

Intergovernmental Agreement

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

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

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

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

WITNESSETH:

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

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2024 to June 30, 2025 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By: _____
Chairperson, Shelby County Board

ATTEST:

Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and
corporate

By: _____
Chairperson, Montgomery County Board

ATTEST:

Montgomery County Clerk

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION

IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2025, beginning on July 1, 2024 and ending on June 30, 2025.

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

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

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

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

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

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

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

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

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

APPROVED by the Chairman of the Montgomery County Board, this _____ day of _____ 2024 and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members _____

PRESENT _____

AYE _____

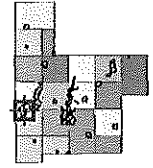
NAY _____

Clerk of Montgomery County, Illinois



Chairman of Montgomery County, Illinois



Overview



Legend

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

Parcel ID	10-28-100-006	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY
Sec/Twp/Rng	n/a	Class	0090		1 COURTHOUSE SQ
Property Address	HISTORIC ROUTE 66	Acreage	8.15		ROOM 101
	LITCHFIELD IL 62056				Hillsboro IL 62049
District	11010				
Brief Tax Description	FORMER I C G RR ACROSS SEC 28 9-5-RR-7 S28 T09 R5				
	(Note: Not to be used on legal documents)				

Date created: 1/8/2024
 Last Data Uploaded: 1/8/2024 5:59:06 AM

**MONTGOMERY COUNTY
HRA USAGE PER FUND
FY24**

Office	December HRA	January HRA	February HRA	March HRA	April HRA	May HRA	June HRA	July HRA	August HRA	September HRA	October HRA	November HRA
General Fund	\$549	\$0										
Public Health	\$3,884	\$10,553										
Highway	\$0	\$0										
Record Keep-County Clerk	\$0	\$0										
Automation-County Clerk	\$0	\$0										
Child Support	\$0	\$0										
Animal Control	\$0	\$0										
911	\$0	\$3,500										
Grand Total	\$4,433	\$14,053	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY22 Total	Office
\$ 549	General Fund
\$ 14,437	Public Health
\$ -	Highway
\$ -	Record Keep-County Clerk
\$ -	Automation-County Clerk
\$ -	Child Support
\$ -	Animal Control
\$ 3,500	911
\$ 18,486	Grand Total

Member Advocacy Program

Dev. & Personnel Com
2a

2023 Year-End Report

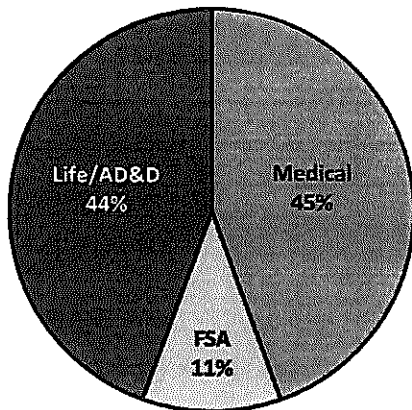
Type of Inquiry + Line of Coverage	Total Inquiries	Advocacy Hours	Client Value (Savings)	Member Value or Savings	Total Value
Claim Denial	3	5	\$150.00	\$988.00	\$1,138.00
Medical	3	5	\$150.00	\$988.00	\$1,138.00
Claim Inquiry (General)	4	4.25	\$127.50	\$47,253.30	\$47,380.80
HRA	2	1.5	\$45.00	\$1,359.30	\$1,404.30
Life/AD&D	1	2	\$60.00	\$45,000.00	\$45,060.00
Medical	1	0.75	\$22.50	\$894.00	\$916.50
General Benefit Inquiry	31	14.75	\$442.50	\$252.14	\$694.64
Dental	4	3.5	\$105.00	\$252.14	\$357.14
FSA	4	1.75	\$52.50		\$52.50
HSA	1	0.25	\$7.50		\$7.50
Life/AD&D	4	1.25	\$37.50		\$37.50
Medical	18	8	\$240.00		\$240.00
Pharmacy/Rx	1	0.25	\$7.50		\$7.50
Medical	1	0.25	\$7.50		\$7.50
Prior Authorization	1	0.75	\$22.50		\$22.50
Medical	1	0.75	\$22.50		\$22.50
Provider Bill Discrepancy	2	1.75	\$52.50	\$1,029.45	\$1,081.95
Medical	2	1.75	\$52.50	\$1,029.45	\$1,081.95
Grand Total	42	26.75	\$802.50	\$49,522.89	\$50,325.39

Member Advocacy Program

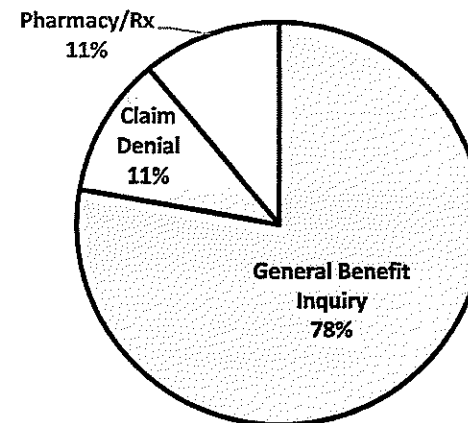
Client Value At-A-Glance

Montgomery County Q4 & Year-End Report					
	Q1	Q2	Q3	Q4	YTD
Total # of Inquiries	22	7	4	9	33
Phone Calls	11	5	3	3	19
Emails	11	2	1	6	14
Total Advocacy Hours	14.75	3.25	5	3.75	26.75
Client Value	\$442.50	\$97.50	\$150.00	\$112.50	\$802.50
Member Value	\$48,282.75	\$252.14	\$988.00	\$0	\$49,522.89
Total Value Creation	\$48,725.25	\$349.64	\$1,138.00	\$112.50	\$50,325.89

LINE OF COVERAGE



TYPE OF INQUIRY



Member Advocacy Program

Value by Inquiry Type & Line of Coverage

Type of Inquiry + Line of Coverage	# of Inquiries	Advocacy Hours	Client Value ¹ (Savings)	Member Value ² or Savings	Total Value
Claim Denial	1	1	\$30.00		\$30.00
Medical	1	1	\$30.00		\$30.00
General Benefit Inquiry³	7	2.5	\$75.00		\$75.00
FSA	1	0.5	\$15.00		\$15.00
Life/AD&D	4	1.25	\$37.50		\$37.50
Medical	2	0.75	\$22.50		\$22.50
Pharmacy/Rx	1	0.25	\$7.50		\$7.50
Medical	1	0.25	\$7.50		\$7.50
Grand Total	9	3.75	\$112.50		\$112.50

¹Client Value is representative of the time spent assisting members times an average hourly rate of \$30. This rate is intended to represent an average HR or Benefits position salary and is meant to reflect the time and money saved for the client through our advocacy efforts.

²Member Value is representative of one or more of the following: direct money saved for a member through a successful resolution by an advocate, or the estimated value of the benefit that applies to the inquiry assistance or guidance was provided for.

