KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE MEETING
110 West Madison Street • Court Room • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

AGENDA

Tuesday, October 14, 2025 – 4:30 p.m.

CALL TO ORDER:
ROLL CALL: Brian DeBolt, Elizabeth Flowers, Dan Koukol, Ruben Rodriguez (Vice-Chairman), and Seth Wormley (Chairman)

APPROVAL OF AGENDA:

APPROVAL OF MINUTES: Approval of Minutes from September 8, 2025, Meeting (Pages 3-16)

PUBLIC COMMENT:

EXPENDITURE REPORT: Review of Expenditures from the Previous Month (Pages 17-20)

PETITIONS:

1. **Petition 25 – 04 – Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner) (Pages 21-484)**
   Request: Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282(17)(a) of the Kendall County Code to Allow a Commercial Solar Energy Facility on Land within One Point Five (1.5) Miles of Municipality without an Annexation Agreement
   PIN: 02-09-400-007
   Location: Between 9417 and 9221 Corneils Road, Bristol, in Bristol Township
   Purpose: Petitioner Would Like to Install a Commercial Solar Energy Facility; Property is Zoned A-1

2. **Petition 25 – 17 – David J. Gilbert (Pages 485-492)**
   Request: Voluntary Revocation of a Special Use Permit for Sale of Agricultural Products Not Grown on the Premises Granted by Ordinance 2000-22
   PIN: 05-18-400-011
   Location: 8756 E. Highpoint Road, Yorkville, in Kendall Township
   Purpose: Petitioner Wants To Voluntarily Revoke the Special Use Permit; Property is Zoned A-1 With a Special Use Permit

3. **Petition 25 – 20 – Keith A. Rot on Behalf of Edgewood Bank Trust 319 and Rot Rot & Rot Partners (Pages 493-498)**
   Request: Voluntary Revocation of a Special Use Permit for a Restricted Landing Strip Granted by Ordinance 1978-03
   PINs: 03-35-426-001 and 03-35-476-003
   Location: East of 1237 Plainfield Road, Oswego, in Oswego Township
   Purpose: Petitioner Wants To Voluntarily Revoke the Special Use Permit; Property is Split Zoned A-1 and A-1 With a Special Use Permit

NEW BUSINESS:

1. Approval to Change the November 2025 Kendall County Planning, Building and Zoning Committee Meeting Date and Time

2. Recommendation on a Proposal from WBK Engineering to Complete Work Related to the Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's) Renewal at a Cost Not to Exceed $5,500; Related Invoices to be Paid from the Planning, Building and Zoning Department's Consultant Line Item in the FY25-26 Budget (Pages 499-510)

3. Recommendation on 2026 Comprehensive Noxious Weed Work Plan (Pages 511-512)

4. Recommendation on Fiscal Year 2025-2026 Meeting Calendar (Page 513)

OLD BUSINESS:

1. Update on the Comprehensive Plan Update Project (Pages 514-532)

2. Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township; Committee Could Approve the Issuance of a Citation (Page 533)

3. Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code (Pages 534-537)

4. Special Use Enforcement Update (Page 538)

REVIEW PRE-VIOLATION AND VIOLATION REPORT (Pages 539-540):

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

REVIEW PERMIT REPORTS (Pages 541-565):

REVIEW REVENUE REPORT (Page 566):

CORRESPONDENCE:

COMMENTS FROM THE PRESS:

EXECUTIVE SESSION:

1. Review of Minutes of Meetings Lawfully Closed Under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21))

NEW BUSINESS:

1. Approval to Release the Executive Session Minutes of October 14, 2025

ADJOURNMENT:

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of September 8, 2025 – Unofficial until Approved

CALL TO ORDER
The meeting was called to order by Chairman Wormley at 6:30 p.m.

ROLL CALL
Committee Members Present: Brian DeBolt, Elizabeth Flowers, Dan Koukol, Ruben Rodriguez (Vice Chairman), and Seth Wormley (Chairman)
Committee Members Absent: None
Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Claire Wilson, Fran Miller, Jordan Quezada, Irma Quezada, Jo Beth Larkin, Dan Larkin

APPROVAL OF AGENDA
Member Flowers made a motion, seconded by Member Koukol, to approve the agenda as presented. With a voice vote of five (5) ayes, the motion carried.

APPROVAL OF MINUTES
Member DeBolt made a motion, seconded by Member Flowers, to approve the minutes of the August 14, 2025, meeting. With a voice vote of five (5) ayes, the motion carried.

PUBLIC COMMENT
Claire Wilson, Attorney for the Petitioner, spoke about Petitions 25-09 and 25-10. The Petitioner wishes to rezone the northerly property to R-1 at 14874 Brisbin Road, Minooka in order to build a house. The Petitioner wishes to rezone the southerly property to R-1 at 14918 Brisbin Road, Minooka in order to build a house. Ms. Wilson stated that both Petitions were approved by the Seward Township Board of Trustees. She also mentioned that the Zoning Board of Appeals ZBA approved Petition 25-09 and denied Petition 25-10. The reason being drainage and field tiles.

In 2022, the Quezada's requested to rezone the portions of the properties to R-1 in order to build two (2) houses.

The Petitioner would like to rezone the subject areas in order to build two (2) more homes.

Member Rodriguez requested information on the LaSalle factors.

Expenditure Report

Review of Expenditures from the Previous Month

The Committee reviewed the Expenditure Report.

Quarterly Expenditure Update

The Committee reviewed the fiscal year to date information and the Escrow Report.

PETITIONS

Petitions 25-09 and 25-10 Irma Loya Quezada

Mr. Asselmeier summarized the requests.

The Petitioner is requesting a map amendment rezoning approximately three point two (3.2) acres of the northwest corner of 14874 Brisbin Road, Minooka from A-1 Agricultural District to R-1 One Family Residential District in order to construct one (1) house. The Petitioner is also requesting a map amendment rezoning approximately three point two (3.2) acres of the southwest corner of 14918 Brisbin Road, Minooka from A-1 Agricultural District to R-1 One Family Residential District in order to construct one (1) house.

The Petitioner plans to use Plat Act exemptions to divide the larger parcel.

The agricultural building permits for the parcels were used in 2003 and 2004. The only way houses can be constructed on the subject parcels is by obtaining the requested map amendment.

The southwest corner of the northern parcel was rezoned to R-1 in 2022 by Ordinance 2022-15 and the northwest corner of the southern parcel was also rezoned to R-1 in 2022 by Ordinance 2022-15.

The application materials, plat of survey, and Ordinance 2022-15 were provided.

The northern property is approximately ten point three-seven more or less (10.37 +/-) acres total with approximately three-point two plus or minus (3.2 +/-) acres proposed for rezoning. The southern property is approximately ten point four-two plus or minus (10.42 +/-) acres total with approximately three-point two plus or minus (3.2 +/-) acres proposed for rezoning.

The existing land use for the northern parcel is Agricultural. The existing land use for the southern parcel is Agricultural and Single-Family Residential.

The future land use is Rural Estate Residential (Max 0.45 Du/Acre).

Brisbin Road is a Township maintained Major Collector.

There are no trails planned for the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Agricultural, Farmstead, Single-Family Residential, and Hogan's Market.

The adjacent properties are zoned A-1 and A-1 SU.

The County's land plan calls for the area to be Agricultural and Rural Estate Residential. The Village of Plattville's plan calls for the area to be Low Density Residential.

The properties within one half (1/2) mile are zoned A-1, A-1 SU, and R-1.

The A-1 special use to the west is for the sale of agricultural products, art, pottery, and home décor not produced on the premises (Hogan's Market).

EcoCat submitted on July 22, 2025, and consultation was terminated.

NRI application submitted as part of the rezoning request in 2022. The LESA Score was 199 indicating a low level of protection. The NRI Summary Report was provided.

Seward Township was emailed information on July 24, 2025. The Seward Township Planning Commission met on August 5, 2025, and recommended denial of the proposal by a vote of three (3) against the proposal and one (1) in favor of the proposal. The reasons for denial were as follows: The same family rezoned their original ten (10) acres three (3) years ago to allow for two (2) residential homes and now they are re-zoning once again on the two (2) remaining properties. Row after row of houses rezoned to residential along rural roads was not the intention of the residential plan put in place by the county in the Comprehensive Plan and Seward Township approved a new Comprehensive Plan that shows the area as Agricultural and not Residential. An email with this information was provided.

The Seward Township Board met on August 12, 2025, reviewed the proposal on August 12, 2025, and recommended approval by a vote of three (3) in favor and two (2) in opposition upon recommendation by their attorney. The minutes of the meeting were provided.

The Village of Plattville was emailed information on July 24, 2025. No comments received.

The Lisbon-Seward Fire Protection District was emailed information on July 24, 2025. No comments received.

ZPAC reviewed this proposal at their meeting on August 6, 2025. Discussion occurred regarding the conflict between the Seward Township Plan and the County Land Resource Management Plan. ZPAC voted to forward the proposal by a vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on August 27, 2025. Three (3) residents discussed drainage in the area on the subject property, in particular. Discussion occurred regarding zoning and the buildability of property. Discussion occurred regarding traffic and the increased number of driveways on Brisbin Road. Discussion occurred regarding the difference between the County's plan and Seward Township's plan and the care taken to plan in the area. Discussion occurred regarding Seward Township assisting the County financially if a lawsuit arose from denying the request. Discussion occurred about spot zoning and incorporating primary and secondary growth areas in the County's new Comprehensive Plan. One (1) neighbor stated that she did not receive notice of the request; this will be investigated. The Kendall County Regional Planning Commission voted to forward the proposal to the Zoning Board of Appeals by a vote of five (5) in favor, four (4) in opposition and one (1) abstention. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on September 2, 2025. Discussion occurred regarding the forty (40) acre rule and Plat Act exemptions. Scott Cryder, Seward Township Highway Commissioner, discussed the drainage of the area and drain tile that runs through the southern parcel proposed for rezoning. Discussion occurred regarding zoning and buildability. Discussion also occurred about relocating drain tile. Fran Miller, Seward Township Trustee, noted that the Seward Township Planning Commission and Seward Township Board recommended denial of the original rezoning request in 2022. She noted that Seward Township's Plan calls for the area to be agricultural. She discussed if the Quezadas were aware when they purchased the property that no permits were available. She asked if inspections would occur as part of the building process. As R-1 properties, building inspections would occur. The Health Department would inspect the septic systems. Ms. Miller quoted the Petitioner's response from 2022 regarding drainage and the best areas to rezone to R-1; drainage was the reason only the original portions of the properties were rezoned in R-1. Jo Beth Larkin noted that one (1) of the findings of fact was that the proposal must be in the public's interest and not solely in the interest of the Petitioner. She discussed the importance of the water situation in the area. She questioned if the back portions of the properties could be rezoned to R-1. Discussion occurred regarding access and frontage requirements. Don Larkin discussed the drainage through the northern parcel. Dan Larkin also discussed drainage and the difficulties of re-routing tile. The Petitioner's husband discussed how they currently handle drainage. The Petitioner's Attorney provided a letter from 2022 from HD Backhoe Service regarding drain tile. The Petitioner's Attorney also provided a plat of survey showing the locations of future houses. Aaron White felt that more attention should be paid regarding the water issue from a proactive standpoint instead of a reactive standpoint. Discussion occurred regarding the building permit review process. The Zoning Board of Appeals recommended approval of Petition 25-09 by a vote of four (4) in favor and one (1) in opposition; two (2) members were absent. Member Cherry voted no because of the drainage issues. The Zoning Board of Appeals recommended denial of Petition 25-10 by a vote of three (3) in favor and two (2) in opposition; two (2) members were absent. Four (4) positive votes are required to rule in favor

of the applicant. Member Cherry voted no because of the drainage issues. Chairman Mohr also voted no on the drainage issues and he was against having houses on three (3) acre lots in this area. The minutes of hearing were provided.

The Petitioner desires to rezone the subject property in order to build one (1) house.

Any new homes or accessory structures would be required to meet applicable building codes.

No public or private utilities are onsite.

The properties front Brisbin Road. Staff has no concerns regarding the ability of Brisbin Road to support the proposed map amendment.

Any new driveways constructed would be for residential purposes. Any new driveways would have to meet applicable regulations and secure proper permits.
No new odors are foreseen.

Any new lighting would be for residential use only.

Any fencing, landscaping, or screening would be for residential purposes.

Any signage would be residential in nature.

No noise is anticipated.

Any new homes would have to be constructed per the Kendall County Code.

The Findings of Fact for Petition 25-09 were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes or larger lot single-family residential uses.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned R-1, A-1, or A-1 SU for the sale of agricultural products, art, pottery, and home décor not produced on the premises.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently mostly zoned A-1 with the southwest corner zoned R-1. The agricultural housing allocations for the subject property have already been used and no new single-family homes can be constructed on the subject property without a map amendment and division of the property.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be

considered the lowest classification. The trend of development in the area is a mix of agricultural and single-family residential uses found in rural settings.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Rural Estate Residential. The R-1 One Family Residential District is consistent with the Rural Estate Residential classification.

The Findings of Fact for Petition 25-10 were as follows; Member Cherry dissented:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes or larger lot single-family residential uses.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned R-1, A-1, or A-1 SU for the sale of agricultural products, art, pottery, and home décor not produced on the premises.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently mostly zoned A-1 with the northwest corner zoned R-1. The agricultural housing allocations for the subject property have already been used and no new single-family homes can be constructed on the subject property without a map amendment and division of the property.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in the area is a mix of agricultural and single-family residential uses found in rural settings.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Future Land Use Map in the Land Resource Management Plan classifies this property as Rural Estate Residential. The R-1 One Family Residential District is consistent with the Rural Estate Residential classification.

Staff recommended approval of the proposed map amendments because the proposals are consistent with the Land Resource Management Plan.

The draft ordinances were provided.

Member Flowers asked if the Petitioners already had two (2) parcels zoned R-1. Mr. Asselmeier stated that the Petitioner has portions of two (2) parcels zoned R-1 and one (1) house was built on one (1) of the parcels.

Member Koukol stated he recalled when the Petitioner requested the R-1 zoning in 2022. He approved it because it was more tax revenue for the county.

Member Koukol asked where the drain tile was located on the image and in which parcel. Mr. Asselmeier presented the image of the southerly parcel that showed the drain tile, which is petition 25-10. Member Koukol asked where the flow of water goes. Mr. Asselmeier stated it goes through the northwest cutting into the southeast. The area is proposed to be rezoned.

Member Koukol asked if the Petitioner live in the house. Ms. Wilson said yes.

Discussion occurred about approving the property on the northerly parcel 25-09 and denial of the southerly parcel 25-10.

Member DeBolt asked if there were any utilities on the property. Mr. Asselmeier stated there were utilities where the house was located.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-09.

The votes were as follows:

Yeas (5): Koukol, Rodriguez, Wormley, DeBolt and Flowers
Nays (0): None
Abstain (0): None
Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the regular agenda.

Mr. Asselmeier spoke about Petition 25-10. This property already has a house on it. The Zoning Board of Appeals recommended denial of this proposal. Three (3) members were in favor two (2) were in opposition and two (2) were absent. Four (4) positive votes were required to rule in favor of the applicant. Member Cherry voted no because of drainage. Member Mohr voted no because of drainage and was not in favor of having three (3) acre lots in the area.

Member DeBolt asked how big the drainage tile was. Mr. Asselmeier stated it was approximately fifteen inches (15”) maximum, based on information from the neighbors.

Mr. Quezada stated the drain tile was six to twelve inches (6”-12”). Member DeBolt stated that if the current residents wanted to sell their property and a contractor came and wanted to build on a buildable lot, they may damage the drain tile. Member DeBolt has seen it happen before where builders come in and cut the drain tile and the

neighboring residents feel the repercussions. He stated the drain tile is a major field tile that many farmers tie into and depend on it to work properly.

Member Koukol asked if there were any comments from Seward Township. Fran Miller who is one of the trustees stated she was in her position since May. She doesn't have intimate knowledge of what happened in 2022. The Seward Township Planning Commission voted three (3) to one (1) in opposition. Ms. Miller stated the township board voted to approve it after the township attorney mentioned the LaSalle Factors. Member Wormley stated it was a split vote.

Member Koukol asked if there was an ordinance that states someone can or cannot plant a willow tree. Ms. Miller stated that she is not aware of any.

Member DeBolt asked Ms. Miller what the main concern was for voting in opposition. Ms. Miller responded that drainage was one (1) of the reasons, also that the owners requested a zoning change in 2022, and three (3) years later are asking for another zoning change. Seward Township's Plan calls for the property to be A-1. Ms. Miller stated there was a disconnect between the Township and the County.

Member DeBolt stated there were other properties in the area that have buildable lots and it can be a benefit because of the tax revenue. In this case Member DeBolt will vote in opposition to Petition 25-10 because of the drainage.

Member Rodriguez stated he will vote in opposition to Petition 25-10 because of the drainage.

Ms. Wilson stated that it would be foolish for anyone to build or interfere with the field tile. Ms. Wilson stated that the Petitioner will have acquire a building permit. The current Petition is not to build on the property, it is to rezone the property to R-1.

Member Rodriguez asked if the Petitioner had approval on one (1) house or more. Mr. Asselmeier stated that the approval was for two (2) houses. Member Rodriguez stated it was hard to approve the southerly lot.

Chairman Wormley, asked if the two (2) parcels were approved how would the owner get access to the agricultural section of the lot. Ms. Wilson stated that they would reroute the driveway to obtain access to the agricultural section.

Chairman Wormley stated that it is important to work on the future land use map to avoid these types of issues.

Member Flowers made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-10.
The votes were as follows:

Yeas (0): None
Nays (5): Flowers, Koukol, Rodriguez, Wormley, and DeBolt
Abstain (0): None

Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the regular agenda

Petition 25-13 Mikol's Construction on Behalf of Colt T. Neumann
Mr. Asselmeier summarized the request.

A fifteen-foot (15') drainage and utility easement presently exists between Lots 50 and 51 in Henneberry Woods Subdivision. The Petitioner owns the subject lots and would like to construct a home in the center of the combined lots.

The property is located at 4771 Cherry Road and 4756 Waa-Kee-Sha Drive, Oswego, in Na-Au-Say Township.

The property is approximately one point five (1.5) acres in size.

The property is zoned RPD-2 and is currently vacant residential land.

The County's Future Land Use Map calls for the property to be Rural Residential (Max 0.65 Du/Acre).

Waa-Kee-Sha Drive and Cherry Road are Township Roads classified as Local Roads.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Single-Family Residential.

The adjacent properties are zoned RPD-2.

The County's Future Land Use Map calls for the area to Rural Residential (Max 0.65 Du/Acre).

Na-Au-Say Township was emailed information on July 31, 2025. On August 4, 2025, Na-Au-Say Township Supervisor Eric Bernacki and Na-Au-Say Township Road Commissioner David Wheeler recommended the frontage of the combined lots being on Waa-Kee-Sha Drive. This email was provided. The Petitioner was agreeable to this request.

The Village of Oswego was emailed information on August 11, 2025. No comments have been received.

The Oswego Fire Protection District was emailed information on August 11, 2025. The Oswego Fire Protection District submitted an email on August 13, 2025, with no comments on the proposal.

ZPAC reviewed the proposal at their meeting on September 2, 2025. It was assumed that, if the utilities signed off on the plat, no infrastructure was located or planned to be placed inside the subject easement. ZPAC recommended approval of the proposal by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The application materials and the plat of vacation were provided.

All of the utilities signed the plat approving the vacation.

On July 29, 2025, a representative from the Henneberry Woods Homeowners' Association submitted a letter stating the HOA approved the combination of lots, contingent upon approval by the Architectural Review Committee. This letter was provided.

On July 31, 2025, WBK Engineering submitted an email expressing no opposition to the request. This email was provided.

Staff recommended approval of the requested plat of vacation provided that Lots 50 and 51 remain under the same ownership and that front yard access comes from Waa-Kee-Sha Drive.

The draft ordinance was provided.

Member Koukol made a motion, seconded by Member Flowers, to recommend approval of the vacation with the conditions proposed by Staff.

The votes were as follows:

Yeas (5): Koukol, Rodriguez, Wormley, DeBolt, and Flowers
Nays (0): None
Abstain (0): None
Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the consent agenda.

Petition 25-16 Wayne J. Skoff on Behalf of 1st Midwest Trust #72-22350
Mr. Asselmeier summarized the request.

On November 20, 2001, the Kendall County Board granted a special use permit for indoor storage of boats, recreational vehicles, classic cars at the subject property. Ordinance 2001-30 was provided.

Ordinance 2001-30 revoked a previously granted special use permit for a commercial poultry farm. That revocation would remain in effect.

Condition 10 of the special use permit required a right-of-way dedication. Staff was unsure if the dedication occurred.

On August 26, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the draft revocation ordinance.

The draft revocation ordinance was provided.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of the revocation.

The votes were as follows:

Yeas (5): Koukol, Rodriguez, Wormley, DeBolt, and Flowers
Nays (0): None
Abstain (0): None
Absent (0): None

The motion carried.

The proposal goes to the Kendall County Board on September 16, 2025, on the consent agenda.

NEW BUSINESS:

Special Use Enforcement Update

Mr. Asselmeier provided the Committee with an update on the special use permits that require annual review and renewal. All of the special use permits that required annual review or renewal were in compliance expect the former Camp Quarryledge site. The outdoor storage special use permit for Four Seasons Storage expires December 31, 2025; they likely will ask for an extension.

Mr. Asselmeier also reported that special use permits that appeared inactive or were required to submit right-of-way dedications were sent letters in August asking if they would like to remain or come into compliance.

Approval to Change the October 2025 Kendall County Planning, Building and Zoning Meeting Date and Time

Mr. Asselmeier reported that the October meeting conflicted with Columbus Day. The consensus of the Committee was to move the meeting to, Tuesday, October 14, 2025, at 4:30 p.m.

OLD BUSINESS:

Update on the Comprehensive Plan Update Project
Mr. Asselmeier reported that Teska Associates completed five (5) workshops for gathering information. They completed the survey component of the project. They are currently working on the draft components of the proposal of the plan. Teska Associates will have a meeting with the townships and County regarding the WIKADUKE Trail. They will provide an update on October 22 where they will make provisions and have a joint meeting with the Comprehensive Land Plan and Ordinance Committee and Regional Planning Commission on December 10, 2025, to go over the material. Teska will schedule an additional round of workshops to present the proposal to the residents and receive their input.

Update on Stormwater Permit at 13039 McKanna Road (PIN: 09-09-100-002) in Seward Township; Committee Could Approve the Issuance of a Citation
Mr. Asselmeier provided an email from August from the Petitioner stating they were waiting on the Illinois Department of Natural Resources Permit. No updates from IDNR.

Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code
Mr. Asselmeier provided an email from Greg Chismark requesting an update from FEMA on the review of the proposed amendments. No updates from FEMA.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:
The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:
Mr. Asselmeier reported there is no update from the Historic Preservation Commission.

REVIEW PERMIT REPORTS:
The Committee reviewed the report.

REVIEW REVENUE REPORT:
The Committee reviewed the report.

CORRESPONDENCE
None

COMMENTS FROM THE PRESS:
None

EXECUTIVE SESSION
None

ADJOURNMENT:
Member Wormley made a motion, seconded by Member DeBolt to adjourn. With a voice vote of five (5) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 7:37 p.m.

Minutes prepared by Wanda A. Rolf, Part-Time Office Assistant

Enc.

KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
SEPTEMBER 8, 2025

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Claire M. Wilson	P.O. Box 344 Channahon, IL 60410	cwilsonlaw@gmail.com
Fran Miller		
Jordan		

Kendall County

Zoning-Econ 9-8-25

CLERK: wRolf BATCH: 5788 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE

PENDING UNPAID INVOICES

135 00000 BUILDING & ZONIN 8-27-25 091525 25.00 .00 .00

CASH 000008 2025/09 INV 08/27/2025 SEP-CHK: Y DISC: .00 11001902 62170 25.00 1099: - Repair Flat
ACCT 1Y210 DEPT 19 DUE 09/08/2025 DESC:Flatso's Tire Shop

CONDITIONS THAT PREVENT POSTING INVOICE 135/66322

* Invoice must be approved or voided to post.
PBZ YORKVILLE IL 60560

1886 00001 WAREHOUSE DIRECT 5986964-0 091525 59.86 .00 .00

CASH 000008 2025/09 INV 08/27/2025 SEP-CHK: Y DISC: .00 11001902 62000 59.86 1099:
ACCT 1Y210 DEPT 19 DUE 09/08/2025 DESC:Runco Office Supplies-labels; envelopes

CONDITIONS THAT PREVENT POSTING INVOICE 1886/66323

* Invoice must be approved or voided to post.
PO BOX 772570 CHICAGO IL 60677-2570

1849 00001 VERIZON 6121543122 091525 42.37 .00 .00

CASH 000008 2025/09 INV 08/27/2025 SEP-CHK: Y DISC: .00 131505 62070 42.37 1099: - EDC
ACCT 1Y210 DEPT 19 DUE 09/08/2025 DESC:Verizon Phone Bill-Econ

CONDITIONS THAT PREVENT POSTING INVOICE 1849/66324

* Invoice must be approved or voided to post.
PO BOX 16810 NEWARK NJ 07101-6810

1849 00001 VERIZON 6121543122A 091525 127.11 .00 .00

CASH 000008 2025/09 INV 08/27/2025 SEP-CHK: Y DISC: .00 11001902 62070 127.11 1099:
ACCT 1Y210 DEPT 19 DUE 09/08/2025 DESC:Verizon Wireless-PBZ

CONDITIONS THAT PREVENT POSTING INVOICE 1849/66325

* Invoice must be approved or voided to post.
PO BOX 16810 NEWARK NJ 07101-6810

1165 00000 KENDALL COUNTY R 9-2-25 091525 171.00 .00 .00

CASH 000008 2025/09 INV 08/27/2025 SEP-CHK: Y DISC: .00 11001902 63700 171.00 1099:
ACCT 1Y210 DEPT 19 DUE 09/08/2025 DESC:Ordinances (3) Recording fee

CONDITIONS THAT PREVENT POSTING INVOICE 1165/66376

* Invoice must be approved or voided to post.

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CLERK: wRolf BATCH: 5788 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
RECORDERS OFFICE YORKVILLE IL 60560							
1153 00000 KENDALL COUNTY H	09-02-2025		091525	260.00	.00	.00	
CASH 000008 2025/09	INV 08/27/2025	SEP-CHK: Y	DISC: .00		11001902 62170	260.00	1099:
ACCT 1Y210 DEPT 19	DUE 09/08/2025	DESC:Gas for PBZ					
CONDITIONS THAT PREVENT POSTING INVOICE	1153/66378						
* Invoice must be approved or voided to post.							
6780 ROUTE 47 YORKVILLE IL 60560							
107 00000 AUTOMOTIVE SPECI	26526		091525	236.95	.00	.00	
CASH 000008 2025/09	INV 08/27/2025	SEP-CHK: Y	DISC: .00		11001902 62170	236.95	1099:
ACCT 1Y210 DEPT 19	DUE 09/08/2025	DESC:PBZ Vehicle Maint.					
CONDITIONS THAT PREVENT POSTING INVOICE	107/66380						
* Invoice must be approved or voided to post.							
208 WOLF ST YORKVILLE IL 60560							
3883 00000 ANTHONY MAYER	9-5-25		091525	1,400.00	.00	.00	
CASH 000008 2025/09	INV 08/27/2025	SEP-CHK: Y	DISC: .00		11001902 63610	1,400.00	1099:N
ACCT 1Y210 DEPT 19	DUE 09/08/2025	DESC:Mayer Plumbing-Qty 10					
CONDITIONS THAT PREVENT POSTING INVOICE	3883/66510						
* Invoice must be approved or voided to post.							
4 HICKORY LANE OSWEGO IL 60543							
541 00000 FIRST NATIONAL B	#3542457		091525	713.00	.00	.00	
CASH 000008 2025/09	INV 08/27/2025	SEP-CHK: Y	DISC: .00		11001902 62030	713.00	1099:
ACCT 1Y210 DEPT 19	DUE 09/08/2025	DESC:FNBO-AICP APA Membership					
CONDITIONS THAT PREVENT POSTING INVOICE	541/66606						
* Invoice must be approved or voided to post.							
PO BOX 2818 OMAHA NE 68103-2818							
1508 00000 ROBIN GREEN INC.	225133		091525	34.00	.00	.00	
CASH 000008 2025/09	INV 08/27/2025	SEP-CHK: Y	DISC: .00		11001902 62170	34.00	1099:
ACCT 1Y210 DEPT 19	DUE 09/08/2025	DESC:Paradise Car Wash					
CONDITIONS THAT PREVENT POSTING INVOICE	1508/66609						
* Invoice must be approved or voided to post.							
1010 N BRIDGE ST YORKVILLE IL 60560							

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Zoning-Econ 9-16-25

CLERK: wRolf BATCH: 5836 NEW INVOICES

VENDOR	REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
1172	00000 KENDALL PRINTING 25-0911			093025	61.70	.00	.00	
CASH 000008	2025/10	INV 09/12/2025	SEP-CHK: Y	DISC: .00		11001902 62000	61.70	1099:N
ACCT 1Y210	DEPT 19	DUE 09/12/2025	DESC:Office supplies-envelopes					
948 N BRIDGE ST YORKVILLE IL 60560								
899996	00000 Michelle Sieder 09-16-25			093025	415.04	.00	.00	
CASH 000008	2025/10	INV 09/12/2025	SEP-CHK: Y	DISC: .00		180119 63150 24-11 -REFUND -003 -	415.04	1099:
ACCT 1Y210	DEPT 19	DUE 09/12/2025	DESC:Refund to close the escrow account					
152 Chapin Way Oswego IL 60543								
1886	00002 WAREHOUSE DIRECT 5998116-0			093025	58.98	.00	.00	
CASH 000008	2025/10	INV 09/12/2025	SEP-CHK: Y	DISC: .00		11001902 62000	58.98	1099:
ACCT 1Y210	DEPT 19	DUE 09/12/2025	DESC:Office Supplies					
PO BOX 772570 CHICAGO IL 60677-2570								
1928	00000 WBK ENGINEERING, 27295			093025	1,295.00	.00	.00	
CASH 000008	2025/10	INV 09/12/2025	SEP-CHK: Y	DISC: .00		11001902 63630	1,295.00	1099:N
ACCT 1Y210	DEPT 19	DUE 09/12/2025	DESC:Kendall County Review Services					
116 W MAIN ST STE 201 ST. CHARLES IL 60174								
1928	00000 WBK ENGINEERING, 27311			093025	127.00	.00	.00	
CASH 000008	2025/10	INV 09/12/2025	SEP-CHK: Y	DISC: .00		180119 63150 24-12 -CONTSVC -002 WBK -	127.00	1099:N
ACCT 1Y210	DEPT 19	DUE 09/12/2025	DESC:2511 Wildy SP 24-12					
116 W MAIN ST STE 201 ST. CHARLES IL 60174								
1928	00000 WBK ENGINEERING, 27313			093025	127.00	.00	.00	
CASH 000008	2025/10	INV 09/12/2025	SEP-CHK: Y	DISC: .00		180119 63150 24-09 -CONTSVC -002 WBK -	127.00	1099:N
ACCT 1Y210	DEPT 19	DUE 09/12/2025	DESC:14719 O'Brien Road					
116 W MAIN ST STE 201 ST. CHARLES IL 60174								
1928	00000 WBK ENGINEERING, 27315			093025	127.00	.00	.00	
CASH 000008	2025/10	INV 09/12/2025	SEP-CHK: Y	DISC: .00		180119 63150 25-03 -CONTSVC -002 WBK -	127.00	1099:N
ACCT 1Y210	DEPT 19	DUE 09/12/2025	DESC:ANR SP25-03					
116 W MAIN ST STE 201 ST. CHARLES IL 60174								

Zoning-Econ 9-16-25

CLERK: wRolf BATCH: 5836 NEW INVOICES

VENDOR REMIT NAME	INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE CHK/WIRE
1928 00000 WBK ENGINEERING, 27316			093025	951.00	.00	.00
CASH 000008 2025/10	INV 09/12/2025 SEP-CHK: Y	DISC: .00			180119 63150 25-08 -CONTSVC	951.00 1099:N -002 WBK -
ACCT 1Y210 DEPT 19	DUE 09/12/2025 DESC:Best Budget Tree					
116 W MAIN ST STE 201 ST. CHARLES IL 60174						
1928 00000 WBK ENGINEERING, 27317			093025	1,143.00	.00	.00
CASH 000008 2025/10	INV 09/12/2025 SEP-CHK: Y	DISC: .00			180119 63150 25-05 -CONTSVC	1,143.00 1099:N -002 WBK -
ACCT 1Y210 DEPT 19	DUE 09/12/2025 DESC:8475 Immanuel Road					
116 W MAIN ST STE 201 ST. CHARLES IL 60174						
1928 00000 WBK ENGINEERING, 27352			093025	411.00	.00	.00
CASH 000008 2025/10	INV 09/12/2025 SEP-CHK: Y	DISC: .00			180119 63150 24-10 -CONTSVC	411.00 1099:N -002 WBK -
ACCT 1Y210 DEPT 19	DUE 09/12/2025 DESC:2142 Wooley Road					
116 W MAIN ST STE 201 ST. CHARLES IL 60174						
1928 00000 WBK ENGINEERING, 27312			093025	920.50	.00	.00
CASH 000008 2025/10	INV 09/12/2025 SEP-CHK: Y	DISC: .00			180119 63150 23-10 -CONTSVC	920.50 1099:N -002 WBK -
ACCT 1Y210 DEPT 19	DUE 09/12/2025 DESC:13039 McKanna Road					
116 W MAIN ST STE 201 ST. CHARLES IL 60174						
11 APPROVED UNPAID INVOICES		TOTAL		5,637.22		

11 INVOICE(S) REPORT POST TOTAL 5,637.22

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Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning

Meeting Date: 10/14/2025

Subject: Approval of Petition 25-04, Special Use and Variance for Commercial Solar Energy Facility Between 9417 and 9221 Corneils Road

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-04, a Request from Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner) for a Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282(17)(a) of the Kendall County Code to Allow a Commercial Solar Energy Facility on Land within One Point Five (1.5) Miles of Municipality without an Annexation Agreement at the Property Between 9417 and 9221 Corneils Road, Bristol, (PIN: 02-09-400-007) in Bristol Township; Property is Zoned A-1

Previous Board/Committee Review:

ZPAC (Original Proposal)-Forward (7-0-3) on May 6, 2025

Kendall County Regional Planning Commission (Original Proposal) -Approval (7-0-3) on June 25, 2025

Kendall County Zoning Board of Appeals (Original Proposal)-Approval (4-1-2) on June 30, 2025

Kendall County Zoning Board of Appeals (Amended Proposal)-Approval (5-1-1) on September 29, 2025

Fiscal impact:

N/A

Background and Discussion:

See attached Staff Report.

On or about July 30, 2025, the Petitioner informed the County that they were amending the orientation of the solar panels and thus amending the site plan. The new alignment with cause the racking to be seven (7′) off of the ground instead of ten (10′) feet off of the ground. The area of disturbance will also be lowered from approximately two thirds (2/3) of an acre to approximately point five-four (0.54) acres. The Vegetative Management Plan (Attachment 4) was also amended to reflect the new site plan. On September 24, 2025, the Petitioner informed the County that they

were moving the driveway approximately forty feet (40′) to the west, at the request of the neighbors, and adjusting the vegetative management plan accordingly.

Staff Recommendation:
Neutral

Attachments:

Memo Dated October 3, 2025

DEPARTMENT OF PLANNING, BUILDING & ZONING
807 West John Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

Petition 25-04
Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of Lucaya Asset Management, LLC (Current Owner)
A-1 Special Use Permit for Commercial Solar Energy Facility and Variance to Allow the Facility on Land Within 1.5 Miles of a Municipality Without an Annexation Agreement

INTRODUCTION

The Petitioner is seeking a special use permit for a commercial solar energy facility and a variance to Section 36-282(17)a of the Kendall County Code to allow a commercial solar energy facility on land within one point five (1.5) miles of municipality without an annexation agreement.

The application materials, including the boundary survey, are included as Attachment 1. Stormwater information, including the wetland delineation report, is included as Attachment 2. The original site plan is included as Attachment 3. The amended vegetative management plan is included as Attachment 4. Decommissioning information is included as Attachment 5. The Agricultural Impact Mitigation Agreement is included as Attachment 6.

On or about July 30, 2025, the Petitioner informed the County that they were amending the orientation of the solar panels and thus amending the site plan. The new alignment with cause the racking to be seven (7') off of the ground instead of ten (10') feet off of the ground. The area of disturbance will also be lowered from approximately two thirds (2/3) of an acre to approximately point five-four (0.54) acres. Page 5 of the Vegetative Management Plan (Attachment 4) was also amended to reflect the new site plan. On September 24, 2025, the Petitioner informed the County that they were moving the driveway approximately forty feet (40') to the west, at the request of the neighbors, and adjusting the vegetative management plan accordingly. The new site plan is included as Attachment 3A.

SITE INFORMATION

PETITIONER: Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

ADDRESS: Between 9417 and 9221 Corneils Road, Bristol

LOCATION: Approximately 0.5 Miles East of Route 47 on the North Side of Corneils Road

Aerial of Entire Property

TOWNSHIP: Bristol

PARCEL #: 02-09-400-007

LOT SIZE: 37.03 +/- Acres (Total Parcel) and 20.1 +/- (Fenced Area)

EXISTING LAND USE: Agricultural

ZONING: A-1

LRMP:

Future Land Use	Suburban Residential (Max 1.00 DU/Acre) (County) Estate/Conservation Residential (Yorkville)
Roads	Corneils Road is a Minor Collector Road maintained by Bristol Township.
Trails	The United City of Yorkville has a trail planned along Corneils Road.
Floodplain/ Wetlands	There are no floodplains on the property. There is one (1) farmed wetland on the property and two (2) additional wet areas on the property identified in the wetland delineation report.

REQUESTED ACTIONS: Special Use Permit for a Commercial Solar Energy System

Variance to Allow a Commercial Solar Energy System on Land with One Point Five (1.5) Miles of a Municipality without an Annexation Agreement

APPLICABLE REGULATIONS: §36-282(17) – A-1 Special Uses

§36-39 – Variance Procedures

Chapter 36, Article II, Division 3, Subdivision I – Special Use Procedures

SURROUNDING LAND USE

Location	Adjacent Land Use	Adjacent Zoning	Land Resource Management Plan	Zoning within ½ Mile
North	Agricultural	R-2, R-2D, R-3, and B-3 (Yorkville)	Urbanized Communities (County) Estate/Conservation Residential (Yorkville)	A-1 (County) R-2, R-2D, R-3, and B-3 (Yorkville)
South	Agricultural and Single-Family Residential	A-1 and R-3 (County)	Suburban Residential (County) Estate/Conservation Residential and Metra Station Transit Oriented Development (Yorkville)	A-1 and R-3 (County) R-4 and B-3 (Yorkville)
East	Agricultural and Single-Family Residential	A-1 (County) R-2, R-2D, R-3, and B-3 (Yorkville)	Urbanized Communities and Suburban Residential (County) Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, R-3, B-1, and B-3 (County) R-2, R-2D, R-3, and B-3 (Yorkville)
West	Agricultural and Single-Family Residential	A-1 (County) R-2 (Yorkville)	Urbanized Communities, Suburban Residential, and Commercial (County) Estate/Conservation Residential (Yorkville)	A-1, A-1 SU, and R-3 (County) R-2 and B-3 (Yorkville)

The A-1 special use permit to the east is for a landscaping business. The A-1 special use permit to the west is for a welding business.

Approximately thirty-three (33) homes, not including the homes in the original town of Bristol Station are located within half (1/2) of a mile of the subject property. Raging Waves water park is also located within half (1/2) of a mile of the subject property.

PHYSICAL DATA

ENDANGERED SPECIES REPORT

EcoCAT Report identified protected resources in the area, but negative impacts were unlikely. The Illinois Department of Natural Resources recommended establishing pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources is included as Attachment 1, Pages 46 and 47.

NATURAL RESOURCES INVENTORY

The LESA Score was 179 indicating a low level of protection. The NRI Report is included as Attachment 11.

ACTION SUMMARY

BRISTOL TOWNSHIP

Petition information was sent to Bristol Township on April 23, 2025.

Prior to submittal to Kendall County, the Bristol Township Board reviewed the proposal on April 7, 2025,

but that meeting was for informational purposes only.

Bristol Township reviewed the proposal at their meeting on May 7, 2025. Bristol Township recommended approval of the proposal. The minutes are included as Attachment 18.

The signed road use agreement is included as Attachment 25.

UNITED CITY OF YORKVILLE
Petition information was sent to the United City of Yorkville on April 23, 2025.

Prior to formal application submittal, the United City of Yorkville submitted an email stating they would not pursue annexation at this time. The email notes the proximity of several homes to the subject property; the proposal does not meet Yorkville's one thousand foot (1,000') setback requirement from Corneils Road; the proximity to a wetland was noted; five (5) new utility poles were proposed. Yorkville's email is included as Attachment 7.

On March 25, 2025, Yorkville submitted an email requesting a forty-foot (40') right-of-way dedication. On April 2, 2025, Bristol Township submitted an email agreeing to the requested dedication. These emails are included as Attachments 8 and 9.

The United City of Yorkville's Planning and Zoning Commission reviewed the proposal at their meeting on June 11, 2025. The Planning and Zoning Commission recommended not to object to the proposal by a vote of five (5) in favor and one (1) in opposition. The proposal went to the Yorkville Economic Development Committee on July 1, 2025, and the Yorkville City Council on July 8, 2025. An email explaining this information is included as Attachment 19. The Yorkville Economic Development Committee voted to forward the proposal to the City Council and the City Council voted not to object to the proposal by a vote of six (6) in favor and one (1) in opposition. Emails outlining the votes are included as Attachment 22.

BRISTOL-KENDALL FIRE PROTECTION DISTRICT
Petition information was sent to the Bristol-Kendall Fire Protection District on April 23, 2025.

ZPAC
ZPAC reviewed the proposal at their meeting on May 6, 2025. It was clarified that the special use permit runs with the land. Soil tests had not occurred at the property. A condition adding a community impact agreement was discussed. Mr. Klaas did not agree that the project would generate no air, noise, or water pollution as outlined in the first finding of fact for the special use permit. He believed that the production, installation, and decommissioning of solar panels did create pollution. Mr. Guritz questioned the installation of Spruce trees as outlined in the landscaping plan. ZPAC issued a neutral recommendation with an amendment adding the community impact agreement to the list of conditions by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting are included as Attachment 14. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.

RPC
The Kendall County Regional Planning Commission reviewed the proposal at their meeting on May 28, 2025. Discussion occurred regarding the timing of Yorkville's review of the proposal. Discussion also occurred regarding various setback requirements. Discussion occurred regarding the decommissioning bond amount. Discussion occurred regarding the future land uses planned for the area. Neighbors spoke in favor of the project; they favored having solar panels instead of homes in the area and that drainage will be addressed as part of site development. The Kendall County Regional Planning Commission voted to continue the project to their June meeting by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting are included as Attachment 15. The reason for the continuance was to get comments from Yorkville and Bristol Township and to allow the State's Attorney Office to complete their review of a community impact agreement template. At their meeting on June 25, 2025, the Commission discussed the community benefit agreement; the Petitioner was voluntarily entering into the agreement. Discussion occurred regarding spending the funds from the agreement; the specific expenditures would be County Board

decisions. Discussion occurred regarding the amount of money in the decommissioning bond and using funds from the community benefit agreement to cover decommissioning. The special use permit does not have a sunset clause, but does have a controlling site plan which dictates the layout of the site. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting are included as Attachment 21.

