

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY AND THE MULTI-TOWNSHIP ASSESSMENT
DISTRICT OF
FILLMORE CONSOLIDATED-WITT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MONTGOMERY COUNTY (COUNTY), and FILLMORE CONSOLIDATED-WITT MULTI-TOWNSHIP ASSESSMENT DISTRICT (DISTRICT), (collectively the "Parties") for the purpose of completing statutorily required assessment responsibilities for the DISTRICT.

WITNESSTH:

Whereas, the Property Tax Code (35 ILCS 200/2) mandates that counties under township organization, elect or appoint a township assessor or multi-township assessor who meets the certification requirements; and

Whereas, the DISTRICT does not have an elected multi-township assessor and has been unable to appoint a certified multi-township assessor, and

Whereas, Section 2-60 of the Code provides that any multi-township district which is unable to elect or appoint such a multi-township assessor may contract for such assessment services; and provides for payment of certain expenses incurred in the course of such assessment.

Whereas, the Parties desire to enter into the AGREEMENT in order to complete the statutorily required assessment responsibilities.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Obligation of the COUNTY

The COUNTY will assign the Chief County Assessment Officer to perform such duties otherwise to have been performed by the township assessor. The Chief County Assessment Officer, may at his/her discretion, complete said duties by a) assigning qualified county staff, and/or, b) contracting with outside individual(s) which are qualified to perform said duties.

The Chief County Assessment Officer, or his/her designee, will report at least once annually to the DISTRICT on the status of the work and any other assessment business relevant to the DISTRICT.

The COUNTY will maintain and make available to the DISTRICT or its designee, upon request, all data, property records, and any other information collected, obtained or otherwise received by the COUNTY pertaining to the assessments in and for the TOWNSHIP.

2. Obligation of the TOWNSHIP

The DISTRICT shall pay to the general fund of the COUNTY the sum of **\$7,000** on or before Dec. 1st of assessment year

The DISTRICT shall cooperate with the assigned assessment officials in any fashion reasonably necessary in order to complete the assessment work.

3. Status of assessing officials

The person(s) assign by the Chief County Assessment Officer to perform the assessing duties shall be independent contractors of the COUNTY or employees of the COUNTY and not of the DISTRICT.

4. Duration

The AGREEMENT shall commence on January 1, 2024, and shall continue through December 31, 2024.

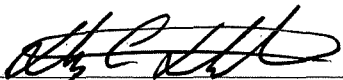
5. Amendments

This AGREEMENT contains the entire agreement between the Parties. Any proposed amendment to this AGREEMENT shall take place only upon approval by the governing bodies of the COUNTY and the DISTRICT.

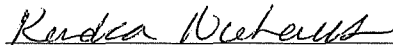
IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

MONTGOMERY COUNTY


EXECUTED this ^{JRL} ~~30th~~ day of ^{JRL} ~~November, 2023~~



Doug Donaldson, Chair



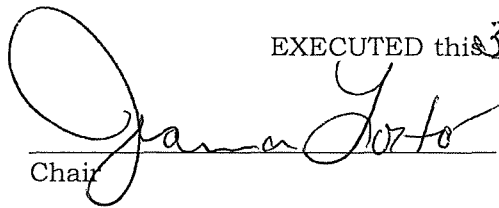
Kendra Niehaus, CCAO



Sandy Leitheiser, Clerk

FILLMORE CONSOLIDATED-WITT MULTI-TOWNSHIP ASSESSMENT DISTRICT

EXECUTED this ~~30th~~ day of ~~November,~~



Chair



Clerk

**Intergovernmental Agreement
City of NOKOMIS, Illinois & Montgomery County, Illinois
For Police Radio & Telephone Services**

THIS AGREEMENT is made and entered into this 1st day of December in the year of 2023, by and between the County of Montgomery, Illinois and City of Nokomis, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Nokomis from 1 December 2023 to 30 November 2026, Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Nokomis Police Department from Montgomery County Sheriff's Office 24 hours per day, 7 days per week, unless otherwise agreed to, in writing by the parties.
3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Nokomis, if any.
4. The City of Nokomis will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Nokomis residents to contact police services.
5. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of \$25,899.00 for the period of 1 December 2023 thru 30 November 2024. Said fee will be paid in twelve monthly installments of \$2,158.25.
6. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of \$27,193.00 for the period of 1 December 2024 thru 30 November 2025. Said fee will be paid in twelve monthly installments of \$2,266.08.
7. The City of Nokomis will pay the County of Montgomery for said radio and telephone services an annual fee of \$28,280.00 for the period of 1 December 2025 thru 30 November 2026. Said fee will be paid in twelve monthly installments of \$2,356.66.
8. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Nokomis City Police unit and the Montgomery County Sheriff's Office.
9. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Nokomis Police Department, to the Nokomis Police Department for each communications transaction.
10. The Chief of Police of the City of Nokomis and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
11. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County;

211004

however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Nokomis, and the request of the City of Nokomis, its Police Chief and officials; and not be unreasonable in the conduct of said operation.

- 12. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Nokomis Police Department shall be made available to the Nokomis Police Department on a weekly basis.
- 13. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
- 14. The term of this agreement will continue for a period of three (3) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
- 15. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

IN WITNESS WHEREOF, the parties thereto have subscribed their names on the day and year first above written.

COUNTY OF MONTGOMERY:

CITY OF NOKOMIS:

ATTEST: *Linda Johnson*
County Clerk & Recorder

ATTEST: *Rechel Cassidy*
Nokomis City Clerk

BY: *[Signature]*
Montgomery County Board Chairman

BY: *Dylan Solbman*
City of Nokomis Mayor

Approved: *[Signature]*
Montgomery County Sheriff

Approved: *[Signature]*
Nokomis Police Chief

21/005

**Intergovernmental Agreement
City of LITCHFIELD, Illinois & Montgomery County, Illinois
For Police Radio & Telephone Services**

THIS AGREEMENT was made and entered into this 1st day of December in the year of 2023, by and between the County of Montgomery, Illinois and City of Litchfield, Montgomery County, Illinois.

WITNESSETH:

That for and in consideration of the mutual covenants and agreements between the parties, as hereinafter contained, the County of Montgomery agrees to furnish police radio and telephone services to the City of Litchfield from 1 December 2023 to 30 November 2026.

Upon the following terms and conditions:

1. The nature of the services furnished by the County of Montgomery shall be only police messages relating to public safety and property.
2. The County of Montgomery shall have control of the operations for radio and telephone services of the Litchfield Police Department from Montgomery County Sheriff's Office.
3. The County of Montgomery assumes no liability for the damages due to failure of equipment owned and placed in service by the City of Litchfield, if any.
4. The City of Litchfield will assume any and all cost associated with the establishment and continued use of a telephone line to the Montgomery County Sheriff's Office for the use of Litchfield residents to contact police services.
5. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$188,376.00 for the period 1 December 2023 to 30 November 2024. Said fee will be paid in twelve monthly installments of \$15,698.00. Any amount due over the \$188,376.00 annual fee shall be paid within 30 days of the final day of the contract year.
6. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$197,794.00 for the period 1 December 2024 to 30 November 2025. Said fee will be paid in twelve monthly installments of \$16,482.83. Any amount due over the \$197,794.00 annual fee shall be paid within 30 days of the final day of the contract year.
7. The City of Litchfield will pay the County of Montgomery for said radio and telephone services an annual fee of \$205,705.00 for the period 1 December 2025 to 30 November 2026. Said fee will be paid in twelve monthly installments of \$17,142.08. Any amount due over the \$205,705.00 annual fee shall be paid within 30 days of the final day of the contract year.
8. The County of Montgomery will provide acceptable documentation to the City of Litchfield Police Department for each communications transaction.
9. A "Communications Transaction" within the meaning of this agreement consists of a communication or series of communications, dealing or pertaining to a particular incident, between a Litchfield City Police unit and the Montgomery County Sheriff's Office.

10. The Montgomery County Sheriff's Office will provide acceptable documentation, as prescribed by the Litchfield Police Department, to the Litchfield Police Department for each communications transaction.
11. The Chief of Police of the City of Litchfield and the Sheriff of Montgomery County will establish and implement such administrative rules, regulations and procedures as are mutually acceptable and necessary for the execution of the agreement.
12. All operation for the radio and telephone services at the Montgomery County Sheriff's Office shall be under the direction and control of the Sheriff of Montgomery County; however, the Montgomery County Sheriff hereby agrees to take into consideration the wishes and best welfare of the City of Litchfield, and the request of the City of Litchfield, its Police Chief and officials; and not be unreasonable in the conduct of said operation.
13. The County of Montgomery assumes full liability for damages to equipment owned and placed in service within the Montgomery County Sheriff's Office, due to negligence of willful acts which result in the destruction of any said equipment by employees of the County of Montgomery.
14. Documentation acquired or received by the Montgomery County Sheriff's Office on behalf of the Litchfield Police Department shall be delivered to the Litchfield Police Department no later than on a weekly basis.
15. This agreement may be terminated by either party by giving the other party a sixty (60) day written notice of such intention to terminate this agreement.
16. The term of this agreement will continue for a period of one (1) years, or as long thereafter, on a month-to-month basis, on the same terms and conditions as set forth herein, until terminated by notice by either party as set forth above.
17. A review of this document is to be conducted annually, prior to the City's and County's budget cycle, to determine the accuracy and adequacy of staffing and billing ratios.

IN WITNESS WHEREOF, the parties thereto have subscribed their names on the day and year first above written.

COUNTY OF MONTGOMERY:

CITY OF LITCHFIELD:

ATTEST: *Sandy Litch*
County Clerk & Recorder

ATTEST: *Carol E. Bunde*
Litchfield City Clerk

BY: *[Signature]*
Montgomery County Board Chairman

BY: *Steve Doughtery*
City of Litchfield Mayor

Approved: *[Signature]*
Montgomery County Sheriff

Approved: *[Signature]*
Litchfield Police Chief

21|007

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-03

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

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

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

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

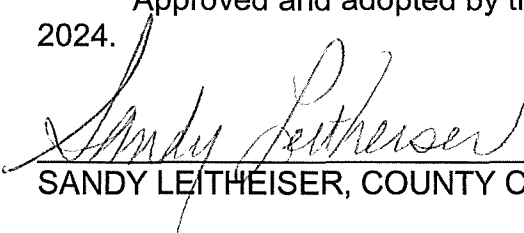
WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1261 Elevator Rd. C.H. #21	Montgomery County	100 %	\$30,000.00
		%	
TOTAL =		100 %	\$30,000.00

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

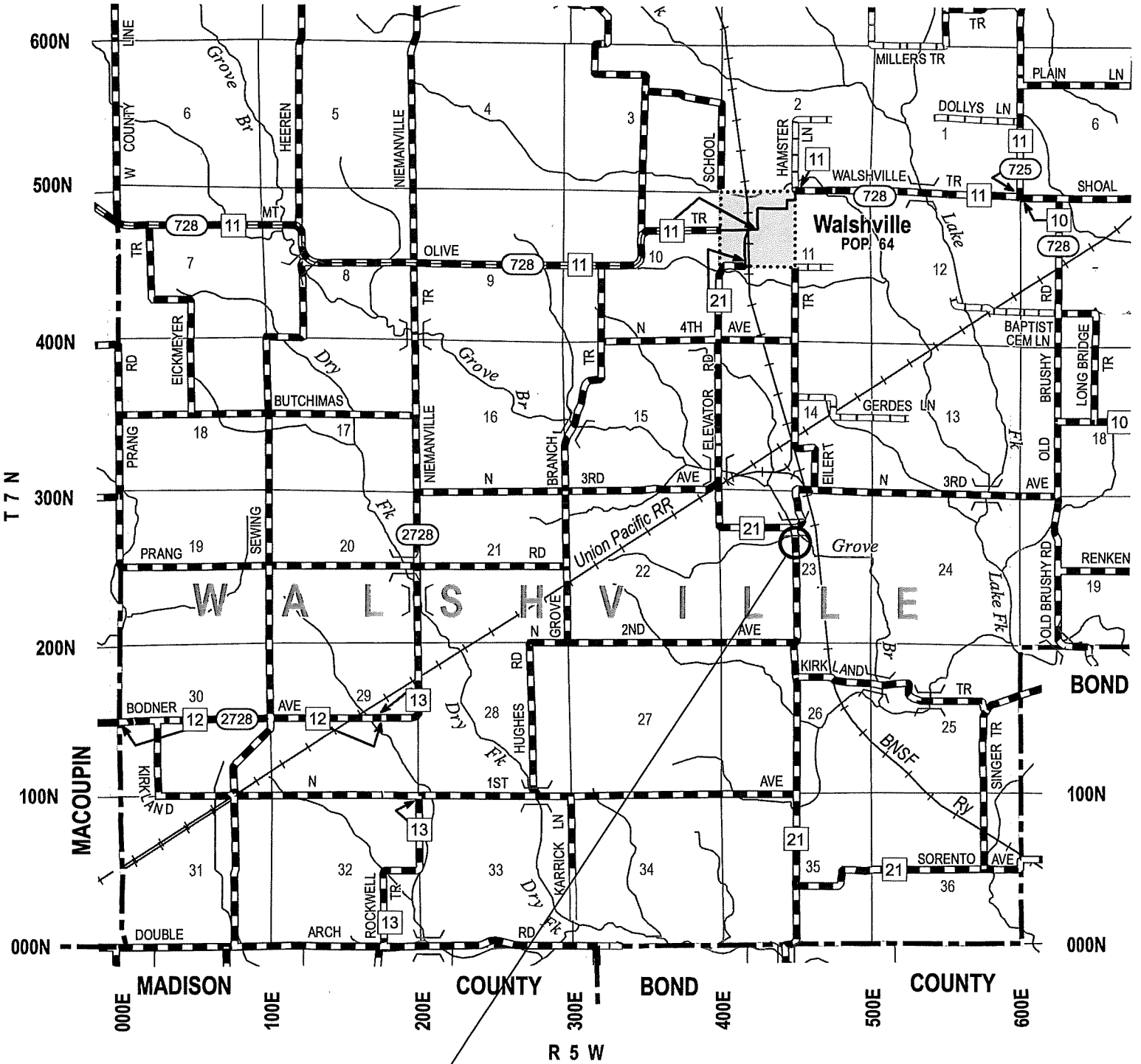
Approved and adopted by the Montgomery County Board this 9th day of January, 2024.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

21008

MCHD Proj. #1261
100% County Culvert Replacement
Elevator Road - CH 21



Proposed 96"ERS x 50' Polycosted Pipe Culvert

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:

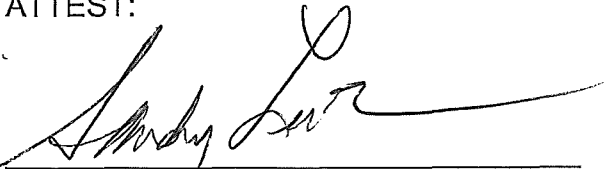
Shelby County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By: 

Chairperson, Montgomery County Board

ATTEST:



Montgomery County Clerk

21/011

Ordinance

ORDINANCE NUMBER 2024-01

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.

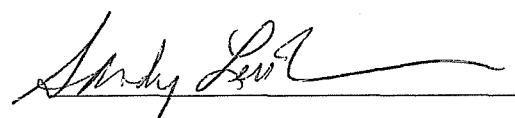
APPROVED by the Chairman of the Montgomery County Board, this 13th day of Feb 2024 and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 14

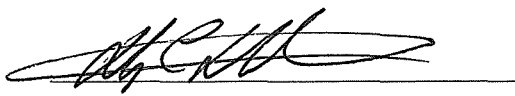
PRESENT 12

AYE 12

NAY 0



Clerk of Montgomery County, Illinois



Chairman of Montgomery County, Illinois

21|012

COUNTY OF MONTGOMERY
Ordinance 2024- 02

Ordinance Approving the Amended Montgomery County Personal Manual

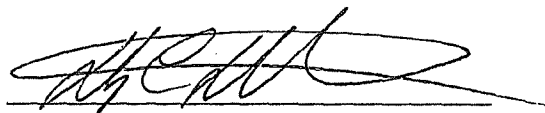
WHEREAS, The State of Illinois has set certain minimum requirements for employee paid time off; and

WHEREAS, the Department Heads of Montgomery County desire a county policy on FMLA implementation and usage.

NOW, THEREFORE, BE IT ORDAINED by the members of the MONTGOMERY County Board on this 13th day of February 2024, that the Personal Manual as amended is adopted by Montgomery County

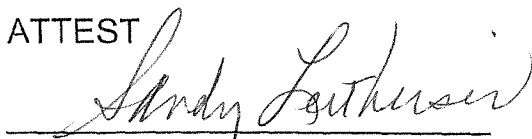
BE IT FURTHER ORDAINED that the effective date is immediately upon adoption

APPROVED and PASSED this 13th day of Feb, 2024.



Doug Donaldson, Chairman
Montgomery County Board

ATTEST



Sandy Leitheiser, County Clerk
Montgomery County

21|013

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 a 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 Air Heat or Solar Furnace) that includes a solar collector to provide direct supplemental space heating by heating and re-circulating conditioned building air. 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, violator

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

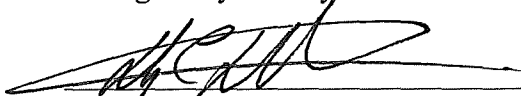
Appendix B: EXAMPLE Construction Permit

Appendix C: EXAMPLE Operating Permit

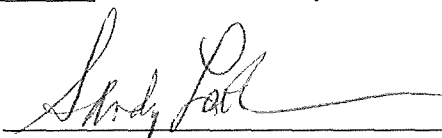
NOW, THEREFORE BE IT ORDAINED that the Montgomery County Board hereby adopts said Solar Farm or Solar Garden Ordinance.

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

Passed and Adopted, this 13th day of Feb, A.D. 2024, by the County Board of Montgomery County.



Doug Donaldson, Chairman

Attest: 

Sandy Leitheiser, County Clerk

2022

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 in progress in Montgomery County, Illinois.

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

Notice of the Public Hearing.

The County Board shall 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 Paragraph 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, 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 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 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 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.

- o 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.

21031

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

21032

- 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 decommission of Wind Energy Conversion Systems (WECS) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources. This ordinance shall not apply to personal or business wind energy development for the primary use of self-sustaining energy. This ordinance is not intended to replace safety, health, or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state, or federal law.

II. DEFINITIONS

- A. "Applicant" means the entity or person who submits to the County, pursuant to Section VI of this Ordinance, an application for the siting of any wind energy conversion system (WECS) or Substation.
- B. "Application" means the request for the Wind Energy Conversion System (WECS) permit must be submitted on the application form maintained by the County. Application may be modified from time to time by the County in order to provide sufficient information for permitting decisions to be made.
- C. "Authorized Agent" means personnel authorized by the Montgomery County Board Chairman.
- D. "Capability" means the ability, knowledge, experience, resources and financial viability to complete the project.
- E. "Decommissioning" means to return the property or site back to its pre-installation state or better as approved in the decommissioning plan.
- F. "Deconstruction" means breaking an object down or disassembling a large object into smaller parts.
- G. "Distance" Measured as feet on a level plane.
- H. "Financial Assurance" means reasonable assurance from a credit worthy party or parties satisfactory to the County that any and all damages due to construction,

operation, maintenance, and decommission/deconstruction caused by the wind energy project will be repaired and that the project will be decommissioned/deconstructed. Examples of such include a performance bond, surety bond, trust instrument, cash, escrow, and/or irrevocable letter of credit.

I. "Hearing Facilitator" means the county may unilaterally engage the services of a hearing facilitator not affiliated with any pro wind or anti wind group to preside over any required hearings resulting from the siting approval application.

Upon conclusion

of the evidence and final arguments, the County Board Coordinating Committee with outside professional advice as required will prepare and submit "findings of fact" and a final recommendation to the county board. The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois, jointly selected by the state's attorney (or his designee) and the Montgomery County Economic Development chairperson and appointed by the chairman of the county board with the consent of the county board. The applicant shall reimburse the county for the fees and costs charged by the facilitator.

J. "L.A." refers to "Local Authority". Local Authority is the representative of the applicable government body.

K. "Licensed Illinois Professional Engineer" means a qualified individual who is licensed as a professional engineer in the State of Illinois.

L. "Licensed Illinois Structural Engineer" means a qualified individual who is
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 : 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

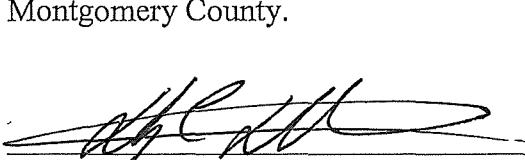
approved by the Montgomery County Board and/or Designee in accordance with the provisions of this Ordinance.

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

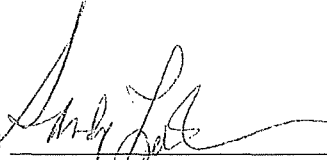
NOW, THEREFORE BE IT ORDAINED that the Montgomery County Board hereby adopts said Wind Farm Ordinance.

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

Passed and Adopted, this 13th day of Feb, 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

21/057

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.

- o 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)

21058

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.

21059

Montgomery County

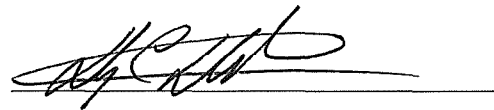
RESOLUTION 2024-03

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

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MONTGOMERY COUNTY AND SOUTH LITCHFIELD TOWNSHIP

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this 1st day of April, 2021 by and between MONTGOMERY COUNTY (COUNTY), and SOUTH LITCHFIELD TOWNSHIP, (collectively the "Parties") for the purpose of completing statutorily required assessment responsibilities for the TOWNSHIP,.

WITNESSTH:

Whereas, the Property Tax Code (35 ILCS 200/2) mandates that counties under township organization, elect or appoint a township assessor or multi-township assessor who meets the certification requirements; and

Whereas, the TOWNSHIP does not have an elected township assessor and has been unable to appoint a certified assessor, and

Whereas, Section 2-60 of the Code provides that any township which is unable to elect or appoint such an assessor may contract for such assessment services; and provides for payment of certain expenses incurred in the course of such assessment.

Whereas, the Parties desire to enter into the AGREEMENT in order to complete the statutorily required assessment responsibilities.

NOW THEREFORE, in consideration of the above, the Parties agree as follows:

1. Obligation of the COUNTY

The COUNTY will assign the Chief County Assessment Officer to perform such duties otherwise to have been performed by the township assessor. The Chief County Assessment Officer, may at his/her discretion, complete said duties by a) assigning qualified county staff, and/or, b) contracting with outside individual(s) which are qualified to perform said duties.

The Chief County Assessment Officer, or his/her designee, will report at least once annually to the DISTRICT on the status of the work and any other assessment business relevant to the DISTRICT.

The COUNTY will maintain and make available to the TOWNSHIP or its designee, upon request, all data, property records, and any other information collected, obtained or otherwise received by the COUNTY pertaining to the assessments in and for the TOWNSHIP.

2. Obligation of the TOWNSHIP

The TOWNSHIP shall pay to the general fund of the COUNTY the sum of **\$12,000** on or before Dec. 1st of assessment year.

The DISTRICT shall cooperate with the assigned assessment officials in any fashion reasonably necessary in order to complete the assessment work.

21061

3. Status of assessing officials

The person(s) assign by the Chief County Assessment Officer to perform the assessing duties shall be independent contractors of the COUNTY or employees of the COUNTY and not of the TOWNSHIP.

4. Duration

The AGREEMENT shall commence on January 1, 2024, and shall continue through December 31, 2024.

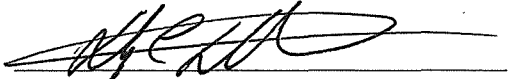
5. Amendments

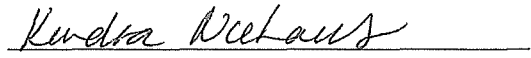
This AGREEMENT contains the entire agreement between the Parties. Any proposed amendment to this AGREEMENT shall take place only upon approval by the governing bodies of the COUNTY and the DISTRICT.

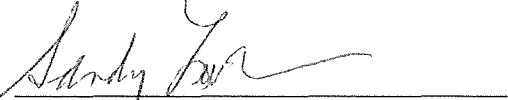
IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates set forth below:

MONTGOMERY COUNTY

EXECUTED this 13th day of Feb, 2024

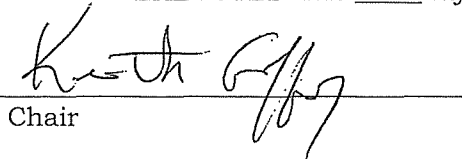

Doug Donaldson, Chair



Kendra Niehaus, CCAO


Sandy Leitheiser, Clerk

SOUTH LITCHFIELD TOWNSHIP

EXECUTED this 23 day of January, 2024


Chair

 attest
Clerk

21/062

**Letter of Agreement
Bellwether Budget Services**

Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

January 24, 2024

Montgomery County
105 Courthouse Square
Hillsboro, IL 62049

To the Honorable Montgomery County Chairperson,

This Letter of Agreement (Agreement) summarizes our understanding of the services requested by Montgomery County (Clients) from Bellwether LLC (Bellwether). This letter represents a binding contract. If acceptable, please sign below and return a copy to Bellwether LLC by scanning and email to Bruce@BellwetherAdvantage.com or mail to the above address.

Agreement is as follows:

Baseline Understanding

You contacted Bellwether LLC requesting to renew your contract for Bellwether Budget Services including the following:

- Working with the County Commissioners to establish a County Budget Strategy
- Compiling and reviewing data to understand the revenue and expense patterns for Montgomery County and the overall effectiveness of the budget process.
- Develop and deliver easy to understand processes to develop and amend budgets
- Develop and deliver drafts as necessary
- Support the full budget development process from initiation to final approval.

Proposal / Timeline

The packets for departments are anticipated in June 2024 with return to Bellwether by early July. Our first draft of budget is expected in August 2024. Some departments may present estimated pending information from the State of Illinois (i.e., IDOT funding). This will result in incremental drafts through September 2024. A final working draft is anticipated in October 2024.

Travel to Montgomery County is anticipated as needed from June to October / November. Throughout the year Bellwether is available for virtual support for scenario questions and to amendment documents as needed.

21/063

Occasionally the budget process reveals challenges that may be addressed by additional Bellwether services. These opportunities shall be addressed in a separate agreement as needed.

Payment

The total annual cost for the budget service is Twelve Thousand Dollars (\$12,000) payable in two invoices of Six Thousand Dollars (\$ 6,000).

- First Invoice of \$6,000 is submitted at the start of the process each year.
- Second Invoice of \$6,000 is submitted at the final budget submission each year.

Requested presence at meetings outside of the budget cycle are billed separately at mileage plus lodging.

Bellwether understands county finance processes take time. The dates for payments shall not interfere with project work. Clients are asked to provide estimated paid dates at time of invoicing.

Duration / Termination

This letter of agreement represents a one-year commitment on both parties. Services shall be provided for Fiscal Year 2025 with sequential years added by addendum to this agreement. Either party may terminate the agreement / addendum prior to commencement of work for that budget cycle without obligation.

Once work has begun (typically May) client is responsible for full payment of Twelve Thousand Dollars (\$12,000) regardless of when the agreement is terminated.

Condition

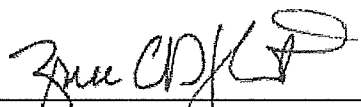
Entire Agreement: This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended, or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties or agreement of any kind, except as is expressly described in this Agreement.

Governing Law: This Agreement shall be interpreted in accordance with the laws of Illinois. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement

21064


shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me by emailing a scanned, signed copy or by US Postal Service.



Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

AGREEMENT

Accepted and agreed to on 2/13, 2024 by  Signature

Doug Donaldson, Montgomery County
Printed Name Board
Chairman

RESOLUTION

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Board, in regular session, this 13th day of Feb, 20²⁴ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

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

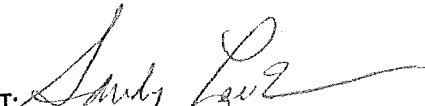
BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

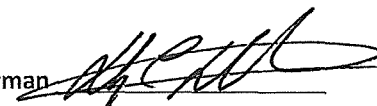
BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed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

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this County by a court having jurisdiction, this County will provide reasonable and necessary clerical and administrative support and victim-witness coordination on an as-needed basis and will also cover all reasonable and necessary case expenses such as expert witness fees, transcripts, evidence presentation, documents, lodgings, and all other expenses directly related to the prosecution of the case.

BE IT FURTHER RESOLVED that the Montgomery County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor, commencing December 1, 2023 and ending November 30, 2024, by hereby appropriating the sum of \$9,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the stated twelve month period.

Passed and adopted by the County Board of Montgomery County, Illinois, this 13th day of Feb, 20²⁴.

ATTEST: 
County Clerk

Chairman 

2/10/66



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-782-6300

PATRICK J. DELFINO
DIRECTOR

BEN GOETTEN
CHAIRMAN

DAVID J. ROBINSON
CHIEF DEPUTY DIRECTOR

January 8, 2024

DEPUTY DIRECTORS

EDWARD R. PSENICKA
SECOND DISTRICT

Nikki Lohman
Montgomery County Treasurer
PO Box 595
Hillsboro, IL 62049

THOMAS D. ARADO
THIRD DISTRICT

DAVID J. ROBINSON
FOURTH DISTRICT

PATRICK D. DALY
FIFTH DISTRICT

Dear Ms. Lohman:

BOARD OF GOVERNORS

FIRST DISTRICT:

KIMBERLY M. FOX
STATE'S ATTORNEY
COOK COUNTY

The Agency received your county's fiscal year 2024 contribution in the amount of \$9,000, check 061231. We also received the county resolution, which shows an amount due of \$8,000. The check is correct, however, we cannot cash the check until a new resolution is approved showing the correct amount. Enclosed please find the current resolution with the correct amount. The resolution can be returned by mail or email at gmundy@ilsaap.org. Should you have any questions you can contact me at 217-782-1632.

SECOND DISTRICT:

PATRICK D. KENNEALLY
STATE'S ATTORNEY
McHENRY COUNTY

ERIC WEIS
STATE'S ATTORNEY
KENDALL COUNTY

Sincerely,

THIRD DISTRICT:

ROBERT BERLIN
STATE'S ATTORNEY
DuPAGE COUNTY

Gloria Mundy
Chief Fiscal Officer

JOSEPH R. NAVARRO
STATE'S ATTORNEY
LaSALLE COUNTY

FOURTH DISTRICT:

BEN GOETTEN
STATE'S ATTORNEY
JERSEY COUNTY

J. HANLEY
STATE'S ATTORNEY
WINNEBAGO COUNTY

GRAY HERNDON NOLL
STATE'S ATTORNEY
MORGAN COUNTY

FIFTH DISTRICT:

JAMES GOMRIC
STATE'S ATTORNEY
ST. CLAIR COUNTY

www.ilsaap.org



21/067

Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: **MFT PE**

Agreement Type: **Supplement** Number: **1**

LOCAL PUBLIC AGENCY

Local Public Agency: **Montgomery County** County: **Montgomery** Section Number: **17-09117-00-BR** Job Number:

Project Number: Contact Name: **Cody Greenwood** Phone Number: **(217) 532-6109** Email: **montgomerycoeng@gmail.com**

SECTION PROVISIONS

Local Street/Road Name: **TR 167A / N. 17th Ave.** Key Route: Length: **0.05 mi.** Structure Number: **068-3370**

Location Termini: **0.25 miles east of E 14th Rd to 0.25 miles east of E 14th Rd**

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: **Chastain & Associates LLC** Contact Name: **Corey Franzen** Phone Number: **(217) 422-8544** Email: **cfranzen@chastainengineers.com**

Address: **Country Club Rd.** City: **Decatur** State: **IL** Zip Code: **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 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
Chastain & Associates LLC	37-0714576	\$19,400.00
Subconsultants		
Subconsultant Total		
Prime Consultant Total		\$19,400.00
Total for all work		\$19,400.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The County of Montgomery County

By (Signature & Date)
[Signature] 2/13/24

Local Public Agency Montgomery County
Local Public Agency Type County Clerk

By (Signature & Date)
[Signature] 2-13-24

Title County Board Chairman

(SEAL)

Executed by the ENGINEER:

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

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

Title PM

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

Title Member

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature]

21073

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.

21|074

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

21075

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"/>
	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
	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"/>
	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

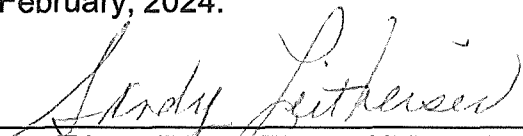
WHEREAS, the Road District has agreed to pay one-half of the total construction cost as shown in the table below.

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):

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
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.