³General Benefit Inquiry includes any inquiry that is not directly related to a pre- or post-service claim. For example, ID card requests, general benefit and coverage questions, network provider search, rates and contributions confirmation, etc.

Member Advocacy Program

Detailed Report of Inquiries (No PHI)

Type of Issue	Line of Coverage	Carrier	Received Date	Total Hours	Client Value	Member Value	Total Value Creation	Method	General Description
General Benefit Inquiry	FSA	UHC	10/16/2023	0.5	\$ 15.00		\$ 15.00	Call	FSA contribution inquiry.
General Benefit Inquiry	Life/AD&D	UHC	10/23/2023	0.25	\$ 7.50		\$ 7.50	Email	EOI form request for Life/AD&D policy.
General Benefit Inquiry	Medical	UHC	10/25/2023	0.25	\$ 7.50		\$ 7.50	Call	Error in Benefit Guide, confirmed correct network for HR.
General Benefit Inquiry	Medical	UHC	11/3/2023	0.5	\$ 15.00		\$ 15.00	Email	Coverage questions regarding imaging and copayments. Sent information and SBC to member.
Claim Denial	Medical	UHC	11/7/2023	1	\$ 30.00		\$ 30.00	Email	Member received denial of diabetic supplies. Confirmed with UHC that the specific brand is not on the formulary and requires step therapy in order to approve. Also, confirmed there are free alternatives available. Provided all info and guidance to member to proceed.
General Benefit Inquiry	Life/AD&D	UHC	11/14/2023	0.25	\$ 7.50		\$ 7.50	Email	EOI form submission to UHC.
General Benefit Inquiry	Life/AD&D	UHC	11/14/2023	0.25	\$ 7.50		\$ 7.50	Email	EOI form submission to UHC.
Pharmacy/Rx	Medical	UHC	11/20/2023	0.25	\$ 7.50		\$ 7.50	Call	Rx inquiry, confirmed coverage is not available for specific Rx.
General Benefit Inquiry	Life/AD&D	UHC	11/27/2023	0.5	\$ 15.00		\$ 15.00	Email	Inquiry regarding retiree benefit coverage. UHC advised yes (coverage can continue) but submission of form to UHC is required.



Dev + Pers. Com

MCEDC

2023

#3

MONTGOMERY COUNTY ECONOMIC DEVELOPMENT CORPORATION						
2024 OPERATING BUDGET						
as of 1/31/2024						
	BUDGET		RECEIVED	DIFFERENCE	% OF INCOME	% RECEIVED
INCOME						
MEMBERSHIP DUES						
CARRY OVER ACCT BALANCE (1/1/24)	\$165,540.03		\$165,540.03	\$0.00	75.71%	
COUNTY	\$15,000.00			\$15,000.00	6.86%	0.00%
MUNICIPAL GOV & ASSOC	\$20,199.50			\$20,199.50	9.24%	0.00%
BUSINESS & INDUSTRY - GOVERNING	\$12,500.00		\$3,000.00	\$9,500.00	5.72%	24.00%
BUSINESS & INDUSTRY - ASSOCIATE	\$2,450.00		\$800.00	\$1,650.00	1.12%	32.65%
INDIVIDUAL-GOVERNING	\$750.00		\$250.00	\$500.00	0.34%	33.33%
INDIVIDUAL-ASSOCIATE	\$200.00		\$100.00	\$100.00	0.09%	50.00%
DONATIONS	\$1,000.00			\$1,000.00	0.46%	0.00%
SPECIAL EVENTS (FUNDRAISERS)	\$1,000.00			\$1,000.00	0.46%	0.00%
Interest received			\$373.45			
Budget Total	Total	\$218,639.53				
Total projected income	\$218,639.53		\$170,063.48	\$48,949.50	100.00%	77.78%
EXPENSE						
			EXPENSED	Balance Remaining	% OF Budget	% USED
BUSINESS RETENTION & EXPANSION						
EXECUTIVE DIRECTOR SALARY	\$33,000.00		\$1,871.49	\$31,128.51	47.51%	5.67%
EXECUTIVE DIRECTOR EXPENSE	\$500.00		\$269.39	\$230.61	0.72%	53.88%
PROFESSIONAL DEVELOPMENT \TRAINING	\$1,400.00			\$1,400.00	2.02%	0.00%
BUSINESS LEGISLATIVE BREAKFAST	\$750.00			\$750.00	1.08%	0.00%
GRANT WRITER CONTRACT	\$6,600.00			\$6,600.00	9.50%	0.00%
MEETING (annual meeting of members)	\$1,000.00			\$1,000.00	1.44%	0.00%
MEMBERSHIP DUES / SUBSCRIPTIONS	\$1,500.00			\$1,500.00	2.16%	0.00%
GENERAL OPERATING EXPENSE	\$2,500.00		\$72.51	\$2,427.49	3.60%	2.90%
COMMUNICATIONS / MARKETING	\$1,000.00			\$1,000.00	1.44%	0.00%
Montgomery County Community Foundation	\$4,000.00			\$4,000.00	5.76%	0.00%
TOURISM	\$4,000.00			\$4,000.00	5.76%	0.00%
EMPLOYER TAXES DUE	\$13,210.44		\$1,100.87	\$12,109.57	19.02%	8.33%
Total Expense	\$69,460.44		\$3,314.26	\$66,146.18	100.00%	4.77%
Projected Ending Balance	\$149,179.09					

TOTAL ACCOUNT BALANCE AS OF 1/31/24 = \$166,673.09

2024

MONTGOMERY COUNTY ECONOMIC DEVELOPMENT CORPORATION						
2024 OPERATING BUDGET						
As of	1/31/2024					
	BUDGET		RECEIVED	DIFFERENCE	% OF INCOME	% RECEIVED
INCOME						
MEMBERSHIP DUES						
CARRY OVER ACCT BALANCE (1/1/24)	\$165,540.03		\$165,540.03	\$0.00	75.71%	
COUNTY	\$15,000.00			\$15,000.00	6.86%	0.00%
MUNICIPAL GOV & ASSOC	\$20,199.50			\$20,199.50	9.24%	0.00%
BUSINESS & INDUSTRY - GOVERNING	\$12,500.00		\$3,000.00	\$9,500.00	5.72%	24.00%
BUSINESS & INDUSTRY - ASSOCIATE	\$2,450.00		\$800.00	\$1,650.00	1.12%	32.65%
INDIVIDUAL-GOVERNING	\$750.00		\$250.00	\$500.00	0.34%	33.33%
INDIVIDUAL-ASSOCIATE	\$200.00		\$100.00	\$100.00	0.09%	50.00%
DONATIONS	\$1,000.00			\$1,000.00	0.46%	0.00%
SPECIAL EVENTS (FUNDRAISERS)	\$1,000.00			\$1,000.00	0.46%	0.00%
Interest received			\$373.45			
Budget Total	Total	\$218,639.53				
	Total projected income	\$218,639.53	\$170,063.48	\$48,949.50	100.00%	77.78%
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EXECUTIVE DIRECTOR EXPENSE	\$500.00		\$269.39	\$230.61	0.72%	53.88%
PROFESSIONAL DEVELOPMENT \TRAINING	\$1,400.00			\$1,400.00	2.02%	0.00%
BUSINESS LEGISLATIVE BREAKFAST	\$750.00			\$750.00	1.08%	0.00%
GRANT WRITER CONTRACT	\$6,600.00			\$6,600.00	9.50%	0.00%
MEETING (annual meeting of members)	\$1,000.00			\$1,000.00	1.44%	0.00%
MEMBERSHIP DUES / SUBSCRIPTIONS	\$1,500.00			\$1,500.00	2.16%	0.00%
GENERAL OPERATING EXPENSE	\$2,500.00		\$72.51	\$2,427.49	3.60%	2.90%
COMMUNICATIONS / MARKETING	\$1,000.00			\$1,000.00	1.44%	0.00%
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EMPLOYER TAXES DUE	\$13,210.44		\$1,100.87	\$12,109.57	19.02%	8.33%
	Total Expense	\$69,460.44	\$3,314.26	\$66,146.18	100.00%	4.77%
	Projected Ending Balance	\$149,179.09				

