

**BRENDA BRITTON**

COUNTY CLERK/RECORDER  
CLAY COUNTY  
P.O. BOX 160  
LOUISVILLE, ILLINOIS 62858

PHONE (618) 665-3626  
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**CLAY COUNTY BOARD MEETING**

**JULY 14, 2020 AT 6:00 P.M.**

AGENDA

1. CALL TO ORDER by *TED WHITEHEAD*, CHAIRMAN
2. PLEDGE TO THE FLAG
3. INVOCATION
4. ROLL CALL, by *BRENDA BRITTON*
5. ACKNOWLEDGE GUESTS, AGENDA CHANGES AND APPROVAL
6. APPROVAL OF JUNE 09, 2020 COUNTY BOARD MINUTES
7. CLAIMS COMMITTEE REPORT
  - A. Discuss and/or Approve Paid and Unpaid Claims
8. 911 REPORT, by *JENNIFER BROWN*
  - A. Monthly Report
9. CLAY COUNTY HEALTH DEPARTMENT, *JEFF WORKMAN*
  - A. Board of Health Report
10. SHERIFF, *ANDY MYERS*
  - A. Sheriff's Report
11. TREASURER, *JANA TOLLIVER*
  - A. Monthly Report

12. COUNTY ENGINEER, *DARIN KOELM*

- A. Road Use Agreement with Maple Flats Solar Energy Center
- B. Bridge Aid Petition, Bible Grove Township, Corinth Rd
- C. 911 Sign Expenses
- D. Engineer's Report

13. HOSPITAL REPORT, *BOB SELLERS*

- A. Medical Staff Credentials
- B. Hospital Report

14. CHAIRMAN'S REPORT, *TED WHITEHEAD*

- A. Consider Appointment of Jennifer Brown to the Airport Authority Board, Term ending June 28, 2025
- B. Consider Appointment of Lisa Cash to the Board of Health for a Two Year Term ending June 30, 2022
- C. Consider Appointment of Curtis Leib to the 911 Board
- D. Consider Appointment of Dennis Holkenbrink to the Farmland Assessment Review Commission for a Three Year Term
- E. Present ROE # 12 Quarterly Report of Official Acts
- F. Open Discussion

15. NEW BUSINESS

16. UNFINISHED BUSINESS

- A. Open Discussion

17. ADJOURN

For the Chairman

*Brenda Britton S.B.*

Brenda Britton

Clay County Clerk

Agenda Subject to Change

Posted: July 08, 2020

QUESTIONS

July 14, 2020 Council Board Meeting		MOTION		MOTION		MOTION		MOTION		MOTION		MOTION	
		AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY	AYE	NAY
	Roll Call												
SHANNON FRENCH (A)	Approve Paid & Unpaid Claims	✓		✓		✓		✓		✓			
BRAD HARRIS (B)	Approve Paid Use Agreement - Maple Flats Solar	✓		✓		✓		✓		✓			
JOE GOODMAN (C)	Approve Road Aid Petition (Arvith - Ribble Grove)	✓		✓		✓		✓		✓			
JANICE BROOKS (D)	Approve Bridge Payment for 911 Signs (not to exceed \$16,000.00) from Public Safety Fund	✓		✓		✓		✓		✓			
JEREMY WILDBUR (E)		✓		✓		✓		✓		✓			
JOHN WEIDNER (F)		✓		✓		✓		✓		✓			
CHRIS KINEHART (G)		✓		✓		✓		✓		✓			
TERRY HRONEC (H)		✓		✓		✓		✓		✓			
TED WHITEHEAD (I)		✓		✓		✓		✓		✓			
JOHN BAYLER (J)		✓		✓		✓		✓		✓			
DAVID JOHNSON (K)		✓		✓		✓		✓		✓			
JOE GILLIAND (L)		✓		✓		✓		✓		✓			
BARB MCGREW (M)		✓		✓		✓		✓		✓			
MARY MCCOLLOUGH (N)		✓		✓		✓		✓		✓			

The July 14, 2020 meeting of the Honorable Clay County Board was called to order at 6:00 p.m. by Sheriff Deputy Steve Spitzner.

The Pledge to the flag was led by Deputy Spitzner.

The blessing was led by Chairman Ted Whitehead.

The roll was called:

Present: Ted Whitehead, Chairman, Shannon French, Brad Harris (by phone), Joe Goodman, Janice Brooks, Jeremy Wildbur, John Weidner, Chris Rinehart, Terry Hronec, John Bayler, David Johnson, Joe Gilliland, Mary McCollough and Barb McGrew.

Absent: None

Chairman Whitehead acknowledged guests, with Chairman Whitehead, noting changes to the agenda as the 911 and Health Department representatives will be unable to attend tonight.

Motion by Barb McGrew, seconded by Terry Hronec, to approve the agenda as it stands. Motion Carried, Voice Action.

Motion by Dave Johnson, seconded by Janice Brooks, to approve the County Board minutes of June 9, 2020. Motion Carried, Voice Action.

Motion by Joe Gilliland, seconded by Shannon French, to approve the action of the Claim Committee. Motion Carried.

