



### Cellular Device Policy

The purpose of this cell phone policy is to provide guidelines for the appropriate use of County-issued cell phones in the workplace. This policy aims to ensure that cell phone use does not interfere with work responsibilities, compromise security, or infringe upon the rights of others. All devices and associated phone numbers are property of the County.

#### Appropriate Use of County Devices

Montgomery County employees have no expectation of privacy while using County owned devices. All information stored on or transmitted through County owned device may be accessed by the County at any time without prior notification. County owned devices should be used only for County business and in the scope of duty.

Device users shall not purchase, download or install any application to a County owned device. Non-business-related applications will not be supported and are subject to removal at any time.

Montgomery County policy prohibits using the County's resources, including mobile devices, to create, access, store or transmit pornographic, hostile, discriminatory, offensive or other inappropriate material and the use of unauthorized, unlicensed or unapproved software, data and other third-party proprietary materials.

All County owned devices are to be used by the assigned device user only. Device users are prohibited from loaning their device to anyone.

All employees using a County owned device must do so in a safe and responsible manner, in accordance with local, state, and federal laws.

**Loss, Theft, and Damage**

Employees must report the loss, theft, or damage of a County issued cell phone to their supervisor and the IT department immediately.

The County may hold employees financially responsible for the loss, theft, or damage of a County-issued cell phone due to negligence.

Device users are responsible for protecting any County device assigned to them and must take reasonable precautions to prevent loss, theft or damage.

Supervisor approval is required to replace a lost, damaged or stolen device.

**Upgrades**

No requests for upgrades will be accepted. Upgrade eligibility will be reviewed internally, and you will be notified when you are eligible for an upgrade. When upgrading the device, before you receive the new device, the current device must be remitted to the County in appropriate working conditions.

**Departing Employees**

Upon separation from employment with Montgomery County, all County owned devices must be turned into your supervisor. Failure to turn in a County owned device may be charges for the replacement cost.

**Passed**

by the Board of Montgomery County this 14th day of October 2025.

AYES: 13    NAYS: 0    PRESENT: 13    ABSTAIN/ABSENT: 1

Signed: ~~Doug Donaldson~~    Attest: Sandy Leitheiser  
~~Doug Donaldson, Chairman~~    Sandy Leitheiser, County Clerk  
Patty Whitworth, Chairwoman

23/003

RESOLUTION 25-14

**A RESOLUTION TO ADOPT A FIVE YEAR SOLID WASTE  
RECYCLING ACT PLAN UPDATE**

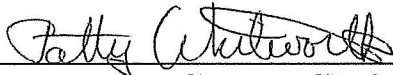
**WHEREAS** Montgomery County adopted a Solid Waste Management Plan in 1994 as required by Illinois State Law in the Illinois Compiled Statutes, Chapter 415, Sections 15/1 et. seq., commonly known as the “Solid Waste Planning and Recycling Act”; and

**WHEREAS** that the Solid Waste Planning and Recycling Act requires that Montgomery County adopt a Five Year Municipal Waste Management Plan Update in the Illinois Compiled Statutes, Chapter 415, Section 15/5 (e); and

**WHEREAS** that the Montgomery County Solid Waste Department has prepared a Five Year Municipal Waste Management Plan Update which has been reviewed by the Illinois Environmental Protection Agency and found to be in compliance with the Solid Waste Planning and Recycling Act;

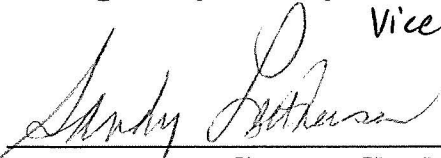
**THEREFORE, BE IT RESOLVED** that Montgomery County, in order to be in compliance with Illinois State Law and to encourage the conservation of our natural resources, hereby adopts the attached Five Year Municipal Waste Management Plan Update to the original Solid Waste Management Plan.

**PASSED** this 14<sup>th</sup> day of October, 2025.



~~Montgomery County Chairman Doug Donaldson~~

Vice Chairwoman Patty Whitworth



Montgomery County Clerk/Recorder Sandy Leitheiser



23/004

**ANDREW AFFRONTI**  
**MONTGOMERY COUNTY**  
**STATE'S ATTORNEY**

Brian Shaw  
First Assistant State's Attorney

Brian Bach  
Assistant State's Attorney

Montgomery County Courthouse  
120 N Main, Room 212  
Hillsboro, IL 62049  
(217) 532-9551  
saoffice@montgomerycountyil.gov

October 13, 2025

Chairman Doug Donaldson  
Montgomery County Board  
Historic Courthouse  
Hillsboro, Illinois 62049

**FILED**  
OCT 14 2025  
*Sandy Leithner* COUNTY CLERK

Re: Notice of Resignation as Montgomery County State's Attorney

Dear Chairman Donaldson:

I, Andrew Affrunti, hereby tender my resignation as Montgomery County State's Attorney to you as County Board Chairman on behalf of the Montgomery County Board. This resignation is to become effective as of 3:59 p.m. on October 17, 2025.

I tender my resignation with mixed emotions. It has been my privilege and honor to serve as a public servant for the citizens of Montgomery County as Montgomery County State's Attorney for the past 5 years. It again has been an honor and pleasure to work with the County Board over the years.

Should you have any questions or concerns with regard to this resignation or the process to fill the vacancy, please feel free to contact me.

Very truly yours,

  
Andrew Affrunti

Montgomery County State's Attorney

23p05

**Doug Donaldson, Chairman**  
**Montgomery County Board**

#1 Courthouse Square, Room 202  
Hillsboro, Illinois 62049  
Phone # (217) 532-9577

October 14, 2025

The Honorable Mark Hughes  
Montgomery County Republican Chairman  
1380 Interurban Circle  
Hillsboro, IL 62049

Dear Chairman Hughes:

The Montgomery County Board accepted the resignation of Andrew Affrunti as State's Attorney at their Tuesday, Oct. 14, 2025 meeting.

I am notifying you according to Illinois statute, 10 ILCS 5/25-11.

That statute allows the County Board Chairman 60 days to appoint a replacement, and I anticipate the Chairman doing so at the Wednesday, Nov. 12, 2025 meeting of the Montgomery County Board with the advice and consent of the Montgomery County Republican Central Committee.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,



Dr. Patty Whitworth, Vice Chairman  
Montgomery County Board

23006

**Doug Donaldson, Chairman**  
**Montgomery County Board**

#1 Courthouse Square, Room 202  
Hillsboro, Illinois 62049  
Phone # (217) 532-9577

October 14, 2025

The Honorable Chuck Napier  
Montgomery County Democrat Chairman  
5345 Illinois Route 16  
Litchfield, IL 62056

Dear Chairman Napier:

The Montgomery County Board accepted the resignation of Andrew Affrunti as State's Attorney at their Tuesday, Oct. 14, 2025 meeting.

I am notifying you according to Illinois statute, 10 ILCS 5/25-11.

That statute allows the County Board Chairman 60 days to appoint a replacement, and I anticipate the Chairman doing so at the Wednesday, Nov. 12, 2025 meeting of the Montgomery County Board with the advice and consent of the Montgomery County Republican Central Committee.

Please do not hesitate to contact me if I can provide any further information.

Sincerely,



Dr. Patty Whitworth, Vice Chairman  
Montgomery County Board

**Montgomery County Current**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Carrier	<b>BCBSIL</b>	<b>BCBSIL</b>	<b>BCBSIL</b>	<b>BCBSIL</b>
Plan Name	MIBCS2084	MIBCS2174	MIBPP2080	MIBPP2170
Plan Type	PPO	PPO	PPO	PPO
Funding Type	Fully-Insured	Fully-Insured	Fully-Insured	Fully-Insured
Network	Blue Choice Select	Blue Choice Select	BluePrint	BluePrint
<b>In Network</b>				
Deductible Single	\$1,500	\$5,000	\$1,500	\$5,000
Deductible Family	\$4,500	\$12,000	\$4,500	\$12,000
Coinsurance	20%	20%	20%	20%
OOP Max Single	\$4,500	\$5,600	\$4,500	\$5,600
OOP Max Family	\$12,000	\$12,000	\$12,000	\$12,000
Inpatient Facility	D&C	D&C	D&C	D&C
Outpatient Surgery	\$30 + D&C	\$40 + D&C	\$30 + D&C	\$40 + D&C
<b>Copays</b>				
Office Copay	\$30	\$40	\$30	\$40
Specialist	\$50	\$60	\$50	\$60
Urgent Care	D&C	D&C	D&C	D&C
ER	\$200	\$200	\$150	\$250
<b>Other Services</b>				
Diagnostic Lab / X-Ray	PCP: \$30 ; SPC: \$50	PCP: \$40 ; SPC: \$60	PCP: \$30 ; SPC: \$50	PCP: \$40 ; SPC: \$60
MRI & CT Scan	D&C	D&C	D&C	D&C
<b>RX</b>				
Rx Tiers	\$0 / \$35 / \$75	\$0 / \$35 / \$75	\$0 / \$35 / \$75	\$0 / \$50 / \$100
Specialty Rx	\$150	\$150	\$150	\$150
<b>Enrollment</b>				
Employee Only	8	9	41	17
Employee Spouse	1	0	5	0
Employee Child(ren)	3	1	4	0
Family	1	2	5	4
<b>Monthly Premiums</b>				
Employee Only	\$881.34	\$824.23	\$957.96	\$885.75
Employee Spouse	\$1,824.58	\$1,706.38	\$1,983.22	\$1,833.72
Employee Child(ren)	\$1,738.23	\$1,625.62	\$1,889.37	\$1,746.94
Family	\$2,681.48	\$2,507.77	\$2,914.63	\$2,694.91
<b>Monthly Premium Per Plan</b>	<b>\$16,771.47</b>	<b>\$14,059.23</b>	<b>\$71,323.09</b>	<b>\$25,337.39</b>
<b>Change From Current</b>	---	---	---	---
<b>Annual Premium Per Option</b>				<b>\$1,535,894.16</b>
<b>Change From Current</b>				---
<b>Annual Premium w Bundle Discount**</b>				
<b>Change From Current</b>				

23007

\* Quoted rates are subject to change based on final headcount enrolled. If census changes, rates may shift slightly.

\*\* Assuming 2% bundling discount

These summaries are for illustration purposes only. Rates and benefits provided by the carrier will prevail.



**Montgomery County Option 1**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Carrier	BCBSIL	BCBSIL	BCBSIL	BCBSIL
Plan Name	MIBCS2075	MIBCS2175	MIBPP2075	PPO MIBPP2175
Plan Type	PPO	PPO	PPO	PPO
Funding Type	Fully-Insured	Fully-Insured	Fully-Insured	Fully-Insured
Network	BCS	BCS	PPO	PPO
<b>In Network</b>				
Deductible Single	\$1,500	\$5,000	\$1,500	\$5,000
Deductible Family	\$4,500	\$12,000	\$4,500	\$12,000
Coinsurance	20%	20%	20%	20%
OOP Max Single	\$1,000	\$6,100	\$1,000	\$6,100
OOP Max Family	\$12,000	\$12,200	\$12,000	\$12,200
Inpatient Facility	D&C	D&C	D&C	D&C
Outpatient Surgery	D&C	D&C	D&C	D&C
<b>Copays</b>				
Office Copay	\$35	\$45	\$35	\$45
Specialist	\$35	\$45	\$60	\$70
Urgent Care	D&C	D&C	D&C	D&C
ER	\$200	\$200	\$150	\$250
<b>Other Services</b>				
Diagnostic Lab / X-Ray	PCP: \$35 ; SCP: \$35	PCP: \$45 ; SCP: \$45	PCP: \$35 ; SCP: \$60	PCP: \$45 ; SCP: \$70
MRI & CT Scan	D&C	D&C	D&C	D&C
<b>RX</b>				
Rx Tiers	P: \$5/\$15/\$45/\$85	P: \$5/\$15/\$45/\$85	P: \$5/\$15/\$60/\$110	P: \$5/\$15/\$60/\$110
Specialty Rx	\$250/\$350	\$250/\$350	\$250/\$350	\$250/\$350
<b>Enrollment</b>				
Employee Only	8	9	41	17
Employee Spouse	1	0	5	0
Employee Child(ren)	3	1	4	0
Family	1	2	5	4
<b>Monthly Premiums</b>				
Employee Only	\$975.34	\$889.89	\$1,056.18	\$958.43
Employee Spouse	\$1,997.78	\$1,822.73	\$2,163.34	\$1,963.12
Employee Child(ren)	\$1,956.98	\$1,785.51	\$2,119.16	\$1,923.03
Family	\$2,979.42	\$2,718.35	\$3,226.33	\$2,927.73
<b>Monthly Premium Per Plan</b>	<b>\$18,650.86</b>	<b>\$15,231.22</b>	<b>\$78,728.37</b>	<b>\$28,004.23</b>
<b>Change From Current</b>	<b>\$1,879.39 (11.21%)</b>	<b>\$1,171.99 (8.34%)</b>	<b>\$7,405.28 (10.38%)</b>	<b>\$2,166.84 (8.39%)</b>
<b>Annual Premium Per Option</b>	<b>\$1,687,376.16</b>			
<b>Change From Current</b>	<b>\$151,482.00 (9.86%)</b>			
<b>Annual Premium w Bundle Discount**</b>	<b>\$1,653,628.64</b>			
<b>Change From Current</b>	<b>\$117,734.48 (7.67%)</b>			

23008

\* Quoted rates are subject to change based on market conditions.

\*\* Assuming 2% bundling discount

These summaries are for information purposes only. Rates and benefits provided by third parties will prevail.



23/009

# MONTGOMERY COUNTY ANIMAL CONTROL

## POLICY & PROCEDURE MANUAL


**APPROVED**

by the Board of Montgomery County this 14th day of October 2025.

AYES: 13    NAYS: 0    PRESENT: 13    ABSTAIN/ABSENT: 1

Signed:   
Doug Donaldson, Chairman

*Patty Whitworth,  
Vice Chairwoman*

Attest:   
Sandy Leitheiser, County Clerk

23010

## **INTRODUCTION**

This manual is an official publication of Montgomery County Animal Control. It is issued with the authority of the Montgomery County Board. Revisions, supplements, and page changes will be issued as necessary.

It will be the responsibility of every employee assigned to the unit to have knowledge of and abide by all the policies, procedures, rules, and regulations contained in this manual.

In addition to this manual, all personnel assigned to this unit are to be fully aware of all employees stated responsibilities as outlined in the Montgomery County Personnel Manual and the Montgomery County Animal Control Operations Manual. Violations of any of the policies, procedures, or rules/regulations contained in this manual and/or the Montgomery County Personnel Manual, or the Montgomery County Animal Control Operations Manual are grounds for disciplinary action

## **ASSIGNMENT OF THE MANUAL**

All personnel assigned to Animal Control will be provided with a copy of this manual.

- A. Each recipient will provide certification that they have read and understand the policies and procedures set forth in this manual.
- B. Contents of this manual will not be disclosed to unauthorized personnel without direct permission from the Animal Control Administrator.
- C. Revisions, supplements, and page changes will be distributed to each person who possesses a manual.

23011

D. Loss of the manual or any of its parts will be reported to the Animal Control Supervisor.

## **ANIMAL CONTROL MISSION & PURPOSE**

### **A. MISSION STATEMENT**

To humanely enforce the Illinois State Statutes and the Montgomery County Ordinance as they pertain to domestic animals and the public's health, safety, and welfare.

To serve the citizens of Montgomery County by enforcing those laws and ordinances, to educate the public concerning the ordinances and importance to the community and animals, and not to punish or assume the responsibility of the court system.

To strive toward the reduction and prevention of animal related problems in the community through reasonable and responsible application of education, warning/citation system, and the impoundment of domestic animals. To apply the approved guidelines laid out in this manual to ensure the animals are treated per the guidelines and moved out of the facility as fast as possible.

### **B. PURPOSE**

The purpose of this manual is to be the direct guideline for the Animal Control Officers in performing their job responsibilities and to be the direction of the decision-making process. This manual will be a guide to the Animal Control Officer. Changes, additions, and deletions can only be made per the direction of the County Board Administrator. Animal Control Officers are encouraged to make recommendations for such changes.

**CODE OF CONDUCT**

- A. *Animal Control* is a professional career. It is your duty to represent both the Department and your fellow officers as such. Maintain this professionalism in appearance and conduct at all times.
- B. *Human treatment of animals* is demanded of each officer and staff member at all times. Intentional animal abuse will not be tolerated.
- C. *Sick, injured, and distressed animals* are the responsibility of all officers and staff members limited to services that will be provided under these guidelines.
- D. *Courtesy*: All officers and staff members are to provide courteous, efficient and friendly service to all parties you come in contact with- the public and other County employees. Curtness, rudeness, and display of temper/anger will not be tolerated.
- E. *Integrity and honesty* are expected of each officer and staff member in dealing with the public, fellow officers, and all aspects of the Department.
- F. *Gratuities, gifts, and tips* are not to be accepted by the officers or staff for job-related services performed. Officers and staff should instead, encourage those persons to donate to Montgomery County Animal Control.
- G. *Good Housekeeping*: Each officer and staff member is charged with always keeping their vehicles and work areas neat and clean, as well as community-shared areas such as restrooms, truck bay, offices, the fenced in dog areas, kennels, and parking lot. Each officer will be assigned duties that they will be required to complete.
- H. *Grooming and hygiene*: Each officer and staff member is to be in proper attire (as specified) whenever on duty. Personal cleanliness is a necessity for your protection and appearance. All personal grooming habits (hair style, shave, jewelry, etc.) shall project a professional image.
- I. *Security*: Each officer and staff member is to be security conscious at all times. Be certain that restricted areas are locked and/or properly secured. Be sure drugs/syringes/needles are kept locked when not in use and are disposed of in the proper containers.

- J. *Press and/or media inquiries:* Are to be referred to the Animal Control Administrator.
- K. *Teamwork:* Work cooperatively with other officers and staff. Good communication is important.
- L. *Problems* that you cannot solve should be brought to the attention of the Warden, along with the methods and possible solutions. If the Warden is part of the grievance, you may contact the County Board Administrator directly.
- M. *Attitude* has a direct impact on your effectiveness. An open-minded and inquiring nature will help solve any problems you are confronted with. Displaying a bad attitude toward Animal Control, Supervisor(s), co-workers, or the public has a detrimental effect on the department and reduces the department's effectiveness.
- N. *County and Local Ordinances, Department of Agriculture regulations, the Humane Care Act, these manual policies, rules, and regulations will be given to all employees to understand and reference:* All officers and staff members are responsible for being aware of these and understanding and implementing them in accordance with the laws. This includes familiarity with contracts signed with Municipalities.
- O. The history of all dogs picked up will be placed on a spreadsheet after chipped with tag information and this spreadsheet will be available to the Municipalities for review as requested. The information on the spreadsheet will include the following:
- Time and place the animal was picked up.
  - Description of Animal
  - Tag Number
  - Owner information, if known.

## **MONTGOMERY COUNTY ANIMAL CONTROL POLICY**

1.1 PURPOSE OF POLICY: To ensure all approved guidelines are followed as directed.

23/014

1.2 Employees will have a strict sign In and Out policy so that their time of service can be accounted for. Employees can only sign their name in and out of the animal control facility and a sign-in sheet shall be maintained in the truck while on call. The truck will be used only for County Services. Hours of operation will be made available in the morning and evening to best service the animals and customers looking to adopt an animal.

1.3 The Warden will be responsible for maintaining direction over the animal control employees and always assuring the well-being of all animals in the county's care.

1.3.1 The goal is to move the animals out of the facility as quickly as possible.

1.3.1a the goal will be to find a new home within 30 days of the animal's first intake to include an organization or foster care that takes the animal into their possession.

1.3.1b if the animal is still under the county's care after 60 days, the Warden will report to the Administrator and the committee on reasons and actions planned to move the animal out of the county facility.

1.3.1c if the animal is still under the county's control after 90 days, a report will be made to the Administrator and their committee, along with a detailed explanation that will be presented to the full board in the animal control supervisor's report. This reporting action will be required up to the 6-month timeframe from the initial intake with the animal. If no home is found, the animal will be required to be euthanized under the guidelines of the county veterinarian.

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1.3.2 All animals will be required to have a microchip installed after 7 days under the rules. This will be the means to follow the animal's history in the county system. The chip number will be in the reports moving forward with animal detailed description to prevent any confusion of animal history.

1.3.3 All dogs will be given as much time outside as possible each day, as weather permits to prevent and minimize any kennel issues to insure the best and fastest chance to move on and out of the Montgomery County Animal Control Facility.

1.3.4 Basic medical care will be administered under the state guidelines and will be adhered to regarding all animals under the care of the Montgomery County Animal Control Facility.

1.3.4a Spay and Neuter as required

1.3.4b Required State Vaccinations

1.3.4c Parasite treatment (internal and external) as required

1.3.4d Basic x-ray, bone set, stitches and wound care will be provided in accordance with the law. Animals with major medical issues will be put down after 7 days if not claimed by the owner, adopted or taken control of by an outside organization. All animals will be made comfortable for those 7 days as needed by use of medication, directed by the county veterinarian. If the animal must be put down immediately due to its injuries, the county veterinarian will make the call upon their examination of the animal.

23/01/16  
2101.5

1.3.4e Any further treatment such as amputation, mass removal, cancer treatment, objection to euthanasian, or any other major surgery will not be covered by the county per law. Money may be raised by any organizations that are outside of the county's jurisdiction to pay for such surgeries. These will be on a case by case basis and will be approved by the Animal Control Warden.

1.3.5 The Animal Control Warden will reach out to all organizations that help with animal placement and have the appropriate paperwork done to meet the organization's requirements to ensure the county has all the resources required to place these animals as fast as possible. All organizations and updates will be listed in the animal reports as the rules require.

1.3.6 The Animal Control Warden will be responsible to have a written advertisement within 8 days of the animal's intake in the county system. It will be posted on the animal control web pages to include Facebook and any other social media accounts to include the animal's needs, size, age, description and demeanor. It will also include the chip monitor number for identification. The post will be updated as available for adoption or adopted. The history of the posts will not be deleted for a county reference.

1.3.7 The Animal Control Warden will organize meet and greets with appropriate animals selected to be safely arranged throughout the county, weather permitting. Location will be made available and advertised to move the animals to their forever home as fast as possible.

1.3.8 Animal Control will offer programs to move the animals as quickly as possible to good homes and organizations. We will offer discounts as needed for our senior dogs. Senior Dogs to Seniors program and our Barn Cat program for those cats that qualify will be available with discounts as well. We will provide paths to place the bully breeds as a top priority to outside organizations. Our policy is to save the county money and move the animals out of the county facility to find the animal's forever home.

1.4 A Vendor Agreement will be made with the County Veterinarian regarding pricing for procedures.

1.5 There will be a Montgomery County Board approved vendor list for the Animal Control Warden.

1.6 Consequences for offenders against Animal Control employees.

1.6.1 Rules of Engagement for Criminal Action to include animal abuse and threatening county employees.

1.6.1a No threats will be tolerated toward any county employee. If a threat is made to a county employee, the service will be stopped immediately, and the employee will move back to the county vehicle and call the Montgomery County Sheriff's department for a deputy to assist. The employee will stay in the vehicle until law enforcement arrives. The Animal Control employee will complete, sign and file the complaint against the individual and continue to answer the service call as needed with the deputy on scene.

- 1.6.1b Zero tolerance on animal abuse and Animal Control employees will document and testify as required per the law to ensure that the State's Attorney has what they need to hold the abuser accountable.
- 1.6.1c Protocol for action to include fines or arrest will be determined by the State's Attorney and law enforcement for criminal actions.

1.7 The Habitual Offenders definition will include three or more violations per year with the same animal or human offenders and all fines will be tripled to ensure violations will be corrected by the responsible individual.

1.8 The Montgomery County Animal Control facility will not be used as a provider of veterinarian assistance for any animal. No animal will be turned back to the original owner, family member or member of the same household of the animal without full payment made to the county for accrued expenses. If this is found to be abused, a claim of violation will be sent to the State's Attorney for fraud in accordance with the law.

**GUIDELINES FOR ANIMAL CONTROL ORDINANCE & STATE STATUTE  
ENFORCEMENT PROCEDURES**

2.1 PURPOSE OF GUIDELINES: to enable Animal Control to effectively work as a team. The members of the department must adhere to the rules, and the public must be given consistent information from all members of the department as needed.

2.2 ANIMAL CONTROL OBJECTIVE: to strive toward the reduction and prevention of animal related situations in the community through the reasonable

23/018

and responsible application of education, warning/citation system and impoundment of animals.

2.3 ANIMAL CONTROL APPROACH:

2.3.1 At all times while working, Animal Control Officers, aka ACO's are providing a public service and are to carry out their duties in a courteous, professional manner, showing concern for the complainant(s), the subject(s) and the animal(s) that are involved, while maintaining an objective view of the situation being handled.

2.3.2 Each ACO is directed under the administrator and warden and are part of a team. No independent agendas will be tolerated. Therefore, open effective communication must always be maintained among the entire staff.

2.4 METHODS:

2.4.1 ACOs must have good judgment and professional, objective discretion in evaluating the violations they observe as well as those reported to them which they investigate.

2.4.2 The ACO's job is to enforce the animal ordinances and to educate the public concerning those ordinances, their importance to the community and animals while following the approved guidelines by the administrator.

**RESPONSIBILITIES**

3.1 Animal Control shall undertake the following responsibilities in providing an animal control program for Montgomery County.

23020

3.1.1 Enforce animal-related county ordinances and state statutes, provide various field services and administer a general program to reduce animal nuisances and surplus pet populations.

3.1.2 Provide sheltering for stray and unwanted animals and provide various shelter services such as redemption, adoption and receiving.

3.1.3 Provide community education and information programs to acquaint citizens with the operation of animal control and to secure support for the department's goals and objectives.

3.1.4 Assist other government agencies and group in the administration of animal related programs.

3.2 Other governmental agency responsibilities in relationship to animal control activities.

3.2.1 Montgomery County Sheriff's department and municipal police departments share animal-related law enforcement authority concurrently with Montgomery County Animal Control.

3.2.2 The Montgomery County State's Attorney's Office reviews citations issued by Montgomery County Animal Control and will have the disposition of a case. The Montgomery County State's Attorney's Office provides advice of legal nature to Animal Control. The Montgomery County State's Attorney's Office approves these policies and procedures in accordance with the law.

23/02/21

3.2.3 The Montgomery County Circuit Clerk's Office administers the citation system and processes all formal complaints delivered to them by Animal Control or the State's Attorney's Office.

3.2.4 The Montgomery County Health Department is the primary agency responsible for communicable diseases such as rabies. Montgomery County Animal Control will work with, and at times under the direction of the Health Department, in matters pertaining to communicable diseases.

3.2.5 The Illinois Department of Conservation is responsible for all matters associated with wild animals.

3.2.6 The Illinois Department of Agriculture is responsible for all matters associated with livestock, equine and poultry.

## REPORTS

4.1 Animal Control members are responsible for proper completion of all report formats, the use of proper forms and the proper filing of these reports.

4.2 All reports are to be legible, accurate and contain all necessary information.

4.3 Witness statements: Witnesses should be asked their name, address and telephone number(s). This information is vital to subpoena witnesses.

4.4 Report Detail: Reports should be detailed for the following reasons:

A. Discovery is facilitated.

- B. Key elements/information need to be brought out.
- C. The ability to testify to key admissions or other evidence.
- D. Detailed reports allow prosecutors to assess the strength of the case and plea-bargaining decisions.

## OPERATIONS

### 5.1 DEALING WITH THE FIRST OFFENSE OF A NON-DANGEROUS NATURE:

5.1.1 *Non-Dangerous Nature* includes violation of ordinances other than dangerous dog. Dog fighting, cock fighting, intentional animal cruelty or other violations that pose definite risk to the life/safety of animal/person and dog bite cases.

5.1.2 *First Offense:* For purposes of these enforcement guidelines, shall mean the first instance known by or reported to Animal Control concerning a particular individual/animal involved or allegedly involved in a violation of the county ordinance or state statute.

5.1.3 The way the ACO handles the first offense may establish a basis for all future ACO contacts with that person(s).

5.1.4 The first offense situation provides the ACO opportunity to educate the person, to inform the person of local ordinances and state statutes and the reason for them, in a friendly, helpful way.

5.1.5 Contact with *first offenders* should be documented and filed in the office, even if a written warning is not issued to the offender, so that the other officers will be aware that the *first offense* contact has been made.

5.2 POINTS TO MAKE WHEN IN CONTACT WITH OWNER(S) IN FIRST OFFENSE SITUATIONS:

5.2.1 Follow the ordinances and state statutes. Explain the ordinances and state statutes to the person(s) in a friendly, helpful manner.

5.2.2 No threats will be tolerated by any person toward any county employee and the guidelines outlined in this manual will be followed for the safety of all involved.

5.2.3 The Humane Care Act will be followed for the animals in need and services are limited to basic care under the care act guidelines

5.3 PROCEDURES FOR FIRST OFFENSE VIOLATIONS OF ORDINANCES RELATED TO:

5.3.1 *At Large*

A., If possible, determine the owner(s) of the dog and address and **return the dog home rather than impounding it.** Explain our ordinances relating to *At Large* (and licensing and rabies vaccination requirements if necessary) and the reason the animal was picked up (for the animal's safety as well as for the violation of the ordinance) in a friendly, courteous manner. Issue a citation or a written warning *at the end of your conversation.*

B., If the address is known and there is no owner(s) or responsible person to take custody of the animal, post notice of impoundment, stating where the animal was observed at large and/or impounded, the date, time and the ACO's identity. When contact is made later with the owner(s), our ordinance and state statutes should be explained, not just the impoundment/redemption procedure.

### 5.3.2 *Failure to License*

A., Explain the reason for licensing and rabies vaccination requirements such as for identification, that a license could save a pet's life by providing owner information in the event of an injury, etc. Explain briefly other ordinances. ACOs may issue a citation or a written warning, allowing the owner(s) to purchase a license at the time or giving the owner up to 10 days to purchase the license and vaccinate the dog or cat against rabies. Explain that the written warning will be followed up at that time, and failure to comply will result in a citation. Advise the owner that they may return the written warning within the 10-day period along with a copy of the license receipt and the name of the veterinary clinic where the animal was vaccinated against rabies for confirmation.

B., After a written warning is issued, follow up after the 10-day period and issue a citation if no compliance.

## 5.4 Vehicles

5.4.1 ACOs are responsible for the routine maintenance and cleaning of all assigned vehicles. This includes, but is not limited to gas, oil, air in tires,

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water, etc. The outside and inside of the vehicle shall be washed and kept clean. The vehicle cages shall be washed and disinfected with bleach at the end of each shift when used to transport animals.

5.4.2 A thorough check of the vehicle including equipment, cages, catch poles, etc. shall be conducted by each ACO at the start of their shift.

5.4.3 Report a finding of damage or needed repair to the warden.

5.4.4 Report any accidents involving a county vehicle to the warden immediately. Do not leave the scene of the accident until the warden has made contact and reviewed the situation and/or scene. Leave vehicles in a position of collision unless there is an urgent reason such as safety, to move them. If you are injured, go to the nearest emergency care facility. Indicate that you are a county employee and fill out the appropriate forms.

5.4.5 Vehicles should be equipped with, but not limited to, the following equipment:

- Catch Poles
- Nets
- Blankets and towels
- First Aid Kits (one for humans and one for animals)
- Emergency gear (reflective triangles, etc.)
- Plastic garbage bags
- Shovel
- Surgical gloves
- Leather gloves
- Leashes
- Muzzles
- 2 small cages

- 2 large cages

5.4.6 Vehicles are to be checked out by the assigned ACO at the end of each shift. The vehicle should be properly equipped and maintained for the next shift. Make sure that the fuel level is at no less than half full mark.

5.4.7 Transporting animals in Animal Control vehicles shall be monitored closely by the employee. Animals shall not be kept inside vehicles for more than two consecutive hours in temperatures exceeding 70 degrees F.

## 5.5 Field Procedure and Topics:

5.5.1 *Abandoned/Neglected Animals:* Shall mean a domestic animal that has received no food, water or care from its owner(s) or owner's authorized representative, for 24 hours or more. Owner(s) of animals in need of veterinary care must provide a copy of the receipt with the name of the veterinary clinic where the animal was taken, and a copy of the *Montgomery County Animal Medical Evaluation Form* signed by the examining licensed veterinarian.

### 5.5.2 Animal Bites

A., *Recording the complaint:* Complete an AC Bite Report form. A Home Quarantine Agreement should be completed if the biting animal is currently rabies vaccinated.

B., *Investigation of Dog or Cat Bites- Victim Contact:* If the animal is at large, attempt to locate and apprehend as soon as possible. Contact the victim. Discuss circumstances of the bite with the victim. Determine if there are other witnesses to the incident. Determine if the bite was provoked or unprovoked. Get physician, hospital, and/or

treatment location information. Verify the identity and/or location of the biting animal.

C., *Pet Owner Contact*: Contact the owner of the animal if known and issue a Quarantine Notice. If the owner is not home, leave a Notice to Contact within 24 hours. Determine if conditions are such that the animal can be successfully quarantined at home or if the animal must be quarantined at the Montgomery County Animal Control facility or a local veterinarian for the 10-day quarantine period. The animal is not to be taken from the owner's property or to be in contact with other animals or people for the 10-day quarantine period.

D., *An Impound History Form* should be filled out with the normal information along with noting the animal bite, the date the bite occurred, the location of quarantine, and whether the owner intends to claim the animal at the end of the quarantine period. If the animal is to be surrendered at the end of the quarantine period, the animal's owner is required to complete and sign the owner surrender form. The animal owner will be responsible for all costs incurred during the quarantine period. If the owner desires the animal to be quarantined at a veterinary clinic, the owner must provide Animal Control with the name, address and phone number of the veterinary clinic, which will be confirmed by the investigating ACO; and the owner must promptly transport the animal to the veterinary clinic after making the necessary arrangements with the veterinarian. The ACO will advise the owner that the quarantined animal is not be vaccinated, sold or removed from the county (owner's property if quarantined at home) or destroyed during the 10-day quarantine period. The ACO is to advise the owner to immediately contact MCAC if the animal becomes sick or dies during the quarantine period. If the animal is to be redeemed by the owner at the end of the quarantine period, the animal must be picked up by the date given to the owner by the

investigating ACO, also advising that all fees are to be paid at the time of redemption.

F. The investigating ACO is to contact the pet owner at the end of the home quarantine period to determine the health of the animal and to note that in the report.

G. Animals that have bitten and not reclaimed are not to be placed up for adoption without the consent of the AC Administrator. The AC Administrator will be given copies of all pertaining reports and other information for review prior to making such a decision. Complete and file all reports, Bite Report forms, Quarantine Notices, Witness Statements, etc.

#### 5.5.3 *Impounding Animals:*

Upon impounding an animal, the *Intake and Disclosures* forms relevant areas are filled out as completely as possible, noting the species of the animal, the breed (or assessed combination of breeds), sex, identification, etc. The hard copy of the form gets placed into the animal's file and a copy of the form is placed in/on the animal's kennel/cage for identification.

A., ACOs must obtain signatures when impounding animals from private property for abandonment, neglect, cruelty, etc. If the owner is not home, a notice of impoundment must be left. If the owner refuses to sign, a notation of such must be made on the notice of impoundment form prior to issuing.

5.5.4 *Microchip Scanning:* All dogs and cats impounded by Animal Control shall be scanned for a microchip upon intake.

#### 5.5.5 *Citations*

A., A citation may be issued on the first offense if the officer observed a grievous violation of the ordinance which the officer feels requires more response. Details should be given in the officer's report. The officer shall attempt to make immediate contact with the owner(s) and issue the citation in person. If the owner(s) is not home, the citation shall be sent via USPS mail to the last known address for that person.

