

Montgomery County, Illinois
2014 Legislative and Regulatory Priorities

Revised 4-1-14

FEDERAL

Eagle Zinc Co Div T.L. Diamond Brownfield Site (CERCLIS I.D. ILD980606941) Support cleanup funds for this 144 acre site that could be a marketable industrial property for the area.

Renew the Work Opportunity Tax Credit (also called Rural Renewal County Tax Credit) renew this tax credit in eligible zones for employers who hire part-time or full-time employees ages 18-39 who live in the designated county.

Fairness in Federal Disaster Declarations Act – support this effort to prevent small communities from being denied federal disaster aid because of their size. Because FEMA places so much emphasis on a disaster's cost "per capita," officials say communities in large states, like Illinois, must incur a relatively higher level of damage than communities in states with smaller populations.

Support All-Of-the-Above Energy Strategy – Oppose EPA's proposed rules which would virtually eliminate coal as a source for energy for new power plants. It is expected similar rules will be imposed (triggered by a legal requirement under the Clean air Act) on existing power plants to require carbon capture and storage techniques as are being proposed for new plants. A 2012 Congressional Budget Office report estimated CCS would increase the cost of producing electricity from coal-based plants by 75 percent. Since more than 50-60% of our central Illinois energy is produced by coal-generated sources, this would lead to extreme price increases for businesses, government and residents.

STATE

Local Government Share of Income Tax – Oppose current proposal that would reduce county share to 3.75% of state income tax increased since 2011 and proposed to become permanent. County share should remain 5%.

9-1-1 Cell Phone Rate – Support increasing the rate of cell phone 9-1-1 charges to be equal to land line rates. Propose billing \$2.00 per line up to (2) lines per billing address with the funds going to the county in which the billing address is located.

Education Funding Formula – Support the bi-partisan working group's proposal to recalculate the education funding formula with the intent of decreasing disparities among Illinois school districts.

Coal Excise Tax – Support the state introducing an excise tax on coal that is exported. Majority of the tax would return to the place of extraction for use on roads, bridges, drainage and other local infrastructure. Remainder of tax to support state mines and minerals, water and air quality inspection and compliance.

SB 3449 - Oppose language that redirects money from local governments into the Common School Fund. Although we support efforts to fund education, we do not support "robbing Peter to pay Paul." We specifically oppose this section of the proposed bill, "Notwithstanding any other provision of law, beginning on August 1, 2014 and ending on August 1, 2015, each monthly transfer to the Local Government Distributive Fund shall be reduced by \$20,800,000; that amount shall instead be transferred to the Common School Fund."

SB 3263 – Oppose as written. Recommend giving the county board the authority for a binding recommendation to the Department of Agriculture on the siting of Wind Farms and the addition of requiring a Road Upgrade and Maintenance Agreement to protect our counties' interests.

HB 4609 – Oppose. The Act restricts the Office of the State Fire Marshal from adopting rules imposing new statewide mandates or changes to existing or future statewide mandates requiring the installation of fire sprinkler systems in specific types of building or other structures. This section shall not be construed to limit the authority of municipalities, counties, or other units of local government to regulate fire sprinkler systems, including, but not limited to, the authority granted under the Counties Code, the Illinois Municipal Code, or the Township Code.

What is the most pressing capital improvement the county government needs to make to its own assets within the next 3 years?

THEME	RESPONSE
Roads	80,000 lb. road network
Reducing overall Costs through Efficiency Measures	<ol style="list-style-type: none"> 1. Obtain land by leasing, or buying to be enjoyed by all of the residents of Montgomery County (walking, biking trails, Route 66 Prairie) 2. Expand the county jail to comply with state standards to house juveniles and women. 3. Relocate the county Highway Department to new facilities. 4. Don't build any new facilities. 5. Reduce the number of facilities we own (animal shelter, annex), rent or lease. 6. While we have the money, maintain and improve our facilities so that they will last. For example, recycling can use more area under roof, better loading facilities but with automation can proceed with same number of employees. 7. Conduct an energy audit(s) and identify savings to be had from sealing, insulation (window quilts), smart thermostats, higher efficiency lights and air conditioning, geothermal heat and so on. 8. Audit/reduce the number of passenger vehicles owned. Reduce the practice of taking vehicles home. 9. Consolidate Emergency Planning services with 911 management.
Maintain Buildings/Assets	Pro active maintenance of existing county buildings/assets. New construction or expansion to be kept at a minimum.
Roads	Extend the Fillmore-Nokomis blacktop north to Rte 16 from Ed Gleick's Corner, East Union in Nokomis. This would eliminate truck traffic past schools and residential properties.
Buildings	Could be any number of things, depending on what fails first. (ex. roofs, HVAC, boilers, etc.)
Roads, then Jail	<ol style="list-style-type: none"> 1. Roads and bridges 2. Jail
Maintain Buildings, then roads	Maintain existing county buildings Maintain and improve roads and bridges.
Prioritize, then maintain	<ol style="list-style-type: none"> 1. Hire a contractor to assess all county buildings/st. and determine the needs and their priorities what needs to be done 2. Need a list of prior for roads and bridges 3. Need to apply for a grant to build a water line between Hillsboro and Litchfield 12" water line down Rt 16
Building Repair/Update	Jail roof, possible expansion (women) Seal historic courthouse brickwork Move Highway Dept. out of town
Jail	Add to the jail to house more female prisoners – new roof at the same time.

Maintenance, then roads, then jail	Roof new courthouse Tuckpoint old courthouse Roads and bridges that need to be fixed and pose safety hazards Jail expansion down the road?
Health and Safety	Health and safety criteria should guide the prioritization process.

What is the most important thing all Montgomery County residents and communities need to prepare for its (the county's) future after coal is gone?

THEME	RESPONSE
Workforce	Workforce training in new technology as well as softskill and variety of entrepreneurial and skill training for youth.
Local Gov. Self-Reliance (water resources, fiscal management)	Our county needs to prepare for less % of income from state and federal sources. Our county will be in an economic vice to fund pay and retirement for personnel . We must prepare to rely on ourselves so that we do not have to rely on the northern part of the state of federal government in any way. We need to prepare for higher rates of illness among the elderly, higher crime due to drugs, alcohol, legal pot, legal gambling (build that jail!) Obtain land by to be enjoyed by all of the residents of Montgomery County. Water shortage and quality will be a big issue in the next 100 years. If Montgomery County is to have a chance of economic development, we will have to have clean water and lots of it. The Montgomery County Lake should not be built for Mississippi River navigation (think Shelbyville), for Municipal water supply (Lake Lou, Glenn Shoals), or soil conservation/erosion control. Partnership with municipalities to build lakes for the purpose of drawing developers.
Workforce	Workforce development
Maintain Services	Maintaining the government and services to our communities.
Income Levels	Potential incomes to pay taxes and bills.
Workforce, then roads	1. Workforce development 2. Roads and bridges
Employment	Employment

Scaling Back	Possibility of Higher Taxes and less services.
Reduction of County Services	The reduction of County services due to loss of revenue. Without coal money, there will have to be lay-offs.
Automation	We (county services) need to be fully automated so that fewer employees can provide the same services as the county provides today.
Workforce	Concentrate serious efforts on education through vocational training and workplace development. It is definitely needed for our area with high unemployment and students moving away for college and never returning home. Then, we need to help attract businesses that have better than minimum wage jobs for our county. We need to provide them with incentives and good resources so they want to build their businesses in Montgomery County.
Workforce	vocational center

How many pennies of every dollar of coal royalties should be set aside for the following?

Capital Improvement of County-Owned Facilities	Long-Term Improvements to Match Community and Organizational Efforts Across the County	Reserve	Transfer Out for Operating Funds (Salaries, Insurance, Pensions)	TOTAL
25	33	25	17	
20	50	10	20	
10	40	40	10	
30	10	30	30	
12.5	12.5	25	50	
25	33	17	25	
20	30	10	40	
15*	15*	30*	60*	
16.5	16.5	33	33	
33		33	33	
25	25	25	25	

Qualifying Statements about allocations:

Capital Improvements – ¼ million if you are using \$2 million for royalties estimate

Long-Term Improvements – “substantial matching funds should be available to communities willing to build water impoundments and manage development around them.

- ¼ million if you are using \$2 million for royalties estimate
- Only as a loan to communities to help them meet grant requirements.

Reserve – difficult to answer because focus may be short term because of changes in leadership. I favor getting the \$ “out there” and working for us now.

- ½ million if you are using \$2 million for royalties estimate
- Refer to as “Rainy Day Fund”

Transfer for Operating – Reality dictates this will claim funds first. Pressure will build for more and more “Transfers Out.” Get the \$ “out there” and working for us now.

- Don't know % needed if \$1 million in the red.

*\$100,000/month from Coal Royalties for day to day operations. Then what is left ½ will go to reserve and then split the remaining into #1 and #2.

Based on 8 criteria (capacity, condition, funding, future need, operation and maintenance, public safety, resilience and innovation).

- A = Exceptional: Fit for the Future
- B = Good: Adequate for Now
- C = Mediocre: Requires Attention
- D = Poor: At Risk
- F = Failing: Critical: Unfit for Purpose

AVIATION	C+
BRIDGES	C+
DAMS	C
DRINKING WATER	C-
NAVIGABLE WATER	D-
RAIL	C
ROADS	D+
TRANSIT	D+
WASTEWATER	D+

ILLINOIS 2014 GRADE C-

AVIATION. Illinois has 11 commercial service airports, serving over 42 million passengers. The number of passengers at large hub airports—including O’Hare and Midway International Airports—are predicted to grow at an annual rate of 2.3 % through 2040. O’Hare is forecasted to have the highest number of aircraft operations in the U.S. by 2040, and a forecasted 72 % increase in operations at Midway International Airport will make it the 23rd busiest airport in the nation by 2040, up from its current position at 28th. The Illinois aviation system supports hundreds of thousands of jobs and produces billions of dollars in annual economic output. The City of Chicago continues to invest in its airports, but decreasing federal and State funding levels will have an impact on aviation infrastructure, the economy and our global competitive advantage in aviation.

BRIDGES. Illinois is the cross roads for the movement of goods for a large part of the country, and Illinois has the 3rd largest bridge inventory in the nation. Regrettably, 16% of Illinois’ bridges are classified as structurally deficient or functionally obsolete. While it is encouraging that the percentages of structurally deficient and functionally obsolete bridges in Illinois are lower than the national average, inevitable increases in the number of trucks and axle loads will degrade roads and bridges more rapidly. A targeted investment strategy is necessary to further decrease the number of structurally deficient and functionally obsolete bridges in the State.

DAMS. Dams in Illinois supply communities with water, create recreational lakes, and provide much needed flood control. Illinois has 1,759 State-regulated dams. The overall condition of dams in Illinois is well above average and the State Dam Safety program is strong. However, there are a number of older dams that were not issued permits. This is a concern because the condition and level of risk posed from these dams are unknown. Many dams are decades old and long-term funding for repair and replacement is a key issue. Increased funding for the State program to bring the ratio of dams being managed by each dam safety employee more in line with the national norms is recommended.

DRINKING WATER. In 2011, Illinois estimated that the drinking water systems needed an investment of \$19 billion over the next 20 years to replace aging facilities and comply with safe drinking water regulations. However, over that same time period the water quality compliance rate has increased from 93.9% to 96.5%. Through programs such as the Clean Water Initiative, Public Water Supply Loan Program, and the Green Infrastructure for Clean Water Act, Illinois has begun to make steps to improve its drinking water infrastructure. The City of Chicago Department of Water Management’s recently adopted 10-year plan for replacing aged water lines is a good step forward. These new efforts benefit our drinking water infrastructure; however, there is still a very long way to go.

NAVIGABLE WATERWAYS. The Mississippi River, Illinois River, Ohio River, and Lake Michigan locks near Chicago provide vital commercial shipping links for goods to travel throughout Illinois as well as the entire country. About 116 million tons of commodities are shipped annually on the 1,118 miles of Illinois’ inland waterways, totaling more than \$23 billion. Much of the system was built in the 1930s with a 50-year design life and is now in desperate need of upgrades, rehabilitation, and repair. An unreliable lock and dam system and inadequate funding threaten the future viability of the State’s navigable waterway infrastructure which is a key to a national and global competitive shipping advantage.

RAIL. The Illinois rail network is the 2nd largest in the country, and Chicago is the single largest rail hub in the nation. Ridership in Illinois has increased 85% between 2006 and 2011. Every day 500 freight trains with 37,500 cars and 700 passenger and commuter lines pass through Chicago. In 2013, Amtrak recorded its highest year of ridership ever with 6 million Illinois riders. Both freight rail and passenger rail have been investing heavily in their tracks, bridges, and tunnels as well as adding new capacity for freight and passengers bringing a grade improvement. However, rail freight volume is expected to double by 2025, causing congestion and delays unless continued investments are made. Congestion on the State’s rail system costs millions of dollars in shipping delays and causes substantial noise and air pollution as trains idle for hours waiting for track clearance. Future rail investment needs are estimated at \$20.5 billion.

ROADS. Between 1990 and 2012, vehicle travel on Interstate highways in Illinois increased 25%, while the population grew by 13% and lane miles added grew by just 11%. Severe traffic congestion costs Illinois’ economy billions of dollars in lost productivity each year. Congestion is estimated to cost \$4 billion annually for the Chicago area alone, and 42% of Illinois’ major roads are in poor or mediocre condition. Driving on these roads costs Illinois motorists \$3.7 billion a year in extra vehicle repairs and operating costs. Significant investments have been made by the Illinois Tollway and IDOT since the 2010 Report Card, but these funding sources must be supplemented with a long term sustainable funding source at the State and federal level. Illinois’ poor roads will continue to hinder the State’s ability to spur economic growth and build sustainable, efficient communities.

TRANSIT. Varied transit systems ease congestion and provide a diversity of options for Illinois families and workers. The need to invest in transit will only grow as demand rises. The current capital needs for transit systems in Northeastern Illinois are over \$2 billion annually, and transit ridership in the region is 5% higher than in 2010. The dramatic growth in intra-suburban commuting is a major transit challenge; however, the cost of gasoline, growing environmental concerns, and worsening roadway congestion make efficient and upgraded transit systems valuable. Much of the infrastructure for a world-class transit system, particularly in Northeastern Illinois, is in place, but it has suffered as a result of age and lack of funding. The Chicago region under-spends on transit operations and capital compared to both national and international cities. The estimated need to bring the Chicago region’s transit to a state of good repair over the next ten years has risen to \$30.9 billion in 2012 from \$26.1 billion in 2010.

WASTEWATER. Many wastewater management systems in Illinois are more than 100 years old and continue to serve Illinois families and businesses. Currently, the EPA estimates that Illinois must invest \$17.5 billion over the next 20 years to replace existing systems and build new ones to meet increasing demands. Federal assistance alone cannot be expected to meet Illinois’ needs. Financial shortfalls will need to be funded by the State of Illinois and its ratepayers if Illinois hopes to maintain the necessary infrastructure to meet its growing population. The Illinois Clean Water Initiative has recently been expanded and time will tell if it can lead to progress toward meeting this vast need.

14-008

SUMMARY

Every family, every community and every business needs infrastructure to thrive. Infrastructure encompasses: your local drinking water supply to the Illinois River; the subway car you take to work to the rail lines spanning the State; and the street in front of your home to the interstate highway system.

A panel of Professional Civil Engineers and American Society of Civil Engineers (ASCE) members throughout the State graded each infrastructure category according to the following eight criteria: capacity, condition, funding, future need, operation and maintenance, public safety, resilience, and innovation. In 2010, the Infrastructure Grade for Illinois was a D+, reflecting delayed maintenance and underinvestment across most categories.

Now the 2014 Report Card Grades are compiled, and the Illinois cumulative grade for infrastructure rose slightly to a C-. The 2014 Report Card demonstrates that we can improve the current condition of Illinois infrastructure — when investments are made and projects move forward, the grades improve. For example, greater public and private investment for efficiency, connectivity and safety brought improvements in the rail category; renewed efforts in Chicago and across the State helped replace some of our oldest water assets; and, several categories benefited from short-term boosts in funding from the *Illinois Jobs Now!* initiative. However, in categories where we have underinvested or our commitment remains uncertain, the grades have remained unacceptably low.

We know that investing in infrastructure is essential to support healthy, vibrant communities. Infrastructure is also critical for long-term economic growth, employment, household income, exports and re-establishing our State's competitive advantage. The reverse is also true — without prioritizing our State's infrastructure needs, deteriorating conditions can become a drag on the economy. Families, businesses and commerce will move elsewhere.

While the modest progress is encouraging, there is much work left to be done. It is clear that we have a significant backlog of overdue maintenance across our infrastructure network, a pressing need to build modern and resilient systems, and an immense opportunity to create reliable, long-term funding sources to avoid wiping out our recent gains.

To raise our infrastructure grades, we need to create sustainable infrastructure investment programs that plan for the future Illinois we want our children to live in, and continue the positive momentum we have seen over the past four years.

"You cannot escape the responsibility of tomorrow by evading it today."

-Abraham Lincoln

ASCE

ILLINOIS SECTION

2014 REPORT CARD

Illinois INFRASTRUCTURE

ASCE's *Report Card for Illinois Infrastructure* seeks to inform the public and policy makers about the condition of the State's infrastructure and how to improve it.

MONTGOMERY COUNTY, ILLINOIS

**Selected Financial Information
for
Presentation to
Montgomery County Board**

November 30, 2013

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2013

Assessed Valuation

- 2009	\$ <u>381,876,827</u>
- 2010	\$ <u>385,863,719</u>
- 2011	\$ <u>391,401,353</u>
- 2012	\$ <u>394,639,853</u>

General Fund

Net change in fund balance

		Coal Rights	<u>Principal</u>	<u>Interest</u>
11/30/04	\$ <u>440,441</u>		\$ 500,000	\$ -
11/30/05	\$ <u>(133,056)</u>		500,000	-
11/30/06	\$ <u>31,141</u>		-	-
11/30/07	\$ <u>2,439,897</u>		1,900,000	564,000
11/30/08	\$ <u>(454,542)</u>		-	-
11/30/09	\$ <u>587,698</u>		1,000,000	192,000
11/30/10	\$ <u>(436,725)</u>		1,000,000	132,000
11/30/11	\$ <u>(65,992)</u>		1,200,000	72,000
11/30/12	\$ <u>(2,381,688)</u>		-	-
11/30/13	\$ <u>(1,101,145)</u>		-	-
			\$ <u>6,100,000</u>	\$ <u>960,000</u>

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2013

<u>General Fund</u>	<u>2013</u>		<u>2012</u>	
Revenues:				
Property taxes	\$ 857,027	14.65%	\$ 878,925	14.69 %
Interest and costs	4,266	.09	15,679	.25
Sales taxes	1,704,101	29.13	1,285,790	21.49
Income	727,309	12.43	709,664	11.86
Replacement, inheritance and real estate transfer	176,708	3.02	284,729	4.76
Fines, fees and licenses	1,751,443	29.94	1,903,477	31.81
Miscellaneous	73,234	1.25	94,893	1.59
Reimbursed expenses and intergovernmental	<u>555,130</u>	<u>9.49</u>	<u>810,485</u>	<u>13.55</u>
Total revenues	<u>5,849,218</u>	<u>100.00%</u>	<u>5,983,642</u>	<u>100.00%</u>
Expenditures:				
Building and grounds	323,442	4.73%	512,750	6.03 %
County Clerk	259,707	3.80	254,763	3.00
Treasurer	203,575	2.98	223,499	2.63
Coroner	93,948	1.37	122,425	1.44
Regional Superintendent	70,830	1.04	67,294	.79
Supervisor of Assessments	213,288	3.12	239,404	2.82
Board of Review	25,277	.37	33,144	.39
County Board	108,923	1.60	97,590	1.15
Information System	126,753	1.86	128,293	1.51
Media Archives	-	-	-	-
Election	116,412	1.70	160,165	1.88
General Administrative	972,085	14.21	1,131,966	13.31
Geographic Information System	61,385	.90	57,326	.67
Judges	3,352	-	2,454	-
State's Attorney	384,668	5.62	404,129	4.75
Circuit Clerk	265,192	3.88	311,385	3.66
Probation	309,672	4.53	301,484	3.55
Public Defender	175,191	2.56	206,138	2.42
Jury and jurors	139,861	2.04	148,730	1.75
Sheriff	2,275,671	33.25	2,271,094	26.71
Emergency Services	57,673	.84	72,346	.86
Ambulance	54,124	.79	50,610	.60
Animal Control	91,469	1.34	76,456	.90
Capital Improvement	140,281	2.05	1,054,105	12.40
Emergency Telephone	-	-	85,710	1.01
Economic and infrastructure development	30,848	.45	11,904	.14
Coordinated Services	74,376	1.09	78,171	.92
Solid Waste	43,925	.64	42,965	.51
Recycling	<u>221,384</u>	<u>3.24</u>	<u>356,504</u>	<u>4.20</u>
Total expenditures	<u>6,843,312</u>	<u>100.00%</u>	<u>8,502,804</u>	<u>100.00%</u>
Excess (deficiency) of revenues over expenditures	(994,094)		(2,519,162)	
Transfers	(107,051)		40,000	
Insurance proceeds	-		<u>97,474</u>	
Net change in fund balance	<u>\$ (1,101,145)</u>		<u>\$ (2,381,688)</u>	
Fund Balance, end of year	<u>\$ 1,263,246</u>		<u>\$ 2,364,391</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2013

Public Health

	<u>2013</u>		<u>2012</u>	
Revenues:				
Taxes	\$ 422,946	14.43%	\$ 420,192	15.26%
Fees and miscellaneous	208,505	7.12	253,840	9.22
Intergovernmental	2,296,194	78.35	2,074,228	75.34
Interest	<u>3,007</u>	<u>.10</u>	<u>4,851</u>	<u>.18</u>
Total revenues	<u>2,930,652</u>	<u>100.00%</u>	<u>2,753,111</u>	<u>100.00%</u>
Expenditures	<u>2,874,081</u>		<u>2,854,249</u>	
Net change	\$ <u>56,571</u>		\$ <u>(101,138)</u>	

County Highway

Revenues	\$ 1,968,748	\$ 3,290,502
Expenditures	<u>1,946,367</u>	<u>3,622,225</u>
Net change	\$ <u>22,381</u>	\$ <u>(331,723)</u>

Montgomery County, Illinois

General Fund Balance

Revenues	\$ 5,850,000
Expenditures and transfers	<u>6,950,000</u>
Net change	\$ <u>(1,100,000)</u>
Fund balance	\$ <u>1,260,000</u>

County will eliminate the General Fund Balance in one more year.

One year expenditures	\$ 6,950,000	Monthly average	\$579,000
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Fund balance - adequate reserve

30%	2,085,000
40%	2,780,000
50%	3,475,000

Coal Royalties Fund Balance

Determine adequate reserve	\$ 3,500,000
Coal Royalties Fund Balance	<u>2,921,194</u>
Amount needed	(578,806)
Estimated available for next year	<u>2,000,000</u>
Maximum available to spend	\$ <u>1,421,194</u>

Prioritize for capital outlay and infrastructure -

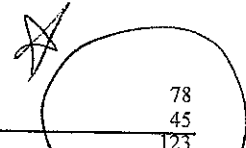
General Fund is spending over \$1,000,000 to fund current level services.

CONSOCIATE

Montgomery County Reinsurance Proposal Exhibit

No Laser Proposal 50% Cap
Lasers placed upon initial underwriting years

Single	78	78	78	78
Family	45	45	45	45
Total	123	123	123	123



		SOLD 3/31/14			
		Option 1	Option 2	Option 3	
		Consociate Group IHC RAS/Monumental Consociate Care Current	Consociate Group IHC RAS/Monumental Consociate Care Proposed	Consociate Group IHC RAS/Monumental Consociate Care Proposed	Consociate Group IHC RAS/Monumental Consociate Care Proposed
TPA					
Carrier					
PPO					
SPECIFIC STOP LOSS					
Annual Maximum		\$2,000,000	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Covered Benefits		Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx
Specific Deductible		\$60,000	\$60,000	\$65,000	\$70,000
Aggregating Specific		\$125,000	\$125,000	\$125,000	\$125,000
Contract Basis		24/12	24/12	24/12	24/12
AGGREGATE STOP LOSS					
Aggregate Excess Limit		\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Covered Benefits		Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx
Contract Basis		24/12	24/12	24/12	24/12
FIXED COSTS					
Specific Premium	Single	73.01	88.83	82.55	76.93
	Family	167.50	195.79	183.15	171.81
Aggregate Premium	Single	6.77	6.77	8.58	8.64
	Family	6.77	6.77	8.58	8.64
Claims Administration	Single	16.50	16.50	16.50	16.50
	Family	16.50	16.50	16.50	16.50
COBRA / HIPAA / Medicare	Single	0.75	0.75	0.75	0.75
	Family	0.75	0.75	0.75	0.75
UR / Precert	Single	5.35	5.35	5.35	5.35
	Family	5.35	5.35	5.35	5.35
PPO Access	Single	4.50	4.50	4.50	4.50
	Family	4.50	4.50	4.50	4.50
Reinsurance Administration	Single	11.97	14.34	13.67	12.84
	Family	26.14	30.38	28.76	27.07
PROJECTED FIXED COSTS (based on initial enrollment)					
REINSURANCE PREMIUMS	Monthly	16,174.74	19,057.80	18,096.39	17,013.92
	Annual	194,096.86	228,693.60	217,156.66	204,167.00
ADMINISTRATION COSTS	Monthly	3,333.30	3,333.30	3,333.30	3,333.30
	Annual	39,999.60	39,999.60	39,999.60	39,999.60
TOTAL FIXED COSTS	Monthly	19,508.04	22,391.10	21,429.69	20,347.22
	Annual	234,096.46	268,693.20	257,156.26	244,166.60
PROJECTED VARIABLE COSTS (maximum claim funding, based on a 25% corridor of expected claims)					
AGGREGATE CLAIMS FACTORS	Single	607.59	701.39	710.48	719.57
	Family	1,366.86	1,558.09	1,578.40	1,598.71
TOTAL VARIABLE COSTS	Monthly	108,900.72	124,822.47	126,445.44	128,068.41
	Annual	1,306,808.64	1,497,869.64	1,517,345.28	1,536,820.92
EXPECTED CLAIMS COSTS					
EXPECTED CLAIMS FACTORS	Single	486.07	561.11	568.38	575.66
	Family	1,093.49	1,246.47	1,262.72	1,278.97
TOTAL EXPECTED CLAIMS	Monthly	87,120.58	99,857.98	101,156.35	102,454.73
	Annual	1,045,446.91	1,198,295.71	1,213,876.22	1,229,456.74
PROJECTED MAXIMUM LIABILITY (fixed + variable costs, based on initial enrollment)					
TOTAL MAXIMUM COSTS	Monthly	128,408.76	147,213.57	147,875.13	148,415.63
	Annual	1,540,905.10	1,766,562.84	1,774,501.54	1,780,987.52
ADDITIONAL LIABILITY (Lasers and Aggregating Specific Deductibles)					
Aggregating Deductible		125,000.00	125,000.00	125,000.00	125,000.00
ADDITIONAL LIABILITY		125,000.00	125,000.00	125,000.00	125,000.00
TOTAL MAXIMUM LIABILITY		1,665,905.10	1,891,562.84	1,899,501.54	1,905,987.52
FSA		6,000.00	6,000.00	6,000.00	6,000.00
Employer Paid Life		6,214.00	6,214.00	6,214.00	6,214.00
Voluntary Life		33,460.52	33,460.52	33,460.52	33,460.52
PICORI (ACA FEE)		0.00	204.00	204.00	204.00
Reinsurance Transitional Fee (ACA FEE)		0.00	12,852.00	12,852.00	12,852.00
Total Plan Cost and Max. Liability		1,711,579.62	1,950,293.36	1,958,232.06	1,964,718.04

MONTGOMERY COUNTY
RESOLUTION FOR REVIEW OF CURRENT
911 STATUTORY PROVISIONS
RESOLUTION NO. 14-1

WHEREAS, there exists in the State of Illinois a need for its citizens to quickly and efficiently communicate with providers of emergency services; and

WHEREAS, the State of Illinois, in conjunction with its units of local government, has attempted to address these needs by the creation of the Emergency Telephone System Act of 1979 and the Wireless Emergency Telephone Safety Act of 1999; and

WHEREAS, the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act are collectively referred to as the "911 Systems"; and

WHEREAS, the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act, or 911 Systems, are currently funded at levels that are inadequate to meet the demands and obligations for maintaining and improving these Systems; and

WHEREAS, with the increased societal use of wireless communication devices and the decline of landlines, there is a marked decline in the required revenues to support the 911 Systems and the ability to adequately serve the citizens of Illinois;

THEREFORE, Montgomery County Board urges the Illinois General Assembly to review all potential funding options for the continued viability of the 911 Systems; to grant counties with 911 Systems the appropriate revenues to not only support the current system but the continued anticipated growth in the 911 Systems; extend the current Wireless Emergency Telephone Safety Act to pay each and every county the same amount for cell phones as they get for landlines. This amount of money would be billed and given to each county by zip code to support the various boards established under the Emergency Telephone System Act who have the responsibility for planning 911 Systems; coordinating and supervising implementation, upgrading and maintaining of the Systems; and implementation of the next generation 911. Should the State of Illinois determine a need for revenue from the 911 Systems, then an additional fee should be included.

ADOPTED THIS 8th day of April, 2014 by the Montgomery County Board.

By: Mary Bethurst, Vice Chairman
Roy Hertel, Montgomery County Board Chairman

Attest: Sandy Leitheiser
Sandy Leitheiser, Montgomery County Clerk & Recorder

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 Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) 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 and Downstate Public Transportation funds.

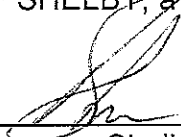
And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

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 and Downstate Public Transportation Act 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, but may provide match as desired.
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.

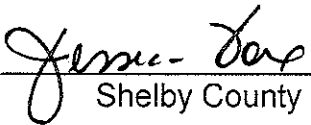
- 9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
- 10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, 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: 

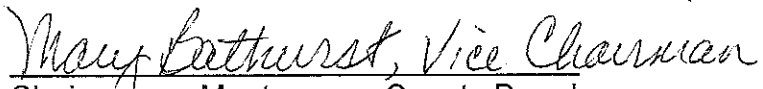
 Chairperson, Shelby County Board

ATTEST:



 Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By: 

 Chairperson, Montgomery County Board

ATTEST:



 Montgomery County Clerk

Ordinance

ORDINANCE NUMBER 14-2
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Montgomery County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Montgomery County limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Montgomery County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

Section 2. The County Clerk of the County of Montgomery shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Montgomery County a Grant Application to the Illinois Department of Transportation.

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

PASSED by the Chairman and the Board of Montgomery County on the 8th day of April, 2014, and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 21

PRESENT 18

AYE 18

NAY 0

Sandy Luthersed

Clerk of Montgomery County, Illinois

APPROVED by the Chairman of the Montgomery County Board, this 8th day of April, 2014.

Mary Bethurst, Vice Chairman

Chairman of Montgomery County, Illinois

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD
DATE (REV. April 2014)

ALL UTILITIES

AMEREN ILLINOIS
AMERICAN MESSAGING
SANTANNA ENERGY SERVICES
HOMEFIELD ENERGY (revised April 2014)
CONSOLIDATED COMMUNICATIONS
CITY OF HILLSBORO
VERIZON WIRELESS
MJM ELECTRIC
AT & T MOBILITY
M & M SERVICE
STEWART SANITATION
TECH ELECTRONICS, INC.
FRONTIER

POSTAGE

U.S. POST OFFICE
UPS
L DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
FRANCOTYP-POSTALIA MAILING SOLUTIONS
UNITED OFFICE SYSTEMS

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM
INTERPRETERS & TRANSCRIPTS
ALL JUDGE SIGNED VOUCHERS

CONTRACTUAL AND LEASE SERVICES

CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS
PUBLIC BUILDING COMMISSION
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
HARRIS
CORRECTIONAL HEALTHCARE CO., INC.
ICOH USA, INC.
MONTGOMERY COUNTY FARM BUREAU
SNAP FITNESS (revised April 2014)

OTHER

MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (495, 496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
COUNTY BOARD MEMORIAL FUND
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
MONTGOMERY COUNTY LIQUOR COMMISSIONER
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
U OF I EXTENSION OFFICE
ELECTION POLLING PLACES RENT
ELECTION & PROCESSING JUDGES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
VETERANS ASSISTANCE COMMISSION
CRIMINAL BACKGROUND CHECK FEES
MONTGOMERY COUNTY HEALTH DEPARTMENT

PAYROLL/SALARY/INSURANCE

- INSURANCE
- SOCIAL SECURITY
- IRS-941
- DEDUCTION CHECKS
- REIMBURSE SALARIES
- CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
- RETIREE INSURANCE PLAN

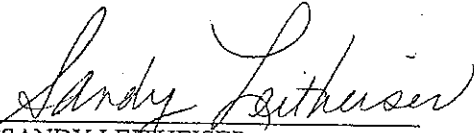
DISCLAIMER

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

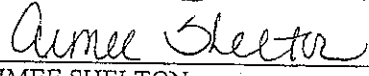
DATED APRIL 8, 2014



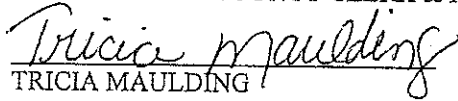
 RON JENKINS
 MONTGOMERY COUNTY TREASURER



 SANDY LEITHEISER
 MONTGOMERY COUNTY CLERK & RECORDER



 AIMEE SHELTON
 ASSISTANT COUNTY TREASURER



 TRICIA MAULDING
 ACCOUNTS PAYABLE DEPT. HEAD

Revised 5/7/14

What is the most pressing capital improvement the county government needs to make to its own assets within the next 3 years?

THEME	RESPONSE
Roads	80,000 lb. road network
Reducing overall Costs through Efficiency Measures	<ol style="list-style-type: none"> 1. Obtain land by leasing, or buying to be enjoyed by all of the residents of Montgomery County (walking, biking trails, Route 66 Prairie) 2. Expand the county jail to comply with state standards to house juveniles and women. 3. Relocate the county Highway Department to new facilities. 4. Don't build any new facilities. 5. Reduce the number of facilities we own (animal shelter, annex), rent or lease. 6. While we have the money, maintain and improve our facilities so that they will last. For example, recycling can use more area under roof, better loading facilities but with automation can proceed with same number of employees. 7. Conduct an energy audit(s) and identify savings to be had from sealing, insulation (window quilts), smart thermostats, higher efficiency lights and air conditioning, geothermal heat and so on. 8. Audit/reduce the number of passenger vehicles owned. Reduce the practice of taking vehicles home. 9. Consolidate Emergency Planning services with 911 management.
Maintain Buildings/Assets	Pro active maintenance of existing county buildings/assets. New construction or expansion to be kept at a minimum.
Roads	Extend the Fillmore-Nokomis blacktop north to Rte 16 from Ed Gleick's Corner, East Union in Nokomis. This would eliminate truck traffic past schools and residential properties.
Buildings	Could be any number of things, depending on what fails first. (ex. roofs, HVAC, boilers, etc.)
Roads, then Jail	<ol style="list-style-type: none"> 1. Roads and bridges 2. Jail
Maintain Buildings, then roads	Maintain existing county buildings Maintain and improve roads and bridges.
Prioritize, then maintain	<ol style="list-style-type: none"> 1. Hire a contractor to assess all county buildings/st. and determine the needs and their priorities what needs to be done 2. Need a list of prior for roads and bridges 3. Need to apply for a grant to build a water line between Hillsboro and Litchfield 12" water line down Rt 16
Building Repair/Update	Jail roof, possible expansion (women) Seal historic courthouse brickwork Move Highway Dept. out of town
Jail	Add to the jail to house more female prisoners - new roof at the same time.

Maintenance, then roads, then jail	Roof new courthouse Tuckpoint old courthouse Roads and bridges that need to be fixed and pose safety hazards Jail expansion down the road?
Health and Safety	Health and safety criteria should guide the prioritization process.
Jail roof	As of present, the jail will soon need a new roof, we have put off tuckpointing the Historic Courthouse for a several years, and further down the line, the new courthouse will need a roof.
Historic Courthouse Tuckpoint, Sidewalks	Tuckpoint and waterproof old historic courthouse and new sidewalks around the Historic Courthouse.
Infrastructure	Every sector

What is the most important thing all Montgomery County residents and communities need to prepare for its (the county's) future after coal is gone?

THEME	RESPONSE
Workforce	Workforce training in new technology as well as softskill and variety of entrepreneurial and skill training for youth.
Local Gov. Self-Reliance (water resources, fiscal management)	Our county needs to prepare for less % of income from state and federal sources. Our county will be in an economic vice to fund pay and retirement for personnel. We must prepare to rely on ourselves so that we do not have to rely on the northern part of the state of federal government in any way. We need to prepare for higher rates of illness among the elderly, higher crime due to drugs, alcohol, legal pot, legal gambling (build that jail!) Obtain land by to be enjoyed by all of the residents of Montgomery County. Water shortage and quality will be a big issue in the next 100 years. If Montgomery County is to have a chance of economic development, we will have to have clean water and lots of it. The Montgomery County Lake should not be built for Mississippi River navigation (think Shelbyville), for Municipal water supply (Lake Lou, Glenn Shoals), or soil conservation/erosion control. Partnership with municipalities to build lakes for the purpose of drawing developers.
Workforce	Workforce development
Maintain Services	Maintaining the government and services to our communities.
Income Levels	Potential incomes to pay taxes and bills.
Workforce, then roads	1. Workforce development

	2. Roads and bridges
Employment	Employment
Scaling Back	Possibility of Higher Taxes and less services.
Reduction of County Services	The reduction of County services due to loss of revenue. Without coal money, there will have to be lay-offs.
Automation	We (county services) need to be fully automated so that fewer employees can provide the same services as the county provides today.
Workforce	Concentrate serious efforts on education through vocational training and workplace development. It is definitely needed for our area with high unemployment and students moving away for college and never returning home. Then, we need to help attract businesses that have better than minimum wage jobs for our county. We need to provide them with incentives and good resources so they want to build their businesses in Montgomery County.
Workforce	vocational center
Economic Development	That's difficult to say, because we don't know when that will be; it's hard to prepare for an event that may be tomorrow or may be 50 years from tomorrow. Bottom line, though, is we know it will end, and we know we must be ready. No matter when that happens, we can best prepare by investing in an economic development. That could take into account better roads, safe bridges, and revitalized business districts and industrial parks. I also believe property tax relief is an option; a county that can offer a lower tax rate is certainly a card to play in economic development.
Higher Taxes	Higher taxes.
Major cutbacks at county level. Economic development.	Major cutbacks at the county level. I feel we are overstaffed. We must be creative in how we attract business. Every county in this state is suffering, we must be ahead of everyone around us. We must invest in economic development. If not we will continue to fall. We have to stop giving raises every year to all county employees. I challenge anyone to find any other agency that give employees a 4% increase every year.

How many pennies of every dollar of coal royalties should be set aside for the following?

Capital Improvement of County-Owned Facilities	Long-Term Improvements to Match Community and Organizational Efforts Across the County	Reserve	Transfer Out for Operating Funds (Salaries, Insurance, Pensions)	TOTAL
25	33	25	17	100
20	50	10	20	100
10	40	40	10	100
30	10	30	30	100
12.5	12.5	25	50	100
25	33	17	25	100
20	30	10	40	100
10*	10*	20*	60*	100
16.5	16.5	33	33	99
33		33	33	99
25	25	25	25	100
20	20	40	20	100
10	50	40	0	100
TOTAL 257	330	348	363	1298
AVERAGE 19.77	25.38	26.77	27.92	99.84

Qualifying Statements about allocations:

Capital Improvements – ¼ million if you are using \$2 million for royalties estimate

Long-Term Improvements – “substantial matching funds should be available to communities willing to build water impoundments and manage development around them.

- ¼ million if you are using \$2 million for royalties estimate

- Only as a loan to communities to help them meet grant requirements.

Reserve – difficult to answer because focus may be short term because of changes in leadership. I favor getting the \$ “out there” and working for us now.

- 1/2 million if you are using \$2 million for royalties estimate
- Refer to as "Rainy Day Fund"

Transfer for Operating – Reality dictates this will claim funds first. Pressure will build for more and more "Transfers Out." Get the \$ "out there" and working for us now.

- Don't know % needed if \$1 million in the red.
- *\$100,000/month from Coal Royalties for day to day operations. Then what is left 1/2 will go to reserve and then split the remaining into #1 and #2.

"I know we're looking for percentages here, but I don't look at it that way. For instance, if Chrysler announces they want to build a new factory somewhere in the county, that would trump everything and every penny should go toward the infrastructure for that project. If bricks start falling off the Historic Courthouse tomorrow, then that becomes a priority. After we have achieved the \$3.5 million reserve, I think we need to have a list, and every year re-prioritize the list, and tackle as many projects as we can from that list."

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-01

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

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

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

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

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

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

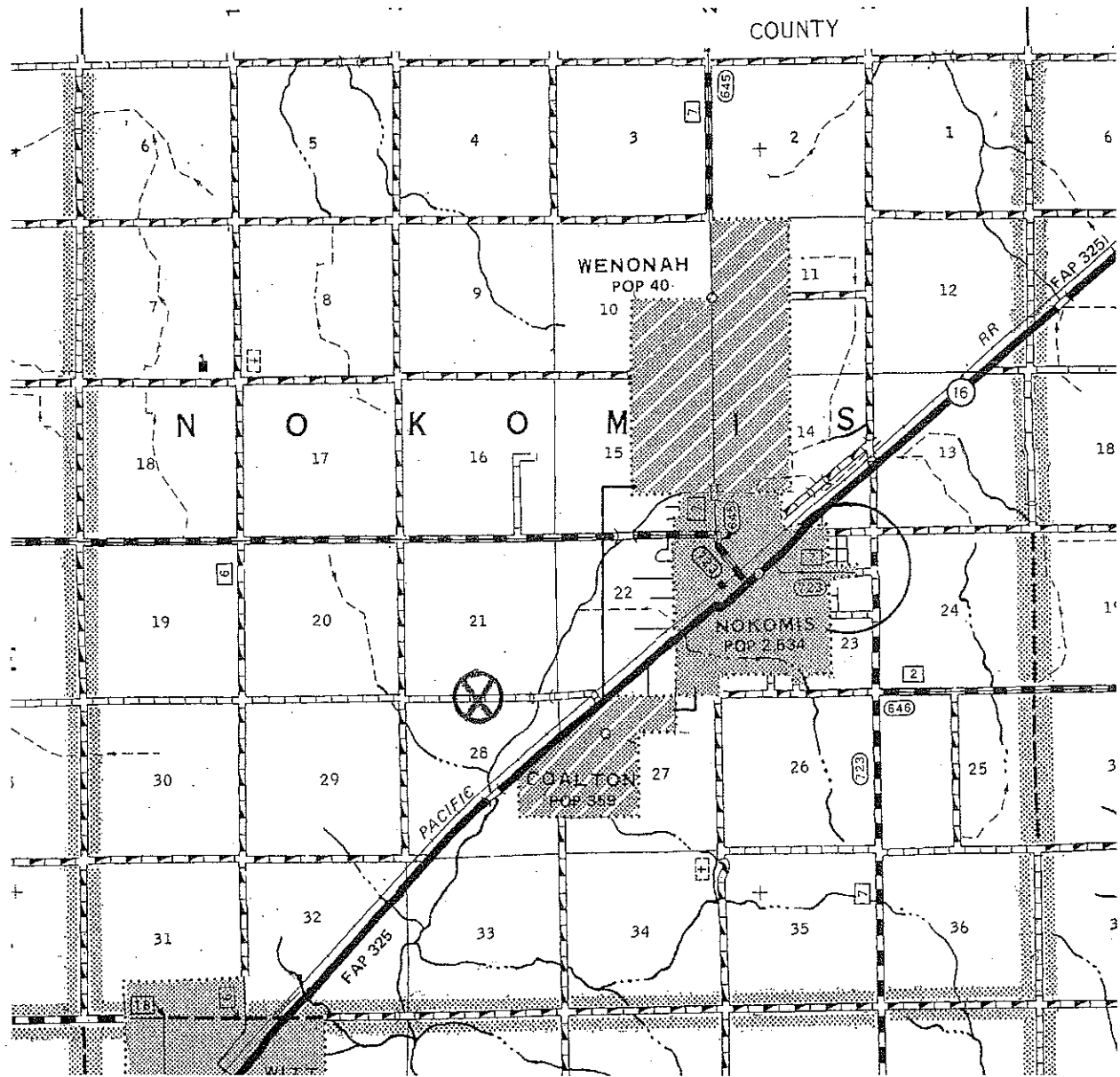
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1112 B-CA N 20 th Ave	Nokomis Road District	50 %	2,800.00
	Montgomery County	50 %	2,800.00
TOTAL =		100 %	\$ 5,600.00

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

Approved and adopted by the Montgomery County Board this 13th day of May, 2014:


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



Resolution No. 2014-3County of Montgomery
State of Illinois**A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation**

Whereas the County of Montgomery, of the State of Illinois (hereinafter "County") is a County of the State of Illinois and duly constituted public agency of the State of Illinois, and; Whereas the County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the County, and;

Whereas the County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and; Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this County recognizes the need for our specific County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" or

and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time, Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

a. Authorization to enter into a Certain Agreement. The Montgomery County Board Chairman of this County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."

b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.

c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this 13th day of May, 2014.

Ayes: 19
Nays: 0
Absent: 2
Abstain: 0

Approved this 13th day of May, 2014


Montgomery County Board Chairman Roy Hertel

Attest:

Montgomery County Clerk Sandy Leitheiser

RESOLUTION NUMBER 04-14-002**AMENDMENT TO DELINQUENT TAX PROGRAM AGREEMENT**

WHEREAS, in accordance with previous resolutions this County Board of Montgomery County, Illinois, and Joseph E. Meyer have heretofore entered into a written agreement dated 10/11/2011, as well as subsequent written amendments and addenda thereto, all being hereinafter collectively referred to as "the Agreements"; and

WHEREAS, pursuant to the Agreements Mr. Meyer acts as Tax Agent on behalf of this County Board in the operation of the delinquent tax liquidation program established pursuant to Illinois statute and governed by the Agreements; and

WHEREAS, Mr. Meyer has incorporated his business enterprise as an Illinois domestic corporation with the name "Joseph E. Meyer & Associates, Inc.", and desires to continue to furnish services under the Agreements through said corporate entity, and also desires that said corporation be expressly substituted as Tax Agent under the Agreements; and

WHEREAS, Mr. Meyer desires and requests the consent of this County Board to this action; and

WHEREAS, this County Board finds that the actions proposed by Mr. Meyer should be approved and ratified;


NOW, THEREFORE, BE IT RESOLVED that this County Board of Montgomery County, Illinois, hereby EXPRESSLY CONSENTS TO, RATIFIES AND APPROVES the assignment and delegation by Joseph E. Meyer of all of his rights and liabilities under the Agreements to Joseph E. Meyer & Associates, Inc., an Illinois corporation; and

BE IT FURTHER RESOLVED that Joseph E. Meyer & Associates, Inc., an Illinois corporation, is hereby substituted as "Agent" and as "Tax Agent" within the Agreements for all intents and purposes, and that the Agreements are deemed amended by reference as of the effective date of the assignment and delegation; and

BE IT FURTHER RESOLVED that as amended hereby the Agreements shall remain in full force and effect according to the terms thereof.

Passed by the Montgomery County Board on 5/13, 2014.


Montgomery County Board Chairman


Attest: Montgomery County Clerk

I am pleased to announce that we are changing our corporate structure. As part of this process, I need to assign my interest in the county contract to *Joseph E Meyer and Associates, Inc.* This will not affect our services or procedures in any way. Other than the name, there will be no noticeable changes. However, it does require a technical update to the contract.

Please find attached a Resolution ratifying the assignment and updating the contract.