Sheriff Deputy Steve Spitzner presented the June 2020 Activity Report in written form.

Clay County Treasurer Jana Tolliver presented the Financial Report in written form. Additionally, Tolliver noted her office is currently collecting taxes.

Motion by John Bayler, seconded by Dave Johnson, to approve the Road Use Agreement with Maple Flats Solar Energy Center. Motion Carried.

**MAPLE FLATS SOLAR ENERGY CENTER LLC  
CLAY COUNTY AND TOWNSHIPS  
ROAD USE AGREEMENT**

This ROAD USE AGREEMENT (this "Agreement") is made and entered into by and among Clay County, Illinois, Louisville Township Road District, Oskaloosa Township Road District, Songer Township Road District and Harter Township Road District (collectively the "Road Authority") and Maple Flats Solar Energy Center LLC, a Delaware limited liability company ("Developer"). Developer and the Road Authority are sometimes referred to herein individually as a "Party" and collectively as the "Parties." The term "Developer Representative(s)" shall include Developer's contractors, sub-contractors, employees, agents, material suppliers, vendors, transport providers, representatives, and designees.

**RECITALS**

WHEREAS, Developer intends to construct the Maple Flats Solar Energy Center (the "Project") in Clay County, Illinois; and

WHEREAS, in connection with the construction of the Project, the Parties desire to address certain issues relating to the County highways and Township roads owned, operated and maintained by each respective Road Authority (collectively the "Roads") over which it will be necessary for Developer and Developer's Representative(s) to, among other things, (i) transport heavy equipment and materials over certain Roads, which may in certain cases be in excess of the design limits of the Roads; (ii) transport certain locally sourced materials, such as concrete and gravel, on such Roads; (iii) if necessary, make certain modifications and improvements to the Roads to permit such equipment and materials to pass; (iv) install temporary access and permanent driveway entrances on and off the Roads to be used for the beneficial use of the Project; and (v) place certain electrical and communications cables (collectively "Cables") for the Project adjacent to, under or across certain Roads; and

WHEREAS, the Illinois Highway Code, 605 ILCS 5/5-101 et seq., grants the Road Authority jurisdiction over the use, construction, maintenance, access to or repair of the Roads; and

WHEREAS, under 605 ILCS 5/9-113 the Road Authority is authorized to impose reasonable rules, regulations and specifications for the use of the Roads by public and private utilities; and

WHEREAS, 605 ILCS 5/9-113.01 imposes a liability on public or private utilities for any damage to the Roads; and

WHEREAS, 605 ILCS 5/9-122 imposes a liability on damage done to a bridge or culvert; and

WHEREAS, the Illinois Vehicle Code, 625 ILCS 5/15-301, grants the Road Authority authorization to require permits for use of the Roads by overweight and over length vehicles and

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further grants the Road Authority the authority to impose conditions on the issuance of such permits if necessary to protect the road surface and structure; and

WHEREAS, Developer has prepared and provided to the Clay County Highway Engineer and the Township Road District Commissioners a map showing the Project area and the Roads proposed to be used for construction of the Project, which are attached hereto as Exhibit A ("Project Maps"); and

WHEREAS, Developer and the Road Authority wish to set forth their understanding and agreement as to the use of the Roads during the construction of the Project; and

WHEREAS, Developer and the Road Authority acknowledge and agree that this Agreement establishes the rights and obligations of the Parties as they relate to the use of Roads relating to the construction of the Project.

NOW, THEREFORE, In consideration of the mutual promises and covenants herein set forth, the Parties agree as follows:

**Section 1. Developer's Obligations.**

Developer shall undertake the following obligations:

A. Pay a sum of Five Thousand Dollars (\$5,000.00) to Clay County, for costs directly associated with the management and implementation of this Agreement. Pay Township Road District a base fee of Two Thousand Dollars (\$2,000) and a fee of Seven Hundred Fifty Dollars (\$750) per mile of the Roads which are within each Township Road District's respective jurisdiction and as measured in Exhibit A, for costs directly associated with the management and implementation of this Agreement. Such payments shall be made directly to each Road Authority within 30 days of the signing of this Agreement. Such payments shall be made, at Developer's discretion, by check or wire transfer. For ease of reference, the payments referenced above are listed below:

Township	Base Fee	Road Mileage	Fee/Mile	Mileage Fee	Total Fee
Louisville	\$2,000	8.25	\$750	\$6,188	\$8,188
Harter	\$2,000	1.5	\$750	\$1,125	\$3,125
Oskaloosa	\$2,000	4	\$750	\$3,000	\$5,000
Songer	\$2,000	1.5	\$750	\$1,125	\$3,125
<b>TOTAL</b>	<b>\$8,000</b>	<b>15.25</b>	<b>\$3,000</b>	<b>\$11,438</b>	<b>\$19,438</b>

B. Submit Road access permit applications to the applicable Road Authority with the required plans for all access points to the Roads.

C. Prior to the start of construction of the Project, provide the Road Authority contact information for the Developer's Construction Manager and Developer's Field Engineer.

