

2000 JULY

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

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

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

WHEREAS, The Road District of NORTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$3,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NORTH LITCHFIELD	925 B-CA	See Attached Map	\$7,000.00

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

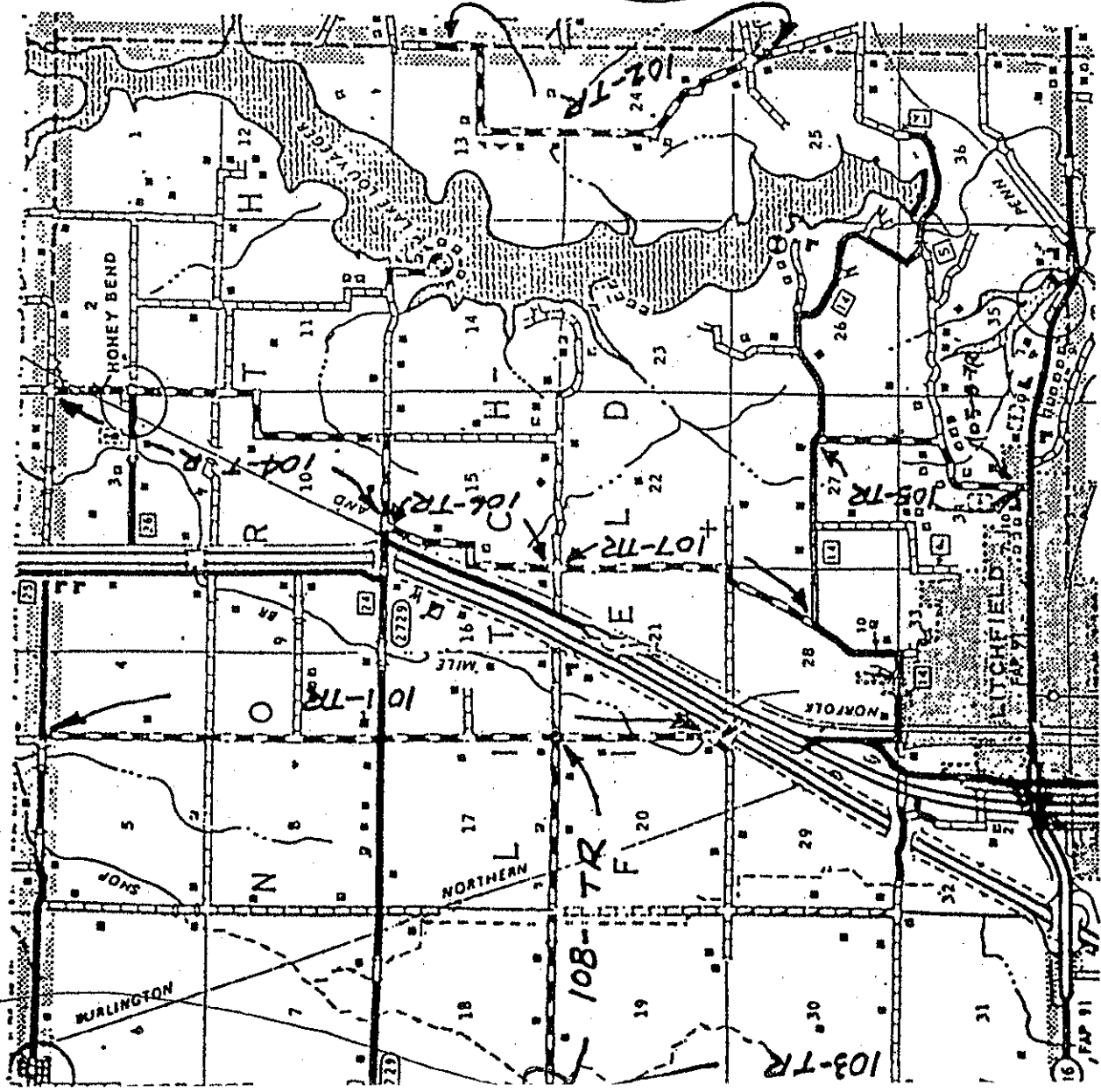
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of July, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of July, AD, 2000.

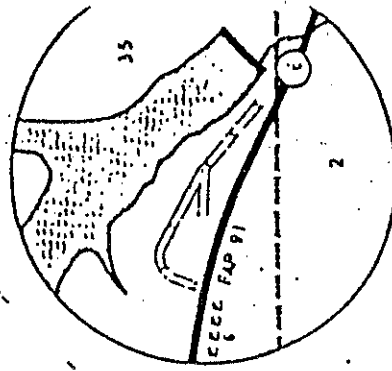
*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
North Litchfield 50%

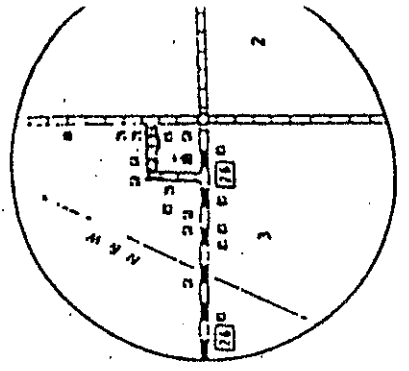
EXIST. 2-5'x40' PIPES  
 NEED 84" x 50'  
 925-BCA



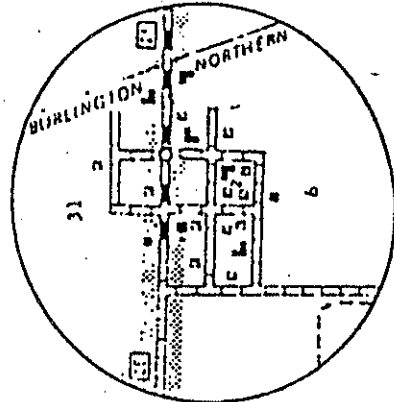
NORTH LITCHFIELD  
 Township  
 Montgomery County  
 R-5W, T-9N



T 8 & 9 N R 5 W



HONEY BEND



BARNETT  
 T 9 & 10 N R 5 W

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 55-00

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
5 (Irving-Coffeen Intersection With Route 185)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$1,700.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	911 B-CA	See Attached Map	\$1,700.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of July, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of July, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

BOOK

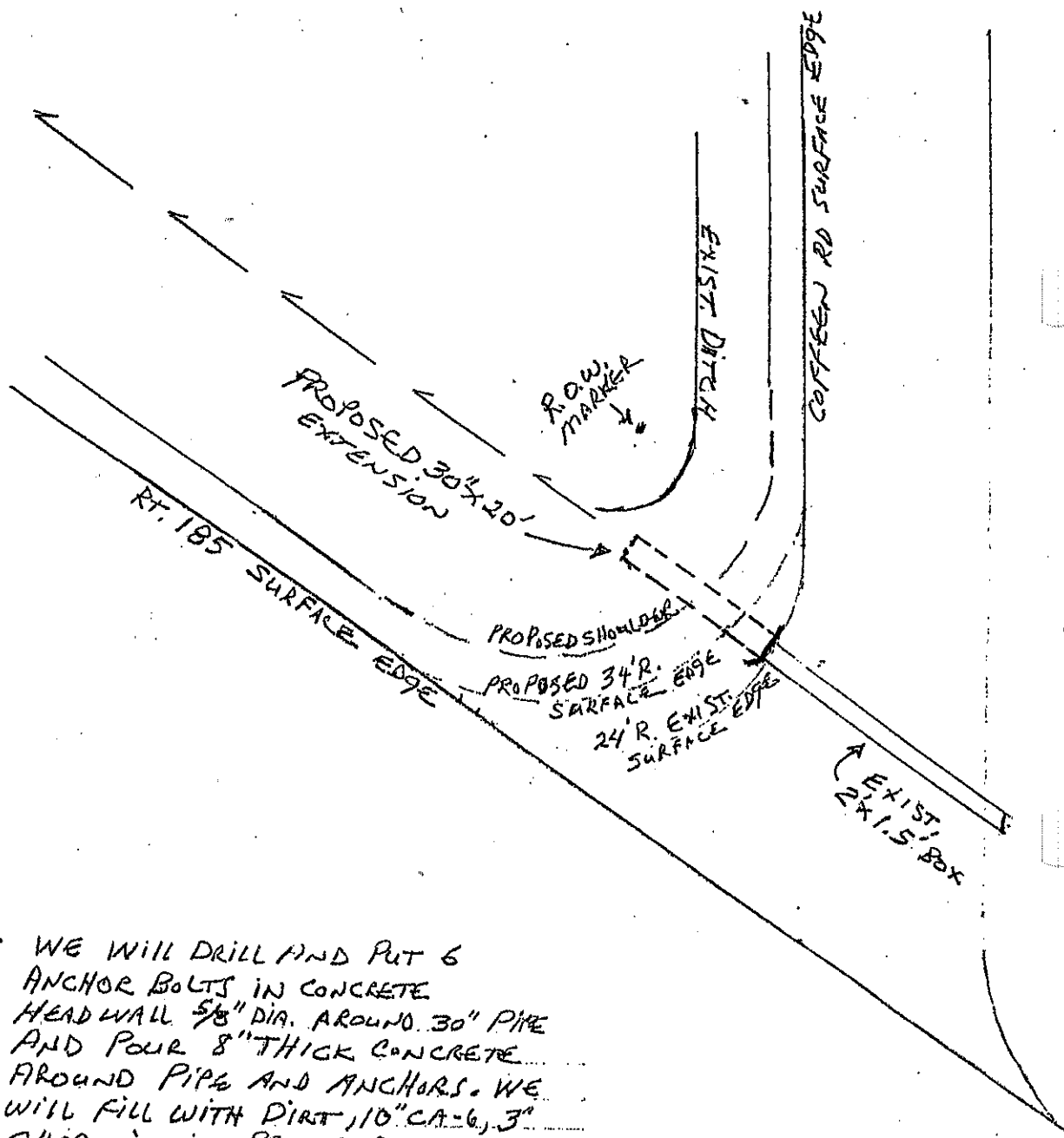
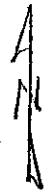
2 PAGE

4

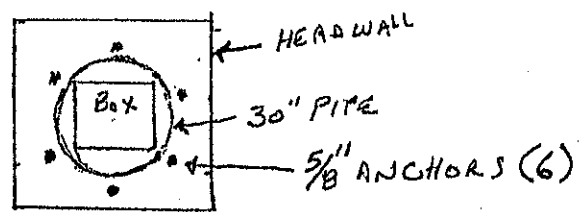
RT. 185 + COFFEEN RD. INTERSECTION  
EXTENSION TO TURN WEST

SCALE 1" = 20'

911-BCA



NOTE: WE WILL DRILL AND PUT 6 ANCHOR BOLTS IN CONCRETE HEADWALL 5/8" DIA. AROUND 30" PIPE AND POUR 8" THICK CONCRETE AROUND PIPE AND ANCHORS. WE WILL FILL WITH DIRT, 10" CA-6, 3" CHIPMIX IN PROPOSED SURFACE



NOT TO SCALE

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 54-00**

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

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$2,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

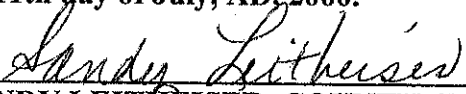
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	926 B-CA	See Attached Map	\$4,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 11th day of July, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 11th day of July, AD, 2000.

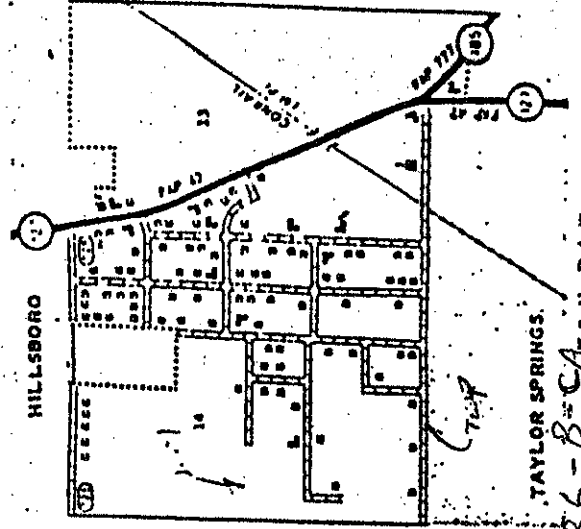
  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

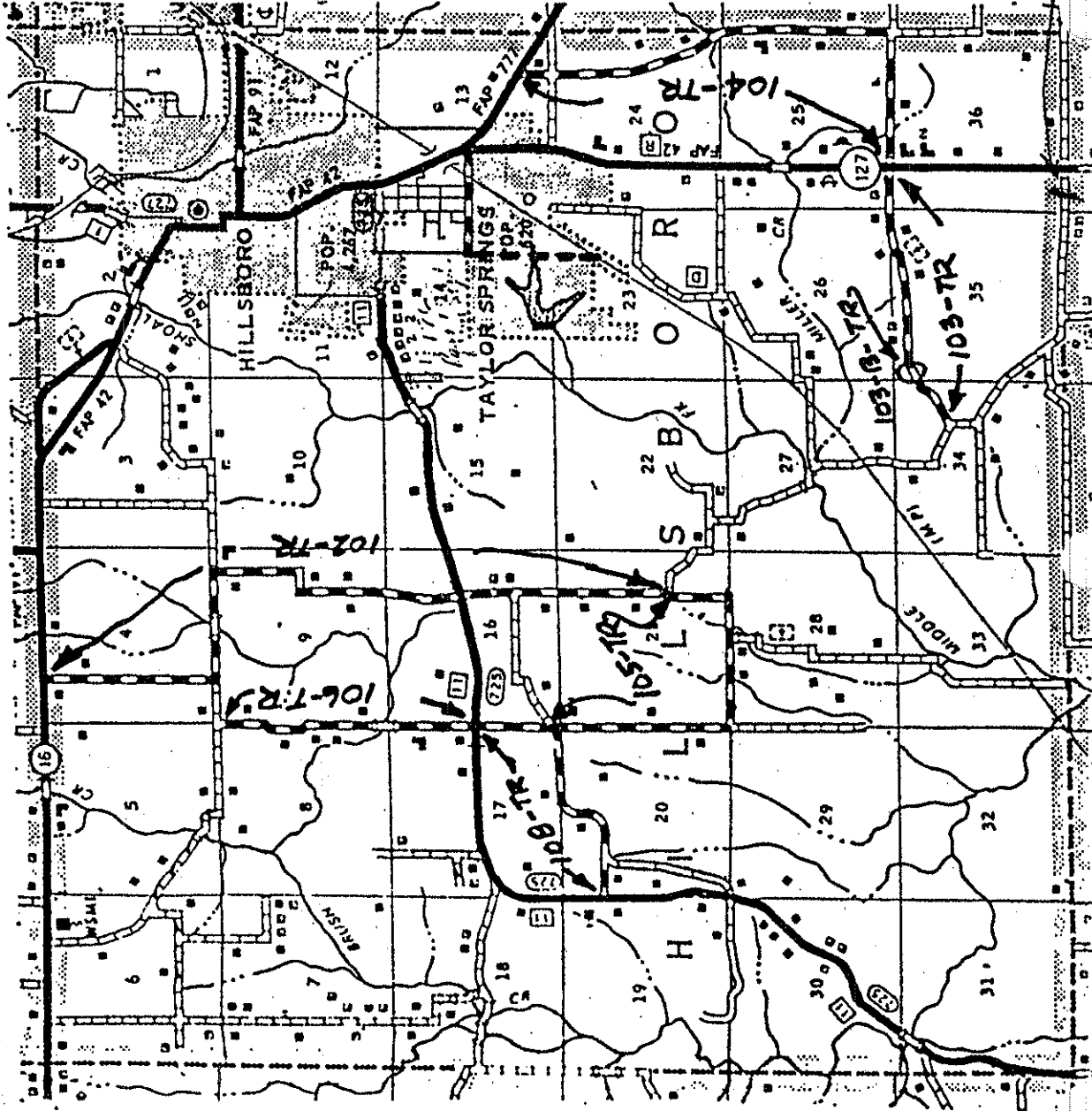
Montgomery County	50%
Hillsboro	50%



HILLSBORO  
Township  
Montgomery County  
R-4W, T-8N



TAYLOR SPRINGS.  
926-B-CAYTON R.W.  
54" ARCH X 40"



Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds  JUL 10	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Zanesville				Address
County				511 West Capitol
Montgomery				City
Section				Springfield
94-19118-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name County Project 738 B-CA Route T.R. 119 Length 0.189 Mi. (Structure No. 068-3379 (Existing) 068-3102 (Proposed)

Termini SW 1/4, Section 22, T10N, R5W, 3rd P.M., approximately 4.5 miles southwest of Raymond, Illinois

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

### Agreement Provisions

#### The Engineer Agrees,

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

Note: Four copies to be submitted to District Engineer.

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

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$10,000.00.
- b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

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



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

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

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

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#### It is Mutually Agreed,

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

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

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman,

ATTEST:

By Sandy Litchner  
Montgomery County Clerk  
(Seal)

By Joe Cordani  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By [Signature]  
Title: Secretary - Treasurer

By Fred J. Stone Jr.  
Title: President

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 56-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of EAST FORK of Montgomery County has agreed to pay an amount of \$6,750.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
EAST FORK	928 B-CA	See Attached Map	\$13,500.00

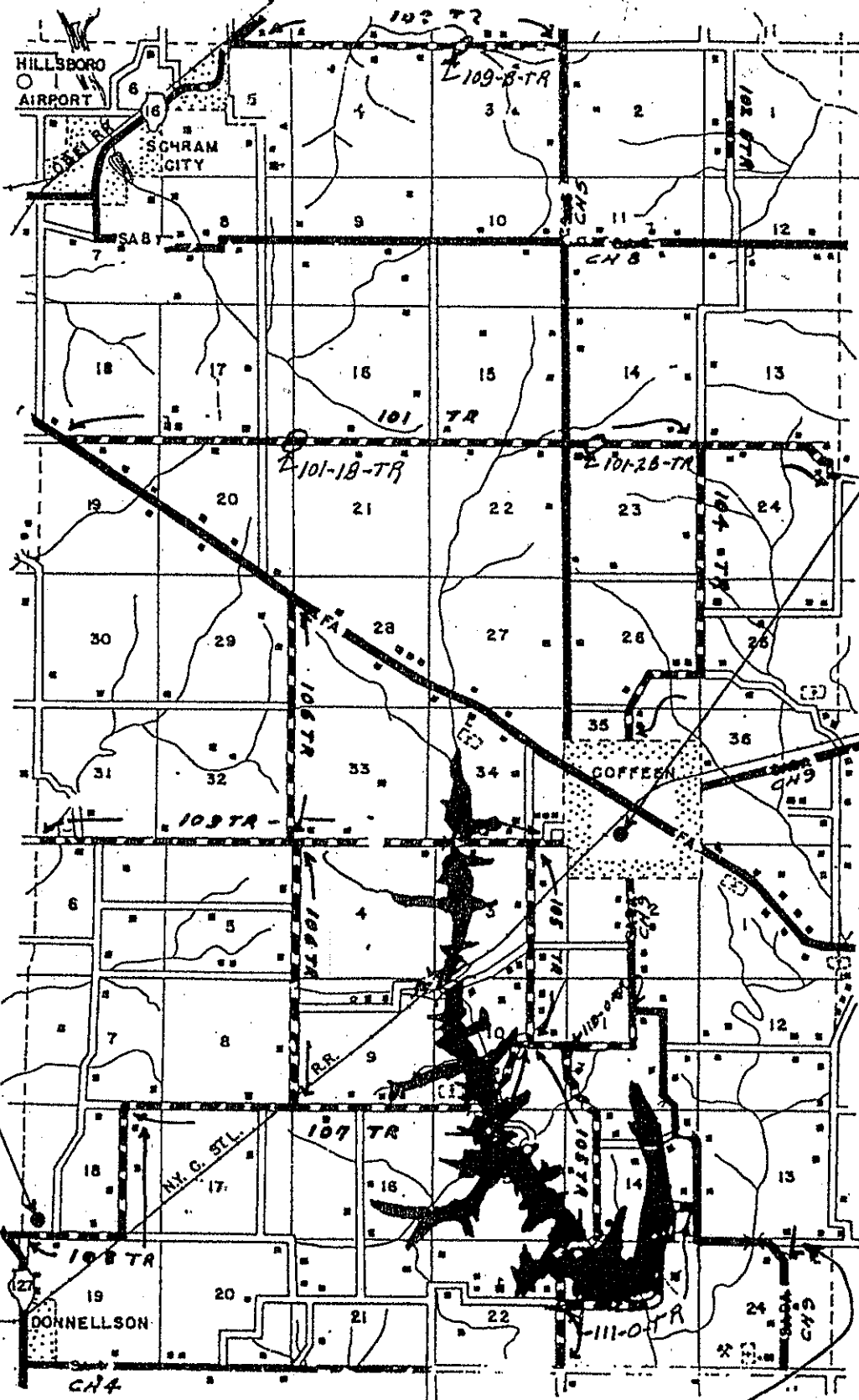
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of August, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of August, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
East Fork 50%



928-BCA  
 3'x10'x30' PRECAST BOX

N

LEGEND  
 --- TMP. M.P.T. ROADS

0 100 200  
 FEET

MONTGOMERY COUNTY  
 EAST FORK TOWNSHIP  
 R-3W, T-8N

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 57-00

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

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

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

WHEREAS, The Road District of HARVEL of Montgomery County has agreed to pay an amount of \$2,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

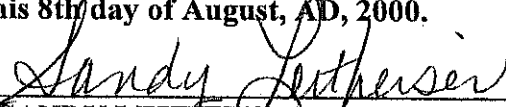
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HARVEL	929 B-CA	See Attached Map	\$5,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of August, AD, 2000.

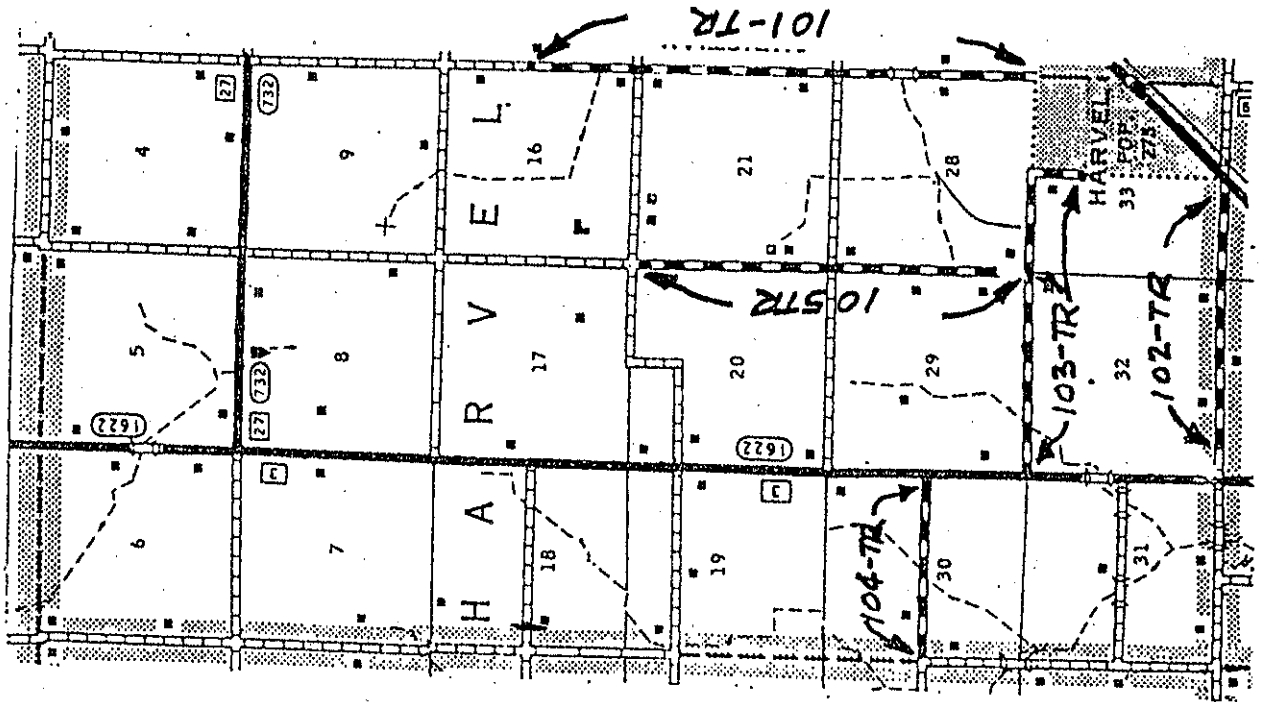
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of August, AD, 2000.

  
 SANDY LEITHEISER, COUNTY CLERK

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



HARVEL  
Township  
Montgomery County  
R-4W, T-11N



929-BCA  
54" ARCH P.C. X 40'

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 58-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of PITMAN of Montgomery County has agreed to pay an amount of \$12,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

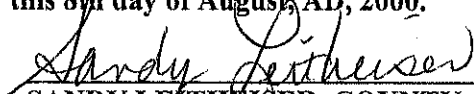
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
PITMAN	927 B-CA	See Attached Map	\$24,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of August, AD, 2000.

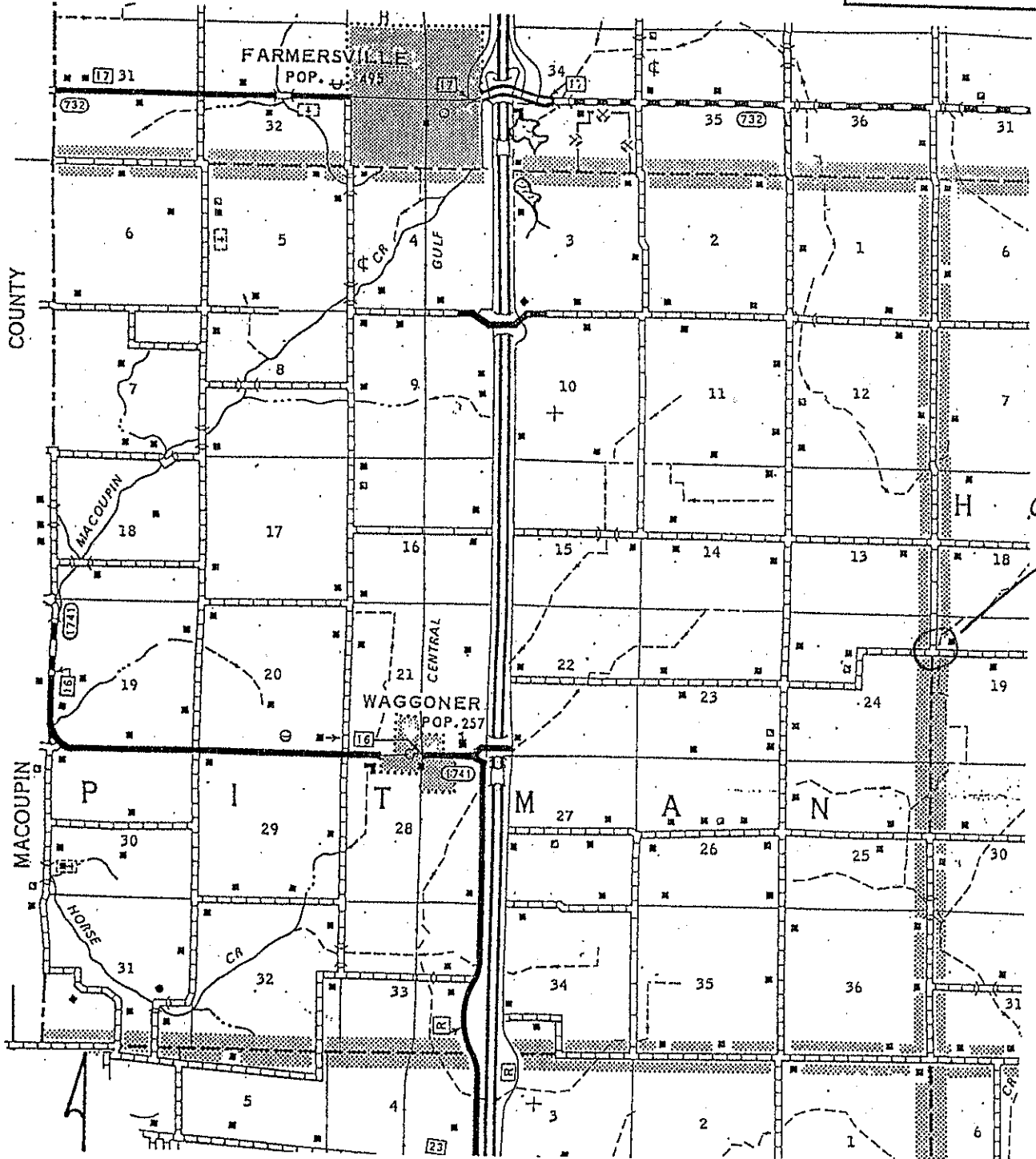
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of August, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Pitman 50%

PITMAN R. D.  
R. 5 W., T. 11 N.

R. 5 W.



927 E  
Alum  
B  
T. 11 N.





Resolution 2000-13

**Resolution of Support**

For

Illinois Farm Products Economic Development Act

The County Board of the County of Montgomery, State of Illinois supports the Jackson/ Union Counties Regional Port District in a call for legislation establishing economic incentives for start-up of community based ethanol-processing plants.

This legislation will provide incentives for development of facilities, which make use of undervalued Illinois agricultural products such as corn and other grains.

By voice vote of our membership, at the regular meeting of Tuesday, August 8<sup>th</sup>, 2000; the Montgomery Board supports and encourages the Illinois State Legislature in passing the attached Illinois Farm Products Economic Development Act.

Joe Cordlaw  
County Board Chairman

Sandy Leitherser  
County Clerk

8-8-00  
Date

8/8/00  
Date

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 59-00

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING ROADS ON COUNTY HIGHWAY NO. 9  
(Red Ball Trail)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$17,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	930 B-CA	See Attached Map	\$17,000.00

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

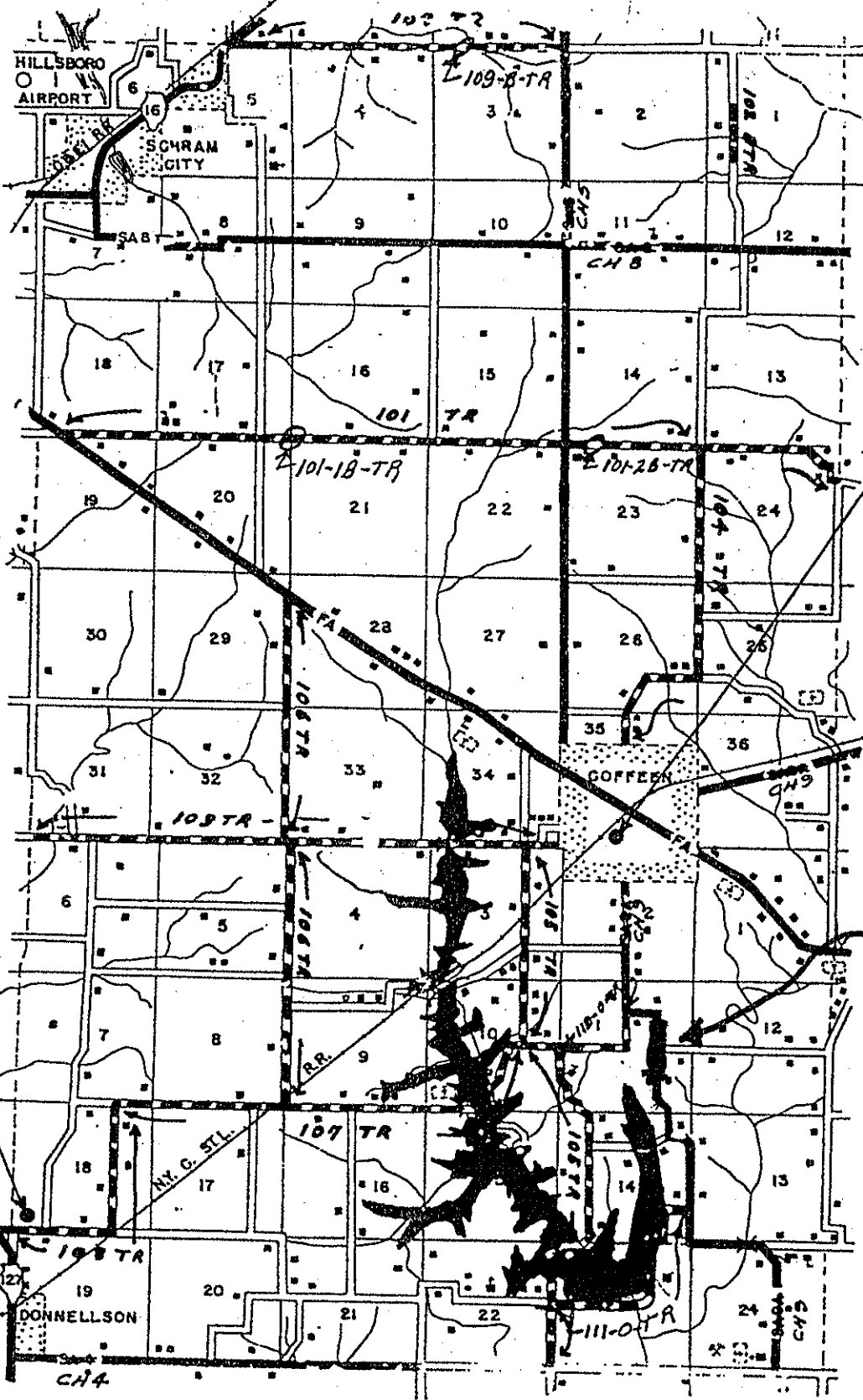
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of September, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of September, AD, 2000.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

SEPTEMBER



N  
 LEGEND  
 IMP. M.Y.T. ROADS  
 0 247.5  
 MONTGOMERY COUNTY  
 EAST FORK TOWNSHIP  
 R-3W, T-8 N

930-BC

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 60-0

(Amends Resolution #21-00 Dated 03/14/00)

(Amends Original Resolution By \$815.4

AMENDING RESOLUTION

FOR

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of RAYMOND of Montgomery County has agreed to pay an amount of \$3,507.72 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
RAYMOND	902 B-CA Location A	Near NW Corner of NE 1/4, NW 1/4, NW 1/4, Sec. 35, T-10N, R4W, 3 <sup>rd</sup> P.M.	\$7,015.44

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at the adjourned Meeting held at Hillsboro on this 12th day of September, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of September, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Raymond 50%

Municipality	LOCAL AGENCY	Illinois Department of Transportation  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name
Township				Ozyurt and Stone, Inc.
Audubon				Address
County				511 West Capitol
Montgomery				City
Section				Springfield
89-01131-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

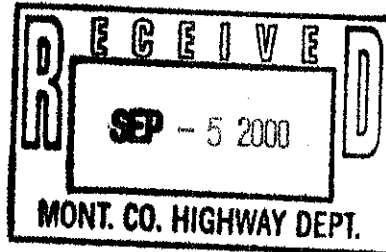
Name County Project 669 B-CA Route T.R. 440 Length 0.500 Mi. (Structure No. 068-3302 (Proposed) 068-3207 (Existing))  
 Termini SW 1/4, Section 10, T9N, R1W, 3rd P.M., approximately 9.0 miles southeast of Witt, Illinois  
 Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

**Agreement Provisions**

**The Engineer Agrees,**

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

Note: Four copies to be submitted to District Engineer.



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

**The LA Agrees,**

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

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
    - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1m under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
    - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.
- By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1m and prior to the completion of such services, the LA shall reimburse the ENGINEER for his costs incurred up to the time he is notified in writing of such abandonment as stipulated in paragraph 2 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
  5. That, should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

---

### It is Mutually Agreed,

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

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

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

County Board Chairman

ATTEST:

By Sandy Leithner  
Montgomery County Clerk

(Seal)

By Joe Cordano

Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.

511 West Capitol

Springfield, Illinois 62704

ATTEST:

By Sean Ozyurt  
Title: Secretary - Treasurer

By Fred Stone

Title: President



Municipality	L O C A L  A G E N C Y	Illinois Department of Transportation	C O N S U L T A N T	Name
Township				Ozyurt and Stone, Inc.
Rountree				Address
County				511 West Capitol
Montgomery		Preliminary Engineering Services Agreement For Motor Fuel Tax Funds		City
Section				Springfield
99-14120-00-BR				State
				Illinois 62704

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name County Project 895 B-CA \_\_\_\_\_ Route T.R. 139A \_\_\_\_\_ Length 0.153 Mi. (Structure No. 068-5003 (Existing) 068-3334 (Proposed)  
 Termini SW 1/4, Section 29, T10N, R3W, 3rd P.M., approximately 5.0 miles northwest of Witt, Illinois  
 Description: Removal and replacement of an existing structure and including the necessary approach roadway work. (Plans and Papers to be done in English Units)

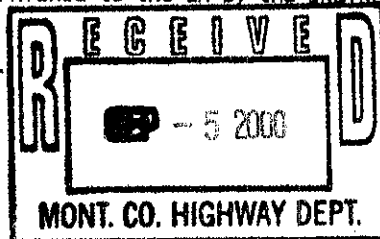
**Agreement Provisions**

The Engineer Agrees,

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

Note: Four copies to be submitted to District Engineer.

00-46\AGREEMNT



BLR 4301 (Rev 4/91)  
Page 1 of 4

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

**The LA Agrees,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 1j, 1m, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.(x) A sum of money equal to 10.00 percent of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT, but not less than a lump sum fee of \$10,000.00.
- b.( ) A sum of money equal to the percentage of the awarded contract cost, and/or the Engineers estimated cost for non-participating items, for the improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

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

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

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

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

---

It is Mutually Agreed,

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

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

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and through its  
County Board Chairman,

ATTEST:  
By Andy Litzke  
Montgomery County Clerk  
(Seal)

By Joe Cochran  
Title: Chairman of the County Board

Executed by the ENGINEER:

Ozyurt and Stone, Inc.  
511 West Capitol  
Springfield, Illinois 62704

ATTEST:  
By Anna E. Ozyurt  
Title: Secretary - Treasurer

By Fred Stone  
Title: President

*sent dup. originals to:  
Ballinger  
Treasurer  
Sup. of Assess.*

MONTGOMERY COUNTY TRUSTEE  
DELINQUENT TAX AGENT

P. O. Box 1452  
Decatur, Illinois 62522  
Telephone (217) 429-5050

DATE: September 12, 2000  
FROM: MONTGOMERY COUNTY BOARD  
TO: MONTGOMERY COUNTY CLERK - SANDY LEITHEISER  
MONTGOMERY COUNTY SUPERVISOR OF ASSESSMENTS - JULIE  
PAYNE-KIEFER  
MONTGOMERY COUNTY TREASURER/COLLECTOR - RONALD JENKINS  
RE: NOTICE FROM COUNTY OFFICIALS--VOIDING OF TAX BILLS

NOTICE TO COUNTY OFFICIALS:

THE COUNTY HAS ACQUIRED CERTAIN PROPERTIES IN ACCORDANCE WITH THE DELINQUENT TAX SALE PROCEDURE AND IN ACCORDANCE WITH THE PROPERTY TAX CODE 35 ILCS, SEC 21-90, SEC 21-95, SEC 21-100, SEC 21-105.

THE COUNTY BOARD OF MONTGOMERY COUNTY REQUESTS THE VOIDING OF THE TAX BILLS FOR THE PARCELS ON THE ATTACHED EXHIBIT.

APPROVED BY THE MONTGOMERY COUNTY BOARD ON THE 12th DAY OF SEPTEMBER, 2000.

*Joe Cordani*  
\_\_\_\_\_  
COUNTY BOARD CHAIRMAN, JOE CORDANI

*Steve A. Gartner*  
\_\_\_\_\_  
FINANCE COMMITTEE CHAIRMAN, STEVE GARTNER

ATTEST BY: *Sandy Leithaiser*  
\_\_\_\_\_  
MONTGOMERY COUNTY CLERK, SANDY LEITHEISER

## Old Parcel Number

## New Parcel Number

02-000-627-00	01-33-406-007
03-000-474-00	11-36-400-010
04-000-884-00	17-24-200-002
04-001-183-00	17-35-354-023
04-001-554-00	17-35-157-001
04-001-597-00	17-35-455-010
04-001-630-00	21-02-108-013
04-001-682-00	17-35-360-005
05-000-942-00	18-26-134-001
05-000-957-00	18-28-328-002
06-000-836-00	20-22-376-004
07-000-229-00	04-33-433-004
07-000-259-00	04-33-281-004
08-201-673-00	16-01-378-006
08-201-674-00	16-01-378-005
08-202-488-00	16-11-481-045
09-000-939-05	12-22-489-005
10-001-082-00	08-23-327-009
10-002-836-00	08-27-131-001
13-000-530-00	06-07-459-010
16-000-202-00	15-09-105-001
16-001-312-00	15-04-436-005
17-000-523-05	19-11-135-010
18-000-651-00	13-06-279-001
18-000-658-00	13-05-102-005
	13-05-102-006
18-001-130-00	13-06-276-008
18-001-321-00	13-06-334-001
	13-06-334-004
18-001-344-00	13-06-378-003
08-100-707-93	Coal Rights
08-100-707-94	Coal Rights

Resolution 2000-14

**RESOLUTION OF SUPPORT**

WHEREAS, the County of Montgomery is applying to the State of Illinois for a Public Facilities Grant under the Community Development Assistance Program, and

WHEREAS, it is necessary that an application be made and agreements entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) that the County apply for a grant under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2) that the County Board Chairman and County Clerk on behalf of the County will execute such documents and all other documents necessary for the carrying out of said application.
- 3) that the County Board Chairman and County Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

Passed this 12<sup>th</sup> day of September, 2000

(SEAL)

ATTEST: Sandy Lutherser  
County Clerk

Joe Cordani  
County Board Chairman

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

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

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

WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2001 is the sum of \$101,000.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred One Thousand Dollars and No Cents (\$101,000.00) for the following specific purposes in the following amounts:

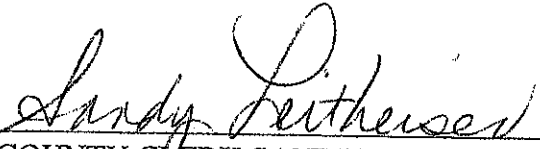
See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$101,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 12<sup>th</sup> DAY of September, 2000.

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

ATTEST:

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



CULLISON & VANDEVER LAW OFFICES

ATTORNEYS AT LAW

405 South Main Street  
P.O. Box 188  
Hillsboro, Illinois 62049

STEPHEN R. CULLISON

BOOK 2 PAGE 33

Telephone  
(217) 532-5432

Telefax  
(217) 532-6431

RALPH A. VANDEVER  
Of Counsel

August 23, 2000

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

RE: Year 2001 Budget For Hillsboro Area Ambulance Service

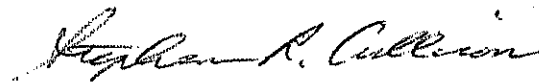
Dear Mr. Traylor:

Enclosed please find a copy of the proposed 2001 budget for Hillsboro Area Ambulance Service.

The proposed budget requests that the County, through the Special Service District, provide to Hillsboro Area Ambulance Service tax money in the amount of \$101,000.00. This is an increase of \$5,200.00 over the previous years request. This is essentially due to greater operating expenses.

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

Sincerely,



Stephen R. Cullison, President  
Hillsboro Area Ambulance Service

SRC:lm/enclosure  
pc:Hillsboro Area Ambulance Service  
Hillsboro Area Hospital  
1200 East Tremont St.  
Hillsboro, IL 62049  
ATTN: Barb Schmedeke

FILED  
SEP 07 2000

Santra Lathiser COUNTY CLERK

received  
8-24-00

HILLSBORO AREA AMBULANCE SERVICE, INC.  
2001 BUDGET  
(12-1-2000 THROUGH 11-30-2001)

EXPENSES:

1. Fixed Expense (\$5,450.00/mo.).....	\$ 65,400.00
2. Maintenance Expense (\$3,750.00/mo).....	\$ 45,000.00
3. Operational Expense (\$11,000.00/mo.).....	\$132,000.00
4. Depreciation (\$2,500.00/mo.).....	\$ 30,000.00
5. Contingency Fund (\$300/mo.).....	\$ 3,600.00
6. Equipment purchase, (\$1,000/month).....	\$ 12,000.00
7. Proposed building expansion cost (\$667/month):	\$ 8,000.00
TOTAL EXPENSE:.....	
\$296,000.00	

REVENUE:

1. Anticipated Fees Collected (\$232,000.00 billed x 82% collected).....	\$190,000.00
2. Interest.....	\$ 5,000.00
3. Needed from Contract with Special District governed by County Board.....	\$ 101,000.00
TOTAL REVENUE:.....	
\$296,000.00	

See attached sheet for footnotes and explanations

FILED  
SEP 07 2000

Sandra Leitheiser COUNTY CLERK

FOOTNOTES AND FURTHER BUDGET INFORMATION

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

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

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

4. This budget assumes that the County Board will agree to contract with Hillsboro Area Ambulance Service to provide service for the amount of \$101,000.00.

**F I L E D**  
SEP 07 2000

*Sandra Leithner* COUNTY  
CLERK

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

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

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

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2001 is the sum of \$70,000.00.

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

See attached Budget:

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

ADOPTED AND APPROVED THIS 12<sup>th</sup> DAY of September, 2000.

*Joe Cordani*  
CHAIRMAN JOE CORDANI

ATTEST:

*Sandy Leithaiser*  
COUNTY CLERK SANDY LEITHEISER

LITCHFIELD SERVICE AREA  
AMBULANCE OPERATIONS  
PROJECTED RECEIPTS & DISBURSEMENTS  
FROM DECEMBER 1, 2000 TO NOVEMBER 30, 2001

RECEIPTS:

REAL ESTATE TAXES	\$ 70,000.00
COLLECTIONS	185,000.00
CITY FUNDING	70,000.00
INTEREST	20,000.00

TOTAL RECEIPTS \$345,000.00

DISBURSEMENTS:

SALARIES	\$252,500.00
BENEFITS	37,450.00
COUNTY ADMINISTRATION FEE	13,003.00
VEHICLE EXPENSE	13,300.00
MEDICAL SUPPLIES & EQUIPMENT	9,200.00
DUES, SUBSCRIPTION & SCHHOL EXP	5,000.00
INSURANCE	14,500.00
MISCELLANEOUS	2,000.00
WEST SIDE AMB CENTER	135,000.00

TOTAL DISBURSEMENTS \$481,953.00  
OPERATION LOSS \$136,953.00

FILED  
SEP 07 2000

Sandra Leithner COUNTY CLERK


received  
8-10-00

I, Marilyn S. Hartke, City Clerk of the City of Litchfield, Montgomery County, Illinois, do hereby certify that the foregoing to be a true, perfect, and complete copy of Resolution No. 15-00 passed by the City Council at it's regular meeting held on September 7, 2000.

IN WITNESS WHEREOF, I have unto subscribed my name and attached the official seal of said City, at Litchfield, Illinois on this 11th day of September, 2000.

*Marilyn S. Hartke*

Marilyn S. Hartke  
City Clerk

RESOLUTION NO. 15-00A RESOLUTION REQUESTING TAX LEVY TO THE  
LITCHFIELD AMBULANCE SPECIAL SERVICE AREA  
FISCAL YEAR 12-1-2000 THROUGH 11-30-2001BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LITCHFIELD,  
MONTGOMERY COUNTY, ILLINOIS, AS FOLLOWS:SECTION ONE: BY THE ADOPTION OF THIS RESOLUTION THE CITY OF  
LITCHFIELD HEREBY REQUESTS OF THE COUNTY OF MONTGOMERY,  
MONTGOMERY COUNTY AMBULANCE SERVICE, 2000 YEAR TAX LEVY IN  
THE AMOUNT OF \$70,000.00 FOR THE LITCHFIELD AMBULANCE SPECIAL  
SERVICE AREA FOR THE FISCAL YEAR 12-1-2000 THROUGH 11-30-2001.SECTION TWO: THE CITY CLERK IS HEREBY AUTHORIZED AND  
DIRECTED TO SUBMIT A TRUE AND CORRECT COPY OF THIS RESOLUTION  
TO THE COUNTY OF MONTGOMERY, MONTGOMERY COUNTY AMBULANCE  
SERVICE, TOGETHER WITH A COPY OF THE TENTATIVE FISCAL YEAR 2000  
BUDGET FOR PURSUANT TO PARAGRAPH 12 OF THAT CERTAIN AGREEMENT  
FOR AMBULANCE SERVICE WITHIN THE LITCHFIELD AMBULANCE SPECIAL  
SERVICE AREA HERETOFORE EXECUTED AND NOW IN FORCE AND EFFECT  
BETWEEN THE CITY OF LITCHFIELD AND MONTGOMERY COUNTY,  
MONTGOMERY COUNTY AMBULANCE SERVICE.ADOPTED THIS 7 DAY OF September, 2000.APPROVED THIS 7 DAY OF September, 2000.  
WILLIAM D. CORNMAN  
MAYOR

ATTEST:

  
MARILYN S. HARTKE  
CITY CLERK

LITCHFIELD SERVICE AREA  
AMBULANCE OPERATIONS  
PROJECTED RECEIPTS & DISBURSEMENTS  
FROM DECEMBER 1, 2000 TO NOVEMBER 30, 2001

RECEIPTS:

REAL ESTATE TAXES	\$ 70,000.00
COLLECTIONS	185,000.00
CITY FUNDING	70,000.00
INTEREST	20,000.00

TOTAL RECEIPTS \$345,000.00

DISBURSEMENTS:

SALARIES	\$252,500.00
BENEFITS	37,450.00
COUNTY ADMINISTRATION FEE	13,003.00
VEHICLE EXPENSE	13,300.00
MEDICAL SUPPLIES & EQUIPMENT	9,200.00
DUES, SUBSCRIPTION & SCHHOL EXP	5,000.00
INSURANCE	14,500.00
MISCELLANEOUS	2,000.00
WEST SIDE AMB CENTER	135,000.00

TOTAL DISBURSEMENTS \$481,953.00  
OPERATION LOSS \$136,953.00



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

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

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

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2001 is the sum of \$62,436.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of Sixty Two Thousand, Four Hundred Thirty-six Dollars and No Cents (\$62,436.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$62,436.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 12<sup>th</sup> DAY of September, 2000.

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

ATTEST:

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

BOOK 2 PAGE 42  
NOKOMIS-WITT AREA AMBULANCE SERVICE  
BUDGET PROPOSAL FOR 2001

**REVENUES:**

CARRY OVER FROM 2000	\$ 555.00
ANTICIPATED COLLECTIONS	\$85072.00
TAX LEVY RATE RAISED .16 ON 39 MILLION	\$62436.50
<b>TOTAL REVENUE EXPECTED</b>	<u>\$148063.50</u>

**EXPENSES:**

WAGES, FICA TAXES, B/U CALLS, ETC.	\$64000.00
WORKMENS COMP	\$ 4082.00
MAINTENCE	\$20000.00
DEPRECIATION	\$20000.00
MEDICAL SUPPLIES, EQUIP. & EQUIP. REPAIR	\$21000.00
INSURANCE (PERSONEL, VEHICLE, BLDG.)	\$12720.00
COLLECTIONS DEPT.	\$ 6261.00
<b>TOTAL EXPENSES</b>	<u>\$148063.00</u>
 CARRY OVER TO 2002	 \$ .50

SUBMITTED BY:

*Lone Burdzianka*

PRESIDENT OF THE BOARD OF DIRECTORS  
NOKOMIS-WITT AREA AMBULANCE SERVICE

**FILED**  
SEP 07 2000

*Sandra Leitheiser* COUNTY CLERK

**received**  
7-14-01

RESOLUTION 2000- 18AN ORDINANCE FOR THE LEVY OF TAXES FOR THE FARMERSVILLE-WAGGONER  
SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2001 is the sum of \$53,250.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Fifty-three Thousand, Two Hundred Fifty Dollars and No Cents (\$53,250.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$53,250.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 12<sup>th</sup> DAY of September, 2000.

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

ATTEST:

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

August 15, 2000

Mr Traylor and Montgomery County finance committee:

Below is the proposed FY 2001 budget for the Farmersville-Waggoner Ambulance:

Depreciation Fund	19,200.00
Insurance	5,500.00
Utilities	5,250.00
Automatic External Defib. Replacement	8,000.00
Billing Fees	2,000.00
EMT Salaries	25,800.00
Supplies	4,000.00
Vehicle Expenses	4,500.00
Miscellaneous	3,000.00
Contingency	4,000.00
Total Expenses	<u>81,250.00</u>
Estimated Income	28,000.00
Proposed Income (From Tax Levy-Amb.)	53,250.00

Respectfully submitted,

Mollie Fesser  
Secretary-Treasurer  
Farmersville-Waggoner  
Ambulance Service

FILED  
SEP 07 2000

Sandra Laitheiser COUNTY CLERK

received  
8-21-00

RESOLUTION 2000-19

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

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

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

WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2001 is the sum of \$33,360.00.

THEREFORE, be it hereby resolved that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Thirty-three Thousand, Three Hundred Sixty Dollars and No Cents (\$33,360.00) for the following specific purposes in the following amounts:

See attached Budget:

Be it further resolved that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$33,360.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

ADOPTED AND APPROVED THIS 12<sup>th</sup> DAY of September, 2000.

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

ATTEST:

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

**BUDGET**

**RAYMOND-HARVEL AREA AMBULANCE SERVICE, INC  
2001 BUDGET  
12-01-00 THROUGH 11-30-01**

Montgomery County District Assessed Valuation	\$ 29,402,749
Christian County District Assessed Valuation	\$ 1,726,621
<b>Total Taxing District Assessment</b>	<b>\$ 31,129,370</b>

---

<b>Expenses</b>	
1) Ambulance(s) Fuel	800
Maintenance	1,460
2) Telephone, Paging	2,200
3) Ambulance(s) Equipment Expenses	1,200
Supplies	1,200
4) Ambulance Garage Maintenance	1,400
Utilities	1,800
5) Clerical	1,000
6) Squad Expense	1,000
7) Insurance	5,000
8) Depreciation/Ambulance	9,000
9) Radio Maintenance/Depreciation	2,500
10) Wages & Payroll Expense	15,000
<b>Total Expenses</b>	<b>\$ 43,560</b>

**received**  
8-18-00

Revenue

1) Anticipated Fees Collected (\$10,000 *80% billed/collected)	\$8,000
2) Special Taxing District Montgomery County	\$33,360
3) Special Taxing District Christian County	\$2,200
Total Revenue	<u>\$43,560</u>

This budget was approved by the Board of Directors of the Raymond-Harvel Ambulance Service, Inc. on August 15, 2000

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 61-00

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING ROADS ON COUNTY HIGHWAY NO. 9  
(Chapman) & COUNTY HIGHWAY NO. 11 (Walshville "T" to Walshville)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$2,550.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

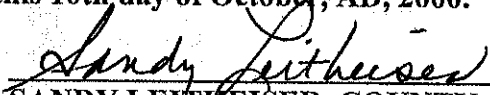
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	931 B-CA Location A & B	See Attached Maps	\$2,550.00 (A) \$ 650.00 (B) \$1,900.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of October, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of October, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

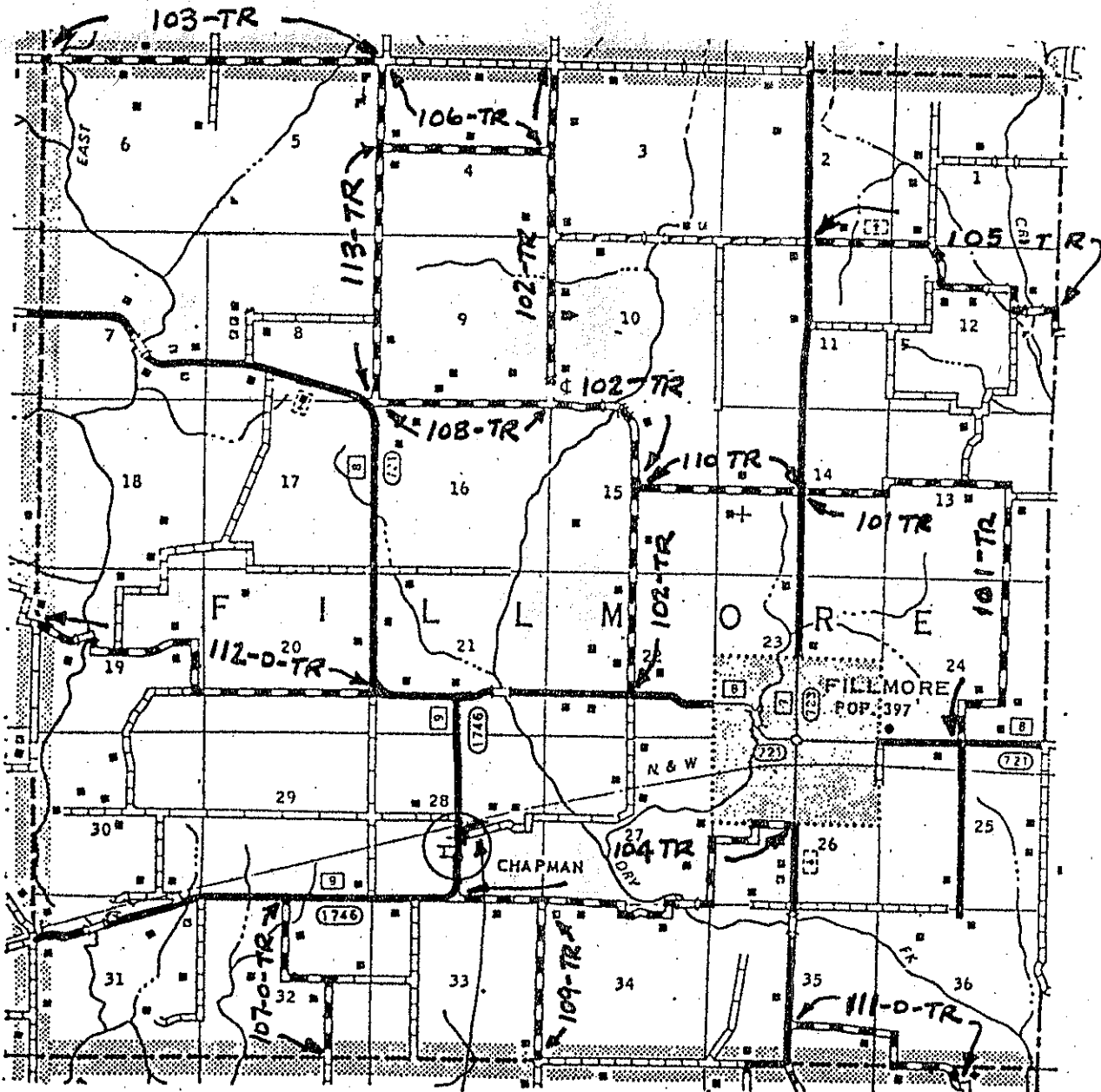
COST BREAKDOWN:  
Montgomery County 100%



FILLMORE  
Township  
Montgomery County  
R-2W, T-8N



OCTOBER

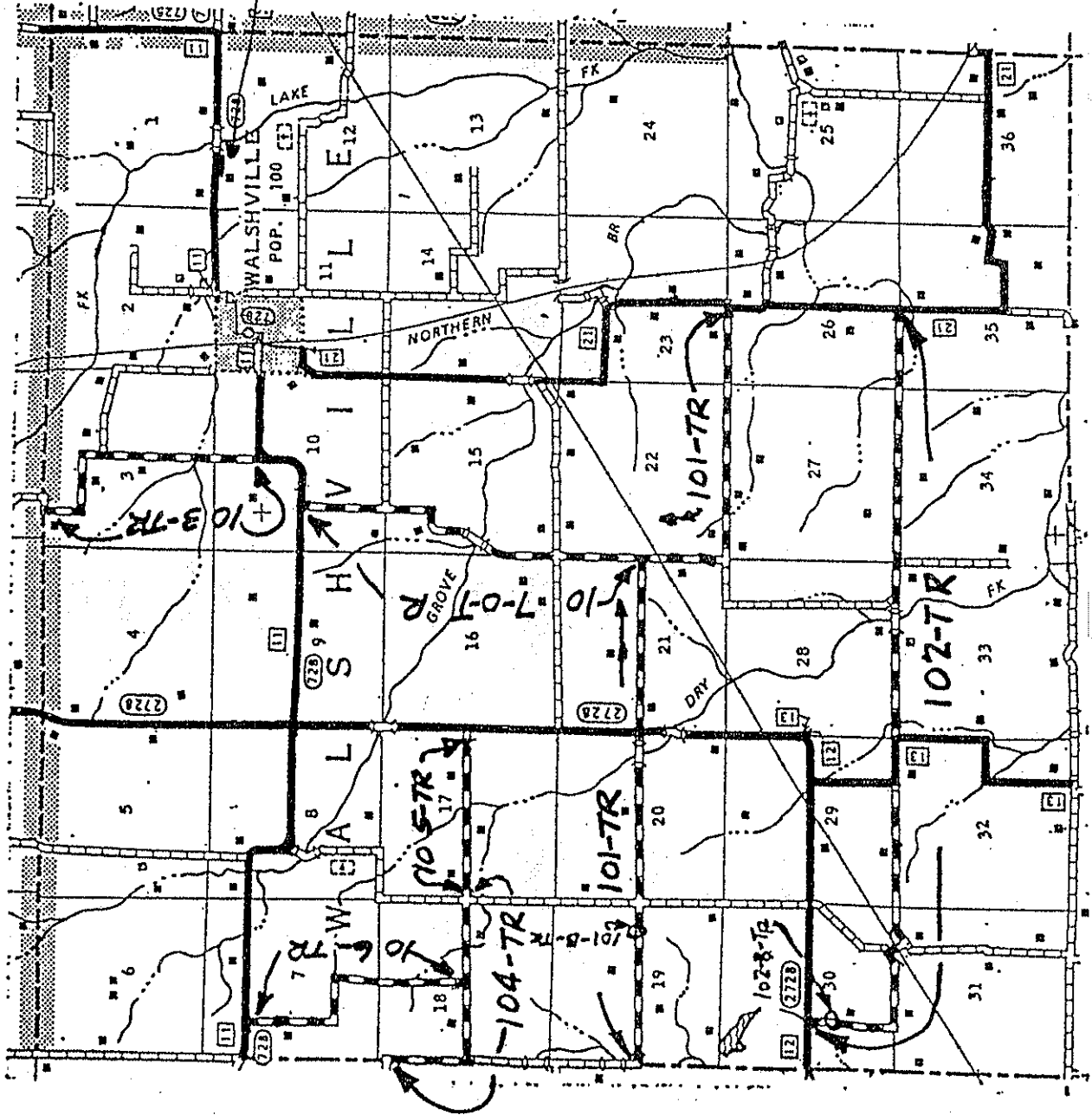


931-BCA Loc. "B"



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N

931-8 CA Loc. "A"



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 62-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of FILLMORE of Montgomery County has agreed to pay an amount of \$1,150.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
FILLMORE	932 B-CA	See Attached Map	\$2,300.00

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

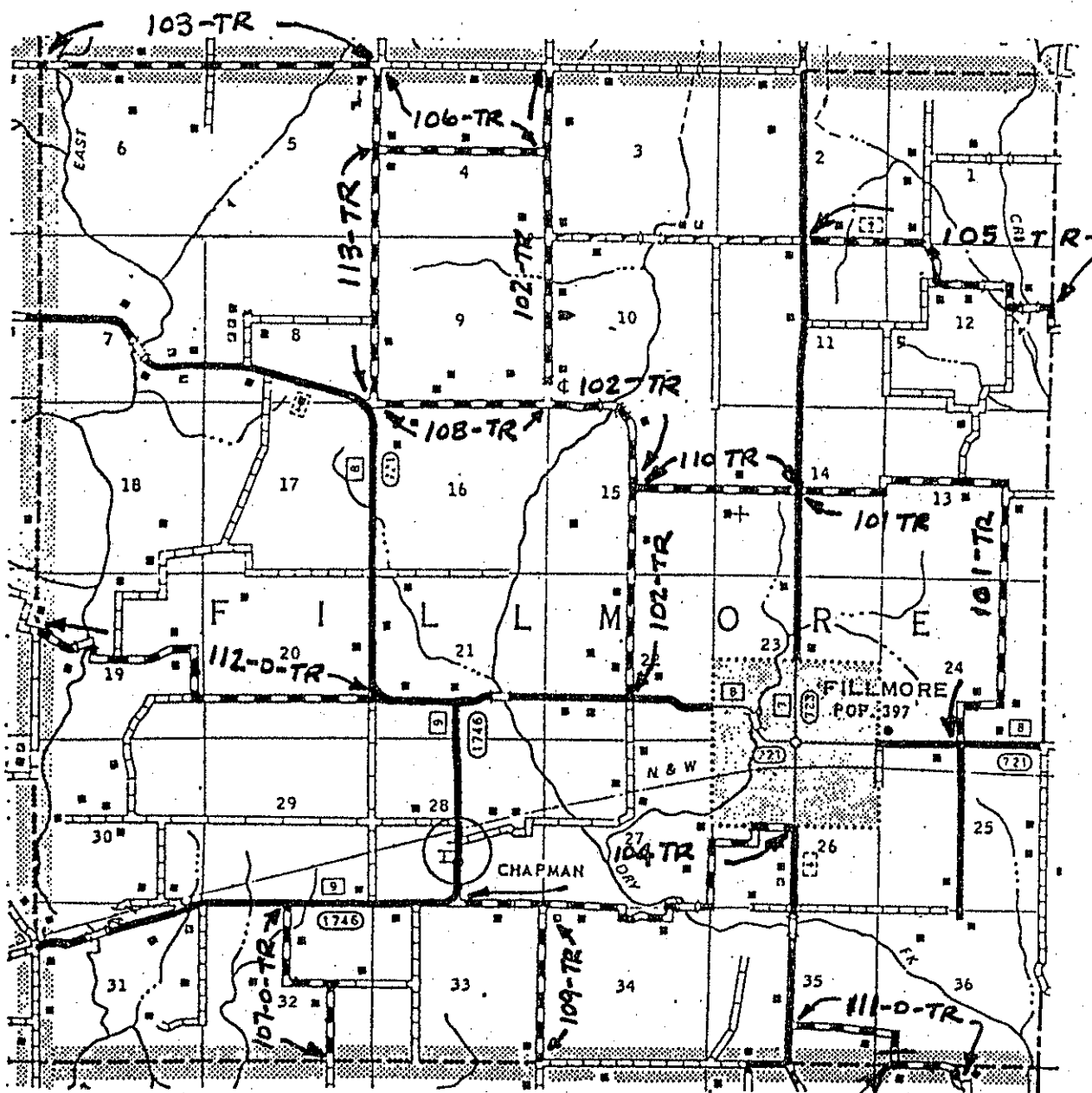
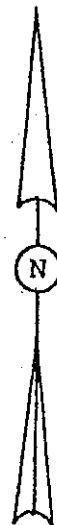
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of October, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of October, AD, 2000.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Fillmore 50%

FILLMORE  
Township  
Montgomery County  
R-2W, T-8N



L 932-B-CA

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 63-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of IRVING of Montgomery County has agreed to pay an amount of \$1,600.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

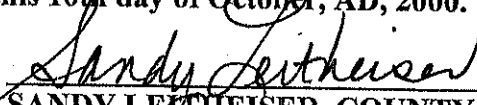
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
IRVING	933 B-CA	See Attached Map	\$3,200.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of October, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of October, AD, 2000.