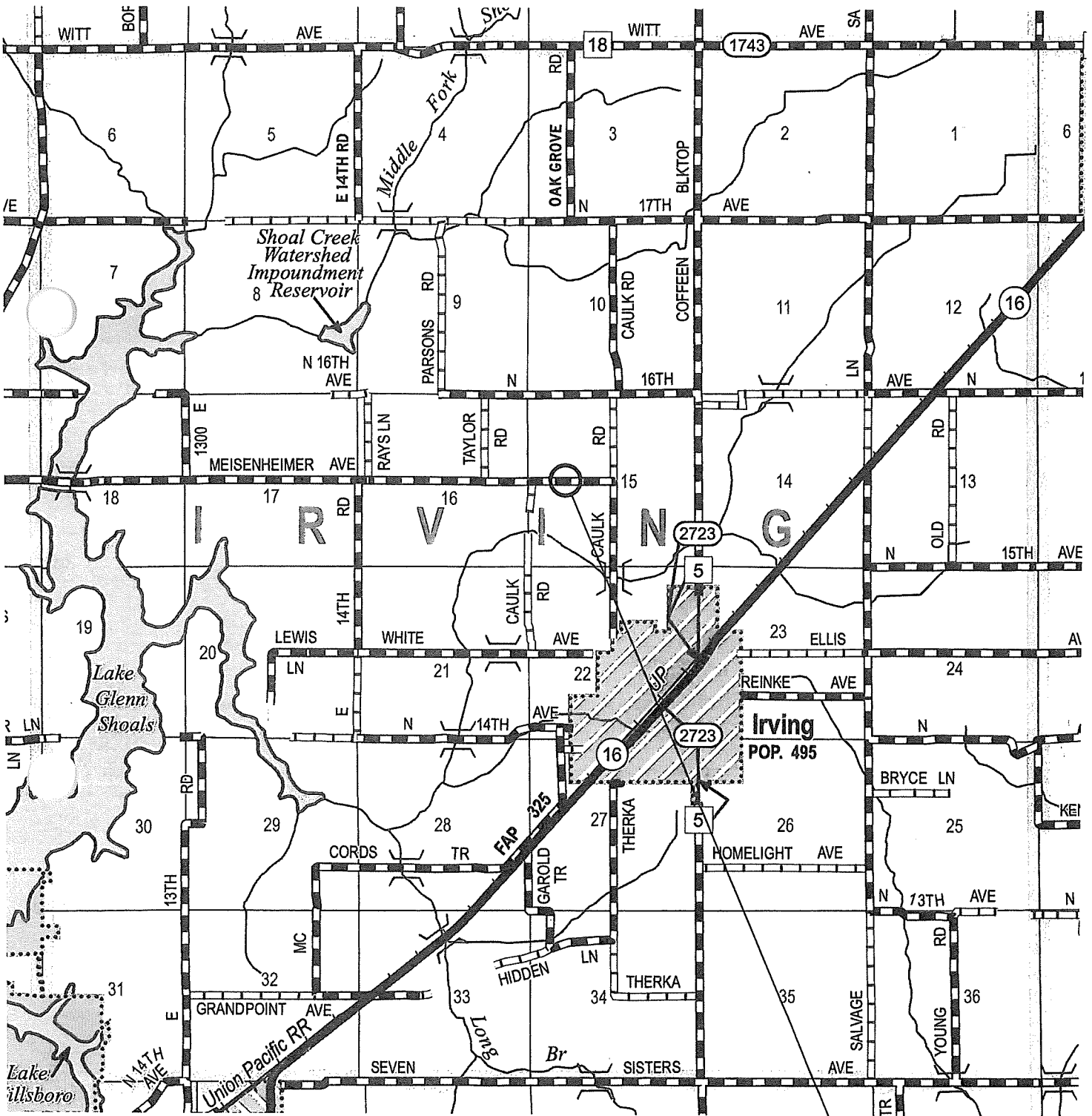
Approved and adopted by the Montgomery County Board this 13th day of February, 2024.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1262
50/50 Culvert Replacement
Irving Township

21077



Proposed 96"ERS x 32' Polycoated Pipe Culvert



21078

Local Public Agency
Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

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:

Project Description:

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: A full time LPA employee authorized to administer inherently governmental PROJECT activities
- Contractor: 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 a 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 purport 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 the 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:

Local Public Agency Type Local Public Agency

Attest:

The County of Montgomery County

By (Signature & Date)

Andy Fetherston 2/13/24

By (Signature & Date)

[Signature] 2-13-24

Local Public Agency

Local Public Agency Type

Title

Montgomery County

County

Clerk

County Board Chairman

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hanson Professional Services, Inc.

By (Signature & Date)

Cindy Buscher-Hollam

By (Signature & Date)

DocuSigned by: *Dennis J. Hollahan* 2/5/2024
6EB2934875164C3...

Title

Senior Project Manager 2/5/2023

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 title 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

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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.

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

**EXHIBIT B
PROJECT SCHEDULE**

- | |
|--|
| <p>1. Property Appraisal and Appraisal Review Services & Market Data Book</p> <ul style="list-style-type: none"> 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. <p>2. Negotiations</p> <ul style="list-style-type: none"> 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"/>
	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
	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"/>
	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"/>

**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 the impacts upon existing or contemplate 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 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 or 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

21091

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~~



21092

~~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 with 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.~~

21093

**National Agriculture Day Resolution
In support of Montgomery County Agriculture
Resolution 2024-04**

On National Ag Day, Montgomery County recognizes the significant impact agriculture plays within our county, state and country. Agriculture is Illinois' number one industry and employs citizens across this state. From farm fields to urban farms, and to the manufacturing of food and fiber, agriculture is essential to the daily lives of American citizens.

WHEREAS, Illinois accounts for 70,700 farms, which equates to 26,300,000 acres.

WHEREAS, 96% of farms are family owned within Illinois.

WHEREAS, agriculture contributes a total of \$543.1 billion in agricultural products.

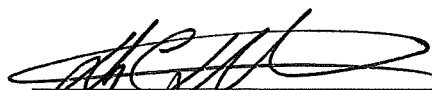
WHEREAS, the total value of crops in 2022 was \$281 billion, up 45% from 2017. For livestock, the value was \$262 billion, up 35%.

WHEREAS, the American farmer represents one of the oldest professions in our country. The farmer has evolved to embrace new technologies that protect our soil, water and air.

NOW, THEREFORE, the Montgomery County Board recognizes March 19, 2024, as National Agriculture Day. This board calls on our citizens to recognize and celebrate the contributions farmers and farm families have made to better the lives of our citizens.

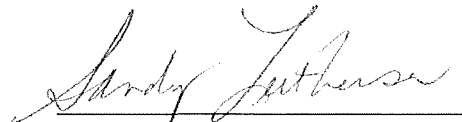
ADOPTED by the Montgomery County Board this 12th day of March, 2024.

APPROVED:



Doug Donaldson, Chairman
Montgomery County Board

ATTEST:



Sandy Leitheiser, County Clerk
Montgomery County

*All information within the resolution is sourced from the United States Department of Agriculture 2022 Census of Agriculture.

* 2023 State Agriculture Overview, USDA/NASS

21/094

COUNTY OF MONTGOMERY
RESOLUTION 2024- 05
ADOPTING THE 2024 MONTGOMERY COUNTY
MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

WHEREAS the Montgomery County Board recognizes the threat that natural hazards, including severe thunderstorms, severe winter storms, floods, and tornadoes among others, pose to people and property within Montgomery County; and

WHEREAS the Montgomery County Board has prepared a natural hazards mitigation plan, hereby known as the 2024 Montgomery County Multi-Jurisdictional Natural Hazards Mitigation Plan in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, and the National Dam Safety Program Act, as amended; and

WHEREAS the 2024 Montgomery County Multi-Jurisdictional Multi-Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Montgomery County from the impacts of future hazards and disasters; and

WHEREAS adoption by the Montgomery County Board demonstrates its commitment to hazard mitigation and achieving the goals outlines in the 2024 Montgomery County Multi-Jurisdictional Natural Hazards Mitigation Plan.

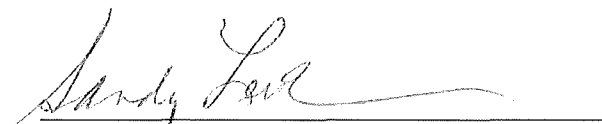
NOW THEREFORE, BE IT RESOLVED BY MONTGOMERY COUNTY, ILLINOIS, THAT the Montgomery County Board adopts the 2024 Montgomery County Multi-Jurisdictional Natural Hazards Mitigation Plan and agrees to participate in the annual maintenance and evaluation of the Plan.

ADOPTED by a vote of 13 in favor and 0 against, and 0 abstaining, this 12th day of March, 2024.



Doug Donaldson
Montgomery County Board Chairman

ATTEST:



Sandy Leitheiser
Montgomery County Clerk

RESOLUTION NO. 2024-06**A RESOLUTION DECLARING THAT MONTGOMERY COUNTY WILL NOT SPEND OR ACCEPT LOCAL TAX DOLLARS ON THE IMMIGRATION CRISIS FOR MIGRANTS AND/OR ASYLUM SEEKERS ENTERING MONTGOMERY COUNTY**

WHEREAS, The Montgomery County Board understands that emergency circumstances or need may arise that warrants or requires unexpected and limited use of resources to deal with issues related to the immigration crisis; and

WHEREAS, there is a national immigration crisis at the border between the United States and Mexico where an unprecedented and overwhelming number of migrants and asylum seekers are crossing over the open border and entering the United States; and

WHEREAS, this immigration crisis involves a large influx of migrants and asylum seekers without family, jobs, housing or other resources, which has placed a significant demand on the resources needed to support these individuals in the communities in which they have arrived; and

WHEREAS, the federal government has failed or refused to adequately anticipate and react to the exigent and emergent circumstances, resulting in millions of migrants and asylum seekers traveling to the State of Illinois after entering into the United States; and

WHEREAS, the state government has failed or refused to adequately anticipate and properly react to the exigent and emergent circumstances, and continues extending a 30-day proclamation (first issued in September 2022) declaring Illinois a "welcoming state" and all counties in Illinois a disaster area as a result of the immigration crisis, giving broad executive power to the Governor; and

WHEREAS, the Mayor of Chicago, Brandon Johnson, in May 2023, issued an executive order establishing a "Deputy Mayor for Immigrant, Migrant, and Refugee Rights" to assist with efforts to address the immediate needs and programmatic goals to ensure the efficacy of Chicago's status as a welcoming and sanctuary city; and

WHEREAS, Mayor Johnson, although declaring Chicago as a sanctuary city, has failed and refused to adequately address the needs of such migrants and asylum seekers transferred to Chicago and has instead abdicated his duties and responsibilities to those migrants and asylum seekers, causing them to be transferred to other Illinois cities; and

WHEREAS, some bus services have been retained to drop off large numbers of these individuals- including children -without warning at unpredictable hours and in all weather conditions in a manner that leaves the individuals exposed to great risks, and the communities in which they arrive unprepared to assist them adequately; and

WHEREAS, there is no reason to believe after arriving here that any such migrants or asylum seekers will leave Montgomery County, Illinois or that many more migrants and asylum seekers will not be transported to Montgomery County, Illinois; and

WHEREAS, Montgomery County is not in a position to care for a large influx of individuals who do not have the resources to provide housing and other basic necessities for themselves; and

WHEREAS, all temporary housing shelter beds in Montgomery County are currently at maximum capacity and/or do not exist and cannot accommodate additional homeless individuals; and

WHEREAS, there is a reasonable apprehension of immediate danger of public emergency of potentially thousands being transported to Montgomery County and that Montgomery County will be responsible for the cost of the public safety and the care of these persons and all others effected in Montgomery County; and

WHEREAS, the Montgomery County Board anticipates potential civil disobedience and protesting on this issue against the transportation of migrants and asylum seekers to Montgomery County which would expend resources to this issue and take away from services to local Montgomery County residents; and

WHEREAS, Montgomery County tax dollars are budgeted to meet the needs of Montgomery County residents and adding to the cost of public services, such as law enforcement, housing, food, and medical care, for a large number of migrants and asylum seekers would be detrimental to the budget needed to provide essential services for legal tax paying citizens; and

WHEREAS, Montgomery County has inadequate infrastructure to meet the needs of migrants and asylum seekers including but not limited to transportation, food, and medical care; and

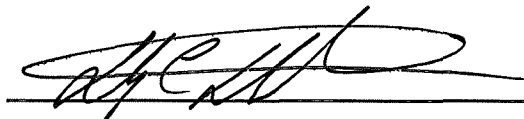
WHEREAS, there is reasonable apprehension of immediate danger thereof, that public safety is imperiled thereby, for the residents of Montgomery County as well as the migrants and asylum seekers; and

WHEREAS, Montgomery County does not have resources to establish itself as a sanctuary county; and

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS THAT:

Absent emergency circumstances, Montgomery County will not accept or provide tax payer funded services or dollars to migrants and/or asylum seekers as a result of the immigration crisis and emergency created by the City of Chicago, State of Illinois, and the Federal Government in failing to adequately prepare for and prevent the exponential increase of illegal migrants and/or asylum seekers entering the United States of America who travel into the State of Illinois or County of Montgomery.

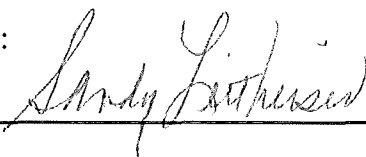
PASSED this 12th day of March 2024.



Doug Donaldson

County Board Chairman

ATTEST:



Sandy Leitheiser

Montgomery County Clerk & Recorder

Montgomery County – Ordinance # 2024-07**Ordinance to Determine the Compensation
of Various Montgomery County Elected Officials**

WHEREAS, Article VII, Section 4 of the Illinois Constitution defines the Coroner and the Circuit Court Clerk as County Officers; and

WHEREAS, Division 4-6 of the Counties Code authorized for County board to determine the compensation of County Officers; and

WHEREAS, Division 4-6 of the Counties Code further provides that the Coroner and Circuit Court Clerk shall, in addition to the compensation provided by the County Board, receive an additional award or stipend payable by the State of Illinois, separate and apart from the compensation of such officer as set by the County Board, as payment for the duties such officer must, by law, render to the State; and

WHEREAS, the Local Government Officer Compensation Act provides that whenever the compensation of elected officers of units of local government is fixed by that unit of local government, such compensation shall be fixed at least 180 days before the beginning of the terms of the officers; and

WHEREAS, Section 27.3(a) of Clerk of Courts Act authorized the County Board to determine the compensation of the Clerk of the Circuit Court; and

WHEREAS, Section 27.3(d) of the Clerk of Courts Act further provides that in addition to the compensation provided by the County Board, the Clerk of the Circuit Court shall receive an award from the State for the additional duties imposed by Sections 5-9-1 and 5-9-1.2 of the Unified Code of Corrections, Section 10 of the Violent Crime Victims Assistance Act, Section 16-104a of the Illinois Vehicle Code, and other laws; and

WHEREAS, the County Board has from time-to-time provided by Ordinance that the elected officers for whom it determines the compensation may, in their discretion, participate in additional non-salary employee benefits as part of their compensation.

NOW THEREFORE, BE IT ORDAINED BY THE MONTOMERY COUNTY BOARD, that the County-portion of the salaries of the following County Officers shall be and hereby are determined as follows:

Officer	FY 2025	FY 2026	FY 2027	FY 2028
Coroner	\$35,547	\$37,747	\$39,947	\$42,147
Circuit Court Clerk	\$74,977	\$77,177	\$79,377	\$81,577

And; further

BE IT ORDANINED, that in addition to the salaries fixed by the Ordinance, each elected officer may, in his or her discretion, participate in any employee benefit or other form of compensation authorized by law or by the County Board; and further;

Enacted and approved this 12th day of March, 2024 in Montgomery County, Illinois



Doug Donaldson, County Board Chairman

Attest: 

Sandy Leitheiser County Clerk

Salary for Elected Officials 1990-2024

Year	Coroner		Circuit Clerk	County Clerk	Treasurer	Sheriff	States Attorney
1990	\$15,000	56%	\$27,000	\$27,000	\$27,000	\$37,000	\$65,500
1991	\$15,000	53%	\$28,500	\$28,500	\$32,000	\$38,110	\$80,000
1992	\$15,000	50%	\$30,000	\$30,000	\$30,000	\$39,253	\$80,000
1993	\$16,350	52%	\$31,500	\$31,500	\$31,500	\$40,431	\$80,000
1994	\$16,800	51%	\$33,000	\$33,000	\$33,000	\$41,644	\$87,123
1995	\$16,800	51%	\$33,000	\$33,000	\$33,000	\$41,644	\$96,837
1996	\$16,800	51%	\$33,000	\$33,000	\$33,000	\$41,644	\$96,837
1997	\$17,300	52%	\$33,000	\$33,000	\$33,000	\$41,644	\$96,837
1998	\$17,800	50%	\$35,500	\$35,500	\$35,500	\$41,644	\$96,837
1999	\$18,300	52%	\$35,500	\$35,500	\$35,500	\$44,144	\$117,083
2000	\$18,850	53%	\$35,500	\$35,500	\$35,500	\$44,144	\$120,595
2001	\$20,200	57%	\$35,500	\$35,500	\$35,500	\$44,144	\$129,807
2002	\$20,200	53%	\$38,000	\$38,000	\$38,000	\$44,144	\$134,090
2003	\$20,200	46%	\$44,080	\$44,080	\$44,080	\$51,207	\$134,090
2004	\$20,200	46%	\$44,080	\$44,080	\$44,080	\$51,207	\$134,090
2005	\$21,008	48%	\$44,080	\$44,080	\$44,080	\$51,207	\$137,580
2006	\$21,800	49%	\$44,080	\$44,080	\$44,080	\$51,207	\$141,569
2007	\$22,600	50%	\$45,623	\$45,623	\$45,623	\$53,000	\$154,987
2008	\$23,400	49%	\$47,748	\$47,748	\$47,748	\$54,855	\$160,411
2009	\$24,219	50%	\$48,872	\$48,872	\$48,872	\$56,775	\$160,411
2010	\$25,066	50%	\$50,583	\$50,583	\$50,583	\$58,762	\$166,508
2011	\$25,943	44%	\$58,676	\$58,676	\$58,676	\$68,120	\$166,508
2012	\$26,851	46%	\$58,676	\$58,676	\$58,676	\$68,120	\$166,508
2013	\$31,147	53%	\$58,676	\$58,676	\$58,676	\$68,120	\$166,508
2014	\$31,147	53%	\$58,676	\$58,676	\$58,676	\$68,120	\$166,508
2015	\$31,147	51%	\$60,495	\$60,495	\$60,495	\$70,250	\$166,508
2016	\$31,147	50%	\$62,370	\$62,370	\$62,370	\$72,428	\$166,508
2017	\$31,147	48%	\$64,303	\$64,303	\$64,303	\$74,674	\$166,508
2018	\$31,147	47%	\$66,297	\$66,297	\$66,297	\$76,987	\$166,508
2019	\$31,147	47%	\$66,817	\$66,817	\$66,817	\$77,507	\$171,683
2020	\$31,147	46%	\$66,817	\$67,337	\$67,337	\$78,027	\$173,745
2021	\$31,697	47%	\$66,817	\$67,857	\$67,857	\$78,547	\$178,960
2022	\$32,247	47%	\$66,817	\$68,377	\$68,377	\$79,067	\$183,483
2023	\$32,797	46%	\$66,817	\$70,577	\$70,577	\$118,412	\$146,188
2024	\$33,347	46%	\$72,777	\$72,777	\$72,777	\$124,777	\$152,912
2025	\$35,547	47%	\$74,977	\$74,977	\$74,977		
2026	\$37,747	49%	\$77,177	\$77,177	\$77,177		
2027	\$39,947	50%	\$79,377				
2028	\$42,147	52%	\$81,577				

\$2,200
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2023
2024
2025
2026
2027
2028

UCCI Median Salary

Coroner	Circuit C	County C	Treasurer	Sheriff	State's A
\$36,134	\$69,000	\$69,991	\$70,050	\$116,951	\$150,720
\$40,591	\$72,466	\$72,864	\$72,608	\$154,477	\$188,754

21098

211099

Equipment Lease Agreement

This Equipment Lease Agreement (the "Agreement") is made and entered on March 12, 2024, by and between Montgomery County ("Lessor") and DC Waste & Recycling, Inc ("Lessee") (collectively referred to as the "Parties").

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the following equipment:

Recycling Baler

(the "Equipment").

2. LEASE TERM: The lease will start on April 1, 2024 (begin date) and will end on March 31, 2026 (end date). Upon 30-day notice, Lessee will have the option to extend the terms of the Lease Agreement through March 31, 2027. If executed, Lessee will have second option to extend the terms of the Lease Agreement through March 31, 2028.

3. LEASE PAYMENTS: Lessee agrees to pay to Lessor as rent for the Equipment the amount of \$700 ("Rent") each month in advance at: Historic Courthouse, #1 Courthouse Square, Hillsboro, IL 62049 (address for rent payment) or at any other address designated by Lessor. If the Lease Term does not start on the first day of the month or end on the last day of a month, the rent will be prorated accordingly.

4. LATE CHARGES: If any amount under this Agreement is more than 15 days late, Lessee agrees to pay a late fee of \$25 per day.

5. SECURITY DEPOSIT: Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of \$0 as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Lessor may use part or all of the security deposit to repair any damage to Equipment caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance. Lessee shall not apply or deduct any portion of any security deposit from the last or any month's rent. Lessee shall not use or apply any such security deposit at any time in lieu of payment of rent. If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.

6. DELIVERY: Lessee shall be responsible for all expenses and costs: i) at the beginning of the Lease Term, of shipping the Equipment to Lessee's premises and ii) at the end of the Lease Term, of shipping the Equipment back to Lessor's premises.

7. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment. Lessor may, at its option, hold Lessee liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term and any rent paid by any successive lessee if the Equipment is re-let minus the cost and expenses of such reletting. In the event Lessor is unable to re-let the Equipment during any remaining term of this Agreement, after default by Lessee, Lessor may at its option hold Lessee liable for the balance of the unpaid rent under this Agreement if this Agreement had continued in force.

8. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement. **Lessor's location shall be limited to Hillsboro, IL.**

9. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance of storage of the Equipment.

10. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

11. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

12. INSURANCE: Lessee shall be responsible to maintain insurance on the Equipment with losses payable to Lessor against fire, theft, collision, and other such risks as are appropriate and specified by Lessor. Upon request by Lessor, Lessee shall provide proof of such insurance.

21101

13. ENCUMBRANCES, TAXES AND OTHER LAWS: Lessee shall keep the Equipment free and clear of any liens or other encumbrances, and shall not permit any act where Lessor's title or rights may be negatively affected. Lessee shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Equipment. Furthermore, Lessee shall promptly pay all taxes, fees, licenses and governmental charges, together with any penalties or interest thereon, relating to the possession, use or maintenance of the Equipment.

14. LESSORS REPRESENTATIONS: Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee pays the Rent in a timely manner and performs all other obligations under this Agreement.

15. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor.

16. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

17. ASSIGNMENT: Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

18. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

19. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

20. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service to:

Lessor:

Montgomery County Board
#1 Courthouse Square
Hillsboro, IL 62049

Lessee:

DC Waste & Recycling, Inc.
PO Box 20
Hillsboro, IL 62049

Either party may change such addresses from time to time by providing notice as set forth above.

21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

22. CUMULATIVE RIGHTS: Lessor's and Lessee's rights under this Agreement are cumulative and shall not be construed as exclusive of each other unless otherwise required by law.

23. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

24. INDEMNIFICATION: Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

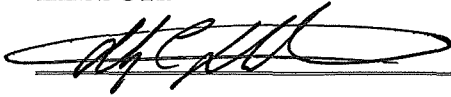
25. ADDITIONAL TERMS & CONDITIONS

DC Waste & Recycling Inc. shall continue to provide (1) 65 gallon tote for commingled recycling at no cost to the county. This shall be located adjacent to the two yard trash container at the Historic Courthouse.

211103

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR:



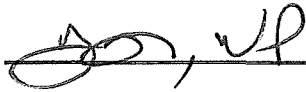
Doug Donaldson

(Name)

Chairman, Montgomery County Board

(Position, if applicable)

LESSEE:



Bryan Deming

(Name)

VP, DC Waste & Recycling, Inc

(Position, if applicable)

21|104

FY 2024

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
HILLSBORO AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax (**\$113,405**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

On or before December 31, 2024 the county shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2024 and December 31, 2024, in accordance with the Real Estate Tax Distribution Schedule.

1. The HAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2023 through November 30, 2024.**
2. HAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. HAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The HAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the HAAS, that the HAAS is violation of State regulations, said funds to be disbursed upon the HAAS coming into compliance.
5. The HAAS will submit a tentative **FY '25** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2024.**
6. The HAAS shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the HAAS.
7. The HAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Board Admin Office on or before **December 31, 2024**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the HAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
8. The HAAS shall provide a 3rd party audit review every year of the HAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5th year, the next full audit will be due **August of 2028.**
9. The HAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the County. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the HAAS or its duly authorized agent.

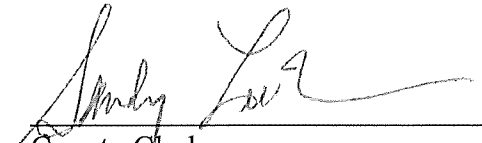
21106

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


County Board Chairman

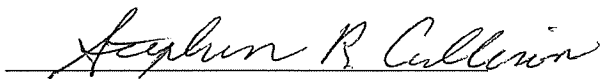
3/12/24
Date

Attest:


County Clerk

3/12/24
Date

HILLSBORO AREA AMBULANCE SERVICE
Not For Profit Corporation


Authorized Representative

Feb 22, 2024
Date

President of Board of Directors
Title

21|107

FY 2024

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
NOKOMIS-WITT AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax (**\$319,172**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

On or before December 31, 2024 the county shall have reimbursed to the NWAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2024 and December 31, 2024, in accordance with the Real Estate Tax Distribution Schedule.

1. The NWAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2023 through November 30, 2024.**
2. NWAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. NWAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The NWAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the NWAAS, that the NWAAS is violation of State regulations, said funds to be disbursed upon the NWAAS coming into compliance.
5. The NWAAS will submit a tentative **FY '25** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2024.**
6. The NWAAS shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the NWAAS.
7. The NWAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Board Admin Office on or before **December 31, 2024**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the NWAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
8. The NWAAS shall provide a 3rd party audit review every year of the NWAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5th year, the next full audit will be due **August of 2028.**
9. The NWAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the County. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the NWAAS or its duly authorized agent.

21109

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

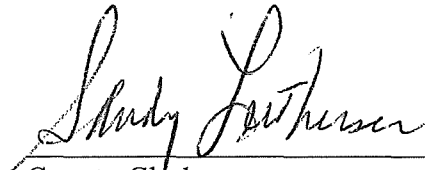


County Board Chairman

3/12/24

Date

Attest:

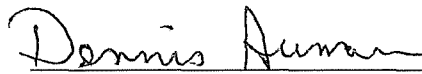


County Clerk

3/12/24

Date

NOKOMIS-WITT AREA AMBULANCE SERVICE



Authorized Representative

22 FEB 24

Date

PRESIDENT

Title

21110

Duplicate
already approved
by CB: 4/2023

ORDINANCE 2024- 08

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services."* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 10,000.00 shall be made available for the purchase of Pagers for Nokomis-Witt Ambulance .

This Ordinance shall be in effect upon passage.

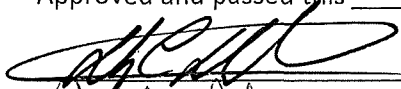
YES: 13


NO: 0

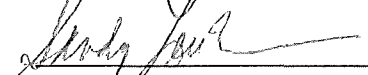
ABSTAIN: 0

ABSENT: 1

Approved and passed this 12th day of March, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

21111

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-05

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

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

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

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

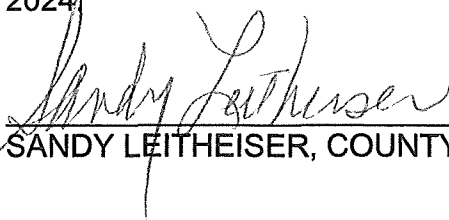
WHEREAS, 605 ILCS 5/5-502 provides that the County may construct or repair a bridge, culvert or drainage structure, on, across or along any highway, at the entire expense to the County.

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1263 Witt Ave. C.H. #18	Montgomery County	100 %	\$12,000.00
		%	
TOTAL =		100 %	\$12,000.00

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

Approved and adopted by the Montgomery County Board this 12th day of March, 2024


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1263
100% County Culvert Replacement
Witt Ave. - CH 18

21112

R 3 W

1300E

1400E

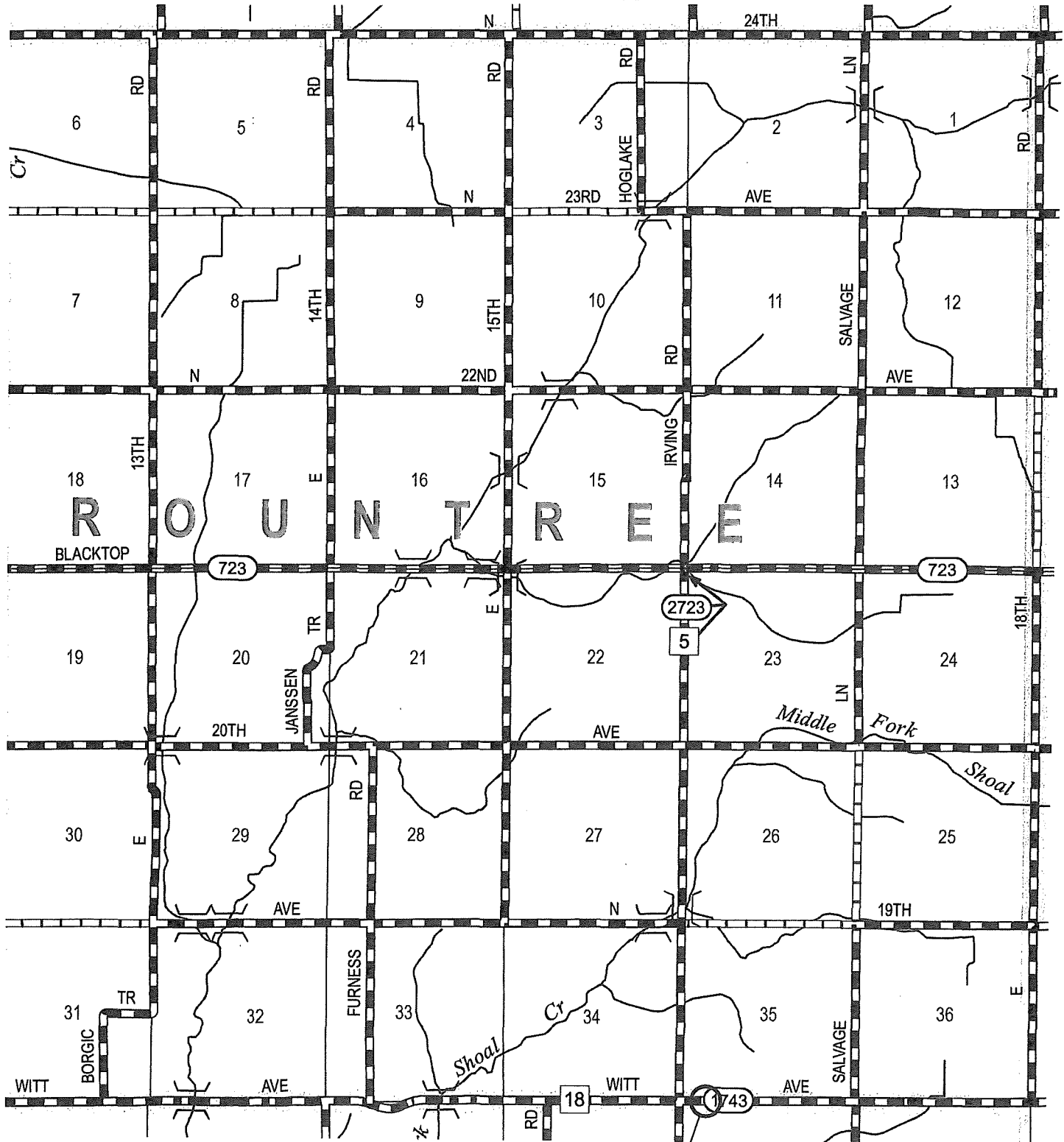
1500E

1600E

1700E

1800E

COUNTY



Proposed 48"ERS x 53' Polycoated Pipe Culvert

21113

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-06

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

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

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

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

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

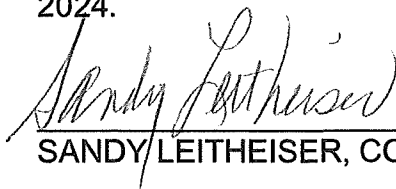
NOW THEREFORE, BE IT RESOLVED that the Montgomery County Board deems it expedient to construct or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1264 New Bethel Ave. C.H. #18	Montgomery County	100 %	\$8,000.00
		%	

