

R. Kent Snider, Chairman



Adams County Board
507 Vermont Street
Quincy, IL. 62301

ADAMS COUNTY BOARD

COUNTY BOARD MEETING MINUTES

FEBRUARY 13, 2024

7 P.M.

Approved

**PROCEEDINGS
OF THE COUNTY BOARD
ADAMS COUNTY, ILLINOIS**

**COUNTY OF ADAMS)
STATE OF ILLINOIS)**

The County Board of Adams County, Illinois met at the Courthouse, Quincy, Illinois, on Tuesday, February 13th, 2024 at 7:00 P.M., pursuant to recess.

PRESENT: Kent Snider, Chairman
Ryan Niekamp, County Clerk

Chairman Snider called the meeting to order.

Mr. Mark Sorensen gave the invocation which was followed by the Pledge of Allegiance to the flag of the United States of America.

The County Clerk called the roll and the following members were present: Jon McCoy, Tim Finlay, Robert Reich, Brad Poulter, David McCleary, Les Post, Theresa Bockhold, Brent Fischer, Bret Austin, Keith Callaway, Mark Sorenson, Barbara Fletcher, Ryan Hinkamper, Dave Bellis, Marvin Kerkhoff, Mark Dietrich, Travis Cooley, and Kent Snider

Total Present: 18 Absent: 3

Absent were: Joe Zanger, Steve McQueen and Todd Duesterhaus. Chairman Snider noted that Zanger, McQueen and Duesterhaus were excused.

Chairman Snider declared a quorum present.

Officeholders, department heads, and/or their representatives also present were: Anthony Foster- Director of Court Services, John Simon-EMA & Ambulance Director, Jim Frankenhoff- County Engineer, Jessica Douglas- Director of 911, David Hochgraber- Director of IT, Paul Havermale- Superintendent of the Veterans Assistance Commission, Sheriff Anthony Grootens, Amy Carothers-County Board Office Director, Todd Eyler- States Attorney, Georgene Zimmerman – Supervisor of Assessments.

ADAMS COUNTY BOARD MINUTES
FEBRUARY 13, 2024

1

**ADAMS COUNTY BOARD MINUTES
FEBRUARY 13, 2024**

Mrs. Fletcher moved to approve the minutes of the January 9th, 2024 County Board meeting as printed and distributed.

Mr. Bellis seconded the motion.

Motion to approve the minutes of the January 9th County Board meeting as printed was adopted.

Transportation, Building & Technology

Committee Report (Mr. Bellis)

Bills – The committee met on Tuesday, February 13th and reviewed the bills for the Highway Department, the Maintenance Department, and the Technology Department. All the bills were in order.

Reports

Mr. Bellis reported that the Mold Remediation is being done primarily on holidays to avoid the added expense of nights and weekends. The next room to be done is Courtroom 2A & small rooms within. Professionals will be in to tear out the carpet on February 19th. Maintenance will put in new carpet, paint, and replace tiles as needed. Will take about 2 weeks and county board room will be used while 3A is closed. Courtroom 2B will be next after that with no date set.

Resolutions

- a. Resolution No. 2024-02-501-004 - Resolution for the improvement of 2.0 miles of County Highway 48 (North 1200th Ave), from west of East 2200th St to east of East 2385th St, the appropriation of \$250,000.00 or as much as necessary from the County Matching Tax Fund and authorizing the Chairman to sign the Joint Agreement with the Illinois Department of Transportation. The improvement shall be designated Section 21-00062-06-FP. **ATTACHMENT A-1**

The clerk read the resolution by title only.

Mr. Bellis made a motion to approve the resolution.

Mr. Post seconded the motion.

Discussion: Bellis stated this is 2 miles on the Kellerville black top.

Resolution 2024-02-501-004 was approved.

New Business

Mr. Bellis thanked the IT Department for getting the board meeting live-streamed. He stated it can be found on Youtube, on county's website, or on county's Facebook page.

ADAMS COUNTY BOARD MINUTES

FEBRUARY 13, 2024

The committee's next meeting is scheduled for March 12th, 2024.

Legislative & Judicial

Committee Report (Mr. Reich)

Bills – The committee met on February 13th and reviewed bills from the Circuit Clerk, Juvenile Detention Center, Probation Department, Public Defender, State's Attorney, and the Supervisor of Assessments. All the bills were in order.

Reports

There were no additional reports.

County Code

- a. Chapter Five: Solar Farms
The board reviewed this code under resolutions.

Resolutions/Ordinances/Action-

- a. Resolution Number 2024-02-001-009 – Resolution to Change Chapter Five – Solar Farms – in Adams County, IL. **ATTACHMENT B-1**
The clerk read the resolution by title only.
Mr. Reich made a motion to approve the resolution.
Mr. McCoy seconded the motion.
Discussion: Mr. Reich explained that this resolution was put together by States Attorney and county engineer to give county authority on overseeing and for public hearings. It is also to protect residents from encroachment. There is a lot of interest, locally, for solar farms.
Resolution 2024-02-001-009 was approved unanimously.

Appointments-

- a. Appointment of Ronald Marks as a Trustee for the Tri-Township Fire Protection District for a term to Expire the First Monday of May 2027. **ATTACHMENT B-2**
Mr. Reich made a motion to approve the appointment.
Mrs. Bockhold seconded the motion.
The appointment was approved unanimously.

Event Liquor Licenses

- a. One-Day Liquor Permit Request for St. Anthony Church's Picnic to be held on July 20, 2024 from 5PM until 11:59AM with a Rain Date of July 21, 2024 for the same Requested Times.
The clerk read the permit.
Mr. Reich made a motion to approve the one-day liquor permit.

Mrs. Bockhold seconded the motion.
The one-day liquor permit was approved unanimously.

Pyrotechnic Displays

There were no pyrotechnic displays to approve.

Mr. Reich stated that the Wind Ordinance will come up in a future meeting.

The committee's next meeting is scheduled for March 12th, 2024.

Public Health & Safety

Committee Report (Mrs. Fletcher)

Bills – The committee met on February 13th and reviewed the bills for the Sheriff's Office, Coroner's Office, Emergency Management Agency, Veterans Assistance Commission, and Animal Control. All the bills were in order.

Reports-

Mrs. Fletcher read the following department reports that were given to the committee:

From John Simon, Director of Ambulance and EMA: The report was not read.

From Scott Graham, County Coroner: There were 88 deaths, 4 autopsies, 3 abandoned remains, 53 cremation permits, and 2 suicides. There has been an uptick in abandoned remains.

From Sheriff Grootens: He reported on new hires and departures. He is requesting two school resource officers in March.

From Paul Havermale: VAC has opened at 3701 East Lake Centre, Suite 3. They are networking with other area organizations and establishing their office procedures at this time. They have seen 19 clients so far.

Resolution-

There were no resolutions.

The committee's next meeting is scheduled for March 12th, 2024.

Executive Committee

Committee Report (Mr. Austin)

The committee met on February 5th, 2024.

Reports

There were no additional reports given to the committee.

Resolution-

- a. Resolution Number 2024-02-001-007 Resolution to Amend the previous allocation amounts of the American Rescue Plan Act for the improvements and or replacements of community restrooms in various Villages in Adams County, IL.

The clerk read the resolution by title only. **ATTACHMENT C-1**

Mr. Austin made a motion to approve the resolution.

Mr. Finlay seconded the motion.

Discussion: Mr. Austin explained this is for authorizing planning and construction phase with Camp Point, Liberty & Plainville projects which will be \$330,000. Golden and Coatsburg are not included but can apply with other projects in the future.

A roll call vote was taken to approve the resolution. Those in favor were: Jon McCoy, Tim Finlay, Robert Reich, Brad Poulter, David McCleary, Les Post, Theresa Bockhold, Brent Fischer, Bret Austin, Keith Callaway, Mark Sorenson, Barbara Fletcher, Ryan Hinkamper, Dave Bellis, Marvin Kerkhoff, Mark Dietrich, Travis Cooley, and Kent Snider.

Total in favor was 18. Total opposed was 0. Total absent was 3.

The resolution was approved.

- b. Resolution Number 2024-02-001-008 to Adopt the Adams County Housing Plan (G.R.O.W.) and Providing Funding Allocations. **ATTACHMENT C-2**

The clerk read the resolution by title only.

Mr. Austin made a motion to approve the resolution.

Mr. Cooley seconded the motion.

Discussion: Mr. Austin explained that the board had the guidelines. He explained some of the highlights of the program with the board. Mr. Callaway stated he doesn't see anything regarding related entities, such as someone with multiple LLCs coming in for the money under different names. He also asked about recurring money as far as TIF money or others that would get mixed into this. He also stated there should use some of the money for first-time homebuyers who want to have a duplex unit. He claimed there is not a housing shortage. Mr. Snider stated he wants everyone to understand that any recommendations will come back to the board for approval if anyone is trying to take advantage of it. He stated that his opinion is that Mr. Callaway's opinion of housing is not correct. Mr. Fischer asked for confirmation that it would go through Finance Committee but also come to the full board. Mr. Austin stated it would come to the entire board. They discussed more legal aspects of the program with legal.

A roll call vote was taken to approve the resolution. Those in favor were: Jon McCoy, Tim Finlay, Robert Reich, Brad Poulter, David McCleary, Les Post, Theresa Bockhold, Brent Fischer, Bret Austin, Keith Callaway, Mark Sorenson, Barbara Fletcher, Ryan Hinkamper, Dave Bellis, Marvin Kerkhoff, Mark Dietrich, Travis Cooley, and Kent Snider.

Total in favor was 18. Total opposed was 0 Total absent was 3.

The resolution was approved.

Discussion and Possible Action

There was no additional discussion or action.

The committee's next meeting will be March 4th, 2024.

Finance

Committee Report (Mr. Austin)

Bills – The committee met on February 12th and reviewed the bills. All the bills were in order.

Report- Mr. Austin reported we have \$221,000 remaining for ARPA funds. They have gained interest as well. He stated money unallocated plus interest for ARPA shows \$223,000 of funds remaining to allocate to projects. The funds have to be allocated by the end of the year.

Resolution –

There were no resolutions to approve.

Finance-

- a. Additional Fund Appropriation from Tony Grootens – Sheriff – in the Amount of \$250,000 to Revenue Account Number 001-303-4220 – Revenue Federal Inmate Housing – for a Revised Budget Amount of \$250,000 and \$50,000 to Expense Account Number 001-303-5713 – Other Expenses – for a Revised Budget Amount of \$50,000 **ATTACHMENT D-1**

The clerk read the additional fund appropriation.

Mr. Austin made a motion to approve the additional fund appropriation.

Mr. Poulter seconded the motion.

Discussion: Mr. Austin explained this is the beginning of revenue and expenses for federal inmates to be housed in our jail. It is \$80 per day per diem. There will be a separate room for Zoom so those inmates can attend court remotely.

A roll call vote was taken to approve the additional fund appropriation. Those in favor were: Jon McCoy, Tim Finlay, Robert Reich, Brad Poulter, David McCleary, Les Post, Theresa Bockhold, Brent Fischer, Bret Austin, Keith Callaway, Mark Sorenson, Barbara Fletcher, Ryan Hinkamper, Dave Bellis, Marvin Kerkhoff, Mark Dietrich, Travis Cooley, and Kent Snider.

Total in favor was 18. Total opposed was 0. Total absent was 3.

The additional fund appropriation was approved.

