

CREATING A COUNTY REGIONAL PLANNING COMMISSION**CREATED**

The Montgomery County Regional Planning Commission is hereby created.

MEMBERS

- (a) The County Regional Planning Commission shall consist of ten (10) members of which three (3) members shall be ex officio members as herein designated and seven (7) shall be citizen members appointed by the Chairman of the County Board with the consent of the County Board. All citizen members must reside within the County. Appointments of citizen members shall be made at the December meeting of the County Board and appointees shall take office on February 1st, 2009. The Chairman of the County Board, the County Engineer, and the Executive Director for Montgomery County Economic Development Corporation shall be ex officio members, but shall not be entitled to vote.
- (b) Citizen members shall hold office for terms of three (3) years. All ex officio members shall serve for the term of their elected or appointed office. If a vacancy occurs by death, resignation or otherwise, the vacancy shall be filled by an appointment for the unexpired term. All members shall serve until their successors are appointed. There will be staggered term lengths.

OFFICERS

At the County Regional Planning Commission's first meeting of each year, a chairman and a vice chairman shall be elected from its membership. The vice chairman shall act as chairman during the absence or disability of the chairman and in case of resignation or death of the chairman.

REMOVAL

Members of the Planning Commission may be removed by a majority vote of the County Board for neglect of duty, conflict of interest, malfeasance in office or other just cause, or for unexcused absence for more than three consecutive meetings. The decision of the County Board shall be final and there shall be no appeal therefrom.

VACANCIES

Vacancies occurring other than through the expiration of term shall be filled for the unexpired term in the same manner as for appointments as provided in this ordinance.

MEETINGS

- a) The frequency, time and place of regular meetings of the County Regional Planning Commission shall be determined by the Commission. Special meetings may be called at any time on three (3) days' notice by the chairman or any three (3) members. All Commission meetings shall be conducted openly with the public admitted.
- (b) The Commission shall keep minutes of all its meetings, and shall file them in the office of the Planning Department. Such minutes are public records and shall be open to public inspection at any time during office hours.

(c) The planning Commission shall adopt such rules and regulations as are necessary for the conduct of its business.

QUORUM

A majority of the voting members of the County Regional Planning Commission shall constitute a quorum for the transaction of business. The concurrence of a majority of the voting members present at a meeting is necessary for the Commission to take any action.

SECRETARY

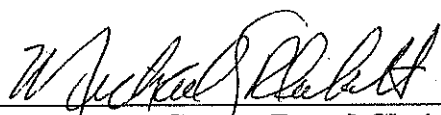
The chairman of the County Regional Planning Commission will appoint the Secretary.

POWERS AND DUTIES

The County Regional Planning Commission shall have the following powers and duties:

- (1) To cooperate in the preparation and recommendation to the County Board of a Comprehensive Plan for the County as a whole.
- (2) To cooperate in the preparation and recommendation to the County Board from time to time of Plans for specific improvements in pursuance of the Comprehensive Plan.
- (3) To give aid to the municipal and County officials charged with the direction of projects for improvements embraced within the Comprehensive Plan; to further the making of these projects and generally to promote the realization of the Comprehensive Plan.
- (4) To report from time to time, and at least once a year, to the County Board on:
 - a. The status and effectiveness of the Comprehensive Plan.
 - b. Effectiveness and conformity of County ordinances and regulations as they relate to the Comprehensive Plan.
- (5) To transmit directly to the County Board reports on important problems, conditions and proposals pertinent to the future development of the County.
- (6) To exercise such other powers pertinent to the powers granted by statute or as may be conferred by the County Board.

Approved this 13th day of January, 2009



Montgomery County Board Chairman, Mike Plunkett

Attest:



Montgomery County Clerk & Recorder, Sandy Leitheiser

UNIVERSITY OF ILLINOIS
Chicago • Springfield • Urbana-Champaign

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
County of Montgomery, Illinois

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**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
County of Montgomery, Illinois**

Article 1. Introduction

THIS Agreement ("Agreement") is made and entered into by and between The Board of Trustees of the University of Illinois, a body corporate and politic whose principal office is located in Urbana, Illinois, on behalf of its College of Agricultural, Consumer and Environmental Sciences, Department of Extension and Outreach located at 214 Mumford Hall (MC-710), 1301 W. Gregory Dr., Urbana, IL 61801 (hereinafter referred to as "University"), and the County of Montgomery, Illinois, a unit of government, whose office is located at PO Box 122, Hillsboro, IL 62049 (hereinafter referred to as "Client"). University and Client shall be collectively referred to herein as "the Parties" and individually as "a Party".

Article 2. Recitals

WHEREAS, In order to promote the University's mission of public service, research, and teaching, the University desires to provide comprehensive planning services to Client

WHEREAS, the Client is responsible for providing the services that guarantee the safety, health and welfare for the needs of residents, businesses, and institutions in Montgomery County; and

WHEREAS, the Client desires to utilize the expertise of University to develop a comprehensive plan ; and

WHEREAS, the services are to be funded by the Client and carried out by the University, under the terms and conditions specified herein;

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

Article 3. Scope of Services

University shall provide the services set forth herein.

3.1 Services to Be Performed

3.2 University of Illinois Extension will act as the principal consultant to Montgomery County in the development of a County Comprehensive Plan. The following outline provides a framework for the planning effort and describes the services Extension will provide.

3.3 I. Managing the Planning Process

3.4 Extension will serve four key roles in managing the planning process.

3.5 1. There are several preliminary actions that include establishing a Planning Commission and preparing to plan. During this phase we make recommendations on the composition of the Commission, provide a model ordinance to create the Commission, and guarantee all Illinois statutory guidelines are adhered to.

3.6 2. Once the Commission is formed we provide educational programs and orientation

with the objective of creating a cadre of citizen planners that have a working knowledge of comprehensive planning and the role of the Planning Commission in developing and maintaining the County Comprehensive Plan.

3.7 3. We assume the role of research staff and facilitators for the Commission during the development of the Plan. In this capacity we attend all meetings of the group and respond to their leadership during the preparation of the Plan. One of the first tasks of the Commission will be to develop a detailed work plan for completing the project. During the planning project we function as the research staff for the Planning Commission and will be responsible for all data collection, analysis, and reporting.

3.8 4. Extension is responsible for the final report developed under the guidance of the Commission. The Commission has full editorial control over the content of the Plan. The final report is delivered in both hard copy and digital formats.

3.9 II. Public Participation

3.10 Involving residents and community leaders in the development of the Plan is very important. The Planning Commission will have final authority over the type of public participation activities but we recommend several processes be implemented to engage residents. Key elements of the public participation process will include:

3.11 1. Public education forums

3.12 2. General meetings for public input on specific topics like economic development, housing and others

3.13 3. Paper and Internet based surveys

3.14 4. Focus groups and key informant interviews

3.15 5. Concept charrettes for public input on alternative plan recommendations

3.16 III. Research and Analysis

3.17 The research and analysis phase of the project represents the majority of the work effort. The model outline attached at the end of this proposal provides an overview of the type of data that will be assembled during the project. The work effort will be organized under the following categories:

3.18 The County Profile - This can be started immediately and normally is compiled from existing information. An exhaustive review of current and historical planning documents will be completed. Federal, state, regional and local sources of information will be identified and an abstract of those resources will be developed.

3.19 1. Local history

3.20 2. General geography and location

3.21 3. Natural environment

3.22 4. Population trends

3.23 5. Historic development pattern

3.24 General and Specific Studies - These are the more technical studies that often require primary data collection and analysis. Local data collection will be particularly important for land use, housing, and transportation studies. Besides a written report these activities will culminate in development of an "official map" showing land use and public infrastructure.

- 3.25 1. Population forecasts
- 3.26 2. Economic base analysis
- 3.27 3. Agriculture
- 3.28 4. Housing
- 3.29 5. Land Use
- 3.30 6. Infrastructure
- 3.31 7. Transportation
- 3.32 Community-Based Studies - These studies focus on the human and public side of the community. Local government services, education and health care facilities and needs, and parks and recreation will be examined in this component of the plan.
- 3.33 1. Community human resources
- 3.34 2. Community facilities and public needs
- 3.35 3. Community restoration and revitalization
- 3.36 Implementation Studies - Careful review of the information collected in the preceding steps will provide insight on the direction the community should take. Strategy and goal setting sessions will be used to gather ideas from citizens and community leaders. A plan of action will be developed with specific recommendations.
- 3.37 1. Assessment of strengths, weaknesses and opportunities
- 3.38 2. Evaluation of opportunities and alternative planning scenarios
- 3.39 3. Goal setting
- 3.40 4. Implementation recommendations
- 3.41 IV. Geographic Information System
- 3.42 Maps are an integral part of planning. Access to the County GIS systems will be very important to the success of the comprehensive planning effort. One outcome of the plan development will be the enhancement of GIS resources available to the County. All spatial data collected during the planning process will be provided to the County in a digital format compatible with the County GIS system. Data layers that are likely to be developed during the plan development include:
 - 3.43 1. Census geographic boundaries with attributes (population, housing and households, income characteristics, etc.)
 - 3.44 2. Soils
 - 3.45 3. Hydrology (rivers, lakes, streams)
 - 3.46 4. Land use
 - 3.47 5. Detailed transportation
 - 3.48 6. Utility infrastructure (depending on the availability from secondary sources)
 - 3.49 7. Cultural, natural, and historic landmarks

- 3.50 8. Floodplains
- 3.51 9. Administrative boundaries of local governments
- 3.52 10. Location of public facilities
- 3.53 11. Economic development sites, boundaries of TIF districts and Enterprise Zones
- 3.54 Geographic Extent of the Plan

The geographic extent of the plan is limited to the land area in the unincorporated part of the County. The County cannot promulgate plans for municipalities unless there is an intergovernmental agreement to do so. We will be willing to discuss extension of this proposal to include municipalities if the County and municipal governments consider it necessary or desirable.

3.55 Reports and Other Deliverables

In addition to the deliverables identified in the Scope of Work, University of Illinois Extension will provide progress reports on the following dates, 3/31/2009, 6/30/2009, 8/30/2009, 12/15/2009, and a final report submitted by February 28, 2010.

Article 4. Duration of Agreement

4.1 Initial Term

The term of this Agreement shall be from January 1, 2009 through February 28, 2010, or from the date of execution of this Agreement, if later, and extending for a period of fourteen months unless terminated as provided herein, or extended by amendment or renewal options to this Agreement.

4.2 Renewal Options

This Agreement is renewable by mutual written agreement under the same terms and conditions for two (2) additional one (1) month period(s). Fees for services may be adjusted at time of renewal.

Article 5. Termination of Agreement

5.1 Termination for Convenience

Either Party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other Party. In the event of termination for convenience, University shall be paid for services performed under this Agreement up to the effective date of termination.

5.2 Termination for Cause

Should either Party default in the performance of any material duties or obligations stated in this Agreement and such default or breach is not cured within ten (10) days after receipt of written notice of such default or breach from the other Party, the non-defaulting Party may terminate this Agreement by giving thirty (30) days written notice of termination for failure to cure to the defaulting Party. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement, whether of a similar or dissimilar nature.

University reserves the right to terminate the Agreement for non-payment.

In the event of cancellation, University shall be paid for work performed up to the date of cancellation.

Article 6. Compensation

6.1 Rate of Compensation

University shall receive compensation at the rate of \$60,000 for the period of this Agreement for all work and services performed.

6.2 Retainer/Deposit (Optional Clause)

A retainer/deposit of \$10,000 will be required from the Client prior to the commencement of services.

6.3 Method of Payment

Client agrees to pay University no less frequently than monthly for services rendered for the Agreement period in accordance with the amounts specified in this Agreement. The rate of payment will be based on the same schedule as interim reports with reports and billing occurring on the following dates 3/31/2009, 6/30/2009, 8/30/2009, 12/15/2009, 2/28/2010, with equal payments of \$10,000 for each billing period.

6.4 Method of Billing

University will submit an appropriately itemized invoice to Client for services performed including any allowable reimbursable expenses incurred. Payment should be sent to address indicated on the invoice.

6.5 Late Payments

University will assess a finance charge of 18 % per annum (1.5 % per month) on the unpaid balance each month. University may refer Client's past due account for collection and may authorize legal action against Client for the collection of this account. Client is liable for all reasonable collection costs, including attorney fees, court costs and other charges necessary for collection of the past due account.

6.6 Suspension of Services

University reserves the right to suspend services upon five (5) days advanced written notice, for failure to pay University's invoices. Services shall immediately resume upon payment of monies owed to University, provided CBDC is not otherwise in default of its obligations under this agreement.

Article 7. Administration and Notification

The Agreement Representatives named below shall be both Parties' authorized representative in all matters pertaining to procedures or the administration of the terms and conditions of this Agreement. All matters of interpretation and/or approval shall be directed to the Party's Agreement Representative who will be the primary point of contact and coordinate any necessary response.

All communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received at the specified notification address. Include the Agreement Number in any notifications.

University Representative

Name: Patrick Curry
Title: Educator
University of Illinois
Address: Springfield Extension Center, P.O.
Box 8199, Springfield, IL 62791

Phone: 217-782-6515
Email: curry@illinois.edu

Client Representative

Name: Chris Daniels
Title: County Coordinator
Address: PO Box 122, Hillsboro, IL 62049

Phone: (217) 532-9577
Email: chrisdanielz@hotmail.com

Any substantive changes to any term or condition or work to be performed under the Agreement must be made in the form of a written amendment to this Agreement.

Article 8. Independent Contractor

Client and University are independent contractors with respect to each other and nothing herein shall create any association, partnership, joint venture or agency relationship between them.

Article 9. Discrepancies and Omissions

If there are any discrepancies and/or omissions regarding the scope of services to be provided, the University shall obtain written clarification from Client before proceeding with the work affected by such discrepancies.

Article 10. Disclaimer; Limitation of Liability

UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF THE MERCHANTABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SERVICES, GOODS, OR FACILITIES PROVIDED TO CLIENT UNDER THIS AGREEMENT. In no event shall University be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this contract, even if it has been advised of the possibility of such damages. University's liability for direct damages for services shall in no event exceed the amount actually paid by the client for the portion of the services involved.

Article 11. Insurance

11.1 University Insurance

By action of the Board of Trustees of the University of Illinois on August 1, 1976 a liability self-insurance plan was established, most recently amended on September 6, 2007 for its employees, agents and servants. The Program and Plan documents are available on request. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, University agrees to provide Client with an advance 30-day notice in the event Program or Plan is canceled in whole or in part.

11.2 Client Insurance

Client agrees to maintain general liability insurance, or self-insurance, in the minimum amount of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees, agents, and servants (termed collectively Client) with an insurance carrier acceptable to

University. Client shall furnish University with a certificate of insurance or other written document reasonably satisfactory to University as evidence of its insurance coverage in full force and effect.

Article 12. Force Majeure

Neither Party hereto shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if such delay or default is caused by conditions beyond its control. Such conditions include but are not limited to, acts of God, government restrictions, strikes, fires, floods, or work stoppages, or acts or failures to act of third Parties. So long as any such delay or default continues, the Party affected by the conditions beyond its control shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

Article 13. Rights in Data

When applicable, all original data and records of this work shall be the property of University.

In no event shall University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished by Client under this Agreement.

Article 14. Invention Rights

When applicable, University shall own all inventions, discoveries, and other developments arising from this work. University shall disclose potentially patentable inventions to Client, provided that Client shall hold all such disclosures in confidence and shall not further disclose or use same in ways not previously approved in writing by the University.

When applicable University hereby grants Client the first option to negotiate in good faith a license on commercially reasonable terms on each invention developed under this Agreement for which patent application is made by or on behalf of University. This option to negotiate shall extend for a period of three (3) months following disclosure of the invention to Client.

Article 15. Patent and Copyright License Fees

When applicable, Client shall pay for all royalties and/or license fees and assume all costs incident to the use in performance of the work or the incorporation in the work of any invention, design, process, product or device which is subject to patent or copyrights held by others, and, additionally, shall defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder.

Client shall hold and save the University and their officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the Agreement including its use by the University, unless otherwise specifically stipulated and agreed to in this Agreement.

Article 16. Use of Name

Client agrees not to use the name of University for any commercial purpose without the prior written approval of University. Client may be required to acknowledge work performed under this Agreement by University.

Article 17. Certifications

17.1 Anti-bribery

Client certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

17.2 Non-Discrimination and Equal Employment Opportunity

Both Parties certify that they are in compliance with applicable provisions of the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. Both Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60).

17.3 Exclusions Party Lists:

Client certifies that neither it nor any of its employees and agents is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Client represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Client also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Client's employees and agents. See the following websites:

<http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>.

University will terminate contract without penalty to University if Client becomes excluded during life of this Agreement.

Client shall inform University immediately if it would no longer be able to comply with these certifications at any time during the term of the Agreement.

Article 18. Headings

The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Article 19. Assignment

This Agreement may not be assigned, in whole or in part, by either Party without the prior written approval of the other Party.

Article 20. Amendments

This Agreement shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing and duly executed by University and Client.

Article 21. Compliance with Laws

Both Parties agree to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority.

Article 22. Governing Laws

This Agreement is to be governed and construed in accordance with the laws of the State of Illinois. Both Parties agree that jurisdiction and venue for the formal resolution of any disputes relating to this Agreement shall lie exclusively in the Illinois Court of Claims for claims against the University and in a court of competent jurisdiction in Montgomery County for claims against the Client.

Article 23. Waiver

The failure of either Party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

Article 24. Entire Agreement

This Agreement, attachments, amendments/addenda and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement.

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent that all articles including certifications are true and correct and that they have authority to bind their respective Parties.

The Board of Trustees of the University of Illinois

Client

By: *Walter K. Knorr*
Walter K. Knorr, Comptroller

Michael Plunkett
Signed

Date: 3/8/09

Michael Plunkett
Type or print name

Attest: *Michele M. Thompson 3-9-09*
Michele M. Thompson, Secretary

County Board Chairman
Title

Date: 2/13/09

APPROVED AS TO FORM

[Signature]
OFFICE OF UNIV. COUNSEL

EASEMENT - SEWER LINE

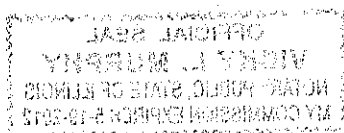
That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to the **COUNTY OF MONTGOMERY** hereinafter referred to as GRANTOR, by the **VILLAGE OF BUTLER**, a municipal corporation, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a sewer line and necessary appurtenances over, across, and through the land of the GRANTOR situated in Montgomery County, State of Illinois, said land being described as follows:

SEE ATTACHED LEGAL DESCRIPTION AT EXHIBIT A

together with the right of ingress and egress over the adjacent lands of the GRANTORS, its successors and assigns, for the purpose of this easement.

The easement shall be 20 feet in width, the centerline of which is described as follows: Ten (10) feet on both sides of the pipe as installed.

The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns. GRANTEE shall remain liable for all repair and maintenance costs and shall indemnify and hold GRANTOR harmless from any loss or damage caused by GRANTEE'S rights under this easement including any wrongful or negligent act or omission of the GRANTEE, it's agents, employees, contractors or subcontractors. GRANTEE shall restore the land of GRANTOR to the same condition it was prior to the installation of said line and shall be solely liable for the cost thereof.



IN WITNESS WHEREOF, the GRANTORS have executed this instrument pursuant to the authority given them by the County Board of Montgomery County, this 15th day of January, 2009.

COUNTY OF MONTGOMERY, Grantor,

Michael Plunkett
MIKE PLUNKETT, CHAIRMAN
COUNTY BOARD of MONTGOMERY COUNTY

ATTEST:

Sandy Leithaiser
SANDY LEITHEISER, COUNTY CLERK
COUNTY OF MONTGOMERY



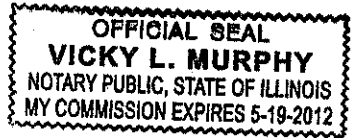
ACKNOWLEDGEMENT

State of Illinois)
County of Montgomery)

I, the undersigned, a Notary Public, do hereby certify that above named individuals, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of January, A.D., 2009.

Vicky L. Murphy
Notary Public



P.I.N.11-27-400-008
Common Address: 300 Water Street, Butler, IL 62015

Prepared By:
BARBARA ADAMS
BARBARA ADAMS, P.C.
109 SOUTH MAIN STREET
P. O. BOX 38
HILLSBORO, IL 62049
217-532-2552

EXHIBIT A

All that parcel of land, one hundred (100) feet wide more or less situated in the East Half (E ½) of the Northwest Quarter (NW ¼), the Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of Section Twenty-seven (27) and in the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-six (26) and in the Northwest Quarter (NW ¼), Northeast Quarter (NE ¼) and the Southeast Quarter (SE ¼) of Section Thirty-Five (35) all in Township Nine (9) North, Range Four (4) West of the Third Principal Meridian and being all of the right, title and interest of the Grantor herein and to those certain pieces or parcels of land and premises, easements, rights-of-way and any other rights of any kind whatsoever or pertinent thereto or used in conjunction therewith on or along that property of Hillsboro secondary tract of the former Cleveland, Cincinnati, Chicago and St. Louis Railroad Company described as follows: Beginning at a line which divides the West and East Half (W & E ½) of the Northwest Quarter (NW ¼) of Section Twenty-Seven (27), Township Nine (9) North, Range Four (4) West of the Third Principal Meridian, thence extending in an Easterly and Southeasterly direction along the Center Line of said former railroad right-of-way to a line parallel with and Two Hundred (200) feet Northerly of the North line of Northwood Heights (the plat of Northwood Heights is recorded in Plat Record 2, page 150) all of which said real estate is located in Montgomery County, State of Illinois and an access easement twenty (20) feet in width, lying ten (10) feet on either side of the center line of the Montgomery County Fair Association's property being the former Cleveland, Cincinnati, Chicago and St. Louis Railroad line in the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section Twenty-Seven (27) and the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Twenty-eight (28) in Township Nine (9) North, Range Four (4) West of the Third Principal Meridian, Montgomery County, Illinois.

Property Address: 300 Water St., Butler, IL 62015
Property I. D. Number: 11-27-400-008

RESOLUTION NO. #09-02

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:

SEE ATTACHMENT FOR LEGAL DESCRIPTION

Parcel Index # 09-000-889-00 / 12-22-480-009

as described in Certificate No. 000199 sold November 14, 2005.

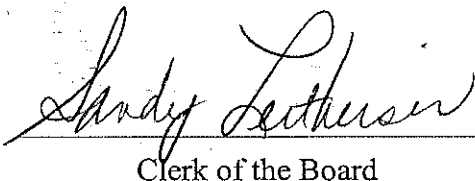
WHEREAS, a public auction was held December 22, 2008, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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 10th day of February, 2009.


CHAIRMAN

ATTEST:


Clerk of the Board

Permanent Index No.: 09-000-889-00/12-22-480-009

**ATTACHMENT
LEGAL DESCRIPTION**

Lot Three (3) in Block Thirteen (13) in the original town of Irving Montgomery County, IL. SUBJECT to all public roadways, streets, alleys, highways, sidewalks, restrictions, reservations, rights of way and easements of record or apparent and EXCEPTING all coal, oil, gas and other mineral rights previously conveyed or reserved, if any, together with the right to mine and remove same and subject to all other rights and easements in favor of the owner of mineral estate or of any party claiming by, through, or under said estate. 12-22-480-009 Address: Lot SE 100ft on S side Maple St & State St(IL 16) Irving,IL

DEED

200900050023
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
02-10-2009 At 12:43 pm.
DEED 39.00
OR Book 1301 Page 451 - 453
RHSP Surcharge 10.00

Instrument Book Page
200900050023 OR 1301 451

Return Deed &
Mail Tax Statement To:

Village of Irving
P. O. Box 308
Irving, IL 62051

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: VILLAGE OF IRVING

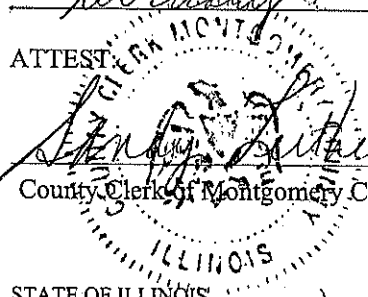
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:


SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 09-000-889-00 /12-22-480-009

Grantee to assume payment of the taxes for the year 2008 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 PLUNKETT, Chairman of the County Board of County, Illinois, on the 10th day of February, 2009.

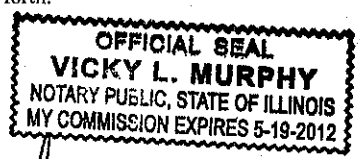
ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

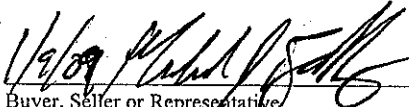
MONTGOMERY COUNTY, TRUSTEE

Michael Plunkett
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 PLUNKETT, CHAIRMAN OF THE COUNTY BOAR 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 10th day of February 2009.



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

Buyer, Seller or Representative


Vicky L. Murphy
NOTARY PUBLIC

Permanent Index No.: 09-000-889-00

/12-22-480-009

**ATTACHMENT
LEGAL DESCRIPTION**

Lot Three (3) in Block Thirteen (13) in the original town of Irving Montgomery County, IL. SUBJECT to all public roadways, streets, alleys, highways, sidewalks, restrictions, reservations, rights of way and easements of record or apparent and EXCEPTING all coal, oil, gas and other mineral rights previously conveyed or reserved, if any, together with the right to mine and remove same and subject to all other rights and easements in favor of the owner of mineral estate or of any party claiming by, through, or under said estate. 12-22-480-009 Address: Lot SE 100ft on S side Maple St & State St(IL 16) Irving,IL

THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL
PLAT ACT - AFFIDAVIT
TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY
765 ILCS 205/1 States in part:

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

- 1. Not a division of land (parcel already has an existing county real estate tax identification number) 12-22-480-009
- 2. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- 3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- 5. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
- 8. Conveyances made to correct descriptions in prior conveyances;
- 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- 10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

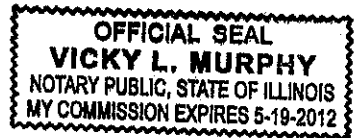
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that she makes this affidavit for the purpose of inducing the Recorder of Deeds of Montgomery County, Illinois, to accept the attached transfer document for recording.

Sandy Lethuser
Affiant Signature

Subscribed and Sworn to before me this 10th day of February, 2009.

Vicky L. Murphy
Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:
 Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

RESOLUTION NO. #09-03

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 Eight (8) and Nine (9) in the Block Four (4) in the Village of Ohlman, situated in Section Five (5), in Township Ten (10), Range One (1), situated in Montgomery County, Illinois.09-05-230-013 Address:Lot 120ft NE on S side Washington St & 2nd St Ohlman,IL

Parcel Index # 01-000-815-05 /09-05-230-013

as described in Certificate No. 000009 sold November 14, 2005.

WHEREAS, a public auction was held October 8, 2008, 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 10th day of February, 2009.

Michael Blum
CHAIRMAN

ATTEST:

Andy Luthersin
Clerk of the Board

DEED

200900050024
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
02-10-2009 At 12:46 pm.
DEED 39.00
OR Book 1301 Page 454 - 455
RHSP Surcharge 10.00

Instrument Book Page
200900050024 OR 1301 454

Return Deed &
Mail Tax Statement To:

Village of Ohlman
P.O. Box 43
Ohlman, IL 62076

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: VILLAGE OF OHLMAN

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

Lots Eight (8) and Nine (9) in the Block Four (4) in the Village of Ohlman, situated in Section Five (5) , in Township Ten (10), Range One (1), situated in Montgomery County, Illinois.09-05-230-013 Address:Lot 120ft NE on S side of Washington St & 2nd St Ohlman,IL


Permanent Index No.: 01-000-815-05/09-05-230-013

Grantee to assume payment of the taxes for the year 2008 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 PLUNKETT, Chairman of the County Board of County, Illinois, on the 10th day of February, 2009.

ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

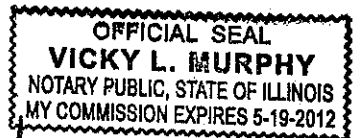
MONTGOMERY COUNTY, TRUSTEE

Michael Plunkett
Chairman of the County Board of Montgomery County, Illinois

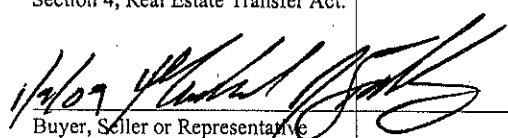
STATE OF ILLINOIS)
) ss.
COUNTY OF MONTGOMERY)

I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL PLUNKETT, CHAIRMAN OF THE COUNTY BOAR 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 10th day of February 2009.

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




Buyer, Seller or Representative


NOTARY PUBLIC

THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL
PLAT ACT - AFFIDAVIT
TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY
CLERK/RECORDER OF MONTGOMERY COUNTY
765 ILCS 205/1 States in part:

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

- 1. Not a division of land (parcel already has an existing county real estate tax identification number) 09-05-230-013
 - 2. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
 - 3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
 - 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
 - 5. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
 - 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
 - 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
 - 8. Conveyances made to correct descriptions in prior conveyances;
 - 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Montgomery County, Illinois, to accept the attached transfer document for recording.

Andy Letkewicz
Affiant Signature
Subscribed and Sworn to before me this 10th day of February, 2009.
Vicky L. Murphy
Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:
 Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

RESOLUTION NO. #09-04

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 # 02-000-610-00 101-33-404-003

as described in Certificate No. 000024 sold November 14, 2005.

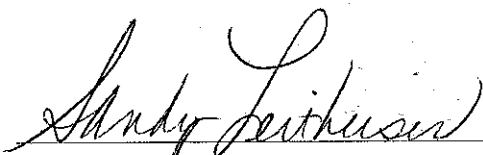
WHEREAS, a public auction was held January 8, 2009, where the subject property was offered for sale. A bid price was offered of at least or in excess of the minimum bid set prior thereto.

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 10th day of February, 2009.


CHAIRMAN

ATTEST:


Clerk of the Board

Permanent Index No.: 02-000-610-00 / 01-33-404-003

**ATTACHMENT
LEGAL DESCRIPTION**

That part of Lot 6, in Block 2 in the Original Plat of the Village of Farmersville, described as follows: Beginning at the Southwest Corner of said Lot 6, running thence East 21 feet and 2-4/5 inches; thence North 103.2 feet; thence West 21 feet and 2-4/5 inches; and thence South 103.2 feet to the point of beginning, situated in the Village of Farmersville, Montgomery County, Illinois. Excepting any interest in the coal, oil, gas and other minerals underlying the land, which has been heretofore conveyed, and all other easements of record. 01-33-404-003 Address: 516 Elevator St. Farmersville, Illinois

DEED

200900050025
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
02-10-2009 At 12:48 pm.
DEED 39.00
OR Book 1301 Page 456 - 458
RHSP Surcharge 10.00

Instrument Book Page
200900050025 OR 1301 456

Return Deed &
Mail Tax Statement To:

Village of Farmersville
P O Box 265
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: VILLAGE OF FARMERSVILLE

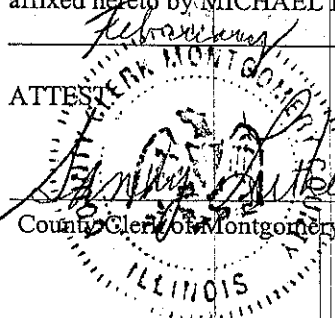
all interest in the following described real estate, situated in the County of Montgomery and State of Illinois:

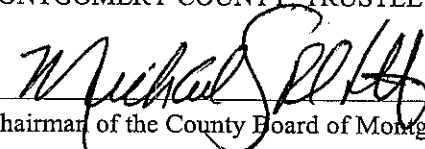
SEE ATTACHMENT FOR LEGAL DESCRIPTION

Permanent Index No.: 02-000-610-00 / 01-33-404-003

Grantee to assume payment of the taxes for the year 2008 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 PLUNKETT, Chairman of the County Board of County, Illinois, on the 10th day of February, 2009.

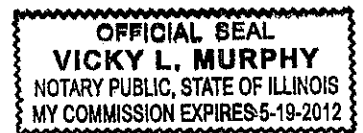
ATTEST

Sandy Leitheiser
County Clerk of Montgomery County, Illinois

MONTGOMERY COUNTY, TRUSTEE

Chairman of the County Board of Montgomery County, Illinois

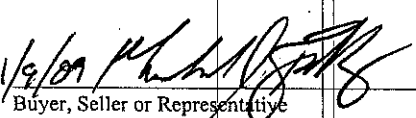
STATE OF ILLINOIS
ss.
COUNTY OF MONTGOMERY


I, the undersigned, a notary public in and for said County in the State aforesaid, do here by certify that MICHAEL PLUNKETT, 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 10th day of February 2009.



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


Buyer, Seller or Representative


NOTARY PUBLIC

Permanent Index No.: 02-000-610-00 / 01-33-404-003

**ATTACHMENT
LEGAL DESCRIPTION**

That part of Lot 6, in Block 2 in the Original Plat of the Village of Farmersville, described as follows: Beginning at the Southwest Corner of said Lot 6, running thence East 21 feet and 2-4/5 inches; thence North 103.2 feet; thence West 21 feet and 2-4/5 inches; and thence South 103.2 feet to the point of beginning, situated in the Village of Farmersville, Montgomery County, Illinois. Excepting any interest in the coal, oil, gas and other minerals underlying the land, which has been heretofore conveyed, and all other easements of record. 01-33-404-003 Address: 516 Elevator St. Farmersville, Illinois

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PLAT ACT - AFFIDAVIT
TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY
765 ILCS 205/1 States in part:

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

- ① Not a division of land (parcel already has an existing county real estate tax identification number) 01-33-404-003
- 2. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- 3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- 5. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
- 8. Conveyances made to correct descriptions in prior conveyances;
- 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- 10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land; as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

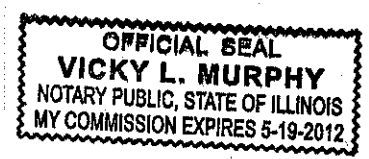
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that she makes this affidavit for the purpose of inducing the Recorder of Deeds of Montgomery County, Illinois, to accept the attached transfer document for recording.

Sandy Leithner
Affiant Signature

Subscribed and Sworn to before me this 10th day of February, 2009.

Vicky L. Murphy
Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:
Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENT
P. O. Box 1452
Decatur, Illinois 62525
Telephone (217) 429-5050

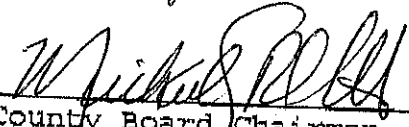
DATE: January 9, 2009
FROM: Montgomery County Board
TO: Montgomery County Clerk - Sandy Leitheiser
Montgomery County Supervisor of Assessments - Ray Durston
Montgomery County Treasurer/Collector - Ronald Jenkins
RE: Notice From County Officials--Voiding of 2007 Tax Bills

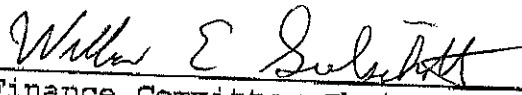
Notice to County Officials:

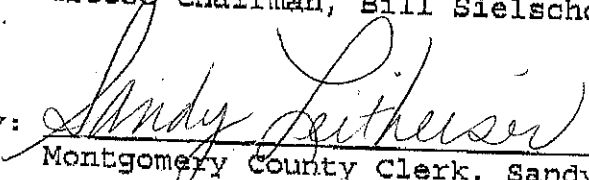
The County has acquired certain properties in accordance with the delinquent tax sale procedure and in accordance with the property tax code 35 ILCS, Sec 200/21-90, Sec 200/21-95, Sec 200/21-100, Sec 200/21-105.

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 10th day
February of, 2009.


County Board Chairman, Mike Plunkett


Finance Committee Chairman, Bill Sielschott

Attest By: 
Montgomery County Clerk, Sandy Leitheiser

MONTGOMERY COUNTY TRUSTEE
2007 TAX VOID LIST
01/09/09

Exhibit 1

2004 Certificates

- 1 09-05-230-019
- 2 01-33-404-003
- 3 12-22-480-009
- 4 10-03-408-021
- 5 10-03-407-002
- 6 10-03-405-036
- 7 10-03-406-012
- 8 10-03-406-013
- 9 13-06-340-011

FY 2009

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following items constitute the working between the **Hillsboro Area Ambulance Service**, a not-for-profit corporation (hereinafter named 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 (\$157,000) 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, 2009, the County shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2009 and December 31, 2009, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The HAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2008 through November 30, 2009.
2. The County agrees to maintain the office of the Montgomery County Ambulance 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 reimbursed by the HAAS to the County in proportionate share based on the percentage of the previous total calls which is as follows:

Hillsboro
Litchfield
Nokomis/Witt
Farmersville/Waggoner
Raymond/Harvel

4. The HAAS agrees to pay on or before the last day of each month commencing December 1, 2008 and continuing monthly thereafter for FY '09, the sum of **\$2,198.90** 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 30th as possible, the County shall calculate the total actual expense of the County office for FY '09 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 payments 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.
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 operated, subject only to State regulations and guidelines.

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 '10 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '09.
11. The HAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the HAAS.
12. The HAAS shall provide the names 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, 2008 and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the HAAS from the County under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The HAAS shall provide an audit of the HAAS books and records in so far as they 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, 2009.
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 inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the HAAS 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 HAAS by its Administrator/Chairman or Official pursuant to authority granted by its Boards Directors.

Michael P. Pugh
County Board Chairman

2/10/09
Date

Attest:

Sandy Litzhiser
County Clerk

2/10/09
Date

HILLSBORO AREA AMBULANCE SERVICE

Barbara Schmedeke
Authorized Representative

12-18-08
Date

Director
Title

FY 2009

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following items constitute the working between the **Litchfield Area Ambulance Service**, a not-for-profit corporation (hereinafter named 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 (\$171,000) 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, 2009, the County shall have reimbursed 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, 2009 and December 31, 2009, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The LAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2008 through November 30, 2009.
2. The County agrees to maintain the office of the Montgomery County Ambulance 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 reimbursed by the LAAS to the County in proportionate share based on the percentage of the previous total calls which is as follows:

Hillsboro
Litchfield
Nokomis/Witt
Farmersville/Waggoner
Raymond/Harvel

4. The LAAS agrees to pay on or before the last day of each month commencing December 1, 2008 and continuing monthly thereafter for FY '09, the sum of **\$2,033.99** 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 30th as possible, the County shall calculate the total actual expense of the County office for FY '09 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 payments 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.
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 operated, subject only to State regulations and guidelines.

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 '10 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '09.
11. The LAAS shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the LAAS.
12. The LAAS shall provide the names 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, 2008 and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the LAAS from the County under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The LAAS shall provide an audit of the LAAS books and records in so far as they 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, 2009.
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 inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the LAAS or its duly authorized agent.

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 Boards Directors.

Michael S. Blakett
County Board Chairman

2/10/09
Date

Attest:

Sandy Leithner
County Clerk

2/10/09
Date

LITCHFIELD AREA AMBULANCE SERVICE

Pam Jones
Authorized Representative

1-14-09
Date

Mayer
Title

FY 2009

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following items constitute the working between the **Nokomis/Witt Area Ambulance Service**, a not-for-profit corporation (hereinafter named N/W) an independent contractor, and N/W 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 (\$97,500) 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, 2009, the County shall have reimbursed to the N/W 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, 2009 and December 31, 2009, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The N/W agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2008 through November 30, 2009.
2. The County agrees to maintain the office of the Montgomery County Ambulance 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.
3. The total annual cost of the operation of the County office shall be reimbursed by the N/W to the County in proportionate share based on the percentage of the previous total calls which is as follows:

Hillsboro
Litchfield
Nokomis/Witt
Farmersville/Waggoner
Raymond/Harvel

4. The N/W agrees to pay on or before the last day of each month commencing December 1, 2008 and continuing monthly thereafter for FY '09, the sum of **\$879.56** 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 30th as possible, the County shall calculate the total actual expense of the County office for FY '09 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the N/W.

The County shall then calculate and apply the total monthly payments as made by the N/W during the fiscal year and apply that amount to the annual share owed. The County will then bill the N/W for any amount still owing or shall credit the following fiscal year's estimated expense with the N/W 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.
7. The County shall remit to the N/W as soon as possible after the last day of each month the amount collected on behalf of N/W.

8. N/W shall be responsible for buying, owning, maintaining, and insuring its own ambulances. N/W shall provide the County with proof of vehicle liability insurance upon request.
9. The N/W shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service operated, subject only to State regulations and guidelines.

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, that the N/W is in violation of State regulations, said funds to be disbursed upon the N/W coming into compliance.

10. The N/W will submit a tentative FY '10 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '09.
11. The N/W shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the N/W.
12. The N/W shall provide the names 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, 2008 and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the N/W from the County under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The N/W shall provide an audit of the N/W books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of N/W fiscal year on November 30, 2009.
14. The N/W 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 inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the N/W or its duly authorized agent.

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

Michael Abbott
County Board Chairman

2/10/09
Date

Attest:

Sandy Leitheiser
County Clerk

2/10/09
Date

NOKOMIS/WITT AMBULANCE SERVICE

[Signature]
Authorized Representative

12-22-08
Date

Manager
Title

FY 2009

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following items constitute the working between the **Raymond/Harvel Ambulance Service**, a not-for-profit corporation (hereinafter named R/H) an independent contractor, and R/H 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 (\$40,276) 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, 2009, the County shall have reimbursed to the R/H 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, 2009 and December 31, 2009, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The R/H agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2008 through November 30, 2009.
2. The County agrees to maintain the office of the Montgomery County Ambulance 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.
3. The total annual cost of the operation of the County office shall be reimbursed by the R/H to the County in proportionate share based on the percentage of the previous total calls which is as follows:

Hillsboro
Litchfield
Nokomis/Witt
Farmersville/Waggoner
Raymond/Harvel

4. The R/H agrees to pay on or before the last day of each month commencing December 1, 2008 and continuing monthly thereafter for FY '09, the sum of **\$164.92** 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 30th as possible, the County shall calculate the total actual expense of the County office for FY '09 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the R/H.

The County shall then calculate and apply the total monthly payments as made by the R/H during the fiscal year and apply that amount to the annual share owed. The County will then bill the R/H for any amount still owing or shall credit the following fiscal year's estimated expense with the R/H 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.
7. The County shall remit to the R/H as soon as possible after the last day of each month the amount collected on behalf of R/H.

8. R/H shall be responsible for buying, owing, maintaining, and insuring its own ambulances. R/H shall provide the County with proof of vehicle liability insurance upon request.
9. The R/H shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service operated, subject only to State regulations and guidelines.

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, that the R/H is in violation of State regulations, said funds to be disbursed upon the R/H coming into compliance.

10. The R/H will submit a tentative FY '10 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '09.
11. The R/H shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the R/H.
12. The R/H shall provide the names 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, 2008 and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the R/H from the County under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The R/H shall provide an audit of the R/H books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of R/H fiscal year on November 30, 2009.
14. The R/H 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 inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the R/H or its duly authorized agent.

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

Michael Spill
County Board Chairman

2/10/09
Date

Attest:

Sandy Luthersen
County Clerk

2/10/09
Date

RAYMOND/HARVEL AMBULANCE SERVICE

Beverly Stelf
Authorized Representative

2/2/09
Date

Treasurer
Title

FY 2009

AGREEMENT BETWEEN

THE MONTGOMERY COUNTY BOARD AND
COUNTY AMBULANCE SERVICE

The following items constitute the working between the **Farmersville/Waggoner Area Ambulance Service**, a not-for-profit corporation (hereinafter named F/W) an independent contractor, and F/W 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 (\$65,000) 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, 2009, the County shall have reimbursed to the F/W 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, 2009 and December 31, 2009, in accordance with the Real Estate Tax Distribution Schedule.

Continued on Page 2

1. The F/W agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., December 1, 2008 through November 30, 2009.
2. The County agrees to maintain the office of the Montgomery County Ambulance 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.
3. The total annual cost of the operation of the County office shall be reimbursed by the F/W to the County in proportionate share based on the percentage of the previous total calls which is as follows:

Hillsboro
Litchfield
Nokomis/Witt
Farmersville/Waggoner
Raymond/Harvel

4. The F/W agrees to pay on or before the last day of each month commencing December 1, 2008 and continuing monthly thereafter for FY '09, the sum of **\$219.89** 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 30th as possible, the County shall calculate the total actual expense of the County office for FY '09 and shall calculate the total proportionate annual share of each Ambulance Special Service Area, including the F/W.

The County shall then calculate and apply the total monthly payments as made by the F/W during the fiscal year and apply that amount to the annual share owed. The County will then bill the F/W for any amount still owing or shall credit the following fiscal year's estimated expense with the F/W 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.
7. The County shall remit to the F/W as soon as possible after the last day of each month the amount collected on behalf of F/W.

8. F/W shall be responsible for buying, owning, maintaining, and insuring its own ambulances. F/W shall provide the County with proof of vehicle liability insurance upon request.
9. The F/W shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service operated, subject only to State regulations and guidelines.

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, that the F/W is in violation of State regulations, said funds to be disbursed upon the F/W coming into compliance.

10. The F/W will submit a tentative FY '10 budget and contract request to the Director of the County Ambulance Billing and Collecting Service on or before September 1, '09.
11. The F/W shall indemnify the County from all claim, demands, lawsuits, and actions arising out of services performed or to be performed by the F/W.
12. The F/W shall provide the names 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, 2008 and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the F/W from the County under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statute for that particular corporate office.
13. The F/W shall provide an audit of the F/W books and records in so far as they pertain to the operation of the ambulance service under this agreement, not more than 120 days after the close of F/W fiscal year on November 30, 2009.
14. The F/W 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 inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the F/W or its duly authorized agent.

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

Michael Smith
County Board Chairman

2/10/09
Date

Attest:

Sandy Litheriser
County Clerk

2/10/09
Date

FARMERSVILLE/WAGGONER AMBULANCE SERVICE

John Webb
Authorized Representative

1-13-09
Date

President FWAAS
Title

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #01-09

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

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

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

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

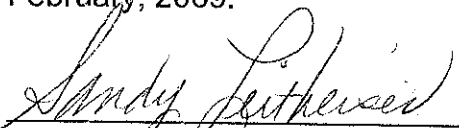
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1065 B-CA	Nokomis Road District	50 %	3,750.00
	Montgomery County	50 %	3,750.00
TOTAL =		100 %	\$ 7,500.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2009.

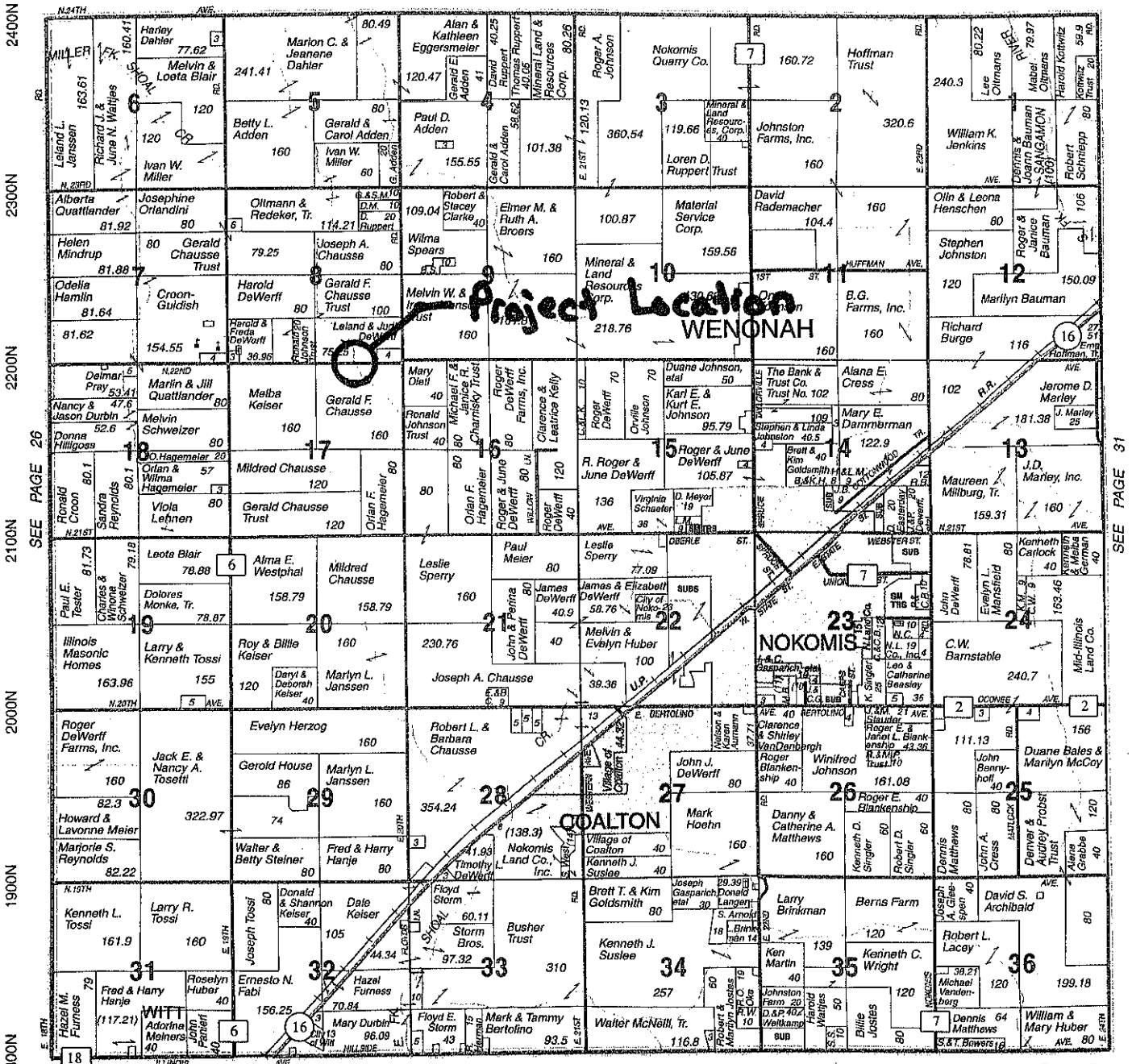

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

NOKOMIS

CHRISTIAN COUNTY

T.10N.-R.2W.



SEE PAGE 26 SEE PAGE 23 SEE PAGE 31

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1800E 1900E 2000E 2100E 2200E 2300E 2400E

SPEARS TITLE COMPANY

Abstracts — Title Insurance — Closings
 Wesley D. Spears

PHONE: (217) 532-3113 • FAX: (217) 532-3133
 218 SOUTH MAIN STREET • P.O. BOX 366 • HILLSBORO, ILLINOIS 62049

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #02-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1066 B-CA	Pitman Road District	50 %	1,500.00
	Montgomery County	50 %	1,500.00
TOTAL =		100 %	\$ 3,000.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2009.

