

MONTGOMERY COUNTY

RESOLUTION NO. 1999-1

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 16-001-742-00

as described in Certificate No. 334 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 1998, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 12th day of January, 1998.

**F I L E D**  
JAN 12 1999

Joe Cordani  
CHAIRMAN

ATTEST: Sandra Lathisen COUNTY CLERK

Sandy Lathisen  
Clerk of the Board

Permanent Index No.: 16-001-742-00

**ATTACHMENT  
LEGAL DESCRIPTION**

Part of Lot Four (4) of Tharp's Subdivision of Block Five (5) in Tyler's Third Addition to Litchfield, Illinois, more particularly described as follows: Beginning at a point on the south line of said Lot Four (4), 60 feet West of the southeast corner of said Lot; running thence West 158 feet to the southwest corner of said Lot; thence North on the west line of said Lot 121 feet; thence East 158 feet; thence South 121 feet to the point of beginning, EXCEPTING all coal underlying said land with right to mine and remove the same and easements and rights contained in the severance thereof, situated in the City of Litchfield, Montgomery County, Illinois

# MONTGOMERY COUNTY, TRUSTEE

## Sales Report

December 3, 1998  
 Check Date: December 3, 1998  
 Distribution # 33

Item	Cert#	Parcel#	Case#	Sales	Amt Rec'd	Reim-Rev	Agent	Co Treas	Auctnr Recorder	Clerk	Misc	Act Bal
139	334	16-001-742-00	97-TX-17	1,365.00	1,365.00	39.47	327.50	940.03	40.00	15.00	3.00	0.00
				1,365.00	1,365.00	39.47	327.50	940.03	40.00	15.00	3.00	0.00

### Distribution of Proceeds:

#127	(a) County Revolving Account	\$39.47
#128	(b) Agent, Dennis D. Ballinger	\$327.50
#129	(c) County Treasurer	\$940.03
#130	(d) Auctioneer	\$40.00
#131	(e) County Recorder	\$15.00
#132	(f) County Clerk	\$3.00
	(g) Miscellaneous	\$0.00
		<u>\$1,365.00</u>

BOOK

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December 3, 1998

MONTGOMERY COUNTY, TRUSTEE  
Recoverable Costs Report  
For Distribution #33

Deed #	Cert#	Parcel#	Case#	Filing Fee	Cert Mail	Sheriff	Publ Fee	Deed Issue	Tax Deed Rec	Other	Total Exp
D98119	334	16-001-742-00	97-IX-17	\$0.00	\$24.00	\$10.00	\$5.47	\$0.00	\$0.00	\$0.00	\$39.47
				\$0.00	\$24.00	\$10.00	\$5.47	\$0.00	\$0.00	\$0.00	\$39.47

BOOK

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DEED

Mail Tax Statement To:

John Renner, Jr.  
703 S. Franklin  
Litchfield, IL 62056

THIS INDENTURE WITNESSETH, that the Grantor, MONTGOMERY COUNTY, TRUSTEE, (for all taxing districts having an interest herein), of the State of Illinois, for the consideration of the sum of -- TEN AND NO/100 -- Dollars and pursuant to authority given by the County Board of Montgomery County, Illinois, under Resolution duly adopted on May 17, 1994 does hereby CONVEY AND QUIT CLAIM TO: John Renner, Jr.

all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 16-001-742-00

Grantee to assume payment of the taxes for the year 1998 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by Ralph Bawden, Chairman of the County Board of County, Illinois, on the 12 day of January, ~~1998~~ 1999

MONTGOMERY COUNTY, TRUSTEE

ATTEST:

Sandy Leithuser  
County Clerk of Montgomery County, Illinois

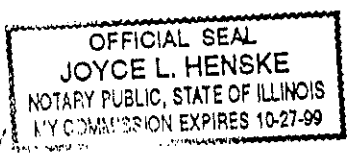
Joe Cordani  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

I, the undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that RALPH BAWDEN, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the said instrument as such chairman of the County Board of Montgomery County, Illinois, caused the corporate seal of said County of Montgomery, Illinois, to be affixed thereon, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12th day of January, <sup>99</sup>1998.

"Exempt under provisions of Paragraph 'F', Section 4, Real Estate Transfer Act."



Joyce L. Henske  
NOTARY PUBLIC

Billie 12/3/98

Permanent Index No.: 16-001-742-00

**ATTACHMENT  
LEGAL DESCRIPTION**

Part of Lot Four (4) of Tharp's Subdivision of Block Five (5) in Tyler's Third Addition to Litchfield, Illinois, more particularly described as follows: Beginning at a point on the south line of said Lot Four (4), 60 feet West of the southeast corner of said Lot; running thence West 158 feet to the southwest corner of said Lot; thence North on the west line of said Lot 121 feet; thence East 158 feet; thence South 121 feet to the point of beginning, EXCEPTING all coal underlying said land with right to mine and remove the same and easements and rights contained in the severance thereof, situated in the City of Litchfield, Montgomery County, Illinois

**A RESOLUTION ENDORSING A YOUTH SERVICES PROGRAM AND  
WAIVING THE COUNTY'S RIGHT TO RECEIVE A GRANT FOR SAID PROGRAM**

WHEREAS, the Illinois Juvenile Justice Commission is considering awarding a grant to Lutheran Child and Family Services to offer the Southern Thirty Adolescent Center program, to youth in Montgomery County, which services will directly benefit said County; and

WHEREAS, the County of Montgomery desires that the above services be provided to said County,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF MONTGOMERY, ILLINOIS AS FOLLOWS:

**SECTION 1:** The County Board for the County of Montgomery does hereby endorse the proposal of the Lutheran Child and Family Services to offer the Southern Thirty Adolescent Center Program to youth in Montgomery County.

**SECTION 2:** The County Board for the County of Montgomery does hereby waive its right to receive a grant for similar purposes, as set forth in Section 1, during the period July 1, 1997 through June 30, 2000.

**SECTION 3:** All Resolutions, or parts of Resolutions, conflicting with any of the provisions of this Resolution are hereby repealed.

**SECTION 4:** Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Montgomery County Board.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.

ADOPTED AND APPROVED this 12 day of January, 1999.

Joe Cordani  
CHAIRMAN JOE CORDANI

ATTEST:

Sandy Leitheiser  
COUNTY CLERK SANDY LEITHEISER

**F I L E D**  
JAN 12 1999

Sandra Leitheiser COUNTY CLERK

**A RESOLUTION ENDORSING A YOUTH SERVICES PROGRAM AND  
WAIVING THE COUNTY'S RIGHT TO RECEIVE A GRANT FOR SAID PROGRAM**

WHEREAS, the Illinois Juvenile Justice Commission is considering awarding a grant to Lutheran Child and Family Services to offer the Southern Thirty Adolescent Center program, to youth in Montgomery County, which services will directly benefit said County; and

WHEREAS, the County of Montgomery desires that the above services be provided to said County,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF MONTGOMERY, ILLINOIS AS FOLLOWS:

**SECTION 1:** The County Board for the County of Montgomery does hereby endorse the proposal of the Lutheran Child and Family Services to offer the Southern Thirty Adolescent Center Program to youth in Montgomery County.

**SECTION 2:** The County Board for the County of Montgomery does hereby waive its right to receive a grant for similar purposes, as set forth in Section 1, during the period July 1, 1997 through June 30, 2000.

**SECTION 3:** All Resolutions, or parts of Resolutions, conflicting with any of the provisions of this Resolution are hereby repealed.

**SECTION 4:** Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Montgomery County Board.

**SECTION 5:** This Resolution shall be in full force and effect from and after its passage, approval and recording according to law.


ADOPTED AND APPROVED this 12<sup>TH</sup> day of January, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

**F I L E D**  
JAN 12 1999

  
COUNTY CLERK



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 01-99

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of PITMAN has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of PITMAN of Montgomery County has agreed to pay an amount of \$4,650.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
PITMAN	862 B-CA (Loc. B)	Near NW Corner, Sec. 14, R-5W, T-11N, 3rd P.M.	\$9,300.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of January, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 1999.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

**F I L E D**  
JAN 12 1999

*Sandra Leithaiser* COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Pitman 50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 02-99

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of AUDUBON has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$7,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	888 B-CA	Near NE Corner, NW 1/4, NW 1/4, Sec. 18, R-1W, T-10N, 3rd P.M.	\$14,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of January, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of January, AD, 1999.

**F I L E D**  
JAN 12 1999

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

*Sandra Leitheiser*  
COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Audubon 50%

**MONTGOMERY COUNTY  
RESOLUTION  
WORKFORCE INVESTMENT ACT OF 1998**

**WHEREAS**, the Workforce Investment Act of 1998 (H.R. 1385) requires the State of Illinois to designate local workforce areas through a process described in the State Plan and after consultation with local chief elected officials; and,

**WHEREAS**, the Governor may approve a request from any unit, or combination of units, of local government, based on a recommendation of the State Workforce Investment Board; and,

**WHEREAS**, the local workforce investment board is appointed by the Chief Elected Officials to develop the local plan, designate, certify and oversee one-stop operators, identify providers of intensive services and training services, and coordinate employer linkages with workforce development activities; and,

**WHEREAS**, the Chief Elected Officials of Montgomery County in Illinois agree that the responsibility for workforce development systems must remain vested in local entities, under the leadership of CEOs for overall direction and operations of programs,

**THEREFORE, BE IT RESOLVED** that the Chief Elected Officials of Montgomery County support the counties of Calhoun, Greene, Jersey, Macoupin, Montgomery, Morgan, Scott and Shelby continue to partner and constitute as a single unified contiguous group of counties in the designation of any new Workforce Investment Areas.

Adopted this 12th day of January, ~~1998~~ 1999.

**Montgomery County Chief Elected Official**

*Joe Cordani* 1-12-99  
Signature Date

**Attest by:**

*Sandra Leitheiser* 1-12-99  
Signature Date

**F I L E D**  
JAN 12 1999

*Sandra Leitheiser* COUNTY CLERK

RESOLUTION 99- 3

WHEREAS, Coal is a non-renewable resource of Montgomery County, Illinois, the mining of which resource is taxed in Illinois, and

WHEREAS, due to current tax assessment practice Montgomery County, and therefore, the citizens thereof, receive no tax benefit from the depletion of that resource.

NOW THEREFORE BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois to pursue appropriate action to obtain the tax income from the mining of that resource in the County.

ADOPTED AND APPROVED THIS 9<sup>th</sup> day of February, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

**F I L E D**  
FEB 9 1999

 COUNTY CLERK

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 03-99

**F I L E D**  
FEB 9 1999

**RESOLUTION  
FOR**

*Sandra Leitheiser* COUNTY CLERK  
**COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

FEBRUARY

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,750.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	890 B-CA (LOCATION A)	Near NE Corner, SE 1/4, NE 1/4, NE 1/4, NW 1/4, Sec. 20, R-4W, T-8N, 3rd P.M.	\$3,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 50%  
Hillsboro 50%

**F I L E D**  
FEB 9 1999

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 04-99**

**RESOLUTION  
FOR**

*Sandra Leithaiser* COUNTY CLERK  
**COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$6,100.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	890 B-CA (LOCATION B)	Near SW Corner, SE 1/4, SE 1/4, Sec. 17, R-4W, T-8N, 3rd P.M.	\$12,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999,

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 50%  
Hillsboro 50%

**F I L E D**  
FEB 9 1999

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 05-99**

**RESOLUTION  
FOR**

**COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**  
*Sandra Leitheiser* COUNTY CLERK

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$5,100.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	890 B-CA (LOCATION C)	Near SE Corner, SW 1/4, SE 1/4, SE 1/4, Sec. 17, R-4W, T-8N, 3rd P.M.	\$10,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 50%  
Hillsboro 50%

**F I L E D**  
FEB 9 1999

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 06-99**

**RESOLUTION  
FOR**

*Sandra Leitheiser*  
COUNTY CLERK

**COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	890 B-CA (LOCATION D)	Near NW Corner, SW 1/4, SW 1/4, Sec. 16, R-4W, T-8N, 3rd P.M.	\$3,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 50%  
Hillsboro 50%



**F I L E D**  
 FEB 9 1999

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
 RESOLUTION # 07-99**

**RESOLUTION  
 FOR**

*Sandra Leitheiser* COUNTY CLERK **RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$7,350.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	890 B-CA (LOCATION E)	Near NW Corner, NW 1/4, NE 1/4, Sec. 35, R-4W, T-8N, 3rd P.M.	\$14,700.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leitheiser*  
 SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
 Montgomery County 50%  
 Hillsboro 50%

**F I L E D**  
 FEB 9 1999

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
 RESOLUTION # 08-99**

**RESOLUTION  
 FOR**

*Sandra Leitheiser* COUNTY CLERK **COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ZANESVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ZANESVILLE of Montgomery County has agreed to pay an amount of \$4,100.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ZANESVILLE	861 B-CA (LOCATION B)	Near SE Corner, NE 1/4, SE 1/4, Sec. 14, R-5W, T-10N, 3rd P.M.	\$8,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leitheiser*  
 SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
 Montgomery County 50%  
 Zanesville 50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 09-99

RESOLUTION  
FOR

FILED  
FEB 9 1999

COUNTY CLERK  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of NOKOMIS has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of NOKOMIS of Montgomery County has agreed to pay an amount of \$8,700.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	883 B-CA	Near NE Corner, SE 1/4, NE 1/4, Sec. 34, R-2W, T-10N, 3rd P.M.	\$17,400.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Nokomis 50%

**F I L E D**  
FEB 9 1999

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 10-99**

*Sandy Leitheiser*  
**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
13 (Litchfield South or Niemanville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$11,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	892 B-CA (Location A)	Near SE Corner, SW 1/4, NW 1/4, Sec. 16, R-5W, T-8N, 3rd P.M.	\$11,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 11-99

**F I L E D**  
FEB 9 1999

*Sandra Leithaiser* COUNTY CLERK  
**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
13 (Litchfield South or Niemanville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$13,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	892 B-CA (Location B)	Near SW Corner, NW 1/4, SW 1/4, NW 1/4, Sec. 9, R-5W, T-7N, 3rd P.M.	\$13,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

**F I L E D**  
FEB 9 1999

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 12-99**

*Sandra Leithaiser*  
CLERK

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
13 (Niemanville South or Niemanville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$10,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	892 B-CA (Location C)	Near SW Corner, NW 1/4, NW 1/4, Sec. 16, R-5W, T-7N, 3rd P.M.	\$10,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 13-99

**F I L E D**  
FEB 9 1999

*Sandra Leitheiser*  
COUNTY CLERK

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
13 (Niemanville South or Niemanville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$6,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	892 B-CA (Location D)	Near SW Corner, NW 1/4, SW 1/4, NW 1/4, Sec. 16, R-5W, T-7N, 3rd P.M.	\$6,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of February, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, AD, 1999.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

**F I L E D**  
FEB 9 1999

**Montgomery County Highway Department  
Resolution #14-99**

**(AMENDED)(Amends Res. #22-96) JOINT RESOLUTION**

*Sandra Leitheiser*  
COUNTY CLERK

Using County Aid to Township Bridge Funds for the purpose of building a Bridge on the SHELBY COUNTY LINE: in accordance with Section 5-503, Chapter 121 of the Illinois Statutes:

WHEREAS, the General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy additional annual tax exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, the County of Montgomery has petitioned the Shelby County Board for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, the County of Montgomery has agreed to pay an amount of 59% of the cost from the proceeds of the COUNTY AID TO TOWNSHIP BRIDGE FUND for financing the requested bridge.

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same is hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
Montgomery & Shelby	519 B-CA (Rev.)	Near NE Corner, SE 1/4, SE 1/4, Sec 12, R-1W, T10N, 3rd P.M.	\$17,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County aid required in the construction of the above described bridge be obtained from the COUNTY AID TO TOWNSHIP BRIDGE FUND.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned meeting held at Hillsboro on the 9th day of February, A.D., 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of February, A.D., 1999.

(SEAL)

*Sandy Leitheiser*  
SANDY LEITHEISER, County Clerk

COST BREAKDOWN OF LA PARTICIPATION:



Montgomery County 1997 Assessed Valuation = \$258,054,338 = 57%  
Shelby County 1997 Assessed Valuation = \$194,464,012 = 43%

**COST BREAKDOWN:**

Montgomery County	- (.285)(\$17,000.00) =	\$4,845.00
Audubon Township	- (.285)(\$17,000.00) =	\$4,845.00
Shelby County	- (.215)(\$17,000.00) =	\$3,655.00
Oconee Township	- (.215)(\$17,000.00) =	\$3,655.00

**Montgomery County Highway Department  
(AMENDED) Resolution #14-99**

MARCH

**Summer 1999  
Clean Up Assistance Program  
Montgomery County**

The Montgomery County Board, Economic Development Committee proposes to provide assistance to our communities and townships for the cleaning and hauling of illegal dump sites. There will be two main forms of assistance provided:

- 1) Labor- in the form of JTPA Summer Youth Workers and Community Service workers from the probation office will be provided to assist city and/or township crews in removing debris from vacant lots and roadsides.
- 2) Financial Assistance- the County, through its fund established from the sale of tax delinquent parcels will pay the landfill fees for the non-recyclable materials gleaned at the designated clean up sites.

There will be supervisors, 1 for each crew that is sent out. It is expected that the local unit of government we are assisting will provide a dump truck and as necessary a tractor for the loading and hauling of non-recyclable items to landfill. The recyclable items will be taken back to the recycling center which is the point of origin for the trucks and trailers which transport the work crews to their site each day.

It is expected that the supervisors will be either retired persons or college students for the 8 week program, being paid around \$6 per hour for a 30 hour work week.

Equipment as mentioned before will consist of light trucks for transport, provided by the recycling program; trailers for tools and return of recyclable items also part of the recycling program; some rubber boots and gloves which are currently available from Surplus Property for a minimal fee; garbage bags, hand tools, and weed/ brush cutters also available from the recycling program. Some possible purchase items will be drinking water coolers, orange vests, and first aid kits.

Township and city/village officials will be contacted this month with the offer and a survey asking which sites they may have that would benefit from this help. A tentative schedule will be made up addressing as many of these as possible in the time allotted.

Year 2000 Computer Problem  
Plan for Assessment and Remediation  
Montgomery County Board  
ESDA/Ambulance Committee

Below you will find an outline for proceeding with the assessment and remediation of anticipated problems associated with the possible failure of computer hardware and software to recognize calendar dates after 1999. The County Board wishes to insure that the important software which runs our offices, and the hardware now in place will not disrupt the normal operations of the office in the coming new year due to inability to accommodate dates beginning with 2000 or 00. There is some evidence that the effects of this problem could be wide-reaching and include such items as the computer chips in our automobiles, alarm clocks etc..... Within the scope of this outline, we intend only to address the computer operating systems which serve the functions of our public offices, if a coffee maker stops working because of this, buy a new one. If cars stall, call the mechanic, we will all be facing the same problems.

- 1) The Board needs to establish an outcome for addressing this problem. The recommended outcome as stated above is *to insure continuous operation of the functions of our offices, without fear of interruption due to computer hardware/ software incompatibilities*. A letter outlining this desire, and a timeline for reporting to the Board should be sent to all offices as soon as possible. A draft letter is enclosed for your approval.
- 2) The established deadline for having systems assessed should be no later than the end of April, 1999. The assessment should include recommendations from the vendor who has completed the work on behalf of the office heads. The recommendations should include *good faith estimates* on the cost of fixing any inadequacies and a *timeline*.
- 3) After review of the assessments and recommendations, a new deadline, not later than the end of October 1999, should be set for implementation. A report on the status, including a guarantee or statement of completion with some form of warranty as to the capabilities of the completed work, should be submitted by the October deadline.
- 4) The County Board has a contract with a computer services provider, Ken Durbin, who has been requested by the committee to assess the needs of each office, and generate an inventory of equipment. If an office is using the services of a software vendor, i.e. Manatron, for tax and accounting software, they should simply inquire about the necessary services from the vendor of their and submit the necessary documentation to satisfy the desires of the Board for the stated outcome.
- 5) Work should be done within the budget for computer services within each office. Where no budget item exists to address these needs in an office, they will submit their budgetary needs to the Finance Committee after submission of the report requested above.
- 6) Offices which have advanced electronic systems such as the locks on the cells in the jail, and the postage machines should also address the potential problems that may affect those systems and report to the Board on the same time schedule. We would request that the Sheriff have a contingency plan in place in the event of multiple system failures.

Montgomery Co. RESOLUTION NO. 99-4

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the benefit of all taxing districts, and

WHEREAS, on May 17, 1994, the County Board of Montgomery County, Illinois, entered into an Agreement with Dennis D. Ballinger for the creation and administration of said Delinquent Tax Program for the period ending May 31, 1996, and

WHEREAS, said County Board had continued said Agreement with Dennis D. Ballinger continually without interruption of service from the date, and

WHEREAS, the Finance Committee has determined it is in the best interest of the citizens of Montgomery County that Dennis D. Ballinger continue as agent of the "Montgomery County, Trustee", and

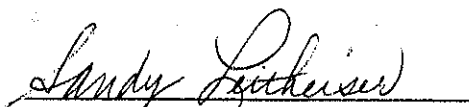
WHEREAS, the Finance Committee of said County Board does now recommend that Dennis D. Ballinger continue as agent of the "Montgomery County, Trustee" for the period ending May 31, 2004,

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the "Delinquent Tax Agent Agreement" continues to be in effect until May 31, 2004 and that Dennis D. Ballinger continues to be said agent until May 31, 2004 in accordance with the terms of the agreement of May 17, 1994

APPROVED AND ADOPTED at a regular meeting of the County Board of Montgomery County, State of Illinois, this 14th day of April, 1999.

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
Clerk of the Board

## Intergovernmental Agreement RESOLUTION 99-5

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

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Intermodal Surface Transportation Efficiency Act of 1991 in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

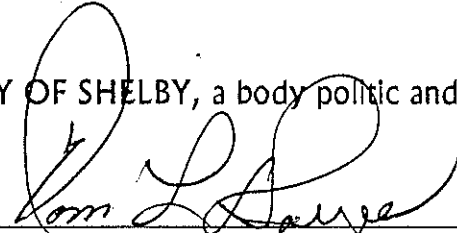
WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration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

## WITNESSETH:

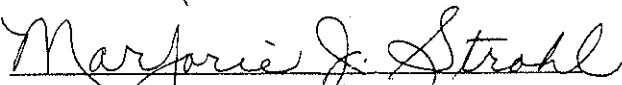
1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section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

- 10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
- 11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

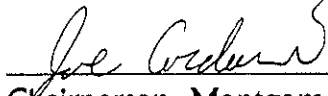
COUNTY OF SHELBY, a body politic and corporate

By:   
 Chairperson, Shelby County Board

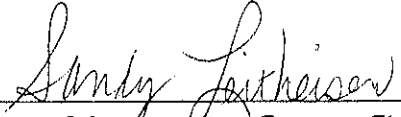
ATTEST:

  
 Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By:   
 Chairperson, Montgomery County Board

ATTEST:

  
 Montgomery County Clerk

Board Resolution

No. 99-5

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991.

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas, and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE MONTGOMERY COUNTY BOARD:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, for the purpose of offsetting portion of the Public Transportation Program operating deficits of Shelby County, Grantee and participating counties.

Section 2. That while participating in said operating assistance program the Shelby County Grantee will provide or cause to be provided through C.E.F.S. Economic Opportunity Corporation all required local matching funds.

Section 3. That County Board Chairman of the Shelby County Board is hereby authorized and directed to execute and file on behalf of the Shelby County, Grantee and participating counties such application.

Section 4. That the County Board Chairman of the Shelby County Board is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the County Board Chairman of the Shelby County Board is hereby authorized and directed to execute and file on behalf of Shelby County Grantee and participating counties all required Grant Agreements with the Illinois Department of Transportation.

PRESENTED and ADOPTED this 16th day of April, 19 99.

Joe Cordani

ATTEST: Sandy Leitheiser

Chairman-Montgomery County Board  
Title

Sandy Leitheiser, County Clerk 4/16/99  
Date





(AMENDED) RESOLUTION

FOR

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ROUNTREE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ROUNTREE of Montgomery County has agreed to pay an amount of \$3,304.15 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	068-3228 (794 B-CA)	Near SW Corner, Sec. 21, R-3W, T-10N, 3rd P.M.	\$6,608.30

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of April, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of April, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Rountree 50%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 16-99  
(AMENDED) RESOLUTION      BOOK      1 PAGE      32  
FOR**

**COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ROUNTREE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ROUNTREE of Montgomery County has agreed to pay an amount of \$3,974.03 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

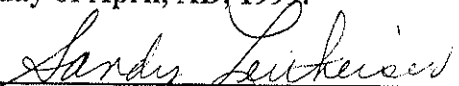
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	068-3256 (794 B-CA)	Near NE Corner, NW 1/4, Sec. 32, R-3W, T-10N, 3rd P.M.	\$7,948.07

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of April, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of April, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
Rountree                      50%

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGES ON COUNTY HIGHWAY NO. 10 (Longbridge Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$6,107.10 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

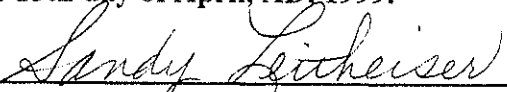
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	871 B-CA (Location A, B C, & D)	See Attached Map	\$6,107.10

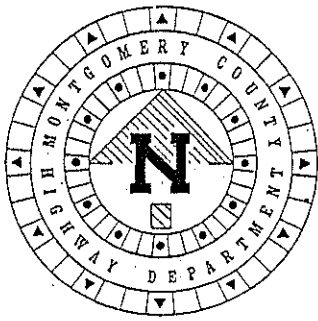
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of April, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of April, AD, 1999.

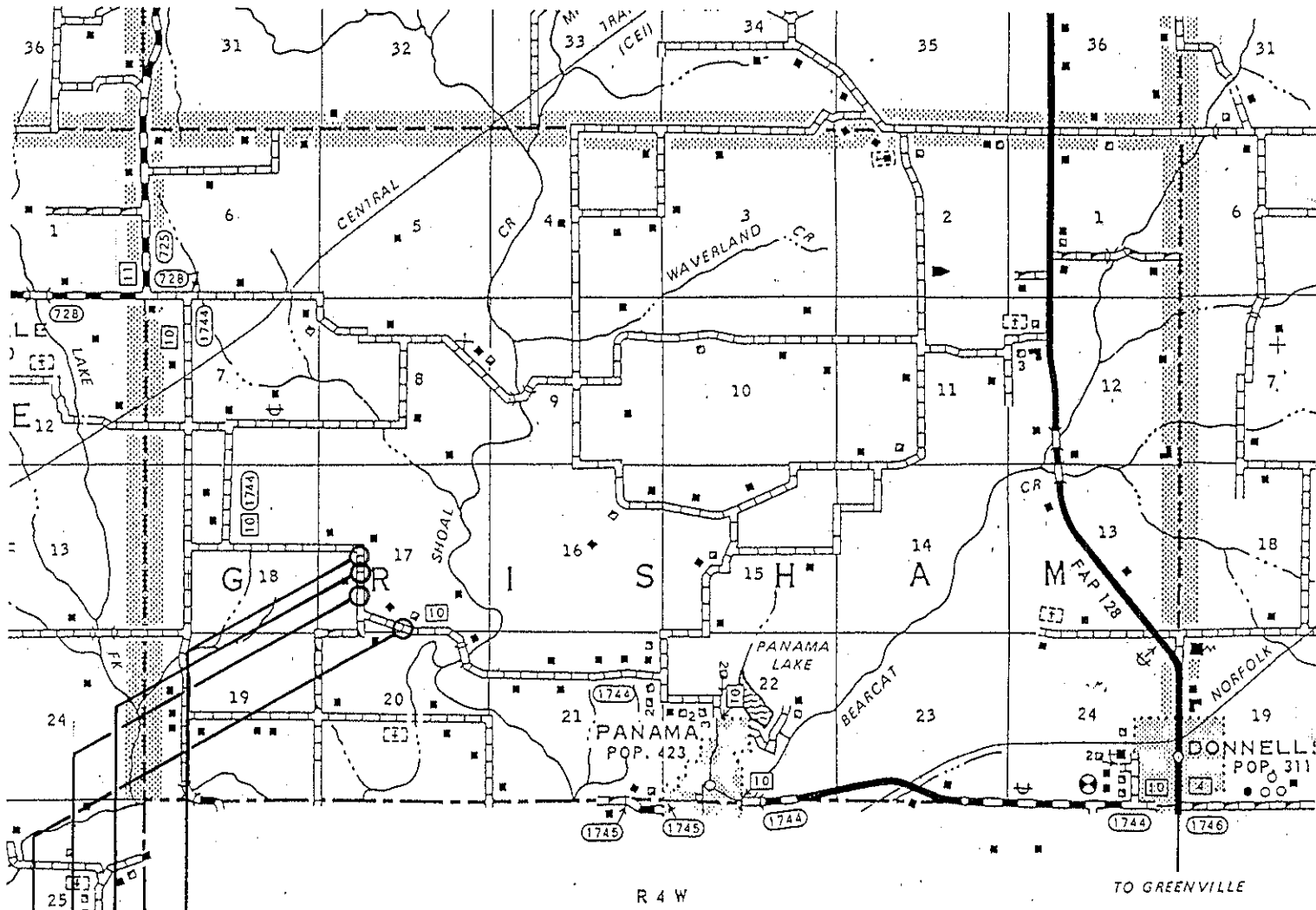
  
 SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
 Montgomery County 100%



GENERAL HIGHWAY MAP  
**MONTGOMERY COUNTY**  
 ILLINOIS

**GRISHAM**  
**TOWNSHIP**  
 R. 4 W., T. 7 N.



R 4 W

TO GREENVILLE

- 871 B-CA (LOC. A) - ONE 24" DIA. x 44 L.F. C.M.P.C.  
 LOCATED NEAR SW CORNER NW 1/4, NW 1/4,  
 NE 1/4, SW 1/4, SEC. 17, R.-4W., T.-7N., 3<sup>RD</sup> P.M.
- 871 B-CA (LOC. B) - ONE 24" DIA. x 42 L.F. C.M.P.C.  
 LOCATED NEAR NW CORNER SW 1/4, NE 1/4,  
 SW 1/4, SEC. 17, R.-4W., T.-7N., 3<sup>RD</sup> P.M.
- 871 B-CA (LOC. C) - ONE 24" DIA. x 38 L.F. C.M.P.C.  
 LOCATED NEAR NW CORNER SE 1/4, SW 1/4,  
 SEC. 17, R.-4W., T.-7N., 3<sup>RD</sup> P.M.
- 871 B-CA (LOC. D) - ONE 18" DIA. x 44 L.F. C.M.P.C.

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. 8  
(Fillmore Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,600.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

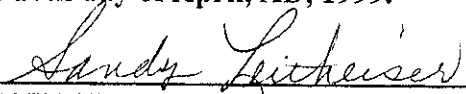
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	899 B-CA	Near NE Corner, NW 1/4, SE 1/4, Sec. 7, R-3W, T-8N, 3rd P.M.	\$2,600.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 16th day of April, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 16th day of April, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

**Resolution Exempting A Particular Project From A Project Labor Agreement**

*WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,*

*THAT the construction of Section 96-17116-00-BR, a Township Bridge in Walshville Township be exempted from the requirements of County Resolution #1996-7.*

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 16th day of April, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 16th day of April, AD, 1999.

  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

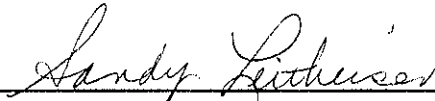
**Resolution Exempting A Particular Project From A Project Labor Agreement**

*WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,*

*THAT the construction of Section 98-00113-00-RS, a Road Improvement Project for County Highway #28 (Mulberry Grove Road) to be exempted from the requirements of County Resolution #1996-7.*

**I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 16th day of April, AD, 1999.**

**IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 16th day of April, AD, 1999.**



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**SANDY LEITHEISER, COUNTY CLERK**

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Raymond				Address
County				511 West Capitol
Montgomery		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
96-13120-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999 between the above Local Agency (LA) an Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name Bridge over Stream Route T.R. 101 Length 0.189 Mi. (Structure No. 068-3089 (Existing) 068-3328 (Proposed)  
 Termini SW 1/4, Section 9, T10N, R4W, 3rd P.M., approximately 1.5 miles east of Raymond, Illinois

Description: Removal and replacement of an existing structure and including the necessary approach roadway work (Plans and Papers to be done in English Units)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. ( ) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

See -----  
 Para. 2  
 LA AGREES

N/A -----



- para. 2  
I Agrees
- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.
- i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.
- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- para. 2  
I AGREES
- k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
- L.(X) Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.
- m.(X) Plans and papers to be prepared in English Units.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT.
- b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$ 50,000.....	_____	(see note)
.....	_____	X
.....	_____	X
.....	_____	X
.....	_____	X
.....	_____	X

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L of THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs, overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
    - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
    - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

  4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
  5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.
- 

#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By *Sandy Leithaiser*  
Montgomery County Clerk  
(Seal)

County Board Chairman,  
By *Joe Corduroy*  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

ATTEST:  
By *Sandra Leithaiser*  
Title: Secretary - Treasurer

511 West Capitol

Springfield, Illinois 62704

By *Fred Stone*  
Title: President

**FILED**  
APR 19 1999

*Sandra Leithaiser* COUNTY CLERK

RESOLUTION NO. 99-6

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lots Two (2), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Block Seven (7) in Paisley and Paden's Addition to Paisley, now within the corporate limits of the City of Witt, all located in the City of Witt, Montgomery County, Illinois.

Parcel Index # 18-001-321-00

as described in Certificate No. 356 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 16<sup>th</sup> day of April, 1999.

*Joe Cordova*  
CHAIRMAN

ATTEST:

*Sandy Leitheiser*  
Clerk of the Board

RESOLUTION NO. 99-7

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

LOT 6 PT SE SE 8-5-101 SEC 4 TWP 8 RNG 5 1.080 ACRES

Parcel Index # 16-000-101-00

as described in Certificate No. 295 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 16<sup>th</sup> day of April, 1999.

*Joe Cordano*

CHAIRMAN

ATTEST:

*Sandy Leichter*

Clerk of the Board

RESOLUTION NO. 99-8

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

LOT 5 PT S 1/2 SW SE 8-5-100 SEC 4 TWP 8 RNG 5 1.060 ACRES

Parcel Index # 16-000-100-00

as described in Certificate No. 294 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 16<sup>th</sup> day of April, 1999.

*Joe Cordani*  
CHAIRMAN

ATTEST:

*Sandy Leithner*  
Clerk of the Board

RESOLUTION NO. 99-9

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 08-202-356-00

as described in Certificate No. 95 sold December 4, 1995.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 16<sup>th</sup> day of April, 1999.

*Joe Cordum*  
CHAIRMAN

ATTEST:

*Sandy Leichter*  
Clerk of the Board

Permanent Index No.: 08-202-356-00

**ATTACHMENT  
LEGAL DESCRIPTION**

Lot Forty Two (42) in Prairie Heights in the survey by Bell of the lands conveyed to said grantor by deed duly recorded in Book 58 of Deeds, page 210, Recorder's Office of Montgomery County, Illinois, the map of such survey entitled "A Map of Prairie Heights, being also recorded in said County in Book 58 of deeds, pages 216, 217 and 218; all coal and other mineral underlying said land and the right to mine and remove the same, and a perpetual right of way in and through any mine now or hereafter to be opened under said lot being hereby specifically reserved, situated in the County of Montgomery, in the State of Illinois



RESOLUTION NO. 99-10

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

Lot 8 Pt NW SW 8-5-71 Sec 3 Twp 8 Rng 5 1.090 Acres and Lot 7 Pt SW SW 8-5-72 Sec 3 Twp 8 Rng 5 1.360 Acr

Parcel Index # 16-000-071-00 & 16-000-072-00

as described in Certificate No. 291 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 16th day of April, 1999.

Joe Cordans
CHAIRMAN

ATTEST:

Sandy Leitheiser
Clerk of the Board

RESOLUTION NO. 99-11

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

(1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,

(2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 10-001-327-25

as described in Certificate No. 133 sold December 4, 1995.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 16th day of April, 1999.

Joe Corduroy  
CHAIRMAN

ATTEST:

Landy Litchner  
Clerk of the Board

Permanent Index No.: 10-001-327-25

**ATTACHMENT  
LEGAL DESCRIPTION**

Beginning at the Northwest corner of Block seventy (70), in P.C. Huggins and Trustees of J.R. Stanford's Addition and Out-lots to Nokomis, Illinois, thence South parallel with the West line of Block 70 a distance of 150 feet, thence East parallel with the North line of Block 70 a distance of 150 feet, which is the starting point of the tract to be conveyed; continuing from this point a distance of eighty (80) feet East parallel with the North line of Block 70, thence South parallel with the West line of Block 70 a distance of one hundred nine (109) feet, thence West parallel with the North line of Block 70 a distance of eighty (80) feet, thence North parallel with the West line of Block 70 a distance of one hundred nine (109) feet to the place of beginning of the tract to be conveyed, situated in the City of Nokomis, situated in the County of Montgomery, in the State of Illinois

ORDINANCE ABATING REAL PROPERTY TAXES  
Abatement of Property Taxes on a Parcel per  
The Guidelines Authorized in 18-165 of the  
Revenue Act; State of Illinois

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 from new construction on the following parcel located in the City of Litchfield

Parcel# PENDING

Taxpayer Name Schutt Manufacturing

Base value of parcel prior to improvement (tax year 1999) PENDING

The abatement of taxes on this parcel is in acknowledgment of a request by Schutt Manufacturing for the construction of a warehousing facility and is authorized by 18-165 of the Illinois Revenue Act.

The term of the abatement shall be as follows:

- 100% of improvement taxes for tax year 2000 payable 2001
- 100% of improvement taxes for tax year 2001 payable 2002
- 100% of improvement taxes for tax year 2002 payable 2003
- 100% of improvement taxes for tax year 2003 payable 2004
- 100% of improvement taxes for tax year 2004 payable 2005
- 100% of improvement taxes for tax year 2005 payable 2006
- 100% of improvement taxes for tax year 2006 payable 2007
- 100% of improvement taxes for tax year 2007 payable 2008
- 100% of improvement taxes for tax year 2008 payable 2009
- 100% of improvement taxes for tax year 2009 payable 2010

Approved this 16th day of April, 1999 as witnessed by the signatures below.

Joe Cordani  
Joe Cordani, County Board Chairman

date 4/16/1999

Sandy Leitkeiser  
Sandy Leitkeiser, County Clerk and Recorder

date 4/16/1999

RESOLUTION OF THE COUNTY BOARD  
REAPPOINTING TRUSTEE FOR  
THE RAYMOND COMMUNITY FIRE PROTECTION DISTRICT  
AND APPROVING HIS TRUSTEE'S BOND

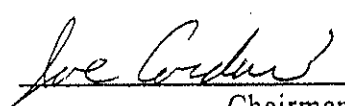
RESOLUTION 99-12

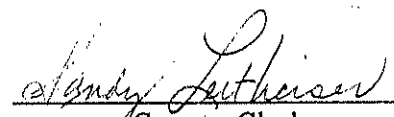
WHEREAS there has been presented to this Board a resolution of the Trustees of The Raymond Community Fire Protection District asking for the reappointment of Raymond A. Held as Trustee of the District, which resolution was accompanied by a Trustee's Bond which this Board has examined and finds to be in due form with penalty as heretofore fixed by this Board and with sureties ascertained to be sufficient,

THEREFORE, BE IT RESOLVED that Raymond A. Held shall be, and he is hereby, reappointed to be one of the Trustees of The Raymond Community Fire Protection District for a term of thirty-six months to begin the first Monday in May, 1999, and to end the first Monday in May, 2002, and

IT IS FURTHER RESOLVED that the Trustee's Bond of Raymond A. Held, as heretofore tendered to this Board, be, and the same is hereby, approved.

Hillsboro, Illinois, March 9, 1999.

  
\_\_\_\_\_  
Chairman

ATTEST:   
\_\_\_\_\_  
County Clerk

MAY

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 21-99

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of BUTLER GROVE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of BUTLER GROVE of Montgomery County has agreed to pay an amount of \$4,050.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

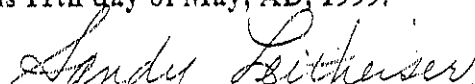
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
BUTLER GROVE	897 B-CA #068-3242	Near SE Corner, SW 1/4, R-4W, T-9N, 3rd P.M.	\$8,100.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of May, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of May, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
Butler Grove              50%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 22-99**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
11 (Hillsboro-Walshville Road or Walshville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:


NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	887 B-CA	See Attached Location Map	\$2,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of May, AD, 1999.

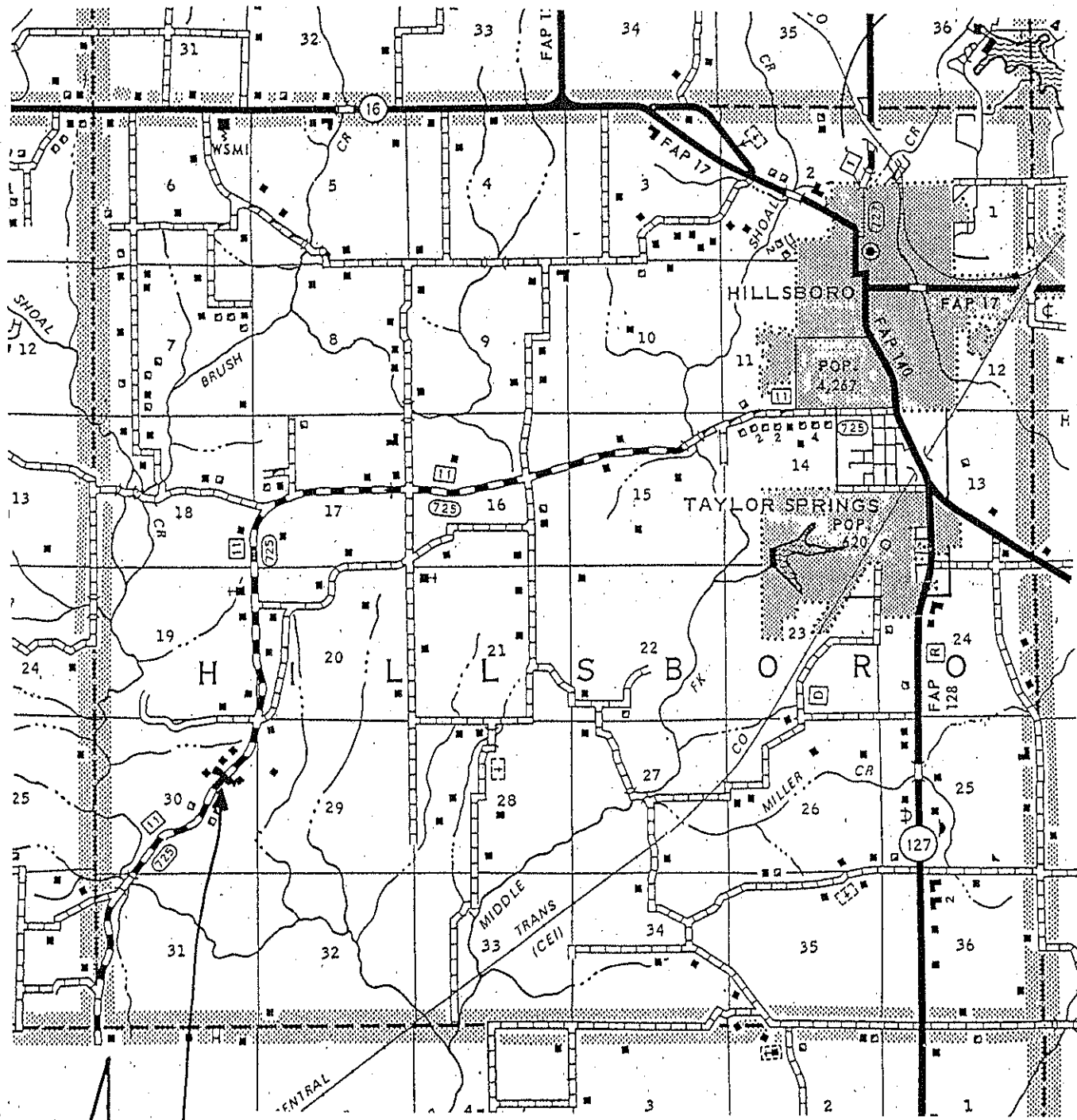
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of May, AD, 1999.

  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      100%

HILLSBORO R. D.  
R. 4 W., T. 8 N.

R. 4 W.



T. 8 N.



887-BCA



RESOLUTION No 99-13

**Montgomery County Board**


**WHEREAS**, the West Central Illinois Valley Regional Planning Commission, consisting of the seven counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery and Shelby was created for the purpose of comprehensive planning and development assistance and for the benefit of the citizens of the seven counties; and

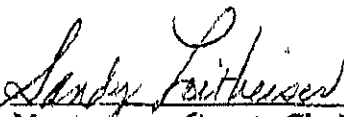
**WHEREAS**, United States Economic Development Administration grants are available to multi-county regions to provide long-range planning and development activities to reduce unemployment and promote industrial, agricultural, tourism and other retail Economic Development activities; and

**WHEREAS**, the Federal Economic Development Administration requires a multi-county regional planning commission to be designated as an Economic Development District prior to an application for federal funds for Economic Development planning grants,

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board that Montgomery County hereby approves the District's 1999 CEDS annual report as submitted by the West Central Illinois Valley Regional Planning Commission for the Economic Development comprehensive planning activities of the District.

Signed this 11 day of May, 1999.

  
\_\_\_\_\_  
**Joe Cordani**  
**Montgomery County Board Chairman**

ATTEST:   
\_\_\_\_\_  
**Montgomery County Clerk**

## PROCLAMATION

BY THE

Montgomery County Board

WHEREAS by Act of Congress on December 12, 1930 there was donated to the F. D. Hubbel Woman's Relief Corps of Hillsboro, Montgomery County, Illinois, the cannon now residing on the lawn of the Historic Montgomery County Courthouse; and

WHEREAS the cannon, which was manufactured by Confederate forces in Rome, Georgia in 1862, is but one of three such weapons known to remain in existence; and

WHEREAS since its original dedication on Memorial Day in 1931 the cannon has over the decades served as a stately reminder of the sacrifices of the men and women of Montgomery County who have served in the military forces in the defense of our Nation; and

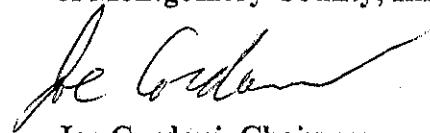
WHEREAS the County Board of Montgomery County has seen fit to restore the cannon to a proper setting, reflective of the times and the struggle in which the cannon was forged; and

WHEREAS we have gathered this date, citizens and their representatives, in the presence of the 8<sup>th</sup> Regiment of the Missouri Volunteer Infantry, to salute those who have given, and to recommit ourselves to the honor of our Country.

NOW BE IT PROCLAIMED that the County Board of Montgomery County, Illinois does hereby rededicate the Noble cannon to the citizens of Montgomery County, Illinois, to forever witness to the people of the County and to all who may pass by, the service and sacrifice of every veteran, and to daily remind us all of the greatness of this Nation.

Dated this 15<sup>th</sup> day of May, 1999

The County Board  
of Montgomery County, Illinois



Joe Cordani, Chairman

**MONTGOMERY COUNTY RESOLUTION #** 99-14**RESOLUTION ESTABLISHING PREVAILING WAGE RATES**

**WHEREAS**, the State of Illinois has enacted, "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Illinois Rev. Statutes, Chapter 48, par. 39s-1 et seq., and

**WHEREAS**, the aforesaid Act requires that the County Board of Montgomery County, Illinois investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Montgomery County employed in performing construction of public works, for said Montgomery County.

**NOW THEREFORE, BE IT ORDAINED BY THE CHAIRMAN OF THE BOARD AND THE COUNTY BOARD OF MONTGOMERY COUNTY:**

**SECTION 1:** To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works", approved June 26, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of Montgomery County is hereby ascertained to be the same as prevailing rate of wages for construction work in Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 1999 a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by Montgomery County. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

**SECTION 2:** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of Montgomery County to the extent required by the aforesaid Act.

**SECTION 3:** The Montgomery County Clerk shall publicly post or keep available for inspection by any interested party in the main office of Montgomery County this determination or any revisions of such prevailing rate of wage. A copy of this determination or the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**SECTION 4:** The Montgomery County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees

JUNE


who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION 5:** The Montgomery County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

**SECTION 6:** The Montgomery County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the County Board of Montgomery County, Illinois.

**ADOPTED,** at the regular meeting of the County Board of Montgomery County, Illinois this 08th day of June, 1999.

MONTGOMERY COUNTY, ILLINOIS

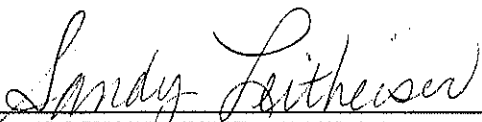
  
\_\_\_\_\_  
CHAIRMAN OF THE BOARD, JOE CORDANI

STATE OF ILLINOIS            |  
  | SS  
MONTGOMERY COUNTY        |

I, Sandy Leitheiser, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at their regular meeting held on June 08th, 1999.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 08th day of June 1999.

(SEAL)

  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**F I L E D**  
JUN 09 1999

*Sandra Leitheiser* COUNTY CLERK



## ILLINOIS DEPARTMENT OF LABOR

George H. Ryan  
Governor

Robert M. Healey  
Director

County Engineer  
Montgomery County Highway Dept.  
P. O. Box 70  
Hillsboro, IL 62049

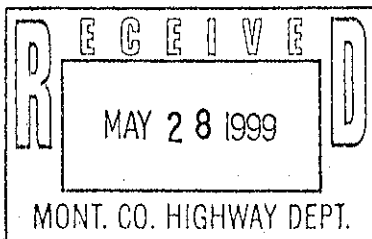
Dear Sir:

Pursuant to your request for prevailing wage rates for the County(ies) of Montgomery are enclosed for your information and use. IF YOU HAVE ACCESS TO THE INTERNET, PLEASE BE ADVISED THAT THE DEPARTMENT OF LABOR HAS A WEB SITE AT [HTTP://WWW.STATE.IL.US/AGENCY/IDOL](http://www.state.il.us/agency/idol). SELECT RULES AND RATES, SELECT PREVAILING WAGE, SELECT SAVE FILE. AFTER EXITING, UNZIP FILE. IF YOU PRINT THE INFORMATION YOU WILL HAVE TO PRINT LANDSCAPE STYLE AND/OR CHANGE THE FONT TO PREVENT THE INFORMATION FROM WRAPPING AROUND.