- b. Additional Fund Appropriation from Todd Nelson – Chief Public Defender – in the Amount of \$148,000 to Revenue Account Number 412-411-4105 – Earnings

Public Defender – for a Revised Budget Amount of \$148,000 and \$148,000 to Expense Account Number 412-411-5713 – All Expenses – for a Revised Budget Amount of \$148,000 **ATTACHMENT D-2**

The clerk read the additional fund appropriation.

Mr. Austin made a motion to approve the additional fund appropriation.

Mr. Finlay seconded the motion.

Discussion: Mr. Austin stated Chris Pratt will be the interim Chief Public Defender as Todd Nelson is stepping down after this week. This is funding from the state as part of the Safe-T Act of Illinois to expand resources for Public Defender Offices. They want to use part of these funds to increase salaries for the 3 current attorneys as well as the few more they hire on to become fully staffed. This will create incentive to come work for Adams County when rates are comparable.

A roll call vote was taken to approve the additional fund appropriation. Those in favor were: Jon McCoy, Tim Finlay, Robert Reich, Brad Poulter, David McCleary, Les Post, Theresa Bockhold, Brent Fischer, Bret Austin, Keith Callaway, Mark Sorenson, Barbara Fletcher, Ryan Hinkamper, Dave Bellis, Marvin Kerkhoff, Mark Dietrich, Travis Cooley, and Kent Snider.

Total in favor was 18. Total opposed was 0. Total absent was 3.

The additional fund appropriation was approved.

Insurance-

Mr. Austin stated this is a new contract year. He explained there are premium raises but they are able to keep cost to employees down and the budget line will remain the same.

Discussion and Possible Action

There was no further discussion or action.

The committee's next meeting will be March 11th, 2024.

Unfinished Business

Mr. Bellis stated the new HVAC for the courthouse is being looked into noted to the Finance committee to work out the money. Mr. Austin stated he wanted to discuss other finance mechanisms for that such as a loan.

New Business

Approval of Board Member Travel Vouchers

There were no travel vouchers to approve.

Monthly Reports

Supervisor of Assessments/Board of Review, Juvenile Detention Center, the County Clerk & Recorder's office, the Public Defender, the Circuit Clerk, and Probation Department, Monthly check register for January 2024, and Funds Summary report for January 2024

ADAMS COUNTY BOARD MINUTES

FEBRUARY 13, 2024

including revenue and expenses.
Mr. Hinkamper made a motion to receive and file the monthly reports with the appropriate committee.
Mr. McCleary seconded the motion.
Motion to receive and file the monthly reports with the appropriate committee adopted.

Resignation

Chairman Snider reported that Todd Nelson, Chief Public Defender, is stepping down. He spoke highly of Mr. Nelson and his work ethic and skills in the field.

Appointments

There were no appointments.

Announcements

Ryan Niekamp announced that the Executive Committee is hosting a forum on March 4th at 5:45 pm in the County Board Room for the Open Space Land Acquisition Development Grant. He stated it is open to township & village boards and anyone in municipal government with interest. The purpose of this grant is to acquire and enhance the park.

Discussion and Possible Action

There was no further discussion or action.

Correspondence

There were no correspondence.

The February 13th, 2024 meeting was recessed until Tuesday, March 12th, 2024.

Addenda Number 3

Resolution No. 2024-02-501-004

Resolution for Improvement by County Under the Illinois Highway Code

By Transportation, Building & Technology Committee

TO THE HONORABLE COUNTY BOARD

Gentlemen:

WHEREAS, the County of Adams, Illinois is proposing to improve County Highway 48 (North 1200th Ave), beginning west of the intersection with East 2200th St and extending easterly east of the intersection with East 2385th St, for a distance of 2.00 miles. The type of improvement to be cold in-place recycling and resurfacing with 2" Polymerized HMA Surface Course, along with incidental HMA, aggregate shoulders, pavement markings and other ancillary work. The improvement shall be designated Section 21-00062-06-FP, State Job No. C-96-001-25 and Project No. 8U97(633).

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT) and the signee; and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Adams County Board:

Section 1: The Adams County Board hereby appropriates Two Hundred Fifty Thousand dollars (\$250,000.00) or as much as may be needed to match the required funding to complete the proposed improvement from the County Matching Tax Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for the completion of the project.

Section 2: The Chairman of the Adams County Board is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The County Clerk of Adams County is directed to transmit three (3) copies of the AGREEMENT and Resolution to IDOT District 6 Bureau of Local Roads and Streets.

Respectfully submitted,

TRANSPORTATION, BUILDING, &
TECHNOLOGY COMMITTEE



**Joint Funding Agreement
for Construction Work**

LOCAL PUBLIC AGENCY

Local Public Agency Adams County Highway Department		County Adams	Section Number 21-00062-06-FP
Fund Type STR	ITEP, SRTS, HSIP Number(s) NA	MPO Name N/A	MPO TIP Number NA

Construction

State Job Number C-96-001-25	Project Number 8U97(633)
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State-Let Construction Locally Let Construction Construction Engineering Utilities Railroad Work

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

LOCATION

Local Street/Road Name N 1200th AVE / CH 48	Key Route FAS 1588	Length 2.00 miles	Stationing From 03.05	To 05.05
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Location Termini

W of East 2200th ST to E of East 2385th ST
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Current Jurisdiction Adams County	Existing Structure Number(s) N/A	<input type="button" value="Add Location"/>	<input type="button" value="Remove"/>
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PROJECT DESCRIPTION

The primary work on this section consists of the cold in-place recycling, surface profile milling and resurfacing of N 1200th AVE (FAS 1588 – CH 48) with aggregate shoulders, pavement markings and other ancillary work.
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LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

- METHOD A - Lump Sum** (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
- METHOD B - _____ Monthly Payments** of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
- METHOD C - LPA's Share** _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

- modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
 17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE 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.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** LPA's are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

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

<input checked="" type="checkbox"/>	1. Location Map
<input checked="" type="checkbox"/>	2. Division of Cost
<input checked="" type="checkbox"/>	3. Resolution*
<input type="checkbox"/>	4.

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

R. Kent Snider

Title of Official

Chairman, Adams County Board

Signature

Date

The above signature certifies the agency's TIN number is
376000379 conducting business as a Governmental Entity.

DUNS Number 075901603

UEI

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

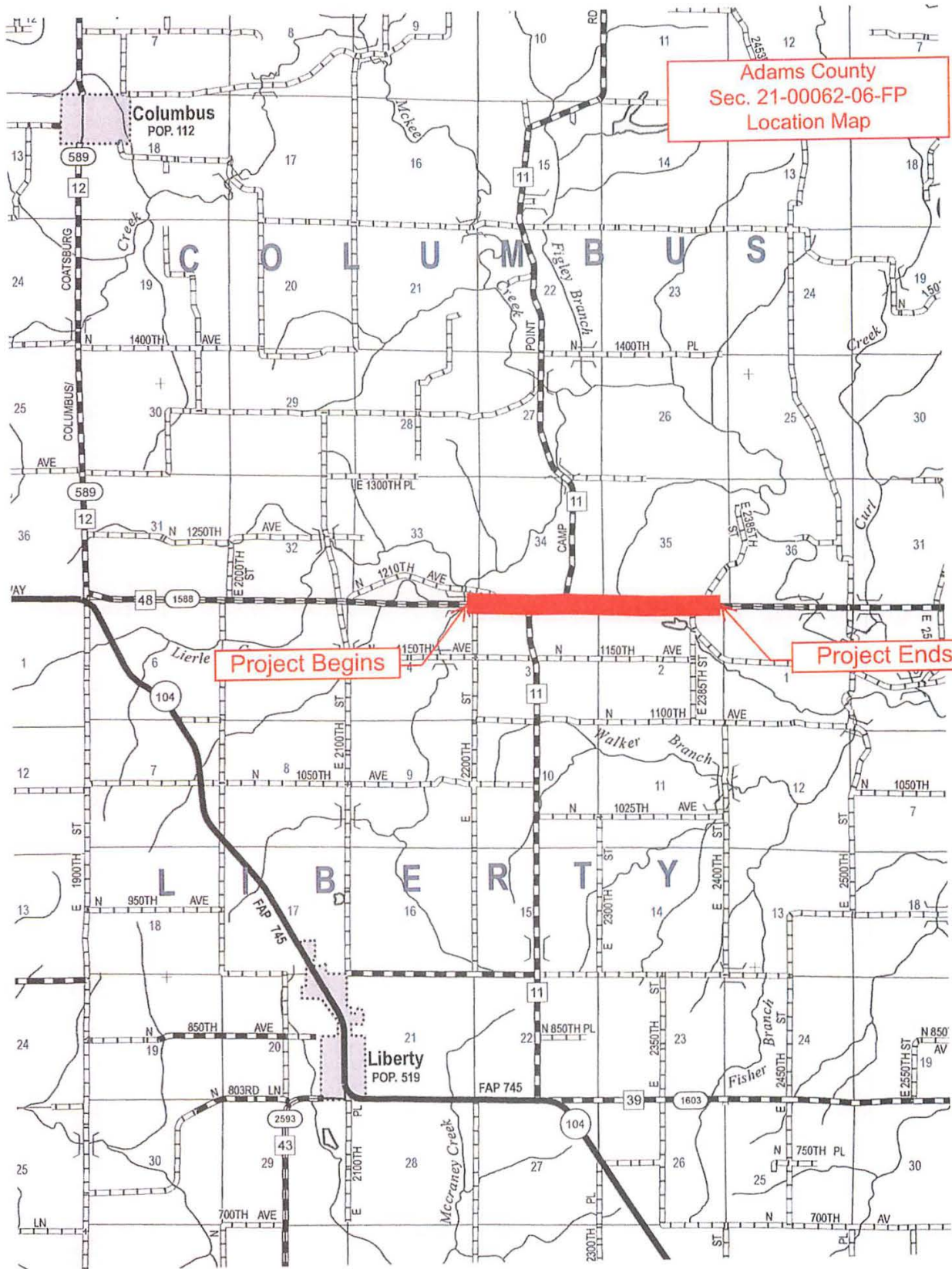
Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.



Adams County
 Sec. 21-00062-06-FP
 Location Map

Project Begins

Project Ends

Resolution No. 2024-02-501-004

Resolution for Improvement by County Under the Illinois Highway Code

By Transportation, Building & Technology Committee

TO THE HONORABLE COUNTY BOARD

Gentlemen:

WHEREAS, the County of Adams, Illinois is proposing to improve County Highway 48 (North 1200th Ave), beginning west of the intersection with East 2200th St and extending easterly east of the intersection with East 2385th St, for a distance of 2.00 miles. The type of improvement to be cold in-place recycling and resurfacing with 2" Polymerized HMA Surface Course, along with incidental HMA, aggregate shoulders, pavement markings and other ancillary work. The improvement shall be designated Section 21-00062-06-FP, State Job No. C-96-001-25 and Project No. 8U97(633).

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT) and the signee; and

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Adams County Board:

Section 1: The Adams County Board hereby appropriates Two Hundred Fifty Thousand dollars (\$250,000.00) or as much as may be needed to match the required funding to complete the proposed improvement from the County Matching Tax Fund and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for the completion of the project.

Section 2: The Chairman of the Adams County Board is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The County Clerk of Adams County is directed to transmit three (3) copies of the AGREEMENT and Resolution to IDOT District 6 Bureau of Local Roads and Streets.

I, Ryan A. Niekamp, County Clerk in and for the County of Adams, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be true a true, perfect and complete copy of a resolution approved by the County Board of Adams County, Illinois at its meeting held on the ____ day of _____, _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Quincy, in said County, this the ____ day of _____, _____.