Thanks,

Joe Meyer

*Okayed By
Asst. State
Atty
Betsy Wilson
sr*

FILED
APR 04 2014
Sandy Little COUNTY CLERK

*for June
CB
meeting*

04-14-001

RESOLUTION

0813053



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

FILLMORE TOWNSHIP

PERMANENT PARCEL NUMBER: 18-26-128-002

As described in certificate(s) : 2009-00299 sold November 2010

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Ricky Dale McDonald Sr., has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, Joseph E. Meyer, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of May, 2014

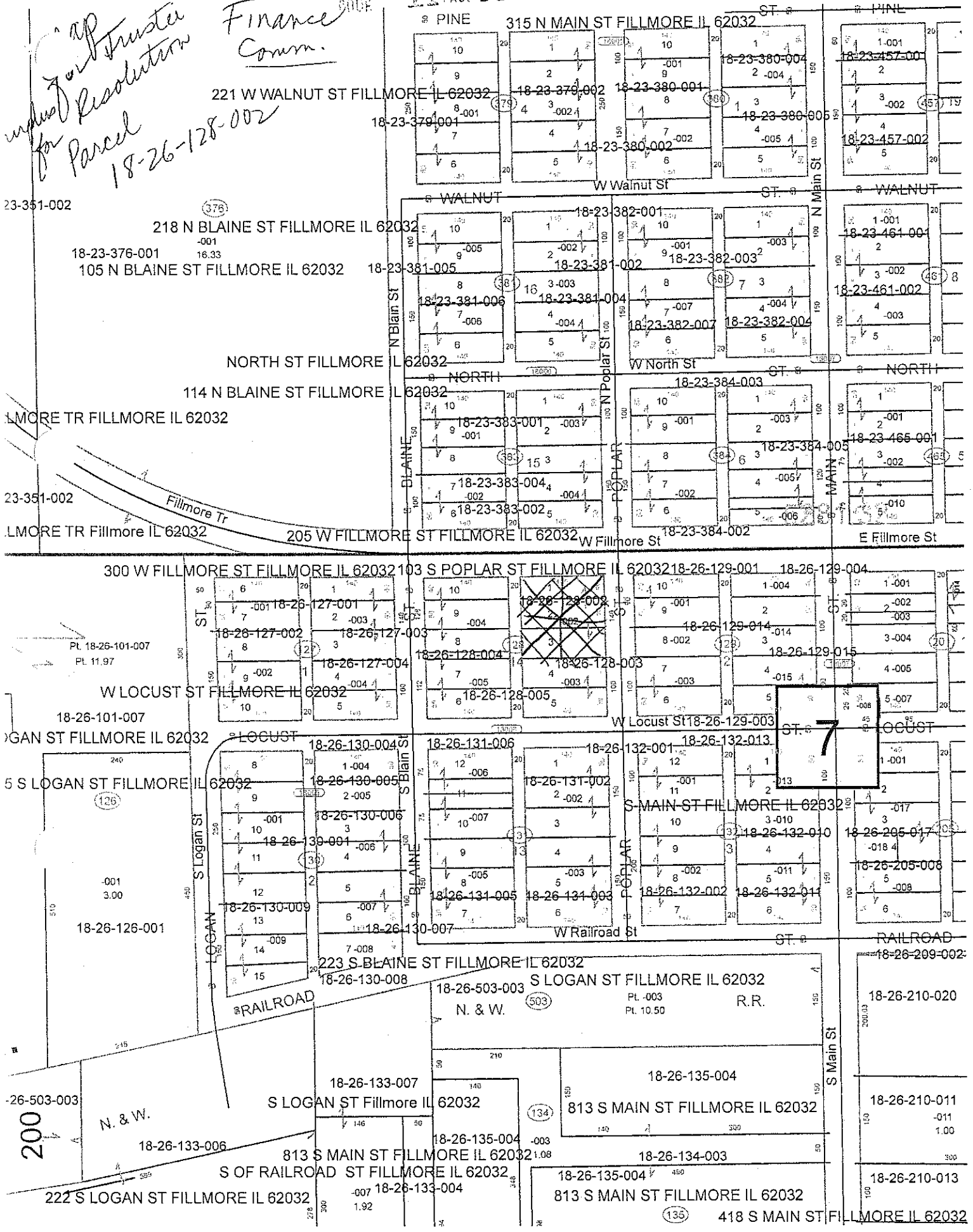
ATTEST:

Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

Handwritten notes:
AP Trustee
Resolution
for Parcel
18-26-128-002

Handwritten notes:
Finance Comm.



7

200

N. & W.

222 S LOGAN ST FILLMORE IL 62032

418 S MAIN ST FILLMORE IL 62032

**COAL MINE ROYALTY
DISPOSITION OF FUNDS**

Accounts

Month	Royalty Payment	Rain Day			Operating / Maintenance			Capital Improvement			Interest	Reconciled Bank Balance
		Deposit Revenue	Expense	Balance	Deposit Revenue	Loan / Expense	Balance	Deposit Revenue	Expense	Balance		
12/01/13		-	-	\$2,921,193.80	-	-	-	-	-	-	-	\$2,921,193.80
Dec-13	441,269.53	170,634.77	-	170,634.77	100,000.00	(2,000.00)	98,000.00	170,634.77	-	170,634.77	908.07	\$3,361,371.40
Jan-14	273,083.85	86,541.93	-	(650,000.00)	100,000.00	(750,000.00)	(650,000.00)	86,541.93	-	86,541.93	911.35	\$2,885,366.60
Feb-14	302,876.64	101,438.32	-	100,000.00	100,000.00	-	100,000.00	101,438.32	-	101,438.32	892.14	\$3,189,135.38
Mar-14	219,025.41	59,512.71	-	100,000.00	100,000.00	-	100,000.00	59,512.71	-	59,512.71	969.48	\$3,409,130.27
Apr-14	317,136.03	108,568.02	-	(375,000.00)	100,000.00	(475,000.00)	(375,000.00)	108,568.02	-	108,568.02	-	\$3,251,266.30
May-14	-	-	-	-	-	-	-	-	-	-	-	\$3,251,266.30
Jun-14	-	-	-	-	-	-	-	-	-	-	-	\$3,251,266.30
Jul-14	-	-	-	-	-	-	-	-	-	-	-	\$3,251,266.30
Aug-14	-	-	-	-	-	-	-	-	-	-	-	\$3,251,266.30
Sep-14	-	-	-	-	-	-	-	-	-	-	-	\$3,251,266.30
Oct-14	-	-	-	-	-	-	-	-	-	-	-	\$3,251,266.30
Nov-14	-	-	-	-	-	-	-	-	-	-	-	\$3,251,266.30
Total	\$1,553,391.46	\$526,695.73	\$0.00	\$526,695.73	\$500,000.00	(\$1,227,000.00)	\$2,194,193.80	\$526,695.73	\$0.00	\$526,695.73	\$3,681.04	

Beginning 12/01/13 there is to be \$100,000 (minimum) deposited to the Operating and Maintenance Account from each Royalty Payment received. The remainder of that Royalty Payment is to be divided equally to the Rain Day Account and Capital Improvement Account. If the Royalty Payment received is less than \$100,000 the amount needed to equal \$100,000 will be drawn equally from the Rain Day Account and Capital Improvement Account.

**COAL MINE ROYALTY
DISPOSITION OF FUNDS**

Month	Royalty Payment	Coal Royalty Fund			County Improvement Fund		
		Deposit Revenue	Loan / Expense	Balance	Deposit Revenue	Expense	Balance
12/01/13		-	-	\$2,921,193.80	-	-	-
Dec-13	441,269.53	441,269.53	(2,000.00)	439,269.53	-	-	-
Jan-14	273,083.85	182,966.18	(750,000.00)	(567,033.82)	90,117.67	-	90,117.67
Feb-14	302,876.64	202,927.35	-	202,927.35	99,949.29	-	99,949.29
Mar-14	219,025.41	146,747.02	-	146,747.02	72,278.39	-	72,278.39
Apr-14	317,136.03	212,481.14	(475,000.00)	(262,518.86)	104,654.89	-	104,654.89
May-14	-	-	-	-	-	-	-
Jun-14	-	-	-	-	-	-	-
Jul-14	-	-	-	-	-	-	-
Aug-14	-	-	-	-	-	-	-
Sep-14	-	-	-	-	-	-	-
Oct-14	-	-	-	-	-	-	-
Nov-14	-	-	-	-	-	-	-
Total	\$1,553,391.46	\$1,186,391.22	(\$1,227,000.00)	\$2,880,585.02	\$367,000.24	\$0.00	\$367,000.24

Beginning 01/01/14 there is to be 33% deposited to the County Improvement Fund from each Royalty Payment received. The remainder of that Royalty Payment is to be deposited into the Coal Royalty Fund.

Montgomery County Structural Improvement Notification Process

Step 1

Supervisor of Assessment Office receives information about the improvement which is then entered along with the parcel information a Notification number is assigned then forwarded to Step 2.

Step 2

Montgomery County Highway Engineer, to obtain Flood Plain & Subdivision Approval. Engineer determines if parcel is located in a flood plain and is compliant with the County Subdivision Ordinance then forward to Step 3. (Outside of corporate limits)

Step 3

Montgomery County Health Department determines if a Private Sewage Permit Application has been applied for, if needed then forwarded to Step 4.

Step 4

911 Office assigns new address or verifies the current address; enter Emergency Response Agencies then returns application to Supervisor of Assessments Office.

Supervisor of Assessments Office verifies that all pertinent information has been entered and approves the completed Notification which is then printed and mailed to applicant as well as the Township/Multi Township Assessor.

Step 5

Additional checklist needing completed after your address has changed.

Montgomery County Structural Improvement Assessment Office Work Sheet Instructions

Check the appropriate circle: On Worksheet

- Improvement to an existing structure only and a new 911 address is not needed
- New structure that will require a new 911 address (includes: houses, barns, sheds, etc.).

Enter Property owner name and address, improvement information, an estimated starting date and a cost estimate. The property number and legal description is available from the Supervisor of Assessments Office. Notification number will be assigned by the Supervisor of Assessments upon completion.

Return work sheet to the Supervisor of Assessments Office. Please call if you have any questions. Property owners can complete the worksheet by phone if they prefer.

Montgomery County

Supervisor of Assessments

1 Courthouse Square Room 201

Hillsboro, IL 62049

Phone: 217-532-9595

Fax: 217-532-9599

Email: assessor@montgomeryco.com

Executive Session Minutes Not Opened				April 2014	
Meeting	Date	SL	Summary	Status	Date Reviewed by Full Board
B & G Committee	10/12/12	X	Possible Litigation with Korte-Luitjohan re: change orders	OPEN	8/13/13
Personnel Committee	10/25/12	X	Job Study with Ron Duncan, U of I Extension	OPEN	8/13/13
Full Board Meeting	11/13/12	X	Sheriff's Local Laborers #773 Contract/ Local #397 Contracts - SOA, EMA & State's Attny.	OPEN	8/13/13
Personnel Committee	07/26/12	X	Grievance in the Sheriff's Dept.	Forever Sealed	5/13/14 Bd.
Personnel Committee	08/30/12	X	Grievance & Contract with Local Laborers #773 - Sheriff	OPEN	5/13/14 Bd.
Full Board Meeting	01/08/13	X	Possible Litigation with Labor Local #397 re: salary raises	Forever Sealed	5/13/14 Bd.
Personnel Committee	01/28/13	X	SOA Office Personnel and Specific Job Survey	Forever Sealed	5/13/14 Bd.
Personnel Committee	01/28/13	X	Personnel issues (conflict discussion with board member & union rep.)	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	02/11/13	X	Salaries for Union Negotiations with Circuit Clerk Union Local #148	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	02/25/13	X	Highway Dept. Union #1084	OPEN	5/13/14 Bd.
Personnel Committee	02/28/13	X	Job Study with Ron Duncan, U of I Extension	Forever Sealed	5/13/14 Bd.
R & B Committee	03/06/13	X	Highway Dept. Union #1084 (CD)	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	03/07/13	X	Circuit Clerk Union #148	Forever Sealed	5/13/14 Bd.
Personnel Committee	03/28/13	X	Salaries for SOA/EMA/States Attorney Union Local #397	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	04/18/13	X	Highway Dept. Union #1084 (CD)	Forever Sealed	5/13/14 Bd.
Spec. & Reg. Personnel Comr	04/25/13	X	SOA/EMA/States Attorney Union Local #397 & Circuit Clerk Union #148	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	05/06/13	X	Highway Dept. Union #1084	OPEN	5/13/14 Bd.
R & B Committee	05/08/13	X	Highway Dept. Union #1084 (CD)	Forever Sealed	5/13/14 Bd.
Full Board Meeting	05/14/13	X	Personnel Issues - SOA/EMA/State's Attorney Union Local #397	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	05/21/13	X	Circuit Clerk Union #148	Forever Sealed	5/13/14 Bd.
Coordinating Committee	05/28/13	X	Discussion on Appointed Officials	Forever Sealed	5/13/14 Bd.
Finance Committee	06/03/13	X	Personnel Issues and Salaries	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	06/06/13	X	Highway Dept. Union #1084 (CD)	Forever Sealed	5/13/14 Bd.
Full Board Meeting	06/11/13	X	Highway Dept. Union #1084	OPEN	5/13/14 Bd.
Special Personnel Committee	06/27/13	X	Circuit Clerk Union #148	Forever Sealed	5/13/14 Bd.
Finance Committee	07/01/13	X	Buyout/Severance Packages, Raises, MCEDC Executive Director	Forever Sealed	5/13/14 Bd.
Special Personnel Committee	07/08/13	X	Circuit Clerk Union #148	Forever Sealed	5/13/14 Bd.
Full Board Meeting	07/09/13	X	Salaries, Buyout/Severance Packages, Personnel-Circuit Clerk Union	Forever Sealed	5/13/14 Bd.
Personnel Committee	07/25/13	X	Personnel Issues - Appt. Officials, Maint. Personnel	Forever Sealed	5/13/14 Bd.
Special Finance Committee	08/12/13	X	Severance/Buyout Package	Forever Sealed	5/13/14 Bd.
Full Board Meeting	08/13/13	X	Personnel Issues, Salary Increases, Opening Executive Session Minutes	Forever Sealed	5/13/14 Bd.
Regular Personnel Committee	08/29/13	X	Unions Local #397, #148 and FPO	Forever Sealed	5/13/14 Bd.
Economic Development Comm	09/04/13	X	Discuss Property-EZ Business	OPEN	5/13/14 Bd.
Finance Committee	09/06/13	X	Severance/Buyout Package	Forever Sealed	5/13/14 Bd.
Full Board Meeting	09/10/13	X	Personnel, Property, Possible Litigation	Forever Sealed	5/13/14 Bd.
Personnel Committee	09/26/13	X	Union Negotiations with Local #397	Forever Sealed	5/13/14 Bd.
Full Board Meeting	10/08/13	X	Union Contracts Local #148 & #397	Forever Sealed	5/13/14 Bd.
Coordinating Committee	10/29/13	X	Discuss sale of property	Forever Sealed	5/13/14 Bd.
HWE Committee	11/07/13	X	Discuss property	Forever Sealed	5/13/14 Bd.
Full Board Meeting	11/12/13	X	Recycling Union Contract Local #773	OPEN	5/13/14 Bd.
Finance Committee	12/02/13	X	Discuss Salary of Chief Deputy in Circuit Clerk Office		
HWE Committee	12/05/13	X	Property & Personnel		
Full Board	12/10/13	X	FOP Contract, Lawsuit in Sheriff's Dept. - A/C Personnel & Property		
R & B Committee	04/02/14		Red Ball Trail		

3. Vacancy in the County Board Chairmanship shall be filled by the Vice Chairperson of the County Board, who shall be appointed by the Chairperson. The Chairperson shall preside at all meetings of the County Board. In the event of the absence or temporary inability of the Chairperson to preside at a meeting, the Vice Chairperson shall act as Chairperson pro-tempore for the meeting. In the event that neither is available, the order of succession shall be the Personnel Chairperson, Finance Chairperson, Economic Development Chairperson.
- 31.) The County Board Chairperson or Designee and a Committee Chairperson may sign a voucher up to \$5,000. Any purchase over \$5,000 must be approved by the Full Board.
32. Members wishing to submit a question to the State's Attorney shall first submit the question to the appropriate Committee Chair.
33. Members may charge mileage to attend all per diem allowable meetings from either home or work, whichever is closer to the meeting location. Additionally, members may charge mileage to attend non per diem allowable meetings at the discretion of the County Board Chairman.
34. A Board Member may conference call to a committee meeting if they are unable to attend for health reasons or work related reasons. There must be a quorum physically present at the meeting, and then the board member can participate in the Committee meeting by phone. Only members physically present at meetings will receive per diem.
35. Board Members may charge for one meeting per day (Per Diem) on any seven calendar day regardless of the number of meetings they may attend that day pursuant to 55 ILCS 5/2-3008.

COMMITTEE ASSIGNMENTS

Coordinating Committee:

Roy Hertel – Chairman Mary Bathurst – Vice Chairman Connie Beck,
Joe Gasparich, Heather Hampton+Knodle, Gene Miles, Glenn Savage, Bob Sneed

Building & Grounds Committee:

Bob Sneed – Chairman Nikki Bishop – Vice Chairman
Ron Deabenderfer, Gene Miles, Jim Moore, Richard Wendel

Economic Development Committee:

Heather Hampton+Knodle – Chairman Megan Beeler – Vice Chairman
Nikki Bishop, Ron Deabenderfer, Jay Martin, Dave Ronen

E.M.A./Ambulance Committee:

Glenn Savage – Chairman Chuck Graden – Vice Chairman Joe
Gasparich, Sharon Kuchar, Mike Webb

Finance Committee:

Joe Gasparich – Chairman Mike Plunkett – Vice Chairman
Mary Bathurst, Connie Beck, Megan Beeler, Bonnie Branum

Health, Welfare & Elections Committee:

Connie Beck – Chairman Chuck Graden – Vice Chairman
Earlene Robinson, Mike Webb, Richard Wendel

Personnel Committee:

Mary Bathurst – Chairman Joe Gasparich – Vice Chairman
Jay Martin, Jim Moore, Mike Plunkett, Dave Ronen

Road and Bridge Committee:

Gene Miles – Chairman Bonnie Branum – Vice Chairman
Sharon Kuchar, Earlene Robinson, Glenn Savage, Bob Sneed

County Board Liaisons

911 Board – Mike Webb
CEFS Board – Earlene Robinson
CIEDA Board – Heather Hampton+Knodle
Health Department Board – Jay Martin
IL Assoc. of County Officials – Mike Plunkett, Sharon Kuchar
Information Steering Committee – Roy Hertel
MCEDC – Ron Deabenderfer, David Ronen
Montgomery County Water Company – Bonnie Branum
Planning Commission – Megan Beeler
Senior Citizens Board – Nikki Bishop
United County Council of Illinois – Connie Beck, Gene Miles
University of Illinois Extension Services – Chuck Graden
Veterans Assistance Commission Board – Bob Sneed
West Central Development Council – Richard Wendel, Jo Ann Keele – Non-board
Workforce Investment Board – – Non-board member
Workplace Wellness Committee – Mary Bathurst

RULES OF ORDER

of the

**COUNTY
BOARD**

of

**MONTGOMERY COUNTY
ILLINOIS**



2012 – 2014

(Updated July 2014)

**Roy Hertel
Chairman**

**Mary Bathurst
Vice Chairman**

**Sandy Leitheiser
County Clerk**

MEMBERS OF THE COUNTY BOARD

DISTRICT 1

Megan Beeler, 20307 Ogden Rd., Raymond, IL 62560.....246-0392
 Mike Webb, 344 S. McCullough, PO Box 114, Waggoner, IL 62572.....227-3335
 Connie Beck, 3413 N. 15th Ave., Litchfield, IL 62056.....324-3588

DISTRICT 2

Joe Gasparich, 212 S. Vine St., Nokomis, IL 62075..... 630-2724
 Gené Miles, 218 S. Pine St., Nokomis, IL 62075.....563-8661
 Chuck Graden, 21375 Ohlman Rd., Nokomis, IL 62075.....563-2366

DISTRICT 3

Heather Hampton+Knodle, 20212 Voils Ave., Fillmore, IL 62032.....538-2171
 Bonnie Branum, 22179 Horse Ave., Fillmore, IL 62032.....618-267-2398
 Jay Martin, 208 N. Second, P.O. Box 401, Witt, IL 62095.....594-7383

DISTRICT 4

Jim Moore, 1621 Seymour Ave., Hillsboro, IL 62049.....532-9309
 Mike Plunkett, 2 Yount Drive, Hillsboro, IL 62049.....532-7920
 Earlene Robinson, 505 W. Main, Coffeen, IL 62017.....534-2221

DISTRICT 5

Glenn Savage, 110 Quail Lane, Litchfield, IL 62056.....324-4687
 Richard Wendel, 9672 Crabtree Tr., PO Box 266, Litchfield, IL 62056.....324-7917
 Sharon Kuchar, 7163 Crabtree Tr., PO Box 388, Litchfield, IL 62056.....324-7127

DISTRICT 6

Roy Hertel, 28 Hilltop Dr., Hillsboro, IL 62049.....532-2436
 Ronald Deabenderfer, 117 E. Tremont, Hillsboro, IL 62049.....532-5139
 David Ronen, 319 Cress Circle, Butler, IL 62015.....254-4807

DISTRICT 7

Bob Sneed, 815 N. Illinois Ave., Litchfield, IL 62056.....324-4084
 Nikki Bishop, 1010 E. Chapin St., Litchfield, IL 62056.....324-2495
 Mary Bathurst, 582 Arrowhead Lane, Litchfield, IL 62056.....324-2044

RULES OF ORDER

1.) A majority of the members of the Board shall constitute a quorum for the transaction of business during a full board meeting. At the Committee level, a quorum to conduct business shall consist of one more than half of the members of any committee.

2.) Board Meeting Procedures:

Call to Order by Chairman

- Roll Call
- Pledge of Allegiance to the Flag
- Mileage and Per Diem.....Approval
- Minutes of Previous Meeting (any changes).....Approval

Consent Agenda

- Chief Assessment Officer's Report
- Circuit Clerk's Report
- County Clerk and Recorder's Report
- County Treasurer's Report
- G.I.S. Coordinator's Report
- Health Department Report
- Probation Office Report
- Public Defender's Report
- Sheriff's Report
- T.B. Department Report
- V.A.C. Report.....Approval of 11 Reports

Liaison Reports

Committee Reports

- Coordinating Committee Report
- Building & Grounds Committee Report
- Economic Development Committee Report
- E.M.A./Ambulance Committee Report
- Finance Committee Report
- H.W.E. Committee Report
- Personnel Committee Report
- Road and Bridge Committee Report.....Approval of 8 Reports

Other Procedures

- Chairman's Report
- Special Announcements
- Announce Schedule Changes
- Appointments
- Public Comments
- Motion to Approve and Pay all Bills.....Approval

ADJOURN Meeting

- 3.) All questions relating to the priority of business shall be decided debate.
- 4.) The Chairperson shall preserve order and decide questions of order subject to an appeal to the board without debate.
- 5.) When two or more members speak at once, the Chair shall name the member who is entitled to the floor.
- 6.) No member shall speak more than twice on the same question without leave from the Chair, and shall not occupy more than 15 minutes the first time, no more than 5 minutes the second time. The member shall stand whenever he/she speaks on a question if requested by the Chair.
- 7.) A member called to order by the Chair shall immediately end his/her remarks unless permitted to explain, and if there is no appeal, the decision of the Chair shall be final.
- 8.) Every member present on putting of a question shall vote thereon, unless excused by the Chair or unless he/she is directly interested.
- 9.) No motion shall be debated or put unless seconded. When motion is seconded, it shall be stated by the Chair or by any member of the board.
- 10.) The County Board Meeting for the month of October shall be recessed rather than adjourned at their conclusion until the new FY budget is final in November.
- 11.) A motion to adjourn is always in order and shall be decided without debate unless a question of time to adjourn occurs.
- 12.) All Committees shall be appointed by the Chair.
- 13.) All Committees shall report with the statement of facts and the of the majority.
- 14.) After a motion is stated by the Chair or read by the Clerk, it shall be deemed in possession of the Board, but may be withdrawn by the mover at any time before the vote is taken, by consent of the second.
- 15.) When a question is under debate, no motion shall be received but to adjourn, to lay on table, to postpone, or to commit or to amend, which motions shall have precedence in the order they stand arranged.
- 16.) When a question has been put and carried in the affirmative or negative it shall be in order for any member who voted in the majority to move for reconsideration thereof.
- 17.) A bill may be referred to a committee without reading.
- 18.) The Chairperson may, at his/her option, have his/her name called on any roll call.
- 19.) All questions shall be decided by a majority vote unless otherwise specified in the State of Illinois Counties Code (55 ILCS 5/2-1005).
- 20.) There shall be eight (8) standing committees. Each member shall be on at least one committee. The Chairperson of the Board or his/her designee shall be an ex-officio member of each committee.
- 21.) The Clerk shall call the names of the members in alphabetical order beginning with the member whose last name begins with the letter closest to the letter "A". For each subsequent vote, the name of the person who voted first on the preceding issue shall be called last. This progressive voting shall be carried forward from meeting to meeting with the purpose of allowing members to vote first in rotation.
- 22.) All bills against the County, except for mileage and per diem of members of the Board, shall be presented and filed in the office of the County Clerk on or before the 26th of the preceding month.
- 23.) The rules may be suspended in any particular case by a two-thirds vote of the members present.
- 24.) No alterations may be made in any of the rules of the County Board without consent of the majority of members thereof or without one day's notice thereof to be given.
- 25.) A Roll Call Vote shall be taken on all applications for financial assistance, positions and raising of salaries, on all propositions to appropriate money from the County Treasury, for any expenditures of \$50,000 or more and for any other matter which requires a roll call vote according to the State of Illinois County Code 55 ILCS 5/2-1005. Additionally, a Roll Call Vote will be conducted on any vote at the request of any County Board Member.
- 26.) The appropriate committee is authorized and directed to supervise the purchase of all supplies for the various county offices where the amount involved is more than \$1,000.00.
- 27.) Any Person, persons or organizations wanting to submit information for Board Action must notify the County Clerk of such request by 4:00 PM on the day the Coordinating Committee meets prior to the next scheduled Full Board Meeting. Persons may also speak before the Board at the Invitation of the Chairman.
- 28.) If a group is invited to address the Board, such group shall choose a spokesperson as their representative and that spokesperson shall be allowed to speak 5 minutes.
- 29.) Any unusual voucher shall not be paid without majority approval of the

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD
DATE (REV. June 2014)

ALL UTILITIES

AMEREN ILLINOIS
AMERICAN MESSAGING
SANTANNA ENERGY SERVICES
HOMEFIELD ENERGY
CONSOLIDATED COMMUNICATIONS
CITY OF HILLSBORO
VERIZON WIRELESS
MJM ELECTRIC
AT & T MOBILITY
M & M SERVICE
STEWART SANITATION
TECH ELECTRONICS, INC.
FRONTIER

POSTAGE

U.S. POST OFFICE
UPS
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
FRANCOTYP-POSTALIA MAILING SOLUTIONS
UNITED OFFICE SYSTEMS

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM
INTERPRETERS & TRANSCRIPTS
ALL JUDGE SIGNED VOUCHERS

CONTRACTUAL AND LEASE SERVICES

CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS
PUBLIC BUILDING COMMISSION
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
HARRIS
CORRECTIONAL HEALTHCARE CO., INC.
RICOH USA, INC.
MONTGOMERY COUNTY FARM BUREAU
SNAP FITNESS
X FUSION FITNESS & AQUATICS (revised June 2014)

OTHER

MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (495, 496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
COUNTY BOARD MEMORIAL FUND
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
MONTGOMERY COUNTY LIQUOR COMMISSIONER
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
U OF I EXTENSION OFFICE
ELECTION POLLING PLACES RENT
ELECTION & PROCESSING JUDGES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
VETERANS ASSISTANCE COMMISSION
CRIMINAL BACKGROUND CHECK FEES
BOND COUNTY HEALTH DEPARTMENT

PAYROLL/SALARY/INSURANCE

INSURANCE

SOCIAL SECURITY

IRS-941

DEDUCTION CHECKS

REIMBURSE SALARIES

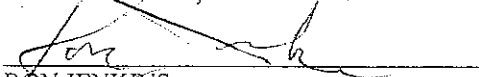
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS

RETIREE INSURANCE PLAN

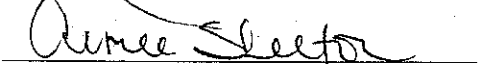
DISCLAIMER

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

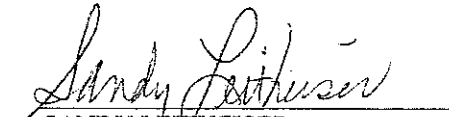
DATED JUNE 10, 2014



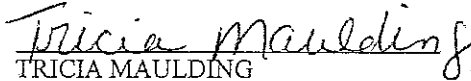
RON JENKINS
MONTGOMERY COUNTY TREASURER



AIMEE SHELTON
ASSISTANT COUNTY TREASURER



SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER



TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

**COAL MINE ROYALTY
DISPOSITION OF FUNDS**

Accounts

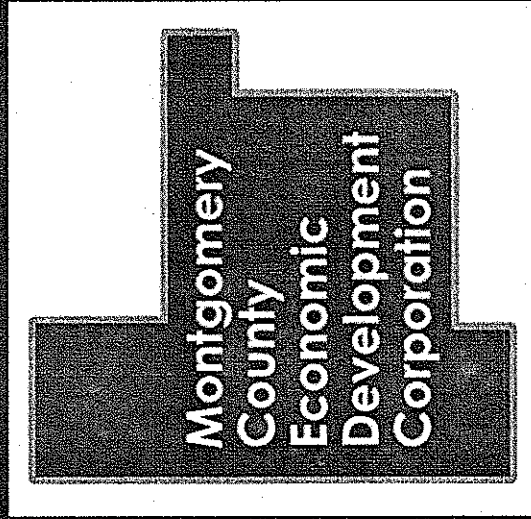
Month	Royalty Payment	Rain Day			Operating / Maintenance			Capital Improvement			Reconciled Bank Balance
		Deposit Revenue	Loan / Expense	Interest	Balance	Deposit Revenue	Expense	Balance	Deposit Revenue	Expense	
12/01/13					\$2,921,193.80						\$2,921,193.80
Dec-13	\$441,269.53	\$441,269.53	(\$2,000.00)	\$908.07	\$440,177.60	-	-	-	-	-	\$3,361,371.40
Jan-14	\$273,083.85	\$273,083.85	(\$750,000.00)	\$911.35	(\$476,004.80)	-	-	-	-	-	\$2,885,366.60
Feb-14	\$302,876.64	\$302,876.64	-	\$892.14	\$303,768.78	-	-	-	-	-	\$3,189,135.38
Mar-14	\$219,025.41	\$219,025.41	-	\$969.48	\$219,994.89	-	-	-	-	-	\$3,409,130.27
Apr-14	\$317,136.03	\$317,136.03	(\$475,000.00)	\$926.25	(\$156,937.72)	-	-	-	-	-	\$3,252,192.55
May-14	\$338,641.36	\$338,641.36	-	-	\$252,414.74	\$86,226.62	-	-	-	-	\$3,590,833.91
Jun-14	-	-	-	-	-	-	-	-	-	-	-
Jul-14	-	-	-	-	-	-	-	-	-	-	-
Aug-14	-	-	-	-	-	-	-	-	-	-	-
Sep-14	-	-	-	-	-	-	-	-	-	-	-
Oct-14	-	-	-	-	-	-	-	-	-	-	-
Nov-14	-	-	-	-	-	-	-	-	-	-	-
Total	\$1,892,032.82	\$1,805,806.20	(\$1,227,000.00)	\$4,607.29	\$3,504,607.29	\$86,226.62	\$0.00	\$86,226.62	\$0.00	\$0.00	\$0.00

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

Montgomery County Board Presentation

6.10.14

14 PAGE 044



By: Lindsay Wagahoff, MCEDC Executive Director

2011-2013

Existing

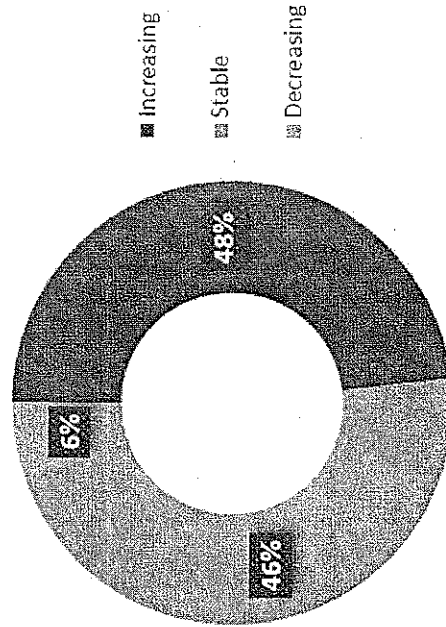
Industry Report

Businesses Interviewed

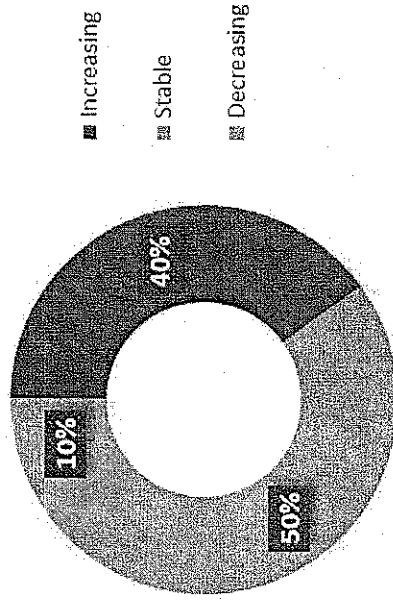
- 57 businesses interviewed from 2011-2013
- Industries represented include finance, insurance and real estate, healthcare and pharmaceutical, industrial goods, retail, transportation, communications, government, and advanced manufacturing.
- 41% established locally before 1975
- 43% established locally 1976-2000
- 15% established in community since 2000.
- 15% surveyed do have union representation at their business.
- 62% of the businesses are headquarter facilities
- 62% have buildings over 25 years old
- 58% of businesses are privately owned

Market and Industry

Total Company Sales



Market Share of Company's Products



53% of businesses surveyed target a local audience
30% consider their market as regional
14% have a national market

Technology and Utilities

Utility Satisfaction

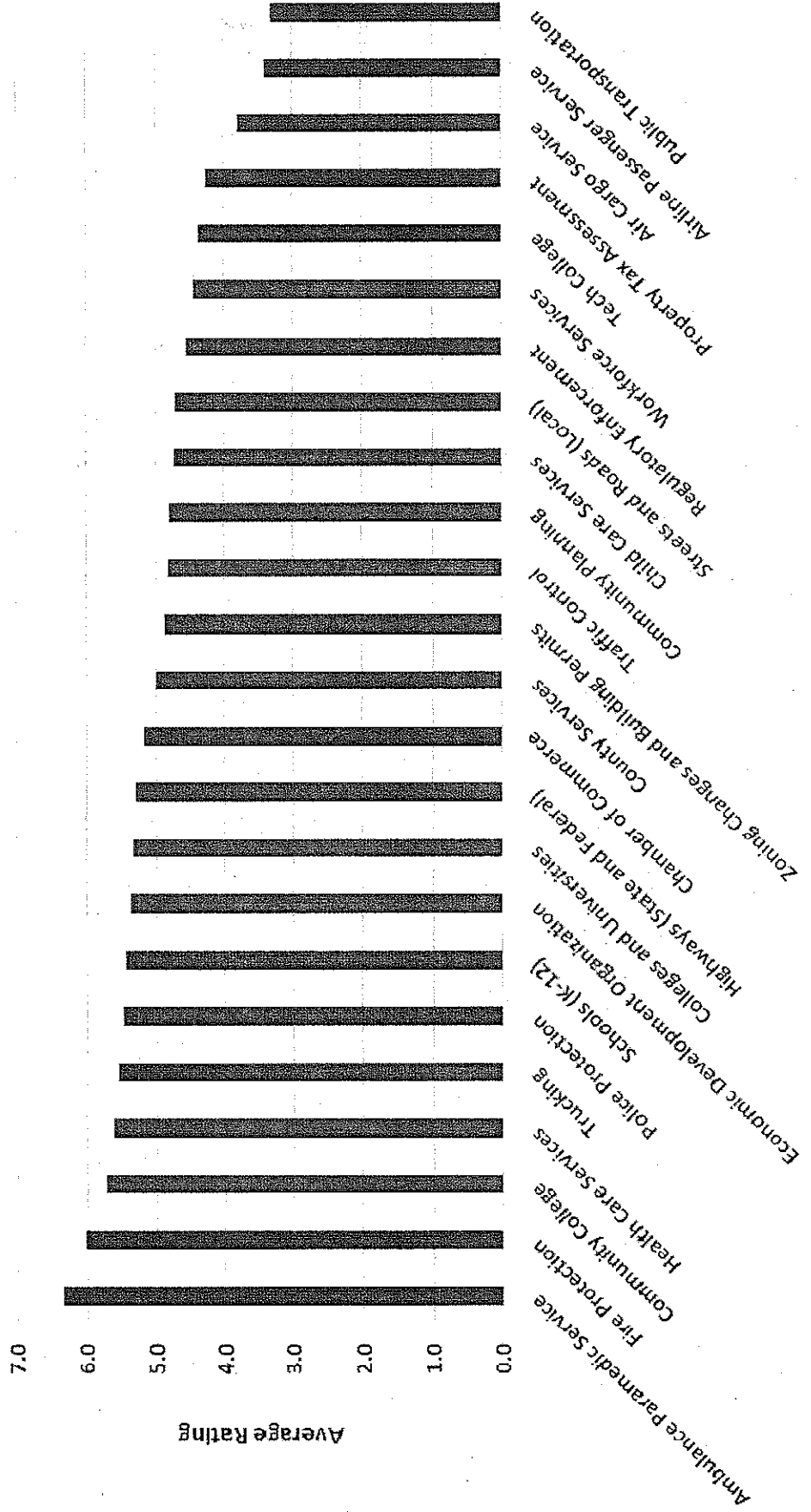
Natural Gas	6.1
Electric	6
Water	5.9
Sewer	5.9
Telecom	5.3
Cellular	5.1
Internet Access	4.9
Internet Speed	4.8

56% of businesses surveyed reported there is new technology emerging that will significantly change how they do business.

76% of EDGE participants felt the community's technology infrastructure was adequate to meet their needs.

Quality of Life

Community Services



Legislation Impact

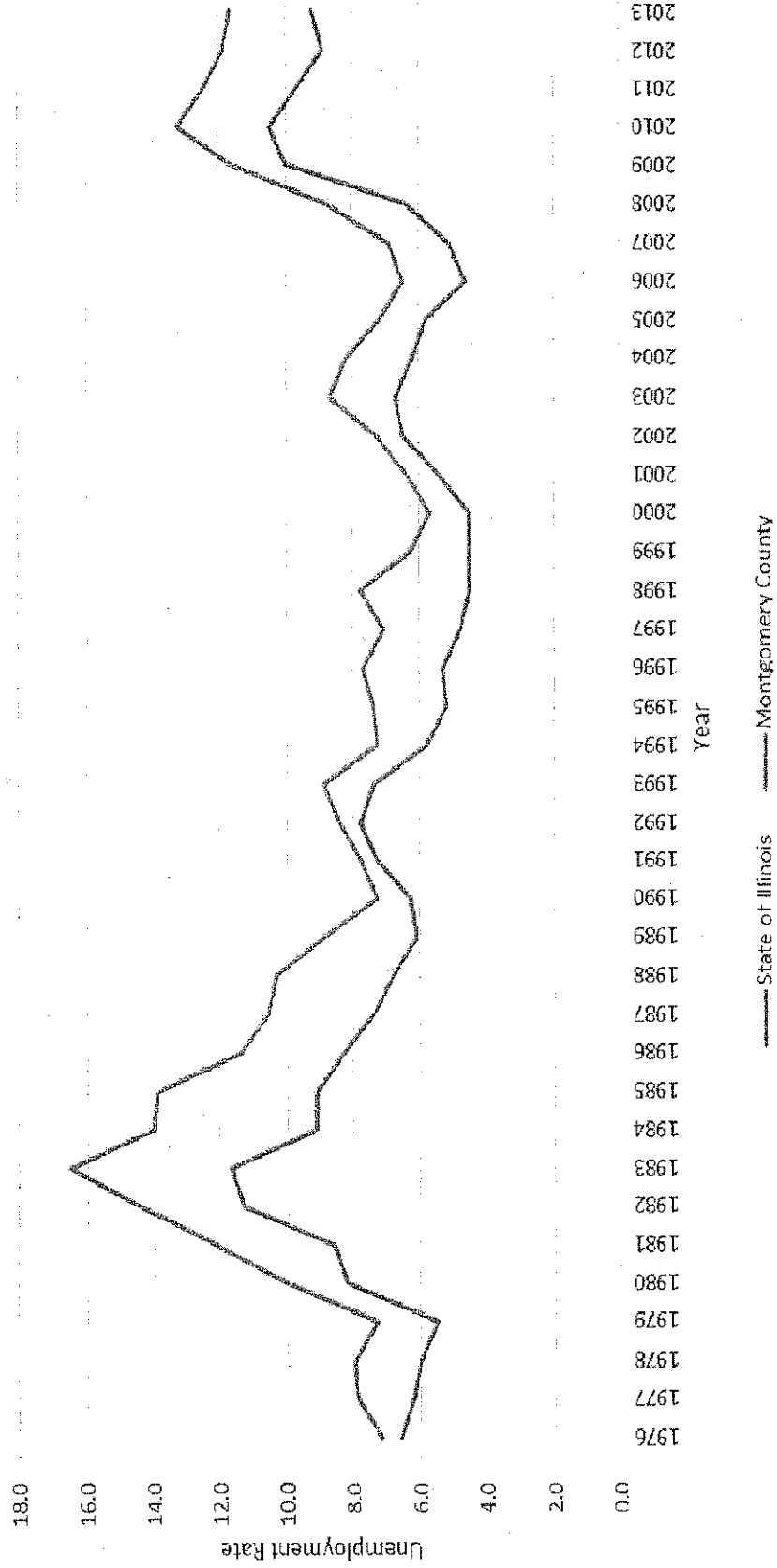
- 79% of businesses interviewed anticipate legislative changes that will adversely affect their business in the next five years
- 24% believed there will be legislative changes that will benefit their business in the next five years.

Workforce

Montgomery County Unemployment

● Montgomery County Average Unemployment Rate 2013: 11.7%

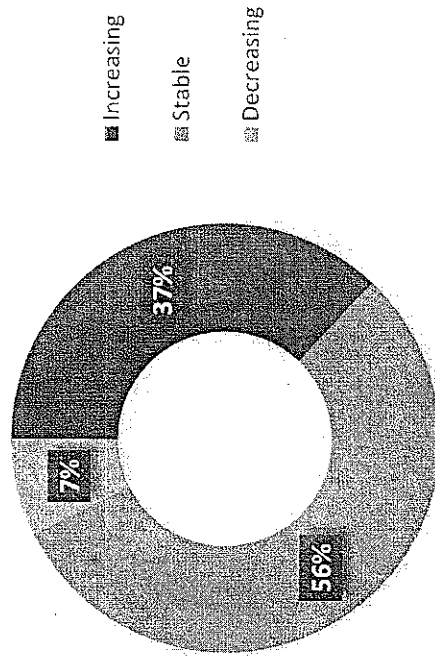
1976 -2013 State of Illinois vs. Montgomery County
Unemployment Rate



Source: Illinois Department of Employment Security

Employment Needs

Employment Needs for the Facility

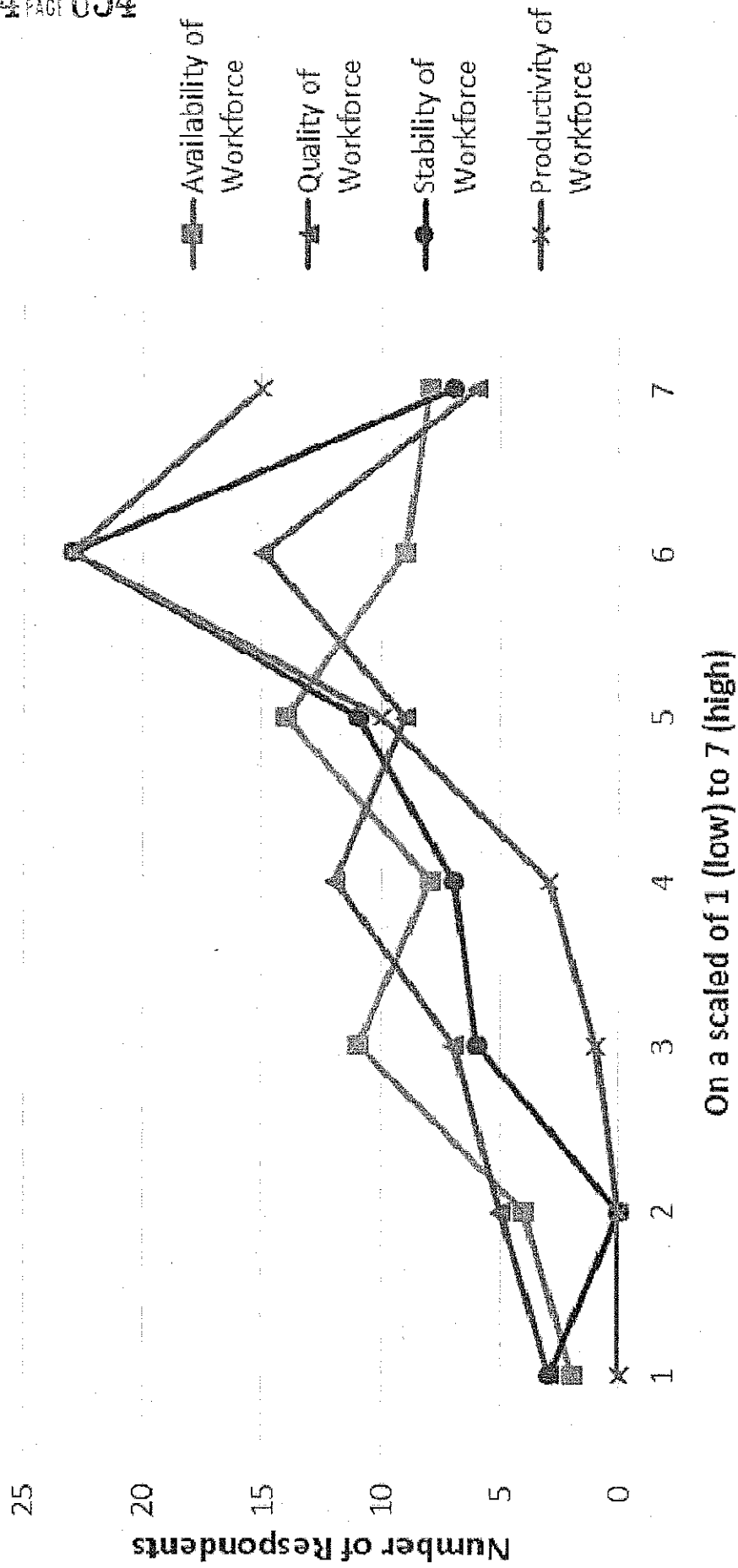


53% of businesses surveyed experience recruitment problems with specific positions or skills.

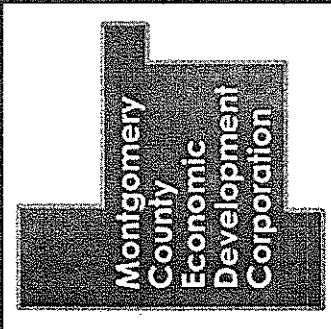
Of those with recruitment challenges, over a third of them attributed the problems to the community.

Workforce Attributes

Workforce Attributes



Thank You!



