

**OFFICIAL PROCEEDINGS**  
**WASHINGTON COUNTY BOARD MEETING**

**April 14, 2026**

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse Nashville, Illinois on Tuesday, April 14, 2026 for the purpose of transacting county business that might come before the Board.

Present and presiding were Chairman David Meyer and Shari Hempen, County Clerk and Clerk of the Board.

Roll Call was taken by County Clerk Hempen with 13 members present. Those present were, Brammeier, Hohlt, Elsesser, Shemonic, Small, Unverfehrt, Todd, Bening, Luna-Fuller, Heggemeier, Malick, Ibendahl and Meyer. Absent were Karg and Bronke

Others present were Crystal May-State's Attorney, Andrew Keyt – Legal counsel for the County, Kiefer Heiman-Highway Superintendent, Levi Foreman-Court Security, John Felchlia – Ambulance Administrator, Krystal Althoff-Zoning EMA Administrator, Willow Simmons – Washington County News, Sarah Simmons -S.A.F.E., Melissa Kelly-S.A.F.E., Sean Pluta – Addison Solar, Bernardo Urdanefa – Addison Solar, Brent Budhboge – Addison Solar, Denise Liggett, Leigh Reynolds, Joe Goodrich, Wayne Rueter,

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:02 p.m.

Chairman Meyer asked if there were any additions or corrections to the March 10, 2026 County Board meeting minutes. With no additions or corrections, a motion was made by Shemonic to approve the minutes, seconded by Luna-Fuller. Motion carried.

Public's comments: Wayne Rueter, Lee Reynolds & Joe Goodrich appeared before the Board asking if the Board would put a question on the ballot whether the citizens of Washington County would be in favor of separating from Illinois. **(Exhibit A)** Informational only

Marvin Winka did not speak but handed out information to the Board and asked if it could be a part of the minutes. **(Exhibit B)** Informational only

Sean Pluta with Addison Solar wanted to ask the County Board to reconsider the Permit Application that was presented at the March 10, 2026 County Board meeting on behalf of Addison Solar and was voted down.

Mel Kelly and Sara Simmons with S.A.F.E. (Sexual Assault & Family Emergencies) gave a brief information on what services they provide. S.A.F.E. has been offering services for 40 years. A motion was made by Elsesser to give Chairman Meyer the authority to sign the "Sexual Assault Awareness Month Proclamation" seconded by Luna-Fuller. Motion Carried **(Exhibit C)**

**The County Clerk and Recorder's Monthly Report (Exhibit D)** Clerk Hempen presented her monthly report to the Board for approval a motion was made by Malick seconded by Heggemeier to approve the report as presented. Motion carried. Hempen reported that there was 23.89 % turnout of Washington County voters that voted in the March 17, 2026 General Primary election. Morgan Groom was hired on April 8, 2026, to replace Melissa Solis for payroll and help with elections. Hempen is in the process of working on tax levies and extensions for the 2025 payable 2026 tax year. The Harris files have been uploaded to Tyler Technologies and they are beginning the conversion process. Hempen wanted to thank Alan Hohlt, Kyle Heggemeier, John Felchlia and Ryan Wiedwilt for helping her with taking out and picking up election equipment for the March election.

Resolution 2026-120 (**Exhibit E**) is to authorize County Board Chairman Meyer to execute a deed of conveyance of County's interest in parcel: 14-71-32-000-004. A motion was made by Brammeier seconded by Hohlt to accept the resolution as presented. Motion carried. Roll call vote was taken with 13 yes.

**Emergency Ambulance & Rescue Service Monthly Report (Exhibit F)** Felchlia presented his report to the board for approval a motion was made by Todd seconded by Small. Motion carried.

**Highway Resolutions** - Kiefer Heiman – County Highway Engineer presented:

1. Resolution #2026-121 (**Exhibit G**) 2026 Motor Fuel Tax Oil and Bituminous Material Bids. A motion was made by Bening to except the bids as presented seconded by Ibendahl. Motion carried.
2. Resolution #2026-122 (**Exhibit H**) replace a damaged drain structure, consisting of a 36" steel culvert, on TR 197, Sugar Creek Road, Ashley Township Sec. 30 T2S R1W. A motion was made by Bening seconded by Heggemeier. Motion carried.

Heiman told the board that he has hired Melissa Solis as the new secretary at the Highway dept.

**The Sheriff's Monthly Report & updates (Exhibit I)** Sheriff Schultz was not able to attend the county board meeting to present his monthly report. Unverfehrt made a motion to accept the report as presented seconded by Elsesser. Motion carried.

Small made a motion to go into Executive Session under 2C-11 Litigation. He requested State's Attorney Crystal May Andy Keyt – County's outside council and Zoning Administrator Krystal Althoff to stay. Seconded by Malick. Entered executive session at 7:26 pm.

Entered open session 7:40 pm

**State's Attorney** Crystal May presented her monthly report. (**See Exhibit J**) A motion was made by Small to approve her monthly report seconded by Hohlt. Motion carried. State's Attorney May wanted to let the board know that she appreciates Melissa Kelly and Sarah Simmons from S.A.F.E. and the county board for supporting them.

State's Attorney May presented a Resolution authorizing participation in National Opioid Settlements with Six Remnant Defendants and Ratifying Execution of Settlement Documents. This resolution gives the State's Attorney and the Treasurer authorization to execute any and all necessary documents for participation in said settlements on behalf of Washington County and any prior acts taken by any Washington County official in this regard are hereby ratified.

**(Exhibit K)**

May, had spoken to Chairman Meyer about addressing the board and public to educate them on Battery Storage permits. An application has been made for a battery storage system (BESS) in the Radom area. The application has not been brought before the County Board yet so this would be a good time to provide information. Last fall the County Board passed a battery storage ordinance to take whatever steps it could to regulate these types of applications/permits. There have been major changes to Illinois wind, solar and energy statues that will take effect June 1, 2026. Counties will have 120 days after June 1, 2026 to come into compliance if they do not have an ordinance in place before then. Since the county has an ordinance in place already, we have more control now with our ordinance than we would if we did not have one after June 1, 2026.

The conditions the county has in place now, are more beneficial to the county and its residents than if we would not have had an ordinance in place before June 1, 2026. If an application for battery storage comes before the

board and the board votes it down at that time, there could be litigation or the company could reapply. That means the State of Illinois statute effective June 1, 2026 for battery storage would apply and no other conditions from the County could be added. May said the County can provide more protection, more control and the ability to provide more protection for Washington county and its residents now than we would after June 1<sup>st</sup> if we deny any permit. May is just trying to inform and prepare the County Board.

There will be a Zoning Board of Appeals hearing on Thursday, April 23, 6:00 pm at the Nashville American Legion for BESS (Battery Energy Storage System) application.

**The Treasurer's Monthly Cash Flow Statement and Budgetary status Reports for Period ending 3/31/2026.**

**(Exhibit L & M)** a motion was made by Shemonic seconded by Luna to accept the report as presented subject to audit review. Motion carried.

**Zoning:**

- A. A motion was made by Malick seconded by Heggemeier to approve a subdivision plat known as Waggoner Subdivision located in Oakdale Township. Motion Approved. Roll call vote was taken with 13 yes, 0 no and 2 absent.
- B. In order to make a motion to reconsider someone who voted no at the March meeting has to make the motion and the second. Todd made a motion to reconsider item #16 from the agenda from the March 10, 2026 regular meeting of the Washington County Board, which was the Special Use Permit application of Addison solar, LLC was denied at that meeting. Seconded by Shemonic motion carried. Roll call vote was taken with 13 yes 0 no and 2 absent.
- C. Ordinance NO. 2026-124; Bening made a motion to accept the Zoning Board of Appeal's recommendation and to approve the Addison Solar, LLC Zoning Application for a Special Use Permit with the conditions recommended and presented tonight. Seconded by Luna-Fuller. Roll call vote was taken with 12 yes, 1 no and 2 absent. Voting no was Todd **(Exhibit N)**
- D. Zoning Board of Appeals voted no to recommend the Special Use Permit. The 2 wildcat projects are very similar to the one passed last year.  
Ordinance NO. 2026-125; Wild Cat Solar 30 LLC (Wulf Property) to construct and operate a Commercial Solar Energy Facility. Brammeier made a motion to approve the Special use permit with conditions in the packet with piling conditions previously agreed to. Hohlt seconded the motion. Motion carried. Roll call vote was taken with 11 yes, 2 no and 2 absent. Voting no was Luna-Fuller and Todd. **(Exhibit O)**
- E. Ordinance NO. 2026-126; Wild Cat Solar 32 LLC (Moeller Property) to construct and operate a Commercial Solar Energy Facility. Brammeier made a motion to approve the Special use permit with previously agreed conditions including piling conditions. Small seconded the motion. Motion carried. Roll call vote was taken with 10 yes, 3 no and 2 absent. **(Exhibit P)** voting no were Luna-Fuller, Shemonic and Todd.

**COMMITTEE REPORTS:**

**Animal Control-** Report of Animal Control activity for the month informational only **(Exhibit Q)**

**Building:** Todd made a motion to approve the expenditure of Dueker funds for the America 250 Anniversary. The County has a balance of \$1913.84 from the Dueker funds, Todd made a motion to expend \$364 to the Historical Society for the George Rogers Clark Trail Project and the balance of \$1549.81 used for the monument on the east side of the courthouse to include engraving of the names from Washington County patriots who served in the Revolutionary war. Small seconded that motion to expend the funds to the Washington County Historical Society. The county will not be responsible for any vandalism or stolen signs.

**EMA/Zoning** – Todd made a motion to approve the employee agreement with Krystal Althoff as Zoning Administrator, EMA Coordinator and Safety Officer. Malick seconded the motion. Motion carried. Todd made a motion to appoint Krystal Althoff to the 911 Board as long as she is employed as the County Safety Officer. Bening seconded the motion. Motion carried.

**Personnel, Policy and Appointments:**

Ibendahl made a motion to re-appoint all Fire district board members seconded by Heggemeier:

Fire Districts: (Term expires 4/30/2029)

Addieville	Brett Roe
Coulterville	Robert Fox
Hoyleton	Brad Rommelman
Irvington	Mary Jane Corners
Nashville	Douglas Snead
Okawville	Jeff Rabenort

Irvington Sanitary Board: 3-year term (Term expires 4/30/29)

Martin Shibe

Nashville/Washington County Enterprise Zone: 3-year term (Term expires 4/30/2029)

Rhett Renken

SW Illinois Council Economic Development: 6-year term (Term expires 5/1/32)

Michael D. Curry

Washington County Hospital Board: 3-year term (Term expires 4/30/2029)

Audry Finke

Brad Haege

Pat Baker

Dave Ibendahl said that Matt Bierman resigned from the Washington County Hospital Board, so there will be an open spot.

**The Claims against the County Report** was presented to the Board for approval by Ibendahl. TO THE CHAIRMAN AND MEMBERS OF THE BOARD: YOUR COMMITTEE MET ON April 13, 2026 EXAMINED ALL CLAIMS PRESENTED AND RECOMMENDS PAYMENT TO THE FOLLOWING AND THE CLERK BE DIRECTED TO ISSUE ORDER ON THE COUNTY TREASURER TO THE CLAIMANTS FOR THE AMOUNTS ALLOWED. Add Jackson Lewis bill received today for \$575.10 also. **(Exhibit N)** A motion was made by Ibendahl seconded by Luna-Fuller to approve payment. Roll call vote was taken with 13 ayes and no nays. Motion carried.

A motion was made by Small seconded by Shemonic to approve payment of monthly utility expenses and payroll expenses. Motion carried.

The next regularly scheduled meeting will be May 12, 2026 at 7:00 p.m.

A motion was made by Todd seconded by Heggemeier to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:43 p.m.

Shari Hempen, Washington County Clerk and Clerk of the Board



## WASHINGTON COUNTY BOARD

101 E. St. Louis St., Nashville, IL. 62263

COUNTY BOARD MEETING:

7:00 P.M TUESDAY, APRIL 14, 2026

### AGENDA

1. Prayer and Pledge of Allegiance
2. Call to Order
3. Roll Call
4. Acknowledgment of Guests
5. Approval of the March 10, 2026 County Board Minutes
6. Public's opportunity to address the Board (limited to 3 minutes per person)
7. S.A.F.E Proclamation
8. County Clerk & Recorder's Monthly Report
9. Resolution to authorize the Chairman to execute a deed of conveyance of the County's Interest the following parcel: 14-71-32-000-004
10. Emergency Ambulance & Rescue Service Monthly Report
11. Highway Dept:
  - Resolution to approve MFT bituminous bids
  - Resolution to appropriate township aid under 605 ILCS 5/5-501
    - Ashley Road District – Sugar Creed Road
12. Sheriff's Monthly Report
13. State's Attorney's Monthly Report
14. Resolution Authorizing participation in National Opioid Settlements with 6 Remnant Defendants and Ratifying Execution of Settlement Documents
15. Treasurer's Monthly Cash Flow & Budgetary Status Report
16. Zoning:
  - A. Approve a subdivision plat known as "Waggoner Subdivision" located in Oakdale Township
  - B. Motion to reconsider previous County Board vote to deny Special Use Permit application of Addison Solar, LLC to construct and operate a 5 MW AC commercial solar energy facility on parcel 12-06-22-100-001, located at approximately 14736 Hen House Road, Okawville, IL.
  - C. Consideration, discussion and vote on Special Use Permit application of Addison Solar, LLC to construct and operate a 5 MW AC commercial solar energy facility on parcel 12-06-22-100-001, located at approximately 14736 Hen House Road, Okawville, IL.
  - D. Consider, discuss and vote on special use permit application of Wild Cat Solar 30, LLC.
  - E. Consider, discuss and vote on special use permit application of Wild Cat Solar 32, LLC.
17. Committee Reports:
  - Building**  
Approve expenditure of Dueker funds for America 250 Anniversary
  - Personnel, Policy & Appointment:**  
See attached exhibit "A" for April Appointments:
  - Zoning/EMA/Safety**  
Approve Employment agreement with Krystal Althoff as Zoning Administrator, EMA Coordinator & Safety Officer  
Appoint Krystal Althoff to 911 Board
18. Claims Against the County
19. Approve County Board Expenses
20. Approve Monthly Utility Expenses & Payroll Expenses
21. Adjournment

\*Agenda Items may be re-arranged during the meeting at the Board's Discretion\*

\*Old and New Business may be discussed within each Agenda Item\*

\*General Comments on non-agenda items may be made without action being taken\*

District 1:	District 2:	District 3:
Kurt Elsesser	Dan Bronke	Douglas Bening
Dani Luna-Fuller	Alan Hohlt	Eric Brammeier Vice-Chairman
Eric Mallick	Dave Ibendahl	David Meyer - Chairman
Rodney Small	Dennis Shemonic	Paul Todd
Larry Unverfehrt	Kyle Heggemeier	David Karg

Exhibit "A"

April 14, 2026 County Board Appointments

**Appointments:**

**Fire Districts:** (term expires 4/30/26), 3-year term

Brett Roe (Addieville Fire)

Robert Fox (Coulterville Fire)

Brad Rommelman (Hoyleton Fire)

Mary Jane Corners (Irvington Fire)

Douglas Snead (Nashville Fire)

Jeff Rabenort (Okawville Fire)

**Irvington Sanitary District:** (term expires 4/30/26), 3-year term

Martin Shibe

**Nashville/Washington County Enterprise Zone** (term expires 4/30/26), 3-year term

Rhett Renken

**SW Illinois Council Economic Development** (term expires 5/1/26), 6-year term

Michael D. Curry

**Washington County Hospital Board** (term expires 4/30/26), 3-year term

Audry Finke

Brad Haege

Pat Baker

Southern Illinois and most other counties in Illinois seem to have very little to say about what goes on in our state anymore. My point in coming here tonight is to ask you, as county board members, to do like at least 33 other counties in Illinois have done, and it may be more today. Put a question on the ballot whether the citizens of Washington County would be in favor of separating from Illinois. I believe Indiana's legislature has already passed and the governor has signed a bill that would welcome any Illinois county that wanted to be a part of Indiana. I realize that it may never happen but isn't it time we join with these other counties and let Springfield know we do not like the way our state is run. Put it to a vote of the people, please!!!Enough is enough.

*Informational  
only*

March 23, 2026

Marvin Winka  
4965 Jefferson County Line Road  
Ashley, IL 62808

Washington County Zoning Office  
125 W. St. Louis Street  
Nashville, IL 62263  
and  
Washington County Board  
101 E. St. Louis Street  
Nashville, IL 62263

Ladies and Gentlemen:

Please find enclosed Petition Opposing the Proposed Advanced Battery Energy Storage System in or Near Radom, Illinois.

Respectfully Submitted,



Marvin Winka

cc: Dwayne Mulholland  
Clarence Gogolek  
Mike Chwasczinski  
Pat Rensing  
Devin Clary  
Luke Borrenpohl  
Bruce Schneider  
Eric Malick

Daniel Luna-Fuller  
Larry Unverfehrt  
Rodney Small  
Kurt Elsesser  
Dennis Shemonic  
Alan Hohlt  
Dave Ibendahl  
Dan Bronke

Kyle Heggemeier  
Eric Brammeier  
Doug Bening  
David Meyer  
David Karg  
Paul Todd  
Krystal Althoff

Enclosure: Petition and signature pages

*Informational  
only*

**PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS**

Date: March 4, 2026

To: Washington County Board  
101 E. St. Louis St.  
Nashville, IL 62263

From: The Undersigned Citizens of Radom, Illinois and the Surrounding Area

We, the undersigned residents and stakeholders of Radom, Illinois, and its surrounding area, respectfully submit this petition to formally express our opposition to the proposed Advanced Battery Energy Storage System project by Invenergy (or its subsidiary, Gatehouse) within or near our community. However, if by the terms of the Illinois state statute, the Washington County Board does not have the right to reject the application, then the residents and stakeholders of Radom and the surrounding area request that the Washington County Battery Energy Storage Systems Ordinance (the "Ordinance") be amended to ensure that the most stringent safety standards and other precautions permitted by state law are included in the Ordinance to protect the public health and welfare of our community and farmlands.

**Statement of Concern:**

We believe that the proposed project poses potential risks and concerns for our community, including but not limited to:

- Safety concerns related to large-scale battery storage facilities – Large-scale lithium-ion battery systems have a documented risk of thermal runaway, leading to fires or explosions and there are no emergency response facilities near the proposed site for several miles.
- Environmental and public health concerns – Potential contamination of soil, groundwater, and air from battery chemicals in the event of leaks, accidents, or force majeure events. Unknown long-term effects on local ecosystems and farmland.
- Community Process – No independent environmental or safety review has been completed. Transparency and open communication with the residents and neighbors of Radom to establish how the project will be safely and effectively managed from installation and construction through decommissioning.

**PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS**

**Our Position:**

We do not approve of the Advanced Battery Energy Storage System project as currently proposed. We urge the Washington County Board to reject any zoning changes, permits, or approvals that would allow this project to proceed in or near Radom to the extent permitted by law.

However, if by law, the County is not permitted to reject the project for any reason, then please ensure the current Ordinance includes the maximum protections permitted by the State to be included and required for such projects, including NFPA 855 (2026 version), which requires robust hazard mitigation and emergency response requirements.

**Requested Action:**

We respectfully request that the Washington County Board:

1. Deny any applications or permits related to this project to the extent permitted by law.
2. If such project cannot be denied by law for any reason, then amend the current Ordinance to ensure all restrictions permitted by 55 ILCS Section 5-12024, including robust hazard mitigation and emergency response planning set forth in National Fire Protection Act (NFPA) 855 (2026 or later version), are included in the Ordinance.
3. Ensure qualified and independent consultants, including a Professional Engineer, review and confirm such project meets all the requirements set forth in the revised Ordinance.
4. Ensure that residents are meaningfully updated regarding these projects and the protections put in place to protect the community.

Respectfully Submitted On behalf of the Concerned Citizens of Radom and the Surrounding Area

See Attached for Signatures.

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
MARVIN WINKA	Marvin Winka	4965 JEFFERSON COUNTY LINE Rd. Ashley IL 62808	3-9-26
BerNICE WINKA	BerNICE WINKA	4965 Jefferson County Line Rd Ashley, IL 62808	3-9-26
Amanda Winka	Amanda Winka	29594 New Jersey Rd Ashley, IL 62808	3-9-26
Matthew Winka	Matthew Winka	29594 New Jersey Rd Ashley, IL 62808	3-9-26
Clara Peters	Clara Peters	4842 Co. Hwy 23 DuBois IL 62831	3-9-26
Bernard Peters	Bernard Peters	4842 Co. Hwy 23 DuBois IL 62831	3-9-26
Caroline Winkler	Caroline Winkler	28157 Co. Hwy 25 Ashley, IL 62808	3-9-26
MARY ANN TOMASZEWSKI	Mary Ann Tomaszewski	28071 Co Hwy 25 Ashley, IL 62808	3-9-26
MARYANN KASBAN	Maryann Kasban	577 E. Ave. PO. Box 53 Radom, Illinois	3-9-26
Dianne Kujawa	Dianne Kujawa	355 N. 2nd St. Ashley, IL 62808	3-9-26
Carol D. Waters	Carol D. Waters	853 E. D. Ave. Radom IL 62876	3-9-26
Marilyn Watters	Marilyn Watters	553 E. D. Ave. Radom, IL 62876	3-9-26
Jerome Przygoła	Jerome Przygoła	4293 Radom Av Du Bois, IL 62831	3-9-26
Sherry Kobus	Sherry Kobus	57 S. 2nd St. Radom, IL 62876	3-9-26
Juanita Grimes	Juanita Grimes	272 East D Ave Radom IL 62876	3-9-26
Abby Wroblewski	Abby Wroblewski	215 East D Ave Radom IL 62876	3-9-26
Andrea Harris	Andrea Harris	215 E Main Radom IL 62874	3-9-26
Kevin Hug	Kevin Hug	124 South 4th St Radom IL 62876	3-9-26
Carol Krzyger	Carol Krzyger	84 South 4th St Radom IL 62876	3-9-26
William Hug	William Hug	205 N. 21st St Radom, IL	3-9-26

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
EUGENIA HUG	<i>Eugenia Hug</i>	205 N. and St. Radom, IL	03-09-26
Grant Reed	<i>Grant Reed</i>	531 East O Ave Radom, IL	3-9-26
BAYLEE LUCE	<i>Baylee Luce</i>	531 East D. Ave Radom IL	3/9/26
ERIN CERNIGIEWSKI	<i>Erin Cernigiewski</i>	131 South Fifth St. Radom IL	3-9-26
Joshua Czerniejewski	<i>Joshua Czerniejewski</i>	131 South Fifth St. Radom IL	3-9-26
Brenda Hug	<i>Brenda Hug</i>	124 S. 4 <sup>th</sup> ST Radom, IL 62876	3-9-26
WANDA NOVAK	<i>Wanda Novak</i>	492 E MAINST Radom, IL 62876	3-9-26
TYLER SETZELER	<i>Tyler Setzler</i>	489 E MAIN ST Radom, IL 62876	3-9-26
Samantha Setzler	<i>Samantha Setzler</i>	489 E main st Radom, IL 62876	3-9-26
Donna Hicks	<i>Donna Hicks</i>	452 East 8 Ave Radom IL 62876	3-9-26
Claire Bauer	<i>Claire Bauer</i>	1103 N. Fifth St. Radom IL 62876	3-9-26
Dylan Kwiatkowski	<i>Dylan Kwiatkowski</i>	484 East B Ave Radom IL 62876	3-9-26
Chloe Kwiatkowski	<i>Chloe Kwiatkowski</i>	484 E B Ave Radom IL 62876	3-9-26
Teresa Cassidy	<i>Teresa Cassidy</i>	126 N 4 <sup>th</sup> St. Radom IL 62876	3-9-26
Nicole Redtke	<i>Nicole Redtke</i>	73 North 3 <sup>rd</sup> Street Radom, IL 62876	3-9-26
Patrick Redtke	<i>Patrick Redtke</i>	73 North 3 <sup>rd</sup> Street Radom IL 62876	3-9-26
Quentin Redtke	<i>Quentin Redtke</i>	73 North 3 <sup>rd</sup> Street Radom, IL	3-9-26
Mary C Dreas	<i>Mary C Dreas</i>	246 E. D Ave Radom ILL 62876	3-9-26
TERRI HARRIS	<i>Terri Harris</i>	215 E. MAIN RADOM IL 62876	3-9-26
Denise Linggett	<i>Denise Linggett</i>	483 E. D. Ave. Radom IL 62876	3-9-26

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
Mark Winka	<i>Mark Winka</i>	29259 New Jersey Rd Ashly IL 62808	3-9-26
Jessica Winka	<i>Jessica Winka</i>	29259 New Jersey Rd. Ashley IL 62808	3/9/26
Haley Wisniewski	<i>H. W.</i>	4623 Jefferson County Line Rd Ashley IL 62808	3/10/26
Jason Wisniewski	<i>J. Wisniewski</i>	4023 Jefferson County Line Road Ashley IL 62808	3/10/26
LEONARD SZERZYNSKI	<i>Leonard Szerynski</i>	7483 TOMPAHAWK Ln ASHLEY IL 62808	3/10/26
Zaid Nowicki	<i>Zaid Nowicki</i>	4661 Radom Rd - Du Bois, IL 62808	3/10/26
MARVIN NOWICKI	<i>Marvin Nowicki</i>	444 Radom Rd, Du Bois, IL 62808	3/10/26
Mary Sue Rosanek	<i>Mary Sue Rosanek</i>	5908 Howard Schrad Rd Ashley IL 62808	3/9/26
Bernadine Kabat	<i>Bernadine Kabat</i>	7754 N. Schickburg Ln, Radom, IL 62808	3-10-26
Thomas Kwiatkowski	<i>Thomas Kwiatkowski</i>	178 N 3RD ST RADOM IL 62876	3-10-26
Martin Schindelar	<i>Martin Schindelar</i>	377 East B Ave Radom, IL 62876	3-10-26
Sheila Harris	<i>Sheila Harris</i>	3744 Virginia Road Radom IL 62876	3-10-26
KATHLEEN CASTIC	<i>Kathleen Castic</i>	408 East E Aste Radom, IL 62876	3-10-26
Catherine McDaniel	<i>Catherine McDaniel</i>	607 E Main St, Radom, IL 62876	3-10-26
PAULETTE LEONARD	<i>Paulette Leonard</i>	6185 Howard Schrad Ashley IL 62808	3-10-26
Don Wisniewski	<i>Don Wisniewski</i>	29306 N. Dakota Rd Ashley IL 62808	3-10-26
Tere Wisniewski	<i>Tere Wisniewski</i>	29306 N. Dakota Rd Ashley IL 62808	3-10-26
Richard Rybacki	<i>Richard Rybacki</i>	276 S. 3rd St Radom IL 62876	3-10-26
Tim Pedtke	<i>Tim Pedtke</i>	25199 N. Carolina Rd Ashley IL 62808	3-10-26
Leslie Pedtke	<i>Leslie Pedtke</i>	25199 N. Carolina Rd Ashley IL 62808	3/10/26