(SEAL)

County Clerk

ORDINANCE NO. 2024-02-001-009

AN ORDINANCE REGULATING COMMERCIAL SOLAR ENERGY FACILITIES

WHEREAS, Adams County, Illinois is a non-home rule unit of local government pursuant to Article VII, Section 8 of the 1970 Illinois Constitution;

WHEREAS, the County Board of Adams County has determined it necessary to pass an ordinance regulating solar energy facilities pursuant to its lawful authority to regulate and restrict location and use of structures pursuant to Section 5-12020 of the Illinois Counties Code (55 ILCS 5/5-12020);

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF ADAMS COUNTY, ILLINOIS, THAT THE FOLLOWING ORDINANCE TO REGULATE COMMERCIAL SOLAR ENERGY FACILITIES BE AND HEREBY IS ADOPTED:

I. DEFINITIONS

- A. Agricultural Impact Mitigation Agreement (AIMA) means an agreement negotiated between the Illinois Department of Agriculture and a utility company focused on the restoration aspect of impacts that result from utility projects being constructed across a landowner's productive agricultural land.
- B. "Applicant" means the entity who submits to the County an application for the siting and operation of any Commercial Solar Energy Facility or Substation. All references to Applicant in this Ordinance shall include Applicant's successors-in-interest and assigns, which includes a Commercial Solar Energy Facility Permittee (as defined herein),
- C. "Commercial Operation Date" means the calendar date on which the Commercial Solar Energy Facility produces power for commercial sale, not including test power.
- D. "Commercial Solar Energy Facility" or "Commercial Solar Energy System" or "Commercial Solar Farm" means any device or assembly of devices that is ground installed and uses solar energy from the sun for generating electricity for the primary purpose of wholesale or retail sale and not primarily for consumption on the property.
- E. "Commercial Solar Energy Building Permit" means a permit necessary for the commencement of work performed toward the construction, erection or installation of an approved Commercial Solar Energy Facility, Substation, Supporting Facilities, or operations and maintenance building in connection with a Commercial Solar Energy Facility. A Commercial Solar Energy Building Permit may be issued by the county after a Commercial Solar Energy Facility has obtained a Special Use Permit from the County Board and the Adams County Board determines that all conditions, if any, have been satisfied that are imposed by the Special Use Permit. The Commercial Solar Energy Building Permit shall require the Applicant to deliver a written "Notice to Proceed" for the Commercial Solar Energy Facility to the county prior to commencement of construction of the Commercial Solar Energy Facility. The term "commencement of construction", as used in this Ordinance, includes any site development work (e.g., demolition, grubbing, grading, excavation, road work, construction of Project-related structures and infrastructure improvements, etc.) regarding the Commercial Solar Energy Facility.
- F. "Commercial Solar Energy Facility Permittee" means an Applicant who applies for and receives a Special Use Permit under this Ordinance for the siting and operation of any Commercial Solar Energy Facility or Substation. All references to a Commercial Solar Energy Facility Permittee in this Ordinance shall include a Commercial Solar Energy Facility Permittee's successors-in-interest and assigns.

- G. "Financial Assurance" or "Financial Security" or "Decommission Security" means assurance from a credit worthy party, examples of which include a surety bond (e.g., performance and payment bond), trust instrument, cash escrow, or irrevocable letter of credit.
- H. "Notice to Proceed" means a written document, named as such, stating that the Applicant expresses an intent to commence construction activities on a Commercial Solar Energy Facility and identifying the date on which the construction activities are scheduled to commence.
- I. "Nonparticipating property" means real property that is not a participating property.
- J. "Nonparticipating residence" means a residence that is located on nonparticipating property and that is existing and occupied on the date that an application for a permit to develop the Commercial Solar Energy Facility is filed with the county.
- K. "Occupied community building" means any one or more of the following buildings that is existing and occupied on the date that the application for a permit to develop the Commercial Solar Energy Facility is filed with the county: a school, place of worship, day care facility, public library, or community center.
- L. "Operator" means the person or entity responsible for the day-to-day operation and maintenance of a Commercial Solar Energy Facility, including any third-party subcontractors. The Operator must be a qualified solar power professional. All references to Operator in the Ordinance shall include Operator's successors-in-interest and assigns.
- M. "Owner" means the person or entity or entities with an equity interest in a Commercial Solar Energy Facility, including their respective successors-in-interest and assigns. The Owner does not mean (i) the property owner from whom land is leased for locating a Commercial Solar Energy Facility (unless the property owner has an equity interest in a Commercial Solar Energy Facility); or (ii) any person holding a security interest in a Commercial Solar Energy Facility solely to secure an extension of credit, or a person foreclosing on such security interest, provided that after foreclosure, such person seeks to sell a Commercial Solar Energy Facility at the earliest practicable date. This definition includes the definition of Facility Owner as defined in 55 ILCS 5/5-12020.
- N. "Participating property" means real property that is the subject of a written agreement between a facility owner and the owner of the real property that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing a Commercial Solar Energy Facility or supporting facilities. "Participating property" also includes real property that is owned by a facility owner for the purpose of constructing a Commercial Solar Energy Facility or supporting facilities.
- O. "Participating residence" means a residence that is located on participating property and that is existing and occupied on the date that an application for a permit to develop the Commercial Solar Energy Facility is filed with the county.
- P. "Professional Engineer" means a qualified individual who is licensed as a professional engineer in any state in the United States. Where a structural engineer is required to take some action under the terms of this Ordinance, a Professional Engineer may serve as the structural engineer if he or she has the appropriate structural engineering certification.
- Q. "Protected lands" means real property that is subject to a permanent conservation right consistent with the Real Property Conservation Rights Act or registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.
- R. "Public Conservation Lands" means land owned in fee title by County, state or federal agencies and managed specifically for conservation purposes, including but not limited to County, state and federal parks, state and federal wildlife management areas, state scientific and natural areas, and federal

wildlife refuges and waterfowl protection areas. Public conservation lands do not include private lands upon which conservation easements have been sold to government agencies or non-profit conservation organizations. Public conservation lands also do not include private lands for which the owners have entered into contractual relationships with government or non-profit conservation organizations for conservation purposes.

- S. "Special Use Permit" means a permit approved by the County Board, after a public hearing, allowing a particular use at a specified location subject to compliance with certain specified special conditions as may be required by the County Board.
- T. "Substation" means the apparatus that collects and connects the electrical collection system of the Commercial Solar Energy Facility and increases the voltage for connection with the utility's transmission lines.
- U. "Supporting Facilities" means the transmission lines, substations, access roads, storage containers, and equipment associated with the generation and storage of electricity by the Commercial Solar Energy Facility.

II. APPLICABILITY

This Ordinance governs the siting of Commercial Solar Energy Facilities and Substations that generate electricity to be sold to wholesale or retail markets.

III. PROHIBITION

No Commercial Solar Energy Facility or Substation governed by this Ordinance shall be constructed, erected, installed, or located within the county, unless prior siting approval has been obtained for each individual Commercial Solar Energy Facility or a group of Commercial Solar Energy Facilities under a joint siting application pursuant to this Ordinance.

IV. SPECIAL USE PERMIT APPLICATION

Due to the unique nature and special requirements of Commercial Solar Energy Facilities and their potential impacts to adjoining properties and government services, solar power facilities shall be required to submit and obtain approval on the following items, or any special conditions required by the Adams County Board. The applicant shall submit twelve (12) copies of the Special Use Permit Application to the County and at least one (1) copy in electronic format.

A. A site plan with existing conditions showing the following:

- Existing property lines and property lines extending 100 feet from the exterior boundaries of the solar project, including the names of adjacent property owners and current use of those properties.
- Existing adjacent public and private roads, showing widths of the roads and any associated easements. Location and size of any abandoned wells, sewage treatment plants within the solar energy facility or on adjacent parcels.
- Existing buildings and any impervious surfaces within the solar energy facility.
- A contour map showing topography at two-foot intervals. A contour map of surrounding properties may also be required.
- Existing vegetation (list type and percent of coverage: i.e., cropland/plowed fields, grassland, wooded areas etc.)
- Waterways, watercourses, lakes, public water, and wetlands.
- Any delineated wetland boundaries.

- A copy of the current FEMA FIRM map that shows the subject property. The 100-year flood elevation and any regulated flood protection elevation, if available.
- Floodway, flood fringe and/or general floodplain district boundary, if applicable and not provided on the copy of the current FEMA FIRM map.
- Mapped soils according to the Adams County Soil Survey.
- Surface water drainage patterns.
- The location of any known subsurface drainage tiles.

B. Plan of proposed conditions:

1. A Commercial Solar Energy Facility Summary, including, to the extent available:
 - A general description and location of the project.
 - The projects approximate overall name plate generating capacity.
 - The potential equipment manufacturer(s).
 - The type(s) of solar panels, cells, and modules.
 - The number of solar panels, cells, and modules.
 - The maximum height of the solar panels at full tilt.
 - The number of Substations.
 - Project phasing plan and project construction timeline plan.
2. Names, addresses and phone numbers of Applicants, Owners , and Operators with documentation of land ownership/leasing and respective business structures.
3. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.
4. An Agricultural Impact Mitigation Agreement (AIMA) executed between the Applicant and the Illinois Department of Agriculture.
5. Results and Recommendations from the Illinois Department of Natural Resources obtained through Ecological Compliance Assessment Tool or a comparable successor tool.
6. Results of any United States Fish and Wildlife Service’s Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service’s solar wildlife guidelines.
7. Information demonstrating that the Commercial Solar Energy Facility will avoid protected lands.
8. Any other information requested by the County or the County consultants that is necessary to evaluate the siting application and operation of the Commercial Solar Energy Facility and to demonstrate that the Commercial Solar Energy Facility meets each of the regulations in this Ordinance, including the Special Use Permit standards set forth below.
9. A site plan for the Commercial Solar Energy Facility showing:
 - The planned location of solar panels, including legal descriptions for each site.
 - Participating and Non-participating Residences, Occupied Community Buildings.
 - Parcel boundary lines (including identification of adjoining properties) and setback lines.
 - Public access roads and turnout locations.
 - Substation(s), operations and maintenance buildings, electrical cabling to the Substation(s), ancillary equipment, third party transmission lines.
 - The location of any wetlands, flood plain, drainage structures including surface ditches and subsurface drainage lines.

- Underground mines, scenic and natural areas within one thousand five hundred (1,500) feet of the proposed Commercial Solar Energy Facility.
- The layout of all structures within the geographical boundaries of any applicable setback.

10. A proposed Decommissioning Plan for the Commercial Solar Energy Facility.

Material changes to the application are not permitted once the Notice of Public Hearing has been published, unless requested or permitted by the County.

V. DESIGN AND INSTALLATION

A. Design Safety Certification

Commercial Solar Energy Facilities 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"), or an equivalent third party. All solar panels, cells, and modules; solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems shall be new equipment commercially available; no used or experimental equipment shall be used without the approval of a variance by the County Board.

Following the granting of siting approval under this Ordinance, a structural engineer registered in the State of Illinois shall certify, as part of the Commercial Solar Energy Facility Building Permit application process, that the design of the Commercial Solar Energy Facility is within accepted professional standards, given local soil, subsurface and climate conditions.

B. Power and communication lines

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

Power and communications lines running between arrays of solar panels and to electric substations or interconnections with buildings shall be buried underground in accordance with the Agricultural Impact Mitigation Agreement. Exemptions or variances may be granted in instances where shallow bedrock, watercourses, or other elements of natural landscape interfere with the ability to bury lines. JULIE shall be contacted before digging/excavating begins.

C. Warnings

A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.