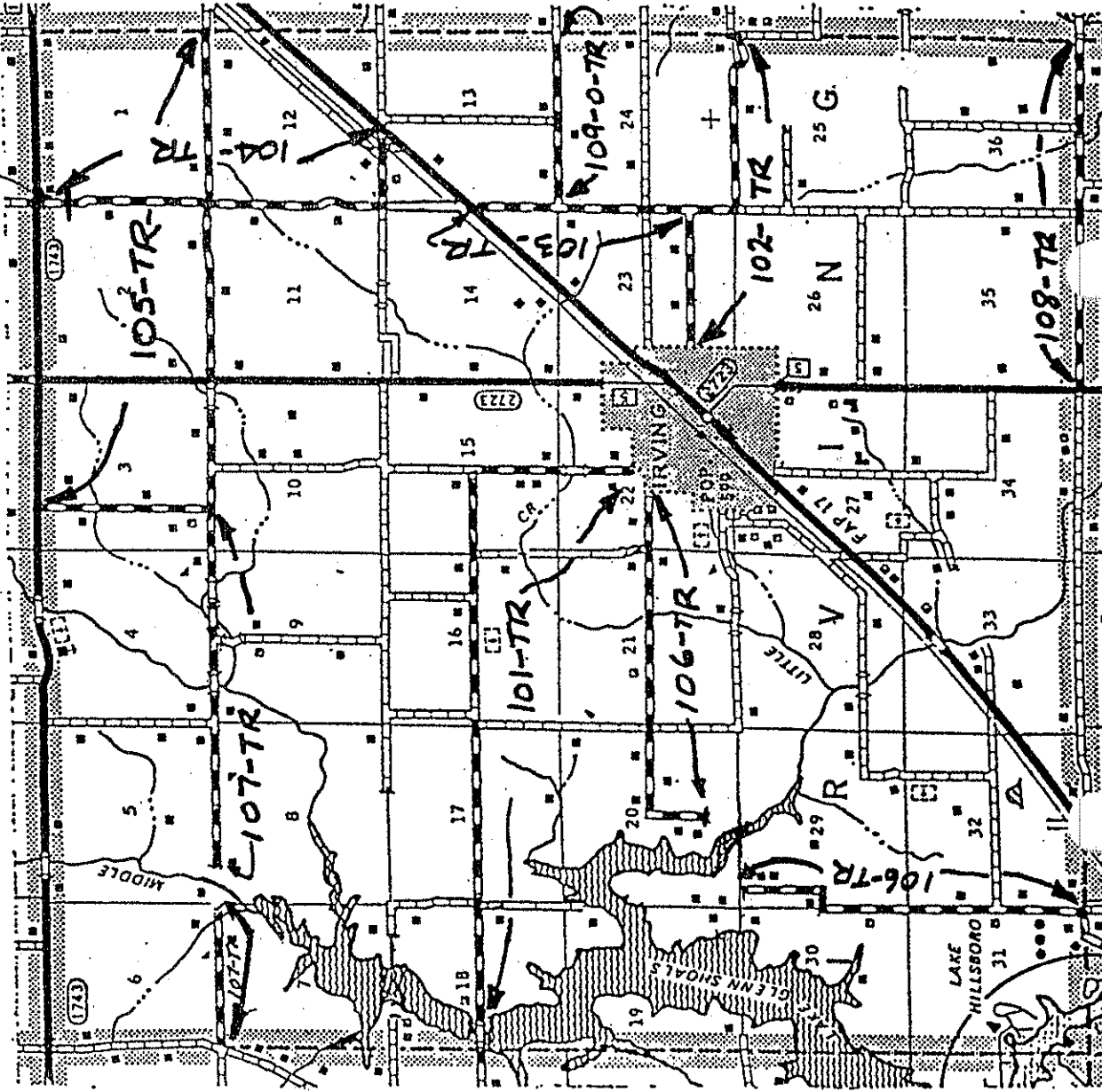
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Irving 50%



IRVING  
Township  
Montgomery County  
R-3W, T-9N

933-B-CA



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
 AMENDING RESOLUTION # 64-00  
 (Original Resolution #36-00 Dated 05/09/00 for \$2,500.00)  
 (Amends Original Resolution By \$\$594.00)  
 AMENDED RESOLUTION**

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

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

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

WHEREAS, The Road District of PITMAN of Montgomery County has agreed to pay an amount of \$1,547.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
PITMAN	918 B-CA	See Attached Map	\$3,094.00

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

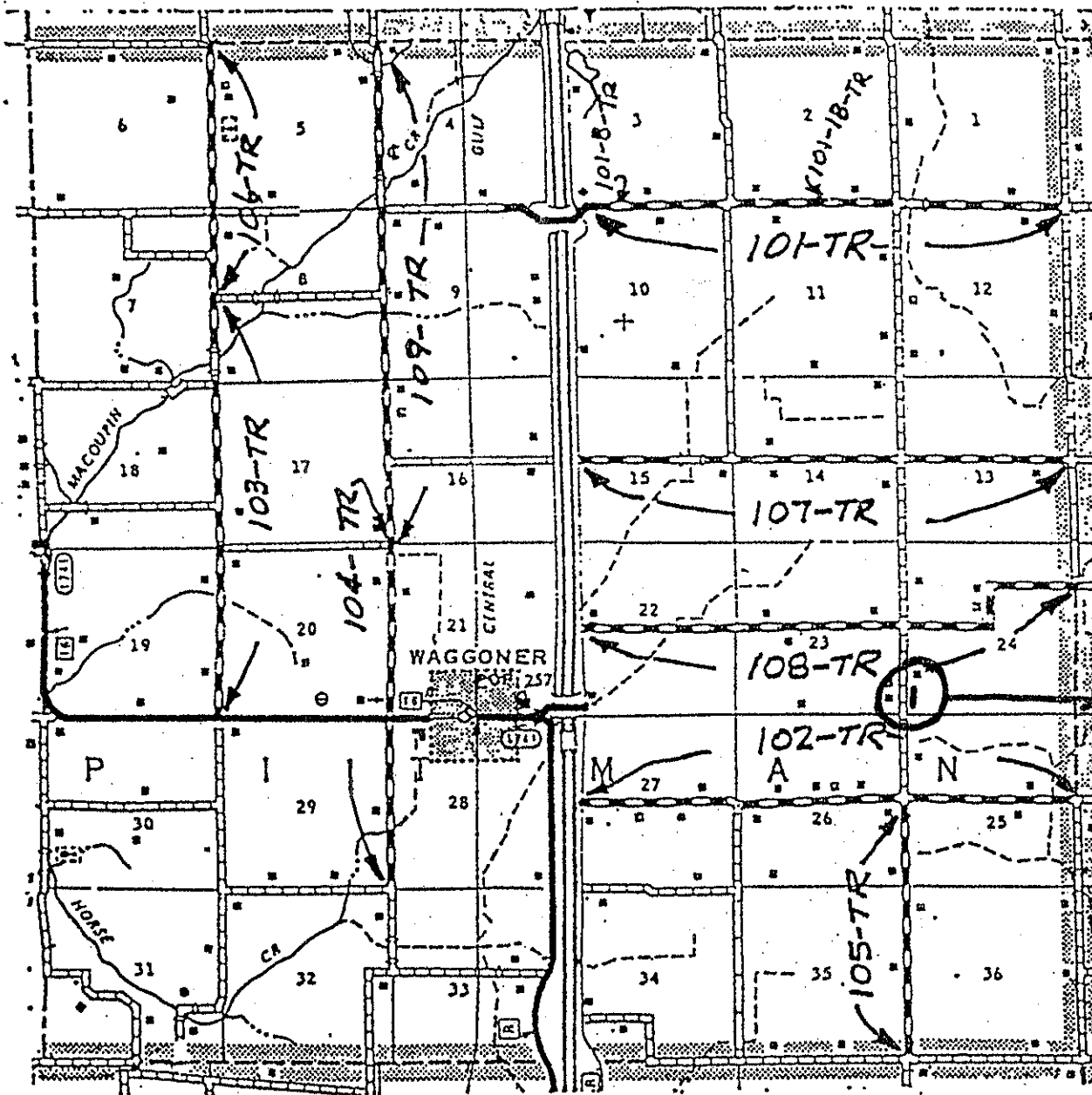
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of October, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of October, AD, 2000.

*Sandy Leithaiser*  
 \_\_\_\_\_  
 SANDY LEITHEISER, COUNTY CLERK

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

PITMAN  
Township  
Montgomery County  
R-5W, T-11N




913-BC  
42" x 60"  
3:1 SLO

Polymer  
Coated



(CONSTRUCTION OF OSI JOB# 00-42)

JOB NO. 00-48

City	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  Preliminary/Construction Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name
Township				OZYURT & STONE, INC.
County				Address
Section				511 West Capitol
4-19118-00-BR				City
				Springfield
				State
				Illinois 62704

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of October, 2000 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Section Description**

Name Bridge over Route T.R.119 Length 675 FT( 0.128 Miles)(Structure No. 068-3102 Exist.  
West Fork Shoal Creek 068-3339 Prop.

Location SW 1/4, Section 22, T10N, R5W, 3<sup>rd</sup> P.M., approximately 5.0 miles Southwest of Raymond, Illinois

Description  
Construction engineering services for the approach roadway and structure replacement carrying T.R. 119 over West Fork Shoal Creek.

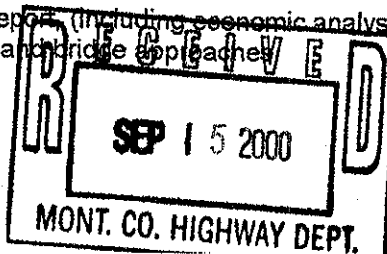
**Agreement Provisions**

The Engineer Agrees,

To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described, and checked below:

- a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
- b.  Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
- c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
- d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work-agreements.
- f.  Prepare Preliminary Bridge Design and Hydraulic Report (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the District Engineer



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

k.  Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
  - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
  - b. Establishment and setting of lines and grades.
  - c. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
  - e. Revision of contract drawings to reflect as built conditions.
  - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT.

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.
- 3. To attend conferences at any reasonable time when requested to do so by the LA or representatives of the DEPARTMENT.
- 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
- 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

To submit, upon request by the LA or the DEPARTMENT a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

**he LA Agrees,**

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

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

**Schedule for Percentages Based on Awarded Contract Cost**

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

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

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

Grade Classification of Employee	Hourly Rate
Senior Project Engineer	110.00
Structural/Bridge Engineer	72.18
Prof./Resident Engineer	67.00
CADD Tech. II	46.20
CADD Tech. I	35.48
Survey Party Chief	45.38
Tech./Survey Tech.	31.49
Engineering Tech.	37.84

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed hands and seals and shall remain in effect until 3-1-2001. In event the services of the ENGINEER extend beyond 3-1-2001, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

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

---

**It is Mutually Agreed,**

- 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.
- 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.
- That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.

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

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

Executed by the LA:

Montgomery of the  
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

Sandy Leithner  
Montgomery Clerk

County Board Chairman

(Seal)

By Joe Corder

Title: Chairman of the County Board

Executed by the ENGINEER:

OZYURT AND STONE, INC.

511 West Capitol

ATTEST:

Springfield, Illinois 62704

By James Ozyurt

By Fred Stone

Title: Sec.-Treas.

Title: President

RESOLUTION # 00- 20

RESOLUTION OF THE COUNTY BOARD  
VOIDING TAX BILL 99-00 ON BIKE TRAIL PROPERTY

WHEREAS there has been presented to this Board a bill due on Property #12-000-405-05, which describes the Green Diamond Bike Trail in Pitman Township, Illinois and Montgomery County is in possession of the above property, we hereby direct that the tax bill for 1999 payable 2000 be voided.

Approved by the Montgomery County Board on the 10<sup>th</sup> day of October, 2000.

*Joe Cordani*

County Board Chairman, Joe Cordani

*Steve Gartner*

Finance Committee Chairman, Steve Gartner

Attest by: *Sandy Leitheiser*

Montgomery County Clerk, Sandy Leitheiser

A copy of this resolution is to be provided to the following:

- Montgomery County Treasurer/Collector Ron Jenkins ✓
- Montgomery County Trustee Dennis Ballinger ✓
- Montgomery County Clerk Sandy Leitheiser ✓
- Montgomery County Supervisor of Assessments Julia Kiefer ✓

RESOLUTION NO. 00-21

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

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

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

1995 Tax Certificate Number 13 - Cottage NO. 11 On Leased Ground Hillsboro City Park, Lands Corp Limits Hillsboro Section 36, Township 09, Range 4

Parcel Index # 03-000-474-00

as described in Certificate No. 13 sold February 10, 1997.

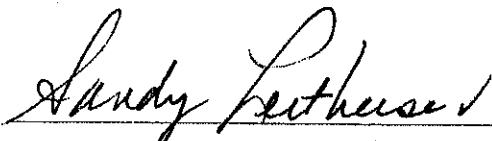
WHEREAS, a public auction was held September 6, 2000, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10<sup>th</sup> day of October, 2000.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

Clerk of the Board

200000387120  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
On 10-16-2000 At 01:29 pm.  
DEED 15.00  
OR Book 611 Page 264 - 264

DEED

Return Deed &  
Mail Tax Statement To:  
  
Richard B. Bax and Annette E. Leteux  
225 S. Main Street Apt. A  
Hillsboro, IL 62049

Instrument Book Page  
200000387120 OR 611 264

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

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

1995 Tax Certificate Number 13 - Cottage NO. 11 On Leased Ground Hillsboro City Park, Lands Corp Limits Hillsboro, Section 36, Township 09, Range 4

Permanent Index No.: 03-000-474-00

Grantee to assume payment of the taxes for the year 2001 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by JOE CORDANI, Chairman of the County Board of County, Illinois, on the 10<sup>th</sup> day of October, 2000.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leitheiser  
County Clerk of Montgomery County, Illinois

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

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

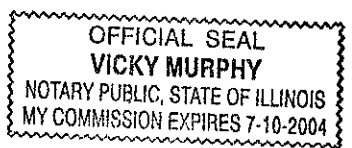
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that JOE CORDANI, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 16<sup>th</sup> day of October 2000.

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

Sandy Leitheiser 10/16/02  
Buyer, Seller or Representative

Vicky Murphy  
NOTARY PUBLIC





RESOLUTION NO. 00-22

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 04-001-597-00

as described in Certificate No. 31 sold February 10, 1997.

WHEREAS, a public auction was held September 6, 2000, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10<sup>th</sup> day of October, 2000.

Joe Cordova  
CHAIRMAN

ATTEST:

Sandy Leithersed  
Clerk of the Board

200000387119  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
On 10-16-2000 At 01:29 pm.  
DEED 15.00  
OR Book 611 Page 262 - 263

DEED

Instrument Book Page  
200000387119 OR 611 262

Return Deed &  
Mail Tax Statement To:

Paul E. White and Peggy L. White  
P.O. Box 487  
Coffeen, IL 62017

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 04-001-597-00

Grantee to assume payment of the taxes for the year 2001 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by JOE CORDANI, Chairman of the County Board of County, Illinois, on the 10<sup>th</sup> day of October, 2000.

ATTEST:

*Sandy Leithaiser*

County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

*Joe Cordani*

Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

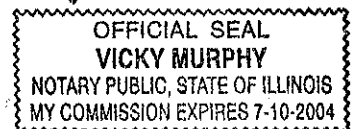
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that JOE CORDANI, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 16<sup>th</sup> day of October, 2000.

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

*[Signature]*  
Buyer, Seller or Representative

*Vicky Murphy*  
NOTARY PUBLIC



Permanent Index No.: 04-001-597-00

**ATTACHMENT  
LEGAL DESCRIPTION**

A part of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-five (35), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, (commonly referred to as the South Half (S 1/2) of Lot Four (4) in People's Addition to the City of Coffeen), described as follows: Beginning at a point of the east line of Cundiff Street, 837.25 feet north of the south line of said Southeast Quarter (SE 1/4), thence East 170.3 feet; thence South 90.25 feet; thence West 170.3 feet to the east line of said Cundiff Street; and thence North 90.25 feet along the east line of Cundiff Street to the place of beginning, situated in the City of Coffeen, Montgomery County, Illinois.

October 1, 2000

Check Date: October 1, 2000

Distribution # 6

# MONTGOMERY COUNTY, TRUSTEE

## Sales Report

Item	Parcel #	Case #	Amount Received							Act Bal				
			Sales	Check	Cash	TOTAL	Reim-Rev	Agent	Co. Treas		Auctnr	Recorder	Clerk	Misc.
301	03-000-474-00	98-TX-30	555.00	555.00		555.00	43.99	250.00	170.51	40.00	15.00	3.00	32.50	0.00
302	04-35-455-010	98-TX-30	555.00	555.00		555.00	96.99	250.00	117.51	40.00	15.00	3.00	32.50	0.00
<b>TOTALS</b>			\$1,110.00	\$1,110.00	\$0.00	\$1,110.00	\$140.98	\$500.00	\$288.02	\$80.00	\$30.00	\$6.00	\$65.00	\$0.00

BOOK

2 PAGE

68

### Distribution of Proceeds:

#151	Montgomery Revolving Account	\$140.98
#152	Dennis D. Ballinger	\$500.00
#153	Aumann Auction & Realty	\$80.00
#154	Montgomery County Recorder	\$30.00
#155	Montgomery County Clerk	\$6.00
#156	Montgomery County Collector / Treasurer	\$288.02
#157	Montgomery County The News	\$65.00

TRUSTEE AUCTION ESCROW 3-98  
MONTGOMERY COUNTY TREASURER  
P.O. BOX 596  
HILLSBORO, IL 62049

151

70-479/819

DATE October 1, 2000

PAY TO THE ORDER OF Montgomery Revolving Account

\$ 140.98

One Hundred Forty and 98/100-----

DOLLARS 

TWO SIGNATURES REQUIRED

National Bank  
at HILLSBORO, IL 62049

FOR Distribution #6

⑈000151⑈ ⑆081904798⑆ ⑈5026741⑈

TRUSTEE AUCTION ESCROW 3-98  
MONTGOMERY COUNTY TREASURER  
P.O. BOX 596  
HILLSBORO, IL 62049

152


70-479/819

DATE October 1, 2000

PAY TO THE ORDER OF Dennis D. Ballinger

\$ 500.00

Five Hundred and 00/100-----

DOLLARS 

TWO SIGNATURES REQUIRED

National Bank  
at HILLSBORO, IL 62049

FOR Distribution #6

⑈000152⑈ ⑆081904798⑆ ⑈5026741⑈

TRUSTEE AUCTION ESCROW 3-98  
MONTGOMERY COUNTY TREASURER  
P.O. BOX 596  
HILLSBORO, IL 62049

153

70-479/819

DATE October 1, 2000

PAY TO THE ORDER OF Aumann Auction & Realty

\$ 80.00

Eighty and 00/100-----

DOLLARS 

TWO SIGNATURES REQUIRED

National Bank  
at HILLSBORO, IL 62049

FOR Distribution #6

⑈000153⑈ ⑆081904798⑆ ⑈5026741⑈

TRUSTEE AUCTION ESCROW 3-98  
MONTGOMERY COUNTY TREASURER  
P.O. BOX 596  
HILLSBORO, IL 62049

15

70-479/81

DATE October 1, 2000

PAY TO THE ORDER OF Montgomery County Recorder

\$ 30.00

Thirty and 00/100

DOLLARS

TWO SIGNATURES REQUIRED

National Bank  
at HILLSBORO, IL 62049

FOR Distribution #6

⑈000154⑈ ⑆081904798⑆ ⑈5026741⑈

TRUSTEE AUCTION ESCROW 3-98  
MONTGOMERY COUNTY TREASURER  
P.O. BOX 596  
HILLSBORO, IL 62049

155

70-479/81

DATE October 1, 2000

PAY TO THE ORDER OF Montgomery County Clerk

\$ 6.00

Six and 00/100

DOLLARS

TWO SIGNATURES REQUIRED

National Bank  
at HILLSBORO, IL 62049

FOR Distribution #6

⑈000155⑈ ⑆081904798⑆ ⑈5026741⑈

TRUSTEE AUCTION ESCROW 3-98  
MONTGOMERY COUNTY TREASURER  
P.O. BOX 596  
HILLSBORO, IL 62049

156

70-479/81

DATE October 1, 2000

PAY TO THE ORDER OF Montgomery County Collector / Treasurer

\$ 288.02

Two Hundred Eighty-eight and 02/100

DOLLARS

TWO SIGNATURES REQUIRED

National Bank  
at HILLSBORO, IL 62049

FOR Distribution #6

⑈000156⑈ ⑆081904798⑆ ⑈5026741⑈

157

TRUSTEE AUCTION ESCROW 3-98  
MONTGOMERY COUNTY TREASURER

P.O. BOX 596  
HILLSBORO, IL 62049


70-479/819

DATE October 1, 2000

PAY TO THE ORDER OF Montgomery County -The News-

\$ 65.00

Sixty-five and 00/100-----

DOLLARS 

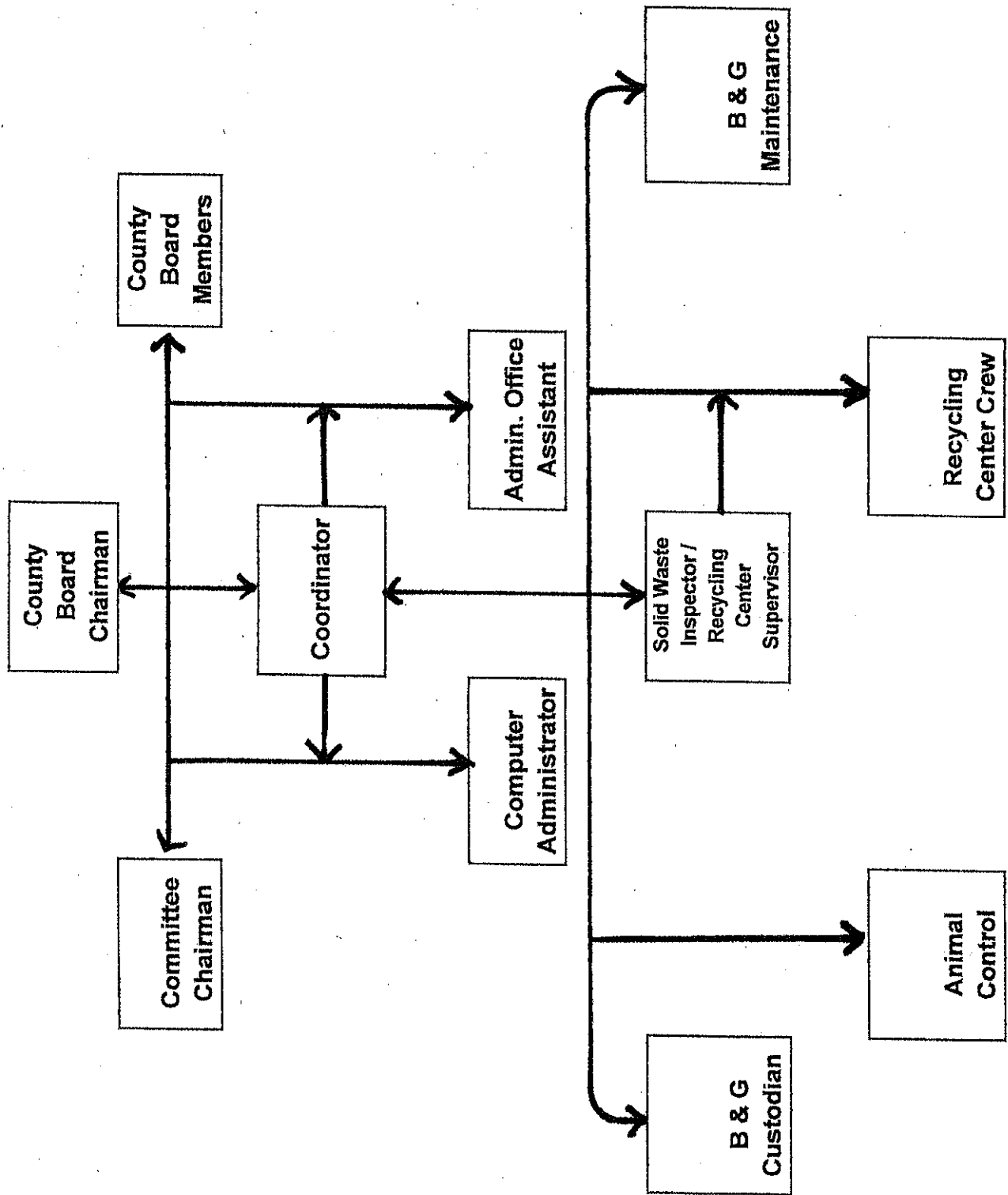
TWO SIGNATURES REQUIRED

National Bank  
of HILLSBORO, IL 62049

FOR Distribution #6

⑈000157⑈ ⑆081904798⑆ ⑆5026741⑈

Coordinated Services - Organizational Chart





# Montgomery County Coordinated Services

## Job Descriptions:

### **Chris Daniels – County Coordinator:**

#### **County Board:**

1. Attend Committee meetings to take minutes and give input.
2. Take minutes at Full County Board Meetings.
3. Coordinate special projects for County Board.
4. Coordinate special committee meetings and notify County Clerk.

#### **Coordinated Services Office:**

1. Responsible for work direction, time sheets and prepare payroll vouchers for Custodian, Maintenance worker, EPA Waste Inspector, Admin. Assistant, Dog Catcher, and recycling employees.
2. Create a departmental schedule and calendar for employee days off. (sick, vacation, personal)
3. Maintain annual County Employee Award Program.
4. Maintain a County-wide inventory system for all property and vehicles for insurance purposes.
5. Process property loss claims for insurance reimbursement.
6. Process Worker's Comp claims.
7. Maintain County Calendar.
8. Prepare payroll vouchers for Computer Technician.

#### **Custodian:**

1. Set up a weekly routine schedule for completing janitorial work.
2. Schedule non-priority cleaning tasks.

#### **Maintenance Program:**

1. Have maintenance employee keep a basic daily log for jobs completed and include items ordered from vendors to expedite reconciliation to vouchers.
2. Have departments submit work orders for non-priority items so they can be scheduled in to the work week.
3. Coordinate special maintenance projects around the county complex.
4. Set up a routine weekly maintenance program and log sheet.

#### **Waste Management Program:**

1. Administer the Illinois E.P.A. Delegation Agreement for funding reimbursement to the County.
2. Have Waste Inspector complete the proper paper time, mileage, and expense logs to submit to the E.P.A.

#### **County Recycling Program:**

1. Create a schedule / route for customer pickups.
2. Create and send a customer letter explaining the recycling program and procedures.
3. Prepare office 303 budget and monitor expenses.
4. Send out customer surveys for customer service feedback.
5. Promote recycling program to generate more business and revenue.

**Economic Development:**

1. Promote the Bike Trail and work towards future expansion and additional trails.
2. Create and maintain a County Website to promote Montgomery County.
3. Work on County Tourism information and relocation packets.
4. Work with County Communities to provide assistance and resources for their Economic Development.

**Enterprise Zone Administrator:**

1. Assist new and existing businesses with completing Enterprise Zone packet information.
2. Process tax abatement forms and keep a summary for quarterly reporting to DCCA.
3. Work with County Clerk's Office and S.O.A. to get abatements processed.

**Rural Water Company:**

1. Attend Water Company meetings and take minutes.
2. Continue to work on the development of Phase II with Water Company Board, Engineering Company, Rural Development, and future customers.
3. Compile a map of County that outlines all areas currently being service with city water and define what water company is providing the service for a possible future joint project in order to service the entire County.
4. Collect easements and file with County Clerk's Office.

**Phone System:**

1. Point of contact for phone service problems to dispatch either Bill Purcell or Ushman Communications for repairs.

**Animal Control Program:**

1. Process time sheets and paperwork for animal control warden.
2. Maintain County Program for animal control.

**Cemetery Project:**

1. Continue identification process of all county owned cemeteries.
2. Coordinate a program to get abandoned cemeteries cleaned up – via prison crews, volunteers, etc.

**Coordinated Services Office Assistant: (Part time Position)**

1. Type County Board Agendas and correspondence.
2. Prepare County Board Packets.
3. Process vouchers for Buildings & Grounds, HWE, Economic Development committees and computer related expenses.
4. Order Paper and Janitorial supplies for Courthouse complex.
5. Maintain County Phone List and speed dial lists.
6. Provide clerical and administrative support for Bill Purcell.
7. Process water bills, and payments. Make deposits and work on accounts receivable.
8. Handle water customer phone calls.
9. Process bill of ladings and prepare invoices for brokers in order to received payment of recycled goods.

**Montgomery County  
Coordinated Services  
Environmental**

Job Descriptions:

**Duane Weller – Solid Waste Inspector / Recycling Center Supervisor**

- Perform Solid Waste Inspections according to the Illinois Environmental Protection Agency Delegation Agreement.
- Investigate complaints on illegal open dumping.
- Supervise and oversee day-to-day operation at the Recycling Center.

**Ray Shroyer – Recycling Center Crew Leader**

- Give work direction to recycling crew
- Sort & Bale recycled materials
- Order supplies for recycling center
- Schedule one – two trucks each week to pick up recycled material
- Prepare bill of lading for shipments
- Light maintenance of vehicles & baler

**Scott Richardson – Recycling Center Worker (Assistant Crew Leader)**

- Drive truck on routes
- Sort & Bale materials
- Load and unload trucks

**Todd Fox – Recycling Center Worker**

- Go on routes
- Sort & Bale materials
- Load and unload trucks

**Jimmy Acosta**

- Go on routes
- Sort & Bale materials
- Load and unload trucks

**High School Student – Jake Ott**

- Recycling Center Helper Monday thru Friday (8:00 AM – 10:00 AM)

## Montgomery County Coordinated Services

### Job Descriptions:

#### Bill Purcell - Computer Administrator

- Responsible for maintenance and repair for all computer equipment, printers and servers at all county buildings and the Regional Office of Education.
- Orders all computers parts
- Performs basic repairs and programming on the new phone system.
- Installs all new computers, printers, and software.
- Maintains the Novell network and internet services in the complex.

#### Lloyd Meyer - Maintenance

- Responsible for building and grounds maintenance in the following county buildings: Jail, Historic and New Courthouse, Health Dept. and Recycling Center.
- Light Construction and Mechanical repair/maintenance which include the following: Plumbing, electrical, concrete, refrigeration, heating and cooling, sheet metal, and carpenter work.
- Misc. Building and Grounds work snow removal on sidewalks, paint stripes, lawn care.

#### Larry Moore - Custodian

- Responsible for historic courthouse cleaning and light maintenance.
- Helping other courthouse offices moving furniture, boxes, etc.
- Orders janitorial supplies for courthouse.
- Building and grounds maintenance: sidewalk snow removal, lawn care, etc.

#### Lyn Wallace - P.B.C. Building & Grounds Helper

- Works with Larry and Lloyd on Building & Grounds part time on Tuesday, Wednesday, and Thursdays.

#### Jerry Tate - County Dog Catcher

- Responsible for County Animal Control Monday thru Friday on an as call basis.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 65-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of NORTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$3,350.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

NOVEM

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NORTH LITCHFIELD	934 B-CA	See Attached Map	\$6,700.00

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

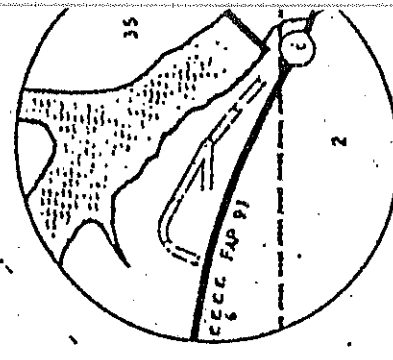
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of November, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of November, AD, 2000.

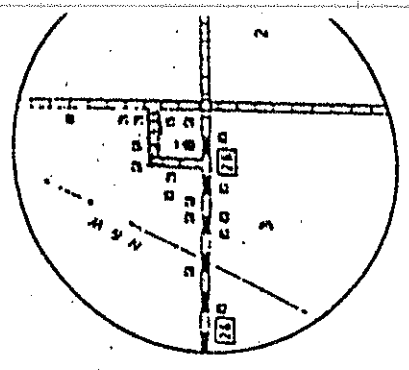
*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
North Litchfield 50%

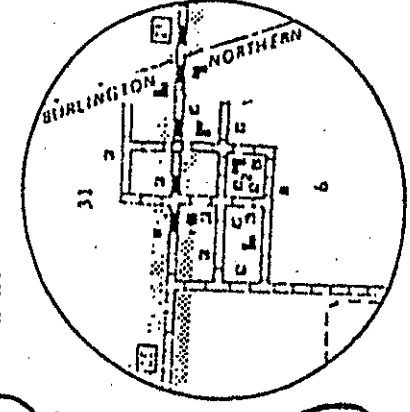
NORTH LITCHFIELD  
Township  
Montgomery County  
R-5W, T-9N



T 8 & 9 N R 5 W



HONEY BEND  
N T Y



BARNETT  
T 9 & 10 N R 5 W

14' width Deck



check box open -> 1' wide x 6' high

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 66-00

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

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$5,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	935 B-CA	See Attached Map	\$5,000.00

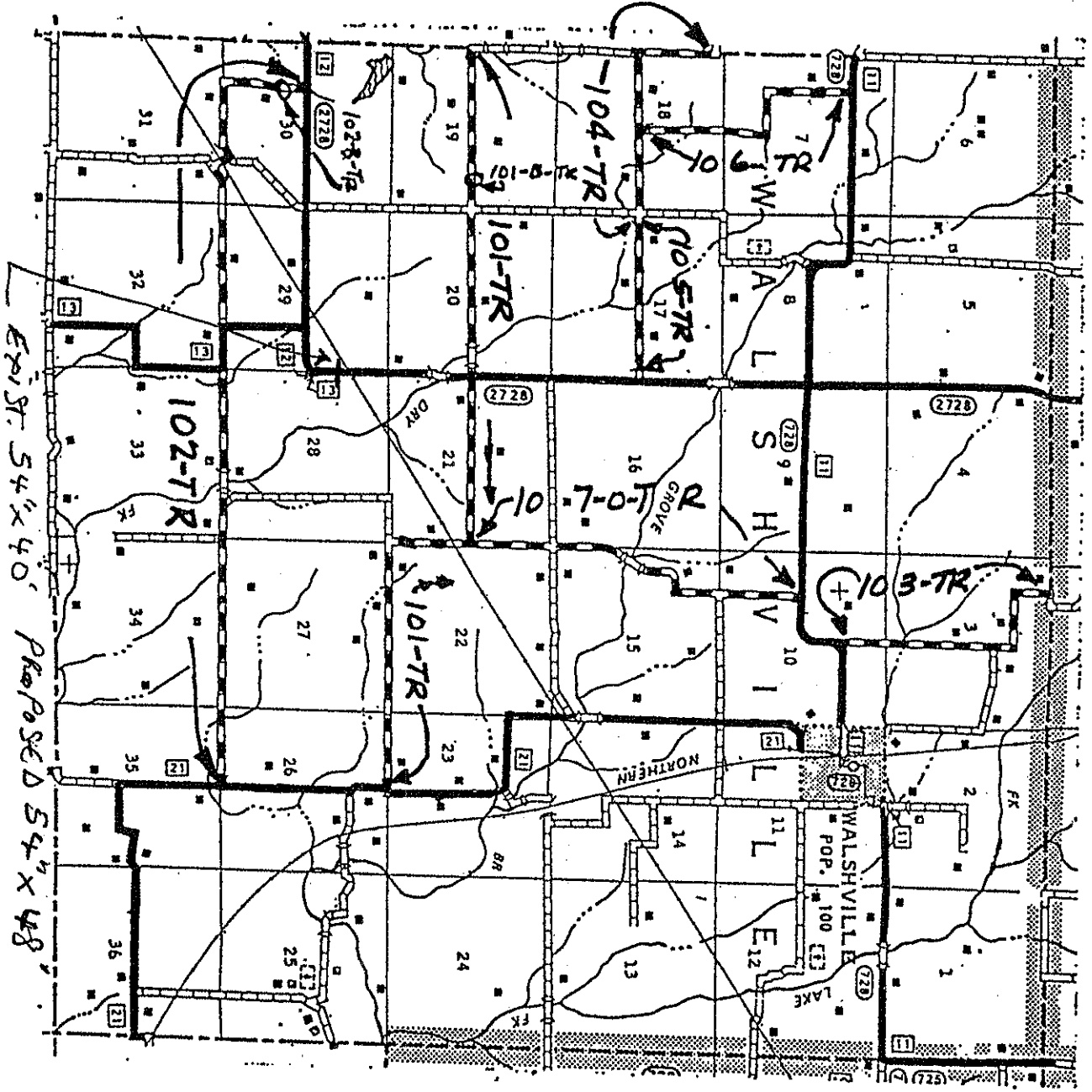
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of November, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of November, AD, 2000.

*Sandy Leithaiser*  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

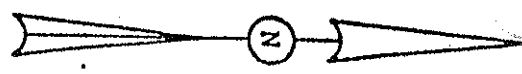
COST BREAKDOWN:  
Montgomery County 100%



E 201 ST. 54' x 40' PROPOSED 54' x 48'

935-B-CA

WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N





**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
AMENDING RESOLUTION # 67-00  
(Original Resolution #53-00 Dated 07/11/00 for \$7,000.00)  
(Amends Original Resolution By \$762.43)**

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

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

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

WHEREAS, The Road District of NORTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$3,881.21 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
NORTH LITCHFIELD	925 B-CA	See Attached Map	\$7,762.43

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of November, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of November, AD, 2000.

*Sandy Leithaiser*  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

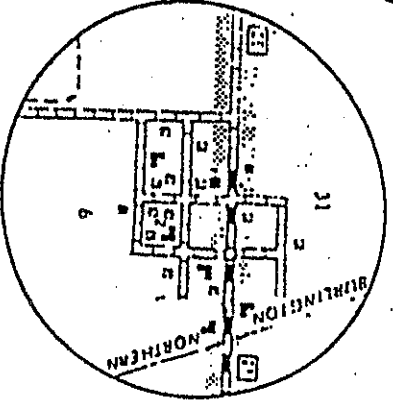
Montgomery County	50%
North Litchfield	50%

NEED 84' x 50'  
925-BCA

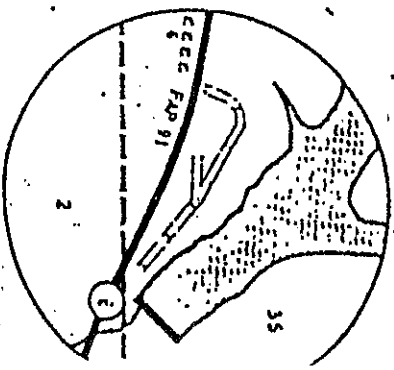


BOOK 2 PAGE 82

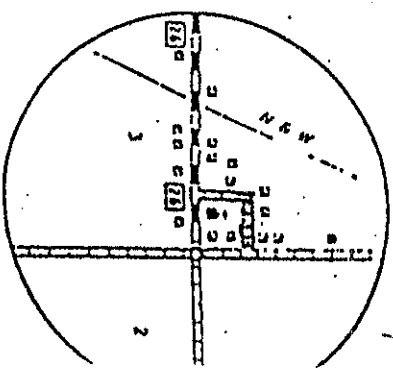
NORTH LITCHFIELD  
Township  
Montgomery County  
R-5W, T-9N



T9R10N R5W  
BARNETT



T8R9N R5W



T9N R5W  
HONEY BEND

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
 AMENDING RESOLUTION # 68-00  
 (Original Resolution #20-00 Dated 03/14/00 For \$4,500.00)  
 (Amends Original Resolution By \$275.68)  
 AMENDING RESOLUTION  
 FOR  
 COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES**

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

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

WHEREAS, The Road District of RAYMOND of Montgomery County has agreed to pay an amount of \$2,387.84 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
RAYMOND	902 B-CA Location B	Near NW Corner of SW ¼, SW ¼, NW ¼, Sec. 19, T-10N, R4W, 3 <sup>rd</sup> P.M.	\$4,775.68

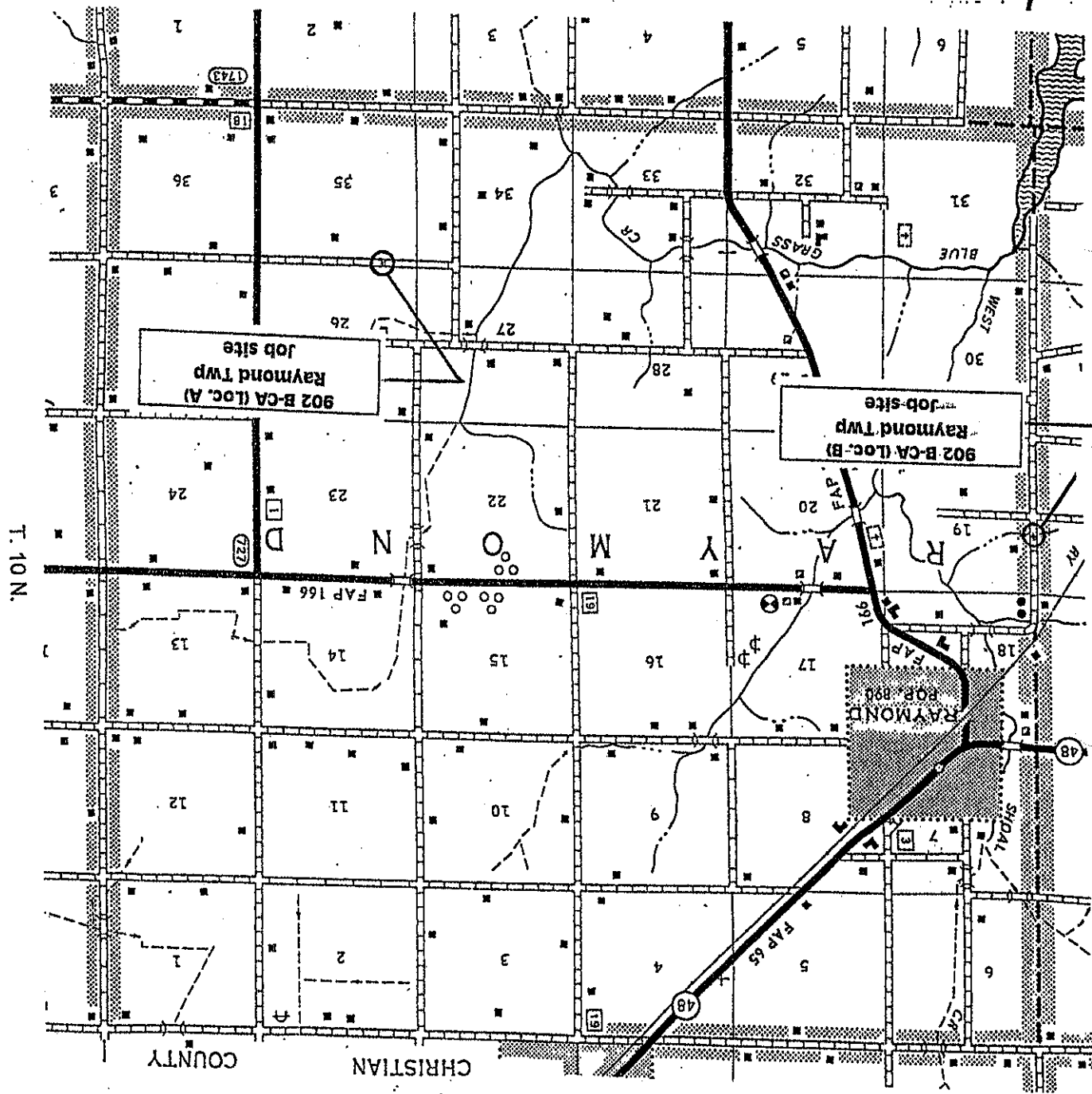
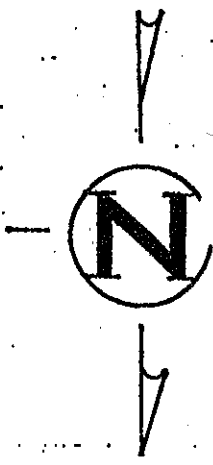
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of November, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of November, AD, 2000.

*Sandy Leithaiser*  
 \_\_\_\_\_  
 SANDY LEITHEISER, COUNTY CLERK

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



RAYMOND R. D.  
R. 4 W., T. 10 N.

R. 4 W.

CHRISTIAN

COUNTY

T. 10 N.

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 69-00**

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

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

*THAT the construction of Section 94-19118-00-BR, a Road & Bridge Improvement Project for Zanesville Road District Bridge Project 738 B-CA to be exempted from the requirements of County Resolution #1996-7.*

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of November, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of November, AD, 2000.

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

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 70-0

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

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

*THAT the construction of Section 99-14121-00-BR, a Road & Bridge Improvement Project for Rountree Road District Bridge Project 896 B-CA to be exempted from the requirements of County Resolution #1996-7.*

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on the 14th day of November, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of November, AD 2000.

  
SANDY LEITHEISER, COUNTY CLERK



Illinois Department of Transportation

County Maintenance Resolution

RESOLVED, by the County Board of MONTGOMERY County, that \$ 729,201.50 is appropriated from the Motor Fuel Tax allotment for the maintenance of the following sections or patrols located on county or State highways and meeting the requirements of the Illinois Highway Code.

Table with 4 columns: Section, Amount, Section, Amount. Row 1: 01-00000-00-GM, \$729,201.50

and be it further RESOLVED, that the above designated sections or patrols be maintained under the provisions of said Illinois Highway Code during the year ending December 31, 2001, and be it further RESOLVED, that the County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

Department of Transportation

District Engineer

STATE OF ILLINOIS

MONTGOMERY County,

ss.

I, SANDY LEITHEISER, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of MONTGOMERY County at its REGULAR meeting held at HILLSBORO on NOVEMBER 14TH, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said county at my office in HILLSBORO in said County this 14TH day of NOVEMBER, A.D. 2000

(SEAL)

Sandy Leithaiser County Clerk Ms. Sandy Leithaiser, Montgomery County Clerk

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
AMENDING RESOLUTION # 72-0  
(Original Resolution #54-00 Dated 07/11/00 for \$4,500.00  
(Amends Original Resolution By \$857.63

AMENDING RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$2,678.81 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	926 B-CA	See Attached Map	\$5,357.63

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

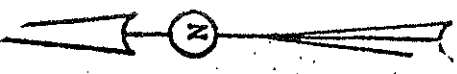
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 14th day of November, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 14th day of November, AD, 2000.

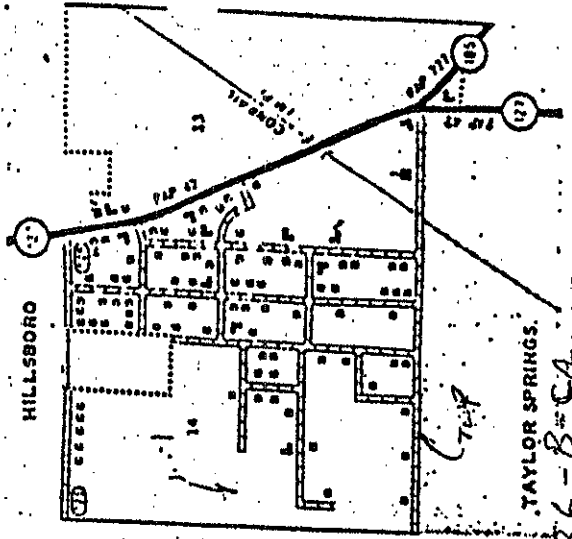
*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Hillsboro 50%

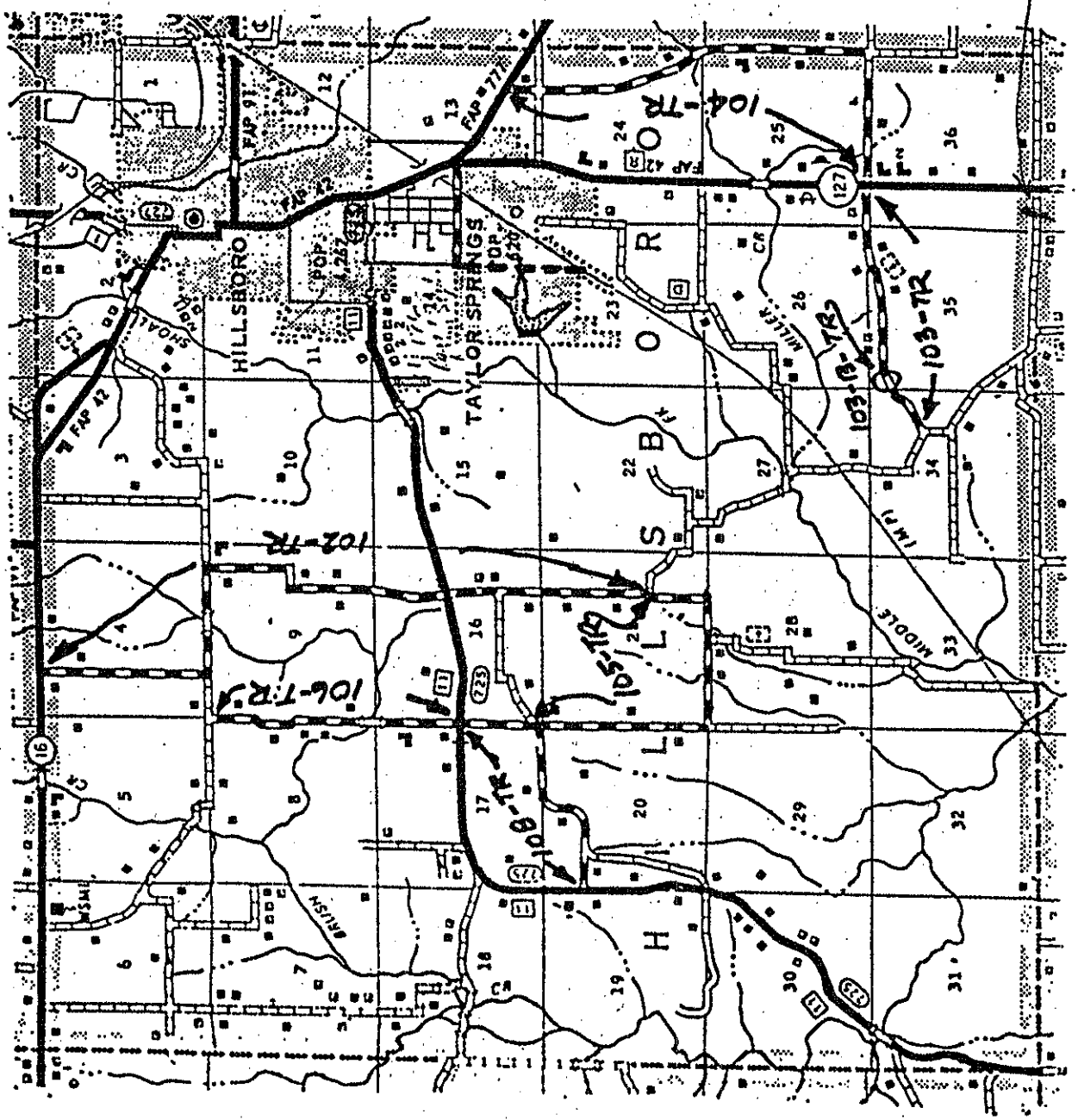




HILLSBORO  
Township  
Montgomery County  
R-4W, T-8N



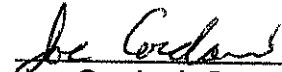
TAYLOR SPRINGS.  
926-B-CA  
54' AREA X 40''



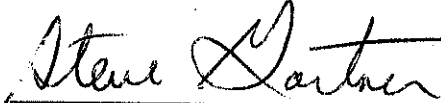


**ANNUAL BUDGET****COUNTY OF MONTGOMERY  
STATE OF ILLINOIS****FISCAL YEAR 2001****BEGINNING DECEMBER 1, 2000 AND ENDING NOVEMBER 30, 2001**

Approved and passed by the County Board of Montgomery County on this the 10th day of October 2000. This Budget is submitted by the Finance Committee of the County Board of Montgomery County.



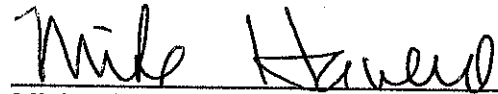
Joe Cordani, County Board Chairman



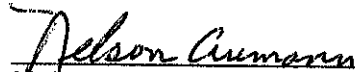
Steve Gartner, Finance Committee Chairman



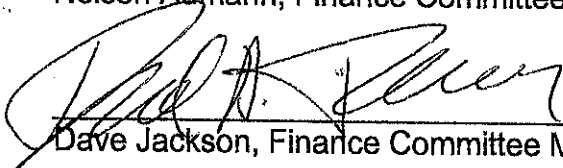
Bonnie Branum, Finance Committee Member



Michael Havera, Finance Committee Member



Nelson Aumann, Finance Committee Member



Dave Jackson, Finance Committee Member

RESOLUTION 00- 30**A RESOLUTION ADOPTING THE FISCAL YEAR 2001 FINANCIAL  
APPROPRIATION ORDINANCE**

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

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

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

**BE IT THEREFORE ADOPTED AND RESOLVED** by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2000, that the attached Financial Appropriation Ordinance for Fiscal Year 2001 which commences December 1, 2000 and ends November 30, 2001, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Fifteen Million, Seven Hundred Seventy Thousand, Five Hundred Sixty Three Dollars and No Cents. (\$15,770,563.00).

**PASSED** this 14th day of November, 2000.

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

**ATTEST:**

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

**AYES:** 19

**NAYES:** 0

**PRESENT:** 19

**ABSENT:** 0

**GENERAL CORPORATE TAX LEVY RESOLUTION**

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2000, after having ascertained the sum of Five Hundred Ninety Thousand Dollars and No Cents (\$590,000.00) as being necessary to be raised for General County purposes for the current taxable year.

**WHEREFORE**, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Five Hundred Ninety Thousand Dollars and No Cents (\$590,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Five Hundred Ninety Thousand Dollars and No Cents (\$590,000.00) provided that the per cent of levy shall not exceed .2025 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

**APPROVED and ADOPTED** this 14th day of November, 2000.

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

**ATTEST:**

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

**AYES:**

**NAYES:**

**PRESENT:**

**ABSENT:**

RESOLUTION 00-28

COUNTY HEALTH DEPARTMENT TAX LEVY RESOLUTION

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2000, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00) is necessary.

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

APPROVED and ADOPTED this 14th day of November, 2000.

*Joe Cordani*  
CHAIRMAN JOE CORDANI

ATTEST:

*Sandy Leitheiser*  
COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 00-27

ILLINOIS MUNICIPAL RETIREMENT FUND TAX LEVY RESOLUTION

WHEREAS, it has been ascertained that the sum of Two Hundred Seventy Nine Thousand Five Hundred Dollars and No Cents (\$279,500.00) 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 RESOLVED that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Two Hundred Seventy Nine Thousand Five Hundred Dollars and No Cents (\$279,500.00) 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 per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Two Hundred Seventy Nine Thousand Five Hundred Dollars and No Cents (\$279,500.00). 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 14th day of November, 2000.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 00- 26

SOCIAL SECURITY EMPLOYER CONTRIBUTION FUND  
TAX LEVY RESOLUTION

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in adjourned session of its annual September meeting of the year 2000, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/21-10, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Eighty Eight Thousand, Five Hundred Dollars and No Cents (\$188,500.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such per cent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of One Hundred Eighty Eight Thousand, Five Hundred Dollars and No Cents (\$188,500.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to all other taxes which the County of Montgomery is now or may hereafter be authorized to levy upon all taxable property within the County, and shall be exclusive of and in addition to the amount of tax levied for general county purposes as the same may be limited by any law of the State of Illinois.

APPROVED and ADOPTED this 14th day of November, 2000.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:



**RESOLUTION FOR THE LEVY OF A TAX FOR PAYING THE COSTS OF INSURANCE PREMIUMS FOR SPECIFIC PURPOSES**

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

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

WHEREAS, this County has duly adopted an Appropriation Ordinance for the fiscal year 2001 for the specific uses and purposes hereinafter set forth.

NOW THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois, that there be and there is hereby levied upon all the taxable property in this County, as equalized or assessed by the Department of Revenue, of the State of Illinois, for the current taxable year, the sum of Four Hundred Forty Six Thousand Dollars and No Cents (\$446,000.00) for the payment of insurance premiums for the protection of said county against liability which may be imposed upon it under the provisions of:


The Workmen's Compensation Act of the State of Illinois,

The Unemployment Insurance Act of the State of Illinois, and

Property and Liability Insurance.

BE IT FURTHER RESOLVED that the County Clerk of this County shall extend this tax for the current taxable year upon all taxable property in Montgomery County, Illinois, as the same is equalized or assessed by the Department of Revenue of this State, at a rate which will produce the amount of this levy and this tax shall be levied and collected in like manner with the general taxes of this County and this tax shall be and is exclusive of and in addition to the amount of tax levied for general County purposes. All monies derived from this levy shall be used for no other purpose than that set out herein.