TOTAL = 100 % \$8,000.00

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

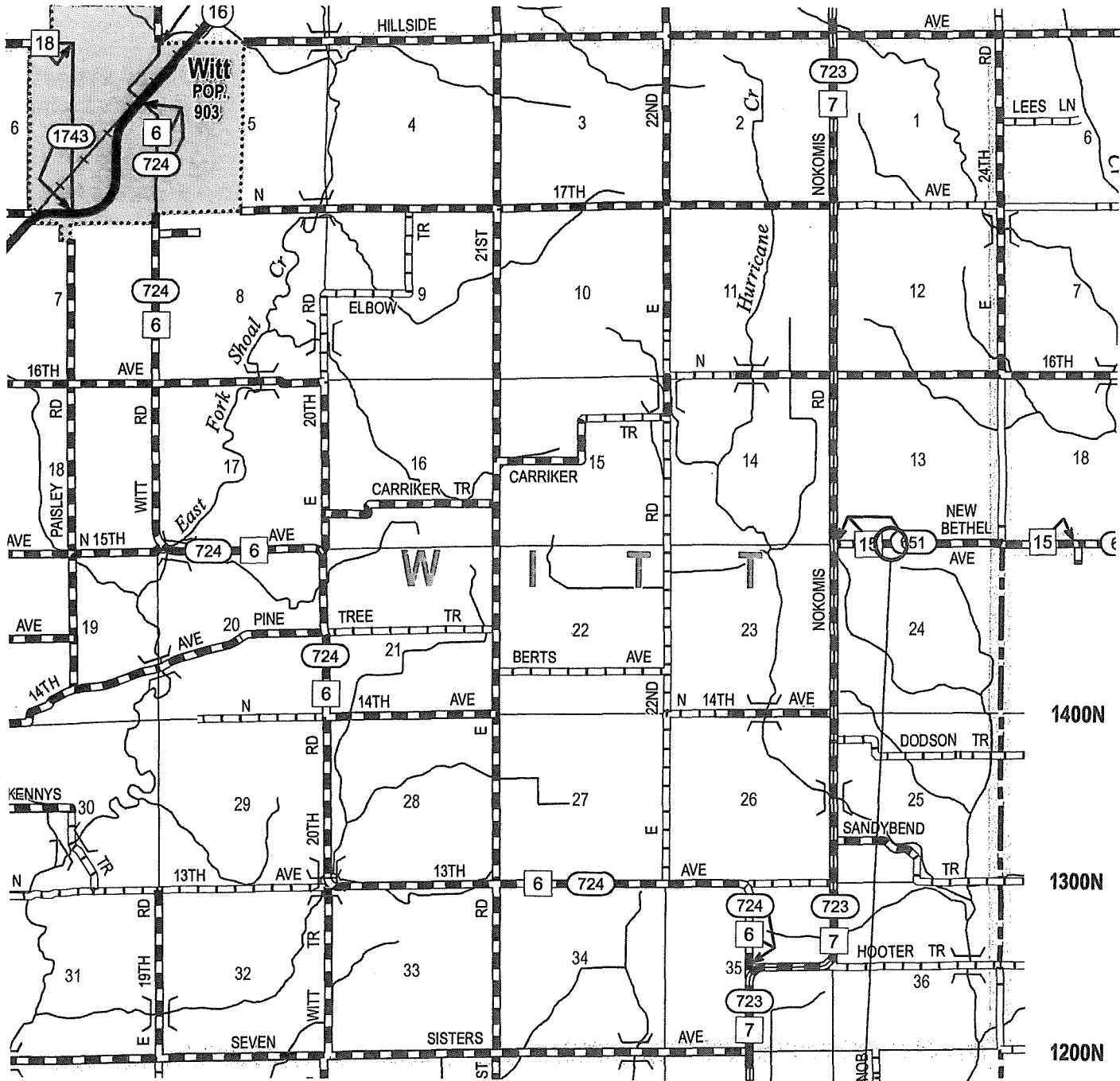
Approved and adopted by the Montgomery County Board this 12th day of March, 2024.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

21114

MCHD Proj. #1264
100% County Culvert Replacement
New Bethel Ave. - CH 15



Proposed 36"ERS x 38' Polycoated Pipe Culvert

21/115

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-07

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1265 Fillmore Tr. C.H. #8	Montgomery County	100 %	\$8,000.00
		%	

TOTAL = 100 % \$8,000.00

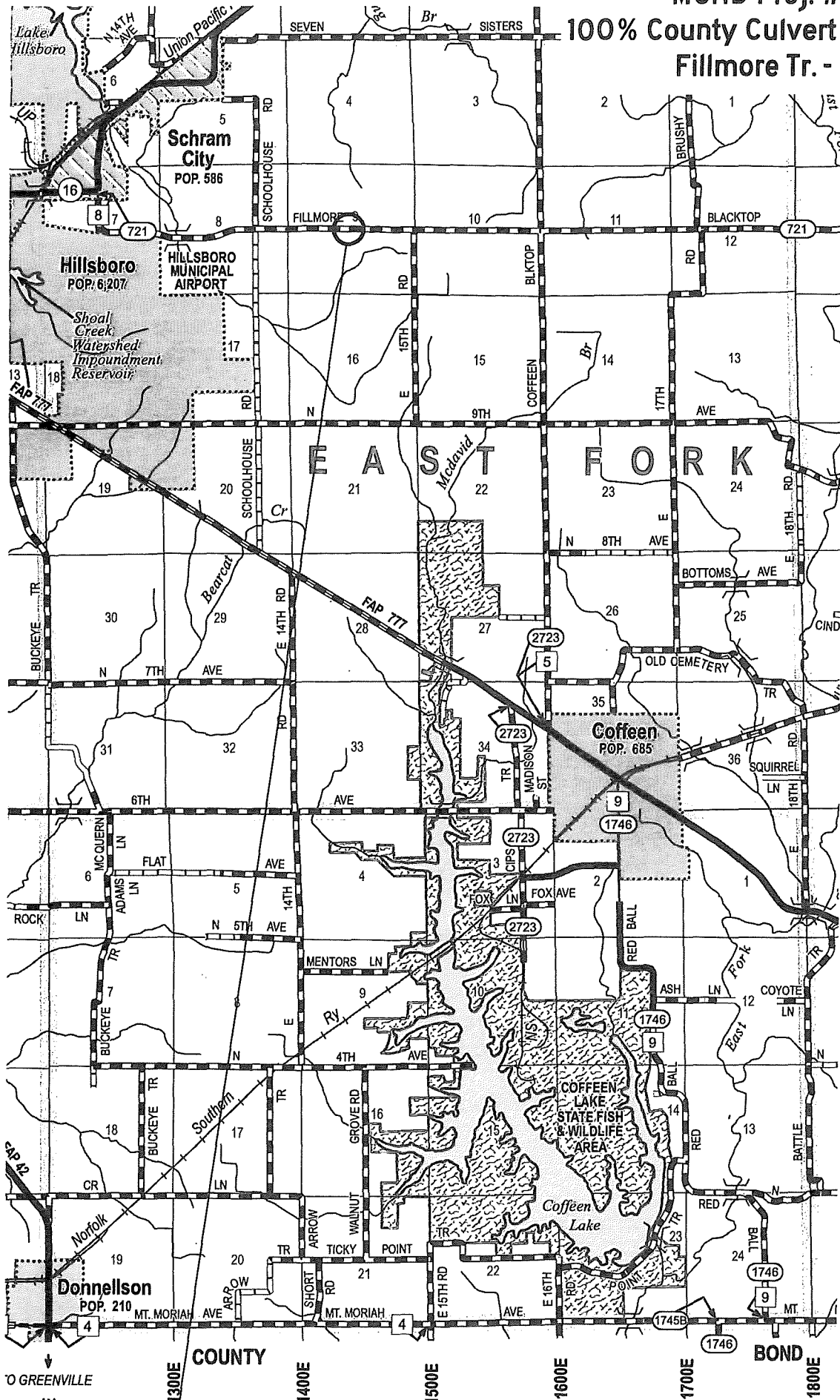
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 12th day of March, 2024.

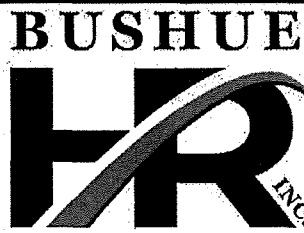

SANDY LEITNER, COUNTY CLERK

(SEAL)

100% County Culvert Replacement
Fillmore Tr. - CH 8



Proposed 36"ERS x 45' Polycoated Pipe Culvert



Bushue HR, Inc.
P.O. Box 89
Effingham, IL 62401

Phone: (217) 342-3046
Fax: (217) 342-5673
Email: info@bushuehr.com

21117

April 2, 2024

Attn.: Mike Plunkett
Montgomery County
#1 Courthouse Square, Room 202
Hillsboro, IL. 62049

Dear Mr. Plunkett:

Agreement

Agreement made April 10, 2024, between Montgomery County, with principal offices at #1 Courthouse Square, Room 202, Hillsboro, IL. 62049, hereinafter called "Client" and Bushue HR, Inc. with principal offices at P.O. Box 89, Effingham, IL 62401 hereinafter called "Consultant."

1. Services:

Consultant, as an independent contractor, agrees to provide, during the term of this agreement, the following services:

- **Bushue HR, Inc. agrees to provide Human Resource, Risk Management, & Insurance Consulting on a retainer basis.**
- **This consulting engagement may consist of participation in meetings, phone, e-mail, or fax as necessary. A complete breakdown of activities to be completed for the above services shall be developed with administration.**

2. Compensation:

- Client shall pay Consultant at a rate of \$9,480 (\$790.00 per month) from April 1, 2024 through March 31, 2025. Client shall then pay Consultant at a rate of \$9,600 (\$800.00 per month) from April 1, 2025 through March 31, 2026. Client shall pay Consultant at a rate of \$9,720 (\$810.00 per month) from April 1, 2026 through March 31, 2027.

3. Payment Terms:

- Consultant will invoice Client on an annual basis.
- A late payment fee of 5% of the amount due will be charged for any payment after its due date.

4. Term:

The initial term of this Agreement shall commence on the 1st day of April 2024 and end on or prior to the last day of March 2027, provided however that all services can be performed during this time. This agreement may be extended beyond the initial term or any extension term only by the written agreement of both parties.

Client Initial: _____
Office Initial: _____



Bushue HR, Inc.
P.O. Box 89
Effingham, IL 62401

Phone: (217) 342-3046
Fax: (217) 342-5673
Email: info@bushuehr.com

21118

5. Designation of Duties:

Consultant shall receive his requests for services to be performed from:

- Montgomery County Board Chairman

6. Reimbursable Expenses:

The following expenses will be billed to client in addition to compensation:

- Mailing, printing, advertising and reproduction or other expenses resulting directly from performance of services in the Agreement.

7. Indemnification: Limitation of Liability:

Client agrees that any and all loss, liability, demand, suit, expense, or cause of action arising out of consultant's acts or omissions during the performance of the services identified herein shall be limited to a sum equal to the amount paid by client to consultant in connection herewith. Consultant shall not be responsible for any fees, penalties, or fines client receives from Federal, State, or local governmental entities.

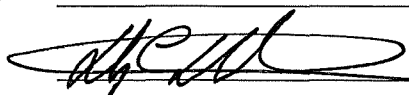
8. Attorney Fees:

In the event that a lawsuit is filed by consultant for the collection of any amount due consultant hereunder, the non-prevailing party shall pay the prevailing party's costs and expenses of such suit, including but not limited to reasonable attorney fees.

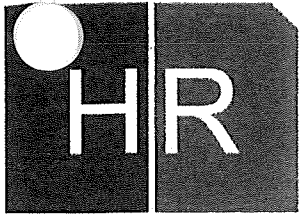
IN WITNESS WHEREOF, the parties have signed this Agreement:

Consultant _____

Date _____

Client(s)  _____

Date 4-9-24



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

March 26, 2024

Mrs. Chris Daniels
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Wind
Energy Conversion Systems (WECS) Application
Viriden Wind Energy Project

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Viriden Wind Energy Project – located at 3.0 miles east of Farmersville in Montgomery County in accordance with the adopted Ordinance Regulating the Siting of Wind Energy Conversion Systems dated February 13, 2024. Our scope of work would include the following:

1. Evaluate the individual Application and associated Site Plans in accordance with the Ordinance Regulating the Siting of Wind Energy Conversion Systems.
2. Report our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.

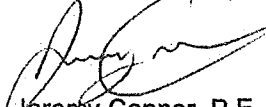
We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

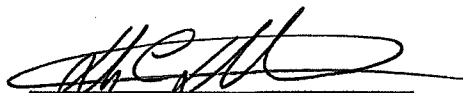
Sincerely,

HURST-ROSCHE, INC.


Jeremy Connor, P.E.
Vice-President

JJC:sb
Enclosure

ACCEPTED BY:


Signature

4-9-24
Date

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

21/21

LINCOLN LAND COMMUNITY COLLEGE SUB-RECIPIENT AGREEMENT FOR DCEO ENERGY TRANSITION COMMUNITY GRANT FUNDING

This agreement is between Montgomery County and the Sub-Recipient for the distribution of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Transition Community Grant. DCEO, as Grantor, and Montgomery County, as Grantee, approved the award of \$600,000 to the Lincoln Land Community College to be used to Renovate and Equip Science Lab. To fulfill DCEO requirements for pass-through funds, Montgomery County must enter into this sub-recipient agreement.

2CFR200.332 REQUIRED INFORMATION

Sub-Recipient (must match SAM.gov registration): Lincoln Land Community College

Sub-Recipient's Unique Entity Identifier (UEI):

Sub-Recipient's Period of Performance: July 1, 2023 to June 30, 2025

Sub-Recipient's Budget Period:

Amount of Funds Obligated to Sub-Recipient: \$600,000

Total Amount of Funds Committed to Sub-Recipient: \$600,000

Award Project Description: Renovate and Equip Science Lab

Name of Grant Recipient: Montgomery County

Contact Official of the Awarding Agency:

Mike Plunkett, Assistant County Board Admin, cbadmins@montgomerycountyil.gov

Funds Used for Research and Development: None

Indirect Cost Rate Being Utilized: None

2CFR200.214 REQUIRED INFORMATION

Is Sub-Recipient on Chief Procurement Officer's Debarred and Suspended List: No

Is Sub-Recipient on Federal Excluded Parties List: No

Is Sub-Recipient on Sanctioned Parties List: No

TERMS

As required by DCEO, Montgomery County will monitor activities performed by the Sub-Recipient, which includes the purchase of materials and/or construction. The Sub-Recipient shall provide Montgomery County with monthly written progress reports throughout the life of this award or until the project is completed, including documentation such as invoices, contracts, receipts, etc. for all expended grant funds. Reports must be submitted to the County Board Administration office by no later than the 28th of each month. Upon completion of the project, the Sub-Recipient shall provide Montgomery County with a final written report detailing how funds were expended. Failure to uphold these requirements will result in the termination of all funds awarded to the Sub-Recipient through the DCEO Energy Transition Community Grant.

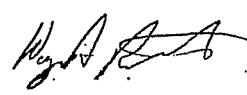
EXECUTION

This agreement is hereby executed by the Lincoln Land Community College on the 20 day of March, 2024.

ATTEST:



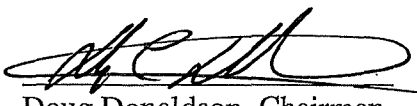
Gordon Gates, Chair
Lincoln Land Community College



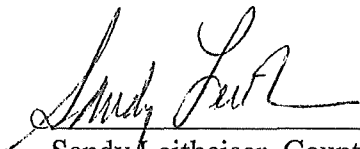
Wayne Rosenthal, Vice Chair
Lincoln Land Community College

This agreement is hereby executed by Montgomery County on the _____ day of _____, 20_____.

ATTEST:



Doug Donaldson, Chairman
Montgomery County Board



Sandy Leitheiser, County Clerk
County of Montgomery

21123

**CITY OF HILLSBORO SUB-RECIPIENT AGREEMENT
FOR DCEO ENERGY TRANSITION COMMUNITY GRANT FUNDING**

This agreement is between Montgomery County and the Sub-Recipient for the distribution of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Transition Community Grant. DCEO, as Grantor, and Montgomery County, as Grantee, approved the award of \$250,000 to the City of Hillsboro to be used to construct Multi-Use Trails. To fulfill DCEO requirements for pass-through funds, Montgomery County must enter into this sub-recipient agreement.

2CFR200.332 REQUIRED INFORMATION

Sub-Recipient (must match SAM.gov registration): City of Hillsboro

Sub-Recipient's Unique Entity Identifier (UEI): 5HB23

Sub-Recipient's Period of Performance: July 1, 2023 to June 30, 2025

Sub-Recipient's Budget Period: May 1, 2024 to April 30, 2025

Amount of Funds Obligated to Sub-Recipient: \$250,000

Total Amount of Funds Committed to Sub-Recipient: \$250,000

Award Project Description: City of Hillsboro Multi-Use Trails

Name of Grant Recipient: Montgomery County

Contact Official of the Awarding Agency:

Mike Plunkett, Assistant County Board Admin, cbadmins@montgomerycountyil.gov

Funds Used for Research and Development: None

Indirect Cost Rate Being Utilized: None

2CFR200.214 REQUIRED INFORMATION

Is Sub-Recipient on Chief Procurement Officer's Debarred and Suspended List: No

Is Sub-Recipient on Federal Excluded Parties List: No

Is Sub-Recipient on Sanctioned Parties List: No

21124

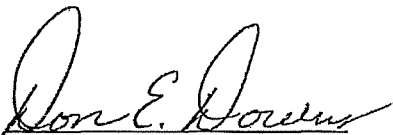
TERMS

As required by DCEO, Montgomery County will monitor activities performed by the Sub-Recipient, which includes the purchase of materials and/or construction. The Sub-Recipient shall provide Montgomery County with monthly written progress reports throughout the life of this award or until the project is completed, including documentation such as invoices, contracts, receipts, etc. for all expended grant funds. Reports must be submitted to the County Board Administration office by no later than the 28th of each month. Upon completion of the project, the Sub-Recipient shall provide Montgomery County with a final written report detailing how funds were expended. Failure to uphold these requirements will result in the termination of all funds awarded to the Sub-Recipient through the DCEO Energy Transition Community Grant.

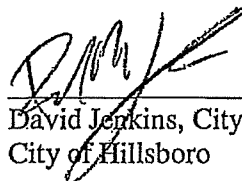
EXECUTION

This agreement is hereby executed by the City of Hillsboro on the 25th day of March, 2024.

ATTEST:



Don Downs, Mayor
City of Hillsboro



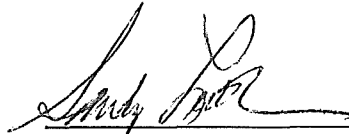
David Jenkins, City Clerk
City of Hillsboro

This agreement is hereby executed by Montgomery County on the _____ day of _____, 20____.

ATTEST:



Doug Donaldson, Chairman
Montgomery County Board



Sandy Leitheiser, County Clerk
County of Montgomery

21125

**EAST FORK TOWNSHIP SUB-RECIPIENT AGREEMENT
FOR DCEO ENERGY TRANSITION COMMUNITY GRANT FUNDING**

This agreement is between Montgomery County and the Sub-Recipient for the distribution of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Transition Community Grant. DCEO, as Grantor, and Montgomery County, as Grantee, approved the award of \$24,425 to the East Fork Township to be used for Township Building Upgrades and Snow Removal Equipment. To fulfill DCEO requirements for pass-through funds, Montgomery County must enter into this sub-recipient agreement.

2CFR200.332 REQUIRED INFORMATION

Sub-Recipient (must match SAM.gov registration): East Fork Township

Sub-Recipient's Unique Entity Identifier (UEI): Fein 37-6001652

Sub-Recipient's Period of Performance: July 1, 2023 to June 30, 2025

Sub-Recipient's Budget Period: March 31st 2024

Amount of Funds Obligated to Sub-Recipient: \$24,425

Total Amount of Funds Committed to Sub-Recipient: \$24,425

Award Project Description: Township Building Upgrades and Snow Removal Equipment

Name of Grant Recipient: Montgomery County

Contact Official of the Awarding Agency:

Mike Plunkett, Assistant County Board Admin, cbadmins@montgomerycountyil.gov

Funds Used for Research and Development: None

Indirect Cost Rate Being Utilized: None

2CFR200.214 REQUIRED INFORMATION

Is Sub-Recipient on Chief Procurement Officer's Debarred and Suspended List: No

Is Sub-Recipient on Federal Excluded Parties List: No

Is Sub-Recipient on Sanctioned Parties List: No

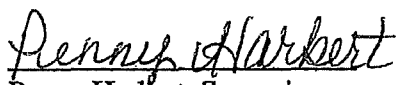
TERMS

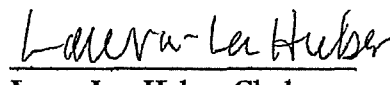
As required by DCEO, Montgomery County will monitor activities performed by the Sub-Recipient, which includes the purchase of materials and/or construction. The Sub-Recipient shall provide Montgomery County with monthly written progress reports throughout the life of this award or until the project is completed, including documentation such as invoices, contracts, receipts, etc. for all expended grant funds. Reports must be submitted to the County Board Administration office by no later than the 28th of each month. Upon completion of the project, the Sub-Recipient shall provide Montgomery County with a final written report detailing how funds were expended. Failure to uphold these requirements will result in the termination of all funds awarded to the Sub-Recipient through the DCEO Energy Transition Community Grant.

EXECUTION

This agreement is hereby executed by the East Fork Township on the 27 day of 03, 2024.

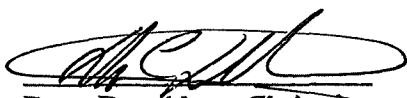
ATTEST:

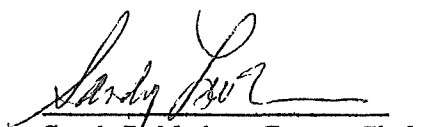

Penny Harbert, Supervisor
East Fork Township


Laura-Lee Huber, Clerk
East Fork Township

This agreement is hereby executed by Montgomery County on the _____ day of _____, 20_____.

ATTEST:


Doug Donaldson, Chairman
Montgomery County Board


Sandy Leitheiser, County Clerk
County of Montgomery

24127

HILLSBORO AREA PUBLIC LIBRARY SUB-RECIPIENT AGREEMENT FOR DCEO ENERGY TRANSITION COMMUNITY GRANT FUNDING

This agreement is between Montgomery County and the Sub-Recipient for the distribution of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Transition Community Grant. DCEO, as Grantor, and Montgomery County, as Grantee, approved the award of \$102,000 to the Hillsboro Area Public Library to be used to Finish the Basement Remodel. To fulfill DCEO requirements for pass-through funds, Montgomery County must enter into this sub-recipient agreement.

2CFR200.332 REQUIRED INFORMATION

Sub-Recipient (must match SAM.gov registration): Hillsboro Area Public Library

Sub-Recipient's Unique Entity Identifier (UEI): TN NX G 8 C Z B R A 4

Sub-Recipient's Period of Performance: July 1, 2023 to June 30, 2025

Sub-Recipient's Budget Period: July 1 to June 30

Amount of Funds Obligated to Sub-Recipient: \$102,000

Total Amount of Funds Committed to Sub-Recipient: \$102,000

Award Project Description: Finish Basement Remodel

Name of Grant Recipient: Montgomery County

Contact Official of the Awarding Agency:

Mike Plunkett, Assistant County Board Admin, cbadmins@montgomerycountyil.gov

Funds Used for Research and Development: None

Indirect Cost Rate Being Utilized: None

2CFR200.214 REQUIRED INFORMATION

Is Sub-Recipient on Chief Procurement Officer's Debarred and Suspended List: No

Is Sub-Recipient on Federal Excluded Parties List: No

Is Sub-Recipient on Sanctioned Parties List: No

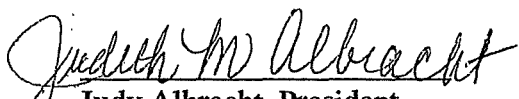
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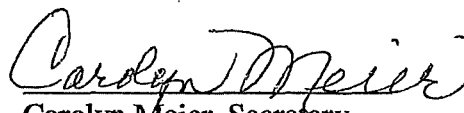
As required by DCEO, Montgomery County will monitor activities performed by the Sub-Recipient, which includes the purchase of materials and/or construction. The Sub-Recipient shall provide Montgomery County with monthly written progress reports throughout the life of this award or until the project is completed, including documentation such as invoices, contracts, receipts, etc. for all expended grant funds. Reports must be submitted to the County Board Administration office by no later than the 28th of each month. Upon completion of the project, the Sub-Recipient shall provide Montgomery County with a final written report detailing how funds were expended. Failure to uphold these requirements will result in the termination of all funds awarded to the Sub-Recipient through the DCEO Energy Transition Community Grant.

EXECUTION

This agreement is hereby executed by the Hillsboro Area Public Library on the 1st day of April, 2024.


ATTEST:



Judy Albracht, President
Hillsboro Area Public Library


Carolyn Meier, Secretary
Hillsboro Area Public Library

This agreement is hereby executed by Montgomery County on the _____ day of _____, 20____.

ATTEST:


Doug Donaldson, Chairman
Montgomery County Board


Sandy Leitheiser, County Clerk
County of Montgomery

21/29

FY 2024

AGREEMENT BETWEEN

**THE MONTGOMERY COUNTY BOARD AND
FARMERSVILLE-WAGGONER AREA AMBULANCE SERVICE**

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

The County will levy a Special Service Area Ambulance Tax (**\$82,600**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

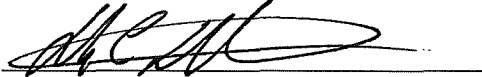
On or before December 31, 2024 the county shall have reimbursed to the FWAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2024 and December 31, 2024, in accordance with the Real Estate Tax Distribution Schedule.

1. The FWAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2023** through **November 30, 2024**.
2. FWAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. FWAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The FWAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the FWAAS, that the FWAAS is violation of State regulations, said funds to be disbursed upon the FWAAS coming into compliance.
5. The FWAAS will submit a tentative **FY '25** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2024**.
6. The FWAAS shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the FWAAS.
7. The FWAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Board Admin Office on or before **December 31, 2024**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the FWAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
8. The FWAAS shall provide a 3rd party audit review every year of the FWAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5th year, the next full audit will be due **August of 2028**.
9. The FWAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the County. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the FWAAS or its duly authorized agent.


21/131

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


County Board Chairman


4-9-24
Date

Attest:


County Clerk

4/9/24
Date

FARMERSVILLE-WAGGONER AREA AMBULANCE SERVICE


Authorized Representative

3-24-24
Date

President
Title

21132
FY 2024

AGREEMENT BETWEEN

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

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

The County will levy a Special Service Area Ambulance Tax (**\$84,507**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

On or before December 31, 2024 the county shall have reimbursed to the RHAAS an amount not less than 100% of the total amount collected pursuant to the levy.

Remittance will be 4 to 5 times between July 1, 2024 and December 31, 2024, in accordance with the Real Estate Tax Distribution Schedule.

1. The RHAAS agrees to provide 24 hour ambulance service within the geographical area contained within the boundaries of the Area in accordance with the standards and qualifications of the State of Illinois during the term of this agreement, i.e., **December 1, 2023** through **November 30, 2024**.
2. RHAAS shall be responsible for buying, owning, maintaining, and insuring its own ambulances. RHAAS shall provide the County with proof of vehicle liability insurance upon request.
3. The RHAAS shall be solely responsible for the hiring, firing, discipline, and management of its employees and the manner in which the service is operated, subject only to State regulations and guidelines.
4. The County shall have the right to withhold monthly reimbursements of collected funds or distribution of levied funds upon written notice to the RHAAS, that the RHAAS is violation of State regulations, said funds to be disbursed upon the RHAAS coming into compliance.
5. The RHAAS will submit a tentative **FY '25** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2024**.
6. The RHAAS shall indemnify the County from all claims, demands, lawsuits, and actions arising out of services performed or to be performed by the RHAAS.
7. The RHAAS shall provide the name of the corporation officer responsible for the actual receipt and disbursement of funds hereunder to the Montgomery County Board Admin Office on or before **December 31, 2024**, and proof (A) of the officers bond in an amount to cover the estimated annual receipts of the RHAAS from the county under this agreement, or (B) that officers bond in an amount fixed by the Illinois State Statue for that particular corporate office.
8. The RHAAS shall provide a 3rd party audit review every year of the RHAAS books and records in so far as they pertain to the operation of the ambulance service. There will be a full audit submitted every 5th year, the next full audit will be due **August of 2028**.
9. The RHAAS shall allow inspection of its books and records pertaining to the operation of the ambulance service under this agreement at any time by the County. The County shall allow inspections of its books and records pertaining to its operation of the County Ambulance Service Billing and Collecting Service on behalf of the RHAAS or its duly authorized agent.

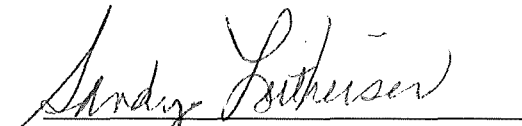
21|134

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


County Board Chairman

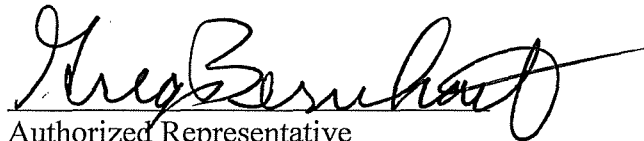
4-9-24
Date

Attest:


County Clerk

4/9/24
Date

RAYMOND-HARVEL AREA AMBULANCE SERVICE


Authorized Representative

3-12-24
Date

PRESIDENT
Title

I ILLINOIS

Extension

COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

AGREEMENT

Between Montgomery County Board, (hereinafter, for brevity, termed "Grantor") and The Board of Trustees of the University of Illinois, a public corporation, acting through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences (hereinafter, for brevity, termed "University").

WHEREAS, University, under any by virtue of both state and federal legislation, is in charge of cooperative extension work carried on in the state of Illinois under the Smith-Lever Act and all amendments thereto; and

WHEREAS, Grantor is vitally interested in said work being carried on in the University of Illinois Extension Unit at Montgomery County and the expansion thereof so as to meet the needs of citizens interested in said Unit; and

WHEREAS, Grantor, because of its interest, is willing to make a contribution to University to partially meet the cost of carrying on and expanding said work in said Unit:

THEREFORE, it is hereby agreed by and between Grantor and University as follows:

1. For and during the period of twelve months beginning with July 1, 2024, and ending with June 30, 2025, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$ 157,000, to be paid by Grantor to University in _____ Quarterly, _____ Monthly, Annual payments of \$157,000. All payments to be completed by June 30, 2025.

2. University hereby agrees to accept said contribution to the cost of conduction and carrying on said work in said Unit during said period of twelve months, and hereby agrees that it will expend in said Unit in carrying on such work during said period an amount at least equivalent to said sum paid it by Grantor.

3. University further agrees that during said period it will meet the cost of said work, which includes, but is not restricted to, salaries of its personnel, office space and facilities, secretarial help and transportation for such personnel needed to carry on the cooperative extension work in said Unit at least up to the extent local funds may be made available to the University through the extension Unit council.

ILLINOIS

Extension

COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

4. It is understood between Grantor and University that the said contribution to be made to University by Grantor will be used along with public and other funds available to University for carrying on said work in the state of Illinois during said twelve months' period, a portion of which will be allocated by University to carrying on said work in said Unit during said period.

Dated this 9th day of April, 2024

GRANTOR

(Name of Organization)
(Address of Organization)

By: [Signature]
(Authorized Signature)

April 9th, 2024
Date

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
Through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences

Janice McCoy
Regional Director
University of Illinois Extension

7/22/24
Date

Harry Clore
Director or Designee
University of Illinois Extension

7/22/2024
Date

*Standard form approved by Legal Counsel 7/20/93

01/22/2024:hc

21137

**MENTAL HEALTH AWARENESS MONTH
MONTGOMERY COUNTY ILLINOIS BOARD PROCLAMATION
MAY 14TH, 2024**

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, mental health helps to sustain an individual's self-esteem, relationships and vast contributions to our County, our State and our Country; and

WHEREAS, mental health conditions and substance use disorders are real and prevalent in Montgomery County; and

WHEREAS, one in four persons will experience mental health challenges in a given year impacting entire families and communities; and

WHEREAS, Montgomery County voters approved the Community Mental Health Referendum question as presented at the General Election on November 8, 2016 that levied and collected against all taxable property in the County of Montgomery to be designated as the "Community Mental Health Fund" administered by the Community Mental Health Board (708 Board) and used only for the purposes specified in the Illinois Revised Statutes to provide mental health facilities and services so the citizens have more and diverse opportunities to initiate treatment and recovery opportunities;

WHEREAS, early identification and treatment can make a profound difference in the recovery of individuals with mental health conditions and substance use disorders; and

WHEREAS, it is vital for our citizens, our leaders, our businesses, our schools, our Healthcare Providers, our organizations, our law enforcement, and our churches to acquire more mental health awareness and work together to provide every opportunity for recovery; and

WHEREAS, every citizen can make a difference in helping to end the silence and stigma that far too long has surrounded mental health conditions and substance use disorders and has contributed to discouraging people from seeking help and recovery; and

WHEREAS, we, the Montgomery County Illinois Board, affirm the intrinsic value of every person in our communities which we represent and desire for every individual to live a full and abundant life so that the true worth of each person's contribution to our County is recognized;

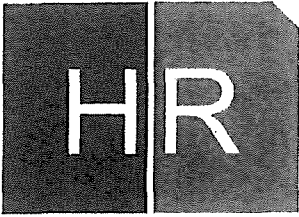
THEREFORE BE IT RESOLVED, By the Montgomery County Board that May 2024 is Proclaimed as Mental Health Awareness Month and call upon everyone to commit to increasing understanding and awareness of mental health conditions and substance use disorders to promote recovery and wellness opportunities.

