

Montgomery County Board
Coordinating Committee Meeting Agenda
County Board Room, 2nd Floor, Historic Courthouse
#1 Courthouse Sq. Hillsboro, IL 62049

8:30 a.m. Thursday, February 26, 2026

Members Present: Doug Donaldson, Mark Hughes, Ethan Murzynski, Andy Ritchie, Chad Ruppert, Dr. Patty Whitworth

Members Absent:

Others Present:

Pledge of Allegiance:

Public Comments:

Coordinating Committee: Doug Donaldson, Board Chairman

1. Information Systems Report Update/Approval:
2. Privacy Notice Policy Update/Approval:
3. EMA/EPA Report Update/Approval:
4. HELP Safety Committee Update/Approval:
5. Other Business:

Development & Personnel Committee: Chad Ruppert, Chairman

1. MCEDC Update/Approval: Kaitlyn Fath
2. Animal Control Update/Approval:
3. DCEO Energy Transition Grant Update/Approval:
4. Tourism Grant Application Update/Approval:
5. Wind and Solar Ordinance Update/Approval:
6. Battery Storage and Data Centers Update/Approval:
7. CO2 Pipeline Eminent Domain Update/Approval:
8. County Starting Salary Update/Approval:
9. Other Business:

Buildings and Grounds: Mark Hughes, Chairman

1. Maintenance Report Update/Approval:
2. Snow Blade for Side-by-Side Update/Approval:
3. Maintenance Agreements Update/Approval:
4. 127 N. Main Street Property Update/Approval:
5. Other Business:

Roads and Bridges Committee: Ethan Murzynski, Chairman

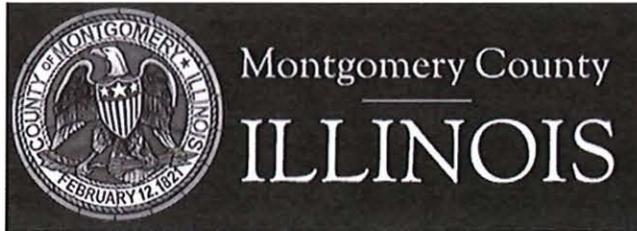
1. Elmore Solar Road Use Agreement Update/Approval:
2. Other Business:

Finance and Budget Committee: Andy Ritchie, Chairman

1. SOA Office Update/Approval:
2. Capital Improvement & Coal Fund Reports Update/Approval:
3. Special Service Area Ambulance Contracts Update/Approval:
4. Circuit Clerk Audit Presentation Update/Approval:
5. IPRF Work Comp Premium Return Update/Approval:

6. Transfer of Tax Sale Certificate Update/Approval:
7. FY2027 Budget Process Update/Approval:
8. Fund 375 Purchases Update/Approval:
9. Other Business:

Motion to adjourn by _____ and second by _____. All in favor, motion carried.
Meeting adjourned at _____ a.m. The summaries of minutes were respectfully submitted by acting secretary Mike Plunkett, as deputized by Montgomery County Clerk/Recorder Sandy Leitheiser.



Privacy Notice

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use Montgomery County website <https://montgomerycountyil.gov>. The notice covers the following topics:

- Information collected and how it is used
- Personal information
- Disclosure Information
- Cookies
- Security
- Use of Third-Party Services
- Children's Privacy Protection
- Contact Information

Information Collected and How it is Used

If you do nothing during your visit to our website but browse, read pages, or download information, we will gather and store certain information about your visit. This information **does not identify you** personally. We automatically collect and store the following information about your visit:

1. The Internet Protocol Address and domain name used. The Internet Protocol address is a numerical identifier assigned either to your Internet service provider or directly to your computer. We use the Internet Protocol Address to direct Internet traffic to you. This address can be translated to determine the domain name of your service provider (e.g., xcompany.com or yourschool.edu);
2. The type of browser and operating system you used.
3. The date and time you visited this site;
4. The web pages or services you accessed at this site; and
5. The website you visited before coming to this website.

The information we automatically collect or store is logged and used by Montgomery County only to improve the content of our web services and to help us understand how people are using our services. Montgomery County analyzes this information to determine how our website is being used, so that we may continually improve the site's usefulness to the public.

Personal Information

"Personal information" is information about an individual that is readily identifiable to that specific individual. Personal information includes personal identifiers such as an individual's name, address, phone number, driver's license number and Social Security number. A domain name or Internet Protocol address is not considered personal information. The County does not collect personal information about an individual unless that individual chooses to voluntarily participate in an activity that asks for information (e.g., sending an e-mail or participating in a survey). If an individual chooses not to participate in these activities, that choice will in no way affect that individual's ability to use any other

feature of the Montgomery County websites. If personal information is requested on the website or volunteered by the user, State law and the federal Privacy Act of 1974 may protect it. However, this information is a public record once an individual has provided it and may be subject to public inspection and copying if not protected by federal or state law.

Disclosure Information

Montgomery County may share personally identifiable information you provide to us online with representatives within the Montgomery County Administration and related entities, other government agencies, or other named representatives as needed to speed your request or transaction. In a government-wide effort to combat security and virus threats, we may share information we collect automatically, such as IP addresses, with other government agencies.

Also, the law may require us to share collected information with authorized law enforcement, homeland security, and in case of national security activities. See the Privacy Act of 1974 below. We do, however, endeavor to restrict employee access to any personal information except where necessary to perform required duties.

Cookies

A “cookie” is a small data file transferred by a website to your computer’s hard drive. You are sent cookies when you surf <https://montgomerycountyil.gov>, make online payments, respond to online surveys, or request information. Accepting <https://montgomerycountyil.gov> cookies does not give us access to your Personally Identifiable Information, but we can use the cookies to identify your computer. The aggregate information collected permits us to analyze traffic patterns on our Site. This can enable us to provide you with a better experience on our website.

Most browsers automatically accept cookies, but you can usually refuse cookies, or selectively accept certain cookies, by adjusting the preferences in your browser. If you turn off cookies, there may be some features of our site that will not be available to you and some web pages may not display properly.

Security

Montgomery County, IL, in conjunction with our technology partner(s), has integrated industry standard or better security measures and systems into the design, implementation and general operation of the County website.

Such measures include, but are not limited to:

Multi-Factor Authentication, Web Application Firewall (WAF), Access Management, Malware Protection, Monitoring, Auditing, TLS 1.3 (Transport Layer Security) encryption and Data Back-Ups.

Furthermore, Montgomery County, IL maintains ongoing efforts to identify and block unauthorized intrusions or attempts to manipulate website information through other forms of exploitation as part of our continuing commitment to risk management.

Third Party Services

Montgomery County, IL, uses content provided by third parties and uses third parties for transactions. Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties do not necessarily state or reflect those of the Montgomery County and shall not be used for advertising or product endorsement purposes. Montgomery County is not responsible for the contents of any off-site pages referenced. The user specifically acknowledges that the County is not liable for the defamatory, offensive, or illegal conduct of other users, links, or third parties and that the risk of injury from the foregoing rests entirely with the user. Third party links do not constitute an endorsement.

Children’s Privacy Protection

Montgomery County, IL believes that protecting children’s privacy online is extremely important. Montgomery County, IL respects national and international laws, including the Children’s Online Privacy Protection Act (“COPPA”), which applies in the United States. Montgomery County, IL is not directed to children under the age of thirteen (13) and does not knowingly collect personal information.

Contact Us

If you have any questions or concerns about Montgomery County, Illinois’ use of your information or about this Privacy Statement please contact us.

Montgomery County, IL
#1 Courthouse Square
Hillsboro, IL 62049
admins@montgomerycountyil.gov

ADOPTED by the Montgomery County Board this 10th day of March, 2026.

APPROVED:

ATTEST:

Doug Donaldson, Chairman
Montgomery County Board

Sandy Leitheiser, County Clerk
Montgomery County

Montgomery County Board
Development & Personnel Committee Meeting Agenda
County Board Room, 2nd Floor, Historic Courthouse
#1 Courthouse Sq. Hillsboro, IL 62049

5:00 p.m. Monday, March 2, 2026

Members Present: Chad Ruppert, Bill Bergen, Chris Daniels, Jeremy Jones, Russell Beason, Doug Donaldson

Members Absent:

Others Present:

1. Pledge of Allegiance:
2. Public Comment:
3. MCEDC Update/Approval: Kaitlyn Fath
4. Animal Control Update/Approval:
5. Green Diamond Bike Trail Parcel Legal Description Proposal Update/Approval:
6. DCEO Energy Transition Grant Update/Approval:
7. Tourism Grant Application Update/Approval:
8. Wind and Solar Ordinance Update/Approval:
9. Battery Storage and Data Centers Update/Approval:
10. CO2 Pipeline Eminent Domain Update/Approval:
11. County Starting Salary Update/Approval:
12. Other Business:

Motion to pay the bills by _____ and second by _____. All in favor, motion carried.

Motion to Adjourn by _____ and second by _____. All in favor, motion carried.

Meeting adjourned at _____ p.m. The summaries of minutes were respectfully submitted by acting secretary Mike Plunkett, as deputized by Montgomery County Clerk/Recorder Sandy Leitheiser.

February MCEDC Report

- Kaitlyn Fath
- contact@montgomeryeconomic.com
- 217-851-0254

Meetings:

- 2/1 County Board Development and Personnel Meeting
- 2/3 Hillsboro City Council Meeting (1 of 2)
- 2/5 Meetwith Taylor Springs Village Clerk re: ASARCO tour
- 2/10 Hillsboro Planning Commission Meeting canceled
- 2/10 Full County Board Meeting
- 2/11 Meeting with The Journal News on Community Calendar
- 2/11 Meeting with Litchfield Chamber of Commerce
- 2/12 Attended Fayette County Chamber of Commerce Awards Dinner
- 2/17 Litchfield Tourism Meeting canceled
- 2/17 Hillsboro City Council Meeting (2 of 2)
- 2/18 Met with Donnellson Village Clerk re: T-Mobile Hometown Grant
- 2/18 Met with Animal Control non-profit, R.U.F.F.
- 2/19 Presented to the Hillsboro Health Junior Board
- 2/25-2/26 Attended Annual Rural Community and Economic Development Conference in Springfield

**Was not able to attend Litchfield Economic Development Meeting or Planning Commission Meeting due to meeting conflicts. Hillsboro Planning Commission meeting was cancelled

Upcoming Dates:

3/6

- ~~2/4~~ ASARCO Tour
- 3/9 Nokomis City Council meeting
- 3/16 Coffeen City Council meetings
- 3/24 Witt City Council Meeting
- 3/20 COAD meeting
- 3/25 Perkins Comprehensive Local Needs Assessment Event for SCI Center
- 3/26 Litchfield Chamber of Commerce Awards Dinner

Board Folder:

If you didn't get a chance last month, please try accessing the Board OneDrive Folder. It has a variety of documents and shortcuts. Please let me know if you have problems accessing it so that I can troubleshoot: [MCEDC BOD Shared Folder](#)

Billing:

See the reconciliation sheet from Cassie attached to this email. I have followed up with Witt, Coffeen, Nokomis, and Raymond and have plans to attend their monthly meetings. I plan to send out invitations to leads this week.

Program of Work

Priority 1: ASARCO Site Redevelopment

- Description: Partner with the Village of Taylor Springs on the remediation and redevelopment of the ASARCO Taylor Springs Superfund Site.
- Status Update: The tour is scheduled for this Wednesday, March 4, 2026. I made a contact at the conference I attended this past week who works for the Prairie Hills Land Bank Authority and specializes in brownfields. I will look at scheduling an informational call.

Priority 2: Property Inventory

- Description: Compile a comprehensive inventory of all available commercial and residential development properties in Montgomery County.
- Status Update: Litchfield, Hillsboro, and Nokomis municipality contacts all logins to LOIS. I will be following up with them towards the end of this month to see what locations they have identified so far.

Priority 3: Business Retention and Expansion (BRE)

- Description: Conduct twenty-five (25) business and retention visits across the county to identify needs, barriers to growth, and expansion opportunities.
- Status Update: No movement at this time.

Priority 4: Online Business Directory

- Description: Compile a comprehensive list of all businesses in both incorporated municipalities and unincorporated areas throughout Montgomery County. Upload the list into a searchable database on the MCEDC website.
- Status Update: Current MCEDC members are listed in the database. We will be adding non-members to the database in the near future. These non-members will have limited information in contrast to MCEDC members. Per census.data.gov, there are an estimated 600 businesses in Montgomery County, and I have identified approximately 300 so far. This is an ongoing project that will require ongoing maintenance as businesses close and expand.

Priority 5: Unified County-wide Tourism Strategy

- Description: Collaborate with municipalities to develop a shared countywide tourism marketing plan and annual contract with Great Rivers and Routes Tourism Bureau.
- Status Update: Hillsboro approved their portion of the payment split at their last meeting. We are waiting on approval from Nokomis. I plan to attend their next City Council meeting on 3/9.

Priority 6: Grant Writing for Municipal Members

- Description: Identify and apply for at least one grant for each municipal member.
- Status Update: I am currently working with Donnellson on a grant to update the electrical features at their Village Hall and Community Center. I am also working with a grassroots organization to gain non-profit status to fundraise for animal control.

Priority 7: CORI Study Phase 2

- Description: Re-engage with the Center on Rural Innovation (CORI) to launch Phase 3 of the broadband and digital economy study. Host a public "Lunch & Learn" event to present Phase 1-2 findings and gather input from local leaders for the next stage of implementation.
- Status Update: I was able to connect with someone from the CORI team at the conference I attended last week. I followed up with her this morning to get reacquainted, so I will hopefully have a meeting scheduled with our previous coordinator, Nora Westbrook, in the following weeks. I also learned that they have an Innovation Fund for tech startups that JardogsAi may be eligible for. I will further investigate this funding opportunity when I connect with Nora.

Priority 8: Community Improvement Fund

- Description: Develop and execute a fundraising campaign to raise \$25,000 for the Montgomery County Community Improvement Fund, targeting local businesses, foundations, and private donors. Launch an online donation portal and recognition program for contributors.
- Status Update: Tabled.

Priority 10: Community Calendar Initiative

- Purchase a monthly full-page ad in The Journal-News featuring a community events calendar, highlights of upcoming local activities, a list of MCEDC members, and a QR code linking directly to the MCEDC website for more information.
- Status Update: I met with Mary Herschelman on another revision of the full-page. I will present this ad at the annual meeting with plans for it to be published in the following paper.

Priority 11: Expand reliable cellular phone coverage across Montgomery County

- Description: Expand reliable cellular phone coverage across Montgomery County by addressing current "dead zones." MCEDC will collaborate with AT&T to identify underserved areas and pursue the development of strategically located towers to strengthen connectivity for residents, businesses, and visitors.
- Status Update: I received a call from my contact at ATT this past week; he said they have started construction on a tower in Coffeen. A timeline for connectivity was not provided, but we will stay in contact as he is updated. Additionally, I've been informed that Verizon has constructed a few towers. I will work on finding a Verizon contact.

Priority 12: Update and Revise the Comprehensive Economic Development Strategy (CEDS)

- Description: MCEDC will follow the steps defined by the U.S. Economic Development Administration (EDA) to update and maintain a current Comprehensive Economic Development Strategy (CEDS). This process ensures Montgomery County remains eligible for EDA funding opportunities and that the county's long-term economic vision reflects the needs and priorities of its residents and partners
- Status Update: No significant steps have been made at this time because I am working on the annual report for the April annual meeting. However, the annual report has a lot of content crossover. Two meetings scheduled for later this month with data firms.

Priority 13: Bring the Litchfield Chamber of Commerce under the MCEDC Administrative Framework

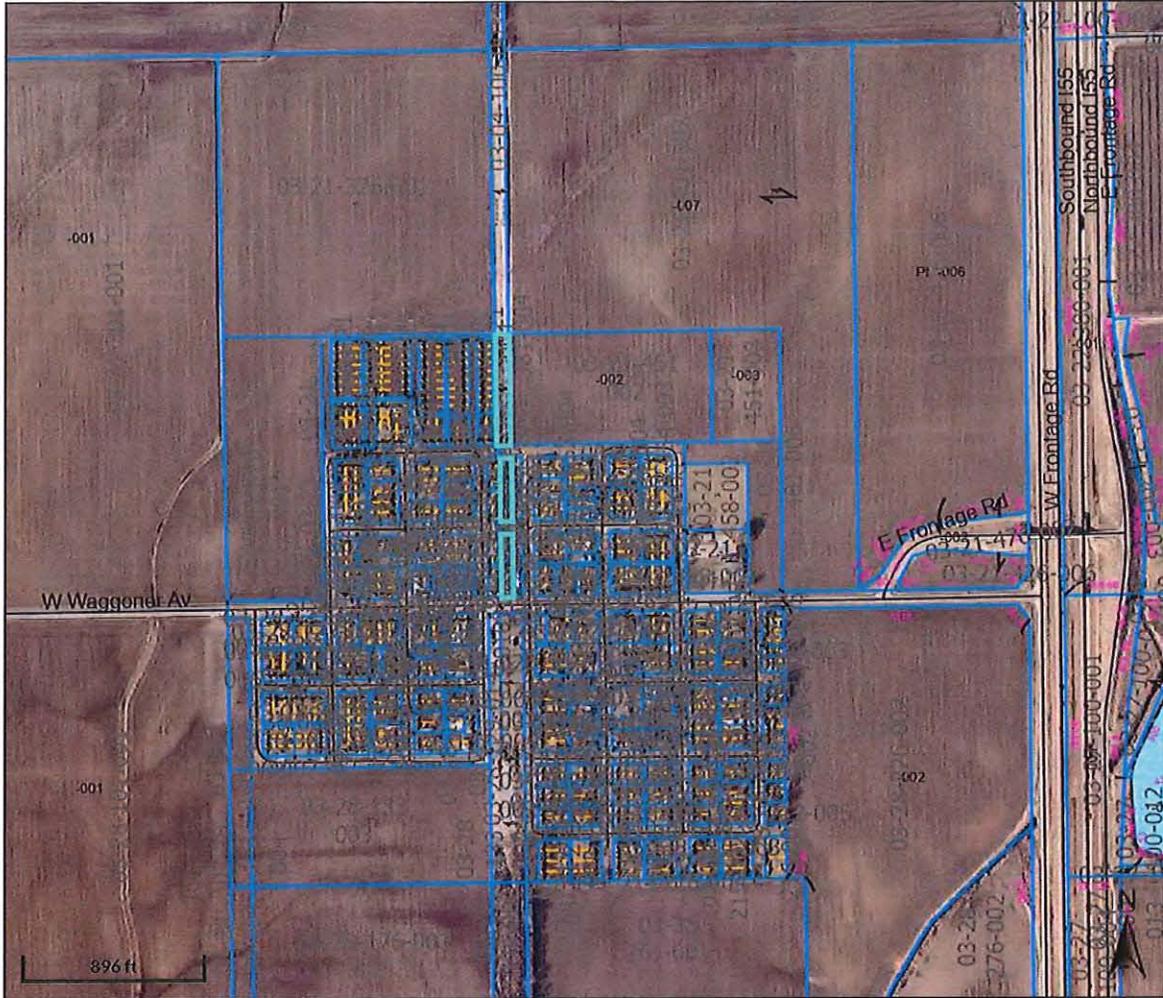
- Description: Strengthen and sustain the Litchfield Chamber of Commerce by bringing its operations under the MCEDC administrative framework — while preserving the Chamber's identity, programming, and local leadership.
- Status Update: We are looking to bring LCC under the MCEDC administrative framework to operate similarly to how Montgomery County CEO does. We will cover administrative tasks, but they will maintain a fully operational board of directors, a roster of members, and a bank account.

Priority 14: Create a COAD (Community Organizations Active in Disasters) to Montgomery County under the MCEDC Administrative Framework

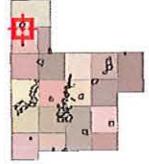
- Description: Establish a Montgomery County COAD (Community Organizations Active in Disasters) under the administrative framework of the MCEDC framework to formalize local coordination among nonprofits, businesses, faith-based organizations, government entities, and volunteers before, during, and after disaster events.
- Status Update: Mike Plunkett has spearheaded this conversation. Our first meeting of stakeholders is tentatively scheduled for March 20th at 9:00 a.m. in the County Board Room.

Municipal Animal Control Contracts

- Litchfield 5/23/25
- Nokomis 2/2/26
- Waggoner 2/2/26
- Farmersville 2/10/26
- Witt 2/10/26
- Coalton 2/11/26



Overview



Legend

- CenterLines
- Symbols
- 100
- 400
- Hydrography
- Ownership Parcels

Parcel ID	03-21-381-004	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY
Sec/Twp/Rng	n/a	Class	0090		1 COURTHOUSE SQ
Property Address	114 W MAIN ST	Acres	1.74		ROOM 101
	WAGGONER IL 62572				Hillsboro IL 62049
District	12003				
Brief Tax Description	VAC RR R/W THRU SEC 21 DOCKET NO 08-68-29				
	(Note: Not to be used on legal documents)				

Date created: 2/24/2026
 Last Data Uploaded: 2/24/2026 10:49:32 AM

March 2, 2026

Sandy Leitheiser
Montgomery County Clerk & Recorder
#1 Courthouse Square, P.O. Box 595
Hillsboro, Illinois
62049

Nail
Land
Surveying
Litchfield, Illinois



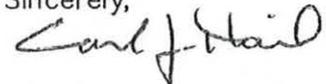
Re: estimate for Surveying services for 3 areas of former Railroad property located between Main Street & north corporate limits of the Village of Waggoner, Illinois. (parcel I.D. #03-21-381-004)

Sandy,

Please let this letter represent my estimate for Surveying services to identify on the ground and provide Plat of Survey/description for 3 areas of the former Railroad property located between Main Street and the north corporate limits of the Village of Waggoner (parcel I.D. #03-21-381-004).