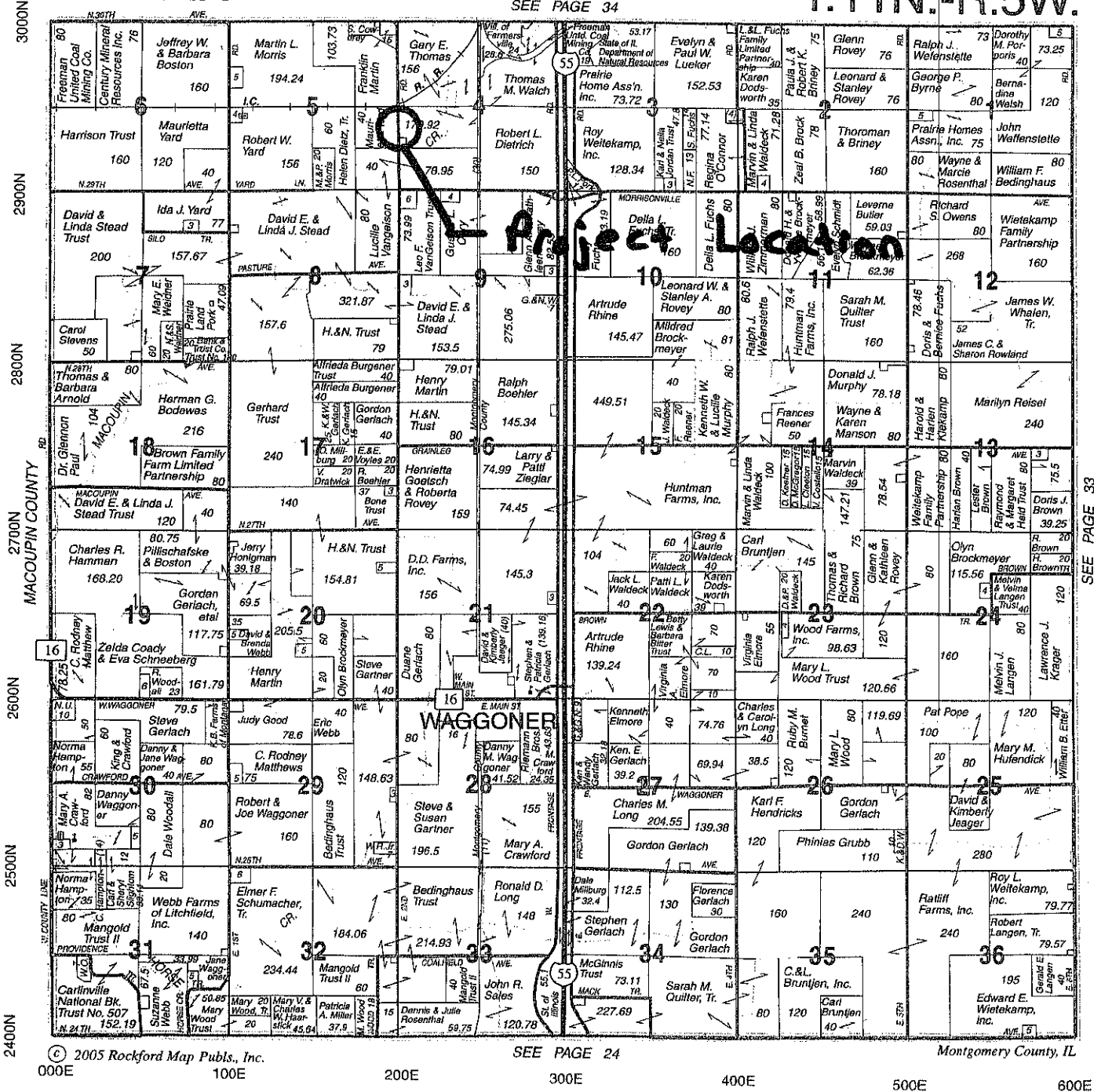

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

PITMAN

SEE PAGE 34

T.11N.-R.5W.



SEE PAGE 33

SEE PAGE 24

Montgomery County, IL

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MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #03-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1067 B-CA	Rountree Road District	50 %	1,500.00
	Montgomery County	50 %	1,500.00
TOTAL =		100 %	\$ 3,000.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2009.

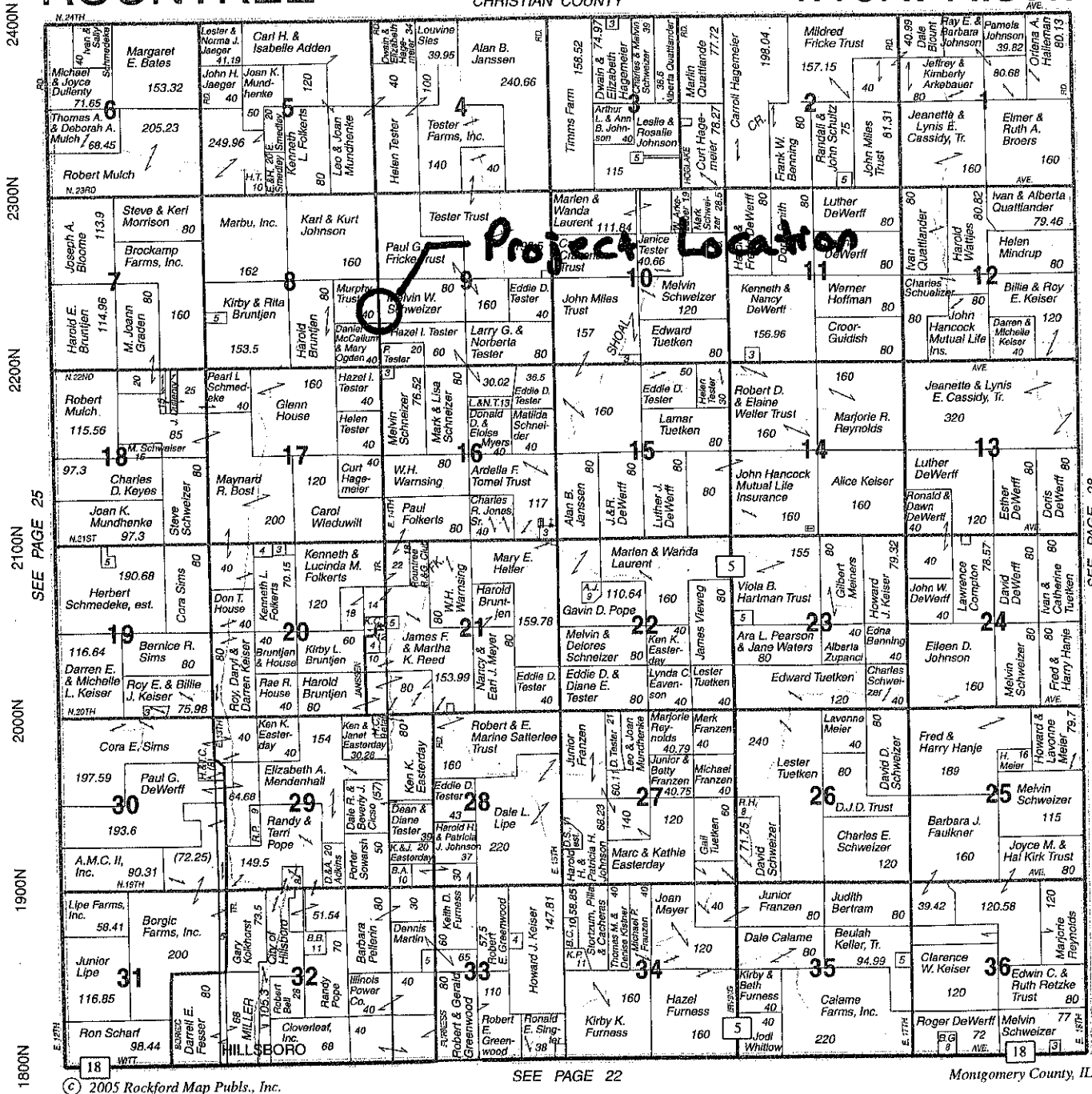

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

ROUNTREE

CHRISTIAN COUNTY

T.10N.-R.3W.



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SEE PAGE 22

Montgomery County, IL

1200E 1300E 1400E 1500E 1600E 1700E 1800E

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #04-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1068 B-CA	Rountree Road District	50 %	1,000.00
	Montgomery County	50 %	1,000.00
TOTAL =		100 %	\$ 2,000.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2009.

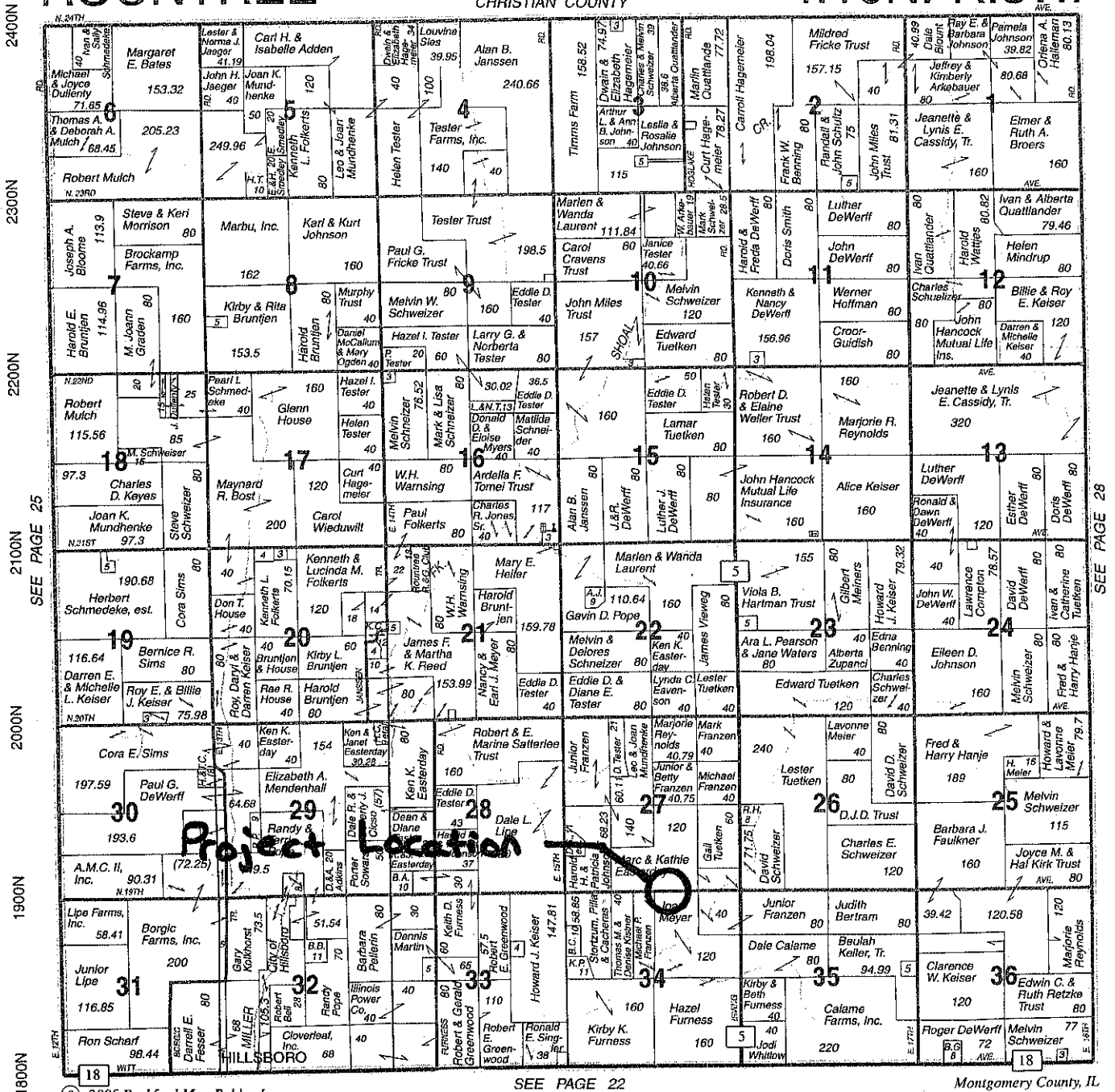

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

ROUNTREE

CHRISTIAN COUNTY

T.10N.-R.3W.



SEE PAGE 28

SEE PAGE 25

SEE PAGE 22

Montgomery County, IL

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MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #05-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1069 B-CA	Witt Road District	50 %	1,250.00
	Montgomery County	50 %	1,250.00

TOTAL = 100 % \$ 2,500.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2009.

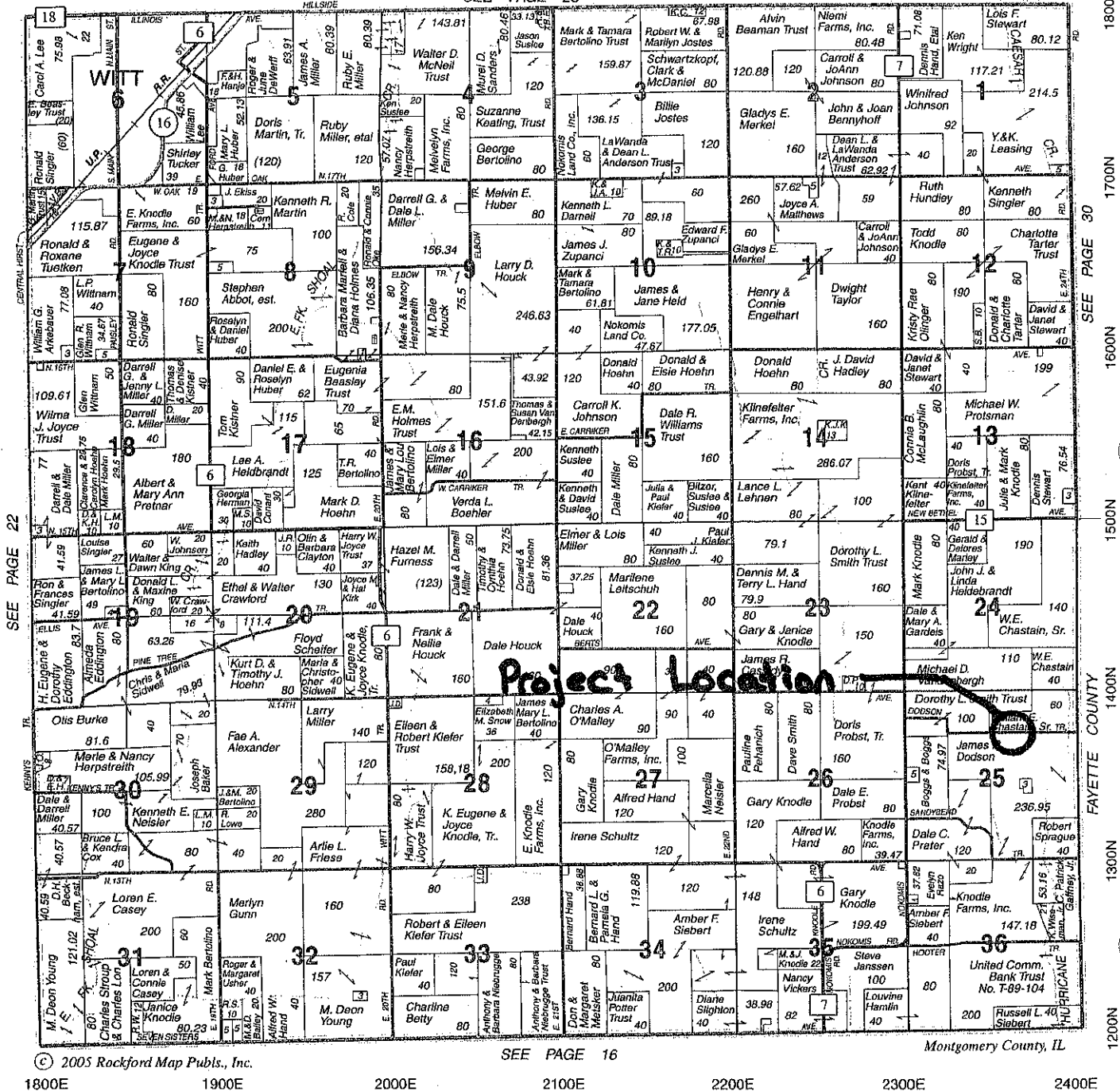

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

WITT

SEE PAGE 28

T.9N.-R.2W.



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SEE PAGE 16

Montgomery County, IL

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MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #06-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1070 B-CA	Zanesville Road District	50 %	3,750.00
	Montgomery County	50 %	3,750.00
TOTAL =		100 %	\$ 7,500.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2009.

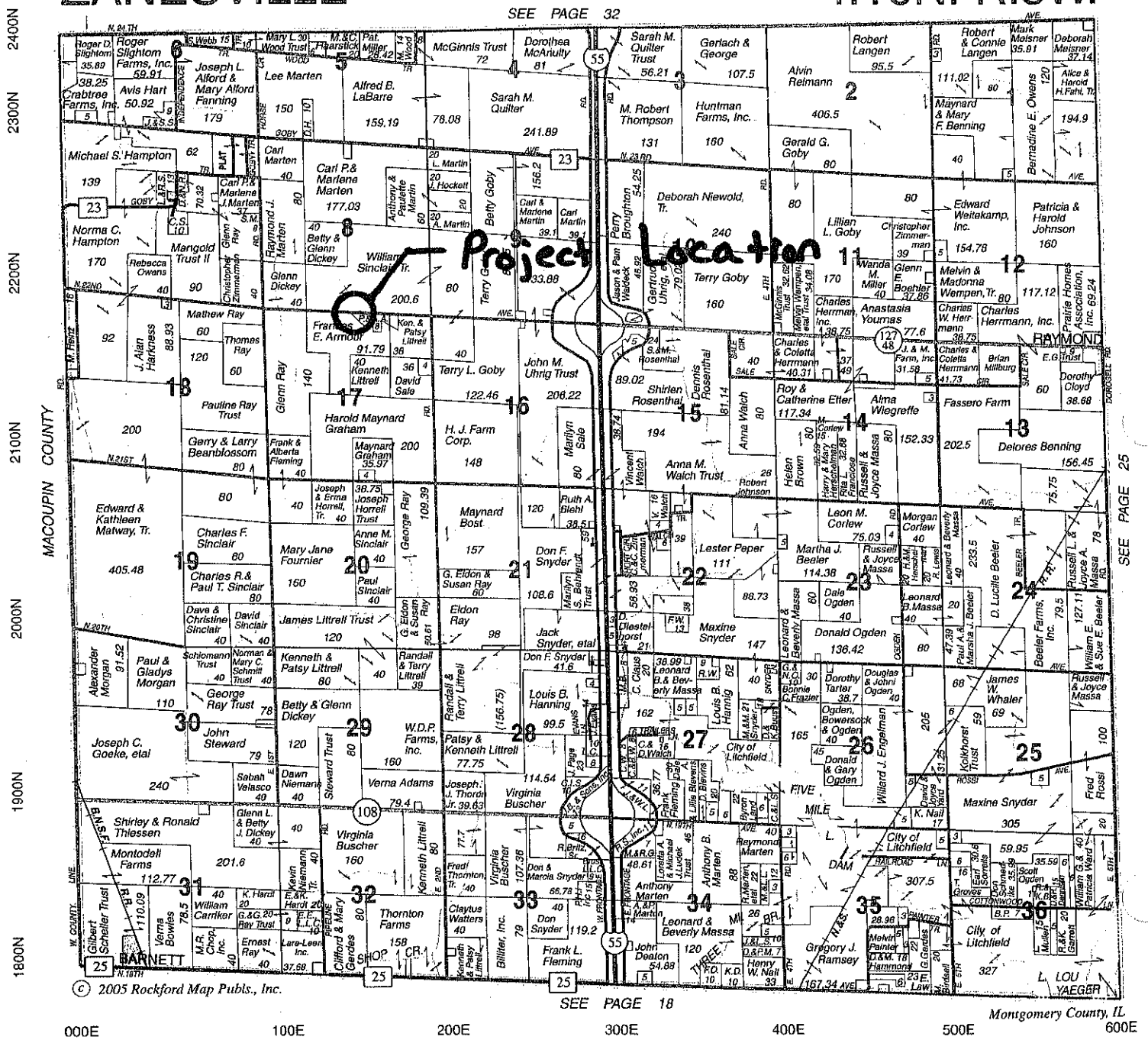

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

ZANESVILLE

T.10N.-R.5W.

SEE PAGE 32



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MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #07-09

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

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

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

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

WHEREAS, the Road District stated below has petitioned the County Board of Montgomery County for aid in constructing or repairing a bridge, culvert or drainage structure under 605 ILCS 5/5-502 as specified in the petition on file with the Montgomery County Highway Department; and

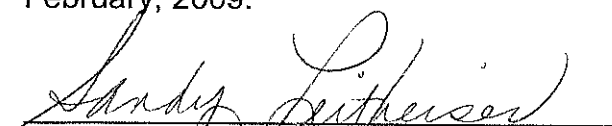
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1071 B-CA Loc.'s A & B	N. Litchfield Road District	50 %	7,900.00
	Montgomery County	50 %	7,900.00
TOTAL =		100 %	\$ 15,800.00

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

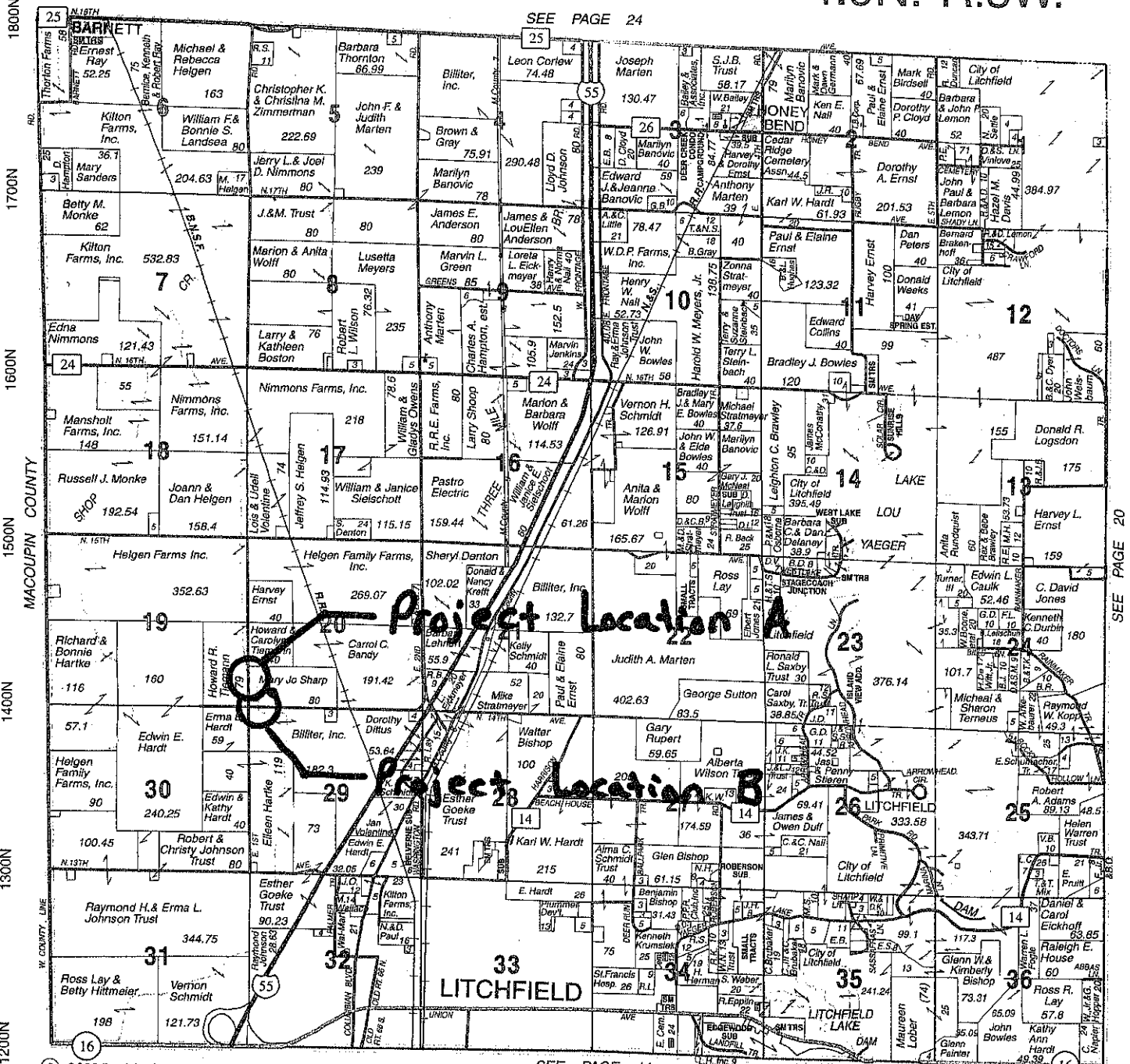
Approved and adopted by the Montgomery County Board this 10th day of February, 2009.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

NORTH LITCHFIELD

T.9N.-R.5W.



SEE PAGE 24

SEE PAGE 20

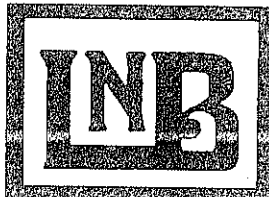
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MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #08-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1072 B-CA Loc.'s A thru J	Montgomery County	100 %	75,000

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2009.

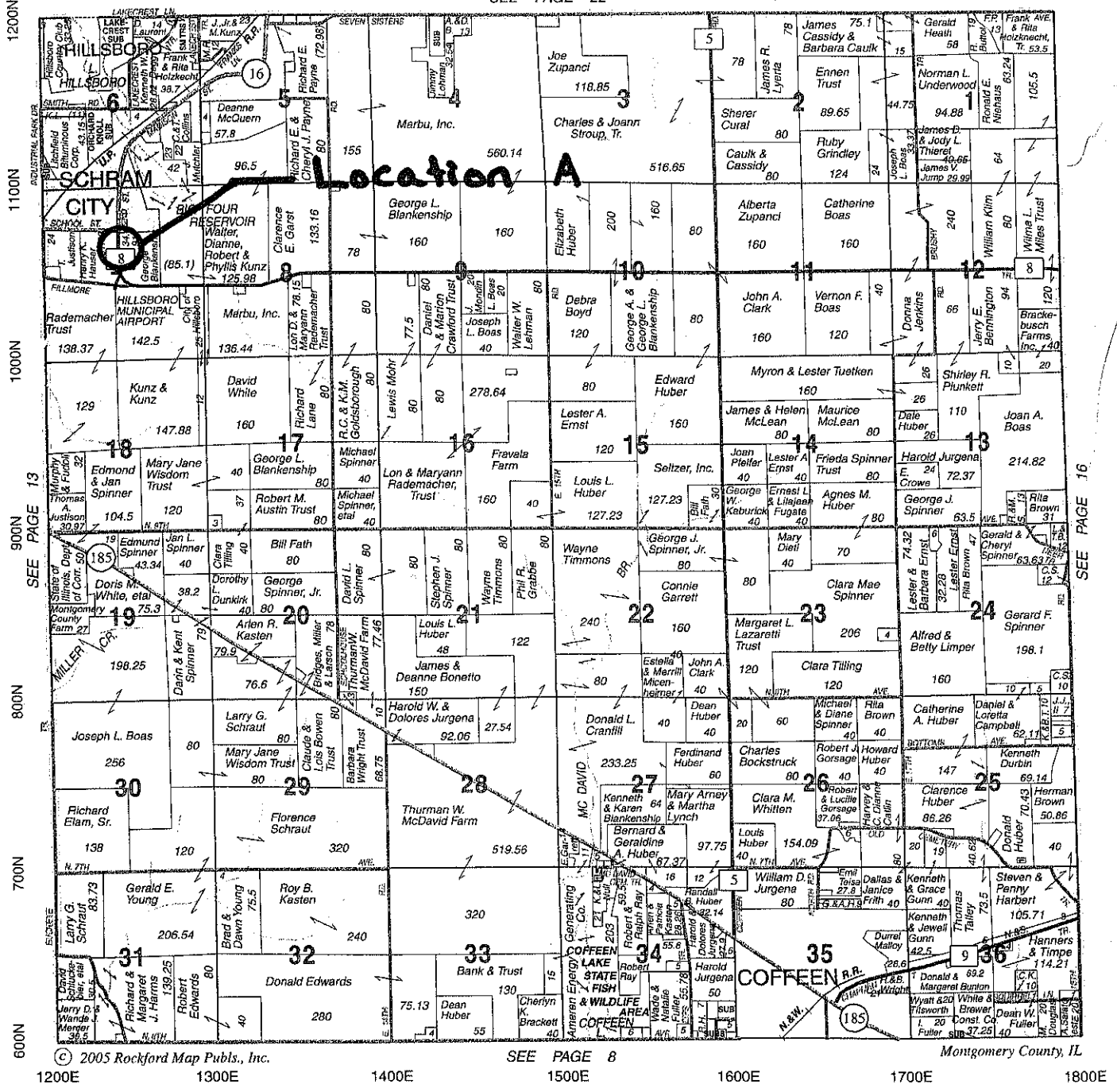

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

NORTH PART EAST FORK

SEE PAGE 22

T.8N.-R.3W.



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SEE PAGE 8

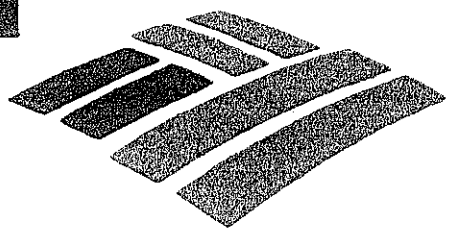
Montgomery County, IL

Bank of America

420 South Main Street
Hillsboro, Illinois 62049-0160



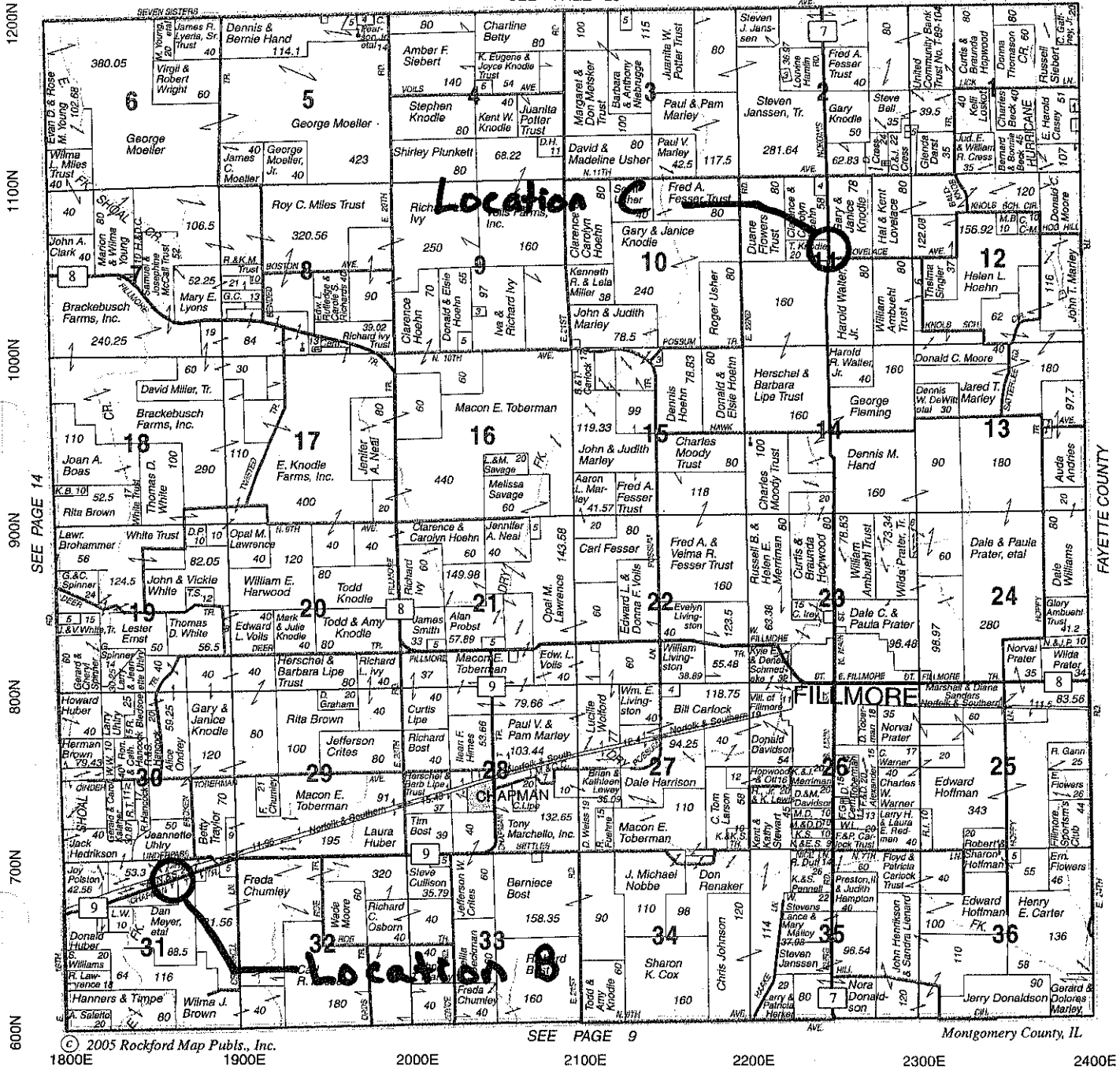
Phone: 217.532.3926
Fax: 217.532.3940



FILLMORE

T.8N.-R.2W.

SEE PAGE 23



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BANKING CENTER

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 Hillsboro, Illinois 62049

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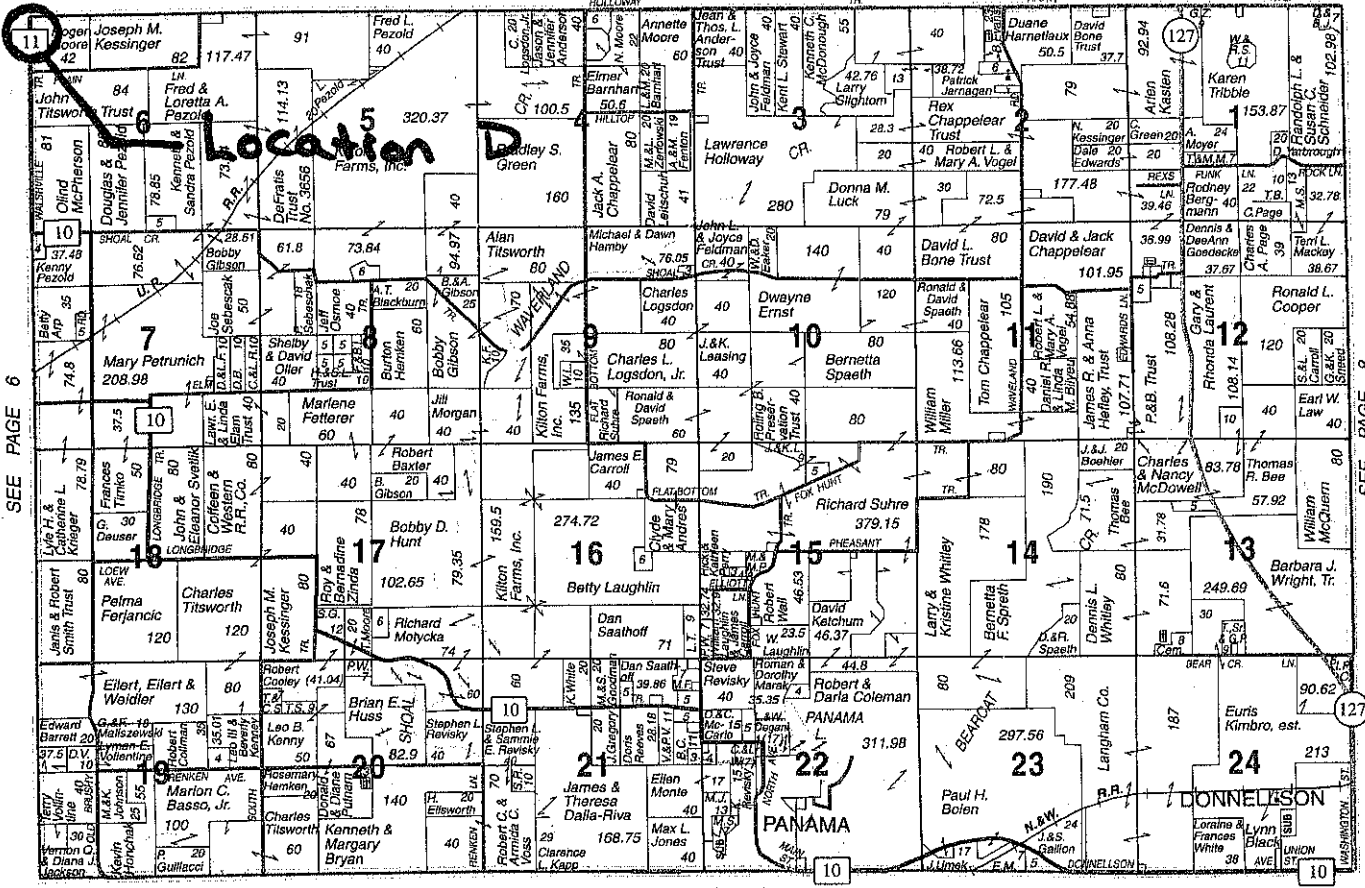
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GRISHAM

T.7N.-R.4W.

SEE PAGE 13



SEE PAGE 6

600N
500N
400N
300N
200N

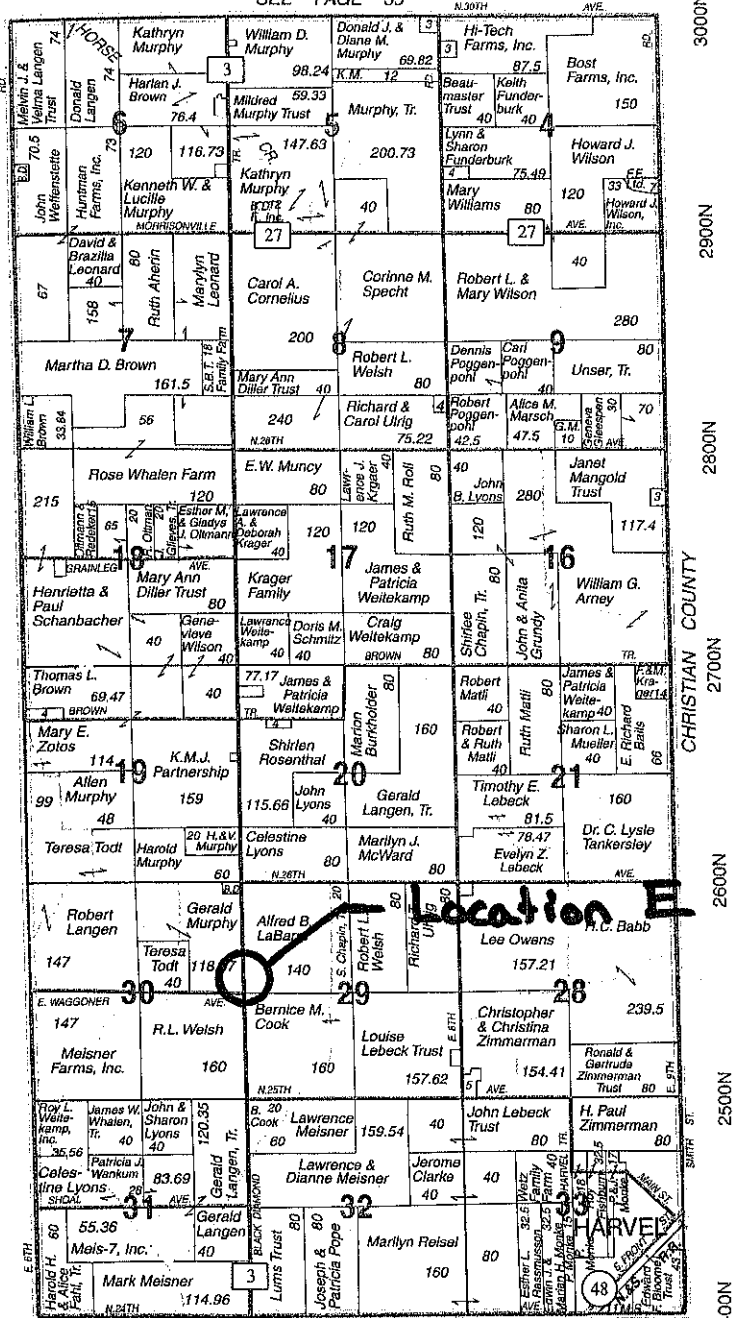
© 2005 Rockford Map Publs., Inc. BOND COUNTY Montgomery County, IL
600E 700E 800E 900E 1000E 1100E 1200E

HARVEL

T.11N.-R.4W.

SEE PAGE 35

SEE PAGE 32



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Montgomery County, IL

600E

700E

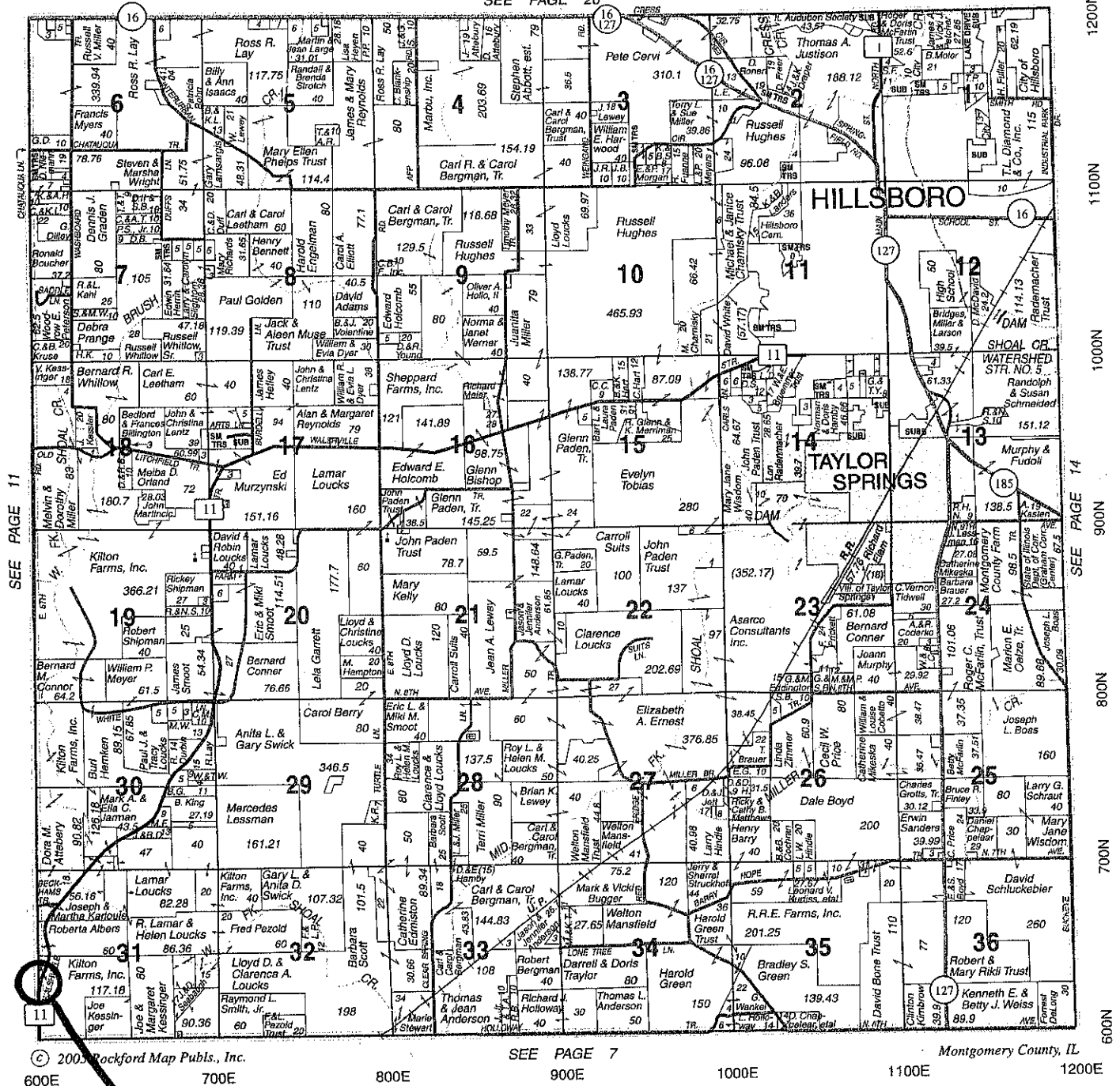
800E

900E

HILLSBORO

T.8N.-R.4W.

SEE PAGE 20



SEE PAGE 11

1200N
1100N
1000N
900N
800N
700N
600N

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SEE PAGE 7

Montgomery County, IL

600E 700E 800E 900E 1000E 1100E 1200E

Location F

SPEARS TITLE COMPANY

Abstracts — Title Insurance — Closings

Wesley D. Spears

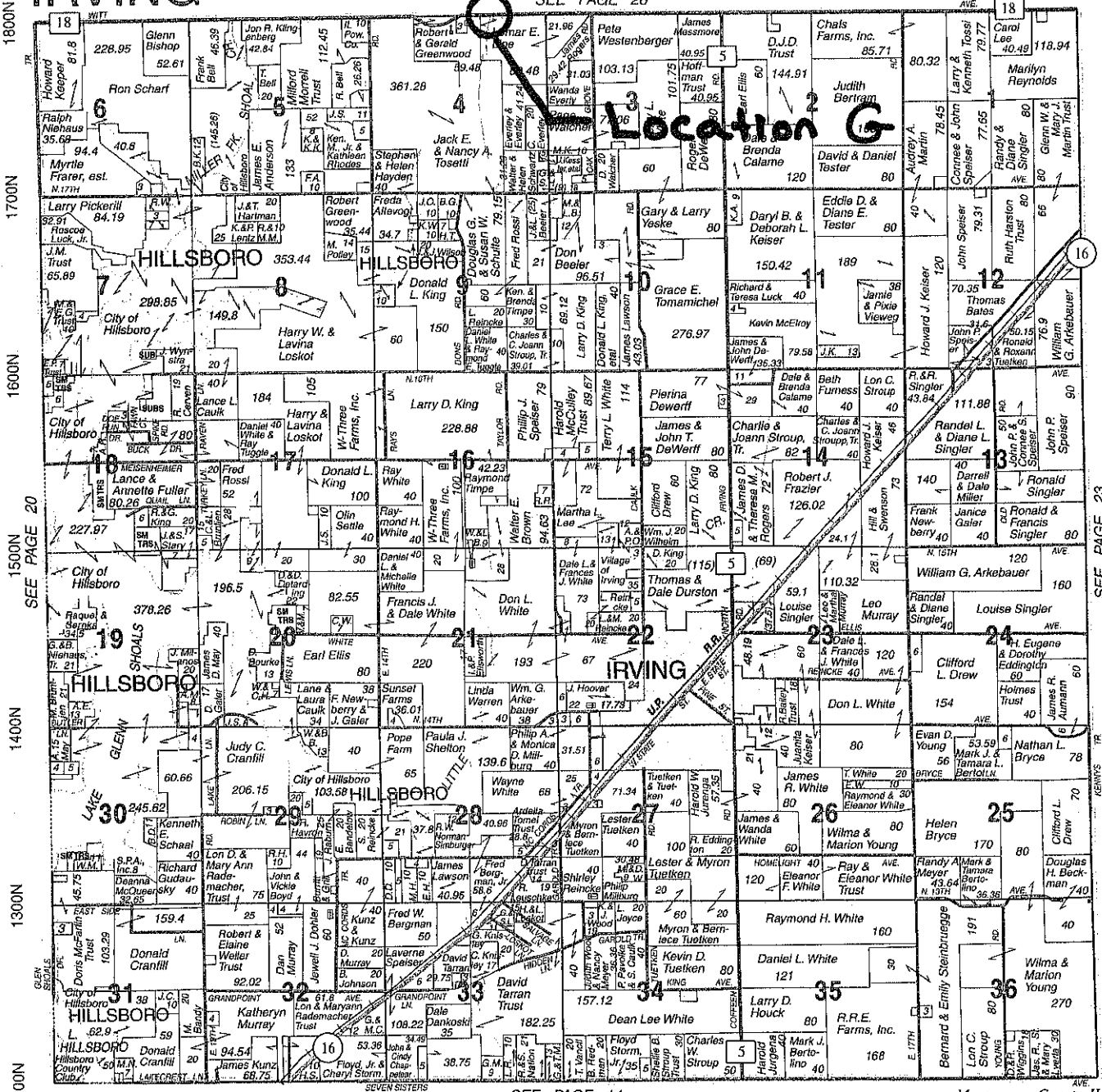
PHONE: (217) 532-3113 • FAX: (217) 532-3133

218 SOUTH MAIN STREET • P.O. BOX 366 • HILLSBORO, ILLINOIS 62049

IRVING

T.9N.-R.3W.