Passed by the Board of Montgomery County this 14th day of May 2024.

AYES: 14 NAYS: 0 PRESENT: 14 ABSTAIN/ABSENT: 0

Signed: 
Doug Donaldson, Chairman

Attest: 
Sandy Leitheiser, County Clerk



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

April 8, 2024

21138

Mrs. Chris Daniels
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
North Sun LLC – "PIN 06-14-400-003"
22c Development, LLC
Hillsboro, Montgomery County, Illinois

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for North Sun LLC – "PIN 06-14-400-003" for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with Section D. Permitting of the Ordinance.
2. Evaluate the Compliance in accordance with Section E. of the Ordinance.
3. Review the Principal Uses of the permit in accordance with Section F of the Ordinance.
4. Report our findings with a Summary Letter and an associated Checklist Table.
5. Attend a County Board meeting to present our findings.
6. Complete additional reviews of additional submittals as needed.

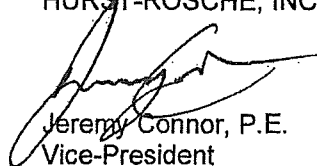
We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.



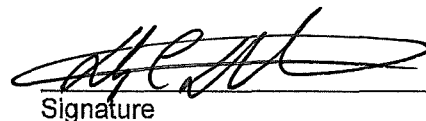
Jeremy Connor, P.E.
Vice-President

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

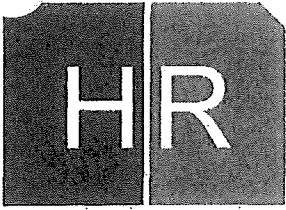
JJC:sb
Enclosure

ACCEPTED BY:



Signature

5/14/24
Date



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

May 6, 2024

21139

Mrs. Chris Daniels
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Plains Solar, LLC- "PIN 12-04-100-001"
Cypress Creek Renewables, LLC
Unincorporated Montgomery County, Illinois

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Plains Solar, LLC- "PIN 12-04-100-001" for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with Section D. Permitting of the Ordinance.
2. Evaluate the Compliance in accordance with Section E. of the Ordinance.
3. Review the Principal Uses of the permit in accordance with Section F of the Ordinance.
4. Report our findings with a Summary Letter and an associated Checklist Table.
5. Attend a County Board meeting to present our findings.
6. Complete additional reviews of additional submittals as needed.


We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.

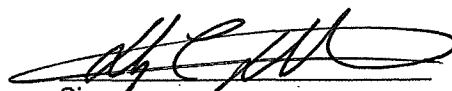

Jeremy Connor, P.E.
Vice-President

Jeremy Connor, PE
Vice-President of Operations

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

JJC:sb
Enclosure

ACCEPTED BY:


Signature

5/14/24
Date

21140

**CITY OF LITCHFIELD SUB-RECIPIENT AGREEMENT
FOR DCEO ENERGY TRANSITION COMMUNITY GRANT FUNDING**

This agreement is between Montgomery County and the Sub-Recipient for the distribution of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Transition Community Grant. DCEO, as Grantor, and Montgomery County, as Grantee, approved the award of \$408,000 to the City of Litchfield to be used to install a natural gas and electrical distribution system to the Litchfield I-55 Commerce Center. To fulfill DCEO requirements for pass-through funds, Montgomery County must enter into this sub-recipient agreement.

2CFR200.332 REQUIRED INFORMATION

Sub-Recipient (must match SAM.gov registration): City of Litchfield

Sub-Recipient's Unique Entity Identifier (UEI):

Sub-Recipient's Period of Performance: July 1, 2023 to June 30, 2025

Sub-Recipient's Budget Period:

Amount of Funds Obligated to Sub-Recipient: \$408,000

Total Amount of Funds Committed to Sub-Recipient: \$408,000

Award Project Description: I-55 Commerce Center Gas and Electric Distribution System

Name of Grant Recipient: Montgomery County

Contact Official of the Awarding Agency:

Mike Plunkett, Assistant County Board Admin, cbadmins@montgomerycountyil.gov

Funds Used for Research and Development: None

Indirect Cost Rate Being Utilized: None

2CFR200.214 REQUIRED INFORMATION

Is Sub-Recipient on Chief Procurement Officer's Debarred and Suspended List: No

Is Sub-Recipient on Federal Excluded Parties List: No

Is Sub-Recipient on Sanctioned Parties List: No

21741

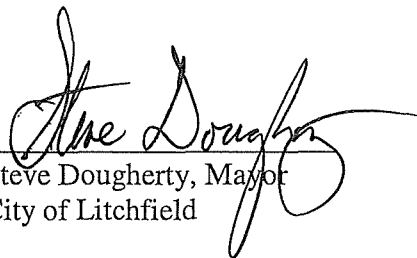
TERMS

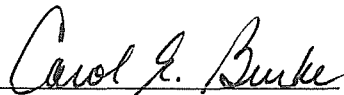
As required by DCEO, Montgomery County will monitor activities performed by the Sub-Recipient, which includes the purchase of materials and/or construction. The Sub-Recipient shall provide Montgomery County with monthly written progress reports throughout the life of this award or until the project is completed, including documentation such as invoices, contracts, receipts, etc. for all expended grant funds. Reports must be submitted to the County Board Administration office by no later than the 28th of each month. Upon completion of the project, the Sub-Recipient shall provide Montgomery County with a final written report detailing how funds were expended. Failure to uphold these requirements will result in the termination of all funds awarded to the Sub-Recipient through the DCEO Energy Transition Community Grant.

EXECUTION

This agreement is hereby executed by the City of Litchfield on the 9th day of April, 2024.

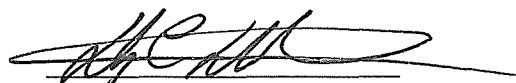
ATTEST:

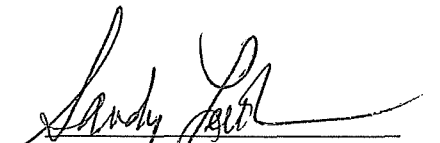

Steve Dougherty, Mayor
City of Litchfield


Carol G. Burke, City Clerk
City of Litchfield

This agreement is hereby executed by Montgomery County on the 14th day of May, 2024.

ATTEST:


Doug Donaldson, Chairman
Montgomery County Board


Sandy Leitneiser, County Clerk
County of Montgomery

2/1/22

CROSS OVER MINISTRIES SUB-RECIPIENT AGREEMENT FOR DCEO ENERGY TRANSITION COMMUNITY GRANT FUNDING

This agreement is between Montgomery County and the Sub-Recipient for the distribution of funds from the Illinois Department of Commerce and Economic Opportunity (DCEO) Energy Transition Community Grant. DCEO, as Grantor, and Montgomery County, as Grantee, approved the award of \$59,360 to the Cross Over Ministries to be used for a Recovery Support Peer and Suicide Prevention Programs. To fulfill DCEO requirements for pass-through funds, Montgomery County must enter into this sub-recipient agreement.

2CFR200.332 REQUIRED INFORMATION

Sub-Recipient (must match SAM.gov registration): Cross Over Ministries

Sub-Recipient's Unique Entity Identifier (UEI):

Sub-Recipient's Period of Performance: July 1, 2023 to June 30, 2025

Sub-Recipient's Budget Period:

Amount of Funds Obligated to Sub-Recipient: \$59,360

Total Amount of Funds Committed to Sub-Recipient: \$59,360

Award Project Description: Recovery Support Peer and Suicide Prevention Programs

Name of Grant Recipient: Montgomery County

Contact Official of the Awarding Agency:

Mike Plunkett, Assistant County Board Admin, cbadmins@montgomerycountyil.gov

Funds Used for Research and Development: None

Indirect Cost Rate Being Utilized: None

2CFR200.214 REQUIRED INFORMATION

Is Sub-Recipient on Chief Procurement Officer's Debarred and Suspended List: No

Is Sub-Recipient on Federal Excluded Parties List: No

Is Sub-Recipient on Sanctioned Parties List: No

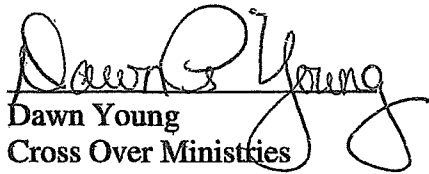
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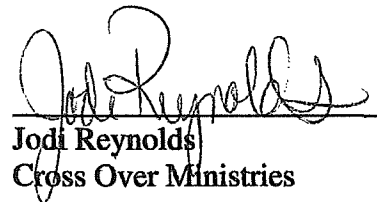
As required by DCEO, Montgomery County will monitor activities performed by the Sub-Recipient, which includes the purchase of materials and/or construction. The Sub-Recipient shall provide Montgomery County with monthly written progress reports throughout the life of this award or until the project is completed, including documentation such as invoices, contracts, receipts, etc. for all expended grant funds. Reports must be submitted to the County Board Administration office by no later than the 28th of each month. Upon completion of the project, the Sub-Recipient shall provide Montgomery County with a final written report detailing how funds were expended. Failure to uphold these requirements will result in the termination of all funds awarded to the Sub-Recipient through the DCEO Energy Transition Community Grant.

EXECUTION

This agreement is hereby executed by the Cross Over Ministries on the _____ day of _____, 20____.

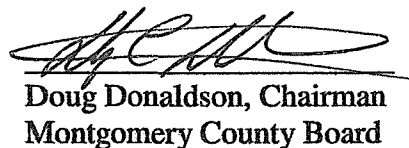
ATTEST:

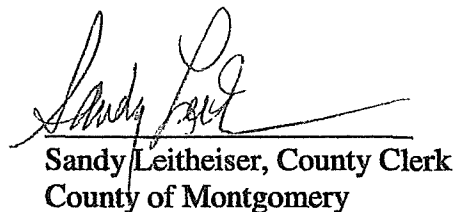

Dawn Young
Cross Over Ministries


Jodi Reynolds
Cross Over Ministries

This agreement is hereby executed by Montgomery County on the 14th day of May, 2024.

ATTEST:


Doug Donaldson, Chairman
Montgomery County Board


Sandy Leitheiser, County Clerk
County of Montgomery

21144

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-08

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1266 SN: 068-3010	Montgomery County	100 %	\$20,000.00
Fillmore Tr./C.H. #8		%	

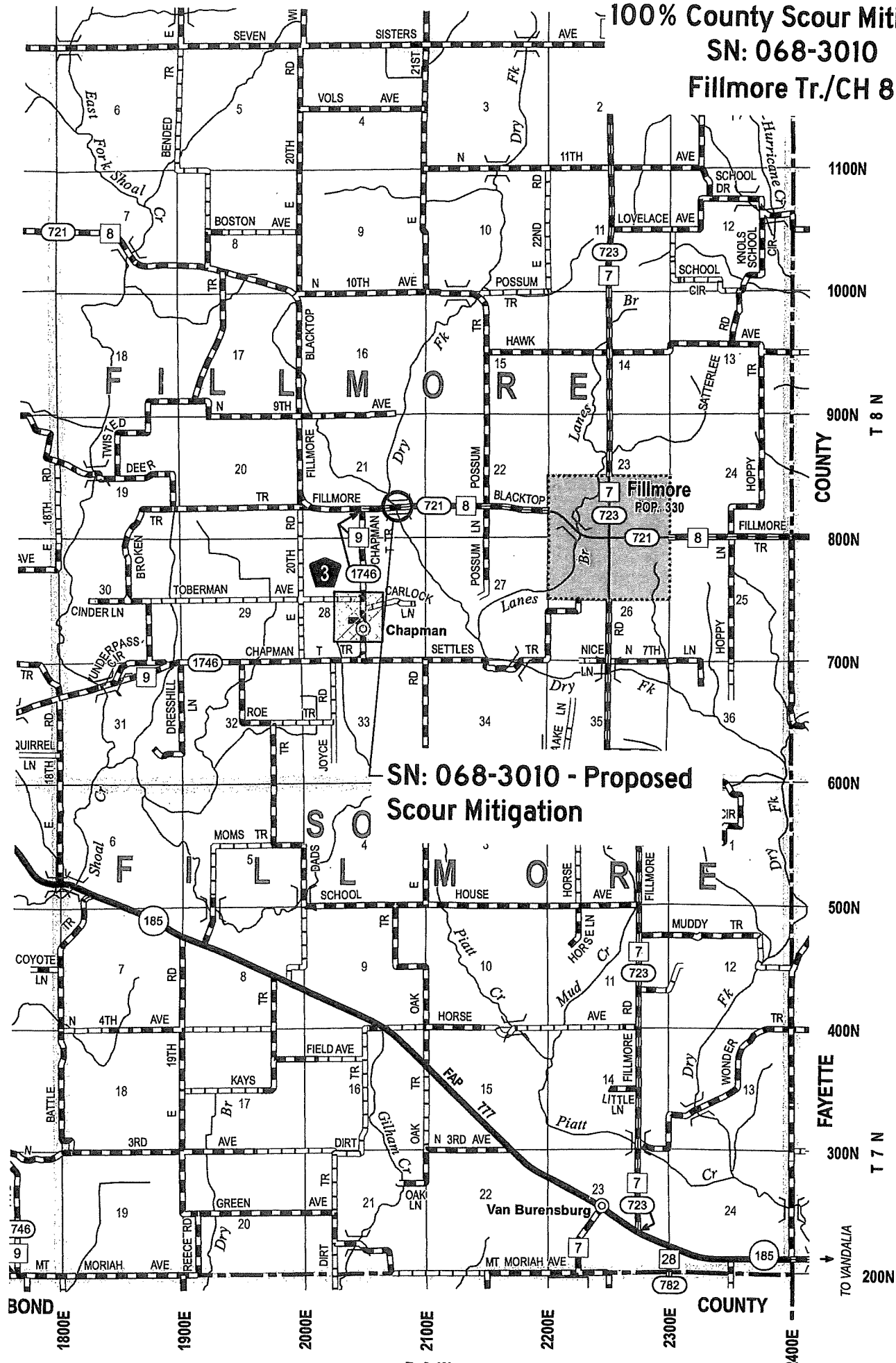
TOTAL = 100 % \$20,000.00

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

Approved and adopted by the Montgomery County Board this 14th day of May, 2024.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)



SN: 068-3010 - Proposed Scour Mitigation

COUNTY T 8 N
800N
700N
600N
500N
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300N
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TO VANDALIA

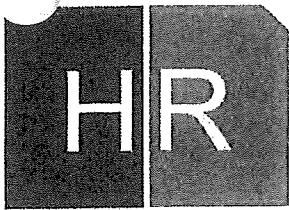
BOND COUNTY
1800E
1900E
2000E
2100E
2200E
2300E
2400E

21|146

This is notification that on the 14th day of May 2024, the Montgomery County Board passed, by unanimous vote, an extension to the Montgomery County Clerk of the Circuit Court to complete the 2023 Circuit Clerk's audit to November 30, 2024.



Doug Donaldson
Chairman, Montgomery County Board



Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

22/147

May 15, 2024

Mrs. Chris Daniels
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 6204

RE: Montgomery County Solar Review
Anacott Solar - 13145 Fillmore Trail, Hillsboro, IL 62049
22c Development, LLC
Hillsboro, Montgomery County, Illinois

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Anacott Solar - 13145 Fillmore Trail, Hillsboro, IL 62049 for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with Section D. Permitting of the Ordinance.
2. Evaluate the Compliance in accordance with Section E. of the Ordinance.
3. Review the Principal Uses of the permit in accordance with Section F of the Ordinance.
4. Report our findings with a Summary Letter and an associated Checklist Table.
5. Attend a County Board meeting to present our findings.
6. Complete additional reviews of additional submittals as needed.


We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,

HURST-ROSCHE, INC.


Jeremy Connor, P.E.
Vice-President

JJC:
Enclosure

Jeremy Connor, PE
Vice-President of Operations

ACCEPTED BY:


Signature

6/11/24
Date

1400 E. Tremont St.
Hillsboro, IL 62049
(t) 217.532.3959
(f) 217.532.3212

www.hurst-rosche.com



21/148

Terms and Conditions

Hurst-Rosche, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

ACCESS TO SITE

Unless otherwise stated, Hurst-Rosche, Inc. will have access to the site for activities necessary for the performance of the services. Hurst-Rosche, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

FEE

Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time Services are rendered.

BILLINGS/PAYMENTS

Invoices will be submitted monthly for Services and reimbursable expenses and are due when rendered. Invoice shall be considered past due if not paid within 30 days after the invoice date and Hurst-Rosche, Inc. May without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the Service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection including reasonable attorney's fees.

INDEMNIFICATIONS

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, Hurst-Rosche, Inc. his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Hurst-Rosche, Inc.

INFORMATION FOR THE SOLE USE AND BENEFIT OF THE CLIENT

All opinions and conclusions of Hurst-Rosche, Inc. whether written or oral, and any plans, specifications or other documents and services provided by Hurst-Rosche, Inc. are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of Hurst-Rosche, Inc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Hurst-Rosche, Inc. or the Client.

CERTIFICATIONS, GUARANTEES AND WARRANTIES

Hurst-Rosche, Inc. shall not be required to execute any document that would result in Hurst-Rosche, Inc. certifying, guaranteeing or warranting the existence of any conditions.

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both the Client and Hurst-Rosche, Inc. the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Hurst-Rosche, Inc.'s total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of the agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of Hurst-Rosche, Inc.'s fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include but are not limited to, Hurst-Rosche, Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION OF SERVICES

This agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay Hurst-Rosche, Inc. for all Services rendered to the date of termination, and reasonable termination expenses.

OWNERSHIP DOCUMENTS

All documents produced by under this agreement shall remain the property of the Hurst-Rosche, Inc. and may not be used by the Client for any other endeavor without the written consent of Hurst-Rosche, Inc.

DISPUTE RESOLUTION

Any claim or dispute between the Client and Hurst-Rosche, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of Hurst-Rosche, Inc.

21149

MONTGOMERY COUNTY, ILLINOIS
ORDINANCE NO. 2024-08

ORDINANCE APPROVING A COMMERCIAL WIND ENERGY FACILITY OF VIRDEN WIND ENERGY, LLC

WHEREAS, Virden Wind Energy, LLC applied for siting approval of a Commercial Wind Energy Facility ("Project") pursuant to the Illinois Counties Code, 55 ILCS 5/5-12020 and Montgomery County Ordinance governing Commercial Wind Energy Facilities;

WHEREAS, the Development & Personnel Committee of Montgomery County held public hearings regarding the Project on April 29, 30, May 1, 28 and June 3, 2024, at the Montgomery County Historic Courthouse;

WHEREAS, the Committee ("Committee") heard evidence regarding the Application from the Applicant, members of the public and from third-parties retained by the County to review the Project;

WHEREAS, the Committee made Findings of Fact (*attached hereto as Exhibit A*), and considered potential conditions regarding the Project (*attached hereto as Exhibit B*) and the County Board has received the June 7, 2024, report of Hurts-Rosche regarding the Project (*attached hereto as Exhibit C*);

WHEREAS, the County Board is bound by the statutory requirements of Illinois law (55 ILCS 5/5-12020);

WHEREAS, applicant shall comply with the representations made during the public hearing, including the movement of Turbine Number 18.

WHEREAS, the County Board incorporates Exhibits A and B herein; and

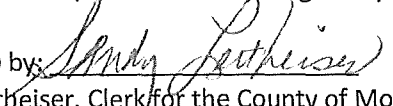
WHEREAS, prior to the approval of any Construction Permits for the Project, and during all phases of construction and operation, the County finds the Conditions (*Ex. B*) are in the best interest of the County in order to Protect the health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED by the Montgomery County Board that the Findings of Fact are accepted and adopted hereto, and that the Special Use Permit Application of Virden Wind Energy, LLC is approved subject to the Conditions denoted in *Exhibit B* and continued compliance with all other applicable laws, regulations and ordinances.

PRESENTED, APPROVED, AND ADOPTED by roll call vote of the County Board of Montgomery County on this 11th day of June 2024.

PRESENT 14 AYES 8 NAYS 6 ABSTAIN 0

SIGNED by:  Date: June 11, 2024
Doug Donaldson, Chairman of Montgomery County Board, Montgomery County, Illinois

ATTESTED by:  Date: June 11, 2024
Sandy Leitheiser, Clerk for the County of Montgomery, State of Illinois

* Certification of Roll Call Vote of County Board Members of Montgomery County, Illinois on following page

21150

Certification of Roll Call Vote of County Board Members of Montgomery County, Illinois Relative to Ordinance No. 2024-08 : Ordinance Approving a Commercial Wind Energy Facility by Virden Wind Energy, LLC, a subsidiary of UKA North America LLC

Doug Donaldson (Chair)	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Connie Beck	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>
Jeremy Jones	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Ken Folkerts	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>
Chad Ruppert	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Evan Young	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>
David Loucks	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>
Patty Whitworth	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Russell Beason	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>
Bill Bergen	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Mark Hughes	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Ethan Murzynski	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Andy Ritchie	Aye <input checked="" type="checkbox"/> Nay <input type="checkbox"/>
Bob Sneed	Aye <input type="checkbox"/> Nay <input checked="" type="checkbox"/>

*** END OF DOCUMENT ***

MONTGOMERY COUNTY, ILLINOIS
DEVELOPMENT & PERSONNEL COMMITTEE
FINDINGS OF FACT AND RECOMMENDATION
REGARDING SITING PERMIT APPLICATION OF:
VIRDEN WIND ENERGY, LLC

I. Applicant:

The applicant, Virden Wind Energy, LLC, as an indirect subsidiary of UKA North America LLC (UKA) has applied for a Siting Permit for a Wind Energy Conversion System (“WECS”) identified as the Virden Wind (“Project”).

II. Project Summary:

The Project is proposed to be located approximately 3.0 miles east of Farmersville, Illinois. The current use of the land is row crop production agriculture. The Project covers a footprint of approximately 5,363 acres and has a proposed nameplate capacity of 122.4 megawatts (MW), with each turbine generating 6.8 MW. The Project proposes up to 18 wind turbines, ADLS tower, Batch Plant, Substation, Operations & Maintenance Facility, and meteorological tower. The Project proposes to utilize the Nordex N163 turbine which is a 654.5-foot tower with a rotor diameter of 534.8 feet. The turbine proposed has a generating capacity of 6.8 MW.

III. Application:

Applicant filed the application on or about March 20, 2024. On file with the Montgomery County Board Office are copies of the notifications and publications required for public hearing.

IV. Hearing Process:

As required by the Illinois Counties Code (55 ILCS 5/5-12020), the Montgomery County Development & Personnel Committee (“Committee”) held a public hearing on this case on April 29, 30, and May 1, 28, 2024, and June 3, 2024, at the Montgomery County Historic Courthouse, #1 Courthouse Square, Hillsboro, Illinois. A court reporter was present for the hearing and the record of the proceedings is incorporated herein and made a part of the record held by the Montgomery County Board Office. The hearing was conducted according to the adopted rules of the Committee, the Illinois Open Meetings Act and all other requirements of Illinois law.

The following witnesses testified or provided public comment in this matter.

On behalf of the Applicant:

- Maggie Poteau of UKA – Community Relations Specialist
- Jonathan Lochner – UKA – Project Manager
- Charles Wright of UKA – Head of Development
- Troy Beal of UKA – Senior Construction Manager
- Jonathan “Jack” Butler of UKA – setback compliance and site maps
- JoAnne Blank of Stantec – Shadow Flicker
- Jacob Poling of Stantec – Sound Compliance
- Dr. David Loomis of Strategic Economic Research – Economic Impacts

- Terry VanDeWalle of Stantec – Wildlife
- David Meyer of Comsearch – Communication Interference Studies
- Ryan Green of Pinion -- Drainage

In support of the Project:

- None other than public comment

In opposition to the Project:

- Dan Mulch of Raymond, Illinois

Exhibits to the application, and exhibits admitted at the public hearing, are as follows:

Applicant Exhibits:

Group Ex. 1	Written Application and Appendices
Group Ex. 2	Certificate of Publication
Ex. 3	Poster Board re: Community Benefits
Ex. 4	Poster Board re: Site Plan
Ex. 5	Poster Board re: Communication Policy
Ex. 6	IDNR EcoCAT including Response Letter of Virden Wind
Ex. 7	IDNR Letter to Landowners
Ex. 8	Revised Sound Report (Appendix O to Group Ex. 1)
Ex. 9	C.V. of David Loomis, PhD
Ex. 10	Revised Landowner List (Appendix D to Group Ex. 1)
Ex. 11	C.V. of David Meyer
Ex. 12	C.V. of Terry VanDeWalle
Ex. 13	Property Setbacks from Peper Property
Ex. 14(A-D)	Property Setbacks from Leonard Property
Ex. 15(A-B)	Property Value Studies
Ex. 16	C.V. of Ryan Green
Ex. 17	C.V. of JoAnne Blank
Ex. 18	List of Addresses Corresponding to Shadow Flicker Receptor Sites
Ex. 19	C.V. of Jacob Poling
Ex. 20	PowerPoint of UKA North America
Ex. 21	Dispute Resolution Process of UKA North America
Group Ex. 22	Supplemental Setback Maps
Group Ex. 23	Maps for Alternate Locations for Turbine 23
Group Ex. 24	Wind Energy Property Taxes for Virden Wind
Group Ex. 25	Participating Landowner Information List Including PINS
Group Ex. 26	Properties within 500 feet of Project

Exhibits from Objectors:

Mulch Ex. 1	Height Comparison of Various U.S. Monuments
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Exhibits from County:

County Ex. 1	Preliminary Review of Hurst-Rosche, Inc.
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Letters from Public (accepted as public comment):

Group 1	Exhibit	Letters in Opposition
Group 2	Exhibit	Letters in Support

Public Comment (not considered evidence but noted for the record):

- Don Murphy spoke in support of the Project
- Jeremy Sauders spoke in support of the Project
- Bob Schmitt spoke in support of the Project
- Bea Leonard spoke in opposition to the Project

V. Applicable Standards:

The Committee has considered the Application in light of the criteria of the Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems (Ordinance).

VI. Evidence:

All evidence submitted in the written application, written evidence and the oral presentations during the hearing process has been considered, except for that evidence specifically excluded. The oral evidence is reflected in the stenographic record. Documentary evidence and the stenographic record is kept by the Montgomery County Board Office located at the Montgomery County Historic Courthouse, #1 Courthouse Square, Hillsboro, Illinois.

Findings of Fact:**VII(A) -- Assessment of Technical Requirements of the Montgomery County WECS Siting Ordinance**

1. **WECS Project Summary** – Applicant provided a summary in compliance with the Ordinance requirements. *See Group Exhibit 1, p. 6.*
2. **Landowner Information** – Applicant provided the Project owner and landowner information. *See Group Exhibit 1, p. 6, and Appendix D thereto.*
3. **Site Plan** – Applicant provided the site plan in its Application. *See Group Exhibit 1, Appendix C.* Appendix provided various maps demonstrating the location of the overall site, and the individual maps for each turbine. *Id.*
4. **Turbine Designations** -- The applicant provided designations for each turbine in Appendix C to Group Exhibit 1.
5. **Studies, Reports, Certifications, Waivers, and Approvals Demonstrating Ordinance Compliance** – The Applicant is working toward various requirements imposed by law and the Ordinance. The Applicant is working to determine the location of various drainage structures and file the necessary farmland drainage plan as required by Public Act 103-0580.

Most requirements of this provision are effective upon operation of the Project. To demonstrate anticipated compliance with those design, installation and operation standards, the Applicant has submitted the following as part of its Group Exhibit 1:

- Certificate of design compliance for the Nordex N163. *See Group Exhibit 1, Appendix I.*
- Turbine specifications. *See Group Exhibit 1, Appendix J.*
- Electric component compliance. *See Group Exhibit 1.*
- FAA compliance. As a condition of approval, Applicant is required to provide Determinations of No Hazard from the FAA at the time of application for a Construction Permit. *See Recommended Conditions.*
- Warnings and Climb Prevention. Applicant has committed to compliance with the warning and climb prevention requirements of the Ordinance.
- Lighting. Applicant has submitted a Lighting Plan as part of Group Exhibit 1, Appendix K.
- Blade Clearance. The Ordinance requires a blade clearance minimum height of 20 feet. The Nordex N163 turbine blades will provide 120 feet of clearance.
- Coordination with Local Emergency Responders. Applicant has submitted a draft Emergency Management Plan as part of its Application. *See Group Exhibit 1, Appendix M.*

6. **Wildlife and Natural Resources Reviews** – The Illinois Department of Natural Resources (IDNR) EcoCAT was included in Appendix F to Group Exhibit 1, and the U.S. Fish and Wildlife Service’s (USFWS) review was included in Appendix P to Group Exhibit 1.
7. **Decommissioning Plan** – Applicant provided a Decommissioning Plan. *See Group Exhibit 1, Appendix B.* The Decommissioning Plan is not considered a final Decommissioning Plan and is subject to further review/negotiation by the County.
8. **Other Information Required by the Ordinance** – Not applicable.
9. **Documentation Showing Capability to Complete the Project Proposed** – Applicant provided an affidavit purporting to show capability to complete the proposed Project. *See Group Exhibit 1, Appendix G.* It is recommended that further documentation be provided in the form of an affidavit at the time of application for a Construction Permit(s) in order to satisfy this requirement.
10. **Payment of Application Fee** – Applicant has provided Montgomery County with the required Application Fee.
11. **Interconnection Agreement** – Applicant has executed an interconnection agreement with Ameren and Midcontinent Independent System Operator (MISO). *See Group Exhibit 1, Appendix H.*
12. **Setback Compliance** – Applicant’s Group Exhibit 1 included various mapping, but was insufficient to demonstrate setback compliance. Accordingly, Applicant provided Group Exhibit 22, a series of maps of each turbine demonstrating the applicable setbacks for each.
13. **Noise Compliance** – Applicant submitted modeling showing the Project would be compliant with the Illinois Pollution Control Board standards for sound as required by 55 ILCS 5/5-12020 and the Ordinance. *See Group Exhibit 1, Appendix O, Sound Study of Stantec dated March 15, 2024 and Group Exhibit 8, Revised Appendix O, Sound Study of Stantec dated April 25, 2024.* In addition the

Applicant submitted the testimony of Jacob Poling of Stantec regarding sound compliance. *See Hearing Transcript.*

- 14. Shadow Flicker Compliance** – Applicant submitted the shadow flicker study as part of Application which demonstrated shadow flicker compliance for all but some non-participating receptor sites. Those receptor locations exceeding the 30 hour per year limit were denoted in Hearing Exhibit 18. The Applicant will be subject to the utilization of shadow flicker monitoring and mitigation as a Condition of approval in order to meet the Ordinance requirement. *See Recommended Conditions.*
- 15. Communication Interference** – Applicant submitted various communication studies as part of its Application. *See Group Exhibit 1, Appendix L.*

VII(B) – Compliance with the Ordinance’s Purpose

The stated purpose of the Ordinance “is to facilitate the construction, installation, operation, and decommission of Wind Energy Conversion Systems (WECS) in Montgomery County, Illinois in a manner that promotes economic development and ensures the protection of health, safety, and welfare while also avoiding adverse impacts to important areas such as agricultural lands, endangered species habitats, conservation lands, and other sensitive lands. This ordinance will promote the supply of wind energy in support of Illinois’ statutory goal of increasing energy production from renewable energy sources. This ordinance shall not apply to personal or business wind energy development for the primary use of self-sustaining energy. This ordinance is not intended to replace safety, health, or environmental requirements contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not nullify any provisions of local, state, or federal law.” *See Ordinance p. 3.*

The purpose of the Ordinance can be segmented into the following segments:

1. Promotion of Economic Development

Applicant submitted as part of its Application an Economic Impact Analysis and during the public hearing offered the testimony of Dr. Davis Loomis. *See Group Exhibit 1, Appendix A, and Hearing Transcript.* The Economic Impact Analysis found an approximate \$30.2 million tax revenue impact from the 30-year lifespan of the Project with approximately \$18 million going to Panhandle Community School District 2 and Pawnee Community School District 11. *See Group Exhibit 1, Appendix A.* There are other economic benefits, including estimated direct job growth in the community for construction jobs and during the operations phase. In addition, the economic analysis found a likelihood of increasing indirect long-term jobs. *See Group Exhibit 1, Appendix A.*

2. Promotion of the Supply of Wind Energy in Support of the Goal of Increasing Energy Production from Renewable Energy Resources

The Project would create approximately 100 MW of wind generated electricity which aids in the goal of meeting the state’s goal of 100% clean energy generation by 2050.

3. The Protection of Health, Safety, and Welfare and Avoidance of Negative Impacts

The Applicant has submitted various reports and studies required by the Ordinance (see below). The Project is compliant with the setback and sound requirements without modification. While not compliant with the shadow flicker limitations, the Applicant has committed to the utilization of shadow flicker mitigation technology which will bring the Project into compliance with the requirements of the Ordinance.

The Project proposes road improvements and the utilization of an emergency management plan in order to mitigate negative impacts.

The Project has consulted with IDNR and USFWS and is committed to following the recommendations and requirements of those agencies.

The Decommissioning Plan submitted is preliminary and has not yet been negotiated with the County. Decommissioning funds will be available for the County to utilize to remove the Project in the event the Project becomes inoperable.