Estimate is \$3,000 based on field crew/office time needed to complete the above mentioned scope of services. Upon approval of this letter, we can begin our ground Survey work the following week and hope to provide the Plat of Survey/description in the following week.

Sincerely,



Carl J. Nail, P.L.S.
cell) 217/556-1001
carlnail@consolidated.net

P.O. Box 41
Litchfield, Illinois
62056

APPROVED : _____

DATE : _____



**Doug Donaldson, Chairman
Montgomery County Board**

#1 Courthouse Square, Room 202

Hillsboro, Illinois 62049

Phone # (217) 532-9577

FOR IMMEDIATE RELEASE

Contact: Mike Plunkett 217-532-9588

mikep@montgomerycountyil.gov

The Montgomery County Board is once again accepting applications grants aimed at promoting local tourism.

Grant applications for Montgomery County Tourism Financial Assistance are available on the county website (montgomerycountyil.gov) in the Economic Development tab under the Business & Communities drop-down. Applications may also be picked up and returned to the County Board Administration office on the second floor of the Historic Courthouse in Hillsboro.

“There’s always a lot going on in Montgomery County, and if you’re planning an event that will bring visitors here we’re on board and we want to help,” Montgomery County Board Chairman Doug Donaldson said.

The deadline to apply for up to \$1,000 in Tourism Financial Assistance funds is Friday, March 27. Grants will be awarded in early April, and are funded through the county hotel/motel sales tax.

Email Montgomery County Board Administration at cbadmins@montgomerycountyil.gov or call 217-532-9588 for more information.



Tourism Financial Assistance APPLICATION

Applications must be submitted by: **MARCH 27, 2026**

Grants will be awarded On: **APRIL 14, 2026**

Note: Return signed application to:

cbadmins@montgomerycountyl.gov. If you need to use additional pages for supporting evidence, please attach those to the application.

Name of Event: _____

Date(s) of Event: _____

Location of Event: _____

Address of Event Venue (if applicable): _____

Organization: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ E-mail: _____

Amount Requested (No greater than \$1,000): \$ _____

List event website, Facebook, Instagram page(s): _____

I, _____, hereby agree to reimburse the County Tourism Account the full amount of the grant awarded if the event is cancelled for any reason other than weather or emergency.

Signature: _____

FOR Personnel/Development COMMITTEE USE ONLY

Date Received: _____

Date Approved/Denied: _____

Amt. Approved: _____

Date Paid: _____

Date Final Report Due: _____
Date Final Report Received: _____

5. How do you plan to collect data to measure the results of your event?
Event attendance, # of overnight stays, profile of attendees, etc.

6. Does your organization hold fundraisers to create operating capital for this event OR do they solicit sponsorships?
 Yes No

7. Attach an itemized budget showing what expenditures this grant assistance will cover.
Please include any pertinent vendor information

The Montgomery County Development & Personnel Committee and Montgomery County Board reserve the right to require additional information to show compliance with the standards described within these guidelines. Please initial: _____

If awarded financial assistance, a Final Report to Montgomery County Personnel & Development Committee must be received 90 days after your event date (or final event date if the event spans multiple dates). This includes copies of receipts for all items/services purchased as part of the grant awarded. If this report is not submitted on time, your organization may not be eligible for event funding assistance through the County. Please initial: _____

The Montgomery County Personnel & Development Committee will review and score all applications to determine funding decision and amount, which will be based on the guidelines set above. Note: The Montgomery County Personnel & Development Committee and Montgomery County Board reserve the right to fund events at an amount less than the amount requested.

Applications may be emailed to: cbadmins@montgomerycountyil.gov

Or Mailed to: Montgomery County Personnel & Development Committee
Attn: Tourism Grant Application
#1 Courthouse Square Room 202, Hillsboro, IL 62049



Grant Report

*Please complete and send back to the County Development Committee
within 90 days after the event date
(or final event date if event spans multiple dates.)*

Name of Event: _____

Date(s) of Event: _____

Location of Event: _____

Address of Event (if applicable): _____

Organization: _____

Contact Person: _____

Daytime Phone: _____ E-mail: _____

Please confirm amount received: \$ _____

Attach copies or receipts to report. (Please redact any personal account information.)

Do you think this grant helped you reach a larger audience and/or provide a better event experience?

Does your organization have any takeaway thoughts they would like to share with the County Personnel/Development? (Things you wish to change next year, increase or decrease next year?)

**MONTGOMERY COUNTY
ORDINANCE REGULATING
THE SITING OF
WIND ENERGY CONVERSION SYSTEMS**

Adopted by: Montgomery County, June 9, 2009

First Revision: November 10, 2020

Second Revision: August 10, 2021

Third Revision: June 13, 2023

Fourth Revision: February 13, 2024

Fifth Revision: July 9, 2024

Sixth Revision: August 13, 2024

Seventh Revision: July 8, 2025

Eighth Revision: October 14, 2025

Ninth Revision: March 10, 2026

I. INTRODUCTION

- A. **Title:** This Ordinance shall amend the original Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems dated June 9, 2009 and be known, cited and referred to as the Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems.
- B. **Purpose:** The purpose of this ordinance is to facilitate the construction, installation, operation, and decommission of Wind Energy Conversion Systems (WECS) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources. This ordinance shall not apply to personal or business wind energy development for the primary use of self-sustaining energy. This ordinance is not intended to replace safety, health, or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state, or federal law.

II. DEFINITIONS

- A. "Applicant" means the entity or person who submits to the County, pursuant to Section VI of this Ordinance, an application for the siting of any wind energy conversion system (WECS) or Substation.
- B. "Application" means the request for the Wind Energy Conversion System (WECS) permit must be submitted on the application form maintained by the County. Application may be modified from time to time by the County in order to provide sufficient information for permitting decisions to be made.
- C. "Authorized Agent" means personnel authorized by the Montgomery County Board Chairman.
- D. "Capability" means the ability, knowledge, experience, resources and financial viability to complete the project.
- E. "Decommissioning" means to return the property or site back to its pre-installation state or better as approved in the decommissioning plan.
- F. "Deconstruction" means breaking an object down or disassembling a large object into smaller parts.
- G. "Distance" Measured as feet on a level plane.
- H. "Financial Assurance" means reasonable assurance from a credit worthy party or parties satisfactory to the County that any and all damages due to construction, operation, maintenance, and decommission/deconstruction caused by the wind energy project will be repaired and that the project will be decommissioned/deconstructed. Examples of such include a performance bond, surety bond, trust instrument, cash, escrow, and/or irrevocable letter of credit.
- I. "Hearing Facilitator" means the county may unilaterally engage the services of a hearing facilitator not affiliated with any pro wind or anti wind group to preside over any required hearings resulting from the siting approval application. *Process: The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the board and county but with no adjudicatory responsibility other than ruling on request for continuances, procedural matters, admissibility of evidence and the propriety of any arguments. Upon conclusion of the evidence and final arguments, the County Board Coordinating Committee with outside professional advice as required will prepare and submit "findings of fact" and a final recommendation to the county board. The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois, jointly selected by the state's attorney (or his designee) and the Montgomery County Economic Development chairperson and appointed by the chairman of the county board with the consent of the county board. The applicant shall reimburse the county for the fees and costs charged by the facilitator.*
- J. "L.A." refers to "Local Authority". Local Authority is the representative of the applicable government body.

- K. "Licensed Illinois Professional Engineer" means a qualified individual who is licensed as a professional engineer in the State of Illinois.
- L. "Licensed Illinois Structural Engineer" means a qualified individual who is licensed as a structural engineer in the State of Illinois.
- M. "Like-kind replacement" means a WECS tower which meets or exceeds the standards and specifications of the tower being replaced and complies with the applicable terms and conditions of this ordinance.
- N. "Maximum height" means the maximum height allowed under a Determination of No Hazard to Air Navigation by the FAA under 14 CFR Part 77
- O. "MET" means a measurement tower, or met mast as a free standing tower, or a removable mast, which carries measuring instruments with meteorological instruments such as thermometers and instruments to measure wind speed.
- P. "Nonfunctioning wind turbine" means a wind turbine or component that is not able to generate electricity for six continuous months
- Q. "Operating Permit" means a permit that must be issued after the project is substantially complete, according to approval by the County's designee, to produce and sell wind generated power.
- R. "Operator" means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors.
- S. "Owner" means the entity or entities with an equity interest in the WECS(s), including their respective successors and assignees or an entity that becomes an owner through foreclosure. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date.
- T. "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. The term "primary structure" includes structures such as residences, commercial buildings, hospitals, churches, day care facilities, schools, and agricultural buildings/structures.
- U. "Rotor Diameter" means the diameter of the circle created by rotating turbine blade tips.
- V. "Set-Back" means the minimum distance from a property line, margins of any public road or high water mark of any lake available for public use, stream banks and drainage ditches from which the WECS tower and/or substation is located. The setback set forth herein shall be measured from the exterior of the foundation of the WECS tower.
- W. "Shadow Flicker" means the phenomenon that occurs when rotating wind turbine blades cast moving shadows upon stationary objects.
- X. "WECS (Wind Energy Conversion System) CONSTRUCTION Permit" means the formal approval of the application by the County Board or its designee.
- Y. "Substation" means the apparatus that connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.
- Z. "Wind Energy Conversion System" ("WECS") means all necessary devices that together convert wind energy into electricity, including the rotor, blades, nacelle, generator, WECS Tower, electrical components, WECS foundation, oils, fluids, transformer, and electrical cabling from the WECS Tower to the Substations.
- AA. "WECS Project" means the collection of WECS and Substations as specified in the structural improvement application.
- BB. "WECS Tower" means the support structure to which the nacelle and rotor are attached
- CC. All other words have the meanings attributed to them in Public Act 102-1123

III. APPLICABILITY

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

IV. PROHIBITION

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

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

V. PERMITTING AND HEARINGS

The County Board or their authorized agent shall not approve any permit until a public hearing is held. A public hearing shall be concluded within **60** days of when a properly submitted and completed application is accepted by the County. Notice of the hearing shall be published by the Montgomery County Clerk's Office on the Montgomery County website as well as in a newspaper of general circulation in Montgomery County at least once a week for two (2) successive calendar weeks prior to the hearing. The initial notice shall be published the first time not less than ten (10) days or more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the day of publication is not to be included, but the day of the hearing shall be included. A WECS project or any WECS project component development in the un-incorporated areas of Montgomery County shall be required to obtain permits and provide fees as applicable to Montgomery County. The County Board or its authorized agent may request final site inspection(s) before the operating permit is issued. An emergency contact name and phone number must be posted at the point of access on all WECS project developments. The County will schedule inspections with the operator at the Chairman of the County Board's discretion. The cost of such inspection will be borne by the operator. The permit holder will allow the County or its Authorized Agent access to the property within 30 days of an inspection request by the County. In the event of an emergency, the County or its Authorized Agent has the right to access the premises. The provisions of this Ordinance shall be administered and enforced by personnel of the Montgomery County Board or their Authorized Agents.

VI. WECS CONSTRUCTION PERMIT APPLICATION

- A. The Applicant must submit an application to the County Development & Personnel Committee for review and recommendation to County Board. Approval or Denial of application will be made by the full County Board. A request for siting approval for a WECS, or modification of an approved WECS, shall be approved if the request follows the standards and condition imposed within the law and the conditions imposed under state and federal statutes and regulations.
- B. The Application shall contain or be accompanied by the following information:
 - a. A WECS Project summary, including, to the extent available: (1) a general description of the project; the potential equipment manufacturers, types of WECS(s), number of WECS(s), and name plate generating capacity of each WECS; the maximum height of the WECS Towers and maximum diameter of the WECS(s) rotors; the general location of the project; and (2) a description of the Applicant, Owner and Operator, including their respective business structure;
 - b. The names, addresses, and phone numbers of the applicant(s), owner(s) and operator(s), and all property owners who have signed a lease agreement; and information as to whether the petitioner or applicant is acting for himself or herself or as an agent, alter ego, or representative of a principal and the name and address of the principal; whether the petitioner or applicant is a corporation and of all stockholders or shareholders owning any interest in excess of 20 percent of all of the outstanding stock or shares of the corporation; whether the petitioner or applicant, or his or her principal, is a business or entity doing business under an assumed name, and if so, the name and residence of all actual owners of the business or entity; whether petitioner or applicant, or his or her principal, is a partnership, joint venture, syndicate, or an unincorporated voluntary association, and if so, the names and addresses of all partners or member of the partnership, joint venture, syndicate, or unincorporated voluntary association.
 - c. A site plan for the installation of WECS(s) showing the planned location of each WECS tower, guy lines and anchor bases, primary structures, property lines (including identification of adjoining properties), setback lines, public and private access roads and turnout locations, substations, electrical cabling from the WECS tower to the substations, ancillary equipment, third party transmission lines, any above or below ground transmission lines related to the project, operations and maintenance building(s), layout of all structures within the geographical boundaries of any applicable setback, and the location of any construction staging areas including concrete batch plants. The size and locations of any road(s), lake(s), pond(s), or streams touching on said parcel or parcels of land shall be included.
 - d. Individual inventory designations for each separate WECS and Substation for reference in WECS Construction Permits;
 - e. All required studies, reports, certifications, waivers and approvals demonstrating compliance with the provisions of this Ordinance.
 - f. An Ecological Compliance Assessment Tool (EcoCAT) compliance.
 - g. A decommissioning plan.
 - h. Any other information normally required by the County as part of its Siting Ordinance.
 - i. Sufficient documentation that the applicant, owner, company and parent company/companies have the capability to complete the WECS project as proposed.

- j. Financial Assurance in the form of an irrevocable letter of credit to assure the construction, installation and completion of the project or improvements. Such Financial Assurance (Irrevocable Letter of Credit) shall be provided by the Applicant prior to approval to the full County Board and shall be in such amount as is determined to be 110% of the estimated WECS Project cost.
- C. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$5,000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$125,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- D. If the application is determined by County staff, the County Economic Development Committee, or the County Board not to be complete in all pertinent aspects of the section of the Montgomery County Ordinance, the application shall be rejected and a new application will need to be filed.
- E. The Application shall comply with the standards established by this Ordinance.
- F. All copies of the proposed project Construction documents (plans and project manual) must be submitted, signed and sealed by a professional engineer licensed in the State of Illinois.
- G. The Applicant shall promptly notify the County Board of any changes to the information provided in their WECS project plans/application that occur while the application is pending. The Applicant shall not be allowed to materially change the application after the hearing process has started. Whether a change is a material change or not shall be determined by the County Board Coordinating Committee.
- H. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are to be submitted to the County Coordinating Office.
- I. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a WECS Construction Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
- J. Following application approval, the Applicant is eligible to apply for WECS Construction Permit.
- K. Actual on site construction must commence within one year of application approval by the County Board; if not completed or otherwise, permits will no longer be valid, unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. (See Article XI, Paragraph C).
- L. The Montgomery County Assessor's Office shall maintain a record of all Wind Energy Conversion Systems (WECS) Construction Permits and copies shall be furnished upon request to any interested person.
- M. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
- N. The failure to obtain the required WECS Construction Permit shall be a Violation of this Ordinance. Further, WECS Construction permits shall be issued on the basis of applications approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.

VII. DESIGN AND INSTALLATION

A. Design Safety Certification:

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

B. Controls and Brakes

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

C. Electrical Components

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

D. Color

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

E. Compliance with the Federal Aviation Administration

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

F. Warnings

- a. A reasonably visible warning sign concerning voltage must be placed at the base of all pad mounted transformers and Substations.
- b. An emergency sign listing the 911 address which conforms to the specifications of the County Ordinance for size, color, and reflectivity shall be placed and maintained by the owner/operator at the entrance to each WECS access road from a public road. A sign or posting no more than four (4) square feet in area shall be placed and maintained in conjunction with, but in a subordinate position of, that same emergency sign and shall provide the tower number(s) and a toll-free telephone

number, answered by a live operator twenty-four hours a day seven days per week, for emergency calls and informational inquiries. A non-emergency phone number for the operator shall also be displayed. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments and complaints logged and reported to the Montgomery County Coordinator on a monthly basis. The recorded calls shall be maintained for at least 12 months. Current phone numbers shall be maintained. Local Agency response shall be reimbursed by the project owner(s).

- c. Upon completion of the construction of an approved WECS project, a reasonable visible sign to warn people to not approach a turbine while operating must be placed at the entrance of each access road,
- d. Warning signs identifying underground wire locations shall be placed at all road crossings, creek, waterway, and ditch crossings, and at the base of WECS Towers. All underground wire locations shall be GPS mapped and given to the L.A.
- e. The signs in subparagraphs above shall be made with letters and numbers at least three inches in height.

G. Climb Prevention

- a. All WECS Towers must be unclimbable by design or protected by anti-climbing devices such as:
 - i. Fences with locking portals at least eight feet high; or
 - ii. Anti-climbing devices 12 feet vertically from the base of the WECS Tower.
- b. The fencing/gates shall be maintained in serviceable condition. Failure to maintain the fencing/gating required hereunder shall constitute a violation of this Ordinance.
- c. All gates to the fences of all WECS(s) towers, equipment, and any components shall be equipped with locks and shall remain locked at all times except for those times when the owner and/or operator or their respective agents is/are using the gate for ingress and/or egress or is/are otherwise present and monitoring the Wind Energy Conversion System and its equipment/components.

H. Manufacturer recommendations supersede the above requirements.

I. Lighting

- a. A lighting plan for each WECS and WECS Substation shall be approved by the designated engineer. The WECS Project shall utilize minimal lighting. No tower lighting other than normal security lighting shall be permitted except as may be required by the FAA. Such plan must describe all lighting that will be used, including any lighting that may be required by the FAA. Such a plan shall include but is not limited to the planned number and location of lights, light color and where any lights will be flashing. Strobe lights are discouraged; and if they are required by the FAA, they must be shielded from the ground. The lighting should be planned and developed in such a way as to minimize the visual impact of the structures. A consideration of synchronized lighting shall also be part of any lighting plan. This WECS substation lighting plan shall include plans as to how glare from these lights is being controlled.

J. Minimum Rotor or Wind Vane Clearance

- a. The lowest point of the arc created by rotating wind vanes or blades on a wind turbine generator shall be no less than 20 feet measured from the highest point of the terrain within one blade radius from the base of the tower.

VIII. OPERATION

- A. An operating permit shall be obtained from the county prior to start of operation of the WECS.
- B. Maintenance
 - a. The Owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests. It is understood that nothing in this Section VIII (B)(a) shall be construed so as to require any Owner or Operator of the WECS to violate any non-disclosure or confidentiality covenant that the Owner or Operator may have with (i) its equipment supplier(s), (ii) the purchasers of electricity and/or environmental attributes from the WECS, or (iii) any debt or equity financier of the WECS
 - b. To the extent that, under Section VIII (A) of this Ordinance, any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components so that such modification requires re-certification from the original third party certifying entity of the WECS (i.e. DNV, GL, UL, etc.), then the Owner or Operator of the WECS shall obtain such re-certification certificates. Like-kind replacements shall not require re-certification. Prior to making any physical modification (other than a likekind replacement), the owner or operator shall confer with a relevant third-party certifying entity in accordance with this Ordinance to determine whether the physical modification requires re-certification.
 - c. Any replacement of equipment that is not a like-kind replacement shall require an amendment to the WECS Construction Permit.
 - d. The County Coordinating Office shall be advised in writing within ninety (90) days by the Wind Energy Conversion System (WECS) operator or property owners (whichever entity/party holds the development and building permits) in the event the project is sold or otherwise transferred to another entity/party and/or the current operator/owner abandons the project.
- C. Interference
 - a. The Applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary and site plan (or various project summaries and site plans if the Applicant should seek approval of differently sized projects and/or projects constructed with differing wind turbine generators) to the extent that the above provider(s) demonstrate a likelihood of interference with its communications resulting from the WECS(s) and the United States Federal Communication Commission ("FCC") agrees with such demonstrated interference, then the Applicant shall take all measures prescribed by the FCC to mitigate or eliminate such anticipated interference in compliance with then-existing, FCC-promulgated regulations. If, after construction of the WECS, the Owner or Operator receives a written complaint from the FCC related to the above-mentioned, or any other type of interference with the regulated airwaves, the Owner or Operator shall take all steps required by the FCC to mitigate or eliminate such complaint. All interference issues must first be taken to the Owner or Operator for consideration before going to the FCC.
 - b. Prior to construction of the WECS, the owner or operator shall conduct a study related to interference with local broadcast residential television and wireless internet services; if it is demonstrated a likelihood of interference may result from the WECS, then the applicant shall take measures to mitigate such anticipated interference.

- c. If, after construction of the WECS, the Owner or Operator receives a written complaint related to interference with local broadcast residential television, wireless internet services, or any other regulated airwave, the Owner or Operator shall take all steps required by the FCC to respond to the complaint, such as providing alternate service to each individual resident or property owner affected until such a time that alternate equivalent quality and cost for service is available to owner.
- D. Coordination with Montgomery County Emergency Management Agency
- a. The Applicant, Owner or Operator shall submit to the local EMA a copy of the site plan. In addition to the site plan, a plan pertaining to the planning, response, recovery, and mitigation of any natural or manmade hazard that may affect the WECS development must be negotiated.
 - b. Upon request by the local fire department or EMA, the Owner or Operator shall cooperate with the local fire departments/EMA to develop an emergency response plan. In addition, at no cost to the local fire departments, the Owner or Operator shall provide to the local fire departments/EMA any and all specialized and necessary rescue or retrieve equipment occasioned by the use of the particular wind turbine generators being used at the project (I.e. gurney, body harnesses, etc.) In addition, the Owner or Operator shall have the responsibility to update--at no cost to the local fire departments/EMA--any such equipment in possession of the local fire departments/EMA as any updates are received by the Owner or Operator in the normal course of business.
 - c. Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.
- E. Materials Handling, Storage, and Disposal
- a. All solid and liquid wastes related to the construction, operation, and maintenance of the WECS shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.
 - b. A list of all hazardous solids and/or liquids that may be used on site shall be provided. All hazardous materials both liquid and solid related to the construction, operation and maintenance of the WECS shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.
 - c. Hazmat Directors shall be notified of the handling, storage, transportation, and disposal of any and all hazardous materials.