STATE OF ILLINOIS )  
DEPARTMENT OF LABOR )  
CONCILIATION AND MEDIATION DIVISION )

## CERTIFICATE

I, Robert M. Healey, Director, Division of Conciliation and Mediation, Illinois Department of Labor, do hereby certify that I am the keeper of the records and files of said office and that the attached is a true and complete copy of the prevailing rate of wages determined by this Department for the aforesaid county or counties.



*Robert M. Healey*  
Robert M. Healey  
Director



MONTGOMERY COUNTY

WELDERS AND PILEDRIERS (NORTH) - The area north of Route 108, running east to Route 55, then north to Routes 48/127, east following Route 127 from Raymond to Harvel.

ELECTRICIANS (EAST) - Audubon, East Fork, Fillmore, Irving, Nikomis, Roundtree, South Fillmore and Witt.

ELECTRICIANS (NW) - Townships of Bois D'Arc, Pitman, and Harvel (Northern projection).

ELECTRICIANS (SW) - Townships of Zanesville, Raymond, North and South Litchfield, Butler Grove, Hillsboro, Walshville and Grisham.

ELECTRIC POWER LINEMAN, GROUNDMAN, EQUIPMENT OPERATOR, TRUCK DRIVER (NE) - Entire county except Butler Grove, Grisham, Hillsboro, North and South Litchfield, Raymond, Walshville, and Zanesville Townships.

IRONWORKERS (NORTH) - That part of the county north of a diagonal line through Taylor Springs and Chapman.

WELDERS & PIPEFITTERS (SW) - That part of the county South and West of Rt. 127.

TELEPHONE WORKER CLASS 1 (WEST) - Townships of Zanesville, Raymond, North Litchfield, Butler Grove, South Litchfield, Hillsboro, Walshville and Grisham.

The following list is considered as those days for which holiday rates of wages for work performed apply:

New Year's Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

BESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

BESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### TELEPHONE WORKER

Class 1. Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operate in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working repairpersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

#### OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Trenching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Splicing Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Broom-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and rollers (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (One), Welding Machine (One), Mixers (One Bag), Siphon (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

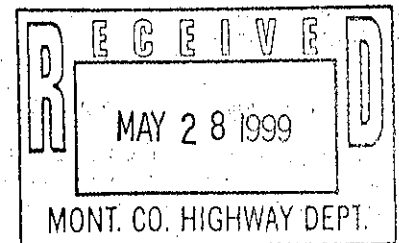
GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under the determination. If a project requires these, or any classification not listed, please contact IDOL at 217/782/1710 for wage rates and clarifications.

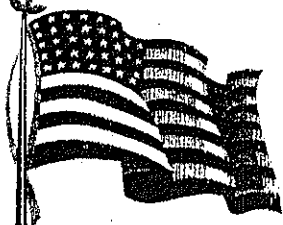
#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck driver (regardless of size of truck driven) is covered by the classifications of truck driver.





THE WORLD NEEDS GOOD



IN GOD WE TRUST

OFFICE OF  
MONTGOMERY COUNTY TREASURER  
AND COLLECTOR

Historic Courthouse, P.O. Box 596, Hillsboro, Illinois 62049  
(217) 532-9521 FAX (217) 532-9519

Ronald D. Jenkins, Treasurer and Collector

Date: May 24, 1999

To: Joe Cordani, Chairman

Montgomery County Board

From: Ron Jenkins, Treasurer *RJ*

Re: Designation of Depositories

Attached is a copy of the Illinois Compiled Statutes 1996, Chapter 55, Act 5, Section 3-10009 "Deposit of Public Funds". By this authority I am requesting the Montgomery County Board designate one or more banks or savings and loan associations in which the funds and other public moneys in my custody as County Treasurer may be kept. Also, attached are a list of current financial institutions in Montgomery County and a copy of "Proceedings of the Montgomery County Board" March 10, 1987. The "Proceedings" contain a list of depositories designated in 1987.

JULY

**F I L E D**  
JUN 09 1999

*Sandra Leitheiser* COUNTY CLERK

**TOTAL DEPOSIT'S COMPARED TO 75% CAPITAL**  
**For the Period Ending - 3/31/99**

INSTITUTION	TOTAL CAPITAL	75% of CAPITAL	TOTAL DEPOSIT'S	DEPOSIT'S OVER (UNDER) 75%
Farmers and Merchants State Bank / 965-5496	6,386,000	4,789,500	459,173	(4,330,327)
Carlinville National Bank / 532-6104 or 1-800-342-2620	15,775,000	11,831,250	63,162	(11,768,088)
Hillsboro First Community Bank / 532-2030	2,352,000	1,764,000	873,229	(890,771)
Hillsboro Nations Bank / 532-3926	28,723,000,000	21,542,250,000	173,585	(21,542,076,415)
Hillsboro National Bank / 532-3991	12,130,000	9,097,500	681,385	(8,416,115)
Litchfield Bank and Trust Company / 324-3935 (461)	10,083,000	7,562,250	350,871	(7,211,379)
Jacksonville Savings Bank / 324-2576 or 245-4111	18,446,000	13,834,500	-	(13,834,500)
Litchfield First National Bank / 324-2105 (462)	5,332,000	3,999,000	1,096,873	(2,902,127)
Litchfield National Bank / 324-6161 (463)	5,827,000	4,370,250	1,683,288	(2,686,962)
Nokomis First National Bank / 563-8311	6,731,000	5,048,250	264,803	(4,783,447)
Nokomis Savings Bank / 563-7711	2,464,000	1,848,000	-	(1,848,000)
Raymond First National Bank / 229-3701	9,467,000	7,100,250	850,000	(6,250,250)
Witt Security National Bank / 594-2221	4,636,000	3,477,000	-	(3,477,000)

**THIS REPORT MUST BE COMPLETED NO LESS THAN QUARTERLY AND / OR UPON RECEIPT OF ANY "CALL REPORT".**

**F I L E D**  
 JUN 09 1999

*Sandra Leitheiser* COUNTY CLERK

RESOLUTION #99-15  
ORDINANCE ADOPTING LOCAL GIFT BAN AUTHORITY  
PURSUANT TO PUBLIC ACT 90-737

Pursuant to authority set forth in the Illinois Local Gift Ban Act, Chapter 5, Act 425, Section 1 et seq. of the Illinois Compiled Statutes, as amended, there is established for Montgomery County, Illinois, the Montgomery County Gift Ban Ordinance.

**ONE. Gift Ban.** Except as otherwise provided in the Illinois Gift Ban Act, no employee shall solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, or regulation or any ordinance or resolution. This ban applies to and includes spouses of and immediate family living with the employee. No prohibited source shall offer or make a gift that violates this Section. Non-salaried appointed or elected officials are exempted.

**TWO. Definitions.** This Ordinance incorporates the definitions as set forth in Section 5 of the Illinois Gift Ban Act.

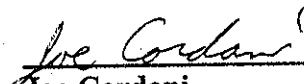
**THREE. Exceptions.** This Ordinance incorporates the exceptions to the gift ban as set forth in Section 15 of the Illinois Gift Ban Act.

**FOUR. Complaint Procedure.** Complaints alleging the violation of this Ordinance shall be filed with the office having ultimate jurisdictional authority over the alleged violator or the office of the Montgomery County State's Attorney. Complaints shall be processed substantially in compliance with the provisions set forth in the Illinois Gift Ban Act and so as to protect the due process rights of persons who are the subjects of the complaints.

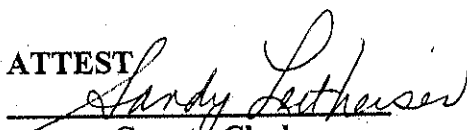
**FIVE. Enforcement.** The violations of this Ordinance shall be enforced in accordance with the law by the Montgomery County State's Attorney.

**SIX. Penalty.** An individual who knowingly violates this Act is guilty of a business offense and subject to a fine of up to \$1,000.00.

Adopted and approved this 13<sup>th</sup> day of July, 1999.

  
\_\_\_\_\_  
Joe Cordani  
Chairman  
Montgomery County Board

ATTEST

  
\_\_\_\_\_  
Sandy Leithausen  
County Clerk

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 23-99**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. 6  
(Witt South)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

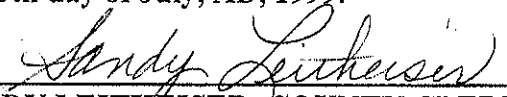
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	894 B-CA (Loc. A)	Near SW Corner, SW 1/4, NW 1/4, Sec. 8, R-2W, T-9N, 3rd P.M.	\$4,600.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of July, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of July, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County 100%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 24-99**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. 6  
(Witt South)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

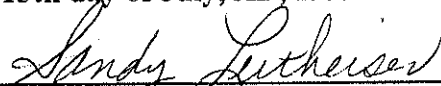
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	894 B-CA (Loc. B)	Near NW Corner, SW 1/4, SW 1/4, SW 1/4, Sec. 8, R-2W, T-9N, 3rd P.M.	\$4,400.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of July, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of July, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 25-99

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. 6  
(Witt South)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

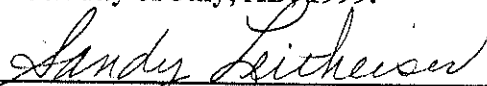
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	894 B-CA (Loc. C)	Near NW Corner, SW 1/4, NW 1/4, NW 1/4, Sec. 17, R-2W, T-9N, 3rd P.M.	\$5,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of July, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of July, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

RESOLUTION NO. 99-16

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 08-201-673-00

as described in Certificate No. 140 sold October 31, 1994.


WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13<sup>th</sup> day of July, 1999.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

Permanent Index No.: 08-201-673-00

**ATTACHMENT  
LEGAL DESCRIPTION**

That part of Lots Forty-seven (47) and Forty-eight (48) in Rountree's Addition to East Hillsboro, bounded by a line drawn as follows: Beginning at the southwest corner of said Lot Forty-seven (47), and running thence East 76 feet; thence North 70 feet; thence East 21 feet; thence North 50 feet; thence West 5 feet; thence South 45 feet; thence West 92 feet; more or less, to the east line of Douglas Street; thence South with the East line of Douglas Street 75 feet to the place of beginning, situated in the City of Hillsboro, Montgomery County, Illinois



RESOLUTION NO. 99-17

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the purposes of:

- (1) bringing about the recovery of delinquent real estate taxes for the benefit of all taxing districts having an interest in the particular parcel of real estate, and,
- (2) in the case of property to which the County of Montgomery, as Trustee, ultimately takes a Tax Deed pursuant to the Revenue Act, it will aid in the expeditious transfer of ownership and the return of that property to a tax paying status.

WHEREAS, pursuant to this program the County of Montgomery has acquired an interest in the following described real estate:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 08-201-674-00

as described in Certificate No. 141 sold October 31, 1994.

WHEREAS, a public auction was held March 31, 1999, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest of the above described real estate. Proceeds from sale shall be paid to the Treasurer of Montgomery County, Illinois, and to be distributed according to law.

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 13<sup>th</sup> day of July, 1999.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

Permanent Index No.: 08-201-674-00

**ATTACHMENT  
LEGAL DESCRIPTION**

That part of Lot Forty-eight (48) in Rountree's Addition to East Hillsboro, described as: Beginning at the Northwest corner of said Lot Forty-eight (48) and running thence East 92 feet; thence South 45 feet; thence West 92 feet to the east line of Douglas Street; and thence North with the East line of Douglas Street 45 feet to the place of beginning, situated in the City of Hillsboro, Montgomery County, Illinois

Chairman  
**Montgomery County Board**

Representing District 4  
**Joe Cordani**  
720 Yale St.  
Hillshoro, IL 62049  
(217) 532-6868

Honorable George H. Ryan  
Governor, State of Illinois  
207 Capitol Building  
Springfield, IL 62706

Re: HB1935

Dear Governor Ryan,

I am writing on behalf of my County to request your assistance in addressing the highly negative impact that HB1935 would have upon the already tenuous financial status of counties across the state of Illinois.

HB1935 is an unfunded mandate upon all counties and would divert thousands of dollars from each counties general fund to a Criminal Justice Information Network. Based on information provided me by the UCCI, this new program was advocated by only one entity, certain elected officials of Cook County, and no one else. The funds which would be taken from us can be better spent on our local law enforcement efforts.

I would request that you narrow the focus of HB1935 to those who have specifically requested this proposal and spare us the impact of this law on our already stretched law enforcement budget. HB1935 in its current form must not become law, I respectfully request that you exercise your constitutional authority to either amenditorily veto or to totally veto this proposal.

I greatly appreciate your attention to this matter.

Sincerely,

Joe Cordani, County Board Chairman  
Montgomery County

Resolution #99-18  
in Opposition  
of  
HB1935

**Be** it hereby resolved that the County Board of the County of Montgomery, State of Illinois, by unanimous vote of its members at a regularly scheduled meeting of Tuesday, July 13, 1999, do stand in opposition to the implementation of House Bill 1935 and the negative impacts that it would have on the law enforcement budgets of Montgomery County and counties across Illinois.

Signed this 13th day of July in the year 1999, by County Board Chairman, Joe Cordani

Joe Cordani, and attested by County Clerk and Recorder  
Sandy Leitheiser, Sandy Leitheiser

**AMENDING RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,797.67 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	890 B-CA (LOCATION D)	Near NW Corner, SW 1/4, SW 1/4, Sec. 16, R-4W, T-8N, 3rd P.M.	\$3,595.34

AUGUST

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of August, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of August, AD, 1999.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 50%  
Hillsboro 50%

AMENDING RESOLUTION

FOR

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of SOUTH LITCHFIELD has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$14,106.82 or roughly 10% of the cost from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	797 B-CA	Near the SE Corner, SE 1/4, Sec. 22, R-5W, T-8N, 3rd P.M.	\$139,736.55

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of August, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of August, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
 State of Illinois 80%  
 Montgomery County 10%  
 South Litchfield 10%

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of RAYMOND has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of RAYMOND of Montgomery County has agreed to pay an amount of \$20,616.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

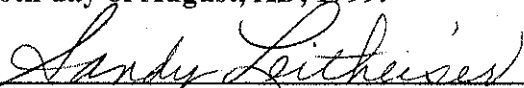
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
RAYMOND	841 B-CA Section 96-13120-00-BR	See Attached Map	\$206,160.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of August, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of August, AD, 1999.

  
 \_\_\_\_\_  
 SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

State of Illinois	80%
Montgomery County	10%
Raymond	10%

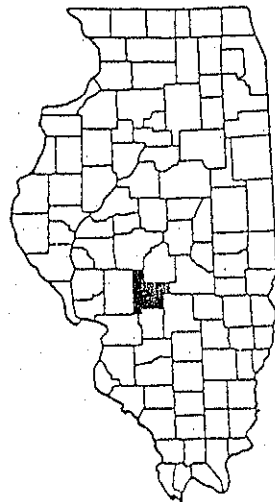
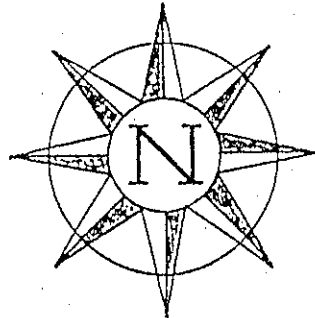
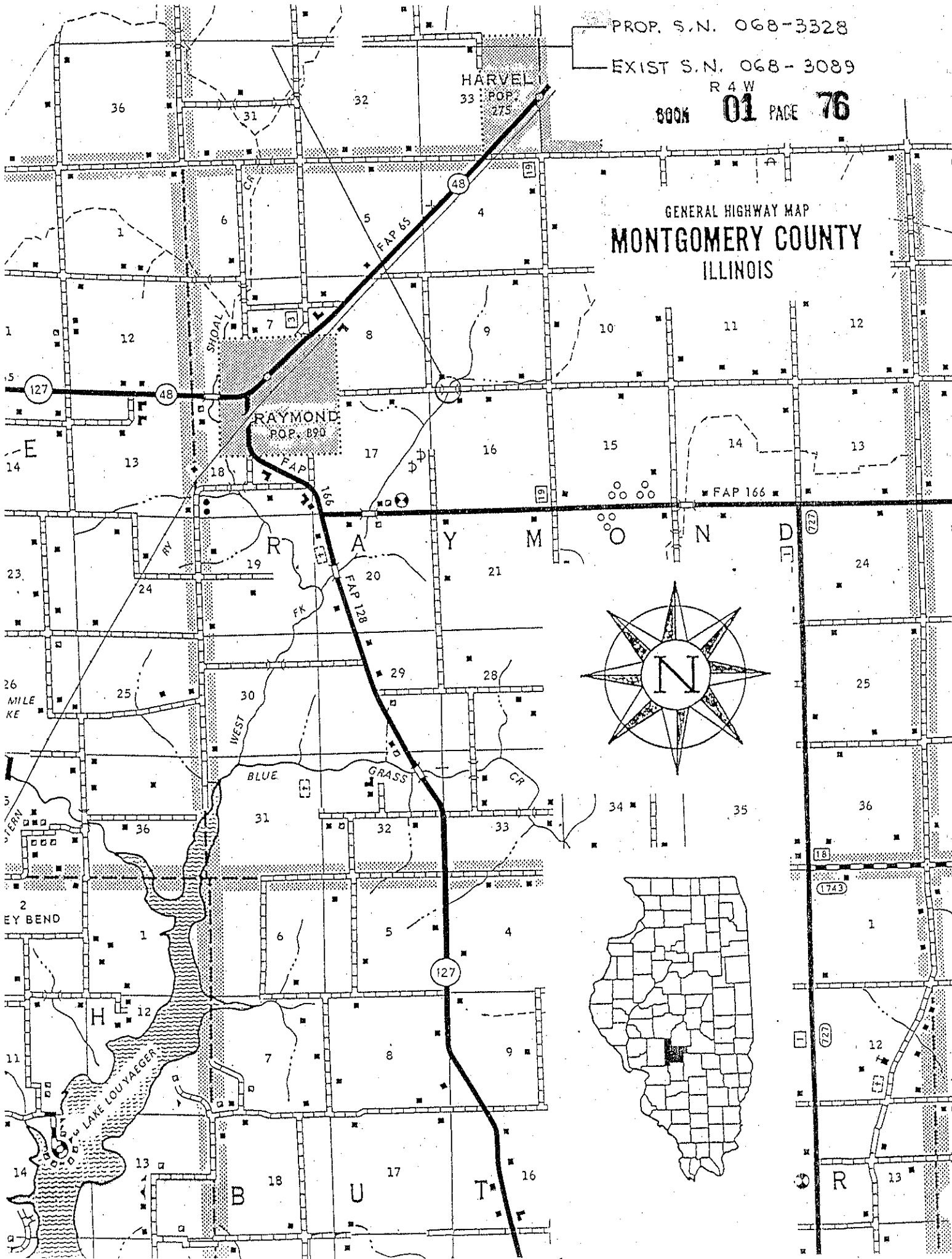
PROP. S.N. 068-3328

EXIST S.N. 068-3089


R 4 W

BOOK 01 PAGE 76

# GENERAL HIGHWAY MAP MONTGOMERY COUNTY ILLINOIS





Municipality	 <p><b>Illinois Department of Transportation</b></p> <p>Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds</p>	<p>LOCAL AGENCY</p>	Name OZYURT & STONE, INC.
Township Walshville			Address 511 West Capitol
County Montgomery			City Springfield
Section 6-17116-00-BR			State Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

**Section Description**

Name Bridge over Dry Fork Route T.R. 423 Length 575 Ft. 0.109Mi (Structure No. 068-3330 Prop )

Termini Section 20, T7N, R5W, 3<sup>rd</sup> P.M., approximately 4.0 miles SW of Walshville, IL

Description:

Construction engineering services for the approach roadway and structure replacement carrying T.R. 423 over Dry Fork.

**Agreement Provisions**

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:
- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such 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 DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer

- ~~g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.~~
- ~~h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.~~
- ~~i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.~~
- ~~j.  Furnish or cause to be furnished:~~
- ~~(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.~~
  - ~~(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.~~
  - ~~(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.~~
  - ~~(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.~~
  - ~~(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.~~

k.  Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

- 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
- 8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a.  Lump Sum Fee \$15,000.00

b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Principal Engineer	_____
Resident Engineer	_____
Chief of Party	_____
Instrument Man	_____
Rodmen	_____
Inspectors	_____
_____	_____
_____	_____
_____	_____
_____	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect \_\_\_\_\_ . In event the services of the ENGINEER extend beyond \_\_\_\_\_ the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- ~~a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.~~
  - ~~b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.~~
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraph 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

---

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Montgomery of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

County Board Chairman

*Sandy Lethersier*

Montgomery

Clerk

By

*Joe Corduroy*

Title:

Chairman of the County Board

(Seal)

Executed by the ENGINEER:

OZYURT & STONE, INC.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By *James E. Ozyurt*  
Title: Secretary - Treasurer

*Frank Alonzo*

Title: President

COPY

RESOLUTION 99-20

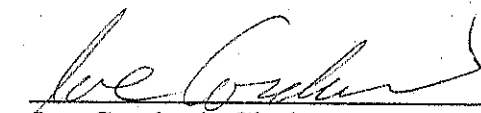
WHEREAS the Montgomery County Board has previously by ordinance authorized the senior citizens assessment freeze homestead exemption in Montgomery County; and

WHEREAS the Illinois legislature has by passage of Public Acts 91-45 and 56 increased the level of household income for those persons entitled to apply for the exemption, and has authorized an extension of the application period for the year 1999 only; and

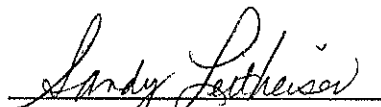
WHEREAS it is necessary by Resolution to authorize the Montgomery County Supervisor of Assessments to extend the period of time for the year 1999 only by which eligible persons may apply for the exemption.

BE IT HEREBY RESOLVED that the Montgomery County Supervisor of Assessments is authorized to accept application for the assessment freeze homestead exemption for the year 1999 only until and including the date of November 30, 1999.

APPROVED and ADOPTED this 10<sup>th</sup> day of August, 1999.

  
\_\_\_\_\_  
Joe Cordani, Chairman  
Montgomery County Board

ATTEST

  
\_\_\_\_\_  
Sandy Leitheiser  
County Clerk

ORDINANCE ABATING REAL PROPERTY TAXES #99-21  
Abatement of Property Taxes on a Parcel per  
The Guidelines Authorized in 18-165 of the  
Revenue Act; State of Illinois

We the **Montgomery County Board**, do hereby authorize and direct the County Clerk of Montgomery County to abate that portion of the property taxes accrued from new construction on the following parcel located in Zanesville Township, Montgomery County, IL:

Parcel# 19-000-422-05

Taxpayer Name **Carla Smith, c/o Pioneer Inc.**

Base value of parcel prior to improvement (tax year 1999) **1,336,616.**

The abatement of taxes on this parcel is in acknowledgment of a request by Pioneer Hi-Bred for the construction of a warehousing facility and is authorized by 18-165 of the Illinois Revenue Act.

The term of the abatement shall be as follows:

- 100% of improvement taxes for tax year 2000 payable 2001
- 100% of improvement taxes for tax year 2001 payable 2002
- 100% of improvement taxes for tax year 2002 payable 2003
- 100% of improvement taxes for tax year 2003 payable 2004
- 100% of improvement taxes for tax year 2004 payable 2005
- 100% of improvement taxes for tax year 2005 payable 2006

Approved this 10<sup>th</sup> day of August 1999 as witnessed by the signatures below.

Joe Cordani  
Joe Cordani, County Board Chairman

date 8/10/99

Sandy Leitheiser  
Sandy Leitheiser, County Clerk & Recorder

date 8/10/99

MONTGOMERY COUNTY ORDINANCE NO. #99-22TRUANCY

**SECTION 1:** Absenteeism from school by students under the age of 16 has become a significant problem, and in many instances police records establish that persons under the age of 16 who are frequently absent from school become involved in offenses of vandalism, drug abuse, alcohol consumption, disorderly conduct, and other offenses constituting crimes in the State of Illinois. The purpose of this Ordinance is to take appropriate action to cause a reduction in absenteeism from school by students under the age of 16.

**SECTION 2:** For purposes of this Ordinance, the following terms are defined as set forth below:

- (a) **MONTGOMERY COUNTY SCHOOL DISTRICT.** Montgomery County School District is hereby defined to be one or more of the following school districts situated in Montgomery County, Illinois:
- Hillsboro Community Unit School District # 3  
Litchfield Community Unit School District # 12  
Nokomis Community Unit School District # 22  
Panhandle Community Unit School District #2
- (b) **MONTGOMERY COUNTY STUDENT.** A Montgomery County Student is hereby defined to be a student under the age of 16 enrolled in one of the Montgomery County School Districts.
- (c) **PARENT/GUARDIAN.** Parent/Guardian is hereby defined to be the natural parent, legal guardian, or other person having custody or control of a Montgomery County Student.
- (d) **TRUANT OFFICER.** The Truant Officer shall be the Truant Officer employed by one or more of the Montgomery County School Districts under 105 ILCS 5/3-13.
- (e) **TRUANT.** A truant is hereby defined as a Montgomery County Student who is absent from attendance in school for a school day, or part of a school day, without valid cause for absence.
- (f) **VALID CAUSE FOR ABSENCE.** A valid cause for absence shall be illness, observation of a religious holiday, a death in the immediate family, a family emergency, and shall include such other situations beyond the control of the Montgomery County Student as determined by the Board of Education of the



Montgomery County School District in which the student is enrolled, or such other circumstances which cause reasonable concern to the Parent/Guardian for the safety or health of the Montgomery County Student.

- (g) **CHRONIC OR HABITUAL TRUANT.** A chronic or habitual truant shall be a Montgomery County Student between the ages of 7 and 16 who is absent without valid cause from attendance for 10% or more of the previous 180 regular attendance days in school.
- (h) **KNOWINGLY.** Knowingly is hereby defined to exist (i) when a Parent/Guardian has a conscious awareness, or has a substantial probability of the existence of the fact, that his or her Montgomery County Student is a truant or (ii) after a Parent/Guardian receives verbal or written notice (including notice by telephone) that his or her Montgomery County Student is a truant.

**SECTION 3:** It shall be unlawful for any Parent/Guardian to knowingly permit a Montgomery County Student to be absent from attendance, without valid cause for absence, for all or any part of a school day in the Montgomery County School District in which the student is enrolled as a full-time student. Any Parent/Guardian violating the foregoing terms of this Ordinance shall be subject to the following fines, upon conviction:

- (a) A fine of \$50.00 for a first offense;
- (b) A fine of \$100.00 for the second offense; and
- (c) A fine of \$250.00 for the third offense.

Each day or a portion of each day upon which a violation occurs shall constitute a separate offense.

**SECTION 4:** Citations for violation of this Ordinance may be issued by any Truant Officer employed by any Montgomery County School District, and/or Montgomery County through the Regional Office of Education, a Sheriff or any Deputy Sheriff of Montgomery County, and any police officer of any city or village situated within any Montgomery County School District. All citations for violations of this Ordinance will be prosecuted by the office of the State's Attorney for Montgomery County, Illinois. All fines collected or paid for violation of this Ordinance shall be the property of Montgomery County, Illinois. Each Montgomery County School District is now assuming partial responsibility for the payment of the salary of the Truant Officer employed by each Montgomery County School District.

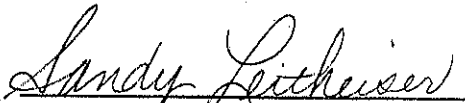
**SECTION 5:** The terms and provisions of this Ordinance shall be in addition to, not in substitution of or in replacement for, any of the other provisions, law, or regulations concerning truancy. Such other provisions and regulations, include without limitation, the following:

- (a) 105 ILCS 26-10
- (b) 105 ILCS 5/26-11
- (c) 105 ILCS 5/26-7 through 5/26-8 (b)
- (d) Applicable provisions of the Illinois School Code of the Juvenile Court Act of 1987 concerning a chronic or habitual truant.
- (e) Any other applicable provisions of the Juvenile Court Act of 1987 for the State of Illinois, including 105 ILCS 405/3/33 (Truant Minor in Need of Supervision).

**SECTION 6:** This Ordinance shall be effective upon its lawful adoption by the County Board of Montgomery County, Illinois and the Board of Education of one or more of the Montgomery County School Districts. The Ordinance shall be binding upon each Montgomery County School District when adopted and approved by the Board of Education for that Montgomery County School District. If any one or more of the Boards of Education of the Montgomery County School Districts fail or decline to adopt this Ordinance, such failure or declination shall not effect the enforceability of this Ordinance for those Montgomery County School Districts wherein the Board of Education has adopted this Ordinance. The Ordinance may also be adopted and approved by any city or village situated within any Montgomery County School District, with the understanding that the or declination of any city or village to adopt this ordinance shall not effect enforcement of this Ordinance if it is adopted by the County Board of Montgomery County, Illinois and the Board of Education for the Montgomery County School District in which the city or village is situated. The adoption and implementing of the terms of this Ordinance shall be deemed an intergovernmental agreement under 5 ILCS 220/3 and related statutes.

ADOPTED AND APPROVED THIS 10<sup>th</sup> DAY OF AUGUST, 1999.

  
\_\_\_\_\_  
JOE CORDANI, CHAIRMAN

  
\_\_\_\_\_  
SANDY LEITHEISER  
COUNTY CLERK

# INVESTMENT POLICY

## COUNTY OF MONTGOMERY STATE OF ILLINOIS

**Ron Jenkins, Treasurer  
Montgomery County, Illinois**

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## INVESTMENT POLICY

It is prudent for any governmental unit to have an Investment Policy in place for safe guarding funds, equitably distributing investments, and maximizing income. Therefore, the following policy is adopted by the Montgomery County Treasurer.

### I. Scope

This Investment Policy applies to investment activities of all funds under jurisdiction of the Montgomery County Treasurer and to any new funds or temporary funds placed under the jurisdiction of the Montgomery County Treasurer. The Illinois Compiled Statutes will take precedence except where this policy is more restrictive wherein this policy will take precedence.

### II. Objectives

The purpose of this Investment Policy is to establish cash management and investment guidelines for stewardship of public funds under jurisdiction of the Montgomery County Treasurer. The specific objectives of this investment policy will be as follows but not limited to:

- ◆ Safety of principal.
- ◆ The portfolio shall remain sufficiently liquid to meet all operating costs reasonably anticipated.
- ◆ The highest interest rate available combined with safety of principal shall always be the objective of the Montgomery County Treasurer. This policy which is left to discretion of the Montgomery County Treasurer includes a 110% collateralization requirement.
- ◆ In maintaining the investment portfolio, the Montgomery County Treasurer shall avoid any transaction that might impair public confidence in the Montgomery County Treasurer.
- ◆ Investments will be for a period of one day or longer, depending on the requirement for disbursement of funds.

### III. Responsibility

The Montgomery County Treasurer:

- ◆ Has direct responsibility for investing funds under control of the Montgomery County Treasurer.
- ◆ Is accountable for all transactions.
- ◆ Shall establish a system of controls for subordinates who are directly involved in investment activities.

### IV. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person", and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for any individual securities credit risk or market price changes

provided that deviations from expectation are reported immediately and appropriate action is taken to control adverse developments.

## **V. Accounting**

The Montgomery County Treasurer or the Montgomery County Treasurer's staff shall record all investment transactions. A report will be generated, at least monthly, listing all active investments, location of investment, duration of investment, interest rate, and other pertinent information deemed necessary by the Montgomery County Treasurer. This report will be made available to the Montgomery County Board and the public upon request.

## **VI. Ethics and Conflict of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or could impair their ability to make impartial decisions.

## **VII. Financial Institutions**

The Montgomery County Treasurer has sole responsibility in selecting a financial institution as depository for Montgomery County Treasurer funds. The Montgomery County Treasurer will take into consideration but not limit selection to security, location, condition, service, and fees when choosing a financial institution.

Investments shall be made on the basis of highest rate bid by a safe/secure bank in the county on the day the investment is available.

All financial institutions in the county are invited to participate in bidding for the funds and financial services of the Montgomery County Treasurer's Office.

Each calendar quarter all financial institutions containing Montgomery County Treasurer funds must provide to the Montgomery County Treasurer a copy of their complete and current "Call Report", the same report required by their appropriate State and/or Federal regulatory authority, within 30 days of the close of the quarter.

## **VIII. Monitoring the Strength of Financial Institutions**

It is important for the Montgomery County Treasurer to monitor the strength of financial institutions on a periodic ongoing basis. A method of doing so without spending an inordinate amount of time monitoring each institution is as follows but not limited to:

- ◆ Deposits in any one financial institution shall not exceed 65% of the Capital and Surplus of that institution.
- ◆ The financial institution's NET INCOME should be POSITIVE and show consistency and growth over time (not necessarily quarterly).
- ◆ The CAPITAL RATIO should be AT LEAST 6% OR BETTER. The capital ratio is calculated by dividing total stockholders equity plus loan loss reserves by total assets.
- ◆ Reserves for loan losses should be approximately 1% to 1.5% of loans of the financial institution.

**IX. Investment Vehicles**

The Montgomery County Treasurer will use investments approved for governmental units as set forth in the most current issue of the Illinois Compiled Statutes.

**X. Monitoring Excess Funds in Demand/Checking Accounts**

Interest bearing demand/checking accounts are available to governmental units. Where practical all demand/checking accounts shall be interest bearing. This will help to insure that funds deposited by the Montgomery County Treasurer are earning interest. The Montgomery County Treasurer or designee shall continually monitor demand/checking accounts to verify if excess funds are available for investing. An interest bearing demand/checking account will not be a substitution for investing in Certificates of Deposit or other secure investments.

**XI. Collateral**

The Montgomery County Treasurer shall determine whether or not collateral will be required of financial institutions receiving funds from the Montgomery County Treasurer. Any amount exceeding FDIC coverage must be collateralized.

When collateral is necessary, 110% of the deposit will be required. Only the following collateral will be accepted:

- ◆ U.S. Government direct securities.
- ◆ Obligations of Federal Agencies.
- ◆ Obligations of Federal Instrumentality's.
- ◆ Obligations of the State of Illinois.
- ◆ Other acceptable collateral as identified in the Illinois Compiled Statutes for use by the Treasurer of the State of Illinois.

Collateral security shall be ensured in the form of a written collateral agreement signed by the Montgomery County Treasurer, the bank of depository, and the pledge security depository agency.

Investments shall be made with judgement and care, under circumstances then prevailing which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the possible income to be derived.

The above standard is established as the standard for professional responsibility and shall be applied in the context of managing the Montgomery County Treasurer's portfolio pursuant to "ACT 235. PUBLIC FUNDS INVESTMENT ACT" Chapter 30 of the Illinois Compiled Statutes, along with all other Statutes and Constitutional provisions regarding conflicts of interest and ethical considerations.

**XII. Security Controls**

At all times only the Montgomery County Treasurer shall singly, or jointly of two or more signatories as designated by the Montgomery County Treasurer, be authorized to:

- ◆ Establish financial accounts for the Montgomery County Treasurer's Office.
- ◆ Sign on financial accounts of the Montgomery County Treasurer's Office.
- ◆ Approve telephonic or otherwise, the transfer of funds electronically or otherwise, of the Montgomery County Treasurer's Office.

**XIII. Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by the Treasurer shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third party custodian and evidenced by safekeeping receipts and a written custodial agreement.

**XIV. Diversification**

The Treasurer may diversify investments based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

**XV. Maximum Maturities**

To the extent possible, the Treasurer shall attempt to match investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Treasurer will not directly invest in securities maturing more than one (1) year from the date of purchase.

Reserve funds may be invested in securities exceeding one (1) year if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds.

**XVI. Internal Control**

The County Treasurer is responsible for establishing and maintaining an internal control structure designed to insure funds are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The internal controls shall address the following points:

- ◆ Control of collusion.
- ◆ Separation of transaction authority from accounting.
- ◆ Written confirmation of telephone transactions for investments and wire transfers.

**XVII. Performance Standards**

This investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with similar maturity, liquidity, and credit quality as that of the portfolio.



**VIII. Marking to Market**

A statement of the market value of the portfolio shall be issued to the County Board at least quarterly.

**XIX. Savings Clause**

In the event any state or federal legislation or regulation should further restrict instruments or institutions authorized by this policy, such restrictions shall be deemed to be immediately incorporated in this policy.

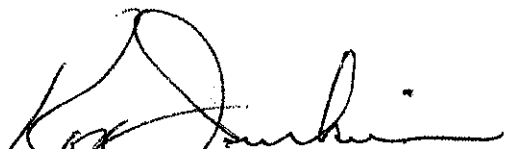
**XX. Investment Policy Adoption**

This investment policy adopted by the Montgomery County Treasurer shall be presented to the Montgomery County Board and on file in the office of Montgomery County Clerk. The policy shall be reviewed annually by the Montgomery County Treasurer and notification of any modifications will be given all interested parties.

This investment policy supersedes all prior investment policies.

END OF POLICY

Adopted this 1st day of September, 1999.



Ron Jenkins, Treasurer  
Montgomery County, Illinois

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 29-99

(Amends Resolution #18-99)

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. 8  
(Fillmore Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,626.23 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	899 B-CA	Near NE Corner, NW 1/4, SE 1/4, Sec. 7, R-3W, T-8N, 3rd P.M.	\$2,626.23

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of September, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of September, AD, 1999.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
 RESOLUTION # 30-99  
 (Amends Resolution #22-99)

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
 PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
 11 (Hillsboro-Walshville Road or Walshville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,338.59 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

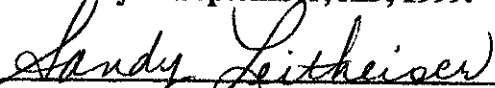
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	887 B-CA	See Attached Location Map	\$2,338.59

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of September, AD, 1999.

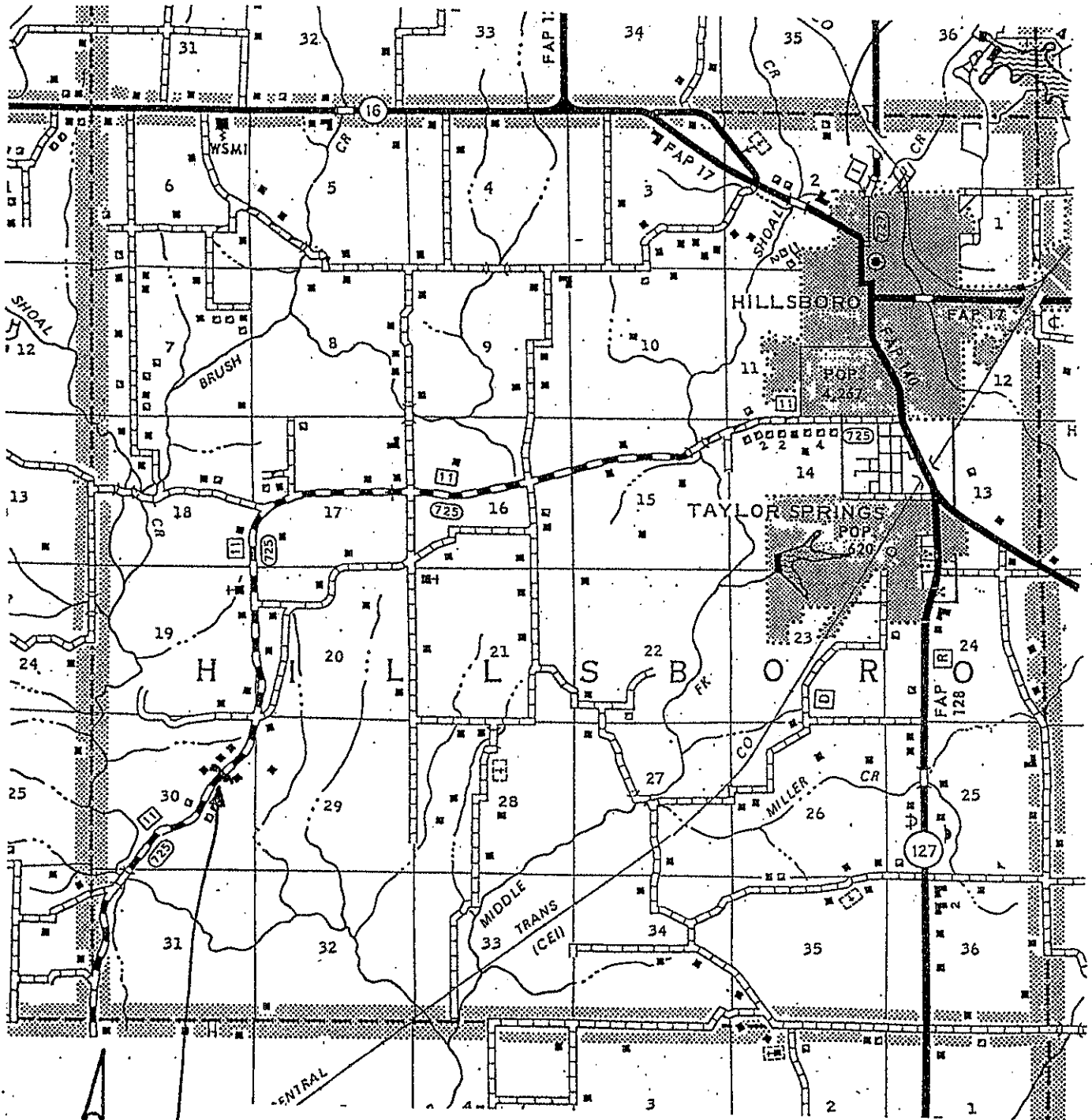
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of September, AD, 1999.

  
 SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
 Montgomery County 100%

HILLSBORO R. D.  
R. 4 W., T. 8 N.

R. 4 W.



T. 8 N.

887-BCA



AN ORDINANCE FOR THE LEVY OF TAXES FOR THE RAYMOND-HARVEL  
SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Raymond-Harvel Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2000 is the sum of \$28,060.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Twenty-eight Thousand, Sixty Dollars and No Cents (\$28,060.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$28,060.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 14<sup>th</sup> DAY of September, 1999.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

**BUDGET**

**RAYMOND-HARVEL AREA AMBULANCE SERVICE, INC**  
**2000 BUDGET**  
**12-01-99 THROUGH 11-30-00**

Montgomery County District Assessed Valuation	\$ 25,003,065
Christian County District Assessed Valuation	\$ 1,624,947
<b>Total Taxing District Assessment</b>	<b>\$ 26,628,012</b>

**Expenses**

1) Ambulance(s) Fuel	500
Maintenance	1,200
2) Telephone, Paging	2,200
3) Ambulance(s) Equipment Expenses	1,200
Supplies	1,200
4) Ambulance Garage Maintenance	1,400
Utilities	1,800
5) Clerical	1,000
6) Squad Expense	1,000
7) Insurance	5,000
8) Depreciation/Ambulance	9,000
9) Radio Maintenance/Depreciation	2,500
10) Wages & Payroll Expense	10,000
<b>Total Expenses</b>	<b>\$ 38,000</b>

**received**  
8-16-99

**Revenue**

1) Anticipated Fees Collected (\$10,000 *80% billed/collected)	\$8,000
2) Special Taxing District Montgomery County	\$28,060
3) Special Taxing District Christian County	\$1,940
<b>Total Revenue</b>	<b>\$38,000</b>

This budget was approved by the Board of Directors of the Raymond-Harvel Ambulance Service, Inc. on August 10, 1999.

RESOLUTION 1999 24AN ORDINANCE FOR THE LEVY OF TAXES FOR THE HILLSBORO  
SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Hillsboro Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2000 is the sum of \$95,800.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of Ninety-five Thousand, Eight Hundred Dollars and No Cents (\$95,800.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$95,800.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 14<sup>th</sup> DAY of September, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER



## CULLISON &amp; VANDEVER LAW OFFICES

ATTORNEYS AT LAW

405 South Main Street  
P.O. Box 188  
Hillsboro, Illinois 62049Telephone  
(217) 532-5432Telefax  
(217) 532-6431

STEPHEN R. CULLISON

RALPH A. VANDEVER  
Of Counsel

August 16, 1999

Dale Traylor  
Montgomery County Emergency Services and Disaster Agency  
Montgomery County Courthouse  
Hillsboro, IL 62049

RE: Year 2000 Budget for Hillsboro Area Ambulance Service

Dear Mr. Traylor:

Enclosed please find a copy of the proposed year 2000 budget for Hillsboro Ambulance Service.

The proposed budget requests that the County, through the Special Service District, provide to Hillsboro Area Ambulance Service tax money in the amount of \$95,800.00. This is \$4,000.00 greater than 1999. The reason for the increase is that we have included into the budget a line item of \$8,000.00 for the purpose of funding building expansion or a new building for the Ambulance Service. We have been talking to Hillsboro Area Hospital for several months about either expanding the ambulance garage or building a new ambulance garage since we desperately need more room. The other \$4,000.00 to fund this item will be provided from other sources, mostly from anticipated fees collected.

Please submit this request to the County Board on our behalf. If there are any questions please feel free to call.

Sincerely,



Stephen R. Cullison, President  
Hillsboro Area Ambulance Service

SRC:lg

Enclosure

pc: Hillsboro Area Ambulance Service  
Hillsboro Area Hospital  
1200 East Tremont Street  
Hillsboro, IL 62049  
Attn: Barb Schmedeke

received  
8-17-99

HILLSBORO AREA AMBULANCE SERVICE, INC.  
2000 BUDGET  
(12-1-1999 THROUGH 11-30-2000)

EXPENSES:

1. Fixed Expense (\$5,450.00/mo.).....	\$ 65,400.00
2. Maintenance Expense (\$3,400.00/mo).....	\$ 40,800.00
3. Operational Expense (\$9,000.00/mo.).....	\$108,000.00
4. Depreciation (\$2,000.00/mo.).....	\$ 24,000.00
5. Contingency Fund (\$300/mo.).....	\$ 3,600.00
6. Equipment purchase, (\$1,000/month).....	\$ 12,000.00
7. Proposed building expansion cost (\$667/month):	\$ 8,000.00

TOTAL EXPENSE:.....\$261,800.00

REVENUE:

1. Anticipated Fees Collected (\$200,000.00 billed x 82% collected).....	\$164,000.00
2. Interest.....	\$ 2,000.00
3. Needed from Contract with Special District governed by County Board.....	\$ 95,800.00

TOTAL REVENUE:.....\$261,800.00

See attached sheet for footnotes and explanations

FOOTNOTES AND FURTHER BUDGET INFORMATION

1. "Fixed Expenses" for budget purposes includes the following: salary of Administrator Ellis, salary of full-time Operations Director Barb Schmedeke, rent paid to Hillsboro Hospital, laundry expenses and supplies ordered through Hillsboro Hospital and utility expenses.

2. "Maintenance Expenses" for budget purposed includes the following: Monthly fee to County for collection and billing services, radio service contract, telephone expense, fuel, vehicle repairs and insurance.

3. "Operations Expense" for budget purposes includes primarily wages paid to part-time EMT's, and the related employer expense such as social security and the monthly fees paid to R. M. Patton, C.P.A. for bookkeeping services.

4. This budget assumes that the County Board will agree to contract with Hillsboro Area Ambulance Service to provide service for the amount of \$95,800.00.

AN ORDINANCE FOR THE LEVY OF TAXES FOR THE LITCHFIELD  
SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Litchfield Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2000 is the sum of \$70,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of Seventy Thousand Dollars and No Cents (\$70,000.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$70,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 14<sup>th</sup> DAY of September, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

**F I L E D**  
SEP 21 1999

*Sandra Leitheiser* COUNTY CLERK

I, Marilyn S. Hartke, City Clerk of the City of Litchfield, Montgomery County, Illinois, do hereby certify that the foregoing to be a true, perfect, and complete copy of Resolution No. 14-99 passed by the City Council at it's regular meeting held on September 09, 1999.

IN WITNESS WHEREOF, I have unto subscribed my name and attached the official seal of said / City, at Litchfield, Illinois on this the 20th day of September, 1999.

*Marilyn S. Hartke*  
Marilyn S. Hartke  
City Clerk

RESOLUTION NO. 14-99

**A RESOLUTION REQUESTING TAX LEVY TO THE  
LITCHFIELD AMBULANCE SPECIAL SERVICE AREA  
FISCAL YEAR 12-1-1999 THROUGH 11-30-2000**

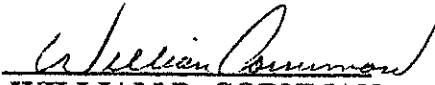
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LITCHFIELD,  
MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE: BY THE ADOPTION OF THIS RESOLUTION THE CITY OF  
LITCHFIELD HEREBY REQUESTS OF THE COUNTY OF MONTGOMERY, MONTGOMERY  
COUNTY AMBULANCE SERVICE, 1999 YEAR TAX LEVY IN THE AMOUNT OF \$70,000.00  
FOR THE LITCHFIELD AMBULANCE SPECIAL SERVICE AREA FOR THE FISCAL YEAR  
12-1-1999 THROUGH 11-30-2000.**

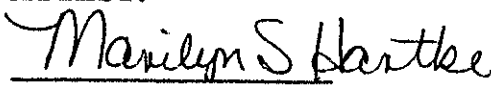
**SECTION TWO: THE CITY CLERK IS HEREBY AUTHORIZED AND DIRECTED TO  
SUBMIT A TRUE AND CORRECT COPY OF THIS RESOLUTION TO THE COUNTY OF  
MONTGOMERY, MONTGOMERY COUNTY AMBULANCE SERVICE, TOGETHER WITH A  
COPY OF THE TENTATIVE FISCAL YEAR 1999 BUDGET FOR PURSUANT TO  
PARAGRAPH 12 OF THAT CERTAIN AGREEMENT FOR AMBULANCE SERVICE WITHIN  
THE LITCHFIELD AMBULANCE SPECIAL SERVICE AREA HERETOFORE EXECUTED  
AND NOW IN FORCE AND EFFECT BETWEEN THE CITY OF LITCHFIELD AND  
MONTGOMERY COUNTY, MONTGOMERY COUNTY AMBULANCE SERVICE.**

ADOPTED THIS 9 DAY OF September, 1999.