SEE PAGE 26

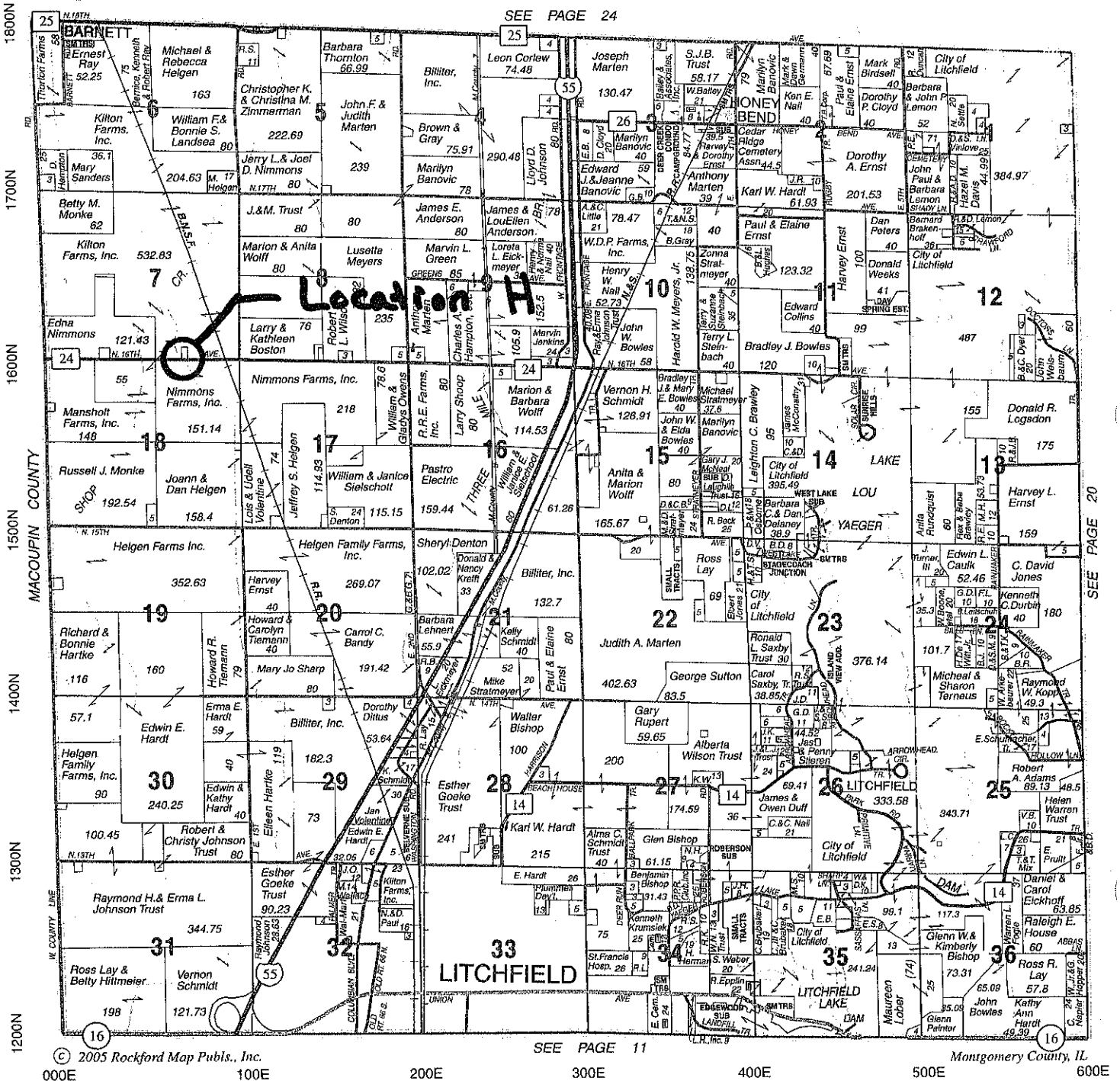


SEE PAGE 23

SEE PAGE 14

NORTH LITCHFIELD

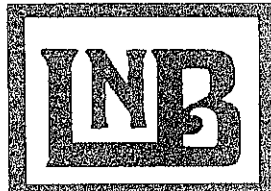
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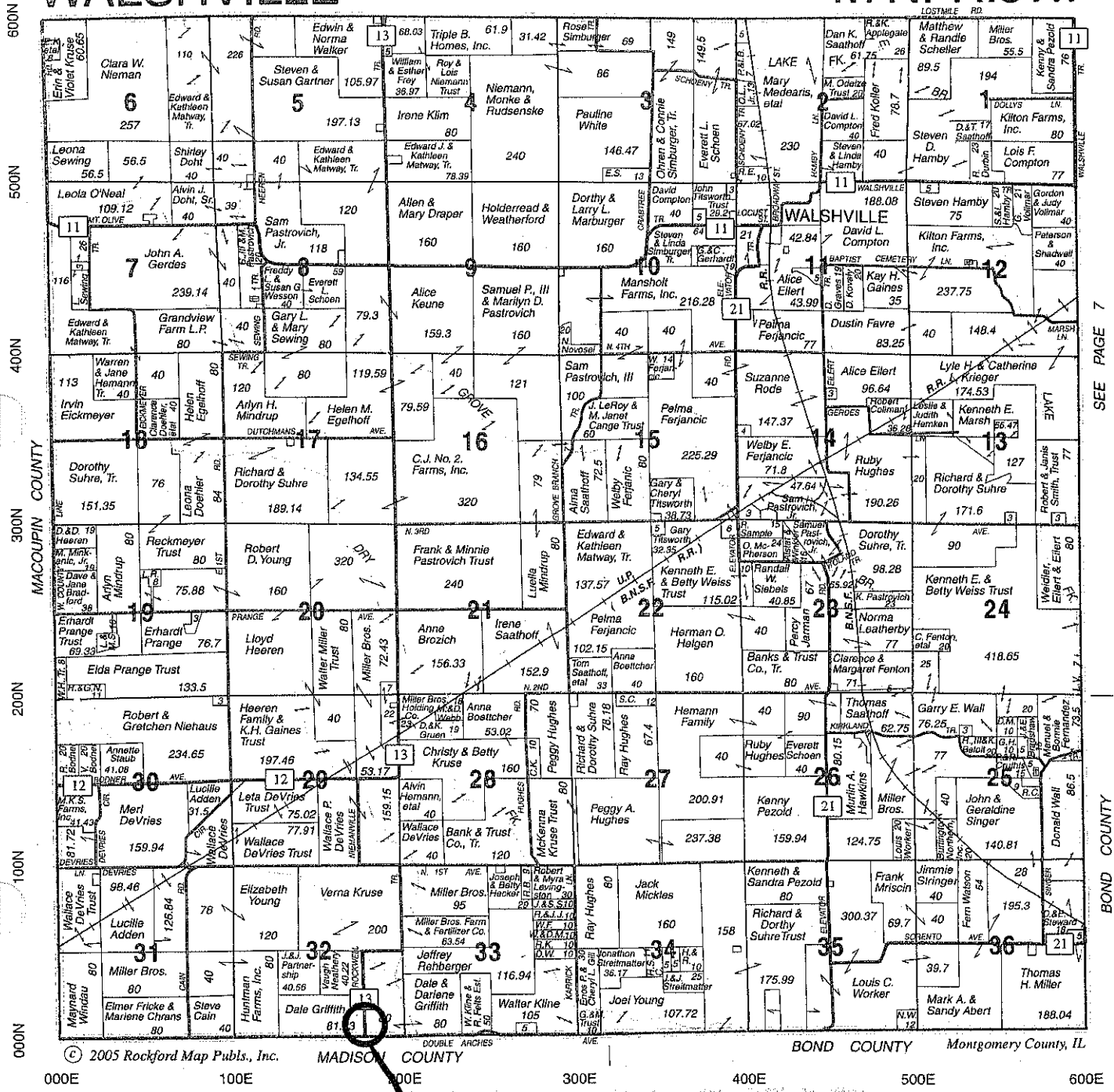
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WALSHVILLE

SEE PAGE 11

T.7N.-R.5W.



SEE PAGE 7

BOND COUNTY

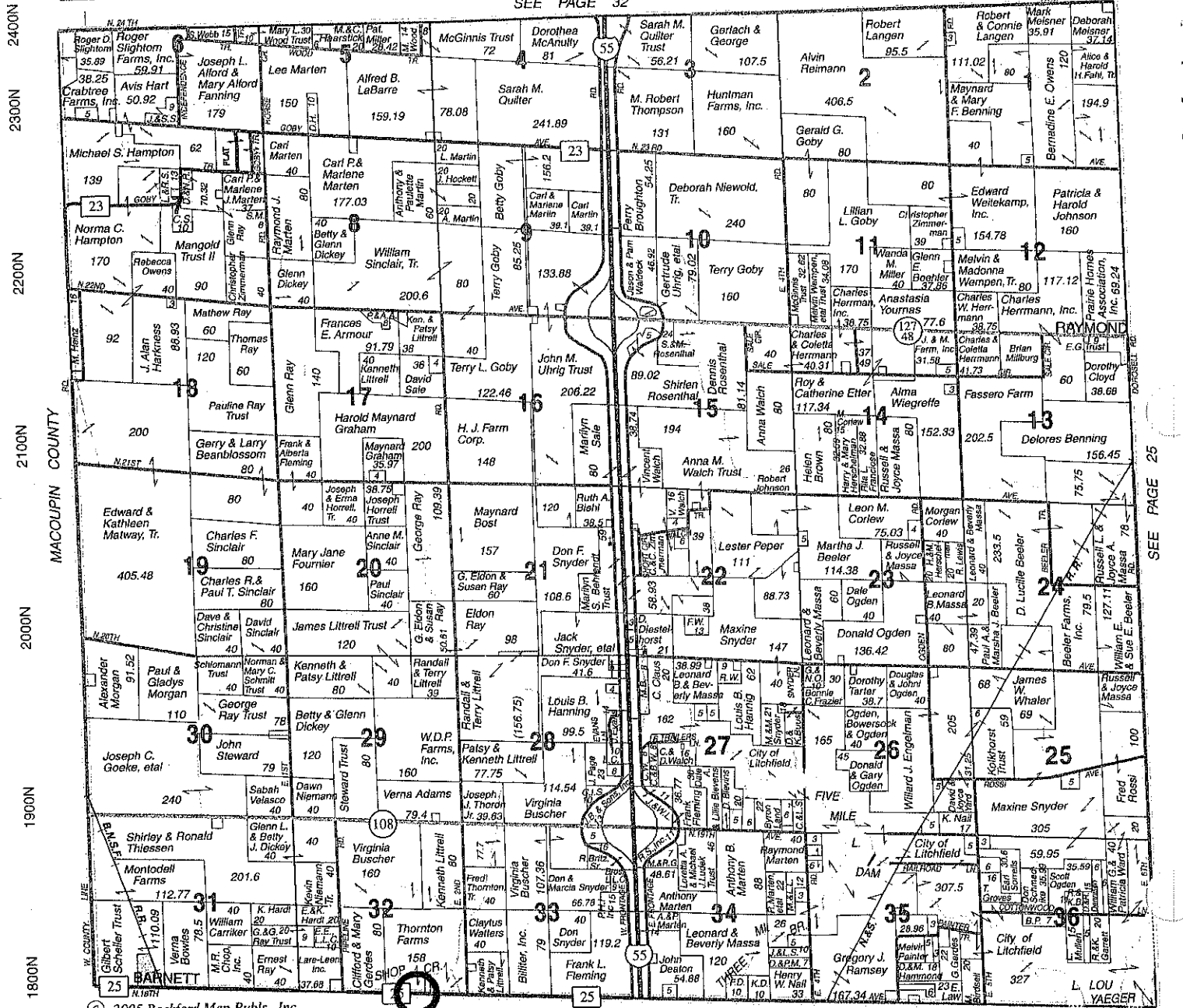
© 2005 Rockford Map Publs., Inc. MADISON COUNTY Montgomery County, IL
 000E 100E 200E 300E 400E 500E 600E

Location I

ZANESVILLE

T.10N.-R.5W.

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Montgomery County, IL

000E 100E 200E 300E 400E 500E 600E

Location J

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Municipality	LOCAL AGENCY  Illinois Department of Transportation BODY 9 PAGE 77 Preliminary Engineering Services Agreement For Motor Fuel Tax Funds Job No. 09-222	CONSULTANT	Name Fehr-Graham & Associates LLC
Township			Address 4440 Ash Grove
County MONTGOMERY			City Springfield
Section 00-00115-00-BR			State Illinois 62711

THIS AGREEMENT is made and entered into this 10th day of February, 2009 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 916B-CA

Route County Highway 8 Length 0.057 Mi. 300.00 FT (Structure No. 068-3008 Exist)
068-3343 Prop

Termini SW ¼, Sec. 8, T.8 N., R. 3 W. of the 3rd P.M., approximately 1.0 miles southeast of Schram City, IL

Description:

Removal and replacement of an existing bridge structure and including the necessary approach roadway work on CH 8. (Field survey work, hydraulic design and report, and soil borings were completed by another Consultant and will be utilized)

Agreement Provisions

The Engineer Agrees, (also see SUPPLEMENT TO AGREEMENT PROVISIONS)

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 **(DONE BY OTHERS)**
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans. **(DONE BY OTHERS)**
 - 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. **(DONE BY OTHERS)**
 - 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. **(DONE BY OTHERS)**
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required. **(TO BE DONE BY COUNTY)**

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees, (see SUPPLEMENT TO AGREEMENT PROVISIONS)

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the _____ percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

	%

	%

	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ 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: 9 PAGE 79

- 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 _____ 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 _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

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

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

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

Executed by the LA:

ATTEST: Montgomery County of the
 (Municipality/Township/County)
 State of Illinois, acting by and through its
County Board Chairman
 By Sandy Lutherser
Montgomery County Clerk
 (Seal)

By Michael D. [Signature]
 Title Chairman of the County Board

Executed by the ENGINEER:

ATTEST:
 By John A. Morris
 Title For Member, Fehr-Graham & Associates LLC

Fehr-Graham & Associates LLC
4440 Ash Grove
Springfield, Illinois 62711
 By [Signature]
 Title For Member, Fehr-Graham & Associates LLC

Approved

 Date
 Department of Transportation

 Regional Engineer

The Engineer Agrees,

1. To perform or be responsible for the performance of the following **additional** engineering services for the LA, in connection with the proposed improvement hereinbefore described, and checked below:
 - L. (X) Review of PPC Deck Beam superstructure shop drawings as necessary.
 - m. () Prepare additional environmental documents as may be required such as wetland delineation, environmental impact statements, mitigation for wetlands, historic bridge, necessary ICC Railroad work for funding and permitting, etc. This work falls beyond the normal scope of services as provided for in item 1j under the ENGINEER AGREES and may or may not be necessary.
 - n. (X) Plans and papers to be prepared in English Units.

7. The estimated fee for the work covered under paragraphs 1e, 1g, 1L, 1n, 2, 3, 5 and 6 shall not exceed \$23,000.00 without prior approval of the Montgomery County Highway Department.


The LA Agrees,

To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1e, 1g, 1L and 1n of THE ENGINEER AGREES on the basis of hourly payroll rates times 2.80 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 paragraphs 1h and 1m 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. Listed below are current hourly rates of pay for various occupational titles of our regular staff.

EMPLOYEE HOURLY RATES - CONSULTANTS REGULAR STAFF
(As of January 1, 2009)

<u>CLASSIFICATION</u>	<u>HOURLY PAYROLL RATE</u>
Project Manager (Ozy)	\$ 56.22
Project Manager (Morris)	50.65
Project Manager (Kon)	41.50
Sr. Project Engineer (Mad)	37.50
Sr. Project Engineer (Souther)	32.85
Sr. Project Engineer (Cart)	35.00
Staff Engineer (Stagge)	25.00
Sen. Engineering Tech. (Bringle)	31.70
Assoc. Engineering Tech. (Fitz)	21.10
Land Surveyor (Casler)	24.75
Engineering Technician (Price)	18.75

- The hourly rates itemized above shall be effective the date the parties, hereunto entering the AGREEMENT, have affixed their hands and seals and shall remain in effect until 12-21, 2009. In event the services of the ENGINEER extend beyond 12-21, 2009, the hourly rates will be adjusted to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.
2. 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.
 3. 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 1n of THE ENGINEER AGREES 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 1 of the LA AGREES. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
 4. 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 LA or DEPARTMENT, the LA will pay the ENGINEER for such changes as stipulated in paragraph 3 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.

Municipality MONTGOMERY COUNTY	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name WHKS & CO. ENGINEERING
Township HILLSBORO				Address 7018 KINGSMILL COURT
County MONTGOMERY				City SPRINGFIELD
Section 09-00130-00-BR				State ILLINOIS 62711

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 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 11 (Walshville Trail F.A.S. 725) over west Fork Shoal Creek

Route F.A.S. 725 Length _____ Mi. 4300 FT (Structure No. 068-3360 prop)

Termini NW ¼ of the NW ¼ OF SEC. 31 T8N, R4W 3rd P.M.

Description:
REMOVE EXISTING BRIDGE AND CONSTRUCT NEW BRIDGE AND APPROACH ROADWAYS

Agreement Provisions

The Engineer Agrees,

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

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1c, 1e thru 1k, 2, 3, 4, 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. **SEE ADDENDUM**
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

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

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

2. ~~To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus _____ 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 1a, 1b, 1c & 1h. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.~~

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

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

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

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 180 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 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

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

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)

State of Illinois, acting by and through its

ATTEST:
By Sandy Laitheiser
Montgomery County Clerk
(Seal)

Chairman
By Michael Bennett
Title County Board Chairman

Executed by the ENGINEER:

WHKS & Co.

7018 Kingsmill Court

Springfield, IL 62711

ATTEST:
By _____
Title _____

By [Signature]
Title Associate/Office Manager

Approved
_____ Date
Department of Transportation
_____ Regional Engineer

ADDENDUM

**Preliminary Engineering Services Agreement
For Motor Fuel Tax Funds**

**CH 11 (Walshville Trail) over Over West Fork Shoal Creek
Hillsboro Township**

Revise Item 1a of THE LA AGREES to:

- a. A sum of money NOT TO EXCEED \$166,463 as detailed below and on the attached Engineering Services Cost Estimate. The below includes out-of-pocket expenses and sublet services.

Items 1e thru 1k (WHKS) -	\$135,258
Items 1a, 1b, 1h (Rapier Surveying) -	\$26,205
Item 1c (soil borings by others-TBD)	\$7,500
	<hr/>
Total	\$168,963

WHKS & CO.

ENGINEERS PLANNERS SURVEYORS

7018 Kingsmill Court
Springfield, IL 62711-7387
Phone: (217) 483-WHKS
Fax: (217) 483-9458

ENGINEERING SERVICES COST ESTIMATE MONTGOMERY COUNTY HIGHWAY DEPARTMENT CH11 over West Fork Shoal Creek, Hillsboro Township

Item Description	Total Hours	Principal	Sr. Struct. Engineer	Proj. Man.	Structural Proj. Man.	Sr. Design Engineer	Sr. Hydra. Engineer	Sr. Sr. Eng. Tech.	Structural Eng. Tech.	Eng. Tech.	Admin.
Project Administration											
Project Admin and Management	9		1	4	4						
Billing/Invoicing (2 hours/invoice)	12		4	2	4						6
Meetings	8		4		4						
Sub-Consultant Coordination	6				6						
	0										
	0										
Labor Hours Subtotal	35	0	5	6	18	0	0	0	0	0	6
Labor Costs Subtotal	\$ 3,784.09	\$ -	\$ 629.30	\$ 762.12	\$ 2,124.54	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 268.13
Reports											
Project Development Report with attachments	33		1	16	8						
Abbreviated BCR (Complete Replacement)	12		4		8						
Final Report Review and QC/QA	4			2	2						
	0										
	0										
Labor Hours Subtotal	49	0	5	18	10	8	0	8	0	0	0
Labor Costs Subtotal	\$ 5,427.64	\$ -	\$ 629.30	\$ 2,286.36	\$ 1,180.30	\$ 677.44	\$ -	\$ 654.24	\$ -	\$ -	\$ -
Hydraulic Design											
Determine Drainage Area/Flows StreamStats	3				1						
Prepare HEC-RAS Model (Input Geometry)	28				4		2				
Analyze Natural/Existing Conditions	16				4		24				
Determine/Analyze Proposed Condition/Scour	50				16		12				
Prepare/Assemble PB&HR	20				4		34				
	0						8				
Labor Hours Subtotal	117	0	0	0	29	0	80	8	0	0	0
Labor Costs Subtotal	\$ 10,851.51	\$ -	\$ -	\$ -	\$ 3,422.87	\$ -	\$ 6,774.40	\$ 654.24	\$ -	\$ -	\$ -
Permits											
ESR (Cultural, Biological, Wetlands)	10			4		4					
EcoCat and coordination	4					4					
404 Permit (Joint Application Form)	8					2					
Statewide Clearinghouse	3			1		2					
SWPPP with Plan Sheet	12			4		1					
Aesthetics Determination	1					1					
	0										
	0										
Labor Hours Subtotal	38	0	0	9	0	13	0	16	0	0	0
Labor Costs Subtotal	\$ 3,552.50	\$ -	\$ -	\$ 1,143.18	\$ -	\$ 1,100.84	\$ -	\$ 1,308.48	\$ -	\$ -	\$ -

Item Description	Total Hours	Principal	Sr. Struct. Engineer	Prof. Man.	Structural Prof. Man.	Sr. Design Engineer	Sr. Hydr. Engineer	Sr. Str. Eng. Tech.	Structural Eng. Tech.	Eng. Tech.	Admin.
Roadway Design											
Plan and Profile (8 sheets at 20hrs/sheet)	160			50	10			100			
Cross-Sections (1hrs/sect at 86 X-secs)	86			32	4			50			
Ditch/Culvert Analysis	24			24							
Roadside Safety/Length of Need	8			8				8			
Establish ROW/Easements	12			4				8			
Typ Sections/ Entrances / SOQ Sheets	20			4				8			
Cover/General Notes/Miscellaneous Detailing	36			16				20			
Design/Plan QC/QA	16				16						
Labor Hours Subtotal	362			138	30	8	0	186	0	0	0
Labor Costs Subtotal	\$ 36,958.18			\$ 17,528.76	\$ 3,540.90	\$ 677.44	\$ 0	\$ 15,211.08	\$ 0	\$ 0	\$ 0
Bridge Design (assumes steel WF, Int Abut, Pile Bent)											
Abbreviated TSL for PDHR (prelim design)	68		12		8	24					
Develop GPE from TSL	16				4			12			
Steel Design/Deck Design	96				64	32					
Deck/Approach slab Elevation and Sheets	26				2	16		8			
Superstructure Detailing	148				8	20		120			
Foundation Analysis/ Geotech Considerations	80		8		48	24					
Substructure Detailing	116		48		12	24		80			
Seismic Analysis Detailing (SPZ 2)	68		8		20	12		24			
Miscellaneous Design/Detailing	52		8		8	8		24			
Design/Plan QC/QA	32				8						
Labor Hours Subtotal	702		100	0	182	152	0	268	0	0	0
Labor Costs Subtotal	\$ 68,855.86		\$ 12,588.00	\$ 0	\$ 21,481.46	\$ 12,871.36	\$ 0	\$ 21,917.04	\$ 0	\$ 0	\$ 0
Specifications and Estimates											
Special Provisions	11			2	1	8					
Estimate of Time	7			2	1	4					
Estimate of Cost	25			6	3	16		0	0	0	0
Labor Hours Subtotal	2,471.09		\$ 0	\$ 762.12	\$ 354.09	\$ 1,354.88	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Labor Costs Subtotal	\$ 0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Miscellaneous											
Quantity Calculations	32			4	4	24					
Field Check(s)	8			4	4						
Bridge Inspection	4		2		2						
Bid Documents	11			2	1	8					
Shop Drawing Review (Steel & Brgs)	28				4	24					
Phase III Involvement	0										
Labor Hours Subtotal	83		2	10	15	56	0	0	0	0	0
Labor Costs Subtotal	\$ 8,034.45		\$ 251.72	\$ 1,270.20	\$ 1,770.45	\$ 4,742.08	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Total Labor Hours	1282	0	107	169	277	245	0	476	0	0	6
Estimated Direct Cost	\$ 750.00										
Total Labor Cost	\$ 135,257.68										
Subconsultant Work											
Hydraulic/Roadway Survey (Rapier)	\$ 13,937.78										
ROW Survey/Plats (six assumed)(Rapier)	\$ 12,267.36										
Soil Borings (SKS/PSI/Atlas) (assumed)	\$ 7,500.00										
Total Engineering Fees	\$ 168,962.82										
Engineering Fee as Percentage of Construction	11.11%										

Estimated Construction Costs- Assumes 4300' length of improvement, A2 surface over 8' Agg Sub
 Assumes Steel WF 33.16'(out to out) wide by 160' long
 Piers may need to be solid wall for unbraced lengths
 Roadway \$115/ft 4100 \$ 471,500
 Bridge \$150/sf 5305 \$ 795,750
 20% Contingency \$ 253,450
 Total Estimated Construction Cost \$ 1,520,700

Local Agency	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	LOCAL AGENCY	Consultant
Montgomery County Highway Dept.			Allen Henderson & Associates, Inc.
County Menard			Address 907 South Fourth Street
Section Section 09-00131-00-RS			City Springfield
Project No.			State Illinois
Job No.	Zip Code 62703	CONSULTANT	Contact Name/Phone/E-mail Address Christopher Kohlrus 217-544-8033 chrisk@ahaengineers.com
Contact Name/Phone/E-mail Address Mr. Ruben Boehler 217-532-6109 R.Boehler@gmail.com			

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name	F.A.S. 1746	Route	C.H. 9	Length	±7400'	Structure No.	N/A
Termini	Beginning at a point near the S.W. corner of the N.W. ¼ of the S. E. ¼ of Section 2, T. 7 N., R. 3 W. of the 3 rd P.M. and extending northerly.						

Description: The project includes the resurfacing of the existing roadway and other incidental roadway items of work.

Agreement Provisions

1. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 180 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.

The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.

5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for 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 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.
- 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 the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. 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.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- 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.
- 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.
- 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 Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate 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.

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- 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 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 minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, 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 shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – 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 the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, 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 shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. 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 or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements 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.
4. 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. 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.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Exhibit A
Preliminary Engineering

Route: F.A.S. 1748 - C.H. 9 (Red Ball Trail)
Local Agency: Montgomery County
Section: 09-00131-00-RS
Project:
Job No.:

* Firm's approved rates on file with
IBDI's Bureau of Accounting and
Auditing:
Payroll Burden & Fringe Rate: 100 %
Overhead and Expense Rate: 25 %
Complexity Factor: 0

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Manhours	Payroll Rate	Payroll Costs	Payroll Burden and Fringe Costs*	Overhead and Expenses*	Services By Others	In-House Direct Costs	Profit	Total
Title Sheet	Sr. Civil Engr.	4	\$35.00	\$140.00	\$140.00	\$35.00			\$48.72	\$363.72
	Sr. Tech.	4	\$23.50	\$94.00	\$94.00	\$23.50			\$32.71	\$244.21
General Notes & Summary of Quantities Sheet	Sr. Civil Engr.	4	\$35.00	\$140.00	\$140.00	\$35.00			\$48.72	\$363.72
	Sr. Tech.	4	\$23.50	\$94.00	\$94.00	\$23.50			\$32.71	\$244.21
Details & Typical Sections	Sr. Civil Engr.	32	\$35.00	\$1,120.00	\$1,120.00	\$280.00			\$389.76	\$2,909.76
	Sr. Tech.	20	\$23.50	\$470.00	\$470.00	\$117.50			\$163.56	\$1,221.06
Schedule of Quantities Sheet	Sr. Civil Engr.	40	\$35.00	\$1,400.00	\$1,400.00	\$350.00			\$487.20	\$3,637.20
	Sr. Tech.	24	\$23.50	\$564.00	\$564.00	\$141.00			\$196.27	\$1,465.27
Entrance & Sideroad Details Sheet (4)	Sr. Civil Engr.	32	\$35.00	\$1,120.00	\$1,120.00	\$280.00			\$389.76	\$2,809.76
	Sr. Tech.	24	\$23.50	\$564.00	\$564.00	\$141.00			\$196.27	\$1,465.27
Inlet Details Sheet (1)	Sr. Civil Engr.	12	\$35.00	\$420.00	\$420.00	\$105.00			\$146.16	\$1,091.16
	Sr. Tech.	8	\$23.50	\$188.00	\$188.00	\$47.00			\$65.42	\$468.42
Plan & Profile Sheets (7)	Sr. Civil Engr.	40	\$35.00	\$1,400.00	\$1,400.00	\$350.00			\$487.20	\$3,637.20
	Sr. Tech.	24	\$23.50	\$564.00	\$564.00	\$141.00			\$196.27	\$1,465.27
Cross Section Sheets (28)	Sr. Civil Engr.	80	\$35.00	\$2,800.00	\$2,800.00	\$700.00			\$974.40	\$7,274.40
	Sr. Tech.	50	\$23.50	\$1,175.00	\$1,175.00	\$293.75			\$408.90	\$3,052.65
Pavement Design	Sr. Civil Engr.	8	\$35.00	\$280.00	\$280.00	\$70.00			\$97.44	\$727.44
Specifications/Estimates	Sr. Civil Engr.	32	\$35.00	\$1,120.00	\$1,120.00	\$280.00			\$389.76	\$2,909.76
	Chrical	2	\$17.60	\$35.20	\$35.20	\$8.80			\$12.25	\$91.45
Project Report	Sr. Civil Engr.	24	\$35.00	\$840.00	\$840.00	\$210.00			\$292.32	\$2,182.32
	Tech	12	\$16.00	\$192.00	\$192.00	\$48.00			\$66.62	\$498.62
	Chrical	2	\$17.60	\$35.20	\$35.20	\$8.80			\$12.25	\$91.45
Environmental Coord.	Sr. Civil Engr.	6	\$35.00	\$210.00	\$210.00	\$52.50			\$74.40	\$727.44
	Chrical	2	\$17.60	\$35.20	\$35.20	\$8.80			\$12.25	\$91.45
Administration & QC/QA	Sr. Civil Engr.	20	\$35.00	\$700.00	\$700.00	\$175.00			\$243.60	\$1,818.60
	Civil Engr.	20	\$19.42	\$388.40	\$388.40	\$97.10			\$135.16	\$1,009.06
	Tech	16	\$16.00	\$256.00	\$256.00	\$64.00			\$89.09	\$473.09
Survey	Civil Engr.	70	\$19.42	\$1,359.40	\$339.85	\$339.85			\$473.07	\$2,512.17
	Tech	70	\$16.00	\$1,120.00	\$280.00	\$280.00			\$389.76	\$2,069.76
Utility Coordination	Sr. Civil Engr.	8	\$35.00	\$280.00	\$280.00	\$70.00			\$97.44	\$727.44
Mileage: 8 trips at 120 miles per trip at \$0.50 per mile										\$480.00
Totals		696		\$19,174.40	\$17,122.85	\$4,793.60		\$480.00	\$4,887.00	\$48,247.85



Prime Consultant

Name Allen Henderson and Associates, Inc.
 Address 907 South Fourth Street
 Telephone 217-544-8033
 TIN Number 36-4125354

Project Information

Local Agency Montgomery County Highway Department
 Section Number 09-00131-00-RS
 Project Number _____
 Job Number _____

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.



Montgomery County



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County Wide Public Safety Dispatch Center (Recommendation)



Montgomery County



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Introduction

- The ETSB (Emergency Telephone System Board) was tasked by the county to look at a centralized county wide public safety dispatch in Montgomery County
- The ETSB has welcomed this opportunity to assist in looking at planning a county wide public safety dispatch center that is manageable, maintainable, professional, and cost efficient for the residents and responders of Montgomery County
- This presentation is being given to the full board at the direction of Chairman Plunkett
- After this presentation, 911 will begin working through the Finance Committee and interested communities to further investigate the possibility of a county wide public safety dispatch center



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Responsibility

- The IL General Assembly in the Emergency Telephone System Act (ETSA) declares it is in the public interest to shorten the time required for a citizen to request and receive emergency aid
- The ETSA establishes the number 911 as the primary emergency telephone number for use in the State of IL
- The ETSB is tasked to look at ways to develop and improve emergency communications
- Illinois Administrative Code Part 725 task the ETSB with the continual review to ensure adequate service to the general public



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Situation

- **911 Dispatcher:** A certified dispatcher that is able to answer a 911 phone line. They are also able to dispatch fire, police, EMS, EMA, coroner, county hazmat, health dept, county IMT, MABAS and ILEAS as needed. A 911 Dispatcher is certified in the following: Emergency Fire Dispatch, Emergency Police Dispatch, Emergency Medical Dispatch, CPR, LEADS, NIMS-ICS 700, 100, 200. Senior tactical dispatch field personnel are also required to have ICS 300, 400, and Telecommunicator Emergency Response Team (TERT) certification.



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Situation

(continued)

- **Sheriff's Dispatcher:** A dispatcher that is not certified to answer a 911 phone line. They are able to dispatch law enforcement, coroner, and ILEAS. A sheriff's dispatcher is trained in the following: LEADS



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Situation

(continued)

- 911 has one dispatcher scheduled 24/7
- A second 911 dispatcher is scheduled for known peak operation periods
- Currently the sheriff's office has one dispatcher on duty 24/7
- A second sheriff's dispatcher is scheduled to assist with administrative duties and with visitors in the jail facility on visiting days



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Situation

(continued)

- The county is currently paying for two full time 24/7 dispatchers (1-911 / 1-sheriff)
- There could also be one to two additional part-time dispatchers scheduled depending upon the operational needs
- The sheriff's office dispatchers are union and the 911 dispatchers are not union
- The sheriff's office and 911 dispatchers have not historically been allowed to back one another up during periods of call overload because of union vs. non-union concerns



Montgomery County



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Situation

(continued)

- 911 is currently required by Illinois Commerce Commission to relay caller information to Litchfield instead of direct dispatching units to assist the public
- This is not the most efficient way of handling these calls and can create delays in emergency responders getting timely information to respond to an emergency
- Not having a centrally informed dispatch center can also create responder safety issues and a lack of information sharing when responding to a multi-jurisdictional calls



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Situation

(continued)

- The lack of cooperation to be able to "back each other up" has created many operational/administrative hardships and budget strains on the county dispatch agencies
- The county dispatch staff it currently requires to "get the job done" as it divided is not efficient or cost effective
- This lack of efficiency as it currently exists can create a delay in response, raise first responder safety issues, and is not cost effective





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Equipment

- 911 and the Sheriff's Office equipment was updated in 2005.
- All county equipment is networkable and expandable
- It is believed that dispatch consolidation would greatly reduce all involved agencies equipment budget needed to maintain and update individual dispatching equipment
- It is also believed that a five year equipment schedule could be maintained to keep dispatch current and interoperable





Montgomery County

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Interoperability

- 911/Sheriff Consoles have many interoperable radio channels to include: HPD, LPD, MCSO, 911
- 911 has also followed state recommendations to maintain state wide interoperability to include: IREACH, IFERN, ISPERN, and Starcom
- The current dispatch, law, and jail systems offer expandability and interoperability to allow sharing of data and information that is currently not shared between departments because the systems are fragmented.





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Staffing

- Montgomery County currently has four separate dispatch centers within its borders that are not part of the state police: 911, MCSO, LPD, & HPD
- Existing qualified dispatch personnel from all agencies involved in a consolidation would be given priority to fill openings created by a consolidated dispatch center





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Financial

- Public Safety Budgets have been tightening because of the current economic situation
- 911 is funded through \$2.00 land line charges and \$.50 on each cellular phone line
- 911 has operated since 1994 without any revenue increases
- Call volumes have greatly increased in that time, especially with new technologies such as: cellular, VOIP, On Star, Sync, etc.
- This increase in call volume has increased our staffing needs to reduce our liability and reduce/prevent periods of emergency call volume overload during times of crisis and at the same time it has strained our operational budget.



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Financial (continued)

- It is believed that the 911 system has about three to five years of operational cash left on hand if there are no unforeseen expenditures that arise with the current revenue streams
- Without an increase in revenue, additional funding will be needed to maintain public safety dispatch as it currently exists in Montgomery County
- It is believed that a streamlining of operations with an emphasis on a single county wide public safety dispatch center could provide the longevity needed to make a public safety dispatch center independent and overall more efficient to the public and responders
- Grant opportunities would also be pursued whenever available



Montgomery County



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Financial (continued)

- Several of the agencies within Montgomery County that pay for public safety dispatch have expressed an interest in a single dispatch center that would benefit their agency through a county wide dispatch study committee that was formed to look at this issue
- Those agencies are: 911, Sheriff's Office, Litchfield, and Nokomis



Montgomery County



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Financial (continued)

Dispatch Personnel Cost

<u>Interested Agencies</u>	<u>Personnel Current Cost</u>
MCSSO	\$301,125.00
911	\$303,285.00
Nokomis	\$ 20,000.00
<u>Litchfield</u>	<u>\$290,544.08</u>
Totals	\$914,954.08

- The overall benefit of sharing information and having a single county wide public dispatch center would greatly enhance public safety operations in Montgomery County.
- A budget analysis will be completed with the Finance Committee to determine the overall personnel cost of a county wide system.



Montgomery County



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Financial

(continued)

- The operation of a consolidated dispatch center would provide controlled cost for agencies involved to plan for future budgets
- It would be recommended that a five year minimum contract for service be entered into for each agency interested
- There would be fixed increases set for each agency involved for every year of service of the contract to control cost
- The five year contract would cover all cost associated in running a consolidated dispatch center to include: personnel, equipment, and other related expenses





Montgomery County



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Spatial Needs

- 911 and the sheriff's office are currently housed in the same facility
- If agencies are phased in over time, additional space could be allocated through renovation or expansion as the need is determined
- One of the overall goals would be to allow for a more cohesive Emergency Operations Center in Montgomery County
- Additional space should be considered as building modifications and expansions are being planned to allow for growth and sufficient operating space
- Grant opportunities should be pursued whenever possible






Montgomery County

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Oversight

- The ETSB would be the lead agency in planning, coordinating, implementation, upgrading, and maintenance of a consolidated communications center.
- The ETSB would pay bills and disburse monies in accordance with the policies and guidelines authorized by law and set the general policy of the consolidated communications center
- User groups would be established by the ETSB to allow for the involved agencies to have input on operational issues/concerns of their agencies

Montgomery County

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Recommendation

- Locating all public safety communications operations in one center would have many benefits:
 - It would shorten the time required for a citizen to request and receive emergency aid
 - Reduce responder safety concerns
 - Provide better interoperability of communications and information sharing between agencies
 - Resolve back up issues that currently exist
 - Reduce individual agency dispatch equipment cost



Montgomery County



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Recommendation

(continued)

- The overall process of consolidation could be approached in a couple of different methods:
 - All agencies could consolidate at one time
 - Individual agencies could phase in over time



Montgomery County



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Recommendation

(continued)

- Again, the ETSB has found that there is sufficient interest by county and community public safety agencies to proceed forward with a county wide communications center endeavor in Montgomery County
- The ETSB/911 would continue to welcome the opportunity to assist the county in moving forward with this endeavor
- It is the recommendation of the ETSB that this issue should be further dialogued as soon as possible to determine a level of commitment in a more formal setting with the agencies, communities, and county entities that are interested
- As soon as a formal commitment is made by the interested parties, then the issue should be pursued as quickly as possible to resolve the possibility of a county wide public safety communications center in Montgomery County becoming a reality



Montgomery County



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Questions?

Resolution # - 09-05

WHEREAS, Montgomery County owner of property located in the Village of Raymond, Illinois, Alternate Parcel #13-000-530-00, now known as Parcel #06-07-459-010, (refer to the legal description below), and

Legal Description:

(All of Lot Nine (9) and the southeasterly 18 feet of Lot Eight (8) in Block Nine (9) of the Original Town, now Village, of Raymond, Illinois, more particularly described as follows: Beginning at the intersection of the northerly line of Highway #48 (O'Bannon Street) and the easterly line of Broad Street; thence Northwesterly along the easterly line of Broad Street 68 feet to a point; thence Northeasterly, parallel with the northerly line of Highway #48 (O'Bannon Street) 134 feet to the westerly line of an alley; thence Southeasterly along the westerly line of said alley 68 feet to the northerly line of Highway #48 (O'Bannon Street); thence Southwesterly along the northerly line of Highway #48 (O'Bannon Street) 134 feet to the point of beginning, situated in the Village of Raymond, Montgomery County, Illinois)

WHEREAS, the property contains contaminated soil on the same, which needs to be cleaned up pursuant to the State Fire Marshal's requirements, and

WHEREAS, the Village of Raymond has expressed its desire to obtain the property and is eligible for Federal Stimulus Funds to finish the clean up of said property.

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 the transfer of Parcel #06-07-459-010 from the County's interest of the above described real estate to the Village of Raymond, Illinois.

Approved and Adopted at a regular meeting of the Montgomery County Board, Montgomery County, State of Illinois this 10th day of March, 2009.


Montgomery County Board Chairman, Mike Plunkett

ATTEST:


Montgomery County Clerk & Recorder, Sandy Leitheiser

WARRANTY DEED

THE GRANTOR (NAME AND ADDRESS)

County of Montgomery

P.O. Box 596

of the City of Hillsboro in the County of

Montgomery and State of IL for and in the consideration

of the sum of Ten and No/100 DOLLARS in hand paid,

CONVEY and WARRANT to Village of Raymond

305 Broad., P.O. Box 87., Raymond, IL 62560

200900050702
Filed for Record in
MONTGOMERY COUNTY, IL
SANDY LEITHEISER
03-10-2009 At 12:01 PM.
WAR DEED NC .00
OR Book 1309 Page 116 - 118

Instrument 200900050702 OR Book Page 1309 116

(NAMES AND ADDRESS OF GRANTEES)

the Village of Raymond in the County of

(The Above Space For Recorder's Use Only)

Montgomery and State of Illinois,

"Exempt under provisions of paragraph e
Section 31-45 Real Estate Transfer Tax Act."

all interest in the following described real estate: All of Lot Nine (9) and the
outheasterly 18 feet of Lot Eight (8) in Block Nine (9) of the
original Town, now Village, of Raymond, Illinois more particularly
described as follows: Beginning at the intersection of the northerly line of Highway #48
(O'Bannon Street) and the easterly line of Broad Street; thence Northwesterly along the easterly
line of Broad Street 68 feet to a point; thence Northeasterly, parallel with the northerly line of
Highway 48 (O'Bannon Street) 134 feet to the westerly line of an alley; thence Southeasterly along
the westerly line of said alley 68 feet to the northerly line of Highway 48 (O'Bannon Street);
thence Southwesterly along the northerly line of Highway 48 (O'Bannon Street) 134 feet to the point

3/10/09 Date Sandy Lutherman, County Clerk Buyer, Seller or Representative

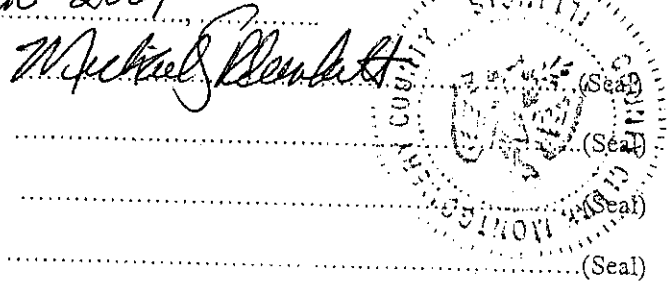
Property's Physical Address 101 North O'Bannon
beginning, situated in the Village of Raymond, Montgomery County, Illinois Permanent Index # 06-07-459-010

situated in the County of Montgomery, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Prepared By: Beth Wilson Dated this 10th Day of March 2009

Address Beth Wilson
Asst. State's Attorney Mail Future Tax Bills To: Village of Raymond

120 North Main
Hillsboro, IL 62049 P.O. Box 87
Raymond, IL 62560



STATE OF ILLINOIS)
COUNTY OF MONTGOMERY) ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid,
DO HEREBY CERTIFY, that Michael Plunkett



personally known to me to be the same person ... whose name ... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ... he ... signed, sealed and delivered the said instrument as Free and voluntary act, for the use and purposes therein set forth, including the release and waiver of the right of Homestead.
Given under my hand and seal, this 10 day of March A.D., 2009

Christine A. Daniels
Notary Public

NOTARY
SEAL
HERE

STATE OF ILLINOIS)
COUNTY OF MONTGOMERY) ss.

I, the undersigned, a Notary Public, in and for said County and State aforesaid,
DO HEREBY CERTIFY, that Michael P. Blunkett



NOTARY
SEAL
HERE

personally known to me to be the same person ... whose name ... subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that ... he ... signed,
sealed and delivered the said instrument as Free and voluntary act, for the use
and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and seal, this 10th day of March A.D., 2009.

Christine A. Daniels
Notary Public

For use in Montgomery County, Can be procured from Recorder	WARRANTY DEED STATUTORY FORM	FROM	TO	STATE OF ILLINOIS) Montgomery County)	Filed for record	Hour of _____ o'clock _____ M	Recorded in book _____ of _____ page	Recorder	Mail to _____
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THIS IS A LEGAL DOCUMENT - DIRECT ANY QUESTIONS TO PRIVATE LEGAL COUNSEL

PLAT ACT - AFFIDAVIT

TO BE FILED WITH ANY TRANSFERS OF LAND DOCUMENTS RECORDED WITH THE COUNTY CLERK/RECORDER OF MONTGOMERY COUNTY

765 ILCS 205/1 States in part:

"WHENEVER the owner of land subdivides it into two or more parts, any of which is less than five acres, he must have it surveyed and a Subdivision plat thereof made by an Illinois Registered Land Surveyor." Therefore, before a transfer document is accepted for recording in Montgomery County, IL, this affidavit must be signed and presented with the transfer document.

State of Illinois) SS.
County of Montgomery)

Affiant is (agent for) (an officer of) (one of) the grantor(s) in a (deed) (lease) (contract) transferring interest in the real estate described in the accompanying document. Affiant further states this transfer is exempt and not in violation of the Illinois Plat Act, 765 ILCS 205/1, for one of the following reasons: (Except as provided in sub-section (c) of this Section, the provisions of this Act do not apply and no subdivision plat is required in any of the following instances):

(CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DOCUMENT.)

- 1. Not a division of land (parcel already has an existing county real estate tax identification number)
- 2. The division or subdivision of land into parcel or tracts of five acres or more in size which does not involve any new streets or easements of access;
- 3. The division of lots or blocks of less than one acre in any recorded subdivision, which does not involve any new streets or easements of access;
- 4. The sale or exchange of parcels of land between owners of adjoining and/or contiguous land;
- 5. The conveyance of parcel of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments to the vacation of land impressed with a public use;
- 8. Conveyances made to correct descriptions in prior conveyances;
- 9. The sale or exchange of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- 10. The sale of a single lot of less than five acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

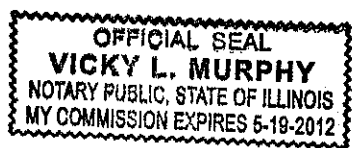
(CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED TRANSFER DOCUMENT BEFORE RECORDING THE TRANSFER DOCUMENT IN MONTGOMERY COUNTY, IL.)

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Montgomery County, Illinois, to accept the attached transfer document for recording.

Sandy Luthers
Affiant Signature

Subscribed and Sworn to before me this 10th day of March, 2009.

Vicky L. Murphy
Notary Public



Subject to any County and City zoning ordinances. Check the following if it applies:
 Plat Act Approval is not required because parcel is located wholly within municipal limits of _____ which does not require Plat Act compliance.

Affiant Signature

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

This Intergovernmental Agreement ("AGREEMENT") is made and entered into between Montgomery County, an Illinois County, acting by and through its County Board ("COUNTY"), and the City of Litchfield, an Illinois Municipal Corporation, acting by and through its City Council ("CITY").

RECITALS

WHEREAS, the COUNTY and CITY are public agencies within the meaning of such term in the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, Montgomery county was included in a Gubernatorial Proclamation as a disaster area due to the severe storms with continual heavy rainfall beginning September 13, 2008 which resulted in flash flooding causing damage to infrastructures; and

WHEREAS, damage occurred to the spillway, dam, roadway embankment, road, bridge and other ancillary components at Walton Park Lake due to heavy rains causing the dam to overtop and washout adjacent the spillway and bridge; and

WHEREAS, the CITY has ownership and maintains the park, lake, dam and spillway; and

WHEREAS, the CITY dedicated Right Of Way for Public Road Purposes to the COUNTY consisting of a seventy (70) foot wide strip centered about County Highway 13, F.A.U. 8243, Niemanville Trail as it crosses the dam and spillway; and

WHEREAS, County Highway 13 was immediately, and continues to be, closed to traffic due to undermining of the pavement; and

WHEREAS, the COUNTY and CITY jointly propose to repair the damages caused by the severe storms as described above; and

WHEREAS, the Federal Highway Administration ("FHWA") has agreed to participate in funding a portion of the cost of repairs.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The repairs are to be designated as Section 09-00134-00-DR and shall be constructed in accordance with plans prepared under the supervision of the County Engineer and approved by the Illinois Department of Transportation ("IDOT") and in accordance with IDOT's policies and procedures approved and/or required by the FHWA.

2. The COUNTY and CITY agree to share equally the Local Agency's share of the Total Project Cost as described in the Local Agency Agreement for Federal Participation, including but not limited to Construction, Engineering, Right of Way and Utility costs.
3. The CITY agrees:
 - A. To reimburse the COUNTY for 50% of the Local Agency's share of the project cost for items approved by the FHWA.
 - B. To bill the COUNTY at a rate of 100% for all cost unreimbursed by others incurred prior to this agreement by the CITY for emergency repair work to minimize the extent of damage and protect the remaining facilities as it pertains to this repair project and approved by the FHWA to be reimbursed at a rate of 100%.
 - C. To pay 100% of any CITY requested project costs which exceed the FHWA's approved scope of work.
 - D. To accept jurisdiction and maintenance in its entirety of a portion of County Highway 13 (F.A.U. 8243) starting at 1.06 miles south of Illinois Route 16 and running south for 0.70 miles as measured along the roadway and terminating at the southern boundary of the City of Litchfield. This acceptance includes Structure Number 068-3232.
4. The COUNTY agrees:
 - A. To provide for an engineering consultant to perform the preliminary engineering of said repairs.
 - B. To hold a letting and to award the contract according to the policies of IDOT.
 - C. To provide for an engineering consultant to perform construction observation during construction of the proposed repair and to keep a record of all quantities used on the project for payment to the contractor.
 - D. To pay 50% and bill the CITY for 50% of the Local Agency's share of the project cost for items approved by the FHWA.
 - E. To reimburse the CITY at a rate of 100% for all cost incurred prior to this agreement by the CITY for emergency repair work to minimize the extent of damage and protect the remaining facilities as it pertains to this repair project and approved by the FHWA to be reimbursed at a rate of 100%.
 - F. To pay 100% of any COUNTY requested project costs which exceed the FHWA's approved scope of work.
 - G. To transfer jurisdiction and maintenance to the City of Litchfield of a portion of County Highway 13 (F.A.U. 8243) starting at 1.06 miles south of Illinois Route 16 and running south for 0.70 miles as measured along the roadway and terminating at the southern boundary of the City of Litchfield. This transfer includes Structure Number 068-3232.

IN WITNESS THEREOF, the parties have caused this AGREEMENT to be executed.

EXECUTED BY MONTGOMERY COUNTY

ATTEST:

By: Sandy Luthersan
County Clerk

Date: 3-10-09

By: Michael Blankett
County Board Chairman

Date: 3-10-09

(SEAL)

EXECUTED BY THE CITY OF LITCHFIELD

ATTEST:


By: Marilyn Schutte
City Clerk

Date: 3-6-09

By: [Signature]
Mayor

Date: 3-6-09

(SEAL)

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Montgomery County	State Contract	Day Labor	Local Contract	RR Force Account
	Section 09-00134-00-DR	Fund Type	ITEP Number <i>copy</i>		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Walton Park Bridge Route CH-13 Length 0.70 miles
 Mini Road and Bridge crossing the dam and spillway of Walton Park Lake.

Current Jurisdiction Montgomery County Existing Structure No 068-3232

Project Description

Repairs to embankment, roadway, dam and spillway.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	()	()	()	()	()	()	()
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	104,000	80	()	()	26,000	20	130,000
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
	\$ 104,000		\$		\$ 26,000		\$ 130,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share \$130,000 _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
 Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
 The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
 - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mike Plunkett

Title Montgomery County Board Chairman
County Board Chairperson/Mayor/Village President/etc.