TOTAL ACCOUNT BALANCE AS OF 1/31/24 = \$166,673.09

to Committee
 from Emily Gertl
 2/5/24

Partners for Pets Pricing

St. Jacob, I & C

Feline	
Spay	Sterilize (a female animal) by removing the ovaries
Neuter	Castration of (a male animal) by removing sex organs
Ear Tip	Symbol of a cat that has been sterilized and vaccinated
FVRCP Vaccination	Vaccination protecting against (1) Feline Viral Rhinotracheitis (2) Feline Calicivirus (3) Feline Panleukopenia
Rabies Vaccination	Vaccination against Lyssavirus (Rabies)
Post-OP Pain Meds	Pain Medicine for after surgery
Microchip	A small, electronic chip inserted into animals back, registered to owner with identifying information
Total	\$30.00

K9	
Spay	Sterilize (a female animal) by removing ovaries
Neuter	Castration of (a male animal) by removing sex organs
DHLP/DHP + PV Vaccination	Vaccination protecting against (1) Canine Distemper (2) Hepatitis (3) Parainfluenza (4) Leptospirosis (5) Parvovirus
Post-OP Pain Meds	Pain Medicine for after surgery
Total	\$75.00
Add-Ons	
K9 Rabies Vaccination	Vaccination against Lyssavirus (Rabies)
Canine Bordetella	Immunization to protect against infectious respiratory diseases
Microchip	A small, electronic chip inserted into animals back, registered to owner with identifying information

K9 Rabies is a \$5.00 add-on.

Bordetella is a \$5.00 add-on.

A microchip is a \$10.00 add-on.

to Com. from Emily Gerl
2/5/24

Probst Pricing

Feline	
Spay *Additional charge if pregnant*	Sterilize (a female animal) by removing the ovaries \$140.00
Neuter	Castration of (a male animal) by removing sex organs \$75.00
FVRCP Vaccination	Vaccination protecting against (1) Feline Viral Rhinotracheitis (2) Feline Calicivirus (3) Feline Panleukopenia \$29.50
Rabies Vaccination	Vaccination against Lyssavirus (Rabies) \$15.00
Post-OP Pain Meds	Pain Medicine for after surgery Not offered
Microchip	A small, electronic chip inserted into animals back, registered to owner with identifying information \$40.00
Total	\$197.50 - \$132.50

Probst

K9	
Spay	Sterilize (a female animal) by removing ovaries
30lbs & Under	\$150.00
31 – 50lbs	\$165.00
51 – 80lbs	\$195.00
81 – 100lbs *Must be approved by vet*	\$250.00
101lbs & Over	Individually Priced
Additional charge if pregnant	
Neuter	Castration of (a male animal) by removing sex organs
30lbs & Under	\$120.00
31 – 50lbs	\$135.00
51 – 80lbs	\$160.00
81 – 100lbs	\$200.00
101lbs & Over	Individually Priced
DHLP/DHP + PV Vaccination	Vaccination protecting against (1) Canine Distemper (2) Hepatitis (3) Parainfluenza (4) Leptospirosis (5) Parvovirus \$17.50
Post-OP Pain Meds	Pain Medicine for after surgery Not offered
K9 Rabies Vaccination	Vaccination against Lyssavirus (Rabies) \$15.00
Canine Bordetella	Immunization to protect against infectious respiratory diseases \$20.00
Microchip	A small, electronic chip inserted into animals back, registered to owner with identifying information \$40.00

Animal Doctor Pricing

Feline	
Spay	Sterilize (a female animal) by removing the ovaries
Neuter	Castration of (a male animal) by removing sex organs

Spay = \$70.00

Neuter = \$35.00

K9	
Neuter	Castration of (a male animal) by removing sex organs
25lbs & Under	\$60.00
25.1 - 50lbs	\$75.00
51 - 75lbs	\$90.00

As of right now, Animal Doctor is not offering the service of K9 Spays

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

Forth revision: February 13, 2024

- I. INTRODUCTION
 - A. TITLE
 - B. PURPOSE
- II. DEFINITIONS
- III. APPLICABILITY
- IV. PROHIBITION
- V. PERMITTING
- VI. WECS CONSTRUCTION PERMIT APPLICATION
- VII. DESIGN AND INSTALLATION
 - A. DESIGN SAFETY CERTIFICATION
 - B. CONTROLS AND BRAKES
 - C. ELECTRICAL COMPONENTS
 - D. COLOR
 - E. COMPLIANCE WITH THE FEDERAL AVIATION ADMINISTRATION
 - F. WARNINGS
 - G. CLIMB PREVENTION
 - H. SETBACKS
 - I. AGRICULTURE DAMAGE REPAIR
 - J. USE OF PUBLIC ROADS
 - K. HEIGHT
 - L. LIGHTING
 - M. MINIMUM ROTOR OR WIND VANE CLEARANCE
 - N. COMPLIANCE
 - O. PROJECT CHANGES
- VIII. OPERATION
 - A. MAINTENANCE
 - B. INTERFERENCE
 - C. COORDINATION WITH MONTGOMERY COUNTY EMERGENCY MANAGEMENT AGENCY
 - D. MATERIALS HANDLING, STORAGE, AND DISPOSAL
- IX. NOISE LEVEL
- X. SHADOW FLICKER
- XI. BIRDS, BATS, AND OTHER WILDLIFE
- XII. PUBLIC PARTICIPATION
- XIII. LIABILITY INSURANCE
- XIV. DECOMMISSIONING PLAN
- XV. FEE SCHEDULE
- XVI. PUBLIC NUISANCE DEFAULTS AND REMEDIES
- XVII. SEVERENCE
- XVIII. LEGAL PROVISION
- XIX. INDEMNIFICATION

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 decommissioning 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.