APPROVED THIS 9 DAY OF September, 1999.

  
WILLIAM D. CORNMAN  
MAYOR

ATTEST:

  
MARILYN S. HARTKE  
CITY CLERK

LITCHFIELD SERVICE AREA  
AMBULANCE OPERATIONS  
PROJECTED RECEIPTS & DISBURSEMENTS  
FROM DECEMBER 1, 1999 TO NOVEMBER 30, 2000

## RECEIPTS:

REAL ESTATE TAXES	\$ 70,000.00	
COLLECTIONS	180,000.00	
CITY FUNDING	70,000.00	
INTEREST	23,500.00	
TOTAL RECEIPTS		\$273,500.00

## DISBURSEMENTS:

SALARIES	\$227,500.00	
BENEFITS	27,900.00	
COUNTY ADMINISTRATION FEE	13,650.00	
VEHICLE EXPENSE	13,800.00	
MEDICAL SUPPLIES & EQUIPMENT	7,000.00	
DUES, SUBSCRIPTION & SCHOOL EXPENSE	2,000.00	
INSURANCE	18,250.00	
MISCELLANEOUS EXPENSE	2,250.00	
NEW VEHICLE	75,000.00	
TOTAL DISBURSEMENTS		\$387,350.00
OPERATING LOSS		\$113,850.00

received  
8-16-99

AN ORDINANCE FOR THE LEVY OF TAXES FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Farmersville-Waggoner Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2000 is the sum of \$46,700.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Forty-six Thousand, Seven Hundred Dollars and No Cents (\$46,700.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$46,700.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 14<sup>th</sup> DAY of September, 1999.

  
 \_\_\_\_\_  
 CHAIRMAN JOE CORDANI

ATTEST:

  
 \_\_\_\_\_  
 COUNTY CLERK SANDY LEITHEISER



June 11, 1999

Mr. Traylor and Montgomery County finance committee:

Below is the proposed FY 2000 budget for the Farmersville-Waggoner Ambulance.

Depreciation Fund	19,200.00
Insurance	5,200.00
Utilities	5,100.00
Billing Fees	1,700.00
EMT Salaries	25,800.00
Supplies	3,500.00
Vehicle Expenses	4,200.00
Miscellaneous	3,000.00
Contingency	4,000.00
Total Expenses	71,700.00
Estimated Income	25,000.00
Proposed budget	46,700.00

Respectfully submitted,

Mollie Fesser  
 Secretary-Treasurer  
 Farmersville-Waggoner  
 Ambulance Squad

6/11/1999

**NOTE: FINANCE COMMITTEE**

The "Proposed Budget" item of \$46,700  
 is the amount requested from the "Special Service Ambulance"  
 tax levy.

per D. L. Traylor

6-11-99 DJT

RESOLUTION 1999 27

AN ORDINANCE FOR THE LEVY OF TAXES FOR THE NOKOMIS-WITT  
SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Nokomis-Witt Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Section 235 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2000 is the sum of \$50,649.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Fifty Thousand, Six Hundred Forty-nine Dollars and No Cents (\$50,649.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$50,649.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 14<sup>th</sup> DAY of September, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

**NOKOMIS-WITT AREA AMBULANCE SERVICE  
BUDGET PROPOSAL FOR 2000**

**REVENUES:**

CARRY OVER FROM 1999	\$ 229.00
ANTICIPATED COLLECTIONS	\$82600.00
TAX LEVY RATE .15 ON 33 MILLION	\$50649.00
<b>TOTAL REVENUE EXPECTED</b>	<b>\$133,478.00</b>

**EXPENSES:**

WAGES, S.S, BACK-UPS,ETC	\$59000.00
WORKMENS COMP	\$ 5500.00
MAINTENCE	\$18000.00
DEPRECIATION	\$20000.00
MEDICAL SUPPLIES AND EQUIP.	\$12000.00
INSURANCE (VEH., PERSONEL, AND BLDG.)	\$13350.00
COLLECTIONS DEPT.	\$ 5073.00
<b>TOTAL EXPENSES</b>	<b>\$132923.00</b>
<b>CARRY OVER TO 2001</b>	<b>\$ 555.00</b>

*Gene Burdzylauskas - President*  
*Spette (S) - Manager*

**received**  
6/14/99

County Funds
CORPORATE AUTHORIZATION RESOLUTION

By: Montgomery County Treasurer
(Corporation)

PO Box 596
(Address)

Hillsboro, IL 62049
(City, State and Zip Code)

A. I, Sandy Leitheiser, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Illinois, Federal Employer I.D. Number 37-6001661, engaged in business under the trade name of Montgomery County Board, and that the following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on Tuesday, August 10, 1999. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

B. Be it resolved that,

- (1) The Financial institution named above is designated as a depository for the funds of this corporation.
(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
(3) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this corporation with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
(4) Any of the persons named below, so long as they act in a representative capacity as agents of this corporation, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this Financial Institution, concerning funds deposited in this Financial Institution, moneys borrowed from this Financial Institution or other business transacted by and between this corporation and this Financial Institution subject to any restrictions stated below.
(5) Any and all prior resolutions adopted by the Board of Directors of this corporation and certified to this Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, unless supplemented or modified by this authorization.
(6) This corporation agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of this corporation, and authorizes the Financial Institution named above, at any time, to charge this corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on this Financial Institution, regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimens in section C. (or the facsimile signature specimens that this corporation files with this Financial Institution from time to time) and contain the required number of signatures for this purpose.

C. If indicated, any person listed below (subject to any expressed restrictions) is authorized to:

Table with columns: Name and Title, Signature, Facsimile Signature (if used). Rows include Ron Jenkins (Mont Co Treasurer) and Don Gregg.

Indicate A, B, C and/or D

- (1) Exercise all of the powers listed in (2) through (6).
(2) Open any deposit or checking account(s) in the name of this corporation.
(3) Endorse checks and orders for the payment of money and withdraw funds on deposit with this Financial Institution. Number of authorized signatures required for this purpose 2
(4) Borrow money on behalf and in the name of this corporation, sign, execute and deliver promissory notes or other evidences of indebtedness. Number of authorized signatures required for this purpose
(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by this corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment. Number of authorized signatures required for this purpose
(6) Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this Financial Institution. Number of authorized persons required to gain access and to terminate the lease

D. I further certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this corporation on

Aug 10, 1999

Signature of Steven A. Garber, Attest by One Other Officer

Signature of Sandy Leitheiser, Secretary

IMPRINT SEAL HERE

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 31-99

(Amends Resolution #21-99)

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of BUTLER GROVE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of BUTLER GROVE of Montgomery County has agreed to pay an amount of \$4,050.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

Table with 4 columns: ROAD DISTRICT, NAME OF BRIDGE, LOCATION, EST. COST. Row 1: BUTLER GROVE, 897 B-CA #068-3242, Near SE Corner, SW 1/4, R-4W, T-9N, 3rd P.M., \$8,279.13

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of October, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of October, AD, 1999.



Sandy Leithaiser SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN: Montgomery County 50% Butler Grove 50%

OCTOBER

**A RESOLUTION ADOPTING THE FISCAL YEAR 2000 FINANCIAL APPROPRIATION ORDINANCE**

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

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

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

**BE IT THEREFORE ADOPTED AND RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 1999, that the attached Financial Appropriation Ordinance for Fiscal Year 2000 which commences December 1, 1999 and ends November 30, 2000, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Thirteen Million, Three Hundred Eighty-eight Thousand, Seven Hundred Forty-three Dollars and No Cents. (\$13,388,743.00).**

**PASSED this 12th day of October, 1999.**

*Joe Cordani*  
\_\_\_\_\_  
**CHAIRMAN JOE CORDANI**

**ATTEST:**  
*Sandy Leitheiser*  
\_\_\_\_\_  
**COUNTY CLERK SANDY LEITHEISER**

**AYES: 19**

**NAYES: 0**

**PRESENT: 19**

**ABSENT: 2**

## GENERAL CORPORATE TAX LEVY RESOLUTION

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 1999, after having ascertained the sum of Five Hundred Seventy-five Thousand Dollars and No Cents (\$575,000.00) as being necessary to be raised for General County purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Five Hundred Seventy-five Thousand Dollars and No Cents (\$575,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Five Hundred Seventy-five Thousand Dollars and No Cents (\$575,000.00), provided that the per cent of levy shall not exceed .2025 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of October, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

AYES: 19

NAYES: 0

PRESENT: 19

ABSENT: 2

**COUNTY HEALTH DEPARTMENT TAX LEVY RESOLUTION**

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 1999, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00) is necessary.

**WHEREFORE**, there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois for the current taxable year, the sum of Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's books of Montgomery County for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00) provided that the percent of levy shall not exceed .10 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

**APPROVED and ADOPTED** this 12th day of October, 1999.

  
\_\_\_\_\_  
**CHAIRMAN JOE CORDANI**

**ATTEST:**

  
\_\_\_\_\_  
**COUNTY CLERK SANDY LEITHEISER**

**AYES: 19**  
**NAYES: 0**  
**PRESENT: 19**  
**ABSENT: 2**



**ILLINOIS MUNICIPAL RETIREMENT FUND TAX LEVY RESOLUTION**

**WHEREAS**, it has been ascertained that the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

**BE IT RESOLVED** that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

**BE IT FURTHER RESOLVED** that the County Clerk of Montgomery County, extend such per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any laws of the State of Illinois.

**APPROVED and ADOPTED** this 12th day of October, 1999.

  
\_\_\_\_\_  
**CHAIRMAN JOE CORDANI**

**ATTEST:**

  
\_\_\_\_\_  
**COUNTY SANDY LEITHEISER**

**AYES:** 19

**NAYES:** 0

**PRESENT:** 19

**ABSENT:** 2

RESOLUTION 99- 32**SOCIAL SECURITY EMPLOYER CONTRIBUTION FUND  
TAX LEVY RESOLUTION**

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 1999, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/21-10, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Three Hundred Seventy-eight Thousand, Five Hundred Dollars and No Cents (\$378,500.00) for the purpose of paying said social security tax contributions from said fund.

**BE IT FURTHER RESOLVED** that the County Clerk of Montgomery County extend such per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Three Hundred Seventy-eight Thousand, Five Hundred Dollars and No Cents (\$378,500.00) The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general county purposes as the same may be limited by any law of the State of Illinois.

**APPROVED and ADOPTED** this 12th day of October, 1999.

  
\_\_\_\_\_  
**CHAIRMAN JOE CORDANI**

**ATTEST:**

  
\_\_\_\_\_  
**COUNTY CLERK SANDY LEITHEISER**

**AYES:** 19

**NAYES:** 0

**PRESENT:** 19

**ABSENT:** 2

**RESOLUTION FOR THE LEVY OF A TAX FOR PAYING THE COSTS OF INSURANCE PREMIUMS FOR  
SPECIFIC PURPOSES**

WHEREAS, it is the duty and responsibility of and in accordance with sound financial practices for Montgomery County, Illinois, to protect itself and its assets against any liability which may be imposed upon it under the provisions of the Worker's Compensation Act, the Worker's Occupational Diseases Act and/or the Unemployment Insurance Act, all of the State of Illinois, and

WHEREAS, this County is authorized to levy a tax upon all taxable property within said county as the same is equalized or assessed by the Department of Revenue of this State, at a rate that will produce a sum of money which will be sufficient to pay the reasonable costs of protecting itself and/or its employees, by insurance, against such liability which may be imposed under such acts, and

WHEREAS, this County has duly adopted an Appropriation Ordinance for the fiscal year 2000 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of One Hundred Eighty-eight Thousand Dollars and No Cents (\$188,000.00) for the payment of insurance premiums for the protection of said county against liability which may be imposed upon it under the provisions of:

The Workmen's Compensation Act of the State of Illinois,

The Unemployment Insurance Act of the State of Illinois, and

Property and Liability Insurance.

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

APPROVED and ADOPTED this 12th day of October, 1999.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

AYES: 19  
NAYES: 0  
PRESENT: 19  
ABSENT: 2

**TUBERCULOSIS CARE AND TREATMENT FUND TAX LEVY RESOLUTION**

**BE IT RESOLVED** by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 1999 after having ascertained the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

**WHEREFORE**, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) provided that the per cent of levy shall not exceed .075 per cent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

**APPROVED and ADOPTED** this 12th day of October, 1999.

  
\_\_\_\_\_  
**CHAIRMAN JOE CORDANI**

**ATTEST:**

  
\_\_\_\_\_  
**COUNTY CLERK SANDY LEITHEISER**

**AYES:** 19

**NAYES:** 0

**PRESENT:** 19

**ABSENT:** 2

COUNTY HIGHWAY FUND TAX LEVY RESOLUTION

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) and for the specific purposes hereinafter set forth:

For the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained by said County.....\$293,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 1999 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00), and the County Clerk is hereby authorized to extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) , provided that the per cent of levy shall not exceed .10 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED by the County Board of Montgomery County, Illinois, this 12th day of October, 1999.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

AYES: 19  
NAYES: 0  
PRESENT: 19  
ABSENT: 2

**RESOLUTION FOR COUNTY HIGHWAY FEDERAL AID MATCHING FUND TAX LEVY**

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) for the purpose of providing funds to pay the proportionate share of Montgomery County of the expenses in constructing highways in the Federal Aid Secondary System as is provided by law.

**BE IT FURTHER RESOLVED** that the County Clerk of Montgomery County extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to the maximum of all other County taxes which the County is now or may hereafter be authorized by statute to levy upon the aggregate value of all taxable property within the County.

Said tax, shall not be extended at a rate exceeding .05 per cent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate per cent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

**APPROVED and ADOPTED** by the County Board of Montgomery County, Illinois this 12th day of October, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

**ATTEST:**

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

**AYES:** 19  
**NAYES:** 0  
**PRESENT:** 19  
**ABSENT:.** 2

RESOLUTION 99-37

**RESOLUTION FOR SPECIAL AID TO COUNTY BRIDGE TAX LEVY**

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) and for the specified purposes hereinafter set forth.

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County that for the following purposes and in the following amounts:

For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$146,500.00

That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) provided that the per cent of levy shall not exceed .05 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

**APPROVED and ADOPTED** by the County Board of Montgomery County, Illinois this 12th day of October, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

**ATTEST:**

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

**AYES:** 19

**NAYES:** 0

**PRESENT:** 19

**ABSENT:** 2





RESOLUTION 99- 38

COUNTY EXTENSION SERVICE TAX LEVY RESOLUTION

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2000; and

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

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$121,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 1999, after having ascertained the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00), provided that the per cent of levy shall not exceed .05 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of October, 1999.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

AYES: 19  
NAYES: 0  
PRESENT: 19  
ABSENT: 2

**RESOLUTION FOR THE LEVY OF A TAX FOR PAYING THE PUBLIC BUILDING  
COMMISSION COUNTY COURT BUILDING LEASE**

**WHEREAS, there are adequate funds available to Montgomery County to pay Four Hundred Eighty-one Thousand, Six Hundred Fifty-five Dollars and No Cents (\$481,655.00) toward the County Court Building lease payments between Montgomery County and the Montgomery County Public Building Commission, for the assessment year 1999 payable in 2000, and**

**THEREFORE, be it resolved that an amount of \$481,655.00 be extended for the County Court Building lease payment in the assessment year of 1999 payable 2000.**

**This Resolution passed this 12th day of October, 1999.**

  
\_\_\_\_\_  
**CHAIRMAN JOE CORDANI**

**ATTEST:**

  
\_\_\_\_\_  
**COUNTY CLERK SANDY LEITHEISER**

**AYES: 19**  
**NAYES: 0**  
**PRESENT: 19**  
**ABSENT: 2**

RESOLUTION 99- 40

BE IT HEREBY RESOLVED by the County Board of Montgomery County that the following salaries for the Fiscal Year 2000 beginning December 1, 1999 and ending November 30, 2000 are set for the following department heads:

SUPERVISOR OF ASSESSMENTS	\$33,500.00
PROBATION OFFICER	\$47,357.00
ASSISTANT PROBATION OFFICERS	\$88,525.00

PASSED this 12th day of October, 1999.

  
 \_\_\_\_\_  
 CHAIRMAN JOE CORDANI

ATTEST:

  
 \_\_\_\_\_  
 COUNTY CLERK SANDY LEITHEISER

AYES: 19  
 NAYES: 0  
 PRESENT: 19  
 ABSENT: 2

RESOLUTION 99- 41**STATE'S ATTORNEYS APPELLATE PROSECUTOR RESOLUTION**

**WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and,**

**WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor Act", Public Act 80-1, 1st Special Session, Illinois Compiled Statutes, Chapter 725, Section 210/1 et. seq., approved December 3, 1977, as amended; and,**

**WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and,**

**WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys' continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and**

**WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2000, which funds will provide for the continued operation of the Agency.**

**NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board, in regular session, this 12th day October, 1999 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.**

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

**BE IT FURTHER RESOLVED** that the Montgomery County Board hereby agrees to participate in the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2000, commencing December 1, 1999, and ending November 30, 2000; by hereby appropriating a sum of money not to exceed \$9,150.00 for the express purpose of providing a portion of the funds required for financing the operation of the State's Attorneys Appellate Prosecutor, and agrees to deliver same to the Agency on request during the 2000 Fiscal Year.

**PASSED and ADOPTED** by the County Board of Montgomery County, Illinois, this 12th day of October, 1999.

  
\_\_\_\_\_  
CHAIRMAN JOE CORDANI

**ATTEST:**

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

**AYES:**

**NAYES:**

**PRESENT:**

**ABSENT:**

MONTGOMERY COUNTY TRUSTEE  
DELINQUENT TAX AGENT

P. O. Box 1452  
Decatur, Illinois 62522  
Telephone (217) 429-5050

DATE: October 4, 1999  
FROM: MONTGOMERY COUNTY BOARD  
TO: MONTGOMERY COUNTY CLERK - SANDY LEITHEISER  
MONTGOMERY COUNTY SUPERVISOR OF ASSESSMENTS - JULIE  
PAYNE-KIEFER  
MONTGOMERY COUNTY TREASURER/COLLECTOR - RONALD JENKINS  
RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF TAX BILLS

NOTICE TO COUNTY OFFICIALS:

THE COUNTY HAS ACQUIRED CERTAIN PROPERTIES IN ACCORDANCE WITH THE DELINQUENT TAX SALE PROCEDURE AND IN ACCORDANCE WITH THE PROPERTY TAX CODE 35 ILCS, SEC 21-90, SEC 21-95, SEC 21-100, SEC 21-105.

THE COUNTY BOARD OF MONTGOMERY COUNTY REQUESTS THE VOIDING OF THE TAX BILLS FOR THE PARCELS ON THE ATTACHED EXHIBIT.

APPROVED BY THE MONTGOMERY COUNTY BOARD ON THE 12<sup>th</sup> DAY OF OCTOBER, 1999.

  
\_\_\_\_\_  
COUNTY BOARD CHAIRMAN, JOE CORDANI

  
\_\_\_\_\_  
FINANCE COMMITTEE CHAIRMAN, STEVE GARTNER

ATTEST BY:   
\_\_\_\_\_  
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER

Old Parcel NumberNew Parcel Number

02-000-627-00	01-33-406-007
04-000-884-00	17-24-200-002
04-001-630-00	21-02-108-013
04-001-682-00	17-35-360-005
05-000-957-00	18-28-328-002
07-000-259-00	04-33-281-004
08-201-673-00	16-01-378-006
08-201-674-00	16-01-378-005
08-202-356-00	16-12-252-001
08-202-488-00	16-11-481-045
09-000-939-05	12-22-489-005
10-001-082-00	08-23-327-009
10-001-327-25	08-23-133-025
10-002-836-00	08-27-131-001
13-000-530-00	06-07-459-010
16-000-071-00	15-03-300-002
16-000-072-00	15-03-300-003
16-000-100-00	15-04-451-007
16-000-101-00	15-04-479-004
16-000-202-00	15-09-105-001
18-000-651-00	13-06-279-001
18-000-658-00	13-05-102-004
	<del>13-05-102-005</del>
	<del>13-05-102-006</del>
18-001-321-00	13-06-334-001
	<del>13-06-334-004</del>
18-001-344-00	13-06-378-003
08-100-707-93	Coal Rights
08-100-707-94	Coal Rights

MONTGOMERY COUNTY TRUSTEE  
DELINQUENT TAX AGENT

P. O. Box 1452  
Decatur, Illinois 62522  
Telephone (217) 429-5050

**VOID**

*per file stamp date*

**FILED**  
NOV 09 1999

DATE: October 4, 1999

*Sandra Leitheiser* COUNTY CLERK

FROM: MONTGOMERY COUNTY BOARD

TO: MONTGOMERY COUNTY CLERK - SANDY LEITHEISER  
MONTGOMERY COUNTY SUPERVISOR OF ASSESSMENTS - JULIE  
PAYNE-KIEFER  
MONTGOMERY COUNTY TREASURER/COLLECTOR - RONALD JENKINS

RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF TAX BILLS

NOTICE TO COUNTY OFFICIALS:

THE COUNTY HAS ACQUIRED CERTAIN PROPERTIES IN ACCORDANCE WITH THE DELINQUENT TAX SALE PROCEDURE AND IN ACCORDANCE WITH THE PROPERTY TAX CODE 35 ILCS, SEC 21-90, SEC 21-95, SEC 21-100, SEC 21-105.

THE COUNTY BOARD OF MONTGOMERY COUNTY REQUESTS THE VOIDING OF THE TAX BILLS FOR THE PARCELS ON THE ATTACHED EXHIBIT.

APPROVED BY THE MONTGOMERY COUNTY BOARD ON THE \_\_\_\_\_ DAY OF OCTOBER, 1999.

*Joe Cordani*  
\_\_\_\_\_  
COUNTY BOARD CHAIRMAN, JOE CORDANI

*Steve Gartner*  
\_\_\_\_\_  
FINANCE COMMITTEE CHAIRMAN, STEVE GARTNER

ATTEST BY: *Sandy Leitheiser*  
\_\_\_\_\_  
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER



PARCEL #
15-000-484-01
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16-000-610-28
16-000-610-29

PARCEL #
16-000-610-33
16-000-610-37
16-000-610-38
16-000-610-39

**ANNUAL BUDGET**

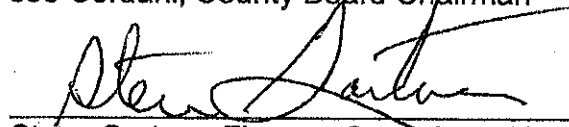
**COUNTY OF MONTGOMERY  
STATE OF ILLINOIS**

**FISCAL YEAR 2000**

**BEGINNING DECEMBER 1, 1999 AND ENDING NOVEMBER 30, 2000**

Approved and passed by the County Board of Montgomery County on this the 12th day of October 1999. This Budget is submitted by the Finance Committee of the County Board of Montgomery County.

  
\_\_\_\_\_  
Joe Cordani, County Board Chairman

  
\_\_\_\_\_  
Steve Gartner, Finance Committee Chairman

  
\_\_\_\_\_  
Bonnie Branum, Finance Committee Member

  
\_\_\_\_\_  
Michael Havera, Finance Committee Member

  
\_\_\_\_\_  
Nelson Aumann, Finance Committee Member

  
\_\_\_\_\_  
Dave Jackson, Finance Committee Member



**Montgomery County Board**

Joe Cordani, Chairman  
Historic Courthouse  
Hillsboro, IL 62049

10/13/99

Illinois Commerce Commission

To Whom It May Concern,

The Montgomery County Board is gravely concerned with a situation in our jurisdiction relating to railroad crossing safety. In the past several weeks there have been three deaths attributed to car/train collisions near Nokomis. We attribute these deaths to extremely poor visibility at many of the crossings in the county due to excessive weed growth along the tracks near these crossings. We would like to ask a couple of questions;

- 1.) What are the requirements for maintenance of weeds along railroad tracks near crossings?
- 2.) Is the Commerce Commission responsible for enforcement of any existing standards regarding this problem?

The Montgomery County Board, by resolution of its members suggests the following standard for the well being of our rural residents who must cross active railroads;

- 1.) Weed growth in excess of 18" should be abated by mowing or spraying to a distance of 1000 feet each direction from rural railroad crossings.

Please advise us of any regulations which are related to maintenance of weed growth near crossings, and what action you would propose to take, if necessary to correct this deadly situation.

Sincerely,



Joe Cordani, Chairman  
Montgomery County Board

*Resolution 99-42*

*Be it hereby resolved by the County Board of Montgomery County, Illinois, by a vote of its members, that we pray the Illinois Commerce Commission address the issue of rail crossing visibility, and enforce existing laws, or implement new ones which has as its mandate the safety of motorists crossing rural railroad crossings; and furthermore, we ask that the ICC consider implementation of weed abatement at crossings for 1000 feet in each direction, as a means of improving motorist visibility.*

Passed this 12<sup>th</sup> day of October, 1999

, Chairman

153

RESOLUTION 99-43

**WHEREAS**, the West Central Illinois Valley Regional Planning Commission was incorporated in 1976 for the purpose of regional development plans and programs for the local governmental entities of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery and Shelby Counties; and

**WHEREAS**, the West Central Illinois Valley Regional Planning Commission and the Workforce Development Council have been colocated and share an Executive Director as well as other staff and overhead expenditures since 1983; and

**WHEREAS**, the recent enactment of the Workforce Investment Act will dissolution the Workforce Development Council on June 30, 2000 governing JTPA programs in the Counties of Calhoun, Greene, Jersey, Macoupin, Montgomery, Morgan, Scott and Shelby; and

**NOW THEREFORE**, be it resolved that it is in the public interest to amend the West Central Illinois Valley Regional Planning Commission Articles of Incorporation changing the name to West Central Development Council and expanding the governing board to include the Counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, Morgan, Scott and Shelby and to expand the purpose of regional development to include workforce, economic and community development plans and programs.

This resolution is adopted by the County Board of Montgomery on Oct. 12, 1999.

Joe Cordani  
Signature

**RESOLUTION** 99-4.4

**WHEREAS**, the Workforce Investment Act has been enacted into law on August 7, 1998; and

**WHEREAS**, the Governor of Illinois has designated the counties of Calhoun, Greene, Jersey, Macoupin, Montgomery, Morgan, Scott and Shelby as a workforce investment area; and


**WHEREAS**, the Counties of Calhoun, Greene, Jersey, Macoupin, Montgomery, Morgan, Scott and Shelby will now be known as the Policy Board for Workforce Investment Area #21.

**WHEREAS**, the responsibilities of the Chief Elected Official under the Act are many, varied and important; and

**WHEREAS**, to ensure that appropriate procedures are in place among the CEOs to meet each responsibility under the Act on a mutually accepted basis;

**NOW THEREFORE**, be it resolved that it is in the public interest to enter into a policy board agreement to implement and oversee the new legislation.

This resolution is adopted by the County Board of Montgomery on Oct. 12, 1999.

  
\_\_\_\_\_  
Signature

**Montgomery County Board****Holiday Schedule for Year 2000**

<b>December 31, 1999</b>	<b>New Year's Day (observed)</b>	<b>Friday</b>
<b>January 17, 2000</b>	<b>Martin Luther King Jr. Day</b>	<b>Monday</b>
<b>February 21, 2000</b>	<b>President's Day (observed)</b>	<b>Monday</b>
<b>April 21, 2000</b>	<b>Good Friday</b>	<b>Friday</b>
<b>May 29, 2000</b>	<b>Memorial Day (observed)</b>	<b>Monday</b>
<b>July 4, 2000</b>	<b>Independence Day</b>	<b>Tuesday</b>
<b>September 4, 2000</b>	<b>Labor Day</b>	<b>Monday</b>
<b>October 9, 2000</b>	<b>Columbus Day (observed)</b>	<b>Monday</b>
<b>November 7, 2000</b>	<b>Election Day</b>	<b>Tuesday</b>
<b>November 10, 2000</b>	<b>Veterans' Day (observed)</b>	<b>Friday</b>
<b>November 23, 2000</b>	<b>Thanksgiving Day</b>	<b>Thursday</b>
<b>November 24, 2000</b>	<b>Day following Thanksgiving Day</b>	<b>Friday</b>
<b>December 25, 2000</b>	<b>Christmas Day</b>	<b>Monday</b>



## RESOLUTION 99-45

**RESOLUTION TO APPLY TO PARTICIPATE IN THE NATIONAL FLOOD INSURANCE PROGRAM**

**WHEREAS, certain areas of Montgomery County are subject to periodic flooding or flood-related erosion, causing serious damages to properties within these areas; and**

**WHEREAS, relief is available in the form of federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968; and**

**WHEREAS, it is the intent of the Montgomery County Board to require the recognition and evaluation of flood or flood-related erosion hazards in all official actions relating to land use in areas having these hazards; and**

**WHEREAS, this body has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to 55 ILCS 5/5-1001 et. seq.**

**NOW, THEREFORE, BE IT RESOLVED, that this Montgomery County Board hereby:**

- 1. Assures the Federal Insurance Administration that it will enact as necessary, and maintain in force in those areas having flood or flood-related erosion hazards, adequate land use and control measures with effective enforcement provisions consistent with the criteria set forth in Section 60.3 of the National Flood Insurance Program Regulations; and**
- 2. Vests the Office of Emergency Services and Disaster Agency with the responsibility, authority, and means to:**
  - a. Assist the Administrator, at his request, in his delineation of the limits of the area having special flood or flood-related erosion hazards.**
  - b. Provide such information as the Administrator may request concerning present uses and occupancy of the floodplain or flood-related erosion areas.**
  - c. Cooperate with federal, state, and local agencies and private firms which undertake to study, survey, map and identify floodplain or flood related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.**
  - d. Submit on the anniversary date of the community's initial eligibility an annual report to the Administrator on the progress made during the past year within the community in the development and implementation of floodplain management measures.**
  - e. Upon occurrence, notify the Administrator, in writing, whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to**

adopt and enforce floodplain management regulations for a particular area. In order that all Flood Hazard Boundary Rate maps accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

- 3. Appoints the Office of the Emergency Services and Disaster Agency to maintain for public inspection and to furnish upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map or Flood Insurance Rate Map, any certificates of flood-proofing, and information on the elevation (in relation to mean sea level) of the level of the lowest floor (including basement) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been floodproofed the elevation (in relation to mean sea level) to which the structure was floodproofed;
- 4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the program.

DATE PASSED: 10-12-99

Certification:

(STATE OF ILLINOIS)  
(MONTGOMERY COUNTY)

I, SANDRA LEITHEISER, COUNTY CLERK IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THE FORGOING TO BE TRUE AND CORRECT COPY OF THE RECORD OF Resolution AS THE SAME APPEARS FROM THE FILES AND RECORDS IN MY OFFICE. IN WITNESS, WHEREOF, I HEREUNTO SET MY HAND AND AFFIX THE SEAL OF MY OFFICE AT HILLSBORO, ILLINOIS THIS 12th DAY OF October A.D. 19 99



Sandra Leitheiser  
MONTGOMERY COUNTY CLERK

ORDINANCE # 99-46**AN ORDINANCE REGULATING DEVELOPMENT IN FLOODPLAIN AREAS**

Be it ordained by the County Board of the County of Montgomery, Illinois as follows:

**Section I, Purpose.**

This ordinance is enacted pursuant to the police powers granted to this County 55 Illinois Compiled Statues 5/5-1041, 5/5-1042 and 5/5-1063 (State Bar Edition) in order to accomplish the following purposes:

- a. to prevent unwise developments from increasing flood or drainage hazards to others;
- b. to protect new buildings and major improvements to buildings and major improvements to buildings from flood damage;
- c. to promote and protect the public health, safety, and general welfare of the citizens from the hazards of flooding;
- d. to lessen the burden on the taxpayer for flood control, repairs to public facilities and utilities, and flood rescue and relief operations;
- e. to maintain property values and a stable tax base by minimizing the potential for creating blight areas; and
- f. to make federally subsidized flood insurance available.

**Section 2. Definitions.**

For the purposes of this ordinance, the following definitions are adopted:

- a. "Base Flood" The flood having a one-percent probability of being equaled or exceeded in any given year. The base flood is also known as the 100-year flood. The base flood elevation at any location is as defined in Section 3 of this ordinance.
- b. "Base Flood Elevation" (BFE) The elevation in relation to mean sea level of the crest of the base flood.

- c. "Building" A structure that is principally above ground and is enclosed by walls and a roof including manufactured homes and prefabricated buildings. The term also includes recreational vehicles and travel trailers to be installed on a site for more than 180 days.
- d. "Development" Any man-made changes to real estate including, but not necessarily limited to:
- i. construction, reconstruction, or placement of a building, or any addition to a building, exceeding 70 square feet in floor area;
  - ii. substantial improvement of an existing building;
  - iii. installation of a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days;
  - iv. installation of utilities, construction of roads, bridges, culverts or similar projects;
  - v. construction or erection of levees, dams, walls, or fences;
  - vi. drilling, mining, filling, dredging, grading, excavating, paving, or other alterations of the ground surface
  - vii. storage of materials including the placement of gas and liquid storage tanks; and
  - viii. channel modifications or any other activity that might change the direction, height, or velocity of flood or surface waters.

"Development" does not include maintenance of existing buildings and facilities; resurfacing roads; or gardening, plowing, and similar practices that do not involve filling, grading, or construction of levees.

- e. "FEMA" Federal Emergency Management Agency.
- f. "Flood" A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow, the unusual and rapid accumulation; or the runoff of surface waters from any source.
- g. "Flood Fringe" That portion of the floodplain outside of the regulatory floodway.
- h. "Flood Plain Hazard Boundary Map" A map prepared by the Federal Emergency Management Agency that depicts the floodplain or special flood hazard area (SFHA) within a community.
- i. "Floodplain" and "Special Flood Hazard Area (SFHA)" are synonymous. Those lands within the jurisdiction of the county that are subject to inundation by the base flood. The floodplains of the county are generally identified as such on the Flood Plain Hazard Boundary Map of the county prepared by the Federal Emergency Management Agency and dated January 9, 1981.

- j. "Floodproofing" Any combination of structural or nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate, property and their contents.
- k. "Floodproofing Certificate" A form published by the Federal Emergency Management Agency that is used to certify that a building has been designed and constructed to be structurally dry floodproofed to the flood protection elevation.
- l. "Flood Protection Elevation" or "FPE" The elevation of the base flood plus one foot of freeboard at any given location in the floodplain.
- m. "Floodway" That portion of the floodplain required to store and convey the base flood. The floodways for each of the floodplains of the county shall be according to the best data available from Federal, State, or other sources.
- n. "IDNR/OWR" Illinois Department of Natural Resources/Office of Water Resources.
- o. "Manufactured Home" A structure transportable in one or more sections, that is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities.
- p. "NFIP" National Flood Insurance Program.
- q. "SFHA" See definition of floodplain.
- r. "Substantial Improvement" Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either, (a) before the improvement or repair is started, or (b) if the structure has been damaged, and is being restored, before the damage occurred.  
"Substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or (2) any alteration of a structure listed on the National Register of Historic Places or the Illinois Register of Historic Places.
- s. "Travel Trailer" (or Recreational Vehicle) A vehicle which is:
- (i) built on a single chassis;
  - (ii) 400 square feet or less in size;
  - (iii) designed to be self-propelled or permanently towable by a light duty truck; and
  - (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

### Section 3, Base Flood Elevation.

This ordinance's protection standard is the base flood. The best available base flood data are listed below. Whenever a party disagrees with the best available data, the party may finance the detailed engineering study needed to replace the existing data with better data and submit it to the Federal Emergency Management Agency for approval.

- a. The base flood elevation for each of the floodplains delineated a an "A zone" on the Flood Plain Hazard boundary Map of the county shall be according to the best data available from federal, state or other sources. Should no other data exist, an engineering study must be financed to determine base flood elevations.

### Section 4. Duties of the Highway Engineer.

The Highway Engineer shall be responsible for the general administration of this ordinance and ensure that all development activities within the floodplains under the jurisdiction of the county meet the requirements of this ordinance. Specifically, the Highway Engineer shall:

- a. Process development permits in accordance with Section 5;
- b. Ensure that all development in a floodway (or a floodplain with no delineated floodway) meets the damage prevention requirements of Section 6;
- c. Ensure that the building protection requirements for all buildings subject to Section 7 are met and maintain a record of the "as-built" elevation of the lowest flood (including basement) or floodproof certificate;
- d. Assure that all subdivisions and annexations meet the requirement of Section 8;
- e. If a variance is requested, ensure that the requirements of Section 9 are met and maintain documentation of any variances granted;
- f. Inspect all development projects and take any and all actions outlined in Section 11 as necessary to ensure compliance with this ordinance;
- g. Assure that applicants are aware of and obtain any and all other required local, state, and federal permits;
- h. Notify IDNR/OWR and any neighboring communities prior to any alteration or relocation of a watercourse;
- i. Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques;
- j. Cooperate with state and federal floodplain management agencies to coordinate base flood data and to improve the administration of this ordinance; and
- k. Maintain for public inspection base flood data, floodplain maps, copies of state and federal permits, and documentation of compliance for development activities subject to this ordinance.

### Section 5. Development Permit.

No person, firm, corporation, or governmental body not exempted by state law shall commence any development in the floodplain without first obtaining a development permit from the Highway Engineer. The Highway Engineer shall not issue a development permit if the proposed development does not meet the requirements of this ordinance.

- a. The application for development permit shall be accompanied by:
  - i. drawings of the site, drawn to scale showing property line dimensions;
  - ii. existing grade elevations and all changes in grade resulting from excavation or filling;
  - iii. the location and dimensions of all buildings and additions to buildings; and
  - iv. the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 7 of this ordinance.
  
- b. Upon receipt of an application for a development permit, the Highway Engineer shall compare the elevation of the site to the base flood elevation. Any development located on land that can be shown by survey data to have been higher than the base flood elevation as of the date of the site's first Flood Insurance Rate Map identification is not in the floodplain and therefore not subject to the requirements of this ordinance. The Highway Engineer shall maintain documentation of the existing ground elevation at the development site and certification that this ground elevation existed prior to the date of the site's first Flood Insurance Rate Map identification.

### Section 6. Preventing Increased Flood Heights and Resulting Damages.

Within the county's floodplains, the following standards shall apply:

- a. except as provided in Section 6b, no development shall be allowed which, acting in combination with existing and anticipated development, will cause any increase in flood heights or velocities or threat to public health and safety. The following specific development activities shall be considered as meeting this requirement:
  - i. Barge fleeing facilities meeting the conditions of IDNR/OWR Statewide Permit No. 3;
  - ii. Aerial utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 4;
  - iii. Minor boat docks meeting the conditions of IDNR/OWR Statewide Permit No. 5;
  - iv. Minor, non-obstructive activities meeting the conditions of IDNR/OWR State Permit No. 6;
  - v. Outfall structures and drainage ditch outlets meeting the conditions of IDNR/OWR Statewide Permit No. 7;

- vi. Underground pipeline and utility crossings meeting the conditions of IDNR/OWR Statewide Permit No. 8;
  - vii. Bank stabilization projects meeting the conditions of IDNR/OWR Statewide Permit No. 9;
  - viii. Accessory structures and additions to existing residential buildings meeting the conditions of IDNR/OWR Statewide Permit No. 10;
  - ix. Minor maintenance dredging activities meeting the conditions of IDNR/OWR Statewide Permit No. 11; and
  - x. Any development determined by IDNR/OWR to be located entirely in a flood fringe area.
- b. Other development activities not listed in (a) may be permitted only if:
- i. a permit has been issued for the work by IDNR/OWR (or written documentation is provided that an IDNR/OWR permit is not required); and
  - ii. sufficient data has been provided to FEMA when necessary, and approval obtained from FEMA for a revision of the regulatory map and base flood elevation.

#### Section 7. Protecting Buildings.

- a. In addition to the damage prevention requirements of Section 6, all buildings to be located in the floodplain shall be protected from flood damage below the flood protection elevation. This building protection requirement applies to the following situations:
- i. construction or placement of a new building valued at more than \$1,000;
  - ii. substantial improvements made to an existing building;
  - iii. structural alterations made to an existing building that increase the floor area by more than 20%;
  - iv. installing a manufactured home on a new site or a new manufactured home on an existing site (the building protection requirements do not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage); and
  - v. installing a travel trailer on a site for more than 180 days.
- b. Residential or non-residential buildings can meet the building protection requirements by one of the following methods:
- i. The building may be constructed on permanent land fill in accordance with the following:
    - (1) the lowest floor (including basement) shall be at or above the flood protection elevation;



- (2) the fill shall be placed in layers no greater than one foot before compaction and should extend at least ten feet beyond the foundation before sloping below the flood protection elevation;
  - (3) the fill shall be protected against erosion and scour during flooding by vegetative cover, riprap, or other structural measure;
  - (4) the fill shall be composed of rock or soil and not incorporate debris or refuse materials; and
  - (5) the fill shall not adversely affect the flow of surface drainage from or onto neighboring properties and when necessary, stormwater management techniques such as swales or basins shall be incorporated; or
- ii. The building may be elevated in accordance with the following:
- (1) The building or improvements shall be elevated on stilts, piles, walls, or other foundation that is permanently open to flood waters;
  - (2) The lowest floor and all electrical, heating, ventilating, plumbing, and air conditioning equipment and utility meters shall be located at or above the flood protection elevation;
  - (3) If walls are used, all enclosed areas below the flood protection elevation shall address hydrostatic pressures by allowing the automatic entry and exit of flood waters. Designs must either be certified by a registered professional engineer or by having a minimum of one permanent opening on each wall no more than one foot above grade. The openings shall provide a total net area of not less than one square inch for every one square foot of enclosed area subject to flooding below the base flood elevation;
  - (4) the foundation and supporting members shall be anchored and aligned in relation to flood flows and adjoining structures so as to minimize exposure to hydrodynamic forces such as current, waves, ice and floating debris;
  - (5) the finished interior grade shall not be less than the finished exterior grade;
  - (6) all structural components below the flood protection elevation shall be constructed of materials resistant to flood damage;
  - (7) water and sewer pipes, electrical and telephone lines, submersible pumps, and other service facilities may be located below the flood protection elevation provided they are waterproofed; and
  - (8) the area below the flood protection elevation shall be used solely for parking or building access and not occupied as habitable space.
- c. Manufactured homes, or travel trailers to be installed on site for more than 180 days, shall be:
- i. elevated to or above the flood protection elevation; and

- ii. shall be anchored to resist flotation, collapse, or lateral movement by being tied down in accordance with the Rules and Regulations for the Illinois Mobile Home Tie-Down Act issued pursuant to 77 IL Adm. Code 870.
- d. Non-residential buildings may be structurally dry floodproofed (in lieu of elevation) provided a registered professional engineer or architect certifies that:
  - i. below the flood protection elevation the structure and attendant utility facilities are watertight and capable of resisting the effects of the base flood;
  - ii. the building design accounts for flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and the impact from debris and ice; and
  - iii. floodproofing measures will be incorporated into the building design and operable without human intervention and without an outside source of electricity.

Levees, berms, floodwalls and similar works are not considered floodproofing for the purpose of this subsection.

Section 8. Subdivision and other Development Requirements.

The county board shall take into account flood hazards, to the extent that they are known, in all official actions related to land management use and development.

- a. New subdivisions, manufactured home parks, annexation agreements, planned unit developments, and additions to manufactured home parks and subdivisions shall meet the damage prevention and building protection standards of Sections 6 and 7 of this ordinance. Any proposal for such development shall include the following data:
  - i. the base flood elevation and the boundary of the floodplain (where the base flood elevation is not available from an existing study, the applicant shall be responsible for calculating the base flood elevation);
  - ii. the boundary of the floodway when applicable; and
  - iii. a signed statement by a Registered Professional Engineer that the proposed plat or plan accounts for changes in the drainage of surface waters in accordance with the Plat Act (765 IL Compiled Statutes 205/2).
- b. Public health standards must be met for all floodplain development. In addition to the requirements of Sections 6 and 7, the following standards apply:
  - i. No development in the floodplain shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, or other hazardous or toxic materials below the flood protection elevation unless such materials are stored in a storage tank or floodproofed building constructed according to the requirements of Section 7 of this ordinance.

- ii. Public utilities and facilities such as sewer, gas and electric shall be located and constructed to minimize or eliminate flood damage;
  - iii. Public sanitary sewer systems and water supply systems shall be located and constructed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
  - iv. New and replacement on-site sanitary sewer lines or waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding. Manholes or other above ground openings located below the flood protection elevation shall be watertight.
- c. All other activities defined as development shall be designed so as not to alter flood flows or increase potential flood damages.

#### Section 9. Variances.

Whenever the standards of this ordinance place undue hardship on a specific development proposal, the applicant may apply to the Highway Engineer for a variance. The Highway Engineer shall review the applicant's request for a variance and shall submit its recommendation to the county board. The county board may attach such conditions to granting of a variance as it deems necessary to further the intent of this ordinance.

- a. No variance shall be granted unless the applicant demonstrates that:
- i. the development activity cannot be located outside the floodplain;
  - ii. an exceptional hardship would result if the variance were not granted;
  - iii. the relief requested is the minimum necessary;
  - iv. there will be no additional threat to public health or safety, or creation of a nuisance;
  - v. there will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities;
  - vi. the applicant's circumstances are unique and do not establish a pattern inconsistent with the intent of the NFIP; and
  - vii. all other required state and federal permits have been obtained.
- b. The Highway Engineer shall notify an applicant in writing that a variance from the requirements of the building protection standards of Section 7 that would lessen the degree of protection to a building will:
- i. result in increased premium rates for flood insurance up to \$25 for \$100 of insurance coverage;
  - ii. increase the risks to life and property; and
  - iii. require that the applicant proceed with knowledge of these risks and that the applicant acknowledge in writing the assumption of the risk and liability.

- c. Variances to the building protection requirements of Section 7 of this ordinance requested in connection with the reconstruction, repair or alteration of a site or building included on the National Register of Historic Places or the Illinois Register of Historic Places may be granted using criteria more permissive than the requirements of Subsection 9 (a)(i-v).

#### Section 10. Disclaimer of Liability.

The degree of protection required by this ordinance is considered reasonable for regulatory purposes and is based on available information derived from engineering and scientific methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes. This ordinance does not imply that development either inside or outside of the floodplain will be free from flooding or damage. This ordinance does not create liability on the part of the county or any officer or employee thereof for any flood damage that results from proper reliance on this ordinance or any administrative decision made lawfully thereunder.

#### Section 11. Penalty

Failure to obtain a permit for development in the floodplain or failure to comply with the conditions of a permit or a variance shall be deemed to be a violation of this ordinance. Upon due investigation, the Highway Engineer may determine that a violation of the minimum standards of this ordinance exists. The Highway Engineer shall notify the owner in writing of such violation.

- a. If such owner fails after ten days notice to correct the violation:
  - i. 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;
  - ii. Any person who violates this ordinance shall upon conviction thereof be fined not less than twenty-five dollars (\$25.00) nor more than two-hundred dollars (\$200.00); and
  - iii. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.
- b. The Highway Engineer shall inform the owner that any such violation is considered a willful act to increase flood damages and therefore may cause coverage by a Standard Flood Insurance Policy to be suspended.
- c. Nothing herein shall prevent the county from taking such other lawful action to prevent or remedy any violations. All costs connected therewith shall accrue to the person or persons responsible.

Section 12. Abrogation and Greater Restrictions.

This ordinance repeals and replaces other ordinances adopted by the county board to fulfill the requirements of the National Flood Insurance Program including: 1996-2000. However, this ordinance does not repeal the original resolution or ordinance adopted to achieve eligibility in the program. Nor does this ordinance repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. Where this ordinance and other ordinance easements, covenants, or deed restrictions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 13. Separability.

The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

Section 14. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law.

Passed by the county board of the county of Montgomery, Illinois, this 12th day of October, 1999.

Sandra Leithner  
Clerk

Approved by me this 12th day of October, 1999.

Joe Cordun  
Chairman

Attested and filed in my office this 12th day of October, 1999.

Sandra Leithner  
Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 32-99

**Resolution Exempting A Particular Project From A Project Labor  
Agreement**

*WHEREAS, The County Board of Montgomery County deems it in the best  
interest of Montgomery County,*

*THAT the construction of Section 95-02113-00-BR, Greenwood R.D./Section 95-  
10117-00-BR, Nokomis R.D., a Township Bridge on Christian Co./Montgomery Co. Line  
to be exempted from the requirements of County Resolution #1996-7.*

I, SANDY LEITHEISER, County Clerk in and for said County, in the State  
aforesaid and keeper of the records and files thereof, as provided by statute, do  
hereby certify the foregoing to be true, perfect and complete copy of a resolution  
adopted by the Board of Montgomery County at their adjourned Meeting held at  
Hillsboro on this 9th day of November, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal  
of said County at my office in Hillsboro in said County this 9th day of November, AD,  
1999.

  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 33-99**

**JOINT RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The County of Montgomery has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as Specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The County of Montgomery has agreed to pay for its proportionate share of the cost from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the County be and the same is hereby granted for aid in the construction of the bridge described below;

<u>PROJECT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>COST</u>
COUNTY LINE Christian Co./ Montgomery Co.	553 B-CA Section 95-04113-00-BR Greenwood R.D./ Section 95-10117-00-BR Nokomis R.D.	TR 75 Over South Fork, 3 Miles North, Northeast of Nokomis	\$143,918.05

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised July 01, 1998.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Montgomery County Board at their adjourned meeting held at Hillsboro on this 9th day of November, A.D., 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of November, A.D., 1999.