Signature *Michael Plunkett*

Date March 10, 2009

TIN Number 37-600-1661

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Secretary of Transportation

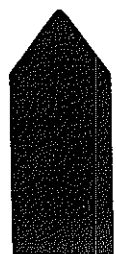
Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

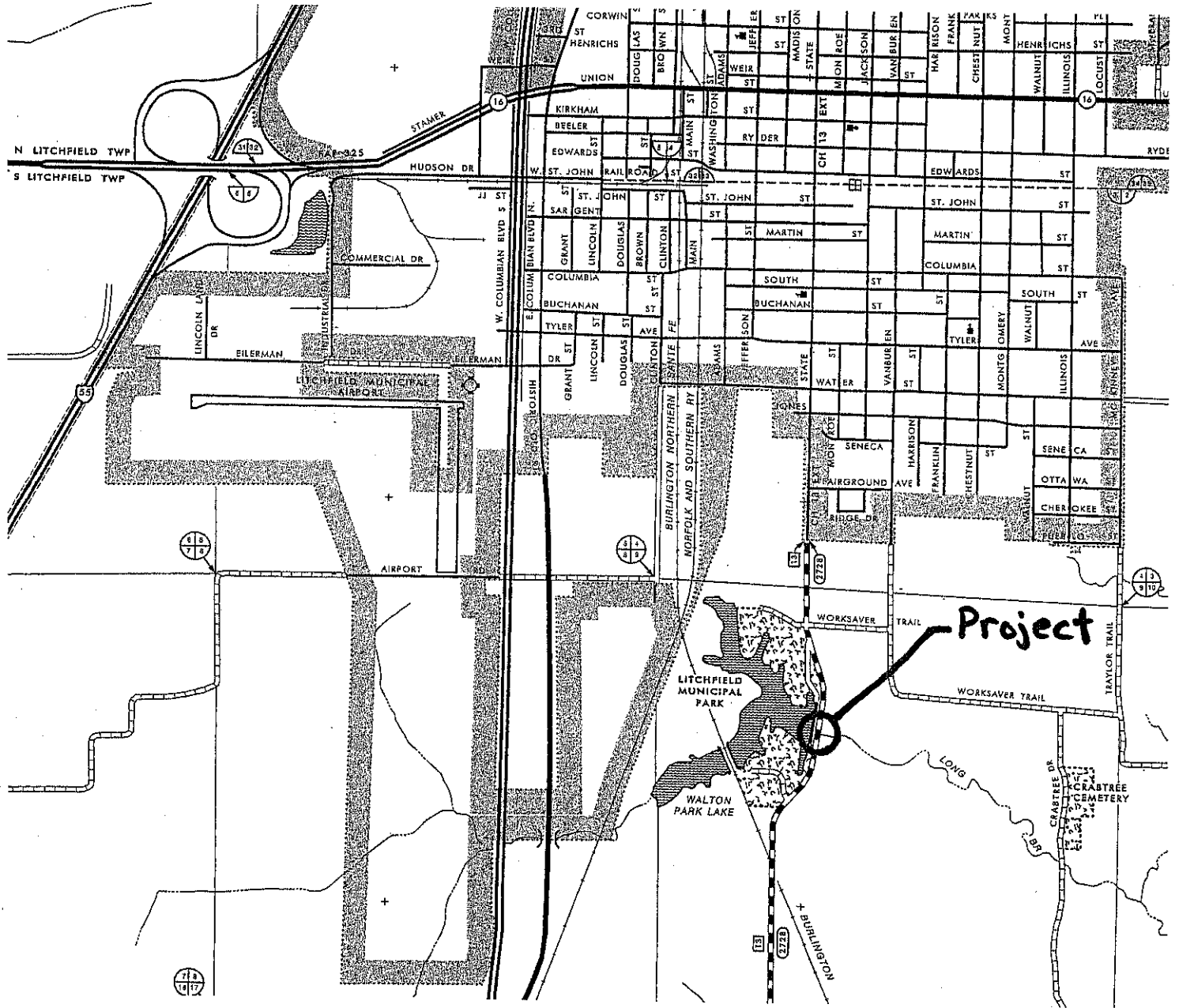
Ann L. Schneider, Director of Finance and Administration


NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.





City of Litchfield, IL



Local Agency Montgomery County	LOCAL AGENCY	 Illinois Department of Transportation 8007 9 PAGE 120	Consultant Crawford, Murphy & Tilly, Inc.
County Montgomery			Address 2750 West Washington
Section 09-00134-00-DR			City Springfield
Project No.			State Illinois
Job No.			Zip Code 62702
Contact Name/Phone/E-mail Address Ruben Boehler, County Engineer 217-532-6109 r.boehler@gmail.com		Preliminary Engineering Services Agreement For Federal Participation	Contact Name/Phone/E-mail Address Edward LaBelle (217) 787-8050 elabelle@cmtengr.com

THIS AGREEMENT is made and entered into this 10th day of March, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Niemanville Trail – Flood Damage Repair Route 8243 Length 244 ft Structure No. 0683232

Termini From 100 feet north of north abutment to 100 feet from south abutment of bridge

Description Repairs to roadway due to damages resulting from flood in September 2008.

Agreement Provisions

1. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 270 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for 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 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.
 - 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 the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. 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.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- Design and/or approve cofferdams and superstructure shop drawings.
- Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- Make 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 Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- 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.
- 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.
- 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 Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- Furnish the LA with survey and drafts in quadruplicate 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.

II. THE LA AGREES,

8004

9 PAGE 122

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
IHDC = In House Direct Costs
OH = Consultant Firm's Actual Overhead Factor
R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- 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 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 minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, 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 shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – 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 the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, 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 shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. 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 or limitation as to their use.
3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements 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.

- 1
- 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. 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. 81107 9 2009 123
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
 6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
 7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
 9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
 - c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
 - f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

8007

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Prime Consultant:	TIN Number	Agreement Amount
Crawford, Murphy & Tilly, Inc.	37-0844662	\$116,465
Sub-Consultants:		
Sub-Consultants:	TIN Number	Agreement Amount
Hanson Professional Services	37-0844717	\$13,500
Sub-Consultant Total:		\$13,500
Prime Consultant Total:		\$116,465
Total for all Work:		\$129,965

Executed by the LA:

Montgomery County

(Municipality/Township/County)

ATTEST:

By: *Sandy Lathuier*
Montgomery County Clerk

By: *Michael S. Pickett*
 Title: Montgomery County Board Chairman

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: *Erin A. Cook*
 Title: Group Manager, Water/wastewater Services

Crawford, Murphy & Tilly, Inc.

By: *James D. Fiedler*
 Title: Vice-President

EXHIBIT A

COST ESTIMATE OF CONSULTANT SERVICES



Cost Estimate of
Consultant Services
(CPFF)

FIRM CRAWFORD, MURPHY AND TILLY, INC.
 ROUTE NIEMANVILLE TRAIL
 SECTION 09-00134-00-DR
 COUNTY MONTGOMERY COUNTY
 JOB NO. _____
 PTB N/A

DATE 3/4/2009
 OVERHEAD RATE 154.82%
 COMPLEXITY FACTOR 0

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFITS (C)	FIXED FEE (D)	DIRECT COSTS (E)	SERVICE BY OTHERS (F)	TOTAL (B - F)	% OF GRAND TOTAL
PE II - DESIGN ENGINEERING								
SITE SURVEY & HYDROLOGIC & HYDRAULIC ANALYSIS	172	\$5,229	\$8,096	\$1,932	\$303	\$0	\$15,560	11.97%
DAM BREACH ANALYSIS AND EAP	104	\$2,983	\$4,618	\$433	\$240	\$0	\$8,274	6.37%
SOIL BORINGS AND SLOPE STABILITY ANALYSIS	28	\$995	\$1,540	\$144	\$0	\$13,500	\$16,179	12.45%
PROJECT DEVELOPMENT REPORT	114	\$3,475	\$5,380	\$504	\$240	\$0	\$9,598	7.39%
PRELIMINARY PLANS	675	\$22,410	\$34,695	\$3,249	\$489	\$0	\$60,844	46.82%
FINAL PLANS	104	\$3,396	\$5,260	\$1,255	\$663	\$0	\$10,576	8.14%
APPLICATION FOR WATERWAYS CONSTRUCTION PERMIT	28	\$954	\$1,477	\$353	\$0	\$0	\$2,784	2.14%
ADMINISTRATION/ PROJECT MANAGEMENT	40	\$2,108	\$3,263	\$779	\$0	\$0	\$6,149	4.73%
SUBTOTAL	1265	\$41,551	\$64,329	\$8,649	\$1,935	\$13,500	\$129,965	100.00%
PE III - CONSTRUCTION ENGINEERING (NOT INCLUDED)								
CONSTRUCTION PHASE SERVICES	0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
SUBTOTAL	0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
TOTALS	1265	\$41,551	\$64,329	\$8,649	\$1,935	\$13,500	\$129,965	100.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB NO.

CRAWFORD, MURPHY AND TILLY, INC. DATE 03/04/09
PRIME AGREEMENT
N/A

ESCALATION FACTOR

0.00%

CLASSIFICATION	JANUARY 2009 RATES	ESCALATED RATE
PRINCIPAL	\$65.23	\$65.23
SENIOR PROJECT ENGINEER	\$52.69	\$52.69
PROJECT ENGINEER / MANAGER	\$41.06	\$41.06
SENIOR ENGINEER	\$32.45	\$32.45
SENIOR TECHNICAL MANAGER	\$37.89	\$37.89
ENGINEER	\$26.63	\$26.63
PLANNER	\$21.80	\$21.80
REGISTERED LAND SURVEYOR	\$35.63	\$35.63
SENIOR TECHNICIAN	\$30.96	\$30.96
TECHNICIAN	\$22.71	\$22.71
TECHNICAL ASSISTANT	\$17.78	\$17.78
CLERICAL/WORD PROCESSOR	\$18.47	\$18.47

AVERAGE HOURLY PROJECT RATE

FIRM **CRAWFORD, MURPHY AND TILLY, INC.**
 PTB **N/A**
 PRIME/SUPPLEMENT **PRIME AGREEMENT**

DATE **03/04/09**
 SHEET **1** OF **1**

PAYROLL CLASSIFICATION	2009 AVG HOURLY RATES	HYDRAULIC ANALYSIS			DAM BREACH ANALYSIS & EAP			SOIL BORINGS AND SLOPE STABILITY ANALYSIS			PROJECT DEVELOPMENT REPORT			PRELIM PLANS			FINAL PLANS			WATERWAYS PERMIT APPLICATION			ADMINISTRATION/PROJECT MANAGEMENT			
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
PRINCIPAL	65.23																									
SENIOR PROJECT ENGINEER	52.69	16	9.30%	4.90	8	7.69%	4.05	8	28.57%	15.05	4	3.51%	1.85	48	7.11%	3.75	8	7.69%	4.05	8	28.57%	15.05	40	#####	52.69	
PROJECT ENGINEER / MANAGER	41.06										16	14.04%	5.76	143	21.19%	8.70	24	23.08%	9.48							
SENIOR ENGINEER	32.45																									
SENIOR TECHNICAL MANAGER	37.89																									
ENGINEER	29.63	76	44.19%	11.77	72	69.23%	18.44	4	14.29%	3.80	70	61.40%	16.35	156	23.11%	6.15	32	30.77%	8.19	20	71.43%	19.02				
PLANNER	21.80																									
REGISTERED LAND SURVEYOR	35.63	32	18.60%	6.63																						
SENIOR TECHNICIAN	30.96	16	9.30%	2.88	12	11.54%	3.57	8	28.57%	10.18	24	21.05%	6.62	304	45.04%	13.94	32	30.77%	5.53							
TECHNICIAN	22.71	32	18.60%	4.23	12	11.54%	2.62	8	28.57%	6.49																
TECHNICAL ASSISTANT	17.78																									
CLERICAL/WORD PROCESSOR	18.47																									
TOTALS		172	100%	\$30.40	104	100%	\$28.68	28	100%	\$35.53	114	100%	\$30.48	675	100%	\$33.20	104	100%	\$32.67	28	100%	\$34.08	40	100%	\$52.69	

**MONTGOMERY COUNTY - NIEMANVILLE TRAIL
PRELIMINARY ENGINEERING
PERSON-HOUR ESTIMATE FOR
CONSULTANT SERVICES**

PREPARED BY: TL DATE: 3/4/2009

ROUTE: Niemanville Trail

REVIEWED BY: TL/SPH DATE: 3/4/2009

SECTION: 09-00134-00-DR

COUNTY: MONTGOMERY

JOB NO.

PSB NO. N/A

ITEM

HOURS

PE II - DESIGN ENGINEERING

SITE SURVEY & HYDROLOGIC & HYDRAULIC ANALYSIS

172

DAM BREACH ANALYSIS AND EAP

104

SOIL BORINGS AND SLOPE STABILITY ANALYSIS

28

PROJECT DEVELOPMENT REPORT

114

PREFINAL PLANS

675

FINAL PLANS

104

APPLICATION FOR WATERWAYS CONSTRUCTION PERMIT

28

ADMINISTRATION/ PROJECT MANAGEMENT

40

SUBTOTAL 1265

PE III - CONSTRUCTION ENGINEERING (NOT INCLUDED)

CONSTRUCTION PHASE SERVICES

0

SUBTOTAL 0

TOTAL 1265

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION	HOURS
PE II - DESIGN ENGINEERING	
SITE SURVEY & HYDROLOGIC & HYDRAULIC ANALYSIS	
1. ENGINEER'S SITE VISIT	12
2. SITE SURVEY OF DAM AND DOWNSTREAM AREA FOR EXISTING CONDITIONS	64
3. INITIAL EVALUATION OF DOWNSTREAM HAZARD CLASS	8
4. ESTABLISH SPILLWAY DESIGN FLOOD	8
5. DEVELOP HYDROLOGIC & HYDRAULIC PARAMETERS OF EXISTING, RUN MODEL	32
6. PREPARE CONCEPTUAL DESIGN OF PRINCIPAL SPILLWAY	16
7. DEVELOP HYDRAULIC PARAMETERS AND RUN MODEL FOR PROPOSED CONDITION	16
8. MODIFY PARAMETERS AND RUN COMPUTER MODEL AS REQUIRED	16
ITEM TOTAL:	172
DAM BREACH ANALYSIS AND EAP	
1. ESTABLISH REQUIREMENTS FROM IDNR REGULATIONS	8
2. PREPARE FLOODPLAIN CROSS SECTIONS DOWNSTREAM OF DAM	24
3. DEVELOP HYDROLOGIC AND HYDRAULIC PARAMETERS AND RUN MODEL	24
4. CONFIRM OR REVISE D/S HAZARD CLASS. RUN COMPUTER MODEL AS REQUIRED.	16
5. PREPARE EXHIBIT OF BREACH ZONE	16
6. PREPARE EMERGENCY ACTION PLAN	16
ITEM TOTAL:	104
SOIL BORINGS AND SLOPE STABILITY ANALYSIS	
1. COORDINATE WITH SOIL SUBCONSULTANT	8
2. STAKE SOIL BORING LOCATIONS	16
3. REVIEW SOILS REPORT AND SLOPE STABILITY ANALYSIS	4
ITEM TOTAL:	28
PROJECT DEVELOPMENT REPORT	
1. IDOT BLR FORM 5250 - GROUP II CATEGORICAL EXCLUSION	
1. APPROVAL FORM	2
2. LOCATIONS AND EXISTING CONDITIONS	4
3. PROPOSED IMPROVEMENTS	40
4. ACCIDENT ANALYSIS	0
5. RIGHT OF WAY	0
6. PRIME FARMLAND (COORDINATION WITH IDOA)	0
7. FLOODPLAIN ENCROACHMENT	4
8. NATIONWIDE (404) PERMIT 14, IDNR PERMIT, IEPA PERMIT	8
9. ENVIRONMENTAL SURVEY	8
10. SECTION 4(F) LANDS	0
11. AIR QUALITY	0
12. NOISE	0
13. MAINTENANCE OF TRAFFIC	4
14. PUBLIC INVOLVEMENT	0
15. ICC INVOLVEMENT	0
16. EXHIBITS / ATTACHMENTS	24
17. PRINT, BIND AND DISTRIBUTE FOR REVIEW	4
18. REVISIONS PER IDOT INTERBUREAU REVIEWS	8
19. FINAL REPORTS	8
ITEM TOTAL:	114

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION		HOURS
PREFINAL PLANS		
A. PREFINAL DRAWINGS		
1. S.N. 084-6001 CARRYING WASHINGTON STREET OVER THE JACKSONVILLE BRANCH		
	# OF SHEETS	
a.	COVER SHEET	8
b.	SUMMARY OF QUANTITIES, GENERAL NOTES & LEGEND	8
c.	TYPICAL SECTIONS AND QUANTITY SCHEDULES	16
d.	EXISTING SITE PLAN & CLEARING LIMITS	24
e.	STAGE CONSTRUCTION AND TRAFFIC CONTROL DETAILS	16
f.	BRIDGE RAIL AND DECK REMOVAL AND REPLACEMENT	40
g.	REMOVAL WORK	24
h.	SITE PLAN PRINCIPAL SPILLWAY, DIVERSION & DRAWDOWN PIPE	72
g.	DAM SLOPE MODIFICATIONS	43
h.	ROAD RESTORATION	16
i.	OUTLET CHANNEL RESTORATION AND SECTIONS	56
j.	EROSION CONTROL PLAN AND DETAILS	28
k.	PRINCIPAL SPILLWAY STRUCTURAL	252
ITEM TOTAL:		26
B. PREPARE QUANTITIES AND COMPUTATIONS		
C. PRELIMINARY BID BOOKLET & ROADWAY SPECIFICATIONS		
D. PRELIMINARY ESTIMATES		
ITEM TOTAL:		675
FINAL PLANS		
A. REVISIONS PER CITY, IDNR AND IDOT REVIEWS		
B. REVISIONS PER CMT QUALITY ASSURANCE REVIEWS		
C. FINAL QUANTITY COMPUTATIONS AND CHECKING		
D. SCHEDULE OF QUANTITIES		
E. FINAL BID BOOKLET & PROJECT SPECIFICATIONS		
F. FINAL ESTIMATES		
ITEM TOTAL:		104

Copy



Illinois Department of Transportation

Local Agency Agreement for Jurisdictional Transfer

Table with 2 columns: Local Agency No. 1 (Conveyor) and Local Agency No. 2 (Recipient). Rows include Municipality, Township/Road District, and County.

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Co. Highway 13, Niemanville Trail Route FAU 8243 Length 0.70 miles
Termini Starting at 1.06 miles south of IL Rte. 16 and terminating at the southern boundary of the City of Litchfield, in its entirety.

This transfer [X] does [] does not include Structure No. 068-3232

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

[] upon IDOT approval [X] 0 calendar days after Final Inspection

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement. Supplement Location Map & Intergovernmental Agreement

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Mike Plunkett

Name Thomas Jones

Title Montgomery County Board Chairman Chairman County Board/Mayor/Village President/etc.

Title City of Litchfield Mayor Chairman County Board/Mayor/Village President/etc.

Signature [Signature]

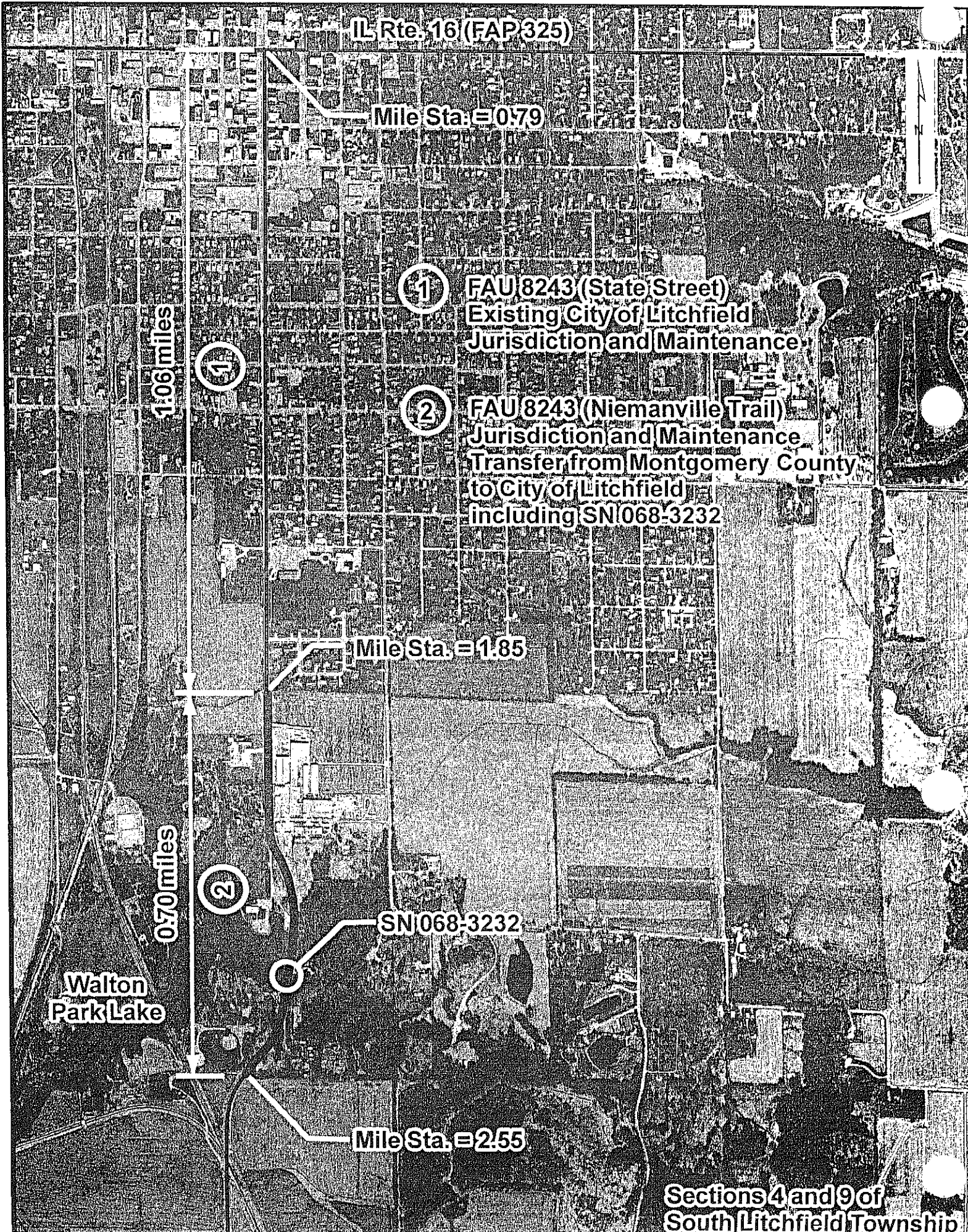
Signature [Signature]

APPROVED

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION By:

Director of Highways

Date



IL Rte. 16 (FAP 325)

Mile Sta. = 0.79

1.06 miles

1

1

FAU 8243 (State Street)
Existing City of Litchfield
Jurisdiction and Maintenance

2

FAU 8243 (Niemanville Trail)
Jurisdiction and Maintenance
Transfer from Montgomery County
to City of Litchfield
including SN 068-3232

Mile Sta. = 1.85

0.70 miles

2

SN 068-3232

Walton
Park Lake

Mile Sta. = 2.55

Sections 4 and 9 of
South Litchfield Township

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #09-09

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

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

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

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

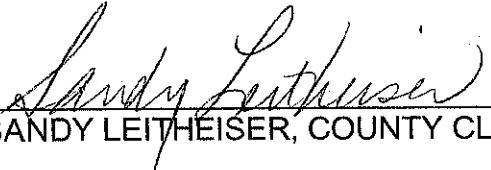
WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1073 B-CA SN 068-5050	Montgomery County	100 %	120,000

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

Approved and adopted by the Montgomery County Board this 10th day of March, 2009.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



OFFICE OF THE ILLINOIS STATE FIRE MARSHAL
Division of Petroleum and Chemical Safety
 1035 Stevenson Drive
 Springfield, Illinois 62703-4259
 (217)785-1020 or (217)785-5878

January 12, 2009

Montgomery County Hwy Dept
 1215 Seymour Ave
 Hillsboro, IL 62049

Re: Financial Responsibility
 OSFM Facility # 5-003751
 Montgomery County Hwy Dept
 1215 Seymour Ave
 Hillsboro, Montgomery Co., IL

Dear Tank Owner:

The Office of the Illinois State Fire Marshal, Division of Petroleum and Chemical Safety is requesting information regarding financial assurance that is being maintained by owners or operators for underground storage tanks they currently own. Section 170.720 of the Office of the State Fire Marshal rules and regulations states that each owner or operator shall maintain financial responsibility in the sum of \$20,000, regardless of the number of USTs or facilities owned or operated. This \$20,000 shall be comprised as follows:

- a) \$10,000 for corrective action; and
- b) \$10,000 for third-party liability for bodily injury or property damage (for definitions of "bodily injury" or "property damage", see 415 ILCS 5/57.2).

Please indicate below the type of financial assurance that you as the owner/operator are maintaining for the underground storage tanks at the above-referenced facility.

Type of Financial Assurance I Have For My Underground Storage Tanks:

<input type="checkbox"/> Commercial or private insurance, including risk retention groups	<input type="checkbox"/> Letter of Credit (40 CFR 280.99, incorporated by Reference in Section 170.705)
<input type="checkbox"/> Self-insurance (40 CFR 280.95, incorporated by reference in Section 170.705), if there is a net worth of at least \$200,000	<input type="checkbox"/> Certificate of Deposit
<input type="checkbox"/> Guarantee (40 CFR 280.96, incorporated by Reference in Section 170.705)	<input checked="" type="checkbox"/> Designated Savings Account
<input type="checkbox"/> Surety Bond (40 CFR 280.98, incorporated by Reference in Section 170.705)	<input type="checkbox"/> Any combination of the above mechanisms (must specify combination being used)

Mike Plunkett
 Signature of Owner/Operator

Mike Plunkett
 Print Name

3-10-2009
 Date

Please sign, date and return this completed form to our Springfield office. Illinois Administrative Code 170.740(c) requires owners or operators provide this information annually to the Office of the State Fire Marshal. If you have any questions regarding this matter, please contact our office at (217) 785-1020.

Sincerely,

Office of the Illinois State Fire Marshal
 Division of Petroleum & Chemical Safety

**ILLINOIS EMERGENCY MANAGEMENT AGENCY
STATE-LOCAL HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT AGREEMENT for PLANNING (FEMA-DR-1681-IL)
Fiscal Years 2009- 2010 (Date of Execution -June 30, 2010)**

This Grant Agreement between the Illinois Emergency Management Agency (the IEMA/Grantee) and the Montgomery County Highway Department (the Subgrantee), Federal Taxpayer Identification Number 37-6001661 shall be effective on the date signed by the IEMA. It shall apply to all HMGP assistance provided by the Federal Emergency Management Agency (FEMA) through the IEMA to the Subgrantee.

Be it resolved by the Subgrantee, that the individual named below

Ruben Boehler, County Engineer

has the legal authority and is hereby authorized to execute documents for and in behalf of the Subgrantee, an eligible jurisdiction as determined by the Federal Emergency Management Agency. The purpose of this designation is so that the individual whose name appears above will be the authorized representative for obtaining Federal or State Hazard Mitigation Grant Program funds.

The Subgrantee hereby assures and certifies that the project will comply with the State of Illinois and the Federal Emergency Management Agency regulations. Also, the Subgrantee gives assurance and certifies with respect to and as a condition for the grant that the following provisions will be adhered to:

FINANCIAL INFORMATION AND REQUIREMENTS

1. This Grant Agreement in the amount of \$26,695 will serve as the contract between the IEMA and the Subgrantee for the purpose of developing an approved and adopted DMA2K plan. This amount represents the 75 percent Federal share of the cost of the **planning** initiative.

Total estimated cost of incorporating the mitigation planning is \$ 35,593.00 .
Total IEMA share is \$26,695.

2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving HMGP funds.
3. The Subgrantee is aware that the HMGP requires cost-sharing on the basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions and that the Subgrantee is required to provide and/or secure the full non-Federal share for mitigation activities.



4. The funds requested for this project shall not and will not duplicate benefits received for the same loss from any other funds. (This item is not applicable for planning contracts.)
5. This Grant Agreement may be amended by the Grantee as required because of:
changes in State laws or regulations;
an extension in the term;
an increase in the amount; and/or
any other provision requiring a modification.
6. The Subgrantee may send a written request for a portion of the total contract amount shown in Item 1 upon the following conditions:
 - a) this Grant Agreement is signed by the Subgrantee and the IEMA;
 - b) the Subgrantee will spend the funds requested within a twenty-day period after receipt of the funds from the IEMA. Additional funds may be drawn down upon request from the authorized representative based on need and the ability to spend within a twenty day period.
 - c) a jurisdiction cannot receive more than 75% of the Federal share of the funds until the plan is completed and submitted to FEMA;
 - d) a jurisdiction cannot receive more than 90% of the Federal share of the funds until the plan is approved by FEMA and adopted by the local jurisdiction.
7. In the event that the applicant fails to expend or is over advanced HMGP funds, the Governor's Authorized Representative reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.

REQUIREMENTS FOR ALL HAZARD MITIGATION PROJECTS

8. The Subgrantee agrees to maintain good standing in the National Flood Insurance Program (NFIP).
9. The Subgrantee will use these funds to develop a Disaster Mitigation Act of 2000 compliant Mitigation Plan approved by FEMA and adopted by the community. IEMA and FEMA retain statutory rights to use and to authorize others to use the plan document.
10. The Subgrantee will begin the project work within 30 days of the approval of the Grant Agreement and complete all items of work within two years unless an exception is granted, extending the time with an amendment to this Agreement.
11. The Subgrantee will comply with all applicable ordinances, codes and standards as pertains to this HMGP project and agrees to provide maintenance as appropriate.
12. The IEMA reserves the right to review all contracts, and documents related to the HMGP funds. The IEMA reserves the right to disallow any expenditures that are deemed

ineligible, unreasonable, and/or excessive. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subgrantee shall be responsible for repayment of such costs.

- 13. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of the PDM projects.
- 14. The Subgrantee will not enter into any contract with any party which is debarred or suspended from participating in Federal assistance programs.
- 15. The authorized representative will be required to submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, June 15, and October 15). Said report will include the status of the project, anticipated completion date, and financial information.
- 16. A final report covering all aspects of the project will be prepared for the Subgrantee.
- 17. The Subgrantee will have a single audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," when expending \$500,000 or more in Federal funds, including Public Assistance, Hazard Mitigation Grant Program (HMGP) and PDM funds during a fiscal year.
- 18. The Subgrantee is required to submit a copy of each report as a result of an audit to the State Hazard Mitigation Officer, for each fiscal year where \$500,000 or more in Federal funds were expended, beginning the fiscal year of this grant agreement and ending the fiscal year of the final reimbursement.
- 19. The Subgrantee will be responsible for timely action in resolving any audit finding and/or questioned project costs. The Subgrantee will return to the IEMA, within 15 days of such request by the Chief Fiscal Officer, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.

REQUIREMENTS FOR ACQUISITION AND RELOCATION PROJECTS
 (Items 20-33 are not required for this Contract)

REQUIREMENTS FOR ALL STATE CONTRACTS

- 34. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.
- 35. The Subgrantee is required to sign the enclosed Drug-Free Workplace Certification and return it with this contract.

36. Pursuant to Section 6i. of the Illinois Purchasing Act the Subgrantee shall maintain, for a minimum of 3 years after the completion of the Grant Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Grant Agreement; that the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
37. The Subgrantee will comply with all applicable provisions of Federal and State law and regulation in regard to procurement of goods and services.
38. The Subgrantee will comply with all Federal and State statutes and regulations relating to non-discrimination.
39. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
40. The Subgrantee will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and further comply with provisions of the Davis-Bacon Act also relating to labor standards.
41. The Subgrantee will prohibit employees, contractors, subcontractors for a purpose that is or gives the appearance of 1) using their positions for personal gain of themselves or those with whom they have family business or ties; 2) a conflict of interest; or 3) kickbacks.
42. The Subgrantee and its employees, contractors, and subcontractors shall hold harmless the United States and its agents and employees, the State of Illinois and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the approval of work regardless of whether or not such claim, damage, loss of expense is caused entirely or in part by the United States or the State of Illinois.
43. The Subgrantee shall certify that (a) no Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement. (b) If any funds other than

Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction. (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 44. The Subgrantee shall certify that they are not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State Agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Subgrantee further acknowledges that the contracting State agency may declare this Grant Agreement (contract) void if this certification is false or if the Subgrantee is determined to be delinquent in the payment of any debt during the term of the Grant Agreement.

SIGNATURES

Signature of Subgrantee's Authorized Representative: 

Date Signed: 3-10-2009

Name Typed: Ruben Boehler Title: County Engineer

Subgrantee Jurisdiction: Montgomery County Highway Department

Mailing Address for Disbursements: 1215 Seymour Avenue
Hillsboro, IL 62049-1087

Signature of the Grantee (Illinois Emergency Management Agency):

_____ Date Signed: _____
David L. Smith
Governor's Authorized Representative

_____ Date Signed: _____
Andrew Velasquez III
Director

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: Montgomery County, IL

Taxpayer Identification Number: 37-6001661

Legal Status (Check One):

- Individual
- Owner of Sole Proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Corporation providing or billing medical and/or health care services
- Corporation **NOT** providing or billing medical and/or health care services
- Governmental Entity
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Other _____

Official authorized to sign on behalf of vendor/subgrantee:

By: [Signature]

Title: County Engineer

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no subgrantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that subgrantee or contractor has certified to the State that the subgrantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

(a) Publishing a statement:

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

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the subgrantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Montgomery County Highway
 Printed Name of Organization

[Signature]
 Signature of Authorized Representative

Ruben V. Boehler, County Engineer
 Printed Name and Title

 Requisition/Contract/
 Grant ID Number

3-10-2009
 Date

F I L E D
APR 14 2009

Sandra Leitheiser COUNTY
CLERK

MONTGOMERY COUNTY, ILLINOIS

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

November 30, 2008

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2008

Assessed Valuation

- 1998	\$ <u>273,000,224</u>
- 1999	\$ <u>284,721,319</u>
- 2000	\$ <u>287,958,125</u>
- 2001	\$ <u>299,539,384</u>
- 2002	\$ <u>303,494,475</u>
- 2003	\$ <u>315,341,739</u>
- 2004	\$ <u>306,055,560</u>
- 2005	\$ <u>312,720,676</u>
- 2006	\$ <u>325,357,955</u>
- 2007	\$ <u>347,977,986</u>

General Fund

Excess (deficiency) of revenues over expenditures

11/30/99	\$ <u>125,982</u>	(Does not include transfer from PBC of \$316,328)
11/30/00	\$ <u>374,168</u>	
11/30/01	\$ <u>(64,953)</u>	
11/30/02	\$ <u>(496,972)</u>	
11/30/03	\$ <u>(202,999)</u>	
11/30/04	\$ <u>440,441</u>	
11/30/05	\$ <u>(133,056)</u>	
11/30/06	\$ <u>31,141</u>	
11/30/07	\$ <u>2,439,897</u>	
11/30/08	\$ <u>(454,542)</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2008

General Fund

	<u>2008</u>		<u>2007</u>	
Revenues:				
Property taxes	\$ 665,862	13.12 %	\$ 605,796	8.15 %
Interest and costs	158,547	3.12	714,457	9.61
Sales taxes	985,269	19.41	960,591	12.92
Income	935,322	18.43	861,995	11.60
Replacement, inheritance and real estate	193,177	3.81	210,655	2.83
Fines and fees	1,371,771	27.03	1,518,000	20.42
Miscellaneous	149,031	2.93	2,019,899	27.18
Reimbursed expenses	<u>616,828</u>	<u>12.15</u>	<u>541,085</u>	<u>7.29</u>
Total revenues	<u>5,075,807</u>	<u>100.00 %</u>	<u>7,432,478</u>	<u>100.00 %</u>
Expenditures:				
Building and grounds	552,682	9.83 %	348,323	6.92 %
County Clerk	216,877	3.86	203,878	4.05
Treasurer	206,952	3.68	186,596	3.71
Coroner	113,029	2.01	89,916	1.79
Regional Superintendent	50,848	.90	47,631	.95
Supervisor of Assessments	207,372	3.69	218,771	4.35
Board of Review	32,871	.58	21,507	.43
County Board	106,373	1.89	99,380	1.97
Information system	81,833	1.45	77,145	1.53
Election	186,645	3.32	117,833	2.34
General administration	668,497	11.88	647,311	12.86
Judges	11,292	.20	11,391	.23
State's Attorney	395,250	7.03	390,328	7.76
Circuit Clerk	252,613	4.49	257,370	5.11
Probation	262,917	4.67	244,265	4.85
Public Defender	167,151	2.97	165,681	3.29
Jury	126,307	2.25	155,960	3.10
Sheriff	1,801,005	32.02	1,543,262	30.67
Emergency Services	53,356	.95	51,329	1.02
Ambulance	41,794	.74	48,245	.96
Animal Control	53,170	.95	41,647	.83
Drug Task Force	32,140	.57	55,551	1.10
Economic and infrastructure development	<u>4,078</u>	<u>.07</u>	<u>9,261</u>	<u>.18</u>
Total expenditures	<u>5,625,052</u>	<u>100.00 %</u>	<u>5,032,581</u>	<u>100.00 %</u>
Excess (deficiency) of revenues over expenditures	(549,245)		2,399,897	
Transfers	<u>94,703</u>		<u>40,000</u>	
Net change in fund balance	\$ <u>(454,542)</u>		\$ <u>2,439,897</u>	
Fund Balance, end of year	\$ <u>4,661,098</u>		\$ <u>5,115,640</u>	

MONTGOMERY COUNTY, ILLINOIS

Selected Financial Information
November 30, 2008**Public Health**

	<u>2008</u>		<u>2007</u>	
Revenues:				
Taxes	\$ 352,519	14.15%	\$ 348,679	11.90%
Fees and miscellaneous	313,082	12.57	401,822	13.72
Intergovernmental	1,800,065	72.26	2,115,497	72.22
Interest	<u>25,354</u>	<u>1.02</u>	<u>63,074</u>	<u>2.16</u>
Total revenues	\$ <u>2,491,020</u>	<u>100.00%</u>	\$ <u>2,929,072</u>	<u>100.00%</u>
Expenditures	\$ <u>3,028,189</u>		\$ <u>2,740,643</u>	
Net change	\$ <u>(537,169)</u>		\$ <u>188,429</u>	

County Highway

Revenues	\$ 1,912,267	\$ 2,279,099
Expenditures	<u>1,964,652</u>	<u>1,985,030</u>
Net change	\$ <u>(52,385)</u>	\$ <u>294,069</u>

MONTGOMERY COUNTY RESOLUTION 2009 - 06

RESOLUTION

WHEREAS, pursuant to 730 ILCS 5/5-6-3(g) and 730 ILCS 5/5-6-3.1(g), an offender sentenced to probation, conditional discharge or supervision, who is required to undergo mandatory drug or alcohol testing or placed on electronic monitoring may be ordered to pay all costs incidental to such mandatory drug or alcohol testing and all costs incidental to such electronic monitoring in accordance with the defendant's ability to pay those costs and;

WHEREAS, the Honorable S. Gene Schwarm, Chief Judge of the Fourth Judicial Circuit, in concurrence with the Montgomery County Board, has established reasonable fees for the costs of maintenance, testing and other incidental expense related to the mandatory drug and alcohol testing and electronic monitoring involved in a successful probation program for Montgomery County;

IT IS HEREBY RESOLVED, that the fee for drug and alcohol testing shall not exceed \$20.00 for each field tests performed by the Probation Department. That the fee for drug and alcohol testing shall not exceed \$75.00 for each laboratory test to confirm a positive field test;

IT IS HEREBY FURTHER RESOLVED, that the fee for Electronic Monitoring shall not exceed \$20.00 per day.

Entered this 14th day of April, 2009.

Michael P. [Signature]
Chairman, Montgomery County Board

ATTEST:

[Signature]
Montgomery County Clerk

RESOLUTION 09 - 07**RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM**

- (City of Hillsboro
- (Town of _____
- (County of Montgomery
- (STATE OF ILLINOIS

WHEREAS, Montgomery County Illinois has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, Montgomery County Illinois agrees to the following terms and conditions: to use the surplus property only in the official program which it represents; and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); and it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, Montgomery County Illinois understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;


THEREFORE, WE THE MONTGOMERY COUNTY BOARD of Montgomery County Illinois do hereby consent and decree that Montgomery County is authorized to participate in the State of Illinois Federal Surplus Property Program.

PASSED this 14th day of April, 2009.



MIKE PLUNKETT, COUNTY BOARD CHAIRMAN

ATTEST:



SANDY LEITHEISER, COUNTY CLERK & RECORDER

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #10-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1074 B-CA	Montgomery County	100 %	3,000

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

Approved and adopted by the Montgomery County Board this 14th day of April, 2009.

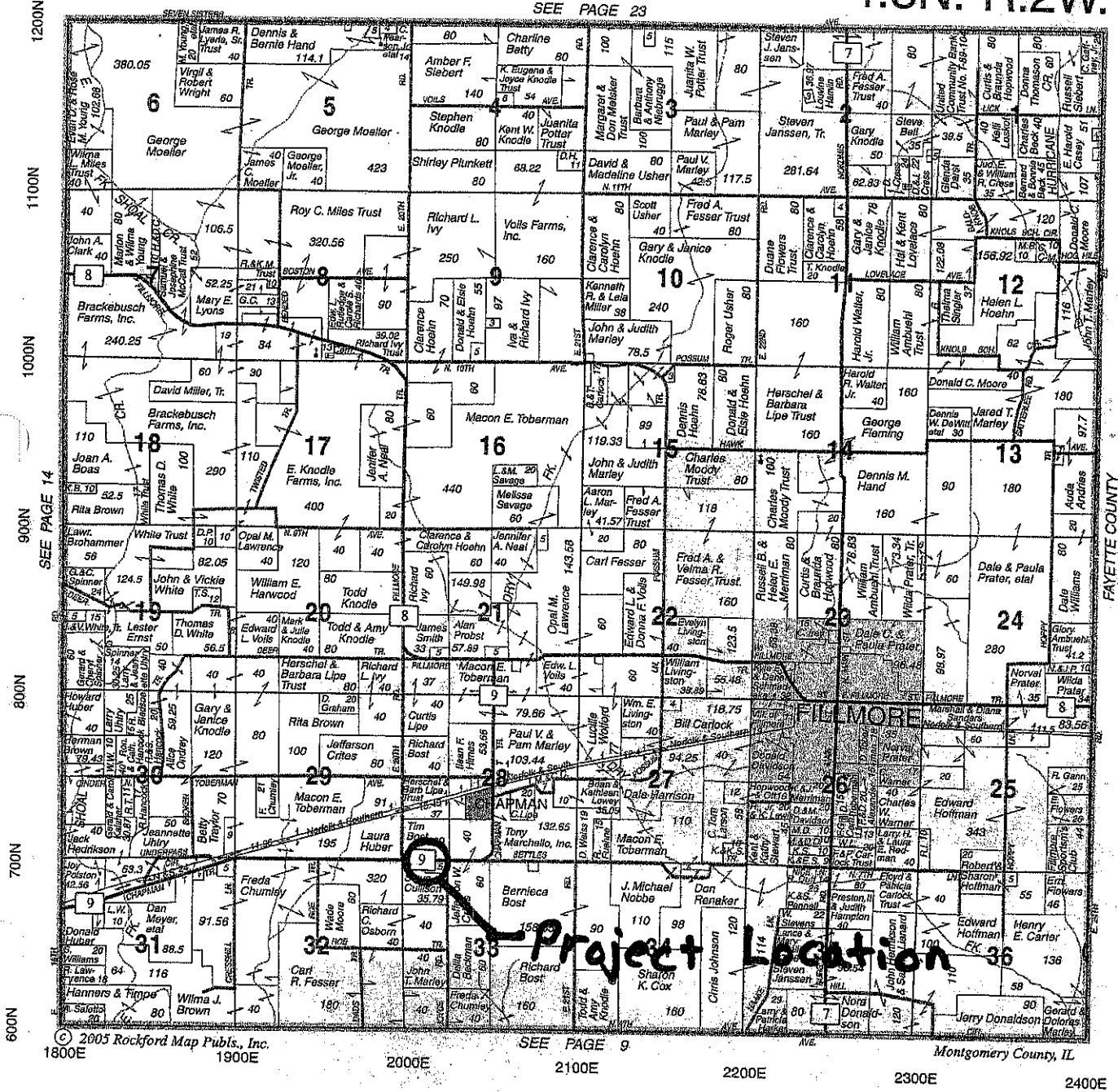

SANDY LETT, COUNTY CLERK

(SEAL)

FILLMORE

T.8N.-R.2W.


SEE PAGE 23



FAYETTE COUNTY

1200N
1100N
1000N
900N
800N
700N
600N

1800E 1900E 2000E 2100E 2200E 2300E 2400E
SEE PAGE 9
Montgomery County, IL



Hillsboro

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Hillsboro, Illinois 62049

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MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #11-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1075 B-CA	Walshville Road District	50 %	3,000
	Montgomery County	50 %	3,000
TOTAL =		100 %	\$ 6,000

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

Approved and adopted by the Montgomery County Board this 14th day of April, 2009.

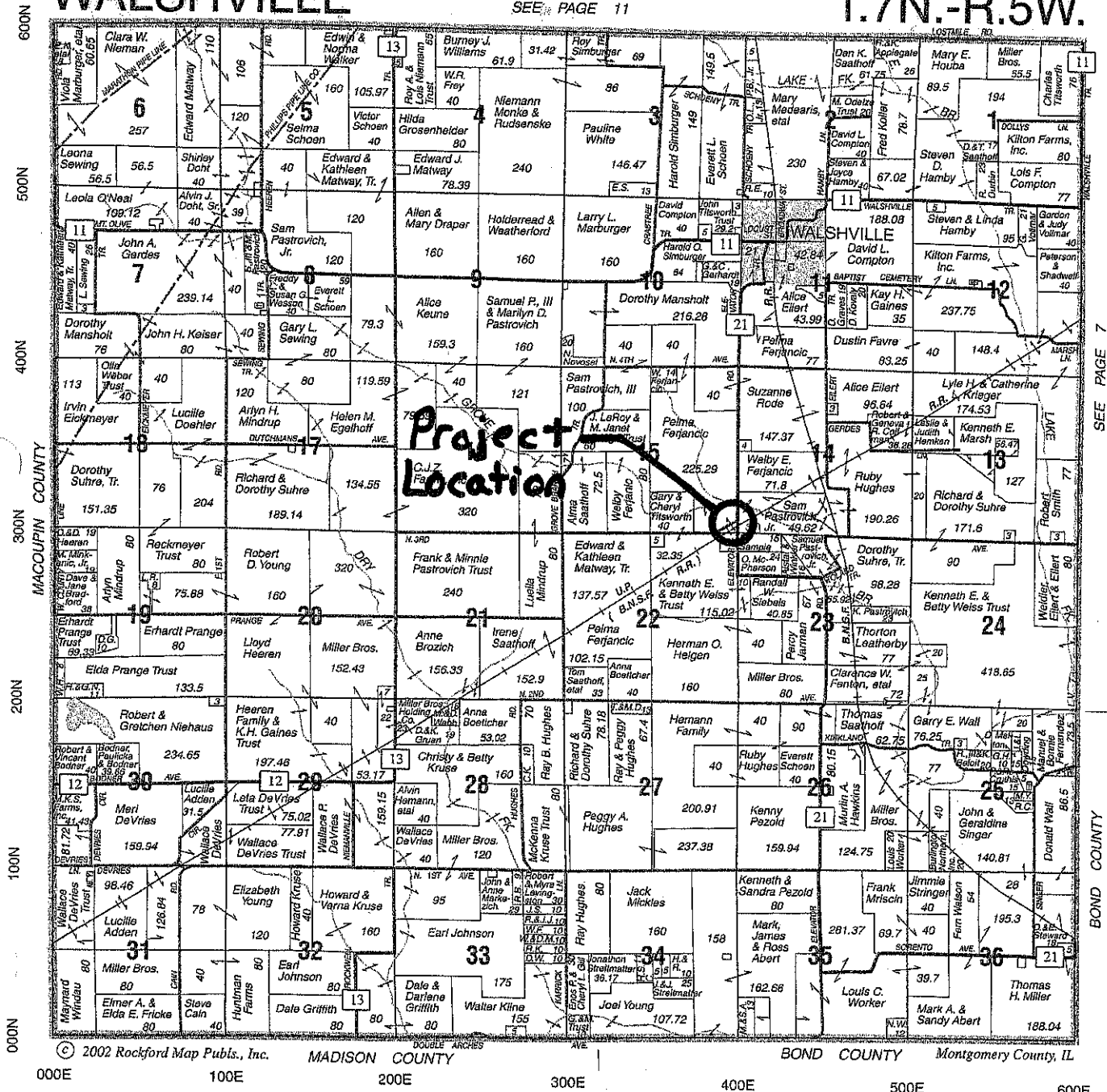

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

WALSHVILLE

SEE PAGE 11

T.7N.-R.5W.



© 2002 Rockford Map Publs., Inc. MADISON COUNTY BOND COUNTY Montgomery County, IL
 000E 100E 200E 300E 400E 500E 600E

SEE PAGE 7
 BOND COUNTY



LOHMAN'S PLUMBING & HEATING

PLUMBER LICENSE NO. 58-71077
 HOT WATER & STEAM HEAT
 (217) 532-6311

JIM & SHARON LOHMAN
 Owners

1801 SCHOOL ST.
 HILLSBORO, IL 62049



Caruthers Excavating & Bulldozing

12870 Caruthers Road • Waverly, Illinois 62692

(217) 435-3491
 (217) 971-1570 (mobile)

TREG CARUTHERS

Local Agency Montgomery County	 Illinois Department of Transportation Economic Development/TARP Agreement	Job Number - Construction
Section 09-00131-00-RS		Job Number - Engineering

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Red Ball Trail, County Highway 9 Route FAS 1746 Length 8,000 ft

Number of TARP Eligible Intersections 2 Lane Miles 3.0

Termini Beginning at IL Route 185 and extending south approx. 1.5 miles to the Ameren Power Plant entrance.

Current Jurisdiction Montgomery County

Project Description

The project includes resurfacing and upgrading County Highway 9 to a Class III, 80,000# Truck Route to improve truck access to the Ameren Power Plant.

Division of Cost

Type of Work	EDP (1)	%	TARP (2)		LA (3)	%	Total
Participating Construction	500,000	(50)	75,000	(7)	425,000	(43)	1,000,000
Non-Participating Construction		()		()		()	0
Preliminary Engineering	30,000	(50)		()	30,000	(50)	60,000
Construction Engineering	55,500	(50)		()	55,500	(50)	111,000
		()		()		()	0
		()		()		()	0
		()		()		()	0
TOTAL	\$585,500		\$75,000		\$510,500		\$1,171,000

Note

- 1/ The STATE will reimburse the LA for eligible EDP construction and engineering costs of the project subject to a maximum of \$585,500.
- 2/ 80,000 lb Truck Access Road Program -There is available a lump sum amount of \$75,000 to be applied solely to construction costs.
- 3/ Any remaining balance shall be the responsibility of the LA in the event EDP and TARP funds are not sufficient to cover the project costs.

The STATE will pay the LA 95% of its share of the EDP construction costs upon the award of the construction contract and receipt of billing from the LA. The remaining 5% will be paid to the LA upon receipt of the final invoice. Upon award of the project and request of payment from the LA, the STATE will pay the LA its share of the TARP funds. The STATE will reimburse the LA for the STATE's share of the Preliminary and Construction Engineering on the basis of periodic billings provided said billings contain sufficient cost information and includes orders of payment by the LA. The final invoice will reflect the incurred cost of the improvement, less previous payments, no later than one year from the date of completion of the improvement. If a final invoice is not received within one year of the completion of the improvement the most recent invoice will be considered the final invoice and the obligation of funds will be closed.

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
 2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
 3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
 4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
 5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract for construction of the proposed improvements after receipt of a satisfactory bid and after concurrence in the award has been received from the STATE and provide, or cause to be provided, all of the initial funding necessary to complete the project subject to partial reimbursement by the STATE as hereinafter specified.
 6. This Agreement and the covenants contained herein shall be null and void in the event the initial contract covering the construction work contemplated herein is not awarded by July 1, 2015.
 7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
 8. The LA agrees to pass an ordinance/resolution clearly defining the limits of the proposed 80,000 pound truck route and identifying the truck route class. A copy of said ordinance/resolution is attached as Exhibit D. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of truck route signing is included in estimated cost of the PROJECT.
 9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
 10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
- The LA has entered into an economic development agreement with Ameren Energy Generating Corporation herein referred to as the "COMPANY". As required by Public Act 93-552, the COMPANY agrees to annually submit to the STATE for a period of five complete calendar years from the execution of this Agreement, a progress report of employment. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The initial Employee Reporting Form should be attached as "Exhibit B". The agreement between the LA and the COMPANY delineating the reporting requirements is attached as "Exhibit C"
12. It is mutually agreed that in the event of a default by the COMPANY on their commitment to create and/or retain jobs, the STATE will seek reimbursement of the Economic Development funds provided for this PROJECT from the LA. This determination to seek reimbursement will be based on an evaluation of the information reported in the annual progress report of employment required in item 12 of this Agreement. Failure to submit the required employment report will be considered default on the COMPANY's commitment.
 13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency Montgomery County	Section 09-00131-00-RS
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B - Employee Reporting Form

Exhibit C - Local Agency/Company Agreement

Exhibit D - 80,000 lb Truck Access Resolution

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Name Mike Plunkett

Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.