Visible, reflective, colored objects, such as flags, plastic sleeves, reflectors, or tape shall be placed on the anchor points of guy wires and along guy wires up to a height of fifteen (15) feet from the ground.

D. Height

Systems, equipment, and structures shall not exceed 20 feet in height at full tilt when ground mounted. Excluded from this height requirement, however, are electric transmission lines and utility poles.

E. Setback Requirements

The Commercial Solar Energy Facility shall be sited as follows, with setback distances measured from the nearest edge of any component of the facility.

Occupied Community Buildings and Dwellings on Nonparticipating Properties	150 feet from the nearest point on the outside wall of the structure
Boundary Lines of Participating Property	None
Public Road Rights-of-Way	50 feet from the nearest edge of the public road right of way
Boundary Lines of Nonparticipating Property	50 feet to the nearest point on the property line of the nonparticipating property

The setback requirements for Nonparticipating properties may be waived by the written consent of the owner(s) of each affected Nonparticipating property.

The Applicant does not need to obtain a variance from the County upon waiver by the property owner of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be recorded with the Recorder of Deeds of the County.

F. Screening and Fencing

The solar energy system shall be fully enclosed and secured by a chain link fence, or better, with a minimum height of six (6) feet and maximum of twenty-five (25) feet.

For multiple entrances or gates, the entrances must be clearly labeled with a numbering scheme approved by the Adams County Emergency Management Agency and Adams County 9-1-1 Dispatch Center and updated annually.

All locked gates with access to a public road must be locked with a lock that utilizes a numeric code or be equipped with a key box as specified by the Adams County Emergency Management Agency. If equipped with a lock utilizing a numeric code, that code must be on file with the Adams County 9-1-1 Dispatch Center and updated annually.

G. Screening

The lots on which the ground mounted solar energy systems are located shall be buffered/screened from residences and roadways by plantings, vegetation, natural topographical features, or other approved features. The applicant shall propose a vegetative management plan to minimize the visibility of the project from adjacent residential structures and roadways. The vegetative management plan shall take into account the type(s) of vegetation to be planted, along with its approximate location. Along with vegetation and other natural topographical features, other forms of screening/buffers may include, but are not limited to, existing wooded areas.

H. Pollinator Friendly Ground Cover

The company shall plant, establish, and maintain a vegetative ground cover consistent with the goals of the Pollinator Friendly Solar Site Act and include all such activities in the vegetative management plan.

I. Lighting

If lighting is provided at the site, lighting shall be shielded and downcast such that the light does not spill onto adjacent residential parcels.

J. Noise Levels

Noise levels from Commercial Solar Energy Facilities shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The Applicant shall submit manufacturer's sound power level

characteristics and other relevant data regarding noise characteristics necessary for a competent noise analysis. The Applicant, through the use of a qualified professional, shall appropriately demonstrate compliance with the applicable noise requirements in its Special Use Permit

K. Performance standards

All solar power plants must conform to the performance standards as set forth by any local, state, federal regulatory standards, Illinois Public Act 099-0906 or the National Electric Code as amended.

L. Signage

An appropriate warning sign shall be provided at the entrance to the facility and along the perimeter to the solar energy facility project. The sign at the entrance to the facility shall include the facilities' 911 address and two 24-hour emergency contact numbers in letters that are a minimum of 4 inches.

Signage regulations are to be consistent with ANSI standards. A reasonably visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations, and at all entrances to the Commercial Solar Energy Facility.

M. Outdoor storage

Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the solar energy facility shall be allowed. The Adams County Board shall have the discretion in determining whether outdoor storage is in compliance with this provision. In any event, all outdoor storage areas shall be paved with an impervious surface and either fenced or screened to prevent viewing from adjoining properties and uses. For clarification purposes, during construction periods, it is understood that there may be materials, vehicles and equipment on the site(s) that do not support the operation or maintenance of the solar energy facility. It will be further understood that any materials, vehicles, or equipment on the site during construction that does not directly support the operation and maintenance of the solar energy facility will be removed at the completion of the construction as to be in compliance with this section.

N. Aviation protection

For solar energy systems located within five hundred (500) feet of an airport or within approach zones of an airport, the applicant shall complete and provide the results of the Solar Glaze 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 Federal Obligated Airports, or most recent version adopted by FAA.

O. Site Assessment

To ensure that the subsurface conditions of the site will provide proper support for the Commercial Solar Energy Facility and soil restoration, the Applicant, at its expense, shall provide soil and geotechnical boring reports to the County Engineer as part of its Commercial Solar Energy Facility Building Permit. The Applicant shall follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil and Water Conservation District (or equivalent regulatory agency). Also, the Applicant shall submit grading plans for the proposed Substations for review and comment by the County Soil and Water Conservation District prior to the issuance of any Commercial Solar Energy Facility Building Permit for the construction of said substations.

P. Endangered species and wetlands

Solar energy facility developers shall be required to initiate a natural resource review consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat

consultation shall be borne by the developer.

Q. Agricultural Impact Mitigation

Pursuant to 505 ILCS 147/15(a), the applicant, at its expense, shall enter into an Agricultural Impact Mitigation Agreement with the Department of Agriculture prior to any public hearing required before a siting decision on the Commercial Solar Facility application. All impacted agricultural land, whether impacts during construction, operation, or decommissioning activities, must at a minimum, be remediated by the Applicant pursuant to the terms of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture. The Applicant shall submit the executed Agricultural Impact Mitigation Agreement to the County as part of the Special Use Permit application.

R. As-Built Maps and Plans

Within sixty (60) days of completion of construction of the Commercial Solar Energy Facility, the Applicant or Operator shall deliver "as-built" maps, site plans and engineering plans for the Commercial Solar Energy Facility that have been signed and stamped by a Professional Engineer and licensed surveyor.

S. Conformance with Approved Application and Plans

The Applicant shall construct and operate the Commercial Solar Energy Facility in substantial conformance with the construction plans contained in a County- approved submitted Special Use Permit application(s), conditions placed upon the operation of the Facility, this ordinance and all applicable state, federal and local laws, and regulations.

T. Use of Public Roads

1. An Applicant proposing to use any County, municipality, township, or village road(s), for the purpose of transporting Commercial Solar Energy Facility or Substation parts and/or equipment for construction, operation, or maintenance of the Commercial Solar Energy Facility or Substation(s), shall:
 - i. Identify and map for use all such public roads.
 - ii. Obtain applicable weight and size permits from relevant government agencies prior to and/or during construction.
 - iii. If applicable, enter into a Road Use Agreement with a County, Road District, municipality, or village.
2. To the extent an Applicant must enter into a Road Use Agreement with a County, Road District, municipality, or village, the Applicant shall:
 - i. Identify and obtain approval for the public roads that will be used for construction purposes from the County Engineer, Highway Commissioner, or other local official. All overweight and oversized loads and traffic for construction purposes shall be limited to these roads.
 - ii. Conduct a pre-construction baseline survey to determine the existing road conditions for assessing potential future damage. Conduct a post-construction survey of the road conditions for determination of appropriate repair or remediation.
 - iii. Prepare a Road Use Agreement with the County, Road District or other local road authority that includes the following provisions, at a minimum and if applicable:
 - Project layout map.
 - Transportation impact analysis.

- Project traffic map.
- Pre-construction plans.
- Project scope of repairs.
- Post-construction repairs.
- Evidence of Insurance.
- Financial Security in forms and amounts acceptable to the County or Road District to ensure that repairs are completed to their reasonable satisfaction.

The Road Use Agreement shall require the Applicant to be responsible for the reasonable cost of improving roads used to construct Commercial Solar Energy Facility and the reasonable cost of repairing roads used by the facility owner during construction of the Community Solar Energy Facility so that those roads are in a condition that is safe for the driving public after the completion of the Commercial Solar Energy Facility construction.

Roadways improved in preparation for and during the construction of the Community Solar Energy Facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

The County Engineer or Highway Commissioner may choose to require either remediation of road repair by the Applicant or Owner upon completion of the Commercial Solar Energy Facility or direct financial considerations for remediation and road repair to be performed by the County or Road District at a future date.

3. All repairs and improvements to public roads and roadway appurtenances shall be subject to the prior approval of the County before being made and shall also be subject to inspection and acceptance by the County after such repairs and improvements are completed. The County's Road Use Agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, must be approved by the County Board prior to the Board's approval of any Commercial Solar Energy Facility Building Permit applications related to the construction of the proposed Commercial Solar Energy Facility.

The County or Road District will provide a written acceptance and release to the Applicant or Owner upon acceptable completion of any necessary remediation and road repair or upon receipt of financial considerations.

U. Additional Terms and Conditions

1. All technical submissions as defined in the Professional Engineering Practice Act of 1989 (225 ILCS 325/4(w)) and contained in the Special Use Permit Application shall be prepared and signed by an Illinois Professional Engineer (or structural engineer) for a relevant discipline.
2. The County may retain a qualified, independent code inspector or professional engineer both to make appropriate inspections of the Commercial Solar Energy Facility during and after construction and to consult with the County to confirm that the construction, substantial repair, replacement, repowering and/or decommissioning of the Commercial Solar Energy Facility is performed in compliance with applicable electrical and building codes. The cost and fees incurred by the County in retaining said inspector or engineer shall be promptly reimbursed by the Applicant of the Commercial Solar Energy Facility.
3. The Special Use Permit granted to the Applicant shall bind and inure to the benefit of the Applicant, its successors-in-interest, and assigns. If any provision in this Ordinance, or conditions placed upon the operation of the Commercial Solar Energy Facility is held invalid, such invalidity shall not affect any other provision of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions in this Ordinance are severable.

4. The Applicant shall provide an executed Road Use Agreement between the Applicant and the appropriate governing road and highway jurisdictions or the Illinois Department of Transportation, to the County showing approved entrances prior to the issuance of any Commercial Solar Energy Facility Building Permit.

VI. OPERATION

A. Maintenance

1. Annual Report. The Applicant must submit, on an annual basis on the anniversary date of the Special Use Permit application, an operation and maintenance report to the County. The report shall contain the following information:
 - A general description of any physical repairs, replacements, or modification(s) to the Commercial Solar Energy Facility and/or its infrastructure.
 - Complaints pertaining to setbacks, noise, appearance, safety, lighting, and use of any public roads received by the Applicant concerning the Commercial Solar Energy Facility and the resolution of such complaints.
 - Calls for emergency services.
 - Status of liability insurance.
 - A general summary of service calls to the Commercial Solar Energy Facility.

Failure to provide the annual report shall be considered a material violation of this Ordinance and subject to Article XVI (Remedies).

2. Re-Certification. Any physical modification to the Commercial Solar Energy Facility that alters the mechanical load, mechanical load path, or major electrical components shall require re-certification under Section V of this Ordinance. Like-kind replacements and modifications that are made in the ordinary course of operations, including expected repairs and warranty items, shall not require re-certification. Prior to making any physical modification (other than a like-kind replacement or other modifications made in the ordinary course of operations), the Applicant shall confer with a relevant third-party certifying entity identified in Design and Safety Certification section, of this Ordinance to determine whether the physical modification requires re-certification.

B. Coordination with Emergency Responders:

1. The Applicant shall submit to the local emergency responders a copy of the Site Plan, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs), and any amendments to such documents, for the Commercial Solar Energy Facility so that the local law enforcement, fire protection district and rescue units, emergency medical service providers and emergency management service providers that have jurisdiction over each site may evaluate and coordinate their emergency response plans with the Applicant of the Commercial Solar Energy Facility.
2. The Applicant shall provide a map of the facility labeling the location of the following:
 - Batteries: The map should clearly call out battery locations and size of battery storage, if applicable.
 - Roads: The Applicant shall work with the Adams County 9-1-1 Dispatch Center to develop a private lane naming and addressing scheme, when applicable.
3. The Applicant shall provide the Adams County Highway Department and Adams County 9-1-1 Dispatch Center with any GIS Shape Files owned by the Applicant for the facility to assist with creating a map for the facility. In the event GIS shape files are not available, facility mapping in

Illinois State Plane coordinates will be accepted to create a digital map.