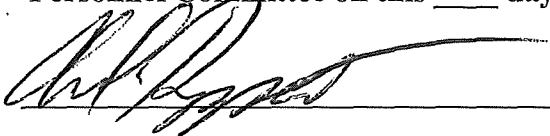
The recommended Project Conditions mandate utilization of an ADLS lighting plan prior to the receipt of any Construction Permits. To that end, the Project will have minimal lighting impact on those in the immediate vicinity of the Project.

As to Property Values there was a mix of information. Some information presented during the hearing indicated no impact to property values would be anticipated, but during cross examination there were references to potential declines in property values.

VII. Recommendation:

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County, Illinois Development & Personnel Committee that based on the written application, the testimony (as reflected in the stenographic record), and other evidence submitted during the hearing, the Committee hereby RECOMMENDS approval of the Siting Permit Application of Virden Wind Energy, LLC WITH conditions.

PASSED, ADOPTED, AND APPROVED BY THE Montgomery County Development & Personnel Committee on this ____ day of June 2024.



Chad Ruppert, Committee Chairman

MONTGOMERY COUNTY, ILLINOIS
CONDITIONS
VIRDEN WIND ENERGY, LLC

In addition to all necessary requirements imposed by law or ordinance, Virden Wind Energy, LLC, the Applicant, Company, Owner and/or Operator, shall abide by the following conditions. For purposes of these conditions, the use of "Company," "Applicant," "Owner" or "Operator" shall apply to and have the meaning for all such entities whether referred to collectively or individually. For the purposes of these conditions, "Montgomery County WECS Ordinance" or "Ordinance" means the Montgomery County Ordinance Regulating the Siting of Wind Energy Conversion Systems, Revised February 13, 2024. The term "Project" shall refer to the Virden Wind Project and include the collection of eighteen (18) Wind Energy Conversion System (WECS) and supporting facilities denoted in the Virden Wind construction permit application ("Application"). The uncured violation of these conditions shall invalidate the WECS Siting Permit, Construction Permit, and Operating Permit.

1. **Definitions.** For the purpose of clarity for the conditions, the following definitions shall apply.
 - **Siting Permit** – shall mean the County Board's ordinance approving of the Project application. The term "Siting Permit" herein shall have the same meaning as the "WECS Construction Permit" within the County's Ordinance approved on 2-13-2024.
 - **Construction Permit** – shall mean the document providing permission for the Project to commence construction after demonstrated compliance with the Ordinance and Conditions herein. The Construction Permit form shall be the same or substantially similar to Appendix B "Notification of WECS Construction Permit" to the County's Ordinance approved on 2-13-2024.
 - **Operating Permit** – shall mean the permission provided to the Project to begin generating electricity for sale, not including test power. The Operating Permit shall be of the same or substantially similar to Appendix C "WECS Operating Permit" to the County's Ordinance approved on 2-13-2024.
2. **Commencement of Siting Permit.** Commencement of Construction of the Virden Wind Energy, LLC ("Company") project ("Project") in Montgomery County shall begin no later than twelve (12) months after approval of the Siting Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within one (1) year after termination of the litigation, and the time for the Company to substantially complete construction shall be within thirty-six (36) months after Commencement of Construction. If the Company fails to begin or substantially complete construction of the Project, by the applicable date(s) above, then the Siting Permit and Construction Permit(s) shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Montgomery County Board ("County Board"), upon application by the Company. As used herein, the term "Commencement of Construction" shall mean the issuance of the Construction Permit(s).
3. **Term.** The Siting Permit for the Project shall be granted for a term of 30 years from the date of the Project substation being commissioned and connected to the electrical grid. Prior to its expiration, the Company may apply to the County Board to extend the term of the permit.

4. **Compliance.** Construction and operation of the Project shall comply with all federal, state and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings, and these conditions. In the event of any discrepancy between such representations and these conditions, these conditions shall control. Company is limited to construction of 18 turbines, ADLS tower, batch plant and other supporting facilities as defined within 55 ILCS 5/5-12020.
5. **Construction and Maintenance Hours.** Construction and routine maintenance activities for the Project shall be performed according to the following schedule:
 - a. Commence no earlier than 7:00 a.m. and cease by 8:00 p.m. during the calendar period from September 1 through May 31, Monday through Friday.
 - b. Commence no earlier than 7:00 a.m. and cease by 9:00 p.m. during the calendar period from June 1 through August 31, Monday through Friday.
 - c. Commence no earlier than 7:00 a.m. and cease by 4:00 p.m. on any Saturday.
 - d. No construction work shall be performed on Sunday.

Non-routine maintenance which does not involve "heavy equipment" and is performed inside the turbine may occur at any time without the prior approval of the County Administrator. The Company may request approval to work during other times by submitting a request to the County Administrator identifying the reason for the request and the particular date(s) for which the request is made except in cases of emergency, which may be addressed without the prior consent of the County Administrator. The request shall be granted or denied at the discretion of the County Administrator, and the Company shall provide notice of the planned construction or maintenance work to nearby residents as directed by the County Administrator. For the purposes of this paragraph, "heavy equipment" is defined as any equipment that must be delivered to the Project site on overweight or oversized vehicles.

6. **Road Agreements.** The Company shall enter into all necessary road usage agreements with the County Board and applicable township road districts. The County Administrator shall not issue any Construction Permit(s) for the Project until after Company has entered into the necessary road usage agreements with the County Board and applicable township road districts and provided copies thereof to the County Administrator and posted all required financial assurances. The Company shall comply with all the provisions of the road usage agreement entered into between the Company and Montgomery County. The Company shall also comply with any road usage agreement entered into between the Company and any township road district. Any uncured or unwaived material breach of the County road usage agreement or any township road district agreement by the Company shall constitute a material breach of these conditions.
7. **School Buses and Vehicular Traffic.** Company shall comply with restrictions or requirements imposed by the County Board or County Administrator upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic and school bus stops, and with farm and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall provide updates to the public regarding the planned traffic pattern at least 72 hours in advance of the planned activity, including areas that may experience delays during the construction period. Additionally, during the construction period the Company shall provide the relevant school districts with the

planned traffic patterns at least 72 hours in advance of the planned activity. Any changes to the planned activity may occur up to 48 hours prior to the planned activity. Any changes must be posted.

8. **Turbine.** Company shall only be permitted to utilize the Nordex N163 model turbines for the Project. No other turbine models are permitted. If Company proposes to install a different turbine than the turbine model listed herein, Company shall apply for an amendment to the permit, and submit necessary information to demonstrate that the new turbine will comply with all applicable requirements. If the Company proposes to make a change in the Project, including replacement of a turbine or significant components thereof with equipment of a new design that will increase the height or noise output or materially and adversely affect other standards set forth in the Montgomery County WECS Ordinance then Company shall apply for an amendment to the Siting Permit. Company shall install serrated trailing edge blades and shadow flicker mitigation technology on all turbines.

Company shall provide, with its application for Construction Permit(s), updated sound and shadow flicker studies based on the location of the 18 turbines for which Construction Permits are being requested if any of the 18 turbines have moved from the locations identified in the Siting Application.

If the Company receives a noise complaint, the Company shall provide post-construction sound studies within 180 days on the primary structure receptor site that is the basis of the complaint. Should any such studies show sound in excess of the IPCB limits, the Company shall perform any necessary repairs to address the exceedance within three weeks. If the exceedance persists for more than two weeks, the Project will cease the operation of the turbine(s) causing the excess and within 7 days submit a remediation plan to the Montgomery County Administrator. Once the Montgomery County Administrator has found the remediation plan to be sufficient, the turbine(s) may be restarted. Once restarted, the Company shall again perform sound studies, as applicable, and submit them to the Montgomery County Administrator for review. Should the excessive noise continue, the Company agrees to decommission the turbine(s) causing the excess noise. The study, compliance and other requirements of this paragraph shall not apply to any residential use areas or residences whose owner either (i) does not provide access to place the applicable monitors or (ii) has executed a waiver for any sound or shadow flicker requirements, as applicable.

9. **Turbine Location.** Each turbine shall only be located on those properties and in those locations set forth in the Project application. The County Board recognizes that site conditions may necessitate adjustments in the location of any wind energy turbine as allowed in accordance with Federal Aviation Administration requirements. In addition, shifts in location up to 300 feet may be allowed as long as Virden Wind submits a new FAA approval for the turbine, demonstrates compliance with shadow flicker and sound requirements, and submits a new site plan consistent with all setback requirements to the County Administrator. Company may not place a turbine closer than the limits of a setback or, if applicable, setback waiver granted by an owner and an adjacent landowner. Each wind energy turbine shall meet all setback, noise, and shadow flicker requirements set forth in the Montgomery County Ordinance and shall satisfy all other Montgomery County Ordinance requirements and applicable state or federal requirements and shall not adversely affect any microwave communications. No turbine may be moved to a parcel that was not reflected as hosting a turbine as part of the Siting

Application.

10. **Crop Damage.** The Company shall investigate complaints of crop damage consistent with the terms of the AIMA within 7 days. The results of any investigation shall be provided to the County Administrator and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.
11. **Transmission Interference.** If after installation of the wind energy turbines, Company or Montgomery County Administrator receives a complaint from any person or entity concerning interference with electromagnetic communications, such as weather radar, microwave, television, radio, internet or other wireless transmission, including public emergency communications systems, the Company shall promptly begin investigating the complaint within 7 days. The results of the investigation shall be provided to the County Administrator and the person making the complaint within 60 days. The County Administrator may, in her discretion, retain a third-party professional to evaluate any transmission interference causes. If it is determined that the Project, or any portion thereof, is causing any interference with electromagnetic communication transmission, the Company shall take all necessary and available commercial measures to minimize and mitigate the interference. If the County seeks to install new communications infrastructure, it must consult with Virden Wind Energy, LLC. In the event of increased costs attributable to the Project, Virden Wind Energy, LLC agrees to pay a reasonable amount of increased costs attributable to the Project. In the event of a disagreement between the Company and/or the person making the complaint concerning resolution of the complaint, the Parties shall meet and negotiate in good faith to address the reason(s) for the disagreement, including the cost of the proposed resolution compared to the extent of the interference. If the Parties fail to reach a consensus, then the Parties shall defer to an independent professional to determine the reasonableness or unreasonableness of the proposed resolution and appropriate measures for mitigating impacts to communications. This paragraph does not preclude any private right of action by an affected party.
12. **Decommissioning and Security.** Prior to applying for Construction Permit(s), the Company shall provide an agreed upon Decommissioning Plan as set forth in the AIMA. Decommissioning financial assurances shall be provided in accordance with the AIMA.
13. **Non-Operational or Obsolete Turbines.** Any turbine that is determined to be abandoned and have no remaining useful life in accordance with the AIMA shall be decommissioned and removed by the Company in accordance with the AIMA.
14. **Liability Insurance.** The Company shall maintain liability insurance as required by Montgomery County WECS Ordinance. The Company shall identify landowners in the project as additional insureds under the Company's liability insurance. The Company shall provide evidence of the insurance to the County Administrator upon applying for a Construction Permit.
15. **Assignment.**
 - a. Except as provided in this Paragraph 15, the WECS Construction permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval

by the County Board. In no event may any leasehold interest of the Company be assigned other than for the express and sole purpose of operating a commercial wind energy facility consistent with the underlying lease agreement. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee ("Acquirer") demonstrates to the County Board adequate financial resources. The Company and the proposed Acquirer shall provide the County Administrator the following information:

- i. The name of the proposed acquirer;
 - ii. The most recent financial statement of the proposed acquirer or other evidence of ability to finance the construction, operation, and decommissioning of the Project;
 - iii. A new certificate of insurance from the acquirer providing evidence of liability insurance coverage in the amount that is required under Section XII of the Montgomery County WECS Ordinance; and
 - iv. The contact information for the proposed acquirer;
 - v. "Financial assurance" as defined in the Ordinance for the current amount of the Decommissioning Plan in effect as of the date of the proposed assignment or transfer as required by these conditions;
 - vi. Written acknowledgement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of any road agreement, decommissioning agreement or any other agreement then in force and that it has provided any security for road repairs, decommissioning or other assurances under such agreements;
 - vii. Written agreement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the Siting Permit at the time the Siting Permit was granted to the Company which are in effect as of the date of the proposed transfer or assignment, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
 - viii. Designate a representative(s) of the acquirer or transferee to meet with the County Administrator to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Siting Permit which meeting shall take place not less than fifteen (15) days following the County Board's approval of the assignment or transfer.
- b. Notwithstanding the above, Company shall have the right to assign in its sole discretion and without any consent from the County Board, as follows:
- i. Company may assign or transfer any interest, including a 100% interest, in Company to an affiliate of Company or to an affiliate of UKA North America LLC.
 - ii. Company may assign or transfer any interest in the Project substation to Ameren Illinois, LLC.
 - iii. Company may assign or transfer any interest, including a 100% interest, in Company to lenders who provide construction, tax equity or tax credit bridge or term debt to finance the Project in the event that Company defaults on a financing agreement.
 - iv. Company may assign or transfer any interest, including a 100% interest, in Company to one or more cash investors who provide equity needed to finance the project or as part of a tax equity financing or tax credit sale.
 - v. Company may assign or transfer up to a 50% ownership interest to any other Acquirer, subject to the conditions in Paragraph 15(a)(i)-(viii) and subject to

Company retaining day-to-day operational control of the Project.

- vi. Company shall provide notice of such assignment to the County Administrator within thirty (30) days following such assignment.

16. **Operating Requirements.** The Company shall operate the facility according to the following guidelines.
- a. Wind turbines shall be a non-obtrusive and non-reflective color such as white, off white or gray. The Company shall always maintain the paint on wind turbines in good repair.
 - b. Wind turbines shall not display advertising, except for reasonable identification of the turbine manufacturer, Company, and any parent entity of Company as approved by the County Administrator. All other signs shall be in accordance with the Montgomery County WECS Ordinance.
 - c. A clearly visible warning sign advising person of the presence of high voltage levels must be placed at the base of all pad mounted transformers and substations.
 - d. Except to the extent decommissioned by Company in accordance with these conditions, Company shall operate the Project in a safe and well-maintained manner, making all necessary repairs in a timely fashion.
 - e. Company will respond immediately to any emergency or casualty report. Company shall place a clearly visible sign at the entrance to each turbine that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.
 - f. Dispute Resolution Policy. Immediately upon receipt of a complaint, the Company shall implement the Dispute Resolution Policy attached as Exhibit A to these Conditions and in compliance with the requirements of these Conditions
17. **Above-ground transmission lines.** Electrical transmission and collection lines connecting the towers, substations, etc. shall be placed underground. The transmission line for the Project extending from the substation to the point of interconnection may be installed as an above-ground line pursuant to the plans and specifications set forth in the application for the Project.
18. **Fire Protection Districts and Emergency Response.** Company shall cooperate with all local fire Protection Districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. Company shall finalize the draft Emergency Response Plan for the Project and submit the final plan as part of its Pre-Construction Submittal. Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the turbines or other structures that are part of this Project. It shall be the responsibility of Company to remove employees or other persons who become ill and/or injured in or on a turbine tower to the base of the tower to receive medical assistance by local emergency response agencies. This paragraph does not preclude or restrict emergency response personnel of any governmental or private entity from performing any rescue activities. Company may enter into agreements with local or other emergency response agencies to comply with this requirement. Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for WECS and emergency response personnel. The

Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County Administrator. The Company shall reimburse the responding Fire District(s) for the cost of emergency response services rendered by a Fire District attributable to the Project.

19. **Existing underground utility lines.** Company shall work with appropriate underground utility companies and shall insure that the integrity of the existing underground utilities in the area of the Project are maintained during construction and operation of the Project.
20. **Reimbursement for County Expenses.** If during the term of the WECS Construction Permit and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys or other parties, in order for the County Board to enforce, determine compliance or obtain compliance with applicable laws, ordinances, regulations, or these conditions, Company shall promptly reimburse the County for all such expenses.
21. **Validity of Conditions.** By constructing and operating the Project pursuant to the WECS Construction Permit granted by the County Board with these conditions, the Company shall be deemed to waive any and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein.
22. **Defense against Claims.** In the event the Project, or any other matters relating to the Project, is the subject of a lawsuit or other legal action against the County, County Board or its officials (including any county officers, directors, administrators, attorneys or agents), the Company shall reimburse the County for all reasonable legal fees and other expenses, including expert fees, incurred by the County in defending such legal action.
23. **Parent Guaranty.** The Applicant, Virden Wind Energy LLC, is wholly owned by UKA North America LLC. UKA North America LLC guarantees the full payment and performance of any and all Conditions, Ordinance requirements, AIMA requirements and financial assurance requirements of Virden Wind Energy LLC, whether now existing or arising pursuant to Virden Wind Energy LLC's obligations under the Siting Permit, Construction Permits or Operating Permit during the term of Virden Wind Energy LLC's ownership of the Project.
24. **JULIE.** Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE")) and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the County Administrator with proof of membership.
25. **Avian/ Bat/ Wildlife/ Environmental.** The Company shall comply with all current recommendations of the Illinois Department of Natural Resources and the U.S. Fish & Wildlife Service during the duration of the construction, operation and decommissioning of the Project. The Company will also follow the IDNR conservation measure to follow International Dark Sky Association guidance for all non-FAA required lighting where industry standards allow.
26. **Additional Site Surveys.** Company shall provide site surveys for each turbine, tower, and

substation location after construction demonstrating compliance with the Code requirements.

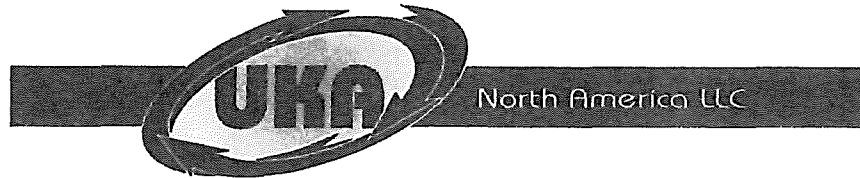
27. **Drain Tile Survey.** Prior to applying for Construction Permit(s); Company shall investigate and determine the existence of and location of any subsurface drainage features that may be impacted by the construction of the Project. Company will provide the County with the results and mapping of any subsurface drainage features.
28. **As-Built Drawing.** The Company shall provide the County with as-built drawings of the entirety of the Project.
29. **Legal Control.** Prior to receipt of Construction Permit(s), Company shall provide documentary evidence of a leasehold, or other legal interest, for each participating parcel.
30. **Cure Period.** Subject to any other provision of these conditions, any alleged breach or violation of the conditions listed herein, including an alleged failure to comply with any federal, state or local regulation now or hereafter in effect, and any penalty herein, including termination of rights granted by or the invalidity of the WECS Construction Permit, as a result of such breach or violation, shall be subject to the Company curing or commencing to cure and thereafter diligently pursuing cure of such breach or violation within sixty (60) days after receipt of written notice from the County of such breach or violation.
31. **Proof of Compliance.** The Company shall provide any reasonably requested proof of compliance (as reasonably available) with the conditions, the Montgomery County WECS Ordinance, or any other rules, laws and regulations to the Montgomery County Administrator upon request.
32. **Aircraft Detection Lighting System (ADLS) and Determinations of No Hazard.** Prior to receipt of any Construction Permit, Company shall provide proof of the Federal Aviation Administration (FAA's) approval of the ADLS system and provide a copy of all Determinations of No Hazard from FAA. Company shall install the ADLS for the Project as approved by the FAA and subject to FAA requirements.
33. **Participation/Good Neighbor Agreements.** The Company agrees to negotiate Participation/Good Neighbor Agreements in good faith with landowners owning property located within a one-mile radius of a Project turbine or substation until August 1, 2024. The County will not be involved in the substance of said negotiations.
34. **Local Contractors/Employment.** The Company will endeavor to hire local contractors for work on the Project to the extent allowed by law and consistent with federal and state prevailing wage and apprenticeship requirements. For the purposes of this requirement, a local contractor shall be considered those within 100 miles of the County seat. Such condition shall not be used to limit Virden Wind Energy LLC's ability to seek federal, state and/or local tax or other financial incentives for the Project. Company shall provide County with a list of all contractors/sub-contractors working on the Project construction.
35. **Aerial Application.** Company shall work with farmers, landowners and aerial applicators to address concerns with aerial applications in the Project area. Company shall compensate landowners (or farmers if different from landowner) for any reasonable increased costs for

aerial application due to or as a consequence of the presence of the Project.

36. **Foundation Integrity.** Prior to receiving Construction Permit(s) for the Project, Company shall have a Structural Engineer seal all site-specific design of the foundation for each tower given the soil and subsurface conditions. Company shall investigate and provide reasonable proof to the County that all turbines will not be negatively impacted by abandoned mine shafts or mining operations.
37. **Points of Contact.** Prior to receiving Construction Permit(s) for the Project, Company shall provide to the County a list of primary and emergency contacts for the County providing the address, phone number and e-mail information for each.
38. **Annual Report.** Company shall provide an annual report consisting of at least the following information: (i) a list of the primary contact and emergency contacts for the Project, (ii) a summary of all maintenance reports, (iii) a summary of all emergency service calls, (iv) a list of any turbine not functioning for 4 consecutive months or more, (v) any complaints received regarding sound or shadow flicker and the resolution of each complaint, (vi) shadow flicker reports for each turbine demonstrating compliance with the shadow flicker requirements of the Ordinance, and (vii) other information reasonably requested by the County.
39. **Financial Assurance.** Prior to the issuance of any Construction Permits, Company shall provide to the County either: (i) a bond or letter of credit to cover the cost of the construction of the Project; or (ii) reasonable evidence of financing demonstrating the financial ability of the Company to complete construction of the Project.
40. **Engineering Review.** Prior to receipt of any Construction Permit(s), Company shall provide County with a set of complete construction documents and site plans signed and sealed by an engineer licensed by the state of Illinois.

END OF CONDITIONS

EXHIBIT A
Virden Wind Dispute Resolution Process



Virden Wind

DISPUTE RESOLUTION PROCESS

UKA is committed to solving any complaint on a case-by-case basis and providing a written list of complaints and resolutions to the Montgomery County Board monthly.

1. **Identify complaints:** We commit to maintain a toll-free hotline number, and an e-mail address that the public can submit a complaint. There is also the web site that the public can access. Contact information will also be posted at our O&M building. Residents or concerned citizens are also welcome to come into the O&M building and make a complaint in person. The telephone number and the e-mail address will be received by UKA staff. UKA will follow certain steps to make sure that; (1) we identify that there was a complaint; (2) we explore potential causes of the complaint; (3) we communicate with the complainant; (4) we take actions to resolve it; and (5) we communicate complaints and their resolutions to the County Board.
2. **Timely response:** We will respond within 24 hours, or more quickly if possible, to the person who made the complaint. We will acknowledge the receipt of the complaint and inform them of the steps that we may take to resolve it.
3. **Investigation:** The next step is to investigate the complaint. This involves gathering information from the person making the complaint. We determine where within the Project area that complaint may be taking place and start to identify and check all the equipment in the area. We seek out other sources of information regarding the complaints, talk to neighbors to see if they are experiencing the same issue, and then we evaluate all potential causes of the complaint.
4. **Communication and resolution process:** We report back to the person making the complaint to let them know that we have identified the issue, and then take steps to resolve the issue. Once the issue is resolved, we communicate back to the person making the complaint about the resolution.
5. **Recordkeeping:** we will specifically track all complaints and will maintain a written record of all complaints both during construction and during operation.
6. **Reporting:** report all complaints to the Board monthly.

Every complaint we take seriously, whether from a participant and non-participant. The resolution needed for each complain is on a case-by-case basis. While it is not always possible to apply a specific complaint from one project to another, the process of identifying, communicating, resolving, and tracking is the same.

21167

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-09

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1267 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.

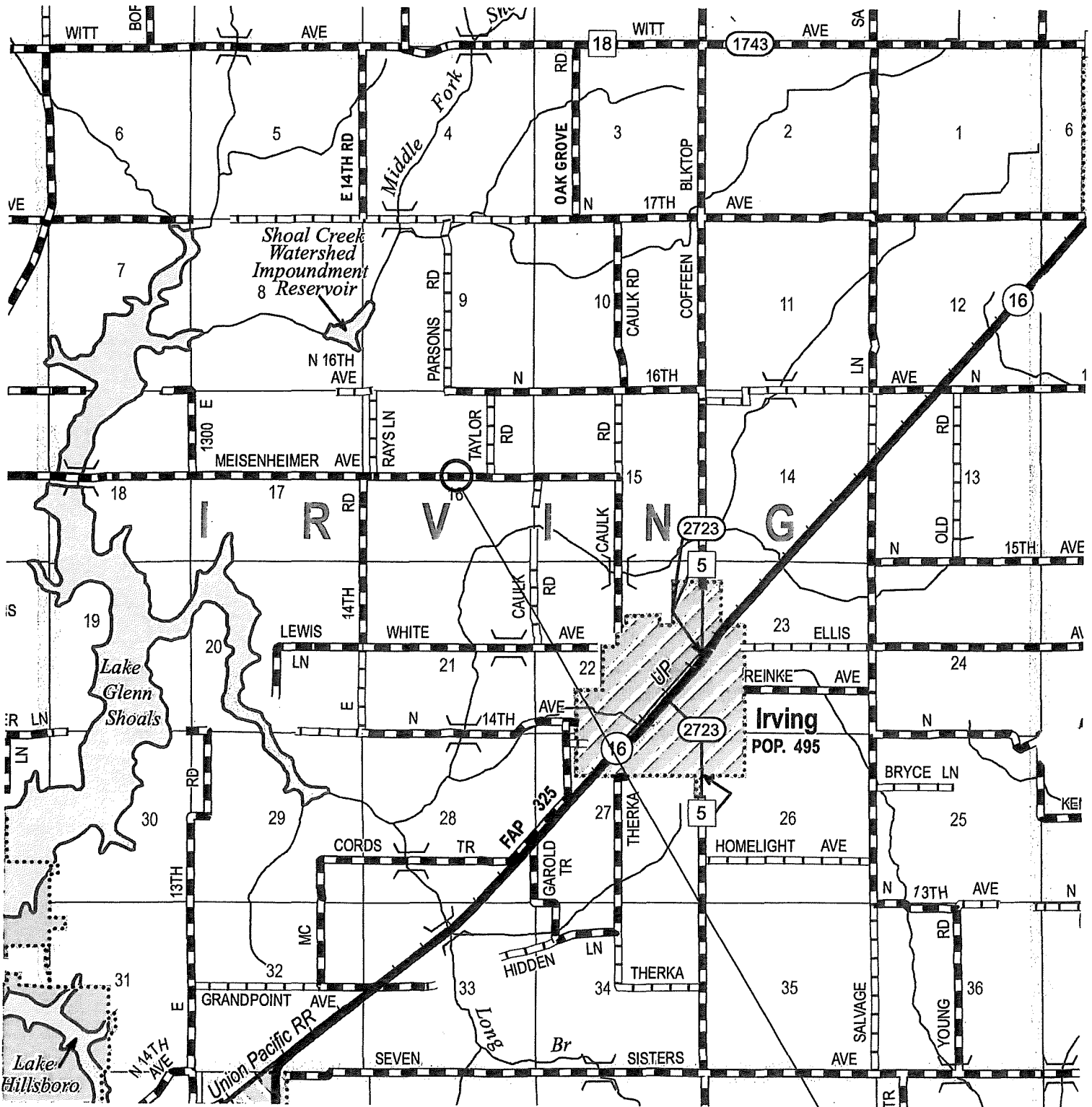
Approved and adopted by the Montgomery County Board this 11th day of June, 2024.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

2/168

MCHD Proj. #1267 50/50 Culvert Replacement Irving Township



Proposed 72"ERS x 35' Polycoated Pipe Culvert

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-10

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1268 Walshville Tr. C.H. #11	Montgomery County	100 %	\$21,000.00
		%	

TOTAL = 100 % \$21,000.00

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

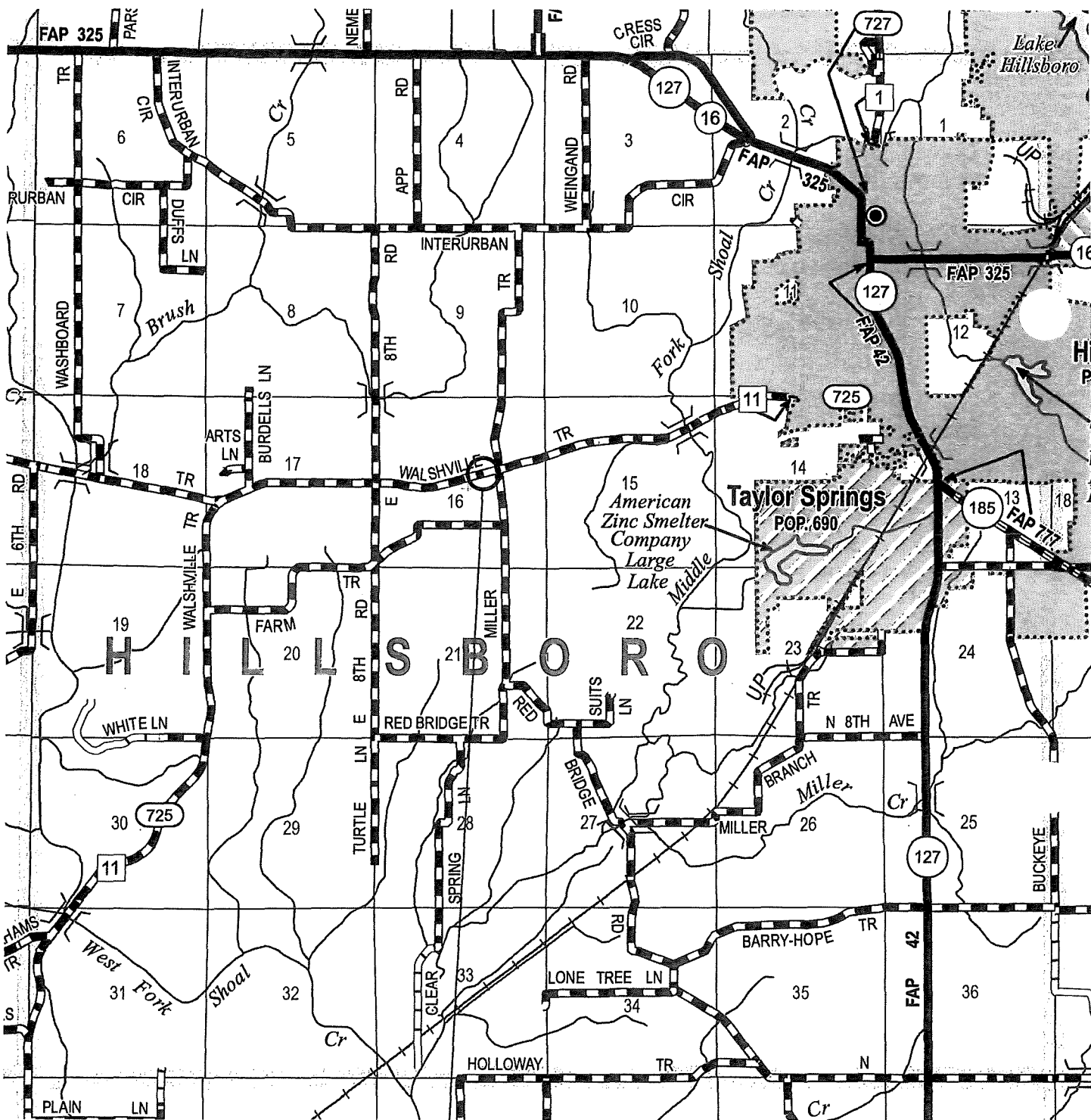
Approved and adopted by the Montgomery County Board this 11th day of June, 2024.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1268
100% County Culvert Replacement
Walshville Tr. - CH 11

21170



Proposed 54"Ø x 78' Polyoated Pipe Culvert

21|171

MONTGOMERY COUNTY HIGHWAY RESOLUTION
RESOLUTION #2024-11

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

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

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

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

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

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

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1269 Walshville Tr. C.H. #11	Montgomery County	100 %	\$25,000.00
		%	

TOTAL = 100 % \$25,000.00

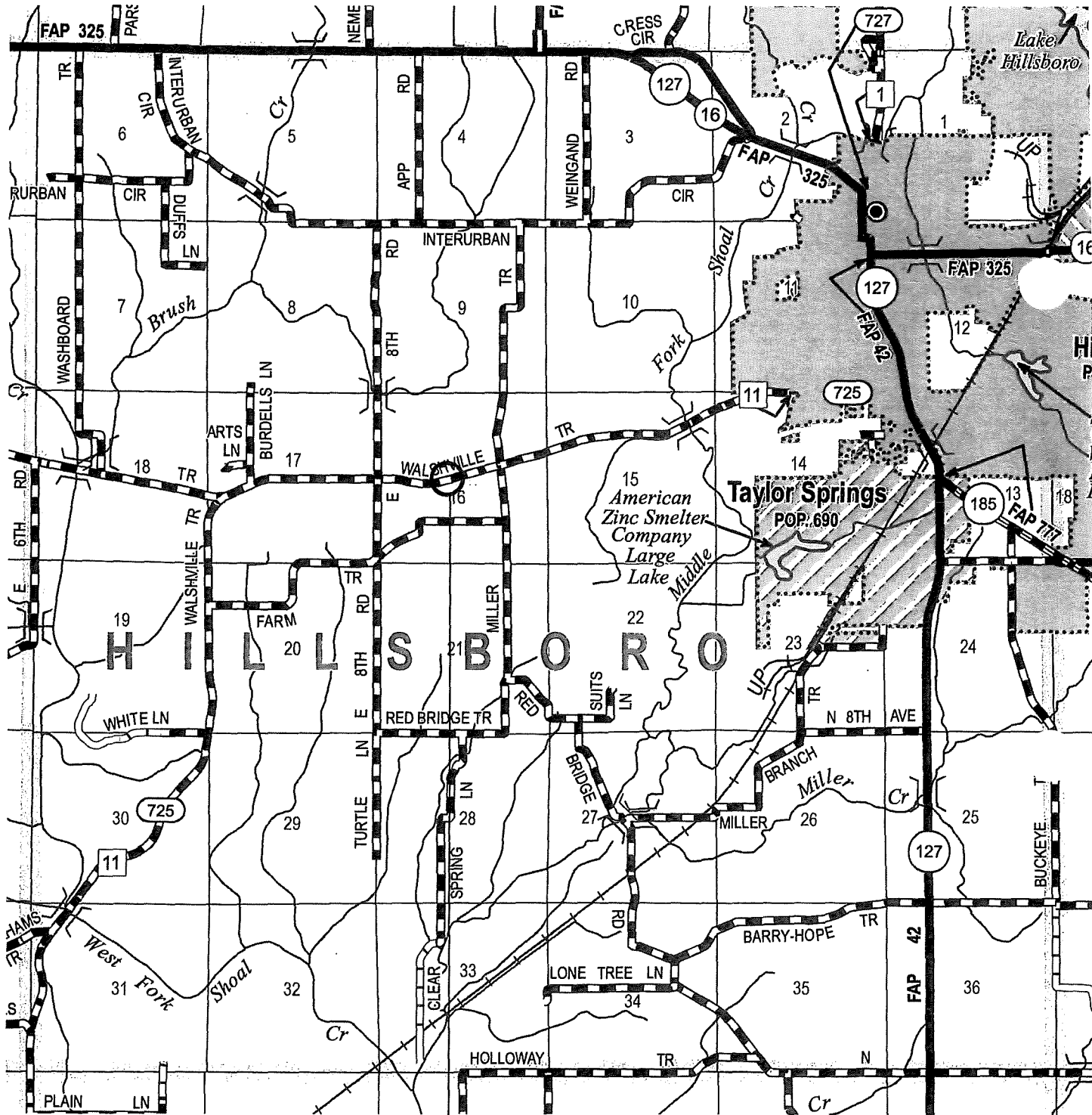
BE IT FURTHER RESOLVED, the funds necessary to furnish 100% of the cost shall be obtained from the County Aid to Bridge Fund.

