



Economic Development Committee

215 S. East Street

Carlinville, IL 62626

<http://www.macoupincountyil.gov/>

Regular Meeting

~ Minutes ~

Wednesday, February 3, 2021

6:00 PM

County Board Room

I. CALL TO ORDER

PRESENT: Armour, Starr, Dragovich, Klausing, Payne, Vojas (Remote), Schmidt

ABSENT:

II. AGENDA ITEMS

1. Bid Opening for County Farmground Lease

Armour discussed that they had put the 13 acres roughly near the animal control building. It had been advertised and three bids had been submitted.

Dwight Behme - 227 per acre

Jeff Behme - 160 per acre

Adam Emery - 185 per acre

Motion by Klausing, seconded by Dragovich to recommend accepting the bid of 227 per acre for Dwight Behme.

RESULT:	MOTION TO RECOMMEND [UNANIMOUS]
MOVER:	Lyndel Klausing, Member
SECONDER:	Mark Dragovich, Member
AYES:	Armour, Starr, Dragovich, Klausing, Payne, Vojas

2. Appraisal of County Property Potentially for Sale

Armour explained this was for the part of the farmground that the county was looking at selling. The appraisal looked at 2.75 acres that the county was looking at selling. The appraised value was \$55,000. If the county were to sell it, it could accept no less than 80% of this appraised value.

Motion by Starr, seconded by Dragovich to recommend accepting the appraisal.

RESULT:	MOTION TO RECOMMEND [UNANIMOUS]
MOVER:	Harry Starr, Vice Chair
AYES:	Armour, Starr, Dragovich, Klausing, Payne, Vojas

3. Potential Sale of County Property

Armour said that the county was still seeking to sell the property that the appraisal had been finished on. The next step would be to advertise it for sale. That was what he was asking the committee to recommend tonight.

Motion by Dragovich, seconded by Starr to recommend beginning the process of seeking to sell the county property.

RESULT:	MOTION TO RECOMMEND [UNANIMOUS]
MOVER:	Mark Dragovich, Member
SECONDER:	Harry Starr, Vice Chair
AYES:	Armour, Starr, Dragovich, Klausing, Payne, Vojas

4. Wind Ordinance

Armour discussed that they had been reviewing the wind ordinance for a few months now and it was time to put it to bed. There were some blanks that needed to be filled in. For the most part, he believed the blanks could be filled in by using either the economic development committee or the county clerk. There was a discussion about the fees and costs that needed to be filled in. There was a lengthy discussion about what should be done. It was decided to have Armour, Dragovich, and Schmidt would meet to complete the ordinance and bring it back next month.

5. Western Illinois River Valley Regional Planning Council Proposal from Partners in Progress

Schmidt said representatives from the Western Illinois River Valley Regional Planning Council. This goes back to the comprehensive economic development strategy that the county worked with other counties on last year. In order to get certain type of federal funding, it was required to have the CEDS and this was the next step in the process. There was a discussion about how the costs would be paid as there was a total of \$70,000 between the counties. There would be a meeting in the future and Jon Payne volunteered to go to the meeting as a representative for the county.

Motion by Starr, seconded by Dragovich to send a representative to the meeting and report back.

RESULT:	MOTION TO RECOMMEND [UNANIMOUS]
MOVER:	Harry Starr, Vice Chair
SECONDER:	Mark Dragovich, Member
AYES:	Armour, Starr, Dragovich, Klausing, Payne, Vojas

6. Enterprise Zone Administrator Stipend

Schmidt and Armour discussed that the county had hired Mary Beth Bellm for \$1,500 a year to handle the administration of the enterprise zone. As the county had a newly established zone as of January 1, there was a consideration about who should handle those responsibilities in the future. After discussion, Schmidt said he would reach out to GIS Manager Coe about him handling these responsibilities.

7. Discussion of Tourism Grant Program
Clerk Duncan said the Macoupin Art Collective had reached out about a tourism grant. Since the county had not done one in a while, he wanted to reach out the committee to see if they were still interested in doing one. The funds for these grants are raised from the hotel tax, but since there are currently no hotels in the unincorporated part of the county. The committee felt the Art Collective should apply and they would see if they were eligible.

APPRAISAL OF



LOCATED AT:

21670 Macoupin Business Pk
Carlinville, IL 62626

FOR:

Macoupin County

BORROWER:

UKN

AS OF:

December 11, 2020

BY:

Kent E. Aumann

Attachment: appraisal (2224 : Appraisal of County Property Potentially for Sale)

LAND APPRAISAL REPORT

File No. C2101008

The purpose of this appraisal report is to provide the lender/client with an accurate supported opinion of the market value of the subject property

CLIENT AND PROPERTY IDENTIFICATION

Property Address: 21670 Macoupin Business Pk City: Carlinville State: IL Zip: 62626
Borrower: UKN Owner of Public Record: Mac. County County: Macoupin
Legal Description: Pt of SW 1/4 of NE 1/4 Section 16 T10 R7 To be determined by Survey
Assessor's Parcel #: Pt of 12-000-178-00 Tax Year: 2019 R.E. Taxes: 0.00
Neighborhood Name: Macoupin Business Park Map Reference: Census Tract:
Special Assessments: None PUD Yes No HOA: \$ 0.00 Per Year Per Month
Property Rights Appraised: Fee Simple Leasehold Other (describe)
Assignment Type: Purchase Transaction Refinance Transaction Other (describe)
Lender/Client: Macoupin County Address:

CONTRACT ANALYSIS

I did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
Not a sale
Contract Price \$: Date of Contract: Is the property seller the owner of public record? Yes No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the borrower? Yes No
If Yes, report the total dollar amount and describe the items to be paid. \$

NEIGHBORHOOD DESCRIPTION

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Table with columns: Neighborhood Characteristics, One-Unit Housing Trends, One-Unit Housing, Present Land Use %. Includes rows for Location, Built-Up, Growth, and Neighborhood Boundaries.

Table with columns: Good, Aver., Fair, Poor for various factors like Convenience to Employment, Shopping, Education, etc.

Neighborhood Description: The subject property is located in a business park North of Carlinville along Route 4. There are several businesses located in the area. The area provides ease of entry from Rt.4 as well as utilities

Market Conditions (including support for the above conclusions): Marketing for similar type properties is 3 to 6 months. Financing is readily available. Sellers are not required to offer financing concessions

SITE DESCRIPTION

Dimensions: TBD Area: 3 Acres Sq.Ft. Shape: Rectangular View: Industrial
Zoning Classification: None Zoning Description: The property is not in the city limits of Carlinville
Zoning Compliance: Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
Uses permitted under current zoning regulations: All Uses
Highest & Best Use: Commercial building
Describe any improvements: None
Do present improvements conform to zoning? Yes No No improvements If No, explain:

Present use of subject site: Vacant Current or proposed ground rent? Yes No If Yes, \$
Topography: Level Size: 2.75+/- Acres Drainage: Adequate
Corner Lot: Yes No Underground Utilities: Yes No Fenced: Yes No If Yes, type:
Special Flood Hazard Area: Yes No FEMA Flood Zone: FEMA Map #: FEMA Map Date:

Table with columns: UTILITIES, Public, Other, Provider or Description, Off-Site Improvements, Type/Description, Public, Other. Includes rows for Electricity, Gas, Water, Sanitary Sewer, etc.

Are the utilities and off-site improvements typical for the market? Yes No If No, describe:
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe:

Site Comments: This is a quality commercial building site in a good location.

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LAND APPRAISAL REPORT

File No. C2101008

There are comparable sites currently offered for sale in the subject neighborhood ranging in price from \$ to \$
 There are comparable sites sold in the past 12 months in the subject neighborhood ranging in sale price from \$ to \$

COMPARABLE SALES

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
Address	21670 Macoupin Business Park	736 W Main St		1365 E 1st South		21339 Rt. 4	
City/ST/Zip	Carlenville IL 62626	Carlenville IL 62626		Carlenville IL 62626		Carlenville IL 62626	
Proximity to Subject		2.43 miles SW		2.61 miles SE		0.40 miles SW	
Data Source(s)		CMLS 172409		S of A Office		S of A Office	
Verification Source(s)		S of A Office		S of A Office		S of A Office	
Sale Price	\$		\$ 99,205		\$ 55,000		\$ 56,719
Price/ Acres	\$ 0.00	\$ 39,682.00		\$ 10,934.00		\$ 13,009.00	
Date of Sale (MO/DA/YR)		06/26/2017	4,200	03-01-2012	3,000	08/01/2009	4,300
Days on Market		31		Ukn		Ukn	
Financing Type		Conv		Cash		Cash	
Concessions		None		None		None	
Location	Suburban	Suburban+	-10,000	Suburban		Suburban	
Property Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site Size Acres	2.750	2.500		5.030		4.360	
View	Industrial	Commercial		Residential		Industrial	
Topography	Level	Level		Rolling	2,500	Level	
Available Utilities	elec,gas,wtr	Ele Gas Wtr		Electric Gas Wtr		Electri Gas Wtr	
Street Frontage	Adequate	Adequate		Adequate		Adequate	
Street Type	Highway/Good	Highway/Good		Highway/Good		Highway Good	
Water Influence	None	None		None		None	
Fencing	None	None		None		None	
Improvements	None	None		None		None	
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 5,800	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 5,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	\$ 4,300
Adjusted sales price of the Comparable Sales (in \$)		Net Adj. -14.6%		Net Adj. 50.3%		Net Adj. 33.1%	
		Gross Adj. 35.8%	\$ 33,882	Gross Adj. 50.3%	\$ 16,434	Gross Adj. 33.1%	\$ 17,300

The Appraiser has researched the transfer history of the subject property for the past 3 years and the listing history of the subject for the past 12 months prior to the effective date of this appraisal.
 The appraiser has also researched the transfer and listing history of the comparable sales for the past 12 months.