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
Lyke Pedtke	<i>Lyke Pedtke</i>	25199 Norm Carolina Road <sup>ASHLEY, IL 62809</sup>	3/10/26
Dale Winkler	<i>Dale Winkler</i>	25511 Sand Ridge Rd, Caribou IL 62801	3/10/26
Wilma Kujawa	<i>Wilma Kujawa</i>	25581 Michigan Rd - Ashley, IL 62808	3/10/26
THEODORIS, E/KOZ P/W	<i>Theodoris Kujawa</i>	28291 Indigo R & Oakley Rd 62808	3/10/26
LYKE DICKINSON	<i>Lyke</i>	5145 HOWARD SCHOOL RD ASHLEY, IL 62808	3/10/26
KARLEY DICKINSON	<i>Karley Dickin</i>	5145 HOWARD SCHOOL RD ASHLEY, IL 62808	3/10/26
Duane Winkler	<i>Duane</i>	13555 Mary Ln Aristor IL 62816	3/10/26
Joel Harris	<i>Joel Harris</i>	3744 Virginia Rd, Radom, IL 62876	3/10/26
Alvina Marlow	<i>Alvina Marlow</i>	5327 State Rt 219 Nashville IL 62808	3/10/26
STELLA PEDTKE	<i>Stella Pedtke</i>	5330 Co Hwy 23 Ashley, IL 62808	3/10/26
CLARENCE PEDTKE	<i>Clarence Pedtke</i>	5330 Co Hwy 23 Ashley, IL 62808	3/10/26
Anita Juckowski	<i>Anita Juckowski</i>	556 E. Main St. Radom, IL 62876	3/10/26
MIKE JUCKOWSKI	<i>Mike Juckowski</i>	556 E. Main St. Radom, IL 62876	3/10/26
JASON KUJAWA	<i>Jason</i>	112 Bradford Dr. Aviston, IL 62826	3-10-26
Mary Ann Kujawa	<i>Mary Ann Kujawa</i>	494 Rowwood Ln, Arveston, IL 62808	3-10-26
MAURICE MARLOW	<i>Maurice Marlow</i>	5327 ST. RT 219 NASHVILLE IL 62808	3/10/26
JACLYN HERZOG	<i>Jaclyn Herzog</i>	5305 Howard School Rd, Ashley, IL 62808	3/10/26
JOSEPH HERZOG	<i>Joseph Herzog</i>	5305 Howard School Rd, Ashley, IL 62808	3/10/26
Ted Walters	<i>Ted A. Walters</i>	572 E. Main St Radom, IL 62876	3/10/26
Michael Cameron	<i>Michael Cameron</i>	435 East B Ave Radom, IL 62876	3/10/26

PETITION OPPOSING THE PROPOSED ADVANCED

BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
Leo Suchonsta	<i>Leo Suchonsta</i>	29623 S. PAKOTA Ashley IL 62888	3-11-26
Tom Zienta	<i>Tom Zienta</i>	3890 Radom Dr. Du Bois IL 62881	3-11-26
Thomas A Stevas	<i>Thomas A Stevas</i>	4795 Radom Rd Du Bois IL 62883	3-11-26
Don Knight	<i>Don Knight</i>	461 <del>Radom</del> E AUGUST Radom ILL	3-11-26
Jeff Wizesinski	<i>Jeff Wizesinski</i>	68N Fourth St Radom IL	3-11-26
Isaac Wizesinski	<i>Isaac Wizesinski</i>	68N 4th St Radom IL	3-11-26
Ronald Sherman	<i>Ronald Sherman</i>	4623 Skyridge Ct. St. Louis Mo. 63128	3-11-26
MARY BERGER	<i>Mary Berger</i>	219 E. B. AVE. RADOM, IL. 62876	3-11-26
Ann Berger	<i>Ann Berger</i>	219 E. B Ave. Radom, IL 62876	3-11-26
Bea Wroblewski	<i>Bea Wroblewski</i>	218 E.D. AVE Radom IL 62876	3-11-26
Jeanne Bowdler	<i>Jeanne Bowdler</i>	342 East E Ave Radom IL 62876	3-11-26
Rick Bowdler	<i>Rick Bowdler</i>	342 East E Ave Radom IL 62876	3-11-26
Michele Jeffers	<i>Michele Jeffers</i>	357 S. Fourth St. Radom IL 62876	3-11-26
Michael Shahr	<i>M. Shahr</i>	357 S. 4th St Radom, IL 62876	3-11-26
MARK BATHON	<i>Mark Bathon</i>	536 EAST B AVE RADOM IL 62876	3-11-26
Kris Hug	<i>Kris Hug</i>	236 E. B Ave Radom IL 62876	3-11-26
DANIELLE PRATT	<i>DANIELLE PRATT</i>	206 E B Ave Radom IL 62876	3-11-26
Brenda Richter	<i>Brenda L. Richter</i>	231 E main St Radom IL 62876	3-11-26
Leona Wroblewski	<i>Leona Wroblewski</i>	215 E O Ave Radom IL 62876	3-11-26
CHARLES E. DENTON	<i>Charles E. Denton</i>	469 E. MAIN ST Radom 62876	3-11-26

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
Crystal Cameron	<i>Crystal Cameron</i>	435 E. B Avenue Radom, IL 62876	3-11-26
Emme Weberski	<i>Emme Weberski</i>	215 East D Avenue Radom, IL 62878	3-11-26
Amy Maurice	<i>Amy Maurice</i>	715 S. 3RD, Radom IL 62876	3-11-26
Aidan Hutchinson	<i>Aidan Hutchinson</i>	253 E. Main Street Radom, IL 62876	3-11-26
Alessa Sales Hutchinson	<i>Alessa Sales Hutchinson</i>	253 E. Main St. Radom, IL 62876	3-11-26
Clinton Morgan	<i>Clinton Morgan</i>	231 E. Main St. Radom, IL 62876	3-11-26
David Dickinson	<i>David Dickinson</i>	438 East D Ave Radom, IL 62876	3-11-26
Debra Dickinson	<i>Debra Dickinson</i>	438 East D. Ave Radom, IL 62876	3-11-26
Greg Kasban	<i>Greg Kasban</i>	239 South Third St. Radom, IL 62876	3-11-26
Haren Kasban	<i>Haren Kasban</i>	239 South Third St. Radom, IL 62876	3-11-26
Kade Kasban	<i>Kade Kasban</i>	239 South Third St. Radom, IL 62876	3-11-26
Kash Kasban	<i>Kash Kasban</i>	239 South Third St. Radom, IL 62876	3-11-26
Robert Cole Bacc Jr.	<i>Robert Cole Bacc Jr.</i>	842 E. Main St. Radom, IL 62876	3-11-26
Erika LaFrance	<i>Erika LaFrance</i>	242 E. Main St. Radom, IL 62876	3-11-26
Tony Schetter	<i>Tony Schetter</i>	10503 Gaelic Ln Ashley, IL 62808	3-11-26
Nancy Janowski	<i>Nancy Janowski</i>	10503 Gaelic Ln Ashley, IL 62808	3-11-26
KEA EVERETT	<i>KEA EVERETT</i>	944 E. Seville Rd Ashley, IL 62808	3-11-26
Becky Kujawa	<i>Becky Kujawa</i>	944 E. Seville Rd Ashley, IL 62808	3-11-26
Kevin Winka	<i>Kevin Winka</i>	29663 Tennessee Road Dubois, IL 62831	3-11-26
Erin Winka	<i>Erin Winka</i>	29663 Tennessee Road Dubois, IL 62831	3-11-26

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
Ronald Grzechowicz	Ronald Grzechowicz	28672 S. Dakota Rd. Radom, IL 62876	3-12-26
Jeanette Grzechowicz	Jeanette Grzechowicz	28681 S. Dakota Rd. Radom, IL 62876	3-12-26
Roderick Davis	[Signature]	3977 Radom rd. Dubois IL 62831	3-12-26
Angela Leopold	[Signature]	3977 Radom rd. Dubois IL 62831	3-12-26
Gerald Kiberstki	[Signature]	25072 Perry Co line Road Radom IL 62876	3/12/26
Phillip Perick	[Signature]	2674 Nuth ST Radom IL 62876	3/12/26
MaryAnn Pregak	[Signature]	267 N. 4th St Radom IL 62876	3/12/26
CONSTANCE KWIATKOWSKI	[Signature]	26995 Co Hwy 23, Radom, IL 62876	3/12/26
DENNIS KWIATKOWSKI	[Signature]	26995 Co Hwy 23, Radom, IL 62876	3/12/26
Kyley Kwiatkowski	[Signature]	26995 Co Hwy 23, Radom, IL 62876	3/12/26
Kelley Kwiatkowski	[Signature]	26995 Co. Hwy 23, Radom, IL 62876	03/12/2026
Rhys Kwiatkowski	[Signature]	26995 Co. Hwy 23, Radom, IL 62876	03/12/2026
Noel Padak	[Signature]	2347 Tumbertown Dr Radom 62876	03/12/26
Shirone Huffstater	[Signature]	167 S. 3rd St. Radom IL 62876	03/12/26
Margaret Huffstater	[Signature]	167 S. 3rd St Radom IL 62876	03/12/26
Lyle Huffstater	[Signature]	167 S. 3rd St Radom IL 62876	03/12/26
Bradua Kitowski	[Signature]	218 E D Ave Radom, IL 62876	3/12/26
Morgan Barczewski	[Signature]	228 E D Ave Radom, IL 62876	3/12/26
Miranda Williams	[Signature]	438 E main ST Radom IL 62876	3-12-26
Josh Bryant	[Signature]	230 East B Ave Radom, IL 62876	3-12-26

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
Jaime Stevers		4795 Radom Rd. Dubois IL 62831	3-13-26
Andy Tomaszewski		3481 Jefferson County Line Road Ashlar, IL 62828	3-13-26
Dawn Dickemper		16928 N. Stone Lane Mt. Vernon IL	3/13/26
Jennifer Barciszewski		16978 N. Stone Lane Mt. Vernon	3/13/26
Andrew Dickemper		16928 N. Stone Lane Mt. Vernon	3/13/26
Spent Barciszewski		16978 N. Stone Lane Mt. Vernon	3/13/26
Brian Barciszewski		116 Liebenberg Rd. Mt. Vernon IL	3/14/26
Sandra Barciszewski		116 Liebenberg Rd. Mt. Vernon IL	3/14/26
Cody Kerel		16771 curvy Rd 23 Ashley IL 62808	3/14/26
Jim Szpera		27877 S. DAKOTA RD DuBois IL 62831	3/14/26
Nick Ketterwagen		2505 Radom Rd Dubois, IL 62833	3/14/26
Michael Shubert		232 East Main Street Radom IL 62876	3/14/26
TIM FICKS		452 EAST B. AURORA RADOM IL 62835	3-14-26
DAVID BARKER		163 N Fifth St Radom IL 62876	3-14-26
Adam Schubert		532 E. Main Street Radom IL 62876	3/14/26
Jennifer Winka-Sursa		24 Edgewood Lane N Centralia IL 62821	3/14/26
Darren Sursa		24 Flyerwood Lane N Centralia IL 62801	3/14/26
Jayne Kees		437 E N Ave Radom IL 62876	3/14/26
Joe Brant		216 E MAIN ST. Radom IL 62876	3/15/26
J. D. Farwana Bostic		216 E MAIN ST Radom IL	3/15/26

Jaime Stevers

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
ROSALIE ROZNOWSKI	<i>Rosalie Roznowski</i>	24500 Posey DuBois, IL 62831	3-15-2026
Melissa Fleischman	<i>[Signature]</i>	2505 Radom Rd DuBois, IL 62831	3-15-2026
Elizabeth Szepka	<i>Elizabeth Szepka</i>	27411 South Dakota Rd. Dixie IL 62831	3-15-2026
ANTHONY SZEPINSKI	<i>Anthony Szepka</i>	191N RA ST Box 46 Radom IL 62831	3-15-26
Betty Szopinski	<i>Betty Szopinski</i>	191 N. Railroad St PO Box 46 Radom, IL 62831	3-15-26
Chelsea Kesel	<i>Chelsea Kesel</i>	6771 Co Hwy 23, Ashley, IL 62838	3-15-26
Kevin Winiwle	<i>Kevin Winiwle</i>	551 E. Madison St. Ashley, IL 62838	3-15-26
Sarah Whipple	<i>Sarah Whipple</i>	551 E. Madison St Ashley IL 62838	3-15-26
JEFF CEGLINSKI	<i>Jeff Ceglinski</i>	5948 County Highway 23 Ashley IL 62838	3-15-26
Rose Ceglinski	<i>Rose Ceglinski</i>	5948 County Highway 23 Ashley IL 62838	3-15-26
William Newman	<i>William Newman</i>	6598 Wintago St. St. Louis, MO 63121	3-15-26
Dawn Newman	<i>Dawn Newman</i>	6529 Winnebago St, St. Louis, MO 63109	3-15-26
PAT STERN	<i>Patricia Stern</i>	6713 Co Hwy 23, Ashley, IL 62838	3-15-26
Ann Dubak	<i>Ann Dubak</i>	4404 Van Buren Rd. Oakdale, IL 62838	3-15-26
Janet Lane	<i>Janet Lane</i>	15850 Cordes Rd. Nashville, TN 37214	3-15-26
Amanda Stern	<i>Amanda Stern</i>	6713 Co Hwy 23 Ashley IL 62838	3-15-26
Chastity Szopinski	<i>Chastity Szopinski</i>	553 East Main St. Radom, IL 62831	3-15-26
Tara Fleeman	<i>Tara Fleeman</i>	2302 Yellowstone Ln Salem, IL 62831	3-16-26
Michael Fleeman	<i>Michael Fleeman</i>	2302 Yellowstone Ln Salem, IL 62831	3-16-26
ESTHER SPOTANSKI	<i>Esther Spotanski</i>	6406 N. Tomahawk. N. Du Bois	3-16-26

PETITION OPPOSING THE PROPOSED ADVANCED  
BATTERY ENERGY STORAGE SYSTEM IN OR NEAR RADOM, ILLINOIS

Name (PRINT)	Signature	Address (physical street address)	Date Signed
JAMES BURETTA	James Buretta	7899 N Slim Lane Ashley IL 62808	3/16/26
Lacy Buretta	Lacy Buretta	7899 N Slim Lane Ashley IL 62808	3/16/26
JANET KUJAWA	Janet Kujawa	10252 N Frankfort Ln Ashley IL 62808	3/16/26
CHARLES KUJAWA	Charles Kujawa	10252 N FRANKFORT LN ASHLEY IL	3-16-26
ROBERT BURETTA	Robert Buretta	4575 Indian Trail Rd Ashleg IL	3-17-26
DIANE BURETTA	Diane Buretta	4575 Indian Trail Rd Ashly IL	3-17-26
RYAN ALTON	MA	1620 E BEAL RD MM VERNON IL	5-17-26
ERIN KLAMM	Erin Klam	8978a Tennessee Rd. DuBois IL	3-17-26
LOUIS M. BOROWIAK	Louis M. Borowial	8948 U.S. Hwy. 51 Ashley, IL 62808	3-17-26
RICHARD TOMASZAK	Richard Tomaszak	533 W. Attonse, Natchez, IL 62267	3-17-26
SHIRLEY KELLER	Shirley Keller	833 S. Moore, DuBois, IL 62803	3-17-26
GEORGE KELLER	George R. Keller	833 S. MOORE ST NASHVILLE 62268	3-17-26
JACK KERRY	Jack Kerry	840 Radom Rd. DuBois, IL 62803	3/17/26
VICKI KERRY	Vicki Kerry	840 Radom Rd. DuBois, IL 62803	3/17/26
SANDRA SUCHOMSKI	Sandra Suchomski	3750 Cobalt Ln Scheller, IL 62803	3/17/26
MARILYN KUJAWA	Marilyn Kujawa	4606 N. Scheller Scheller, IL 62803	3-17-26
EUGENE KUJAWA	Eugene Kujawa	4606 N. Scheller Scheller, IL 62803	3-17-26
LORENE KABAT	Lorene Kabat	1011 Radom Road, DuBois, IL 62803	3/18/26
SHAWN CHESNEK	Shawn Chesnek	2009 Hickory Creek Rd DuBois, FL	03/18/26
AMANDA CHESNEK	Amanda Chesnek	2009 Hickory Creek Rd DuBois IL 62803	3/18/26

Sec. 5-12024. Energy storage systems.
(a) As used in this Section:
"Energy storage system" means a facility with an aggregate energy capacity that is greater than 1,000 kilowatts and that is capable of absorbing energy and storing it for use at a later time, including, but not limited to, electrochemical and electromechanical technologies. "Energy storage system" does not include technologies that require combustion. "Energy storage system" also does not include energy storage systems associated with commercial solar energy facilities or commercial wind energy facilities as defined in Section 5-12020.
"Excused service interruption" means any period during which an energy storage system does not store or discharge electricity and that is planned or reasonably foreseeable for standard commercial operation, including any unavailability caused by a buyer; storage capacity tests; system emergencies; curtailments, including curtailment orders; transmission system outages; compliance with any operating restriction; serial defects; and planned outages.
"Facility owner" means (i) a person with a direct ownership interest in an energy storage system, regardless of whether the person is involved in acquiring the necessary rights, permits, and approvals or otherwise planning for the construction and operation of the facility and (ii) a person who, at the time the facility is being developed, is acting as a developer of the facility by acquiring the necessary rights, permits, and approvals or by planning for the construction and operation of the facility, regardless of whether the person will own or operate the facility.
"Force majeure" means any event or circumstance that delays or prevents an energy storage system from timely performing all or a portion of its commercial operations if the act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control, whether direct or indirect, of, and without the fault or negligence of, a facility owner or operator or any of its assignees. "Force majeure" includes, but is not limited to:

(1) fire, flood, tornado, or other natural disasters or acts of God;
(2) war, civil strife, terrorist attack, or other similar acts of violence;
(3) unavailability of materials, equipment, services, or labor, including unavailability due to global supply chain shortages;
(4) utility or energy shortages or acts or omissions of public utility providers;
(5) any delay resulting from a pandemic, epidemic, or other public health emergency or related restrictions; and
(6) litigation or a regulatory proceeding regarding a facility.
"NFPA" means the National Fire Protection Association.
"Nonparticipating property" means real property that is not a participating property.
"Nonparticipating residence" means a residence that is located on nonparticipating property and that exists and is occupied on the date that the application for a permit to develop an energy storage system is filed with the county.
"Occupied community building" means a school, place of worship, day care facility, public library, or community center that is occupied on the date that the application for a permit to develop an energy storage system is filed with the county in which the building is located.
"Participating property" means real property that is the subject of a written agreement between a facility owner and the owner of the real property and that provides the facility owner an easement, option, lease, or license to use the real property for the purpose of constructing an energy storage system or supporting facilities.
"Protected lands" means real property that is: (i) subject to a permanent conservation right consistent with the Real Property Conservation Rights Act; or (ii) registered or designated as a nature preserve, buffer, or land and water reserve under the Illinois Natural Areas Preservation Act.
"Supporting facilities" means the transmission lines, substations, switchyard, access roads, meteorological towers, storage containers, and equipment associated with the

generation, storage, and dispatch of electricity by an energy storage system.

(b) Notwithstanding any other provision of law, if a county has formed a zoning commission and adopted formal zoning under Section 5-12007, then a county may establish standards for energy storage systems in areas of the county that are not within the zoning jurisdiction of a municipality. The standards may include all of the requirements specified in this Section but may not include requirements for energy storage systems that are more restrictive than specified in this Section or requirements that are not specified in this Section.

(c) A county may require the energy storage facility to comply with the version of NFPA 855 "Standard for the Installation of Stationary Energy Storage Systems" in effect on the effective date of this amendatory Act or any successor standard issued by the NFPA in effect on the date of siting or special use permit approval. A county may not include requirements for energy storage systems that are more restrictive than NFPA 855 "Standard for the Installation of Stationary Energy Storage Systems" unless required by this Section.

(d) If a county has elected to establish standards under subsection (b), then the zoning board of appeals for the county shall hold at least one public hearing before the county grants (i) siting approval or a special use permit for an energy storage system or (ii) modification of an approved siting or special use permit. The public hearing shall be conducted in accordance with the Open Meetings Act and shall conclude not more than 60 days after the filing of the application for the facility. The county shall allow interested parties to a special use permit an opportunity to present evidence and to cross-examine witnesses at the hearing, but the county may impose reasonable restrictions on the public hearing, including reasonable time limitations on the presentation of evidence and the cross-examination of witnesses. The county shall also allow public comment at the public hearing in accordance with the Open Meetings Act. The county shall make its siting and permitting decisions not more

than 30 days after the conclusion of the public hearing.

Notice of the hearing shall be published in a newspaper of general circulation in the county.

(e) A county with an existing zoning ordinance in conflict with this Section shall amend that zoning ordinance to comply with this Section within 120 days after the effective date of this amendatory Act of the 104th General Assembly.

(f) A county shall require an energy storage system to be sited as follows, with setback distances measured from the nearest edge of the nearest battery or other electrochemical or electromechanical enclosure:

Setback Description	Setback Distance
Occupied Community Buildings and Nonparticipating Residences or nonparticipating residence	150 feet from the nearest point of the outside wall of the occupied community building
Boundary Lines of Occupied Community Buildings and Nonparticipating Residences or nonparticipating property	50 feet to the nearest point on the property line of the occupied community building
Public Road Rights-of-Way	50 feet from the nearest edge of the right-of-way

(2) A county shall also require an energy storage system to be sited so that the facility's perimeter is enclosed by fencing having a height of at least 7 feet and no more than 25 feet.

This Section does not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, the Illinois Commerce Commission, the Federal Energy Regulatory Commission, and their designees or successors.

(g) A county may not set a sound limitation for energy storage systems that is more restrictive than the sound limitations established by the Illinois Pollution Control Board under 35 Ill. Adm. Code Parts 900, 901, and 910. After

commercial operation, a county may require the facility owner to provide, not more than once, octave band sound pressure level measurements from a reasonable number of sampled locations at the perimeter of the energy storage system to demonstrate compliance with this Section.

(h) The provisions set forth in subsection (f) may be waived subject to the written consent of the owner of each affected nonparticipating property or nonparticipating residence.

(i) A county may not place any restriction on the installation or use of an energy storage system unless it has formed a zoning commission and adopted formal zoning under Section 5-12007 and adopts an ordinance that complies with this Section. A county may not establish siting standards for supporting facilities that preclude development of an energy storage system.

(j) A request for siting approval or a special use permit for an energy storage system, or modification of an approved siting approval or special use permit, shall be approved if the request complies with the standards and conditions imposed in this Code, the zoning ordinance adopted consistent with this Section, and other State and federal statutes and regulations. The siting approval or special use permit approved by the county shall grant the facility owner a period of at least 3 years after county approval to obtain a building permit or commence construction of the energy storage system, before the siting approval or special use permit may become subject to revocation by the county. Facility owners may be granted an extension on obtaining building permits or commencing constructing upon a showing of good cause. A facility owner's request for an extension may not be unreasonably withheld, conditioned, or denied.

(k) A county may not adopt zoning regulations that disallow, permanently or temporarily, an energy storage system from being developed or operated in any district zones to allow agricultural or industrial uses.

(l) A facility owner shall file a farmland drainage plan with the county and impacted drainage districts that outlines how surface and subsurface drainage of farmland will be

restored during and following the construction or deconstruction of the energy storage system. The plan shall be created independently by the facility owner and shall include the location of any potentially impacted drainage district facilities to the extent the information is publicly available from the county or the drainage district and plans to repair any subsurface drainage affected during construction or deconstruction using procedures outlined in the decommissioning plan. All surface and subsurface damage shall be repaired as soon as reasonably practicable.

(m) A facility owner shall compensate landowners for crop losses or other agricultural damages resulting from damage to a drainage system caused by the construction of an energy storage system. The facility owner shall repair or pay for the repair of all damage to the subsurface drainage system caused by the construction of the energy storage system. The facility owner shall repair or pay for the repair and restoration of surface drainage caused by the construction or deconstruction of the energy storage facility as soon as reasonably practicable.

(n) County siting approval or special use permit application fees for an energy storage system shall not exceed the lesser of (i) \$5,000 per each megawatt of nameplate capacity of the energy storage system or (ii) \$50,000.

(o) The county may require a facility owner to provide a decommissioning plan to the county. The decommissioning plan may include all requirements for decommissioning plans in NFPA 855 and may also require the facility owner to:

(1) state how the energy storage system will be decommissioned, including removal to a depth of 3 feet of all structures that have no ongoing purpose and all debris and restoration of the soil and any vegetation to a condition as close as reasonably practicable to the soil's and vegetation's preconstruction condition within 18 months of the end of project life or facility abandonment;

(2) include provisions related to commercially reasonable efforts to reuse or recycle of equipment and components associated with the commercial offsite energy storage system;

(3) include financial assurance in the form of a reclamation or surety bond or other commercially available financial assurance that is acceptable to the county, with the county or participating property owner as beneficiary. The amount of the financial assurance shall not be more than the estimated cost of decommissioning the energy facility, after deducting salvage value, as calculated by a professional engineer licensed to practice engineering in this State with expertise in preparing decommissioning estimates, retained by the applicant. The financial assurance shall be provided to the county incrementally as follows:
(A) 25% before the start of full commercial operation;
(B) 50% before the start of the 5th year of commercial operation; and
(C) 100% by the start of the tenth year of commercial operation;
(4) update the amount of the financial assurance not more than every 5 years for the duration of commercial operations. The amount shall be calculated by a professional engineer licensed to practice engineering in this State with expertise in decommissioning, hired by the facility owner; and
(5) decommission the energy storage system, in accordance with an approved decommissioning plan, within 18 months after abandonment. An energy storage system that has not stored electrical energy for 12 consecutive months or that fails, for a period of 6 consecutive months, to pay a property owner who is party to a written agreement, including, but not limited to, an easement, option, lease, or license under the terms of which an energy storage system is constructed on the property, amounts owed in accordance with the written agreement shall be considered abandoned, except when the inability to store energy is the result of an event of force majeure or excused service interruption.
(p) A county may not condition approval of an energy storage system on a property value guarantee and may not

require a facility owner to pay into a neighboring property devaluation escrow account.

(q) A county may require that a facility owner provide the results and recommendations from consultation with the Department of Natural Resources that are obtained through the Ecological Compliance Assessment Tool (EcoCAT) or a comparable successor tool.

(r) A county may require an energy storage system to adhere to the recommendations provided by the Department of Natural Resources in an Agency Action Report under 17 Ill. Adm. Code 1075.

(s) A county may require a facility owner to:

(1) demonstrate avoidance of protected lands as identified by the Department of Natural Resources and the Illinois Nature Preserves Commission; or

(2) consider the recommendations of the Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserves Commission.

(t) A county may require that a facility owner provide evidence of consultation with the Illinois Historic Preservation Division to assess potential impacts on State-registered historic sites under the Illinois State Agency Historic Resources Preservation Act.

(u) A county may require that an application for siting approval or special use permit include the following information on a site plan:

(1) a description of the property lines and physical features, including roads, for the facility site;

(2) a description of the proposed changes to the landscape of the facility site, including vegetation clearing and planting, exterior lighting, and screening or structures; and

(3) a description of the zoning district designation for the parcel of land comprising the facility site.

(v) A county may not prohibit an energy storage system from undertaking periodic augmentation to maintain the approximate original capacity of the energy storage system. A county may not require renewed or additional siting approval

or special use permit approval of periodic augmentation to maintain the approximate original capacity of the energy storage system.

(w) A county that issues a building permit for energy storage systems shall review and process building permit applications within 60 days after receipt of the building permit application. If a county does not grant or deny the building permit application within 60 days, the building permit shall be deemed granted. If a county denies a building permit application, it shall specify the reason for the denial in writing as part of its denial.

(x) A county may require a single building permit and a reasonable permit fee for the facility which includes all supporting facilities. A county building permit fee for an energy storage system that does not exceed the lesser of (i) \$5,000 per each megawatt of nameplate capacity of the energy storage system or (ii) \$50,000 shall be considered presumptively reasonable. A county may require that the application for building permit contain:

(1) an electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices; and

(2) an equipment specification sheet.

(y) A county may require the facility owner to submit to the county prior to the facility's commercial operation a commissioning report meeting the requirements of NFPA 855 Sections 4.2.4, 6.1.3, and 6.1.5.5, as published in 2023, or the applicable Sections in the most recent version of NFPA 855.

(z) A county may require the facility owner to submit to the county prior to the facility's commercial operation a hazard mitigation analysis meeting the requirements of NFPA 855 Section 4.4 or the applicable Sections in the most recent version of NFPA 855.