B., Information necessary to the completion of the citation, including owner's name, address and date of birth must be entered on the citation.

C., If the owner refuses any cooperation, gives no ID, your options include:

- Leave the area, attempt to obtain information from other sources and mail the citation.
- Call the local police or County Sheriff's department to obtain information.
- It is recommended that the police are called out if there is a clear danger to the public or to an animal due to the actions of the owner(s) and the owner(s) refuses to alter the offending situation. Consult the manager of the housing division or apartment if unable to get enough information on the owner.

#### 5.5.6 *Complaints:*

A., Complaints are called in to AC from citizens. Messages are to be checked regularly. Upon receiving a request for service, the ACO will fill out a *Call Sheet*. Active complaints are to be kept in the ACO Pending Box after being entered into the AC computer database. Active complaints include complaints which necessitate any follow-up or reports. Inactive complaint follow-ups need to be entered into the AC computer database, marked accordingly and then filed away.

B., *Complaint Priority*

1. Vicious animals posing an **immediate threat** to the safety of person(s) or animal(s).
2. Injured animals
3. Bite reports
4. Neglected or Abandoned animals
5. Confined strays
6. Observed leash law violations

5.5.7 *Correction Notice*

A., Correction Notices should be issued in lieu of verbal warnings. The Correction Notice provides the needed documentation; clarifies the nature of the violation to the suspect; provides the court with more than adequate proof that the owner had knowledge of a later violation; and in most cases, provides enough information for a citation to be issued at a later date.

B., ACOs should complete as much information as possible on the Correction Notice. When obtaining owner information in person, a signature should be obtained.

C., The owner's correct name and date of birth should be obtained in order to issue a possible citation in the future.

D., For owners not home, a copy of a completed Correction Notice may be left at a residence along with a warning notice door hanger.

5.5.8 *Dangerous Dog Declaration*: A Dangerous Dog Declaration must be filled out completely and served to the dog owner(s) in person or by certified mail (signed receipt requested). A copy of the DDD must be filed with the Montgomery County Sheriff's Office along with copies of all pertinent reports, statements, etc. ACOs are to explain the Dangerous Dog Hearing Procedures and the requirements for keeping a Dangerous Dog within Montgomery County to the dog owner(s).

5.5.10 *Emergency Call Out*:

A., Emergencies requiring a possible call out of an ACO include, but are not limited to:

- Confined stray animal with ***life threatening injury***.
- Animals posing an ***immediate*** threat to public safety.
- Any situation that police or county deputies require the ACO to respond to.

B., **Not** considered an emergency warranting a call-out:

- Barking dogs
- Dead animals, unless posing a definite traffic hazard.
- Injured animals with owner(s) present (owners of injured animals have the responsibility of transporting their own animals to a veterinarian at their cost).

C., The criteria above shall be passed along to all dispatch agencies in Montgomery County for the legitimacy of authorized emergency call-outs.

5.5.11 *Equipment*:

ACOs are responsible for the inventory, routine maintenance, repair and cleaning of all authorized equipment that is issued to them. ACOs reporting for shift duty should be equipped with, but not limited to, the following equipment:

- Working radio
- Bite stick
- Pepper spray
- Leash
- Clip board
- Camera
- Treats

#### 5.5.12 *Hot Pursuit:*

An ACO is entitled to follow an animal onto private property while in hot pursuit to affect an impound, citation or written warning. The ACO ***MAY NOT enter any structure that is a person's residence without the owner(s) permission secured or a legal search warrant.***

#### 5.5.13 *Inadequate/Inhumane Conditions:*

Upon observing an animal that appears to be without adequate water, food, shelter or an animal that appears to be suffering and in need of veterinary care.

A., Attempt to contact the owner(s) or custodian(s) of the animal and explain the problem in a manner that suggests you are there to assist; not threaten. Your main objective is to have the problem corrected as soon as possible for the welfare of the animal.

1. After discussing the situation with the owner(s)/custodian(s), issue a written correction notice, written warning and/or citation,

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outlining the points discussed and record the time period agreed upon for the correction of the situation.

2. Keep your copy and attach it to the Call Sheet with a date for follow-up to verify the corrections.
3. If the follow-up inspection shows corrections to the situation, note them on the Call Sheet and enter the results in the computer database. If improvement has not been made or if the situation has not been entirely corrected, determine whether a second written warning should be issued or a second citation. Enter the results of the inspection on the Call Sheet and in the computer database.

B., If unable to locate the owner(s) or custodian(s), take steps to temporarily correct the problem, such as filling the empty water bowl or untangle the chain/rope. If the animal's life is not in immediate danger, attach a written correction notice to the door poster with date, time and explanation of the violations/observations. Direct the owner(s)/custodian(s) to contact you within 24 hours.

1. If the owner(s)/custodian(s) contact you within the 24-hour period, obtain their name, address, phone number and date of birth. Explain the situation and violations, obtain a time period to correct the situation/violations, and issue a written warning or citation obtaining the owner(s)/custodian(s) signature if possible.
2. Continue with the same follow-up procedure as A (above).

C., If the animal's life appears to be in **immediate danger**, and you are unable to contact the owner(s)/custodian(s) or other person responsible for the animal, do what is necessary **within the law** to save the animal.

D., *Points to consider when observing what appears to be inadequate/inhumane conditions:*

1. **No water:** The possibility that the animal is given water at other times during the day/night, sufficient for the animal's needs. Because water is not available at the time(s) you are present, does not necessarily mean that the animal is always without water, or that the animal does not have sufficient water.
2. **Shelter:** Animals are observed outside with no shelter or inadequate shelter. Is the animal housed indoors at times or is it always outside without shelter? Check for corroborating testimony from neighbors that the animal is most often without shelter during inclement weather.
3. **Vehicle:** No food or water observed in a vehicle holding an animal does not necessarily mean that the animal has not been recently fed or watered. Use a thermometer to ascertain the temperature inside of the vehicle and obtain the official temperature of the day for your report.
4. **Thin:** Because an animal is thin does not necessarily mean the animal has not been fed an adequate diet. There is the possibility that the thinness is due to old age, parasites, or an illness currently treated by a veterinarian.

E., When working on an alleged inadequate/inhumane condition case, remember that what you observe may not be the entire picture or situation. Ask questions of neighbors, witnesses and the owner(s).

F., Do what is possible to correct the situation prior to issuing a citation. If a citation is issued, you may still have lost the battle. The animal's

condition may have not been corrected and will not likely be corrected in the near future.

G., Initially approach the owner(s)/custodian(s) in a helpful manner rather than accusing or threatening. You want the cooperation from the owner(s)/custodian(s) to correct the problem for the animal. A person viewing you as concerned for the animal is more likely to be willing to listen and take advice.

H., **BEFORE REMOVING AN ANIMAL FROM THE PREMISES OF THE OWNER OR PRIVATE PROPERTY DUE TO INADEQUATE/INHUMANE CONDITIONS, INVESTIGATE, THEN:**

1. Be certain that the situation is life threatening to the animal.
2. Make all reasonable attempts to contact the owner(s)/custodian(s).
3. Determine if the removal of the animal requires a warrant.

#### 5.5.14 *Pepper Spray:*

ACOs are provided with pepper spray for use **only as a last resort on attacking animals**. ACOs will be issued instructions on the proper use of pepper spray for attacking animals. Pepper spray is not an absolute deterrent to an attacking animal. Pepper spray may also affect the ACO using it or any bystanders.

#### 5.5.15 *Injured Animals:*

A., Injured animal calls should be handled as a priority call.

B., When responding to injury calls, vehicles will be operated in accordance with all prevailing traffic regulations.

C., When responding to injured animals on roadways, the ACO's first concern is personal safety then that of the animal. Vehicle warning lights and flashers should be used as necessary. Safety vests are to be worn where hazard exists.

D., If the owner is present, it is their responsibility to provide veterinary treatment. Arrangements with the veterinarian must be made by the owner.

E., If the owner is not present or unavailable, the ACO must decide if the animal requires immediate medical attention, euthanasia or if the animal can be taken to the shelter and made comfortable. Animals showing severe pain, uncontrolled bleeding, respiratory distress, shock, severe fractures or wounds should be taken to the veterinarian immediately.

F., If the owner of the animal is known, an immediate effort should be made to contact them.

G., If alone or the animal is uncooperative or vicious, approach the animal with caution and try to muzzle it, unless the animal is unconscious, having trouble breathing, injured mouth, or requires medication. If the animal can stand but refuses a muzzle, attempt to secure the animal against a fixed object so that the animal cannot efficiently move its head.

H., If you have assistance and the animal is cooperative, always approach with caution. Restrain before administering first aid.

#### 5.5.16 Leash Law Violations:

A., Leash law violations are observed through response to complaints and through general patrol. An animal is at large in violation of the leash law if:

*The animal is not confined to the premises of the owner, unless restrained by a leash, tether or physical control device not to exceed 10 feet in length, and under the physical control of a person, whether the owner of such animal or which enters upon the land of another person without authorization of that person.*

B., When possible, loose dogs should be returned to their owners and owners should be warned or cited for the violation.

C., When it is not possible to return the dog home, the dog should be impounded and proper reporting completed.

D., When responding to leash law complaints, the ACO should patrol the area and deal with any stray dogs observed.

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Montgomery County Animal Medical Evaluation

VETERINARIAN INFORMATION

Name of Practice: \_\_\_\_\_ Phone Number \_\_\_\_\_
Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_
Name of Examining Veterinarian: \_\_\_\_\_

CLIENT INFORMATION

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
Address: \_\_\_\_\_ City/State/Zip Code: \_\_\_\_\_

PATIENT INFORMATION

Name: \_\_\_\_\_ Species: Dog Cat Other \_\_\_\_\_
Breed: \_\_\_\_\_ Color/Markings: \_\_\_\_\_
Gender: Male Female Sterilized: Yes No Age: \_\_\_\_\_

SUBJECTIVE FINDINGS - HISTORY:

Table with 5 columns: Normal, Abnormal, Unknown, Comments. Rows include Appetite, Drinking, Bowels, Urination, Coughing, Vomiting, Attitude.

OBJECTIVE FINDINGS - PHYSICAL EXAMINATION

Temperature: \_\_\_\_\_ ° Weight: # Body Condition Score: 1 -

Table with 5 columns: Normal, Abnormal, Unknown, Comments. Rows include Abdomen/Palpitation, Ears, Eyes, Heart, Skin, Lymphatic, Musculoskeletal, Neurological, Oral Cavity, Respiratory, Urogenital.

Examining Veterinarian (Print) Examining Veterinarian (Signature) Date

23039

**Intake Information & Disclosures**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ am / pm Animal Name: \_\_\_\_\_

**Reason for Intake:**

Abandoned Adopter Return Bite Neglect Nuisance Owner Surrender Stray  
Owner Died Owner Detained Other: \_\_\_\_\_

Species: Dog Cat Other: \_\_\_\_\_ Breed: \_\_\_\_\_

Color/Markings: \_\_\_\_\_

Weight: \_\_\_\_\_ # Est. Age: \_\_\_\_\_

Gender: Male Female Sterilization Status: Intact Sterile Unknown

Sterilization Date: \_\_\_\_\_

Microchip No.: \_\_\_\_\_ Implant Date: \_\_\_\_\_ By: \_\_\_\_\_

This animal was returned by an adopter on \_\_\_\_\_ for the following reason: \_\_\_\_\_

**Inoculations and treatments of this animal since the date received**

<u>Vaccinations/Inoculations</u>	Product	Date(s)
<input type="checkbox"/> Rabies	_____	_____
<input type="checkbox"/> K-9 Distemper/Parvo	_____	_____
<input type="checkbox"/> Bordetella	_____	_____
<input type="checkbox"/> Feline HCPC	_____	_____
<input type="checkbox"/> Other	_____	_____

<u>Diagnostic Tests</u>	Date	Results
<input type="checkbox"/> Fecal	_____	_____
<input type="checkbox"/> Parvo	_____	_____
<input type="checkbox"/> Heartworm	_____	_____
<input type="checkbox"/> FELV	_____	_____
<input type="checkbox"/> FIV	_____	_____
<input type="checkbox"/> Other	_____	_____

Dogs: Yes No Unknown

Cats: Yes No Unknown

Kids: Yes No Unknown

De-wormers/ Medications	Date	Date	Date	Date	Date	Date	Date	Date	Date

Available for Adoption

**NOT AVAILABLE FOR ADOPTION**

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## Impound History

**\*\*ANIMAL BITE\*\***

Date bite occurred: \_\_\_\_\_

Location of Quarantine: \_\_\_\_\_

Will owner reclaim: \_\_\_\_\_

23041

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

**Adopted by: Montgomery County, June 9, 2009**

First Revision: November 10, 2020

Second Revision: August 10, 2021

Third Revision: June 13, 2023

Fourth Revision: February 13, 2024

Fifth Revision: July 9, 2024

Sixth Revision: August 13, 2024

Seventh Revision: July 8, 2025

**Eighth Revision: October 14, 2025**

## 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, a 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
- "Operating Permit" means a permit that must be issued after the project is substantially complete, according to approval by the County's designee, to produce and sell wind generated power.
- R. "Operator" means the entity responsible for the day-to-day operation and maintenance of the WECS, including any third-party subcontractors.
- S. "Owner" means the entity or entities with an equity interest in the WECS(s), including their respective successors and assignees or an entity that becomes an owner through foreclosure. Owner does not mean (i) the property owner from whom land is leased for locating the WECS (unless property owner has an equity interest in the WECS); or (ii) any person holding a security interest in the WECS(s) solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS(s) at the earliest practicable date.
- T. "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. The term "primary structure" includes structures such as residences, commercial buildings, hospitals, churches, day care facilities, schools, and agricultural buildings/structures.
- U. "Rotor Diameter" means the diameter of the circle created by rotating turbine blade tips.
- V. "Set-Back" means the minimum distance from a property line, margins of any public road or high water mark of any lake available for public use, stream banks and drainage ditches from which the WECS tower and/or substation is located. The setback set forth herein shall be measured from the exterior of the foundation of the WECS tower.
- W. "Shadow Flicker" means the phenomenon that occurs when rotating wind turbine blades cast moving shadows upon stationary objects.
- X. "WECS (Wind Energy Conversion System) CONSTRUCTION Permit" means the formal approval of the application by the County Board or its designee.
- Y. "Substation" means the apparatus that connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.
- Z. "Wind Energy Conversion System" ("WECS") means all necessary devices that together convert wind energy into electricity, including the rotor, blades, nacelle, generator, WECS Tower, electrical components, WECS foundation, oils, fluids, transformer, and electrical cabling from the WECS Tower to the Substations.
- AA. "WECS Project" means the collection of WECS and Substations as specified in the structural improvement application.
- BB. "WECS Tower" means the support structure to which the nacelle and rotor are attached
- CC. All other words have the meanings attributed to them in Public Act 102-1123

### III. APPLICABILITY

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

### IV. PROHIBITION

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

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

### V. PERMITTING AND HEARINGS

The County Board or their authorized agent shall not approve any permit until a public hearing is held. A public hearing 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.

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## VI. WECS CONSTRUCTION PERMIT APPLICATION

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

- j. Financial Assurance in the form of an irrevocable letter of credit to assure the construction, installation and completion of the project or improvements. Such Financial Assurance (Irrevocable Letter of Credit) shall be provided by the Applicant prior to approval to the full County Board and shall be in such amount as is determined to be 110% of the estimated WECS Project cost.
- C. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$5,000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$500,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County. The Applicant shall file ten copies of the application upon submittal of the application Fee.
- D. If the application is determined by County staff, the County Economic Development Committee, or the County Board not to be complete in all pertinent aspects of the section of the Montgomery County Ordinance, the application shall be rejected and a new application will need to be filed.
- E. The Application shall comply with the standards established by this Ordinance.
- F. All copies of the proposed project Construction documents (plans and project manual) must be submitted, signed and sealed by a professional engineer licensed in the State of Illinois.
- G. The Applicant shall promptly notify the County Board of any changes to the information provided in their WECS project plans/application that occur while the application is pending. The Applicant shall not be allowed to materially change the application after the hearing process has started. Whether a change is a material change or not shall be determined by the County Board Coordinating Committee.
- H. The County Board shall require an independent engineer, chosen by the County Board, to review plans at the petitioner's expense. Findings by the independent engineering firm are to be submitted to the County Coordinating Office.
- I. Any order, requirement, decision or determination of the Montgomery County Board and/or Authorized Agent adverse to the interest of an applicant for a WECS Construction Permit shall be provided to the applicant in writing by certified mail, return receipt requested.
- J. Following application approval, the Applicant is eligible to apply for WECS Construction Permit.
- K. Actual on site construction must commence within one year of application approval by the County Board; if not completed or otherwise, permits will no longer be valid, unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. (See Article XI, Paragraph C).
- L. The Montgomery County Assessor's Office shall maintain a record of all Wind Energy Conversion Systems (WECS) Construction Permits and copies shall be furnished upon request to any interested person.
- M. An interconnection agreement must be completed with the electric utility in whose service territory the system is located.
- N. The failure to obtain the required WECS Construction Permit shall be a Violation of this Ordinance. Further, WECS Construction permits shall be issued on the basis of applications approved by the Montgomery County Board and shall authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this Ordinance.

## VII. DESIGN AND INSTALLATION

### A. Design Safety Certification:

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

### B. Controls and Brakes

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

### C. Electrical Components

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

### D. Color

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

### E. Compliance with the Federal Aviation Administration

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

### F. Warnings

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

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

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

#### G. Climb Prevention

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

#### H. Manufacturer recommendations supersede the above requirements.

#### I. Lighting

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

#### J. Minimum Rotor or Wind Vane Clearance

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

## VIII. OPERATION

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

demonstrated a likelihood of interference may result from the WECS, then the applicant shall take measures to mitigate such anticipated interference.

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

## IX. 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 tip height of the wind tower Preserve Commission to the nearest point on the Protected Lands property line of the fish and wildlife area or protected land
B. A wind tower of a commercial wind energy facility to be sited so that industry standard computer modeling indicates that any occupied community building or nonparticipating residence will not experience more than 30 hours per year of shadow flicker under planned operating conditions;	

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

## **X. LIABILITY INSURANCE**

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

## **XI. FEE SCHEDULE**

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- A. Prior to processing any Application for a WECS, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$5,000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$500,000. 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, unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. Prior to processing any application for an extension, the Applicant must submit a certified check to the county for the non-refundable extension fee equal to \$250 per megawatt (MW) of siting approved nameplate capacity.

## **XII. PUBLIC NUISANCE DEFAULTS AND REMEDIES**

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

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

**XIII. SEVERANCE**

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

**XIV. DECOMMISSIONING**

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


**XV. LEGAL PROVISION**

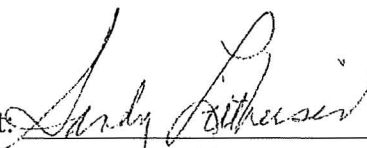
- A. Amendments: The Montgomery County Board may periodically amend the terms of this ordinance.
- B. Penalties for Violations: After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction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

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

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

Passed and Adopted, this 14<sup>th</sup> day of October, A.D. 2025, by the County Board of Montgomery County.

  
~~Doug Donaldson, Chairman~~  
 Patty Whitworth,  
 Vice Chairwoman

Attest:   
 Sandy Leitheiser, County Clerk

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

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

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

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

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

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

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

APPENDIX A**MONTGOMERY COUNTY PETITION / APPLICATION / REQUEST  
For a Wend Energy Conversion System (WECS) Construction Permit**

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

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

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

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

**Notice of the Public Hearing**

The County Board shall 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.

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

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

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

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

**SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:**

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

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

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

Date accepted by County Board as properly filed: \_\_\_\_\_

Filing fee/application fee: \_\_\_\_\_ Date paid: \_\_\_\_\_ Check # \_\_\_\_\_

Date County acceptance letter is sent to Petitioner: \_\_\_\_\_

Date of required Public Hearing Notice sent to Petitioner: \_\_\_\_\_

Date(s) published and where published: \_\_\_\_\_

Date notices sent: \_\_\_\_\_ Public hearing date: \_\_\_\_\_

County Board determination: \_\_\_\_\_

**APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):**

Applicant/Petitioner information: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

\_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROPERTY INFORMATION:**

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

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

\_\_\_\_\_  
\_\_\_\_\_

2. Legal Description and Acreage:

\_\_\_\_\_  
\_\_\_\_\_

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

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4. Present Use of Property:

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5. Present Land usage:

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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:

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

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

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

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

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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:

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

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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? \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS REQUIRED:**

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

**CERTIFICATION OF A WECS PERMIT PETITION / APPLICATION / REQUEST:**

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

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STATEMENT OF CONFORMANCE:**

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

- **NO** building, construction, alteration, or use may be started prior to the issuance of a WEC. 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](mailto:cbadmins@montgomerycountyil.gov)

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

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

Check One:

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

Property No.: \_\_\_\_\_ Notification No.: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Road Name Driveway: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Alternate No.: \_\_\_\_\_

Type of Construction: Commercial \_\_\_ Home \_\_\_ Out Building \_\_\_ Other: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Cost Estimate: \_\_\_\_\_

Size \_\_\_\_\_ Bathroom \_\_\_\_\_ Basement \_\_\_\_\_

Central Air \_\_\_\_\_ Garage \_\_\_\_\_ Porches \_\_\_\_\_

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

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

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

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

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APPENDIX B

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APPENDIX C

**MONTGOMERY COUNTY WECS OPERATING PERMIT**

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

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

Date: \_\_\_\_\_  Approved  Disapproved

Operating Permit Number \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**DO NOT WRITE ABOVE THIS LINE**

**Property Information:**

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: IL Zip: \_\_\_\_\_

Legal Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Land Owner Name(s) if different from Company Name:** \_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Conditions of Permit:**

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

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# **MONTGOMERY COUNTY**

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

### **Installations in Unincorporated Montgomery County, Illinois**

**Adopted by: Montgomery County**

**April 10, 2018**

First Revision: March 12, 1919

Second Revision: June 13, 2023

Third Revision: February 13, 2024

Fourth Revision: July 9, 2024

Fifth Revision: August 13, 2024

**Sixth Revision: October 14, 2025**

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

Amended 10/14/25

ORDINANCE NO. \_\_\_\_\_

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

**A. SCOPE**

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

**B. PURPOSE**

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

**C. DEFINITIONS**

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

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

23. *Solar Daylighting*: A device specifically designed to capture and redirect the visible portion of the solar spectrum, while controlling the infrared portion, for use in illuminating interior building spaces in lieu of artificial lighting.
24. *Solar Energy*: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.
25. *Solar Energy System*: A device, array of devices, or structural design feature, the purpose of which is to provide for generation of electricity, the collection, storage and distribution of solar energy for space heating or cooling, daylight for interior lighting, or water heating.
26. *Solar Heat Exchanger*: A component of a solar energy device that is used to transfer heat from one substance to another, either liquid or gas.
27. *Solar Hot Air System*: An active solar energy system (also referred to as Solar 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. A request for siting approval for a commercial solar energy facility, or modification of an approved siting, shall be approved if the request follows the standards and condition imposed within the law and the conditions imposed under state and federal statutes and regulations.
2. Prior to processing any Application for a Solar Farm or Solar Garden, the Applicant must submit a certified check to the County for the non-refundable Application Fee equal to \$5,000 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$500,000. These funds shall be placed in the General Fund. Should the actual costs to the County exceed the submitted Application Fee, the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within 15 days of receipt of a request from the County. No final decisions shall be rendered on an Application if there are Application fees due to the County.
3. The County Board shall not approve any permit until a public hearing is 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.
17. 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, unless prior to such expiration, an extension of up to two years is applied for by the Applicant and granted by the Montgomery County Board. Prior to processing any application for an extension, the Applicant must submit a certified check to the county for the non-refundable extension fee equal to \$250 per megawatt (MW) of siting approved nameplate capacity.

**E. COMPLIANCE**

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

**F. PRINCIPLE USES**

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

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

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

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

**G. DECOMMISSIONING**

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

**H. LEGAL PROVISION**

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

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

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

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

Passed and Adopted, this 14<sup>th</sup> day of October, A.D. 2025, by the County Board of Montgomery County.

Patty Whitworth Attest: Sandy Leitheiser  
~~Doug Donaldson, Chairman~~ / Sandy Leitheiser, County Clerk  
 Patty Whitworth, Vice Chairwoman

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

**APPENDIX A: Solar Application (8-12 weeks)**

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

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

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

**APPENDIX C: Operating Permit (2-4 weeks)**

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

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

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

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

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

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

**Notice of the Public Hearing**

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

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

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

23/076

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

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

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

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

**SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:**

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

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

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

Date accepted by County Board as properly filed: \_\_\_\_\_

Filing fee: \_\_\_\_\_ Date paid: \_\_\_\_\_ Check number: \_\_\_\_\_

Date(s) published and where published:  
\_\_\_\_\_  
\_\_\_\_\_

Date notices sent: \_\_\_\_\_ Public hearing date: \_\_\_\_\_

County Board determination: \_\_\_\_\_  
\_\_\_\_\_

**APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):**

Applicant/Petitioner information: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

\_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROPERTY INFORMATION:**

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

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

\_\_\_\_\_  
\_\_\_\_\_

- 2. Legal Description and Acreage: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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4. Present Use of property:

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5. Present Land Classification:

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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:

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

13. Adjacent Land Use:

A. North: \_\_\_\_\_

B. South: \_\_\_\_\_

C. East: \_\_\_\_\_

D. West: \_\_\_\_\_

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

If Yes, what length of time? \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

23080

**ATTACHMENTS REQUIRED:**

1. At the time the application is filed, a non-refundable fee is to be paid by the applicant. The application fee \$2,500 per megawatt (MW) of proposed nameplate capacity, up to a maximum fee of \$250,000.
2. For entities governed by governing boards, a copy of the Board Resolution or Board Meeting Minutes authorizing the governing board's approval to carry out the requested project and to authorize the submission to Montgomery County by a designated entity officer of the required specific requests / applications / petitions is required to be submitted.
3. An area map and site plan from a certified Illinois licensed Engineer.
4. List of the names, current property tax addresses and property tax PIN numbers of property owners located within two-hundred feet and fifty (250') of the property.
5. A Decommissioning plan including:
  - A. Process details and cost estimate of decommission.
  - B. Anticipated life expectancy of the Solar Farm.
  - C. Method of insuring funds will be available for decommissioning and restoration of the project site to its original, natural condition prior to the solar farm construction.
    1. This includes a proposed schedule of payments to be deposited into an escrow account, on a minimum of a yearly basis, held by Montgomery County as assurance for available decommissioning funds.
  - D. The cost estimate of decommissioning will be reviewed every five (5) years, by the County's chosen Independent Engineer, and revised if necessary, at the Developers expense. The review and revised plan shall be sent to the Montgomery County Coordinating Office for Board review. If necessary, provisions will be made to the escrow account balance for the decommissioning of the Solar Garden or Solar Farm.

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

I/We the undersigned, agree that the information herein and attached is true. I/We, the undersigned, 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](mailto:cbadmins@montgomerycountyil.gov)  
Phone: 217-532-9577

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

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

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

Check One:

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

Property No.: \_\_\_\_\_ Notification No.: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Current Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Road Name Driveway: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Alternate No.: \_\_\_\_\_

Type of Construction: Commercial \_\_\_ Home \_\_\_ Out Building \_\_\_ Other: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Cost Estimate: \_\_\_\_\_ Size \_\_\_\_\_ Bathroom \_\_\_\_\_ Basement \_\_\_\_\_  
Central Air \_\_\_\_\_ Garage \_\_\_\_\_ Porches \_\_\_\_\_

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

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

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

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

APPENDIX C

**MONTGOMERY COUNTY SOLAR OPERATING PERMIT**

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

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

Date: \_\_\_\_\_  Approved  Disapproved

Operating Permit Number \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

DO NOT WRITE ABOVE THIS LINE

**Property Information:**

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: IL Zip: \_\_\_\_\_

Legal Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:**

**Project Name:**

\_\_\_\_\_

Contact Name and Title:  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Land Owner Name(s) if different from Company Name:**  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Conditions of Permit:**

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

23084

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2025-09

**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. #1278 Prange Avenue	Walshville Road District	50 %	\$6,000.00
	Montgomery County	50 %	\$6,000.00
TOTAL =		100 %	\$ 12,000.00

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

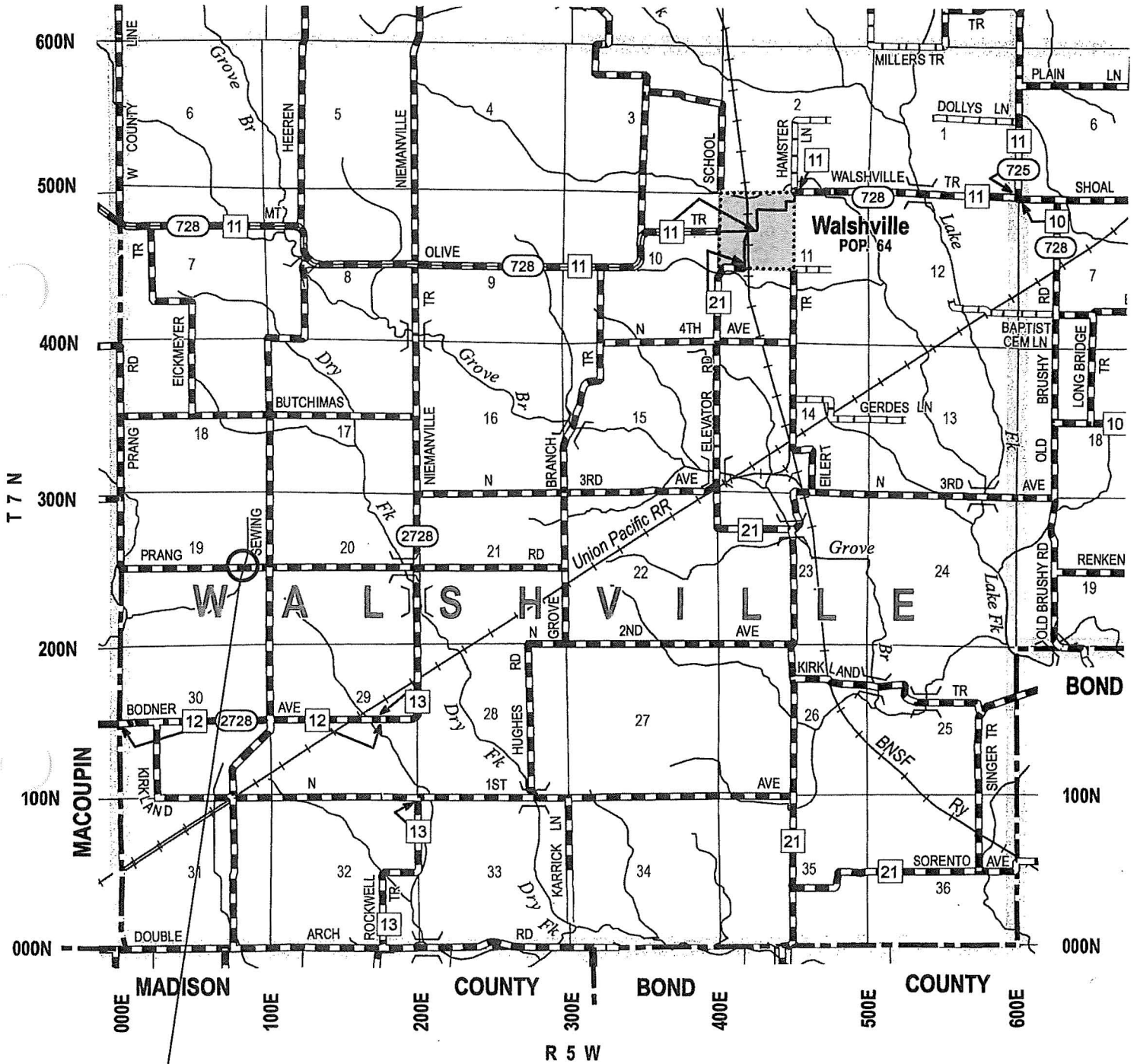
Approved and adopted by the Montgomery County Board this 14th day of October, 2025.

  
SANDY LEITHEISER, COUNTY CLERK



23085

# MCHD Proj. #1278 50/50 Culvert Replacement Walshville Township



Proposed 42"ERS x 34' Polycoated Pipe Culvert



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:

HARVEL TOWNSHIP

PERMANENT PARCEL NUMBER: 04-33-402-002

As described in certificate(s) : 2021-00093 sold October 2022


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, Harold Cantrall Jr., 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 14<sup>th</sup> day of October, 2025

ATTEST:  
  
CLERK

  
COUNTY BOARD CHAIRMAN  
Vice



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: 16-11-203-004

As described in certificates(s) : 2021-00115 sold October 2022

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, Cheryl Arthur, has bid \$2,838.25 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 \$2,062.69 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 \$2,838.25.

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 \$2,062.69 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 14<sup>th</sup> day of October, 2025

ATTEST:  
Sandy Peterson  
CLERK

Patty Whitworth  
COUNTY BOARD CHAIRMAN  
Vice



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: 17-35-328-004

As described in certificate(s) : 2019-00031 sold October 2020

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, 4FORTY SOLUTIONS, LLC, STONEBRIDGE JOUXMEN GROUP LLC, has bid \$1,423.52 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 \$885.52 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 \$1,423.52.

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 \$885.52 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 14<sup>th</sup> day of October, 2025

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN  
VICE



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:

FILLMORE CONSLDTD TOWNSHIP

PERMANENT PARCEL NUMBER: 22-23-178-004

As described in certificates(s) : 2021-00065 sold October 2022

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, PHILIP MITCHELL, has bid \$1,605.00 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 \$1,067.00 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 \$1,605.00.

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 \$1,067.00 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 14<sup>th</sup> day of October, 2025

ATTEST:

*Andy Leithner*  
CLERK

*Patty Whitworth*  
COUNTY BOARD CHAIRMAN  
Vice



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: 10-36-100-011

As described in certificate(s) : 2021-00340 sold October 2022


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, DANNY EICKHOFF, has bid \$850.00 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 \$312.00 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 \$850.00.

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 \$312.00 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 14<sup>th</sup> day of October, 2025

ATTEST:  
  
CLERK

  
COUNTY BOARD CHAIRMAN  
VICE



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:

PITMAN TOWNSHIP

PERMANENT PARCEL NUMBER: 03-19-100-301

As described in certificates(s) : 2016-00335 sold October 2017

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, THE BOBBY SMITH AND CAROLYN D SMITH TRT DTD 5/03, has bid \$5,636.56 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 \$4,161.42 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 \$5,636.56.

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 \$4,161.42 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 14<sup>th</sup> day of October, 2025

ATTEST:

Andy Letterson  
CLERK

Patty Whitworth  
COUNTY BOARD CHAIRMAN  
VICE



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: 15-04-231-016

As described in certificate(s) : 2021-00388 sold October 2022

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, 4FORTY SOLUTIONS, LLC, STONEBRIDGE JOUXMEN GROUP LLC, has bid \$1,278.36 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 \$740.36 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 \$1,278.36.

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 \$740.36 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 14<sup>th</sup> day of October, 2025

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN  
VICE



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: 10-33-388-004

As described in certificates(s) : 2021-00321 sold October 2022

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, TRIPLE C HOLDINGS, has bid \$5,557.00 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 \$4,101.75 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 \$5,557.00.