4. The Applicant, at its expense, shall provide annual training for, and the necessary equipment and supplies to, the Operator and local emergency response authorities and their personnel so that they can properly respond to a potential emergency at the Commercial Solar Energy Facility.
5. The Applicant and the Operator shall cooperate with all local emergency responders to develop an emergency response plan. The plan shall include, at a minimum, 24-hour contact information (names, titles, email addresses, cell phone numbers) for the Applicant and the Operator and at least three (3) designated Commercial Solar Energy Facility representatives (a primary representative with two (2) alternate representatives, each of whom are on-call "24 hours per day / 7 days per week / 365 days per year"). Any change in the designated Commercial Solar Energy Facility representative or his/her contact information shall be promptly communicated to the County. The content of the emergency response plan, including the 24-hour contact information, shall be reviewed, and updated on an annual basis.
6. Nothing in this section shall alleviate the need to comply with all other applicable life safety, fire / emergency laws and regulations.

C. Water, Sewer, Materials Handling, Storage and Disposal

1. All solid waste related to the construction, operation and maintenance of the Commercial Solar Energy Facility shall be removed from the site promptly and disposed of in accordance with all federal, state, and local laws.
2. All hazardous materials related to the construction, operation and maintenance of the Commercial Solar Energy Facility shall be handled, stored, transported, and disposed of in accordance with all applicable local, state, and federal laws.
3. The Commercial Solar Energy Facility shall comply with existing septic and well regulations as required by the Adams County Health Department and the State of Illinois Department of Public Health.

D. Drainage Systems

The Applicant, at its expense, will repair, in a prompt and timely manner, all waterways, drainage ditches, agricultural drainage systems, field tiles, or any other private and public infrastructure improvements damaged during construction, maintenance and operation phases of the Commercial Solar Energy Facility in accordance with the Agricultural Impact Mitigation Agreement.

VII. LIABILITY INSURANCE AND INDEMNIFICATION

- A. The owner operator of the Commercial Solar Energy Facility Building Permit shall maintain a current general comprehensive liability policy and automotive liability coverage covering bodily injury, death and illness, and property with limits of at least five million dollars (\$5,000,000.00) per occurrence and twenty million dollars (\$20,000,000.00) in the during the life of the Commercial Solar Energy Facility. The applicant/owner must provide proof of insurance to the Adams County Board prior to issuance of a Commercial Solar Energy Building Permit, and then at least annually thereafter.
- B. The Applicant shall defend, indemnify and hold harmless the County and its officers, appointed and elected officials, employees, attorneys, engineers and agents (collectively and individually, the "Indemnified Parties") from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney's fees relating to or arising out of the issuance of the Special Use Permit or the construction, operation, maintenance and removal of the Commercial Solar Energy Facility including, without limitation, liability for

property damage or personal injury (including death or illness), whether said liability is premised on contract or on tort (including without limitation strict liability or negligence) or any acts or omissions of the Applicant, the Owner or the Operator under this Ordinance or the Special Use Permit, except to the extent any such claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities arise from the negligence or intentional acts of such Indemnified Parties. This general indemnification shall not be construed as limiting or qualifying the County's other indemnification rights available under the law.

VIII. DECOMMISSIONING AND SITE RECLAMATION PLAN

Applicant (or Owner, if different from Applicant) must submit a Decommissioning Plan with cost estimation to the County as part of the siting application and provide testimony supporting the calculation of costs provided in said plan during the public hearing on the application. Prior to receiving any building permit for the Commercial Solar Energy Facility, the Applicant or Owner shall provide a Decommissioning Agreement and post the required Financial Assurances for the benefit of the County. The Decommissioning Agreement and Financial Assurances shall comply with Section 5-12020 of the Illinois Counties Code (55 ILCS 5/5-12020). Periodically, and as required by the Agricultural Impact Mitigation Agreement, the Owner must update the Decommissioning Plan, cost estimates, and provide updated Financial Assurances to the benefit of the County.

IX. FEES AND PERMITTING PROCESS

A. Application Fees

1. Prior to processing any Application for a Commercial Solar Energy Facility, the Applicant must submit a certified check to the County for the Application Fee equal to \$5,000.00 per megawatt (mW) of proposed nameplate capacity, up to a maximum fee of \$100,000.00. These funds shall be placed in an FDIC insured account and will be used to cover the County's costs incurred in processing the Application.
2. 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 hearings on an Application shall be conducted nor final decisions rendered on an Application if there are Application fees due to the County.
3. Any unused amounts of the Application Fee shall be refunded to the Applicant within six months of the County Board rendering a final decision on the matter, unless any pending litigation, disputes or negotiations involving the County exist regarding the Commercial Solar Energy Facility, in which case any amounts owed to the Applicant shall be refunded within six months of the conclusion of the litigation, disputes or negotiations. An Applicant may request any unused Application Fee be applied toward the Building Permit Fees for the Facility.

B. Building Permit Fees

Prior to the issuance of building permits, the Building Permit Applicant must deposit a Building Permit Fee equating to \$3,000 plus \$500.00 per megawatt (mW) of nameplate capacity.

C. All Costs to be Paid by Applicant or Owner

In addition to all fees noted above, the Applicant or Owner shall pay all costs incurred by the County, including but not limited to, those costs associated with all offices, boards and commissions of the County, and third-party costs incurred by the County. This includes, but is not limited to, the direct or indirect costs associated with the hearing, permitting, Road Use Agreement, operations, inspections, decommissioning, litigation, disputes, and/ or negotiations.

X. VARIANCE

A. Standards for Granting Variances

1. Where an applicant demonstrates that a provision of this Ordinance would cause unnecessary hardship, delay or impediments to the development of a Commercial Solar Energy Facility project if strictly adhered to, and where, in the opinion of the Chair of the County Board, because of topographical or other conditions peculiar to the site, a departure may be made without destroying the intent of such provisions, the County Board, may authorize a variance, if the variance complies with the following provisions:
 - i. The requested variance is required for the development of the Commercial Solar Energy Facility project, and the failure to obtain the requested variance would result in a practical difficulty or unnecessary hardship for the applicant.
 - ii. The granting of the requested variance will not be materially detrimental or injurious to any adjacent property.
 - iii. The granting of the requested variance will not violate the general spirit and intent of this Ordinance.
2. Any variance thus authorized is required to be approved by ordinance passed by the County Board and be entered in the minutes of the County Board's meeting, and the reasoning on which the variance was justified must be described in the minutes as well.

B. Application for Variance

1. An Applicant for a variance shall file a request for a variance with the Chairman of the County Board at the time of the submittal of the Special Use Permit Application for consideration during the public hearing.
2. The burden of proof shall rest with the applicant to clearly establish that the requested variance satisfies the criteria for granting such a variance under this Ordinance.

C. Approval and Conditions

The County Board may grant or deny the variance after receiving and considering written or verbal recommendations for or against the granting of the variance. In granting a variance, the County Board may impose such conditions and restrictions upon the applicant and the property benefiting from the variance as may be necessary to reduce or minimize any potentially negative impacts on any adjacent properties, and to carry out the general purpose of this Ordinance, which conditions and restrictions shall be set forth in the Special Use Permit.

XI. PUBLIC HEARING

Pursuant to Section 5-12020 of the Illinois Counties Code (55 ILCS 5/5-12020), the County Board shall hold at least one (1) public hearing within 45 days after receipt of an application for a Special Use Permit before a Commercial Solar Energy Facility Project, Substation and Supporting Facilities can be constructed, installed, and operated within Adams County.

The County shall comply with the public hearing notice requirements contained in Section 5-12020 of the Illinois Counties Code (55 ILCS 5/5-12020), the Open Meeting Act (5 ILCS 120/) and the following.

- A. There must be at least thirty (30) calendar days' notice before the hearing. The notice must include the time, place and date of the hearing and must be published in a newspaper published in the Township or Road District where the property is located. If there is no newspaper published in the Township or Road District where the property is located, the notice must be published in a newspaper of general circulation in the County.
- B. The notice must contain:
- The location of the property for which the Siting Approval Permit is requested by legal description and by street address, or if there is no street address, by locating the property with reference to any well-known landmark, highway, road, thoroughfare, or intersection.
 - 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, if so, the correct names and addresses of all officers and directors of the corporation and of all stockholders or shareholders owning any interest in excess of 20% 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 the 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 members of the partnership, joint venture, syndicate, or unincorporated voluntary association.
 - A descriptive statement of the proposed Commercial Solar Energy Facility project.

In addition to any other notice required by this Section, the County must give at least fifteen (15) calendar days' notice before the hearing to:

- Any municipality whose boundaries are within 1-1/2 miles of any part of the property proposed as a Commercial Solar Energy Facility project.
- The owner or owners of any land adjacent to or immediately across any street, alley or public right-of-way from the property proposed as a Commercial Solar Energy Facility project, or any real property that could be defined as an affected Non-participating Property.

XII. HEARING FACILITATOR

The County may engage the services of a hearing facilitator. The hearing facilitator shall be an independent contractor who shall conduct a hearing in accordance with all applicable rules of the board and the County but has no adjudicatory responsibility other than ruling on requests for continuances, procedural matters, admissibility of evidence and the propriety of any arguments.

The hearing facilitator shall be an attorney, licensed to practice in the State of Illinois. The Applicant shall reimburse the County for the fees and costs charged by the facilitator.

XIII. HEARING FACTORS

The County Board shall allow oral and written testimony of the Applicant and its consultants, any interested parties, County staff and/or the County's consultants and all other written submittals received during the public hearing.

The County shall also allow interested parties to a Special Use permit an opportunity to present evidence and to cross-examine witnesses at the hearing, but the County may impose reasonable restrictions on the public hearing, including reasonable time limitations on the presentation of evidence and the cross-examination of

witnesses.

The County Board may approve a Commercial Solar Energy Facility Special Use Permit application, if it finds the evidence complies with state and federal law and regulations, and with the standards of this Ordinance including the factors listed below. The factors below are applied as a balancing test, not individual requirements to be met.

- The establishment, maintenance or operation of the Commercial Solar Energy Facility will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- The Commercial Solar Energy Facility will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties.
- The establishment of the Commercial Solar Energy Facility will not impede the normal and orderly development and improvement of the surrounding properties.
- Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided.
- Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- The proposed Commercial Solar Energy Facility is not contrary to the objectives of the current comprehensive plan of the County (if any).
- The Commercial Solar Energy Facility shall, in all other respects, conform to the applicable regulations of this Ordinance and the zoning district in which it is located (if a zoning ordinance is in effect), except as such regulations may, in each instance, be modified pursuant to the recommendations of and approved by the County Board.

The County Board may grant or deny any variance after receiving and considering written or verbal recommendations for or against the granting of the variance. In granting a variance, the County Board may impose such conditions and restrictions upon the applicant and the property benefiting from the variance as may be necessary to reduce or minimize any potentially negative impacts on any adjacent properties, and to carry out the general purpose of this Ordinance, which conditions and restrictions shall be set forth in the Special Use Permit.

The County Board reserves the right to conduct another public hearing to require and evaluate additional information from the Applicant and its consultants, any interested parties, County staff and/or the County's consultants in order to respond to any issues or concerns raised by the County Board before making its final decision.