(Seal)

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

		<u>STATE (TBP)</u>	<u>COUNTY</u>
<b>CONSTRUCTION</b>	Montgomery County (44.1%)	\$43,182.28	\$10,795.57
	Christian County (55.9%)	\$54,736.72	\$13,684.18
<b>PRELIMINARY &amp; CONSTRUCTION ENGINEERING</b>	Montgomery County (44.1%)	\$ 5,890.72	\$ 1,472.69
	Christian County (55.9%)	\$ 7,466.94	\$ 1,866.73
<b>SHELBY ELECTRIC</b>	Montgomery County (44.1%)	\$ 0.00	\$ 1,070.40
	Christian County (55.9%)	\$ 0.00	\$ 1,356.82
<b>R.O.W.</b>	Montgomery County	\$ 0.00	\$ 980.00
	Christian County	\$ 0.00	\$ 1,415.00
<b>TOTALS</b>	Montgomery County	\$49,073.00	\$14,318.66
	Christian County	\$62,203.66	\$18,322.73
<b>GRAND TOTAL</b>	Montgomery County	\$63,391.66	State & Local
	Christian County	\$80,526.39	State & Local



## Montgomery County Board

A Resolution #99-47

## Establishing the Employee Health Insurance Advisory Committee

By majority vote of the County Board of Montgomery County, a Committee is hereby established for the purpose of determining the Health Insurance carrier for county employees. The Committee shall be charged with the following duties and responsibilities;

- 1.) Advise the County Board Personnel Committee on matters relating to health insurance.
- 2.) Review and recommend health insurance providers to the Personnel Committee for approval by the County Board.
- 3.) Convene to hear problems or complaints regarding health insurance provider and act as liaison between participants and insurer.
- 4.) Work to define the level of benefits and premiums to insure adequate coverage in balance with reasonable premiums.
- 5.) Insure that all participants in the health insurance plan have input on issues relative to contracting with new health providers or renewals with existing providers.

Membership on the advisory committee shall be as follows;

- 1.) Each Elected Official or Appointed Department Head will appoint someone in their office to serve on the committee.
- 2.) Committee members must be participants in the health plan.
- 3.) The Committee will elect a chairperson/ spokesperson from its ranks to carry their findings/ recommendations to the Personnel Committee for approval.

Funding of employee health plan shall be as follows;


- 1.) The Finance Committee of the County Board will establish the level of funding available for employee health plan premiums. The Advisory Committee will work within the established amount to determine the best possible plan for the membership, which they represent.

The County Board, by a vote of its members acknowledges that the Health Insurance Advisory Committee is a means for insuring fair representation for participating employees and allowing a greater voice in choosing the health plan provider for the membership.

Passed this 9<sup>th</sup> day of November, 1999 as acknowledged by the following signatures;

  
\_\_\_\_\_  
Joe Cordani, County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Sandy Leithiser, County Clerk and Recorder

Chairman  
**Montgomery County Board**

Representing District 4  
**Joe Cordani**  
720 Yale St.  
Hillsboro, IL 62049  
(217) 532-6868

October 18, 1999

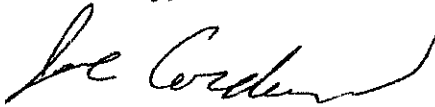
**Montgomery County Health Department**  
**Attention: Mickie Fellers**  
**Hillsboro, IL 62049**

**Dear Health Department Board:**

Please be informed that the Montgomery County Board appointed Dr. Kathy Shaeffer, D.D.S. to the Health Department Board.

Thank you for your request.

Sincerely,



**Joe Cordani**  
**Chairman**  
**Montgomery County Board**

**F I L E D**  
NOV 22 1999

*Sandra Leithaiser* COUNTY CLERK



County Maintenance Resolution

RESOLVED, by the County Board of MONTGOMERY County, that \$ 679,950.00

appropriated from the Motor Fuel Tax allotment for the maintenance of the following sections or patrols located on county or State highways and meeting the requirements of the Illinois Highway Code.

Section	Amount	Section	Amount
00-00000-00-GM	\$679,950.00		

and be it further RESOLVED, that the above designated sections or patrols be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2000, and be it further RESOLVED, that the County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

19

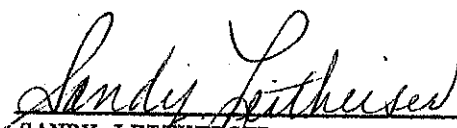
Department of Transportation

District Engineer

STATE OF ILLINOIS }  
MONTGOMERY County, } ss.

I, SANDY LEITHEISER, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of MONTGOMERY County at its ADJOURNED meeting held at HILLSBORO on DECEMBER 14TH, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in HILLSBORO in said County this 14TH day of DECEMBER, A.D. 1999.

(SEAL)  County Clerk SANDY LEITHEISER

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay amount of \$3,450.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

Table with 4 columns: ROAD DISTRICT, NAME OF BRIDGE, LOCATION, EST. COST. Row 1: HILLSBORO, 901 B-CA, Location A, Near NW Corner SW 1/4, NE 1/4, SW 1/4, SW 1/4, Sec. 22, R-4W., T-8N, 3rd P.M., \$6,900.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 14th day of December, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of December, AD, 1999.

Sandy Leitheiser SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN: Montgomery County 50% Hillsboro 50%

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of SOUTH LITCHFIELD has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$3,150.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

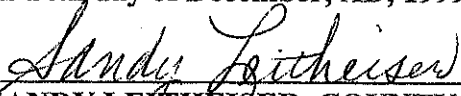
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	907 B-CA, Location A	Near SW Corner of SW 1/4, SW 1/4, SW 1/4, Sec. 23, R-5W., T-8N	\$6,300.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of December, AD, 1999.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of December, AD, 1999.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
Harvel	50%

**MONTGOMERY COUNTY BOARD RESOLUTION #00- 1**

*Whereas*, the Mortgage Electronic Registration System (known as MERS), is a creation of the financial industry in an effort to increase profits through the creation of a centralized electronic clearinghouse for recording property records; and such a system would "virtually eliminate the need for paper transfers" of assignments and eventually mortgage release documents; and

*Whereas*, financial institutions who are members of MERS would electronically record Assignments and Mortgages with the centralized clearinghouse rather than with the Recorder's Office in the County in which the property is located; and

*Whereas*, the information is only accessible to those institutions who are paying members of MERS; and

*Whereas*, property owners and title companies do not have free and open access to public records, jeopardizing the change of title and increasing the insurers financial risks. In order to access records stored in MERS, you must go to a member organization and review these records and pay whatever fee they determine as there is no set regulated fee; and

*Whereas*, there are no Federal or State statutes regulating the accuracy of documents on MERS, in addition to no regulated fees, no mandate to archive documents, records are not freely available to the public or property owners, the system has no checks and balances, and MERS represents a serious threat to both the chain of title and free and public access to land record information; and

*Whereas*, the Montgomery County Board and the County Recorder of Deeds are concerned with the accessibility and accuracy of the system in addition to the loss of revenue, service and control at the local level.

*Now, therefore, be it resolved*, by the Montgomery County Board of Montgomery County, Illinois, that we hereby support Senate Bill 370 and other such legislation that opposes the Mortgage Electronic Registration System (MERS).

*Dated this 11<sup>th</sup> day of January, 2000.*

Joe Cordani  
Chairman, Montgomery County Board

ATTEST:  
Sandy Licheiser  
Montgomery County Clerk/Recorder

FY 2000

AGREEMENT #00-2

## MONTGOMERY COUNTY BOARD and COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the HILLSBORO AREA AMBULANCE SERVICE, a not for profit corporation, (hereinafter HAAS) an independent contractor, and Hillsboro Area Special Service District through its 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 (\$95,800), 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, 2000, THE COUNTY SHALL HAVE RE-IMBURSED TO THE HAAS AN AMOUNT NOT LESS THAN 100% OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2000 AND DECEMBER 31, 2000, IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE.

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Continued on page 2

FILED  
JAN 12 2000*Sandra Leitheiser* COUNTY  
CLERK

- 1. The HAAS agrees to provide 24 hour ambulance service within the geographic 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, 1999, through November 30, 2000.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by HAAS.
- 3. The total annual cost of the operation of the County office shall be re-imbursed by the HAAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	38
Litchfield-----	39
Nokomis/Witt-----	14
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 1999 and continuing monthly thereafter for FY '00, the sum of \$1,055.77 as an estimated proportionate share of the expense of the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '00 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the HAAS.

The County shall then calculate and apply the total monthly payment as made by the HAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the HAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the HAAS amount of overpayment.

- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.



Page 3

7. The County shall remit to the HAAS as soon as possible after the last day of each month the amount collected on behalf of HAAS.
8. 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.
9. 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, guide lines and requirements.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the HAAS that the HAAS is in violation of State regulations, said funds to be disbursed upon the HAAS coming into compliance.

10. The HAAS will submit a tentative FY '00 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '00.
11. The HAAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the HAAS.
12. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2000, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of HAAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The HAAS shall provide an audit of the HAAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of HAAS fiscal year on November 30, 2000.
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 Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the HAAS or its duly authorized agent.

Continued on page 4

Page 4

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.

Joe Cordani  
County Board Chairman

Date 1-12-00

ATTEST:

Sandy Leitheiser  
County Clerk

Date 1-12-00

SEAL

AMBULANCE SERVICE

Stephen R. Callison  
Title President

Date 1-3-2000

FY 2000

AGREEMENT #00-3

## MONTGOMERY COUNTY BOARD and COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the LITCHFIELD AREA AMBULANCE SERVICE, a not for profit corporation, (hereinafter LAAS) an independent contractor, and Litchfield Area Special Service District through its 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 (\$70,000), 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, 2000 , THE COUNTY SHALL HAVE RE-IMBURSED TO THE LAAS AN AMOUNT NOT LESS THAN 100% OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2000 AND DECEMBER 31, 2000 , IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE.

Page 1

Continued on page 2

FILED  
JAN 12 2000*Sandra Leithaiser* COUNTY  
CLERK

Page 2

- 1. The LAAS agrees to provide 24 hour ambulance service within the geographic 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, 1999, through November 30, 2000.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by LAAS.
- 3. The total annual cost of the operation of the County office shall be re-imbused by the LAAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	38
Litchfield-----	39
Nokomis/Witt-----	14
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 1999 and continuing monthly thereafter for FY '00, the sum of \$1,083.55 as an estimated proportionate share of the expense of the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '00 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the LAAS.

The County shall then calculate and apply the total monthly payment as made by the LAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the LAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the LAAS amount of overpayment.

- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Page 3

7. The County shall remit to the LAAS as soon as possible after the last day of each month the amount collected on behalf of LAAS .
8. LAAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. LAAS shall provide the County with proof of vehicle liability insurance upon request.
9. The LAAS 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, guide lines and requirements.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the LAAS that the LAAS is in violation of State regulations, said funds to be disbursed upon the LAAS coming into compliance.

10. The LAAS will submit a tentative FY '00 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '00.
11. The LAAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the LAAS.
12. The LAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2000, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of LAAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The LAAS shall provide an audit of the LAAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of LAAS fiscal year on November 30, 2000.
14. The LAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the LAAS, or its duly authorized agent.

Continued on page 4

Page 4

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

Joe Cordaro  
County Board Chairman

Date 1-12-00

ATTEST:

Sandy Lethiser  
County Clerk

Date 1-12-00

SEAL

AMBULANCE SERVICE

William Cunniff  
Title MAYOR

Date 12-28-99

FY 2000

AGREEMENT #00-4

## MONTGOMERY COUNTY BOARD and COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the NOKOMIS/WITT AREA AMBULANCE SERVICE, a not for profit corporation (hereinafter N/W AAS) an independent contractor, and N/W AAS Special Service District through its 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 (\$50,649) 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, 2000 , THE COUNTY SHALL HAVE RE-IMBURSED TO THE N/W AAS AN AMOUNT NOT LESS THAN 100% OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2000 AND DECEMBER 31, 2000 , IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE.

FILED  
JAN 12 2000

Page 1

Continued on page 2

*Sandra Leithiser* COUNTY  
CLERK

Page 2

- 1. The N/W AAS agrees to provide 24 hour ambulance service within the geographic 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, 1999, through November 30, 2000.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by N/W AAS.
- 3. The total annual cost of the operation of the County office shall be re-imbursed by the N/W AAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	38
Litchfield-----	39
Nokomis/Witt-----	14
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The N/W AAS agrees to pay on or before the last day of each month commencing December 1, 1999 and continuing monthly thereafter for FY '00, the sum of \$388.97 as an estimated proportionate share of the expense of the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '00 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the N/W AAS.  
  
The County shall then calculate and apply the total monthly payment as made by the N/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the N/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the N/W AAS amount of everpayment.
- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Continued on page 3



Page 3

7. The County shall remit to the N/W AAS as soon as possible after the last day of each month the amount collected on behalf of N/W AAS.
8. N/W AAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. N/W AAS shall provide the County with proof of vehicle liability insurance upon request.
9. The N.W AAS 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, guide lines and requirements.  
  
The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the N/W AAS that the N/W AAS is in violation of State regulations, said funds to be disbursed upon the N/W AAS coming into compliance.
10. The N/W AAS will submit a tentative FY '00 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '00.
11. The N/W AAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the N/W AAS.
12. The N/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2000, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of LAAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The N/W AAS shall provide an audit of the N/W AAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of N/W AAS fiscal year on November 30, 2000.
14. The N/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the N/W AAS, or its duly authorized agent.

Continued on page 4

Page 4

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

*Joe Cordani*  
County Board Chairman

Date 1-12-00

ATTEST:

*Sandy Luthersow*  
County Clerk

Date 1-12-00

SEAL

AMBULANCE SERVICE

*Gene Burdzilukas*  
Title President of Board

Date 1-5-00

FY 2000

AGREEMENT #00-5

## MONTGOMERY COUNTY BOARD and COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the FARMERSVILLE/WAGGONER AREA AMBULANCE SERVICE, a not for profit corporation, hereinafter (F/W AAS) an independent contractor and F/W AAS Special Service District through its 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 (\$46,700), 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, 2000, THE COUNTY SHALL HAVE RE-IMBURSED TO THE F/W AAS AN AMOUNT NOT LESS THAN 100% OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2000 AND DECEMBER 31, 2000, IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE.

Page 1

Continued on page 2

FILED  
JAN 12 2000*Sandra Leithers* COUNTY  
CLERK

Page 2

- 1. The F/W AAS agrees to provide 24 hour ambulance service within the geographic 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, 1999, through November 30, 2000.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by F/W AAS.
- 3. The total annual cost of the operation of the County office shall be re-imbursed by the F/W AAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	38
Litchfield-----	39
Nokomis/Witt-----	14
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 1999 and continuing monthly thereafter for FY '00, the sum of \$166.70 as an estimated proportionate share of the expense of the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '00 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W AAS.

The County shall then calculate and apply the total monthly payment as made by the F/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W AAS amount of everpayment.

- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Continued on page 3

Page 3

7. The County shall remit to the F/W AAS as soon as possible after the last day of each month the amount collected on behalf of F/W AAS.
8. F/W AAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. F/W AAS shall provide the County with proof of vehicle liability insurance upon request.
9. The F/W AAS 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, guide lines and requirements.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the F/W AAS that the F/W AAS is in violation of State regulations, said funds to be disbursed upon the F/W AAS coming into compliance.

10. The F/W AAS will submit a tentative FY '00 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '00.
11. The F/W AAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the F/W AAS.
12. The F/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2000, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of F/W AAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The F/W AAS shall provide an audit of the F/W AAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of F/W AAS fiscal year on November 30, 2000.
14. The F/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the F/W AAS or its duly authorized agent.

Continued on page 4

Page 4

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

Joe Corlan  
County Board Chairman

Date 1-12-00

ATTEST:

Sandy Lotherse  
County Clerk

Date 1-12-00

SEAL

AMBULANCE SERVICE

John Welch  
Title President F/WAS

Date 12-29-99

FY 2000

AGREEMENT #00-6

## MONTGOMERY COUNTY BOARD and COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the RAYMOND/HARVEL AREA AMBULANCE SERVICE, a not for profit corporation (hereinafter R/H AAS) an independent contractor, and R/H AAS Special Service District through its 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 (\$28,060) 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, 2000 , THE COUNTY SHALL HAVE RE-IMBURSED TO THE R/H AAS AN AMOUNT NOT LESS THAN 100% OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2000 AND DECEMBER 31, 2000 , IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE.

Page 1

Continued on page 2

FILED  
JAN 12 2000*Sandra Leitheiser* COUNTY CLERK

Page 2

1. The RH AAS agrees to provide 24 hour ambulance service within the geographic 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, 1999, through November 30, 2000.
2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by R/H AAS.
3. The total annual cost of the operation of the County office shall be re-imbursed by the R/HAAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	38
Litchfield-----	39
Nokomis/Witt-----	14
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

4. The R/H AAS agrees to pay on or before the last day of each month commencing December 1, 1999 and continuing monthly thereafter for FY '00, the sum of \$83.35 as an estimated proportionate share of the expense of the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '00 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the R/H AAS.

The County shall then calculate and apply the total monthly payment as made by the R/H AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the R/H AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the R/H AAS amount of overpayment.

6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Continued on page 3



Page 3

7. The County shall remit to the R/H AAS as soon as possible after the last day of each month the amount collected on behalf of R/H AAS.
8. R/H AAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. R/H AAS shall provide the County with proof of vehicle liability insurance upon request.
9. The R/H AAS 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, guide lines and requirements.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the R/H AAS that the R/H AAS is in violation of State regulations, said funds to be disbursed upon the R/H AAS coming into compliance.

10. The R/H AAS will submit a tentative FY '00 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '00.
11. The R/HAAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the R/HAAS.
12. The R/HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2000, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of R/H AAS from County under this agreement, or, (B) that Officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The R/H AAS shall provide an audit of the R/H AAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of R/H AAS fiscal year on November 30, 2000.
14. The R/H AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the R/H AAS, or its duly authorized agent.

Continued on page 4

Page 4

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

Joe Cordani  
County Board Chairman

Date 1-12-00

ATTEST:

Sandy Litherizer  
County Clerk

Date 1-12-00

SEAL

AMBULANCE SERVICE

Howard G. Funderburk  
Title President

Date 12-29-99


Statement of Resignation

January 26, 2000

I, Lowell Fehrenbacher, Montgomery County Engineer, do hereby voluntarily resign my position as Montgomery County Engineer, effective this date.

  
\_\_\_\_\_  
Lowell Fehrenbacher

Sworn to and Subscribed before me  
This 26<sup>th</sup> day of January, 2000.

  
\_\_\_\_\_  
Notary Public



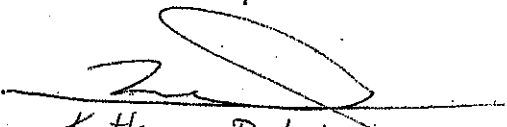
**F I L E D**  
JAN 26 2000

*Sandra Lathisen* COUNTY CLERK

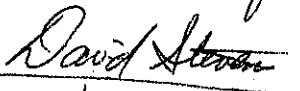
January 26, 2000

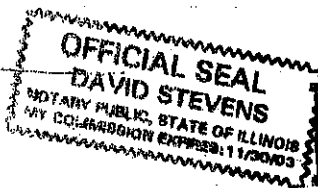
The following materials were received this date from Lowell Fehrenbacher, former Montgomery County Engineer:

1. Lowell Fehrenbacher 1997 Absentee Calendar.
2. Lowell Fehrenbacher Individual Payroll Record, Fiscal Year 1997.
3. Montgomery County Highway Department Daily Work Logs, 1997-1999.
4. Sick, Vacation, and Personal Leave for Staff, 1997-99.
5. Three Letters from IDOT
6. Miscellaneous Copies County Board Minutes and Papers.
7. Section 96-13120-00-BR File.
8. Section 96-00109-00-BR file
9. Section 88-06109-00-BR file 2 copies
10. Section 97-00111-00-BR file
11. Section 97-00112-00-BR file
12. Land Atlas + Plat Book, Montgomery County, 1997
13. "Matric v. English" letter, 3/9/99
14. Federal and State Officers, 1999

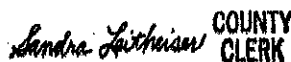
  
Kathryn Dobrinic  
Montgomery County State's Attorney

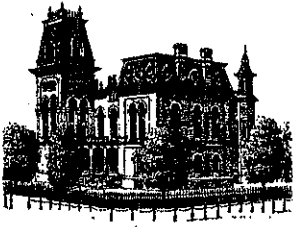
Sworn to and Subscribed at  
this 26<sup>th</sup> Day of January, 2000.

  
Notary Public.



**FILED**  
JAN 26 2000

  
COUNTY CLERK



# Montgomery County Circuit Court

Montgomery County Courthouse • Fourth Judicial Circuit  
PO Box C, Hillsboro, Illinois 62049

Criminal 217-532-9547  
Civil 217-532-9546

**Daniel B. Billington, Circuit Clerk**

Child Support 217-532-9544  
Traffic 217-532-9541

FEBRUARY

January 28, 2000

Joe Cordani  
Chairman Montgomery County Board

Dear Joe,

This letter is to inform you that as of January 31, 2000, I am resigning my elected position as Montgomery County Circuit Clerk.

It has been my pleasure to work with you and the other Montgomery County Board members. It has been my experience that all of you have been willing to listen to the needs of the office and have done whatever was in your power so supply what it takes for the Circuit Clerks office to do the very difficult job they are charged with.

Thank you for all of your support in the past and I look forward to working with you in whatever capacity in the future.

Sincerely  
*Dan*  
Daniel B. Billington



**Montgomery County  
Republican Central Committee**  
(217) 532-9353

**Paul Tomazzoli**  
Chairman

**Joe McNeal**  
Vice Chairman

**Wilma Mauney**  
Secretary

**George McPhail**  
Treasurer

February 7, 2000

**Joe Cordani, Chairman**  
Montgomery County Board  
Historic Courthouse  
Hillsboro, IL 62049

Dear Chairman:

The Montgomery County Republican Central Committee is submitting the name of Mary Webb of Donnellson to be the replacement for Daniel B. Billington, Circuit Clerk, who resigned effective January 31, 2000.

If you have any questions, please don't hesitate to contact me.

Sincerely,

**Paul Tomazzoli**  
Chairman

**F I L E D**  
FEB 08 2000

*Sandra Leithner* COUNTY CLERK



Resolution Requesting Consent of the Department of Transportation to the Appointment of an Acting County Engineer

WHEREAS, a vacancy exists in the office of the County Engineer in Montgomery County, Illinois, due to the death, removal from office, or resignation of the Incumbent County Engineer, Lowell Fehrenbacher, which occurred on 1/26/2000, and

WHEREAS, in accordance with Section 5-204 of the Illinois Highway Code, the County Board must request the consent of the Department before the appointment of an Acting County Engineer can be made, and

WHEREAS, this Board, due to the emergency, did on 2/8/2000, appoint Don Hamby Acting County Engineer:

THEREFORE, BE IT RESOLVED, that the Montgomery County Board does hereby request the consent approval of the Department of Transportation of the State of Illinois to the appointment of Don Hamby Acting County Engineer, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, through its District Engineer's Office at Springfield, Illinois.

STATE OF ILLINOIS )
COUNTY OF Montgomery )

I, Sandy Leitheiser, County Clerk in and for the County and State aforementioned and keeper of the records and files of said county office, hereby certify that the foregoing is a true and correct statement and copy of a resolution passed by the Montgomery County Board at its meeting held at Hillsboro, IL on 2/8/2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, A.D. 2000.

Sandy Leitheiser
County Clerk

(SEAL)

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HARVEL has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department;

WHEREAS, The Road District of HARVEL of Montgomery County has agreed to contribute an amount of \$2,600.00 from the proceeds of its road and bridge levy for the current year towards financing the requested bridge;

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HARVEL	905 B-CA, Location A	Northwest Corner of NW 1/4, NW 1/4, NE 1/4, Sec. 28, R-4W., T-11N of Harvel Township	\$5,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid in the construction of the above described bridge to be obtained from the special tax authority under Section 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid, 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 County at its adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
Harvel                      50%



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 02-00**

**FEDERAL-AID MATCHING OFFICE RESOLUTION FOR PROJECT  
TO BE CONSTRUCTED WITH FEDERAL-AID MATCHING FUNDS**

WHEREAS, the State of Illinois, acting through its Department of Transportation hereinafter called the STATE, and Montgomery County, hereinafter called the COUNTY, jointly propose to replace County Structure No. 068-3027 on County Highway No. 3, North of Raymond, shown on the attached map, with reconstruction of Structure 068-3331 and build new approaches at this location over Horse Creek, approximately 4.5 miles east of Farmersville, the said improvement to be designated as Section 97-00111-00-BR or 868 B-CA, and to be constructed in accordance with plans approved by the STATE under the STATE'S STRF Plan approved by the United States Federal Highway Administration, hereinafter called the FHWA; and

NOW THEREFORE BE IT FURTHER RESOLVED, that for payment of the COUNTY'S obligations incurred in connection with the construction of the proposed improvement, the following appropriations are hereby made:

\$22,400.00, or as much thereof as may be necessary from County Federal-Aid Matching Office to provide the County's portion of the cost of the proposed improvement;

Preliminary Engineering	\$14,000.00
Construction	\$ 8,400.00

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2000.

*Sandy Leithaiser*  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION #02-00**

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 03-00**

**BE IT HEREBY RESOLVED** that the acting Montgomery County Highway Department Engineer is authorized to purchase a 90 P.T.O. HorsePower Tractor Ordered through the Illinois State bidding process, said purchase to take place prior to June 1<sup>st</sup>, 2000.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of February, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of February, AD, 2000.

ATTEST:

  
\_\_\_\_\_  
Ms. Sandy Leitheiser, Montgomery County Clerk

  
\_\_\_\_\_  
Joe Cordani, Montgomery County Board Chairman

~~BOOK~~

1 PAGE 183

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**COUNTY OF MONTGOMERY, ILLINOIS A BODY POLITIC**

**and**

**THE CIRCUIT CLERK OF MONTGOMERY COUNTY**

**CO-EMPLOYERS**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,**

**AFL-CIO, LOCAL 148**

**ON BEHALF OF THE EMPLOYEES IN**

**THE CIRCUIT CLERK'S OFFICE**

**December 1, 1999 through November 30, 2001**

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## AGREEMENT

This Agreement is made and entered into by and between the Montgomery County, IL Circuit Clerk through the County Board of Montgomery County, IL its successors or assigns (hereinafter referred to as the Employer), for such of its employees as are covered by this Agreement, and the International Union of Operating Engineers, Local Union No. 148, AFL-CIO (hereinafter referred to as the Union).

It is the purpose of the Agreement and the intent of the parties hereto to establish and promote mutual harmonious understandings and relationships between the Employer and the Union, to promote efficiency and effectiveness in the Circuit Clerk's Office, to establish wages, hours, benefits and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

The Employer and the Union jointly and mutually declare it to be their purpose and intention to carry out in good faith the provisions of this Agreement and engage in no subterfuge for the purpose of defeating or evading the provisions thereof.

In consideration of the mutual promises, covenants and understandings contained herein, the parties hereby, by their duly authorized representatives and/or agents, mutually covenant and agree subject to the applicable state and federal laws, as follows:

### ARTICLE I RECOGNITION OF THE UNION

For the purpose of collective bargaining, the Employer agrees to negotiate and bargain exclusively with the Union, through its duly accredited officers and representatives in respect to wages, fringe benefits, hours of employment, working conditions, and other conditions of employment for the employees in the Montgomery County, IL Circuit Clerks Office (as certified by the Illinois State Labor Relations Board on December 30, 1998, in case number S-RC-99-26) and for any other employees for whom the Union may become certified for by the Illinois State Labor Relations Board, or for similar Montgomery County IL Circuit Clerks Office employees whom the Union has been or may become recognized by the Employer as exclusive Bargaining Representatives.

The Term "employee" as used in this Agreement shall include the employees referred to and recognized in Section 1 above.

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## ARTICLE II MANAGEMENT RIGHTS

The Employer has, and will continue to retain, the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, Rights:

1. To determine the organization and operations of the Circuit Clerk's Office;
2. To determine and change the purpose, composition and function of each of its constituent Departments and subdivisions;
3. To set standards for the service to be offered to the public;
4. To direct the employees of the Circuit Clerk's office, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;
6. To increase, reduce or change, modify or alter, the composition and size of the work force, including, but not limited to , the right to relieve employees from duties because of the lack of work or funds, or other proper reasons;
7. To establish work schedules and determine starting and quitting times, and the number of hours to be worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To add, delete or alter methods of operation, equipment, or facilities;
10. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
11. To establish, implement and maintain an effective internal control program;
12. To suspend, demote, discharge, or take other disciplinary action against employees for just cause; and
13. To add, delete or alter policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressed, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice, or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or act(s) of any Employee.

Nothing in this Article shall abrogate or alter the Articles of this Agreement.

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## **ARTICLE III UNION SECURITY**

### **SECTION 1 - DEFINITION**

Every employee subject to this Agreement shall, as a condition of employment, be or become a member of the Union no later than the thirtieth (30) day following the effective date of this Agreement, or following the beginning of such employment, whichever is the later, and shall maintain such membership in good standing during the life of this Agreement.

Failure of any employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such employee on the same terms and conditions generally available to other members, forthwith to discharge such employee. Furthermore, the failure of any employee to maintain his or her union membership in good standing as required herein, shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

The above provisions of this Section 1 notwithstanding, an employee may satisfy his or her union security obligations under this Agreement by paying to the Union an amount established by the Union which shall represent that employee's proportionate share of the costs of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. This fair share amount shall not exceed the amount of dues uniformly required by members.

### **SECTION 2 - CHECK-OFF**

Union dues shall be checked off pay only on the separate written order of the individual employee subject to revocation by him or her at anytime by means of separate written order. The Employer shall notify the Union at once on the receipt of any such notice of revocation.

### **SECTION 3 - INDEMNIFICATION**

The Union shall indemnify the Circuit Clerk and the Montgomery County Board and hold them harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Circuit Clerk and the Montgomery County Board for purpose of complying with the provisions of this Article.

**ARTICLE IV  
UNION RIGHTS**

**SECTION 1**

The Union shall appoint a Steward. The name of the Steward and any Alternate Steward shall be given to the Circuit Clerk upon ratification of the Agreement by the parties. Any change in these positions shall also be promptly reported. The Steward shall be responsible to see to it that the provisions of this Agreement are adhered to by the Employer and Employees.

**SECTION 2**

The Employer agrees there shall be no discrimination against the steward or any employees for legitimate Union activities, and the Union agrees that this shall not be construed to give the Union or its members rights to coerce, intimidate or fail to cooperate with employees of the City who may not be its members.

**SECTION 3**

Accredited representatives of the Union may visit the work sites during working hours at a mutually agreed upon time with the Circuit Clerk in case any claim is made that the provisions of this Agreement are not being followed.

**SECTION 4**

Any employee whose duties as an elected or appointed officer of the Union require a leave of absence, shall be granted such leave of absence, not to exceed three (3) days, without pay but shall continue to accumulate seniority throughout such leave of absence.

**ARTICLE V  
EMPLOYEES PERSONNEL MANUAL**

The terms and conditions of the Employees Personnel Manual as adopted November 12, 1997, are made a part of and incorporated by reference in this Agreement. Therefore, the provisions of the Employees Personnel Manual are applicable to the Employees where the terms and conditions do not conflict with this Agreement. Where any provision of the Employee Personnel Manual is in conflict with this Agreement, this Agreement shall be operative, but the remaining provisions of the Employee Personnel Manual shall continue in full force and effect.



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## **ARTICLE VI DISCIPLINE**

### **SECTION 1 - DEFINITION**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense.

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension {Notice to be given in writing}; and
4. Discharge {Notice to be given in writing}.

Disciplinary Action may be imposed upon an employee only for just cause. Discipline shall be imposed promptly after the Employee is aware of the event or action giving rise to the discipline and has a reasonable time to investigate the matter.

### **SECTION 2 - MANNER OF DISCIPLINE**

If the employee has a reason to discipline an Employee, it shall normally be done in a manner that will not embarrass the Employee before other Employees or the public.

### **SECTION 3 - NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION**

1. In the event disciplinary action is taken against an Employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the Employee and the Union, in writing, with a clear and concise statement of the reasons, therefore including any names of witnesses and copies of pertinent documents. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances.
2. An Employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

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**ARTICLE VI - DISCIPLINE (CONTINUED)****SECTION 4 - REMOVAL OF DISCIPLINE**

Any written warning or other discipline shall be removed from an Employee's record if, from the date of the last warning or discipline, two (2) years pass without the Employee receiving an additional warning or discipline for such offense.

**SECTION 5 - SUSPENSION AND DISCHARGE OF EMPLOYEES**

The Employer shall not suspend or discharge any Employee without just cause. Such matters of suspension or discharge shall be subject to the Grievance Procedure and shall be handled expeditiously. An Employee subject to suspension or discharge shall be furnished a written explanation by his/her department head or supervisor as to the reason or reasons for such suspension or discharge. Such written explanation shall be furnished to the Employee within twenty-four (24) hours.

**ARTICLE VII  
GRIEVANCE PROCEDURE**

In the event that any employees shall have a grievance, he/she shall report the same to the Union Steward. The Steward shall be authorized to discuss the grievance with the Employee's supervisor. To be considered timely, any grievance must be reported in writing to the Employee's immediate supervisor within five (5) days of the incident giving rise to the grievance.

If the steward and the Employee's supervisor cannot adjust the matter satisfactorily within five (5) working days, then the business manager, or his assistant, of the Union shall discuss the grievance with the Circuit Clerk. If the matter is not satisfactorily settled within five (5) additional working days, then the matter shall be submitted to the Personnel Committee at their next scheduled meeting.

The Personnel Committee shall hear evidence regarding the grievance from both the Circuit Clerk and the Union and shall, within ten (10) days from hearing such evidence, give an answer to the Union.

In the event that the matter is not satisfactorily settled by the Personnel Committee, then the matter shall be submitted to the Federal Mediation and Conciliation Service for a list of Arbitrators.

**ARTICLE VII - GRIEVANCE PROCEDURE (CONTINUED)**

The Personnel Committee and the Union shall strike Arbitrators until a final selection is made. The decision of the Arbitrator shall be final and binding on both parties. The cost of arbitration, i.e. arbitrator's fees and expenses, shall be paid by the party that loses the arbitration.

**ARTICLE VIII  
LABOR MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree in the interest of efficient management and harmonious Employee relations, it is desirable that meetings are held between Union representatives and responsible Administrative Representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party, by placing in writing a request to the other party for a "Labor Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to :

1. Discussion on the Employment implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties.
3. Notifying the Union of changes in non-bargaining conditions of Employment contemplated by the Employer which may affect Employees.

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance Procedure shall not be considered at "Labor Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**ARTICLE IX  
SENIORITY**

**SECTION 1 - SENIORITY DEFINED**

Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to the preferences provided for in this Agreement.

For the purposes of this Agreement the following definitions shall apply:

**Local Union Seniority:** Local Union Seniority is defined as seniority resulting from employment in a bargaining unit position in the Circuit Clerk's Office, as opposed to employment with the Employer.

**County Seniority:** County Seniority, as used in this Agreement, shall be defined as the Employee's entire length of service with the Employer.

Should any Employee be tied with another Employee in Local Union Seniority, the Employee with the greater County Seniority shall be deemed the more senior employee for the purposes of this Agreement.

**SECTION 2 - SENIORITY IN EVENT OF LAYOFF**

When reducing the number of employees due to lack of work or when recalling such employees, the following procedure shall govern:

- (a) Employees with the least Local Union Seniority shall be laid off first.
- (b) When recalling such employees, those having the greatest Local Union Seniority at the time of layoff shall be recalled first.
- (c) The Employer shall recall employees who are laid off and do not have a break in their seniority as provided in Section 3 below prior to transferring employees or hiring new employees into the Circuit Clerks Office.

**ARTICLE IX - SENIORITY (CONTINUED)****SECTION 3 - BREAKING OF SENIORITY**

Seniority shall be broken for the following reasons:

- (a) If an employee resigns.
- (b) If an employee is discharged and not reinstated.
- (c) If an employee who has been laid off fails to return to work within 10 days after being properly notified to report for work and does not give a satisfactory reason for failing to report.
- (d) If an employee is laid off for 24 continuous months unless he or she has more than 24 months of Seniority in which case the employee must be laid off a continuous period equal to the employee's Seniority which had been accrued at the time of layoff.

**SECTION 4 - SENIORITY - PROBATIONARY PERIOD**

All newly hired Employees shall serve a probationary period of six (6) months from the date of hire in the bargaining unit. During the probationary period, the Employee shall be subject to dismissal for any reason without recourse to the Grievance Procedure. Upon completion of the probationary period, the Employee shall be granted seniority rights from his/her most recent date of hire.

**ARTICLE X  
HOURS OF WORK**

For all employees coming under this Agreement, seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:00 p.m. Thirty-five (35) hours shall constitute a week's work, Monday through Friday. All work performed over eight (8) hours in any one day or over forty (40) hours in any one week shall be compensated with time off at the rate of time and one-half times pay. All work performed on Saturday or Sunday shall be compensated with time off at the rate of time and one-half times pay. All work performed on a holiday, as defined by this contract, shall be compensated with time off at the rate of one and one-half times pay, in addition to the regular rate of pay. Employees may choose to receive overtime pay for any holiday or overtime worked.

All employees shall receive a one (1) hour unpaid lunch break between the hours of 11:00 a.m. and 2:00 p.m.

**ARTICLE XI  
SICK LEAVE**

**SECTION 1**

Employee sick leave is an approved absence from work with pay because of a disability on the part of an Employee or Employee's immediate family including sickness, bodily injury, pregnancy and related conditions, physical or dental examination or treatment, and upon the advice of a physician. Immediate family is the Employee's spouse and children. Sick leave may also be used when the employee's parents, mother-in-law, or father-in-law are hospitalized.

**SECTION 2**

Beginning with the first complete month of employment, Employees shall earn one (1) sick day per month.

An Employee must call off sick at least one (1) hour prior to the commencement of their starting time on each day of sickness, unless hospitalized.

Sick leave with pay in excess of two (2) consecutive working days shall be granted only after presentation of a written statement by a reputable physician certifying that the Employee's condition prevented him/her from performing the duties of his/her position.

After an Employee's accumulated sick leave has been exhausted due to sickness, the Employee will apply for Disability Benefits as outlined in the Illinois Municipal Retirement Fund Act as provided in the Illinois Compiled Statutes, Chapter 40.

**SECTION 3**

Employees who resign, or retire shall be paid \$15.00 per day for each day of unused accumulated sick days up to a maximum of one hundred (100) days for a maximum pay out of \$1500.00.

Any final pay check pertaining to accrued time will be issued one pay period after the last regular pay.

**ARTICLE XII  
PERSONAL DAYS**

Employees shall be entitled to take four (4) Personal Days off with pay during each calendar year. Personal leave may not be accumulated for use in later years

**ARTICLE XIII  
FUNERAL LEAVE**

All employees shall be released from their duties for three (3) days with pay when there is a death in the immediate family. The term "immediate family" includes spouse, children, grandchildren, parents, brother, sister, mother-in-law and father-in-law.

Employees shall be released from their duties for one (1) day in the event of the death of an employee's grandparent, son-in-law or daughter-in-law.

In the event of multiple deaths involving the employee's spouse, children, grandchildren, parents, brother, sister, mother-in-law and father-in-law, an employee shall be allowed five (5) working days without loss of pay.

If requested, the employee shall furnish the name of the relative, city, and funeral home.

**ARTICLE XIV  
HOLIDAYS**

All employees shall be released from their duties, with pay, for the following holidays,

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| New Year's Day                    | Columbus Day                         |
| Martin Luther King Jr.'s Birthday | General Election Day (Yr. 2000 only) |
| President's Day                   | Veteran's Day                        |
| Good Friday                       | Thanksgiving Day                     |
| Memorial Day                      | Thanksgiving Friday                  |
| Independence Day                  | Christmas Day                        |
| Labor Day                         |                                      |

Holidays which fall on Saturday shall be taken on Friday. Holidays which fall on Sunday shall be taken on Monday.

## ARTICLE XV VACATION

### SECTION 1 - VACATION ALLOTMENT

Employees prior to 11/30/97 shall be allowed vacation leave with pay in accordance with the schedule below:

- a.) Upon one (1) year of service, employees are allowed two (2) weeks paid vacation.
- b.) Upon five (5) years of service, employees are allowed three (3) weeks paid vacation.
- c.) Upon ten (10) years of service, employees are allowed four (4) weeks paid vacation.
- d.) Upon twenty (20) years of service, employees are allowed five (5) weeks paid vacation.

Employees hired after 11/30/97 shall be allowed vacation leave with pay in accordance with the schedule below:

- a.) Upon one year of service, employees are allowed two (2) weeks paid vacation.
- b.) Upon seven (7) years of service, employees are allowed three (3) weeks paid vacation.
- c.) Upon fifteen (15) years of service, employees are allowed four (4) weeks paid vacation.
- d.) Upon twenty-five (25) years of service, employees are allowed five (5) weeks paid vacation.

### SECTION 2 - VACATION-EARLY PAY

Any employee who wants his vacation pay before going on vacation must make a request for this pay at least fourteen (14) calendar days before the start of his/her vacation. This request must be in writing with copies to the Circuit Clerk and the Union Steward. The employee will receive his/her vacation pay on or before his/her last scheduled work day prior to vacation. This check shall be dated the same date as issued.



## **ARTICLE XV - VACATION (CONTINUED)**

### **SECTION 3 - SCHEDULING VACATIONS**

Employees may schedule vacation on the basis of Local Union Seniority within each division. An employee with greater Local Union Seniority will be given preference in choice of vacation time over another employee if his/her selection is made by the first business day in March of each year. More than one employee in a division may be allowed to take vacation at one time, if authorized by the Employer.

Employees must take vacation each year, only being allowed to go over into the Month of January (considered as part of the past calendar year) of the following year with accumulative vacation from the previous year to be taken by the end of that month.

### **SECTION 4 - HOLIDAYS AND HOSPITALIZATION DURING VACATION**

- A. If a holiday occurs during an employee's vacation and it falls on one of his regular work days, an employee may elect to either (1) receive his holiday allowance and vacation pay for that day, or (2) receive his holiday allowance only for that day and not have it count as a day of vacation.
- B. If an employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some later time. If the canceled vacation time cannot be taken in the remainder of that calendar year, an allowance for the unused vacation time will be paid.

### **SECTION 5 - TERMINATION OF EMPLOYMENT**

Employees who are terminated, resign, or retire shall be paid for unused vacation leave accumulated to the date of separation, limited to current year earned and unused vacation.

## **ARTICLE XVI LUNCH HOUR - FLEX TIME**

Employees shall be allowed to flex their lunch hour subject to approval of the Circuit Clerk.

Employees shall provide notice to the Circuit Clerk by 10:00 AM of the morning of the day in which the flex time is to be taken.

**ARTICLE XVII  
MATERNITY LEAVE & FAMILY MEDICAL LEAVE**

Any female Employee shall be granted maternity leave in accordance with applicable State and Federal Laws. Employees are entitled leave pursuant to the Family and Medical Leave Act.

The Circuit Clerk shall have the discretion to allow an Employee unpaid leave under this Article even if the Employee has not fully exhausted all paid leave (such as sick leave, vacation or personal leave).

Any accrued paid time off that is taken shall reduce FMLA unpaid leave on a day for day basis.

**ARTICLE XVIII  
JURY DUTY LEAVE**

Employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. The term "service" as used herein includes required reporting for jury or witness duty when summoned or subpoenaed, whether or not they are used. Employees shall be paid their full salary for such service so long as any compensation tendered for such service is remitted to the County. Jury duty leave shall not include any matter in which the employee is personally involved as plaintiff or defendant or in which the employee appears as an expert witness. The Employee may keep any mileage reimbursement he or she may receive.

**ARTICLE XIX  
PAYDAY**

Payday shall be every other Friday. If a Holiday falls on payday, the actual payday will be the day prior to the Holiday.

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**ARTICLE XX  
WAGES**

Entry level salary will be a minimum \$14,500 annually for all full time Employees. Increases for all bargaining unit Employees shall be as follows:

- Effective February 1, 2000, to November 30, 2000 - 4.25%
- Effective December 1, 2000, to November 30, 2001 - 4.0%

**ARTICLE XXI  
BENEFITS**

The Employer shall continue to provide comparable medical insurance benefits for the term of this Agreement and in addition continue to pay \$150.00 per month toward each employee's medical premium.

The Employer shall continue to provide a savings investment plan that qualifies under County Government Rules.

The Employer shall establish a medical account under IRS Section 125 that allows the Employee to pay their share of medical premiums pre-tax.

The Parties agree that an Employee representative of the bargaining unit who is a recipient of the Employer medical insurance plan shall be a member of the Insurance Advisory Committee.

**ARTICLE XXII  
SAVINGS AND SEPARABILITY**

If any term or provision of this Agreement is, at any time, during the life of this Agreement, in conflict with any applicable valid Federal or State Law, such term or provision shall continue in effect only to the extent permitted by such law. IF, at any time thereafter, such term or provision is no longer in conflict with any Federal or State Law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. This Article is subject to the provisions of Article VII.

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**ARTICLE XXIII  
TERM OF AGREEMENT**

This agreement shall be effective from December 1, 1999, through November 30, 2001, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2001, or the anniversary date of such yearly extension of a desire to amend it. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT
RESOLUTION # 04-00
JOINT RESOLUTION

WHEREAS, Christian County and Montgomery County in cooperation desire to construct improvements to the bridge and approaches on TR 75 located on the county line between said Counties that is further described as located near the Southwest Corner of the Southwest Quarter, of Section 36, Township 11 North, Range 4 West of the Third Principal Meridian: (King Bridge #24, Christian Co. Existing Structure #011-3076 - Mont. Co. Existing Structure #068-NONE).

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Montgomery County Board that Montgomery County in joint agreement with Christian County agrees to construct said improvement and shall fix the appropriate percentage of costs at 43.7% Montgomery County and 56.3% Christian County, based on the 1998 assessed valuation for each County.

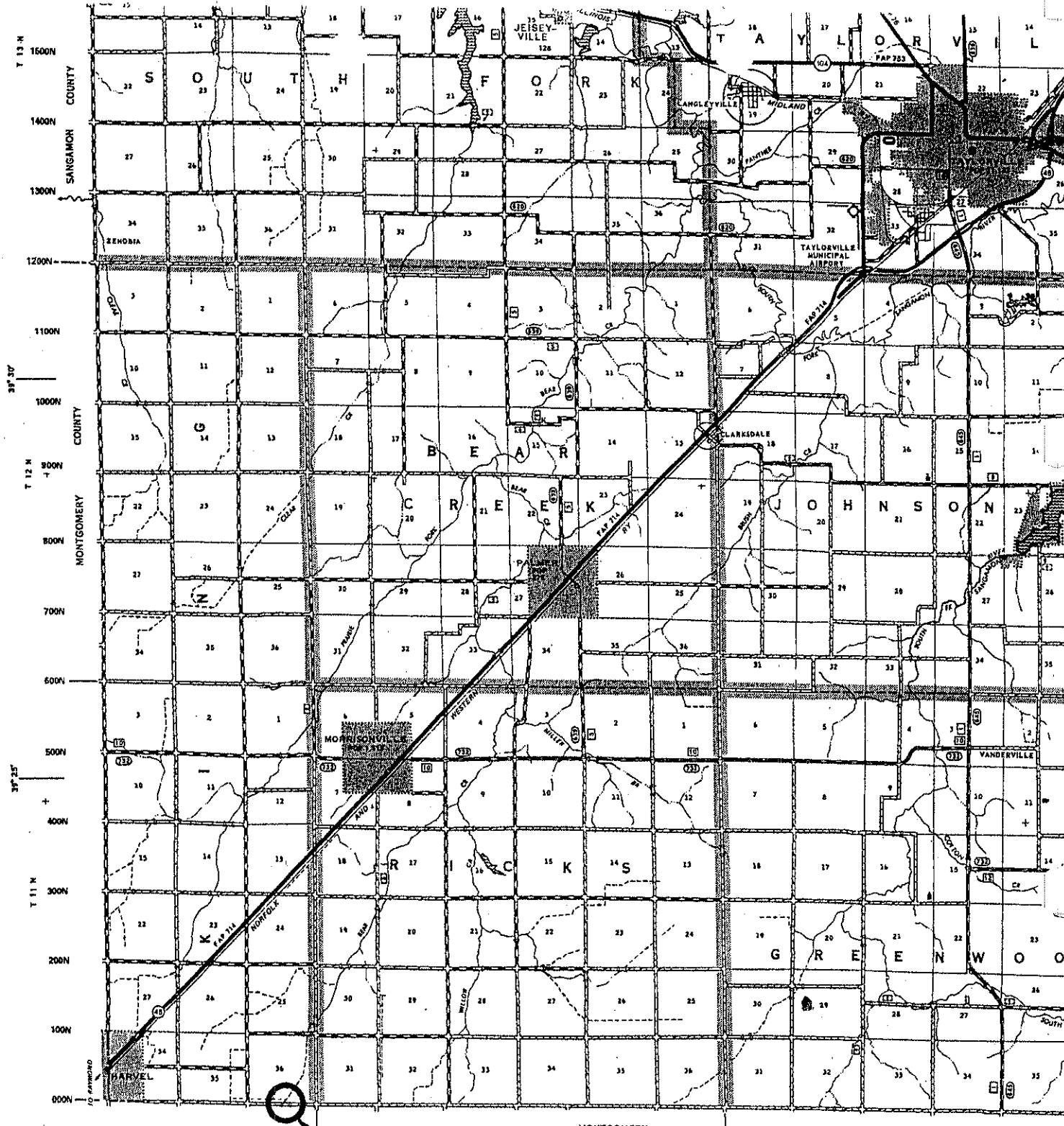
STATE OF ILLINOIS )
COUNTY OF MONTGOMERY ) ss

I, SANDY LEITHEISER, COUNTY CLERK in and for said County in the State of Illinois and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at its regular meeting at Hillsboro, Illinois on March 14th, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in Montgomery County this 14th day of March, 2000.

Sandy Leitheiser
SANDY LEITHEISER, County Clerk

Table with 3 columns: Category, County, and Amount. Rows include Township Bridge, Federal (BRRP), and Local for both Montgomery and Christian counties, totaling \$177,500.00.



Project Location

Original Data	1986
Revised	
By	
Date	12-31-97
PAE	

GENERAL HIGHWAY MAP CHRISTIAN COUNTY ILLINOIS

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 05-00  
JOINT RESOLUTION

WHEREAS, Christian County and Montgomery County in cooperation desire to construct improvements to the bridge and approaches on TR 2A located on the county line between said Counties that is further described as located near the Northwest Corner of the Section 15, Township 11 North, Range 4 West of the Third Principal Meridian: (King Bridge #42).