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 \$4,101.75 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 14<sup>th</sup> day of October, 2025

ATTEST:  
Andy Lutz  
CLERK

Patty Whitworth  
COUNTY BOARD CHAIRMAN  
VICE



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: 16-01-204-035

As described in certificate(s) : 2012-00100 sold October 2013

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, CALEB MILLER, 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 14<sup>th</sup> day of October, 2025

ATTEST:  
Andy Patterson  
CLERK

Patty C. [Signature]  
COUNTY BOARD CHAIRMAN  
VICE



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:

AUDUBON TOWNSHIP

PERMANENT PARCEL NUMBER: 09-05-277-001

As described in certificates(s) : 2009-00083 sold November 2010

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, Kristi Campbell, has bid \$839.00 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 \$301.00 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 \$839.00.

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 \$301.00 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 14<sup>th</sup> day of October 2005

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN  
VICE



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:

IRVING TOWNSHIP

PERMANENT PARCEL NUMBER: 12-22-451-007

As described in certificates(s) : 2021-00169 sold October 2022

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 Isaacs, Eli Isaacs, has bid \$3,013.00 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 \$2,193.75 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 \$3,013.00.

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 \$2,193.75 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 14<sup>th</sup> day of October, 2025

ATTEST:

*Sandy Johnson*  
CLERK

*Patty Whitworth*  
COUNTY BOARD CHAIRMAN  
VICE



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: 15-04-207-019

As described in certificates(s) : 2021-00380 sold October 2022

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, Christopher Bates, has bid \$1,575.00 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 \$1,037.00 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 \$1,575.00.

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 \$1,037.00 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 14<sup>th</sup> day of October, 2025

ATTEST:

*Andy Leithers*  
CLERK

*Patty Whitworth*  
COUNTY BOARD CHAIRMAN  
VICE



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: 17-35-384-003

As described in certificates(s) : 2020-00041 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, Nikolas W Kunz & Mindi J Kunz, 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 14<sup>th</sup> day of October, 2025

ATTEST:

*Andy Leithner*  
CLERK

*Betty Whitworth*  
~~COUNTY BOARD CHAIRMAN~~  
VICE



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: 20-24-452-014

As described in certificate(s) : 2021-00079 sold October 2022

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 Isaacs, has bid \$3,317.00 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 \$2,421.75 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 \$3,317.00.

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 \$2,421.75 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 14<sup>th</sup> day of October, 2025

ATTEST:

*Andy Peterson*  
CLERK

*Patty Whitworth*  
COUNTY BOARD CHAIRMAN  
VICE



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:

RAYMOND TOWNSHIP

PERMANENT PARCEL NUMBER: 06-18-100-018

As described in certificate(s) : 2021-00361 sold October 2022

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, Poggenphol 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 14<sup>th</sup> day of October, 2015

ATTEST:

*Andy Lutz*  
CLERK

*Patty Whitworth*  
COUNTY BOARD CHAIRMAN  
VICE



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: 20-22-335-018

As described in certificate(s) : 2009-00313 sold November 2010

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, FATMIR DZABIRI, 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 14<sup>th</sup> day of October, 2025

ATTEST:

Andy Litzewski  
CLERK

Patty Whitworth  
COUNTY BOARD CHAIRMAN  
VICE



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 LOTS IN VAN BURENSBURG 7-2-485 S23 T00 R2

PERMANENT PARCEL NUMBER: 22-23-178-003

As described in certificate(s): 2021-00064 sold on October 24, 2022

Commonly known as: 22225 ILLINOIS ROUTE 185

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.

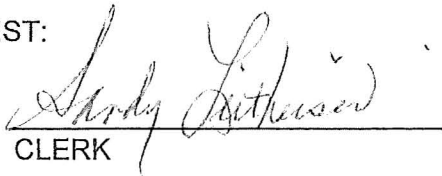
WHEREAS, Conway Mc Elroy, has paid \$1,376.68 for the full amount of taxes involved and a request for reconveyance has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$778.41 as a return for its Certificate(s) of Purchase. The County 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 \$778.41 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 14<sup>th</sup> day of October, 2025.

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN  
VICE

23/03

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF MONTGOMERY, Illinois, a local unit of government, (hereinafter referred to as "MONTGOMERY COUNTY") and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as "KANE COUNTY") both organized and existing under the laws of the State of Illinois;

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, the COUNTY OF MONTGOMERY and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF MONTGOMERY and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KANE and the COUNTY OF MONTGOMERY are authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF MONTGOMERY is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES STAFF (hereinafter, referenced as "AUTHORIZED MONTGOMERY COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF MONTGOMERY may expend tax receipts for detention services pursuant to an agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
2. The AGREEMENT is a three-year agreement commencing on September 1, 2025 and will continue to September 1, 2028.

### 3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of MONTGOMERY COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures, the Illinois Juvenile Court Act, Administrative Office of Illinois Court (AOIC), Illinois Department of Juvenile Justice (IDJJ) and Prison Rape Elimination Act (PREA) Standards. This includes NOT detaining status offenders and/or contempt of court offenders whose detention originates from status offenses in accordance with the Juvenile Court Act.

3.2 It is agreed that MONTGOMERY COUNTY shall utilize the AOIC Statewide Screening Instrument to authorize detainment. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.3 In the event that a MONTGOMERY County juvenile offender presents with a mental health or medical condition that requires specialized inpatient treatment, in line with AOIC standards, KANE COUNTY shall refuse intake for the minor until the minor is determined to be stabilized by a qualified mental health or medical professional, and whose aftercare or follow-up treatment is appropriate for detention in a juvenile facility, as more fully addressed in Section 7.4 in this Agreement.

### 4. COMMUNICATION BETWEEN KANE AND MONTGOMERY COUNTY

4.1 Prior to admission, an AUTHORIZED MONTGOMERY COUNTY OFFICIAL shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information:

- (a) A court order or a warrant authorizing the detention of the minor.
- (b) All health care and mental health information shall be provided to KANE COUNTY medical and mental health personnel in keeping with all applicable regulations and statutes.
- (c) Contact information for the detained minor's parent(s) and/or guardian(s).
- (d) Any information regarding the juvenile in custody, pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate medical and/or mental health care issues).
- (e) Information regarding the date, time, and place of the detained minor's next court hearing.

(f) Date and time of detention hearing, and whether the hearing will be in person (including name of transporting agency) or virtual.

4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and MONTGOMERY County:

(a) KANE COUNTY shall provide MONTGOMERY COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by MONTGOMERY COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center; assaultive behavior by or toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; any incidents involving the minor which result in the filing of a police report or placement of the minor on behavior stabilization programming.

(b) In the case of the escape or attempted escape of an MONTGOMERY COUNTY minor confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and MONTGOMERY County promptly by telephone, so they may use all reasonable means to recapture the minor. The escape of an MONTGOMERY COUNTY minor must be reported immediately by telephone to the Sheriff of MONTGOMERY County. The date of such escape and the return to custody must be reported in writing to the Sheriff of MONTGOMERY County within forty-eight (48) hours of said escape.

(c) MONTGOMERY COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by MONTGOMERY COUNTY.

(d) MONTGOMERY COUNTY shall provide KANE COUNTY with any subsequent information regarding the juvenile in custody, including serious mental health concerns or behaviors that could pose a risk to staff or other detained minors.

5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services as provided for in the Juvenile Court Act of 1987 (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the IDJJ, AOIC, and PREA Standards. Services offered to minors housed for MONTGOMERY COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

## 6. TRANSPORTATION OF MINORS

An AUTHORIZED MONTGOMERY COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of MONTGOMERY COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED MONTGOMERY COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs, IDJJ commitments, residential placement dispositions and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. For the expense and staffing of such trip, MONTGOMERY COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e. tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$100; if the transport occurs on a holiday, the rate will be \$150 per hour. MONTGOMERY COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED MONTGOMERY COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

## 7. HEALTH CARE SERVICES

7.1 KANE COUNTY shall provide basic health care services as outlined by IDJJ and AOIC standards. In accordance with AOIC standards, all residents will receive a physical examination within seven (7) days if they return from their detention/bond hearing.

7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center and this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any prescribed medications. With the assistance of MONTGOMERY COUNTY, KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, MONTGOMERY COUNTY shall be responsible and bear any and all expenses arising from any prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. As between KANE COUNTY and MONTGOMERY COUNTY, MONTGOMERY COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills but shall retain any rights it may have to seek reimbursement from the minor, the minor's parent(s)/guardians(s), any insurance carrier, or any other responsible party.

7.3 In the event a minor detained for MONTGOMERY COUNTY is admitted for hospitalization for emergency health care services, KANE COUNTY will immediately notify MONTGOMERY COUNTY Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Fourth Judicial Circuit). MONTGOMERY COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e.,

tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$100; if the transport occurs on a holiday, the rate will be \$150 per hour as more fully addressed in Section 8 in this Agreement.

7.4 The parties agree that the intent of juvenile detention is to house delinquent minors pending court proceedings; it is not to be used in lieu of treatment for minors in need of mental health treatment such as psychological services or specialized medical care. Minors who require mental health treatment at a level of care higher than an outpatient setting are not appropriate for detention. These minors will need to obtain the proper treatment in the appropriate medical or mental health care facility and be medically and/or psychologically stable before they are accepted for detention. Should a minor be deemed in need of inpatient mental health care services, specialized medical care or in need of services outside the scope of juvenile detention, as determined by a Licensed Practitioner of the Healing Arts with a valid clinical license in the state of Illinois, Kane County will require that the minor be removed from the facility within 72 hours, with all costs of transportation assumed by MONTGOMERY County. Should the minor not be removed within 72 hours, MONTGOMERY County agrees to pay a per diem rate of \$500/day in consideration for increased level of care required for the subject minor.

## 8. FEES AND PAYMENT

8.1 As consideration for the foregoing, MONTGOMERY COUNTY agrees to provide compensation to KANE COUNTY for the following detention services:

- (a) Per diem fee: The amount of \$225.00 per day, per minor, for occupied detention beds. KANE COUNTY shall provide an invoice to MONTGOMERY COUNTY by the tenth day of the month reflecting services provided during the previous month. MONTGOMERY COUNTY shall remit payment within 60 days after receipt of such invoice.
- (b) Transport fees: Any out-of-building transport provided by KANE COUNTY for MONTGOMERY COUNTY will be in the amount of \$100 per hour; if the transport occurs on a holiday, the rate will be \$150 per hour. Transport to IDJJ will require a flat rate of \$100.
- (c) Medical fees: MONTGOMERY COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications.

## 9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of MONTGOMERY COUNTY's own choosing, and hold harmless MONTGOMERY COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any MONTGOMERY COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any

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practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any MONTGOMERY COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

MONTGOMERY COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by MONTGOMERY COUNTY or suits brought by, or on behalf of, any MONTGOMERY COUNTY minor housed pursuant to this Agreement, arising out of any practice, policy, rule, regulation, act or omission of MONTGOMERY COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any MONTGOMERY COUNTY minor while in the custody of MONTGOMERY COUNTY, to the fullest extent authorized by law.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of MONTGOMERY COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of MONTGOMERY as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of MONTGOMERY upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$1 million with excess coverage of \$20 million is acceptable if KANE COUNTY self-insures.

9.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.

10. EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective on September 1, 2025. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.

11. **APPLICABLE LAW:** This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Sixteenth Judicial Circuit, State of Illinois.
12. **FINAL AGREEMENT OF PARTIES:** This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.
13. **NOTICES:** Any Notice given pursuant to a preceding Section of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to MONTGOMERY COUNTY, any notice shall also be sent to MONTGOMERY County State's Attorney, 120 N. Main Street, Hillsboro, IL 62049. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4<sup>th</sup> Floor, Geneva, IL 60134.
14. **AUTHORIZATION:** MONTGOMERY COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of MONTGOMERY COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
15. **SEVERABILITY CLAUSE:** If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.
16. **RULES AND REGULATIONS:** It is agreed by and between the parties hereto that MONTGOMERY COUNTY minor confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the MONTGOMERY COUNTY Jail.
17. **NON-DISCRIMINATION:** KANE COUNTY agrees that no MONTGOMERY COUNTY minor confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.
18. **PREA Compliance:** As of the date of execution of this AGREEMENT, the KANE COUNTY Juvenile Justice Center Superintendent has adopted and the KANE COUNTY Juvenile Justice Center is in substantial compliance with the national

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standards to prevent, detect, and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (PREA) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.

19. EXECUTION: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.


IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of MONTGOMERY COUNTY and the KANE COUNTY.

KANE COUNTY

  
\_\_\_\_\_  
Chairman, Kane County Board  
719 S. Batavia Avenue  
Geneva, Illinois 60134

Date: 9/23/25

MONTGOMERY COUNTY

  
\_\_\_\_\_  
Chairman, MONTGOMERY County Board  
120 N. Main Street  
Hillsboro, IL 62049

Date: 11/12/25



Resolution Appropriating Funds for the Payment of the County Engineer's Salary

Does the County participate in the County Engineer's Salary Reimbursement Program? [X] Yes [ ] No

Resolution No 2025-10 Section No 26-00000-00-CS STP Section No

WHEREAS, the County Board of Montgomery County has adopted a resolution establishing the salary of the County Engineer to be 101.5% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Montgomery County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Board that there is hereby appropriated the sum of One Hundred Thirty Seven Thousand Five Hundred Forty Six Dollars (\$137,546.00) from the County's

Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's salary from 12/01/25 to 11/30/26 and, beginning date ending date

BE IT FURTHER RESOLVED, that the Montgomery County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Sixty Eight Thousand Seven Hundred Seventy Three Dollars

(\$68,773.00) of Federal Surface Transportation Program funds allocated to Montgomery County to the Department of Transportation in return for an equal amount of State funds; and

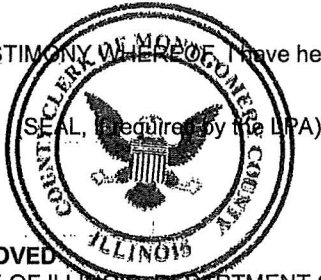
BE IT FURTHER RESOLVED, by the Montgomery County Board that there is hereby appropriated the sum of Zero Dollars (\$0.00) from the County's

Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's expenses from 12/01/25 to 11/30/26 beginning date ending date

I Sandy Leitheiser County Clerk in and for said County of Montgomery in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by the County Board of Montgomery at a meeting held on 11/12/25

I certify that the correct TIN/FEIN number for Montgomery County is 376001661 Legal Status: Governmental. TIN/FEIN Number

IN TESTIMONY WHEREOF I have hereunto set my hand and seal this 12th day of November, 2025



Clerk Signature & Date Sandy Leitheiser 11/12/25

APPROVED STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION For resolutions involving a transfer of STR funds:

Omer Osman, P.E. Secretary of Transportation Signature & Date

BY: George A. Tapas, P.E., S.E. Engineer of Local Roads & Streets Signature & Date

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

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LPA NAME	Section No	STP Section No
Montgomery County	26-00000-00-CS	
<b>For IDOT Use Only</b>		
Dates of the existing agreement between IDOT and County _____ to _____		
	Beginning	Ending
Dates of the new agreement between IDOT and County _____ to _____		
	Beginning	Ending



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: 20-22-333-015

As described in certificates(s) : 2018-00082 sold October 2019

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, FATMIR DZABIRI, 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 12<sup>th</sup> day of November, 2025

ATTEST:

Sandy Luthers  
CLERK

[Signature]  
COUNTY BOARD CHAIRMAN

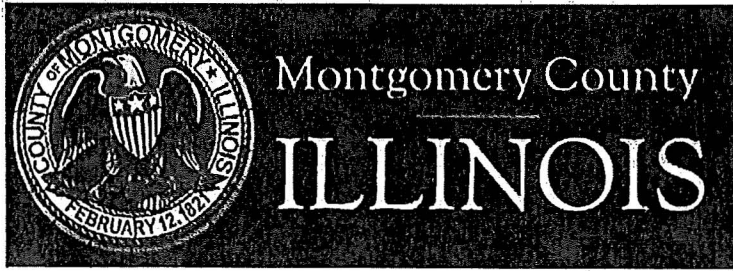
23/114

11-25-001



Parcel ID	20-22-333-015	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY TRUSTEE
Sec/Twp/Rng	n/a	Class	0030		1 COURTHOUSE SQ
Property Address	SPRUCE ST	Acreage	n/a		RM 101
	Panama IL 62077				HILLSBORO IL 62049
District	06004				
Brief Tax Description	LOTS 322 & 323 & S 72 FT E 11 FT LOT 321 BLK 21 PANAMAS 1ST ADD				
	(Note: Not to be used on legal documents)				

23115



Training Repayment Agreement

I understand and agree should I be hired as a \_\_\_\_\_ for  
Montgomery County, I will remain in employment of the County, as  
\_\_\_\_\_ for a minimum of thirty-six (36) months from the date of hire  
and if I resign before the expiration of the thirty-six (36) months I will reimburse the County for any and all  
costs incurred as enumerated in the section below:

- a. If resignation is prior to twenty-four (24) months having lapsed from the date of hire I will be responsible for 100% of the costs incurred.
- b. If resignation occurs prior to the time of thirty-six (36) months, but more than twenty-four (24) months I will be responsible for 50% of the cost incurred.

Schedule of Costs to be incurred by the County;

- a. Administration of physical and written examinations.
- b. Interviews
- c. Background Investigations
- d. Medical / drug screens and other employment related examinations.
- e. Uniforms and equipment issued by the County.
- f. Salary paid during field training sessions and police training, if applicable.

I also agree that the County shall retain any money from my paycheck, including, but not limited to, payment for any available paid time off to satisfy, either in full or in part, payment of the costs enumerated in the section above.

Applicant Signature: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me:

Notary: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

23/16



Hurst-Rosche, Inc  
Jeremy Connor, PE  
President

December 1, 2025

Mr. Mike Plunkett  
County Board Administrator  
Montgomery County  
#1 Courthouse Square,  
2nd Floor - Room 202  
Hillsboro, IL 6204

RE: Montgomery County Solar Review  
Dusitn Ellinger – PIN 10-36-300-013 & 15-02-200-029  
Summit Ridge Energy  
Montgomery County, Illinois

Dear Mr. Plunkett:

As requested, Hurst-Rosche, Inc. proposes to complete the independent review for Dusitn Ellinger – PIN 10-36-300-013 & 15-02-200-029, IL State Route 16, Litchfield, IL 62056 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 on 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.  
President

Justin Goodwin, PE  
Vice President

Michael Emken, PE  
Vice President

JJC:  
Enclosure

**ACCEPTED BY:**

1400 E. Tremont St.  
Hillsboro, IL 62049  
217.532.3959 (Office)  
217.532.3212 (Fax)

  
Signature

12/1/25  
Date

www.hurst-rosche.com

23/17

## 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.



23/18

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
6	Montgomery	2026-01	Original	26-00000-00-GM

BE IT RESOLVED, by the Board of the County of Montgomery Illinois that there is hereby appropriated the sum of \_\_\_\_\_

One Million Two Hundred Thousand Dollars ( \$1,200,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/26 to 12/31/26.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Montgomery shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

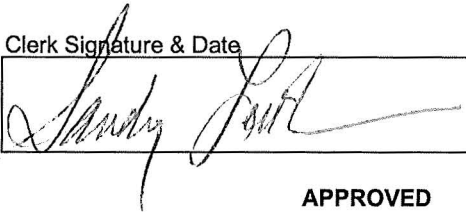
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Sandy Leitheiser County Clerk in and for said County of Montgomery in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Montgomery at a meeting held on 12/09/25.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of December, 2025.

(SEAL, if required by the LPA)

Clerk Signature & Date  
 12/9/25  
**APPROVED**



Regional Engineer Signature & Date  
 Department of Transportation  
 \_\_\_\_\_



23/19

Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District  Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period Beginning	Maintenance Period Ending
Montgomery County	Montgomery	26-00000-00-GM	01/01/26	12/31/26

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1) Bit. Surface Treatment	III		MC-30 applied on roads	Gal.	100	\$4.80	\$480.00	
			HFE-150/HFRS-2 applied on roads	Gal.	50,000	\$3.05	\$152,500.00	
			HFE-300 applied on roads	Gal.	20,000	\$3.15	\$63,000.00	
			MC-250/800/3000 applied on roads	Gal.	100	\$4.80	\$480.00	
			SC-250/800/3000 applied on roads	Gal.	100	\$4.35	\$435.00	
			CA/CM15 FOB Trucks at Source	Ton	1,000	\$22.25	\$22,250.00	
			CA15 Furn. & Delivered	Ton	1,000	\$25.50	\$25,500.00	
			CA/CM13 Slag Furn. & Delivered	Ton	4,000	\$36.00	\$144,000.00	
								\$408,645.00
2) Pavement Patching	III		CA15/16 Chipmix FOB Trucks at Source	Ton	150	\$101.50	\$15,225.00	
			CA7 Mix FOB Trucks at Source	Ton	150	\$93.00	\$13,950.00	
			UPM Cold Mix Liquid Blend	Lb	35,000	\$0.75	\$26,250.00	
			UPM Cold Mix Pugmill Charge	Ea	1	\$2,000.00	\$2,000.00	
			CM16 Furn. & Delivered	Ton	300	\$25.50	\$7,650.00	
								\$65,075.00
3) Subbase Repair	III		CA/CM7 (A Quality) Furn. & Delivered	Ton	3,000	\$27.00	\$81,000.00	
			CA/CM7 (A Quality) FOB Trucks at Source	Ton	1,000	\$22.25	\$22,250.00	
								\$103,250.00
4) Agg. Surface Course/Shoulders	III		CA/CM6 (Type B) Furn. and Delivered	Ton	2,000	\$19.50	\$39,000.00	
			CA/CM6 (Type B) FOB Trucks at Source	Ton	1,000	\$18.50	\$18,500.00	
								\$57,500.00
5) Erosion Control	III		RR1 FOB Trucks at Source	Ton	100	\$21.00	\$2,100.00	
			RR3 FOB Trucks at Source	Ton	100	\$26.00	\$2,600.00	
			RR4 FOB Trucks at Source	Ton	100	\$37.50	\$3,750.00	
			RR5 FOB Trucks at Source	Ton	100	\$37.50	\$3,750.00	
								\$12,200.00

23120

**Estimate of Maintenance Costs**

Submittal Type **Original**

Local Public Agency		County		Section		Maintenance Period	
Beginning		Ending					
Montgomery County		Montgomery		26-00000-00-GM		01/01/26	12/31/26
6) Crack Sealing	III	HFE-150/300 FOB at Source	Gal.	1,000	\$3.15	\$3,150.00	
		FA6 FOB Trucks at Source	Ton	100	\$12.00	\$1,200.00	
							\$4,350.00
7) Snow and Ice Control	III	Rock Salt Furn. & Delivered	Ton	350	\$85.00	\$29,750.00	
		FA1 FOB Trucks at Source	Ton	200	\$12.00	\$2,400.00	
		FM22 Furn. & Delivered	Ton	200	\$22.00	\$4,400.00	
							\$36,550.00
8) Pavement Striping	IIA	Perm. Pvmt Mark - Line 4"	Ft	110,000	\$0.20	\$22,000.00	\$22,000.00
9) Traffic Signs	IIA	MUTCD Sign	Ea	150	\$40.00	\$6,000.00	
		Sign Post/Hardware	Ea	200	\$50.00	\$10,000.00	
							\$16,000.00
<b>Total Operation Cost</b>							<b>\$725,570.00</b>

**Estimate of Maintenance Costs Summary**

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$200,000.00			\$200,000.00
Local Public Agency Equipment	\$200,000.00			\$200,000.00
Materials/Contracts(Non Bid Items)	\$66,250.00			\$66,250.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$659,320.00			\$659,320.00
Formal Contract (Bid Items)				
<b>Maintenance Total</b>	<b>\$1,125,570.00</b>			<b>\$1,125,570.00</b>

**Estimated Maintenance Eng Costs Summary**

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering	\$30,000.00			\$30,000.00
<b>Maintenance Engineering Total</b>	<b>\$30,000.00</b>			<b>\$30,000.00</b>
<b>Total Estimated Maintenance</b>	<b>\$1,155,570.00</b>			<b>\$1,155,570.00</b>

Remarks

**SUBMITTED**

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date


12-9-25

**APPROVED**

Regional Engineer Signature & Date  
Department of Transportation



23 | 121

**PLAT VACATION RECORDATION STATEMENT  
MONTGOMERY COUNTY, ILLINOIS**

202500003710  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
12/10/2025 08:13 AM  
DT0229 0.00  
RHSP Surcharge  
Page Count: 7

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mary A. Arendt, Trustee of the Avis S. Hart Trust, Carl P. Marten and Marlene J. Marten, Co-Trustees of the Carl P. Marten Revocable Living Trust and Carl P. Marten and Marlene J. Marten, Co-Trustees of the Marlene J. Marten Revocable Living Trust are two-thirds (2/3) owners of all that property within the following named subdivision plat or portion thereof; and

WHEREAS, it is the desire of such landowners that such plat or portion thereof be vacated; and

WHEREAS, the rights of other adjacent landowners, utility companies, Montgomery County and the public at large will not be injuriously affected.

WHEREAS, the vacation of said plat or portion thereof was approved by the Montgomery County Board at their regular meeting on 12/9, 2025, pursuant to Ch. 55 ILCS 5/5-1036.

NOW THEREFORE the landowners do hereby vacate the following named plat or portion thereof as presently shown in the 1912 Land Atlas in the records of the Montgomery County Clerk and Recorders Office.

PLAT NAME: Town of Zanesville, formerly known as Leesburg

PORTION THEREOF: Lots 1 – 25 and all streets and alleys contained within the following described area:

SEE LEGAL DESCRIPTION INCLUDED IN ATTACHED VACATION PLAT

LANDOWNERS:

Mary A. Arendt

MARY A. ARENDT, Trustee of the Avis S. Hart Trust

X Carl P. Marten

CARL P. MARTEN, Co-Trustee of the Carl P. Marten

Revocable Living Trust

Marlene J. Marten

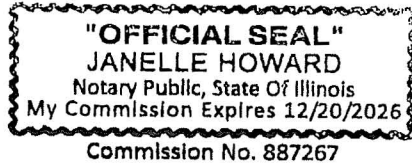
MARLENE J. MARTEN, Co-Trustee of the Marlene J. Marten

Revocable Living Trust

23/22

**NOTARIZATION**

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Lake )



The foregoing instrument was acknowledged before me by Mary A. Arendt this 5<sup>th</sup> day of Dec, 2025.

*Janelle Howard*  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF MONTGOMERY )

The foregoing instrument was acknowledged before me by Carl P. Marten and Marlene J. Marten this 8<sup>th</sup> day of December, 2025.



*Mary Gail McFarland*  
Notary Public

**CERTIFICATE OF APPROVAL – MONTGOMERY COUNTY BOARD**

The foregoing instrument of vacation is hereby approved.

Date: 12/9/2025

MONTGOMERY COUNTY BOARD  
MONTGOMERY COUNTY, ILLINOIS

BY: *[Signature]*  
BOARD CHAIRMAN

**CERTIFICATE OF APPROVAL – ZANESVILLE TOWNSHIP**

The foregoing instrument of vacation is hereby approved.

Date: 12-8-2025

BY: *Dan T. Roubell*  
ZANESVILLE TOWNSHIP  
HIGHWAY COMMISSIONER

23/23

**CERTIFICATE OF APPROVAL – MONTGOMERY COUNTY ENGINEER/  
SUPERINTENDENT OF HIGHWAYS**

The foregoing instrument of vacation is hereby approved.

Date: 12/9/2025

BY: 

MONTGOMERY COUNTY ENGINEER/  
SUPERINTENDENT OF HIGHWAYS

23/24

PETITION TO VACATE

TO THE COUNTY BOARD OF MONTGOMERY COUNTY, ILLINOIS:

**SUBJECT:**

The Vacation of All Lots, Streets, and Alleys in the Town of Zanesville (Originally Leesburg) lying within the following boundary (see Vacation Plat attached):

LEGAL DESCRIPTION INCLUDED IN ATTACHED VACATION PLAT

**REASON FOR REQUEST:**

The property has been occupied and used as one contiguous piece of property for agricultural purposes for many years. All the platted streets and alleys have remained unopened. It is requested that the lots, streets, and alleys within the herein described boundary be vacated so that the property may remain one "unencumbered" contiguous tract of land for future use and conveyance.

The following property owners represent a minimum of two-thirds (2/3) of the property owners included in the above-described property:

PRINT NAME

PRINT ADDRESS

Mary A. Arendt, Trustee of the Avis S. Hart Trust, 417 Catalpa Lane, Libertyville, IL 60048

Carl P. Marten and Marlene J. Marten, Co-Trustees of the Carl P. Marten Revocable Living Trust dated April 26, 2021, 22353 W. Frontage Rd., Raymond, IL 62560 – an undivided one-half interest in the above-described real estate

Carl P. Marten and Marlene J. Marten, Co-Trustees of the Marlene J. Marten Revocable Living Trust dated April 26, 2021, 22353 W. Frontage Rd., Raymond, IL 62560 – an undivided one-half interest in the above-described real estate

23/25

SIGNATURES:

Mary Arendt

REVOCABLE TRUST DATED APRIL 26, 2021 (04/26/21)

Mary A. Arendt, Trustee of the Avis S. Hart Trust

Carl Marten

REVOCABLE TRUST DATED APRIL 26, 2021 (04/26/21)

Carl P. Marten, Co-Trustee of the Carl P. Marten Revocable Living Trust dated April 26, 2021 and Marlene J. Marten Revocable Living Trust dated April 26, 2021

Marlene Marten

REVOCABLE TRUST DATED APRIL 26, 2021 (04/26/21)

Marlene J. Marten, Co-Trustee of the Carl P. Marten Revocable Living Trust dated April 26, 2021 and Marlene J. Marten Revocable Living Trust dated April 26, 2021

Persons lodging this petition:

Mary A. Arendt	Carl P. Marten	Marlene J. Marten
417 Catalpa Lane	22353 W. Frontage Rd.	22353 W. Frontage Rd.
Libertyville, IL 60048	Raymond, IL 62560	Raymond, IL 62560



DocId:8025805  
Tx:4020898

23126

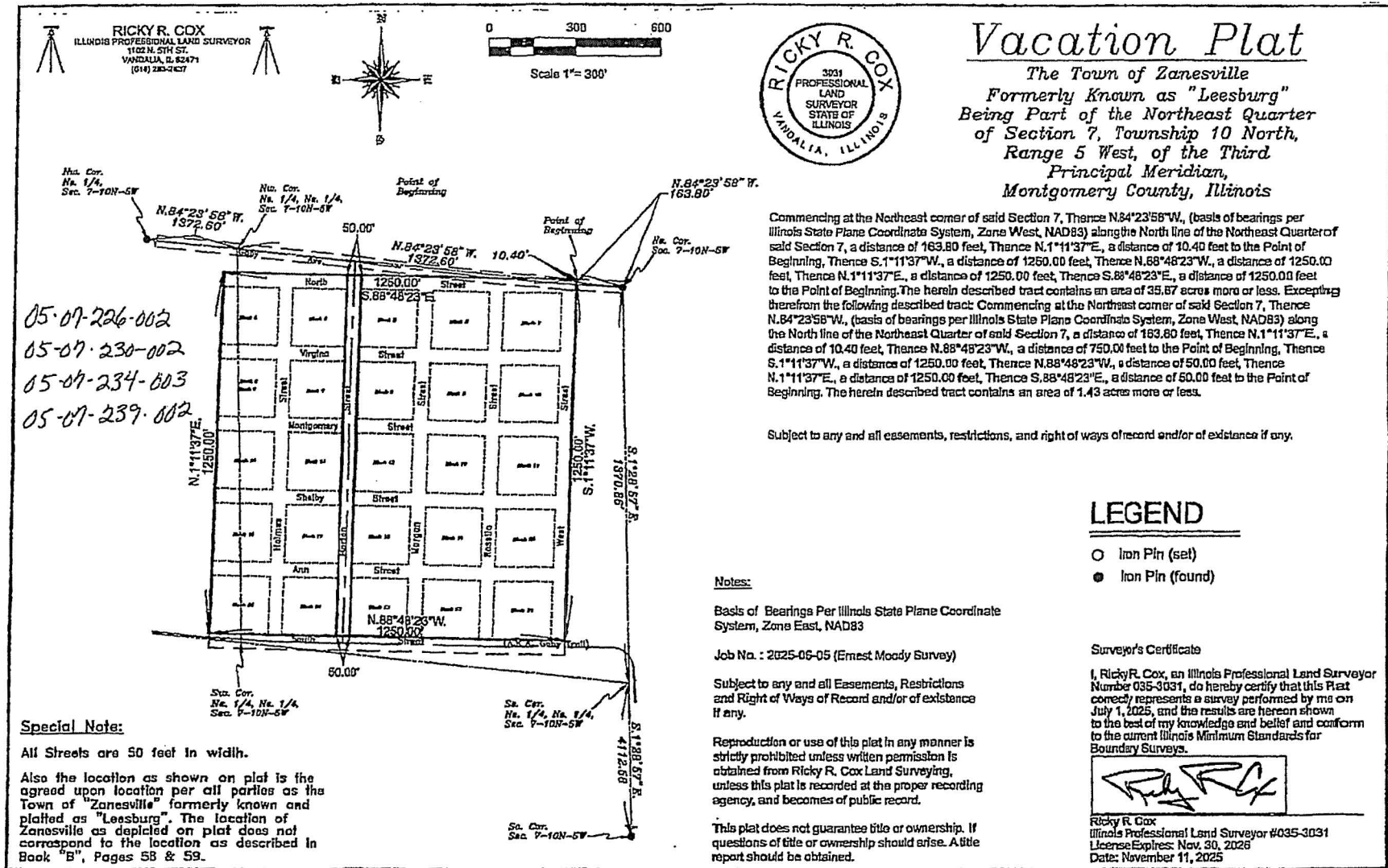
20250003410  
Filed for Record in  
MONTGOMERY COUNTY, IL  
SANDY LEITHEISER  
11/13/2025 01:12 PM  
DT0224 97.00  
RHSP Surcharge 18.00  
Page Count: 2

# Vacation Plat

Part of NE ¼

Section 7, Township 10, Range 5

**\*PAGE FOR RECORDING PURPOSES ONLY**



05-07-226-002  
 05-07-230-002  
 05-07-234-003  
 05-07-239-002

**Special Note:**  
 All Streets are 50 feet in width.  
 Also the location as shown on plat is the agreed upon location per all parties as the Town of "Zanesville" formerly known and platted as "Leesburg". The location of Zanesville as depicted on plat does not correspond to the location as described in Book "B", Pages 58 & 59.

# Vacation Plat

The Town of Zanesville  
 Formerly Known as "Leesburg"  
 Being Part of the Northeast Quarter  
 of Section 7, Township 10 North,  
 Range 5 West, of the Third  
 Principal Meridian,  
 Montgomery County, Illinois



Commencing at the Northeast corner of said Section 7, Thence N.84°23'58"W., (basis of bearings per Illinois State Plane Coordinate System, Zone West, NAD83) along the North line of the Northeast Quarter of said Section 7, a distance of 163.80 feet, Thence N.1°11'37"E., a distance of 10.40 feet to the Point of Beginning, Thence S.1°11'37"W., a distance of 1250.00 feet, Thence N.88°48'23"W., a distance of 1250.00 feet, Thence N.1°11'37"E., a distance of 1250.00 feet, Thence S.88°48'23"E., a distance of 1250.00 feet to the Point of Beginning. The herein described tract contains an area of 35.67 acres more or less. Excepting therefrom the following described tract: Commencing at the Northeast corner of said Section 7, Thence N.84°23'58"W., (basis of bearings per Illinois State Plane Coordinate System, Zone West, NAD83) along the North line of the Northeast Quarter of said Section 7, a distance of 163.80 feet, Thence N.1°11'37"E., a distance of 10.40 feet, Thence N.88°48'23"W., a distance of 750.00 feet to the Point of Beginning, Thence S.1°11'37"W., a distance of 1250.00 feet, Thence N.88°48'23"W., a distance of 50.00 feet, Thence N.1°11'37"E., a distance of 1250.00 feet, Thence S.88°48'23"E., a distance of 50.00 feet to the Point of Beginning. The herein described tract contains an area of 1.43 acres more or less.