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 a 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 *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* 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 phenomena 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 will only be held 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 Economic Development Committee for review and recommendation to County Board. Approval or Denial of application will be made by the full County Board.

- B. The 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. Upon submittal of an application for a WECS, the Applicant shall submit a certified check to Montgomery County in the amount of \$50,000. This amount shall be placed in a guaranteed money market account that will be used to cover the County's cost incurred during the application review. Should the actual costs to the County exceed \$50,000, the Applicant shall be responsible for those costs and shall remit additional funds within 15 days of the notice from the County. Any amount remaining in the account after the County renders its decision and all bills and invoices have been paid shall be refunded to the applicant. The 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
- I. to be submitted to the County Coordinating Office.
- J. 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.
- K. Following application approval, the Applicant is eligible to apply for WECS Construction Permit.

- L. 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.
- M. 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.
- N. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
- O. 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 over speed 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 over speed 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 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 like kind 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 (Le. 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 Backs Prohibitions and Requirements

A. Setback Description

Setback Distance

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	1.1 times the maximum blade tip height of the
Transmission and Distribution Facilities	wind tower to the nearest edge of the property
(not including Overhead Utility Service	line, easement, or right of way containing the
Lines to individual houses or outbuildings)	overhead line.
Overhead Utility Service Lines to Individual Houses or out buildings	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 Economic 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. Upon submittal of a Siting Application for a WECS, the Applicant shall submit a certified check to Montgomery County in the amount of \$50,000. This amount shall be placed in a guaranteed money market account that will be used to cover the County's cost incurred during the application review. Should the actual costs to the County exceed \$50,000, the applicant shall be responsible for those costs and shall remit additional funds within 15 days of the notice from the County. Any amount remaining in the account after the County renders its decision and all bills and invoices have been paid shall be refunded to the applicant. The county requests that applicant file ten copies of the Siting 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 one year of the approved application, the permits are no longer valid and all fees are forfeited.

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.

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 Wind Application
Appendix B: EXAMPLE Construction Permit
Appendix C: EXAMPLE Operating Permit

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 _____ day of _____, A.D. 2024, by the County Board of Montgomery County.

Doug Donaldson, Chairman

Attest: _____
Sandy Leitheiser, County Clerk

Montgomery County, State of Illinois
#1 Courthouse Square, Hillsboro, IL 62049
217-532-9577
<http://montgomerycountycityil.gov>

APPENDIX A

PETITION / SITING APPLICATION / REQUEST FOR A WECS (Wind Energy Conversion System) 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, requires 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" by the Board. 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 Petitioner's 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, will prepare its Findings of Facts and may then take action regarding issuance of a Construction Permit.

Notice of the Public Hearing.

The County Board shall hold 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 sixty (60) days of the Public Hearing.

Anyone with concerns can call 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 of \$50,000.00 via certified check 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 _____

(If not, attach a separate sheet explaining why.)

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, a \$50,000 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 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.

Please call 217-532-9577 or 217-532-9588

Email: cbadmins@montgomerycountyil.gov

APPENDIX B

Notification of WECS Construction Permit – Montgomery County, Illinois

All persons shall be required to post notice, on site, of a WICS construction in unincorporated areas of Montgomery County. Failure to file a Notification of WICS Construction Permit prior to starting 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.

Step 1 - Supervisor of Assessments Office of Building Construction/Improvement

Phone: 217-532-9595 / Sup of Assessments #1 Courthouse Square 2nd floor, Hillsboro, IL 62049

Company Name of Applicant/Petitioner: _____

Contact Name and Title: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Property No.: _____ Notification No.: _____

Name of Property Owner(s): _____

Current Address: _____ City: _____ State: _____ Zip: _____

Property owner Phone No.: _____ Alternate No.: _____

Estimated Start Date: _____ Cost Estimate: \$ _____

Legal Description

Township Name: _____ Sec: _____ Twp: _____ Range: _____

Legal Description: _____

Lot/Land Size: _____ Tax Group Code No: _____

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

Signature: _____ Date: _____

Step 2 - Highway Dept. Engineer to obtain Flood Plains & Subdivision Approval

Phone: 217-532-6109 / Mont. Co. Highway Engineer, 11159 IL Rt. 185, Hillsboro, IL 62049

Is the proposed development within or near the approximate floodplain as shown on FEMA Flood Hazard Boundary Maps? Yes No N/A

- If yes, the developer must obtain a Development Permit from the Montgomery County Highway Engineer prior to starting any construction.
 - Has a development permit been approved? Yes No N/A

Signature: _____ Date: _____

Step 3 - New 911 address (each WECS tower will need a 911 address)

Phone: 217-532-9563 / Mont. Co. 911 Coordinator, 140 N. Main St., Hillsboro, IL 62049

Your new locatable 911 address is: _____

Address: _____ City: _____ Zip Code: _____

Emergency Response Agencies: _____

Ambulance Agency: _____ Police Agency: _____ Fire Agency: _____

Is a paid Fire Contract required to have this fire department respond? Yes No

Contact Phone Number for Fire Protection Contract: _____

Signature: _____ Date: _____

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 wind generated power. (APPENDIX C)

WECS (Wind Energy Conversion Systems) Operating Permit

Montgomery County, Illinois

APPENDIX C

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 wind power, shall constitute an offense punishable by a fine up to \$1,000.00 for the first violation and \$500 for each month the violation is not corrected. **TO BE ENFORCED BY THE COUNTY BOARD CHAIR.**

Date: _____ Approved Disapproved

Operating Permit No. _____

Signature: _____ Title: _____

DO NOT WRITE ABOVE THIS LINE

Property Information:

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

Legal Description: Attached Legal Description

Company Name:

Contact Name and Title:

Mailing Address:

Phone Number: _____ Email: _____

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

Mailing Address:

Phone Number: _____

Conditions of Permit:

In applying for and obtaining a WECS (Wind Energy Conversion Systems) Permit from the Montgomery County Assessor's Office, the Applicant agrees to comply with the laws, rules and regulations set forth by the State of Illinois and the Montgomery County WECS 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

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

Amended 2/13/24

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 Surface:* 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.
2. The County Board shall not approve any permit until a public hearing is held 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.
3. 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.
4. The County Board may provide for a final site inspection before the facility is authorized to become operational.
5. An emergency contact name and phone number must be posted at the point of access on all solar developments.
6. 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.
7. 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.
8. The provisions of this Ordinance shall be administered and enforced by personnel of the Montgomery County Board or their authorized agents.

9. 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.
10. Application shall comply with the standards established by this Ordinance.
11. All copies of the plan must be submitted, signed and sealed by a professional engineer, licensed in the State of Illinois.
12. 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.
13. 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.
14. 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.
15. 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.

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 (ALMA) 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 around the perimeter of the exterior 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. 2024, by the County Board of Montgomery County.