IX. SET BACK PROHIBITIONS AND REQUIREMENTS

<u>A. Setback Description</u>	<u>Setback Distance</u>
Occupied Community	2.1 times the maximum blade tip Buildings height of the wind tower to the nearest point on the outside wall of the structure
Participating Residences	1.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Nonparticipating Residences	2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Boundary Lines of Participating Properties	None
Boundary Lines of Nonparticipating Properties	1.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property
Public Road Rights-of-Way	1.1 times the maximum blade tip height of the wind tower to the center point of the public road right-of-way
Overhead Communication and Electronic Transmission and Distribution Facilities (not including Overhead Utility Service Lines to individual houses or outbuildings)	1.1 times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right of way containing the overhead line.
Overhead Utility Service Lines to Individual Houses or Outbuildings	None
Fish and Wildlife Areas	2.1 times the maximum blade and Illinois Nature tip height of the wind tower Preserve Commission to the nearest point on the Protected Lands property line of the fish and wildlife area or protected land
B. A wind tower of a commercial wind energy facility to be sited so that industry standard computer modeling indicates that any occupied community building or nonparticipating residence will not experience more than 30 hours per year of shadow flicker under planned operating conditions;	

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

X. LIABILITY INSURANCE

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

XI. FEE SCHEDULE

- A. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$5,000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of **\$125,000**. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- B. The Operating Permit Fee for WECS shall be \$5,000.00.
- C. If actual onsite construction has not started within **five years** of the approved application, the permits are no longer valid and all fees are forfeited, unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. Prior to processing any application for an extension, the Applicant must submit a certified check to the county for the non-refundable extension fee equal to \$250 per megawatt (MW) of siting approved nameplate capacity.

XII. PUBLIC NUISANCE DEFAULTS AND REMEDIES

- A. Any WECS declared to be unsafe by the Montgomery County Board or its designee by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, damage, or abandonment is hereby declared a Public Nuisance and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures set forth in this ordinance.
- B. The Applicant's, Owner's, or Operator's failure to materially comply with any of the above provisions shall constitute a default under this Ordinance.
- C. Prior to implementation of the existing County procedures for the resolution of such default(s), the appropriate County body shall first provide written notice to the Owner and Operator, setting forth the alleged default(s). Such written notice shall provide the Owner and Operator a reasonable time period, not to exceed 60 days, for good faith negotiations to resolve the alleged default(s).
- D. If the County determines that the parties cannot resolve the alleged defaults within the good faith negotiation period, the County shall make application to the Circuit Court for an injunction requiring conformance with this Ordinance or make such other order as the court deems necessary to secure compliance with the Ordinance.
- E. Any violation of this Ordinance shall be an offense punishable by a fine. Each violation shall be a separate offense. Each day a violation occurs or continues shall be a separate offense. A court may set any appropriate per day fine for each day the infraction exists or until such infraction is remedied. It is the goal of this Ordinance to promote structural safety to protect the public. The Court has the authority to set any appropriate fines and will consider the nature of the offense, the degree of public safety involved, and the efforts of the County and responsible owner or applicant to quickly and safely resolve any and all infractions, It is the intent that any dispute between the parties be resolved promptly and where possible by informal discussions as outlined elsewhere in this ordinance.
- F. The County reserves the right to hire outside Counsel to enforce this Ordinance. The Owner/Operator is liable for payment of reasonable Attorney's fees in this regard.

G. Nothing herein shall prevent the County from taking such other lawful action to prevent or remedy violations. All costs connected therewith shall accrue to the Applicant, Owner, or Operator responsible for the Project.

XIII. SEVERANCE

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

XIV. DECOMMISSIONING

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

XV. LEGAL PROVISION

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

NOW, THEREFORE BE IT ORDAINED that the Montgomery County Board hereby adopts said Wind Farm Ordinance.

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

Passed and Adopted, this 10th day of March, A.D. 2026, by the County Board of Montgomery County.

Doug Donaldson, Chairman

Attest: _____
Sandy Leitheiser, County Clerk

MONTGOMERY COUNTY
PETITION / APPLICATION / REQUEST PROCESS
for a WECS Permit

APPENDIX A: WECS Application (Montgomery County Board Admin, 8-12 weeks)

1. Applicant completes and submits (APPENDIX A) application with supporting docs and fees.
2. County Board Administration accepts the application as “Properly Filed.”
3. County Board Administration schedules public hearing within 60 days of accepting application.
 - a. County Board Admin notifies applicant, schedules public notices, publishes on website.
 - b. Applicant notifies required property owners.
4. County Board Administration forwards application to independent engineer for review.
 - a. Engineer Review to focus on Environmental and Safety Concerns – NEPA process
 - b. EcoCat submittal – Cultural/Biological Clearances
 - c. Wetlands Mapper Clearance
 - d. Parcel Identification –Location to be provided to determine offset concerns/impacts to adjacent property owners
 - e. Identify Topographical concerns – Drainage, Streams, Clearing, Access points (Sight Distance Concerns)
 - f. Road Use Agreements – (County or Township)
 - g. Decommission Bonding Agreements
5. County Board Development & Personnel Committee conducts Public Hearing.
 - a. County Board Admin schedules verbatim recording.
6. County Board Development & Personnel Committee makes recommendation to County Board.
 - a. Recommendation may include Findings of Fact and Permit Conditions.
7. County Board makes decision within 30 days of Public Hearing conclusion.

APPENDIX B: Construction/Improvement Permit (Supervisor of Assessments, 6-8 weeks)

1. Applicant completes WECS Site survey per statute 35 ILCS 200/10-740.
2. Engineer Review of Construction Documents
 - a. Adherence to the Solar Ordinance
 - b. Sealed licensed Documents by an Illinois PE
 - c. Approval – Recommendation of review to County Board
3. County GIS Department completes parcel split and assigns new parcel numbers.
 - a. Applicant is responsible for Plat Act Fee
4. Applicant records new lease with updated parcel number, site address, legal description and completed, signed Plat Act Affidavit with County Recorder.
5. Applicant files Structural Improvement Permit (APPENDIX B) with Supervisor of Assessments.
6. Supervisor of Assessments mails approved permit to applicant.

APPENDIX C: Operating Permit (Supervisor of Assessments, 2-4 weeks)

1. Applicant completes application (APPENDIX C) and submits to Supervisor of Assessments.
2. County Independent Engineer reviews site operation with inspections to ensure adherence to approved construction documents.
3. Supervisor of Assessments issues Operating Permit.
4. Applicant displays Operating Permit on site.

APPENDIX A

MONTGOMERY COUNTY PETITION / APPLICATION / REQUEST For a Wind Energy Conversion System (WECS) Construction Permit

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

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

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

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

Notice of the Public Hearing

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

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

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

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

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

The Montgomery County Board shall make a decision within 30 days of the Public Hearing.

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

SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:

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

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

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

Date accepted by County Board as properly filed: _____

Filing fee/application fee: _____ Date paid: _____ Check # _____

Date County acceptance letter is sent to Petitioner: _____

Date of required Public Hearing Notice sent to Petitioner: _____

Date(s) published and where published: _____

Date notices sent: _____ Public hearing date: _____

County Board determination: _____

APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):

Applicant/Petitioner information: _____

Company Name: _____

Contact Name and Title: _____

Phone number: _____

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

_____ Zip: _____

Property Owner Name(s): _____

Phone number: _____

Mailing address: _____ Zip: _____

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

Name: _____ Phone: _____

Address: _____ Zip: _____

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

Name: _____ Phone: _____

Address: _____ Zip: _____

PROPERTY INFORMATION:

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

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

2. Legal Description and Acreage:

3. Area and Dimensions of the Site for the Proposed Structure(s) or Uses:

4. Present Use of Property:

5. Present Land usage:

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

7. Height, Setbacks, and Property Lines of the Proposed Uses and/or Structure(s):

8. Location and Number of Proposed Parking/Loading Spaces by Type of Vehicles, to Include Weight Classifications and Size of Access Drives/Ways:

9. Existing and Proposed Screening, Lighting (including intensity) Landscaping, Erosion Control, and Drainage Features on the Site, Including the Parking Areas:

10. Disclosure of Any Potential Environmental Issues, and Methods for Dealing with Them:

11. Disclosure of Any Activities Requiring Outside Agency Permits, and the Names, Addresses, and Phone Numbers of the Agency Points of Contact, and How Those Requirements are Being Met:

12. Indicate the Suitability of the Property in Question for Construction:

13. Adjacent Land Use:

A. North: _____

B. South: _____

C. East: _____

D. West: _____

14. Should this Use be Valid Only for a Specific Time Period? Yes _____ No _____

If Yes, what length of time? _____

15. Does the Proposed Permit Meet the Following Standards? Yes _____ No _____

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

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

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

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

ATTACHMENTS REQUIRED:

1. At the time the application is filed, an application fee is to be paid by the applicant via certified check.
2. For entities governed by governing boards, a copy of the Board Resolution or Board Meeting Minutes authorizing the governing board's approval to carry out the requested project and to authorize the submission to Montgomery County by a designated entity officer of the required specific requests / applications / petitions is required to be submitted.
3. An area map and site plan from a certified Illinois licensed Engineer.
4. List of the names, current property tax addresses and property tax PIN numbers of property owners located within five hundred feet (500') of the property.
5. A Decommissioning Plan as required by the ordinance (see section XIV.)

CERTIFICATION OF A WECS PERMIT PETITION / APPLICATION / REQUEST:

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

Applicant's Printed/Typed Name: _____

Signature: _____ Date: _____

Property Owner's Printed/Typed Name: _____

Signature: _____ Date: _____

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

Signature: _____ Date: _____

STATEMENT OF CONFORMANCE:

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

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

Applicant's Printed/Typed Name: _____

Signature: _____ Date: _____

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

Signature: _____ Date: _____

NOTE: It is the responsibility of the Applicant to notify the Montgomery County Coordinating Office at each stage of work completed once the Permit is issued. Call 217-532-9577 or 217-532-9588 or email cbadmins@montgomerycountyil.gov

Notification of Building Construction/Improvement and New 911 Address Assignment - Montgomery County, Illinois

All persons shall be required to provide notice of building construction/improvements to real property in Montgomery County. The term "Building construction/improvements" includes but is not limited to all houses, garages, barns, sheds, storage units, of any kind, commercial buildings, etc. Failure to file a Notification of Building Construction/Improvement prior to construction shall constitute an offense punishable by fine up to \$500.00 each day in which work proceeds and each day following completion of the structure shall constitute a separate offense.

Check One:

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

Property No.: _____ Notification No.: _____

Name of Property Owner: _____

Current Address: _____

City: _____ State: _____ Zip: _____

Road Name Driveway: _____

Phone No.: _____ Alternate No.: _____

Type of Construction: Commercial ___ Home ___ Out Building ___ Other: _____

Estimated Start Date: _____

Cost Estimate: _____

Size _____ Bathroom _____ Basement _____

Central Air _____ Garage _____ Porches _____

Legal Description	
Township Name: _____	Sec: _____ Twp: _____ Range: _____
Legal Description: _____	
Lot/Land Size: _____	
Tax Group Code No: _____	

Your legal description can be obtained from your Township or Multi Township Assessor or the Supervisor of Assessments office.

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

Return completed worksheet to: Supervisor of Assessments
1 Courthouse Square Room 201
Hillsboro, IL 62049
Email: assessor@montgomeryco.com Phone: 217-532-9595

APPENDIX C

MONTGOMERY COUNTY WECS OPERATING PERMIT

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

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

Date: _____ Approved Disapproved

Operating Permit Number _____

Signature: _____ Title: _____

DO NOT WRITE ABOVE THIS LINE

Property Information:

Address: _____ City: _____ State: IL Zip: _____

Legal Description:

Company Name:

Project Name:

Contact Name and Title:

Mailing Address: _____

Phone Number: _____ Email: _____

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

Mailing Address: _____

Phone Number: _____ Email: _____

Conditions of Permit:

In applying for and obtaining a WECS Operating Permit from Montgomery County, the Applicant agrees to comply with the laws, rules and regulations set forth by the State of Illinois and the Montgomery County WECS Installations Ordinance. The permit is subject to revocation for failure to comply with laws, rules, regulations and fines.

MONTGOMERY COUNTY

Ordinance for Solar Energy Farm and Solar Garden

Installations in Unincorporated Montgomery County, Illinois

Adopted by: Montgomery County

April 10, 2018

First Revision: March 12, 1919

Second Revision: June 13, 2023

Third Revision: February 13, 2024

Fourth Revision: July 9, 2024

Fifth Revision: August 13, 2024

Sixth Revision: October 14, 2025

Seventh Revision: March 10, 2026

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

Amended 3/10/26

ORDINANCE NO. _____

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

A. SCOPE

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

B. PURPOSE

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

C. DEFINITIONS

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

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

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

D. PERMITTING

1. No Solar Farm or Solar Garden subject to this Ordinance shall be erected, built, or constructed without a Solar Farm or Solar Garden Development Permit having been issued by the Montgomery County Board. A request for siting approval for a commercial solar energy facility, or modification of an approved siting, shall be approved if the request follows the standards and condition imposed within the law and the conditions imposed under state and federal statutes and regulations.
2. Prior to processing any Application for a Solar Farm or Solar Garden, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$5,000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$125,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County.
3. The County Board shall not approve any permit until a public hearing is concluded within 60 days of the application. Notice of the hearing shall be published, by the Montgomery County Clerk's Office, in a newspaper of general circulation in Montgomery County at least once a week for two (2) successive calendar weeks prior to the hearing. The initial notice shall be published the first time not less than ten (10) days or more than twenty-five (25) days before the date fixed for the hearing. In computing such period, the date of publication is not to be included, but the day of the hearing shall be included.
4. A Solar Farm or Solar Garden development in the un-incorporated areas of Montgomery County shall be required to obtain permits and provides fees as applicable to Montgomery County.

5. The County Board may provide for a final site inspection before the facility is authorized to become operational.
6. An emergency contact name and phone number must be posted at the point of access on all solar developments.
7. The permit holder will allow the County, or its Authorized Agent, access to the property within 30 days of an inspection request by the County. In the event of an emergency, the County, or its Authorized Agent, has the right to access the premises.
8. The County will schedule yearly inspections with the developer. The County Board Chair, or Authorized Agent, will perform the inspection at no cost to the developer.
9. The provisions of this Ordinance shall be administered and enforced by personnel of the Montgomery County Board or their authorized agents.
10. Application(s) for Solar Farm or Solar Garden Development Permits shall be accompanied by:
 - a. plans for the Solar Farm or Solar Garden in duplicate drawn to scale,
 - i. showing the actual dimensions and shape of the parcel or parcels of land upon which the Solar Farm or Solar Garden is to be erected, built or constructed,
 - ii. the size and locations of any road(s), lake(s), pond(s), or streams touching on said parcel or parcels of land,
 - iii. the location and dimensions of the proposed Solar Farm or Solar Garden,
 - iv. the fencing and gates required to be around the exterior perimeter of the same,
 - v. the storm water pollution and prevention plan,
 - vi. the decommissioning plan,
 - b. An Ecological Compliance Assessment Tool (EcoCAT) Sign off.
11. Application shall comply with the standards established by this Ordinance.
12. All copies of the plan must be submitted, signed and sealed by a professional engineer, licensed in the State of Illinois.
13. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are to be submitted to the County Coordinating Office.
14. The Montgomery County Assessor's Office shall maintain a record of all Solar Farm or Solar Garden Development Permits and copies shall be furnished upon request to any interested person.
15. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a Solar Farm or Solar Garden Development Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
16. The failure to obtain any required Solar Farm or Solar Garden Development Permit shall be a Violation of this Ordinance. Further, Solar Farm or Solar Garden Development Permits shall be issued on the basis of applications approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.
17. If actual onsite construction has not started within **five years** of the approved application, the permits are no longer valid and all fees are forfeited, unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. Prior to processing any application for an extension, the Applicant must submit a certified check to the county for the non-refundable extension fee equal to \$250 per megawatt (MW) of siting approved nameplate capacity.

E. COMPLIANCE

1. Approved Solar Components: Electric solar energy system components must have a UL listing or approved equivalent and solar hot water systems must have an SRCC rating.
2. Compliance with Building Code: All active solar energy systems shall meet approval of county building code officials, consistent with the International Building Code; and solar thermal systems shall comply with HV AC-related requirements of the Energy Code. Any county building codes in existence at the time of application will apply and take precedence where applicable.
3. Compliance with State Electric Code: All photovoltaic systems shall comply with the National Electric Code.
4. Compliance with State Plumbing Code: Solar thermal systems shall comply with applicable Illinois State Plumbing Code requirements.
5. Compliance with State Energy Code: All photovoltaic systems and Solar thermal systems shall comply with the Illinois State Energy Code.
6. Compliance with State Drainage Laws: All Solar Energy Systems shall comply with applicable State Drainage Laws.
7. Utility Notification: All grid-intertie solar energy systems shall comply with the interconnection requirements of the electric utility. Off-grid systems are exempt from this requirement.
8. Agricultural Protection: Solar Farms must comply with the Agricultural Impact Mitigation Act (AIMA) statute (505 ILCS 147).
9. Endangered Species and Wetlands: Solar Farm developer(s) shall be required to initiate a natural resource review consultation with the IDNR (Illinois Department of Natural Resources) through the department's online, EcoCAT (Ecological Compliance Assessment Tool) program. Areas reviewed through this process will be reviewed for endangered species and wetlands. The cost of the EcoCAT consultation will be borne by the developer(s)
10. Storm water and NPDES (National Pollutant Discharge Elimination System): Solar farms are subject to the State of Illinois Storm Water Management regulations, erosion and sediment control provisions if adopted and NPDES permit requirements

F. PRINCIPLE USES

1. Solar Gardens: Montgomery County permits the development of unincorporated county Solar Gardens, subject to the following standards and requirements:
 - a. Gardens Permitted. Community systems are permitted in all unincorporated districts where buildings are permitted.
 - b. Ground-Mount Gardens Special Use. Ground-mount community solar energy systems must be less than five (5) acres in total size. Ground-mount solar developments covering more than five (5) acres shall be considered solar farms.
 - c. Interconnection. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
 - d. Dimensional Standards:
 - i. All Solar Garden related structures in newly platted subdivisions must comply with setback, height, and coverage limitations for the subdivision in which the system is located. The setback from property lines will be ten (10) feet minimum unless otherwise specified in the subdivision ordinance.
 - ii. All Solar Garden related structures in existing platted subdivisions must comply with setback, height, and coverage limitations for the district in which the system is located.

- e. Aviation Protection. For Solar Gardens located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.
 - f. Glare: All solar energy systems shall minimize glare from affecting adjacent or nearby properties. Measures to minimize glare include selective placement of the system, screening on the north side of the solar array, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit glare.
 - g. Other Standards. Ground-mount systems must comply with all required standards for structures in which the system is located. All Solar Gardens shall also be in compliance with all applicable local, state and federal regulatory codes, including the International Building Code, as amended; and the National Electric Code, as amended. Health Department requirements for wells and septic systems must be met.
2. Solar Farms: Ground-mount solar energy, designed for providing energy to off-site uses or export to the wholesale market, are permitted under the following standards:
- a. Ground Cover and Buffer Areas. Ground-mount systems shall be maintained. Top soils shall not be removed during development, unless part of a remediation effort. Soils shall be planted to and maintained in perennial vegetation to prevent erosion, manage run off and build soil, subject to the Illinois Noxious Weed Law (505 ILCS 100). Due to potential county liability under the Illinois Endangered Species Protection Act (520 ILCS IO/II(b)) it is required that any crops planted be in compliance with all federal and state laws protecting endangered species. This will also include pollinators such as bees. Foundations, gravel or compacted soils are considered impervious. Ground-mount systems shall be exempt from impervious surface calculations if the soil under the collector is not compacted and maintained in vegetation, including any access or service roads. A managed vegetative buffer shall be present and maintained at all times **between the solar facility and a nonparticipating residence and outside** of the fencing and gate(s) which are required around the perimeter of all Solar Farm(s) and the setback area.
 - b. Foundations. A qualified engineer shall certify that the foundation and design of the solar panels racking and support is within accepted professional standards, given local soil and climate conditions.
 - c. Other Standards and Codes. All solar farms shall be in compliance with all applicable local, state and federal regulatory codes, including the International Building Code, as amended; and the National Electric Code, as amended.
 - d. Power and Communication Lines. Power and communication lines running between banks of solar panels and to nearby electric substations or interconnections with buildings shall be buried underground according to the National Electric Code. Exemptions may be granted by Montgomery County in instances where shallow bedrock, water courses, or other elements of the natural landscape interfere with the ability to bury lines, or distance makes undergrounding infeasible, at the discretion of the County Board or designated representative.
 - e. Site Plan Required. A detailed site plan for both existing and proposed conditions must be submitted, showing location of all solar arrays, other structures, property lines, rights-of-way, service roads, floodplains, wetlands and other protected natural resources, topography, electric equipment, and all other characteristics requested by Montgomery County.