Subject to any and all easements, restrictions, and right of ways of record and/or of existence if any.

## LEGEND

- Iron Pin (set)
- Iron Pin (found)

**Notes:**

Basis of Bearings Per Illinois State Plane Coordinate System, Zone East, NAD83

Job No. : 2025-06-05 (Ernest Moody Survey)

Subject to any and all Easements, Restrictions and Right of Ways of Record and/or of existence if any.

Reproduction or use of this plat in any manner is strictly prohibited unless written permission is obtained from Ricky R. Cox Land Surveying, unless this plat is recorded at the proper recording agency, and becomes of public record.

This plat does not guarantee title or ownership. If questions of title or ownership should arise. A title report should be obtained.

**Surveyor's Certificate**

I, Ricky R. Cox, an Illinois Professional Land Surveyor Number 035-3031, do hereby certify that this Plat correctly represents a survey performed by me on July 1, 2025, and the results are hereon shown to the best of my knowledge and belief and conform to the current Illinois Minimum Standards for Boundary Surveys.

Ricky R. Cox  
 Illinois Professional Land Surveyor #035-3031  
 License Expires: Nov. 30, 2026  
 Date: November 11, 2025

23127

PRE-APPROVED PAYMENTS PRIOR TO COUNTY BOARD  
(Revised December 2025)

23/28

ALL UTILITIES

~~AMP ENERGY REMOVE - NOT USED~~  
AMEREN ILLINOIS  
~~AMERICAN MESSAGING REMOVE - NOT USED~~  
AT&T MOBILITY  
CITY OF HILLSBORO  
CTI  
CONSOLIDATED COMMUNICATIONS  
DC WASTE & RECYCLING  
DIRECT ENERGY BUSINESS  
~~HOMEFIELD ENERGY REMOVE - NOT USED~~  
~~ILLINOIS CENTURY NETWORK REMOVE - NOT USED~~  
M & M SERVICE  
MJM ELECTRIC  
SANTANNA BENERGY SERVICES  
SPARKLIGHT  
~~TECHNOLOGY MANAGEMENT REVOLVING FUND - DEPT. OF INNOVATIVE TECHNOLOGY (DOIT)  
REMOVE - NOT USED~~  
TRAYLOR PEST CONTROL  
~~VERIZON WIRELESS REMOVE - NOT USED~~  
VILLAGE OF TAYLOR SPRINGS FOR HIGHWAY DEPARTMENT

CONTRACTUAL AND LEASE SERVICES

ADVANCED CORRECTIONAL HEALTHCARE FOR SHERIFF'S OFFICE  
GREAT AMERICA FINANCIAL SERVICES FOR STATE'S ATTORNEY

COURT ORDERED EXPENSES

ALL JUDGE SIGNED VOUCHERS 55 ILCS 5/5-3900; 710 ILCS 20/3; 705 ILCS 105/27.3a(1.1)  
ATTORNEY FEES 705 ILCS 135/10-5  
INTERPRETERS & TRANSCRIPTS  
ESCHEATS (435)

POSTAGE

~~CMRS POC/NEOPOST/NEOFUNDS REMOVE - NOT USED~~  
~~MAIL FINANCE REMOVE - NOT USED~~  
QUADIENT FINANCIAL/QUADIENT INC. ADD - LEASE ON POSTAGE METER  
UPS  
U.S. POST OFFICE

OTHER

708 BOARD AUTHORIZED VENDORS  
BBELMAN LOGISTICS, LLC FOR HIGHWAY DEPARTMENT  
BOND COUNTY HEALTH DEPARTMENT FOR TREASURER'S OFFICE  
CAPITAL ONE CREDIT CARD FOR HIGHWAY DEPARTMENT  
CASEY'S BUSINESS MASTERCARD FOR SHERIFF'S OFFICE  
CIRCUIT CLERK FUNDS 705 ILCS 105/27.3  
CORONER FUND 705 ILCS 105/27.3e  
~~COUNTY BOARD MEMORIAL FUND REMOVE - NOT USED~~  
COUNTY CLERK FUNDS 705 ILCS 105/27.3e  
ELECTION & PROCESSING JUDGES  
ELECTION POLLING PLACES RENT  
~~FKG OIL REMOVE - NOT USED~~  
GLOBAL TECHNICAL SYSTEMS, INC. (GTSI) FOR SHERIFF AND EMA OFFICES  
INFRASTRUCTURE TECHNOLOGY SOLUTIONS FOR INFORMATION SERVICES OFFICE  
LITCHFIELD BITUMINOUS CORPORATION FOR HIGHWAY DEPARTMENT  
LOUIS MARSCH FOR HIGHWAY DEPARTMENT  
JOE MEYER TRUSTEE & DELINQUENT PROPERTY MAINTENANCE FUND FOR TREASURER'S OFFICE  
MONTGOMERY COUNTY CIRCUIT CLERK 705 ILCS 105/27.3e  
MONTGOMERY COUNTY HIGHWAY FUEL BILLS

23129

OTHER (continued)

NOKOMIS QUARRY FOR HIGHWAY DEPARTMENT  
OTIS ELEVATOR FOR BUILDING AND GROUNDS DEPARTMENT  
PROBATION FUNDS 705 ILCS 105/27.3a(1.1)  
PROBST VETERINARY CLINIC FOR ANIMAL CONTROL DEPARTMENT  
PUBLIC DEFENDER FUND 705 ILCS 135/10-5  
SHERIFF FUNDS 55 ILCS 5/5-1103, 625 ILCS 5/16-104c(a)(2), 705 ILCS 105/27.3 (b-1), 625 ILCS 5/11-605.1,  
625 ILCS 5/11-501.01, 720 ILCS 550/12, 725 ILCS 150, 720 ILCS 570/505  
STATE'S ATTORNEY FUNDS 55 ILCS 5/4-2002, 730 ILCS 5/5-9-3(c), 720 ILCS 550/12, 720 ILCS 570/505  
TRANSFER AMONG COUNTY FUNDS  
TREASURER FUND 35 ILCS 200/21-330  
VETERANS ASSISTANCE COMMISSION (284)  
WARNING LITES OF SOUTHERN ILLINOIS FOR HIGHWAY DEPARTMENT

PAYROLL/SALARY/INSURANCE

BLUE CROSS BLUE SHIELD FOR TREASURER'S OFFICE  
CENTRAL LABORER'S PENSION, WELFARE & ANNUITY FUNDS  
CHARD SNYDER REMOVE - NOT USED  
DEARBORN LIFE INSURANCE FOR TREASURER'S OFFICE  
DEDUCTION CHECKS  
ILLINOIS COUNTIES RISK MANAGEMENT TRUST (ICRMT) FOR TREASURER'S OFFICE  
IDES (UNEMPLOYMENT TAX)  
ILLINOIS PUBLIC RISK FUND  
IL 501 (STATE PAYROLL TAX)  
IMRF (RETIREMENT)  
IRS-941 (FEDERAL PAYROLL TAX)  
METROPOLITAN LIFE REMOVE - NOT USED  
REIMBURSE SALARIES  
SOCIAL SECURITY

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 DECEMBER 9, 2025.

\_\_\_\_\_  
NIKKI LOHMAN  
MONTGOMERY COUNTY TREASURER

\_\_\_\_\_  
TRISH ROEMELIN  
ASSISTANT TREASURER

\_\_\_\_\_  
SANDY LEITHEISER  
MONTGOMERY COUNTY CLERK/RECORDER

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

23/30



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

- 1 County Montgomery
2 Date of county board action 12/9/2025
3 Annual salary \$72,500.00
4 Effective date of salary increase or decrease 12/01/2025
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
- [X] 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
Name: Tysha Mullen
Address: 1809 Adam St
City: Hillsboro State: IL ZIP: 62049

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 Donaldson, 12/9/2025

10 County Clerk statement and signature

State of Illinois }
Montgomery County }

I, Sandra 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.

Signature of the county clerk: Sandra Leitheiser, 12/9/2025



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

# MONTGOMERY FIRST 23131 COMMUNITY SOLAR BENEFITS AGREEMENT

This Montgomery First Community Solar Benefits Agreement, hereinafter "Agreement", a community benefits agreement, is made on and shall become effective on the date of Siting Approval (the "Effective Date") by and between County of Montgomery ("County"), State of Illinois, and the Applicant. County and Applicant are from time to time hereinafter referred to as the "Parties."

## SPECIFIC COMMUNITY BENEFITS

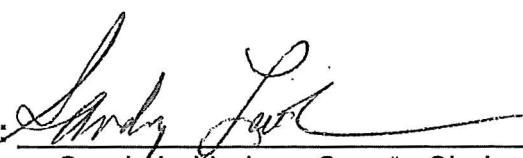
Applicant shall take the following actions as a condition to proceeding with the Solar Project, which Parties agree will provide economic benefits throughout Montgomery County. Such benefits may include but are not limited to job creation, economic development, and enhancement to the quality of life in neighboring communities.

1. **Sales Tax:** The Applicant shall act in good faith and use commercially reasonable efforts to ensure the sales and use taxes associated with the construction of the Project occur in Montgomery County. The Applicant shall also use commercially reasonable efforts to direct its contractors and subcontractors to have sales and use taxes associated with Project construction occur in Montgomery County.
2. **Local Recruitment for Employment:** The Montgomery First Community Solar Benefits agreement shall include a local bidders/suppliers preference. The developers/owners shall provide local preference for firms and individuals whose primary place of business is located within (or residing in) Montgomery County as follows:
  - a. Applicant shall use commercially reasonable efforts to advertise all contracts for construction and operation goods and services relating to the Solar Project within Montgomery County.
  - b. Project labor shall be recruited from Montgomery County using commercially reasonable efforts for work including but not limited to new construction, infrastructure, safety enhancements, repairs, site maintenance, reconfiguration, and decommissioning. This includes placement and wording of advertisements, and agreements with other labor contractors.
3. **Community Benefits Contribution:** In accordance with Project's desire to contribute to the welfare and betterment of the County and for the purpose of supporting community development in the County, and to alleviate the Project's overall administrative burden to the County, the Project shall make the following donations (as defined below):
  - a. Company shall make a donation of \$25,000 to South Central Regional Workforce Training and Innovation Center (the "donation") within 30 days of the Commercial Operation Date of the Project. "Commercial Operation Date" or "COD" shall mean the occurrence of the commencement date for commercial operation of electricity production for sale by the Project to a third-party power purchaser, offtakers, merchant buyer, spot market buyer, or other third-party purchaser (and excluding the production of any "test" energy).
  - b. The Parties acknowledge and agree that the payment of the donation by the project to the County in accordance with this agreement is not intended to and does not, in any way, hinder the discretion of the County to execute and deliver the agreement.

**GENERAL PROVISIONS**

- 4. **Applicable Law & Venue:** The Parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the Parties hereunder are subject to and governed by the laws of the State of Illinois in all respects as to interpretation, construction, operation, effect and performance. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Montgomery County, unless the Parties agree otherwise or are otherwise required by law.
- 5. **Notices:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall sufficiently be given for all purposes as follows:
  - a. **Personal Delivery:** When personal delivery to the recipient, notice is effective upon delivery.
  - b. **First Class Mail:** When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
  - c. **Certified Mail:** When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by return receipt.
  - d. **Overnight Delivery:** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective upon delivery, if delivery is confirmed by delivery service.
- 6. **Records:** The Applicant shall use commercially reasonable efforts to maintain full and accurate records with respect to all matters covered under this Agreement. Upon the County's written request, the Applicant shall promptly provide such evidence as is reasonably necessary for the County to verify the Applicant's compliance with its undertakings under this Agreement. The costs and obligations incurred or to be incurred in connection with the preparation of such reports shall be borne by the Applicant.
- 7. **Successors in Interest:** All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the Parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.
- 8. **Severability:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected unless explicitly determined by the court.
- 9. **Entire Agreement Represented:** This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect.

Signed:   
 \_\_\_\_\_  
 Doug Donaldson, Chairman

Attest:   
 \_\_\_\_\_  
 Sandy Leitheiser, County Clerk



Hurst-Rosche, Inc.  
Jeremy Connor, PE  
President

December 17, 2025

23133

Mr. Cody Greenwood, PE  
County Engineer  
Montgomery County Highway Dept.  
11159 IL Route 185  
Hillsboro, Illinois 62049

RE: Roadway Improvement  
Fillmore Township  
Montgomery County Highway Department  
Hillsboro, Montgomery County, Illinois

Dear Mr. Greenwood:

Hurst-Rosche, Inc. is pleased to present this proposal to provide engineering services related to improvements to help reduce the overtopping frequency of the roadway. The roadway section is located on N 000 St, approximately 0.5mi north of IL 185 along the Montgomery/Fayette County line in Fillmore Township.

See attached BLR 05530 for additional information. Hurst-Rosche proposes to conduct the noted Preliminary Engineering and Construction Engineering services for a lump sum fee of \$25,000.

If you are in agreement with this proposal, please sign and return four copies of BLR 05530 for further processing.

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

Sincerely,

HURST-ROSCHE, INC.

Justin Goodwin, PE

Justin Goodwin, PE  
Vice President

Michael Emken, PE  
Vice President

1400 E. Tremont St.  
Hillsboro, IL 62049  
217.532.3959 (Office)  
217.532.3212 (Fax)  
[www.hurst-rosche.com](http://www.hurst-rosche.com)



23134

**Local Public Agency  
Engineering Services Agreement**

Using Federal Funds?  Yes  No

Agreement For: **MFT PE-CE**

Agreement Type: **Original**

**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number	Job Number
Montgomery County	Montgomery	23-05122-00-PV	N/A
Project Number	Contact Name	Phone Number	Email
N/A	Cody Greenwood	(217) 532-6019	engineer@montgomerycountyil.com

**SECTION PROVISIONS**

Local Street/Road Name	Key Route	Length	Structure Number
N 000 St	024 70006 000000	1200'	N/A
Location Termini			<a href="#">Add Location</a>
From near SN 068-3250 to approximately 1200' north.			<a href="#">Remove Location</a>
Project Description			
Profile grade, ditch, and culvert adjustments to reduce the overtopping frequency of N 000 St. north of SN 068-3250.			

Engineering Funding:  MFT/TBP  State  Other

Anticipated Construction Funding:  Federal  MFT/TBP  State  Other

**AGREEMENT FOR**

Phase I - Preliminary Engineering  Phase II - Design Engineering  Phase III - Construction Engineering

**CONSULTANT**

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hurst-Rosche, Inc.	Justin Goodwin	(217) 532-3959	jgoodwin@hurst-rosche.com
Address	City	State	Zip Code
1400 E. Tremont St.	Hillsboro	IL	62049

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 (CECS) Worksheets (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 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:
  - (a) For Preliminary and/or Design Engineering: 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.
  - (b) For Construction Engineering: The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. 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 not 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. For Construction Engineering Contracts:
  - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. 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 COSTS 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. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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.
5. 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

\$25,000.00 (Maximum Fee \$40,000) (For federal funds the lump sum shall be determined using the 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.

**Field Office Overhead Rates:** Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. 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 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. The the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the 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 (e) 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.
8. 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.
9. 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.
10. 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 those 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 the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy 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) 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 project. 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.

- 11. 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.).
- 12. 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.
- 13. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provide 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.
  - (c) That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE

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shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.  
(e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hurst-Rosche, Inc.	37-0889933	\$25,000.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$25,000.00
Total for all work		\$25,000.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest:

The County of Montgomery County

By (Signature & Date)

*Sandy Luthersen* 1/13/26

By (Signature & Date)

*[Signature]* 1/13/26

Local Public Agency

Montgomery County

Local Public Agency Type

County

Clerk

Title

County Board Chairman



Executed by the ENGINEER:

Prime Consultant (Firm) Name

Hurst-Rosche, Inc.

By (Signature & Date)

*[Signature]* 12/17/25

Title

Vice President

By (Signature & Date)

*[Signature]* 12/17/25

Title

President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Empty signature box]

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc.	Montgomery	23-05122-00-PV

**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

Improvements to reduce the overtopping frequency of N 000 St, north of SN 068-3250 including:  
PE services including: supplemental topographic survey and development of PSE  
CE services including: 30-40hr/week observation, limited material testing, material verification, quantity documentation.

23141

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc.	Montgomery	23-05122-00-PV

**EXHIBIT B  
PROJECT SCHEDULE**

Construction summer of 2026

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Montgomery County	Hurst-Rosche, Inc.	Montgomery	23-05122-00-PV

**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)

**RESOLUTION BY THE MONTGOMERY COUNTY BOARD  
FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT**

**WHEREAS**, pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, et seq.), Montgomery County may purchase personal property, supplies and services joining with other governmental units; and Illinois State Statutes authorize local governments to jointly purchase supplies; and

**WHEREAS**, Montgomery County is a member of the Sourcewell cooperative purchasing program, which establishes contracts for a variety of products and services through public and competitive solicitations, and permits member governments to purchase products and services through those contracts; and

**WHEREAS**, Sourcewell Contract #032824-DAI has been publicly and competitively bid for medium & heavy-duty tandem trucks and Sourcewell has identified Daimler Trucks North America as a responsible bidder; and

**WHEREAS**, the purchase of one tandem dump truck with snow plow and tailgate spreader is included in the FY 2026 Highway Fund Budget (Fund 225); and

**WHEREAS**, it is in the best interest of Montgomery County to procure one tandem plow truck from Truck Centers, Inc. of Troy, IL as the agent for Daimler Trucks North America in accordance with Sourcewell Contract #032824-DAI; and

**WHEREAS**, as documented by the approval of this resolution, the Road and Bridge Committee has approved the Highway Department's request to procure this item specified and the committee recommends that the County Board approve procurement of the same.

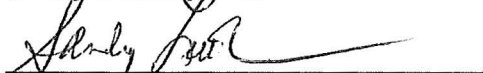
**NOW THEREFORE BE IT RESOLVED** by the Montgomery County Board that the Montgomery County Highway Department purchase the following:

- (1) – Model Year 2027 Western Star 47X Tandem Dump Truck with snow plow and tailgate spreader for an amount not to exceed \$315,000.00 through the Sourcewell Joint Purchase Program.

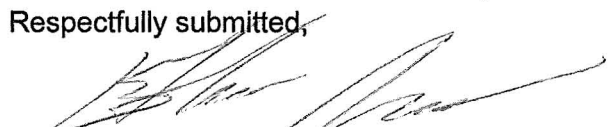
Approved and adopted by the Montgomery County Board this 13<sup>th</sup> day of January, 2026.

I, Sandy Leitheiser, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the Montgomery County Board at its monthly meeting held at Hillsboro, Illinois on this 13<sup>th</sup> day of January, 2026.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, Illinois in said County, this 13<sup>th</sup> day of January, 2026.

  
Sandy Leitheiser, Montgomery County Clerk

  
Chairman, Montgomery County Board

Respectfully submitted,  
  
Chairman, Road and Bridge Committee  
Montgomery County Board





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: 01-04-400-301

As described in certificates(s) : 2016-00018 sold October 2017

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, DUANE DAVIS, 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 13<sup>th</sup> day of January, 2026

ATTEST:  
  
CLERK

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:

BOIS DARC TOWNSHIP

PERMANENT PARCEL NUMBER: 02-20-100-301

As described in certificates(s) : 2016-00047 sold October 2017

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, ALEXANDER DEVELOPMENT AND LEASING COMPANY 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 13<sup>th</sup> day of January, 2026

ATTEST:

*Sandy Leathersen*  
CLERK

*[Signature]*  
COUNTY BOARD CHAIRMAN



Shelby County Public Transportation

Address: 301 E Main St (PO Box 62), Shelbyville, IL 62565  
Phone: (217) 273-8986 | Email: pcom@shelbycounty-il.gov

23146

ORDINANCE NUMBER

2026-1

**AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION**

IN MONTGOMERY COUNTY, ILLINOIS  
FOR FISCAL YEAR 2026  
(July 1, 2026 through June 30, 2027)

□

WHEREAS, public transportation is an essential public purpose for which public funds may be expended pursuant to **Article XIII, Section 7 of the Illinois Constitution**; and

WHEREAS, **Montgomery County** desires that public transportation be made available to its residents and that such services be provided in a manner consistent with state and federal law; and

WHEREAS, **Illinois Compiled Statutes 740 ILCS 2/2-1 et seq.** authorize counties to provide for public transportation within their respective county limits, either directly or through agreements with other units of local government; and

WHEREAS, **Shelby County** has applied for and serves as the designated **grant recipient and administering agency** for public transportation funding, including funds made available through the **Illinois Department of Transportation** and the **Federal Transit Administration Section 5311 Rural Area Formula Program**; and

WHEREAS, Montgomery County desires to participate in such public transportation program administered by Shelby County and to authorize Shelby County to apply for, execute, and administer all required grant agreements on its behalf;



Shelby County Public Transportation

23147

Address: 301 E Main St (PO Box 62), Shelbyville, IL 62565  
Phone: (217) 273-8986 | Email: pcom@shelbycounty-il.gov

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

**Section 1.**

Public transportation services are hereby authorized to be provided **within the county limits of Montgomery County, Illinois**, for the benefit of its residents.

**Section 2.**

**Shelby County** is hereby recognized and authorized as the **grant recipient and administering agency** for public transportation services provided within Montgomery County, including the administration of state and federal public transportation funds.

**Section 3.**

The **County Board Chairman of Shelby County** is hereby authorized and directed to **execute and submit, on behalf of Montgomery County**, all applications, certifications, assurances, and related documents required by the **Illinois Department of Transportation** and any applicable federal agency for the purpose of obtaining and administering public transportation funding.

**Section 4.**

The **County Board Chairman of Shelby County** is further authorized and directed to **execute and administer all grant agreements**, amendments, and related documents with the Illinois Department of Transportation necessary to carry out public transportation services within Montgomery County in compliance with applicable **state and federal laws and regulations**, including but not limited to **49 U.S.C. §5311 and 2 CFR Part 200**.



Shelby County Public Transportation

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Address: 301 E Main St (PO Box 62), Shelbyville, IL 62565  
Phone: (217) 273-8986 | Email: pcom@shelbycounty-il.gov

**Section 5.**

The **Montgomery County Clerk** shall file a certified copy of this Ordinance within sixty (60) days after its passage.

**Section 6.**

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

APPROVED by the Chairman of the **Montgomery County Board**, this 10<sup>th</sup> day of February, 2026, and deposited and filed in the office of the Montgomery County Clerk on that date.

ELECTED BOARD MEMBERS 14  
PRESENT 14  
AYE 14  
NAY 0

**Clerk of Montgomery County, Illinois**

Sandy Featherston

**Chairman of Montgomery County, Illinois**

[Signature]



## Shelby County Public Transportation

23149

Address: 301 E Main St (PO Box 62), Shelbyville, IL 62565  
Phone: (217) 273-8986 | Email: [pcom@shelbycounty-il.gov](mailto:pcom@shelbycounty-il.gov)

# Intergovernmental Agreement

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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. (...with the County of Shelby designated herein as the Primary Participant")

WHEREAS, Participants have applied for a grant pursuant to (49 U.S.C. § 5311) 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 of the 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; therefore increased opportunity of community Transit.
6. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.



Shelby County Public Transportation

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7. 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.
8. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
9. 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.
10. 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.
11. The term of this agreement shall be for the Grant Fiscal year of July 1, 2026, to June 30, 2027, and will be submitted for approval annually, including counterparts executed electronically, each of which shall be deemed original.

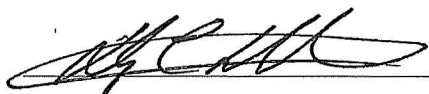
COUNTY OF SHELBY, a body politic and corporate

By: \_\_\_\_\_  
Chairperson, Shelby County Board

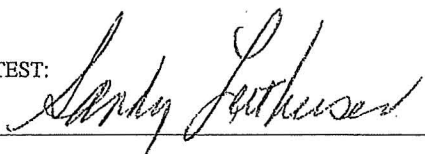
ATTEST:

\_\_\_\_\_  
Shelby County Clerk

COUNTY OF Montgomery, a body politic and corporate

By:   
Chairperson, Montgomery County Board

ATTEST:

  
\_\_\_\_\_  
Montgomery County Clerk

23151

**Andrew S. Ritchie, P.E. Emeritus**  
**Captain, Civil Engineer Corps, U. S. Navy (Retired)**

804 North Montgomery Avenue  
Litchfield, IL 62056

(217) 313.1921  
a\_s\_ritchie@msn.com

Date: 29 January 2026

To: Chairman Doug Donaldson  
Montgomery County Board Chair

Subject: Resignation from the Montgomery County Board

Dear Chairman Donaldson,

I must resign from my elected position on the Montgomery County Board effective February 27, 2026. This is the date for the closure of the sale of my home, and I will not be eligible to hold my position after that.

It is with heavy heart that I depart the County and our fine Board. Your strength of leadership has corrected the course of the County on many fronts. I wholeheartedly salute your knowledge, foresight and perseverance.

Wishing you fair winds and following seas,



Andrew S. Ritchie  
Finance and Budget Committee Chair

Copy to: Montgomery County Clerk

**FILED**  
JAN 29 2026  
*Sandy Leithuser* COUNTY CLERK

23152

**Montgomery County**

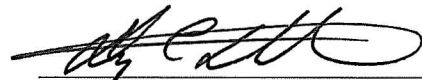
**RESOLUTION 2026-02**

**A resolution for Support of the  
Great Rivers & Routes Tourism 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 2026.

**PRESENTED, APPROVED and RESOLVED by The Montgomery County Board,  
Montgomery County, Illinois on this 10th day of February 2026.**



Doug Donaldson, Chairman  
Montgomery County Board

ATTEST:



Sandy Leitheiser, County Clerk and Recorder

23153

## Montgomery County Farm Fixed Cash Lease

**Date and names of parties.** This lease, bearing the date of February 15, 2026, is between:

Lessor(s) (Insert Landowner's exact name):

Montgomery County, Illinois, whose mailing address is #1 Courthouse Square Room 202, Hillsboro, IL 62059,

and

Lessee(s) (Insert Tenant's exact name):

Arlen & Allen Kasten (217-556-6065),

whose mailing address is 13164 Illinois Route 185, Hillsboro, IL 62049.

The parties to this lease agree to the following lease for the land and length of tenure described in Section 1.

### SECTION 1. DESCRIPTION OF RENTED LAND AND LENGTH OF TENURE

- A. Description of Land.** The Landowner (Lessor) rents and leases to the Tenant (Lessee), to occupy and to use for agricultural purposes only, the following real estate located in the County of Montgomery and the State of Illinois, and described as follows: Pts of SE ¼ and NE ¼ of Section 24, T8N R4W and Pts of NW ¼ and SW ¼ of Section 19 T8N R4W, commonly known as the Montgomery County Farm and consisting of approximately 119.9 acres, together with all buildings and improvements thereon belonging to the Lessor, except the County Farm Cemetery.
- B. Length of tenure.** The term of this lease shall be for the 2026, 2027, and 2028 Crop Years, specifically from February 15, 2025, to November 30, 2028. Lessee shall surrender possession at the end of this term or of any extension. Extensions must be in writing and attached to, and/refer to, this lease.

### SECTION 2. FIXED CASH RENT

**Fixed Cash Rent.** Tenant agrees to pay Landowner an annual fixed cash rent in the following amount:

\$53,995 (119.9 acres x \$450/acre).

**Cash Rent Installments.** The cash rent shall be paid each year in the following amounts on the following dates (identify whether the amount is in Dollars (\$) or a percent (%) of the total):

50% (\$26,977.50) of the annual fixed cash rent on or before March 15, and 50% (\$26,977.50) of the annual fixed cash rent on or before Nov. 15

### SECTION 3. INVESTMENT AND EXPENSES OF LESSOR-OWNER AND LESSEE-TENANT

**A. The Lessor-Owner agrees to pay:**

- (1) Real Estate Taxes on the land and improvements and
- (2) Reasonable costs of soil tests used to monitor the fertility and pH levels of the farmland.

**B. The Lessee-Tenant agrees to furnish:**

- (1) All the machinery, equipment, labor, fuel, and power necessary to farm the premises, and
- (2) All other annual inputs to the farming operation, including seed, pest and disease treatments, and fertilizers and limestone.

### SECTION 4. LESSEE-TENANT'S DUTIES IN OPERATING FARM

**A. The Lessee-Tenant agrees:**

1. To cultivate the farm in a timely, thorough, and businesslike manner, including (a) Preventing, so far as reasonably possible, noxious weeds (defined by Illinois) and other weeds from going to seed and (b) Preventing unnecessary waste, loss, or damage.
2. To maintain the soil pH at 6.0 or higher (not to exceed a pH of 6.8) and to maintain soil fertility levels. Lessee-Tenant will apply limestone as appropriate to maintain this minimum pH level and will apply N, P, and K fertilizers at rates that, at a minimum, will replace the net N, P, and K expected to be used by the crops to be grown. (See Section 5, Clause A, for provisions regarding reimbursement of Lessee-Tenant for limestone.)
3. To implement soil erosion control practices and other conservation measures as may be necessary to comply with any soil loss standards mandated by the local, state and federal agencies and other conservation compliance requirements of federal farm programs.
4. Insurance: For the term of the lease, Lessee-Tenant shall maintain insurance with a carrier acceptable to the Lessor-Owner, insuring Lessee-Tenant while performing on the premises
5. To fulfill all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

**B. The Lessee-Tenant further agrees, unless written consent of the Lessor-Owner is obtained:**

1. Not to Assign this lease to any person or sublet any part of the premises herein leased nor to Permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, and

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2. Not to burn or bury any materials on the farm nor store or dispose of chemicals or empty chemical containers on the property nor enter into any contract, or other business arrangement that alters rights in the Lessor-Owner's security interest, right of entry, default or possession.

- C. **Other Duties:** Regularly mow roadside right-of-way

### **SECTION 5. MANAGEMENT AND BUSINESS PROCEDURES**

- A. **Failure to Make Lease Payment.** Failure to make a lease payment by a due date described in Appendix A, or failure to make a payment required by a previous lease between the parties, is a "substantial breach" of this lease (See Section 6.A – Termination and Default).
- B. **Data.** Lessee-Tenant shall provide to Lessor-Owner annually (1) All crop production data from this farm, including records substantiating this production, and (2) The product name, amount, date of application and location of application of all pesticides and fertilizers used on the farm. Invoices/Receipts must be specific to the farm unit identified in this lease.
- C. **Hunting.** Lessor retains/the hunting rights to the leased premises.

### **SECTION 6. DEFAULT, POSSESSION, ATTORNEY FEES, OTHER MATTERS**

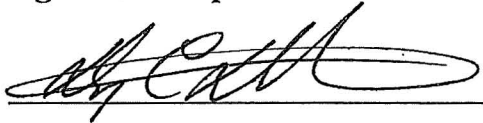
- A. **Termination upon default.** If either party fails to carry out substantially the terms of this lease, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of 3 days from the date of such notice. Settlement shall then be made in accordance with the provisions of Clause B of this section, the reimbursement agreements of Section 5, and any amendments to this lease.
- B. **Yielding possession.** The Lessee-Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor-Owner without further demand or notice, in as good order and condition as when they were entered upon by the Lessee-Tenant, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee-Tenant fails to yield possession, the Lessee-Tenant shall pay to the Lessor-Owner a penalty of \$20 per day for each day he/she remains in possession thereafter, in addition to any damages caused by the Lessee-Tenant to the Lessor-Owner's land or improvements. These payments shall not entitle the Lessee-Tenant to any interest of any kind in or on the premises.
- C. **Attorney Fees.** All costs and attorney fees of the Lessor-Owner in enforcing collection or performance shall be added to the obligations payable by the Lessee-Tenant.
- D. **Lessor-Owner's right of entry.** The Lessor-Owner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, work or make repairs or improvements thereon, hunt or shoot firearms, take soil tests, develop mineral resources, and, if the

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lease term has not been extended and following severance of crops, to conduct fall tillage, make seedings, glean corn, apply fertilizers, and perform any other operation necessary to good farming by the succeeding Lessee-Tenant.

E. **Lessor-Owner liability.** The Lessee-Tenant acknowledges the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on improvements.

**Signatures of parties to lease:**

 \_\_\_\_\_ Chairman      2/10/26 \_\_\_\_\_ Date

\_\_\_\_\_ Tenant      \_\_\_\_\_ Date

\_\_\_\_\_ Tenant      \_\_\_\_\_ Date

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MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2026-04

**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.

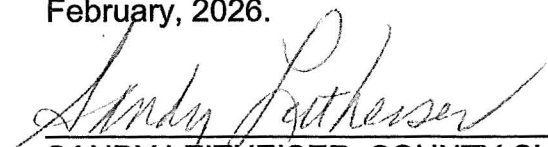
NOW THEREFORE, BE IT RESOLVED that the prayer of the Road District be and the same is hereby granted for aid in the construction or repair of the bridge, culvert or drainage structure described below (see attached location map):

DESIGNATION	AGENCY	ESTIMATE OF COST	
		Percent	Dollars
MCHD Proj. #1280 Schoolhouse Ave.	Fillmore Road District	50 %	\$12,000.00
	Montgomery County	50 %	\$12,000.00

TOTAL = 100 % \$ 24,000.00

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

Approved and adopted by the Montgomery County Board this 10th day of February, 2026.

  
SANDY LEITNER, COUNTY CLERK





23159

## Property Evaluation and Tax Advisors

201 Castle Lane  
St. Joseph, IL 61873  
Phone: (217) 841-2484  
Email: PropertyETA@gmail.com

DATE: February 10, 2026

TO: Chairman Donaldson and County Board Members

Approximately six months ago you folks contracted with our company, Property Evaluation and Tax Advisors, to help the Supervisor of Assessments office get caught up, get back on track and to help train new people as they came onboard.

Since that time, I think it is safe to say, considerable progress has been made. Much of the credit goes to Mr. Plunkett for all of his help. You now have three full time employees and one part time employee in that office. All of whom, have contributed in getting this office back up and running.

My partner, Gary Twist, has submitted a report, wrapping up our work and addressing the more technical issues that the Supervisor of Assessments office was facing. Gary and I thank you all for placing your trust and confidence in us.

Tonight, I would like to address the personnel now in that office. I first want to recognize your new Supervisor of Assessments, Tysha Mullen. Tysha started while that office was in a crisis mode. Michaela Gray was the only person there. Since that time, Tysha has staffed her office, completed all of her educational requirements, passed the Supervisor of Assessments exam and learned her duties at a very fast pace. I've been doing this for almost thirty years and I have never witnessed any new S of A in the state make such progress in such a short period of time. She should be congratulated for her focus, her determination and her hard work.

I also want to recognize Michaela Gray. The first time Gary and I visited that office, Michaela was by herself. When two other people had resigned, Machaela was, quite literally, left on her own. She was also the least experienced person that

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had been in that office. To say she was overwhelmed would be an understatement. At the time, I thought Michaela was about 30 seconds from resigning herself. And who could have blamed her? But, she didn't. She hung in there and kept that office operating as best she could.

When we entered the picture, she was always helpful. If she needed to come in on a weekend or to stay late after normal work hours, to help Gary and me, she was always there for us...she was always there for you. I hope you recognize the extraordinary person that she is and how much she took on, to help this County.