ZBA
The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on June 2, 2025. Discussion occurred regarding the timing of notifications and the possibility of Yorkville annexing the property. The matter was continued to the June 30, 2025, Zoning Board of Appeals hearing. The minutes for this hearing are included as Attachment 17. At the hearing on June 30, 2025, discussion occurred regarding the setbacks, annexing the property to Yorkville, the community benefit agreement, the decommissioning bond, and the anticipated life of the project. One (1) neighbor, representing several adjoining property owners testified in favor of the project. Discussion occurred regarding glare; glare would be redirected to the sky. The panels do not contain any hazardous materials and can withstand hail and severe storms. The road use agreement was still in negotiations. The Petitioner requested that the right-of-way dedication occur prior to the application for the building permit. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff with amendments to set the right-of-way dedication prior to the issuance of the building permit and to amend the landscaping plan to include evergreens of a similar height and width by a vote of four (4) in favor, one (1) in opposition, and two (2) members absent. The minutes of the hearing are included as Attachment 23. Chairman Mohr was in favor of the proposal, but voted against the proposal because he believed the project should be annexed to Yorkville and this will be an island in the future.

The Kendall County Zoning Board of Appeals held a second public hearing on the proposal regarding the revised site plan. Other than the Petitioner, no members of the public testified at the public hearing. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff and the amended site plan by a vote of five (5) in favor, one (1) in opposition, and one (1) member absent. The minutes of the hearing are included as Attachment 26. Chairman Mohr was in favor of the proposal, but voted against the proposal because he believed the project should be annexed to Yorkville and this will be an island in the future.

PBZ
At their meeting on August 14, 2025, the Planning, Building and Zoning Committee voted to refer the proposal back to the Zoning Board of Appeals for rehearing. The minutes of this meeting are included as Attachment 24.

GENERAL INFORMATION
Per § 36-282(17) of the Kendall County Code, commercial solar energy facilities businesses can be special uses on A-1 zoned property subject to the following conditions (Staff Comments in Bold):

a. All commercial solar energy facilities and test solar energy systems located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property. **Petitioner is requesting a variance.**

b. The setbacks for commercial solar energy facilities shall be measured from the nearest edge of any component of the facility as follows:

   Occupied Community Buildings or Dwellings on Nonparticipating Properties-One hundred fifty feet (150') from the nearest point on the outside wall of the structure

   Boundary Lines of Participating Properties-None

   Boundary Lines of Nonparticipating Properties-Fifty feet (50') to the nearest point on the property line of the nonparticipating property

Public Road Rights-Of-Way-Fifty feet (50') from the nearest edge

The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. **Per the site plan, see Attachment 3A, Page 1, the closet nonparticipating structure is greater than two hundred fifty feet (250') from the solar panels. The solar panels are greater than five hundred feet (500') from Corneils Road.**

c. A commercial solar energy facility's perimeter shall be enclosed by fencing having a height of at least six feet (6') and no more than twenty-five feet (25'). **This is true. Per the application materials, see Attachment 1, Page 9, the fence is proposed to be six feet (6') in height. As noted in the site plan, see Attachment 3A, Page 4, the fence will be six inches (6") above the finished grade. The fence will be chain link topped with barbed wire.**

d. No component of a solar panel as part of a commercial solar energy facility shall have a height of more than twenty feet (20') above ground when the solar energy facility's arrays are at full tilt. **This is true. Per the site plan, see Attachment 3, Page 2, the maximum height will be ten feet, eleven and three-eighths inches (10'-11 3/8"). This was lowered to between seven feet (7') and ten feet (10') in the new site plan (Attachment 3A, Page 2).**

e. The above setback, fencing, and component height requirements may be waived subject to written consent of the owner of each affected nonparticipating property. This written consent shall be submitted at the time of application submittal. **No such consent requested or needed.**

f. Sound limitations for components in commercial solar energy facilities shall follow the sound limitations established by the Illinois Pollution Control Board. **A noise study was provided; see Attachment 12.**

g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than an agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials. **The decommissioning plan is included as Attachment 5 and is outlined in the Agricultural Impact Mitigation Agreement, which is included as Attachment 6. As noted on Page 2 of Attachment 5, the Petitioner is offering a bond of Fifty Thousand Dollars ($50,000). As suggested on Page 2 of Attachment 5, the Petitioner is agreeable to not fight the County in court, if the County wished to acquire title to the subject property in the event that the decommissioning bond is insufficient to cover all of the costs.**

h. A vegetative screening shall be placed around the commercial solar energy facility. **The site plan (Attachment 3A) references a row of Black Hills Spruce and a row of Buttonbush. The spruce will be six feet (6') minimum in height within three (3) years of planting and the Buttonbush will be four feet (4') minimum in height within three (3) years of planting, as outlined on Page 8 of Attachment 3A. The vegetative management plan was provided as Attachment 4. The types of vegetation, timing of planting, and maintenance plan are included in the vegetative management plan. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.**

i. Commercial solar energy facility applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool (EcoCat) or a comparable successor tool. The commercial solar energy facility applicant shall adhere to the recommendations provided through this consultation. **The EcoCat was submitted and the recommendation was to establish pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources is included as Attachment 1, Pages 46 and**

47.

j. Commercial solar energy facility applicants shall provide the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines and any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review. **This was provided on Pages 48 through 62 of the application material (Attachment 1). Five (5) threatened or endangered species were in the area.**

k. A facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission. **While the site is designed around one (1) farmed wetland, there are other wet areas on the property that need to be examined through the stormwater permit review process.**

l. A facility owner shall provide evidence at the time of application submittal of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under applicable State law. **This information was provided as Attachment 10. The State Historic Preservation Office is requesting a Phase I Archeological Survey, per Attachment 10, Page 14.**

m. A commercial solar energy facility owner shall plant, establish, and maintain for the life of the facility vegetative ground cover consistent with State law and the guidelines of the Illinois Department of Natural Resources' vegetative management plans. The vegetation management plan shall be required at the time of application submittal. **The vegetation management plan, including timelines for planting and maintenance of the vegetation, was provided, see Attachment 4.**

n. The facility owner shall enter into a road use agreement with the jurisdiction having control over the applicable roads. The road use agreement shall follow applicable law. The facility owner shall supply the Kendall County Planning, Building and Zoning Department with a copy of the road use agreement. This provision shall be waived if the jurisdiction having control over the applicable roads does not wish to enter into an agreement. **The road use agreement is included as Attachment 25. The application materials (Attachment 1, Page 10) and the site plan (Attachment 3A) show at a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.**

o. The facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial solar energy system within a reasonable time after construction of the commercial solar energy facility is complete. The specific time shall be set in the special use permit. **No drain tile information was provided. On Page 13 of Attachment 1, there is a statement that no drain tile exists on the property.**

BUILDINGS AND BUILDING CODES
No buildings are planned for the site. Any structures proposed for the site, including the solar arrays, shall obtain applicable permits.

ENVIRONMENTAL HEALTH
The property is presently farmland. No wells, septic systems, or refuse collection points were identified.

STORMWATER
The proposed area of disturbance is approximately point six-five acres (0.65). The County has concerns regarding the wet areas identified in the wetland delineation report (Attachment 2) and the farmed wetland identified on the property. The Petitioner submitted a stormwater permit application.

The temporary laydown area shown on the site plan (Attachment 3A) is not proposed to be gravel.

Four (4) infiltration basins are shown on the site plan (Attachment 3A). Three (3) of these basins would be installed if required by the stormwater pollution prevention plan. No information regarding the infiltration basin

was provided.

WBK Engineering submitted a letter on May 27, 2025. They had six (6) comments including determining if the wetlands are jurisdictional, providing a narrative describing existing and proposed conditions, providing a drain tile study, and providing an easement over the property for vegetative management. WBK Engineering's letter is included as Attachment 16.

ACCESS
The application materials (Attachment 1, Page 10) and the site plan (Attachment 3A) show a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

PARKING AND INTERNAL TRAFFIC CIRCULATION
No permanent parking was proposed. There will be a staging area during construction.

LIGHTING
No lighting was proposed.

SIGNAGE
The Petitioner proposed installing one (1) sign at the vehicular access gate stating emergency contact information (Attachment 1, Page 13).

GLARE
A glare study was provided as Attachment 13.

IMPACT ON PROPERTY VALUES
No information was provided regarding impacts on property values

ODORS
No odors were foreseen.

NOISE
A noise study was provided as Attachment 12.

RELATION TO OTHER SPECIAL USES
If approved, this would be the third special use permit for a commercial solar energy facility in unincorporated Kendall County.

At their meeting on June 17, 2025, the County Board approved the special use permit for the commercial solar project in the 10000 Block of Ament Road. The County Board also approved a community benefits agreement. In that agreement, the Petitioner agreed to pay the County approximately Three Thousand Dollars ($3,000) per megawatt annually with five percent (5%) increases every five (5) years. The Petitioner for the proposal on Corneils Road agreed to the same agreement, which is included as Attachment 20. At their meeting on August 19, 2025, the County Board approved the Community Benefits Agreement. Other than adding signatures and correcting the date of approval, the approved Agreement is the same as the document that was reviewed previously.

FINDINGS OF FACT-SPECIAL USE PERMIT
The Findings of Fact for the special use permit were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Corneils Road will be retained for agricultural use and/or future residential use. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.**

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate

vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned A-1 and various residential classifications and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Corneils Road and screened by vegetation from neighboring houses to avoid negative visual impacts.**

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Bristol Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. While no drain tile is believed to be on the subject property, damaged drain tile will be repaired as outlined in the Agricultural Impact Mitigation Agreement and a condition attached to this special use permit.**

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. **If the requested variance is granted, the proposal meets all applicable regulations.**

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The proposal is also consistent with a goal and objective found on page 3-4 of the Land Resource Management Plan**, **"Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of similar proposals.**

FINDINGS OF FACT-VARIANCE
The findings of fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. **The subject property is located within one point five (1.5) miles of the United City of Yorkville. Information was provided stating that the United City of Yorkville did not wish to annex the property or enter into a pre-annexation agreement.**

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. **Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.**

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. **The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.**

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. **Granting the variance would not be detrimental to the public or substantially injurious to other properties.**

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or

substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. **The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.**

RECOMMENDATION
Given that the Kendall County Regional Planning Commission previously recommended denial of proposals on properties classified as Residential on the County's Future Land Use Map, and because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities, Staff's recommendation is neutral. Assuming that conditions can be imposed on the special use permit, the proposed conditions and restrictions are as follows:

1. The site shall be developed substantially in accordance with the submitted site plan (Attachment 3A), vegetative management plan (Attachment 4), decommissioning plan (Attachment 5), road access plan (Attachment 25), and Agricultural Impact Mitigation Agreement (Attachment 6). The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row. **Evergreens of a similar height and width may be installed in place of the Blacks Hills Spruce**. (**Amended at first ZBA hearing**)**.**
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community benefits agreement with Kendall County (**Added at ZPAC**).
4. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan (Attachment 5), the owners of the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.
5. ~~**Within ninety (90) days of the approval of the special use permit**~~ **Prior to the issuance of any building permits**, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline. (**Amended at ZBA**)
6. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
7. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
8. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.
9. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
10. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
11. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
12. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
13. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.

14. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.

15. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

16. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

The draft ordinance is included as Attachment 27.

ATTACHMENTS

1. Application Materials
2. Wetland Delineation Reports
3. Site Plan
3A Site Plan Dated September 23, 2025
4. Amended Vegetative Management Plan to Incorporate New Site Plan
5. Decommissioning Information
6. Agricultural Impact Mitigation Agreement
7. January 27, 2025, Email from the United City of Yorkville
8. March 25, 2025, Email from the United City of Yorkville
9. April 2, 2025, Email from Bristol Township
10. State Historic Preservation Office Information
11. NRI Report
12. Noise Study
13. Glare Study
14. May 6, 2025, ZPAC Meeting Minutes (This Petition Only)
15. May 28, 2025, Kendall County Regional Planning Commission Minutes (This Petition Only)
16. May 27, 2025, Letter from WBK Engineering
17. June 2, 2025, Kendall County Zoning Board of Appeals Minutes (This Petition Only)
18. May 7, 2025, Bristol Township Meeting Minutes
19. June 12, 2025, Email from the United City of Yorkville
20. Community Benefit Agreement
21. June 25, 2025, Kendall County Regional Planning Commission Meeting Minutes
22. July Emails from the United City of Yorkville
23. June 30, 2025, Kendall County Zoning Board of Appeals Minutes
24. August 14, 2025, Kendall County Planning, Building and Zoning Committee Minutes (This Petition Only)
25. Road Use Agreement
26. September 29, 2025, Kendall County Zoning Board of Appeals Minutes
27. Draft Ordinance

A.

DEPARTMENT OF PLANNING, BUILDING & ZONING
111 West Fox Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME Zepelak **FILE #:** 1

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)
USA Energy Independence 1, LLC

CURRENT LANDOWNER/NAME(s)
Lucaya Asset Management, LLC

SITE INFORMATION ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
40.34		02-09-400-007

EXISTING LAND USE	CURRENT ZONING	LAND CLASSIFICATION ON LRMP
Ag	A-1	

REQUESTED ACTION (Check All That Apply):

X SPECIAL USE
___ MAP AMENDMENT (Rezone to ____)
___ VARIANCE
____ ADMINISTRATIVE VARIANCE
___ A-1 CONDITIONAL USE for: _____
___ SITE PLAN REVIEW
___ TEXT AMENDMENT
___ PRELIMINARY PLAT
___ RPD (___Concept; ___ Preliminary; ___ Final)
___ FINAL PLAT
___ ADMINISTRATIVE APPEAL
___ OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE (___Major; _____ Minor)

[1]PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	PRIMARY CONTACT EMAIL
Daniel J. Gorman	[redacted]	[redacted]
PRIMARY CONTACT PHONE #		CONT [redacted]
[redacted]		

[2]ENGINEER CONTACT	ENGINEER MAILING ADDRESS	ENGINEER EMAIL
none		
ENGINEER PHONE #	**ENGINEER FAX #**	**ENGINEER OTHER #** (Cell, etc.)

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. **THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE DATE OF THE APPLICATION.**

SIGNATURE OF APPLICANT [redacted] **DATE** 12-23-2024

FEE PAID:$_____
CHECK #:_____

[1]*Primary Contact will receive all correspondence from County*
[2]*Engineering Contact will receive all correspondence from the County's Engineering Consultants*

Date Stamp Here If Checklist Is Complete

5.

DEPARTMENT OF PLANNING, BUILDING & ZONING
807 West John Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

APPLICATION

PROJECT NAME _____ **FILE #:**_____

NAME OF APPLICANT (Including First, Middle Initial, and Last Name)

USA Energy Independence I, LLC by Daniel J. Gorman

CURRENT LANDOWNER/NAME(s)

Lucayq Asset Management, LLC

SITE INFORMATION ACRES	SITE ADDRESS OR LOCATION	ASSESSOR'S ID NUMBER (PIN)
40.34		02-09-400-007
EXISTING LAND USE	**CURRENT ZONING**	**LAND CLASSIFICATION ON LRMP**
Ag	A1	

REQUESTED ACTION (Check All That Apply):

____SPECIAL USE	___ MAP AMENDMENT (Rezone to ____)	X VARIANCE
____ADMINISTRATIVE VARIANCE	___ A-1 CONDITIONAL USE for:_____	___ SITE PLAN REVIEW
___ TEXT AMENDMENT ___ PRELIMINARY PLAT	___ RPD (___Concept; ___ Preliminary; ___ Final) ___ FINAL PLAT	___ ADMINISTRATIVE APPEAL ___ OTHER PLAT (Vacation, Dedication, etc.)
___ AMENDMENT TO A SPECIAL USE (____Major; ____Minor)		

PRIMARY CONTACT	PRIMARY CONTACT MAILING ADDRESS	
Daniel J. Gorman	[redacted]	
PRIMARY CONTACT PHONE #	**PRIMARY CONTACT FAX #**	**PRIMARY CONTACT OTHER #(Cell, etc.)**
[redacted]		
ENGINEER CONTACT	**ENGINEER MAILING ADDRESS**	**ENGINEER EMAIL**
ENGINEER PHONE #	**ENGINEER FAX #**	**ENGINEER OTHER # (Cell, etc.)**

I UNDERSTAND THAT BY SIGNING THIS FORM, THAT THE PROPERTY IN QUESTION MAY BE VISITED BY COUNTY STAFF & BOARD/ COMMISSION MEMBERS THROUGHOUT THE PETITION PROCESS AND THAT THE PRIMARY CONTACT LISTED ABOVE WILL BE SUBJECT TO ALL CORRESPONDANCE ISSUED BY THE COUNTY.

I CERTIFY THAT THE INFORMATION AND EXHIBITS SUBMITTED ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM TO FILE THIS APPLICATION AND ACT ON BEHALF OF THE ABOVE SIGNATURES. **THE APPLICANT ATTESTS THAT THEY ARE FREE OF DEBT OR CURRENT ON ALL DEBTS OWED TO KENDALL COUNTY AS OF THE APPLICATION DATE.**

SIGNATURE OF APPLICANT [redacted] **DATE** 2/19/25

FEE PAID:$_____
CHECK #:_____

[1] *Primary Contact will receive all correspondence from County*
[2] *Engineering Contact will receive all correspondence from the County's Engineering Consultants*

Last Revised:
02.04.25

Date Stamp Here If Checklist Is Complete

3-20-2025
Lucaya Asset Management, LLC
[redacted]
Stanley L. Zepelak, MGR.

I give Enterprise Energy LLC for USA Energy Independence 1, LLC permission to apply and negotiate a special use permit for a community solar project on Parcel # 02-09-400-007. I also grant permission to apply for any building permits the county requires and to apply for consultations to state and federal agencies.

Stanley L. Zepelak, MGR.

[redacted]

Date: March 13th, 2025
Land Use Authority: Kendall County, IL

ENTERPRISE
ENERGY

Application for Variance and Conditional Use Permit

Zepelak (Bristol) 5MW Community Solar Garden

Enterprise Energy LLC for USA Energy Independence 1, LLC

Enterprise Energy LLC, a Illinois limited liability company, doing business in Illinois ("Applicant") submits this Conditional Use Permit application on behalf of USA Energy Independence 1 LLC, a Illinois limited liability company and subsidiary of Enterprise Energy. Applicant requests a permit to construct 5MW alternating current community solar garden upon property with Tax ID 02-09-400-007, legally described by Section 10 of this Narrative.

The collective engineering components are referred to as the "array" The site was selected due to its compliance with the zoning ordinance, its proximity to electrical infrastructure, it's physical characteristics and suitability for solar development, and landowner participation.

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2. Methods of Construction 3
3. Access, Parking, Roads 6
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5. Landscaping Plan & Visual Impact 7
6. Stormwater Management Plan 8
7. Decommissioning Plan 9
8. Fire Prevention Plan 9
9. Parcel Legal Description 9
10. Exhibit List 10

CUP Request

1. Summary of Project

A Community Solar Garden is a solar power plant that allows people who don't have a good spot for solar panels to be treated by the electric utility as though these solar panels are on their property. We lease or purchase land somewhere that is good for solar, such as this parcel, and pay to develop and install the Community Solar Garden. When the array puts power into the grid, it receives a "bill credit" from the electric utility for that amount of power. The bill credit grants the right to take that same amount of power out of the electric grid at a different location for no cost. We then sell the bill credit to the people who don't have a good spot for solar, thereby allowing them to save money through solar even though they don't have a good spot for solar panels. The people who buy the bill credits are referred to as the "subscribers" since they subscribe to the Community Solar Garden by agreeing to buy the bill credits. The installation will operate as a "Community Solar Garden" as defined by Illinois statute. The contractual term of the installation is 35 years from the commercial operation date.

The underlying property for this project will be purchased by Enterprise Energy. We will continue to be a stakeholder in this project and the community for the duration of the solar garden and beyond. As such, we have made a number of design choices to benefit the surrounding community today and into the future. These include, but are not limited to, preserving a substantial amount of land off of Corneils Rd for future development; creating large setbacks from existing residences to ensure ample space for robust screening; and maintaining existing trees to have effective screening of the array. This project puts this parcel to its highest and best use today, while maintaining beneficial future development potential where it matters most.

Additionally, the Illinois legislature passed a bill that increases the size of Community Solar developments from 2MW AC to 5MW AC. This size increase is important because projects over 2MW pay more in tax revenue. Solar gardens in Illinois increase tax revenue in two primary ways. First, they increase the assessed value of the property. Every 1MW of solar nameplate capacity is assessed at $218,000.00. A 5MW solar array like this one will increase the assessed value by $1,090,000.00. Further, community solar gardens are taxed at the commercial rate rather than the agricultural rate. Thus, generating higher tax revenue on the increased assessed value than other agricultural improvements would.

A 5MW facility will produce 12,500,000 KWh of electricity per year. This electricity will be placed on the local distribution grid to be consumed by local customers. This electricity will be sold to these customers for 10 to 20 percent less then what they pay to ComEd. At 2 cents less (~14%) equates to $250,000.00 of savings that go directly into the pockets of residences and businesses every single year.

2. Methods of Construction

We would like to begin construction as soon as fall 2025 and complete before winter. However, the actual construction process will only take about three months. We haven't set an exact groundbreaking date yet. The construction process begins with preliminary site testing for soil conditions for footings. A construction trailer and portable toilet will be placed on site when we begin groundbreaking.

Construction can be thought of as five phases: footings, racking, panels, electrical, and testing. Typically, a subsequent phase begins when the previous phase is about halfway done. Footings will consist of rows of I-beams that are driven into the ground to a depth of about 10-15 feet with no concrete footing. When about half of the field has I-beams installed, the racking system begins being placed on the I-beams. When the raking is installed on about half of the field, electricians will begin installing the solar panels on the completed portion. When the solar panels about installed about halfway through the field, electricians will begin wiring the system together. After the installation is complete it will undergo about a month of testing from the installer and the electric utility before it becomes commercially operational.

The racking system is attached to driven I-beam that secures the installation to the ground. The I-Beam is driven directly into the ground. The racking and footings are within accepted professional standards given the local soil and climate, and are professional engineered to withstand winds exceeding 150 MPH.

Solar panels produce direct current (DC) electricity. The electrical grid uses alternating current (AC) electricity. The power produced from the array will be run through an "Inverter" that changes the power from direct current to alternating current. The process of inverting the electricity loses some efficiency. Therefore, it will produce more DC power than AC. This conversion is expressed as a DC/AC ratio. This project will have roughly a 1.5 DC/AC Ratio, meaning that for every MW AC that it produces, it produces 1.5MW direct current.

A community solar garden has two concrete equipment pads that takes up approximately 200 sf each. The solar panels are connected by underground electric conduit that leads to the equipment pad where metering equipment is mounted. The amount of electricity that is produced by the solar development is measured by the solar development owner and the electric utility. The power production and equipment are monitored 24/7 by a satellite or cellular based security system. An emergency shutoff switch is also on site.

After the power is metered at the equipment pad, it interconnects into the electric utility's existing three phase distribution power distribution network. The solar installation includes a pole that houses overhead wires and leads to another pole that is controlled by the electric utility. All 5MW of community solar will have a single point of interconnection.

The solar array will be contained within a 6 foot tall chain link security fence as described by the site plan. The fence will meet electrical code requirements and prevent people from trespassing, while allowing birds, insects, small mammals, and other wildlife to pass through. A single fence will surround all 5 MW of the array.

3. Access, Parking and Roads

Access to the site will from Corneils Rd. A packed class five gravel road approximately 15 feet wide with a 40-foot entrance will be installed and maintained. This will be located on a 20 to 40-foot-wide access road easement. Construction parking will be located entirely within the parcel. No additional offsite parking or road parking is required. Multiple simi truckloads of equipment such as solar panels and steel racking will be delivered through the construction process. Pickup trucks, workers, passenger vehicles, bobcats and equipment will be on site most days during construction. The laydown area will not be graveled, should soil conditions require mats will be placed to support vehicle weight. Any rutting will be subsequently graded and reseeded.

4. Operation

Access to the site will be minimal after construction. An engineer will need to access the property by pickup truck at least twice a year to examine the equipment. Maintenance crews will be on site at least twice a year to manage the vegetative cover and remove weeds.

The array will be monitored 24/7 365 days a year by a computer monitoring system that measures the power being produced on site. If a problem arises, the system will alert the system owner so that appropriate personnel can be dispatched to the site to resolve the issue.

The development will be owned and operated by an owner operator selected by the Developer. We have not determined who the owner will be yet, or if it will be sold at all.

5. Landscape Plan & Visual Impact

The Illinois state legislature has passed a law that encourages solar developers to plant solar arrays in pollinator friendly plantings. The Illinois Power Agency prioritizes projects that have provided for pollinator habitat underneath solar developments, including tools evaluating the establishment and maintenance of the pollinator plantings.

We propose to submit a vegetation management plan in compliance with the abovementioned guidelines. The vegetative management plan will create wildlife habitat for birds, small mammals, and insects that cannot live in farmed soils due to pesticides, as well as animals that eat them. Unlike row crops, the vegetative cover will have deep roots that will improve the permeability of the soil, promote soil health, slow down the velocity of water runoff, and prevent topsoil erosion, thereby naturally improving the quality of any surrounding waterbodies or wetlands.

Illinois has promoted the planting of native pollinators in many ways including creating the CRP program, which pays farmers to remove farmland from agricultural production to create wildlife habitat like this solar installation creates for free. Removing overworked farmland from production and returning it to wildlife habitat is a windfall for the community and farmers.

The access road will improve access to whole site. The wetlands located Northeast of the solar garden will be improved due to no longer farming that area. The vegetation management plan will include wet tolerant species that will improve biodiversity and allow that area to function better as a wetland.

The location of the project places it on flat elevation. This will prevent expansive views of the solar array from Corneils Rd and neighboring properties. Further it will limit views of the solar array to "leading edge views". A double row of trees (one each of Black Hill Spruce and

Buttonbush) on the South and East sides of the project will mitigate the "leading edge" views from neighbors and the public. There are limited residences in the area. Existing screening on the property line already limits views of the subject parcel. Residential areas are also set back from this project in excess of county requirements. Kendall county requires 50-foot setbacks from the road; we have provided over 500 feet. The county requires 50-foot setbacks from property lines and this project has well over 150' separation. Kendall county requires 150-foot setbacks from neighboring residential structure and we have provided in excess of 250 feet. Between the elevation, new screening, existing screening, and setbacks, there will be no adverse impacts generated to surrounding landowners or the community.

6. Stormwater Management Plan

Stormwater management measures will be determined by a Illinois licensed civil engineer as part of a full civil design set, which will be submitted for a building permit, and be subject to review and approval by environmental staff. The plan will include a SWPPP, stormwater runoff calculations, identify water retention basins, and utilize measures such as erosion control logs, silt fences, and infiltration basins. The stormwater management plan will comply with local laws and rules, as well as the Illinois Board of Soil and Water, DNR, MPCA, and other state and federal requirements. Limited excavation is expected and applicant will submit a completed erosion control plan to be reviewed and approved by county staff prior to the issuance of the building permit.

No County drain tile or cross property tile is located on the parcel. After consultation with the landowner and inspection no private drain tile was identified. Under the lease agreement with the landowner, the developer assumes responsibility for any tile discovered during construction. We have entered into an AIMA with the Illinois Department of Agriculture which requires specific methods of identifying and preserving any discovered drain tile. The developer will comply with the AIMA in all respect concerning the discovery and protection of any discovered drain tile.

7. Decommissioning Plan

The solar tenant and its successors shall be responsible for decommission of the solar installation upon the expiration of the lease, land use permits, or the cessation of power generation for a period longer than 12 months, at which point the solar installation will be deconstructed and removed. All footings, electrical components and underground wires, fences, and other solar equipment will be removed, and the land can be restored to agricultural production.

The solar installation will comply with any decommissioning security requirements or procedures that are required by the land use authority. The land lease for solar installation contains a contractual obligation for the solar tenant to decommission the solar installation and restore the property. It also requires that the tenant post a security for removal in the form of a bond, escrow, or letter of credit prior to construction, payable to the property owner, in the event that the land use authority does not require one. The purpose of the security is to ensure that sufficient money is set aside to remove the solar installation before it is built.

8. Fire Prevention Plan

The solar installation will comply with the international building code, including sections 605.11-605.11.2 regarding the location of underground electrical conduit, the national electric code, and all local electric and fire codes and ordinances. The solar installation will have emergency contact information posted on a sign at the fence entrance. The local fire department will be given an emergency key to the security fence. Solar production will be monitored 24/7 for electrical and mechanical issues.

9. Legal Description

PID 02-09-400-007

That part of the Southeast Quarter of Section 9 and part of the Northeast quarter of Section 16, Township 37 North, Range 7, East of the third principal meridian described as follows: Commencing at the Southwest corner of the Southeast quarter of said section 9. Thence North 01 Degrees 09 Minutes 37 Seconds West along the West line of the Southeast Quarter of Said Section 9, 166.96 feet to the Northwest corner of Bristol Woods Subdivision Unit One, and the Point of Beginning; thence continuing North 01 Degrees 09 Minutes 37 Seconds West, Along the West line

of the Southeast Quarter of said Section 9, 1159.50 Feet to the North line of the South Half of the South Half of the Said Section 9; thence North 87 Degrees 53 Minutes 14 Seconds East, along said North line, 1328.39 feet to the West line of the South East Quarter of the Southeast Quarter of said Section 9; Thence South 01 Degrees 15 Minutes 59 Seconds East, along said West line and West line extended, 1366.35 feet to the center of Corneils road, as occupied and monumented; Thence Southwesterly and Westerly the following four courses along the centerline of Corneils road; thence Southwesterly along a curve to the left with radius of 288.20 feet, chord bearing south 60 Degrees 29 Minutes 21 Seconds West, arc distance of 67.59 feet; thence South 53 Degrees 46 Minutes 14 Seconds West, 153.58 feet; thence Southwesterly along a curve to the right with radius of 281.33 feet, a cord bearing south 70 Degrees 42 Minutes 24 Seconds West, arc distance of 166.99 feet; thence South 88 Degrees 8 Minutes 3 Seconds West, 294.95 feet to the East line of Bristol Woods Unit One; Thence North 01 Degrees 51 Minutes 57 Seconds West, along said East line, 368.40 feet to the North line of Bristol Woods Unit One; Thence South 88 Degrees 08 Minutes 03 Seconds West, Along said North Line, 689.90 feet to the Point of Beginning, In Bristol Township, Kendall County, Illinois.

10. Exhibit List

a. Special Use Permit Application Form
b. Site Plan (Site Map)
    i. Structural Detail Drawing
    ii. Elevation
    iii. Fence Detail Drawing
    iv. Equipment Pad Drawing
    v. Topographic Map
    vi. Protected Lands Map
    vii. Solar Panel Technical Data
    viii. Certificates
c. Deed
d. Title Report
e. Decommissioning Plan
f. AIMA
g. IL Department of Natural Resources (E-Cat)
h. US Fish & Wildlife Service (iPAC)
i. State Historic Preservation (SHPO)
j. Wetland Delineation
k. Vegetation Management Plan
l. Wetland Map
m. Floodplain Map
n. Zoning Map
o. Neighboring Zoning Classification
p. Disturbed Area Calculations
q. Disclosure of Beneficiaries
r. Memorandum of Purchase Option
s. Variance Request

LEGAL DESCRIPTION
NORTH PARCEL

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9 AND PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9. THENCE NORTH 01 DEGREES 09 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 166.96 FEET TO THE NORTHWEST CORNER OF BRISTOL WOODS SUBDIVISION UNIT ONE, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 09 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 1159.50 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST, ALONG SAID NORTH LINE, 1328.39 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 01 DEGREES 15 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE AND WEST LINE EXTENDED, 1366.35 FEET TO THE CENTER OF CORNEILS ROAD, AS OCCUPIED AND MONUMENTED; THENCE SOUTHWESTERLY AND WESTERLY THE FOLLOWING FOUR COURSES ALONG THE CENTERLINE OF CORNEILS ROAD: THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 288.20 FEET, CHORD BEARING SOUTH 60 DEGREES 29 MINUTES 21 SECONDS WEST, ARC DISTANCE OF 67.59 FEET; THENCE SOUTH 53 DEGREES 46 MINUTES 14 SECONDS WEST, 153.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 281.33 FEET, CHORD BEARING SOUTH 70 DEGREES 42 MINUTES 24 SECONDS WEST, ARC DISTANCE OF 166.99 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 03 SECONDS WEST, 294.95 FEET TO THE EAST LINE OF BRISTOL WOODS UNIT ONE ; THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, ALONG SAID EAST LINE, 368.40 FEET TO THE NORTH LINE OF BRISTOL WOODS UNIT ONE; THENCE SOUTH 88 DEGREES 08 MINUTES 03 SECONDS WEST, ALONG SAID NORTH LINE, 689.90 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

C.

TRUSTEE'S DEED
(Illinois)

202100004104
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 2/17/2021 09:05 AM
TRSD: 57.00 RHSPS FEE: 10.00
PAGES: 4

Unofficial

THIS DEED made this 4th day of FEBRUARY, 2021, between STANLEY ZEPELAK, AS TRUSTEE OF THE STANLEY L. ZEPELAK TRUST, of [redacted] Grantor, and LUCAYA ASSET MANAGEMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, of [redacted]

WITNESSES: The Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantor as said Trustee and of every other power and authority the Grantor hereunto enabling, does hereby convey and quit claim unto the Grantee, in fee simple, the following described real estate, situated in the County of Kendall, State of Illinois, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF.

together with the tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining.

THIS IS NOT HOMESTEAD PROPERTY.

IN WITNESS WHEREOF, the Grantor, as Trustee as aforesaid, hereunto set his hand the day and year first above written.

STANLEY L. ZEPELAK TRUST

S.Z.

By: [redacted] Trustee
STANLEY ZEPELAK, TRUSTEE

181171/1

STATE OF FLORIDA)
) ss.
COUNTY OF Manatee)

I, the undersigned, a Notary Public, in and for said County and in the State aforesaid, DO HEREBY CERTIFY THAT, STANLEY ZEPELAK, as Trustee of the Stanley L. Zepelak Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as such Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 4 day of February, 2021.

JAY R BOSWELL
Notary Public - State of Florida
Commission # GG 218682
My Comm. Expires May 16, 2022

[redacted]
Notary Public
Commission expires: 05/16/2022

"Exempt under provisions of Paragraph "e" Section 31-45, Real Estate Transfer Law"

2/4/2021 [redacted] Grantee
Date **Buyer, Seller or Representative**

Unofficial

Instrument Prepared by: Craig J. Cobine, Esq., Attorney at Law, 111 E. Jefferson Avenue, Naperville, Illinois 60540

Mail To:

Craig J. Cobine, Esq.
Dommermuth, Cobine, West, Gensler,
Philipchuck and Corrigan, Ltd.
[redacted]

Send Subsequent Tax Bills To:

Lucaya Asset Management, LLC
c/o Stanley L. Zepelak, Manager
[redacted]

OR RECORDER'S OFFICE BOX NO. _____

181171/1

EXHIBIT A
LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9 AND PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, THENCE NORTH 01 DEGREE 09 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 166.96 FEET TO THE NORTHWEST CORNER OF BRISTOL WOODS SUBDIVISION UNIT ONE, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 09 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 1159.50 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST, ALONG SAID NORTH LINE, 1328.39 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 01 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE AND WEST LINE EXTENDED, 1366.88 FEET TO THE CENTER OF CORNEILS ROAD, AS OCCUPIED AND MONUMENTED; THENCE SOUTHWESTERLY AND WESTERLY THE FOLLOWING FOUR COURSES ALONG THE CENTERLINE OF CORNEILS ROAD; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 288.20 FEET, CHORD BEARING SOUTH 60 DEGREES 29 MINUTES 21 SECONDS WEST, ARC DISTANCE OF 67.59 FEET; THENCE SOUTH 53 DEGREES 46 MINUTES 14 SECONDS WEST, 152.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 281.33 FEET, CHORD BEARING SOUTH 70 DEGREES 42 MINUTES 24 SECONDS WEST, ARC DISTANCE OF 166.99 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 07 SECONDS WEST, 294.95 FEET TO THE EAST LINE OF BRISTOL WOODS UNIT ONE; THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, ALONG SAID EAST LINE 368.40 FEET TO THE NORTH LINE OF BRISTOL WOODS UNIT ONE; THENCE SOUTH 88 DEGREES 08 MINUTES 03 SECONDS WEST ALONG SAID NORTH LINE 689.90 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PIN: 02-09-400-007

Address of Real Estate: 40.34 acres Vacant Land (Bristol Farm-North), Corneils Road, Kendall County, Illinois

UNOFFICIAL

Debbie Gillette
Kendall County Clerk & Recorder

PLAT ACT AFFIDAVIT OF METES AND BOUNDS

STATE OF ILLINOIS)
)SS
COUNTY OF KENDALL)

Craig J. Cobine, Attorney for Stanley Zepelak, Trustee of the Stanley L. Zepelak Trust, being duly sworn on oath, states that affiant resides at [redacted]. And further states that: (please check the appropriate box)

A. [ ] That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being part of a larger tract of land; or

B. [x] That the attached deed is not in violation of 765 ILCS 205/1(b) for one of the following reasons: (please circle the appropriate number)

1. The division or subdivision of land into parcels or tracts of 5.0 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into not more than two (2) parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance is of land described in the same manner as title was taken by grantor(s).

AFFIANT further states that ___ he makes this affidavit for the purpose of inducing the Recorder of Deeds of Kendall County, Illinois, to accept the attached deed for recording.

SUBSCRIBED AND SWORN TO BEFORE ME

This 11th day of February, 2021.

[redacted]
Signature of Notary Public

[redacted]
Signature of Affiant Craig J. Cobine, Attorney

OFFICIAL SEAL
ANNA M VOIGHTMAN
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires 11/01/2021

111 West Fox Street, Yorkville IL 60560-1498
Tel: (630) 553-4104 • Fax: (630) 553-4119 • Email: Dgillette@co.kendall.il.us

Unofficial

D.

Greater Illinois Title Company

A Policy Issuing Agent of Stewart Title Guaranty Company

ALTA Commitment - Schedule B-I

File Number: [redacted]
Customer Reference Number: [redacted]
Commitment Date: **December 31, 2024**

Issued by: **Greater Illinois Title Company**
[redacted]
Phone:
Fax: [redacted]

SCHEDULE B - PART I

Requirements

All of the following Requirements must be met:

A) THE PROPOSED INSURED MUST NOTIFY THE COMPANY IN WRITING OF THE NAME OF ANY PARTY NOT REFERRED TO IN THIS COMMITMENT WHO WILL OBTAIN AN INTEREST IN THE LAND OR WHO WILL MAKE A LOAN ON THE LAND. THE COMPANY MAY THEN MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.

B) PAY THE AGREED AMOUNT FOR THE ESTATE OR INTEREST TO BE INSURED.

C) PAY THE PREMIUMS, FEES, AND CHARGES FOR THE POLICY TO THE COMPANY.

D) DOCUMENTS SATISFACTORY TO THE COMPANY THAT CONVEY THE TITLE OR CREATE THE MORTGAGE TO BE INSURED, OR BOTH, MUST BE PROPERLY AUTHORIZED, EXECUTED, DELIVERED, AND RECORDED IN THE PUBLIC RECORDS.

E) FOR EACH POLICY TO BE ISSUED AS IDENTIFIED IN SCHEDULE A, ITEM 2, THE COMPANY SHALL NOT BE LIABLE UNDER THIS COMMITMENT UNTIL IT RECEIVES A DESIGNATION FOR A PROPOSED INSURED, ACCEPTABLE TO THE COMPANY. AS PROVIDED IN COMMITMENT CONDITION 4, THE COMPANY MAY AMEND THIS COMMITMENT TO ADD, AMONG OTHER THINGS, ADDITIONAL EXCEPTIONS OR REQUIREMENTS AFTER THE DESIGNATION OF THE PROPOSED INSURED

F) THE PROPOSED POLICY AMOUNT(S) MUST BE DISCLOSED TO THE COMPANY, AND SUBJECT TO APPROVAL BY THE COMPANY, ENTERED AS THE PROPOSED POLICY AMOUNT. AN OWNER'S POLICY SHOULD REFLECT THE PURCHASE PRICE OR FULL VALUE OF THE LAND. A LOAN POLICY SHOULD REFLECT THE LOAN AMOUNT OR VALUE OF THE PROPERTY AS COLLATERAL. PROPOSED POLICY AMOUNT(S) WILL BE REVISED AND PREMIUMS CHARGED CONSISTENT THEREWITH WHEN THE FINAL AMOUNTS ARE APPROVED.

G) PAY ALL TAXES, CHARGES AND ASSESSMENTS AFFECTING THE LAND THAT ARE DUE AND PAYABLE, INCLUDING THOSE SOLD, FORFEITED OR UNPAID FROM PRIOR YEARS AS SET FORTH IN SCHEDULE B - PART II.

H) AS TO ANY MORTGAGES, LIENS OR RELATED DOCUMENTS SET FORTH IN THIS SCHEDULE B - PARTS I OR II, WE MUST BE FURNISHED SATISFACTIONS OR RELEASES THEREOF, OR SUFFICIENT DOCUMENTATION AND FUNDS TO SATISFY SAID MATTERS.

I) PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION(S), PLEASE CONTACT OUR OFFICES IMMEDIATELY.

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File Number [redacted]
Customer Reference Number: [redacted]
Commitment Date: **December 31, 2024**

J) COMPLIANCE WITH THE PROVISIONS OF THE 'PLAT ACT' (765 ILCS 205/0.01 ET SEQ.) MAY BE NECESSARY PRIOR TO RECORDING ANY DEED CONVEYING THE LAND.

K) RELATIVE TO LUCAYA ASSET MANAGEMENT, LLC, A LIMITED LIABILITY COMPANY, WE MUST BE FURNISHED (A) CERTIFICATION FROM THE SECRETARY OF STATE THAT LUCAYA ASSET MANAGEMENT, LLC HAS PROPERLY FILED ITS ARTICLES OF ORGANIZATION, (B) A COPY OF THE ARTICLES OF ORGANIZATION, TOGETHER WITH ANY AMENDMENTS THERETO, (C) A COPY OF THE OPERATING AGREEMENT, IF ANY, TOGETHER WITH ANY AMENDMENTS THERETO, (D) A LIST OF INCUMBENT MANAGERS OR OF INCUMBENT MEMBERS IF MANAGERS HAVE NOT BEEN APPOINTED, AND (E) CERTIFICATION THAT NO EVENT OF DISSOLUTION HAS OCCURRED.