(aa) A county may require the facility owner to submit to the county an emergency operations plan meeting the requirements of NFPA 855 Section 4.3.2.1.4, published in 2023.

improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

The road use agreement shall not require the facility owner to pay costs, fees, or charges for road work that is not specifically and uniquely attributable to the construction of the energy storage system. No road district or other unit of local government may request or require a fine, permit fee, or other payment obligation as a requirement for a road use agreement with a facility owner unless the amount of the fine, permit fee, or other payment obligation is equivalent to the amount of actual expenses incurred by the road district or other unit of local government for negotiating, executing, constructing, or implementing the road use agreement. The road use agreement shall not require the facility owner to perform or pay for any road work that is unrelated to the road improvements required for the construction of the commercial wind energy facility or the commercial solar energy facility or the restoration of the roads used by the facility owner during construction-related activities.

(gg) The provisions of this amendatory Act of the 104th General Assembly do not apply to an application for siting approval or special use permit for an energy storage system if the application was submitted to a county before the effective date of this amendatory Act of the 104th General Assembly.

# WASHINGTON COUNTY BOARD PROCLAMATION

## "Sexual Assault Awareness Month Proclamation"

April 2026

**Whereas**, women, children, and men are all victims of sexual assault, and it is estimated that 1 in 4 girls, and 1 in 20 boys as well as 1 in 3 women and 1 in 6 men will be victims at least once in their lifetimes; and

**Whereas**, rape and sexual assault impacts women, children, and men of all racial, cultural and economic backgrounds; and women, children, and homes, at school, at work, and on the streets; and

**Whereas**, women, children, and men suffer multiple types of sexual violence including acquaintance rape, ritual abuse, sexual harassment, child sexual molestation, prostitution, pornography, grooming, trafficking, and stalking; and

**Whereas**, emotional and physical scars resulting from sexual violence are often severe and long-lasting; and it is our responsibility to support rape survivors by treating them with dignity, compassion, respect; and

**Whereas**, S.A.F.E. is committed to ending sexual violence in our community and provides essential crisis intervention and prevention services to members of our coverage area; and it is critically important to hold perpetrators responsible for sexual attacks, and to prevent sexual violence at every opportunity.

**Now, Therefore**, I David Meyer Board Chairman of Washington County in the State of Illinois do hereby proclaim April 2026 Sexual Assault Awareness Month and reaffirm our commitment to addressing the issues of rape and sexual assault in Washington County, remembering sexual violence victims, supporting survivors, holding perpetrators responsible for committing sexual attacks and challenging societal myths and behaviors that perpetuate sexual violence in our community.

**In Witness whereof**, I have here unto subscribed my hand and caused the Great Seal of the County of Washington to be affixed this 14 day of April, 2026.

Chairman David A. Meyer

**WASHINGTON COUNTY CLERK & RECORDER  
REPORT OF COLLECTIONS  
COLLECTION FOR THE PERIOD 3/1/2026-3/31/2026**

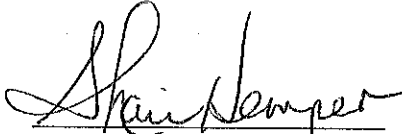
**MARCH 2026:**

**Beginning Balances:** \$ 2,087.34  
**Fees Collected:** 43,607.30  
**Total** \$ 45,694.64

**DISBURSEMENTS:**

Tax Redemptions \$ 19,625.57  
 Tax Redemptions Interest 1,236.13  
 Take Notice/Petitions .00  
 Laredo 704.60  
 Check Charge 34.00

**Disbursements** \$ 21,600.30  
**Balance: \$24,094.34**

  
 SHARI HEMPEN  
 CLERK/RECORDER  
 WASHINGTON COUNTY

MARCH 31, 2026

WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND) \$ 3,287.00  
 (G. I.S. RECORDER FUND) 173.00

ILLINOIS DEPT OF REVENUE:

(R.H.S.P. - \$18.00 PER 168 DOC) 3,024.00

IL DEPT. OF PUBLIC HEALTH

(\$4.00 SURCHARGE DEATH CERT) 24.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 30.00

NATALIE LYNCH, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 1,384.00

MYDEC – REAL ESTATE STAMP PAYMENT 2,551.00

NATALIE LYNCH, WASHINGTON CO TREASURER:

(DOCUMENT STORAGE FEES) 519.00

(FEE'S COLLECTED) 11,015.00

**TOTAL** \$22,007.00

**TOTAL DISBURSEMENT \$43,607.30**

*Remaining Balance Tax Redemption #130068: \$458.16*

*Tax Redemption #130041: \$207.91*

*Tax Redemption #140063: \$275.41*

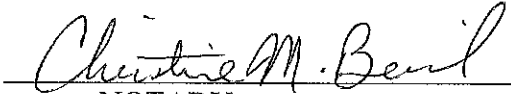
*Tax Redemption#2014-000054: \$927.26*

*Tax Redemption#2014-000058: \$218.60*

*Total remaining balance \$2,087.34*

TOTAL DISBURSEMENTS FOR THE MONTH OF MARCH 2026.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1<sup>st</sup> DAY OF APRIL 2026.

  
 NOTARY





2026-120

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

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

PLUM HILL TOWNSHIP

PERMANENT PARCEL NUMBER: 14-71-32-000-004

As described in certificate(s) : 2017-00109 sold January 2019

and it appearing to the that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, CALORI LLC, has bid \$828.00 for the County's interest, such bid having been presented to the at the same time it having been determined by the and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$78.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$828.00.

WHEREAS, your recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF WASHINGTON COUNTY, ILLINOIS, that the Chairman of the Board of Washington County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest on the above described real estate for the sum of \$300.00 to be paid to the Treasurer of Washington County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED this 14 day of April, 2026

ATTEST:

*Shari Henner*  
CLERK



*David R. Meyer*  
COUNTY BOARD CHAIRMAN



**Washington County**  
**Emergency Ambulance and Rescue Service**  
18046 Enterprise Avenue, Nashville, IL

Phone: (618) 327-3075

Fax: (618) 327-7281

**Monthly Report**

**Receipts/Billing**

March Income from Fees \$ 125,227.92 – **5yr Average** = \$ 88,427.11

2025 NET Income from Power Truck Shift - \$ 107,796.56

2026 NET Income from Power Truck Shift - \$ 26,445.72

**Total Expenses**

March Bills \$ 52,503.83

March Salaries \$ 84,934.89

**Total Calls for FY 2025                      5yr Average**

December 2025:      245   -      187

January 2026:        223   -      177

February 2026:      188   -      162

March 2026:          205   -      183

April 2026:            -           -

May 2026:             -           -

June 2026:            -           -

July 2026:             -           -

August 2026:         -           -

September 2026:    -           -

October 2026:        -           -

November 2026:     -           -

**2025 Totals: 861**

## Resolution

**WHEREAS**, the 2026 Motor Fuel Tax Oil and Bituminous Material Bids were opened at 7:00PM on April 1<sup>st</sup>, 2026 at an open meeting called by the Washington County Road and Bridge Committee, and

**WHEREAS**, the low Bidders and their corresponding prices for the various items are listed on the attached sheet, and

**WHEREAS**, a quorum of members of the Washington County Road and Bridge Committee were in attendance during the bid opening and found the bids were opened to their satisfaction recommending them to the full Board for award with the concurrence of the County Engineer.

**WHEREAS**, the County Engineer has reviewed the submitted bids and finds that the bid submittals and bid opening meet the Illinois Department of Transportation policy concerning the bid and the results shown on the attached sheet accurately represent the lowest responsible bids submitted. With this the County Engineer concurs with the recommendation of the Washington County Road and Bridge Committee.

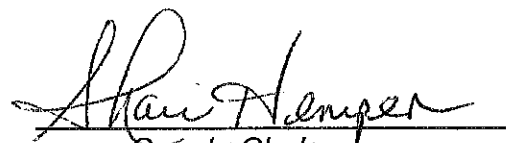
**NOW, THEREFORE, BE IT RESOLVED**, that the Washington County Board hereby accepts the bids as shown on the attached and authorizes the award of all items to the Bidders listed for the prices shown payable through the 2026 Motor Fuel Tax funds previously authorized by resolution.

STATE OF ILLINOIS    )  
                                  )SS  
WASHINGTON COUNTY )

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is a true, perfect, and complete copy of a Resolution adopted by the County Board of Washington County at its regular meeting held at Nashville, Illinois, on April 14th, 2026.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County, this 14th day of April A.D. 2026.



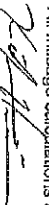
  
County Clerk

Washington County Highway Department  
 2026 Bituminous Materials Tabulation of Bids

Note: Low bidders for each bid item are shown in bold.

No.	Item	County/ Road District	Delivery	Unit	Budget Quantity	Bidder #1		Bidder #2		Bidder #3		Bidder #4	
						Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total	Unit Price	Bid Total
1	HFE-150	County & RDS	Furn & Applied	Ton	1,400	\$ 886.27	\$ 960,778.00	-	-	-	-	\$ 671.44	\$ 940,016.00
2	HFE-300	County & RDS	Furn & Applied	Ton	75	\$ 805.65	\$ 60,418.25	-	-	-	-	\$ 700.22	\$ 52,516.50
3	HFE 300 (Spec)	Irvington	Furnist/Mix	Ton	50	-	-	-	-	-	-	\$ 766.00	\$ 38,260.00
4	MC-800	Irvington	Furn & Applied	Ton	100	\$ 1,315.29	\$ 131,529.00	-	-	-	-	\$ 1,153.00	\$ 115,300.00
5	Bit Mix #1	Covington	Furn & Spread	Ton	800	-	-	\$ 75.00	\$ 45,000.00	-	-	-	-
6	Bit Mix #1	Hoyaleton	Furn & Spread	Ton	600	-	-	\$ 75.00	\$ 45,000.00	-	-	-	-
7	Bit Mix #1	Oakdale	Furn & Spread	Ton	500	-	-	-	-	\$ 78.50	\$ 39,250.00	-	-

The undersigned hereby attests that the results shown on this bid tabulation are accurate and each bidder has met the requirements as contained in the approved bid proposal. All mileage calculations using Google Maps shortest route.

  
 Washington County Engineer

**RESOLUTION**

**WHEREAS**, it is necessary to replace a damaged drainage structure, consisting of a 36" steel culvert, on TR 197, Sugar Creek Road, approximately 1000 feet east of Beacoup Township Line Road, Ashley Township, Section 30, Township 2 South Range 1 West; and

**WHEREAS**, the Road District Highway Commissioner has petitioned this Board through its Road and Bridge Committee for assistance under 605 ILCS 5/5-501 to replace said culvert and has agreed to pay fifty (50) percent of the final cost of the replacement, and

**WHEREAS**, the County Engineer has reviewed the replacement request, visited the site to inspect, has prepared a cost estimate for said repair and is in agreement with repair request, and

**WHEREAS**, the Washington County Road and Bridge Committee has reviewed said petition and has by voice vote recommended that the petition be sent to the County Board for approval; and

**WHEREAS**, the Committee finds the request to be in order at an estimated project replacement cost of \$5,440 as prepared by the County Engineer, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Washington County Board hereby authorizes the appropriation of \$2,720, or as much as may be required, to provide 50% of this structure's final cost, and that said appropriation is to be paid from the County Bridge Fund in accordance with 605 ILCS 5/5-501, and

STATE OF ILLINOIS     )  
                                      )SS  
WASHINGTON COUNTY)

I, Shari Hempen, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by Statute, do hereby certify that the foregoing is a true, perfect and complete copy of a Resolution adopted by the County Board of Washington County at its regular meeting held in Nashville, Illinois on April 14<sup>th</sup>, 2026.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seal of said County at my office in Nashville, Illinois in said County this 14th day of April A.D., 2026.



*Shari Hempen*  
County Clerk





# WASHINGTON COUNTY SHERIFF'S OFFICE



**ROSS SCHULTZE**  
SHERIFF

I, CHARLES CARROLL, CHIEF DEPUTY OF THE WASHINGTON COUNTY SHERIFF'S OFFICE, STATES THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF MARCH 2026.

FEES EARNED	\$ 250.00
FEES COLLECTED AND PAID TO THE COUNTY TREASURER	\$ 48,214.98
DIETING PRISONERS	\$ 3,550.61
PATROL MILEAGE	\$ 5,500.33
SALARIES	\$ 141,764.87
BILLS	\$ 82,521.08
FEDERAL HOUSING/TRANSPORT	\$ 22,384.00

MOTOR VEHICLE ACCIDENTS	Total: 20
BURGLARIES/THEFTS	Total: 6
DOMESTICS	Total: 13
TRAFFIC STOPS	Total: 76
CRIMINAL ARRESTS .....	15
TRAFFIC ARRESTS .....	12
TRAFFIC WARNINGS .....	64
COUNTY INMATES .....	3
FEDERAL INMATES .....	10

Charles S. Carroll  
Chief Deputy  
Washington County Sheriff's Office

245 N. Kaskaskia St. Nashville, Illinois 62263  
618-327-8274 (Office) \* 618-327-8275 (Fax)  
www.wcso-il.com

**STATE'S ATTORNEYS REPORT**

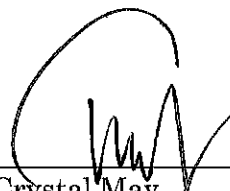
To: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to her from March 1, 2026, to March 31, 2026.

I further report that the foregoing fees were paid by me to Natalie Lynch, Washington County Treasurer

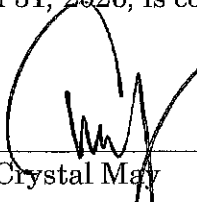
**REPORT OF FEES COLLECTED AND PAID**

March 2026 – State's Attorney General Fund:	\$ 511.02
March 2026 – State's Attorney Drug Prevention Fund:	\$ 6.25
March 2026 – State's Attorney Automation Fund:	\$ 118.50
March 2026 – Restitution Received:	\$ 246.43

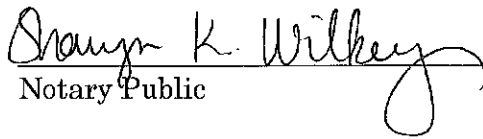
  
 \_\_\_\_\_  
 Crystal May  
 Washington County State's Attorney  
 Washington County Judicial Center  
 125 E. Elm St., Nashville, IL 62263  
 (618) 327-4800 ext. 320

State of Illinois                    )  
   ) ss.  
 County of Washington         )

I, Crystal May, State's Attorney for Washington County being first duly sworn on oath, depose and say that the foregoing report of receipts and disbursements of the Office of the State's Attorney from March 1, 2026, to March 31, 2026, is correct to the best of my knowledge and belief.

  
 \_\_\_\_\_  
 Crystal May

Subscribed and sworn to before me this 7 day of April, 2026.

  
 \_\_\_\_\_  
 Notary Public



WASHINGTON COUNTY RESOLUTION 2026-123

**RESOLUTION AUTHORIZING PARTICIPATION IN NATIONAL OPIOID  
SETTLEMENTS WITH SIX REMNANT DEFENDANTS  
AND RATIFYING EXECUTION OF SETTLEMENT DOCUMENTS**

**WHEREAS**, Washington County has previously participated in settlement with various companies regarding the national opioid epidemic through the State of Illinois and the Opioids Implementation Administrator; and,

**WHEREAS**, six remnant regional distributors/dispenser defendants have reached respective settlements through the Opioids Implementation Administrator; and,

**WHEREAS**, Washington County government has been advised that it may participate in said settlements by the Opioids Implementation Administrator; and,

**WHEREAS**, in order to participate in and receive proceeds from said settlements, it is necessary for certain documents to be executed on behalf of Washington County government; and,

**WHEREAS**, the State's Attorney and Treasurer have both been involved in prior settlements and in review of applicable settlement documents; and,

**WHEREAS**, in order to comply with imposed time restraints, the State's Attorney has executed the applicable settlement documents.

**NOW, THEREFORE, BE IT RESOLVED** by the Washington County Board that Washington County shall participate in the opioid settlement with the six remnant regional distributors/dispenser defendants through the Opioids Implementation Administrator; and,

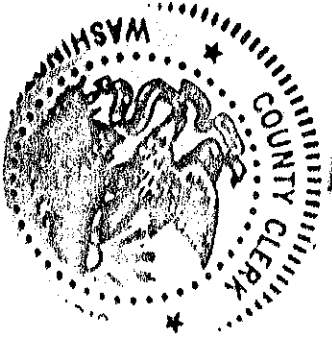
**BE IT FURTHER RESOLVED**, that the State's Attorney of Washington County, and the Treasurer of Washington County, are each hereby individually authorized to execute any and all necessary documents for participation in said settlements on behalf of Washington County, and any prior acts taken by any Washington County official in this regard are hereby ratified.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Washington County, Illinois, to be affixed this 14 day of April, 2026.

David A. Meyer  
David Meyer, Chairman  
Washington County Board

ATTEST:

Shari Hempen  
Shari Hempen,  
Washington County Clerk



Account Number	Description	Beg Balance	Receipts	Disbursements	End Balance
	GENERAL FUND CHECKING	1,441,427.13	368,127.61	622,749.77	1,186,804.97
	TOTAL FUNDS:GENERAL FUND	1,441,427.13	368,127.61	622,749.77	1,186,804.97
	GENERAL FUND INVESTMENTS	118,051.87	739.47	0.00	118,791.34
	VETERANS ASSISTANCE BALANCE	-3,088.73	0.00	5,677.04	-8,765.77
	DRUG ENF TASK FORCE BALANCE	418.72	0.00	0.00	418.72
	HEALTH DEPARTMENT BALANCE	568,048.61	45,421.80	61,807.03	551,663.38
	WASH CO. EMERG SERVICE BALAN	609,272.25	125,479.50	130,983.44	603,768.31
	IMRF & SOCIAL SECURITY BALAN	2,886,747.00	109,468.04	161,758.92	2,834,456.12
	RECORDER'S AUTOMATION BALANC	31,808.43	1,138.00	0.00	32,946.43
	COUNTY COURT FUND BALANCE	254,756.62	1,157.12	38,683.52	217,230.42
	AUTOMATION BALANCE	178,812.08	1,170.21	0.00	179,982.29
	LAW LIBRARY BALANCE	6,240.78	510.25	1,106.99	5,644.04
	CHILD SUPPORT BALANCE	148,436.20	4.42	0.00	148,440.62
	PROBATION BALANCE	269,080.57	652.94	0.00	269,733.51
	L. DUECKER BALANCE	1,913.81	0.00	0.00	1,913.81
	DUI EQUIPMENT BALANCE	16,979.13	350.51	0.00	17,329.64
	EMINENT DOMAIN BALANCE	0.00	0.00	0.00	0.00
	SHERIFF'S DRUG BALANCE	62,192.89	727.47	0.00	62,920.36
	TAX SALE AUTOMATION BALANCE	39,657.83	10.61	0.00	39,668.44
	INDEMNITY BALANCE	105,268.06	40.04	0.00	105,308.10
	INHERITANCE BALANCE	0.00	0.00	0.00	0.00
	UNKNOWN HEIRS BALANCE	0.00	0.00	0.00	0.00
	COUNTY HIGHWAY BALANCE	1,799,478.34	3,549.85	51,645.65	1,751,382.54
	COUNTY BRIDGE BALANCE	1,051,654.30	761.16	34,772.58	1,017,642.88
	MATCHING FUNDS BALANCE	1,662,179.66	761.16	0.00	1,662,940.82
	COUNTY MOTOR FUEL TAX BALANCE	2,324,985.45	43,666.36	0.00	2,368,651.81
	ROAD DIST MOTOR FUEL BALANCE	3,219,932.06	135,363.54	16,897.16	3,338,398.44
	TOWNSHIP BRIDGE BALANCE	150,515.26	3.46	0.00	150,518.72
	WASH. COUNTY TORT LIABILITY	1,157,723.10	0.00	0.00	1,157,723.10
	SOLID WASTE PROGRAM	108.93	1,000.00	79.45	1,029.48
	STATES ATTORNEY DRUG PREVENT	48,869.27	25.76	0.00	48,895.03
	SECURITY FEES FUND	7,518.56	2,448.31	0.00	9,966.87
	SALE IN ERROR FUND	141,407.62	53.21	0.00	141,460.83
	DOCUMENT STORAGE FUND	377,747.83	1,195.27	0.00	378,943.10
	RECORDERS SPECIAL FUND	21,696.98	142.00	0.00	21,838.98
	G.I.S. MAPPING FUND	91,362.15	2,700.26	0.00	94,062.41
	CLERK OPERATIONS ADD-ONS	78,110.25	280.30	0.00	78,390.55
	POLICE VEHICLE FUND	3,649.93	0.11	0.00	3,650.04
	WASH CO PET POPULATION	5,337.53	100.00	0.00	5,278.53
	CONTROL FUND			159.00	
	PRAIRIE STATE REVENUE FUND	4,617,916.23	203.00	0.00	4,618,119.23
	DOG AND CAT WELFARE FUND	61,174.80	4,505.00	469.00	65,210.80
	CORONERS FUND	3,156.56	600.00	0.00	3,756.56
	GENERAL OBLIGATIONS BONDS 2010			0.00	
	ELECTRONIC CITATION FUND	10,721.85	24.32	0.00	10,746.17
	DEBT SERVICE FUND	0.00	0.00	0.00	0.00
	STATE'S ATTORNEY AUTOMATION	23,793.70	74.00	0.00	23,867.70
	CO CLERK DOCUMENT STORAGE	33,397.00	426.00	0.00	33,823.00

# WASHINGTON COUNTY BUDGETARY STATUS

**Fund 001 COUNTY GENERAL FUND**  
**Department**  
 WASHINGTON COUNTY  
 Period Ending Date: March 31, 2026

Account Number Account Name	Previous Actual	Original Budget	Adjustments to Budget	Current Total Budget	Month-to-date Actual	Current Year-to-date Actual	Current Budget Balance	Percentage Spent/Received
Fund 001 COUNTY GENERAL FUND								
Fiscal Year 2026								
Department 00								
Revenues								
00-401.00 COUNTY PROPERTY TAXES	2,770,216.00	3,096,718.58	0.00	3,096,718.58	0.00	80,024.00	3,016,694.58	2.58%
00-402.00 COUNTY PROPERTY TAXES PRIOR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-402.01 INT ON PROPERTY TAX -PRIOR YRS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-403.00 INTEREST ON PROPERTY TAXES	50,865.02	0.00	0.00	0.00	0.00	45,623.42	-45,623.42	100.00%
00-404.00 MOBILE HOME TAX	808.56	0.00	0.00	0.00	0.00	1,395.81	-1,395.81	100.00%
00-404.01 INTEREST ON MOBILE HOME TAX	1,577.30	0.00	0.00	0.00	0.00	5,885.70	-5,885.70	100.00%
00-405.00 SALES TAX/USE TAX	1,270,573.81	1,237,000.00	0.00	1,237,000.00	119,572.09	441,933.92	795,066.08	35.73%
00-411.00 STATE INCOME TAX	1,118,942.11	1,145,000.00	0.00	1,145,000.00	63,509.78	340,919.96	804,080.04	29.77%
00-412.00 REPLACEMENT TAX	275,143.68	305,112.00	0.00	305,112.00	14,579.30	60,725.37	244,386.63	19.90%
00-413.00 CORONER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-413.01 ENERGY GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-413.02 HAZARD MITIGATION GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-413.99 GRANT INCOME: COVID RELIEF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-414.00 PLAT BOOK SALES	1,220.00	0.00	0.00	0.00	0.00	155.00	-155.00	100.00%
00-415.00 ASSESSORS SALARY REIMBURSEMENT	14,122.28	32,600.00	0.00	32,600.00	2,664.58	10,658.32	21,941.68	32.69%
00-415.01 COUNTY BOARD REIMBURSEMENT:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-416.00 STATES ATTY REIMBURSEMENTS	147,043.20	135,892.65	0.00	135,892.65	12,863.98	51,455.92	84,436.73	37.87%
00-416.01 STATES ATTY GRANT ADVOCATE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
00-416.02 STATES ATTORNEY DUI PROSECUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

WASHINGTON COUNTY, ILLINOIS  
ORDINANCE NO. 2026- 124

REGARDING THE SPECIAL USE PERMIT APPLICATION OF ADDISON SOLAR, LLC  
TO CONSTRUCT AND OPERATE A COMMERCIAL SOLAR ENERGY FACILITY  
PARCEL: 12-06-22-100-001

**WHEREAS**, Applicant Addison Solar, LLC applied for a Special Use Permit to construct and operate a 5.0 MW AC Commercial Solar Energy Facility on approximately 38 acres of land on the above referenced parcel in Washington County, Illinois (the "Project");

**WHEREAS**, the Special Use Permit Application of Addison Solar, LLC was noticed for public hearing pursuant to 55 ILCS 5/5-12009.5 of the Illinois Counties Code;

**WHEREAS**, the Washington County Zoning Board of Appeals (the "ZBA") held a public hearing on February 26, 2026, related to the Special Use Permit Application of Addison Solar, LLC;

**WHEREAS**, the ZBA heard evidence regarding the Special Use Permit Application for the Project and made Findings of Fact and recommended Conditions (*attached hereto as Exhibit A: Findings of Fact; Exhibit B: Conditions*) to ensure compliance with the law and for the health, safety, and welfare of the community;

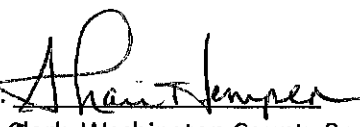
**WHEREAS**, the County Board has reviewed the Findings of Fact and Recommended Conditions and adopts said written Findings of Fact and Conditions as part of this Ordinance; and

**WHEREAS**, that prior to the approval of a Building Permit for the Project, and during all phases of operation, the County Board finds that certain conditions are in the best interests of the County.

**NOW, THEREFORE, BE IT ORDAINED** by the Washington County Board that the Findings of Fact are well founded and adopted hereto, and that the Special Use Permit Application of Addison Solar, LLC is approved subject to the Conditions and continued compliance with all applicable ordinances, conditions, state and federal law and regulations.

**PRESENTED, APPROVED, AND ADOPTED** by the County Board of Washington County, Illinois, this 14th day of April 2026, by a vote of 13 ayes, 0 nays, and 2 absent.

  
Chair, Washington County Board

ATTEST:   
Clerk, Washington County Board



\*\*\*END OF DOCUMENT\*\*\*

**EXHIBIT A**

**FINDINGS OF FACT AND CONDITIONS**

**WASHINGTON COUNTY, ILLINOIS  
WASHINGTON COUNTY ZONING BOARD OF APPEALS  
FINDINGS AND RECOMMENDATION TO THE WASHINGTON COUNTY BOARD  
REGARDING THE SPECIAL USE PERMIT APPLICATION OF:  
ADDISON SOLAR, LLC  
FEBRUARY 26, 2026**

**I. Applicant:**

The applicant, Addison Solar, LLC, is a wholly owned subsidiary of Cultivate Power, LLC (collectively the "applicant," "developer," or "owner/operator").

**II. Project Summary:**

Applicant seeks to construct and operate a commercial solar energy facility (the "Project"), to be located on approximately 38 acres of private land located in Okawville, Illinois, within the jurisdiction of Washington County (the "site"). The 5.0 MWac Project will contain rows of Photovoltaic (PV) cell modules mounted on posts set in the ground. The Project will be a self-contained, low impact development requiring little to no municipal services. The anticipated power output of the Project is approximately 8 million kilo-watt hours (kWh) annually, enough to power approximately 900 homes.

**III. Application:**

Applicant submitted a written special use permit application on December 22, 2025, and a public hearing was set for February 26, 2026.

**IV. Hearing Process:**

As required by the Illinois Counties Code (55 ILCS 5/5-12009, 55 ILCS 5/5-12009.5, and 55 ILCS 5/5-12020), the Washington County Zoning Board of Appeals (the "ZBA") held a public hearing on this matter at the County Board Room, 2nd Floor, Old Courthouse Building, 101 E. St. Louis, Street, Nashville, Illinois 62263, on February 26, 2026. The application was called for hearing, and the applicant submitted evidence and was subject to cross examination by the ZBA and members of the public. At the conclusion of the public hearing, the ZBA deliberated as to the issues presented and made Findings of Fact and a Recommendation to the Washington County Board (the "County Board"), as memorialized herein.