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Montgomery County Board that Montgomery County in joint agreement with Christian County agrees to construct said improvement and shall fix the appropriate percentage of costs at 43.5% Montgomery County and 56.5% Christian County, based on the 1997 assessed valuation for each County.

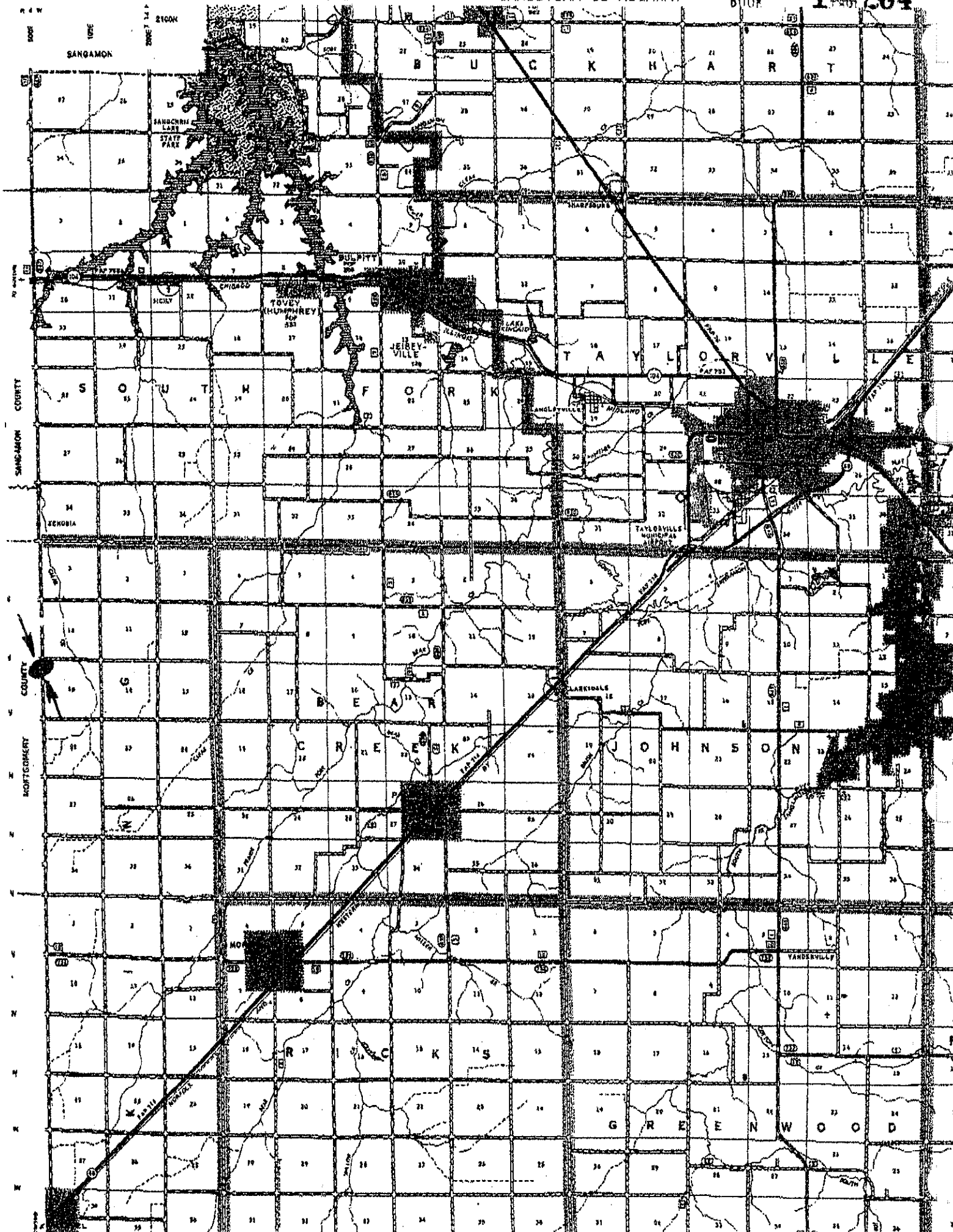
STATE OF ILLINOIS            )  
  )  
COUNTY OF MONTGOMERY    )        ss

I, SANDY LEITHEISER, COUNTY CLERK in and for said County in the State of Illinois and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at its regular meeting at Hillsboro, Illinois on March 14<sup>th</sup>, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in Montgomery County this 14<sup>th</sup> day of March, 2000.

*Sandy Leitheiser*  
\_\_\_\_\_  
SANDY LEITHEISER, County Clerk

Total Project Cost                = \$8,941.63  
Montgomery County Share = \$3,889.61 (43.5%)  
Christian County Share        = \$5,052.02 (56.5%)





**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 06-00  
JOINT RESOLUTION**

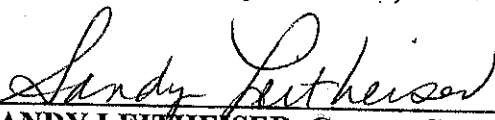
WHEREAS, Sangamon County and Montgomery County in cooperation desire to construct improvements to the bridge and approaches located on the county line between said Counties that is further described as located near the Northeast Quarter, Northeast Quarter, Northeast Quarter, Section 2, Range 5 West, Township 12 North, of the Third Principal Meridian: (Montgomery County Existing Structure #068-3048).

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Montgomery County Board that Montgomery County in joint agreement with Christian County agrees to construct said improvement and shall fix the appropriate percentage of costs at 10.5% Montgomery County and 89.5% Sangamon County, based on the 1998 assessed valuation for each County.

STATE OF ILLINOIS                 )  
  )  
COUNTY OF MONTGOMERY       )            ss

I, SANDY LEITHEISER, COUNTY CLERK in and for said County in the State of Illinois and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at its regular meeting at Hillsboro, Illinois on March 14<sup>th</sup>, 2000.

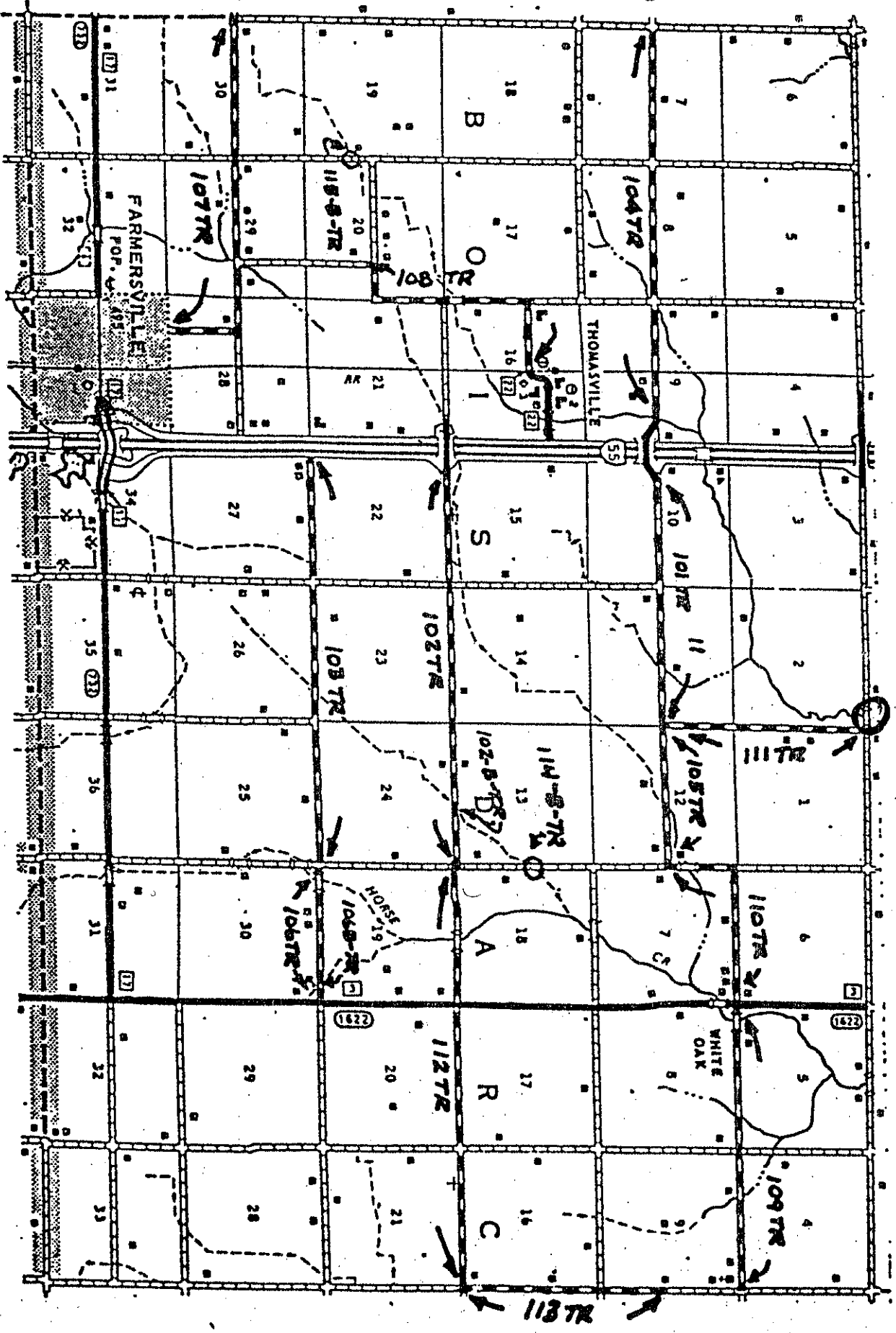
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in Montgomery County this 14<sup>th</sup> day of March, 2000.

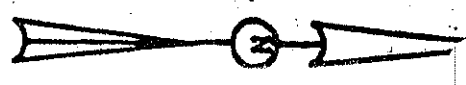

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 SANDY LEITHEISER, County Clerk

Township Bridge	-	Total Approx. Cost of Project	= \$187,000.00
Township Bridge	-	Montgomery County	= \$ 15,708.00
Local	-	Sangamon County	= \$133,892.00
Local	-	Montgomery County	= \$ 3,927.00
		Sangamon County	= \$ 33,473.00



BOIS D'ARC  
 Township  
 Montgomery County  
 R-4W & R-5W - T-12N



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 07-00  
Amends Resolution #35-99 for \$6,900.00 Raised by \$2,137.66**

**AMENDED RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$4,518.83 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

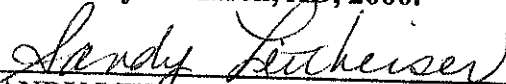
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	901 B-CA, Location A	Near NW Corner SW 1/4, NE 1/4, SW 1/4, SW 1/4, Sec. 22, R-4W., T-8N, 3rd P.M.	\$9,037.66

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
Hillsboro R.D.            50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 08-00

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of AUDUBON has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$16,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	785 B-CA Section 92-01132-00-BR	See Attached Map	\$165,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized in Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

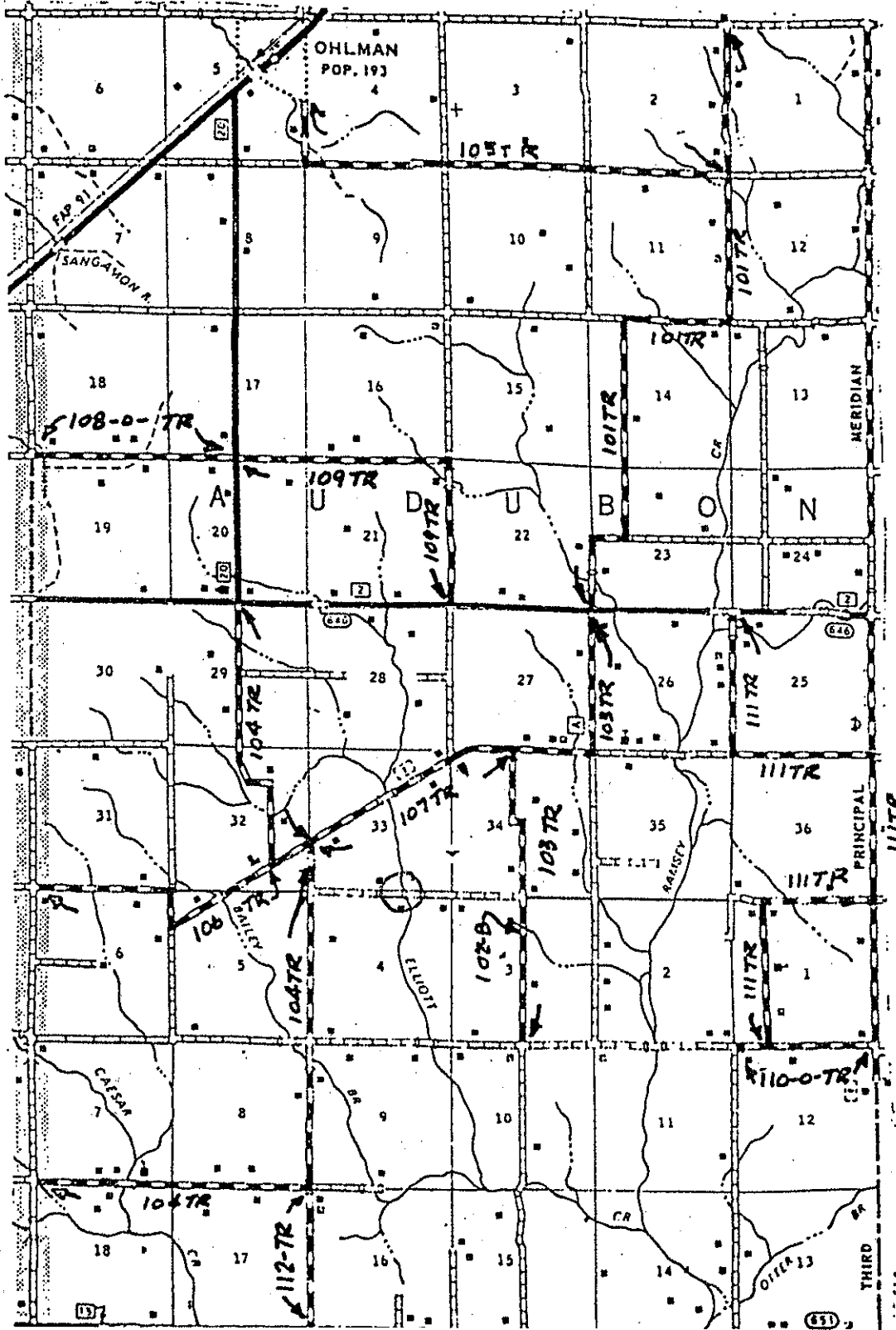
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

Sandy Leithaiser  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
State of Illinois 80%  
Montgomery County 10%  
Audubon 10%

AUDUBON  
Township  
Montgomery County

R-1W, T-9N, T-10N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 09-0

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WITT has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department,

WHEREAS, The Road District of WITT of Montgomery County has agreed to pay an amount of \$22,440.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT	837 B-CA Section 95-18116-00-BR	See Attached Map	\$224,400.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
State of Illinois 80%  
Montgomery County 10%  
Witt 10%

Statement of Proposed Road Improvement

County MONTGOMERY

Road District WITT

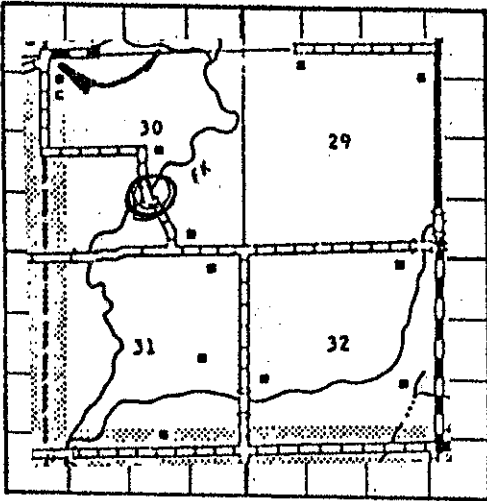
Section 95-18116-00-BR

County File No.: 837 B-CA

Locate improvement accurately on sketch at left.

LOCATION:

Range 2W 3rd PM



The estimated average daily traffic upon completion of the improvement will be 25± vehicles per day. The design hourly volume for the design year will be \_\_\_\_\_ vehicles per hour. (Applicable only if DHV is 100 or more)  
 The proposed improvement \_\_\_\_\_ is \_\_\_\_\_ (is/is not) on a public school bus or rural free mail delivery route.

Existing Structure No. 068-3184  
 Prop. Structure No. 068-3326

EXISTING CONDITIONS:

The present roadway is a(n) oil and chip surface, 16 feet wide, 4 inches thick on a(n) \_\_\_\_\_ base with a roadbed width of 20 feet.

The present structure is a Bridge, 45 feet long with a clear roadway width of 14 feet. (Bridge/Culvert)

PROPOSED IMPROVEMENT:

Length of improvement 500 feet (0.095 miles) Functional Classification Local Road with \_\_\_\_\_ MPH Design

Roadway: The proposed improvement is to be a(n) crushed stone surface, 20 feet wide, 8 inches thick, on a(n) \_\_\_\_\_ base with a roadbed width of 24 feet and is to be constructed by contract (contract/day labor)

Structure: The proposed improvement is to be a Bridge with a clear roadway width (Bridge/Culvert) roadway width of 27.0 feet and is to be constructed by contract (contract/day labor)

ESTIMATED COST:

Type of Funds	Construction	Land Acquisition	Engineering	Total
Motor Fuel Tax				
Township Bridge	170,000.00		17,000.00	187,000.00
Federal				
Others	34,000.00		3,400.00	37,400.00
Total	204,000.00		20,400.00	224,400.00

REMARKS:

Submitted 2/14, 192000

John Charnisky  
 Highway Commissioner JOHN CHARNISKY  
Donald L. Hamby  
 ACTING County Superintendent of Highways  
 DONALD L. HAMBY

Approved \_\_\_\_\_, 19\_\_\_\_  
 Department of Transportation  
 By \_\_\_\_\_  
 District Engineer

submit 4 copies to District Engineer

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 10-0

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ROUNTREE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ROUNTREE of Montgomery County has agreed to pay an amount of \$13,992.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

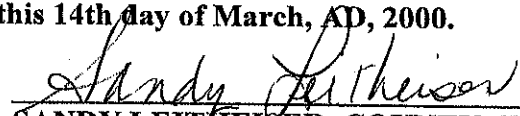
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	896 B-CA Section 99-14121-00-BR	See Attached Map	\$139,920.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
State of Illinois 80%  
Montgomery County 10%  
Rountree 10%



**Statement of Proposed Road Improvement**

County MONTGOMERY

Road District ROUNTREE

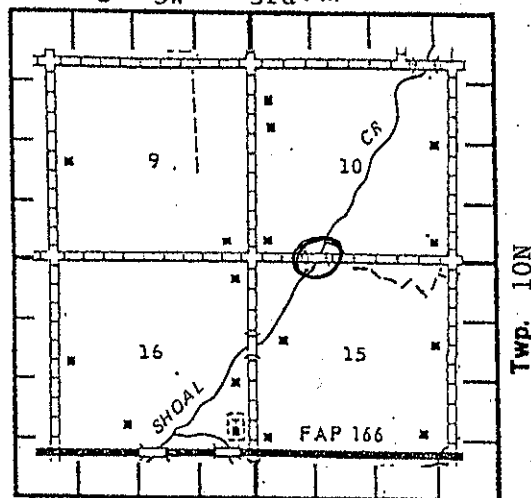
Section 99-14121-00-BR

County File No.: 896 B-CA

Locate improvement accurately on sketch at left.

LOCATION:

Range 3W 3rd PM



The estimated average daily traffic upon completion of the improvement will be 125± vehicles per day. The design hourly volume for the design year will be \_\_\_\_\_ vehicles per hour. (Applicable only if DHV is 100 or more)  
 The proposed improvement is (is/is not) on a public school bus or rural free mail delivery route.

Existing Structure No. 068-3090

Prop. Structure No. 068-3335

**EXISTING CONDITIONS:**

The present roadway is a(n) oil and chip surface, 16 feet wide, 4 inches thick on a(n) \_\_\_\_\_ base with a roadbed width of 20 feet.

The present structure is a Bridge (Bridge/Culvert), 25 feet long with a clear roadway width of 16 feet.

**PROPOSED IMPROVEMENT:**

Length of improvement 500 feet (0.095 miles) Functional Classification Local Road with \_\_\_\_\_ MPH Design

Roadway: The proposed improvement is to be a(n) crushed stone surface, 20 feet wide, 8 inches thick, on a(n) \_\_\_\_\_ base with a roadbed width of 24 feet and is to be constructed by \_\_\_\_\_ contract (contract/day labor)

Structure: The proposed improvement is to be a Bridge (Bridge/Culvert) with a clear roadway width of 27.0 feet and is to be constructed by \_\_\_\_\_ contract (contract/day labor)

**ESTIMATED COST:**

Type of Funds	Construction	Land Acquisition	Engineering	Total
Motor Fuel Tax				
Township Bridge	106,000.00		10,600.00	116,600.00
Federal				
Others	21,200.00		2,120.00	23,320.00
Total	127,200.00		12,720.00	139,920.00

**REMARKS:**

Submitted 2/14 ~~2000~~

Donald G. Keiser  
Highway Commissioner

Approved \_\_\_\_\_, 19 \_\_\_\_\_  
Department of Transportation

Donald L. Hamby  
ACTING County Superintendent of Highways  
DONALD L. HAMBY

By \_\_\_\_\_  
District Engineer

Submit 4 copies to District Engineer

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 11-0

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of NOKOMIS has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of NOKOMIS of Montgomery County has agreed to pay an amount of \$11,352.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	908 B-CA Section 00-10118-00-BR	See Attached Map	\$113,520.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized in Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
State of Illinois 80%  
Montgomery County 10%  
Nokomis 10%

Statement of Proposed Road Improvement

County MONTGOMERY

Road District NOKOMIS

Section 00-10118-00-BR  
 COUNTY FILE NO. 908 B-CA

Locate improvement accurately on sketch at left.

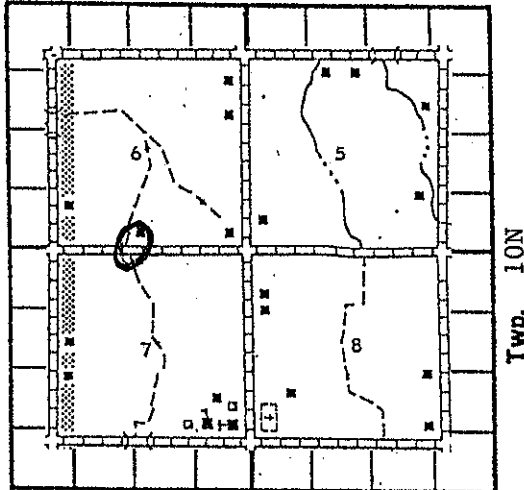
The estimated average daily traffic upon completion of the improvement will be 25± vehicles per day. The design hourly volume for the design year will be \_\_\_\_\_ vehicles per hour. (Applicable only if DHV is 100 or more)

The proposed improvement is (is/is not) on a public school bus or rural free mail delivery route.

Existing Structure No. \_\_\_\_\_ No. Bridge No. \_\_\_\_\_  
 Prop. Structure No. 068-3336

LOCATION:

Range 2W 3rd PM



EXISTING CONDITIONS:

The present roadway is a(n) oil and chip surface, 16 feet wide, 4 inches thick on a(n) \_\_\_\_\_ base with a roadbed width of 20 feet.

The present structure is a Bridge (Bridge/Culvert), 18 feet long with a clear roadway width of 14 feet.

PROPOSED IMPROVEMENT:

Length of improvement 500 feet (0.095 miles) Functional Classification Local Road, with \_\_\_\_\_ MPH Design

Roadway: The proposed improvement is to be a(n) crushed stone surface, 20 feet wide, 8 inches thick, on a(n) \_\_\_\_\_ base with a roadbed width of 24 feet and is to be constructed by contract (contract/day labor)

Structure: The proposed improvement is to be a Bridge (Bridge/Culvert) with a clear roadway width of 27.0 feet and is to be constructed by contract (contract/day labor)

ESTIMATED COST:

Type of Funds	Construction	Land Acquisition	Engineering	Total
Motor Fuel Tax				
Township Bridge	86,000.00		8,600.00	94,600.00
Federal				
Others	17,200.00		1,720.00	18,920.00
Total	103,200.00		10,320.00	113,520.00

REMARKS:

Submitted 2/14, 2000

Wale Keiser  
 Highway Commissioner DALE KEISER

Approved \_\_\_\_\_, 19\_\_\_\_  
 Department of Transportation

Donald L. Hamby  
 ACTING County Superintendent of Highways  
 DONALD L. HAMBY

By \_\_\_\_\_  
 District Engineer

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 12-0

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
13 (Rockwell Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	904 B-CA (Location A)	Near NE Corner of SE 1/4, NE 1/4, NE 1/4, Section 32, R-5W, T-7N, 3rd P.M.	\$3,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGE FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 13-00**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
13 (Niemannville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	904 B-CA (Location B)	Near SE Corner of SE 1/4, NE 1/4, NE 1/4, Section 8, R-5W, T-7N, 3rd P.M.	\$3,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leitheiser*  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 14-0

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO  
25 (New Hope School -North 16<sup>th</sup> Avenue)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,700.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	904 B-CA (Location C)	Near NE Corner of NW 1/4, NE 1/4, NW 1/4, Section 17, R-5W, T-9N, 3rd P.M.	\$3,700.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 15-00

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
21 (Elevator South)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,800.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

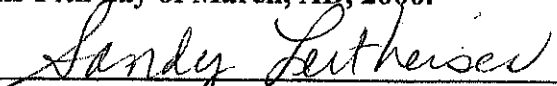
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	904 B-CA (Location D)	Near N 1/2 of NW 1/4, NW 1/4, SW 1/4, Section 11, R-5W, T-7N, 3rd P.M.	\$3,800.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 16-00

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
16 (Waggoner West)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,500.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	904 B-CA (Location E)	Near NE Corner of NE 1/4, NW 1/4, NW 1/4, Section 30, R-5W, T-11N, 3rd P.M.	\$3,800.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 17-00

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
13 (Niemannville Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$5,200.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	904 B-CA (Location F)	Near SE Corner of SE 1/4, NE 1/4, SE 1/4, Section 29, R-5W, T-8N, 3rd P.M.	\$5,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 18-0**

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of AUDUBON has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$10,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

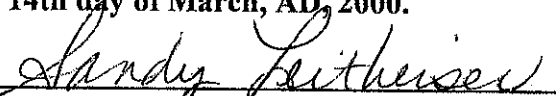
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	867 B-CA, Location B	Near SE Corner of SW 1/4, SE 1/4, SE 1/4, Sec. 5, R-1W., T-9N, 3rd P.M.	\$20,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
Audubon R.D.	50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 19-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ZANESVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ZANESVILLE of Montgomery County has agreed to pay an amount of \$1,200.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

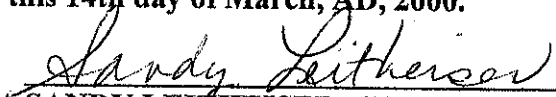
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ZANESVILLE	906 B-CA	Near SW Corner of SW ¼, SW ¼, NW ¼, Sec. 5, T-10N, R5W, 3 <sup>rd</sup> P.M.	\$2,400.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Zanesville 50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 20-0

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of RAYMOND has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of RAYMOND of Montgomery County has agreed to pay an amount of \$2,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
RAYMOND	902 B-CA Location B	Near NW Corner of SW ¼, SW ¼, NW ¼, Sec. 19, T-10N, R4W, 3 <sup>rd</sup> P.M.	\$4,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Raymond 50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 21-00

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of RAYMOND has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of RAYMOND of Montgomery County has agreed to pay an amount of \$3,100.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
RAYMOND	902 B-CA Location A	Near NW Corner of NE ¼, NW ¼, NW ¼, Sec. 35, T-10N, R4W, 3 <sup>rd</sup> P.M.	\$6,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 50%  
Raymond 50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 22-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of BUTLER GROVE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of BUTLER GROVE of Montgomery County has agreed to pay an amount of \$2,100.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
BUTLER GROVE	903 B-CA Location A	Near SE Corner of SE ¼, SE ¼, SE ¼, Sec. 35, T-9N, R4W, 3 <sup>rd</sup> P.M.	\$4,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Butler Grove 50%

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 23-00**

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of BUTLER GROVE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of BUTLER GROVE of Montgomery County has agreed to pay an amount of \$4,050.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

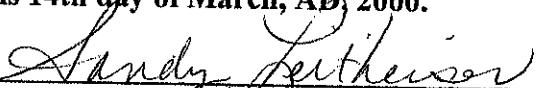
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
BUTLER GROVE	903 B-CA Location B	Near NW Corner of NW ¼, NW ¼, NW ¼, Sec. 21, T-9N, R4W, 3 <sup>rd</sup> P.M.	\$8,100.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
Butler Grove              50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 24-0

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of SOUTH LITCHFIELD has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$7,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	876 B-CA	Near NW Corner of NE ¼, SE ¼, SE ¼, Sec. 14, T-8N, R5W, 3 <sup>rd</sup> P.M.	\$14,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
South Litchfield 50%



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 25-00**

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$2,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	891 B-CA	Near NE Corner of NW ¼, NW ¼, NW ¼, Sec. 32, T-7N, R5W, 3 <sup>rd</sup> P.M.	\$5,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
Walshville	50%

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 26-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

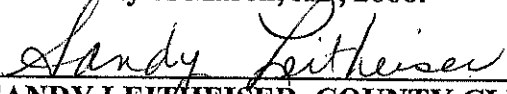
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	909 B-CA Location A	See Attached Map	\$2,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

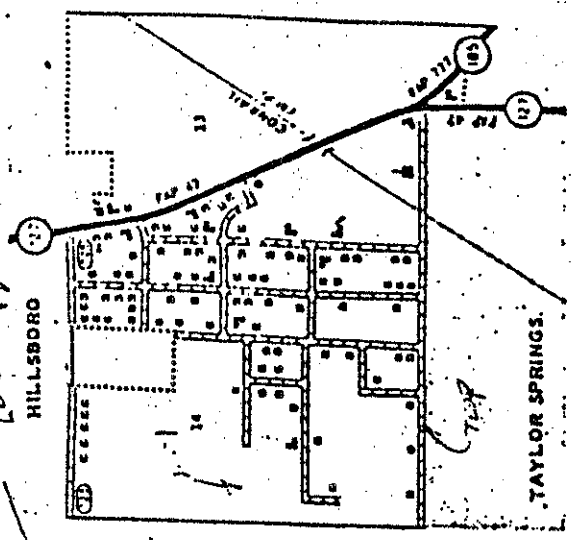
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Hillsboro 50%

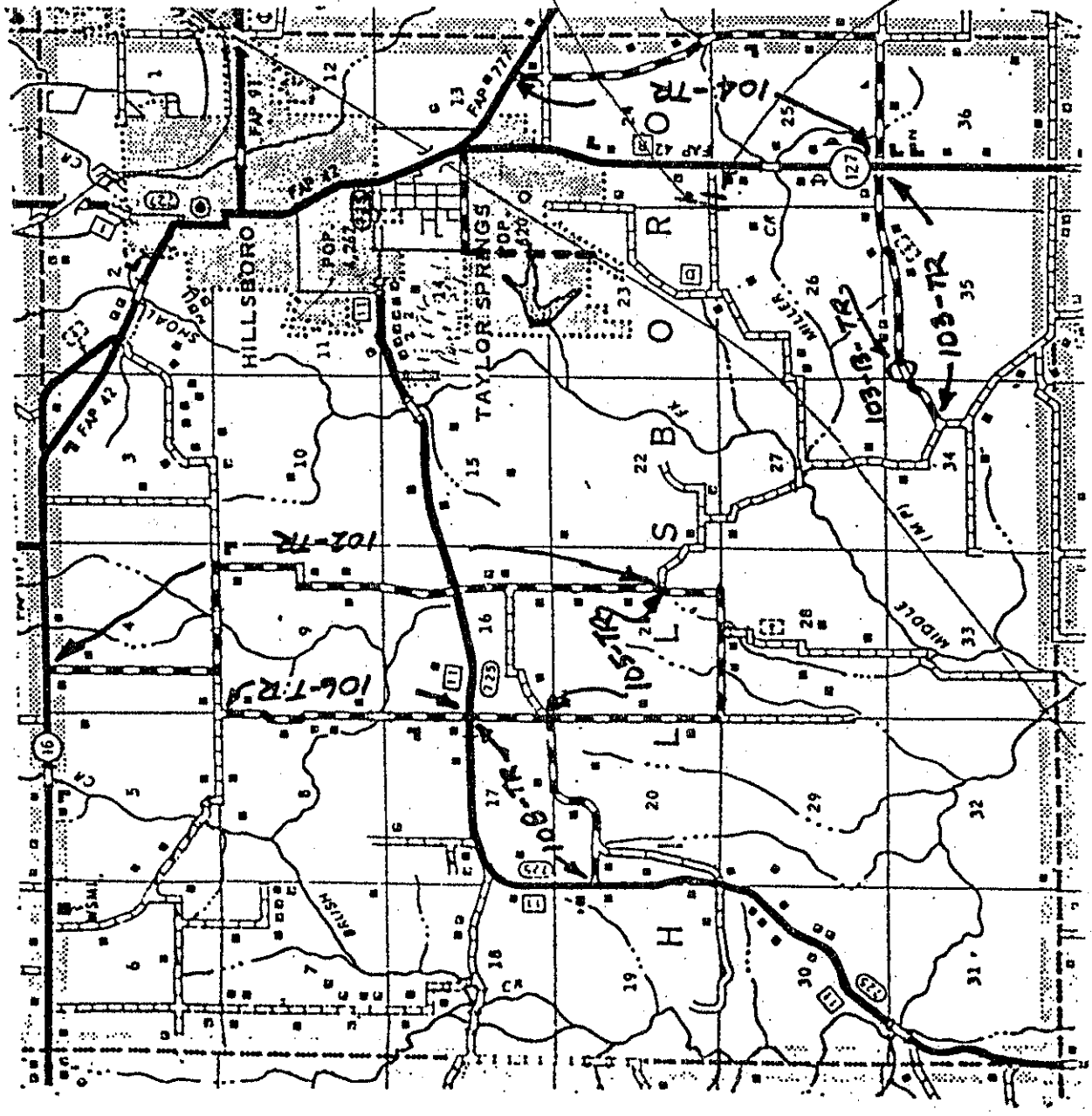


HILLSBORO  
Township  
Montgomery County  
R-4W, T-8N

TR 325  
909 BCA  
Loc. A .30 mile west of



909 BCA  
Loc. B  
.25 mile west of Rt. 127



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 27-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

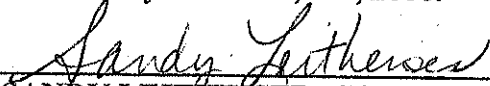
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	909 B-CA Location B	See Attached Map	\$2,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

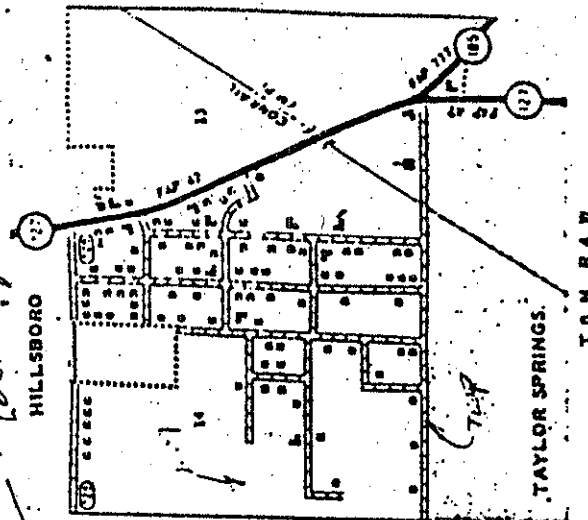
COST BREAKDOWN:  
Montgomery County 50%  
Hillsboro 50%



HILLSBORO  
Township  
Montgomery County  
R-4W, T-8N

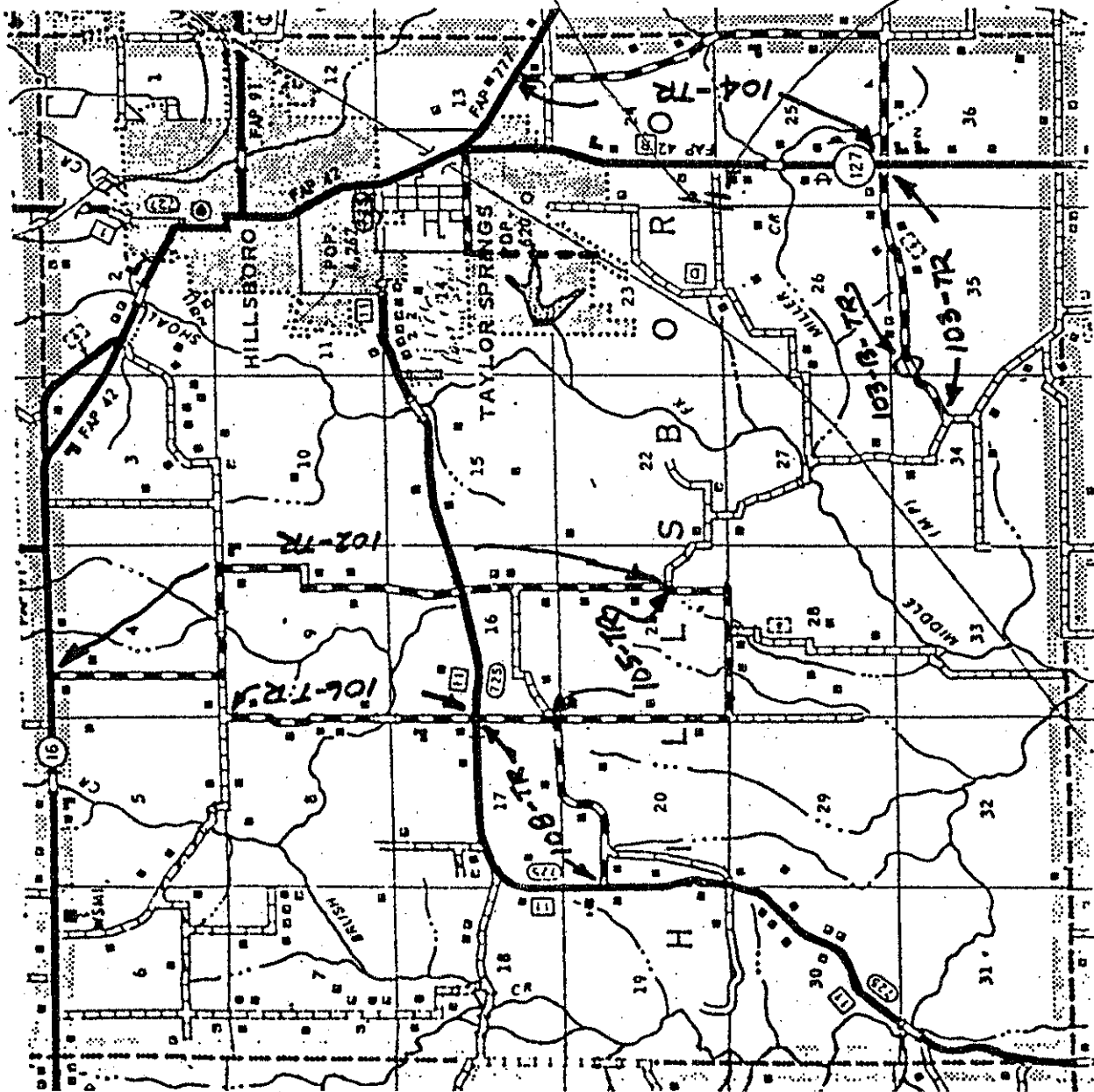
TR 32S

909 BCA  
Loc. A 30 miles west of  
Rt. 127



909 BCA  
Loc. B

2.5 miles west of Rt. 127



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 28-00

**Resolution Exempting A Particular Project From A Project Labor  
Agreement**

*WHEREAS, The County Board of Montgomery County deems it in the best interest of Montgomery County,*

*THAT the construction of Section 96-13120-00-BR, a Road & Bridge Improvement Project for Raymond Road District Bridge Project 841 B-CA to be exempted from the requirements of County Resolution #1996-7.*

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of March, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of March, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Audubon				Address
County				511 West Capitol
Montgomery		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
92-01132-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

### Section Description

Name County Project 785 B-CA Route T.R. 153 Length 0.153 Mi. (Structure No. 088-3121 (Existing) 088-3319 (Proposed)

Termini SE 1/4, Section 33, T10N, R1W, 3rd P.M., approximately 7.0 miles south of Ohlman, Illinois

Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or ~~Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

- See ----  
Para. 2  
LA Agrees
- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.
  - i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.
  - j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- N/A ----
- k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
- See ----  
Para. 2  
LA AGREES
- l.(X) Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.

m.(X) Plans and papers to be prepared in English Units.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT.
  - b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$ 50,000.....	_____	(see note)
.....	_____	X
.....	_____	X
.....	_____	X
.....	_____	X
.....	_____	X

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L of THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs, overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.



3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman

ATTEST:

By Sandy Lutherser

Montgomery County Clerk

(Seal)

By Joe Cordani

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By [Signature]

Title: Secretary - Treasurer

By [Signature]

Title: President

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Rountree				Address
County				511 West Capitol
Montgomery				City
Section		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		Springfield
99-14121-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

**Section Description**

Name County Project 896 B-CA Route T.R. 101 Length 0.189 Mi. (Structure No. 068-3090 (Existing) 068-3335 (Proposed))  
 Termini SW 1/4, Section 10, T10N, R3W, 3rd P.M., approximately 7.0 miles northwest of Witt, Illinois  
 Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or ~~Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
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Note: Four copies to be submitted to District Engineer.

See ----  
Para. 2  
LA Agrees

h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.

i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.

j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

N/A ----

k.( ) Prepare the Project Development Report when required by the DEPARTMENT.

See ----  
Para. 2  
LA AGREES

l.(X) Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.

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(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or DEPARTMENT.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

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**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT.

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Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$ 50,000.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L of THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs, overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
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---

#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman

ATTEST:

By Sandy Lutherser  
Montgomery County Clerk

(Seal)

By Joe Cordant  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By Sam E. Ozyurt  
Title: Secretary - Treasurer

By Fred J. Stone Jr.  
Title: President

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Witt				Address
County				511 West Capitol
Montgomery		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
95-18116-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name County Project 837 B-CA Route T.R. 320 Length 0.189 MI. (Structure No. 068-3184 (Existing) 068-3328 (Proposed)

Termini SE 1/4, Section 30, T9N, R2W, 3rd P.M., approximately 4.0 miles south of Witt, Illinois

Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or ~~Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

See ---- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications,  
 Para. 2 construction easement and including prints of the corresponding plats as required.  
 LA Agrees

i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.

j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

N/A ---- k.( ) Prepare the Project Development Report when required by the DEPARTMENT.

See ---- L.(X) Prepare additional environmental documents as may be required such as environmental impact statements,  
 Para. 2 mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as  
 LA AGREES provided for in item (j) as noted above and may or may not be necessary.

m.(X) Plans and papers to be prepared in English Units.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or DEPARTMENT.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a.(X) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT.

b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$ 50,000.....	_____	(see note)
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L of THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employee used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.



3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:

By Sandy Lathisen  
Montgomery County Clerk  
(Seal)

County Board Chairman

By Joe Costant  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By [Signature]  
Title: Secretary - Treasurer

By Fred J. Stone Jr.  
Title: President

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Nokomis				Address
County				511 West Capitol
Montgomery				City
Section		Motor Fuel Tax Funds		Springfield
00-10118-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

### Section Description

Name County Project 908 B-CA Route T.R. 85 Length 0.189 Mi. (Structure No. NONE 068-3338 (Proposed)  
(Existing)

Termini SW 1/4, Section 6, T10N, R2W, 3rd P.M., approximately 3.5 miles west of Nokomis, Illinois

Description: Removal and replacement of an existing structure and including the necessary approach roadway work.  
(Plans and Papers to be done in English Units)

### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or ~~Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

See ---- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required. Para. 2 LA Agrees

i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.

j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

N/A ---- k.( ) Prepare the Project Development Report when required by the DEPARTMENT.

See ---- l.(X) Prepare additional environmental documents as may be required such as environmental impact statements mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services a provided for in item (j) as noted above and may or may not be necessary. LA AGREES

m.(X) Plans and papers to be prepared in English Units.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or DEPARTMENT.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$8,000.00.

b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$ 50,000.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L. THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe cost, overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its  
County Board Chairman

ATTEST:  
By Sandy Leitherser  
Montgomery County Clerk  
(Seal)


By Joe Cordani  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.  
511 West Capitol  
Springfield, Illinois 62704

ATTEST:  
By [Signature]  
Title: Secretary - Treasurer

By Frank J. Stone Jr.  
Title: President

Agency <b>MONTGOMERY COUNTY</b>	 <b>Illinois Department of Transportation</b> Local Agency Agreement for Federal Participation	Section 97-00112-00-BR			
		Fund Type STR			
		State Contract XXX	Day Labor	Local Contract	RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

### Location

Local Name CH-18, (FAS 1743) Route FAS-1743 Length 0.087 MILES  
 Termini 4.3 MILES WEST OF WITT ON FAS 1743 OVER FAWN CREEK.

Current Jurisdiction MONTGOMERY COUNTY

### Project Description

Existing Str. No. 068-3030

CONSTRUCT A SINGLE SPAN PRECAST PRESTRESSED CONCRETE DECK BEAM BRIDGE WITH APPROACH WORK.

Type of Work	Division of Cost				LA	%	Total
	FHWA	%	State	%			
Participating Construction	\$128,000	( 80% )	\$32,000	( 20%* )	( BAL )	\$160,000	
Non-Participating Construction		( )		( )	( )		
Preliminary Engineering		( )		( )	( )		
Construction Engineering	\$8,000	( 80% )	\$2,000	( 20%* )	( BAL )	\$10,000	
Right of Way		( )		( )	( )		
Railroads		( )		( )	( )		
Utilities		( )		( )	( )		
<b>TOTAL</b>	<b>\$136,000</b>		<b>\$34,000</b>			<b>\$170,000</b>	

NOTE: The above costs are approximate and subject to change. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

\* STATE MATCH 20% NTE \$34,000 FOR CONSTRUCTION & C.E.

### Local Agency Appropriation

The LA on 3/31/98, appropriated, by separate resolution, ordinance or road improvement statement, \$10,000 To pay the LA's share of the cost and will appropriate additional funds, if required to cover the LA's total cost. LA's share of the cost to be paid with  MFT Funds  Other Funds.

### Method of Financing (State Contract Work)

METHOD A—Lump Sum (95% of LA Obligation) \_\_\_\_\_  
 METHOD B— \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C—LA's Share IF NEEDED Divided by estimated total cost multiplied by actual progress payment.  
 (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
36-202-98	RS-1743(103)				

## Agreement Provisions

## THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance, and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy For Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, and addendum is required
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, 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; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency MONTGOMERY COUNTY	Section 97-00112-00-BR
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And certifies to the best of its knowledge and belief its officials:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
- (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

- 15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- 17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 18) To regulate parking and traffic in accordance with the approved project report.
- 19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- 20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

**THE STATE AGREES:**

To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.

- 2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- 3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- 4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency MONTGOMERY COUNTY	Section 97-00112-00-BR
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IT IS MUTUALLY AGREED:

- (1) That this agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement. The STATE/LA agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this Agreement. In this regard the STATE/LA shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in part with Federal funds provided under this Agreement. The STATE/LA shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractor or subcontractors including procurement of materials and leases of equipment. The LA shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment. Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and may result in termination of the Agreement or such remedy as deemed appropriate.
- (4) This Agreement shall be administered under the provisions of the STATE's federally approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly of applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

APPROVED

Name Joe Cordani

State of Illinois  
Department of Transportation

Title Montgomery County Board Chairman  
County Board Chairperson/Mayor/Village President/etc.

By \_\_\_\_\_  
Director of Highways

Signature *Joe Cordani*  
Joe Cordani, Montgomery County Board Chairman

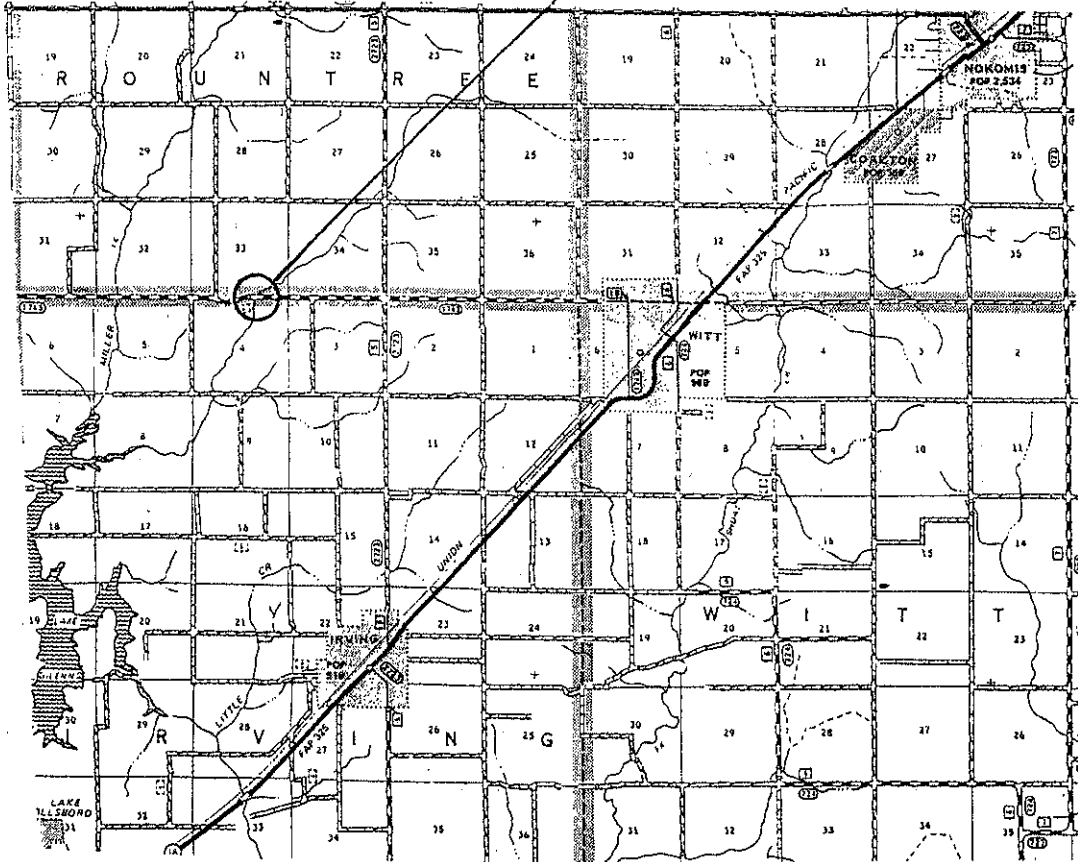
Date \_\_\_\_\_

NOTE: Signature by APPOINTED officials REQUIRE a resolution authorizing said appointed official to execute this agreement.