NOTE: IN THE EVENT OF A SALE OF ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE L.L.C. OR OF A SALE OF L.L.C. ASSETS TO A MEMBER OR MANAGER, WE SHOULD BE FURNISHED A COPY OF A RESOLUTION AUTHORIZING THE TRANSACTION ADOPTED BY THE MEMBERS OF THE L.L.C.

L) EXISTING UNRECORDED LEASES, IF ANY.

M) NEW CONSTRUCTION.

N) ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

O) RELATIVE TO THE NEW IMPROVEMENTS ON THE SUBJECT LAND WE MUST BE FURNISHED THE FOLLOWING DOCUMENTATION A MINIMUM OF 72 HOURS PRIOR TO CLOSING:

A. OWNER'S AND CONTRACTOR'S AFFIDAVITS AND SATISFACTORY MECHANIC LIEN WAIVER DOCUMENTATION WITH EVIDENCE OF PAYMENT.

B. CURRENT SPOTTED SURVEY.

C. THIS COMMITMENT IS SUBJECT TO SUCH FURTHER EXCEPTIONS AS WE MAY DEEM APPROPRIATE.

ALTA 9-06 WILL BE CONSIDERED FOR THE TITLE POLICIES TO ISSUE UPON COMPLIANCE WITH THE SUBJECT EXCEPTION.

P) THE ABOVE EXCEPTIONS CAN ONLY BE WAIVED UPON CONSULTATION WITH OUR CONSTRUCTION ESCROW DEPARTMENT. PLEASE CONTACT OUR CONSTRUCTION ESCROW DEPARTMENT 72 HOURS PRIOR TO CLOSING FOR CONSULTATION.

Q) WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.

R) WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER CHANGES WE MAY DEEM NECESSARY.

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Greater Illinois Title Company

A Policy Issuing Agent of Stewart Title Guaranty Company

File Number: [redacted]
Customer Reference Number: [redacted]
Commitment Date: **December 31, 2024**

S) IN THE EVENT WE ARE REQUESTED TO ISSUE ANY OF THE FOLLOWING ENDORSEMENTS:

ALTA 3 (ZONING)
ALTA 9 (COMPREHENSIVE)
ALTA 17 (ACCESS)
ALTA 19 (CONTIGUITY)
ALTA 25 (SURVEY)

WE MUST BE FURNISHED AN ALTA LAND SURVEY PRIOR TO CLOSING FOR REVIEW.

T) THIS COMMITMENT IS SUBJECT TO FINAL UNDERWRITING APPROVAL AND IS PROVIDED FOR CONVENIENCE PURPOSES ONLY. ACCORDINGLY, THIS COMMITMENT, AND POLICIES IF AND WHEN ISSUED, IS SUBJECT TO ADDITIONAL LIMITATIONS, REQUIREMENTS OR EXCEPTIONS AS MAY BE DEEMED NECESSARY UPON FINAL UNDERWRITING REVIEW.

END OF SCHEDULE B - PART I REQUIREMENTS

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Greater Illinois Title Company

A Policy Issuing Agent of Stewart Title Guaranty Company

ALTA Commitment - Schedule B-II

File Number: [redacted]
Customer Reference Number: [redacted]
Commitment Date: **December 31, 2024**

Issued by: **Greater Illinois Title Company**
[redacted]
Phone: [redacted]
Fax: [redacted]

SCHEDULE B - PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.

4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

6. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET.

7. GENERAL REAL ESTATE TAXES FOR THE YEAR 2024. TAX NO. 02-09-400-007.

   NOTE: THE AMOUNT OF THE 2023 TAXES WAS $1,297.96.

   NOTE: THE 2024 TAXES ARE NOT YET DUE AND PAYABLE.

8. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROADS AND HIGHWAYS, IF ANY.

9. DRAINAGE DITCHES, LATERALS, FEEDERS, DRAINAGE TILES OR OTHER DRAINAGE EASEMENT RIGHTS, IF ANY.

10. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY CROSS THE PREMISES.

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Greater Illinois Title Company

A Policy Issuing Agent of Stewart Title Guaranty Company

File Number [redacted]
Customer Reference Number: [redacted]
Commitment Date: **December 31, 2024**

11. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.

END OF SCHEDULE B - PART II EXCEPTIONS

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PRIVACY NOTICE

Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.

2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.

3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.

- To provide, support, personalize, and develop our website, products, and services.

- To create, maintain, customize, and secure your account with Stewart.

- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.

- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.

b. To provide, support, personalize, and develop our website, products, and services.

c. To create, maintain, customize, and secure your account with Stewart.

d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.

e. To prevent and/or process claims.

f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.

g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.

h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).

j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.

k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.

l. Auditing for compliance with federal and state laws, rules, and regulations.

m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.

n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)

b. Affiliated Companies.

c. Parties involved in litigation and attorneys, as required by law.

d. Financial rating organizations, rating bureaus and trade associations.

e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. **Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting https://www.stewart.com/en/quick-links/ccpa-request.html

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Project Details

Project Information

Project ID	016030325	Title	New Construction of a Community Solar Project, USA Energy Independence 1, LLC
County	KE	General Location	Bristol
Law	State	Ownership	Unknown
Received Date	3/3/2025	Completion Date	
Acres	36 9	Surveyed By	
Structural Sites	0	Archaeological Sites	0
Comments			

List of Properties

HARGIS Ref Number	Property Type	Address	City	State Site Number	STR	Determination Of Eligibility
	Archaeological	9318 Corneils Rd., North side of Corneils Road West of West St.	Bristol		9 - 37N - 7E 16 - 37N - 7E	undetermined

No Project Property Found

Project Status History

Status	Remarks	Date
Application Received		3/3/2025

List of IN Correspondence

Correspondence Name	Received Date	Remarks	Archaeology Survey ID

No In Correspondence Found

List of OUT Correspondence

Correspondence Name	Date	Correspondence

No OUT Correspondence Found

Q.

KENDALL COUNTY
DISCLOSURE OF BENEFICIARIES FORM

1. Applicant USA Energy Independence 1, LLC

   Address [redacted]

   City [redacted] State [redacted] Zip [redacted]

2. Nature of Benefit Sought Special use Permit

3. Nature of Applicant: (Please check one)
   - ___ Natural Person
   - X Corporation
   - ___ Land Trust/Trustee
   - ___ Trust/Trustee
   - ___ Partnership
   - ___ Joint Venture

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant: USA Energy Independence 1, LLC is a wholly owned subsidiary of Enterprise Energy, LLC.

5. If your answer to Section 3 you have checked letter b, c, d, e, or f, identify by name and address each person or entity who is a 5% shareholder in case of a corporation, a beneficiary in the case of a trust or land trust, a joint venture in the case of a joint venture, or who otherwise has proprietary interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	INTEREST
Enterprise Energy, LLC	[redacted]	100%
- Evan Carlson		48.5%
- Eric Pasi		48.5%

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

   Evan Carlson [redacted] Manager

VERIFICATION

I, Evan Carlson, (manager of Enterprise Energy LLC) on Energy Independence 1, LLC, being first duly sworn under oath that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make the disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

Subscribed and sworn to before me this 18th day of December, A.D. 2024

(seal)

MICHAEL PATRICK KAMPMEYER
Notary Public-Minnesota
My Commission Expires Jan. 31, 2029

[redacted]
Notary Public

R.

202500000529
DEBBIE GILLETTE
RECORDER - KENDALL COUNTY, IL
RECORDED: 01/14/2025 03:12 PM
RECORDING FEE 57.00
RHSP 19.00
PAGES: 7

(Space Above for Recorder's Use Only)

MEMORANDUM OF PURCHASE AGREEMENT

THIS MEMORANDUM OF PURCHASE AGREEMENT (this "**Memorandum**") is dated as of JANUARY 10, 2025, _____, Lucaya Asset Management, LLC, a Florida Limited Liability Company, (collectively "**Seller**"), with an address of [redacted] and USA Energy Independence 1, LLC, an Illinois limited liability company, with an address of [redacted] and its successors and assigns ("**Buyer**").

RECITALS

A. Landlord is the owner of certain real property located in the County of Kendall, State of Illinois, and being more particularly described in Exhibit A attached hereto and made a part hereof ("**Parcel**").

B. Seller and Buyer have entered into that certain Purchase Agreement, dated April 6, 2024 (the "**Effective Date**") whereby Landlord has agreed to sell to Tenant the Parcel for solar energy purposes.

C. The parties wish to give record notice of the existence of such Purchase Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Seller and Buyer have entered into the Purchase Agreement to purchase and demise the Parcel for solar energy. Pursuant to the Purchase Agreement, Buyer has the right to purchase from the Seller the parcel(s) of land listed in Exhibit A.

2. The initial term of the Purchase Agreement is for Three (3) years, commencing on April 30th, 2024 and expiring on April 30th, 2027.

3. The Purchase Agreement granted to Buyer therein shall burden the Parcel and shall run with the land. The Purchase Agreement shall inure to the benefit of and be binding upon Seller and Buyer and, to the extent provided in any assignment or other transfer under the Purchase

Agreement, any assignee or Tenant, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

4. This Memorandum of Purchase Agreement has been executed and delivered by the parties for the purpose of recording and giving notice of the Purchase Agreement in accordance with the terms, covenants and conditions of the Purchase Agreement.

5. This Memorandum of Purchase Agreement is for notice and recording purposes only and shall not be deemed to change or modify any of the terms, covenants, and conditions stated in the Purchase Agreement. In the event of any inconsistency between the terms of the Purchase Agreement and this Memorandum of Purchase Agreement, the terms of the Purchase Agreement shall control.

6. This Memorandum may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document.

7. If in buyer's sole discretion they determine they cannot or will not proceed with the purchase of the parcel prior to expiration of the option, then Buyer agrees to release the lease and promptly file an Affidavit of Termination of Option Agreement at the Kendall County Recorder's Office.

[REST OF PAGE LEFT BLANK; SIGNATURES ON SEPARATE SHEETS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum to be duly executed as of the day and year first above written.

Buyer: USA Energy Independence 1, LLC
an Illinois limited liability company,

[redacted]

By: _____
Name: Evan Carlson
Title: Manager

COUNTY OF Hennepin)
) ss.
STATE OF MINNESOTA)

This instrument was acknowledged before me on 1/13/25 by Evan Carlson as Manager of **USA Energy Independence 1, LLC** an Illinois limited liability company, on behalf of the company.

MICHAEL PATRICK KAMPMEYER
Notary Public-Minnesota
My Commission Expires Jan. 31, 2028

[redacted]

Notary Public
My commission expires: 1/31/2028

[Buyer's Signature Page to Memorandum of Purchase Agreement]

Seller: Lucaya Asset Management, LLC

By: [redacted]
Name: Stanley L Zepelak
Title: Manager

COUNTY OF Sarasota)
) ss.
STATE OF FLORIDA)

This instrument was acknowledged before me on 1/10/25 by Stanley L Zepelak, manager of Lucaya Asset Management, LLC.

[redacted]
Notary Public
My commission expires: 11/26/27

MICHAEL KORMAN
Notary Public - State of Florida
Commission # HH 453757
My Comm. Expires Nov 26, 2027

THIS INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO:
Evan Carlson
USA Energy Independence 1, LLC
[redacted]

[Seller's Signature Page to Memorandum of Purchase Agreement]

EXHIBIT A
TO MEMORANDUM OF LEASE

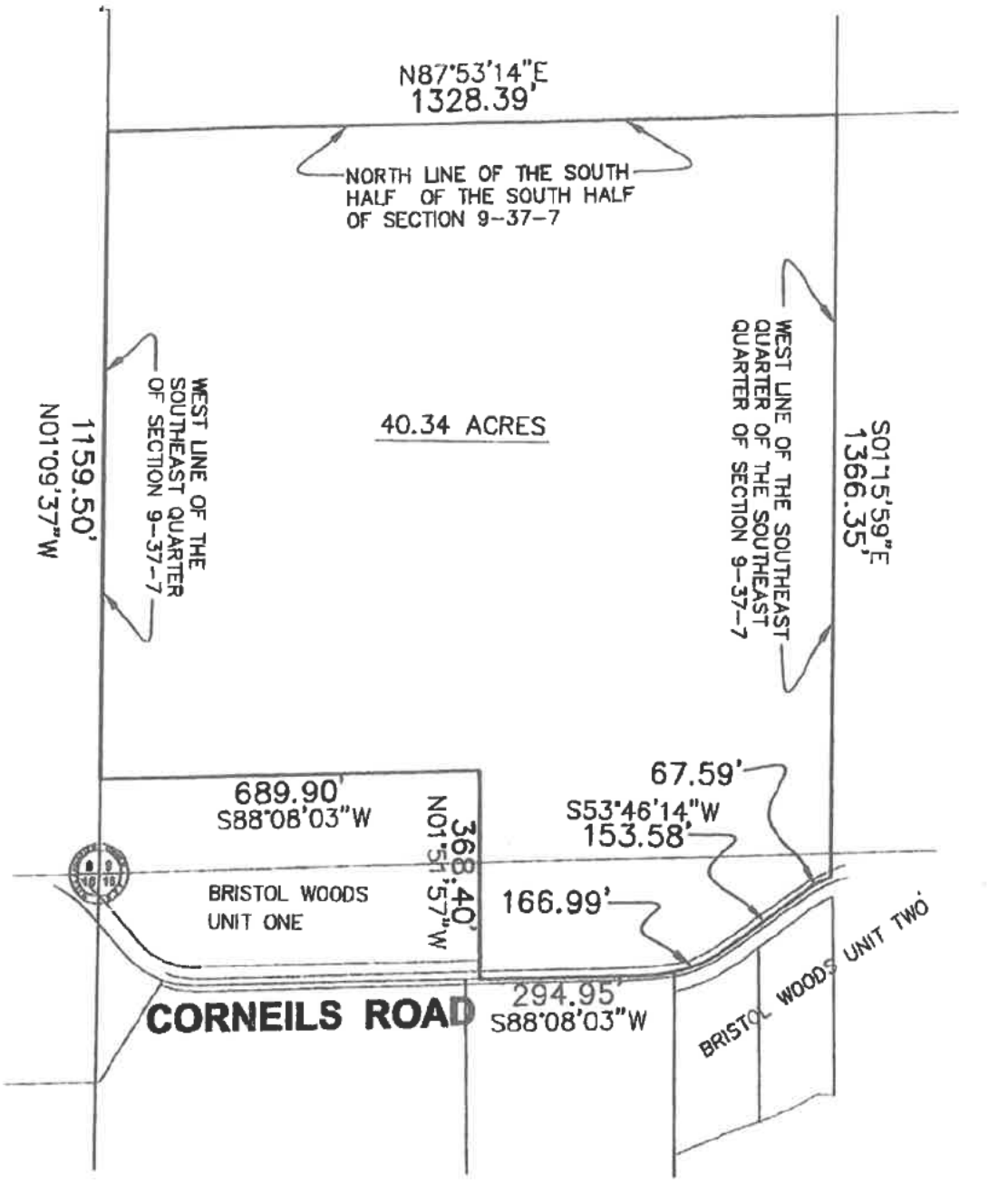
DESCRIPTION OF THE PARCEL

PIN # 02-09-400-007

LEGAL DESCRIPTION
NORTH PARCEL

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9 AND PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9. THENCE NORTH 01 DEGREES 09 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 166.96 FEET TO THE NORTHWEST CORNER OF BRISTOL WOODS SUBDIVISION UNIT ONE, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 09 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 1159.50 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST, ALONG SAID NORTH LINE, 1328.39 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 01 DEGREES 15 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE AND WEST LINE EXTENDED, 1366.35 FEET TO THE CENTER OF CORNEILS ROAD, AS OCCUPIED AND MONUMENTED; THENCE SOUTHWESTERLY AND WESTERLY THE FOLLOWING FOUR COURSES ALONG THE CENTERLINE OF CORNEILS ROAD; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 288.20 FEET, CHORD BEARING SOUTH 60 DEGREES 29 MINUTES 21 SECONDS WEST, ARC DISTANCE OF 67.59 FEET; THENCE SOUTH 53 DEGREES 46 MINUTES 14 SECONDS WEST, 153.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 281.33 FEET, CHORD BEARING SOUTH 70 DEGREES 42 MINUTES 24 SECONDS WEST, ARC DISTANCE OF 166.99 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 03 SECONDS WEST, 294.95 FEET TO THE EAST LINE OF BRISTOL WOODS UNIT ONE ; THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, ALONG SAID EAST LINE, 368.40 FEET TO THE NORTH LINE OF BRISTOL WOODS UNIT ONE; THENCE SOUTH 88 DEGREES 08 MINUTES 03 SECONDS WEST, ALONG SAID NORTH LINE, 689.90 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

BOUNDARY EXHIBIT



Engineering Enterprises, Inc.
Civil Engineers & Land Surveyors
52 Wheeler Road
Sugar Grove, Illinois 60554 630/466-9350

P06100 02

Kendall County – Findings of Fact

That the establishment, maintenance, and operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare.

Community solar has beneficial impacts on the public health, safety and welfare of the local community. The purpose of solar is to generate electricity with far less pollution than existing electric generating facilities. By installing community solar less oil and natural gas are burned thereby reducing smog and other airborne pollution. Additionally, community solar has numerous benefits on the local environment. By replacing monoculture agricultural with pollinator friendly ground cover community solar provides habitat for many of Illinois native species. This perennial ground cover also consumes excess phosphate and nitrogen preventing these from entering the ground and surface water resources. Community solar operation is otherwise benign, and does not create light or noise pollution. Nor does it create noxious odors.

Community solar will not have any effect on the morals within the surrounding area.

That the special use will not be substantially injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole.

This project will not be substantially injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted. Nor will it be detrimental to neighboring property values.

Community Solar is a benign use of land. It does not create, noxious odors, light pollution, or loud noises. Not only does it not pollute the water, land or air, it actively remediates existing pollution from the area, and limits existing sources of that pollution going forward. The only concern stemming from community solar is that some people perceive it to be unsightly. This project in particular has been designed to eliminate views of the solar array to address this potential concern.

This project has been sited and designed to prevent views of the solar array. There are only a handful of local residences. This project has setbacks from these residences substantially greater than the County requires. In addition, there are already a substantial amount of fully grown trees that will screen the views from these residences. We plan to plant additional trees to limit the views in any area where existing screening is insufficient. In addition, we have intentionally left over 15 Acres on the South of the project to set the solar array far back from the road. The majority of this acreage can be developed into lots in the future to put that area to its highest and best use. These lots will have screening trees planted on them, and once construction begins on these lots, the buildings themselves will further prevent views from the road. The whole solar array is placed on a flat ground, that will prevent expansive views of the solar garden from any neighboring property.

People are concerned with how community solar affects their property values. Many studies on this very topic have been performed. Virtually all of them show that community solar either has no impact on property values at all or a slight increase on property values. This project specifically will not detract from neighboring property values because it has robust screening, the elevation is such to not permit expansive views of the project, and is well set back from public roads and neighboring property lines.

This project does have several aspects that will increase property values, not just for the neighbors, but also for the community at large. This project will generate a lot of additional tax revenue for the community. Illinois state law says that the assessed value of a community solar garden is $218,000.00 per MW of name plate capacity. This 5MW garden will add $1,090,000.00 to the tax rolls for the community. Further it will be taxed at the commercial rate. This will provide funds for county services. Even better, community solar does not require any additional community services, unlike residential, industrial, or other forms of commercial development. As a result, the additional tax revenue is available to provide other community services or lower taxes across the board.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided.

Yes, there are adequate utilities and facilities to support this project. The electricity generated by this project will be placed on the local grid. We have already determined that there is sufficient existing capacity to support this system size. Additionally, the interconnection point will be added at our expense, so no additional costs will be borne by the local consumer. Should ComEd determine that minor upgrades to their system be necessary, those too will be paid for out of our pocket.

Otherwise, community solar does not need access to utility services above what is currently being used on the property.

During the construction phase some local traffic will be generated. The construction phase generally lasts only a few months. All parking will be onsite with no road shoulder parking. Any damage to existing roads will be paid for by the owner operator of the facility. Additionally, an access road will be installed and maintained to facilitate onsite traffic.

During the operation phase of this project minimal traffic will be generated on city roads. Two to four times per year landscape maintenance workers will be onsite to maintain the vegetative undergrowth and inspect screening elements. Additionally, replacement of broken panels may be preformed on an as needed basis, but expected to be less than once per year.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals

Yes. Kendall County permits community solar systems in agricultural zoned land. We meet or exceed all setbacks required by the county. In addition, we have supplied all required documentation from state and local authorities requested by the county ordinance and will abide by the recommendations and guidelines set by those agencies. This project is not on protected land. We have a signed AIMA with the Illinois Department of Agricultural. As such all state and local laws and regulations are being followed.

In addition, consultation with all local municipalities within 1.5 miles of the project has occurred, no pre-annexation agreement has been requested.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies.

Yes, our project is consistent with the Land Resource Management Plan for land use in Kendall County. The plan specifically promotes "Support (for) the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal). This project will generate over 12,500,000 KWh of renewable energy PER YEAR. This electricity will be placed on the local grid for consumption by local businesses and residences. This results in approximately $250,000.00 of savings for residences and businesses every year. Further, it improves the robustness if the infrastructure as the community is less reliant on the transmission level grid.

This project protects water and land resources consistent with the Land Resource Management Plan. The existing wetlands near our project are presently farmed. By building this project those area will be enhanced by the no longer being farmed. This will allow native wetland vegetation to thrive providing wetland habitat to local species and allowing wetland to perform their natural functions. This project has no floodplain areas and will preserve the natural drainage patterns on the property. Additionally, this project does not propose cutting any trees. Instead, we will plant dozens of new trees to provide screening from neighbors and Corneils Rd. These trees (along with the native pollinator friendly ground cover) will provide additional habitat and food for pollinators and native animals. Plus, the deep-rooted plants will stabilize the soil and diminish sediment and pollution runoff.

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out.

Our community solar project is physically located on a parcel within 1.5 miles of the City of Yorkville. Kendall County ordinance S36-282 17(a) says:

> *All commercial solar energy facilities and test solar energy systems located within one and one-half (1½) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property.*

At present there is no known existing annexation agreement, either voluntary or involuntary, that would include this parcel. As such, strict compliance with this requirement is impossible with presently available agreements.

Ultimately the determination of whether the City of Yorkville wishes to annex or enter into a pre-annexation agreement for a given parcel is up to the City of Yorkville and not the developer. This project was presented to the city and upon review they stated that the city does not wish to pursue annexation or a pre-annexation agreement at this time. However, they did recognize that the project may proceed through Kendall County's permitting process rather than the city's process.

The physical surroundings of the parcel (being located within 1.5 miles of the municipality) thus creates an unreasonable hardship and practical difficulty if the strict letter of the regulations were carried out. This project meets all other state and county requirements and is only deficient due to the elective choice by the city to not annex this parcel at this time.

That the conditions upon which the requested variation is based would not be applicable, generally to other property within the same zoning classification.

The conditions upon which the requested variation is based are not generally applicable to other properties within the same zoning classification. Most similarly zoned properties fall outside the 1.5-mile limit of municipalities or are already incorporated into a city. Of the ones inside the limit but unincorporated, the city would likely desire to annex or enter into a pre-annexation agreement prior to development. The variance we are requesting is only necessitated because the subject parcel is unincorporated, falls within 1.5 miles of the city limit, and the city has electively chosen not to annex the parcel at this time. The project otherwise meets all state and county requirements.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The practical difficulty was created by the interplay of providing an annexation agreement as a condition of obtaining a special use permit and the fact that the city has electively chosen not to annex this particular parcel. In this instance there was nothing the landowner or developer did to create this unique situation.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located.

The granting of this variance and will not be a detriment to the public welfare or injurious to other property or improvements in the neighborhood. The purpose of the requirement is to give municipalities the right to annex nearby properties at the time of development. The city believes that annexation of this parcel at this time is not beneficial to the city. As such the public welfare is being maintained by allowing the city to choose if annexation is right for them. Further, if at a later date the city chooses to go through with annexation granting a variance now will not hinder that process later.

Community solar by its nature is a very passive use of land. It does not create pollution, odors, noise, light, or vibrations. This project is well screened and substantially setback from neighboring properties and public right of ways so that there will be no detrimental views to the neighborhood. As such, the residents of both Yorkville and Kendall County will continue in their use an enjoyment of their property and improvements as they always have.

Further, this community solar project will be an asset to the community. Community solar will add $1,090,000.00 in assess value to this parcel, and will be taxed at the commercial rate rather than the agricultural rate. This will generate substantial additional tax revenue for the community. Since community solar does not use additional services unlike other forms of development the additional tax revenue will be available to the county to spend as they desire. It is essentially free money.

This project will generate 12,500,000 KWh of electricity a year. This electricity will be place on the local distribution grid to be consumed by local residences and businesses. The electricity will be sold from 10 to 20 percent cheaper than what is currently being paid. At $0.02 cheaper (~14%) subscribers will save $250,000.00 on electricity per year.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood.

This community solar project will not be a nuisance to the neighborhood. The solar array is set back a substantial distance from neighboring property lines and further still from the small number of neighboring residences. Nether the solar array or screening will not stop adequate supply of light or air to the adjacent properties.

During the approximately 3-month construction period there will be an increase of traffic on Corneils Rd, however, the anticipated traffic will not create congestion. All parking will be on site and no shoulder parking will be permitted. After construction, very limited visits to the site will be necessary as the facility is remotely monitored. Such visits are anticipated to only be a few times a year for vegetation management or occasional maintenance to the solar array as need arises.

Solar panels and their racking are nonflammable and do not pose a fire risk. The planted vegetation has the same level of fire risk as the present agricultural use. This project will not create additional fire risk.

The solar array will be fenced to prevent unauthorized people from entering the site. The site will be electronically monitored 24/7. The site will be maintained and operated in a safe and reliable manner.

Community solar does not substantially diminish or impair property values within the neighborhood. Attached is a property value impact study on a very similar property that shows no discernable effect to property values of neighboring properties. The present proposed project would have substantially

greater setbacks from the neighbors as well as better placed screening making it even less likely to have any adverse effect on neighboring properties.

G.

Illinois Department of
Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

JB Pritzker, Governor
Natalie Phelps Finnie, Director

February 24, 2025

Isabel Cossio
USA Energy Independence 1 LLC
[redacted]

RE: USA Energy Independence 1 LLC
Project Number(s): 2509790
County: Kendall

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

However, the Department recommends:

Establishing pollinator-friendly habitat as groundcover wherever feasible. Solar Site Pollinator Establishment Guidelines can be found here:
https://dnr.illinois.gov/conservation/pollinatorscorecard.html

The site should be de-compacted before planting.

Long term management of the site should be planned for prior to development to ensure successful native pollinator habitat establishment and prevent the spread of invasive species throughout the lifetime of this project. An experienced ecological management consultant should be hired to assist with long-term management.

Required fencing, excluding areas near or adjacent to public access areas, should have a 6-inch gap along the bottom to prevent the restriction of wildlife movement. Woven wire or a suitable habitat wildlife friendly fence should be used. Barbed wire should be avoided.

Trees should be cleared between November 1st and March 31st. All night lighting should follow IDA guidance.

Illinois Department of
Natural Resources

JB Pritzker, Governor

One Natural Resources Way Springfield, Illinois 62702-1271
http://dnr.state.il.us

Natalie Phelps Finnie, Director

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

[redacted]

Isabella Newingham
Division of Ecosystems and Environment
217-785-5500

H.

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Illinois-Iowa Ecological Services Field Office
Illinois & Iowa Ecological Services Field Office
1511 47th Ave
Moline, IL 61265-7022
Phone: (309) 757-5800 Fax: (309) 757-5807

In Reply Refer To: 12/19/2024 23:55:07 UTC
Project Code: 2025-0034319
Project Name: USA Energy Independence 1 LLC

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The attached species list identifies federally threatened, endangered, proposed and candidate species that may occur within the boundary of your proposed project or may be affected by your proposed project. The list also includes designated critical habitat, if present, within your proposed project area or affected by your project. This list is provided to you as the initial step of the consultation process required under section 7(c) of the Endangered Species Act, also referred to as Section 7 Consultation.

Under 50 CFR 402.12(e) (the regulations that implement Section 7 of the Endangered Species Act) **the accuracy of this species list should be verified after 90 days**. This verification can be completed formally or informally. You may verify the list by visiting the ECOSPHERE Information for Planning and Consultation (IPaC) website https://ipac.ecosphere.fws.gov at regular intervals during project planning and implementation and completing the same process you used to receive the attached list.

Section 7 Consultation

Section 7 of the Endangered Species Act of 1973 requires that actions authorized, funded, or carried out by Federal agencies not jeopardize federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-federal representative) must consult with the U.S. Fish and Wildlife Service (Service) if they determine their project "may affect" listed species or designated critical habitat. Under the ESA, it is the responsibility of the Federal action agency or its designated representative to determine if a proposed action may affect endangered, threatened, or proposed species, or designated critical habitat, and if so, to consult with the Service further. Similarly, it is the responsibility of the Federal action agency or project proponent, not the Service to make "no effect" determinations. If you determine that your proposed action will have no effect on threatened or endangered species or their respective designated critical habitat, you do not need to seek concurrence with the Service.

Note: For some species or projects, IPaC will present you with *Determination Keys*. You may be able to use one or

more Determination Keys to conclude consultation on your action.

Technical Assistance for Listed Species

1. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain information on the species life history, species status, current range, and other documents by selecting the species from the thumbnails or list view and visiting the species profile page.

No Effect Determinations for Listed Species

1. If there are *no* species or designated critical habitats on the Endangered Species portion of the species list: conclude "no species and no critical habitat present" and document your finding in your project records. No consultation under ESA section 7(a)(2) is required if the action would result in no effects to listed species or critical habitat. Maintain a copy of this letter and IPaC official species list for your records.
2. If any species or designated critical habitat are listed as potentially present in the **action area** of the proposed project the project proponents are responsible for determining if the proposed action will have "no effect" on any federally listed species or critical habitat. No effect, with respect to species, means that no individuals of a species will be exposed to any consequence of a federal action or that they will not respond to such exposure.
3. If the species habitat is not present within the action area or current data (surveys) for the species in the action area are negative: conclude "no species habitat or species present" and document your finding in your project records. For example, if the project area is located entirely within a "developed area" (an area that is already graveled/paved or supports structures and the only vegetation is limited to frequently mowed grass or conventional landscaping, is located within an existing maintained facility yard, or is in cultivated cropland conclude no species habitat present. Be careful when assessing actions that affect: 1) rights-of-ways that contains natural or semi-natural vegetation despite periodic mowing or other management; structures that have been known to support listed species (example: bridges), and 2) surface water or groundwater. Several species inhabit rights-of-ways, and you should carefully consider effects to surface water or groundwater, which often extend outside of a project's immediate footprint.
4. Adequacy of Information & Surveys - Agencies may base their determinations on the best evidence that is available or can be developed during consultation. Agencies must give the benefit of any doubt to the species when there are any inadequacies in the information. Inadequacies may include uncertainty in any step of the analysis. To provide adequate information on which to base a determination, it may be appropriate to conduct surveys to determine whether listed species or their habitats are present in the action area. Please contact our office for more information or see the survey guidelines that the Service has made available in IPaC.

May Effect Determinations for Listed Species

1. If the species habitat is present within the action area and survey data is unavailable or inconclusive: assume the species is present or plan and implement surveys and interpret results in coordination with our office. If assuming species present or surveys for the species are positive continue with the may affect determination process. May affect, with respect to a species, is the appropriate conclusion when a species might be exposed to a consequence of a federal action and could respond to that exposure. For critical habitat, 'may affect' is the appropriate conclusion if the action area overlaps with mapped areas of critical habitat and an essential physical or biological feature may be exposed to a consequence of a federal action and could change in response to that exposure.
2. Identify stressors or effects to the species and to the essential physical and biological features of critical habitat that overlaps with the action area. Consider all consequences of the action and assess the potential for each life stage of the species that occurs in the action area to be exposed to the stressors. Deconstruct the action into its component parts to be sure that you do not miss any part of the action that could cause effects to the species or physical and biological features of critical habitat. Stressors that affect species' resources may have consequences even if the species is not present when the project is implemented.
3. If no listed or proposed species will be exposed to stressors caused by the action, a 'no effect' determination may be appropriate – be sure to separately assess effects to critical habitat, if any overlaps with the action

area. If you determined that the proposed action or other activities that are caused by the proposed action may affect a species or critical habitat, the next step is to describe the manner in which they will respond or be altered. Specifically, to assess whether the species/critical habitat is "not likely to be adversely affected" or "likely to be adversely affected."

4. Determine how the habitat or the resource will respond to the proposed action (for example, changes in habitat quality, quantity, availability, or distribution), and assess how the species is expected to respond to the effects to its habitat or other resources. Critical habitat analyses focus on how the proposed action will affect the physical and biological features of the critical habitat in the action area. If there will be only beneficial effects or the effects of the action are expected to be insignificant or discountable, conclude "may affect, not likely to adversely affect" and submit your finding and supporting rationale to our office and request concurrence.
5. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, check IPaC for species-specific Section 7 guidance and conservation measures to determine whether there are any measures that may be implemented to avoid or minimize the negative effects. If you modify your proposed action to include conservation measures, assess how inclusion of those measures will likely change the effects of the action. If you cannot conclude that the effects of the action will be wholly beneficial, insignificant, or discountable, contact our office for assistance.
6. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

For additional information on completing Section 7 Consultation including a Glossary of Terms used in the Section 7 Process, information requirements for completing Section 7, and example letters visit the Midwest Region Section 7 Consultations website at: https://www.fws.gov/office/midwest-region-headquarters/midwest-section-7-technical-assistance.

You may find more specific information on completing Section 7 on communication towers and transmission lines on the following websites:

- Incidental Take Beneficial Practices: Power Lines - https://www.fws.gov/story/incidental-take-beneficial-practices-power-lines
- Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning. - https://www.fws.gov/media/recommended-best-practices-communication-tower-design-siting-construction-operation

Tricolored Bat Update

On September 14, 2022, the Service published a proposal in the Federal Register to list the tricolored bat (Perimyotis subflavus) as endangered under the Endangered Species Act (ESA). The Service has up to 12-months from the date the proposal published to make a final determination, either to list the tricolored bat under the Act or to withdraw the proposal. The Service determined the bat faces extinction primarily due to the rangewide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across North America. Because tricolored bat populations have been greatly reduced due to WNS, surviving bat populations are now more vulnerable to other stressors such as human disturbance and habitat loss. Species proposed for listing are not afforded protection under the ESA; however, as soon as a listing becomes effective (typically 30 days after publication of the final rule in the Federal Register), the prohibitions against jeopardizing its continued existence and "take" will apply. Therefore, if your future or existing project has the potential to adversely affect tricolored bats after the potential new listing goes into effect, we recommend that the effects of the project on tricolored bat and their habitat be analyzed to determine whether authorization under ESA section 7 or 10 is necessary. Projects with an existing section 7 biological opinion may require

reinitiation of consultation, and projects with an existing section 10 incidental take permit may require an amendment to provide uninterrupted authorization for covered activities. Contact our office for assistance.

Other Trust Resources and Activities

Bald and Golden Eagles

Although no longer protected under the Endangered Species Act, be aware that bald eagles are protected under the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act, as are golden eagles. Projects affecting these species may require measures to avoid harming eagles or may require a permit. If your project is near an eagle nest or winter roost area, please contact our office for further coordination. For more information on permits and other eagle information visit our website https://www.fws.gov/library/collections/bald-and-golden-eagle-management.

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Illinois-Iowa Ecological Services Field Office
Illinois & Iowa Ecological Services Field Office
1511 47th Ave
Moline, IL 61265-7022
(309) 757-5800

PROJECT SUMMARY

Project Code: 2025-0034319
Project Name: USA Energy Independence 1 LLC
Project Type: Power Gen - Solar
Project Description: A community solar garden on cropped, developed farmland for clean energy production

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@41.694465699999995,-88.43628827940599,14z

Counties: Kendall County, Illinois

ENDANGERED SPECIES ACT SPECIES

There is a total of 5 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Indiana Bat *Myotis sodalis* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered

BIRDS

NAME	STATUS
Whooping Crane *Grus americana* Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non-Essential

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Western Regal Fritillary *Argynnis idalia occidentalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/12017	Proposed Threatened

FLOWERING PLANTS

NAME	STATUS
Eastern Prairie Fringed Orchid *Platanthera leucophaea* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/601	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are likely bald eagles present in your project area. For additional information on bald eagles, refer to Bald Eagle Nesting and Sensitivity to Human Activity

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence ( )

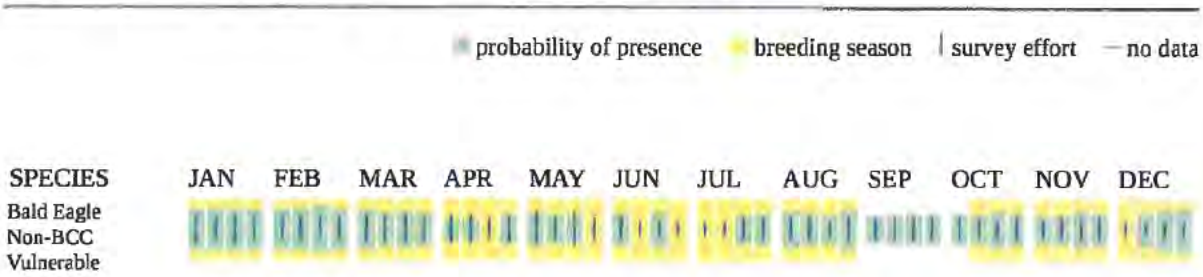
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season ( )

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Golden-plover *Pluvialis dominica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10561	Breeds elsewhere
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31
Black-billed Cuckoo *Coccyzus erythropthalmus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9454	Breeds May 20 to Jul 31
Cerulean Warbler *Setophaga cerulea* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/2974	Breeds Apr 21 to Jul 20
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Eastern Whip-poor-will *Antrostomus vociferus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10678	Breeds May 1 to Aug 20
Grasshopper Sparrow *Ammodramus savannarum perpallidus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Henslow's Sparrow *Centronyx henslowii* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3941	Breeds May 1 to Aug 31

NAME	BREEDING SEASON
Kentucky Warbler *Geothlypis formosa* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9443	Breeds Apr 20 to Aug 20
Lesser Yellowlegs *Tringa flavipes* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Pectoral Sandpiper *Calidris melanotos* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere
Prothonotary Warbler *Protonotaria citrea* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9439	Breeds Apr 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Rusty Blackbird *Euphagus carolinus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9478	Breeds elsewhere
Semipalmated Sandpiper *Calidris pusilla* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9603	Breeds elsewhere
Short-billed Dowitcher *Limnodromus griseus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Wood Thrush *Hylocichla mustelina* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental

Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence ( )

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season ( )

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)

A week is marked as having no data if there were no survey events for that week.