Approved and adopted by the Montgomery County Board this 11th day of June, 2024.


SANDY LEITHEISER, COUNTY CLERK

(SEAL)

MCHD Proj. #1269 100% County Culvert Replacement Walshville Tr. - CH 11



Proposed 60"Ø x 90' Polyoated Pipe Culvert

21173

ORDINANCE 2024-09

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services."* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 50,000.00 shall be made available for the purchase of Cellbrite for States Attorney's Office.

This Ordinance shall be in effect upon passage.

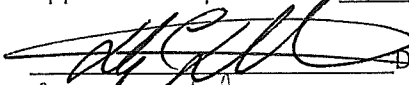
YES: 14

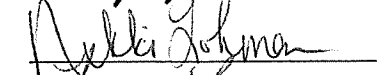
NO: 0

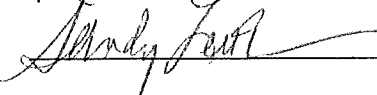
ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

27/174

ORDINANCE 2024- 10

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S.

TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services.”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 38,000.00 shall be made available for the purchase of Waggoner Baseball and Soccer Field renovation for Village of Waggoner.

This Ordinance shall be in effect upon passage.

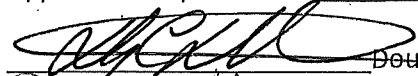
YES: 14

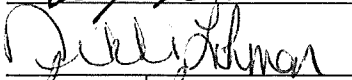
NO: 0

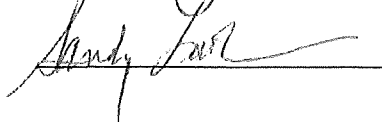
ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.


Doug Donaldson, Chairman, Montgomery County Board


Nikki Lohman, Treasurer, Montgomery County


Sandy Leitheiser, County Clerk, Montgomery County

27175

ORDINANCE 2024-11

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 4,500.00 shall be made available for the purchase of Cress Hill Tower Cameras for IT.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

21176

ORDINANCE 2024-12

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S.

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TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *“Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services.”* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 50,160.60 shall be made available for the purchase of Generators for Village of Taylor Springs.

This Ordinance shall be in effect upon passage.

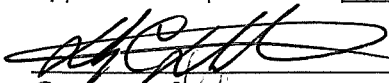
YES: 14


NO: 0

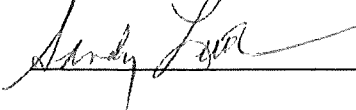
ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

21177

ORDINANCE 2024-13

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S.

TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services."* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 8,680.00 shall be made available for the purchase of Repeaters for Witt Volunteer Fire Department.

This Ordinance shall be in effect upon passage.

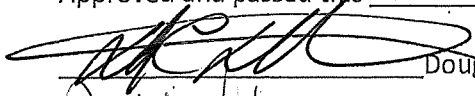
YES: 14


NO: 0

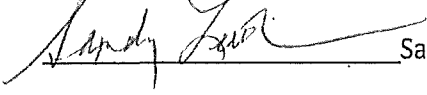
ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

21178

ORDINANCE 2024-14

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S.

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TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 21,600.00 shall be made available for the purchase of Police Vehicle for Litchfield Police Department.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.

[Signature] Doug Donaldson, Chairman, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

21179

ORDINANCE 2024-15

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S.

TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 9,600.00 shall be made available for the purchase of Water Maps for Village of Raymond.

This Ordinance shall be in effect upon passage.

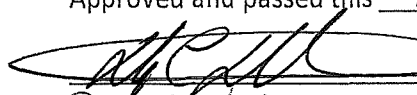
YES: 14


NO: 0

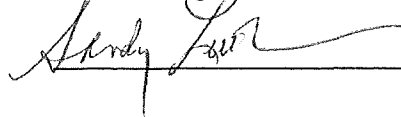
ABSTAIN: 0

ABSENT: 6

Approved and passed this 11th day of June, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

21180
ORDINANCE 2024-16

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 1,800.00 shall be made available for the purchase of Culvert for Montgomery County Health Department.

This Ordinance shall be in effect upon passage.

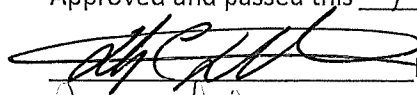
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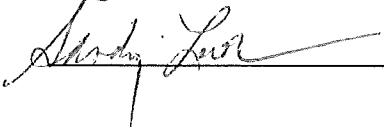
ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

21181

ORDINANCE 2024-17

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 / RIN 1505-AC77) henceforth U.S. TREASURY INTERIM FINAL RULE, and

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S.

TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for *"Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services."* and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State And Local Fiscal Recovery funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 36,000.00 shall be made available for the purchase of Patrol Boat for Litchfield Police Department.

This Ordinance shall be in effect upon passage.

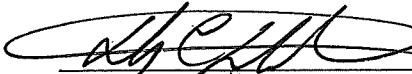
YES: 14


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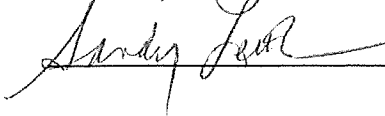
ABSTAIN: 0

ABSENT: 0

Approved and passed this 11th day of June, 2024.

 Doug Donaldson, Chairman, Montgomery County Board

 Nikki Lohman, Treasurer, Montgomery County

 Sandy Leitheiser, County Clerk, Montgomery County

21182

FILED
AUG 21 2024

Memorandum of Understanding

Sandy Leithuser COUNTY CLERK

This agreement is between Montgomery County and the Laborers' Disaster Response Team ("LDRT").

Whereas, Montgomery County and the LDRT desire to provide emergency management assistance to jurisdictions requesting assistance during an incident or disaster of major magnitude with a possible duration of up to 72 hours; and

Whereas, the parties are empowered to enter into this agreement;

1. Request for Aid

The Montgomery County EMA will be the requesting agency to activate this agreement. Upon assessment of an emergency situation in their jurisdiction or in another surrounding jurisdiction where they have been placed in control of activation of resources for response to the incident the Montgomery County EMA Director contact person will then notify LDRT of the need for response. LDRT will inform the contact person of their available capability to respond and the response time.

2. Control of Personnel

The LDRT Director of Deployment will report to the Montgomery County EMA or Local Incident Commander or his or her designee at the scene for assignment. The LDRT will be considered Montgomery County EMA Agency Personnel for purposes of any benefit associated with this status under the law.

3. Compensation

Equipment, personnel, and/or other services provided pursuant to this agreement shall be at no charge to the requesting jurisdiction; however, any costs recoverable from a third party shall be distributed to responding personnel to cover costs incurred. Nothing herein shall bar any recovery of funds from State or Federal Agencies.

COUNTY OF MONTGOMERY:

BY: *[Signature]*
Montgomery County Board Chairman

DATE: 7/9/24

LABORERS DISASTER RESONSE TEAM:

BY: *David A. [Signature]*
Laborers Disaster Response Team

DATE: 08/16/2024

ATTEST: *Sandy Leithuser*
Montgomery County Clerk & Recorder

DATE: 7/9/24

21183

MONTGOMERY COUNTY

**Ordinance for Solar Energy Farm
and Solar Garden**

**Installations in Unincorporated
Montgomery County, Illinois**

Adopted by: Montgomery County

April 10, 2018

First Revision: March 12, 1919

Second Revision: June 13, 2023

Third Revision: February 13, 2024

Fourth Revision: July 9, 2024

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

Amended 7/9/24

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 land. 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 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 (SGHAT) for the Airport Traffic Control Tower corridors 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, support 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 Air Heat Collector or Solar Furnace) that includes a solar collector to provide direct supplemental space heating by heating and re-circulating conditioned building air. The most efficient performance system uses a vertically mounted collector on a south-facing wall.
28. *Solar Hot Water System*: A system (also referred to as Solar Thermal) that includes a solar collector and a heat exchanger that heats or preheats water for building heating systems or other hot water needs, including residential domestic hot water and hot water for commercial processes.
29. *Solar Mounting Devices*: Racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.
30. *Solar Storage Unit*: A component of a solar energy device that is used to store solar-generated electricity or heat for later use.

D. PERMITTING

1. No Solar Farm or Solar Garden subject to this Ordinance shall be erected, built, or constructed without a Solar Farm or Solar Garden Development Permit having been issued by the Montgomery County Board. A request for siting approval for a commercial solar energy facility, or modification of an approved siting, shall be approved if the request follows the standards and conditions imposed within the law and the conditions imposed under state and federal statutes and regulations.
2. Prior to processing any Application for a Solar Farm or Solar Garden, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$2,500 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$250,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for the additional costs and shall remit additional funds to the County within 15 days of receipt of request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County.
3. The County Board shall not approve any permit until a public hearing is 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.

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

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. All 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 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, F

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 10/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 resident 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 fences 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 results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower call 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

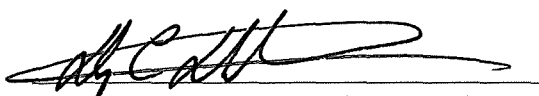
Appendix B: EXAMPLE Construction Permit

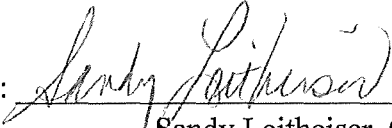
Appendix C: EXAMPLE Operating Permit

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 9th day of July, 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
 217-532-9530
<http://montgomerycountyil.gov>

APPENDIX A

**PETITION / APPLICATION / REQUEST FOR A Solar Farm or
 Solar Garden Construction Permit. (Revised and effective 7-9-2024)**

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 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. Similar Petitions/Requests shall not be placed on a Board meeting agenda until such time that petition/request has been "Accepted as Properly Filed" by the Board.

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

This petition/application/request for a Solar Farm or Solar Garden Construction Permit shall be completed in its entirety and submitted to the Montgomery County Board, #1 Courthouse Square, Hillsboro, IL, 62049. Once the petition / application for a Solar Farm or Solar Garden Construction Permit is Accepted as Properly Filed by the Board. The application for a Solar Garden Construction Permit 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 neighboring 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 Section 10-2.02 of the Ordinance, before the hearing by:

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

3. Publication on a state-wide web site.

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

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

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

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

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

SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:

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

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

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

Date accepted by County Board as properly filed: _____

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

Date 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 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 or 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

2/199

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): _____

Street 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

Does 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.

 o 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: _____

21200

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 CHAIRMAN**

Date: _____ Approved Disapprove

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

21|201

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

Third Revision: February 13, 2024

Fourth Revision: July 9, 2024

2/202

- 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

INTRODUCTION

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

I. DEFINITIONS

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

Upon conclusion of the evidence and final arguments, the County Board Coordinating Committee with outside professional advice as required will prepare and submit "findings of fact" and a final recommendation to the county board. The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois, jointly selected by the state's attorney (or his designee) and the Montgomery County Economic Development chairperson and appointed by the chairman of the county board with the consent of the county board. The applicant shall reimburse the county for the fees and costs charged by the facilitator.

- J. "L.A." refers to "Local Authority". Local Authority is the representative of the applicable government body.
- K. "Licensed Illinois Professional Engineer" means a qualified individual who is licensed as a professional engineer in the State of Illinois.
- L. "Licensed Illinois Structural Engineer" means a qualified individual who is licensed as a structural engineer in the State of Illinois.
- M. "Like-kind replacement" means a WECS tower which meets or exceeds the standards and specifications of the tower being replaced and complies with the applicable terms and conditions of this ordinance.
- N. "Maximum height" means the maximum height allowed under a Determination of No Hazard to Air Navigation by the FAA under 14 CFR Part 77
- O. "MET" means a measurement tower, or met mast as a free standing tower, or a removable mast, which carries measuring instruments with meteorological instruments such as thermometers and instruments to measure wind speed.
- P. "Nonfunctioning wind turbine" means a wind turbine or component that is not able to generate electricity for six continuous months
- Q. "Operating Permit" means a permit that must be issued after the project is substantially complete, according to approval by the County's designee, to produce and sell wind generated power.
- R. "Operator" means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors.
- S. "Owner" means the entity or entities with an equity interest in the WECS(s), including their respective successors and assignees or an entity that becomes an owner through foreclosure. Owner does not mean (i) the property owner from whom land is leased for locating the WECS, (unless property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date.
- T. "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. The term "primary structure" includes structures such as residences, commercial buildings, hospitals, churches, day care facilities, schools, and agricultural buildings/structures.
- U. "Rotor Diameter" means the diameter of the circle created by rotating turbine blade tips.
- V. "Set-Back" means the minimum distance from a property line, margins of any public road or high water mark of any lake available for public use, stream banks and drainage ditches from which the WECS tower and/or substation is located. The setback set forth herein shall be measured from the exterior of the foundation of the WECS tower.
- W. "Shadow Flicker" means the phenomenon that occurs when rotating wind turbine blades cast moving shadows upon stationary objects.

- X. "WECS (Wind Energy Conversion System) CONSTRUCTION Permit" means the formal approval of the application by the County Board or its designee.
- Y. "Substation" means the apparatus that connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.
- Z. "Wind Energy Conversion System" ("WECS") means all necessary devices that together convert wind energy into electricity, including the rotor, blades, nacelle, generator, WECS Tower, electrical components, WECS foundation, oils, fluids, transformer, and electrical cabling from the WECS Tower to the Substations.
- AA. "WECS Project" means the collection of WECS and Substations as specified in the structural improvement application.
- BB. "WECS Tower" means the support structure to which the nacelle and rotor are attached
- CC. All other words have the meanings attributed to them in Public Act 102-1123

II 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 Development & Personnel Committee for review and recommendation to County Board. Approval or Denial of application will be made by the full County Board. A request for siting approval for a WECS, or modification of an approved WECS, shall be approved if the request follows the standards and condition imposed within the law and the conditions imposed under state and federal statutes and regulations.
- B. The Application shall contain or be accompanied by the following information:
 - a. A WECS Project summary, including, to the extent available: (1) a general description of the project; the potential equipment manufacturers, types of WECS(s), number of WECS(s), and name plate generating capacity of each WECS; the maximum height of the WECS Towers and maximum diameter of the WECS(s) rotors; the general location of the project; and (2) a description of the Applicant, Owner and Operator, including their respective business structure;
 - b. The names, addresses, and phone numbers of the applicant(s), owner(s) and operator(s), and all property owners who have signed a lease agreement; and information as to whether the petitioner or applicant is acting for himself or herself or as an agent, alter eg or representative of a principal and the name and address of the principal; whether the petitioner or applicant is a corporation and of all stockholders or shareholders owning any interest in excess of 20 percent of all of the outstanding stock or shares of the corporation; whether the petitioner or applicant, or his or her principal, is a business or entity doing business under an assumed name, and if so, the name and residence of all actual owners of the business or entity; whether petitioner or applicant, or his or her principal, is a partnership, joint venture, syndicate, or an unincorporated voluntary association, and if so, the names and addresses of all partners or member of the partnership, joint venture, syndicate, or unincorporated voluntary association.
 - c. A site plan for the installation of WECS(s) showing the planned location of each WECS tower, guy lines and anchor bases, primary structures, property lines (including identification of adjoining properties), setback lines, public and private access roads and turnout locations, substations, electrical cabling from the WECS tower to the substations, ancillary equipment,

third party transmission lines, any above or below ground transmission lines related to the project, operations and maintenance building(s), layout of all structures within the geographical boundaries of any applicable setback, and the location of any construction staging areas including concrete batch plants. The size and locations of any road(s), lake(s), pond(s), or streams touching on said parcel or parcels of land shall be included.

- d. Individual inventory designations for each separate WECS and Substation for reference in WECS Construction Permits;
 - e. All required studies, reports, certifications, waivers and approvals demonstrating compliance with the provisions of this Ordinance.
 - f. An Ecological Compliance Assessment Tool (EcoCAT) compliance.
 - g. A decommissioning plan.
 - h. Any other information normally required by the County as part of its Siting Ordinance.
 - i. Sufficient documentation that the applicant, owner, company and parent company/companies have the capability to complete the WECS project as proposed.
 - j. Financial Assurance in the form of an irrevocable letter of credit to assure the construction, installation and completion of the project or improvements. Such Financial Assurance (Irrevocable Letter of Credit) shall be provided by the Applicant prior to approval to the full County Board and shall be in such amount as is determined to be 110% of the estimated WECS Project cost.
- C. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$2,500 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$250,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- If the application is determined by County staff, the County Economic Development Committee, or the County Board not to be complete in all pertinent aspects of the section of the Montgomery County Ordinance, the application shall be rejected and a new application will need to be filed.
- E. The Application shall comply with the standards established by this Ordinance.
 - F. All copies of the proposed project Construction documents (plans and project manual) must be submitted, signed and sealed by a professional engineer licensed in the State of Illinois.
 - G. The Applicant shall promptly notify the County Board of any changes to the information provided in their WECS project plans/application that occur while the application is pending. The Applicant shall not be allowed to materially change the application after the hearing process has started. Whether a change is a material change or not shall be determined by the County Board Coordinating Committee.
 - H. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are to be submitted to the County Coordinating Office.

- I. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a WECS Construction Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
- J. Following application approval, the Applicant is eligible to apply for WECS Construction Permit.
- K. Actual on site construction must commence within one year of application approval by the County Board; if not completed or otherwise, permits will no longer be valid.
- L. The Montgomery County Assessor's Office shall maintain a record of all Wind Energy Conversion Systems (WECS) Construction Permits and copies shall be furnished upon request to any interested person.
- M. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
- N. The failure to obtain the required WECS Construction Permit shall be a Violation of this Ordinance. Further, WECS Construction permits shall be issued on the basis of applications approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.

VII. DESIGN AND INSTALLATION

- A. Design Safety Certification:
 - a. WECS shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energy ("GL"), or an equivalent third party. For the avoidance of doubt, the provision of a design compliance certificate from anyone ANSI, UL, DNV, or GL shall be deemed to satisfy this requiren
 - b. Following the granting of application approval under this Ordinance, a Structural Engineer shall seal site specific design of the foundation and tower with local soil and subsurface conditions indicated on plans.
 - c. To ensure that the subsurface conditions of the site will provide proper support for the WECS, the applicant at their expense, shall provide soil and geotechnical boring reports for each WECS Tower location to the independent engineer selected by the County Board for review and comment prior to the issuance of any WECS Construction Permit.
- B. Controls and Brakes
 - a. WECS(s) shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip, tilt and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for overspeed protection.

C. Electrical Components

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

D. Color

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

E. Compliance with the Federal Aviation Administration

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

F. Warnings

- a. A reasonably visible warning sign concerning voltage must be placed at the base of all pad mounted transformers and Substations.
- b. An emergency sign listing the 911 address which conforms to the specifications of the County Ordinance. for size, color, and reflectivity shall be placed and maintained by the owner/operator at the entrance to each WECS access road from a public road. A sign or posting no more than four (4) square feet in area shall be placed and maintained in conjunction with, but in a subordinate position of, that same emergency sign and shall provide the tower number(s) and a toll-free telephone number, answered by a live operator twenty-four hours a day seven days per week, for emergency calls and informational inquiries. A non-emergency phone number for the operator shall also be displayed. These phone numbers shall remain active with all calls being voice recorded for verification purposes and with comments and complaints logged and reported to the Montgomery County Coordinator on a monthly basis. The recorded calls shall be maintained for at least 12 months. Current phone numbers shall be maintained. Local Agency response shall be reimbursed by the project owner(s).
- c. Upon completion of the construction of an approved WECS project, a reasonable visible sign to warn people to not approach a turbine while operating must be placed at the entrance of each access road,
- d. Warning signs identifying underground wire locations shall be placed at all road crossings, creek, waterway, and ditch crossings, and at the base of WECS Towers. All underground wire locations shall be GPS mapped and given to the L.A.
- e. The signs in subparagraphs above shall be made with letters and numbers at least three inches in height.

G. Climb Prevention

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

H. Manufacturer recommendations supersede the above requirements.

I. Lighting

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

J. Minimum Rotor or Wind Vane Clearance

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

VIII. OPERATION

A. An operating permit shall be obtained from the county prior to start of operation of the WECS.

B. Maintenance

- a. The Owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests. It is understood that nothing in this Section VIII (B)(a) shall be construed so as to require any Owner or Operator of the WECS to violate any non-disclosure or confidentiality covenant that the Owner or Operator may have with (i) its equipment

supplier(s), (ii) the purchasers of electricity and/or environmental attributes from the WECS, or (iii) any debt or equity financier of the WECS

- b. To the extent that, under Section VIII (A) of this Ordinance, any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components so that such modification requires re-certification from the original third party certifying entity of the WECS (i.e. DNV, GL, UL, etc.), then the Owner or Operator of the WECS shall obtain such re-certification certificates. Like-kind replacements shall not require re-certification. Prior to making any physical modification (other than a 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 (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.

X. SET BACK PROHIBITIONS AND REQUIREMENTS

A. <u>Setback Description</u>	<u>Setback Distance</u>
Occupied Community	2.1 times the maximum blade tip Buildings height of the wind tower to the nearest point on the outside wall of the structure
Participating Residences	1.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Nonparticipating Residences	2.1 times the maximum blade tip height of the wind tower to the nearest point on the outside wall of the structure
Boundary Lines of Participating Properties	None
Boundary Lines of Nonparticipating Properties	1.1 times the maximum blade tip height of the wind tower to the nearest point on the property line of the nonparticipating property
Public Road Rights-of-Way	1.1 times the maximum blade tip height of the wind tower to the center point of the public road right-of-way
Overhead Communication and Electronic Transmission and Distribution Facilities (not including Overhead Utility Service Lines to individual houses or outbuildings)	1.1 times the maximum blade tip height of the wind tower to the nearest edge of the property line, easement, or right of way containing the overhead line.
Overhead Utility Service Lines to Individual Houses or Outbuildings	None
Fish and Wildlife Areas	2.1 times the maximum blade and Illinois Nature 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 \$10 million in the aggregate, with an annual certificate of insurance being provided to the Montgomery County Coordinator's Office, with the county being added as an additional insured, with the designation of primary and non-contributory. The Applicant shall promptly increase such liability insurance if such amount is increased in the WECS Ordinance and the applicant is notified in writing of same by the county. The applicant shall provide evidence of such increased insurance to the Montgomery County Coordinator. Insurance coverage shall be maintained without interruption from the date of permitting through the lifetime of the WECS project. Certificates of insurance acceptable to the county and in compliance with this section shall be filed with the county prior to the commencement of any work on the WECS and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required under this section shall contain a provision that coverages afforded under the policies shall not be cancelled or allowed to expire until at least 60 days' written notice has been given to the county. Applicant shall also, to the fullest extent permitted by law, indemnify, and

hold the county, its employees, board members, and agents harmless for any action due to or arising out of the construction, maintenance, decommissioning, deconstruction, and/or operation of the WECS, including the payment of any attorney's fee and costs arising out of any action due to or arising out of the construction, maintenance, decommissioning, and/or operation of the WECS.

XI. FEE SCHEDULE

- A. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$2,500 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$250,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- B. The Operating Permit Fee for WECS shall be \$5,000.00.
- C. If actual onsite construction has not started within 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

- A. Amendments: The Montgomery County Board may periodically amend the terms of this ordinance.
- B. Penalties for Violations: After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction of this ordinance, thereafter proceeds with development of a 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.
- C. 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

21/217

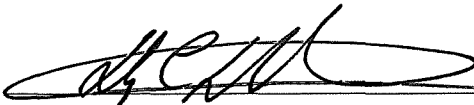
until it has been submitted to and approved by the Montgomery County Board and/or Designee in accordance with the provisions of this Ordinance.

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

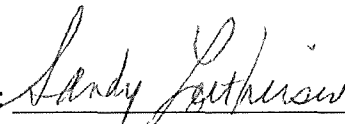
NOW, THEREFORE BE IT ORDAINED that the Montgomery County Board hereby adopts said Wind Farm Ordinance.

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

Passed and Adopted, this 9th day of July, A.D. 2024, by the County Board of Montgomery County.



Doug Donaldson, Chairman

Attest: 

Sandy Leitheiser, County Clerk

21/218

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

21/219

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.

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

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

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): _____

If accepted by County Board as properly filed: _____

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

Date County acceptance letter is sent to Petitioner: _____

Date of required Public Hearing Notice sent to Petitioner: _____

Date(s) published and where published: _____

Date notices sent: _____ Public hearing date: _____

County Board determination: _____

21/220

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: _____

21/221

PROPERTY INFORMATION:

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

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

Legal Description and Acreage:

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

Present Use of Property:

Present Land usage:

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

2/22

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:

21/223

Adjacent Land Use:

A. North: _____

B. South: _____

C. East: _____

D. West: _____

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

If yes, what length of time? _____

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

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

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

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

27/224

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

ATTACHMENTS REQUIRED:

1. At the time the application is filed, an application fee is to be paid by the applicant 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: _____

2/2/25

STATEMENT OF CONFORMANCE:

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

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

Applicant's Printed/Typed Name: _____

Signature: _____ Date: _____

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

Signature: _____ Date: _____

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

2/2/26

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 post Notification of WICS Construction Permit prior to starting construction shall constitute an offense punishable by fine up to \$500.00 each day 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.

- o 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 production or sale of wind generated power. (APPENDIX C)

21227

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

LIST OF JUDGES OF ELECTION FOR CONFIRMATION

The following persons are duly submitted by Sandy Leitheiser, Election Authority for Montgomery County, Illinois, to the Montgomery County Board to serve as Judges of Election for a term of two years commencing with their appointment and serving until their successors are duly appointed and qualified.

<u>7/9/24</u>	<u></u>
Date	Signature of Election Authority Montgomery County, IL

The following named persons have been approved by the Montgomery County Board at their July 9th, 2024 meeting for Commission submission to the Circuit Court of Montgomery County, Illinois.

<u>7/9/24</u>	<u></u>
Date	Signature of County Board Chairman Montgomery County, IL

21/229

FILED
JUL 03 2024
Sandy Lithness COUNTY CLERK

State of Illinois
Montgomery County
SBE No. J-1
List of Election Judges

The following is a list of persons submitted for approval as Judges of Election for a term of two years commencing with their appointment and serving until they or successors are duly qualified.