Attest: _____

Doug Donaldson, Chairman

Sandy Leitheiser, County Clerk

Montgomery County, State of Illinois
#1 Courthouse Square, Hillsboro, IL 62049
217-532-9530
<http://montgomerycountyil.gov>

APPENDIX A

**PETITION / APPLICATION / REQUEST FOR A Solar Farm or
Solar Garden Construction Permit. (Revised and effective 2-13-2024)**

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 requires, 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" by the Board. 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 is 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 hold 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. D2. 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 sixty (60) 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 of \$2,500.00 Date paid: _____ Check number: _____

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 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 for a Solar Garden is \$2,500.00 and the application fee for a Solar Farm Permit is \$2,500.00.
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 Solar Garden or Farm Construction Permit – Montgomery County, Illinois

APPENDIX B

All persons shall be required to post notice, on site, of a Solar Garden or Farm construction in unincorporated areas of Montgomery County. Failure to file a Notification of Solar Garden or Farm Construction Permit prior to starting 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.

Step 1 - Supervisor of Assessments Office of Building Construction/Improvement

Phone: 217-532-9595 / Sup of Assessments #1 Courthouse Square 2nd floor, Hillsboro, IL 62049

Check One:

Solar Garden Solar Farm

Company Name of Applicant/Petitioner: _____

Contact Name and Title: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Property No.: _____ Notification No.: _____

Name of Property Owner(s): _____

Current Address: _____ City: _____ State: _____ Zip: _____

Property owner Phone No.: _____ Alternate No.: _____

Estimated Start Date: _____ Cost Estimate: \$ _____

Legal Description

Township Name: _____ Sec: _____ Twp: _____ Range: _____

Legal Description: _____

Lot/Land Size: _____ Tax Group Code No: _____

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

Signature: _____ Date: _____

Step 2 - Highway Dept. Engineer to obtain Flood Plains & Subdivision Approval

Phone: 217-532-6109 / Mont. Co. Highway Engineer, 11159 IL Rt. 185, Hillsboro, IL 62049

Is the proposed development within or near the approximate floodplain as shown on FEMA Flood Hazard Boundary Maps? Yes No N/A

- If **yes**, the developer must obtain a Development Permit from the Montgomery County Highway Engineer prior to starting any construction.

○ Has a development permit been approved? Yes No N/A

Signature: _____ Date: _____

Step 3 - New 911 address

Phone: 217-532-9563 / Mont. Co. 911 Coordinator, 140 N. Main St., Hillsboro, IL 62049

Your new locatable 911 address is: _____

Address: _____ City: _____ Zip Code: _____

Emergency Response Agencies: _____

Ambulance Agency: _____ Police Agency: _____ Fire Agency: _____

Is a paid Fire Contract required to have this fire department respond? Yes No

Contact Phone Number for Fire Protection Contract: _____

Signature: _____ Date: _____

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 solar generated power. (APPENDIX C)

Solar Garden or Solar Farm Operating Permit

Montgomery County, Illinois

APPENDIX C

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 solar generated power. (APPENDIX C)

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 No. _____

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 the Montgomery County Assessor's Office, 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.

Montgomery County

RESOLUTION _____

**A resolution for Support of the
Great Rivers & Routes Tourism Bureau
f/k/a Alton Regional Convention and Visitor Bureau**

WHEREAS, Montgomery County recognizes the need of a professional and comprehensive approach for the marketing and development of tourism in and around **Montgomery County** and endorses the Great Rivers & Routes Tourism Bureau for promotional efforts in representing the **Montgomery County** tourism area.

NOW THEREFORE BE IT RESOLVED, that the **MONTGOMERY COUNTY BOARD** endorses and supports the Great Rivers & Routes Tourism Bureau as the official State Certified Bureau for **Montgomery County** in its tourism representation through fiscal Year 2024.

PRESENTED, APPROVED and RESOLVED by The Montgomery County Board,
Montgomery County, Illinois on this 13th day of February 2024.

Doug Donaldson, Chairman
Montgomery County Board

ATTEST:

Sandy Leitheiser, County Clerk and Recorder

MONTGOMERY COUNTY 2024 Road Districts MFT Letting February 5, 2024 @ 9:00 A.M.					NAME AND ADDRESS OF BIDDERS		Dunn Company 724 North Mercer Street Decatur, Illinois 62522			
					APPROVED ESTIMATE		NO RETURNED	BID		
MATERIAL	GROUP NO.	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
BIT. MIX FOR MAINT., M19-07 See mileage differential to be added. AUDUBON Road District Section 24-01000-00-GM	1	Picked up by road district	Ton	100	96.00	\$ 9,600.00	NO BID	\$ -	\$ -	\$ -
BITUMINOUS MIXTURE, M120-16 See mileage differential to be added. AUDUBON Road District Section 24-01000-00-GM	2	Picked up by	Ton	145	132.00	\$ 19,140.00	NO BID	\$ -	\$ -	\$ -
								\$ -		\$ -
								\$ -		\$ -
		road district						\$ -		\$ -
TOTAL - Groups 1 & 2		As Read				\$ 19,140.00		\$ -		\$ -
		As Corrected						\$ -		\$ -

MONTGOMERY COUNTY 2024 Road Districts MFT Letting February 5, 2024 @ 9:00 A.M.					NAME AND ADDRESS OF BIDDERS		LOUIS MARSCH, INC. PO Box 42 Morrisonville Illinois 62546			
					APPROVED ESTIMATE		Cashier's Check #1218713		01/31/2024 \$5,000.00	
MATERIAL	GROUP NO.	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
BIT. PREMX, CA15/16 CHIPMIX BUTLER GROVE Road District Section 24-03000-00-GM	5	Furnish and Deliver to Road District	Ton	25	95.00	\$ 2,375.00	AWARDED 96.45	\$ 2,411.25		\$ -
BIT. MIXTURE FOR STABILIZED BASE CA 7 MIX BUTLER GROVE Road District Section 24-03000-00-GM	6	Furnish and Deliver to Road District	Ton	25	87.00	\$ 2,175.00	AWARDED 87.95	\$ 2,198.75		\$ -
TOTAL - Groups 5 & 6		As Read As Corrected				\$ 4,550.00		\$ 2,198.75		\$ -

MONTGOMERY COUNTY 2024 Road Districts MFT Letting February 5, 2024 @ 9:00 A.M.					NAME AND ADDRESS OF BIDDERS		BEELMAN LOGISTICS, LLC One Racehorse Drive P.O. Box 17655 East St. Louis, Illinois 62205			
					APPROVED ESTIMATE		Cashier's Check #2400274177	01/29/2024 \$5,000.00		
MATERIAL	GROUP NO.	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
SEAL COAT AGGREGATE (CA 13 CRUSHED SLAG) EAST FORK Road District Section 24-04000-00-GM	7	Furnish and Deliver to Road District	Ton	750	31.00	\$ 23,250.00	32.10 *AWARDED	\$ 24,075.00		\$ -
TOTAL - Group 7		As Read As Corrected				\$ 23,250.00		\$ -		\$ -

MONTGOMERY COUNTY
 2024 Road Districts MFT Letting
 February 5, 2024 @ 9:00 A.M.