The appraiser's research did did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of the appraisal.

Data Sources: MLS, S of A Office

The appraiser's research did did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Sources: MLS, S of A Office

The appraiser's research did did not reveal any prior listings of the subject property or comparable sales for the year prior to the effective date of the appraisal.

Data Sources: MLS, S of A Office

Listing/Transfer History (if more than two, use comments section or an addendum.)	Transfer/Sale (ONLY) of the Subject in past 36 months:	Listing and Transfer history of Comp 1 in past 12 months:	Listing and Transfer history of Comp 2 in past 12 months:	Listing and Transfer history of Comp 3 in past 12 months:
\$		\$		\$
\$		\$		\$

Subject Property Is Currently Listed For Sale? Yes No Data Source: MLS and Owner

Current Listing History	List Date	List Price	Days on Market	Data Source
		\$		

Subject Property has been listed within the last 12 Months? Yes No Data Source: MLS, S of A Office

12 Month Listing History	List Date	List Price	Days on Market	Data Source
		\$		
		\$		

Comments on Prior Sales/Transfers and Current and Prior Listings: **There were no sales of the subject property in the past 36 months and no additional sales of the comparable sales in the past 12 months**

Summary of the Sales Comparison Approach: **The sales used are all older sales but are the latest sales in the Carlenville area that are similar to the subject. The adjustments and adjusted sales prices above are based on a per acre basis.**

The sales were adjusted 3% per year for Time

Sale #1 was adjusted -10,000 do to a superior location in the Downtown area near the school, Elevator and other commercial properties.

Sale #2 was adjusted +2,500 do the property being a rolling tract that required extensive excavation to be able to construct the duplex structures on the site now.

Sale #3 only has the time adjustment. This property is located near the subject property across the road.

Reconciliation Comments: **Based on the 3 comparable properties the estimated value of the subject property is \$25,000 per acre or \$20,000 per acre X 2.75 acres = \$55,000**

This appraisal is made "as is", or subject to the following conditions or inspections:

Based on a complete visual inspection of the subject site and those improvements upon said site, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of market value, as defined, of the real property that is the subject of this report is:

Opinion of Market Value: \$ **55,000** , as of: **12/11/2020** , which is the date of inspection and the effective date of this appraisal

Attachment: appraisal (2224 : Appraisal of County Property Potentially for Sale)

LAND APPRAISAL REPORT

File No. C2101008

PRODUCT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s): Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal Name of Project: _____
 Total number of phases: _____ Total number of units: _____ Total number of units sold: _____
 Total number of units rented: _____ Total number of units for sale: _____ Data source(s): _____
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion: _____
 Does the project contain any multi-dwelling units? Yes No Data Source: _____
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion: _____

Describe common elements and recreational facilities: _____

CERTIFICATIONS AND LIMITING CONDITIONS

This report form is designed to report an appraisal of a parcel of land which may have some minor improvements but is not considered to be an "improved site". All improvements are considered to be of relatively minor value impact on the overall value of the site. This report form is not designed to report on an "improved site" where significant value is derived from the improvements. This appraisal report form may be used for single family, multi-family sites and may be included within a PUD development.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions and certifications. The appraiser must, at a minimum; (1) perform a complete visual inspection of the subject site and any limited improvements, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions and conclusions in this appraisal report.

INTENDED USE: The intended use of the appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this report is the lender/client identified within the appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: OCC, OTS, FRS, & FDIC joint regulations published June 7, 1994)

* Adjustments to the comparables must be made for special or creative concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- The appraiser will not be responsible for matters of a legal nature that affect the subject property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the subject property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties express or implied. The appraiser will not be responsible for any such conditions that do exist or for the engineering or testing that might be required to discover whether such condition exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal must not be considered as an environmental assessment of the property.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- I performed a complete visual inspection of the subject site and any limited improvements. I have reported the information in factual and specific terms. I identified and reported the deficiencies of the subject site that could affect the utility of the site and its usefulness as a building lot(s).
- I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of the Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them unless indicated elsewhere within this report as there are no or very limited improvements and these approaches to value are not deemed necessary for credible result and/or reliable indicators of value for this appraisal assignment.
- I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of the sale of the comparable sale, unless otherwise indicated in this report.
- I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- I have not used comparable sales that were the result of combining multiple transactions into reported sales.
- I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- I have verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- I have knowledge and experience in appraising this type of property in this market area.
- I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.

LAND APPRAISAL REPORT

File No. C2101008

CERTIFICATIONS AND LIMITING CONDITIONS (continued)

- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believed to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application.
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SIGNATURES

APPRAISER

Signature [Handwritten Signature]
Name Kent E. Aumann
Company Name Aumann Appraisal Service
Company Address 20114 IL Rt. 16
Nokomis IL, 62075
Telephone Number 217-563-2523
Email Address kent@aumannauctions.com
Date of Signature and Report 01/13/2021
Effective Date of Appraisal 12/11/2020
State Certification # 553.001568
or State License #
or Other (describe) State #
State
Expiration Date of Certification or License

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

ADDRESS OF PROPERTY APPRAISED
21670 Macoupin Business Pk
Carlinville, IL 62626

APPRAISED VALUE OF SUBJECT PROPERTY \$ 55,000

LENDER/CLIENT

Name
Company Name Macoupin County
Company Address
Email Address

SUBJECT PROPERTY

Did not inspect subject property
Did inspect exterior of subject property from street
Date of Inspection

COMPARABLE SALES

Did not inspect exterior of comparable sales from street
Did inspect exterior of comparable sales from street
Date of Inspection

Attachment: appraisal (2224 : Appraisal of County Property Potentially for Sale)

Borrower: UKN	File No.: C2101008
Property Address: 21670 Macoupin Business Pk	Case No.:
City: Carlinville	State: IL Zip: 62626
Lender: Macoupin County	



COMPARABLE SALE #1

Carlinville IL 62626
 Sale Date: 06/26/2017
 Sale Price: \$ 99,205



COMPARABLE SALE #2

1365 E 1st South
 Carlinville IL 62626
 Sale Date: 03-01-2012
 Sale Price: \$ 55,000



COMPARABLE SALE #3

Carlinville IL 62626
 Sale Date: 08/01/2009
 Sale Price: \$ 56,719

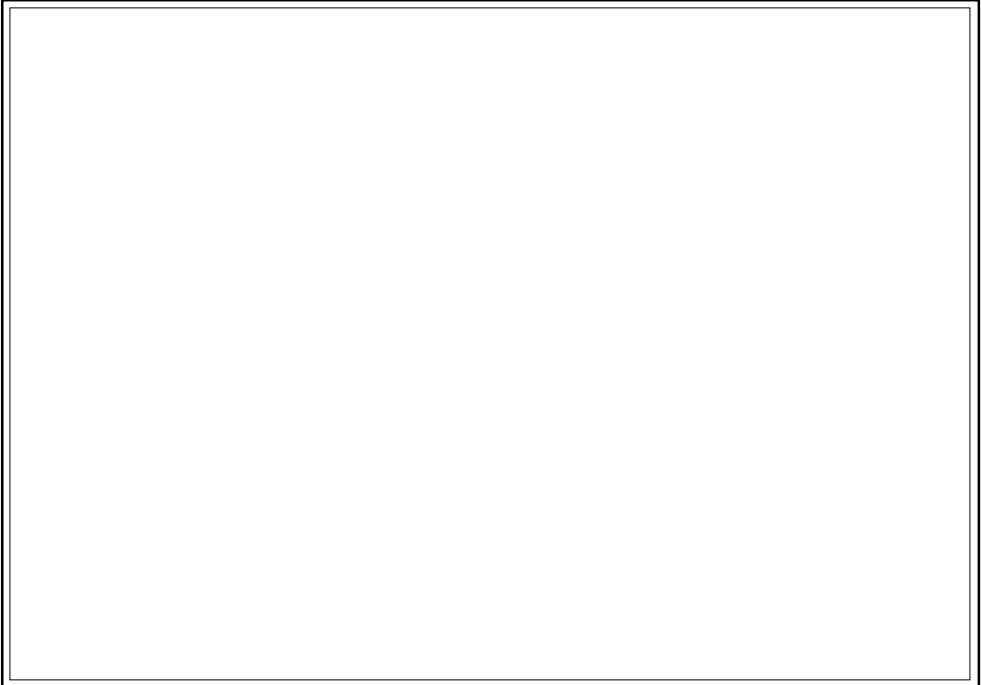
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Borrower: UKN	File No.: C2101008
Property Address: 21670 Macoupin Business Pk	Case No.:
City: Carlinville	State: IL Zip: 62626
Lender: Macoupin County	