- f. Setbacks. Projects including multiple, adjoining properties as part of the project plan, need not adhere to this setback at point of connection between the adjoining properties. Solar panels will be kept at least one hundred and fifty (150') feet from a residence. Owners may sign a waiver stating they have agreed to allow the land owner and developer to set closer setbacks than this section. This waiver must specifically state terms of the agreement and the County must receive a certified copy from the residence owner.
- i. Every Solar Farm shall be setback at least fifty (50') feet from all property lines of the parcel land upon which the Solar Farm is located or to be located.
 - ii. Every Solar Farm shall be setback at least fifty (50') feet from the right-of-way of any public road.
 - iii. Every Solar Farm shall be setback at least one hundred and fifty (150') from the nearest point of the outside wall of any occupied community building or dwelling
 - iv. All setbacks set forth herein shall be measured from the exterior of the fencing and gates which are required around the perimeter of all Solar Farms.
- g. Aviation Protection. For solar farms located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths, consistent with the Interim Policy, FAA Review of Solar Energy Projects on Federally Obligated Airports, or most recent version adopted by the FAA.
- h. Glare: All solar energy systems shall minimize glare from affecting adjacent or nearby properties. Measures to minimize glare include selective placement of the system, screening on the north side of the solar array, modifying the orientation of the system, reducing use of the reflector system, or other remedies that limit glare.
- i. Safety Fencing.
- i. All Solar Farms shall be fenced around the exterior of the Solar Farm with a fence at least six (6') feet in height but less than twenty-five (25') feet.
 - ii. All fencing shall be constructed so as to substantially lessen the likelihood of entry into a Solar Farm by unauthorized individuals.
 - iii. The fencing shall be maintained in serviceable condition. Failure to maintain the fencing required hereunder shall constitute a violation of this ordinance.
 - iv. The fencing requirements specified hereunder shall continue notwithstanding the fact that a Solar Farm is no longer operational and/or falls into disuse unless and until the solar farm is properly decommissioned.
- j. Gates and Locks.
- i. All gates to the fences of all Solar Farms shall be at least six (6') feet in height.
 - ii. All gates to the fences of all Solar Farms shall be equipped with locks and shall be remained locked at all times except for those times when the owner and/or operator, or their respective agents is/are using the gate for ingress and/or egress or is/are otherwise present and monitoring the Solar Farm.
 - iii. All gates to the fences of all Solar Farms shall be constructed so as to substantially lessen the likelihood of entry into a Solar Farm by unauthorized individuals.
 - iv. The gates required hereunder shall be maintained in serviceable condition. Failure to maintain the gates required hereunder shall constitute a violation of this ordinance.

- v. The gate and lock requirements specified hereunder shall continue notwithstanding the fact that a Solar Farm is no longer operational and/or falls into disuse unless and until such Solar Farm is properly decommissioned.

G. DECOMMISSIONING

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

H. LEGAL PROVISION

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

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

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

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

Passed and Adopted, this ____ day of _____, A.D. 2026, by the County Board of Montgomery County.

Attest: _____

Doug Donaldson, Chairman

Sandy Leitheiser, County Clerk

MONTGOMERY COUNTY
PETITION / APPLICATION / REQUEST PROCESS
for a Solar Farm or Solar Garden Permit

APPENDIX A: Solar Application (8-12 weeks)

1. Applicant completes and submits (APPENDIX A) application with supporting docs and fees.
2. County Board Administration accepts the application as “Properly Filed.”
3. County Board Administration schedules public hearing within 60 days of accepting application.
 - a. County Board Admin notifies applicant, schedules public notices, publishes on website.
 - b. Applicant notifies required property owners.
4. County Board Administration forwards application to independent engineer for review.
 - a. Engineer Review to focus on Environmental and Safety Concerns – NEPA process
 - b. EcoCat submittal – Cultural/Biological Clearances
 - c. Wetlands Mapper Clearance
 - d. Parcel Identification –Location to be provided to determine offset concerns/impacts to adjacent property owners
 - e. Identify Topographical concerns – Drainage, Streams, Clearing, Access points (Sight Distance Concerns)
 - f. Road Use Agreements – (County or Township)
 - g. Decommission Bonding Agreements
5. County Board Development & Personnel Committee conducts Public Hearing.
 - a. County Board Admin schedules verbatim recording.
6. County Board Development & Personnel Committee makes recommendation to County Board.
 - a. Recommendation may include Findings of Fact and Permit Conditions.
7. County Board makes decision within 30 days of Public Hearing conclusion.

APPENDIX B: Construction/Improvement Permit (6-8 weeks)

1. Applicant completes Solar Site survey per statute 35 ILCS 200/10-740.
2. Engineer Review of Construction Documents
 - a. Adherence to the Solar Ordinance
 - b. Sealed licensed Documents by an Illinois PE
 - c. Approval – Recommendation of review to County Board
3. County GIS Department completes parcel split and assigns new parcel numbers.
 - a. Applicant is responsible for Plat Act Fee
4. Applicant records new lease with updated parcel number, site address, legal description and completed, signed Plat Act Affidavit with County Recorder.
5. Applicant files Structural Improvement Permit (APPENDIX B) with Supervisor of Assessments.
6. Supervisor of Assessments mails approved permit to applicant.

APPENDIX C: Operating Permit (2-4 weeks)

1. Applicant completes application (APPENDIX C) and submits to County Board Admin.
2. County Independent Engineer reviews site operation with inspections to ensure adherence to approved construction documents.
3. County Board Admin issues Operating Permit.
4. Applicant displays Operating Permit on site.

APPENDIX A

MONTGOMERY COUNTY PETITION / APPLICATION / REQUEST For a Solar Farm or Solar Garden Construction Permit

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

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

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

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

Notice of the Public Hearing

The County Board shall **conclude** a Public hearing within sixty (60) days of receiving reviewed information from the independent engineer. At the hearing, any interested party may appear and testify, either in person or by duly authorized agent or attorney. Notice indicating the time, date, place, and the nature of the proposed Solar Farm or Solar Garden Construction Application, shall be given, according to Para. D3 of the Ordinance, before the hearing by:

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

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

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

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

The Montgomery County Board shall make a decision within 30 days of the Public Hearing.

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

SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:

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

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

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

Date accepted by County Board as properly filed: _____

Filing fee: _____ Date paid: _____ Check number: _____

Date(s) published and where published:

Date notices sent: _____ Public hearing date: _____

County Board determination: _____

APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):

Applicant/Petitioner information: _____

Company Name: _____

Contact Name and Title: _____

Phone number: _____

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

_____ Zip: _____

Property Owner Name(s): _____

Phone number: _____

Mailing address: _____ Zip: _____

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

Name: _____ Phone: _____

Address: _____ Zip: _____

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

Name: _____ Phone: _____

Address: _____ Zip: _____

PROPERTY INFORMATION:

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

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

- 2. Legal Description and Acreage: _____

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

4. Present Use of property:

5. Present Land Classification:

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

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

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

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

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

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

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

13. Adjacent Land Use:

A. North: _____

B. South: _____

C. East: _____

D. West: _____

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

If Yes, what length of time? _____

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

A. Will the proposed design, location and manner of operation of the proposed Solar Garden or Solar Farm adequately protect the public health, safety and welfare, and the physical environment? _____

B. Will the proposed Solar Garden or Solar Farm have a negative impact on the value of neighboring property?

C. Will the proposed Solar Garden or Solar Farm have a negative impact on public utilities and on traffic circulation?

D. Will the proposed Solar Garden or Solar Farm have an impact on the facilities near the proposed Solar Garden or Solar Farm, such as schools or hospitals or airports that require special protection?

ATTACHMENTS REQUIRED:

1. At the time the application is filed, a non-refundable fee is to be paid by the applicant. The application fee \$5,000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$125,000.
2. For entities governed by governing boards, a copy of the Board Resolution or Board Meeting Minutes authorizing the governing board's approval to carry out the requested project and to authorize the submission to Montgomery County by a designated entity officer of the required specific requests / applications / petitions is required to be submitted.
3. An area map and site plan from a certified Illinois licensed Engineer.
4. List of the names, current property tax addresses and property tax PIN numbers of property owners located within two-hundred feet and fifty (250') of the property.
5. A Decommissioning plan including:
 - A. Process details and cost estimate of decommission.
 - B. Anticipated life expectancy of the Solar Farm.
 - C. Method of insuring funds will be available for decommissioning and restoration of the project site to its original, natural condition prior to the solar farm construction.
 1. This includes a proposed schedule of payments to be deposited into an escrow account, on a minimum of a yearly basis, held by Montgomery County as assurance for available decommissioning funds.
 - D. The cost estimate of decommissioning will be reviewed every five (5) years, by the County's chosen Independent Engineer, and revised if necessary, at the Developers expense. The review and revised plan shall be sent to the Montgomery County Coordinating Office for Board review. If necessary, provisions will be made to the escrow account balance for the decommissioning of the Solar Garden or Solar Farm.

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

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

Address: _____

Parcel ID # _____

Applicant's Printed/Typed Name: _____

Signature: _____ Date: _____

Property Owner's Printed/Typed Name: _____

Signature: _____ Date: _____

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

Signature: _____ Date: _____

STATEMENT OF CONFORMANCE:

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

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

Applicant's Printed/Typed Name: _____

Signature: _____ Date: _____

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

Signature: _____ Date: _____

NOTE: It is the responsibility of the Applicant to notify the Montgomery County Coordinating Office at each stage of work completed once the Permit is issued. **Email:** cbadmins@montgomerycountyil.gov
Phone: 217-532-9577

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

Notification of Building Construction/Improvement and New 911 Address Assignment - Montgomery County, Illinois

All persons shall be required to provide notice of building construction/improvements to real property in Montgomery County. The term "Building construction/improvements" includes but is not limited to all houses, garages, barns, sheds, storage units, of any kind, commercial buildings, etc. Failure to file a Notification of Building Construction/Improvement prior to construction shall constitute an offense punishable by fine up to \$500.00 each day in which work proceeds and each day following completion of the structure shall constitute a separate offense.

Check One:

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

Property No.: _____ Notification No.: _____

Name of Property Owner: _____

Current Address: _____

City: _____ State: _____ Zip: _____

Road Name Driveway: _____

Phone No.: _____ Alternate No.: _____

Type of Construction: Commercial ___ Home ___ Out Building ___ Other: _____

Estimated Start Date: _____

Cost Estimate: _____ Size _____ Bathroom _____ Basement _____
 Central Air _____ Garage _____ Porches _____

Legal Description	_____
Township Name:	_____ Sec: _____ Twp: _____ Range: _____
Legal Description:	_____
Lot/Land Size:	_____
Tax Group Code No:	_____

Your legal description can be obtained from your Township or Multi Township Assessor or the Supervisor of Assessments office.

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

Return completed worksheet to: Supervisor of Assessments
1 Courthouse Square Room 201
Hillsboro, IL 62049
Email: assessor@montgomeryco.com Phone: 217-532-9595

APPENDIX C

MONTGOMERY COUNTY SOLAR OPERATING PERMIT

Upon completing construction of the facility, the Applicant/Petitioner must inform the County Board Admin office and request an Operating Permit prior to any production or sale of solar generated power.

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

Date: _____ Approved Disapproved

Operating Permit Number _____

Signature: _____ Title: _____

DO NOT WRITE ABOVE THIS LINE

Property Information:

Address: _____ City: _____ State: IL Zip: _____

Legal Description:

Company Name:

Project Name:

Contact Name and Title:

Mailing Address: _____

Phone Number: _____ Email: _____

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

Mailing Address: _____

Phone Number: _____ Email: _____

Conditions of Permit:

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

Sec. 5-12024. Energy storage systems.

(b) Notwithstanding any other provision of law, if a county has formed a zoning commission and adopted formal zoning under Section 5-12007, then a county may establish standards for energy storage systems in areas of the county that are not within the zoning jurisdiction of a municipality. The standards may include all of the requirements specified in this Section but may not include requirements for energy storage systems that are more restrictive than specified in this Section or requirements that are not specified in this Section.

Major Points to Consider For Data Center

- A Data Center in a community can open several opportunities, such as...
 - o Jobs: Construction and Technician
 - o Increase in Internet speeds, benefiting not only individuals, but also opening new opportunities for business.

- However, a Data Center is a major drain on local resources, particularly water and electricity. It is common to see an increase in the amount people pay for water and electricity when a data center is constructed in town.
 - o The amount of water consumed by a data center is determined by the type of cooling system implemented by the data center.
 - Closed looped cooling system uses less water, yet the water is toxic after used.
 - Other types of cooling systems need a constant supply of fresh water.
 - o Data Centers consume a large amount of electricity, often causing a strain on local grids not built for large capacities of electricity.
 - Thus, it is recommended that counties wishing to write legislation regarding Data Centers stipulate they must produce their own power

- Overall, the main point to consider is that if an ordinance was to be written regarding data centers, details such as the amount of water and electricity the data center plans on using must be part of the permitting process.

- Additionally, Illinois Extension Office as well Illinois Farm Bureau (IFB) has been involved with distributing information about data centers. Both are good sources to refer to if/when an ordinance is to be written.

Kane County Board member recognized for climate and conservation leadership

Kane County Board member and Chair of the Board's Energy and Environmental Committee, Mavis Bates, received recognition from fellow board members after earning the Tom Weisner Memorial Award from The Conservation Foundation. The award recognizes public officials who demonstrate environmental stewardship.

Bates has focused on sustainability throughout her career. She founded Aurora GreenFest in 2010, is

Chairman of the Fox Valley Sierra Club, Chairman of the Aurora Mayors Sustainable Advisory Board, has supported conservation initiatives across Kane County, helped launch Kane County's Climate Action Plan and led development of an eight-acre solar field project at the Kane County Judicial Center.

Bates describes her role as helping advance clean energy, electric vehicles, recycling, and solar initiatives so natural areas and waterways are protected.

Kane County maintains an active Department of Environmental and Water Resources. It's mission is to develop, evaluate, and implement programs that protect the health, safety, and welfare of residents and the environment. These programs include the Countywide Stormwater Management Program, the Recycling and Waste Recovery Program, and Energy and Resource Conservation Programs.



Conservation Foundation staff Jessica Mino, Kane County's Sarra Hinshaw, Austin Powell, Clair Ryan, Jodie Wollnik and Mavis Bates (center).



DATA CENTERS

Sangamon County Board's Zoning and Land Use Committee voted 5-3 against implementing a 180-day moratorium on potential data centers in the county. The county's Zoning Board of Appeals voted 5-0 to advance a conditional permit for a data center proposed by CyrusOne.

Champaign County Environment and Land Use Committee voted to place a year-long moratorium on large-scale data centers. It will only apply to projects that are 10,000 square feet or larger.

Tazewell County officials recently clarified questions concerning a proposed Data Center project. The property at the center of discussion lies within the City of Pekin, therefore the county does not have legal authority to regulate the property's use.



Energy Efficiency

It's never too early for energy efficiency.

Take advantage of limited-time incentives to earn up to 70% in additional savings on energy-efficient upgrades for your facility! Final applications must be submitted by September 30, 2026.

Not sure what upgrade opportunities exist in your facility? Start by scheduling your FREE facility assessment today at ComEd.com/FacilityAssessment

Terms and conditions apply. Offers are subject to change. Actual savings will vary by customer's energy usage and rate. The ComEd Energy Efficiency Program is funded in compliance with state law. © Commonwealth Edison Company, 2026



220 ILCS 5/4-620 new

220 ILCS 5/16-105.8 new

220 ILCS 5/16-105.9 new

220 ILCS 31/1-40 new

Synopsis As Introduced

Amends the Environmental Protection Act, Energy Efficient Building Act, Illinois Power Agency Act, Public Utilities Act, and related statutes to establish comprehensive environmental, water, and energy regulations for hyperscale data centers. In the Environmental Protection Act, requires cumulative impact assessments, public notice, and community benefits agreements for data centers; prohibits nondisclosure agreements; and creates the Data Center Community Intervenor Compensation Fund and Hyperscale Data Center Public Benefits and Affordability Fund funded by annual fees based on peak demand. Mandates water resource planning, quarterly water usage reporting, water scarcity plans, and Water Impact Permits with public hearings and renewal every 5 years. Requires compliance with stringent energy codes and annual energy and water reporting to the Illinois Commerce Commission. Expands renewable energy procurement programs, establishes a hyperscale data center self-direct program, and strengthens equity, transparency, and labor standards in clean energy initiatives. Creates the Residential Automated Solar Permitting Platform Act to require municipalities and counties to adopt a residential automated solar permitting platform on or before July 1, 2027, and authorizes persons to file a civil action against a municipality or county in violation.

Actions

Date	Chamber	Action
2/06/2026	Senate	Filed with Secretary by Sen. Ram Villivalam
2/06/2026	Senate	First Reading
2/06/2026	Senate	Referred to Assignments
2/10/2026	Senate	Added as Co-Sponsor Sen. Mattie Hunter
2/11/2026	Senate	Added as Co-Sponsor Sen. Rachel Ventura
2/17/2026	Senate	Added as Chief Co-Sponsor Sen. Robert Peters
2/17/2026	Senate	Added as Co-Sponsor Sen. David Koehler

IPTA Data Center Talking Points

Why are we building Data Centers?

- Massive growth in digital demand
 - Americans interact with the internet and data centers hundreds of times/seven hours a day on average
 - Cloud storage
 - Email & text messaging
 - Device backups
 - Photos
 - Documents
 - Streaming
 - Telehealth
 - E-commerce
 - Banking
 - Gaming
 - GPS & Traffic Data
 - Smart home security devices
 - Electronic Health records and patient portals
 - Emergency Services
 - National Security
 - Global technology race
 - Cyber security
 - Data sovereignty
 - Do we want everything in China?
 - Medical research
 - Social media hosting
 - All online services
 - AI & Advanced Technologies
 - Businesses and governments moving away from local servers to centralized systems
- Illinois has ~250 that are operating without issue



Benefits to the community

- Significant investments & tax revenues
 - *(Local government should be able to provide numbers)*
 - Tax revenue improves schools, funds first responders and community services which boost property values
 - Data centers provide more tax revenue per acre than subdivisions or warehouses, with minimal demand on roads and services *(Verify locally)*
 - Property tax relief
 - Less burden on homeowners
- **Jobs!!!**
 - Hundreds of high-skilled construction jobs
 - Don't call our jobs temporary!
 - We support our families and make careers out of these "temporary jobs"!
 - *Commitment to hiring skilled local workforce and contractors???*
 - Apprenticeship opportunities
 - Increased business for local service providers, maintenance contractors, security, specialized contractors and testing services
 - In-house operations jobs
- New designs have pleasing aesthetics and landscaping
 - Many look like a modern office or community college
- Data centers are adaptable
 - Facilities are designed with modular systems that can be upgraded as technology evolves
 - Proven track record: Older data centers have already been successfully retrofitted for new uses or upgraded with modern equipment
 - Strategic locations matter: the infrastructure (power, fiber) remains valuable even if hardware changes making sites attractive for future technological uses

CONCERNS – Many concerns stem from the earliest data centers built 20+ years ago.

Energy: Used to power the servers and the cooling systems

- Many developers make private investments and improvements to the power grid
- Consistent demand which brings in extra revenue
- Considered Large Industrial Customers
 - Billed under different rate structures designed for high-consumption accounts.
 - Higher rates than residents and other businesses
- If turned down here, it will still be built in another state, likely on the same regional power grid
- Studies are performed by the power grid operators before approving connections
- Data centers help maximize the use of existing electric infrastructure that might otherwise be underused at certain times.
 - Makes the system more efficient and benefits all
- Data Centers are becoming more efficient
 - Newer facilities use less energy per unit of computing power than older ones
 - Using smarter software and controls to optimize servers and cooling systems in real time
 - Can utilize heat reclamation to warm offices, nearby buildings or district heating systems
 - Modern servers can tolerate warmer air, reducing cooling demand
- Since when did when turn away facilities because they utilize power?
 - Build more generation
- Comparisons:

How big is that data center?