XIV. SPECIAL USE PERMIT

A. Approval or Denial

The County Board will either grant or deny the Application in accordance with the provisions of Section 5-12020 of the Illinois Counties Code (55 ILCS 5/5-12020). If the County Board approves the Special Use Permit Application, such approval may be with or without stipulated conditions, guarantees and restrictions, upon the establishment, location, construction, maintenance, and operation of the Commercial Solar Energy Facility as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this Ordinance.

If the County Board approves the application, it shall approve by ordinance a Special Use Permit with or

without conditions and restrictions and affix the Board's seal upon the ordinance approving the Special Use Permit together with the signature of the County Board's Chairman and the Adams County Clerk.

If it disapproves, the County Board shall set forth its reasons in its records and provide the applicant with a copy.

B. Revocation

1. In any case where a Special Use Permit has been approved for a Commercial Solar Energy Facility, the Applicant shall apply for a Commercial Solar Energy Facility Building Permit from the County and all other permits required by other government or regulatory agencies to commence construction and commence and actively pursue construction of the Project within thirty-six (36) months from the date of the granting of the Special Use Permit. If the Applicant fails to apply for a Commercial Solar Energy Facility Building Permit from the County and all other permits required by other government or regulatory agencies prior to construction and/or fails to commence and actively pursue construction of the Project within the thirty-six (36) month period, then without further action by the County Board, the Special Use Permit authorizing the construction and operation of the Commercial Solar Energy Facility shall be automatically revoked and void. Upon written request supported by evidence that the Applicant has diligently pursued issuance of all necessary government and regulatory permits for the Project required to commence construction and that any delay in commencement of construction of the Project is due to conditions out of his/her/its control, the County Board, in its sole discretion, may extend the above thirty-six (36) month period by passage of an ordinance that amends the Special Use Permit.
2. The Special Use Permit shall be subject to revocation if the Applicant dissolves or ceases to do business, abandons the Commercial Solar Energy Facility or the Commercial Solar Energy Facility ceases to operate for more than twelve (12) consecutive months for any reason.
3. Subject to the provisions of Article IX (Remedies), a Special Use Permit may be revoked by the County Board if the Commercial Solar Energy Facility is not constructed, installed and/or operated in substantial conformance with the County approved Project plans, the regulations of this Ordinance and the stipulated Special Use Permit conditions and restrictions.

C. Transferability; Owner or Commercial Solar Energy Facility Permittee.

The Applicant shall provide written notification to the County Board at least thirty (30) days prior to any change in ownership of a Commercial Solar Energy Facility of any such change in ownership. The phrase "change in ownership of a Commercial Solar Energy Facility" includes any kind of assignment, sale; lease, transfer or other conveyance of ownership or operating control of the Applicant, the Commercial Solar Energy Facility or any portion thereof. The Applicant or successors-in-interest or assignees of the Special Use Permit, as applicable, shall remain liable for compliance with all conditions, restrictions and obligations contained in the Special Use Permit, the provisions of this Ordinance and applicable County, state, and federal laws.

D. Modification.

Any modification of a Commercial Solar Energy Facility that alters or changes the essential character or operation of the Commercial Solar Energy Facility in a way not intended at the time the Special Use Permit was granted, or as subsequently amended, shall require a new Special Use Permit. The Applicant or authorized representative shall apply for an amended Special Use Permit prior to any modification of the Commercial Solar Energy Facility.

E. Permit Effective Date.

The Special Use Permit shall become effective upon approval of the Ordinance by the County Board.

XV. ADMINISTRATION AND ENFORCEMENT

- A. A Committee, which shall consist of the Chairman of the Adams County Board, the Chairman of the Transportation, Building and Technology Committee, the Chairman of the Legislative and Judicial Committee, a Board Member whose district encompasses the solar energy facility location (if this Board Member holds the position of the previous four mentioned, then one of the remaining two Board Members shall be selected by the Chairman of the Adams County Board) and, the County Engineer for Adams County shall enforce the provisions of this ordinance through an inspection of the solar energy facility every year.

This Committee is hereby granted the power and authority to enter upon the premises of the solar energy facility at any time by coordinating a reasonable time with the operator/owner of the facility. Any person, firm or corporation who violates, disobeys, omits, neglects, refuses to comply with, or resists enforcement of any of the provisions of this section may face fines of not more than \$750.00 per offense per week and/or rescission of permit. Any challenge to any fine or rescission of permit may be challenged first to the Adams County Board before initiation of any suit through the appropriate court system.

- B. The Applicant shall submit its application to the Subcommittee. The Subcommittee shall review and determine whether the application is complete within thirty (30) days of applicant's filing. If the application is not deemed complete, the Subcommittee shall instruct applicant as to why the application is insufficient and allow Applicant the opportunity to re-submit a complete application. Within 45 days of the application being deemed complete, the Subcommittee shall hold a public hearing in accordance with the Open Meetings Act for interested parties to present evidence and allow public comment. Within 30 days of the conclusion of the public hearing, the Subcommittee shall make a recommendation to the Adams County Board and the Adams County Board shall act upon approval of the application. Applicant shall have thirty (30) days to appeal any decision by the Adams County Board for reconsideration by the Board.
- C. Any approval of a solar project will be valid throughout the useful life of the project, including through decommissioning.

XVI. REMEDIES

- A. The Applicant's failure to materially comply with any of the provisions under the Special Use Permit, any conditions imposed on the project, and/ or failure to comply with any law or regulation shall be a default and shall be grounds for revocation of the Special Use Permit by the County Board.
- B. Prior to implementation of the applicable County procedures for the resolution of default(s), the County Board must first provide written notice to the Applicant and Operator, setting forth the alleged default(s) and provide an opportunity for the Applicant or the Operator to cure the default(s) within a thirty (30) calendar day period from the date of the notice. Should the Applicant commence the cure within that 30-day cure period, and diligently pursues a cure, then the Applicant shall receive an additional sixty (60) days to continue to pursue the cure before the County pursues procedures for the resolution of default. If the default relates to a life safety issue or interference with local, government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, the Applicant or the Operator shall take all necessary and available commercial measures to immediately cure the default. If the Applicant or Operator cannot cure the default(s) or resolve the alleged default(s) within the cure period, then applicable County ordinance provisions addressing the resolution of such default(s) shall govern.

XVII. ANNUAL UPDATE REQUIREMENTS

All contact information including name, phone number, and address of the current property owner, lessor, lessee, the interconnecting utility company, and buyer of the power (if applicable and if this information can be

disclosed publicly), shall be submitted annually within 30 days of the anniversary date of the permit until decommissioning has been completed at which point the permit will be null and void.

XVIII. INTERPRETATION

The provisions of these regulations shall be held to the minimum requirements adopted for the promotion and preservation of public health, safety, and general welfare of Adams County. These regulations are not intended to repeal, abrogate, annul or in any manner interfere with existing regulations or laws of Adams County nor conflict with any statutes of the State of Illinois.

XIX. SEVERABILITY

If any section, paragraph, clause, phrase, or part of this Ordinance is for any reason held invalid by any court or competent jurisdiction, such decision shall not affect the validity of the remaining provisions of these regulations.

XX. CERTIORARI PROCEDURE

In regard to any final decision by the County Board or any final decision by any other County Board, commission or committee with final decision-making authority and jurisdiction under this Ordinance, any person aggrieved may petition the Circuit Court of Adams County, Illinois, for a writ of certiorari or administrative review or other judicial relief as provided by applicable statutory or common law.

XXI. EFFECTIVE DATE

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

Passed by the Adams County Board on this 13th day of February, 2024.

AYES: 18

NAYS: 0

PRESENT: 0

ABSENT/ABSTAIN: 3 - Absent

ATTEST:

/s/ R. Kent Snider
County Board, Chairman

/s/ Ryan A. Niekamp
County Clerk

Wet signature is located in the County Clerk's Office

LAW OFFICES OF
MAYS, WALDEN & ANASTAS, P.C.
636 HAMPSHIRE STREET, SUITE 101
QUINCY, ILLINOIS 62306-0025
TELEPHONE (217) 222-1526 FAX (217) 222-1568

BRUCE A. ALFORD
DREW T. ERWIN

WM. OWEN MAYS (1957-2009)
J. ROBERT WALDEN (1957-1995)
TERRENCE J. ANASTAS (1983-2020)
MATTHEW A. HUTMACHER (1965-2015)

RECEIVED
FEB 06 2024
ADAMS COUNTY CLERK

February 5, 2024

Hon. Ryan Niekamp
Adams County Clerk/Recorder
521 Vermont Street
Quincy, IL 62301

Re: Tri-Township Fire Protection District/Reappointment of Trustee

Dear Ryan,

I am enclosing the original of a Petition requesting reappointment of Ronald Marks as Trustee of Tri-Township Fire Protection District. Richard has served as Trustee of the District for a number years. I am also enclosing his duly executed Oath and Bond with sureties as required by the statute. Please present the Petition to the County Board at the next meeting. Thank you!

Very truly yours,


Bruce A. Alford


Enclosures


IN THE MATTER OF TRI-TOWNSHIP)
)
FIRE PROTECTION DISTRICT.)

PETITION REQUESTING REAPPOINTMENT OF TRUSTEE

Now come Gregory Shierling and Richard Stewart, Adams County, Illinois, and respectfully petitions the members of the County Board to reappoint Ronald Marks, 4787 North 24th, Quincy, Adams County, Illinois as Trustee of Tri-Township Fire Protection District and for reason therefore states:

1. That the term of office of Ronald Marks expires on May 1, 2024.
2. That Ronald Marks is an elector living within the boundaries of said Tri- Township Fire Protection District and is otherwise qualified to serve as a Trustee of said Tri-Township Fire Protection District.
3. That he submits herewith an executed Oath of Office and a Bond in the sum of Five Hundred Dollars (\$500.00), duly executed by him as Principal, and by two property owners residing within said District as Sureties.
4. That it is in the best interest of said Tri-Township Fire Protection District that Ronald Marks be reappointed Trustee of said Tri-Township Fire Protection District for a regular three-year term.



Gregory Shierling

Richard Stewart

IN THE MATTER OF TRI-TOWNSHIP)
)
FIRE PROTECTION DISTRICT)

BOND OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, that Ronald Marks, as Principal, and Greg Shierling and Richard Stewart, as Sureties, are held and firmly bound unto the People of the State of Illinois, in the penal sum of Five Hundred Dollars (\$500.00).

NOW, WHEREAS, in anticipation of the appointment of the above bounden, Ronald Marks, of Adams County, Illinois, to the Office of Trustee of the Tri-Township Fire Protection District for a term expiring the first Monday of May, 2027, as provided by the Statutes of the State of Illinois regulating the terms of such Trustee, this Bond is hereby submitted.

NOW, THEREFORE, the condition of this obligation is such that if the said Ronald Marks shall faithfully and promptly perform the duties of the said Office, and shall from time to time and at all times hereafter duly and faithfully account for, apply, pay, transfer and deliver all and every sum and sums of money and property chargeable or accountable by virtue of his Office of Trustee, or in consequence of his appointment to such Office according to the true intent and meaning of the Statute or regulation which may be enforced in relation thereto and shall deliver over to his successors in Office, or any other person authorized by law to receive the same, all moneys, books, papers and property, and other matters appertaining thereto and belonging to his Office, THEN THE ABOVE OBLIGATION TO BE VOID, OTHERWISE TO BE IN FULL FORCE AND EFFECT.

Witness our hands and seals this 5th day of Feb, 2024.