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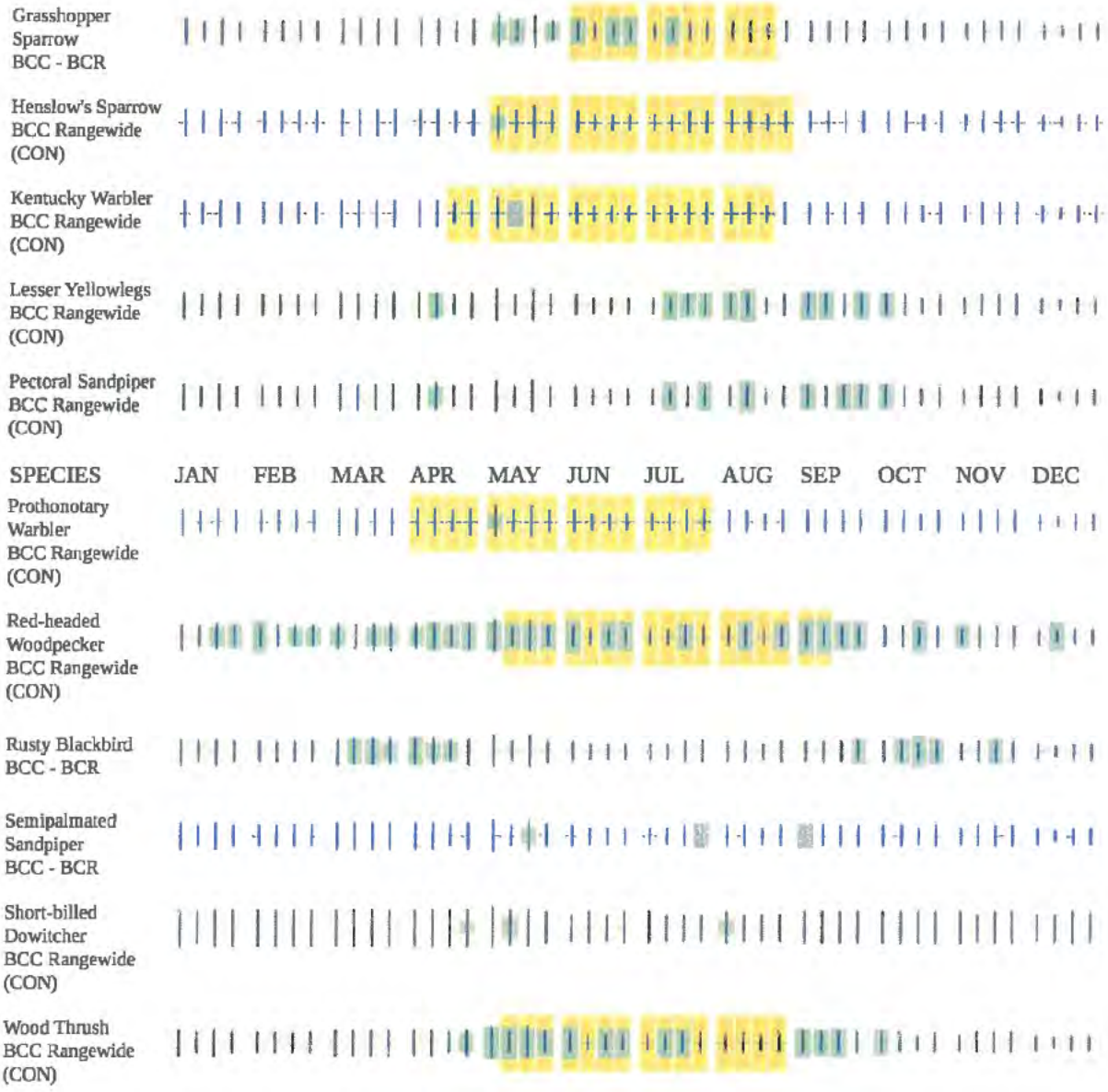
probability of presence breeding season survey effort no data



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

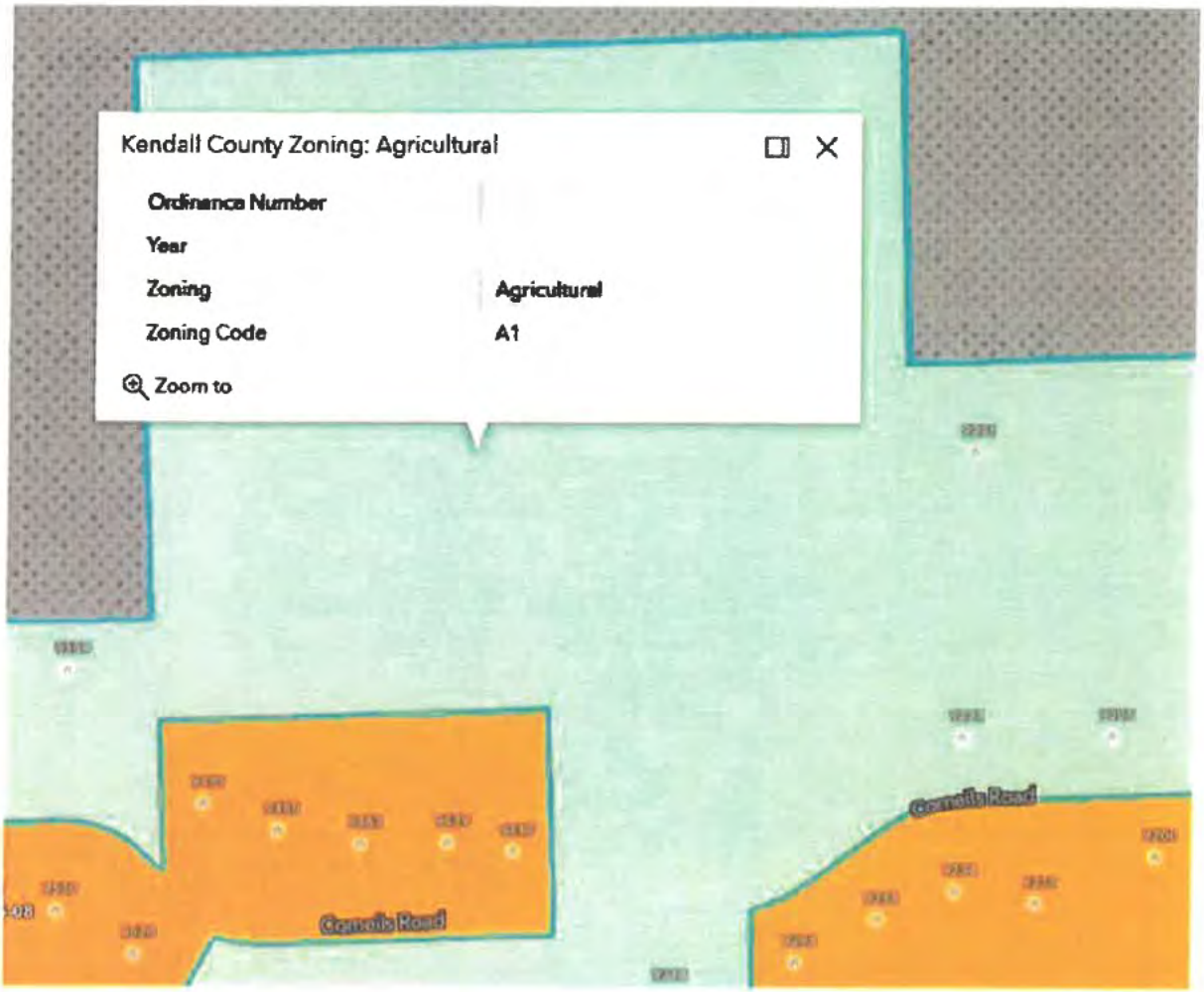
- PEM1C

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Isabel Cossio
Address: [redacted]
City:
State:
Zip:
Email
Phone:

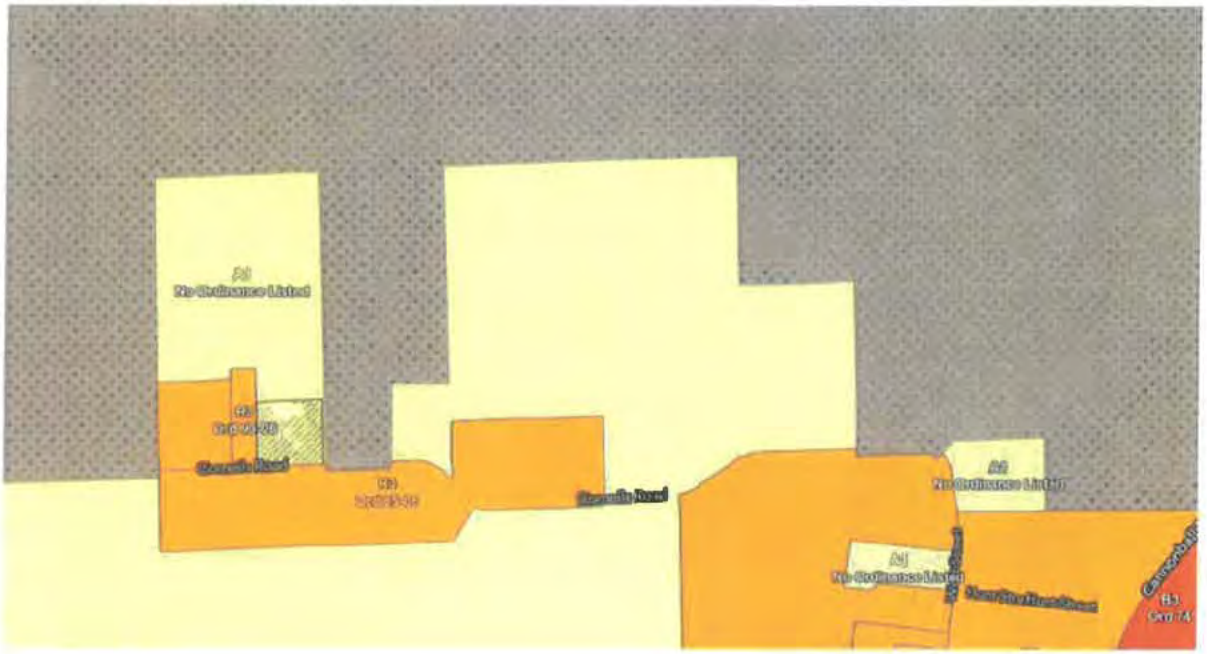
N.

Zoning Map

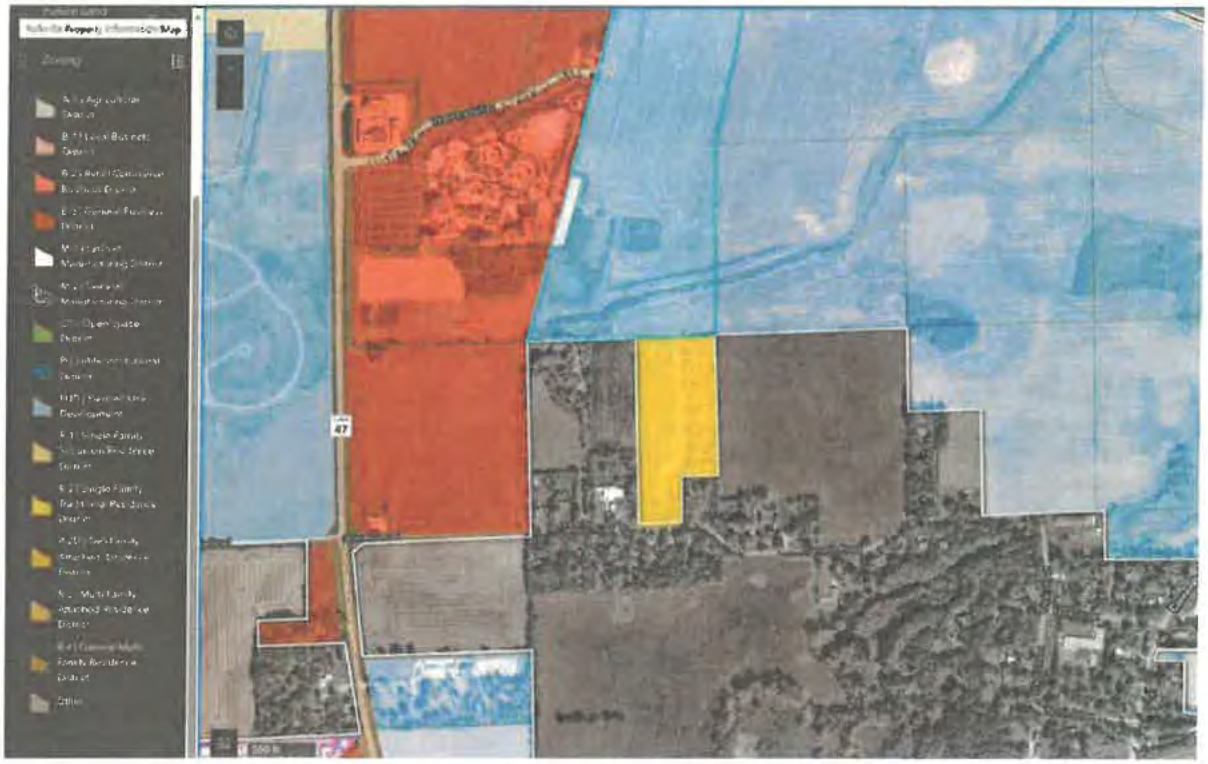

Kendall County Zoning: Agricultural
Ordinance Number
Year
Zoning
Agricultural
Zoning Code
A1
Zoom to
Connolly Road
Connolly Road

O.

Kendall County Zoning (Neighbors)



Yorkville Zoning (Neighbors)



STORMWATER MANAGEMENT PERMIT

PERMIT APPLICATION #_____

Conformance with all Federal, State, and County Regulations is required. Applicants are encouraged to read the Stormwater Management Division of the Kendall County Code and consider a pre-application meeting with Department staff prior to submittal. See attached highlights of regulations.

Property: Name LUCAYA ASSET MANAGEMENT LLC

Owner Address [redacted]

Phone [redacted]

Agent: Name Daniel Gorman

Address [redacted]

Phone [redacted]

Site: Address or Location Unincorporated Ag Land on Corneils Rd S9-37-7

Tax Parcel # 02-09-400-007

Zoning/Land Use/Acres Ag/Ag/40.34

Proposed Development:
A 5MW fixed tilt Community Solar garden.

Attachments: Plat x Construction Plans x

Soils x Landscaping x

Grading None/Access Road Phasing See Narrative of SUP

Other_____

Fees

$ 50.00 Processing Fee ($50.00)

$ 2500.00 Engineering Review Deposit ($2,500.00 *or* 2% of estimated cost of the proposed improvements, whichever is greater. A $3,500.00 Construction Inspection Services Fee and General Consultation Fee Might Be Required as the Project Progresses)

TOTAL $ 2550.00 One check is acceptable made out to the Kendall County Treasurer

Staff will contact Applicant regarding schedule and reviews.

I hereby certify that the information on this application, on the documents attached, and on other submittals made during the review process is true and correct; that I am authorized to file this application; and that I agree to conform to all requirements set forth by the County and all conditions of the Kendall County Code related to stormwater management. I understand that by signing this form, that the property in question may be visited by County Staff and County Engineers throughout the permit and construction process. I also understand that I am responsible for all costs associated with this application. The applicant attests that they are free of debt or current on all debts owed to Kendall County as of the application date.

Owner's Signature (Including Middle Initial) [redacted] MGR Date 4-7-2025

Agent's Signature (Including Middle Initial) [redacted] Date 4/7/25

Kendall County Planning, Building, & Zoning Department
807 West John Street
Yorkville, Illinois 60560
Phone: (630) 553-4139 Fax (630) 553-4179
www.kendallcountyil.gov

P.

Disturbed Area Calc

	Diameter (in)	Area (sq in)	Area (sq ft)	Quantity	Total sq ft
				#' fence/ 1	
	D	pi/4*D^2	pi/4*D^2/144	post/10'	Area * Quantity
Fence Post	2	3.142	0.0218	367	8.007
				# Modules*2	
I beam		12.27	0.0852	24240	2065.5
Equipment pad			260	2	520
Access Road			25766	1	25766
				Sum all area	**28359 sq ft**
				=	**0.6510 acres**

J.

Level 1 Wetland Delineation Report

Energy Independence 1 LLC

Kendall County, Illinois

Prepared for:

Enterprise Energy

[redacted]

Prepared by:

Area M Consulting, LLC
Environmental Consultants
2023 Alameda Street
Roseville, MN 55113
www.areamconsulting.com

AREAM

March 2025

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I certify that, to the best of my knowledge, this wetland delineation and report were completed following current wetland standards as set forth by the USACE, NRCS, and other agencies. Findings in this report represent Area M's best judgement based on conditions and information available at the time of the wetland delineation.

[redacted]

Jonathan Knudsen, WDC, MS
Field Director/Wetland Specialist
MN Certified Wetland Delineator 1307
Virginia DPOR Professional Wetland Delineator 3402000205

AREA M

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Appendix B: FEMA Firmette
Appendix C: Soils Report/Hydric Rating by Soils Unit and Hydric Soils List – All Components
Appendix D: Aerial Imagery Slides

INTRODUCTION

Area M Consulting (Area M), on behalf of Enterprise Energy (Client) conducted a wetland delineation for the USA Energy Independence 1 LLC Project (Project) located within Kendall County, Illinois. The Area M biologist conducted a Level 1 Delineation as defined by the United States Army Corps of Engineers (USACE) within the Project boundaries following procedures and methods outlined by the USACE Wetland Delineation Manual (USACE, 1987), Midwest Regional Supplement (USACE, 2012), and Illinois Mapping Conventions protocol (NRCS, 1998). This wetland delineation only included a desktop component; a field investigation was not conducted, and Area M acknowledges that field testing may be required to confirm wetland boundaries, despite the Project being entirely cropped. This wetland delineation report is assembled to assist the Client with internal planning and to meet regulatory requirements necessary for permitting a community solar garden (CSG) in Macon County, Illinois for the Illinois Adjustable Block Program.

PROJECT DESCRIPTION

The Project, encompassing approximately 21 acres, is located 2.4 miles north of Yorkville, Illinois in Section 9, T37N:R7W (Study Area) (Map 1 & Map 2; Appendix A). The Study Area includes a rolling agricultural field bounded to the south by residential lots and to the east by a deciduous woodlot. Open farmland borders the northern and northeastern boundaries of the Study Area. The entire Study Area is agricultural, with rotating soybeans and corn cropped annually. The surrounding landscape is a mosaic of cropland, residential lots, and riparian corridors. The entire Study Area is private property.

OFF-SITE REVIEW

Prior to fieldwork, Area M conducted a comprehensive desktop review of data sources to identify the presence/absence and extent of wetlands that could occur within the Study Area. Areas with wetland signatures, suggesting potential wetland conditions, were evaluated in greater detail during the field investigation. The following data sources were reviewed; the analysis of each data set is discussed in greater detail in the later part of this section.

- Hydrologic soil data
- Elevation Data
  - Illinois Light Detection and Ranging (LiDAR) Data
  - United States Geological Survey (USGS) topographic maps
- Mapped Wetlands/Waterbodies
  - U.S. Fish and Wildlife Services (USFWS) National Wetland Inventory (NWI)
  - Illinois Department of Natural Resources (IDNR) Public Waters
  - National Hydrography Dataset (NHD)
- Historic and current aerial photographs

Mapped Wetland Data

The NWI (USFWS, 2025), Illinois Public Waters (IDNR, 2024), and NHD (USGS, 2025) data sets were reviewed to document mapped wetlands and/or waterbodies within the Study Area. Features within these databases to no intersect the Study Area (Map 3; Appendix A). The Federal Emergency Management Agency (FEMA) flood map was also reviewed to identify high-risk flood zones. The Study Area is entirely within low-flood risk zones (FEMA, 2025) (Appendix B).

Soils

The Web Soil Survey (NRCS, 2024) was accessed to summarize mapped soil types occurring within the Study Area. Slightly hydric soil units are found throughout the Study Area. A full list of hydric soil components and attributes is presented in Appendix C.

Topographic Data

Elevation and topographic data were reviewed within the Study Area to identify potential basins and depressional areas which could be indicative of wetlands. The Study Area includes a gently rolling agricultural field which slopes towards the north. The total topographic relief of the Study Area is approximately 8 feet.

Historic Aerial Photography Review

Historical aerial slides were analyzed for wetland signatures in conjunction with antecedent precipitation to identify potential wetlands prior to the field delineation. Evaluating imagery is a useful method for identifying wetlands, particularly in farm fields, due to the lack of natural vegetation and/or hydrology. Wetland signatures were identified on each slide, following the Illinois Wetland Mapping Conventions protocol (NRCS, 1998). Areas within each slide showing wetland signatures, such as ponding, were outlined and are presented on each slide (labeled as Areas). Aerial imagery dates and antecedent precipitation status for each slide are listed below (Table 1). Antecedent precipitation data for the imagery (Dry, Normal, or Wet) was determined based on the NRCS/USACE method for using hydrology and meteorological data to evaluate wetland hydrology (Sprecher and Warne, 1997). The antecedent precipitation data was accessed using the Environmental Protection Agency (EPA) Antecedent Precipitation Tool (EPA, 2024). After slide review, three agricultural areas (Area 1, Area 2, and Area 3) showing wetland hydrology signatures on aerial slides were identified within the Study Area (Appendix D).

Table 1. Imagery dates and antecedent precipitation status.

Imagery Date	Wetland Signature[1]			Antecedent Precipitation Status[2]
	Area 1	Area 2	Area 3	
April 1993	Yes	Yes	Yes	Normal
April 1998	Yes	Yes	Yes	Normal
February 2002	No	No	No	Normal
June 2002	Yes	No	No	Normal
April 2005	Yes	No	No	Normal
June 2005	Yes	No	No	Normal
June 2006	No	No	No	Normal
June 2007	Yes	No	No	Normal
April 2008	Yes	No	No	Wet
June 2009	Yes	Yes	No	Wet
September 2011	Yes	Yes	No	Normal
May 2013	No	No	No	Wet
September 2015	No	No	No	Dry
June 2016	No	No	No	Wet
April 2017	No	No	No	Dry
September 2017	No	No	No	Wet
March 2018	Yes	Yes	Yes	Wet
October 2019	Yes	Yes	Yes	Dry
June 2023	Yes	No	Yes	Wet

[1]Wetland Mapping Conventions (NRCS, 1998)
[2]Antecedent Precipitation Tool (EPA, 2025)
OBS – Obscured Imagery

Off-site Summary

Overall, the off-site review suggests one wetland is present within the Study Area based on the slide review in conjunction with local topography, NWI, and soil data.

Wetland 1 – PEMAf

Wetland 1, within Area 1, is contained within a small depression and toe slope in the northeastern corner of the Study Area. Wetland 1 is cropped most years but is frequently drowned-out or ponded. Wetland 1 was determined to be a wetland after aerial imagery review, where 12 of 19 slides (7 of 9 slides with normal antecedent precipitation) showed wetland hydrology signatures. Wetland 1 was mapped by averaging the extent of wetland hydrology signatures observed in slides with normal antecedent precipitation.

Area 2 - Upland

Area 2, located in an isolated depression in the east-central portion of the Study Area, was determined to be upland after aerial imagery review where 6 of 19 slides (3 of 9 slides with normal antecedent precipitation) showed wetland hydrology signatures. Wetland 1 was mapped by averaging the extent of

wetland hydrology signatures observed in slides with normal antecedent precipitation. Area M understands that further field review may be necessary to confirm wetland absence during the growing season.

Area 3 - Upland

Area 3, located in the southeastern portion of the Study Area, was determined to be upland after aerial imagery review where 5 of 19 slides (2 of 9 with normal antecedent precipitation) showed wetland hydrology indicators. Area M understands that further field review may be necessary to confirm wetland absence during the growing season.

RESULTS AND RECOMMENDATIONS

Based upon this routine Level 1 Wetland Delineation, it is the professional opinion of Area M that the Study Area contains one feature (Wetland 1) that likely satisfies the criteria to be a wetland pursuant to the Army Corps of Engineers' 1987 Manual with subsequent clarification memoranda and pursuant to confirmation by the USACE (Map 5; Appendix A). This wetland is likely non-jurisdictional under Section 404 of the Clean Water Act (CWA) due to its isolation and lack of surface connectivity to Waters of the United States. Activities impacting wetlands and waterways are regulated through the USACE, which administers the CWA. The wetlands and wetland boundaries described within this report are described based on the conditions in the field at the time of the survey and subject to verification by state, federal, and local agencies, which have final authority over wetland presence, extent, and jurisdictional status. Area M understands that further field investigation during the growing season may be required to confirm wetland presence, absence, and extent.

REFERENCES

Federal Emergency Management Agency (FEMA). 2024. Flood Map Service, access at https://msc.fema.gov/portal/home

Environmental Laboratory. 1987. *Corp of Engineers Wetlands Delineation Manual*. Wetlands Research Program. Technical Report Y-87-1. Department of the Army, Waterways Experiment Station, US Army *Corp of Engineers*. Vicksburg, Mississippi, USA.

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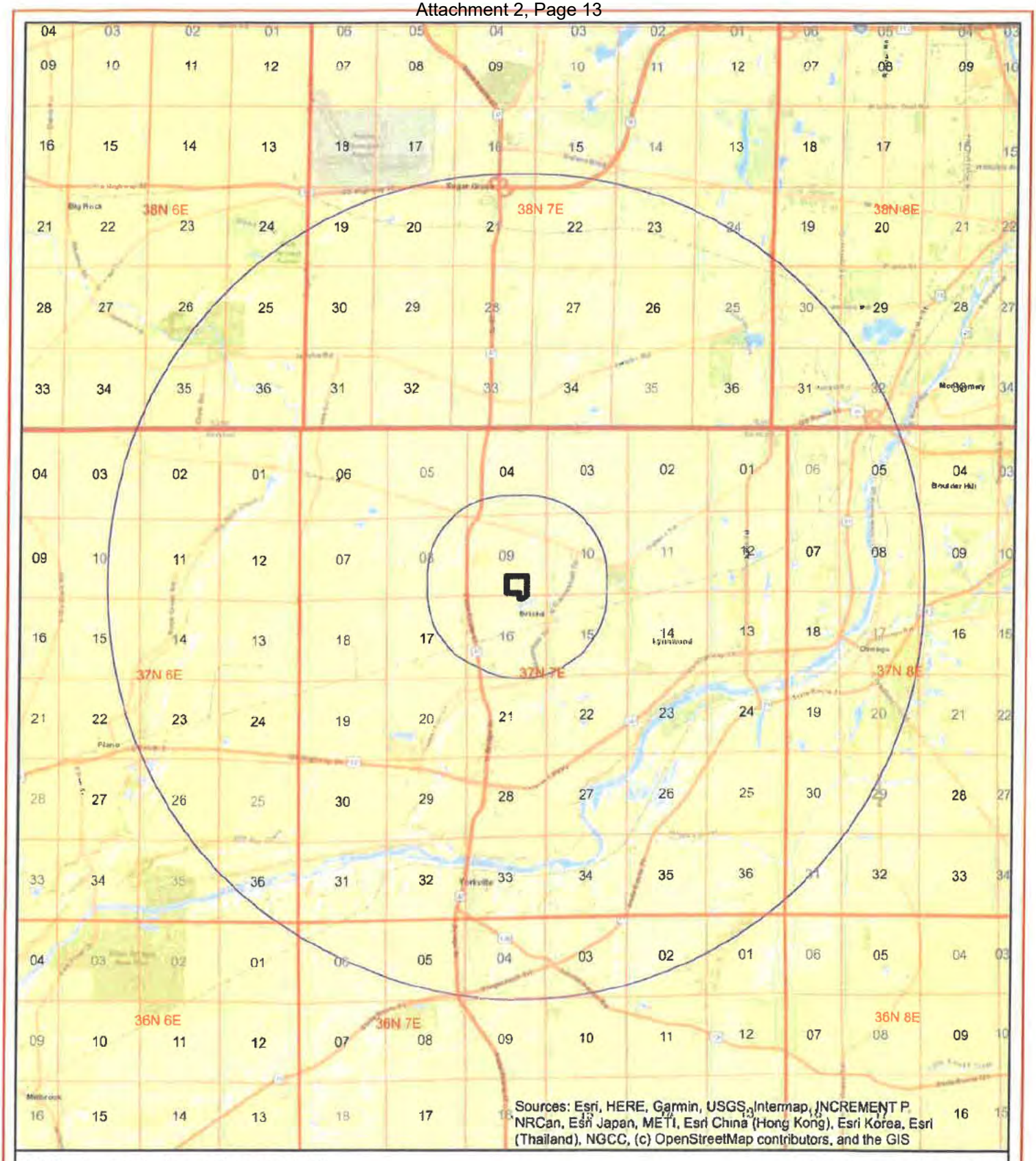
United States Fish and Wildlife Service (USFWS). 2024. National Wetland Inventory: Wetlands Online Mapper. *Accessed from* http://www.fws.gov/wetlands/data/mapper.HTML

Sprecher, S.W. and Andrew G. Warne, A.G., 2000. Accessing and Using Meteorological Data to Evaluate Wetland Hydrology. WRAP Technical Notes Collection, ERDC/EL TR-WRAP-00-1. U.S. Army Engineer Research and Development Center, Vicksburg, MS.

Appendix A:

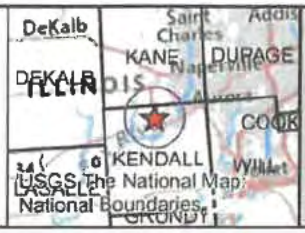
Maps

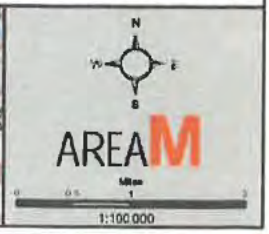


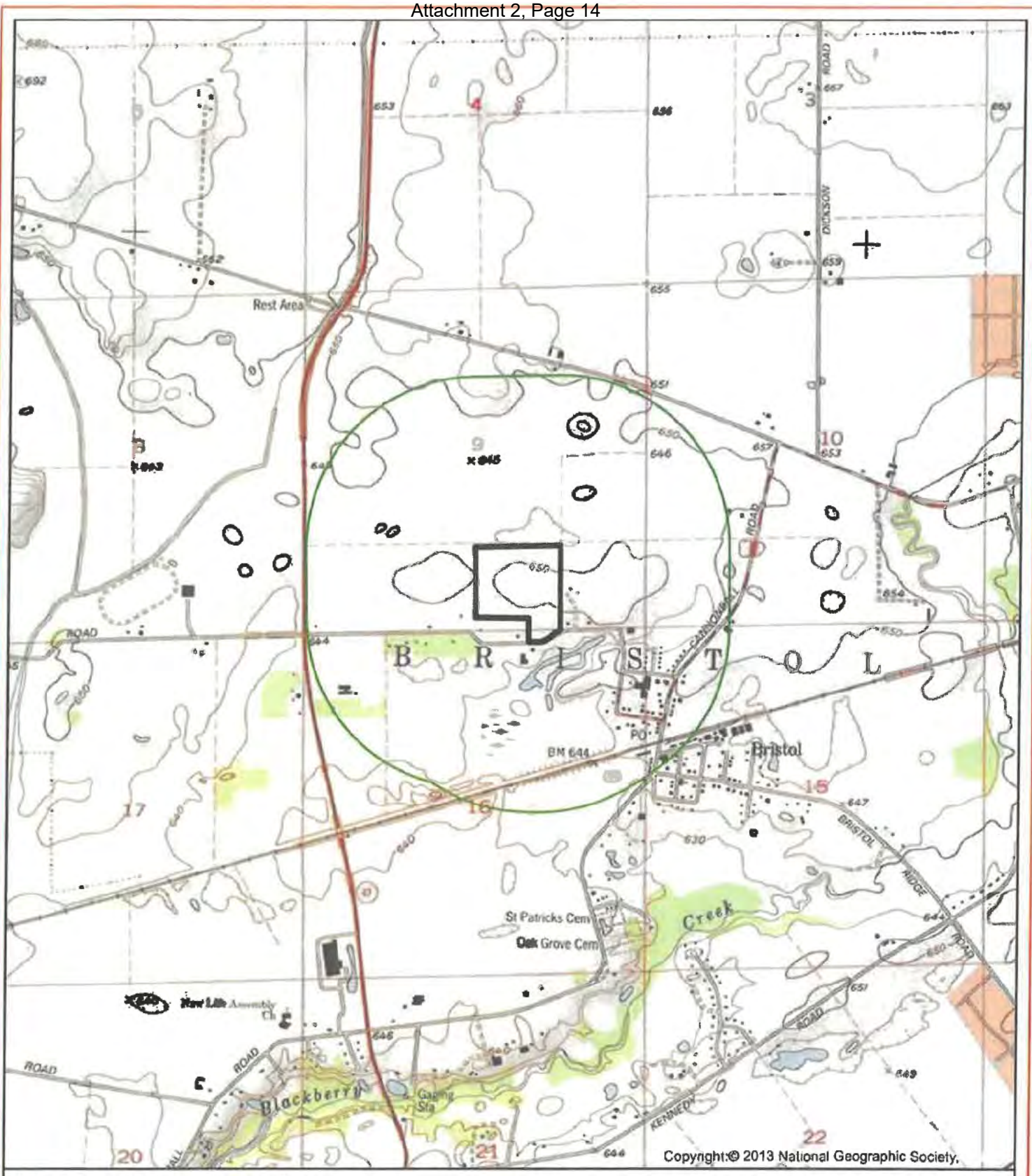
USA Energy Independence 1 LLC — **Map 1. Location Map**

Kendall County, IL
S9 T37N:R7E
36.9 Acres
NAD 83, Zone 16
380532 E
4616737 N

- Project Location
- Project Area
- 1-Mile Buffer
- 5-mile Buffer
- Section Line
- Township Line
- County Line







USA Energy Independence 1 LLC

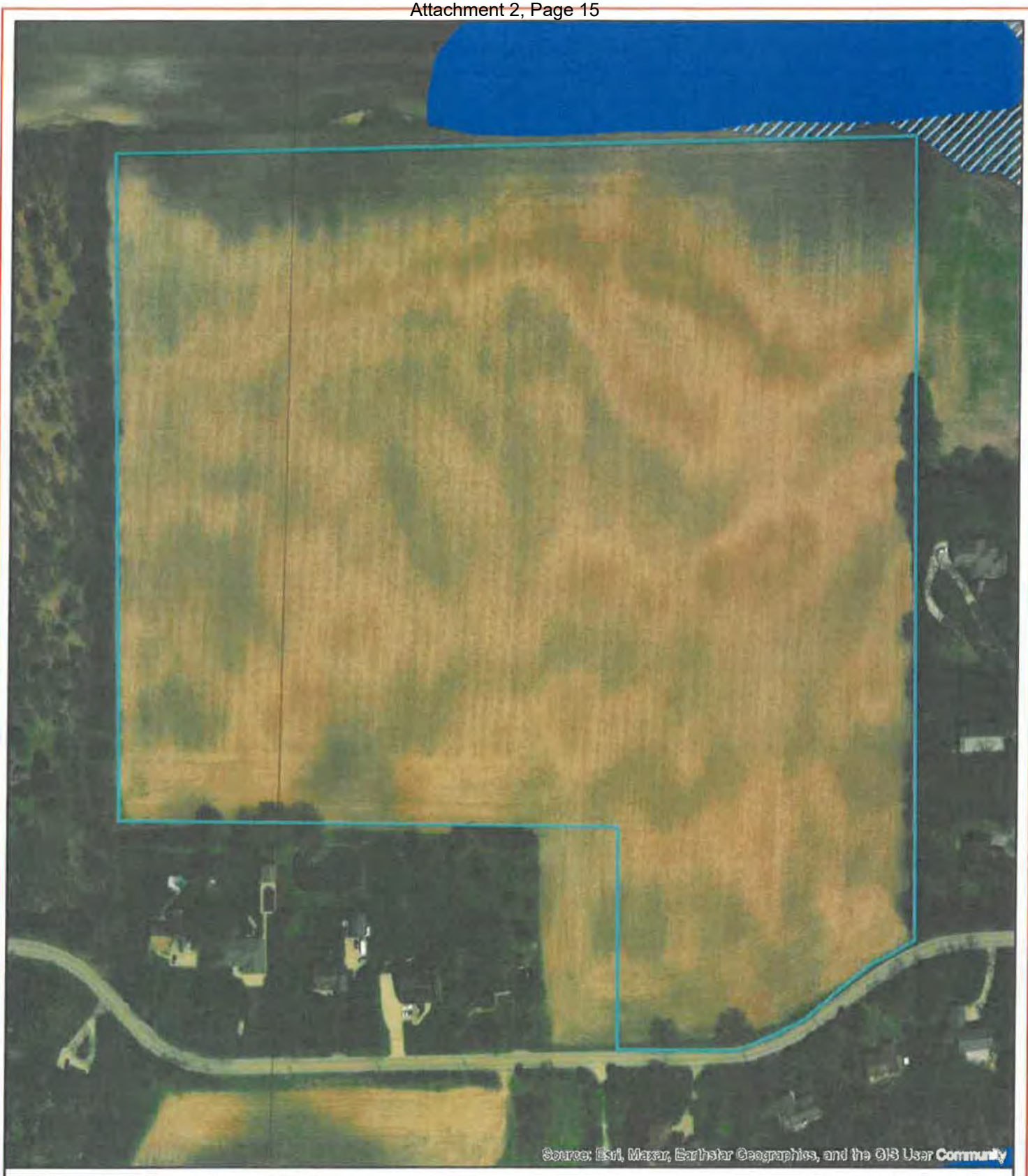
Map 2. 1:24,000 Topographic

Kendall County, IL

Project Area

0.5-Mile Buffer

AREA M



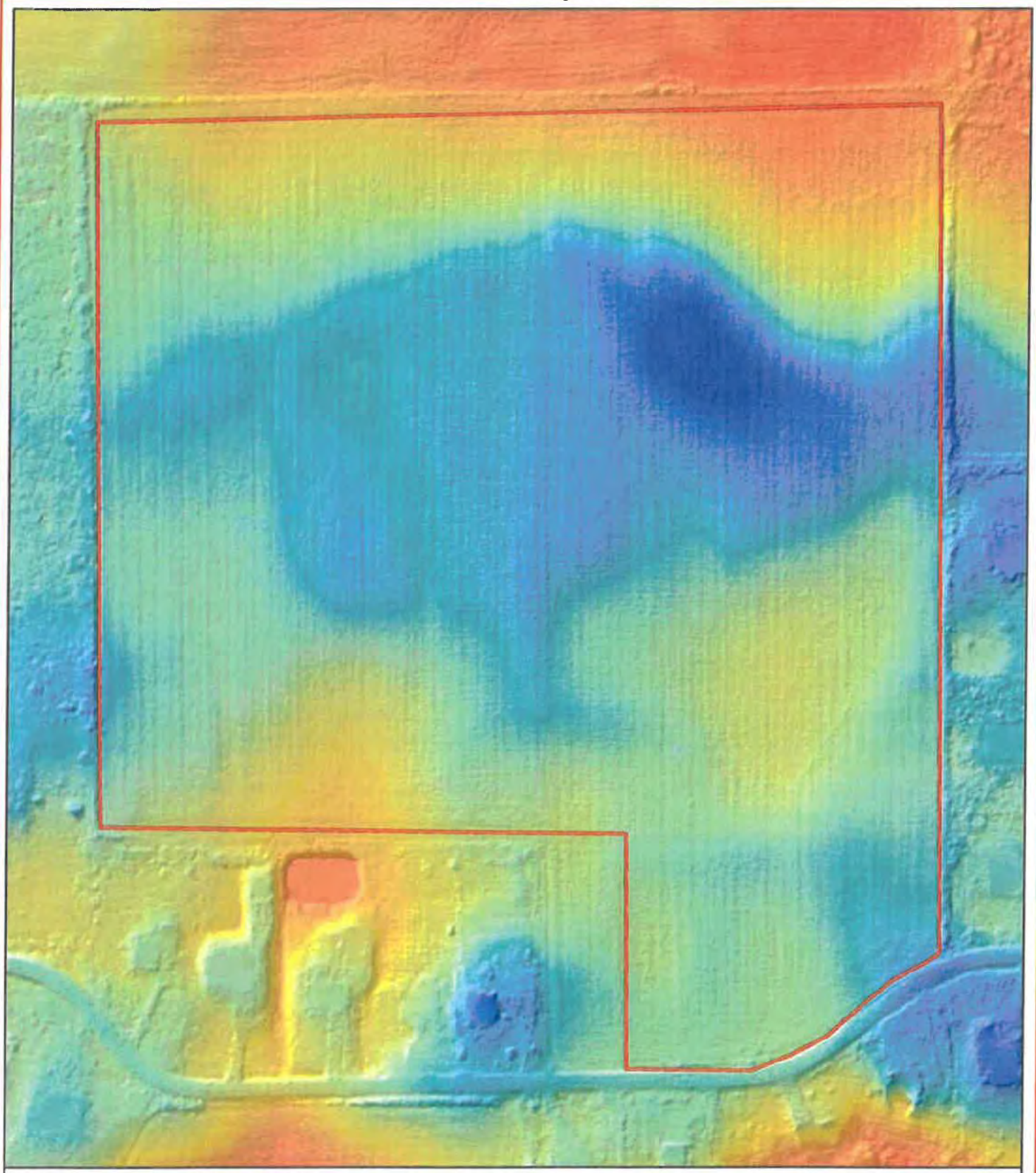
USA Energy Independence 1 LLC

Map 3. Wetland Map

Kendall County, IL

- Project Polygon
- NWI Wetland
- NHD Flowline
- NHD Waterbody
- Floodway
- 100-year Floodplain
- 500-year Floodplain
- Minimal Flood Hazard

AREA M



USA Energy Independence 1 LLC

Map 4. Lidar Map

Kendall County, IL

Study Area

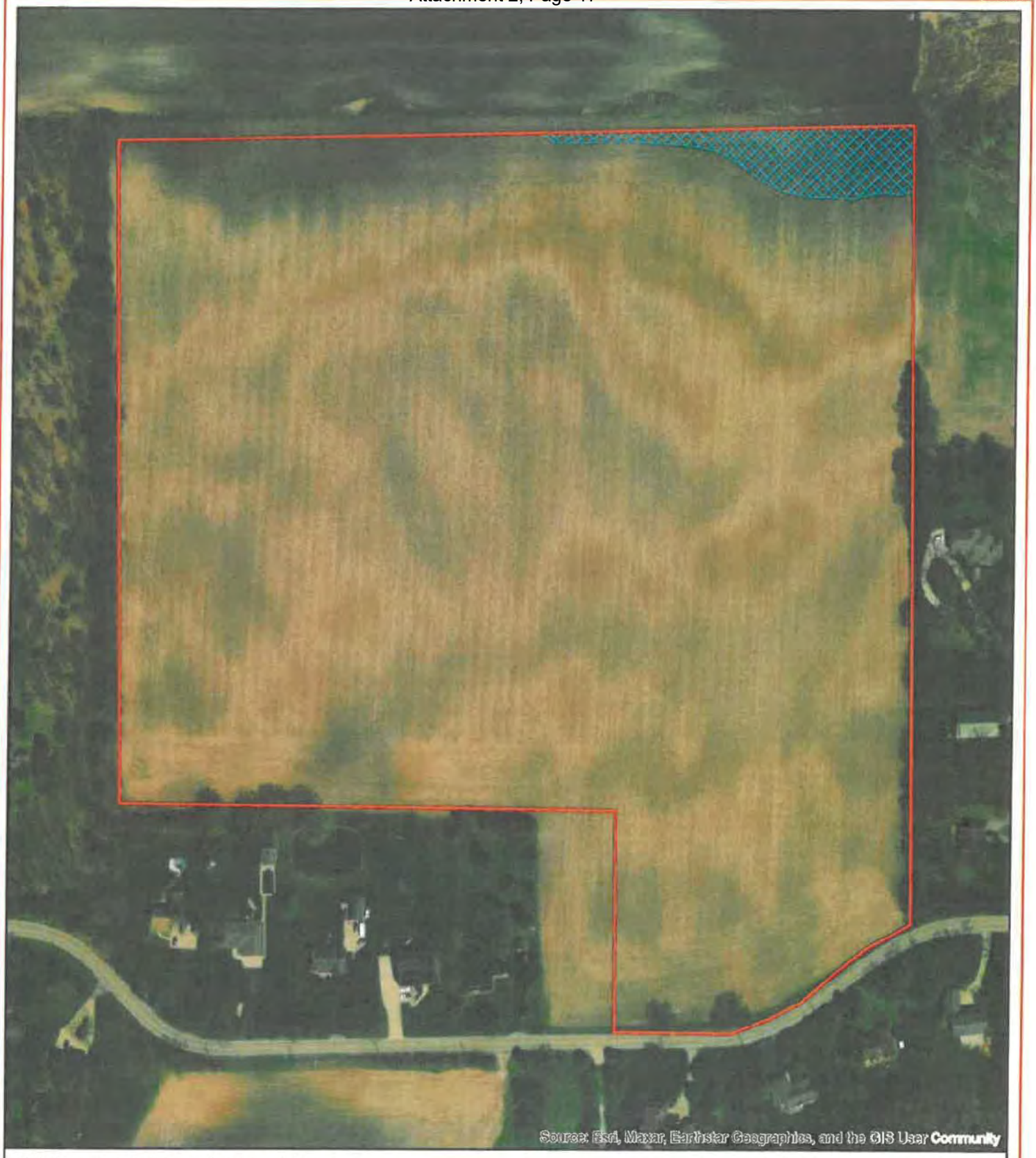
Relative Elevation

High

Low

AREA M

1:2,410



USA Energy Independence 1 LLC

Map 5. Wetland Delineation Map

Kendall County, IL

Study Area

L1 Wetland Boundary

AREA M

1:2,520

Appendix B:

FEMA Firmette

National Flood Hazard Layer FIRMette

FEMA

88°26'29"W 41°41'49"N

88°25'51"W 41°41'23"N

0 250 500 1,000 1,500 2,000 Feet 1:6,000

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represe an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/14/2025 at 3:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix C:

Soils Report

Hydric Rating by Soils Unit and Hydric Soil List – All components

Hydric Rating by Map Unit—Kendall County, Illinois
(PA_USA_Energy_Independence_1_LLC)
88° 25' 20" W
88° 25' 59" W
380260
380340
380420
380500
380580
380660
380740
41° 41' 46" N
4617040
4616960
4616880
4616800
4616720
4616640
4616560
4616480
4616400
41° 41' 25" N
103A
152A
318C2
791B
791A
219A
791B
791B
Cornells Rd
Soil Map may not be valid at this scale.
Map Scale: 1:3,170 if printed on A portrait (8.5" x 11") sheet.
Meters
0
45
90
180
270
N
Feet
0
150
300
600
900
Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Lines
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Points
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kendall County, Illinois
Survey Area Data: Version 21, Aug 21, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 18, 2020—Jul 3, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
103A	Houghton muck, 0 to 2 percent slopes	100	0.6	1.6%
152A	Drummer silty clay loam, 0 to 2 percent slopes	100	3.7	9.9%
219A	Millbrook silt loam, 0 to 2 percent slopes	3	3.1	8.3%
318C2	Lorenzo loam, 4 to 6 percent slopes, eroded	0	2.7	7.2%
791A	Rush silt loam, 0 to 2 percent slopes	6	12.5	33.9%
791B	Rush silt loam, 2 to 4 percent slopes	6	14.4	39.0%
Totals for Area of Interest			**36.9**	**100.0%**

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Hydric Soil List - All Components

This table lists the map unit components and their hydric status in the survey area. This list can help in planning land uses; however, onsite investigation is recommended to determine the hydric soils on a specific site (National Research Council, 1995; Hurt and others, 2002).