NAME AND ADDRESS
 OF
 BIDDERS

BEELMAN LOGISTICS, LLC
 One Racehorse Drive
 P.O. Box 17655
 East St. Louis, Illinois 62205

APPROVED
 ESTIMATE

Cashier's Check
 #2400274177

01/29/2024
 \$5,000.00

MATERIAL	GROUP NO.	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
SEAL COAT AGGREGATE (CA/CM 13) (Limestone Only) HILLSBORO Road District Section 24-08000-00-GM	10	Furnish and Deliver to Road District	Ton	1,000	30.50	\$ 30,500.00	\$ 31.75 *AWARDED	\$ 31,750.00		\$ -
TOTAL - Group 10		As Read As Corrected				\$ 30,500.00		\$ 31,750.00		\$ -

MONTGOMERY COUNTY 2024 Road Districts MFT Letting February 5, 2024 @ 9:00 A.M.					NAME AND ADDRESS OF BIDDERS		LOUIS MARSCH, INC. PO Box 42 Morrisonville Illinois 62546			
					APPROVED ESTIMATE		Cashier's Check #1218713	01/31/2024 \$5,000.00		
MATERIAL	GROUP NO.	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
BIT. PREMIX, CA 15/16 CHIPMIX SOUTH LITCHFIELD Road District Section 24-16000-00-GM	14	Furnish and Deliver to Road District	Ton	100	95.00	\$ 9,500.00	97.00 *AWARDED	\$ 9,700.00		\$ -
BIT. MIXTURE FOR STABILIZED BASE, CA 7 MIX SOUTH LITCHFIELD Road District Section 24-16000-00-GM	15	Furnish and Deliver to Road District	Ton	100	87.00	\$ 8,700.00	88.00 *AWARDED	\$ 8,800.00		\$ -
TOTAL - Groups 14 & 15		As Read As Corrected				\$ 18,200.00		\$18,500.00		\$0.00

MONTGOMERY COUNTY 2024 MFT Letting February 5, 2022 @ 9:00 A.M. Section 24-00000-00-GM					NAME AND ADDRESS OF BIDDERS		LOUIS MARSCH, INC. P.O. Box 42 Morrisville, Illinois 62546		NOKOMIS QUARRY COMPANY 23311 Taylorville Road, P.O. Box 90 Nokomis, IL 62075		Heidelberg Materials Midwest Aggregates 22283 Taylorville Road Nokomis, IL 62075-0006		BEELMAN LOGISTICS, LLC One Racehorse Drive P.O. Box 17655 East St. Louis, Illinois 62205							
APPROVED ESTIMATE					Cashier's Check #1218714		01/31/2024 \$ 3,000.00		Cashier's Check #011890		02/01/2024 1,000.00		NO RETURNED		BID		Cashier's Check #2400274178		01/29/2024 \$ 12,500.00	
MATERIAL	GROUP NO.	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS						
SEAL COAT AGGREGATE (CA/CM 13/14/15/16) See mileage differential to be added.	1	Picked up by County trucks	Ton	1,000	18.75	\$ 18,750.00	NO BID	\$ -	18.75 *Awarded	\$ 18,750.00	NO BID	\$ -	NO BID	\$ -						
SEAL COAT AGGREGATE (CA/CM 13/14/15/16) Furnish & Deliver to various Montgomery County Stockpiles. No CM's Allowed	2	Delivered to various Montgomery County Stockpiles	Ton	1,000	24.00	\$ 24,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	24.88 *Awarded	\$ 24,880.00						
SEAL COAT AGGREGATE (CA 13 SLAG) (AIR-COOLED BLAST FURNACE SLAG) Furnish & Deliver to various Montgomery County Stockpiles	3	Delivered to various Montgomery County Stockpiles	Ton	4,000	30.25	\$ 121,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	32.10 *Awarded	\$ 128,400.00						
BITUMINOUS PREMIX, CA 15/18 CHIPMIX See mileage differential to be added.	4	Picked up by County trucks	Ton	500	88.00	\$ 44,000.00	90.00 *Awarded	\$ 45,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -						
BITUMINOUS MIXTURE FOR STABILIZED BASE, CA 7 MIX See mileage differential to be added.	5	Picked up by County trucks	Ton	250	80.00	\$ 20,000.00	81.50 *Awarded	\$ 20,375.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -						
SUBBASE GRANULAR MATERIAL (CA/CM 7)(A QUALITY)	6	Delivered to various Montgomery County Stockpiles	Ton	3,000	26.00	\$ 78,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	25.88 *Awarded	\$ 77,640.00						
SUBBASE GRANULAR MATERIAL (CA 7) See mileage differential to be added.	7	Picked up by County trucks	Ton	1,000	18.00	\$ 18,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -						
AGGREGATE BASE COURSE (CA/CM 6, Type B)(Lo P)	8	Delivered to various Montgomery County Stockpiles	Ton	2,000	19.00	\$ 38,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	18.58 *Awarded	\$ 37,160.00						
AGGREGATE SURFACE COURSE (CA/CM 6, Type B)(Lo P) See mileage differential to be added.	9	Picked up by County trucks	Ton	1,000	11.50	\$ 11,500.00	NO BID	\$ -	11.50 *Awarded	\$ 11,500.00	NO BID	\$ -	NO BID	\$ -						
TOTAL Groups 1, 2, 3, 4, 5, 6, 7, 8, & 9							As Read	\$ 373,250.00		\$ 65,375.00		\$ 30,250.00	As Corrected	\$ 268,180.00						

MONTGOMERY COUNTY 2024 MFT Letting February 5, 2022 @ 9:00 A.M. Section 24-00000-00-GIM		NAME AND ADDRESS OF BIDDERS		APPROVED ESTIMATE		LOUIS MARSCH, INC. P.O. Box 42 Morrisville, Illinois 62548		NOKOMIS QUARRY COMPANY 22311 Taylorville Road, P.O. Box 90 Nokomis, IL 62075		Heidelberg Materials Midwest Aggregates 22283 Taylorville Road Nokomis, IL 62075-0006		BEEJMAN LOGISTICS, LLC One Eisenhower Drive P.O. Box 17685 East St. Louis, Illinois 62205		
GROUP NO.	MATERIAL	DELIVERY	UNIT	QUANTITY	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	Cashier's Check #011980	02/01/2024 \$ 1,000.00	NO RETURNED	BID	Cashier's Check #2400274178	01/29/2024 \$ 12,500.00
									UNIT PRICE	TOTALS	UNIT PRICE	TOTALS	UNIT PRICE	TOTALS
10	RIPRAP (RR 1) See mileage differential to be added.	Picked up by County trucks	Ton	100	18.25	\$ 1,825.00	NO BID	\$ -	18.25 *AWARDED	\$ 1,825.00	NO BID	\$ -	NO BID	\$ -
11	RIPRAP (RR3) See mileage differential to be added.	Picked up by County trucks	Ton	100	21.75	\$ 2,175.00	NO BID	\$ -	21.75 *AWARDED	\$ 2,175.00	NO BID	\$ -	NO BID	\$ -
12	RIPRAP (RR4)	Delivered to various Montgomery County Stockpiles	Ton	100	32.75	\$ 3,275.00	NO BID	\$ -	32.75 *AWARDED	\$ 3,275.00	NO BID	\$ -	NO BID	\$ -
13	RIPRAP (RR5)	Delivered to various Montgomery County Stockpiles	Ton	100	32.75	\$ 3,275.00	NO BID	\$ -	32.75 *AWARDED	\$ 3,275.00	NO BID	\$ -	NO BID	\$ -
14	FINE AGGREGATE (FA 6)(SLAG SAND) See mileage differential to be added.	Picked up by County trucks	Ton	100	9.00	\$ 900.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
15	FINE AGGREGATE (FA 1) See mileage differential to be added.	Picked up by County trucks	Ton	200	9.00	\$ 1,800.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
16	FINE AGGREGATE (FA/FM 2) 1/4" Chips Furnish & Deliver to various Montgomery County Stockpiles	Delivered to various Montgomery County Stockpiles	Ton	200	10.00	\$ 2,000.00	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -	NO BID	\$ -
TOTAL - Groups 10, 12, 13, 14, 15, & 16						\$ 15,250.00		\$ -		\$ 8,725.00		\$ -		\$ -