COMPARABLE SALE #4

14586 Macoupin Business Pk
 Carlinville IL 62626
 Sale Date: 06/01/2011
 Sale Price: \$ 89,100



COMPARABLE SALE #5

Sale Date:
 Sale Price: \$



COMPARABLE SALE #6

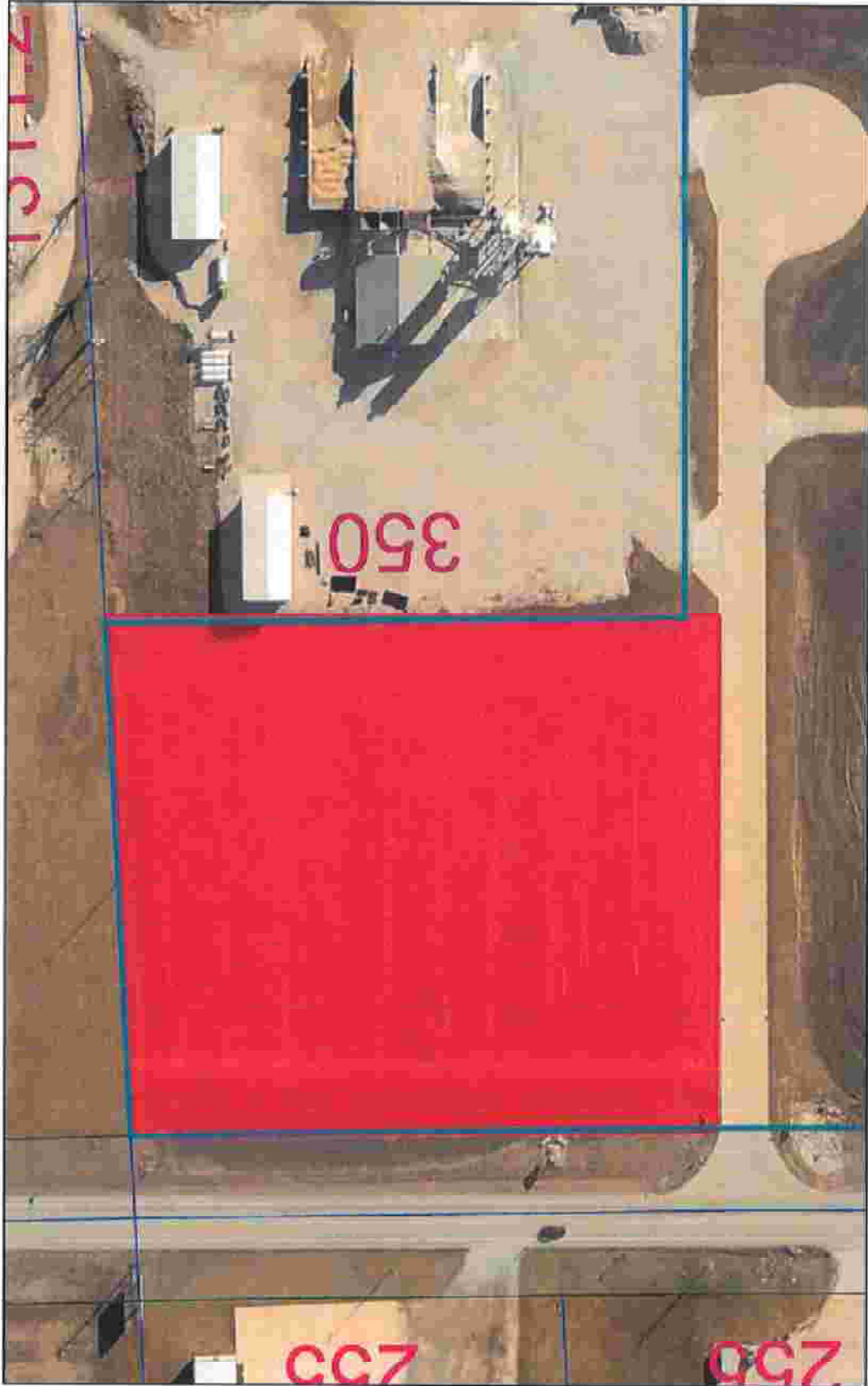
Sale Date:
 Sale Price: \$

Attachment: appraisal (2224 : Appraisal of County Property Potentially for Sale)

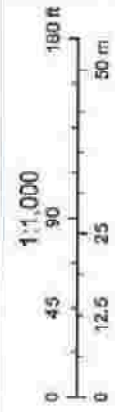
PLAT MAP

Borrower: UKN	File No.: C2101008
Property Address: 21670 Macoupin Business Pk	Case No.:
City: Carlinville	State: IL
Lender: Macoupin County	Zip: 62626

Macoupin County, IL



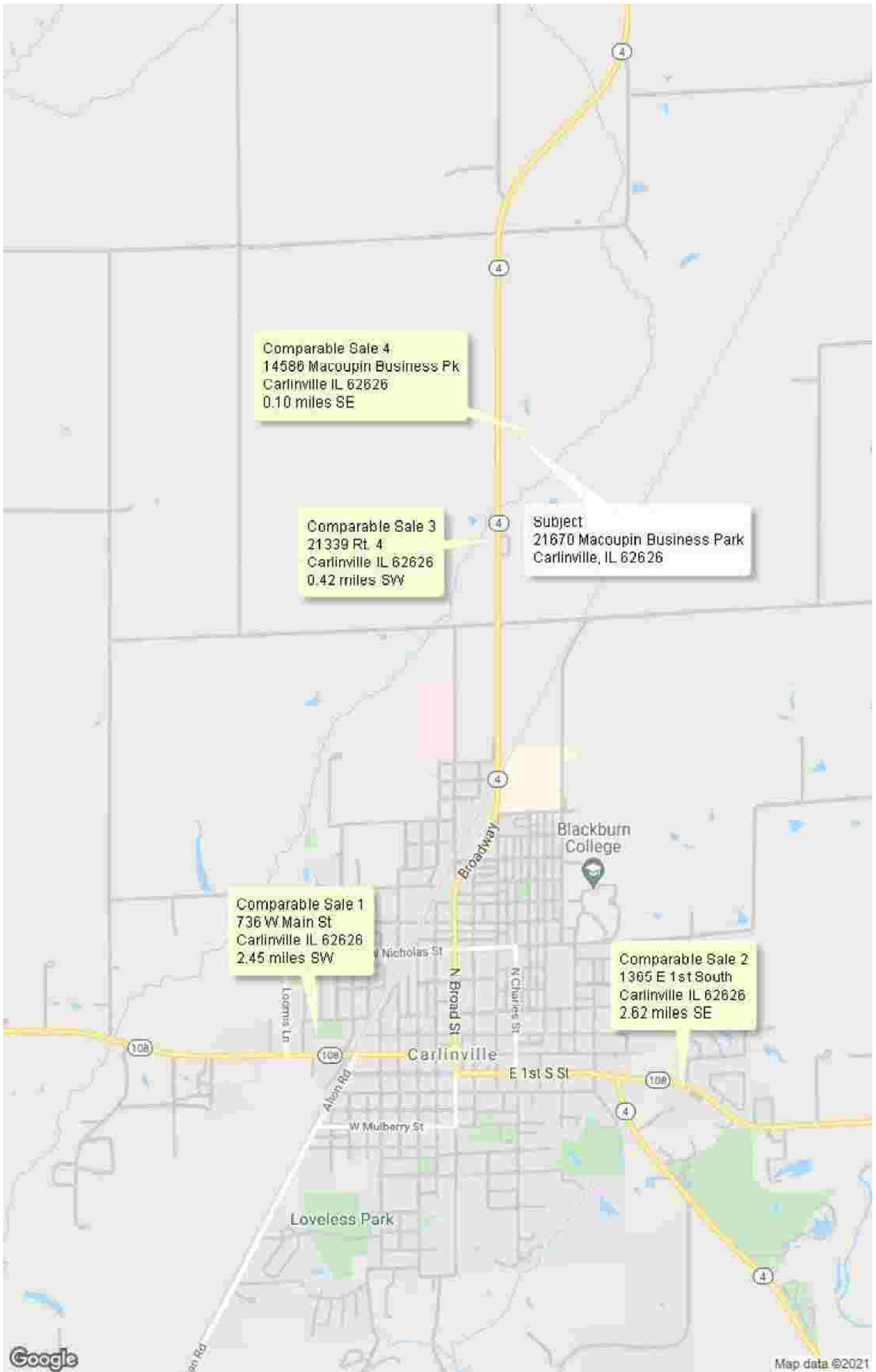
January 13, 2021



Attachment: appraisal (2224 : Appraisal of County Property Potentially for Sale)

LOCATION MAP

Borrower: UKN	File No.: C2101008
Property Address: 21670 Macoupin Business Pk	Case No.:
City: Carlinville	State: IL Zip: 62626
Lender: Macoupin County	



Attachment: appraisal (2224 : Appraisal of County Property Potentially for Sale)

***** INVOICE *****

File Number: C2101008

Macoupin County Board

Borrower : UKN

Invoice # : R2101008

Order Date : 12/10/2020

Reference/Case # :

PO Number :

21670 Macoupin Business Pk
Carlinville, IL 62626

Commercial Lot Appraisal	\$	800.00
	\$	-----
Invoice Total	\$	800.00
State Sales Tax @	\$	0.00
Deposit	(\$)
Deposit	(\$)

Amount Due	\$	800.00

Terms: Net 30

Please Make Check Payable To:

Aumann Appraisal Service
20114 IL Rt. 16
Nokomis IL 62075

Fed. I.D. #: 37-1121049

Attachment: appraisal (2224 : Appraisal of County Property Potentially for Sale)

WIND ENERGY CONVERSION SYSTEMS SITING ORDINANCE

- I. INTRODUCTION
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I. INTRODUCTION

A. Title

This Ordinance shall be known, cited and referred to as the _____ County Wind Energy Siting Ordinance.