**The following witnesses testified at the public hearing:**

**On behalf of the Applicant:**

- Bernardo Urdaneta, Project Developer, Cultivate Power
- Matthew Heimerman, Civil Engineering, Westwood
- Allie Leach, Transportation and Road Use, Westwood
- Kelly McKeough, Decommissioning and Cost Estimate, Westwood

**In Support of the Project:**

- Other than the Applicant and Applicant’s witnesses, no person testified in support of the Project.

**In Opposition/Neutral to the Project:**

- No person testified in opposition to the Project.

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

**Applicant Exhibits:**

Applicant Group Ex. 1	<p>Written Application dated 12/22/25, including all exhibits therein</p> <ul style="list-style-type: none"> <li>- <u>Exhibit A</u>: Washington County Application for Special Use Permit</li> <li>- <u>Exhibit B</u>: Solar Overview</li> <li>- <u>Exhibit C</u>: Construction Overview</li> <li>- <u>Exhibit D</u>: Vegetation, Operations &amp; Maintenance, and Weed Control Plan</li> <li>- <u>Exhibit E</u>: Zoning Site Plan (revised)</li> <li>- <u>Exhibit F</u>: Decommissioning Plan and Cost Estimate (revised)</li> <li>- <u>Exhibit G</u>: EcoCAT Consultation</li> <li>- <u>Exhibit H</u>: USFWS IPaC Results</li> <li>- <u>Exhibit I</u>: Consultation with IL SHPO</li> <li>- <u>Exhibit J</u>: Agricultural Impact Mitigation Agreement (AIMA)</li> <li>- <u>Exhibit K</u>: Noise Impact Assessment (revised)</li> <li>- <u>Exhibit L</u>: Preliminary Emergency Response Plan (revised)</li> <li>- <u>Exhibit M</u>: Demonstration of Site Control</li> <li>- <u>Exhibit N</u>: Natural Resource Inventory Request</li> <li>- <u>Exhibit O</u>: Engineer’s Certificate</li> <li>- <u>Exhibit P</u>: Road Use Agreement Bond Form</li> <li>- <u>Exhibit Q</u>: Study of Health and Safety Impacts of Solar Photovoltaics</li> <li>- <u>Exhibit R</u>: Real Estate Adjacent Property Value Impact Report</li> </ul>
Applicant Hearing Ex. 2	Ohio Department of Public Health – Solar Farm and Photovoltaics Summary and Assessments

**V. Applicable Standards:**

The ZBA has considered the written application and all evidence presented at public hearing in light of the criteria of the Washington County Commercial Solar Energy Facility Siting Ordinance (the “Ordinance”), which governs the siting of commercial solar energy facilities in Washington County, Illinois.

**VI. Evidence:**

All evidence submitted by written application, written evidence, and oral presentation during the public hearing process has been considered, except for that evidence specifically excluded. The oral evidence is reflected in the stenographic record. Documentary evidence and the stenographic record is kept by the

Washington County Board Office, located at the Washington County Courthouse, 125 East Elm Street, Nashville, Illinois 62263.

**VII. Findings of Fact:**

**VII(A) – Assessment of Application Requirements:**

- A. Siting Approval.** To obtain siting approval, the applicant must first submit a special use permit application to the County.

Applicant submitted a written application on or about December 22, 2025.

- B. Special Use Permit Application.** The special use permit application shall contain or be accompanied by the following information:

1. A commercial solar energy facility 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) the type(s) of solar panels, cells, and modules; (iv) the number of solar panels, cells, and modules; (v) the maximum height of all solar panels at full tilt; (vi) the number of substations; (vii) a project site plan, project phasing plan, and project construction timeline; and (viii) the general location of the project; and (b) a description of the applicant, owner, and operator, including their respective business structures.

Applicant seeks a special use permit for the development of a commercial solar energy facility on approximately 34 acres of private land located at 14736 Hen House Road, Okawville, Illinois 62271. The 5.0 MWac project will be contain rows of Photovoltaic (PV) cell modules mounted on posts set in the ground. The basic components of the solar energy facility include PV modules, inverters, combiner boxes, transformers, wires and conductor cables, structural racking system for PV modules, an access road, and perimeter fencing. The useful life of the solar panels is typically 35 years. Applicant commits that there will be no battery storage on the site.

The 34 acres of development will be located on parcel ID: 12-06-22-100-001.

- (i) The generating capacity of the project is 5.0 MW-ac +/-.
- (ii) The project currently anticipates solar panels manufactured by JA Solar Technology and inverters manufactured by Yaskawa Solectria Solar.
- (iii) The anticipated solar panels are JA Solar JAM72S40 and anticipated inverter is Solectria XGI 1500-250.
- (iv) There will be approximately 12,402 solar modules in the project.
- (v) The modules are no more than 15 feet high at full tilt.
- (vi) There are no substations proposed for the project.
- (vii) The site plan is provided as Exhibit E of the written application. A construction overview is provided as Exhibit C.
- (viii) The general project location is shown in site plans noted.

- 2. The name(s), address(es), and phone number(s) of the applicant, owner and operator, and all property owner(s), if known, and documentation demonstrating land ownership or legal control of the property.**

Applicant is the intended operator of the project. Applicant entered into an option to lease agreement with landowners Larry and Mary Aholt on August 22, 2025, which was recorded with the County Recorder's Office (Exhibit M).

Contact information is as follows:

Applicant/Owner/Operator: Addison Solar, LLC  
30 W. Hubbard Street, Suite 400  
Chicago, Illinois 60654  
(224) 362-1292

Landowner: Larry and Mary Aholt  
14736 Hen House Road, Okawville, Illinois 62251  
(618) 974-3723

Legal Description: The West One-Half of the Northwest Quarter of Section 22, Township 1 South, Range 4 West of the Third Principal Meridian, EXCEPT a tract 20 feet square in the Northeast corner of the Northwest Quarter of the West Quarter of said Section 22, situated in Washington County, Illinois.

- 3. A site plan for the commercial solar energy facility showing the planned location of solar panels, including legal descriptions for each site, participating and nonparticipating residences, occupied community buildings, parcel boundary lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, substation(s), operations and maintenance buildings, electrical cabling to the substation(s), ancillary equipment, third party transmission lines, the location of any wetlands, flood plan, drainage structures including surface ditches and subsurface drainage lines, underground mines, scenic and natural areas within one thousand five hundred (1,500) feet of the proposed commercial solar energy facility, and the layout of all structures within the geographical boundaries of any applicable setback.**

The site plan is included in the written application. (Exhibit E)

- 4. A proposed decommissioning plan for the commercial solar energy facility.**

A proposed decommissioning plan is included in the written application. (Exhibit F) Applicant will provide an updated decommissioning plan and cost estimate without use of salvage value prior to the issuance of a building permit.

- 5. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of the Ordinance.**

Applicant submitted its studies, reports, certifications, and approvals as attachments to the written application, except as otherwise noted herein.

6. **An Agricultural Impact Mitigation Agreement (“AIMA”) executed between the applicant and the Illinois Department of Agriculture.**

An executed AIMA has been included with the application. (Exhibit J)

7. **The topographic map shall include the commercial solar energy facility site and the surrounding area.**

A topographic map of the site has not been included with the written application.

8. **Any other information normally required by the County as part of its permitting requirements for siting buildings or other structures.**

No other information was requested at the time of the public hearing.

9. **Waivers from the setback requirements executed by the occupied community building owners and/or the nonparticipating property owners bearing a file stamp from the Washington County Recorder of Deeds confirming that the waiver was recorded against title to the affected real property.**

Applicant represents that the project is designed to be set back with a distance that meets State and County regulations, with a single access road and vegetative screening installed between the Project fence and adjacent roads to the west and south.

10. **Results and recommendations from the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool or a comparable successor tool.**

Natural Resource Review Results from an IDNR EcoCAT was included in the written application as required by the Ordinance and 55 ILCS 5/5-12020 (Exhibit G). Consultation is terminated.

11. **Results of any United States Fish and Wildlife Service’s Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service’s solar wildlife guidelines.**

The results of the IPaC are included in the written application (Exhibit H). The Indiana Bat, Whooping Crane, and Monarch Butterfly are potentially affected in this location. There are no critical habitats at this location.

12. **Information demonstrating that the commercial solar energy facility will avoid protected lands.**

The consultation with the Illinois State Historic Preservation Office is provided in the written application (Exhibit I). Review of the ILAS, HARGIS, and the NRHP indicated that no archaeological sites, historic cemeteries, reported historic buildings or structures, or NRHP sites are reported to overlap the Project area. The majority of the Project area is

overlapped by a HPA for unknown cultural resources, as designated by the IHPD, associated with the Plum Creek. A Phase I archaeological survey of the high probability areas will be required by the State Historic Preservation Office.

13. Any other information required by the County to evaluate the application and operation of the commercial solar energy facility and demonstrate the facility meets each of the regulations in the Ordinance, including the special use permit standards set forth below.

Applicant testified that their plan is to develop the project and then sell it prior to construction.

#### **VII(B) – Assessment of Design and Installation Requirements:**

##### **A. Design Safety Certification.**

1. Commercial solar energy facilities shall conform to applicable industry standards, including those of the American National Standards Institute (“ANSI”). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (“UL”), or an equivalent third party. All solar panels, cells, and modules; solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems shall be new equipment commercially available; no used or experimental equipment shall be used without the approval of a variance by the County Board.

The Applicant will follow all applicable local, state, and federal requirements including ANSI standards and equipment with UL listings. Once final equipment is determined prior to issuance of the building permit, the applicant will supply final equipment data sheets with UL listings. Additional information on the proposed equipment is included in the site plans (Exhibit E).

2. Following the granting of siting approval under the Ordinance, a structural engineer shall certify, as part of the commercial solar energy facility building permit application process, that the design of the commercial solar energy facility is within accepted professional standards, given local soil, subsurface and climate conditions.

A letter by a structural engineer certifying the design is included in the written application (Exhibit O).

- ##### **B. Electrical Components.** All electrical components of the commercial solar energy facility shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g., ANSI and International Electrical Commission).

N/A at this time.

##### **C. Height.**

1. No component of a solar panel, cell or modules may exceed twenty (20) feet in height above the ground at full tilt.

Maximum height of panels at full tilt is generally between 8 and 12 feet, well below the 20-foot requirement noted in the ordinance.

**D. Aesthetics and Lighting.**

1. **Vegetative Screening:** A vegetative screen shall be provided for any part of the commercial solar energy facility that is visible to nonparticipating residence. The landscaping screen shall be located between the required fencing and the property line of the participating parcel upon which the facility sits. The vegetative screening shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native grasses and other native flowering plants.

Applicant provided a vegetative screening plan in the written application (Exhibit D). The Project is currently bordered to east by existing vegetation including 20-50-foot-tall trees which will be left in place to support visual screening. In locations facing public roads, applicant has proposed vegetative screening to be installed, including along the west and south sides of the Project. Proposed vegetative screening will include a combination of evergreen trees and shrubs. The participating landowner has provided input regarding the vegetative screening around their residence.

2. **Lighting:** If lighting is provided at the commercial solar energy facility, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.

Applicant indicates that no lighting is being proposed on the project site.

3. **Intra-Project Power and Communication Lines:** All power lines used to collect power and all communication lines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement until same reach the property line or a substation adjacent to the property line.

Applicant represents that all intra-project power lines will be buried in compliance with all local, state, and federal laws, including the AIMA agreement.

4. **Weed/grass control:** Applicant must present an acceptable weed control plan for property inside and outside fenced area for entire property. The operating company during the operation of the solar farm must maintain the fence and adhere to the weed/grass control plan. If the operating company does not there can be a fine of \$500.00 to \$1,000.00 per week if the fence is not secure or the weed/grass control plan is not followed.

The Noxious Weed Control Plan is included in the written application (Exhibit D). Applicant shall provide a Vegetation Management Plan and Weed/Grass Control Plan prior to issuance of a Building Permit.

**E. Fencing.**

1. A fence of at least six (6) feet and not more than twenty-five (25) feet in height shall enclose and secure the commercial solar energy facility.

Applicant indicated in its written application that the project will be surrounded by a seven (7) foot tall security perimeter fence per National Electric Code regulations.

**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.

The Project will have a sign with an emergency contact number at the site entrance. Additional signage will be placed around the perimeter of the Project consistent with ANSI standards.

**G. Setback Requirements.**

1. The setback requirements for nonparticipating properties may be waived by the written consent of the owner(s) of each affected nonparticipating property. Applicant does not need to obtain a variance from the County upon waiver by the property owner of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be recorded with the Recorder of Deeds of the County.

The project meets or exceed all required setbacks. See Site Plan (Exhibit E).

**H. Use of Public Roads.**

1. An applicant proposing to use any County, municipality, township, or village road(s), for the purpose of transporting commercial solar energy facility or substation parts and/or equipment for construction, operation, or maintenance of the commercial solar energy facility or substation(s) shall:
  - 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 in writing by the respective road district commissioner and the County engineer prior to the granting of the building 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 reasonable 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 commercial solar energy facility 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 reasonable satisfaction shall be provided. Applicant shall submit a draft form of said financial assurance with application for special use permit.**
  
- c. Prior to any building permit, 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;**

**The road use agreement shall require the applicant to be responsible for the reasonable cost of improving roads used to construct the commercial solar energy facility and the reasonable cost of repairing roads used by the facility owner during construction of the commercial solar energy facility so that those roads are in a condition that is safe for the driving public after the completion of the commercial solar energy facility construction. Roadways improved in preparation for and during the construction of the commercial solar energy facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.**

A draft Road Use Agreement Bond was provided with the written application (Exhibit P). All ordinance requirements including the road use agreement will be supplied by the applicant during the ordinance required timeline (prior to building permit). Applicant testified they are willing to enter into road use agreements with the village and township road authorities and abide by the RUA and bond requirements.

3. All repairs and improvement 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 may retain a 3rd party engineer to conduct any studies for the County at the developer or owner's expense. The County's road use agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, must be approved by the County Board prior to the Board's approval of any commercial solar energy facility building permit applications related to the construction of the proposed commercial solar energy facility.

Applicant will comply with this requirement.

- I. **Site Assessment.** To ensure that the subsurface conditions of the site will provide proper support for the commercial solar energy facility and soil restoration, the applicant, at its expense, shall provide soil and geotechnical boring reports to the County engineer as part of its commercial solar energy facility building permit. The applicant shall follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil and Water Conservation District (or equivalent regulatory agency). Also, the applicant shall submit grading plans for the proposed substations for review and comment by the County Soil and Water Conservation District prior to the issuance of any commercial solar energy facility building permit for the construction of said substations.

N/A at this time.

- J. **Noise Levels.** Noise levels from Commercial Solar Energy Facilities shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics necessary for a competent noise analysis. The applicant, through the use of a qualified professional, shall appropriately demonstrate compliance with the applicable noise requirements in its special use permit application.

The solar energy system produces minimal sound during the day and no sound overnight. The main source of noise is from the inverters, but this noise cannot be heard beyond the Project boundary. The inverter is rated at 85 dBA, which is comparable to a refrigerator hum at a distance of 30 feet. The Project will comply with noise standards in accordance with the Illinois Noise Pollution Control Board. A Noise Assessment for the Project has been completed and included with the written application (Exhibit K). Applicant will provide an updated noise study prior to issuance of a building permit.

- K. **Agricultural Impact Mitigation.** Pursuant to 505 ILCS 147/15(a), the applicant, at its expense, shall enter into an Agricultural Impact Mitigation Agreement ("AIMA") with the Illinois Department of Agriculture prior to any public hearing required before a siting decision on the commercial solar energy facility application. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the applicant pursuant to the terms of the AIMA with the Illinois Department of Agriculture. The applicant shall submit the executed AIMA to the County as part of the special use permit application.

An executed Agricultural Impact Mitigation Agreement has been provided with the written application (Exhibit J). Applicant commits to a 100% decommissioning bond funding prior to start of construction without use of salvage value in its calculation of the decommissioning costs.

- L. **As-Built Maps and Plans.** Within sixty (60) calendar days of completion of construction of the commercial solar energy facility, the applicant, owner, or operator shall deliver “as-built” maps, site plan and engineering plans for the commercial solar energy facility that have been signed and stamped by a professional engineer and a licensed surveyor.

The Applicant will supply completed documents in compliance with the ordinance within the required (60) day timeline after the completion of construction.

- M. **Engineer’s Certificate.** The commercial solar energy facility 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 specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface and climate conditions. The commercial solar energy facility engineer’s certificate shall be a public record and shall be submitted as part of the special use permit application.

Applicant provided the Engineer’s Certificate with the written application (Exhibit O).

- N. **Conformance with Approved Application and Plans.** The applicant shall construct and operate the commercial solar energy facility in substantial conformance with the construction plans contained in a County-approved submitted special use permit application(s), conditions placed upon the operation of the facility, the Ordinance and all applicable state, federal and local laws, and regulations.

The Applicant will comply with all local, state, and federal rules and regulations, including the conditions of the land use permit and in substantial conformance with the submitted and approved application materials.

#### VII(C) – Assessment of Hearing Factors:

1. **The establishment, maintenance or operation of the commercial solar energy facility will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;**

Addison Solar will be a safe facility that is not expected to significantly impact the well-being of local residents. Solar energy facilities are very safe, with simple and proven technologies. The Project will be constructed according to all required building and electrical codes and safety measures. The Project has submitted a draft Emergency Response Plan for coordination with the procedures and guidelines for operations, maintenance and safety of the facility (Exhibit L). Applicant has agreed to reimburse the county for any expenses related to emergency response to the site.

The Project will be taxed according to Public Act 100-0781 based on its MW size, resulting in an increase in property taxes that will support taxing bodies such as Washington County, Okawville

Township, Community Unit District 10, Kaskaskia Community College, and the Okawville Fire District. Based on prevailing tax rates, Applicant projects that the Project will generate approximately \$588,270 of additional taxes to the local taxing districts over the 40 years of operation.

The Applicant provided a study from North Carolina State University (Exhibit Q) titled, "Health and Safety Impacts of Solar Photovoltaics." The purpose of the study is to address and alleviate concerns of public health and safety for utility-scale solar PV projects. The study concludes that the negative health and safety impacts of utility-scale PV development were shown to be negligible, while the public health and safety benefits of installing these facilities are significant and far outweigh any negative impacts.

- 2. The commercial solar energy facility will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values of surrounding properties;**

The Project is located on a parcel that has been historically used for agricultural purposes and is not expected to have significant impact on surrounding properties. Applicant provided a vegetative screening in the site plan (Exhibit E) which will ultimately hide the solar array.

The Applicant provided an Adjacent Property Value Impact Report (Exhibit R) by CohnReznick dated March 25, 2025. This report analyzes the potential impacts of the Addison Solar project on adjacent property values. The data shows no negative trend of property values is evident for properties adjacent to solar facilities.

- 3. The establishment of the commercial solar energy facility will not impede the normal and orderly development and improvement of the surrounding properties;**

The subject parcel is currently used for agriculture and residential.

- 4. Adequate public utilities, access roads, drainage and/or necessary facilities have been or will be provided;**

As required by state law, Addison Solar entered into an AIMA with the Illinois Department of Agriculture to help preserve the integrity of any agricultural land impacted by the construction and deconstruction of the facility. Accordingly, Addison Solar commits to a 100% decommissioning bond funding prior to start of construction without use of salvage value in its calculation of the decommissioning costs.

Cultivate Power is committed to maintaining the integrity of existing drain tile conditions. Field tile will be surveyed prior to construction and repaired or replaced if impacted. The Project will repair or replace any damage to the drainage system caused during the construction or deconstruction. Additionally, the Project will compensate landowners for crop losses or other agricultural damage resulting from damage to the drainage system within a reasonable time after construction of the solar facility is complete. Applicant will provide a farmland drainage plan prior to issuance of a building permit.

- 5. Adequate measures have been or will be taken to provide ingress and egress so designed as to**

**minimize traffic congestion in the public streets;**

The Project is designed to be set back with a distance that meets State and County regulations, with a single access road and vegetative screening installed between the project fence and adjacent roads to the west and south. The Project will be subject to a Road Use Agreement with the County.

- 6. The proposed commercial solar energy facility is not contrary to the objectives of the current comprehensive plan of the County (if any); and**

The project will remove agriculturally zoned land from the County, though the Property owner has made the decision to remove the property from agricultural production.

- 7. The commercial solar energy facility shall, in all other respects, conform to the applicable regulations of the Ordinance and the zoning district in which it is located (if a zoning ordinance is in effect), except as such regulations may, in each instance, be modified pursuant to the recommendations of and approved by the County Board.**

The project is allowed as a special use in agricultural districts, of which the subject parcel is zoned.

**VIII. FINDINGS AND RECOMMENDATION:**

NOW, THEREFORE, BE IT RESOLVED by the Washington County Zoning Board of Appeals, based on the written application, the testimony (as reflected in the stenographic record), and other evidence submitted during the hearing process, the Washington County Zoning Board of Appeals finds that the applicant **HAS MET** the criteria established by the Washington County commercial solar energy facility Siting Ordinance, and therefore **RECOMMENDS APPROVAL** of the special use permit application of Addison Solar, LLC.

PASSED, APPROVED, AND ADOPTED by the Washington County Zoning Board of Appeals, on this 26th day of February 2026, by a vote of  5  ayes,  0  nays,  0  abstain.

---

Chair

\*\*\*END OF DOCUMENT\*\*\*

**EXHIBIT B**

**CONDITIONS**

## WASHINGTON COUNTY, ILLINOIS

### CONDITIONS OF APPROVAL

#### ADDISON SOLAR, LLC

In addition to all necessary requirements imposed by law or ordinance, the Company, Owner and Operator shall abide by the following conditions (the "Conditions").

For the purposes of these Conditions, "Ordinance" shall mean the "Washington County Commercial Solar Energy Facility Siting Ordinance."

The use of "Project" herein shall refer to the "Commercial Solar Energy Facility" (as defined by the Ordinance) applied for in Washington County, Illinois, by Addison Solar, LLC (individually and collectively referred to as "Addison Solar" or "Company"). The Commercial Solar Energy Facility application bears a date of December 22, 2025 (the "Application"). The Application was the subject of a public hearing on February 26, 2026.

The "Project" is a 5.0 megawatt (MW) ("Nameplate Capacity") Commercial Solar Energy Facility that is more particularly described in the Application.

Cultivate Power, LLC is the owner of the Project entities.

**1. Special Use Permit.**

Commencement of Construction of the Project in Washington County shall begin no later than thirty-six (36) months after approval of the Special Use Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within one (1) year after termination of the litigation, and the time for the Company to substantially complete construction shall be within twelve (12) months after Commencement of Construction. If the Company fails to begin or substantially complete construction of the Project, by the applicable date(s) above, then the Special Use Permit and Building Permit(s) shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Washington County Board ("County Board"), upon application by the Company. As used herein, the term "Commencement of Construction" shall mean the issuance of the Building Permit(s).

**2. Site Preparation or Building Permit Requirement.**

No site preparation or installation of the equipment associated with the solar array, operations and maintenance facility, substation or fencing is allowed without receipt of a Building Permit.

**3. Term.**

The Special Use Permit for the Project's solar array shall be granted for a term of 35 years from the date of the Project connection to the electrical grid. Prior to its expiration, the Company may apply to the County Board to extend the term of the permit.

**4. Compliance.**

Construction and operation of the Project shall comply with all federal, state and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings, and these conditions. The Project layout is confined to the layout contained in the Company's Application

and may not be expanded except upon approval by the County Board after a public hearing to amend the Special Use Permit. In the event of any discrepancy between such representations and these conditions, these conditions shall control.

Construction and routine maintenance activities for the Project shall be performed according to the following schedule, except for emergency repairs which may be performed any time:

- a. Commence no earlier than 7:00 a.m. and cease by 8:00 p.m. during the calendar period from September 1 through May 31, Monday through Friday.
- b. Commence no earlier than 7:00 a.m. and cease by 9:00 p.m. during the calendar period from June 1 through August 31, Monday through Friday.
- c. Commence no earlier than 7:00 a.m. and cease by 4:00 p.m. on any Saturday.
- d. Construction work shall only be performed in special circumstances on Sunday, no earlier than 7:00 a.m. and cease by 4:00 p.m.
- e. No driving of piles shall occur on Saturday or Sunday, before 8:00 am or after 5:00 pm during the weekday.

**5. Road Agreements.**

The Company shall enter into all necessary road usage agreements with all road authorities with jurisdiction over the roads to be utilized for construction traffic, excluding the interstate highway system. Prior to the issuance of a Building Permit by the County, the Company shall enter into said road usage agreements and post all financial assurances required by said Agreements. Company shall comply with all provisions of said road usage agreement(s) and any uncured or unwaived material breach of a road usage agreement shall be cause for the revocation of Siting Approval and/or Building Permit and/or fine up to \$1,000 per violation for each day that the violation persists.

**6. School Buses and Vehicular Traffic.**

Company shall comply with restrictions or requirements imposed by the County Board upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic and school bus stops, and with farm and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall provide updates to the public regarding the planned traffic pattern at least 72 hours in advance of the planned activity, including areas that may experience delays during the construction period. Additionally, during the construction period the Company shall provide the relevant school districts with the planned traffic patterns at least 72 hours in advance of the planned activity. Any changes to the planned activity may occur up to 48 hours prior to the planned activity. Any changes must be posted.

**7. Crop Damage.**

The Company shall investigate complaints of crop damage consistent with the terms of the AIMA within 7 days. The results of any investigation shall be provided to the County and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.

**8. Transmission Interference.**

If after installation of the Project, Company or Washington County receives a credible and verifiable complaint from any person or entity concerning interference with electromagnetic

communications, such as weather radar, microwave, television, radio, internet or other wireless transmission, including public emergency communications systems, the Company shall promptly begin investigating the complaint within 7 days. The results of the investigation shall be provided to the County and the person making the complaint within 60 days of receipt of the Complaint, or an update as to the status of the investigation if the investigation is not complete. The County may, in its discretion, retain a third-party professional to evaluate any transmission interference causes. If it is determined that the Project, or any portion thereof, is causing any interference with electromagnetic communication transmission, the Company shall take all necessary and available commercial measures to minimize and mitigate the interference. In the event of a disagreement between the Company and/or the person making the complaint concerning resolution of the complaint, the Parties shall meet and negotiate in good faith to address the reason(s) for the disagreement, including the cost of the proposed resolution compared to the extent of the interference. If the Parties fail to reach a consensus, then the Parties shall defer to an independent professional to determine the reasonableness or unreasonableness of the proposed resolution and appropriate measures for mitigating impacts to communications. This paragraph does not preclude any private right of action by an affected party.

**9. Decommissioning and Security.**

Prior to applying for a Building Permit, the Company shall update the Decommissioning Plan and Cost Estimates and provide an agreed upon Decommissioning Agreement, Decommissioning Plan and Financial Assurances. Decommissioning financial assurances shall be at 125% of the full amount required for Decommissioning of the Project at the building permit stage, and is not subject to any discounts for salvage value or resale value.

**10. Non-Operational or Obsolete Panels.**

Any facility equipment that is determined to have no remaining useful life shall be decommissioned and removed by the Company within the time allotted by the AIMA and/or decommissioning agreement/plan.

**11. Liability Insurance.**

The Company shall maintain liability insurance as required by the Ordinance or any amendments thereto. The Company shall identify landowners in the Project as additional insureds under the Company's liability insurance. The Company shall provide evidence of the insurance to the County upon applying for a Building Permit.