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- D. Obtain overweight and oversize vehicle permits as needed and pay permit fees pursuant to the general fee structure established by the applicable Road Authority. If the overweight and oversize permitted vehicle is to cross a structure, give the Clay County Highway Engineer a minimum of 3 working days notice in order to have the structure analyzed for the proposed load.
- E. Provide as much advance notice as is commercially reasonable to obtain approval of the applicable Road Authority when it is necessary for a road to be closed due to a road crossing or for any other reason. Notwithstanding the generality of the aforementioned, Developer or Developer Representative(s) will provide 48 hours notice to the extent reasonably practicable.
- F. Notify the applicable Road Authority of any temporary road closures.
- G. Sign all highway work zones in accordance with the Manual on Uniform Traffic Control Devices and the Illinois Department of Transportation Supplement to the Manual on Uniform Traffic Control Devices in accordance with the Illinois Compiled Statutes and current Illinois Department of Transportation Traffic Control Standards.
- H. Keep all Roads used by Developer or Developer's Representative(s) clear, by removing all mud, dirt, dust, spilled or tracked construction materials, garbage, obstructions or other hazards caused by Developer or Developer's Representative(s), upon notice and within a reasonable time period.
- I. Prohibit the use of the Roads and the Road rights-of-way as storage, staging or parking areas for vehicles and equipment of Developer or Developer's Representative(s).
- J. Perform all repairs to all Roads that are damaged by Developer or Developer's Representative(s) during the construction of the Project and restore such damaged Roads to the condition they were in at the time of the Pre-Construction Inventory. All repairs will be performed by a Contractor prequalified with the Illinois Department of Transportation.
- K. Take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on Roads damaged as a direct result of Developer or Developer's Representative(s) use, as directed by the Road Authority. The extended work suspension may be caused by but not limited to seasonal weather conditions, acts of God, or labor disagreements.
- L. Provide a Surety Bond in accordance with Section 5 to secure funds for Road repairs.
- M. Unless otherwise provided for in this Agreement, Developer shall make all payments to the Road Authority required under this Agreement within 30 days of Developer's receipt of an invoice, containing such detail as Developer may reasonably request.
- N. Notify the applicable Road Authority of any damage caused to Roads by Developer's activities within 24 hours of acquiring knowledge of such damage. Notice shall be given by personal delivery or overnight delivery service.

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- O. Erect permanent markers indicating the presence of the Cables or other underground project infrastructure, within the Road right-of-way.
- P. Install marker tape in any trench in which the Developer or the Developer's Representative(s) have placed Cables located in the Road right-of-way, unless horizontal direction drilling has been undertaken to cross under the Road right-of-way.
- Q. Become a member of the Illinois State-Wide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or "J.U.L.I.E.") and provide J.U.L.I.E. with all the information necessary to update its records.
- R. Use directional boring equipment to make all crossings of the Roads for the Cables. Borings shall begin at least ten feet (10') outside off the road right-of-way. Borings shall be at least four feet (4') below the ditch line and installed in the Schedule 80 PVC or approved material.

**Section 2. Road Authority's Obligations**

Road Authority shall undertake the following obligations:

- A. Issue overweight and oversize vehicle permits for Roads, within 10 days upon the filing of such applications on behalf of Developer or Developer's Representative(s). Developer or Developer Representative(s) shall provide the Clay County Highway Engineer a minimum of 3 days notice if a permit vehicle will cross a structure to allow the structure to be analyzed for the load.
- B. Perform all routine maintenance on the Roads under each Road Authority's respective jurisdiction in accordance with Section 4 of this Agreement.
- C. Review and issue all Road temporary access and permanent driveway permit applications, by giving consideration to sight distances, drainage and proximity to other entrances, in a reasonable manner and in accordance with accepted engineering practices.
- D. Review and approve the installation of Cables and other Infrastructure for the Project within and across the Roads and Road rights-of-way, in a reasonable manner and in accordance with accepted engineering practices.
- E. Provide Developer or Developer's Representative(s) with copies of any existing plans, cross-sections and specifications relevant to the existing Road structure, if requested.

**Section 3. Road Inventory and Use**

- A. Pre-Construction Inventory:

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Developer, prior to the commencement of construction of the Project, shall perform an inventory and/or survey to record the condition of the pavement surface of the Roads (the "Pre-Construction Inventory"). Developer shall provide notice to the Road Authority of the start dates and completion dates of the Pre-Construction Inventory. The Pre-Construction Inventory shall include: the entire length of the Roads to be used for construction transportation shall be videotaped; photographs which are date- and geo-stamped; pavement images with 1-mm crack resolution; ride quality; rutting; and road surface profiling. Developer shall provide a network level analysis of the condition of the Roads. The assessments may be conducted using the pavement condition index (PCI) methodology, adopted by ASTM Testing Standard D 6433 Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys. The PCI provides a numerical indication of the overall pavement condition for each Road and will be used to evaluate the effects of the construction traffic. The Pre-Construction Inventory shall identify any necessary upgrades, repairs or improvements of the Roads or drainage structures required for construction of the Project. Developer's inclusion of any Road (or portion thereof) in the Pre-Construction Inventory that was not identified on Exhibit A shall be subject to approval of the applicable Road Authority, which approval shall not be unreasonably withheld.