Lindsay Wagahoff, MCEDC Executive Director
P.O. Box 213
Hillsboro, IL 62409
Phone: 217.851.4332
E-mail: ed@montgomerycountyillinois.org

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-02

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1113 B-CA Niemanville Trail	Montgomery County	100 %	\$12,500.00
		%	

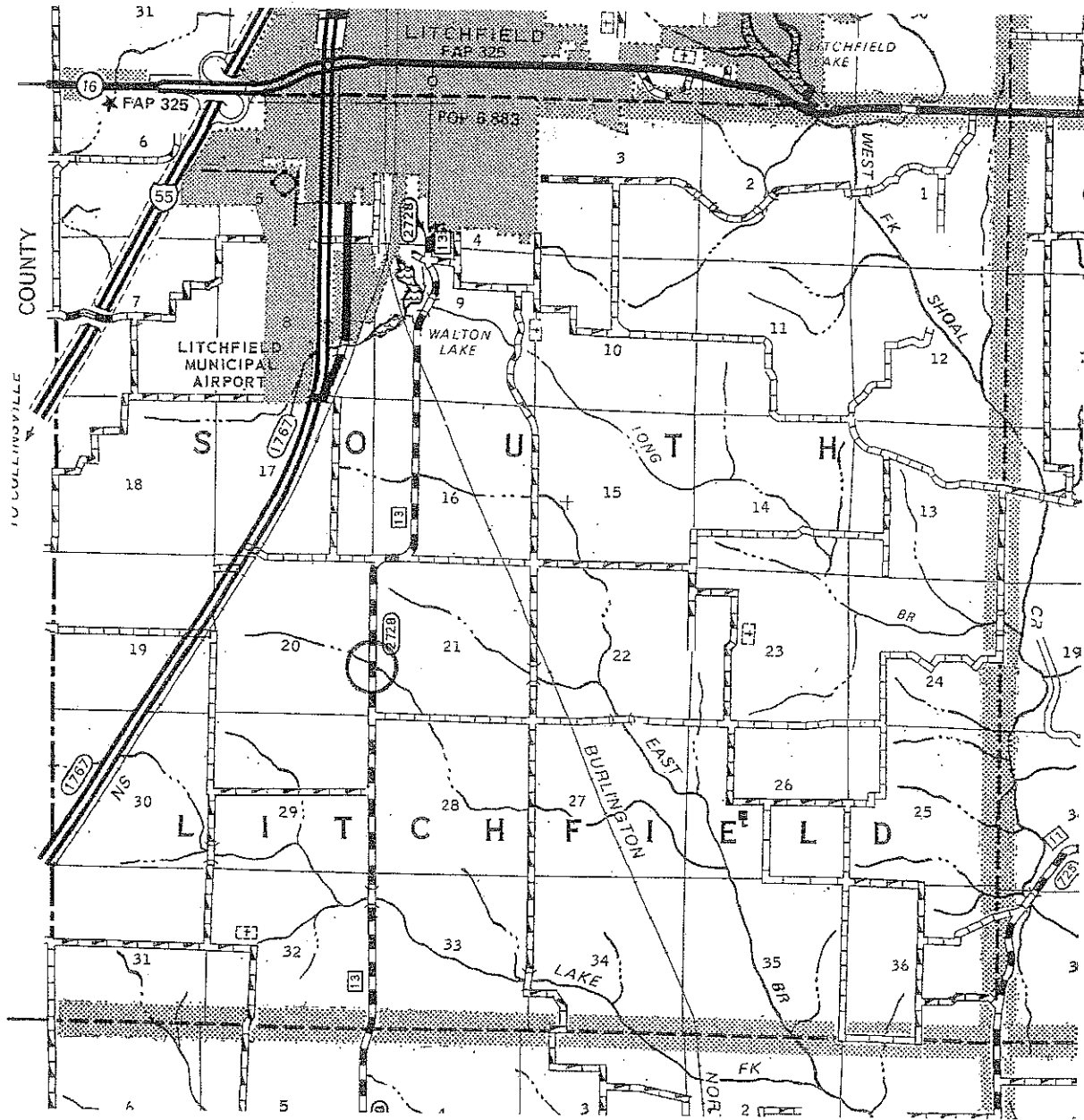
TOTAL = 100 % \$ 12,500.00

BE IT FURTHER RESOLVED, the funds necessary to furnish 50% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 10th day of June, 2014.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-03

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

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

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

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

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

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

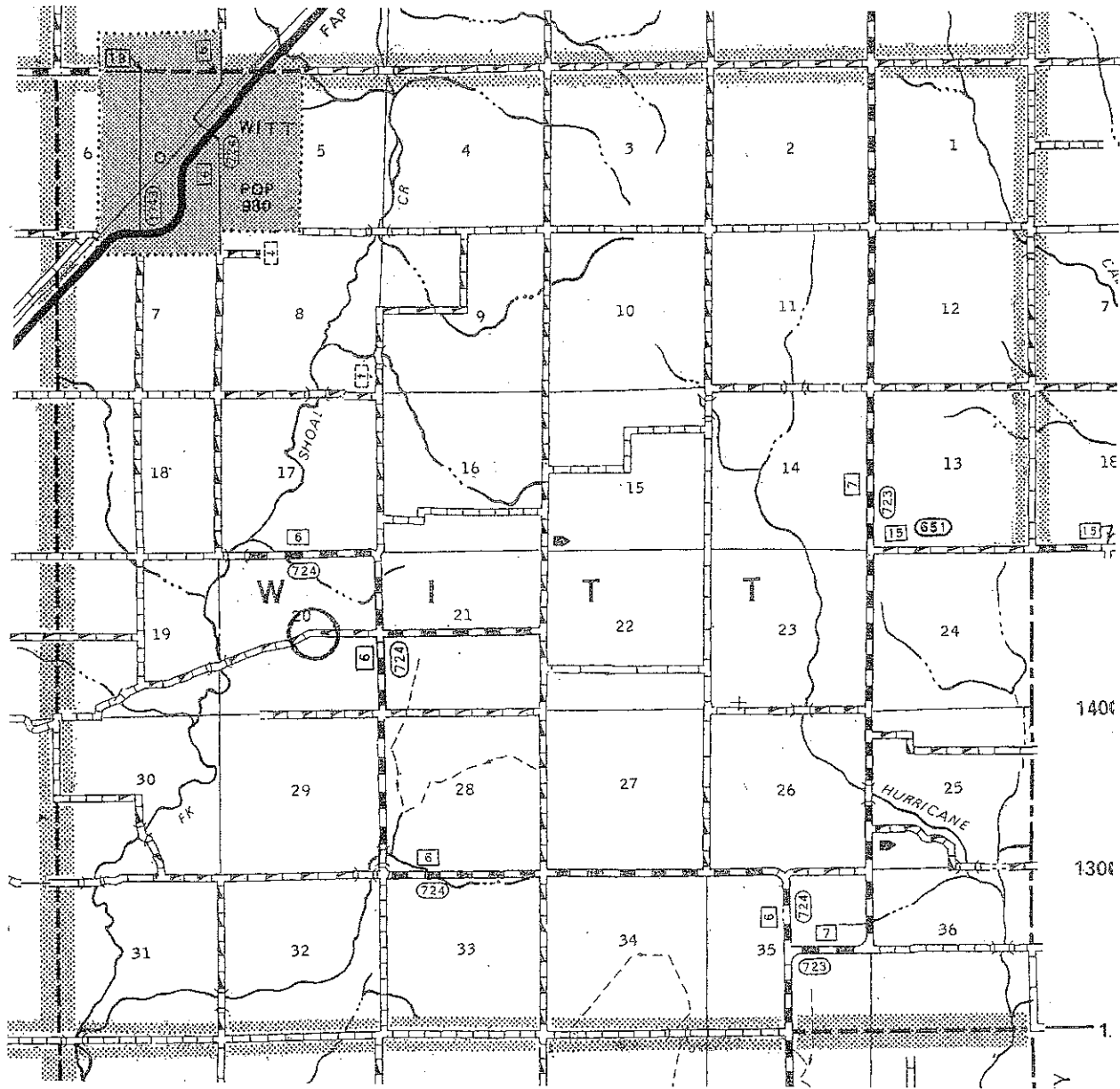
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1114 B-CA Pinetree Trail	Witt Road District	50 %	1,550.00
	Montgomery County	50 %	1,550.00
TOTAL =		100 %	\$ 3,100.00

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

Approved and adopted by the Montgomery County Board this 10th day of June, 2014.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-04

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

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

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

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

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

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

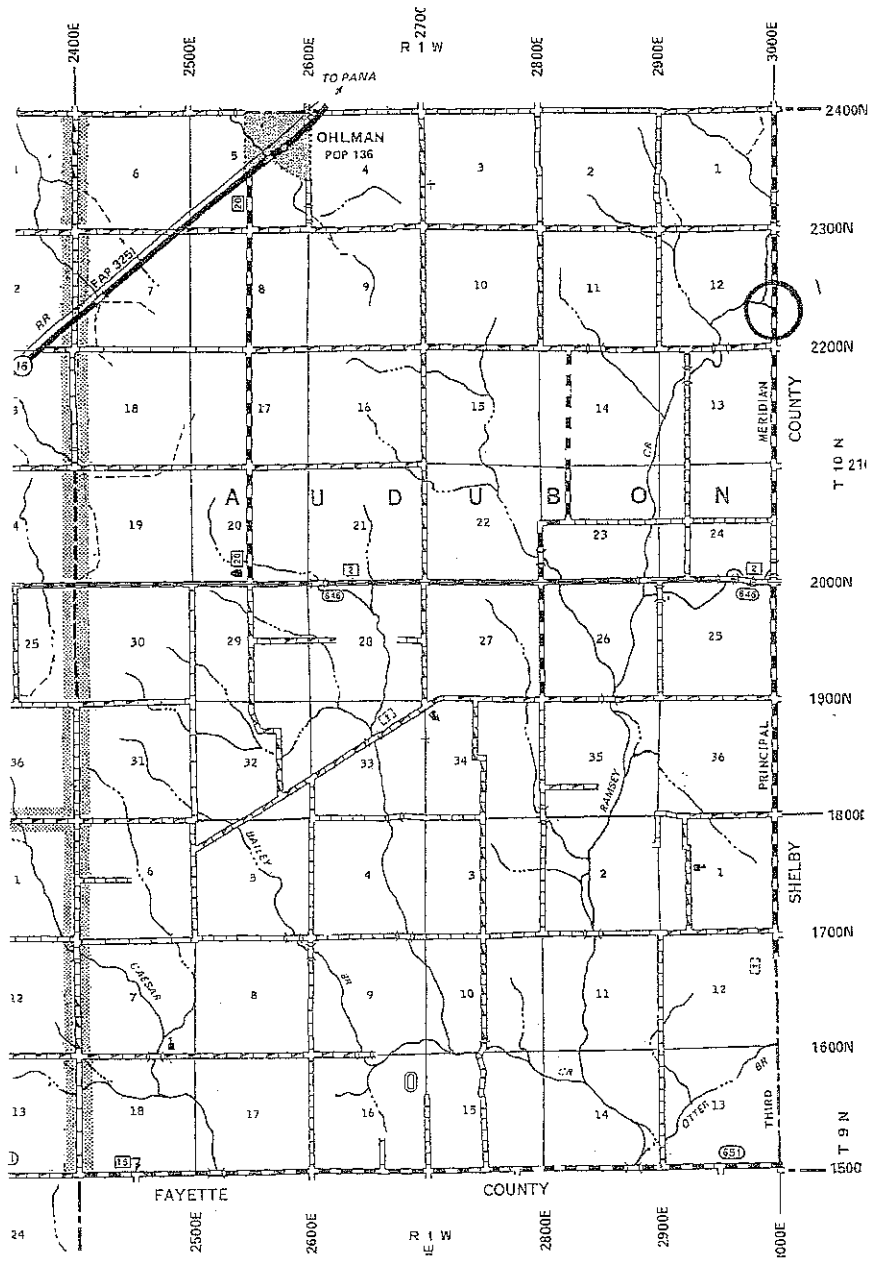
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1115 B-CA, Loc. #1 E 9 th Road	Audubon Road District	50 %	3,000.00
	Montgomery County	50 %	3,000.00
TOTAL =		100 %	\$ 6,000.00

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

Approved and adopted by the Montgomery County Board this 10th day of June, 2014.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-05

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

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

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

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

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

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

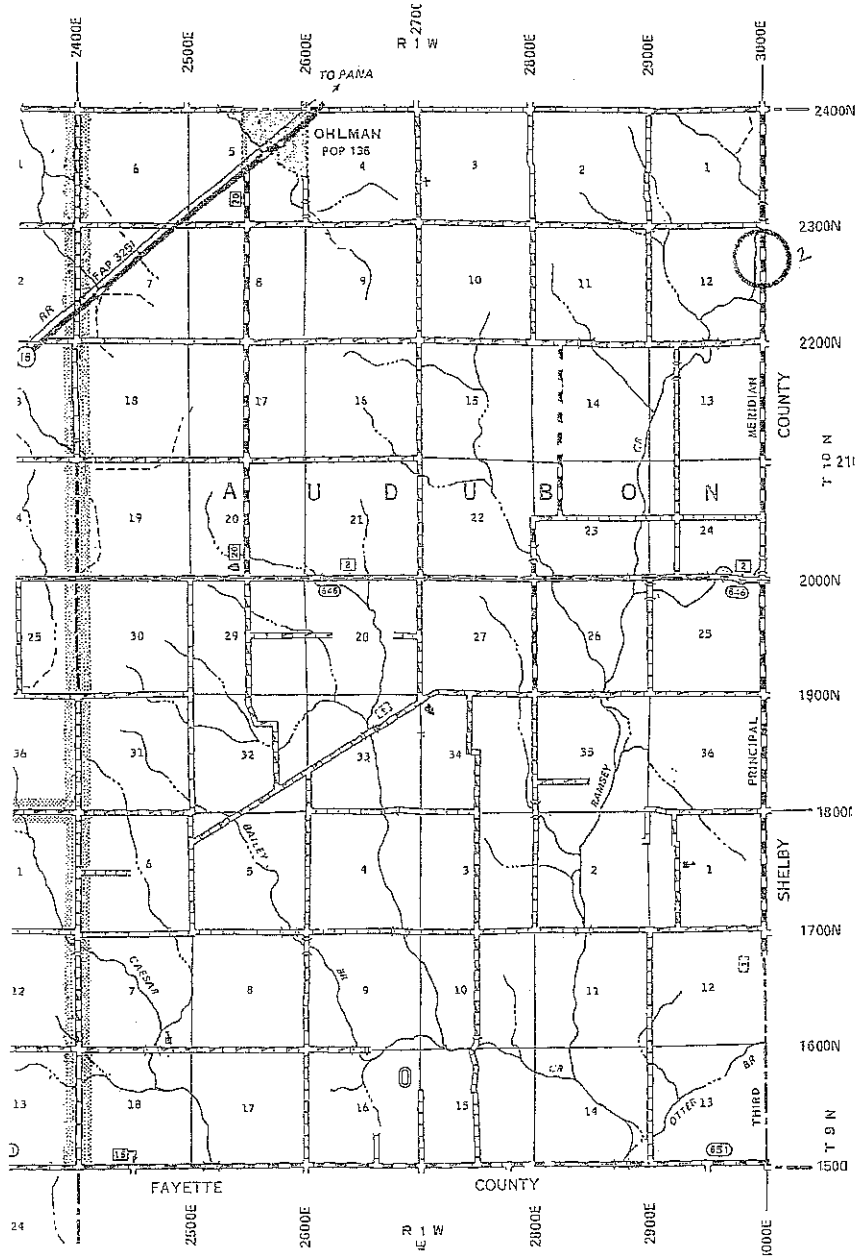
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1116 B-CA, Loc. #2 E 9 th Road	Audubon Road District	50 %	3,300.00
	Montgomery County	50 %	3,300.00
TOTAL =		100 %	\$ 6,600.00

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

Approved and adopted by the Montgomery County Board this 10th day of June, 2014.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



ORDINANCE # 2014-4

ORDINANCE 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 Revised Statutes, Chapter 48, par. 39s-1 et seq., and

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

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

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 26th, 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 the Board of Trustees is hereby ascertained to be the same as prevailing rate of wages for construction work in the Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 20 14 a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the 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 the Board of Trustees. 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 the Board of Trustees to the extent required by the aforesaid Act.

SECTION 3: The Board of Trustees shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees 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 Board of Trustees 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 particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board of Trustees 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 Board of Trustees shall cause to be published in a newspaper of general circulation within the area a notice of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 10th day of June, 2014.

APPROVED:



CHIEF PRESIDING OFFICER

ATTEST:


SECRETARY/CLERK

STATE OF ILLINOIS)
) S.S.
COUNTY OF MONTGOMERY)

CERTIFICATION OF PREVAILING WAGE ORDINANCE

I, Sandy Leithner, DO HEREBY CERTIFY THAT I am the Clerk/Secretary in and for the Board of Trustees of Montgomery County Board; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Montgomery County Board being entitled: "AN ORDINANCE OF Montgomery County Board, Montgomery County, Illinois ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMAN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID Montgomery County Board," at the regular meeting held on the 10th day of June, 2014, the ordinance being a part of the official records of said Montgomery County Board.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 10th day of June, 2014.

(SEAL)

Sandy Leithner
Clerk/Secretary

ATTEST:

[Signature]
Chief Presiding Officer/ Title

Montgomery County Prevailing Wage for June 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		25.950	26.450	1.5	1.5	2.0	6.300	15.35	0.000	0.800
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000
BOILERMAKER		BLD		32.060	34.560	1.5	1.5	2.0	7.070	21.27	1.000	0.350
BRICK MASON		BLD		29.640	33.540	1.5	1.5	2.0	8.000	10.09	2.000	0.400
CARPENTER		BLD		28.850	31.100	1.5	1.5	2.0	7.700	14.40	0.000	0.520
CARPENTER		HWY		29.780	31.530	1.5	1.5	2.0	8.000	15.12	0.000	0.520
CEMENT MASON		ALL		31.500	32.500	1.5	1.5	2.0	9.500	12.25	0.000	0.200
CERAMIC TILE FNSHER		BLD		25.890	0.000	1.5	1.5	2.0	6.400	5.450	0.000	0.580
ELECTRIC PWR EQMT OP	NE	ALL		35.440	0.000	1.5	1.5	2.0	5.000	10.98	0.000	0.270
ELECTRIC PWR EQMT OP	SW	ALL		38.150	0.000	1.5	1.5	2.0	6.950	10.68	0.000	0.380
ELECTRIC PWR GRNDMAN	NE	ALL		24.320	0.000	1.5	1.5	2.0	5.000	7.540	0.000	0.180
ELECTRIC PWR GRNDMAN	SW	ALL		28.490	0.000	1.5	1.5	2.0	5.190	7.970	0.000	0.280
ELECTRIC PWR LINEMAN	NE	ALL		39.370	41.910	1.5	1.5	2.0	5.000	12.20	0.000	0.300
ELECTRIC PWR LINEMAN	SW	ALL		43.860	0.000	1.5	1.5	2.0	7.990	12.29	0.000	0.440
ELECTRIC PWR TRK DRV	NE	ALL		25.510	0.000	1.5	1.5	2.0	5.000	7.920	0.000	0.190
ELECTRIC PWR TRK DRV	SW	ALL		31.140	0.000	1.5	1.5	2.0	5.670	8.720	0.000	0.310
ELECTRICIAN	E	BLD		34.680	38.150	1.5	1.5	2.0	5.600	8.240	0.000	0.520
ELECTRICIAN	NW	BLD		34.220	36.220	1.5	1.5	2.0	6.110	8.620	0.000	0.400
ELECTRICIAN	SW	ALL		37.350	39.590	1.5	1.5	2.0	7.990	9.720	0.000	0.650
ELECTRONIC SYS TECH	E	BLD		31.130	32.880	1.5	1.5	2.0	5.350	6.110	0.000	0.400
ELECTRONIC SYS TECH	W	BLD		31.280	33.280	1.5	1.5	2.0	3.650	8.190	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		44.370	49.920	2.0	2.0	2.0	12.73	13.46	3.550	0.600
GLAZIER		BLD		31.030	33.030	1.5	2.0	2.0	7.050	8.400	0.000	0.430
HT/FROST INSULATOR		BLD		37.660	38.660	1.5	1.5	2.0	8.350	11.26	0.000	0.500
IRON WORKER	N	BLD		30.000	32.000	1.5	1.5	2.0	8.200	13.23	0.000	0.660
IRON WORKER	N	HWY		31.000	32.750	1.5	1.5	2.0	8.200	13.41	0.000	0.660
IRON WORKER	S	ALL		31.500	33.500	1.5	1.5	2.0	8.110	13.85	0.000	0.420
LABORER		ALL		25.450	25.950	1.5	1.5	2.0	6.300	15.35	0.000	0.800
LATHER		BLD		28.850	31.100	1.5	1.5	2.0	7.700	14.40	0.000	0.520
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		25.890	0.000	1.5	1.5	2.0	6.400	5.450	0.000	0.580
MILLWRIGHT		BLD		29.620	31.870	1.5	1.5	2.0	7.700	14.09	0.000	0.520
MILLWRIGHT		HWY		32.090	33.840	1.5	1.5	2.0	8.000	14.64	0.000	0.520
OPERATING ENGINEER		BLD	1	34.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	2	33.570	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	3	29.090	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	4	29.150	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	5	28.820	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	6	36.250	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	7	36.550	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	8	36.830	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		BLD	9	35.700	37.700	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	1	33.200	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	2	32.070	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	3	27.590	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	4	27.650	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	5	27.320	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	6	34.750	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	7	35.050	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	8	35.330	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
OPERATING ENGINEER		HWY	9	34.200	36.200	1.5	1.5	2.0	10.00	17.20	0.000	1.000
PAINTER		BLD		29.250	30.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER		HWY		30.450	31.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PAINTER OVER 30FT		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT		HWY		31.450	32.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PILEDRIVER		BLD		29.350	31.600	1.5	1.5	2.0	7.700	14.40	0.000	0.520

Montgomery County Prevailing Wage for June 2014

PILEDRIIVER	HWY	30.780	32.530	1.5	1.5	2.0	8.000	15.12	0.000	0.520
PIPEFITTER	NE BLD	40.020	44.020	1.5	1.5	2.0	7.000	7.750	0.000	0.900
PIPEFITTER	SW BLD	38.460	40.380	2.0	2.0	2.0	4.750	8.450	0.000	0.300
PLASTERER	BLD	30.250	31.250	1.5	1.5	2.0	9.500	9.150	0.000	0.050
PLUMBER	NE BLD	40.020	44.020	1.5	1.5	2.0	7.000	7.750	0.000	0.900
PLUMBER	SW BLD	38.460	40.380	2.0	2.0	2.0	4.750	8.450	0.000	0.300
ROOFER	BLD	27.900	30.400	1.5	1.5	2.0	8.600	6.750	0.000	0.500
SHEETMETAL WORKER	ALL	32.250	33.750	1.5	1.5	2.0	8.330	7.320	1.940	0.360
SPRINKLER FITTER	BLD	37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350
SURVEY WORKER	ALL	25.450	25.950	1.5	1.5	2.0	5.750	14.75	0.000	0.800
TERRAZZO FINISHER	BLD	31.240	0.000	1.5	1.5	2.0	6.450	4.370	0.000	0.420
TERRAZZO MASON	BLD	32.530	32.830	1.5	1.5	2.0	6.450	5.870	0.000	0.450
TRUCK DRIVER	ALL 1	31.340	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 2	31.780	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 3	32.020	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 4	32.280	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL 5	33.130	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 1	25.070	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 2	25.420	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 3	25.620	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 4	25.820	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C 5	26.500	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

MONTGOMERY COUNTY

CARPENTERS AND PILEDRIIVERS (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, 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 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.

ELECTRONIC SYSTEMS TECHNICIAN (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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous 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.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by (a) tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS ELECTRICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

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), 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, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceclators used on and off of pipeline, condor cranes,

bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

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, Well Drilling Machines, Boring Machines, 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), 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, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo

resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. 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. If no 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 RESOLUTION
RESOLUTION #2014-06

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

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

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

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

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

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

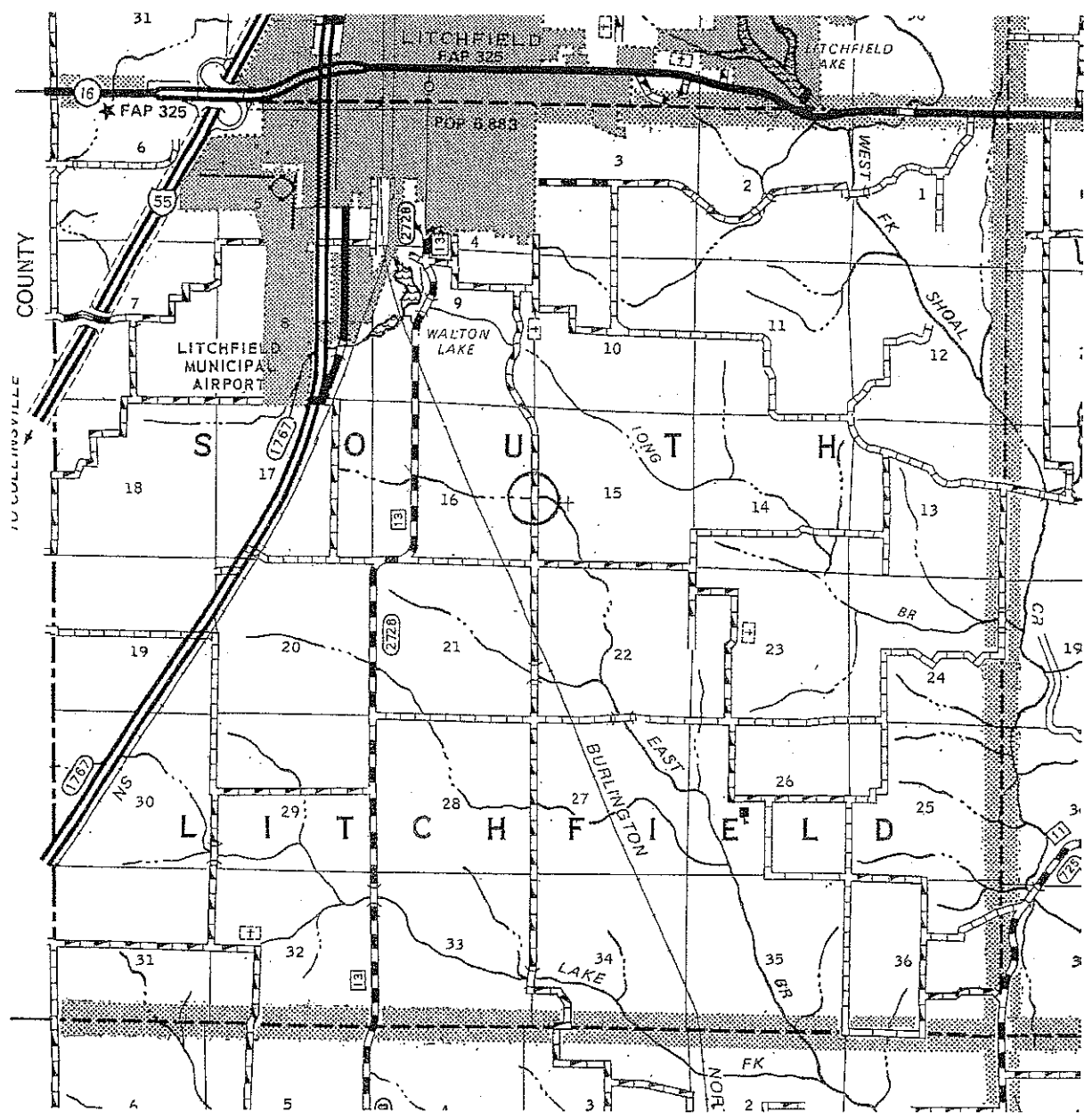
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1117 B-CA Crabtree Trail	South Litchfield Road District	50 %	5,600.00
	Montgomery County	50 %	5,600.00
TOTAL =		100 %	\$ 11,200.00

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

Approved and adopted by the Montgomery County Board this 8th day of July,
2014


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



What is the most pressing capital improvement the county government needs to make to its own assets within the next 3 years?

THEME	ANSWER
Roads and bridges	Maintain roads and bridges
Roads and bridges	Roads and bridges
Roads and bridges	Road and bridges
Roads/Infrastructure	Roads/Infrastructure
County board should know	I honestly don't know, but suspect the county board members assessment is correct.
Maintaining Hard Assets	Preservation of cash should be a primary concern. Maintenance of hard assets such as roads, bridges, tax payer owned buildings etc. are worthy considerations.
Roads and bridges	Keeping infrastructure in top shape is vital to attracting and retaining businesses.
Lifestyle/Cultural attractions	The county should consider investing in life-style/cultural and tourism attractions. Improved attraction of residents from larger communities and enrichment of existing residents would result from a year-round location for the performance arts. Size should be large enough to eliminate the need to use the high school gymnasiums for performances. The county should partner with others to make this a noteworthy facility.
Bridges	Preserving and further developing the water resources is essential as a basic necessity for the future as well as attracting the tourist dollar. This is Lake Country! We have ample water recreation. However, the silting issues must be resolved.
Infrastructure, Energy Policy	? bridge projects need to be funded Improve and maintain all infrastructure. Lobby federal government to adopt a sane energy policy and keep Coffeen power plant operating.
Infrastructure, Limit Debt	Infrastructure – water and sewer updates, roads and drainage maintenance, all communities need to limit long term debt. Balanced budgets.
Roads and bridges, Social Capital	1. Roads and bridges (maintenance and improvement), 2. Education programs through Health Department such as Rural Communities Health Programs in schools, 3. Drug task force initiative and education
Maintain services, Level Funding, Lease Building	Maintain services for all county residents. Most assets are in very good shape. Feel the practice of repeated "Change orders" on projects that have been bid is outrageous and flat out wrong. Also control wages and benefits of all county staff, seems like they have it pretty good. County could purchase land build a multi-purpose building and lease to the business of marijuana in the Litchfield area. Require royalties be paid to the county. Win/win.
Infrastructure	Roads, infrastructure and help for the small villages that can not afford what they will need.
Business Development	Get some new business going – jobs.
Infrastructure	County-owned infrastructure, repairs and upgrades.
Roads, Bridges	I'm not up to speed on all the issues the county is facing but it would seem to me that the coal money should be used for long term items (roads, bridges).
Telecommunications	It is my opinion that we still need internet improvement throughout the many county communities. There are still dead areas for even phone service in our county as well.

What is the most important thing all Montgomery County residents need to prepare for its (the county) future after coal is gone?

THEME	ANSWER
Infrastructure	Keeping infrastructure up to date
Preparedness	Economic Downturn
Diversified Businesses	Diversified, multiple small businesses, light manufacture, livestock production, truck farms to the St. Louis Market
Workforce & Business Incentives	1. Provide for more county employment. 2. Educational opportunities such as a tech. school to prepare residents to pursue a trade. 3. Job incentives for small businesses.
Workforce & Preparedness	I suspect that the county should function and plan as if the coal mine will be gone tomorrow. I know there is 50 years of coal available, but if the demand is there- it may be 25. If our environmental politics change, the mine could be shut down. Today, coal is already old. The future of our county will be housed in the brains and hearts of our population. The county should be looking to improve the education of our population so that we rely less on commodities (corn and soybeans included) and more on access to healthcare, transportation, recreation and most importantly - jobs. We have a high percentage of poverty level population. This has to change for the county tax base to grow.
Business Incentives	My own view of Workforce Development is that it is not a good investment of public money when it is unfocused. It would be better to offer businesses specific financial help for worker training when such a need is identified. Startup businesses particularly, rarely have enough working capital and are vulnerable during the unproductive training phase.
Workforce	Maintain and improve educational opportunities for residents in all parts of the county. Not only should elementary and secondary education be a focal point, but also job training and continuing education.
Housing Infrastructure	We need to attract jobs. To attract jobs, we need more housing options within our cities. This requires land and infrastructure. Select a spot between the two largest communities and attract investment for the infrastructure, do the same on a small scale in the Raymond area and take advantage of their access to the Interstate.
Infrastructure	School districts in county. Water distribution and quality. Infrastructure in shadow area of roads, culverts, ditches and drainage system.
Workforce	Workforce development (education) to promote new companies to locate in the county and help existing companies to expand. This increased economic impact could easily replace the coal royalties.
Business Incentives	Increase revenue by attracting business to locate in our communities. Maintain or lower taxes to obtain a large company to start up or relocate in our county.
Economic development	Obviously, a decline in revenue is a concern. Economic development across entire county - consider wind mills.
Preparedness	We need to be ready for other sources of income to diminish also.
Infrastructure	Drinking water.
Preparedness	Lost dollars. Invest now and use when major problems occur.
Infrastructure, revenue	Strong infrastructure. Additional revenue sources.
Preparedness	I think it would be to live within our means. I would hate to see us use coal money to build something that adds huge dollars to the county's budget for maintenance long after the coal dollars are gone.
Preparedness	Again, my opinion calls for some of the current coal money to be put into investment funds so projects can be funded even after the money no longer comes into county coffers.

How many pennies of every dollar of coal royalties should be set aside for the following purposes?

Capital Improvements of County-Owned Facilities	Long Term Improvement to Match Community and Organizational Efforts Across the County	Reserve	Transfer Out for Operating Funds (salaries, insurance, pensions)	Notes
\$0.20	\$0.60	\$0.20	\$0.00	
\$0.80	\$0.00	\$0.20	\$0.00	
\$0.25	\$0.25	\$0.50	\$0.00	Phrased as percents
\$0.20	\$0.20	\$0.50	\$0.10	
\$0.00	\$0.50	\$0.50	\$0.00	
\$0.25	\$0.25	\$0.50	\$0.00	
\$0.20 (if roads are part of this)	\$0.30	\$0.50	\$0.00	
\$0.25	\$0.60	\$0.15	\$0.00	Phrased as percents
\$0.30	\$0.50	\$0.20	\$0.00	
\$0.40	\$0.40	\$0.10	\$0.10	
\$0.25	\$0.50	\$0.25	\$0.00	
\$0.20	\$0.25	\$0.20	\$0.05	\$0.30 roads and bridges
\$0.10	\$0.40	\$0.45	\$0.05	
\$0.10	\$0.20	\$0.60	\$0.10	
0	\$0.25	0	0	
\$0.10	\$0.20	\$0.50	\$0.20	
\$0.25	\$0.50	\$0.25	\$0.00	
\$0.50	\$0.25	\$0.25	\$0.00	
\$0.30	\$0.35	\$0.30	\$0.05	
485 + 30 that was singled out for road and bridge only				
515	650	615	65	1845 total
28%	35%	33%	4%	

General Comments:

This (coal royalties) is not a long term funding source. You build cost now, how are you going to fund it later without royalties/

The royalty revenue should be maintained as a discrete, distinct fund. The county should take a very conservative spending view, as the revenue may be variable and possibly subject to interruption. I believe that there should be some agreement that spending from the royalty fund should be restricted to say 50 percent of revenue and 50 percent preserved in cash.

This should be a part of the yearly budget.

30 -- infrastructure for roads and bridges (broken out as a subaccount)

United States



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The best and worst states for small business

Red tape blues

WASHINGTON, DC

Small businesses fret less about taxes than over-regulation

ITAN TONER, an architect in Philadelphia, recently went to city offices for a permit to build a stoop for a client's home. The city, he learned, had just imposed new requirements: he would have to get maps from gas, electric, water and other utilities to ensure the stoop would not disturb their underground lines and then resubmit his application. A process he thought would take a day took more than two weeks.

That's not all. Other new rules require that he prove that his builder has general liability, workers' compensation and car insurance, and has paid all his taxes. Four times a year he must set aside a half day to ensure he is paying the state's and city's myriad taxes correctly. Mr Toner doesn't question the need for rules and taxes; what galls him is the time and hassle involved in complying with them. "The information exists all over the place and the burden is on me not just to gather it but [to] interpret it. I'm not going to leave here because of this, but they're all things that could turn a person off of coming here."

America's states and cities have traditionally tried to attract businesses by offering them tax breaks and other cash incentives. Yet there may be a more effective way, and one which puts no strain on stretched budgets: make life simpler.

Thumbtack, a website that matches customers to businesses, and the Kauffman Foundation, a think-tank, asks thousands of small businesses annually about local requirements for hiring, regulations, zoning, licences, health insurance and

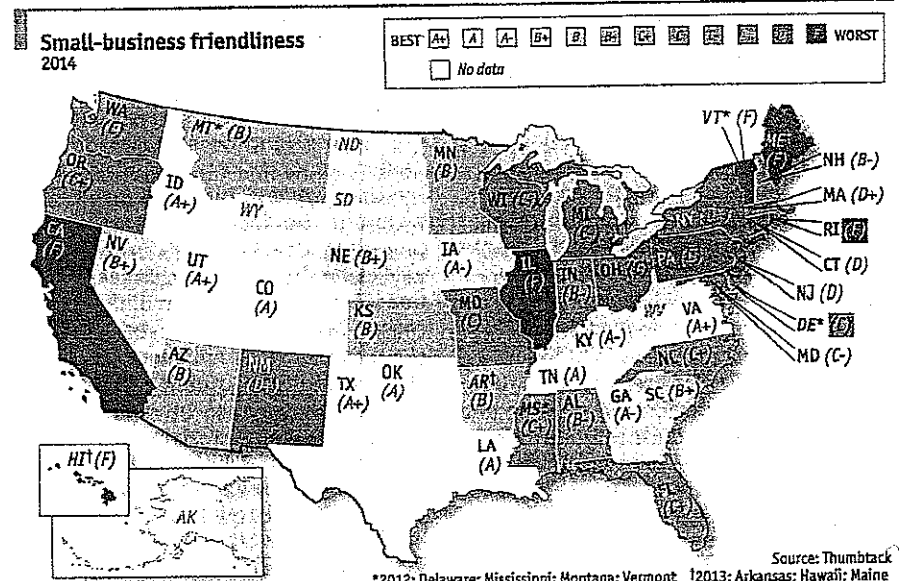
training. They have enough data to compile (somewhat subjective) "business climate" grades for 38 states and 82 cities.

One surprising finding is how little local tax rates matter. Nearly two-thirds of respondents say they pay their "fair share" of taxes, which the survey-takers reckon means they don't feel over- or undertaxed. But many complain about the difficulty of complying with complex regulations: this was a strong predictor of how small businesses rank their states.

To be sure, low-tax states such as Texas generally score well, while high-tax states such as California and Illinois flunk their tests. This may be because the kind of politicians who like high taxes also like bossing people around. But not always. Minnesota, a high-tax state, earns a respectable "B" for business climate, partly because it is easy to start a business there. Washington and Florida, both low-tax states, earn a "C" and a "C+". Entrepreneurs fault Washington's harsh zoning laws and gripe that in Florida new firms must jump through hoops like dolphins at Sea World.

The lesson for politicians is: "no matter what else you do, make things easy," says Jon Lieber of Thumbtack. "This may seem obvious but a lot of governments don't do it right. Don't require a plumber to spend two days at city hall pulling permits when he could be doing jobs."

Too often, state websites are confusing >>



Source: Thumbtack
 *2012; Delaware; Mississippi; Montana; Vermont *2013; Arkansas; Hawaii; Maine
 Interactive: See which states are worst for small businesses: Economist.com/usbizfriend

and bureaucrats unhelpful. Dennis Kessler, an accountant in New Jersey, says he usually can't get through on the telephone to the relevant department. When he does, the information is often misleading or incomplete. He recently spent 30 hours trying to help a client change its corporate status without getting a different federal tax-identification number—only to discover that this is impossible.

Licensing rules are a headache. In theory, they protect the public from incompetence, which is useful if you are hiring a doctor. But increasingly they protect incumbents from competition—the requirement to have a licence raises an occupation's wages by 18%, according to Morris Kleiner and Alan Krueger, two economists. In the 1950s less than 5% of workers required state licences; now 35% do.

Some make no sense. Celeste Kelly, a horse lover, began offering horse massage, a subject she had studied privately, in 2006; she charges \$55 per session. In 2012 the Arizona State Veterinary Medical Examining Board ordered her to “cease and desist” or face heavy fines and possible criminal charges. According to the Institute for Justice (IJ), a libertarian law firm which is suing the board on her behalf, Arizona does not require vets to learn massage, and Ms Kelly may offer it for free; she simply can't charge for it unless she's a vet. “Veterinarians I know think it's ridiculous,” she complains. “It's their political arm that has crafted legislation to be self-protective.”

State licensing regimes vary widely. Louisiana requires licences for 70% of low-wage occupations, according to IJ, including barber, bartender and cosmetologist. In Wyoming, it is a more modest 24%. In Hawaii, licences require an average of 724 days of experience and education; in Pennsylvania, 113. Enforcement is uneven, too.

Changes to regulations have little effect on economic growth in the short run—cyclical influences such as the state of the housing market or the fortunes of a particular industry (high-tech in California, oil in Texas) matter more. But in the long run, business-friendliness makes a difference: one study found that states that rank better on indices of taxes, costs and regulations enjoy stronger job growth, after filtering out the influence of industry composition and the weather. Globally, countries that rank higher in the World Bank's surveys of the ease of doing business grow faster.

Lowering barriers to entry for new businesses gives consumers more choice and cheaper prices. A gourmet-food-truck fad began in Los Angeles with \$2 Korean tacos in 2008, and has thrived because the city is flexible about where such trucks can park. By contrast, Chicago forbids food trucks from operating within 200 feet of a bricks-and-mortar restaurant, and requires them to have a GPS to ensure compliance, which makes life very hard for them in the down-

town business district.

Businesses lobby for lots of things they should not have: handouts from the taxpayer, handicaps imposed on their rivals. But it is hard to find fault in their plea for simpler rules, swifter bureaucratic decisions, government websites that a normal person can navigate and officials who actually answer the phone.

Clearing away old rules is hard. Their benefits tend to be concentrated (eg, when they protect incumbents); their costs dispersed (slightly higher prices affect all consumers, but only a little). States and cities can, however, slow the pace at which new rules proliferate, for example by estimating their economic impact before enacting them. Last year Iowa's governor vetoed a bill that would have required licences for

drug-abuse counsellors, and Arizona made life easier for firms operating in multiple cities with separate sales taxes by limiting them to one tax form and one audit.

The difficulty is that many rules purport to protect the public: from shoddy services, dangerous products or even death. Even if the cost is high and the risk remote, no politician wants to be accused of compromising public safety. Last year Mike Pence, Indiana's Republican governor, vetoed the licensing of diabetes educators and anaesthesiologist assistants, on the grounds the new rules would raise barriers to business and require additional bureaucracy. But a year later, he signed into law a modified version of the measure, minus the extra bureaucracy but otherwise much the same. ■

The Supreme Court

A year of drama and dissent

SAN DIEGO

The Roberts court quietly paves the way for big changes

ON JUNE 30th, the final day of its 2013-14 term, the Supreme Court's slim conservative majority took pains to deny that its last two rulings were radical. In *Burwell v Hobby Lobby*, the Court decided, 5-4, that some employers with religious objections do not have to pay for contraceptives for their staff, despite a law (Obamacare) that tried to make them do so. This ruling will not open the door to “a flood of religious objections” to American laws by pious employers, insisted Justice Samuel Alito, a conservative. Oh yes it will, retorted Justice Ruth Bader Ginsburg, a liberal, albeit in grander language. The case sparked furious controversy (see page 25).

Yet it may have been the less consequential of the two cases decided that day. The other was *Harris v Quinn*, a dispute about unions that turned on the arcane question of how to categorise home-healthcare workers. Pamela Harris, an Illinois mother, bridled when she was told to pay fees to the Service Employees International Union (SEIU). Under Illinois law, because Ms Harris received Medicaid cheques for looking after her disabled son, she was deemed a public employee and had no choice but to be represented by SEIU in negotiations with the state.

By the narrowest of margins, the court ruled that this was unfair. Mr Alito observed that Ms Harris and other home health aides are employed by the people they care for, not by the state, and that they enjoy few of the perks that fully-fledged public workers get, such as pensions and ironclad job security. “Illinois deems per-

Pills, phones & presidential power

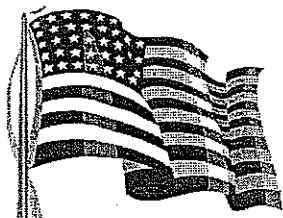
Supreme Court rulings, 2013-14

Case	Result	Comments
<i>McCutcheon v FEC</i>	5-4	Struck down some limits on how much individuals can contribute to political campaigns
<i>Harris v Quinn</i>	5-4	Ruled that home-care workers who don't want to join a union don't have to pay union fees
<i>Burwell v Hobby Lobby</i>	5-4	Ruled that closely held firms with religious objections don't have to pay for their employees' contraceptives
<i>Riley v California</i>	9-0	Barred police searches of suspects' cell phones without a warrant
<i>NLRB v Noel Canning</i>	9-0	Curbed the power of presidents to make appointments when the Senate is in recess

Source: US Supreme Court; *The Economist*

sonal assistants to be state employees for one purpose only, collective bargaining,” wrote Mr Alito. He ruled that Ms Harris was at most a “partial” public employee, and therefore not obliged to pay the SEIU for representation she did not want.

Although the opinion was narrow, labour leaders saw ominous signs in it. Mr Alito and some other conservatives would probably have liked to overturn *Abood v Detroit Board of Education*, a 1977 precedent holding that public-school teachers who do not join a union must still contribute cash to its collective-bargaining efforts. Unions see this as a safeguard against free-riding: they fret that, if they could, some workers might opt to enjoy the benefits of

WORLD NEEDS GOODIN GOD WE TRUST

OFFICE OF
MONTGOMERY COUNTY TREASURER
AND COLLECTOR

1 Courthouse Square, Room 101, Hillsboro, Illinois 62049
(217) 532-9521 FAX (217) 532-2404

Ronald D. Jenkins, Treasurer and Collector

July 23, 2014

Roy Hertel, Chairman
Montgomery County Board
P.O. Box 122
Hillsboro, Illinois 62049

Re: Designation of Depositories

Dear Chairman Hertel:

Illinois Compiled Statutes Chapter 55, Act 5, Section 5/3-10009 states in part "the County Board when requested by the County Treasurer, shall designate one or more banks or savings and loan associations in which the funds and other public moneys in the custody of the County Treasurer may be kept" (see attached).

Pursuant to this statute I am requesting designation of the following banks or savings and loan associations with facilities located in Montgomery County:

1. Prairie State Bank, Virden, Illinois
2. Carlinville National Bank, Carlinville, Illinois
3. First Community Bank, Hillsboro, Illinois
4. First Financial Bank, Hillsboro, Illinois
5. National Bank, Hillsboro, Illinois
6. Litchfield Community Savings, Litchfield, Illinois
7. Bank and Trust Company, Litchfield, Illinois
8. First National Bank of Litchfield, Litchfield, Illinois
9. Litchfield National Bank, Litchfield, Illinois
10. Nokomis Savings Bank, Nokomis, Illinois
11. First National Bank of Nokomis, Nokomis, Illinois
12. First National Bank of Raymond, Raymond, Illinois
13. Security National Bank, Witt, Illinois

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Jenkins", written over a horizontal line.

Ron Jenkins, Treasurer

Attachment

55 ILCS 5/3-10009) (from Ch. 34, par. 3-10009)

Sec. 3-10009. Deposit of public funds.

(a) In counties having a population of less than 150,000 the county board, when requested by the county treasurer, shall designate one or more banks, savings and loan associations, savings banks, or credit unions in which the funds and other public moneys in the custody of the county treasurer may be kept and when a bank, savings and loan association, savings bank, or credit union has been designated as a depository it shall continue as such until 10 days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities as is required by this Section. When a new depository is designated, the county board shall notify the sureties of the county treasurer of that fact, in writing, at least 5 days before the transfer of funds. The county treasurer shall be discharged from responsibility for all funds and moneys which he deposits in a depository so designated while such funds and moneys are so deposited.

No bank, savings and loan association, savings bank, or credit union shall receive public funds as permitted by this Section, unless it has complied with the requirements established pursuant to Section 6 of "An Act relating to certain investments of public funds by public agencies", approved July 23, 1943, as now or hereafter amended.

(b) In addition to any other investments or deposits authorized under this Code, counties are authorized to invest the funds and public moneys in the custody of the County Treasurer in accordance with the Public Funds Investment Act.

(Source: P.A. 97-129, eff. 7-14-11.)

RESOLUTION OF PARTICIPATION AND SUPPORT

Intergovernmental Law Enforcement Officers In-Service Training Act

Public Act 82-674

WHEREAS, the Legislature of the State of Illinois has recognized the importance of providing mobile team in-service law enforcement training units for the purpose of providing regional in-service refresher courses and updated training to state and local law enforcement officers; and

WHEREAS, to facilitate and authorize the establishment of said mobile team in-service training units, the Legislature has passed Public Act 82-674, known as the "Intergovernmental Law Enforcement Officers In-Service Training Act"; and

WHEREAS, each and every law enforcement agency within the area recognizes the value and legal necessity of updated continuing police training for state and local law enforcement officers; and

WHEREAS, it is recognized that the development of a regional training program will provide flexibility in training and coordination of available statewide resources to assist law enforcement agencies to meet local training needs in a timely manner as required by law; and

WHEREAS, since the inception of the Law Enforcement Training Advisory Commission, Mobile Team Unit #10, (LETAC, MTU 10) formerly known as Crime Prevention Commission, MTU #10 and Illinois Law Enforcement Commission (ILEC), Region #14, the counties and municipalities therein have cooperated in local efforts to improve law enforcement training availability to all law enforcement agencies within the LETAC region, and through that association counties and municipalities have determined a need to coordinate the efforts of the numerous public and private agencies involved; and

WHEREAS, the Law Enforcement Training Advisory Commission, Mobile Team Unit #10, a general not-for-profit corporation chartered in the State of Illinois was created to serve member Law Enforcement agencies within the area served by LETAC; and

WHEREAS, LETAC will operate under rules, policies and procedures established and required by the Illinois Law Enforcement Training and Standards Board, formerly known as the Illinois Local Governmental Law Enforcement Officers Training Board, a member of which will also serve on the Law Enforcement Training Advisory Commission, Mobile Team Unit #10;

NOW THEREFORE BE IT RESOLVED THAT WHEREAS, certain funds are available to Mobile Teams from the State of Illinois as administered through the Illinois Law Enforcement Training and Standards Board, the Law Enforcement Training Advisory Commission, Mobile Team Unit #10 is hereby authorized to apply for said funds for the purpose of providing Law Enforcement Training for officers of Montgomery County Coroners Office;

BE IT FURTHER RESOLVED THAT, pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Provisions of Intergovernmental Cooperation Act and otherwise Montgomery County Coroners Office hereby designates the Law Enforcement Training Advisory Commission, Mobile Team Unit #10 as a Mobile Team In-Service Training Unit as described under Public Act 82-674 and LETAC is given authority to contract with other units of government for similar purposes;

BE IT FURTHER RESOLVED THAT, Montgomery County Coroners Office from time to time at the discretion of their ruling government body, may appropriate, allocate and direct to be paid to the Law Enforcement Training Advisory Commission, Mobile Team Unit #10 certain sums of money to be used as compensation for regional training services, required local matching funds, and to generally support their continuing efforts for the benefit of Montgomery County Coroners Office and other local governmental units of the region;

BE IT FURTHER RESOLVED THAT, Montgomery County Coroners Office hereby agrees to cooperate with other local units of government within the LETAC region to promote improvements in Law Enforcement Training and availability of the same within commuting distance and hereby endorses the authorized services of LETAC as set out in its charters and by-laws and further authorizes the LETAC to apply for, receive, utilize and expend such Federal or State Funds as might be available, all in accordance with applicable law.