The three essential characteristics of wetlands are hydrophytic vegetation, hydric soils, and wetland hydrology (Cowardin and others, 1979; U.S. Army Corps of Engineers, 1987; National Research Council, 1995; Tiner, 1985). Criteria for all of the characteristics must be met for areas to be identified as wetlands. Undrained hydric soils that have natural vegetation should support a dominant population of ecological wetland plant species. Hydric soils that have been converted to other uses should be capable of being restored to wetlands.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). These soils, under natural conditions, are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

Hydric soils are identified by examining and describing the soil to a depth of about 20 inches. This depth may be greater if determination of an appropriate indicator so requires. It is always recommended that soils be excavated and described to the depth necessary for an understanding of the redoximorphic processes. Then, using the completed soil descriptions, soil scientists can compare the soil features required by each indicator and specify which indicators have been matched with the conditions observed in the soil. The soil can be identified as a hydric soil if at least one of the approved indicators is present.

Map units that are dominantly made up of hydric soils may have small areas, or inclusions, of nonhydric soils in the higher positions on the landform, and map units dominantly made up of nonhydric soils may have inclusions of hydric soils in the lower positions on the landform.

The criteria for hydric soils are represented by codes in the table (for example, 2). Definitions for the codes are as follows:

1. All Histels except for Folistels, and Histosols except for Folists.
2. Soils in Aquic suborders, great groups, or subgroups, Albolls suborder, Historthels great group, Histoturbels great group, Pachic subgroups, or Cumulic subgroups that:
   A. Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
   B. Show evidence that the soil meets the definition of a hydric soil;
3. Soils that are frequently ponded for long or very long duration during the growing season.
   A. Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
   B. Show evidence that the soil meets the definition of a hydric soil;
4. Map unit components that are frequently flooded for long duration or very long duration during the growing season that:
   A. Based on the range of characteristics for the soil series, will at least in part meet one or more Field Indicators of Hydric Soils in the United States, or
   B. Show evidence that the soil meets the definition of a hydric soil;

Hydric Condition: Food Security Act information regarding the ability to grow a commodity crop without removing woody vegetation or manipulating hydrology.

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. Doc. 2012-4733 Filed 2-28-12. February, 28, 2012. Hydric soils of the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

Vasilas, L.M., G.W. Hurt, and C.V. Noble, editors. Version 7.0, 2010. Field indicators of hydric soils in the United States.

Report—Hydric Soil List - All Components

Hydric Soil List - All Components–IL093-Kendall County, Illinois					
Map symbol and map unit name	**Component/Local Phase**	**Comp. pct.**	**Landform**	**Hydric status**	**Hydric criteria met (code)**
103A: Houghton muck, 0 to 2 percent slopes	Houghton	85-100	Depressions on ground moraines	Yes	1
	Selma	0-9	Drainageways on ground moraines	Yes	2
	Hooppole	0-9	Swales on ground moraines	Yes	2
	Lena	0-9	Depressions on ground moraines	Yes	1
152A: Drummer silty clay loam, 0 to 2 percent slopes	Drummer-Drained	90-100	Stream terraces on outwash plains,stream terraces on till plains,swales on outwash plains,swales on till plains	Yes	2
	Peotone-Drained	0-9	Depressions on outwash plains	Yes	2
	Harpster-Drained	0-9	Depressions on outwash plains	Yes	2
219A: Millbrook silt loam, 0 to 2 percent slopes	Millbrook	90	Outwash plains,stream terraces	No	—
	Drummer	3	Ground moraines,outwash plains	Yes	2
318C2: Lorenzo loam, 4 to 6 percent slopes, eroded	Lorenzo-Eroded	88-100	Outwash plains,stream terraces	No	—
	Kane	0-9	Outwash plains,stream terraces	No	—
	Urban land	0-5	—	No	—
791A: Rush silt loam, 0 to 2 percent slopes	Rush	90	Outwash plains,stream terraces	No	—
	Dunham	3	Outwash plains,stream terraces	Yes	2
	Drummer	3	Ground moraines,outwash plains	Yes	2

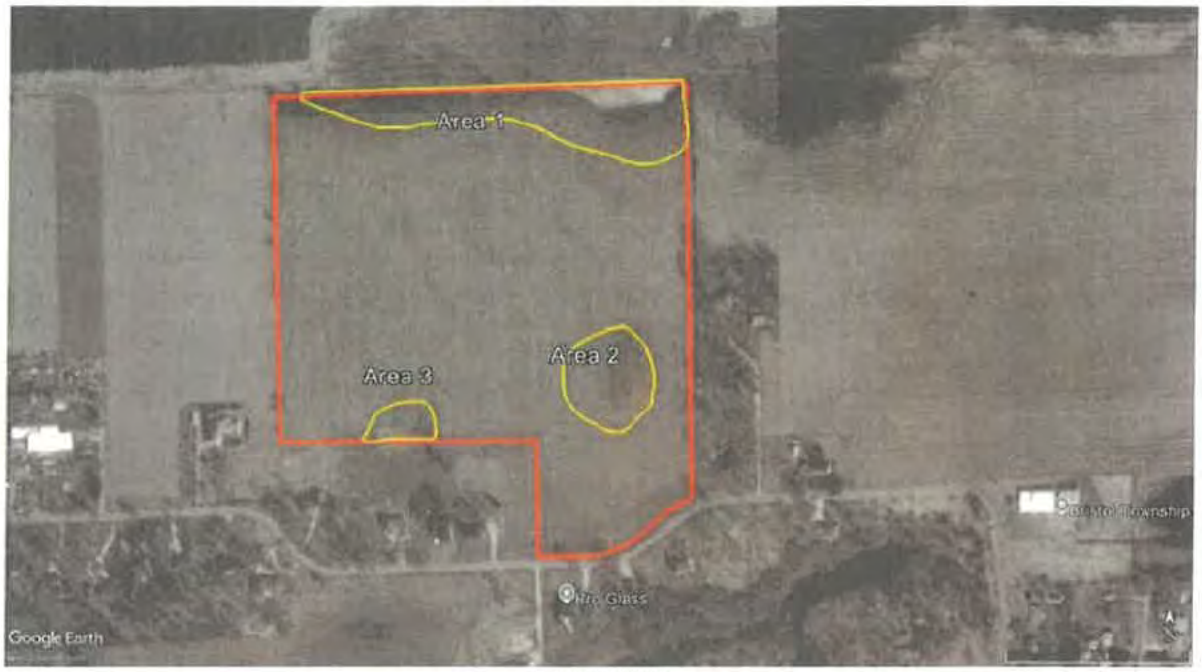
Hydric Soil List - All Components–IL093-Kendall County, Illinois					
Map symbol and map unit name	Component/Local Phase	Comp. pct.	Landform	Hydric status	Hydric criteria met (code)
791B: Rush silt loam, 2 to 4 percent slopes	Rush	90	Outwash plains,stream terraces	No	—
	Dunham	3	Outwash plains,stream terraces	Yes	2
	Drummer	3	Ground moraines,outwash plains	Yes	2

Data Source Information

Soil Survey Area: Kendall County, Illinois
Survey Area Data: Version 21, Aug 21, 2024

Appendix D:

Aerial Imagery Slides



March 1993

April 1998

February 2002

June 2002

April 2005

June 2005

June 2006

June 2007

April 2008

June 2009

September 2011

May 2013

September 2015

June 2016

April 2017

September 2017

March 2018

October 2019

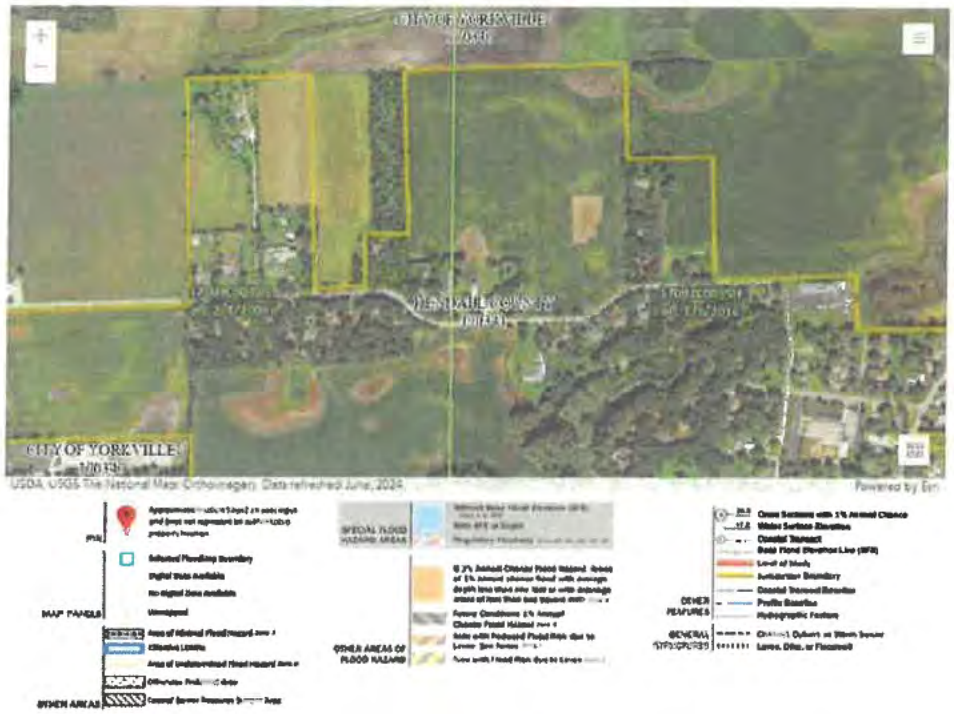
June 2023

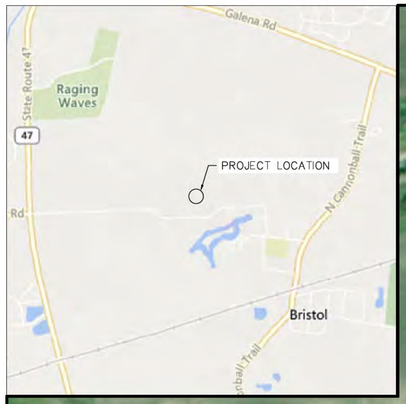
L.

Wetland Map

M.

Floodplain Map (None Found)





A1 ZONING

L1 WETLAND DELINEATION WITH 30' SETBACK TO MODS

ARRAY AREA PROTECTED WITHIN SECURITY FENCE ~3670' IN PERIMETER, WITH ~20.1 ACRES ENCLOSED WITHIN

PARCEL BOUNDARY

50' PROPERTY LINE SETBACK

34' PITCH

TEMPORARY LAYDOWN AREA: 30,000 SQ FT

SUSPECTED WETLAND WITH 30' SETBACK

DER LOCATED ~550' AWAY FROM OVERHEAD ELECTRIC SERVICE LINES; NO CLEARANCE CONCERNS

UG MV LINE

250' SETBACK FROM RESIDENCES, TYP.

TOTAL AREA OF IMPERVIOUS COMPONENTS (RACKING POSTS, FENCE POSTS, ACCESS ROAD, EQUIPMENT PAD): 28350 SQ FT / 0.65 ACRES

2.5 MVA SWGR-PV-A CONTAINING MV XFMR

250' SETBACK FROM RESIDENCES, TYP.

2.5 MVA SWGR-PV-B CONTAINING MV XFMR

150' PROPERTY LINE SETBACK NEAR HOUSES

INFILTRATION BASIN

ADDITIONAL INFILTRATION BASINS IF RECOMMENDED BY SWPPP

500' SETBACK FROM CORNEILS ROAD

2 NEW CUSTOMER POLES CONTAINING 24/7 ACCESSIBLE UTILITY AC DISCONNECT, AT LEAST 40' APART

N BRIDGE ST ~2490' AWAY

SINGLE ROW OF BLACK HILLS SPRUCE AND SINGLE ROW OF DOGWOOD TREES 16' O.C. SCREENING

3 NEW UTILITY POLES CONTAINING UTILITY BILLING METER AND UTILITY AERIAL DISCONNECT, AT LEAST 40' APART

WEST ST ~1210' AWAY

CORNEILS RD

PCC: 41.6915839389°, -88.4336833334°; INTERCONNECTING TO FEEDER F1845

EXISTING 3-PHASE UTILITY LINE

NEW 20' WIDE ACCESS ROAD ~1310' WITHIN 10' OF MV LINE (40' WIDE W 15' FILLET AT CURB)

N

50' 100' 200'

SCALE: 1" = 100'

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	4/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	ISA COSSIO	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7			
8			
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

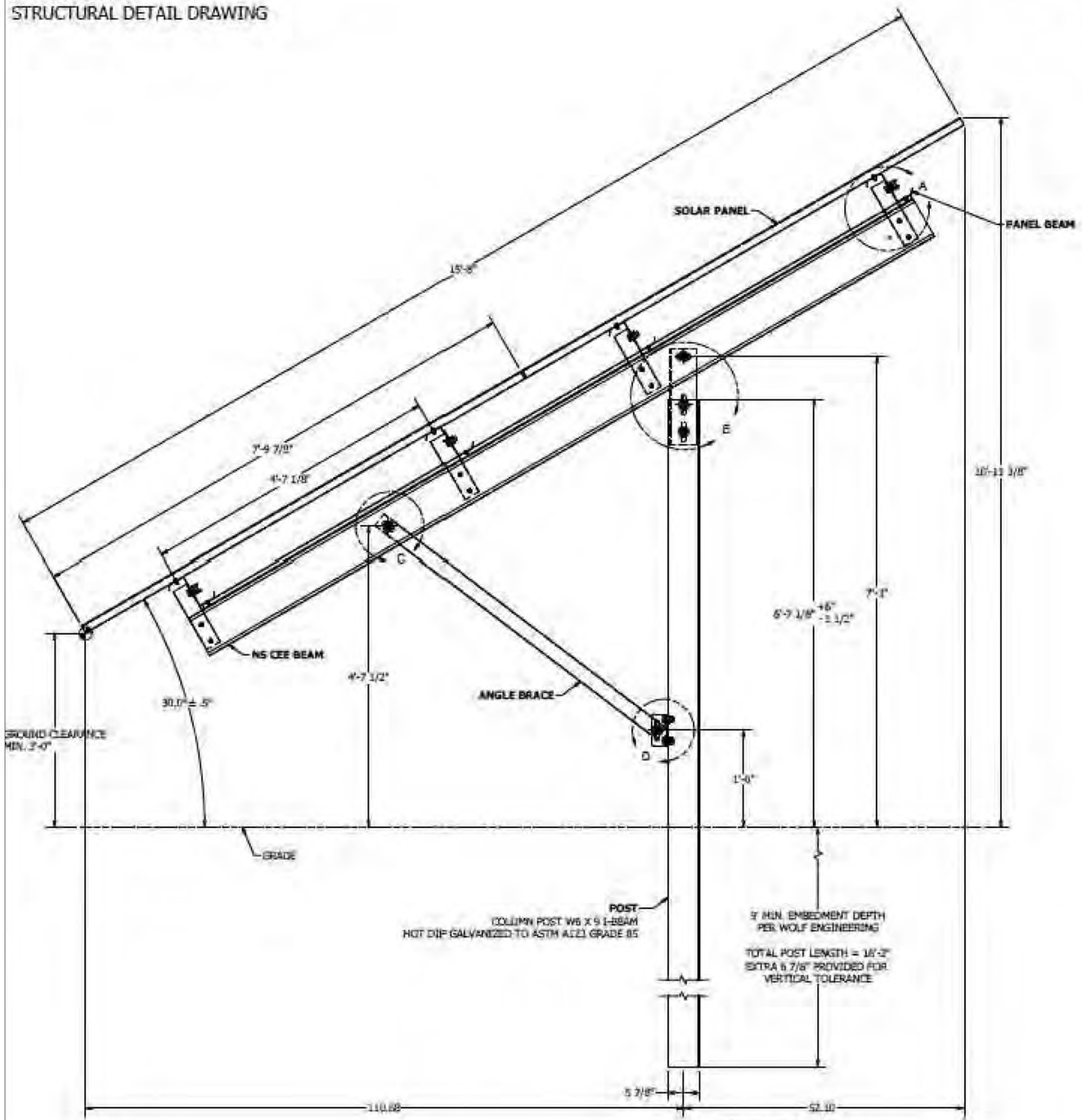
DRAWING TITLE:

SITE PLAN

SHEET: A001

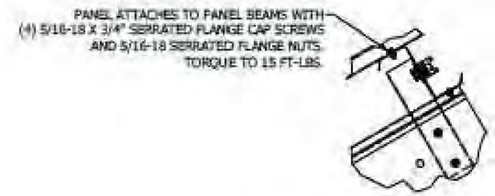
SHEET SIZE: 22"x34"

APPENDIX- A
STRUCTURAL DETAIL DRAWING

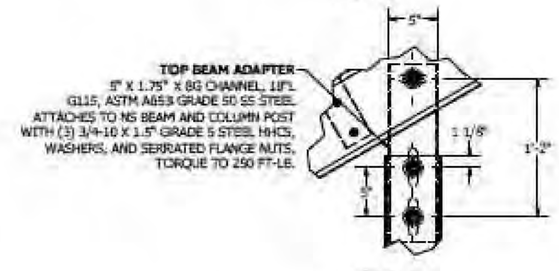


SIDE VIEW

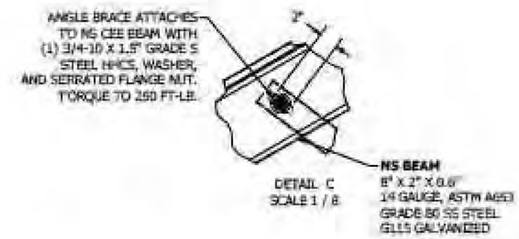
ALL PANEL MOUNTING HARDWARE CALLED OUT BELOW WILL BE PROVIDED BY DCE SOLAR. ANY CUSTOMIZED PANEL MOUNTING HARDWARE PROVIDED BY OTHERS MAY VOID DCE SOLAR'S UL2703 CERTIFICATION.



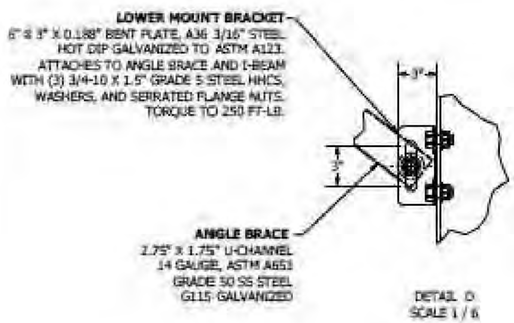
DETAIL A
SCALE 1 / 8



DETAIL B
SCALE 1 / 8



DETAIL C
SCALE 1 / 8



DETAIL D
SCALE 1 / 8

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED
TOLERANCES ARE AS FOLLOWS:
X = ± 0.05" (1.27mm)
XX = ± 0.010" (0.38mm)

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / KVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7			
8			
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

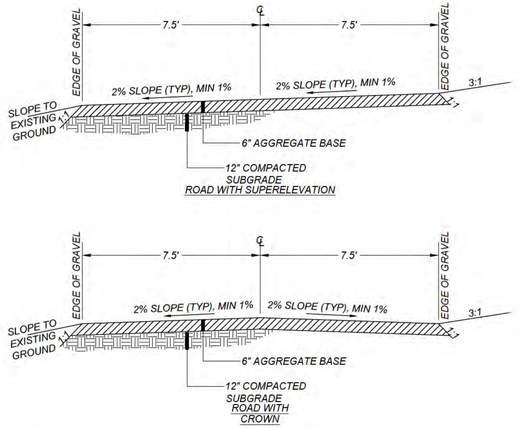
EPC OPERATOR:

COMED

DRAWING TITLE:

FT ELEVATION PROFILE

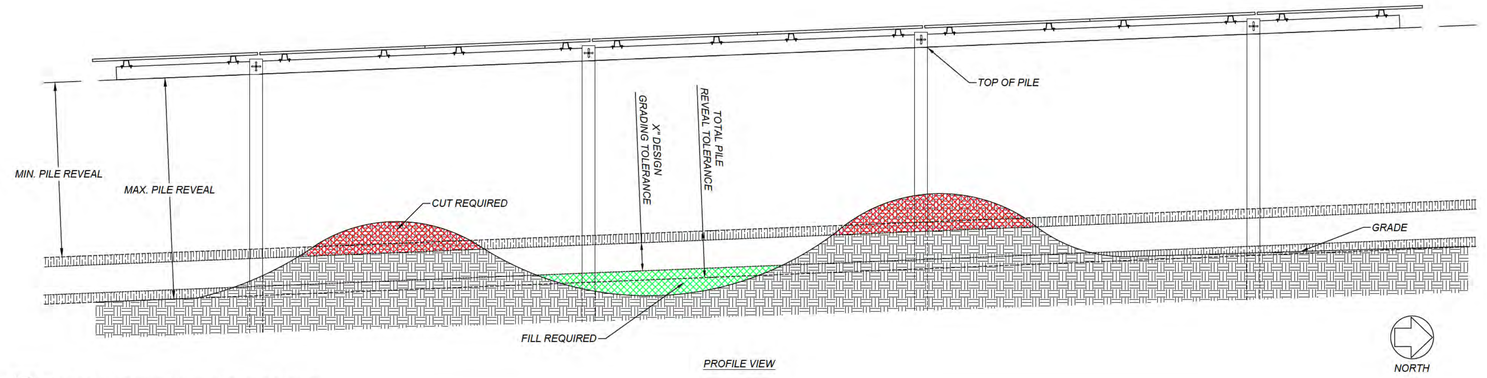
SHEET:	SHEET SIZE:
A002	22"x34"



NOTES:

1. 2% CROSS SLOPE IS TYPICAL, BUT CAN BE ADJUSTED DOWN TO MATCH EXISTING GROUND SLOPE IN ORDER TO PROMOTE CONTINUED SHEET DRAINAGE ACROSS ROAD. CROSS SLOPE SHALL NOT BE LESS THAN 1%.
2. ROAD GRADES ARE TYPICALLY INTENDED TO MATCH ADJACENT GRADE ALLOWING DRAINAGE TO SHEET ON AND OFF OF ROADS EVENLY. CARE SHOULD BE TAKEN TO FIELD ADJUST ROAD GRADES OR DITCH AND LOW WATER CROSSING LOCATIONS AS NECESSARY TO PREVENT RUNOFF FROM CONCENTRATING ALONG ROAD EDGES CAUSING EROSION.
3. NO GEOTECH REPORT HAS BEEN COMPLETED. ROAD SECTION DESIGN SHOWN IS PRELIMINARY AND MAY CHANGE PENDING THE FINAL GEOTECH REPORT. STRUCTURAL DESIGN OR ANALYSIS HAS NOT BEEN PERFORMED REGARDING ACCESS ROAD DETAILS.

1 TYPICAL SOLAR ACCESS ROAD
NOT TO SCALE



2 TRACKER X-SECTION & GRADING TOLERANCE EXHIBIT
NOT TO SCALE

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YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

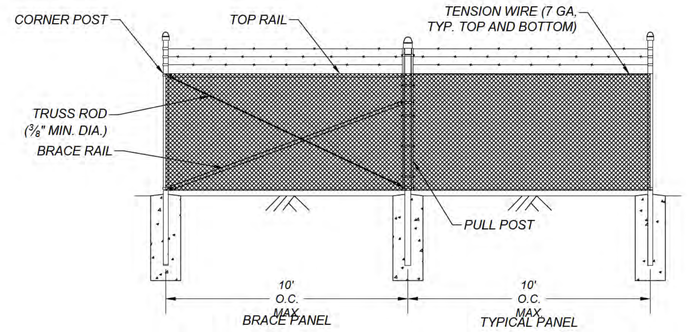
COMED

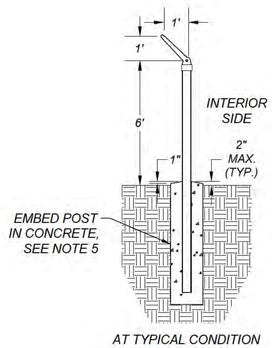
DRAWING TITLE:

PRELIM CIVIL DETAILS

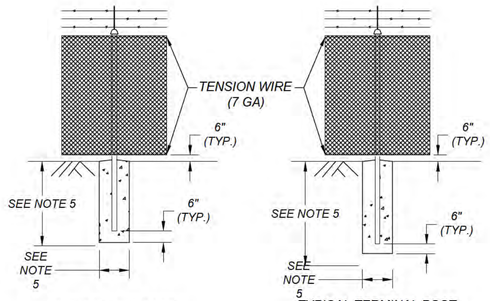
SHEET: A003

SHEET SIZE: 22"x34"





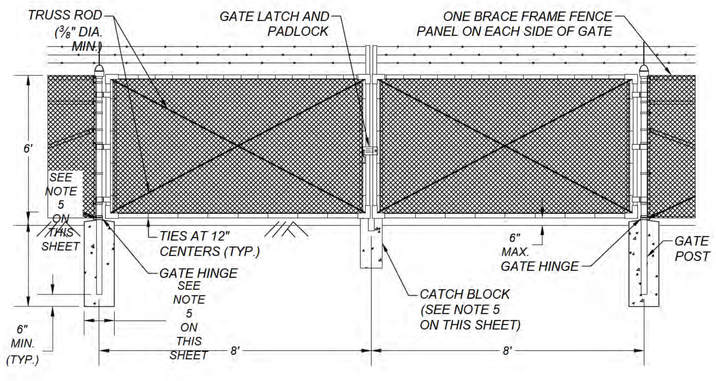
AT TYPICAL CONDITION



FENCE NOTES:

1. FENCE WIRE SHALL BE 6" ABOVE FINISHED GRADE TO PROVIDE PASS TO WILDLIFE.
2. FENCE WIRE - 9 GAUGE, 2" MESH; GALVANIZED ASTM A392, CLASS 1; TWISTED SELVAGE ON BOTTOM, KNUCKLED SELVAGE ON TOP.
3. ALL RAIL, WIRE AND GATES SHALL BE GALVANIZED.
4. BARBED WIRE TOPPING SHALL CONSIST OF THREE STRANDS OF 12.5 MINIMUM GAUGE WIRE HAVING 4-POINT BARBS OF 14 GAUGE WIRE AT 5 INCHES MAXIMUM SPACING IN COMPLIANCE WITH ASTM A121. BARBED WIRE SHALL BE INSTALLED WITH 45-DEGREE EXTENSION ARMS FACING OUTWARD, AWAY FROM THE SECURED AREA.
5. DETAILS AND DIMENSIONS ARE PRELIMINARY. POST SIZING, FOUNDATIONS, EMBEDMENT DEPTHS/FREQUENCY, AND MATERIALS ARE ALL TO BE CONFIRMED DURING FINAL DESIGN.

1 CHAIN LINK SECURITY FENCE WITH BARBED WIRE AND POSTS
NOT TO SCALE



2 20 FOOT SWINGING ACCESS GATE
NOT TO SCALE

ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

LICENSED PROFESSIONAL ENGINEER — PRADIP KUMAR [redacted] — OF ILLINOIS

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	4/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	ISA COSSIO	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7			
8			
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

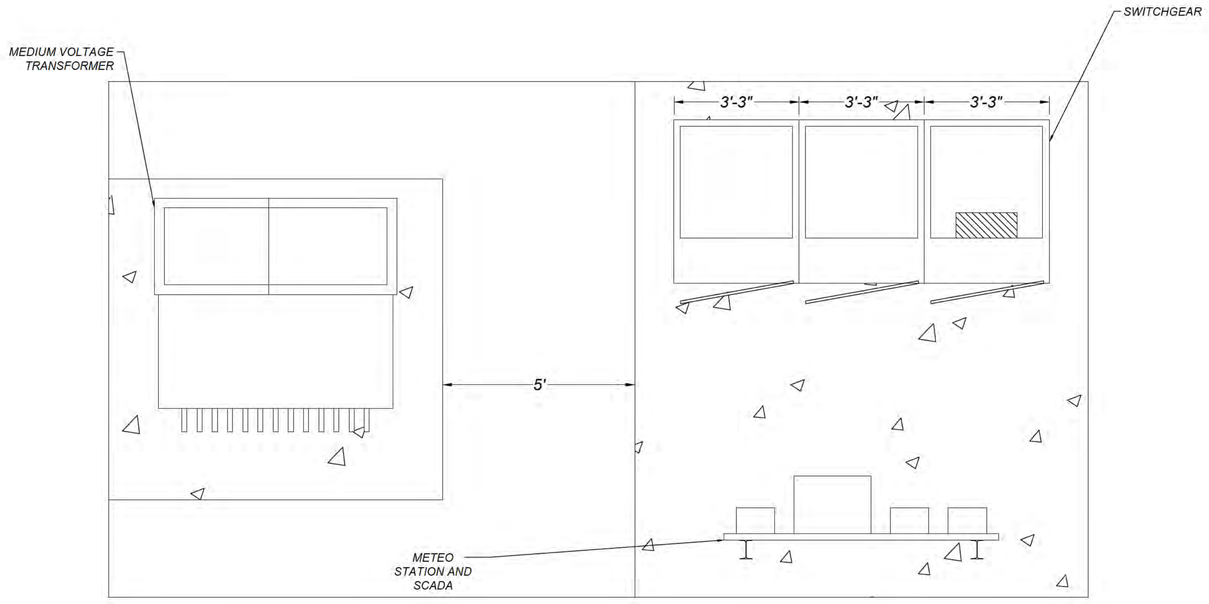
COMED

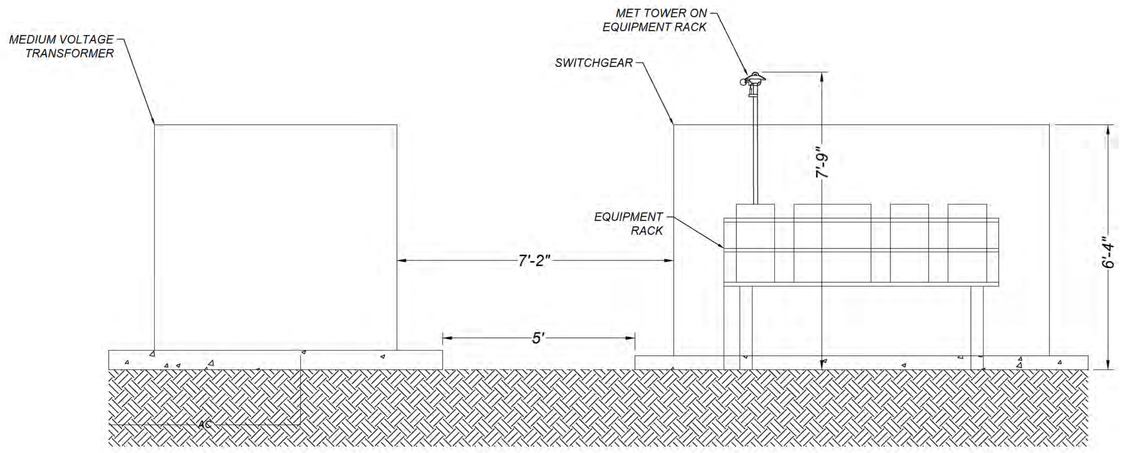
DRAWING TITLE:

FENCE DETAIL

SHEET: A004

SHEET SIZE: 22"x34"





ENTERPRISE ENERGY

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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[redacted]
OF ILLINOIS

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PROJECT NAME:

ZEPELAK CSG
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LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

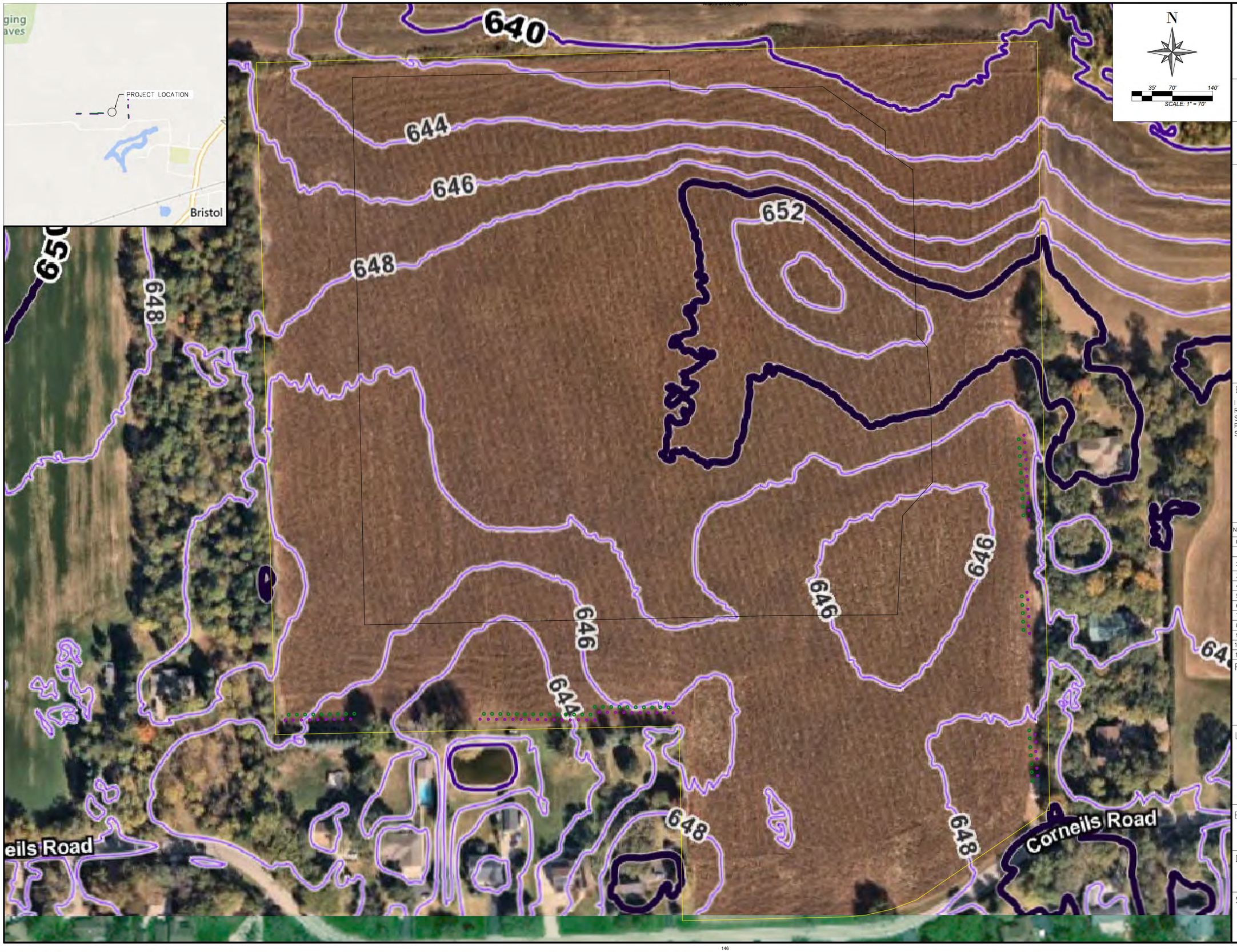
EPC OPERATOR:

COMED

DRAWING TITLE:

EQUIPMENT PAD DETAIL

SHEET:	SHEET SIZE:
A005	22"x34"



N

35' 70' 140'

SCALE: 1" = 70'

ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
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AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

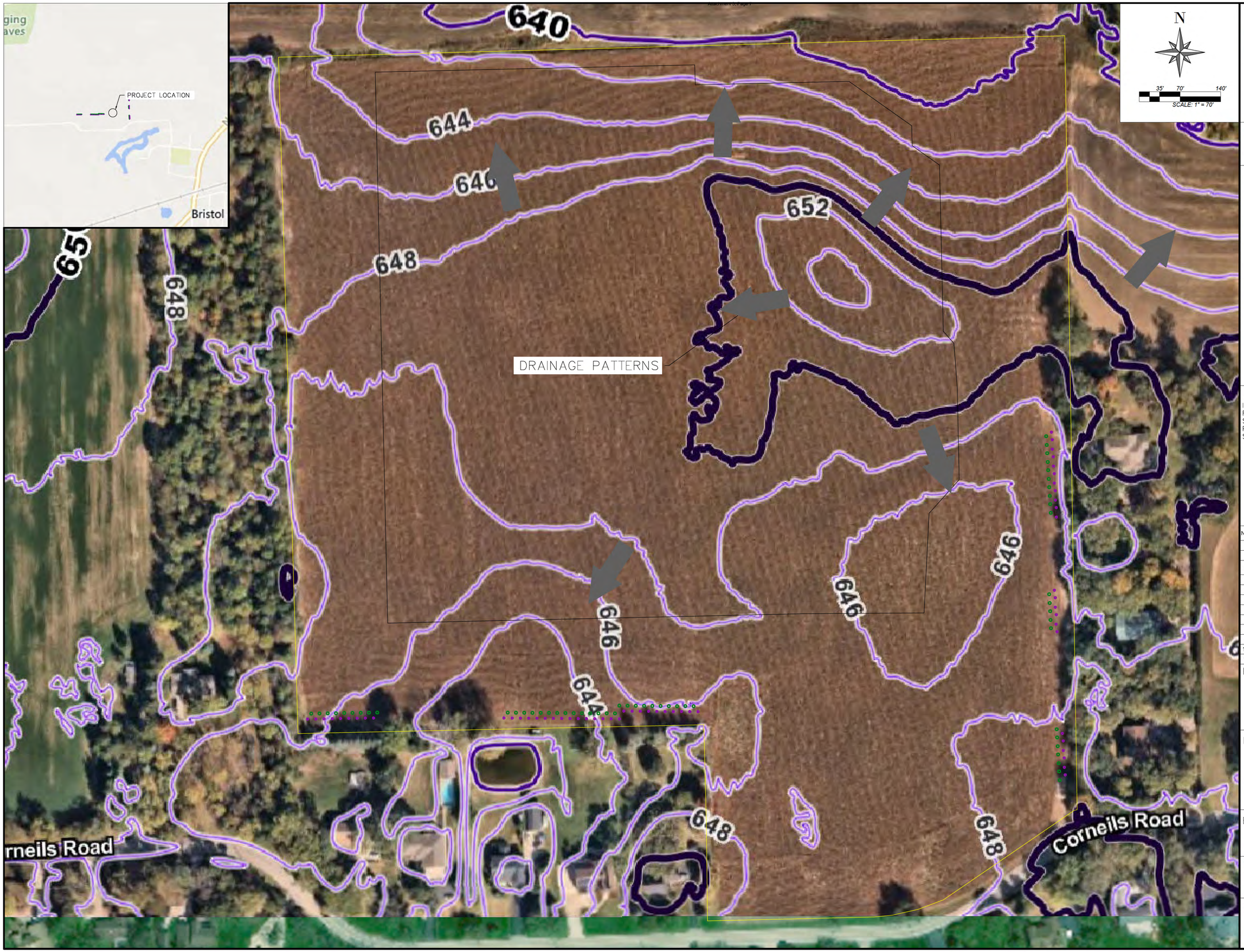
EPC OPERATOR:

COMED

DRAWING TITLE:

TOPO CONTOURS 2' INTERVALS

SHEET:	SHEET SIZE:
A006	22"x34"



N

35' 70' 140'

SCALE: 1" = 70'

ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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[redacted]
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PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

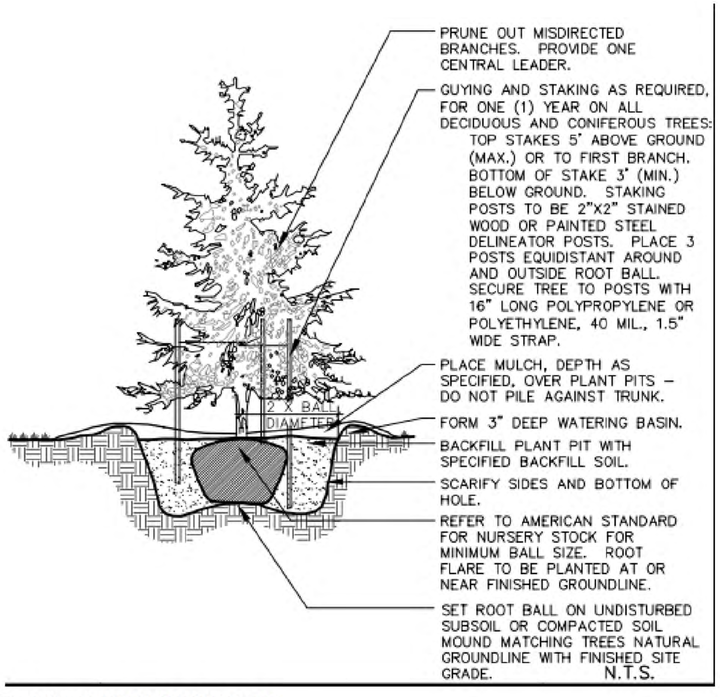
DRAWING TITLE:

TOPO AND DRAINAGE PATTERNS

SHEET:	SHEET SIZE:
A007	22"x34"

1 BLACK HILLS SPRUCE SCREENING

Scale: N.T.S.



3 EVERGREEN PLANTING DETAIL

Scale: N.T.S.

PLANTING SCHEDULE

TYPE : BLACK HILLS SPRUCE

HEIGHT : 6' MIN WITHIN 3 YEARS OF PLANTING

NUMBER OF ROWS: 1

SPACING: 12' O.C.

TYPE : BUTTONBUSH SHRUB

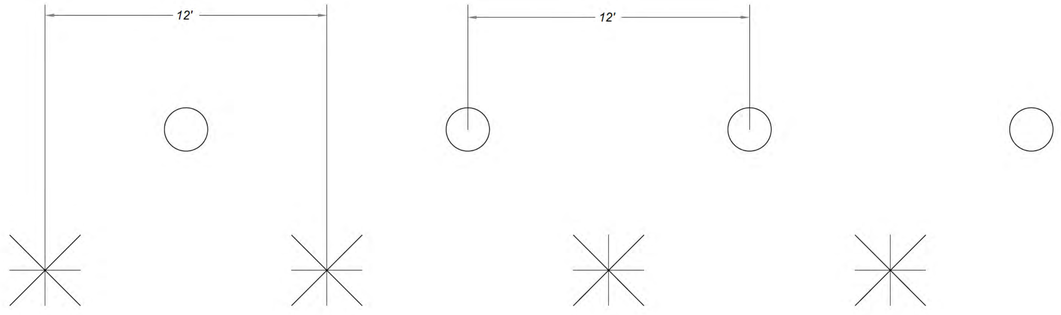
HEIGHT : 4' MIN WITHIN 3 YEARS OF PLANTING

NUMBER OF ROWS: 1

SPACING: 12' O.C.

2 BUTTONBUSH SHRUB SCREENING

Scale: N.T.S.



4 PLAN VIEW

Scale: N.T.S.