Ronald Marks
Ronald Marks, Principal

Gregory R. Shierling
Gregory Shierling, Surety

Richard Stewart
Richard Stewart, Surety

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

I, Bruce Alford, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald Marks, as Principal, and Gregory Shierling and Richard Stewart, as Sureties, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of Feb, 2024.



Bruce A Alford
Notary Public

IN THE MATTER OF TRI-TOWNSHIP)
)
FIRE PROTECTION DISTRICT.)


OATH OF TRUSTEE

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of Trustee of Tri-Township Fire Protection District to the best of my ability.



Ronald Marks

Subscribed and sworn to before me
this 5th day of Feb, 2024.


Notary Public

RESOLUTION NO. 2024-02-001-007

RESOLUTION TO AMEND RESOLUTION NUMBER 2022-09-001-050 WHICH AUTHORIZES THE USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR THE REPLACEMENT, AND OR IMPROVEMENTS OF COMMUNITY RESTROOMS IN THE COUNTY OF ADAMS, IN THE STATE OF ILLINOIS

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Adams County, Illinois and authorizes \$12,709,982 in total funds for Adams County, the first half of which has been received and is under deposit, and

WHEREAS, the Center for Disease Control continues to recommend social distancing when in public and the avoidance of groups of people in confined spaces as sound measures of COVID mitigation, and

WHEREAS, the American Rescue Plan Act (ARPA), 42 U.S.C. 802 *et seq.*, amended Title VI of the Social Security Act to add Section 603, the “Local Fiscal Recovery Fund,” giving local governments resources to address the impacts of COVID-19, and

WHEREAS, the Local Fiscal Recovery Fund and additional guidance from the Treasury Department’s Interim Final Rule, 31 C.F.R. Part 35, authorize use of the funds to not only respond to public health emergency caused by COVID-19, and to make necessary investments in infrastructure; including necessary investments in water, sewer, or broadband infrastructure, and

WHEREAS, the Adams County Board has defined a strategy for the use of American Rescue Plan Act State and Local Fiscal Recovery Funds to support continued COVID mitigation infrastructure, including necessary investments in water, sewer, or broadband infrastructure, and

WHEREAS, the Adams County Board adopted Resolution Number 2022-09-001-050 which allows for the expense of American Rescue Funds to replace, or improve community restrooms for the Villages of: Camp Point, Liberty, Golden, Plainville and Coatsburg at the below stated amounts of resource:

1. Village of Camp Point \$120,000
2. Village of Liberty \$120,000
3. Village of Golden \$90,000
4. Village of Plainville \$90,000
5. Village of Coatsburg \$90,000

WHEREAS, the Adams County Board adopted Intergovernmental Agreements between the Villages of Liberty, Plainville, and Camp Point at their November 14, 2023, stated meeting.

WHEREAS, the Adams Count Board moved to release American Rescue Plan restroom allocations pursuant to Resolution Number 2022-09-001-050 to only the Villages that the County of Adams has a signed intergovernmental agreement with as of December 12, 2023 which are the following villages:

1. Village of Liberty in the amount of \$120,000

2. Village of Camp Point in the amount of \$120,000
3. Village of Plainville in the amount of \$90,000

NOW THEREFORE, the Adams County Board hereby ordains the following:

1. The Adams County Board amends the previous allocation of \$510,000 for the use from the current balance of American Rescue Plan Act, State and Local Fiscal Recovery funds to the amended aggregate amount of \$330,000 for the purpose of replacing, or improve community restrooms for the Villages of Liberty, Camp Point, and Plainville all within the County of Adams in the State of Illinois.
2. The Adams County Board has assigned clear responsibilities for periodic reporting of progress on this project to the Adams County Board or its designated agent, Bellwether LLC.

Passed by the Board of Adams County this 13th day of February, 2024.


R. Kent Snider, Adams County Chairman

ATTEST:


Ryan A. Niekamp, Adams County Clerk



Supporting Documentation for
Resolution Number 2024-02-001-007

RESOLUTION NO. 2022-09-001-050

RESOLUTION TO AUTHORIZE THE USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR THE REPLACEMENT, AND, OR IMPROVEMENTS OF COMMUNITY RESTROOMS IN THE COUNTY OF ADAMS FOR THE VILLAGES OF CAMP POINT, LIBERTY, GOLDEN, PLAINVILLE, AND COATSBURG

WHEREAS, The American Rescue Plan Act provides for State And Local Fiscal Recovery Funds, a definition which includes Adams County, Illinois and authorizes \$12,709,982 in total funds for Adams County, the first half of which has been received and is under deposit, and

WHEREAS, the Center for Disease Control continues to recommend social distancing when in public and the avoidance of groups of people in confined spaces as sound measures of COVID mitigation, and

WHEREAS, the American Rescue Plan Act (ARPA), 42 U.S.C. 802 *et seq.*, amended Title VI of the Social Security Act to add Section 603, the "Local Fiscal Recovery Fund," giving local governments resources to address the impacts of COVID-19, and

WHEREAS, the Local Fiscal Recovery Fund and additional guidance from the Treasury Department's Interim Final Rule, 31 C.F.R. Part 35, authorize use of the funds to not only respond to public health emergency caused by COVID-19, and to make necessary investments in infrastructure; including necessary investments in water, sewer, or broadband infrastructure, and


WHEREAS, the Adams County Board has defined a strategy for the use of American Rescue Plan Act State and Local Fiscal Recovery Funds to support continued COVID mitigation infrastructure, including necessary investments in water, sewer, or broadband infrastructure, and

NOW THEREFORE, the Adams County Board hereby ordains the following:

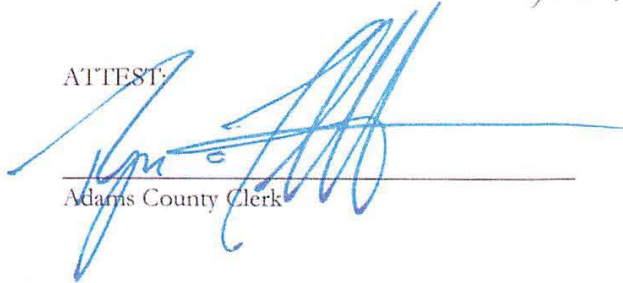
1. The Adams County Board authorizes the use of \$510,000.00 from the current balance of American Rescue Plan Act, State and Local Fiscal Recovery funds to replace, or improve community restrooms for the Villages of Camp Point, Liberty, Golden, Plainville and Coatsburg within the County of Adams. The disbursement of the one-time allocated funds are as follows:
 - i. Village of Camp Point: \$120,000.00
 - ii. Village of Liberty: \$120,000.00
 - iii. Village of Golden: \$90,000.00
 - iv. Village of Plainville \$90,000.00
 - v. Village of Coatsburg \$90,000.00
2. Upon the passage of Resolution Number 2022-09-001-050, the Board hereby authorizes the Adams County Clerk to issue payment to the stated Villages for the purposes outlined by this resolution.
3. The Adams County Board has assigned clear responsibilities for periodic reporting of progress on this project to the Adams County Board or its designated agent, Bellwether LLC.

RESOLUTION NO. 2022-09-001-050

Passed by the Board of Adams County this 13 day of September, 2022.



Adams County Chairman

ATTEST:


Adams County Clerk



YAYS	NAYS	PRESENT	ABSTAIN	ABSENT
19	0	0	0	2

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY
AND THE BAILEY PARK DISTRICT FOR THE CONSTRUCTION OF
CAPITAL IMPROVEMENTS IN BAILEY PARK, CAMP POINT, ILLINOIS**

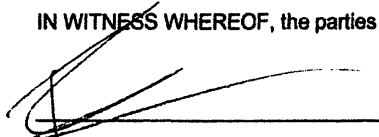
This intergovernmental agreement (IGA) is made and entered into this ____ day of _____, 2023 between the County of Adams and the Bailey Park District (the Park District), Camp Point, Adams County, Illinois.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

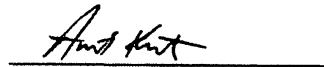
1. Purpose: The purpose of this IGA is to establish an arrangement and agreement between the County and Bailey Park District for the construction of capital improvements within Bailey Park, Camp Point, Illinois. The term "capital improvement", sometimes referred to as "the project", shall include the new construction or refurbishment of park capital facilities such as a permanent park restroom, shelter house, playground equipment, or other improvements acceptable to the County and Bailey Park. The Park District shall make the initial payments for the planning, design and construction of the project. The County, subject to the terms of this Agreement, agrees to reimburse the Village up to a sum of \$120,000.00 for the costs of the planning, design and construction of the project from available American Rescue Plan Act (ARPA) funds received by the County.
2. Park District Responsibilities: The Park District agrees as follows:
 - a. The Park District shall design or cause to be designed the capital improvement by an engineer, architect or construction company licensed to do business in Illinois. The design shall contain not only the plans for the construction of the project but also an estimate as to its cost and anticipated time of commencement and completion of the project.
 - b. The Park District shall provide the County all plans for design of the project, bid documents, contracts with contractors and subcontractors as well as any other information requested by the County associated with the project.
 - c. The Park District shall advertise for bids and award the construction of project in compliance with Illinois law.
 - d. The Park District shall be responsible for the cost of the project, including the planning, design and construction. The payments shall be made to vendors and contractors as they become due and the funds may be spent in separate transactions over a period of time.
 - e. The Park District shall pay any all initial expenses of the project from funds available to the Park District. The Park District warrants that it does have those funds available.
 - f. The Park District agrees to assist the County in any reporting requirements the County is required to submit to the state or federal government or any agency of the state or federal government.

3. Construction: In addition to any other requirement of this Agreement, the project shall be designed and constructed in such a manner as to be handicap accessible in compliance with the American With Disabilities Act and shall be designed and constructed in accordance with federal and state codes which may apply such as the International Building Code and the International Fire Code. The project shall be in compliance with the Prevailing Wage Act. The Park District shall be responsible for compliance and shall hold the County harmless for any violation to include damages, court costs and attorney's fees.
4. County Responsibilities: Subject to the terms of this Agreement, the County agrees to reimburse the Park District up to the sum of \$120,000.00 payable from existing ARPA funds. Prior to making any payment the County shall require the Park District to submit bills and invoices received for the project as well as proof of payment by the Park District. The County shall reimburse the Park District within 30 days of presentation of vouchers submitted by the Park District that are in compliance with this agreement. The parties agree that vouchers for the planning, design and construction of the project may be submitted, considered and paid periodically as the project progresses.
5. Operation and Maintenance: The Park District shall be responsible for the operation and maintenance of the project and the County shall bare no further responsibility other than providing funding pursuant to this agreement.
6. Termination or Default: In addition to any other remedy stated in this IGA or otherwise provided by law, in the event the Park District decides to terminate this agreement or to not to construct or complete the construction of the project or halts construction of the project the County shall be under no obligation to continue to reimburse the Park District and the Park District agrees to return to the County all sums advanced by the County pursuant to this Agreement.
7. Entire Agreement: This IGA constitutes the entire agreement between the parties with respect to the project and supersedes all prior communications or representations, agreements, whether written or oral.
8. Notices: All notices and other communications shall be in writing, including electronic format, and for the Village shall be delivered to the Park District President or his designate and for the County shall be delivered to the Executive Committee of the Adams County Board or his designate.

IN WITNESS WHEREOF, the parties have executed the IGA as of the date written above.