[Signature]
Signed

County
~~NOTARY~~
SEAL

9/9/14
Dated

Attest: [Signature]

Dated this 9th day of Sept, 2014

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-259-010

As described in certificate(s) : 2010-00230 sold October 2011

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Litchfield, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 9th day of September, 2014

ATTEST:
Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-07

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

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

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

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

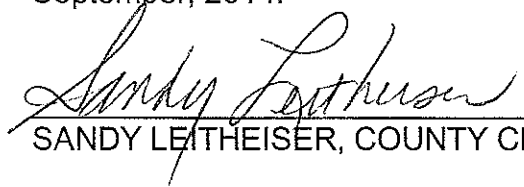
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

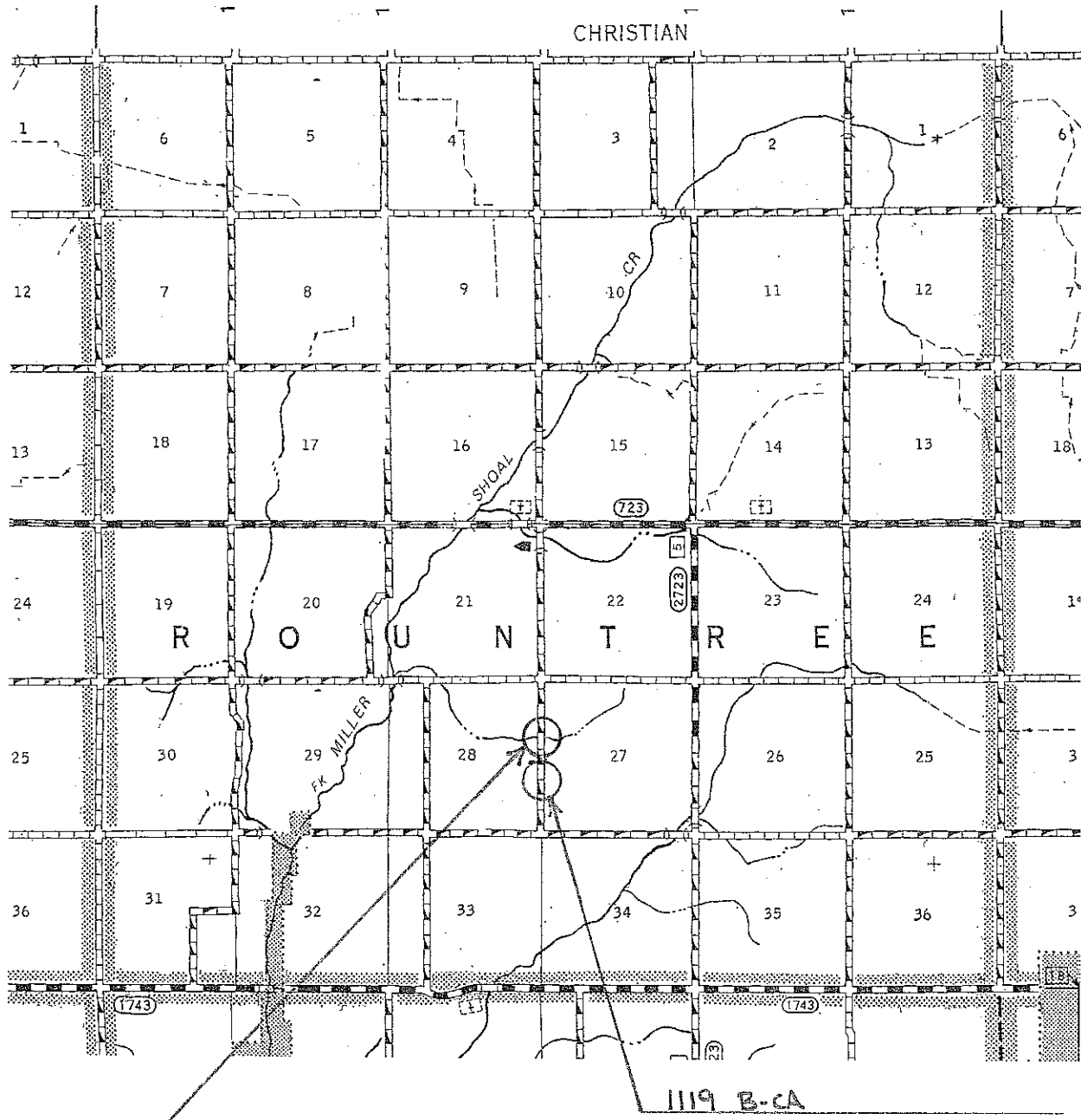
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1118 B-CA E 15 th Road	Rountree Road District	50 %	5,750.00
	Montgomery County	50 %	5,750.00
TOTAL =		100 %	\$ 11,500.00

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

Approved and adopted by the Montgomery County Board this 9th day of September, 2014.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-08

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

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

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

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

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

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

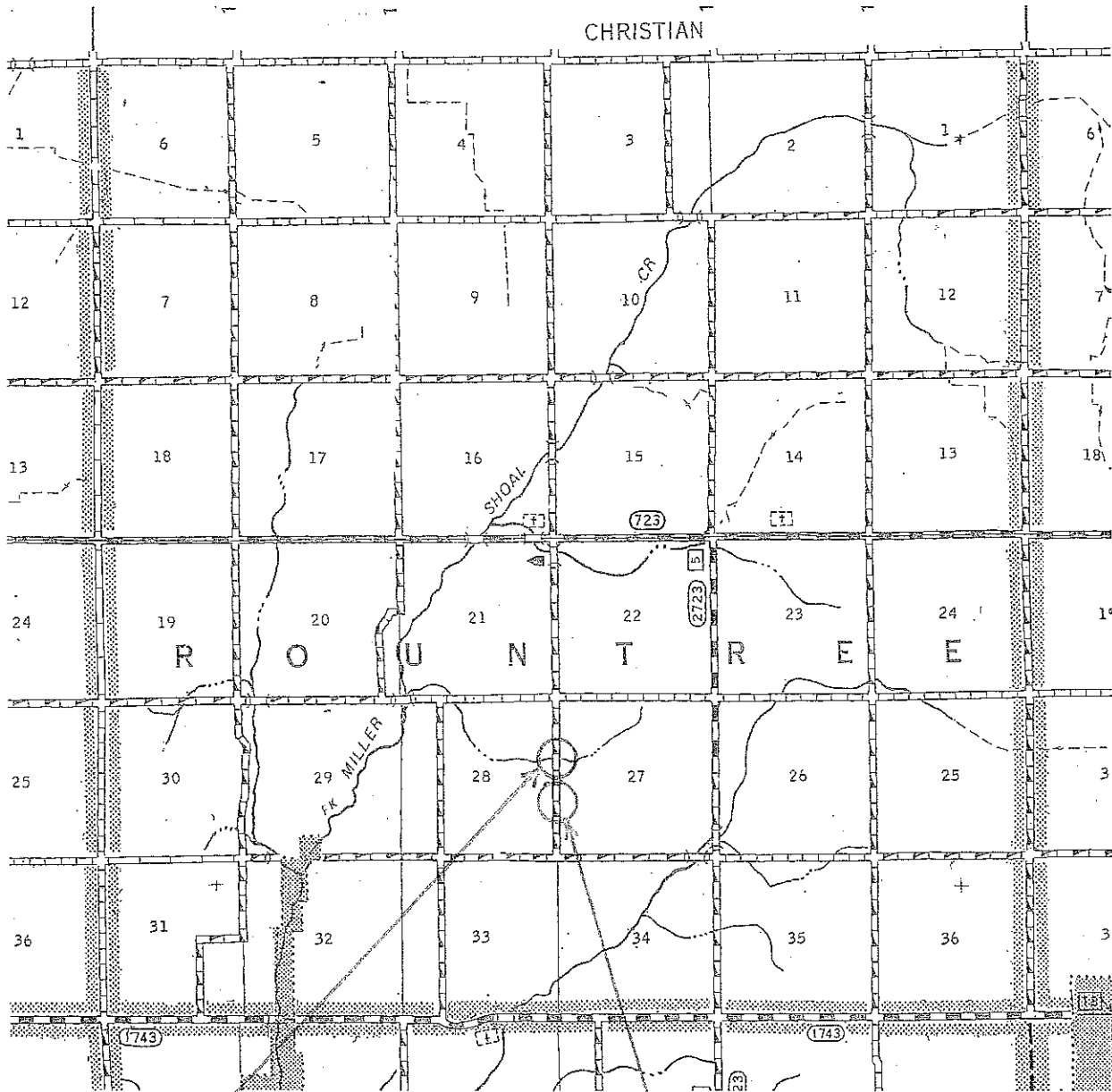
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1119 B-CA E 15 th Road	Rountree Road District	50 %	6,500.00
	Montgomery County	50 %	6,500.00
TOTAL =		100 %	\$ 13,000.00

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

Approved and adopted by the Montgomery County Board this 9th day of September, 2014.



SANDY LEITNEISER, COUNTY CLERK

(SEAL)



1119 B-CA

1118 B-CA

Municipality NA	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 McDonough-Whitlow, P.C.
Township NA			Address 9025 Illinois Route 127
County Montgomery			City Taylor Springs
Section 09-00132-00-RS			State IL

THIS AGREEMENT is made and entered into this 9th day of Sept, 2014 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 CH7 Roadway Improvements

Route CH7 Length 3 Mi. _____ FT (Structure No. _____)

Termini Madison Street, Nokomis to the Montgomery-Christian County Line

Description:
Project Report for the upgrade of approximately three (3) miles of CH7 from Madison Street to the Montgomery-Christian County Line. Project is expected to be a Categorical I Exclusion and will utilize 3R guidelines for Rural Sections. No Intersection Design Study is anticipated. Public involvement will be by County Engineer. Maximum of 2 bimonthly coordination meetings are included.

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 improvements herein before 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, Department of Natural Resources-Office 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.
 - 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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- Assist the LA in the tabulation and interpretation of the contractors' proposals
 - Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the 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.
- 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, 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 percent 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	\$9,100.00	
\$50,000			%
			%
			%
			%
			%

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 & 1k of the ENGINEER AGREES at actual cost of performing such work plus 194 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, 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 the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. 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:
- 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 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 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
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 shall pay the ENGINEER for such changes on the basis of actual cost plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. 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,

- 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 for 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.

WITNESS WHEREOF, the parties have caused the 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 Leithner
Montgomery County Clerk
(Seal)

County Board Chairman
By [Signature]
Title Montgomery County Board Chairman

Executed by the ENGINEER:

McDonough - Whitlow, P.C.
Tom M. McDonough

ATTEST:

By [Signature]
Title PRESIDENT

By _____
Title _____

Approved

Date
Department of Transportation

Regional Engineer

Exhibit A - Preliminary Engineering

Route: CH 7
 Local Agency: Montgomery County
 (Municipality/Township/County)
 Section: 09-00132-00-RS
 Project: _____
 Job No.: _____

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 157.36 %
 Complexity Factor (R) 0.00
 Calendar Days 90

Method of Compensation:
 14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Project Dev Rept	Engr III	59.00	\$34.45	\$2,032.55	\$3,198.42	\$0.00	\$159.50	\$781.61	\$6,172.08
	Tech III	14.75	\$23.00	\$339.25	\$533.84	\$0.00	\$0.00	\$126.59	\$999.68
	Clerical I	4.00	\$14.70	\$58.80	\$92.52	\$0.00	\$0.00	\$21.94	\$173.26
QA/QC	QA/QC Engr	8.00	\$51.00	\$408.00	\$642.02	\$0.00	\$0.00	\$152.25	\$1,202.27
Admin	Struct Engr	2.00	\$51.00	\$102.00	\$160.50	\$0.00	\$0.00	\$38.06	\$300.56
	Office Admin	2.00	\$25.50	\$51.00	\$80.25	\$0.00	\$0.00	\$19.03	\$150.28
	Engineer III	1.00	\$34.45	\$34.45	\$54.21	\$0.00	\$0.00	\$12.85	\$101.51
Totals		90.75		\$3,026.05	\$4,761.76		\$159.50	\$1,152.33	\$9,099.64

C.E.F.S./Central Illinois Public Transit
Grant Recipient Monthly Monitoring Outcome Report

Montgomery County

	Hours of Service for Montgomery County Transportation are 7:00 A.M. to 5:00 P.M.												
	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Total
Monitoring Indexes													43
Number of Days of Service	22	21											2,014
Number of Trips	1,076	938											1,270
Number of Vehicles	6	6											18,402
Revenue Vehicle Hours	632	638											\$0
Revenue Vehicle Miles	10,316	8,086											\$0
DOAP Revenues													\$0
5311 Revenues													\$572
JARC Revenues													\$947
Contract Revenues	\$337	\$572											\$46,058
Fares	\$17,141	\$28,917											-\$44,539
System Expenses	-\$16,804	-\$27,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	309
Net Revenues	150	159											51
Ridership	31	20											0
Trip Denials	0	0											\$22.87
Trip Denied but Provided	\$15.93	\$30.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.27
Cost per Trip	\$27.12	\$45.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.50
Cost per Hour	\$1.66	\$3.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	10
Cost per Mile	5	5											0
Maintenance of Vehicles	0	0											0
Maintenance of Facilities	0	0											0
New Service Contracts	0	0											0
Overtime Hours	0	0											0
Complaints	0	0											0.067
Vehicle Accidents	0.036	0.031	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.067
Mobility Index Outcomes/Efforts	0.429	0.401	0.268	0.201	0.161	0.134	0.115	0.100	0.089	0.080	0.073	0.067	
Annualized Mobility Index													
(Note - Annual Goal is .69)													
2010 Census Rural Population	30,104												
Montgomery County													

800X

Montgomery County Planning Commission

Recommendations

Thursday, May 15, 2014

F I L E D
SEP 24 2014

Sandy Litzner COUNTY CLERK

Based on the review of the 2012 Montgomery County Comprehensive Plan, the Planning Commission recommends the following to the County Board:

The Planning Commission encourages that the County Board allocate a percent of income from the coal tax revenue to be put into use for a long term improvement fund.

The Planning Commission encourages that the County Board to update the following items within the Comprehensive Plan:

Utility, Infrastructure and Transportation Goal 3: Encourage the expansion and the availability of affordable high speed internet and cell phone service access to residential, business, and public sector users.

1. Explore opportunities to develop a public-private organization to support and grow affordable high speed internet access opportunities in Montgomery County.
2. Continue to play active role in the Demuzio Broadband Initiative and in other opportunities to increase data transfer capacity.

Land Use Goal 2: Update the County subdivision ordinance.

- ~~1. Set up short term advisory committee comprised of planning commission members, county board members, county clerk and recorder, engineer and GIS coordinator to development updated County subdivision ordinance.~~
- ~~2. Develop long term schedule for review of subdivision ordinance.~~
3. Designate a County office with responsibility of implementation of scheduled review of subdivision ordinance.
Assign duties to the County Highway Engineer for the purpose of review for the subdivision ordinance.

The Planning Commission encourages that the County Board to take action on the following items within the Comprehensive Plan:

Housing Goal 1: Encourage the development and preservation of long-term, affordable housing for low and moderate income residents and for retirement living options.

1. Encourage infill housing development in urban areas to take advantage of existing infrastructure and services.
2. Support C.E.F.S. and the Montgomery County Housing Authority in their efforts to expand the quantity and improve the quality of affordable housing.
3. Promote and support the rehabilitation of existing housing units to create a larger stock of affordable housing.
4. Have active representation on the Montgomery County Housing Authority Board of Directors.

5. Work with Montgomery County Housing Authority, C.E.F.S. and other organizations to identify funding opportunities that support and grow more affordable housing options within Montgomery County.
6. Continue to create opportunities to take abandoned properties within Montgomery County and transfer ownership to local governments or other entities in an effort to encourage redevelopment that is consistent with neighboring properties.
7. Provide support and incentives such as tax abatements for development of retirement living communities.

Land Use Goal 1: Establish a land use and growth management program to enable greater control over land use and development.

1. Continue to use the Montgomery County Planning Commission as the lead investigator into the development and implementation of a long-term land use and growth management program.
2. **Create a more effective building permit process for new construction to track residential, commercial and industrial construction and development.**
3. Research feasibility of adopting and enforcing building codes for new construction.
4. Prohibit development in flood plains is prohibited.
5. Decrease flooding and drainage problems by incorporating storm water management practices, such as detention and infiltration, in new development.
6. Consider forming an Agricultural Areas Committee under the Agricultural Areas Conservation and Protection Act (505 ILCS 5/) to protect farmland.

MONTGOMERY COUNTY REVOLVING LOAN FUND

POLICY & PROCEDURE MANUAL

2007

Rev. 2009

Rev. 2014

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Section 1. Montgomery County Revolving Loan Fund Mission Statement

Section 1.1. Goal:

To establish a revolving loan fund (RLF) in Montgomery County to benefit new and existing businesses that operate within Montgomery County limits. An original investment of \$250,000 by the Montgomery County Board from the General Revenue Fund (allocation of money generated from sale of coal rights) will be used to start the fund budget year starting December 1, 2006.

Section 1.2. Objectives of Revolving Loan Fund:

- Create and retain permanent private sector employment,
- Encourage small business start-ups and expansions,
- Stimulate investments in the county,
- Leverage public and private investments.

Section 1.3. Eligible Projects:

- Acquisition of land, buildings, and fixed equipment,
- Working capital and inventory,
- Site preparation and construction, reconstruction, or installation of buildings and fixed equipment,
- Clearance and demolition, removal or rehabilitation of buildings, and improvements.

Section 1.4. Ineligible Projects:

- Reimbursing expenditures made prior to approval of the loan,
- Land, buildings, or fixed equipment not essential to the business,
- Routine maintenance.

Section 2. General Information Concerning Revolving Loan Fund

Section 2.1. Eligible Parties for Requesting Revolving Loan Funds:

Financial institutions can request RLFs for specific projects for parties they represent. The request will be in the form of a participation agreement between the lead financial institution and the RLF fund. Funds will be allocated on a pro rata share of the presented project cost with the County's portion not exceeding 33%.

Section 2.2. Availability of Funds:

Loans are subject to availability of funds.

Section 2.3. Allowable Request Amounts:

Only requests between \$5,000 and \$50,000 will be considered. In the event the RLF board views the project as exceptional due to the number of employees or other measurable impact, the RLF board has the right to increase the maximum request amount. However, the revolving loan can not exceed 33% of the total project costs.

Section 2.4. Interest Rate Charged to Financial Institution for Participation:

RLF rate to financial institutions is fixed at 2% throughout the duration of the participation agreement. The RLF board has the right to change the RLF interest rate as needed. However, changes in the interest rate will only affect future requests. The RLF interest rate will be used to cover the costs of administration. If adjustments to the RLF interest rate are made, renegotiations on the share of the percentage that is maintained by the administrator and the Montgomery County Board will be done at that time.

Section 2.5. Guideline for Rate Charged by Financial Institution to End User of RLF:

Financial institutions may not charge more than 4% above the RLF rate to end user of revolving loan funds on the revolving loan share of the loan. Therefore, the total interest rate of the RLF share of the loan cannot exceed 6%.

Section 2.6. Repayment Schedule:

The repayment schedule will be determined by the financial institutions, and presented in the request for revolving loan funds. Any changes to original terms of the repayment schedule must be approved by the RLF board.

Section 2.7. Method of Repayment:

Payments by financial institutions will be split. The principal will go back into the RLF account established by the Montgomery County Board, making those funds available for future participation agreements. The RLF interest rate paid by financial institution for participation will be paid directly to the administrator to cover the costs of administration.

Section 2.8. Terms of Participation:

The terms of the participation agreement will vary depending upon the collateral and use of funds. As a guide, a maximum of 20 years on real estate, 10 years on equipment and 7 years on working capital will be allowed.

Section 2.9. Collateral for Participation:

Collateral must be more than sufficient to cover the participation amount. Collateral, the security pledged for the repayment of the loan, must equal the amount of monies borrowed. Verification of the value of the collateral must be supplied in the form of independent appraisals; deeds, titles, etc.

Section 3. Requirements of Requests for Revolving Loan Funds

Section 3.1. Capital Requirements & Analysis:

The revolving loan fund board and County will review the capital position of the borrower to make sure it is adequate. The County's portion of the total loan will not exceed 33 percent.

Section 3.2. Job Creation/Retention Guideline:

Create or retain one full-time permanent position for every \$20,000.00 requested.

Section 3.3. Demonstration of Need for Funds:

The lead financial institution must demonstrate that they have reviewed and approved the borrower's financial condition and business plan and have found evidence of collateral necessary to justify the loan.

Section 3.4. Insurance Requirement on Collateral:

Maintain adequate insurance on the pledged collateral. The participating financial institution must verify adequate insurance is maintained on the pledged collateral.

Section 3.5. Comply with All Applicable Laws, Regulations, and Ordinances:

Comply with all applicable local, state and federal laws, regulations and ordinances.

Section 3.6. Recalling of Participation:

Participation can be recalled in the event that jobs are lost due to relocation of part or all of the business outside Montgomery County. The rate of recall is based on \$20,000.00 per job lost due to relocation. The RLF board will decide if a recall is necessary. The RLF board will notify parties that are up for discussion concerning this issue at least 48 hours prior to the meeting. Written notice of a decision concerning this issue will be sent within 30 days of a decision by the RLF board to all parties involved.

Section 3.7 Default

In the event of borrower default on the loan, the participating financial institution will be responsible for repossession of the assets, real and personal. The liquidation and disposition of assets will be shared risk between the financial institution and County pro rata. The financial institution shall notify the County, in writing, if it declares a loan in default.

Section 4. Revolving Loan Fund Application Process**Section 4.1. Application Availability:**

The administrator is responsible for preparing an application. Applications will be made available by the administrator to all parties that request them.

Section 4.2. Application Packet:

Besides a completed application, the financial institution may be asked to provide the following information about the end-user of the RLFs:

- The company's complete business plan, as well as a brief summary, (1-2 pages) that provides background about the project and market opportunity.
- Detailed project costs and forecasts of potential revenue.
- Financial statements for the business of the past three years. If the RLF project is for new business, then copies of the majority owner(s)'s¹ personal financial statements² for the past three years are required. Both personal and business and/or consolidated financial statements must be submitted.

¹ Majority ownership is defined as anyone owning at least 20% or more of the business.

² Personal financial statements include, but are not limited to, past tax returns with the IRS.

- Repayment analysis with cash flow projections.
- Collateral analysis
- Current credit report

Section 4.3. Application Review Process:

Applications are reviewed on an as needed basis by the RLF board. The application packets must be delivered to board members five working days before the review meeting. Applicants will be invited to attend the meeting at which their application is reviewed. Applicants will receive 5 days' notice prior to the meeting date. The RLF Chairman has discretion to require a shorter review process and meeting notice if the Chairman deems it is warranted. The RLF board makes a decision within 30 days of the meeting. Applicants will be notified in writing of the decision of the RLF board. Before a participation agreement can be offered, approval by the Economic Development Committee of the Montgomery County Board has to take place. If a participants' agreement is offered to the applicant, they will have 30 days from date of written notification to accept or deny the agreement. There is no limit on the number of applications that an applicant may submit.

Section 5. Administration of Revolving Loan Funds

Section 5.1. Administration of the Loan Fund:

Administration includes, but is not limited to, establishment of RLF board, marketing the RLF, staffing and coordination of RLF board meetings, establishment of record keeping on all decisions made by the RLF board, and other duties as needed.

Section 5.2. Appointment of Administrator:

The power is granted by approval of the majority of the Montgomery County Board. The administrator shall have a term of three years.

Section 5.3. Payment for Administration:

The administrator will receive the RLF rate paid by financial institution for participation by the financial institutions that have entered into participation agreements with the RLF board. Said administrator will use those funds to cover the costs associated with administering the Revolving Loan Fund. In the case that the RLF rate for participation is to be increased, as stated in Section 2.4, renegotiation on the share of the percentage that is maintained by the administrator and the Montgomery County Board will be done at that time.

Section 5.4. Removal and/or Reappointment of an Administrator:

The Montgomery County Board has the authority to remove an administrator, and therefore, appoint a new administrator or reappoint an administrator to the RLF. Removal will take approval of the majority of the Montgomery County Board, as well as the appointment or reappointment of an administrator. This can be done on an as needed basis. This would not effect participation agreements in place or those that are pending. However, no new participation agreements could be made until a new administrator has been named by the Montgomery County Board. Payments to the administrator for administration costs would stop at the end of the next month period following the decision of removal by the Montgomery

County Board. In the case that the administrator was to change, all records maintained by the administrator need to be transferred to the new administrator within a timely fashion.

Section 6. Revolving Loan Fund Board

Section 6.1. Composition of Revolving Loan Fund Board:

The Revolving Loan Fund Board will be comprised of seven board members. All board members will be appointed to three year terms. Six board members will be appointed by the administrator. The seventh member will be appointed by the Chairman of the Montgomery County Board. Members need not be residents of Montgomery County, but must work within Montgomery County or for a financial institution which serves Montgomery County. Initially, the board members will have staggered terms, as determined by a random drawing, in order to have continuity on the RLF board. The number of board members may be increased/decreased as needed and approved by a majority³ of the current RLF board. RLF board members can have no more than two consecutive terms. The six board members appointed by the administrator must declare a community within Montgomery County they wish to represent and a financial institution. The composition of the six members appointed by the administrator can be comprised of no more than two members representing the same Montgomery County community, and at least four different Montgomery County communities need to be represented by the six members. Also, no more than two members of the six can represent the same financial institution. The seventh member, appointed by the Chairman of the Montgomery County Board, will represent the county at large.

Section 6.2. Criteria for Selection of Revolving Loan Fund Board:

Those wishing to serve on the RLF Board need to complete a nomination form prepared by the administrator. The administrator will develop a slate of potential RLF board members. The slate will need to be approved by the administrator and presented to the full Montgomery County Board before moving forward with appointments.

Section 6.3. Organization of Revolving Loan Fund Board:

Each year at the organizational meeting of the RLF board the members will vote a chairman and vice chairman into place. The chairman will be responsible for calling meetings and for the leadership of meetings. In the absence of the chairman, the vice chairman will serve as acting chairman. The chairman, or acting chairman, will only vote in cases of a tie on decisions for participation agreements and policy decision regarding the board.

Section 6.4. Removal from Revolving Loan Fund Board:

RLF board members can submit a letter of resignation to the Chairman of RLF board if they are unable to fulfill their term. Also, if necessary, and approved by a majority of RLF board, a board member may be removed. The RLF board will then in writing notify the RLF board member of their decision to remove them; a board member's removal will be effective following the meeting with either an acceptance of a letter of resignation or approval by a majority of the RLF board.

³ Majority on RLF board is 51%, therefore, with a seven member board; at least four must approve change.

Section 6.5. Replacement of Revolving Loan Fund Board Member:

In the case that a RLF board member needs to be replaced, the responsible party (i.e. administrator or Chairman of the Montgomery County Board) will need to fill the position within 60 days of the board members absence. The new appointee will fill the unexpired term of the board member he/she is replacing. However, the new appointee does not have to be representing the same Montgomery County community or financial institutions as his/her predecessor, but the composition of the RLF board needs to be consistent with the guidelines listed in Section 6.1.

Section 6.6. Meetings for RLF Board:

Meetings will be held on an as needed basis, except for an annual organizational meeting which will take place sometime during the June or July of each year. For an official meeting to take place, at least four RLF board members need to be present. At least 48 hours notice prior to the meeting needs to be given to applicants who are up for review.

Section 6.7. Conflict of Interest:

In the case that a RLF board member either represents the party and/or parties requesting funds or has a professional or personal tie to the party and/or parties requesting funds, the board member is to remove him/herself from voting on the request.

Section 7. Dissolution of Revolving Loan Fund

Section 7.1. Dissolution of Revolving Loan Fund:

The only way to dissolve the Montgomery County Revolving Loan Fund is with the passing of a resolution by a majority of the full Montgomery County Board to discontinue its commitment of funds. If that were to happen, no additional requests for participation would be approved; however, participation agreements in place would continue as initially agreed upon.

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-09

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

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

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

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

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

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

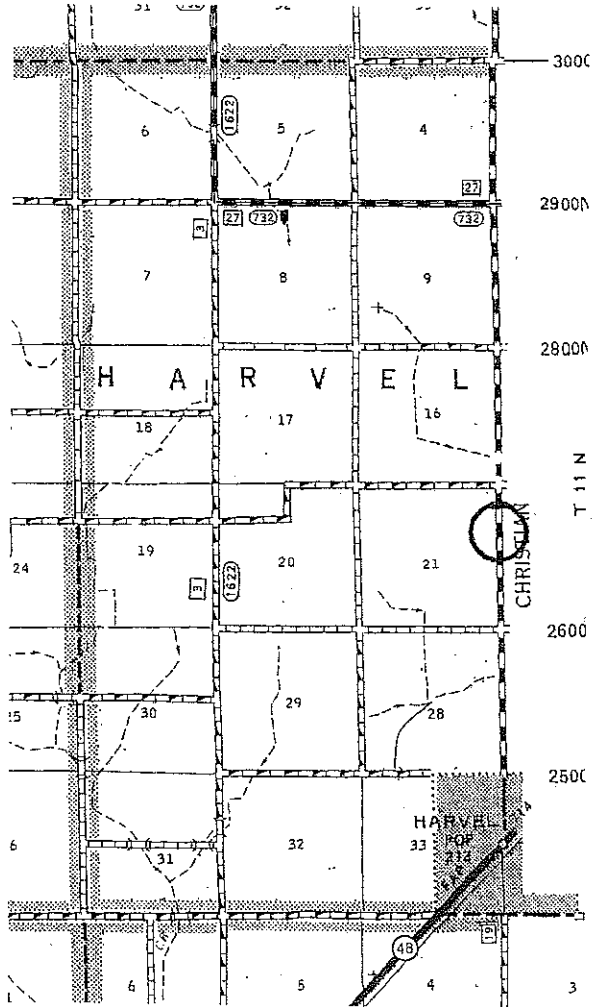
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1120 B-CA E 9 th Road	Harvel Road District	50 %	1,450.00
	Montgomery County	50 %	1,450.00
TOTAL =		100 %	\$ 2,900.00

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

Approved and adopted by the Montgomery County Board this 14th day of October, 2014.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



It is the VETERAN, not the preacher, who has given us freedom of religion.

It is the VETERAN, not the reporter, who has given us freedom of the press.

It is the VETERAN, not the poet, who has given us freedom of speech.

It is the VETERAN, not the campus organizer, who has given us freedom to assemble.

It is the VETERAN, not the lawyer, who has given us the right to a fair trial.

It is the VETERAN, not the politician, who has protected our right to vote.

It is the VETERAN, who salutes the Flag, who serves under the Flag

It is the Veteran, Willing to give his life to protect your freedoms and mine.

Whose coffin is draped by the flag.

As Marine General John Kelly, the Commander of the United States Southern Command, wrote last year for the VFW magazine:

Rest assured that our America, this experiment in democracy begun over two centuries ago, will forever remain the land of the free and home of the brave. That is so long as we never run out of tough young Americans who are willing to look beyond their own self-interest and comfortable lives. They are those willing to go into the darkest and most dangerous places on earth to hunt down and kill enemies who would do us harm, and who ask for nothing in return.

For that, our nation owes them everything.

RESOLUTION OF PARTICIPATION AND SUPPORT 2014-5

Intergovernmental Law Enforcement Officers In-Service Training Act

Public Act 82-674

WHEREAS, the Legislature of the State of Illinois has recognized the importance of providing mobile team in-service law enforcement training units for the purpose of providing regional in-service refresher courses and updated training to state and local law enforcement officers; and

WHEREAS, to facilitate and authorize the establishment of said mobile team in-service training units, the Legislature has passed Public Act 82-674, known as the "Intergovernmental Law Enforcement Officers In-Service Training Act"; and

WHEREAS, each and every law enforcement agency within the area recognizes the value and legal necessity of updated continuing police training for state and local law enforcement officers; and

WHEREAS, it is recognized that the development of a regional training program will provide flexibility in training and coordination of available statewide resources to assist law enforcement agencies to meet local training needs in a timely manner as required by law; and

WHEREAS, since the inception of the Law Enforcement Training Advisory Commission, Mobile Team Unit #10, (LETAC, MTU 10) formerly known as Crime Prevention Commission, MTU #10 and Illinois Law Enforcement Commission (ILEC), Region #14, the counties and municipalities therein have cooperated in local efforts to improve law enforcement training availability to all law enforcement agencies within the LETAC region, and through that association counties and municipalities have determined a need to coordinate the efforts of the numerous public and private agencies involved; and

WHEREAS, the Law Enforcement Training Advisory Commission, Mobile Team Unit #10, a general not-for-profit corporation chartered in the State of Illinois was created to serve member Law Enforcement agencies within the area served by LETAC; and

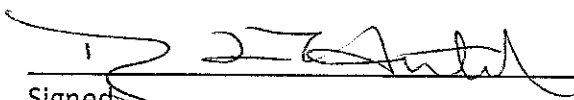
WHEREAS, LETAC will operate under rules, policies and procedures established and required by the Illinois Law Enforcement Training and Standards Board, formerly known as the Illinois Local Governmental Law Enforcement Officers Training Board, a member of which will also serve on the Law Enforcement Training Advisory Commission, Mobile Team Unit #10;

NOW THEREFORE BE IT RESOLVED THAT WHEREAS, certain funds are available to Mobile Teams from the State of Illinois as administered through the Illinois Law Enforcement Training and Standards Board, the Law Enforcement Training Advisory Commission, Mobile Team Unit #10 is hereby authorized to apply for said funds for the purpose of providing Law Enforcement Training for officers of Montgomery County;

BE IT FURTHER RESOLVED THAT, pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the Provisions of Intergovernmental Cooperation Act and otherwise Montgomery County hereby designates the Law Enforcement Training Advisory Commission, Mobile Team Unit #10 as a Mobile Team In-Service Training Unit as described under Public Act 82-674 and LETAC is given authority to contract with other units of government for similar purposes;

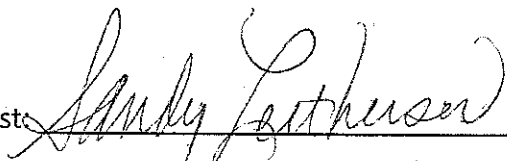
BE IT FURTHER RESOLVED THAT, Montgomery County from time to time at the discretion of their ruling government body, may appropriate, allocate and direct to be paid to the Law Enforcement Training Advisory Commission, Mobile Team Unit #10 certain sums of money to be used as compensation for regional training services, required local matching funds, and to generally support their continuing efforts for the benefit of Montgomery County and other local governmental units of the region;

BE IT FURTHER RESOLVED THAT, Montgomery County hereby agrees to cooperate with other local units of government within the LETAC region to promote improvements in Law Enforcement Training and availability of the same within commuting distance and hereby endorses the authorized services of LETAC as set out in its charters and by-laws and further authorizes the LETAC to apply for, receive, utilize and expend such Federal or State Funds as might be available, all in accordance with applicable law.


Signed _____

County
NOTARY
SEAL

11/12/14
Dated _____

Attest: 

Dated this 12th day of November, 2014

Your Input Is Requested On Routing For A New Transmission Line

Grain Belt Express Clean Line LLC is holding public meetings to share information about a planned electric transmission line and to ask for comments on the project and feedback on routing. Your input is an important part of the planning process. Detailed maps of the potential routes currently under evaluation will be available at the meetings.

The Grain Belt Express Clean Line transmission line is an overhead, direct current transmission line that will provide Illinois access to low-cost, renewable energy. The project will benefit Illinois by reducing wholesale electricity prices, adding a new source of low-cost, renewable energy, creating hundreds of construction and manufacturing jobs, and providing tax revenue to local communities.

For more information and an overview map, please visit: www.grainbeltexpresscleanline.com or call (855) 665-3438.

- | | |
|---------------------------------|-------------------------------|
| Shelbyville (Shelby County) | Hillsboro (Montgomery County) |
| Tuesday, Dec 2, 2014 | Tuesday, Dec 2, 2014 |
| 7 a.m. to 10 a.m. | 5 p.m. to 8 p.m. |
| First Church of the Nazarene | Moose Lodge |
| Christian Life Center | 411 South Main Street |
| 416 North Will Street | Hillsboro, IL 62049 |
| Shelbyville, IL 62565 | |
| Pana (Christian County) | |
| Wednesday, Dec 3, 2014 | |
| 5 p.m. to 8 p.m. | |
| Fraternal Order of Eagles #4109 | |
| 186 U.S. Highway 51 | |
| Pana, IL 62557 | |

Please arrive any time between the listed hours. There will be no formal presentation.

GRAIN BELT EXPRESS CLEAN LINE

GRAIN BELT EXPRESS
CLEAN LINE

November 10, 2014
Sandy Leithaiser
County Clerk
1 Courthouse Square Room 102
Hillsboro, IL 62049

Re: Notice of Public Meeting for the Grain Belt Express Clean Line transmission line project

Dear Ms. Leithaiser,

In accordance with Illinois Public Utilities Act, Section 220 ILCS 5/8-406.1, Grain Belt Express Clean Line LLC ("Clean Line") provides notice to the Montgomery County Clerk of a public meeting that will be held on Tuesday, December 2, at the Moose Lodge in Hillsboro, IL on Clean Line's Grain Belt Express Clean Line ("Grain Belt Express") transmission line project. An advertisement of the public meeting will be published in newspapers in your community beginning three weeks in advance of the meeting. A copy of the advertisement is also enclosed in this mailing. A full list of the public meetings that Clean Line will hold from December 1 through December 5 is also enclosed.

Project Overview

Grain Belt Express Clean Line LLC ("Clean Line") is developing the Grain Belt Express, an approximately 750-mile overhead, direct current transmission line that will deliver low-cost wind power from western Kansas to Illinois and surrounding states. The project will benefit Illinois by reducing wholesale electricity prices, adding a new source of low-cost renewable energy, creating hundreds of construction and manufacturing jobs, and providing tax revenue to local communities. Clean Line will apply for a Certificate of Public Convenience and Necessity from the Illinois Commerce Commission ("ICC") in order to construct and operate the transmission line in Illinois.

GRAIN BELT EXPRESS

CLEAN LINE

GRAIN BELT EXPRESS

CLEAN LINE

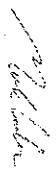
Public Meetings

The purpose of the public meetings is to share information about the project and receive input from landowners and community members on the potential routes. The public meetings will be held in an open house format and no formal presentation will be made. Each public meeting will provide the same information about the project. Following the public meetings, the number of potential routes will be reduced based on feedback received during the public meetings and other sources of information. Ultimately, the Grain Belt Express transmission line will require a 150-200 foot wide right-of-way, approved by the ICC.

Please feel free to contact me with any additional questions. We look forward to working with your county to develop this project in a way that provides broad benefits. Clean Line is committed to an open and transparent development process, which includes continuous dialogue with all stakeholders.

As we move through the routing process, we will continually coordinate with you and provide additional information and opportunities to be involved. For more information about Grain Belt Express Clean Line please visit www.grainbeltexpresscleanline.com or call 1 (855) 565-3438.

Sincerely,



Mark Lawlor
 Director of Development
 Clean Line Energy Partners
mlawlor@cleanlineenergy.com

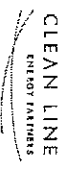
Attachments

- A. Potential Routes Overview Map
- B. Public Meeting Information
- C. Advertisement of Public Meetings
- D. Sample Advertisement

The Panhandle Press	Montgomery County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Pike Press	Pike County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Scott County Times	Scott County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Shelbyville Daily Union	Shelby County	Tuesday, Nov. 11 Tuesday, Nov. 18 Tuesday, Nov. 25

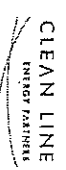
1001 MCKINNEY, SUITE 700 HOUSTON, TX 77002 TEL 855 665 3438 FAX 832 319 6311

WWW.GRAINBELTEXPRESSCLEANLINE.COM



1001 MCKINNEY, SUITE 700 HOUSTON, TX 77002 TEL 855 565 3438 FAX 832 319 6311

WWW.GRAINBELTEXPRESSCLEANLINE.COM



BOOK 14 PAGE 110

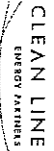
GRAIN BELT EXPRESS

CLEAN LINE

Greenup Press	Cumberland County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Toledo Democrat	Cumberland County	Thursday, Nov. 13 Thursday, Nov. 20 Thursday, Nov. 27
Greene Prairie Press	Greene County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Macoupin County Enquirer-Democrat	Macoupin County	Thursday, Nov. 13 Thursday, Nov. 20 Thursday, Nov. 27
The Girard Gazette	Macoupin County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
The Virden Recorder	Macoupin County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Nokomis Free Press-Progress	Montgomery County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
The Journal-News	Montgomery County	Monday, Nov. 10 Monday, Nov. 17 Monday, Nov. 24

1001 MCKINNEY, SUITE 700 HOUSTON, TX 77002 TEL 855.665.3438 FAX 832.319.6311

WWW.GRAINBELTEXPRESSCLEANLINE.COM



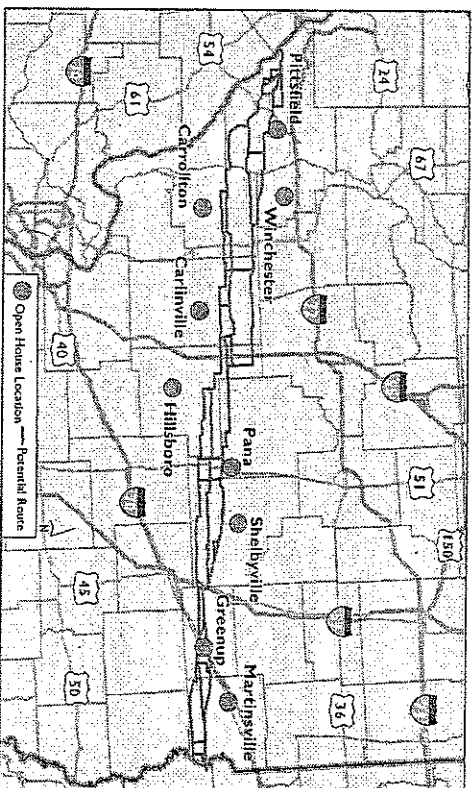
GRAIN BELT EXPRESS

CLEAN LINE

Potential Routes Overview Map

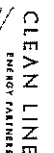
Potential routes for the Grain Belt Express are represented on the overview map below. Detailed maps of the potential routes will be available at the public meetings. For more information about the routing process and answers to frequently asked questions, please visit the project website at www.grainbeltexpress/cleanline.com.

The purpose of the public meetings is to share information about the Grain Belt Express transmission line and ask for comments on the project and feedback from landowners and community members on routing. Following the public meetings, the number of potential routes will be reduced based on feedback received during the public meetings and other sources of information. This map shows potential routes currently being evaluated. Ultimately, the Grain Belt Express transmission line will require a 150-200 foot wide right-of-way, approved by the ICC.



1001 MCKINNEY, SUITE 700 HOUSTON, TX 77002 TEL 855.665.3438 FAX 832.319.6311

WWW.GRAINBELTEXPRESSCLEANLINE.COM



Public Meeting Information

The public meetings will be held in an open house format and no formal presentation will be made, so please come at any time between the listed start and end times.

Please note that some of the public meetings will take place in the morning.

- Martinsville (Clark County)**
Monday, December 1, 2014
7 a.m. to 10 a.m.
Martinsville Community Center
122 West Cumberland Street
Martinsville, IL 62442
- Greenup (Cumberland County)**
Monday, December 1, 2014
5 p.m. to 8 p.m.
Greenup Municipal Building
115 East Cumberland Street
Greenup, IL 62428
- Shelbyville (Shelby County)**
Tuesday, December 2, 2014
7 a.m. to 10 a.m.
First Church of the Nazarene
Christian Life Center
416 North Will Street
Shelbyville, IL 62565
- Hillsboro (Montgomery County)**
Tuesday, December 2, 2014
5 p.m. to 8 p.m.
Moose Lodge
411 South Main Street
Hillsboro, IL 62049
- Carlinville (Macoupin County)**
Wednesday, December 3, 2014
7 a.m. to 10 a.m.
Lake Williamson Christian Center
Activity Center Room 207
17280 Lakeside Drive
Carlinville, IL 62626
- Pana (Christian County)**
Wednesday, December 3, 2014
5 p.m. to 8 p.m.
Fraternal Order of Eagles #4109
186 U.S. Highway 51
Pana, IL 62557
- Winchester (Scott County)**
Thursday, December 4, 2014
7 a.m. to 10 a.m.
Nimrod Funk Building
Scott County Fairground
401 North Walnut Street
Winchester, IL 62694
- Carrollton (Greene County)**
Thursday, December 4, 2014
5 p.m. to 8 p.m.
Carrollton Knights of Columbus Hall
1 Mile South of Carrollton
U.S. Highway 67
Carrollton, IL 62016
- Pittsfield (Pike County)**
Friday, December 5, 2014
7 a.m. to 10 a.m.
American Legion Post 152
1302 West Washington Street
Pittsfield, IL 62363

Advertisement of Public Meetings

In advance of each round of public meetings, notice of the public meetings will be published in one or more newspapers of general circulation within each of the nine counties with potential routes under evaluation. The advertisements will run once a week for three consecutive weeks. A list of the newspaper outlets, counties of circulation and advertisement publication dates for the notices of the first round of public meetings is below.

News Outlet	Study Area Counties of Circulation	Ad Publication Dates
Breeze-Courier	Christian County	Sunday, Nov. 9 Sunday, Nov. 16 Sunday, Nov. 23
Pana News-Palladium	Christian County	Monday, Nov. 10 Monday, Nov. 17 Monday, Nov. 24
The Morrisonville Times	Christian County	Wednesday, Nov. 12 Wednesday, Nov. 19 Wednesday, Nov. 26
Casey Westfield News-Sun	Clark County	Saturday, Nov. 15 Saturday, Nov. 22 Saturday, Nov. 29
Marshall Advocate	Clark County	Tuesday, Nov. 11 Tuesday, Nov. 18 Tuesday, Nov. 25

Montgomery County Planning Commission Recommendations

Thursday, May 15, 2014

Based on the review of the 2012 Montgomery County Comprehensive Plan, the Planning Commission recommends the following to the County Board:

The Planning Commission encourages that the County Board allocate a percent of income from the coal tax revenue to be put into use for a long term improvement fund.

The Planning Commission encourages that the County Board to update the following items within the Comprehensive Plan:

Utility, Infrastructure and Transportation Goal 3: Encourage the expansion and the availability of affordable high speed internet and cell phone service access to residential, business, and public sector users.

1. Explore opportunities to develop a public-private organization to support and grow affordable high speed internet access opportunities in Montgomery County.
2. Continue to play active role in the Demuzio Broadband Initiative and in other opportunities to increase data transfer capacity.

Land Use Goal 2: Update the County subdivision ordinance.

- ~~1. Set up short term advisory committee comprised of planning commission members, county board members, county clerk and recorder, engineer and GIS coordinator to development updated County subdivision ordinance.~~
- ~~2. Develop long term schedule for review of subdivision ordinance.~~
3. Designate a County office with responsibility of implementation of scheduled review of subdivision ordinance. Assign duties to the County Highway Engineer for the purpose of review for the subdivision ordinance.

The Planning Commission encourages that the County Board to take action on the following items within the Comprehensive Plan:

Housing Goal 1: Encourage the development and preservation of long-term, affordable housing for low and moderate income residents and for retirement living options.

1. Encourage infill housing development in urban areas to take advantage of existing infrastructure and services.
2. Support C.E.F.S. and the Montgomery County Housing Authority in their efforts to expand the quantity and improve the quality of affordable housing.
3. Promote and support the rehabilitation of existing housing units to create a larger stock of affordable housing.
4. **Have active representation on the Montgomery County Housing Authority Board of Directors.**

5. Work with Montgomery County Housing Authority, C.E.F.S. and other organizations to identify funding opportunities that support and grow more affordable housing options within Montgomery County.
6. Continue to create opportunities to take abandoned properties within Montgomery County and transfer ownership to local governments or other entities in an effort to encourage redevelopment that is consistent with neighboring properties.
7. Provide support and incentives such as tax abatements for development of retirement living communities.

Land Use Goal 1: Establish a land use and growth management program to enable greater control over land use and development.

1. Continue to use the Montgomery County Planning Commission as the lead investigator into the development and implementation of a long-term land use and growth management program.
2. **Create a more effective building permit process for new construction to track residential, commercial and industrial construction and development.**
3. Research feasibility of adopting and enforcing building codes for new construction.
4. Prohibit development in flood plains is prohibited.
5. Decrease flooding and drainage problems by incorporating storm water management practices, such as detention and infiltration, in new development.
6. Consider forming an Agricultural Areas Committee under the Agricultural Areas Conservation and Protection Act (505 ILCS 5/) to protect farmland.

What is CEO?

An investor funded student-led learning class that provides students with the opportunity to become entrepreneurial thinkers. The CEO program:

- Serves students from public and private high schools
- Meets for 90 minutes each day
- Provides 2 high school credits
- Utilizes area businesses as classrooms
- Visits dozens of area businesses each year
- Hosts 50-60 guest speakers
- Emphasizes 21st Century learning skills
- Provides the opportunity for each student to start their own business
- Provides a mentor from the business community for each student
- Hosts an annual trade show to showcase student businesses

By the Numbers:

- 25 = number of established CEO classes expected by Fall 2015
- 3 = current states where CEO classes are held (Illinois, Indiana, and Minnesota)
- 214 = total number of students in CEO classes this year
- 3 = years each investor commits to supporting CEO

Illinois Classes:

- Effingham County
- Sangamon County
- Jasper County
- Sauk Valley Area (Sterling)
- Granite City
- Jackson County
- Perry County
- Williamson County
- Hancock County
- Saline County
- Logan County
- Randolph County
- Christian County
- Lawrence County
- Scott & Morgan Counties
- Crawford County

Student Testimonials

"Before CEO, I did not consider entrepreneurship as a possible career. I can point to few other experiences in my life that have had such a permanent and meaningful impact on my future."

"I think differently; I act differently; I feel differently. I have never been so driven in a class before, and that's saying something. This class constantly inspires me."

"I've gained so much knowledge beyond just a business sense. I've learned things that everyone needs to know to be successful in life."

"The things we're learning in this class should be incorporated into and available to every school in America."

"CEO students don't fear failure. We're outside the box thinkers, and we are the future of our communities."

Learn More

- midlandinstitute.com
- effinghamceo.com
- kceo.biz
- sangamonceo.com

Contact Information:

Liz Roepke – Community Liaison

Phone: 217-690-9282

Email: roepkeelizabeth@gmail.com

Susan Hanfland – Education Liaison

Phone: 217-254-3626

Email: consultsusanh@gmail.com

Craig Lindvahl – Executive Director

Phone: 217-343-1614

Email: clindvahl@effinghamceo.com



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-429-007

As described in certificate(s) : 2010-00270 sold October 2011

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Bill Vincent, has bid \$851.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$341.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$851.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$341.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 12th day of November, 2014

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

BUTLER GROVE TOWNSHIP

PERMANENT PARCEL NUMBER: 11-28-227-006

As described in certificate(s) : 2010-00014 sold October 2011

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Kevin Davidson, has bid \$1,650.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,140.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,650.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,140.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 12th day of November, 2014

ATTEST:

Andy Johnson
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

10-14-003

RESOLUTION

0914041G



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-459-001

As described in certificate(s) : 2010-00152 sold October 2011

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, A.M. Plumbing, has bid \$1,001.50 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$491.50 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,001.50.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$491.50 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 12th day of November, 2014

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-14-003

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-481-003

As described in certificates(s) : 2010-00154 sold October 2011

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Mark Fenske, has bid \$1,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$490.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$490.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 12th day of November, 2014

ATTEST:

Sandy Peterson
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-05-102-007

As described in certificate(s) : INHERITED DEED sold January 1

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, RT. 16 Grain Co-Op, has bid \$2,500.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,830.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,500.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$1,830.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 12th day of November, 2014

ATTEST: Sandy Leathersen
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GRISHAM TOWNSHIP

PERMANENT PARCEL NUMBER: 20-22-384-004

As described in certificates(s) : 2010-00064 sold October 2011

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Paul E. McCario, has bid \$830.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$320.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$830.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$320.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 12th day of November, 2014

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

RESOLUTION 14- 6

TO ADOPT FISCAL YEAR 2015 FINANCIAL APPROPRIATION ORDINANCE

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

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

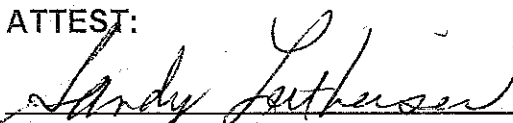
WHEREAS, said Committee has made its recommendations to the full Board of the County of Montgomery;

BE IT THEREFORE ADOPTED AND HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that the attached Financial Appropriation Ordinance for Fiscal Year 2015 which commences December 1, 2014, and ends November 30, 2015, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Twenty-two Million, Five Hundred Forty-one Thousand, Nine Hundred Seventy-four Dollars and No Cents (\$22,541,974.00).