Signature 

Date April 14, 2009

TIN Number 37-6001661

APPROVED

State of Illinois
Department of Transportation

Milton R. Sees, Secretary of Transportation

Date _____

Christine M. Reed, Director of Highways/Chief Engineer

Ellen J. Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency Montgomery County	Section 09-00131-00-RS
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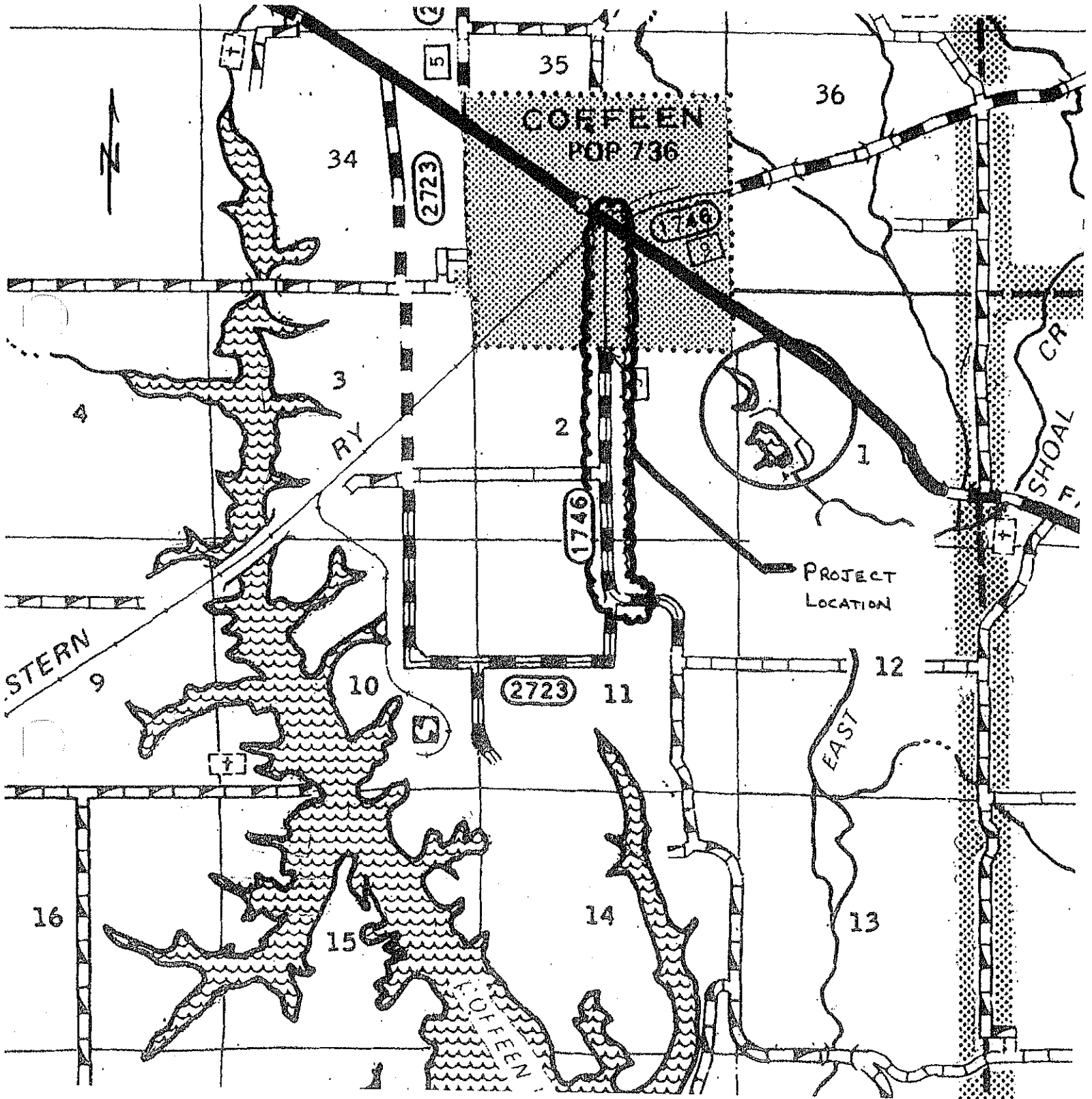


EXHIBIT A

**ILLINOIS DEPARTMENT OF TRANSPORTATION
Economic Development Program****Employment Reporting Form
Initial Application**10 / 16 / 2008
(date of application)Application Tracking Number
(Assigned by IDOT)**COMPANY INFORMATION**

Name of Company

Ameren Energy Generating

Chief Officer or Authorized Designee

Mr. Jim Williams, JR.

Title

Plant Manager

Address

134 CIPS LaneCoffeen, Illinois 62017

Phone Number

217-534-7646E-mail Address
(required)Jwilliams7d3c5@ameren.com

FEIN Number

37-1395586

Standard Industrial Classification

4911 – Electric Services

Number (SIC #)

North American Industry
Classification System
(NAICS)221119 – Other Electric Power Generation

Project Site

Coffeen, 62017(City and Zip Code where employees, New
or retained, are to be located.)**SPONSOR INFORMATION**

Sponsor (Unit of Government):

Montgomery County

Contact Person:

Ruben Boehler

Title:

County Engineer

Address:

1215 Seymour Ave.Hillsboro, IL 62049

Phone Number:

217-532-6109

Number of Employees at the Time of Application

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
Ameren:					
Management	\$34 (Avg)	51			
Union	\$34 (Avg)	140			
Boilermaker	\$31.00	0			
Carpenter	\$27.09	0			
Cement Mason	\$27.50	0			
Electrician	\$31.93	0			
Ironworker	\$28.35	0			
Laborer	\$22.50	0			
Millwright	\$28.54	0			
Operator	\$29.50	0			
Pipefitter	\$31.45	0			
Teamster	\$28.18	0			
Management	\$75.00	0			
	TOTAL:	191			

Number of Employees Agreed to be Created as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
Ameren:					
Management	\$34.00	5			
Union	\$29.39	10			
Boilermaker	\$31.00				15
Carpenter	\$27.09				
Cement Mason	\$27.50				
Electrician	\$31.93				
Ironworker	\$28.35				
Laborer	\$22.50	5			
Millwright	\$28.54				
Operator	\$29.50	5			
Pipefitter	\$31.45				
Teamster	\$28.18	25			
Management	\$65.00	2			
	TOTAL:	52			15

Note: The employee information should be for the specific site for which IDOT assistance was received.

Number of Employees Agreed to be Retained as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part-Time	Temporary
Ameren:					
Management	\$34	56			
Union	\$34	150			
Boilermaker	\$31.00	0			15
Carpenter	\$27.09	0			
Cement Mason	\$27.50	0			
Electrician	\$31.93	0			
Ironworker	\$28.35	0			
Laborer	\$22.50	5			
Millwright	\$28.54	0			
Operator	\$29.50	5			
Pipefitter	\$31.45	0			
Teamster	\$28.18	25			
Management	\$75.00	2			
	<u>TOTAL:</u>	<u>243</u>			<u>15</u>

Note: The employee information should be for the specific site for which IDOT assistance was received.
 *The teamsters will be delivery limestone and hauling ash to landfill. The Laborers and operators will be operating the Gypsum wet stack. The Temporary boilermakers will be for outage related work.

Will the recipient's use of the Economic Development Program funding reduce employment at any site in Illinois?

_____ YES X NO
 (if yes, explain below)

Amount of Economic Development Program Funds committed to this project from IDOT

 \$ 585,500

Starting Date of Assistance
 (Execution date of Local Intergovernmental Agreement)

I, Jim Williams, Jr., as the Chief Officer (or authorized designee) of the recipient verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.

Jim Williams
(Signature) (Date)

October 16, 2008

Plant Manager
(Title)

Granting Body of Economic Development Program Funds: Illinois Department of Transportation
Mr. Dick Smith, Director
Office of Planning and Programming
2300 South Dirksen Parkway
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation
Mr. Keith Sherman
Office of Planning and Programming, Rm. 307
2300 South Dirksen Parkway
Springfield, Illinois 62764

Attn: Economic Development Program

Phone (217) 782-0378



Illinois Department of Transportation

RESOLUTION #12-09
Resolution Establishing a
Class II or Class III Designated
Truck Route

WHEREAS, the State of Illinois, by its General Assembly, has enacted "The Illinois Vehicle Code"; and

WHEREAS, 625 ILCS 5/1-126.1 provides that local authorities may designate Class II or Class III highways within their jurisdiction, and in accordance with 625 ILCS 5/15-111(f), weight limitations shall be designated by appropriate signs placed on such highways; and

WHEREAS, the Local Agency, Montgomery County, is desirous of providing a truck route for the purpose of accommodating a load limit of 80,000 pounds:

NOW THEREFORE, BE IT RESOLVED, that the portions of County Highway 9 (Red Ball Trail) beginning at the intersection of IL Rte. 185 and extending South for 1.5 miles be designated as a [] Class II or [X] Class III Truck Route.

Ayes:
Nays:
Absent:

Name Mike Plunkett
Title Montgomery County Board Chairperson
Signature [Handwritten Signature]

STATE OF ILLINOIS)
COUNTY OF Montgomery) ss

I, Sandy Leitheiser, Clerk, in and for the Local Agency and State aforesaid, and keeper of the records and files of said office, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Local Agency, Montgomery County Board at their Adjourned Meeting held on 04/14/09.

Witness my hand and seal of the Local Agency, Montgomery County this 14th day of April, A.D. 2009.

[Handwritten Signature: Sandy Leitheiser]
Clerk

(SEAL)

Resolution #09-08

**RESOLUTION OF SUPPORT
FOR THE ESTABLISHMENT OF A
V. A. HOSPITAL/CLINIC TO BE LOCATED IN MONTGOMERY
COUNTY, ILLINOIS**

WHEREAS, the veterans of Montgomery County are required to travel over great distances for treatment at V.A. Hospitals and Clinics of this area; and

WHEREAS, it is anticipated that the workload of V.A. hospitals and clinics would be greatly reduced; and

WHEREAS, some veterans are not able to transport themselves due to disability or age related issues and must rely on friends, family or hire someone to transport them; and

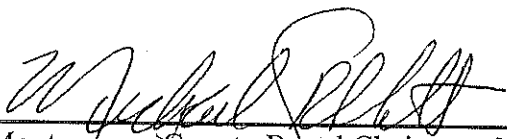
WHEREAS, the Veterans' Assistance Commission is not always able to provide transportation due to funding constraints; and

WHEREAS, it frequently becomes a problem to get appointments or communicate with doctors and pharmacies in order to facilitate the necessary health care needs of the veterans of Montgomery County and the surrounding area; and

WHEREAS, the Veterans Assistance Commission of Montgomery County, Illinois, met on April 6th, 2009 and approved to establish a V.A. Health Care Clinic at Hillsboro Area Hospital, located in Hillsboro, Illinois.

NOW, THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois that the board is in support of the Veterans Assistance Commission establishing a V.A. Hospital/Clinic in Montgomery County, Illinois to be located at Hillsboro Area Hospital.

PASSED this 12th day of May, 2009.



Montgomery County Board Chairman, Mike Plunkett

ATTEST:


Montgomery County Clerk & Recorder, Sandy Leitheiser



Processing Center
91C Moffitt Boulevard
Bay Shore, NY 11706

Phone: (631) 968-8800
Fax: (631) 968-8540
1-877-302-COMP (2667)

AUTHORIZATION DEPARTMENT

This Agreement begins APRIL 21, 2009 between Corporate Cost Solutions, Inc. ("CCS"), a corporation having its principal office at 91C Moffitt Boulevard, Bayshore New York 11706, and COUNTY OF MONTGOMERY, having principal offices at 1 COURT HOUSE SQUARE - HILLBORO, IL 62049 ("Client") and terminate when client's refund for all audited periods is received and payment of fees to CCS are made.

I. Service

- A. CCS will audit Client's payroll, personnel records and insurance policies (to be provided by Client to CCS and or the carrier at the carrier's request), as well as experience rating, retrospective rating and or loss data (obtained by CCS), for all applicable past policy periods and the current policy period pertaining to workers compensation insurance. "Current policy period" is defined as the policy period in effect at the time of CCS' audit.
- B. CCS will provide a report supporting the recovery of premium overpayments. All divisions and subsidiaries of the parent company will be included.
- C. CCS will assist in all subsequent follow up after the submission of the claim.
- D. Client agrees to submit findings to Broker, Carrier and or appropriate Rating Authority or contact CCS in writing within 10 days receipt of aforementioned report.
- E. Client agrees to advise CCS of all communication with carrier(s) with regards to CCS' findings.

II. Fees and Expenses

CCS shall receive fifty percent (50%) of the savings and or premium reduction attributable to its efforts and received by Client for all audited periods including the current policy period. Open claims/dividends are exempt. All expenses will be borne by CCS. All collection (25% of unpaid balance) and or legal fees incurred by CCS as a result of client's non-payment will be added to client's outstanding balance.

III. Billings

One hundred percent (100%) of the fee payable within ten (10) days receipt of refund/credit from insurance carrier by Client. Fee (balance) for current year due thirty (30) days following annual audit by insurance carrier.

IV. Confidentiality and Indemnification

CCS shall preserve the confidentiality of all information and data provided under the terms of this Agreement. CCS agrees to repay the Client any fees subsequently deemed non-allowable by the insurance carrier.

V. Binding Effect

Any breach of this agreement by either party shall be remedied by refunding (unearned) fees or payment of all fees (realized and projected) due under this agreement. The jurisdiction for any litigation arising from said breach is ~~Suffolk County New York~~. This Agreement shall be binding and inure to the benefit of any successor(s) of the parties hereto.

No. Employees: 230 Locations: 1 Co. Description: MUNICIPALITY

For: Corporate Cost Solutions, Inc.
By: [Signature]
FRANK A COLAVITA

For: Montgomery County
By: [Signature]
Michael Plunkett

4-21-09
Montgomery County, Illinois

Montgomery County Resolution 2009- 09

**RESOLUTION TO ADOPT THE
COMPREHENSIVE CAPITAL INFRASTRUCTURE PLAN
POLICY POSITION**

WHEREAS, units of local government have responsibility for over 88% of the public roads; and

WHEREAS, local communities are facing the problem of maintaining their roadways, bridges, water systems and sewer systems to meet growing needs; and

WHEREAS, Motor Fuel Tax Allocations for municipal, county and township roads and bridges have increased only 10% during the past eight years, yet the construction costs for local roads have increased by 90% during that same time frame; and

WHEREAS, the Motor Fuel Tax has not changed from its 19 cents a gallon level since 1990; and, the distribution formula (after expenses) is as follows: 45.6% to the state, 26.7% to municipalities; 19.1% to counties; and 8.6% to townships; and

WHEREAS, ten years have passed since the Illinois General Assembly and Governor last passed and signed into law a Comprehensive Capital Infrastructure Program; and

THEREFORE, BE IT RESOLVED, that passing a Comprehensive Capital Infrastructure Program during the 2009 Legislative Session is critical to the State of Illinois, the Members of United Counties Council of Illinois and all units of local government;

AND, BE IT FURTHER RESOLVED, that it is extremely important that the current Motor Fuel Tax Distribution Formula is kept intact; and, that units of local government have the opportunity to control what projects will be funded in their respective jurisdictions;

AND, BE IT FURTHER RESOLVED, that of any funding sources enacted during the 2009 Legislative Session, units of local government shall receive their fair share and shall be treated equitably in any capital bill;

NOW, THEREFORE BE IT RESOLVED by the County Board of Montgomery County, Illinois that the board hereby supports the Comprehensive Capital Infrastructure Plan.

PASSED this 12th day of May, 2009.



Montgomery County Board Chairman, Mike Plunkett

ATTEST: 

Montgomery County Clerk & Recorder, Sandy Leitheiser

MONTGOMERY COUNTY ORDINANCE
#09-10
ORDINANCE REGULATING THE SITING OF
WIND ENERGY CONVERSION SYSTEMS

- I. INTRODUCTION
 - A. TITLE
 - B. PURPOSE
- II. DEFINITIONS
- III. APPLICABILITY
- IV. PROHIBITION
- V. SITING APPROVAL
- VI. CONDITIONAL USE PERMIT
- VII. DESIGN AND INSTALLATION
 - A. DESIGN SAFETY CERTIFICATION
 - B. CONTROLS AND BRAKES
 - C. ELECTRICAL COMPONENTS
 - D. COLOR
 - E. COMPLIANCE WITH THE FEDERAL AVIATION ADMINISTRATION
 - F. WARNINGS
 - G. CLIMB PREVENTION
 - H. SETBACKS
 - I. COMPLIANCE WITH ADDITIONAL REGULATIONS
 - J. AGRICULTURE DAMAGE REPAIR
 - K. USE OF PUBLIC ROADS
 - L. HEIGHT
 - M. LIGHTING
- VIII. OPERATION
 - A. MAINTENANCE
 - B. INTERFERENCE
 - C. COORDINATION WITH MONTGOMERY COUNTY EMERGENCY MANAGEMENT AGENCY
 - D. MATERIALS HANDLING, STORAGE AND DISPOSAL
- IX. NOISE LEVELS
- X. BIRDS
- XI. PUBLIC PARTICIPATION
- XII. LIABILITY INSURANCE
- XIII. DECOMMISSIONING PLAN
- XIV. REMEDIES
- XV. FEE SCHEDULE
 - A. SITING FEE
 - B. CONDITIONAL USE PERMIT FEE

I. INTRODUCTION

A. Title

This Ordinance shall be known, cited and referred to as the Montgomery County Wind Energy Siting Ordinance.

B. Purpose

This Ordinance is adopted for the following purposes:

1. To assure that any development and production of wind-generated electricity in Montgomery County is safe and effective;
2. To facilitate economic opportunities for local residents;
3. To promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources.

II. DEFINITIONS

- A. **"Applicant"** means the entity or person who submits to the County, pursuant to Section V of this Ordinance, an application for the siting of any WECS or Substation.
- B. **"Financial Assurance"** means reasonable assurance from a credit worthy party, examples of which include a surety bond, trust instrument, cash escrow, or irrevocable letter of credit.
- C. **"Operator"** means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third party subcontractors.
- D. **"Owner"** means the entity or entities with an equity interest in the WECSs, including their respective successors and assigns. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless the property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECSs solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECSs at the earliest practicable date.
- E. **"Professional Engineer"** means a qualified individual who is licensed as a professional engineer in the State of Illinois.
- F. **"Primary Structure"** means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or

personal reasons. Primary Structure includes structures such as residences, commercial buildings, hospitals, and day care facilities. Primary Structure excludes structures such as hunting sheds, storage sheds, pool houses, unattached garages and barns.

- G. **“Structural Engineer”** means a qualified individual who is licensed as a structural engineer in the State of Illinois.
- H. **“Substation”** means the apparatus that connects the electrical collection system of the WECSs and increases the voltage for connection with the utility’s transmission lines.
- I. **“Wind Energy Conversion System”** (“WECS”) means all necessary devices that together convert wind energy into electricity, including the rotor, nacelle, generator, WECS Tower, electrical components, WECS foundation, transformer, and electrical cabling from the WECS Tower to the Substations.
- J. **“WECS Project”** means the collection of WECS and Substations as specified in the Siting Application pursuant to Section V of this Ordinance.
- K. **“WECS Tower”** means the support structure to which the nacelle and rotor are attached.
- L. **“WECS Tower Height”** means the distance from the rotor blade at its highest point to the ground surface at the base of the WECS foundation.

III. APPLICABILITY

This Ordinance governs the siting of WECSs and Substations that generate electricity to be sold to wholesale or retail market, except that owners of WECSs with an aggregate generating capacity of 3MW or less who locate the WECSs on their own property are not subject to this Ordinance.

IV. PROHIBITION

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

- A. Siting Approval has been granted by the County Board; and
- B. Road Upgrade and Maintenance Agreements have been entered into for each applicable governmental agency; and
- C. A Conditional Use Permit has been obtained for each individual WECS and Substation pursuant to this Ordinance.

V. SITING APPROVAL

- A. The Applicant must submit a Siting Application to the County Economic Development Committee for review and recommendation to County Board. Approval or Denial of application will be made by the full County Board.
- B. The Siting Application shall contain or be accompanied by the following information:
1. A WECS Project summary, including, to the extent available: (1) a general description of the project, including its approximate name plate generating capacity; the potential equipment manufacturers, types of WECSs, number of WECSs, and name plate generating capacity of each WECS; the maximum height of the WECS Towers and maximum diameter of the WECSs rotors; the general location of the project; and (2) a description of the Applicant, Owner and Operator, including their respective business structures;
 2. The names, addresses, and phone numbers of the Applicant, Owner and Operator, and all property owners, if known;
 3. A site plan for the installation of WECSs showing the planned location of each WECS Tower, Primary Structures, property lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, Substations, electrical cabling from the WECS Tower to the Substations, ancillary equipment, third party transmission lines, and layout of all structures within the geographical boundaries of any applicable setback;
 4. Individual inventory designations for each separate WECS and Substation for reference in Conditional Use Permits;
 5. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance; and,
 6. Financial Assurance in the form of a bond to assure the construction, installation and completion of the project or improvements. Such bond shall be provided by the Applicant prior to approval by the full County Board and shall be in such amount as is determined to be 110% of the estimated WECS Project cost. Such bond shall have as security thereon a surety company qualified to do business in the State of Illinois which shall remain bound until the WECS Project is completely constructed by the Applicant and accepted by Montgomery County.
- C. The Applicant shall notify the County Economic Development Committee of any changes to the information provided in Section V.B above that occurs while the Siting Application is pending.

VI. CONDITIONAL USE PERMIT

The Applicant, Owner and/or Operator must submit a Conditional Use Application to the County Economic Development Committee for review for each WECS and Substation location (See Exhibit A). A Conditional Use Permit must be granted prior to materials being transported, constructed, erected, installed, located or operated within Montgomery County. Each location must be identified in an Approved Siting WECS Project. The County reserves the right to suspend or revoke a Permit as provided for in this Ordinance.

VII. DESIGN AND INSTALLATION

A. Design Safety Certification

1. WECSs shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energy ("GL"), or an equivalent third party.
2. Following the granting of Siting Approval under this Ordinance, a Structural Engineer shall certify that the foundation and tower design of the WECS are within accepted professional standards, given local soil and climate conditions.

B. Controls and Brakes

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

C. Electrical Components

All electrical components of the WECS shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g. ANSI and International Electrical Commission).

D. Color

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

E. Compliance with the Federal Aviation Administration

The Applicant for the WECS shall comply with all applicable FAA requirements.

F. Warnings

1. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.
2. Visible, reflective, colored objects, such as flags, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of 15 feet from the ground.

G. Climb Prevention

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

1. Fences with locking portals at least six feet high; or
2. Anti-climbing devices 12 feet vertically from the base of the WECS Tower.

H. Setbacks

1. All WECS Towers shall be set back at least 1000 feet from any Primary Structure. The distance for the above setback shall be measured from the point of the Primary Structure foundation closest to the WECS Tower to the center of the WECS Tower foundation. The owner of the Primary Structure may waive this setback requirement; but in no case shall a WECS Tower be located closer to a Primary Structure than 1.10 times the WECS Tower Height.
2. All WECS Towers shall be set back a distance of at least 1.10 times the WECS Tower Height from public roads, utilities, sewer mains, water mains, sewer treatment facilities, water treatment facilities, third party transmission lines, and communication towers. The County may waive this setback requirement.
3. All WECS Towers shall be set back a distance of at least 1.10 times the WECS Tower Height from adjacent property lines, private sewage disposal or septic systems and private water wells. The affected property owner may waive this setback requirement.
4. The Applicant does not need to obtain a variance from the County upon waiver by either the County or property owner of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be recorded as part of the chain of title in the deed of the subject property.

5. New structures, specifically those built after a wind turbine is sited and operational, and adjacent to wind power facilities shall maintain the same setbacks from those facilities as those facilities themselves are required to observe hereunder.

I. **Compliance with Additional Regulations**

1. The Applicant must receive approval from the Village or Municipality when the location of a WECS Tower is proposed within 1.5 miles of said Village or Municipal corporate limits.
2. Nothing in this Ordinance is intended to preempt other applicable state and federal laws and regulations.

J. **Agriculture Damage Repair**

All damages to waterways, drainage ditches, field tiles, or any other infrastructures caused by the construction or maintenance of the WECS, must be completely repaired or replaced.

K. **Use of Public Roads**

1. An Applicant, Owner, or Operator proposing to use any county, township, municipal or village road, for the purpose of transporting WECS or Substation parts and/or equipment for construction, operation, or maintenance of the WECSs or Substations, shall:
 - a. Identify all such public roads including a site layout plan showing the applicable tower sites, public road network used, access road entrances, underground collection system and power transformer sites;
 - b. Enter into a Road Upgrade and Maintenance Agreement with the relevant government agencies prior to construction; and,
 - c. Obtain applicable weight and size permits from all relevant government agencies.
2. To the extent an Applicant, Owner, or Operator must obtain a Road Upgrade and Maintenance Agreement -- the Agreement shall address as a minimum:
 - a. Identify necessary heavy and oversized equipment and materials over roads identified in Section VII.J.1.a, which may in certain cases be in excess of the design limits of the roads;

- b. Widen, modify and/or improve roads including culverts, bridges, road shoulders and other related fixtures to permit such equipment and materials to pass;
- c. Conduct a pre-construction baseline survey to determine existing road conditions for assessing potential future damage;
- d. Secure Financial Assurance, in a reasonable amount agreed to by the relevant parties, for the purpose of repairing any damage to public roads caused by transporting, constructing, operating or maintaining WECSs and Substations; and,
- e. Identify any special issues which may affect the public health, safety and welfare.

L. Height

The permitted maximum height of a WECS shall be 500 feet. State and Federal Regulations may require a lesser height. To the extent feasible, the WECS Project shall consist of turbines of similar design and size, including tower height. All WECSs shall be constructed with self-supporting, tubular towers. Lattice towers will not be accepted.

M. Lighting

The WECS Project shall utilize minimal lighting. No tower lighting other than normal security lighting shall be permitted except as may be required by the FAA. A lighting plan for each WECS shall be developed. Such plan must describe all lighting that will be used, including the planned number and location of lights, light color and where any lights will be flashing. Strobe lights are discouraged and if they are required by the FAA they must be shielded from the ground. The lighting should be planned and developed in such a way to minimize the visual impact of the structures. A consideration of synchronized lighting shall also be part of any lighting plan.

VIII. OPERATION

A. Maintenance

1. The Owner or Operator shall ensure each WECS and Substation is inspected annually by qualified wind power professionals, approved by the County Economic Development Committee, and shall submit a certificate from said professionals reciting the annual maintenance done on the facility and stating that the facility is in good working condition and not a hazard to the public. Failure to submit such annual certificate shall be grounds for revocation of the Conditional Use Permit. In addition to the above annual certification, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests.

2. Any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components shall require re-certification under Section VII.A of this Ordinance. Like-kind replacements shall not require re-certification. Prior to making any physical modification (other than a like-kind replacement), the owner or operator shall confer with a relevant third-party certifying entity identified in Section VII(A) of this Ordinance to determine whether the physical modification requires re-certification.

B. **Interference**

1. The Applicant shall provide the applicable microwave transmission providers and local emergency service providers (911 operators) copies of the project summary and site plan, as set forth in Section V.B.1 and V.B.3 of this Ordinance. To the extent that the above providers demonstrate a likelihood of interference with its communications resulting from the WECSs, the Applicant shall take reasonable measures to mitigate such anticipated interference. If, after construction of the WECS, the Owner or Operator receives a written complaint related to the above-mentioned interference, the Owner or Operator shall rectify the complaint to the satisfaction of the agency affected.
2. If, after construction of the WECS, the Owner or Operator receives a written complaint related to interference with local broadcast residential television, the Owner or Operator shall take reasonable steps to resolve the complaint.

C. **Coordination with Montgomery County Emergency Management Agency**

1. The Applicant, Owner or Operator shall submit to the local EMA a copy of the site plan.
2. The Owner, Applicant or Operator shall cooperate with the local EMA to develop an emergency response plan.
3. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

D. **Materials Handling, Storage and Disposal**

1. All solid wastes related to the construction, operation and maintenance of the WECS shall be removed from the site promptly and disposed of in accordance with all local, state and federal laws.
2. All hazardous material related to the construction, operation and maintenance of the WECS shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws. EMA and

HazMat Directors shall be notified of the handling, storage, transportation and disposal of any and all hazardous materials.

IX. NOISE LEVELS

Noise levels from each WECS or WECS Project shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The Applicant, through the use of a qualified professional, as part of the Siting Application process, shall appropriately demonstrate compliance with the above noise requirements.

X. BIRDS

A qualified professional, such as an ornithologist or wildlife biologist, shall conduct an avian habitat study, as part of the Siting Application process, to determine if the installation of WECSs will have a substantial adverse impact on birds.

XI. PUBLIC PARTICIPATION

Nothing in the Ordinance is meant to augment or diminish existing opportunities for public participation.

XII. LIABILITY INSURANCE

The Owner or Operator of the WECSs shall maintain a current general liability policy covering bodily injury and property damage with limits of at least \$1 million per occurrence and \$1 million in the aggregate.

XIII. DECOMMISSIONING PLAN

Prior to receiving Siting Approval under this Ordinance, the County and the Applicant, Owner, and/or Operator must formulate a Decommissioning Plan to ensure that the WECS Project is properly decommissioned upon the end of project life or facility abandonment. The Decommissioning Plan shall include:

- A. Provisions describing the triggering events for decommissioning the WECS Project;
- B. Provisions for the removal of structures, debris and cabling, including those below the soil surface to a depth of four (4) feet;
 1. All solid wastes shall be disposed of in accordance with all local, state and federal laws.
 2. All hazardous materials shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws. EMA and

HazMat Directors shall be notified of the handling, storage, transportation and disposal of any and all hazardous materials.

- C. Provisions for the restoration of the soil and vegetation consistent and compatible with surrounding vegetation;
- D. An estimate of the decommissioning costs certified by a Professional or Structural Engineer;
- E. Financial Assurance, secured by the Owner or Operator, for the purpose of adequately performing decommissioning, in an amount equal to the Engineer's certified estimate of the decommissioning costs;
- F. Identification of and procedure for County access to Financial Assurances;
- G. A provision that the terms of the Decommissioning Plan shall be binding upon the Owner or Operator and any of their successors, assigns, or heirs;
- H. A provision that the County shall have access to the site, pursuant to reasonable notice, to affect or complete decommissioning; and,
- I. A provision that the County is granted the right to seek injunctive relief to affect or complete decommissioning, as well as the County's right to seek reimbursement from applicant or applicant's successor for decommissioning costs in excess of the Engineer's estimate and to file a lien against any real estate owned by applicant or applicant's successor, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

XIV. REMEDIES

- A. The Applicant's, Owner's, or Operator's failure to materially comply with any of the above provisions shall constitute a default under this Ordinance.
- B. Prior to implementation of fines for the resolution of such defaults, the County shall first provide written notice to the Owner and Operator, setting forth the alleged defaults. Such written notice shall provide the Owner and Operator a reasonable time period, not to exceed 60 days, for good faith negotiations to resolve the alleged defaults.
- C. If the County determines in its discretion, that the parties cannot resolve the alleged defaults within the good faith negotiation period, the County shall make application to the circuit court for an injunction requiring conformance with this ordinance or make such other order as the court deems necessary to secure compliance with the ordinance. The Applicant, Owner or Operator who violates this ordinance shall upon conviction thereof be fined not less than five-hundred dollars (\$500.00) nor more than one-thousand dollars (\$1000.00); and a separate

offense shall be deemed committed upon each day during or on which a violation occurs or continues.


- D. Nothing herein shall prevent the County from taking such other lawful action to prevent or remedy violations. All cost connected therewith shall accrue to the Applicant, Owner or Operator responsible.

XV. FEE SCHEDULE

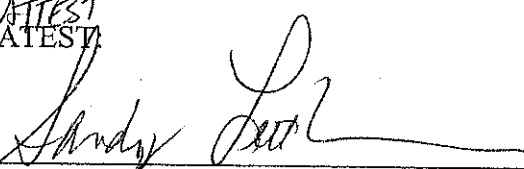
- A. Upon submittal of a Siting Application for a WECS, the Applicant shall submit a certified check to Montgomery County in the amount of \$50,000. This amount shall be placed in a guaranteed money market account that will be used to cover the County's cost incurred during the application review. Should the actual costs to the County exceed \$50,000, the applicant shall be responsible for those costs and shall remit additional funds within 15 days of the notice from the County. An amount remaining in the account after the County renders its decision and all bills and invoices have been paid, shall be refunded to the applicant. The County requests that the applicant shall file ten copies of the Siting Application upon submittal of the Application Fee.
- B. The Conditional Use Permit Fee for each new WECS shall be \$5,000. The fee for any major improvements to an existing WECS shall be \$2,500.

BE IT FINALLY ORDAINED, That the Montgomery County Board reserves the express right to change, modify or terminate these regulations and procedures at any time, in whole or in part, for any reason, with or without prior notice upon its own unilateral act.

APPROVED AND ADOPTED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS THIS 9th Day of June 2009



Mike Plunkett, Chairman
Montgomery County Board

ATTEST
ATTEST


Sandy Leitheiser,
Montgomery County Clerk and Recorder

This Agreement is entered into on June 08, 2009 and is between Direct Energy Business, LLC ("Direct Energy") and Montgomery County ("Buyer"). Direct Energy and Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties".

1. Nature of Service:

This Agreement shall become effective only upon (i) execution by Buyer of the Confirmation and this Agreement; and (ii) the earlier of execution of this Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of this Agreement to Buyer. Upon such effectiveness, Direct Energy will provide PSC Services and Electricity to meet Buyer's full usage requirements at Buyer's Facility(ies) and Buyer will receive and pay for PSC Services and Electricity to meet such usage requirements. Direct Energy will deliver Electricity to the Host Utility for delivery to Buyer's Facility(ies).

Buyer and Direct Energy acknowledge that Direct Energy does not intend to serve customers whose aggregate usage per Host Utility service area is less than 15,000 kWh's per year. Accordingly, Buyer represents and warrants that electrical usage, in aggregate, at all of Buyer's locations within a Host Utility's service area exceeds 15,000 kWh per year. Upon request by Direct Energy, Buyer shall provide evidence sufficient to prove that Buyer's usage within a Host Utility's service area exceeds 15,000 kWh per year. If, at any time, usage at Buyer's locations within a Host Utility's service areas is in fact less than 15,000 kWh per year, Buyer is in material breach of this Agreement and Direct Energy reserves the right to terminate this Agreement at any time without prior notice or opportunity to cure. The effect of such termination is described in Section 13 of this Agreement. Buyer waives the requirements contained in 220 ILCS 5/16-115A (e) applicable to small commercial retail customers, which are defined by statute as "nonresidential retail customers ... consuming 15,000 [kWh] or less of electricity annually in [the Host Utility's service area]."

2. Term:

Direct Energy shall use reasonable efforts to commence service on the Facility(ies) meter read date in the start month stated on the Pricing Attachment or Exhibit B, as applicable. However, Buyer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Host Utility of the completion of all required switching and enrollment processes and if such switching and enrollment processes occur after the Facility(ies) meter read date in the start month stated on the Pricing Attachment or Exhibit B, as applicable. Buyer's Facility(ies) shall be enrolled at the next available meter read date. Direct Energy shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Host Utility.

Service shall continue through the Facility(ies) meter read date in the end month or with respect to PowerPortfolio™ or PowerAdvantage™ service, until the meter read date after the expiration of the Transaction or Transaction Confirmation, if later as stated on the Pricing Attachment or Exhibit B, as applicable (the "Term"), unless sooner terminated as provided herein. At the end of the Term, if Buyer and Direct Energy have not entered into any written modification, amendment or renewal of this Agreement and if Buyer has not elected to obtain service from another supplier, this Agreement shall automatically continue on a month-to-month basis ("Monthly Renewal") at the market-based costs as defined in the Confirmation.

3. Definitions:

As used herein, unless the context clearly indicates otherwise, the following terms shall have the meaning set forth below:

"Actual Damages"

means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party") would experience as a result of termination. As to each terminated transaction, Actual Damages shall be deemed to equal: (A) where Direct Energy is the Damaged Party, the positive difference, if any, between the contract price of the Electricity - as described in the Confirmation - for the remaining term of such terminated transaction and the market price of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner; and (B) where Buyer is the Damaged Party, the positive difference, if any, between the market price of the Electricity for the remaining term of such terminated transaction and the contract price of the Electricity - as described in the Confirmation - for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner. For the avoidance of doubt, "contract price" shall include the PSC Services fee for purpose of the above calculations.

"Ancillary Services"

means wholesale electric services and products required to facilitate delivery of Energy to the Host Utility.

"Confirmation"

refers to the product and pricing attachment(s) to this Agreement, which set forth a description of the Energy product selected by Buyer, describes the pricing for such Energy product, and identifies the Facilities covered by this Agreement. For fixed price service, the Confirmation includes a Part I (Energy product description) and a Part II (Pricing Attachment), in addition to any special provisions to the Agreement agreed to between the Parties. For PowerPortfolio™ or PowerAdvantage™ service, the Confirmation includes a Part I (Product and Pricing description), together with an Exhibit A and Exhibit B, in each case as defined herein. In all cases, the confirmation also includes any special provisions to the Agreement agreed to between the Parties.

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"Distribution"

means all delivery service for Energy and applicable Ancillary Services provided by the Host Utility.

"Electricity"

means the combination of Energy and Ancillary Services which are provided by Direct Energy under this Agreement.

"Energy"

means electrical energy, as measured in kilowatt hours (kWh) or megawatt hours (MWh).

"Event of Default"

means: (a) the failure of a Party to make, when due, any payment that is required under this Agreement; (b) any representation or warranty made by a Party that proves to be false or misleading in any material respect; (c) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (d) Buyer's failure to cooperate with Direct Energy as reasonably required in order for Direct Energy to perform its obligations under this Agreement. If an Event of Default has occurred, (a) the non-defaulting Party shall have the right to setoff and net against any undisputed amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, and (b) Direct Energy shall additionally have the right to setoff and net against any deposit or security provided by Buyer pursuant to this Agreement any amounts, charges or damages owed by Buyer to Direct Energy.

"Exhibit A"

applies only to PowerPortfolio™ or PowerAdvantage™ service, and refers to the form of Transaction Confirmation attached to this Agreement, identified as Exhibit A, and which is used to confirm Transactions entered into under this Agreement, as described in the Confirmation.

"Exhibit B"

applies only to PowerPortfolio™ or PowerAdvantage™ service, and refers to the list of Facilities attached to this Agreement and identified as Exhibit B, which list specifies the Facilities covered under the scope of this Agreement or Exhibit B, as applicable.

"Facility (ies)"

means the electric account meter(s) located at the service address(es) for which Buyer has the authority to purchase Electricity under this Agreement and which are set forth on the Pricing Attachment or Exhibit B, as applicable.

"Firm"

means that Parties may only suspend performance hereunder to the extent that such performance is prevented for reasons of Force Majeure.

"Force Majeure"

means any "Act of God" or other unexpected and disruptive event beyond the reasonable control of either Party that interferes with its ability to perform its obligations under this Agreement, except for the obligation to pay monies due. Any Party which is unable to perform its obligations hereunder as a result of a Force Majeure event shall provide written notice to the other Party of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch, but shall in no event be required to incur any commercially unreasonable expense in doing so. It is expressly understood by the Parties that the ability of Direct Energy to sell the services provided hereunder at a price greater than the Price paid by Buyer shall not constitute an event of Force Majeure. Conversely, the ability of Buyer to purchase the products and services provided hereunder for an amount less than the Price shall not constitute an event of Force Majeure. Buyer acknowledges that while Direct Energy may take title to Energy provided hereunder, Direct Energy does not own or operate transmission or distribution systems through which Energy is delivered to Buyer, and the Parties therefore agree that Direct Energy shall not be liable for any damages associated with any failure in the delivery of Energy in connection with the failure of such transmission or distribution systems.

"Host Utility"

means any investor-owned utility, municipal utility, public utility, or other provider of electric lines whose system is directly interconnected with and which provides Distribution to Buyer's Facility(ies).

"Point(s) of Delivery"

shall mean the point(s) where Energy is delivered to the Host Utility.

"PowerSupply Coordination (PSC) Services"

are the services provided by Direct Energy to match the Facility(ies) load, as described in this Agreement. As described in the Confirmation, the fee for PSC Service (the "PSC Services fee") is included in the Price to be paid by Buyer.

"Pricing Attachment"

applies only to fixed price service, and refers to Part II of the Confirmation and describes (together with Part I) the pricing terms

applicable to, and the Facilities covered by, this Agreement.

"Seams Elimination Cost Adjustment ("SECA")"

is a FERC mandated transmission charge for recovery of transmission owner revenue lost due to the elimination of the through and out rates.

"Transaction Confirmation"

applies only to PowerPortfolio™ or PowerAdvantage™ service, and is defined in Part I of the Confirmation.

4. Type of Service:

Firm - subject only to Force Majeure.

5. Price:

Pricing is as set forth in the Confirmation.

6. Billing and Payment:

Payment-in-full is due fifteen (15) days from the date of the invoice. If Buyer fails to remit payment in full in any month, interest will be assessed on the late balance at the lower of one-and-one-half (1.5%) percent per month or the highest rate allowed by law. Buyer may in good faith dispute any portion of an invoice by providing Direct Energy with a written explanation specifying the amount in dispute and the reason for the dispute by the payment due date. Buyer shall remit all invoiced and undisputed amounts by the date due. In all cases, the Parties shall use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed, together with interest thereon as provided above, shall be paid within three (3) days of the date on which the dispute is resolved.

Buyer will receive from Direct Energy a monthly invoice following its meter read date for services provided under this Agreement as well as for the Host Utility delivery service charges, unless Direct Energy is unable to provide a single bill option due to any circumstances, including, but not limited to, a billing method switch for a Facility(ies) that is initiated by the Host Utility (in such cases, Buyer will receive separate bills for Direct Energy's charges (as set forth in the Confirmation) and for the Host Utility's charges until such time that the single bill option arrangement is available through Direct Energy and approved by the Host Utility for the Facility(ies)). Buyer shall receive a separate invoice per Facility unless Buyer selects the Aggregated Billing option as described in this paragraph and reflected in a "Billing Contract Information and Selection Form." "Aggregated Billing" means that billing for Buyer's Facility(ies) may be combined into a single monthly invoice (excepting however, that a aggregated invoice may contain no more than fifty (50) Facilities. If Buyer has more than fifty (50) Facility(ies), Buyer shall receive more than one aggregated invoice). If Buyer selects Aggregated Billing, Direct Energy shall choose the day of the month on which to deliver an invoice to Buyer based upon the Facility(ies) meter read dates. In the event Buyer desires to discontinue Aggregated Billing and instead receive a separate invoice for each Facility, Buyer shall submit such request in writing to Direct Energy and Direct Energy shall separate Buyer's invoice provided that there are no outstanding invoice balance(s) on Buyer's Facility(ies).

If in any month Direct Energy does not receive the information necessary to invoice Buyer or uses information obtained from a third party meter reading service, Direct Energy may use estimated data or the third party meter usage data to calculate Buyer's invoice and, upon receipt of actual data in the case of an estimated read, reconcile the amount billed on future invoices. If Buyer's Facility(ies) have any interval meters, Buyer acknowledges that the usage information for such meters contained on the Direct Energy invoice may vary from that contained upon the Host Utility bill as a result of different billing cycles being utilized for those meter reads.

In no event shall any adjustments or corrections be made to any amount billed after the lapse of the longer of twenty-four (24) months from the date of the invoice or the time frame permitted by the Regional Transmission Operator, the Independent System Operator or the Host Utility's tariff for adjustments to consumption information.

7. Credit:

Direct Energy may request that Buyer provide financial information sufficient for Direct Energy to complete a credit review prior to providing service hereunder. If, prior to commencing service or at any time during the Term of this Agreement, Direct Energy has good faith concerns about the creditworthiness of Buyer or Buyer's ability to perform hereunder, Direct Energy may require that Buyer provide reasonable credit assurance(s), in an amount and in a form determined by Direct Energy in a commercially reasonable manner, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty.

8. Title, Control and Possession:

Title to, control and possession of Energy shall pass from Direct Energy to Buyer at the Point of Delivery.

9. Load Change Information:

In order to assist Direct Energy in providing accurate expected usage information to Buyer's Host Utility, Buyer shall timely notify Direct Energy of any anticipated significant changes in its actual usage. Without limiting Buyer's obligation

to provide such notice, Buyer shall give Direct Energy at least thirty (30) days' notice ("Notice of Load Change") prior to removing a Facility(ies) from service hereunder as a result of ceasing operations (closing of the Facility(ies) or sale of the Facility(ies) to an unrelated third party) at such Facility(ies). To the extent that Direct Energy incurs increased costs as a result of such Facility removal (regardless of whether such notification was provided), Buyer shall be responsible for any Actual Damages resulting from such removal. Also, if there is a change in Buyer's usage which results in a change in Buyer's usage of 25% or more, Direct Energy may pass through such resulting cost increases to Buyer, or at its option, elect to terminate this Agreement without any further obligation. If Direct Energy elects to pass through such costs increased, Direct Energy will calculate the amount of such costs in a commercially reasonable manner and submit an invoice to Buyer, along with substantiation of the charges, which invoice will be due and payable pursuant to the payment terms of this Agreement.

10. Change in Law or Regulation:

If regulatory changes shift costs from the Host Utility or ISO to Direct Energy or from Direct Energy to the Host Utility or ISO, then such costs or credits shall be passed through to the Buyer. If any laws, orders or regulations are passed, modified, implemented or interpreted by judicial or regulatory order administrative proceeding or legislative enactment, or if there is a change in rate class which applies to Buyer's Facilities, which creates additional costs not currently included in the Price or increases in the cost components of the Price ("Incremental Charges"), then Direct Energy shall pass through such Incremental Charges to be paid by Buyer in addition to the Price and in accordance with the payment terms in this Agreement.

11. Limitation of Liability Disclaimer:

EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND AGREES THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ENERGY SOLD HEREUNDER. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Termination:

This Agreement may be terminated at any time after the date hereof (i) by mutual consent in writing by the Parties, (ii) by either Party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting Party's receipt of written notice from the non-defaulting Party; (iii) by Direct Energy if Buyer fails to provide the credit assurance requested pursuant to the credit provisions of this Agreement, within seven (7) days of being requested by Direct Energy; or (iv) during a Monthly Renewal pursuant to the Term, by either Party upon providing the other Party with thirty (30) days prior written notice.

13. Effect of Termination:

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, Actual Damages (in the event of termination under subsection (ii) or (iii) above), any indemnification or confidentiality obligation of either Party which has arisen hereunder and any other obligation hereunder which by its nature survives the termination of this Agreement.

14. Applicable Law:

As to all matters of construction and interpretation, this Agreement shall be construed, interpreted, and governed under and by the laws of the State of Illinois, without regard to its choice of law provisions.

15. Parties, Assignment:

This Agreement shall inure to and benefit the Parties hereto and their permitted successors and assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, Direct Energy may, without the consent of Buyer, assign this Agreement and its rights and obligations hereunder to any third party for the limited purpose of securing credit and financing or to any person or entity succeeding to all or substantially all of the assets of Direct Energy. Further, either Party may, without the need for consent from the other Party transfer or assign this Agreement to an Affiliate of such Party provided that such Affiliate has equivalent financial capability to that of the assigning Party and agrees to be bound by the terms and conditions hereof. Buyer agrees that it will execute any documents reasonably necessary to effectuate such assignment including, but not limited to, a letter of agency.

As used herein, "Affiliate" shall mean with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For purposes of the foregoing definitions, "control" means the direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power.

16. Notices and Correspondence:

Except for when the Parties are effectuating a Transaction or Transaction Confirmation, any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto, including without limitation any termination or disconnection notices, shall be in writing and shall be delivered to either the address specified below or the address to which bills are sent to Buyer. Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier time as is confirmed by the receiving Party. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as is confirmed by the receiving Party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

Direct Energy
Attn: Customer Service Manager
Two Gateway Center
Pittsburgh, PA 15222
Phone: (888) 925-9115
Fax: (412) 394-3388
Email: CustomerRelations@directenergy.com

Montgomery County
Attn: Christy Daniels
120 N. Main St.

Hillsboro, IL 62049
Phone: 217-532-9521
Fax:

**Monday through Thursday from 7:00AM
to 7:00PM Eastern Time and Friday
7:00AM to 6:00PM Eastern Time**

17. Confidentiality:

Neither Party will disclose the terms of this Agreement, or any information of the other Party which it knows or reasonably should know to be confidential or proprietary (other than to the party's employees, lenders, counsel, consultants, agents or accountants who have agreed to keep such terms confidential) except to the extent that disclosure is otherwise required by law, is required to carry out the terms of this Agreement or is made with the prior written consent of the other Party. Direct Energy agrees that such confidential treatment shall extend to Buyer's usage and consumption data which is not otherwise in the public domain. The parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. This provision shall survive the termination of this Agreement for a period of two (2) years.

18. Representations and Warranties:

As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as follows:

- (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
- (b) the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law applicable to it;
- (c) as of the date of service commencement hereunder, it shall have all regulatory authorizations necessary for it to legally perform its operations;
- (d) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;
- (e) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it or, to its knowledge, threatened against it;
- (f) if a broker has been involved in this transaction, such broker is an agent of Buyer in this transaction and may receive a commission to be paid by Direct Energy from payments received from Buyer under this Agreement;
- (g) if it is a property management company acting on behalf of the owner of the Facility(ies), it has the authority to execute and bind the Facility(ies) to this Agreement for the Term stated in the Pricing Attachment or Exhibit B, as applicable, and that the term of its property management agreement with the owner of the Facility(ies) is equal to or greater than the Term of this Agreement; and
- (h) the Facility(ies) to be provided the services described herein are not contractually bound by another agreement for

Electricity services that will overlap with the Term stated in the Pricing Attachment or Exhibit B, as applicable.
Each Party covenants that it shall cause its respective representations and warranties to remain true and correct throughout the Term of this Agreement.

8007 9-1-07 183

19. Waiver:

No waiver by either Party of any default by the other Party under this Agreement shall operate as a waiver of any future default, whether of a like or different character or nature. No delay or failure by Direct Energy in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.

20. Severability

The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.

21. Entire Agreement:

This Agreement and the Confirmation contain the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both Parties.

22. Counterparts:

This Agreement may be executed in one or more counterparts and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other Party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

DIRECT ENERGY BUSINESS, LLC

By: _____
Print Name: _____
Title: _____
Date: _____

MONTGOMERY COUNTY
By: Michael Plankett
Print Name: Michael Plankett
Title: County Board Chairman
Date: 6/19/09



Direct Energy Business

PowerSupply Coordination@ Service Agreement

Billing Contact Information and Selection Form

This Form must be returned to Direct Energy with the signed PSC Service Agreement or within 48 hours of Agreement execution.