Using Federal Funds? Yes No Agreement For Agreement Type Number

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Montgomery County	Montgomery	17-09117-00-BR	
Project Number	Contact Name	Phone Number	Email
	Cody Greenwood	(217) 532-6109	montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
TR 167A / N. 17th Ave.		0.05 mi.	068-3370
Location Termini			Add Location
0.2 miles east of E 14th Rd to 0.25 miles east of E 14th Rd			Remove Location

Project Description
Project consists of removal and replacement of the N 17th Ave. bridge structure over Fawn Creek with a precast twin-cell culvert. Minor roadway improvements and ditch grading are included. Plans are to be updated to incorporate driven sheet pile retaining walls, instead of precast end sections.

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
Chastain & Associates LLC	Corey Franzen	(217) 422-8544	cfranzen@chastainengineers.com
Address	City	State	Zip Code
5 N. Country Club Rd.	Decatur	IL	62521

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
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

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 Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

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 \$19,400.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

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 hold 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. This certification is required by the Drug Free Workplace Act (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, LPA and the Department 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
Chastain & Associates LLC	37-0714576	\$19,400.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$19,400.00
Total for all work		\$19,400.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type County of Local Public Agency Montgomery County

By (Signature & Date)
[Signature & Date Box]

By (Signature & Date)
[Signature & Date Box]

Local Public Agency Montgomery County Local Public Agency Type County Clerk

Title
[Title Box]

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name Chastain & Associates LLC

By (Signature & Date)
[Signature] 2/5/2024

By (Signature & Date)
[Signature] 2/5/24

Title
PM

Title
Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
[Signature & Date Box]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Chastain & Associates LLC	Montgomery	17-09117-00-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

Scope of Services Items:

- Revision of structure plans to incorporate driven sheet pile wingwalls on each corner of the precast culvert instead of precast end sections. Pay length of the culvert and riprap limits will need to be adjusted in addition to details for the new wingwall type.
- Design and detailing of driven sheet pile retaining walls based on the boring provided.
- Bar grating will be eliminated. It is assumed that the County & Township agree that no roadside barrier (guardrail) is to be placed at the culvert if the culvert is not lengthened to terminate outside the clear zone. Consideration will be given to lengthening the culvert as much as possible to remain within the right-of-way.
- Revision of roadway plans to incorporate revisions to the culvert, wingwalls, and associated cross section revisions.
- Calculation of all new or revised quantities and incorporation of said quantities into the plans and documents.
- Coordination with United States Army Corps of Engineers to obtain concurrence for compliance with the current Nationwide Permit #14. Submittal of a complete new application is not included in the scope.
- Coordination with IDOT to ensure that environmental surveys and clearances are up to date. Submittal of a complete new request for environmental surveys and processing is not included in the scope.
- Preparation of a new bid document proposal package based on a local letting for the project, using Township Bridge Program and local funds.
- All plans from previous bid documents (dated 3/1/19) will be provided by Montgomery County in a CADD format that is compatible with Chastain & Associates CADD systems. All other documents completed as part of the previous bid package are to be provided in original electronic format for use in updating new bid documents.
- Completion of a load rating evaluation of the proposed structure in AASHTOWare and submittal of a sealed load rating and SLRS.
- Review of shop drawings for the culvert structure as completed and approved by the selected contractor after award.
- Bidding questions and construction engineering are not included as part of the scope.
- ROW determination and preparation of plats is not included as part of the scope.
- Meetings or site visits are not included as part of the scope.
- It is assumed that quantities that do not need to change as a result of the revisions noted above will not be reviewed by Chastain & Associates, and shall be considered acceptable for the bidding and construction of the project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Chastain & Associates LLC	Montgomery	17-09117-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

Plan Revisions For County Review - Mid-March 2024
County Review/Pickup Comments - End March 2024
Pre-final IDOT Submittal - Beg April 2024
Local Letting (IDOT Contractor's Btn) - June 2024

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Chastain & Associates LLC	Montgomery	17-09117-00-BR

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

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. 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 type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-04

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

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

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

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

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

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

<i>DESIGNATION</i>	<i>AGENCY</i>	<i>ESTIMATE OF COST</i>	
		<i>Percent</i>	<i>Dollars</i>
MCHD Proj. #1262 Meisenheimer Ave.	Irving Road District	50 %	\$10,000.00
	Montgomery County	50 %	\$10,000.00
TOTAL =		100 %	\$ 20,000.00

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

Approved and adopted by the Montgomery County Board this 13th day of February, 2024.

SANDY LEITHEISER, COUNTY CLERK

(SEAL)



**Local Public Agency
Engineering Services Agreement**

Agreement For Agreement Type

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Montgomery County	Montgomery	17-05121-00-BR	
Project Number	Contact Name	Phone Number	Email
	Cody A. Greenwood, P.E.	(217) 532-6109	montgomerycoeng@gmail.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Wonder Trail	TR 457	0.25	068-3212
Location Termini			Add Location
Approx. 300' from west end and 1000' from east end of bridge.			Remove Location

Project Description

Land Acquisition Waiver / Negotiation Services for Client's Wonder Trail Bridge Replacement Project in Montgomery County, IL consisting of 3 parcels of which include dedication of ROW.