B. Authority and Adoption

C. Findings and Purpose

Findings and Purpose. This Ordinance has been adopted for the following purposes after the Board made the following determinations and findings:

1. To assure that any development and production of wind-generated electricity in _____ County is safe and effective;
2. To facilitate economic opportunities for local residents;
3. To promote the supply of wind energy in support of Illinois' statutory goal of increasing energy production from renewable energy sources;
4. To adopt regulations to govern the construction, installation, operation and removal of wind energy systems to enhance the protection of the health, safety and welfare of the County's residents, property owners, business owners and the public within the County's planning and zoning jurisdiction; and
5. To adopt the general zoning regulations and add certain new regulations, such as plan review fee reimbursement regulations, to ensure that the financial costs incurred by the County in the review of new development wind energy proposals are paid by developers of such projects.

The Board of _____ County, Illinois find that it is in the best interests of the County

residents, the property owners and the businesses of the County, as well as the general public, to enact the Code Amendments as set forth below; and

II. DEFINITIONS

- A. "Applicant" means the entity who submits to the County, pursuant to Article V (Siting Approval Permit Application) of this Ordinance, an application for the siting and operation of any WECS or Substation. All references to Applicant in this Ordinance shall include Applicant's successors-in-interest and assigns, which includes a WECS Permittee (as defined below).
- B. "County Board" means the _____ County Board of _____ County.
- C. "Feeder Line" means any power line that carries electrical power from one or more wind turbines or individual transformers associated with individual wind turbines to the point of interconnection with the electric power grid.
- D. "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.
- E. "Meteorological Tower" means those towers which are erected primarily to measure wind speed and direction plus other data relevant to siting and operation of a WECS Project. For purposes of this ordinance, Meteorological Towers do not include towers and equipment used by airports, the Illinois Department of Transportation, or other similar applications or government agencies, to monitor weather conditions.
- F. "Notice to Proceed" means a written document, named as such, stating that the Applicant expresses an intent to commence construction activities on a WECS Project and identifying the date on which the construction activities are scheduled to commence.
- G. "Operator" means the person or entity responsible for the day-to-day operation and maintenance of a wind energy conversion system, including any third-party subcontractors. The Operator must be a qualified wind power professional. All references to Operator in the Ordinance shall include Operator's successors-in-interest and assigns.
- H. "Owner" means the person or entity or entities with an equity interest in a wind energy conversion system, 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 wind energy conversion system (unless the property owner has an equity interest in a wind energy conversion system); or (ii) any person holding a security interest in a wind energy conversion system 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 wind energy conversion system at the earliest practicable date.
- I. "Primary Structure" means, for each property, the structure that one or more persons occupy the majority of time on that property for either business or personal reasons. Primary Structure includes structures such as residences, commercial buildings,

hospitals, and day care facilities. Primary Structure excludes ancillary structures such as hunting sheds, storage sheds, pool houses, unattached garages and barns.

- J. "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 terms of this Ordinance, a Professional Engineer may serve as the structural engineer if he or she has the appropriate structural engineering certification.
- K. "Property Line" means the boundary line of the area over which the entity applying for a WECS permit has legal control for the purposes of installation of a WECS. This control may be attained through fee title ownership, lease, easement, or other appropriate contractual relationship between the Applicant and landowner.
- L. "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.
- P. "Siting Approval 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.
- Q. "Substation" means the apparatus that collects and connects the electrical collection system of the WECS(s) and increases the voltage for connection with the utility's transmission lines.
- R. "Transmission Line" means those electrical power lines that carry voltages of at least 69,000 volts (69 KV) and are primarily used to carry electrical energy over medium to long distances rather than directly interconnecting and supplying electric energy to retail customers.
- S. "Wind Energy Conversion System" ("WECS") means all necessary devices that together convert wind energy into electricity, including the rotor, nacelle, generator, WECS Tower, electrical components, WECS foundation, transformer, and electrical cabling from the WECS Tower to the Substation(s).
- T. "WECS Permittee" means an Applicant who applies for and receives a Siting Approval Permit under this Ordinance for the siting and operation of any WECS or Substation. All references to a WECS Permittee in this Ordinance shall include a WECS Permittee's successors-in-interest and assigns.
- U. "WECS Project" means the collection of WECSs and Substations operations and maintenance buildings, and permanent Meteorological Towers, as specified in the Siting Approval Permit application pursuant to Article V (Siting Approval Permit Application) of this Ordinance.
- V. "WECS Tower" means the support structure to which the nacelle and rotor are attached.

- W. "WECS Tower Height" means the distance from the rotor blade at its highest point to the top surface of the WECS foundation.
- X. "WECS Building Permit" means a permit necessary for the commencement of work performed toward the construction, erection or installation of an approved WECS, Substation or operations and maintenance building in connection with a WECS Project. A WECS Building Permit may be issued by the _____ after a WECS Project has obtained a Siting Approval Permit from the County Board and the _____ determines that all conditions, if any, have been satisfied that are imposed by the Siting Approval Permit. The WECS Building Permit shall require the Applicant (WECS Permittee) to deliver a written "Notice to Proceed" for the WECS Project to the _____ prior to commencement of construction of the WECS Project. 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 WECS Project.
- Y. "Wind Turbine" means any piece of electrical generating equipment that converts the kinetic energy of moving wind into electrical energy through the use of airfoils or similar devices to capture the wind.

III. APPLICABILITY

- A. This Ordinance governs the siting of WECS and Substations that generate electricity to be sold to wholesale or retail markets.
- B. Owners of WECS with an aggregate generating capacity of 0.5MW or less who locate the WECS(s) on their own property are not subject to this Ordinance.

IV. PROHIBITION

- A. No WECS Project, WECS or Substation governed by Section III(A) (Applicability) of this Ordinance shall be constructed, erected, installed, or located within the County, unless prior siting approval has been obtained for each individual WECS Project, WECS and Substation or for a group of WECS Projects and Substations under a joint siting application pursuant to this Ordinance.

V. SITING APPROVAL PERMIT APPLICATION

- A. To obtain siting approval, the Applicant must first submit a Siting Approval Permit application to the County.
- B. The Siting Approval Permit application shall contain or be accompanied by the following information:
1. A WECS Project Summary, including, to the extent available: (a) a general description of the project, including (i) its approximate overall name plate generating capacity, (ii) the potential equipment manufacturer(s), (iii) type(s) of WECS(s), (iv) the number of WECS, and name plate generating capacity of each WECS, (v) the maximum height of the WECS Tower(s) and maximum diameter of the WECS(s) rotor(s), (vi) the number of Substations, (vii) a project site plan, project phasing plan and project construction timeline plan, and (viii) the general location of the project; and (b) a description of the

- Applicant, Owner and Operator, including their respective business structures;
2. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s), if known, and documentation demonstrating land ownership or legal control of the property;
 3. A site plan for the WECS Project showing the planned location of each WECS Tower, including legal descriptions for each site, guy lines and anchor bases (if any), Primary Structure(s), parcel boundary lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, Substation(s), operations and maintenance buildings, and permanent Meteorological Towers, electrical cabling from the WECS Tower 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 WECS, the location of all known communications towers within two (2) miles of the proposed WECS, and the layout of all structures within the geographical boundaries of any applicable setback;
 4. A permit application filed with the Federal Aviation Administration;
 5. A proposed Decommissioning Plan for the WECS Project;
 6. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance;
 7. An Agricultural Impact Mitigation Agreement (AIMA) executed between the Applicant and the Illinois Department of Agriculture;
 8. The topographic map shall include the WECS Project site and the surrounding area;
 9. Any other information normally required by the County as part of its permitting requirements for siting buildings or other structures;
 10. Waivers from the setback requirements of Article VI (Design and Installation), Subsection H (Setback) below executed by the participating land owners and/or the non-participating property owners bearing a file stamp from the County Recorder of Deeds Office confirming that the waiver was recorded against title to the affected real property.
 11. Waivers from the shadow flicker mitigation requirements of Article VII (Operation), Subsection D (Shadow Flicker) below executed by the participating land owners bearing a file stamp from the County Recorder of Deeds Office confirming that the waiver was recorded against title to the affected real property.
 12. Any other information requested by the County or the County consultants that is necessary to evaluate the siting application and operation of the WECS Project and to demonstrate that the WECS Project meets each of the regulations in this Ordinance, including the Siting Approval Permit standards

set forth below.

- C. The Applicant shall notify the County by delivering notice to the _____ County _____ of any changes to the information provided in Section V(B) above that occur while the Siting Approval Permit application is pending; and
- D. The Applicant shall submit twelve (12) copies of the Siting Approval Permit application to the _____ County _____.

VI. DESIGN AND INSTALLATION

A Design Safety Certification

1. WECSs shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), Det Norske Veritas ("DNV"), Germanischer Lloyd Wind Energie ("CGL"), or an equivalent third party. All turbines shall be new equipment commercially available; no used or experimental equipment shall be used in the WECS Project without the approval of a variance by the County Board.
2. Following the granting of siting approval under this Ordinance, a structural engineer shall certify, as part of the WECS Building Permit application process, that the foundation and tower design of the WECS is within accepted professional standards, given local soil, subsurface and climate conditions.