Adams County, by
Kent Snider, Adams County



Bailey Park District, by
Austin Kestner, Park Board President

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY
AND THE VILLAGE OF LIBERTY FOR THE CONSTRUCTION OF
CAPITAL IMPROVEMENTS IN THE VILLAGE PARK OF
THE VILLAGE OF LIBERTY**

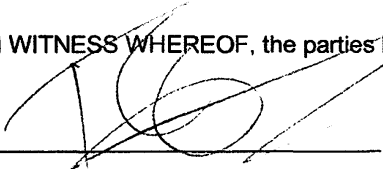
This intergovernmental agreement (IGA) is made and entered into this 16th day of Nov., 2023 between the County of Adams and Village of Liberty, Adams County, Illinois.

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

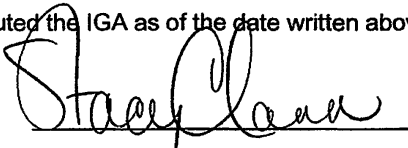
1. Purpose: The purpose of this IGA is to establish an arrangement and agreement between the County and the Village for the construction of capital improvements within the Liberty Village Park. The term "capital improvement", sometimes referred to as "the project", shall include the new construction or refurbishment of park capital facilities such as a permanent park restroom, shelter house, playground equipment, or other improvements acceptable to the County and the Village. The Village shall make the initial payments for the planning, design and construction of the project. The County, subject to the terms of this Agreement, agrees to reimburse the Village up to a sum of \$120,000.00 for the costs of the planning, design and construction of the project from available American Rescue Plan Act (ARPA) funds received by the County.
2. Village Responsibilities: The Village agrees as follows:
 - a. The Village shall design or cause to be designed the capital improvement by an engineer, architect or construction company licensed to do business in Illinois. The design shall contain not only the plans for the construction of the project but also an estimate as to its cost and anticipated time of commencement and completion of the project.
 - b. The Village shall provide the County all plans for design of the project, bid documents, contracts with contractors and subcontractors as well as any other information requested by the County associated with the project.
 - c. The Village shall advertise for bids and award the construction of project in compliance with Illinois law.
 - d. The Village shall be responsible for the cost of the project, including the planning, design and construction. The payments shall be made to vendors and contractors as they become due and the funds may be spent in separate transactions over a period of time.
 - e. The Village shall pay any all initial expenses of the project from funds available to the Village. The Village warrants that it does have those funds available.
 - f. The Village agrees to assist the County in any reporting requirements the County is required to submit to the state or federal government or any agency of the state or federal government.

3. **Construction:** In addition to any other requirement of this Agreement, the project shall be designed and constructed in such a manner as to be handicap accessible in compliance with the American With Disabilities Act and shall be designed and constructed in accordance with federal and state codes which may apply such as the International Building Code and the International Fire Code. The project shall be in compliance with the Prevailing Wage Act. The Village shall be responsible for compliance and shall hold the County harmless for any violation to include damages, court costs and attorney's fees.
4. **County Responsibilities:** Subject to the terms of this Agreement, the County agrees to reimburse the Village up to the sum of \$120,000.00 payable from existing ARPA funds. Prior to making any payment the County shall require the Village to submit bills and invoices received for the project as well as proof of payment by the Village. The County shall reimburse the Village within 30 days of presentation of vouchers submitted by the Village that are in compliance with this agreement. The parties agree that vouchers for the planning, design and construction of the project may be submitted, considered and paid periodically as the project progresses.
5. **Operation and Maintenance:** The Village shall be responsible for the operation and maintenance of the project and the County shall bare no further responsibility other than providing funding pursuant to this agreement.
6. **Termination or Default:** In addition to any other remedy stated in this IGA or otherwise provided by law, in the event the Village decides to terminate this agreement or to not to construct or complete the construction of the project or halts construction of the project the County shall be under no obligation to continue to reimburse the Village and the Village agrees to return to the County all sums advanced by the County pursuant to this Agreement.
7. **Entire Agreement:** This IGA constitutes the entire agreement between the parties with respect to the project and supersedes all prior communications or representations, agreements, whether written or oral.
8. **Notices:** All notices and other communications shall be in writing, including electronic format, and for the Village shall be delivered to the Village Mayor or her designate and for the County shall be delivered to the Executive Committee of the Adams County Board or his designate.

IN WITNESS WHEREOF, the parties have executed the IGA as of the date written above.



Adams County, by
Kent Snider, Adams County



Village of Liberty, by
Stacy Clark, Village President



**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY
AND THE VILLAGE OF PLAINVILLE FOR THE CONSTRUCTION OF
CAPITAL IMPROVEMENTS IN THE VILLAGE PARK OF
THE VILLAGE OF PLAINVILLE**

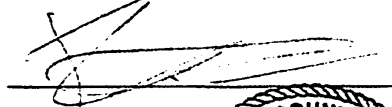
This intergovernmental agreement (IGA) is made and entered into this 1 day of Dec, 2023 between the County of Adams and Village of Plainville, Adams County, Illinois.


In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:


1. Purpose: The purpose of this IGA is to establish an arrangement and agreement between the County and the Village for the construction of capital improvements within the Plainville Village Park. The term "capital improvement", sometimes referred to as "the project", shall include the new construction or refurbishment of park capital facilities such as a permanent park restroom, shelter house, playground equipment, or other improvements acceptable to the County and the Village. The Village shall make the initial payments for the planning, design and construction of the project. The County, subject to the terms of this Agreement, agrees to reimburse the Village up to a sum of \$90,000.00 for the costs of the construction of the project from available American Rescue Plan Act (ARPA) funds received by the County.
2. Village Responsibilities: The Village agrees as follows:
 - a. The Village shall design or cause to be designed the capital improvement by an engineer, architect or construction company licensed to do business in Illinois. The design shall contain not only the plans for the construction of the project but also an estimate as to its cost and anticipated time of commencement and completion of the project.
 - b. The Village shall provide the County all plans for design of the project, bid documents, contracts with contractors and subcontractors as well as any other information requested by the County associated with the project.
 - c. The Village shall advertise for bids and award the construction of project in compliance with Illinois law.
 - d. The Village shall be responsible for the cost of the project, including the planning, design and construction. The payments shall be made to vendors and contractors as they become due and the funds may be spent in separate transactions over a period of time.
 - e. The Village shall pay any all initial expenses of the project from funds available to the Village. The Village warrants that it does have those funds available.
 - f. The Village agrees to assist the County in any reporting requirements the County is required to submit to the state or federal government or any agency of the state or federal government.

3. **Construction:** In addition to any other requirement of this Agreement, the project shall be designed and constructed in such a manner as to be handicap accessible in compliance with the American With Disabilities Act and shall be designed and constructed in accordance with federal and state codes which may apply such as the International Building Code and the International Fire Code. The project shall be in compliance with the Prevailing Wage Act. The Village shall be responsible for compliance and shall hold the County harmless for any violation to include damages, court costs and attorney's fees.
4. **County Responsibilities:** Subject to the terms of this Agreement, the County agrees to reimburse the Village up to the sum of \$90,000.00 payable from existing ARPA funds. Prior to making any payment the County shall require the Village to submit bills and invoices received for the project as well as proof of payment by the Village. The County shall reimburse the Village within 30 days of presentation of vouchers submitted by the Village that are in compliance with this agreement. The parties agree that vouchers for the planning, design and construction of the project may be submitted, considered and paid periodically as the project progresses.
5. **Operation and Maintenance:** The Village shall be responsible for the operation and maintenance of the project and the County shall bare no further responsibility other than providing funding pursuant to this agreement.
6. **Termination or Default:** In addition to any other remedy stated in this IGA or otherwise provided by law, in the event the Village decides to terminate this agreement or to not to construct or complete the construction of the project or halts construction of the project the County shall be under no obligation to continue to reimburse the Village and the Village agrees to return to the County all sums advanced by the County pursuant to this Agreement.
7. **Entire Agreement:** This IGA constitutes the entire agreement between the parties with respect to the project and supersedes all prior communications or representations, agreements, whether written or oral.
8. **Notices:** All notices and other communications shall be in writing, including electronic format, and for the Village shall be delivered to the Village Mayor or her designate and for the County shall be delivered to the Executive Committee of the Adams County Board or his designate.

IN WITNESS WHEREOF, the parties have executed the IGA as of the date written above.



 Adams County, by
 Kent Snider, Adams County




 Village of Plainville, by
 Charles Epley, Village President

2. The Adams County Board has assigned clear responsibilities for periodic reporting of progress on this project to the Adams County Board or its designated agent, Bellwether LLC.

Passed by the Board of Adams County this 13th day of February, 2024.



Adams County Chairman

ATTEST:


Adams County Clerk



**ADDITIONAL FUND APPROPRIATION
FY 2023/2024**

Requested by: Anthony Grootens Sheriff
Name Dept./Title

WHEREAS, The County Board of Adams County, Illinois, has adopted an Annual Budget for the Fiscal Year beginning December 1, 2023 and ending November 30, 2024, and

WHEREAS, it now appears desirable and necessary that certain additions be made to a fund account of said Fiscal Year Budget,

NOW THEREFORE BE IT RESOLVED, by the County Board of Adams County, Illinois, that the amounts herein below set forth be hereby added to the revenue and/or expense of said fund account within the Annual Budget as follows:

AMOUNT	REVENUE ACCOUNT	APPROPRIATION NUMBER	LINE ITEM DESCRIPTION	REVISED BUDGET
\$ 250,000.00		001-303-4220	Revenue - Federal Inmate Housing	\$ 250,000.00
\$ 50,000.00	EXPENSE ACCOUNT	001-303-5713	Other Expense	\$ 50,000.00
	ACCOUNT			
	ACCOUNT			

The Revised Appropriation as herein above set forth shall be in full force and effect from and after this date.

ADOPTED BY THE COUNTY BOARD OF ADAMS COUNTY, ILLINOIS, THIS

13 DAY OF February, 2024



[Signature]
Chairman, Adams County Board
[Signature]
County Clerk

**ADDITIONAL FUND APPROPRIATION
FY 2023/2024**

Requested by: Todd Nelson Public Defender
Name Dept./Title

WHEREAS, The County Board of Adams County, Illinois, has adopted an Annual Budget for the Fiscal Year beginning December 1, 2023 and ending November 30, 2024, and

WHEREAS, it now appears desirable and necessary that certain additions be made to a fund account of said Fiscal Year Budget,

NOW THEREFORE BE IT RESOLVED, by the County Board of Adams County, Illinois, that the amounts herein below set forth be hereby added to the revenue and/or expense of said fund account within the Annual Budget as follows:

AMOUNT	APPROPRIATION NUMBER	LINE ITEM DESCRIPTION	REVISED BUDGET
\$ 148,000.00	REVENUE ACCOUNT 412-411-4105	Earnings - Public Defender	\$ 148,000.00
\$ 148,000.00	EXPENSE ACCOUNT 412-411-5713	All Expenses	\$ 148,000.00
_____	ACCOUNT _____	_____	_____
_____	ACCOUNT _____	_____	_____

The Revised Appropriation as herein above set forth shall be in full force and effect from and after this date.

ADOPTED BY THE COUNTY BOARD OF ADAMS COUNTY, ILLINOIS, THIS

13 DAY OF February, 2024



[Signature]
Chairman, Adams County Board
[Signature]
County Clerk




CHAIRMAN

ATTEST:


COUNTY CLERK

COUNTY OF ADAMS)
STATE OF ILLINOIS)

I, Ryan A. Niekamp, County Clerk in and for said County of Adams, State of Illinois, do hereby certify that the foregoing is true and complete copy of the proceedings of the Adams County Board's meeting held on February 13, 2024, as shown by my records in my office.

Witness my hand and official seal at Quincy, Illinois
this 12th day of March 2024.




COUNTY CLERK