Developer shall provide the Pre-Construction Inventory to the Road Authority at least ten (10) days prior to the start of construction of the Project. Developer shall perform all upgrades, repairs or improvements of the Roads or drainage structures required for construction of the Project.

**B. Post-Construction Inventory:**

Upon completion of construction of the Project, Developer will perform a post-construction inventory and/or survey (the "Post-Construction Inventory"), the methods of which shall be identical to those of the Pre-Construction Inventory. The Pre-Construction Inventory will be compared with the Post-Construction Inventory, and the Parties shall jointly determine the extent of the damages, if any, caused by Developer and the repairs or improvements needed to correct such damage and return the Roads to a pre-construction condition. The design of these repairs or improvements shall conform to standards provided in the IDOT Bureau of Local Roads and Streets Manual. Developer shall perform all necessary post-construction repair of the Roads for damages caused by construction of the Project. All repairs will be performed by a Contractor prequalified with the Illinois Department of Transportation.

If the Parties are unable to agree upon the extent of the necessary repairs or improvements, the Parties shall invoke the dispute resolution procedure set forth herein in Section 7.

**C. Incidental/Accidental Use:**

1. The Parties recognize that the Project traffic may, either through mistake or with the consent of the Road Authority, use roads other than those identified in the Pre-Construction

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Inventory. Developer shall be responsible for damage caused by Developer or Developer's Representative(s) during such mistaken or permitted use.

2. The Parties intend that all construction traffic related to the Project shall exclusively use the routes designated in the Pre-Construction Inventory and shall not use any other Roads other than those so designated. Construction traffic shall mean any traffic in support of the Project, including travel by workers to and from any job site in vehicles weighing five (5) tons or more. Subject to subsection (1) above, in the event any unauthorized construction vehicle of Developer or Developer Representative(s) uses a non-designated road, then the applicable Road Authority in its reasonable discretion, may give written notice to Developer of the time and place of such use and identity of the vehicle, and the Road Authority may impose a fine of \$1,000.00 per occurrence on Developer to be paid within thirty (30) days of the date of such written notice; provided, however, that on the first occurrence of any unauthorized use of a road as set forth in this subsection (2), the Road Authority shall issue a warning to Developer with sufficient information for Developer to identify the offending vehicle.

**Section 4. Maintenance of the Roads**

The daily routine maintenance of the Roads, including snow removal, striping, and routine signage and regularly scheduled maintenance, shall be the responsibility of the applicable Road Authority.

**Section 5. Surety Bond**

A. Prior to the start of construction of the Project, Developer shall provide to Road Authority financial security in the form of one surety bond in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the "Surety Bond"). Clay County, Louisville Township Road District, Oskaloosa Township Road District, Songer Township Road District and Harter Township Road District shall each be identified as beneficiaries of the Surety Bond. The Surety Bond shall be issued by a bank, insurance company or other financial entity with a rating of AA or better.

B. In the event that Developer materially breaches its obligations hereunder by failing to perform or pay expenses for the upgrade, repair and/or restoration for the Roads in accordance with the terms of this Agreement, the Road Authority shall provide written notice of such to Developer, specifying the facts constituting the material breach of the Agreement. Developer shall have sixty (60) days after receipt of the written notice to cure, or begin to cure, such material breach. If Developer fails to cure, or to begin to cure, such material breach within such sixty (60) days after receipt of the written notice, the Road Authority may make claim on said Surety Bond.

C. The Surety Bond shall remain in place until six months after the completion of the Project and the post-construction repair of the Roads. The Road Authority agrees to deliver any certification required for the surrender or release of the Surety Bond when Developer is no longer required to provide the Surety Bond pursuant to the terms of this Agreement.

**Section 6. Emergency Repairs**

In the event Developer or Developer's Representative(s) cause damage to the Roads of a magnitude sufficiently great to create a hazard to the motoring public, which in the applicable Road Authority's reasonable opinion warrants an immediate repair or Road closing, the Road Authority may close the Road and, following 48 hours' notice to Developer and the opportunity to cure, unilaterally make or authorize such repair. The Road Authority shall document all closure and repair costs and shall photograph, videotape and otherwise document the conditions and make all such documentation available to Developer. The closure and repair costs shall be based on the Road Authority time and material cost records, which shall be made available to Developer for review. Billing rates for labor shall be those established by the Road Authority and for equipment and machinery, those rates approved by the Illinois Department of Transportation or the Federal Highway Administration. Developer shall reimburse the Road Authority for the reasonable cost of such repairs in accordance with the terms of this Agreement.