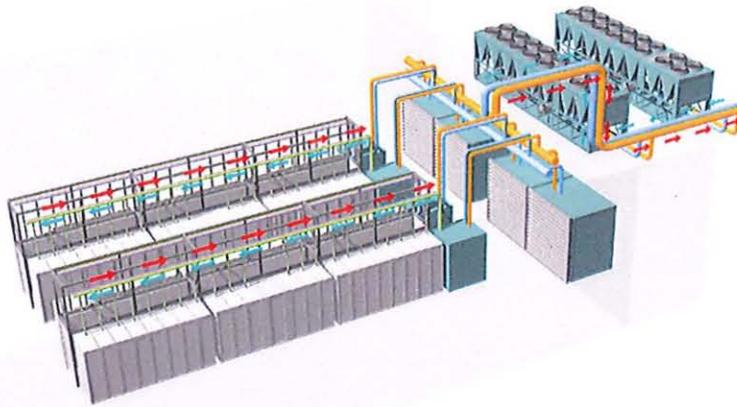
Source: NRECA Research



DATA CENTER TYPE	POWER USAGE	LOAD COMPARISON
Micro/Edge	Under ~0.1 MW	25-100 average homes
Small/Enterprise	~0.1-1 MW	Supermarket or medium-sized public school
Medium/Regional	~1-5 MW	Regional hospital
Large/Co-Location	~5-20 MW	Automobile plant or university campus
Hyperscale	>20 MW (often tens to hundreds of MW)	Heavy industrial facility or medium/large airport

Water: Primarily used in cooling systems

- Closed loop cooling systems utilized today use **very** little water once filled



- Already used in **many** buildings and facilities in our community
- Water is recirculated
 - Fears come from older sites that used open evaporative cooling systems
 - Open evaporative cooling systems do not work well in our climate
- Initial fill comparisons:
 - Estimated initial fill water by data center size

Data Center Size Estimated Initial Fill (gallons) Olympic Swimming Pools* Backyard Pools**

Data Center Size	Estimated Initial Fill (gallons)	Olympic Swimming Pools*	Backyard Pools**
5 MW	~10,000–20,000 gal	~0.02 pools	~0.5–1 pool
10 MW	~25,000–40,000 gal	~0.05–0.08 pools	~1–2 pools
25 MW	~60,000–100,000 gal	~0.11–0.19 pools	~3–5 pools
50 MW	~120,000–200,000 gal	~0.23–0.38 pools	~6–10 pools
100 MW	~250,000–400,000 gal	~0.47–0.76 pools	~12–20 pools

* Olympic pool ≈ **528,000 gallons**

** Typical backyard pool ≈ **20,000 gallons**

- A 10 MW data center uses about 1–2 backyard pools worth of water once.
- A 50 MW data center uses about half an Olympic pool once.
- A 100 MW hyperscale data center uses less than one Olympic pool once.
- Water may last 10-20 years in the system

- Daily water usage will be minimal for restrooms, breakrooms, etc.
 - Similar to a standard office building

Noise: Backup generators and cooling equipment

- Backup generators
 - Used in rare cases of utility outages

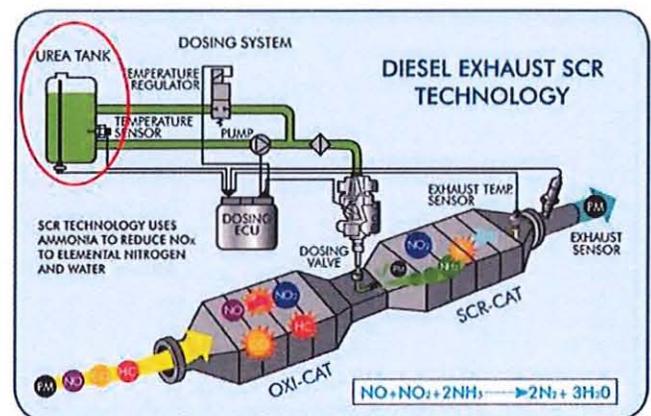
- Tested briefly for readiness (by regulation), typically about 15–30 minutes per month
- Utilize critical grade exhaust silencers and sound-attenuated enclosures
- Cooling equipment
 - Low noise fans
 - Sound-attenuated cooling equipment
 - Acoustic barriers
- Noise must meet IPCB (Illinois Pollution Control Board) noise standards and local regulations.
- At the property edge, noise is comparable to a **normal conversation** (~50–60 dB)

Stormwater

- Modern development must meet strict stormwater standards
- Developed sites are often less likely to flood than undeveloped land because runoff is engineered and controlled
- Local governments enforce compliance through permits inspections and monitoring
- *Opportunity for rainwater harvesting???*

Pollution?

- Backup generators
 - SCR Technology Eliminates over 99% of all potential emissions
 - Must meet strict EPA and local regulations
 - Are comparable to emergency generators at hospitals, schools, and other critical facilities
- Light
 - All exterior lighting directed downward
 - Shielded fixtures to prevent light spill
 - Design minimizes light pollution to preserve dark skies



RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF SB2842 AMENDING THE PUBLIC UTILITIES ACT
AND CARBON DIOXIDE TRANSPORTATION AND SEQUESTRATION ACT
Montgomery County, Illinois**

WHEREAS, Senate Bill 2842 was filed in the 104th Illinois General Assembly on January 13, 2026, by the Honorable Sen. Michael W. Halpin and assigned to the Energy and Public Utilities Committee on February 3, 2026; and

WHEREAS, Senate Bill 2842 seeks to amend the Public Utilities Act concerning the exercise of eminent domain powers by a public utility by providing that an owner or operator of a pipeline designed, constructed, and operated to transport carbon dioxide to which the Illinois Commerce Commission has granted a certificate under the Carbon Dioxide Transportation and Sequestration Act shall not seek or exercise eminent domain authority from the Commission; and

WHEREAS, Senate Bill 2842 seeks to amend the Carbon Dioxide Transportation and Sequestration Act by providing that a certificate of authority does not grant an owner or operator of a carbon dioxide pipeline the authority to take and acquire an easement in any property or interest in property for the construction, maintenance, or operation of a carbon dioxide pipeline through the exercise of eminent domain power; and

WHEREAS, the members of the Montgomery County Board remain steadfast in its support of the rights of owners of land; and

WHEREAS, the members of the Montgomery County Board have raised serious and legitimate concerns regarding the public risk of pipelines transporting carbon dioxide for the purpose of sequestration;

NOW, THEREFORE, BE IT RESOLVED the Montgomery County Board stands in support of Senate Bill 2842 protecting the rights of land owners requests timely adoption and enactment.

PASSED THIS 10th day of March 2026 by the members of the Montgomery County Board duly assembled in Hillsboro, Illinois.

AYES: _____ **NAYS:** _____ **PRESENT:** _____ **ABSTAIN/ABSENT:** _____

SIGNED: _____
Doug Donaldson, Chairman

ATTEST: _____
Sandy Leitheiser, County Clerk

Support SB 2842: No Eminent Domain for CO₂ Pipelines

Q: What is the purpose of this bill?

A: The purpose is to ban eminent domain in Illinois for CO₂ pipeline permits: to protect landowner property rights, to support farmland productivity, and to improve the safety of CO₂ pipeline routes through negotiation.

Q: But didn't the 2024 SAFE CCS Act set a threshold for voluntary easement agreements before granting eminent domain for the remaining parcels?

A: No, the 75% threshold only applies to assembling pore space for carbon dioxide storage sites. The bill does not set limits on the use of eminent domain for CO₂ pipelines. This is unequal treatment and unfair.

Q: Why not just leave the determination of eminent domain for CO₂ pipelines to the Illinois Commerce Commission (ICC)?

A: The ICC does not have a voluntary easement threshold for CO₂ pipelines. Non-consenting landowners along a CO₂ pipeline route feel compelled to officially intervene in the ICC proceedings, which is extremely burdensome—in both time and money—and can cost as much as \$150,000 or more.

Q: How would eliminating eminent domain for CO₂ pipeline companies create a fairer deal for landowners?

A: The use of eminent domain for a CO₂ pipeline creates an adversarial relationship between landowners and private CO₂ pipeline companies, who threaten landowners with its use if they do not agree to a voluntary easement. This gives the companies an unfair advantage in negotiations. Prohibiting the use of eminent domain would:

- A. Protect landowner property rights. Landowners should have the right to say no to a hazardous waste pipeline that does not benefit their families, livelihoods, and land OR to negotiate more favorable terms and routing.
- B. Support farmland productivity. Published research studies document sustained yield losses over a pipeline right-of-way. Farmers should have the ability to reject a private CO₂ pipeline OR to negotiate a route that would minimize impacts to fields, drainage tiles, and buildings.
- C. Improve CO₂ pipeline safety. Neither the U.S. Government nor the State of Illinois imposes setbacks for CO₂ pipelines, even though these pipelines transport a toxic asphyxiant and are dangerous. Eliminating the option of eminent domain could force the private CO₂ pipeline companies to consider safe routing in order to obtain voluntary right-of-way easements from landowners.

Q: Doesn't the construction and operation of CO₂ pipelines bring jobs to Illinois?

A: It is a violation of property rights to forcibly take someone's land to create a temporary job for someone else. Family farms and homes exist for their livelihoods, not to provide job sites and profits for private CO₂ pipeline companies. CO₂ pipeline projects create few permanent jobs, and companies do not guarantee any Illinois workers will be hired.

Q: Is there a difference between a CO₂ pipeline and oil and gas pipelines?

A: Yes. CO₂ pipelines transport a hazardous waste, not oil, gas, or any other product that can be used to generate energy. Using eminent domain for a CO₂ pipeline places people and livestock within two miles of either side in grave danger if the pipeline leaks or ruptures.

Q: What are the positions of the Illinois Farm Bureau and the Illinois Soybean Growers Association?

A: The Illinois Farm Bureau has adopted a policy that supports the elimination of eminent domain for CO₂ pipelines, and the Illinois Soybean Association supports that position.

Montgomery County Board
Buildings & Grounds Committee Meeting Agenda
County Board Room, 2nd Floor, Historic Courthouse
#1 Courthouse Sq. Hillsboro, IL 62049

8:30 a.m. Tuesday, March 3, 2026

Members Present: Mark Hughes, Connie Beck, Russell Beason, Keith Hancock, Evan Young, Doug Donaldson

Members Absent:

Others Present:

1. Pledge of Allegiance:
2. Public Comments:
3. Maintenance Report Update/Approval:
4. Snow Blade for Side-by-Side Update/Approval:
5. Maintenance Agreements Update/Approval:
6. 127 N. Main Street Property Update/Approval:
7. Other Business:

Motion to pay the bills by _____ and second by _____ . All in favor, motion carried.
Motion to Adjourn by _____ and second by _____ . All in favor, motion carried.
Meeting adjourned at _____ a.m. The summaries of minutes were respectfully submitted by acting secretary
Mike Plunkett, as deputized by Montgomery County Clerk/Recorder Sandy Leitheiser.

Springfield Office
3550 Great Northern Ave
PO Box 13137
Springfield, IL 62791



**HENSON
ROBINSON**
C O M P A N Y

EMPLOYEE OWNED

Champaign Office
1411 Interstate Dr
PO Box 8098
Champaign, IL 61826

February 6, 2026

Montgomery County Courthouse
120 North Main Street
Hillsboro, IL 62049
217-532-9540
Email: phile@montgomerycountyil.gov
Attn: Phil Ernst

PLANNED MAINTENANCE AGREEMENT

Henson Robinson Company proposes providing scheduled maintenance on your heating equipment. Equipment will include two Lochinvar Knight XL high efficiency boilers. Maintenance includes the following:

- HEATING EQUIPMENT (One visit per year - Fall)

2 – Lochinvar Knight XL Boilers

- Review manufacturer's recommendation for start-up
- Visually inspect interior – clean & vacuum if necessary
- Clean condensate trap
- Inspect for leaks (water, gas, flue, condensate)
- Check boiler flues for proper ventilation.
- Check system water pressure, system piping, & expansion tank
- Check fill water meter
- Verify control settings and safety controls for proper operation
- Verify ignition and flame sense electrodes
- Inspect wiring & connections
- Flame inspection
- Perform combustion tests and adjust per manufacture specifications.
- Clean heat exchanger, burner, and blower wheel if combustion or performance test indicated need
- Heat exchanger maintenance kits
- Review operating procedures and conditions with owner/maintenance personnel

Maintenance provided for the sum of \$1,895.00 per year which can be billed in one seasonal installment. Planned maintenance contract includes labor for maintenance, cleaning solvents, and lubricants. Any additional material/parts necessary will be billed separately with prior approval at a 10% discount.

DEPEND

Springfield Office
3550 Great Northern Ave
PO Box 13137
Springfield, IL 62791



**HENSON
ROBINSON**
C O M P A N Y
EMPLOYEE OWNED

Champaign Office
1411 Interstate Dr
PO Box 8098
Champaign, IL 61826

February 6, 2026

Montgomery County Courthouse
120 North Main Street
Hillsboro, IL 62049
217-532-9540
Email: phile@montgomerycountyil.gov
Attn: Phil Ernst

PLANNED MAINTENANCE AGREEMENT

Henson Robinson Company proposes providing scheduled maintenance on your cooling equipment. Equipment will include one Daikin AGZ Chiller. Maintenance includes the following:

- COOLING EQUIPMENT: (Two visits per year – Spring maintenance & mid-season coil cleaning)

Daikin AGZ006F – serial # SL2U250301370

- Review manufacturer's recommendations on operational start up
- Visually inspect unit for damage or loose components
- Verify refrigerant pressures and glycol concentration
- Check electrical connections for tightness
- Verify all operating and safety controls for proper operation
- Inspect sight glasses for clear flow
- Visually inspect for refrigerant and oil leaks
- Inspect all condenser fans, motors, and components
- Inspect condenser coils for cleanliness & fin damage.
- Condenser coil cleaning
- Confirm pump operation
- Review operating procedures and conditions with owner/maintenance personnel

Maintenance provided for the sum of \$2,000.00 per year which can be billed in two seasonal installments. Planned maintenance contract includes labor for maintenance, cleaning solvents, and lubricants. Any additional material/parts necessary will be billed separately with prior approval at a 10% discount.

**DEPEND
ON US**



Montgomery County Board
Roads & Bridges Committee Meeting Agenda

Conference Room, County Highway Dept.
11159 IL Rte 185, Hillsboro, IL 62049

Date: Wednesday, March 4th, 2026 **Time:** 8:30 AM – County Highway Department

Members present: Ethan Murzynski, Bill Bergen, Patty Whitworth, Chad Ruppert, Keith Hancock, Rob Corso, Doug Donaldson

Members Absent:

Other Present: County Engineer Cody Greenwood

The committee met today to discuss the following:

Roads & Bridges Committee:

1. **Public Comments:**
2. **Section 26-03115-00-BR – Butler Grove Twp. N. 15th Ave. Bridge Replacement Engineering Agreement Update/Approval:**
3. **2026 Pipe Culvert Letting Update/Approval:**
4. **Resolution 2026-05 appropriating funds for 50/50 bridge pile repair on Red Bridge Tr., Hillsboro Township Update/Approval:**
5. **Elmore Solar Road Use Agreement Update/Approval:**
6. **Heavy Equipment Shed Update/Approval:**
7. **Other Items:**

Motion by _____, second by _____ to Pay Bills. All in favor, motion carried.
Motion by _____, second by _____ to adjourn the meeting. All in favor, motion carried.
Meeting adjourned at _____ a.m. Minutes respectfully submitted by acting secretary Christine Daniels as Deputized by the Montgomery County Clerk and Recorder, Sandy Leitheiser.



Using Federal Funds? Yes No

Using State Funds (Non-MFT)? Yes No

Agreement For

MFT-PE

Agreement Type

Original

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Montgomery County		Montgomery	26-03115-00-BR	N/A
Project Number	Contact Name	Phone Number	Email	
N/A	Cody Greenwood	(217) 532-6019	engineer@montgomerycountyil.gov	

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
N. 15th Ave.	TR 199	650'	068-3145(EX) 068-3378(PR)

Location Termini	Add Location
approximately 0.65mi west of North Road (FAS 727)	Remove Location

Project Description

Replace an existing wood deck bridge (SN068-3145) with a new drainage structure (SN068-3378) along with local channel improvements and associated roadway improvements.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email	
Hurst-Rosche Inc.	Justin Goodwin	(217) 532-3959	jgoodwin@hurst-rosche.com	
Address	City	State	Zip Code	
1400 E. Tremont St.	Hillsboro	IL	62075	

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Summary Sheet
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hurst-Rosche Inc.	37-0889933	\$60,895.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$60,895.00
Total for all work		\$60,895.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency
The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name
Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche Inc.	Montgomery	26-03115-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Development of construction plans, PBDHR, and PSE for a replacement drainage structure including:
 Surveying: topographic, hydraulic, and research/field work/documentation for temporary easements.
 Geotechnical: soil borings and associated soil analysis.
 Design: hydraulic analysis, associated roadway design, and local channel improvements.
 The approximate limits of the improvement are 250' west and 400' east of the existing structure. Some tree removal and embankment stabilization will be incorporated on the north side of the east approach.
 A load rating analysis will also be provided.
 Construction layout, material testing, CA/CO services, or ROW negotiation are not part of the scope of services.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche Inc.	Montgomery	26-03115-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Construction planned for summer of 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche Inc.	Montgomery	26-03115-00-BR

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit C. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 FIXED RAISE

Local Public Agency Montgomery County	County Montgomery	Section Number 26-03115-00-BR
Prime Consultant (Firm) Name Hurst-Rosche, Inc	Prepared By Justin Goodwin	Date 2/6/2026
Consultant / Subconsultant Name Hurst-Rosche, Inc	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS	OVERHEAD RATE	134.41%
START DATE	3/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2026		% OF RAISE	3.00%
END DATE	5/31/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2026	7/1/2026	4	26.67%
1	7/2/2026	6/1/2027	11	75.53%

Local Public Agency

Montgomery County

County

Montgomery

Section Number

26-03115-00-BR

Consultant / Subconsultant Name

Hurst-Rosche, Inc

Job Number

**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Survey			Geotechnical			Structural			Hydraulic			Transportation		
		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	79.72	12.0	2.26%	1.80				4	5.71%	4.56				4	4.00%	3.19	4	3.33%	2.66
Engineer V	59.57	76.0	14.34%	8.54				4	5.71%	3.40				44	44.00%	26.21	28	23.33%	13.90
Engineer IV	49.85	38.0	7.17%	3.57							30	18.75%	9.35				8	6.67%	3.32
Engineer III	45.05	70.0	13.21%	5.95							70	43.75%	19.71						
Engineer II	38.23	112.0	21.13%	8.08				32	45.71%	17.48				40	40.00%	15.29	40	33.33%	12.74
Engineer I	33.98	0.0																	
Land Surveyor IV	81.25	25.0	4.72%	3.83	25	31.25%	25.39												
Survey Party Chief	41.39	28.0	5.28%	2.19	28	35.00%	14.49												
Survey Tech I	25.55	20.0	3.77%	0.96	20	25.00%	6.39												
Engineering Tech VI	45.99	0.0																	
Engineering Tech V	40.88	0.0																	
Engineering Tech III	34.82	0.0																	
Engineering Tech II	32.45	30.0	5.66%	1.84				30	42.86%	13.91									
Engineering Tech I	22.25	0.0																	
CADD Tech IV	37.21	0.0																	
CADD Tech III	32.19	0.0																	
CADD Tech II	27.59	119.0	22.45%	6.20	7	8.75%	2.41				60	37.50%	10.35	12	12.00%	3.31	40	33.33%	9.20
CADD Tech I	18.91	0.0																	
Clerical	23.06	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
TOTALS		530.0	100%	\$42.97	80.0	100.00%	\$48.68	70.0	100%	\$39.34	160.0	100%	\$39.40	100.0	100%	\$48.00	120.0	100%	\$41.82

CF Farmersville Solar – Montgomery County Road Use Agreement

This **ROAD USE AGREEMENT** (“**Agreement**”) entered into this ____ day of March, 2026 by and between **CF IL Solar W. Main St., Farmersville LLC**, a Delaware limited liability company (“**CF Farmersville Solar**”) and Montgomery County, Illinois, a body corporate and politic acting by and through its Board (the “**County**”), for the use of approximately one mile of Main Street (Mine Ave.) (shown below as Exhibit A) for the access to the proposed location during the construction of a solar farm (“**Project**”) located at PINs 01-32-200-007 and 01-33-100-017 with an approximate address of Main Street Farmersville 62533, hereby provides for the following:

1. The maximum weight limit on Main Street (Mine Ave.) will be 80,000 lbs.
2. Montgomery County will permit access to the solar farm from Main Street (Mine Ave.), exact access location to be determined in final design to be approved by the Montgomery County Engineer, currently represented by Exhibit B.
3. This Agreement shall serve as approval from Montgomery County of the preliminary type, size and location of the entrance culvert and entrance road as shown in Exhibit C, attached. CF Farmersville Solar shall provide the Montgomery County Engineer the final design of the type, size and location of the entrance culvert and entrance road at least fourteen (14) days prior to beginning construction. Should the Montgomery County Engineer have any objections to the final design of the type, size and location of the entrance culvert and entrance road provided by CF Farmersville Solar, the parties shall reasonably cooperate to address such objections.
4. CF Farmersville Solar shall be responsible for any damages to Main Street (Mine Ave.) or other County roads to the extent directly resulting from the construction of the Project and pay for all repairs reasonably necessary to restore the roads to the condition that were in prior to the activities of CF Farmersville Solar.
5. CF Farmersville Solar shall sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
6. CF Farmersville Solar shall keep the portion of Main Street (Mine Ave.) or other County roads used by CF Farmersville Solar or its representatives, clear, by removing all mud, dust, dirt, spilled or tracked construction materials, garbage, obstructions or other hazards, within a reasonable time period following written notice from the County.

7. CF Farmersville Solar shall be responsible for the installation and ongoing maintenance of the entrance(s) to the Project real estate, including but not limited to all surface aggregate, shoulders, slopes, and culverts, for the duration of the Project's operational life. CF Farmersville Solar shall ensure that the entrance(s) remain in a safe and drivable condition, free from any hazards or obstructions that may impede vehicular access. In the event that the Project is decommissioned or otherwise reaches the end of its operational life, CF Farmersville Solar shall be responsible for the removal of all entrance(s) to the Project real estate, including but not limited to all surface aggregate, shoulders, slopes, and culverts.
8. CF Farmersville Solar shall prohibit the use of the Main Street (Mine Ave.) right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees.
9. CF Farmersville Solar shall take such measures as are reasonably required and within a reasonable time period during an extended work suspension to provide for safe vehicular travel on County roads as directed by the County for such County roads damaged as a direct result of the Project. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.
10. If repairs to Main Street (Mine Ave.) or other County roads are deemed necessary directly because of activity of CF Farmersville Solar, the Montgomery County Engineer will reasonably determine the nature of repairs reasonably required (the "**Required Repairs**") and will notify CF Farmersville Solar.
11. The Montgomery County Engineer will provide a detailed and itemized invoice for the costs of any Required Repairs at the standard rates, along with any evidence documenting the Required Repairs, including, but not limited to, photographs, videos, and anything else used in making its determination. CF Farmersville Solar shall make payment with thirty (30) days after receipt of such itemized invoice, unless CF Farmersville Solar reasonably disputes the scope of the Required Repairs within five (5) days, in which case the Parties shall promptly meet and confer to mutually determine the scope of the Required Repairs. After mutual agreement, CF Farmersville Solar shall make payment with thirty (30) days.
12. Prior to the beginning of construction of the Project, CF Farmersville Solar shall provide to the County financial security in the form of one Surety Bond in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) which the County may draw against in the event and only to the extent that CF Farmersville Solar fails to pay for the repair and/or restoration expenses for Main Street (Mine Ave.) or other County roads in accordance with the terms of this Agreement. The Surety Bond

shall be issued by a bank, or other financial entity with a rating of AA or better reasonably acceptable to the County.