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[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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LICENSED PROFESSIONAL ENGINEER PRADIP KUMAR [redacted] OF ILLINOIS

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PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

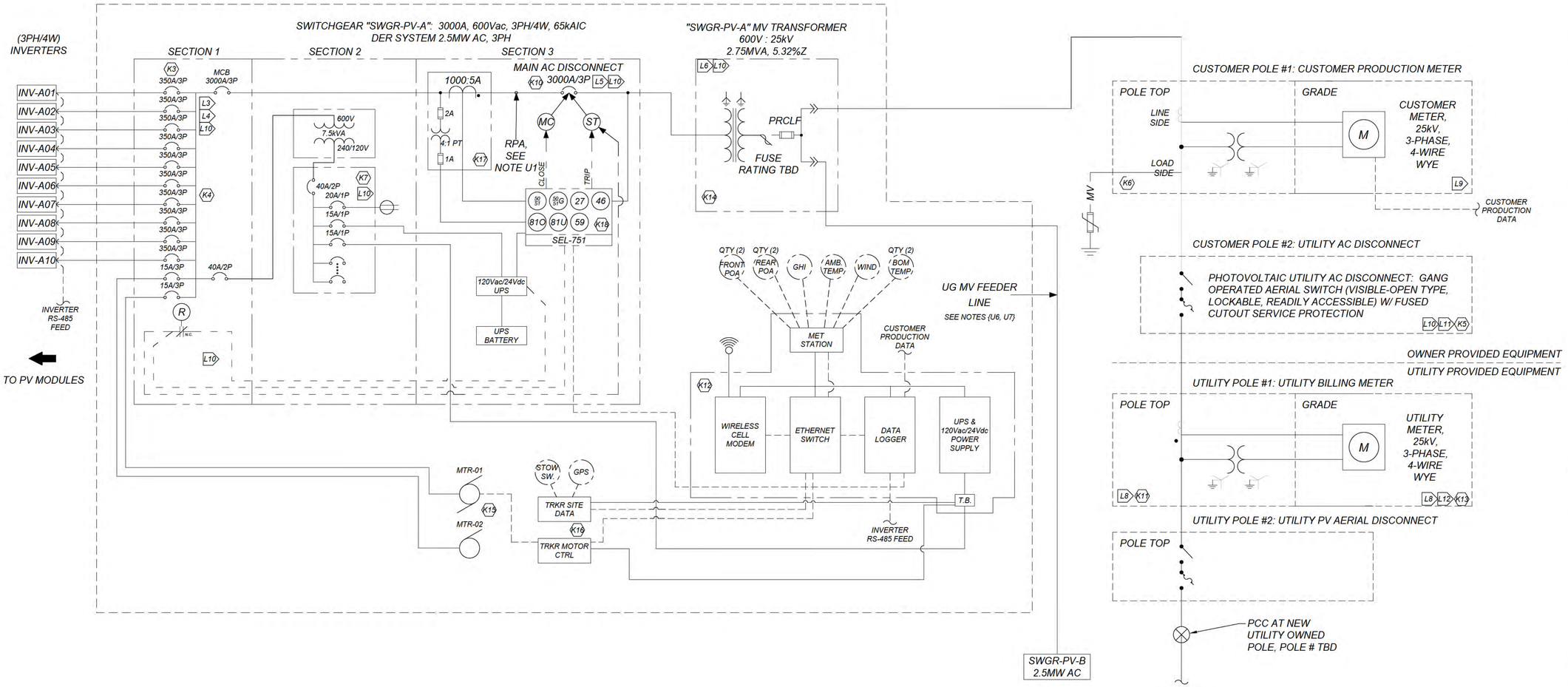
COMED

DRAWING TITLE:

TREE PLAN

SHEET: A008

SHEET SIZE: 22"x34"



KEYNOTES

(K1) PHOTOVOLTAIC MODULE DC ARRAY. MODULE MAKE/MODEL, WATTAGE, STRING LENGTH & ELECTRICAL SPECIFICATIONS AS SHOWN IN TABLES ON THIS SHEET. MODULES ARE UL1703 LISTED WITH PRE-INSTALLED QUICK CONNECTS ON MODULE LEADS. DO NOT ALTER THE QUICK CONNECTS AS THIS COULD VOID WARRANTY. STRING HOMERUN CONDUCTOR CONNECTORS SHALL MATCH FACTORY-INSTALLED MODULE LEAD CONNECTORS.

(K2) PHOTOVOLTAIC INVERTER. INVERTER MAKE/MODEL, WATTAGE, VOLTAGE & ELECTRICAL SPECIFICATIONS AS SHOWN IN TABLES ON THIS SHEET. INVERTER IS UL1741-SA AND UL1741-SB LISTED AND IEEE1547 COMPLIANT WITH INTEGRAL ANTI-ISLANDING PROTECTION, DC GROUND FAULT PROTECTION, AND DC & AC LOAD BREAK DISCONNECTS. ONLY POSITIVE DC INPUTS SHOWN FOR CLARITY. INVERTERS DO NOT REQUIRE AN OUTPUT NEUTRAL WIRE FOR NORMAL OPERATION PER INSTALLATION MANUAL. INVERTERS ARE LISTED TO UL1699B FOR AFCI PROTECTION.

(K3) INVERTER OUTPUT BREAKER, TYP. BREAKERS SIZED PER INVERTER MANUFACTURER REQUIREMENTS.

(K4) SWITCHGEAR AC INVERTER INPUT & 600Vac AUXILIARY LOAD SECTION. BREAKER SIZE & QUANTITIES AS SHOWN.

(K5) VISIBLE-OPEN TYPE, LOCKABLE, AND 24/7 READILY ACCESSIBLE GANG OPERATED AERIAL SWITCH LISTED/RATED TO MEET UTILITY AND NEC STANDARDS

(K6) METER CT SHALL HAVE PROVISIONS FOR WINDOW-TYPE CT'S AS WELL AS PROVISIONS FOR METER VOLTAGE REFERENCES. CT'S SHALL BE METER GRADE AND 0.3% ACCURACY OR BETTER.

(K7) 40A 240/120VAC AUXILIARY PANEL "AUX-01". FED BY SECONDARY OF 7.5kVA AUXILIARY TRANSFORMER WITH SECONDARY PROTECTIVE BREAKER AS SHOWN. AUXILIARY PANEL SHALL HAVE BREAKERS OF SIZE/QUANTITY SHOWN.

(K8) UNUSED

(K9) UNUSED

(K10) MAIN AC DISCONNECT BREAKER, SIZED AS SHOWN WITH LI TRIP ADJUSTABILITY. BREAKER SHALL BE FITTED WITH A SHUNT TRIP UNIT WHICH OPERATES UNDER APPLICATION OF 120VAC CONTROL VOLTAGE. BREAKER SHALL ALSO BE FITTED WITH A MOTORIZED CLOSING DEVICE FOR REMOTE CLOSING OF BREAKER.

(K11) UTILITY MAIN BILLING METER CT, MEDIUM VOLTAGE, 3PH/4W.

(K12) CUSTOMER DATA ACQUISITION SYSTEM (DAS) ENCLOSURE. DAS ENCLOSURE TO HOUSE CUSTOMER METER, POWER SUPPLY & UPS, DATA LOGGER AND CELL MODEM AT A MINIMUM. DAS ENCLOSURE SHALL BE CONNECTED TO THE MET STATION ENCLOSURE, WHICH IN TURN RECEIVES SIGNALS FROM THE SENSORS AS SHOWN. SPECIFIC COMPONENTS AND CONFIGURATION PENDING DAS VENDOR FINAL DESIGN, AND SHOWN HERE FOR INFORMATIONAL PURPOSES ONLY. DAS AND MET STATION WILL ONLY BE ON SWGR-PV-A.

(K13) UTILITY MEDIUM VOLTAGE 3PH/4W MAIN BILLING METER ENCLOSURE AND METER MOUNTED ON UTILITY-OWNED POLE. METER SHALL BE LOCATED APPROX. 40FT AWAY FROM MAIN PV AC DISCONNECT. REFERENCE UTILITY NOTES U2, U3, AND U6 FOR DETAILS AND REQUIREMENTS FOR UTILITY MAIN BILLING METERING. A LABEL SHALL BE APPLIED SHOWING LOCATION OF METER. ANOTHER LABEL SHALL BE APPLIED SHOWING LOCATION OF UTILITY AC DISCONNECT.

(K14) CUSTOMER-SUPPLIED INTERCONNECTION TRANSFORMER, SIZED AND WITH MAJOR SPECIFICATIONS AS SHOWN, OR EQUIVALENT.

(K15) 600V/3PH TRACKER MOTORS. POWER MOTORS FROM THREE-PHASE BREAKERS IN SECTION 1 OF SWGR-PV. COMM. CABLE (SUPPLIED BY TRACKER MANUFACTURER) CONNECTED FROM MOTORS TO TRACKER MOTOR CONTROLLER ENCLOSURE.

(K16) TRACKER SITE DATA ENCLOSURE AND TRACKER MOTOR CONTROLLER, SUPPLIED BY TRACKER MANUFACTURER. GPS AND STOW SWITCH, INCLUDING SENSOR LEADS INCLUDED AND SUPPLIED BY MANUFACTURER. POWER UNITS FROM 120V MINI POWER CENTER AS SHOWN.

(K17) RELAYING CT'S FOR SEL-751. RATIO AS SHOWN, RATED FOR RELAYING USE AND WITH A MIN. THERMAL RATING OF 2.0.

(K18) MULTI-FUNCTION RELAY, SEL-751. CURRENT INPUTS FROM CT'S AS SHOWN - (3) FROM PHASE BUSSING ON SWITCHGEAR. POWER RELAY WITH 120Vac/24Vdc UPS AS SHOWN. RELAY SHALL SERVE AS GROUND FAULT PROTECTION DEVICE FOR SYSTEM.

LEGEND

L# LABEL IDENTIFIER

KEYNOTE IDENTIFIER

UTILITY NOTES

U1. REFERENCE POINT OF APPLICABILITY (RPA). THIS IS THE LOCATION AT WHICH ANTI-ISLANDING AND SINGLE PHASE TESTING WILL OCCUR IN ACCORDANCE WITH IEEE STANDARDS 1547 AND 1547.1.

U2. THE METER SOCKET FOR THE MAIN BILLING METER SHALL BE MARKED WITH A STAMPED BRASS, ALUMINUM OR STAINLESS STEEL TAG INDICATING THE ADDRESS.

U3. PV SYSTEM WARNING LABELS, PLACARDS AND BRASS TAGS SHALL MEET UTILITY REQUIREMENTS AS SPECIFIED. UTILITY METER DEPARTMENT TO REVIEW AND APPROVE METER LOCATIONS. PLACARDS SHALL CLEARLY STATE LOCATION OF NEW MAIN BILLING METER.

U4. PV SYSTEM LABELS SHALL MEET NEC 2020 REQUIREMENTS AS SPECIFIED IN ARTICLE 690 (AND ELSEWHERE AS REQUIRED). ALL EQUIPMENT, CONDUCTORS, AND PROTECTIVE DEVICES HAVE BEEN DESIGNED TO MEET NEC 2020 CODE, SPECIFICALLY SECTIONS 690, 705, 310, 240, 250 AND OTHERS AS APPLICABLE.

U5. INVERTER DC GROUNDING CONFIGURATION IS A FUNCTIONALLY GROUNDED SYSTEM PER NEC 690.2 & 690.41(A). ONLY POSITIVE CONDUCTORS SHALL BE FUSED AT THE COMBINER INPUTS. POSITIVE CONDUCTOR INSULATION SHALL BE RED, NEGATIVE CONDUCTOR INSULATION SHALL BE BLACK - WHITE CONDUCTOR INSULATION SHALL NOT BE USED.

U6. IF APPLICABLE, INSTALLER WILL ENSURE EACH CO-LOCATED PROJECT SHALL HAVE EACH EQUIPMENT DEMARCATED WITH UNIQUE IDENTIFIER ON ALL CONSTRUCTION DRAWINGS AND DRAWINGS OF RECORD, AND LIKEWISE SHALL BE LABELED AS SUCH IN THE FIELD.

U7. IF APPLICABLE, CO-LOCATED UTILITY TRANSFORMERS MAY BE FED BY MEDIUM VOLTAGE UNDERGROUND LINES DAISY CHAINED FROM ONE DUAL-INPUT TRANSFORMER TO ANOTHER

ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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LICENSED PROFESSIONAL ENGINEER
PRADIP KUMAR GUPTA
[redacted]
OF ILLINOIS

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USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

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YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

SINGLE LINE DIAGRAM

SHEET: E001

SHEET SIZE: 22"x34"

Q.PEAK DUO XL-G11S SERIES

590 - 605 Wp | 156 Cells
21.7 % Maximum Module Efficiency

MODEL Q.PEAK DUO XL-G11S.3/BFG

Bifacial energy yield gain of up to 21%
Bifacial Q.ANTUM solar cells make efficient use of light shining on the module rear side for radically improved LCOE.

Low electricity generation costs
Q.ANTUM DUO technology with optimized module layout to boost module power and improve LCOE.

A reliable investment
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[1].

Enduring high performance
Long-term yield security with Anti LID and Anti PID Technology[2], Hot-Spot Protect.

Frame for versatile mounting options
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (3750 Pa)[3].

Innovative all-weather technology
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

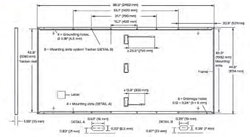
[1] See data sheet on rear for further information.
[2] APT test conditions according to IEC/TS 62804-1:2015, method B (-1500 V, 168 h)
Including post treatment according to IEC 61215-1-1 Ed. 2.0 [CD].
[3] See Installation Manual for instructions.

The ideal solution for:
Ground-mounted solar power plants

Q.PEAK DUO XL-G11S SERIES

Mechanical Specification

Format	96.9 in × 44.6 in × 1.38 in (including frame) (2462 mm × 1134 mm × 35 mm)
Weight	75.9 lbs (34.9 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminium
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction box	2.09-3.98 × 1.26-2.36 × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), Protection class IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥ 29.5 in (750 mm), (-) ≥ 13.8 in (350 mm)
Connector	Stäubli MC4; Stäubli MC4-Evo2; - IP68



Electrical Characteristics

POWER CLASS			590		595		600		605	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] (POWER TOLERANCE +5 W / -0 W)				BSTC*		BSTC*		BSTC*		BSTC*
Minimum	Power at MPP[3]	P_{MPP} [W]	590	645.4	595	650.8	600	656.3	605	661.8
	Short Circuit Current[4]	I_{SC} [A]	13.74	15.04	13.77	15.07	13.80	15.10	13.82	15.13
	Open Circuit Voltage[4]	V_{OC} [V]	53.60	53.79	53.63	53.82	53.66	53.85	53.68	53.87
	Current at MPP	I_{MPP} [A]	13.12	14.36	13.17	14.41	13.22	14.46	13.27	14.52
	Voltage at MPP	V_{MPP} [V]	44.96	44.95	45.18	45.17	45.39	45.38	45.60	45.59
	Efficiency[4]	η [%]	≥ 21.1		≥ 21.3		≥ 21.5		≥ 21.7	

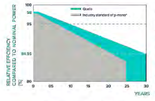
Bifaciality of P_{MPP} and I_{SC}: 70 % ±5 % • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

[1] Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]						
Minimum	Power at MPP	P_{MPP} [W]	444.2	448.0	451.8	455.5
	Short Circuit Current	I_{SC} [A]	11.07	11.09	11.11	11.13
	Open Circuit Voltage	V_{OC} [V]	50.69	50.72	50.75	50.77
	Current at MPP	I_{MPP} [A]	10.34	10.38	10.42	10.47
	Voltage at MPP	V_{MPP} [V]	42.97	43.15	43.34	43.52

[2] Measurement tolerances P_{MPP} ±3 %; I_{SC}; V_{OC} ±5 % at STC: 1000 W/m², 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • [3] 800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

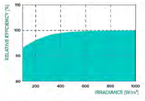


At least 98 % of nominal power during first year. Thereafter max. 0.45 % degradation per year. At least 93.95 % of nominal power up to 10 years. At least 84.95 % of nominal power up to 30 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	-0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	-0.34	Nominal Module Operating Temperature	NMOT	[°F]	108 ± 5.4 (42 ± 3 °C)

Properties for System Design

Maximum System Voltage	V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating		[A DC]	30	Fire Rating based on ANSI / UL 61730	TYPE 29*
Max. Push Load[5], Test/Design		[lbs/ft²]	113 (5400 Pa) / 75 (3600 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Pull Load[5], Test/Design		[lbs/ft²]	78 (3750 Pa) / 52 (2500 Pa)		

[5] See Installation Manual for instructions

* New Type is similar to Type 3 but with metallic frame

Qualifications and Certificates

UL 61730-1 & UL 61730-2, CE-compliant, IEC 61215:2016, IEC 61730:2016, U.S. Patent No. 9,893,215 (solar cells)

* Contact your Qcells Sales Representative for details regarding the module's eligibility to be Buy American Act (BAA) compliant.

Specifications subject to technical changes © Qcells Q-PEAK_DUO_XL-G11S.3_BFG_590-605_2024-10_Rev04_EN

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL hqc-inquiry@qcells.com | WEB www.qcells.com

qcells

SOLECTRIA® XGI 1500-250 SERIES

PREMIUM 3-PHASE TRANSFORMERLESS UTILITY-SCALE INVERTERS

FEATURES

- NEW and MORE POWERFUL!
  - XGI 1500-250/250-600
  - XGI 1500-225-600 (Selectable: 225kW/225kVA or 225kW/250kVA)
  - XGI 1500-200/200-480
  - XGI 1500-175-480 (Selectable: 175kW/175kVA or 175kW/200kVA)
- Industry-leading maximum DC/AC Ratio of 2.0
- Accepts two input PV Output Circuits, with no overcurrent protection required
- Made in the USA with global components
- Buy American Act (BAA) compliant
- 99.0% peak efficiency
- Flexible solution for distributed and centralized system architecture
- Advanced grid-support functionality Rule 21/UL1741SB
- Robust, dependable and built to last
- Lowest O&M and installation costs
- Access all inverters on site via WiFi from one location
- Remote diagnostics and firmware upgrades
- SunSpec Modbus Certified
- Tested compatible with the TESLA PowerPack Microgrid System

OPTIONS

- PV Source Circuit Combiners
- Web-based monitoring
- Extended warranty

MADE IN THE USA

Yaskawa Solectria Solar is pleased to introduce its most powerful XGI 1500 inverters, with the XGI 1500-250 models at 600 Vac, and the XGI 1500-200 models for 480 Vac service.

The XGI 1500-250 and XGI 1500-200 feature SiC technology, high power and high efficiency that places them at the top end of the utility-scale string inverters in the market.

Yaskawa Solectria Solar designs all XGI 1500 utility-scale string inverters for high reliability and builds them with the highest quality components -- selected, tested and proven to last beyond their warranty. The XGI 1500 inverters provide advanced grid-support functionality and meet the latest IEEE 1547 and UL 1741 standards for safety.

The XGI 1500 inverters provide ideal solutions for ground-mounted utility-scale PV systems, with models available for service connections at 600 Vac and 480 Vac. Designed and engineered in Lawrence, MA, the SOLECTRIA XGI inverters are assembled and tested at Yaskawa America's facilities in Buffalo Grove, IL. The XGI 1500 inverters are Made in the USA with global components, and are compliant with the Buy American Act.

YASKAWA SOLECTRIA SOLAR

Yaskawa Solectria Solar 1-978-683-9700 | Email: sales@solectria.com | solectria.com
Document No. FLXGI1500-04 | 10/04/2023 | © 2021 Yaskawa America, Inc.

SOLECTRIA® XGI 1500-250 SERIES TECHNICAL DATA

SPECIFICATIONS

PRODUCT SPECIFICATION		XGI 1500 INVERTER MODEL			
		XGI 1500 250/250-600	XGI 1500 225-600	XGI 1500 200/200-480	XGI 1500 175-480
DC Input	Absolute Maximum Input Voltage	1500 VDC			
	Maximum Power Voltage Range (MPPT)	860-1250 VDC		750-1250 VDC	
	Operating Voltage Range (MPPT)	860-1450 VDC		750-1450 VDC	
	Number of MPP Trackers	1 MPPT			
	Maximum Operating Input Current	296.7 A	267 A	237.3 A	207.6 A
	Maximum Operating PV Power	255 kW	230 kW	204 kW	179 kW
	Maximum DC/AC Ratio I Max Rated PV Power	2.0 I 500 kW	2.22 I 500 kW	2.5 I 500 kW	2.86 I 500 kW
	Max Rated PV Short-Circuit Current (Isc x 1.25)	800 A			
AC Output	Nominal Output Voltage	600 VAC, 3-Phase		480 VAC, 3-Phase	
	AC Voltage Range	-12% to +10%			
	Continuous Real Output Power	250 kW	225 kW	200 kW	175 kW
	Continuous Apparent Output Power (kVA)	250	250 225	200	200 175
	Maximum Output Current (A_{max})	240.6	XGI 1500-225/225: 216.5 225/250: 240.6	240.6	XGI 1500-175/175: 210.5 175/200: 240.6
	Fault Current Contribution (1 cycle RMS)	390 A	390 A 351 A	312 A	312 A 273 A
	Conductor Compatibility	600 kcmil max, Cu or Alum, 1 or 2 conductors with lugs			
	Nominal Output Frequency	60 Hz			
	Power Factor (Unity default)	+/- 0.80 Adjustable			
	Total Harmonic Distortion (THD) @ Rated Load	< 5%			
	Grid Connection Type	3-Ph + N/GND			
Efficiency	Peak Efficiency	99.0%			
	CEC Average Efficiency	98.5%			
	Tare Loss	<1 W			
Temperature	Ambient Temperature Range	-40°F to 140°F (-40°C to 60°C)			
	De-Rating Temperature	113°F (45°C)	127°F (53°C)	113°F (45°C)	131°F (55°C)
	Storage Temperature Range	-40°F to 167°F (-40°C to 75°C)			
	Relative Humidity (non-condensing)	0 - 95%			
	Operating Altitude	9,840 ft (3 km)			
Communications	Advanced Graphical User Interface	WiFi			
	Communication Interface	Ethernet			
	Third-Party Monitoring Protocol	SunSpec Modbus TCP/IP			
	Web-Based Monitoring	Optional			
	Firmware Updates	Remote and Local			
Testing & Certifications	Safety Listings & Certifications	UL 1741, IEEE 1547, UL 1998, UL 1699b Photovoltaic Arc-Fault Circuit Protection Certified			
	Advanced Grid Support Functionality	Rule 21, UL 1741SB			
	Testing Agency	ETL			
	FCC Compliance	FCC Part 15 (Subpart B, Class A)			
Warranty	Standard and Options	5 Years Standard, Option for 10 Years			
Enclosure	Acoustic Noise Rating	73 dBA @ 1 m ; 67dBA @ 3 m			
	DC Disconnect	Integrated 2-Pole 400 A DC Disconnect			
	Mounting Angle	Vertical only			
	Dimensions	Height: 29.5 in. (750 mm) I Width: 44.3 in. (1125 mm) I Depth: 15.4 in. (390 mm)			
	Weight	290 lbs (131.5 kg)			
	Enclosure Rating and Finish	NEMA 4X, IEC IP66, Type 3R, Polyester Powder-Coated Aluminum			

ETL LISTED

IT'S PERSONAL

YASKAWA SOLECTRIA SOLAR

Yaskawa Solectria Solar 1-978-683-9700 | Email: sales@solectria.com | solectria.com
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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

LICENSED PROFESSIONAL ENGINEER
PRADIP KUMAR GUPTA
[redacted]
OF ILLINOIS

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	4/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	ISA COSSIO	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7			
8			
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

DATASHEETS

SHEET: E003

SHEET SIZE: 22"x34"

Certificate

TÜVRheinland

Certificate no. US 72226018 01

License Holder:
Solectria Renewables LLC
360 Merrimack Street, Bldg. 9, 2nd
Lawrence MA 01843
USA

Manufacturing Plant:
Yaskawa America Inc
1067 Johnson Drive
Buffalo Grove IL 60089
USA

Test report no.: USA-LH US22OTAY 001
Tested to: UL 1741:2010 R2.18

Client Reference: Thomas Shanahan

Certified Product: Grid Support Utility Interactive Inverter

License Fee - Units

Model Designation:
1) XGI 1500-125/125-UL; 2) XGI 1500-125/150-UL;
3) XGI 1500-150/166-UL; 4) XGI 1500-166/166-UL;
5) XGI 1500-125/125-3S; 6) XGI 1500-166/166-3S;
7) XGI 1500-125/125-UL-A; 8) XGI 1500-125/150-UL-A;
9) XGI 1500-150/166-UL-A; 10) XGI 1500-166/166-UL-A;
11) XGI 1500 250/250-600; 12) XGI 1500 225-600;
13) XGI 1500 200/200-480; 14) XGI 1500 175-480

Rated Voltage: DC 1500V max.
Operating Voltage Range: 1) -12) DC 860-1450V;
13)-14) DC 750-1450V contd.

Appendix: 1, 1-40

Licensed Test mark:

TÜVRheinland US

Date of Issue (day/mo/yr)
10/06/2022

TUV Rheinland of North America, Inc., 295 Foster Street, Suite 100, Littleton, MA 01460, Tel +1 (978) 266 9500, Fax +1 (978) 266-9992

Certificate

TÜVRheinland

Certificate no. US 72226018 04

License Holder:
Solectria Renewables LLC
360 Merrimack Street, Bldg. 9, 2nd
Lawrence MA 01843
USA

Manufacturing Plant:
Yaskawa America Inc
1067 Johnson Drive
Buffalo Grove IL 60089
USA

Test report no.: USA-LH US22OTAY 003
Tested to: UL 1741:2021

Client Reference: Thomas Shanahan

Certified Product: Grid Support Utility Interactive Inverter

License Fee - Units

Change:
Upgrade of standard for all models: see above

Special Remarks: Also evaluated to:
1) UL 1741 Edition 3 Supplement SB for grid interactive functions and IEEE 1547-2018 and IEEE 1547.1-2020
- IEEE1547.1-2020: Normal Operating Performance B;
- Abnormal Operating Performance III
2) UL 1741 Edition 3 Supplement SB for interoperability
- IEEE 1547-2018 and IEEE 1547.1-2020:
Using SunSpec Modbus protocol

Appendix: 1, 1-40

Licensed Test mark:

TÜVRheinland US

Date of Issue (day/mo/yr)
30/01/2023

TUV Rheinland of North America, Inc., 295 Foster Street, Suite 100, Littleton, MA 01460, Tel +1 (978) 266 9500, Fax +1 (978) 266-9992

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	7,151
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.430
QTY PV MODULES	12,120
QTY INVERTERS	20
ARRAY TILT	30
ARRAY AZIMUTH	179
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

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5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7			
8			
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

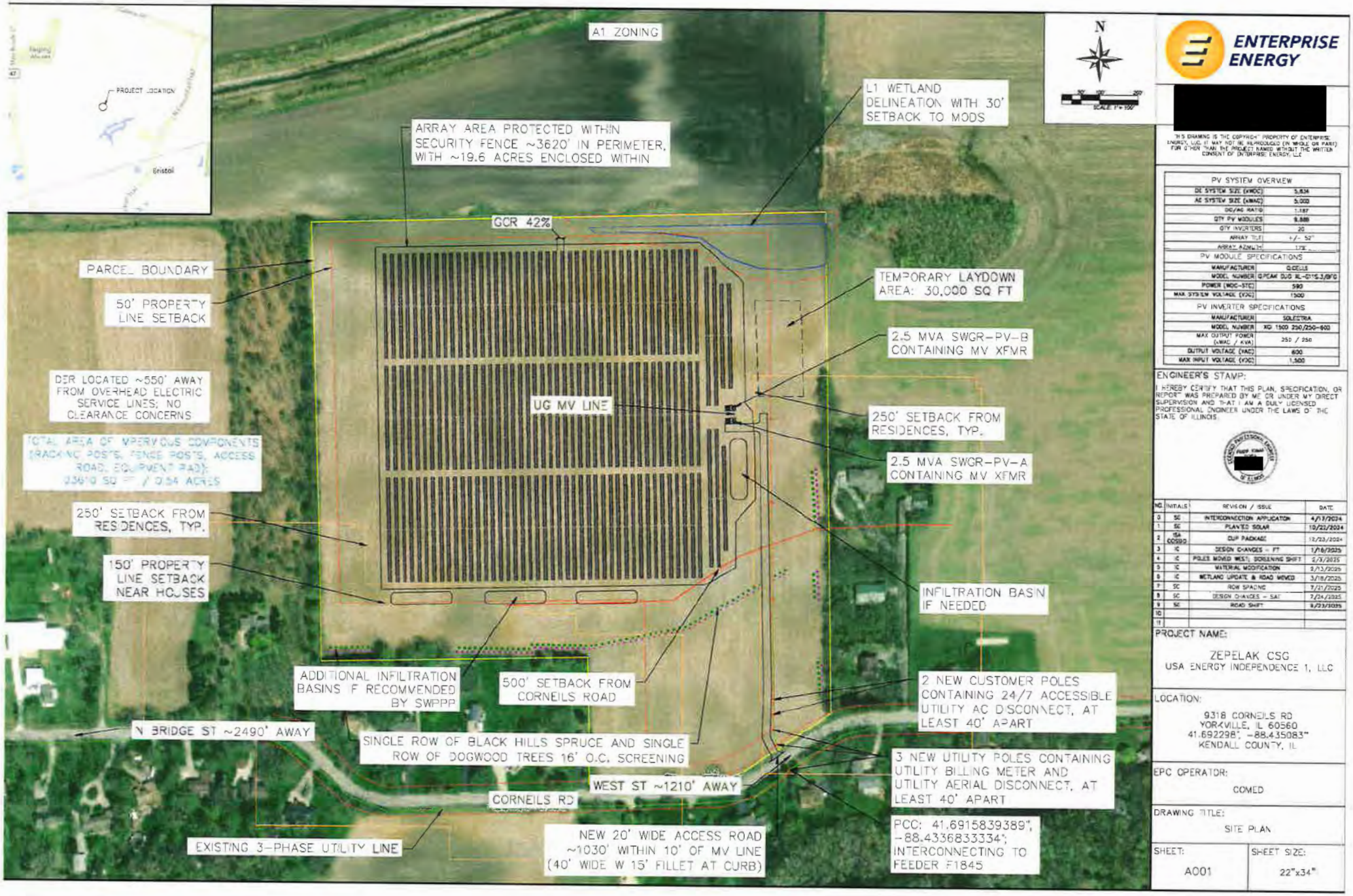
EPC OPERATOR:

COMED

DRAWING TITLE:

CERTIFICATIONS

SHEET:	SHEET SIZE:
E004	22"x34"


A1 ZONING
L1 WETLAND DELINEATION WITH 30' SETBACK TO MODS
ARRAY AREA PROTECTED WITHIN SECURITY FENCE ~3620' IN PERIMETER, WITH ~19.6 ACRES ENCLOSED WITHIN
GCR 42%
PARCEL BOUNDARY
50' PROPERTY LINE SETBACK
TEMPORARY LAYDOWN AREA: 30,000 SQ FT
2.5 MVA SWGR-PV-B CONTAINING MV XFMR
UG MV LINE
DER LOCATED ~550' AWAY FROM OVERHEAD ELECTRIC SERVICE LINES; NO CLEARANCE CONCERNS
250' SETBACK FROM RESIDENCES, TYP.
2.5 MVA SWGR-PV-A CONTAINING MV XFMR
TOTAL AREA OF IMPERVIOUS COMPONENTS (RACKING POSTS, FENCE POSTS, ACCESS ROAD, EQUIPMENT PAD): 23610 SQ FT / 0.54 ACRES
250' SETBACK FROM RESIDENCES, TYP.
150' PROPERTY LINE SETBACK NEAR HOUSES
INFILTRATION BASIN IF NEEDED
ADDITIONAL INFILTRATION BASINS IF RECOMMENDED BY SWPPP
500' SETBACK FROM CORNEILS ROAD
2 NEW CUSTOMER POLES CONTAINING 24/7 ACCESSIBLE UTILITY AC DISCONNECT, AT LEAST 40' APART
N BRIDGE ST ~2490' AWAY
SINGLE ROW OF BLACK HILLS SPRUCE AND SINGLE ROW OF DOGWOOD TREES 16' O.C. SCREENING
3 NEW UTILITY POLES CONTAINING UTILITY BILLING METER AND UTILITY AERIAL DISCONNECT, AT LEAST 40' APART
WEST ST ~1210' AWAY
CORNEILS RD
PCC: 41.6915839389°, -88.4336833334°; INTERCONNECTING TO FEEDER F1845
NEW 20' WIDE ACCESS ROAD ~1030' WITHIN 10' OF MV LINE (40' WIDE W 15' FILLET AT CURB)
EXISTING 3-PHASE UTILITY LINE
PROJECT LOCATION
Bristol
N
SCALE: 1" = 150'
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PV SYSTEM OVERVIEW
DC SYSTEM SIZE (kWDC) 5,834
AC SYSTEM SIZE (kWAC) 5,000
DC/AC RATIO 1.167
QTY PV MODULES 9,886
QTY INVERTERS 20
ARRAY TILT +/- 52°
ARRAY AZIMUTH 179°
PV MODULE SPECIFICATIONS
MANUFACTURER QCELLS
MODEL NUMBER Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC) 590
MAX SYSTEM VOLTAGE (VDC) 1500
PV INVERTER SPECIFICATIONS
MANUFACTURER SOLECTRIA
MODEL NUMBER XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA) 250 / 250
OUTPUT VOLTAGE (VAC) 600
MAX INPUT VOLTAGE (VDC) 1,500
ENGINEER'S STAMP:
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[redacted]
NO. INITIALS REVISION / ISSUE DATE
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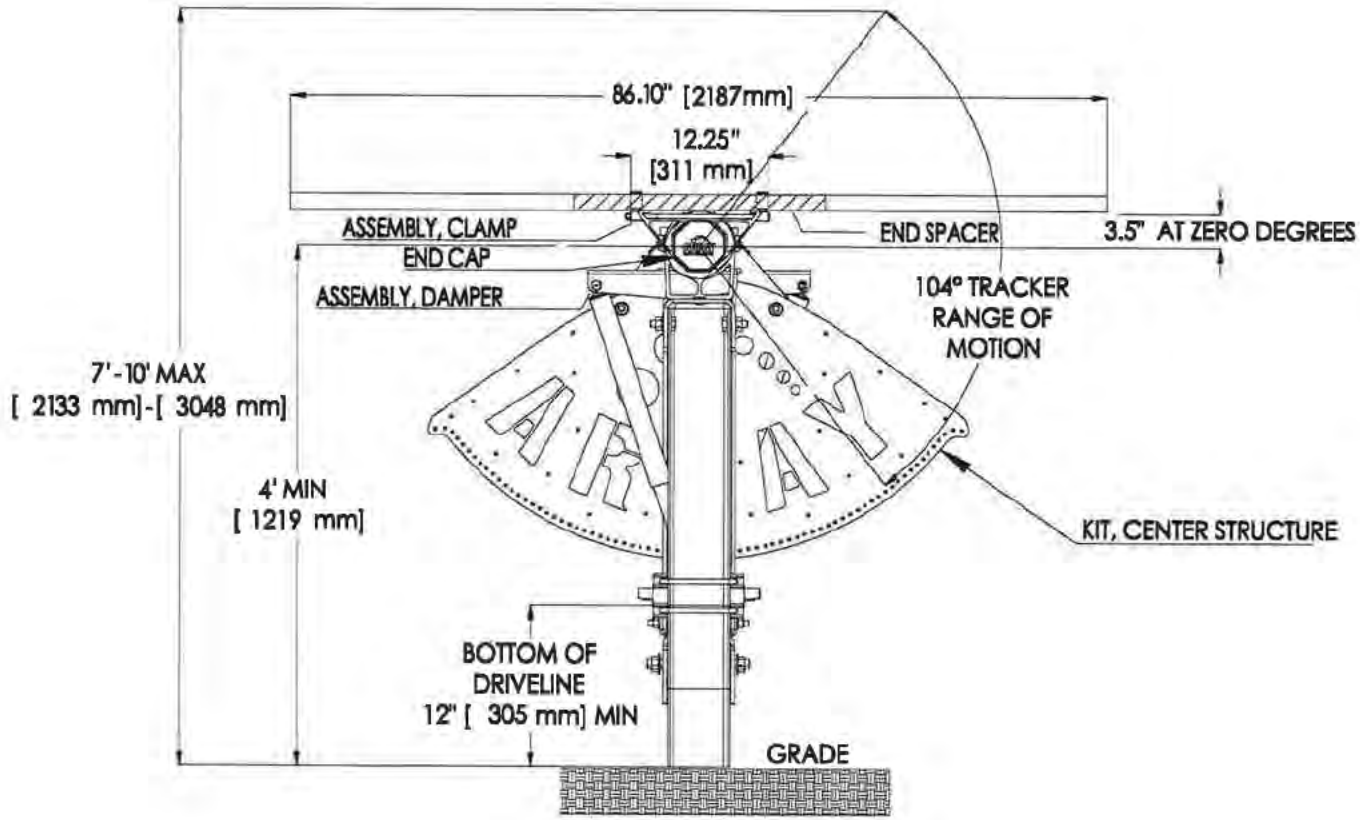
1 SC PLANTED SOLAR 10/22/2024
2 ISA CCSSD CUP PACKAGE 12/23/2024
3 IC DESIGN CHANGES - FT 1/16/2025
4 IC POLES MOVED WEST, SCREENING SHIFT 2/3/2025
5 IC MATERIAL MODIFICATION 2/13/2025
6 IC WETLAND UPDATE & ROAD MOVED 3/18/2025
7 SC ROW SPACING 7/21/2025
8 SC DESIGN CHANGES - SAT 7/24/2025
9 SC ROAD SHIFT 8/23/2025
10
11
PROJECT NAME:
ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC
LOCATION:
9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL
EPC OPERATOR:
COMED
DRAWING TITLE:
SITE PLAN
SHEET: A001
SHEET SIZE: 22"x34"

NOTE:

REFERENCE INDIVIDUAL FIELD ASSEMBLY DRAWINGS FOR DETAILS.
INSTALL END CLAMP SPACER ON END CLAMPS.
INSTALL END CAP AT END OF TUBE.

MINIMUM DISTANCES AND MODULE DATA



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PV SYSTEM OVERVIEW	
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AC SYSTEM SIZE (kWAC)	5,000
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QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	178°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	9/11/2024
1	SC	PLANTED SOLAR	10/21/2024
2	ISA CONSOL	IDP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/15/2025
4	IC	PILES MOVED WEST, SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

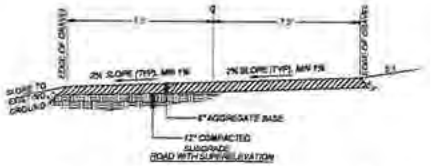
PROJECT NAME:
ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:
COMED

DRAWING TITLE:
FT ELEVATION PROFILE

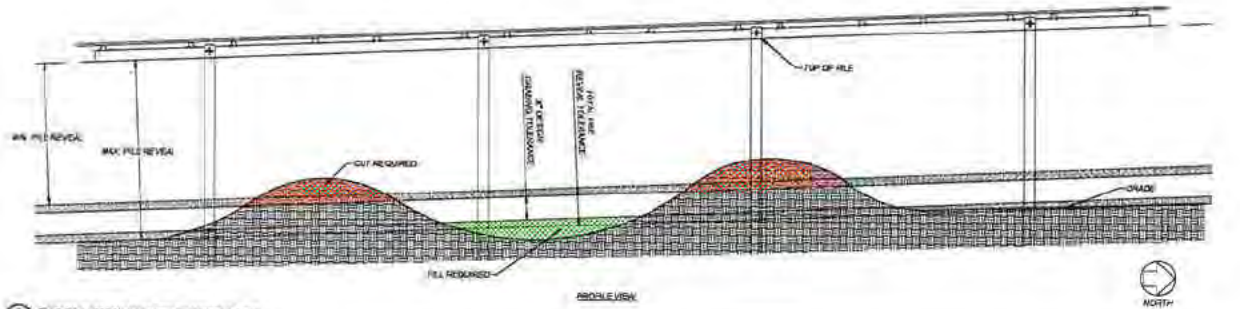
SHEET:	SHEET SIZE:
A002	22"x34"



NOTES:

1. 2% CROSS SLOPE IS TYPICAL, BUT CAN BE ADJUSTED DOWN TO MATCH EXISTING GROUND SLOPE IN ORDER TO PROMOTE CONTINUED SHEET DRAINAGE ACROSS ROAD. CROSS SLOPE SHALL NOT BE LESS THAN 1%.
2. ROAD GRADES ARE TYPICALLY INTENDED TO MATCH ADJACENT GRADE ALLOWING DRAINAGE TO SHEET ON AND OFF OF ROADS EVENLY. CARE SHOULD BE TAKEN TO FIELD ADJUST ROAD GRADES OR DITCH AND LOW WATER CROSSING LOCATIONS AS NECESSARY TO PREVENT RUNOFF FROM CONCENTRATING ALONG ROAD EDGES CAUSING EROSION.
3. NO GEOTECH REPORT HAS BEEN COMPLETED. ROAD SECTION DESIGN SHOWN IS PRELIMINARY AND MAY CHANGE PENDING THE FINAL GEOTECH REPORT. STRUCTURAL DESIGN OR ANALYSES ARE NOT BEEN PERFORMED REGARDING ACCESS ROAD DETAILS.