Local Agency MONTGOMERY COUNTY	Section 97-00112-00-BR
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# LOCATION MAP

PROJECT LOCATION



MONTGOMERY COUNTY  
 SECTION 97-00112-00-BR  
 FAS-1743 (CH-18) OVER FAWN CREEK  
 STRUCTURE NO. 068-3030  
 STR FUNDS

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 29-00

JOINT RESOLUTION

WHEREAS, Christian County and Montgomery County in cooperation desire to construct improvements to the bridge and approaches on TR 101 located on the county line between said Counties that is further described as located near the Southeast Quarter of the Northeast Quarter, of Section 28, Township 11 North, Range 4 West of the Third Principal Meridian: (Mont. Co. Existing Structure #068-NONE)(Section 00-07107-00-BR, Co. File #560 B-CA).

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Montgomery County Board that Montgomery County in joint agreement with Christian County agrees to construct said improvement and shall fix the appropriate percentage of costs at 43.7% Montgomery County and 56.3% Christian County, based on the 1998 assessed valuation for each County.

STATE OF ILLINOIS )
COUNTY OF MONTGOMERY ) ss

I, SANDY LEITHEISER, COUNTY CLERK in and for said County in the State of Illinois and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at its regular meeting at Hillsboro, Illinois on April 11th, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in Montgomery County, this 11th day of April, 2000.

Sandy Leitheiser
SANDY LEITHEISER, County Clerk

Table with 4 columns: Item, County, Amount, Total. Rows include Township Bridge, Local, and Total Approx. Cost of Project.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 30-00  
JOINT RESOLUTION

WHEREAS, Christian County and Montgomery County in cooperation desire to construct improvements to the bridge and approaches on TR 75 located on the county line between said Counties that is further described as located near the Northeast Quarter of the Northwest Quarter, of Section 5, Township 10 North, Range 2 West of the Third Principal Meridian: (Mont. Co. Existing Structure #068-NONE)(Section 00-10119-00-BR, Co. File #559 B-CA).

THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Montgomery County Board that Montgomery County in joint agreement with Christian County agrees to construct said improvement and shall fix the appropriate percentage of costs at 43.7% Montgomery County and 56.3% Christian County, based on the 1998 assessed valuation for each County.

STATE OF ILLINOIS                    )  
  )  
COUNTY OF MONTGOMERY        )        ss

I, SANDY LEITHEISER, COUNTY CLERK in and for said County in the State of Illinois and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at its regular meeting at Hillsboro, Illinois on April 11<sup>th</sup>, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, in Montgomery County this 11<sup>th</sup> day of April, 2000.

*Sandy Leithaiser*  
\_\_\_\_\_  
SANDY LEITHEISER, County Clerk

	Total Approx. Cost of Project	= \$91,476.00
Township Bridge	- Montgomery County	= \$31,980.01
Township Bridge	- Christian County	= \$41,200.79
Local	- Montgomery County	= \$ 7,995.00
Local	- Christian County	= \$10,300.20

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 31-0

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ZANESVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ZANESVILLE of Montgomery County has agreed to pay an amount of \$14,137.20 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

Table with 4 columns: ROAD DISTRICT, NAME OF BRIDGE, LOCATION, EST. COST. Row 1: ZANESVILLE, 738 B-CA Section 94-19118-00-BR, See Attached Map, \$141,372.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of April, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of April, AD, 2000.

Sandy Leithaiser (signature) SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN: State of Illinois 80%, Montgomery County 10%, Zanesville 10%

Statement of Proposed Road Improvement

County MONTGOMERY

Road District ZANESVILLE

Section 94-19118-00-BR

COUNTY FILE NO.: 738 B-CA

Locate improvement accurately on sketch at left.

The estimated average daily traffic upon completion of the improvement will be 100± vehicles per day. The design hourly volume for the design year will be \_\_\_\_\_ vehicles per hour. (Applicable only if DHV is 100 or more)

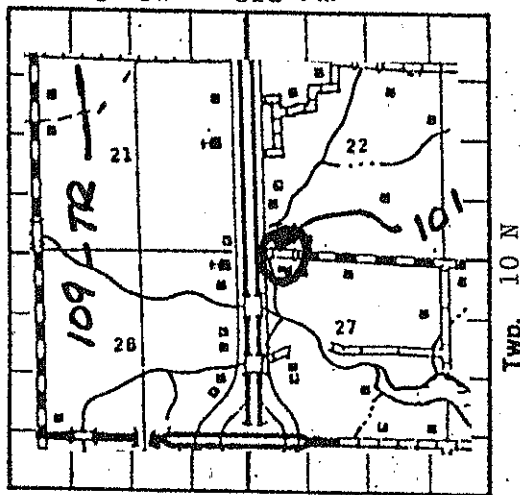
The proposed improvement \_\_\_\_\_ is \_\_\_\_\_ (is/is not) on a public school bus or rural free mail delivery route.

Existing Structure No. 068-3102

New Structure No. 068-3339

LOCATION:

Range 5W 3rd PM



EXISTING CONDITIONS:

The present roadway is a(n) \_\_\_\_\_ oil and chip surface, 16 feet wide, 4 inches thick on a(n) \_\_\_\_\_ dirt base with a roadbed width of 20 feet.

The present structure is a bridge, 28.7 feet long with a clear roadway width of 16 feet. (Bridge/Culvert)

PROPOSED IMPROVEMENT:

Length of improvement 500 feet (0.035 miles) Functional Classification Local Road with \_\_\_\_\_ MPH Design

Roadway: The proposed improvement is to be a(n) crushed stone surface, 20 feet wide, 8 inches thick, on a(n) \_\_\_\_\_ base with a roadbed width of 24 feet and is to be constructed by \_\_\_\_\_ contract (contract/day labor)

Structure: The proposed improvement is to be a bridge with a clear roadway width (Bridge/Culvert) roadway width of 27.0 feet and is to be constructed by \_\_\_\_\_ contract (contract/day labor)

ESTIMATED COST:

Type of Funds	Construction	Land Acquisition	Engineering	Total
Motor Fuel Tax				
Township Bridge	\$102,816.00		\$10,281.60	\$113,097.60
Federal				
Others	\$ 25,704.00		\$ 2,570.40	\$ 28,274.40
Total	\$128,520.00		\$12,852.00	\$141,372.00

REMARKS:

Submitted March 17 2000

Dennis Rosenthal  
Highway Commissioner Dennis Rosenthal

Donald L. Hamby  
County Superintendent of Highways  
Donald L. Hamby

Approved \_\_\_\_\_ 19 \_\_\_\_\_  
Department of Transportation

By \_\_\_\_\_  
District Engineer

submit 4 copies to District Engineer

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 32-0

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of BUTLER GROVE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of BUTLER GROVE of Montgomery County has agreed to pay an amount of \$600.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
BUTLER GROVE	912 B-CA	See Attached Map	\$1,200.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized in Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 11th day of April, AD, 2000.

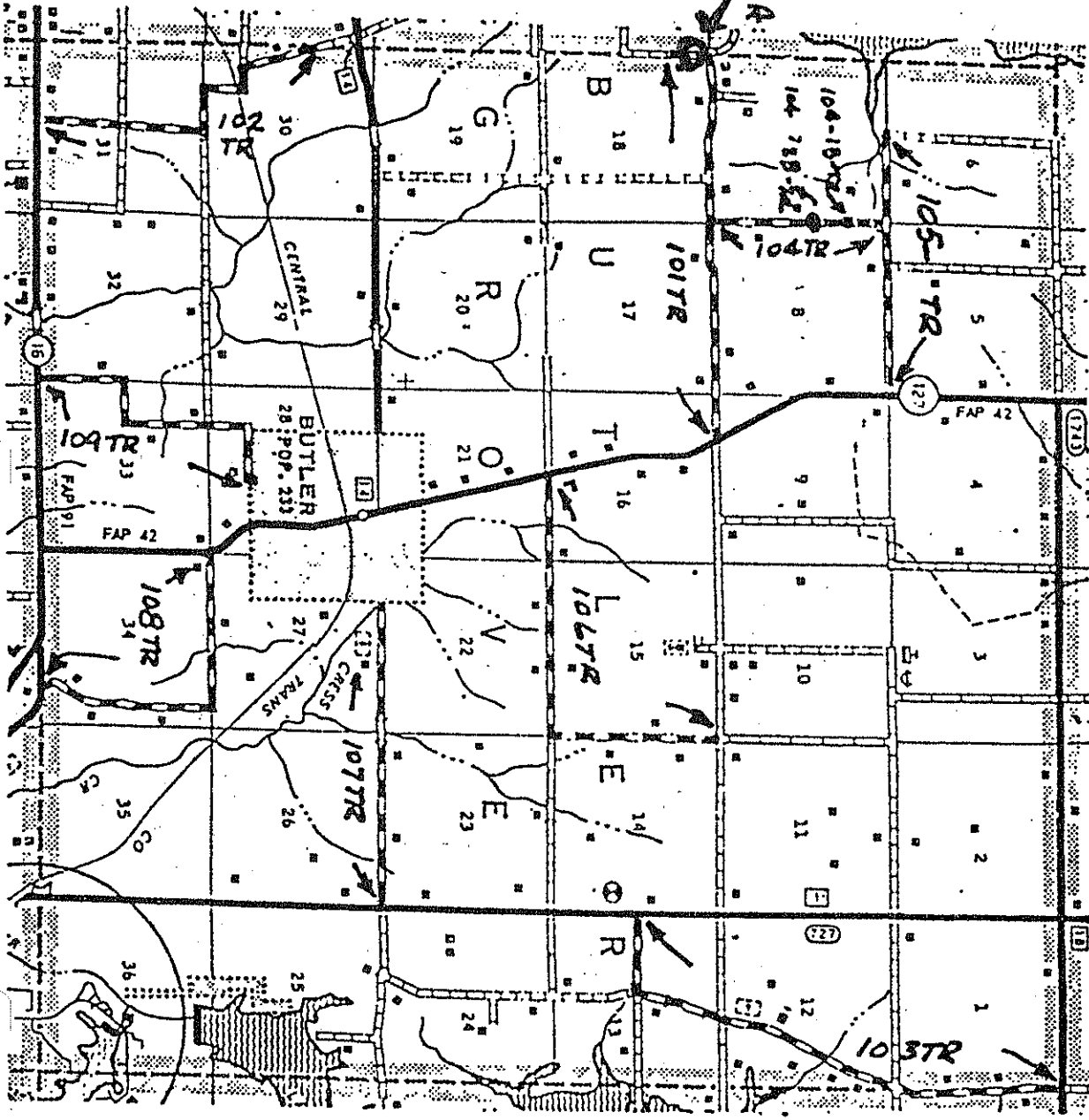
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of April, AD, 2000.

Sandy Leithaiser  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Butler Grove 50%



712 B.C.A.



BUTLER GROVE  
 Township  
 Montgomery County  
 R-4N, T-9N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 33-0

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO  
13 (Rockwell Trail)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$7,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

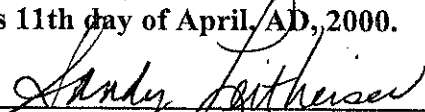
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	913 B-CA	See Attached Map	\$7,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

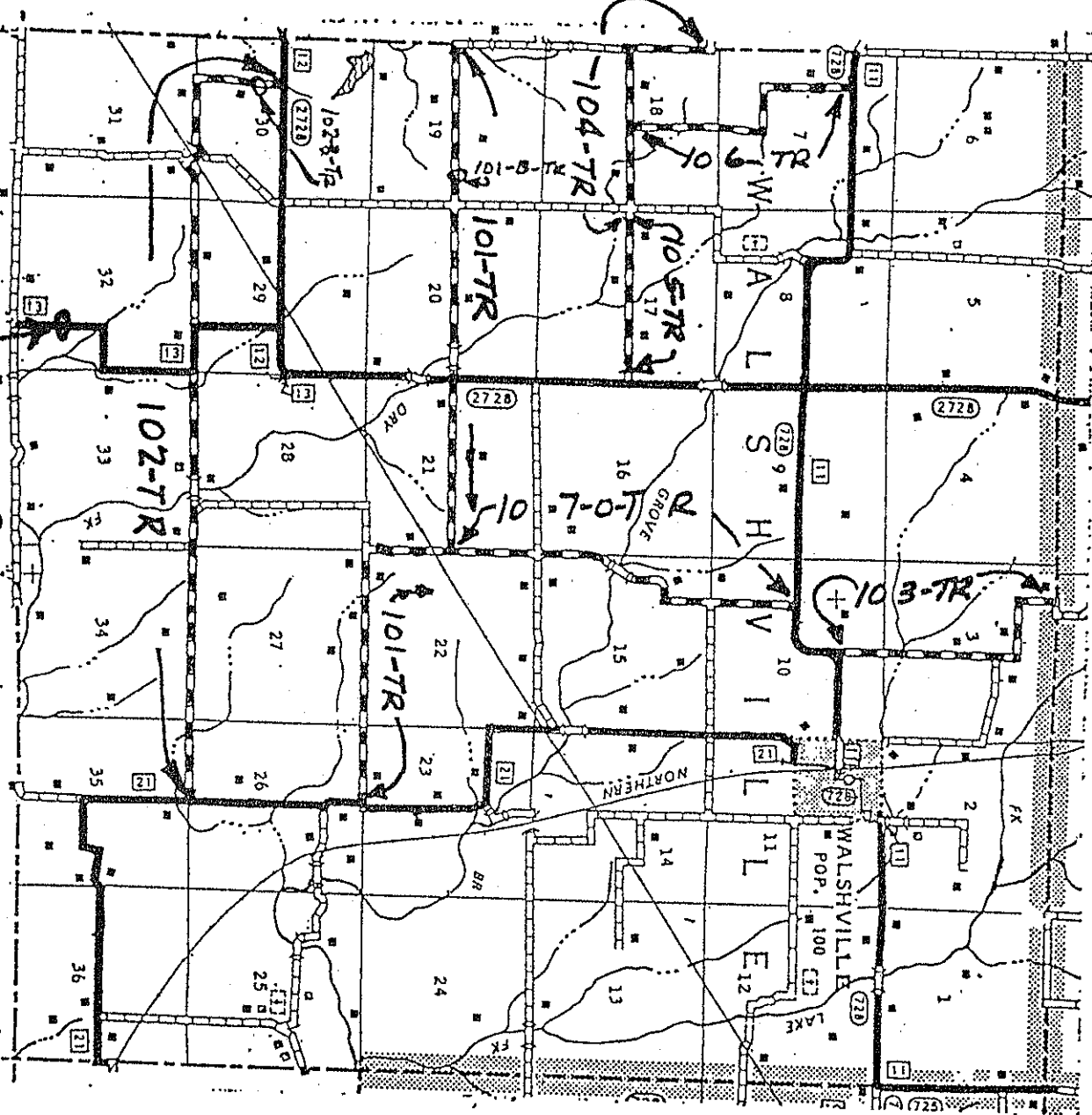
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 11th day of April, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of April, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

913-BCA



WALSHVILLE  
 Township  
 Montgomery County  
 R-5W, T-7N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 34-0

USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO. 13 (Bodner Avenue)

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$24,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	910 B-CA	See Attached Map	\$24,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGE FUND #235.

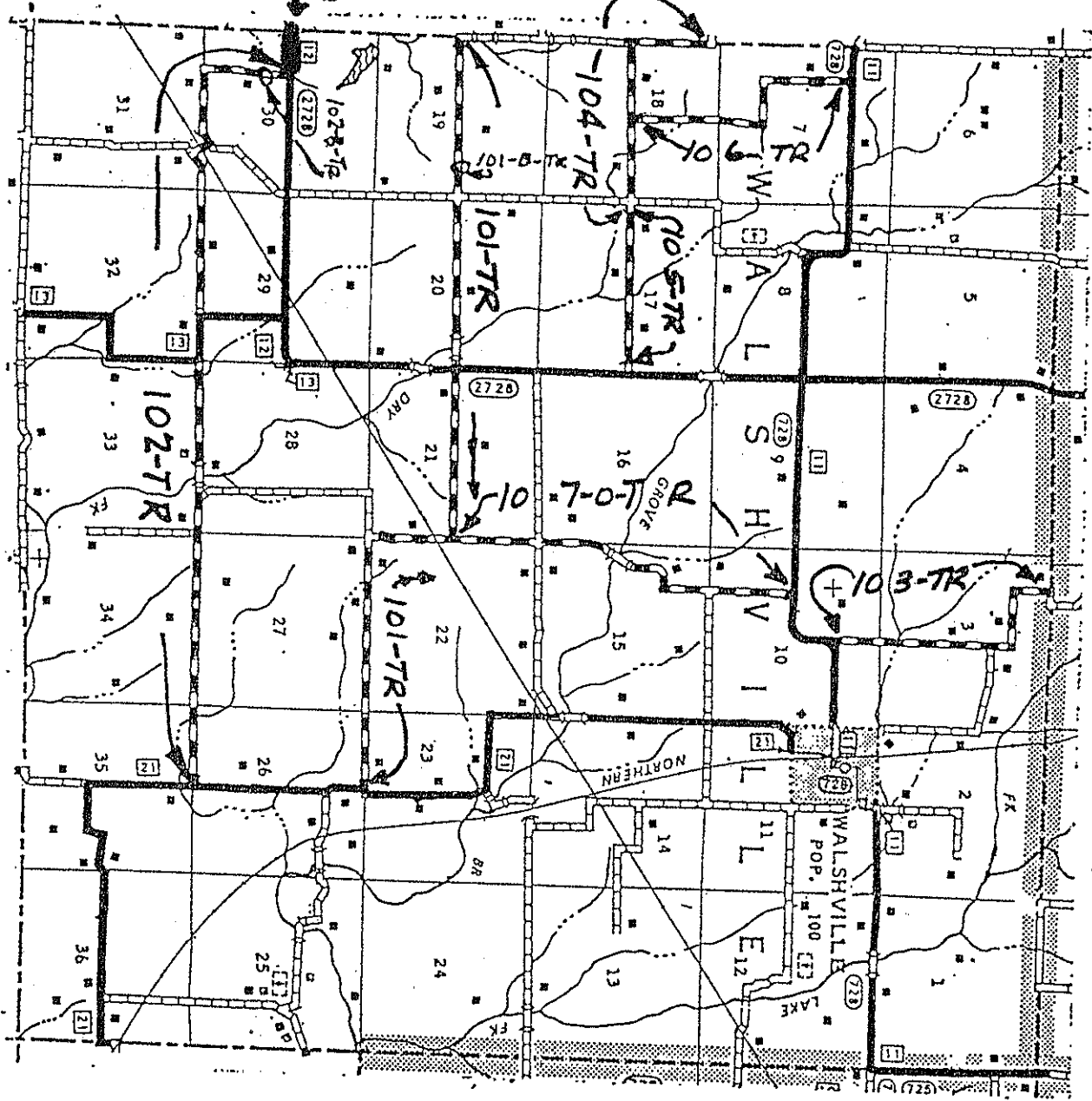
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of April, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of April, AD, 2000.

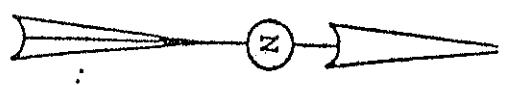
*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

310-8CA



WALSHVILLE  
 Township  
 Montgomery County  
 R-5W, T-7N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 35-00

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of NOKOMIS has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of NOKOMIS of Montgomery County has agreed to pay an amount of \$900.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NOKOMIS	914 B-CA	See Attached Map	\$1,800.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

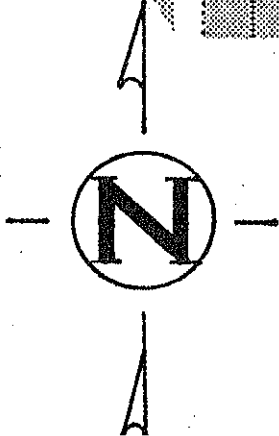
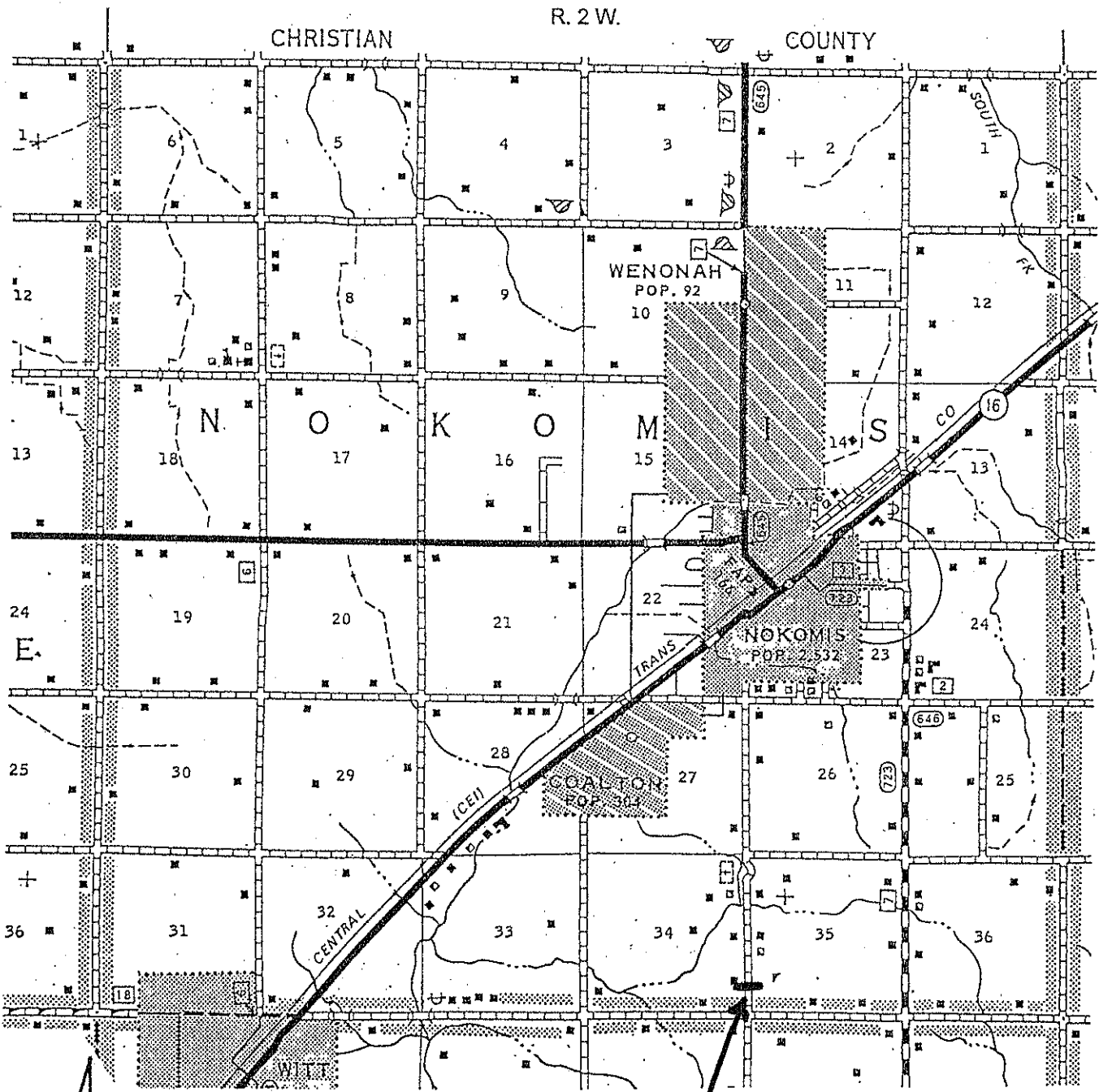
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of April, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of April, AD, 2000.

Sandy Leitheiser
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:
Montgomery County 50%
Nokomis 50%


NOKOMIS R. D.  
R. 2 W., T. 10 N.



914-BCA  
30" ARCH X 34'

(CONSTRUCTION OF OSI JOB # 96-52)

JOB NO. 00-

Municipality	LOCAL AGENCY  Illinois Department of Transportation  Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name
Township			OZYURT & STONE, INC.
County			Address
Section			511 West Capitol
96-00109-00-BR			City
			Springfield
			State
			Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name Bridge over West Fork Shoal Creek Route C.H. 3 Length 750 FT( 0.142 Miles)(Structure No. 068-5049 Prop.)

Termini NE 1/4, Section 31, T11N, R4W, 3<sup>rd</sup> P.M., approximately 2.0 miles North of Raymond, Illinois

Description

Construction engineering services for the approach roadway and structure replacement carrying C.H. 3 over West Fork Shoal Creek.

Agreement Provisions

The Engineer Agrees,

- To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:
- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such 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 DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer



- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k.  Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.

To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.

In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees
Under \$50,000	(see note)
	%
	%
	%
	%
	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Senior Project Engineer	110.00
Structural/Bridge Engineer	72.18
Prof./Resident Engineer	67.00
CADD Tech. II	46.20
CADD Tech. I	35.48
Survey Party Chief	45.38
Tech./Survey Tech.	31.49
Engineering Tech.	37.84

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 3-1-2001. In event the services of the ENGINEER extend beyond 3-1-2001 the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.~~
- b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.~~
- c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
- d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

1. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
2. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
3. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

#### Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Montgomery of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Sandy Lethuser  
Montgomery Clerk  
(Seal)


County Board Chairman  
By Joe Cordant  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.  
511 West Capitol  
Springfield, Illinois 62704

ATTEST:  
By [Signature]  
Title: Sec.-Treas.

By Fred Stone Jr  
Title: President

City	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>  Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name
Township				OZYURT & STONE, INC.
County				Address
Montgomery				511 West Capitol
Section				City
7-00111-00-BR				Springfield
				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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 for ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name Bridge over Horse Cr. Route C.H. 3 Length 700 FT( 0.133 Miles)(Structure No. 068-3331 Prop. )

Location SW ¼, Section 5, T12N, R4W, 3<sup>rd</sup> P.M., approximately 5.0 miles SE of Farmersville, Illinois

Description  
Construction engineering services for the approach roadway and structure replacement carrying C.H. 3 over Horse Creek.

### Agreement Provisions

The Engineer Agrees,

To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:

- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
- b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c.  Make or cause to be made such 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 DEPARTMENT.
- d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer

- ~~g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.~~
- ~~h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.~~
- ~~i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.~~
- ~~j.  Furnish or cause to be furnished:~~
- ~~(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.~~
  - ~~(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.~~
  - ~~(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.~~
  - ~~(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.~~
  - ~~(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.~~

k.  Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

he LA Agrees,

To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Senior Project Engineer	110.00
Structural/Bridge Engineer	72.18
Prof./Resident Engineer	67.00
CADD Tech. II	46.20
CADD Tech. I	35.48
Survey Party Chief	45.38
Tech./Survey Tech.	31.49
Engineering Tech.	37.84

he hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 3-1-2001. In event the services of the ENGINEER extend beyond 3-1-2001 the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for raises or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.~~
  - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.~~
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.



That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Montgomery of the  
(Municipality/Township/County)

TEST:

State of Illinois, acting by and through its

*Sandy Leithner*

County Board Chairman

Montgomery Clerk

By *Joe Cordano*

(Seal)

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

TEST:

511 West Capitol

*Steve Ozyurt*

Springfield, Illinois 62704


By *Frederic Stone Jr.*

Title: Sec.-Treas.

Title: President

(CONSTRUCTION OF OSI JOB# 97-04)

JOB NO. 00-

Municipality	 <b>Illinois Department of Transportation</b>  Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	LOCAL AGENCY  CONSULTANT	Name OZYURT & STONE, INC.
Township			Address 511 West Capitol
County Montgomery			City Springfield
Section 97-00112-00-BR			State Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

**Section Description**

Name Bridge over Route C.H. 18 Length 460 FT( 0.087 Miles)(Structure No. 068-3332 Prop.  
Fawn Creek

Termini SE ¼, Section 33, T10N, R3W, 3<sup>rd</sup> P.M., approximately 4.0 miles West of Witt, Illinois

Description  
 Construction engineering services for the approach roadway and structure replacement carrying C.H. 18 over Fawn Creek.

**Agreement Provisions**

**The Engineer Agrees,**

- ~~1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:~~
- ~~a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.~~
  - ~~b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.~~
  - ~~c.  Make or cause to be made such 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 DEPARTMENT.~~
  - ~~d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.~~
  - ~~e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.~~
  - ~~f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.~~

Note Four copies to be submitted to the District Engineer

- g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j.  Furnish or cause to be furnished:
- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
  - (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
  - (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.

k.  Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

- 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
- 8. To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**The LA Agrees,**

- 1. To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
Senior Project Engineer	110.00
Structural/Bridge Engineer	72.18
Prof./Resident Engineer	67.00
CADD Tech. II	46.20
CADD Tech. I	35.48
Survey Party Chief	45.38
Tech./Survey Tech.	31.49
Engineering Tech.	37.84

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 3-1-2001. In event the services of the ENGINEER extend beyond 3-1-2001 the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:

- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.~~
- b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.~~
- c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
- d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

1. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

2. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.

3. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

is Mutually Agreed,

That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Montgomery of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Sandy Leithner  
Montgomery Clerk

County Board Chairman

(Seal)

By Joe Cochran

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

ATTEST:  
By John E. Ozyurt  
Title: Sec.-Treas.


Springfield, Illinois 62704

By Fred J. Stone Jr.

Title: President

(CONSTRUCTION OF OSI JOB# 99-15)

JOB NO. 00-17

Municipality	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>	C O N S U L T A N T	Name
Township				OZYURT & STONE, INC.
Ravmond				Address
County				511 West Capitol
Montgomery				City
Section				Springfield
06-13120-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

#### Section Description

Name Bridge over Trib. to West Fork Shoal Creek Route T.R.101 Length 800 FT( 0.152 Miles)(Structure No. 068-3328 Prop. )

Termini SW ¼, Section 9, T10N, R4W, 3<sup>rd</sup> P.M., approximately 1.5 miles East of Raymond, Illinois

#### Description

Construction engineering services for the approach roadway and structure replacement carrying T.R. 101 over Trib. West Fork Shoal Creek.

#### Agreement Provisions

#### The Engineer Agrees,

To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:

- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
- b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c.  Make or cause to be made such 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 DEPARTMENT.
- d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer

- ~~g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any of the documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.~~
- ~~h.  Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.~~
- ~~i.  Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.~~
- ~~j.  Furnish or cause to be furnished:~~
- ~~(1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.~~
  - ~~(2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.~~
  - ~~(3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.~~
  - ~~(4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.~~
  - ~~(5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.~~

k.  Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.



That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

he LA Agrees,

To pay the Engineer as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

- a  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b  A sum of money equal to the percentage of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee

Hourly Rate

Senior Project Engineer	110.00
Structural/Bridge Engineer	72.18
Prof./Resident Engineer	67.00
CADD Tech. II	46.20
CADD Tech. I	35.48
Survey Party Chief	45.38
Tech./Survey Tech.	31.49
Engineering Tech.	37.84

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 3-1-2001. In event the services of the ENGINEER extend beyond 3-1-2001, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.~~
  - b. ~~Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.~~
  - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
  - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 150 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 150 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.

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**It is Mutually Agreed,**

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

Montgomery of the  
(Municipality/Township/County)

TEST:

State of Illinois, acting by and through its

*Sandy Leithiser*

County Board Chairman

Montgomery Clerk

By *Joe Cochran*

(Seal)

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

TEST:

511 West Capitol

*Sam E. Ozyurt*

Springfield, Illinois 62704

By *Frank J. Stone Jr.*

Title: Sec.-Treas.

Title: President

Montgomery County RESOLUTION NO. 00-07

WHEREAS, pursuant to Section 21-90 of the Illinois Property Tax Code (35 ILCS 200/21-90), the County Board of Montgomery County, Illinois, has undertaken a Delinquent Tax Program for the benefit of all taxing districts, and

WHEREAS, on May 17, 1994, the County Board of Montgomery County, Illinois, entered into an Agreement with Dennis D. Ballinger for the creation and administration of said Delinquent Tax Program and has continued said Agreement without interruption of service from that date, and

WHEREAS, on occasion, private individuals or other entities have sought to purchase assignments of tax certificates which have been issued to MONTGOMERY COUNTY, TRUSTEE, and

WHEREAS, the Finance Committee and Dennis D. Ballinger now recommends that said Agreement be amended to authorize and to enable the assignment of tax certificates as follows:

Delete existing contents of Paragraph B 1. Compensation of Agent. and add the following:

In cases of redemptions and Finance Committee Approved assignment(s) of tax certificates, the AGENT shall be paid the maximum amount of penalties and fees as provided within the Property Tax Code. Additionally, the AGENT shall be entitled to an assignment fee of One-Hundred Dollars (\$100.00) per assigned certificate if assignment is made prior to a Petition for Tax Deed being filed. Subsequent to a Petition having been filed, assignment fee shall be negotiated between AGENT and party requesting certificate assignment.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that the "Delinquent Tax Agent Agreement" in accordance with the terms of May 17, 1994, be so amended.

APPROVED AND ADOPTED at a regular meeting of the County Board of Montgomery County, State of Illinois, this 11<sup>th</sup> Day of April, 2000.

*Joe Cordova*  
CHAIRMAN

ATTEST:

*Sandy Lethausen*  
Clerk of the Board

*Resolution #* 00-08

*Whereas*, on August 12, 1997, the County Board of Montgomery adopted Resolution No. #97-14 which established an alternative benefit program for county officers as provided for in Section 7-145.1 of the Illinois Pension Code; and

*Whereas*, P.A. 91-0685 allows a county board to revoke the alternative benefit program for county officers who have not enrolled in the alternative benefit program before the date of the revocation; therefore be it

*Resolved* by the County Board of Montgomery that:

- 1) The alternative benefit program for county officers in Montgomery County as provided in sections 7-145.1 and 7-145.2 of the Illinois Pension Code is hereby revoked.
- 2) This revocation applies to all county officers of Montgomery County who have not enrolled in the alternative benefit program before the date of this resolution.
- 3) The Clerk of the County Board of Montgomery County shall promptly file a copy of this resolution with the Board of Trustees of the Illinois Municipal Retirement Fund.

*Adopted and Approved* this 11<sup>th</sup> of April, 2000.

  
\_\_\_\_\_  
CHAIRMAN, JOE CORDANI

ATTEST:

  
\_\_\_\_\_  
COUNTY CLERK SANDY LEITHEISER

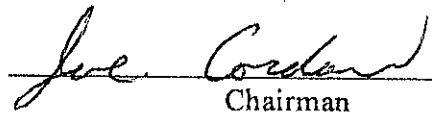
**RESOLUTION OF THE COUNTY BOARD  
REAPPOINTING TRUSTEE FOR  
THE RAYMOND COMMUNITY FIRE PROTECTION DISTRICT  
AND APPROVING HIS TRUSTEE'S BOND**

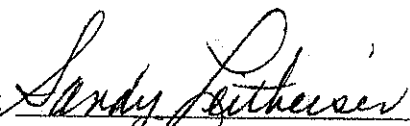
WHEREAS there has been presented to this Board a resolution of the trustees of The Raymond Community Fire Protection District asking for the reappointment of William E. Beeler as trustee of the District, which resolution was accompanied by a trustee's bond which this Board has examined and finds to be in due form with penalty as heretofore fixed by this Board and with sureties ascertained to be sufficient,

THEREFORE, BE IT RESOLVED that William E. Beeler shall be, and he is hereby, reappointed to be one of the trustees of The Raymond Community Fire Protection District for a term of thirty-six months to begin the first Monday in May, 2000, and to end the first Monday in May, 2003, and

IT IS FURTHER RESOLVED that the trustee's bond of William E. Beeler, as heretofore tendered to this Board, shall be, and it is hereby, approved.

Hillsboro, Illinois, March 14, 2000.

  
Chairman

ATTEST:   
County Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 36-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of PITMAN has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of PITMAN of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
PITMAN	918 B-CA	See Attached Map	\$2,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2000.

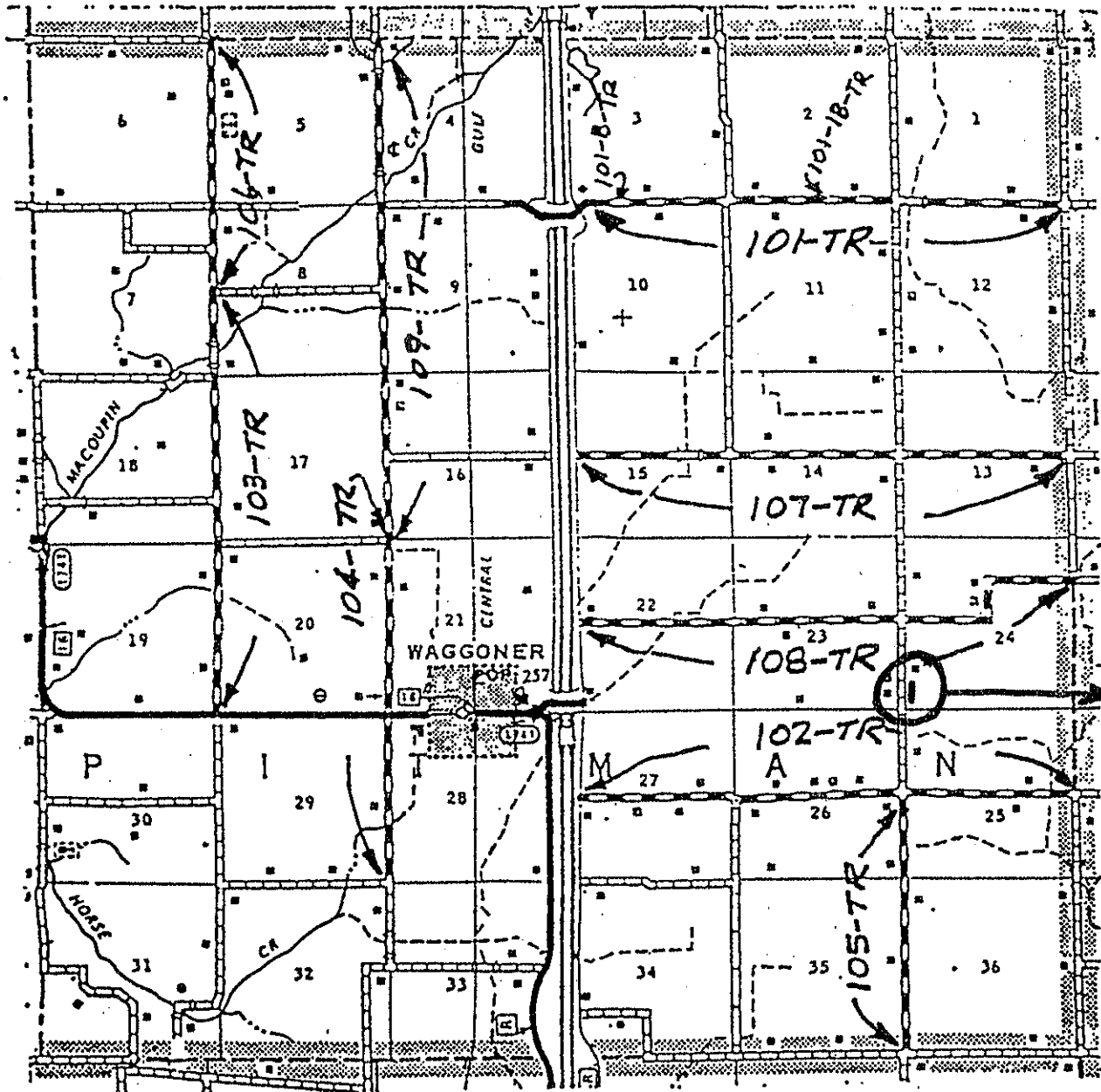
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2000.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Pitman 50%

MAY

PITMAN  
Township  
Montgomery County  
R-5W, T-11N



918-BCA  
42"x 60  
3:1 SL

Polymer  
Coated



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 37-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of EAST FORK has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of EAST FORK of Montgomery County has agreed to pay an amount of \$3,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

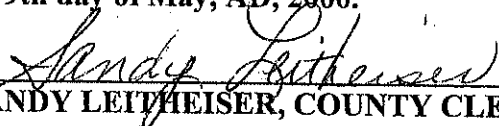
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
EAST FORK	919 B-CA	See Attached Map	\$7,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2000.

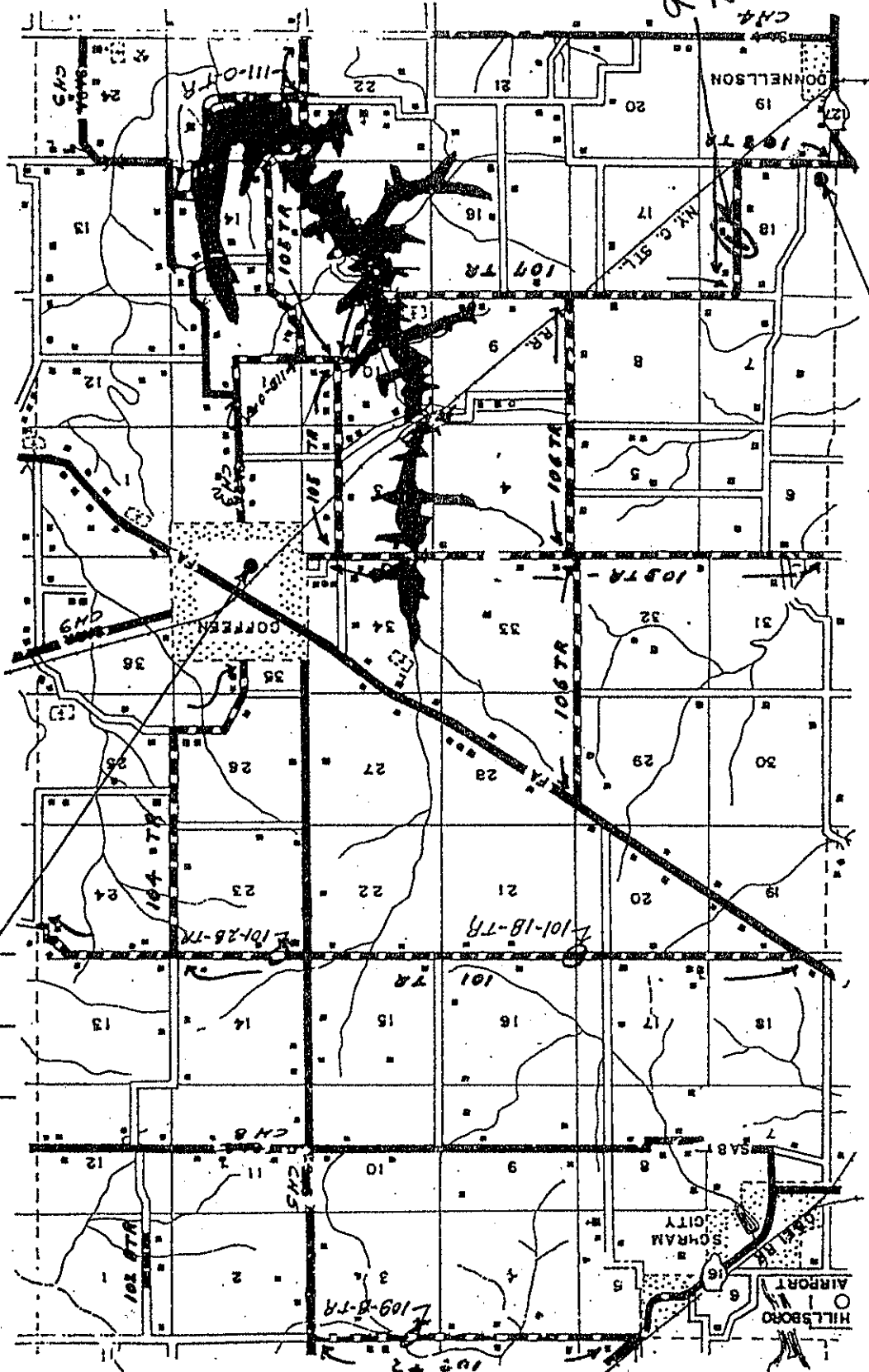
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
East Fork 50%

MONTGOMERY COUNTY  
EAST FORK TOWNSHIP  
R-3W, T-8N

2 MI. S

LEGEND  
--- TWP. M.P.T. ROADS



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 38-00**

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$850.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

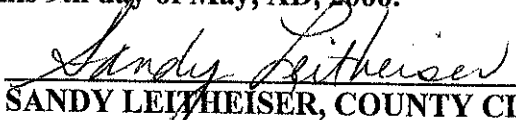
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	920 B-CA Location A	See Attached Map	\$1,700.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2000.

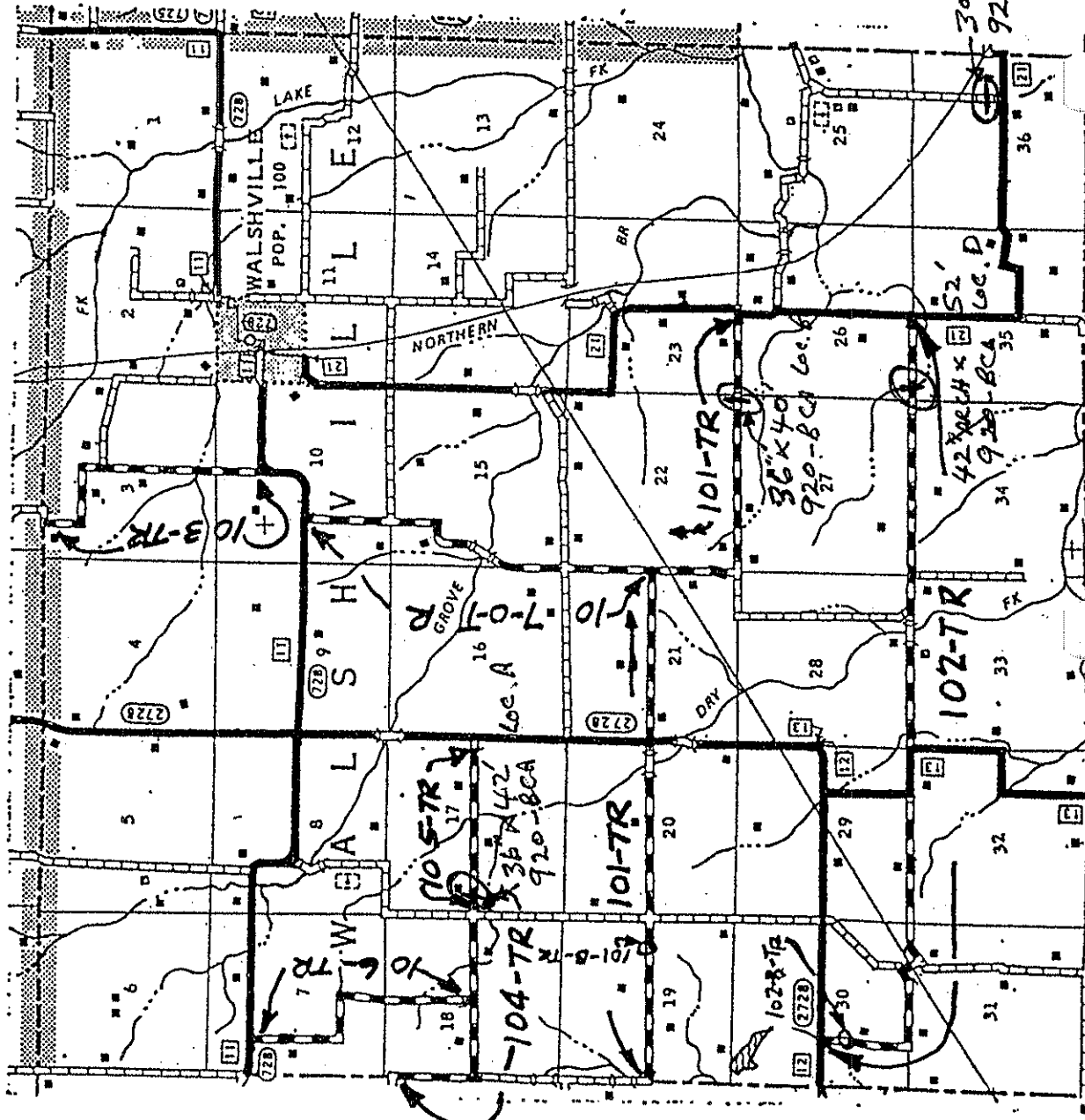
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
Walshville                50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



30'x40'  
920-BCA Loc. C

42'x40'x40'  
920-BCA Loc. C

36'x40'  
920-BCA Loc. B

105-TR  
36'x40'  
920-BCA

104-TR

101-TR

101-TR

102-TR

102-TR

103-TR

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 39-00**

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$825.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

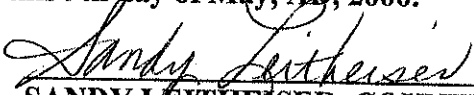
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	920 B-CA Location B	See Attached Map	\$1,650.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2000.