APPROVED and ADOPTED this 14th day of November, 2000.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 00- 24

TUBERCULOSIS CARE AND TREATMENT FUND TAX LEVY RESOLUTION

BE IT RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2000 after having ascertained the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Sixty Thousand Dollars and No Cents (\$60,000.00) provided that the per cent of levy shall not exceed .075 per cent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 14th day of November, 2000.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 00- 25

COUNTY HIGHWAY FUND TAX LEVY RESOLUTION

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) and for the specific purposes hereinafter set forth:

For the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained by said County.....\$293,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in adjourned session of its annual September meeting of the year 2000 that there be and there is hereby levied against all taxable property in the County of Montgomery, State of Illinois, for the current taxable year, and to be known as and held in the County Highway Fund the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00), and the County Clerk is hereby authorized to extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Two Hundred Ninety-three Thousand Dollars and No Cents (\$293,000.00) , provided that the per cent of levy shall not exceed .10 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED by the County Board of Montgomery County, Illinois, this 14th day of November, 2000.

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

ATTEST:

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

AYES:

NAYES:

PRESENT:

ABSENT:

**RESOLUTION FOR COUNTY HIGHWAY FEDERAL AID MATCHING FUND TAX LEVY**

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County that there be and there is hereby levied against all of the taxable property in the County of Montgomery for the current taxable year the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) for the purpose of providing funds to pay the proportionate share of Montgomery County of the expenses in constructing highways in the Federal Aid Secondary System as is provided by law.

**BE IT FURTHER RESOLVED** that the County Clerk of Montgomery County extend such per cent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00). The tax provided for herein shall be levied and collected in like manner with the general taxes of the County of Montgomery and shall be in addition to the maximum of all other County taxes which the County is now or may hereafter be authorized by statute to levy upon the aggregate value of all taxable property within the County.

Said tax, shall not be extended at a rate exceeding .05 per cent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate per cent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

**APPROVED and ADOPTED** by the County Board of Montgomery County, Illinois this 14th day of November, 2000.

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

**ATTEST:**

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

**AYES:**

**NAYES:**

**PRESENT:**

**ABSENT:.**

RESOLUTION 00. 32

RESOLUTION FOR SPECIAL AID TO COUNTY BRIDGE TAX LEVY

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County that for the following purposes and in the following amounts:

For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$146,500.00

That there be and there is hereby levied against all of the taxable property in the County of Montgomery, State of Illinois for the current taxable year, and to be known as and held in the "County Bridge Fund" the sum of One Hundred Forty-six Thousand, Five Hundred Dollars and No Cents (\$146,500.00) provided that the per cent of levy shall not exceed .05 per cent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED by the County Board of Montgomery County, Illinois this 14th day of November, 2000.

*Joe Cordani*  
CHAIRMAN JOE CORDANI

ATTEST:

*Sandy Leitheiser*  
COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 00- 34

RESOLUTION FOR THE LEVY OF A TAX FOR PAYING THE PUBLIC BUILDING COMMISSION COUNTY COURT BUILDING LEASE

WHEREAS, there are adequate funds available to Montgomery County to pay Four Hundred Eighty Thousand, Eight Hundred Fifty-five Dollars and No Cents (\$480,855.00) toward the County Court Building lease payments between Montgomery County and the Montgomery County Public Building Commission, for the assessment year 2000 payable in 2001, and

THEREFORE, be it resolved that an amount of \$480,855.00 be extended for the County Court Building lease payment in the assessment year of 2000 payable 2001.

This Resolution passed this 14th day of November, 2000.

*Joe Cordani*  
CHAIRMAN JOE CORDANI

ATTEST:

*Sandy Leithaiser*  
COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

## RESOLUTION 00-33

## COUNTY EXTENSION SERVICE TAX LEVY RESOLUTION

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2001; and

WHEREAS, a majority of the electors of Montgomery County have voted to adopt a levy for funding of the extension service program, pursuant to the County Cooperative Extension Law, Illinois Compiled Statutes, Chapter 505, Section 45, et. seq, and

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$121,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in adjourned session of its annual September meeting of the year 2000, after having ascertained the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00) and the County Clerk is hereby authorized to extend such per cent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of One Hundred Twenty-one Thousand Dollars and No Cents (\$121,000.00), provided that the per cent of levy shall not exceed .05 per cent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 14th day of November, 2000.

  
CHAIRMAN JOE CORDANI

ATTEST:

  
COUNTY CLERK SANDY LEITHEISER

AYES:

NAYES:

PRESENT:

ABSENT:

**STATE'S ATTORNEYS APPELLATE PROSECUTOR RESOLUTION**

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

**WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor Act", Public Act 80-1, 1st Special Session, Illinois Compiled Statutes, Chapter 725, Section 210/1 et. seq., approved December 3, 1977, as amended; and,**

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

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

**WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2001, which funds will provide for the continued operation of the Agency.**

**NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board, in regular session, this 14th day November 2000 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.**

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



BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2001, commencing December 1, 2000, and ending November 30, 2001; by hereby appropriating a sum of money not to exceed \$11,000.00 for the express purpose of providing a portion of the funds required for financing the operation of the State's Attorneys Appellate Prosecutor, and agrees to deliver same to the Agency on request during the 2001 Fiscal Year.

PASSED and ADOPTED by the County Board of Montgomery County, Illinois, this 14th day of November, 2000.

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

ATTEST:

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

AYES:

NAYES:

PRESENT:

ABSENT:

RESOLUTION 00- 35

**BE IT HEREBY RESOLVED** by the County Board of Montgomery County that the following salaries for the Fiscal Year 2001 beginning December 1, 2000 and ending November 30, 2001 are set for the following department heads:

<b>SUPERVISOR OF ASSESSMENTS</b>	<b>\$ 35,924.00</b>
<b>PROBATION OFFICER</b>	<b>\$ 49,368.00</b>
<b>ASSISTANT PROBATION OFFICERS</b>	<b>\$120,069.00</b>

**PASSED** this 14th day of November, 2000.

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

**ATTEST:**

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

**AYES:**

**NAYES:**

**PRESENT:**

**ABSENT:**

## Internet Use Policy

The Personnel Committee of the Montgomery County Board has approved the following Internet Use Policy at their October 25th, 2000 regular meeting. Each employee is required to read and sign the following: This will be kept in each employee file. If an employee chooses not to sign this policy, Internet software will be removed from their computer. These guidelines have been approved and adopted into the Personnel Manual.

### The guidelines:

In accepting the installation of software to access the Internet on his/her PC, the employee whose signature appears below agrees to conform to the following guidelines regarding Internet access.

1. The employee acknowledges that Internet access is being provided solely to assist in gaining access to information and materials that are related to the execution of the employee's job duties, and agrees to restrict Web activities to sites pertaining thereto.
2. The employee agrees that Internet access will not be used to generate correspondence or materials that would be construed as fraudulent, illegal, harassing, obscene, indecent, profane or intimidating.
3. The employee agrees not to augment Web browser software (or any county-provided software package) with externally generated programs or add-ons that potentially could introduce viruses into the county's computer environment.
4. In the course of accessing and utilizing materials found on the Internet, the employee agrees to comply with any copyright or licensing laws pertaining thereto.
5. The employee agrees not to download from the Internet, and/or circulate among other county staff, any programs or accessories not specifically authorized for use by the Department of Information Services.
6. The employee recognizes that the information on the County Internet usage is a matter of public record and that no user is assured anonymity regarding their degree of Internet usage and the specific sites visited.
7. The employee agrees to close Web browser software and thereby disconnect from the Internet when not actively engaged in Web research, thus reducing the usage of the County's Internet connection.
8. The employee acknowledges that failure to comply with the above criteria may result in the removal of Internet software and any other disciplinary measures deemed appropriate by the employee's supervisor.

Employee \_\_\_\_\_ Date \_\_\_\_\_

**Montgomery County**  
**Coordinated Services Office**

Date: October 15, 2000

To: Employees of the Office of the Montgomery County Coordinator

From: Chris Daniels, Montgomery County Coordinator

Subject: Procedures for Internal Operations of the Office of the  
Montgomery County Coordinator

This document is part of what is to become an ongoing effort to upgrade internal operations and customer service of the Office of the Montgomery County Coordinator, hereafter referred to as the "Coordinated Services Office". The following policies and procedures will be adhered to when performing work duties under the Coordinated Services Office. Should these procedures conflict with the County Handbook, the Handbook will have precedence. Though final and conclusive, these procedures are subject to amendment by the County Coordinator. It will be the responsibility of each employee to be aware of any amendment(s). Deviation from these procedures by an employee must be approved in writing by the County Coordinator. A copy of these procedures will be signed and dated by each employee and that copy will be placed in the employee's file maintained by the Coordinator. Even though certain procedures stated may not pertain directly to an employee's work duties, it is expected of an employee to be familiar with not only the procedure, but the terminology and phraseology of any and all operations of the Coordinated Services Office. This familiarity will enhance the ability of the Coordinated Services Office to better serve the County Offices and the public. As always, discussion and comments to improve Customer Service to County Offices and the General Public, by the Coordinated Office employees is encouraged.

**DEFINITION OF "COORDINATED SERVICES OFFICE"**

*To Provide Maintenance, Custodian, Computer Repair & Recycling Service to All County Offices and to provide service to the general public that utilize County Services.*

The Montgomery County Board has approved and passed the attached job descriptions and Organization chart for the Coordinated Services Office at their full board meeting that was held on Tuesday, October 10<sup>th</sup>, 2000.

**Employees of the Coordinated Services are as follows:**

County Coordinator  
Administrative Assistant  
County Computer Technician  
Building & Grounds Maintenance  
Building & Grounds Custodian (per direction of the Sheriff)  
Solid Waste Inspector / Recycling Center Supervisor  
Recycling Center Crew Leader  
Recycling Center Driver  
Recycling Center Laborer  
Recycling Center Laborer  
County Animal Control

Chris Daniels  
Debra Wright  
Bill Purcell  
Lloyd Meyer  
Larry Moore  
Duane Weller  
Ray Shroyer  
Scott Richardson  
Todd Fox  
Jimmy Acosta  
Jerry Tate

**General:**

1. A good customer service attitude towards all County Office Holders, County Employees and the Public should always be displayed. All efforts will be made to provide good quality, friendly and timely service to all County Offices, County Board Members and Customers. In working with other County Employees, and the public, all employees should adhere to the basic rule to "Be Cordial, but stay productive." To use work hours wisely, avoid lengthy conversations with other county staff, regular users of office services, and customers who may be personal acquaintances.
2. Courtesy with respect for the physical and mental well being of others is a demand placed on each Coordinated Service Office employee and the Coordinator. If an offense does occur, surely it will be an unintentional error and / or mistake, but if it does occur, it is expected to be revealed and handled with professional courtesy and personal respect to all involved.
3. The Coordinated Service Office is to provide service to the County Courthouse staff and general public within the guidelines and procedures set by law and humanity. Any employee confronted with a situation outside these guidelines is to refer the matter immediately to the Coordinator.
4. A personnel file will be kept on each employee of the Coordinated Services Office. The files will contain, but will not be limited to, a signed copy of Internal Procedures of the Coordinated Service Office, payroll information, time and attendance forms, internal office memorandums, documentation of disciplinary actions, etc... The files will be maintained by the Coordinator. An employee of the Coordinated Services Office may review their personnel file within 24 hours or by the next working day, whichever is later, of their verbal request to the Coordinator.
5. Keys to Courthouse Buildings, Recycling Centers, maintenance and recycling facility vehicles will be inventoried and a copy labeled and stored in a designated area in the Coordinated Services Office.
6. Each work area should be kept neat and orderly. The Building & Grounds Maintenance personnel and Recycling Center personnel will make every effort to keep all facilities clean and safe for the County employees and the general public's use.
7. The County Coordinator and the Recycling Center Supervisor will decide who will or who will not be a customer of the County Recycling Program.
8. Personnel Issues for Recycling Center Employees will only be handled by the County Coordinator and the Recycling Center Supervisor.
9. All full time employees of the Coordinated Service Office that drive for County Business must have a valid drivers license. Employees that drive the Yellow Recycling truck are required to have a CDL driver's license.
10. Coordinated Services employees will fill out the proper "Fuel Log" when getting fuel for County Vehicles at the Highway Department.
11. Trips to State and Federal Surplus Goods must be approved by the Coordinator and only purchases for County Business will be made.

12. All mileage related expenses in an employee's personal vehicle must be approved by the Coordinator prior to trips, in order to keep mileage costs in line with the budget. For E.P.A. Recycling and Maintenance, all efforts should be taken to use a County Vehicle for transportation. Proper detailed mileage logs will be kept on the each employee's daily work sheet.
13. Any purchase other than janitorial supplies over \$25.00 must be approved by the Coordinator.
14. Any problems or concerns regarding work related issues should be brought to the attention of the Coordinator. Coordinated Service Employees should discuss work related problems and concerns with the Coordinator and the Recycling Center Supervisor so as not to disrupt work or upset other employees.

#### TIME AND ATTENDANCE:

1. All forms or time cards relating to time and attendance shall be executed properly, signed by each employee and turned in by 2:00 PM every other Friday. The Coordinator will verify and certify all time and attendance information and submit payroll vouchers to the Payroll Clerk in the Treasurer's Office.
2. All employees will notify the Coordinator when they will be away from the work area or Courthouse Complex. The Recycling Center employees will provide a weekly schedule of when they will be out on routes. The Coordinator or Recycling Supervisor/Solid Waste Inspector may change the route schedule.
3. Employees should work together to take all time off so that Office procedures are not disrupted in their absence. A calendar located in the Coordinator's Office will be used for employees to record when they will be off work. Employees of the Coordinated Service Office with unique job duties that do not overlap other employee duties, may take vacation or time off with a written "Request for Planned Leave Notice." Employees that work at the Recycling Facility and Building & Grounds, should not plan the same days off as to hinder work being completed in these areas. In the later instance, an employee who is first to submit their approved "Request for Planned Leave" to the Coordinator will have first priority. The only exception will be for an emergency or approval of the Coordinator.
4. The "Request for Planned Leave" form will be submitted to the Coordinator for approval before the employee takes time off.
5. Coordinated Services Employees will follow the County Holiday Schedule for days off unless maintenance personnel is called in for emergency purposes only. The Recycling Center employees will not work on scheduled County holidays. The Recycling center employees will not work on weekends unless authorized by the Coordinator and the Recycling Center Supervisor.
6. The Policy set forth in the Employee Handbook regarding Vacation and Probationary Periods will be upheld: After one year of service, employee is entitled to two (2) weeks vacation, etc. The probationary period for new employees is six (6) months. There will be no deviations from the Employee Handbook as it is written.
7. Vacation time, sick time, and personal time is credited at the beginning of each calendar year and will be earned for a period of December 1<sup>st</sup> through November 30<sup>th</sup>. All vacation time, personal time and compensatory time must be used by November 30<sup>th</sup> or it will be forfeited. It will not be allowed to accumulate. There is a provision for hourly employees to earn compensatory time.

Earning of compensatory time must have prior written or verbal approval by the Coordinator.

There is an appropriate form to be completed and submitted for requesting compensatory time.

Compensatory time is not accumulative and must be used before the fiscal year ends on November 30th or it will be forfeited. All Sick time may be accumulated. Current practice is the County Board will buy up to one hundred accumulated sick days at fifteen (\$15) dollars a day when you retire or resign from your job.

8. All Recycling Employees are paid on an eight-hour day basis with a 40 hour workweek, with ½ hour unpaid lunch. Hours of operation at the Hillsboro Recycling Facility will be established to provide adequate customer service and for trucks picking up recycled goods, by the H.W.E. Committee. Workdays are Monday through Friday, unless there is a scheduled County Holiday. The Recycling Facility will keep a daily work sheet of work performed and turned in on a daily basis to the Recycling Supervisor/Solid Waste Inspector. Daily Log sheets to be completed will include customer sites picked up that day, the number of bales made per type of recycled item and report on shipments made.
9. The Maintenance Personnel are paid on an eight-hour day basis with a 40 hour work week, with a one (1) hour unpaid lunch. Hours of operation will be from 7:30 AM to 4:30 PM, Monday through Friday when the County Courthouses are open for business. The Maintenance Personnel will be on an on-call basis to cover emergencies only. A daily log sheet for work performed will be filled out completely and turned in daily to the Coordinator. A biweekly schedule for upcoming maintenance projects will be kept. Compensatory time may be accumulated only with prior approval of the Coordinator and for Emergency Call-Ins.
10. Appointed Employees in the Coordinated Services Office will adhere to the assigned work week as set by the County Board. Appointed Employees of the Coordinated Services Office include the County Coordinator, Solid Waste Inspector/Recycling Supervisor and the County Computer Technician. Compensatory time will also be at the discretion of the County Board for Appointed Employees. (Comp-time will be pre-approved by the Coordinator and the proper forms will be submitted for requesting compensatory time off.) Daily work logs with time spent and miles driven for County Work versus E.P.A. work, will be kept and turned at the end of each day to the Coordinator.
11. All Employee hiring and dismissals for the Coordinated Services Office will be made by the County Coordinator. The County Coordinator may delegate this to the Recycling Supervisor/Solid Waste Inspector for Recycling Center Employees only.
12. If directions given to an employee by the Coordinator are unclear or contradictory, it is the responsibility of the employee to bring it to the attention of the County Coordinator.

#### LEGAL:

1. In the performance of their assigned job duties, any Coordinated Service employee who willingly commits an infraction of the Procedures for Internal Operations (excluding fraud, misconduct and malfeasance) will be subjected to an oral reprimand. An infraction subsequent to an oral reprimand will cause a written reprimand to be placed in the personnel file of the employee. An infraction subsequent to a written reprimand will result in termination of the employee and if necessary an investigation of the infraction by the appropriate party(s).

- 2. A Coordinated Service Employee who is found to have committed fraud, misconduct or malfeasance will be immediately terminated and subject to investigation by the appropriate party(s).
- 3. Coordinated Service Office procedure will follow the "Disciplinary Action" section of the County Employees Manual (attached). In addition to actions subject to discipline listed in this section, others are: Unauthorized use of workstation computer (Internet, Personal Correspondence, etc.) during work hours, and excessive personal telephone calls made or received during work hours. Personal Internet access is permissible only before or after work hours or on lunch breaks. The Internet Use Policy as adopted and implemented by the Personnel Committee will be adhered to.

**CERTIFICATION:**

I certify that I have read, understand, and accept all content of pages one (1) through four (5) of "PROCEDURES FOR INTERNAL OPERATIONS OF THE OFFICE OF THE MONTGOMERY COUNTY COORDINATOR."

Chris Daniels	Signature _____	Date: _____
Bill Purcell	Signature _____	Date: _____
Duane Weller	Signature _____	Date: _____
Lloyd Meyer	Signature _____	Date: _____
Ray Shroyer	Signature _____	Date: _____
Scott Richardson	Signature _____	Date: _____
Todd Fox	Signature _____	Date: _____
Jimmy Acosta	Signature _____	Date: _____
Debra Wright	Signature _____	Date: _____
Jerry Tate	Signature _____	Date: _____



**ORDINANCE ABATING REAL PROPERTY TAXES  
Abatement of Property Taxes on a Parcel per  
The Guidelines Authorized in Section 162 of the  
Revenue Act: State of Illinois**

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

Parcel ID # 04-001-216-00

Taxpayer – Livingston Pipe and Tube Inc. – 1612 Route 4 North, Staunton, IL 62088

Estimated Fair Market Value of Property (Tax Year 2001) AT 33.33% = \$200,000.

The abatement of taxes on this parcel is in acknowledgement of a request by Livingston Pipe and Tube Inc. – 1612 Route 4 North, Staunton, IL 62088 and is authorized by Section 162 of the Illinois Revenue Act.

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

- On 2001 taxes, payable in 2002, an abatement of 50% of the extension on the assessed valuation.
- On 2002 taxes, payable in 2003, an abatement of 45% of the extension on the assessed valuation.
- On 2003 taxes, payable in 2004, an abatement of 40% of the extension on the assessed valuation.
- On 2004 taxes, payable in 2005, an abatement of 35% of the extension on the assessed valuation.
- On 2005 taxes, payable in 2006, an abatement of 30% of the extension on the assessed valuation.
- On 2006 taxes, payable in 2007, an abatement of 25% of the extension on the assessed valuation.
- On 2007 taxes, payable in 2008, an abatement of 20% of the extension on the assessed valuation.
- On 2008 taxes, payable in 2009, an abatement of 15% of the extension on the assessed valuation.
- On 2009 taxes, payable in 2010, an abatement of 10% of the extension on the assessed valuation.
- On 2010 taxes, payable in 2011, an abatement of 05% of the extension on the assessed valuation.
- On 2011 taxes, payable in 2012, No Abatement. 100% of the assessed valuation will be payable.

PASSED THIS 14th day of November, 2000

AYES: 19 NAYES: 0 ABSENT: 2

Approved this 14th day of November, 2000.

*[Signature]*  
Signature of County Board Chairman

Title Chairman

*[Signature]*  
County Clerk & Recorder

Date 11/14/00

## Montgomery County Board Members

12/4/00

Name	Address	Telephone / Fax	Committee
Nelson Aumann	R 20114 IL Rte. 16 Nokomis, IL 62075	563-7528 home 563-2523 work 563-2111 fax	Finance, Personnel CEFS
Bonnie Branum	D 64 Horse Lane Fillmore, IL 62032	538-2298 home	Coordinating, Finance, Road & Bridge, MCWC
Joe Cordani	R 720 Yale Hillsboro, IL 62049	532-6868 home 532-2334 work	Economic Development Finance, WIB
Ronald Deabenderfer	D 117 E. Tremont Hillsboro, IL 62049	532-5139 home 532-2841 work	Economic Development ESDA, CES
John Downs	D 428 So. Hamilton Hillsboro, IL 62049	532-5546 home	Coordinating, Finance, Personnel
Jamee Dunn	R 1019 Bell Place Hillsboro, IL 62049	532-9992 home 532-2424 work	Economic Development Health Dept.
Robert Durbin	D 704 South Main Witt, IL 62094	594-7721 home	Coordinating, HWE Econ. Dev. UCCI
Charles Hampton	R 153 Goby Trail Waggoner, IL 62572	227-3666 home	Road & Bridge, ESDA
Mike Havera	D 582 W. Lincoln Ave. Nokomis, IL 62075	563-7850 home 226-4451 work 226-3511 fax	Coordinating
Edward Helgen	R 1504 North State Litchfield, IL 62056	324-3426 home	HWE, UCCI
Keith Horn	D 709 Old Quarry Trail Litchfield, IL 62056	324-6271 home	Economic Development West Cen. Dev.
David Jackson	R 910 No. Monroe Litchfield, IL 62056	324-5337 home	Building & Grounds, Personnel
Dennis Jagodzinski	D 607 East, P.O. Box 209 Taylor Springs, Ill 62089	532-3385 home	Coordinating, ESDA Econ. Dev. 911
Frank Komor	D 110 Worksaver Trail Litchfield, IL 62056	324-5197 home 324-6432 work	Road & Bridge, ESDA Building & Grounds
Roger Myers	R 8 Ida Street Hillsboro, IL 62049	532-5909 home 324-4102 work	Building & Grounds, HWE, West Cen. Dev
Dale Ogden	D 20113 Odgen Road Raymond, IL 62560	229-4483 home	HWE, ESDA, West Cen. Dev., IL Assoc of County Officials
Glenn Painter	D 4388 East Rt. 16 Litchfield, IL 62056	324-5120 home	Building & Grounds Coordinating, Road & Bridge Personnel - West Cen. Dev.
Don Petty	D 333 Lena Nokomis, IL 62075	563-2515 home	Building & Grounds, HWE, Senior Citizens
William E. Sielschott	D 704 No. Jackson Litchfield, IL 62056	324-5345 home	Coordinating, Finance, Personnel
David Webb	D P.O. Box 153 Waggoner, IL 62572	227-4459 home	Economic Development, WIB
Dale White	D 110 So. Pine, P.O. 305 Irving, IL 62051	533-4590 home	Road & Bridge, Building & Grounds

**MONTGOMERY COUNTY BOARD MEMBERS**  
**2000 -- 2002 Committee Assignments**

**Coordinating Committee: Mike Havera - Chairman**

*Meeting time: 5:00 PM Last Tuesday of the Month County Board Room*

Bonnie Branum, John Downs, Bob Durbin, Dennis Jagodzinski, Glenn Painter, Bill Sielschott

**Finance Committee: Chairman - Bill Sielschott**

*Meeting time: 8:00 AM Monday before Full Board Meeting County Board Room*

Nelson Aumann, Bonnie Branum, Joe Cordani, John Downs

**Economic Development: Chairman - Joe Cordani**

*Meeting time: 6:00 PM First Wednesday of the Month County Board Room*

Ron Deabenderfer, Jamee Dunn, Bob Durbin, Keith Horn, Dennis Jagodzinski, Dave Webb

**Road & Bridge Committee: Chairman - Bonnie Branum**

*Meeting time: 8:00 AM First Wednesday of the Month Highway Building*

Charles Hampton, Frank Komor, Glenn Painter, Dale White

**Building & Grounds Committee: Chairman - Glenn Painter**

*Meeting time: 9:00 AM First Friday of the Month County Board Room*

Dave Jackson, Frank Komor, Roger Myers, Don Petty, Dale White

**Personnel Committee: Chairman - John Downs**

*Meeting time: 8:00 AM Fourth Thursday of the Month County Board Room*

Nelson Aumann, David Jackson, Glenn Painter, Bill Sielschott

**Health Welfare & Elections: Chairman - Bob Durbin**

*Meeting time: 8:00 AM First Thursday of the Month County Board Room*

Ed Helgen, Roger Myers, Dale Ogden, Don Petty

**ESDA - Ambulance Committee: Chairman - Dennis Jagodzinski**

*Meeting time: 2:30 PM First Tuesday of the Month ESDA Office*

Ron Deabenderfer, Charles Hampton, Frank Komor, Dale Ogden

Montgomery County Water Company - Bonnie Branum

Extension Service - Ron Deabenderfer

United County Council of Illinois - Bob Durbin, Ed Helgen

West Central Dev. Council - Keith Horn, Roger Myers, Dale Ogden, Glenn Painter

CEFS - Nelson Aumann

Senior Citizens - Don Petty

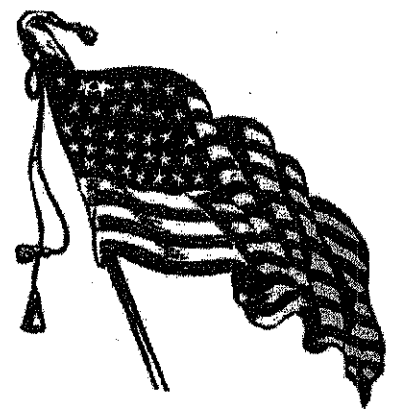
Health Department - Jamee Dunn

911 Board - Dennis Jagodzinski

Workforce Investment Board - Joe Cordani, Dave Webb

IL Association of County Officials - Dale Ogden

- 24.) All applications for financial assistance, positions and raising of salaries and on all propositions to appropriate money from the County Treasury, shall be taken by "Ayes" and "Nays" and entered on the records of the meeting.
- 25.) 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.
- 26.) Any person, persons or organizations wishing to appear before the Board must notify the County Clerk of such request by 4:00 p.m. on the Thursday before the Board meeting on Tuesday. Persons may also speak before the board at the discretion of the Chairman.
- 27.) Any unusual voucher shall not be paid without majority approval of the appropriate committee of the Board.
- 28.) Any vacancy in the County Board Chairmanship shall be filled by the Vice Chairman, who shall be appointed by the Chairman.
- 29.) The County Board Chairman and a Committee Chairman may sign a voucher up to \$2,000.
- 30.) Members wishing to submit questions to the State's Attorney, shall submit the question to the appropriate Committee Chair, or if applicable, to the Board Chairman for submission to the State's Attorney.



# RULES OF ORDER

of the

# COUNTY BOARD

of

# MONTGOMERY COUNTY ILLINOIS

2000 - 2002

**Michael A. Havera  
Chairman**

**Dennis Jagodzinski  
Vice Chairman**

**Sandy Leitheiser  
County Clerk**

### COMMITTEE ASSIGNMENTS

**COORDINATING COMMITTEE:**

Mike Havera - Chairman Bonnie Branum, John Downs, Bob Durbin, Dennis Jagodzinski, Glenn Painter, Bill Sielschott

**FINANCE COMMITTEE:**

Bill Sielschott - Chairman Nelson Aumann, Bonnie Branum, Joe Cordani, John Downs

**ROAD AND BRIDGE COMMITTEE:**

Bonnie Branum - Chairman Charles Hampton, Frank Komor, Glenn Painter, Dale White

**PERSONNEL COMMITTEE:**

John Downs - Chairman Nelson Aumann, David Jackson, Glenn Painter, Bill Sielschott

**ESDA - AMBULANCE COMMITTEE:**

Dennis Jagodzinski - Chairman Ron Deabenderfer, Charles Hampton, Frank Komor, Dale Ogden

**HEALTH, WELFARE & ELECTION COMMITTEE:**

Bob Durbin - Chairman Ed Helgen, Roger Myers, Dale Ogden, Don Petty

**BUILDING & GROUNDS COMMITTEE:**

Glenn Painter - Chairman Dave Jackson, Frank Komor, Roger Myers, Don Petty, Dale White

**ECONOMIC DEVELOPMENT COMMITTEE:**

Joe Cordani - Chairman Ron Deabenderfer, Jamee Dunn, Bob Durbin, Keith Horn, Dennis Jagodzinski, Dave Webb

Montgomery County Water Company - Bonnie Branum

Extension Service - Ron Deabenderfer

United County Council of Illinois - Bob Durbin, Ed Helgen

West Central Development Council - Keith Horn, Roger Myers, Dale Ogden, Glenn Painter

CEFS - Nelson Aumann

Senior Citizens - Don Petty

Montgomery County Health Department - Jamee Dunn

9-1-1 Board - Dennis Jagodzinski

Workforce Investment Board - Joe Cordani, Dave Webb

IL Association of County Officials - Dale Ogden

**MEMBERS OF THE COUNTY BOARD**

**DISTRICT 1**

Dale Ogden, 20113 Ogden Rd, Raymond, IL 62560.....229-4483  
 David L. Webb, PO Box 153, Waggoner, IL 62572.....227-4459  
 Charles Hampton, 153 Goby Trl, Waggoner, IL 62572..227-3666

**DISTRICT 2**

Mike Havera, 582 W. Lincoln Ave, Nokomis, IL 62075..563-7850  
 Don Petty, 333 Lena, Nokomis, IL 62075.....563-2515  
 Nelson Aumann, 20114 IL Rte 16, Nokomis, IL 62075..563-7528

**DISTRICT 3**

Bonnie L. Branum, 64 Horse Ln, Fillmore, IL 62032.....538-2298  
 Dale L. White, 110 S. Pine St, Irving, IL 62051.....533-4590  
 Robert L. Durbin, 704 S. Main St., Witt, IL 62094.....594-7721

**DISTRICT 4**

Dennis Jagodzinski, 607 E St, Box 209, Taylor Springs 532-3385  
 Joe Cordani, 720 Yale St., Hillsboro, IL 62049.....532-6868  
 Roger L. Myers, 8 Ida St, Hillsboro, IL 62049.....532-5909

**DISTRICT 5**

Glenn Painter, 4388 E. Route 16, Litchfield, IL 62056....324-5120  
 Keith Horn, 709 Old Quarry Tr, Litchfield, IL 62056.....324-6271  
 Frank Komor, 110 Worksaver Trail, Litchfield, IL 62056.324-5197

**DISTRICT 6**

Ronald Deabenderfer, 117 E. Tremont, Hillsboro, 62049.532-5139  
 John Downs, 428 S. Hamilton, Hillsboro, IL 62049.....532-5546  
 Jamee Dunn, 1019 Bell Pl, Hillsboro, IL 62049.....532-9992

**DISTRICT 7**

Bill Sielschott, 704 N. Jackson, Litchfield, IL 62056.....324-5345  
 Edward Helgen, 1504 N. State St, Litchfield, IL 62056...324-3426  
 David Jackson, 910 N. Monroe, Litchfield, IL 62056.....324-4841

**RULES OF ORDER**

1.) 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**

- Circuit Clerk's Report
- County Treasurer's Report
- County Clerk and Recorder's Report
- Sheriff's Report
- Health Department Report
- T.B. Department Report
- Public Defender's Report
- Probation Office's Report
- 911 Report - Approval of 9 Reports

**Committee Report**

- Road and Bridge Committee Report
- Finance Committee Report
- HWE Committee Report
- Personnel Committee Report
- Economic Development Committee Report
- Building & Grounds Committee Report
- ESDA/Ambulance Committee Report - Approval of 7 Reports

**Other Procedures**

- Chairman's Report
- Mention of any meeting changes
- Special Announcements
- Motion to approve and pay all bills

**Adjourn**

**ALL BOARD MEETINGS: 8:30 am 2nd Tuesday of Each Month**

- 2.) All questions relating to the priority of business shall be decided without debate.
- 3.) The Chairman shall preserve order and decide questions of order subject to an appeal to the board without debate.
- 4.) When two or more members speak at once, the Chair shall name the member who is entitled to the floor.
- 5.) 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, nor more than 5 minutes the second time. The member shall stand whenever he speaks on a question.
- 6.) A member called to order whether by the Chair or by any member of the Board, shall immediately take his/ her seat, unless permitted to explain, and if there is no appeal, the decision of the Chair shall be conclusive.
- 7.) Every member present on putting of a question shall vote thereon, unless excused by the Chair or unless he/ she is directly interested.
- 8.) 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.
- 9.) When a blank is to be filled and different sums and times are proposed, the question shall first be discussed upon the largest sum and longest time.
- 10.) A motion to adjourn is always in order and shall be decided without debate unless a question of time to adjourn occurs.
- 11.) All committees shall be appointed by the Chair.
- 12.) All Committees shall report with the statement of facts and the opinion of the majority.
- 13.) 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.
- 14.) 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.
- 15.) 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. A roll call may be had on any question on request of any one member.
- 16.) A bill may be referred to a committee without reading.
- 17.) The Chairman may, at his/her option, have his name called on any roll call.
- 18.) All questions shall be decided by a majority vote unless otherwise specified in the rules.
- 19.) There shall be seven (7) standing committees. Each member shall be on at least one committee. The Chairman or his/her designee shall be an ex-officio member of each committee.
- 20.) 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.
- 21.) 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 25th of the preceding month.
- 22.) The rules may be suspended in any particular case by a two-thirds vote of the members present.
- 23.) 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.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 74-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of GRISHAM of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
GRISHAM	936 B-CA	See Attached Map	\$2,500.00

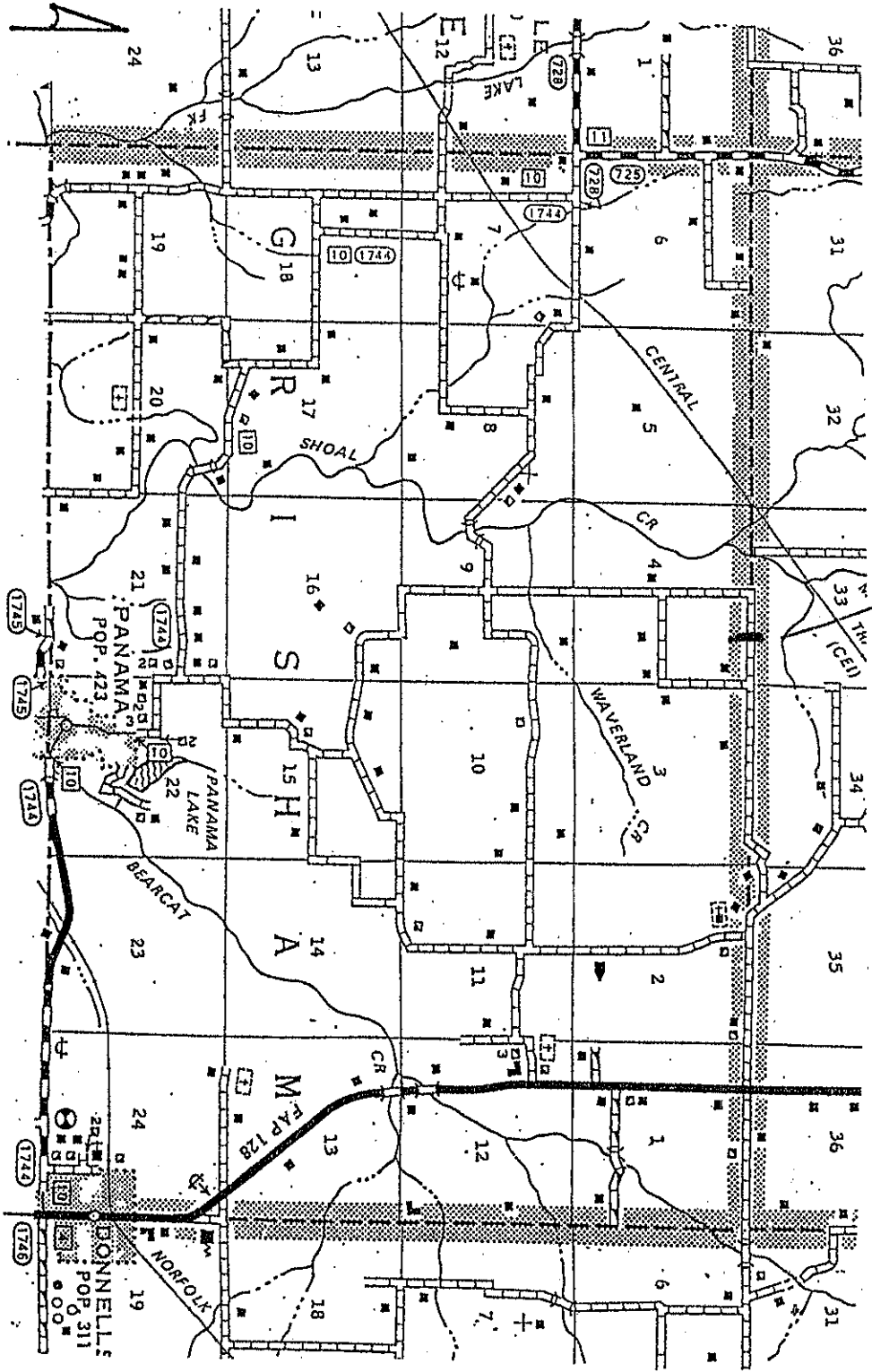
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of December, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of December, AD, 2000.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Grisham 50%



T. 7 N.

936  
B-CA

R. 4 W.

GRISHAM R. D.  
R. 4 W., T. 7 N.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 75-00

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$2,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	937 B-CA	See Attached Map	\$4,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of December, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of December, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Hillsboro 50%

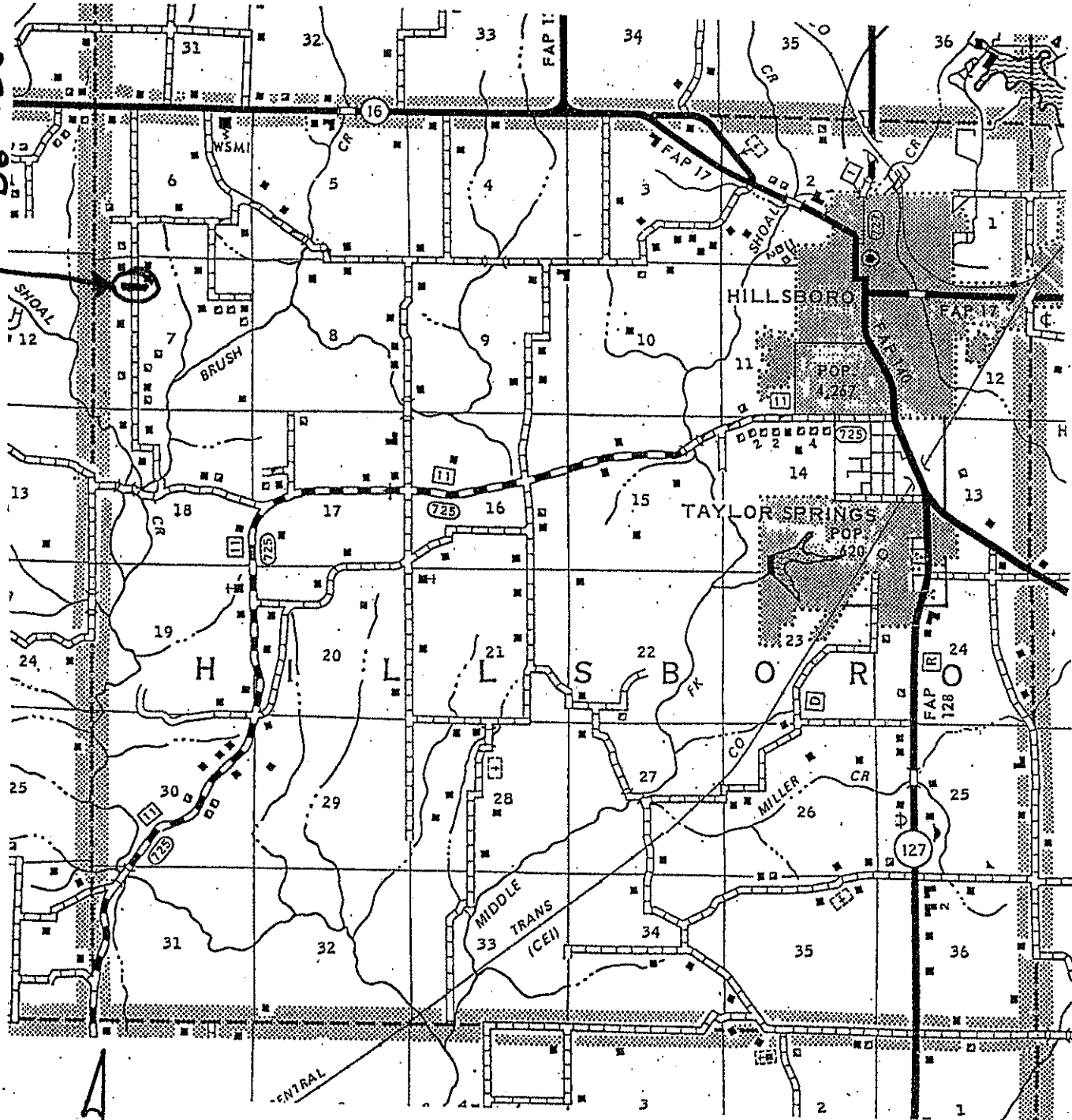


HILLSBORO R. D.  
R. 4 W., T. 8 N.

R. 4 W.

T. 8 N.

36" x 38'



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

AMENDING RESOLUTION # 76-00

(Original Resolution #58-00 Dated August 8<sup>th</sup>, 2000)(Resolution Amended By \$406.16)

AMENDING RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of HARVEL/PITMAN of Montgomery County has agreed to pay an amount of \$12,203.08 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HARVEL/PITMAN (Aluminum Box Culvert)	927 B-CA	See Attached Map	\$24,406.16

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

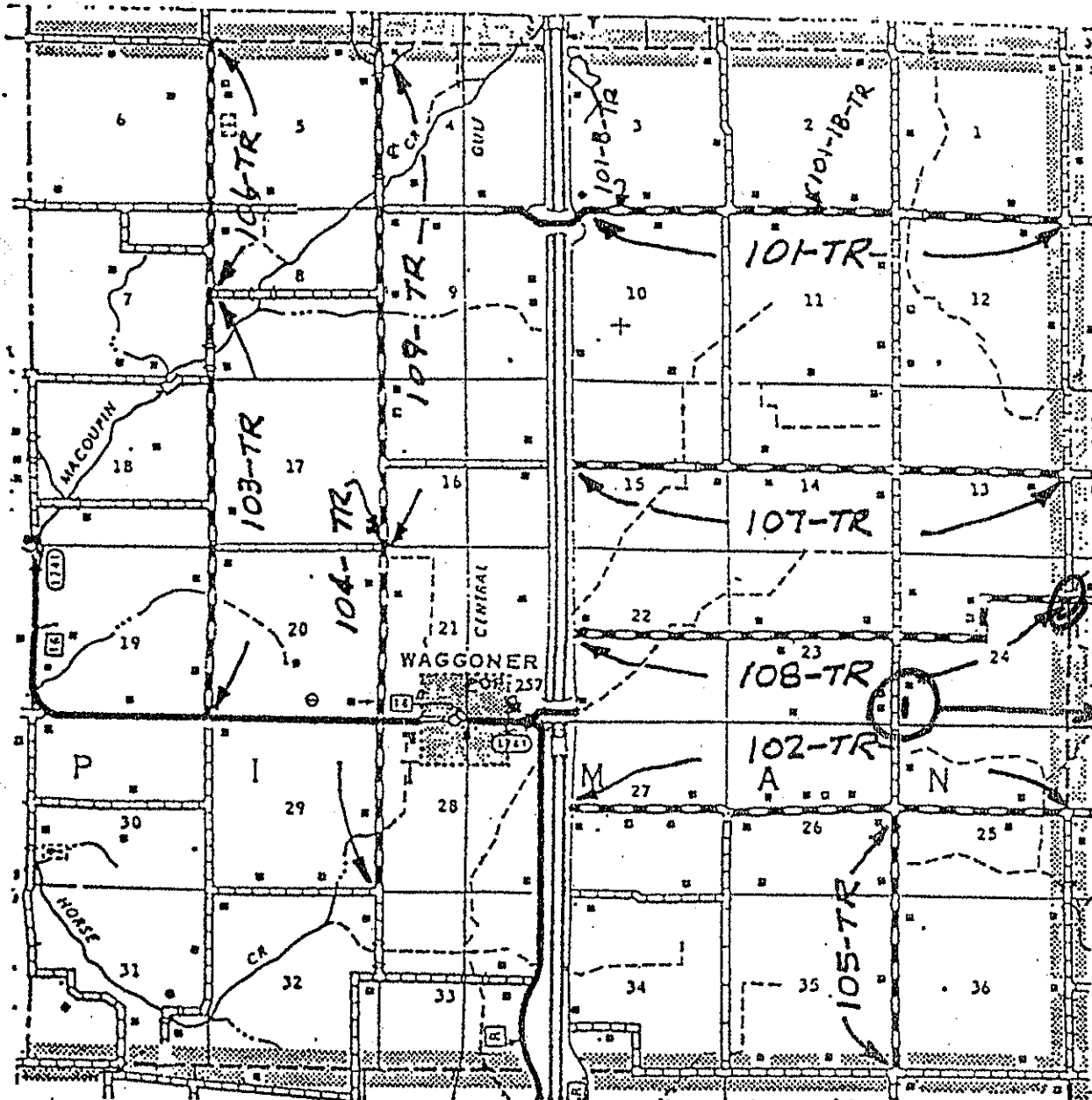
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 12th day of December, AD, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of December, AD, 2000.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Harvel (50% X 35.639%) Divided with Pitman  
Pitman (50% X 64.371%) Divided with Harvel

PITMAN  
Township  
Montgomery County  
R-5W, T-11N



ALUA. Box  
927-BCA  
918-BCA  
42" x 60"  
3:1 SLOPES

Polymer  
Coated

Montgomery County Board

Holiday Schedule for Year 2001

January 1, 2001	New Year's Day	Monday
January 15, 2001	Martin Luther King Day	Monday
February 19, 2001	President's Day	Monday
April 13, 2001	Good Friday	Friday
May 28, 2001	Memorial Day	Monday
July 4, 2001	Independence Day	Wednesday
September 3, 2001	Labor Day	Monday
October 8, 2001	Columbus Day (observed)	Monday
November 12, 2001	Veteran's Day	Monday
November 22, 2001	Thanksgiving Day	Thursday
November 23, 2001	Day after Thanksgiving	Friday
December 24, 2001	Christmas Eve	Monday
December 25, 2001	Christmas Day	Tuesday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

December 12 2000

Mike A. Howen  
Chairman

12.12.00  
Date

Sandy Leithiser  
County Clerk

12/12/00  
Date

**NATIONAL DRUNK AND DRUGGED DRIVING  
(3D) PREVENTION MONTH  
DECEMBER 2000**

WHEREAS, each year impaired driving leads to one death every 33 minutes and one injury every two minutes; and whereas 1.5 million are arrested each year for impaired driving; and

WHEREAS, for thousands of families across the nation, the December holidays are a sad time to remember loved ones they lost to an impaired driver during a previous holiday season; and

WHEREAS, organizations across the nation are joined with the National Highway Traffic Safety Administration to launch *You Drink & Drive. You Lose.*, a national public awareness campaign and law enforcement initiative; and

WHEREAS, Montgomery County, Illinois is a partner in that effort to make our roads and streets safer;

NOW, THEREFORE, I MICHAEL HAVERA, MONTGOMERY COUNTY BOARD CHAIRMAN do hereby proclaim December 2000 as Drunk and Drugged Driving (3D) Prevention Month in Montgomery County, Illinois and do hereby call upon all citizens, government agencies, business leaders, hospitals and health care providers, schools, and public and private institutions in Montgomery County, Illinois to promote awareness of the impaired driving problem, to support programs and policies to reduce the incidence of impaired driving, to promote safer and healthier behaviors regarding the use of alcohol and other drugs, and to provide opportunities for all to participate in the *You Drink & Drive. You Lose.* campaign this December holiday season and throughout the year.

*Michael A. Havera*

Michael Havera, Montgomery County Board Chairman  
Montgomery County, Illinois

*December 5, 2000*  
Date

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 01-01

Amends Resolution #19-00 for \$2,400.00 Amended by \$1,251.25

AMENDED RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of ZANESVILLE of Montgomery County has agreed to pay an amount of \$1,825.62 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

Table with 4 columns: ROAD DISTRICT, NAME OF BRIDGE, LOCATION, EST. COST. Row 1: ZANESVILLE, 906 B-CA, See Attached Map, \$3,651.25

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

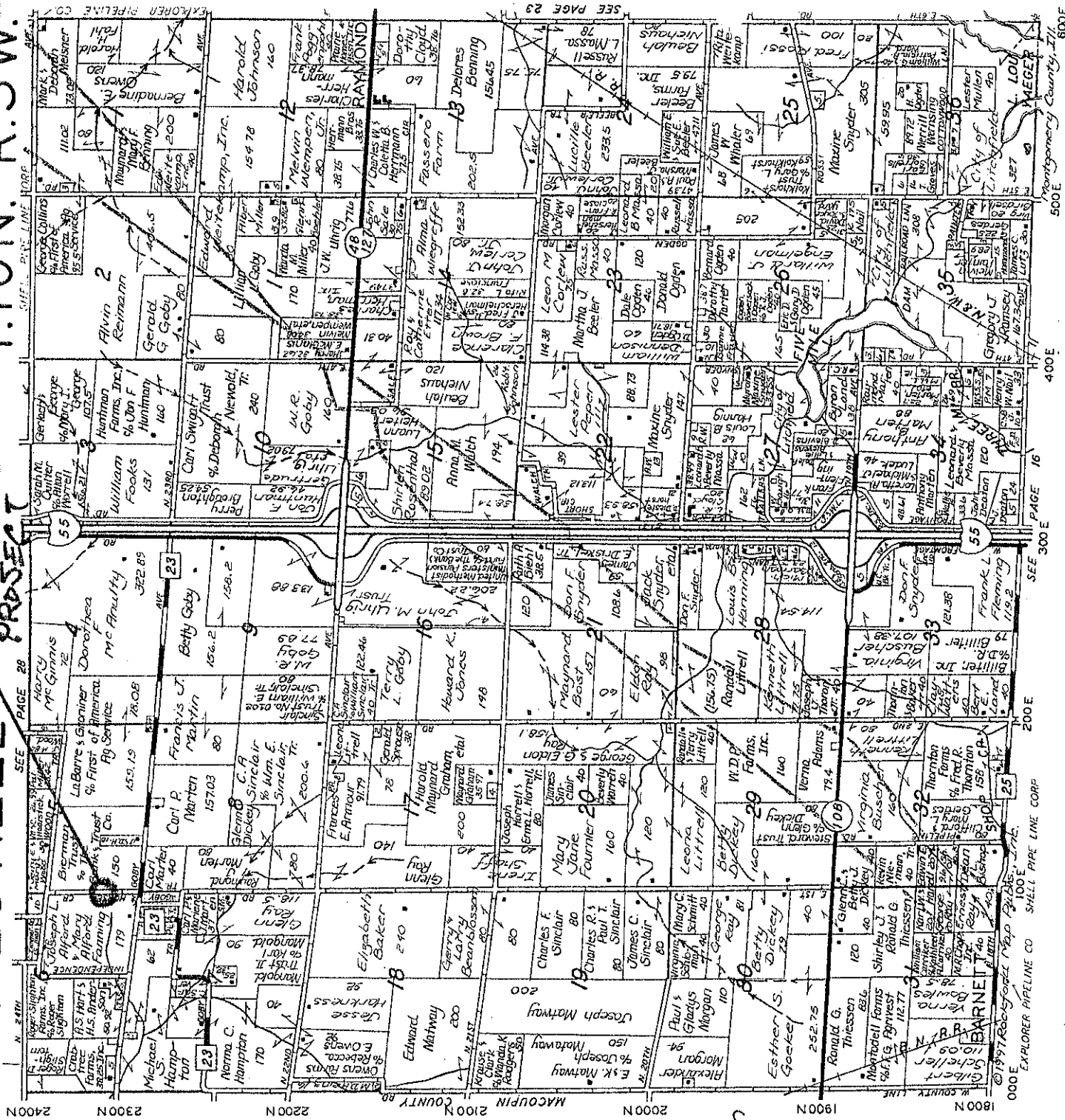
Sandy Leitheiser (signature) SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN: Montgomery County 50%, Zanesville R.D. 50%

ZANLSSVILLE

PROPOSED PROJECT

T.10N.-R.5W.



BUILDING NEEDS BY  
**F.E. STORM, INC.**

Phone: (217) 563-7721 • Fax: (217) 563-7723  
 Witt, Illinois 62094

Phone: (217) 287-1133  
 Taylorville, Illinois 62568

**Lessman Sales and Service**

Hillsboro, Illinois 62049

★ Trailer Sales ★

STIHL TORO WHEEL HORSE

BRIGGS  
 KOHLER  
 TECUMSEH

**(217) 532-2158**

SNAPPER  
 LAWNBOY  
 BCS

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 02-01

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

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

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

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$2,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	938 B-CA, Location A	See Attached Map	\$4,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Audubon 50%



TO PANA R. 1 W.

OHLMAN  
POP. 193

FAR 17  
SANGAMON R.

MERIDIAN  
T. 10 N. COUNTY

Lonebridge  
Av.  
4' Concrete

E 28th Rd.  
6' Concrete  
Wing Wall Missin

Raccoon Trail.  
6' ERS  
Pipe



SHELBY  
T. 9 N.

PRINCIPAL

RAMSEY

ELLIOTT

BAILEY

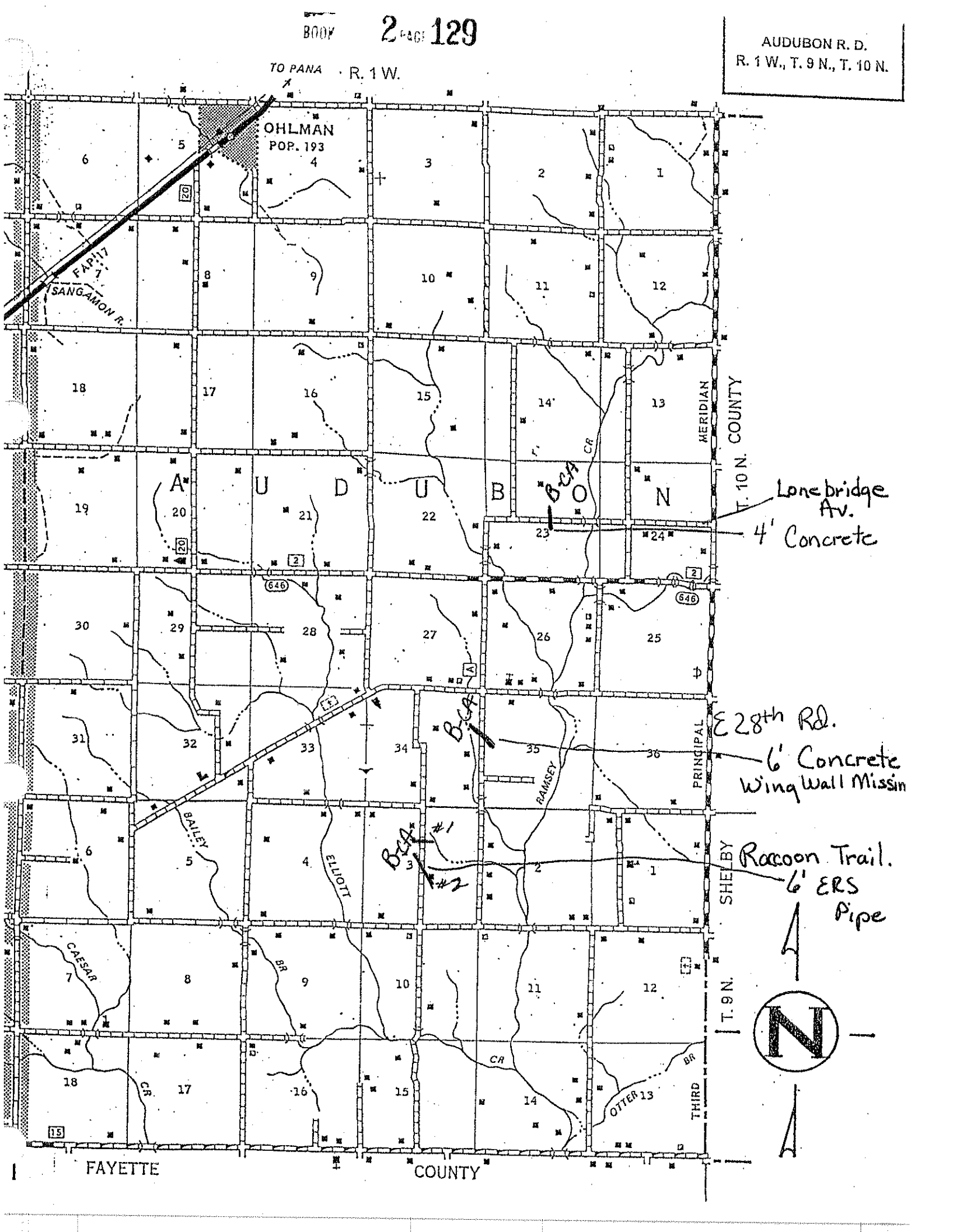
CAESAR

OTTER 13

THIRD

FAYETTE

COUNTY



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 03-01

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

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

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

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$5,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

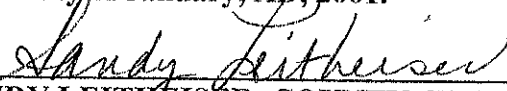
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	938 B-CA, Location B	See Attached Map	\$11,000.00

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

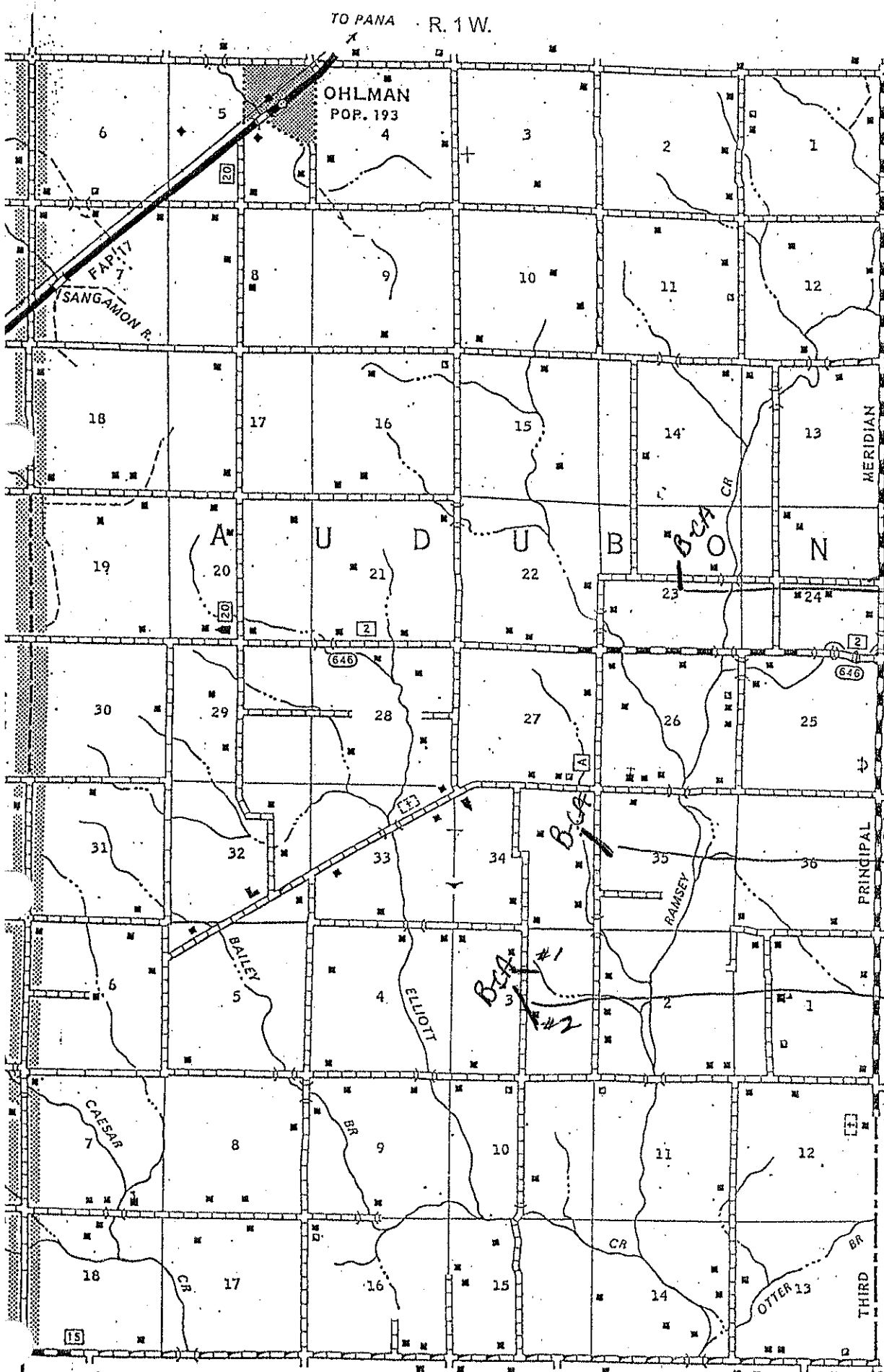
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Audubon 50%

AUDUBON R. D.  
R. 1 W., T. 9 N., T. 10 N.