**Section 7. Dispute Resolution Procedure**

- A. If the Parties are unable to resolve a disagreement as to: i) extent of damages to the Roads, if any, due to construction of the Project; ii) the method, procedure or design used for the final repair or restoration of the Roads; iii) the necessity or reasonableness of any emergency repairs performed by the Road Authority for which the Road Authority seeks reimbursement from Developer; or iv) any other disagreement as to the use, upgrades, repair or restoration of the Roads, the Parties shall invoke the dispute resolution procedure set forth in this Section.
- B. The applicable Road Authority and Developer will in good faith attempt to resolve the dispute. If, following such good faith attempt, the Parties are unable to resolve the dispute, the Parties shall select a qualified independent third-party Illinois-licensed civil engineer to arbitrate the dispute (the "Neutral Engineer"). If the Parties cannot agree on a qualified independent third-party Illinois-licensed civil engineer, then each Party shall select a qualified independent Illinois-licensed civil engineer, and those two engineers shall select the Neutral Engineer. The Parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the Parties and issue its written report. The determination of the Neutral Engineer shall be binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall split equally between the Parties.

**Section 8. Mutual Indemnification/Hold Harmless and Liability and Insurance Provisions**

- A. Indemnification by Developer. Developer hereby releases and agrees to indemnify and hold harmless the Road Authority and their respective officers, employees, elected or appointed officials, and agents, and their respective heirs, executors, administrators,

successors and assigns (hereinafter collectively "Road Authority Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Road Authority Releasees arising out of or relating to the performance by Developer or Developer's Representative(s) of their obligations under this Agreement. More particularly, but without in any way limiting the foregoing, Developer hereby releases the Road Authority Releasees and agrees to indemnify and hold harmless the Road Authority Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of the Roads by Developer, its employees, agents, representatives, materials suppliers, vendors, transport providers or contractors, or their respective employees, agents or representatives.

B. Indemnification by the Road Authority. The Road Authority hereby releases and agrees to indemnify and hold harmless Developer and their members, officers, directors, contractors, subcontractors, employees and agents, and their respective employees, heirs, executors, administrators, successors and assigns (hereinafter collectively "Developer Releasees") from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands against the Developer Releasees arising out of or relating to the performance by the Road Authority of its obligations under this Agreement. More particularly, but without in any way limiting the foregoing, the Road Authority hereby releases the Developer Releasees and agrees to indemnify and hold harmless the Developer Releasees from any and all actions, causes of action, suits, claims, expenses (including reasonable attorney's fees) and demands arising directly or indirectly from any personal injury, death or property damage arising out of the use, construction, modifications, repair or improvement of the Road Authority, their respective employees, agents, representatives, suppliers or contractors, or their respective employees, agents or representatives.

C. Limitations of Liability. In no event shall either Party or their officers or employees be liable (in contract or in tort, involving negligence, strict liability, or otherwise) to the other Party or its contractors, suppliers, employees, members and shareholders for indirect, incidental, consequential or punitive damages resulting from the performance, non-performance or delay in performance under this Agreement.

D. Required Insurance. Developer shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance:

1. Worker's compensation and employer's liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the jurisdiction in which the Project is being constructed.
2. Commercial automobile liability insurance covering all motor vehicles, owned and non-owned, operated and/or licensed or leased by Developer and engaged in the construction of the Project. Limits of liability shall not be less than one million dollars (\$1,000,000) for the accidental injury to or death of one or more persons, or damage to or destruction of property per occurrence.

- 3. Commercial general liability insurance with minimum limits of ten million dollars (\$10,000,000) per occurrence. Without restricting the generality of the foregoing, such coverage shall include, but not be limited to bodily injury and property damage, sudden and accidental pollution liability (such coverage may be maintained on a standalone basis), products and completed operations and contractual liability. Developer shall add Clay County, Louisville Township Road District, Oskaloosa Township Road District, Songer Township Road District and Harter Township Road District, and their respective Boards, officers and employees as additional insureds to the Commercial general liability policy.
- 4. General Provisions Applicable to the Foregoing Insurance Requirements:
  - a. Developer may utilize any combination of primary and/or excess insurance to satisfy the above requirements.
  - b. Evidence of such insurance shall be submitted to the Road Authority prior to the initiation of any work or transportation of any materials or equipment on the Roads.

**Section 9. Miscellaneous Provisions**

- A. Remedies and Enforcement. In the event of a material default under this Agreement by a Party (the "Defaulting Party"), which default is not caused by the Party seeking to enforce the Agreement (the "Non-Defaulting Party"), the Non-Defaulting Party shall provide the Defaulting Party with at least sixty (60) days' prior written notice of the default and the reasonable opportunity to cure the default. If the default is not cured by the Defaulting Party, the Non-Defaulting Party shall have the right of specific performance and injunctive relief. The remedies of specific performance and injunctive relief shall not be exclusive and the Non-Defaulting Party may seek any other remedy available at law or in equity.
- B. Non-Waiver of Performance. Failure of either Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained or any of them upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of either Party's right thereafter to enforce and such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.
- C. Severability. If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.
- D. Amendments. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by the both Parties.