Grid form with fields: Account/Customer Name, Your Name, Your Phone, Billing Information, Billing Contact Name, Billing Contact Phone, Billing Contact Fax, Billing Contact Email, Billing Company Name, Billing Address 1, Billing Address 2, Billing City, State, Zip + 4. Includes an 'X' in the phone field.

Please select, by initialing in the spaces provided below, those options to be applied to your billing accounts.

My accounts are Tax Exempt

Please provide current copy of a valid Tax Exemption Form when submitting this document to receive applicable tax exemption on your electricity invoices. (Direct Energy can only apply exemptions if a completed form is provided)

Please aggregate my accounts onto one invoice (maximum 50 accounts per invoice) (If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

I prefer to access my invoices online - please do not send paper invoices Please set up your online accounts at www.DirectEnergyBusiness.com

Completed By: [Signature] Printed Name: Michael Plunkett

DE Proprietary

DE Proprietary

Notice: Buyer's execution and submission of this Pricing Attachment to Direct Energy shall constitute an offer by Buyer to Direct Energy to purchase Electricity on the terms set forth in the the Agreement. The Agreement (including this Pricing Attachment) shall become effective only upon (i) such execution by Buyer of the Pricing Attachment and the Agreement; and (ii) the earlier of execution of the Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of the Agreement to Buyer.

PRICING ATTACHMENT TO POWERSUPPLY COORDINATION SERVICES AGREEMENT

dated June 05, 2009 between
DIRECT ENERGY BUSINESS LLC
and

Montgomery County
from the meter read(s) July, 2009 to the meter read(s) July, 2010
MISO_CI_FPR_25MAC_IL

Location	Host Utility	Account Number	Utility Rate Class	Price (cents/kWh)	Historical Annual Usage
317 W Union Ave (Montgomery County)	Ameren IP	0424102009	D02	6.317	17,337
11191 IL Rt 185 (Montgomery County)	Ameren IP	3765524654	D02	6.317	72,242
3 Smith Rd (Montgomery County)	Ameren IP	7635244976	D02	6.317	24,437
11191 IL Rt 185 (Montgomery County)	Ameren IP	1535456815	D02	6.317	63,302
1404 School St (Montgomery County)	Ameren IP	1959765939	D02	6.317	3,508
120 N Main St (Montgomery County)	Ameren IP	6590718418	D03	6.317	594,964
1215 Seymour (Montgomery County)	Ameren IP	6169987059	D02	6.317	32,347
132 N Main St Unit 1/2 (Montgomery County)	Ameren IP	0994327698	D02	6.317	340,573
Ryder and Locust St (Montgomery County)	Ameren IP	6002293006	D02	6.317	5,323
1404 School St (Montgomery County)	Ameren IP	5785363690	D02	6.317	8,122
Historic Courthouse (Montgomery County)	Ameren IP	4540322093	D02	6.317	200,249
102 W Main St (Montgomery County)	Ameren IP	0379107000	D02	6.317	177

This Attachment is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price, null and void.

Accepted and Agreed to:

By: 

Date: 6/9/09

Your Choice Energy

"Choose to take control of your energy costs"

Your Choice Energy is an energy consultant company that works for you with several electric suppliers to match your company with the product that best meets your needs and provide the most competitive rates. It is our commitment to help you with the process of selecting a supplier and to support your organizations ongoing energy and customer service needs.

This is an electric supply proposal for your review from Direct Energy. This is an opportunity to take control of your electric expense by securing a low fixed rate. This "all inclusive" fixed rate will provide budget certainty for your business. This is one expense that you can choose to control.

These are some of the main benefits of choosing Direct Energy as your electric supplier:

1. The proposed "**all inclusive**" electricity rates are fixed and guaranteed not to increase for the length of your contract regardless of how high electric rates increase. These are the current rates per kWh:

12 months- .06317

24 months- .06789

36 months- .07132

Your estimated "all inclusive" charge from Ameren was **.0720** per kWh over the past 12 months. The fixed rate replaces all the electric supply charges on your Ameren bill; the electricity charge, market value adjustment, the purchased electricity adjustment, the rider cost, and the transmission service charge.

2. Your estimated savings over the length of your contract versus your Ameren rate over the past twelve months is:

12 months- **\$12,027**

24 months- **\$11,196**

36 months- **\$2779**

The savings calculations spreadsheet is attached.

3. Your fixed rate is "all inclusive" and includes the cost of energy, capacity charges, ancillary charges, distribution and transmission line losses, market value adjustment, rider cost, RPS charge, and the transmission services charge. It replaces all your electricity supply charges.
4. There are no other charges or fees. Our fee is included in the cost of electricity.
5. Ameren remains your utility. They deliver your electricity, read your meter, and handle all emergency and customer service needs like they always have. These delivery charges are passed onto you at invoiced cost. This expense is the same regardless of your electric supplier.
6. You continue to receive one invoice with the supply charges from Direct Energy and the delivery charges from Ameren.

To secure this low fixed rate please complete the following and email or fax to my number below:

1. Sign pricing attachment.
2. Sign sales agreement.
3. Complete billing form.

After executing this agreement you do not have to do anything. Direct Energy will contact your utility and it will be a seamless transition. You still will receive one invoice.

This rate is valid Monday morning, June 8th until the market update at approximately 10 am and can change. Please contact me with any questions.

Thank you,

John Balsis
Your Choice Energy, LLC
888-734-8666 office
727-798-6793 cell phone
877-337-0195 toll free fax

Ordinance

ORDINANCE NUMBER 09-11
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN MONTGOMERY COUNTY, ILLINOIS

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

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

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

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

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

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

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

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

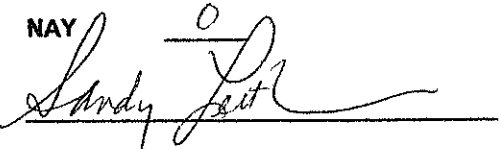
Section 5. That County Board Chairman of the of Shelby County is hereby authorized and directed to execute and file on behalf of Montgomery County all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the Chairman and the Board of Montgomery County on the 9th day of June, 2009, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members 21

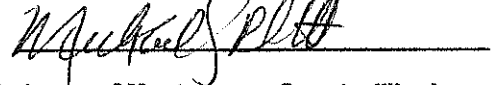
PRESENT 21

AYE 21

NAY 0


Clerk of Montgomery County, Illinois

APPROVED by the Chairman of the Montgomery County Board, this 9th day of June, 2009,



Chairman of Montgomery County, Illinois

Intergovernmental Agreement

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

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

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

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

WITNESSETH:

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

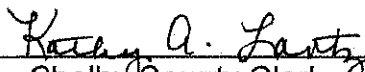
9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction,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

COUNTY OF SHELBY, a body politic and corporate

By:


Chairperson, Shelby County Board

ATTEST:

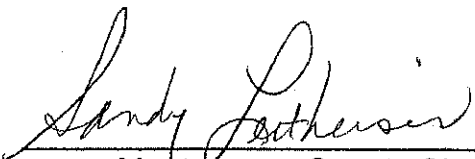

Shelby County Clerk

COUNTY OF MONTGOMERY, a body politic and corporate

By:


Chairperson, Montgomery County Board

ATTEST:


Montgomery County Clerk

posted +

F I L E D JUN 09 2009

ORDINANCE # 09-12

ORDINANCE ESTABLISHING PREVAILING WAGE RATES *Linda Leitheiser* COUNTY CLERK

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

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

NOW THEREFORE, BE IT ORDAINED BY

Montgomery County Board:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, County, City or any public body or political subdivision or any one under contract for public works," approved June 26th, 1941 as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Board of Trustees is hereby ascertained to be the same as prevailing rate of wages for construction work in the Montgomery County area as determined by the Department of Labor of the State of Illinois as of June 20__ a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the Board of Trustees. The definition of any terms appearing in this ordinance which are also used in aforesaid Act shall be the same as in said Act.

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

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

SECTION 4: The Board of Trustees shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and particular class of workers whose wages will be affected by such rates.

SECTION 5: The Board of Trustees shall promptly file a certified copy of this Ordinance with BOTH the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The Board of Trustees shall cause to be published in a newspaper of general circulation within the area a notice of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

ADOPTED this 9th day of June, 2009.

APPROVED:

Michael Bluff
CHIEF PRESIDING OFFICER

ATTEST:
Andy Lee
SECRETARY/CLERK

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

CERTIFICATION OF PREVAILING WAGE ORDINANCE

I, Sandy Leithaiser, DO HEREBY CERTIFY THAT I am the Clerk/Secretary in and for the Board of Trustees of Montgomery County Board; that the foregoing is a true and correct copy of an Ordinance duly passed by the Chairman and Board of Montgomery County Board being entitled: "AN ORDINANCE OF Montgomery County Board, Montgomery County, Illinois ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMAN AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID Montgomery County Board," at the regular meeting held on the 9th day of June, 2009, the ordinance being a part of the official records of said Montgomery County Board.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 9th day of June, 2009.

(SEAL)

Sandy Leithaiser
Clerk/Secretary

ATTEST:

Michael Bell
Chief Presiding Officer/ Title

Montgomery County Prevailing Wage for June 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		23.000	23.500	1.5	1.5	2.0	5.050	11.50	0.000	0.700
ASBESTOS ABT-MEC		BLD		26.610	27.610	1.5	1.5	2.0	5.250	2.500	0.000	0.250
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	6.820	11.43	1.500	0.350
BRICK MASON		BLD		27.990	29.790	1.5	1.5	2.0	5.850	8.600	2.000	0.200
CARPENTER		BLD		27.800	30.050	1.5	1.5	2.0	7.000	9.750	0.000	0.320
CARPENTER		HWY		27.810	29.560	1.5	1.5	2.0	7.000	9.770	0.000	0.320
CEMENT MASON		ALL		28.450	29.450	1.5	1.5	2.0	6.500	9.500	0.000	0.200
CERAMIC TILE FNSHER		BLD		23.370	0.000	1.5	1.5	2.0	5.200	4.400	0.000	0.410
ELECTRIC PWR EQMT OP NE	ALL			30.750	0.000	1.5	1.5	2.0	4.750	8.610	0.000	0.000
ELECTRIC PWR EQMT OP SW	ALL			32.180	0.000	1.5	1.5	2.0	4.690	8.370	0.000	0.240
ELECTRIC PWR GRNDMAN NE	ALL			21.090	0.000	1.5	1.5	2.0	4.750	5.905	0.000	0.000
ELECTRIC PWR GRNDMAN SW	ALL			24.030	0.000	1.5	1.5	2.0	3.500	6.250	0.000	0.180
ELECTRIC PWR LINEMAN NE	ALL			34.160	36.350	1.5	1.5	2.0	4.750	9.560	0.000	0.000
ELECTRIC PWR LINEMAN SW	ALL			36.990	38.780	1.5	1.5	2.0	5.400	9.620	0.000	0.280
ELECTRIC PWR TRK DRV NE	ALL			22.130	0.000	1.5	1.5	2.0	4.750	6.200	0.000	0.000
ELECTRIC PWR TRK DRV SW	ALL			26.260	0.000	1.5	1.5	2.0	3.830	6.830	0.000	0.200
ELECTRICIAN	E	BLD		31.930	35.120	1.5	1.5	2.0	5.150	5.750	0.000	0.480
ELECTRICIAN	NW	BLD		33.220	35.220	1.5	1.5	2.0	5.150	6.000	0.000	0.500
ELECTRICIAN	SW	ALL		34.860	36.950	1.5	1.5	2.0	5.580	7.150	0.000	0.440
ELECTRONIC SYS TECH	E	BLD		26.930	28.430	1.5	1.5	2.0	5.150	4.040	0.000	0.250
ELECTRONIC SYS TECH	W	BLD		27.780	29.530	1.5	1.5	2.0	2.800	6.580	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		39.715	44.680	2.0	2.0	2.0	9.525	8.210	2.380	0.000
GLAZIER		BLD		29.230	30.730	1.5	2.0	2.0	5.730	5.650	0.000	0.310
HT/FROST INSULATOR		BLD		32.910	33.910	1.5	1.5	2.0	5.600	9.360	0.000	0.500
IRON WORKER	N	BLD		28.500	30.500	1.5	1.5	2.0	5.860	10.28	0.000	0.500
IRON WORKER	N	HWY		28.500	30.000	1.5	1.5	2.0	5.860	10.28	0.000	0.500
IRON WORKER	S	ALL		28.350	29.850	1.5	1.5	2.0	6.360	10.05	0.000	0.420
LABORER		ALL		22.500	23.000	1.5	1.5	2.0	5.050	11.50	0.000	0.700
LATHER		BLD		27.800	30.050	1.5	1.5	2.0	7.000	9.750	0.000	0.320
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		BLD		23.370	0.000	1.5	1.5	2.0	5.200	4.400	0.000	0.410
MILLWRIGHT		BLD		28.270	30.520	1.5	1.5	2.0	7.000	9.740	0.000	0.320
MILLWRIGHT		HWY		29.780	31.530	1.5	1.5	2.0	7.000	10.19	0.000	0.320
OPERATING ENGINEER		ALL	1	28.500	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
OPERATING ENGINEER		ALL	2	27.370	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
OPERATING ENGINEER		ALL	3	22.890	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
OPERATING ENGINEER		ALL	4	22.950	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
OPERATING ENGINEER		ALL	5	22.620	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
OPERATING ENGINEER		ALL	6	29.050	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
OPERATING ENGINEER		ALL	7	29.350	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
OPERATING ENGINEER		ALL	8	29.630	31.500	1.5	1.5	2.0	7.300	12.75	0.000	1.000
PAINTER		BLD		27.700	29.200	1.5	1.5	2.0	4.750	6.170	0.000	0.450
PAINTER		HWY		28.900	30.400	1.5	1.5	2.0	4.750	6.170	0.000	0.450
PAINTER OVER 30FT		BLD		28.700	30.200	1.5	1.5	2.0	4.750	6.170	0.000	0.450
PAINTER PWR EQMT		BLD		28.700	30.200	1.5	1.5	2.0	4.750	6.170	0.000	0.450
PAINTER PWR EQMT		HWY		29.900	31.400	1.5	1.5	2.0	4.750	6.170	0.000	0.450
PILEDRIIVER		BLD		28.300	30.550	1.5	1.5	2.0	7.000	9.750	0.000	0.320
PILEDRIIVER		HWY		28.810	30.560	1.5	1.5	2.0	7.000	9.770	0.000	0.320
PIPEFITTER	NE	BLD		37.000	40.500	1.5	1.5	2.0	6.450	6.500	0.000	0.350
PIPEFITTER	SW	BLD		32.950	34.600	2.0	2.0	2.0	5.350	7.160	0.000	0.200
PLASTERER		BLD		29.150	30.150	1.5	1.5	2.0	6.500	7.750	0.000	0.250
PLUMBER	NE	BLD		37.000	40.500	1.5	1.5	2.0	6.450	6.500	0.000	0.350
PLUMBER	SW	BLD		32.950	34.600	2.0	2.0	2.0	5.350	7.160	0.000	0.200
ROOFER		BLD		26.070	28.570	1.5	1.5	2.0	6.600	5.250	0.000	0.200
SHEETMETAL WORKER		ALL		28.080	29.580	1.5	1.5	2.0	6.350	5.650	1.690	0.260
SPRINKLER FITTER		BLD		36.140	38.890	1.5	1.5	2.0	8.200	6.550	0.000	0.250
TAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	0.000	0.000	0.000	0.000
TAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	0.000	4.250	0.000	0.070

TRUCK DRIVER	ALL 1	28.605	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 2	29.005	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 3	29.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 4	29.455	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	ALL 5	30.205	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 1	22.880	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 2	23.200	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 3	23.360	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 4	23.560	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250
TRUCK DRIVER	O&C 5	24.160	0.000	1.5	1.5	2.0	9.050	4.200	0.000	0.250

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.

Oil and chip resealing (O&C) means the application of road oils and

liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER AND MARBLE FINISHER

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

ELECTRONIC SYSTEMS ELECTRICIAN

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

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.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Text terrazzo, epoxy matrix terrazzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

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

LANDSCAPING

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

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #13-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1076 B-CA	Fillmore Road District	50 %	\$ 2,500
	Montgomery County	50 %	\$ 2,500
TOTAL =		100 %	\$ 5,0000

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

Approved and adopted by the Montgomery County Board this 9th day of June, 2009.

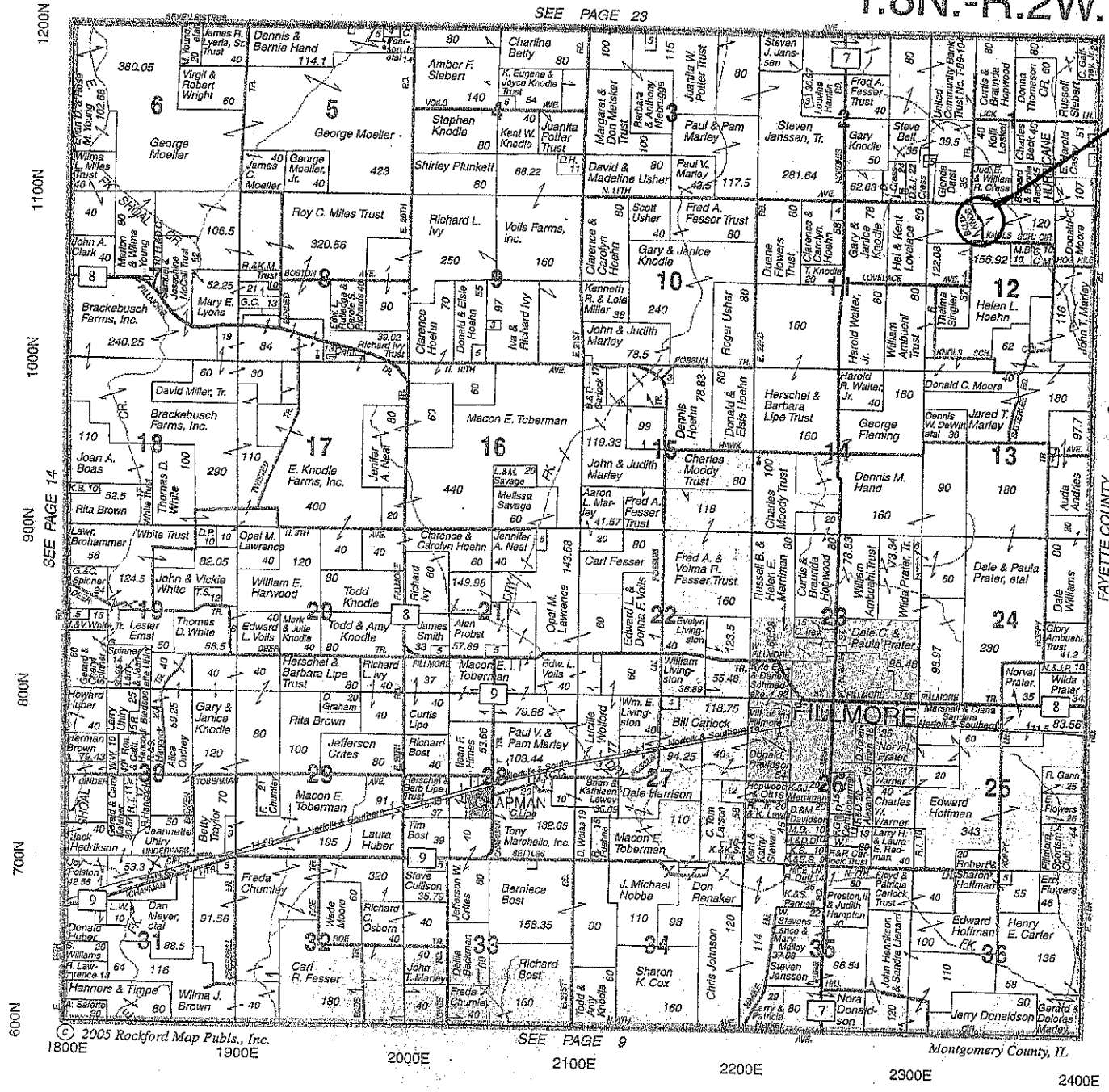

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

FILLMORE

T.8N.-R.2W.

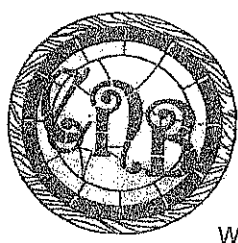
SEE PAGE 23



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1800E 1900E

SEE PAGE 9
2000E 2100E

Montgomery County, IL
2200E 2300E 2400E



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MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #14-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1077 B-CA	Montgomery County	100 %	\$ 335,000

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

Approved and adopted by the Montgomery County Board this 9th day of June, 2009.

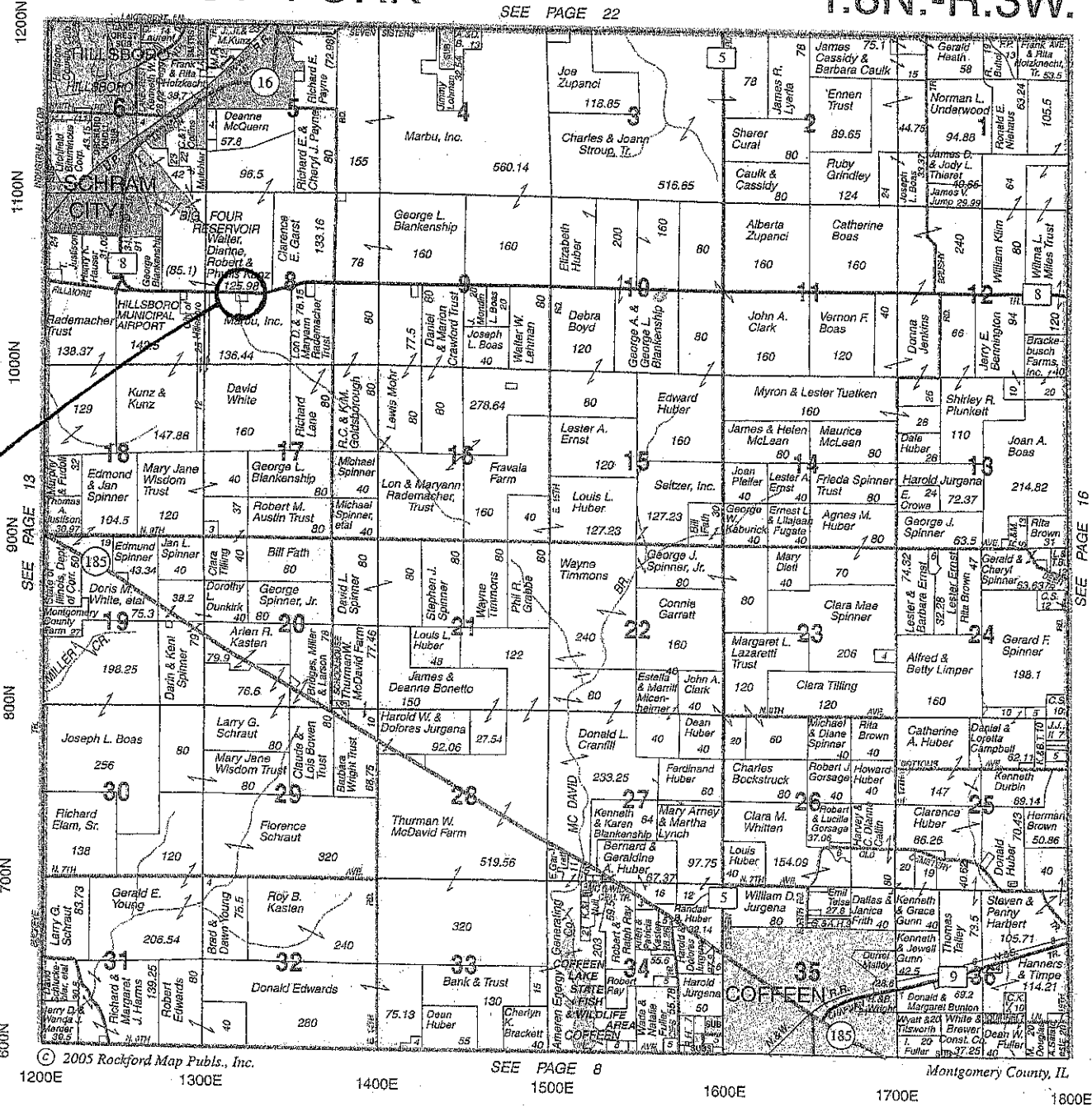

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

NORTH PART EAST FORK

T.8N.-R.3W.

SEE PAGE 22



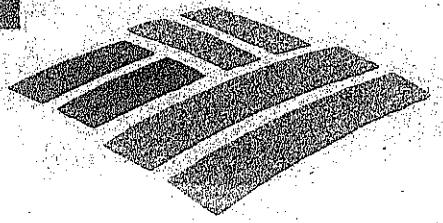
© 2005 Rockford Map Pubs., Inc. SEE PAGE 8 Montgomery County, IL

1200E 1300E 1400E 1500E 1600E 1700E 1800E

Bank of America

420 South Main Street
Hillsboro, Illinois 62049-0160

Phone: 217.532.3926
Fax: 217.532.3940



LOCAL AGENCY/COMPANY
AGREEMENT

This Agreement made and entered into between Montgomery County, an Illinois County, acting by and through its County Board ("LOCAL AGENCY"), and Ameren Energy Generating Company, an Illinois corporation acting by and through its Chief Officer or Authorized Designee ("COMPANY").

RECITALS

WHEREAS, the LOCAL AGENCY is interested in expanding its economic base with the primary emphasis on creating and retaining jobs; and

WHEREAS, the LOCAL AGENCY will enter into an agreement with the Illinois Department of Transportation, hereinafter called the STATE, to implement an economic development program that significantly impacts upon the LOCAL AGENCY's economic base; and

WHEREAS, the COMPANY has proposed a project (the "Project") that will create and/or retain jobs at COMPANY's Coffeen Power Station, thus providing a significant benefit to the LOCAL AGENCY's economic base (the "Project"); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. REPORTING REQUIREMENTS

- 1.1. As required by Public Act 93-552, the COMPANY is required to submit to the STATE an annual progress report of employment for five years from the date of the IDOT/Local Agency funding agreement.
- 1.2. The annual progress report shall consist of job classifications, wages, number of positions, and other pertinent information as shown on Exhibit I.
- 1.3. All annual employee progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. The COMPANY will be notified by letter annually with instructions on how and when to fill out their annual report. This report will then be submitted electronically to IDOT.

II. DEFAULT AND REMEDIES

- 2.1. The COMPANY shall have no financial obligation to contribute to the cost of the Project. Provided, however, in consideration of the completion Project, The COMPANY shall create and/or retain a minimum of 50 full-time jobs at the Facility on or before July 1, 2010.

- 2.2. In the event the COMPANY fails to create and/or retain the requisite number of full-time jobs in accordance with Public Act 93-552, or the COMPANY fails to comply with the reporting requirements herein, the COMPANY may be held in default. If declared in default, the COMPANY's Coffeen Power Station shall be put on suspension and shall be prohibited from completing any current or providing any future development assistance until the state receives proof that the recipient has come into compliance with the requirements of Public Act 93-552.

III. TERMINATION

- 3.1. This Agreement may be terminated at any time by written, mutual agreement of the parties.
- 3.2. This Agreement, and all further obligations of the parties hereunder, will terminate when the Project has been completed and when the COMPANY has satisfied its reporting obligations under Section 1.

IV. GENERAL PROVISIONS

- 4.1. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity without invalidating the remaining provisions of this Agreement.
- 4.2. This Agreement represents the full and complete agreement between the parties with respect to the matters addressed herein and there are no oral agreements or understandings between the parties.
- 4.3. This Agreement shall be construed in accordance with and governed by the law of the State of Illinois.

IN WITNESS THEREOF, the parties have caused this AGREEMENT to be executed.

EXECUTED BY MONTGOMERY COUNTY

ATTEST:

By: Sandy Luthersen
County Clerk

By: Michael Smith
County Board Chairman

Date: 6/9/09

Date: 6/9/09

(SEAL)

EXECUTED BY AMEREN ENERGY GENERATING COMPANY

ATTEST:

By: Jim Wilts
James L. Williams, Jr., Plant Manager, Coffeen Power Station

Date: 6/1/09

State of _____)
County of _____) ss

I, SRF a Notary Public, in and for said County and State aforesaid, do hereby certify that James L. Williams, Jr., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, did appear before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Signed before me on June 1, 2009

Notary Public



RESOLUTION #15-09**RESOLUTION TO DELETE SECTION OF HIGHWAY
FROM COUNTY HIGHWAY SYSTEM**

Providing for the deletion of County Highway 13 from 1.06 miles south of IL Rte. 16 southerly 0.70 mile to the southern boundary of the City of Litchfield, in its entirety including structure number 068-3232, in Litchfield, Illinois from the County Highway System in Montgomery County, Illinois.

WHEREAS, the County of Montgomery and the City of Litchfield entered into an agreement for transfer of jurisdiction of the above location to the Municipal Street System.

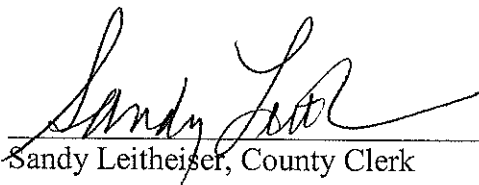
NOW THEREFORE, BE IT RESOLVED; that the above location, with Department of Transportation approval, be deleted from the highway system of Montgomery County and that said route is identified as County Highway 13 from 1.06 miles south of IL Rte. 16 southerly 0.70 mile to the southern boundary of the City of Litchfield, in its entirety including structure number 068-3232, in Litchfield, Illinois.

Be it further resolved, that the County Clerk is hereby directed to transmit three certified copies of this Resolution to the State of Illinois through its Regional Engineer's Office at 126 East Ash Street, Springfield, Illinois.

ATTEST:

I, Sandy Leitheiser, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect, and complete copy of a Resolution adopted by the County Board of Montgomery County at its Adjourned Meeting held on June 9, 2009.

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 June, 2009


Sandy Leitheiser, County Clerk

(S E A L)



**Illinois Department
of Transportation**

**Local Agency Agreement for
Jurisdictional Transfer**

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: City of Litchfield
Township/Road District:	Township/Road District:
County: Montgomery County	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Niemanville Trail Route CH 13 Length 0.70 miles
Termini from 1.06 miles south of IL Rte 16 southerly 0.70 mile to the southern boundary of the city of Litchfield
in its entirety.

This transfer does does not include Structure No. 068-3232

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval 10 calendar days after final inspection by the state

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement:

Supplement Map, County Resolution and City Ordinance

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

Name Mike Plunkett

Title Montgomery County Board Chairman

Chairman County Board/Mayor/Village President/etc.

Signature *Mike Plunkett*

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: _____

APPROVED BY RECIPIENT

Name Thomas Jones

Title City of Litchfield Mayor

Chairman County Board/Mayor/Village President/etc.

Signature _____

Director of Highways

Date

MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENT
P. O. Box 1452
Decatur, Illinois 62525
Telephone (217) 429-5050

DATE: June 25, 2009
FROM: Montgomery County Board
TO: Montgomery County Clerk - Sandy Leitheiser
Montgomery County Supervisor of Assessments - Ray Durston
Montgomery County Treasurer/Collector - Ronald Jenkins
RE: Notice From County Officials--Voiding of 2008 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 200/21-90, Sec 200/21-95, Sec 200/21-100, Sec 200/21-105.

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 14th day July of, 2009.

Michael Plunkett
County Board Chairman, Mike Plunkett

William E. Sielschott
Finance Committee Chairman, Bill Sielschott

Attest By: Sandy Leitheiser
Montgomery County Clerk, Sandy Leitheiser

800

9 PAGE 208

MONTGOMERY COUNTY TRUSTEE
2008-TAX VOID LIST

02-000-215-00/ 02-31-100-301
02-000-544-00/ 01-07-100-301
02-000-550-00/ 01-18-400-302
02-000-550-05/ 01-18-300-302
02-000-550-10/ 01-18-100-302
02-000-554-01/ 01-19-300-301
02-000-555-00/ 01-21-200-301
02-000-556-00/ 01-22-100-301
02-000-557-00/ 01-23-100-301
02-000-559-00/ 01-25-100-301
02-000-560-00/ 01-26-100-301
02-000-561-00/ 01-27-100-301
02-000-562-00/ 01-28-200-301
02-000-563-00/ 01-32-200-302
02-000-564-00/ 01-34-100-301
02-000-565-00/ 01-35-100-301
02-000-566-00/ 01-36-100-301
02-000-569-00/ 01-33-100-301
04-001-220-00/ 17-06-376-005
06-000-908-00/20-22-334-003
07-000-177-00/04-06-100-301
08-100-707-98/ 16-12-200-301
08-103-795-00/ 16-13-305-023
08-202-488-00/ 16-11-481-045
09-000-826-00/ 12-22-477-008
11-100-059-00-10/ 10-03-408-013
11-100-059-00-14/ 10-03-408-002

11-100-059-00-27/ 10-03-408-018
11-100-059-00-29/ 10-03-408-022
11-100-059-00-57/ 10-03-404-008
11-100-059-12/ 10-03-407-033
11-100-059-13/ 10-03-407-032
11-100-059-15/ 10-03-407-030
11-100-059-17/ 10-03-405-009
11-100-059-20/ 10-03-405-006
11-100-059-34/ 10-03-402-010
11-100-059-36/ 10-03-402-012
11-100-059-42/ 10-03-402-018
11-100-059-43/ 10-03-403-013
11-100-059-47/ 10-03-403-009
11-100-059-48/ 10-03-403-008
11-100-059-51/ 10-03-403-004
11-100-059-77/ 10-03-403-018
11-100-059-78/ 10-03-403-019
12-000-411-00/ 03-01-100-302
12-000-412-00/ 03-02-100-302
12-000-414-00/ 03-03-100-301
12-000-416-00/ 03-04-300-302
12-000-417-00/ 03-05-200-302
12-000-418-00/ 03-08-200-301
12-000-419-00/ 03-09-100-301
12-000-419-10/ 03-09-100-302
12-000-424-00/ 03-10-100-301
16-002-012-00/ 15-04-504-008
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18-000-639-00/ 13-06-402-004
18-000-658-00/ 13-05-102-005
18-001-114-00/ 13-06-263-003
2003 CERTS
02-000-627-00/ 01-33-406-007
03-000-465-38/ 11-36-200-015
09-000-735-00/ 12-22-402-018
11-100-059-00-45/ 10-03-408-040
11-100-059-07/ 10-03-407-003
11-100-059-39/ 10-03-402-015
11-100-059-46/ 10-03-403-010
11-100-059-50/ 10-03-403-005
11-100-059-52/ 10-03-403-003
11-100-059-56/ 10-03-405-021
11-100-059-60/ 10-03-405-016
11-100-059-96/ 10-03-402-019
2004 CERTS
11-100-059-00-8/ 10-03-408-021
11-100-059-08/ 10-03-407-002
11-100-059-88/ 10-03-405-036
11-100-059-91/ 10-03-406-012
11-100-059-92/ 10-03-406-013
18-001-331-05/ 13-06-340-011

E-Waste Recycling Agreement By and Between COM2 Computers and Technologies, LLC and Montgomery County Recycling

This Agreement is entered into by and between Com2 Computers and Technologies LLC an Illinois Company, known here as, "The COMPANY" and Montgomery County Recycling now known here as, "The HOST".

Whereas, The Company is a recycler of excess and surplus computers and electronics that has offered to implement a free e-waste recycling program in Montgomery County, Illinois in the manner described below; and

Whereas, most electronic products contain components and materials, which are environmental and health risks; and

Whereas, the Electronics Products Recycling and Reuse Act was passed by the Illinois General Assembly on September 17th, 2008 and bans all e-waste from landfills after January 1, 2012; and

Whereas, the Host desires to provide e-waste recycling services on its property to its residents;

Now, Therefore, In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Terms and Termination

- a. This agreement will have an initial term from the date of execution of this agreement through June 30th, 2010. After the initial term, this Agreement may be renewed each year 60 days prior to the end date of the initial term, through a mutual agreement by both parties. (The initial term date will begin on July 1 of the present year and end June 30th, of the following year)
- b. The Company or the Host may terminate this agreement upon written notification to the other party within 60 days prior to the end date of the initial agreement or any renewed agreement between the parties.

2. Services to be Provided by The Company and/or The Host:

- a. The Company shall provide a semi trailer, Gaylord Boxes, pallets, and any material needed for containment of the collected e-waste material, to The Host at no cost to The Host for the term of this agreement or any renewed agreement between The Company and The Host.
- b. The boxes will be set up for the e-waste collections by The Host in a secured (only The Company's Employees or Designees and/or The Host's Employees and/or Designees will be allowed to handle material and place in truck) location or locations designated by The Host, that will accept the following e-waste items...
 - **Calculators, cell phones, portable music players, mp3 players, CD players, tape players, radios, boom boxes, speakers, computer laptops, computer notebooks, desktop computers, printers, copiers, VCR's, DVD players, telephones, microwaves, and other standard household electronic devices are to be recycled at no charge to the resident or Host.**
- c. The Company shall not send any of the electronics or electronic components to a landfill at any time; nor will any of the recycling be performed outside the United States.
- d. Any media type, computer hard drive, zip drive, tapes or cd rom that contains personal data will be wiped clean, erased, purged or shredded according to D.O.D. (Department of Defense) Standards and Procedures by The Company. This will be held in compliance with federal regulations, which include the Federal Privacy Act HIPPA (Health Insurance Portability and Accountability Act and State legislation) and Gramm-Leach-Bliley Act.

- e. Client liability is eliminated by a Certificate of Destruction documenting the destruction process and verifying that The Company has followed EPA, State and Federal guidelines during the recycling and destruction process and The Company will provide a report to The Host on the types and amount of items that the Certificate makes reference to.
 - f. Once the box or boxes are full they will then be loaded (by Recycling Employees) on to the truck (provided by The Company) and locked with a serial numbered tagged for security.
 - g. The Company will be called when the truck is loaded to a capacity not less than 30,000 lbs. and not exceeding 45,000 lbs. The Company will pick up the load within a 48 to 72 hour time frame after being contacted. Pick ups will be scheduled during The Host's hours of operation.
 - h. The Company will not charge The Host, residents, businesses or anyone who participates in the e-waste recycling program for Montgomery County.
 - i. When The Host advertises for their Free Electronics Recycling Drive, by way of local media, fliers, etc... The Host agrees to support The Company by promoting the Com2 Computers and Technologies, LLC name, address and business phone number, in coordination with The Host's Free Electronic Recycling Drives.
3. **FORCE MAJEURE.** Neither party (The Host nor the The Company) shall be held liable for failure to perform the party's obligations for any cause beyond that parties reasonable control, including: production of material, transportation and pick up of material, labor difficulties, fire, flood, earthquake, storm, or other natural disasters. In the event of any delay on that party's performance due in whole or in part to any cause beyond that party's reasonable control, that party shall have such additional time for performance as may be reasonably necessary under the circumstances.
4. **INDEMNIFICATION CLAUSE.** The Company agrees to indemnify, defend and hold harmless The Host against any claims, losses, damages or expenses due to the acts or omissions of The Company, its officers, agents or employees in the performance of any of the terms of this contract.
5. **NON-WAIVER.** The waiver of any breach of the terms of this Agreement shall not constitute the waiver of any other or further breach hereunder, whether or not of a like kind or nature.
6. **NOTICES.** Any notice given by either party hereto to the other party shall be deemed to have been sufficiently given by overnight delivery service, regular mail, Certified Mail and/or facsimile and in such case confirmed by regular mail to the addresses set forth below for the other party (or at such other address as may be specified in writing by such other party from time to time):

If to the Company:

Com2 Computers and Technologies LLC
 195 E. Kehoe Blvd.
 Carol Stream, IL 60188
 Attention: Saheem Baloch
 Facsimile: (630) 690-COM2 (2662)

If to the Host:

Montgomery County Recycling
 P.O. Box 122
 Hillsboro, Illinois 62049
 Facsimile: (217) 532-9585

7. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party; provided that a party may assign this agreement to an affiliate or to a purchaser of its business.

- 8. **SEVERABILITY.** In the event that any one or more of these provisions is held invalid, illegal or unenforceable, such provision or provisions shall be severed and the remaining provision or provisions shall remain binding and effective.
- 9. **CONTROLLING LAW AND VENUE.** This Agreement shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois. The parties hereby irrevocably consent and submit to the exclusive jurisdiction of Illinois State Courts or Federal Courts sitting in Montgomery County, Illinois, over any suit, action or proceeding which arises out of or relates in any way to this Agreement or any judgment entered in any court in respect hereof, and consents to serve of process by registered mail, return receipt requested or by any other means provided by Illinois law. The parties hereby waive the right to contest the jurisdiction and venue of said courts located in Montgomery County, Illinois on the grounds of inconvenience or otherwise.
- 10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and cancels and supersedes all previous agreements, if any, between the parties. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by The Company and The Host, respectively. No terms and conditions that may be contained in any order, acknowledgement, invoice or other form issued by either party shall be of any effect unless signed by the parties.

Approved this 14th day of July, 2009.

Com2 Computers and Technologies LLC

By: [Signature]
Title: Parsons

Montgomery County:

[Signature]
Montgomery County Board, Chairman

Attest:

[Signature]
Montgomery County Clerk & Recorder

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #16-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1078 B-CA	Witt Road District	50 %	2,500.00
	Montgomery County	50 %	2,500.00
TOTAL =		100 %	\$ 5,000.00

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

Approved and adopted by the Montgomery County Board this 14th day of July, 2009.


SANDY LEITHEISER, COUNTY CLERK

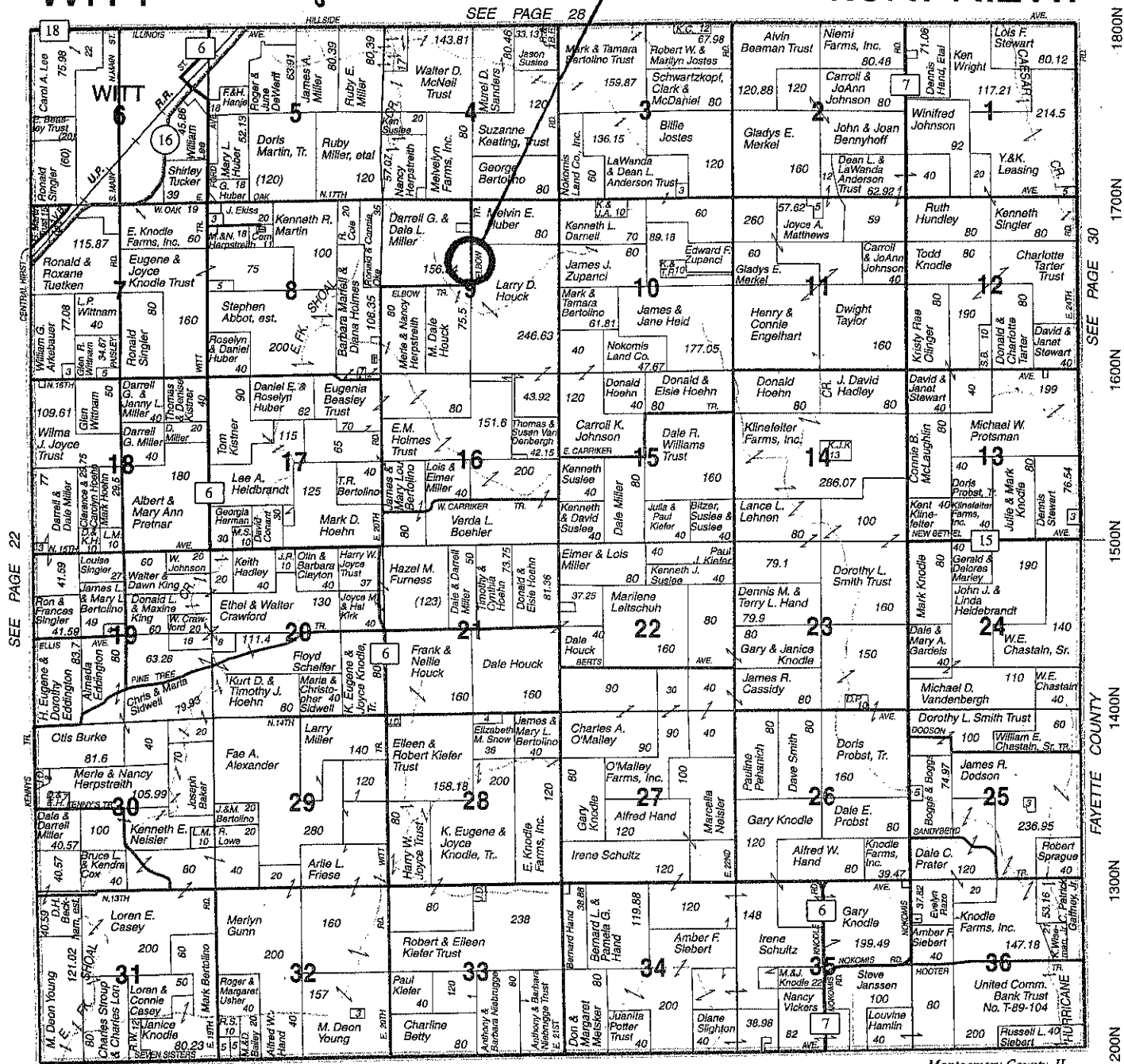
(SEAL)

WITT

Project Location

T.9N.-R.2W.

SEE PAGE 28



© 2005 Rockford Map Pubs., Inc.

SEE PAGE 16

Montgomery County, IL

1800E 1900E 2000E 2100E 2200E 2300E 2400E

Security National Bank

Witt, Illinois 62094
(217) 594-2221 or
(800) 594-0242

Fillmore, Illinois 62032
(217) 538-2265



Irving, Illinois 62051
(217) 533-4351
Coffeen, Illinois 62017
(217) 534-2351
Toll Free: (888) 766-0610



A SOUND INSTITUTION DEDICATED TO SERVICE



Census 2010 Proclamation for

Montgomery County, IL COMPLETE COUNT COMMITTEE

Whereas, the next DECENNIAL CENSUS will be taken in the year 2010, and political representation to the United States House of Representatives, State Legislatures and Local Governments is determined by the DECENNIAL CENSUS, and the Montgomery County Board recognizes the equal importance of each resident in the 2010 Census Count; and,

Whereas, the Montgomery County Board has agreed to be one of 6,425 government entities in partnership with Montgomery County, IL and the US Bureau of Census; and,

Whereas, the Montgomery County Board understands its primary role in this partnership with Montgomery County, IL and the US Bureau of Census is to formulate a COMPLETE COUNT COMMITTEE that should include from among, but is not limited to the following sub-committees: Government, Education, Media, Religious, Community-Based Organizations, Business, Recruiting, and Special Housing; and,

Whereas, the role of the Government sub-committee, if any, is to bridge all gaps between the community and the Census Bureau on geographic matters, outreach activities, and information centers; and,

Whereas, the role of the Education sub-committee, if any, is to create census awareness programs for pre-kindergarten to college age students, coalesce with educational institutions, distribute Census Bureau Education Programs, and to encourage parents and college students to apply for Census job; and,

Whereas, the role of the Media sub-committee, if any, is to utilize all aspects (print and electronic) of its industry to inform, motivate, and educate the city's residents in the necessity and importance of their rapid response and 100% participation in the Census 2010; and,

Whereas, the role of the Religion sub-committee, if any, is to form a cross denominational coalition for the dissemination of Census information, inclusion of special announcements in church bulletins and sermons, hosting of Census awareness activities, and circulation of Census job opening bulletins; and,

Whereas, the role of the Community-based Organizations sub-committee, if any, is to make the community aware of the many ways Census data is used to obtain funding for essential services and programs; and,

Whereas, the role of the Business sub-committee, if any, is to encourage all area businesses to advertise the Census message in sales advertisements, promotional materials and displays, and to sponsor Census 2010 community awareness activities; and,

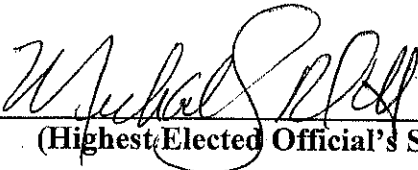
Whereas, the role of the Recruiting sub-committee, if any, is to receive and disseminate to all segments of the community, information regarding the availability of Census jobs in the local area; and,

Whereas, the role of the Special Housing sub-committee, if any, is to assist in the location of shelters, soup kitchens, non-sheltered outdoor locations, group quarters, and other non-conventional housing facilities; and,

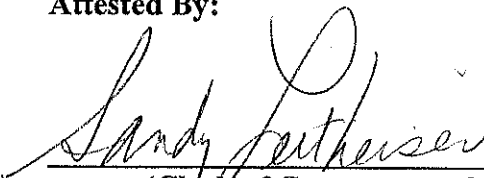
Therefore, I, the Chairman of the Montgomery County Board hereby proclaim full support and participation in the overwhelming success of Census 2010 through the formulation of a MONTGOMERY COUNTY, IL COMPLETE COUNT COMMITTEE.

Signed this 11th day of August, 2009,
By:

Attested By:



(Highest Elected Official's Signature)



(Clerk of Governmental Entity)

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #17-09

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

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

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

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

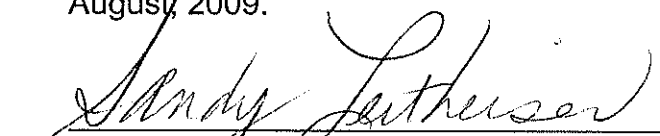
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
1079 B-CA	Walshville Road District	50 %	\$ 7,500
	Montgomery County	50 %	\$ 7,500
TOTAL =		100 %	\$ 15,000

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

Approved and adopted by the Montgomery County Board this 11th day of August, 2009.