The Surety Bond shall remain in place from a date thirty (30) days prior to the beginning of construction of the Project, including the transportation of materials or equipment on the Roads that are subject to this Agreement until a date one year after the completion of the Project in the County, or the effective date of a full settlement and release of road issues executed by the County and CF Farmersville Solar, whichever is later. For avoidance of doubt, the completion date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for the surrender of the Surety Bond or release when CF Farmersville Solar is no longer required to provide the Surety Bond pursuant to the terms hereof, or the terms of the Surety Bond.

For so long as CF Farmersville Solar is required to maintain the Surety Bond pursuant to the terms hereof, in the event that, pursuant to the terms of such Surety Bond, the County shall be entitled to draw down the amount of such Surety Bond necessary to address the Required Repairs as a direct result of CF Farmersville Solar's failure or default to repair or restore Main Street (Mine Ave.) in accordance with the terms of this Agreement. The County shall not make any claim on said Surety Bond until sixty (60) days after the mailing of a written notice to CF Farmersville Solar specifying a default hereunder by CF Farmersville Solar, during which sixty (60) days CF Farmersville Solar may cure such default.

13. CF Farmersville Solar shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance:

- a. If CF Farmersville Solar has employees, workers compensation and employers' liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the State of Illinois;
- b. Automobile Liability insurance covering all motor vehicles, including owned, hired and non-owned autos operated and/or licensed or leased by CF Farmersville Solar and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than a combined single limit of Two Million Dollars (\$2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident; and
- c. Commercial General Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate covering the activities of the CF Farmersville Solar contemplated by this Agreement, without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury

and property damage, products and completed operations and contractual liability.

- d. General Provisions applicable to the foregoing insurance requirements:
 - i. CF Farmersville Solar may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
 - ii. If requested, evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on Main Street (Mine Ave.) or other County roads.
 - iii. The County and its officers, employees, elected or appointed officials and agents shall be included as additional insureds with respect to the Commercial General Liability.

14. CF Farmersville Solar shall hereby release and agrees to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials and agents and their respective heirs, executors, administrators, successors and assigns from any and all actions, cause of action, suits, claims, expenses and demands against the County directly arising out of or relating to the use, construction, modifications, repair or improvement by CF Farmersville Solar of any road subject to this Agreement or performance by CF Farmersville Solar or its contractors, sub-contractors, employees, agents, representatives and designees of their obligations under this Agreement, except for any gross negligence or intentional misconduct on the part of the County.

15. The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated herein and shall not use any other County roads other than those so designated (except on a temporary basis in the event of an emergency). Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. In the event any unauthorized construction vehicle of CF Farmersville Solar or its contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees uses a non-designated County road, then the County in its reasonable discretion may give written notice to CF Farmersville Solar of the time and place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the County may impose a fine of \$500.00 per occurrence on CF Farmersville Solar to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection, the County shall issue a warning to the operator of the offending vehicle, with a copy provided to CF Farmersville Solar.

16. General

- a. Failure of either party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.
- b. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- c. No amendment or modification to this Agreement or waiver of a party's rights hereunder shall be binding unless it shall be in writing and signed by the party against whom enforcement is sought.
- d. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assignees. This agreement may not be assigned without the written consent of the other party.
- e. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.
- f. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between parties, whether written or oral. CF Farmersville Solar hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf.
- g. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. This Agreement and any amendment hereto or other document executed pursuant to the authority granted hereby may be executed by facsimile, scanned Portable Document Format ("PDF"), DocuSign, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last stated below, each party being authorized thereunto.

CF FARMERSVILLE SOLAR, LLC, a
Delaware limited liability company

MONTGOMERY COUNTY, ILLINOIS,
a body corporate and politic

By: _____

By: _____

Print Name: _____

Doug Donaldson, County Board
Chairman

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

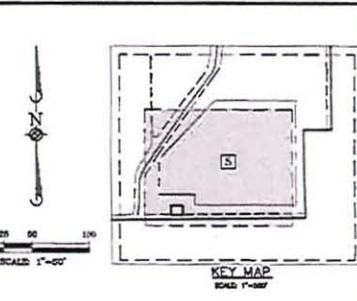
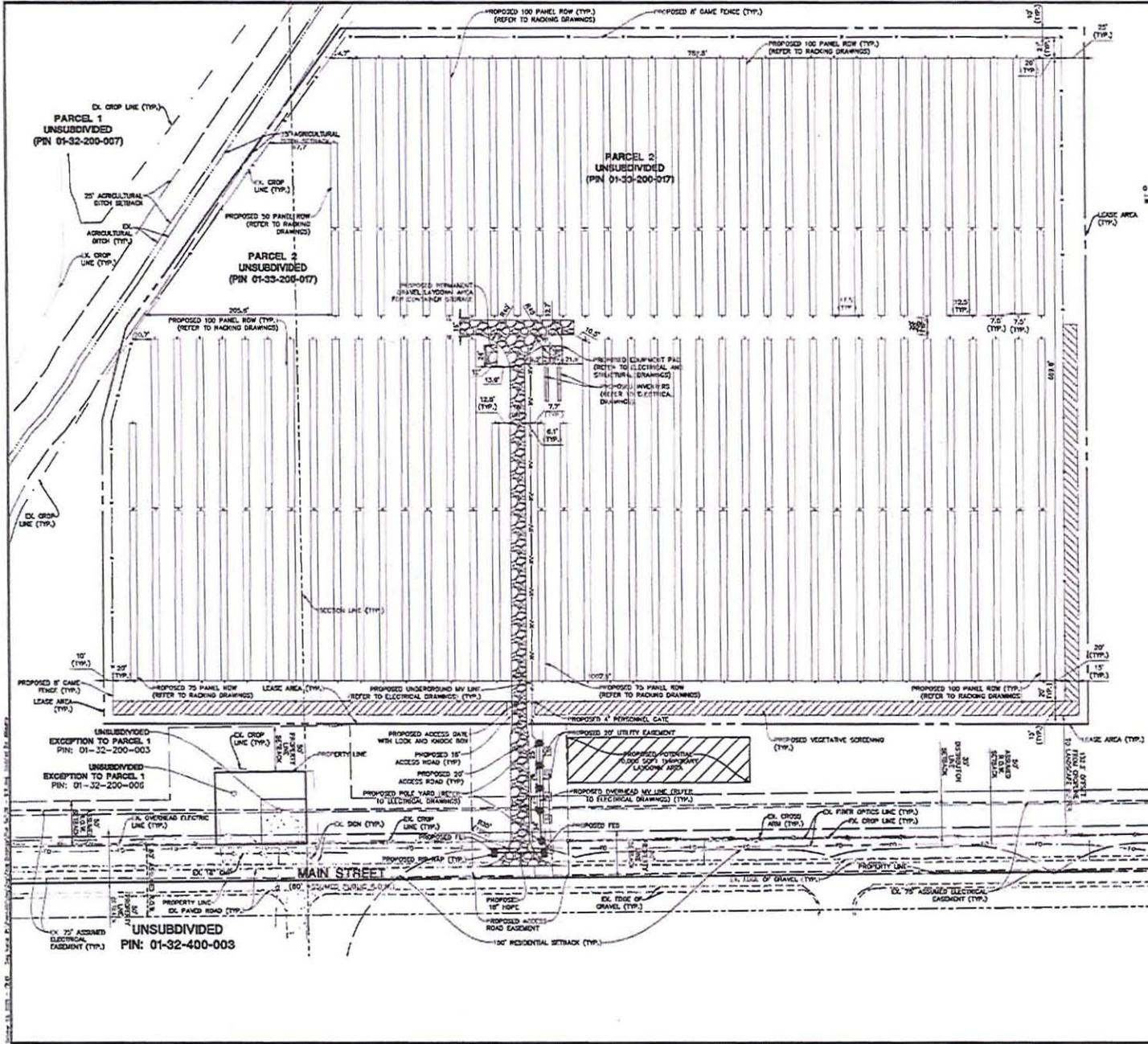
Date: _____

Exhibit A - ~~Preliminary~~ Access Route

(see attached)

Exhibit B – Preliminary Site Plan

(see attached)



POLE TABLE	
U1	UTILITY RECLOSER POLE
U2	UTILITY PRIMARY METER POLE
C1	OVERHEAD METER SOCKET WITH DISCONNECT POLE - POINT OF COMMON COUPLING
C2	CUSTOMER RECLOSER POLE
PI	POINT OF INTERCONNECTION - EXISTING 30 AMPERE & DISTRIBUTION POLE

SITE DATA	
PROPERTY AREA	8,940.00 SF (2187 AC)
LEASE AREA	78,149 SF (2179 AC)
ACCESS ROAD AREA	13,029 SF (299 AC)
FENCED AREA	79,834 SF (228.5 AC)

LEGEND	
---	PROPERTY LINE
---	LEASE AREA LINE
---	LOT LINE
---	EASEMENT LINE
---	SETBACK LINE
---	EX. OVERHEAD ELECTRIC LINE
---	PROPOSED 1/2\"/>

- SEE SUPPLEMENTAL NOTES:**
1. DIMENSIONS HAVE BEEN PREPARED BASED UPON OWNER PROVIDED INFORMATION CURRENT AT THE DATE OF THESE DRAWINGS. SUBSEQUENT CHANGES MAY ARISE. THEREFORE CONTRACTOR SHALL REFER TO RECORD AND ELECTRICAL PLANS FOR PRELIM DIMENSIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
 2. ALL ROADWAY SIGNAGE, STOPPING SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST JURISDICTIONAL GOVERNMENTAL ENTITY DETAILS.
 3. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE EXISTING CONDITIONS AND DEMOLITION PLANS FOR ITEMS DELETED.
 4. THE CONTRACTOR SHALL CONTACT ILL. E. (1-800-395-0133) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.
 5. ALL ROADWAY AND IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, LATEST EDITION.
 6. PHOTOVOLTAIC PANELS, INVERTERS, ELECTRICAL WY, OVERHEAD ROUTING, AND INTERCONNECTION EQUIPMENT LOCATIONS ARE SHOWN FOR REFERENCE ONLY. DESIGN AND FINAL LAYOUT FOR DRAWINGS BY ELECTRICAL ENGINEER AND RACKING VENDOR.
 7. GENERAL CONTRACTOR MAY REQUEST HEAVY DUTY PAYMENT SECTION FOR CONSTRUCTION PURPOSES. CONTRACTOR TO COORDINATE WITH GEOTECHNICAL ENGINEER.
 8. CONTRACTOR TO REFER TO ARCHIT. DRAWINGS FOR PROPOSED POLE LAYOUT.

Manhard CONSULTING

ELMORE SOLAR
MONTGOMERY COUNTY, ILLINOIS
SITE GEOMETRIC PLAN

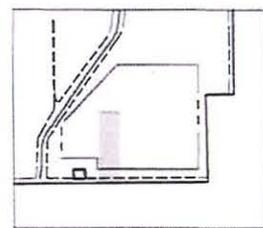
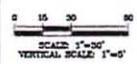
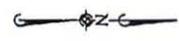
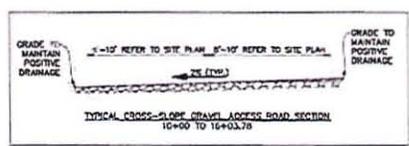
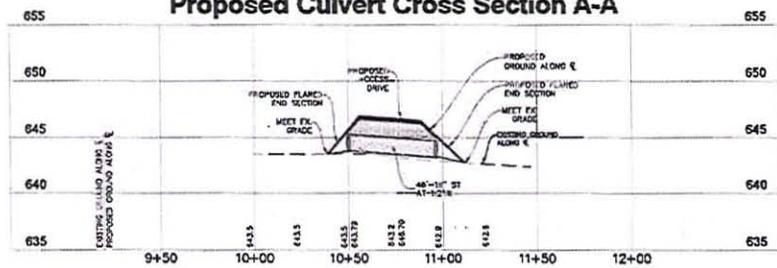
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CHECKED BY: JIM
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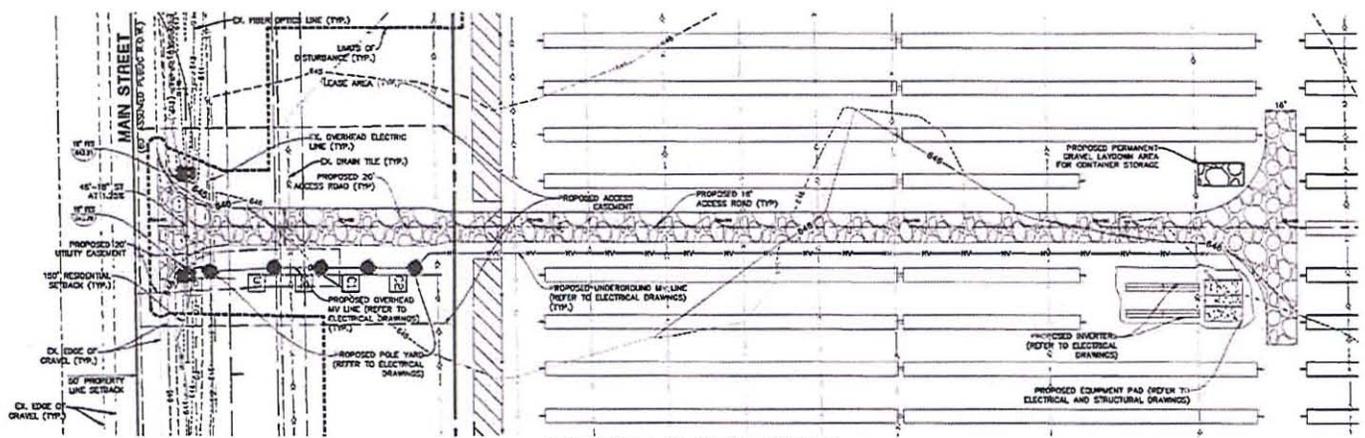
Exhibit C – Preliminary Entrance Detail

(see attached)

Proposed Culvert Cross Section A-A

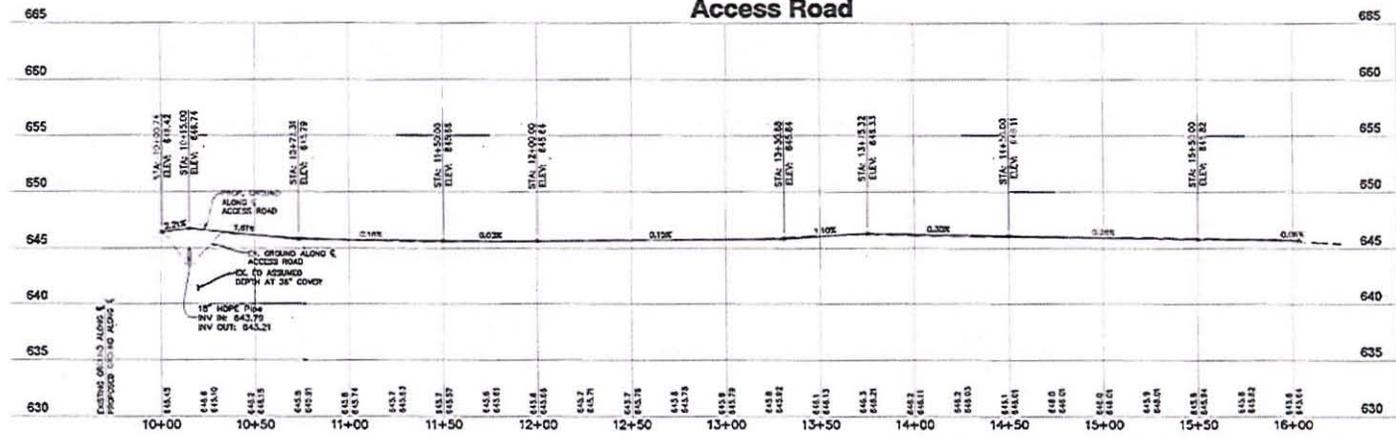


KEY MAP
SCALE 1"=300'



ACCESS ROAD PLAN AND PROFILE
STA 10+00 TO STA 16+03.78

Access Road

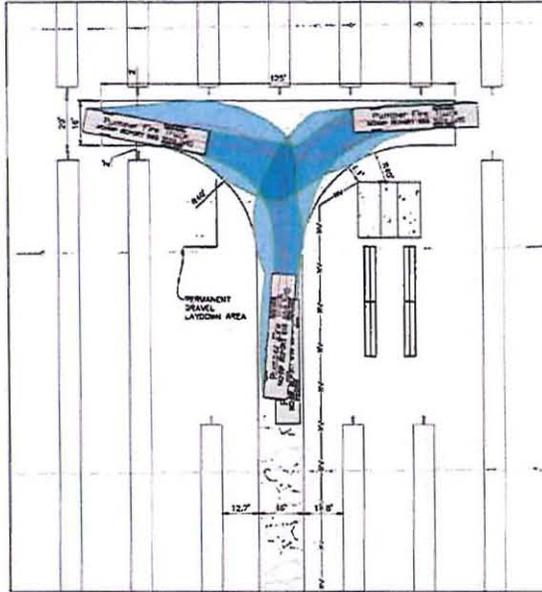


Manhard CONSULTING

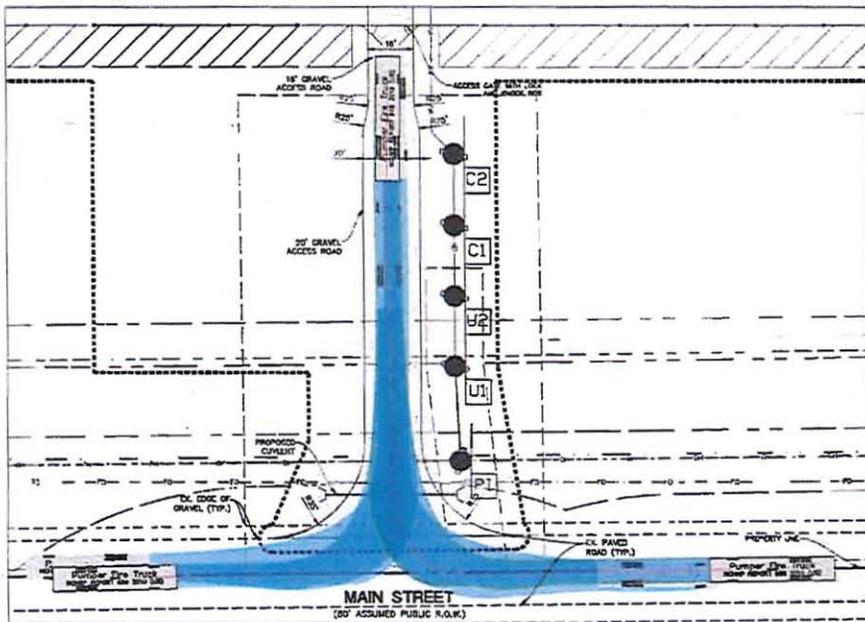
ELMORE SOLAR
MONTGOMERY COUNTY, ILLINOIS
PLAN AND PROFILE - ACCESS ROAD

SHEET
8 OF **12**

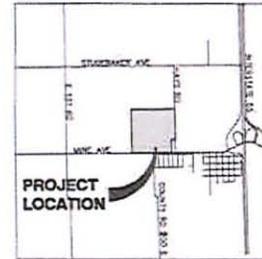
NOT FOR CONSTRUCTION



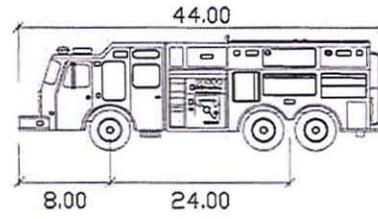
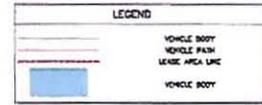
ACCESS ROAD - EQUIPMENT PAD ACCESS



ACCESS ROAD - R.O.W ACCESS & SITE GATED ACCESS



LOCATION MAP
N.T.S.



Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

Manhard CONSULTING
 1111 S. W. 11th St., Suite 100, Okemaw, MO 64651
 Phone: 660-333-3333
 Fax: 660-333-3334
 Email: info@manhardconsulting.com
 Website: www.manhardconsulting.com

ELMORE SOLAR
 MONTGOMERY COUNTY, ILLINOIS
 TURN EXHIBIT

SHEET
 1 OF 1
 PVE/MC/LDL

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2026-05

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

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

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

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

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

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

<i>DESIGNATION</i>	<i>AGENCY</i>	<i>ESTIMATE OF COST</i>	
		<i>Percent</i>	<i>Dollars</i>
MCHD Proj. #1281 Red Bridge Trail SN:068-3247	Hillsboro Road District	50 %	\$30,000.00
	Montgomery County	50 %	\$30,000.00
TOTAL =		100 %	\$ 60,000.00

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 March, 2026.

SANDY LEITHEISER, COUNTY CLERK

(SEAL)

Fenton Construction
8384 Hilltop Trail
Hillsboro, IL 62049
217-556-8163
fentonconstruction24@gmail.com



Job Site

Montgomery County Highway Department

Estimate

Job Name: Montgomery County Highway Department- Blow-in Insulation
Job Number: 188
Issue Date: February 23, 2026
Valid Until: March 25, 2026

Item **Amount**

R-49 Blow-in Fiberglass Insulation

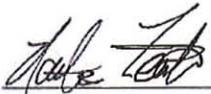
R 49 blow in fiberglass insulation in Highway Department 72'x184' building attic.

Price **\$23,520.00**

Terms

This project is classified as a prevailing wage project. All labor has been calculated in accordance with the most current published wage determination for this jurisdiction.