T. 10 N. COUNTY

PRINCIPAL

SHELBY

T. 9 N.

THIRD

Lonebridge Av.  
4' Concrete

E 28th Rd.  
6' Concrete  
Wing Wall Missin

Raccoon Trail.  
6' ERS  
Pipe



FAYETTE COUNTY

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 04-01

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

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

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

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$2,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	938 B-CA, Location C	See Attached Map	\$5,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001,

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Audubon 50%

AUDUBON R. D.  
R. 1 W., T. 9 N., T. 10 N.

TO PANA R. 1 W.

OHLMAN  
POP. 193

MERIDIAN  
T. 10 N. COUNTY

PRINCIPAL

SHELBY

T. 9 N.

THIRD

Lonebridge  
Av.  
4' Concrete

E 28th Rd.  
6' Concrete  
Wing Wall Missin

Raccoon Trail.  
6' ERS  
Pipe



6

5

4

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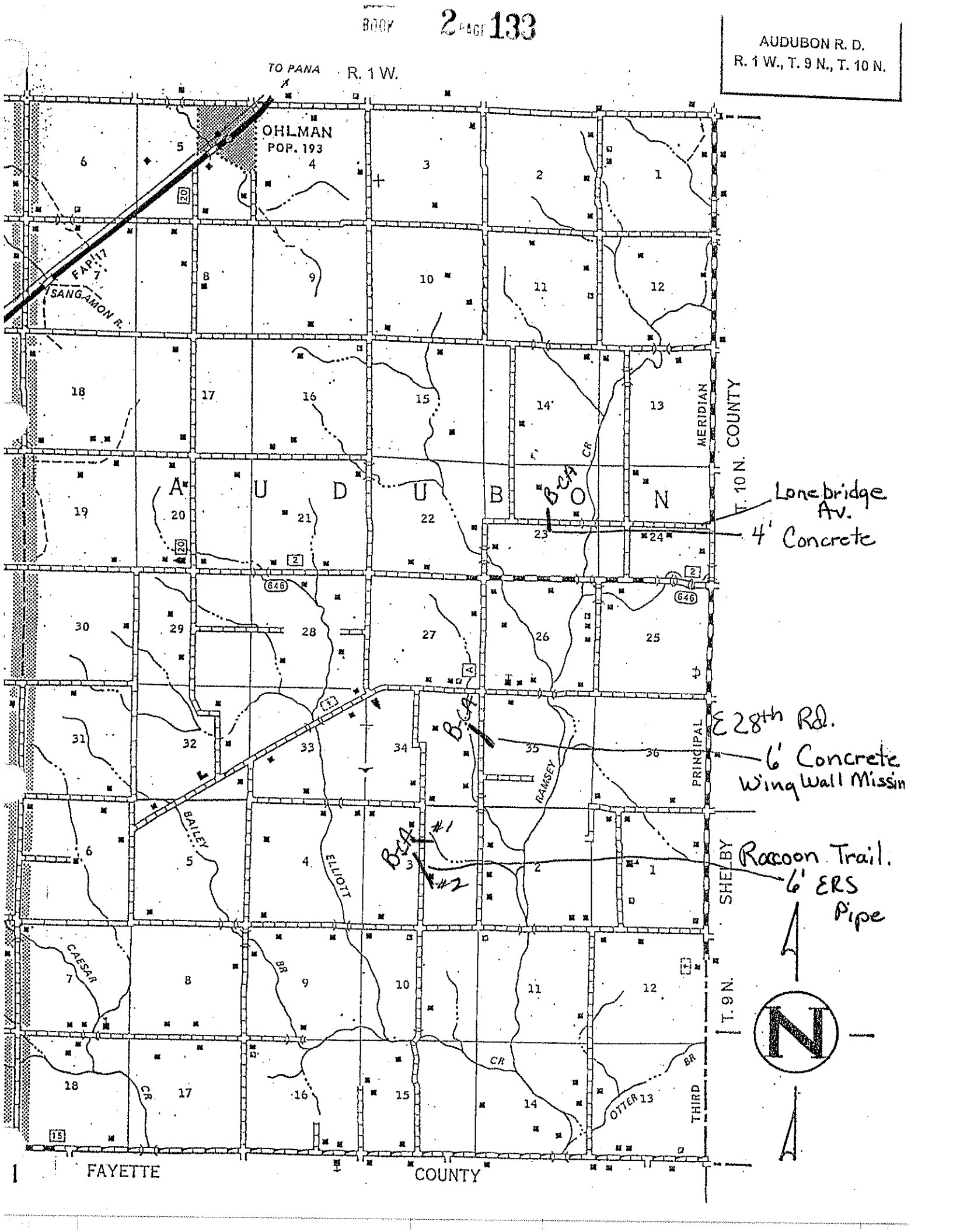
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14

13

FAYETTE

COUNTY



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 05-01

RESOLUTION FOR COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of AUDUBON of Montgomery County has agreed to pay an amount of \$4,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
AUDUBON	938 B-CA, Location D	See Attached Map	\$9,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

Sandy Leithaiser  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Audubon 50%

AUDUBON R. D.  
R. 1 W., T. 9 N., T. 10 N.

TO PANA R. 1 W.

OHLMAN  
POP. 193

FAYETTE  
SANGAMON R.

MERIDIAN  
T. 10 N. COUNTY

Lonebridge  
Av.  
4' Concrete

E 28th Rd.  
6' Concrete  
Wing Wall Missin

Raccoon Trail.  
6' ERS  
Pipe



T. 9 N.

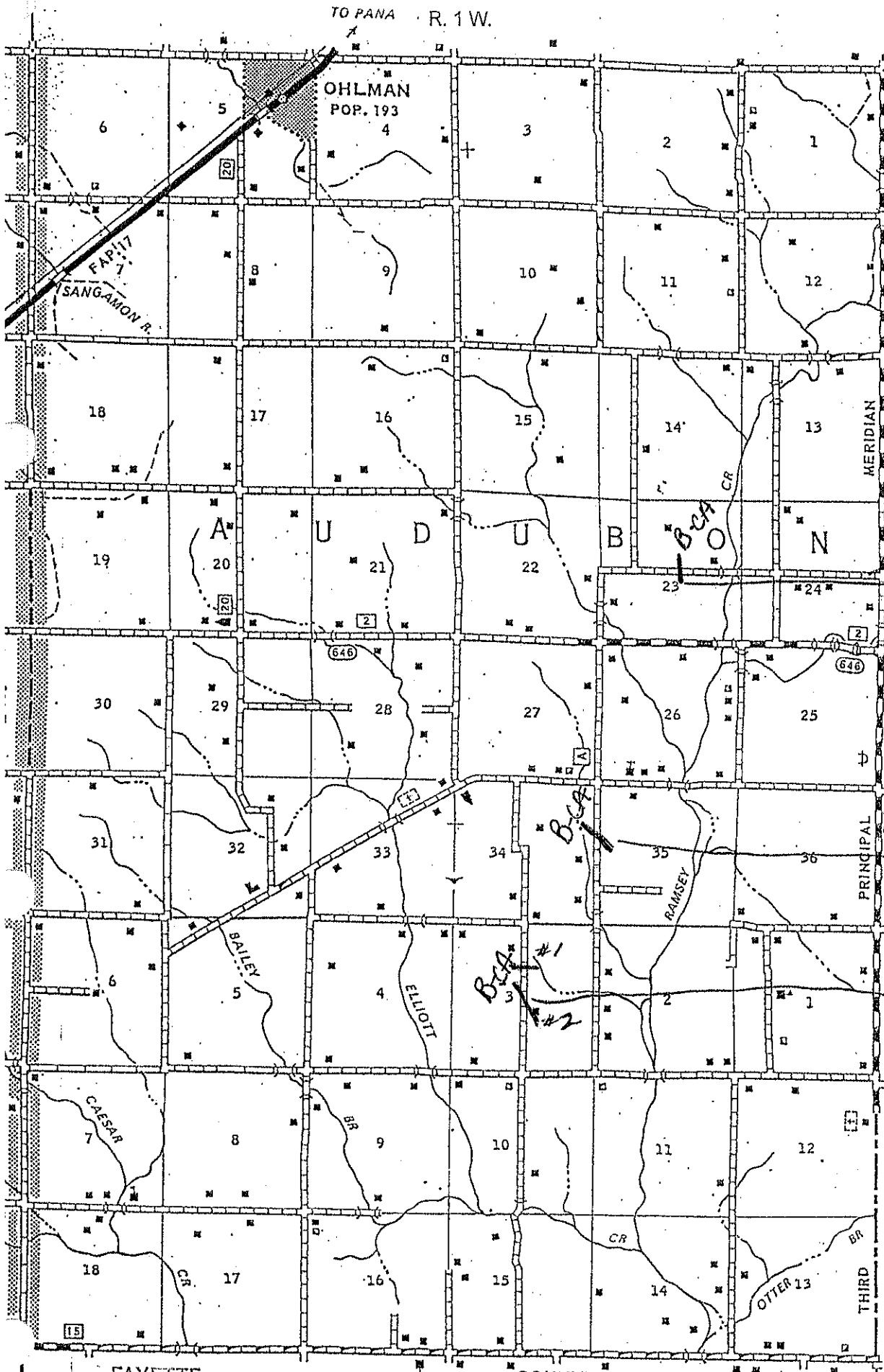
SHELBY

PRINCIPAL

THIRD

COUNTY

FAYETTE



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 06-01

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

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

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

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

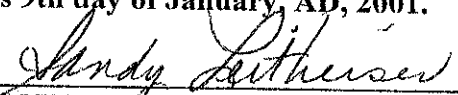
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
EAST FORK	939 B-CA, Location A	See Attached Map	\$3,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
East Fork 50%



MONTGOMERY COUNTY  
EAST FORK TOWNSHIP  
R-3W, T-8N

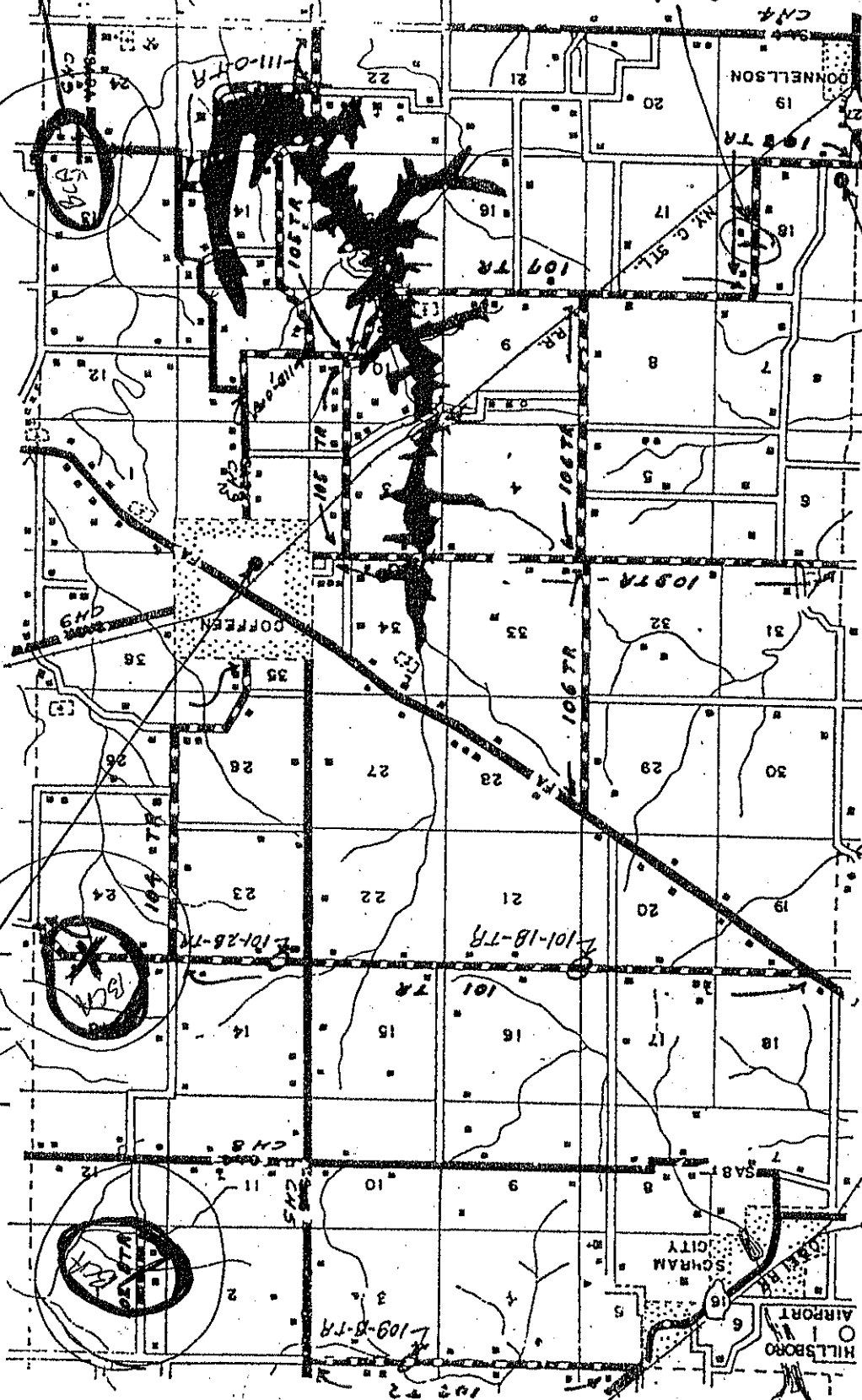
LEGEND  
--- TWP. M.F.T. ROADS



NEED  
3.5' DEEP  
16" B TOB HEAD WAS  
28' DITCH TO DITCH  
D 8 2 1/2"

72' x 64'  
719-604  
D

10' WID.  
24' WID.  
1' DEEP  
FOUR CLS



HILLSBORO  
AIRPORT

SCHRAM  
CITY

DONNELSON

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 07-01**

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

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

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

WHEREAS, The Road District of EAST FORK of Montgomery County has agreed to pay an amount of \$6,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

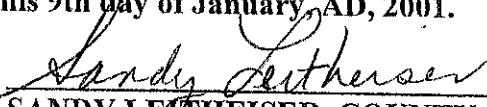
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
EAST FORK	939 B-CA, Location B	See Attached Map	\$12,000.00

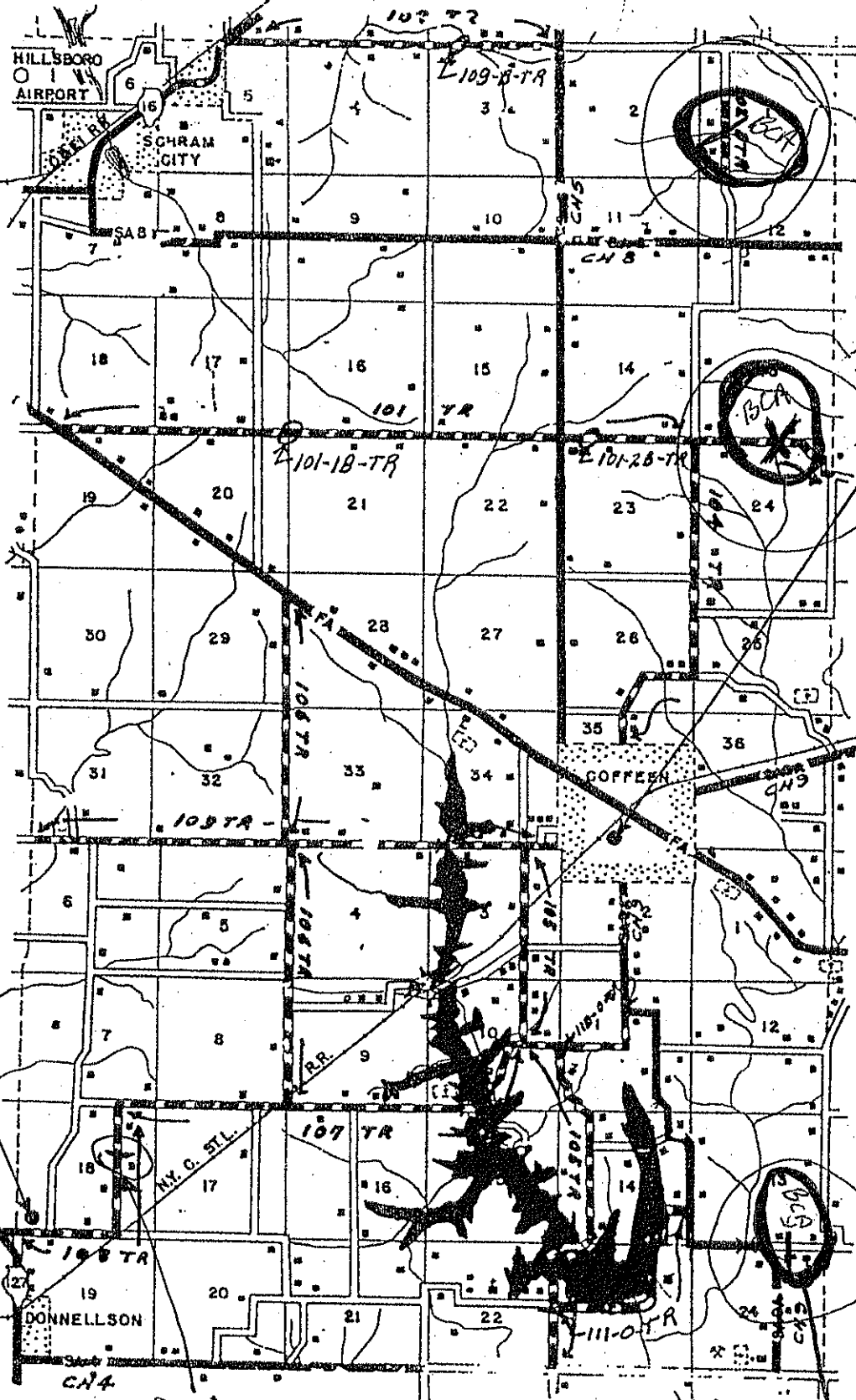
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County      50%  
East Fork                      50%



FOUR CORNER  
 10' WIDE  
 24' LONG  
 1' DEEP CONCRETE



LEGEND  
 --- TWP. M.P.T. BOUNDS

MONTGOMERY COUNTY  
 EAST FORK TOWNSHIP  
 R-3W, T-8N

72' x 64'  
 71' x 64'  
*(Handwritten signature)*

NEED  
 3.5' DEEP  
 16" x 40" HEAD PIPE  
 28' DIAM. 90' DITCH  
 D & M E.  
 24" x 3"  
 24" x 3"  
 24" x 3"

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 08-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

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

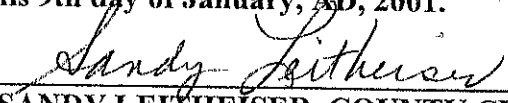
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
FILLMORE	940 B-CA,	See Attached Map	\$3,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

Montgomery County	50%
Fillmore	50%

FILLMORE R. D.  
R. 2 W., T. - 2 W.

R. 2 W.

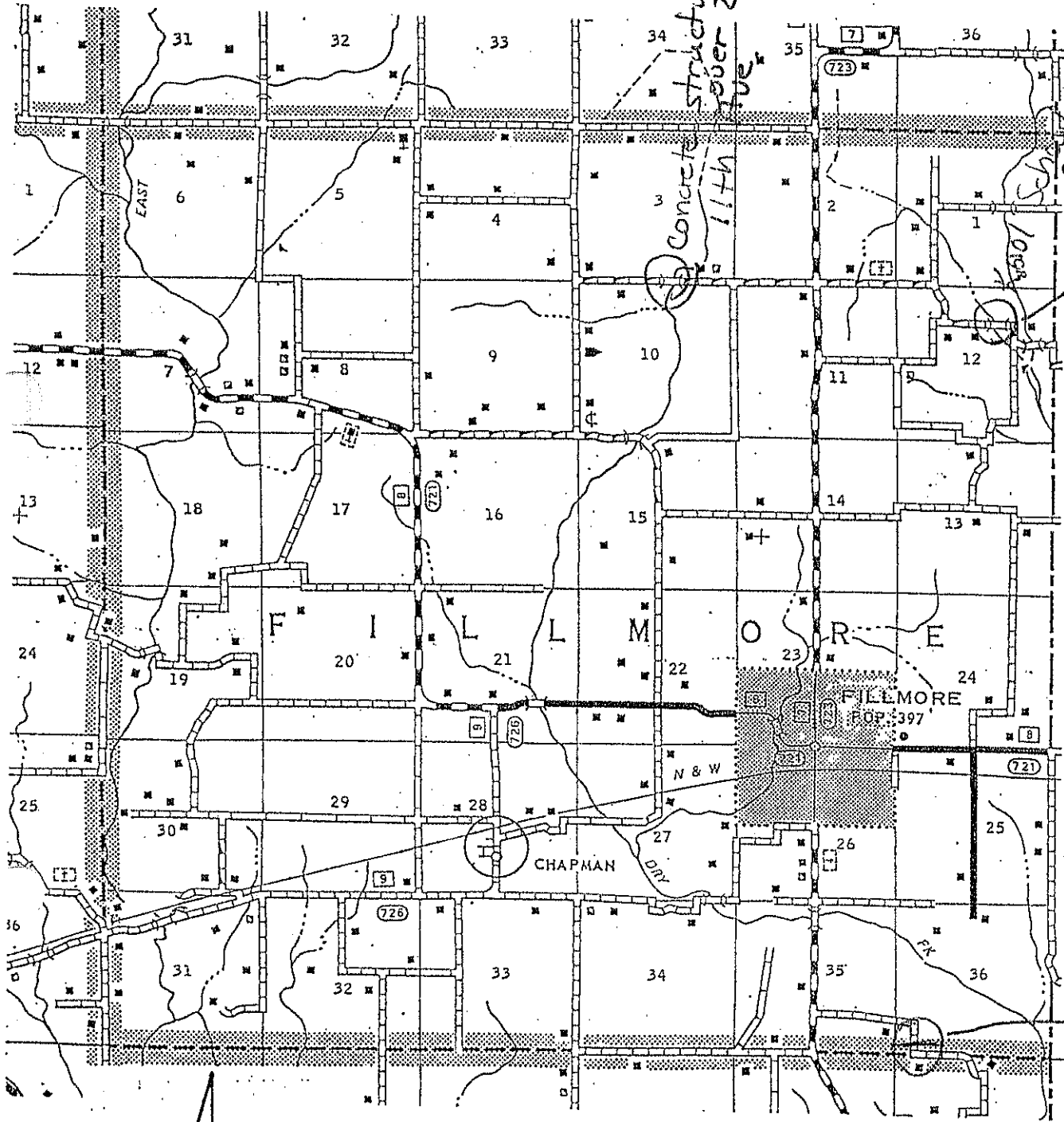
SCHULTZ  
10007  
COUNTY LINE

Concrete box  
over 20'  
(Bridge)

T. 8 N.

FAYETTE

Pour (B-CA)  
in bottom  
Hill Circle



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 09-01

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

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

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

WHEREAS, The Road District of GRISHAM of Montgomery County has agreed to pay an amount of \$5,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
GRISHAM	941 B-CA,	See Attached Map	\$10,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

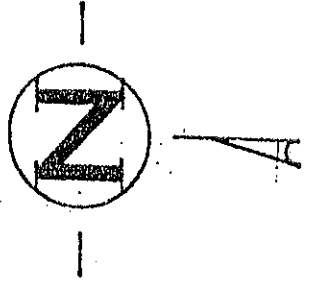
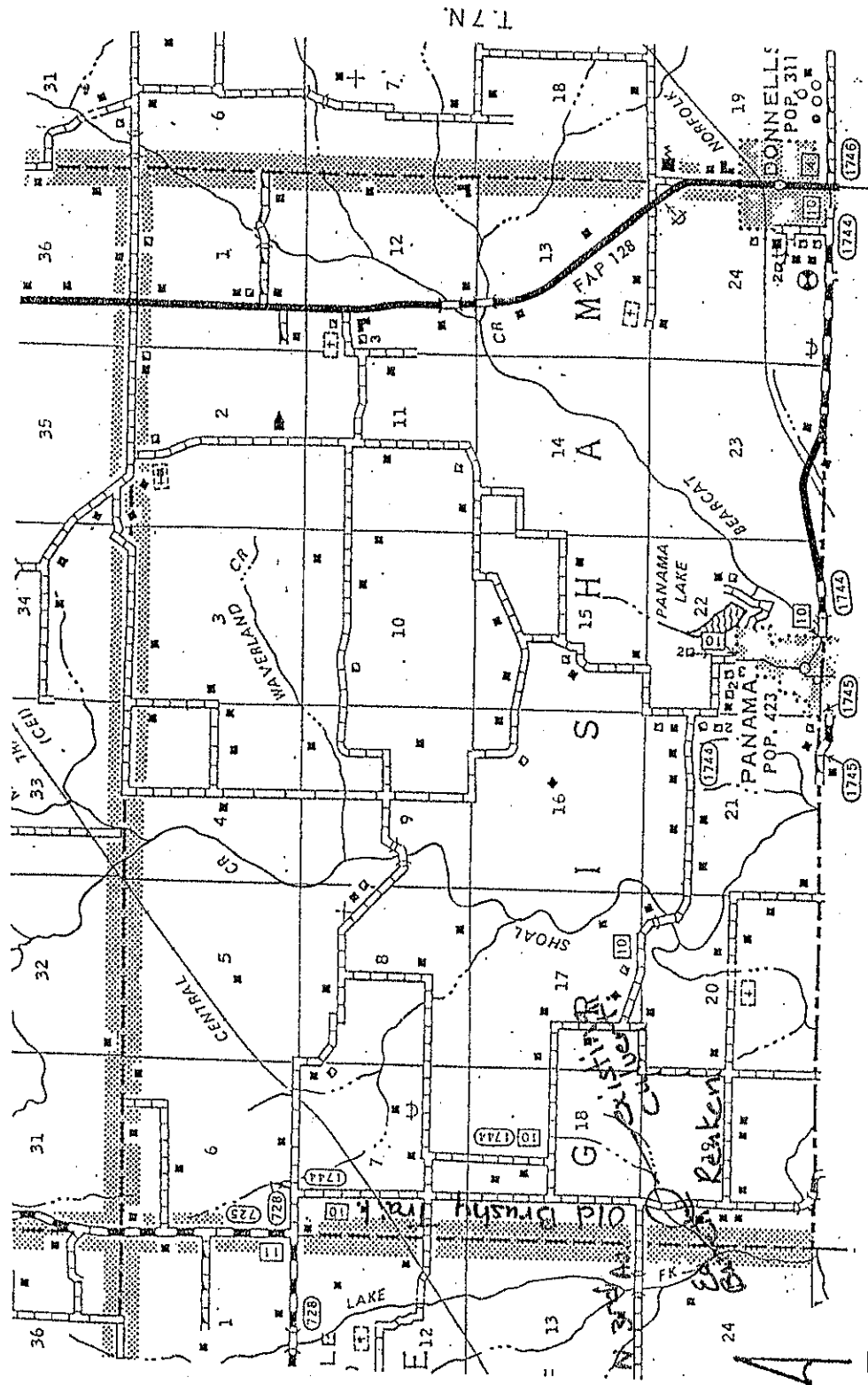
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

*Sandy Leithaiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Grisham 50%

GRISHAM R. D.  
R. 4 W., T. 7 N.

R. 4 W.



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 10-01**

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

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

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

WHEREAS, The Road District of WITT/NOKOMIS of Montgomery County has agreed to pay an amount of \$5,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WITT/NOKOMIS	942 B-CA,	See Attached Map	\$10,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 9th day of January, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 9th day of January, AD, 2001.

*Sandy Leithaiser*  
\_\_\_\_\_  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
Witt/Nokomis	50%

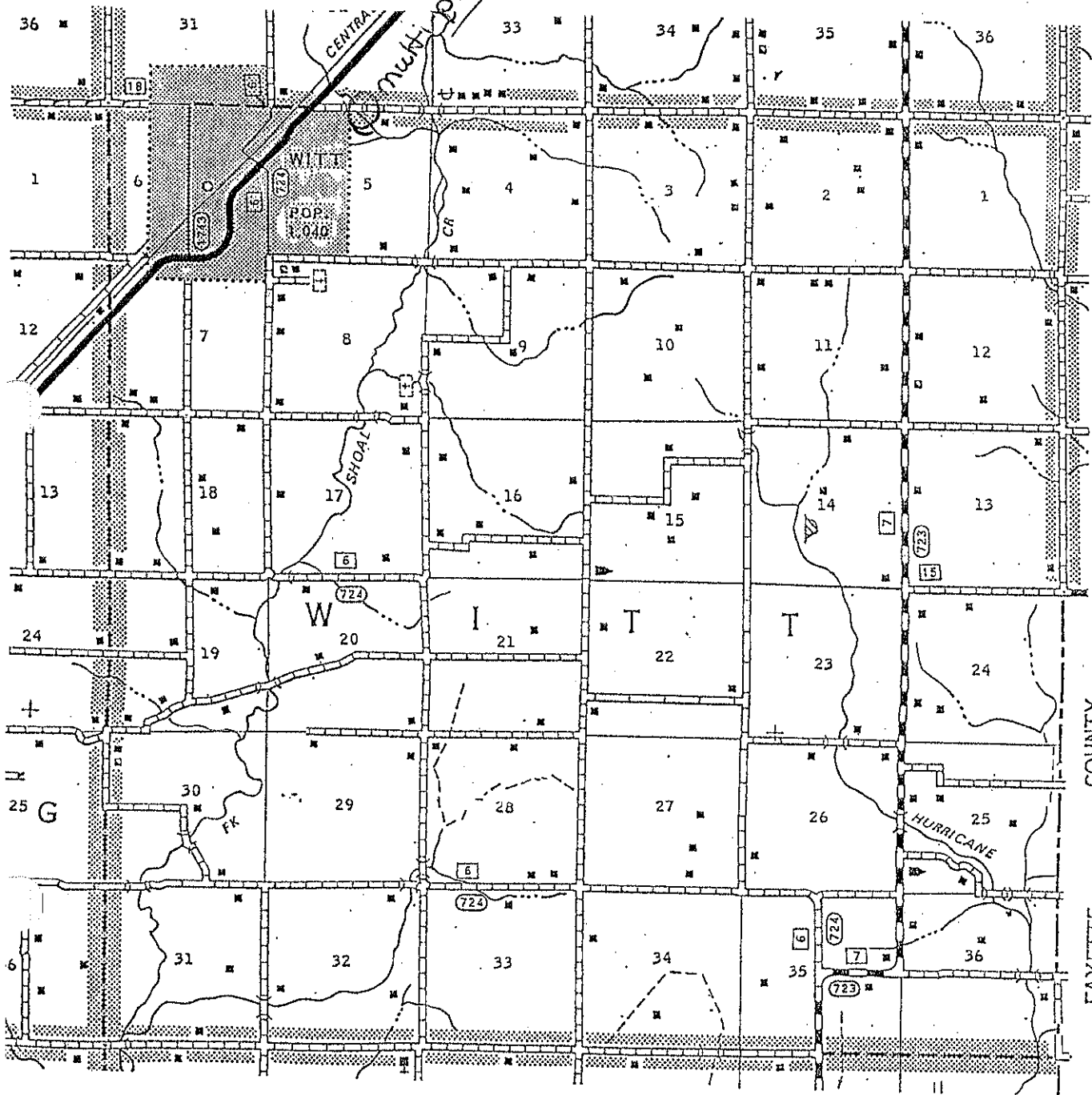


8007

2-46: 145

*Hillside Av (possibly Nokomis)  
Sharing  
Cost*

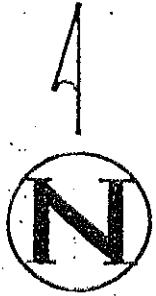
WITT R. D.  
R. 2 W., T. 9 N.



T. 9 N.

COUNTY

FAYETTE



FY 2001

AGREEMENT

MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the HILLSBORO AREA AMBULANCE SERVICE, a not for profit corporation (hereinafter HAAS) an independent contractor, and HAAS Special Service District through its governing body, the Montgomery County Board (hereinafter the "County") for ambulance service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance tax (\$101,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

ON OR BEFORE DECEMBER 31, 2001, THE COUNTY SHALL HAVE RE-IMBURSED TO THE HAAS AN AMOUNT NOT LESS THAN 100 % OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2001 AND DECEMBER 31, 2001, IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE

Page 2

- 1 The HAAS agrees to provide 24 hour ambulance service within the geographic area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2000, through November 30, 2001.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by HAAS.
- 3. The total annual cost of the operation of the County office shall be re-imbursed by the HAAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	35
Litchfield-----	40
Nokomis/Witt-----	16
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2000 and continuing monthly thereafter for FY '01, the sum of \$ 988.02 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '01 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the HAAS.

The County shall then calculate and apply the total monthly payment as made by the HAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the HAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the HAAS amount of overpayment.

- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Continued on page 3

Page 3

7. The County shall remit to the HAAS as soon as possible after the last day of each month the amount collected on behalf of HAAS.
8. HAAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. HAAS shall provide the County with proof of vehicle liability insurance upon request.
9. The HAAS shall be solely responsible for the hiring, firing discipline and management of its employees and the manner in which the service is operated, subject only to State regulations, guide lines and requirements.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the HAAS that the HAAS is in violation of State regulations, said funds to be disbursed upon the HAAS coming into compliance.

10. The HAAS will submit a tentative FY '02 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '01.
11. The HAAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the HAAS.
12. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2001, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of HAAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The HAAS shall provide an audit of the HAAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of HAAS fiscal year on November 30, 2001.
14. The HAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the HAAS or its duly authorized agent.

Continued on page 4

Page 4

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

Mike A. Hawes  
County Board Chairman

Date 1-09-01

ATTEST:

Sandy Litherow  
County Clerk

Date 1/9/01

SEAL

HAAS

AMBULANCE SERVICE

Stephen R. Callison  
Title President

Date 12-29-00

FY 2001

AGREEMENT

MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the NOKOMIS/WITT AREA AMBULANCE SERVICE, a not for profit corporation (hereinafter N/W AAS an independent contractor, and N/W AAS Special Service District through its governing body, the Montgomery County Board (hereinafter the "County") for ambulance service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance tax (\$62,436), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

ON OR BEFORE DECEMBER 31, 2001, THE COUNTY SHALL HAVE RE-IMBURSED TO THE N/W AAS AN AMOUNT NOT LESS THAN 100 % OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2001 AND DECEMBER 31, 2001, IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE

Continued on page 2

- 1. The N/W AAS agrees to provide 24 hour ambulance service within the geographic area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2000, through November 30, 2001.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by N/W AAS.
- 3. The total annual cost of the operation of the County office shall be re-imbursed by the HAAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	35
Litchfield-----	40
Nokomis/Witt-----	16
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The N/W AAS agrees to pay on or before the last day of each month commencing December 1, 2000 and continuing monthly thereafter for FY '01, the sum of \$ 451.67 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '01 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the N/W aas.

The County shall then calculate and apply the total monthly payment as made by the N/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the N/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the N/W AAS amount of overpayment.

- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Page 3

- 7. The County shall remit to the N/W AAS as soon as possible after the last day of each month the amount collected on behalf of N/W AAS.
- 8. N/W AAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. N/W AAS shall provide the County with proof of vehicle liability insurance upon request.
- 9. The N/W AAS shall be solely responsible for the hiring, firing discipline and management of its employees and the manner in which the service is operated, subject only to State regulations, guide lines and requirements.

The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the N/W AAS that the N/W AAS is in violation of State regulations, said funds to be disbursed upon the N/W AAS coming into compliance.

- 10. The N/W AAS will submit a tentative FY '02 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '01.
- 11. The N/W AAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the N/W AAS.
- 12. The N/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2001, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of N/W AAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
- 13. The N/W AAS shall provide an audit of the N/W AAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of N/W AAS fiscal year on November 30, 2001.
- 14. The N/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the N/W AAS or its duly authorized agent.

Continued on page 4



Page 4

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

Milo A. Hansen  
County Board Chairman

Date 1.09.01

ATTEST:

Sandy Leithiser  
County Clerk

Date 1/9/01

SEAL

N/W AAS

AMBULANCE SERVICE

Gene Burdzinski  
Title President

Date 01-04-01

FY 2001

AGREEMENT

MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the RAYMOND/HARVEL AREA AMBULANCE SERVICE, a not for profit corporation (hereinafter R/H AAS) an independent contractor, and R/H AAS Special Service District through its governing body, the Montgomery County Board (hereinafter the "County") for ambulance service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance tax (\$33,360) sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

ON OR BEFORE DECEMBER 31, 2001, THE COUNTY SHALL HAVE RE-IMBURSED TO THE R/H AAS AN AMOUNT NOT LESS THAN 100 % OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2001 AND DECEMBER 31, 2001, IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE

Continued on page 2

Page 2

- 1 The R/H AAS agrees to provide 24 hour ambulance service within the geographic area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2000, through November 30, 2001.
2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by R/H AAS.
3. The total annual cost of the operation of the County office shall be re-imbursed by the R/H AAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:
 

Hillsboro-----	35
Litchfield-----	40
Nokomis/Witt-----	16
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03
4. The R/H AAS agrees to pay on or before the last day of each month commencing December 1, 2000 and continuing monthly thereafter for FY '01, the sum of \$84.69 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '01 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the R/H AAS.  
  
The County shall then calculate and apply the total monthly payment as made by the R/H AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the R/H AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the R/H AAS amount of overpayment.
6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Continued on page 3

Page 3

7. The County shall remit to the R/H AAS as soon as possible after the last day of each month the amount collected on behalf of R/H AAS.
8. R/H AAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. R/H AAS shall provide the County with proof of vehicle liability insurance upon request.
9. The R/H AAS shall be solely responsible for the hiring, firing discipline and management of its employees and the manner in which the service is operated, subject only to State regulations, guide lines and requirements.  
  
The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the R/H AAS that the R/H AAS is in violation of State regulations, said funds to be disbursed upon the R/H AAS coming into compliance.
10. The R/H AAS will submit a tentative FY '02 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '01.
11. The R/H AAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the R/H AAS.
12. The R/H AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2001, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of R/H AAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The R/H AAS shall provide an audit of the R/H AAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of R/H AAS fiscal year on November 30, 2001.
14. The R/H AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the R/H AAS or its duly authorized agent.

Continued on page 4

Page 4

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

Mike A. Hawens  
County Board Chairman

Date 1-09-01

ATTEST:

Sandy Litheriser  
County Clerk

Date 1/9/01

SEAL

R/H AAS

AMBULANCE SERVICE

Harb Brutz  
Title President

Date 12-12-00

FY 2001

AGREEMENT

MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the LITCHFIELD AREA AMBULANCE SERVICE, a not for profit corporation (hereinafter LAAS) an independent contractor, and LAAS Special Service District through its governing body, the Montgomery County Board (hereinafter the "County") for ambulance service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance tax (\$70,000), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

ON OR BEFORE DECEMBER 31, 2001, THE COUNTY SHALL HAVE RE-IMBURSED TO THE LAAS AN AMOUNT NOT LESS THAN 100 % OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2001 AND DECEMBER 31, 2001, IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE

Continued on page 2

Page 2

- 1 The LAAS agrees to provide 24 hour ambulance service within the geographic area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2000, through November 30, 2001.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by LAAS.
- 3. The total annual cost of the operation of the County office shall be re-imbused by the LAAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	35
Litchfield-----	40
Nokomis/Witt-----	16
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 2000 and continuing monthly thereafter for FY '01, the sum of \$1,129.17 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '01 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the LAAS.

The County shall then calculate and apply the total monthly payment as made by the LAAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the LAAS for any amount still owing or shall credit the following fiscal year's estimated expense with the LAAS amount of overpayment.

- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Continued on page 3

Page 3

7. The County shall remit to the LAAS as soon as possible after the last day of each month the amount collected on behalf of LAAS.
8. LAAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. LAAS shall provide the County with proof of vehicle liability insurance upon request.
9. The LAAS shall be solely responsible for the hiring, firing discipline and management of its employees and the manner in which the service is operated, subject only to State regulations, guide lines and requirements.  
  
The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the LAAS that the LAAS is in violation of State regulations, said funds to be disbursed upon the LAAS coming into compliance.
10. The LAAS will submit a tentative FY '02 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '01.
11. The LAAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the LAAS.
12. The LAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2001, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of LAAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The LAAS shall provide an audit of the LAAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of LAAS fiscal year on November 30, 2001.
14. The LAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the LAAS or its duly authorized agent.

Continued on page 4



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

Mike A. Hawera  
County Board Chairman

Date 1-09-01

ATTEST:

Sandy Leithiser  
County Clerk

Date 1/9/01

SEAL

LAAS

AMBULANCE SERVICE

William Carmona  
Title MAYOR

Date 12 9 01

FY 2001

AGREEMENT

MONTGOMERY COUNTY BOARD AND COUNTY AMBULANCE AREAS

The following terms constitute the working agreement between the FARMERSVILLE/WAGGONER AREA AMBULANCE SERVICE, a not for profit corporation (hereinafter F/W AAS) an independent contractor, and F/W AAS Special Service District through its governing body, the Montgomery County Board (hereinafter the "County") for ambulance service within the Service Area (hereinafter the "Area").

The County will levy a Special Service Area Ambulance tax (\$53,250), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

ON OR BEFORE DECEMBER 31, 2001, THE COUNTY SHALL HAVE RE-IMBURSED TO THE F/W AAS AN AMOUNT NOT LESS THAN 100 % OF THE TOTAL AMOUNT COLLECTED PURSUANT TO THE LEVY.

REMITTANCE WILL BE 4 TO 5 TIMES BETWEEN JULY 1, 2001 AND DECEMBER 31, 2001, IN ACCORDANCE WITH THE REAL ESTATE TAX DISTRIBUTION SCHEDULE

Continued on page 2

Page 2

- 1 The F/W AAS agrees to provide 24 hour ambulance service within the geographic area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2000, through November 30, 2001.
- 2. The County agrees to maintain the office of the Montgomery County Billing and Collecting Service to handle all billings and Collections as done previously and to provide a central coordinating office and support staff as needed by F/W AAS.
- 3. The total annual cost of the operation of the County office shall be re-imbused by the F/W AAS to the County in a proportionate share based on the percentage of the previous total ambulance calls which is as follows:

Hillsboro-----	35
Litchfield-----	40
Nokomis/Witt-----	16
Farmersville/Waggoner-----	06
Raymond/Harvel-----	03

- 4. The F/W AAS agrees to pay on or before the last day of each month commencing December 1, 2000 and continuing monthly thereafter for FY '01, the sum of \$169.38 as a proportionate share of the expense incurred in the operation of the Montgomery County Ambulance Billing and Collecting Service.
- 5. At the end of the fiscal year, and as soon after November 30 as possible, the County shall calculate the total actual expense of the County office for FY '01 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W AAS.

The County shall then calculate and apply the total monthly payment as made by the F/W AAS during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W AAS for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W AAS amount of overpayment.

- 6. The County shall continue to collect or attempt to collect all accounts as done previously in a timely and zealous manner.

Continued on page 3

Page 3

7. The County shall remit to the LAAS as soon as possible after the last day of each month the amount collected on behalf of F/W AAS.
8. F/W AAS shall be responsible for buying, owning, maintaining and insuring its own ambulances. F/W AAS shall provide the County with proof of vehicle liability insurance upon request.
9. The F/W AAS shall be solely responsible for the hiring, firing discipline and management of its employees and the manner in which the service is operated, subject only to State regulations, guide lines and requirements.  
  
The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the F/W AAS that the F/W AAS is in violation of State regulations, said funds to be disbursed upon the F/W AAS coming into compliance.
10. The F/W AAS will submit a tentative FY '02 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '01.
11. The F/W AAS shall indemnify the County from all claims, demands, lawsuits and actions arising out of services performed or to be performed by the F/W AAS.
12. The F/W AAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Director of the County office on or before December 31, 2001, and proof (A) of the officer's bond in an amount sufficient to cover the estimated annual receipts of F/W AAS from County under this agreement, or, (B) that officer's bond in an amount fixed by Illinois State Statute for that particular corporate office.
13. The F/W AAS shall provide an audit of the F/W AAS books and records in so far as same pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of F/W AAS fiscal year on November 30, 2001.
14. The F/W AAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the Director of the County office or his staff. The County shall allow inspection of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting on behalf of the F/W AAS or its duly authorized agent.

Continued on page 4

Page 4

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

Mike A. Hawes  
County Board Chairman

Date 1.09.01

ATTEST:

Sandy Leithers  
County Clerk

Date 1/9/01

SEAL

F/W AAS  
AMBULANCE SERVICE

John Wells  
Title Printed F/W AAS

Date 12-12-00

RESOLUTION # 00-36Montgomery County Board

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board that Montgomery County hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

SIGNED this 9<sup>th</sup> day of January, 20 01.

Mike A. Havera  
Michael A. Havera, Chairman  
Montgomery County Board

ATTEST: Sandy Leithiser  
Montgomery County Clerk

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 11-01**

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

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

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

WHEREAS, The Road District of HARVEL of Montgomery County has agreed to pay an amount of \$4,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

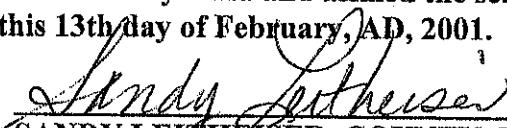
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HARVEL	943 B-CA,	See Attached Map	\$9,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

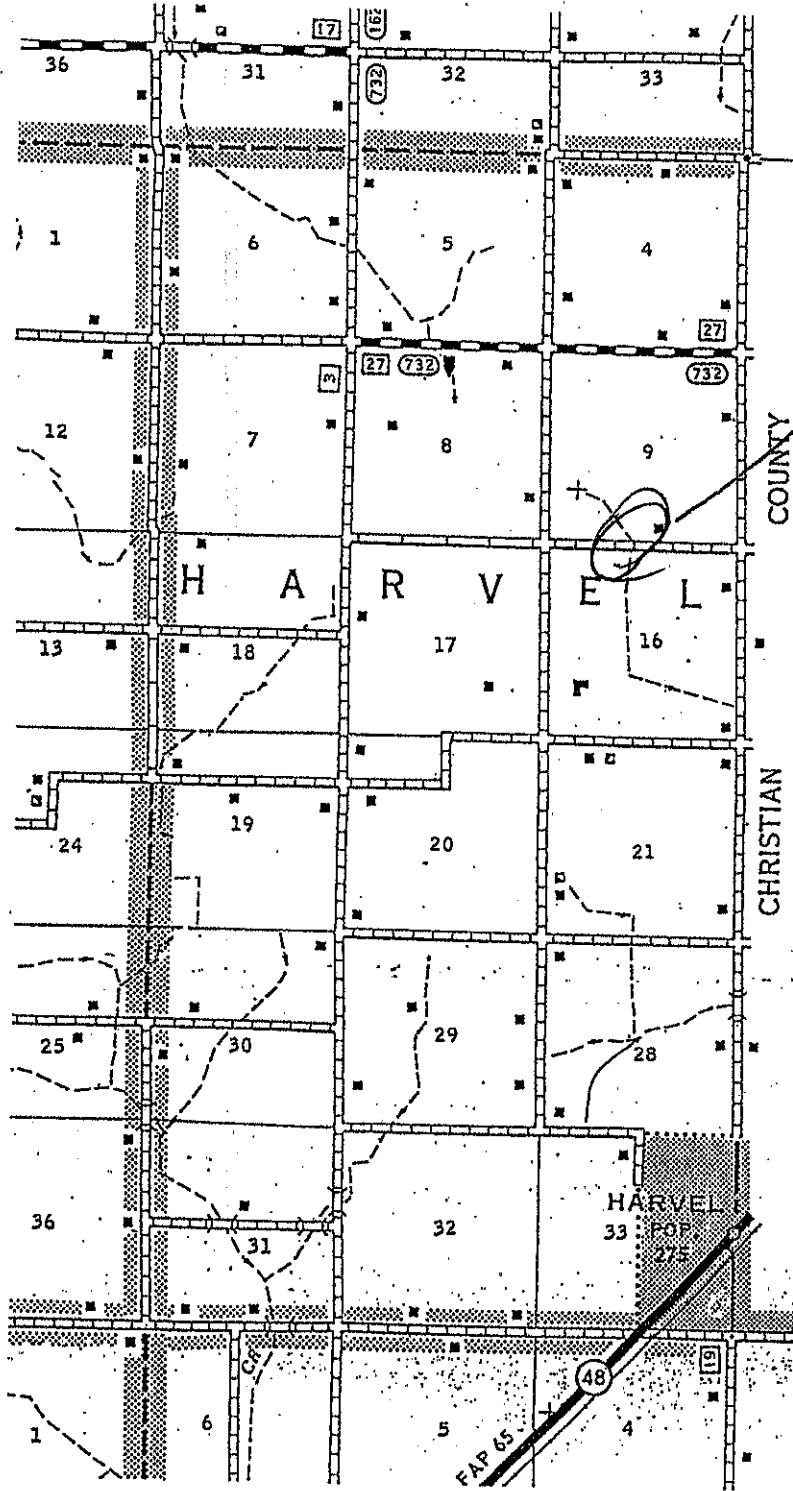
  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
Harvel	50%

HARVEL R. D.  
R. 4 W., T. 11 N.

R. 4 W.

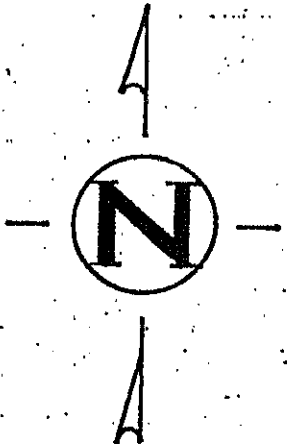


*I-Beams. (B-CA)  
N 28th AV*

COUNTY

CHRISTIAN

T. 11 N.





MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 12-01

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
5 (Irving North)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$15,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

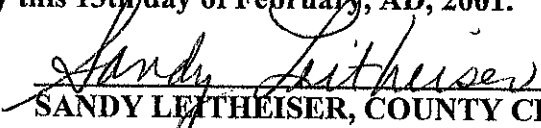
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	944 B-CA	See Attached Map	\$15,000.00

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

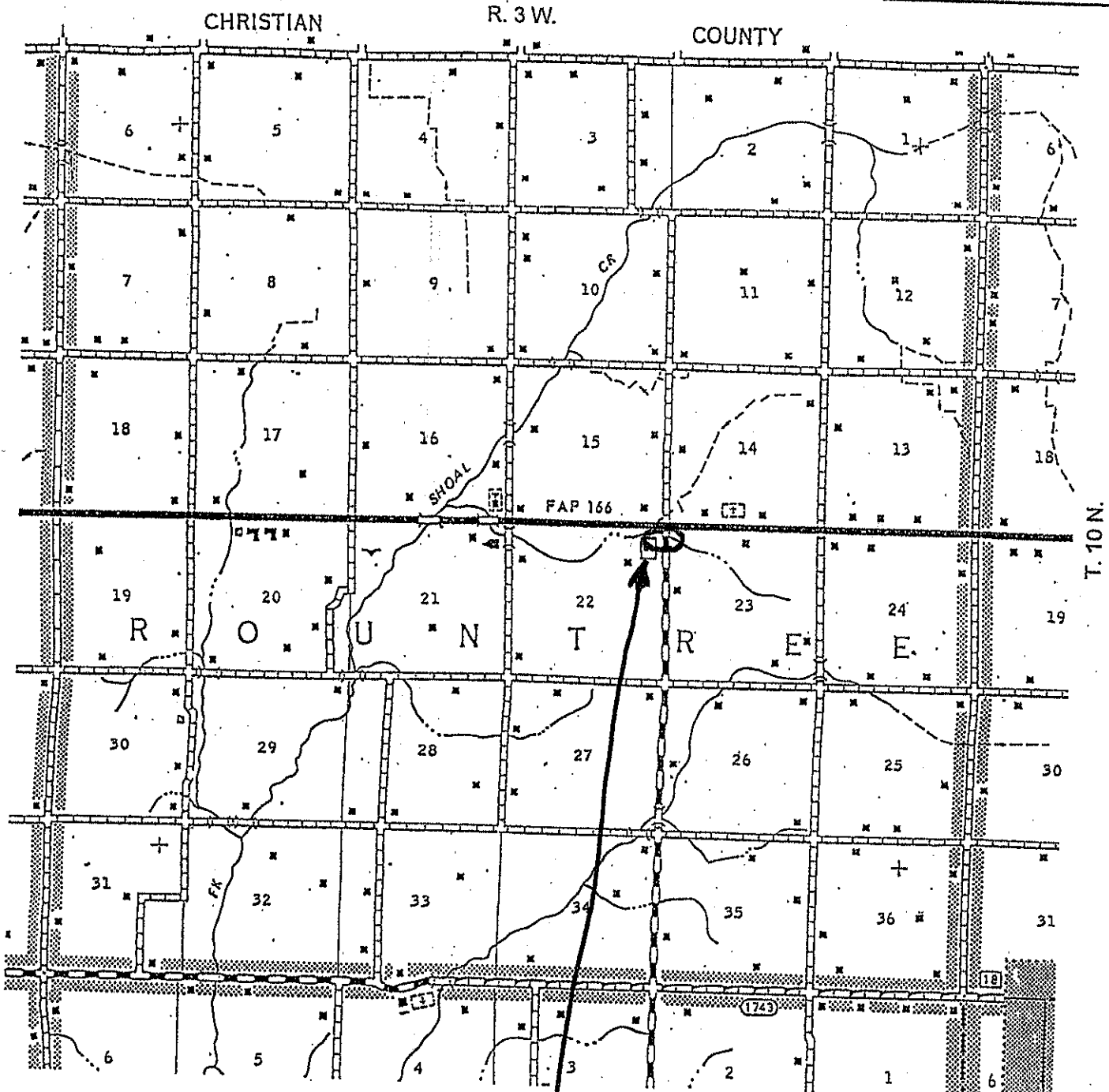
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

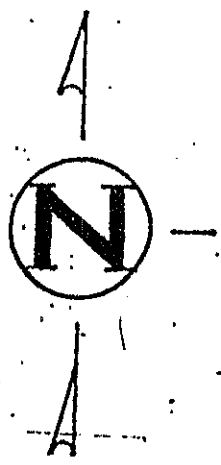
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

ROUNTREE R. D.  
R. 3 W., T. 10 N.



EXIST. = 96' x 64' MULTI-PLATE  
 PROPOSED = 96' x 64' P.C.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 13-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

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


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
BUTLER GROVE	945 B-CA, Location A	See Attached Map	\$3,000.00

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

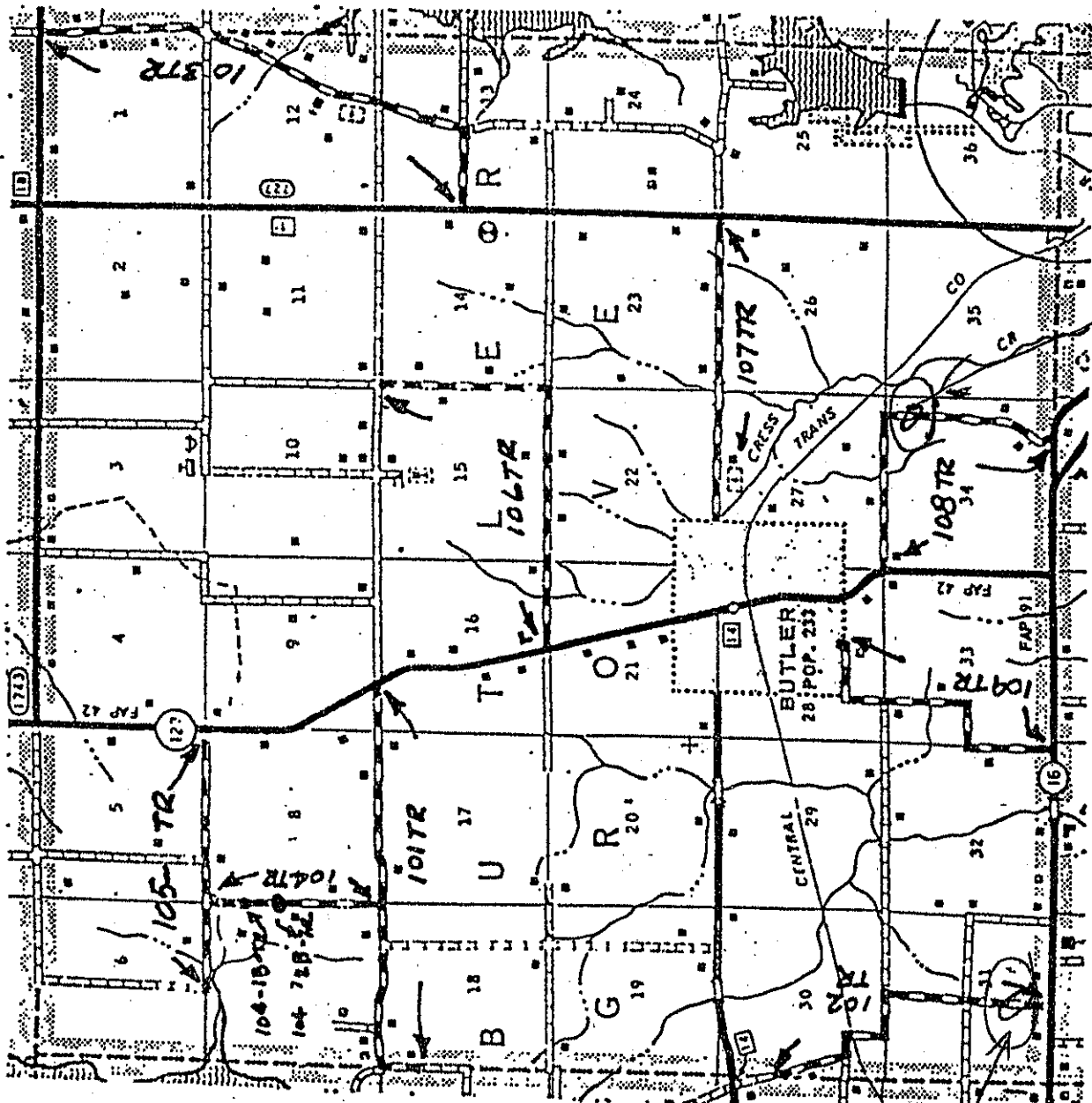
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Butler Grove 50%

BUTLER GROVE  
Township  
Montgomery County  
R-4W, T-9N



Lark Trg.  
South - Jo. S + Merriman (live)

Parson's  
1st Culvert  
from 16th  
going north  
Cotted Out  
+ St  
+ + Narrow

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 14-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of BUTLER GROVE of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
BUTLER GROVE	945 B-CA, Location B	See Attached Map	\$2,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Butler Grove 50%



BUTLER GROVE  
Township  
Montgomery County  
R-4N, T-9N



Parsons  
1st Culvert  
from 16th  
going north  
lotted out  
Sh  
Narrow

Lark Trg!  
South - Jo  
+ Merriman (live)

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 15-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$4,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

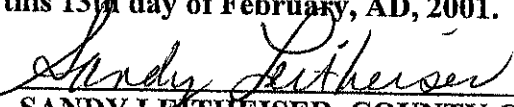
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	946 B-CA, Location A	See Attached Map	\$8,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

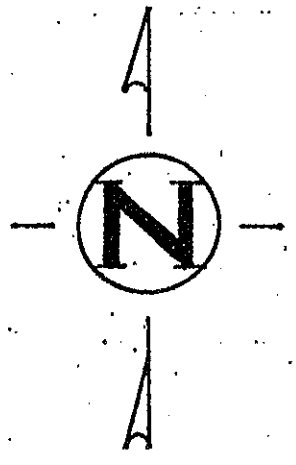
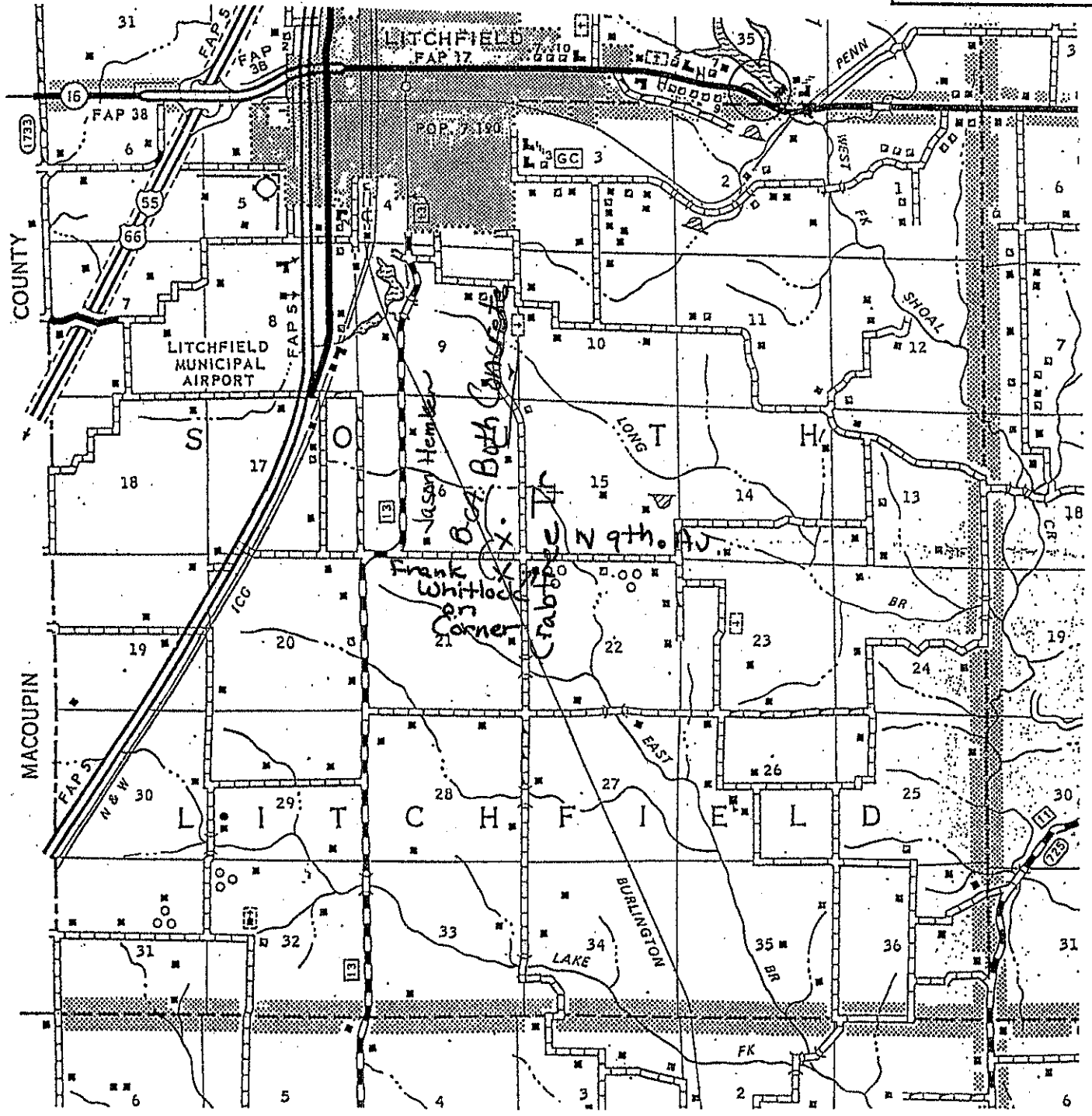
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
South Litchfield 50%

SOUTH LITCHFIELD R. D.  
R. 5 W., T. 8 N.