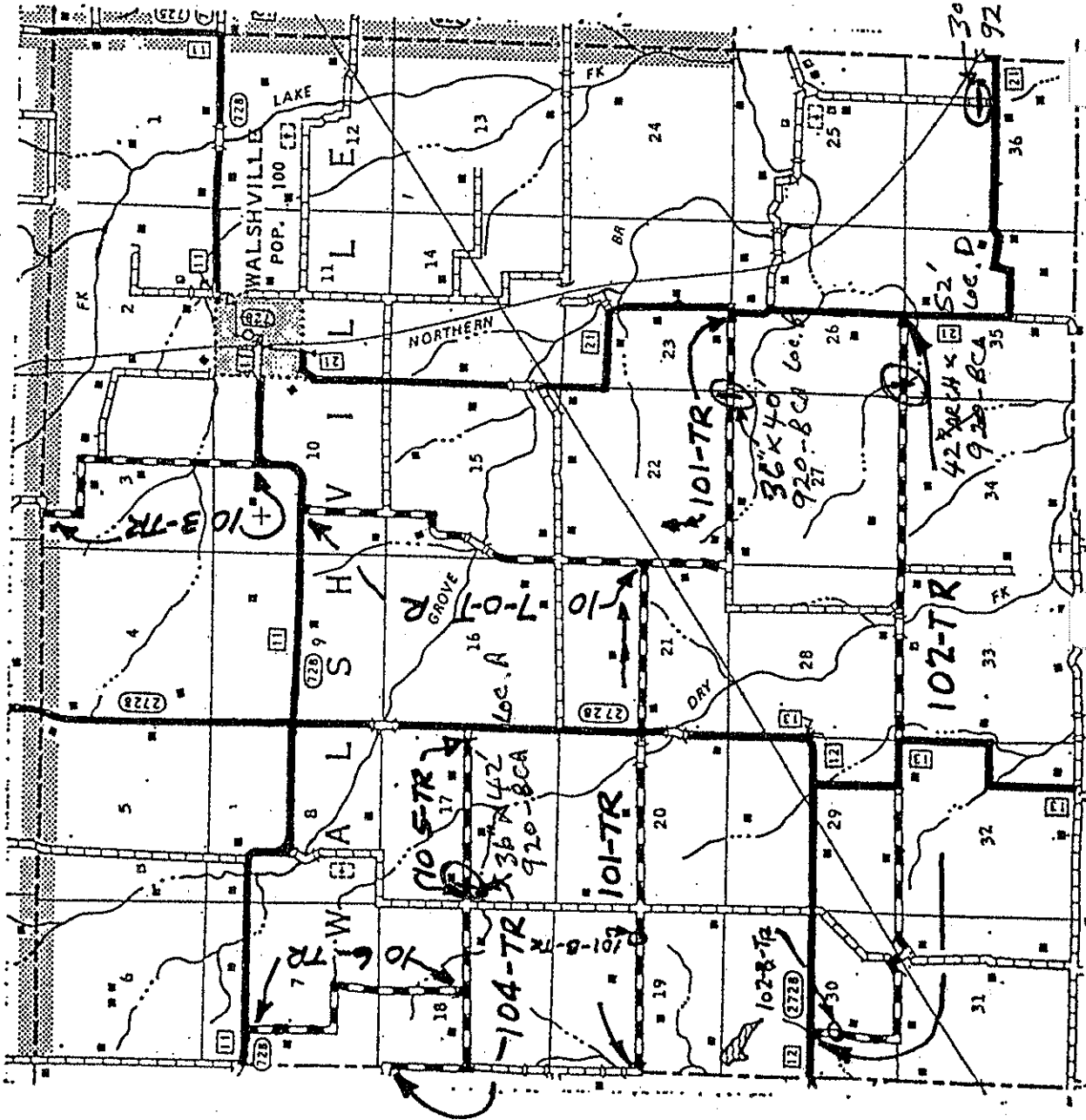
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
Walshville                      50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



30x40'  
920-BCA Loc. C

42x40x40  
920-BCA  
Loc. C

36x40  
920-BCA  
Loc. B

105-TR  
36x40  
920-BCA  
Loc. A

104-TR  
36x40  
920-BCA  
Loc. B

101-TR

101-TR

102-TR

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 40-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$700.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

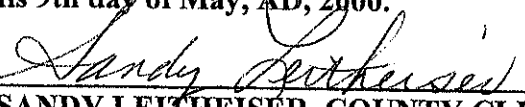
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	920 B-CA Location C	See Attached Map	\$1,400.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2000.

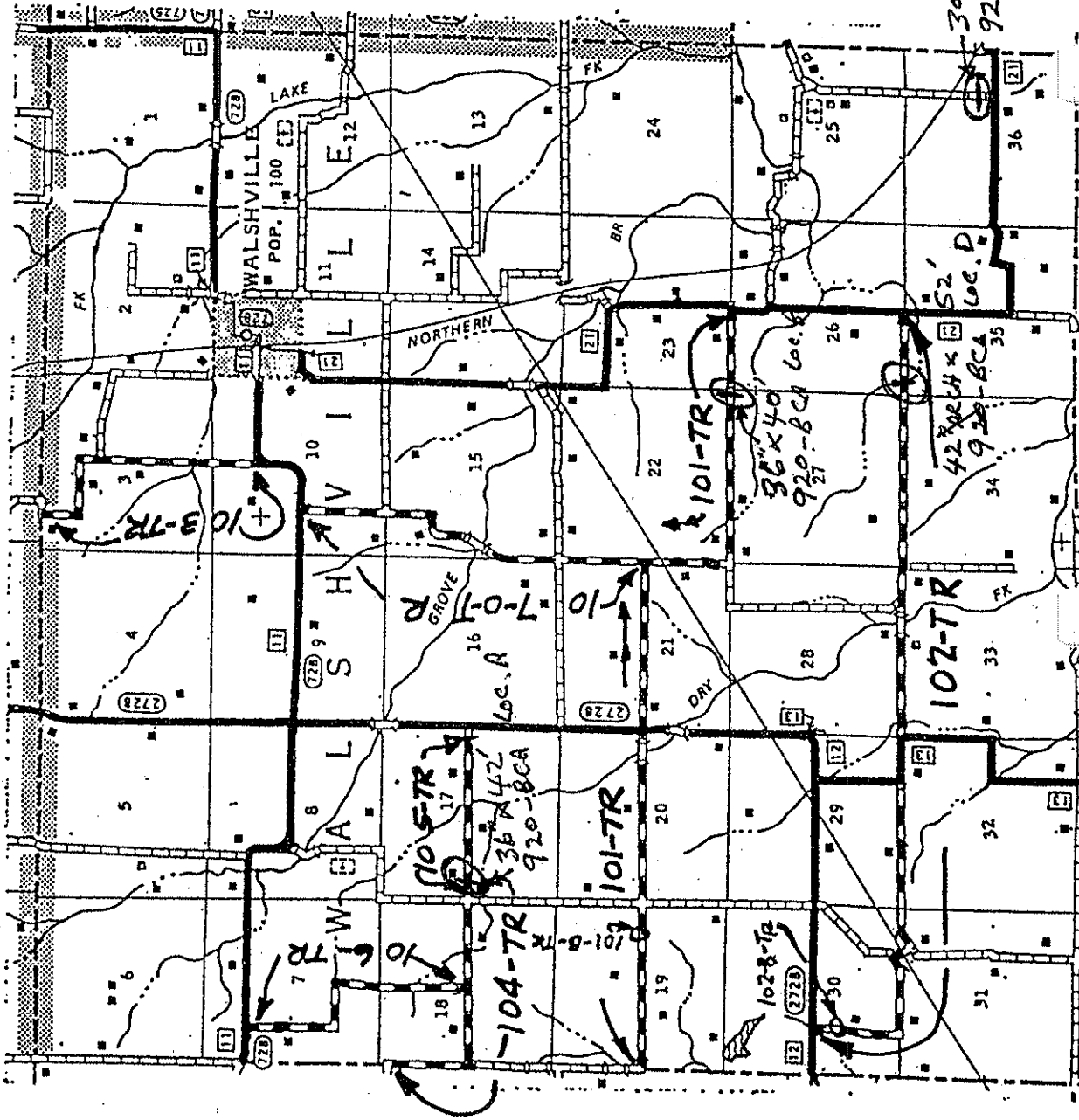
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Walshville 50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



30x40'  
920-8CA Loc. C

42x40'  
920-8CA Loc. D

36x40'  
920-8CA Loc. B

36x40'  
920-8CA Loc. A

103-TR

7-0-TR

105-TR

104-TR

101-TR

101-TR

102-TR

1028-TR



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 41-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of WALSHVILLE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$2,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	920 B-CA Location D	See Attached Map	\$4,500.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of May, AD, 2000.

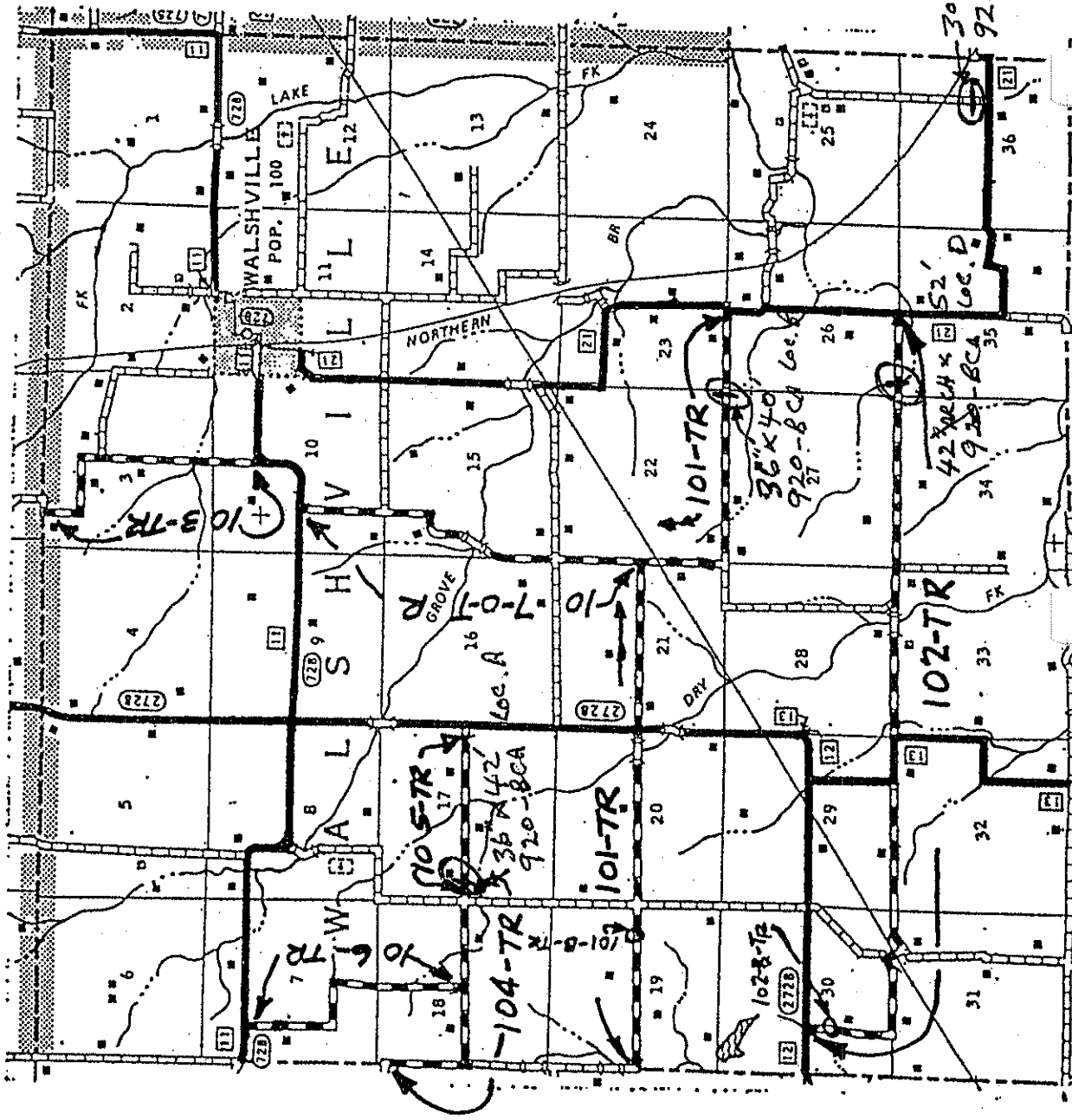
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of May, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Walshville 50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



30' x 40'  
920-BCA Loc. C

42' x 40' x  
920-BCA  
Loc. D

36' x 40'  
920-BCA  
Loc. B

36' x 42'  
920-BCA  
Loc. A

105-TR  
36' x 42'  
920-BCA

101-TR

102-TR

102-TR

103-TR

104-TR

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Audubon				Address
County				511 West Capitol
Montgomery				City
Section				Springfield
00-00114-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

### Section Description

Name County Project 915 B-CA Route C.H. 2 Length 0.153 Mi. (Structure No. 068-3342 (Proposed)  
068-3003 (Existing))

Termini SW 1/4, Section 21, T10N, R1W, 3rd P.M., approximately 3.0 miles south of Ohlman, Illinois

Description: Removal and replacement of an existing structure and including the necessary approach roadway work.  
(Plans and Papers to be done in English Units)

### Agreement Provisions

#### The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

See ----  
Para. 2  
LA Agrees

h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.

i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.

j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

N/A ----

k.( ) Prepare the Project Development Report when required by the DEPARTMENT.

See ----  
Para. 2  
LA AGREES

l.(X) Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.

m.(X) Plans and papers to be prepared in English Units.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$8,000.00.
  - b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$ 50,000.....	_____	(see note)
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L of THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs, overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By Sandy Lethers  
Montgomery County Clerk  
(Seal)

Montgomery County of the  
(Municipality/Township/County)  
State of Illinois, acting by and through its  
County Board Chairman  
By Joe Cochran  
Title: Chairman of the County Board

Executed by the ENGINEER:

ATTEST:

By Sue Ozyurt  
Title: Secretary - Treasurer

Ozyurt and Stone, Inc.  
511 West Capitol  
Springfield, Illinois 62704  
By Ted Stow Jr.  
Title: President

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
County				Address
Montgomery				511 West Capitol
Section		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
00-00115-00-BR				Springfield
				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name County Project 916 B-CA \_\_\_\_\_ Route C.H. 8 \_\_\_\_\_ Length 0.153 Mi. (Structure No. 068-3343 (Proposed)  
068-3008 (Existing))

Termini SW 1/4, Section 8, T8N, R3W, 3rd P.M., approximately 1.0 miles southeast of Schram City, Illinois

Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

- See ---- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.
- Para. 2
- LA Agrees
- i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.
- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- N/A ---- k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
- See ---- L.(X) Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.
- Para. 2
- LA AGREES

m.(X) Plans and papers to be prepared in English Units.

- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$8,000.00.
  - b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	
Under \$ 50,000.....	_____	(see note)
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- 2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L. THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing to LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employee used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.



3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
- Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.
- By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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It is Mutually Agreed,

- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
- This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman

ATTEST:

By

*Sandy Lathier*

Montgomery County

Clerk

(Seal)

By

*Joe Cordan*

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By

*James E. Ozyurt*

Title: Secretary - Treasurer

By

*Fred Stone Jr.*

Title: President

Municipality	LOCAL AGENCY	Illinois Department of Transportation  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name
Township				Ozyurt and Stone, Inc.
County				Address
Montgomery				511 West Capitol
Section				City
00-00116-00-BR				Springfield
				State
				Illinois 62704

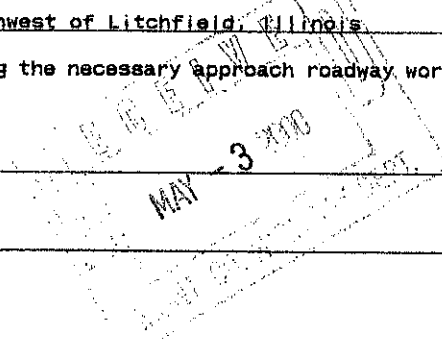
THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State 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.

Section Description

Name County Project 917 B-GA Route C.H. 25 Length 0.153 Mi. (Structure No. 068-3344 (Proposed) 068-3043 (Existing))

Termini NW 1/4, Section 5, T9N, R5W, 3rd P.M., approximately 8.0 miles northwest of Litchfield, Illinois

Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)



Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special interaction studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

- See ----  
Para. 2  
LA Agrees
- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.
- i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.
- j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- N/A ---- k.( ) Prepare the Project Development Report when required by the DEPARTMENT.
- See ----  
Para. 2  
LA AGREES
- L.(X) Prepare additional environmental documents as may be required such as environmental impact statements mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.
- m.(X) Plans and papers to be prepared in English Units.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the DEPARTMENT.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.(X) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$8,000.00.
- b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$ 50,000.....	_____	(see note)
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L. THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employee used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman,

ATTEST:

By Andy Litheriser  
Montgomery County Clerk

(Seal)

By Joe Cochran  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By James P. Ozyurt  
Title: Secretary - Treasurer

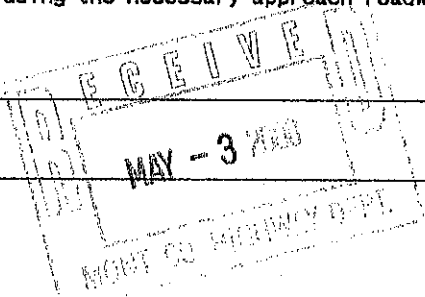
By Frederick H. Stone Jr.  
Title: President

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Bois D'Arc				Address
County				511 West Capitol
Montgomery		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
00-02122-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name County Project 921 B-CA Route T.R. 17 Length 0.153 Mi. (Structure No. 068-3345 (Proposed) 068-3055 (Existing))  
 Termini SE 1/4, Section 18, T12N, R4W, 3rd P.M., approximately 6.0 miles N.E. Farmersville, Illinois *per phone w/BS. 5/14/00*  
 Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)



Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.(X) Make or cause to be made such 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 DEPARTMENT.
  - d.( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

See ----  
Para. 2  
LA Agrees

h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.

i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.

j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

N/A ----

k.( ) Prepare the Project Development Report when required by the DEPARTMENT.

See ----  
Para. 2  
LA AGREES

l.(X) Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.

m.(X) Plans and papers to be prepared in English Units.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or DEPARTMENT.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

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**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$8,000.00.

b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	(see note)
Under \$ 50,000.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L of THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs, overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.



3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
    - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
    - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.
- By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
  5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman,

ATTEST:

By Sandy Leitherser  
Montgomery County Clerk

(Seal)

By Joe Cochran

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By [Signature]  
Title: Secretary - Treasurer

By [Signature]

Title: President

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Hillsboro				Address
County				511 West Capitol
Montgomery		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
00-08112-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name County Project 922 B-CA Route T.R. 321 Length 0.153 Mi. (Structure No. 088-3346 (Proposed) Ford (Existing))

Termini SE 1/4, Section 27, T8N, R4W, 3rd P.M., approximately 4.0 miles south of Hillsboro, Illinois

Description: Removal of existing ford and replacement with a proposed structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or ~~Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

Page sequence skips to page 321,  
there is no page 320.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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### It is Mutually Agreed,

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2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
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Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman,

ATTEST:

By Sandy Leithewer

Montgomery County Clerk

(Seal)

By Joe Cordan

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By [Signature]

Title: Secretary - Treasurer

By [Signature]

Title: President

Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Irving				Address
County				511 West Capitol
Montgomery		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
00-09114-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

**Section Description**

Name County Project 923 B-CA Route T.R. 231 Length 0.153 Mi. (Structure No. Ford (Existing) 088-3347 (Proposed)

Termini SW 1/4, Section 28, T9N, R3W, 3rd P.M., approximately 2.0 miles southwest of Irving, Illinois

Description: Removal of existing ford and replacement with a proposed structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (X) Make such detailed surveys as are necessary for the preparation of detailed roadway and Bridge plans.
  - b. (X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. (X) Make or cause to be made such 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 DEPARTMENT.
  - d. ( ) Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. (X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch, and/or ~~Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.~~
  - f. (X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. (X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

Note: Four copies to be submitted to District Engineer.

See ----  
Para. 2  
LA Agrees

h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and including prints of the corresponding plats as required.

i.( ) Assist the LA in the tabulation and interpretation of the contractors' proposals.

j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.

N/A ----

k.( ) Prepare the Project Development Report when required by the DEPARTMENT.

See ----  
Para. 2  
LA AGREES

l.(X) Prepare additional environmental documents as may be required such as environmental impact statements, mitigation for wetlands, historic bridge, etc. This work falls beyond the normal scope of services as provided for in item (j) as noted above and may or may not be necessary.

m.(X) Plans and papers to be prepared in English Units.

(2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.

(3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or DEPARTMENT.

(4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

(5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

(6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:

a.(X) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$8,000.00.

b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$ 50,000.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%
.....	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1c, 1h, and 1L of THE ENGINEER AGREES on the basis of actual payroll cost times 2.75 to cover payroll burden, fringe costs, overhead and profit. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1c, 1h, and 1L. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.



3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

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It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members of disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman

ATTEST:

By Sandy Leithner

Montgomery County Clerk

(Seal)

By Joe Cordano

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By Sue E. Ozyurt

Title: Secretary - Treasurer

By Fred J. Stone Jr.

Title: President



Resolution Appointing County Engineer

WHEREAS, a vacancy exists (will exist) in the office of County Engineer in Montgomery County, Illinois, due to the expiration of the six-year term (resignation, death, etc.) of the incumbent County Engineer, Lowell Fehrenbacher, which occurred (will occur) on January 26, 2000, and

WHEREAS, the Montgomery County Board by ~~Resolution~~ Road and Bridge Committee Motion dated 4/11/00, certified the names of one candidates to the Department of Transportation to take the examination for the office of County Engineer, and

WHEREAS, the Department of Transportation by Kirk Brown, Secretary, certified to the County Clerk of Montgomery County under date of May 9, 2000, that Amy McNeal made a satisfactory grade and is eligible for appointment to said office:

NOW THEREFORE, BE IT RESOLVED, by the Montgomery County Board that Amy McNeal and is hereby appointed, County Engineer for Montgomery County for a term of six years effective June 1, 2000, and

BE IT FURTHER RESOLVED, by the Montgomery County Board that the salary of the County Engineer be fixed at \$ 62,500 per year, and 3.5% increase for subsequent years of six year term

BE IT FURTHER RESOLVED, by the Montgomery County Board that the County Clerk be, and is hereby directed to forward two certified copies of this resolution to the Department of Transportation.

STATE OF ILLINOIS )  
COUNTY OF Montgomery )

I, Sandy Leitheiser, County Clerk in and for said County, in the State aforesaid, and keeper of the records thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Montgomery County Board at its May 9, 2000 meeting held at Historic Courthouse, Hillsboro, IL

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro said County this 26th day of May, 2000

Sandy Leitheiser  
County Clerk

FILED  
MAY 30 2000

Sandra Leitheiser COUNTY CLERK

SEAL )



Illinois Department of Transportation

Resolution Appointing County Engineer

WHEREAS, a vacancy exists (will exist) in the office of County Engineer in Montgomery County, Illinois due the expiration of the six-year term (resignation, death, etc.) of the Incumbent County Engineer, Lowell Fehrenbacher, which occurred (will occur) on January 26, 2000, and

WHEREAS, the Montgomery County Board by Resolution dated 04-11-00, certified the names of one candidates to the Department of Transportation to take the examination for the office of County Engineer, and

WHEREAS, the Department of Transportation Kirk Brown, Secretary, certified to the County Clerk of Montgomery County under date of May 09, 2000, that Amy McNeal, made a satisfactory grade and are eligible for appointment to said office:

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Board that Amy McNeal be, and is hereby appointed, County Engineer for Montgomery County for a term of six years effective June 01, 2000, and

BE IT FURTHER RESOLVED, by the Montgomery County Board that the salary of the County Engineer be fixed as follows:

June 01, 2000	to	November 30, 2001	\$	95,938.00
December 01, 2001	to	November 30, 2002	\$	66,952.00
December 01, 2002	to	November 30, 2003	\$	69,295.00
December 01, 2003	to	November 30, 2004	\$	71,720.00
December 01, 2004	to	November 30, 2005	\$	74,230.00
December 01, 2005	to	May 31, 2006	\$	38,412.00

BE IT FURTHER RESOLVED, by the Montgomery County Board that the County Clerk be and is hereby directed to forward two certified copies of this resolution to the Department of Transportation.

STATE OF ILLINOIS )
County of Montgomery )SS

I, Sandy Leitheiser, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Montgomery County Board at its May 09, 2000 meeting held at Historic Courthouse Hillsboro, Illinois.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the County at my office in Hillsboro in said County this 2nd day of June

Sandy Leitheiser
County Clerk

FILED
JUN 02 2000

(SEAL)

Sandra Leitheiser COUNTY CLERK

Ms. Sandy Leitheiser  
County Clerk  
Montgomery County  
P. O. Box 595  
Hillsboro, IL 62049

**F I L E D**  
MAY 09 2000

*Sandra Leitheiser* COUNTY CLERK

Dear Ms. Leitheiser:

Pursuant to the provision of the Section 5-201 of the Illinois Highway Code, an examination to fill the office of County Engineer of Montgomery County was called by the Department of Transportation to be held at Springfield, Illinois, on May 4, 2000. Notice of such examination was sent to Amy McNeal, who qualified to take the examination as provided by law.

The papers of the candidate taking the examination have been graded, and the candidate, Ms. Amy McNeal, having made a satisfactory grade, is qualified for appointment.

NOW THEREFORE, I, Kirk Brown, Secretary of the Department of Transportation, acting in accordance with authority contained in Section 5-201 of the Illinois Highway Code, do hereby certify to the County Board of Montgomery County, State of Illinois, the name of Amy McNeal as having the qualifications for appointment to the office of County Engineer for Montgomery County.

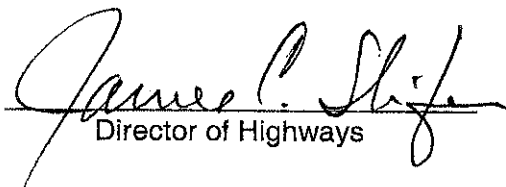
Dated this 8th day of May, A.D., 2000.

DEPARTMENT OF TRANSPORTATION



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ATTEST:

  
Director of Highways

**MONTGOMERY COUNTY, ILLINOIS**

**Selected Financial Information**

**Presentation to  
Montgomery County Board**

**May 9, 2000**

## MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information  
November 30, 1999

Assessed Valuation - 1992	\$ <u>209,630,912</u>
- 1993	\$ <u>214,865,726</u>
- 1994	\$ <u>225,022,440</u>
- 1995	\$ <u>239,779,243</u>
- 1996	\$ <u>251,054,944</u>
- 1997	\$ <u>258,054,338</u>
- 1998	\$ <u>273,000,224</u>

General Fund

## Excess (deficiency) of revenues over expenditures

11/30/93	\$ <u>(279,885)</u>
11/30/94	\$ <u>(254,228)</u>
11/30/95	\$ <u>(79,289)</u>
11/30/96	\$ <u>191,449</u>
11/30/97	\$ <u>211,940</u>
11/30/98	\$ <u>241,086</u>
11/30/99	\$ <u>125,982</u> (Does not include transfer from PBC of \$316,328)
Total for 7 years	\$ <u>157,055</u>

General Fund

	1999		1998	
Revenues:				
Property taxes	\$ 899,628		\$ 1,700,732	
Less: Ambulance, Extension Service & PBC	<u>393,516</u>		<u>1,184,426</u>	
Net General Fund	506,112	14.32%	516,306	15.12%
Interest and costs	107,019	3.03	183,170	5.37
Sales taxes	804,842	22.77	750,841	21.99
Income	719,938	20.37	689,351	20.19
Replacement, inheritance and real estate	145,561	4.12	134,847	3.95
Fines and fees	787,129	22.27	765,932	22.44
Miscellaneous	132,397	3.75	59,333	1.74
Reimbursed expenses	<u>331,268</u>	<u>9.37</u>	<u>314,210</u>	<u>9.20</u>
	\$ <u>3,534,266</u>	<u>100.00%</u>	\$ <u>3,413,990</u>	<u>100.00%</u>

## MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information  
November 30, 1999

	1999		1998	
Expenditures:				
General	\$ 163,326	4.79%	\$ 113,251	3.57%
County Clerk	165,938	4.87	149,655	4.72
Treasurer	158,041	4.64	158,907	5.01
Coroner	89,775	2.63	63,524	2.00
Regional Superintendent	43,244	1.27	38,895	1.23
Supervisor of Assessments	207,703	6.09	187,929	5.92
Board of Review	35,245	1.03	30,977	.98
County Board	79,864	2.34	68,885	2.17
Election	107,375	3.15	131,540	4.15
General administration	356,705	10.47	364,148	11.48
Judges	13,221	.39	9,637	.30
State's Attorney	279,349	8.20	279,125	8.80
Circuit Clerk	223,120	6.55	202,259	6.37
Probation	180,901	5.31	167,262	5.27
Public Defender	61,953	1.82	65,362	2.06
Jury	88,043	2.58	122,983	3.88
Sheriff	984,401	28.88	933,059	29.41
Emergency Services	36,790	1.08	37,241	1.17
Ambulance	28,046	.82	26,101	.82
Animal Control	18,123	.53	14,600	.46
Drug Task Force	37,796	1.11	40,654	1.28
Transfers and other	<u>49,325</u>	<u>1.45</u>	<u>(33,090)</u>	<u>(1.05)</u>
	<u>\$ 3,408,284</u>	<u>100.00%</u>	<u>\$ 3,172,904</u>	<u>100.00%</u>
Excess (deficiency) of revenues over expenditures	\$ <u>125,982</u>		\$ <u>241,086</u>	
Transfer from PBC	\$ <u>316,328</u>		\$ <u>-</u>	
<b>Fund Balance</b>	<u>\$ 2,727,973</u>		<u>\$ 2,285,663</u>	



**MONTGOMERY COUNTY, ILLINOIS**

**Selected Financial Information  
November 30, 1999**

**Public Health**

	<u>1999</u>		<u>1998</u>	
Revenues:				
Taxes	\$ 281,837	16.82%	\$ 279,934	17.40%
Fees and miscellaneous	203,381	12.14	253,196	15.74
Intergovernmental	1,166,608	69.63	1,057,498	65.73
Interest	<u>23,656</u>	<u>1.41</u>	<u>18,166</u>	<u>1.13</u>
	<u>\$ 1,675,482</u>	<u>100.00%</u>	<u>\$ 1,608,794</u>	<u>100.00%</u>
Expenditures	<u>\$ 1,595,593</u>		<u>\$ 1,558,098</u>	

**County Highway**

Revenues	1,546,641	1,281,804
Expenditures	<u>1,243,236</u>	<u>1,075,966</u>
	<u>\$ 303,405</u>	<u>\$ 205,838</u>

**Board Resolution**

No. 00-09

Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991.

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas, and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE MONTGOMERY COUNTY BOARD:

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, for the purpose of offsetting portion of the Public Transportation Program operating deficits of Shelby County, Grantee and participating counties.

Section 2. That while participating in said operating assistance program the Shelby County Grantee will provide or cause to be provided through C.E.F.S. Economic Opportunity Corporation all required local matching funds.

Section 3. That County Board Chairman of the Shelby County Board is hereby authorized and directed to execute and file on behalf of the Shelby County, Grantee and participating counties such application.

Section 4. That the County Board Chairman of the Shelby County Board is authorized to furnish such additional information as may be required by the Division of Public Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the County Board Chairman of the Shelby County Board is hereby authorized and directed to execute and file on behalf of Shelby County Grantee and participating counties all required Grant Agreements with the Illinois Department of Transportation.

PRESENTED and ADOPTED this 9<sup>th</sup> day of May, 20 00

Joe Cordan  
Chairman-Montgomery County Board  
Title

ATTEST: Sandy Litheriser  
(County Clerk)  
5/9/00  
Date

## Intergovernmental Agreement

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

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Intermodal Surface Transportation Efficiency Act of 1991 in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

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

### WITNESSETH:

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

- J. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
- 11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

COUNTY OF SHELBY, a body politic and corporate

By: \_\_\_\_\_  
Chairperson, Shelby County Board

ATTEST:

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

MONTGOMERY  
COUNTY OF FAYETTE, a body politic and corporate

By: Joe Cordani  
Chairperson, Montgomery County Board

ATTEST:

Sandy Leithiser  
Montgomery County Clerk

**MONTGOMERY COUNTY RESOLUTION # 00-10****RESOLUTION ESTABLISHING PREVAILING WAGE RATES**

**WHEREAS**, the State of Illinois has enacted, "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formerly Illinois Rev. Statutes, Chapter 48, par. 39s-1 et seq., and

**WHEREAS**, the aforesaid Act requires that the County Board of Montgomery County, Illinois investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Montgomery County employed in performing construction of public works, for said Montgomery County.

**NOW THEREFORE, BE IT ORDAINED BY THE CHAIRMAN OF THE BOARD AND THE COUNTY BOARD OF MONTGOMERY COUNTY:**

**SECTION 1:** To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works", approved June 26, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of Montgomery County is hereby ascertained to be the same as prevailing rate of wages for construction work in Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 2000 a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by Montgomery County. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

**SECTION 2:** Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of Montgomery County to the extent required by the aforesaid Act.

**SECTION 3:** The Montgomery County Clerk shall publicly post or keep available for inspection by any interested party in the main office of Montgomery County this determination or any revisions of such prevailing rate of wage. A copy of this determination or the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**SECTION 4:** The Montgomery County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees

who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION 5:** The Montgomery County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

**SECTION 6:** The Montgomery County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the County Board of Montgomery County, Illinois.

**ADOPTED,** at the regular meeting of the County Board of Montgomery County, Illinois this 13th day of June, 2000.

MONTGOMERY COUNTY, ILLINOIS



CHAIRMAN OF THE BOARD, JOE CORDANI

STATE OF ILLINOIS

|

MONTGOMERY COUNTY

| SS

|

JUNE

I, Sandy Leitheiser, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at their regular meeting held on June 13th, 2000.

**IN WITNESS WHEREOF,** I hereunto affix my hand and official seal this 13th day of June 2000.

(SEAL)

  
SANDY LEITHEISER, COUNTY CLERK

# Montgomery County Prevailing Wage for June 2000

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		21.000	21.350	1.5	1.5	2.0	0.000	3.100	0.000	0.250
ASBESTOS ABT-MEC		BLD		24.010	25.010	1.5	1.5	2.0	2.920	4.320	0.000	0.000
BOILERMAKER		BLD		23.200	24.700	1.5	1.5	2.0	3.550	6.440	0.000	0.150
BRICK MASON		BLD		22.220	23.220	1.5	1.5	2.0	3.400	4.800	2.000	0.340
CARPENTER	N	BLD		21.080	22.830	1.5	1.5	2.0	3.950	5.280	0.000	0.250
CARPENTER	N	HWY		21.070	22.320	1.5	1.5	2.0	3.950	5.280	0.000	0.250
CARPENTER	S	BLD		20.610	22.360	1.5	1.5	2.0	3.950	5.750	0.000	0.250
CARPENTER	S	HWY		20.600	21.850	1.5	1.5	2.0	3.950	5.750	0.000	0.250
CEMENT MASON		ALL		22.600	23.100	1.5	1.5	2.0	4.250	4.750	0.000	0.100
ELECTRIC PWR EQMT OP	NE	ALL		23.950	27.490	1.5	1.5	2.0	2.000	5.990	0.000	0.000
ELECTRIC PWR EQMT OP	SW	ALL		24.550	29.580	1.5	2.0	2.0	4.010	6.140	0.000	0.000
ELECTRIC PWR GRNDMAN	NE	ALL		16.140	27.490	1.5	1.5	2.0	2.000	4.030	0.000	0.000
ELECTRIC PWR GRNDMAN	SW	ALL		18.330	29.580	1.5	2.0	2.0	2.990	4.580	0.000	0.000
ELECTRIC PWR LINEMAN	NE	ALL		25.770	27.490	1.5	1.5	2.0	2.000	6.440	0.000	0.000
ELECTRIC PWR LINEMAN	SW	ALL		28.210	29.580	1.5	2.0	2.0	4.600	7.060	0.000	0.000
ELECTRIC PWR TRK DRV	NE	ALL		16.980	27.490	1.5	1.5	2.0	2.000	4.250	0.000	0.000
ELECTRIC PWR TRK DRV	SW	ALL		20.030	29.580	1.5	2.0	2.0	3.270	5.010	0.000	0.000
ELECTRICIAN	E	BLD		25.270	27.800	1.5	1.5	2.0	3.000	3.790	0.000	0.380
ELECTRICIAN	NW	BLD		25.920	27.420	1.5	1.5	2.0	2.930	3.410	0.000	0.130
ELECTRICIAN	SW	ALL		26.200	27.770	1.5	1.5	2.0	4.580	4.330	0.000	0.260
ELEVATOR CONSTRUCTOR		BLD		26.875	30.230	2.0	2.0	2.0	4.125	2.410	1.610	0.000
GLAZIER		BLD		22.100	0.000	1.5	2.0	2.0	0.000	2.500	0.000	0.000
HT/FROST INSULATOR		BLD		26.910	27.910	1.5	1.5	2.0	3.120	5.420	0.000	0.010
IRON WORKER	N	BLD		20.980	21.980	1.5	1.5	2.0	2.920	6.900	0.000	0.250
IRON WORKER	N	HWY		20.980	21.730	1.5	1.5	2.0	2.920	6.900	0.000	0.250
IRON WORKER	S	ALL		21.600	23.100	1.5	1.5	2.0	2.850	7.150	0.000	0.330
LABORER		ALL		21.000	21.350	1.5	1.5	2.0	0.000	3.100	0.000	0.250
LATHER		BLD		21.080	22.830	1.5	1.5	2.0	3.950	5.280	0.000	0.250
MACHINIST		BLD		28.250	30.000	2.0	2.0	2.0	3.150	1.900	1.950	0.000
MILLWRIGHT		BLD		22.500	24.250	1.5	1.5	2.0	2.800	5.470	0.000	0.250
MILLWRIGHT		HWY		19.270	20.520	1.5	1.5	2.0	2.800	3.000	0.000	0.000
OPERATING ENGINEER		ALL	1	23.100	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
OPERATING ENGINEER		ALL	2	21.970	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
OPERATING ENGINEER		ALL	3	18.190	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
OPERATING ENGINEER		ALL	4	17.550	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
OPERATING ENGINEER		ALL	5	17.220	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
OPERATING ENGINEER		ALL	6	23.650	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
OPERATING ENGINEER		ALL	7	23.950	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
OPERATING ENGINEER		ALL	8	24.230	24.230	1.5	1.5	2.0	4.200	6.150	0.000	0.900
PAINTER		BLD		21.400	21.900	1.5	1.5	2.0	2.200	3.200	0.000	0.300
PAINTER		HWY		22.600	23.100	1.5	1.5	2.0	2.200	3.200	0.000	0.300
PAINTER OVER 30FT		BLD		23.400	23.900	1.5	1.5	2.0	2.200	3.200	0.000	0.300
PAINTER PWR EQMT		BLD		23.400	23.900	1.5	1.5	2.0	2.200	3.200	0.000	0.300
PAINTER PWR EQMT		HWY		23.870	24.370	1.5	1.5	2.0	2.200	2.800	0.000	0.250
PILEDRIVER	N	BLD		21.580	23.330	1.5	1.5	2.0	3.950	5.280	0.000	0.250
PILEDRIVER	N	HWY		21.570	22.820	1.5	1.5	2.0	3.950	5.280	0.000	0.250
PILEDRIVER	S	BLD		21.110	22.860	1.5	1.5	2.0	3.950	5.750	0.000	0.250
PILEDRIVER	S	HWY		21.100	22.350	1.5	1.5	2.0	3.950	5.750	0.000	0.250
PIPEFITTER	NE	BLD		26.250	27.750	1.5	1.5	2.0	2.900	2.900	0.000	0.350
PIPEFITTER	SW	BLD		26.800	28.050	1.5	1.5	2.0	1.200	3.650	0.000	0.000
PLASTERER		BLD		22.000	23.000	1.5	1.5	2.0	4.250	4.750	0.000	0.200
PLUMBER	NE	BLD		26.250	27.750	1.5	1.5	2.0	2.900	2.900	0.000	0.350
PLUMBER	SW	BLD		26.800	28.050	1.5	1.5	2.0	1.200	3.650	0.000	0.000
ROOFER		BLD		20.550	22.300	1.5	1.5	2.0	2.700	5.000	0.000	0.100
SHEETMETAL WORKER		ALL		23.570	24.320	1.5	1.5	2.0	3.250	3.070	1.410	0.040
SPRINKLER FITTER		BLD		26.040	27.540	1.5	1.5	2.0	3.400	3.850	0.000	0.000
TELECOM WORKER		BLD		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000

TELECOM WORKER	E	BLD 1	19.800	20.300	1.5	1.5	2.0	2.800	0.590	0.000	0.000
TELECOM WORKER	W	BLD 1	25.470	27.000	1.5	1.5	2.0	7.640	0.760	0.000	0.000
TERRAZZO MASON		BLD	23.300	23.650	1.5	1.5	2.0	0.000	2.400	0.000	0.000
TRUCK DRIVER		ALL 1	21.440	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL 2	21.840	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL 3	22.040	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL 4	22.290	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER		ALL 5	23.040	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000

## Explanations

### MONTGOMERY COUNTY

CARPENTERS AND PILEDRIVERS (NORTH) - The area north of Route 108, running east to Route 55, then north to Routes 48/127, east following Route 48 from Raymond to Harvel.

ELECTRICIANS (EAST) - Townships of Audubon, East Fork, Fillmore, Irving, Nokomis, Roundtree, South Fillmore and Witt.

ELECTRICIANS (NW) - Townships of Bois D'Arc, Pitman, and Harvel (Northern projection).

ELECTRICIANS (SW) - Townships of Zanesville, Raymond, North and South Litchfield, Butler Grove, Hillsboro, Walshville and Grishman.

ELECTRIC POWER LINEMAN, GROUNDMAN, EQUIPMENT OPERATOR, TRUCK DRIVER (NE) - Entire county except Butler Grove, Grisham, Hillsboro, North and South Litchfield, Raymond, Walshville, and Zanesville Townships.

IRONWORKERS (NORTH) - That part of the county north of a diagonal line through Taylor Springs and Chapman.

PLUMBERS & PIPEFITTERS (SW) - That part of the county South and West of Route 127.

TELECOM WORKER CLASS 1 (WEST) - Townships of Zanesville, Raymond, North Litchfield, Butler Grove, South Litchfield, Hillsboro, Walshville and Grisham.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers; where the mechanical systems are to remain.



## TELECOM WORKER

Class 1. Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

## TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

## OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty

Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman. Other Classifications of Work: For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217/782/1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 42-00

(Amends Resolution #26-00 by \$482.92

AMENDING RESOLUTION

FOR

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,241.46 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	909 B-CA Location A	See Attached Map	\$2,482.92

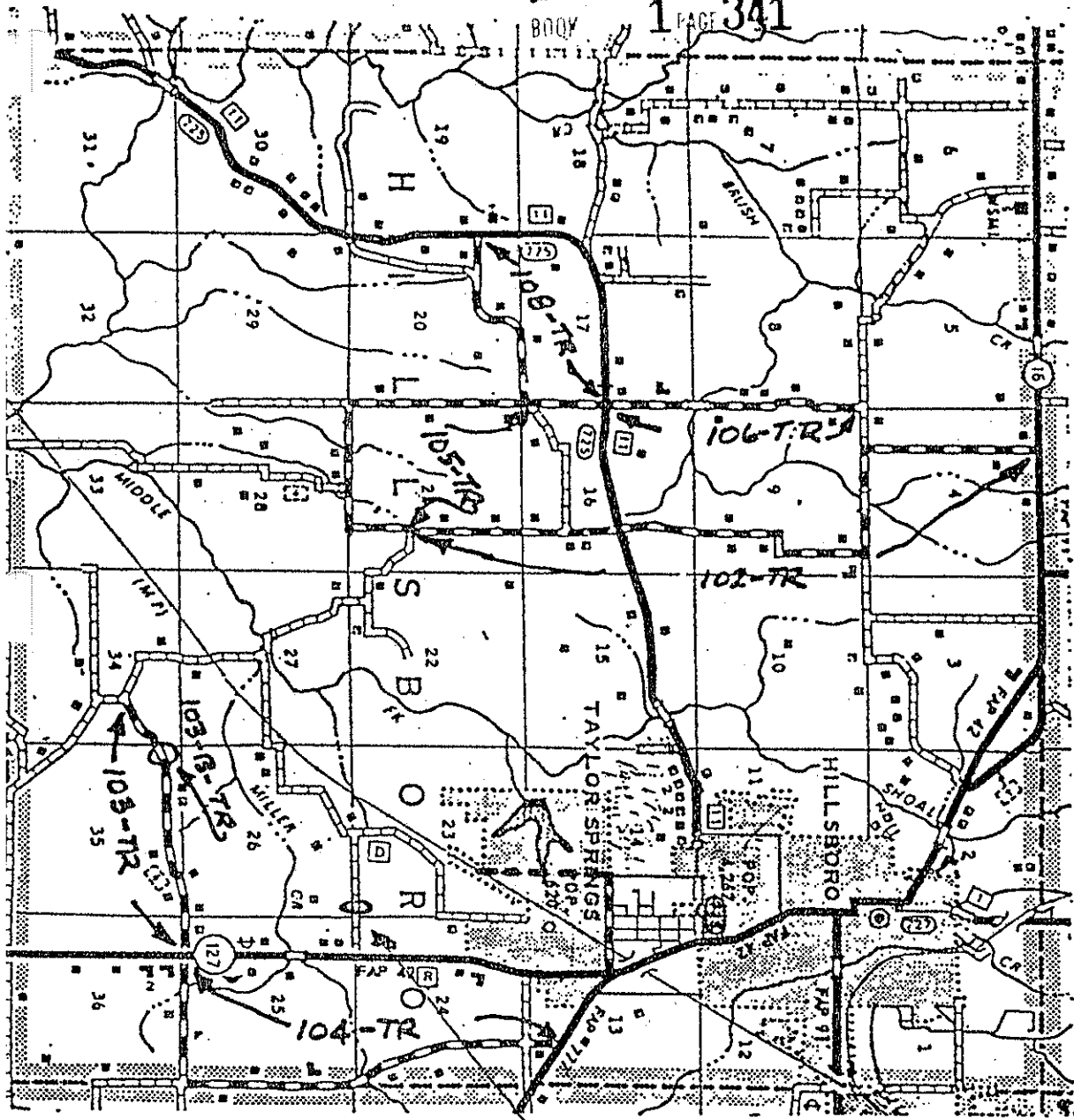
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

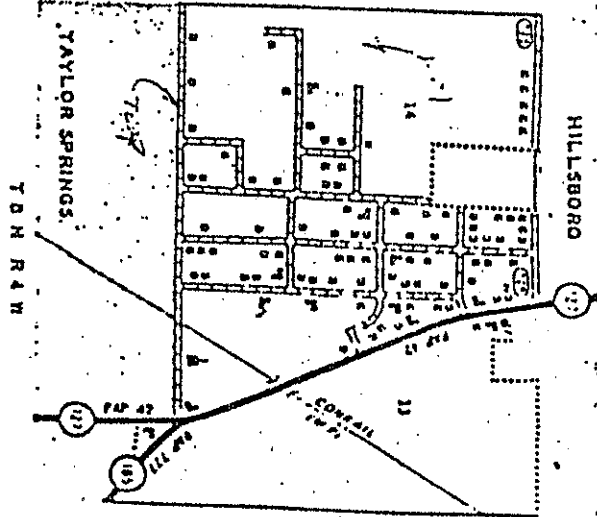
*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Hillsboro 50%



909 B.C.A. LOC. A

HILLSBORO  
Township  
Montgomery County  
R-4W, T-8N



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT**  
**RESOLUTION # 43-00**  
**(Amends Resolution #27-00 By \$482.92)**  
**AMENDING RESOLUTION**  
**FOR**  
**COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$1,241.46 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

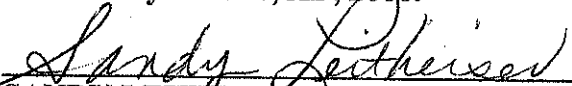
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	909 B-CA Location B	See Attached Map	\$2,482.92

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

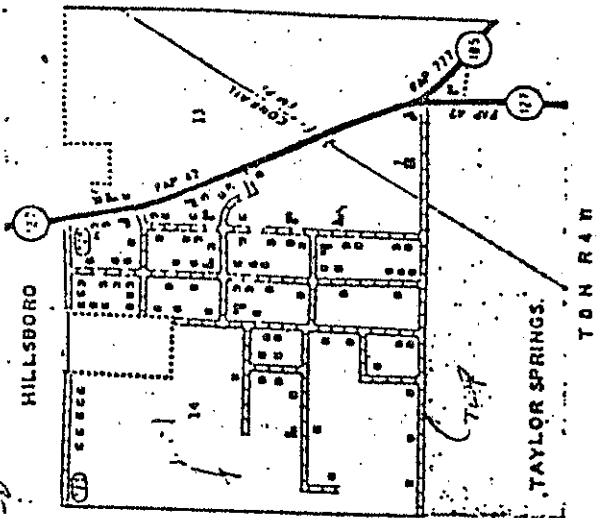
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

  
 SANDY LEITHEISER, COUNTY CLERK

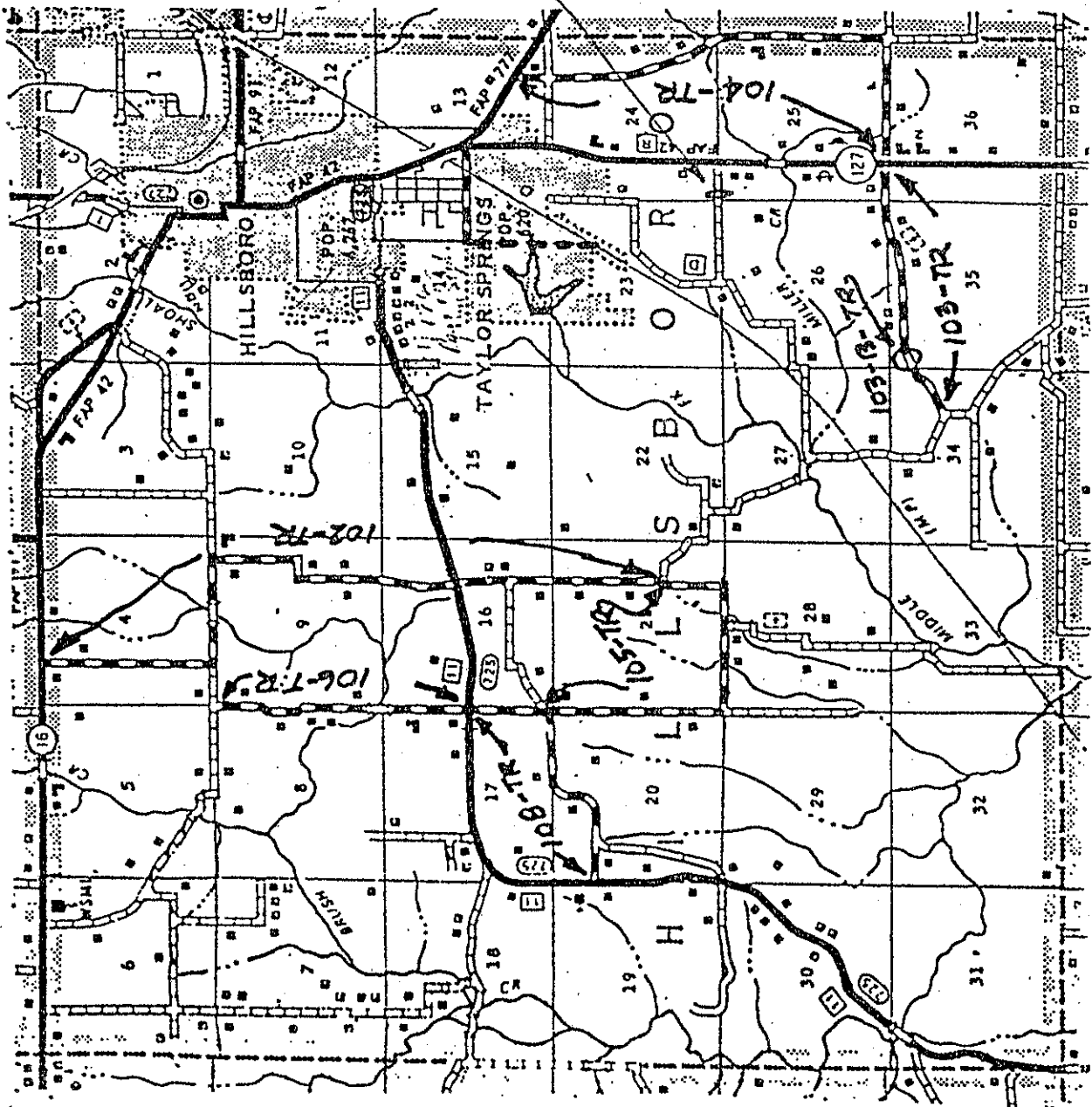
**COST BREAKDOWN:**  
 Montgomery County      50%  
 Hillsboro                      50%



HILLSBORO  
Township  
Montgomery County  
R-4W, T-8N



*909-8CA loc B*



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 44-00

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of AUDUBON has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$18,295.20 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	669 B-CA Section 89-01131-00-BR	See Attached Map	\$182,952.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

Sandy Leithaiser  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
State of Illinois 80%  
Montgomery County 10%  
Audubon 10%





**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 45-00**

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of ROUNTREE has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of ROUNTREE of Montgomery County has agreed to pay an amount of \$9,147.60 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	895 B-CA Section 99-14120-00-BR	See Attached Map	\$91,476.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

State of Illinois	80%
Montgomery County	10%
Rountree	10%

LOCATED NEAR NE CORNER NW 1/4,  
NW 1/4, SEC. 3. R.-3W., T.-10 N.,  
3<sup>RD</sup> P.M. OVER TRIBUTARY OF SHOAL  
CREEK.