Michaela, we all owe you our gratitude for your loyalty and dedication even during the most frustrating situations. Your willingness to go above and beyond, has not gone unnoticed. That degree of dedication cannot be measured. It's rare to find someone who not only meets expectations but continually exceeds them with such grace and professionalism.

Michaela, I want to thank you. You are everything we'd like to see in a county employee...or any employee. You set an example. It has been an absolute privilege working with you.

Thank you for all you have done.

Now our formal relationship is complete, but I want you all to know that Gary and I will always be available for your phone calls, to answer questions and to help Tysha and Michaela make their office even more successful.

Stan Jenkins

23/161

FY2026

**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 (**\$119,700**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2026 the county shall have reimbursed to the 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, 2026 and December 31, 2026, 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, 2025** through **November 30, 2026**.
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 **FY2027** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2026**.
6. The 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, 2026**, 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 3<sup>rd</sup> 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 5<sup>th</sup> 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.

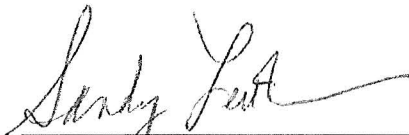
23/63

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

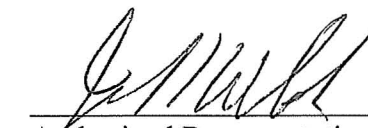
2/10/26  
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Date

Attest:

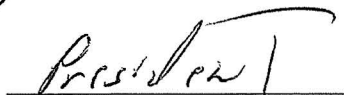
  
\_\_\_\_\_  
County Clerk

2/10/26  
\_\_\_\_\_  
Date

**FARMERSVILLE-WAGGONER AREA AMBULANCE SERVICE**

  
\_\_\_\_\_  
Authorized Representative

1-17-26  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Title

23 | 164

FY2026

**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 **(\$438,943)**, sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2026 the county shall have reimbursed to the 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, 2026 and December 31, 2026, 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, 2025**, through **November 30, 2026**.
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 **FY2027** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2026**.
6. The 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, 2026**, 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 3<sup>rd</sup> 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 5<sup>th</sup> 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.

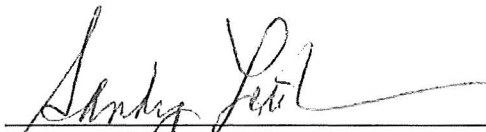
23|166

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

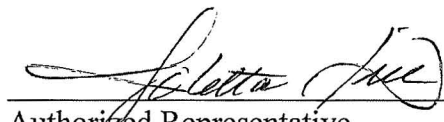
2/10/26  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
County Clerk

2/10/26  
\_\_\_\_\_  
Date

**NOKOMIS-WITT AREA AMBULANCE SERVICE**

  
\_\_\_\_\_  
Authorized Representative

1/12/2026  
\_\_\_\_\_  
Date

Manager  
\_\_\_\_\_  
Title

23|67

FY2026

**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 (**\$300,000**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2026 the county shall have reimbursed to the HAAS an amount not less than 100% of the total amount collected pursuant to the levy.**

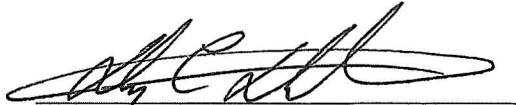
**Remittance will be 4 to 5 times between July 1, 2026 and December 31, 2026, in accordance with the Real Estate Tax Distribution Schedule.**

23168

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, 2025, through November 30, 2026.**
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 **FY2027** budget and contract request to the Montgomery County Board Admin Office (#1 Courthouse Square, Room 202, Hillsboro, IL 62049) on or before **August 1, 2026.**
6. The 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, 2026**, 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 3<sup>rd</sup> 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 5<sup>th</sup> 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.

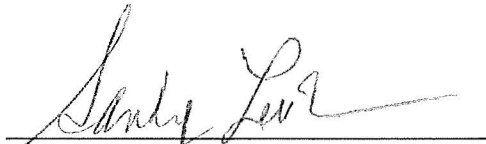
23169

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


2/10/26  
Date

Attest:

  
County Clerk

2/10/26  
Date

**HILLSBORO AREA AMBULANCE SERVICE**

  
Authorized Representative

1-9-26  
Date

Director  
Title

23170

**RESOLUTION BY THE MONTGOMERY COUNTY BOARD  
FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT**

**WHEREAS**, pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/1, et seq.), Montgomery County may purchase personal property, supplies and services joining with other governmental units; and Illinois State Statutes authorize local governments to jointly purchase supplies; and

**WHEREAS**, Montgomery County is a member of the Sourcewell cooperative purchasing program, which establishes contracts for a variety of products and services through public and competitive solicitations, and permits member governments to purchase products and services through those contracts; and

**WHEREAS**, Sourcewell Contract #032824-DAI has been publicly and competitively bid for medium & heavy-duty tandem trucks and Sourcewell has identified Daimler Trucks North America as a responsible bidder; and

**WHEREAS**, it is in the best interest of Montgomery County to procure one tandem plow truck from Truck Centers, Inc. of Troy, IL as the agent for Daimler Trucks North America in accordance with Sourcewell Contract #032824-DAI; and

**WHEREAS**, the purchase of a new tandem plow truck will assist in maintaining a quality fleet of vehicles by replacing a 2003 International 7400 tandem truck; and

**WHEREAS**, the Highway Department requests a loan from budgeted FY2026 Coal Royalty funds in order to proceed with the purchase of one tandem plow truck; and

**WHEREAS**, the Highway Department shall repay requested Coal Royalty funds prior to January 1, 2027; and

**WHEREAS**, as documented by the approval of this resolution, the Road and Bridge Committee has approved the Highway Department's request to procure this item specified and the committee recommends that the County Board approve procurement of the same.


**NOW THEREFORE BE IT RESOLVED** by the Montgomery County Board that the Montgomery County Highway Department purchase the following using borrowed Coal Royalty funds in the amount not to exceed \$300,000:

- (1) – Model Year 2027 Western Star 47X Tandem Dump Truck with snow plow and tailgate spreader through the Sourcewell Joint Purchase Program.

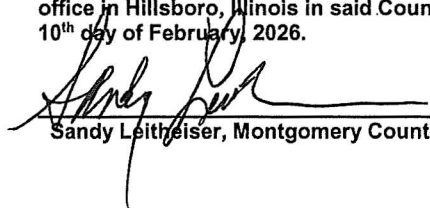
Approved and adopted by the Montgomery County Board this 10<sup>th</sup> day of February, 2026.

I, Sandy Leitheiser, County Clerk in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the Montgomery County Board at its monthly meeting held at Hillsboro, Illinois on this 10<sup>th</sup> day of February, 2026.

  
\_\_\_\_\_  
Chairman, Montgomery County Board

Respectfully submitted,  
  
\_\_\_\_\_  
Chairman, Road and Bridge Committee  
Montgomery County Board

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Hillsboro, Illinois in said County, this 10<sup>th</sup> day of February, 2026.

  
\_\_\_\_\_  
Sandy Leitheiser, Montgomery County Clerk



Montgomery County Board

23/171

Resolution# 2026- 03

**WHEREAS**, it is the duty of the County Board to establish compensation for the Montgomery County Clerk/Recorder and Treasurer, and;

**WHEREAS**, it is the recommendation of the majority of the Finance Committee that the salaries for the Montgomery County Clerk/Recorder and Treasurer for the fiscal years of FY 2027 (beginning December 1, 2026), FY 2028 (beginning December 1, 2027), FY 2029 (beginning December 1, 2028), FY 2030 (beginning December 1, 2029) be established as follows:

54% of the Montgomery County, IL Elected Official 's Salary of State's Attorney  
which is set by the State of Illinois.

**NOW, THEREFORE, BE IT RESOLVED**, by the Montgomery County Board that compensation for the Montgomery County Clerk/Recorder and Treasurer be established as follows:

54% of the Montgomery County, IL Elected Official's Salary of State's Attorney  
which is set by the State of Illinois.

**BE IT, THEREFORE FURTHER RESOLVED**, by the Montgomery County Board that Illinois law imposes additional duties on several of the County officers, requiring them to perform services on behalf of the State, rather than the County. To compensate these officers for their additional responsibilities, the State of Illinois provides them with additional salary in the form of a lump sum stipend paid from State, rather than County funds. **Illinois law states these stipends to be "in addition to" or "separate and apart" from the compensation established by the County Board and prohibits the County Board from reducing or impairing the salaries of a County officer as a result of these stipends, And;**

**BE IT, THEREFORE FURTHER RESOLVED**, by the Montgomery County Board that pursuant to 50 ILCS 145/2(b), the Compensation of County Elected Officers shall be fixed by Ordinance or Resolution of the County Board or the Board of County Commissioners. In the Ordinance or Resolution fixing the compensation of the

County Elected Officers under subsection (a), the County Board shall separately list each stipend an Elected Officers is expected to receive in addition to the compensation to be paid by the County. The stipends listed shall include, but are not limited to, stipends expected to be received under the following Illinois statutes:

Section 3-40 of the Property Tax Code

23172

Section 4-20 of the Property Tax Code

Section 3-10007 of the Counties Code

Section 4-2001 of the Counties Code

Section 4-6001 of the Counties Code

Section 4-6002 of the Counties Code

Section 4-6003 of the Counties Code

Section 4-8002 of the Counties Code

Section 27.3 of the Clerks of Courts Act

Note: The Circuit Clerk's stipend is per annum as prescribed in the Clerk of Courts Act (705 ILCS 105/27.3(a)(4))

Note: The annual stipends of the County Clerk/Recorder, Coroner and Sheriff are per annum as prescribed in the Counties Code (55 ILCS 5/4-6001-6003)


Note: The annual stipend of the Treasurer is per annum as prescribed in the Counties Code (55 ILCS 5/3-10007(iii)).

**ADOPTED** this 10<sup>th</sup> day of February, 2026.



Doug Donaldson, Chairman, Montgomery County Board

Attest:



Sandy Leitheiser, Montgomery County Clerk

23173

**MONTGOMERY COUNTY – ORDINANCE #2026 – 04**  
**ORDINANCE TO DETERMINE THE COMPENSATION OF THE**  
**CIRCUIT COURT CLERK**

**WHEREAS**, Article VI, Section 18 of the Illinois Constitution defines the Circuit Court Clerk as a non-judicial officer of the Circuit Court; 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, each 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, and other laws,

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

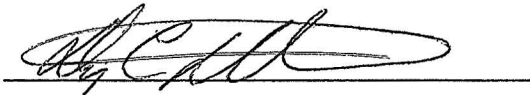
**NOW THEREFORE, BE IT ORDAINED BY THE MONTGOMERY COUNTY BOARD**, that the Circuit Court Clerk's compensation be as follows:

Beginning December 1, 2026 and thereafter, 54% of the Montgomery County State's Attorney's salary which is set by the State of Illinois.

**And; further**

**BE IT ORDAINED**, that in addition to the salary fixed by the Ordinance, the Circuit Court Clerk 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 10<sup>th</sup> day of February, 2026 in Montgomery County, Illinois**



**Doug Donaldson, County Board Chairman**

ATTEST



**Sandy Leitheiser, County Clerk**



23/174



## Privacy Notice

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

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

### Information Collected and How it is Used

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

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

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

### Personal Information

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

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

### **Disclosure Information**

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

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

### **Cookies**

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

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

### **Security**

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

Such measures include, but are not limited to:

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

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

### **Third Party Services**

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

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## Children's Privacy Protection

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

## Contact Us

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

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

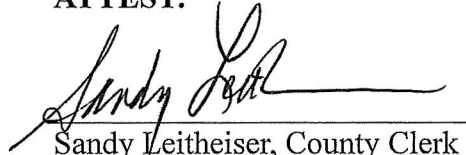
**ADOPTED** by the Montgomery County Board this 10th day of March, 2026.

**APPROVED:**



Doug Donaldson, Chairman  
Montgomery County Board

**ATTEST:**



Sandy Leitheiser, County Clerk  
Montgomery County

23177

March 2, 2026

Nail  
Land  
Surveying  
Litchfield, Illinois

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

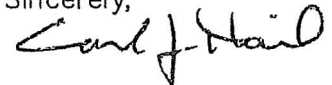
Re: estimate for Surveying services for 3 areas of former Railroad property located between Main Street & north corporate limits of the Village of Waggoner, Illinois. (parcel I.D. #03-21-381-004)

Sandy,

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

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

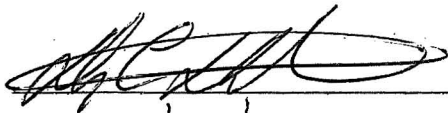
Sincerely,



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

P.O. Box 41  
Litchfield, Illinois  
62056

APPROVED :



DATE :

3/10/26

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

**Adopted by: Montgomery County, June 9, 2009**

First Revision: November 10, 2020

Second Revision: August 10, 2021

Third Revision: June 13, 2023

Fourth Revision: February 13, 2024

Fifth Revision: July 9, 2024

Sixth Revision: August 13, 2024

Seventh Revision: July 8, 2025

Eighth Revision: October 14, 2025

**Ninth Revision: March 10, 2026**

## I. INTRODUCTION

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

## II. DEFINITIONS

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

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

### III. APPLICABILITY

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

### IV. PROHIBITION

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

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

### V. PERMITTING AND HEARINGS

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

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

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

**A. Design Safety Certification:**

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

**B. Controls and Brakes**

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

**C. Electrical Components**

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

**D. Color**

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

**E. Compliance with the Federal Aviation Administration**

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

**F. Warnings**

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

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

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

#### G. Climb Prevention

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

#### H. Manufacturer recommendations supersede the above requirements.

#### I. Lighting

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

#### J. Minimum Rotor or Wind Vane Clearance

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

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

B. Maintenance

- a. The Owner or Operator of the WECS must submit, on an annual basis, a summary of the operation and maintenance reports to the County. In addition to the above annual summary, the Owner or Operator must furnish such operation and maintenance reports as the County reasonably requests. It is understood that nothing in this Section VIII (B)(a) shall be construed so as to require any Owner or Operator of the WECS to violate any non-disclosure or confidentiality covenant that the Owner or Operator may have with (i) its equipment supplier(s), (ii) the purchasers of electricity and/or environmental attributes from the WECS, or (iii) any debt or equity financier of the WECS
- b. To the extent that, under Section VIII (A) of this Ordinance, any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components so that such modification requires re-certification from the original third. party certifying entity of the WECS (i.e. DNV, GL, UL, etc.), then the Owner or Operator of the WECS shall obtain such re-certification certificates. Like-kind replacements shall not require re-certification. Prior to making any physical modification (other than a likekind replacement), the owner or operator shall confer with a relevant third-party. certifying entity in accordance with this Ordinance to determine whether the physical modification requires re-certification.
- c. Any replacement of equipment that is not a like-kind replacement shall require an amendment to the WECS Construction Permit.
- d. The County Coordinating Office shall be advised in writing within ninety (90) days by the Wind Energy Conversion System (WECS) operator or property owners (whichever entity/party holds the development and building permits) in the event the project is sold or otherwise transferred to another entity/party and/or the current operator/owner abandons the project.

C. Interference

- a. The Applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the project summary and site plan (or various project summaries and site plans if the Applicant should seek approval of differently sized projects and/or projects constructed with differing wind turbine generators) to the extent that the above provider(s) demonstrate a likelihood of interference with its communications resulting from the WECS(s) and the United States Federal Communication Commission ("FCC") agrees with such demonstrated interference, then the Applicant shall take all measures prescribed by the FCC to mitigate or eliminate such anticipated interference in compliance with then-existing, FCC-promulgated regulations. If, after construction of the WECS, the Owner or Operator receives a written complaint from the FCC related to the above-mentioned, or any other type of interference with the regulated airwaves, the Owner or Operator shall take all steps required by the FCC to mitigate or eliminate such complaint. All interference issues must first be taken to the Owner or Operator for consideration before going to the FCC.
- b. Prior to construction of the WECS, the owner or operator shall conduct a study related to interference with local broadcast residential television and wireless internet services; if it is demonstrated a likelihood of interference may result from the WECS, then the applicant shall take measures to mitigate such anticipated interference.

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

**IX. SET BACK PROHIBITIONS AND REQUIREMENTS**

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

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

## **X. LIABILITY INSURANCE**

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

**X. FEE SCHEDULE**

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

**XII. PUBLIC NUISANCE DEFAULTS AND REMEDIES**

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

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

**XIII. SEVERANCE**

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

**XIV. DECOMISSIONING**

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


**XV. LEGAL PROVISION**

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

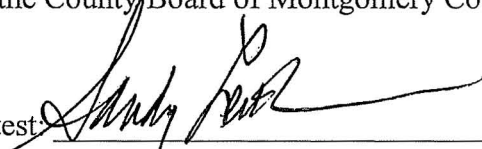
**NOW, THEREFORE BE IT ORDAINED** that the Montgomery County Board hereby adopts said Wind Farm Ordinance.

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

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



Doug Donaldson, Chairman

Attest 

Sandy Leitheiser, County Clerk

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

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

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

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

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

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

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

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

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

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

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

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

**Notice of the Public Hearing**

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

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

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

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

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

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

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

**SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:**

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

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

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

Date accepted by County Board as properly filed: \_\_\_\_\_

Filing fee/application fee: \_\_\_\_\_ Date paid: \_\_\_\_\_ Check # \_\_\_\_\_

Date County acceptance letter is sent to Petitioner: \_\_\_\_\_

Date of required Public Hearing Notice sent to Petitioner: \_\_\_\_\_

Date(s) published and where published: \_\_\_\_\_

Date notices sent: \_\_\_\_\_ Public hearing date: \_\_\_\_\_

County Board determination: \_\_\_\_\_

**APPLICANT & PROPERTY OWNER INFORMATION (Print or Type):**

Applicant/Petitioner information: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

\_\_\_\_\_ Zip: \_\_\_\_\_

Property Owner Name(s): \_\_\_\_\_

Phone number: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

**PROPERTY INFORMATION:**

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

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

\_\_\_\_\_  
\_\_\_\_\_

2. Legal Description and Acreage:

\_\_\_\_\_  
\_\_\_\_\_

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

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4. Present Use of Property:

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5. Present Land usage:

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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:

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

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

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

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

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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:

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

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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? \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENTS REQUIRED:**

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

**CERTIFICATION OF A WECS PERMIT PETITION / APPLICATION / REQUEST:**

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

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STATEMENT OF CONFORMANCE:**

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

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

Applicant's Printed/Typed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Check One:

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

Property No.: \_\_\_\_\_ Notification No.: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Current Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Road Name Driveway: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Alternate No.: \_\_\_\_\_

Type of Construction: Commercial \_\_\_ Home \_\_\_ Out Building \_\_\_ Other: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Cost Estimate: \_\_\_\_\_ Size \_\_\_\_\_ Bathroom \_\_\_\_\_ Basement \_\_\_\_\_  
Central Air \_\_\_\_\_ Garage \_\_\_\_\_ Porches \_\_\_\_\_

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

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

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

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

APPENDIX B

23200

APPENDIX C

**MONTGOMERY COUNTY WECS OPERATING PERMIT**

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

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

Date: \_\_\_\_\_  Approved  Disapproved

Operating Permit Number \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**DO NOT WRITE ABOVE THIS LINE**

**Property Information:**

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: IL Zip: \_\_\_\_\_

Legal Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

Contact Name and Title:  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Land Owner Name(s) if different from Company Name:**  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Conditions of Permit:**

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

23/202

# **MONTGOMERY COUNTY**

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

**Adopted by: Montgomery County**

**April 10, 2018**

First Revision: March 12, 1919

Second Revision: June 13, 2023

Third Revision: February 13, 2024

Fourth Revision: July 9, 2024

Fifth Revision: August 13, 2024

Sixth Revision: October 14, 2025

**Seventh Revision: March 10, 2026**

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

Amended 3/10/26

ORDINANCE NO. \_\_\_\_\_

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

**A. SCOPE**

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

**B. PURPOSE**

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

**C. DEFINITIONS**

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

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

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

#### **D. PERMITTING**

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

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

**E. COMPLIANCE**

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

**F. PRINCIPLE USES**

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

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

- f. **Setbacks.** Projects including multiple, adjoining properties as part of the project plan, need not adhere to this setback at point of connection between the adjoining properties. Solar panels will be kept at least one hundred and fifty (150') feet from a residence. Owners may sign a waiver stating they have agreed to allow the land owner and developer to set closer setbacks than this section. This waiver must specifically state terms of the agreement and the County must receive a certified copy from the residence owner.
- i. Every Solar Farm shall be setback at least fifty (50') feet from all property lines of the parcel land upon which the Solar Farm is located or to be located.
  - ii. Every Solar Farm shall be setback at least fifty (50') feet from the right-of-way of any public road.
  - iii. Every Solar Farm shall be setback at least one hundred and fifty (150') from the nearest point of the outside wall of any occupied community building or dwelling
  - iv. All setbacks set forth herein shall be measured from the exterior of the fencing and gates which are required around the perimeter of all Solar Farms.
- g. **Aviation Protection.** For solar farms located within five hundred (500') feet of an airport or within approach zones of an airport, the applicant must complete and provide 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 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**

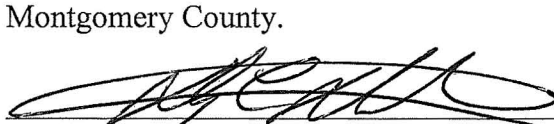
- 1. Amendments: The Montgomery County Board may periodically amend the terms of this ordinance.
- 2. Penalties for Violations: After the effective date of this ordinance, any persons who, being the owner or agent of the owner of any land, or project developer, located within the territorial jurisdiction 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.

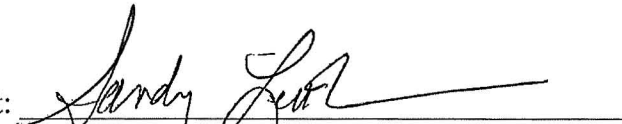
Appendix A: EXAMPLE Solar Application  
 Appendix B: EXAMPLE Construction Permit  
 Appendix C: EXAMPLE Operating Permit

**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 10<sup>th</sup> day of March, A.D. 2026, by the County Board of Montgomery County.

  
 \_\_\_\_\_  
 Doug Donaldson, Chairman

Attest:   
 \_\_\_\_\_  
 Sandy Leitheiser, County Clerk

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

**APPENDIX A: Solar Application (8-12 weeks)**

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

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

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

**APPENDIX C: Operating Permit (2-4 weeks)**

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

23/212

APPENDIX A

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

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

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

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

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

**Notice of the Public Hearing**

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

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

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

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

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

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

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

**SECTION BELOW TO BE FILLED OUT BY COUNTY OFFICIAL:**

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

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

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

Date accepted by County Board as properly filed: \_\_\_\_\_

Filing fee: \_\_\_\_\_ Date paid: \_\_\_\_\_ Check number: \_\_\_\_\_

Date(s) published and where published:  
\_\_\_\_\_  
\_\_\_\_\_

Date notices sent: \_\_\_\_\_ Public hearing date: \_\_\_\_\_

County Board determination: \_\_\_\_\_  
\_\_\_\_\_

23/214

**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.

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4. Present Use of property:

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5. Present Land Classification:

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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:

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

13. Adjacent Land Use:

A. North: \_\_\_\_\_

B. South: \_\_\_\_\_

C. East: \_\_\_\_\_

D. West: \_\_\_\_\_

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

If Yes, what length of time? \_\_\_\_\_

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

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

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

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

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

**ATTACHMENTS REQUIRED:**

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

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

I/We the undersigned, agree that the information herein and attached is true. I/We, the undersigned, 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](mailto:cbadmins@montgomerycountyil.gov)  
Phone: 217-532-9577

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

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

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

Check One:

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

Property No.: \_\_\_\_\_ Notification No.: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_

Current Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Road Name/Driveway: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Alternate No.: \_\_\_\_\_

Type of Construction: Commercial \_\_\_\_\_ Home \_\_\_\_\_ Out Building \_\_\_\_\_ Other: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Cost Estimate: \_\_\_\_\_ Size \_\_\_\_\_ Bathroom \_\_\_\_\_ Basement \_\_\_\_\_  
Central Air \_\_\_\_\_ Garage \_\_\_\_\_ Porches \_\_\_\_\_

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

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

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

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

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APPENDIX C

**MONTGOMERY COUNTY SOLAR OPERATING PERMIT**

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

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

Date: \_\_\_\_\_  Approved  Disapproved

Operating Permit Number \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**DO NOT WRITE ABOVE THIS LINE**

**Property Information:**

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: IL Zip: \_\_\_\_\_

Legal Description:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

Contact Name and Title:  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Land Owner Name(s) if different from Company Name:**  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Conditions of Permit:**

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

23|221

RESOLUTION NO. 2026-05

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

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

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

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

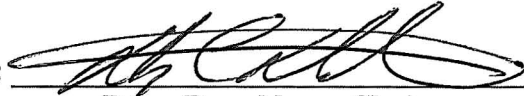
**WHEREAS**, the members of the Montgomery County Board remain steadfast in its support of the rights of owners of land; and

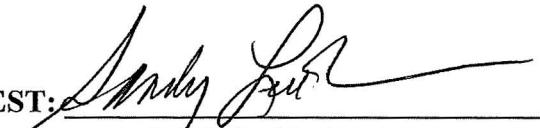
**WHEREAS**, the members of the Montgomery County Board have raised serious and legitimate concerns regarding the public risk of pipelines transporting carbon dioxide for the purpose of sequestration;

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

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

AYES: 13    NAYS: 0    PRESENT: 13    ABSTAIN/ABSENT: 0

SIGNED:   
Doug Donaldson, Chairman

ATTEST:   
Sandy Leitheiser, County Clerk



20222

Using Federal Funds?  Yes  No

Agreement For

MFT-PE

Agreement Type

Original

Using State Funds (Non-MFT)?  Yes  No

**LOCAL PUBLIC AGENCY**

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

**SECTION PROVISIONS**

Local Street/Road Name	Key Route	Length	Structure Number
N. 15th Ave.	TR 199	650'	068-3145(EX) 068-3378(PR)
Location Termini			Add Location
Approximately 0.65mi west of North Road (FAS 727)			Remove Location

**Project Description**

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

Engineering Funding  MFT/TBP  State  Other

Anticipated Construction Funding  Federal  MFT/TBP  State  Other

**AGREEMENT FOR**

Phase I - Preliminary Engineering  Phase II - Design Engineering

**CONSULTANT**

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

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

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

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

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

**AGREEMENT EXHIBITS**

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

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

**I. THE ENGINEER AGREES,**

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

**II. THE LPA AGREES,**

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

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

**III. IT IS MUTUALLY AGREED,**

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

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

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

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

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

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

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

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

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

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

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

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
11. For Preliminary Engineering Contracts:
- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

**AGREEMENT SUMMARY**

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

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**AGREEMENT SIGNATURES**

Executed by the LPA:

Attest: The  of

By (Signature & Date)

By (Signature & Date)

Local Public Agency   
Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:   
Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

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

23228

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

**EXHIBIT A  
SCOPE OF SERVICES**

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

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

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

**EXHIBIT B  
PROJECT SCHEDULE**

Construction planned for summer of 2027

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

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

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
	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 checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



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

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

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

**Remarks**

**PAYROLL ESCALATION TABLE**

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

**ESCALATION PER YEAR**

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

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Local Public Agency  
 Montgomery County  
 Consultant / Subconsultant Name  
 Hurst-Rosche, Inc

County  
 Montgomery

Section Number  
 26-03115-00-BR  
 Job Number

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

SHEET 1 OF 1

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

23234

23|235

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2026-05

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

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

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

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


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

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

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

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

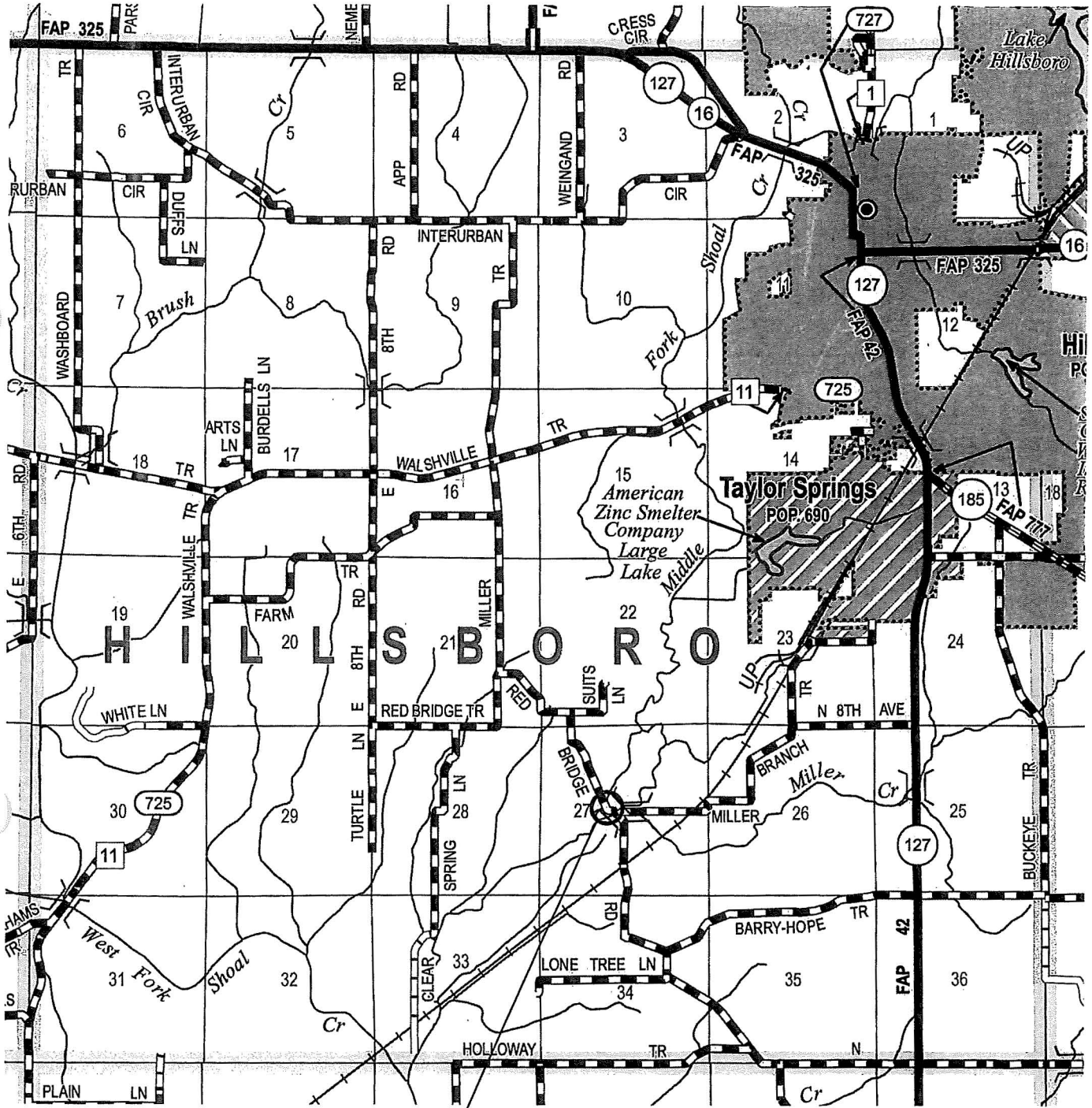
Approved and adopted by the Montgomery County Board this 10th day of March, 2026.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

23236

MCHD Proj. #1281  
50/50 Pile Repair Project  
SN: 068-3247 - Red Bridge Tr.



Proposed Pile Repairs - SN: 068-3247

23/237

## CF Farmersville Solar – Montgomery County Road Use Agreement

This **ROAD USE AGREEMENT** (“**Agreement**”) entered into this 10<sup>th</sup> day of March, 2026 by and between **CF IL Solar W. Main St., Farmersville LLC**, a Delaware limited liability company (“**CF Farmersville Solar**”) and Montgomery County, Illinois, a body corporate and politic acting by and through its Board (the “**County**”), for the use of approximately one mile of Main Street (Mine Ave.) (shown below as Exhibit A) for the access to the proposed location during the construction of a solar farm (“**Project**”) located at PINs 01-32-200-007 and 01-33-100-017 with an approximate address of Main Street Farmersville 62533, hereby provides for the following:

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

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

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

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

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

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

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

- d. General Provisions applicable to the foregoing insurance requirements:
    - i. CF Farmersville Solar may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
    - ii. If requested, evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on Main Street (Mine Ave.) or other County roads.
    - iii. The County and its officers, employees, elected or appointed officials and agents shall be included as additional insureds with respect to the Commercial General Liability.
14. CF Farmersville Solar shall hereby release and agrees to indemnify and hold harmless the County and their respective officers, employees, elected or appointed officials and agents and their respective heirs, executors, administrators, successors and assigns from any and all actions, cause of action, suits, claims, expenses and demands against the County directly arising out of or relating to the use, construction, modifications, repair or improvement by CF Farmersville Solar of any road subject to this Agreement or performance by CF Farmersville Solar or its contractors, sub-contractors, employees, agents, representatives and designees of their obligations under this Agreement, except for any gross negligence or intentional misconduct on the part of the County.
15. The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated herein and shall not use any other County roads other than those so designated (except on a temporary basis in the event of an emergency). Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. In the event any unauthorized construction vehicle of CF Farmersville Solar or its contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees uses a non-designated County road, then the County in its reasonable discretion may give written notice to CF Farmersville Solar of the time and place of such use, the specific identity of the vehicle, and the owner and/or operator making use of such road, and the County may impose a fine of \$500.00 per occurrence on CF Farmersville Solar to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection, the County shall issue a warning to the operator of the offending vehicle, with a copy provided to CF Farmersville Solar.