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E. Notices. All notices shall be in writing and sent to the Parties at the following addresses (or to such other address as such Party shall designate in writing to the other Party from time to time):

Developer: Maple Flats Solar Energy Center LLC  
One South Wacker Drive  
Suite 1800  
Chicago, IL 60606  
Attention: General Counsel

Road Authority: Clay County Highway Department

Louisville Township Road District  
[contact information]

Oskaloosa Township Road District  
[contact information]

Harter Township Road District  
[contact information]

Songer Township Road District  
[contact information]

All notices shall be sent via personal delivery, certified or registered mail, or overnight delivery service (e.g. Federal Express). Unless otherwise provided, a notice shall be deemed to be received by a Party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (e.g. Federal Express) with all fees prepaid.

F. Successors and Assigns. This Agreement shall be binding upon all successors and assigns of the Parties.

G. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic means shall be as effective as delivery of a manually signed counterpart to this Agreement.

H. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

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- I. Termination. In the event Developer does not construct the Project, Developer shall have the right to terminate this Agreement by providing fifteen (15) days prior written notice to the Road Authority. This Agreement shall otherwise terminate upon Developer's completion of post-construction repairs of the Roads and the release of the Surety Bond.
- J. Decommissioning. In the event the Project is decommissioned by the Developer, the Parties shall negotiate and enter into an agreement concerning the Developer's use, improvement and repair of the Roads for decommissioning of the Project.
- K. Entire Agreement. This Agreement contains the entire understanding of the Parties as to the matters set forth herein, and this Agreement supersedes any prior agreements or understandings by and between Parties, whether written or oral.
- L. Recitals. The Recitals made herein are true and correct and are hereby incorporated as part of this Agreement.
- M. Assignment. This Agreement may not be assigned without the written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, on the date noted below the Parties have caused the Agreement to be executed by their duly authorized officers.

CLAY COUNTY, ILLINOIS

BY: Ted Whitehead DATE: 7-14-2020  
Ted Whitehead  
County Board Chairman

ATTEST: Brenda Swinton DATE: 7-14-2020  
Clay County Clerk

LOUISVILLE TOWNSHIP ROAD DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mat Byers  
Road Commissioner

OSKALOOSA TOWNSHIP ROAD DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Steve McKnelly  
Road Commissioner

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HARTER TOWNSHIP ROAD DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
James Taekitt  
Road Commissioner

SONGER TOWNSHIP ROAD DISTRICT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Road Commissioner

MAPLE FLATS SOLAR ENERGY CENTER LLC

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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Exhibit A  
Project Maps

Motion by Barb McGrew, seconded by Janice Brooks, to approve the Bridge AID Petition #20 (01-1), Corinth in Bible Grove Township. Motion Carried.

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BRIDGE AID PROJECT NO. 20 (01-1)

PETITION

TO: County Board of Clay County, Illinois

I request aid in the construction of Bridge Aid Project No. 20(01-1) in the Township of Bible Grove, Clay County, Illinois, and in support thereof submit the following:

Name of Structure: Corinth Rd Culverts

Estimated Project Cost: \$9,000

Location of Works: Corinth Rd, near the Southeast (SE) Corner of the Southwest Quarter (SW ¼) of Section 35, T5N-R7E of the 3<sup>rd</sup> PM., Clay County, IL on TR-117 over Drainage Ditch.

Existing Structure: Corinth Rd -washed out concrete culverts.

Construction Proposed: Remove existing structures and replace with an corrugated metal pipe culvert with aggregate backfill.

Type of Traffic: Farm to market. These are Motor Fuel Tax Sections and necessary arterials for traffic.

The construction of the project shall be by the Clay County Highway Department, and per the resolution of the Clay County Board approved July 14, 2020.

The division of costs is estimated as follows:

	<u>County (50%)</u>	<u>Township (50%)</u>	<u>Total</u>
Construction	\$4,500.00	\$4,500.00	\$9,000.00

A portion of the County's share of the project will be provided by in-house labor and equipment rental costs.

I request you to issue certification of expediency for this project and appropriate the sum of \$4,500.00 for its completion from County Bridge Funds available for such purpose. The township will appropriate the sum of \$4,500.00 for use in this project.

Respectfully submitted,

Bible Grove Township Road Commissioner

Approved by the Clay County Board  
this 14<sup>th</sup> day of July, 2020

Approved this 14<sup>th</sup> day of July, 2020

Deanda Britton  
Clay County Clerk

Clay County Engineer

Motion by Chris Rinehart, seconded by John Bayler, to approve paying for 911 Sign Expenses from Public Safety Tax Fund, not to exceed \$6000.00. Motion Carried.

County Engineer Koelm provided updates on the River Bridge Project, mowing, chipping and a \$75,000 Planning Grant (for assets management plan.)

Motion by Joe Goodman, seconded by Janice Brooks, to approve the following Medical Staff Credentials:

**Appointments:**

David Mena, MD, Courtesy Radiology

**Provisional:**

Carmon Glover, DO, Current Medical Staff

James Thomas, DO, Courtesy Emergency

Leslie Williams, NP, Specified Professional Affiliate

**Reappointment:**

Michael Klingler, MD, Current Medical Staff

Alexander VanAmerongen, MD, Courtesy Pathology

Jessica Prange, MD, Courtesy Cardiology

Chester Harrison, MD, Courtesy Radiology

Parvish, Shah, DO, Courtesy Radiology

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Stephanie Swope, MD, Courtesy Radiology  
James Cowger, NP, Specified Professional Affiliate

Motion Carried, Voice Action.