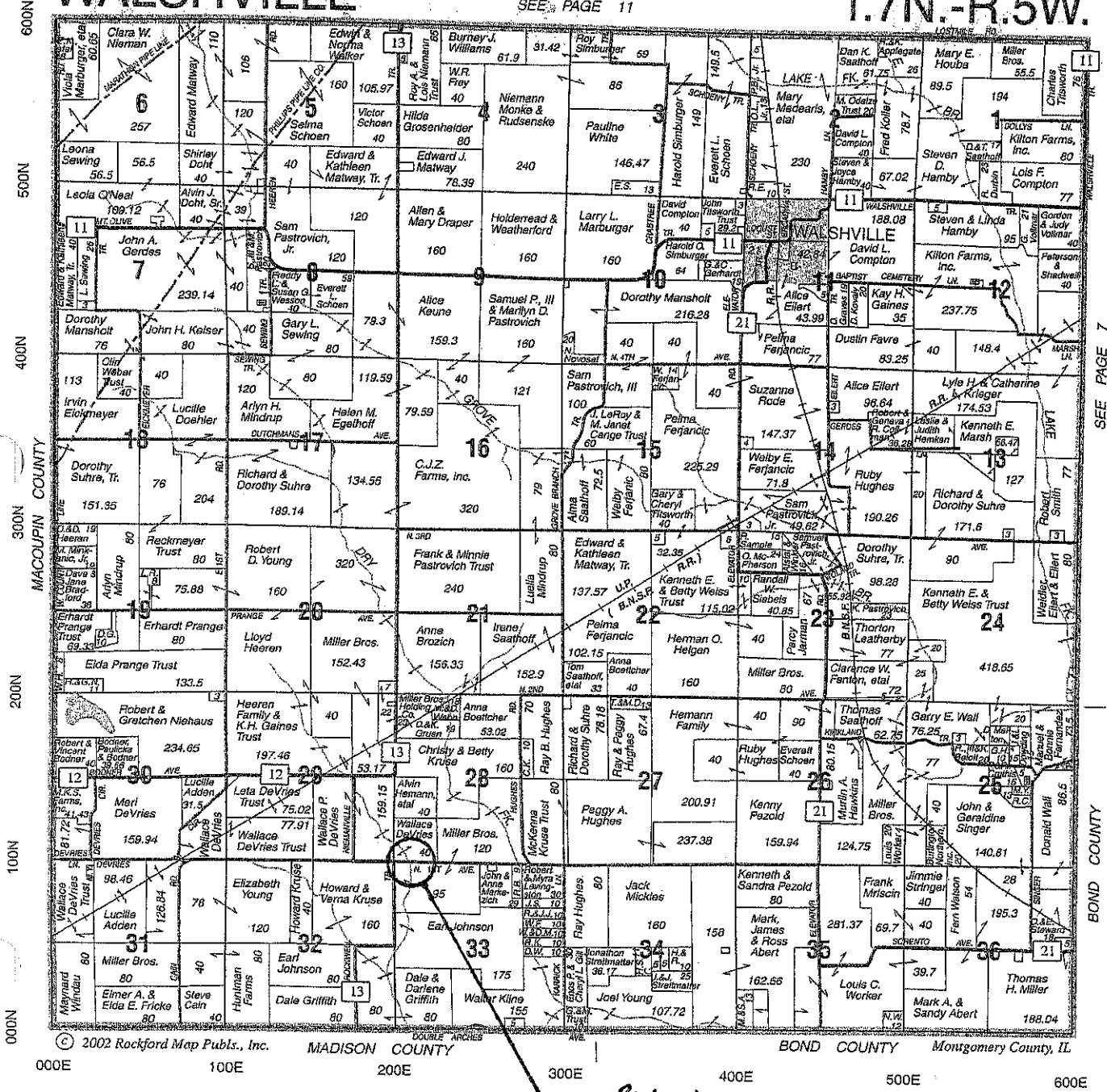

SANDY LETHEISER, COUNTY CLERK

(SEAL)

WALSHVILLE

SEE PAGE 11

T.7N.-R.5W.



SEE PAGE 7

BOND COUNTY

Project Location



LOHMAN'S PLUMBING & HEATING

PLUMBER LICENSE NO. 58-71077
HOT WATER & STEAM HEAT
(217) 532-6311

JIM & SHARON LOHMAN
Owners

1801 SCHOOL ST.
HILLSBORO, IL 62049



Caruthers Excavating & Bulldozing

12870 Caruthers Road • Waverly, Illinois 62692

(217) 435-3491
(217) 971-1570 (mobile)

TREG CARUTHERS

EMERGENCY PREPAREDNESS AGREEMENT

WHEREAS, the County of Montgomery and Hillsboro Community School District #3 desire to provide for mutual cooperation in response to major emergency incidents which may render the Court buildings and/or County jail inoperable; and

WHEREAS, the County of Montgomery and Hillsboro Community School District #3 desire to provide effective emergency management for purposes deemed to be of public benefit;

NOW, THEREFORE, the County of Montgomery and Hillsboro Community School District #3 agree to the following EMERGENCY PREPAREDNESS AGREEMENT:

ARTICLE I. REQUEST FOR ASSISTANCE

- A. The Chairman of the County Board or his/her authorized representative may request assistance of the School District by contacting the authorized representative of the District.
- B. Requests may be verbal or in writing.

ARTICLE II. SCOPE OF ASSISTANCE

- A. Upon request of the County Board, the Hillsboro School District agrees to provide the County access to and use of a portion of the Witt Elementary School which use shall not interfere with the students and other school staff in the conduct of their daily activities.
- B. That portion of the school so utilized will be made available to the County for regular courthouse activities, including holding Court and possible, temporary detention of prisoners.
- C. The County will be authorized to install temporary partitions, computers, telephone lines, etc, as may be necessary to conduct business.
- D. The County will be responsible for providing security to that portion of the building it utilizes and will further be responsible for general liability insurance, personal injury insurance, and property damage insurance against loss or damage to equipment, injury to its own staff or damage to the premises it occupies.
- E. The County agrees to pay that portion of utility expenses attributable to the area it utilizes. The School District agrees to provide a record of the expenses incurred in sufficient detail to satisfy auditing requirements.
- F. The County, at its discretion, may install an emergency, mobile generator and hookup, at its expense. Said generator will be made available for use by the School District should an emergency need arise.

2.

ARTICLE III. LIMITATIONS

- A. The County will be authorized to use the school premises for an individual period not to exceed sixty (60) days.
- B. The parties agree to waive all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this agreement except for gross negligence or willful misconduct by the other party, its employees or agents.

ARTICLE IV. IMPLEMENTATION

- A. This Agreement shall become effective immediately upon approval and signature by the necessary parties.
- B. Either party may withdraw from this Agreement by enacting a repeal of the same, but no such withdrawal shall take effect for thirty (30) days after giving notice in writing of such withdrawal to the other party.

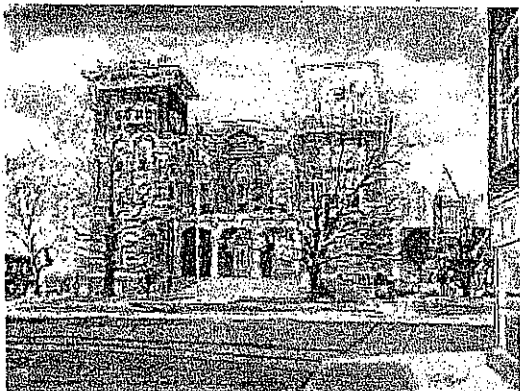
IN WITNESS WHEREOF, the parties have executed the Emergency Preparedness Agreement as of the 11th day of August, 2009.

COUNTY OF MONTGOMERY

BY: Mike Plunkett
Mike Plunkett, County Board Chairman

HILLSBORO COMMUNITY SCHOOL DISTRICT #3

BY: David Powell
David Powell, Superintendent



Montgomery County

1 Courthouse Square
Hillsboro, Illinois 62049

WEST CENTRAL DEVELOPMENT COUNCIL, INC.

RESOLUTION

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 planning commission to be designated as an Economic Development District prior to an application for federal funds for Economic Development planning grants,

Now, Therefore, Be It Resolved by the **Montgomery County Board** that it has reviewed, discussed and accepted the CEDS document prepared by the WCDC Strategy Committee hereby supports the application of the West Central Development Council for Economic Development comprehensive planning activities.

Signed this 8th day of Sept. 2009.


County Board Chairman

ATTEST: 
County Clerk



**Local Agency Agreement
for Federal Participation**

Local Agency Montgomery County	State Contract XXX	Day Labor	Local Contract	RR Force Account
Section 08-00128-00-BR	Fund Type ARR	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-252-09	ARA-0721(219)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Fillmore Trail (CH-8) Route FAS 721 Length 550 Feet
 ini 3.0 Miles NW of Fillmore (From approximately 240' west of the E. Fork of Shoal Creek crossing to 315' east of the crossing)

Current Jurisdiction Montgomery County Existing Structure No 068-3009

Project Description

Replacement of a bridge on the existing alignment carrying County Highway 8 over East Fork of Shoal Creek.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	461,786	(*)		()	88,214	(BAL)	550,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 461,786		\$		\$ 88,214		\$ 550,000

*100% NTE \$461,786 ARR (Stimulus Funds)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share BAL _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General of the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and service necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
 Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
 The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
 Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
 - (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
 - (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

8100Y 9 PAGE 224

ADDENDA


Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The **LA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mike Plunkett
 Title Montgomery County Board Chairman
County Board Chairperson/ Mayor/Village President/etc.
 Signature 
 Date September 8, 2009

TIN Number 37-600-1661

APPROVED

State of Illinois
 Department of Transportation

Gary Hannig, Secretary of Transportation Date _____

By: _____
 (Delegate's Signature)

(Delegate's Name – Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date _____

Ellen J. Schanzle-Haskins, Chief Counsel Date _____

Ann L. Schneider, Director of Finance and Administration Date _____

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

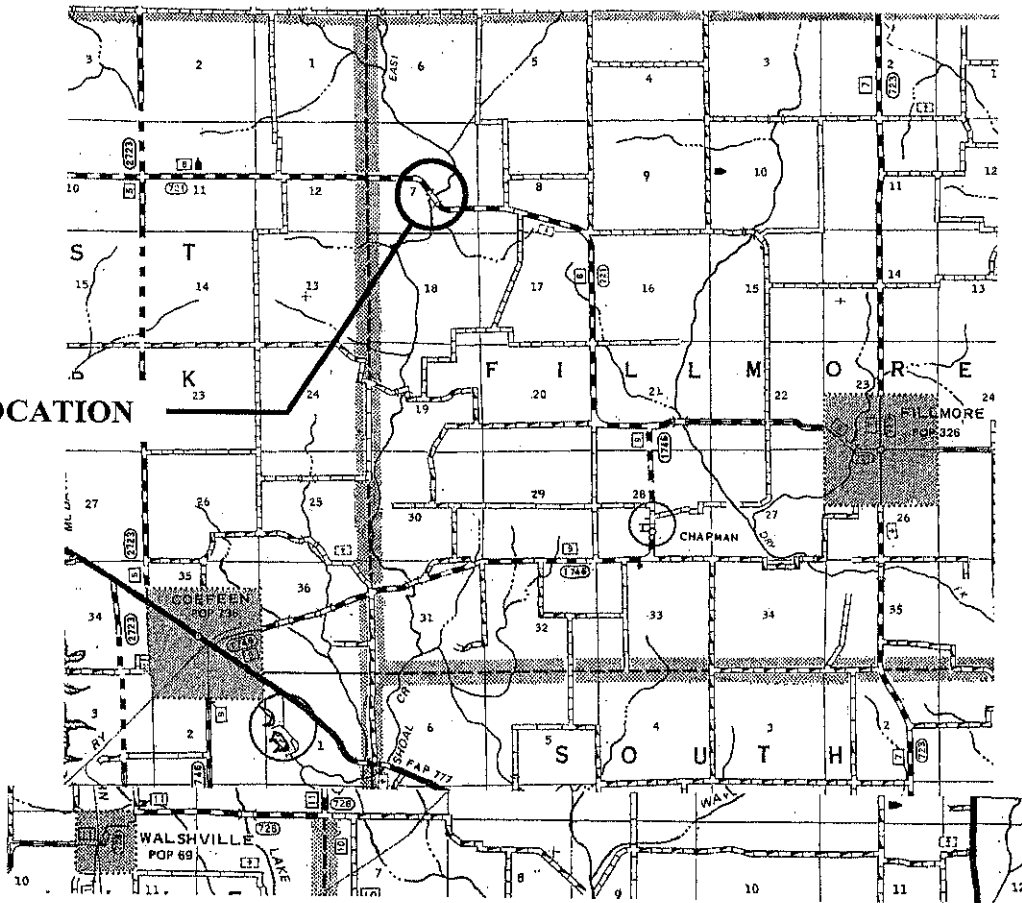
LOCATION MAP

Montgomery County
FAS 721, CH 8, Fillmore Trail
over East Fork Shoal Creek

SN 068-3009 (existing)
SN 068-3358 (proposed)
SEC: 08-00128-00-BR

Section 7, T.8N., R.2W. of 3RD P.M.

PROJECT LOCATION



EXPLANATION OF SLIDES AS GIVEN BY PRESENTER DEAN LEE, PATTON
MINING REPRESENTATIVE AT October 13, 2009 COUNTY BOARD MEETING

SLIDE 1. VIEW OF DEER RUN MINE ON SEPTEMBER 7, 2009

SLIDE 2. THIS IS A PICTURE OF THE PIT AREA ABOUT 33% COMPLETE
WE HAVE MOVED ABOUT 400,000 CUBIC YARDS OF DIRT. WHEN
THE SLOPE IS COMPLETE WILL HAVE MOVED 1.2 MILLION
CUBIC YARDS OF DIRT.

SLIDE 3. THIS IS THE AREA FOR THE PREP PLANT. WE WILL BE ABLE TO
PROCESS 2,000 RAW TONS OF COAL PER HOUR.

SLIDE 4. POND FOR SEDIMENT CONTROL

SLIDE 5. 22 FT WIDE WITH DOUBLE SPLIT FOR INTAKE AND AIR
RETURN

SLIDE 6. SUB STATION WILL PROVIDE 138,000 VOLTS OF ELECTRICITY
FOR THE MINES

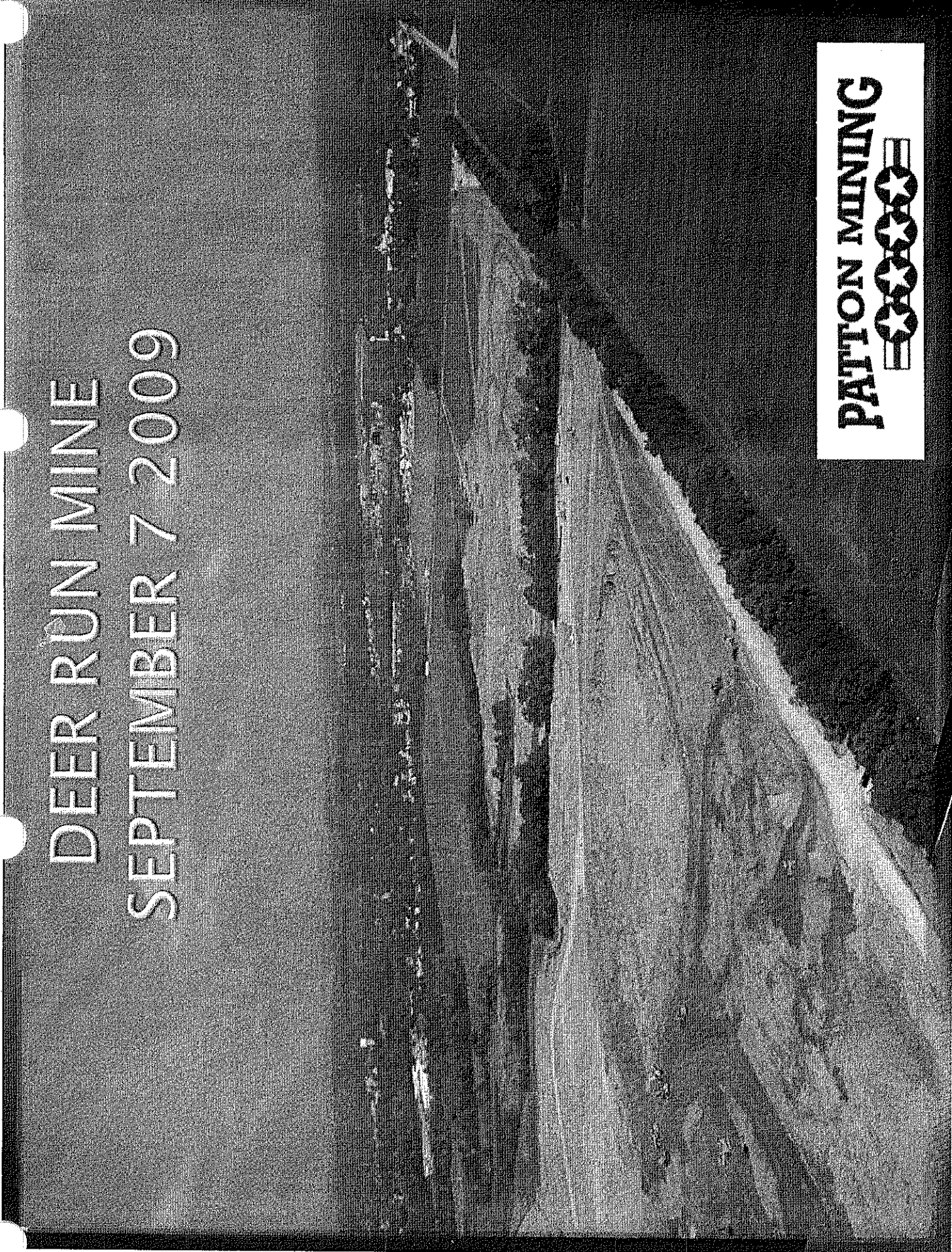
SLIDE 7. THE PREP PLANT WILL BE 200X BY 120 AND 130 FT HIGH....SO IT
WILL BE THE TALLEST BUILDING IN HILLSBORO


SLIDE 8. VACELLO AND GROGAN ARE THE CONTRACTORS FOR THE
MINE SITE PREP CURRENTLY THEY HAVE ABOUT 45 EMPLOYEES
AND 42 OF THESE PEOPLE ARE FROM THE AREA

SLIDE 9. WE WILL DIG A 120 FT TO THE BED ROCK, 42 FT LATE WILL
START THE SLOPE

SLIDE 10. THIS SHOWS CLEAN TONS PER FOOT

DEER RUN MINE SEPTEMBER 7 2009



PATTON MINING


DEER RUN MINE
SEPTEMBER 7 2009



PIT

PATTON MINING


DEER RUN MINE
SEPTEMBER 7 2009



PREPERATION PLANT AREA

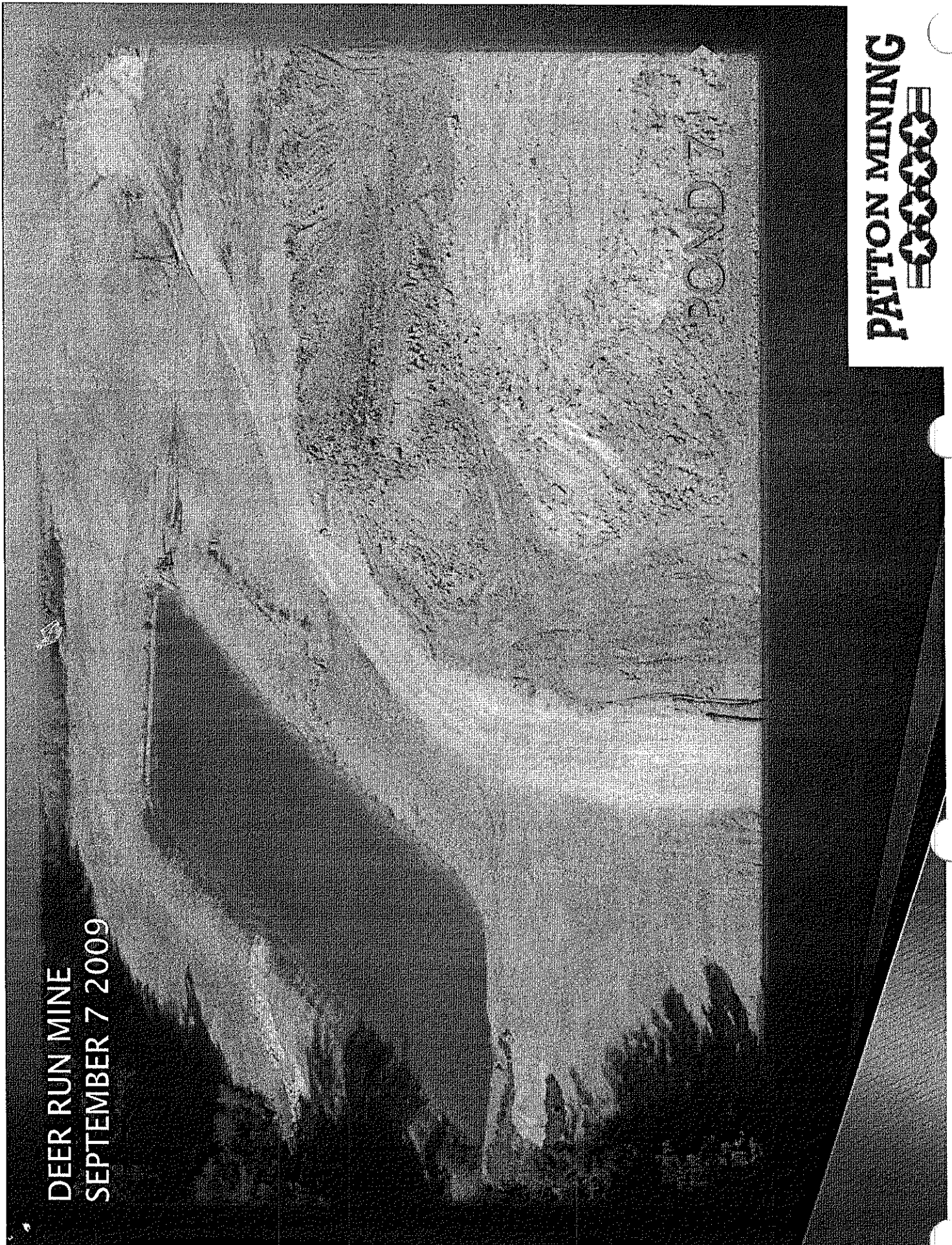
PATTON MINING



DEER RUN MINE
SEPTEMBER 7 2009

POND 7

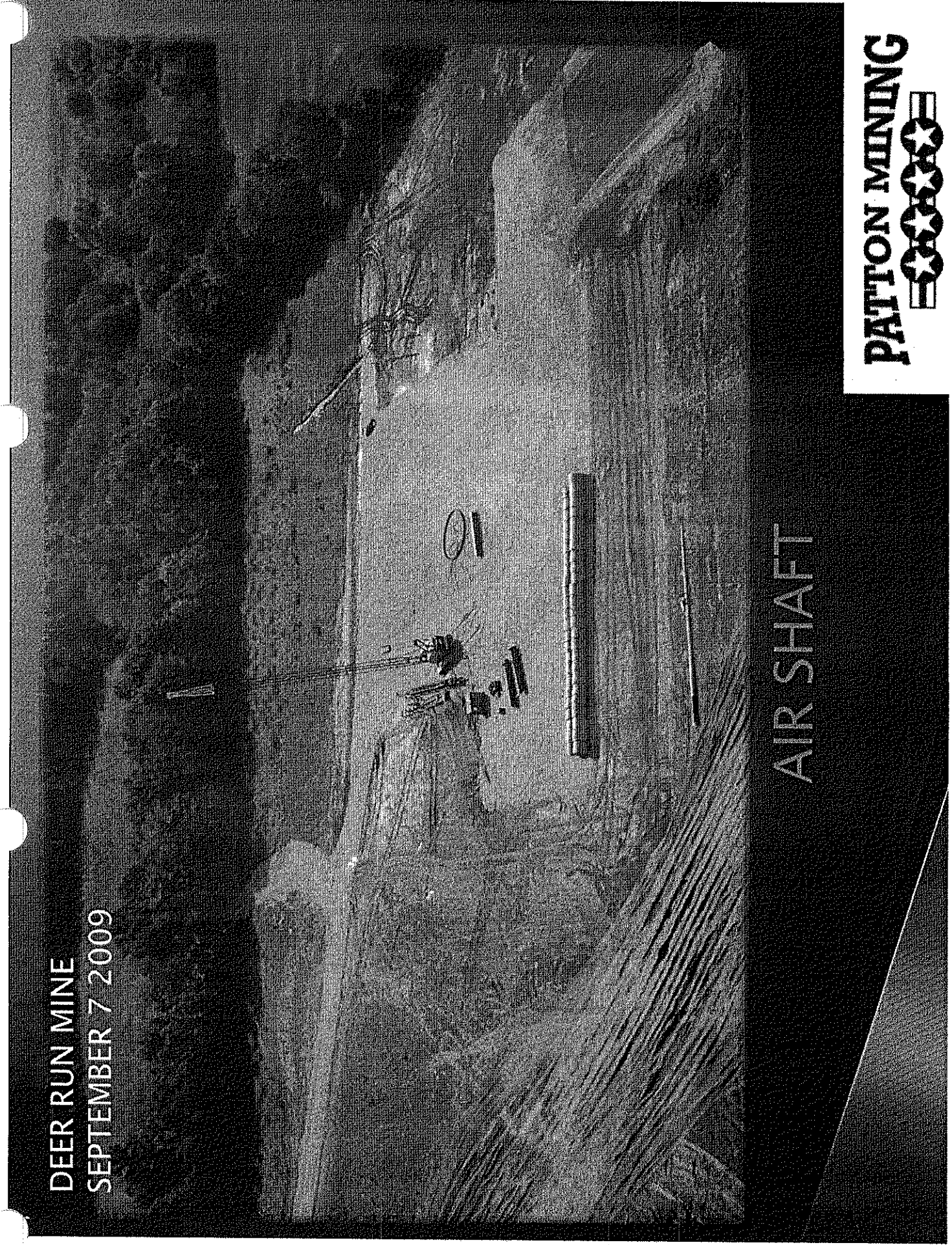
PATTON MINING

DEER RUN MINE
SEPTEMBER 7 2009

AIR SHAFT

PATTON MINING

DEER RUN MINE
SEPTEMBER 7 2009



PIT AND PREP PLANT SUB STATION AREA

PATTON MINING
PATTON MINING logo featuring a stylized 'P' and 'M' with stars.

DEER RUN MINE
SEPTEMBER 7 2009



PREPLANT AREA

PATTON MINING



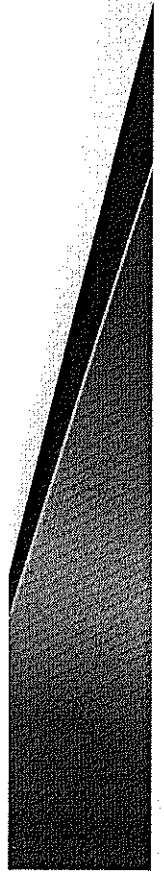
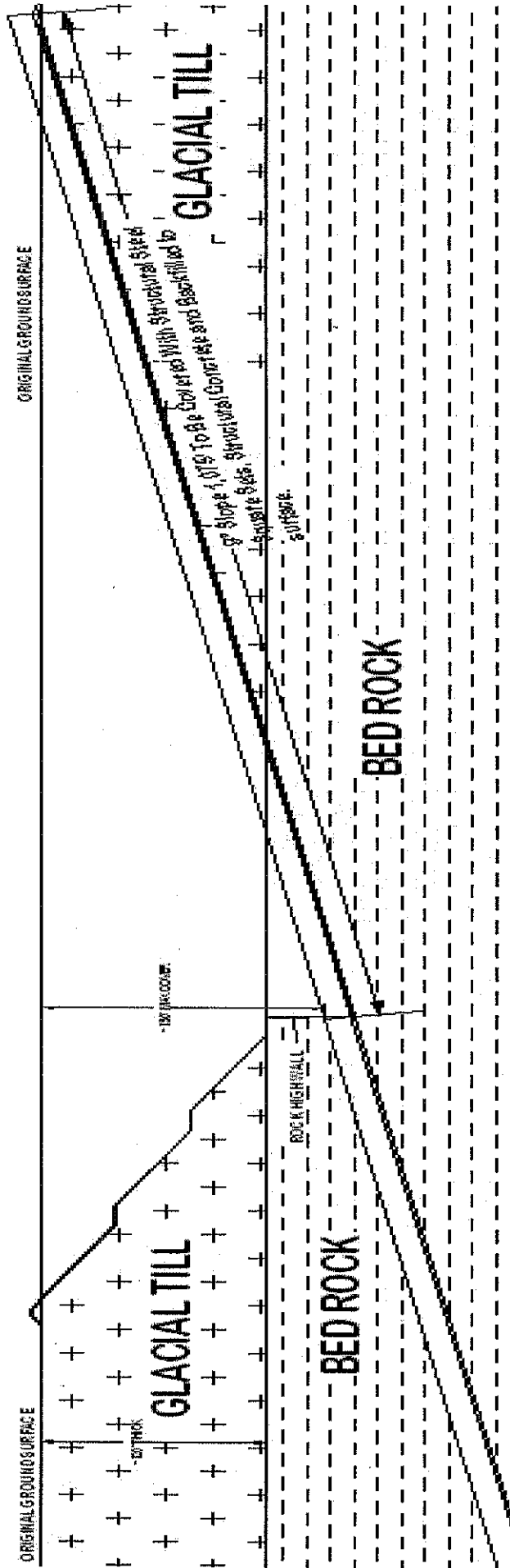
DEER RUN MINE
SEPTEMBER 7 2009

PIT FOR THE SLOPE

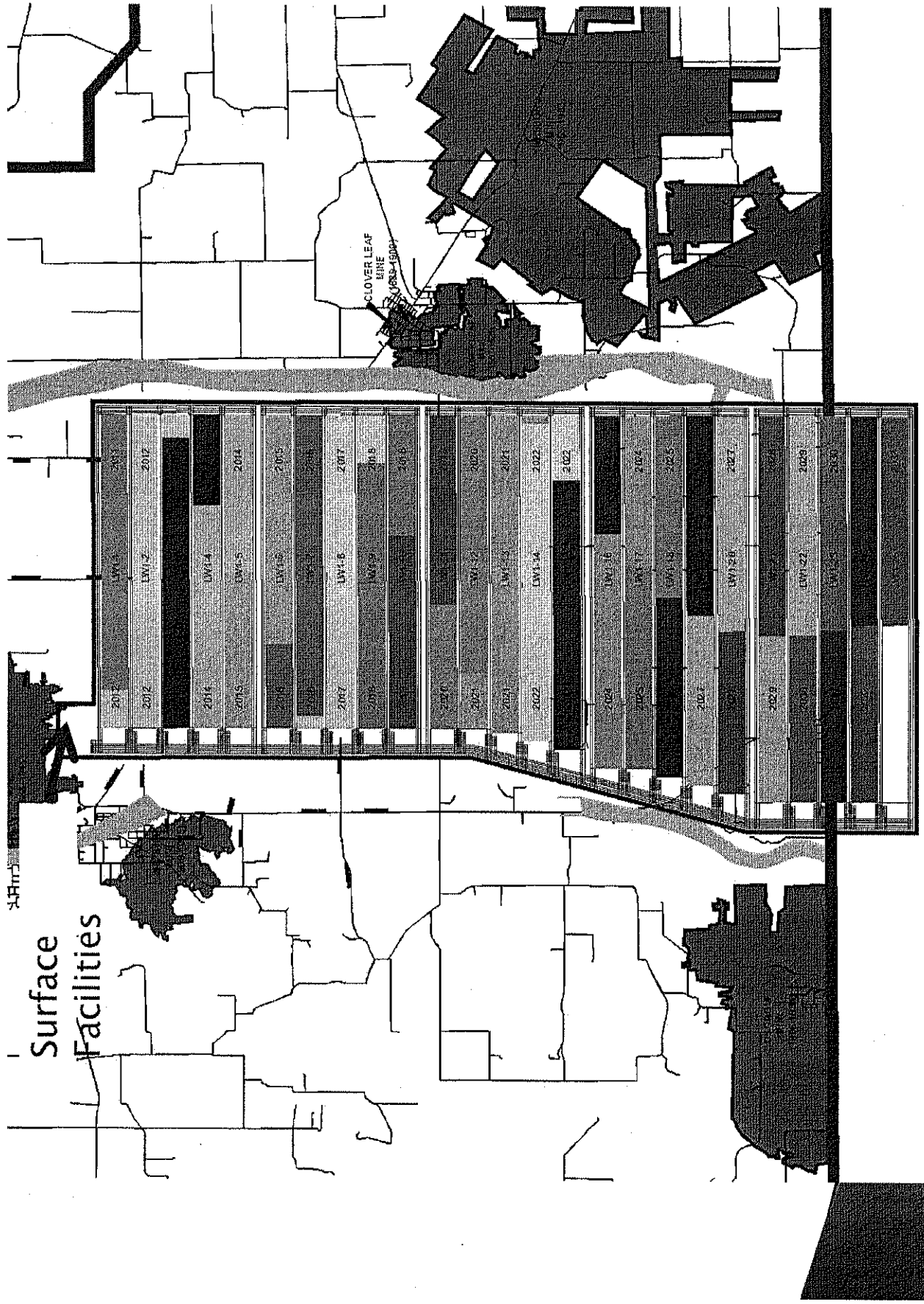
PATTON MINING
☆☆☆☆



Deer Run Mine Slope Profile



Mine Plan



Surface
Facilities

CLOVER LEAF
MINE
ROAD

STATE

2017	LV1-1	2018
2012	LV1-2	2012
2014	LV1-4	
2015	LV1-5	2014
2016	LV1-6	2015
2017	LV1-7	2017
2018	LV1-8	2018
2019	LV1-9	2019
2020	LV1-10	2020
2021	LV1-11	2021
2022	LV1-12	2022
2023	LV1-13	2023
2024	LV1-14	2024
2025	LV1-15	2025
2026	LV1-16	2026
2027	LV1-17	2027
2028	LV1-18	2028
2029	LV1-19	2029
2030	LV1-20	2030
2031	LV1-21	2031
2032	LV1-22	2032
2033	LV1-23	2033
2034	LV1-24	2034
2035	LV1-25	2035
2036	LV1-26	2036
2037	LV1-27	2037
2038	LV1-28	2038
2039	LV1-29	2039
2040	LV1-30	2040

DEER RUN MINE
SEPTEMBER 7 2009

CLEAN COAL
POND 4

PREP PLANT

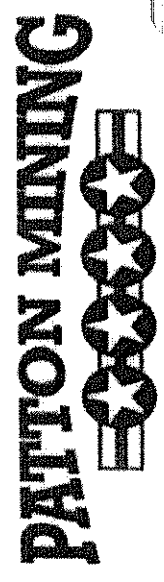
PIT AREA FOR SLOPE

RAW COAL
STORAGE

SUB
STATION

POND 3

LAY OUT AND DESIGN OF DEER RUN MINE SURFACE FACILITIES

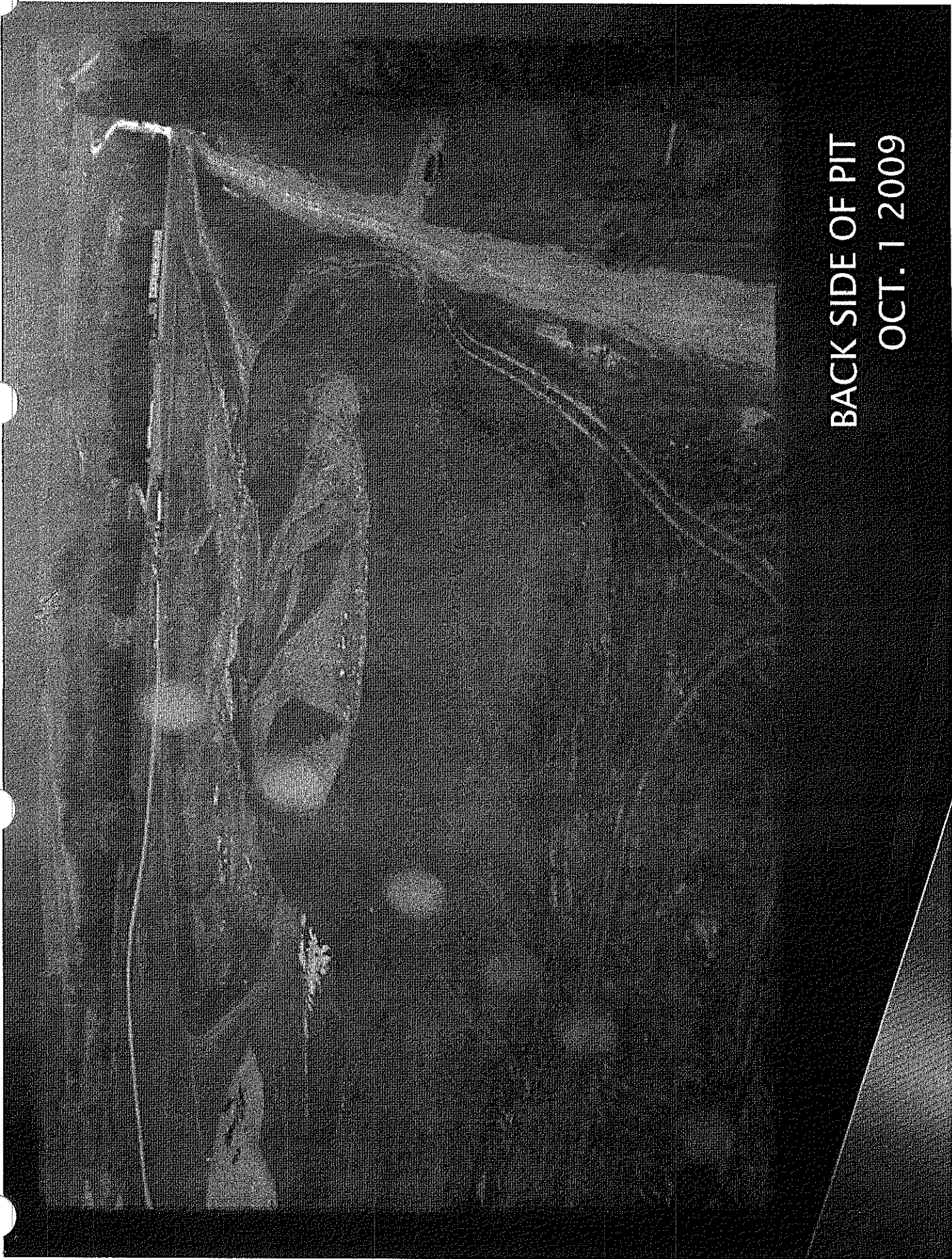




SHAFT
OCT. 1 2009

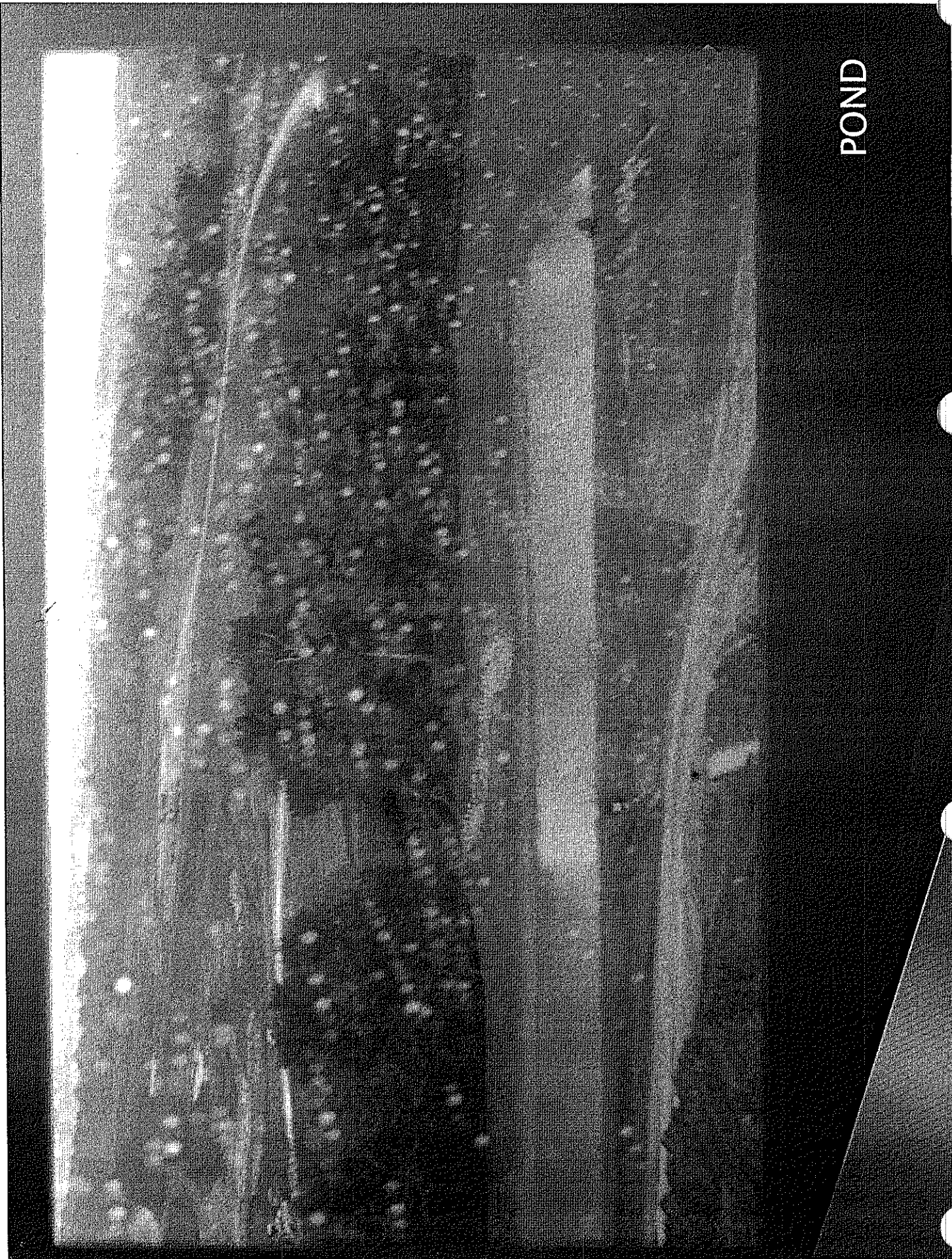


SHAFT OCT. 1 2009



BACK SIDE OF PIT
OCT. 1 2009

POND



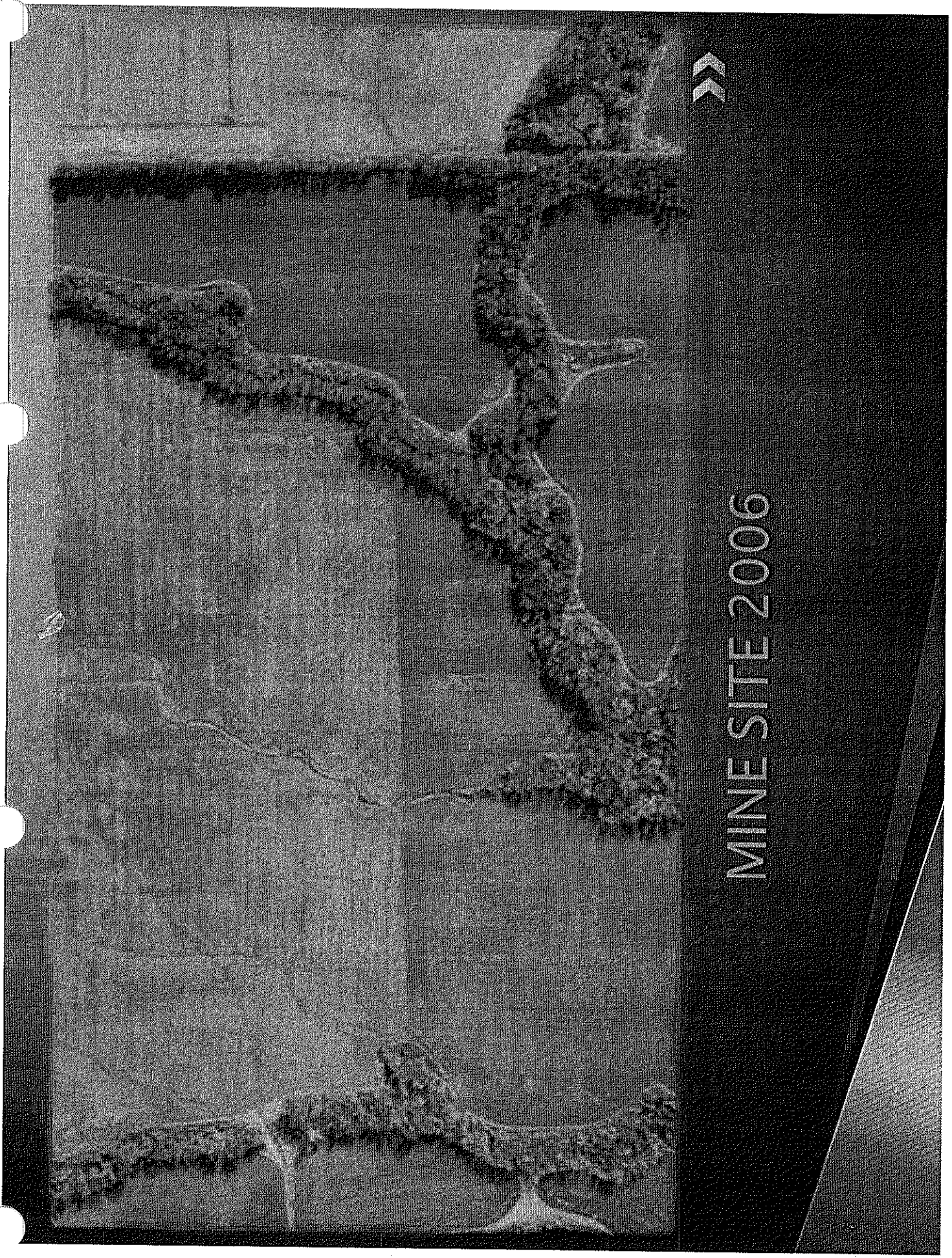
PIT OCT 1 2009



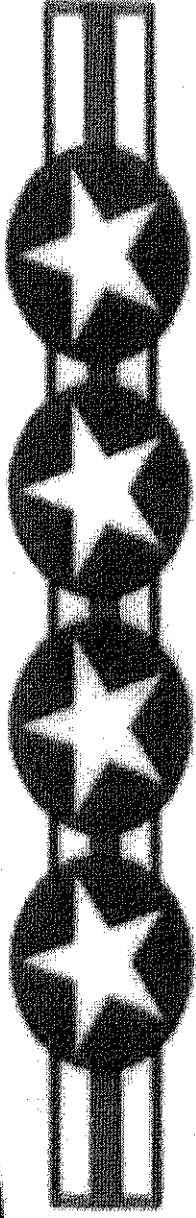
Another angle of the PIT OCT. 1 2009



MINE SITE 2006



PATTON MINING



Patton Mining LLC is pleased to be a part of the greater Hillsboro and Montgomery Communities. We will always promote a safe and healthy culture for all employees, while providing the best and positive working environment. Through teamwork and a trust our goal is to turn all challenges and change into opportunities.

2009/11/07

Montgomery County Resolution 2009- 13**RESOLUTION FOR GOVERNOR QUINN TO RESCIND ALL
PLANNED LAYOFFS OF STATE EMPLOYEES**

WHEREAS, Governor Quinn has announced plans to layoff 2,600 state employees state-wide with the potential for more to follow; and

WHEREAS, Illinois is suffering from one of the worst recessions in 80 years with the unemployment rate (10.3%) at the highest it has been in nearly 25 years; and

WHEREAS, Governor Quinn has said that Illinois is in "economic peril" and that we must get "people back to work during a time of economic calamity"; and

WHEREAS, further cuts to the workforce would only compound the hardships already being experienced by local economies as those out of work stop patronizing local businesses, which creates a downward cycle worsening the economy; and

WHEREAS, cuts to the state's workforce would negatively impact the access Illinois residents would have to vital public services (i.e. public safety, medical assistance, food stamps, unemployment benefits, etc) that are needed more now in time of economic crisis than ever; and

WHEREAS, our local community will suffer from these planned layoffs and can ill afford to lose anymore jobs in the current tough economic climate; and

WHEREAS, layoffs of state workers will have a ripple effect in our community, harming our local businesses; and

WHEREAS, cutbacks in state services would also harm the citizens of our community who rely on state government for vital assistance, especially in these tough times; and

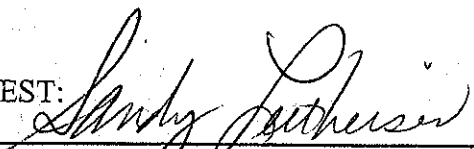
WHEREAS, Governor Quinn's plan to cut the security staff in state prisons and release thousands of inmates before their sentences are served would jeopardize public safety.

THEREFORE, BE IT RESOLVED, that the County Board of Montgomery County, Illinois calls on Governor Quinn to rescind all planned layoffs of state employees and halt any further layoffs and related cutbacks in vital services, and

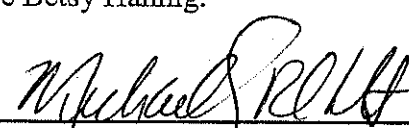
BE IT FINALLY RESOLVED, that suitable copies of this resolution be prepared and sent to Governor Pat Quinn, Senate President John Cullerton, House Speaker Michael J. Madigan, State Senator Deanna Demuzio, and State Representative Betsy Hannig.

PASSED this 13th day of October, 2009.

ATTEST:



Montgomery County Clerk & Recorder, Sandy Leitheiser



Montgomery County Board Chairman, Mike Plunkett

Montgomery County Revolving Loan Fund Board
2009 Annual Organizational Meeting
Tuesday, July 14, 2009
University of Illinois Extension, Hillsboro

The meeting was called to order at 3:00 pm by Chairman Mark Noyes.

Those in attendance included RLF board members Patty Clarke, Ron Deabenderfer, Frank Fleming, Scott Niehaus, Mark Noyes, and CED Educator Amanda Cole.

No formal role call was taken; however, Chairman Noyes determined that a quorum was present.

First, Cole explained purpose of Annual Organizational Meeting. Cole stated that during June/July of each year a meeting to organize the board which includes the election of both a Chairman and Vice Chairman needs to take place. Cole also informed board members that both Chausse and Noyes had been reappointed for three (3) terms.

Noyes then asked the floor for nominations for the Chairman position. ***Motion #1: Fleming motioned to nominate Noyes for Chairman 2009 – 2010 and Chausse for Vice Chairman 2009 – 2010 year. Deabenderfer seconded the motion, and all in favor. Motion passed.***

Then a lengthy discussion of how to make variations to the Montgomery County Revolving Loan Fund program in order to make it more appealing to businesses and financial institution was held. Cole shared feedback received during Montgomery EDGE visits and by local representatives from financial institutions on "how to fix program" and barriers that currently exist. During this time, those present reviewed the current Policy and Procedure manual, and the policies of the following Revolving Loan Fund Programs: Macoupin County, Illinois; Ortonville, Minnesota; State of Georgia, Community Block Grant Program; and Wisconsin Community Development Block Grant Program. The following motions include changes recommended by the board. ***Motion #2: Deabenderfer motioned to change Section 3.2. Job Creation/Retention Guidelines, to state: "Create or retain one full-time permanent position for every \$20,000.00 requested." Clarke seconded the motion, and all in favor. Motion passed.*** ***Motion #3: Niehaus motioned to change Section 2.5. Guideline for Rate Charge by Financial Institution to End User of RLF, by removing the word "recipients" and replacing with "end user." Section 3.6. Recalling of Participation, removing the "\$10,000.00 per job" and replacing it with "\$20,000.00 per job." Section 4.2. Application Packet, by removing "requestor must" and replacing with "financial institution may be asked to." Flemming seconded the motion, and all in favor. Motion passed.*** Cole will take recommendations to the August 2009, Economic Development Committee meeting and then ask the full Montgomery County Board to act when ready to update the Policy and Procedure Manual.

Cole once again thanked members for giving of their time, and ask them to help promote the program.

Motion #4: Clarke motioned to adjourn meeting at 3:50 pm. Niehaus seconded, and all in favor. Motion passed.

MONTGOMERY COUNTY REVOLVING LOAN FUND

POLICY & PROCEDURE MANUAL

2007

Approved by Montgomery County Board on June 12, 2007
Recommended Changes Highlighted in Yellow for Review, July 14, 2009

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Section 1. Montgomery County Revolving Loan Fund Mission Statement

Section 1.1. Goal:

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

Section 1.2. Objectives of Revolving Loan Fund:

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

Section 1.3. Eligible Projects:

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

Section 1.4. Ineligible Projects:

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

Section 2. General Information Concerning Revolving Loan Fund

Section 2.1. Eligible Parties for Requesting Revolving Loan Funds:

Financial institutions can request RLFs for specific projects for parties they represent. The request will be in the form of a participation agreement between the financial institution and the RLF board on a pro-rate share of the total project costs.

Section 2.2. Availability of Funds:

Loans are subject to availability of funds.