R. 5 W.



T. 8 N.



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 16-01**

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

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

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

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$5,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	946 B-CA, Location B	See Attached Map	\$11,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

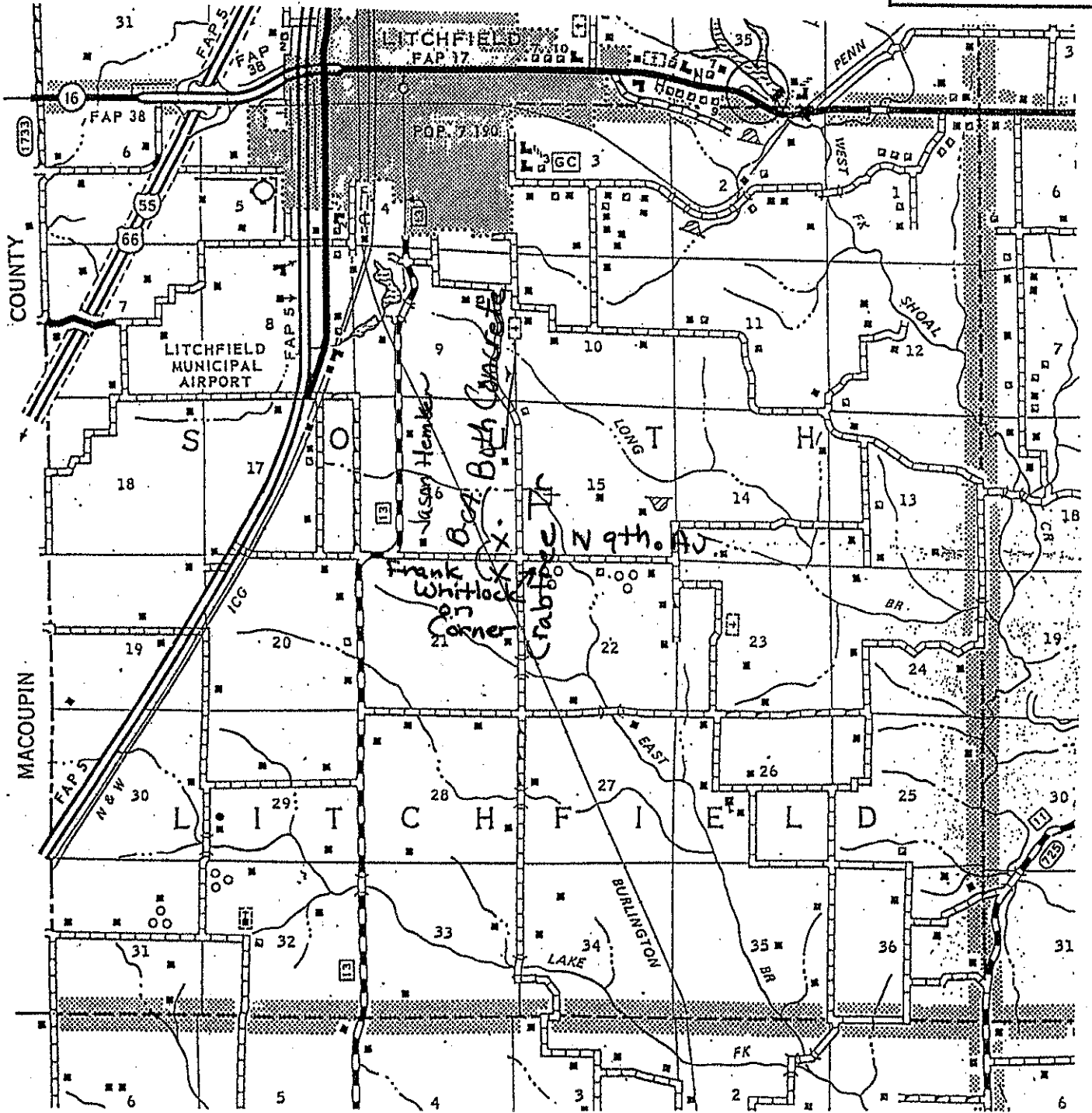
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

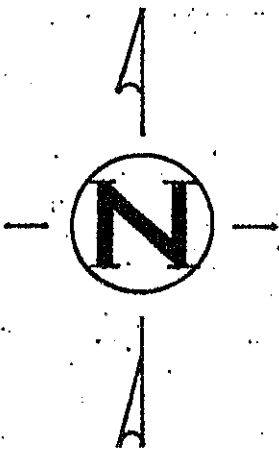
**COST BREAKDOWN:**

Montgomery County	50%
South Litchfield	50%

R. 5 W.



T. 8 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 17-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$2,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	947 B-CA,	See Attached Map	\$4,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

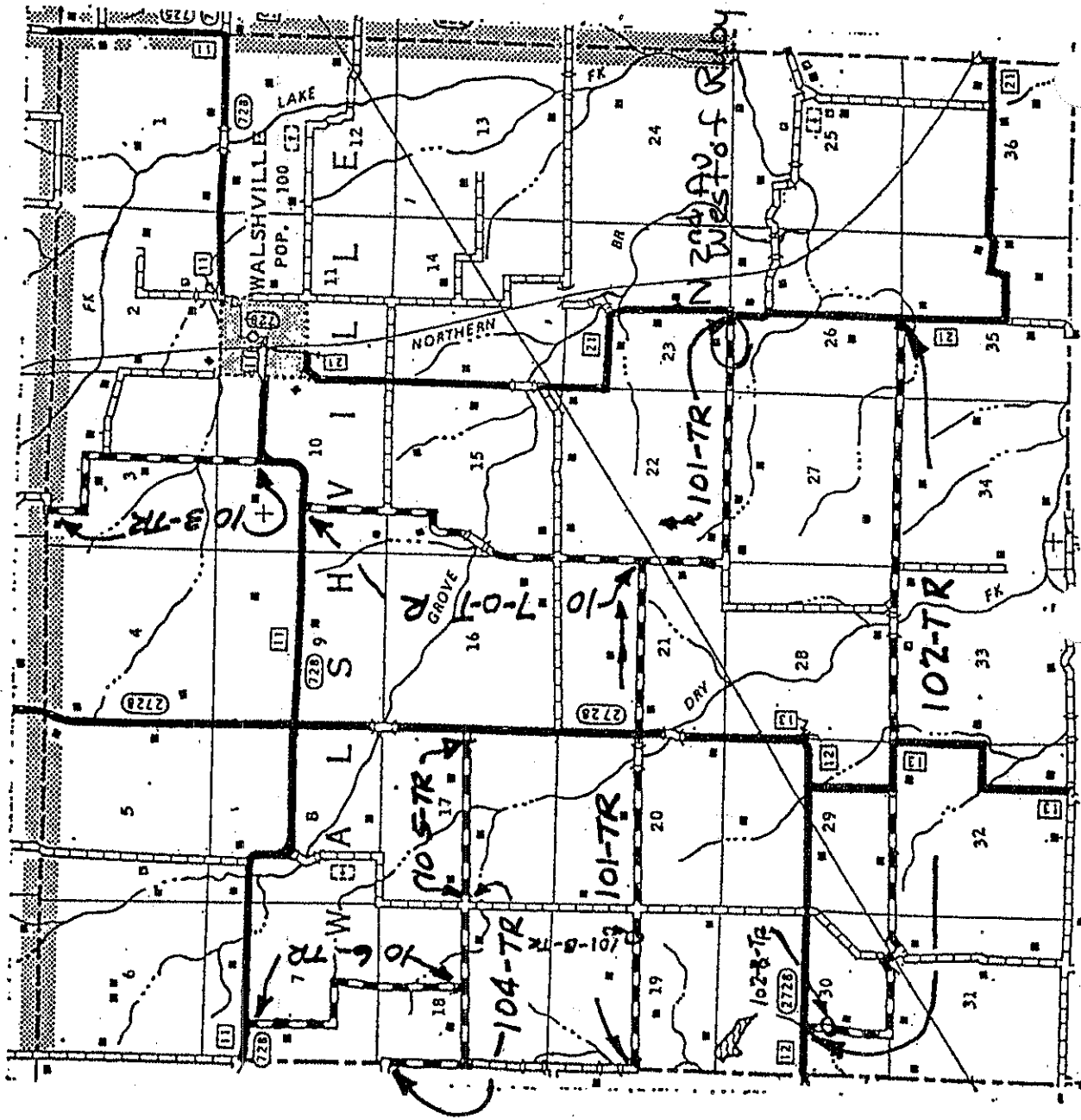
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Walshville 50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



*West of Rwy Hughes (B-CA) Concrete.*

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 18-01**

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

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

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

WHEREAS, The Road District of ZANESVILLE of Montgomery County has agreed to pay an amount of \$3,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ZANESVILLE	948 B-CA,	See Attached Map	\$6,000.00

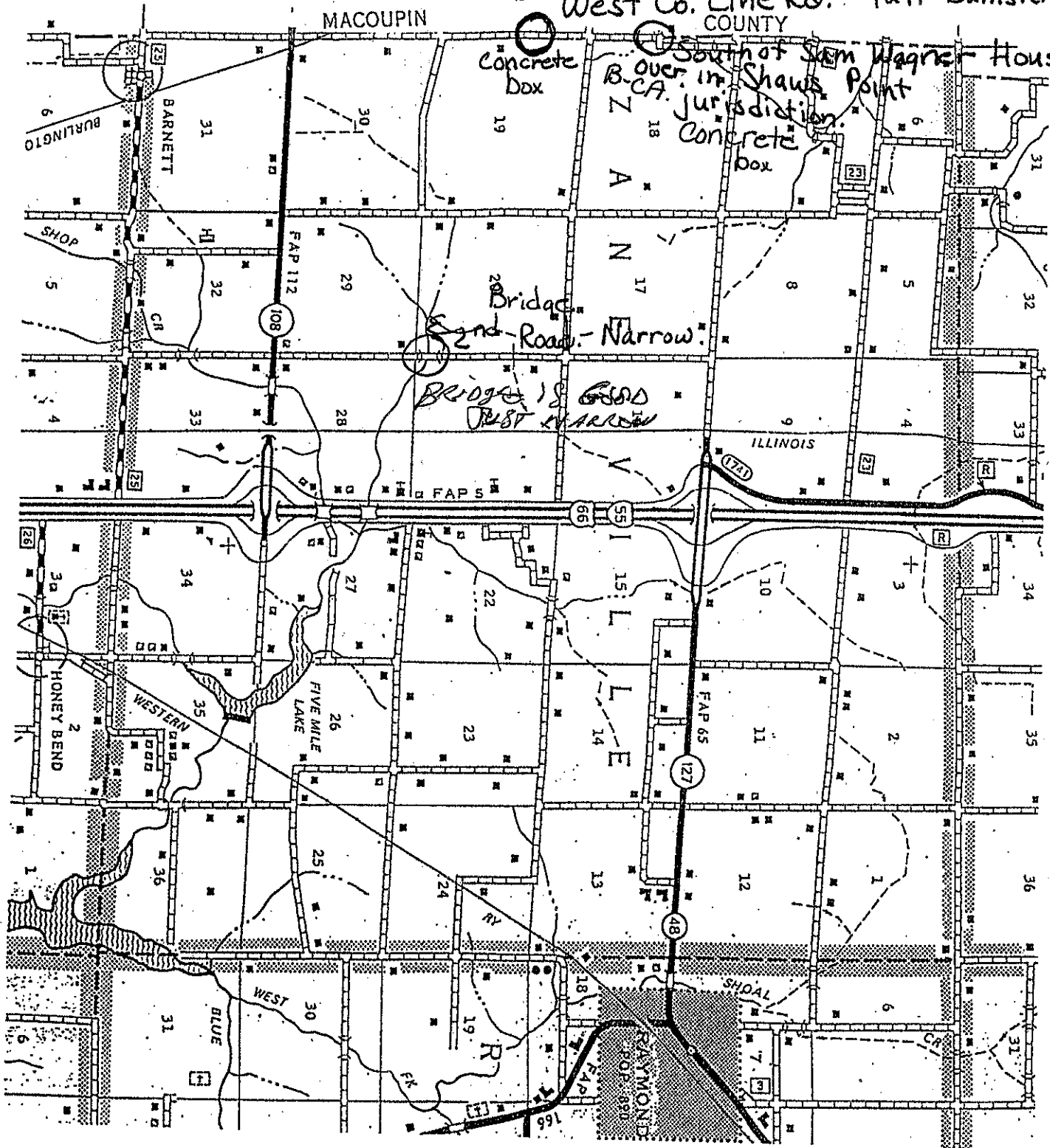
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

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



T. 10 N.

R. 5 W.

ZANESVILLE, D.  
R. 5 W., T. 10 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 19-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

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


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
ROUNTREE	949 B-CA,	See Attached Map	\$3,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

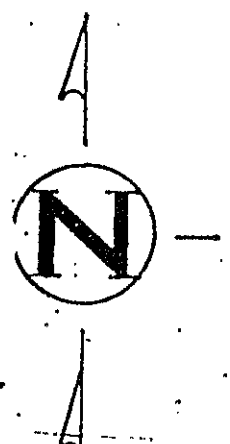
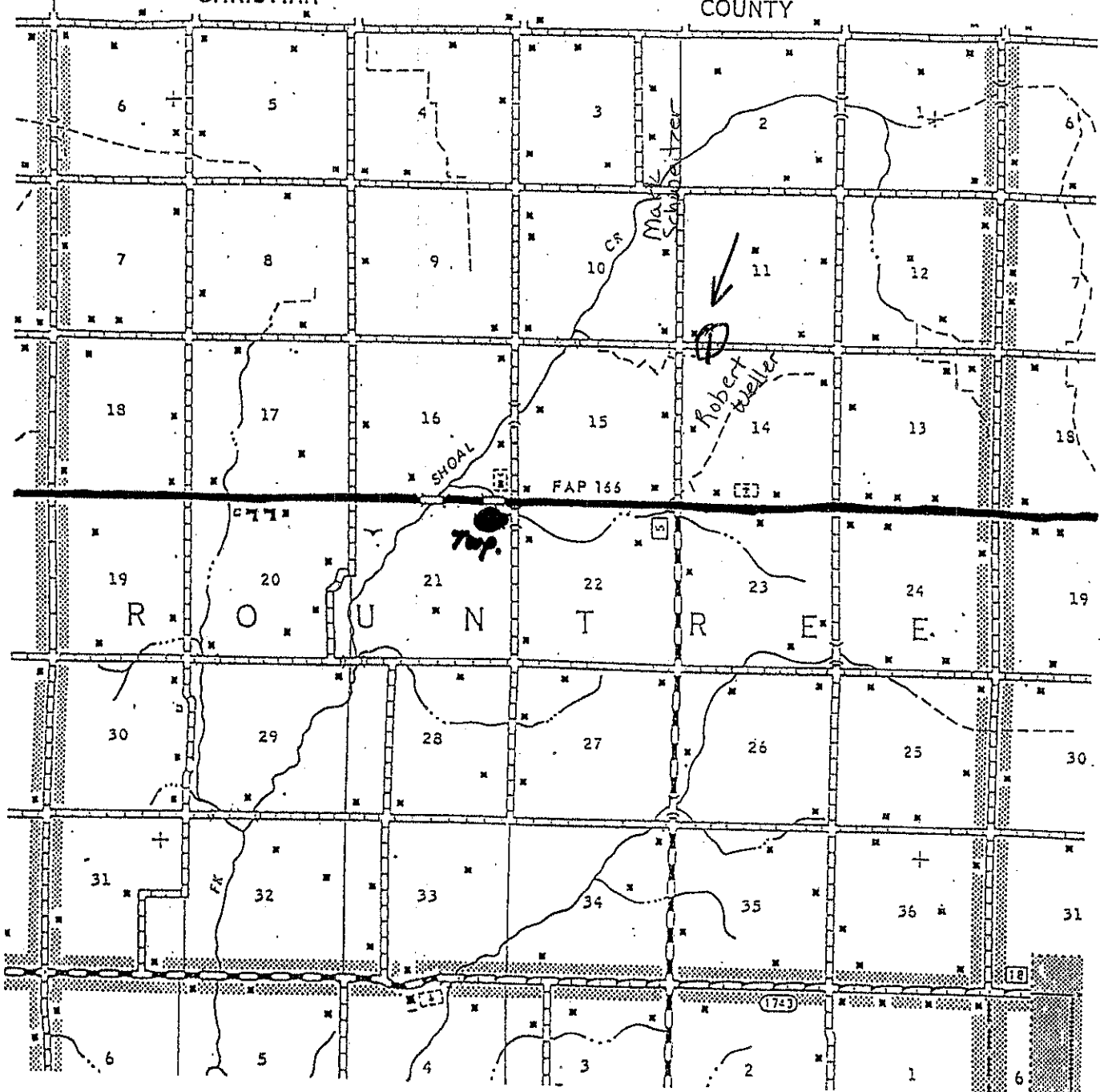
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Rountree 50%

2000 (B-CA)

ROUNTREE R. D.  
R. 3 W., T. 10 N.

CHRISTIAN R. 3 W. COUNTY





MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 20-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of PITMAN of Montgomery County has agreed to pay an amount of \$21,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:


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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
PITMAN	950 B-CA,	See Attached Map	\$42,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

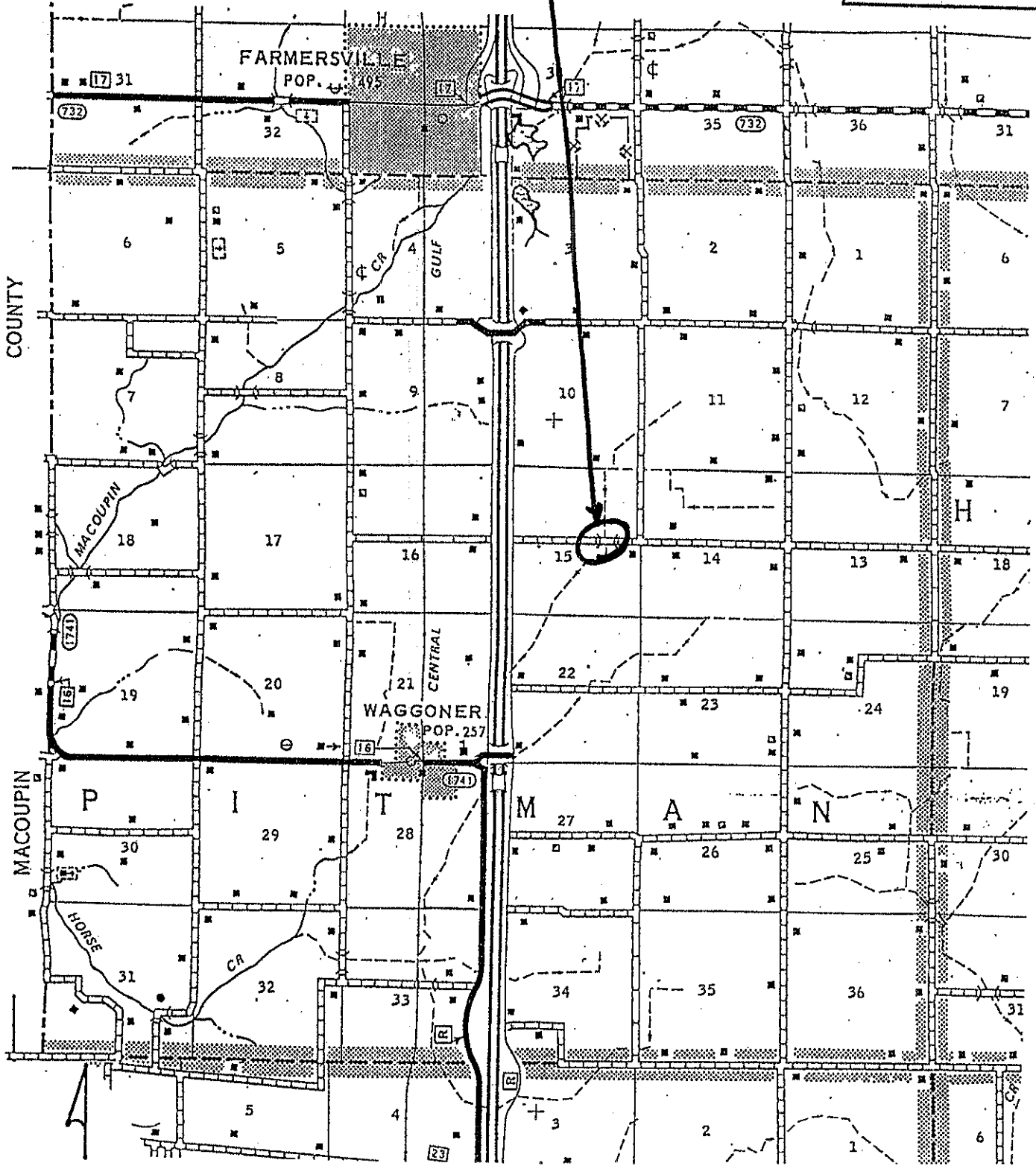
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Pitman 50%

#58D Alum. Boy

PITMAN R. D.  
R. 5 W., T. 11 N.

R. 5 W.



T. 11 N.



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 21-01**

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

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

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

WHEREAS, The Road District of SOUTH LITCHFIELD of Montgomery County has agreed to pay an amount of \$21,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
SOUTH LITCHFIELD	951 B-CA,	See Attached Map	\$42,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
South Litchfield	50%

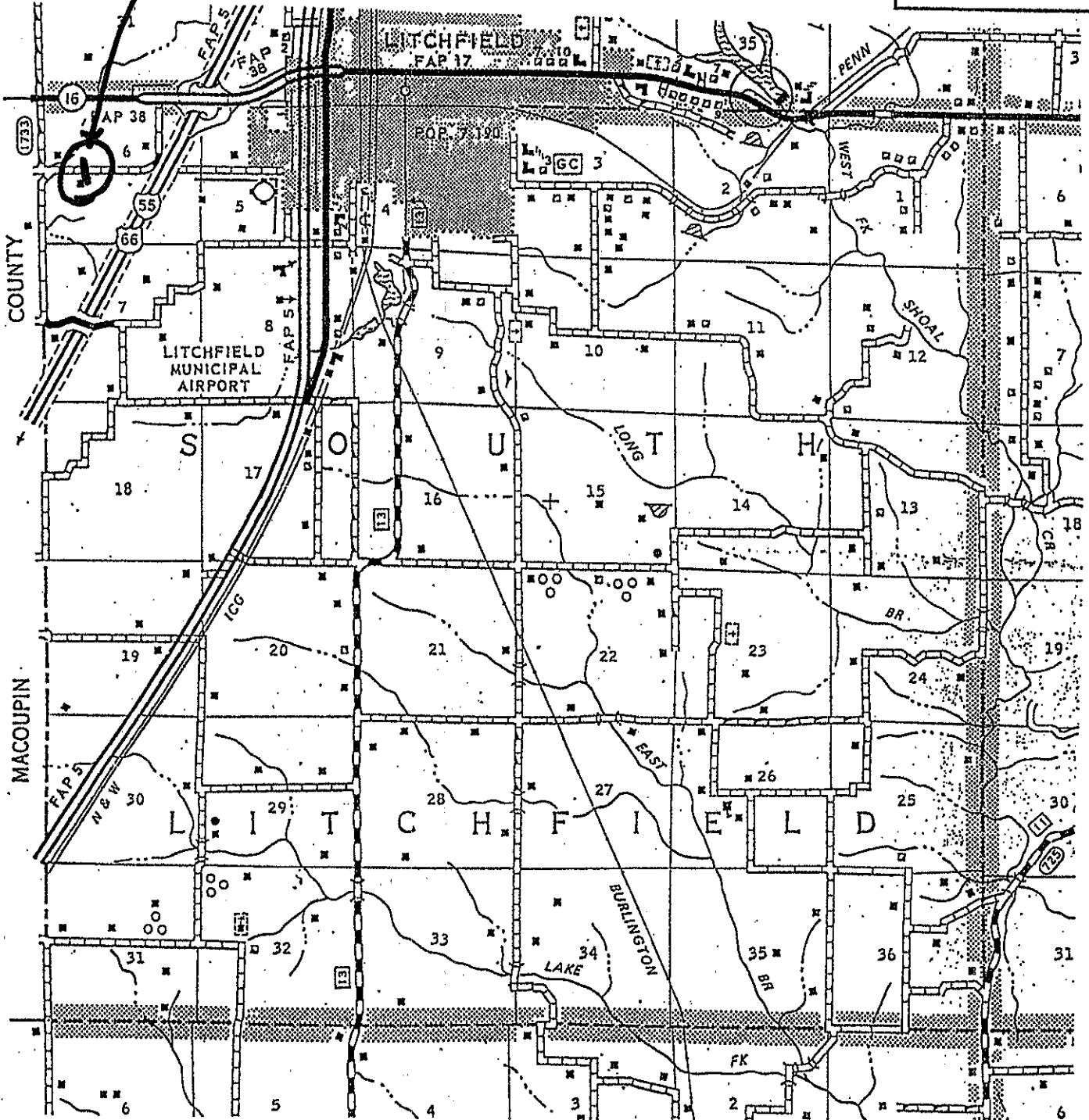
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BOOK

PAGE 188

SOUTH LITCHFIELD R. D.  
R. 5 W., T. 8 N.

R. 5 W.



T. 8 N.



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 22-01

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
14 (Rocky Hollow) (South of Bishop's - Sec. 28)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$5,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

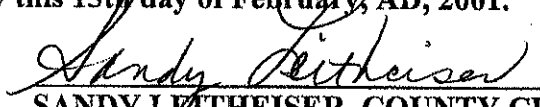
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	953 B-CA Location A	See Attached Map	\$5,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

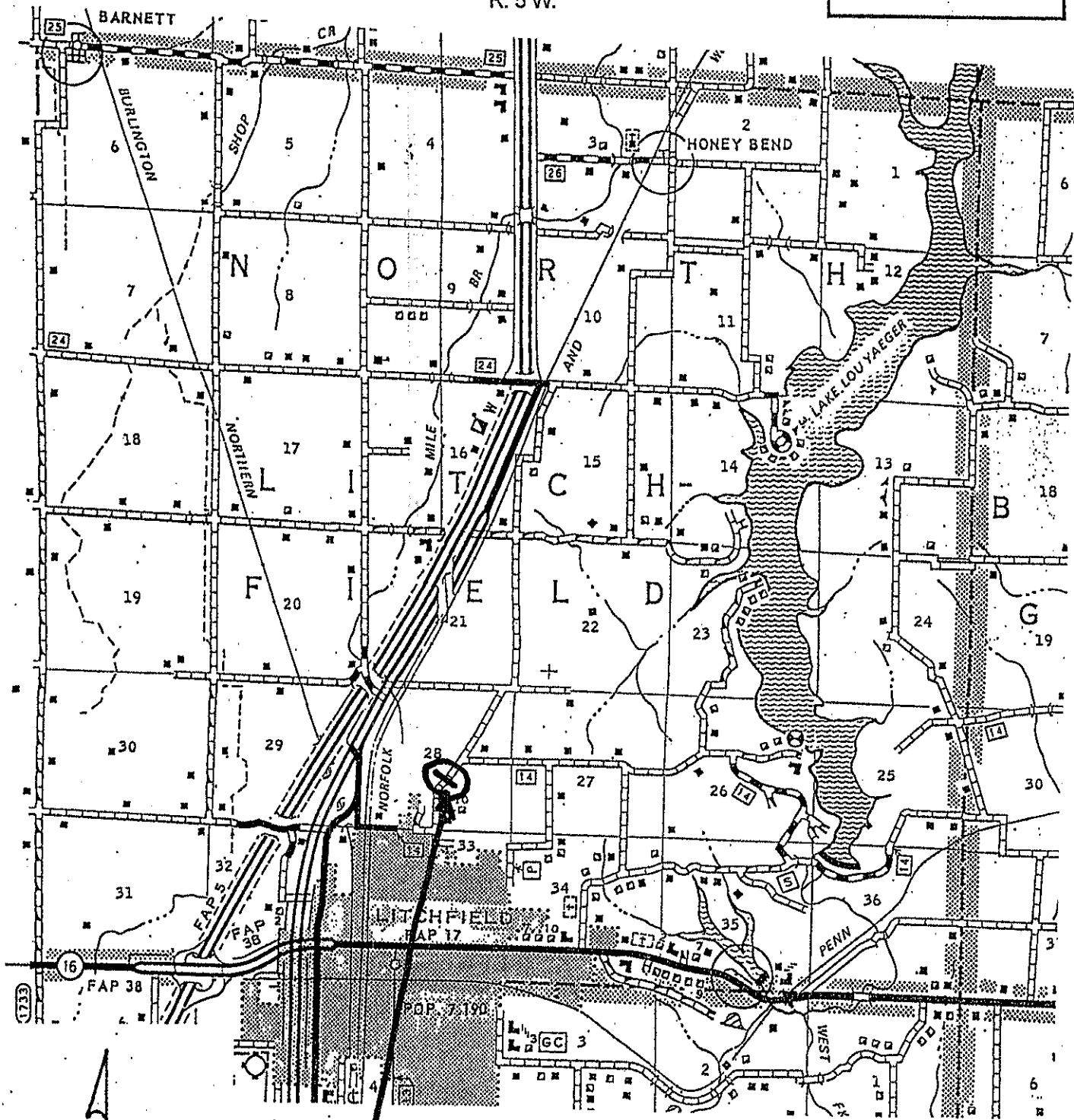
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

NORTH LITCHFIELD R. D.  
R. 5 W., T. 9 N.

R. 5 W.



T. 9 N.



952-6CA  
Loc. A

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 23-01

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
14 (Rocky Hollow) (East of Gary Ruppert's – Sec. 28)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$5,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:


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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	953 B-CA Location B	See Attached Map	\$5,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

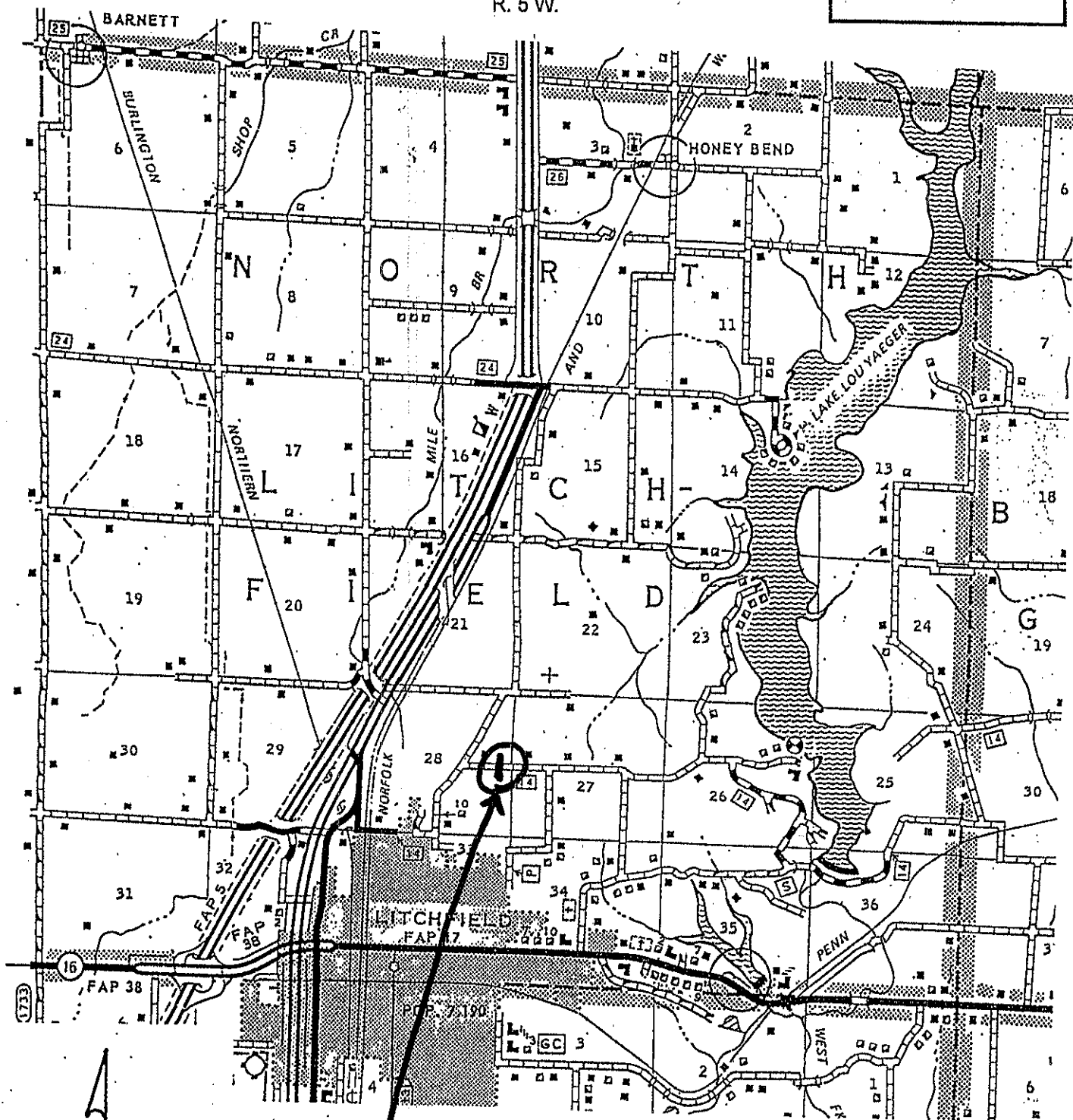
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

NORTH LITCHFIELD R. D.  
R. 5 W., T. 9 N.

R. 5 W.



T. 9 N.



952-BCA }  
 Loc. B }



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 24-01

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
14 (Rocky Hollow) (Sec. 27)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$5,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

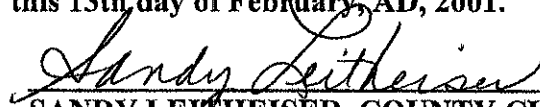
NOW THEREFORE BE IT RESOLVED, that the prayer of the COUNTY be, and the same hereby granted for aid in the construction of the bridge described below:

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	953 B-CA Location C	See Attached Map	\$5,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of Februrary, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

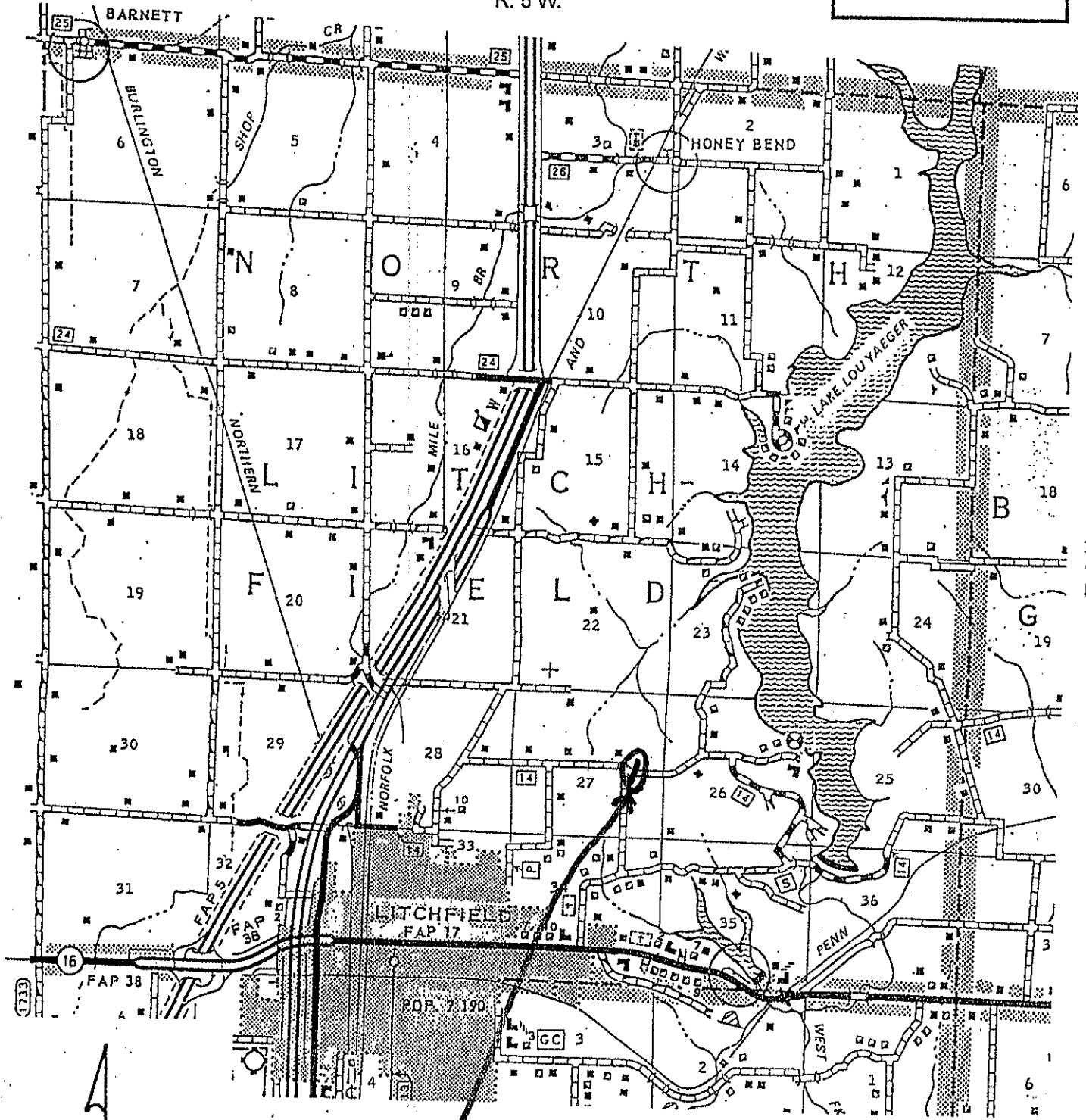
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

NORTH LITCHFIELD R. D.  
R. 5 W., T. 9 N.

R. 5 W.

T. 9 N.



952-BCA  
Loc. C

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 25-01

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
14 (Rocky Hollow) (East of Raymond Kopp - Sec. 20)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	953 B-CA Location D	See Attached Map	\$3,000.00

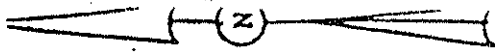
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge be obtained from the COUNTY AID TO BRIDGES FUND #235.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%



BUTLER GROVE  
Township  
Montgomery County  
R-4W, T-9N



752-BCA7  
Loc. D.S.

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 26-01**

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
14 (Rocky Hollow) (.30 Mile West of Bean's - Sec. 21)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$3,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	953 B-CA Location E	See Attached Map	\$3,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

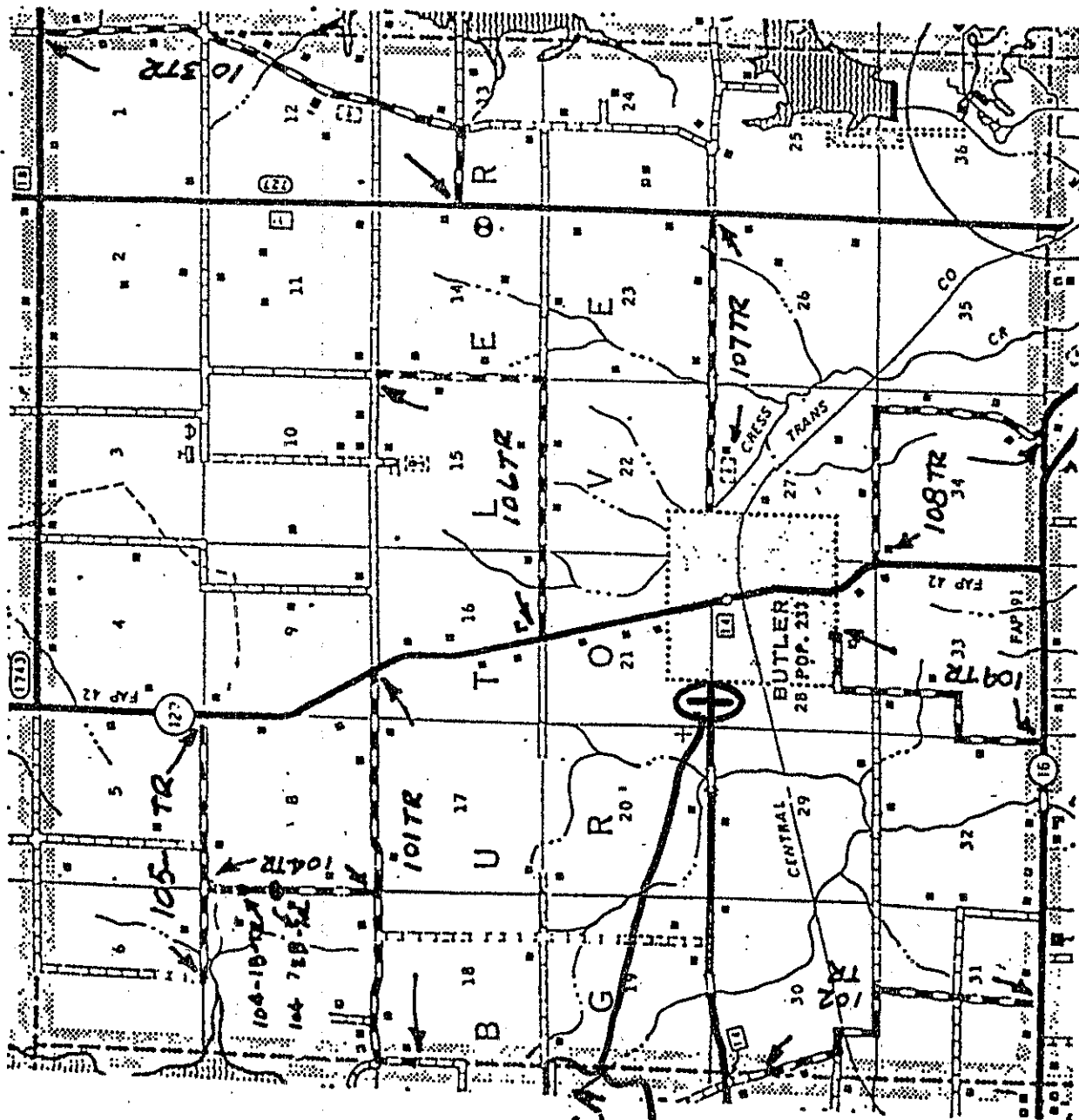
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County            100%

BUTLER GROVE  
Township  
Montgomery County  
R-4W, T-9N



752-BCA  
loc. E

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 27-01

**USING COUNTY AID TO BRIDGE FUND 26-C (#235) FOR THE  
PURPOSE OF MAINTAINING BRIDGE ON COUNTY HIGHWAY NO.  
14 (Rocky Hollow) (200' West of Beam's - Sec. 21)**

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

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

WHEREAS, The COUNTY OF MONTGOMERY has agreed to pay an amount of \$5,000.00 or 100% of the cost from the proceeds of the COUNTY AID TO BRIDGES FUND #235 for financing the bridge described below:

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

<u>COUNTY</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
MONTGOMERY	953 B-CA Location F	See Attached Map	\$5,000.00

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

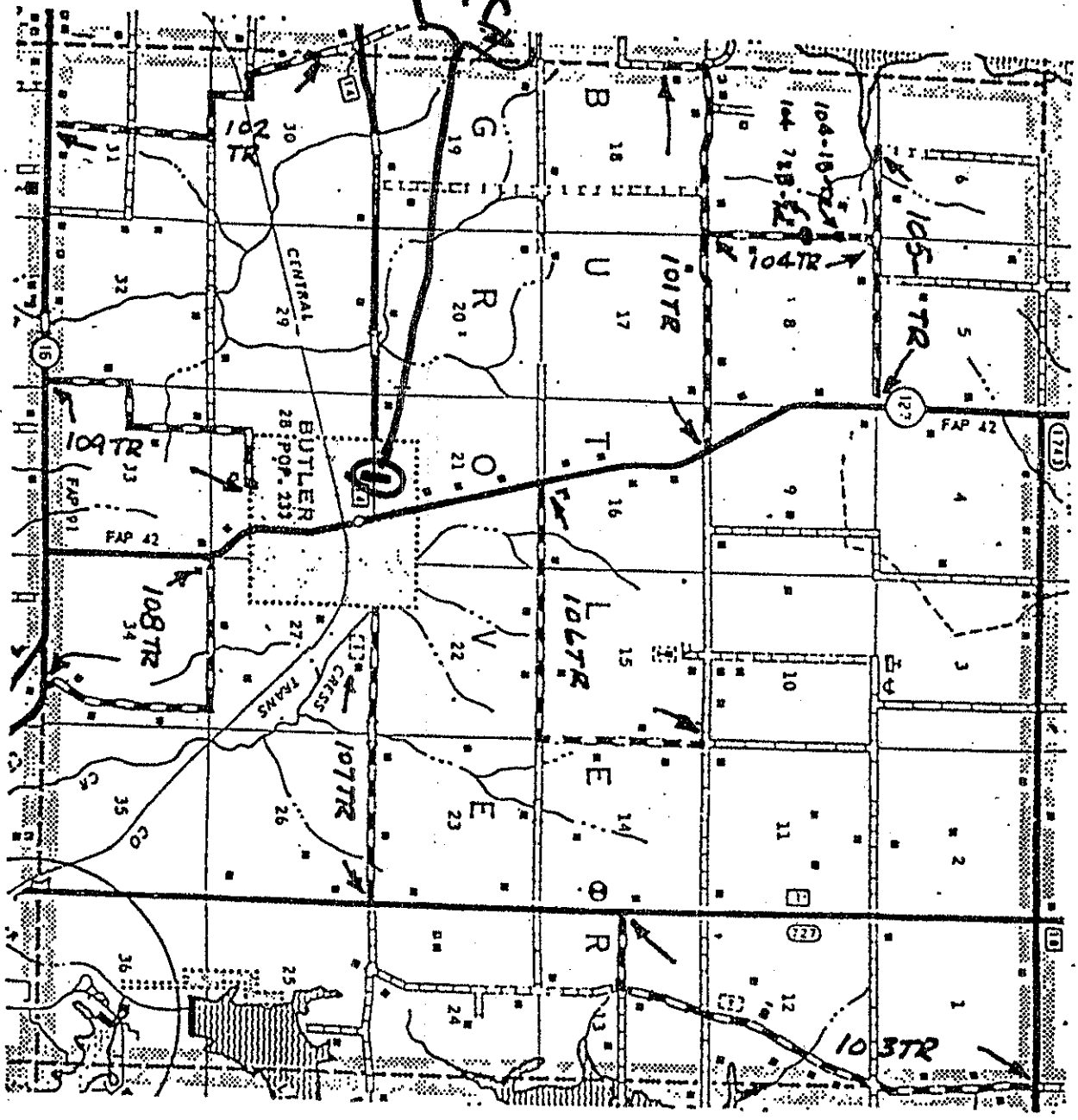
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 100%

952-85A  
Loc. F



BUTLER GROVE  
 Township  
 Montgomery County  
 R-4N, T-9N

N



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 28-01**

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

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

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

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$1,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

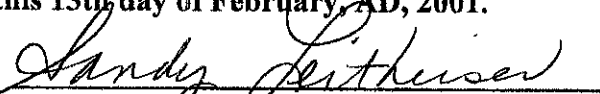
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	954 B-CA,	See Attached Map	\$2,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

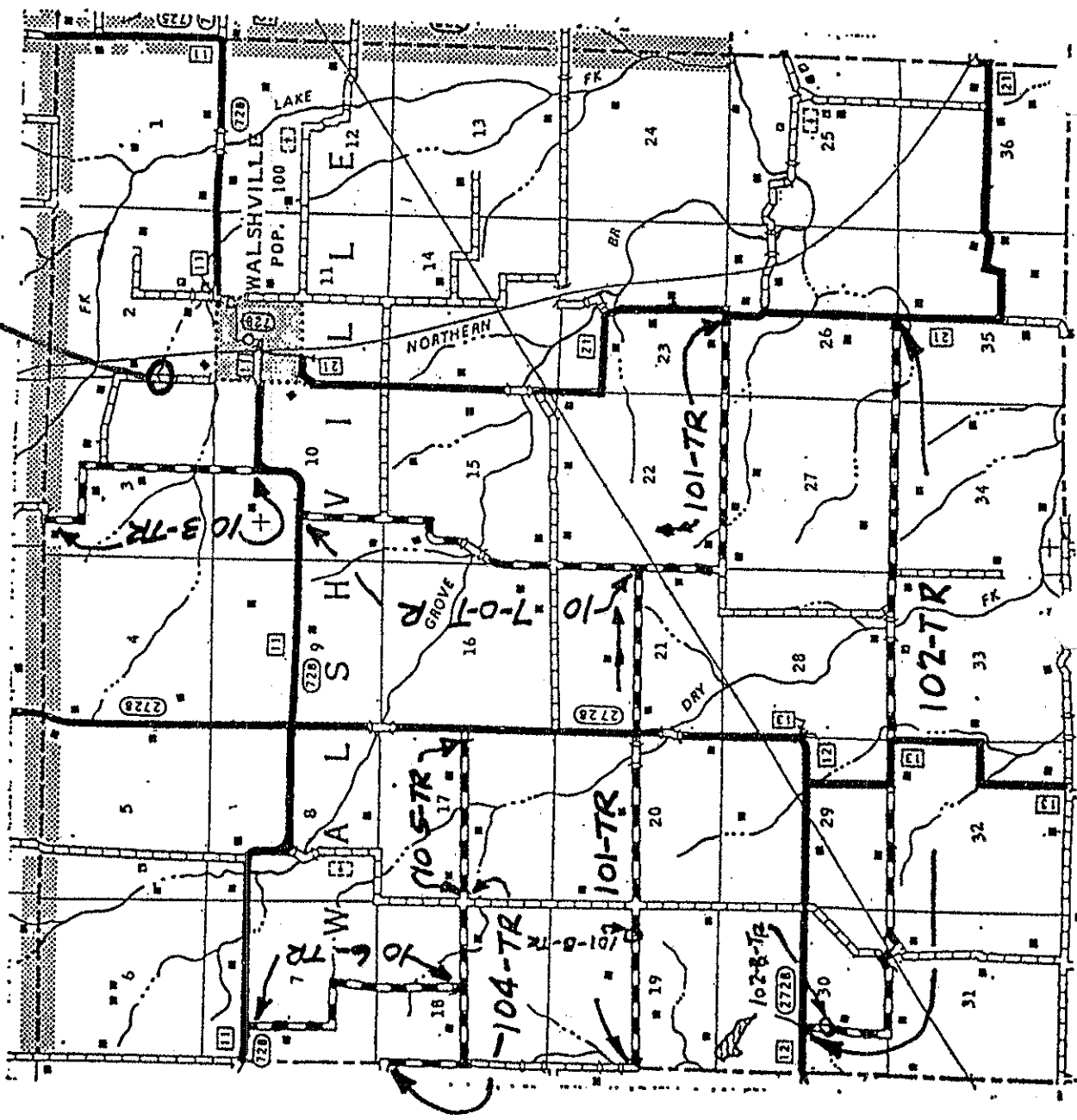
  
SANDY LEITHEISER, COUNTY CLERK

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



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N

BCA - Project



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 29-01  
Amends Resolution #38-00 for \$1,700.00 Amended by \$316.92**

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

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

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

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$1,008.46 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	920 B-CA, Location A	See Attached Map	\$2,016.92

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

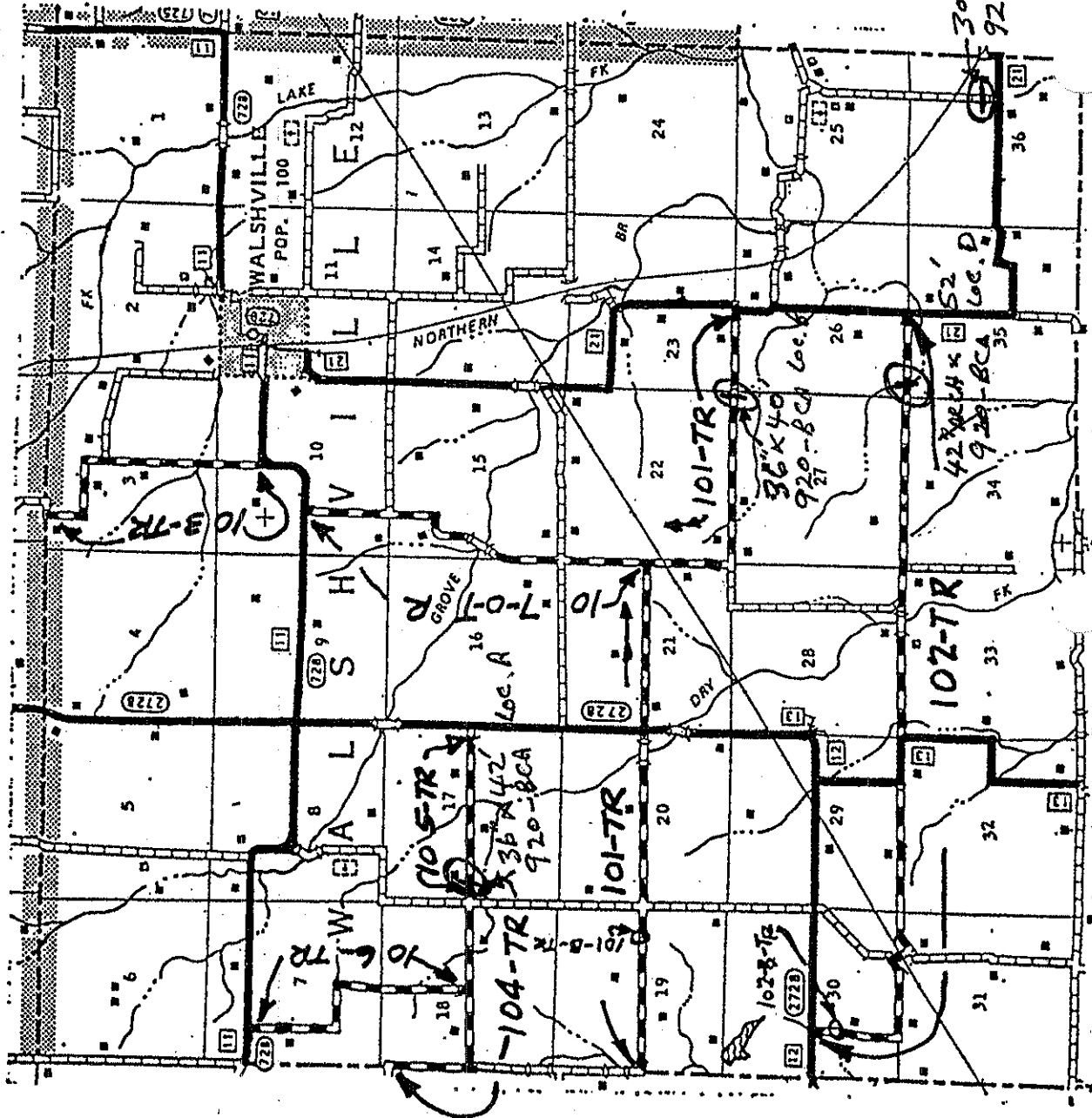
  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
Walshville R.D.	50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 30-01  
Amends Resolution #39-00 for \$1,650.00 Amended by \$192.79**

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

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

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

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$921.39 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	920 B-CA, Location B	See Attached Map	\$1,842.79

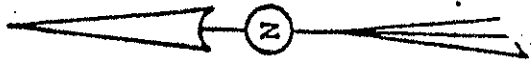
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

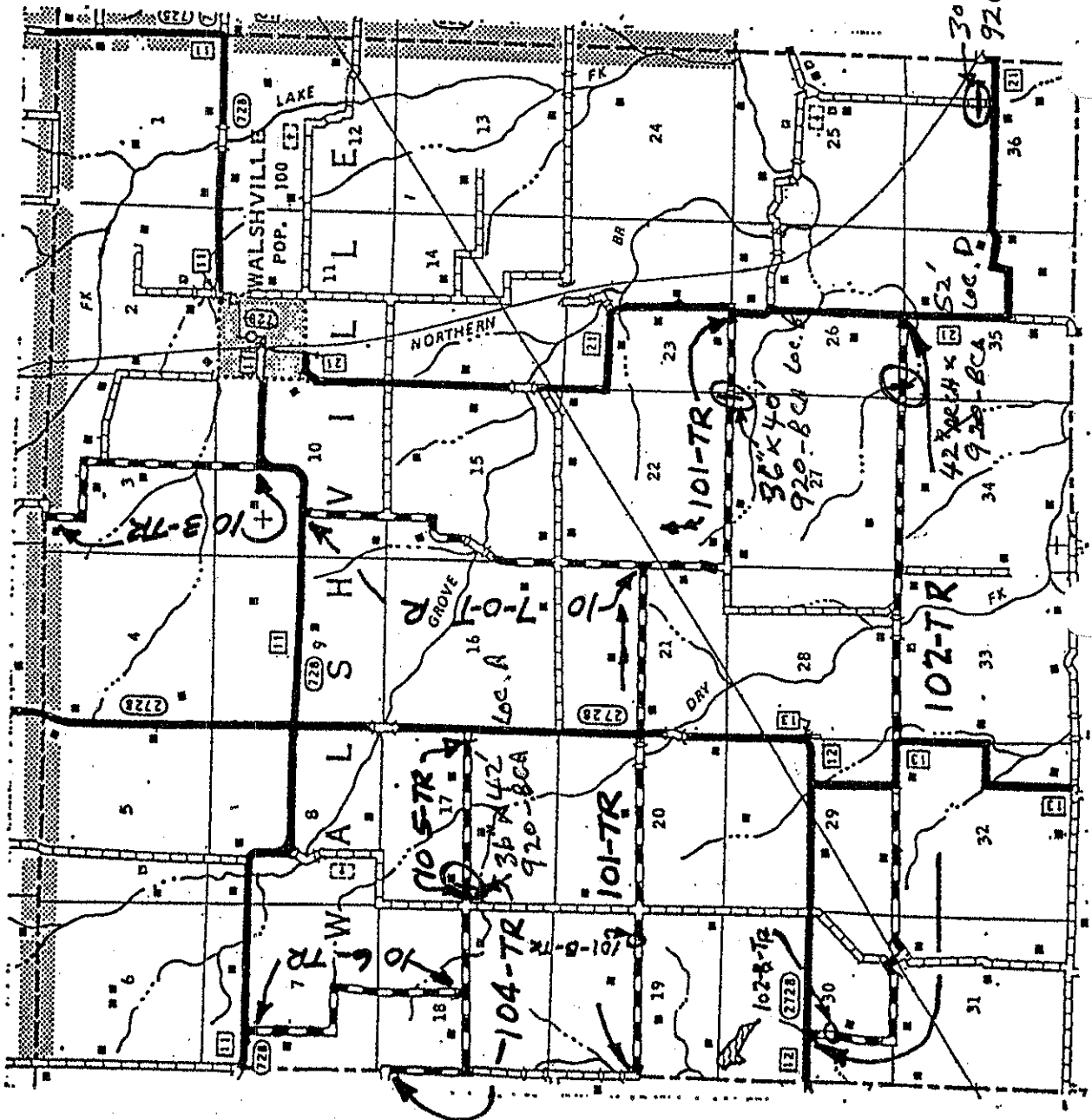
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**  
Montgomery County            50%  
Walshville R.D.                50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



30x40  
920-BCA Loc. C

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 31-01  
Amends Resolution #41-00 for \$4,500.00 Amended by \$1,389.64**

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

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

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

WHEREAS, The Road District of WALSHVILLE of Montgomery County has agreed to pay an amount of \$2,944.82 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
WALSHVILLE	920 B-CA, Location D	See Attached Map	\$5,889.64

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of February, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of February, AD, 2001.