**12. Assignment.**

- a. Except as provided in this Paragraph 12, the Building Permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval by the County Board. In no event may any leasehold interest of the Company be assigned other than for the express and sole purpose of operating a commercial solar energy facility consistent with the underlying lease agreement. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee ("Acquirer") demonstrates to the County Board adequate financial resources. The Company and the proposed Acquirer shall provide the County the following information:
  - i. The name of the proposed acquirer;
  - ii. The most recent financial statement of the proposed acquirer or other evidence of ability to finance the construction, operation, and decommissioning of the Project;
  - iii. A new certificate of insurance from the acquirer providing evidence of liability

- insurance coverage in the amount that is required under the Ordinance; and
- iv. The contact information for the proposed acquirer;
  - v. "Financial assurance" as defined in the Ordinance for the current amount of the Decommissioning Plan in effect as of the date of the proposed assignment or transfer as required by these conditions;
  - vi. Written acknowledgement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of any road agreement, decommissioning agreement or any other agreement then in force and that it has provided any security for road repairs, decommissioning or other assurances under such agreements;
  - vii. Written agreement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the Special Use Permit at the time the Special Use Permit was granted to the Company which are in effect as of the date of the proposed transfer or assignment, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
  - viii. Designate a representative(s) of the acquirer or transferee to meet with the County to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Special Use Permit which meeting shall take place not less than fifteen (15) days following the County Board's approval of the assignment or transfer.
  - ix. Should the Project be assigned or transferred, the Acquiring entity shall pay for the costs of the County's review of such acquisition, and must deposit with the County an amount equal to the Special Use Permit Application fee in existence at the time of the transfer to cover the costs of such review.
  - x. Notwithstanding the foregoing, a transfer of ownership interest in Applicant to Summit Ridge Energy via SRE Solar Origination 3, LLC is permitted and that this Condition 12 does not require any further consent from the County Board for such transfer.
- b. Notwithstanding the above, Company shall have the right to assign in its sole discretion and without any consent from the County Board, as follows:
- i. Company may assign or transfer any interest, including a 100% interest, in Company to an affiliate of Company or to an affiliate of Cultivate Power, LLC.
  - ii. Company may assign or transfer any interest in the Project interconnection facilities to Ameren Illinois, LLC.
  - iii. Company may assign or transfer any interest, including a 100% interest, in Company to lenders who provide construction, tax equity or tax credit bridge or term debt to finance the Project in the event that Company defaults on a financing agreement.
  - iv. Company may assign or transfer any interest, including a 100% interest, in Company to one or more cash investors who provide equity needed to finance the Project or as part of a tax equity financing or tax credit sale.
  - v. Company may assign or transfer up to a 50% ownership interest to any other Acquirer, subject to the conditions in Paragraph 12(a)(i)-(ix) and subject to Company retaining day-to-day operational control of the Project.

- vi. Company shall provide notice of such assignment to the County within thirty (30) days following such assignment (except in the case of a collateral assignment).

**13. Operating Requirements.**

The Company shall operate the facility according to the following guidelines:

- a. A clearly visible warning sign advising person of the presence of high voltage levels must be placed upon the fencing surrounding the Project.
- b. Except to the extent decommissioned by Company in accordance with these conditions, Company shall operate the Project in a safe and well-maintained manner, making all necessary repairs in a timely fashion.
- c. Company will respond immediately to any emergency or casualty report. Company shall place a clearly visible sign at the entrance to the Project that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.
- d. Company shall keep the Project free of any garbage and debris during the lifetime of the Project.
- e. Company shall keep the Project free of any noxious weeds as that term is defined in the Illinois Noxious Weed Law and County Ordinance. Grasses shall be kept to 10 inches or less.
- f. Project shall comply with all requirements of the National Electric Code.

**14. Above-Ground Transmission Lines.**

Electrical transmission and collection lines connecting the substations, etc. shall be placed underground to the maximum practical extent.

**15. Fire Protection Districts and Emergency Response.**

Company shall cooperate with all local fire Protection Districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. Company shall finalize the draft Emergency Response Plan for the Project and submit the final plan as part of its submittal to obtain Building Permit(s). Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the Project. This paragraph does not preclude or restrict emergency response personnel of any governmental or private entity from performing any rescue activities. Company may enter into agreements with local or other emergency response agencies to comply with this requirement. Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for emergency response personnel. The Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County. The Company shall reimburse any responding governmental entities for the costs of emergency response services rendered by a governmental entity where said emergency is attributable to the Project.

**16. Existing Underground Utility Lines.**

Company shall work with appropriate underground utility companies and shall insure that the integrity of the existing underground utilities in the area of the Project are maintained during construction and operation of the Project.

**17. Reimbursement for County Expenses.**

If during the term of the Project and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys or other parties in relation to the Project, Company shall promptly reimburse the County for all such expenses.

**18. Validity of Conditions.**

By applying for a Building Permit(s) for the Project pursuant to the Solar Special Use Permit granted by the County Board with these conditions, the Company shall be deemed to waive any and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein.

**19. Defense Against Claims.**

In the event the Project, or any other matters relating to the Project, is the subject of a lawsuit or other legal action against the County, County Board or its officials (including any county officers, directors, administrators, attorneys or agents), the Company shall reimburse the County for all reasonable legal fees and other expenses, including expert fees, incurred by the County in defending such legal action, and any costs of any settlement or judgment related to such litigation.

**20. Registration with Illinois Secretary of State.**

The Company entities and Cultivate Power, LLC shall register as Illinois corporations and maintain good standing status with the Illinois Secretary of State throughout the lifetime of the Project, or register with the state of Illinois as foreign corporations authorized to do business in the State of Illinois. Company and Cultivate Power, LLC shall maintain a registered agent in the state of Illinois throughout the life of the Project.

**21. Waiver of Personal Jurisdiction Defense.**

The Project entities and Cultivate Power, LLC agree to that the sole jurisdiction for any litigated disputes related to the Project is the Circuit Court of Washington County, Illinois and the appellate courts of Illinois.

**22. JULIE.**

Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE") and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the County with proof of membership.

**23. Natural Resources and Environmental.**

The Company shall comply with all recommendations and requirements of the Illinois Department of Natural Resources and the U.S. Fish & Wildlife Service during the duration of the construction, operation and decommissioning of the Project. The Company shall follow International Dark Sky Association guidance for all non-FAA required lighting.

**24. Additional Site Surveys.**

Company shall provide site surveys for the Project location after construction demonstrating compliance with the Ordinance and these Conditions.

**25. Drain Tile Survey.**

Prior to applying for Building Permit(s), Company shall provide a farmland drainage plan to investigate and determine the existence of and location of any subsurface drainage features that may be impacted by the construction of the Project. Company will provide the County with the results and mapping of any subsurface drainage features. In substitute for this condition No. 26, Company may provide an affidavit from the landowner attesting that no subsurface drainage features exist within the Project area.

**26. Wells and Well Monitoring.**

Company shall seal any inactive or abandoned water wells on site pursuant to Illinois law and provide appropriate proof of sealing to the County prior to issuance of any Building Permit. For any unsealed wells on adjacent parcels under the jurisdictional authority of Washington County, the Company shall perform annual water testing to ensure the water meets Illinois's potable drinking water standards (35 Ill. Admin. Code § 620.410) upon request by any adjacent parcel landowner of the County. Company shall provide the results thereof to the County as part of its annual report.

**27. As-Built Drawing.**

Prior to commencement of operations, the Company shall provide the County with as-built drawings of the entirety of the Project.

**28. Legal Control.**

Prior to receipt of Building Permit(s), Company shall provide unredacted documentary evidence of a leasehold, or other legal interest, for each participating parcel.

**29. Cure Period.**

Subject to any other provision of these conditions, any alleged breach or violation of the conditions listed herein, including an alleged failure to comply with any federal, state or local regulation now or hereafter in effect, and any penalty herein, including termination of rights granted by or the invalidity of the Special Use or Building Permit, as a result of such breach or violation, shall be subject to the Company curing or commencing to cure and thereafter diligently pursuing cure of such breach or violation within sixty (60) days after receipt of written notice from the County of such breach or violation.

**30. Proof of Compliance.**

The Company shall provide any reasonably requested proof of compliance with the conditions, the Ordinance, or any other rules, laws and regulations to Washington County upon request.

**31. Local Contractors/Employment.**

The Company will use good faith efforts to hire local contractors for work on the Project to the extent allowed by law and consistent with federal and state prevailing wage and apprenticeship requirements. For the purposes of this requirement, a local contractor shall be considered those within 100 miles of the County seat. Company shall provide County with a list of all contractors/sub-contractors working on the Project construction.

**32. Points of Contact.**

Prior to receiving Building Permit(s) for the Project, Company shall provide to the County a list of primary and emergency contacts for the County providing the address, phone number and e-mail information for each.

**33. Annual Report.**

Company shall provide an annual report consistent with the Ordinance.

**34. Financial Assurance.**

Prior to the issuance of any Building Permits, Company shall provide to the County either: (i) a bond or letter of credit to cover the cost of the construction of the Project; or (ii) reasonable evidence of financing demonstrating the financial ability of the Company to complete construction of the Project.

**35. Engineering Review.**

Prior to receipt of any Building Permit(s), Company shall provide County with a set of complete construction documents and site plans signed and sealed by an engineer licensed by the state of Illinois.

Prior to the receipt of any Building Permit(s) related to the Project, the Company shall submit construction plans for the County Engineer's review of said plans. Any recommended changes in design or layout of the Project shall be adhered to by the Company.

**36. Proof of Compliance.**

Prior to receipt of any Building Permit(s) related to the Project, the Company shall verify the receipt of all other permitting requirements from third-parties.

**37. Vegetation Management.**

Prior to the issuance of Building Permit(s), the Company shall provide a comprehensive Vegetation Management Plan (which shall include a Weed & Grass Control Plan) consistent with the County's Ordinance. No Building Permit(s) may be issued prior to the County Board's approval of a Vegetation Management Plan/Weed & Grass Control Plan.

**38. Vegetation Buffer.**

Prior to issuance of a Building Permit, the Company shall provide a Vegetative Screening Plan to the County for review and approval consistent with the Ordinance requirement.

**39. Stockpiling of Topsoil.** If any topsoil is removed, Company shall retain all topsoil for reuse in the event of decommissioning in compliance with the AIMA.

**40. Penalties.**

In addition to any other provision of law or regulation, the Project's violation of any law, regulation, Ordinance or these Conditions shall be subject to a fine of up to \$1,000 per violation per day, and the costs of any damages caused by said violation, and/or revocation of any previously approved permit, and the County's costs in enforcing violations.

**41. Wetlands/Flooding.**

Prior to the receipt of Building Permit(s), the Company shall provide sufficient evidence or documentation that the Project site is not located within a delineated wetland area or area subject to high risk for flooding under FEMA's flood risk guidance.

**42. Fencing.**

Fencing for the Project shall be limited to the area immediately surrounding the approximately 34 acres sited for the Project as long as it is not in conflict with any electrical codes.

**43. Glare Study.**

Prior to the issuance of any Building Permits related to the Project, the Company shall provide the County a glare study demonstrating the final site plan demonstrating the Project will not provide glare upon the public roadways or occupied residences or occupied community buildings. Such study shall be from a qualified third-party expert and such costs shall be paid by the Company.

**44. Noise Analysis.**

Company will be required to submit an updated noise study and analysis showing compliance with State law and the County's Ordinance prior to the issuance of any Building Permit(s).

**45. Battery Storage Prohibition.**

The placement or utilization of Battery Energy Storage System(s) is prohibited.

**46. Grading of Site.**

Any grading of the site shall require dust mitigation to be employed to mitigate or eliminate dust upon the site during the construction phase of the Project. Company shall submit a dust mitigation plan as part of the Building Permit application.

**\*\*\*END OF CONDITIONS\*\*\***

WASHINGTON COUNTY, ILLINOIS  
ORDINANCE NO. 2026- 125

REGARDING THE SPECIAL USE PERMIT APPLICATION OF WILD CAT SOLAR 30 LLC (WULF PROPERTY)  
TO CONSTRUCT AND OPERATE A COMMERCIAL SOLAR ENERGY FACILITY

PARCELS: 02-13-07-300-030; 02-13-07-300-034; 02-13-07-300-043; 02-13-07-300-044;  
02-13-07-300-046; 02-13-07-300-049; 02-13-07-300-051; 02-13-07-300-052

**WHEREAS**, Applicant Wild Cat Solar 30 LLC applied for a Special Use Permit to construct and operate a 5.0 MW AC Commercial Solar Energy Facility on approximately 44.48 acres of land on the above referenced parcels in Washington County, Illinois (the "Project");

**WHEREAS**, the Special Use Permit Application of Wild Cat Solar 30 LLC was noticed for public hearing pursuant to 55 ILCS 5/5-12009.5 of the Illinois Counties Code;

**WHEREAS**, the Washington County Zoning Board of Appeals (the "ZBA") held a public hearing on March 26, 2026, related to the Special Use Permit Application of Wild Cat Solar 30 LLC;

**WHEREAS**, the ZBA heard evidence regarding the Special Use Permit Application for the Project and made Findings of Fact but made a recommendation of a denial for the Project. The ZBA did not make any recommended Conditions. The County Board has reviewed the Findings of Fact, which are well taken, and has determined that Conditions would assist in ensuring compliance with the Ordinance and planned operating conditions;

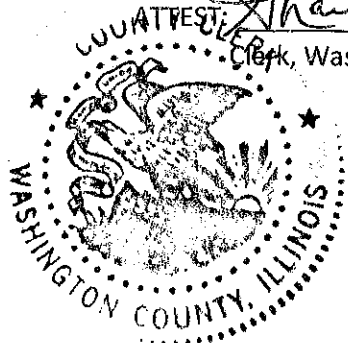
**WHEREAS**, that prior to the approval of a Building Permit for the Project, and during all phases of operation, the County Board finds that certain conditions are in the best interests of the County.

**NOW, THEREFORE, BE IT ORDAINED** by the Washington County Board that the Special Use Permit Application of Wild Cat Solar 30 LLC is approved subject to the Conditions (attached hereto as Exhibit A) and continued compliance with all applicable ordinances, conditions, state and federal law and regulations.

**PRESENTED, APPROVED, AND ADOPTED** by the County Board of Washington County, Illinois, this 14th day of April 2026, by a vote of 11 ayes, 2 nays, and 2 absent.

*David A. Meyer*  
Chair, Washington County Board

*Ahan Hemper*  
Clerk, Washington County Board



\*\*\*END OF DOCUMENT\*\*\*

**EXHIBIT A**

**FINDINGS OF FACT & CONDITIONS**

**WASHINGTON COUNTY, ILLINOIS  
WASHINGTON COUNTY ZONING BOARD OF APPEALS  
FINDINGS AND RECOMMENDATION TO THE WASHINGTON COUNTY BOARD  
REGARDING THE SPECIAL USE PERMIT APPLICATION OF:  
WILD CAT SOLAR 30 LLC  
MARCH 26, 2026**

**I. Applicant:**

The applicant, Wild Cat Solar 30 LLC, is a wholly owned subsidiary of New Energy Equity LLC (collectively the "applicant," "developer," or "owner/operator").

**II. Project Summary:**

Applicant seeks the proposed development, installation, and operation of a 5.0 MW AC commercial solar energy facility (the "project"), including the proposed construction and operation of a permanent access road, interconnection poles and line along Richview Road within the jurisdiction of Washington County (the "site"). The project address is 10102 State Route 127, Nashville, Illinois 66263. The Project will be constructed in the existing field northwest of Richview Road with existing trees to remain in the south and west to be used as screening. The total area for permitting will be 44.48 acres out of a total of 45.8 total parcel acres. This includes approximately 31.35 acres of fenced project area. The Project will be configured as a solar tracking array and will include approximately 12,744 solar modules and 35 inverters. There will be no battery storage system included with this Project.

**III. Application:**

Applicant submitted a written special use permit application on January 5, 2026, and a public hearing was set for and held on March 26, 2026.

**IV. Hearing Process:**

As required by the Illinois Counties Code (55 ILCS 5/5-12009.5, and 55 ILCS 5/5-12020), the Washington County Zoning Board of Appeals (the "ZBA") held a public hearing on this matter at the County Board Room, 2nd Floor, Old Courthouse Building, 101 E. St. Louis Street, Nashville, Illinois 62263, on March 26, 2026. The application was called for hearing, and the applicant submitted evidence and was subject to cross examination by the ZBA and members of the public. At the conclusion of the public hearing, the ZBA deliberated as to the issues presented and made Findings of Fact and a Recommendation to the Washington County Board (the "County Board"), as memorialized herein.

**The following witnesses testified at the public hearing:**

**On behalf of the Applicant:**

- Jesse Dimond, Project Manager, New Energy Equity

**In Support of the Project:**

- None

**In Opposition/Neutral to the Project:**

- Dale Blumhorst – Adjacent Property Owner, Maple Street, Nashville
- Mary Anne Kujawa – Former resident of Washington County

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

**Applicant Exhibits:**

Applicant Group Ex. 1 <ul style="list-style-type: none"><li>• Exhibit 1</li><li>• Exhibit 2</li><li>• Exhibit 3</li><li>• Exhibit 4</li><li>• Exhibit 5</li><li>• Exhibit 6</li><li>• Exhibit 7</li><li>• Exhibit 8</li><li>• Exhibit 9</li><li>• Exhibit 10</li><li>• Exhibit 11</li><li>• Exhibit 12</li><li>• Exhibit 13</li><li>• Exhibit 14</li><li>• Exhibit 15</li><li>• Exhibit 16</li><li>• Exhibit 17</li><li>• Exhibit 18</li><li>• Exhibit 19</li><li>• Exhibit 20</li><li>• Exhibit 21</li><li>• Exhibit 22</li></ul>	Written Application, including all exhibits therein <ul style="list-style-type: none"><li>• Washington County Solar Application</li><li>• Proof of Site Control</li><li>• Site Plan</li><li>• Module Product Safety Data Sheet</li><li>• Agricultural Impact Mitigation Agreement (AIMA)</li><li>• Landscape Management Plan</li><li>• Noise Memo</li><li>• Engineering Certificate</li><li>• IPaC Species List</li><li>• Illinois Department of Natural Resources (IDNR) EcoCAT</li><li>• Decommissioning Plan</li><li>• Permitting Comprehensive Plan Statement</li><li>• Tax Parcel Card</li><li>• Operations and Maintenance Plan</li><li>• FEMA FIRM Map</li><li>• FAA Notice Criteria Tool</li><li>• Washington County Soil &amp; Water Conservation NRI Report</li><li>• Emergency Response Plan</li><li>• Glare Analysis</li><li>• Interconnection Application</li><li>• Description of Business Structures</li><li>• Visual Simulations</li></ul>
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**V. Applicable Standards:**

The ZBA has considered the written application and all evidence presented at public hearing in light of the criteria of the Washington County Commercial Solar Energy Facility Siting Ordinance (the "Ordinance"), which governs the siting of commercial solar energy facilities in Washington County, Illinois and Illinois law.

**VI. Evidence:**

All evidence submitted by written application, written evidence, and oral presentation during the public hearing process has been considered, except for that evidence specifically excluded. The oral evidence is reflected in the stenographic record. Documentary evidence and the stenographic record is kept by the Washington County Board Office, located at the Washington County Courthouse, 125 East Elm Street, Nashville, Illinois 62263.

**VII. Findings of Fact:**

**VII(A) – Assessment of Application Requirements:**

**A. Siting Approval. To obtain siting approval, the applicant must first submit a special use permit application to the County.**

Applicant submitted a written application on or about January 5, 2026.

**B. Special Use Permit Application. The special use permit application shall contain or be accompanied by the following information:**

1. A commercial solar energy facility 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) the type(s) of solar panels, cells, and modules; (iv) the number of solar panels, cells, and modules; (v) the maximum height of all solar panels at full tilt; (vi) the number of substations; (vii) a project site plan, project phasing plan, and project construction timeline; and (viii) the general location of the project; and (b) a description of the applicant, owner, and operator, including their respective business structures.

Applicant seeks a special use permit for the development of a commercial solar energy facility on approximately 44.48 acres of private land located in the existing field northwest of Richview Road in Washington County, Illinois. The 5.0 MW AC project will be configured as a solar tracking array and will include approximately 12,744 solar modules.

The 44.48 acres of development will be located on parcel IDs:

- 02-13-07-300-030;
- 02-13-07-300-034;
- 02-13-07-300-043;
- 02-13-07-300-044;
- 02-13-07-300-046;
- 02-13-07-300-049;
- 02-13-07-300-051; and
- 02-13-07-300-052.

- (i) The generating capacity of the project is 5.0 MW AC.

- (ii) The project currently anticipates solar panels manufactured by Hanwha Q CELLS and inverters manufactured by SMA.
- (iii) The anticipated solar panels are Hanwha QCells Q.Peak DUO XL-G11S-590, anticipated inverters are SMA SHP 150-US-21 150kW, and ATI Duratrack HZ V3 racking.
- (iv) There will be 12,744 panels in the project.
- (v) The maximum height of the panels at full tilt is generally between 8 and 12 feet.
- (vi) There is a Three-phase pad-mounted compartmental type transformer proposed for the project.
- (vii) The site plan is presented as Exhibit 3.
- (viii) The general project location is shown in site plans noted.

Applicant provided a description of their business structures as Exhibit 21 of the application. Wild Cat Solar 30 LLC (DE LLC) is owned by IPS IL LLC (MN LLC), who is owned by New Energy Equity LLC (DE LLC), who is owned by ALLETE Enterprises, Inc. (MN Corp), who is owned by ALLETE, Inc (MN Corp).

2. **The name(s), address(es), and phone number(s) of the applicant, owner and operator, and all property owner(s), if known, and documentation demonstrating land ownership or legal control of the property.**

Applicant is the intended operator of the project. The IPS IL LLC entity entered into a land lease and solar easement agreement with landowners Ray and Janet Wulf on May 31, 2022, which was included with in written application as Exhibit 2.

Contact information is as follows:

Applicant/Owner/Operator: Wild Cat Solar 30 LLC  
2530 Riva Road, Suite 200, Annapolis, Maryland 21401  
(443) 267-5012

Landowner: Ray L. Wulf and Janet F. Wulf  
10102 State Road 127, Nashville, Illinois 62263  
(618) 246-6301

3. **A site plan for the commercial solar energy facility showing the planned location of solar panels, including legal descriptions for each site, participating and nonparticipating residences, occupied community buildings, parcel boundary lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, substation(s), operations and maintenance buildings, electrical cabling to the substation(s), ancillary equipment, third party transmission lines, the location of any wetlands, flood plan, drainage structures including surface distiches and subsurface drainage lines, underground mines, scenic and natural areas within one thousand five hundred (1,500) feet of the proposed commercial solar energy facility, and the layout of all structures within the geographical boundaries of any applicable setback.**

The site plan is included in the written application as Exhibit 3.

**4. A proposed decommissioning plan for the commercial solar energy facility.**

A proposed decommissioning plan is included in the written application as Exhibit 11. The estimated cost of decommissioning is \$600,147.21. There are noted deficiencies in the Decommissioning Plan but those deficiencies can be addressed via conditions of approval.

**5. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of the Ordinance.**

Applicant submitted its studies, reports, certifications, and approvals as attachments to the written application, except as otherwise noted herein.

Applicant provided a copy of the Interconnection Application submitted to Ameren as Exhibit 20. The interconnection customer contact information lists an individual named Ian Santos-Meeker, rather than the Wild Cat Solar 30 entity. The LLC name does not appear anywhere on the Interconnection Application.

**6. An Agricultural Impact Mitigation Agreement ("AIMA") executed between the applicant and the Illinois Department of Agriculture.**

An executed AIMA between the Illinois Department of Agriculture and Wild Cat Solar 30 LLC has been included as Exhibit 5. However, the acreage listed in the AIMA (27.56 acres) does not match the application materials (44.48 acres).

**7. The topographic map shall include the commercial solar energy facility site and the surrounding area.**

A topographic map of the site and the surrounding area is included on Sheet PV3 of the site plan provided as Exhibit 3 of the written application.

**8. Any other information normally required by the County as part of its permitting requirements for siting buildings or other structures.**

No other information was requested at the time of the public hearing.

**9. Waivers from the setback requirements executed by the occupied community building owners and/or the nonparticipating property owners bearing a file stamp from the Washington County Recorder of Deeds confirming that the waiver was recorded against title to the affected real property.**

Applicant represents that the proposed project meets or exceeds all required setbacks. The project fence line will be a minimum of 60' feet from the right of way of Richview Road and there will be a 60-foot screening and pollinator buffer included in the setback between the fence and any property line.

**10. Results and recommendations from the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool or a comparable successor tool.**



Natural Resource Review Results from the IDNR EcoCAT, dated 10/31/24, was included in the written application as Exhibit 10 as required by the Ordinance and 55 ILCS 5/5-12020 indicating no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

**11. Results of any United States Fish and Wildlife Service’s Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service’s solar wildlife guidelines.**

The results of the IPaC are included in the written application as Exhibit 9. There are a total of four threatened, endangered, or candidate species on the species list including Indiana Bat, Tricolored Bat, Whooping Crane, and Monarch Butterfly.

The project description in the IPaC is listed as a community solar array with 27.6 acres of fenced area and 37.1 acres of permitted area. The Special Use Permit Application lists a total fenced area of 31.35 acres and permitted area of 44.48 acres.

**12. Information demonstrating that the commercial solar energy facility will avoid protected lands.**

The project will not impact any known wetlands, streams, or mapped floodplains. Tree clearing at the Site involves only regrowth timber as the site was logged approximately 10 years ago and no old growth habitat is present. The property is not listed on the National Register of Historic Places.

**13. Any other information required by the County to evaluate the application and operation of the commercial solar energy facility and demonstrate the facility meets each of the regulations in the Ordinance, including the special use permit standards set forth below.**

An FAA Compliance Study has been included as Exhibit 16. A Glare analysis has been included as Exhibit 19.

The NRI Report from the Washington County Soil & Water Conservation District has been provided as Exhibit 17. This report lists the number of acres as 36.70.

**VII(B) – Assessment of Design and Installation Requirements:**

**A. Design Safety Certification.**

- 1. Commercial solar energy facilities shall conform to applicable industry standards, including those of the American National Standards Institute (“ANSI”). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories (“UL”), or an equivalent third party. All solar panels, cells, and modules; solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems shall be new equipment commercially**

available; no used or experimental equipment shall be used without the approval of a variance by the County Board.

The Applicant will follow all applicable local, state, and federal requirements including ANSI standards and equipment with UL listings. Once final equipment is determined prior to issuance of the building permit, the applicant will supply final equipment data sheets with UL listings. Additional information on the proposed equipment is included in the site plans (Exhibit 3) and equipment data sheets (Exhibit 4).

2. **Following the granting of siting approval under the Ordinance, a structural engineer shall certify, as part of the commercial solar energy facility building permit application process, that the design of the commercial solar energy facility is within accepted professional standards, given local soil, subsurface and climate conditions.**

An Engineering Certificate signed and sealed by David Willoughby, SE (IL) of Castillo Engineering Services LLC is provided as Exhibit 8 and states that the soil conditions at the site are satisfactory for the development and construction of a typical ground-mount solar facility.

- B. Electrical Components. All electrical components of the commercial solar energy facility shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g., ANSI and International Electrical Commission).**

The Project's final design will follow all regulatory, technical, and environmental guidance, requests, rules and requirements of the Utility, Town, City, County, Involved Agencies, as well as following National Electrical Safety Code, the U.S. Department of Labor and Occupational safety and Health Standards for the safety and protection of landowners, general public, and property.

**C. Height.**

1. **No component of a solar panel, cell or modules may exceed twenty (20) feet in height above the ground at full tilt.**

Maximum height of panels at full tilt is generally between 8 and 12 feet, well below the 20-foot requirement noted in the ordinance.

**D. Aesthetics and Lighting.**

1. **Vegetative Screening: A vegetative screen shall be provided for any part of the commercial solar energy facility that is visible to nonparticipating residence. The landscaping screen shall be located between the required fencing and the property line of the participating parcel upon which the facility sits. The vegetative screening shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native grasses and other native flowering plants.**

Applicant proposed a vegetative screening detailed in the Site Plan. There will be screening on the Project's northern side in between the commercial industry facility to

the north. Screening will continue along the fields to the east and continue along the view of the road and the other field. Existing trees on the west side of the Project will serve as a natural buffer. Applicant testified that they are willing to work with local arborists and any adjacent neighbors that wish to install vegetative screening on their property to mitigate the visual impact.