Section 2.3. Allowable Request Amounts:

Only requests between \$5,000 and \$50,000 will be considered. The RLF board has the right to increase the maximum request amount. However, the revolving loan can not exceed 33% of the total project costs.

Section 2.4. Rate Charged to Financial Institution for Participation:

RLF rate to financial institutions is fixed at 2% throughout the duration of the participation. The RLF board has the right to change the RLF rate as needed. However, changes in the rate will only affect future requests. The RLF rate will be used to cover the costs of administration. If

adjustments to the RLF rate are made, renegotiations on the share of the percentage that is maintained by the administrator and the Montgomery County Board will be done at that time.

Section 2.5. Guideline for Rate Charged by Financial Institution to End User of RLF:
 Financial institutions may not charge more than 4% above the RLF rate to end user of revolving loan funds on the revolving loan share of the loan.

Section 2.6. Repayment Schedule:
 The repayment schedule will be determined by the financial institutions, and presented in the request for revolving loan funds. Any changes to original terms of the repayment schedule must be approved by the RLF board.

Section 2.7. Method of Repayment:
 Payments by financial institutions will be split. The principal will go back into the RLF account established by the Montgomery County Board, making those funds available for future participation agreements. The RLF rate paid by financial institution for participation will be paid directly to the administrator to cover the costs of administration.

Section 2.8. Terms of Participation:
 The terms of the participation will vary depending upon the collateral and use of funds. As a guide, a maximum of 20 years on real estate, 10 years on equipment and 7 years on working capital will be allowed.

Section 2.9. Collateral for Participation:
 Collateral must be more than sufficient to cover the participation amount.

Section 3. Requirements of Requests for Revolving Loan Funds

Section 3.1. Leverage Requirements:
 Leverage at least \$2.00 of private funds for every \$1.00 requested.

Section 3.2. Job Creation/Retention Guideline:
 Create or retain one full-time permanent position for every \$20,000.00 requested.

Section 3.3. Demonstration of Need for Funds:
 Demonstrate that the proposed project is not eligible for financing from any other source on reasonably equivalent terms.

Section 3.4. Insurance Requirement on Collateral:
 Maintain adequate insurance on the pledged collateral.

Section 3.5. Comply with All Applicable Laws, Regulations, and Ordinances:
 Comply with all applicable local, state and federal laws, regulations and ordinances.

Section 3.6. Recalling of Participation:

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

Section 4. Revolving Loan Fund Application Process

Section 4.1. Application Availability:

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

Section 4.2. Application Packet:

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

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

Section 4.3. Application Review Process:

Applications are reviewed on an as needed basis by the RLF board. Applicants will be invited to attend the meeting at which their application is reviewed. Applications will receive 48 hours notice prior to the meeting date. The RLF board makes a decision within 30 days of the meeting. Applicants will be notified in writing of the decision of the RLF board. Before a participation agreement can be offered, approval by the Economic Development Committee of the Montgomery County Board has to take place. If a participants' agreement is offered to the applicant, they will have 30 days from date of written notification to accept or deny the agreement. There is no limit on the number of applications that an applicant may submit.

Section 5. Administration of Revolving Loan Funds

Section 5.1. Administration Entails:

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

Section 5.2. Appointment of Administrator:

The power do this is granted by approval of the majority of the Montgomery County Board.

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

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

Section 5.3. Payment for Administration:

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

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

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

Section 6. Revolving Loan Fund Board**Section 6.1. Composition of Revolving Loan Fund Board:**

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

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

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

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

Section 6.3. Organization of Revolving Loan Fund Board:

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

Section 6.4. Removal from Revolving Loan Fund Board:

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

Section 6.5. Replacement of Revolving Loan Fund Board Member:

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

Section 6.6. Meetings for RLF Board:

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

Section 6.7. Conflict of Interest:

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

Section 7. Dissolution of Revolving Loan Fund**Section 7.1. Dissolution of Revolving Loan Fund:**

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

INTERGOVERNMENTAL AGREEMENT

This Interagency Agreement (Agreement) is entered into by and between the Illinois Department of Central Management Services (CMS) and the county boards for Macoupin County (Macoupin) and Montgomery (Montgomery) County pursuant to the Intergovernmental Cooperation Act (5 ILCS 220).

WHEREAS, CMS is responsible for the administration and management of the State's IT and telecommunications resources; and

WHEREAS, the State of Illinois has allocated funding to allow for a pilot project in Macoupin and Montgomery Counties. This pilot project is called the Demuzio Initiative. The purpose of the Demuzio Initiative is to examine the potential positive impact on economic and community development that may be achieved via increased availability of high speed broadband services; and

WHEREAS, a request for proposals for the Vince Demuzio Rural Broadband Initiative, Macoupin and Montgomery Counties, Illinois Reference Number CMS 23239 (Demuzio RFP) was issued on February 21, 2007; and

WHEREAS, the following entities have agreed to work cooperatively to further the objectives of the Demuzio Initiative: CMS, Macoupin, and Montgomery;

NOW THEREFORE, in consideration of these promises and the mutual promises set forth herein, the parties hereby agree as follows:

1. Services: The State of Illinois, via this Intergovernmental Agreement, will enter into a contract with Norlight, Inc. (Vendor) to provide a wireless backbone network to provide wireless internet service coverage for Macoupin and Montgomery as a direct result of the Demuzio RFP (Contract). Macoupin and Montgomery agree that CMS will pay only those Vendor invoices for the Demuzio Initiative that have been pre-approved by Macoupin and Montgomery, or their designee(s), and copies provided to CMS, Bureau of Communications and Computer Services, insofar as the invoices are directly related to the Vendor's duties under the Contract. Specific deliverables and guidelines of the invoice approval and payment process are outlined as follows:
 - a. Vendor(s) submits invoices to Macoupin and Montgomery, or to their designee(s), and submits duplicate invoices (or copies of invoices) to CMS.
 - b. Macoupin and Montgomery, or their designee(s), approve the invoices for payment based upon the completion of certain milestones as established by the Contract and implementation plan.
 - c. Macoupin and Montgomery provide written notice of approval for payment to CMS, which approval will advise that the invoices appear to meet the guidelines for payment.

- d. Macoupin and Montgomery may raise issues to be dealt with by the Vendor(s) prior to payment (for contracted services that are not completed), if such is appropriate.
- 2. Expenses: Funding for the Demuzio Initiative shall only be expended in accordance with the contract entered into between the State of Illinois and Vendor as a result of the Demuzio RFP. Macoupin and Montgomery understand and agree the funding provided via this Intergovernmental Agreement does not obligate the State to provide any additional funding for the Demuzio Initiative.
- 3. Agreement Amount: The total amount to be paid to Vendor by CMS under this agreement shall not exceed \$700,000.
- 4. Billing: The procedures whereby Macoupin and Montgomery will process payment of approved invoices for the Demuzio Initiative are described in Attachment A.
- 5. Term: The term of the Agreement shall extend to such time as the funding has been expended, or seven years.
- 6. Termination: This agreement may be terminated by any party upon thirty (30) days written notice.
- 7. Work Product: All documents, including Demuzio Initiative project reports and payment schedules, shall be available to CMS and to Macoupin and Montgomery, insofar as they relate to the activities undertaken by the vendor as a result of the Contract.
- 8. Laws of Illinois: This agreement shall be governed in all respects by the laws of the State of Illinois.
- 9. Entire Agreement: This agreement and all attachments constitute the entire agreement between the Parties, and may be amended only by written agreement of all Parties.

CMS, Macoupin, and Montgomery, have entered into this Agreement effective immediately.

Illinois Department of Central Management Services

By: _____
Date: _____

Macoupin County

By: _____
Date: _____

Montgomery County

By: [Signature]
Date: 10/15/09

RESOLUTION # 09 - 14**RESOLUTION TO VOID TAX BILL 2008 PAYABLE 2009 ON
PARCEL ID #06-07-459-010 FOR MONTGOMERY COUNTY**

WHEREAS, there has been presented to this Board a Tax Bill due on Parcel ID #06-07-459-010, which describes property in Raymond Township, Illinois, and

WHEREAS, Montgomery County was in possession of the above property and will hereby direct that the Tax Bill for the 2008 taxes payable 2009, be voided.

Approved this 13th day of October, 2009



Montgomery County Board Chairman, Mike Plunkett

Attest by: 

Montgomery County Clerk & Recorder, 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 & Recorder, Sandy Leitheiser
Montgomery County Chief Assessment Officer, Ray Durston

**Increasing Circuit Clerk's "Automation Fee"
and "Document Storage Fee"**

Whereas, the Clerks of the Courts Act Illinois Revised Statutes 705 ILCS 105/27.3a provides for the collection of an automated recordkeeping fee entitled "Automation Fee" at an amount not to exceed \$15.00; and

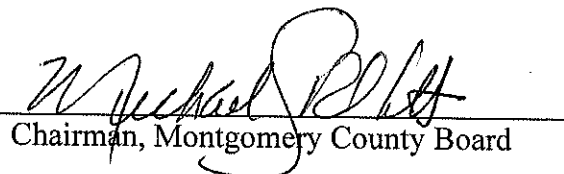
Whereas, the Clerks of the Courts Act Illinois Revised Statutes 705 ILCS 105/27.3c provides for the collection of a document storage system fee entitled "Document Storage Fee" at an amount not to exceed \$15.00; and

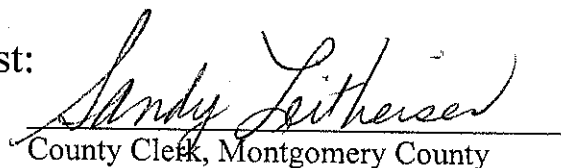
Whereas, the present amount charged for the "Automation Fee" and "Document Storage Fee" presently is \$5.00 for both fees;

Now Therefore Be It Resolved, that pursuant to the Illinois Revised Statutes 705 ILCS 105/27.3a, the County Board of Montgomery County, Illinois resolves to require the Clerk of the Circuit Court, for all cases other than petty traffic cases and ordinance violations which shall remain at an amount of \$5.00; to charge and collect an automated recordkeeping fee entitled "Automation Fee" in the amount of \$15.00, as provided in said statute. These fees shall be effective with those cases filed on or after the date of this Resolution's passage listed below, and;

Now Therefore Be It Further Resolved, that pursuant to the Illinois Revised Statutes 705 ILCS 105/27.3c, the County Board of Montgomery County, Illinois resolves to require the Clerk of the Circuit Court, for all cases other than petty traffic cases and ordinance violations which shall remain at an amount of \$5.00; to charge and collect a document storage system fee entitled "Document Storage Fee" in the amount of \$15.00, as provided in said statute. These fees shall be effective with those cases filed on or after the date of this Resolution's passage listed below.

Dated this 13th day of October, 2009.


Chairman, Montgomery County Board

Attest: 
County Clerk, Montgomery County



**Illinois Department
of Transportation**

**Local Agency Agreement
for Federal Participation**

Local Agency 8007

Montgomery County

Section

08-00129-00-BR

9 PAGE 260

State Contract

XXX

Day Labor

Local Contract

RR Force Account

Fund Type

HBP

ITEP Number

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-203-10	BRS-0723(111)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Nokomis Road (CH-7) Route FAS 732 Length 475 Feet
 Termini Over Hurricane Creek

Current Jurisdiction Montgomery County Existing Structure No 068-3012

Project Description

Proposed improvement includes replacement of the structure.

Division of Cost

Type of Work	BRP	%	STATE	%	LA	%	Total
Participating Construction	300,000	(80)	()	()	75,000	(20)	375,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 300,000		\$		\$ 75,000		\$ 375,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share 75,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA's** estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA's** estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA's** share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
 Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
 The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA/railroad** agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
 Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
 - (2) This Agreement shall be binding upon the parties, their successors and assigns.
 - (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
 - (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

8007 9 PAGE 263

ADDENDA

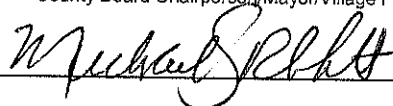
Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mike Plunkett
 Title Montgomery County Board Chairman
County Board Chairperson/Mayor/Village President/etc.
 Signature 
 Date October 13, 2009

TIN Number 37-600-1661

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
 Department of Transportation

Gary Hannig, Secretary of Transportation Date _____
 By: _____
(Delegate's Signature)

(Delegate's Name – Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date _____

Ellen J. Schanzle-Haskins, Chief Counsel Date _____

Ann L. Schneider, Director of Finance and Administration Date _____

RESOLUTION 09-16

TO ADOPT FISCAL YEAR 2010 FINANCIAL APPROPRIATION ORDINANCE

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

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

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

BE IT THEREFORE ADOPTED AND HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that the attached Financial Appropriation Ordinance for Fiscal Year 2010 which commences December 1, 2009, and ends November 30, 2010, is hereby adopted and approved, said Ordinance setting forth appropriations totaling the sum of Twenty-one Million, Nine Hundred Twenty Nine Thousand, Five Hundred Seventy-Seven Dollars and No Cents (\$21,929,577).

APPROVED and ADOPTED this 10th day of November, 2009.


CHAIRMAN MIKE PLUNKETT

ATTEST:

COUNTY CLERK SANDY LEITHEISER


AYES: 20
NAYES: 0
PRESENT: 20
ABSENT: 1

A TAX LEVY FOR THE GENERAL CORPORATE FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2009, after having ascertained the sum of Seven Hundred Fifty-five Thousand, Three Hundred Twenty-five Dollars and No Cents (\$755,325.00) 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 Seven Hundred Fifty-five Thousand, Three Hundred Twenty-five Dollars and No Cents (\$755,325.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seven Hundred Fifty-five Thousand, Three Hundred Twenty-five Dollars and No Cents (\$755,325.00) provided that the percent of levy shall not exceed .2025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 18

A TAX LEVY FOR THE COUNTY HEALTH DEPARTMENT

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that for the purpose of the maintenance of a County Health Department in Montgomery County, Illinois, that the sum of Three Hundred Seventy-three Thousand Dollars and No Cents (\$373,000.00) 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 Three Hundred Seventy-three Thousand Dollars and No Cents (\$373,000.00) 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 Three Hundred Seventy-three Thousand Dollars and No Cents (\$373,000.00) provided that the percent of levy shall not exceed .10 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-19

A TAX LEVY FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND

WHEREAS, it has been ascertained that the sum of Six Hundred Ninety-seven Thousand, Six Hundred Seventy-five Dollars and No Cents (\$697,675.00) is necessary and should be raised by the levy of a tax upon all taxable property in Montgomery County, Illinois, as equalized or assessed by the Department of Revenue, for the purpose of providing a fund from which the County's required contribution under the provisions of an Act creating the "Illinois Municipal Retirement Fund" filed July 29, 1939, as amended, is payable.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that there is hereby levied against all the taxable property in the County of Montgomery, for the current taxable year, the sum of Six Hundred Ninety-seven Thousand, Six Hundred Seventy-five Dollars and No Cents (\$697,675.00) for the purpose of adding to the fund from which the required contribution of Montgomery County may be paid, under the provisions of an Act creating the "Illinois Municipal Retirement Fund", filed July 29, 1939 as amended.

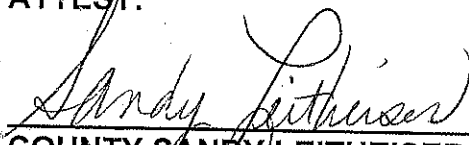
BE IT FURTHER RESOLVED that the County Clerk of Montgomery County, extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Six Hundred Ninety-seven Thousand, Six Hundred Seventy-five Dollars and No Cents (\$697,675.00) 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 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY SANDY LEITHEISER

RESOLUTION 09- 20

A TAX LEVY FOR THE SOCIAL SECURITY FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that for the purpose of adding to and maintaining the fund established to meet the cost of participating in the Federal Social Security Insurance Program and pursuant to the authority of Illinois Compiled Statutes, Chapter 40, Section 5/2-110, that there is hereby levied against all taxable property in the County of Montgomery for the current taxable year the sum of Three Hundred Twenty-one Thousand, Nine Hundred Eighty-five Dollars and No Cents (\$321,985.00) for the purpose of paying said social security tax contributions from said fund.

BE IT FURTHER RESOLVED that the County Clerk of Montgomery County extend such percent on the Collector's Books of the County for the current taxable year against all taxable property in the County as will raise the sum of Three Hundred Twenty-one Thousand, Nine Hundred Eighty-five Dollars and No Cents (\$321,985.00) 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 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-21

A TAX LEVY TO PAY THE COSTS OF INSURANCE PREMIUMS

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

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

WHEREAS, this County has duly adopted an Appropriation Ordinance for the fiscal year 2010 for the specific uses and purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, 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 Three Hundred Thirty-two Thousand, Eight Hundred Seventy-five Dollars and No Cents (\$332,875.00) 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 10th day of November, 2009.


CHAIRMAN MIKE PLUNKETT

ATTEST


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 22

A TAX LEVY FOR THE TUBERCULOSIS CARE AND TREATMENT FUND

BE IT RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2009 after having ascertained the sum of Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) as being necessary to be raised for the care and treatment of persons afflicted with tuberculosis in Montgomery County for the current taxable year.

WHEREFORE, there be and there is hereby levied against all taxable property in the County of Montgomery, for the current taxable year, the sum of Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) to be held in and known as the Tuberculosis Care and Treatment Fund, and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all the taxable property within Montgomery County as will raise the sum of Ninety Thousand, Eight Hundred Dollars and No Cents (\$90,800.00) provided that the percent of levy shall not exceed .075 percent of the value of all taxable property in Montgomery County, as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 23

A TAX LEVY FOR THE COUNTY HIGHWAY FUND

WHEREAS, it has been determined that the amount of money as stated below is necessary and should be raised by the levy of a County Highway Tax for the purpose of maintaining the highways in Montgomery County, Illinois, required to be maintained and/or for the purpose of acquiring machinery and equipment for the maintenance of highways in Montgomery County, Illinois, required to be maintained, upon all the real estate and taxable property in the County as the same is equalized and assessed for the purpose of taxation for the current year, said amount of money being Three Hundred Seventy-three Thousand Dollars and No Cents (\$373,000.00) and for the specific purposes hereinafter set forth:

For the purpose of maintaining the highways in Montgomery County, Illinois, as required to be maintained by said County.....\$373,000.00

BE IT HEREBY RESOLVED by the County Board of Montgomery County meeting in recessed session of its annual October meeting of the year 2009 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 Three Hundred Seventy-three Thousand Dollars and No Cents (\$373,000.00), and the County Clerk is hereby authorized to extend such percent on the Collector's Books of said County for the current taxable year against all of the taxable property that will raise the sum of Three Hundred Seventy-three Thousand Dollars and No Cents (\$373,000.00), provided that the percent of levy shall not exceed .10 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue or exceed the maximum percentage of the full, fair cash value as limited or governed by the laws of the State of Illinois.

APPROVED and ADOPTED this 10th day of November, 2009.


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 24

A TAX LEVY FOR THE COUNTY HIGHWAY FEDERAL AID MATCHING FUND

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, 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 Eighty-six Thousand, Five Hundred Dollars and No Cents (\$186,500.00) 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 percent on the Collector's Books of said County for the current taxable year against all of the taxable property in said County as will raise the sum of One Hundred Eighty-six Thousand, Five Hundred Dollars and No Cents (\$186,500.00). 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 percent of the full, fair cash value of all taxable property, as equalized or assessed by the Department of Revenue of the State of Illinois and upon ascertaining the rate percent that will produce the amount of such tax so levied herein any sum or amount to cover the loss or costs of collecting said tax. All monies derived from the "Matching Fund" shall be used for no other purpose.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-25

A TAX LEVY FOR THE SPECIAL AID TO COUNTY BRIDGE FUND

WHEREAS, it has been determined that the amount of money as stated below be raised for the purpose of administering Sections 5-501, 5-502, 5-503 and 5-504 of the Illinois Highway Code, and more specifically herein after set forth, on all the taxable property in the county as the same is equalized and assessed by the Department of Revenue for the purpose of taxation for the current year, said amount of money being the sum of One Hundred Eighty-six Thousand, Five Hundred Dollars and No Cents (\$186,500.00) and for the specified purposes hereinafter set forth.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that for the following purposes and in the following amounts:

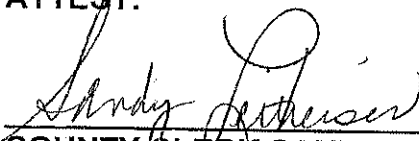
For the purpose of building and maintaining bridges on Road Districts and County roads in Montgomery County, Illinois.....\$186,500.00

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 Eighty-six Thousand, Five Hundred Dollars and No Cents (\$186,500.00) provided that the percent of levy shall not exceed .05 percent of the full, fair cash value of such taxable property as equalized or assessed by the Department of Revenue. The tax provided for herein shall be in excess of any other rate limitations and shall be levied and collected for general County purposes.

APPROVED and ADOPTED this 10th day of November, 2009.


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-26

A TAX LEVY FOR THE LITCHFIELD SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Litchfield Special Service Area for Fiscal Year 2010 is the sum of \$179,550.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that there is levied upon all the taxable property in the Litchfield Special Service Area the sum of One Hundred Seventy-nine Thousand, Five Hundred Fifty Dollars and No Cents (\$179,550.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$179,550.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of November, 2009.


 CHAIRMAN MIKE PLUNKETT

ATTEST:


 COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 27

A TAX LEVY FOR THE HILLSBORO SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Hillsboro Special Service Area for Fiscal Year 2010 is the sum of \$157,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that there is levied upon all the taxable property in the Hillsboro Special Service Area the sum of One Hundred Fifty-seven Thousand Dollars and No Cents (\$157,000.00) for the following purposes:

Equipment, Materials, and Services.

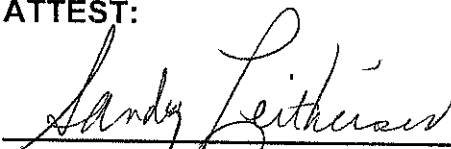
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$157,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-28

A TAX LEVY FOR THE NOKOMIS-WITT SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Nokomis-Witt Special Service Area for Fiscal Year 2010 is the sum of \$104,107.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that there is levied upon all the taxable property in the Nokomis-Witt Special Service Area the sum of One Hundred Four Thousand, One Hundred Seven Dollars and No Cents (\$104,107.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$104,107.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of November, 2009.


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 29

A TAX LEVY FOR THE RAYMOND-HARVEL SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Raymond-Harvel Special Service Area for Fiscal Year 2010 is the sum of \$42,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that there is levied upon all the taxable property in the Raymond-Harvel Special Service Area the sum of Forty-two Thousand Dollars and No Cents (\$42,000.00) for the following purposes:

Equipment, Materials, and Services.

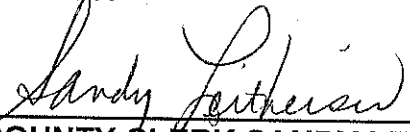
BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$42,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 30

A TAX LEVY FOR THE FARMERSVILLE-WAGGONER SPECIAL SERVICE AREA

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

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

WHEREAS, the total appropriation for the Farmersville-Waggoner Special Service Area for Fiscal Year 2010 is the sum of \$65,000.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that there is levied upon all the taxable property in the Farmersville-Waggoner Special Service Area the sum of Sixty-five Thousand Dollars and No Cents (\$65,000.00) for the following purposes:

Equipment, Materials, and Services.

BE IT FURTHER RESOLVED that the County Clerk is authorized to extend said amount on the Collector's books for the current taxable year against all taxable property in said Special Service Area as will generate the sum of \$65,000.00, said tax to be levied and collected in like manner with the general taxes of the County of Montgomery and in addition to any general taxes now or hereafter levied.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-31

A TAX LEVY FOR THE COUNTY EXTENSION SERVICE

WHEREAS, the Extension Council for Montgomery County, Illinois, has submitted its budget request to the Montgomery County Extension Board for Fiscal Year 2010; and

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

WHEREAS, the Montgomery County Board has now considered the budget certified by the Montgomery County Extension Board, and has determined the following amount must be funded by special levy for Cooperative Extension Service programs in Montgomery County: \$154,910.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2009, after having ascertained the sum of One Hundred Fifty-four Thousand, Nine Hundred Ten Dollars and No Cents (\$154,910.00) as being necessary to be raised for County Extension Service purposes for the current taxable year.

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

APPROVED and ADOPTED this 10th day of November, 2009.


CHAIRMAN MIKE PLUNKETT

ATTEST:


COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-32

A TAX LEVY FOR SENIOR CITIZEN SOCIAL SERVICES

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

WHEREAS, the Montgomery County Board has determined the following amount must be funded by special levy for social services for senior citizens in Montgomery County: \$70,030.00.

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2009, after having ascertained the sum of Seventy Thousand, Thirty Dollars and No Cents (\$70,030.00) as being necessary to be raised for social services for senior citizens for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy Thousand, Thirty Dollars and No Cents (\$70,030.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy Thousand, Thirty Dollars and No Cents (\$70,030.00), provided that the percent of levy shall not exceed .025 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09-33

A TAX LEVY FOR VETERANS ASSISTANCE

BE IT HEREBY RESOLVED by the County Board of Montgomery County, Illinois, meeting in recessed session of its annual October meeting of the year 2009, after having ascertained the sum of Seventy Thousand Dollars and No Cents (\$70,000.00) as being necessary to be raised for providing assistance to military veterans and their families for the current taxable year.

WHEREFORE, there be and there is hereby levied against all the taxable property in the County of Montgomery, State of Illinois, for the current taxable year, the sum of Seventy Thousand Dollars and No Cents (\$70,000.00) and the County Clerk is hereby authorized to extend such percent on the Collector's books for the current taxable year against all of the taxable property within Montgomery County as will raise the sum of Seventy Thousand Dollars and No Cents (\$70,000.00) provided that the percent of levy shall not exceed .02 percent of the value of all taxable property in Montgomery County as equalized or assessed by the Department of Revenue.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER


RESOLUTION 09-34

TO SET CERTAIN SALARIES

BE IT HEREBY RESOLVED by the County Board of Montgomery County, meeting in recessed session of its annual October meeting of the year 2009, that the following salaries for the Fiscal Year 2010 beginning December 1, 2009, and ending November 30, 2010, are set for the following:

SUPERVISOR OF ASSESSMENTS	\$ 44,026.00
PROBATION OFFICER	\$ 51,204.00
ASSISTANT PROBATION OFFICERS	\$154,468.00

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST,



COUNTY CLERK SANDY LEITHEISER

RESOLUTION 09- 35

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in 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's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective 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 2010, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board, in recessed session of its annual October meeting of the year 2009, this 10th day of November 2009, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

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

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may

AUTHORIZING STATE'S ATTORNEYS APPELLATE PROSECUTOR (continued)

act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2010, commencing December 1, 2009, and ending November 30, 2010, by hereby appropriating the sum of \$11,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2010.

APPROVED and ADOPTED this 10th day of November, 2009.



CHAIRMAN MIKE PLUNKETT

ATTEST:



COUNTY CLERK SANDY LEITHEISER

**MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENT**

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

October 22, 2009

Honorable Mike Plunkett
Chairman, Montgomery County Board
Montgomery Courthouse
#1 Courthouse Square
Hillsboro, IL 62049

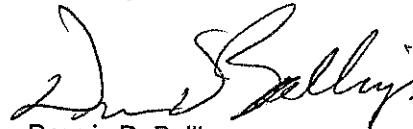
Dear Mike:

The following tax certificate needs to be surrendered and cancelled.

Cert. #	Parcel#	Reason
2006 000122	08-200-999-05 16-11-207-015	Sale and Error / Surrender


Please let this letter serve as notice to you and a request for your approval to surrender said certificate.

Sincerely,



Dennis D. Ballinger

APPROVED:



Mike Plunkett, Chairman
Montgomery County Board

MONTGOMERY COUNTY TRUSTEE
DELINQUENT TAX AGENT

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

October 22, 2009

Ronald Jenkins
Montgomery County Courthouse
County Treasures Office
#1 Courthouse Square
Hillsboro, IL 62049

RE: Parcel No. 08-200-999-05
16-11-207-015

Dear Ron:

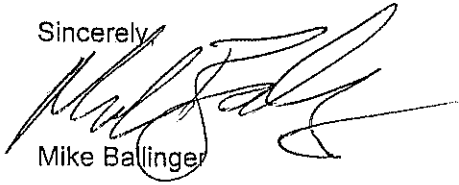
Regards to parcel referenced above the cost of purchase would be:

Minimum Agent fee	50.00

	\$50.00

If the proposal is approved please notify us as to whom and where the Purchase Agreement should be sent. If I could be of further assistance please telephone.

Sincerely,


Mike Ballinger

MB/pl

COPY

TAX SALE CERTIFICATE OF PURCHASE

106025

STATE OF ILLINOIS
MONTGOMERY COUNTY

CERTIFICATE NO. 000122

PAGE NO. 22 LINE NO. 3

I, SANDY LEITHEISER COUNTY CLERK IN AND OR FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT
COUNTY TRUSTEE OF THE STATE OF ILLINOIS DID, ON THE DAY HEREAFTER SET FORTH, PURCHASE AT PUBLIC AUCTION,
AT THE COURT HOUSE IN HILLSBORO, THE PROPERTY BELOW DESCRIBED, SITUATED IN THE SAID COUNTY FOR THE TAXES,
INTEREST, PENALTIES AND COSTS DUE AND UNPAID THEREON FOR THE YEAR 2006 AND PRIOR AND PAID AS PURCHASE MONEY ON SAID
PROPERTY THE TOTAL AMOUNT OF TAXES, INTEREST, PENALTIES AND COSTS THEREON AS STATED HEREIN.

DATE OF SALE 03/10/08 PARCEL NUMBER / DESCRIPTION 08-200-999-05 TAX CLASS 0030 TAX CODE 08003 ACRES

PT W 1/2 NE
LOTS IN HILLSBORO

AT WHAT RATE OF
PERCENT SOLD
18.00

8-4-999-1
16-11-207-015
BELL HEIRS

TOTAL AMOUNT OF TAXES, INTEREST,
PENALTIES, AND COSTS
\$60.39

HILLSBORO IL 62049-0000

RECEIVED THIS 10TH DAY OF MARCH THE SUM OF \$60.39 THE AMOUNT OF THE PURCHASE MONEY ON THE ABOVE PROPERTY

ASSESSED TO: BELL HEIRS
MAIL TO:

HILLSBORO IL 62049-0000

Hillsboro

COUNTY COLLECTOR

AT ANY TIME AFTER THE EXPIRATION OF THE TIME OF REDEMPTION, THE ABOVE NAMED PURCHASER, HIS HEIRS OR ASSIGNS, WILL, UPON
APPLICATION AND COMPLIANCE WITH THE PROVISIONS OF LAW PERTAINING THERETO, BE ENTITLED TO A DEED OF CONVEYANCE FOR ANY REAL
ESTATE HEREIN DESCRIBED WHICH SHALL NOT HAVE BEEN REDEEMED; PROVIDED, THAT UNLESS THE HOLDER OF THIS CERTIFICATE SHALL
TAKE OUT SAID DEED AS ENTITLED BY LAW AND FILE THE SAME FOR RECORD WITHIN ONE YEAR FROM AND AFTER THE TIME FOR REDEMPTION
EXPIRES, THE SAID CERTIFICATE OR DEED, AND THE SALE UPON WHICH IT IS BASED SHALL, FROM AND AFTER EXPIRATION OF SUCH ONE
YEAR, BE ABSOLUTELY NULL.

Sandra Leitheiser

COUNTY CLERK

COUNTERSIGNED BY COUNTY COLLECTOR

IN WITNESS WHEREOF, I HEREUNTO AFFIX MY NAME ABOVE THIS
IN CONSIDERATION OF THE SUM OF _____ DOLLARS, TO BE PAID BY _____, I, THE WITHIN
NAMED _____ DO HEREBY SELL, ASSIGN, TRANSFER AND SET OVER TO SAID _____
HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS. THE WITHIN CERTIFICATE OF PURCHASE, TO HAVE AND TO HOLD THE SAME TO SAID
_____ HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS TO HIS AND THEIR SOLE USE, BENEFIT AND
BEHOOF FOREVER.

GIVEN UNDER MY HAND AND SEAL, THIS _____ DAY OF _____ A.D. 20____.

OR

I _____ DO HEREBY SURRENDER THIS TAX SALE CERTIFICATE FOR THE PURPOSE OF CANCELLING SAID TAX SALE.

GIVEN UNDER MY HAND AND SEAL, THIS _____ DAY OF _____ A.D. 20____.

(SEAL)

Parcel Information Report
Montgomery County
16-11-207-015

Parcel Number 16-11-207-015	Township HILLSBORO	Tax Code 08003	Property Class 0030	Land Use	1977 Base Value 0	Senior Freeze Year
Alternate Parcel Number 0820099905	Homesite Acres 0.0000	Farm Acres 0.0000	Gross Acres 0.0000	TIF Base 0	EZone Parcel NO	Senior Freeze Value 0
Parcel Status Active	Activation Year	Lot Dimension 0		Level Activated	Township Assessor	
Owner Name and Address	STRETCH JOHN DALE 628 S OAK ST Hillsboro, IL 62049					

Alternate Name and Address

Parcel Sales

Site Address

Legal Description PT W 1/2 NE LOTS IN HILLSBORO 8-4-999-1

<u>2009</u>	<u>1st Installment</u>	<u>2nd Installment</u>	<u>Totals</u>
Tax Billed	\$0.00	\$0.00	\$0.00
Penalty Billed	\$0.00	\$0.00	\$0.00
Cost Billed	\$0.00	\$0.00	\$0.00
Drainage Billed	\$0.00	\$0.00	\$0.00
Total Billed	\$0.00	\$0.00	\$0.00
Amount Paid	\$0.00	\$0.00	\$0.00
Total Unpaid	\$0.00	\$0.00	\$0.00
Date Paid			
Batch Number			
Receipt No.			
Cashier Code			
TPA			
Paid by			
Status			

DISTRIBUTION

CES EXTENSION SERV	\$0.00	HILLSBORO AMB	\$0.00
COUNTY TAX	\$0.00	LINCOLNLAND COLLEGE	\$0.00
HILLSBORO ROAD DIST	\$0.00	HILLSBORO TWP	\$0.00
HILLSBORO UNIT 3	\$0.00	HILLSBORO CORP	\$0.00
HILLSBORO LIBRARY	\$0.00		

Resolution #09-36

**A RESOLUTION IN SUPPORT OF THE MONTGOMERY COUNTY
RECYCLING PROGRAM'S REQUEST FOR GRANT FUNDING FROM THE
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

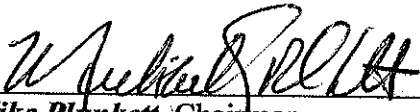
WHEREAS, the Montgomery County Board is in full support of the Montgomery County Recycling Program, which is located at 506 Corporate Drive within the City of Hillsboro, Illinois; and

WHEREAS, the Montgomery County Recycling Program has diverted over 23,000,000 pounds of material from the local landfill since its inception; and

WHEREAS, to effectuate growth for the programs future, Montgomery County Recycling Program is requesting grant funding from the Department of Commerce and Economic Opportunity, to divert recyclable materials from the Illinois municipal waste stream.

NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board is in full support of the Montgomery County Recycling Program's diversionary projects of the Illinois Municipal Waste Stream by means of collecting and processing recyclable materials that are generated by county businesses and residents not currently utilizing the recycling main stream and supports the request of grant funding.

Passed this 10th day of November, 2009.



Mike Plankett, Chairman
Montgomery County Board



Sandy Leithaiser, County Clerk and Recorder
Montgomery County

Montgomery County Board

Holiday Schedule for Year 2010

January 1, 2010	New Year's Day	Friday
January 18, 2010	Martin Luther King Jr. Day	Monday
February 15, 2010	President's Day	Monday
April 2, 2010	Good Friday	Friday
May 31, 2010	Memorial Day	Monday
July 5, 2010	Independence Day (Observed)	Monday
September 6, 2010	Labor Day	Monday
October 11, 2010	Columbus Day (Observed)	Monday
November 2, 2010	Election Day	Tuesday
November 11, 2010	Veteran's Day	Thursday
November 25, 2010	Thanksgiving Day	Thursday
November 26, 2010	Day after Thanksgiving	Friday
December 24, 2010	Christmas Day (Observed)	Friday
December 31, 2010	New Year's Day (Observed)	Friday

As approved by the MONTGOMERY COUNTY BOARD on Tuesday,

11/10, 2009

Michael Plunkett
Chairman, Mike Plunkett

11/10/2009
Date

Sandy Leitheiser
County Clerk, Sandy Leitheiser

11/10/2009
Date



Illinois Department of Transportation

County Maintenance Resolution # 18-09

RESOLVED, by the County board of MONTGOMERY County, that \$1,174,044.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning December 1, 2009 and ending November 30, 2009, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional 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 November 10, 2009

meeting held at HILLSBORO

on November 10, 2009
Date

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 November A.D. 2009

(SEAL)

County Clerk.

Resolution # 09 - 37
County Law Library Maintenance Fee

Whereas, the "Counties Code Act" pursuant to Chapter 55, Paragraph 5/5-39001 of the Illinois Compiled Statutes provides for establishment and maintenance of a county law library and the collection of a "County Law Library Fee" not to exceed (i) \$18.00 in 2009, (ii) \$19 in 2010, and (iii) \$21 in 2011 and thereafter; and

Whereas, the present amount charged for the "County Law Library Fee" presently is \$13.00;

Now Therefore Be It Resolved, that pursuant to the Illinois Compiled Statutes 55 ILCS 5/5-39001, the County Board of Montgomery County, Illinois resolves to require the Clerk of the Circuit Court, to charge and collect at the time of filing the first pleading, paper, or other appearance filed by each party for all civil cases an automated recordkeeping fee entitled "County Law Library Fee" in the amount of (i) \$18.00 in 2009, (ii) \$19 in 2010, and (iii) \$21 in 2011 and thereafter, as provided in said statute. These fees shall be effective with those cases filed on or after the date of this Resolution's passage listed below, and;

Dated this 8th day of December, 2009.

Attest:


County Clerk, Montgomery County


Chairman, Montgomery County Board

IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT
MONTGOMERY COUNTY, ILLINOIS

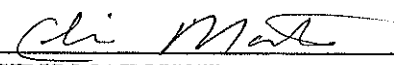
IN RE:)
PETITION TO DELAY)
IMPOSITION OF MONTGOMERY) NO. 09-MR-
COUNTY DRUG COURT)

PETITION TO DELAY IMPLEMENTATION OF MONTGOMERY COUNTY DRUG COURT

Comes now Chris Matoush, State's Attorney for Montgomery County, Illinois, on behalf of the Montgomery County Board hereby moves to delay the implementation of the Montgomery County Drug Court pursuant to 730 ILCS 166/15(c) for reasons that:

- 1. Montgomery County does not have nor has it ever established a Drug Court program as of December 8, 2009,
- 2. Montgomery County does not have the financial means and necessary resources to implement an individual county Drug Court program,
- 3. Montgomery County is in the process of joining with Christian County to establish a dual county Drug Court Program,
- 4. Montgomery County will need additional time to reallocate resources and determine the financial means necessary to establish a dual county Drug Court Program with Christian County.

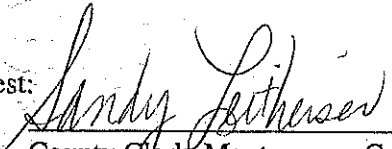
Wherefore, the Montgomery County Board pray this court enter an order delaying the implementation of the establishment of a Drug Court program in Montgomery County for a period not to exceed January 1, 2012 (two years).


CHRIS MATOUSH
Montgomery County State's Attorney

The undersigned being first duly sworn upon oath deposes that the facts set forth in the forgoing Petition to Delay are true and accurate upon his information and belief.


Michael Plunkett
Chairman, Montgomery County Board

Dated this 8th day of December, 2009.

Attest: 
County Clerk, Montgomery County

RESOLUTION # 2010-01**RESOLUTION TO ESTABLISH WEIGHT LIMITS ON DESIGNATED COUNTY HIGHWAYS**

WHEREAS, Section 15-316(c) of the Illinois Vehicle Code (625 ILCS 5/15-316(c)) authorizes local authorities to limit the weight of vehicles on designated highways under their jurisdiction; and

WHEREAS, the following designated highways are not able to withstand the gross weight limits as allowed in Section 15-111 of the Illinois Vehicle Code (625 ILCS 5/15-111) without unreasonable damage or extraordinary county maintenance expenses; and

WHEREAS, the County of Montgomery is desirous of limiting the gross weights of vehicles to 72,000 pounds on the following designated highways between the stated limits:

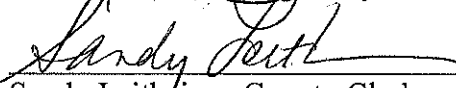
County Hwy #	County Hwy Name	County Highway Limits	
		From:	To:
3	Black Diamond Tr.	Sangamon Co. Line	Mine Ave.
3	Black Diamond Tr.	Mine Ave.	IL Rte. 48
5	Coffeen Road	Irving Municipal Limits	IL Rte. 185
6	Witt Trail	N. 17 th Ave.	Nokomis Road
8	Fillmore Trail	IL Rte. 16	Schoolhouse Road
9	Red Ball Trail	IL Rte. 185	1.4 miles South
12	Bodner Ave.	Macoupin Co. Line	Niemanville Tr.
13	Niemanville Tr.	Bodner Ave.	Madison Co. Line

NOW THEREFORE, BE IT RESOLVED that a gross vehicle weight limitation of 72,000 pounds be imposed on the above stated highways within the limits shown and be posted as such, effective January 1, 2010.

ATTEST:

Approved and adopted by the Montgomery County Board this 8th day of December, 2009.




Mike Plunkett, Montgomery County Board Chairman

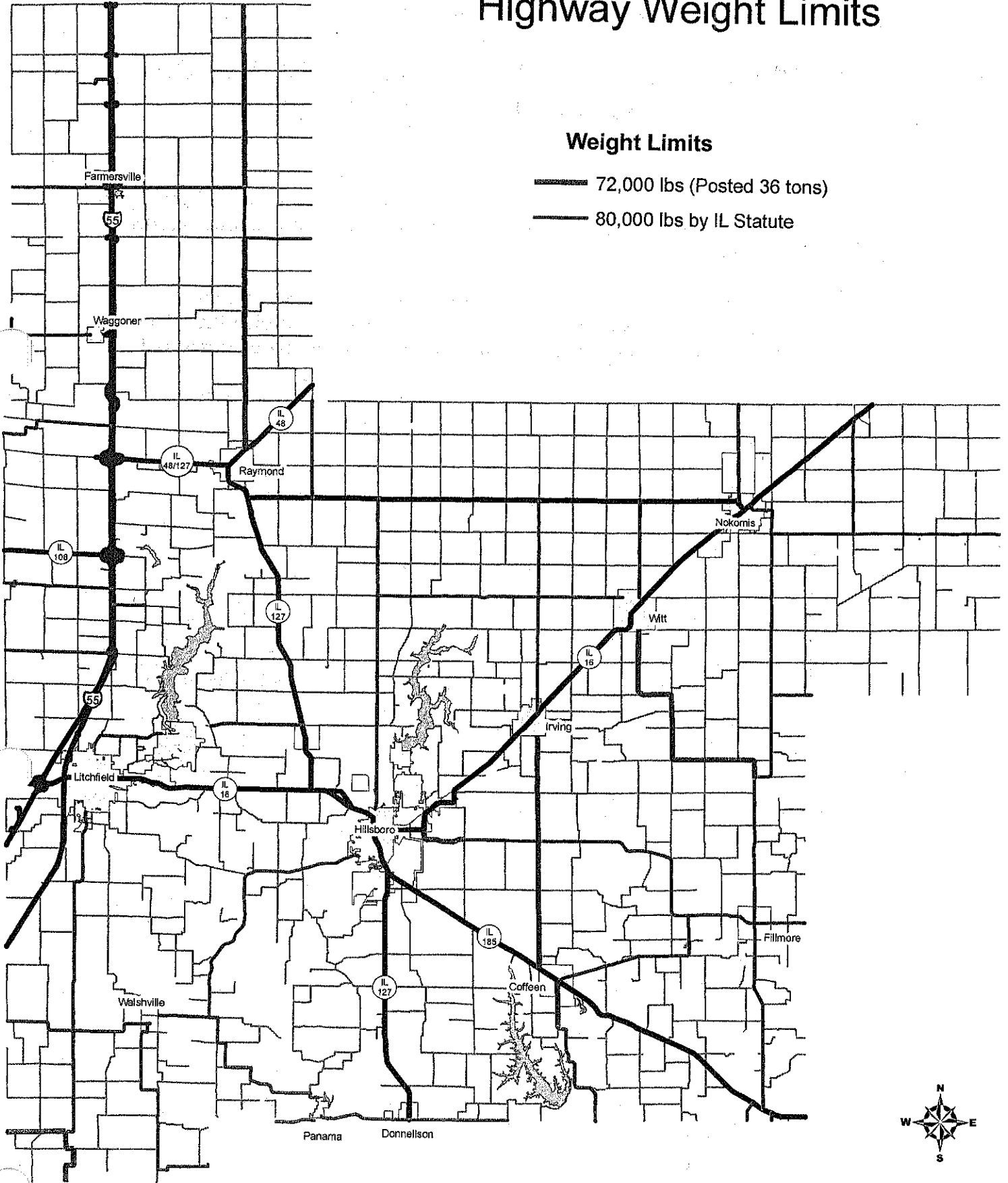

Sandy Leithiser, County Clerk

(SEAL)

Montgomery County Highway Weight Limits

Weight Limits

-  72,000 lbs (Posted 36 tons)
-  80,000 lbs by IL Statute



RESOLUTION # 2010-02

**RESOLUTION TO ESTABLISH MONTGOMERY COUNTY
OVERSIZE & OVERWEIGHT PERMIT FEES,
REGULATIONS AND PROCEDURES**

WHEREAS, Article I of Chapter 15 of the Illinois Vehicle Code (625 ILCS 5/15-1XX) establishes size, weight and load restrictions of vehicles on the public road system; and

WHEREAS, Section 15-301 of the Illinois Vehicle Code (625 ILCS 5/15-301) authorizes local authorities with respect to highways under their jurisdiction to issue special permits authorizing the movement of a vehicle of a size, weight or load exceeding the maximum specified in Article I of Chapter 15 of the Illinois Vehicle Code (625 ILCS 5/15-1XX); and

WHEREAS, the County of Montgomery finds it to be in the best interests of the citizens of Montgomery County to establish an Oversize & Overweight Permit procedure; and

WHEREAS, the owner of a vehicle which exceeds the size, weight or load specified in Article I of Chapter 15 of the Illinois Vehicle Code (625 ILCS 5/15-1XX) wanting to move such vehicle on highways under Montgomery County's jurisdiction must apply to the Montgomery County Highway Department requesting an Oversize & Overweight Permit; and

WHEREAS, it shall be the duty of the applicant to establish in the application that the load to be moved by such vehicle is composed of a single nondivisible object that cannot reasonably be dismantled or disassembled; and

WHEREAS, the Montgomery County Highway Department shall determine the feasibility of the routes stated and if approved, shall collect a fee from the applicant for the issuance of a permit, fees are as follows:

<u>Single Use</u>		
Oversize		\$10.00
Overweight – for every 1,000 lbs over legal gross wt.		\$1.00
 <u>Annual Limited Continuous Use</u>		
Oversize		\$100.00
Overweight – for every 1,000 lbs over legal gross wt.		\$10.00
 <u>Misc. Engineering Investigations or Police Escort</u>		 Actual Cost

; and

WHEREAS, the permit must be carried in the vehicle and must be available for inspection by police or department officials; and

WHEREAS, penalties for violation are stated in Section 15-113 of the Illinois Vehicle Code (625 ILCS 5/15-113); and

WHEREAS, this resolution supersedes all past County resolutions and ordinances which established oversize & overweight permits or requirements.


NOW THEREFORE, BE IT RESOLVED by the Montgomery County Board that in order to protect the public safety from unauthorized use of public roads by oversize and overweight vehicles, the Montgomery County Board hereby adopts the following resolution which requires that an Oversize & Overweight Permit be approved prior to any movement by a vehicle which exceeds the size, weight and load limits as stated above, effective January 1, 2010.

ATTEST:

Approved and adopted by the Montgomery County Board this 8th day of December, 2009.



Mike Plunkett, Montgomery County Board Chairman



Sandy Leitheiser, County Clerk

(SEAL)

F I L E D
DEC 08 2009

Sandra Leitheiser COUNTY
CLERK

JOYCE A. MATTHEWS
19186 NOKOMIS ROAD
NOKOMIS, ILLINOIS 62075

December 8, 2009

Dear Michael Plunkett, Montgomery County Board Chairman

I have accepted a position with the Obama Administration. This new job will take me out of the county more than I had anticipated, and will interfere with county board meetings. I will not have the time to devote to county issues as I should. So, I am resigning from the Montgomery County Board as of December 31, 2009.

I have enjoyed working with all the members of the County Board and will miss the challenges that the future holds for Montgomery County.

I wish all County Board Members and county employees a very Merry Christmas and Happy New Year.

Sincerely,



Joyce Matthews

John Downs
(Vice Chairman)

Sandy Leitheiser
(County Clerk)

Mike Plunkett, Chairman
Montgomery County Board

P.O. Box 122 - Hillsboro, Illinois 62049
Phone # (217) 532-9577

Board Members:

District #1

Dale Ogden
Connie Beck
Jarod Hitchings

District #2

Joyce Matthews
Gene Miles
Nelson Aumann

District #3

Bonnie Branum
George Blankenship
Robert Durbin

District #4

Jim Moore
Terry Bone
Mike Plunkett

District #5

Sharon Kuchar
Richard Wendel
Frank Komor

District #6

Ronald Deabenderfer
John Downs
Roy Hertel

District #7

Bill Sielschott
Edward Helgen
Mary Bathurst

December 9, 2009

The Honorable Steve White
Montgomery County Democratic Chairman
2002 School Street
Hillsboro, IL 62049

Dear Chairman White,

At Tuesday morning's Montgomery County Board meeting, I read a letter dated December 8th, 2009, from District #2 Board Member Joyce Matthews that she is resigning her seat effective December 31st, 2009.

I am notifying you according to Illinois statute.

I anticipate that the Montgomery County Democrat Central Committee will recommend a replacement for the vacancy to be appointed at the next regular meeting on January 12th, 2010 at 8:30 am in the County Board room.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,



Mike Plunkett, Chairman
Montgomery County Board

John Downs
(Vice Chairman)

Sandy Leitheiser
(County Clerk)

Mike Plunkett, Chairman
Montgomery County Board

P.O. Box 122 - Hillsboro, Illinois 62049
Phone # (217) 532-9577

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Richard Wendel
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Ronald Deabenderfer
John Downs
Roy Hertel

District #7

Bill Sielschott
Edward Helgen
Mary Bathurst

December 9, 2009

The Honorable Roy Hertel
Montgomery County Republican Chairman
28 Hilltop Drive
Hillsboro, IL 62049

Dear Chairman Hertel,

At Tuesday morning's Montgomery County Board meeting, I read a letter dated December 8th, 2009, from District #2 Board Member Joyce Matthews that she is resigning her seat effective December 31st, 2009.

I am notifying you according to Illinois statute.

I anticipate that the Montgomery County Democrat Central Committee will recommend a replacement for the vacancy to be appointed at the next regular meeting on January 12^h, 2010 at 8:30 am in the County Board room.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,



Mike Plunkett, Chairman
Montgomery County Board