1 TYPICAL SOLAR ACCESS ROAD
NOT TO SCALE



3 TRACKER SECTION & GRADING TOLERANCE EXHIBIT
NOT TO SCALE

154

ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE [kWDC]	5,634
AC SYSTEM SIZE [kWAC]	5,000
DC/AC RATIO	1.183
QTY PV MODULES	8,688
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	176°

PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER [WDC-STC]	540
MAX SYSTEM VOLTAGE [VDC]	1500

PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER [kWAC / kVA]	250 / 250
OUTPUT VOLTAGE [VAC]	600
MAX INPUT VOLTAGE [VDC]	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	7/1/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SC (CDECUD)	DUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES – PT	1/6/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/1/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/19/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES – SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

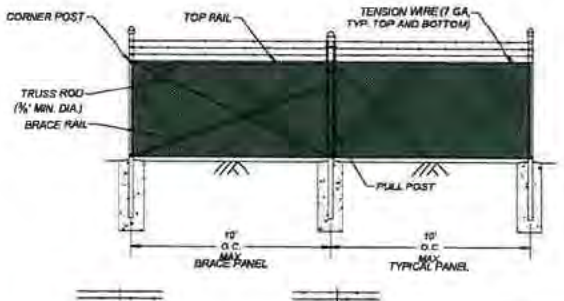
EPC OPERATOR:

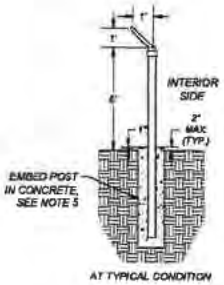
COMED

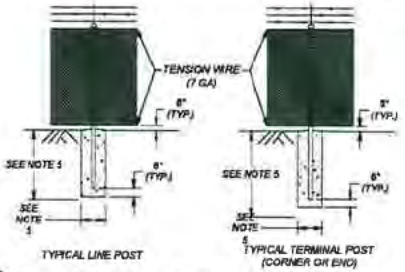
DRAWING TITLE:

PRELIM CIVIL DETAILS

SHEET:	SHEET SIZE:
A003	22"x34"



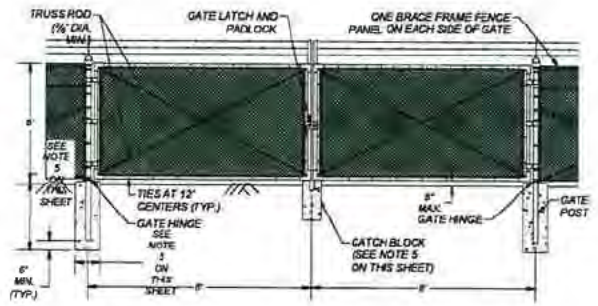




FENCE NOTES:

1. FENCE WIRE SHALL BE 6" ABOVE FINISHED GRADE TO PROVIDE PASS TO WILDLIFE.
2. FENCE WIRE - 9 GAUGE, 2" MESH, GALVANIZED ASTM A392, CLASS 1; TWISTED SELVAGE ON BOTTOM, KNUCKLED SELVAGE ON TOP.
3. ALL RAIL, WIRE AND GATES SHALL BE GALVANIZED.
4. BARBED WIRE TOPPING SHALL CONSIST OF THREE STRANDS OF 12.5 MINIMUM GAUGE WIRE HAVING 4-POINT BARBS OF 14 GAUGE WIRE AT 5 INCHES MAXIMUM SPACING IN COMPLIANCE WITH ASTM A121. BARBED WIRE SHALL BE INSTALLED WITH 45-DEGREE EXTENSION ARMS FACING OUTWARD, AWAY FROM THE SECURED AREA.
5. DEPTHS AND DIMENSIONS ARE PRELIMINARY. POST SIZING, FOUNDATION, EMBEDMENT DEPTHS MAY VARY, AND MATERIALS ARE ALL TO BE CONFIRMED DURING FINAL DESIGN.

1 CHAIN LINK SECURITY FENCE WITH BARBED WIRE AND POSTS
NOT TO SCALE



2 20 FOOT SWINGING ACCESS GATE
NOT TO SCALE

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	9,888
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	9/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	ISA CORDOVA	DUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/18/2025
4	IC	POLES MOVED WEST, SCREENING SHIFT	2/1/2025
5	IC	MATERIAL MODIFICATION	3/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

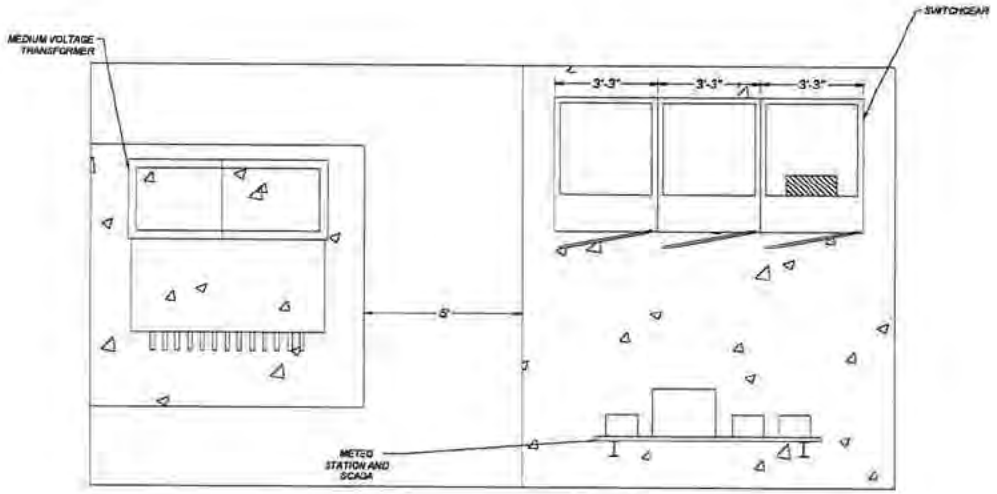
EPC OPERATOR:

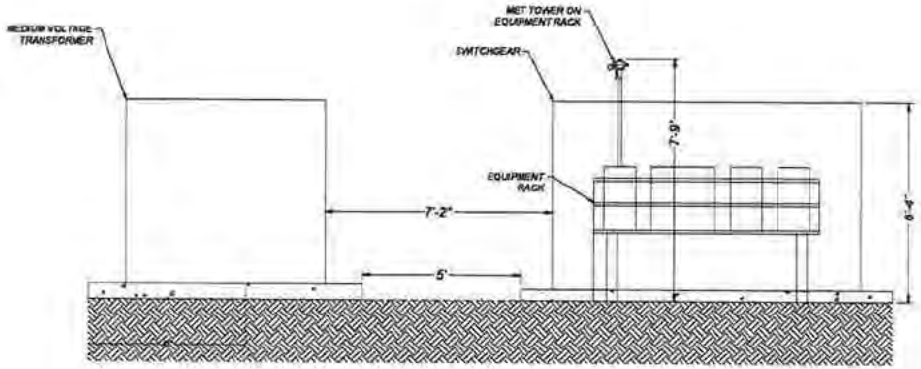
COMED

DRAWING TITLE:

FENCE DETAIL

SHEET:	SHEET SIZE:
A004	22"x34"





ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	3,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.181
QTY PV MODULES	9,888
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	172°
PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	580
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 150D 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	9/27/2024
1	SC	PLANTED SOLAR	10/23/2024
2	ISA CONSULTING	DJR PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - PT	1/16/2025
4	IC	POLES MOVED WEST, SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	9/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

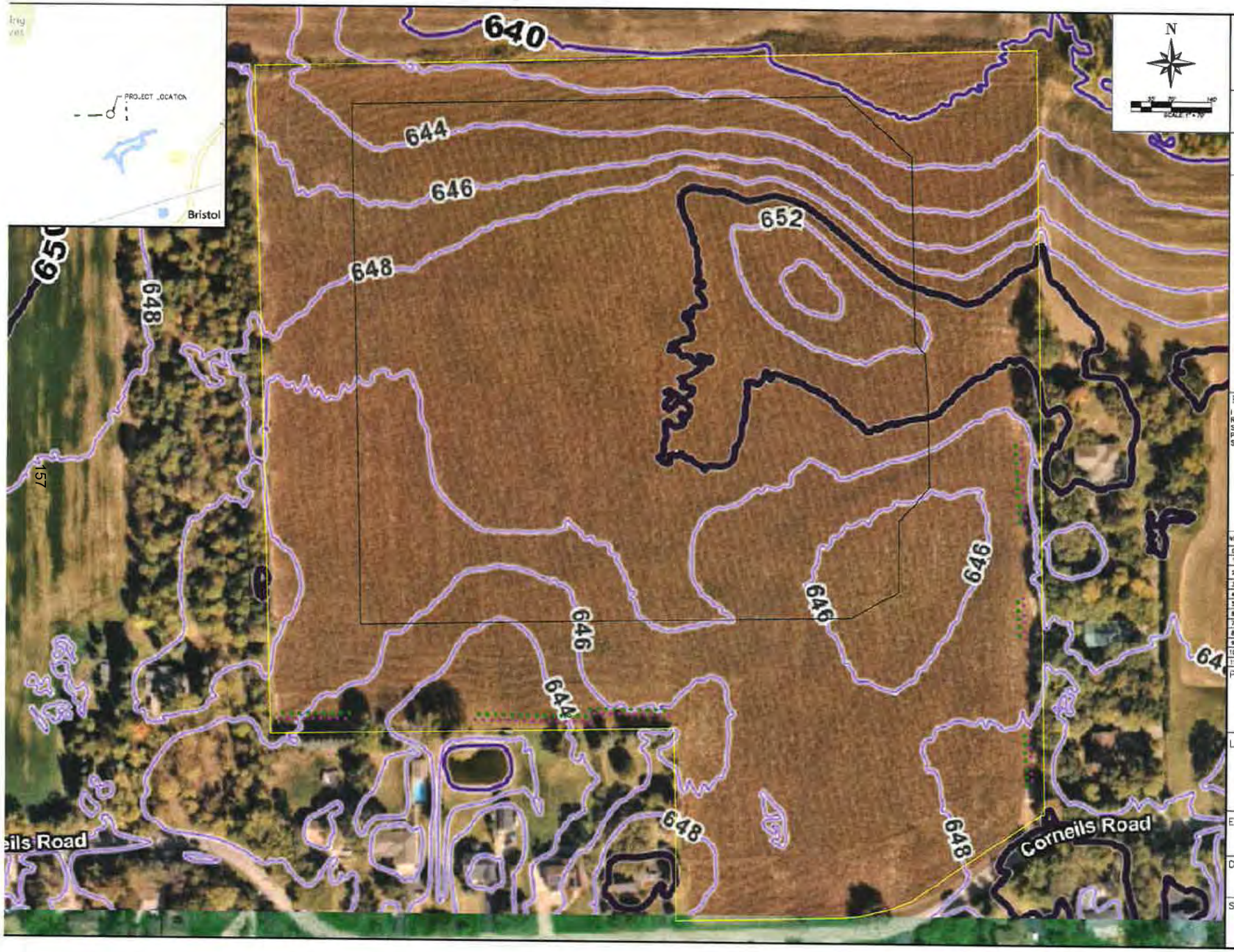
EPC OPERATOR:

COMED

DRAWING TITLE:

EQUIPMENT PAD DETAIL

SHEET:	SHEET SIZE:
A005	22"x34"



N

ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,634
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.127
QTY PV MODULES	8,886
QTY INVERTERS	20
ARRAY TILT	+/- 32°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (WAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

[redacted]

NO	INITALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	5/21/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SA, CO/SD	CUP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - FT	1/16/2025
4	C	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	C	MATERIAL MODIFICATION	2/12/2025
6	C	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/2/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

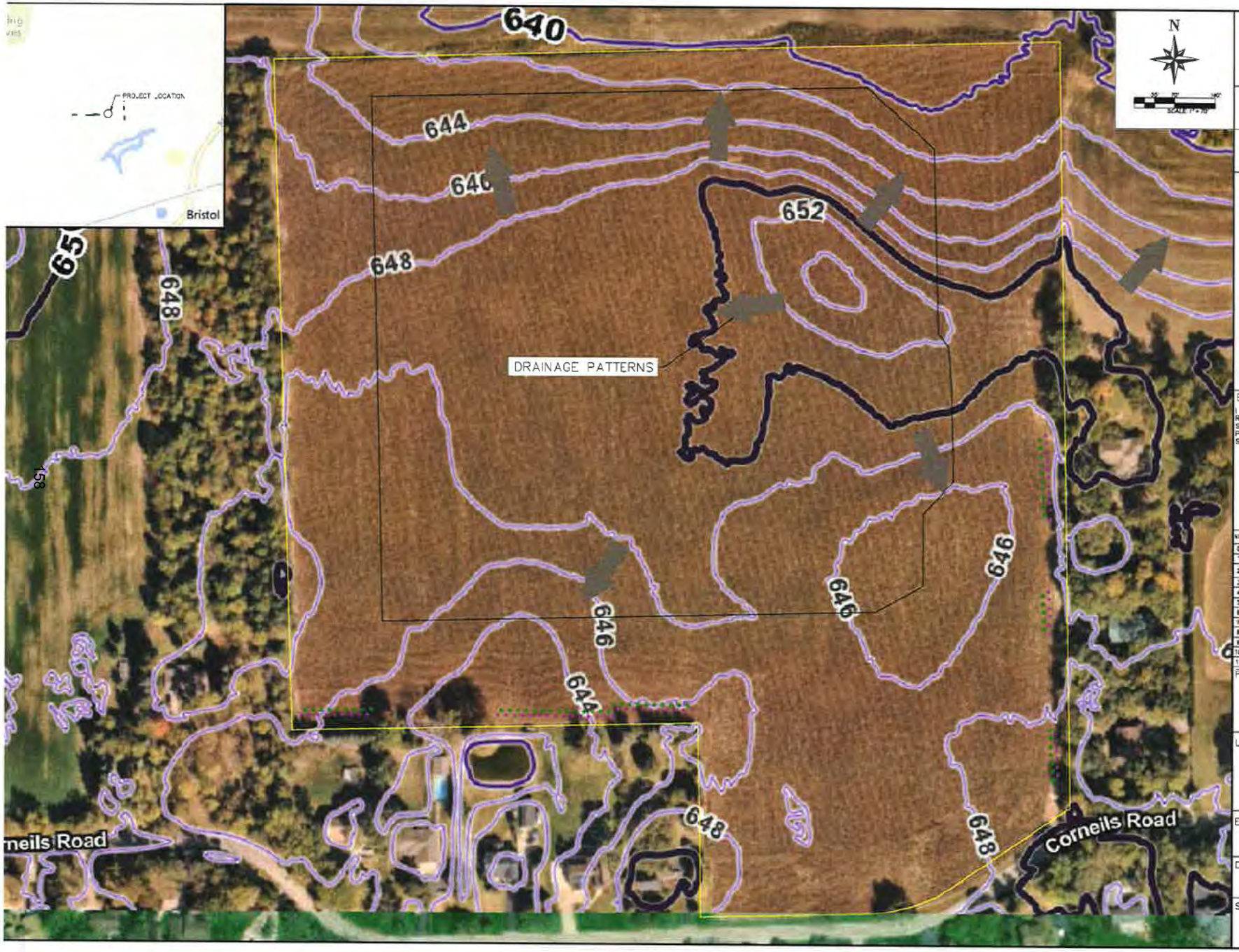
EPC OPERATOR:

COMED

DRAWING TITLE:

TOPO CONTOURS 2' INTERVALS

SHEET:	SHEET SIZE:
A006	22"x34"



ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	9,868
QTY INVERTERS	20
ARRAY TILT	+/- 32°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / KVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	7/17/2024
*	SC	PLANTED SOLAR	10/22/2024
2	SA CORRO	CLP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - ET	1/24/2025
4	C	POLES MOVED WEST; SCREENING S-PT	2/3/2025
5	C	MATERIAL MODIFICATION	2/12/2025
6	C	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

TOPO AND DRAINAGE PATTERNS

SHEET:	SHEET SIZE:
A007	22"x34"

1 BLACK HILLS SPRUCE SCREENING

Scale: N.T.S.

PLANTING SCHEDULE

TYPE : BLACK HILLS SPRUCE

HEIGHT : 6' MIN WITHIN 3 YEARS OF PLANTING

NUMBER OF ROWS: 1

SPACING: 12' O.C.

TYPE : BUTTONBUSH SHRUB

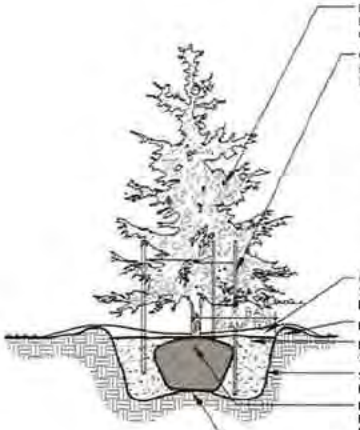
HEIGHT : 4' MIN WITHIN 3 YEARS OF PLANTING

NUMBER OF ROWS: 1

SPACING: 12' O.C.

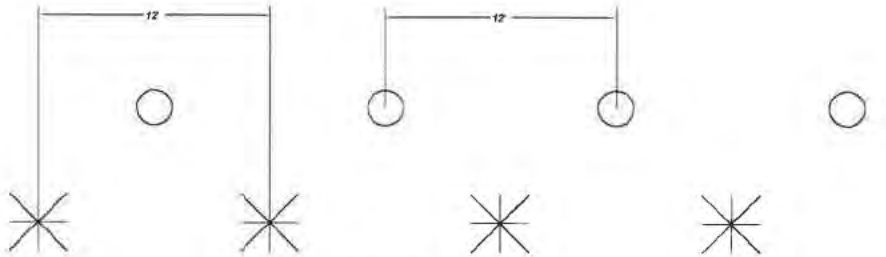
2 BUTTONBUSH SHRUB SCREENING

Scale: N.T.S.



3 EVERGREEN PLANTING DETAIL

Scale: N.T.S.



4 PLAN VIEW

Scale: N.T.S.

ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (VDC)	3,824
AC SYSTEM SIZE (VAC)	3,000
DC/AC RATIO	1.187
QTY PV MODULES	8,868
QTY INVERTERS	20
ARRAY TILT	+/- 32°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (VDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/270-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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[redacted]

NO	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	9/27/2024
-	SC	PLANTED SOLAR	10/22/2024
2	ISA CD2590	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/15/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/12/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW GRADING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9316 CORNELLS RD
YORKVILLE, IL 60560
41.592298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

TREE PLAN

SHEET:	SHEET SIZE:
A008	22"x34"

Attachment 3A, Page 8

Q.PEAK DUO XL-G11S SERIES

qcells

590-605Wp | 156 Cells
21.7% Maximum Module Efficiency

- Mission energy yield gain of up to 2%
- Low electricity generation costs
- A reliable investment
- Ensuring high performance
- Frame for versatile mounting options
- Innovative all-weather technology

Q.PEAK DUO XL-G11S SERIES

- Mechanical Specification
- Electrical Characteristics
- Properties for System Design
- Qualifications and Certificates

qcells

160

SOLECTRIA® XGI 1500-250 SERIES

PREMIUM 3-PHASE TRANSFORMERLESS UTILITY-SCALE INVERTERS

FEATURES

OPTIONS

YASKAWA SOLECTRIA SOLAR

SOLECTRIA® XGI 1500-250 SERIES TECHNICAL DATA

SPECIFICATIONS

YASKAWA SOLECTRIA SOLAR

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	8,868
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	178°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500-250/250-600
MAX OUTPUT POWER (WAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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NO.	INITALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	5/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SC/DA/DOS/IO	CUP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - PT	1/15/2025
4	C	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	C	MATERIAL MODIFICATION	2/13/2025
6	C	METLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/2/2025
8	SC	DESIGN CHANGES - SA1	7/24/2025
9			
10			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNELS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

DATASHEETS

SHEET:	SHEET SIZE:
E003	22"x34"

Attachment 3A, Page 9

Certificate

TÜVRheinland

US 72226018 01

Manufacturing Plant:
Yaskawa America Inc
1067 Johnson Drive
Buffalo Grove IL 60089
USA

Date of Issue (dd/mm/yyyy)
16/06/2022

Certificate

TÜVRheinland

US 72226018 04

Manufacturing Plant:
Yaskawa America Inc
1067 Johnson Drive
Buffalo Grove IL 60089
USA

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	8,868
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°

PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	580
MAX SYSTEM VOLTAGE (VDC)	1500

PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (WAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	7/1/2024
1	SC	PLANTED SOLAR	10/21/2024
2	SC, CC, DSA	DJP PACKAGE	12/23/2024
3	JC	DESIGN CHANGES - FT	1/16/2025
4	JC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	JC	MATERIAL MODIFICATION	2/13/2025
6	JC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNELIS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

CERTIFICATIONS

SHEET:	SHEET SIZE:
E004	22"x34"

PROTECTIVE DEVICE DESCRIPTION AND OPERATION NARRATIVE

- **SEL 751 Relay**
  - Single Phase Loss Detection
    - CT's on "PV side" of the first disconnect within the switchgear will detect and trip for negative sequence current imbalances as a result of a loss of one of the phases
  - Zigzag Neutral Overcurrent
    - CT around neutral of the zigzag will detect and trip main breaker for ground faults (this will be the ground fault protection for the facility per NEC 230.95)
  - Basic Overcurrent protection
    - CT's on "PV side" of the first disconnect within the switchgear will detect and trip for overcurrents on the phases. Instantaneous and time-overcurrent functions
  - Basic Under/Over voltage & frequency protections
    - Vrefs on "PV side" of the first disconnect within the switchgear will detect and trip for under/over voltage and under/over frequency conditions.
  - Auto-Restoration Scheme
    - Upon loss of utility source, if the main PV breaker was opened due to a loss of voltage detection but without a fault condition, upon restoration of utility power and after a 60 second delay, the breaker will automatically be closed to restore connection to grid.

- **Zigzag Connection Breaker (100A/3P LSI)**
  - Protection of the zigzag transformer internal windings
    - Breaker will protect for internal faults within the transformer. Note that this would be considered a "major" failure and would require an on-site manual reset of the zigzag connection breaker.
  - Status of connection of zigzag transformer to system
    - (1) contact will shunt trip the breaker open in the event that the breaker connection to the zigzag is opened.
    - (1) contact will send a status signal to the SEL 751 to indicate that the zigzag is 'lost' (i.e. zigzag connection breaker in open position).

- **Main AC Disconnect Breaker (1600A/3P)**
  - Remote closure of breaker
    - Breaker shall be fitted with a motorized closure device - in event of a trip, once issue is cleared then the breaker can be remotely closed via the SEL 751.
  - Shunt trip of breaker
    - Breaker shall be fitted with a shunt trip device. In event of a relay pickup/activation, SEL 751 shall send trip signal to shunt trip to open main 1600A breaker. Upon opening of the zigzag breaker, the 1600A main breaker shall also be shunt tripped - this will serve as the indication whether the effective ground is "in service" or not.
  - Breaker functions
    - Since the SEL 751 is used to detect and trip for ground faults, this breaker does not require the "G" function and will simply have long time & instantaneous adjustability.

ZIGZAG TRANSFORMER GROUND REFERENCE CALCULATION

GENERAL

Interconnection Voltage (kV, Phase-Phase)	0.48 kV
Inverter Quantity	10
Inverter Individual kVA	100 kVA
Total Plant MW	1.0 MVA
Zbase = kV^2/MVApv =	0.2304 Ω
Vbase (V, Phase-Neutral)	277 V
Ibase = Vbase / Zbase =	1202.8 Amps

REQUIREMENT #1 - GROUNDING XFMR ZERO SEQUENCE REACTANCE MUST BE 0.6pu +- 10%

X0,DG = 0.6 x Zbase =	0.13824 Ω, +/- 10%

REQUIREMENT #2 - ZERO SEQUENCE X/R RATIO MUST BE GREATER THAN 4

(X0,DG - 10%) / R0,DG > 4 --> R0,DG < (X0,DG - 10%) / 4	
R0,DG < (X0,DG-10%) / 4 =	0.031104 Ω

REQUIREMENT #3 - TRANSFORMER MUST WITHSTAND A MINIMUM OF 4% ZERO SEQUENCE VOLTAGE AND REMAIN CONNECTED

I0,pu --> V0 / Z0 (approximate) = 0.04 / 0.6	0.067 p.u.
I0 = Ibase x I0,pu =	80.2 Amps
In = 3 x I0 =	240.6 Amps

REQUIREMENT #4 - 5-SECOND FAULT CURRENT WITHSTAND RATING SHALL EXCEED MAXIMUM AVAILABLE SHORT-CIRCUIT CURRENT FOR BOLTED FAULTS

Z0,xfmr = SQRT(X0,DG^2 + R0,DG^2) =	0.141696 Ω
Isig = Vbase / Z0,xfmr	1955.8 Amps
Safety Factor	1.2855
5s Fault Withstand Isig w/ Safety Factor	2514.2 Amps

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ARRAY AZIMUTH	179°
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MODEL NUMBER	Q PEAK DUO XL-G11S.3/BFG
POWER (NOC-STC)	590
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PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 350/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	4/27/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SA, DOSSO	CUP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - 4T	1/15/2025
4	C	POLES MOVED WEST, SCREENING SHIFT	2/2/2025
5	C	MATERIAL MODIFICATION	2/13/2025
6	C	WETLAND UPDATE & ROAD MOVED	3/11/2025
7	SC	ROW SPACING	7/2/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNELIS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

GRNDING XFMR CALCS

SHEET:	SHEET SIZE:
E005	22"x34"

K.

ENTERPRISE ENERGY

Vegetation Installation and Management Plan for Zepelak CSG

Prepared March 2025 by:

Natural Resource Services

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1. Zepelak CSG Vegetation Management Plan (VMP) Overview

1.1. Site Developer

Enterprise Energy
[redacted]

1.2. Project Location

9316 Corneils RD
Yorkville, IL 60560

1.3. Vegetation Restoration Consultant

Natural Resource Services, Inc
2885 Quail Road NE
Sauk Rapids, MN 56379
320.290.5363

and

16425 W. State Route 90
Princeville, IL 61559

1.4. Project Description

The proposed Zepelak CSG project is a 5 MW AC project planned for approximately 20 acres in Kendall County, Yorkville, IL. Fixed panels with a leading edge of about 36" are planned on site. Due to the shaded and more arid conditions beneath the fixed panels, a fescue mix will be seeded in these areas, with fescues extending 2 feet out from the leading edge of panels. Aisles of the solar array will be planted with a fully native pollinator mix. Other areas, such as buffer zones in the north, north east, and parts of the southern section, will be planted with a basin mix because of the higher soil moisture.

An infiltration basin is planned to be installed on the eastern edge of the array along with vegetative screening on the southern and south-eastern sections of the parcel. Native species that will be planted are Black Hills Spruce (*Picea glauca* var. *densata*) and Common Buttonbush (*Cephalanthus occidentalis*) which are adapted to the climatic and soil moisture conditions. A small portion of a wetland identified by the USFWS National Wetlands Inventory is found on the northern part of the parcel boundary, outside of the array fence.

1.5. VMP Use and Objectives

The VMP was written to provide a brief overview and description of the project and to act as a guide for vegetation installation and management. It has been custom-written based on information known at the time of writing. The VMP should be treated as a living document and adjusted as additional information about the site is gathered both pre and post construction. A qualified native vegetation contractor with a history of success

working on native vegetation restorations should be contracted to implement the procedures outlined in this document and to provide feedback and suggestions for the VMP during the lifespan of the project.

2. Site Information

2.1. Site Location

The Zepelak project is located on the north side of Corneils RD and under ¾ of a mile to the east of the convergence of North Bridge St. (IL-47) and Corneils RD. Zepelak is located in Yorkville, Illinois and the GPS coordinates are 41.692298, -88.435083. The address of the project is 9318 Corneils RD, Yorkville, IL 60560.

2.2. Map of Array Layout

2.3. Site Conditions

A review of historical aerial photos shows that the entire site has been in traditional row crops for the majority of the last 30 years. Little to no ponding can be seen in the aerial photos. A review of the soils on the USDA/NRCS Web Soil Survey shows a variety of loam soils, varying from poorly drained to well drained. A majority of the site is ecologically classified as Rush Silt Loam (~ 80%) followed by Lorenzo loam, Drummer silty clay loam and Millbrook silt loam. Drummer silty loam is classified as hydric.

3. Overview of Vegetation Establishment and Management

3.1. Vegetative Goals

The primary vegetative goal is to establish permanent vegetation that does not interfere with solar production. This solar site is being planted with 100% native species. The species chosen produce an emphasis on native pollinator habitat to achieve and maintain Pollinator Friendly status as defined in the Illinois Pollinator Friendly Solar Site Act (525 ILCS 55/) [1].

3.2. Contribution of Native Habitat on Solar Sites

Economical production of power is the foremost goal of solar sites. There is a parallel opportunity to provide critically important native pollinator-friendly habitat throughout the array while capitalizing on the long-term low maintenance needs of native vegetation.

Establishing prairies and other native plant communities within the confines of solar sites provides a tremendous opportunity to restore ecosystems that have been severely degraded or eliminated across all areas of the country.

Native plants have profound root systems, many reaching 12 or more feet deep into the soil. Rainwater follows those roots into the ground, helping to reduce water runoff and promote the drainage of standing water into an aquifer. Those deep roots also stabilize the soil, preventing erosion from rain and wind. The plants provide seeds for songbirds, cover for game birds and, of course, provide blossoms and host plants for our beloved butterflies and other nectar-loving insects.

Native grasses and forbs will be selected based on their ecological appropriateness to the specific conditions of this site, with consideration to their mature height to not interfere with panel productivity. These species will not require irrigation, fertilizer, or other soil amendments.

The contribution to habitat restoration cannot be overstated given the acreage impacted and lifespan of the project.

[1] https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=3900&ChapterID=44

3.3. Vegetation Installation Overview

The native mix planned for this array is selected for ecological appropriateness to the soil moisture, types and site conditions as well as the mature plant height of 24" underneath solar panels so as to not interfere with panel productivity. The habitat provides low-maintenance vegetation that won't require fertilizer, amended soils or irrigation on this site.

It is important to note that the species selected for this site are based on their ability to successfully establish from seed and thrive within the unique conditions found on solar sites. From a practical standpoint, the species contained in these mixes are generally available in the marketplace and, as a whole, have reasonable price points. Ultimately, the list consists of well-performing, workhorse species coupled with smaller amounts of more unique species for a robust mixture.

3.4. Vegetation Management Overview

Maintenance plays a vital role in the eventual success of any native landscape installation, especially during the establishment period of years one through three. Active management is similar in all areas of the project site. All areas of the site are inspected annually followed by maintenance necessary to encourage healthy native species while discouraging non-native/invasive species. During the growing season of the first year of establishment, the site shall be inspected a minimum of three times.

4. Vegetation Installation Procedures

4.1. Site Inspections and Monitoring

Site inspections and monitoring throughout the installation process are vital to continually assess site conditions and determine what procedures are needed and the timing of those procedures. The pre-construction site inspection is particularly important to determine the need for any herbicide application or mowing prior to soil preparation and seeding.

4.2. Site Preparation Herbicide Application

A site preparation herbicide application, if deemed necessary, should be performed by a licensed, qualified contractor using appropriate herbicides to kill all actively growing weeds on the project site. Typically, only glyphosate herbicide is necessary, but if certain perennial weed species are present such as Canada thistle, a broadleaf additive may be necessary. The contractor should carefully select an herbicide with a short soil residual, such as Garlon 3A, to minimize the impact on germination of the permanent seeding. The vegetation should not be disturbed for a minimum of 14 days after an herbicide application to allow time for effective weed elimination.

4.3. Site Preparation Mowing

Site preparation mowing may be required to reset vegetative growth to prepare for an herbicide application. Additionally, site preparation mowing may be needed to cut and mulch vegetation to simplify the soil preparation and seeding process.

4.4. Soil and Seedbed Preparation

Soil and seedbed preparation is vital to the success of any planting. Disking and harrowing (or raking) the site is common and extremely effective. If extreme compaction is present on site, a ripper may be needed to mitigate the compaction. The seedbed should be relatively smooth and firm prior to seeding. Soil that is too clumpy or too fluffy may result in seeds being planted too deep in the soil to germinate and survive.

4.5. Seed and Seeding

A custom native pollinator seed mix has been designed for use on this project and is found in Section 8. Seeding will be completed through broadcasting by using a mechanical spreader appropriate for the specified seed mixes. Large and fluffy seeds (such as most grasses and cover crop) should be broadcast first and then lightly harrowed/raked into the soil. Following the harrowing, small seeds (such as most forbs, sedges, and rushes) should be broadcast on top of the soil.

4.6. Tree and Shrub Installation

Tree and shrub installation can occur either before or after permanent seeding depending on the preferences of the contractor, timing of seeding, and the site conditions. If installation occurs after permanent seeding, touchup seeding in the disturbed areas may need to be completed. All trees and shrubs should be watered at the time of installation and properly mulched. A watering plan should be in place in the event of inadequate rainfall.

4.7. Erosion control

Erosion control measures should be implemented as required after permanent seeding is completed.

5. Vegetation Management Procedures

5.1. Adaptive Management

An adaptive management strategy is vital to the success of any project, but especially so for native pollinator restorations. Adaptive management consists of continual monitoring and adjusting maintenance strategies based on the site conditions in order to achieve the best outcomes. No two sites are exactly the same and responding to changing site conditions, weed pressures, weather, and a multitude of other variables is essential to the success of the planting.

5.2. Complete Site Maintenance Mowing

Complete site maintenance mowing consists of mowing the entire project area during the growing season, including trimming as appropriate around equipment or in inaccessible areas. Complete site maintenance mowing is implemented primarily during the establishment phase of the restoration (years 1-3) for several reasons. First, if a closed canopy of vegetation develops, mowing is implemented to knock back the taller vegetation and allow sunlight to reach the native seedlings below. Second, if weed species are present and actively nearing their seed set, mowing is implemented to prevent those weeds from producing viable seed. Third, vegetation has become tall enough to shade the panels or impact other solar equipment on site and must be cut down.

5.3. Integrated Vegetation Maintenance

Integrated vegetation maintenance or IVM is a method using a combination of targeted mowing/trimming and herbicide application aimed at reducing or eliminating weed species and promoting the desired vegetation. IVM can also include grazing, haying, and other maintenance options as appropriate. IVM is implemented starting towards the end of the 2nd full growing season typically and is used throughout the life of the project. 3 IVM visits are typical on most sites until year 5 when a reduction to 1-2 visits per year can be made if site conditions allow.

5.4. Dormant Mowing

Dormant mowing is a type of complete site mow implemented when vegetation is not actively growing on site. This method is typically performed in early spring or fall. Oftentimes, dormant mows are completed in the fall to mulch up dead vegetation and encourage decomposition. This practice also has a dual purpose of cleaning up the site to make electrical maintenance easier and to reduce the chance of accidental fire.

6. Vegetation Installation and Management Timeline

6.1. Site Prep and Installation Phase

Site Preparation:

1. Prior to the start of construction, a cover crop may be seeded to aid in erosion control, soil moisture management, and weed suppression.
2. Inspection of the project area to assess site conditions and determine the need for any site prep mowing or spraying activities.
3. If necessary, an herbicide application will be completed using glyphosate (Round-up® or equivalent) as per manufacturer's directions in areas with actively growing vegetation. Allow a minimum of 14 days before disturbing the soil or completing seeding activities.
4. When perennial broadleaf vegetation is present a triclopyr herbicide will be added (Garlon 3A® or equivalent) as per manufacturer's directions. When a broadleaf herbicide is used allow a minimum of 30 days before disturbing the site or completing seeding.
5. Depending on the density and type of undesirable vegetation present (i.e., annual vs perennial) a complete site mowing might be advisable in lieu of an herbicide application. For instance, if the site is dominated by Foxtail (an annual), mowing would be preferrable to an herbicide application.

Soil Prep and Seeding:

1. Construction debris, garbage, and building materials will be removed and/or staged outside the intended seeding areas.
2. Disk soil within the project area in preparation for seeding. Harrow or rake the soil to achieve the proper seedbed.
3. Broadcast the large and fluffy seed (mostly grasses) along with a cover crop of winter wheat or oats.
4. Harrow or rake the soil to work the seed to a proper depth.
5. Broadcast the small seeds (forbs, sedges, rushes, small grass seeds) on top of the soil.

Vegetative Screening Installation

1. Prior to tree and shrub installation, planting locations should be marked to ensure proper placement and spacing of the trees and shrubs. Spacing is planned to be 12' between individual plants.
2. Install trees and shrubs using appropriate equipment and procedures, including watering at the time of installation, mulch rings, and staking or guying if necessary.
3. Implement a watering plan post-installation to ensure survival.

Installation Phase Maintenance

If the site is seeded in the summer or early fall, 1-2 complete site mowings may be needed during this first partial growing season.

6.2. Establishment Phase

Year 1 is defined as the 1st full growing season for the vegetation. A recommendation of 3 complete site mowings is most common for this phase. Depending on site conditions and vegetation growth, more or less may be needed.

Year 2 is the second full growing season. 3 total visits are typical with 2 complete site mowings and 1 Integrated Vegetation Maintenance visit the most likely combination.

Year 3 typically requires 3 IVM site visits depending on vegetation status.

6.3. Maintenance Phase

Year 4 – 34. During the maintenance phase, 2 IVM visits are typical.

7. Monitoring

Consistent project monitoring is essential to evaluate vegetative establishment, weed presence, and possible erosion concerns. This information helps determine which management procedures to utilize, the proper timing for those procedures, and whether any other remedial action is required such as reseeding or replanting. As the site's vegetation matures, adaptive management should be utilized as previously described.

8. Seed Mix

Natural Resource Services

Zepelak CSG Native Seed Mix

Seeding Rate - 12.5 lb/acre - 75 seed/ft²

Common Name	Scientific Name	Bloom Month	% of Mix by Weight	Lbs/Acre	Seeds per ft²	% of Mix by Seeds/ft²
Sideoats Grama	Bouteloua curtipendula		34.25%	4.28	9.43	12.58%
Prairie Brome	Bromus kalmii		0.80%	0.10	0.29	0.39%
Plains Oval Sedge	Carex brevior		2.80%	0.35	3.72	4.97%
Bicknell's Sedge	Carex bicknellii		0.96%	0.12	0.75	1.00%
Troublesome Sedge	Carex molesta		1.84%	0.23	2.11	2.82%
Brown Fox Sedge	Carex vulpinoidea		2.00%	0.25	9.18	12.24%
Silky Wild Rye	Elymus villosus		6.00%	0.75	1.52	2.02%
Little Bluestem	Schizachyrium scoparium		26.96%	3.37	18.57	24.75%
Prairie Dropseed	Sporobolus heterolepis		0.40%	0.05	0.29	0.39%
Graminoid Total			**76.00%**	**9.50**	**46.87**	**61.15%**
Common Yarrow	Achillea millefolium	Jun-Aug	0.44%	0.06	3.63	4.84%
Nodding Onion	Allium cernuum	Jul-Aug	0.24%	0.03	0.08	0.11%
Lead Plant	Amorpha canescens	Jun-Aug	1.33%	0.17	0.98	1.30%
Canada Anemone	Anemone canadensis	May-Jun	0.04%	0.01	0.02	0.02%
Wild Columbine	Aquilegia canadensis	Apr-Jun	0.04%	0.01	0.07	0.10%
Common Milkweed	Asclepias syriaca	Jun-Aug	0.34%	0.04	0.06	0.08%
Butterfly Milkweed	Asclepias tuberosa	Jun-Aug	0.32%	0.04	0.06	0.08%
Canada Milkvetch	Astragalus canadensis	Jun-Aug	1.08%	0.14	0.84	1.13%
Partridge Pea	Chamaecrista fasciculata	Jul-Sep	3.11%	0.39	0.39	0.51%
White Prairie Clover	Dalea candida	Jun-Sep	4.08%	0.51	3.56	4.74%
Purple Prairie Clover	Dalea purpurea	Jul-Sep	6.02%	0.75	4.98	6.63%
Cream Gentian	Gentiana flavida	Aug-Sep	0.04%	0.01	0.27	0.36%
Prairie Blazing Star	Liatris pycnostachya	Jul-Sep	0.24%	0.03	0.12	0.16%
Virginia Mountain Mint	Pycnanthemum virginianum	Jun-Sep	0.09%	0.01	0.95	1.26%
Prairie Wild Rose	Rosa arkansana	Jun-Aug	0.29%	0.04	0.03	0.04%
Black-eyed Susan	Rudbeckia hirta	Jun-Oct	1.92%	0.24	8.13	10.83%
Gray Goldenrod	Solidago nemoralis	Aug-Oct	0.04%	0.01	0.57	0.76%
Ohio Goldenrod	Solidago ohioensis	Aug-Sep	0.04%	0.01	0.21	0.28%
Calico Aster	Symphyotrichum lateriflorum	Aug-Oct	0.04%	0.01	0.48	0.64%
Sky Blue Aster	Symphyotrichum oolentangiense	Aug-Oct	0.16%	0.02	0.57	0.76%
Ohio Spiderwort	Tradescantia ohiensis	May-Jul	0.24%	0.03	0.09	0.12%
Hoary Vervain	Verbena stricta	Jun-Sep	1.44%	0.18	1.85	2.46%
Golden Alexanders	Zizia aurea	Apr-Jun	2.40%	0.30	1.21	1.62%
Forb Total			**24.00%**	**3.00**	**29.14**	**38.85%**
Mix Total			**100.00%**	**12.50**	**75.01**	**100.00%**

Northern IL poorly drained soil mix

March 2025

Natural Resource Services

Zepelak Solar Array Mix

Seeding Rate - 125 Lb/acre - 1,423.3 seeds/ft^2

Common Name	Scientific Name	% of Mix	Lbs/Acre	Seeds/ft^2	% of Mix by Seeds/ft^2
Hard Fescue	Festuca trachyphylla	25.00%	31.25	401.75	28.23%
Chewings Fescue	Festuca rubra commutata	25.00%	31.25	321.40	22.58%
Creeping Red Fescue	Festuca rubra	25.00%	31.25	321.40	22.58%
Sheeps Fescue	Festuca ovina	25.00%	31.25	378.80	26.61%
Mix Total		**100.00%**	**125.00**	**1423.35**	**100.00%**

Natural Resource Services

Zepelak CSG Basin Mix

Seeding Rate - 7lb/acre - 167.7 seeds/ft^2

Common Name	Scientific Name	Bloom Month	% of Mix by Weight	Lbs/Acre	Seeds/ft^2	% of Mix by Seeds/ft^2
Bottlebrush Sedge	Carex comosa		3.57%	0.25	2.75	1.64%
Fringed Sedge	Carex crinita		5.71%	0.40	3.38	2.01%
Pointed-broom Sedge	Carex scoparia		2.86%	0.20	6.17	3.68%
Common Fox Sedge	Carex stipata		2.86%	0.20	2.50	1.49%
Brown Fox Sedge	Carex vulpinoidea		2.86%	0.20	7.35	4.38%
Canada Wild Rye	Elymus canadensis		11.86%	0.83	1.59	0.95%
Virginia Wild Rye	Elymus virginicus		17.86%	1.25	1.93	1.15%
Fowl Manna Grass	Glyceria striata		0.29%	0.02	1.18	0.70%
Dudley's Rush	Juncus dudleyi		0.29%	0.02	23.51	14.01%
Fowl Bluegrass	Poa palustris		11.14%	0.78	37.25	22.20%
Little Bluestem	Schizachyrium scoparium		17.14%	1.20	6.61	3.94%
Graminoid Total			**76.43%**	**5.35**	**94.20**	**56.16%**
Canada Anemone	Anemone canadensis	May-Jun	1.29%	0.09	0.27	0.16%
Canada Milkvetch	Astragalus canadensis	Jun-Aug	2.65%	0.19	1.16	0.69%
Nodding Bur Marigold	Bidens cernua	Jun-Sep	0.65%	0.05	0.35	0.21%
Southern Blue Flag Iris	Iris virginica shrevei	May-Jul	1.29%	0.09	0.03	0.02%
Great Blue Lobelia	Lobelia siphilitica	Jul-Oct	1.03%	0.07	13.28	7.91%
Monkey Flower	Mimulus ringens	Jun-Sep	0.52%	0.04	30.54	18.20%
Virginia Mountain Mint	Pycnanthemum virginianum	Jun-Sep	1.29%	0.09	7.30	4.35%
Black-eyed Susan	Rudbeckia hirta	Jun-Oct	3.55%	0.25	8.40	5.01%
Calico Aster	Symphyotrichum lateriflorum	Aug-Oct	0.77%	0.05	4.98	2.97%
Ohio Spiderwort	Tradescantia ohiensis	May-Jul	3.23%	0.23	0.66	0.40%
Blue Vervain	Verbena hastata	Jul-Sep	2.14%	0.15	5.12	3.05%
Golden Alexanders	Zizia aurea	Apr-Jun	5.16%	0.36	1.46	0.87%
Forb Total			**23.57%**	**1.65**	**73.54**	**43.84%**
Mix Total			**100.00%**	**7.00**	**167.74**	**100.00%**