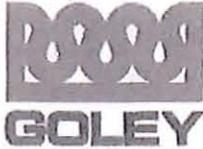
There is no tax included in this estimate, a tax exemption certificate must be presented to contractor otherwise sales tax will be added to estimate.

 _____ Date 2/23/26

_____ Date _____

Nathan Fenton, Owner
Fenton Construction

Cody Greenwood



PROPOSAL

1707 Bluffview Drive
Dupu, IL 62239
Phone: (618)286-3355 Fax: (618)286-5011
Web: www.goleyinc.com

Client # 2508122989
Montgomery County Hwy Dept
11159 II at 185
Hillsboro, IL

Job # 2508121682
11159 II at 185

Pole Bam
Hillsboro, IL

Prepared 02/26/2026 by Gary Beckemeyer

PLEASE NOTE: Proposal indicates items required for each Phase of the Job, followed by optional upgrades or sequences for that Phase. Initial acceptance of desired options on line left of item and option price will be added to the contract price. Please return signed proposal and option/upgrade selections.

*** Phase: Commercial Attic Insulation ***
Work Area Material
Garage Ceiling R49 Blown Fiberglass

Total Price: 23800.00

GUARANTY - For value received, the undersigned hereby absolutely and unconditionally guarantees to Goley Insulation, Inc. the prompt and complete payment when due of all indebtedness and other obligations incurred by the above-named Purchaser pursuant to this Proposal, including, without limitation, attorneys' fees and collection costs. This Guaranty shall be fully operative without any requirement of Goley Insulation, Inc. to make any demand upon or exhaust its rights or remedies against the Purchaser, and shall be binding upon the undersigned Guarantor's heirs, personal representatives, successors and assigns.

This proposal is good for 30 days from prepared date above.

Purchaser Acceptance:

Date: _____

Authorized Signature

Seller Approval:

Date: _____

Authorized Signature (Gary Beckemeyer)

Montgomery County Board
Finance & Budget Committee Meeting Agenda
County Board Room, 2nd Floor, Historic Courthouse
#1 Courthouse Sq. Hillsboro, IL 62049

8:30 a.m. Thursday, March 5, 2026

Members Present: Connie Beck, Rob Corso, Chris Daniels, Dr. Patty Whitworth, Evan Young, Doug Donaldson

Members Absent:

Others Present:

1. Pledge of Allegiance:
2. Public Comment:
3. SOA Office Update/Approval:
4. Capital Improvement & Coal Fund Reports Update/Approval:
5. Special Service Area Ambulance Contracts Update/Approval:
6. Circuit Clerk Audit Presentation Update/Approval:
7. IPRF Work Comp Premium Return Update/Approval:
8. Assignment of Tax Sale Certificate Update/Approval:
9. A/P and Payroll Expense Request for Office 047 Update/Approval:
10. FY2027 Budget Process Update/Approval:
11. Fund 375 Purchases Update/Approval:
12. Other Business:

Motion to pay the bills and payroll by _____ and second by _____. All in favor, motion carried.

Motion to Adjourn by _____ and second by _____. All in favor, motion carried.

Meeting adjourned at _____ a.m. The summaries of minutes were respectfully submitted by acting secretary Mike Plunkett, as Deputized by Montgomery County Clerk/Recorder Sandy Leitheiser.

**Office of The
Supervisor of Assessments
Montgomery County
1 Courthouse Square Room 201
Hillsboro, IL. 62049**

Michaela Gray

Phone: 217-532-9595

March 3, 2026

The Board of Review reconvened on February 26, 2026, to review and inspect filed complaints. At this time, There are only a few remaining townships left to review. Once those townships have been completed, we will begin the required 10 day window for the scheduling of hearings, if necessary.

Exemption applications were mailed out on February 13, 2026. Over the past two weeks, the office has been processing the abundance of returned applications. To date, we have received: 220 Disabled Exemptions and 645 Senior Exemptions.

Beacon and Bruce Harris system update. Tysha and I have a meeting scheduled on March 10 with Alex Simpson to review upcoming changes related to Beacon and Bruce Harris. Beacon and Bruce Harris have now been merged into one unified system, and this meeting will focus on operational procedures and next steps.



Montgomery County GIS



New Projects:

- Yearly Boundary and Annexation Survey (BAS) submission completed.

Ongoing Projects:

- Monthly update of change records and parcel tracking software with recorded document numbers. This month's total: 19 splits, 3 combinations, and 3 "other" parcel modifications (vacation, boundary correction, division by discovered annexation ordinance, etc.)
- Preparation for switch from Beacon to Bruce Harris continues.
- Van Burensburg and related property modifications in the area are still waiting on a vacation ordinance.
- An unrecorded annexation ordinance for parcel 16-01-402-009 and the surrounding area was located at Hillsboro City Hall. Awaiting notice of the recording of said ordinance prior to adding "The Hills" subdivision to Montgomery County GIS data.
- On-site investigation of municipal historical document vaults for unrecorded annexation/deannexation/right-of-way vacation documents. Litchfield, Hillsboro, Nokomis, and Taylor Springs archive search complete. Will continue to other communities as permission is gained and time permits.
- Importing/rebuilding maps created in ArcMap into ArcPro format.

Completed:

- Leesburg/Zanesville parcel boundary adjustment to vacation ordinance has been completed.
- Monthly update of Pictometry data.

On the Back Burner:

- Awaiting feedback on proposed siren maps.
- Update and add to Montgomery County cemetery location, ownership, and maintenance contact data. Update to online map will be made when time permits.
- Solar/wind project inventory and mapping updated with new projects.

Concerns:

- Within the past year, I've been getting increasing requests to pay Plat Act Affidavit fees by debit or credit card. Is there an estimate for when we'll start to have that capability?

TREASURER'S SUMMARY REPORT
2% ROYALTY PAYMENTS TO MONTGOMERY COUNTY
FY26

Bank Balance - 12/01/25			\$5,844,009
Receipts:			
Royalty Payment - 12/25/25	145,099.44	(Royalty)	
Royalty Payment - 01/26	64,120.37	(Royalty)	
Royalty Payment - 02/26			
Royalty Payment - 03/26			
Royalty Payment - 04/26			
Royalty Payment - 05/26			
Royalty Payment - 06/26			
Royalty Payment - 07/26			
Royalty Payment - 08/26			
Royalty Payment - 09/26			
Royalty Payment - 10/26			
Royalty Payment - 11/25/26			
Total Royalty Payments	209,219.81		
Interest Earned			\$38,738
Total Receipts			\$247,958
Expenses:			
12/09/25 Property Evaluation and	-14,583.00		
01/13/26 Motorola Solutions	-1,018.71		
01/13/26 Motorola Solutions	-23,850.00		
01/13/26 PowerDMS, INC	-7,936.68		
01/13/26 Property Evaluation	-14,583.00		
01/13/26 Tom Day	-4,149.00		
01/13/26 Mo Co Fair Assoc	-30,000.00		
01/21/26 Victory Lane Chrysler	-73,649.00		
Total Expenses			-169,769.39
Certificate of Deposit (LFNB, 365 @ 4.25%) 03/26/26			\$200,000
Certificate of Deposit (LFNB, 365 @ 4.25%) 03/26/26			\$200,000
Certificate of Deposit (LFNB, 365 @ 4.25%) 03/26/26			\$200,000
Certificate of Deposit (LFNB, 365 @ 4.25%) 03/26/26			\$200,000
Certificate of Deposit (LFNB, 365 @ 4.25%) 03/26/26			\$200,000
Certificate of Deposit (LNB, 276 @ 4.00%) 10/02/26			\$600,000
Certificate of Deposit (LBT, 365 @ 4.00%) 10/2/26			\$500,000
Certificate of Deposit (WBT, 364 @ 4.00%) 09/21/26			\$500,000
Term (PFM @ 4.12%) 02/19/26			\$350,000
CD (PFM @ 4.40% & 4.49%) 06/10/26			\$365,000
CD (PFM @ 4.13% & 4% & 3.95%) 09/01/26			\$550,000
CD (PFM @ 4.35%) 2/23/26			\$468,000
CD (PFM @ 4.40%) 8/26/26			\$229,000
CD (PFM @ 4.60%) 8/26/26			\$228,000
Liquidity PFM (3.70%)			\$41,685
Cash in Bank			\$5,909,778
Total Funds Available -			\$10,741,463

SUMMARY

	Reserve	\$5,298,537
	Operating & Maintenance	\$4,128,825
	Capital Improvement	\$1,314,101
	Total Funds Available	\$10,741,463

**COAL MINE ROYALTY
DISPOSITION OF FUNDS**

Accounts

Month	Royalty Payment	Reserve				Operating / Maintenance				Capital Improvement				Reconciled Bank Balance	
		Deposit Revenue	Transfer-out	Refund	Loan	Balance	Deposit Revenue	Expense	Transfer Out/In Gen Fd	Balance	Deposit Revenue	Interest	Expense		Balance
12/01/25						\$5,312,196.38			\$4,104,474.10				\$1,242,203.89	\$10,658,874.37	
Dec-25	132,680.42	16,340.21				\$5,328,536.59			\$4,189,891.10				\$1,301,085.67	\$10,819,513.36	
Jan-26	64,120.37		(30,000.00)			\$5,298,536.59			\$4,254,011.47				\$1,314,101.49	\$10,866,649.55	
Feb-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Mar-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Apr-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
May-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Jun-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Jul-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Aug-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Sep-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Oct-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Nov-26						\$5,298,536.59			\$4,128,825.08				\$1,314,101.49	\$10,741,463.16	
Total	\$196,800.79	\$16,340.21	(\$30,000.00)	\$0.00	\$0.00	\$5,298,536.59	\$164,120.37	(\$125,186.39)	(\$14,583.00)	\$4,128,825.08	\$16,340.21	\$55,557.39	\$0.00	\$1,314,101.49	\$10,741,463.16

\$10,741,463.16	Total
(\$4,831,685.00)	Invest
\$5,909,778.16	Cash
\$5,909,778.16	Per Books
\$0.00	Difference
\$10,741,463.16	
\$10,741,463.16	
\$0.00	

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

FY2026

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (**\$149,000**), 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, 2026 the county shall have reimbursed to the RHAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2026 and December 31, 2026, in accordance with the Real Estate Tax Distribution Schedule.

1. The RHAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2025**, through **November 30, 2026**.
2. RHAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. RHAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The RHAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the RHAAS, that the RHAAS is violation of State regulations, said funds to be disbursed upon the RHAAS coming into compliance.
5. The RHAAS will submit a tentative **FY2027** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2026**.
6. The RHAAS shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the RHAAS.
7. The RHAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Board Admin Office on or before **December 31, 2026**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the RHAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
8. The RHAAS shall provide a 3rd party audit review every year of the RHAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5th year, the next full audit will be due **August of 2028**.
9. The RHAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the County.

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

County Board Chairman

Date

Attest:

County Clerk

Date

RAYMOND-HARVEL AREA AMBULANCE SERVICE

Authorized Representative

Date

Title



ILLINOIS PUBLIC RISK FUND

Cost Control Through Cooperation Since 1985

Audit

1113
Montgomery County
1 Courthouse Square, 2nd Floor - Room #202
Hillsboro, IL 62049

Policy Period
01/01/2025 to 01/01/2026

Policy Number
P1113-2025

The premium for this policy will be determined by Illinois Public Risk Fund rules, classifications, rates and rating plans. All information required is subject to verification and change by Audit.

<u>Class Code</u>	<u>Description</u>		<u>Payroll</u>		<u>Rate/100</u>		<u>Premium</u>
0090	Probation Officers	\$	403,314	\$	0.101	\$	407
5506	Street Maintenance	\$	432,138	\$	8.407	\$	36,330
5606	Construction Supervisor	\$	0	\$	1.643	\$	0
7720	Policeman	\$	1,815,505	\$	2.036	\$	36,964
8601	Engineers	\$	0	\$	0.323	\$	0
8810	Clerical	\$	3,064,933	\$	0.101	\$	3,096
8820	Attorney	\$	739,405	\$	0.081	\$	599
8831	Animal Control	\$	144,521	\$	1.068	\$	1,543
8832	Physicians	\$	1,814,220	\$	0.292	\$	5,298
8835	Public Health	\$	481,190	\$	1.633	\$	7,858
9015	Building NOC	\$	168,509	\$	2.641	\$	4,450
9410	Municipal Employees	\$	145,139	\$	2.631	\$	3,819
					Subtotal:	\$	100,364
					3% Administrative Fee:	\$	3,011
					Final Audited Premium:	\$	103,375
					Less Previously Billed:	\$	114,819
					Return Premium:	\$	-11,444

MONTGOMERY COUNTY TAX AGENT

Telephone (618) 656-5744 141 St. Andrews Avenue
Toll Free (800) 248-2850 P.O. BOX 96
Fax (618) 656-5094 Edwardsville, IL 62025

February 10, 2026

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 2023-00091
Parcel #: 16-01-330-003

Montgomery County Treasurer
#1 Courthouse Square Rm 101
Hillsboro, IL 62049-1137

Dear Treasurer:

Holland, Ryan requests an assignment of the above referenced certificate sold for the general taxes of 2023 and prior. Payment in full has been tendered for the delinquent taxes, penalties, interest and costs in the amount of \$513.66.

Please present this assignment request to the County Board's designated committee for approval if needed. This assignment is recommended, as it results in both the immediate full return of the delinquent taxes for the taxing districts and a recovery of all costs and interest.

Additional forms and checks have been enclosed to use after approval. If you have any questions or need any assistance, please contact me, I will be glad to help.

Sincerely,



Keith St. Pierre
Payment Department
Montgomery County Tax Agent



Tax Cert
Transfer /
Reassignment

MONTGOMERY COUNTY TAX AGENT

Telephone (618) 656-5744 141 St. Andrews Avenue
Toll Free (800) 248-2850 P.O. BOX 96
Fax (618) 656-5094 Edwardsville, IL 62025

February 10, 2026

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 2023-00091
Parcel#: 16-01-330-003

Montgomery County Treasurer
#1 Courthouse Square Rm 101
Hillsboro, IL 62049-1137

Dear Treasurer:

Payment in full for assignment of the above referenced Certificate has been received. This Certificate should be assigned on the back **and mailed with the letter and Take Notice addressed to**

**Holland, Ryan
17216 IL Rte 185
Coffeen, IL 62107**

Additionally, the County Clerk should record this assignment on the Tax Sale Docket.

Disbursement of the funds is as follows:

Montgomery County Tax Agent	102.85
Montgomery County Clerk	20.00
Montgomery County Collector	390.81
Total	<u>\$513.66</u>

Please sign checks on the attached documents and forward them to the appropriate parties.

If you have any questions, please feel free to contact me.

Sincerely,



Keith St. Pierre
Payment Department
Montgomery County Tax Agent

MONTGOMERY COUNTY TAX AGENT

Telephone (618) 656-5744 141 St. Andrews Avenue
Toll Free (800) 248-2850 P.O. BOX 96
Fax (618) 656-5094 Edwardsville, IL 62025

February 10, 2026

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 2023-00091
Parcel #: 16-01-330-003

Montgomery County Clerk
PO Box 595
Hillsboro, IL 62049-0595

Dear Clerk:

Attached you will find a check in the amount of 20.00 as payment of the charges on the above referenced Certificate. This Certificate was assigned to:

Holland, Ryan
17216 IL Rte 185
Coffeen, IL 62107
Phone: 574-607-5119
ryanpholland@gmail.com

Please record this assignment on the Tax Sale Docket.

Sincerely,



Keith St. Pierre
Payment Department
Montgomery County Tax Agent

MONTGOMERY COUNTY TAX AGENT

Telephone (618) 656-5744 141 St. Andrews Avenue
Toll Free (800) 248-2850 P.O. BOX 96
Fax (618) 656-5094 Edwardsville, IL 62025

February 10, 2026

RE: Assignment of Tax Sale Certificate of Purchase
Certificate #: 2023-00091
Parcel #: 16-01-330-003

Holland, Ryan
17216 IL Rte 185
Coffeen, IL 62107

Dear Holland Ryan:

Enclosed is the above referenced Tax Sale Certificate of Purchase. This Certificate is assigned to you as requested. Enclosed is the 5 Month Notice mailed in accordance with 35 ILCS 200/22-5.

There are many steps that a tax certificate assignee must perform to obtain a Tax Deed. We suggest you employ an attorney to assist you in processing this to a Tax Deed. You will likely find that legal representation is invaluable in complying with the publication, service of notice, filing fees, title search, certified mail, court filings and other items as required in completing a tax deed proceeding. This process can be very complicated.

Sincerely,



Keith St. Pierre
Payment Department
Montgomery County Tax Agent

FILED
JAN 29 2025
Sandy Lethers
COUNTY CLERK

TAKE NOTICE

REF: 2023MNG2023-00091-4½MN

DOWALDER, WAYNE & TERI
616 S OAK ST
HILLSBORO, IL 62049-1740

County of MONTGOMERY
Date Premises Sold or Forfeited **October 28, 2024**
Certificate No. **2023-00091**
Sold for General Taxes of **2023**
Sold for Special Assessment of **NONE**
and special assessment number **NONE**
Warrant No. **NONE** Inst. No. **NONE**

**THIS PROPERTY HAS BEEN SOLD FOR
DELINQUENT TAXES**

Property Address: **N GRANT ST, HILLSBORO, IL 62049**

Legal Description or Property Index No. **16-01-330-003**

This notice is to advise you that a petition may be filed for a tax deed which will transfer title and the right to possession of the above-referenced property ("Property") if redemption is not made on or before the redemption deadline.

To determine the redemption deadline and the total amount you must pay to redeem the sold taxes you must immediately contact the County Clerk at the address, phone number, or email address below. Check with the County Clerk for the exact amount you owe before redeeming. Payment must be made by certified check, cashier's check, money order, or in cash to the County Clerk.

**YOU ARE URGED TO REDEEM IMMEDIATELY
TO PREVENT LOSS OF PROPERTY**

Property sold under the Property Tax Code may be redeemed by any owner or person holding an interest in the Property at any time before the following deadlines (based on property classification as of the Date of Sale):

You must redeem your taxes within one year of the Date of Sale for the following classifications:

- (1) vacant non-farm property;
- (2) property containing an improvement consisting of a structure or structures with 7 or more residential units; and
- (3) commercial or industrial property.

You must redeem your taxes within 2 1/2 years of the Date of Sale for the following classifications:

- (1) all residential property with less than 6 units; and
- (2) all other property not covered by the 1-year redemption period outlined above.

Redemption deadlines may have been extended by the certificate holder or pursuant to Illinois law. To confirm the redemption deadline, you must contact the County Clerk at the address, telephone number, or email address below. Redemption can be made at any time on or before **May 27, 2027** by applying to the County Clerk of Montgomery County, Illinois at the Office of the County Clerk in Hillsboro, Illinois. The address, telephone number, and email address for the County Clerk is as follows:

ADDRESS: **#1 Courthouse Square, Hillsboro IL 62049-1137**

TELEPHONE AND/OR EMAIL ADDRESS: **(217) 532-9530**

For further information about the redemption deadline, redemption amount, or payment process, please contact the County Clerk.