B. Controls and Brakes

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

C. Electrical Components

All electrical components of the WECS shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g. **ANSI** and International Electrical Commission).

D. Aesthetics and Lighting

The following items are recommended standards to mitigate visual impact:

1. Coatings and Coloring: Towers and blades shall be painted white or gray or another non-reflective, unobtrusive color.
2. Turbine Consistency: To the extent feasible, the WECS Project shall consist of turbines of similar design and size, including tower height. Further, all turbines shall rotate in the same direction. Turbines shall also be consistent

in color and direction with nearby facilities.

3. Lighting: WECS Projects shall utilize minimal lighting that is compliant with the applicable FAA regulations, as amended by the FAA. To the extent that such tower lighting is available, and is approved by the FAA for a WECS Project, the Applicant shall install Aircraft Detection Lighting Systems ("ADLS") or other similar technology to reduce light pollution and visual impacts caused by the WECS Towers.
4. Intra-project Power and Communication Lines: All power lines used to collect power from individual turbines and all communication lines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement required by Section VI Paragraph N until same reach the property line or a substation adjacent to the property line.

E. Compliance with the Federal Aviation Administration (FAA)

The Applicant for the WECS shall comply with all applicable FAA requirements and shall provide documentation evidencing compliance to the_____.

F. Warnings

1. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and Substations.
2. Visible, reflective, colored objects, such as flags, plastic sleeves, reflectors, or tape shall be placed on the anchor points of guy wires and along the guy wires up to a height of fifteen (15) feet from the ground.

G. Climb Prevention

1. All WECS Towers must be unclimbable by design or protected by anti-climbing devices such as:
 - a. Fences with locking portals at least six (6) feet high; or
 - b. Anti-climbing devices twelve (12) feet vertically from the base of the WECS Tower.

H. Setback Requirements

1. WECS Towers shall be set back at least one thousand five hundred (1,500) feet or three (3) times the total WECS Tower Height, whichever is greater, from any Primary Structure. The distance for the above setback shall be measured from the point of the Primary Structure foundation closest to the WECS Tower to the center of the WECS Tower foundation. The owner of the Primary Structure may waive this setback requirement; but in no case shall a WECS Tower be located closer to a Primary Structure than one and one-tenth (1.10) times the WECS Tower. Each waiver of the above setback requirements shall be set forth in a written waiver executed by the participating land owner and/or the non-participating property owner and filed with the County Recorder of Deeds Office against title to the affected real property.

2. All WECS Towers shall be set back a distance of at least one and one-tenth (1.10) times the WECS Tower Height from public roads, third party utility distribution and transmission lines, and communication towers in existence as of the approval date of the WECS Tower application unless waived in writing by the affected property owners and utility. Distance shall be measured from the center of the WECS Tower foundation to the closest point on such above-ground public electric power line, third party transmission line, telephone line and center of the base of the communication tower.
3. All WECS Towers shall be set back a distance of at least one and one-tenth (1.10) times the WECS Tower Height from adjacent parcel boundary lines. The affected adjacent property owner may waive this setback requirement. Each waiver of the above setback requirement shall be set forth in a written waiver executed by the participating land owner and/or the non-participating property owner and filed with the County Recorder of Deeds Office against title to the affected real property.
4. 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 as part of the chain of title in the deed of the subject property.

I. Compliance with Additional Regulations

Nothing in this Ordinance is intended to preempt other applicable state and federal laws and regulations.

J. Use of Public Roads

1. An Applicant proposing to use any County, municipality, township or village road(s), for the purpose of transporting WECS or Substation parts and/or equipment for construction, operation, or maintenance of the WECS(s) or Substation(s), shall:
 - a. Identify all such public roads; and
 - b. Obtain applicable weight and size permits from relevant government agencies prior to construction.
2. To the extent an Applicant must obtain a weight or size permit from the County, municipality, township or village, the Applicant shall:
 - a. Conduct a pre-construction baseline survey to determine existing road conditions for assessing potential future damage; and
 - b. Any proposed public roads that will be used for construction purposes shall be identified and approved by the respective Road District Commissioner and the County Engineer prior to the granting of the Siting Approval Permit. Traffic for construction purposes shall be limited to these roads. All overweight and/or oversized loads to be transported on public roads may require a permit from the respective

highway authority. Any road damage caused by the transport of the facility's equipment, the installation, maintenance, or removal, must be completely repaired to the satisfaction of the Road District Commissioner and the County Engineer. The Road District Commissioner and County Engineer may choose to require either remediation of road repair upon completion of the WECS Project or are authorized to collect fees for overweight and/or oversized load permits. Further, financial assurance in an amount to be fixed by the Road District Commissioner to ensure the Road District or the County that future repairs are completed to their satisfaction shall be provided. Applicant shall submit a draft form of said financial assurance with application for Siting Approval Permit.

- c. Enter into a road use agreement with the County and each affected Road District that includes the following provisions, at a minimum:
 - i. Project layout map;
 - ii. Transportation impact analysis;
 - iii. Pre-construction plans'
 - iv. Project traffic map;
 - v. Project scope of repairs;
 - vi. Post-construction repairs;
 - vii. Insurance;
 - viii. Financial Security in forms and amounts acceptable to the County;
 - ix. Construction phase;
 - x. Operations phase; and
 - xi. Decommissioning phase.
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 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 WECS Building Permit applications related to the construction of the proposed WECS Project.

K. Site Assessment

To ensure that the subsurface conditions of the site will provide proper support for the WECS Towers and soil restoration, the Applicant, at its expense, shall provide soil and geotechnical boring reports to the County Engineer with respect to each WECS Tower location, as part of its WECS 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 WECS Building Permit for the construction of said substations.

L. Communications Analysis; Interference

- 1. The Applicant, at its expense, shall have a third party, qualified professional (after submission of resume and relevant work experience) conduct an

appropriate analysis of the television reception documenting the television stations that are received within one and one-half (1 ½) miles of the footprint of the WECS Project. The results of said study shall be public record and will serve as a baseline reading for television reception conditions prior to the construction of the WECS Project and shall be submitted as part of the Siting Approval Permit application.

2. The Applicant, at its expense, shall have a third party, qualified professional (after submission of resume and relevant work experience), conduct a communications analysis that indicates that the E9-1-1 communications, emergency communications or official County and local municipal communications reception shall not be negatively impacted or influenced by the proposed wind power facility. Said communication analysis shall be a public record and shall be submitted as part of the Siting Approval Permit application.
3. The Applicant and the Operator, at the Applicant's expense, shall take immediate actions to minimize or mitigate interference with electromagnetic communications, such as radio, telephone, microwaves or television signals and to eliminate any such interference that impacts local government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, caused by the operation of the WECS. The Applicant shall provide the applicable microwave transmission providers and local emergency service provider(s) (911 operators) copies of the WECS Project Summary and Site Plan, as set forth in Section V(B)(1) and V(B)(3) of this Ordinance. To the extent that the above provider(s) demonstrate a likelihood of interference with its communications resulting from the WECS(s), the Applicant and the Operator, at Applicant's expense, shall take reasonable measures to minimize and mitigate such anticipated interference and with regard to interference with local, government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications, the Applicant and the Operator, at Applicant's expense, shall take all necessary and available commercial measures to eliminate any such interference. If, after construction of the WECS, the Applicant (WECS Permittee) or Operator receives a written complaint related to the above-mentioned interference, the Applicant (WECS Permittee) shall take commercially reasonable steps to respond to the complaint, except in the case of a complaint of interference with local, government public safety (police, fire, emergency medical services, emergency management services, 911 dispatch) communications. In the case of local, government public safety communications, the Applicant (WECS Permittee) and the Operator, at the Applicant's expense, shall immediately take all necessary and available commercial measures to eliminate any such interference.
4. If, after construction of the WECS, the Applicant (WECS Permittee) or Operator receives a written complaint related to interference with local broadcast residential television, the Applicant (WECS Permittee) shall take commercially reasonable steps to respond to the complaint. A summary of complaint and subsequent response from Applicant shall be forwarded to the _____ County Board for review. Once the construction is complete and a

television reception complaint is received by the _____, who will have thirty (30) calendar days to verify the complaint, the Applicant (WECS Permittee) will be given fifteen (15) calendar days to respond, in writing (validation date). Said response shall be addressed and forwarded to both the _____ and the complainant. Such response shall include but not be limited to the following: an acknowledgment that a complaint was made and evaluated by the Applicant (WECS Permittee). If considered valid by the Applicant (WECS Permittee): an explanation, including a timeline, as to what the Applicant (WECS Permittee) intends to do about the complaint. The Applicant (WECS Permittee) of the wind power facility will be given an additional fifteen (15) calendar days from the validation date to resolve said TV reception issue. If considered invalid by the Applicant (WECS Permittee), an explanation, including supporting documentation and expert opinions, as to why the Applicant (WECS Permittee) believes the complaint is not valid. Television reception complaints must be filed within six (6) months from the date each wind turbine generator goes online.

M. Noise Levels

Noise levels from each WECS or WECS Project shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The applicant shall submit manufacturer's wind turbine sound power level characteristics and other relevant data regarding wind turbine noise characteristics necessary for a competent noise analysis. The Applicant, through the use of a qualified professional, as part of the Siting Approval Permit application process, shall appropriately demonstrate compliance with the applicable noise requirements.

N. 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 Illinois Department of Agriculture prior to any public hearing required before a siting decision on the WECS Project application. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must be remediated by the Applicant pursuant to the terms of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture.