CCH President Bob Sellers reported that the Hospital is moving forward EPIC Electronic Medical Record System with Go Live date in July.

Motion by Janice Brooks, seconded by Shannon French, ratify the Chairman's appointment of Jennifer Brown to the Airport Authority, term ending June 28, 2025. Motion Carried, Voice Action.

Motion by Mary McCollough, seconded by Shannon French, ratify the Chairman's appointment of Lisa Cash to the Board of Health, term ending June 30, 2022. Motion Carried, Voice Action.

Motion by Chirs Rinehart, second by Terry Hronec, to ratify the Chairman's appointment of Curtis Leib to the 911 Board. Motion Carried, Voice Action

Motion by Chris Rinehart, seconded by Terry Hronec, to ratify the Chairman's appointment of Dennis Holkenbrink to the Farmland Assessment Review Commission, for a three year term. Motion Carried, Voice Action.

Chairman Whitehead Presented the ROE#12 Quarterly Report of Official Acts.

Motion by Janice Brooks, seconded by Shannon French, to adjourn Time: 6:30 p.m. Voice Action.

PAIDS

1. ADP	PAYROLL FEES	1534.06
2. ALLEN STACEY	PHONE REIMBURSEMENT	25.00
3. AMEREN	HWY, CH, JAIL & PROB-UTILITIES	1678.11
4. ANDERSON BRAD	JANITOR EXPENSE	652.75
5. AYERS JAMIE	SHERIFF-TRAINING	82.53
6. B ELECTRIC	JANITOR EXPENSES	100.00
7. BOARD MEMBERS	BOARD MEMBERS-MEETINGS/MILEAGE	3328.53
8. BRITTON BRENDA	PHONE REIMBURSEMENT	40.00
9. BUTCHER AUTO	SHERIFF-AUTO MAINT	168.26
10. BUTCHER AMANDA	VICTIM/WITNESS COORDINATOR	4625.00
11. CLAY COUNTY DEBIT	PROB, STATE'S ATTY, & TREAS-MISC.	1660.28
12. CLAY COUNTY HEALTH DEPARTMENT	JAIL-MEDICAL SERVICES	90.79
13. CIT	COURTHOUSE DEBT RETIREMENT	167.48
14. CITY OF FLORA	ESDA RENT	275.00
15. COLLINS MARY BETH	ATTY FEES	959.65
16. COMPASS WEB	TREAS.-COMPUTER SERVICES	52.50
17. CONKLIN TERA	PROBATION-INCIDENTAL EXP	70.00
18. DALES AUTO SALVAGE	SHERIFF-INCIDENTAL EXP	105.00
19. DAVIS ZACH	COURT SECURITY-MISC	110.88
20. DEPUTIES	DEPUTIES PHONE REIMBURSEMENT	520.00
21. DURRE LUKE	COURT SECURITY-MISC	601.80
22. ELLIOTT CHRIS	PUBLIC DEFENDER EXPENSES	444.66
23. ENGEL BROS	SHERIFF-PURCHASE & LEASE OF AUTO	200.00
24. FAYETTE COUNTY	CHIEF JUDGE SHARE	293.85
25. FELDHAKE MARK	SHERIFF-TRAINING, OVERTIME & ILEAS	935.10
26. FLORA BATTERY ALTENATOR	ELECTION COMPUTER SERVICES	427.50
27. GLOBAL TECHNICAL	SHERIFF-AUTO MAINT	291.75
28. GFI	TREAS.-MISC.	35.24
29. GREENWOOD TOM	COURT SECURITY OFFICER	116.80
30. GOODIN	CIRCUIT CLERK-SUPPLIES	56.20
31. HAGEN DENA	S OF A-CLERICAL HIRE	672.00
32. HAMILTON DEANNA	STATE'S ATTY-OFFICE SUPPLIES	32.00