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

AYES: 16
NAYES: 4
PRESENT: 20
ABSENT: 1

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2014, after having ascertained the sum of Eight Hundred Forty-two Thousand, Four Hundred Dollars and No Cents (\$842,400.00) 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 Eight Hundred Forty-two Thousand, Four Hundred Dollars and No Cents (\$842,400.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Eight Hundred Forty-two Thousand, Four Hundred Dollars and No Cents (\$842,400.00) provided that the percent of levy shall not exceed .2025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-8

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00) 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 Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00) 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 Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00) provided that the percent of levy shall not exceed .10 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 9

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of One Million, Forty-nine Thousand, Five Hundred Dollars and No Cents (\$1,049,500.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of One Million, Forty-nine Thousand, Five Hundred Dollars and No Cents (\$1,049,500.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of One Million, Forty-nine Thousand, Five Hundred Dollars and No Cents (\$1,049,500.00). 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 laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY SANDY LEITHEISER

RESOLUTION 14- 10

A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Five Hundred Eighty Thousand, Nine Hundred Thirty-two Dollars and No Cents (\$580,932.00) 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 percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Five Hundred Eighty Thousand, Nine Hundred Thirty-two Dollars and No Cents (\$580,932.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general County purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 11

A TAX LEVY TO PAY THE COSTS OF INSURANCE PREMIUMS

WHEREAS, it is the duty and responsibility of and in accordance with sound financial practices for Montgomery County, Illinois, to protect itself and its assets against any liability which may be imposed upon it under the provisions of the Worker's Compensation Act, the Worker's Occupational Diseases Act and/or the Unemployment Insurance Act, all of the State of Illinois, and

WHEREAS, this County is authorized to levy a tax upon all taxable property within said county as the same is equalized or assessed by the Department of Revenue of this State, at a rate that will produce a sum of money which will be sufficient to pay the reasonable costs of protecting itself and/or its employees, by insurance, against such liability which may be imposed under such acts, and

WHEREAS, this County has duly adopted an Appropriation Ordinance for the Fiscal Year 2015 for the specific uses and purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, 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 Four Hundred Eighty-six Thousand, Three Hundred Seventy-five Dollars and No Cents (\$486,375.00) 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 November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 12

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

BE IT RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2014 after having ascertained the sum of Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) 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 Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) provided that the percent of levy shall not exceed .075 percent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-13

A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00) and for the specific purposes hereinafter set forth:

For the purpose of maintaining the highways in Montgomery County, Illinois, as required to be maintained by said County.....\$416,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2014 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 Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Four Hundred Sixteen Thousand Dollars and No Cents (\$416,000.00), provided that the percent of levy shall not exceed .10 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 14

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, 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 Two Hundred Eight Thousand Dollars and No Cents (\$208,000.00) for the purpose of providing funds to pay the proportionate share of Montgomery County of the expenses in constructing highways in the Federal Aid Secondary System as is provided by law.

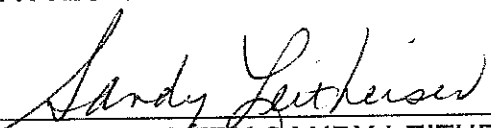
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of Two Hundred Eight Thousand Dollars and No Cents (\$208,000.00). The tax 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 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 percent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate percent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 15

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of Two Hundred Eight Thousand Dollars and No Cents (\$208,000.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, 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.....\$208,000.00

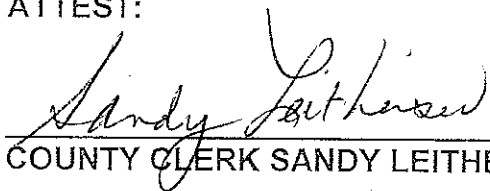
That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of Two Hundred Eight Thousand Dollars and No Cents (\$208,000.00) provided that the percent of levy shall not exceed .05 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 16

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

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

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2015 is the sum of \$181,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Eighty-one Thousand Dollars and No Cents (\$181,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$181,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 17

A TAX LEVY FOR THE HILLSBORO SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Hillsboro Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2015 is the sum of \$85,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of Eighty-five Thousand Dollars and No Cents (\$85,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$85,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 18

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Nokomis-Witt Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2015 is the sum of \$150,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$150,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 19

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Raymond-Harvel Special Service Area pursuant to the authority of Illinois Compiled Statues, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2015 is the sum of \$50,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Fifty Thousand Dollars and No Cents (\$50,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$50,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 20

A TAX LEVY FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

WHEREAS, the County of Montgomery has established the Farmersville-Waggoner Special Service Area pursuant to the authority of Illinois Compiled Statutes, Chapter 35, Act 200, Article 27 et. seq., consisting of the territory specifically described in the Resolution creating said Special Service Area, and

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

WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2015 is the sum of \$72,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Seventy-two Thousand Dollars and No Cents (\$72,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$72,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 12th day of November, 2014.


CHAIRMAN ROY HERTEL

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14- 21

A TAX LEVY FOR THE COUNTY EXTENSION SERVICE

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2015; 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: \$154,910.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2014, after having ascertained the sum of One Hundred Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents (\$154,910.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents (\$154,910.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents (\$154,910.00) provided that the percent of levy shall not exceed .05 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2014.


 CHAIRMAN ROY HERTEL

ATTEST:


 COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-22

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding social services for senior citizens, pursuant to Illinois Compiled Statutes, Chapter 55, Section 5/5-1034, et. seq, and

WHEREAS, the Montgomery County Board has determined the following amount must be funded by special levy for social services for senior citizens in Montgomery County: \$104,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2014, after having ascertained the sum of One Hundred Four Thousand Dollars and No Cents (\$104,000.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Four Thousand Dollars and No Cents (\$104,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Four Thousand Dollars and No Cents (\$104,000.00) provided that the percent of levy shall not exceed .025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-23

A TAX LEVY FOR VETERANS ASSISTANCE

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2014, after having ascertained the sum of Seventy-nine Thousand, Six Hundred Dollars and No Cents (\$79,600.00) as being necessary to be raised for providing assistance to military veterans and their families for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy-nine Thousand, Six Hundred Dollars and No Cents (\$79,600.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy-nine Thousand, Six Hundred Dollars and No Cents (\$79,600.00) provided that the percent of levy shall not exceed .02 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 14-24

TO SET CERTAIN SALARIES

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2014, that the following salaries for the Fiscal Year 2015 beginning December 1, 2014, and ending November 30, 2015, are set for the following:

SUPERVISOR OF ASSESSMENTS	\$ 56,429.00
PROBATION OFFICER	\$ 60,242.00
ASSISTANT PROBATION OFFICERS	\$172,659.00

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2015, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board, in recessed session of its annual October meeting of the year 2014, this 12th day of November 2014, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

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

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2015, commencing December 1, 2014, and ending November 30, 2015, by hereby appropriating the sum of \$12,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2015.

APPROVED and ADOPTED this 12th day of November, 2014.



CHAIRMAN ROY HERTEL

ATTEST:



COUNTY CLERK SANDY LEITHEISER

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2014-10

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

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

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

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

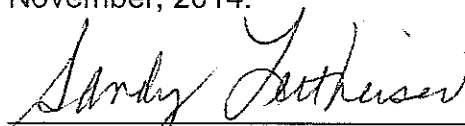
WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1121 B-CA Burg Road	Montgomery County	100 %	\$10,000.00
		%	
TOTAL =		100 %	\$ 10,000.00

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

Approved and adopted by the Montgomery County Board this 12th day of November, 2014.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



**Illinois Department
of Transportation**

County Maintenance Resolution

RESOLVED, by the County board of Montgomery County, that \$1,000,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning December 1, 2014 and ending November 30, 2015, and be it further

RESOLVED, that the County Engineer/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.

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 November 12, 2014

meeting held at Hillsboro, Illinois

on November 12, 2014
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Hillsboro, Illinois

in said County, this 12th day of November A.D. 2014

(SEAL)

Sandy Leitheiser County Clerk

Approved
_____ Regional Engineer Department of Transportation
_____ Date

DRAFT

**ROAD USE AGREEMENT
(Montgomery County Highway System)**

This ROAD USE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2014 by and among the County of Montgomery, Illinois, a body politic acting by and through its Chairman of the Board (the "County" or "County Engineer" as a representative of the Board), and Dakota Access, LLC ("Dakota Access"). Dakota Access and the County are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Dakota Access Representative(s)" shall include the Dakota Access' contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives, and designees.

RECITALS

WHEREAS, Dakota Access intends to construct a petroleum pipeline and other ancillary facilities (the "Dakota Access Pipeline Project" or "Project") in and across portions of Montgomery County, Illinois, and

WHEREAS, in connection with the construction of the Project, the County desires to address certain issues relating to the roads owned, operated and maintained by the County (collectively, the "County Highways") over which it will be necessary for Dakota Access and Dakota Access' Representative(s) to, among other things, (i) transport heavy equipment and materials over certain County Highways, which may in certain cases be in excess of the design limits of the County Highways; (ii) transport certain locally sourced materials, such as concrete and gravel, on such County Highways; (iii) widen certain County Highways and make certain modifications and improvements (both temporary and permanent) to such County Highways (including to certain culverts, bridges, road shoulders and other related fixtures) to permit such equipment and materials to pass; and (iv) place pipe for the Project adjacent to, or under certain County Highways, and

WHEREAS, under 605 ILCS 5/5 et seq. the County has broad power regarding the opening, construction, maintenance, relocation, access to or repair of highways in the County Highway system, and

WHEREAS, 605 ILCS 5/9-113 grants to the County, authority to impose reasonable rules, regulations and specifications for the use of County Highways by public and private utilities, and

WHEREAS, 605 ILCS 5/9 113.01 imposes a liability on public or private utilities for any damage to County Highways, and

WHEREAS 605 ILCS 5/9-122 imposes a liability on damage done to a bridge or culvert, and

WHEREAS, it is in the best interest of the public health, safety and welfare that Dakota Access and the County reach an agreement to address the majority of issues that will arise in a project of this size, and

WHEREAS, Dakota Access has provided to the County Engineer of Montgomery County an alignment plan for the Project that shows the pipeline route, road crossings, and construction access roads, a copy of which is attached as the Principal Road Use Schedule (Exhibit A), and

WHEREAS, Dakota Access and the County of Montgomery, Illinois wish to set forth their understanding and agreement as to the road issues relating to the construction and operation of the Project, and

WHEREAS, this Agreement shall apply to those County Highways outlined on the Principal Road Use Schedule (Exhibit A) and, subject to Section 3D herein, used by Dakota Access, or Dakota Access's Representative(s) in direct support of the construction and operation of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promise and covenants herein set forth, the parties, intending to be legally bound, agree as follows:

Section 1. Dakota Access agrees to undertake the following activities in accordance with the terms of this Agreement:

- A. Pay a sum of Eight Thousand Dollars (\$8,000.00) to the County Highway Department for costs directly associated with the management and implementation of this Agreement. Said payment shall be made directly to the County Highway Department within 21 days of the signing of this document. Such payment shall be made, at Dakota Access's discretion, by check or wire transfer.
- B. Provide contact information for the Dakota Access Construction Manager, a Dakota Access Field Engineer who will be stationed no farther than two (2) hours away from the County, and the Dakota Access Permit Manager.
 - 1) (Construction Manager). Email: . Mobile:
 - 2) (Field Engineer). Email: . Mobile:
 - 3) (Permit Manager). Email: . Phone:
- C. Provide as much advance notice as is reasonable to the County Engineer in advance of all "Super Load" moves and equipment crossings for separate review and permitting. At minimum, a load is considered a "Super Load" if ONE of the following is true:

- o WIDTH is greater than 14'-06"
- o LENGTH is greater than 145'-0"
- o HEIGHT is greater than 15'-0"
- o WEIGHT is greater than 120,000 lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

- D. Transport the pipe segments and other oversize loads so as to minimize adverse impact on the local traffic.
- E. Provide as much advance notice as is commercially reasonable to obtain approval of the County Highway Department when it is necessary for a road to be closed due to a road crossing or for any other reason. Notwithstanding the generality of the aforementioned, Dakota Access or Dakota Access's Representative(s) will provide 48 hours notice to the extent reasonably practicable.
- F. Notify all relevant parties identified under Section 4 of any temporary road closures.
- G. Sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with Chapter 430 of the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
- H. Sign or mark all truck routes, roads and highways approved on the Principal Road Use Schedule (Exhibit A) for use by Dakota Access or Dakota Access's Representative(s) for the movement of pipe segments and other oversize loads or equipment.
- I. Keep all County Highways used by Dakota Access or Dakota Access's Representative(s) clear, by removing all mud, dirt, dust, spilled or tracked material, garbage, obstructions or other hazards, upon notice and within a reasonable time period.
- J. Prohibit the use of County Highway right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, material suppliers, vendors, transport providers, representatives and designees.

- K. Make the necessary improvements for the widening of any corner radius necessary to facilitate the turning movements of the transport trucks used by Dakota Access or Dakota Access's Representative(s) and once these widened radii are no longer needed to return the corners substantially to their original lines and grades unless the County Engineer requests that the widened radii remain as improved.
- L. Pay for the cost of all repairs to all County Highways that are damaged by Dakota Access or Dakota Access's Representative(s) during the construction of the Project and restore such roads to the condition they were in at the time of the pre-construction inventory.
- M. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on County Highways damaged as a direct result of Dakota Access or Dakota Access's Representative(s) use as directed by the County. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.
- N. Acknowledge that the estimates for road repairs or restorations are good faith estimates provided by Montgomery County or an approved consultant, but the final actual costs may vary.
- O. Provide a single Surety Bond in accordance with Section 6 for the purposes of road repair or restoration.
- P. Anywhere this Agreement obligates Dakota Access to make a payment, except as called for in Section 1.A., said payment shall be made directly to the County Highway Department within 21 days of receipt of an invoice, containing such detail as Dakota Access may reasonably request, from County Highway Department. Such payments shall be made, at Dakota Access's discretion, by check or wire transfer of immediately available funds.

Section 2. The County, in accordance with the terms of this Agreement, agrees to:

- A. Consent to the use of the County Highway's rights-of-way for utility encroachments for the Project by separate permit. Consent granted herein shall be effective only to the extent of the property interest of the County. Such consent shall not be binding on any owner of a fee over or under which the highway is located and shall not relieve Dakota Access or Dakota Access's Representative(s) from obtaining by purchase, condemnation or otherwise the necessary approval of any owner of the fee over or under which the highway is located if such approval is legally required.
- B. Review for approval all equipment crossings across the County Highway system by giving consideration of road damage and traffic safety in a reasonable manner based on accepted engineering practices.

- C. Issue master overweight and oversize permits for County Highways in a timely manner for the roads scheduled on the Principal Road Use Schedule (Exhibit A) upon the filing of such applications on behalf of Dakota Access or Dakota Access's Representative(s) and concurrent with any an applicable Illinois Department of Transportation OS/OW Permit(s).

Issue permits during the spring posting period, between January 15th and April 15th when conditions warrant.

Issue individual "Super Load" permits and provide recommended routing information for those loads based on timely information provided by Dakota Access or Dakota Access's Representative(s). At minimum, a load is considered a "Super Load" if ONE of the following is true:

- o WIDTH is greater than 14'-06"
- o LENGTH is greater than 145'-0"
- o HEIGHT is greater than 15'-0"
- o WEIGHT is greater than 120,000 lbs. gross

Additional information regarding what may be considered a "Super Load" is available from the Illinois Department of Transportation Permit Office.

- D. Coordinate with Dakota Access and Dakota Access's Representative(s) so as to minimize the impact of their use of the County Highway system.
- E. Perform all routine maintenance on the County Highways used as access roads for the construction of the pipeline in accordance with Section 5 of this Agreement.
- F. Review for approval all access points to the County Highway system by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.
- G. Prepare estimates in good faith based on the design of all road repairs or restorations in accordance with IDOT Bureau of Local Road and Streets Manual.
- H. Authorize the County Engineer to agree on behalf of the County of Montgomery to revisions to the Principal Road Use Schedule (Exhibit A) and to determine appropriate improvements.

Section 3. Road Inventory

A. Pre-Construction Inventory

Dakota Access, prior to the commencement of construction, shall perform an inventory and/or survey to record the condition of the pavement surface of the County Highways listed in the Principal Road Use Schedule (Exhibit A) prior to use by Dakota Access or Dakota Access's Representative(s). Dakota Access shall provide notice to County of the start dates and completion dates of the road survey work. During this survey the entire length of the roads as listed in the Principal Road Use Schedule (Exhibit A) shall be videotaped and if necessary photographs may be taken. In addition, the County will provide Dakota Access or Dakota Access's Representative(s) copies of any plans, cross-sections and specifications relevant to the existing road structure, if requested. The survey company(s) shall provide a network level analysis of the condition of the roads. The assessments may be conducted using the pavement condition index (PCI) methodology, adopted by ASTM Testing Standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The PCI provides a numerical indication of the overall pavement condition for each road and will be used to evaluate the effects of the pipeline construction traffic.

The road inventory shall include: photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Dakota Access shall provide to the County a copy of the final report describing the road inventory within ten (10) days of receiving the report. For any drainage structures on the proposed routes that the County reasonably determines may not carry the loads proposed by the Dakota Access or Dakota Access's Representative(s), the County shall have the right to hire a consultant to make a study of the drainage structure to determine the load carrying capacity. Dakota Access or Dakota Access's Representative(s) shall furnish the consultant with drawings depicting the axle numbers, spacing and loading for the trucks moving the oversized loads. If it is determined that a structure will not carry the loads that are proposed, Dakota Access or Dakota Access's Representative(s) may propose a plan to strengthen the structure. The County will then furnish Dakota Access or Dakota Access's Representative(s) with all available plans. Should Dakota Access or Dakota Access's Representative(s) present a plan to strengthen a structure; the County will then have their consultant review these plans to determine if the improvements will carry the proposed loads. All reasonable costs incurred by the County for these services shall be paid by Dakota Access.

Copies of all pre-construction documentation shall be provided to each of the Parties.

B. Post-Construction Inventory

Upon completion of construction of the Project, Dakota Access will perform a post-construction inventory and/or survey, the methods of which shall be identical to those of the pre-construction survey. The two sets of data will be compared and if there is any wheel lane rutting, cracking or other damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or improvements needed to return the roads to a pre-construction condition, and any inability to resolve any disputes shall be determined by the dispute resolution procedure in Section 6.E. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. The cost of these repairs or improvements shall be paid for by Dakota Access.

C. Routing and Access Approval

As soon as practical and as necessary throughout the construction of the Project, Dakota Access or Dakota Access's Representative(s) and the County shall meet and by mutual agreement revise the Principal Road Use Schedule (Exhibit A) in so far as it affects the County Highways and make it more definitive.

D. Revisions

As the Principal Road Use Schedule (Exhibit A) is revised and roads are added or removed by mutual agreement of Dakota Access and County Highway Engineer or it's designate, pre-construction and post-construction improvement details shall be prepared and added to the Exhibit A using the same methodology as was used to establish the improvement descriptions included in Exhibit A.

E. Incidental/Accidental Use

(1) The Parties recognize that the Project traffic may, either through mistake or with the consent of the County, use roads other than those listed on the Principal Road Use Schedule (Exhibit A). Repairs for damage caused by Dakota Access or Dakota Access's Representative(s) during such mistaken or permitted use shall be paid for or repaired as provided in Section 6.C. of this Agreement.

(2) The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated in Exhibit A and shall not use any other County Highways or local roads other than those so designated. Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. Subject to subsection (1) above, in the event any unauthorized construction vehicle of Dakota Access or Dakota Access Representative(s) uses a non-designated County Highway or local road, then the County in the reasonable discretion of the County Engineer, may give written notice to Dakota Access of the time and

place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the County Engineer may impose a fine of \$500.00 per occurrence on Dakota Access to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection (2), the County shall issue a warning to the operator of the offending vehicle, with a copy provided to Dakota Access.

Section 4. Construction Cooperation:

A. With Others:

Prior to the commencement of construction, Dakota Access and Dakota Access Representative(s) shall hold a meeting and shall invite all public or semi-public entities that may be affected by the Project including, but not limited to, schools and fire protection districts. At said meeting, Dakota Access will discuss its plans for the construction of the Project and compile a list of contact persons that will need to be notified of any temporary road closures that may have an effect on the daily routine or routing of those agencies. Should all of the parties contacted not be represented, Dakota Access shall attempt to make contact with these entities in an effort to obtain the contact information. A copy of this list shall be furnished to the County Highway Department.

B. With the County:

During construction, the County, Dakota Access and Dakota Access's Representative(s) may meet weekly to disclose and discuss Project activities, including anticipated material and equipment deliveries, equipment crossings, and traffic movement which may be reflected as changes to the construction plans and/or the Principal Road Use Schedule (Exhibit A).

Section 5. Upgrades and Maintenance of the County Highways

- A. Upon mutual agreement between the parties, in order to minimize the adverse effect of the construction traffic on the County Highways, certain upgrades may be required on certain roads as described below, the cost of which shall be paid by Dakota Access.

See the Principal Road Use Schedule (Exhibit A), as amended from time to time.

- B. The daily routine maintenance of the County Highways affected by the Project including snow removal, striping, dust control, and routine signage and regularly scheduled maintenance or repair shall be the responsibility of the Montgomery County Highway Department. If repairs or maintenance, other than daily

routine maintenance, are deemed necessary by mutual agreement of the parties because of activity of Dakota Access or Dakota Access's Representative(s), the County will invoice Dakota Access for such cost and Dakota Access shall make payment to the County therefore.

Section 6. Surety Bond

Dakota Access shall provide to County a financial security in the form of a Surety Bond in the amount of One Million Dollars (\$1,000,000.00) which the County may draw against in the event and only to the extent that Dakota Access fails to pay for the upgrade, repair and/or restoration expenses of the County Highways in accordance with the terms of this Agreement. The Surety Bond shall be issued by a bank or other financial entity with a rating of AA or better and in such form as is reasonably acceptable to the County.

- A. The Surety Bond shall remain in place from a date thirty (30) days prior to the initiation of the Project, including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement until a date two years after the completion of the Project in the County, or the effective date of a full settlement and release of road issues executed by the County and Dakota Access, whichever is earlier. For avoidance of doubt, the completion date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for the surrender of the Surety Bond when Dakota Access is no longer required to provide the Surety Bond pursuant to the terms hereof, or the terms of the Surety Bond.

For so long as Dakota Access is required to maintain the Surety Bond pursuant to the terms hereof, in the event that, pursuant to the terms of such Surety Bond, the County shall be entitled to draw down the full outstanding amount of such Surety Bond as a result of Dakota Access's failure or default to upgrade, repair or restore the County Highways in accordance with the terms of this Agreement. The County shall not make any claim on said Surety Bond until sixty (60) days after the mailing of a written notice to Dakota Access specifying a default hereunder by Dakota Access, during which sixty (60) days Dakota Access may cure such default.

- B. The Surety Bond Agreement shall set forth, among other things, the disbursement procedures for the Surety Bond and shall include:
1. For the preconstruction improvements to County Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:

- a. The Dakota Access shall notify the County of the work to be done and submit plans for approval prior to the construction of the improvements.
 - b. The work shall be performed by or contract shall be let by Dakota Access.
 - c. The County reserves the right to inspect the improvements during construction and to allow the improvements to remain or to have the improvements removed and the area restored to its preconstruction condition, at no cost to the County.
2. For damage during construction to the roads listed on the Principal Road Use Summary (Exhibit A), as amended from time to time and those roads damaged by incidental or accidental use:
- a. Upon notification by the County, Dakota Access or Dakota Access Representative(s) shall make all temporary road repairs necessitated by Dakota Access's activities at Dakota Access's cost.
 - b. The work necessary to temporarily repair and reopen the County Highway to traffic shall be performed by Dakota Access or its duly obligated contractor within 3 days of notification of the work to be done.
 - c. Should Dakota Access or its duly obligated contractor fail to complete the temporary repair within the given time period, the temporary repair work shall be performed by the County. Payment for such work shall be made by Dakota Access.
 - d. Final repairs to County Highways shall be completed as described in Section 6.C.3.
3. For the post construction final repairs or restoration of County Highways listed on the Principal Road Use Schedule attached as Exhibit A, as such Exhibit may be amended by the Parties from time to time:
- a. The County shall notify Dakota Access in writing of the work to be done based upon the pre- and post construction inspections of the County Highways in order to return the County Highways to their preconstruction condition.
 - b. The County shall prepare and provide a reasonable estimate of cost for the work to be completed.

- c. Payment for the repairs and restoration shall be made by Dakota Access in the form of direct monetary compensation equal to the final repair or restoration cost, plus any reasonable survey, design and construction inspection costs incurred by the County. The survey, design and construction inspection cost shall either be based on the percentage of the estimated cost or those fees charged by a consultant providing the services to the County. The cost percentages shall be those approved by the Illinois Department of Transportation for the County.
- d. Upon completion of or upon receipt of the necessary funds to complete the final repairs or restoration, as detailed above, the County shall provide Dakota Access with a Release of Claims in connection with Dakota Access's obligations pursuant to this Agreement. The County reserves the right to have such Release of Claims be provided on a system wide or individual unit basis.
- e. Upon receipt of the necessary funds to complete the final repairs or restoration, the final repair or restoration work shall be completed at the discretion of the County.

C. Emergency Repairs.

Notwithstanding the foregoing, in the event Dakota Access or Dakota Access's Representative(s) are reasonably believed by the County to have caused damage to County Highways of a magnitude sufficiently great to create a hazard to the motoring public, which in the County's reasonable opinion warrants an immediate repair or road closing, the County may unilaterally make or authorize repair, with the reasonable, documented costs thereof paid by Dakota Access. The County shall photograph, videotape and otherwise document the conditions and make all such documentation available to Dakota Access. Any such emergency repair shall be subject to post-repair negotiations by the Parties, involvement of the intermediary and, if necessary, adjudication. If such post-repair proceedings favor Dakota Access, the County will reimburse Dakota Access for amounts to fund the repair, if any.

D. Procedure and Dispute Resolution

- a. The County shall notify Dakota Access of the location and nature of the repair or restoration required, provide an estimate of cost and a time frame for completion of the work.
- b. If Dakota Access agrees, the County or County's contractor shall perform the repair in the time framework specified and recover its costs from Dakota Access.
- c. Should a disagreement exist as to the:

- o The extent of the damage done to a County Highway based upon the pre- and post construction inspections of the County Highways;
- o The method, procedure or design used for the preparation of an estimate of a final repair or restoration of a County Highway;
- o Estimate of Cost plus fees for a final repair or restoration of a County Highway;

the County and Dakota Access will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are still unable to resolve the dispute; the Parties shall select a qualified independent third party road engineer for review and to act as a neutral intermediary to mediate the dispute within five (5) days of the effective date of such appointment. If the Parties cannot agree on a qualified independent third party road engineer, then each Party shall select a qualified independent road engineer, and those two shall select a third qualified independent third party engineer, and the three engineers shall provide to the Parties a proposed solution. The cost of the engineer(s) shall be borne equally by the Parties.

- d. If the Parties agree and/or don't reject the intermediary's proposed solution, then the County shall proceed in accordance with the agreed upon solution, complete the final repairs or restoration of the County Highway and shall recover its costs from Dakota Access or the Surety Bond as described in Section 6.C.3.
- e. If the Parties cannot agree and the County rejects the intermediary's proposed solution, the County may take unilateral action to prevent harm or protect public safety or the further degradation of its infrastructure, the cost of which shall be paid by the County.

If the appropriateness of the County action is ultimately determined to be justified either by agreement or adjudication, Dakota Access shall promptly, in the form of direct monetary compensation, reimburse the County for its expenses relating to the final repair or restoration of the County Highway, if those expenses were paid directly by the County.

- f. For the purposes of temporary or emergency repairs, the County charges shall be based on County maintained time and material cost records, which shall be made available to Dakota Access for review. County billing rates for labor shall be those established by the County and in regards to equipment and machinery, those rates approved by the Illinois Department of Transportation or the Federal Highway Administration.

Section 7. Mutual Indemnification/Hold Harmless and Liability Insurance Provisions

- A. Indemnification by Dakota Access. Dakota Access hereby release and agree to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively "County Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the County Releasees arising out of or relating to the performance by Dakota Access or Dakota Access's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Dakota Access hereby releases the County Releasees and agree to indemnify and hold harmless the County Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by Dakota Access, its employees, agents, representatives, materials suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives.

- B. Indemnification by the County. The County hereby releases and agrees to indemnify and hold harmless Dakota Access and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Dakota Access Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Dakota Access Releasees arising out of or relating to the performance by the County of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the County hereby releases the Dakota Access Releasees and agrees to indemnify and hold harmless the Dakota Access Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of any road subject to this Agreement by the County, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

- C. Limitations of Liability. In no event shall Dakota Access or any of their members, officers, directors or employees or the County or any of its Board, officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to any other party or their contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

- D. Required Insurance. Dakota Access shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance (Exhibit B, Dakota Access Certificate of Liability Insurance):

- a. Workers Compensation Insurance covering all employees engaged in the work to the limits required by the applicable laws in the jurisdiction in which the Project is being executed;
- b. Automobile Liability Insurance covering all motor vehicles, owned, operated and/or licensed or leased by Dakota Access and engaged in executing the Project. Limits of liability shall not be less than two million dollars (\$2,000,000) for the accidental injury to or death of one or more persons, or damage to or destruction of property as a result of one accident; and,
- c. Commercial General Liability Insurance with minimum limits of Ten million dollars (\$10,000,000) per occurrence. Without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, non-owned automobile, sudden and accidental pollution liability, employer's liability, products and completed operations and contractual liability. Dakota Access shall request its insurers add the County of Montgomery, Illinois, its Board, officers and employees as additional insureds to the Commercial General Liability policy in this section 7(D)(c).

General Provisions Applicable to the Foregoing Insurance Requirements:

- i. Dakota Access may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
- ii. Evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on the roads listed on the Principal Road Use Schedule (Exhibit A).

Section 8. Miscellaneous

- A. Remedies and Enforcement. Each of the parties hereto covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right of specific performance. The remedy of specific performance and injunctive relief shall not be exclusive of any other remedy available at law or in equity.

Failure of either Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to

enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

- B. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- C. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the Party against whom enforcement is sought.
- D. Notices. All notices shall be in writing and sent (including via facsimile transmission) to the parties hereto at their respective addresses or fax numbers (or to such other address or fax number as any such party shall designate in writing to the other parties from time to time).

Dakota
Access:

County:

Montgomery County Board

c/o Montgomery County Clerk

P.O. Box 595

Hillsboro, IL 62049

Phone: 217-532-9530 FAX: 217-532-9581

email: sandyleitheiser@hotmail.com

With a copy to:

Montgomery County Engineer

1215 Seymour Avenue

Hillsboro, Illinois 62049

Phone: 217-532-6109 FAX: 217-532-6642

email: montgomerycoeng@gmail.com

-
- E. This Agreement may not be assigned without the written consent of the other Party.
- F. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy shall be as effective as delivery of a manually signed counterpart to this Agreement.
- G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.
- H. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, legal representatives and their respective agents, contractors, subcontractors material suppliers, vendors, employees, respective transport providers and designees.
- I. Termination. Dakota Access shall have the right to terminate this Agreement at any time for convenience by providing fifteen (15) days prior written notice to the County of its intent to terminate this Agreement. In the event such termination occurs, the Surety Bond shall remain in place as follows, rather than the date specified in Section 6B of this Agreement.

In the event such termination occurs prior to "the initiation of any work on the Project", including the transportation of materials or equipment on the roads identified on Exhibit A that are subject to this Agreement, then notwithstanding anything herein to the contrary the Surety Bond, and 95 % of the sum paid to the County Highway Department for costs directly associated with the management and implementation of this Agreement shall be returned to Dakota Access and Dakota Access shall have no further liability to the County under this Agreement.

In the event such termination occurs prior to "commencement of commercial operations of the Project", the Surety Bond shall remain in place until a date two years after the date on which Dakota Access's construction activities have ceased.

This agreement shall remain in place until a date two years after the completion of the Project. For avoidance of doubt, the completion date shall be the date that the entire Project is placed into commercial operation or service.

- J. Due Authorization. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral. Dakota Access hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Dakota Access, LLC. The Montgomery County Clerk hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.
- K. Illinois Prevailing Wage Act. With regard to any work performed on County Highways in connection with the construction of the Project, Dakota Access and Dakota Access Representative(s) shall pay wages in accordance with the Illinois Prevailing Wage Act, 820 ILCS130/0.0/et seq. The parties agree that certification by Dakota Access' Management that wages are paid in accordance with the Illinois Prevailing Wage Act shall be acceptable to the County unless otherwise required by Illinois State Statute.

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

Executed by the County of Montgomery:

The County of Montgomery of the State of Illinois, acting by and through its County Board

ATTEST:

By Sandy Leitheiser, Montgomery County Clerk

By Roy Hertel Chairman, Montgomery County Board

(Seal)

Executed by Dakota Access, LLC:

By

Title

Holiday Schedule for Year 2015

January 1, 2015	New Year's Day	Thursday
January 19, 2015	Martin Luther King Jr. Day	Monday
February 16, 2015	President's Day	Monday
April 3, 2015	Good Friday	Friday
May 25, 2015	Memorial Day	Monday
July 3, 2015	Independence Day (Observed)	Friday
September 7, 2015	Labor Day	Monday
October 12, 2015	Columbus Day	Monday
November 11, 2015	Veteran's Day	Wednesday
November 26, 2015	Thanksgiving Day	Thursday
November 27, 2015	Day after Thanksgiving	Friday
December 25, 2015	Christmas Day	Friday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

11/12, 2014

<u>Roy Hertel</u>	<u>11/12/14</u>
Chairman, Roy Hertel	Date
<u>Sandy Leitheiser</u>	<u>11/12/14</u>
County Clerk, Sandy Leitheiser	Date

Thank you very much for this opportunity to continue as the Chairman of the Board.

Thanks to Christine, Lorraine, and Sandy for getting everything ready for today. Sandy and Mary for their part in this.

Recognize Nanci.....

To Jim Sandy, Ron, Julie and Judge Roberts our congratulations on your reelection or election.

Marchelle

To the three new members of the Board, Tim Hopper, Evan Young, and Bill Bergen along with Bob Sneed, Mike Plunkett, Megan Beeler, Joe Gasparich, Earlene Robinson, Ron Deabenderfer, and Jay Martin we congratulate you on your election or reelection to the Board. If I am not mistaken we have eleven members with two years or less on the board.

I would like to introduce our two State Officials Representative Wayne Rosenthal and Senator Andy Manar.

Two years ago I read a Quote from Margaret Meade that a small group of committed people can change

many things. In the last two years we have worked to gether to do that.

We have reduced the General Fund budget this year over last year by \$252,000.00 and balanced the total County budget with a \$210,000.00 surplus.

Divided the Coal money into three funds, Reserve, Operating, and Long Range Planning with a \$4.2 million in the reserve fund as we speak.

Worked to negotiate fair and equitable contracts for the Unions and the County. Changing the negotiating process to save money.

Made the decision to use some of the Long range coal money for infrastructure, economic development, improving some of our roads, and maintaining the facilities we have.

Helped convince the State to fix part of the frontage road to Waggoner

Consolidated the cell phone and copy machine bills

Purchased an online land record data system with a no cost access to the public.

Helped facilitate the acquisition of \$5 million dollars to start the clean up of the Eagle Zinc property. Just to mention a few of the things we have done

But, with all of that our work is not done:

We need to continue to find ways to cut the General Fund budget that does not compromise our services to the public.

Also to help businesses create jobs to increase our revenues from sales taxes, income taxes, and motor fuel taxes, while not increasing the property taxes.

Support the CEO program that will help many of our Junior and Seniors from all of our High Schools be prepared to open their own businesses or step in and help run an existing business.

Encourage businesses that are already here to expand.

Continue to use the part of the money from the Coal Royalties set aside for long range planning to improve our roads, bridges, facilities and communities.

Work to it interconnect all of our communities to a clean water source if a disaster or other problem causes them to lose their water supply.

And many more.

Henry Ford once said: Coming together is a beginning, keeping together is progress, and working together is success.


Today is the beginning, tomorrow and in the future we need to make progress, and two years from now if we have worked together we will measure our success.

I look forward to working with all of you and we look forward to working with our elected and appointed officials to make this a great two years for the citizens of Montgomery County.

Revised 11/2/11

2015 -- County Board Meeting Dates

Meetings	Meeting day (Rule of Thumb)	Time:	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Full Board	2nd Tuesday	8:30 AM	13	10	10	14	12	9	14	11	8	13	10	8
Building & Grounds	Friday before Full Board	8:30 AM	9	6	6	10	8	5	10	7	4	9	6	4
Coordinating	Last Tuesday of Month	5:30 PM	27	24	31	28	26	30	28	25	29	27	24	29
Economic Development	Last Wednesday of Month	5:30 PM	28	25	Apr. 1	29	27	Jul. 1	29	26	30	28	18	30
EMA/Ambulance	1st Monday of the Month	8:30 AM	5	2	2	6	4	1	6	3	Aug. 31	5	2	Nov. 30
Finance	Thursday before Full Bd.	8:30 AM	8	5	5	9	7	4	9	6	3	8	5	3
H. W. E.	Tuesday before Full Bd.	8:30 AM	6	3	3	7	5	2	7	4	1	6	3	1
Personnel	Last Thursday of Month	8:30 AM	29	26	26	30	28	25	30	27	24	29	19	31
Road & Bridge	Wed. before Full Board	8:30 AM	7	4	4	8	6	3	8	5	2	7	4	2
HOLIDAYS	County Offices Closed	ALL DAY	1,19	16		3	25		3		7	12	11, 26, 27	25
Organization	Meeting Frequency	Time:	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
911 Board	3rd Tuesday - Quarterly	6:45 PM	20	x	x	21	x	x	21	x	x	20	x	x
CEFS Board	1st Thursday	7:00 PM	8	5	5	2	7	4	2	6	3	1	5	3
CIEDA	To be announced													
Health Dept. Board	3rd Tuesday - Quarterly	7:00 PM	20	x	x	21	x	x	21	x	x	20	x	x
IL Assoc. of Co. Officials	Conferences	TBA	x	x	x	27-29	x	x	x	x	x	x	22-24	x
MCEDC	To be announced	4:15 PM												
Montgomery Cty. Water	4th Monday	7:00 PM	26	23	23	27	18	22	27	24	28	26	23	28
Planning Commission	To be announced	5:30 PM												
Senior Citizens Board	3rd Monday	1:30 PM	12	9	16	20	18	15	20	17	21	19	16	21
U of I Extension Service	2nd Thurs. - 4 times/locations	7:00 PM	x	x	12	x	x	11	x	x	x	8	x	10
UCCI	4th Monday	9:30 AM	26	23	24-25	27	18	22	20-21	24	28	16-17	16	x
VAC Board	1st Monday	7:00 PM	5	2	2	6	4	1	6	3	14	5	2	7
Wellness Committee	To be announced													
West Central Dev Council	3rd Thursday - Bi-monthly	6:15 PM	x	19	x	16	x	18	x	20	x	TBA	x	x
Workforce Investment Bd.	4th Thurs. - Bi-monthly	6:15 PM	22	x	26	x	28	X	23	x	24	x	TBA	x

Municipality Montgomery County Highway Dpt.	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT Name Hurst-Rosche Engineers, Inc. Address 1400 E. Tremont St. City Hillsboro State Illinois
Township Walshville		
County Montgomerv		
Section		

THIS AGREEMENT is made and entered into this 9th day of December, 2014 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

Route TR 429 Length 0.03 Mi. 160 FT (Structure No. 068-3278(E))

Termini _____

Description: PPC Deck Beam Replacement. This agreement includes Addendum #1, referencing "The LA Agrees, 1".

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 improvements herein before 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, Department of Natural Resources-Office 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.~~
 - 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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the 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, 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 percent 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 & 1k of the ENGINEER AGREES at actual cost of performing such work plus n/a percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, 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 the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. 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.

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 1g 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 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 171 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
- 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 171 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. 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 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 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.

- 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 the 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 Highway Department of the
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board

ATTEST:

By Andy Lethersed
Montgomery County Clerk
(Seal)

By [Signature]
Title Mont. Co. Board Chairman

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.

Hillsboro, IL 62049

ATTEST:

By [Signature]
David H. Kimmle, PE
Title Treasurer

By [Signature]
Ruben V. Boehler, PE, SE
Title Structural Engineer

Approved

Date
Department of Transportation

Regional Engineer

ADDENDUM #1

Replace paragraph 1. Of "The LA Agrees" in its entirety with:

1. To pay the ENGINEER as compensation for all services as stipulated in paragraphs 1,2,3,5 and 6 of the ENGINEER AGREES section in accordance with the following fee schedule, invoiced hourly not to exceed \$30,500.

Hurst-Rosche Engineers, Inc.
 Fee Schedule, effective January 1, 2014

CLASSIFICATION	HOURLY RATE*
Engineer IV	144.00
Engineer III	121.00
Engineer II	100.00
Engineer I	83.00
Architect IV	140.00
Architect III	103.00
Architect II	80.00
Architect I	67.00
Land Surveyor IV	120.00
Land Surveyor III	90.00
Land Surveyor II	76.00
Survey Tech I	45.00
Engineering Technician VI	108.00
Engineering Technician V	93.00
Engineering Technician IV	84.00
Engineering Technician III	69.00
Engineering Technician II	65.00
Engineering Technician I	52.00
CADD Technician IV	77.00
CADD Technician III	58.00
CADD Technician II	57.00
CADD Technician I	43.00
Clerical	48.00

Project-related travel is \$0.48 per mile. All other direct charges included a 15% handling fee.
 * The hourly rate includes payroll burden, fringe benefits, overhead and profit. Fee Schedule revised every January

8000 14-101-178
Worker Classifications: (12-9-14)

All employees contribute different skills and experience to the workplace. Duties and work schedules may vary by employee. The County reserves the right to change this policy manual, including the employee classifications listed below, at its discretion and without notice. Please note that none of the classifications change the at-will relationship the County has with its employees.

Exempt (Salaried) Full-time Employees. This classification includes all elected officials and department heads appointed by the County Board and may include professional, supervisory or administrative personnel. Exempt employees are exempt from the overtime provisions of the Fair Labor Standards Act. Exempt employees are compensated for the performance of a job rather than by the hours worked and, therefore, are not paid overtime for time worked in excess of 40 hours per week. Reasonable overtime can be normal and expected for exempt positions. Exempt employees are paid at a fixed salary rate with the expectation that the workload will dictate the number of hours worked with the work week defined, for the purposes of IMRF, as 40 hours. A current list of exempt employee positions is listed at the end of this section.

Non-Exempt (Hourly) Full-time Employees. Those employees scheduled to work a minimum of thirty-five (35) hours per work week on a continuous basis. Non-exempt full-time employees are eligible for overtime pay.

Non-Exempt (Hourly) Part-time Employees. Those employees scheduled to work less than thirty-five (35) hours per work week on a continuous basis.

Special Assignment/Temporary Professionals. Professionals and those employees hired for a specific project for a limited period of time and may include those hired to fill in for summer vacations, illnesses, as well as jobs established for a specific period of time or for the duration of a specific assignment. Such employees are hired with the understanding that their employment is to terminate upon completion of the project or at the end of the time period. These positions may be either full-time or part-time as determined by the requirements of the job. Special assignment/temporary professionals are not eligible for benefits.

Special Assignment/Temporary Nonprofessional. Nonprofessional special assignment/temporary positions are like the special assignment/temporary professional positions except that nonprofessionals are entitled to overtime but not to benefits.

Volunteers. Those individuals who accept, on an unpaid basis, various work assignments for any department. These individuals receive no wages or benefits and may be subject to a background check, depending on the assignment.

Montgomery County Exempt Positions (as of January 2014)

Superintendent of Buildings and Grounds
Supervisor of Assessments
Information Systems Manager
Assistant State's Attorney
Chief Probation Officer
Under Sheriff
Sheriff Department Chief Deputy
Jail Administrator
Captain of Communication Division

8007 14-40177

EMA Director
Public Defender
County Board Administrator/Coordinator
Solid Waste Inspector
Highway Department Engineer/Superintendent
Highway Department Road Foreman
Highway Department Shop Foreman
Highway Department Resident Engineer
Recycling Coordinator
Animal Control Facility Manager/Officer

The rest of this page was intentionally left blank.

Appointment and Hiring: (12-9-14)

The County Board shall hire all County supervisors and department heads except elected officials and appointments otherwise stipulated by law. Elected officials, department heads or supervisors shall hire all other employees. The Chairman of the County Board may request that the Personnel Committee and/or the Committee responsible for the supervisor or department head interview applicants and recommend a candidate for a position of supervisor or department head to the full board.

The starting annual salary for all new employees will be determined each year by the Finance Committee during the budget planning process. Any variance from this amount will require prior approval by the Personnel Committee.

- The date a new employee is hired will be pro-rated to coincide with the first day of the subsequent fiscal year.
- Elected officials and department heads are encouraged to consult with either the Personnel Committee or their oversight committee before filling any employee vacancies.
- The Personnel Committee may assist in recruiting qualified personnel for all vacant positions approved in the department's operating budget if requested by the elected official, department head or supervisor. The elected official, supervisor or department head is responsible for hiring their staff but may request help from the Personnel Committee and/or their Board Committee in interviewing and recommending applicants for hiring.

The following department heads will report their time off requests to the County Board Chairman's office via the County Board Administration Office:

- Animal Control Facility Manager/Officer
- County Board Administrator/Coordinator
- EMA Director
- Highway Engineer
- Information Systems Manager
- Recycling Coordinator
- Solid Waste Inspector
- Supervisor of Assessments

The County Board Administrator/Coordinator will report these time off requests to the Treasurer's office each quarter.

Applicants shall be considered on the basis of qualification without regard to age, sex, race, color, creed, religion, national origin, marital status, sexual orientation, political affiliation, handicap or veteran status, except where there may be a bona fide occupational qualification necessary for job performance. Qualified handicapped applicants and veterans shall be given equal consideration in compliance with the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Assistant Act of 1974. Special emphasis will be placed on efforts to attract minorities, women, qualified handicapped individuals and qualified veterans or other groups that are substantially underrepresented in each department's workforce where a vacancy exists. All new hires will be subject to and sign the consent form for background check attached hereto as Appendix B.