O. Avian and Wildlife Impact Study

The Applicant, at its expense, shall have a third party, qualified professional (after submission of resume and relevant work experience) conduct an avian and wildlife impact study and submit said study to the _____ as part of the Siting Approval Permit application. Each WECS or WECS Project shall be located, designed, constructed, and operated so as to avoid and if necessary mitigate the impacts to wildlife.

~~P. Height~~

~~The total height of a WECS tower shall be six hundred (600) feet or less.~~

Q. As-Built Map and Plans

Within sixty (60) calendar days of completion of construction of the WECS Project, the Applicant (WECS Permittee) or Operator shall deliver "as-built" maps, site plan

and engineering plans for the WECS Project that have been signed and stamped by a Professional Engineer and a licensed surveyor.

R. Engineer's Certificate

The WECS Project engineer's certificate shall be completed by a structural engineer registered in the State of Illinois or by a Professional Engineer with a certification from a structural engineer registered in the State of Illinois and shall certify that the WECS tower and foundation design is compatible with and appropriate for each turbine design proposed to be installed and that the specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface and climate conditions. All commercially installed wind turbines must utilize self-supporting, tubular towers. The WECS Project engineer's certificate shall be a public record and shall be submitted as part of the Siting Approval Permit application.

S. Conformance with Approved Application and Plans

The Applicant (WECS Permittee) shall construct and operate the WECS Project in substantial conformance with the construction plans contained in a County- approved submitted Siting Approval Permit application(s) and all accompanying plan(s) and design documents. Nothing contained herein shall be deemed to preclude the agricultural, commercial, or industrial use of the balance of the subject property not occupied by the WECS Project. Said agricultural use will be considered as being the principal use of the subject property notwithstanding adoption of a special use ordinance and the construction and operation of one or more WECS on a given lot or parcel of land, at locations approved by the County pursuant to Siting Approval Permit approval on a Site Plan Map.

T. 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 Siting Approval Permit Application shall be prepared and signed by an Illinois Professional Engineer (or structural engineer) for the relevant discipline.
2. The County may retain a qualified, independent code inspector or professional engineer both to make appropriate inspections of the WECS Project during and after construction and to consult with the County to confirm that the construction, substantial repair, replacement, repowering and/or decommissioning of the WECS Project is performed in compliance with applicable electrical and building codes. The cost and fees so incurred by the County in retaining said inspector or engineer shall be promptly reimbursed by the Applicant (WECS Permittee) of the WECS Project.
3. The Applicant shall provide locked metal gates or a locked chain are installed at the access road entrances of all the wind turbine generator locations if requested by the landowner. An exception may be made when the landowner has filed a written statement with the _____ which states that the owner does not want a locked metal gate installed and has provided a signed liability waiver to the County.
4. The Siting Approval 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 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.

5. The Applicant shall supply written proof of an approved entrance, from the appropriate governing road and highway jurisdictions or the Illinois Department of Transportation, to the _____ prior to the issuance of any WECS Building Permit or prior to construction of the WECS Project.
6. No wind turbine generator shall be installed in any location where its proximity with existing fixed broadcast, retransmission, or reception antenna for radio, television, or wireless phone or other personal communication systems would produce electromagnetic interference with signal transmission or reception. The wind turbine generator shall not be installed in a location along the major axis of existing microwave communications link where its operation is likely to produce electromagnetic interference in the link's operation.
7. The Applicant of the WECS Project shall use two (2) methods to detect icing conditions on turbine blades: (1) sensors that detect when blades become imbalanced or create vibration due to ice accumulation; and (2) meteorological data from on-site meteorological towers, on-site anemometers, and other relevant weather sources that will be used to determine if ice accumulation is occurring. These control systems will either automatically shut down the turbine(s) in icing conditions or the Applicant will manually shut down the turbine(s) if icing conditions are identified.

VII. OPERATION

A. Maintenance

1. Annual Report. The Applicant (WECS Permittee) must submit, on an annual basis on the anniversary date of the siting approval application, an operation and maintenance report to the County. The report shall contain the following information: (i) a general description of any physical repairs, replacements or modification(s) to the WECS and/or its infrastructure; (ii) complaints pertaining to setbacks, noise, shadow flicker, appearance, safety, lighting and use of any public roads received by the Applicant concerning the WECS and the resolution of such complaints; (iii) calls for emergency services; (iv) status of liability insurance; and (v) a general summary of service calls to the WECS. Failure to provide the annual report shall be considered a material violation of this Ordinance and subject to Article XI (Remedies).
2. Re-Certification. Any physical modification to the WECS that alters the mechanical load, mechanical load path, or major electrical components shall require re-certification under Section VI(A)(1) 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 Section VI(A)(1) 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 wind power 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 tower site may evaluate and coordinate their emergency response plans with the Applicant of the WECS Project.

2. The Applicant, at its expense, shall provide annual training for, and the necessary equipment to, the Operator and local emergency response authorities and their personnel so that they can properly respond to a potential emergency at the WECS Project. Special equipment to be provided includes, but is not limited to, permanently installed rescue equipment such as winches, pulleys, harnesses, etc.
3. 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 WECS Project 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 WECS Project representative or his/her contact information shall be promptly communicated to the _____. The content of the emergency response plan, including the 24-hour contact information, shall be reviewed and updated on an annually basis.
4. 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 wastes related to the construction, operation and maintenance of the WECS shall be removed from the site promptly and disposed of in accordance with all federal, state and local laws.
2. All hazardous materials related to the construction, operation and maintenance of the WECS shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.
3. The WECS Project shall comply with existing septic and well regulations as required by the _____ County Health Department and the State of Illinois Department of Public Health.

D. Shadow Flicker

Prior to the issuance of a Siting Approval Permit, the Applicant must present to the County Board a Model Study on potential shadow flicker. The shadow flicker study shall identify the locations of both summer and winter shadow flicker that may be caused by the project with an expected duration of 30 hours or more per year. Shadow flicker that exceeds the above standards shall be mitigated by any means such as landscaping, awnings, or fencing. A participating land owner may waive this shadow flicker mitigation requirement. Each waiver of the above shadow flicker mitigation requirement shall be set forth in a written waiver executed by the participating land owner and filed with the County Recorder of Deeds Office against title to the affected real property.

E. Signage

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

F. Drainage Systems

The Applicant (WECS Permittee), 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 WECS Project. A drainage plan sufficient to provide remediation shall be submitted by the Applicant (WECS Permittee) for review and approval by the County. The drainage plan and repairs must be in accordance with the Agricultural Impact Mitigation Agreement required in Section VI Paragraph N.

G. Complaint Resolution

The Applicant (WECS Permittee) shall, at its expense and in coordination with the County, develop a system for logging and investigating complaints related to the WECS Project. The Applicant (WECS Permittee) shall resolve such complaints on a case-by-case basis and shall provide written confirmation to the _____. All costs and fees incurred by the County in attempting to or resolving complaints shall be reimbursed by the Applicant (WECS Permittee) of the WECS Project. The Applicant (WECS Permittee) shall also designate and maintain for the duration of the WECS Project either a local telephone number or a toll-free telephone number and an email address as its public information / inquiry / and complaint "hotline" which shall be answered by a customer service representative 24/7 basis. The Applicant (WECS Permittee) shall post the telephone number(s) and email address(es) for the customer service representative(s) in a prominent, easy to find location on their websites and at the WECS Project site on signage.

VIII. PUBLIC PARTICIPATION

Nothing in this Ordinance is meant to augment or diminish existing opportunities for public participation.

IX. LIABILITY INSURANCE AND INDEMNIFICATION

Commencing with the issuance of a WECS Building Permit, the Applicant shall maintain a current general comprehensive liability policy and automobile liability coverage covering bodily injury, death and illness, and property damage with limits of at least Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate; and, shall further maintain the above-stated lines of insurance from delivery of the "Notice to Proceed" by the Applicant under the turbine supply and/or balance of plant construction contract(s) for the WECS Project, in coverage amounts of at least Five Million Dollars (\$5,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate during the life of the WECS Project. The Applicant shall file the original certificate of insurance with the _____ upon commencement of project construction prior to the issuance of a WECS Building Permit, corresponding policies and endorsements to be provided within sixty (60) days of issuance, and at each subsequent renewal, at least annually thereafter.

The Applicant (WECS Permittee) 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 Siting Approval Permit or the construction, operation, maintenance and removal of the WECS and affiliated equipment 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 (WECS Permittee), the Owner or the Operator under this Ordinance or the Siting Approval 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.

X. DECOMMISSIONING AND SITE RECLAMATION PLAN REQUIRED

At the time of Siting Approval Permit application, the County and the Applicant must formulate a Decommissioning and Site Reclamation Plan to ensure that the WECS Project is properly decommissioned. The Decommissioning and Site Reclamation Plan shall be binding upon the Applicant (WECS Permittee), and its successors-in-interest and assigns, and shall apply to all participating parcels in the WECS Project, irrespective of the owner of title to such parcels. A signed Decommissioning and Site Reclamation Plan must be submitted to the _____ prior to the granting of the Siting Approval Permit. The Applicant shall ensure that the WECS facilities are properly decommissioned within twelve (12) months of the end of the WECS Project life or the facility abandonment; however, upon written request supported by evidence that the Applicant has diligently pursued activities toward decommissioning the WECS Project and that any delay in completion of decommissioning the WECS Project is due to conditions out of its control, the Applicant shall receive a day-for-day extension of the aforementioned twelve (12)-month deadline for any such documented delay. Subject to compliance with removal requirements of Subsection X.C(1) below, the Applicant shall include removal of all physical material of the project improvements to a depth of sixty (60) inches beneath the soil surface and the restoration of the area in accordance with the Agricultural Impact Mitigation Agreement required by Section VI Paragraph N.