2024 16-01-330-003 Active Parcel

- Overview
- Assessment
- Corrections
- Drainage
- Exemptions
- Farmland
- Forfeiture
- Genealogy
- Legal Desc.
- Lot / Acres
- Mobile Homes
- Names
- Redemption
- Sales
- Site Address
- Tax Bill
- Tax Payments
- Tax Rates
- Refunds

Tax Sales

Year	Certificate	Type	Date Sold	Sale Status	Redeem Date	Redemption Status	Receipt No.	Penalty Date
2024	202300091	Subsequent Tax Sale	09/09/2025	Open Sale		Not Redeemed		09/10/2026
2023	202300091	Tax Sale	10/28/2024	Open Sale		Not Redeemed		04/29/2026

Sale Information

Sales Certificate 202300091
 Receipt Number
 Date Sold 10/28/2024
 Installment Sold 2nd
 Township HILLSBORO
 Tax Code 08003
 Property Class 0040
 Extension Date 05/27/2027
 Redeemed by

Amount Summary

Tax Sale Percent:	9.00%
Tax Amount:	\$82.16
Drainage Amount:	\$0.00
Penalty Amount:	\$1.23
Cost Amount:	\$104.00
Back Tax Amount:	\$0.00
Total Sale Amount:	\$187.39
Interest @ 27% :	\$50.60
Misc. Fee Total:	\$117.84
Subsequent Sales:	\$193.78
Subsequent Interest:	\$23.25
Total Due:	\$572.66

Buyer Name

MONT CO, as Trustee
 P.O. BOX 96

EDWARDSVILLE, IL 62025

Notes

NIKKI LOHMAN
MONTGOMERY COUNTY TREASURER
1 COURTHOUSE SQUARE
ROOM 101
HILLSBORO, IL 62049

FIRST DUE DATE 07/18/2025		SECOND DUE DATE 09/05/2025	
FIRST INSTALLMENT \$84.98		SECOND INSTALLMENT \$84.98	
TAX YEAR 2024	FORFEITED \$0.00	LENDING CODE	

MONTGOMERY COUNTY
REAL ESTATE TAX BILL
DUPLICATE

TAXES SOLD

LEGAL DESC: PT NW COR LOT 4 PT E 1/2 SW 200 FT X 230 FT LOTS IN HILLSBORO 8-4-745 S1 T08 R4

NAME:

DOWALDER WAYNE & TERI
 616 S OAK ST
 HILLSBORO IL 62049-

PERMANENT PARCEL NUMBER
16-01-330-003

PROPERTY CLASS	0040
ACRES	0.00
TIF TAX VALUE	0
FAIR CASH VALUE (NON-FARM)	6,120
TOWNSHIP FACTOR	1.0889

FORMULATION FOR TAX CALCULATION

LAND ASMT	1,020
BUILDING ASMT	1,020
HOME IMP/VET EXEMPTION	- 0
STATE FACTOR	X 1.0000
EQUALIZED ASSESSED VALUE (EAV)	= 2,040

TAX CODE 08003	MONTGOMERY COUNTY ITEMIZED STATEMENT	TOWNSHIP HILLSBORO
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Taxing Body	Prior Year Rate	Prior Year Tax	Current Rate	Current Tax	Pension Amount
COUNTY COMMUNITY MENTAL HEALTH	0.12186	\$2.29	0.14972	\$3.05	\$0.00
CES EXTENSION SERVICE	0.02699	\$0.51	0.02487	\$0.51	\$0.00
HILLSBORO AMB	0.05723	\$1.08	0.13913	\$2.84	\$0.00
COUNTY SENIOR SOCIAL SERVICES	0.01968	\$0.37	0.01697	\$0.39	\$0.00
COUNTY TAX	0.82529	\$15.50	0.77708	\$15.86	\$4.02
COUNTY VETERANS ASSISTANCE	0.00946	\$0.18	0.01791	\$0.37	\$0.00
LINCOLN LAND COLLEGE	0.47920	\$9.01	0.46151	\$9.41	\$0.14
HILLSBORO AREA PUBLIC LIBRARY	0.18567	\$3.49	0.17914	\$3.65	\$0.00
HILLSBORO ROAD DIST	0.52527	\$9.88	0.50571	\$10.32	\$0.72
HILLSBORO TWP	0.15412	\$2.90	0.14834	\$3.03	\$0.12
HILLSBORO UNIT 3	4.77233	\$89.72	4.40152	\$89.79	\$7.76
HILLSBORO CORP	1.56331	\$29.39	1.50704	\$30.74	\$17.68
Totals	8.74041	\$164.32	8.33094	\$169.96	\$30.34

OWNER OCCUPIED EXEMPTION	-	0
SENIOR CITIZEN EXEMPTION	-	0
SENIOR ASSESSMENT FREEZE	-	0
DISABLED VET HOMESTEAD	-	0
DISABLED PERSONS EXEMPTION	-	0
NRTL DISASTER HOMESTEAD	-	0
RETURNING VET EXEMPTION	-	0
VET/FRAT EXEMPTIONS	-	0
DRAINAGE EXEMPTION	-	0
FARM LAND ASMT	+	0
FARM BUILDING ASMT	+	0
TAXABLE VALUE (TV)	=	2,040
TAX RATE / PER \$100 TV	X	8.33094
TOTAL TAX	=	\$169.96
ENTERPRISE ZONE ABATEMENT	-	\$0.00
DRAINAGE	+	\$0.00
FORFEITED TAX	+	\$0.00
TOTAL AMOUNT DUE		\$169.96

TAX DISTRICT PENSION AND SOCIAL SECURITY TAX AMOUNTS ARE INCLUDED IN ABOVE CURRENT TAX.

Please see reverse side for important information.

16633



RETURN THIS PORTION WITH PAYMENT

TAX YEAR 2024	PERMANENT PARCEL NUMBER 16-01-330-003	
DUE DATE 07/18/2025	FIRST INSTALLMENT \$84.98	FORFEITED TAX \$0.00
DUPLICATE	AMOUNT PAID	TOTAL INSTALLMENT \$84.98
IF PAID ON OR AFTER THE DATES BELOW, AND PRIOR TO MAILING THE "DELINQUENT NOTICE", THE AMOUNT BELOW INCLUDES THE TAX AND PENALTY DUE.		
07/19/2025	\$86.25	
08/19/2025	\$87.53	

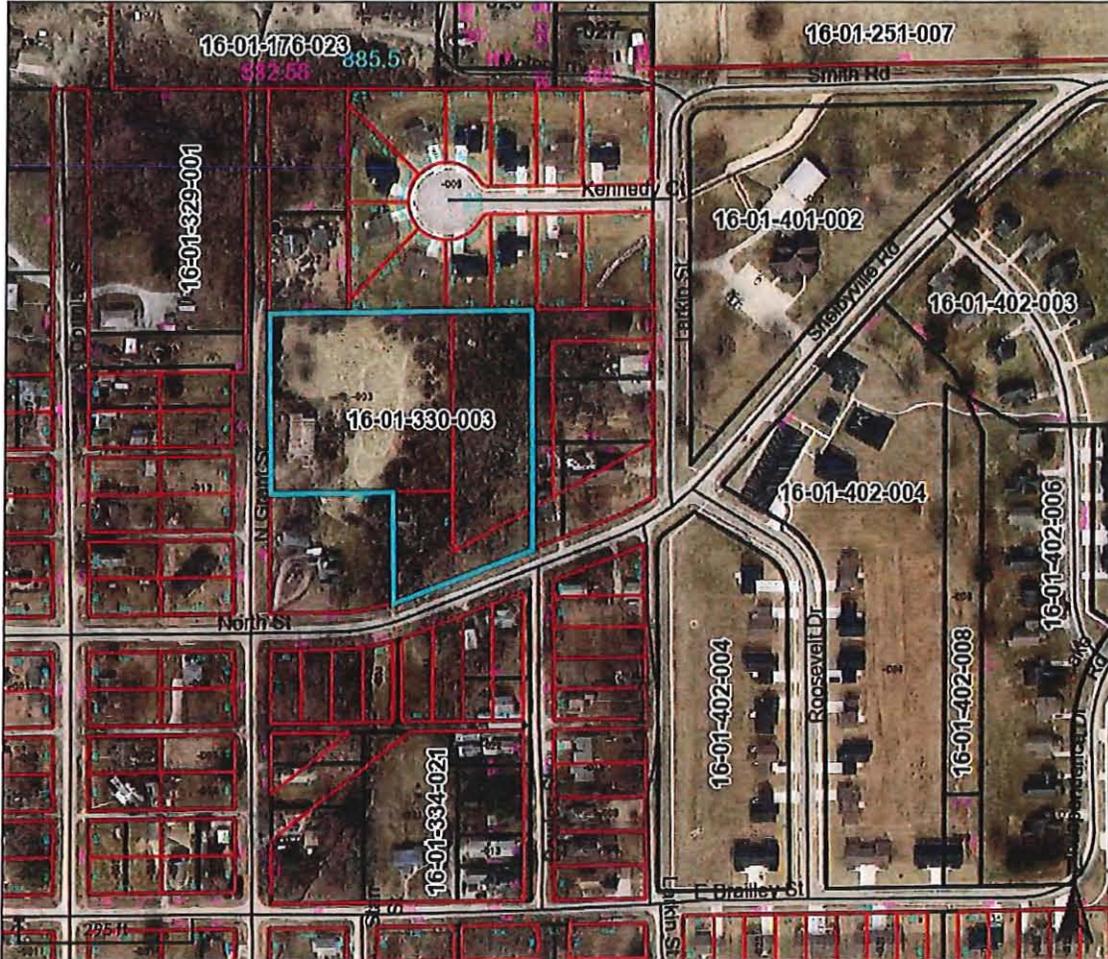
NAME: DOWALDER WAYNE & TERI
 ADDRESS: 616 S OAK ST



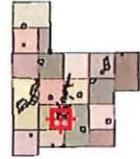
RETURN THIS PORTION WITH PAYMENT

TAX YEAR 2024	PERMANENT PARCEL NUMBER 16-01-330-003	
DUE DATE 09/05/2025	SECOND INSTALLMENT \$84.98	
DUPLICATE	AMOUNT PAID	BALANCE DUE \$84.98
IF PAID ON OR AFTER THE DATES BELOW, AND PRIOR TO MAILING THE "DELINQUENT NOTICE", THE AMOUNT BELOW INCLUDES THE TAX AND PENALTY DUE.		
09/06/2025	\$86.25	

NAME: DOWALDER WAYNE & TERI
 ADDRESS: 616 S OAK ST



Overview



Legend

- CenterLines
- Symbols
- ARROW_SYM
- HOOK_SYM
- LOT_SYM
- MISC_SYM
- PARCEL_SYM
- PROPERTY_SYM
- ROW_SYM
- SECSURV_SYM
- <all other values>
- Hydrography
- Ownership Parcels

Parcel ID	16-01-330-003	Alternate ID	n/a	Owner Address	DOWALDER WAYNE & TERI
Sec/Twp/Rng	n/a	Class	0040		616 S OAK ST
Property Address	N GRANT ST	Acreage	n/a		HILLSBORO IL 62049
	HILLSBORO IL 62049				
District	08003				
Brief Tax Description	PT NW COR LOT 4 PTE 1/2 SW 200 FT X 230 FT LOTS IN HILLSBORO 8-4-745 S1 T08 R4				
	(Note: Not to be used on legal documents)				

Date created: 2/12/2026
 Last Data Uploaded: 2/12/2026 2:21:46 AM

TAX SALE CERTIFICATE OF PURCHASE

Tax Sale Certificate: 2023-00091

Date Sold: 10/28/2024

County of Montgomery

State of Illinois

Tax Purchaser: MONT CO, as Trustee
P.O. BOX 96
EDWARDSVILLE, IL 62025

Township: HILLSBORO
Tax Code: 08003

To Whom Assessed: DOWALDER, WAYNE & TERI
616 S OAK ST
HILLSBORO, IL 62049

Mail To: DOWALDER, WAYNE & TERI
616 S OAK ST
HILLSBORO, IL 62049

2023 Tax:	\$82.16
Interest:	\$1.23
Prior Year Tax:	\$0.00
Costs:	\$10.00
Total Amount of Judgment:	\$93.39
Misc. Cost:	\$94.00
Amount of Sale:	\$187.39

Rate of Percent Sold: 9.00%

Parcel Number: 16-01-330-003 **Acres:** 0.00

Legal Description: PT NW COR LOT 4 PT E 1/2 SW 200 FT X 230 FT LOTS IN HILLSBORO 8-4-745 S1 T08 R4

I, Sandy Leitheiser, County Clerk in and for the County of Montgomery and State of Illinois, DO HEREBY CERTIFY that the above named tax purchaser did on the day above set forth, between the hours of eight o'clock A.M. and four o'clock P.M. of the said day, purchase at Public Auction, at the County Building in Hillsboro, IL, the above described real estate, situated in said Montgomery County, for the taxes, interest, penalty, and costs due and unpaid thereon for the year A.D.2023 and paid as purchase money thereon, as stated above, opposite the words "Amount of Sale".

If the redemption period expires and said property has not been redeemed, the above named purchaser or his or her assignee will upon application and compliance with the provisions of the law pertaining thereto, be entitled to a tax deed on said real estate. Provided that unless the holder of this certificate takes out the deed in the time by law and records the same within one year from and after the time for redemption expires, this certificate or deed, and the sale on which it is based, shall, after the expiration of the one year period, be absolutely void with no right to reimbursement except as provided by law.

County Clerk

IN WITNESS WHEREOF, I hereto set my name and official seal, at my office in Hillsboro, IL, dated 10/28/2024

County Collector

Certificate of Assignment

State of Illinois }
County of Montgomery } SS

In consideration of the sum of _____

I do hereby sell, assign, transfer and set over to _____
his heirs, executors, administrators and assigns, the within Certificate of Purchase, and all my right, title and interest in or to the real estate therein described, to have to hold the same to himself, his heirs, executors, administrators and assigns, to his and their sole use, benefits and behoof forever.

Given under my hand and seal, on _____, _____ A.D.

(SEAL)

I _____, do hereby surrender this Tax Sale Certificate for the purpose of cancelling said tax sale.

A.D.



PO Box 37600
Philadelphia, PA 19101-0600

Invoice

Order Date: 02/26/2026
Ship Date: 03/02/2026
Invoice Date: 03/02/2026
Due Date: 04/01/2026
TIN: 04-2896127

Sold To:

Montgomery County Clerk
PO Box 595
Hillsboro IL 62049-0595

Ship To:

Montgomery County Clerk
Sandy Leitheiser
1 Courthouse Sq Rm 102
Hillsboro IL 62049

Customer PO: leitheisersandy Order#: 189626326 Invoice #: 47978795 Account #: 3383770

Item Number	Description	Color	Qty Shipped	Price	Unit	Extended
901-DLT8311GY	Blank laser checks top 1Pt		8	\$44.19	pack	\$353.52

Your rewards savings of \$11.20 is reflected in the item prices on this invoice



View your account balance and pay invoices online!
Go to [Quill.com/billing](https://www.quill.com/billing)

Electronic Payment Info:
Quill Corporation
Account 4353724479
Routing 121000248
arpayment@quill.com

 **Always happy to help**
 800.982.3400  invoice@quill.com

Merchandise Amt: \$353.52
Tax: \$0.00
Shipping: Free
Amount Due: \$353.52

Pay this invoice or track the status of this order at [Quill.com/myaccount](https://www.quill.com/myaccount)

To ensure proper payment, include this portion along with your check to the address shown. Include your Account Number.
If you're paying multiple invoices at one time, submit each invoice stub that you would like your payment applied to.

Account Number: 3383770
Montgomery County Clerk

Payable to:

Quill LLC
P.O. Box 37600
Philadelphia, PA 19101-0600



Invoice Number: 47978795
Invoice Date: 03/02/2026
Amount Due: \$353.52
Payable in US Dollars

0011000000479787950003383770310000000353523



PO Box 37600
Philadelphia, PA 19101-0600

Invoice

Order Date: 02/26/2026
Ship Date: 02/26/2026
Invoice Date: 02/26/2026
Due Date: 03/28/2026
TIN: 04-2896127

Sold To:

Montgomery County Clerk
PO Box 595
Hillsboro IL 62049-0595

Ship To:

Montgomery County Clerk
Sandy Leitheiser
1 Courthouse Sq Rm 102
Hillsboro IL 62049

Customer PO: leitheisersandy Order#: 189626325 Invoice #: 47952508 Account #: 3383770

Item Number	Description	Color	Qty Shipped	Price	Unit	Extended
901-7-5042	#9 dbl win inv env 3-7/8X8-7/8	White	8	\$86.26	box	\$690.08
901-DLT8311GY	Blank laser checks top .1Pt		0	\$0.00		\$0.00

The item above will be shipped and billed separately

Your rewards savings of \$21.84 is reflected in the item prices on this invoice

Electronic Payment Info:

Quill Corporation
Account 4353724479
Routing 121000248
arpayment@quill.com

[Always happy to help](#)
 800.982.3400 invoice@quill.com

Merchandise Amt: \$690.08
Tax: \$0.00
Shipping: Free
Amount Due: \$690.08

Pay this invoice or track the status of this order at Quill.com/myaccount

To ensure proper payment, include this portion along with your check to the address shown. Include your Account Number.
If you're paying multiple invoices at one time, submit each invoice stub that you would like your payment applied to.

Account Number: 3383770
Montgomery County Clerk
Payable to:



Invoice Number: 47952508
Invoice Date: 02/26/2026
Amount Due: \$690.08
Payable in US Dollars

Quill LLC
P.O. Box 37600
Philadelphia, PA 19101-0600

0011000000479525080003383770310000000690088

Paragon Micro

PO Box 775695
Chicago IL 60677-5695

DUNS: 800436714
TIN: 20-0144408
CAGE CODE: 4ZHT8

Bill To:

Montgomery County
Accounts Payable
120 N. Main
Hillsboro IL 62049



Invoice

S5253634

Date:	Cust #:
20-Feb-2026	MC13611
Sales Rep	
Russo, Jeff 847-719-8417 jrusso@paragonmicro.com	

Ship To:

Montgomery County
Curt Watkins
120 N. Main
Hillsboro IL 62049

Order Name		PO #	Cost Center				
Troy MICR Toner for M607		021926					
Due Date	Shipping Method		Currency				
22-Mar-2026	FedEx Ground® (2-5 Business Days)		USD				
Notes						Terms	
						Net 30	
Tracking #							
514201931278							
Qty	MPN	Description	Notes	Serial #	Tracking	Unit Price	Total
1	02-82040-001	TROY MICR Toner Secure - Black - compatible - MICR toner cartridge - for HP LaserJet Enterprise M607, M608, M609, MFP M633; LaserJet Enterprise Flow MFP M633			514201931278	334.99	334.99
						Subtotal	334.99
						Shipping Cost (FedEx Ground® (2-5 Business Days))	0.00
						Total	334.99
						Amount Due	\$334.99

OUR REMIT TO ADDRESS: PO Box 775695, Chicago IL 60677-5695
FOR OVERNIGHT CHECK DELIVERY: PNC Bank C/O Paragon Micro Inc., Lockbox Number 775695, 350 East Devon Ave, Itasca IL 60143
FOR OUR ACH AND WIRE INFORMATION, PLEASE EMAIL AR@PARAGONMICRO.COM

Returns: In order to expedite a return, please have the following information on hand when requesting an RMA number: Customer number, invoice number, serial number, reason for return, action to take (replacement/repair/credit) and whether the box has been opened or is manufacturer sealed. • Please return all products 100% complete including all original manufacturer boxes with the UPC code and packing materials, all manuals, blank warranty cards, accessories and any other documentation included with the original shipment. RMA approval is contingent upon, among other things, the products being 100% complete. • Customer is responsible for shipping charges to Paragon's distribution center for all products being shipped for return, exchange or replacement. Products exchanged or replaced will be shipped by Paragon to Customer, at Paragon's expense, using the same shipping method as was used by Customer to ship the original products back to Paragon. If the carrier selected by Customer is not used by Paragon, a comparable shipping method will be selected. • Customer is responsible for all risk of loss and damage to products being shipped for return, exchange or replacement. Please fully insure return shipment in case of loss or damage. Please use a carrier that is able to provide you with proof of delivery such as UPS, Federal Express or Airborne Express. This is for your protection as well as to ensure quick action on your return. • Return privileges vary by manufacturer. Please contact Paragon Customer Relations at Custserv@paragonmicro.com for details. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

BUDGETING

The County adopts an annual budget and appropriation ordinance in accordance with Illinois law. The budget covers the fiscal year ending November 30, and is available for public inspection on the county website (montgomerycountyil.gov) and at the County Clerk's office in the Historic Courthouse at least 15 days prior to final adoption in compliance with 55 ILCS 5/6-1001 and 1002. The budget document is prepared for all budgetary funds using the modified accrual basis. Once the County budget has been adopted, no further appropriations shall be made during the year, except in the event of an immediate emergency at which time the County Board by a two-thirds vote may make appropriations in excess of those authorized in the original budget.

The Finance & Budget Committee and its Chair assist the County Board in the development of the annual budget. The County Board may, at its discretion, contract professional services to facilitate the budget process. The Finance & Budget Committee Chair is responsible for coordinating the budget process. The Finance & Budget Committee is responsible for ensuring the budget presented to the County Board is fiscally sustainable.

In accordance with 55 ILCS 6-1003, increases to the budget may only occur if they are an emergency. To qualify as an emergency the event must be unusual in nature and unforeseeable. It must be an immediate need that cannot wait until the following budget cycle. These adjustments must also be approved first by the Finance & Budget Committee and then by two-thirds of the County Board.

Budget Development Process

The budget development process begins in May with the Finance & Budget Committee setting wage changes for non-union employees and setting Budget Hearing dates. With the advice of the committee, the Finance & Budget Committee Chair shall issue a memo providing guidance on budget procedures, anticipated revenue or expense fluctuations, personnel policy changes and wage changes for non-union employees. In June, the County Treasurer will distribute the memo along with budget projection worksheets to all Department Heads, Elected Officials and Governing Boards operating under the County's tax levy. The worksheets require an estimate of revenues and expenses for the current fiscal year and a projection for revenues and a request for expenses in the upcoming fiscal year. Worksheets shall be completed and returned to the County Treasurer's office within 30 days.

With advice from the County Treasurer, the Finance & Budget Committee Chair shall complete revenue projections. County Board Administration, with the advice and consent of the Finance & Budget Committee Chair, shall set budget hearing dates, times and schedules over 1-3 days in July or August. Prior to the set budget hearing dates, the County Treasurer's office shall consolidate the budget worksheets into a draft budget. The Finance & Budget Committee may contract with professional services to make budget revisions during and after budget hearings. Draft Budgets shall be presented to the County Board at their regular September meeting.

In accordance with 35 ILCS 200/18-70, if the estimated aggregate tax levy is in excess of 105% of the previous fiscal year, the County Board shall hold any required Truth in Taxation Hearings. County Board Administration shall plan and schedule such hearings along with any statutorily required public notices.

The tentative budget, presented at the October County Board meeting, shall be posted for the statutorily required 15 days on the County website montgomerycountyil.gov and in at the Historic Courthouse, 1 Courthouse Square, Hillsboro IL. The final budget shall be adopted at an open meeting in November. The adoption of the budget requires an affirmative vote of at least a majority of all members of the County Board. The final budget will be posted by December 1 at both the Historic Courthouse and online at montgomerycountyil.gov. The County Board shall approve the annual Appropriation Ordinances required to fund the budget after the budget is adopted at the same open meeting in November.

Budget Development Schedule

- | | | |
|-------------|---|-----------------------------|
| • April | Set wage changes & starting salary | F&B Committee, County Board |
| • April | Set elected officials salaries (even years) | F&B Committee, County Board |
| • June | Set budget hearing dates | F&B Committee, County Board |
| • June | Issue budget memo & worksheets | Treasurer |
| • July | Collect & compile worksheets | Treasurer |
| • July | Schedule budget hearings | County Board Admin |
| • August | Conduct budget hearings | F&B Committee |
| • September | Present draft budget | County Board Admin |
| • September | Schedule Truth in Taxation hearings | County Board Admin |
| • September | Post tentative budget | County Clerk |
| • October | List budget changes | Treasurer |
| • November | Adopt final budget & ordinances | County Board |