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD

DATE (REV. January 2015)

BOOK 14 PAGE 179

ALL UTILITIES

AMEREN ILLINOIS
AMERICAN MESSAGING
SANTANNA ENERGY SERVICES
HOMEFIELD ENERGY
CONSOLIDATED COMMUNICATIONS
CITY OF HILLSBORO
VERIZON WIRELESS
MJM ELECTRIC
AT & T MOBILITY
M & M SERVICE
STEWART SANITATION
TECH ELECTRONICS, INC.
FRONTIER

POSTAGE

U.S. POST OFFICE
UPS
DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
FRANCOTYP-POSTALIA MAILING SOLUTIONS
UNITED OFFICE SYSTEMS

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM
INTERPRETERS & TRANSCRIPTS
ALL JUDGE SIGNED VOUCHERS

CONTRACTUAL AND LEASE SERVICES

~~CONTRACTUAL CLEANING SERVICES FOR COUNTY BUILDINGS (DELETED)~~
~~PUBLIC BUILDING COMMISSION (DELETED)~~
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
HARRIS
CORRECTIONAL HEALTHCARE CO., INC.
COH USA, INC.
~~MONTGOMERY COUNTY FARM BUREAU (DELETED)~~
SNAP FITNESS
FUSION FITNESS & AQUATICS

OTHER

MONTGOMERY COUNTY RECORDER - MONTGOMERY CO. WATER CO. RECORDING FEES
PROBATION FUNDS (495, 496, 497, 498)
INHERITANCE TAX
TRANSFER AMONG COUNTY FUNDS
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
COUNTY BOARD MEMORIAL FUND
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
MONTGOMERY COUNTY LIQUOR COMMISSIONER
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
U OF I EXTENSION OFFICE
ELECTION POLLING PLACES RENT
ELECTION & PROCESSING JUDGES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
VETERANS ASSISTANCE COMMISSION
CRIMINAL BACKGROUND CHECK FEES
MONTGOMERY COUNTY HEALTH DEPARTMENT

PAYROLL/SALARY/INSURANCE

INSURANCE

SOCIAL SECURITY

IRS-941

DEDUCTION CHECKS

REIMBURSE SALARIES

CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS

RETIREE INSURANCE PLAN

DISCLAIMER

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

DATED January 13, 2015

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

AIMEE SHELTON
ASSISTANT COUNTY TREASURER

TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-01

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1122 B-CA Burg Road, Loc. A	Montgomery County	100 %	\$4,500.00
		%	

TOTAL = 100 % \$ 4,500.00

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

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-02

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1122 B-CA Burg Road, Loc. B	Montgomery County	100 %	\$4,600.00
		%	
TOTAL =		100 %	\$ 4,600.00

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

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

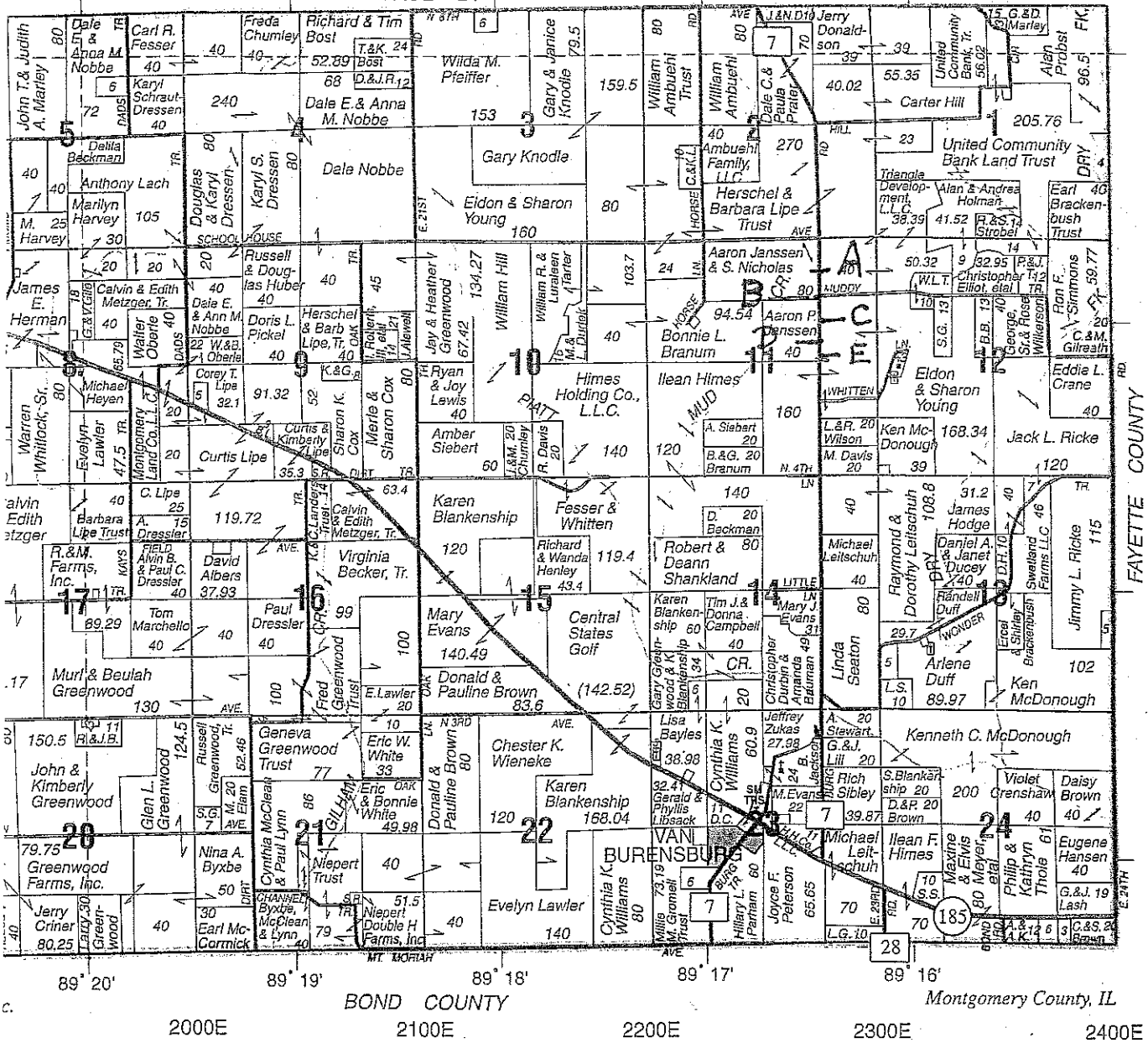
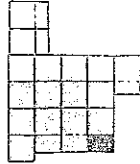

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

WILLMORE

T.7N.-R.2W.

SEE PAGE 24



FAYETTE COUNTY

BOND COUNTY 2000E 2100E 2200E 2300E 2400E
Montgomery County, IL

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-03

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

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

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

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

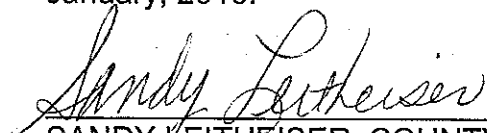
WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1122 B-CA Burg Road, Loc. C	Montgomery County	100 %	\$4,600.00
		%	
TOTAL =		100 %	\$ 4,600.00

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

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

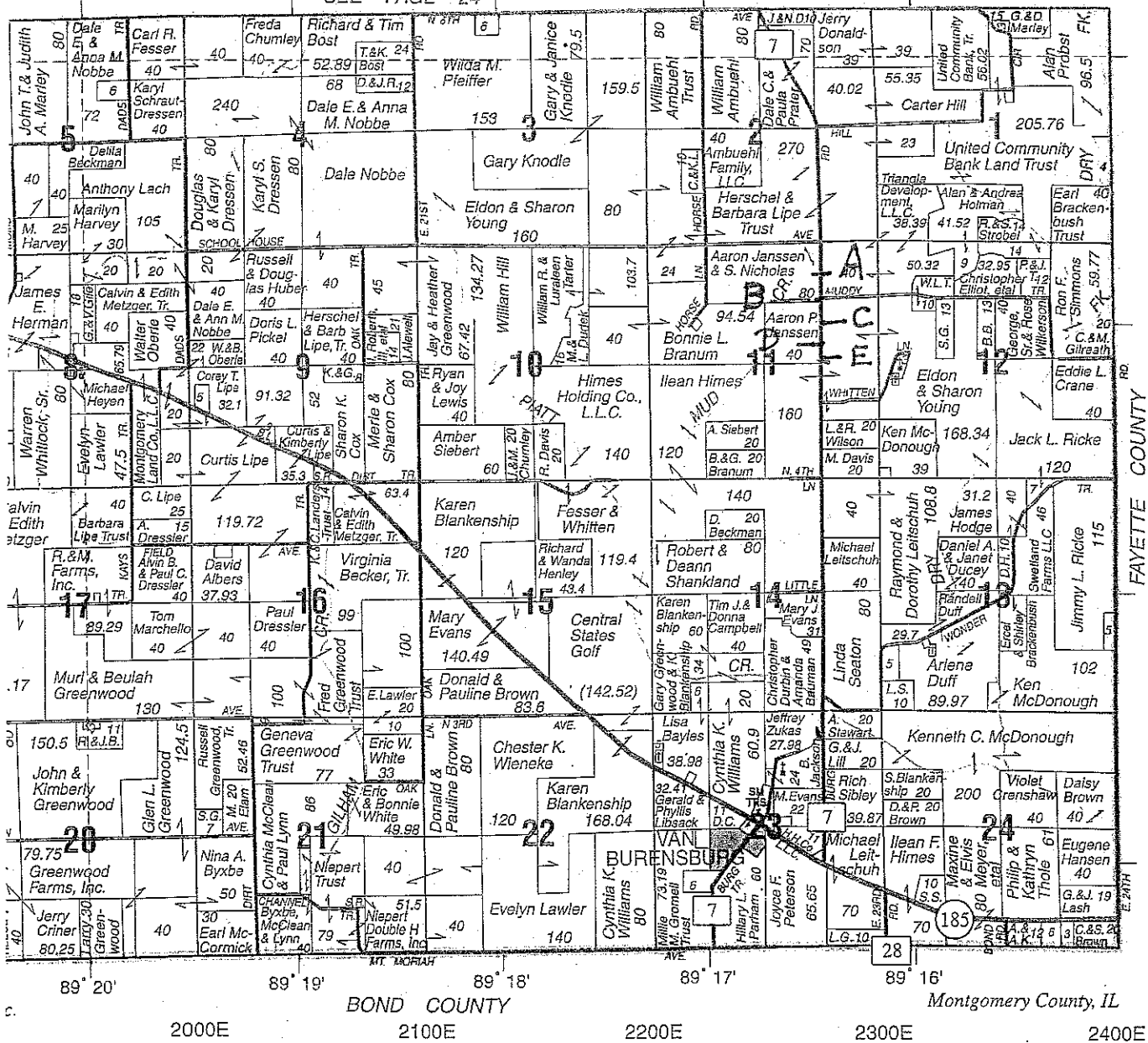

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

WILLMORE

T.7N.-R.2W.

SEE PAGE 24



FAYETTE COUNTY

BOND COUNTY

Montgomery County, IL

2000E 2100E 2200E 2300E 2400E

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-04

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

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

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

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

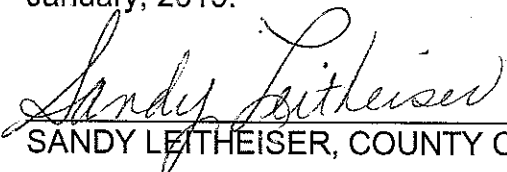
WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1122 B-CA Burg Road, Loc. D	Montgomery County	100 %	\$4,600.00
		%	
TOTAL =		100 %	\$ 4,600.00

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

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

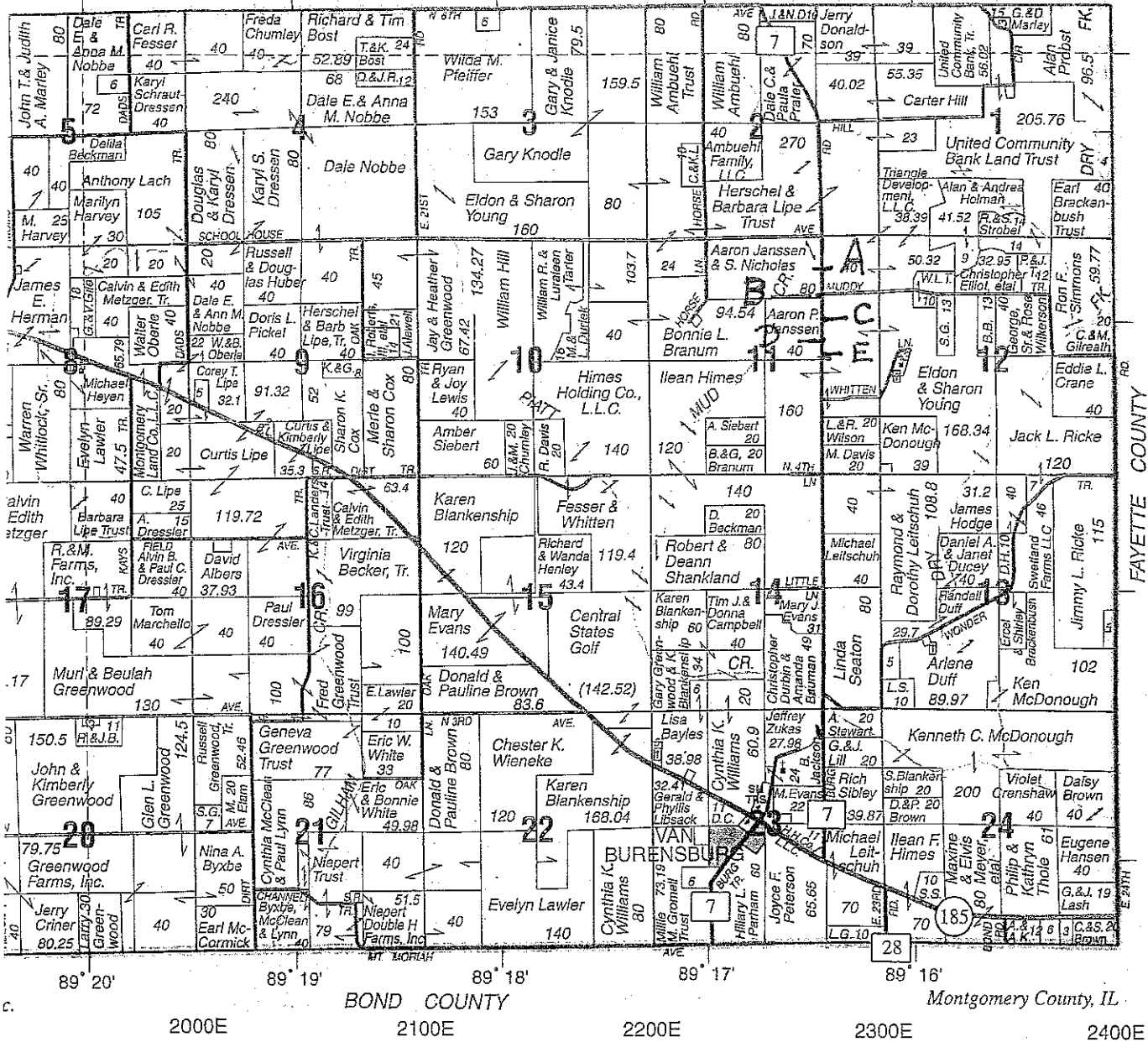

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

WILLMORE

T.7N.-R.2W.

SEE PAGE 24



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-05

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1122 B-CA Burg Road, Loc. E	Montgomery County	100 %	\$4,600.00
		%	
TOTAL =		100 %	\$ 4,600.00

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

Approved and adopted by the Montgomery County Board this 13th day of January, 2015.

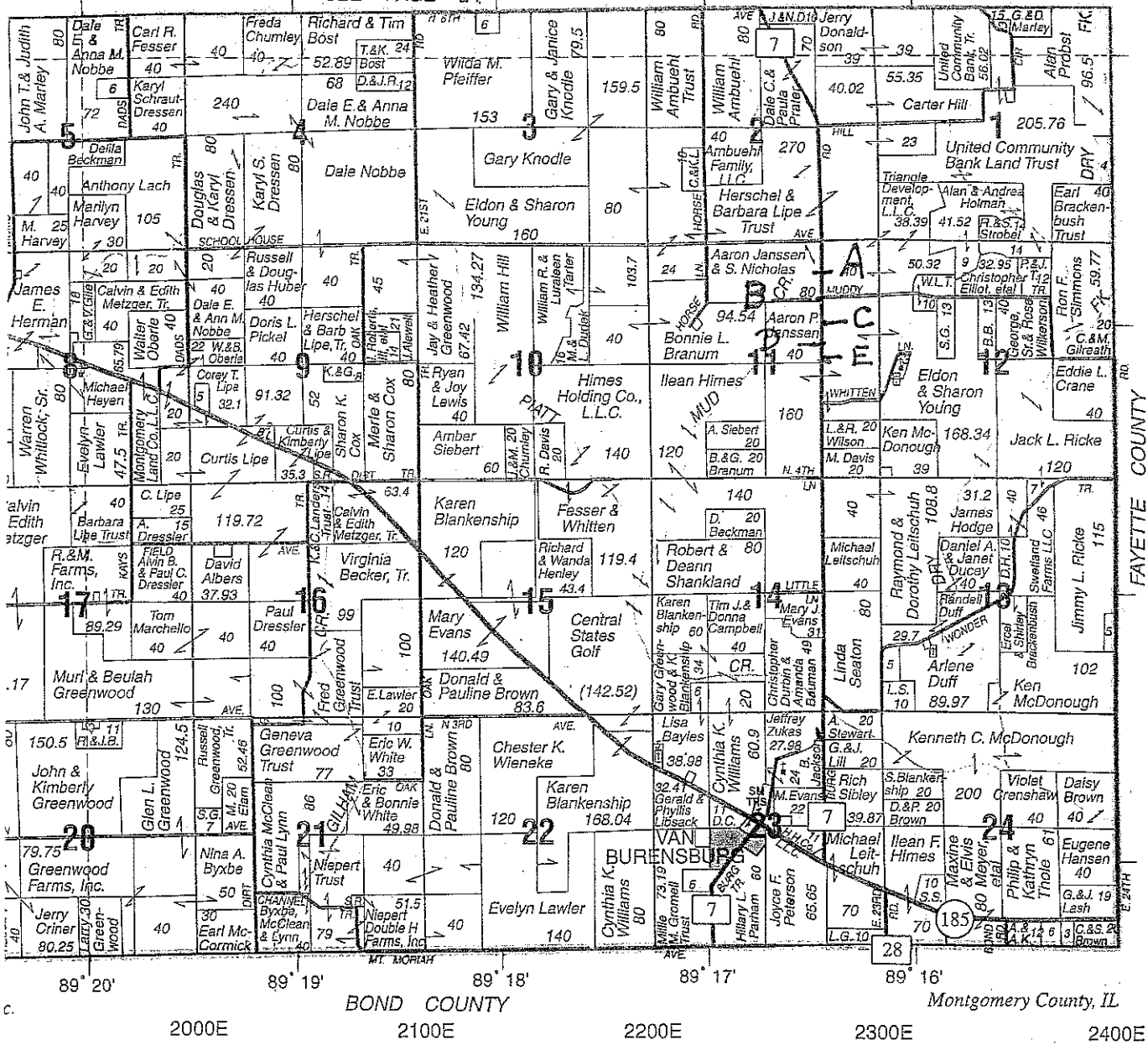

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

WILLMORE

T. 7N. - R. 2W.

SEE PAGE 24



Ordinance

ORDINANCE NUMBER 01-15
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2016, beginning on July 1, 2015 and ending on June 30,
2016.

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Montgomery County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Montgomery County limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Montgomery County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

Section 2. The County Clerk of the County of Montgomery shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Montgomery County a Grant Application to the Illinois Department of Transportation.

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

APPROVED by the Chairman of the Montgomery County Board, this 10th day of Feb 2015, and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 21
PRESENT 19
AYE 19
NAY 0

Sandy Leitheiser
Clerk of Montgomery County, Illinois

[Signature]
Chairman of Montgomery County, Illinois

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 Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) 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 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

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 and Downstate Public Transportation Act 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, but may provide match as desired.
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.
- 12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2015 to June 30, 2016 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By: _____
Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By: 
Chairperson, Montgomery County Board

ATTEST:



Montgomery County Clerk

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

HARVEL TOWNSHIP

PERMANENT PARCEL NUMBER: 04-33-281-003, 004

As described in certificate(s) : 000098, 000099 sold March 2008

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Raymond Fire Protection District, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll-call vote this 10th day of February 2015.

ATTEST: Sandy Letherser
CLERK

R. J. [Signature]
COUNTY BOARD CHAIRMAN

Montgomery County Resolution No. 02-15

RESOLUTION TERMINATING
INTERNAL REVENUE SERVICE SECTION 457
DEFERRED COMPENSATION PLAN BETWEEN
MONTGOMERY COUNTY
AND
AIG VARIABLE ANNUITY LIFE INSURANCE COMPANY (VALIC)

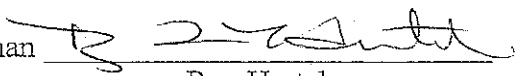
County of Montgomery,
STATE OF ILLINOIS

WHEREAS, the County of Montgomery approved a motion at a County Board Meeting dated July 9, 2002 to enter into a Section 457 deferred compensation plan contract (contract) with AIG Variable Annuity Life Insurance Company (VALIC) "contingent upon approval by States Attorney Roberts;" and

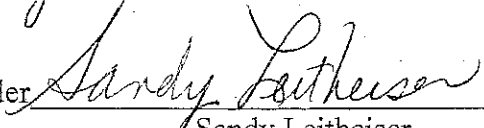
WHEREAS, an unsuccessful search has been completed to locate confirming documents that such approval by States Attorney Roberts had been obtained to enter into such contract with VALIC; and

WHEREAS, no formal Resolution was approved by the Montgomery County Board to enter into said contract with VALIC;

THEREFORE, WE THE ELECTED OFFICIALS of the County of Montgomery do hereby consent and decree that the County of Montgomery shall terminate the Internal Revenue Service Section 457 Deferred Compensation Plan between Montgomery County and VALIC effective immediately and further direct VALIC to undertake the proper execution of documents to terminate such contract between VALIC and the County as early as feasible.

County Board Chairman 
Roy Hertel

Subscribed and sworn to me this 10th day of February, 2015

County Clerk & Recorder 
Sandy Leitheiser

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-06

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

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

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

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

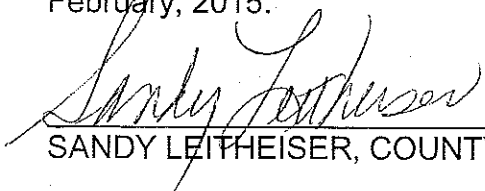
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

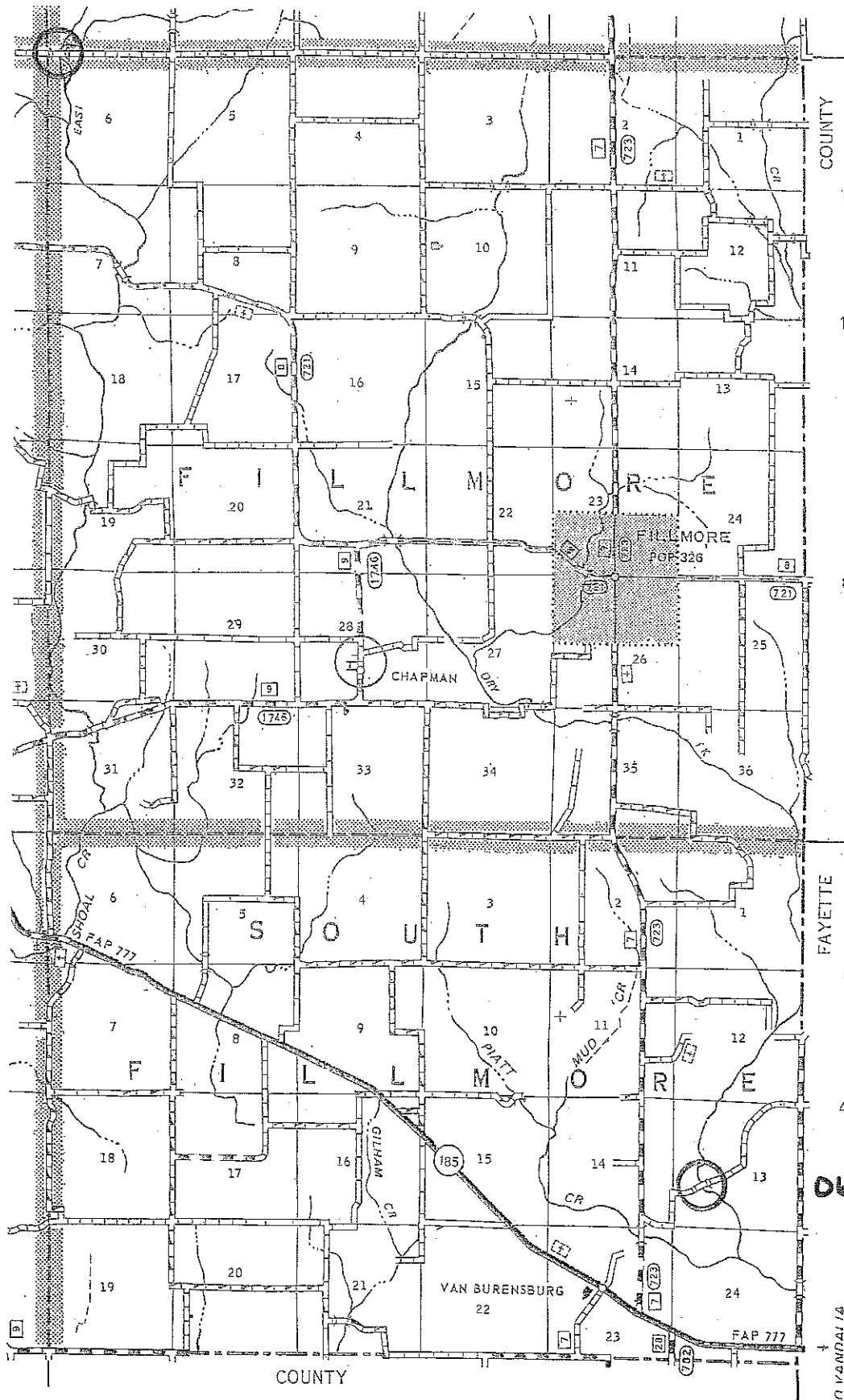
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1123 B-CA Wonder Trail-#068- 3212	Fillmore Road District	50 %	7,625.00
	Montgomery County	50 %	7,625.00
TOTAL =		100 %	\$ 15,250.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2015.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



068-3212

1/4 MILE

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-07

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1124 B-CA Seven Sisters-#068- 3162	Fillmore Road District	50 %	7,500.00
	Montgomery County	50 %	7,500.00
TOTAL =		100 %	\$ 15,000.00

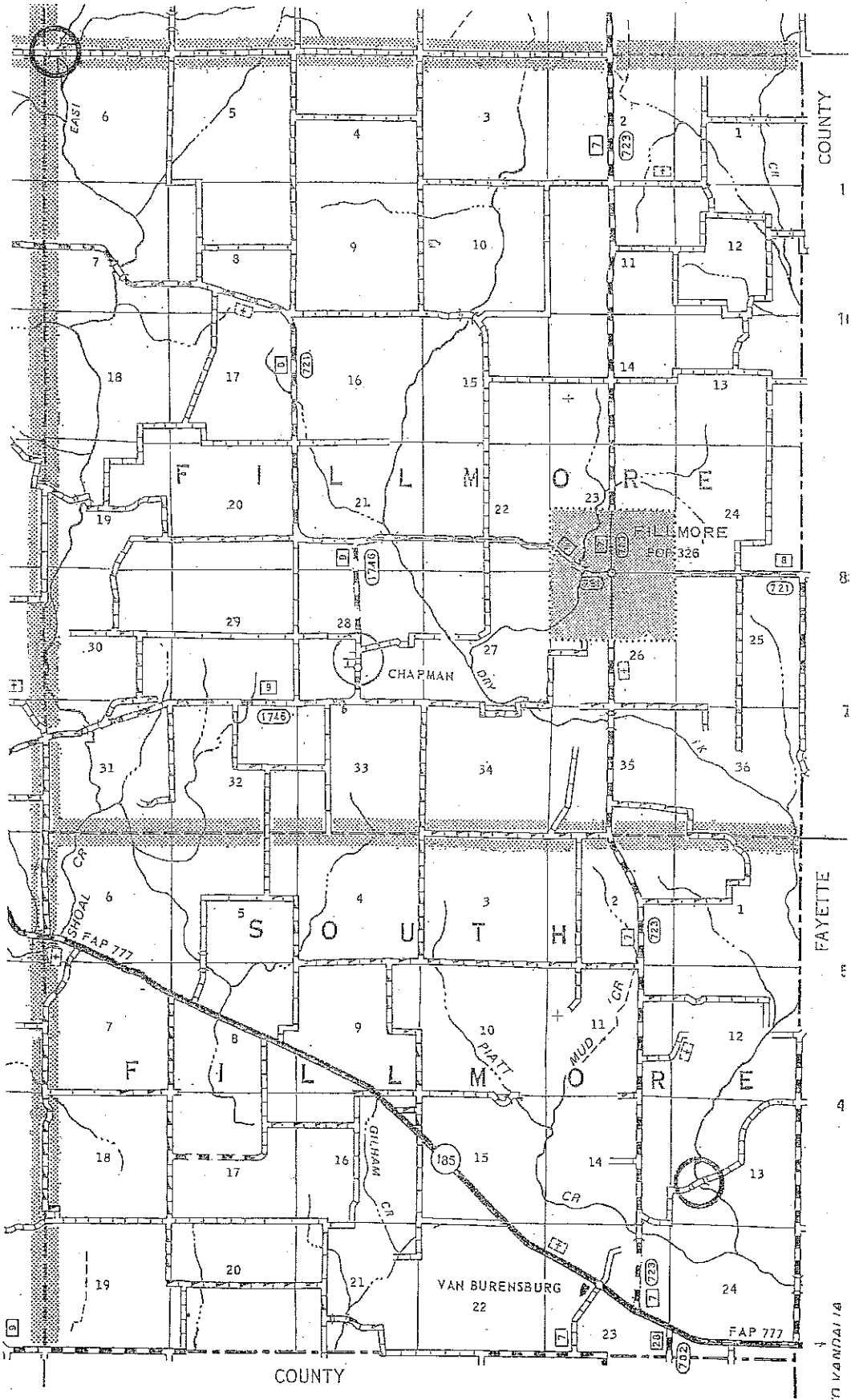
BE IT FURTHER RESOLVED, the funds necessary to furnish the County's share of cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 10th day of February, 2015.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

068-3162



77 VANDALIA

A RESOLUTION CALLING FOR THE GOVERNOR AND GENERAL ASSEMBLY TO PROTECT NECESSARY FUNDING FOR COUNTY GOVERNMENT

WHEREAS, Illinois County Governments are subject to countless unfunded mandates and numerous budget constraints,

WHEREAS, County Governments receive necessary funding through the Local Government Distributive Fund, which is controlled by the State of Illinois, to carry out their duties and functions; and

WHEREAS, proceeds to County Governments were previously reduced by legislative action taken against the Local Government Distributive Fund; and

WHEREAS, proposals presented for consideration would further reduce of disbursements to County and local governments by three (3) percent; and

WHEREAS, County Governments rely on additional revenues and services supplied from several other agencies and units of local government that also rely on the same and other State controlled funds; and

WHEREAS, the Illinois State Senate has taken affirmative steps to advance Senate Bill 274 which seeks to transfer money from several funds that are maintained for the benefit of County Government including but not limited to the Motor Fuel Tax Fund, State and Local Sales Tax Reform Fund, County and Mass Transit District Fund, Local Government Tax Fund, and Personal Property Tax Replacement Fund.

WHEREAS, these proposed reductions and transfers further threaten the efficient and responsible operation of County Government.

NOW, THEREFORE, BE IT RESOLVED by the members of the Board of Montgomery County, Illinois: That this Board urges the Governor and the Illinois General Assembly to reconsider their proposals to reduce funding for County Government and to responsibly fund County Government at levels that allow Counties to carry out their necessary and legally obligated duties and functions, specifically that the state return to the 10% portion that the County's received of the 3.75% State Income Tax prior to February 2011.

Passed by the Board of Montgomery County this 10th day of March, 2015.

AYES: 18 NAYS: 0 PRESENT: 18 ABSTAIN/ABSENT: 3

Sandy Lutherser
County Clerk

Passed and Approved this 10th day of March, 2015.

Mary Bethurst
Chairman

EST: *Sandy Lutherser*
County Clerk

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD

DATE (REV. March 2015)

BOOK 14 PAGE 201

ALL UTILITIES

AMEREN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION
VERIZON WIRELESS

POSTAGE

U.S. POST OFFICE
UPS
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UNITED OFFICE SYSTEMS

OTHER

BLOOME WATER
BOND COUNTY HEALTH DEPARTMENT
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER - MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
PROBATION FUNDS (495, 496, 497, 498)
TRANSFER AMONG COUNTY FUNDS
U OF I EXTENSION OFFICE
VETERANS ASSISTANCE COMMISSION
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM

PAYROLL/SALARY/INSURANCE

CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
DEDUCTION CHECKS
INSURANCE
IRS-941
REIMBURSE SALARIES
RETIREE INSURANCE PLAN
SOCIAL SECURITY

DISCLAIMER

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

DATED March 16, 2015


RON JENKINS
MONTGOMERY COUNTY TREASURER


MEE SHELTON
ASSISTANT COUNTY TREASURER

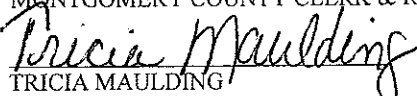
CONTRACTUAL AND LEASE SERVICES

CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
HARRIS
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
SNAP FITNESS

COURT ORDERED EXPENSES

ATTORNEY FEES
CONDEMNATION
ESCHEATS
PETIT JURY - MILEAGE & PER DIEM
INTERPRETERS & TRANSCRIPTS
ALL JUDGE SIGNED VOUCHERS


SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER


TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

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

THIS AGREEMENT, is made and entered into this 7th day of April in the year of 2015, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from July 1, 2014 to November 30, 2015.

Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Litchfield Police Department from Montgomery County Sheriff's Office as per the following weekly hours of operation:

Sunday: 0001 to 2400
Monday: 0001 to 0800 and 1600 to 2400
Tuesday: 0001 to 0800 and 1600 to 2400
Wednesday: 0001 to 0800 and 1600 to 2400
Thursday: 0001 to 0800 and 1600 to 2400
Friday: 0001 to 0800 and 1600 to 2400
Saturday: 0001 to 2400

The Litchfield police Department shall have control of their operations for radio and telephone services per the following weekly hours of operation:

Monday 0800 to 1600
Tuesday: 0800 to 1600
Wednesday: 0800 to 1600
Thursday: 0800 to 1600
Friday: 0800 to 1600

The Litchfield Police Department has the option to schedule more or less radio and telephone services with the Montgomery County Sheriff's Office if and only if both parties agree.

3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield, if any.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield residents to contact police services.
5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$131,250. Said fee will be paid in twelve monthly installments of \$10,937.50. Any amount due over the \$131,250.00 annual fee shall be paid within 30 days of the final day of the contract year.
6. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.

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

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

ATTEST: Sandy Lutherson
County Clerk & Recorder

ATTEST: Carol E. Burke
Litchfield City Clerk

Approved: W. J. Gorman
Litchfield Police Chief

COUNTY OF MONTGOMERY
BY: Robert J. Hester
Montgomery County Board Chairman

CITY OF LITCHFIELD:
BY: Steve D'Agostino
City of Litchfield Mayor

Approved: Shirley J. G. [Signature]
Montgomery County Sheriff

MONTGOMERY COUNTY, ILLINOIS

**Selected Financial Information
for
Presentation to
Montgomery County Board**

November 30, 2014

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2014

Assessed Valuation

- 2010	\$ <u>385,863,719</u>
- 2011	\$ <u>391,401,353</u>
- 2012	\$ <u>394,639,853</u>
- 2013	\$ <u>405,298,253</u>

General Fund

Net change in fund balance

		Coal Rights	Principal	Interest
11/30/05	\$ <u>(133,056)</u>		500,000	-
11/30/06	\$ <u>31,141</u>		-	-
11/30/07	\$ <u>2,439,897</u>		1,900,000	564,000
11/30/08	\$ <u>(454,542)</u>		-	-
11/30/09	\$ <u>587,698</u>		1,000,000	192,000
11/30/10	\$ <u>(436,725)</u>		1,000,000	132,000
11/30/11	\$ <u>(65,992)</u>		1,200,000	72,000
11/30/12	\$ <u>(2,381,688)</u>		-	-
11/30/13	\$ <u>(1,101,145)</u>		-	-
11/30/14	\$ <u>(339,276)</u>		-	-
			<u>\$ 6,100,000</u>	<u>\$ 960,000</u>

Selected Financial Information
November 30, 2014

<u>General Fund</u>	<u>2014</u>		<u>2013</u>	
Revenues:				
Property taxes	\$ 876,625	14.58%	\$ 857,027	14.65%
Interest and costs	3,161	.05	4,266	.09
Sales taxes	1,698,614	28.25	1,704,101	29.13
Income	751,178	12.49	727,309	12.43
Replacement, video gaming and real estate transfer	189,416	3.15	176,708	3.02
Fines, fees and licenses	1,686,494	28.05	1,751,443	29.94
Miscellaneous	84,249	1.40	73,234	1.25
Reimbursed expenses and intergovernmental	<u>723,335</u>	<u>12.03</u>	<u>555,130</u>	<u>9.49</u>
Total revenues	<u>6,013,072</u>	<u>100.00%</u>	<u>5,849,218</u>	<u>100.00%</u>
Expenditures:				
Building and grounds	341,483	4.78	323,442	4.73%
County Clerk	236,477	3.31	259,707	3.80
Treasurer	193,004	2.70	203,575	2.98
Coroner	88,733	1.24	93,948	1.37
Regional Superintendent	65,829	.92	70,830	1.04
Supervisor of Assessments	205,151	2.87	213,288	3.12
Board of Review	22,697	.32	25,277	.37
County Board	98,425	1.38	108,923	1.60
Information System	135,430	1.90	126,753	1.86
Election	130,571	1.83	116,412	1.70
General Administrative	1,186,934	16.63	972,085	14.21
Geographic Information System	95,612	1.34	61,385	.90
Judges	2,202	-	3,352	-
State's Attorney	398,453	5.59	384,668	5.62
Circuit Clerk	272,063	3.81	265,192	3.88
Probation	308,028	4.32	309,672	4.53
Public Defender	275,945	3.87	175,191	2.56
Jury and jurors	2,969	.08	139,861	2.04
Sheriff	2,211,469	30.99	2,275,671	33.25
Emergency Services	65,236	.91	57,673	.84
Ambulance	58,720	.82	54,124	.79
Animal Control	108,804	1.52	91,469	1.34
Capital Outlay	233,135	3.27	140,281	2.05
Economic and infrastructure development	31,325	.44	30,848	.45
Coordinated Services	75,802	1.06	74,376	1.09
Solid Waste	44,238	.62	43,925	.64
Recycling	<u>248,233</u>	<u>3.48</u>	<u>221,384</u>	<u>3.24</u>
Total expenditures	<u>7,136,968</u>	<u>100.00%</u>	<u>6,843,312</u>	<u>100.00%</u>
Excess (deficiency) of revenues over expenditures	(1,123,896)		(994,094)	
Transfers	<u>784,620</u>		<u>(107,051)</u>	
Net change in fund balance	<u>\$ (339,276)</u>		<u>\$ (1,101,145)</u>	
Fund Balance, end of year	<u>\$ 923,970</u>		<u>\$ 1,263,246</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2014

Public Health

	<u>2014</u>		<u>2013</u>	
Revenues:				
Taxes	\$ 431,245	16.00%	\$ 422,946	14.43%
Fees and miscellaneous	302,606	11.22	208,505	7.12
Intergovernmental	1,960,621	72.70	2,296,194	78.35
Interest	<u>2,418</u>	<u>.08</u>	<u>3,007</u>	<u>.10</u>
Total revenues	<u>2,696,890</u>	<u>100.00%</u>	<u>2,930,652</u>	<u>100.00%</u>
Expenditures	<u>2,891,186</u>		<u>2,874,081</u>	
Net change	\$ <u>(194,296)</u>		\$ <u>56,571</u>	

County Highway

Revenues	\$ 2,071,936	\$ 1,968,748
Expenditures	<u>1,713,236</u>	<u>1,946,367</u>
Net change	\$ <u>358,700</u>	\$ <u>22,381</u>

Montgomery County Illinois
Resolution # 03-15

Proclaiming April 22nd, 2015 as Earth Day

WHEREAS, the global community has been celebrating Earth Day annually since 1970, which began as a long-term endeavor to support a cleaner, healthier, more prosperous planet; and

WHEREAS, **Montgomery County** is committed to protecting the beautiful rural nature of the County for all residents and visitors to enjoy by keeping roadways and waterways clean and free from litter; and

WHEREAS, **Montgomery County** has the ongoing challenge of managing our Recycling program in a responsible and cost-effective manner, and success heavily depends on county residents choosing waste reduction and diversion efforts such as reusing and recycling; and

WHEREAS, individuals in Montgomery County can take personal action for waste reduction, disposal and diversion of their waste;

WHEREAS, businesses in Montgomery County are encouraged to remind citizens to dispose of paper, plastic, aluminum and styrofoam products purchased at their establishments to dispose of them in a proper manner and not to litter;

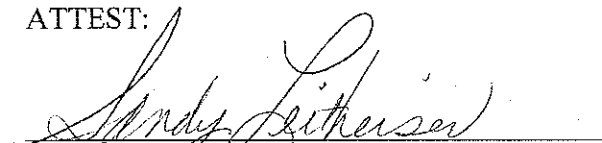
WHEREAS, the Montgomery County Board encourages Volunteer groups to conduct cleanup programs throughout the County with the help of County resources;

NOW, THEREFORE BE IT RESOLVED, that the Montgomery County Board hereby proclaims April 22nd, 2015, as the official Earth Day celebration for Montgomery County, and encourages all residents to participate and enjoy the event while learning about the true value of a clean community by responsibly disposing trash in its proper place and recycling every day.

Adopted this 14th of April, 2015.


Roy Hertel, County Board Chairman

ATTEST:


Sandy Leithaiser, County Clerk and Recorder

RESOLUTION

RESOLUTION AUTHORIZING SUBMISSION OF A FY 2015 PARTNERSHIP PLANNING ASSISTANCE GRANT REQUEST TO THE US DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION DESIGNED TO PROVIDE ECONOMIC DEVELOPMENT DISTRICTS WITH CONTINUING ACCESS TO LOCAL PLANNING FUNDS.

WHEREAS, the Illinois counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby respectively continue to exhibit proportionately high levels of both unemployment and under-employment which serves to document the region's continuing level of "economic distress", and

WHEREAS, the duties and responsibilities of the West Central Development Council (as stated in its by-laws) specifically states that the organization shall encourage the cooperation of political jurisdictions within the aforesaid seven counties to more effectively pursue regional plans and/or area-wide programs of benefit to the jurisdiction and its constituents; and

WHEREAS, federal grant funds are currently available under Section 301 (b) of the Public Works and Economic Development Act of 1965 (as amended) administered by the Economic Development Administration (EDA) for which the Council in its capacity as designated Economic Development District (EDD) has been deemed an eligible applicant and invited by Chicago Regional Offices of EDA to submit a formal planning grant request...

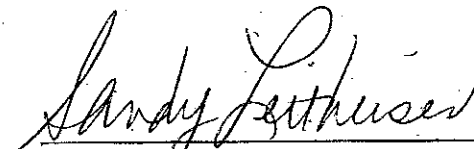
NOW THEREFORE BE IT RESOLVED, by the Board Members and County Board Chairman of Montgomery County that a district Partnership Planning Assistance grant application in the amount of \$160,884.00 shall be prepared by the Executive Director and staff of the West Central Development Council and submitted in June 2015 to the Chicago Regional Offices of Economic Development Administration (EDA) under the provisions of the aforesaid federal grant program in order to secure the funding necessary to aid the seven county region in the successful fulfillment and execution of the Economic Development District's FY-2015-2018 Scope of Work; and

BE IT FURTHER RESOLVED that Montgomery County supports the efforts of the West Central Development Council, Inc., in securing a FY 2015 Partnership Planning Assistance grant in the amount of \$160,884.00 which will be matched by the WCDC.

PASSED AND ADOPTED THIS THE 12th DAY OF May 2015.

ATTEST:


Roy Hertel, Chairman


Montgomery County Clerk

RESOLUTION

RESOLUTION AUTHORIZING SUBMISSION OF A FY 2015 PARTNERSHIP PLANNING ASSISTANCE GRANT REQUEST TO THE US DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION DESIGNED TO PROVIDE ECONOMIC DEVELOPMENT DISTRICTS WITH CONTINUING ACCESS TO SHORT TERM PLANNING ASSISTANCE AVAILABLE TO COAL-IMPACTED COMMUNITIES UNDER THE PARTNERSHIP FOR OPPORTUNITY AND WORKFORCE AND ECONOMIC REVITALIZATION (POWER) INITIATIVE.

WHEREAS, the Illinois counties of Calhoun, Christian, Greene, Jersey, Macoupin, Montgomery, and Shelby respectively continue to exhibit proportionately high levels of both unemployment and under-employment which serves to document the region's continuing level of "economic distress", and

WHEREAS, the duties and responsibilities of the West Central Development Council (as stated in its by-laws) specifically states that the organization shall encourage the cooperation of political jurisdictions within the aforesaid seven counties to more effectively pursue regional plans and/or area-wide programs of benefit to the jurisdiction and its constituents; and

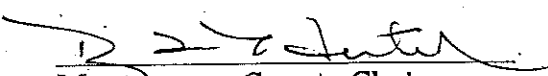
WHEREAS, federal grant funds are currently available under Section 301 (b) of the Public Works and Economic Development Act of 1965 (as amended) administered by the Economic Development Administration (EDA) for which the Council in its capacity as designated Economic Development District (EDD) has been deemed an eligible applicant and invited by Chicago Regional Offices of EDA to submit a formal planning grant request...

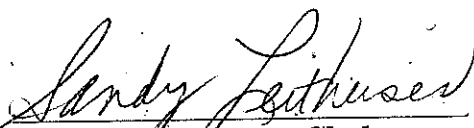
NOW THEREFORE BE IT RESOLVED, by the Board Members and County Board Chairman of Montgomery County that a district Partnership for Opportunity and Workforce and Economic Revitalization (POWER) Initiative grant application in the amount of \$50,000.00 shall be prepared by the Executive Director and staff of the West Central Development Council and submitted in June 2015 to the Chicago Regional Offices of Economic Development Administration (EDA) under the provisions of the aforesaid federal grant program in order to secure the funding necessary to aid the seven county region in the successful fulfillment and execution of the Economic Development District's FY-2015 Scope of Work; and

BE IT FURTHER RESOLVED that Montgomery County supports the efforts of the West Central Development Council, Inc., in securing a FY 2015 Partnership Planning Assistance grant in the amount of \$50,000.00 which will be matched by the WCDC.

PASSED AND ADOPTED THIS THE 12th DAY OF May 2015.

ATTEST:


Montgomery County Chairman


Montgomery County Clerk

Montgomery County Resolution 04- 2015

Amending

Montgomery County Resolution 1991 - 11

RESOLUTION TO REGULATE THE SALE AT RETAIL OF ALCOHOLIC LIQUOR IN THE TERRITORY IN THE COUNTY OF MONTGOMERY, ILLINOIS: OUTSIDE THE LIMITS OF ANY CITY: VILLAGE OR INCORPORATED TOWN.

Section 1. (Definitions) Unless the context otherwise requires, the following terms as used in this resolution shall be construed according to the definitions given below.

- (1) The word "alcohol" means the product of distillation of any fermented liquid whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.
- (2) The word "spirits" means any beverage which contains alcohol obtained by distillation mixed with water or other substance in solution, and includes brandy rum, whiskey, gin, or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.
- (3) The word "wine" means any alcoholic beverage obtained by the fermentation of the natural contents of fruits or vegetables containing sugar, including such beverages when fortified by the addition of alcohol or spirits as above defined.
- (4) The word "beer" means a beverage obtained by alcoholic fermentation of any infusion or concoction of barley or other grain, malt and hops in water, and includes among other things beer, ale, stout, lager beer, porter and the like.
- (5) The phrase "alcoholic liquor" includes the four varieties of liquor above defined "alcohol, spirits, wine and beer", and every liquid or solid patented or not containing alcohol, spirits, wine or beer and capable of being consumed as a beverage by a human being. The provisions of this resolution shall not apply to alcohol used in the manufacture of denatured alcohol, not to any liquid or solid containing one-half (1/2) of one percent (1%) or less of alcohol by volume. Nor shall the provisions of this

resolution apply to flavoring extracts, concentrates, syrups, or medicinal, mechanical scientific, culinary, or toilet preparations or food products unfit for beverage purposes, but the provisions of this resolution shall not be construed to exclude or not apply to alcoholic liquor used in the manufacture, preparation or compounding of such products. None of the provisions of this resolution shall apply to wine intended for use and used by any church or religious organization for sacramental purposes.

(6) The word "retailer" means a person who sells or offers for sale alcoholic liquor for use or consumption and not for resale in any form.

(7) "Sell at retail" and "sale at retail" refer to any means of sales for use of consumption, and not for resale in any form.

(8) The word "sale" means any transfer, exchange or barter, in any manner or by means of whatsoever for a consideration, and includes and means all sales made by any person whether principal, proprietor, agent, servant or employee.

(9) The words "to sell" includes to solicit or receive an order for, to keep or expose for sale, and to keep with intent to sell.

(10) The word "restaurant" means any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served without sleeping accommodations, such spaces being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare cook and serve suitable food for its guests.

(11) The word "club" means a corporation organized under the laws of this State not for pecuniary profit, solely for the pro-motion of some common object other than the sale or consumption of alcoholic liquors kept, used, and maintained by its members through the payment of annual dues, and owning, hiring or leasing a building or space in a building of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests, and provided with suitable and adequate kitchen and dining room space and equipment, and maintaining a sufficient

number of servants and employees for cooking, preparing, and serving food and meals for its members and their guests; PROVIDED, that such club files with the local commission at the time of its application for a license under this resolution two copies of a list of names and residences of its members, and similarly files within ten days of the election of any additional members, his name and address; and PROVIDED FURTHER, that its affairs and management are conducted by a board of directors, executive committee or similar body chosen by the members at their annual meeting, and that no member or any officer, agent, or employee of the clubs paid, or directly or indirectly received in the form of salary or other compensation, any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members of its board of directors or other governing body out of the general revenue of the club.

(12) The word "hotel" means every building or other structure kept, used, maintained, advertised and held out to the public as a place where food is actually served and consumed, and sleeping accommodations are offered for adequate pay to travelers and guests whether transient, permanent or residential, in which twenty-five or more rooms are used for the sleeping accommodations of such guests, and having one or more public dining rooms where meals are served to such guests, such sleeping accommodations and dining rooms being conducted in the same building or buildings in connection therewith, and such building or buildings, structure or structures being provided with adequate and sanitary kitchen and dining room equipment and capacity.

Section 2. (License Required) It shall be unlawful, to sell or offer for sale at retail in that territory of Montgomery County, Illinois, outside the limits of any city, village or incorporated town, any alcoholic liquor without having a retail liquor dealer's license or to do so in violation of the terms of any such license.

Section 3. (Application) (a) Applications for such licenses shall be made to the Chairman of the County Board in writing under oath or affirmation stating:

- (1) The name, age and address of the applicant in the case of an individual; in the case of a co-partnership, the persons entitled to share in the profits thereof and in the case of a corporation for profit or a club, the date of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and if above five percent of the stock of such corporation is owned by any person or his nominees, the name of such person.
- (2) The citizenship of the applicant, his place of birth, and if a naturalized citizen the time and place of his naturalization.
- (3) The character of business of the applicant; and in case of a corporation, the object for which it was formed.
- (4) The length of time that said applicant has been in said business of that character, or in the case of a corporation, the date of which its charter was issued.
- (5) The amount of goods, wares and merchandise on hand at the time application is made.
- (6) The location and description of the premises or place of business which is to be operated under such license.
- (7) A statement whether applicant has made similar application for a similar other license on premises other than described in this application and the disposition of such application.
- (8) Whether applicant has ever been convicted of a felony, of keeping a place of prostitution, of pandering, or any other crime or misdemeanor opposed to decency or morality.
- (9) Whether a previous license by any state or sub-division thereof, or by the federal government has been revoked and the reason therefore.
- (10) That he will not violate any of the laws of the State of Illinois, or of the United States in the conduct of his place of business.
- (11) That he has not received or borrowed money or anything else of value and that he will not receive or borrow money or anything else of value (other than merchandising credit in the ordinary course of business for a period not to exceed ninety days) directly or indirectly from any manufacturer, importing distributor or distributor representative of any such manufacturer, importing distributor or

distributor, nor be a party in any way directly or indirectly to any violation by a manufacturer, distributor or importing distributor, as set forth in Section 5 of Article 6 of the Illinois Liquor Control Law.