- A A Decommissioning and Site Reclamation Plan shall be prepared by an independent Illinois Certified Professional Engineer and shall include:
1. A description of the methodology and cost to remove all above ground and below ground WECS facilities of the approved Siting Approval Permit;
 2. Provisions for the removal of all above ground and below ground WECS facilities of the approved Siting Approval Permit;
 3. Methodology and cost to restore all areas used for construction, operation and access to a condition equivalent to the land prior to the WECS construction;
 4. A work schedule and a permit list necessary to accomplish the required work;
 5. Methodology to identify and manage any hazardous or special materials.
 6. Submission of a draft form of Financial Security to the County in the form of a surety bond (performance and payment bond), irrevocable letter of credit or a cash escrow account that names _____ County as the beneficiary, or other type of Financial Security that is approved by the County. If an irrevocable letter of credit or surety bond (performance and payment bond) is selected, the original of the irrevocable letter of credit or surety bond shall be held by the

County. If a cash escrow is selected, the cash escrow shall be held and managed by an independent third party (e.g., escrow agent or title company) on behalf of the County, subject to escrow instructions that incorporate the applicable decommissioning and repair / replacement / restoration obligations of this Agreement as executed by the County and the Applicant. The amount of Financial Security shall be equal to the total cost of all decommissioning and restoration work. To determine that amount, the Applicant and the _____ County Board shall: (a) obtain bid specifications provided by a professional structural engineer; (b) request estimates from construction / demolition companies capable of completing the decommissioning of the WECS Project; and (c) certification of the selected estimate by a professional structural engineer. The _____ County engineer, an independent engineer of the County's choosing, and the _____ will review all estimates and make a recommendation to the _____ County Board for an acceptable estimate. _____ County reserves the right to pursue other estimates. All costs to secure the estimates will be funded by the Applicant.

7. A provision that the terms of the Decommissioning and Site Reclamation Plan shall be binding upon the Applicant (which, for the avoidance of doubt, including any of its successors-in-interest and assigns);
 8. Confirmation by affidavit that the obligation to decommission the WECS facilities is included in the lease agreement for every parcel included in the Siting Approval Permit application. A list of all landowners should be kept current and affidavits shall be secured from Applicant and landowners stating their financial understanding;
 9. A provision that allows for the County to have the legal right to transfer applicable WECS material to salvage firms;
 10. Identification of and procedures for _____ County to access the Financial Assurances; and
 11. A provision that _____ County shall have access to the site, pursuant to reasonable notice to affect or complete decommissioning. A portion of the Decommission Security will be required to be held for one (1) year past the decommissioning to settle any potential disputes.
- B. Provisions triggering the decommissioning of any portion of the WECS Project due to abandonment:
1. Inactive construction for twelve (12) consecutive months.
 2. If no electricity is generated by the WECS Project for twelve (12) consecutive months after electricity is initially generated, unless the inactivity is due to required or ongoing, active maintenance, repairs, replacement or rehabilitation work and written proof is provided that new parts have been ordered and will be received within six (6) months.
 3. The Applicant dissolves or abandons the WECS Project without first transferring the WECS Project to a successor-in-interest or assign.

4. If any part of an individual turbine or the WECS Project falls into disrepair, is in threat of collapsing or any other health and safety issue.
- C. Provisions for the removal of structures, debris and cabling; both above and below the soil surface:
1. Items required to be removed include but are not limited to: turbines, transformers, foundation pads, electrical collection systems and transporters, underground cables, fencing, access roads and culverts. A landowner must sign an agreement if they wish for the access roads or culverts to remain.
- D. Provisions for the restoration of soil and vegetation:
1. All affected areas shall be inspected, thoroughly cleaned and all construction related debris shall be removed.
 2. All affected areas must be remediated pursuant to the terms of the Agricultural Impact Mitigation Agreement with the Illinois Department of Agriculture required by Section VI Paragraph N.
 3. Items required to be restored include but are not limited to: windbreaks, waterways, site grading, drainage tile systems and topsoil to former productive levels.
 - a. In work areas involving decommission from expansion of turbine crane pads, widening access roads or any other work areas, the topsoil must be first removed, identified and stored separate from other excavated material for later replacement as applicable.
 - b. The 60-inch below-surface excavation area shall be filled with clean sub-grade material of similar quality to that in the immediate surrounding area.
 - c. All sub-grade material will be compacted to a density similar to surrounding grade material.
 - d. All unexcavated areas compacted by equipment used in decommissioning shall be de-compacted in a manner that adequately restores the topsoil and sub-grade material to the proper density consistent and compatible with the surrounding area.
 - e. Where possible, the topsoil shall be replaced to its original depth and surface contours.
 - f. Any topsoil deficiency and trench settling shall be mitigated with imported topsoil that is consistent with the quality of the effected site.
 4. Disturbed areas shall be reseeded to promote re-vegetation of the area to a condition reasonably similar to the original condition.
 5. Restoration measurements shall include: leveling, terracing, mulching and other necessary steps to prevent soil erosion; to ensure establishment of suitable grasses and forbs; and to control noxious weeds and pests.
 6. Items required to be repaired after decommissioning include but are not limited

to: roads, bridges and culverts.

7. An independent drainage engineer shall be present to ensure drainage tiles, waterways, culverts, etc. are repaired as work progresses.
 8. A soil erosion control plan shall be approved by the _____ County Soil and Water Conservation District.
 9. All applicable stormwater management, floodplain and other surface water rules, regulations and ordinances shall be followed.
- E. Estimating the costs of decommissioning:
1. Costs shall include but not be limited to engineering fees, legal fees, accounting fees, insurance costs, decommissioning and site restoration.
 2. Adjustments to the financial assurance amount that reflect changes in the decommissioning costs shall be submitted every five (5) years after the initial ten (10) years of operation, subject to the provisions of Subsection VI.J.4 (Design and Installation; use of Public Roads; Financial Security) above and shall be adjusted for inflation and other factors. The amount of the Decommission Security shall be adjusted accordingly within six (6) months of receiving the updated information as determined by an Illinois professional engineer. Failure to provide financial assurance as outlined herein shall be considered a cessation of operation.
- F. Financial assurance:
1. The Applicant shall post the Financial Security for the WEC Project, including the Decommission Security, to be eligible to receive a WECS Building Permit.
 2. The County shall have immediate access, upon written notice to the Applicant, to use the Decommission Security if:
 - a. After abandonment of the Project, the Applicant, upon a reasonable determination by the County Board, fails to address a health and safety issue in a timely manner; or
 - b. The Applicant fails to decommission the abandoned turbine(s) or the entire WECS Project in accordance with the Decommissioning and Site Reclamation Plan.
 2. If possible for the type of Decommission Security provided, the Applicant shall grant perfected security in the Decommission Security by use of a control agreement establishing the County as an owner of record pursuant to the Secured Transit Article of the Uniform Commercial Code, 810 ILCS 9/ *et seq.*
 3. The County Board or its escrow agent shall release the Decommission Security when the Applicant has demonstrated and _____ County concurs that decommissioning has been satisfactorily completed, or upon written approval of the County to implement the decommissioning plan. Ten percent (10%) of the Decommission Security shall be retained one (1) year past the date to settle any outstanding concerns.

4. Any interest accrued on the Decommission Security that is over and above the total value as determined by the Illinois professional structural engineer shall go to the Applicant.
5. The Applicant shall identify procedures for _____ County to assess the financial assurances, particularly if it is determined that there is a health and/or safety issue with the WECS and the principal company fails to adequately respond as reasonably determined by the County Board.
6. The County shall be listed as a debtor in connection with any proceeding in insolvency or bankruptcy, but shall not be responsible for any claims against the Applicant.
7. The Applicant shall agree that the obligations and liabilities under a Siting Approval Permit shall be binding upon the Applicant (which, for the avoidance of doubt, includes its successors-in-interest and assignees, such as the WECS Permittee) and the Operator. The Applicant further shall agree that the sale, assignment in fact or at law, or other transfer of the Applicant's financial interest in the WECS shall in no way effect or change the Applicant's obligation to continue to comply with the terms, covenants and obligations of a Siting Approval Permit unless such successor-in-interest or assignee agrees to assume all obligations of the Siting Approval Permit, including but not limited to the decommissioning obligations associated with the WECS.
8. _____ County and its authorized representatives have the right of entry onto the WECS premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.

XI. REMEDIES

- A. The Applicant's failure to materially comply with any of the provisions under the Siting Approval Permit granted herein shall be a default and shall be grounds for revocation of the Siting Approval 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 (WECS Permittee) or the Operator to cure the default(s) within a thirty (30) calendar day period from the date of the notice. Should the Applicant (WECS Permittee) commence the cure within that 30-day cure period, and diligently pursues a cure, then the Applicant (WECS Permittee) 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 (WECS Permittee) 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.