Chase R. Wilhelm

Signature of Chairman, Montgomery County Democrat
Central Committee

01JUL24

Date Signed

21230

MONTGOMERY

Processed: 07/01/2024 3:45 PM

Printed: 07/01/2024 3:45 PM

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
6653622Y A	BATEMAN, JONI MARIE 44 HAMBY LN WALSHVILLE, IL 62091	6/27/2000	D	F
3R8R622Y A	BATEMAN, BRIAN L 44 HAMBY LN WALSHVILLE, IL 62091	9/3/2002	D	M
K34Y622Y A	BEASLEY, PATSY J 104 S 7TH ST WITT, IL 62094	3/27/1984	D	F
32WQYJ2Y A	BEEBE, THERESAA 504 E COLUMBIA ST LITCHFIELD, IL 62056	2/17/2013	D	F
5YKY622Y A	BLACK, GARY DEAN 3179 N 17TH AVE LITCHFIELD, IL 62056	9/28/1982	D	M
L49Y622Y A	BROADDUS, RICKEY L 107 S ELM ST RAYMOND, IL 62560	3/24/1972	D	M
L773622Y A	BROWN, REBECCA L 416 N WALNUT ST LITCHFIELD, IL 62056	2/11/1990	D	F
433Y622Y A	BURRUS, ROBERT E 28172 N 23RD AVE PANA, IL 62557	1/7/1976	D	M
L882622Y A	CANTRALL, MARY JANE 116 S FRONT ST HARVEL, IL 62538	2/16/1977	D	F
RQ6R622Y A	CHESSER, KAREN F 219 ELDER ST PANAMA, IL 62077	10/1/1966	D	F
5852KQ2Y A	CLAYTON, BARBARA E 707 S O'BANNON ST RAYMOND, IL 62560	1/12/2018	D	F

21231

MONTGOMERY

Processed: 07/01/2024 3:45 PM

Printed: 07/01/2024 3:45 PM

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
K6L2282Y A	CORSO, REBECCA M 403 N CHESTNUT ST LITCHFIELD, IL 62056	3/15/2016	D	F
Q8QJ772Y A	CROWE, CYNTHIA J 634 CAPPS AVE NOKOMIS, IL 62075	9/22/2009	D	F
H6YY6Q2Y A	DAHLER, DONNA KAYE 504 N ILLINOIS AVE LITCHFIELD, IL 62056	11/7/2016	D	F
8JLYR82Y A	DEBOARD, ADRIENNE MICHELLE 711 N FRANKLIN AVE LITCHFIELD, IL 62056	2/16/2016	D	F
YL22622Y A	DEMOULIN, DENISE K 69 WOODLAWN DR LITCHFIELD, IL 62056	9/24/1980	D	F
4792622Y A	DOSS, JOANN TRAUERNICHT 69 CHATAUQUA LN HILLSBORO, IL 62049	10/2/1982	D	F
L643622Y A	DURBIN, TONI M 520 N 1ST ST WITT, IL 62094	9/17/1999	D	F
8475YR2Y A	EDWARDS, DARRYL M 3 CARRIAGE HILL DR HILLSBORO, IL 62049	4/11/2013	D	M
6463622Y A	EMERICK, CONNIE S 1480 SEYMOUR AVE HILLSBORO, IL 62049	10/6/1997	D	F
HYL2622Y A	GIBB, JOHN P 212 W SUMMER ST HILLSBORO, IL 62049	5/3/1978	D	M
RRW2622Y A	GONZALEZ, BECKY 1018 JEFFERSON ST HILLSBORO, IL 62049	9/28/1982	D	F

21/232

MONTGOMERY

Processed: 07/01/2024 3:45 PM

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REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
7886QQ2Y A	GREENWALT, HOLLIE E 602 ELIZABETH DR LITCHFIELD, IL 62056	7/1/2016	D	F
23W2622Y A	GRIGSBY, GUYLIA J 1417 S MAIN ST HILLSBORO, IL 62049	3/9/1987	D	F
H8HY622Y A	HAMPTON, CHERYL D 24409 W FRONTAGE RD WAGGONER, IL 62572	2/18/1986	D	F
459R622Y A	HANCOCK, NACEDAH JOY 34 BRIARWOOD DR HILLSBORO, IL 62049	10/31/2003	D	F
LHJY622Y A	HAND, PAMELA G 12284 E 21ST RD FILLMORE, IL 62032	12/17/1974	D	F
LJ33622Y A	HARRISON, MARY E 244 POSSUM LN FILLMORE, IL 62032	10/6/1970	D	F
LR8Y622Y A	HARTÉL, CHERYL D 34 HOWARD ST LITCHFIELD, IL 62056	5/10/1968	D	F
969Y622Y A	HELD, BEVERLY S 7288 N 22ND AVE RAYMOND, IL 62560	1/15/1975	D	F
Y5K3622Y A	HEMKEN, DONNA K 711 S DOUGLAS ST LITCHFIELD, IL 62056	1/26/2000	D	F
9WK93W2Y A	HOLCOMB BARNES, SYDNEY PAIGE 211 E TREMONT ST HILLSBORO, IL 62049	10/7/2013	D	F
LWR3622Y A	HUBER, CARRIE E 17223 OLD CEMETERY TRL COFFEEN, IL 62017	9/20/2000	D	F

21233

MONTGOMERY

Processed: 07/01/2024 3:45 PM

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REGISTRANT SEARCH RESULTS

Registrant ID atus	Registrant Name Address	Registration Date	Party	Gender
W3622Y	HUBER, LAURA-LEE MCLEAN 8157 E 17TH RD HILLSBORO, IL 62049	4/16/1998	D	F
Y8W92Y	HUBER, ALEXA R 17223 OLD CEMETERY TRL COFFEEN, IL 62017	1/17/2020	D	F
Y8622Y	HULL, PAMELA M 1507 N JACKSON ST LITCHFIELD, IL 62056	4/10/1978	D	F
RRR622Y	JONAS, JENNIFER LEAH 490 S 1ST ST NOKOMIS, IL 62075	8/17/2006	D	F
JJY622Y	JONES, DEANNE M 103 INDEPENDENCE DR HILLSBORO, IL 62049	9/27/1990	D	F
J2622Y	JURGENA, TRACY S 467 S PINE ST IRVING, IL 62051	2/19/1991	D	F
7K A	KING, REBECCA JEAN 516 E FILLMORE ST FILLMORE, IL 62032	8/23/2005	D	F
Y238622Y A	KNUTSON, MARGARET A 1115 N HARRISON ST LITCHFIELD, IL 62056	4/2/1981	D	F
9WH2622Y A	KRAGER, MARY J 26383 E 9TH RD HARVEL, IL 62538	4/16/1984	D	F
9Q23622Y A	LANE, KENDRA R 405 TITCOMB ST BUTLER, IL 62015	3/5/2001	D	F
38H2622Y A	LEBECK, SUSAN K 26092 E 8TH RD HARVEL, IL 62538	3/29/1980	D	F

21234

MONTGOMERY

Processed: 07/01/2024 3:45 PM

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REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
RH4R622Y A	LEIGH, BEVERLY J 328 OBERLE ST NOKOMIS, IL 62075	10/25/2005	D	F
Q629632Y A	LEMME, LAURA 652 ANNA ST HILLSBORO, IL 62049	12/2/1981	D	F
6JJ9632Y A	LIPPARD, PEGGY LEE 112 S WELCH ST HILLSBORO, IL 62049	1/23/2004	D	F
84RH632Y A	LUCK, DONNA M 8252 HOLLOWAY TRL HILLSBORO, IL 62049	10/2/1968	D	F
7439632Y A	MARTIN, DONNA A 114 STIEREN ST FARMERSVILLE, IL 62533	2/11/1980	D	F
QJQQ632Y A	MATTHEWS, BRENDA J 725 WATER ST NOKOMIS, IL 62075	2/16/1970	D	F
3W2WRW2Y A	MCDONALD, MYRNA JOY 409 LOCUST ST WALSHVILLE, IL 62091	12/14/2012	D	F
HK3H632Y A	MYERS, MARY JEAN 309 W BROADWAY ST WITT, IL 62094	4/30/1980	D	F
HYRR622Y A	PAVIA-SCHANTER, JOYCE E 4428 ILLINOIS ROUTE 16 LITCHFIELD, IL 62056	8/31/2006	D	F
6J452K2Y A	PEDERSON, KATY L 718 S JACKSON ST LITCHFIELD, IL 62056	9/26/2008	D	F
3KK9632Y A	PHILLIPS, SHARON L 209 BRUSH ST PANAMA, IL 62077	2/11/1988	D	F

21/235

MONTGOMERY

Processed: 07/01/2024 3:45 PM

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REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
YRQ9632Y A	PICKERILL, CONNIE S 607 N O'BANNON ST RAYMOND, IL 62560	3/9/1968	D	F
3449632Y A	PRITCHARD, TABETHA M 620 S CLEVELAND ST FARMERSVILLE, IL 62533	9/21/2004	D	F
9632Y A	REINCKE, MICHELE 16327 REINCKE AVE IRVING, IL 62051	3/25/1988	D	F
6R69632Y A	ROBINSON, YVONNE E 1412 N JACKSON ST LITCHFIELD, IL 62056	9/8/1999	D	F
9W894R2Y A	ROGERS, GARY C 1702 N MONROE ST LITCHFIELD, IL 62056	8/3/2012	D	M
53QQ632Y A	SCHMIDT, MARY J 107 NOBBE ST FARMERSVILLE, IL 62533	5/9/1968	D	F
79Y9632Y	SLEPICKA, NANCY BLISS 501 BANIÖN ST HILLSBORO, IL 62049	9/10/1971	D	F
JL89632Y A	SPAETH, SHEILA M 81 SPAETH LN HILLSBORO, IL 62049	9/2/1994	D	F
3654372Y A	STIEREN, JUNITTA C 401 S 5TH ST FARMERSVILLE, IL 62533	3/16/2011	D	F
Y662622Y A	STOTTLER, BARBARA ANN 311 NORA ST FARMERSVILLE, IL 62533	2/8/1971	D	F
R2LR622Y A	TOBERMAN, JANICE F 220 E LOCUST ST FILLMORE, IL 62032	5/20/1969	D	F

21236

MONTGOMERY

Processed: 07/01/2024 3:45 PM

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REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
47J2622Y A	TUGGLE, SUSAN L 14031 N 14TH AVE IRVING, IL 62051	10/7/1980	D	F
H6H3622Y A	VANHUSS, TERRIE A 309 S PINE ST IRVING, IL 62051	10/3/1996	D	F
Y5YY622Y A	WALTERS, CHRISTINE M 2105 MILLER AVE HILLSBORO, IL 62049	3/18/1994	D	F
R963622Y A	WALTERS, MICHAEL E 2105 MILLER AVE HILLSBORO, IL 62049	10/7/1986	D	M
2452622Y A	WENDLING, GLORIA JEAN 315 LINCOLN ST NOKOMIS, IL 62075	10/5/1964	D	F
3K92622Y A	WESSELL, VONNA M 400 ORCHARD ST COFFEEN, IL 62017	9/30/1976	D	F
RK92622Y A	WESSELL, ROBERT K 400 ORCHARD ST COFFEEN, IL 62017	1/11/1972	D	M
QWR5HW2Y A	WEST, KRYSTAL ANN 215 E WILSON AVE NOKOMIS, IL 62075	3/28/2019	D	F
6JR2622Y A	WHITE, DAVID EARL 32202 E 2ND RD FARMERSVILLE, IL 62533	7/14/1976	D	M
KR73622Y A	WOOD, MALINDA D 308 S MAIN ST OHLMAN, IL 62076	8/27/1998	D	F

21/237

MONTGOMERY

Processed: 06/24/2024 1:46 PM
Printed: 06/24/2024 1:46 PM

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
L62622Y A	BOOHER, DAVID A 811 MONTGOMERY AVE HILLSBORO, IL 62049	10/7/1972	D	M
3J7Y622Y A	HIRES, EDDY L 129 W COLUMBIA ST LITCHFIELD, IL 62056	2/18/1976	D	M
64JYJH2Y A	HYDE, KELLY ROSE 203 SOLAR CIR LITCHFIELD, IL 62056	8/31/2022	D	F
LQQR8Y2Y A	LANDIS, MICHELLE M 50 GREGGS LN HILLSBORO, IL 62049	8/12/2022	D	F

Total Number of Registrants 80

21238

State of Illinois

FILED
JUL - 3 2024

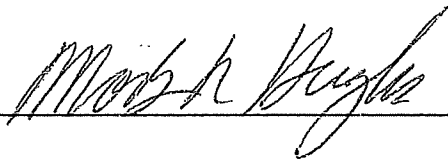
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COUNTY CLERK

Montgomery County

SBE No. J-1

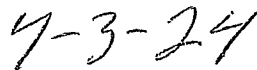
List of Election Judges

The following is a list of persons submitted for approval as Judges of Election for a term of two years commencing with their appointment and serving until they or successors are duly qualified.



Signature of Chairman, Montgomery County Republican

Central Committee



Date Signed

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
L452622Y A	AMERMAN, LORETTA K 315 S SPRUCE ST NOKOMIS, IL 62075	7/27/1984	R	F
8R3HL92Y A	APPLEGATE, GARY LEE 505 BROADWAY ST WALSHVILLE, IL 62091	8/30/2019	R	M
85KK372Y A	APPS, ELIZABETH C APT C 1000 W TYLER AVE LITCHFIELD, IL 62056	2/17/2011	R	F
7JRY622Y A	BARNES, GINGER L 7077 ILLINOIS ROUTE 16 HILLSBORO, IL 62049	10/3/1992	R	F
LH9W372Y A	BAXTER, DONALD RAY 302 W FRONT ST NOKOMIS, IL 62075	12/22/2010	R	M
7YR2622Y A	BENNING, MARLYN R 820 N MADISON ST LITCHFIELD, IL 62056	2/4/1988	R	M
KL2Y622Y A	BENNING, MICHELE L 11106 N 20TH AVE RAYMOND, IL 62560	4/23/1993	R	F
J82L4Q2Y A	BONE, TINA M 4092 N 8TH AVE LITCHFIELD, IL 62056	1/4/1982	R	F
549Y622Y A	BROADDUS, DANA K 107 S ELM ST RAYMOND, IL 62560	5/24/1985	R	F
H92Y622Y A	BROWN, RITA K 402 S WALNUT ST ROSAMOND, IL 62083	5/26/1987	R	F
K762622Y A	CALVERT, CAROLA 420 HILLSIDE AVE HILLSBORO, IL 62049	6/16/1992	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
9RWY622Y A	CHERRY, GLENT 459 OLD QUARRY TRL LITCHFIELD, IL 62056	7/24/1980	R	M
58Y3622Y A	CORSO, PATRICE L 1931 N MONROE ST LITCHFIELD, IL 62056	9/21/2001	R	F
8W8Y622Y A	CORSO, LINDA JANE 52 CIRCLE DR LITCHFIELD, IL 62056	2/2/1962	R	F
958RLH2Y A	CUNNINGHAM, DAVID BRUCE 98 NORTH WOODS CIR HILLSBORO, IL 62049	11/9/2021	R	M
3342622Y A	DETMERS, VICKIE A 256 E FAIRMOUNT AVE NOKOMIS, IL 62075	11/2/1974	R	F
4L22622Y A	DONHAM, DEBRA R 1804 N STATE ST LITCHFIELD, IL 62056	9/24/1980	R	F
Q9WY622Y A	DURBIN, JILL L 501 ORCHARD ST COFFEEN, IL 62017	12/7/1988	R	F
Q4K2622Y A	EISENBARTH, MARJORIE C 623 S PINE ST NOKOMIS, IL 62075	10/2/1968	R	F
6R33622Y A	ELIASON, TAMMIE L 113 S PITMAN ST WAGGONER, IL 62572	11/8/2001	R	F
64KY622Y A	ENGELMAN, LINDA K 4320 ROSSI AVE RAYMOND, IL 62560	9/23/1987	R	F
KJK2622Y A	FINLEY, KATHRYN D 623 MILLER ST NOKOMIS, IL 62075	3/13/1985	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
8K63622Y A	FRAILEY, ANN K 110 POSSUM LN FILLMORE, IL 62032	12/2/1997	R	F
4JKY622Y A	FUCHS, JEAN M 18324 E 5TH RD RAYMOND, IL 62560	9/27/1972	R	F
92622Y	FUGATE, LYNNETTE A 107 N DOUGLAS ST HILLSBORO, IL 62049	10/12/1971	R	F
Q4H3622Y A	FUNDERBURK, DONNA J 15100 N 17TH AVE IRVING, IL 62051	8/29/1996	R	F
Q9469W2Y A	GEBHARDT, JEANNE M 302 N CHESTNUT ST LITCHFIELD, IL 62056	12/3/2011	R	F
26RY622Y A	GUNN, CASSANDRA JO 27 WESTWOOD DR HILLSBORO, IL 62049	10/15/1969	R	F
57R2622Y	HANCOCK, LEOTA L 640 HILL CIR FILLMORE, IL 62032	10/2/1972	R	F
6W42622Y A	HARSTON, HERBERT J 305 N CEDAR ST NOKOMIS, IL 62075	10/4/1976	R	M
RYW2622Y A	HART, PEGGY S 806 BIG FOUR AVE HILLSBORO, IL 62049	9/5/1984	R	F
RQHR622Y A	HARTEL, MARCIA L 1312 N FRANKLIN AVE LITCHFIELD, IL 62056	6/11/2003	R	F
3LRY622Y A	HEATON, PAMELA M 10231 CRABTREE TRL LITCHFIELD, IL 62056	10/3/1992	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
H9Q2622Y A	HOLCOMB, ELIZABETH A 1209 UNIVERSITY PL HILLSBORO, IL 62049	1/4/2008	R	F
YW52622Y A	HOLLIDAY, MARGARET MARY 210 S MAPLE ST NOKOMIS, IL 62075	9/10/1970	R	F
47H2622Y A	HOLT, SUSAN FUCHS 3250 MORRISONVILLE AVE FARMERSVILLE, IL 62533	6/12/2008	R	F
5Y43622Y A	HUGHES, EMILY S 1380 INTERURBAN CIR HILLSBORO, IL 62049	7/28/1999	R	F
48R2622Y A	HUNT, MARY L 815 LONGBRIDGE TRL WALSHVILLE, IL 62091	5/15/1987	R	F
RJ5R622Y A	HUPP, CAROLA 31221 E 4TH RD FARMERSVILLE, IL 62533	4/29/2006	R	F
L6QR622Y A	JACKSON, DEBRA S 102 S BLAINE ST FILLMORE, IL 62032	7/19/1980	R	F
25R2YW2Y A	JENKINS, KOURTNEY R 502 HILLSBORO ST TAYLOR SPRINGS, IL 62089	8/13/2013	R	F
Y852622Y A	JONAS, SHIRLEY A 101 S BLUE AVE NOKOMIS, IL 62075	9/3/1982	R	F
89589W2Y A	JONES, LEORA L 319 N OAK ST IRVING, IL 62051	1/4/2012	R	F
J625HW2Y A	JONES, JULIE BUNTIN 29379 E 4TH RD FARMERSVILLE, IL 62533	11/5/2011	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
4QW3622Y A	JOYCE, JENNIFER MARIE 134 S MAIN ST WITT, IL 62094	7/23/1998	R	F
8J6R622Y A	KINDERDAY, MEGAN D 137 PINNACLE POINT DR HILLSBORO, IL 62049	7/16/2004	R	F
Q29R622Y A	KIRCHNER, TERRISA G 303 S OAK ST NOKOMIS, IL 62075	7/25/2003	R	F
7WLY622Y A	KISTNER, DENISE F 16110 WITT AVE WITT, IL 62094	6/11/1987	R	F
WW9LW22Y A	KOEN, MICHAEL W 5343 ILLINOIS ROUTE 16 LITCHFIELD, IL 62056	12/30/2021	R	M
2R5Y622Y A	LAURIE, JACKIE L 7191 SHOAL CREEK TRL WALSHVILLE, IL 62091	8/29/1992	R	F
YLK2622Y	LAURIE, CHRISTIA 307 N ELM ST NOKOMIS, IL 62075	8/5/1986	R	F
H299632Y A	LEWIS, MARK A 811 S STATE ST LITCHFIELD, IL 62056	10/8/1996	R	M
RJRH632Y A	LUEBBERT, RAYMOND T 810 W FAIRGROUND AVE HILLSBORO, IL 62049	2/15/1990	R	M
RK3H632Y A	MARTIN, CAROLE ANN 144 S 5TH ST WITT, IL 62094	4/18/1969	R	F
K969632Y A	MAULDING, TRICIA E 1912 N MONROE ST LITCHFIELD, IL 62056	9/27/2000	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
7LH3622Y A	MCDANIEL-WATTERS, TERESA E 720 S OAK ST HILLSBORO, IL 62049	10/3/1996	R	F
JJL9632Y A	MEYER, ANGELA L 10379 MILLER TRL HILLSBORO, IL 62049	7/16/1998	R	F
9H89632Y A	MILLER, DEBRA S 614 E UNION ST NOKOMIS, IL 62075	8/10/1995	R	F
7KYH632Y A	MILLER, PAULA M 1439 S ILLINOIS AVE LITCHFIELD, IL 62056	8/9/1984	R	F
Q43H632Y A	MILLER, SALLY J 21182 E CARRIKER TRL WITT, IL 62094	6/3/1980	R	F
5W59632Y A	MIZERA, TRACY S 104 JANES WAY RAYMOND, IL 62560	12/19/2006	R	F
QL4RKQ2Y A	MORGASON, STEVEN R 204 S WASHINGTON ST OHLMAN, IL 62076	5/21/1996	R	M
YJ39632Y A	MURTAUGH, DANIEL J 180 E WILSON AVE NOKOMIS, IL 62075	9/8/1984	R	M
8H39632Y A	PATKUS, KAREN M 342 E FAIRMOUNT AVE NOKOMIS, IL 62075	10/7/1971	R	F
8293622Y A	PEZOLD, TERESAA 5139 NIEMANVILLE TRL LITCHFIELD, IL 62056	10/2/1996	R	F
8R2H632Y A	PUTNAM, DIANA B 89 NORTH WOODS CIR HILLSBORO, IL 62049	11/3/1976	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
QYR9632Y A	REINCKE, RICHARD D 1069 FOX HUNT TRL HILLSBORO, IL 62049	8/21/1980	R	M
8YR9632Y A	REINCKE, AMY C 1069 FOX HUNT TRL HILLSBORO, IL 62049	8/31/1988	R	F
RJ9632Y	REINDL, JUDITH A 417 W TREMONT ST HILLSBORO, IL 62049	8/19/2003	R	F
QR9QHW2Y A	RICHARDSON, SHARON R.S. 206 DIVISION ST TAYLOR SPRINGS, IL 62089	10/14/2011	R	F
KQHR622Y A	RICHARDSON, JOSHUA T 206 DIVISION ST TAYLOR SPRINGS, IL 62089	3/15/2016	R	M
4Q69632Y A	RIEMANN, ELLEN ANN 23151 E 5TH RD RAYMOND, IL 62560	9/15/2000	R	F
763H632Y	ROGERS, HELEN DARLENE 104 S MAIN ST WITT, IL 62094	1/6/1960	R	F
Q239632Y A	SCHMEDEKE, DENETA F 225 N VINE ST IRVING, IL 62051	9/30/1980	R	F
H77QHW2Y A	SCHMEDEKE, KAYDEN E 225 N VINE ST IRVING, IL 62051	10/5/2011	R	F
W4Y9632Y A	SCHOEN, SHARON M 6 HUBER DR HILLSBORO, IL 62049	3/9/1987	R	F
L22H632Y A	SEATON, JUDY K 225 S MCCULLOUGH ST WAGGONER, IL 62572	10/2/1988	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
2R563W2Y A	SEIPP, PAUL R 878 LONGBRIDGE TRL WALSHVILLE, IL 62091	9/7/2013	R	M
5QWYQW2Y A	SIMON, RUTH DIANE 5123 CRABTREE TRL WALSHVILLE, IL 62091	4/27/2011	R	F
H7HRQW2Y A	SIMON, STEVEN P 5123 CRABTREE TRL WALSHVILLE, IL 62091	5/3/2011	R	M
5JH9632Y A	SLIGHTOM, VALERIE BETH 26257 W FRONTAGE RD FARMERSVILLE, IL 62533	2/12/1996	R	F
QJWHY72Y A	SMITH, PAULA 131 E BRAILLEY ST HILLSBORO, IL 62049	10/7/1986	R	M
H25R492Y A	SPEARS, ANNE MARIE 711 LOCUST ST HILLSBORO, IL 62049	8/12/2020	R	F
J5Y9632Y A	SPELBRING, LETITIA A 7 WESTWOOD DR HILLSBORO, IL 62049	9/2/1988	R	F
82RH632Y A	SPENCER, DONNA L 1003 N MADISON ST LITCHFIELD, IL 62056	1/30/1978	R	F
WJHY622Y A	STIEREN, RESA M 495 YAEGER LAKE TRL LITCHFIELD, IL 62056	1/14/1985	R	F
LQ3R622Y A	STOLTE, SHARON ELAINE 22263 OHLMAN RD NOKOMIS, IL 62075	2/14/1976	R	F
HJHY622Y A	STREET, PEGGY LEE 1115 E HAUSER ST LITCHFIELD, IL 62056	10/6/1983	R	F

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date	Party	Gender
Y562622Y A	TUETKEN, KEVIN D 710 MAPLE ST HILLSBORO, IL 62049	5/10/1979	R	M
J64Y622Y A	ULRICI, DOROTHY 547 S 5TH ST WITT, IL 62094	9/6/1967	R	F
JY622Y	VOLLMAR, GORDON J 5302 WALSHVILLE TRL WALSHVILLE, IL 62091	1/17/1992	R	M
Q7R9632Y A	WALDECK, JAYNE L 6070 GRAINLEG AVE FARMERSVILLE, IL 62533	10/11/1988	R	F
JWH2622Y A	WAREHAM, RONDA D 205 S MAIN ST OHLMAN, IL 62076	9/26/1990	R	F
Q4897H2Y A	WITT, NICOLE R 28147 W FRONTAGE RD FARMERSVILLE, IL 62533	6/28/2022	R	F
645HYQ2Y	YESKE, SHEILA ANN 287 E GRANT AVE NOKOMIS, IL 62075	9/13/2018	R	F
QW23622Y A	YOUNT, LINDA V 1042 SCHOOL ST HILLSBORO, IL 62049	2/6/2001	R	F
Y263622Y A	ZINDA, ROY J 797 LONGBRIDGE TRL WALSHVILLE, IL 62091	8/1/1997	R	M

REGISTRANT SEARCH RESULTS

Registrant ID Status	Registrant Name Address	Registration Date F	Party	Gender
W23KKH2Y A	CERVEN, LAURA JAYNE 13356 RAVEN LN IRVING, IL 62051	12/16/2022	R	F
K4YLK22Y A	GREEN, ROBERTAA 176 BARNETT TRL LITCHFIELD, IL 62056	9/17/2020	R	F
YJ26772Y A	HOPWOOD, ALLISON NICHOLE 23 BURDELL LN HILLSBORO, IL 62049	8/1/2018	R	F
3349632Y A	LOGSDON, TERRI L 21 WESTWOOD DR HILLSBORO, IL 62049	9/7/2004	R	F
4JKRJR2Y A	LAURENT, THOMAS L 6043 MADISON ST COFFEEN, IL 62017	7/11/2017	R	M
Y5K64R2Y A	MILLBURG, REBECCA ELIZABETH 800 RIDGE ST TAYLOR SPRINGS, IL 62089	11/4/2021	R	F
JYWR692Y A	SIES, DONNA JEAN 1 OLD OAKS DR HILLSBORO, IL 62049	11/22/2019	R	F
RQR3622Y A	BLACK, MARGE 209 S PALMER ST FILLMORE, IL 62032	3/7/1977	R	F

Total Number of Registrants 105

21249



Illinois Department of Revenue

PTAX-451

Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- County MONTGOMERY
- Date of county board action 07 / 09 / 2024
Month Day Year
- Annual salary \$ 128,079.79
- Effective date of salary increase or decrease 07 / 01 / 2024
Month Day Year
- Check which certified copy you are attaching
 - the resolution
 - minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
 - a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- Check who is receiving the change
 - supervisor of assessments
 - public defender (select full-time or part-time below)
 - full-time
 - part-time
 - sheriff
- Social Security number of the individual seeking salary reimbursement or with a change in salary

- Name and address of the individual seeking salary reimbursement or with a change in salary
 - Name _____
 - Address _____
 - City _____ State _____ ZIP _____

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

9 County Board Chair signature


Signature of the county board chair

DOUGLAS C. DONALDSON
Printed name of the county board chair

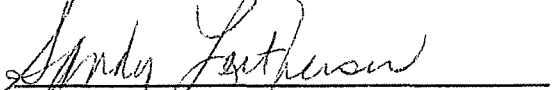
7 / 9 / 2024
Month Day Year

10 County Clerk statement and signature

State of Illinois }
} }
Montgomery County }
}

I, Sandy Leithner, County Clerk in and for the county of Montgomery and keeper of the records and seal, do hereby

certify that the above is true and correct.


Signature of the county clerk

7 / 9 / 2024
Month Day Year

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line

Official use only:

Reason for submission

- change in personnel
- salary adjustment

Documentation received

- resolution
- minutes
- signed statement

Received by

Initials: _____

_____/_____/_____
Month Day Year

Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



21/250

June 13, 2024



Letter ID: L1599498792

Fiscal Year: 2025

Effective Date: 7/1/2024



01/01

MONTGOMERY COUNTY TREASURER
1 COURTHOUSE SQ RM 101
HILLSBORO IL 62049-1137

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2025 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary	4.7% COLA	Salary
\$152,912.83	\$7,186.90	\$160,099.73

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

State's Attorney Salary Reimbursement

	Total Reimbursement	Monthly Reimbursement
1. State's Attorney Salary:	\$138,268.73	\$11,522.39
2. ASA - Mental Health Institution:	\$0.00	\$0.00
3. ASA - Higher Education Facility:	\$0.00	\$0.00
Total	\$138,268.73	\$11,522.39

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$144,089.76. Your new monthly public defender's reimbursement amount will be \$8,004.19. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov



Illinois Department of Revenue
PTAX-451

21251

Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD IL 62794-9033

Email: Rev.PropertyTax@illinois.gov
Fax: 217 782-9932

Step 1: Complete the following information

- 1 County MONTGOMERY
- 2 Date of county board action 07 / 09 / 2024
Month Day Year
- 3 Annual salary \$ 144,089.76
- 4 Effective date of salary increase or decrease 07 / 01 / 2024
Month Day Year
- 5 Check which certified copy you are attaching
 - the resolution
 - minutes of the meeting at which the county board approved the change in the annual salary for the office of supervisor of assessments, public defender, or sheriff
 - a statement that is on county letterhead, is signed by the county board chair, and outlines the changes

Step 2: Complete the following information

- 6 Check who is receiving the change
 - supervisor of assessments
 - public defender (select full-time or part-time below)
 - full-time part-time
 - sheriff
- 7 Social Security number of the individual seeking salary reimbursement or with a change in salary

- 8 Name and address of the individual seeking salary reimbursement or with a change in salary
ERIN MATTSON
Name
P.
Address _____
Address _____
City _____ State _____ ZIP _____

Step 3: Sign below

I certify that the information on this form is true and correct to the best of my knowledge.

9 County Board Chair signature
Douglas C. Donaldson DOUGLAS C. DONALDSON 7 / 9 / 2024
Signature of the county board chair Printed name of the county board chair Month Day Year

10 County Clerk statement and signature
 State of Illinois }
Montgomery County }
 I, Sandy Leitheiser, County Clerk in and for the county of
Montgomery and keeper of the records and seal, do hereby

certify that the above is true and correct.
Sandy Leitheiser 7 / 9 / 2024
Signature of the county clerk Month Day Year

This form is authorized in accordance with 35 ILCS 200/1-1 et seq. Disclosure of this information is REQUIRED.

Do not write below this line

Official use only:

Reason for submission

- change in personnel
- salary adjustment

Documentation received

- resolution
- minutes
- signed statement

Received by

Initials: _____
 _____ / _____ / _____
Month Day Year

Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



21252

June 13, 2024



Letter ID: L1599498792

Fiscal Year: 2025

Effective Date: 7/1/2024



01/01

MONTGOMERY COUNTY TREASURER
1 COURTHOUSE SQ RM 101
HILLSBORO IL 62049-1137

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Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov

PRE-APPROVED VENDORS NEEDING PAYMENT PRIOR TO COUNTY BOARD

DATE (REV. July, 2024)

ALL UTILITIES

AEP ENERGY
AMEREN ILLINOIS
AMERICAN MESSAGING
AT&T MOBILITY
CITY OF HILLSBORO
CTI
CONSOLIDATED COMMUNICATIONS
DC WASTE & RECYCLING
DIRECT ENERGY BUSINESS
HOMEFIELD ENERGY
ILLINOIS CENTURY NETWORK
M & M SERVICE
MJM ELECTRIC
SANTANNA ENERGY SERVICES
SPARKLIGHT
TECHNOLOGY MANAGEMENT REVOLVING FUND- DEPT. OF INNOVATIVE TECHNOLOGY (DOIT)
TRAYLOR PEST CONTROL
VERIZON WIRELESS

21/253

CONTRACTUAL AND LEASE SERVICES

ADVANCED CORRECTIONAL HEALTHCARE
GREAT AMERICA FINANCIAL SERVICES
NATIONAL MAINTENANCE AND CLEANING, INC.

COURT ORDERED EXPENSES

ALL JUDGE SIGNED VOUCHERS
ATTORNEY FEES
INTERPRETERS & TRANSCRIPTS
ESCHEATS (435)

POSTAGE

CMRS-POC/NEOPOST/NEOFUNDS
IL DEPT. OF REVENUE - REVENUE STAMP REPLENISHMENT
MAIL FINANCE - LEASE ON POSTAGE METER & SCALES
UPS
U.S. POST OFFICE

OTHER

708 BOARD AUTHORIZED VENDORS
BEELMAN LOGISTICS, LLC
BOND COUNTY HEALTH DEPARTMENT
CAPITAL ONE CREDIT CARD FOR HIGHWAY DEPARTMENT
CASEY'S BUSINESS MASTERCARD
CIRCUIT CLERK FUNDS (308, 310, 360, 494)
CORONER FUND (329)
COUNTY BOARD COMMITTEE CHAIRMEN ANNUAL REIMBURSEMENT EXPENSE
COUNTY BOARD MEMORIAL FUND
COUNTY CLERK FUNDS (325, 327)
ELECTION & PROCESSING JUDGES
ELECTION POLLING PLACES RENT
FKG OIL
GLOBAL TECHNICAL SYSTEMS, INC. (GTSI) for Sheriff grant expenditures up to \$300,000
HILLSBORO ADVANCED VETERINARY CARE
HUELS OIL
INFRASTRUCTURE TECHNOLOGY SOLUTIONS
J.T.C. PETROLEUM
LITCHFIELD BITUMINOUS CORPORATION
LOUIS MARSCH
JOE MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND
MONTGOMERY COUNTY CIRCUIT CLERK
NEWMAN SIGNS

OTHER (continued)

21/254

NOKOMIS QUARRY
PROBATION FUNDS (495, 496, 497, 498)
PROBST VETERINARY CLINIC
PUBLIC DEFENDER FUND (335)
SCHINDLER ELEVATOR
SHERIFF FUNDS (286, 287, 288, 289)
STATE'S ATTORNEY FUNDS (280, 380)
TRANSFER AMONG COUNTY FUNDS
TREASURER FUND (330)
VETERANS ASSISTANCE COMMISSION (284)
WARNING LITES OF SOUTHERN ILLINOIS

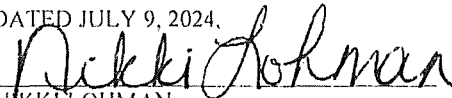
PAYROLL/SALARY/INSURANCE

CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS
CHARD SNYDER
DEDUCTION CHECKS
ILLINOIS COUNTIES RISK MANAGEMENT TRUST (ICRMT)
IDES (UNEMPLOYMENT TAX)
ILLINOIS PUBLIC RISK FUND
IL 501 (STATE PAYROLL TAX)
IMRF (RETIREMENT)
IRS-941 (FEDERAL PAYROLL TAX)
METROPOLITAN LIFE
REIMBURSE SALARIES
SOCIAL SECURITY
UNITED HEALTH CARE

DISCLAIMER

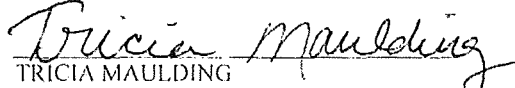
LIST MAY INCLUDE ANY UNFORESEEN EXPENSE FOR WHICH OFFICE HOLDER DETERMINES IS REQUIRED FOR DAILY COUNTY OPERATIONS AND RECEIVES VERBAL AND/OR WRITTEN APPROVAL FROM COUNTY BOARD COMMITTEE CHAIRPERSON.

DATED JULY 9, 2024.