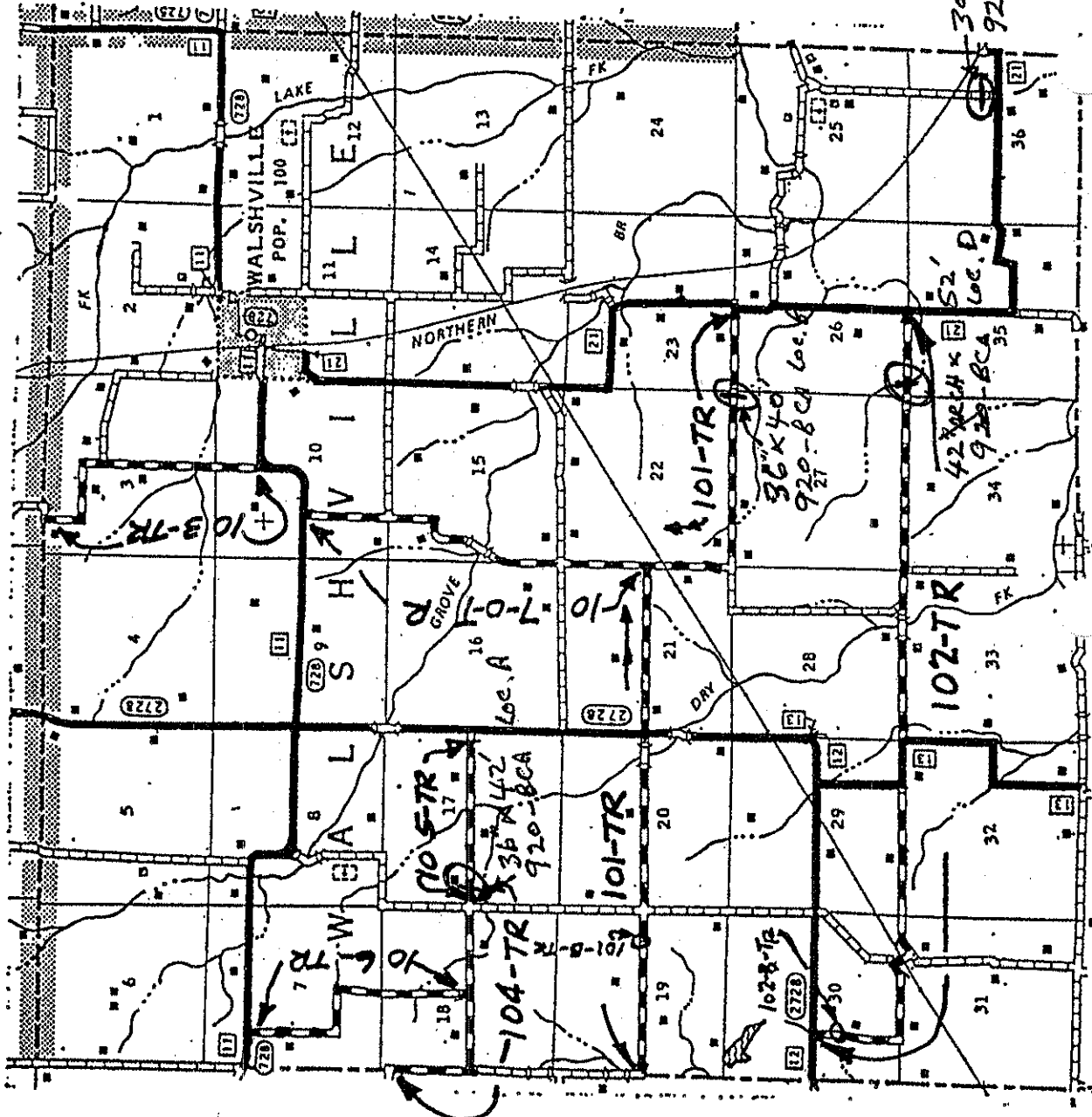
  
SANDY LEITHEISER, COUNTY CLERK

**COST BREAKDOWN:**

Montgomery County	50%
Walshville R.D.	50%



WALSHVILLE  
Township  
Montgomery County  
R-5W, T-7N



30' x 40'  
920-BCA Loc. C



Municipality Near Fillmore	<b>L O C A L  A G E N C Y</b>	<b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name Allen Henderson & Assoc., Inc.
Township Fillmore				Address 1941 S. Spring Street
County Montgomery				City Springfield
Section 01-00117-00-BR				State Illinois, 62704

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of Feb, 2001 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 finance ENGINEERING services as described under AGREEMENT PROVISIONS.

#### Section Description

Name Dry Fork Route FAS 723 Length ±0.2 Mi.        KM (Structure 068-3013 (E)  
068-3348 (P))

Termini Beginning at a point near the S.E. corner of the N.W. ¼ of Section 35, T.8N., R.2W. of the 3<sup>rd</sup> P.M. and extending  
Northerly for a distance of ±1000 feet.

Description:  
Replacement of an existing structurally and geometrically deficient bridge.

#### 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 hereinbefore described, and checked below:
    - a.  Make such detailed surveys as are necessary for the preparation of detailed bridge and 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 an 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.
- e: Four copies to be submitted to District Engineer

- 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.
  - 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, 1b, 1e, 1f, 1g, 1j, 1k, 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 the DEPARTMENT based on the following schedule:

**Schedule for Percentages Based on Awarded Contract Cost**

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	10%	%
Next \$50,000	7.75%	%
Next \$500,000	6.5%	%
Next \$500,000	5.5%	%
		%
		%

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

2. To pay for services stipulated in paragraphs xx, xx, xx, xx, xx, 1h, xx & xx of the ENGINEER AGREES at actual cost of Performing such work plus 130 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 xx, xx, xx, xx, xx, 1h, xx & xx. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost – being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 95 percent of the total fee due under this AGREEMENT based on the approved estimate of cost. The upper & lower limits of the awarded contract for fee determination purposes shall be 107% & 93% respectively of the engineer's 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 95 percent of the amount earned, may be made from time to time as the work progresses.

That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services ENGINEER for his actual costs plus 130 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 130 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.

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#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members 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.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

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

County Board Chairman

By Milo A. Hawes  
Title Chairman of County Board

Executed by the ENGINEER:

Allen Henderson and Associates, Inc.


1941 South Spring Street

Springfield, Illinois 62704

ATTEST:

By M.A. Henderson  
Title Vice-President

By Allen P. Henderson  
Title President

Principal	LOCAL AGENCY	 Illinois Department of Transportation  Preliminary Engineering Services Agreement For Motor Fuel Tax Funds  CB Job No. 01014	CONSULTANT	Name Coombe-Bloxdorf, P.C.
Township Nokomis / Greenwood				Address 1323 South First Street
County Montgomery				City Springfield
Section 00-10119-00-BR 00-04115-00-BR				State Illinois 62704

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of March, 2001 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 Tributary to South Fork Route TR 75B Length \_\_\_\_\_ Mi \_\_\_\_\_ KM (Structure No. 068-3340)  
 Termini NW ¼ Section 5, Township 10 North, Range 2 West of the Third Principal Meridian, Montgomery / Christian County, Illinois

Description:  
 Removal and replacement of an existing bridge structure and including the necessary approach roadway work.

**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 hereinbefore described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, 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.

Note: Four copies to be submitted to District Engineer

MARCH

- 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.
- 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	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: ~~Not necessarily a percentage. Could use per diem, cost plus or lump sum.~~  
Basic services defined in Exhibit A

- 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 160 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:
  - 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 160 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 160 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.

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#### It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members 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.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused 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 of the  
(County)

ATTEST

State of Illinois, acting by and through its

By

*Sandy Leithner*

County Board

Montgomery County

Clerk

By

*Mike A. Hawes*

(Seal)

Title Chairman of the County Board

Executed by the ENGINEER:

Coombe-Bloxdorf, P.C.

ATTEST:

1323 South First Street

By

*Mark D. [Signature]*

Springfield, Illinois 62704

By

*Mary Coombe Bloxdorf*

Title Project Engineer

Title President



**EXHIBIT A**  
to  
**Preliminary Engineering  
Services Agreement**  
CB Job No. 01014

Section: 00-10119-00-BR / 00-04115-00-BR  
Name: Tributary to South Fork: T.R. 75B Length: Mi. (Structure No. 068-3340)  
Termini: Section 5, Township 10 North, Range 2 West of the Third Principal Meridian,  
Montgomery / Christian Counties, Illinois.  
Description: Removal and replacement of an existing bridge structure and including the necessary  
approach roadway work.

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**Further Description of Basic Services, Duties of Owner,  
Method of Payment and Related Matters**

This is an exhibit attached to and made part of the Agreement dated March 7, 2001 between Montgomery County, Illinois (LA) and Coombe-Bloxdorf, P.C. (ENGINEER) for Engineering Professional Services.

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BASIC SERVICES are defined as services described in ENGINEER AGREES provision of said Agreement, to include Paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1j, 2, 4, 5, and 6 supplemented or amended as follows:

- Par. 1c. ENGINEER will provide coordination and interpretation of soil data as required for the design of the proposed improvement. Procurement and payment of soil surveys and subsurface investigations will be provided by the LA.
- Par. 1e. Submit Army Corps of Engineers Nationwide permit application and Department of Natural Resources - Office of Water Resources Permit.
- Par. 1g. 1) Plans; special provisions and proposals and estimates will be prepared for the proposed replacement structure presumed to be a three span, spill thru abutment, prestressed concrete deck beam bridge, 27 feet wide, including required approach and channel work.

The LA AGREES to pay the Engineer as compensation for all services performed as stipulated under the LA AGREES provision of the AGREEMENT, amended as follows:

- 1) Delete Paragraph 1, including 1a. and 1b.
- 2) Revise the first line of Paragraph 2 to include all BASIC SERVICES defined in EXHIBIT A.
- 3) Delete from Paragraph 3, Items 3a. and 3b.
- 4) Include in Paragraph 3 the terms, "Upon completion of the heretofore prescribed work under the ENGINEER AGREES, to the satisfaction of the LA and approval of the DEPARTMENT, 100% of the total fee due under the terms of the AGREEMENT will be paid."

The LA AGREES to pay as compensation for BASIC SERVICES described in this EXHIBIT A, a sum of money not-to-exceed \$15,000, in accordance with the terms and provisions of the AGREEMENT as amended by this EXHIBIT A.

**COOMBE-BLOXDORF, P.C.  
1323 S. FIRST STREET  
SPRINGFIELD, IL 62704**


**EXHIBIT B**

Current Payroll Rates by Classification  
(as of March 1, 2001)

<u>CLASSIFICATION</u>	From	To
Principal	82.00	82.00
Structural Engineer	69.00	82.00
Professional Engineer	62.50	82.00
Registered Land Surveyor	42.30	82.00
Design Engineer	41.90	54.20
Party Chief (PLS or non-PLS)	37.10	52.3
Engineering Technician	28.60	42.70
Survey Technician	26.0	42.70
Clerical	27.3	36.4

**Miscellaneous Expenses**

Mileage	0.32mile
Lodging	Actual Cost (\$75.00 max)
Per Diem	\$26.00/day
Monument & Plat Recording Fee	Actual Cost
Printing & Copies (by others)	Actual Cost
Geopak	\$10.00/hour

Municipality	L O C A L  A G E N C Y	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>  CB Job No. 01015	C O N S U L T A N T	Name Coombe-Bloxdorf, P.C.
Township BOIS D ARC				Address 1323 South First Street
County Montgomery				City Springfield
Section 01-00121-00-BR				State Illinois 62704

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of March, 2001 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 Horse Creek Route CH 3 Length        Mi        KM (Structure No. 068-3028 )

Termini NE ¼, NE ¼ Section 7, Township 12 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois

Description:  
Removal and replacement of an existing bridge structure and including the necessary approach roadway work plus additional roadway work and analysis of 3 additional structures to remediate flooding problem north of the bridge. ±1.0 mi total roadway improvement with longitudinal encroachment anticipated.

### 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 hereinbefore described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e.  Prepare Army Corps of Engineers Permit, 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.

Note: Four copies to be submitted to District Engineer

- 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.
  - 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, plans, 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 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.~~  
Basic services defined in Exhibit A

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 160 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:~~
  - 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.

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 160 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 160 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.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused 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 of the  
(County)

State of Illinois, acting by and through its

ATTEST

By

*Sandy Litheriser*

Montgomery County

Clerk

(Seal)

County Board

By

*Milo A. Havers*

Title Chairman of the County Board

Executed by the ENGINEER:

Coombe-Bloxdorf, P.C.

1323 South First Street

ATTEST:

Springfield, Illinois 62704

By

*Mark R. Jeffrey*

Title Project Engineer

By

*Mary Coombe Bloxdorf*

Title President

**EXHIBIT A**  
to  
**Preliminary Engineering  
Services Agreement**  
**CB Job No. 01014**

Section: 01-00121-00-BR

Name: Horse Creek: CH 3 Length: Mi. (Structure No. 068-3028)

Termini: Section 7, Township 12 North, Range 4 West of the Third Principal Meridian, Montgomery County, Illinois.

Description: Removal and replacement of an existing bridge structure and including the necessary approach roadway work plus additional roadway work and analysis of 3 additional structures to remediate flooding problem north of the bridge. ±1.0 mi total roadway improvement with longitudinal encroachment anticipated.

---

**Further Description of Basic Services, Duties of Owner,  
Method of Payment and Related Matters**

This is an exhibit attached to and made part of the Agreement dated March 7, 2001 between Montgomery County, Illinois (LA) and Coombe-Bloxdorf, P.C. (ENGINEER) for Engineering Professional Services.

---

BASIC SERVICES are defined as services described in ENGINEER AGREES provision of said Agreement, to include Paragraphs 1a, 1b, 1c, 1e, 1f, 1g, 1h, 1j, 1k, 2, 4, 5, and 6 supplemented or amended as follows:

- Par. 1c. ENGINEER will provide coordination and interpretation of soil data as required for the design of the proposed improvement. Procurement and payment of soil surveys and subsurface investigations will be provided by the LA.
- Par. 1e. Submit Army Corps of Engineers Nationwide permit application and Department of Natural Resources - Office of Water Resources Permit.
- Par. 1g. 1) Plans; special provisions and proposals and estimates will be prepared for the proposed replacement structure presumed to be a three span, spill thru abutment, prestressed concrete deck beam bridge, 27 feet wide, including required approach and channel work and additional roadway work and analysis of 3 additional structures to remediate flooding problem north of the bridge..

The LA AGREES to pay the Engineer as compensation for all services performed as stipulated under the LA AGREES provision of the AGREEMENT, amended as follows:

- 1) Delete Paragraph 1, including 1a. and 1b.
- 2) Revise the first line of Paragraph 2 to include all BASIC SERVICES defined in EXHIBIT A.
- 3) Delete from Paragraph 3, Items 3a. and 3b.
- 4) Include in Paragraph 3 the terms, "Upon completion of the heretofore prescribed work under the ENGINEER AGREES, to the satisfaction of the LA and approval of the DEPARTMENT, 100% of the total fee due under the terms of the AGREEMENT will be paid."

The LA AGREES to pay as compensation for BASIC SERVICES described in this EXHIBIT A, a sum of money not-to-exceed **\$67,000**, in accordance with the terms and provisions of the AGREEMENT as amended by this EXHIBIT A.

**COOMBE-BLOXDORF, P.C.  
1323 S. FIRST STREET  
SPRINGFIELD, IL 62704**

**EXHIBIT B**

Current Payroll Rates by Classification  
(as of March 1, 2001)

<u>CLASSIFICATION</u>	<u>From</u>	<u>To</u>
Principal	82.00	82.00
Structural Engineer	69.00	82.00
Professional Engineer	62.50	82.00
Registered Land Surveyor	42.30	82.00
Design Engineer	41.90	54.20
Party Chief (PLS or non-PLS)	37.10	52.3
Engineering Technician	28.60	42.70
Survey Technician	26.0	42.70
Clerical	27.3	36.4

**Miscellaneous Expenses**

Mileage	0.32mile
Lodging	Actual Cost (\$75.00 max)
Per Diem	\$26.00/day
Monument & Plat Recording Fee	Actual Cost
Printing & Copies (by others)	Actual Cost
Geopak	\$10.00/hour



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

WHEREAS there has been presented to this Board a resolution of the trustees of The Raymond Community Fire Protection District asking for the reappointment of Richard T. Uhrig as trustee of the District, which resolution was accompanied by a trustee's bond which this Board has examined and finds to be in due form with penalty as heretofore fixed by this Board and with sureties ascertained to be sufficient,

THEREFORE, BE IT RESOLVED that Richard T. Uhrig shall be, and he is hereby, reappointed to be one of the trustees of The Raymond Community Fire Protection District for a term of thirty-six months to begin the first Monday in May, 2001, and to end the first Monday in May, 2004, and

IT IS FURTHER RESOLVED that the trustee's bond of Richard T. Uhrig, as heretofore tendered to this Board, shall be, and it is hereby, approved.

Hillsboro, Illinois, March 13, 2001.

Mike A. Howell  
Chairman

ATTEST Andy Lathen  
County Clerk

**RESOLUTION ASKING REAPPOINTMENT OF TRUSTEE**

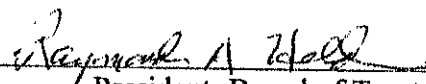
WHEREAS the term of office of Richard T. Uhrig as one of the trustees of The Raymond Community Fire Protection District will expire the first Monday in May, 2001,

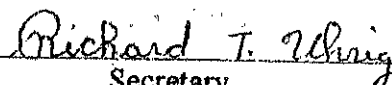
AND WHEREAS, pursuant to §4 of the Illinois Fire Protection District Act (70 ILCS 705/4), a trustee should be appointed by the County Board of Montgomery County, Illinois, on or before the second Monday in April, 2001, for a term of three years commencing on the first Monday in May next after such appointment,

AND WHEREAS it is the opinion of William E. Beeler and Raymond A. Held, the remaining trustees of the fire-protection district, that Richard T. Uhrig, a resident of the fire-protection district, who remains qualified and willing to act as a continuing trustee, is entirely competent to perform the duties of trustee,

THEREFORE, BE IT RESOLVED that the attorney for this District present a true copy of this Resolution to the County Board of Montgomery County, Illinois, at its regular meeting to be held in March, 2001, and do all things necessary and proper toward causing Richard T. Uhrig to be reappointed as trustee.

ADOPTED this 7th day of March, 2001.

  
\_\_\_\_\_  
President, Board of Trustees.

ATTEST:   
Secretary

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF MONTGOMERY )

I, the undersigned secretary for the board of trustees of The Raymond Community Fire Protection District, do hereby certify that the above and foregoing is a true copy of a resolution adopted by the trustees of the fire-protection district at a regular meeting held the 7th day of March, 2001, as appears from the original of the resolution now remaining on file in my office.

Witness my hand and the official seal of the fire-protection district this 8th day of March, 2001.

Richard T. Ulring  
Secretary

**TRUSTEE'S BOND**

KNOW ALL MEN BY THESE PRESENTS that we, Richard T. Uhrig, as principal, and Raymond R. Hough and Joseph M. Martin, as sureties, all of the County of Montgomery and State of Illinois, are held and firmly bound unto the People of the State of Illinois for the use of The Raymond Community Fire Protection District in the penal sum of Three Thousand Dollars (\$3,000) for the payment of which well and truly to be made we bind ourselves, our heirs, executors and administrators jointly and severally and firmly by these presents.

The condition of this obligation is such that whereas on the 13th day of March, 2001, the principal, Richard T. Uhrig, was duly reappointed by the County Board of Montgomery County, Illinois, to be one of the trustees of The Raymond Community Fire Protection District for a term of three years to expire on the first Monday in May, 2004,

NOW, THEREFORE, if the principal hereunder shall well and truly perform the duties of his office as such trustee and shall moreover fully and fairly account for all property and moneys belonging to the fire-protection district which shall come into his hands by virtue of his office when lawfully required so to do, then this obligation shall be null and void; otherwise, to be and remain in full force and effect.

Given under our hands and seals this 13th day of March, 2001.

Richard T. Uhrig (SEAL)  
Richard T. Uhrig, Principal

Raymond R. Hough (SEAL)  
Raymond R. Hough, Surety

Joseph M. Martin (SEAL)  
Joseph M. Martin, Surety


STATE OF ILLINOIS            )  
   ) SS.  
 COUNTY OF MONTGOMERY    )

I, the undersigned, a notary public in, and for, the state and county aforesaid, do hereby certify that on this day personally appeared before me Richard T. Uhrig, Raymond R. Hough and Joseph M. Martin, who severally acknowledged that they signed, sealed and delivered the foregoing instrument as their free acts for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at Hillsboro, Illinois, this 13th day of March, 2001.

*Gerald Patrick Huber*  
 \_\_\_\_\_  
 Notary Public



Municipality	LOCAL AGENCY  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation (Type of Funding)	CONSULTANT	Name
County			Allen Henderson & Assoc., Inc.
Montgomery			Address
Township			1941 South Spring Street
Section			City
97-00110-00-RS			Springfield
Project No.			State
SR-732(135)			Illinois
Job No.			Zip Code
C96-218-98			62704
			Existing Structure No. N/A

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of April, 2001 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the construction of the above SECTION. Federal-aid Funds allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "STATE", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

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

**District Engineer** District Engineer, Department of Transportation  
**Resident Engineer** LA employee directly responsible for construction of SECTION  
**Contractor** Company or Companies to which the construction contract was awarded

**Project Description**

Name C.H. #3 & C.H. #27 Route F.A.S. 1622 & 732 Length 3.50 Mi.  
 Beginning at a point near the southwest corner of Section 5, T.11.N., R.4W. and  
 Termini extending northerly for a distance of 7972 feet & extending easterly for a distance of 10584 feet.

Description:  
 The proposed project provides for the construction of bituminous concrete resurfacing on C.H. 3 and C.H. 27. Intersection widening, aggregate shoulders, and other incidental work are included in the project.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a.( ) 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 STATE and promptly submit reports on forms prepared by said Bureau.
  - b.( ) Proportioning and testing of bituminous mixtures (including extraction test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the STATE, and promptly submit reports on forms prepared by said Bureau.
  - c.( ) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
  - d.( ) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
  - e.( X ) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the STATE, and submit inspection reports to the LA and the STATE in accordance with the policies of the said STATE.

- f.(X) Inspect, document, and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.
- g.( ) Geometric control including all construction staking and construction layouts.
- h.(X) Quality control in the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- i.(X) Measurement and computation of pay items.
- j.(X) Maintain a dally 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.
- k.(X) Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records, documentation, and reports required by the LA and the STATE.
- l.( ) Revision of contract drawings to reflect as built condltions.

Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the RESIDENT ENGINEER or authorized representative.
4. To attend conferences and visit the site of the work at any reasonable time when requested to do so by the LA or representatives of the STATE.
5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned, or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
6. That payment by the LA shall be as hereinafter provided. The ENGINEER shall submit invoices, based on his progress reports, to the RESIDENT ENGINEER, no more than once a month for partial payment on account for his work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. That the engineer is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that he has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER'S work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from his error, omission or negligent act, the ENGINEER shall indemnify the LA and its employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. He shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
9. That the ENGINEER will comply with applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the LA.

APRIL

to comply with all applicable Equal Employment and Nondiscrimination Acts, Executive Orders, and Regulations required by the U.S. Department of Transportation (DOT) including:

- a. 23 USC 710.405(b), Nondiscrimination on Basis of Sex in Right-of-Way Acquisition.
- b. 42 USC 2000d-1, Title VI of the Civil Rights Act of 1964 (Nondiscrimination on Basis of Race, Color, or National Origin).
- c. 49 CFR 21, Nondiscrimination in DOT Programs.
- d. 49 CFR 23, Participation by MBE's in DOT Programs.

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts/agreements financed in whole or in part with Federal funds under this AGREEMENT.

The ENGINEER agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this AGREEMENT. In this regard the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this AGREEMENT. The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The ENGINEER shall include the provisions of this "Policy" in every subcontract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this AGREEMENT and may result in termination of the AGREEMENT or such remedy as deemed appropriate.

- e. 49 CFR 27, Nondiscrimination on Basis of Handicap.

**The LA Agrees,**

- 1. To furnish a RESIDENT ENGINEER to be in responsible charge of general supervision of the construction.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least twenty-four hours in advance of the need for personnel or services.
- 4. That for the performance by the ENGINEER of the services set forth above, the LA shall pay the ENGINEER on the following basis of payment:

**Amount of Basic Fee.** The ENGINEER shall receive, as full payment for completing all work required of him under this AGREEMENT, a basic fee, consisting of payment for the items shown in Section 4 (a), (b), (c) and (d) hereof.

- a. The ENGINEER shall be reimbursed for his actual costs related to the salaries of his employees for the time directly attributable and properly chargeable to the SECTION under the terms of this AGREEMENT, including salaries of principals of the ENGINEER for time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. A tabulation showing the present regular hourly salary range for each class of employee expected to work on this SECTION is as follows:

Classification	Hourly Rate Range	
	From	To
Principal Engineer	\$86.00	\$86.00
Engineer	\$45.00	\$70.00
Chief of Party	\$55.00	\$65.00
Instrument Man	\$45.00	\$55.00
Rodman	\$35.00	\$45.00
Inspectors	\$45.00	\$65.00
Clerical	\$25.00	\$30.00

The above hourly rate range includes payroll costs, payroll burden and fringe costs, overhead, and profit.



The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. 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.

In the event that additional classes of employees must be utilized or if salary adjustments are made, the above data may be modified by agreement between the ENGINEER and the LA.

Costs related to salaries shall include actual withholdings and contributions by either the employee or the ENGINEER for the approved payroll burden items set forth in Exhibit A of this AGREEMENT.

- b. The ENGINEER shall be reimbursed for his direct non-salary costs which are directly attributable and properly allocable to the Project.
- (1) Direct non-salary costs paid by the ENGINEER may also include in-plant and travel expenses. Travel expenses within the State of Illinois only, that are necessary to fulfill the terms of this AGREEMENT, may be directly charged to the SECTION. Reimbursable travel expenses shall include the reasonable cost of meals, lodging, incidental expenses, and transportation for regular employees and principals of the ENGINEER only while away from their regular place of duty and directly engaged on the SECTION. Travel expenses may be based on actual costs, or on an agreed per diem or mileage basis, or on a combination of the two, provided the resulting charge is reasonable. The ENGINEER will not be required to submit receipts for reimbursement of in-plant and travel expenses, but will be required to submit a detailed listing of such actual expenses certified by him to be direct SECTION costs that are not included in overhead.
  - (2) The withholding provisions contained in Section 5a and 5b of this AGREEMENT shall not apply to costs enumerated in Section 4b above.
- c. The ENGINEER shall be reimbursed for his actual overhead or indirect costs to the extent that they are properly allocable to the SECTION. Such costs shall be established in accord with sound accounting principles and business practices. Such costs are included in the overhead and expense rate set forth in EXHIBIT A of this AGREEMENT. The rate shown in EXHIBIT A is provisional for use in computing partial payments. Upon completion of the SECTION, final payment for indirect costs will be determined by audit of the ENGINEER'S accounts to establish the actual indirect costs incurred during the period of this AGREEMENT which are properly allocable to it.
- d. The ENGINEER shall be paid a ~~fixed fee (lump sum) of \$~~ fixed fee (lump sum) of \$ ~~to cover profit only. The maximum total amount payable, including actual costs, fixed fee, and contingencies, shall not exceed \$~~ 16,450.00 unless there is a substantial change in the scope, complexity, or character of the work, or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond his control. Under these circumstances, adjustments in total compensation to the ENGINEER shall be determined through negotiation between the parties of this AGREEMENT and concurred in by the STATE.
5. **Partial Payments.** The LA, for and in consideration of the rendering of the engineering services enumerated herein, agrees to pay to the ENGINEER for rendering such services the basic fee hereinafter established in the following manner:
- a. **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work (See Section 6 of THE ENGINEER AGREES) minus all previous partial payments made to the ENGINEER.
  - b. **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work (See Section 6 of THE ENGINEER AGREES) minus all previous partial payments made to the ENGINEER.
  - c. **Final Payment** - Upon approval by the LA but not later than 60 days after the work is completed and all final measurements and reports have been made and accepted by the LA, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER under Section 5a and 5b of this AGREEMENT shall be due and payable to the ENGINEER.

#### It is Mutually Agreed

1. That the ENGINEER and his subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession and any such loss or damage shall be restored at his expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at his last known post office address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in Section 4d of THE LA AGREES shall be multiplied by this percentage and added to the ENGINEER'S actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences 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.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in Section 1f of the ENGINEER AGREES.

**Successors and Assigns**

That the LA and the ENGINEER bind themselves, their successors, executors, administrators, and assigns to the other party of this AGREEMENT, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and

through its County Board of Commissioners

By Mike Hawes

Title: County Board Chairman

ATTEST:

By Sandy Leathers  
Montgomery County Clerk

(SEAL)

Executed by the ENGINEER:

Allen Henderson and Associates, Inc.

1941 South Spring Street

Springfield, Illinois 62704

ATTEST:

By Mark A Henderson

Title: Vice-President

By Allen P Henderson

Title: President

**Certification of Engineer**

I hereby certify that I am the Principal Engineer and duly authorized representative  
Allen Henderson and  
of the firm of Associates, Inc., whose address is 1941 S. Spring Street, Springfield, IL  
and that neither I nor the above firm I herein represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- (b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

In addition, I and the firm I herein represent:

- (d) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (e) have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification;
- (g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default;

Where the ENGINEER is unable to certify to any of the statements in this certification, such ENGINEER shall attach an explanation to this AGREEMENT.

I acknowledge that this certificate is to be furnished to the LA and the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

03/12/00 (Date)

Allen P. Henderson (Signature)

**Certification of LA**

I hereby certify that I am the County Board Chairman of Montgomery County  
(County Board Chairman/Mayor/Village President, etc.) (County/Municipality/Township)  
and that the above ENGINEER or his representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind;

except as herein expressly states (if any);

I acknowledge that this certificate is to be furnished to the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

May 4th, 2001 (Date)

Mike A. Haven (Signature)



MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 32-01

RESOLUTION  
FOR  
COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of HILLSBORO of Montgomery County has agreed to pay an amount of \$2,500.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

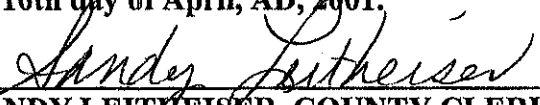
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
HILLSBORO	956 B-CA,	See Attached Map	\$5,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of April, AD, 2001.

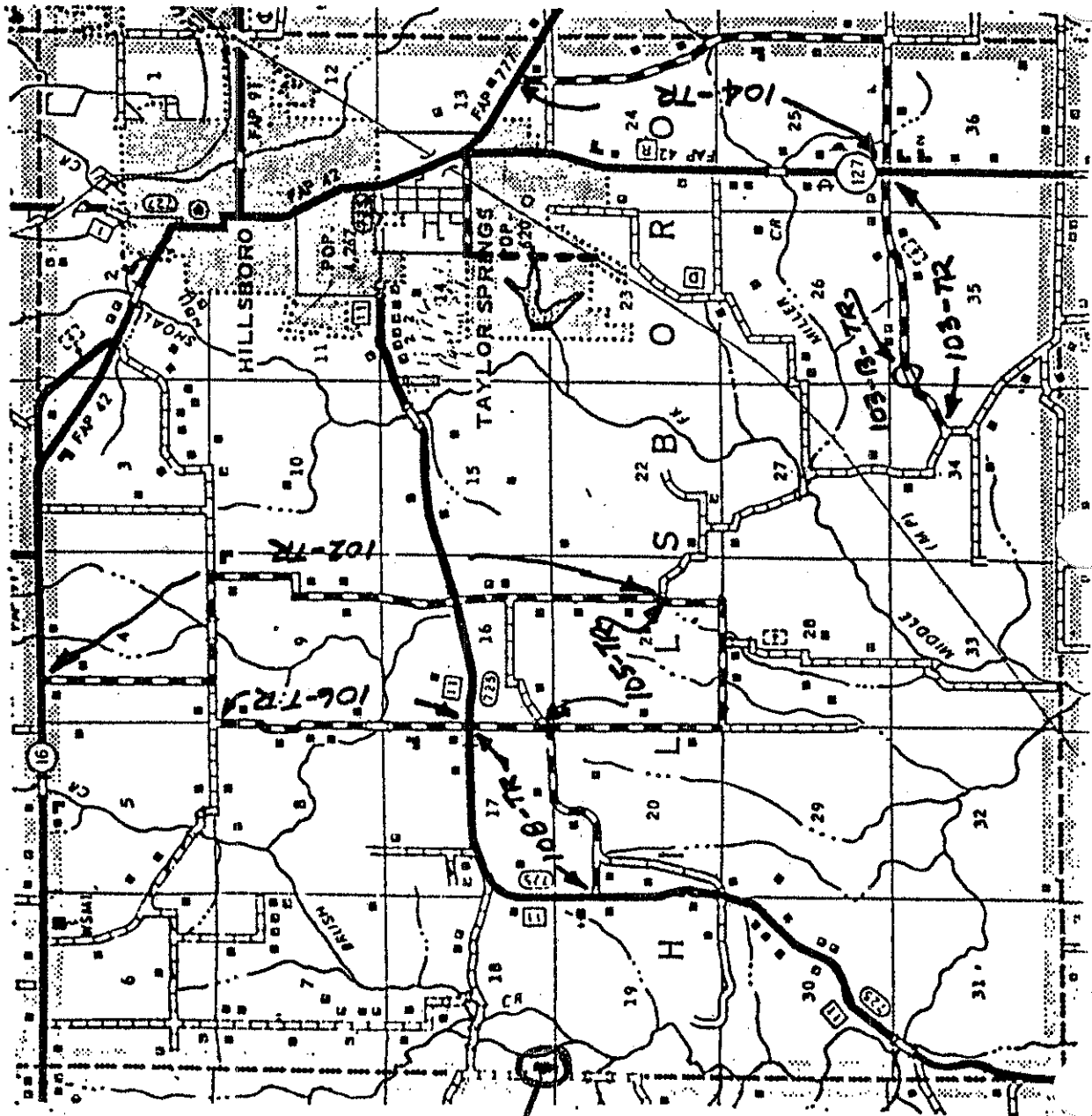
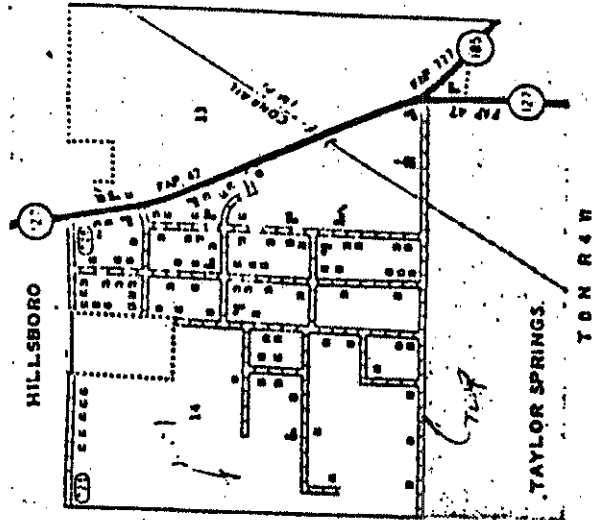
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of April, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Hillsboro 50%



HILLSBORO  
Township  
Montgomery County  
R-4W, T-8N



056-BCA

79" ARCA X 46' F.E.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 33-01

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

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

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

WHEREAS, The Road District of PITMAN of Montgomery County has agreed to pay an amount of \$1,000.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

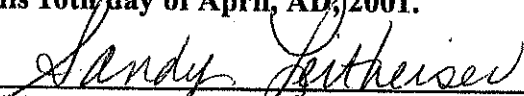
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
PITMAN	957 B-CA,	See Attached Map	\$2,000.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of April, AD, 2001.

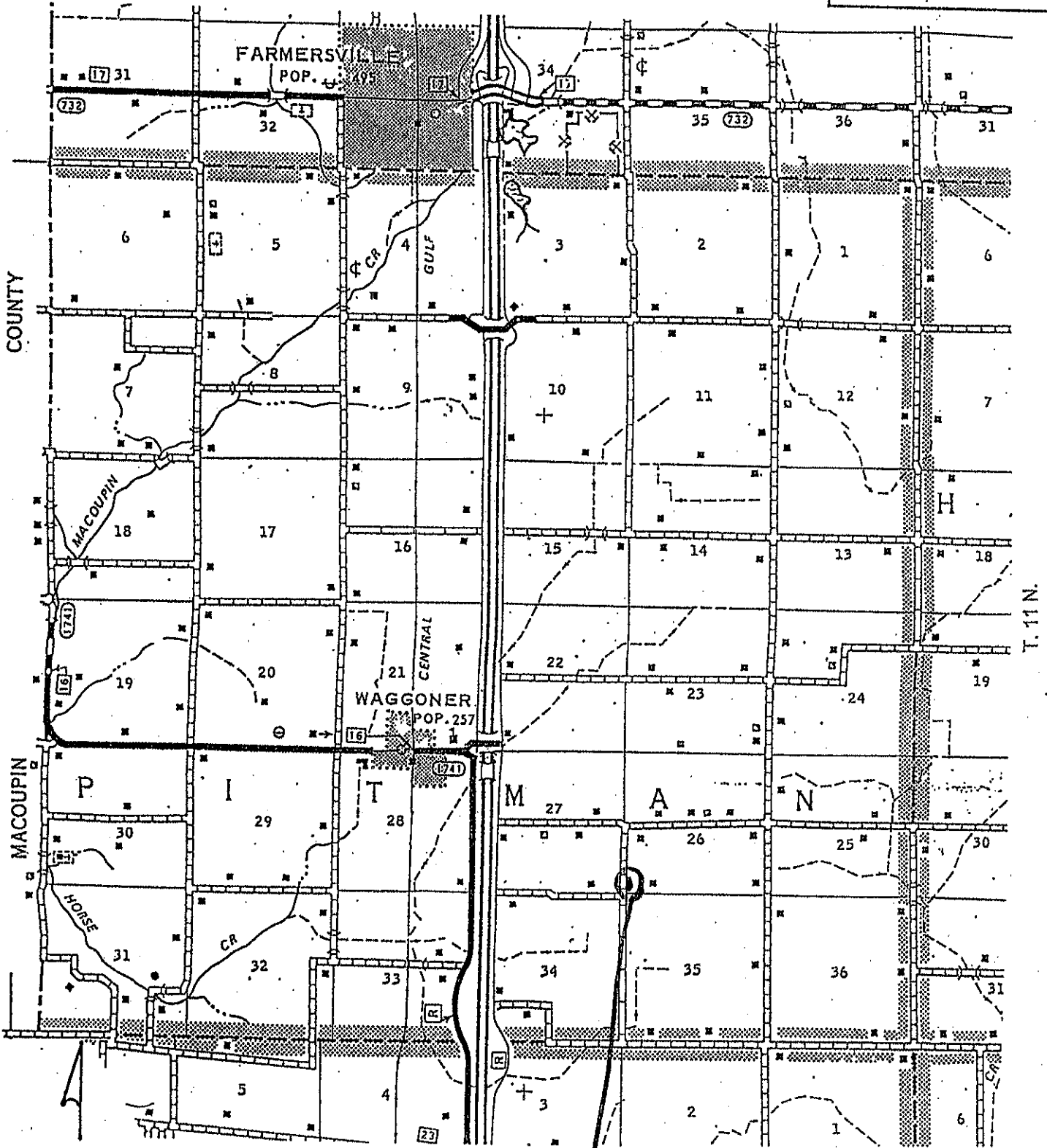
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of April, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

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

PITMAN R. D.  
R. 5 W., T. 11 N.

R. 5 W.



COUNTY

MACOUPIN

T. 11 N.



957-B-CA  
36" ARCH P.C. x 40'



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 34-01

(Amends Resolution #56-00 for \$13,500.00 to \$15,194.24 Amended By \$1,694.24)

AMENDED RESOLUTION

FOR

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of EAST FORK of Montgomery County has agreed to pay an amount of \$7,597.12 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

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

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
EAST FORK	928 B-CA	See Attached Map	\$15,194.24

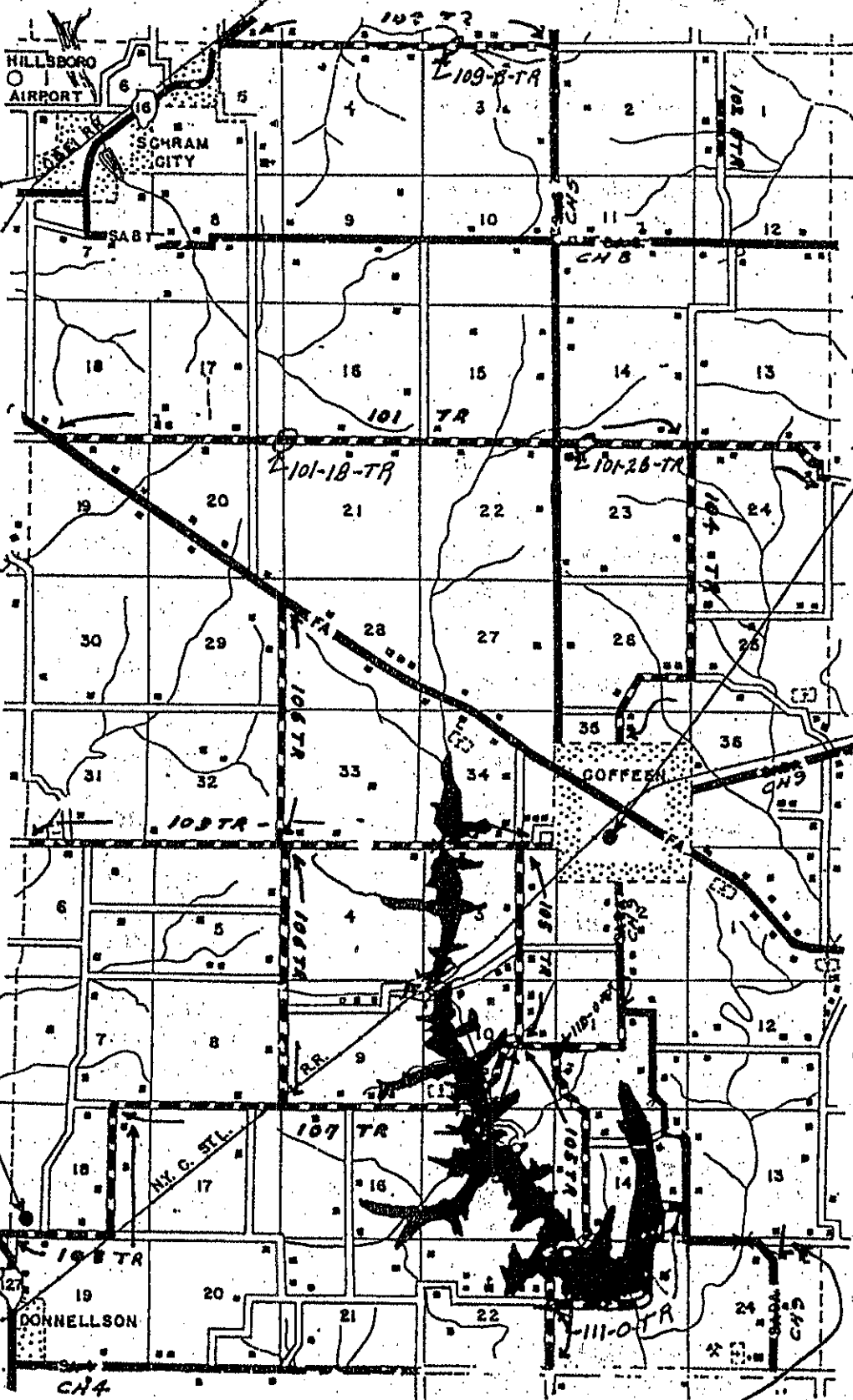
BE IT FURTHER RESOLVED, that the funds necessary to furnish the County Aid required in the construction of the above described bridge to be obtained from the special tax authorized by Sec. 5-602 of the Road and Bridge Laws of Illinois, Revised 1996.

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 10th day of April, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 10th day of April, AD, 2001.

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
East Fork 50%



LEGEND  
 --- TWP. M.P.T. ROADS

0 240'.25  
 MONTGOMERY COUNTY  
 EAST FORK TOWNSHIP  
 R-3W, T-8N

928-BCA  
 3'X10'X30' PRECAST BOX



Board Resolution

No.

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

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

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

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

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

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

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

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

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

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

PRESENTED and ADOPTED this 10<sup>th</sup> day of April, 2001.

x Mike Hawera

ATTEST: Sandy Leithiser

Chairman-Montgomery County Board  
Title

4/10/01  
Date

## Intergovernmental Agreement

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

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

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

### WITNESSETH:

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

ATTEST:

Sandy Letherser  
Montgomery County Clerk

Municipality	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Motor Fuel Tax Funds</b>	CONSULTANT	Name RC Engineers, Ltd.
Township				Address 1025 S. 2 <sup>nd</sup> Street
County Montgomery				City Springfield
Section 01-00120-00-RS				State IL

THIS AGREEMENT is made and entered into this 8th day of May, 2001 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 CH 25  
 Route FAS 1743 Length 2.96 Mi.            FT (Structure No.           )  
 Termini CH 25 from Macoupin County Line to I-55 Frontage Road

Description:  
 Topo survey and roadway plans. Improve road to handle 80,000 lb. truck traffic. No hydraulics required. Structure plans by Ozyurt & Stone.

**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 an 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. SEE LA AGREES PARAGRAPH 2.
  - 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. SEE LA AGREES PARAGRAPH 2.
  - 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.

Note: Four copies to be submitted to District Engineer

- 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. SEE LA AGREES PARAGRAPH 2.
  - 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. SEE LA AGREES PARAGRAPH.
- (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, 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	10.00	(see note)
Next \$50,000	7.75	%
Next \$500,000	6.50	%
Next \$500,000	5.50	%
		%
		%

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

- 2. To pay for services stipulated in paragraphs 1d, 1e, 1h, & 1k of the ENGINEER AGREES at actual cost of performing such work times 2.60 to cover burden, fringe costs, profit, and overhead. 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:
  - 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.

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 1k and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs times 2.6 to cover burden, fringe costs, profit, and overhead, up to the time he is notified in writing of such abandonment. 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 times 2.6 to cover burden, fringe costs, profit, and overhead. 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.

This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused 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 Leitheiser  
Ms. Sandy Leitheiser, Montgomery County Clerk  
MONTGOMERY COUNTY CLERK Clerk

Mike Havera

By Mike Havera  
Title Montgomery County Board Chairman

(Seal)

Executed by the ENGINEER:

RC Engineers, Ltd

1025 So. 2nd St.

Springfield, IL 62704

ATTEST:

By James Sartorius  
Title Project Manager

By William Rominger  
Title President

**MONTGOMERY COUNTY HIGHWAY DEPARTMENT  
RESOLUTION # 36-01**

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

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

*THAT the construction of Section 95-18116-00-BR, a Road & Bridge Improvement Project for Witt Road District Bridge Project 837 B-CA to be exempted from the requirements of County Resolution #1996-7.*

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 8th day of May, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 8th day of May, AD, 2001.

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

RESOLUTION NO. 01-01

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

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

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

The North 10 feet of Lot Two (2) in Block Four (4) of the Original Plat of the Village of Farmersville, situated in the Village of Farmersville, Montgomery County, Illinois

Parcel Index # 02-000-627-00

as described in Certificate No. 8 sold October 31, 1994.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Mike Haven

CHAIRMAN

ATTEST:

Sandy Litcher

Clerk of the Board

200100390707  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
OR Book 657 Page 236 - 236

**DEED**

Instrument Book Page  
200100390707 OR 657 236

Return Deed &  
Mail Tax Statement To:

Terry W. Lott  
4237 Mine Avenue  
Farmersville, IL 62533

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

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

The North 10 feet of Lot Two (2) in Block Four (4) of the Original Plat of the Village of Farmersville, situated in the Village of Farmersville, Montgomery County, Illinois

Permanent Index No.: 02-000-627-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:  
*Sandy Leithaiser*  
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE  
*Mike Haver*  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 8th day of May, 2001.

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

*[Signature]* 4/16/01  
Buyer, Seller or Representative

*Vicky Murphy*  
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



RESOLUTION NO. 01-02

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

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

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

Lot Six (6) in Block Two (2) of J.J. Frey's Subdivision of the Village, now City, of Coffeen, situated in the City of Coffeen, Montgomery County, Illinois.

Parcel Index # 04-001-554-00

as described in Certificate No. 29 sold February 10, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Milo Havers  
CHAIRMAN

ATTEST:

Sandy Letherson  
Clerk of the Board

200100390700  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:36 am.  
TAX DEED 15.00  
OR Book 657 Page 229 - 229

**DEED**

Return Deed &  
Mail Tax Statement To:

Instrument Book Page  
200100390700 OR 657 229

Forrest L. Fenton  
1312 Ash Street  
Hillsboro, IL 62049

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

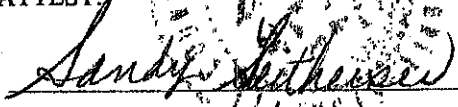
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

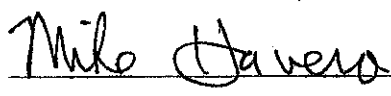
Lot Six (6) in Block Two (2) of J.J. Frey's Subdivision of the Village, now City, of Coffeen, situated in the City of Coffeen, Montgomery County, Illinois.

Permanent Index No.: 04-001-554-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:  
  
County Clerk of Montgomery County, Illinois


MONTGOMERY COUNTY, TRUSTEE  
  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

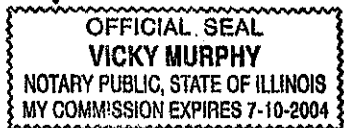
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 8th day of May, 2001.

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

  
Buyer, Seller or Representative

  
NOTARY PUBLIC



RESOLUTION NO. 01-03

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

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

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

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

Lots Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block Number Three (3) of the Town, now Village of Chapman Montgomery County, Illinois. 05-000-968-00

Parcel Index # 05-000-968-00

as described in Certificate No. 42 sold November 17, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Mike Davero

CHAIRMAN

ATTEST:

Sandy Litheriser

Clerk of the Board



200100390701  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
DR Book 657 Page 230 - 230

DEED

Return Deed &  
Mail Tax Statement To:

Floyd Carlock  
20295 Chapman T Trail  
Fillmore, IL 62032

Instrument Book Page  
200100390701 DR 657 230

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

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

Lots Nine (9), Ten (10), Eleven (11), and Twelve (12) in Block Number Three (3) of the Town, now Village of Chapman, Montgomery County, Illinois. 05-000-968-00

Permanent Index No.: 05-000-968-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:

MONTGOMERY COUNTY, TRUSTEE

Sandy Leitheiser  
County Clerk of Montgomery County, Illinois

Mike Havera  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 8th day of May, 2001.

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

[Signature] 9/10/01  
Buyer, Seller or Representative

Vicky Murphy  
NOTARY PUBLIC



RESOLUTION NO. 01-04

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 07-000-229-00

as described in Certificate No. 57 sold February 10, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Mike Hawes

CHAIRMAN

ATTEST:

Sandy Leithers

Clerk of the Board

200100390708  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
OR Book 657 Page 237 - 238

**DEED**

Return Deed &  
Mail Tax Statement To:

Steve Pickerill  
213 Monroe St/PO Box 166  
Harvel, IL 62538

Instrument 200100390708 OR Book Page 657 237

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

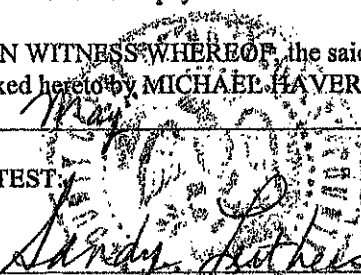
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 07-000-229-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:  
  
Sandy Leitheiser  
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE  
Mike Haver  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

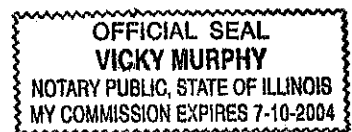
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 8th day of May 2001.

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

Dennis D. Ballinger 7/14/01  
Buyer, Seller or Representative

Vicky Murphy  
NOTARY PUBLIC



Permanent Index No.: 07-000-229-00

**ATTACHMENT  
LEGAL DESCRIPTION**

That portion of Lots One (1) and Two (2) in Block Fourteen (14) in the Original Town, now Village, of Harvel, described as follows: Beginning at the southeast corner of Lot one (1) and extending northwest parallel with Cedar Street 50 feet; thence Southwest parallel with the alley between Front and Monroe Streets 90 feet; thence Southeast 50 feet to the alley between Front and Monroe Streets; and thence Northeast along, and parallel with, the said alley 90 feet to the point of beginning, situated in the Village of Harvel, Montgomery County, Illinois.

RESOLUTION NO. 01-05

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

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

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

Lot Five (5) in Prairie Heights Addition to the City of Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois. 08-202-321-00

Parcel Index # 08-202-321-00

as described in Certificate No. 81 sold November 17, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Mike Hawes  
CHAIRMAN

ATTEST:

Sandy Leithiser  
Clerk of the Board

DEED

BOOK PAGE 262

200100390702  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
OR Book 657 Page 231 - 231

Return Deed &  
Mail Tax Statement To:

Instrument Book Page  
200100390702 OR 657 231

Forrest L. Fenton  
1312 Ash St.  
Hillsboro, IL 62049

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

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

Lot Five (5) in Prairie Heights Addition to the City of Hillsboro, situated in the City of Hillsboro, Montgomery County, Illinois. 08-202-321-00

Permanent Index No.: 08-202-321-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST

*Sandy Leitheiser*  
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

*Mike Havera*  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 8th day of May, 2001.

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

*[Signature]* 4/10/01  
Buyer, Seller or Representative

*Vicky Murphy*  
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



RESOLUTION NO. 01-06

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

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

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

The southwesterly 24 feet of Lot Nine (9) in Block Twelve (12) in the Original Town of Raymond, situated in the Villag of Raymond, Montgomery County, Illinois. 13-000-558-00

Parcel Index # 13-000-558-00

as described in Certificate No. 203 sold November 17, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Milo Havers  
CHAIRMAN

ATTEST:

Sandy Leithiser  
Clerk of the Board

DEED

BOOK

2 PAGE 264

200100390703  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
OR Book 657 Page 232 - 232

Return Deed &  
Mail Tax Statement To:

Instrument 200100390703 OR Book Page 657 232

Sorrells Farm Supply  
P.O. BOX 499  
Raymond, IL 62560

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

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

The southwesterly 24 feet of Lot Nine (9) in Block Twelve (12) in the Original Town of Raymond, situated in the Village of Raymond, Montgomery County, Illinois. 13-000-558-00

Permanent Index No.: 13-000-558-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:

*Sandy Leitheiser*  
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE  
*Mike Havera*  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

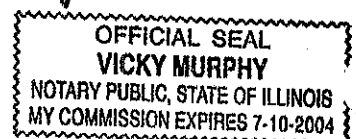
Given under my hand and notarial seal, this 8th day of May, 2001.

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

*[Signature]* 4/16/01  
Buyer, Seller or Representative

*Vicky Murphy*  
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger





RESOLUTION NO. 01-07

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

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

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

The South 90 feet of Lots One (1) and Two (2) in Block Eleven (11) in the Original Town, now Village, of Walshville, situated in the Village of Walshville, Montgomery County, Illinois.

Parcel Index # 17-000-523-05

as described in Certificate No. 231 sold February 10, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Niko Hawes

CHAIRMAN

ATTEST:

Sandy Leitherser

Clerk of the Board

DEED

BOOK

2 PAGE 266

200100390704  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
OR Book 657 Page 233 - 233

Instrument Book Page  
200100390704 OR 657 233

Return Deed &  
Mail Tax Statement To:

Oley E. Lawson Jr.  
3210 Schoeny Trail  
Walshville, IL 62091

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

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

The South 90 feet of Lots One (1) and Two (2) in Block Eleven (11) in the Original Town, now Village, of Walshville, situated in the Village of Walshville, Montgomery County, Illinois.

Permanent Index No.: 17-000-523-05

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:

*Sandy Leitheiser*

County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

*Mike Havera*

Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

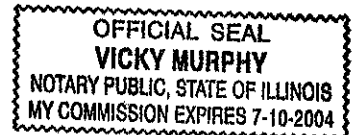
Given under my hand and notarial seal, this 8th day of May, 2001.

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

*Dennis D. Ballinger 7/16/01*  
Buyer, Seller or Representative

*Vicky Murphy*  
NOTARY PUBLIC

This Instrument Drafted by Dennis D. Ballinger



RESOLUTION NO. 01-08

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

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

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

Lot Twenty-one (21), of Oland Park, an addition to the Town, now City, of Witt, situated in the City of Witt, Montgomery County, Illinois.

Parcel Index # 18-001-130-00

as described in Certificate No. 252 sold February 10, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8th day of May, 2001.

Mike Hawes  
CHAIRMAN

ATTEST:

Sandy Lithered  
Clerk of the Board

200100390705  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
OR Book 657 Page 234 - 234

DEED

Return Deed &  
Mail Tax Statement To:

Instrument Book Page  
200100390705 OR 657 234

City of Witt, Illinois  
428 North 3rd  
Witt, IL 62049

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

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

Lot Twenty-one (21), of Oland Park, an addition to the Town, now City, of Witt, situated in the City of Witt, Montgomery County, Illinois.

Permanent Index No.: 18-001-130-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:

Sandy Leitheiser  
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE  
Mike Haver  
Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

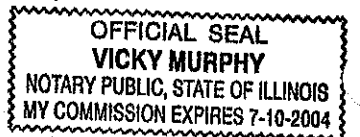
I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL HAVERA, CHAIRMAN OF THE COUNTY BOARD, MONTGOMERY COUNTY, ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this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

Given under my hand and notarial seal, this 8th day of May, 2001.

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

[Signature] 7/14/01  
Buyer, Seller or Representative

Vicky Murphy  
NOTARY PUBLIC



RESOLUTION NO. 01-09

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

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

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

Lots Eight (8) and Ten (10) in Block Twenty (20) in Paisley and Padens Addition to Paisley, now within the corporate limits of the City of Witt, situated in the County of Montgomery, in the State of Illinois

Parcel Index # 18-001-344-00

as described in Certificate No. 359 sold October 31, 1994.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 8<sup>th</sup> day of May, 2001.

Milo Hawes

CHAIRMAN

ATTEST:

Sandy Litherow

Clerk of the Board

DEED

BOOK

2 PAGE 270

200100390706  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
05-09-2001 11:56 AM.  
TAX DEED 15.00  
DR Book 657 Page 235 - 235

Return Deed &  
Mail Tax Statement To:

Instrument 200100390706 OR Book Page 657 235

Marc Bain  
P.O. Box 165  
Witt, IL 62094

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

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

Lots Eight (8) and Ten (10) in Block Twenty (20) in Paisley and Padens Addition to Paisley, now within the corporate limits of the City of Witt, situated in the County of Montgomery, in the State of Illinois

Permanent Index No.: 18-001-344-00

Grantee to assume payment of the taxes for the year 2002 and thereafter.

IN WITNESS WHEREOF, the said MONTGOMERY County, Trustee, has caused its name to be signed hereto and its corporate seal affixed hereto by MICHAEL HAVERA, Chairman of the County Board of County, Illinois, on the 8th day of May, 2001.

ATTEST:

*Sandy Leitheiser*

MONTGOMERY COUNTY, TRUSTEE

*Mike Haver*

County Clerk of Montgomery County, Illinois

Chairman of the County Board of Montgomery County, Illinois

STATE OF ILLINOIS )  
                                  ) ss.  
COUNTY OF MONTGOMERY )

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

Given under my hand and notarial seal, this 8th day of May, 2001.

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

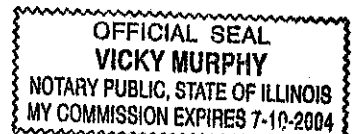
*[Signature]* 4/16/01

*Vicky Murphy*

NOTARY PUBLIC

Buyer, Seller or Representative

This Instrument Drafted by Dennis D. Ballinger



Collective Bargaining Agreement

Between

Montgomery County / Montgomery County Sheriff

And

Illinois Fraternal Order of Police Labor Council

Representing

Montgomery County Road Deputies

December 1, 2000 - November 30, 2003

**F I L E D**  
MAY 29 2001

*Sandra Leithiser* COUNTY  
CLERK

Table of Contents

Article	Page
1 Purpose and Recognition .....	1
2 Management Rights .....	3
3 Dues and Fair Share .....	4
4 Labor Council Security .....	5
5 Labor Council Activity .....	6
6 Steward .....	6
7 Suspension and Discharge .....	6
8 Discipline .....	7
9 Grievance Procedure .....	8
10 No Strike .....	11
11 Hours and Overtime .....	12
12 Work Rules .....	13
13 Labor Management Conferences .....	14
14 Safety Issues .....	14
15 Training .....	15
16 Sick Leave .....	16
17 Vacation .....	17
18 Holidays .....	18
19 Funeral and Personal Leave .....	18
20 Uniform Allowance .....	18
21 Wages .....	19
22 Insurance .....	20
23 Seniority .....	20
24 Term of Agreement .....	21
Signature Page .....	22
Letter of Understanding .....	23
Appendix A - Dues Authorization Form .....	24



**AGREEMENT**

This Agreement by and between the Montgomery County Sheriff's Department and County Board of Montgomery County, hereinafter referred to as the "Employer"; and the Illinois Fraternal Order of Police Labor Council, representing Montgomery County Sheriff's Deputies, hereinafter referred to as the "Labor Council" shall become effective December 1, 2000, and shall be in effect in the territory covered by the Montgomery County Sheriff's Department.

Regardless of any provision herein to the contrary the Employer shall not be in violation of this contract when he is required by law, or by virtue of any regulations, directive or order of any proper official to perform any act required of him in compliance with such law, regulation, directive or order. The foregoing shall include compliance with all laws, regulations, directives of orders pertaining to civil rights and equal employment opportunity legislation.

If any provision of this Agreement of the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provisions shall be open to immediate negotiations.

**ARTICLE I  
PURPOSE AND RECOGNITION****Section 1 - General**

It is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by them and the employees covered hereby.

**Section 2 - Recognition**

The Employer recognizes the Labor Council, its agents, representatives or successors, as the sole and exclusive bargaining agent for all regular full-time employees who are employed in the job classification of Sheriff's Deputy.

**Section 3 - Integrity of the Bargaining Units**

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it.

**Section 4 - Labor Council Exclusivity**

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages and working conditions, nor shall the Employer negotiate with employees over their hours, wages and working conditions except as provided herein.