(12) A statement the applicant is not disqualified to receive a license by reason of any matters or thing contained in this resolution.

(a) In addition to the foregoing information, such application shall contain such other further information as the local liquor commissioner may by rule or regulation, not inconsistent with law, prescribe.

If said application is made in behalf of a partnership, firm, association, club or corporation, then the same shall be signed and sworn to be all members of such partnership or the President and Secretary of such corporation.

(b) All applications to the local commissioner shall be filed in duplicate and shall be accompanied by the deposit of a certified or cashier's check of a bank within the State, United States Postal money order, or cash in the full amount of the license fee required to be paid for the license applied for which fee shall be returned to such applicant if such application is denied.

(c) Every applicant for a license to sell at retail shall file with his application a joint and several bond executed by good and sufficient sureties residing or licensed to do business within the State of Illinois to the local commission in the amount of five times the annual license fee conditioned upon true and faithful compliance by said licensee with all of the provisions of this resolution. **At the time of license renewal, the County will waive its bond requirement for any renewal year if the current license holder provides written proof of receipt from the Illinois Department of Revenue of a current "Notice of Termination of Bond for Liquor Gallonage Tax" form.**

Section 4. (Restriction on Licenses) No retail license shall be issued by the local commission to:

(1) A person, corporation or other business entity which does not meet the residency requirements of the Illinois Liquor Control Act which is Chapter 43, Illinois Revised Statutes.

(2) A person whose license issued under this resolution or its predecessor has been revoked for cause.

(3) A person who has been convicted of a felony under the Laws of the State of Illinois or a violation of this Ordinance or the Illinois Liquor Control Act.

(4) Any person, association, or corporation not eligible for a retail liquor dealer's license under Article VI of the Illinois Liquor Control Act or any other law of the State of Illinois.

Section 5. (Annual License Fee) The annual fee for such license for the sale of alcoholic liquors at retail shall be six hundred dollars. Each such license shall terminate on the 30th day of April next following its issuance. The fee to be paid shall be reduced in proportion to the full calendar months which have expired in the licensing year prior to the issuance of the license.

Section 6. (Disposition of Fees) All such fees shall be paid to the Chairman of the County Board at the time application is made, and shall be forthwith turned over to the County Treasurer. In the event the license applied for is denied the fee, less 10% charge for processing, shall be returned to the applicant; if the license is granted then the fee shall be deposited to the credit of the appropriate fund of said County.

Section 7. (List of Licensees) The local liquor control commissioner shall keep or cause to be kept a complete record of all such licenses issued; and shall furnish the County Clerk, Sheriff and State's Attorney each with a copy thereof; upon the issuance of any new license or the revocation of any old license, the Chairman of the County Board shall give written notice of such action to each of these officers within forty-eight hours of such action.

Section 8. (Closing Hours-Sundays) It shall be unlawful to sell or offer for sale at retail any alcoholic liquor in the County of Montgomery in that territory outside the corporate limits of any city, village, or incorporated town between the hours of 2:00 o'clock A. M. and 6:00 o'clock A. M. on each and every day of the week.

Section 9. (Sanitary Conditions) All premises used for the retail sale of alcoholic liquor or for the storage of such liquor for such sale shall be kept in a clean and sanitary condition, and shall be kept in full compliance with all laws regulating the condition of premises used for the storage or sale of food for human consumption.

Section 10. (Employees) It shall be unlawful to employ in any premises maintained principally for the retail sale of alcoholic liquor any person not of an age lawfully to purchase every variety of alcoholic liquor there for sale, or to employ any person in any premises in the handling, preparation, or distribution of any variety of liquor, which he is not of an age lawfully to purchase.

Section 11. (Employees) It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with or who is a carrier of any contagious, infectious or venereal disease; and it shall be unlawful for any person who is afflicted or a carrier of any such disease to work in or about any premises or to engage in any way in the handling, preparation or distribution of such liquor.

Section 12. The Chairman of the County Board shall be the Local Liquor Control Commissioner for that territory of the County of Montgomery, Illinois located outside the corporate limits of any city, village or incorporated town of said County, and shall be charged with the administration in his jurisdiction of the appropriate provisions of this resolution and of such other resolutions relating to alcoholic liquor as may be enacted; PROVIDED, however, that the said chairman of the County Board may appoint a person or persons to assist him in the exercise of the powers and performance of the duties herein provided for such Local Liquor Control Commissioner.

Section 13. When in this resolution the Local Liquor Control Commissioner is referred to, it shall include any committee or other agency appointed by such Local Liquor Control Commissioner with the consent of a majority of the County Board. The Local Liquor Control Commissioner shall also have the following powers, functions and duties with respect to retail licenses:

- (a) To grant, to suspend for not more than thirty days, and to revoke for cause all local licenses issued to persons or corporations for premises within his jurisdiction.
- (b) To enter or to authorize any law enforcing officer to enter at any time upon any premises licensed hereunder to determine whether any of the provisions of this resolution or any rules or regulations adopted by the Local Liquor Control Commissioner or by the State Commission have been or are being violated, and at such time to examine said premises of said license in connection therewith.

(c) To receive complaint from any citizen within his jurisdiction that any of the provisions of the Illinois Liquor Control Act or of this ordinance or of rules or regulations adopted pursuant hereto have been or are being violated, and to act upon such complaints in the manner provided by the laws of this state.

(d) To receive local license fees and pay the same forthwith to the County Treasurer.

(d) To examine or cause to be examined either by himself or his duly authorized agent under oath or affirmation any applicant for a local license or for a renewal thereof, or any licensee upon whom notice of revocation has been served in the manner herein provided, and to examine or cause to be examined the books and records of any such applicants or licensee; to hear testimony and take proof for his information in the performance of his duties and for such purpose to issue subpoenas which shall be effective in any part of this state.

Section 14. (Gifts)

(1) Neither the local Liquor Control Commissioner, nor any agent employed by him, nor any member of the County Board shall solicit or accept any gratuity, emolument or employment from any person or corporation licensed under this ordinance, or from any officer, agent or employee thereof, and every license holder and every officer, agent and employee thereof is hereby forbidden to offer to any such Liquor Control Commissioner, or his agents, any member of the County Board or law enforcement officer, any gift, gratuity, emolument or employment.

(2) Neither the Local Liquor Commissioner, nor any agent employed by him, nor any member of the County Board shall solicit from, nor recommend to, or any person or corporation licensed under this ordinance the appointment of any person to any place or position.

(3) If the County Liquor Commissioner or his agent or any member of the County Board of Supervisors shall violate any provision of this Section he shall be removed from office and be thereafter ineligible to hold such office. If any person or corporation holding a license under this ordinance shall violate the provisions of this section he shall lose his license and be thereafter ineligible to acquire a license under this ordinance.

Section 15. (Penalty) Any person, firm or corporation who sells alcoholic liquor at retail in the County of

Montgomery, Illinois, outside the corporate limits of any city, village or incorporated town without having first obtained a valid license so to do under the provisions of this resolution or shall make any false statements or other violation of any of the provisions of this resolution in obtaining any license hereunder or who, having obtained a license hereunder shall violate any of the provisions of this resolution, with respect to the sale at retail of alcoholic liquor or with respect to the maintenance of the licensed premises, or shall violate any other provisions of this resolution, shall for a first offense be fined not more than Five Hundred Dollars (\$500.00) and for a second or subsequent offense shall be fined not more than Five Hundred Dollars (\$500.00) and/or be imprisoned in other than the penitentiary not more than six months; or be both fined and imprisoned. Each day any person engages in business as a retailer in violation of the provisions of this resolution shall constitute a separate offense.

Section 16. (Revocation) Whenever any licensee shall be convicted of any violation of any of the provisions of this resolution, the license of said licensee may in the discretion of the local commissioner, be revoked and forfeited, and all fees paid thereon shall be forfeited, and the bond given by said licensee to secure such licensee's faithful compliance with the terms of this resolution, shall be forfeited and it shall thereafter be unlawful and shall constitute a further violation of this act for said licensee to continue to operate under said license.

Section 17. (Repeal) A resolution entitled "Resolution to Regulate the Sale at Retail of Alcoholic Liquor in the Territory in the County of Montgomery, Illinois; outside the limits of any city, village or incorporate town," and adopted by the Board of Supervisors of Montgomery County, Illinois on March 13, 1934 is hereby repealed and all resolutions and parts thereof heretofore adopted in conflict with any provision of this resolution are hereby repealed insofar as such conflict exists.


Section 18. (Severability) If any of the provisions of this resolution shall be held invalid, it shall not be construed to invalidate the remaining provisions of this resolution.

Section 19. (Time of Take Effect) This resolution shall take effect and be in force and effect upon and after its passage and approval as provided by law.

Dated this 12th day of May 2015.


Chairman of the County Board

Attest:


County Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF MONTGOMERY)

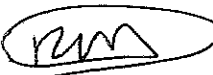
RESOLUTION FIXING JUROR COMPENSATION AND JURY TRIAL DEMAND FEE

WHEREAS, pursuant to authority of the Counties Codes Act, 55 ILCS 5/4-11001 as amended by Public Act 98-1132, the Code of Civil Procedure, 735 ILCS 5/2-1105 as amended, and previous County Board Resolution, the Circuit Clerk presently assesses and collects from the requesting litigant a fee for civil jury trial demands, and provides that the County Board compensates grand and petit jurors for their services, as designated by the above-referenced Acts, as well as payment of travel expense to grand and petit jurors; and

WHEREAS, the Counties Codes Act has been amended (Public Act 98-1132), effective June 1, 2015, mandating each county to pay to grand and petit jurors for their services, the sums of \$25 for the first day and thereafter \$50 for each day of necessary attendance, or such higher amount as may be fixed by the County Board; and

WHEREAS, the Code of Civil Procedure has been amended (Public Act 98-1132), effective June 1, 2015, allowing that, if alternate jurors are requested, an additional fee established by the county shall be charged for each alternate juror requested and in attendance; and

WHEREAS, the County Board has previously authorized the payment of travel expense to the jurors and the same is no longer required by state statute;

 NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Montgomery that the fee to be paid by the County of Montgomery to grand and petit jurors for their services in attending courts the sums of \$25 for the first day and thereafter \$50 for each day of necessary attendance with no reimbursement for travel expense; and the fee for alternate jurors is set at \$175 for the first alternate and \$150 for each subsequent alternate juror

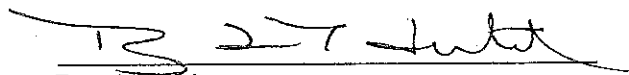
BE IT FURTHER RESOLVED by the County Board of the County Of

Montgomery, that the fee to be charged the requesting litigant and then paid to any alternate juror(s) for their services in attending courts the sums of \$25 for the first day and thereafter \$50 for each day of necessary attendance with no reimbursement for travel expense;

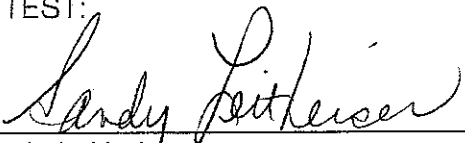
BE IT FURTHER RESOLVED by the County Board of the County of Montgomery, that the Clerk of the Circuit Court of Montgomery County is hereby authorized and directed to charge and collect a fee of \$212.50 for a civil jury trial demand and \$175 for the first alternate juror and \$150 for each additional alternate juror, said fee to be collected from the first requesting party in each civil jury trial demand case as provided by 705 ILCS 105/27.1a(s).

BE IT FURTHER RESOLVED that this Resolution is effective June 1, 2015.

PASSED, APPROVED AND ADOPTED this 12th day of May, 2015 by the Montgomery County Board in regular session assembled.


Roy Hertel,
Chairman Montgomery County Board

ATTEST:


Sandy Leitheiser,
Montgomery County Clerk

BOOK 14 PAGE 223

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF MONTGOMERY
AND
THE VILLAGE OF PANAMA FOR
PLACEMENT OF RECYCLING CONTAINERS

THIS INTERGOVERNMENTAL AGREEMENT FOR PLACEMENT OF RECYCLING CONTAINERS (this "Agreement") is made and entered into _____, 2015, between the County of Montgomery, a body politic, and the Village of Panama, a municipal corporation.

RECITALS

Whereas, the County of Montgomery and the Village of Panama intend to enter into this Intergovernmental Agreement for placement of recycling containers and to provide for the pickup and removal of recyclables collected at said location; and

Whereas, Article VII, Section 10, of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

Whereas, 5 ILCS 220/1, *et. seq.*, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

Whereas, Montgomery County and the Village of Panama find it mutually beneficial for the County to provide recycling services to Panama.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County of Montgomery and the Village of Panama hereby agree as follows:

1. The County of Montgomery will, at its expense, pour a concrete pad and construct a three-sided shed on the property owned by the Veterans of Foreign

Wars, Post 6628, which property is currently leased by the Village of Panama. The VFW has consented to the utilization of its property as a site for the recycling containers as evidenced by their written consent, attached hereto to this Agreement.

2. The County of Montgomery will provide appropriate recycling containers as necessary.
3. The County of Montgomery will provide for the pickup, removal and processing of the recyclables collected at the VFW drop-off location.
4. The Village of Panama will frequently inspect, keep and maintain the recycling location in a presentable and accessible condition.
5. The County of Montgomery will provide signs designating the site as a location for deposit of recyclable materials, and will further list the County's recycling rules.
6. The County of Montgomery and the Village of Panama stipulate that the approximate costs to the County associated with the construction of the recycling shed and concrete pad are \$4000.00. The County will assume this cost free and clear of any financial contribution from the Village so long as the Village utilizes the recycling services for a period of five years from the date of execution of this Agreement. If, at any time during the initial five year term, the Village wishes to terminate the recycling program, then it shall pay the County \$800 per year for the remaining term. Said sum shall not be prorated to coincide with the termination date.
7. This Agreement shall become effective upon authorization and signature of each of the parties and shall remain in effect until terminated by either party upon 30 (thirty) days written notice to the other party.

MONTGOMERY COUNTY

Signature: [Handwritten Signature]
Roy Hertel, Chairman of the Montgomery County Board

Date signed: 5/12/15

VILLAGE OF PANAMA

Signature: _____
Joseph McCario, Village President

Date signed: _____

UTILITIES

REN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION
VERIZON WIRELESS

POSTAGE

IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UNITED OFFICE SYSTEMS
UPS
U.S. POST OFFICE

OTHER

HOME WATER
MONTGOMERY COUNTY HEALTH DEPARTMENT
JEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER - MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
PROBATION FUNDS (495, 496, 497, 498)
TRANSFER AMONG COUNTY FUNDS
U OF I EXTENSION OFFICE
VETERANS ASSISTANCE COMMISSION
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM

PAYROLL/SALARY/INSURANCE

BLUE CROSS BLUE SHIELD HEALTH INSURANCE
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
BORN HEALTH INSURANCE
DEDUCTION CHECKS
GUARDIAN HEALTH INSURANCE
ILLINOIS PUBLIC RISK FUND
INSURANCE
IRS-941
REIMBURSE SALARIES
RETIREE INSURANCE PLAN
SOCIAL SECURITY
TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) Flex Plan

DISCLAIMER

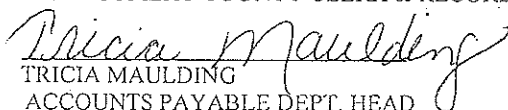
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED May 12, 2015


RON JENKINS
MONTGOMERY COUNTY TREASURER


AIMEE SHELTON
MONTGOMERY COUNTY TREASURER


SANDY LETHEISER
MONTGOMERY COUNTY CLERK & RECORDER

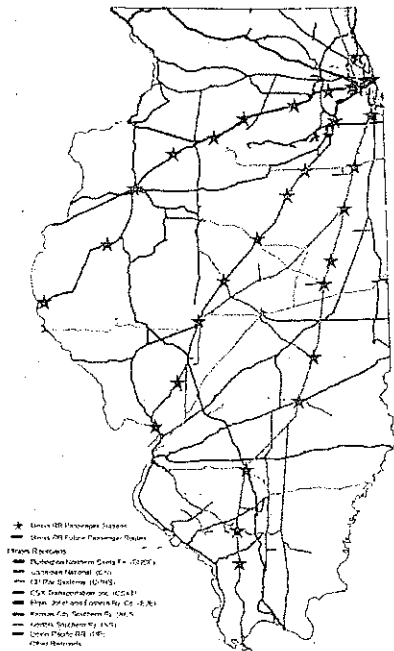

TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

CONTRACTUAL AND LEASE SERVICES

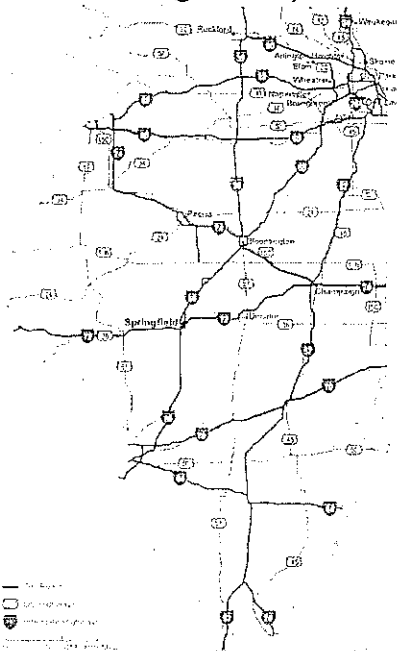
CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
HARRIS
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
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COURT ORDERED EXPENSES
ALL JUDGE SIGNED VOUCHERS
ATTORNEY FEES
CONDEMNATION
ESCHEATS
INTERPRETERS & TRANSCRIPTS
PETIT JURY - MILEAGE & PER DIEM

Work smarter not harder...

Rail



Highways



Internet

Illinois Broadband Opportunity Partnership East Central

ILLINOIS CENTURY NETWORK™

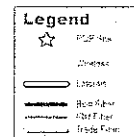
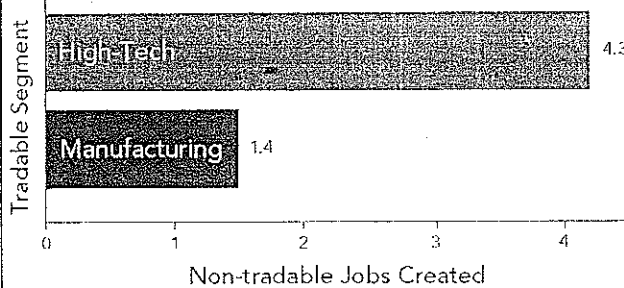


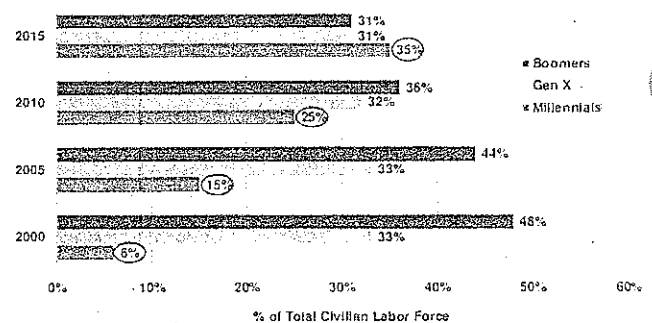
FIGURE 12
Local Jobs Multipliers



Source: U.S. Census Bureau; calculations by Bay Area Council Economic Institute

Millennials (Age 15-35) = Largest Generation in Workforce This Year

Civilian Labor Force by Generation, USA, 2000 - 2015



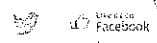
Source: Bureau of Economic Analysis, Bureau of Labor Statistics, U.S. Census Bureau, "U.S. Economic Outlook 2015-2016".

County Rank within State For 25-Mbps Coverage	2010 Population	2013 Population	Population Change	Percent Change
Bottom 10%	5,420,347	5,390,628	-29,776	-0.55%
Bottom Half	49,586,078	49,720,525	134,390	0.27%
Top Half	258,559,871	265,761,865	7,201,583	2.79%
Top 10%	131,229,210	135,396,793	4,167,583	3.18%



ed@montgomerycountyillinois.org
www.montgomerycountyillinois.org
Ph: 217-851-4332

The 1,500-plus counties in the top half of their states in terms of access to at least 25 Mbps broadband enjoyed 10 times the percentage population.



ORDINANCE ABATING REAL PROPERTY TAXES
Abatement of Property Taxes on a Parcel per
The Guidelines Authorized in
The State of Illinois Department of Revenue Act
For General Abatements 35 ILCS 200/18-165

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

Parcel ID # 05-33-200-022 (new) Montgomery County - PT SE ¼ NE ¼ Section 33, Township 10 Range 5. (Combination of parcels 05-33-200-016, 05-33-200-019 and 05-33-200-020)

Taxpayer – Pioneer Hi-Bred International C/O E I DuPont
18259 West Frontage Road, Litchfield IL 62056

Estimated Fair Market Value of Property (Tax Year 2015) AT 33.33% = \$ 1,563,765

Land assessed value = \$76,295 Improvements assessed value = \$1,487,470

The abatement of taxes on this parcel is in acknowledgement of a request by Pioneer Hi-Bred located at 18259 West Frontage Road, Litchfield, IL 62056 and is authorized by Section 200/18-165 of the Revenue Act.

The Term of the abatement shall be as follows:

- On 2016 taxes, payable in 2017, an abatement of 100% of the extension on the assessed valuation.
- On 2017 taxes, payable in 2018, an abatement of 100% of the extension on the assessed valuation.
- On 2018 taxes, payable in 2019, an abatement of 100% of the extension on the assessed valuation.
- On 2019 taxes, payable in 2020, an abatement of 100% of the extension on the assessed valuation.
- On 2020 taxes, payable in 2021, an abatement of 100% of the extension on the assessed valuation.
- On 2021 taxes, payable in 2022, No Abatement. 100% of the assessed valuation will be payable.

PASSED THIS 9th day of June, 2015

AYES: 20 NAYES: 0 ABSENT: 1

[Signature] Roy L. HERTZ Date: 6/9/2015
Board Chairman Signature Print Name

[Signature] Sandy Leithaiser Date: 6/9/15
Clerk or Witness Signature Print Name

MONTGOMERY COUNTY RESOLUTION 05-2015

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.

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. 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. The Nokomis/Witt Special Service Area (ambulance) is within the County of Montgomery.

3. 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 Monday, the 29th day of June, 2015 in the Council Chambers of the Nokomis City Hall at 7:00 p.m. to consider a proposed Special Service Area ambulance tax increasing the maximum allowable levy from .30 cents, the present maximum, to .45 cents for the Nokomis/Witt Special Service Area, which territory

is described in the proposed notice 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 .45 percent of the assessed value, as equalized, of the property in the Special Service Area, said tax to be in addition to the 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 Public Hearing shall be published at least once, not less than fifteen (15) 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 (10) days prior to the 29th day of June, 2015. 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 year's owner of said property.

Notice shall be in a form substantially similar to the "NOTICE" attached hereto.

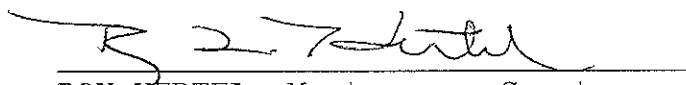
ADOPTED THIS 9th day of June, 2015 by the Montgomery County Board pursuant to roll call vote recorded as follows:

AYES 19

NAYES 0

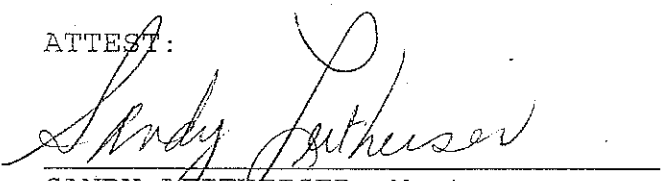
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ABsent 1



ROY HERTEL, Montgomery County Board Chairman

ATTEST:



SANDY LEITHEISER, Montgomery County Clerk & Recorder

PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD
DATE (REV. June 2015)

ALL UTILITIES

AMEREN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
DIRECT ENERGY (added June 9, 2015)
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION
VERIZON WIRELESS

CONTRACTUAL AND LEASE SERVICES

CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
HARRIS DELETE (deleted June 9, 2015)
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
SNAP FITNESS
ZOBRIO (added June 9, 2015)

COURT ORDERED EXPENSES

ALL JUDGE SIGNED VOUCHERS
ATTORNEY FEES
CONDEMNATION
ESCHEATS
INTERPRETERS & TRANSCRIPTS
PETIT JURY - MILEAGE & PER DIEM

POSTAGE

IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UNITED OFFICE SYSTEMS
UPS
U.S. POST OFFICE

OTHER

BLOOME WATER
BOND COUNTY HEALTH DEPARTMENT
CEFS - TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
J.T.C. PETROLEUM (added June 9, 2015)
LITCHFIELD BITUMINOUS CORPORATION (added June 9, 2015)
LOUIS MARSCH (added June 9, 2015)
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER - MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES

NEWMAN SIGNS (added June 9, 2015)
 NOKOMIS QUARRY (added June 9, 2015)
 PROBATION FUNDS (495, 496, 497, 498)
 TRANSFER AMONG COUNTY FUNDS
 U OF I EXTENSION OFFICE
 VETERANS ASSISTANCE COMMISSION
 WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL - ASSIST PROGRAM

PAYROLL/SALARY/INSURANCE

BLUE CROSS BLUE SHIELD HEALTH INSURANCE
 CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
 DEARBORN LIFE INSURANCE (added June 9, 2015)
 DEDUCTION CHECKS
 GUARDIAN DENTAL/VISION INSURANCE (added June 9, 2015)
 ILLINOIS PUBLIC RISK FUND
~~INSURANCE DELETE~~ (deleted June 9, 2015)
 IDES (UNEMPLOYMENT TAX) (added June 9, 2015)
 IL 501 (STATE PAYROLL TAX) (added June 9, 2015)
 IMRF (RETIREMENT) (added June 9, 2015)
 IRS-941 (FEDERAL PAYROLL TAX) (added June 9, 2015)
 REIMBURSE SALARIES
~~RETIREE INSURANCE PLAN DELETE~~ (deleted June 9, 2015)
 SOCIAL SECURITY
 TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) Flex Plan

DISCLAIMER

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

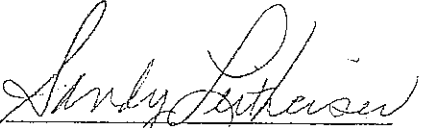
DATED June 9th, 2015



 RON JENKINS
 MONTGOMERY COUNTY TREASURER



 AIMEE SHELTON
 ASSISTANT COUNTY TREASURER



 SANDY LEPHEISER
 MONTGOMERY COUNTY CLERK & RECORDER



 TRICIA MAULDING
 ACCOUNTS PAYABLE DEPT. HEAD

ORDINANCE # 06-2015

ORDINANCE 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 Revised Statutes, Chapter 48, par. 39s-1 et seq., and

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

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

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 26th, 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 the Board of Trustees is hereby ascertained to be the same as prevailing rate of wages for construction work in the Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 20 15 a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the 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 the Board of Trustees. 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 the Board of Trustees to the extent required by the aforesaid Act.

SECTION 3: The Board of Trustees shall publicly post or keep available for inspection by any interested party in the main office of the Board of Trustees 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 Board of Trustees 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 particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board of Trustees 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 Board of Trustees shall cause to be published in a newspaper of general circulation within the area a notice of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 9th day of June, 2015.

APPROVED:


CHIEF PRESIDING OFFICER

ATTEST:

SECRETARY/CLERK

STATE OF ILLINOIS)
) S.S.
COUNTY OF MONTGOMERY)

CERTIFICATION OF PREVAILING WAGE ORDINANCE

I, Sandy Leitheiser, DO HEREBY CERTIFY THAT I am the Clerk/Secretary in and for the Board of Trustees of Montgomery County Board; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Montgomery County Board being entitled: "AN ORDINANCE OF Montgomery County Board, Montgomery County, Illinois ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMAN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID Montgomery County Board," at the regular meeting held on the 9th day of June, 2015, the ordinance being a part of the official records of said Montgomery County Board.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 9th day of June, 2015.

(SEAL)

Sandy Leitheiser
Clerk/Secretary

ATTEST:

[Signature]
Chief Presiding Officer/ Title

TRUCK DRIVER	ALL 4	34.100	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	ALL 5	35.000	36.640	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 1	26.480	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 2	26.850	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 3	27.060	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 4	27.280	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250
TRUCK DRIVER	O&C 5	28.000	29.310	1.5	1.5	2.0	11.10	5.425	0.000	0.250

Legend:

- RG (Region)
- TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
- C (Class)
- Base (Base Wage Rate)
- FRMAN (Foreman Rate)
- M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
- OSA (Overtime (OT) is required for every hour worked on Saturday)
- OSH (Overtime is required for every hour worked on Sunday and Holidays)
- H/W (Health & Welfare Insurance)
- Pensn (Pension)
- Vac (Vacation)
- Trng (Training)

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, 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.

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

ELECTRONIC SYSTEMS TECHNICIAN (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 Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous 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.

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS ELECTRICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

OPERATING ENGINEER - BUILDING

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), 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, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceclators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

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, Well Drilling Machines, Boring Machines, 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), 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, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and 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. 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; and Whirlie Cranes.

GROUP IX. Mechanic

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and

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 RESOLUTION
RESOLUTION #2015-08

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

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

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

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

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

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

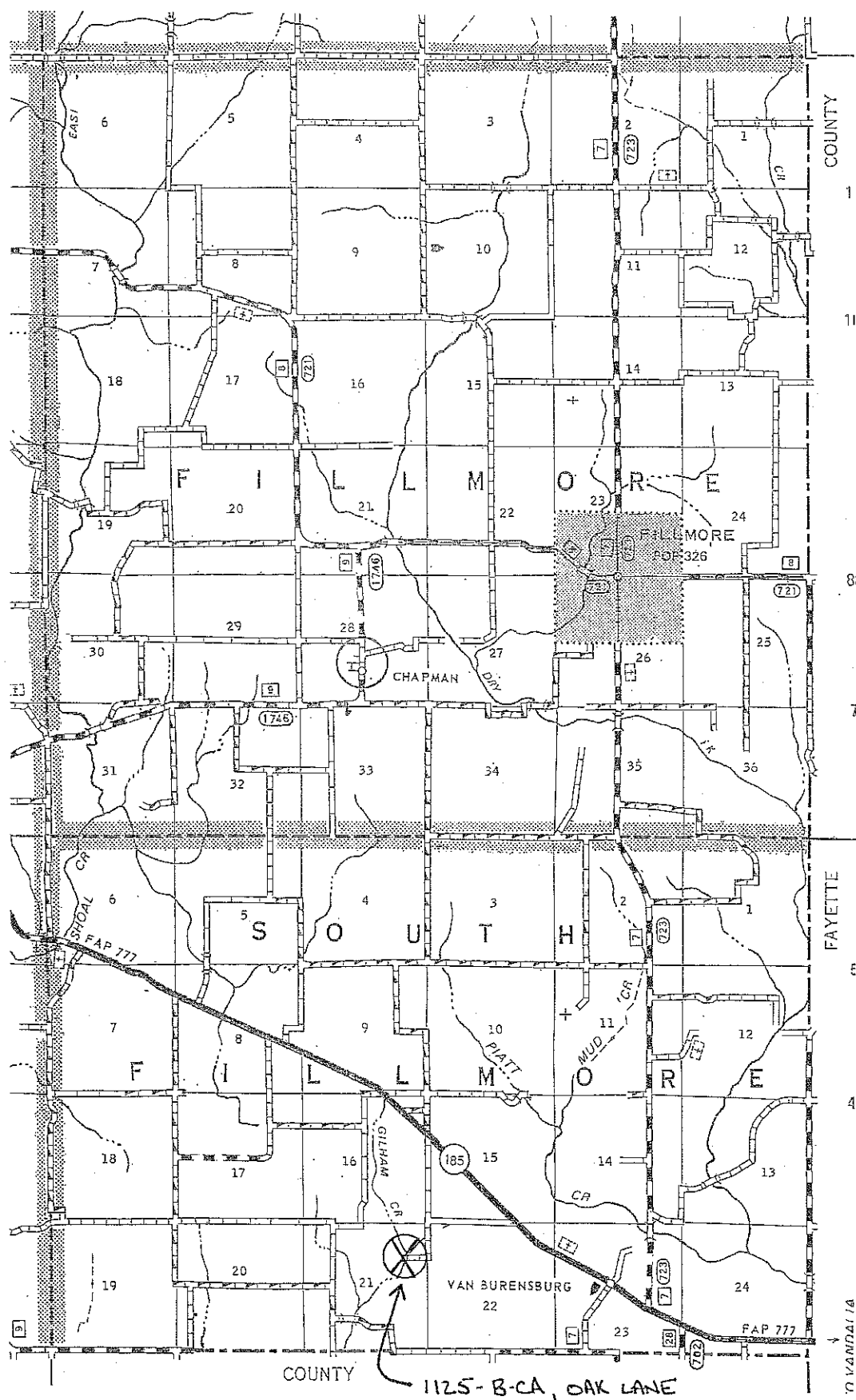
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1125 B-CA Oak Lane	S. Fillmore Road District	50 %	5,250.00
	Montgomery County	50 %	5,250.00
TOTAL =		100 %	\$ 10,500.00

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

Approved and adopted by the Montgomery County Board this 9th day of June, 2015.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



COUNTY 1125-B-CA, OAK LANE

COUNTY
1
11
8
7
FAYETTE
6
4
VAN DALL

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-09

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

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

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

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

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

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

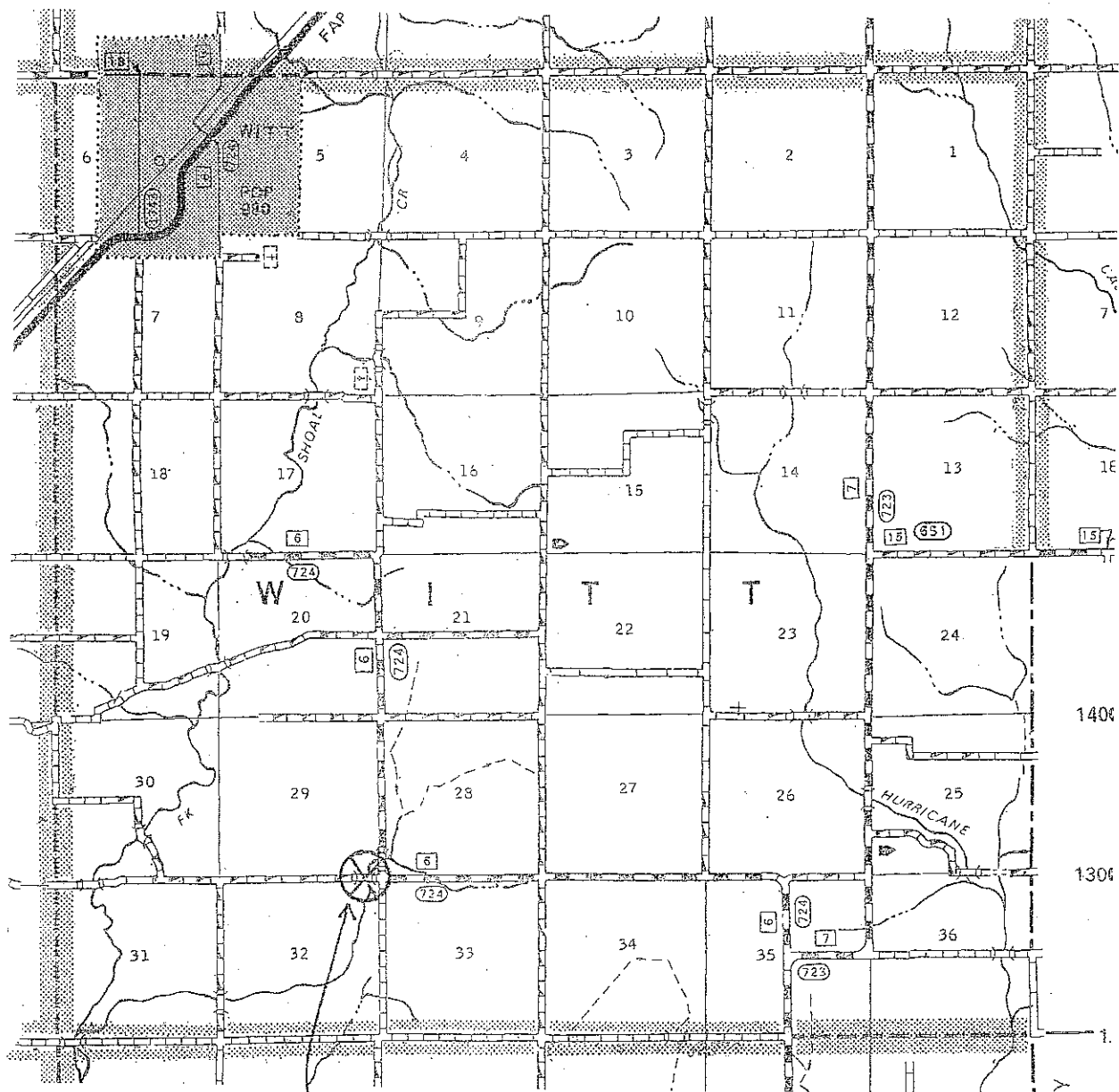
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1126 B-CA N 13 th Avenue	Witt Road District	50 %	24,000.00
	Montgomery County	50 %	24,000.00
TOTAL =		100 %	\$ 48,000.00

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

Approved and adopted by the Montgomery County Board this 9th day of June, 2015.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



1404

1304

1126 B-C, N. 13TH AVENUE

BOOK 14 PAGE 24A

**AMENDMENT TO ENTERPRISE ZONE
INTERGOVERNMENTAL AGREEMENT
(Montgomery County, Illinois)**

This amendment to the Montgomery County Enterprise Zone Ordinance and Intergovernmental Agreement, dated this 14th day of July 2015, by and among the County of Montgomery, Illinois, the Cities of Hillsboro, Litchfield, Coffeen, Nokomis, and Witt and the Villages of Schram City, Taylor Springs, Coalton, Irving and Raymond, Illinois.

SECTION I: Amendments:

- (a) To set an Enterprise Zone Fee Schedule pursuant to 20 ILCS 655/8.2c. The Zone Administrator shall charge no more than 0.5% of the cost of building materials of the project associated with the specific Enterprise Zone, with a maximum fee of no more than \$50,000. The project has to be certified by the Zone Administrator. Certification will be granted only after completion of the Enterprise Zone Application forms and payment of application fee as follows: Application fee will be one half percent (0.5%) of the cost of building materials for new construction and renovation and will be due at the time of certification of project by the Enterprise Zone Administrator and no fee shall exceed \$50,000;
- (b) Abatement of taxes on any parcel shall not exceed the amount reported on the EZ project information forms that is attributable to the construction of the improvements and the renovation or rehabilitation of the existing improvements on such parcel;
- (c) That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100% to the County Board Administration Office.

Section II,

- (d) The Enterprise Zone area satisfies any additional criteria established by the Illinois Department of Commerce and Economic Opportunity – DCEO, formally known as Department of Commerce and Economic Opportunity.
- (e) On the 1st day of July, 2015 a public hearing was conducted within the zone area on the question of whether to implement an Enterprise Zone Fee to businesses that apply for a sales tax exemption or property tax abatement. Public notice was given in at least one newspaper of general circulation within the zone area, not more than 20 days nor than 5 days before the hearing.

SECTION III: Term and Effect.

The term of the Enterprise zone shall commence with the date the Enterprise Zone was designated and certified by the Illinois Department of Commerce and Economic Opportunity (formerly known at the Department of Commerce and Community Affairs) pursuant to Section 5.3 of the Illinois Enterprise Zone Act, and said Zone shall be in effect until midnight on February 28th, of the 30th year (the year of 2020), unless decertified by the Illinois Department of Commerce and Economic Opportunity or repealed by ordinance of the Participating government entities. That this amendment to the Enterprise Zone Intergovernmental Agreement dated above shall become effective upon the last to sign of the parties, and shall be recorded in the real estate records of Montgomery County, Illinois. That except as amended by this Amendment to the Enterprise Zone Agreement, the previous Enterprise Zone Intergovernmental Agreement and amendments thereto shall remain in full force and effect.

COUNTY OF MONTGOMERY, ILLINIOS:

By Roy Hertel
Roy Hertel,
County Board Chairman

Attest:

Sandy Leitheiser
Sandy Leitheiser
County Clerk

Date: 7/14/15

CITY OF HILLSBORO, ILLINOIS

Attest:

BOOK 14 PAGE 245

By Brian Sullivan, Mayor

Cory Davidson, City Clerk

Date: _____

CITY OF LITCHFIELD, ILLINOIS

Attest:

By Steve Dougherty, Mayor

Carol Burke, City Clerk

Date: _____

VILLAGE OF SCHRAM CITY, ILLINOIS

Attest:

By Albert Oberle, Mayor

Janet Stewart, Village Clerk

Date: _____

VILLAGE OF TAYLOR SPRINGS, IL

Attest:

By Elwin Saathoff, Mayor

Cindy Laurent, Village Clerk

Date: _____

CITY OF COFFEEN, ILLINOIS

Attest:

By Sheila White, Mayor

Carolyn Cooper, City Clerk

Date: _____

VILLAGE OF IRVING, ILLINOIS

Attest:

By Bill Jurgena, Mayor

Marilyn Taylor, Village Clerk

Date: _____

CITY OF NOKOMIS, ILLINOIS

Attest:

By Terry Hill, Mayor

Angela Keggy, City Clerk

Date: _____

VILLAGE OF RAYMOND, ILLINOIS

Attest:

By Denny Held, Mayor

Yvonne Martin, Village Clerk

Date: _____

CITY OF WITT, ILLINOIS

Attest:

By Lenny Homa, Mayor

Angela Lynch, City Clerk

Date: _____

VILLAGE OF COALTON, ILLINOIS

Attest:

By Rick Cearlock, Mayor

Kay Cook, Village Clerk

Date: _____

Ordinance No. 07-2015

An Ordinance Amending the Montgomery County Enterprise Zone and Intergovernmental Agreement, dated this 14th day of July 2015, by and among the County of Montgomery, Illinois, the Cities of Hillsboro, Litchfield, Coffeen, Nokomis, and Witt and the Villages of Schram City, Taylor Springs, Coalton, Irving and Raymond, Illinois.

WHEREAS, the County Board of Montgomery County, Illinois, on September 8, 1992, adopted an Ordinance Establishing the Montgomery County Enterprise Zone within the Cities of Hillsboro and Litchfield, and the Villages of Schram City and Taylor Springs (as supplemented and amended the "County EZ Ordinance") which among other things provides for certain enterprise zone (EZ) incentives, including real estate tax abatements; and

WHEREAS, in connection with the County Enterprise Zone, the County of Montgomery, the Cities of Hillsboro, Litchfield and Coffeen, and the Villages of Schram City and Taylor Springs have each adopted the County Enterprise Zone Ordinance and have entered into an Enterprise Zone Intergovernmental Agreement dated March 1st, 1990, and supplemented and amended June 1st, 1991, September 17th 1992, June 15th, 1993, March 27th, 1996, March 24, 2003, June 27th, 2005 and May 1st, 2006 and April 21st, 2009 and;

WHEREAS, the Montgomery County Enterprise Zone received a certification from DCEO on January 9th, 2009 to extend the termination date of the County Enterprise Zone to February 28th, 2020.

WHEREAS, the Montgomery County Enterprise Zone received a certification from DCEO on May 25, 2011 to add the units of government to include the cities of Nokomis and Witt and the Villages of Coalton, Irving and Raymond.

NOW, THEREFORE, BE IT ORDAINED by the COUNTY BOARD, of the COUNTY OF MONTGOMERY, MONTGOMERY COUNTY, ILLINOIS amend the following sections:

SECTION I: Amendments:

- (a) To set an Enterprise Zone Fee Schedule pursuant to 20 ILCS 655/8.2c. The Zone Administrator shall charge no more than 0.5% of the cost of building materials of the project associated with the specific Enterprise Zone, with a maximum fee of no more than \$50,000. The project has to be certified by the Zone Administrator. Certification will be granted only after completion of the Enterprise Zone Application forms and payment of application fee as follows: Application fee will be one half percent (0.5%) of the cost of building materials for new construction and renovation and will be due at the time of certification of project by the Enterprise Zone Administrator and no fee shall exceed \$50,000;
- (b) Abatement of taxes on any parcel shall not exceed the amount reported on the EZ project information forms that is attributable to the construction of the improvements and the renovation or rehabilitation of the existing improvements on such parcel;
- (c) That the certification fee collected by the Zone Administrator shall be disbursed as follows: 100% to the County Board Administration Office.

SECTION II: That the County of Montgomery, through its Chairman, County Clerk and appropriate representatives, are hereby authorized to take all further actions and execute all such other documents, including an amendment to the Enterprise Zone Intergovernmental Agreement in substantially the form presented at the meeting at which this ordinance is adopted, desirable or necessary to effect the execution, delivery and performance of this ordinance.

SECTION III: That all ordinances, resolutions, or parts thereof in conflict herewith be and the same are hereby rendered inapplicable and ineffective to the extent of such conflict, and this ordinance shall be in full force and effect forthwith upon its adoption.

SECTION IV: That except as amended by this ordinance, the previous Enterprise Zone Ordinance hereby passed shall remain in full force and effect.

SECTION V: That this ordinance shall become effective upon adoption in accordance with applicable law.

PASSED AND ADOPTED This 14th day of July, 2015.

Ayes: 20
Nays: 0
Present: 20
Absent: 1

APPROVED This 14th day of July, 2015.

Roy Hertel
Board Chairman: Roy Hertel

ATTEST:
Sandy Leitheiser
County Clerk: Sandy Leitheiser

STATE OF ILLINOIS)
) SS
COUNTY OF MONTGOMERY)

I, SANDY LEITHEISER, do hereby certify that I am the County Clerk of the County of Montgomery, Illinois, and I do further certify that I am the keeper of the records, file ordinances, resolutions and records thereof of the County of Montgomery, Illinois, by virtue of my official position as aforesaid, and that the above and foregoing Ordinance No. 07-2015, entitled "AN ORDINANCE SUPPLEMENTING AND AMENDING THE ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE COUNTY OF MONTGOMERY, ILLINOIS THE CITIES OF HILLSBORO, LITCHFIELD, COFFEEN, NOKOMIS AND WITT, and the VILLAGES OF SCHRAM CITY, TAYLOR SPRINGS, COALTON, IRVING AND RAYMOND ILLINOIS WHICH IS THE MONTGOMERY COUNTY ENTERPRISE ZONE", adopted at a regular meeting of the County Board of Montgomery County, Illinois on this 14th day of July 2015, is a true and correct and perfect copy of said Ordinance as it appears from the original of said Ordinance and the record thereof now on file.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County of Montgomery, Illinois, this 14th day of July 2015.

MONTGOMERY COUNTY
BY: Sandy Leithaiser
SANDY LEITHEISER, County Clerk

(SEAL)

07-15-003

RESOLUTION

0615910



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-455-007

As described in certificate(s) : 2011-00040 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Raymond, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 14th day of July 2015

ATTEST:

Sandy Lethbringer
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-455-008

As described in certificates(s) : 2011-00041 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Raymond, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll-call vote this 14th day of July, 2015

ATTEST:

Sandy Lathuser
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-07-476-010

As described in certificates(s) : 2011-00043 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Raymond, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 14th day of July, 2015

ATTEST: Sandy Leitheisen
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

Pending Sheriff signature

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

THIS AGREEMENT, is made and entered into this 14th day of July in the year of 2015, by and between the County of Montgomery, Illinois and City of Nokomis, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Nokomis from 1 July 2015 to 30 November 2015, Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Nokomis Police Department from Montgomery County Sheriff's Office 24 hours per day, 7 days per week, unless otherwise agreed to, in writing by the parties.
3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Nokomis, if any.
4. The City of Nokomis will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Nokomis residents to contact police services.
5. The City of Nokomis will pay the County of Montgomery for said radio and telephone services for fee of \$21,000. Said fee will be paid in five monthly installments of \$1,750.00.
6. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Nokomis City Police unit and the Montgomery County Sheriff's Office.
7. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Nokomis Police Department, to the Nokomis Police Department for each communications transaction.
8. The Chief of Police of the City of Nokomis and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
9. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Nokomis, and the request of the City of Nokomis, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
10. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Nokomis Police Department shall be made available to the Nokomis Police Department on a weekly basis.