NIKKI OHMAN
MONTGOMERY COUNTY TREASURER


TRISH ROEMELIN
ASSISTANT TREASURER


SANDY LEITHEISER
MONTGOMERY COUNTY CLERK/RECORDER


TRICIA MAULDING
ACCOUNTS PAYABLE DEPT. HEAD/CHIEF DEPUTY CLERK/RECORDER

21/255

**WORKFORCE DEVELOPMENT MONTH
MONTGOMERY COUNTY, ILLINOIS, BOARD PROCLAMATION
AUGUST 13TH, 2024**

WHEREAS, Investment in the education, training, and career advancement of Montgomery County's workforce is crucial to the ability of the county and state to compete in the global economy and to achieve economic equity; and

WHEREAS, Montgomery County employers need more workers with in-demand skills to meet the needs of their businesses and communities; and

WHEREAS, Welcoming all residents who need to work into the labor force in a meaningful way is critical to the strength of Montgomery County's employers and workers; and

WHEREAS, Workforce Services Division of Montgomery County and its partners in the workforce system help job seekers identify their interests and skills, and assist them in developing a strong job search strategy, leading to fulfilling employment; and

WHEREAS, Aligning the workforce development system with employer needs and preparing job seekers to enter family-sustaining employment are among the strategies to address employment and economic disparities based on race, disability, age, gender, veteran status, national origin, or justice-system involvement; and

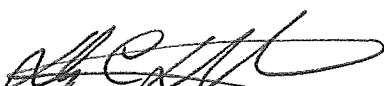
WHEREAS, The Workforce Development Board prioritizes collaboration among all members of the local workforce development system, including industry partners, workforce development entities, educational institutions, labor unions, and community-based organizations, which is critical to system alignment and preparing a workforce to meet the labor needs; and

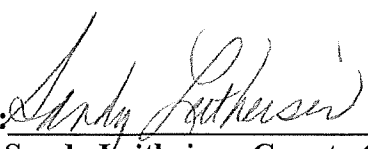
WHEREAS, Montgomery County's participation in the Workforce Development Board proactively engages customers, works to achieve equity, and focuses on flexibility to provide tailored resources to help meet the needs of all Montgomery County employers and residents seeking employment; Now, Therefore, Be It

PROCLAIMED, The Montgomery County Board declares the month of September 2024 as Workforce Development Month in Montgomery County.

PASSED by the Board of Montgomery County this 13th day of August, 2024.

AYES: 11 **NAYS:** 0 **PRESENT:** 11 **ABSTAIN/ABSENT:** 3

Signed: 
Doug Donaldson, Chairman

Attest: 
Sandy Leitheiser, County Clerk



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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-134-035

As described in certificate(s) : 2020-00187 sold October 2021

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

WHEREAS, Village of Coalton, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

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

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

ADOPTED this 13th day of August, 2024

ATTEST:

Sandy Latherson
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER 08-27-310-012

As described in certificates(s) : 2020-00192 sold October 2021

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

WHEREAS, Village of Coalton, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

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ADOPTED this 13th day of August, 2024

ATTEST:

Andy Peterson
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

21/258

ORDINANCE 2024- 18

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) HENCEFORTH U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery Funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 24,000.00 shall be made available for the purchase of Data Storage Monitoring for the IT Department.

This Ordinance shall be in effect upon passage.

YES: 11

NO: 0

ABSTAIN: 0

ABSENT: 3

Approved and Passed this 13th day of August, 2024.

[Signature] Doug Donaldson, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

21/259

ORDINANCE 2024- 19

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) HENCEFORTH U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery Funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 14558.98 shall be made available for the purchase of Generators for the Public Health Dept.

This Ordinance shall be in effect upon passage.

YES: 11

NO: 0

ABSTAIN: 0

ABSENT: 3

Approved and Passed this 13th day of August, 2024.

[Signature] Doug Donaldson, Montgomery County Board

[Signature] Nikki Lohman, Treasurer, Montgomery County

[Signature] Sandy Leitheiser, County Clerk, Montgomery County

22/260

ORDINANCE 2024- 20

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and:

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) HENCEFORTH U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery Funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 6523.00 shall be made available for the purchase of Panic Buttons for the Public Health Dept.

This Ordinance shall be in effect upon passage.

YES: 11

NO: 0

ABSTAIN: 0

ABSENT: 3

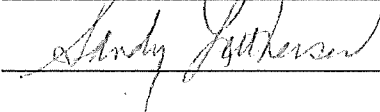
Approved and Passed this 13th day of August, 2024.



Doug Donaldson, Montgomery County Board



Nikki Lohman, Treasurer, Montgomery County



Sandy Leitheiser, County Clerk, Montgomery County

ORDINANCE 2024- 21

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) HENCEFORTH U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery Funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 30,000.00 shall be made available for the purchase of Roof Restoration for the EMA Dept.

This Ordinance shall be in effect upon passage.

YES: 14

NO: 0

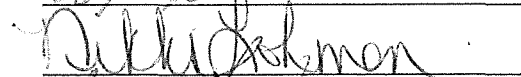
ABSTAIN: 0

ABSENT: 0

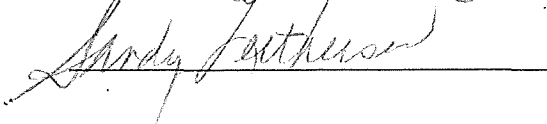
Approved and Passed this 10th day of Sept., 2024.



Doug Donaldson, Montgomery County Board



Nikki Lohman, Treasurer, Montgomery County



Sandy Leitheiser, County Clerk, Montgomery County



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

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

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-231-013

As described in certificate(s) : 2020-00309 sold October 2021

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

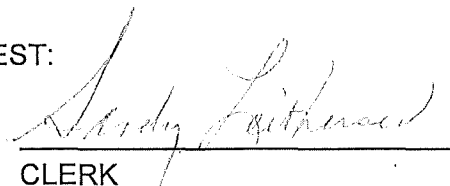
WHEREAS, City of Witt, has bid \$820.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$70.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$820.00.

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

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

ADOPTED this 10th day of September, 2021

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-03-408-014

As described in certificates(s) : 2020-00195 sold October 2021

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

WHEREAS, Country Bend Campground, LLC, has bid \$838.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$838.00.

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

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

ADOPTED this 10th day of September, 2024

ATTEST:

Sandy Peterson
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

21264



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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-22-483-001

As described in certificate(s) : 2011-00065 sold October 2012

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

WHEREAS, ALTIMOND SHAW, has bid \$925.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$387.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$925.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$387.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

Sandy Luthersin
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

21265



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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-178-024

As described in certificate(s) : 2020-00189 sold October 2021

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

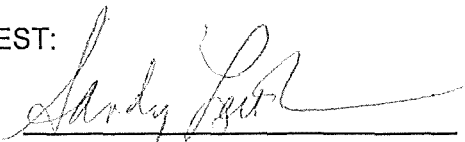
WHEREAS, DAVID ERIC CHRISTENSEN, has bid \$841.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$303.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$841.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$303.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-179-019

As described in certificate(s) : 2020-00190 sold October 2021

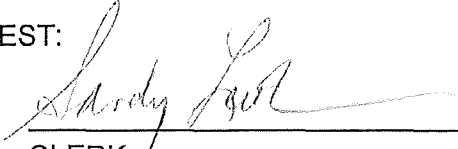
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, JASON LUPTON, ANGELA LUPTON, has bid \$5,687.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$4,199.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,687.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$4,199.25 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2021

ATTEST:

CLERK


COUNTY BOARD CHAIRMAN



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

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

HILLSBORO TOWNSHIP

PERMANENT PARCEL NUMBER: 16-02-477-008

As described in certificates(s) : 2020-00101 sold October 2021

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

WHEREAS, LAPORTE INVESTMENTS LLC, has bid \$1,221.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$683.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,221.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$683.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

Sandy Lutz
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

21268



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

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

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-35-378-001

As described in certificates(s) : 2020-00039 sold October 2021

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

WHEREAS, JEREMY ANDERSON, has bid \$5,780.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$4,269.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,780.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$4,269.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

Sandy Love
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

21269



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

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

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-18-100-302

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

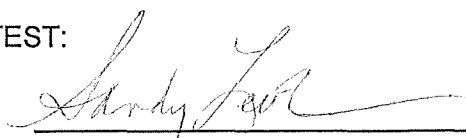
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, KEYROCK ENERGY, BEN COX, has bid \$1,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$462.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$462.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

CLERK


COUNTY BOARD CHAIRMAN



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

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

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 01-18-300-302

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

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

WHEREAS, KEYROCK ENERGY, BEN COX, has bid \$1,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$462.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$462.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

[Signature]
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



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

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

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 02-06-100-302

01/22/2024:hc

As described in certificate(s) : 2018-00025 sold October 2018

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

7/22/2024

WHEREAS, KEYROCK ENERGY, BEN COX, has bid \$1,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$462.00 as a return for its certificate(s) of purchase. The County shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,000.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution

April 9th 2024

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest in the above described real estate for the sum of \$462.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

Dated this 9th day of April 2024

ADOPTED this 10th day of September 2024

ATTEST:

Handwritten signature of Clerk

CLERK

Extension
COUNTY BOARD CHAIRMAN
COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES
ILLINOIS



WHEREAS, The County of Montgomery, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35 ILCS 200/2-2.10(a) and 200/2-2.10(b), and the cost of such work, which includes, but is not limited to, the cost of personnel needed to carry on the cooperative extension work, the cost of office space and facilities, secretarial help and transportation, and the cost of advertising, shall be paid by the County of Montgomery, Illinois, and the Board of Trustees of the University of Illinois Extension, through the University through the extension Unit council.

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

LOTS 1 & 2 BLK 77P C HUGGINS ADD

PERMANENT PARCEL NUMBER: 10-33-480-013

Annual payments of \$ 157,000 X
 to be paid by Grantor to University in _____ Monthly, Quarterly, _____

As described in certificate(s): 2019-00247 sold on October 26, 2020, the sum of \$ 157,000.00

For and during the period of twelve months beginning on _____ and ending on _____

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property, by a reconveyance, to the owner of a former interest in said property.

WHEREAS, John K II Orzel, For John K Orzel & Geneva L Orzel has paid \$4,136.00 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$2,738.32 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$104.00 for cancellation of Certificate(s) and Clerk Notice Fee, and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be and he is hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,738.32 to be paid to the Treasurer of Montgomery County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction entered into between the above parties not occurring within this period shall be null and void.

Between Montgomery County Board and The Board of Trustees of the University of Illinois Extension, acting through University of Illinois Extension, a public corporation, acting for brevity, termed "Grantor" and The Board of Trustees of the University of Illinois Extension, a public corporation, acting through University of Illinois Extension, Consumer and Environmental Sciences (hereinafter termed "Grantee"),

AGREEMENT

ATTEST:

Andy Leithner

 CLERK

COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES
 Extension
 COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS
[Signature]

RESOLUTION



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

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

LOT 1 BLK 8 MILLER & YOUNG 10-2-1775 S T00 R

PERMANENT PARCEL NUMBER: 08-23-204-008

As described in certificate(s): 2020-00184 sold on October 25, 2021

Commonly known as: 501 MILLER ST.

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Virgil Wright, has paid \$1,224.95 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$634.35 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$104.00 for cancellation of Certificate(s) and Clerk Notice Fee. Virgil Wright shall receive \$88.00 for overpayment. The remainder is the amount due the Agent under his contract for services.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$634.35 to be paid to the Treasurer of Montgomery County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

Sandy Leitherson
CLERK

[Signature]
COUNTY BOARD CHAIRMAN

RESOLUTION



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

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

LOT 2 EX W 30 FT N 135 FT TRATTS 3RD ADD GENE SUB DIV 8-5-1810 GS-2 S T00 R

PERMANENT PARCEL NUMBER: 15-04-410-017

As described in certificate(s): 2020-00280 sold on October 25, 2021

Commonly known as: SENECA ST.

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property, by a reconveyance, to the owner of a former interest in said property.

WHEREAS, Nicole S Thompson, has paid \$1,445.85 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$733.38 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$104.00 for cancellation of Certificate(s) and Clerk Notice Fee, and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$733.38 to be paid to the Treasurer of Montgomery County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

NOKOMIS TOWNSHIP

PERMANENT PARCEL NUMBER: 08-27-316-014

As described in certificates(s) : 2020-00193 sold October 2021

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

WHEREAS, Steven C. Lee, Kay L. Lee, has bid \$2,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,434.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,434.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-32-435-006

As described in certificate(s) : 2020-00200 sold October 2021

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

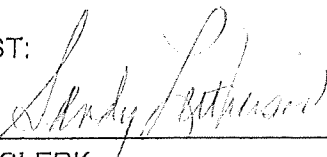
WHEREAS, Eli P. Isaacs, has bid \$1,526.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$988.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,526.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$988.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-32-435-007

As described in certificates(s) : 2020-00201 sold October 2021

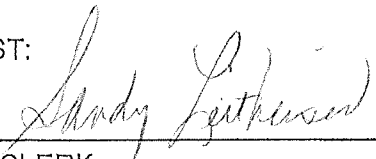
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Eli P. Isaacs, has bid \$2,007.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,439.25 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$2,007.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,439.25 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

CLERK


COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-176-004

As described in certificates(s) : 2020-00208 sold October 2021

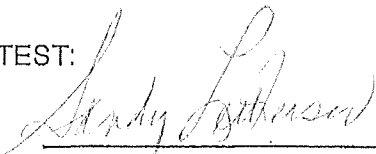
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Malissa J. Talbert, Rebecca A. Tarter, has bid \$1,085.57 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$547.57 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,085.57.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$547.57 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

CLERK


COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-476-022

As described in certificate(s) : 2020-00230 sold October 2021

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

WHEREAS, Dennis Cox, has bid \$3,000.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$2,184.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$3,000.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$2,184.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

NORTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 10-33-480-007

As described in certificate(s) : 2020-00232 sold October 2021

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

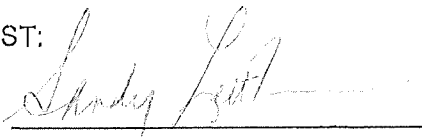
WHEREAS, David L. Hollo, Ann M. Hollo, has bid \$852.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$314.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$852.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$314.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



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

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

WITT TOWNSHIP

PERMANENT PARCEL NUMBER: 13-06-378-010

As described in certificate(s) : 2020-00314 sold October 2021

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

WHEREAS, Shawn P. Isaacs, has bid \$1,806.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$1,268.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,806.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$1,268.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2021

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN



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

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

SOUTH LITCHFIELD TOWNSHIP

PERMANENT PARCEL NUMBER: 15-04-427-002

As described in certificates(s) : 2020-00281 sold October 2021

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

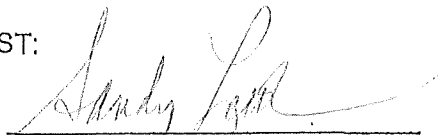
WHEREAS, Shawn P. Isaacs, has bid \$1,002.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$464.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,002.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$464.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN



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

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

HILLSBORO TOWNSHIP

PERMANENT PARCEL NUMBER: 16-01-380-007

As described in certificates(s) : 2020-00088 sold October 2021

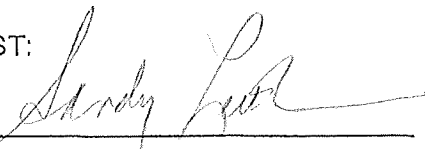
and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, David E. Davidson, Delise A. Davidson, has bid \$841.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$303.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$841.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$303.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:

CLERK


COUNTY BOARD CHAIRMAN



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

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

EAST FORK TOWNSHIP

PERMANENT PARCEL NUMBER: 17-07-136-002

As described in certificates(s) : 2020-00027 sold October 2021

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

WHEREAS, Thomas A. Justison, Thomas F. Justison, has bid \$1,075.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$537.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$1,075.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$537.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2021

ATTEST:

Sandy Lethers
CLERK

[Signature]
COUNTY BOARD CHAIRMAN



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

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

GRISHAM TOWNSHIP

PERMANENT PARCEL NUMBER: 20-22-356-023

As described in certificates(s) : 2020-00073 sold October 2021

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

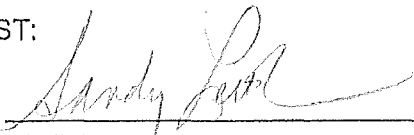
WHEREAS, Renfro Properties LLC, Logan Renfro, has bid \$5,600.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$4,134.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$88.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$5,600.00.

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

BE IT RESOLVED BY THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS, that the Chairman of the Board of Montgomery County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$4,134.00 to be paid to the Treasurer of Montgomery County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 10th day of September, 2024

ATTEST:


CLERK


COUNTY BOARD CHAIRMAN

**REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
COUNTY:								
1	CORPORATE GENERAL	0.2025%	630,273,978	\$904,415	581,814,637	\$1,154,146	(\$249,731)	-21.6377%
2	HEALTH	0.1500%	630,273,978	\$819,356	581,814,637	\$740,941	\$78,415	10.5832%
3	I.M.R.F.	NO LIMIT	630,273,978	\$618,100	581,814,637	\$525,030	\$93,070	17.7267%
4	SOCIAL SECURITY	NO LIMIT	630,273,978	\$625,200	581,814,637	\$575,007	\$50,193	8.7290%
5	LIABILITY INSURANCE	NO LIMIT	630,273,978	\$550,000	581,814,637	\$555,168	\$4,832	0.8705%
6	COUNTY HIGHWAY	0.1000%	630,273,978	\$630,274	581,814,637	\$569,946	\$60,328	10.5849%
7	FEDERAL AID MATCHING	0.0500%	630,273,978	\$315,137	581,814,637	\$285,031	\$30,106	10.5624%
8	AID TO BRIDGES	0.0500%	630,273,978	\$315,137	581,814,637	\$285,031	\$30,106	10.5624%
9	UNEMPLOYMENT INSURANCE	NO LIMIT	630,273,978	\$54,000	581,814,637	\$48,814	\$5,186	10.6234%
10	WORKMENS COMPENSATION	NO LIMIT	630,273,978	\$65,000	581,814,637	\$62,545	\$2,455	3.9251%
11	TOTAL COUNTY		630,273,978	\$4,906,619	581,814,637	\$4,801,658	\$104,961	2.1859%
12	TOTAL COUNTY			\$4,906,619		\$4,801,658	\$104,961	2.1859%
13	MINUS COUNTY ELECTION COST			\$295,779		\$410,377	(\$114,598)	
14	TOTAL COUNTY MINUS ESTIMATED ELECTION COST			\$4,610,840		\$4,391,281	\$219,559	4.9999%***
15	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

21286

SUMMARY	
FY25 Estimated Request (Column E, Item #10)	\$4,610,840
FY24 Actual Extension (Column G, Item #10)	\$4,391,281
Difference	\$219,559
.05 of FY23 Actual Extension (Column G, Item #10)	\$219,564
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$5)

**HILLSBORO SPECIAL SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
	AMBULANCE SERVICE:							
1	HILLSBORO	0.1500%	214,348,952	\$300,000	172,477,609	\$113,417	\$186,583	164.5104%
2	TOTAL AMBULANCE		214,348,952	\$300,000	172,477,609	\$113,417	\$186,583	164.5104%
3	TOTAL AMBULANCE			\$300,000		\$113,417	\$186,583	164.5104%
4	TOTAL HILLSBORO AMBULANCE			\$300,000		\$113,417	\$ 186,583	164.5104% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$300,000
FY23 Actual Extension (Column G, Item #3)	\$113,417
Difference	\$186,583
.05 of FY23 Actual Extension (Column G, Item #3)	\$5,671
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$180,912

21287

**FARMERSVILLE SPECIAL SERVICE AREA REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
AMBULANCE SERVICE:								
1	FARMERSVILLE/WAGGONER	0.3000%	57,123,015	\$114,200	52,735,427	\$82,605	\$31,595	38.2487%
2	TOTAL AMBULANCE		57,123,015	\$114,200	52,735,427	\$82,605	\$31,595	38.2487%
3	TOTAL AMBULANCE			\$114,200		\$82,605	\$31,595	38.2487%
4	TOTAL FARMERSVILLE AMBULANCE			\$114,200		\$82,605	\$31,595	38.2487% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
171,369	114,200	57,169
171,369	114,200	57,169

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$114,200
FY23 Actual Extension (Column G, Item #3)	\$82,605
Difference	\$31,595
.05 of FY23 Actual Extension (Column G, Item #3)	\$4,130
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$27,465

21288

**NOKOMIS/WITT SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D) <u>FY25 BUDGET</u>		(E) <u>FY24 BUDGET</u>		(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	\$ FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	% FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION		
AMBULANCE SERVICE:										
1	NOKOMIS/WITT	0.4500%	93,881,772	\$500,000	86,090,575	\$319,172	\$180,828	56.6552%		
2	TOTAL AMBULANCE		<u>93,881,772</u>	<u>\$500,000</u>	<u>86,090,575</u>	<u>\$319,172</u>	<u>\$180,828</u>	56.6552%	<u>180,828</u>	
3	TOTAL AMBULANCE			<u>\$500,000</u>		<u>\$319,172</u>	<u>\$180,828</u>	56.6552%	<u>180,828</u>	
4	TOTAL NOKOMIS/WITT AMBULANCE			<u>\$500,000</u>		<u>\$319,172</u>	<u>\$180,828</u>	56.6552% ***	<u>180,828</u>	
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.									

Ambulance Compare		
Amb. Max.	Est. Ext.	Diff.
422,468	500,000	(77,532)
422,468	500,000	(77,532)

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$500,000
FY23 Actual Extension (Column G, Item #3)	<u>\$319,172</u>
Difference	\$180,828
.05 of FY23 Actual Extension (Column G, Item #3)	<u>\$15,959</u>
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	<u>\$164,869</u>

21289

RAYMOND SPECIAL SERVICE REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION

(A)	(B)	(C)	(D) FY25 BUDGET		(E) FY24 BUDGET		(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	2024 TAX YEAR ESTIMATED		2023 TAX YEAR ACTUAL		FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	\$	%
			TAXABLE VALUE	ESTIMATED EXTENSION	TAXABLE VALUE	ACTUAL EXTENSION				
AMBULANCE SERVICE:										
1	RAYMOND/HARVEL	0.3000%	67,998,396	\$88,738	63,514,287	\$84,512	\$4,225	4.9997%		
2	TOTAL AMBULANCE		67,998,396	\$88,738	63,514,287	\$84,512	\$4,225	4.9997%	4,225	
3	TOTAL AMBULANCE			\$88,738		\$84,512	\$4,225	4.9997%	4,225	
4	TOTAL RAYMOND AMBULANCE			\$88,738		\$84,512	\$4,225	4.9997% ***	4,225	
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.									

Ambulance Compare		
Amb. Max.	Est. Exl.	Dlfr.
203,995	88,738	115,258
203,995	88,738	115,258

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$88,738
FY23 Actual Extension (Column G, Item #3)	\$84,512
Difference	\$4,225
.05 of FY23 Actual Extension (Column G, Item #3)	\$4,225
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	(\$0)

21290

**VETERANS ASSISTANCE COMMISSION REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D) (E)		(F) (G)		(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
COUNTY:								
1	VETERANS ASSISTANCE COMMISSION	0.0200%	630,273,978	\$113,086	581,814,637	\$55,040	\$58,046	105.4628%
2	TOTAL		630,273,978	\$113,086	581,814,637	\$55,040	\$58,046	105.4628% 58,046
3	TOTAL			\$113,086		\$55,040	\$58,046	105.4628% 58,046
4	TOTAL VAC			\$113,086		\$55,040	\$58,046	105.4628% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

VAC Comparable		
VAC Max.	Est. Ext.	Diff.
126,055	113,086	12,969
126,055	113,086	12,969

SUMMARY	
FY24 Estimated Request (Column E, Item #4)	\$113,086
FY23 Actual Extension (Column G, Item #4)	\$55,040
Difference	\$58,046
.05 of FY23 Actual Extension (Column G, Item #4)	\$2,752
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$55,294

21291

COMMUNITY MENTAL HEALTH REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
COUNTY:								
1	COMMUNITY MENTAL HEALTH FUND	0.1500%	630,273,978	\$945,411	581,814,837	\$675,217	\$270,194	40.0158%
2	TOTAL		630,273,978	\$945,411	581,814,837	\$675,217	\$270,194	40.0158%
3	TOTAL			\$945,411		\$675,217	\$270,194	40.0158%
4	TOTAL COMMUNITY MENTAL HEALTH			\$945,411		\$675,217	\$270,194	40.0158% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

708 Comparable		
708 Max.	Est. Ext.	Diff.
945,411	945,411	-0.033
945,411	945,411	-0.033

SUMMARY	
FY24 Estimated Request (Column E, Item #3)	\$945,411
FY23 Actual Extension (Column G, Item #3)	\$675,217
Difference	\$270,194
.05 of FY23 Actual Extension (Column G, Item #3)	\$33,761
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	\$236,433

21292

**SENIOR SOCIAL SERVICES REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
	COUNTY:							
1	COUNTY.SENIOR SOCIAL SERVICES	0.0250%	630,273,978	\$119,762	581,814,637	\$114,501	\$5,260	4.5942%
2	TOTAL		630,273,978	\$119,762	581,814,637	\$114,501	\$5,260	4.5942%
3	TOTAL			\$119,762		\$114,501	\$6,260	4.5942%
4	TOTAL SENOR CITIZENS			\$119,762		\$114,501	\$5,260	4.5942% ***
5	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

5,260
5,260

Senior Citizen Comparable		
Senior Max.	Est. Ext.	Diff.
157,568	119,762	37,807
157,568	119,762	37,807

SUMMARY	
FY25 Estimated Request (Column E, Item #3)	\$119,762
FY24 Actual Extension (Column G, Item #3)	\$114,501
Difference	\$5,260
.05 of FY24 Actual Extension (Column G, Item #3)	\$5,725
FY25 Estimated Extension More (Less) 105% FY24 Actual Extension	(\$465)

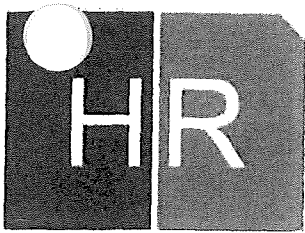
21293

**EXTENSION REAL ESTATE TAX LEVY/EXTENSION SUMMARY
COMPARISON
FY25 BUDGET REQUEST TO FY24 ACTUAL EXTENSION**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
ITEM #	FUND DESCRIPTION	MAXIMUM ALLOWABLE EXTENSION RATE	FY25 BUDGET		FY24 BUDGET		\$	%
			2024 TAX YEAR ESTIMATED TAXABLE VALUE	ESTIMATED EXTENSION	2023 TAX YEAR ACTUAL TAXABLE VALUE	ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION	FY25 ESTIMATE MORE (LESS) FY24 ACTUAL EXTENSION
1	EXTENSION SERVICE	0.0500%	630,273,978	\$157,000	581,814,637	\$157,032	(\$32)	-0.0202%
2	TOTAL EXTENSION SERVICES			<u>\$157,000</u>		<u>\$157,032</u>	<u>(\$32)</u>	<u>-0.0202% ***</u>
3	*** IF THIS % IS IN EXCESS OF 5%, A PUBLIC HEARING MUST BE HELD.							

SUMMARY	
FY24 Estimated Request (Column E, Item #2)	\$157,000
FY23 Actual Extension (Column G, Item #2)	<u>\$157,032</u>
Difference	(\$32)
.05 of FY23 Actual Extension (Column G, Item #2)	<u>\$7,852</u>
FY24 Estimated Extension More (Less) 105% FY23 Actual Extension	<u>(\$7,883)</u>

21294



21295

August 21, 2024

Hurst-Rosche, Inc.
James W. Roth, PE, PLS
President

Mrs. Chris Daniels
County Board Administrator
Montgomery County
#1 Courthouse Square,
2nd Floor - Room 202
Hillsboro, IL 62049

RE: Montgomery County Solar Review
Oil Sun LLC – PINs 06-26-300-005 and 06-26-300-008
22c Development, LLC
Hillsboro, Montgomery County, Illinois

Dear Mrs. Daniels:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Oil Sun LLC – “06-26-300-005 and 06-26-300-008” for Montgomery County in accordance with the adopted Ordinance. Our scope of work would include the following:

1. Evaluate the individual Application in accordance with the Ordinance for the Siting and Building Permit sections.
2. Report our findings with a Summary Letter and an associated Checklist Table.
3. Attend a County Board meeting to present our findings.
4. Complete additional reviews of additional submittals as needed.
5. Perform Construction Inspections at the Direction of the County to verify adherence to the Permit.

We propose to complete the above professional scope of services for a Not-To-Exceed fee of \$3,500 that will be reimbursed by the petitioner.

If you are in agreement with this proposal and the attached terms and conditions, please sign and date at the bottom and return one copy as our notice to proceed.

If you have any questions or require additional information, please contact our office.

Sincerely,


HURST-ROSCHE, INC.

Jeremy Connor, P.E.
Vice-President

JJC:
Enclosure

Jeremy Connor, PE
Vice-President
1400 East Tremont Street
Hillsboro, IL 62049
217.532.3959

ACCEPTED BY:


Signature

9-10-24
Date

www.hurst-rosche.com

ORDINANCE 2024- 22

WHEREAS, The American Rescue Plan Act provides for State and Local Fiscal Recovery Funds, a definition which includes Montgomery County, Illinois, and

WHEREAS, The United States Treasury Department was tasked with administration of the American Rescue Plan Act and in July 2021 issued instructions, criteria, and limitations for the use of funds provided by the American Rescue Plan Act compiled titled U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) henceforth U.S. TREASURY FINAL RULE

WHEREAS, in January 2022, the U.S. TREASURY issued U.S. TREASURY FINAL RULE AND GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (31 CFR Part 35 RIN 1505-AC77) HENCEFORTH U.S. TREASURY FINAL RULE

WHEREAS, Montgomery County elected the Standard Allowance method of calculating Lost Revenue as allowed by the U.S. TREASURY FINAL RULE, thus enabling Montgomery County to use available ARPA STATE AND LOCAL FISCAL RECOVERY FUNDS for "Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services." and in accordance with cited restrictions defined in the U.S. TREASURY FINAL RULE.

NOW THEREFORE, the Montgomery County Treasurer shall make American Rescue Plan Act, State and Local Fiscal Recovery Funds available and shall properly record such distribution as follows:

1. An amount not to exceed \$ 670,000.00 shall be made available for the purchase of Shed for the Highway Dept.

This Ordinance shall be in effect upon passage.

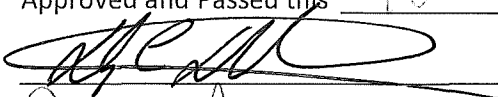
YES: 13

NO: 0

ABSTAIN: 0

ABSENT: 1

Approved and Passed this 10th day of Sept, 2024.



Doug Donaldson, Montgomery County Board



Nikki Lohman, Treasurer, Montgomery County



Sandy Leitheiser, County Clerk, Montgomery County

Rick Robbins

Montgomery County Sheriff
140 North Main St.
Hillsboro, IL 62049

21297

Fax (217) 532-6318

Jail: (217) 532-9514

Dispatch: (217) 532-9511

Office Manager: (217) 532-9512

August 27, 2024

Dear Montgomery County Board Chairman Doug Donaldson,

I am retiring on 1 November 2024 from my elected position, Sheriff of Montgomery County, Illinois. Due to my mid-term retirement there will not have to be a special election. The MCRCC has the option to recommend a Republican certified Illinois law enforcement certified sworn officer to the position, Sheriff of Montgomery County. With the recommendation you may determine how to select the next Sheriff to be appointed on 1 November 2024.

It is my endorsement that Montgomery County Undersheriff Tyson Holshouser be appointed to Sheriff of Montgomery County.

[Signature]
Semper Fi,

Rick Robbins

FILED
SEP 11 2024
Sandy Keithman COUNTY CLERK

Doug Donaldson, Chairman
Montgomery County Board

21298

#1 Courthouse Square, Room 202
Hillsboro, Illinois 62049
Phone # (217) 532-9577

September 9th, 2024

The Honorable Chase Wilhelm
Montgomery County Democrat Chairman
21207 Horse Ave.
Coffeen, IL 62017

Dear Chairman Wilhelm,

In compliance with Illinois State Statute, please accept this letter as notice that I received a letter dated August 27, 2024 from Sheriff Rick Robbins that he is retiring and resigning his office effective November 1st, 2024.

Sheriff Robbins has indicated in his letter that he recommends Undersheriff Tyson Holshouser as his replacement. I anticipate that the Montgomery County Republican Central Committee will discuss and confirm Undersheriff Holshouser for the vacancy to be appointed at the full board meeting on Tuesday, October 8th, at 5:30 pm.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,



Doug Donaldson, Chairman
Montgomery County Board

FILED
SEP 11 2024

Sandy Leithuser COUNTY CLERK

Doug Donaldson, Chairman
Montgomery County Board

21299

#1 Courthouse Square, Room 202
Hillsboro, Illinois 62049
Phone # (217) 532-9577

September 9th, 2024

The Honorable Mark Hughes
Montgomery County Republican Chairman
1380 Interurban Circle
Hillsboro, IL 62049

Dear Chairman Hughes:

In compliance with Illinois State Statute, please accept this letter as notice that I received a letter dated August 27, 2024 from Sheriff Rick Robbins that he is retiring and resigning his office effective November 1st, 2024.

Sheriff Robbins has indicated in his letter that he recommends Undersheriff Tyson Holshouser as his replacement. I anticipate that the Montgomery County Republican Central Committee will discuss and confirm Undersheriff Holshouser for the vacancy to be appointed at the full board meeting on Tuesday, October 8th, at 5:30 pm.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,



Doug Donaldson, Chairman
Montgomery County Board

FILED
SEP 11 2024
Sandy Leithuser COUNTY CLERK