2. **Lighting: If lighting is provided at the commercial solar energy facility, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.**

Applicant states that lighting will be limited to what is needed to ensure security together with any lighting required by local or state laws and will be downcast.

3. **Intra-Project Power and Communication Lines: All power lines used to collect power and all communication lines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement until same reach the property line or a substation adjacent to the property line.**

Applicant represents that all intra-project power lines will be buried in compliance with all local, state, and federal laws, including the AIMA agreement.

4. **Weed/grass control: Applicant must present an acceptable weed control plan for property inside and outside fenced area for entire property. The operating company during the operation of the solar farm must maintain the fence and adhere to the weed/grass control plan. If the operating company does not there can be a fine of \$500.00 to \$1,000.00 per week if the fence is not secure or the weed/grass control plan is not followed.**

Weed and Grass Control is detailed in the Landscape Management Plan provided as Exhibit 6 of the written application. Applicant shall provide a Vegetation Management Plan and Weed/Grass Control Plan prior to issuance of a Building Permit.

#### **E. Fencing.**

1. **A fence of at least six (6) feet and not more than twenty-five (25) feet in height shall enclose and secure the commercial solar energy facility.**

The Project will be surrounded by eight (8) foot high fencing with a self-locking gate per National Electric Code. Exhibit 3, Sheet PV9 contains the fence details.

#### **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.**

Required signage will be placed at key locations on the outside of the project fence. Signage will consist of all information required by local, state, and federal agencies as well as suitable warning signs containing identification of operator and emergency contact numbers. There will be no other signs or advertising associated with the project. Sign details are included on Sheet E1A of the Site Plan in Exhibit 3.

**G. Setback Requirements.**

- 1. The setback requirements for nonparticipating properties may be waived by the written consent of the owner(s) of each affected nonparticipating property. Applicant does not need to obtain a variance from the County upon waiver by the property owner of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be recorded with the Recorder of Deeds of the County.**

The project meets or exceeds all required setbacks. Project fence line will be a minimum of 60 feet from the right of way Richview Road and there will be a 60-foot screening and pollinator buffer included in the setback between the fence and any property line. See Site Plan provided as Exhibit 3.

**H. Use of Public Roads.**

- 1. An applicant proposing to use any County, municipality, township, or village road(s), for the purpose of transporting commercial solar energy facility or substation parts and/or equipment for construction, operation, or maintenance of the commercial solar energy facility or substation(s) shall:**
  - 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 in writing by the respective road district commissioner and the County engineer prior to the granting of the building 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 reasonable 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 commercial solar energy facility 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 reasonable satisfaction shall be provided. Applicant shall submit a draft form of said financial assurance with application for special use permit.

- c. **Prior to any building permit, 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;**

The road use agreement shall require the applicant to be responsible for the reasonable cost of improving roads used to construct the commercial solar energy facility and the reasonable cost of repairing roads used by the facility owner during construction of the commercial solar energy facility so that those roads are in a condition that is safe for the driving public after the completion of the commercial solar energy facility construction. Roadways improved in preparation for and during the construction of the commercial solar energy facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

The access route from Interstate 64 to the project location is shown in the Site Plan on Sheet PV7. All ordinance requirements including the road use agreement will be supplied by the applicant during the required timeline (prior to building permit).

3. **All repairs and improvement 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 may retain a 3rd party engineer to conduct any studies for the County at the developer or owner's expense. The County's road use agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, must be approved by the County Board prior to the Board's approval of any commercial solar energy facility building permit applications related to the construction of the proposed commercial solar energy facility.**

Applicant will comply with this requirement.

- i. **Site Assessment.** To ensure that the subsurface conditions of the site will provide proper support for the commercial solar energy facility and soil restoration, the applicant, at its expense, shall provide soil and geotechnical boring reports to the County engineer as part of its commercial solar energy facility building permit. The applicant shall follow the guidelines for Conservation Practices Impact Mitigation submitted by the County Soil and Water Conservation District (or equivalent regulatory agency). Also, the applicant shall submit grading plans for the proposed substations for review and comment by the County Soil and Water Conservation District prior to the issuance of any commercial solar energy facility building permit for the construction of said substations.

N/A at this time.

- J. **Noise Levels.** Noise levels from Commercial Solar Energy Facilities shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics necessary for a competent noise analysis. The applicant, through the use of a qualified professional, shall appropriately demonstrate compliance with the applicable noise requirements in its special use permit application.

After modeling and analyzing the anticipated operational sound levels throughout the proposed solar site, it was determined that noise mitigation measures are not needed at this time since the anticipated operational sound levels will remain below the IPCB allowable noise levels at the surrounding Class A and Class B land uses during daytime hours. See Sound Study dated 2/10/26 included with the written application as Exhibit 7.

- K. **Agricultural Impact Mitigation.** Pursuant to 505 ILCS 147/15(a), the applicant, at its expense, shall enter into an Agricultural Impact Mitigation Agreement ("AIMA") with the Illinois Department of Agriculture prior to any public hearing required before a siting decision on the commercial solar energy facility application. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the applicant pursuant to the terms of the AIMA with the Illinois Department of Agriculture. The applicant shall submit the executed AIMA to the County as part of the special use permit application.

An executed Agricultural Impact Mitigation Agreement has been provided with the written application as Exhibit 5. Applicant commits to posting 100% of the decommissioning costs without salvage value prior to receiving a building permit.

- L. **As-Built Maps and Plans.** Within sixty (60) calendar days of completion of construction of the commercial solar energy facility, the applicant, owner, or operator shall deliver "as-built" maps, site plan and engineering plans for the commercial solar energy facility that have been signed and stamped by a professional engineer and a licensed surveyor.

The Applicant will supply completed documents in compliance with the ordinance within the required (60) day timeline after the completion of construction.

- M. **Engineer's Certificate.** The commercial solar energy facility 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 specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface and climate conditions. The commercial solar energy facility engineer's certificate shall be a public record and shall be submitted as part of the special use permit application.

Applicant provided an Engineering Certificate signed and sealed by David Willoughby, a licensed structural engineer in the State of Illinois. (Exhibit 8)

- N. **Conformance with Approved Application and Plans.** The applicant shall construct and operate the commercial solar energy facility in substantial conformance with the construction plans contained in a County-approved submitted special use permit application(s), conditions placed upon the operation of the facility, the Ordinance and all applicable state, federal and local laws, and regulations.

The Applicant will comply with all local, state, and federal rules and regulations, including the conditions of the land use permit and in substantial conformance with the submitted and approved application materials.

**VIII. FINDINGS AND RECOMMENDATION:**

NOW, THEREFORE, BE IT RESOLVED by the Washington County Zoning Board of Appeals, based on the written application, the testimony (as reflected in the stenographic record), and other evidence submitted during the hearing process, the Washington County Zoning Board of Appeals **RECOMMENDS DENIAL** of the special use permit application of Wild Cat Solar 30 LLC.

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Chair

\*\*\*END OF DOCUMENT\*\*\*

## WASHINGTON COUNTY, ILLINOIS

### CONDITIONS OF APPROVAL

#### WILD CAT SOLAR 30 LLC

In addition to all necessary requirements imposed by law or ordinance, the Company, Owner and Operator shall abide by the following conditions (the "Conditions").

For the purposes of these Conditions, "Ordinance" shall mean the "Washington County Commercial Solar Energy Facility Siting Ordinance."

The use of "Project" herein shall refer to the "Commercial Solar Energy Facility" (as defined by the Ordinance) applied for in Washington County, Illinois, by Wild Cat Solar 30 LLC (individually and collectively referred to as "Wild Cat Solar 30 LLC" or "Company"). The Commercial Solar Energy Facility application was filed on January 5, 2026 (the "Application"). The Application was the subject of a public hearing on March 26, 2026.

The "Project" is a 5.0 megawatt (MW) ("Nameplate Capacity") Commercial Solar Energy Facility that is more particularly described in the Application.

New Energy Equity, LLC is the owner of the Project entity.

the Company and landowners or farmers regarding crop damage issues.

**1. Special Use Permit.**

Commencement of Construction of the Project in Washington County shall begin no later than thirty-six (36) months after approval of the Special Use Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within one (1) year after termination of the litigation, and the time for the Company to substantially complete construction shall be within twelve (12) months after Commencement of Construction. If the Company fails to begin or substantially complete construction of the Project, by the applicable date(s) above, then the Special Use Permit and Building Permit(s) shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Washington County Board ("County Board"), upon application by the Company. As used herein, the term "Commencement of Construction" shall mean the issuance of the Building Permit(s).

**2. Site Preparation or Building Permit Requirement.**

No site preparation or installation of the equipment associated with the solar array, operations and maintenance facility, substation or fencing is allowed without receipt of a Building Permit.

**3. Term.**

The Special Use Permit for the Project's solar array shall be granted for a term of 35 years from the date of the Project connection to the electrical grid. Prior to its expiration, the Company may apply to the County Board to extend the term of the permit.

**4. Compliance.**

Construction and operation of the Project shall comply with all federal, state and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all

representations made by the Company in its application and at all public hearings, and these conditions. The Project layout is confined to the layout contained in the Company's Application and may not be expanded except upon approval by the County Board after a public hearing to amend the Special Use Permit. In the event of any discrepancy between such representations and these conditions, these conditions shall control.

Construction and routine maintenance activities for the Project shall be performed according to the following schedule, except for emergency repairs which may be performed any time:

- a. Commence no earlier than 7:00 a.m. and cease by 8:00 p.m. during the calendar period from September 1 through May 31, Monday through Friday.
- b. Commence no earlier than 7:00 a.m. and cease by 9:00 p.m. during the calendar period from June 1 through August 31, Monday through Friday.
- c. Commence no earlier than 7:00 a.m. and cease by 4:00 p.m. on any Saturday.
- d. Construction work shall only be performed in special circumstances on Sunday, no earlier than 7:00 a.m. and cease by 4:00 p.m.
- e. No driving of piles shall occur on Saturday or Sunday, or prior to 8:00 am or after 5:00 pm Monday thru Friday.

**5. Road Agreements.**

The Company shall enter into all necessary road usage agreements with all road authorities with jurisdiction over the roads to be utilized for construction traffic, excluding the Interstate highway system. Prior to the issuance of a Building Permit by the County, the Company shall enter into said road usage agreements and post all financial assurances required by said Agreements. Company shall comply with all provisions of said road usage agreement(s) and any uncured or unwaived material breach of a road usage agreement shall be cause for the revocation of Siting Approval and/or Building Permit and/or fine up to \$1,000 per violation for each day that the violation persists.

**6. School Buses and Vehicular Traffic.**

Company shall comply with restrictions or requirements imposed by the County Board upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic and school bus stops, and with farm and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall provide updates to the public regarding the planned traffic pattern at least 72 hours in advance of the planned activity, including areas that may experience delays during the construction period. Additionally, during the construction period the Company shall provide the relevant school districts with the planned traffic patterns at least 72 hours in advance of the planned activity. Any changes to the planned activity may occur up to 48 hours prior to the planned activity. Any changes must be posted.

**7. Crop Damage.**

The Company shall investigate complaints of crop damage consistent with the terms of the AIMA within 7 days. The results of any investigation shall be provided to the County and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.

**8. Transmission Interference.**

If after installation of the Project, Company or Washington County receives a credible and verifiable complaint from any person or entity concerning interference with electromagnetic communications, such as weather radar, microwave, television, radio, internet or other wireless transmission, including public emergency communications systems, the Company shall promptly begin investigating the complaint within 7 days. The results of the investigation shall be provided to the County and the person making the complaint within 60 days of receipt of the Complaint, or an update as to the status of the investigation if the investigation is not complete. The County may, in its discretion, retain a third-party professional to evaluate any transmission interference causes. If it is determined that the Project, or any portion thereof, is causing any interference with electromagnetic communication transmission, the Company shall take all necessary and available commercial measures to minimize and mitigate the interference. In the event of a disagreement between the Company and/or the person making the complaint concerning resolution of the complaint, the Parties shall meet and negotiate in good faith to address the reason(s) for the disagreement, including the cost of the proposed resolution compared to the extent of the interference. If the Parties fail to reach a consensus, then the Parties shall defer to an independent professional to determine the reasonableness or unreasonableness of the proposed resolution and appropriate measures for mitigating impacts to communications. This paragraph does not preclude any private right of action by an affected party.

**9. Decommissioning and Security.**

Prior to applying for a Building Permit, the Company shall update the Decommissioning Plan and Cost Estimates and provide an agreed upon Decommissioning Agreement, Decommissioning Plan and Financial Assurances. Decommissioning financial assurances shall be at 100% of the full amount required for Decommissioning of the Project at the building permit stage, and is not subject to any discounts for salvage value or resale value.

**10. Non-Operational or Obsolete Panels and Batteries.**

Any facility equipment that is determined to have no remaining useful life shall be decommissioned and removed by the Company within the time allotted by the AIMA and/or decommissioning agreement/plan.

**11. Liability Insurance.**

The Company shall maintain liability insurance as required by the Ordinance or any amendments thereto. The Company shall identify landowners in the Project as additional insureds under the Company's liability insurance. The Company shall provide evidence of the insurance to the County upon applying for a Building Permit.

**12. Assignment.**

- a. Except as provided in this Paragraph 12, the Building Permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval by the County Board. In no event may any leasehold interest of the Company be assigned other than for the express and sole purpose of operating a commercial solar energy facility consistent with the underlying lease agreement. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee ("Acquirer") demonstrates to the County Board adequate financial resources. The Company and the proposed Acquirer shall provide the County the following information:
  - i. The name of the proposed acquirer;
  - ii. The most recent financial statement of the proposed acquirer or other evidence of

- ability to finance the construction, operation, and decommissioning of the Project;
- iii. A new certificate of insurance from the acquirer providing evidence of liability insurance coverage in the amount that is required under the Ordinance; and
  - iv. The contact information for the proposed acquirer;
  - v. "Financial assurance" as defined in the Ordinance for the current amount of the Decommissioning Plan in effect as of the date of the proposed assignment or transfer as required by these conditions;
  - vi. Written acknowledgement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of any road agreement, decommissioning agreement or any other agreement then in force and that it has provided any security for road repairs, decommissioning or other assurances under such agreements;
  - vii. Written agreement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the Special Use Permit at the time the Special Use Permit was granted to the Company which are in effect as of the date of the proposed transfer or assignment, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
  - viii. Designate a representative(s) of the acquirer or transferee to meet with the County to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Special Use Permit which meeting shall take place not less than fifteen (15) days following the County Board's approval of the assignment or transfer.
  - ix. Should the Project be assigned or transferred, the Acquiring entity shall pay for the costs of the County's review of such acquisition, and must deposit with the County an amount equal to the Special Use Permit Application fee in existence at the time of the transfer to cover the costs of such review.
- b. Notwithstanding the above, Company shall have the right to assign in its sole discretion and without any consent from the County Board, as follows:
- i. Company may assign or transfer any interest, including a 100% interest, in Company to an affiliate of Company or to an affiliate of New Energy Equity, LLC.
  - ii. Company may assign or transfer any interest in the Project interconnection facilities to Ameren Illinois, LLC.
  - iii. Company may assign or transfer any interest, including a 100% interest, in Company to lenders who provide construction, tax equity or tax credit bridge or term debt to finance the Project in the event that Company defaults on a financing agreement.
  - iv. Company may assign or transfer any interest, including a 100% interest, in Company to one or more cash investors who provide equity needed to finance the Project or as part of a tax equity financing or tax credit sale.
  - v. Company may assign or transfer up to a 50% ownership interest to any other Acquirer, subject to the conditions in Paragraph 12(a)(i)-(ix) and subject to Company retaining day-to-day operational control of the Project.
  - vi. Company shall provide notice of such assignment to the County within thirty (30) days following such assignment (except in the case of a collateral assignment).

**13. Operating Requirements.**

The Company shall operate the facility according to the following guidelines:

- a. A clearly visible warning sign advising person of the presence of high voltage levels must be placed upon the fencing surrounding the Project.
- b. Except to the extent decommissioned by Company in accordance with these conditions, Company shall operate the Project in a safe and well-maintained manner, making all necessary repairs in a timely fashion.
- c. Company will respond immediately to any emergency or casualty report. Company shall place a clearly visible sign at the entrance to the Project that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.
- d. Company shall keep the Project free of any garbage and debris during the lifetime of the Project.
- e. Company shall keep the Project free of any noxious weeds as that term is defined in the Illinois Noxious Weed Law and County Ordinance. Grasses shall be kept to 10 inches or less.
- f. Project shall comply with all requirements of the National Electric Code.

**14. Fire Protection Districts and Emergency Response.**

Company shall cooperate with all local fire Protection Districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. Company shall finalize the draft Emergency Response Plan for the Project and submit the final plan as part of its submittal to obtain Building Permit(s). Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the Project. This paragraph does not preclude or restrict emergency response personnel of any governmental or private entity from performing any rescue activities. Company may enter into agreements with local or other emergency response agencies to comply with this requirement. Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for emergency response personnel. The Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County. The Company shall reimburse any responding governmental entities for the costs of emergency response services rendered by a governmental entity where said emergency is attributable to the Project.

**15. Existing Underground Utility Lines.**

Company shall work with appropriate underground utility companies and shall insure that the integrity of the existing underground utilities in the area of the Project are maintained during construction and operation of the Project.

**16. Reimbursement for County Expenses.**

If during the term of the Project and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys or other parties in relation to the Project, Company shall promptly reimburse the County for all such expenses.

**17. Validity of Conditions.**

By applying for a Building Permit(s) for the Project pursuant to the Solar Special Use Permit granted by the County Board with these conditions, the Company shall be deemed to waive any and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein.

**18. Defense Against Claims.**

In the event the Project, or any other matters relating to the Project, is the subject of a lawsuit or other legal action against the County, County Board or its officials (including any county officers, directors, administrators, attorneys or agents), the Company shall reimburse the County for all reasonable legal fees and other expenses, including expert fees, incurred by the County in defending such legal action, and any costs of any settlement or judgment related to such litigation.

**19. Registration with Illinois Secretary of State.**

The Company entities and New Energy Equity, LLC shall register as Illinois corporations and maintain good standing status with the Illinois Secretary of State throughout the lifetime of the Project, or register with the state of Illinois as foreign corporations authorized to do business in the State of Illinois. Company and New Energy Equity, LLC shall maintain a registered agent in the state of Illinois throughout the life of the Project.

**20. Waiver of Personal Jurisdiction Defense.**

The Project entity and New Energy Equity, LLC agree to that the sole jurisdiction for any litigated disputes related to the Project is the Circuit Court of Washington County, Illinois and the appellate courts of Illinois.

**21. JULIE.**

Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE") and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the County with proof of membership.

**22. Natural Resources and Environmental.**

The Company shall comply with all recommendations and requirements of the Illinois Department of Natural Resources and the U.S. Fish & Wildlife Service during the duration of the construction, operation and decommissioning of the Project. The Company shall follow International Dark Sky Association guidance for all non-FAA required lighting.

**23. Additional Site Surveys.**

Company shall provide site surveys for the Project location after construction demonstrating compliance with the Ordinance and these Conditions.

**24. Drain Tile Survey.**

Prior to applying for Building Permit(s), Company shall investigate and determine the existence of and location of any subsurface drainage features that may be impacted by the construction of the Project. Company will provide the County with the results and mapping of any subsurface drainage features. In substitute for this condition, Company may provide an affidavit from the landowner attesting that no subsurface drainage features exist within the Project area.

**25. Wells and Well Monitoring.**

Company shall seal any inactive or abandoned water wells on site pursuant to Illinois law and

provide appropriate proof of sealing to the County prior to issuance of any Building Permit. For any unsealed wells on adjacent parcels under the jurisdictional authority of Washington County, the Company shall, if so requested, perform annual water testing to ensure the water meets Illinois's potable drinking water standards (35 Ill. Admin. Code § 620.410) upon request by any adjacent parcel landowner of the County. Company shall provide the results thereof to the County as part of its annual report.

**26. As-Built Drawings.**

Prior to commencement of operations, the Company shall provide the County with as-built drawings of the entirety of the Project.

**27. Legal Control.**

Prior to receipt of Building Permit(s), Company shall provide unredacted documentary evidence of a leasehold, or other legal interest, for each participating parcel.

**28. Proof of Compliance.**

The Company shall provide any reasonably requested proof of compliance with the conditions, the Ordinance, or any other rules, laws and regulations to Washington County upon request.

**29. Local Contractors/Employment.**

The Company will use good faith efforts to hire local contractors for work on the Project to the extent allowed by law and consistent with federal and state prevailing wage and apprenticeship requirements. For the purposes of this requirement, a local contractor shall be considered those within 100 miles of the County seat. Company shall provide County with a list of all contractors/sub-contractors working on the Project construction.

**30. Points of Contact.**

Prior to receiving Building Permit(s) for the Project, Company shall provide to the County a list of primary and emergency contacts for the County providing the address, phone number and e-mail information for each.

**31. Annual Report.**

Company shall provide an annual report consistent with the Ordinance.

**32. Engineering Review.**

Prior to receipt of any Building Permit(s), Company shall provide County with a set of complete construction documents and site plans signed and sealed by an engineer licensed by the state of Illinois.

**33. Proof of Compliance.**

Prior to receipt of any Building Permit(s) related to the Project, the Company shall verify the receipt of all other permitting requirements from third-parties.

**34. Vegetation Management.**

Prior to the issuance of Building Permit(s), the Company shall provide a comprehensive Vegetation Management Plan (which shall include a Weed & Grass Control Plan) consistent with the County's Ordinance. No Building Permit(s) may be issued prior to the County Board's approval of a Vegetation Management Plan/Weed & Grass Control Plan.

**35. Vegetation Buffer.**

Prior to issuance of a Building Permit, the Company shall provide a Vegetative Screening Plan to the County for review and approval consistent with the Ordinance requirement.

**36. Stockpiling of Topsoil.**

If any topsoil is removed, Company shall retain all topsoil for reuse in the event of decommissioning in compliance with the AIMA.

**37. Penalties.**

In addition to any other provision of law or regulation, the Project's violation of any law, regulation, Ordinance, these Conditions or agreements shall be subject to a fine of up to \$1,000 per violation per day, and the costs of any damages caused by said violation, and/or revocation of any previously approved permit, and the County's costs in enforcing violations.

**38. Wetlands/Flooding.**

Prior to the receipt of Building Permit(s), the Company shall provide sufficient evidence or documentation that the Project site is not located within a delineated wetland area or area subject to high risk for flooding under FEMA's flood risk guidance.

**39. Glare Study.**

Prior to the issuance of any Building Permits related to the Project, the Company shall provide the County a glare study demonstrating the final site plan demonstrating the Project will not provide glare upon the public roadways or occupied residences or occupied community buildings. Such study shall be from a qualified third-party expert and such costs shall be paid by the Company.

**40. Noise Analysis.**

Company will be required to submit a noise study and analysis showing compliance with State law and the County's Ordinance prior to the issuance of any Building Permit(s).

**41. Battery Storage Prohibition.**

The placement or utilization of Battery Energy Storage System(s) is prohibited.

**42. Grading of Site.**

Any grading of the site shall require dust mitigation to be employed to mitigate or eliminate dust upon the site during the construction phase of the Project. Company shall submit a dust mitigation plan as part of the Building Permit application.

**43. Vegetative Screening.** Prior to the issuance of any Building Permit(s), the Applicant shall work with any adjacent non-participating landowners to develop a plan for vegetative screening.

**44. Proof of Lease Transfer.** Prior to the issuance of any Building Permit(s), the Applicant shall provide evidence that the lease has been transferred from IPS IL LLC to Wild Cat Solar 30 LLC.

\*\*\*END OF CONDITIONS\*\*\*

WASHINGTON COUNTY, ILLINOIS

ORDINANCE NO. 2026- 126

REGARDING THE SPECIAL USE PERMIT APPLICATION OF WILD CAT SOLAR 32 LLC (MOELLER PROPERTY)  
TO CONSTRUCT AND OPERATE A COMMERCIAL SOLAR ENERGY FACILITY

PARCEL: 12-14-45-100-007

**WHEREAS**, Applicant Wild Cat Solar 32 LLC applied for a Special Use Permit to construct and operate a 2.4 MW AC Commercial Solar Energy Facility on approximately 21.5 acres of land on the above referenced parcel in Washington County, Illinois (the "Project");

**WHEREAS**, the Special Use Permit Application of Wild Cat Solar 32 LLC was noticed for public hearing pursuant to 55 ILCS 5/5-12009.5 of the Illinois Counties Code;

**WHEREAS**, the Washington County Zoning Board of Appeals (the "ZBA") held a public hearing on March 26, 2026, related to the Special Use Permit Application of Wild Cat Solar 32 LLC;

**WHEREAS**, the ZBA heard evidence regarding the Special Use Permit Application for the Project and made Findings of Fact and recommended the County Board deny the Project and did not make any recommendation on Conditions;

**WHEREAS**, the County Board has determined that Conditions should be made in order to protect the County and its citizens;

**NOW, THEREFORE, BE IT ORDAINED** by the Washington County Board the Special Use Permit Application of Wild Cat Solar 32 LLC is approved subject to the Conditions (attached hereto as Exhibit A) and continued compliance with all applicable ordinances, conditions, state and federal law and regulations.

**PRESENTED, APPROVED, AND ADOPTED** by the County Board of Washington County, Illinois, this 14th day of April 2026, by a vote of 10 ayes, 3 nays, and 2 absent.

ATTEST: Ahain Kemper  
Clerk, Washington County Board

David A. Meyer  
Chair, Washington County Board



\*\*\*END OF DOCUMENT\*\*\*

# **EXHIBIT A**

## **FINDINGS OF FACT**

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**WASHINGTON COUNTY, ILLINOIS  
WASHINGTON COUNTY ZONING BOARD OF APPEALS  
FINDINGS AND RECOMMENDATION TO THE WASHINGTON COUNTY BOARD  
REGARDING THE SPECIAL USE PERMIT APPLICATION OF:  
WILD CAT SOLAR 32 LLC  
MARCH 26, 2026**

**I. Applicant:**

The applicant, Wild Cat Solar 32 LLC, is a wholly owned subsidiary of New Energy Equity LLC (collectively the “applicant,” “developer,” or “owner/operator”).

**II. Project Summary:**

Applicant seeks the proposed development, installation, and operation of a 2.4 MW AC commercial solar energy facility (the “project”), including the proposed construction and operation of a permanent access road, interconnection poles and line along 5<sup>th</sup> Street Road within the jurisdiction of Washington County (the “site”). The project address is West Maple Street, Nashville, Illinois 66263. The Project will be constructed in the existing field west of N. Western Street with existing trees to remain in the south and west to be used as screening. The total area for permitting will be 21.5 acres. This includes approximately 14.39 acres of fenced project area. The Project will be configured as a solar tracking array and will include approximately 6,504 solar modules and 17 inverters. There will be no battery storage system included with this Project.

**III. Application:**

Applicant submitted a written special use permit application on January 30, 2026, and a public hearing was set for and held on March 26, 2026.

**IV. Hearing Process:**

As required by the Illinois Counties Code (55 ILCS 5/5-12009, 55 ILCS 5/5-12009.5, and 55 ILCS 5/5-12020), the Washington County Zoning Board of Appeals (the “ZBA”) held a public hearing on this matter at the County Board Room, 2nd Floor, Old Courthouse Building, 101 E. St. Louis Street, Nashville, Illinois 62263, on March 26, 2026. The application was called for hearing, and the applicant submitted evidence and was subject to cross examination by the ZBA and members of the public. At the conclusion of the public hearing, the ZBA deliberated as to the issues presented and made Findings of Fact and a Recommendation to the Washington County Board (the “County Board”), as memorialized herein.