## 16. General

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


[signature page follows]

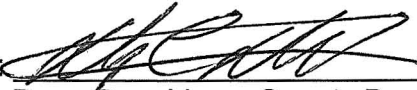
23242

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

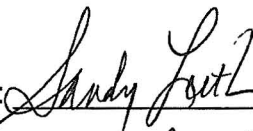
**CF FARMERSVILLE SOLAR, LLC**, a Delaware limited liability company

**MONTGOMERY COUNTY, ILLINOIS**, a body corporate and politic

By:   
Print Name: Jonathan Fitzpatrick  
Title: Authorized Representative  
Date: Mar 3, 2026

By:   
Doug Donaldson, County Board Chairman  
Date: 3/10/2026

**ATTEST:**

By:   
Print Name: Sandy Leitheiser  
Title: County Clerk  
Date: 3/10/2026

23/243

Exhibit A – Preliminary Access Route

EXH  
DRAWING

SHEET

DATE

BY

CHECKED

SCALE

CF IL SOLAR W. MAIN ST., FARMERSVILLE LLC

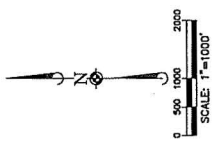
MONTGOMERY COUNTY, ILLINOIS

TRANSPORTATION PLAN EXHIBIT

**Manhard**  
CONSULTING

1200 East Lincoln Road, Suite 100, Lincoln, IL 62451  
1200 East Lincoln Road, Suite 100, Lincoln, IL 62451  
1200 East Lincoln Road, Suite 100, Lincoln, IL 62451  
1200 East Lincoln Road, Suite 100, Lincoln, IL 62451  
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23244



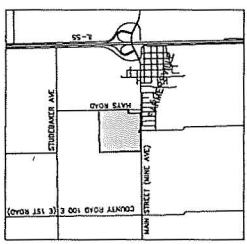
**ILLINOIS ROAD JURISDICTION LEGEND**

DOT ROAD

COUNTY ROAD (MAIN STREET/MINE AVE)

**SYMBOLS LEGEND**

SITE LOCATION



23|245

Exhibit B – Preliminary Site Plan

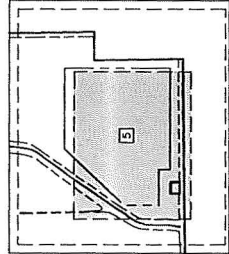
(see attached)

ELMORE SOLAR  
MONTGOMERY COUNTY, ILLINOIS  
SITE GEOMETRIC PLAN



DATE: 10/22/2025  
BY: JMM  
PROJECT: 25-003-003  
SHEET: 5 OF 12  
PROJECT: ELMORE

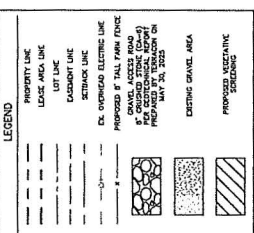
23/246



POLE TABLE	
U1	UTILITY RECORDER POLE
U2	UTILITY PRIMARY WATER POLE
C1	CUSTOMER MAIN GENERATOR COMMON COMPILING
C2	CUSTOMER RECORDER POLE
P1	POINT OF ATTACHMENT TO POINT OF DISTRIBUTION POLE

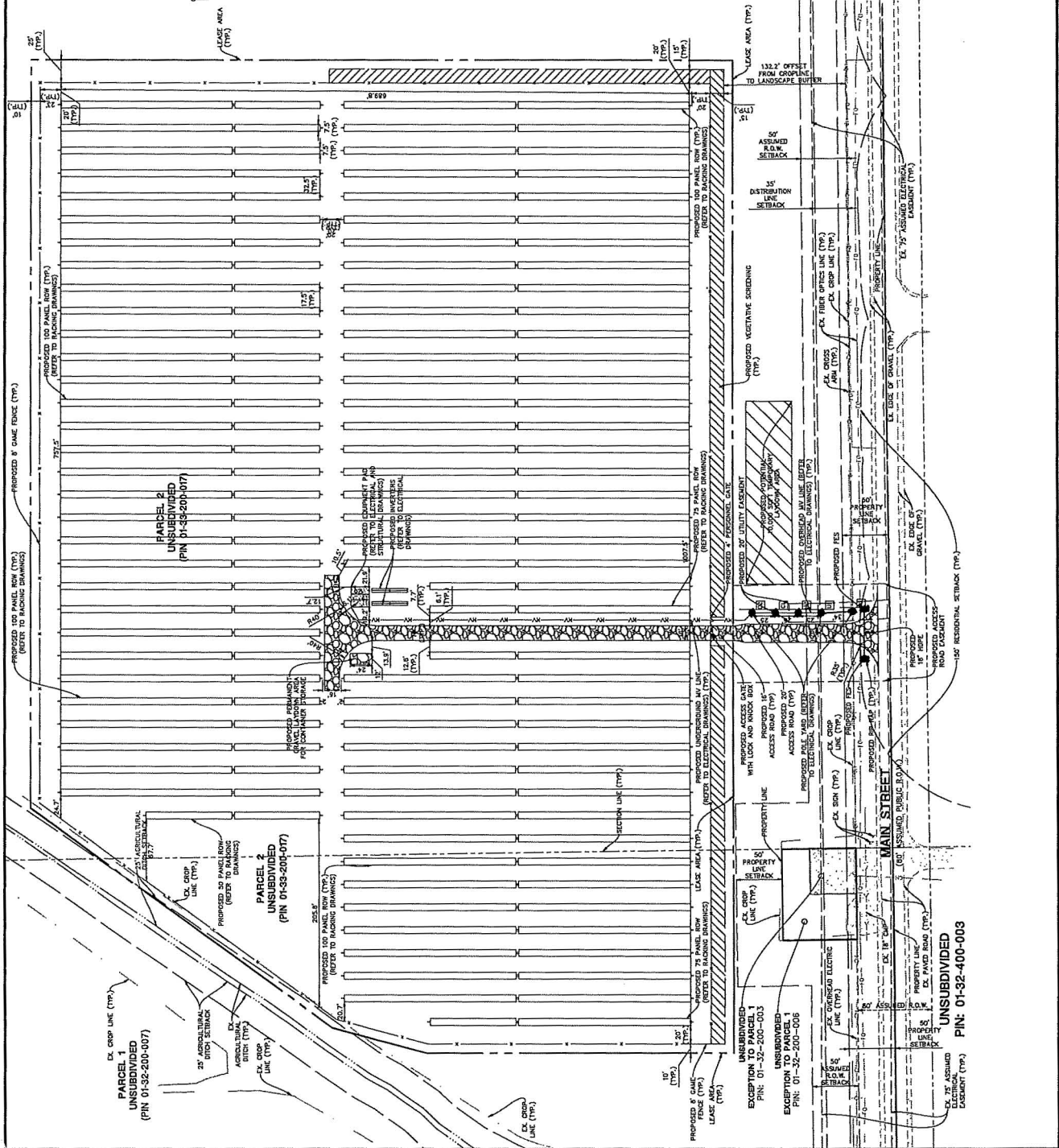
  

SITE DATA	
PROPERTY AREA	6,829.02 SF (6,817.40)
LEASE AREA	70,148.27 SF (6,819.42)
EXISTING GRAVEL AREA	11,917.00 SF (1,163.42)
PROPOSED AREA	78,935.27 SF (7,982.84)



**SITE DIMENSIONAL NOTES:**

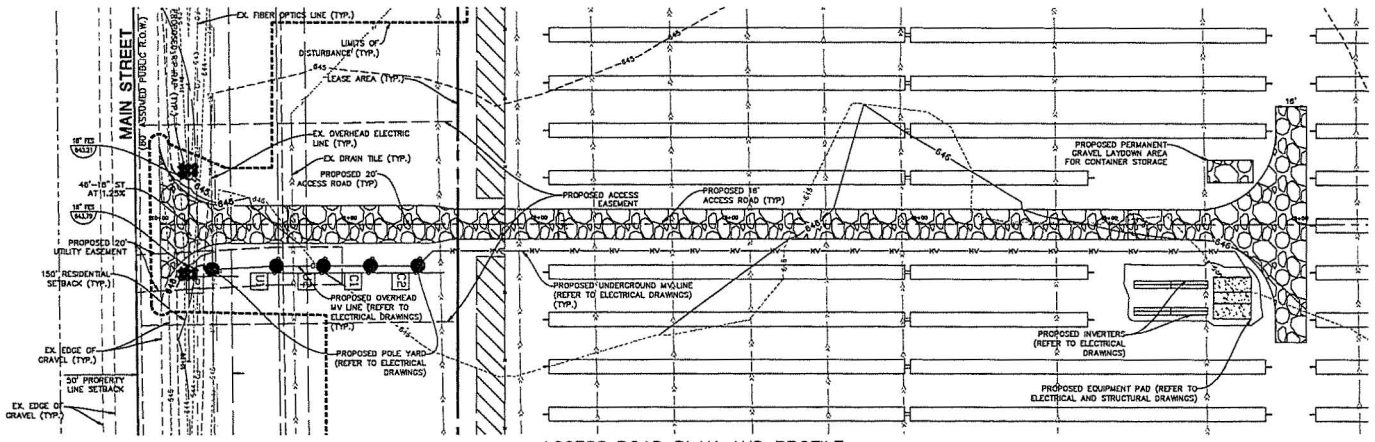
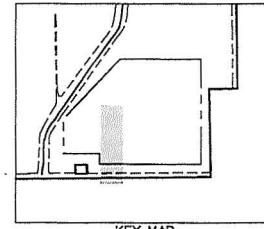
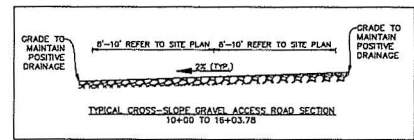
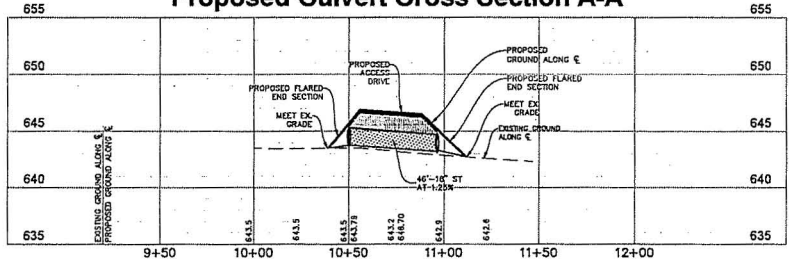
1. DIMENSIONS HAVE BEEN PREPARED BY THE ENGINEER AND ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS PRIOR TO CONSTRUCTION. DIMENSIONS SHALL BE TO THE CENTER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
2. ALL ROADWAY SOURCE SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST JURISDICTIONAL CONVENTIONAL PRACTICE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
5. ALL ROADWAY AND IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST JURISDICTIONAL CONVENTIONAL PRACTICE.
6. PHOTOVOLTAIC PANELS, INVERTERS, ELECTRICAL, AND OTHER EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST JURISDICTIONAL CONVENTIONAL PRACTICE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
8. CONTRACTOR TO REFER TO REFER TO ANNEXED DRAWINGS FOR PROPOSED POLE LOCATION.



23/247

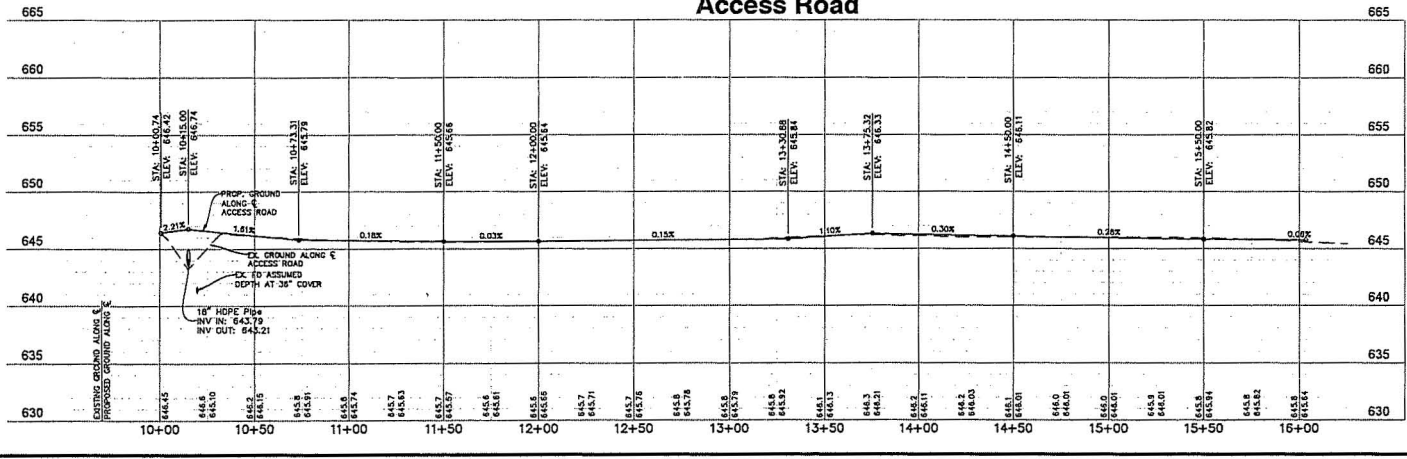
Exhibit C – Preliminary Entrance Detail

### Proposed Culvert Cross Section A-A



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

### Access Road



22248

DATE	
SCALE	
PROJECT	
CLIENT	
DESIGNER	
CHECKER	
DATE	
SCALE	
PROJECT	
CLIENT	
DESIGNER	
CHECKER	
DATE	

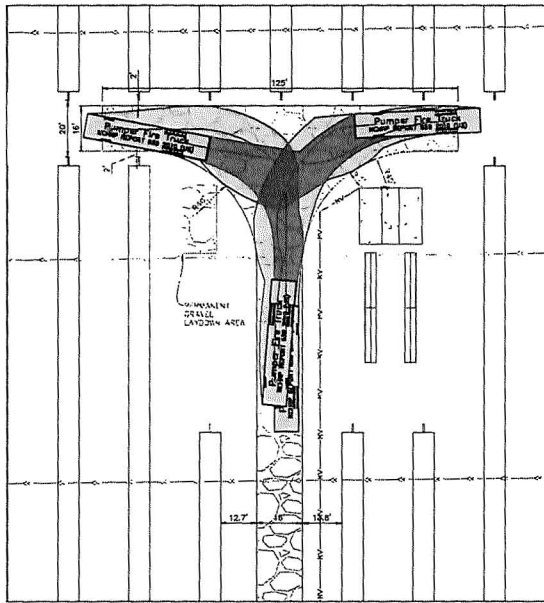
**Manhard CONSULTING**  
1145 North Dearborn Street, Suite 100, Chicago, IL 60610  
Tel: (773) 327-2222 Fax: (773) 327-2222  
www.manhardconsulting.com

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

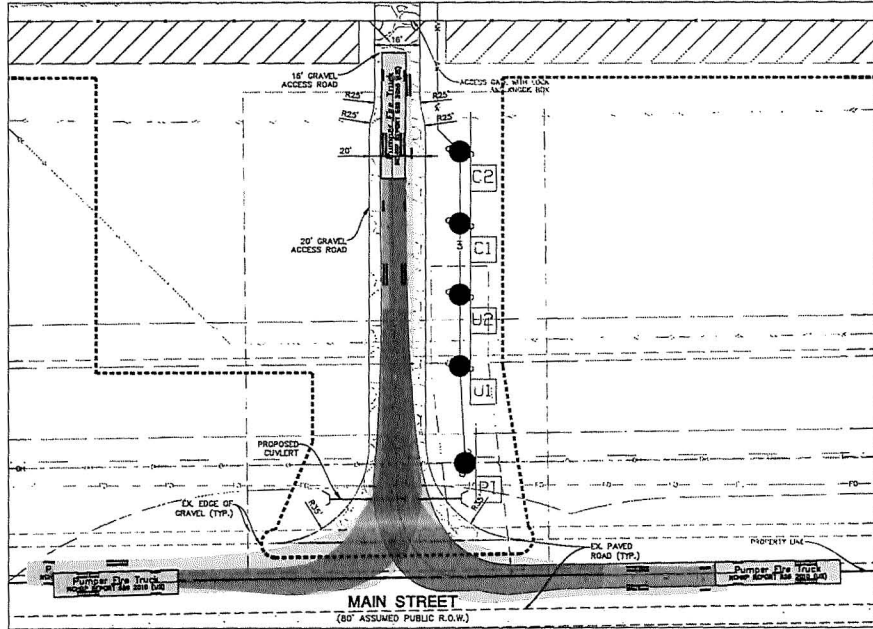
PROJECT NO.	
SCALE	
DATE	10/22/2025
DESIGNER	JM
CHECKER	JM
DATE	10/22/2025
PROJECT NO.	
SCALE	
DATE	
DESIGNER	
CHECKER	
DATE	

8 of 12  
PVE/MLO/1

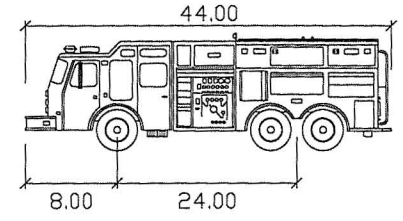
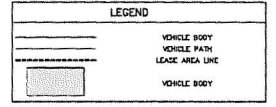
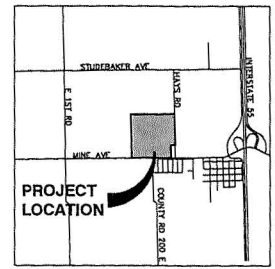
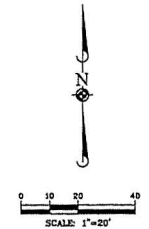
NOT FOR CONSTRUCTION



ACCESS ROAD - EQUIPMENT PAD ACCESS



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



Pumper Fire Truck

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

23249

PROJECT NO. 15-001  
 SHEET NO. 1  
 DATE 10/27/2024  
 SCALE 1"=20'  
 SHEET 1 of 1  
 P:\E\10101

**Manhard CONSULTING**  
 1111 S. W. 20th Ave., Suite 100  
 Ocala, FL 32101  
 Phone: 352.369.1111  
 Fax: 352.369.1112  
 Email: info@manhardconsulting.com  
 Services: Surveying • Environmental Remediation • Landmarks Archaeology • Planning

ELMORE SOLAR  
 MONTGOMERY COUNTY, ILLINOIS  
 TURN EXHIBIT

DATE: 10/27/24 10:57 AM  
 USER: J\J\Manhard\J\Manhard  
 PROJECT: 15-001

EXHIBIT



FY2026

**AGREEMENT BETWEEN**

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

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

The County will levy a Special Service Area Ambulance Tax (**\$149,000**), sufficient to generate an amount of revenue to offset a portion of operating expense as determined by the Ambulance Board.

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

**On or before December 31, 2026 the county shall have reimbursed to the RHAAS an amount not less than 100% of the total amount collected pursuant to the levy.**

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

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

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

  
County Board Chairman


3/10/26  
Date

Attest:

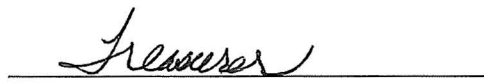
  
County Clerk

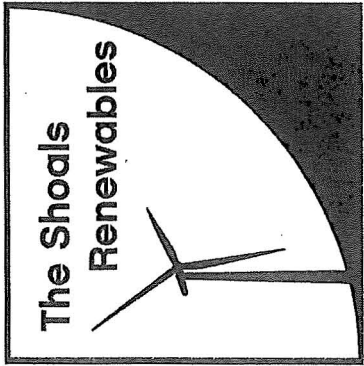
3/10/26  
Date

**RAYMOND-HARVEL AREA AMBULANCE SERVICE**

  
Authorized Representative

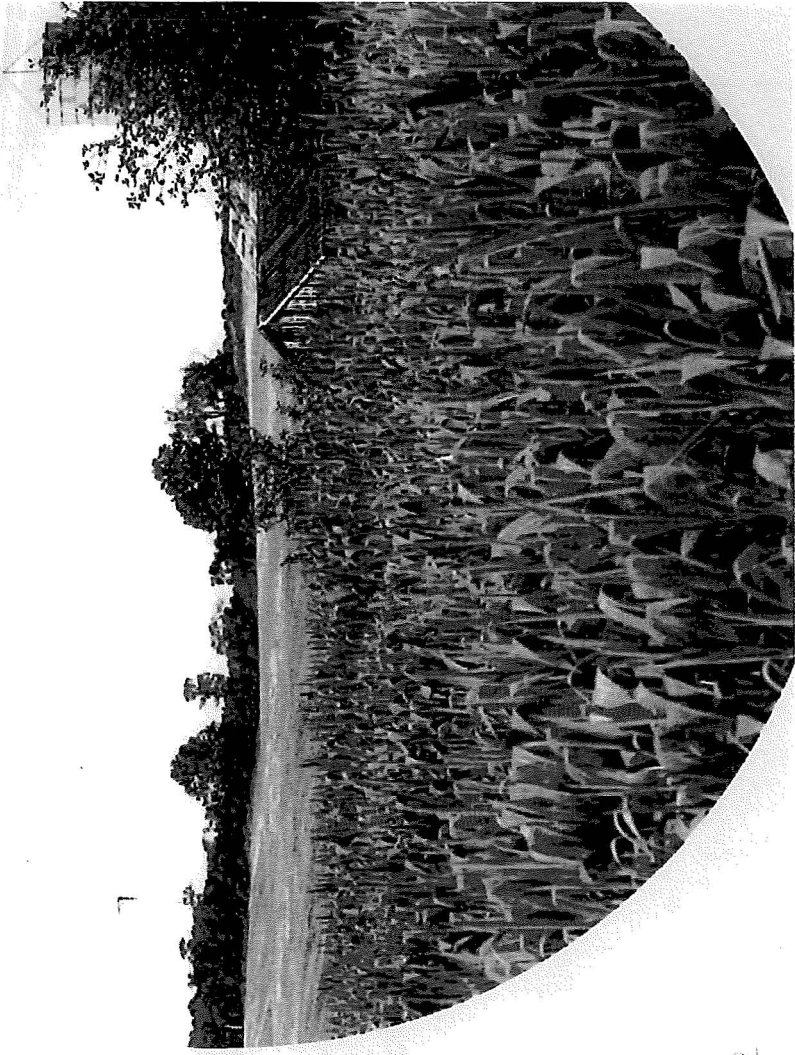
2-9-2026  
Date

  
Title



Montgomery County Board  
Meeting

April 14<sup>th</sup>, 2026



23/254

81

# Pattern Energy

# Global Portfolio

### Projects and Facilities

	WIND	SOLAR	STORAGE	T-LINE	HY
OPERATIONAL					
DEVELOPMENT					

### Corporate Offices

- Headquarters
- Office

### Map Disclaimers

The map includes only select development-stage projects and does not include the full pipeline. Pattern retains whole or partial ownership of most of the facilities we have brought to operation. Some transmission projects are owned in whole or in part by third-party development partners. Map is for illustration purposes only and countries are not to scale.



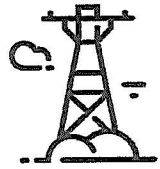
ARGENTIA RENEWABLES

Puerto Rico  
SANTA ISABEL



2025

 **Why Illinois, why Montgomery County?**



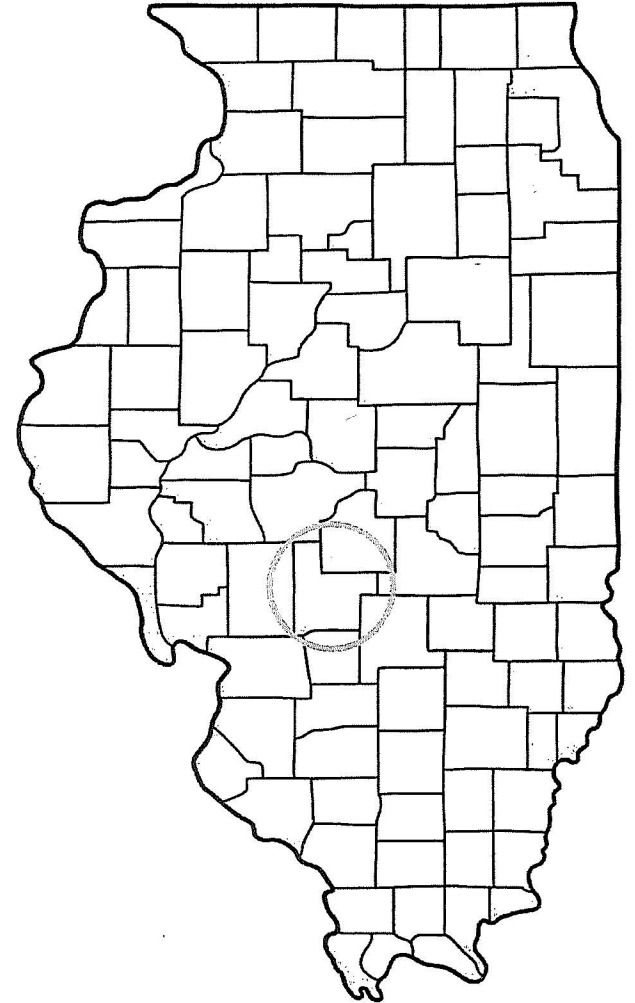
Electric grid connection



Resource quality



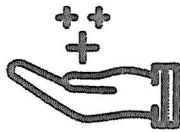
Buildable Land



 Why is this project **GOOD** for Montgomery County?



Delivers Jobs and Economic Opportunity



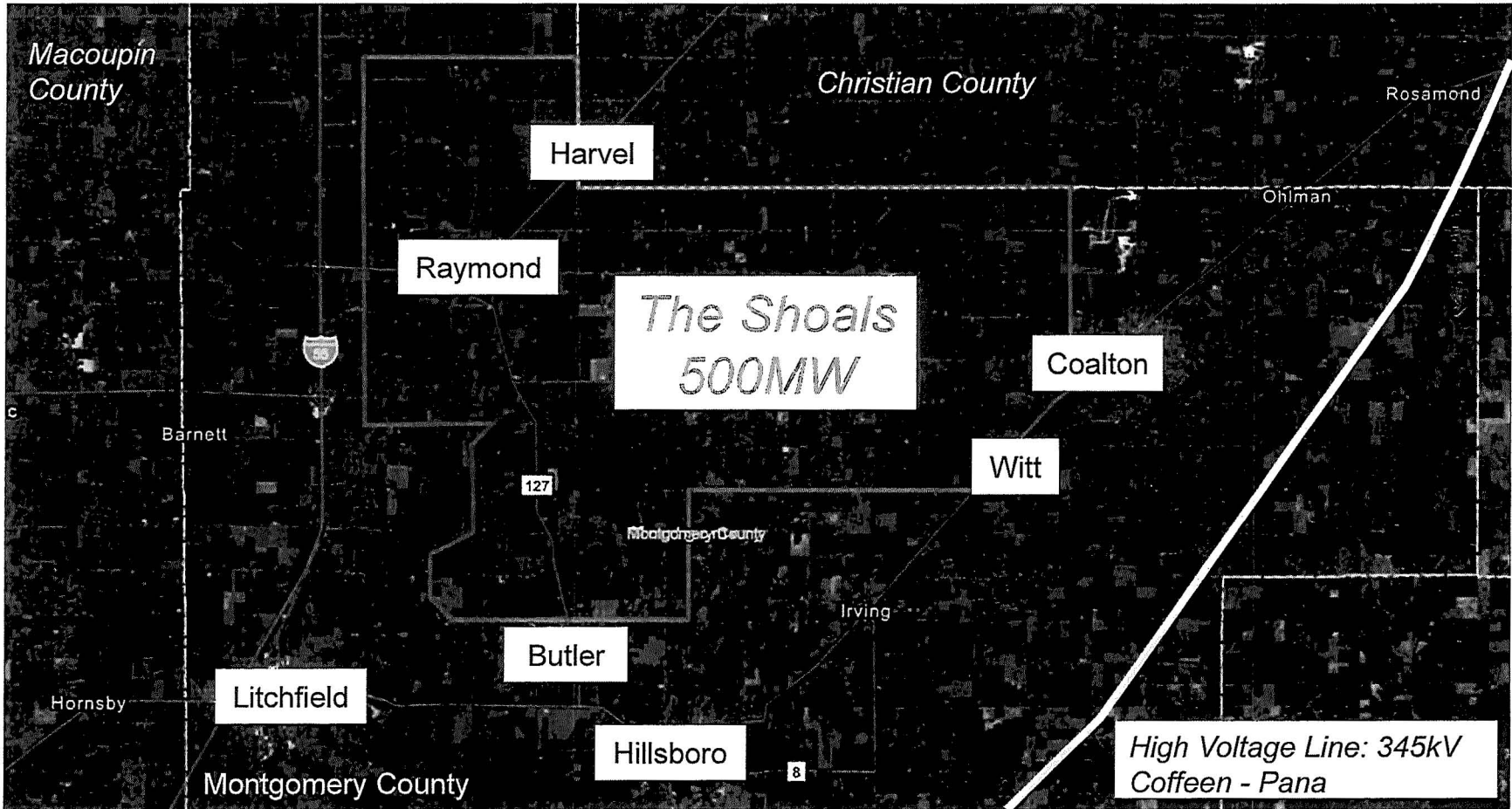
Provides Long-Term Financial Benefits to the Community



Good Fit for the County



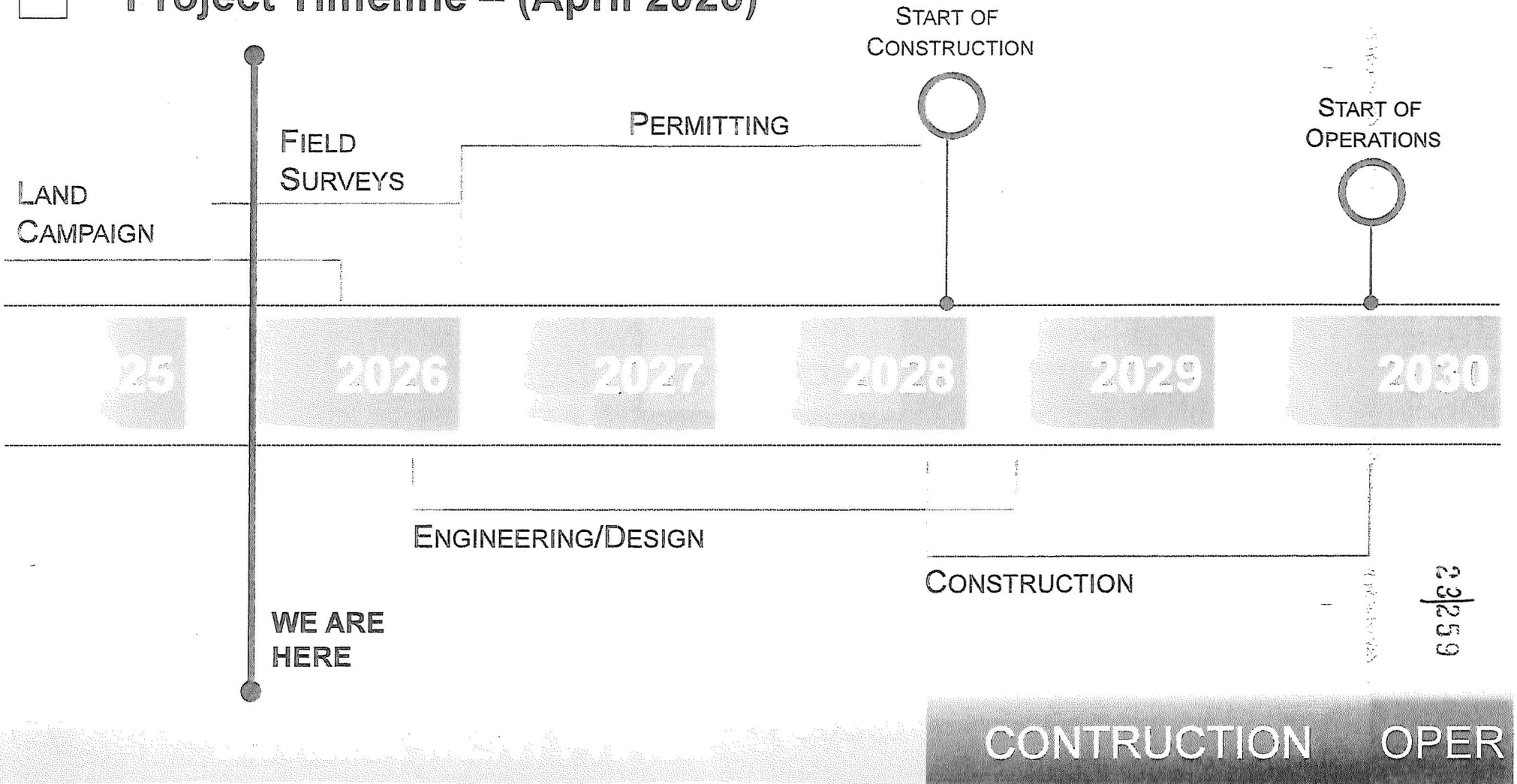
# Current Project Footprint (April 2026)



23258



# Project Timeline – (April 2026)





## What's Happening New in 2026?

1. Gathering local field data
2. Completing additional studies
3. Starting design and engineering
4. Preparing to submit permitting applications





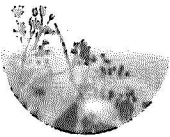
## Field Surveys and Environmental Studies

- Aerial Raptor Nest Surveys – March 2026

**Upcoming Aerial Raptor Nest Surveys**

Dear valued partners,

Aerial raptor nest surveys will be conducted in select portions of Montgomery County on or around March 15–20, 2026. These surveys are an important part of Pattern Energy's environmental stewardship efforts and will help us ensure responsible planning for wildlife protection.



- Eagle and avian use surveys
- Bat surveys
- Wetland delineation
- Recognized environmental conditions studies





## Where are the turbines located?

No turbine layout exists today.

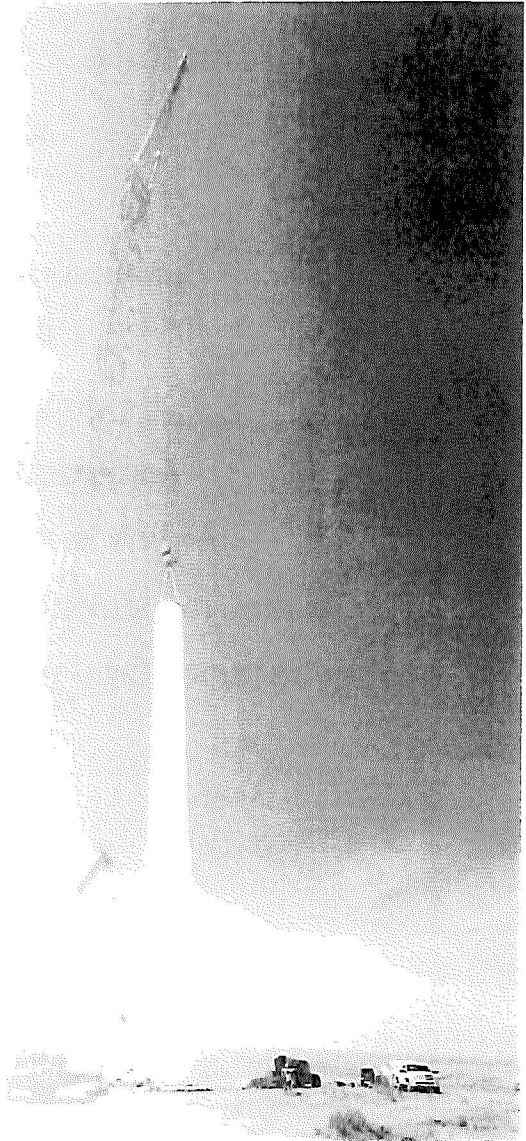
Here is what is needed to do and learn:

- Finalize land campaign
- Aerial raptor nest survey
- Eagle and avian use surveys
- Bat survey
- Ground identification of houses, barns, irrigation, wells, ponds
- Prairie, forest, and other sensitive habitat review
- Cultural resources desktop study
- Cultural and archaeological survey
- Environmental site assessment for the RECs
- Federal Aviation Administration Review
- Wetland and streams delineation study
- Engineering aerial survey
- Geotech desktop study
- Hydrology desktop study
- Noise modeling
- Shadow flicker modeling



## Construction

- Turbines will be interconnected by underground collection systems
- Roads will be upgraded when needed and fully restored to grant access for construction and O&M
- Substation will collect energy from turbines, increase the voltage, and connect to the grid
- Any drainage tile damaged will be repaired in accordance with the terms of our agreements with landowners and AIMA
- Restoration will take place at the end of the project life, and it is legally enforceable by our agreements and the AIMA.

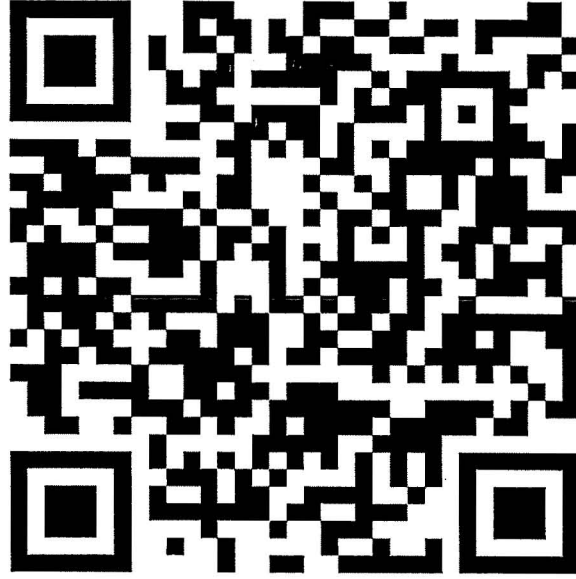




## Additional Frequently Asked Questions

- *Is there a map that shows where turbines will be located?*
- How far will turbines be from houses?
- How many turbines are going to be installed?
- What powerline will the project connect to?
- Is the power generated going to stay in Montgomery County?
- Who is writing the lease agreements?
- Are property values going to decrease?
- What is the standard wind lease term?
- Are turbines recyclable?
- What happens if Pattern sells the project to a 3<sup>rd</sup> party?