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
Hanson Professional Services, Inc.	CindyBushur-Hallam	(217) 747-9263	cbushurhallam@hanson-inc.com
Address	City	State	Zip Code
1525 S. Sixth St	Springfield	IL	62703

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
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

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 Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Exhibit E: General Conditions C-S
- _____
- _____

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 \$13,550.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

Specific Rate

Cost plus Fixed Fee:

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. This certification is required by the Drug Free Workplace Act (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 or 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, LPA and the Department 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
Hanson Professional Services, Inc.	37-0844717	\$13,550.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$13,550.00
Total for all work		\$13,550.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type County of Local Public Agency Montgomery County

By (Signature & Date)
[Signature & Date Box]

By (Signature & Date)
[Signature & Date Box]

Local Public Agency Montgomery County Local Public Agency Type County Clerk

Title County Board Chairman

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name Hanson Professional Services, Inc.

By (Signature & Date)
Cindy Bushur-Hallam

Title Senior Project Manager 2/5/2023

By (Signature & Date)
DocuSigned by: Dennis J. Hollahan 2/5/2024
6EB2934875184C3...

Title General Counsel

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)
[Signature & Date Box]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hanson Professional Services,	Montgomery	17-05121-00-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

Land Acquisition Waiver / Negotiation Services for Client's Fillmore Consolidated Township Bridge Replacement Project in Montgomery County, IL consisting of 3 parcels of which include dedication of right-of-way acquisition.

Services:

The Scope of Services to be provided is limited to the following:

A. Hanson Professional Services will provide Land Acquisition services for the project including appraisals, review appraisals, waiver valuations and negotiations. Since the project is being constructed with non-federal funds, land acquisition will not be certified by IDOT District 6.

1. Property Appraisal and Appraisal Review Services - Provide property appraisal services and review appraisal services in conformity with the IDOT Land Acquisition Guidelines and Uniform Standards of Professional Appraisal Practice (USPAP) associated with the proposed right-of-way, easement, and parcel purchases (as required). A total of three (3) properties will be appraised using Waiver Valuations. Additional contact will be made with owners of record to initiate inspection of properties for non-complex waiver reports.

The three parcels are as follows:

22-13-300-009 Crenshaw Cemetery C/O Violet Crenshaw
 22-13-300-014 Randell Duff
 22-13-300-015 Julia Snider

2. Market Data Book – Hanson will provide the Client with market data to support waiver valuations.

3. Negotiations – Provide negotiation services for the three (3) properties:

- a. Services will include the preparation of offer documents and conveyance documents appropriate for the nature of property ownership.
- b. This effort will include an attempt to present the offer package in person to the property owner, if the property owner or their representatives are located near the project site, and a minimum of three personal contacts per parcel (if required) to reach a negotiated settlement.
- c. In the event that settlement is reached, Hanson's negotiation efforts will be considered complete when the conveyance documents and documents to clear title encumbrances for each parcel are delivered to the Client for approval and recording. In the event that settlement is not reached, Hanson's negotiation effort will be considered complete when each parcel is referred to the Client for condemnation after attempts to negotiate the acquisition have failed and 120 days for the offer date have expired.
- d. Hanson will initiate negotiations for the 3 dedication of right-of-way properties upon the Client's certification of the 3 Waiver parcels.
- e. For an additional fee, Hanson will prepare condemnation request packets, if necessary, if negotiations have failed and upon the direction of the Client.

4. Project Management & QA/QC

Hanson will provide management, QA/QC, and coordination with the Client.

5. The following assumptions have been made for this scope of services:

- a. Prior to Hanson beginning the waiver and negotiation processes, the Client will provide the following:
 - i. A recent title commitment 90 days or less in age, which includes the last deed of record, for the 3 dedication of right-of-way acquisition properties; and

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hanson Professional Services,	Montgomery	17-05121-00-BR

ii. A set of current plans, cross sections and parcel plats and legal descriptions.
b. Project will be constructed with non-federal funds, and land acquisition will not be certified by IDOT District 6 as a result.
c. Compensation for each parcel will be less than \$10,000 so an appraisal and review appraisal are not required. If needed, this work will require additional compensation.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hanson Professional Services,	Montgomery	17-05121-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

1. Property Appraisal and Appraisal Review Services & Market Data Book
 - a. Hanson will begin work on Waiver Valuations, Market Data Book, and Project Management upon receipt of executed contract and items listed in Exhibit A – Scope of Services section 5.a
 - b. Waiver Valuations and Market Data Book will be delivered to Client within 30 days following receipt of executed contract and items listed in Exhibit A – Scope of Services section 5.a.
2. Negotiations
 - a. Hanson will initiate negotiations for the 3 dedication of right-of-way properties upon the Client's certification of the 3 Waiver parcels.
 - b. Estimated time to complete of no more than 160 days from Client's certification of 3 Waiver parcels.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hanson Professional Services,	Montgomery	17-05121-00-BR

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

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. 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 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 type="checkbox"/>	<input type="checkbox"/>

EXHIBIT E

**Hanson Professional Services Inc.
General Conditions (C-S)****Hanson Agreement: 23L1088****Agreement Date: January 19, 2024****Project Name: Fillmore Consolidated Township Bridge Replacement Land Acquisition Project**

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be

at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. ~~Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.~~ HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. Resilient Design: CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.

CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore conditions are predicted based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON's advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT's decision to proceed against HANSON's advice.

6. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

~~**10. Contingency Fund:** The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

~~**11. Additional Limitation:** In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the~~

~~compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used, the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.~~

~~**12. Personal Liability:** It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.~~

13. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

14. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

~~**15. Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall first be submitted to nonbinding mediation.~~

16. Information Provided by Others: CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

~~**17. Authority and Responsibility:** HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.~~

18. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT

and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

19. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

23. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the Standard of Care as set forth in these General Conditions.

24. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

25. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to

~~require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.~~

26. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

27. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

28. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. ~~Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions.~~ Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

29. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

30. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

31. Construction Phase Services without Design: ~~If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this~~

~~arrangement, while suitable for the Project, creates additional risk for HANSON.~~

~~In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.~~



CERTIFICATE
OF
NOMINATION
FOR
AWARD



A handwritten signature in black ink, appearing to read "D. Baird".

Sheriff Dwight Baird
Kendall County
2024 ISA President

A handwritten signature in black ink, appearing to read "Jim Kaitschuk".

Jim Kaitschuk
Executive Director
Illinois Sheriffs' Association

Be it known that,

Montgomery Co. Telecomm Division

Was nominated for the

**ILLINOIS SHERIFFS' ASSOCIATION 2023
AWARD OF MERIT**

For outstanding performance as a

**TELECOMMUNICATOR OF
THE YEAR**

Nominated for Valor and their handling of a multi-vehicle accident with known and unknown injuries on north bound and south bound lanes of Interstate 55. A total of 72 vehicles were involved in the motor vehicle accident resulting in fires, multiple injuries, and seven fatalities. The Montgomery County Sheriff's Office Telecommunicators diligently communicated and coordinated the response to the scene from numerous fire departments, EMS, and law enforcement agencies.

The actions of the MCSO-Telecomm saved lives and ensured that all who were involved received appropriate care in a timely and organized manner.

This judgement being rendered with reference to the duty of Office of Sheriff, Montgomery County, for the State of Illinois, during the year 2023.

Thank You for Your Outstanding Service