The Employer agrees that it will not sponsor or promote, financially, or otherwise, any group or labor organization for the purpose of undermining the Labor Council.

The parties mutually agree not to interfere with, restrain, coerce, or discriminate against any employee in connection with their membership in the Labor Council.

**Section 5 - Classifications**

The job classifications now contained within Appendix I are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles continue to be utilized by the Employer(s). The Employer(s) shall, at least six (6) days prior to implementation, notify the Labor Council of any decision to change or alter such job classification. If such change will directly affect any employee otherwise covered by this Agreement, the Employer(s) shall, upon written request, meet and discuss the matter with the Labor Council. If agreement cannot be reached within a very short period of time, either side shall be free to pursue its normal legal remedies.

**Section 6 - Probation**

All newly hired employees shall serve a probationary period of six (6) months from the date of hire in the bargaining unit. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the Grievance Procedure. Upon completion of the probation period, the employee shall be granted seniority rights from his/her most recent date of hire.

When an employee is transferred, promoted, or assigned to another position he/she may return to his/her former position after the six (6) months probationary period if the employee makes the request or the employer orders the employee to return, subject to the Grievance Procedure.

Any new employees hired after December 1, 1995, will be required to reside in Montgomery County within one year. All present employees will be exempt from this residency requirement.

**ARTICLE II  
MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the employer shall include, but not be limited to, rights:

- (a) to determine the organization and operations of the Sheriff's Department;
- (b) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;
- (c) to set standards for the services to be offered to the public;
- (d) to direct the employees of the Sheriff's Department including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;
- (f) to increase, reduce or change, modify or alter the composition and size of the work force, including but not limited to the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (g) to establish work schedules and to determine starting and quitting times, and the number of hours to be worked;
- (h) to establish, modify, combine or abolish job positions and classifications;
- (i) to add, delete or alter methods of operation, equipment of facilities;
- (j) to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- k) to establish, implement and maintain an effective internal control program;
- (1) to suspend, demote, discharge, or take other disciplinary action against employees for just cause (according to established rules and regulations); and,

- (m) to add, delete, or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the employer has not expressed restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed or condoned or tolerated any practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

### ARTICLE III DUES DEDUCTION AND FAIR SHARE

#### Section 1 - Deductions

Upon receipt of a written and signed authorization form (attached as Appendix A) from an employee, the Employer shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at 974 Clocktower, Springfield, Illinois, 62704, in accordance with the laws of Illinois.

The Labor Council shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

In order to administer the deduction of dues under this Agreement, the Employer shall:

- (1) notify the Labor Council of the names and addresses of all newly hired employees on or before their respective starting date(s);
- (2) provide to the Labor Council in conjunction with each dues and fair share check forwarded to the Labor Council:
  - (a) a complete and accurate written listing of all employees in the bargaining unit;

- (i) the amount of union dues deducted from each individual employee's salary; or
  - (ii) the amount of fair share fees deducted from each individual employee's salary; by name and rank or position;
- (b) identifying any changes which may have occurred in bargaining unit composition and the specific reason for each such change (e.g. new hire, promotion termination, retirement, disability, etc.)
- (3) provide to the Labor Council notice and copy of any revocation of dues deduction authorization within thirty (30) calendar days of the date the revocation is received by the Employer.

#### ARTICLE IV LABOR COUNCIL SECURITY

##### **Section 1 - Fair Share Deductions**

Employees covered by this Agreement who are not members of the Labor Council paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, a pro rata amount of Labor Council dues as certified in writing by the Labor Council, shall be deducted by the Employer from the earnings of the non-member employee and shall be remitted semi-monthly to the Labor Council at the address designated in writing to the employer by the Labor Council. The Labor Council shall advise the Employer of any increase in fair share fee in writing at least fifteen (15) days prior to its effective date.

##### **Section 2 - Religious Exemption**

Should any employee be unable to pay his contribution to the Labor Council based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Labor Council. If the Labor Council and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly

basis, furnish a written receipt to the Labor Council that such payment has been made.

### **Section 3 - Notice and Appeal**

The Labor Council agrees to provide notice and appeal procedures to employees in accordance with applicable law.

### **Section 4 - Indemnification**

The Labor Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

## **ARTICLE V LABOR COUNCIL ACTIVITY**

The Employer agrees to grant the necessary time off without discrimination or loss of seniority rights to any employee designated by the Labor Council to attend a labor convention or service in any capacity on other official Labor Council business without pay.

Employees may utilize personal days or earned vacation time for Labor Council business subject to the operating needs of the department.

## **ARTICLE VI STEWARD**

A Steward shall be elected from among the bargaining unit members. The name of the Steward and of any alternate shall be given to the Sheriff upon ratification of the Agreement by the parties. Any change in these positions shall also be promptly reported. The Steward shall not be discharged or laid off for the fulfillment of his duty to the Labor Council. The Steward shall assist bargaining unit members and the Sheriff in the interpretation and administration of this Agreement.

## **ARTICLE VII SUSPENSION AND DISCHARGE OF EMPLOYEES**

### **Section 1 - Just Cause**

The Employer shall not suspend nor discharge any employee without just cause. Such matters of suspension and discharge shall be subject to the Grievance Procedure and shall be handled

expeditiously. An employee subject to suspension or discharge shall be furnished a written explanation by his/her supervisor as to the reason or reasons for such suspension or discharge. Such written explanation shall be furnished to the employee within twenty-four (24) hours.

#### **Section 2 - Reinstatement**

Any employee who is reinstated after discharge will be returned to work at the same rate of pay without loss of seniority.

### **ARTICLE VIII DISCIPLINE**

#### **Section 1 - Definition**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension (notice to be given in writing); and
- d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

#### **Section 2 - Manner of Discipline**

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

#### **Section 3 - Notification and Measure of Disciplinary Action**

Whenever a deputy covered by this Agreement is subject to a formal investigation or interrogation as those terms are defined in Section 2 of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 345/1, for any disciplinary matters other than a charge of violation of federal, state or local criminal codes as set forth in Section 5 of the Act, such interrogation or formal investigation shall be conducted in accordance with the provisions of that Act.

The law enforcement officer may be relieved of duty pending formal hearing. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council representative.

In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the Employer shall promptly furnish the employee and the Labor Council in writing with a clear and concise statement of the reasons therefor including any names of witnesses and copies of pertinent documents. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

#### **Section 4 - Removal of Discipline**

Any written warning or other discipline shall be removed from an employee's record if, from the date of the last warning or discipline, three (3) years pass without the employee receiving an additional warning or discipline for such offense.

### **ARTICLE IX GRIEVANCE PROCEDURE**

#### **Section 1 - Definition of Grievance**

A grievance is hereby defined as any dispute or difference between the Employer and the Labor Council or an employee with respect to the meaning, interpretation, or application of any of the provisions of this Agreement.

Grievances may be processed by the Labor Council on behalf of any employee or on behalf of a group of employees or itself.

#### **Section 2 - Settlement Procedure**

Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed, and taken up in accordance with the following procedure:

Step 1: Immediate Supervisor: The employee or the Labor Council, within ten (10) normal working days of the incident giving rise to the grievance, or within ten normal working days of when the employee should have reasonably known of the incident giving rise to the grievance, shall orally raise the grievance with the



Sheriff. The Sheriff shall have five (5) normal working days in which to respond to the grievance

Step 2: Joint Committee: If the grievance is not satisfactorily resolved in Step 1 or an answer is not given in the time specified, the employee or the Steward or Labor Council representative may, within ten (10) normal working days of the Step 1 answer or after such answer was due, whichever occurs first, request a review by the County Board Labor Relations Committee and the Sheriff. The Labor Council or employee may further request by written notice to the County Board Labor Relations Committee and the Sheriff a Labor Council-Employer hearing of the grievances. Within thirty (30) working days of receipt of a request for review made personally or by certified mail, return receipt requested, the Committee or its designee shall render a written decision on the grievance. The Committee and Sheriff may agree on the disposition of the grievance. If no agreement on disposition of the grievance is reached within the required period of time the grievance shall be deemed denied.

The employee or Labor Council may, within ten (10) normal working days of Step 2 answer or after such answer was due, whichever occurs first, request arbitration.

Step 3: Arbitration: If, in accordance with the above procedure the grievance(s) is appealed to arbitration, representatives of the Employer and the Labor Council shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) normal working days after Step 2, the parties shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The Arbitrator shall be notified of his/her selection by a joint letter from the Employer and Labor Council, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and the Labor Council representative. The arbitrator shall also be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The decision of the arbitrator shall be final and binding upon both parties to this Agreement. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The arbitrator shall have no authority to add to the terms hereof or impose on any party hereto limitations or obligations not specifically provided for in this Agreement. This Agreement, including the respective exhibits and letters of understanding, sets out the entire understanding between the Employer and Labor Council.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

Nothing in this Agreement shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for one-half the total cost of producing the record.

### **Section 3 - Employee May be Present**

In discussions or meetings with the Employer in the grievance procedure, the employee shall be entitled to be present

and may be accompanied or represented by the exclusive bargaining agent or their representative,

#### **Section 4 - Time Limits**

- a) Grievance may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits will be treated as a withdrawn grievance.
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) Grievances concerning suspension of thirty (30) days or less of an employee may be initiated at Step 2 of the grievance procedure.
- d) Grievances concerning suspension of more than thirty (30) days and/or discharge of an employee shall be initiated at Step 2 of the grievance procedure.

#### **Section 5 - Investigation of Grievances**

The investigation of grievances by the Labor Council and employee(s) shall be conducted during non-work hours. Grievances and arbitration hearings shall be conducted on paid time.

#### **Section 6 - Advance Filing**

A matter may be raised at any level of the grievance procedure by mutual consent of the parties.

#### **Section 7 - Grievance Limitation**

Bonafide errors committed by union members in making decisions on department matters, which negatively impact on rights or benefits of other members of the bargaining unit, shall not be treated as violations of this Agreement and may not be grieved. The Sheriff shall take reasonable steps to insure that all bargaining unit members are instructed in proper methods of work sharing, overtime, and other matters which have potential for conflict under this section.

### **ARTICLE X NO STRIKE**

#### **Section 1 - No Strike Commitment**

Neither the Labor Council nor any employee, member of the Labor Council, or employee covered by this Agreement, will call,

institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or picket which causes a work stoppage, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or part, the full, faithful and proper performance of the duties of employment with the Employer. Neither the Labor Council nor any employee, member of the Labor Council, or employee covered by this Agreement shall refuse to cross any picket line, by whomever established.

### **Section 2 - Discipline of Strikers**

Any employee who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall be subject to the provisions of the grievance procedure.

### **Section 3 - Resumption of Operations**

In the event of action prohibited by this Article, the Labor Council immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

## **ARTICLE XI HOURS OF WORK AND OVERTIME**

### **Section 1 - Work Week/Break**

The work week shall consist of forty (40) hours. All hours worked in excess of eight (8) hours in one (1) day (or in excess of ten (10) hours in one day if ten hour schedules are being followed) or any hours in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1 1/2) of the straight time rate or an equivalent amount of compensatory time off. The investigator's shift shall be 8:00 A. M. to 4:00 P.M., Monday through Friday.

Overtime Lunches - When an employee works more than three (3) hours past the regular quitting time, the Employer shall furnish a lunch and allow the employee time to eat with no loss of pay. In the event it is not possible or practical to furnish this lunch, the employee will receive in lieu of it, the sum of three dollars (\$3.00)

There shall be no guarantee of the number of hours of work per week; however, full-time employees shall not have any hours reduced in order to provide more work opportunities for part-time employees.

**Section 2 - Overtime Opportunities**

All employees shall be given equal opportunity for overtime. The Sheriff shall assign overtime as it becomes available, based on Seniority. The Sheriff shall contact employees for overtime from a call list, noting all contacts made on a rotating basis. The Sheriff may utilize up to three part-time deputies with PTI training in the turnsheet rotation. An employee contacted for overtime but unavailable shall be passed over in favor of the next available employee. The call list shall be available for inspection by the Labor Council during working hours.

**Section 3 - Court Appearances**

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the time and one-half (1 1/2) rate of two (2) hours of actual time spent in court, whichever is greater, provided that the employee notifies the court no less than forty-five (45) minutes that employee will appear. Any employee who will be off-duty on the day or shift that court is scheduled, will receive court standby pay, provided the employee has not been notified of court cancellation or postponement and the actual court date has arrived. Court standby pay will be ten dollars (\$10.00). Court standby pay is separate from court appearance pay.

**ARTICLE XII  
WORK RULES**

The Employer may adopt, change or modify work rules. The Employer agrees to post or make available in the department, or where more appropriate, the work location, a copy of its applicable work rules where such rules exist. Whenever the Employer changes work rules or issues new work rules applicable to bargaining unit employees, the Labor Council shall be given at least six (6) days prior notice, before the effective date of the work rules. Upon request of the Labor Council the parties shall meet and confer to explore alternatives to proposed change(s) to existing work rules. Work rules shall be equitably applied and shall not conflict with any specific provision of this Agreement.

Disputes over any provision of this Agreement shall be subject to the grievance procedure.

**ARTICLE XIII  
LABOR MANAGEMENT CONFERENCES**

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives, and responsible administrative representatives on the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed-to before being held, and the purpose of any such meeting shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement;
- b) A sharing of general information of interest to the parties;
- c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering and or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend "labor management conferences", employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations.

All time off mentioned in this Article shall be subject to the approval of the Sheriff or his designee.

**ARTICLE XIV  
SAFETY ISSUES**

**Section 1 - Safety Committee**

The Sheriff or his designee shall meet with the Labor Council to discuss safety issues.

The Sheriff or his designee shall meet a minimum of once a month with the Labor Council Safety Committee, not to exceed three (3) members of the bargaining unit, unless both parties agree that no meeting is necessary, to discuss safety issues which will be submitted in writing by the Labor Council.

Any report or recommendation which may be prepared by the Labor Council or Designee(s) of the Sheriff as a direct result of these meetings will be in writing and copies submitted to the Sheriff and the President of the Labor Council Local.

If a dispute over a safety issue continues to exist after first using the procedures outlined in this section, the dispute may be processed as a grievance.

#### **Section 2 - Disabling Defects**

No employee shall be required to use any equipment that has been designated by both the Labor Council and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

### **ARTICLE XV TRAINING**

#### **Section 1 - General Policy**

The Montgomery County Sheriff's Department is committed to the principle of training for all employees. Said training shall be arranged insofar as it does not adversely affect and interfere with the orderly performance and continuity of services within the Sheriff's Department. Training shall be scheduled by the Sheriff or his designee. Employees will attend training sessions as assigned by the Sheriff. The scheduling of training sessions shall be done by the Sheriff on a reasonable basis, taking into consideration the work schedule of the employees.

#### **Section 2 - Access**

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Labor Council shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

#### **Section 3 - Posting**

Upon receipt by the Sheriff of a notice on an acceptable school training program, it will be posted in the Sheriff's Department, giving the employees an opportunity to volunteer.

Selection will be made taking into consideration those factors deemed appropriate by the Sheriff, acting in the best interest of the Department.

#### **Section 4 - Costs**

Employees may attend training sessions on paid time only when specifically required by the Sheriff to attend a training session as a condition of employment. The Sheriff in such instances will continue the status-quo of paying the costs of travel (twenty cents (\$.20) per mile) and other expenses relating to training programs.

### **ARTICLE XVI SICK LEAVE**

Each full-time employee shall be entitled to one (1) day sick leave at the end of each month. Any employee may use sick leave upon the approval of the Sheriff for absence due to illness, injury, exposure, contagious disease and for illness in the employee's immediate family (defined as an employee's spouse and children). The employee on sick leave shall inform the Sheriff of the fact and the reason for use of sick leave as soon as possible. Failure to do so may be cause for denial of sick leave for the period of absence. All employees must call at least two (2) hours prior to the commencement of the shift of each day of sickness, unless hospitalized. Sick leave with pay for reasons of illness or injury shall be granted only after presentation of a written statement, if requested by Employer after three (3) days absence, by a reputable physician certifying that the employee's condition prevented him/her from performing the duties of his/her position. However any employee using a sick day prior to or the day after vacation leave will be required to provide a physician's statement certifying that the employee's condition prevented him/her from performing the duties of his/her position.

Upon retirement or producing a proof of receiving Social Security Disability benefits, employees shall be entitled to the following at that time:

#### **Schedule**

Once an employee's employment is terminated, for whatever reason, the Employer agrees to pay fifteen (\$15.00) dollars for each accumulated day of sick leave, to a maximum of fifteen hundred dollars (\$1500.00). This applies to full time employees only.



**ARTICLE XVII  
VACATION**

**Section 1 - Duration**

Employees who have completed one (1) year's service with the Sheriff's Department shall receive one (1) weeks' vacation with pay. Employees who have completed two (2) years shall receive two (2) weeks vacation with pay. Employees who have completed five (5) years shall receive three(3) weeks vacation with pay. Employees who have completed ten (10) years shall receive four (4) weeks vacation with pay. Employees who have completed twenty (20) years shall receive five (5) weeks vacation with pay. Vacation year shall be December 1st to November 30th. Full-time employees with less than one (1) year service: vacation will be based on pro-rata, based on the fraction:

(Number of actual hours worked/year)/2,080 hours

**Section 2 - Earned Vacation Time**

All vacation earned must be taken by full-time employees and no full-time employee shall be entitled to vacation pay in lieu of vacation except, however, any employee who has quit, been discharged, or laid-off shall be entitled to the vacation pay earned on a pro-rata basis. Only full time employees will receive vacation time.

**Section 3 - Scheduling**

- a) Vacation scheduling shall be subject to the operating needs of the Department and shall be arranged by the Sheriff with input from each employee. The Employer agrees to approve or deny any request for time-off within two (2) working days of notification by the Employee, and employee will notify the Employer two (2) days in advance when personal days or compensatory time-off. An employee may take up to five (5) days vacation in increments less than five (5) days. Vacation days taken in increments of less than five (5) days must be requested and approved by the Supervisor one (1) week in advance of the requested vacation day or days.
- b) Employees shall take all vacation time during the fiscal year after it is earned. There shall be no accumulation of vacation time.
- c) When an employee schedules time-off the Sheriff agrees to give two (2) days notice of the need to fill the vacant shift.

**ARTICLE XVIII  
HOLIDAYS**

As soon as practicable, after the Chief Judge of the Circuit publishes a list of the Holidays to be observed by the Circuit, the County shall determine and publish a list of Holidays to be observed by County employees. All employees shall receive on shift's pay as holiday recognition pay for each recognized holiday which is observed by the County. Employees who are scheduled to work on a recognized holiday will receive one and one-half times (1.5x) their hourly rate for all worked hours on the holiday, in addition to their holiday recognition pay.

**ARTICLE XIX  
FUNERAL AND PERSONAL LEAVE**

**Section 1 - Bereavement Leave - Death in Family**

The Employer agrees to provide employees leave without loss of pay, as a result of death in the family, not to exceed three (3) consecutive workdays immediately following the death of a member of the immediate family.

**Section 2 - Definition of Family**

A member of the immediate family shall be defined to be any officer's parents, spouse, or children (including step or adopted), spouse of children, sister or brother, grandparent, grandchildren.

**Section 3- Personal Days**

Each non-probationary full-time employee in the bargaining unit is entitled to four (4) personal days. The scheduling of personal days shall not interfere with the operating needs of the Department. No part-time employee will receive personal days.

**ARTICLE XX  
UNIFORM ALLOWANCE**

**Section 1 - Complete Uniforms**

The Employer agrees to furnish appropriate uniforms, and all mandatory uniform changes, for the deputies:

- |                        |                             |
|------------------------|-----------------------------|
| 6 - pair pants         | 1 - pair shoes or boots     |
| 3 - summer shirts      | rain cover (hat/coat)       |
| 3 - winter shirts      | 2 - badges                  |
| 3 - ties               | name plate, patches, etc.   |
| 1 - spring-fall jacket | leather equipment as needed |

The Employer will provide an annual boot/shoe allowance of Seventy-five (\$75.00) dollars.

**Section 2 - Ballistic Protection Vest**

The Employer agrees to provide each deputy who desires with a ballistic protection vest. The Employer agrees to replace the vest cover and the vest panels on an as needed basis. Employees who receive a vest shall wear the vest in accordance with Sheriff's Department policy.

**ARTICLE XXI  
WAGES**

**Section 1 - Wages**

Retroactively effective to December 1, 2000, bargaining unit employees (including employees who have left the employ of the Department) shall be paid in accordance with the following schedule:

	12/1/00	12-1-01	12-1-02
	3.6% Increase	3.8% Increase	3.9% Increase
Sheriff's Deputies	\$17.07	\$17.72	\$18.41

SHIFT DIFFERENTIAL: All hours worked after 3:00 p.m., and before 11:00 p.m., shall receive a fifteen-cent (\$.15) per hour shift differential. All hours worked after 11:00 p.m. to 7:00 a.m. shall receive a twenty-cent (\$.20) per hour shift differential.

**Section 2 - Probationary Employees**

Probationary employees, will be paid at a rate of one (\$1.00) dollar per hour less than the wage schedule in Section 1 of this Article during their probation period.

**Section 3 - Reopener**

The parties agree that if either side decides to reopen this Article XXI, such party shall notify the other party in writing at least ninety (90) days, but not more than one hundred twenty (120) days, prior to the anniversary date of this Agreement. In the event such notice to reopen this Article is given, then the parties agree to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties.

**Section 4 - Temporary Classification Reassignment-**

When an employee is temporarily assigned to a classification with a higher wage rate, the employee shall receive the higher wage rate. However, no wage rate reduction shall be suffered when assigned to a lower paying classification.

**ARTICLE XXII  
INSURANCE****Section 1 - Liability Insurance**

The Employer agrees to provide both personal and vehicle liability insurance policies for the protection of personnel covered by this Agreement while serving on duty.

This insurance will include but not be limited to civil rights violations, false arrest.

**Section 2 - Medical Insurance**

On the effective date of this Agreement the County will not pay any part of the employee's medical insurance premium. However, if required by the employee's medical insurance carrier, the County will deduct the amount of the premium and remit such amount to the insurance company.

The parties acknowledge that in 1989 the parties agreed to a wage increase that included \$0.65/hour being added to the employee's base wages in lieu of the Employer providing health insurance benefits to employees covered by this Agreement.

In the event the County is required by Federal or State law or regulation to pay all or a portion of medical insurance premiums for members of the bargaining units, the parties agree to negotiate the employee's wages and method of payment of such medical insurance premiums.

**ARTICLE XXIII  
SENIORITY AND THE EMPLOYMENT RELATIONSHIP**

An employee's seniority consists of his continuous service with the Montgomery County Sheriff's Department from his most recent date of hire. An employee's seniority and his employment relationship with the Sheriff's Department shall terminate if the employee:

- a) quits:

- b) is discharged for cause;
- c) is absent for three (3) consecutive days without notifying the Sheriff's Departments
- d) is absent from work for more than one (1) month for any reason other than an approved leave of absence:
- e) does not return to work at the end of an approved leave of absence; or
- f) does not return to work within seven (7) days after being notified of a recall from layoff.

All full-time employees covered by this Agreement shall have the right to bid, according to Seniority, on shift assignments, all vacancies and new positions, if qualified.

Shift assignments shall be made by the Sheriff in accordance with past practice.

#### ARTICLE XXIV TERM OF AGREEMENT

This Agreement shall be effective from December 1, 2000, through 11:59 P.M. on November 30, 2003, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2000, or the anniversary date of such yearly extension of a desire to amend it. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiation.

LETTER OF UNDERSTANDING

Both signatory parties agree that the Employer will hire, effective January 11, 1992, an additional "Floater Deputy". Also, no later than March 1, 1992, the Employer agrees to hire an additional "Floater Deputy/Jailer".

Both signatory parties agree that on January 25, 1992, the Deputies will begin working schedule "D", as presented by the Deputies, consisting of ten (10) straight time hours per day with rotating days off. This will be in effect for a six-month trial period, after which, both parties may meet and confer on the feasibility of the schedule.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24<sup>th</sup> day of May 2001.

Labor Council:

Muelo P. Monte  
Chairman Bargaining Committee

Bruce Sanford  
Bargaining Committee Member

D. J. Nixon  
Field Representative  
Illinois FOP Labor Council

Montgomery County:

Milo A. Hauer  
Board Chairman  
Montgomery County

Sheriff Jim Gray  
Sheriff  
Montgomery County

Sandy Lethbriser  
Clerk  
Montgomery County

ATTEST

John A. Dawson  
Chairman of Personnel  
Committee

William E. DeLschott  
Personnel Committee

Nelson E. Aumann  
Personnel Committee

[Signature]  
Personnel Committee

Glen W. Painter  
Personnel Committee

Resolution No. 01-10

**A RESOLUTION AND REAPPORTIONMENT PLAN OF THE  
COUNTY OF MONTGOMERY**

WHEREAS, 55 ILCS 5/2-3001, et seq., provides for the reapportionment of counties having population of less than 3,000,000 inhabitants and with a township form of government; and

WHEREAS, said statutes require the County Board to determine the size of the County Board to be elected; the method by which such County Board members shall be elected; the method by which the County Board Chairman shall be elected; and the amount of compensation to be paid the members of the County Board; and

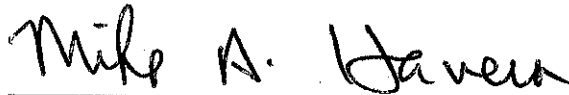
WHEREAS, the Montgomery County Board has determined that the County Board shall consist of 21 members to be elected from 7 County Board Districts, with three members to be elected from each District.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Montgomery County Board shall consist of 21 members, to be elected from 7 Districts as set forth in Exhibit A (consisting of six pages and attached hereto) with three members to be elected for each District.

BE IT HEREBY FURTHER RESOLVED that the Chairman of the Montgomery County Board shall be elected by the members of the Montgomery County Board, commencing following the election of November, 2000 and every two years thereafter.

BE IT HEREBY FURTHER RESOLVED that the members of the Montgomery County Board shall be paid compensation on a per diem basis as follows, pursuant to previous resolution: \$60.00 per day for County Board Meetings plus mileage. Pursuant to previous resolution, the Chairman of the County Board shall be paid \$500.00 per month.

Duly presented, adopted and passed this 12<sup>th</sup> day of June, 2001.



Mike Havera, Chairman  
Montgomery County Board

ATTEST:

  
Sandy Leitheiser, County Clerk



**DISTRICT 1:** Bois D'arc #1 (127)  
Bois D'arc #2 (923)  
Harvel (274)  
Raymond (1204)  
Pitman (507)  
Zanesville (399)  
NE Territory of North Litchfield #1 (236)  
Territory in Butler Grove including Village of Butler (506)  
**TOTAL: 4176 (1% variance)**

**DISTRICT 2:** Audubon #1 (342)  
Audubon #2 (285)  
Nokomis #1 (347)  
Nokomis #2 (639)  
Nokomis #3 (809)  
Nokomis #4 (458)  
Nokomis #5 (826)  
Rountree (272)  
**TOTAL: 3978 (3.5% variance)**

**DISTRICT 3:** East Fork #3 (910)  
Fillmore (660)  
Irving #1 (620)  
Irving #2 (454)  
South Fillmore (246)  
Witt #1 (217)  
Witt #2 (338)  
Witt #3 (692)  
**TOTAL: 4137 (0% variance)**

**DISTRICT 4:** East Fork #1 (740)  
East Fork #2 (231)  
East Fork #4 (522)  
Grisham #1 (320)  
Grisham #2 (313)  
Walshville (365)  
Hillsboro #6 (952)  
Territory of Hillsboro #5 (702)  
**TOTAL: 4145 (0% variance)**

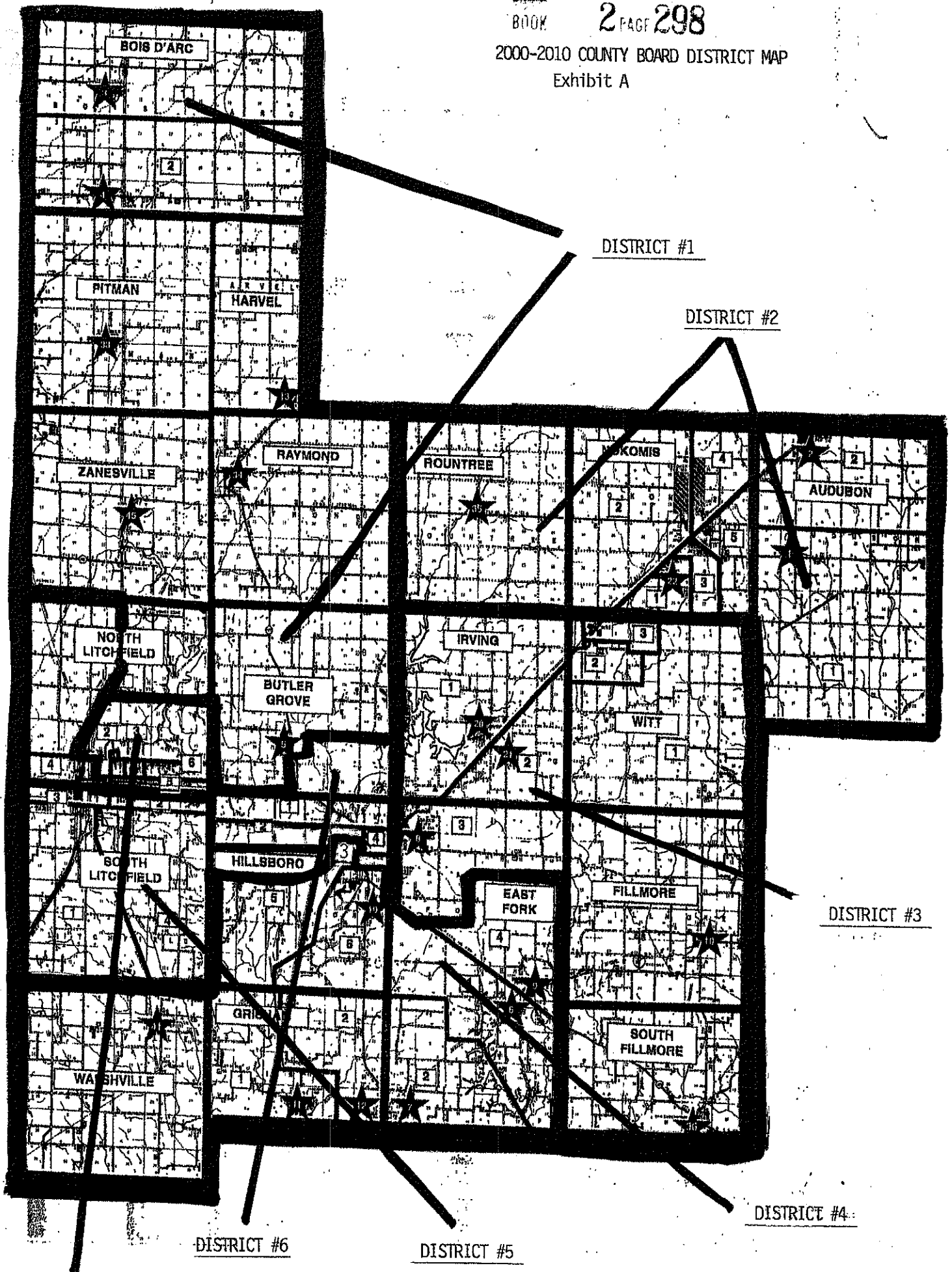
**DISTRICT 5:** South Litchfield #1 (968)  
South Litchfield #2 (1214)  
South Litchfield #3 (713)  
South Litchfield #4 (581)  
North Litchfield #4 (534)  
W of I-55 Territory of North Litchfield #1 (187)  
**TOTAL: 4197 (2% variance)**

**DISTRICT 6:** Hillsboro #1 (1085)  
Hillsboro #2 (537)  
Hillsboro #3 (796)  
Hillsboro #4 (775)  
Two Territories from Hillsboro #5 (668)  
SE Territory of Butler Grove (203)  
**TOTAL: 4064 (1% variance)**

**DISTRICT 7:** SE Territory E of I-55 from North Litchfield #1 (705)  
North Litchfield #2 (877)  
North Litchfield #3 (714)  
North Litchfield #5 (735)  
North Litchfield #6 (1147)  
**TOTAL: 4178 (1% variance)**

2000-2010 COUNTY BOARD DISTRICT MAP

Exhibit A



DISTRICT #1

DISTRICT #2

DISTRICT #3

DISTRICT #4

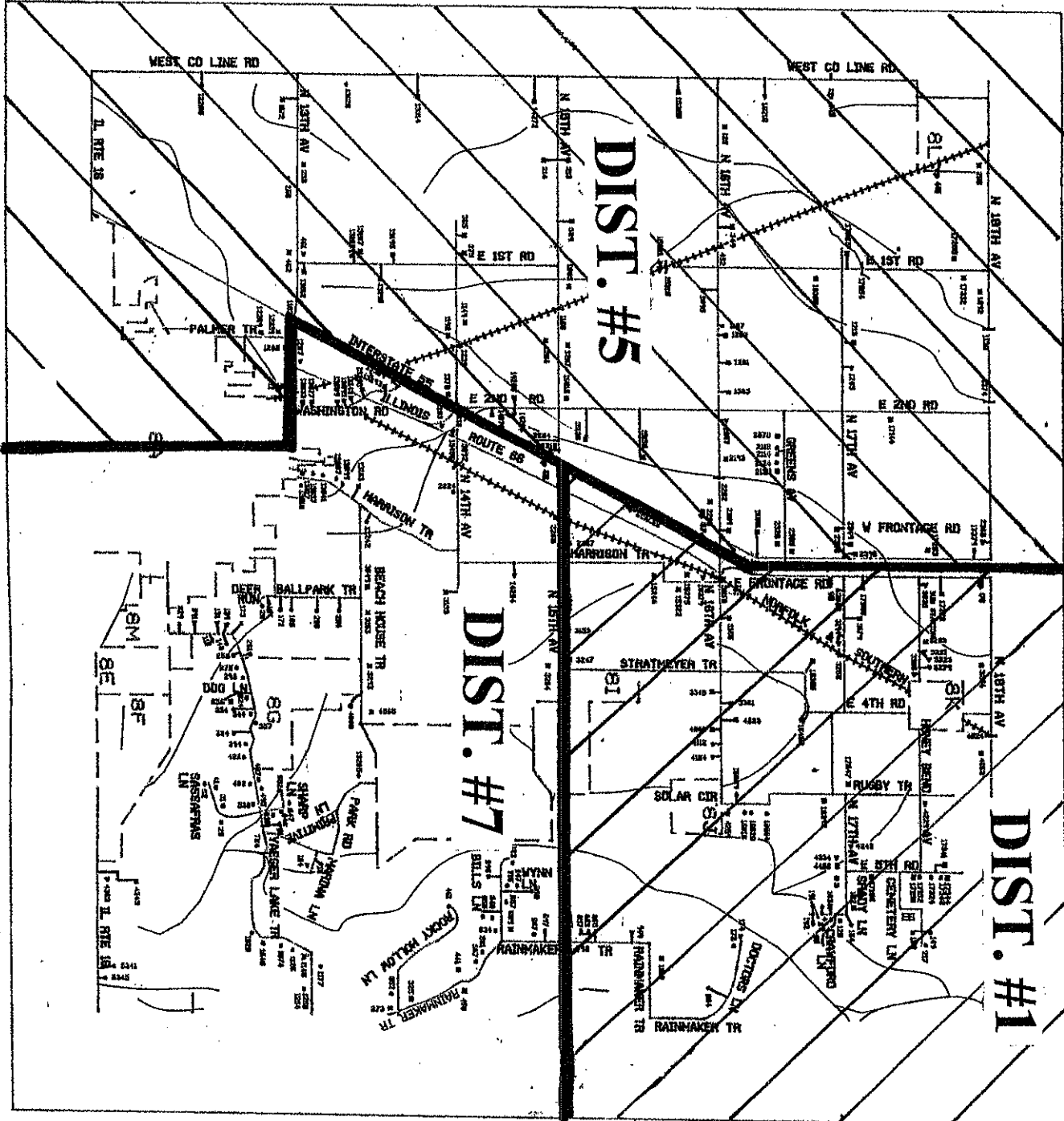
DISTRICT #5




DISTRICT #6

DISTRICT #7

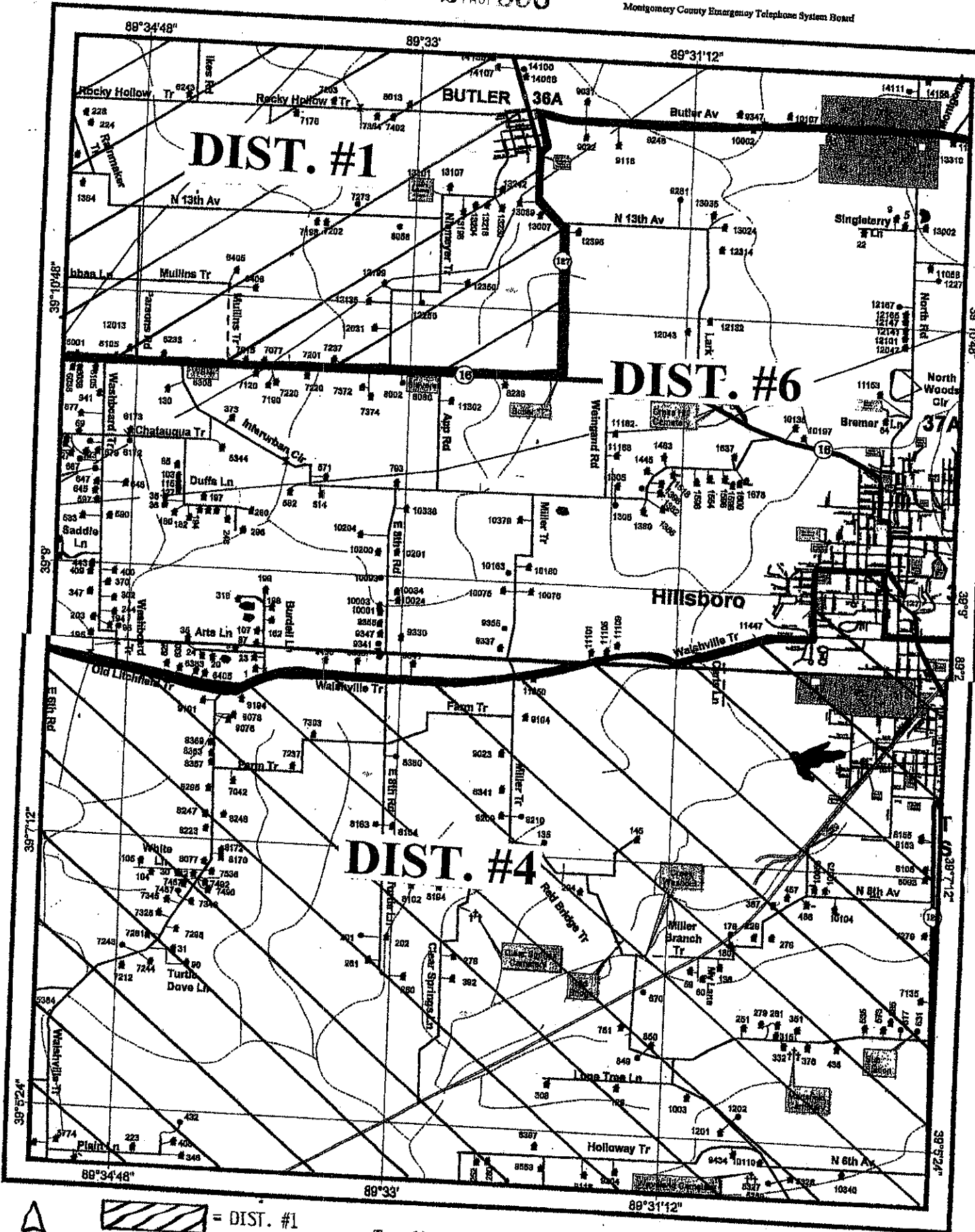
JUMP




NORTH LITCHFIELD TOWNSHIP



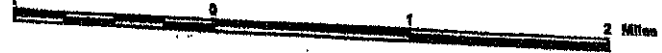
-  =revised Dist.#5
-  =revised Dist.#7
-  =revised Dist.#1

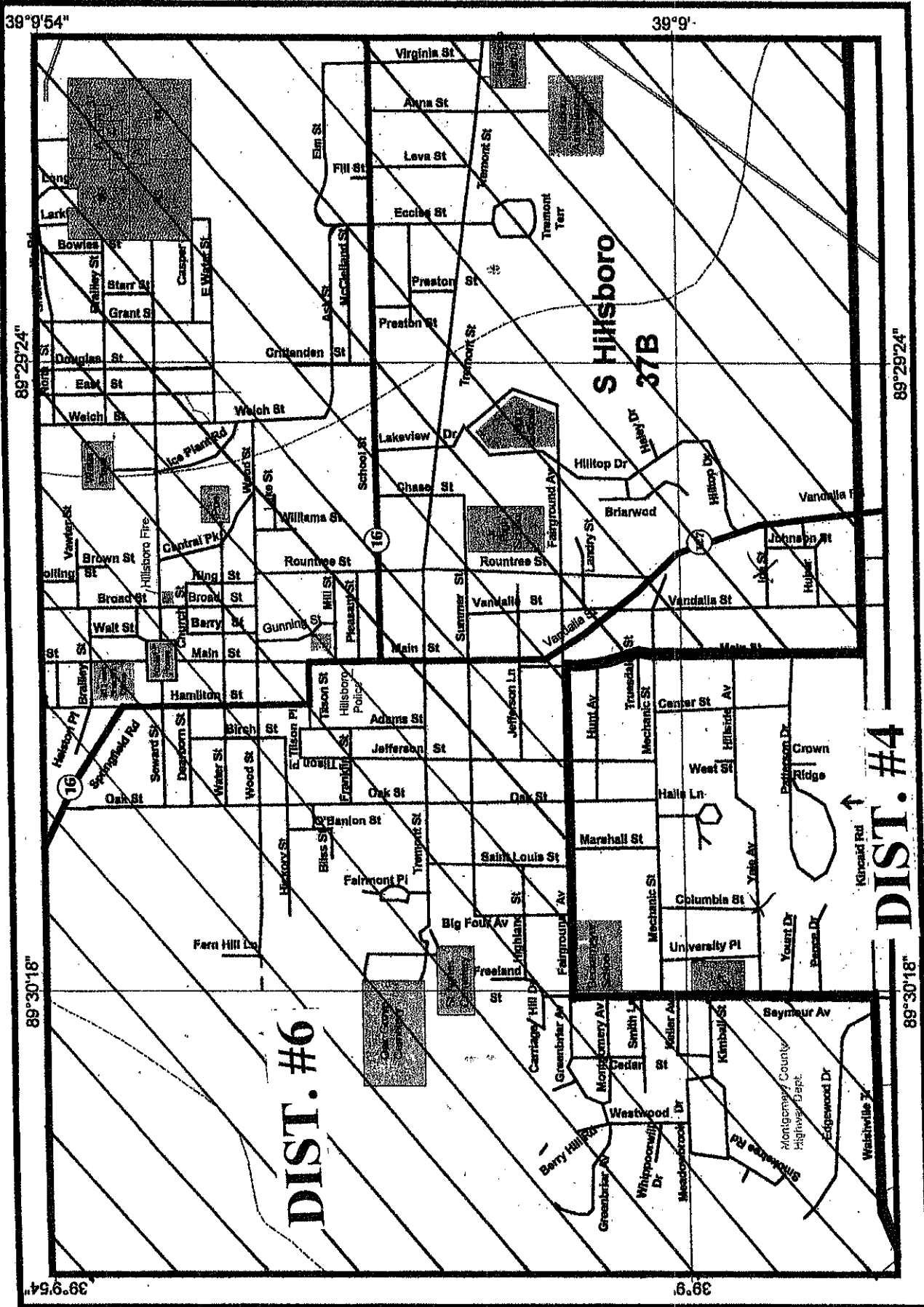
6



-  = DIST. #1
-  = DIST. #6
-  = DIST. #4

Township(s): Hillsboro





= new District Lines  
 CB Dists. #6 & #4  
 = revised CB Dist. #6



Township(s): Hillisboro



**DIST. #1**

**Butler Grove**  
BUTLER GROVE

**Butler**

**DIST. #6**

HILLSBORO 1

HILLSBORO 2

Schran, CI

HILLSBORO

HILLSBORO

City Rd 708 E

City Rd 801 E

City Rd 850 E

City Rd 1080 E

City Rd 875 E

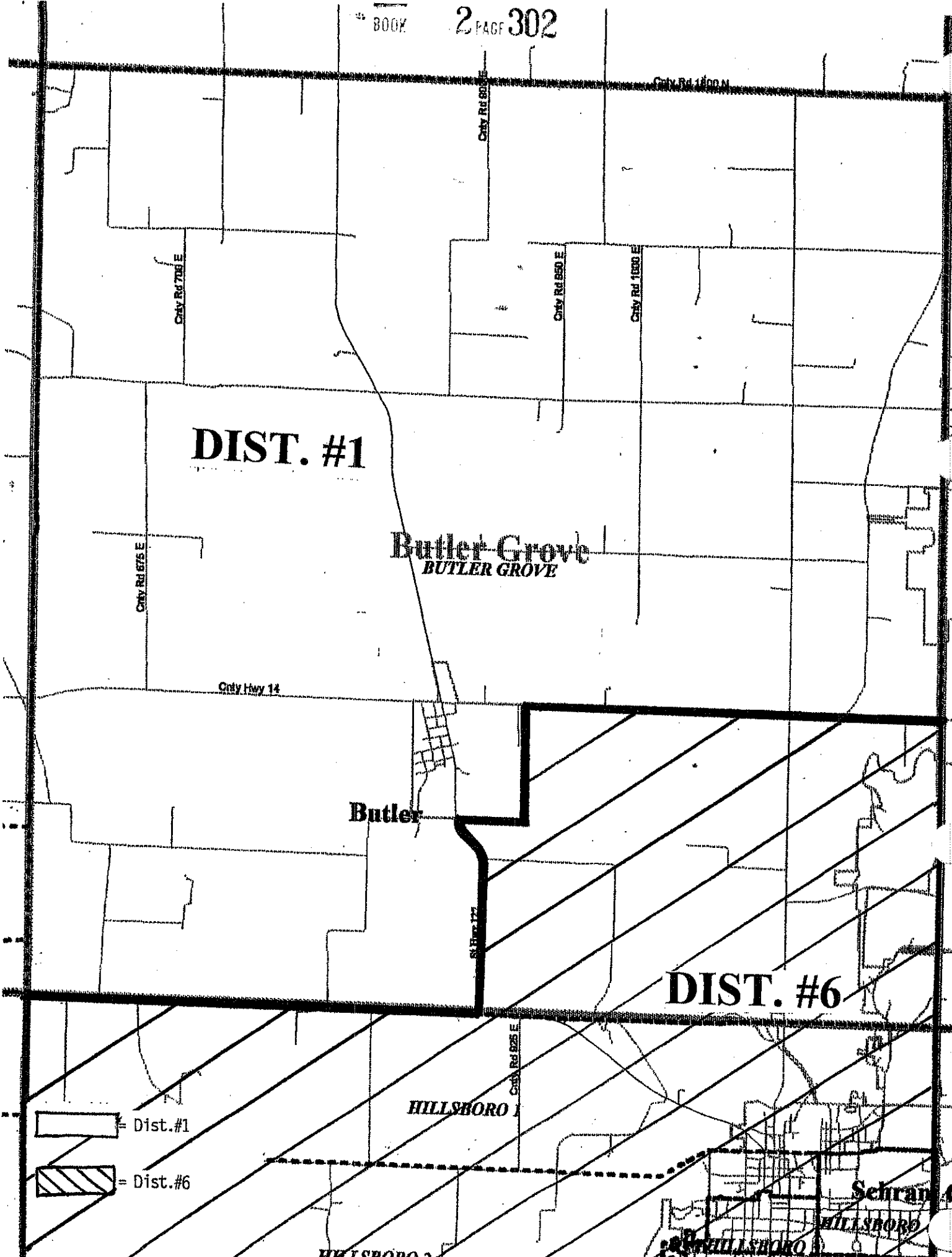
Only Hwy 14

St Hwy 177

City Rd 825 E

[White box] = Dist. #1

[Hatched box] = Dist. #6



**MONTGOMERY COUNTY RESOLUTION # 01-11****RESOLUTION ESTABLISHING PREVAILING WAGE RATES**

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

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

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

**SECTION 1:** To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works", approved June 26, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of Montgomery County is hereby ascertained to be the same as prevailing rate of wages for construction work in Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 2001 a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by Montgomery County. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

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

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

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

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

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

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

**ADOPTED,** at the regular meeting of the County Board of Montgomery County, Illinois this 12th day of June, 2001.

MONTGOMERY COUNTY, ILLINOIS

*Mike A. Havera*

CHAIRMAN OF THE MONTGOMERY COUNTY BOARD, MIKE HAVERA

STATE OF ILLINOIS            |  
  | SS  
MONTGOMERY COUNTY        |

I, Sandy Leitheiser, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the County Board of Montgomery County at their regular meeting held on June 12th, 2001.

**IN WITNESS WHEREOF,** I hereunto affix my hand and official seal this 12th day of June 2001.

(SEAL)

*Sandy Leitheiser*  
SANDY LEITHEISER, COUNTY CLERK



# Montgomery County Prevailing Wage for June 2001

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		21.000	21.350	1.5	1.5	2.0	0.000	3.100	0.000	0.250
ASBESTOS ABT-MEC		BLD		24.010	25.010	1.5	1.5	2.0	2.920	4.320	0.000	0.000
BOILERMAKER		BLD		24.200	26.700	1.5	1.5	2.0	3.800	7.040	0.000	0.150
BRICK MASON		BLD		22.470	23.470	1.5	1.5	2.0	3.400	5.600	2.000	0.375
CARPENTER	N	BLD		21.660	23.410	1.5	1.5	2.0	4.300	5.500	0.000	0.250
CARPENTER	N	HWY		21.070	22.320	1.5	1.5	2.0	3.950	5.280	0.000	0.250
CARPENTER	S	BLD		21.040	22.790	1.5	1.5	2.0	4.300	6.120	0.000	0.250
CARPENTER	S	HWY		20.600	21.850	1.5	1.5	2.0	3.950	5.750	0.000	0.250
CEMENT MASON		ALL		22.600	23.100	1.5	1.5	2.0	4.250	4.750	0.000	0.100
ELECTRIC PWR EQMT OP	NE	ALL		24.800	28.490	1.5	1.5	2.0	2.100	6.200	0.000	0.000
ELECTRIC PWR EQMT OP	SW	ALL		24.550	29.580	1.5	2.0	2.0	4.010	6.140	0.000	0.000
ELECTRIC PWR GRNDMAN	NE	ALL		16.680	28.490	1.5	1.5	2.0	2.100	4.170	0.000	0.000
ELECTRIC PWR GRNDMAN	SW	ALL		18.330	29.580	1.5	2.0	2.0	2.990	4.580	0.000	0.000
ELECTRIC PWR LINEMAN	NE	ALL		26.700	28.490	1.5	1.5	2.0	2.100	6.670	0.000	0.000
ELECTRIC PWR LINEMAN	SW	ALL		28.210	29.580	1.5	2.0	2.0	4.600	7.060	0.000	0.000
ELECTRIC PWR TRK DRV	NE	ALL		17.560	28.490	1.5	1.5	2.0	2.100	4.390	0.000	0.000
ELECTRIC PWR TRK DRV	SW	ALL		20.030	29.580	1.5	2.0	2.0	3.270	5.010	0.000	0.000
ELECTRICIAN	E	BLD		25.450	28.000	1.5	1.5	2.0	3.000	3.810	0.000	0.380
ELECTRICIAN	NW	BLD		26.720	28.220	1.5	1.5	2.0	3.000	3.300	0.000	0.130
ELECTRICIAN	SW	ALL		27.010	28.630	1.5	1.5	2.0	4.730	4.590	0.000	0.270
ELECTRONIC SYS TECH	E	BLD		19.800	20.300	1.5	1.5	2.0	2.800	0.590	0.000	0.000
ELECTRONIC SYS TECH	W	BLD		25.470	27.000	1.5	1.5	2.0	7.640	0.760	0.000	0.000
ELEVATOR CONSTRUCTOR		BLD		27.765	31.240	2.0	2.0	2.0	4.325	2.460	1.670	0.000
GLAZIER		BLD		22.100	0.000	1.5	2.0	2.0	0.000	2.500	0.000	0.000
HT/FROST INSULATOR		BLD		27.540	28.540	1.5	1.5	2.0	3.000	5.760	0.000	0.000
IRON WORKER	N	BLD		21.830	23.330	1.5	1.5	2.0	2.920	7.350	0.000	0.250
IRON WORKER	N	HWY		21.830	23.080	1.5	1.5	2.0	2.920	7.350	0.000	0.250
IRON WORKER	S	ALL		22.070	23.570	1.5	1.5	2.0	3.230	7.500	0.000	0.380
LABORER		ALL		21.000	21.350	1.5	1.5	2.0	2.700	5.700	0.000	0.250
LATHER		BLD		21.080	22.830	1.5	1.5	2.0	3.950	5.280	0.000	0.250
MACHINIST		BLD		29.300	31.050	2.0	2.0	2.0	3.200	2.100	2.020	0.000
MILLWRIGHT		BLD		23.450	25.200	1.5	1.5	2.0	3.000	5.470	0.000	0.250
MILLWRIGHT		HWY		19.270	20.520	1.5	1.5	2.0	2.800	3.000	0.000	0.000
OPERATING ENGINEER		ALL	1	23.500	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
OPERATING ENGINEER		ALL	2	22.370	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
OPERATING ENGINEER		ALL	3	18.340	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
OPERATING ENGINEER		ALL	4	17.953	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
OPERATING ENGINEER		ALL	5	17.620	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
OPERATING ENGINEER		ALL	6	24.050	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
OPERATING ENGINEER		ALL	7	24.350	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
OPERATING ENGINEER		ALL	8	24.630	24.630	1.5	1.5	2.0	4.200	6.900	0.000	1.000
PAINTER		BLD		21.820	22.320	1.5	1.5	2.0	2.200	4.000	0.000	0.350
PAINTER		HWY		23.020	23.520	1.5	1.5	2.0	2.200	4.000	0.000	0.350
PAINTER OVER 30FT		BLD		23.820	24.320	1.5	1.5	2.0	2.200	4.000	0.000	0.350
PAINTER PWR EQMT		BLD		23.820	24.320	1.5	1.5	2.0	2.200	4.000	0.000	0.350
PAINTER PWR EQMT		HWY		25.020	25.520	1.5	1.5	2.0	2.200	4.000	0.000	0.350
PILEDRIIVER	N	BLD		22.160	23.910	1.5	1.5	2.0	4.300	5.500	0.000	0.250
PILEDRIIVER	N	HWY		21.570	22.820	1.5	1.5	2.0	3.950	5.280	0.000	0.250
PILEDRIIVER	S	BLD		21.540	23.290	1.5	1.5	2.0	4.300	6.120	0.000	0.250
PILEDRIIVER	S	HWY		21.100	22.350	1.5	1.5	2.0	3.950	5.750	0.000	0.250
PIPEFITTER	NE	BLD		27.800	29.300	1.5	1.5	2.0	3.550	3.150	0.000	0.350
PIPEFITTER	SW	BLD		27.450	28.700	1.5	1.5	2.0	2.050	3.650	0.000	0.000
PLASTERER		BLD		22.000	23.000	1.5	1.5	2.0	4.250	4.750	0.000	0.200
PLUMBER	NE	BLD		27.800	29.300	1.5	1.5	2.0	3.550	3.150	0.000	0.350
PLUMBER	SW	BLD		27.450	28.700	1.5	1.5	2.0	2.050	3.650	0.000	0.000
ROOFER		BLD		21.950	23.700	1.5	1.5	2.0	2.700	5.000	0.000	0.100
SHEETMETAL WORKER		ALL		24.350	25.350	1.5	1.5	2.0	3.550	3.170	1.460	0.040

SPRINKLER FITTER	BLD	27.540	29.040	1.5	1.5	2.0	3.400	2.850	0.000	0.150
TELECOM WORKER	ALL	21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO MASON	BLD	23.300	23.650	1.5	1.5	2.0	0.000	2.400	0.000	0.000
TRUCK DRIVER	ALL 1	23.340	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 2	23.740	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 3	23.940	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 4	24.190	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000
TRUCK DRIVER	ALL 5	24.940	0.000	1.5	1.5	2.0	4.360	2.225	0.000	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime 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 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/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work

performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

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

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

#### ELECTRONIC SYSTEMS ELECTRICIAN

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

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

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

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

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

Class 4. Low Boy and Oil Distributors.

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

#### OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists,

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

GROUP II. Assistant Operators.

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

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

GROUP V. Oiler.

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

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

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman. Other Classifications of Work: For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If there is no such definition on file, the Bureau of Labor Statistics SIC list will be used. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. Further, if no such neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217/782/1710 for wage rates or clarifications.

LANDSCAPING

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

landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 37-

RESOLUTION

BOOK

2 PAGE 310

FOR

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of GRISHAM of Montgomery County has agreed to pay an amount of \$1,250.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

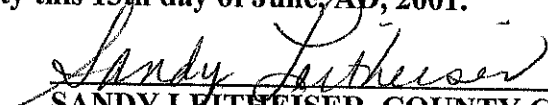
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
GRISHAM (Cooley Location)	958 B-CA, Location A	See Attached Map	\$2,500.00

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

I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2001.

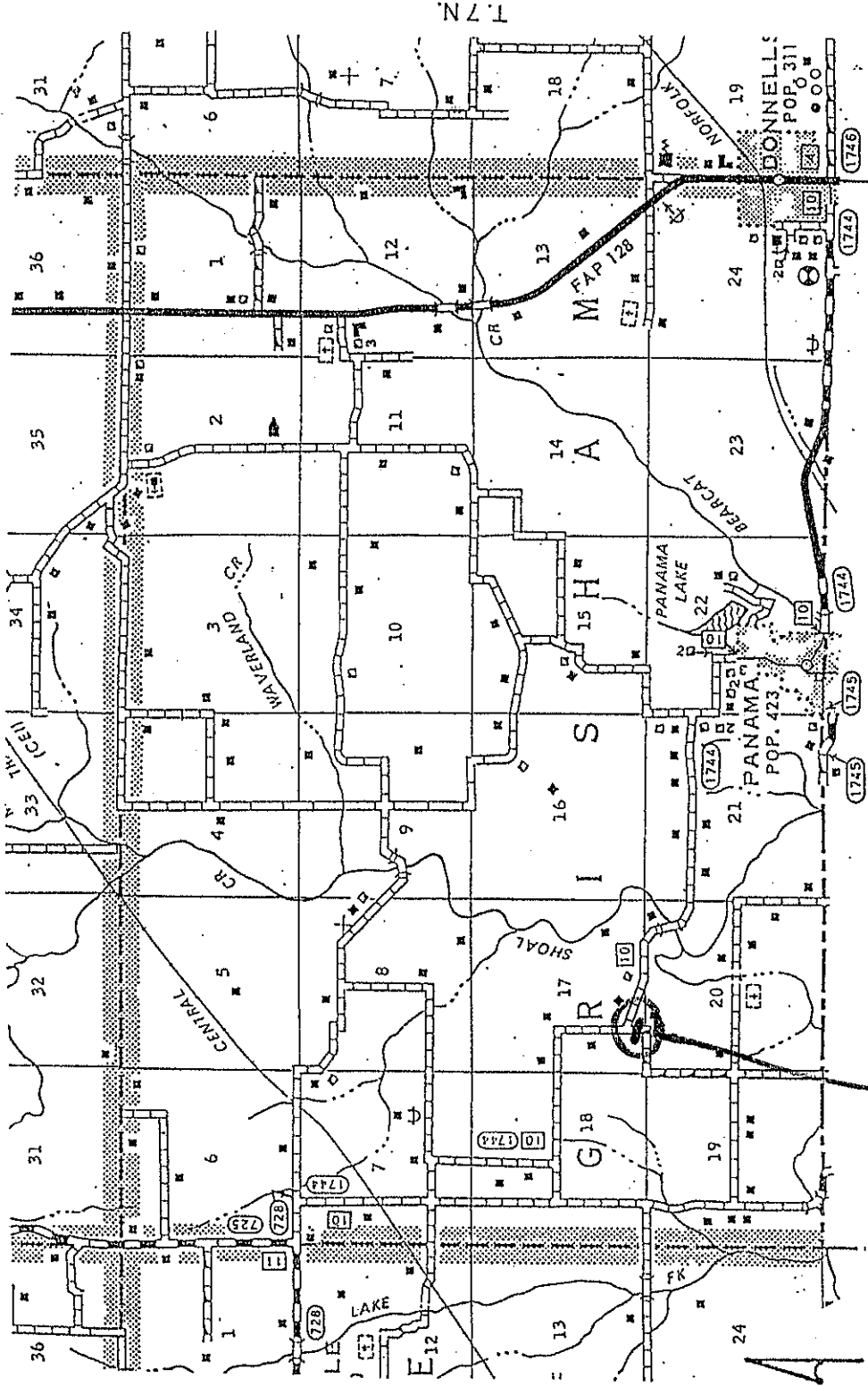
  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:

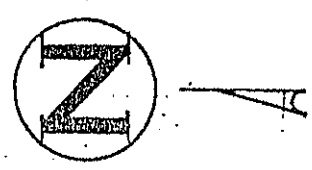
Montgomery County	50%
Grisham	50%

GRISHAM R. D.  
R. 4 W., T. 7 N.