THANK YOU



[TheShoalsRenewables.com](http://TheShoalsRenewables.com)

[Facebook](#)

# The Shoals | FAQ

**How has Pattern been involved in Montgomery County thus far?**

Pattern is putting Montgomery County's needs first. Last year, Pattern donated over \$20,000 to Montgomery County organizations and community initiatives.

Additionally, Pattern has been engaging with the local community, county officials, and leadership across the project footprint since 2023, including Hillsboro, Rountree, Nokomis, Litchfield, and Raymond. We will continue to share project plans as they develop, listen to understand community concerns, and seek feedback on how best to support each community's needs.

**How many jobs will be created for local workers as a result of the project?**

Pattern is committed to working with local workforces, companies, services, and materials. During the project's construction phase, the Shoals will create 500-700 jobs, including equipment operators, electricians, laborers, and more. Once operational, 12-16 permanent, full-time staff will operate and maintain the facility.

**Will the project impact local property values?**

In less populated and more rural areas, where the majority of utility-scale wind development takes place, a Department of Energy study found no significant change in property values. In urban counties, the study found a small reduction in property values when a wind project is announced or being developed but see values rise again after three to five years. No impact was found in less populous counties.

**What is the lifespan of a typical wind project? Will you restore the land after the project is finished?**

Modern wind farms are projected to last 30 years, although this can be extended depending on environmental factors and improvements in technology. Pattern Energy has signed an Agricultural Impact Mitigation Agreement (AIMA) with the Department of Agriculture of Illinois to ensure that the landowners are protected and the soil is properly restored. This agreement imposes strict obligations on us to mitigate any impact of our projects on agricultural land and practices.

**Does Pattern plan to sell the project after construction?**

While it is too early to determine long-term ownership, Pattern has a strong track record of developing, constructing, maintaining and operating energy projects, and we expect to apply that same experience here, consistent with our broader portfolio.

## The Shoals | FAQ

**What is the height of the turbines? Do taller turbines face a higher likelihood of being struck by lightning or affected by severe weather?**

Turbine heights range from 400 to 600 feet - not a far range from other energy generation facilities in the area. For reference, the now-decommissioned Coffen Power Station in Illinois featured a main smokestack standing at approximately 320 feet tall.

Turbines are designed with built-in lightning protection systems that safely direct strikes into the ground. They are also engineered to withstand severe weather typical for the region. While extreme events like tornadoes can impact any structure, turbine damage is very rare, but if it ever occurs, the operator is responsible for cleanup and restoring the site.

**Are wind facilities safe?**

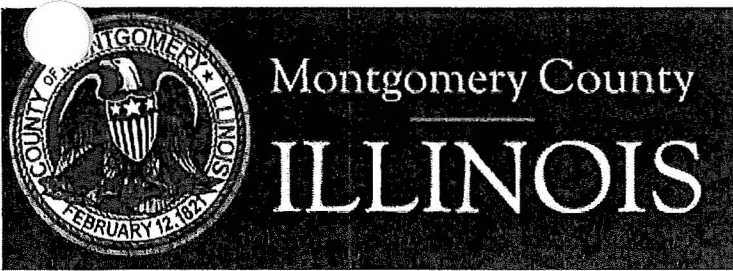
To date, there have been no peer-reviewed studies finding negative health effects of hosting or living near a wind turbine or wind farm. Scientific evidence to date indicates that at common residential setback distances there is no direct health risk from wind turbine noise, including low-frequency noise and infrasound. The Shoals project will meet and exceed all local and state siting and setback requirements, ensuring the safety and comfort of all local residents.

**What about local wildlife and habitats? Will the project hurt birds?**

Pattern Energy works closely with federal and state wildlife agencies to understand local conditions and minimize potential impacts to birds, bats, and other wildlife. To reduce risk, wind turbines are carefully sited away from sensitive habitats and migratory corridors, and modern turbine designs and operational practices are used to further protect wildlife. No form of energy development is completely impact-free. However, extensive research and decades of monitoring show that wind energy has a much smaller overall impact on wildlife and ecosystems compared to fossil fuel-based energy sources, which contribute to habitat loss, air and water pollution, and climate change.

For more information, scan this QR code or visit our website at [TheShoalsRenewables.com](http://TheShoalsRenewables.com).





## Montgomery County ILLINOIS

## Montgomery County Compensation Administration Program

The purpose of the Compensation Administration Program is to set the standards for administration of compensation for employees covered by the compensation system. The goal of the Compensation Administration Program is to develop and maintain a comprehensive compensation and benefits plan that will allow Montgomery County to support the attainment of its strategic organizational goals. It is the policy of Montgomery County that the total Compensation Plan be designed to achieve four key objectives:

- Be effective in retaining, motivating, and attracting employees.
- Be efficient to remain externally competitive.
- Be equitable, fair, and rewarding.
- Be in compliance with local, state and federal laws and regulations.

### New Employees

All new employees should, whenever possible, be hired at the minimum rate. An employee may be hired at a rate lower than the minimum only if hired as a trainee for that particular job. This employee shall be increased to the minimum as soon as he/she obtains the qualifications required, but in no case longer that time specified in job description. An employee may be hired at a rate higher than the minimum, provided they possess special training and/or experience. In this case the employee may be paid a starting rate corresponding to their ability, experience, and training. But only in exceptional cases, with approval of the Elected Official or Department Head, shall an applicant be hired above the minimum.

### Merit Increases

All increases will be based on merit and achievement of skill requirements. These merit increases may be granted as allowed by the current fiscal year budget. The decision should not be based on subjective opinion but must be backed up by objective records of performance. The purpose of this process is to ensure that allocated pay increases are distributed in a consistent, equitable, and performance-based manner within the approved budget. Elected Officials and Department Heads will allocate pay increases based on each employee's overall performance rating for the review period. Performance ratings are used to differentiate increases in a way that rewards higher performance while remaining within budget constraints.

- **High-performing employees** (those rated "Good" or above) are eligible for higher pay increases within the allocated budget.
- **Average-performing employees** may receive a modest increase, depending on available funds.
- **Low-performing employees** (those rated "Poor" or equivalent) may receive a minimal increase or no increase, based on documented performance concerns.

Elected Officials and Department Heads must first allocate increases within the ranges of high performing and low performing employees according to the performance guidelines above while staying within their total approved budget. If funds remain after minimal or no increases are assigned to low-performing employees, any remaining budget will be redistributed among higher-performing employees, with priority given to those demonstrating sustained or exceptional performance.

It is the responsibility of Elected Officials and Department Heads to:

- Ensure performance ratings are supported by documented evaluations and objective criteria.
- Apply the allocation guidelines consistently across employees.
- Not exceed the total allocated budget.
- Be prepared to explain pay decisions in a clear, professional, and performance-based manner.

All proposed pay increases are subject to review and approval by management and/or Human Resources to ensure compliance with County compensation practices and applicable laws.

### **Promotions**

When an employee is promoted, he/she will be given an increase effective on the beginning of the next regular payroll period.

### **Transfers**

No wage action shall be taken when an employee is given a lateral transfer between jobs in the same grade. The employee will be considered on his/her next scheduled review date.

### **Demotions**

In the event of demotion, the wage rate will be altered to coincide with wages paid for comparable performance on jobs in the same pay grade unless:

- The existing wage does not disrupt harmony or cause conflict.
- The demotion is made for the convenience of the County.

### **Procedure**

Salary increase recommendations will be handled according to the procedure outlined below:

- The Elected Official or Department Head will prepare performance appraisal, job description, and determine rate increase with management committee approval.
- When an increase is indicated the appropriate personnel form will be filled out to indicate the increase.
- When an increase is not indicated the reason for the rejection, and employee's reaction to the explanation, should be entered on the personnel form and the report shall then be filed in that employee's file.
- In either case, whatever action is taken, it is the responsibility of the Elected Official or Department Head to discuss this action with the employee in private.

The Elected Official or Department Head shall approve any annual increase percentage and approve salary grades for each position. This shall be done annually, as positions are changed or added, or as deemed necessary in order to ensure fairness and compliance with County policy.

### **Compensation Guidelines**

- Detailed job analysis to be completed every two years.
- Detailed job description for each position to be updated annually or each time job duties change.
- Administer increases and advancement based on each individual performance and skill development.
- Employees with above average performance will be eligible to receive additional merit increases.
- The compensation plan shall be reviewed at the end of each year by the Development & Personnel Committee for any necessary changes to the plan.
- Create compensation levels based on skills and ability required with minimum pay rates at each level.



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: 10-33-376-004

As described in certificate(s) : 2021-00319 sold October 2022

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 Litchfield, 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 14<sup>th</sup> day of April, 2026

ATTEST:  
  
CLERK

COUNTY BOARD CHAIRMAN

# Beacon™ Montgomery County, IL

04-26-001  
10-33-376-004



Parcel ID	10-33-376-004	Alternate ID	n/a	Owner Address	MONTGOMERY COUNTY TRUSTEE
Sec/Twp/Rng	n/a	Class	0060		1 COURTHOUSE SQ
Property Address	113 E UNION AV	Acreeage	n/a		ROOM 101
	LITCHFIELD IL 62056				HILLSBORO IL 62049
District	11058				
Brief Tax Description	W PT LOT 2 BLK 4 22 FT X 132 FT LOTS IN LITCHFIELD 9-5-744 S T00 R				
	(Note: Not to be used on legal documents)				

# Montgomery County Slip/Trip/Fall Prevention Policy

## 1.0 PURPOSE

1. Montgomery County will make all reasonable efforts to:
  - a. Protect the health and safety of employees.
  - b. Provide safe work practices for employees.
  - c. Provide information to employees.
  - d. Identify and correct health and safety hazards and encourage employees to report hazards.
2. This Slip, Trip and Fall Prevention policy has been developed to minimize injury, illness, or death associated from slip, trip and fall related incidents. Procedures include worksite evaluations, elimination of slip, trip and fall hazards, and employee training.
3. Requirements outlined in this manual are mandatory by regulation where the word "shall" is used and are advisory in nature where the word "should" is used.

23272

## 2.0 APPLICATION OF THIS GUIDANCE DOCUMENT

1. The objectives of the Slip, Trip and Fall Prevention Guide are to provide direction on:
  - a) Identifying working environments where slip, trip and fall hazards are most likely to occur.
  - b) Eliminating/reducing identified slip, trip and fall hazards.
  - c) Training employees who will be working in environments where slip, trip and fall hazards are likely to arise during a typical work shift.

## 3.0 RESPONSIBILITIES

The responsibilities listed below supplement the core responsibilities as outlined in employee job descriptions.

### 3.1 Supervisors

1. Supervisors are responsible for the following:
  - a) Identifying work locations that are "Higher Risk Areas." For definition of "Higher Risk Area," refer to Section 4.1.1.
  - b) Ensuring periodic workplace inspection is conducted to identify slip/ trip/ fall hazards.
  - c) Properly addressing slip, trip and fall hazards promptly and consulting with the safety committee if a slip, trip and/or fall hazard cannot be abated.
  - d) Ensuring appropriate training is provided for all employees who will be working in higher risk areas where slip, trip and fall hazards are prevalent.
  - e) Evaluating employees' compliance with safe work practices.
  - f) Where routine or occasional floor cleaning is performed by departmental staff, creating a floor maintenance procedure, and ensuring that personnel properly and consistently follow floor maintenance procedures.
  - g) Promptly reporting all employee injuries to employer.

### 3.2 Employees

2. Employees who work in a higher risk area are responsible for the following:
  - a) Adhering to the recommended housekeeping practices & other safe work practices to prevent slip, trip and fall related incidents. This includes cleaning up spills immediately, marking spills and wet areas, mopping, or sweeping debris from floors, and removing obstacles from walkways, and keeping areas free from clutter.
  - b) Following all Montgomery County safety practices, including but not limited to:
    - 1) Reporting potential hazards to the supervisor immediately.
    - 2) Reporting accidents to the supervisor immediately.

### 3.3 Department Managers

3. Department managers are responsible for the following:
  - a) Assisting in the identification and elimination of slip, trip and fall hazards found in common/shared areas. Inspections for identifying slip, trip and fall hazards are recommended:
    - At least annually, ideally prior to a wet season.
    - Before, during, and/or after construction and renovation activities in situations where building occupants and the general public may be affected.
  - b) As appropriate, assisting departments with the removal of facilities-related slip, trip and fall hazards.
  - c) Consulting with the safety committee for assistance in addressing slip, trip and fall hazards as appropriate.

### 3.4 Safety Committee

4. The Safety Committee is responsible for the following:
  - a) Developing, implementing, and maintaining the Slip, Trip and Fall Prevention Guide.
  - b) Assisting departments in evaluating areas where slip, trip and fall hazards are prevalent and providing suggestions to help abate noted deficiencies.

- c) Making available training for employees who work in areas where slip, trip and fall hazards are prevalent.
- d) Analyzing and reporting trends in injury and/or incidence rates related to slip, trip and fall hazards.

#### 4.0 HAZARD IDENTIFICATION/INSPECTION

##### 4.1 Slip, Trip, & Fall Hazards

1. Common slip, trip and fall hazards result from:

- a) Wet or contaminated floors (e.g., grease, liquids, ice, oil, dust fine powders, etc.).

Contaminant	Source
Rain/Snow water	<ul style="list-style-type: none"> <li>• Transmitted internally from open external doors or from feet, coats, or umbrellas of pedestrians</li> <li>• Building leaks</li> </ul>
Ice	<ul style="list-style-type: none"> <li>• Wintery conditions</li> </ul>
Water, other fluids	<ul style="list-style-type: none"> <li>• From spills, plumbing leaks, cleaning, ice machines</li> </ul>
Floor cleaning products	<ul style="list-style-type: none"> <li>• Resulting from failure to follow appropriate floor cleaning procedures</li> </ul>
Body fluids	<ul style="list-style-type: none"> <li>• Blood, vomit</li> </ul>
Condensation	<ul style="list-style-type: none"> <li>• Variations in temperature</li> </ul>
Dusts	<ul style="list-style-type: none"> <li>• Natural or from stored materials</li> </ul>
Debris	<ul style="list-style-type: none"> <li>• Bags, paper, food residues, soil, cardboard boxes</li> </ul>

- b) Uneven walking surfaces, holes, changes in level, broken or loose floor tiles, defective or wrinkled carpet or uneven steps/thresholds.
- c) Mats or rugs not lying flat on the floor.
- d) Obstructions and accumulation of objects in walkways (e.g., hoses, cords, cables, debris, etc.).
- e) Unguarded platforms, walkways, and work areas 48 inches above ground.
- f) Inadequate illumination

##### 4.1.1 Higher Risk Areas

For purposes of this Guide, an area where slip, trip, or fall hazards may likely arise during a typical work shift, is considered a "higher risk area". Examples of higher risk areas include:

- a) Kitchens - wet floor
- b) Locker rooms - Bathrooms - wet floor
- c) Loading docks - elevated locations
- d) Maintenance Garages – wet floor - housekeeping
- e) Vehicle Storage Garages – wet floor - housekeeping

#### 4.2 Inspections

2. Inspections to identify slip, trip and fall hazards are recommended and should be conducted on a regular basis. For higher risk areas, a formal inspection is recommended at least weekly; more frequently depending on the likelihood for changing conditions. For building common areas, it is recommended that the building Department Manager conduct inspections.

Recommended inspections should minimally include evaluation of the following:

- a) Condition of floors, carpets, and steps
- b) Floor maintenance procedures
- c) Housekeeping practices
- d) Lighting levels
- e) Presence and condition of guardrails, stair-rails, and handrails at elevated work surfaces.

## HAZARD CONTROL MEASURES

### 5.1 General Housekeeping Procedures / Safe Work Practices

1. The following housekeeping procedures and safe work practices must be followed to prevent accidents associated with slip, trip and fall hazards:
  - a) **General Safety**
    - Avoid running or walking too fast, especially in higher risk areas.
    - Avoid carrying items that will obstruct one's view of their walking pathway.
    - Avoid walking through potential slip, trip and fall hazards.
    - Use extra caution when traveling both outdoors and indoors during wet/winter weather.
    - Avoid walking and texting
  - b) **General Housekeeping Procedures**
    - Clean up spills immediately. For greasy liquids, use suitable cleaning agent.
    - Do not leave floors wet after cleaning – clean them to a completely dry finish if possible. If "clean-to-dry" is not possible, then use barriers and "wet floor" warning signs to keep people off the wet area.
    - Use cleaning methods that do not spread the problem. Small spills are often better dealt with using a paper towel instead of a mop that wets a larger area of floor.
    - Do not use cardboard to soak up spills.
  - c) **Slip Hazards**
    - Sidewalks and parking lots shall be cleared of snow and ice, and salt and ice- melt used in high traffic areas. Snow and ice removal procedures shall be conducted prior to arrival hours of general working population.
    - Floors, platforms, and walkways **shall** be maintained in good repair, and reasonably free of oil, grease, or water. Mats, grates, or other methods that provide equivalent protection **shall** be used on areas where operation requires walking on slippery surfaces.
    - Slip-resistant floor coatings should be used in areas that are likely to get wet or subject to frequent spills.
    - Slip hazards must be identified and removed promptly.
    - Warning signs or other equally effective means (barricades) should be used as a warning system in areas where a slip hazard is present
  - d) **Trip Hazards**
    - Platforms and walkways **shall** be free of obstructions & dangerous projections (e.g., extension cords, power cables, hoses, carts, boxes, debris).
    - Position equipment to avoid cables crossing pedestrian routes; use cable covers securely fix to surfaces or consider use of cordless tools.
    - Surfaces in poor repair (i.e., holes, surface upheaval, and broken tiles) **shall** be repaired or guarded by readily visible barricades, rails or other equally effective means.
    - Ensure floor mats and rugs are securely fixed and do not have curling edges.
  - e) **Fall Hazards**
    - 1) Elevated Locations
      - Guardrails **shall** be provided on all open sides of unenclosed elevated locations. Examples include balconies, runway ramps, or working surfaces that are more than 48 inches above the floor, ground, or other working areas of a building.
      - For Roofs: Guardrails **shall** be provided at locations where there is routine need for an employee to approach within 15 feet of the edge of the roof. Where such roof access is needed no more than 4 times a year, safety belts, lanyards, or an approved fall protection system may be used in lieu of guardrails.
    - 2) Stairways **shall** have handrails or stair rails on each side.
    - 3) When a ladder is used employee **shall** follow safe ladder practices.
    - 4) Elevated Work Platforms & Aerial Devices (e.g., vertical tower, scissor lift):
      - Only employees who have been trained and authorized by the supervisor **shall** operate elevating work platforms and aerial devices. NOTE: Aerial device and elevating work platforms are vehicle-mounted or self-propelled device designed to elevate a platform/ individual in a substantially vertical axis.

f) **Design Guidelines for guardrails, stair-rails, and handrails**

- Design guidelines for guardrails, stair-rails, and handrails can be found within the IPRF Loss Control Manual, SECTION 18 – Slip and Fall Prevention. The Loss Control Manual can be found within the Loss Control section of the IPRF website ([www.iprf.com](http://www.iprf.com)).
- Additional information on the design guidelines for guardrails, stair-rails, and handrails can be found at Per OSHA IDOL/OSHA CFR 1926.502 (b) Subpart M, for construction tasks as well as IDOL CFR 1910 Subpart D, for general industry. Within the standards referenced, depending on the job assignment, there are variations with the requirements, ensure to refer back to the most applicable standard.

**5.2 Floor Mats and Other Floor Treatments**

2. Where work processes are expected to create wet floor surfaces, such surfaces shall be protected against slipping by using mats, grates, cleats, or other methods that provide equivalent protection. Where wet processes take place, drainage shall be maintained and false floors, platforms, mats, or other dry standing places provided.

a) **Floor mats**

1. Floor mats **shall** be placed in higher risk areas where walking-working surfaces may encounter wetness or other slippery conditions. Examples of higher risk areas include:
  - a. Building entrances
  - b. Areas adjacent to food counters and food preparation areas
  - c. Cooking areas
  - d. Areas where the work procedure is going to produce fluids that could remain standing on the floor surface
2. The design of floor mats should have the following features:
  - a. Slip resistant surface on both top and bottom sides.
  - b. Beveled edges, flat edges, or similar design to help reduce the likelihood of workers tripping on the mat's edges.
  - c. Slots or similar design to help promote drainage and prevent accumulation of water & grease.
  - d. Antibacterial treatment or similar design to help prevent the growth of mold and mildew.
3. Floor mats should not be installed and used in a way where the mat itself becomes a slip or trip hazard.

b) **Other Methods**

Where wet processes are used, drainage shall be maintained and false floors, platforms, mats, or other dry standing places shall be provided.

**5.3 Slip-Resistant Footwear**

3. Employees who work in potentially slippery higher risk areas must wear slip-resistant footwear. When selecting slip-resistant footwear, the following should be considered:
- a) **Level of slip-resistance** (i.e., Polyurethane, and microcellular urethane soles are more slip-resistant compared to nitrile and styrene rubber).
  - b) **Tread design, tread hardness, and shape of sole and heel.** (i.e., High elastic soles with raised-tread and crosshatch patterns are more slip-resistant compared to rough and flat soles. Tread patterns should cover the whole sole and heel area.)
  - c) **Use of non-slip shoe covers.** Examples include YakTrax, Gator Shoes with Gatorbacks or other slip resistant over shoes.
  - d) **Proper support and comfort.**
  - e) A footwear wear inspection program to ensure treads are still adequate.

**NOTE:** The use of slip-resistant footwear alone is not adequate in preventing slip-related accidents. General housekeeping procedures, safe work practices, and matting/ floor treatments must be used, as necessary.

**5.4 Floor Maintenance Procedures**

- 4. A floor maintenance procedure must exist where routine or occasional floor cleaning is performed by departmental staff. It is recommended to consult with the floor cleaner product manufacturer for guidance on suggested cleaning procedures. The following should be considered when developing a floor maintenance procedure:
  - a) The type of floor finish products used, including slip-resistant polymer finishes, strippers, degreasers, and general cleaners.
  - b) Proper application methods for products, including proper dilution and time schedules for each component or process.
  - c) Proper warning system used during floor maintenance operation to alert building occupants of the presence of potential slip, trip and fall hazards.
  - d) Documentation of products used, including Safety Data Sheets, and specifications regarding the slip-resistance level of the product.
  - e) Periodic review of maintenance program, especially after a report of an employee "near miss" or actual accident.

**6.0 TRAINING**

For employees working in higher risk areas, training **shall** be provided to ensure employees follow safe work practices.

**6.1 General Housekeeping/Safe Work Practices**

All employees who may be required to work in a higher risk area **shall** be trained on the following:

- Recognition of potential hazards associated with working in a higher risk area.
- The use of control measures to prevent slip, trip and fall related accidents.

The frequency of training provided to the employees is to be determined by the supervisor and department manager.

**6.2 Floor Maintenance Procedures**

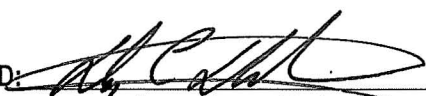
Where departmental staff personnel are assigned to perform routine or occasional floor maintenance, recommend training should be provided on established floor maintenance procedures and necessary PPE to be worn. When new products and/or equipment are used, recommend the departmental staff receives adequate re- training for proper usage.

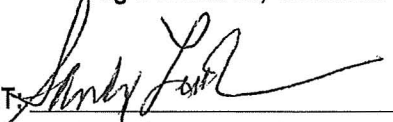
**6.3 Recordkeeping**

Supervisors **shall** keep records of health and safety training received by employees.

**7.0 PASSED** this 12<sup>th</sup> day of May 2026 by the members of the Montgomery County Board duly assembled in Hillsboro, Illinois.

AYES: 13 . NAYS: 0 PRESENT: 13 ABSTAIN/ABSENT: 0

SIGNED:   
Doug Donaldson, Chairman

ATTEST:   
Sandy Leitheiser, County Clerk

# Montgomery County Safe Lifting Policy

**NOTE:** The following resources are designed to assist IPRF Members in the establishment and maintenance of their own safety activities. These resources are developed from a variety of sources and are not all inclusive and should be used as only a guide. Each resource should be further customized by the IPRF Member to address their specific exposures. IPRF Members shall remain fully responsible for the implementation and operation of its own safety policy/program/procedure. IPRF assumes no responsibility for the implementation, management or control of these activities. Prior to implementing any safety program/policy/procedure, it is recommended that it be reviewed by legal counsel, and against any existing policy/program/procedure, and state and federal regulations.

## **SAFE LIFTING**

### **INTRODUCTION**

This section provides guidelines to address material handling exposures as serious injuries can result from improperly handling and storing materials. Employees should be trained on proper procedures that can help to minimize or reduce these incidents from occurring. Whether moving materials manually or mechanically, employees should know the potential hazards associated with the task and how to control them within the workplace. The types of injuries can include:

- Strains and sprains from lifting loads improperly or that are too heavy for the physical lifting abilities of the employee.
- Fractures and bruises caused by being caught between material handling equipment and a fixed object.
- Cuts and bruises caused by striking a fixed object or by a falling object.

### **GUIDELINES**

The general requirements of this program shall be followed for material handling, and storage of material.

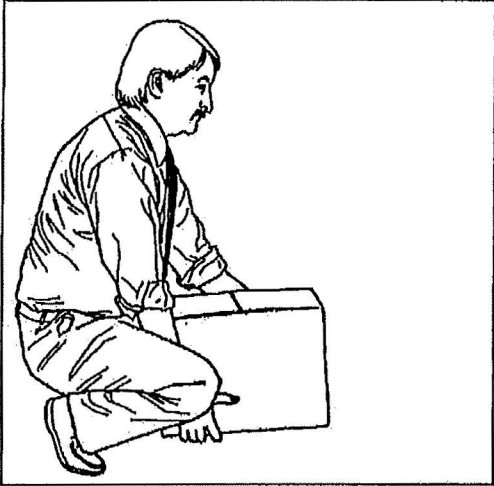
### **TRAINING**

All employees shall be trained in safe methods of handling, storing, and disposing of materials. Documented retraining shall be conducted on a regular basis. Employers must train in the expected procedures and proper use of equipment in which they might operate. A record of retraining shall be maintained on file by supervision.

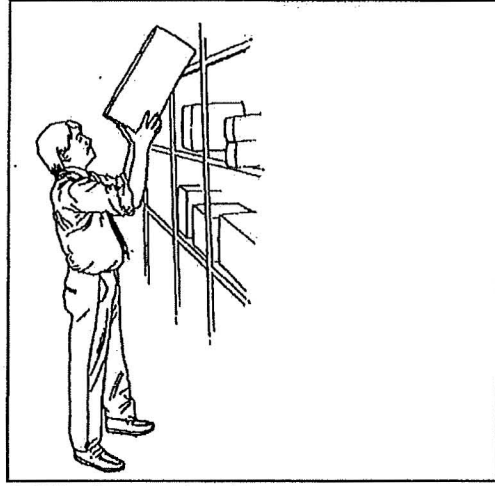
Employees shall be trained in the following safe work practices:

- Store all material so that it is stacked, blocked, interlocked, and limited in height so that it is secure against falling, sliding, or collapse.
- Store material so that it is at least 18" below sprinkler heads.
- Store heavy items on shelves that are between knee and shoulder level. Secure shelving units to wall to prevent tipping over.
- Do not exceed maximum safe load limits of floors.
- Do not exceed maximum safe load limits of shelving.
- Keep aisles clear and in good repair, free of tripping hazards to allow free and safe movement of material handling equipment and employees. Permanent aisles and passageways shall be appropriately marked.
- To survey the travel areas prior to the lift to ensure it is free of obstacles
- Ensure the aisle way offers sufficient clearance when using mechanical aids. This will minimize the chance of employees from being pinned between the equipment and fixtures in the workplace.
- Use ramps (if available) when a difference in work levels exists.
- Store material at least six feet away from floor openings.
- Separate non-compatible materials.
- Band boxed materials or secure them with cross ties or shrink plastic wrap.
- Block the bottom tiers of drums and barrels to keep them from rolling or shifting in either direction.
- Stack and bag materials by stepping back the layers and cross keying the bags at least every ten bags high.
- Inspect loads to verify they are stable and secure (to prevent displacement during handling operations).
- Keep storage areas free from accumulations of materials that could cause tripping, fires, explosion, or could harbor pests.

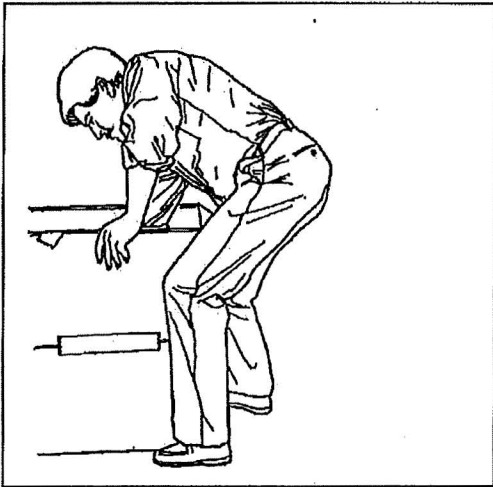
- Follow these requirements when manually handling materials:
  - Do not lift awkward or heavy materials by yourself. Get a fellow employee to help you.
  - Use power and mechanical lifting equipment in place of manual lifting when available.
  - Plan the lift when two or more persons are handling an object. Only one person should give instructions. Decide the route you plan to take before carrying the object and discuss all possible problems prior to moving the object. Work as a team!
  - Inspect the object you are going to move or lift for sharp edges, nails, splinters, and other problems that may cause injury prior to lifting.
  - Do not stack carried objects so they block your view of your path of travel.
  
- Follow these steps when manually lifting material, (see Exhibit A):
  - Keep feet apart; with one foot alongside the object being lifted and one foot behind it.
  - Keep your back straight (nearly vertical).
  - Tuck your chin to your chest. This will help you keep head, neck, and spine in proper alignment.
  - Grip the object with the whole hand and use a firm grip. Do not lift your fingers only gripping the object.
  - Tuck your elbows and arms in close to your sides. This will add to your leverage and help keep your body weight centered.
  - Keep your body weight centered over your feet.
  - Start the lift with a thrust of the rear foot and allow your legs to perform the work. Do not twist during a lift. This is one of the most common causes of back injury. By simply turning the forward foot out and pointing it in the direction of the eventual movement, the greatest danger of twisting is avoided.
  - Keep your body weight centered over your feet.
  - Start the lift with a thrust of the rear foot and allow your legs to perform the work. Do not twist during a lift. This is one of the most common causes of back injury. By simply turning the forward foot out and pointing it in the direction of the eventual movement, the greatest danger of twisting is avoided.
  - Keep the object close to your body.
  - Turn your feet and face the direction in which you will unload the object. Avoid lifting and twisting motions, turn your feet!
  - When unloading the object, keep the object close, and maintain same body positions as described above.
  - See your supervisor if you have any questions on the proper way to lift.
  - Ensure that all mechanical lifting equipment is in proper working order before using.
  - Do not overload or exceed the rated capacity of the mechanical aid.
  - Let the weight, size and shape of the material being lifted dictate the type of equipment used.



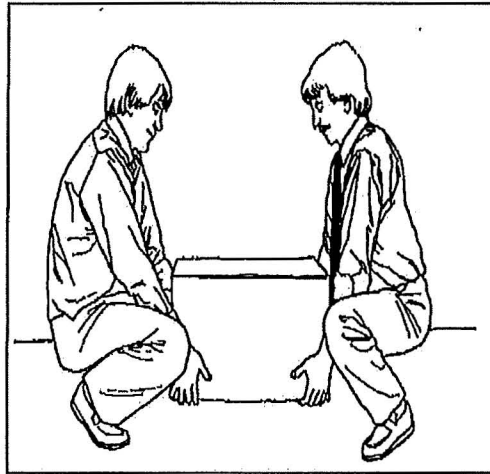
1. Lifting a boxed object from the floor



2. Lifting from overhead



3. Lifting a small, light-weight object from a basket or bin



4. Two-handed, two-person lift

# LIFTING AND MOVING TECHNIQUES

## PURPOSE

The purpose of this SOG is to provide proper lifting and moving techniques in order to reduce injury. Using proper body mechanics, power lifting, and a power grip can help provide a safe lifting practice. Know your own limitations and the limitations of those around you.

## DEFINITIONS

**Body Mechanics:** The proper use of the body to facilitate lifting and moving and prevent injury.

**Power Lift:** A lift from a squatting position with weight held close to body, feet apart and flat on the ground, body weight on or just behind balls of feet, back locked in. The upper body is raised before the hips, also called the "squat-lift position."

**Power Grip:** Gripping with as much hand surface as possible in contact with the object being lifted, all fingers bent at the same angle, hands at least 10 inches apart.

## LIFTING PROCEDURES

1. Considerations must you make before lifting:
  - The object's size and weight
  - Your limitations
  - Communication with partner
2. Five rules must you follow in order to prevent injury when lifting:
  - Position your feet properly having the feet shoulder width apart with toes pointed slightly outwards.
  - Use your legs, not your back
  - Don't turn or twist
  - Do not compensate when lifting with one hand — don't lean!
  - Keep the weight close to you
3. When you have to exert a lot of effort in reaching, follow these four rules:
  - Keep your back in a locked-in position
  - Avoid twisting while reaching
  - Avoid reaching more than 15–20 inches in front of your body
  - Avoid prolonged reaching when strenuous effort is required
4. When you have to exert a lot of effort in pushing or pulling, follow these seven rules:
  - Push, rather than pull, if possible
  - Keep your back locked in
  - Keep the line of pull or push through the center of your body by bending your knees
  - Keep the weight close to your body
  - If the weight is below waist level, push or pull from kneeling position
  - Avoid pushing or pulling overhead
  - Keep your elbows bent and arms close to your sides

PASSED this 12<sup>th</sup> day of May 2026 by the members of the Montgomery County Board duly assembled in Hillsboro, Illinois.