**The following witnesses testified at the public hearing:**

**On behalf of the Applicant:**

- Jesse Dimond, Project Manager, New Energy Equity

**In Support of the Project:**

- None

**In Opposition/Neutral to the Project:**

- Dale Blumhorst – Adjacent Property Owner, Maple Street, Nashville
- Mary Anne Kujawa – Former resident of Washington County

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

**Applicant Exhibits:**

<p>Applicant Group Ex. 1</p> <ul style="list-style-type: none"><li>• Exhibit 1</li><li>• Exhibit 2</li><li>• Exhibit 3</li><li>• Exhibit 4</li><li>• Exhibit 5</li><li>• Exhibit 6</li><li>• Exhibit 7</li><li>• Exhibit 8</li><li>• Exhibit 9</li><li>• Exhibit 10</li><li>• Exhibit 11</li><li>• Exhibit 12</li><li>• Exhibit 13</li><li>• Exhibit 14</li><li>• Exhibit 15</li><li>• Exhibit 16</li><li>• Exhibit 17</li><li>• Exhibit 18</li><li>• Exhibit 19</li><li>• Exhibit 20</li><li>• Exhibit 21</li><li>• Exhibit 22</li></ul>	<p>Written Application, including all exhibits therein</p> <ul style="list-style-type: none"><li>• Washington County Solar Application</li><li>• Proof of Site Control</li><li>• Site Plan</li><li>• Module Product Safety Data Sheet</li><li>• Agricultural Impact Mitigation Agreement (AIMA)</li><li>• Landscape Management Plan</li><li>• Noise Memo</li><li>• Engineering Certificate</li><li>• IPaC Species List</li><li>• Illinois Department of Natural Resources (IDNR) EcoCAT</li><li>• Decommissioning Plan</li><li>• Permitting Comprehensive Plan Statement</li><li>• Tax Parcel Card</li><li>• Operations and Maintenance Plan</li><li>• FEMA FIRM Map</li><li>• FAA Notice Criteria Tool</li><li>• Washington County Soil &amp; Water Conservation NRI Report</li><li>• Emergency Response Plan</li><li>• Glare Analysis</li><li>• Interconnection Application</li><li>• Description of Business Structures</li><li>• Visual Simulations</li></ul>
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**V. Applicable Standards:**

The ZBA has considered the written application and all evidence presented at public hearing in light of the criteria of the Washington County Commercial Solar Energy Facility Siting Ordinance (the "Ordinance"), which governs the siting of commercial solar energy facilities in Washington County, Illinois.

**VI. Evidence:**

All evidence submitted by written application, written evidence, and oral presentation during the public hearing process has been considered, except for that evidence specifically excluded. The oral evidence is reflected in the stenographic record. Documentary evidence and the stenographic record is kept by the Washington County Board Office, located at the Washington County Courthouse, 125 East Elm Street, Nashville, Illinois 62263.

**VII. Findings of Fact:**

**VII(A) – Assessment of Application Requirements:**

**A. Siting Approval.** To obtain siting approval, the applicant must first submit a special use permit application to the County.

Applicant submitted a written application on or about January 30, 2026.

**B. Special Use Permit Application.** The special use permit application shall contain or be accompanied by the following information:

1. A commercial solar energy facility 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) the type(s) of solar panels, cells, and modules; (iv) the number of solar panels, cells, and modules; (v) the maximum height of all solar panels at full tilt; (vi) the number of substations; (vii) a project site plan, project phasing plan, and project construction timeline; and (viii) the general location of the project; and (b) a description of the applicant, owner, and operator, including their respective business structures.

Applicant seeks a special use permit for the development of a commercial solar energy facility on approximately 21.5 acres of private land located in the existing field west of N. Western Street in Washington County, Illinois. The 2.4 MW AC project will be configured as a solar tracking array and will include approximately 6,504 solar modules.

The 21.5 acres of development will be located on parcel ID:

- 12-14-45-100-007.

- (i) The generating capacity of the project is 2.4 MW AC.
- (ii) The project currently anticipates solar panels manufactured by Hanwha Q CELLS and inverters manufactured by SMA.
- (iii) The anticipated solar panels are Hanwha Q.Peak DUO XL-G11S and anticipated inverters are SMA Sunny Highpower Peak-3 150kW.
- (iv) There will be 6,504 panels in the project.
- (v) The maximum height of the panels at full tilt is generally between 8 and 12 feet.
- (vi) There is a Three-phase pad-mounted compartmental type transformer proposed for the project.
- (vii) The site plan is presented as Exhibit 3.
- (viii) The general project location is shown in site plans noted.

Applicant provided a description of their business structures as Exhibit 21 of the application. Wild Cat Solar 30 LLC (DE LLC) is owned by IPS IL LLC (MN LLC), who is owned by New Energy Equity LLC (DE LLC), who is owned by ALLETE Enterprises, Inc. (MN Corp), who is owned by ALLETE, Inc (MN Corp).

- 2. The name(s), address(es), and phone number(s) of the applicant, owner and operator, and all property owner(s), if known, and documentation demonstrating land ownership or legal control of the property.**

Applicant is the intended operator of the project. The IPS IL LLC entity entered into a land lease and solar easement agreement with landowners Gary L. Moeller and Connie S. Moeller on June 6, 2022, which was included with in written application as Exhibit 2.

Contact information is as follows:

Applicant/Owner/Operator: Wild Cat Solar 32 LLC  
2530 Riva Road, Annapolis, Maryland 21401  
(443) 267-5012

Landowner: Gary L. Moeller & Connie S. Moeller  
1509 W. St. Louis Street, Nashville, Illinois 62263  
618-246-3466

- 3. A site plan for the commercial solar energy facility showing the planned location of solar panels, including legal descriptions for each site, participating and nonparticipating residences, occupied community buildings, parcel boundary lines (including identification of adjoining properties), setback lines, public access roads and turnout locations, substation(s), operations and maintenance buildings, electrical cabling to the substation(s), ancillary equipment, third party transmission lines, the location of any wetlands, flood plan, drainage structures including surface ditches and subsurface drainage lines, underground mines, scenic and natural areas within one thousand five hundred (1,500) feet of the proposed commercial solar energy facility, and the layout of all structures within the geographical boundaries of any applicable setback.**

The site plan is included in the written application as Exhibit 3.

- 4. A proposed decommissioning plan for the commercial solar energy facility.**

A proposed decommissioning plan is included in the written application as Exhibit 11. The estimated cost of decommissioning is \$272,232.06. There were some deficiencies noted in the decommissioning plan but those deficiencies can be controlled by conditions of approval.

- 5. All required studies, reports, certifications, and approvals demonstrating compliance with the provisions of the Ordinance.**

Applicant submitted its studies, reports, certifications, and approvals as attachments to the written application, except as otherwise noted herein.

Applicant provided a copy of the Interconnection Application submitted to Ameren as Exhibit 20. The interconnection customer contact information lists an individual named Jeff Tarr, rather than the Wild Cat Solar 32 entity. The LLC name does not appear anywhere on the Interconnection Application. Attachments submitted as part of the Interconnection Application, such as the One Line Diagram and Plot Plan, have not been provided.

**6. An Agricultural Impact Mitigation Agreement ("AIMA") executed between the applicant and the Illinois Department of Agriculture.**

An executed AIMA between the Illinois Department of Agriculture and Wild Cat Solar 32 LLC has been included as Exhibit 5. However, the acreage listed in the AIMA (13.54 acres) does not match the application materials (14.39 acres). Also, the AIMA lists the nameplate capacity of the Project as 2.55 MW and the application materials state 2.4 MW.

**7. The topographic map shall include the commercial solar energy facility site and the surrounding area.**

A topographic map of the site and the surrounding area is included on Sheet PV3 of the site plan provided as Exhibit 3 of the written application.

**8. Any other information normally required by the County as part of its permitting requirements for siting buildings or other structures.**

No other information was requested at the time of the public hearing.

**9. Waivers from the setback requirements executed by the occupied community building owners and/or the nonparticipating property owners bearing a file stamp from the Washington County Recorder of Deeds confirming that the waiver was recorded against title to the affected real property.**

Applicant represents that the proposed project meets or exceeds all required setbacks. The project fence line will be a minimum of 60' feet from the right of way of N. Western Street and there will be a 60-foot screening and pollinator buffer included in the setback between the fence and any property line.

**10. Results and recommendations from the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool or a comparable successor tool.**

Natural Resource Review Results from the IDNR EcoCAT, dated 10/31/24, was included in the written application as Exhibit 10 as required by the Ordinance and 55 ILCS 5/5-12020 indicating no record of State-listed threatened or endangered species, Illinois Natural Area Inventory sites, dedicated Illinois Nature Preserves, or registered Land and Water Reserves in the vicinity of the project location.

**11. Results of any United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor tool that is consistent with any applicable United States Fish and Wildlife Service's solar wildlife guidelines.**

The results of the IPaC are included in the written application as Exhibit 9. There are a total of four threatened, endangered, or candidate species on the species list including Indiana Bat, Tricolored Bat, Whooping Crane, and Monarch Butterfly.

The project description in the IPaC is listed as a community solar array with 14.5 acres of fenced area and 18.5 acres of permitted area. The Special Use Permit Application lists a total fenced area of 14.39 acres and permitted area of 21.5 acres.

**12. Information demonstrating that the commercial solar energy facility will avoid protected lands.**

The project will not impact any known wetlands, streams, or mapped floodplains. Tree clearing at the Site involves only regrowth timber as the site was logged approximately 10 years ago and no old growth habitat is present. The property is not listed on the National Register of Historic Places.

**13. Any other information required by the County to evaluate the application and operation of the commercial solar energy facility and demonstrate the facility meets each of the regulations in the Ordinance, including the special use permit standards set forth below.**

An FAA Compliance Study has been included as Exhibit 16. A Glare analysis has been included as Exhibit 19.

The NRI Report from the Washington County Soil & Water Conservation District has been provided as Exhibit 17. This report lists the number of acres as 13.54.

**VII(B) – Assessment of Design and Installation Requirements:**

**A. Design Safety Certification.**

- 1. Commercial solar energy facilities shall conform to applicable industry standards, including those of the American National Standards Institute ("ANSI"). Applicants shall submit certificates of design compliance that equipment manufacturers have obtained from Underwriters Laboratories ("UL"), or an equivalent third party. All solar panels, cells, and modules; solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems shall be new equipment commercially available; no used or experimental equipment shall be used without the approval of a variance by the County Board.**

The Applicant will follow all applicable local, state, and federal requirements including ANSI standards and equipment with UL listings. Once final equipment is determined prior to issuance of the building permit, the applicant will supply final equipment data sheets

with UL listings. Additional information on the proposed equipment is included in the site plans (Exhibit 3) and equipment data sheets (Exhibit 4).

2. **Following the granting of siting approval under the Ordinance, a structural engineer shall certify, as part of the commercial solar energy facility building permit application process, that the design of the commercial solar energy facility is within accepted professional standards, given local soil, subsurface and climate conditions.**

An Engineering Certificate signed and sealed by David Willoughby, SE (IL) of Castillo Engineering Services LLC is provided as Exhibit 8 and states that the soil conditions at the site are satisfactory for the development and construction of a typical ground-mount solar facility. This document states that the Project is a proposed 4.1 MW AC community solar energy facility.

- B. Electrical Components. All electrical components of the commercial solar energy facility shall conform to applicable local, state, and national codes, and relevant national and international standards (e.g., ANSI and International Electrical Commission).**

The Project's final design will follow all regulatory, technical, and environmental guidance, requests, rules and requirements of the Utility, Town, City, County, Involved Agencies, as well as following National Electrical Safety Code, the U.S. Department of Labor and Occupational safety and Health Standards for the safety and protection of landowners, general public, and property.

- C. Height.**

1. **No component of a solar panel, cell or modules may exceed twenty (20) feet in height above the ground at full tilt.**

Maximum height of panels at full tilt is generally between 8 and 12 feet, well below the 20-foot requirement noted in the ordinance.

- D. Aesthetics and Lighting.**

1. **Vegetative Screening: A vegetative screen shall be provided for any part of the commercial solar energy facility that is visible to nonparticipating residence. The landscaping screen shall be located between the required fencing and the property line of the participating parcel upon which the facility sits. The vegetative screening shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native grasses and other native flowering plants.**

Applicant proposed a vegetative screening detailed in the Site Plan. There will be screening on the Project's northern side in between the commercial industry facility to the north. Screening will continue along the fields to the east and continue along the view of the road and the other field. Existing trees on the west side of the Project will serve as a natural buffer. Applicant testified that they are willing to work with local arborists and any adjacent neighbors that wish to install vegetative screening on their property to mitigate the visual impact.

2. **Lighting: If lighting is provided at the commercial solar energy facility, lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.**

Applicant states that lighting will be limited to what is needed to ensure security together with any lighting required by local or state laws and will be downcast.

3. **Intra-Project Power and Communication Lines: All power lines used to collect power and all communication lines shall be buried underground at a depth in accordance with the Agricultural Impact Mitigation Agreement until same reach the property line or a substation adjacent to the property line.**

Applicant represents that all intra-project power lines will be buried in compliance with all local, state, and federal laws, including the AIMA agreement.

4. **Weed/grass control: Applicant must present an acceptable weed control plan for property inside and outside fenced area for entire property. The operating company during the operation of the solar farm must maintain the fence and adhere to the weed/grass control plan. If the operating company does not there can be a fine of \$500.00 to \$1,000.00 per week if the fence is not secure or the weed/grass control plan is not followed.**

Weed and Grass Control is detailed in the Landscape Management Plan provided as Exhibit 6 of the written application. Applicant shall provide a Vegetation Management Plan and Weed/Grass Control Plan prior to issuance of a Building Permit.

#### **E. Fencing.**

1. **A fence of at least six (6) feet and not more than twenty-five (25) feet in height shall enclose and secure the commercial solar energy facility.**

The Project will be surrounded by eight (8) foot high fencing with a self-locking gate per National Electric Code. Exhibit 3, Sheet PV9 contains the fence details.

#### **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.**

Required signage will be placed at key locations on the outside of the project fence. Signage will consist of all information required by local, state, and federal agencies as well suitable warning signs containing identification of operator and emergency contact

numbers. There will be no other signs or advertising associated with the Project. Sign details are included on Sheet E1A of the Site Plan in Exhibit 3.

**G. Setback Requirements.**

- 1. The setback requirements for nonparticipating properties may be waived by the written consent of the owner(s) of each affected nonparticipating property. Applicant does not need to obtain a variance from the County upon waiver by the property owner of any of the above setback requirements. Any waiver of any of the above setback requirements shall run with the land and be recorded with the Recorder of Deeds of the County.**

The project meets or exceed all required setbacks. Project fence line will be a minimum of 60 feet from the right of way of N. Western Street and there will be a 60-foot screening and pollinator buffer included in the setback between the fence and any property line. See Site Plan provided as Exhibit 3.

**H. Use of Public Roads.**

- 1. An applicant proposing to use any County, municipality, township, or village road(s), for the purpose of transporting commercial solar energy facility or substation parts and/or equipment for construction, operation, or maintenance of the commercial solar energy facility or substation(s) shall:**
  - 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 in writing by the respective road district commissioner and the County engineer prior to the granting of the building 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 reasonable 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 commercial solar energy facility 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 reasonable satisfaction shall be provided. Applicant shall submit a draft form of said financial assurance with application for special use permit.

- c. Prior to any building permit, 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;

The road use agreement shall require the applicant to be responsible for the reasonable cost of improving roads used to construct the commercial solar energy facility and the reasonable cost of repairing roads used by the facility owner during construction of the commercial solar energy facility so that those roads are in a condition that is safe for the driving public after the completion of the commercial solar energy facility construction. Roadways improved in preparation for and during the construction of the commercial solar energy facility shall be repaired and restored to the improved condition at the reasonable cost of the developer if the roadways have degraded or were damaged as a result of construction-related activities.

The access route from Interstate 64 to the project location is shown in the Site Plan on Sheet PV7. All ordinance requirements including the road use agreement will be supplied by the applicant during the required timeline (prior to building permit).

3. All repairs and improvement 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 may retain a 3rd party engineer to conduct any studies for the County at the developer or owner's expense. The County's road use agreement, and any further agreements contemplated therein, regarding the maintenance and repair of public roads and highways, must be approved by the County Board prior to the Board's approval of any commercial solar energy facility building permit applications related to the construction of the proposed commercial solar energy facility.

Applicant will comply with this requirement.

- i. Site Assessment. To ensure that the subsurface conditions of the site will provide proper support for the commercial solar energy facility and soil restoration, the applicant, at its expense, shall provide soil and geotechnical boring reports to the County engineer as part of its commercial solar energy facility building permit. The applicant shall follow the guidelines for

Conservation Practices Impact Mitigation submitted by the County Soil and Water Conservation District (or equivalent regulatory agency). Also, the applicant shall submit grading plans for the proposed substations for review and comment by the County Soil and Water Conservation District prior to the issuance of any commercial solar energy facility building permit for the construction of said substations.

N/A at this time.

- J. **Noise Levels.** Noise levels from Commercial Solar Energy Facilities shall be in compliance with applicable Illinois Pollution Control Board (IPCB) regulations. The applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics necessary for a competent noise analysis. The applicant, through the use of a qualified professional, shall appropriately demonstrate compliance with the applicable noise requirements in its special use permit application.

After modeling and analyzing the anticipated operational sound levels throughout the proposed solar site, it was determined that noise mitigation measures are not needed at this time since the anticipated operational sound levels will remain below the IPCB allowable noise levels at the surrounding Class A land uses during daytime hours. See Sound Study dated 2/10/26 included with the written application as Exhibit 7.

- K. **Agricultural Impact Mitigation.** Pursuant to 505 ILCS 147/15(a), the applicant, at its expense, shall enter into an Agricultural Impact Mitigation Agreement ("AIMA") with the Illinois Department of Agriculture prior to any public hearing required before a siting decision on the commercial solar energy facility application. All impacted agricultural land, whether impacted during construction, operation, or decommissioning activities, must, at a minimum, be remediated by the applicant pursuant to the terms of the AIMA with the Illinois Department of Agriculture. The applicant shall submit the executed AIMA to the County as part of the special use permit application.

An executed Agricultural Impact Mitigation Agreement has been provided with the written application as Exhibit 5. Applicant commits to posting 100% of the decommissioning costs without salvage value prior to receiving a building permit.

- L. **As-Built Maps and Plans.** Within sixty (60) calendar days of completion of construction of the commercial solar energy facility, the applicant, owner, or operator shall deliver "as-built" maps, site plan and engineering plans for the commercial solar energy facility that have been signed and stamped by a professional engineer and a licensed surveyor.

The Applicant will supply completed documents in compliance with the ordinance within the required (60) day timeline after the completion of construction.

- M. **Engineer's Certificate.** The commercial solar energy facility 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 specific soils and subsurface conditions at the site can support the apparatus, given local soil, subsurface and climate conditions. The commercial solar energy

facility engineer's certificate shall be a public record and shall be submitted as part of the special use permit application.

Applicant provided an Engineering Certificate signed and sealed by David Willoughby, a licensed structural engineer in the State of Illinois. (Exhibit 8)

- N. **Conformance with Approved Application and Plans.** The applicant shall construct and operate the commercial solar energy facility in substantial conformance with the construction plans contained in a County-approved submitted special use permit application(s), conditions placed upon the operation of the facility, the Ordinance and all applicable state, federal and local laws, and regulations.

The Applicant will comply with all local, state, and federal rules and regulations, including the conditions of the land use permit and in substantial conformance with the submitted and approved application materials.

#### VIII. FINDINGS AND RECOMMENDATION:

NOW, THEREFORE, BE IT RESOLVED by the Washington County Zoning Board of Appeals, based on the written application, the testimony (as reflected in the stenographic record), and other evidence submitted during the hearing process, the Washington County Zoning Board of Appeals **RECOMMENDS DENIAL** of the special use permit application of Wild Cat Solar 32 LLC.

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Chair

\*\*\*END OF DOCUMENT\*\*\*

## WASHINGTON COUNTY, ILLINOIS

### CONDITIONS OF APPROVAL

#### WILD CAT SOLAR 32 LLC

In addition to all necessary requirements imposed by law or ordinance, the Company, Owner and Operator shall abide by the following conditions (the "Conditions").

For the purposes of these Conditions, "Ordinance" shall mean the "Washington County Commercial Solar Energy Facility Siting Ordinance."

The use of "Project" herein shall refer to the "Commercial Solar Energy Facility" (as defined by the Ordinance) applied for in Washington County, Illinois, by Wild Cat Solar 32 LLC (individually and collectively referred to as "Wild Cat Solar 32 LLC" or "Company"). The Commercial Solar Energy Facility application was filed on January 5, 2026 (the "Application"). The Application was the subject of a public hearing on March 26, 2026.

The "Project" is a 2.4 megawatt (MW) ("Nameplate Capacity") Commercial Solar Energy Facility that is more particularly described in the Application.

New Energy Equity, LLC is the owner of the Project entity.

**1. Special Use Permit.**

Commencement of Construction of the Project in Washington County shall begin no later than thirty-six (36) months after approval of the Special Use Permit. If any litigation is filed challenging the approval of the Project, then the time for Commencement of Construction shall be within one (1) year after termination of the litigation, and the time for the Company to substantially complete construction shall be within twelve (12) months after Commencement of Construction. If the Company fails to begin or substantially complete construction of the Project, by the applicable date(s) above, then the Special Use Permit and Building Permit(s) shall expire and become null and void, unless, prior to such expiration, an extension of time is granted by the Washington County Board ("County Board"), upon application by the Company. As used herein, the term "Commencement of Construction" shall mean the issuance of the Building Permit(s).

**2. Site Preparation or Building Permit Requirement.**

No site preparation or installation of the equipment associated with the solar array, operations and maintenance facility, substation or fencing is allowed without receipt of a Building Permit.

**3. Term.**

The Special Use Permit for the Project's solar array shall be granted for a term of 35 years from the date of the Project connection to the electrical grid. Prior to its expiration, the Company may apply to the County Board to extend the term of the permit.

**4. Compliance.**

Construction and operation of the Project shall comply with all federal, state and local regulations now or hereafter in effect. The construction and operation of the Project shall conform to all representations made by the Company in its application and at all public hearings, and these conditions. The Project layout is confined to the layout contained in the Company's Application

and may not be expanded except upon approval by the County Board after a public hearing to amend the Special Use Permit. In the event of any discrepancy between such representations and these conditions, these conditions shall control.

Construction and routine maintenance activities for the Project shall be performed according to the following schedule, except for emergency repairs which may be performed any time:

- a. Commence no earlier than 7:00 a.m. and cease by 8:00 p.m. during the calendar period from September 1 through May 31, Monday through Friday.
- b. Commence no earlier than 7:00 a.m. and cease by 9:00 p.m. during the calendar period from June 1 through August 31, Monday through Friday.
- c. Commence no earlier than 7:00 a.m. and cease by 4:00 p.m. on any Saturday.
- d. Construction work shall only be performed in special circumstances on Sunday, no earlier than 7:00 a.m. and cease by 4:00 p.m.
- e. No driving of piles shall occur on Saturday or Sunday, or before 8:00 am or after 5:00 pm Monday through Friday.

**5. Road Agreements.**

The Company shall enter into all necessary road usage agreements with all road authorities with jurisdiction over the roads to be utilized for construction traffic, excluding the interstate highway system. Prior to the issuance of a Building Permit by the County, the Company shall enter into said road usage agreements and post all financial assurances required by said Agreements. Company shall comply with all provisions of said road usage agreement(s) and any uncured or unwaived material breach of a road usage agreement shall be cause for the revocation of Siting Approval and/or Building Permit and/or fine up to \$1,000 per violation for each day that the violation persists.

**6. School Buses and Vehicular Traffic.**

Company shall comply with restrictions or requirements imposed by the County Board upon Project construction and maintenance traffic in order to avoid conflicts with school bus traffic and school bus stops, and with farm and other vehicular traffic in the Project area. The Company shall continuously maintain a website throughout the construction period which shall provide updates to the public regarding the planned traffic pattern at least 72 hours in advance of the planned activity, including areas that may experience delays during the construction period. Additionally, during the construction period the Company shall provide the relevant school districts with the planned traffic patterns at least 72 hours in advance of the planned activity. Any changes to the planned activity may occur up to 48 hours prior to the planned activity. Any changes must be posted.

**7. Crop Damage.**

The Company shall investigate complaints of crop damage consistent with the terms of the AIMA within 7 days. The results of any investigation shall be provided to the County and the person making the complaint within 60 days, including the resolution or proposed resolution of said complaint. This paragraph does not preclude any private right of action by an affected party. This paragraph does not apply to any contractual agreements between the Company and landowners or farmers regarding crop damage issues.

**8. Transmission Interference.**

If after installation of the Project, Company or Washington County receives a credible and verifiable complaint from any person or entity concerning interference with electromagnetic

communications, such as weather radar, microwave, television, radio, internet or other wireless transmission, including public emergency communications systems, the Company shall promptly begin investigating the complaint within 7 days. The results of the investigation shall be provided to the County and the person making the complaint within 60 days of receipt of the Complaint, or an update as to the status of the investigation if the investigation is not complete. The County may, in its discretion, retain a third-party professional to evaluate any transmission interference causes. If it is determined that the Project, or any portion thereof, is causing any interference with electromagnetic communication transmission, the Company shall take all necessary and available commercial measures to minimize and mitigate the interference. In the event of a disagreement between the Company and/or the person making the complaint concerning resolution of the complaint, the Parties shall meet and negotiate in good faith to address the reason(s) for the disagreement, including the cost of the proposed resolution compared to the extent of the interference. If the Parties fail to reach a consensus, then the Parties shall defer to an independent professional to determine the reasonableness or unreasonableness of the proposed resolution and appropriate measures for mitigating impacts to communications. This paragraph does not preclude any private right of action by an affected party.

**9. Decommissioning and Security.**

Prior to applying for a Building Permit, the Company shall update the Decommissioning Plan and Cost Estimates and provide an agreed upon Decommissioning Agreement, Decommissioning Plan and Financial Assurances. Decommissioning financial assurances shall be at 100% of the full amount required for Decommissioning of the Project at the building permit stage, and is not subject to any discounts for salvage value or resale value.

**10. Non-Operational or Obsolete Panels and Batteries.**

Any facility equipment that is determined to have no remaining useful life shall be decommissioned and removed by the Company within the time allotted by the AIMA and/or decommissioning agreement/plan.

**11. Liability Insurance.**

The Company shall maintain liability insurance as required by the Ordinance or any amendments thereto. The Company shall identify landowners in the Project as additional insureds under the Company's liability insurance. The Company shall provide evidence of the insurance to the County upon applying for a Building Permit.

