#26-45

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), effective as of Oct. 8th, 2026 ("Effective Date") is entered into by and between the City of Lacon, Illinois ("City"), a municipal corporation, and Marshall County, Illinois ("County"), a body politic and corporate, collectively referred to as the "Parties." Fulton Street Solar, LLC ("Project Company") joins in this Agreement solely for the limited purposes set forth in Section 11 below and shall not be deemed a "Party" except with respect to the acknowledgments, consents, and obligations expressly set forth in Section 11.

1. AUTHORITY

This Agreement is made pursuant to the Illinois Constitution, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which authorize units of local government to enter into intergovernmental agreements for the performance of powers shared by both entities.

Each of the City and the County possesses land-use, zoning, permitting, and related regulatory authority within its respective jurisdiction. The Parties acknowledge that the Renewable Energy Facilities Agricultural Impact Mitigation Act, 505 ILCS 147/1 et seq. (the "Act"), assigns to the County certain responsibilities with respect to the receipt and administration of the deconstruction plan and financial assurance required for the Project. The City's authority with respect to such AIMA-required financial assurance is not independent statutory authority under the Act, but instead arises from the County's authorization under this Agreement and the City's separate zoning, land-use, permitting, and local enforcement authority.

2. PURPOSE

The purpose of this Agreement is to allow the County to authorize the City of Lacon to hold, administer, and act as the primary beneficiary of the financial assurance required under the AIMA for the Fulton Street Solar, LLC community solar project ("Project"), in lieu of the County. The Project is located within the City of Lacon commonly known as 825 Thirteenth Street, Lacon, Illinois 61540, and comprising the following Property Index Numbers (PINs) and acreage: 04-25-200-003 (13.60 acres); 04-25-184-001 (1.28 acres); and 04-25-181-006 (0.5 acres); as further described on the Site Plan attached hereto as **Exhibit A**.

This Agreement is intended to:

- Avoid duplication of financial assurance requirements;
- Streamline Project administration of decommissioning and land-restoration obligations; and
- Clarify the respective rights, responsibilities, and duties of the City and County with respect to Project financial assurance.

3. FINANCIAL ASSURANCE TO BE HELD BY THE CITY

3.1 Assignment of Responsibility

The County hereby authorizes and agrees that the City shall hold, manage, enforce, and become the primary beneficiary of the financial assurance required under the Project AIMA, 505 ILCS 147/15 (a-5), to be provided to the County.

3.2 Form and Amount

The form (e.g., surety bond, letter of credit, escrow, or other acceptable instrument) and amount of financial assurance shall:

- Comply with the AIMA and 505 ILCS 147/1 et. seq., requirements applicable to the Project;
- Be acceptable to the City of Lacon; and
- Be provided directly to the City by Fulton Street Solar, LLC.

3.3 County Reliance

The County may rely on the City's retention of financial assurance and periodic reassessment of decommissioning costs, known as "deconstruction," under 505 ILCS 147-15(b-5), as satisfying the County's parallel AIMA obligations.

4. CITY RESPONSIBILITIES

The City shall:

1. Maintain the financial assurance in accordance with all AIMA requirements;
2. Reevaluate the estimated costs of decommissioning as needed consistent with the AIMA;
3. Provide copies of the financial assurance instrument and any amendments to the County upon request by the County;
4. Draw upon the financial assurance in the event the Project owner fails to fulfill decommissioning or land-restoration obligations as set forth in the AIMA; and
5. Apply financial assurance proceeds solely to AIMA-compliant decommissioning and restoration activities.

5. COUNTY RESPONSIBILITIES

The County shall:

1. Recognize the City's holding of financial assurance as satisfying the AIMA's financial assurance requirements applicable to the County;
2. Coordinate with the City as necessary and applicable regarding any enforcement or decommissioning concerns related to the Project; and

3. Notify the City of any landowner complaints or AIMA compliance issues that may require use of the financial assurance.

6. COOPERATION AND INFORMATION SHARING

The Parties agree to cooperate in good faith and share relevant information regarding Project AIMA-related oversight, compliance, and decommissioning financial assurance obligations.

7. NO TRANSFER OF OTHER REGULATORY AUTHORITY

Except as expressly provided herein, this Agreement does not:

- Transfer zoning or permitting authority;
- Transfer land-use enforcement powers; or
- Modify any responsibilities either Party holds under state law.

8. TERM AND TERMINATION

8.1 Term

This Agreement shall remain in effect until the earlier of:

- The City's confirmation that all decommissioning and land-restoration obligations have been satisfied;
- Mutual written agreement of both Parties; or
- Termination of the AIMA.

8.2 Termination for Cause

Either Party may terminate this Agreement for failure of the other Party to perform its obligations, upon 60 days' written notice and an opportunity to cure.

8.3 Effect of Termination

If this Agreement is terminated, the Parties shall coordinate to ensure continued compliance with AIMA requirements, including transfer of financial assurance if necessary.

9. INDEMNIFICATION

Each Party agrees to hold harmless and indemnify the other from claims, damages, or liabilities arising from its own acts or omissions in carrying out responsibilities under this Agreement.

10. MISCELLANEOUS

10.1 Amendments

Any amendment to this Agreement must be in writing and signed by both Parties.

10.2 Governing Law

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

10.3 Notices

All notices required under this Agreement must be in writing and delivered by certified mail, courier, or email with confirmation of receipt to the designated representatives of each Party as identified below:

City of Lacon, Illinois	Marshall County, Illinois
Mayor Tim Strawn, or his successor(s) Mayor's Office, City Clerk 406 5th Street Lacon, Illinois 61540 Phone: 309-246-6111 (City Clerk) Email: *cityclerk@grics.net* With email copy to: *kday@hgsuw.com*	Chairperson Travis McGlasson, or his successor(s) 122 North Prairie Street P.O. Box 328 Lacon, Illinois 61540 Phone: 309-246-6325 (County Clerk) Email: *coclerk@marshallcountyillinois.gov* With email copy to: *statesattorney@marshallcountyillinois.gov*

10.4 Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter.

11. PROJECT COMPANY ACKNOWLEDGMENT AND CONSENT

Fulton Street Solar, LLC (the "Project Company") joins in this Agreement solely to acknowledge and agree that the County has authorized the City to hold, administer, enforce, and draw upon the Project's AIMA-required financial assurance in accordance with this Agreement. The Project Company shall provide and maintain such financial assurance directly to the City, in the required form and amount, and shall not object to the City's role or exercise of rights under the financial assurance solely because the City, rather than the County, holds or is named as beneficiary of it. The Project Company is not otherwise a Party to this Agreement, and nothing in this Section 11 limits the Project Company's obligations under the AIMA, the Project AIMA, any deconstruction plan, or applicable law.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the Effective Date.

City of Lacon, Illinois

By: _____

Name: _____

Title: _____

Marshall County, Illinois

By: _____

Name: Travis McGlasson

Title: Chairperson

ACKNOWLEDGED AND AGREED SOLELY AS TO SECTION 11:

Fulton Street Solar, LLC

By: _____

Name: _____

Title: _____

Exhibit A

Site Plan