AYES: 13      NAYS: 0      PRESENT: 13      ABSTAIN/ABSENT: 0

SIGNED:   
Doug Donaldson, Chairman

ATTEST:   
Sandy Leitheiser, County Clerk

**MONTGOMERY COUNTY BOARD RESOLUTION NO. 2026-<sup>06</sup>**  
**RESOLUTION ESTABLISHING A COUNTY-WIDE CODE OF CONDUCT**  
**FOR LAND AGENTS AND ENERGY PROJECT REPRESENTATIVES**

WHEREAS, Montgomery County regularly receives proposals for energy infrastructure projects including wind energy conversion systems, solar facilities, carbon sequestration pipelines, transmission lines, and related developments; and

WHEREAS, landowners have reported concerns about high-pressure tactics, misleading statements, repeated unwanted contacts, failure to leave private property when asked, and the withholding of executed leases from public record; and

WHEREAS, the Illinois Criminal Code (720 ILCS 5/21-3) already prohibits knowingly remaining on another's land after notice to depart (including notice by purple paint markings under subsection (b-5)) or using false representations to gain entry, and such violations are Class B misdemeanors; and

WHEREAS, the Montgomery County Board desires to protect the rights of all property owners while promoting fair dealing and transparency in all energy-related negotiations;

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board as follows:

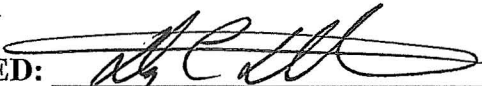
1. **Code of Conduct Adopted.** Every land agent, employee, contractor, or representative of any energy developer (wind, solar, carbon sequestration, transmission, or similar projects) operating in Montgomery County shall:
  - o Promptly identify themselves and the company they represent.
  - o Treat landowners with respect and never engage in harassing, coercive, intimidating, or high-pressure behavior.
  - o Immediately leave any property when asked by the landowner or when encountering purple paint markings placed in accordance with 720 ILCS 5/21-3(b-5)
  - o Provide only factually correct information and correct any errors promptly.
  - o Furnish maps, documents, and contact information as requested.
  - o Discontinue any discussion that becomes acrimonious and withdraw.
2. **No-Contact List Requirement.** Companies shall maintain a list of properties in which the owner has indicated that they are not to visit or call. This list will be reviewed by the land agents and will be considered notice to all members of the land agent and their company.
3. **Mandatory Registration.** Every energy developer shall file with the County Clerk/Recorder, within 30 days of beginning any landowner contacts, a current list of all land agents working in the county, with names, contact information, and signed acknowledgment of this Code of Conduct.

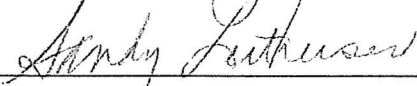
4. **Enforcement.** Any violation shall be reported to the Montgomery County Sheriff's Office. The Sheriff shall investigate and, where probable cause exists, refer the matter to the State's Attorney for prosecution as a Class B misdemeanor under 720 ILCS 5/21-3 or related statutes. Repeated violations by the same developer may result in project applications being placed on administrative hold until full compliance.

5. **Effective Date.** This Resolution takes effect immediately upon passage.

**PASSED AND ADOPTED** this 12<sup>th</sup> day of May, 2026 by the members of the Montgomery County Board duly assembled in Hillsboro, Illinois.

**AYES:** 13 **NAYS:** 0 **PRESENT:** 13 **ABSTAIN/ABSENT:** 0

**SIGNED:**   
\_\_\_\_\_  
**Doug Donaldson, Chairman**

**ATTEST:**   
\_\_\_\_\_  
**Sandy Leitheiser, County Clerk/Recorder**

23|283

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2026-06

**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 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. #1282 N. 23rd Ave/E. 12th Rd.	Raymond Road District	34.15 %	\$5,464.00
	Rountree Road District	15.85 %	\$2,536.00
	Montgomery County	50 %	\$8,000.00

TOTAL = 100 % \$ 16,000.00

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.

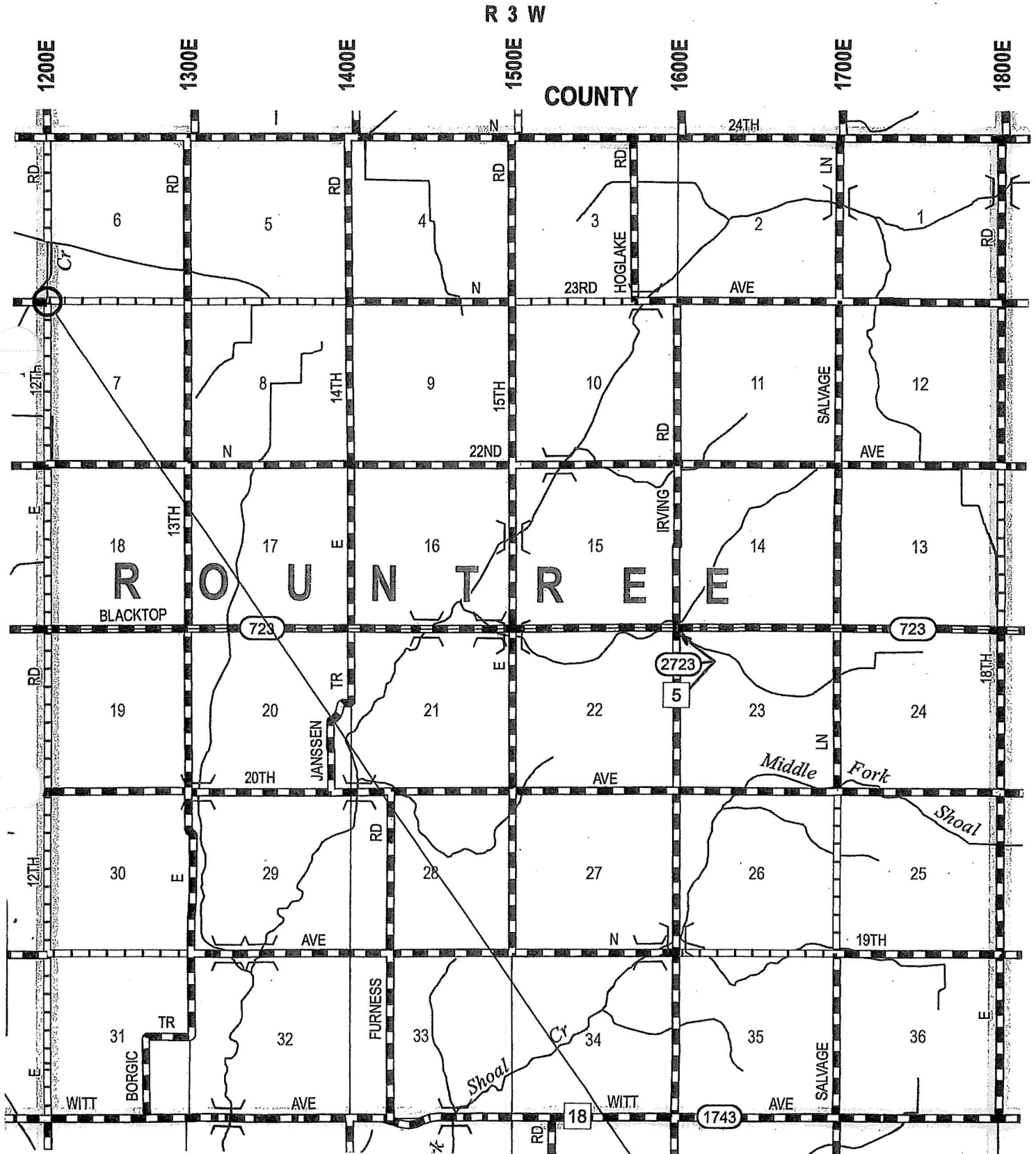
Approved and adopted by the Montgomery County Board this 12th day of May, 2026.

  
SANDY LEITHEISER, COUNTY CLERK



MCHD Proj. #1282  
50/50 Culvert Replacement  
Raymond/Rountree Townships

23284



Proposed 54"ERS x 50' Polycoated Pipe Culvert

COMMODITY FLOW STUDY

CONSULTANT AGREEMENT

This is an agreement between Montgomery County, Illinois, hereinafter referred to as the COUNTY and AEC, LLC, hereinafter referred to as the CONSULTANT.

The COUNTY and the CONSULTANT enter into this agreement, hereinafter referred to as the AGREEMENT, in which the CONSULTANT agrees to provide professional services to develop a Commodity Flow Study (CFS) in connection with a planning grant awarded by the Illinois Emergency Management Agency and Office of Homeland Security (IEMA-OHS) and funded through the U.S. Department of Transportation (USDOT). This AGREEMENT is dependent upon Montgomery County receiving grant funding from IEMA-OHS. Without the grant, this AGREEMENT is void.

The CONSULTANT has the experience in hazardous substances, transportation planning, risk assessment, environmental analysis, public involvement, and emergency planning to provide the services needed to complete a CFS.

Under penalties of perjury, the CONSULTANT certifies that 35-192-6594 is their correct Federal Taxpayer Identification Number and that they are doing business as a Limited Liability Company.

In consideration of these premises, the parties hereto agree as set forth in this AGREEMENT, which includes the Scope of Work, Project Schedule, and Budget.

The AGREEMENT executed this 9<sup>th</sup> day of June, 2016 becomes effective upon signing by the-COUNTY.

CONSULTANT

BY:

NAME: Andrea Campbell

TITLE: Regional Manager

ADDRESS: 4231 Westgate Drive  
Springfield, IL 62711

TEL: (217) 585-9517

COUNTY

BY:

NAME: Doug Donaldson

TITLE: County Board Chairman

ADDRESS: 1 Courthouse Sq  
Hillsboro, IL 62749

TEL: (217) 532-9888

23286

### Ordinance

ORDINANCE NUMBER 2026-07  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN MONTGOMERY COUNTY, ILLINOIS for Fiscal year 2027, beginning on July 1, 2026, and ending on June 30,  
2027.

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. Effingham County will serve as grant recipient and 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 Effingham 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 Effingham 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.

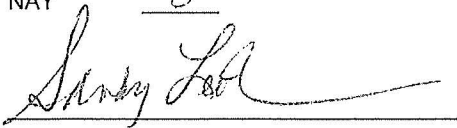
APPROVED by the Chairman of the Montgomery County Board, this 9<sup>th</sup> day of June 2026, and deposited and filed in the office of the Montgomery County Clerk of said County on that date.

Elected Board Members 14

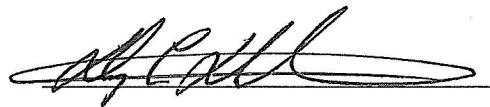
PRESENT 13

AYE 13

NAY 0



Clerk of Montgomery County, Illinois



Chairman of Montgomery County, Illinois

## Intergovernmental Agreement

This Agreement is entered into by and between the County of Effingham and the counties of Christian, Clay, Fayette, Montgomery, Moultrie and Shelby Counties (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 Christian, Clay, Fayette, Montgomery, Moultrie and Shelby Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Effingham 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 Effingham 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 encouraged to provide match as opportunity presents.
6. That the terms of this Agreement will be effective for the twelve-month grant period and is contingent on Effingham's acceptance as the Primary Participant/Grant Recipient.
7. Primary Participant shall provide program updates on a regular basis to the remaining Participants. Participants are encouraged to attend quarterly meetings with the PCOM and/or Operator to stay informed of program activities. Operator shall provide monthly county service reports to the County Clerk or other designated County representative.


8. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
9. 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.
10. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
11. 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.
12. 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.
13. The term of this agreement shall be for the **Grant Fiscal year of July 1, 2026, to June 30, 2027**, and will be submitted for approval annually.
14. This agreement is contingent upon Effingham County accepting responsibility as the Primary Grant Participant. Should Effingham County Board decline the responsibility, this agreement is null and void.

COUNTY OF EFFINGHAM, a body political and corporate

By:   
Chairperson, Effingham County Board

Attest:   
Effingham County Clerk

COUNTY OF MONTGOMERY, a body political and corporate

By:   
Chairperson, Montgomery County Board

Attest:   
Montgomery County Clerk

**COMMITTEE ASSIGNMENTS**

**Coordinating Committee:** Doug Donaldson – Chairman      Dr. Patty Whitworth – Vice Chairman  
Mark Hughes, Ethan Murzynski, Connie Beck, Chad Ruppert

**Development & Personnel:** Chad Ruppert – Chairman      Russ Beason – Vice Chairman  
Rob Corso, Chris Daniels, Jeremy Jones, Roy Schieferdecker

**Buildings & Grounds:** Mark Hughes – Chairman      Russ Beason – Vice Chairman  
Connie Beck, Keith Hancock, Cody Gudgel, Roy Schieferdecker

**Roads & Bridges:** Ethan Murzynski – Chairman      Keith Hancock – Vice Chairman  
Rob Corso, Evan Young, Cody Gudgel, Dr. Patty Whitworth

**Finance & Budget:** Connie Beck – Chairwoman      Chad Ruppert – Vice Chairman  
Rob Corso, Chris Daniels, Dr. Patty Whitworth, Evan Young

**Rules of Order Ad Hoc:** Connie Beck – Chairwoman      Patty Whitworth – Vice Chairman  
Chris Daniels, Mark Hughes, Keith Hancock

**COUNTY BOARD LIAISONS**

**CEFS Board:** Russ Beason

**Community Mental Health 708 Board:** Ethan Murzynski

**ETSB 911 Board:** Keith Hancock

**Health Department Board:** Dr. Patty Whitworth

**Illinois Association of County Officials:** Keith Hancock

**Montgomery County Economic Development Corporation:** Cody Gudgel

**Montgomery County Planning Commission:** Evan Young

**Montgomery County Senior Citizens Board:** Chris Daniels

**United County Council of Illinois:** Rob Corso

**University of Illinois Extension Services:** Chad Ruppert

**Veterans Assistance Commission:** Jeremy Jones

**West Central Development Council:** Jeremy Jones, Dr. Patty Whitworth

**Workforce Investment Board:** Jeremy Jones



## **The Shoals Renewables – Statement on “Do Not Contact”**

Thank you to the Montgomery County Board for the opportunity to clarify some details about the development process.

The Shoals Renewables project is committed to respecting landowner preferences. Our team records interactions we have with landowners in an internal log to track the progress of our engagements and negotiations. There is not a form or paperwork that landowners are required to complete to be tagged in our internal database as “Do Not Contact.” If they communicate to a Pattern representative that they would not like to be contacted again, we log them as such. Once a landowner is designated as “Do Not Contact,” that individual or family will no longer receive phone calls or in-person visits from the Pattern Energy team regarding land acquisition offers for The Shoals Renewables project.

In few cases, landowners designated as “Do Not Contact” may be contacted again if they initiate contact themselves, or if the offer materially changes (for example, if the offer were to change from an opportunity to host wind energy to an opportunity to host solar energy).

As members of this board know well, agricultural landowners are often approached by agents interested in partnerships for numerous different opportunities, including energy development, mineral rights, and more. Please note that requesting no further contact from a Shoals employee or representative does not exclude a landowner from receiving requests or offers from other companies or industries, and vice versa.

The Shoals Renewables team values meaningful partnerships, transparent communication, and ongoing engagement with landowners and community members. Landowners receive only the level of contact they request. The best way for this to happen is a direct discussion with the landowner. Without direct contact, there is no way for Shoals to verify a request, which increases the likelihood of unintentional contact.

We also want to clarify that the “Do Not Contact” designation applies only to land acquisition outreach, not to wider community outreach such as notices required by law, including but not limited to environmental study notices, construction notices, community-wide communications, and public meeting notices.

To be designated as “Do Not Contact,” landowners should reach out directly to The Shoals team. This can occur through a phone conversation, written communication or an in-person meeting.

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The Shoals Renewables is committed to acting as a good neighbor by listening to feedback and building strong, long-term relationships to ensure the project benefits the community for years to come. For more information, the public may visit [TheShoalsRenewables.com](http://TheShoalsRenewables.com) or contact the project team directly at 618-830-6460.

MONTGOMERY COUNTY HIGHWAY RESOLUTION  
RESOLUTION #2026-07

**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 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. #1283 E. 17th Rd.	Irving Road District	50 %	\$40,000.00
	Montgomery County	50 %	\$40,000.00
TOTAL =		100 %	\$ 80,000.00

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.

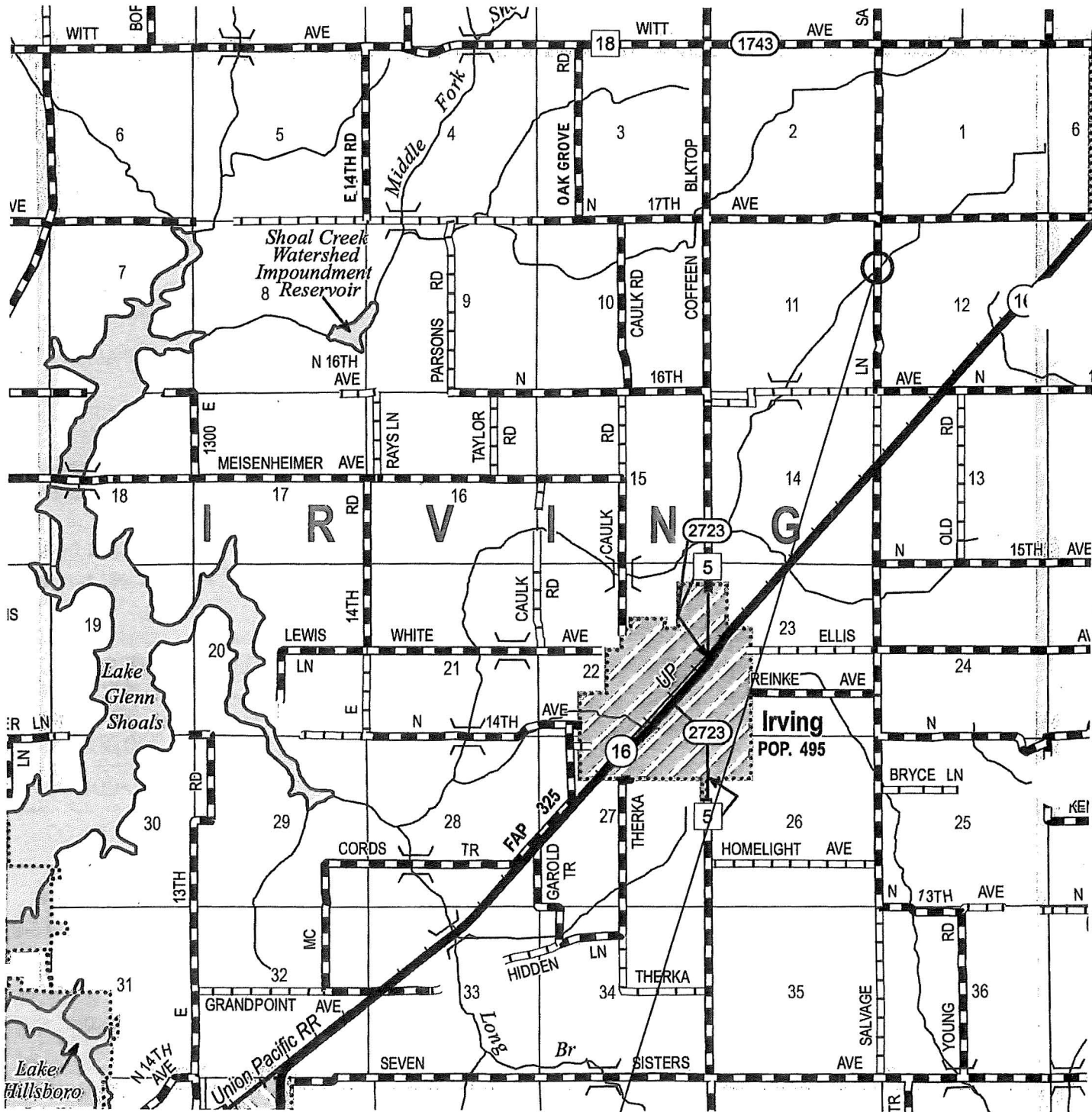
Approved and adopted by the Montgomery County Board this 9th day of June, 2026.

  
SANDY LEITHEISER, COUNTY CLERK

(SEAL)

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# MCHD Proj. #1283 50/50 Culvert Replacement Irving Township



Proposed 11'x4' Precast Concrete Box Culvert

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### Plains Solar – Montgomery County Road Use Agreement

*June* This ROAD USE AGREEMENT ("Agreement") entered into this 9<sup>th</sup> day of May, 2026 by and between Plains Solar, LLC, an Illinois limited liability company ("Plains Solar") and Montgomery County, Illinois, a body corporate and politic acting by and through its Board (the "County"), for the use of approximately 5.3 miles of county road path (shown below as Exhibit A) for the access to the proposed location during the construction of a solar farm ("Project") located at PIN 12-04-100-001 with an approximate address of 14088 Witt Avenue, Witt, IL 62094, hereby provides for the following:

1. The maximum weight limit on Witt Ave. and Irving Rd. will be 80,000 lbs.
2. Montgomery County will permit access to the solar farm from Witt Ave., exact access location to be determined in final design to be approved by the Montgomery County Engineer, currently represented by Exhibit B.
3. This Agreement shall serve as approval from Montgomery County of the preliminary type, size and location of the entrance culvert and entrance road as shown in Exhibit C, attached. Plains Solar shall provide the Montgomery County Engineer the final design of the type, size and location of the entrance culvert and entrance road at least fourteen (14) days prior to beginning construction. Should the Montgomery County Engineer have any objections to the final design of the type, size and location of the entrance culvert and entrance road provided by Plains Solar, the parties shall reasonably cooperate to address such objections.
4. Plains Solar shall be responsible for any damages to Witt Ave. and Irving Rd. or other County roads to the extent directly resulting from the construction of the Project and pay for all repairs reasonably necessary to restore the roads to the condition that they were in prior to the activities of Plains Solar.
5. Plains Solar shall sign all highway work zones and closures in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
6. Plains Solar shall keep the portion of County Rd 1800 N or other County roads used by Plains Solar or its representatives clear, by removing all mud, dust, dirt, spilled or tracked construction materials, garbage, obstructions or other hazards caused by or resulting from the activities of Plains Solar, within a reasonable time period following written notice from the County.
7. Plains Solar shall be responsible for the installation and ongoing maintenance of the entrance(s) to the Project real estate, including but not limited to all surface

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aggregate, shoulders, slopes, and culverts, for the duration of the Project's operational life. Plains Solar shall ensure that the entrance(s) remain in a safe and drivable condition, free from any hazards or obstructions that may impede vehicular access. In the event that the Project is decommissioned or otherwise reaches the end of its operational life, Plains Solar shall be responsible for the removal of all entrance(s) to the Project real estate, including but not limited to all surface aggregate, shoulders, slopes, and culverts.

8. Plains Solar shall prohibit the use of the Witt Ave. and Irving Rd. right of way as storage or staging areas and as parking areas for vehicles and equipment of all contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives and designees.
9. Plains Solar shall take such measures as are reasonably required and within a reasonable time period during an extended work suspension to provide for safe vehicular travel on County roads as directed by the County for such County roads damaged as a direct result of the Project. The extended work suspension may be caused by but not limited to seasonal weather conditions, "acts of God", or labor disagreements.
10. If repairs to Witt Ave. or Irving Rd. or other County roads are necessary directly because of activity of Plains Solar, the Montgomery County Engineer will determine the nature of repairs reasonably required (the "Required Repairs") and will notify Plains Solar.
11. The Montgomery County Engineer will provide an itemized invoice for the costs of any Required Repairs at the standard rates. Plains Solar shall make payment with thirty (30) days after receipt of such itemized invoice.
12. Prior to the beginning of construction of the Project, Plains Solar shall provide to the County financial security in the form of one Surety Bond in the amount of One Million Dollars (\$1,000,000) which the County may draw against in the event and only to the extent that Plains Solar fails to pay for the repair and/or restoration expenses for Witt Ave. or Irving Rd. or other County roads in accordance with the terms of this Agreement. The Surety Bond shall be issued by a bank, or other financial entity with a rating of AA or better reasonably acceptable to the County.

The Surety Bond shall remain in place from a date thirty (30) days prior to the beginning of construction of the Project, including the transportation of materials or equipment on the Roads that are subject to this Agreement until a date one year after the completion of the Project in the County, unless a full settlement and release of road issues is executed by the County and Plains Solar prior to the expiration of the year time frame at which point Surety Bond shall terminate. For

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avoidance of doubt, the completion date shall be the date that the entire Project is placed into service. The County agrees to deliver any certification required for the surrender of the Surety Bond or release when Plains Solar is no longer required to provide the Surety Bond pursuant to the terms hereof, or the terms of the Surety Bond.

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

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

- a. If Plains Solar has employees, workers compensation and employers liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the State of Illinois;
- b. Automobile Liability insurance covering all motor vehicles, including owned, hired and non-owned autos operated and/or licensed or leased by Plains Solar and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than a combined single limit of Two Million Dollars (\$2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident; and
- c. Commercial General Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate covering the activities of the Plains Solar contemplated by this Agreement, without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, products and completed operations and contractual liability.
- d. General Provisions applicable to the foregoing insurance requirements:
  - i. Plains Solar may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
  - ii. If requested, evidence of such insurance shall be submitted to the County prior to the initiation of any work or transportation of any materials or equipment on Witt Ave. or Irving Rd. or other County roads.
  - iii. The County and its officers, employees, elected or appointed officials and agents shall be included as additional insureds with respect to the Commercial General Liability.

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

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

#### 16. General

- a. Failure of either party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other party imposed, shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.
- b. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

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- c. No amendment or modification to this Agreement or waiver of a party's rights hereunder shall be binding unless it shall be in writing and signed by the party against whom enforcement is sought.
- d. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assignees. This agreement may not be assigned without the written consent of the other party.
- e. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Illinois, irrespective of any conflict of law's provisions.
- f. This Agreement contains the entire understanding of the parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between parties, whether written or oral. Plains Solar hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on its behalf.
- g. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. This Agreement and any amendment hereto or other document executed pursuant to the authority granted hereby may be executed by facsimile, scanned Portable Document Format ("PDF"), DocuSign, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

[signature page follows]

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

**PLAINS SOLAR, LLC, an  
Illinois limited liability company**

**MONTGOMERY COUNTY, ILLINOIS,  
a body corporate and politic**

Signed by:  
By: Jacob Carney  
TE2E3FBEB4DE4F8...

By: [Signature]  
Doug Donaldson, County Board  
Chairman

Print Name: Jacob Carney

Title: Authorized Signatory

Date: 4/30/2026

Date: 6/9/26

**ATTEST:**

By: [Signature]

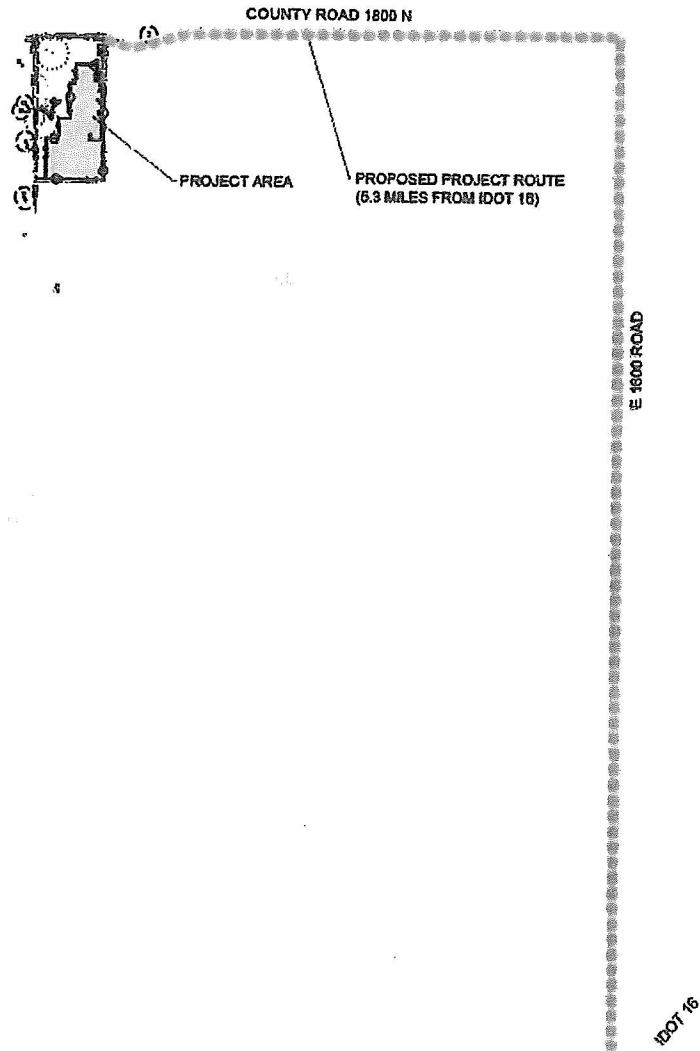
Print Name: Sandy Leatherman

Title: County Clerk

Date: 6/9/26

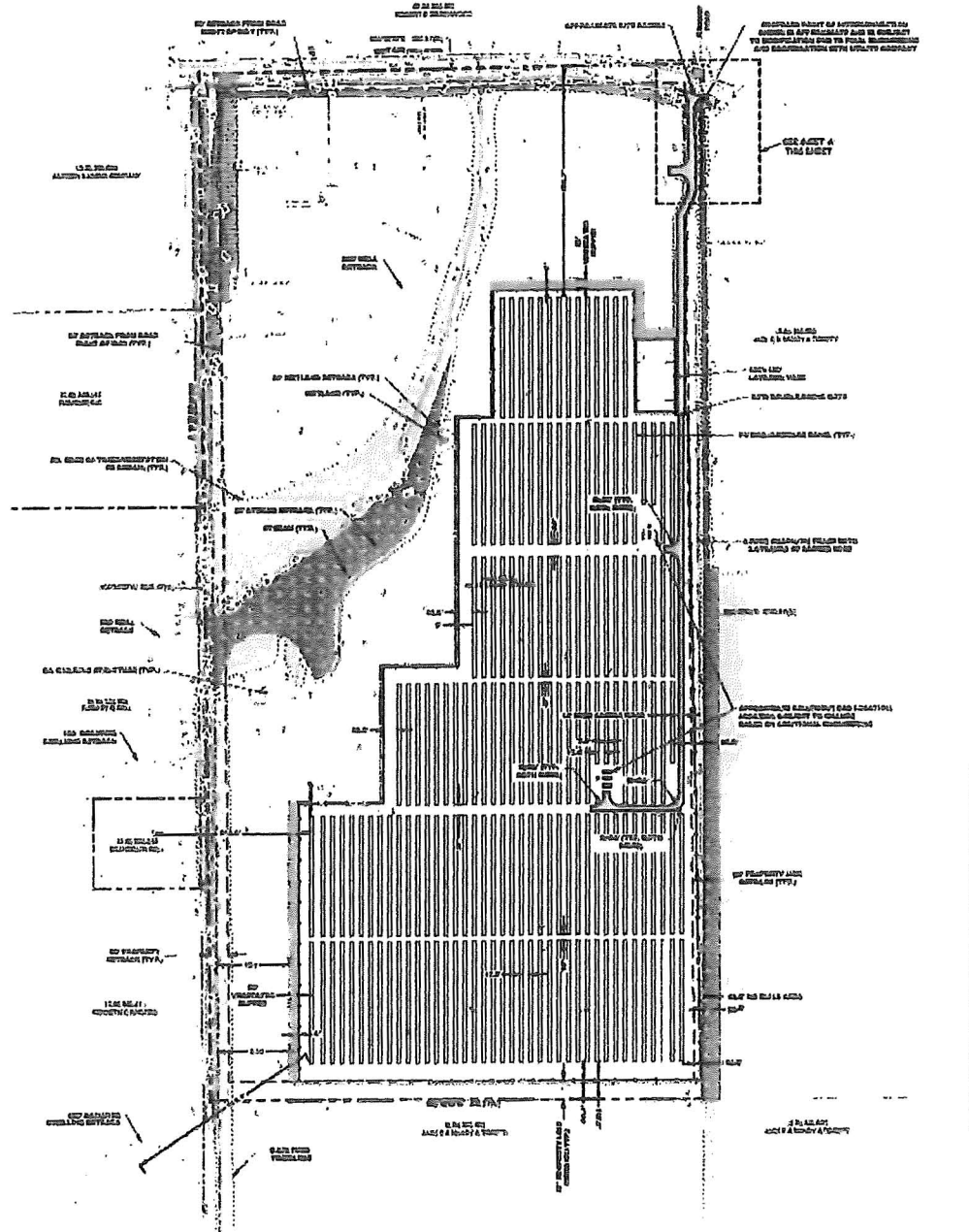
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### Exhibit A – Preliminary Access Route



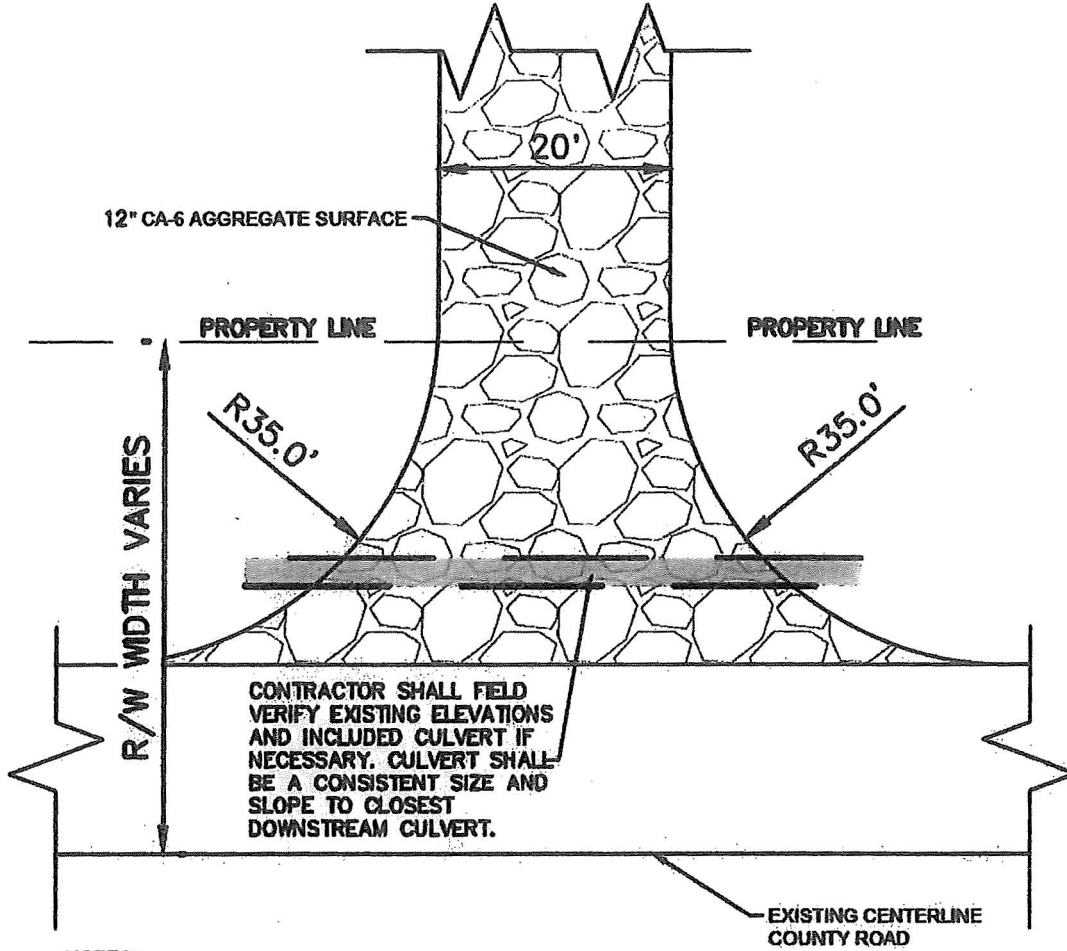
23301

### Exhibit B – Preliminary Site Plan



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### Exhibit C – Preliminary Entrance Detail



**NOTES:**

1. SEED DISTURBED AREA WITH FESCUE BLEND OR APPROVED EQUIVALENT.
2. CULVERT MATERIAL MUST BE METAL OR HDPE. ANY MATERIALS USED MUST BE ON APPROVED IDOT MATERIALS LIST.
3. CULVERT LENGTH MUST BE 30 FEET MINIMUM.
4. CONTRACTOR SHALL GRADE AS NECESSARY TO ENSURE MAXIMUM SLOPE OF 8% ALONG ENTRANCE AND ENSURE POSITIVE DRAINAGE.

### TYPICAL COUNTY ROAD ENTRANCE DETAIL

SCALE: NTS