- 11. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
- 12. The term of this agreement will continue for a period of five (5) months, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
- 13. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

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

ATTEST: *Andy Letterson*
County Clerk & Recorder

COUNTY OF MONTGOMERY

BY: *[Signature]*
Montgomery County Board Chairman

ATTEST: *Angela Keagy*
Nokomis City Clerk

CITY OF NOKOMIS:

BY: *[Signature]*
City of Nokomis Mayor

Approved: *[Signature]*
Nokomis Police Chief

Approved: _____
Montgomery County Sheriff

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-10

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

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

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

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

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

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

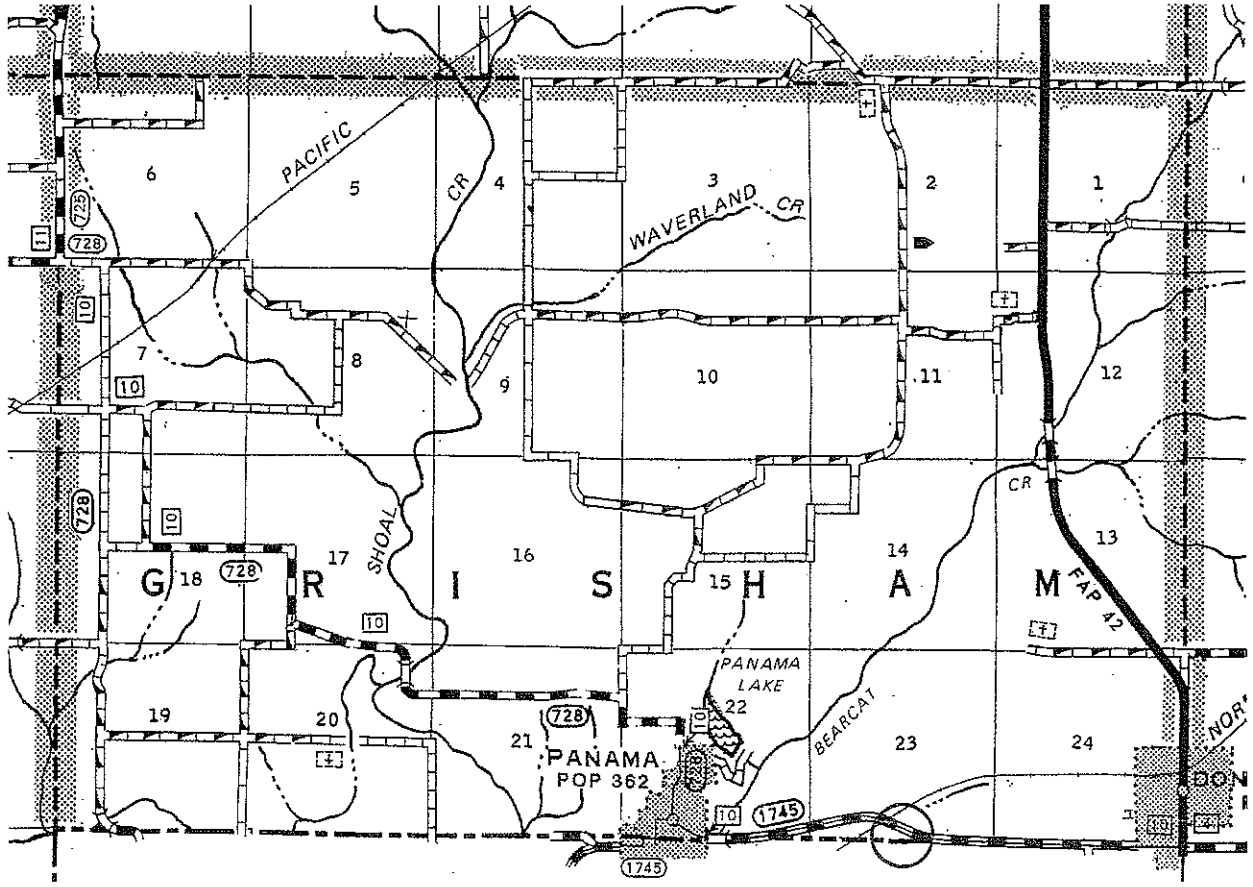
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1127 B-CA Donnellson Avenue C.H. #10	Montgomery County	100 %	\$7,000.00
		%	
TOTAL =		100 %	\$ 7,000.00

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

Approved and adopted by the Montgomery County Board this 11th day of August, 2015.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



Municipality	LOCAL AGENCY  Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name McDonough-Whitlow, P.C.
Township Hillsboro			Address P.O. Box A, 9025 IL Rte. 127
County Montgomery			City Taylor Springs
Section 15-08114-00-RR			State Illinois

THIS AGREEMENT is made and entered into this 11th day of Aug, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. 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.

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

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

Section Description

Name Red Bridge Road Route TR 180 Length 0.3 miles Structure No. n/a

Termini Approximately 0.1 miles south of to 0.2 miles north of crossing of Union Pacific Railroad mile post 236.76-STL.

Description
Improve the highway approach grades to meet the minimum requirements of 92 ILL Admin. Code 1535.

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 herein before 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.

- 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 Regional 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 construction supervisor, 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.

NOTE: *When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.*

- 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 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 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 PROJECT 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 1a, 1g, 4i, 2, 3, 5 and 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 Lump Sum	\$16,400.00	(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 rates stipulated below for personnel assigned to this PROJECT 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****Grade Classification
of Employee****Hourly Rate**

Principal/Structural Engineer
QC/QA Manager
Engineer VI
Engineer V
Engineer IV
Engineer III
Engineer II
Engineer I/Land Surveyor I
Land Surveyor

\$150.12
\$150.12
\$136.88
\$128.05
\$107.74
\$104.50
\$88.31
\$66.23
\$126.57

Survey/Field Technician II
Survey/Field Technician I
Technician IV
Technician III
Technician II
Technician I
Office Administrator
Clerical I

\$66.23
\$51.51
\$77.27
\$69.91 - \$72.12
\$58.87
\$50.04
\$77.27
\$44.89 - \$52.98

(\$9,100.00 estimated maximum)

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, 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:
- 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.
 - 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.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - 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 194.36 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 194.36 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.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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 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 County of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By Sandy Seal
Montgomery County Clerk
(Seal)

Chairman
[Signature]
By [Signature]
Title: Montgomery County Board Chairman

Executed by the ENGINEER:

McDONOUGH - WHITLOW, P.C.
Toni M. McDonough

ATTEST:


By [Signature]
Title: PRESIDENT

Title:

Approved

Date
Department of Transportation

Regional Engineer

Municipality	LOCAL AGENCY	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name McDonough-Whitlow, P.C.
Township Hillsboro				Address P.O. Box A, 9025 IL Rte. 127
County Montgomery				City Taylor Springs
Section 15-08115-00-RR				State Illinois

THIS AGREEMENT is made and entered into this 11th day of Aug, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. 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.

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

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

Section Description

Name Miller Branch Trail Route TR 321 Length 0.2 miles Structure No. n/a

Termini Approximately 0.1 miles each way from crossing of Union Pacific Railroad milepost 236.23 - STL.

Description
Improve the highway approach grades to meet the minimum requirements of 92 ILL Admin. Code 1535.

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 herein before 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 Regional 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 construction supervisor, 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.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

- 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 PROJECT 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 1a, 1g, 4, 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 Lump Sum	\$11,400.00	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs 4b, 4c, 4d, 4e, 4f, 1h, 4j and 4k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT 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**

8007 14 PAGE 264
Hourly Rate

Principal/Structural Engineer	\$150.12
QC/QA Manager	\$150.12
Engineer VI	\$136.88
Engineer V	\$128.05
Engineer IV	\$107.74
Engineer III	\$104.50
Engineer II	\$88.31
Engineer I/Land Surveyor I	\$66.23
Land Surveyor	\$126.57

**Grade Classification
of Employee**

Hourly Rate

Survey/Field Technician II	\$66.23
Survey/Field Technician I	\$51.51
Technician IV	\$77.27
Technician III	\$69.91 - \$72.12
Technician II	\$58.87
Technician I	\$50.04
Office Administrator	\$77.27
Clerical I	\$44.89 - \$52.98

(For Item 1h. \$9,100.00 estimated maximum)

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 12/31/2015, 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 require 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 194.36 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 194.36 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.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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

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 County
(Municipality/Township/County)

of the

State of Illinois, acting by and through its

Chairman

ATTEST:

By Sandy Latherson

Montgomery County
(Seal)

Clerk

By [Signature]

Title: County Board Chairman

Executed by the ENGINEER:

M. DONOUGH-WHITELOW, P.C.

Toni M. McDONOUGH

ATTEST:

By [Signature]

Title: PRESIDENT

Title:

Approved

Date

Department of Transportation

Regional Engineer

Montgomery County
Mutual Aid Agreement

THIS AGREEMENT is entered into and among the various political subdivisions listed in attachment "A" whose officials have subscribed hereto on the 11th day of August, 20 15.

The parties hereto, pursuant to the "Illinois Emergency Management Agency Act" and charged with the responsibility of providing in as much as possible adequate protection for all property within their respective territories, desire to enter into an agreement, for the mutual assistance in the protection of respective territories from local emergencies or disasters, and do hereby agree on behalf of their respective bodies politic as follows:

1. Each party hereto will, upon request and whenever possible, furnish assistance with equipment, supplies, and personnel within the territorial limits of the other district or jurisdiction who is party to this agreement.
2. It is understood by the parties hereto that the primary responsibility of each party is to protect its own territory and that each party hereto may maintain standby equipment within its own territory and, in the event of a call within its own territory, refuse to respond to a request for aid from the other parties.
3. The parties hereby agree that a request for aid shall be coordinated through the Montgomery County Emergency Management Agency. The request for aid will include the location in which to respond, mission assignment, the person whom to report and communication instructions for the responding units.
4. Equipment and personnel at the site of an emergency/disaster shall be under the sole control and direction of the officer in command of the responding party furnishing such equipment and personnel, and such officer shall have the absolute right to remove such equipment and personnel at such time as he/she shall decides to do so. However, the chain of command of the requesting party shall be in overall command of all parties' personnel and equipment responding to such emergency/disaster, and shall direct the activities of all parties and equipment for the incident.
5. Each party hereto waives any and all claims against the other parties for loss, damage, personal injury, or death that may arise in consequences of the performance of the terms of this agreement, and no party or person shall under any circumstance, be held liable for any loss or damage by reason of any failure to effectively perform at any emergency/disaster in the territory of another party.

- 6. The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the responding units prohibit response. It is the responsibility of the responding units to immediately notify the requesting party of the inability to respond; however, failure to immediately notify the requesting party of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agent and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.
- 7. It is hereby understood that the responding party will be treated as contract labor / equipment and will be reimbursed (e.g. regular and overtime labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at the adopted usual and customary rates.
- 8. This Agreement shall become effective when parties have executed the agreement by signatures, and shall remain in full force and effect thereafter for the period of three years. Parties hereto may withdraw from this agreement by giving written notice to the Montgomery County Emergency Management Agency of its withdrawal upon a date not less than thirty (30) days prior to the date of withdrawal. The original signature document will be maintained by the Montgomery County Emergency Management Agency.

Date 8/11/15

Signed: Sandy Leitheiser
County Clerk, Sandy Leitheiser

Signed: Roy Hertel
Roy Hertel
County Board Chairman

Date 8/11/15

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-406-001

As described in certificate(s) : 2011-00282 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Witt, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 15

ATTEST:

Sandy Lethers
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-329-005

As described in certificate(s) : 2011-00276 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Witt, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 2015

ATTEST: Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-05-105-002

As described in certificates(s) : 2011-00247 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Witt, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 15

ATTEST:

Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-32-435-003

As described in certificate(s) : 2011-00155 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Litchfield, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 15

ATTEST:

Sandy Litchner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-401-003

As described in certificates(s) : 2011-00190 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Litchfield, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by ~~roll call~~ vote this 11th day of August, 2015

ATTEST:

Sandy Litzkeiser
CLERK

R. J. Smith
COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-04-251-013

As described in certificate(s) : 2011-00310 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Litchfield, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 2015

ATTEST:

Andy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-04-429-009

As described in certificates(s) : 2011-00334 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Litchfield, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 2015

ATTEST:

Sandy Lathisew
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-05-278-012

As described in certificates(s) : 2011-00351 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Litchfield, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 2015

ATTEST:

Sandy Litchfield
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

PITMAN TOWNSHIP

PERMANENT PARCEL NUMBER: 03-28-201-001

As described in certificate(s) : 2009-00008 sold November 2010

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Steven R Webb, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 11th day of August, 2015

ATTEST:

Sandy Lithuier
CLERK

D. J. Intel
COUNTY BOARD CHAIRMAN

BOOK 14 PAGE 277
**PRE-PAID VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD
DATE (REV. August 2015)**

ALL UTILITIES

AMEREN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CONSOLIDATED COMMUNICATIONS
DIRECT ENERGY
FRONTIER
HOMEFIELD ENERGY
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
STEWART SANITATION – (Renamed DC WASTE & RECYCLING)
VERIZON WIRELESS

CONTRACTUAL AND LEASE SERVICES

CORRECTIONAL HEALTHCARE CO., INC.
FUSION FITNESS & AQUATICS
OTIS ELEVATOR
PATTON AND COMPANY, C.P.A.
RICOH USA, INC.
SNAP FITNESS
~~ZOBRIO (deleted August 2015)~~

COURT ORDERED EXPENSES

ALL JUDGE SIGNED VOUCHERS
ATTORNEY FEES
CONDEMNATION
ESCHEATS
INTERPRETERS & TRANSCRIPTS
PETIT JURY – MILEAGE & PER DIEM

POSTAGE

IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UNITED OFFICE SYSTEMS
UPS
U.S. POST OFFICE

OTHER

BLOOME WATER
BOND COUNTY HEALTH DEPARTMENT
CEFS – TRANSPORTATION SERVICE TO MONTGOMERY COUNTY
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
CRIMINAL BACKGROUND CHECK FEES
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
INHERITANCE TAX
J.T.C. PETROLEUM
LITCHFIELD BITUMINOUS CORPORATION
LOUIS MARSCH
MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY LIQUOR COMMISSIONER
MONTGOMERY COUNTY RECORDER – MO. CO. WATER CO. RECORDING FEES
MONTGOMERY COUNTY TREASURER- COUNTY PROPERTY TAXES
NEWMAN SIGNS

NOKOMIS QUARRY
PROBATION FUNDS (495, 496, 497, 498)
TRANSFER AMONG COUNTY FUNDS
U OF I EXTENSION OFFICE
VETERANS ASSISTANCE COMMISSION
WEST CENTRAL ILLINOIS CRIMINAL JUSTICE COUNCIL – ASSIST PROGRAM

PAYROLL/SALARY/INSURANCE

BLUE CROSS BLUE SHIELD HEALTH INSURANCE
CENTRAL LABORER’S PENSION, WELFARE & ANNUITY FUNDS
DEARBORN LIFE INSURANCE
DEDUCTION CHECKS
GUARDIAN DENTAL/VISION INSURANCE
ILLINOIS PUBLIC RISK FUND
IDES (UNEMPLOYMENT TAX)
IL 501 (STATE PAYROLL TAX)
IMRF (RETIREMENT)
IRS-941 (FEDERAL PAYROLL TAX)
REIMBURSE SALARIES
SOCIAL SECURITY
TOTAL ADMINISTRATIVE SERVICES CORPORATION (TASC) Flex Plan

DISCLAIMER

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

DATED August 11th, 2015

RON JENKINS
MONTGOMERY COUNTY TREASURER

SANDY LEITHEISER
MONTGOMERY COUNTY CLERK & RECORDER

AIMEE SHELTON
ASSISTANT COUNTY TREASURER

TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD

RESOLUTION NO. 08-2015

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD
ABOLISHING THE OFFICE OF JURY COMMISSIONER**

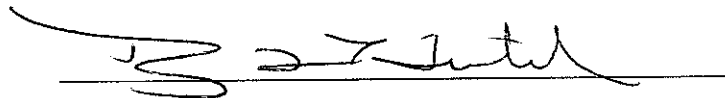
WHEREAS, Montgomery County presently has 3 Jury Commissioners as appointed by the Circuit Judges of the Fourth Judicial Circuit, pursuant to the Jury Commission Act, 705 ILCS 310/0.01; and,

WHEREAS, the Montgomery County Circuit Clerk has contracted with Judicial Systems, Inc., of Tyler, Texas, for providing computer software and related technical services necessary to the implementation of a computerized jury selection system; and,

WHEREAS, the Montgomery County Board, after a considered review of the procedures in effect within the County to ensure the list of potential jurors are a representative cross section of the community, has determined that no necessity or reason exists for the continued use of the office of jury commissioner;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board, as follows: The Office of Jury Commissioner as enumerated in the Jury Commission Act, 705 ILCS 310/0.01, *et. seq.* shall be abolished effective August 11th, 2015. The Montgomery County Board acknowledges the devoted service of current and past jury commissioners, and appreciates the willingness of the citizens of Montgomery County to serve in that capacity.

This Resolution is executed this 11th day of August, 2015.



Roy Hertel, Chairman of the County Board

Attest:

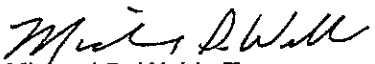


Sandy Leithiser, County Clerk and Recorder

Ms. Holmes and Montgomery County Finance Committee:

Below is the proposed Fiscal Year 2016 Budget for the Farmersville-Waggoner Area Ambulance Service:

Depreciation Fund	\$19,200.00
Insurance	\$9,000.00
Utilites	\$4,000.00
Billing Fees	\$2,900.00
Salaries	\$44,000.00
Medical Supplies	\$9,000.00
Vehicle Maint.	\$6,500.00
EMT Training	\$1,500.00
Misc.	\$4,000.00
Contingency	\$4,000.00
Total Expenses	\$104,100.00
Estimated Income	\$32,100.00
Budgeted Monies Requested	\$72,000.00

Respectfully Submitted:

 Michael D. Webb, Treasurer
 Farmersville-Waggoner
 Area Ambulance Service

COPY

NOKOMIS-WITT AREA AMBULANCE SERVICE

**Jim Miller President
 Joletta Hill, Supervisor
 2016 BUDGET**

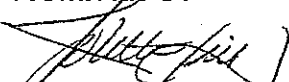
INCOME:

ANTICIPATED COLLECTIONS	\$211,000.00
TAX LEVY .40@53 MILLION	\$214,000.00
CARRIED OVER	\$0.00
TOTAL PROJECTED REVENUE	\$425,000.00

EXPENSES:

WAGES (FULL& PART TIME)	\$194,150.00
TAXES (STATE & FICA)	\$34,500.00
REAL ESTATE TAXES	\$1,000.00
COMMERCIAL INSURANCE	\$10,000.00
WORKMENS COMP	20,800.00
MEDICAL INSURANCE	\$8,000.00
RETIREMENT INSURANCE	\$5,200.00
AMBULANCE REPAIRS	\$5,000.00
VEHICLE PAYMENT	\$14,000.00
VEHICLE FUEL	\$10,000.00
AMBULANCE AND EQUIP INSPECTION	\$300.00
TELEPHONE (OFFICE, DEDICATED, CELL)	\$5,000.00
EDUCATION FOR FULLTIME	\$1,000.00
OFFICE UTILITIES	\$5,000.00
OFFICE SUPPLIES	\$1,100.00
CLEANING SUPPLIES	\$1,100.00
MEDICAL SUPPLIES	\$13,500.00
OFFICE COPIER LEASE	\$1,800.00
AMBULANCE EQUIPMENT	\$10,000.00
BANK CHARGES/ LOAN INTERST	\$4,425.00
POSTAGE	\$275.00
BILLING OFFICE	\$9,000.00
ACCOUNTING SERVICES	\$3,000.00
LINE OF CREDIT	\$50,000.00
TREASURER	\$4,500.00
TOTAL PROJECT EXPENSES	\$412,650.00
PROJECTED REMAINING INCOME	\$12,350.00

SUBMITTED BY


 JOLETTA HILL, SUPERVISOR

COPY

RAYMOND-HARVEL AREA AMBULANCE
2016 BUDGET
 12-01-2015 TO 11-30-2016


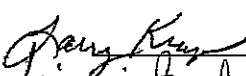
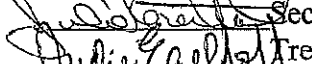
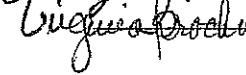

EXPENSES:

1.	Ambulance	
	Fuel	3500.
	Maintenance	3000.
2.	Telephone, paging	4000.
3.	Ambulance	
	Equipment exp.	10000.
	Supplies	7000.
4.	Building expenses	7200.
5.	Clerical	2000.
6.	Squad Expense	16000.
7.	Insurance	8000.
8.	Ambulance replacement savings	16000.
9.	Radio Maintenance/replacement savings	4000.
10.	Wages, Payroll Expense	20000.
	TOTAL	100700.

ANTICIPATED RECEIPT:

MCAS	42800.
Montgomery County Taxes	54000.
Christian County Taxes	3900.
TOTAL	100700.

This budget was approved by the Board of Directors of the
 Raymond-Harvel Area Ambulance, Inc. on April 8, 2015

	President		Director
	Secretary		Director
	Treasurer		

COPY

City of Litchfield, Illinois

120 East Ryder
www.cityoflitchfieldil.com

Steven Dougherty
Mayor
Phone (217) 324-5253
Fax (217) 324-5619

Carol Burke
City Clerk
Phone (217) 324-2022
Fax (217) 324-0402

June 5, 2015

Diana Holmes
Montgomery County EMA
120 N Main Street
Hillsboro IL 62049

Dear Ms. Holmes,

Enclosed is an original of the Litchfield Ambulance Operating Fund budget for the fiscal year May 1, 2015 – April 1, 2016. It also contains the City seal.

If you need anything further, please do not hesitate to contact me.

Sincerely,



Carol E. Burke
City Clerk

Enc.

COPY

BOOK 14 PAGE 281

**CITY OF LITCHFIELD, ILLINOIS
PROPOSED BUDGET
MAY 1, 2014 - APRIL 30, 2015**

	BUDGET Y/E 04/15	BUDGET Y/E 04/16	ESTIMATED RESULTS Y/E 04/14	BUDGET Y/E 04/14	ACTUAL Y/E 04/13
Special Revenue Fund					
Ambulance Fund (102):					
Revenues:					
Ambulance R/E Taxes	181,000	181,000	181,085	180,000	178,000
Interest Income	400	300	391	100	487
Miscellaneous Receipts	-	-	4,933	-	314
Patient Fees	415,000	440,000	391,736	350,000	366,459
Total Revenues	596,400	621,300	578,145	530,100	545,260
Operating Transfers:	175,000	170,000	200,000	210,000	130,000
Expenditures:					
Salaries	464,886	492,422	453,148	454,918	439,25
Overtime	45,000	45,000	61,737	46,500	49,472
Holiday Pay	18,421	18,789	16,113	16,113	15,180
Payroll Taxes	6,741	7,140	8,334	7,355	7,727
Hospital & Life Insurance	45,489	50,038	42,876	40,336	36,404
Medical Reimbursement	16,905	16,905	16,770	16,905	16,685
Physicals & Licenses	800	800	1,104	750	569
Administration Fee	23,000	23,500	22,464	25,500	22,370
Dues & Subscriptions	100	100	220	100	-
Vehicle Repair	10,000	10,000	12,015	7,500	4,543
Vehicle Fuel	28,000	28,000	28,582	26,000	24,263
Repairs & Maintenance - Equip.	6,000	6,000	5,750	5,750	10,424
Radio Expense	1,500	1,500	1,500	1,500	1,267
Telephone	1,020	1,020	820	1,000	941
Supplies & Materials	4,500	4,500	4,000	4,000	3,829
Medical Supplies	12,500	12,500	12,500	12,500	9,291
Bond & Insurance	60,750	63,000	55,237	38,000	37,993
Uniforms	3,000	3,000	3,000	3,000	3,066
Training/School Expense	6,500	6,500	5,990	5,000	4,986
Computer Expense	2,000	2,000	1,816	3,000	1,393
Professional Services	9,000	10,000	9,023	9,000	8,826
Total Expenditures	766,112	802,714	762,998	724,727	698,48
Transfer to Equipment Replacement Fund	-	-	-	-	60,000
Capital Outlays:					
Computer	1,000	-	-	-	-
Equipment	10,000	15,000	15,000	15,000	4,212
Total Capital Outlays	11,000	15,000	15,000	15,000	4,212
Total Outflows	777,112	817,714	777,998	739,727	762,698
Surplus/(Deficit)	(5,712)	(26,414)	147	373	(87,438)
Beginning Fund Balance	55,959	50,247	55,812		
Ending Fund Balance	50,247	23,833	55,959		

COPY

HILLSBORO AREA AMBULANCE SERVICE INC.
2016 BUDGET
(12/1/15 THROUGH 11/30/16)

REVENUE:

1. Anticipated fees collected:	\$730,000.00
2. Interest:	\$ 4,000.00
3. Contract with County (taxes):	\$ 85,000.00 X
Total:	<u>\$819,000.00</u>

EXPENSES

Operational Expenses:

1. Salaries:	\$475,000.00
2. Payroll Taxes:	\$ 40,000.00
3. Ambulance Supplies:	\$ 24,100.00
4. Telephone:	\$ 6,940.00
5. Postage:	\$ 180.00
6. Repairs and Maintenance:	\$ 7,625.00
7. Vehicle:	\$ 50,000.00
8. Office Supplies:	\$ 4,000.00
9. Insurance:	\$ 54,575.00
10. Training:	\$ 9,600.00
11. Billing Service:	\$ 36,000.00
12. Professional Fees:	\$ 4,300.00
13. Depreciation:	\$120,000.00
14. Advertising:	\$ 400.00
15. Uniforms:	\$ 1,200.00
16. Meals:	\$ 3,335.00
17. Taxes and Licenses:	\$ 620.00
18. Dues and Subscriptions:	\$ 235.00
19. Retirement Plan:	\$ 900.00
20. Hospital Payments	\$ 6,000.00
21. Medical Expenses	\$ 500.00
22. Miscellaneous:	\$ 4,580.00
23. Property Taxes:	\$ 27,000.00
24. Utilities:	\$ 8,630.00
25. Office Equipment:	<u>\$ 10,000.00</u>
Total operational expense:	\$895,720.00


COPY

RECEIVED

This budget assumes that the Montgomery County Board will agree to a contract with Hillsboro Area Ambulance Service to provide service for the amount of \$85,000.00 to be paid by the County from taxes, which amount is the same amount approved last year.

This Budget includes substantial increases for salaries, payroll taxes and training based upon the possibility that the Service may increase the in house crew coverage from 16 hours per day to 24 hours per day. If that is done it will require an increase in employment of the equivalent of 3 full time employees with all related expenses. This change is speculative at this time, and if done in 2016 would probably be for only part of the year. Therefore, the Service will pay for it out of reserves and not a tax increase if we decide to proceed with the change. The budget as proposed shows a deficit of \$76,720.00.

This budget was approved by the Board of Directors of Hillsboro Area Ambulance Service on May 19, 2015.



Authorized Officer of
Hillsboro Area Ambulance Service

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-134-004

As described in certificates(s) : 2011-00116 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Coalton, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 8th day of September, 2015.

ATTEST:

Sandy Lusherson
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-341-002

As described in certificates(s) : 2011-00124 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Coalton, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

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ADOPTED by roll call vote this 8th day of September, 2015

ATTEST:
Sandy Leithuser
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

Municipality N	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name <u>BIDDY</u> McDonough-Whitlow, P.C.
Township Nokomis				Address 9025 Illinois Rte 127, PO Box A
County Montgomery				City Taylor Springs
Section 15-10120-00BR				State IL

THIS AGREEMENT is made and entered into this 13th day of Oct., 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above PROJECT. 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.

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

- Regional Engineer** Deputy Director Division of Highways, Regional Engineer, Department of Transportation
- Resident Construction Supervisor** Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
- Contractor** Company or Companies to which the construction contract was awarded

Section Description

Name Cottonwood Bridge Route Cottonwood Trail Length 0.4 miles Structure 068-3098
 Termini Approximately 1000' each direction from the Bridge

Description
 Replace structure and associated roadway alignment for Cottonwood Bridge including hydraulic report, topographic and hydraulic and ROW surveys. Existing structure is a steel beam bridge on closed abutments and will be replaced with a PPC Deck Beam bridge on pile bent abutments. Geotechnical investigation will be coordinated with a subconsultant with fee included.

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 herein before 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 Regional 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 construction supervisor, 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.

NOTE: When Federal funds are used for construction and the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor, the ENGINEER is required to be prequalified with the STATE in Construction Inspection. The onsite resident construction supervisor and project inspectors shall possess valid Documentation of Contract Quantities certification.

- 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 PROJECT 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 1a, 1b, 1c, 1e, 1f, 1g, 1h, 4i, 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 \$61,900 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT not to exceed, to be invoiced monthly on an hourly basis per the attached rate schedule.
- 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.

2. To pay for services stipulated in paragraphs 4b, 4c, 1d, 4e, 4f, 4h, 1i, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this PROJECT 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 (see attached rate schedule)	Hourly Rate
Principal Engineer	_____
Resident Construction Supervisor	_____
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 their hands and seals and shall remain in effect until 12/31/2015. In event the services of the ENGINEER extend beyond 01/01/2016, 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 0% 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 deductibles. 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 194 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.
7. To submit approved forms BC 775 and BC 776 with this AGREEMENT when federal funds are used for construction.

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.
- 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 County of the
(Municipality/Township/County)

State of Illinois, acting by and through its

ATTEST:
By Sandy Luthuiser
Montgomery County Clerk
(Seal)

County Board Chairman
By [Signature]
Title: Chairman

Executed by the ENGINEER:

Toni M. McDonough

McDonough-Whitlow, P.C.

9025 IL Route 127, PO Box A, Taylor Springs, IL 62089

ATTEST:
By Tiffany Knebel
Title: Notary Public



[Signature]
Title: President

Approved

Date

Department of Transportation


Regional Engineer

Classification	Billing Rate
Principal/Structural Engineer ⁽¹⁾	\$150.12
QC/QA Manager	\$150.12
Engineer VI ⁽²⁾	\$136.88
Engineer V ⁽²⁾	\$128.05
Engineer IV	\$107.74
Engineer III	\$104.50
Engineer III	\$104.50
Engineer II	\$88.31
Engineer I/Land Surveyor I	\$66.23
Land Surveyor ⁽²⁾	\$126.57
Survey/Field Technician II	\$66.23
Survey/Field Technician I	\$51.51
Technician IV	\$77.27
Technician III	\$69.91
Technician III	\$69.76
Technician III	\$72.12
Technician II	\$58.87
Technician I	\$50.04
Office Administrator	\$77.27
Clerical I	\$44.89
Clerical I	\$52.98
Expert Witness	\$300.25

Annual salary adjustments (raises) are given the first full pay period of the calendar year and some intermediate merit raises mid-year which are generally 2%-5% increases.

⁽¹⁾: Principal

⁽²⁾: Project Manager

Municipality Montgomery County Highway Dpt.	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name Hurst-Rosche, Inc.
Township N. Fillmore				Address 1400 E. Tremont St.
County Montgomerv				City Hillsboro
Section 15-05120-00-BR				State Illinois

THIS AGREEMENT is made and entered into this 13th day of Oct., 2015 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

No. N. 11th Ave. over Dry Fork
 Route TR 275 Length 0.04 Mi. 200 FT (Structure No. 068-3220(E))
 Termini _____
 Description: Bridge Replacement. This agreement includes Addendum #1, referencing "The LA Agrees, 1".

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 improvements herein before 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, Department of Natural Resources-Office 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.
 - 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 easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the 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 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, 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 percent 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.

- 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus n/a percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, 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 the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. 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.

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 1g 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 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 171 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
- 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 171 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. 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 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 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.

- 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 the 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 Highway Department of the
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board

ATTEST:

By Andy Leithiser

Montgomery County Clerk
(Seal)

By R. V. Boehler

Title County Board Chairman

Executed by the ENGINEER:

Hurst-Rosche Engineers, Inc.

1400 E. Tremont St.

Hillsboro, IL 62049

ATTEST:

By Scott Hunt

Title Director

By Rubén V. Boehler

Title Structural Engineer

Approved

Date
Department of Transportation

Regional Engineer

ADDENDUM #1

Replace paragraph 1. Of "The LA Agrees" in its entirety with:

1. To pay the ENGINEER as compensation for all services as stipulated in paragraphs 1,2,3,5 and 6 of the ENGINEER AGREES section in accordance with the following fee schedule, invoiced hourly not to exceed \$41,000.

Hurst-Rosche Engineers, Inc.
 Fee Schedule, effective January 1, 2015

CLASSIFICATION	HOURLY RATE*
Engineer IV	147.00
Engineer III	124.00
Engineer II	102.00
Engineer I	85.00
Architect IV	143.00
Architect III	105.00
Architect II	82.00
Architect I	69.00
Land Surveyor IV	123.00
Land Surveyor III	92.00
Land Surveyor II	78.00
Survey Tech I	46.00
Engineering Technician VI	110.00
Engineering Technician V	95.00
Engineering Technician IV	86.00
Engineering Technician III	71.00
Engineering Technician II	66.00
Engineering Technician I	53.00
CADD Technician IV	79.00
CADD Technician III	59.00
CADD Technician II	58.00
CADD Technician I	44.00
Clerical	49.00

Project-related travel is \$0.48 per mile. All other direct charges included a 15% handling fee.

* The hourly rate includes payroll burden, fringe benefits, overhead and profit. Fee Schedule revised every January

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-11

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

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

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

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

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

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

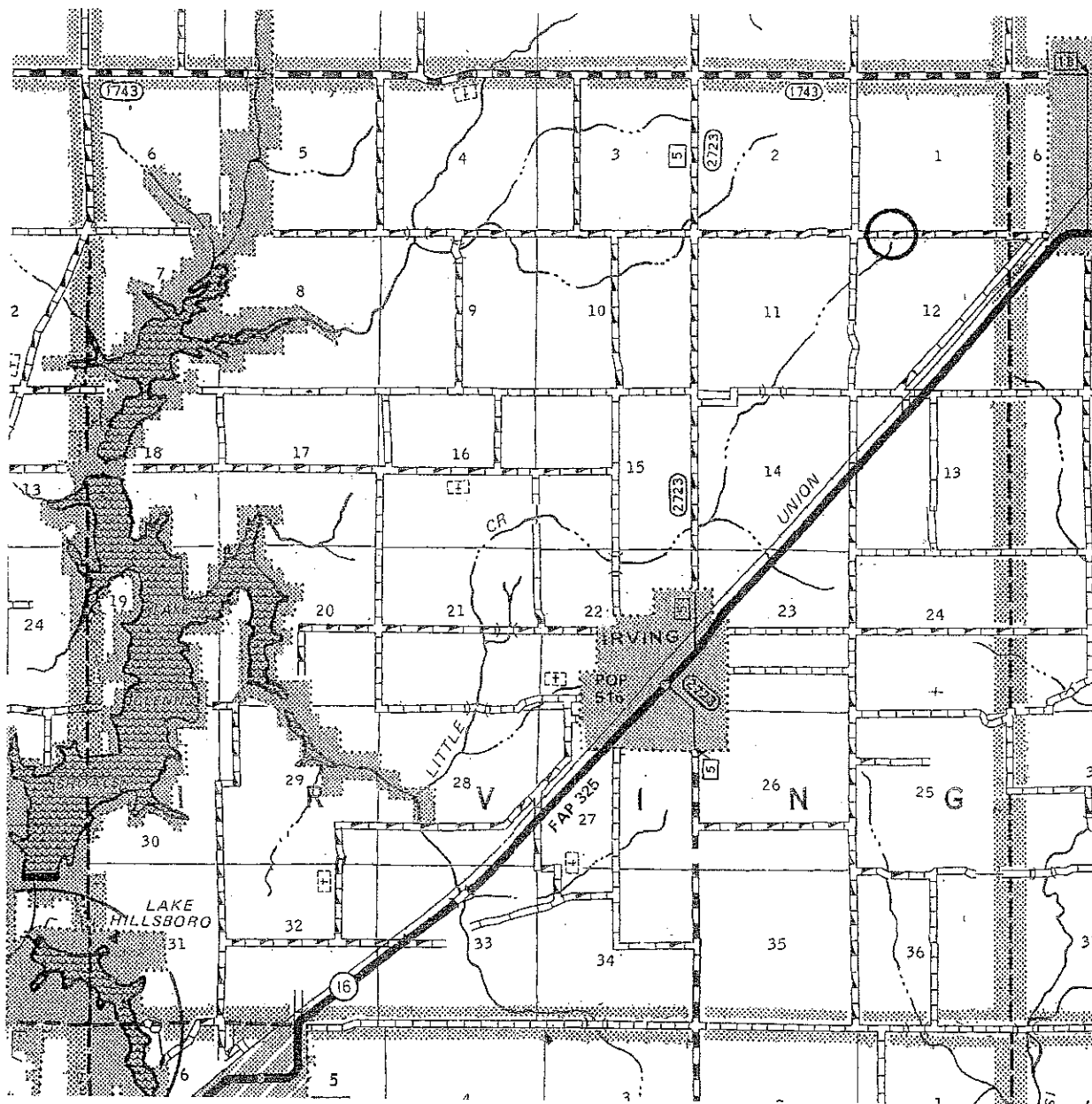
DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1128 B-CA N 17 th Avenue	Irving Road District	50 %	5,500.00
	Montgomery County	50 %	5,500.00
TOTAL =		100 %	\$ 11,000.00

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

Approved and adopted by the Montgomery County Board this 13th day of October, 2015.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2015-12

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1129 B-CA N 20 th Avenue	Nokomis Road District	50 %	7,500.00
	Montgomery County	50 %	7,500.00
TOTAL =		100 %	\$ 15,000.00

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

Approved and adopted by the Montgomery County Board this 13th day of October, 2015.


SANDY LETTNER, COUNTY CLERK

(SEAL)



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

THIS AGREEMENT, is made and entered into this 14 day of September in the year of 2015, by and between the County of Montgomery, Illinois and City of Nokomis, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Nokomis from 1 December 2015 to 30 November 2018, Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Nokomis Police Department from Montgomery County Sheriff's Office 24 hours per day, 7 days per week, unless otherwise agreed to, in writing by the parties.
3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Nokomis, if any.
4. The City of Nokomis will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Nokomis residents to contact police services.
5. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of \$21,420.00 for the period of 1 December 2015 thru 30 November 2016. Said fee will be paid in twelve monthly installments of \$1,785.00.
6. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of \$21,741.00 for the period of 1 December 2016 thru 30 November 2017. Said fee will be paid in twelve monthly installments of \$1811.75.
7. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of \$22,067.00 for the period of 1 December 2017 thru 30 November 2018. Said fee will be paid in twelve monthly installments of \$1,838.92
8. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Nokomis City Police unit and the Montgomery County Sheriff's Office.
9. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Nokomis Police Department, to the Nokomis Police Department for each communications transaction.
10. The Chief of Police of the City of Nokomis and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
11. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County;

- however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Nokomis, and the request of the City of Nokomis, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
12. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Nokomis Police Department shall be made available to the Nokomis Police Department on a weekly basis.
 13. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
 14. The term of this agreement will continue for a period of three (3) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
 15. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

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

ATTEST: *Sandy Lohrman*
County Clerk & Recorder

COUNTY OF MONTGOMERY
BY: *R. J. [Signature]*
Montgomery County Board Chairman

ATTEST: *Angela Keagy*
Nokomis City Clerk

CITY OF NOKOMIS:
BY: *Terry [Signature]*
City of Nokomis Mayor

Approved: *[Signature]* #609
Nokomis Police Chief

Approved: *[Signature]*
Montgomery County Sheriff

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

THIS AGREEMENT, is made and entered into this 6th day of October in the year of 2015, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from 1 December 2015 to 30 November 2018.

Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Litchfield Police Department from Montgomery County Sheriff's Office as per the following weekly hours of operation:

Sunday: 0001 to 2400
Monday: 0001 to 0800 and 1600 to 2400
Tuesday: 0001 to 0800 and 1600 to 2400
Wednesday: 0001 to 0800 and 1600 to 2400
Thursday: 0001 to 0800 and 1600 to 2400
Friday: 0001 to 0800 and 1600 to 2400
Saturday: 0001 to 2400

The Litchfield police Department shall have control of their operations for radio and telephone services per the following weekly hours of operation:

Monday 0800 to 1600
Tuesday: 0800 to 1600
Wednesday: 0800 to 1600
Thursday: 0800 to 1600
Friday: 0800 to 1600

The Litchfield Police Department has the option to schedule more or less radio and telephone services with the Montgomery County Sheriff's Office if and only if both parties agree.

3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield, if any.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield residents to contact police services.
5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$133,875.00 for the period 1 December 2015 to 30 November 2016. Said fee will be paid in twelve monthly installments of \$11,156.25. Any amount due over the \$133,875.00 annual fee shall be paid within 30 days of the final day of the contract year.

6. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$135,883.00 for the period 1 December 2016 to 30 November 2017. Said fee will be paid in twelve monthly installments of \$11,323.58. Any amount due over the \$135,883.00 annual fee shall be paid within 30 days of the final day of the contract year.
7. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$137,921.00 for the period 1 December 2017 to 30 November 2018. Said fee will be paid in twelve monthly installments of \$11,493.42. Any amount due over the \$137,921.00 annual fee shall be paid within 30 days of the final day of the contract year.
8. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.
9. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Litchfield City Police unit and the Montgomery County Sheriff's Office.
10. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Litchfield Police Department, to the Litchfield Police Department for each communications transaction.
11. The Chief of Police of the City of Litchfield and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
12. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Litchfield, and the request of the City of Litchfield, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
13. The County of Montgomery assumes full liability for damages to equipment owned and placed in service within the Montgomery County Sheriff's Office, due to negligence of willful acts which result in the destruction of any said equipment by employees of the County of Montgomery.
14. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Litchfield Police Department shall be delivered to the Litchfield Police Department no later than on a weekly basis.
15. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
16. The term of this agreement will continue for a period of three (3) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
17. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

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

ATTEST: Sandy Leitcher
County Clerk & Recorder

COUNTY OF MONTGOMERY
BY: [Signature]
Montgomery County Board Chairman

ATTEST: Carol E. Burke
Litchfield City Clerk

CITY OF LITCHFIELD
BY: [Signature]
City of Litchfield Mayor

Approved: [Signature]
Litchfield Police Chief

Approved: [Signature]
Montgomery County Sheriff

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-362-010

As described in certificate(s) : 2011-00181 sold October 2012 .

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Litchfield, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

Sandy Feithensen
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

10-15-002

RESOLUTION

081594



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

GRISHAM TOWNSHIP

PERMANENT PARCEL NUMBER: 20-24-478-001

As described in certificate(s) : 2011-00467 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Donnelson, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

Sandy Leithauer
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

10-15-002

10-15-003

RESOLUTION

0915925



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-330-002

As described in certificate(s) : 2011-00430 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Coffeen, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-330-003

As described in certificate(s) : 2011-00431 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Coffeen, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Montgomery, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-406-013

As described in certificate(s) : 2011-00437 sold October 2012

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Coffeen, has bid \$810.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$60.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$810.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 13th day of October, 2015

ATTEST:

Sandy Leithner
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

**AN INTERGOVERNMENTAL AGREEMENT
FOR DEMOLITION AND NUISANCE ABATEMENT**

This INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of July, 2015, between the VILLAGE OF OHLMAN, ILLINOIS and MONTGOMERY COUNTY, ILLINOIS and the MONTGOMERY COUNTY STATE'S ATTORNEY.

WHEREAS, the Village of Ohlman, located in Montgomery County, Illinois, has authority pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1) to demolish, repair, or enclose or cause the demolition repair or enclosure of dangerous and unsafe buildings or uncompleted and abandoned building within the municipality and may remove or cause the removal of garbage, debris and other hazardous, noxious, or unhealthy substances or materials from those buildings; and

WHEREAS, pursuant to the Illinois Municipal Code, the Village has authority to apply to the circuit court of the county for an order authorizing action to be taken with respect to a building if the owner or owners of the building including lien holders of record after at least fifteen (15) days written notice, by mail so to do have failed to put the building in a safe condition or demolish it; and

WHEREAS, the Illinois Municipal Code also authorizes municipalities to apply for an injunction to require compliance with local ordinances of a municipality if a building or structure fails to comply with health and safety standards of the municipality; and

WHEREAS, Illinois law and municipal ordinance also authorize the abatement of nuisance conditions on private property including conditions which are dangerous or detrimental to public health, the elimination of weeds, the removal and elimination of garbage, trash, or debris, the elimination or removal of inoperable vehicles, junk vehicles and abandoned vehicles and unlawfully parked vehicles; and

WHEREAS, The Village of Ohlman does not have the resources to prosecute an action under Illinois law and municipal ordinances for the elimination of nuisance conditions and the demolition repair of dangerous and unsafe buildings; and

WHEREAS, the County of Montgomery has indicated a willingness to assist the Village of Ohlman in prosecuting one or more actions in order to abate dangerous and unsafe buildings within the Village of Ohlman, nuisances within the Village of Ohlman and obtain compliance with state law and municipal ordinances regarding the condition of property within the Village of Ohlman; and

WHEREAS, the parties hereto have authority pursuant to Article VII Section 10 of the Illinois Constitution and the Illinois Governmental Cooperation Act (5 ILCS 220/1, *et seq.*)

to transfer any power, privilege, function, or authority or otherwise combine such power, privilege, function, or authority jointly in any manner not prohibited by law; and

WHEREAS, the Village and the County are not prohibited from transferring, combining, or exercising the authority to enforce Illinois law and Ohlman municipal ordinances as provided herein; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Montgomery County and the Village of Ohlman to enter into this Intergovernmental Agreement for the purposes stated herein.

NOW, THEREFORE, it is agreed between the Village of Ohlman, Montgomery County, Illinois, and Montgomery County, Illinois, a body corporate and politic and the Montgomery County State's Attorney as follows:

Section 1: The foregoing recitals are incorporated as substantive portions hereof as though fully set forth herein.

Section 2: This Intergovernmental Agreement refers to property located within the Village of Ohlman, Montgomery County, Illinois, commonly known as 103 Washington Street with a legal description as set forth on "Exhibit A" attached hereto and incorporated herein by reference and having a parcel identification number for tax assessment purposes by the County of Montgomery as Parcel No.: 09-05-231-015.

Section 3: The Village of Ohlman, Montgomery County, Illinois, has passed and approved Ordinance No.: 205 and said Ordinance is currently in effect in the Village of Ohlman. A copy of said Ordinance is attached hereto as "Exhibit B" and incorporated herein by reference.

Section 4: The Village of Ohlman has authority pursuant to the Illinois Municipal Code and other Illinois law to take action, including the filing of a complaint in circuit court seeking the demolition, repair, or remediation of dangerous and unsafe buildings and may also make application to the circuit court for an injunction requiring compliance by the owner of the property with applicable ordinances concerning the health and safety of the property within the Village.

Section 5: The Village of Ohlman does not have the resources or ability to bring enforcement actions as allowed by Illinois law and municipal ordinance to protect the health, safety and welfare of the citizens of Ohlman from dangerous, unsafe and nuisance conditions on the property described herein.

Section 6: The State's Attorney's Office for Montgomery County has indicated a willingness to assist the Village in the prosecution of enforcement actions against the owner and

other parties with an interest in the property described herein in order to obtain compliance with Illinois law and municipal ordinances regarding the condition of said property.

Section 7: The Village of Ohlman does hereby transfer to Montgomery County and the Montgomery County State's Attorney its authority, power and privilege to bring any and all enforcement actions against the owner of the property described herein and all parties with an interest in said property in order to remediate dangerous and unsafe conditions and nuisance conditions existing on said property as allowed under Illinois law and municipal ordinance.

Section 8: The County of Montgomery and the Montgomery County State's Attorney's Office agree to take enforcement action against the property owner and other interested parties in the property described herein for the demolition, repair, or remediation of dangerous and unsafe buildings or structures located on said property and the abatement of any and all nuisances on said property, whether said actions are brought pursuant to Illinois law or Village ordinance.

Section 9: The County of Montgomery and the State's Attorney's Office of Montgomery County may obtain on behalf of the Village of Ohlman and keep for its own purposes any fees or sums obtained from the property owner or other parties interested in said property and/or funds obtained from any judgment against said parties arising out of the enforcement actions authorized by this Agreement.

Section 10: By way of example and not limitation, the Village of Ohlman does hereby transfer or otherwise combine its authority with the County of Montgomery and the Montgomery County State's Attorney's Office to bring an action under the following statutory provisions: (a) 65 ILCS 5/11-31-1; (b) 65 ILCS 5/11-31-2; (c) 65 ILCS 5/11-20-7, (d) 65 ILCS 5/11-20-8; (e) 65 ILCS 5/11-20-12; (f) 65 ILCS 5/11-20-13; (g) 65 ILCS 5/11-20-15.1; and the Village Ohlman Ordinance No.: 205.

Section 11: In undertaking any enforcement action authorized pursuant to this Agreement, Montgomery County and the State's Attorney for Montgomery County shall comply with any and all applicable substantive and procedural requirements and hold the Village of Ohlman harmless and indemnify the Village from and against any claim arising out of the enforcement action taken by the County and the State's Attorney's Office for Montgomery County.

IN WITNESS WHEREOF, the Village of Ohlman, a municipal corporation, has caused this Agreement to be signed by the President of its Board of Trustees and attested by its Clerk, the County of Montgomery, a body corporate and politic has caused this Agreement to be executed by the Chairman of the County Board and attested by the County Clerk and the Montgomery County State's Attorney has executed this Agreement, all on the date and year written below.

VILLAGE OF OHLMAN,
a municipal corporation.

By: Jaqueline Baker
President, Board of Trustees
Date: 7/31/15

ATTEST:

Myra Mathias
Village Clerk
Date: 7-31-15

COUNTY OF MONTGOMERY, a body
corporate and politic.

By: [Signature]
Chair of the County Board
Date: 10/13/15

ATTEST:

[Signature]
County Clerk
Date: 10/13/15

By: [Signature]
Montgomery County
State's Attorney

Date: 10/13/15


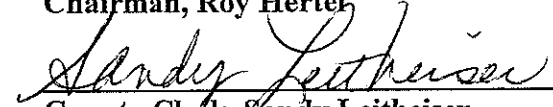
Montgomery County Board

Holiday Schedule for Year 2016

January 1, 2016	New Year's Day	Friday
January 18, 2016	Martin Luther King Jr. Day	Monday
February 15, 2016	President's Day	Monday
March 25, 2016	Good Friday	Friday
May 30, 2016	Memorial Day	Monday
July 4, 2016	Independence Day	Monday
September 5, 2016	Labor Day	Monday
October 10, 2016	Columbus Day	Monday
November 8, 2016	Election Day	Tuesday
November 11, 2016	Veteran's Day	Friday
November 24, 2016	Thanksgiving Day	Thursday
November 25, 2016	Day after Thanksgiving	Friday
December 26, 2016	Christmas Day	Monday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

10/13, 2015

	<u>10/13/15</u>
Chairman, Roy Hertel	Date
	<u>10/13/15</u>
County Clerk, Sandy Leitheiser	Date