XII. FEE SCHEDULE AND PERMITTING PROCESS

- A. Fees

1. Upon submittal of the application for a WECS Siting Approval Permit, the Applicant shall submit a check to _____ County in the amount of _____ Dollars (\$XXXXXXX) ("Plan Review Deposit"). These funds shall be placed in a guaranteed money market account and will be used to compensate and reimburse the County for actual, documented costs incurred during the review process for the WECS application. Should the actual, documented costs to the County exceed _____ Dollars (\$XXXXXXX), the Applicant shall be responsible for those additional costs and shall remit additional funds to the County within fifteen (15) calendar days of receipt of a request from the County. Any amount remaining in the money market account after the County completes the application process and pays all bills and invoices shall be refunded to the Applicant.
 2. The application for a Siting Approval Permit must be accompanied by a consideration fee in the amount of _____ Dollars (\$XXXX), required for each wind tower with turbine.
 3. Upon approval of a Siting Approval Permit by the County Board, a fee of _____ Dollars (\$XXXX) per vertical foot, (being the measurement from the base of the wind turbine to the hub), per turbine, shall be paid in connection with the submittal of the WECS Building Permit application(s) for a WECS Project(s) by the Applicant of the WECS Project(s) to the _____.
- B. Review and Consideration of Siting Approval Permit Application
1. Review by the County Board:
 - a. The _____ shall review the application for completeness with the requirements of this Ordinance in a preliminary investigation and issue a written report to the County Board.
 - b. Upon completion of this preliminary investigation and report, the _____ shall schedule a date for a public hearing before the County Board.
 - c. Notice Requirements: The County shall comply with the public hearing notice requirements contained in Section 5-12020 (Wind Farms) of the Illinois Counties Code (55 ILCS 5/5-12020). In the event that Section 5-12020 does not provide specific notice requirements, then the County will provide at least thirty (30) calendar days' notice before the hearing. The notice will 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 will be published in a newspaper of general circulation in the County. The notice will also contain: (i) the particular 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; (ii) 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; (iii) 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; (iv) 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; (v) 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; and (vi) a descriptive statement of the proposed WECS 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: (i) any municipality whose boundaries are within 1-1/2 miles of any part of the property proposed as a WECS Project; and (ii) 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 WECS Project.

The petitioner or applicant must pay the cost of the publication of the notice required by this Section.

- d. If the County Board approves the application, it shall approve by ordinance a Siting Approval Permit with or without conditions and restrictions and affix the Board's seal upon the ordinance approving the Siting Approval Permit together with the signature of the County Board's Chairman and the _____ County Clerk. If it disapproves, the County Board shall set forth its reasons in its records and provide the applicant with a copy.

C. Siting Approval Permits for WECS Projects

1. Siting Approval Permit and Standards. Pursuant to 55 ILCS 5/5-12020, this Ordinance establishes permit standards for the siting approval of a WECS Project, each WECS Tower(s) and its Substation(s) and related facilities, which require approval of the County Board, after at least one (1) public hearing, before a WECS Project, WECS Tower, Substation and related facilities can be constructed, installed and operated within ____ County.
2. Authority and Public Hearing. The County Board shall render final decisions on all WECS Siting Approval Permit applications. If a WECS siting application is approved, the County Board will pass an ordinance that confirms the approval and may stipulate in the ordinance any conditions and restrictions imposed on the WECS Project. Prior to the County Board issuing its final decision on a WECS Siting Approval Permit application, the County Board shall hold a public hearing on the application in accordance with the applicable provisions of the Illinois Counties Code, including but not limited to Section 5-12020 (Wind Farms) (55 ILCS 5/5-12020) and the provisions of this Ordinance, including Article XII (Fee Schedule And Permitting Process) below.
3. Siting Approval Permit Standards. The County Board may approve a WECS

Project Siting Approval Permit application, if it finds:

- a. The establishment, maintenance or operation of the WECS Project will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
 - b. The WECS Project 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;
 - c. The establishment of the WECS Project will not impede the normal and orderly development and improvement of the surrounding properties;
 - d. Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;
 - e. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - f. The proposed WECS Project is not contrary to the objectives of the current comprehensive plan of the County (if any); and
 - g. The WECS Project 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.
4. Siting Approval Permit Conditions and Restrictions. The County Board may stipulate conditions, guarantees and restrictions, upon the establishment, location, construction, maintenance, and operation of the WECS Project as are deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements of this Ordinance.
5. Revocation.
- a. In any case where a Siting Approval Permit has been approved for a WECS Project, the Applicant shall apply for a WECS 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 Siting Approval Permit. If the Applicant fails to apply for a WECS 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 Siting Approval Permit authorizing the construction and operation of the WECS Project 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 Siting Approval Permit.
 - b. The Siting Approval Permit shall be subject to revocation if the Applicant (WECS Permittee) dissolves or ceases to do business, abandons the WECS Project or the WECS ceases to operate for more than twelve (12) consecutive months for any reason.
 - c. Subject to the provisions of Article XI (Remedies), a Siting Approval

Permit may be revoked by the County Board if the WECS Project is not constructed, installed and/or operated in substantial conformance with the County-approved Project plans, the regulations of this Ordinance and the stipulated Siting Approval Permit conditions and restrictions.

6. Transferability; Owner or WECS Permittee. The Applicant (WECS Permittee) shall provide written notification to the County Board at least thirty (30) days prior to any change in ownership of a WECS Project of any such change in ownership. The phrase "change in ownership of a WECS Project" includes any kind of assignment, sale; lease, transfer or other conveyance of ownership or operating control of the Applicant (WECS Permittee), the WECS Project or any portion thereof. The Applicant (WECS Permittee) or successors-in-interest or assignees of the Siting Approval Permit, as applicable, shall remain liable for compliance with all conditions, restrictions and obligations contained in the Siting Approval Permit, the provisions of this Ordinance and applicable County, state and federal laws.
7. Modification. Any modification of a WECS Project that alters or changes the essential character or operation of the WECS Project in a way not intended at the time the Siting Approval Permit was granted, or as subsequently amended, shall require a new Siting Approval Permit. The Applicant or authorized representative, shall apply for an amended Siting Approval Permit prior to any modification of the WECS Project.
8. Permit Effective Date: The Siting Approval Permit shall become effective upon approval of the ordinance by the County Board.

XIII. 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 _____ County. These regulations are not intended to repeal, abrogate, annul or in any manner interfere with existing regulations or laws of the _____ County nor conflict with any statutes of the State of Illinois, except that these regulations shall prevail in cases where these regulations impose a greater restriction than is provided by existing statutes, laws or regulations.

XIV. 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.

XV. EFFECTIVE DATE

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



Partners in Progress

WORKING TOWARD REGIONAL PROSPERITY

MEMO

Date: January 19, 2021

From: Shari Albrecht
Executive Director

To: Chairman Larry Schmidt
Macoupin County Board

Re: Western Illinois River Valley Regional Planning Council
(Serving the counties of Calhoun, Christian, Greene, Jersey, Macoupin & Montgomery)

Please find below a brief explanation of topics surrounding regional economic development and a timeline of events.

DEFINITIONS

Comprehensive Economic Development Strategy (CEDS): Regional economic development plan required for EDA grant funding. CEDS is in effect (recognized by EDA) for a 5-year period.

Regional Planning Council (RPC): Independent nonprofit responsible for implementation of CEDS. RPC's are approved by the Illinois Governor's office & recognized by the U.S. government.

U.S. Economic Development District (EDD): Federal designation awarded by the U.S. Economic Development Administration provided by contractual working agreement with an RPC.

Western Illinois River Valley (WIRV): 6 county region covered in CEDS.

TIMELINE

- 2017: 7 county West Central Development Council (WCDC) CEDS expires. The expiration prohibited local units of government from applying for federal EDA funding.
- 2018: 7 county WCDC EDD dissolved per EDA decision, resulting in the lack of grant writing/administration for the region.
- 2019: Jerseyville Economic Development Council receives \$45,000 grant from University of Illinois for CEDS development.

6 county Western Illinois River Valley group formed via intergovernmental agreement to complete CEDS according to EDA guidelines.

6 county CEDS Committee formed. Macoupin County representatives: Todd Armour (Carlinville), Dan Fisher (Gillespie), Laura Cutler (Carlinville), Pete Visintin (Gillespie), Todd Dugan (Bunker Hill), Sue Campbell (Dorchester/Staunton), Tim Rhodus (Carlinville), Richard Schien (Carlinville).

- 2020: WIRV CEDS completed.

WIRV CEDS approved by county boards (Calhoun, Christian, Greene, Jersey, Macoupin & Montgomery) per resolution. Approval allows all units of local government to use the CEDS in order to apply for EDA grant funding.

WIRV Legislative team (Sen. McClure, Rep. Davidsmeyer, Rep. Bourne, Cong. Davis) hosted a CEDS Committee meeting discussing implementation of the CEDS. The outcome of the meeting was the unanimous agreement that formation of a new RPC responsible for CEDS implementation.

WIRV Legislative Team requested that Jerseyville Economic Development Council (JEDC) submit recommendations for the formation of the WIRV RPC.

November 2020: JEDC recommendation submitted to Legislative Team.

NEXT STEPS

- WIRV Legislative Team to coordinate county board leadership to discuss RPC recommendations.
- Legislative Team & County leadership to review/edit/approve/implement RPC recommendations.
- Establish Western Illinois River Valley Regional Planning Council.

NOTE: We are expecting increased federal funding during 2021 that will only be available to local communities covered by a functioning RPC with an established Economic Development District. It is imperative that our region establish an organization as soon as possible.

The time is now...

Shari Albrecht
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