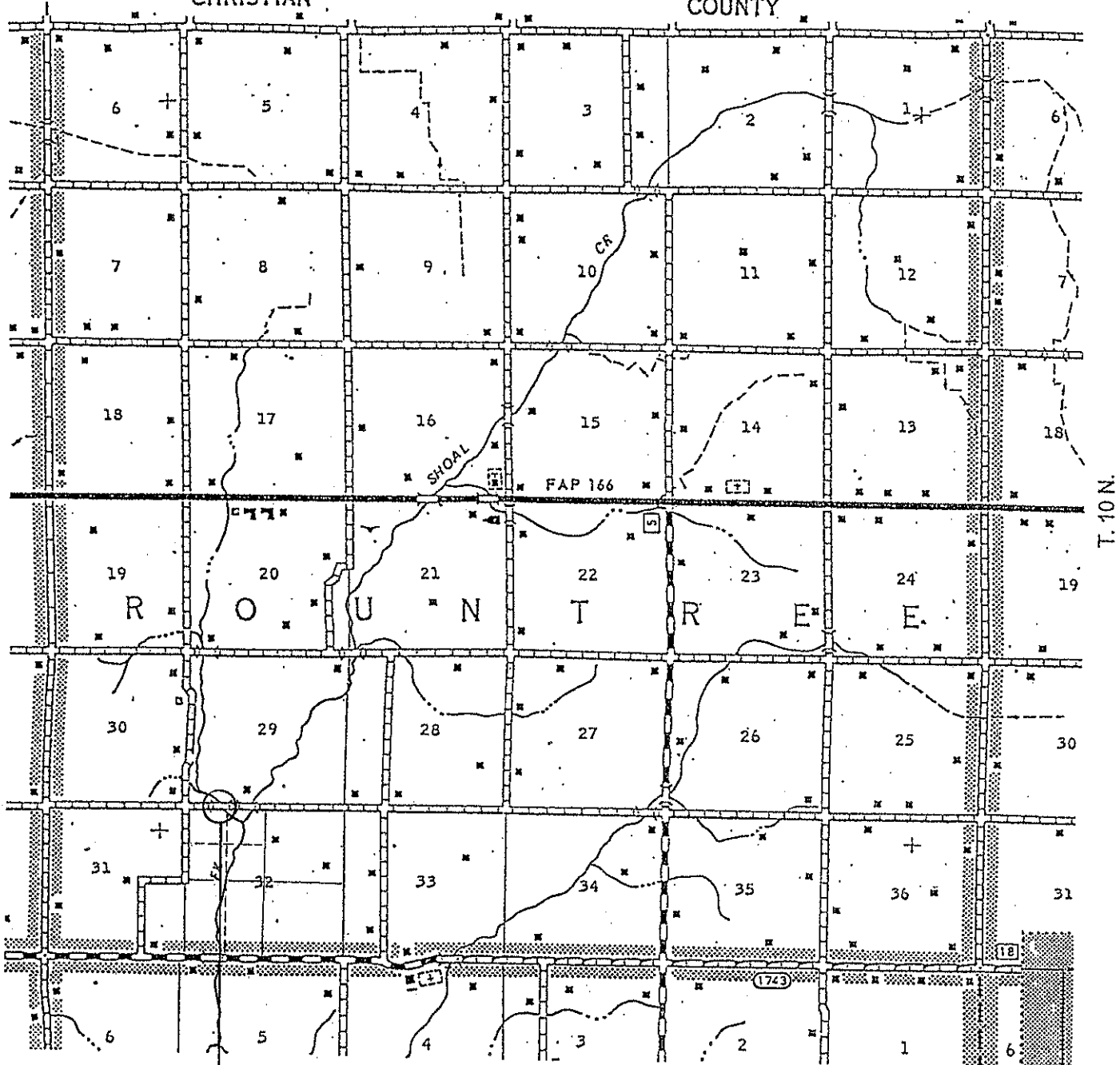
ROUNTREE R. D.  
R. 3 W., T. 10 N.

02/17/99

CHRISTIAN

R. 3 W.

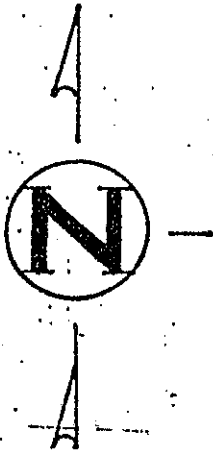
COUNTY



895 B-CA STRUCT. NO. 068-5003 (OLD)  
STRUCT. NO. 068-3334 (NEW)  
SEC. 99-14120-00-BR

LOC. 0.23 MI. EAST OF INT. OF TR 139 A & TR 230  
ON TR 139 A BETWEEN SEC. 29 & 32.

EXIST. STRUCT. DBL R.C. BOX 1@ 11.9' x 5.0'  
TOTAL OPEN. = (59.5+43)= 102.5 1@ 8.6' x 5.0'  
T.L. = 26.0'; RDWY = 17.9'; H.C. UNLIMITED  
R.O.W. = 34' 2- 96" DIA. PIPES = 100.5 FT<sup>2</sup>



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 46-00

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
4 (Donnellson East)**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY has petitioned the Montgomery County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,200.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

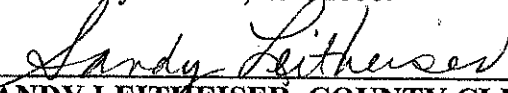
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	924 B-CA	See Attached Map	\$3,200.00

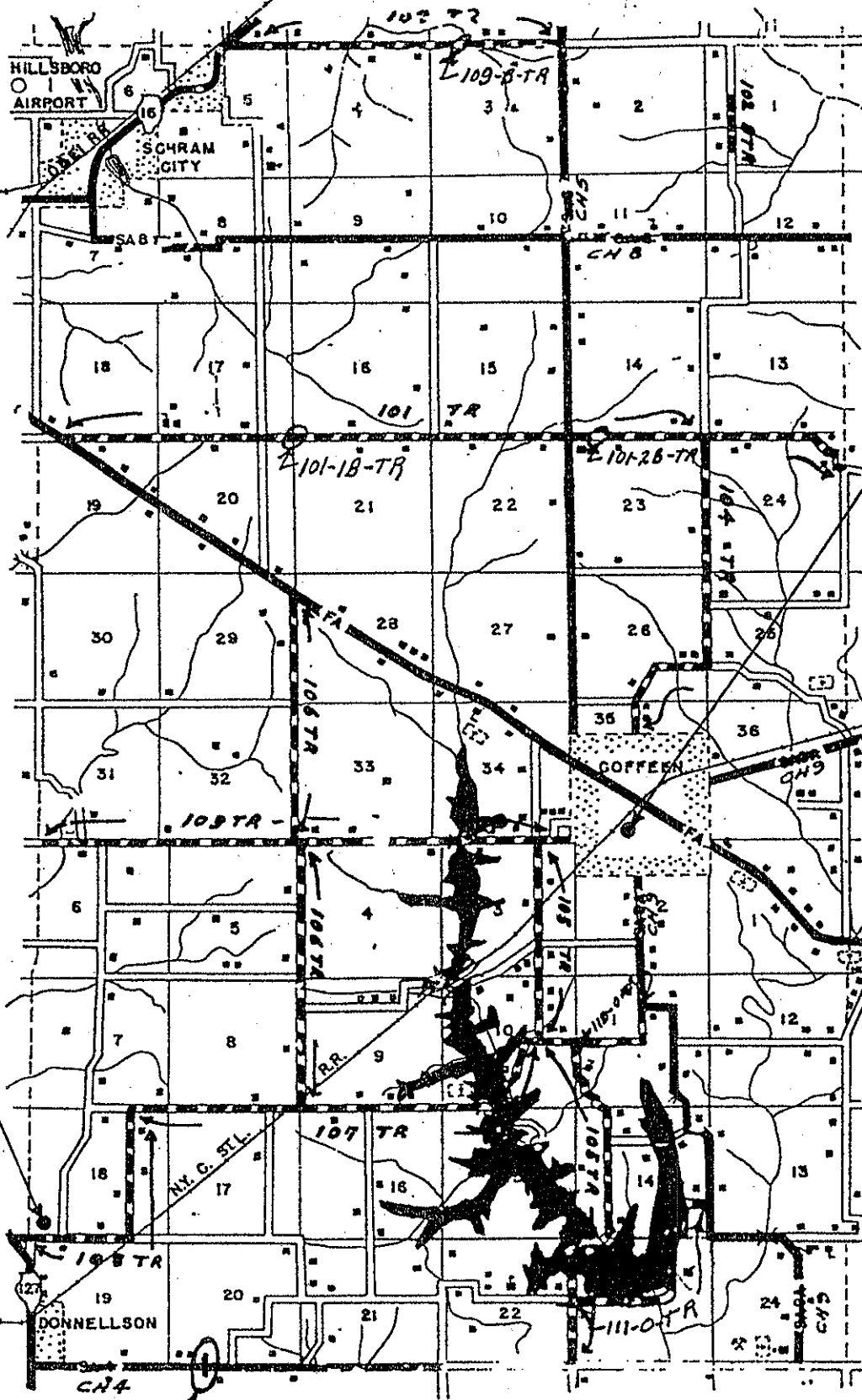
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGE FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%



LEGEND  
 --- TWP. & U.S. ROADS

0 1 2 MILES

MONTGOMERY COUNTY  
 EAST FORK TOWNSHIP  
 R-3W, T-8N

924-BCA

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 47-00

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of BOIS D'ARC has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of BOIS D'ARC of Montgomery County has agreed to pay an amount of \$22,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
BOIS D'ARC	921 B-CA Section 00-02122-00-BR	See Attached Map	\$110,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

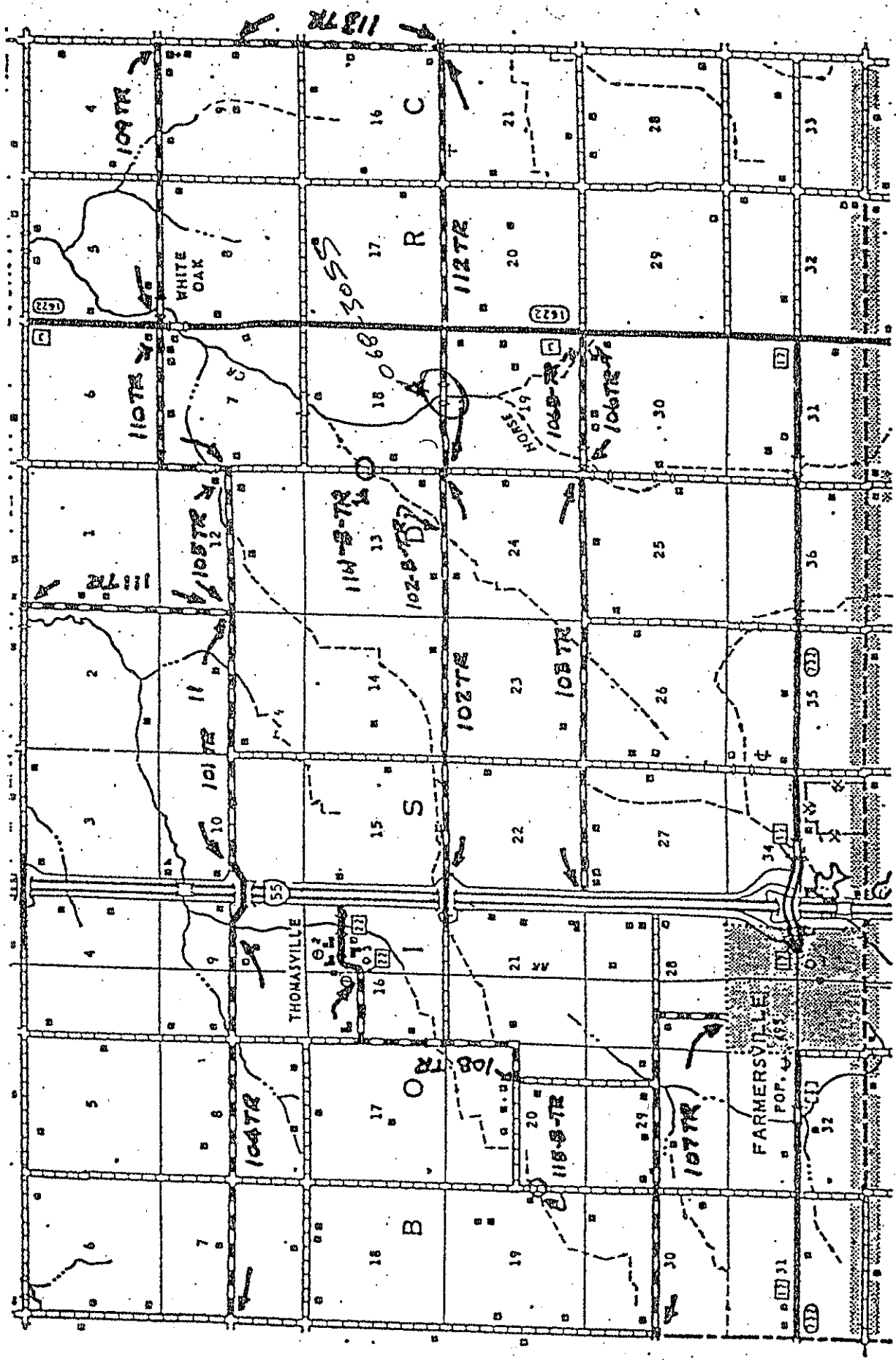
  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	80%
Bois D'Arc	20%

BOIS D'ARC  
Township  
Montgomery County  
R-4W & R-5W - T-12N

Sec 00-02122-00-BR  
Bois d'Arc Road District  
Old Str. #068-3055  
New Str. #068-3345  
County File #921 B-CA



## MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 48-00

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of HILLSBORO has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$22,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

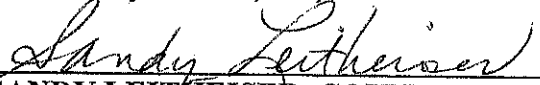
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	922 B-CA Section 00-08112-00-BR	See Attached Map	\$110,000.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

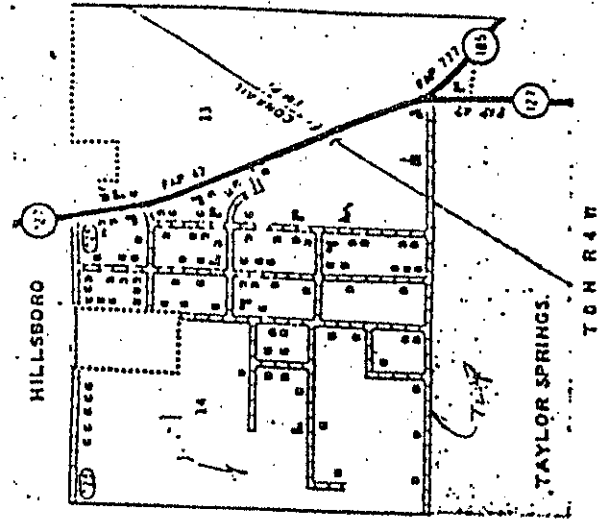
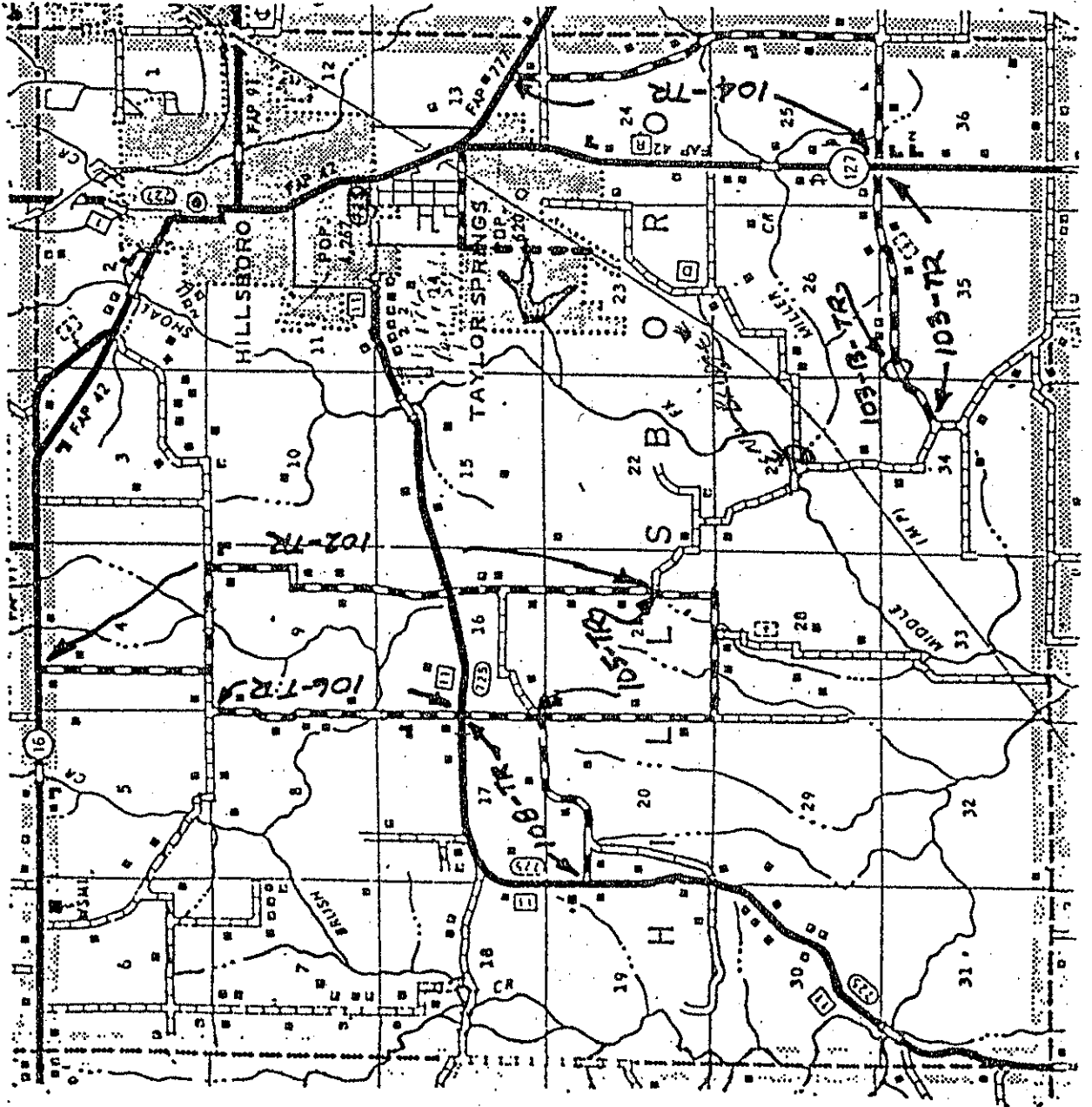
  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	80%
Hillsboro	20%

Section 00-08112-00-BR  
 Hillsboro Road District  
 Old Str. #068-NONE  
 New Str. #068-3346  
 County File #922 B-CA

HILLSBORO  
 Township  
 Montgomery County  
 R-4W, T-8N





MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 49-00

**RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The Road District of IRVING has petitioned the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department,

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$22,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

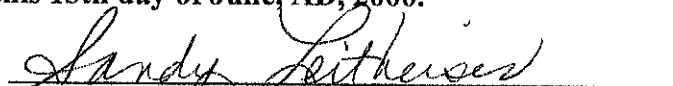
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
IRVING	923 B-CA Section 00-09114-00-BR	See Attached Map	\$110,000.00

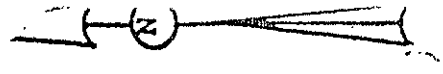
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

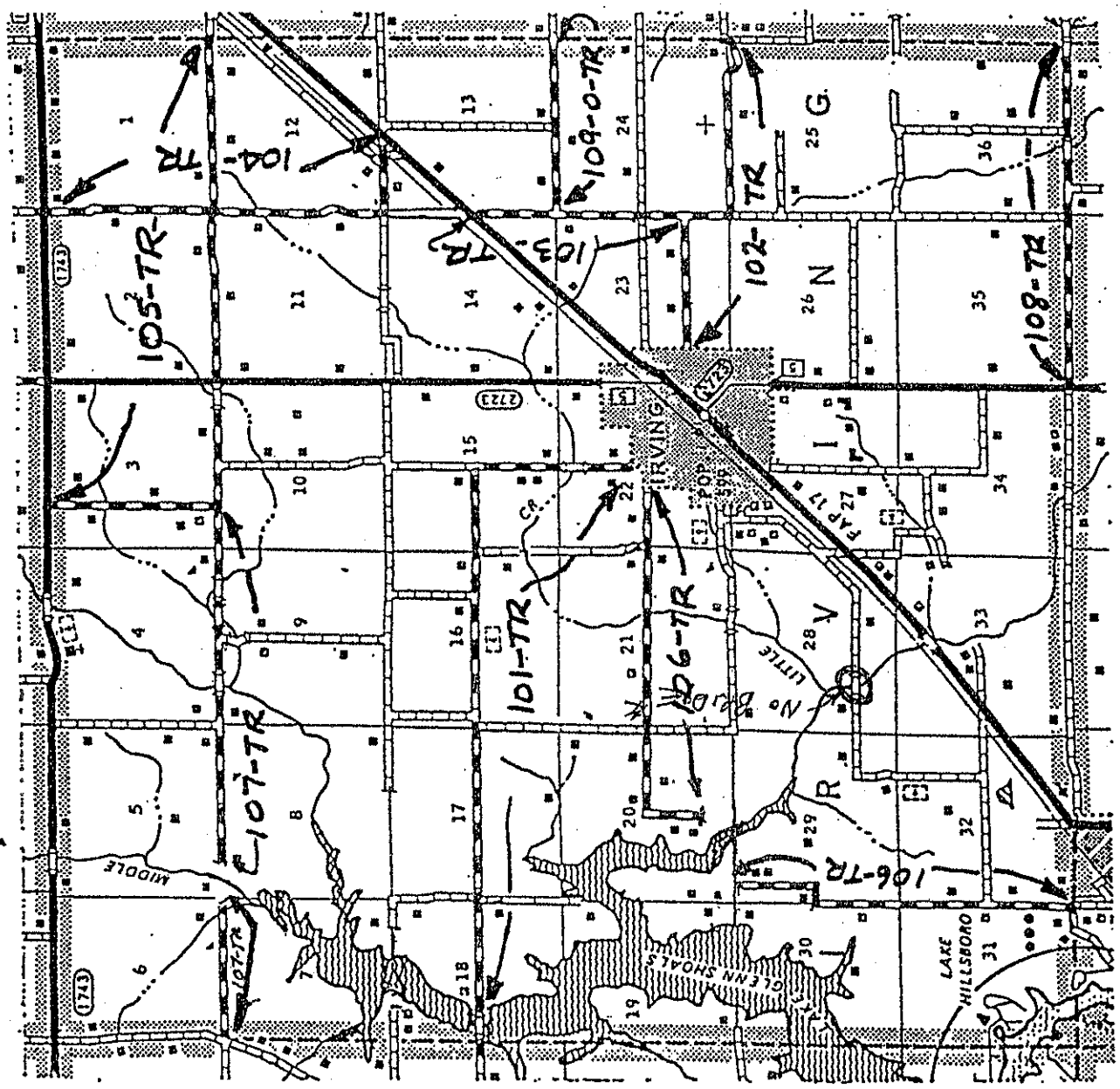
  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County 80%  
Irving 20%



Section 0-09114-00-BR  
 Irving Road District  
 Old Str. #068-NONE  
 New Str. #068-3347  
 County File #923 B-CA

IRVING  
 Township  
 Montgomery County  
 R-3W, T-9N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 50-00

**RESOLUTION  
FOR  
COUNTY FEDERAL AID MATCHING FOR ROAD & BRIDGE  
PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY requests the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Law of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$220,374.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY OF MONTGOMERY be and the same is hereby granted for aid in the construction of the bridge described below;

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	915 B-CA Section 00-00114-00-BR (Oconee Road C.H.#2 – Audubon)	See Attached Map	\$220,374.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Federal Aid Matching required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

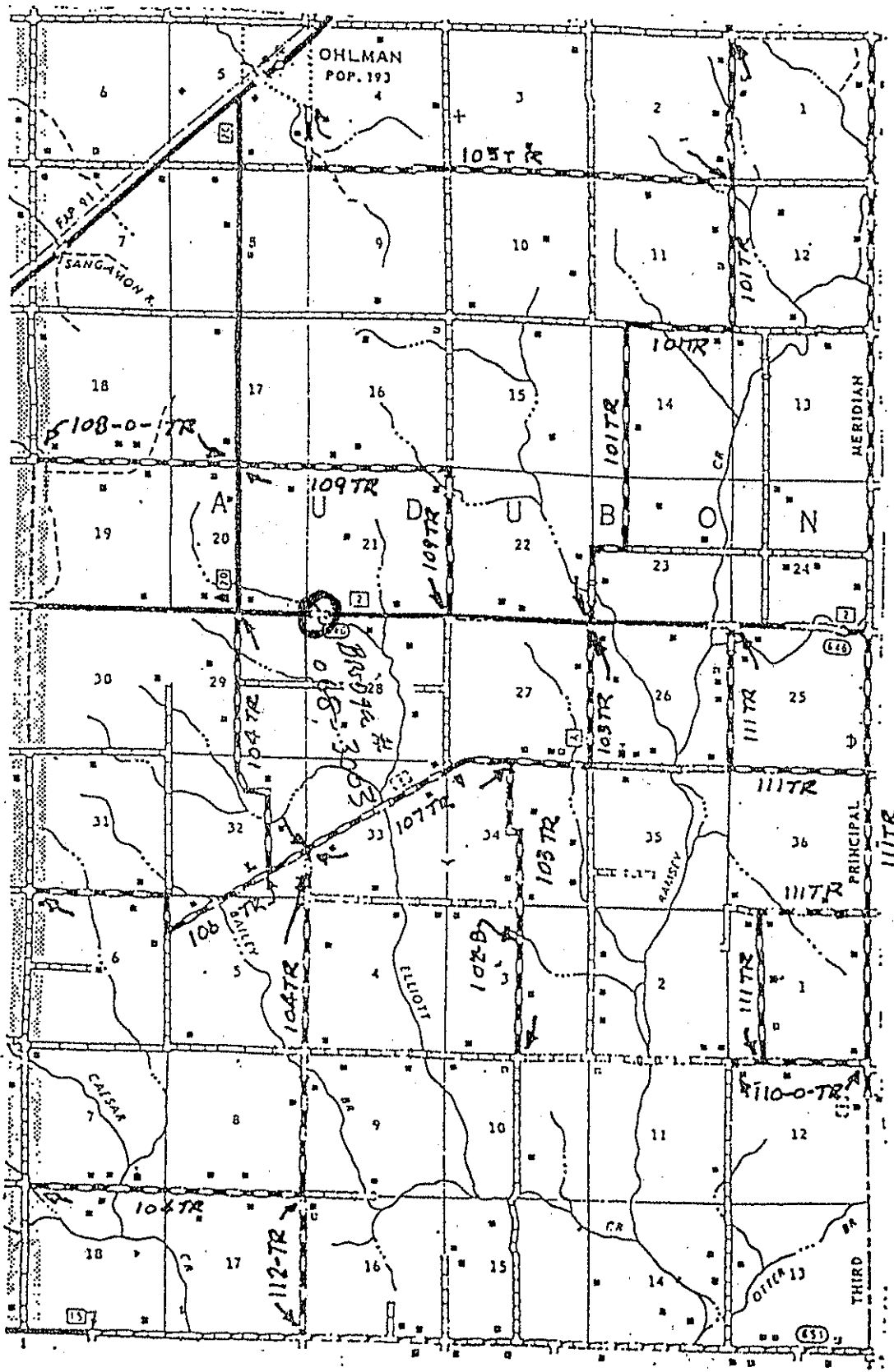
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

AUDUBON  
Township  
Montgomery County

R-1W, T-9N, T-10N



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 51-00

**RESOLUTION  
FOR  
COUNTY FEDERAL AID MATCHING FOR ROAD & BRIDGE  
PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY requests the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Laws of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$178,794.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

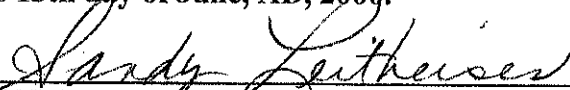
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY OF MONTGOMERY be and the same is hereby granted for aid in the construction of the bridge described below;

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	916 B-CA Section 00-00115-00-BR (Schram City Road C.H.#8 – East Fork)	See Attached Map	\$178,794.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Federal Aid Matching required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

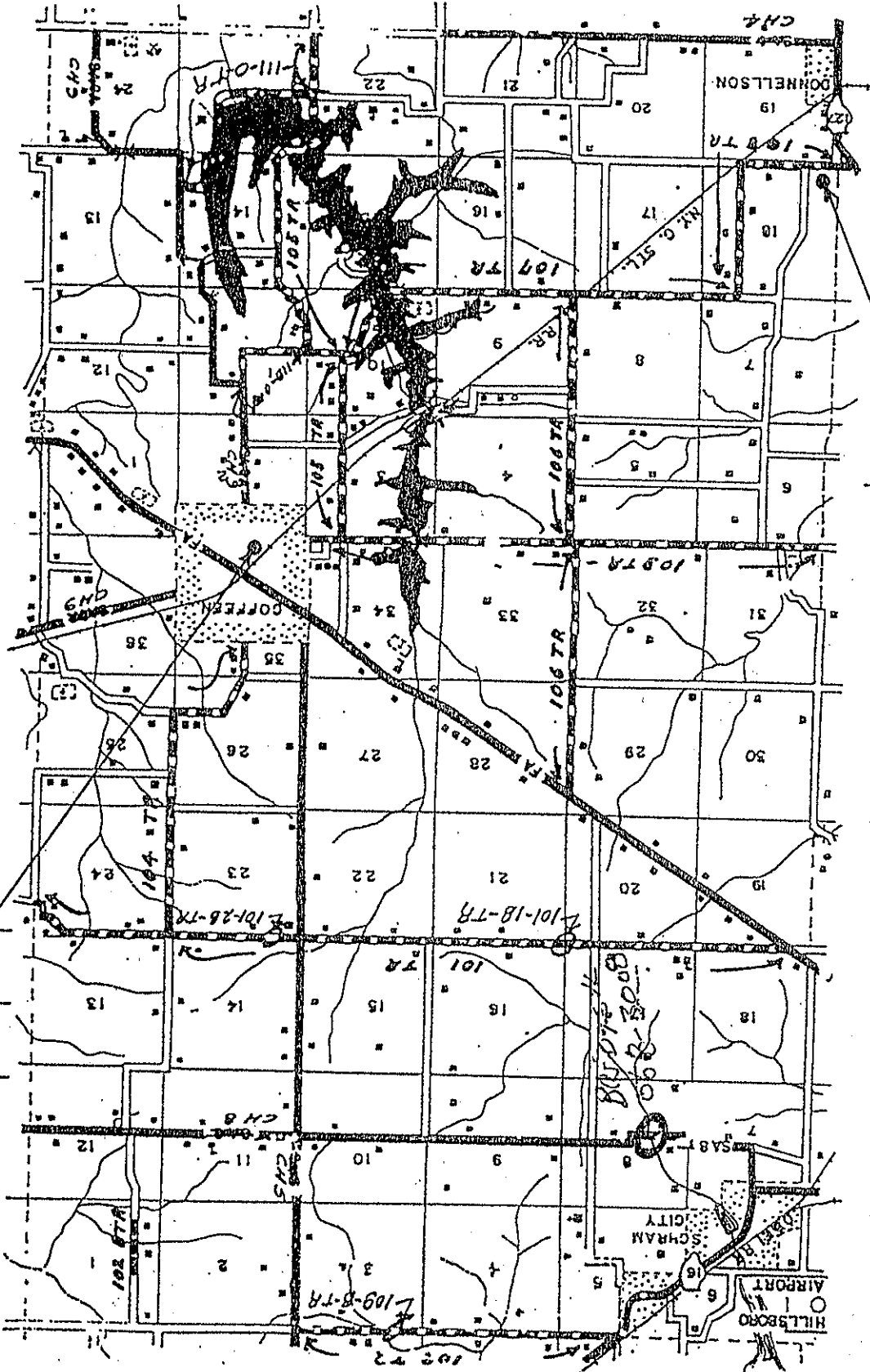
COST BREAKDOWN:  
Montgomery County 100%

MONTGOMERY COUNTY  
EAST FORK TOWNSHIP  
R-3W, T-8N

241.33

LEGEND

--- TWP. N.Y.T. ROADS



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 52-00

**RESOLUTION  
FOR  
COUNTY FEDERAL AID MATCHING FOR ROAD & BRIDGE  
PURPOSES**

WHEREAS, The General Assembly of the State of Illinois, amended Section 5-602 of the Road and Bridge Laws of Illinois, providing that any County for the purpose of administering Section 5-501, 5-502, 5-503 and 5-504 of this Code and having less than 1,000,000 inhabitants may levy an additional annual tax not exceeding 0.05 percent of the value of all the taxable property in such County, as equalized or assessed by the Department of Revenue, which tax shall be in addition to all other County taxes and shall be in excess of any other rate limitation, and

WHEREAS, The COUNTY OF MONTGOMERY requests the County Board of Montgomery County for aid in constructing a bridge under Section 5-501 and 6-508 of the Road and Bridge Law of Illinois, as specified in the petition on file with the Montgomery County Highway Department, and

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$139,293.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY OF MONTGOMERY be and the same is hereby granted for aid in the construction of the bridge described below;

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	917 B-CA Section 00-00116-00-BR (Barnett Road C.H.#25 – North Litchfield)	See Attached Map	\$139,293.00

BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Federal Aid Matching required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2000.

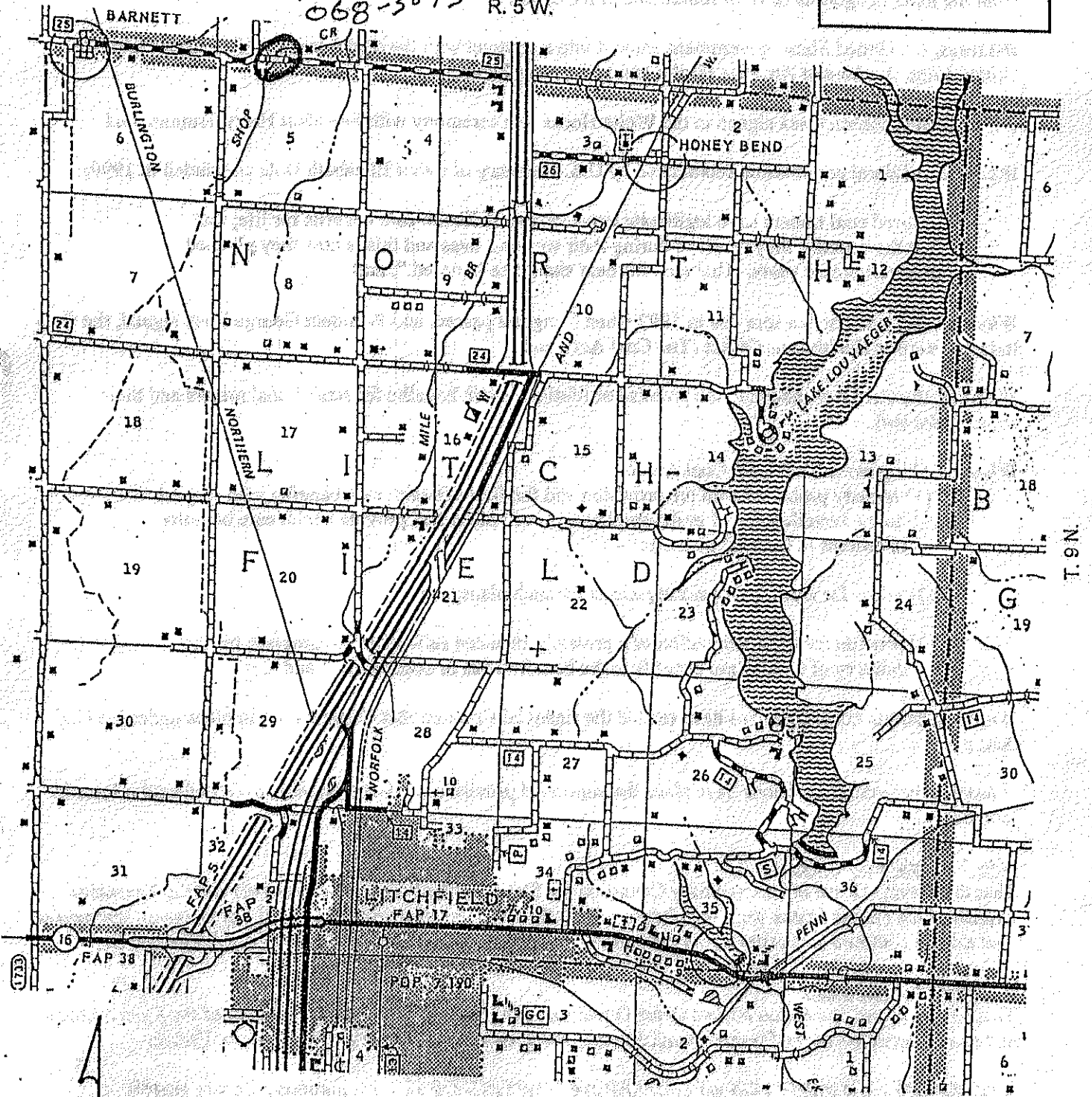
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

BRIDGE  
068-3043

R. 5 W.

NORTH LITCHFIELD R. D.  
R. 5 W., T. 9 N.





Contract for Services  
of  
Lena Baucum


The Christian-Montgomery Regional Office of Education agrees to reimburse Montgomery County, Illinois, in the amount of \$639.23 monthly for the secretarial services of Lena Baucum two days per week, commencing July 3, 2000, through June 30, 2001. This contract is renewable annually upon agreement by both the Regional Office of Education and Montgomery County. The monthly reimbursement may change dependent upon such agreement.

As a result of this contract, Ms. Baucum is considered an employee of Montgomery County. The County agrees to continue funding Ms. Baucum's employment at the current three days per week as per County rules and regulations.

Services to be provided include secretarial and other support services for grant programs administered by the Regional Office of Education. Continuation of this agreement may be subject to continuation of funding for the aforementioned grants.

Dated this 30<sup>th</sup> day of June 2000.

  
Regional Superintendent of Schools

  
Chairman, Montgomery County Board

**Montgomery County Board Resolution #00-11**

*Whereas*, Montgomery County is a coal-producing and coal-consuming county that has benefited tremendously from the hard, dangerous work of retired coal miners; and

*Whereas*, the United States government entered into a contract with the coal miners in 1946 that created the United Mine Workers of America Health and Retirement Funds; and

*Whereas*, this contract was signed in the White House in a ceremony with President Harry Truman; and

*Whereas*, a federal commission established by U.S. Secretary of Labor Elizabeth Dole concluded in 1990:

“Retired coal miners have legitimate expectations of Health care benefits for life; that was the promise they received during their working lives and this is how they planned their retirement years. That commitment should be honored.”; and

*Whereas*, this promise became law in 1992 when Congress passed, and President George Bush signed, the Coal Industry Retiree Health Benefit Act (The Coal Act); and

*Whereas*, the Coal Act reiterated the promise of lifetime health benefits for retired coal miners and their dependents; and

*Whereas*, Congress intended the Coal Act to:

“(1) remedy problems with the provision and funding of health care benefits with respect to the beneficiaries of multi-employer benefit plans that provide health care benefits to retirees in the coal industry;

(2) allow for sufficient operating assets for such plans; and

(3) provide for the continuation of a privately financed self-sufficient program for the delivery of health care benefits to the beneficiaries of such plans.”; and

*Whereas*, certain court decisions have eroded the financial structure that Congress put in place under the Coal Act; and

*Whereas*, these court decisions have place the continued provision of Health benefits to retired coal miners in jeopardy.

**Now Therefore Be It Resolved:**

That the County Board of Montgomery County in the State of Illinois urges the Congress and the Executive Branch of the United States work together to reform the financial structure of the Coal Act to ensure that retired coal miners continue to receive the health care benefits they were promised and so rightly deserve; and


**Be it Further Resolved:**

That a copy of this resolution be sent to the Governor of the State of Illinois, the President of the United States and to each member of the Congressional delegation representing the people of the State of Illinois.

**APPROVED AND ADOPTED AT A REGULAR MEETING OF THE Montgomery County Board, Montgomery County, State of Illinois this 13<sup>th</sup> Day of June, 2000.**

  
Chairman Montgomery County Board

ATTEST:

  
Montgomery County Clerk and Recorder

**RESOLUTION 2000- 12****RESOLUTION PROPOSING INCREASING MAXIMUM ALLOWABLE LEVY FOR NOKOMIS/WITT SPECIAL SERVICE AREA AMBULANCE TAX IN MONTGOMERY COUNTY AND PROVIDING FOR A PUBLIC HEARING AND OTHER PROCEDURES IN CONNECTION THEREWITH**

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County, State of Illinois, as follows:

**SECTION 1: AUTHORITY TO INCREASE ALLOWABLE LEVY IN SPECIAL SERVICE AREAS.**

That the Montgomery County Board has by prior act, established Special Service Areas for ambulance service pursuant to Article VII, Section 6L of the Constitution of the State of Illinois in force July 1, 1971, and pursuant to the authority of the provisions of an Act to provide the manner of levying or imposing taxes for the provision of Special Service Areas within the boundaries of home rule units and non-home rule municipalities and counties, which is Illinois Revised Statutes, Chapter 120, Section 1301 et. seq., now the Special Service Area Tax Law, Illinois Compiled Statutes, Chapter 35, Section 200/27-5 et. seq.

**SECTION 2: FINDINGS**

The County Board of Montgomery County finds the following:

1. That since the establishment of said service areas, the Nokomis/Witt Special Service Area (ambulance) has demonstrated a need to increase the maximum allowable levy in said area in order to produce an amount of tax sufficient to produce revenues required to provide ambulance service in said area.
2. That the Nokomis/Witt Special Service Area (ambulance) is within the County of Montgomery.
3. That the Nokomis/Witt Special Service Area (ambulance) benefits from the government services to be provided, so that it is therefore in the best interest of the Special Service Area that the levy of the special tax against the area be considered for the provision of ambulance service.

**SECTION 3: PUBLIC HEARING**

A Public Hearing shall be held on Friday, the 30<sup>th</sup> day of June, 2000 in the Council Chambers of the Nokomis City Hall Complex at 7:00 p.m. to consider a proposed Special Service Area ambulance tax increasing the maximum allowable

levy from .15 cents, the present maximum, to .30 cents for the Nokomis/Witt Special Service Area, which territory is described in the proposed notices attached to this Resolution and made a part hereon.

#### SECTION 4: TAX RATES

At the above described Public Hearing there shall be considered the levy of an annual tax not to exceed the annual rate of .30 percent of the assessed value, as equalized, of the property in the Special Service Area, said tax to be in addition to all other taxes provided by law and to be levied pursuant to the provisions of the Revenue Act of 1939.

#### SECTION 5: NOTICE OF HEARING

Notice of said Public Hearing shall be published at least once, not less than fifteen days prior to the Public hearing, in one or more newspapers in general circulation in Montgomery County. In addition, notice by mailing shall be given to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Special Service Area. Said notice shall be mailed not less than ten days prior to the 30<sup>th</sup> day of June, 2000. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that years owner of said property.

Notice shall be in a form substantially similar to the "NOTICE" attached hereto

ADOPTED THIS 13<sup>th</sup> day of June, 2000 by the Montgomery County Board pursuant to roll call vote recorded as follows:

AYES 20

NAYES 0

Joe Cordani  
CHAIRMAN JOE CORDANI

ATTEST:

Sandy Leitheiser  
COUNTY CLERK SANDY LEITHEISER

**PUBLIC NOTICE****NOTICE OF HEARING FOR  
NOKOMIS/WITT SPECIAL SERVICE  
AREA-AMBULANCE - MONTGOMERY COUNTY**

**NOTICE IS HEREBY GIVEN THAT:** On Friday, June 30, 2000 at 7:00 PM in the Council Chambers, Nokomis City Complex, Nokomis, Illinois, the Montgomery County Board will hold a hearing to consider a proposed Special Service Area-Ambulance tax increase from the present maximum allowable rate of .15 cents per \$100 valuation to .30 cents maximum per \$100 valuation for the following territory:

**NOKOMIS/WITT SPECIAL SERVICE AREA-AMBULANCE**

**(AUDUBON-SOUTH):** Township 9N-Range 1 West of 3rd Principal Meridian;  
**(AUDUBON-NORTH)** Township 10N-Range 1 West of 3 PM; **(NOKOMIS):** Township 10N-Range 2 West of 3 PM; **(WITT):** Township 9N-Range 2 West of 3 PM; **(ROUNTREE):** Township 10N-Range 3 West of 3 PM, all located in Mont. Co., Illinois.

An accurate map of said territory is on file in the office of the County Clerk of Montgomery County at the Historic Courthouse, Hillsboro, IL 62049. All interested persons, including all persons owning taxable real property located within the Special Service Area affected by the increase in the tax levy maximum will be given the opportunity to be heard regarding the tax maximum increase and may object to, or offer support for the increase affecting the area.

The purpose of raising the tax maximum to .30 cents is to provide adequate funding necessary for the operation of the Nokomis/Witt Ambulance Service. The tax maximum will be an amount not to exceed .30% of the assessed value, as equalized, against the property included in the Special Service Area. At the public hearing all persons will be given the opportunity to be heard. The hearing may be adjourned by the Board to another date, without further notice other than a motion to be entered upon the minutes of its meeting fixing the time and place of its adjournment.

All such interested persons described above will also have the opportunity to file objections to the increase in the tax levy maximum. If a petition signed by at least 51% of the electors residing within the Special Service Area and at least 51% of the owners of record of the land included within the boundaries of the Special Service Area is filed with the County Clerk of Montgomery County within 60 days following the final adjournment of the Public Hearing **OBJECTING** to the increase in the tax levy maximum for the Special Service Area, no such tax increase may be levied or imposed.

Dated this 14th day of June, 2000,

Montgomery County Clerk

*Sandy Leitner*