R. 4 W.



30' x 50' Proposed



MONTGOMERY COUNTY HIGHWAY DEPARTMENT

RESOLUTION # 38-

RESOLUTION  
FOR

BOOK

2 PAGE 312

COUNTY AID TO ROAD DISTRICT FOR BRIDGE PURPOSES

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

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

WHEREAS, The Road District of GRISHAM of Montgomery County has agreed to pay an amount of \$1,400.00 from the proceeds of its road and bridge levy for the current year toward financing the requested bridge:

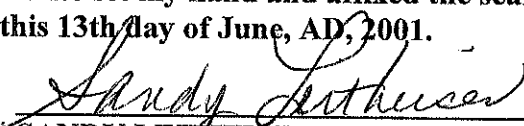
NOW THEREFORE BE IT RESOLVED, that the prayer of the Road District be and the same is hereby granted for aid in the construction of the bridge described below;

<u>ROAD DISTRICT</u>	<u>NAME OF BRIDGE</u>	<u>LOCATION</u>	<u>EST. COST</u>
GRISHAM (Logsdon Location)	958 B-CA, Location B	See Attached Map	\$2,800.00

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

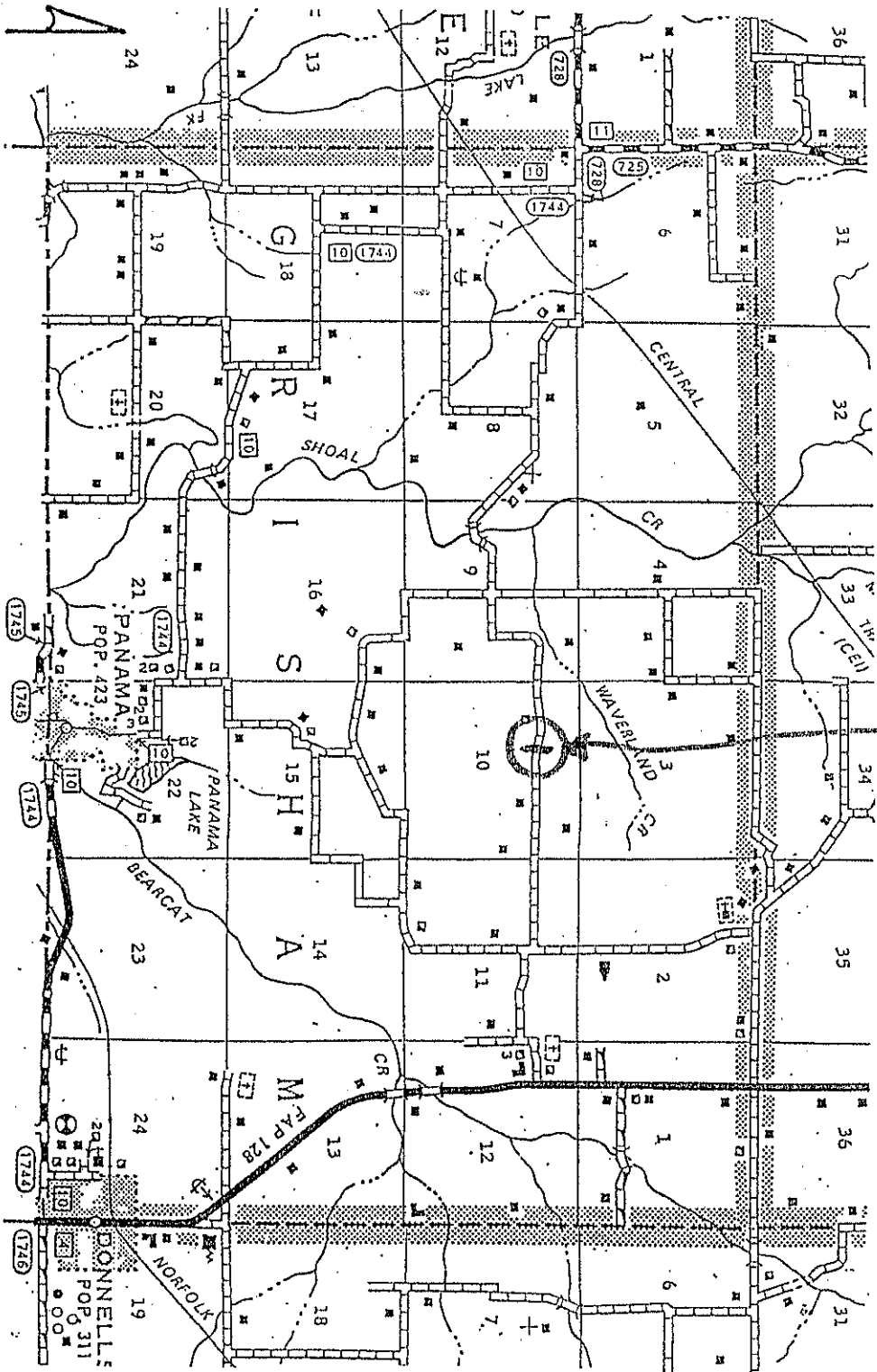
I, SANDY LEITHEISER, County Clerk in and for said County, in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true, perfect and complete copy of a resolution adopted by the Board of Montgomery County at their adjourned Meeting held at Hillsboro on this 13th day of June, AD, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 13th day of June, AD, 2001.

  
SANDY LEITHEISER, COUNTY CLERK

COST BREAKDOWN:  
Montgomery County 50%  
Grisham 50%





958-B-CA Loc. B  
42' x 50'

GRISHAM R. D.  
R. 4 W., T. 7 N.

T. 7 N.

Montgomery County Highway Department

Resolution for Change in the Functional Classification of a County Highway

Resolution # 39-01

WHEREAS, Chapter 605, Section 5/3-104 of the Illinois Compiled Statues provides that local authorities, with respect to highways under their jurisdiction may, by resolution, propose a change of functional classification; and

WHEREAS, the County of Montgomery is desirous of changing the functional classification of County Highway 25 from 0.25 mile east of the Montgomery/Macoupin County Line to the Interstate 55 Frontage Road to a collector; and

WHEREAS, County Highway 25 forms an integrated network with stub routes and connects industrial areas, not served by an arterial, to the arterial system:

NOW THEREFORE, BE IT RESOLVED that County Highway 25 be upgraded from a local road to a collector from 0.25 mile east of the Montgomery/Macoupin County Line to the Interstate 55 Frontage Road.

Milo A. Haven  
Chairperson  
Montgomery County Board

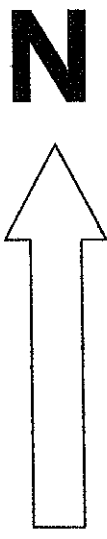
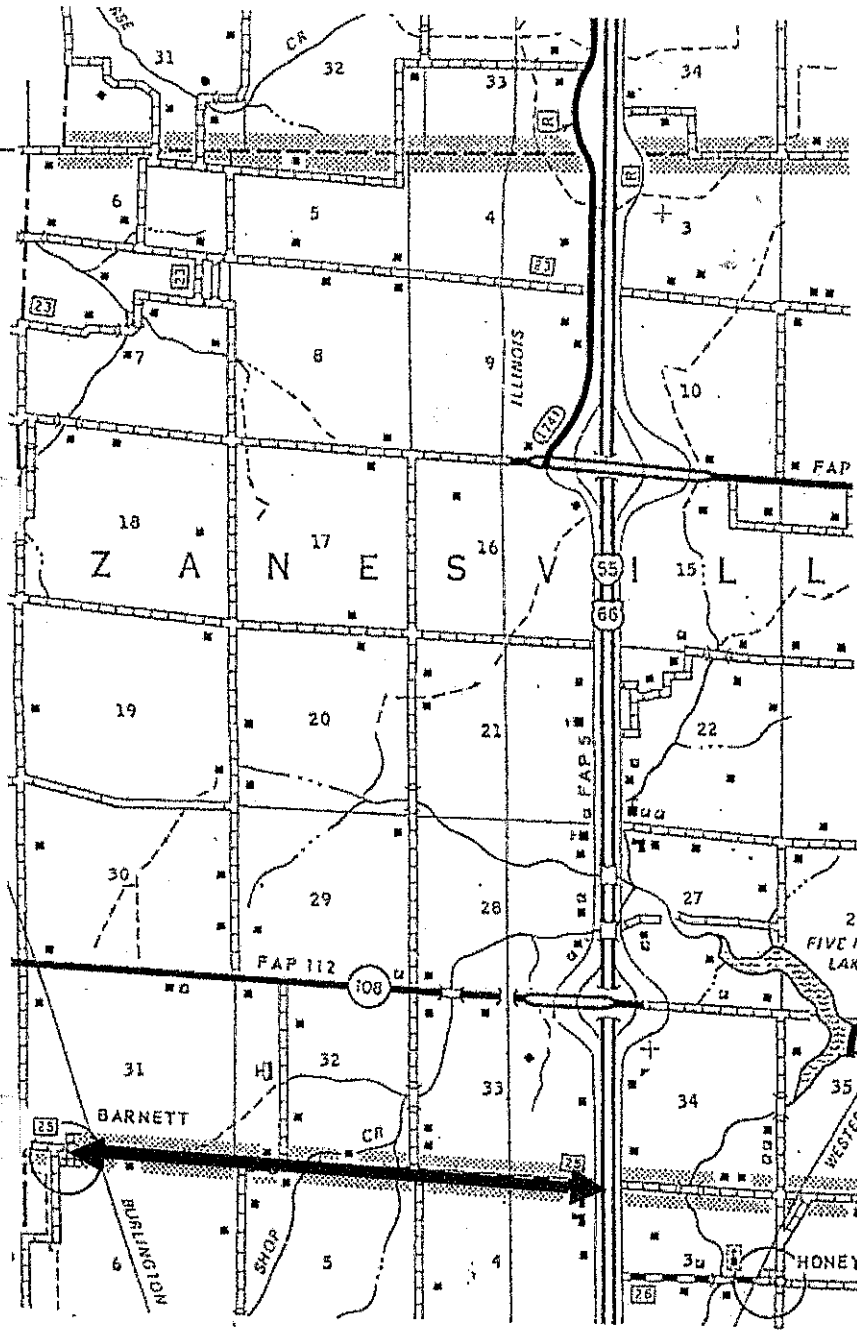
STATE OF ILLINOIS )  
  )    SS  
COUNTY OF MONTGOMERY )

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 passed by the County Board of Montgomery County at the Adjourned Meeting held on June 12, 2001.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro in said County this 12th day of June, AD, 2001.

Sandy Leitheiser  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)



**TOWNSHIP:** Zanesville/North Litchfield  
**ROUTE:** County Highway 25  
**LIMITS:** 0.25 mile east of the Montgomery/Macoupin County line to the Interstate 55 Frontage Road.

Municipality	LOCAL AGENCY  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation (Type of Funding) STR	CONSULTANT	Name	Allen Henderson & Assoc Inc.	
County			Montgomery	Address	1941 South Spring Street
Township				City	Springfield
Section			01-00118-00-RS	State	Illinois
Project No.				Zip Code	62704
Job No.				Existing Structure No.	

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Federal-aid Funds allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "STATE", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

**Project Description**

Name County Highway 7 Route F.A.S. 723 Length 5.718 Mi.

Termini Limits of project are IL Rte 185 at the South end and C.H. 8 at the North end.

Description: The project consists of upgrading the existing pavement to accommodate 80,000 lb truck loads. This will be achieved by overlaying the existing roadway with bituminous concrete of the required thickness. The project will also include aggregate shoulders, drainage structure design, ditch shaping, and other miscellaneous work.

**Agreement Provisions**

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
  - a. (  ) Make such detailed surveys as are necessary for the planning and design of roadways and/or bridges and for the preparation of detailed construction plans.
  - b. (  ) Make stream and flood plain hydraulic surveys and gather both existing bridge up and downstream water data, and flood flow histories.
  - c. (  ) Prepare application for Army Corps of Engineers Permit, application for Division of Water Resources Permit, bridge waterway sketch and/or channel change sketch, Project Report, Utility Plan, Traffic Control Plan, and Railroad Crossing Work Agreements.
  - d. (  ) Design and/or approve cofferdams and superstructure shop drawings.
  - e. (  ) 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. (If required for box culvert extension.)
  - f. (  ) Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current requirements of the STATE.
  - g. (  ) Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.

- h.(x) Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- i.(x) 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.
- j.(x) After the review heretofore required, complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Federal-Aid Procedures for Local Highway Improvements manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- k.(x) Plans for structures to be built as a part of the improvement will be prepared under the supervision of Mark Henderson, a Registered Structural Engineer.
- l.(x) 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.
- m.(x) Prepare the necessary environmental documents in accordance with the guidelines contained in the Federal-Aid Procedures for Local Highway Improvements manual.

To attend conferences to be held at the request of the LA and visit the site of the work at any reasonable time when requested to do so by the LA or representatives of the STATE.

To commence the work within 15 calendar days, and to complete the services provided for herein within 365 calendar days, from the date of the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

That should the LA require changes in any of the Bridge Design and Hydraulic Report, ROW, Plats, Easements, environmental documents, detailed construction plans, specifications or estimates after they have been approved in writing by the LA, the LA shall pay the ENGINEER, in addition to the Lump Sum Fee set forth in Section 2 of THE LA AGREES, hourly rates in amounts equal to the entire value to the ENGINEER for the actual time spent in making such changes but in no case shall the LA be billed at rates in excess of those listed below nor shall the total compensation for changes under the provisions of this SECTION exceed \$10,000 without renegotiation of the agreement and concurrence of the STATE.

	Hourly Rate Including Burden, Fringe, Overhead, & Profit
Principal Engineer	\$104.00
Principal Assistant Engineer	\$ 87.00
Assistant Engineer	\$ 71.00
Draftsmen	\$ 45.00
Helpers	\$ 32.00
Clerical	\$ 25.00

The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. 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 such services shall be commensurate with the work performed.

It is understood that "changes", as used in this Section, means basic changes in location or design and that the provisions of this Section shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans satisfactory to the LA and the STATE.

5. That he is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that he has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein, **except** as stated in Section 1k of the ENGINEER AGREES.
6. That he shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from his errors, omissions, or negligent acts without additional compensation. Acceptance of the Work by the STATE will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That he will comply with applicable Federal Statutes, State of Illinois Statutes, and local laws or ordinances of the LA.

**The Engineer Further Agrees,**

to comply with all applicable Equal Employment and Nondiscrimination Acts, Executive Orders, and Regulations required by the U.S. Department of Transportation (DOT) including:

- a. 23 USC 710.405(b), Nondiscrimination on Basis of Sex in Right-of-Way Acquisition.
- b. 42 USC 2000d-1, Title VI of the Civil Rights Act of 1964 (Nondiscrimination on Basis of Race, Color, or National Origin).
- c. 49 CFR 21, Nondiscrimination in DOT Programs.
- d. 49 CFR 23, Participation by MBE's in DOT Programs.

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts/agreements financed in whole or in part with Federal funds under this AGREEMENT.

The ENGINEER agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this AGREEMENT. In this regard the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this AGREEMENT. The ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The ENGINEER shall include the provisions of this "Policy" in every subcontract, including procurement materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this AGREEMENT and may result in termination of the AGREEMENT or such remedy as deemed appropriate.

- e. 49 CFR 27, Nondiscrimination on Basis of Handicap.

The LA Agrees,

To furnish the ENGINEER with all presently available survey data and information, including instructions for scales to be used, standard details and Standard Specifications adopted by the STATE and other available data useful to the work to be done by the ENGINEER. If the work provided in Section 11 is not required by this agreement, the LA shall make or cause to be made traffic counts required for design purposes and furnish same to the ENGINEER.

2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, a Lump Sum Fee of \$ 83,589.77 plus compensation for soil surveys or subsurface investigations; Bridge Design and Hydraulic Report; right-of-way, channel change and hydraulic surveys; ~~environmental documents, permits;~~ soil analysis and evaluation; ~~cofferdam and shop drawing review;~~ and extra work as provided for under Sections 1a through 1m, and 4 of THE ENGINEER AGREES and Sections 3d through 3h of THE LA AGREES of the AGREEMENT. In the event such changes of the work specified in this AGREEMENT are required prior to the written approval of plans, specifications and estimates by the LA, adjustments in compensation to the ENGINEER and adjustments in time for performance of the work as modified, shall be determined through arbitration between the parties to this AGREEMENT and concurred in by the STATE.

3. That payment 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 field surveys, payment to be 35% per cent of the Lump Sum Fee.
- b. Upon completion of the detailed plans, special provisions, and estimate of cost, payment to be 90 per cent of the Lump Sum Fee. Periodic progress payments between 35% and 90% of the Lump Sum amount, and of levels of completion, may be made if agreeable to both contracting parties.
- c. Upon approval of the plans by the STATE, payment to be the balance of the Lump Sum Fee.
- d. Soil Surveys or subsurface investigation (1f), if required and done by the ENGINEER, will be paid for in accordance with Section 4 of THE ENGINEER AGREES. If the ENGINEER sublets this work, it will be paid for at the cost to the ENGINEER. In either case, the total compensation for this work shall not exceed \$ 10,000.
- e. Changes required, in the detailed plans, specifications or estimates after they have been approved in writing by the LA, will be paid for in accordance with Section 4 of THE ENGINEER AGREES.
- f. Hydraulic surveys (1b), permits, sketches, reports, plans, and agreements (1c), cofferdams and superstructure shop drawings (1d), preliminary bridge design and hydraulic report (1e), will be paid for in accordance with Section 4 of THE ENGINEER AGREES, and the total compensation for this work shall not exceed \$ 3,000.00 (Applies only to the hydraulic survey & hydraulic report for the 3-barrel box culvert at the intersection of Wonder Trail, if required.)
- g. ~~Soil and foundation boring analysis and evaluation (1g)~~, cofferdam design and/or approval, and shop drawing review and approval (1d) will be paid for in accordance with Section 4 of THE ENGINEER AGREES, and the total compensation for this work shall not exceed \$ 2,500.00.
- h. Right-of-way, channel change and easement surveys and plats (1i), ~~and preparation of environmental documents (1m)~~ will be paid for in accordance with Section 4 of THE ENGINEER AGREES, and the total compensation for this work shall not exceed \$ 5,000.00.

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That all plans, specifications, estimates, plats, and other documents furnished to the LA by the ENGINEER in accordance with this AGREEMENT shall be endorsed by him and shall show his professional seal where such is required by law.
3. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA, or to the STATE, without restriction of limitation as to their use.
4. That all reports, plans, plats, estimates, and special provisions to be furnished by the ENGINEER in accordance with Sections 1a through 1m inclusive, of THE ENGINEER AGREES shall be in accordance with the current standard specifications and policies of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned, or transferred to any other party or parties without written consent of the LA, except as stated in Sections 1e, 1f and 1k of THE ENGINEER AGREES. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
6. That the ENGINEER and his subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at a reasonable times during the AGREEMENT period and for three years from the date of the final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration, or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.
7. That payment by LA in accordance with Sections 2 and 3 of THE LA AGREES will be considered as payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
8. That any differences 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 their mutual disposition and that the committee's decision shall be final.
9. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of his Work and shall indemnify and save harmless the LA, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance coverage.
10. 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 drawing plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partially and completed estimates, and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completely and any services partially completed in accordance with Section 4 of THE ENGINEER AGREES and Section 3 of THE LA AGREES.



**Successors and Assigns**

That the LA and the ENGINEER bind themselves, their successors, executors, administrators, and assigns to the other party of this AGREEMENT, and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT.

Executed by the LA:

Montgomery County of the  
(Municipality/Township/County)

State of Illinois, acting by and

through its County Board Chairman

By Milo A. Haver

Title: Chairman of the County Board

ATTEST:

By Sandy Leathers  
Montgomery County Clerk

(SEAL)

Executed by the ENGINEER:

Allen Henderson and Associates, Inc.

1941 South Spring Street

Springfield, Illinois 62704

ATTEST:

By Mark O. Henderson

Title: Vice-President

By Allen P. Henderson

Title: President

**Certification of Engineer**

I hereby certify that I am the Principal and duly authorized representative of the Allen Henderson and Associates, Inc., whose address is 1941 S. Spring Street, Springfield, IL 62704 and that neither I nor the above firm I herein represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- (b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT, or
- (c) paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

In addition, I and the firm I herein represent:

- (d) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (e) have not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- (g) have not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER is unable to certify to any of the statements in this certification, such ENGINEER shall attach an explanation to this AGREEMENT.

I acknowledge that this certificate is to be furnished to the LA and the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

June 05, 2001 (Date)

Allen P. Henderson (Signature)

**Certification of LA**

I hereby certify that I am the County Board Chairman of Montgomery County  
(County Board Chairman/Mayor/Village President, etc.) (County/Municipality/Township)

and that the above ENGINEER or his representative has not been required directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind;

except as herein expressly stated (if any);

I acknowledge that this certificate is to be furnished to the STATE, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

June 14, 2001 (Date)

Mike A. Hoover (Signature)

**MONTGOMERY COUNTY IL.  
CAFETERIA PLAN  
PLAN DOCUMENT**

Effective June 1, 2001

**MONTGOMERY COUNTY  
CAFETERIA PLAN  
EXHIBIT A**

The Employer has restated this Plan effective June 1, 2001, in recognition of the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This plan is a restatement of a Plan which was originally effective October 1, 2000. The Plan shall be known as the Montgomery County Illinois Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125(d) of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I  
DEFINITIONS**

1.1 **"Administrator"** means the individual or individuals appointed by the Employer to carry out the administration of the Plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414 (in)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** means each of the optional benefit choices available to a Participant as outlined in Section 4. 1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants, pursuant to Article III, to purchase Benefits. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder. Compensation shall include overtime, commissions and bonuses.

1.7 **"Dependent"** means any individual who qualifies as a dependent under Code Section 125.

1.8 **"Restated Effective Date"** means June 1, 2001.

1.9 **"Election Period"** means the period immediately preceding each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on a uniform and non discriminatory basis for all Employees and participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5. 1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

Also, any Employee or former Employee shall not be eligible to participate in this Plan unless he is eligible to receive medical benefits pursuant to group medical insurance plan sponsored by the Employer.

1.11 **"Employer"** means Montgomery County IL; any Affiliated Employer (as defined in Section 1.2) which shall adopt this Plan; any successor which shall maintain this Plan; and any predecessor which has maintained this Plan.

1.12 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.13 **"Highly Compensated Participant"** means, for the purpose of determining discrimination under Code Section 125, a Participant who is;

- (a) an officer;
- (b) a shareholder owning more than 5 percent of the voting power or value of all classes of stock of the Employer;
- (c) either of the following groups of employees, as deemed highly compensated by the employer, at the employer's option:
  - (i) an employee earning greater than \$85,000 (as indexed for cost of living adjustments by the IRS), or
  - (ii) all employees in the top paid group; or
- (d) a Spouse or Dependent of an individual described in (a), (b) or (c) above.

- 1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.
- 1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Sections 4.2 through 4.4 of this Plan, which provides for the payment of Premium Expenses.
- 1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.
- 1.17 **"Key Employee"** means an employee defined in Code Section 416 (i)(1) and the Treasury regulations thereunder.
- 1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason, become ineligible to participate further in the Plan.
- 1.19 **"Plan"** means Montgomery County IL Cafeteria Plan
- 1.20 Effective January 1, 2002, **"Plan Year"** means the 12-month period beginning January 1, and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. June 1, 2001 through December 31, 2001 shall be a short Plan Year. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
- 1.21 **"Premium Expenses or Premiums"** mean the Participant's cost for the insured Benefits described in Sections 4.2 through 4.6.
- 1.22 **"Premium Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed.
- 1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1 These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the accounts of each Participant for the purpose of providing the Benefits under this Plan.
- 1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking the Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
- 1.25 **"Spouse"** means the legally married husband or wife of a Participant.

## **ARTICLE II PARTICIPATION**

### **2.1 ELIGIBILITY**

Any Employee eligible to receive medical insurance benefits pursuant to the group medical insurance plan sponsored by the Employer shall be eligible to participate hereunder.

### **2.2 EFFECTIVE DATE OF PARTICIPATION**

An Employee eligible to receive medical insurance benefits pursuant to a group medical plan sponsored by the Employer shall become a Participant effective as of the first day of the pay period following the date on which he met the eligibility requirements of Section 2.1.

### **2.3 APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An eligible Employee shall also be required to execute a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2

### **2.4 TERMINATION OF PARTICIPATION**

A participant shall no longer participate in the Plan upon the occurrence of any of the following events:

- (a) His termination of employment, subject to the provisions of Section 2.6;
- (b) The end of the Plan Year during which he became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (c) The end of the Plan Year during which he became a limited Participant because of a change in employment status pursuant to Section 2.5;
- (d) The termination of this Plan, subject to the provisions of Section 8.2.

## **2.5 CHANGE OF EMPLOYMENT STATUS**

If a Participant ceases to be an Eligible Employee because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. If the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article 11 as if he were a new Employee and made an election in accordance with Section 5. 1

## **2.6 TERMINATION OF EMPLOYMENT**

If a Participant terminates employment with the Employer for any reason other than death, his participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contracts for which the premiums have already been paid.

## **2.7 DEATH**

If a Participant dies, his participation in the Plan shall cease. However, such Participant's beneficiaries, or the representative of his estate, may submit claims for benefits for the portion of the Plan Year preceding his date of death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Administrator may designate the Participant's Spouse, one of his Dependents or a representative of his estate.

# **ARTICLE III CONTRIBUTIONS TO THE PLAN**

## **3.1 SALARY REDIRECTION**

Benefits under the Plan shall be financed by Salary Redirections sufficient to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date to the first day of the next succeeding Plan Year. However, in no event shall a Participant's Salary Redirection exceed 100% of the Participant's Compensation. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the accounts of each Participant pursuant to elections made under Article V.



Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in family status as determined under the rules and regulations of the Department of the Treasury (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child and termination of employment of a spouse). Salary Redirection amounts shall be contributed on a pro-rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

### **3.2 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Contributions designed for the Participant's Premium Expense Reimbursement Accounts shall be credited to such accounts for the purpose of paying Premium Expenses.

## **ARTICLE IV BENEFITS**

### **4.1 BENEFITS OPTIONS**

Each participant may elect to have the amount of his Salary Redirections applied to the following optional Benefits:

- (a) Health Insurance Premium Payment Plan for Employee's Spouse, and/or Dependents.

### **4.2 HEALTH INSURANCE PREMIUM PAYMENT PLAN BENEFIT**

- (a) Each participant may elect to be covered under a health and hospitalization Insurance Contract for the Participant's Spouse and/or Dependents.
- (b) The Employer will select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) The rights and conditions with respect to the benefits payable from such health and hospitalization Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.7 NONDISCRIMINATION REQUIREMENTS

- (a) It is the intent of this Cafeteria Plan not to discriminate as to contributions or Benefits provided to Highly Compensated Participants as defined in Section 1.13.
- (b) It is the intent of this Cafeteria Plan not to provide qualified benefits as defined under Code Section 125(f) to Key Employees in amounts that exceed 25 % of the aggregate of such Benefits provided for all Eligible Employees under the Plan.
- (c) If the Administrator deems it necessary to avoid discrimination or possible taxation to Highly Compensated Employees or Key Employees in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

### ARTICLE V PARTICIPANT ELECTIONS

#### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year provided he elects to do so before his effective date of participation pursuant to Section 2.2. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made.

#### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select and purchase with his Salary Redirections. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan.

### **5.3 FAILURE TO ELECT**

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit option elections as are then in effect for the current Plan Year- The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### **5.4 CHANGE OF ELECTION**

Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if the changes are necessitated by and are consistent with a change in family status which is acceptable under rules and regulations adopted by the Department of the Treasury (e.g., marriage, divorce, death of Spouse or child, birth or adoption of child, significant cost or coverage changes, change of work status (e.g., full-time to part-time and vice versa) by either spouse or employee, unpaid leave of absence by employee or spouse and termination of employment of a Spouse).

## **ARTICLE VI ERISA PROVISIONS**

### **6.1 NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402--and shall be responsible for the management and control of the operation and administration of the Plan.

## 6.2 GENERAL FIDUCIARY RESPONSIBILITIES

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- (a) for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- (b) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- (c) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

## ARTICLE VII ADMINISTRATION

### 7.1 PLAN ADMINISTRATION

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this plan;

- (a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, the Administrator's interpretations thereof in good faith are to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To authorize the payment of benefits; and

- (f) To appoint such agents, counsel, accountants, consultants and actuaries as may be required to assist in administering the Plan.

## **7.2 EXAMINATION OF RECORDS**

The Administrator will make available to each Participant such records as pertain to the Participant for examination at reasonable times during normal business hours.

## **7.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer.

## **7.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

# **ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN**

## **8.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee, or Participant. No amendment shall have the effect of reducing any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

## **8.2 TERMINATION**

The Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

## ARTICLE IX MISCELLANEOUS

### 9.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.11

### 9.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

### 9.3 NON-ALIENATION OF BENEFITS

No benefit, right or interest of any person hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure attachment or legal, equitable or other process or be liable for, or subject to, the debts, liabilities or other obligations of such person, except as otherwise required by law.

### 9.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Participants.

### 9.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

### 9.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

## 9.7 EMPLOYER'S PROTECTIVE CLAUSES

- (a) Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium, if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- (b) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract, or for the action of any person which may delay or render null and void or unenforceable, in whole or in part, an Insurance Contract.

## 9.8 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

## 9.9 OTHER SALARY-RELATED PLANS

It is intended that any other salary-related employee benefit plans that are maintained or sponsored by the Employer shall not be affected by this Plan. Any contributions or benefits under such other plans with respect to a Participant shall, to the extent permitted by law and not otherwise provided for in such other plan, be based on his or her total compensation from the Employer.

## 9.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Illinois.

**9. 11 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

**9.12 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

**9.13 CONTINUATION OF COVERAGE**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 162(k) becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 162(k).

WITNESS WHEREOF, this Plan Document is hereby executed this 12th day of June; 2001.

**MONTGOMERY COUNTY ILLINOIS**

Michael A. Havera

By: Michael A. Havera  
Montgomery County Board Chairman

6-11-01  
Date



**MONTGOMERY COUNTY ILLINOIS  
CAFETERIA PLAN  
CERTIFICATE OF ADOPTING RESOLUTION**

The undersigned, hereby certifies that the following resolutions were duly adopted by the Employer on \_\_\_\_\_; 2001, and that such resolutions have not been modified or resided as of the date hereof:

**RESOLVED**, that the form of Cafeteria Plan, restated effective June 1, 2001, presented to this meeting is hereby approved and adopted and the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

**RESOLVED**, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the restated Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

**RESOLVED**, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Cafeteria Plan. A copy of the Plan and a Summary Description of the Plan is available to each employee that makes such request, of which the Plan and a Summary Description of the Plan as presented to this meeting is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of the Plan Document and the Summary Plan Description approved and adopted in the foregoing resolutions.

**MONTGOMERY COUNTY ILLINOIS**

Mike A. Havera

By: Michael A. Havera  
Montgomery County Board Chairman

6-12-01  
Date

## SUMMARY PLAN DESCRIPTION EXHIBIT B

### TYPES OF ACCOUNTS

**SECTION 125 MEDICAL ACCOUNT:** This account enables you to pay with *pre-tax* dollars any medical, dental, vision, and prescription drug expenses that are not covered under your insurance program or that of your spouse. You may also cover dependent health care expenses through the account even if you choose single coverage. The total amount of your annual pledge is available to you up front thus reducing the risk of a large out-of-pocket expense at any one time during the plan year. Be aware that with the Section 125 medical account, any unused portion of the account at the end of the plan year is forfeited.

**DEDUCTIBLE RESERVE ACCOUNT:** This account enables you to pay with *post-tax* dollars any medical, dental, vision, and prescription drug expenses that are not covered under your insurance program or your spouse's insurance program. You may also cover dependent health care expenses through the account even if you choose single coverage. This account can be used as a supplement to your SECTION 125 UN-REIMBURSED MEDICAL ACCOUNT or can be elected by itself. Just like the section 125 medical account, your total annual pledge is available to you up front for expenses incurred. The major difference between the two accounts is that any remaining balance in the DRA at the end of the play year is refunded to you.

**DEPENDENT CARE EXPENSE ACCOUNT:** This account gives you the opportunity to redirect a portion of your annual pay on a *pre-tax* basis to pay for dependent care expenses. An eligible dependent is any member of your household for whom you can claim expenses on your Federal Income Tax Form 2441, "Credit for Child and Dependent Care Expenses." Children must be under age 13. Care centers which qualify include dependent care centers, preschool educational institutions, and individuals, as long as the caregiver is not a child of yours under age 19 or anyone you can claim as a dependent for tax purposes. Before deciding to use the Dependent Care Expense Account, it would be wise to compare its tax benefit to that of claiming a child care tax credit when filing your tax return. Either may be better, depending on your personal situation. You may not use both. Generally, individuals earning greater than \$25,000 per year or families earning more than \$35,000 per year, will have more favorable results using the Dependent Care Expense Account. You may want to check with your tax advisor to determine which method is best for you and your family. Any unused portion of your account balance at the end of the plan year is forfeited.

### HOW THE ACCOUNTS WORK

During your annual enrollment period, you decide whether or not to participate in one, two, or all three accounts. Then you decide how much you want to deposit to each account for the coming plan year. Your Flexible Spending Account contributions are then deducted from your paychecks on a pre-tax or post-tax basis in equal installments throughout the year. With pre-tax

installments you avoid federal, social security, and most state taxes on the money you allocate to these accounts. You are not taxed on the reimbursements you receive.

When you have eligible expenses not covered under the health insurance plan, such as co-payments and deductibles, a flexible spending claim is automatically generated and a reimbursement payment from your section 125 medical or Deductible Reserve Account is issued. For expenses not directly related to a health plan claim, you submit a FSA claim form with your receipt and a reimbursement payment is issued to you directly.

When you have dependent care expenses, you complete a dependent care claim form and submit it to the Administrator with a receipt from your child care provider. A reimbursement payment is issued to you directly. *Please note, the receipt for your child care provider must include their name, address, and federal tax identification number or social security number.*

### **RULES TO REMEMBER**

Plan your contributions carefully. The IRS requires you to forfeit any unused dollars in your Section 125 Medical or Dependent Care Expense accounts at the end of the plan year. This is called "use it or lose it" You have 90 days after the end of the plan year to be reimbursed for expenses you incur in the previous year.

The amount reimbursed from your Dependent Care account cannot exceed the lower of your or your spouse's annual income. Reimbursements are made from this account on an accrual basis. Only the funds actually accrued through payroll deduction can be disbursed at any given time. Amounts claimed that are greater than your accrued balance will be paid as funds are deposited to your account each pay period.

Should you terminate employment during the plan year, only your accrued balance is payable to you and then only expenses incurred during the time you were employed will be eligible.

### **ACCOUNT STATEMENTS**

You may request a full statement of your account at anytime by calling or sending a written request to the Administrator. A statement of your account will be automatically sent to you approximately one month prior to the end of the plan year and then again 90 days after the plan year ends.

**A Resolution for Boundary Changes Affecting  
Five Montgomery County Precincts Pursuant to the Provisions  
of Illinois Compiled Statutes 10 ILCS 5/11-2**

WHEREAS, the Illinois Compiled Statutes provides for the division, by the County Board, of election precincts to situate their boundaries within a single County Board district after each decennial census redistricting is complete, and

WHEREAS, the Illinois Revised Statutes also requires that election precincts be contained within contiguous territory in as compact form as possible, and

WHEREAS, the County Board believes, and hence finds, that the hereinafter described precinct boundary changes is in the best interests of the County.

NOW, THEREFORE, BE IT ORDAINED by the Montgomery County Board, Montgomery County, Illinois, as follows:

1. That present Hillsboro Precinct #5 is hereby divided as follows:
  - A. All territory West of Seymour Avenue within the City Limits of Hillsboro be hereby designated to be included within Hillsboro Precinct #3.
  - B. All territory North of Walshville Trail and Old Litchfield Trail outside of the City Limits of Hillsboro be hereby designated to be included within Hillsboro Precinct #2.
  - C. All portions remaining of Hillsboro Precinct #5 be hereby designated to remain as Hillsboro Precinct #5.
2. That present North Litchfield Precinct #1 is hereby divided as follows:
  - A. All territory West of Illinois Interstate 55 be hereby designated to be included within North Litchfield Precinct #4.
  - B. All portions remaining of North Litchfield Precinct #1 be hereby designated to remain as North Litchfield Precinct #1.

WHEREAS, this Resolution modifies and amends any and all prior election precinct Resolutions passed by the Montgomery County Board, and except to the extent herein modified and amended, said Resolutions shall remain in full force and effect.

WHEREAS, if any provision of this Resolution be declared to be invalid by a Court of competent jurisdiction, such invalid provision shall not affect the validity of the remaining provisions of this Resolution and the provisions hereof shall be considered, and are hereby declared to be, severable.

WHEREAS, this Resolution shall become effective upon its adoption as required by law.

WHEREAS, the County Clerk shall cause a certified copy of this Resolution to be forwarded to the State Board of Elections, Springfield, Illinois immediately upon its adoption, as required by the Illinois Revised Statutes 10 ILCS 5/11-6.

The vote on the adoption of this Resolution was as follows:

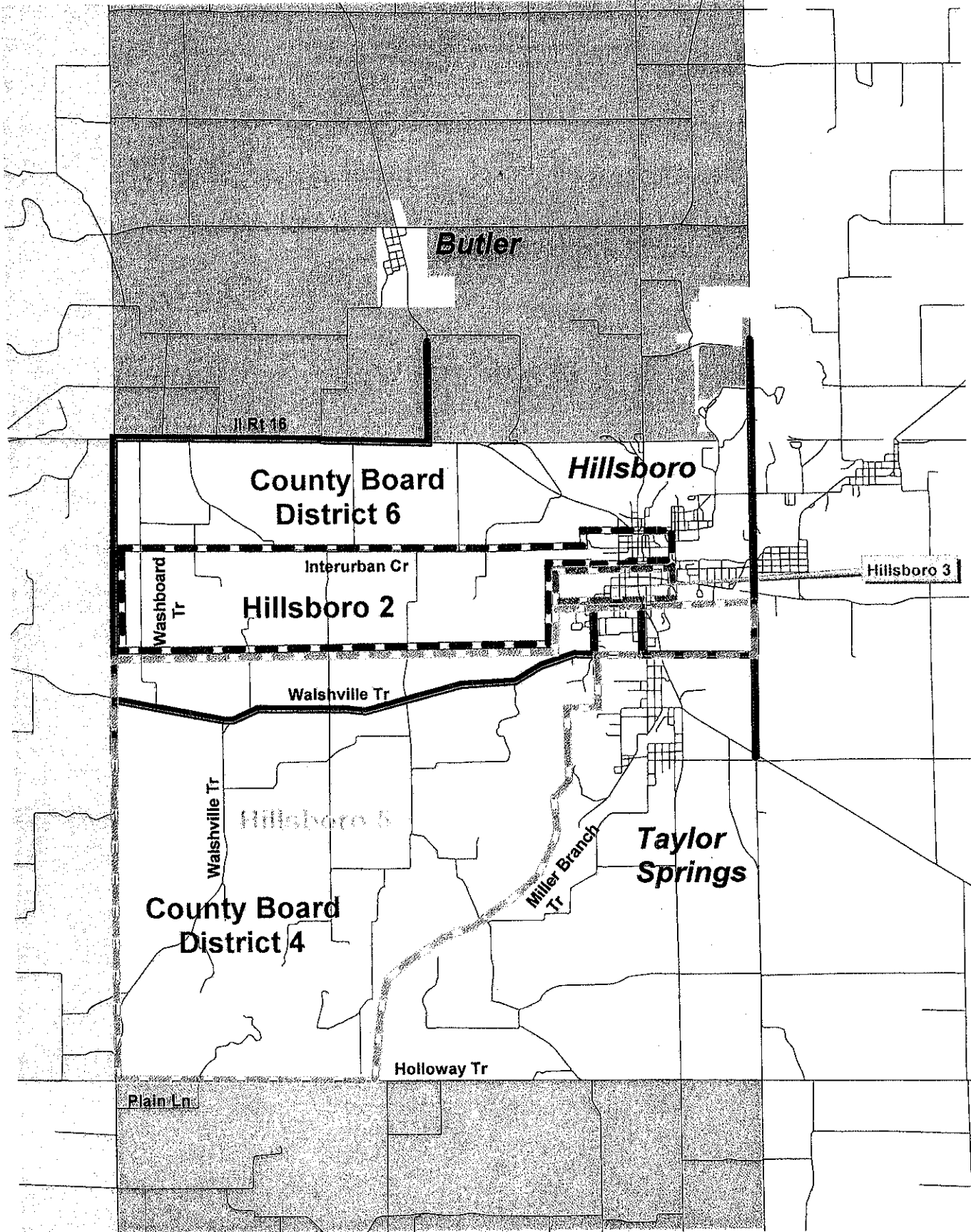
Ayes: 17 Nays: 4 Absent: 0

Adopted this 10<sup>th</sup> day of July, A.D. 2001.

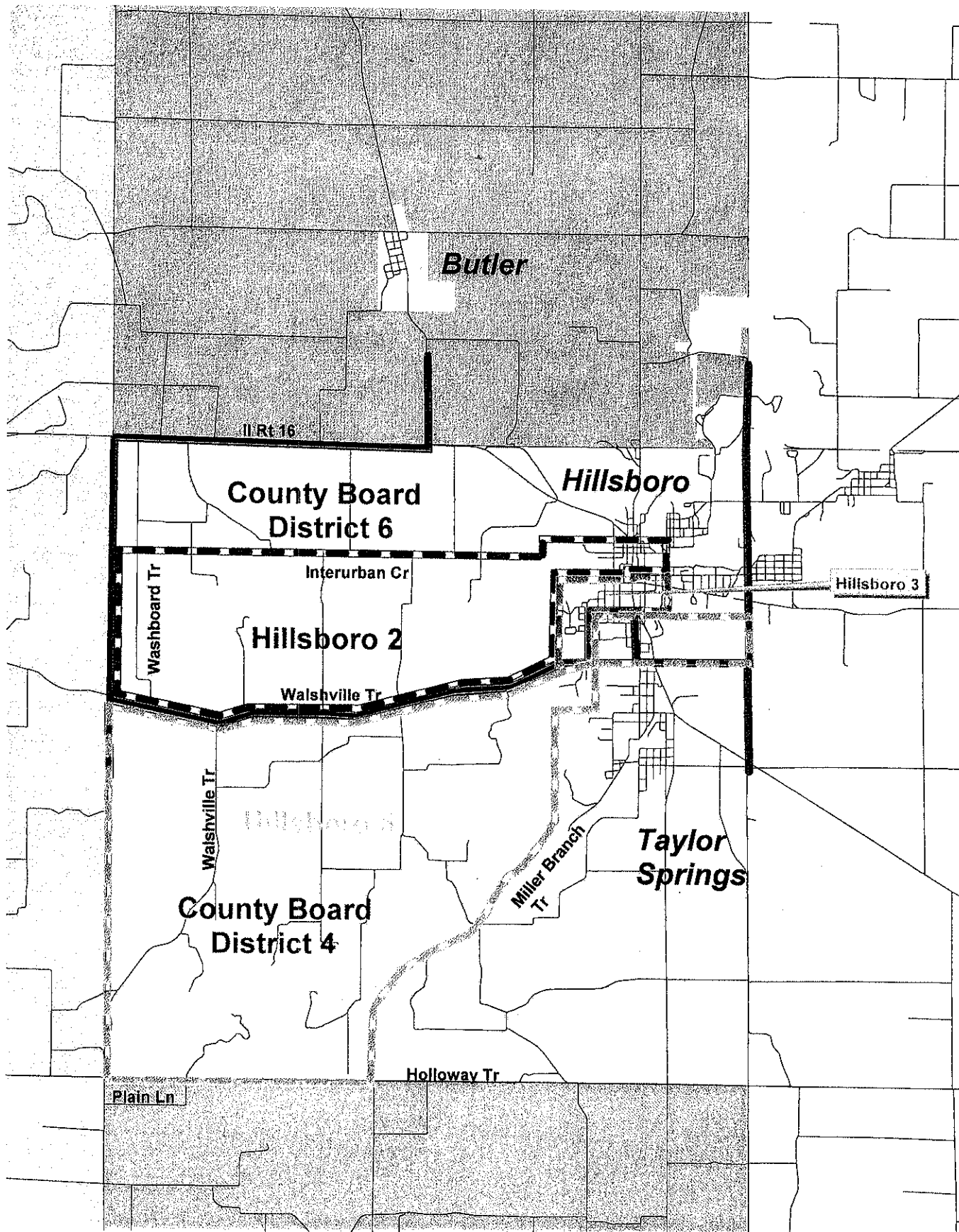
Mike A. Brown  
Chairman, Montgomery County Board

ATTEST: Sandy Leithers (SEAL)  
County Clerk

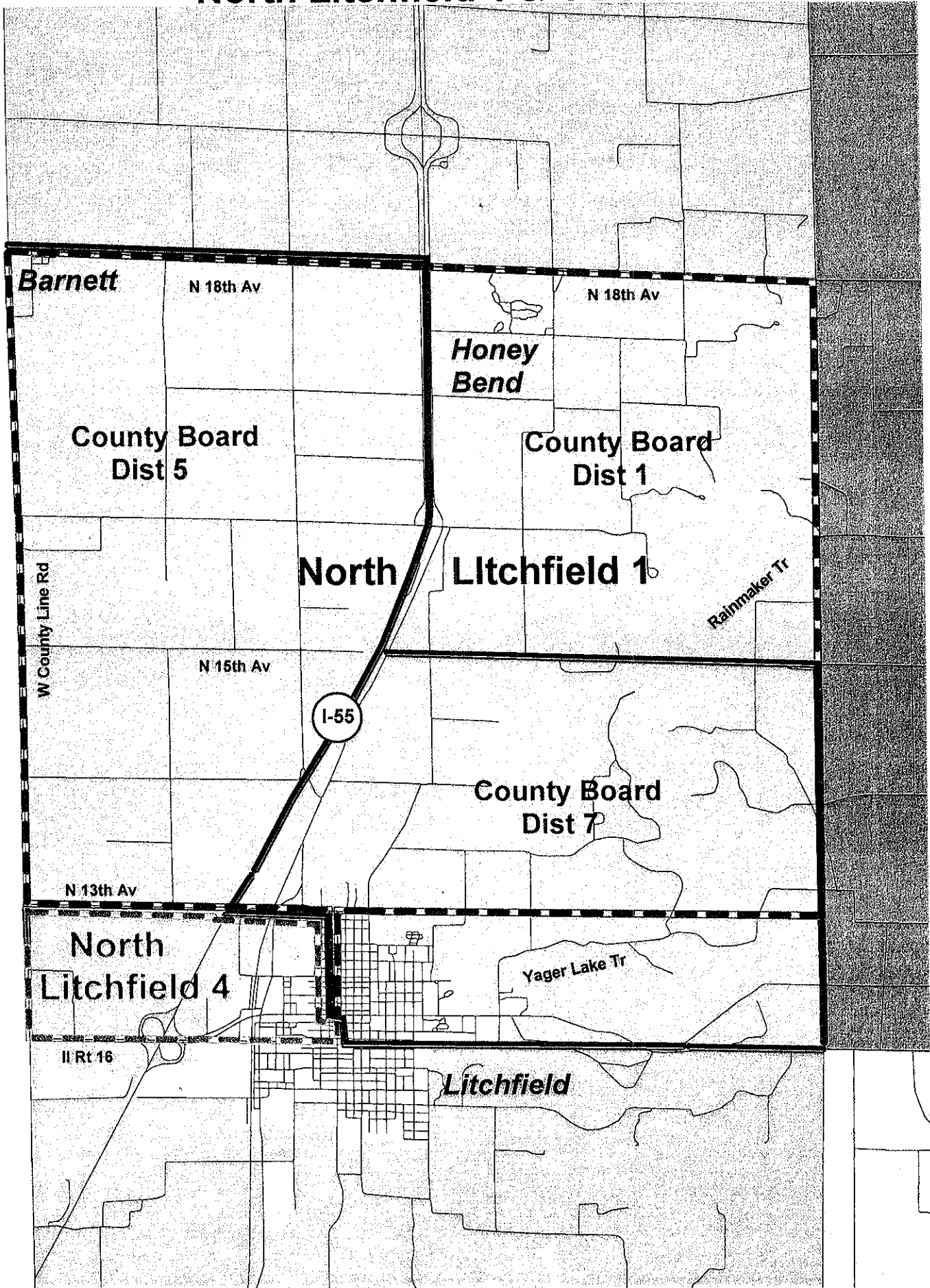
# Hillsboro 2, 3 & 5 Before



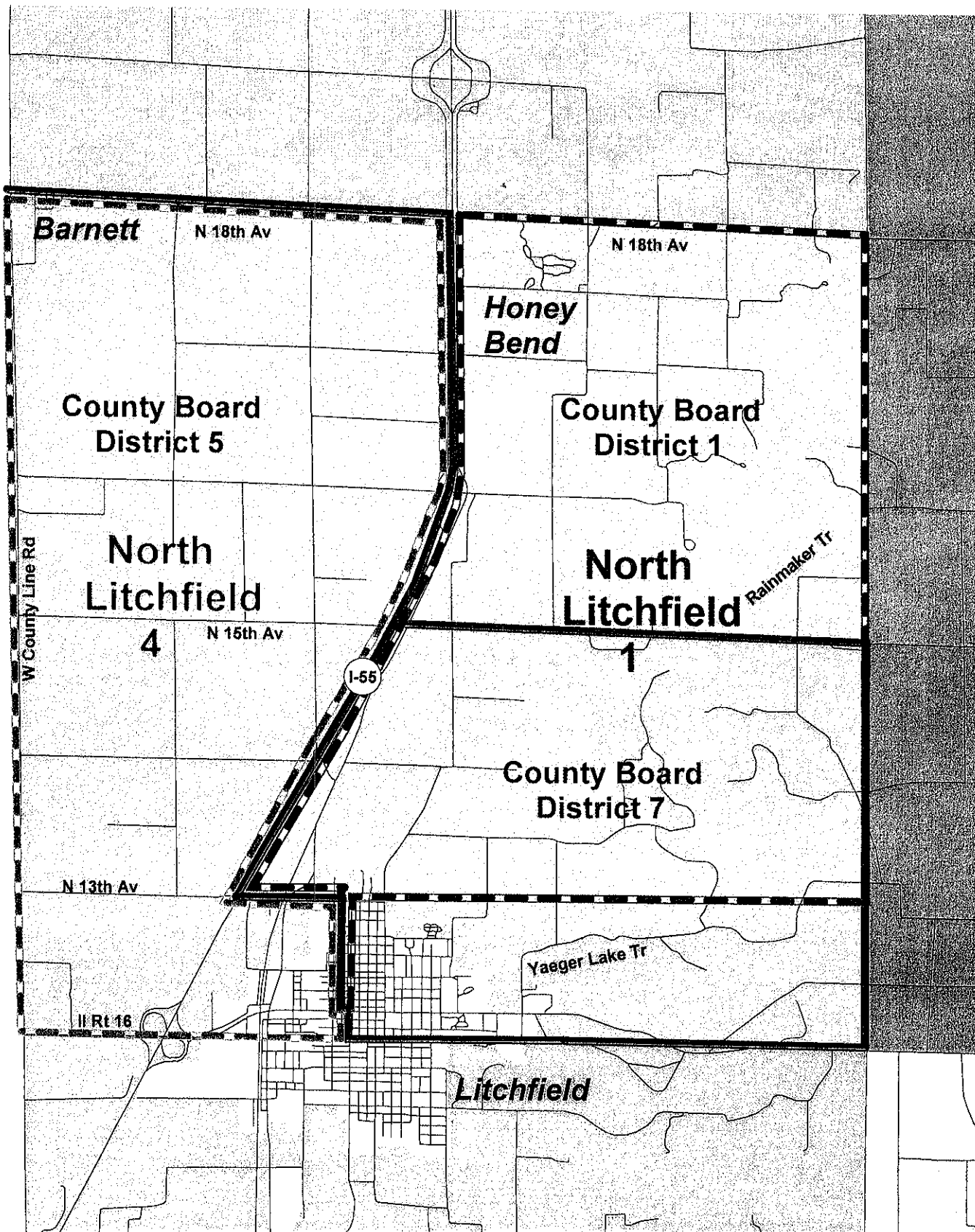
# Hillsboro 2, 3 & 5 After



# North Litchfield 1 & 4 Before



# North Litchfield 1 & 4 After





**Montgomery County**  
**Registered Voter Totals before and after**  
**Precinct Boundary Changes**  
(as of 7/10/01)

<b><u>Precinct Name</u></b>	<b><u>Before Boundary Change</u></b>	<b><u>After Boundary Change</u></b>
Hillsboro #2	333	376
Hillsboro #3	512	703
Hillsboro #5	994	760
N. Lfd. #1	707	632
N. Lfd. #4	276	351

RESOLUTION NO. 01-13

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 04-001-183-00

as described in Certificate No. 22 sold February 10, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10<sup>th</sup> day of July, 2001.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

Permanent Index No.: 04-001-183-00

**ATTACHMENT  
LEGAL DESCRIPTION**

A part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-five (35), Township Eight (8) North, Range Three (3) West of the Third Principal Meridian, described as follows: Beginning at the northeast corner of Lot 6, Block 6 of J.J. Frey's Subdivision, thence East 110 feet to the point of beginning, thence South 120 feet; thence East 85 feet; thence North 120 feet; thence West 85 feet to the point of beginning, situated in the City of Coffeen, Montgomery County, Illinois.

RESOLUTION NO. 01 - 14

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 07-000-259-00

as described in Certificate No. 94 sold October 31, 1994.

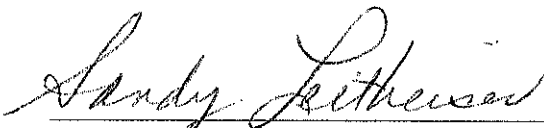
WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10<sup>th</sup> day of July, 2001.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board

Permanent Index No.: 07-000-259-00

**ATTACHMENT  
LEGAL DESCRIPTION**

That part of Lot Seven (7) in Block Twenty-one (21) in the Original Plat of the Village of Harvel described as follows, to-wit: Beginning at the northeast corner of said Lot Seven (7), running thence Southwesterly along the southeasterly line of said Lot Seven (7), 23 feet; thence Northwesterly parallel with the northeasterly line of said Lot, 39 feet; thence Northeasterly parallel with the southeasterly line of said Lot, 20 feet; thence Easterly to a point on the northeasterly line of said Lot Seven (7), 35 feet northwesterly from the northeast corner of said Lot, and thence Southeasterly along the northeasterly line of said Lot, 35 feet to the place of beginning, situated in Montgomery County, Illinois

RESOLUTION NO. 01-15

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 08-100-306-10

as described in Certificate No. 59 sold November 17, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10<sup>th</sup> day of July, 2001.

Milo A. Hovner  
CHAIRMAN

ATTEST:

Sandy Leitner  
Clerk of the Board

Permanent Index No.: 08-100-306-10

**ATTACHMENT  
LEGAL DESCRIPTION**

Part of the South One-Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows: Beginning Sixty-six (66) feet East of the stone marking the Southwest corner of said Northwest Quarter (NW 1/4) of said Section Seventeen (17); thence North Three Hundred and Thirty (330) feet; thence East Two Hundred (200) feet; thence North Three Hundred and Thirty (330) feet; thence North 89 degrees 48' East One Thousand and Fifty-nine (1059); thence South Two Hundred and Sixty-seven (267) feet; thence South 89 degrees 48' West Three Hundred and Fifty-five (355) feet to an iron pin; thence South Three Hundred and Ninety-three (393) feet to an iron pin; thence South 89 degrees 48' West Two Hundred and Thirty-eight (238) feet; thence North Three Hundred and Ninety-three (393) feet; thence West Four Hundred (400) feet; thence South Three Hundred and Ninety-three (393) feet; thence South 89 degrees 48' West Two Hundred and Sixty-six (266) feet to the point of beginning, situated in Montgomery County, Illinois, Excepting therefrom the following 3 Tracts: Tract 1: Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows: Beginning at a bar set 993 feet South 89 degrees 48' West of the Southeast corner of said Quarter Quarter Section, running thence South 89 degrees 48' West 90 feet; thence North 393 feet; thence North 89 degrees 48' East 90 feet; and thence South 393 feet to the place of the beginning. Tract 2: Part of the South One-half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Eight (8) North, Range Four West of the Third Principal Meridian, described as follows: Beginning Nine Hundred and Seventy feet (970) East of the stone marking the Southwest corner of said Northwest Quarter of said Section Seventeen; thence North 393 feet; thence South 89 degrees 48' West a distance of 238 feet; thence South 393 feet; thence East 238 feet to the point of the beginning and including the right of ingress and egress on and upon a road presently located on land of grantor at the north end of the above described tract of land. Tract 3: That part of the South Half (S 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Seventeen (17); Township Eight (8) North, Range Four (4) West of the Third Principal Meridian, described as follows: Commencing sixty-six (66) feet East of the stone marking the southwest corner of the Northwest Quarter (NW 1/4) of said Section Seventeen (17); thence North Three Hundred Ninety-three (393) feet; and thence East Two Hundred (200) feet for the point of beginning; thence running North Two Hundred Sixty-seven (267) feet; thence North 89 degrees 48' East One Thousand Fifty-nine (1059) feet; thence South Two Hundred Sixty-seven (267) feet; and thence South 89 degrees 48' West to the point of beginning. 08-100-306-10

RESOLUTION NO. 01-16

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

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

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

Lot Seven (7) in Block Twenty-three (23) of Arco Park Addition to the City of Litchfield, situated in the City of Litchfield, Montgomery County, Illinois.

Parcel Index # 16-001-312-00

as described in Certificate No. 212 sold February 10, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 16<sup>th</sup> day of July, 2001.

  
CHAIRMAN

ATTEST:

  
Clerk of the Board



RESOLUTION NO. 01-17

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

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

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

Lot Three (3) in Block One (1) of Hood and Miller's Addition to the City of Litchfield, Montgomery County, Illinois. 16-001-522-00

Parcel Index # 16-001-522-00

as described in Certificate No. 229 sold November 17, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10<sup>th</sup> day of July, 2001.

Mike A. Havers  
CHAIRMAN

ATTEST:

Andy Keithman  
Clerk of the Board

RESOLUTION NO. 01-18

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

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

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

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 17-000-096-50

as described in Certificate No. 240 sold November 17, 1997.

WHEREAS, a public auction was held March 28, 2001, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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

APPROVED AND ADOPTED at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10<sup>th</sup> day of July, 2001.

Milo A. Hines  
CHAIRMAN

ATTEST:  
Sandy Peterson  
Clerk of the Board

Permanent Index No.: 17-000-096-50

**ATTACHMENT  
LEGAL DESCRIPTION**

The South Sixteen (16) acres of the East Half of the Northeast Quarter of Section Ten (10), Township Seven (7) North, Range Five (5) West of the Third Principal Meridian, Montgomery County, Illinois, excepting therefrom the following described parcel: A part of the East Half of the Northeast Quarter of Section 10, Township 7 North, Range 5 West of the Third Principal Meridian, Montgomery County, Illinois, described as follows: Beginning at the Southeast corner of the Northeast Quarter of said Section 10: running thence North 89 degrees 55' West 1293.37 feet, along the South line of said Quarter Section to the existing fence corner; thence North 0 degrees 21' East 478.4 feet, along the existing property line fence, to the existing fence corner; thence North 89 degrees 56' East 1301.0 feet, along the existing property line fence, to a point on the East line of the Northeast Quarter of said Section 10; thence South 1 degrees 15' West 482.0 feet, along the East line of said Quarter Section, to the point of beginning. 17-000-096-50

MONTGOMERY COUNTY, TRUSTEE

Sale Report

July 2, 2001

Check Date: July 2, 2001

Distribution # 8

Item	Parcel #	Case #	Amount Received					Agent	Co. Treas	Auctnr	Recorder	Clerk	Misc.	Act Bal
			Sales	Check	Cash	TOTAL	Reim-Re							
403	04-001-183-00	99-TX-30	1,005.00	1,005.00	100.00	251.25	24.47	671.28	40.00	15.00	3.00	0.00	0.00	
411	07-000-259-00	97-TX-17	255.00	155.00	100.00	150.00	104.47	-57.47	40.00	15.00	3.00	0.00	0.00	
412	08-100-306-10	00-TX-20	555.00	555.00	555.00	150.00	34.65	312.35	40.00	15.00	3.00	0.00	0.00	
419	16-001-312-00	99-TX-30	2,155.00	2,155.00	2,155.00	538.75	57.47	1,500.78	40.00	15.00	3.00	0.00	0.00	
420	16-001-552-00	00-TX-20	605.00	440.00	165.00	151.25	111.65	284.10	40.00	15.00	3.00	0.00	0.00	
421	17-000-096-50	00-TX-20	3,155.00	3,155.00	3,155.00	788.75	54.65	2,253.60	40.00	15.00	3.00	0.00	0.00	
<b>TOTALS</b>			<b>\$7,730.00</b>	<b>\$7,465.00</b>	<b>\$265.00</b>	<b>\$2,030.00</b>	<b>\$387.36</b>	<b>\$4,964.64</b>	<b>\$240.00</b>	<b>\$90.00</b>	<b>\$18.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Distribution of Proceeds:

#165	Montgomery Revolving Account	\$387.36
#166	Dennis D. Ballinger	\$2,030.00
#167	Aumann Auction & Realty	\$240.00
#168	Montgomery County Recorder	\$90.00
#169	Montgomery County Collector / Treasurer	\$4,964.64
#170	Montgomery County Clerk	\$18.00

June 2, 2001

# MONTGOMERY COUNTY, TRUSTEE

Recoverable Cost Report  
For Distribution # 8

Deed #	Cert#	Parcel	Case #	Filing Fee	Cert Mail	Sheriff	Publ Fee	Deed Issue	Tax Deed Rec	Other	Total Expense
D00090	22	04-001-183-00	99-TX-30	\$8.00	\$5.00	\$11.47					\$24.47
D98057	94	07-000-259-00	97-TX-17	\$32.00	\$67.00	\$5.47					\$104.47
D01209	59	08-100-306-10	00-TX-20	\$16.00	\$5.00	\$13.65					\$34.65
D00095	212	16-001-312-00	99-TX-30	\$16.00	\$30.00	\$11.47					\$57.47
D01210	229	16-001-552-00	00-TX-20	\$32.00	\$66.00	\$13.65					\$111.65
D01211	240	17-000-096-50	00-TX-20	\$16.00	\$25.00	\$13.65					\$54.65
<b>TOTALS</b>				\$120.00	\$198.00	\$69.36	\$0.00	\$0.00	\$0.00		\$387.36