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33. HARGIS GLASS	SHERIFF-PURCHASE OF LEASE & AUTO	80.00	167
34. HEUERMAN CORY	SHERIFF-OVERTIME & TRAINING	897.31	
35. HONEST WATER	JAIL-SUPPLIES	93.00	
36. HOUCHENS	DIET & CARE OF PRISONERS	13.92	
37. IL JUDGES ASSOCIATION	COURT-DUES	225.00	
38. IL PUBLIC SAFETY AGENCY	JAIL-PHONE	1968.00	
39. IL STATE FIRE MARSHALL	COUNTY BUILDING REPAIRS	150.00	
40. IL SECRETARY OF STATE	SHERIFF-AUTO MAINT	151.00	
41. INDOFF	STATE'S ATTY & JAIL-SUPPLIES	626.26	
42. JAMES JACOBI	CORONER-AUTOPSY	1980.00	
43. KEMPER CPA	TREAS-SUPPLIES & MISC.	236.00	
44. KIEFER LANDSCAPING	REPAIRS TO COUNTY BUILDING	275.00	
45. KNAPP OIL	SHERIFF-AUTO MAINT	2078.91	
46. LEE'S PC DEPOT	CORONER-OFFICE SUPPLIES	150.00	
47. LEWIS ELAM	SHERIFF-OVERTIME	537.34	
48. LOUISVILLE POST OFFICE	PROB & TREAS-POSTAGE	778.20	
49. MEAGHER SIGN & GRAPHICS	SHERIFF-PURCHASE & LEASE OF AUTO	485.00	
50. METTE'S LIGHTING	JANITOR EXPENSES	398.00	
51. MILLER WES	CORONER-RENT	100.00	
52. MUNICIPAL	PROB., JAIL, CH & HWY-UTILITIES	968.58	
53. MURPHY DARLA	ELECTION-GRANT FUNDED	29.15	
54. MUSTARD SEED	COUNTY BOARD MEMBER	57.00	
55. MYERS ANDY	SHERIFF-SUPPLIES	63.74	
56. OFFICE ESSENTIALS	PROB., INCIDENTAL EXP	186.91	
57. OK AUTOMOTIVE	SHERIFF-INCIDENTAL EXP	145.00	
58. PHILLIPS RAY	COURT SECURTIY OFFICER	268.77	
59. QUILL	COUNTY CLERK-SUPPLIES/GRANT FUNDED	467.83	
60. RELX	STATE'S ATTY-DUES	152.44	
61. RAY O'HERRON	JAIL-SUPPLIES	566.28	
62. SALT & STRINGS	DIET & CARE OF PRISONERS	709.87	
63. SAV-MOR	JAIL-MEDICAL SERVICES	141.53	
64. SECRETARY OF STATE	CIRCUIT CLERK-SUPPLIES & PURCHASE LEASE OF AUTO	160.00	
65. SERVPRO	COURTHOUSE-JANITOR EXP	900.00	
66. STATE'S ATTY	STATE'S ATTY-PHONE REIMBURSEMENT	150.00	
67. SPITZNER STEVE	SHERIFF-UNIFORM/TRAVEL	210.46	
68. THE OIL CAN	ESDA-AUTO MAINT	109.00	
69. THOMSON WEST	STATE'S ATTY-DUES	696.00	
70. TUNGATE MARK	ATTY FEES	481.25	
71. VERIZON	JAIL-PHONE	454.14	
72. WABASH	ELECTION, JAIL, HWY & ADM-PHONE	3026.90	
73. WALMART	DIET & CARE OF PRISONERS & PROB.-EXP.	2007.19	
74. WEX	PROBATON-TRAVEL	97.51	
75. WELLS	SHERIFF-SUPPLIES	231.47	
76. ZIMDARS	REPAIRS TO COUNTY BUILDING	5929.50	
77. ZINKS	COURTHOUSE-SUPPLIES	74.34	
	<b>TOTAL</b>	<b>49,860.52</b>	

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UNPAIDS

1. Ameren Cips	Hwy-Utilities	107.34
2. Brenda Britton	Clerk-Misc.	139.81
3. City of Flora	ESDA-Rent	275.00
4. Clay County Counseling	Inmate Mental Health	100.00
5. Compass Web	County Clerk-Computer Services	159.95
6. DBS Disposal	Jail & Courthouse-Utilities	120.00
7. Effingham Telcom	Jail-Phone	103.00
8. GFI Digital	Treasurer-Supplies	17.05
9. Global Tech	Jail-Maint of Equipment	149.25
10. Hargis Glass	Sheriff-Auto Maint	630.12
11. Honest Water	Courthouse & Jail-Water	158.50
12. ILEAS	Grant Funding	60.00
13. Illinois Office Supply	Grant Funding & Election-Supplies	3720.00
14. Indoff	Jail & Circuit Clerk-Supplies	293.82
15. Kemper CPA	Treasurer-Supplies	595.00
16. Knapp Oil	Sheriff-Auto Maint	2605.47
17. Linda's Cleaning	Hwy-Cleaning	65.00
18. Lorenz	Jail-Supplies	253.13
19. Louisville Collision Center	Sheriff-Auto Maint	255.00
20. Meagher Sign & Graphics	Sheriff-Purchase and Lease of Auto	45.00
21. Nan Fowler	Coroner-Supplies	834.53
22. OK Auto	Sheriff-Auto Maint	480.48
23. Quill	Grant Funding	150.99
24. Ray O'Herron	Sheriff-Purchase of Equip & Jail-Training	1362.16
25. Robert Sturm	CH-Equipment Maint	13.80
26. Salt & Strings Butchery	Jail-Diet and Care of Prisoners	339.67
27. SICJTP	Sheriff-Training	1840.00
28. Tech Mang	Jail-Phone	316.70
29. The Oil Can	Sheriff-Auto Maint	43.00
30. Triplett Funeral Homes	Coroner-Autopsy	125.00
31. University of IL	Sheriff-Training	5350.70
32. Wes Miller	Coroner-Travel	104.65
33. Zink Building	Courthouse-Supplies	63.31
	<b>Total</b>	<b>20877.43</b>