**12. Assignment.**

- a. Except as provided in this Paragraph 12, the Building Permit shall not be assignable except upon approval by the County Board and interest and/or ownership in the Company shall not be assigned or transferred to another party except upon approval by the County Board. In no event may any leasehold interest of the Company be assigned other than for the express and sole purpose of operating a commercial solar energy facility consistent with the underlying lease agreement. County Board approval under this Paragraph shall not be unreasonably denied or delayed so long as the assignee or transferee ("Acquirer") demonstrates to the County Board adequate financial resources. The Company and the proposed Acquirer shall provide the County the following information:
  - i. The name of the proposed acquirer;
  - ii. The most recent financial statement of the proposed acquirer or other evidence of ability to finance the construction, operation, and decommissioning of the Project;
  - iii. A new certificate of insurance from the acquirer providing evidence of liability

- insurance coverage in the amount that is required under the Ordinance; and
- iv. The contact information for the proposed acquirer;
  - v. "Financial assurance" as defined in the Ordinance for the current amount of the Decommissioning Plan in effect as of the date of the proposed assignment or transfer as required by these conditions;
  - vi. Written acknowledgement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of any road agreement, decommissioning agreement or any other agreement then in force and that it has provided any security for road repairs, decommissioning or other assurances under such agreements;
  - vii. Written agreement by an authorized signatory of the acquirer that it understands, recognizes and agrees to assume responsibility for all terms, conditions and standards of the Special Use Permit at the time the Special Use Permit was granted to the Company which are in effect as of the date of the proposed transfer or assignment, including compliance with any mutually agreed upon damages or modifications subsequent to that time, and including compliance with the requirements and obligations of any other agreements or understandings required for the original approval in effect as of the date of the proposed assignment or transfer;
  - viii. Designate a representative(s) of the acquirer or transferee to meet with the County to discuss the ongoing obligations and responsibility of the acquirer under the conditions of the Special Use Permit which meeting shall take place not less than fifteen (15) days following the County Board's approval of the assignment or transfer.
  - ix. Should the Project be assigned or transferred, the Acquiring entity shall pay for the costs of the County's review of such acquisition, and must deposit with the County an amount equal to the Special Use Permit Application fee in existence at the time of the transfer to cover the costs of such review.
- b. Notwithstanding the above, Company shall have the right to assign in its sole discretion and without any consent from the County Board, as follows:
- i. Company may assign or transfer any interest, including a 100% interest, in Company to an affiliate of Company or to an affiliate of New Energy Equity, LLC.
  - ii. Company may assign or transfer any interest in the Project interconnection facilities to Ameren Illinois, LLC.
  - iii. Company may assign or transfer any interest, including a 100% interest, in Company to lenders who provide construction, tax equity or tax credit bridge or term debt to finance the Project in the event that Company defaults on a financing agreement.
  - iv. Company may assign or transfer any interest, including a 100% interest, in Company to one or more cash investors who provide equity needed to finance the Project or as part of a tax equity financing or tax credit sale.
  - v. Company may assign or transfer up to a 50% ownership interest to any other Acquirer, subject to the conditions in Paragraph 12(a)(i)-(ix) and subject to Company retaining day-to-day operational control of the Project.
  - vi. Company shall provide notice of such assignment to the County within thirty (30) days following such assignment (except in the case of a collateral assignment).

### 13. Operating Requirements.

The Company shall operate the facility according to the following guidelines:

- a. A clearly visible warning sign advising person of the presence of high voltage levels must be placed upon the fencing surrounding the Project.
- b. Except to the extent decommissioned by Company in accordance with these conditions, Company shall operate the Project in a safe and well-maintained manner, making all necessary repairs in a timely fashion.
- c. Company will respond immediately to any emergency or casualty report. Company shall place a clearly visible sign at the entrance to the Project that identifies a 24-hour emergency contact number for the Company and pertinent 911 emergency information.
- d. Company shall keep the Project free of any garbage and debris during the lifetime of the Project.
- e. Company shall keep the Project free of any noxious weeds as that term is defined in the Illinois Noxious Weed Law and County Ordinance. Grasses shall be kept to 10 inches or less.
- f. Project shall comply with all requirements of the National Electric Code.

**14. Fire Protection Districts and Emergency Response.**

Company shall cooperate with all local fire Protection Districts and provide funding as necessary for training or for new equipment to prepare the districts to respond to fire and other emergencies concerning the Project. Company shall finalize the draft Emergency Response Plan for the Project and submit the final plan as part of its submittal to obtain Building Permit(s). Company shall train their onsite personnel to assist emergency response agencies for any emergency incident that may occur on or in close vicinity to the Project. This paragraph does not preclude or restrict emergency response personnel of any governmental or private entity from performing any rescue activities. Company may enter into agreements with local or other emergency response agencies to comply with this requirement. Company and its contractors shall share their emergency response plans and protocols, for both construction and operation of the Project, with local emergency response agencies. Company shall assist emergency response agencies in evaluating emergency response training needs and assisting with training of emergency response personnel in relation to this Project. The Company shall cooperate in emergency response drills relating to this Project, as part of coordinated training for emergency response personnel. The Company shall coordinate a bi-annual review of policies, procedures, drills, training and equipment needs between Company representatives and local emergency response agencies and provide this documentation to the County. The Company shall reimburse any responding governmental entities for the costs of emergency response services rendered by a governmental entity where said emergency is attributable to the Project.

**15. Existing Underground Utility Lines.**

Company shall work with appropriate underground utility companies and shall insure that the integrity of the existing underground utilities in the area of the Project are maintained during construction and operation of the Project.

**16. Reimbursement for County Expenses.**

If during the term of the Project and decommissioning period for the Project, the County retains outside engineers, consultants, contractors, attorneys or other parties in relation to the Project, Company shall promptly reimburse the County for all such expenses.

**17. Validity of Conditions.**

By applying for a Building Permit(s) for the Project pursuant to the Solar Special Use Permit granted by the County Board with these conditions, the Company shall be deemed to waive any

and all claims concerning the lawfulness, authority or reasonableness of any of the conditions set forth herein.

**18. Defense Against Claims.**

In the event the Project, or any other matters relating to the Project, is the subject of a lawsuit or other legal action against the County, County Board or its officials (including any county officers, directors, administrators, attorneys or agents), the Company shall reimburse the County for all reasonable legal fees and other expenses, including expert fees, incurred by the County in defending such legal action, and any costs of any settlement or judgment related to such litigation.

**19. Registration with Illinois Secretary of State.**

The Company entities and New Energy Equity, LLC shall register as Illinois corporations and maintain good standing status with the Illinois Secretary of State throughout the lifetime of the Project, or register with the state of Illinois as foreign corporations authorized to do business in the State of Illinois. Company and New Energy Equity, LLC shall maintain a registered agent in the state of Illinois throughout the life of the Project.

**20. Waiver of Personal Jurisdiction Defense.**

The Project entity and New Energy Equity, LLC agree to that the sole jurisdiction for any litigated disputes related to the Project is the Circuit Court of Washington County, Illinois and the appellate courts of Illinois.

**21. JULIE.**

Company shall become a member of the Illinois State-Wide One-call Notice System (otherwise known as the Joint Utility Location Information for Excavators or ("JULIE") and provide JULIE with all of the information necessary to update its records as soon as JULIE allows such membership and provide the County with proof of membership.

**22. Natural Resources and Environmental.**

The Company shall comply with all recommendations and requirements of the Illinois Department of Natural Resources and the U.S. Fish & Wildlife Service during the duration of the construction, operation and decommissioning of the Project. The Company shall follow International Dark Sky Association guidance for all non-FAA required lighting.

**23. Additional Site Surveys.**

Company shall provide site surveys for the Project location after construction demonstrating compliance with the Ordinance and these Conditions.

**24. Drain Tile Survey.**

Prior to applying for Building Permit(s), Company shall investigate and determine the existence of and location of any subsurface drainage features that may be impacted by the construction of the Project. Company will provide the County with the results and mapping of any subsurface drainage features. In substitute for this condition, Company may provide an affidavit from the landowner attesting that no subsurface drainage features exist within the Project area.

**25. Wells and Well Monitoring.**

Company shall seal any inactive or abandoned water wells on site pursuant to Illinois law and provide appropriate proof of sealing to the County prior to issuance of any Building Permit. For any unsealed wells on adjacent parcels under the jurisdictional authority of Washington County,

the Company shall, if so requested, perform annual water testing to ensure the water meets Illinois's potable drinking water standards (35 Ill. Admin. Code § 620.410) upon request by any adjacent parcel landowner of the County. Company shall provide the results thereof to the County as part of its annual report.

**26. As-Built Drawings.**

Prior to commencement of operations, the Company shall provide the County with as-built drawings of the entirety of the Project.

**27. Legal Control.**

Prior to receipt of Building Permit(s), Company shall provide unredacted documentary evidence of a leasehold, or other legal interest, for each participating parcel.

**28. Proof of Compliance.**

The Company shall provide any reasonably requested proof of compliance with the conditions, the Ordinance, or any other rules, laws and regulations to Washington County upon request.

**29. Local Contractors/Employment.**

The Company will use good faith efforts to hire local contractors for work on the Project to the extent allowed by law and consistent with federal and state prevailing wage and apprenticeship requirements. For the purposes of this requirement, a local contractor shall be considered those within 100 miles of the County seat. Company shall provide County with a list of all contractors/sub-contractors working on the Project construction.

**30. Points of Contact.**

Prior to receiving Building Permit(s) for the Project, Company shall provide to the County a list of primary and emergency contacts for the County providing the address, phone number and e-mail information for each.

**31. Annual Report.**

Company shall provide an annual report consistent with the Ordinance.

**32. Engineering Review.**

Prior to receipt of any Building Permit(s), Company shall provide County with a set of complete construction documents and site plans signed and sealed by an engineer licensed by the state of Illinois.

**33. Proof of Compliance.**

Prior to receipt of any Building Permit(s) related to the Project, the Company shall verify the receipt of all other permitting requirements from third-parties.

**34. Vegetation Management.**

Prior to the issuance of Building Permit(s), the Company shall provide a comprehensive Vegetation Management Plan (which shall include a Weed & Grass Control Plan) consistent with the County's Ordinance. No Building Permit(s) may be issued prior to the County Board's approval of a Vegetation Management Plan/Weed & Grass Control Plan.

**35. Vegetation Buffer.**

Prior to issuance of a Building Permit, the Company shall provide a Vegetative Screening Plan to

the County for review and approval consistent with the Ordinance requirement.

**36. Stockpiling of Topsoil.**

If any topsoil is removed, Company shall retain all topsoil for reuse in the event of decommissioning in compliance with the AIMA.

**37. Penalties.**

In addition to any other provision of law or regulation, the Project's violation of any law, regulation, Ordinance, these Conditions or agreements shall be subject to a fine of up to \$1,000 per violation per day, and the costs of any damages caused by said violation, and/or revocation of any previously approved permit, and the County's costs in enforcing violations.

**38. Wetlands/Flooding.**

Prior to the receipt of Building Permit(s), the Company shall provide sufficient evidence or documentation that the Project site is not located within a delineated wetland area or area subject to high risk for flooding under FEMA's flood risk guidance.

**39. Glare Study.**

Prior to the issuance of any Building Permits related to the Project, the Company shall provide the County a glare study demonstrating the final site plan demonstrating the Project will not provide glare upon the public roadways or occupied residences or occupied community buildings. Such study shall be from a qualified third-party expert and such costs shall be paid by the Company.

**40. Noise Analysis.**

Company will be required to submit a noise study and analysis showing compliance with State law and the County's Ordinance prior to the issuance of any Building Permit(s).

**41. Battery Storage Prohibition.**

The placement or utilization of Battery Energy Storage System(s) is prohibited.

**42. Grading of Site.**

Any grading of the site shall require dust mitigation to be employed to mitigate or eliminate dust upon the site during the construction phase of the Project. Company shall submit a dust mitigation plan as part of the Building Permit application.

**43. Vegetative Screening.** Prior to the Issuance of any Building Permit(s), the Applicant shall work with any adjacent non-participating landowners to develop a plan for vegetative screening.

**44. Proof of Lease Transfer.** Prior to the issuance of any Building Permit(s), the Applicant shall provide evidence that the lease has been transferred from IPS IL LLC to Wild Cat Solar 30 LLC.

\*\*\*END OF CONDITIONS\*\*\*

# WASHINGTON COUNTY ANIMAL CONTROL

I, Deb Hagopian, Warden of Washington County Animal Control, certify that the following information is a true and complete report of Animal Control activity for the month ending February 28, 2026, as submitted to the Board in March 2026.

Category	Metric	Count
<b>Shelter Population</b>		
	Dogs Currently in Shelter	14
	Cats Currently in Shelter	2
<b>Intake Summary</b>		
	Owner Surrenders	16 / 1 ( dogs / cats)
	Strays Picked Up	9 / 8 ( dogs / cats)
	Police-Ordered Pickups	0
<b>Outcomes</b>		
	Adoptions	9 / 18 ( dogs / cats)
	Returned to Owner (Claimed)	4 / 0 ( dogs / cats)
	Transferred to Rescue	8 / 9 ( dogs / cats)
	Euthanized	0
	Death	1 cat
<b>Foster Program</b>		
	Dogs in Foster Care	-
	Cats in Foster Care	-
<b>Field Services</b>		
	Animal Runs (During Operating Hours)	13
	Animal Runs (After Hours)	11
	Total Runs	24



# **WASHINGTON COUNTY APPOINTMENTS FOR APRIL 2026**

Fire Districts (terms expire 4/30/26), 3 year terms

Brett Roe (Addieville Fire)  
Robert Fox (Coulterville Fire)  
Brad Rommelman (Hoyleton Fire)  
Mary Jane Corners (Irvington Fire)  
Douglas Snead (Nashville Fire)  
Jeff Rabenort (Okawville Fire)

Irvington Sanitary District (term expires 4/30/26), 3 year term  
Martin Shibe

Nashville/Washington County Enterprise Zone (term expires  
4/30/26), 3 year term  
Rhett Renken

SW Illinois Council Economic Development (term expires 5/1/26), 6  
year term  
Michael D. Curry

Washington County Hospital Board (term expires 4/30/26), 3 year  
term  
Audry Finke  
Brad Haege  
Pat Baker

**EMPLOYMENT AGREEMENT**  
**FOR WASHINGTON COUNTY ZONING ADMINISTRATOR/**  
**EMA COORDINATOR/ SAFETY OFFICER**

This Agreement is made and entered into by and between KRYSTAL ALTHOFF (hereinafter referred to as "ALTHOFF") and WASHINGTON COUNTY, ILLINOIS, (hereinafter referred to as the "COUNTY"). For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **POSITION:** The COUNTY agrees to hire ALTHOFF and ALTHOFF agrees to serve as the Washington County Zoning Administrator, the Washington County EMA Coordinator, and the Washington County Safety Officer (hereinafter referred to collectively as the "POSITION").

2. **DUTIES:** The parties agree and understand that the POSITION shall be a full-time, salaried, non-union position and that the POSITION's responsibilities shall include but not be limited to the following:

**ZONING ADMINISTRATOR:**

- Issuing Valid Building Permits (Certificates of Compliance)
- Accepting and Processing Applications for Zoning Map Amendments, Zoning Text Amendments, Variances, Special Use Permits and Appeals (including publishing public hearing notices, notifying adjoining landowners, notifying applicants, preparing and holding the public hearing and passing the zoning board of appeals recommendations on to the County board)
- Daily Operations of the Zoning Office (including maintaining Zoning files)
- Issuing Notices of Violations of the Zoning Ordinance
- Visiting Building Sites and/or Prospective Building Sites
- Updating the Zoning Ordinance and Zoning Maps
- Submitting Reports to Washington County Zoning Board of Appeals
- Holding regular office hours as Zoning Administrator from 8:00 a.m. to 4:00 p.m. each Tuesday and from 1:30 p.m. to 4:00 p.m. each Thursday

**EMA COORDINATOR:**

- Maintaining Accreditation with the State of Illinois (including updating the EOP, holding valid exercises, continuing to train according to State requirements, maintaining NIMS compliance)
- Completing and Submitting Quarterly Reports to IEMA
- Grant Writing and Related Fund Acquisition

- Making Presentations to Outside Groups about Items of Safety Related to Weather, Earthquake, Fire, Hazardous Materials, etc.
- Being the Conduit to the Illinois Emergency Management Agency when State Resources may be Needed
- Responding to Emergency Incidents and Helping Emergency Services as Needed
- Maintaining EMA Emergency Equipment and Corresponding Records
- Testing and Maintaining Emergency Alert Systems (sirens)
- Testing and Maintaining Fire Extinguishers throughout Washington County Buildings
- Establishing Emergency Plans and Protocols for each Washington County Office and Meeting with each Respective Office to Implement Same

**SAFETY OFFICER:**

- Scheduling and Running of the Washington County Joint Safety Committee's Regular Meetings
- Monitoring Safety Related Incidents Regarding County Employees and Being Aware of any Safety Related Trends or Habits
- Posting OSHA Required Yearly Notices
- Update Training to be Able to Perform Job Better
- Monitoring County Property and Potential Safety Hazards
- Maintaining Safety Files
- Ordering and Providing Safety Items to County Employees

**OFFICE MANAGEMENT:**

- Payroll
- Payment of Operating Expenses
- Office Efficiency
- Submission of Monthly Reports to the Environmental, EMA and Zoning Committee of the Washington County Board
- Holding Regular Hours on Monday through Friday from 8:00 am until 4:00 pm

**PERSONNEL:**

- Writing and Enforcing Policy and Procedures in Accordance with Current Laws, Statutes and Regulations, Whether Local, State or Federal, as Needed
- Maintaining Employee/ Personnel Records

**EQUIPMENT:**

- Inspecting and Overseeing the Maintenance of All Zoning, Safety and EMA Department Equipment and Vehicles
- Maintaining Records of all Equipment and Vehicles referred to above
- Monitoring Equipment Service Updates and Certifications
- Scheduling Vehicle Maintenance and Inspections

- Scheduling Equipment Maintenance and Inspections
- Signing of Various Equipment and Service Contracts

GENERAL:

- Acquiring an Understanding of the POSITION and Continually Striving for Improvement in Quality and Efficiency to Better Serve the Citizens of Washington County
- Maintaining Ongoing Operational Readiness of Departments served by the POSITION
- Monthly Reports to Environmental, EMA and Zoning Committee (including bills payable, zoning case status, payroll)
- Preparation and Submission of Monthly Reports to County Board
- Procure Various Funding Through Grants, or Other Sources of Available Revenue

OTHER:

- Service on Washington County Safety Committee
- Attendance at Scheduled Meetings of the Washington County Environmental, EMA and Zoning Committee
- Attend Monthly Meetings of the Washington County Board as necessary
- Additional Duties Required by Law
- All Actions Necessary to Effectuate the POSITION

It is specifically understood and acknowledged that many duties are time sensitive and that deadlines must be honored. Any failure to perform duties in a timely manner may, at the option of the COUNTY, be considered just cause or inability to fulfill the duties of the POSITION for the purposes of Paragraph 4 herein.

3. COMPENSATION: The salary for the POSITION shall be \$44,411.58 (based on a pro-ration of an annual salary of \$64,150.00) for Zoning Administrator, EMA Coordinator and Safety Officer, for the term of employment, which shall be from the 16<sup>th</sup> day of March, 2026, to the 30<sup>th</sup> day of November, 2026, unless otherwise terminated earlier as provided herein, in which case all benefits shall be pro-rated to the final date of employment.

The following days will be paid holidays for ALTHOFF, and ALTHOFF shall receive one (1) regular day's pay for each holiday:

New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day.

Additionally, ALTHOFF shall receive one (1) personal day per year, credited on January 1<sup>st</sup> of each year of employment in the POSITION. ALTHOFF shall be allowed to carry no more than two (2) personal days (14 hours) forward from year to year, for a total accumulation of three (3) personal days. As of the date of this Agreement, both parties hereto acknowledge that ALTHOFF has accrued and shall be entitled to keep one day (specifically 7 hours) of personal days.

ALTHOFF has been and will continue to be credited with ten (10) working sick days (7 hours each) on January 1<sup>st</sup> of each year of his employment in the POSITION. ALTHOFF shall be allowed to carry no more than two hundred forty (240) unused sick leave days (1,680 hours) forward from year to year. ALTHOFF shall be paid 1/260 of her salary for each unused sick leave day in excess of two hundred forty (240) days that remain on December 31, 2026. This payment would be made on a payroll check in January 2027. As of the date of this Agreement, both parties hereto acknowledge that ALTHOFF has accrued and shall be entitled to keep 9.2 days (specifically 65.0 hours) of sick leave days. Both parties also acknowledge that no payment will be made to ALTHOFF for sick time remaining at the termination of her employment with the COUNTY, but that any unused sick days not in excess of two hundred forty (240) days will be reported to IMRF for credit purposes.

ALTHOFF has been employed with the COUNTY for three (3) years, and shall accordingly be credited with 80 additional paid leave hours on January 1, 2026. The parties hereto acknowledge that, as of the date of this Agreement, ALTHOFF has accrued and shall be entitled to keep 160 paid leave hours, except that ALTHOFF shall be allowed to carry no more than eighty (80) unused paid leave hours forward from year to year. ALTHOFF shall be paid 1/260 of his salary for each allowed unused 7-hour paid leave day that remains at the termination of his employment with the COUNTY. ALTHOFF shall not be permitted to use in excess of seventy (70) paid leave hours in any given thirty (30) day period without prior approval by the Environmental, EMA and Zoning Committee. The Environmental, EMA and Zoning Committee is under no duty to approve a request for more than seventy (70) paid leave hours in any thirty (30) day period as availability and service to the Citizens of Washington County is of utmost priority.

Additionally, ALTHOFF shall be entitled to Illinois Municipal Retirement Fund benefits and Health Insurance benefits consistent with those offered to other Washington County employees during the term of this Agreement. Health insurance coverage has previously been provided and shall continue during the term of ALTHOFF's employment hereunder.

4. TERMINATION: ALTHOFF shall be subject to a six (6) month probationary period, beginning on March 16, 2026, during which the County may terminate her employment for any reason. The requirement of a six (6) month probationary period has previously been satisfied. After said probationary period has expired, ALTHOFF may be terminated at any time by the COUNTY only for just cause or for dereliction of duty during the term of this Agreement. The COUNTY in its sole discretion may elect to not renew this Agreement at its expiration for any cause or for no cause.

ALTHOFF and the COUNTY agree that the Zoning Administrator, EMA Coordinator, and Safety Officer positions shall, for the term of this Agreement, be filled by one (1) individual. In the event ALTHOFF is unable to fulfill the duties of any one (1) or more of these positions, the County shall be allowed to terminate this Agreement and shall not be required to continue to employ ALTHOFF for any of the positions. These positions are not otherwise mutually inclusive and are being addressed collectively in this Agreement for convenience only.

ALTHOFF may, at ALTHOFF's option, voluntarily terminate her employment with the COUNTY at any time upon reasonable notice given to the Washington County Environmental, EMA and Zoning Committee. However, under no circumstances shall ALTHOFF give less than ninety (90) days' notice to said Committee.

In the event of termination of this Agreement prior to its expiration, all benefits to be paid to ALTHOFF shall be pro-rated to the last date of her Employment in the Position, except that all days credited to ALTHOFF prior to termination of this Agreement shall be credited in full. Notwithstanding the foregoing, under no circumstance shall the COUNTY pay ALTHOFF for more than twenty-one (21) personal hours, or two hundred forty paid leave hours (240 hours).

5. ADDITIONAL PERMITTED WORK: ALTHOFF shall be allowed to work for other agencies or County departments, provided that doing so does not conflict with or interfere with the duties of the POSITION. Any additional time worked for the County outside the requirements of this contract and outside the hours of 8:00 a.m. to 4:00 p.m. shall be paid at the part-time rate for the department for which the work was performed.

6. IRREGULAR HOURS: ALTHOFF shall occasionally work hours between 4:00 p.m. and 8:00 a.m. as circumstances require. ALTHOFF shall not receive comp time for any hours worked between the hours of 4:00 p.m. and 8:00 a.m. or for attendance at any County Board Meeting, County Board Environmental, EMA & Zoning Committee Meeting, Zoning Board of Appeals meeting or hearing.

7. REPORTS TO COMMITTEE: ALTHOFF shall report all paid leave hours, sick hours, personal hours, and comp time used or earned by him to the Environmental, EMA and Zoning Committee of the Washington County Board before the regularly scheduled committee meeting each month in the form of a spreadsheet. Failure or refusal to accurately report may result in the loss of paid leave, sick, personal, or comp time, or termination of this Agreement for cause.

Monthly reports to the Committee shall also include a summary of pending and anticipated zoning cases; information on upcoming zoning hearings and decisions from recently held hearings; maintenance records and reports for all equipment; status and timelines for grants and grant applications; and any other necessary, helpful or requested information.

8. CERTIFICATIONS: While employed in the POSITION, ALTHOFF shall maintain a valid Illinois Driver's License, and shall maintain all certifications and licenses required by local, state or federal law or regulation in connection with the POSITION.

The COUNTY agrees to reimburse ALTHOFF for any reasonable expenses related to the completion of continuing education required to maintain any required license or certification, provided that ALTHOFF had received prior approval for any such commitments from the Environmental, EMA and Zoning Committee prior to expending any funds for which he expects reimbursement.

The COUNTY also agrees to reimburse ALTHOFF for reasonable expenses related to training and meetings related to the POSITION, provided that ALTHOFF had received prior approval for such commitments from the Environmental, EMA and Zoning Committee prior to expending any funds for which he expects reimbursement.

Any reimbursement requested shall be submitted in accordance with the procedures set forth in the applicable Washington County Ordinance.

9. MOBILE TELEPHONE: The COUNTY shall provide to ALTHOFF the sum of fifty dollars (\$50.00) per month as reimbursement for mobile telephone service charges.

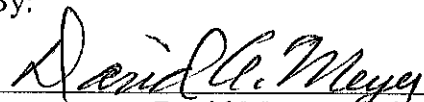
10. RESIDENCY: Throughout the duration of his employment in the POSITION, ALTHOFF shall remain a resident of Washington County.

11. COMPLIANCE: ALTHOFF agrees to abide by and enforce all policies (as amended from time to time) enacted by the County, whether enacted pursuant to Federal, State or Local law, Resolution, or Ordinance. Examples of such policies would be the county employee handbook, safety policies, gift ban policy and prohibitions against drug, tobacco and alcohol use.

Dated this 14 day of April, 2026.

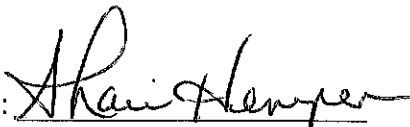
Washington County

By:

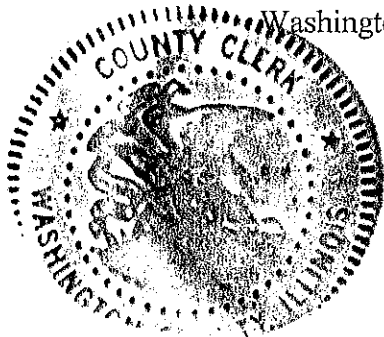


David Meyer, Chairman  
Washington County Board

Attest:



Shari Hempen,  
Washington County Clerk



Krystal Althoff

Report of Committee

STATE OF ILLINOIS       )  
  )  
WASHINGTON COUNTY    )

Nashville, Illinois

April 1, 2026

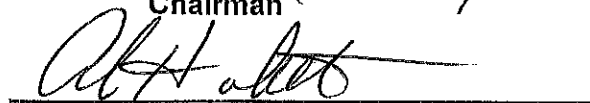
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of March 2026 would beg leave to submit the following report on the matter before them. That claims as shown on the attached sheets in the following total amount be approve for payment.

County Highway Fund	\$58,215.55
County Bridge Fund	\$19,843.44
County Matching Fund	\$0.00
County MFT Fund	\$0.00
Road District Fund	\$15,162.51
Township Bridge Fund	<u>\$0.00</u>
<b>Total</b>	<b>\$93,221.50</b>

All of which is respectfully submitted.

  
Chairman



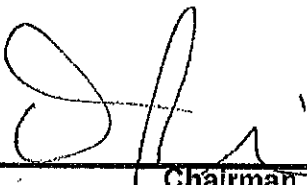
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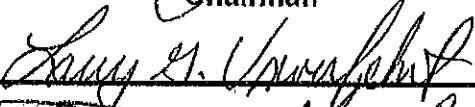
Claims Committee

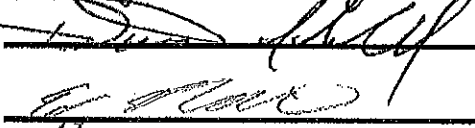
We have examined and approved the bills listed for March 2026 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:

County Highway Fund	\$58,215.55
County Bridge Fund	\$19,843.44
County Matching Fund	\$0.00
County MFT Fund	\$0.00
Road District Fund	\$15,162.51
Township Bridge Fund	<u>\$0.00</u>
Total	\$93,221.50

Date: 4-1-26

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Guy G. Unsworth

  
\_\_\_\_\_  
Eric Brauman

\_\_\_\_\_  
Road and Bridge Committee