9. Pollinator Scorecard

Illinois Solar Site Pollinator Habitat Planning Form

Use this form as a draft before completing the *Illinois Planned Pollinator Habitat on Solar Sites Scorecard* online

In Between and Under Solar Panels

1. PLANNED PLANT DIVERSITY IN ROWS & UNDER SOLAR ARRAY (choose up to 2)
   - ☐ 4-6 species +5 pts
   - ☑ 7 or More species +8 pts
   - ☑ All Native Species (minimum 4 species) +10 pts

Perimeter and Buffer Area

2. VEGETATIVE BUFFER PLANNED ADJACENT TO THE SOLAR SITE (choose all that apply)
   - ☑ Buffer planned outside of array fencing +5 pts
   - ☐ Buffer is 30-49ft wide measured from array fencing +5 pts
   - ☐ Buffer is at least 50ft wide measured from array fencing +10 pts
   - ☑ Buffer has Native shrubs/trees that provide food for wildlife +5 pts

3. SEEDS USED FOR NATIVE PERIMETER & BUFFER AREAS (choose all that apply)
   - ☑ Mixes are seeded using at least 20 seeds per square foot of Pure Live Seed or 40 Seeds per square foot on slopes > 5% +10 pts
   - ☐ All seeds are from a source within 150 miles of site +5 pts
   - ☐ At least 2% milkweed cover is planned to be established from seeds/plants +5 pts

4. PLANNED # OF NATIVE SPECIES IN SITE PERIMETER & BUFFER AREA (species with more than 1% cover)(choose 1)
   - ☐ 5-10 species +2 pts
   - ☐ 10-15 species +5 pts
   - ☐ 16-20 species +10 pts
   - ☑ >20 species +15 pts

Exclude invasive and non-native plant species from total

5. PLANNED PERCENT OF PERIMETER & BUFFER AREA DOMINATED BY NATIVE PLANT SPECIES (choose 1)
   - ☐ 26- 50 % +2 pts
   - ☑ 51-75 % +10 pts
   - ☑ More than 75% +15 pts

Whole Site

6. PLANNED PERCENT OF SITE VEGETATION COVER TO BE DOMINATED BY DESIRABLE WILDFLOWERS (choose 1)
   - ☑ 26- 50 % +2 pts
   - ☐ 51-75 % +10 pts
   - ☐ More than 75% +15 pts

7. PLANNED SEASONS WITH AT LEAST THREE BLOOMING NATIVE SPECIES PRESENT (choose all that apply)
   - ☑ Spring (April-May) +5 pts
   - ☑ Summer (June-August) +5 pts
   - ☑ Fall (September-October) +5 pts

8. HABITAT SITE PREPARATION PRIOR TO IMPLEMENTATION (choose all that apply)
   - ☑ Soil preparation done to promote germination and reduce erosion as appropriate for the site. +10 pts
   - ☑ Measures taken to control weeds prior to seeding +10 pts
   - ☐ None -10 pts

9. AVAILABLE HABITAT COMPONENTS WITHIN 0.25 MILES (choose all that apply)
   - ☐ Native bunch grass for bee nesting +2 pts
   - ☑ Native trees/shrubs for bee nesting +2 pts
   - ☑ Clean, perennial water sources +2 pts
   - ☐ Created habitat nesting features +2 pts

10. SITE PLANNING AND MANAGEMENT(choose all that apply)
    - ☑ Detailed establishment and management plan developed +10 pts
    - ☐ Signage legible at forty or more feet stating "pollinator friendly solar habitat" +3 pts

11. INSECTICIDE RISK (choose all that apply)
    - ☐ Planned on-site use of insecticide or pre-planting seed/plant treatment (excluding buildings/electrical boxes, etc.) -40 pts
    - ☐ Communication/registration with local chemical applicators or on www.fieldwatch.com to prevent drift +5 pts

Total Points: 119

Meets Preliminary Pollinator Standards - 85
Provides Exceptional Habitat - 110 and higher

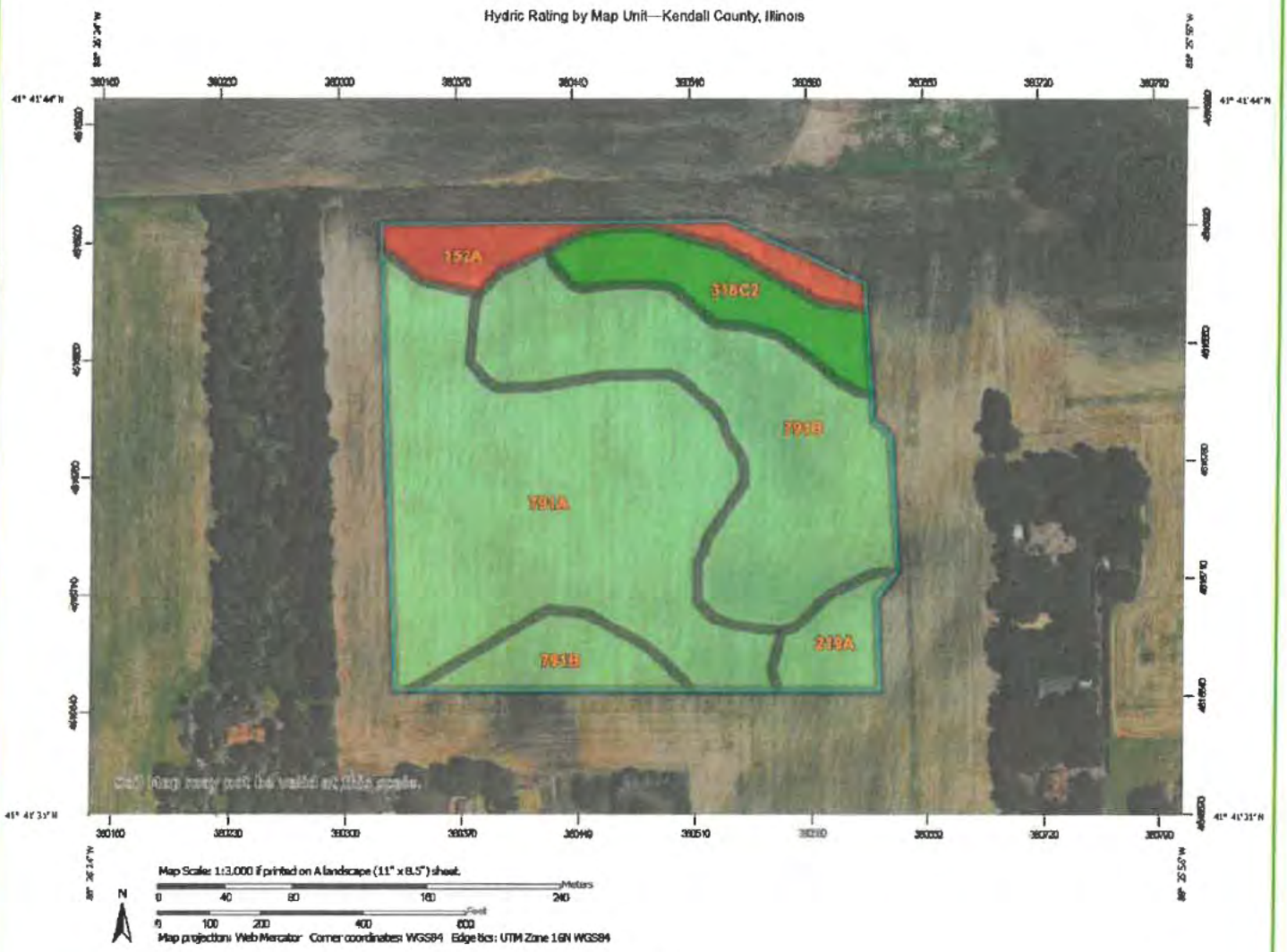
Owner: Zepelak CSG 1
Vegetation Consultant: Natural Resource Services, Inc
Project Location: Yorkville, Illinois
Project Size: 20.1 acres
Final Seeding Date: May 2026

This form is designed (with the help of the Solar Site Pollinator Guidelines found on IDNR's website) to guide owners or managers of solar sites to meet the requirements to be able to claim a site is pollinator friendly according to the "Pollinator Friendly Solar Site Act (525 ILCS 55)". This form is for company records only and does not grant the title of a Pollinator Friendly Solar Site until the "Illinois Planned Pollinator Habitat on Solar Sites Scorecard" is completed with a score of 85 or higher on IDNR's website. This preliminary recognition is good for 3yrs, after which the "Established Pollinator Habitat on Solar Sites Scorecard" will need to be completed every 5 years to maintain recognition as a Pollinator Friendly Solar Site

12/3/2019

Natural Resource Services

10. Soils Maps



Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

3/3/2025
Page 1 of 5

Natural Resource Services

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Lines
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Points
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kendall County, Illinois
Survey Area Data: Version 21, Aug 21, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 18, 2020—Jul 3, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
152A	Drummer silty clay loam, 0 to 2 percent slopes	100	1.4	6.8%
219A	Millbrook silt loam, 0 to 2 percent slopes	3	0.8	4.2%
318C2	Lorenzo loam, 4 to 6 percent slopes, eroded	0	1.7	8.7%
791A	Rush silt loam, 0 to 2 percent slopes	6	8.9	44.6%
791B	Rush silt loam, 2 to 4 percent slopes	6	7.1	35.6%
Totals for Area of Interest			20.0	100.0%

Natural Resource Services

E.

USA Energy Independence 1 LLC
Decommissioning Plan

Enterprise Energy, LLC

[redacted]

DECOMMISSIONING PLAN

The Solar Garden consists of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the Solar Garden reaches the end of its operational life, the component parts will be dismantled and recycled as described below. We have a lease contract with the property owner, which requires us to decommission and restore the site at our expense. The decommissioning plan would commence at the end of the lease term or in the event of twelve (12) months of non-operation. At the time of decommissioning, the Solar Garden components will be dismantled and removed using minimal impact construction equipment, and materials will be safely recycled or disposed of. USA Energy Independence 1 LLC will be responsible for all the decommissioning costs.

REMOVAL PROCESS

The decommissioning of the Solar Garden proceeds in the following reverse order of the installation:

1. The solar system will be disconnected from the utility power grid
2. PV modules will be disconnected and removed
3. Electrical cables will be removed and recycled off-site
4. PV module racking will be removed and recycled off-site
5. PV module support posts will be removed and recycled off-site
6. Electrical devices, including transformers and inverters, will be removed and recycled off-site
7. Concrete pads will be removed and recycled off-site
8. Fencing will be removed and recycled off-site
9. Reclaim soils in the access driveway and equipment pad areas by removing imported aggregate material and concrete foundations; replace with soils as needed

The Solar Garden site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There are no permanent changes to the site, and it will be returned in terrific condition. This is one of the many great things about community solar gardens. If desired, the site. can return to productive farmland after the system is removed.

ENTERPRISE ENERGY

DECOMMISSIONING CONSIDERATIONS

We ask that Kendall County take note of 3 important considerations: 1) a community solar garden is not a public nuisance, 2) the resale and recycle value are expected to greatly offset the cost of decommissioning, and 3) Kendall County and taxpayers are not at risk.

1) Our modules do not contain hazardous materials and the Solar Garden is not connected to government utilities (water, sewer, etc.). The Solar Garden will be fenced in for security and will be sheltered from sight with new screening. Additionally, almost all the land is permanent vegetation which improves erosion control, soil quality, and water quality. For these reasons, the Solar Garden, whether operational or non-operational, is not a public nuisance threat that would require government involvement in decommissioning or removal of the Solar Garden. Compare this to an abandoned home, barn, etc. that may regularly include hazardous materials and/or become a public nuisance.

2) Upon the end of the Solar Garden's life, the component parts may be resold and recycled. The aggregate value of the equipment is expected to greatly offset the cost of decommissioning and removal. Solar modules, for example, have power output warranties guaranteeing a minimum power output in Year 25 of at least 80% of Year 1. Since the value of solar panels is measured by their production of watts and the value of electricity, it is easy to calculate expected resale value. Even using extremely conservative assumptions, the value of the solar modules greatly offsets the cost of decommissioning. This does not factor in the recycle value of other raw materials like steel, copper, etc.

3) In the extremely unlikely, "worst-case" scenario where (1) the Solar Garden Owner fails to decommission and neither our lender nor any power generation entities want the assets, and then (2) the landowner fails to decommission the Solar Garden (which the landowner would have the right to do under the Property lease), and then (3) the decommissioning financial surety was insufficient to decommission the Solar Garden, Kendall County would have its standard police powers to enforce decommissioning. If that process ultimately resulted in Kendall County gaining ownership of the property, Kendall County could sell the parcel which would absolutely exceed the decommissioning cost.

DECOMMISSIONING FINANCIAL SURETIES

Despite the considerations of 1) the Solar Garden is not a public nuisance, 2) the resale and recycle value is expected to greatly offset the cost of decommissioning, and 3) Kendall County and taxpayers are not at risk, we are cognizant that Kendall County will require the posting of a bond, letter of credit, or the establishment of an escrow account as a condition of issuing USA Energy Independence 1 LLC a Conditional Use Permit. Of course, Kendall County would be the beneficiary of any required security.

We are offering a $50,000 bond for a decommissioning financial surety, to Kendall County.

ENTERPRISE ENERGY

This financial surety provides an extra layer of security that the Solar Garden site will be returned to the appropriate condition at the end of the Solar Garden's useful life or earlier, should the Solar Garden cease operations for a twelve-month period. Kendall County will be the designated beneficiary of the fund and the landowner will be provided a copy of the document, thereby establishing the obligation before construction commences.

INSURANCE INFORMATION

USA Energy Independence 1 LLC will be required to meet insurance requirements under long-term contracts with several parties, including the site landowner, the electric utility, and its Solar Garden lenders and investors. USA Energy Independence 1 LLC will be listed on a policy that includes:

- Liability coverage that will include $1,000,000 in coverage against damage to rented property Excess liability coverage of an additional $1,000,000 per occurrence
- Property coverage in an amount necessary to cover the value of the Solar Garden and up to one year of lost revenue in the event the project is destroyed and needs to be rebuilt.

1.0 DECOMMISSIONING PLAN

1.1 General

USA Energy Independence 1 LLC is a proposed 7.151-megawatt direct current (MW-dc) or 5.0-megawatt alternating current (MW-ac) solar electric generating facility using ground-mounted photovoltaic panels located in Kendall County, IL. The facility will be located in a fenced area of approximately 20 acres. The vast majority of the site is currently in agricultural use, most of it farmed in row crops. Following decommissioning of the facility, the land will be restored to its pre-construction condition to the extent practicable.

The decommissioning plan (plan) presents the following provisions that are intended to ensure that facilities are properly removed after their useful life. The plan includes provisions for the complete removal of all structures, foundations, underground cables, transformers, inverters, foundations, and the restoration of soil and vegetation. The Contractors will comply with the requirements of all permits during the decommissioning process. Disposal of structures and foundations will comply with any applicable County Solid Waste regulations.

1.2 Decommissioning and Reclamation

Solar projects typically have a life span of approximately 30-40 years, though some replacing or updating of equipment may occur during that time frame. The Solar Garden Owner will be responsible for the removal of all aboveground and underground equipment to full depth within

the Project area at the end of the solar project life span. The Solar Garden Owner will restore and reclaim the site to pre-construction topography and topsoil to the extent practical.

Decommissioning includes removing the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access road, security fence, and any drainage structures are also included in the scope. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

After all the equipment is removed, any holes or voids created by poles, concrete pads, and other equipment will be filled in with native soil to the surrounding grade and the site will be restored to pre-construction conditions, to the extent practicable. All access roads and other areas compacted by the equipment will be de-compacted to a depth necessary to ensure drainage of the soil and root penetration prior to fine grading and tilling to a farmable condition.

1.3 List of Decommissioning Activities

1.3.1 Timeline

Decommissioning is estimated to take approximately 25-30 weeks to complete. The decommissioning crew(s) will ensure that all equipment and materials are recycled or disposed of properly.

1.3.2 Removal and Disposal of Site Components

The removal and disposal details of the site components are found below.

Modules: Modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed, palletized, and shipped to an offsite facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal.

Racking: Racking and racking components will be disassembled and removed from the steel foundation posts, processed to an appropriate size, and sent to a metal recycling facility.

Steel Foundation Posts: All structural foundation steel posts will be pulled out to full depth, removed, processed to an appropriate size, and shipped to a recycling facility. The posts can be removed using backhoes or similar equipment. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for vegetation.

Overhead and Underground Cables and Lines: All underground cables and conduits will be removed to full depth in a way that will not impede the reintroduction of farming. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted per standards. Topsoil will be redistributed across the disturbed area. Overhead lines will be removed from the project and taken to a recycling facility.

Inverters, Transformers, and Ancillary Equipment: All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards.

Equipment Foundation and Ancillary Foundations: The ancillary foundation for USA Energy Independence 1 LLC are pile foundations for the equipment pads. As with the solar array steel foundation posts, the foundation Piles are typically removed full depth using a vibratory hammer mounted on a backhoe or similar type of equipment. During the excavation, the topsoil will be segregated from the subsoil, so that the soil can be replaced in the excavation and compacted to restore the pre-construction soil profile. Duct banks will be excavated to full depth. All unexcavated areas compacted by equipment used in decommissioning will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density similar to the surrounding soils. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards.

Fence: All fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-solar farm conditions to the extent feasible.

Access Roads: Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the Landowner, using the following process:

1) After final clean-up, access roads may be left intact through mutual agreement of the landowner and the Owner.

2) If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. All internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. Any ditch crossing connecting access roads to public roads will be removed unless the landowner requests it remains. The subgrade will be de-compacted using a chisel plow or other appropriate subsoiling equipment.

All rocks larger than four inches will be removed. The access roads and adjacent areas that are compacted by the equipment will be de-compacted.

1.3.3 Restoration/Reclamation of Site

The Owner will restore and reclaim the site to the pre-solar farm condition to the extent practical consistent with the site lease agreement. The Owner assumes that most of the site will be returned to farmland and/or pasture after decommissioning and will implement appropriate measures to facilitate such uses. If no specific use is identified, the Owner will vegetate the site with a seed mix approved by the local soil and water conservation district or similar agency. The goal of restoration will be to restore natural hydrology and plant communities to the extent practicable while minimizing new disturbance and removal of native vegetation. The decommissioning effort will implement best management practices (BMPs) to minimize erosion and to contain sediment on the Project to the extent practicable with the intent of meeting this goal include:

1. Minimize new disturbance and removal of native vegetation to the greatest extent practicable.

2. Remove solar equipment and all access roads up to full depth, backfill with subgrade material and cover with suitable topsoil to allow adequate root penetration for plants, and so that subsurface structures do not substantially disrupt groundwater movements.

3. Any topsoil that is removed from the surface for decommissioning will be stockpiled to be reused when restoring plant communities. Once decommissioning activity is complete, topsoil will be re-spread to assist in establishing and maintaining plant communities.

4. Stabilize soils and return them to agricultural use according to the lease agreements.

5. Prior to and after decommissioning activities, install erosion and sediment control measures, such as silt fences, bio-rolls, and ditch checks in all disturbance areas where the potential for erosion and sediment transport exists, consistent with stormwater management objectives and requirements.

Decommissioning and restoration activities at each site will be completed within 5-6 weeks after the solar energy farm is considered a discontinued use.

1.4 Post-Restoration Monitoring

Decommissioning of the site will comply with permits for the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Construction Storm Water (CSW) Permit, Spill Containment, and Countermeasure (SPCC) Plan, and Storm Water Pollution

Prevention Plan (SWPPP), if grading activities are necessary and exceed applicable permit thresholds. Decommissioning may include post-restoration monitoring as required by the NPDES/SDS CSW Permit and SWPPP and other applicable requirements.

Decommissioning Costs Table

Project Name: USA Energy Independence 1 LLC
Date: Feb 17, 2025
Project Size 7.151 MW-DC | 5MW-AC

	Quantity	*Unit*	*Unit Price*	*Line Item Price*
Mobilization/Demobilization	1	Lump Sum	**$33,114**	**$33,114**
Mobilization was estimated to be approximately 7% of total cost of other items. This number was developed from speaking with contractors.				
Permitting				
State Permits	1	Lump Sum	$10,000	$10,000
Subtotal Permitting				**$10,000**
Decommissioning will require a SWPPP and SPCC plan, cost is an estimate of the permit preparation cost.				
Civil Infrastructure				
Removal Gravel Surfacing from Road	642.30	Cubic Yards	$2.59	$1,663.55
Haul Gravel Removed from Road	642.30	Cubic Yards	$5.44	$3,494.09
Disposal of Gravel Removal from Road	959	Tons	$0.00	$0.00
Removal Geotextile Fabric from Road Area	2,889	Square Yards	$1.40	$4,044.44
Haul Geotech Fabric Removed from Beneath Access Roads	0.80	Tons	$3.99	$3.18
Disposal of Geotech Fabric Removed from Beneath Access Roads	0.80	Tons	$81.00	$64.53
Removal Culvert from Beneath Road	1	Each	$1,200.00	$1,200.00
Haul Culvert Removed from Road	1	Each	$3.99	$3.99
Disposal of Culverts	1	Each	$24.30	$24.30
Grade Road Corridor (Re-spread Topsoil)	1,300	Linear Feet	$1.59	$2,067.00
Erosion and Sediment Control for Road Restoration	1,300	Linear Feet	$3.29	$4,277.00
Till to Farmable Condition	0.597	Acres	$402.87	$240.46
Removal of Security Fence	3,630	Linear Feet	$12.43	$45,120.90
Subtotal Civil Infrastructure				**$62,203.44**
Structural Infrastructure				
Removal Steel Foundation Posts (Arrays, Equipment, Met Towers)	1241	Each	$13.38	$16,606.94
Haul Tracker Steel Post	91	Tons	$10.24	$933.65
Removal Fixed Tilt Racking	505	Each	$20.00	$10,100.00
Haul Fixed Tilt Racking	118	Ton	$10.24	$1,207.03
Subtotal Structural Infrastructure				**$28,847.62**
Steel removal costs were calculated by using information from array manufacturers for installation rates and using the same rates to calculate total days to remove equipment. Hauling calculations are based on the locations of metals recyclers.				
Electrical Collection/Transmission System				
Removal of PV Modules	12,120	Each	$5.27	$63,872.40
Haul PV Modules for Disposal	313	Tons	$3.99	$1,250.02
Disposal of PV Modules	313	Tons	$81.00	$25,376.25
Removal of Inverters	10	Each	$48.00	$480.00
Removal of PCU Station (Inverters/Panelboard/Transformer)	1	Each	$4,000.00	$4,000.00
Haul PCU Equipment to Recycler	1	Each	$230.50	$230.50
Remove Equipment Pad and Foundations	1	Each	$784.49	$784.49
Haul Concrete Foundations	10	Tons	$3.99	$39.90
Disposal of Concrete from Transformer Foundation	10	Tons	$81.00	$810.00
Remove, Haul, and Dispose of Timber Transmission Poles	7	Each	$1,000.00	$7,000.00
Remove and Haul MV Power Cables	1100	Linear Feet	$18.14	$19,954.00
Removal of DC Collector System Cables (copper)	5	Per MW AC	$1,950.00	$9,750.00
Removal of Underground (AC) Cables	1250	Linear Foot	$2.70	$3,375.00
Load and Haul Cables for Recycling	12.02	Ton	$8.25	$99.16
Subtotal Electrical Collection/Transmission System				**$137,021.71**

Electrical removal costs of PV Modules and Combiner Boxes were based on industry standards for installation rates of a two man work crew. PCU Station, MV Equipment and Scada Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and contractor provided information on installation rates. Cable removal assumed using trenching, standard industry production rates.

Site Restoration				
Stabilized Construction Entrance	1	Each	$2,000.00	$2,000.00
Perimeter Controls	3,630	Linear Feet	$3.29	$11,942.70
Till to farmable condition at array areas and basin	20	Acres	$150.48	$3,009.60
Clearing and grubbing for Trees	0.44	Acres	$7,259.43	$3,194.15
Remove Sedimentation Basin	1	Each	$2,332.60	$2,332.60
Subtotal Site Restoration				**$22,479.05**
Site restoration costs are based on past solar project experience.				
Project Management				
Project Manager - half time	25	Weeks	$1,900.00	$47,500.00
Superintendent	25	Weeks	$3,525.00	$88,125.00
Field Engineer	25	Weeks	$2,325.00	$58,125.00
Clerk	25	Weeks	$750.00	$18,750.00
Subtotal Project Management				**$212,500.00**
Standard industry weekly rates from RS Means 2 week schedule used				
Subtotal Demolition/Removals				**$506,165.45**
Contingency (10%)				$50,616.55
Total Demolition/Removals				**$556,782.00**
Salvage				
Fencing	51	Tons	$348.75	$17,723.48
Steel Posts	91	Tons	$348.75	$31,797.79
Module Racking	118	Tons	$348.75	$41,108.65
PV Modules	12,120	Each	$32.76	$397,051.20
Inverters and Transformers	1	Each	$8,904.18	$8,904.18
Scada Equipment	1	Each	$1,000.00	$1,000.00
DC Collection Lines	27,000	Pounds	$0.75	$20,250.00
AC Collection Lines	18000	Pounds	$0.38	$6,840.00
Salvage values are a combination of the following factors; current market metal salvage prices, current secondary market for solar panel module recycling, discussions with national companies that specialize in recycling and reselling electrical transformers and inverters, and the assumption that care is taken to prevent any damage or breakage of equipment				
Subtotal Salvage				**$524,675.30**
Net Demolition Minus Salvage				**$32,106.70**

Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

Decommissioning Assumptions

To develop a cost estimate for the decommissioning of the Project, the following assumptions and pricing references were utilized. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet.

1. The projected life of the Project is 25-35 years.

2. Decommissioning will utilize a full-time Project Manager or support staff.

3. Common labor will be used for most of the tasks except for heavy equipment operation.

4. Mobilization was estimated at approximately 7% of the total cost of other items.

5. Permit applications required include the preparation of a Storm Water Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.

6. Road gravel removal was estimated on a time and material basis using a 16-foot width and an 8-inch thickness for the access roads. Because the material will not remain on-site, a hauling cost is added to the removal cost. Road aggregate can often be disposed of by giving to landowners for use on driveways and parking areas. Many landfills will accept clean aggregate for use as "daily cover" and do not charge for the disposal.

7. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on-site to replace the aggregate removed from the road.

8. Erosion and sediment control along roads reflect the cost of silt fence on the downhill side of the roads and surrounding all on-site wetlands.

9. In most cases, topsoil is required to be stockpiled on the Project site during construction, therefore any such stockpiled topsoil can be used to replace the road aggregate, once removed. This will help in eliminating the costs for any borrowed landfill. Tilling to an agriculture-ready condition is estimated at $402.87 per acre (based on DOT bid prices for Soil Bed Preparation). The majority of the Project area is assumed to be tilled to an agriculture-ready condition. Because decommissioning activities are not expected to eliminate the grasses and vegetation under the arrays or heavily compact the soils the restoration effort is expected to be limited. Array areas left as pasture will require little restoration effort because the arrays will have been planted with native plants and pollinator seed mixes. As a result, the soils will have been rejuvenated by having been removed from intensive farming.

10. Fence removal includes loading, hauling, and recycling or disposal. The fence and posts weigh approximately 10 pounds per foot.

11. Array support posts are generally lightweight "I" beam sections installed deep into the ground. Crew productivity is approximately 30 posts per hour, and the same crew and equipment should have similar productivity removing the posts, resulting in a per ton cost of approximately $13.38. When salvage values have not been recognized the costs for processing metal to size and the hauling cost to a more distant recycling facility are generally not included, but the minimum decommissioning financial security controls by such a large margin that the lower price for removals and freight are not shown.

12. The underground collector system cables are placed in trenches with a minimum of four feet of cover.

13. To reduce tracking of sediment off-site by trucks removing materials, we have included a stabilized construction entrance price to the "Site Restoration" section based on state DOT bid prices for similar items.

14. Perimeter control pricing is based on a sediment fence placed on the downgrade side of the work area perimeters and protecting wetlands and drainage swales within the project area.

15. No topsoil will be removed from the landowner's property or used on other landowner's property during decommissioning. The majority of the Project site is not anticipated to have been compacted by heavy truck or equipment traffic so no topsoil will need to be imported, and very few areas will need to be de-compacted.

F.

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
USA Energy Independence I, LLC
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Kendall **County, Illinois**

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

USA Energy Independence I, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5 MW Commercial Solar Energy Facility in Kendall County [GPS Coordinates: 41.6413934364 -88.4396233334], which will consist of up to 20.0 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and USA Energy Independence I, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Kendall County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

[redacted]

By: Jerry Costello II, Director

[redacted]

By Clay Nordsiek, Deputy General Counsel

801 E. Sangamon Avenue,
State Fairgrounds, POB 19281
Springfield, IL 62794-9281

2/7, 2025

USA Energy Independence I, LLC

[redacted]

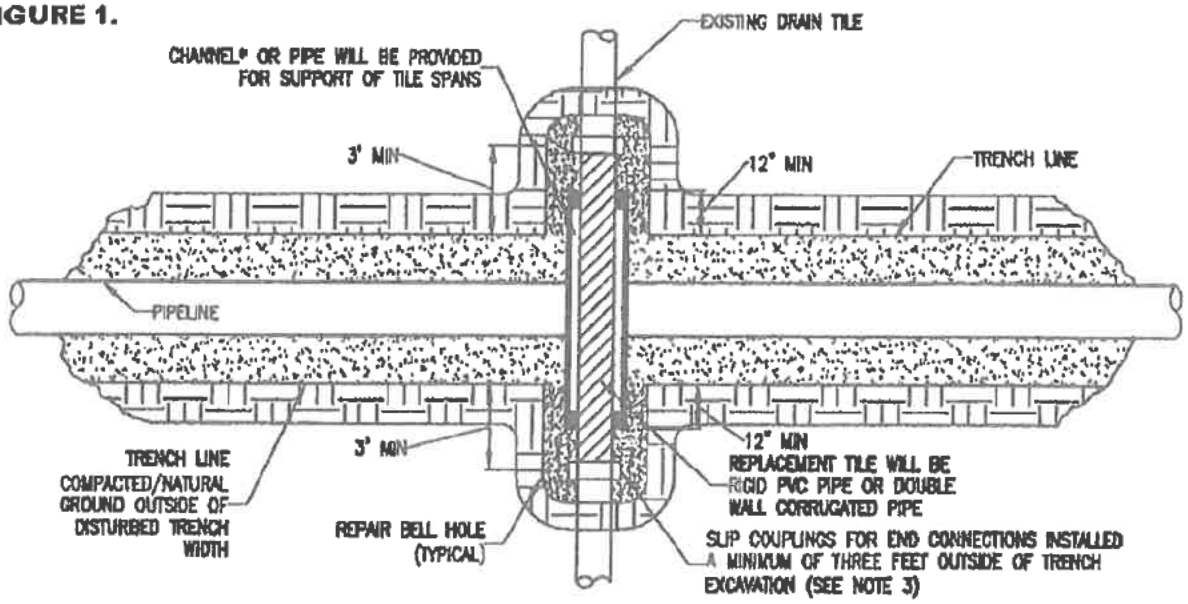
By Daniel J. Gorman

[redacted]

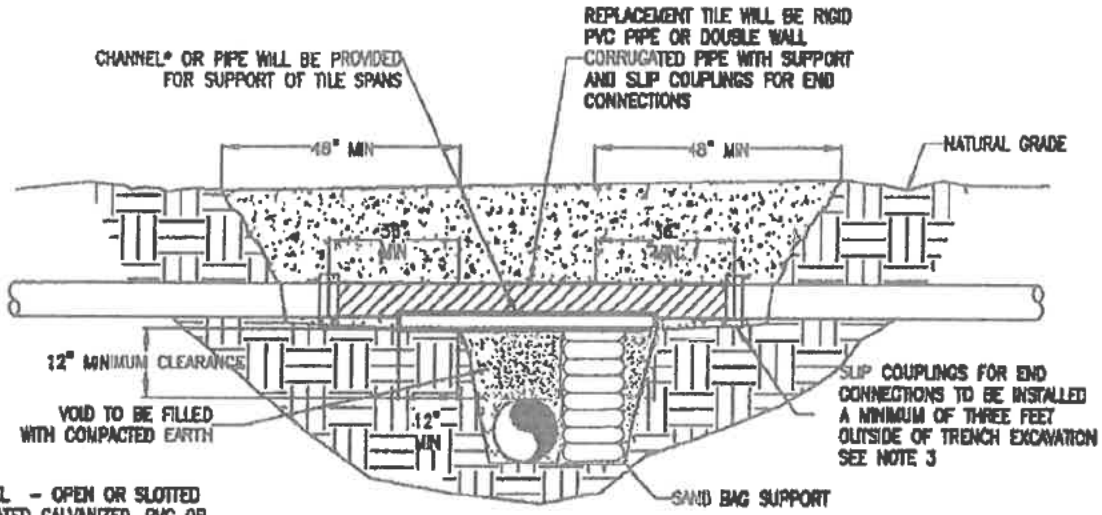
Address

January 10th, 2025

FIGURE 1.



PLAN
N.T.S.



*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

CROSS SECTION
N.T.S.

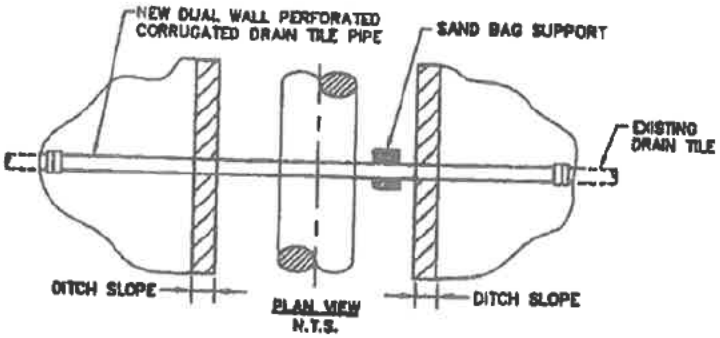
NOTE:

1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

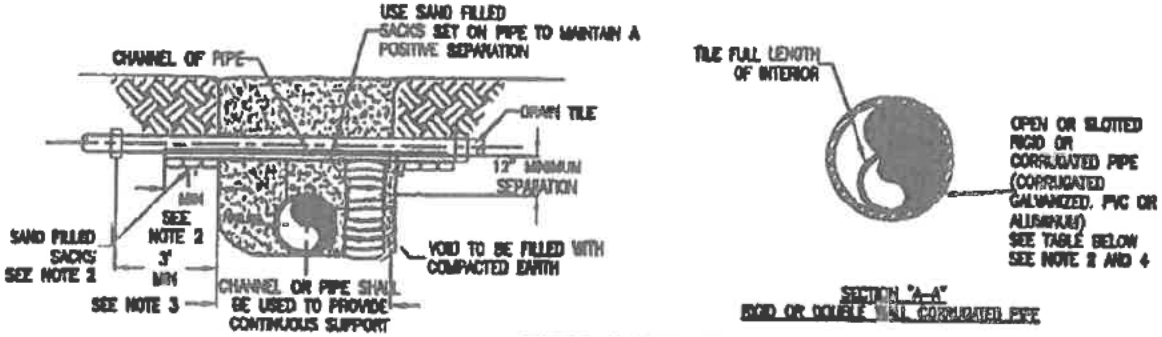
PAGE 1 of 2

FIGURE 2.



PLAN VIEW
N.T.S.

PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4'-5"	5" @ 6.7 #/ft	6"	STD. WT.
6'-9"	7" @ 9.8 #/ft	9'-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.

2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).

3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.

4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.

5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.

6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.

7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

PAGE 2 of 2

Matt Asselmeier

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Monday, January 27, 2025 1:16 PM
To: Dan Gorman
Cc: bolson@yorkville.il.us
Subject: RE: Enterprise Energy - Revised Site Plan

Importance: High

Good Afternoon Dan,

I have had the opportunity to follow up with the City Administrator, and the general consensus is that staff would not support the proposed solar farm plan for annexation and development within Yorkville for the following reasons:

- The parcel is directly adjacent to several residential homes to the south, east, and west.
- The proposed plan does not meet the City's required minimum setback of 1,000 feet from the roadway; the plan currently proposes a setback of approximately 800 feet from Corneils Road. Corneils Road is designated as a potential future major east/west collector roadway in Yorkville.
- The location of the solar panels is adjacent to a suspected wetland area to the north.
- The plan includes five new utility poles proposed near existing residential properties to the east.

Additionally, the City does not intend to engage in a pre-annexation agreement for this development, even if the project proceeds under Kendall County's jurisdiction. I hope this provides clarity and direction regarding the proposal. Please let me know if you have any further questions.

Best Regards,

Krysti J. Barksdale-Noble, AICP
(she/her)
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8573
(630) 742-7808
www.yorkville.il.us

From: Dan Gorman <[redacted]>
Sent: Monday, January 13, 2025 9:29 AM
To: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Subject: Enterprise Energy - Revised Site Plan

Good Morning,

Thank you for discussing our proposal and potential pre-annexation agreement this morning. Please find attached the preliminary site plan. We have moved the facility significantly North and added a substantial amount of screening.

Matt Asselmeier

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Tuesday, March 25, 2025 2:01 PM
To: Matt Asselmeier
Cc: Seth Wormley; Christina Burns; bolson@yorkville.il.us
Subject: RE: [External]Zepelak Community Solar Garden

Hello Matt,

Please see responses to your questions below:

Does Yorkville have a trail planned along the eastern border of this property? Not to my knowledge.

Would Yorkville want a ROW dedication for a trail along Corneils Road? We would want a dedicated 40' right of way along the frontage of this subject property, but not specifically for trails.

Let me know if you have any additional questions.

Best Regards,

Krysti J. Barksdale-Noble, AICP
(she/her)
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8573
(630) 742-7808
www.yorkville.il.us

Matt Asselmeier

From: bristoltwsp@comcast.net
Sent: Wednesday, April 2, 2025 10:31 AM
To: Matt Asselmeier
Subject: RE: [External]Zepelak Community Solar Garden

Good morning,

Based on the information below, there is not an objection to the ROW dedication.

Thanks,
Kate
Admin Assistant
Bristol Township,Highway Department
630-553-0101
bristoltwsp@comcast.net
P.O. Box 165
9075 Corneils Road
Bristol, IL 60512

> **From:** Matt Asselmeier <masselmeier@kendallcountyil.gov>
> **Sent:** Tuesday, March 25, 2025 02:55 PM
> **To:** Robert Walker (bristoltwsp@comcast.net) <bristoltwsp@comcast.net>
> **Subject:** FW: [External]Zepelak Community Solar Garden
>
> Since Corneils Road is presently a township road, does Bristol Township have any objections to the ROW dedication as outlined in the following email?
>
> Thanks,
>
> Matthew H. Asselmeier, AICP, CFM
> Director
> Kendall County Planning, Building & Zoning
> 807 West John Street
> Yorkville, IL 60560-9249
> PH: 630-553-4139
> Fax: 630-553-4179
>
> **From:** Krysti Barksdale-Noble <knoble@yorkville.il.us>
> **Sent:** Tuesday, March 25, 2025 2:01 PM
> **To:** Matt Asselmeier <masselmeier@kendallcountyil.gov>
> **Cc:** Seth Wormley <swormley@kendallcountyil.gov>; Christina Burns <cburns@kendallcountyil.gov>; bolson@yorkville.il.us
> **Subject:** RE: [External]Zepelak Community Solar Garden
>
> Hello Matt,
>
> Please see responses to your questions below:

I.

March 3, 2025

Mr. Jeff Krutchen
Chief Archaeologist
Illinois State Historic Preservation Office, IDNR
One Natural Resources Way
Springfield, IL 62702

Subject: Literature Search and Archaeological Assessment for the *USA Energy Independence 1, LLC*, Kendall County, Illinois

Dear Mr. Krutchen,

This letter report provides a summary of a cultural resources literature search and assessment of archaeological potential for the USA Energy Independence 1, LLC (Project), located within the city of Yorkville, Kendall County, Illinois. This report is intended to initiate communication with the Illinois State Historic Preservation Office (IL SHPO), request an IL SHPO project log number, and receive IL SHPO determination of jurisdiction under Section 6 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17IAC 4180).

PROJECT DESCRIPTION

The proposed Project will produce up to 5MW. Ground between rows of photovoltaic generators will be planted with seed and vegetation maintenance will occur for the life of the Projects. The lifespan of solar equipment can be up to 40 years, with an energy contract between 20 and 25 years.

LOCATION

The Project parcel, encompassing approximately 36.9 acres, is located within an agricultural field within Yorkville, IL in Section 9 and 16, T37N:R7E (Review Area) (Maps 1-2). The Review Area is located entirely on a rolling, agricultural landform, bound by Corneils Road and residential development to the south, a wooded parcel to the west, residential development to the east, and open farmland to the north (Map 3).

The Review Area is based on the entirety of the proposed Project parcel. However, once the final design of the project is received, a more restricted area of ground disturbing activities will be determined based on construction footprint. Although the Project will impact a much smaller area, the entirety of the Review Area is included within this literature review and assessment.

PURPOSE

As currently defined, the Project is not considered a federal undertaking as defined by Section 106 of the NHPA, as amended, and its implementing regulations (36 CRF 800) and is located entirely on private land. Community Solar projects are typically subject to municipal-level or county-level permitting only.

However, as part of a suit of due diligence and risk assessment studies, this cultural resource literature search was conducted in order to determine if the Review Area has the potential to

contain intact archaeological resources or historic properties that may be affected eligible for listing to the National Register of Historic Places (National Register).

LITERATURE SEARCH RESULTS

On March 3, 2025, Area M conducted a desktop review of previously recorded archaeological sites and surveys (IIAS Portal) and historic resources (HARGIS portal). Additional historical maps, as well as historical aerial photographs, topographic maps, satellite imagery, LiDAR imagery, and other sources were reviewed online. This research was conducted to identify those portions of the project area that have a higher potential for containing intact archaeological resources.

The current Review Area is located within a rolling agricultural landform (Maps 3-4). The Review Area has been cultivated historically and continues to be cultivated through present day. The surrounding landscape is dominated by cropland and rural residential development. A review of historical maps and aerial photographs indicates that other than agricultural activities, the Review Area is undisturbed (Maps 3-4).

Previous Archaeological Investigations

Background research within the IIAS Portal revealed no previous archaeological investigations have been documented within the Review Area. A total of 14 archaeological surveys are documented within a one-mile (1.6-km) radius of the Review Area, related to road corridors and development within the city of Yorkville, IL.

Previously Identified Archaeological Resources

Background research within the OSA Portal revealed 32 previously-recorded archaeological resources have been recorded within a one-mile (1.6 km) radius of the Review Area (Table 1). Of the previously identified resources, 24 are documented as prehistoric archaeological sites, four are recorded as historical archaeological sites, while four are recorded as multi-component (having both prehistoric and historical artifacts). Portions of two sites, 11KE119 and 11KE260, were previously identified within the Review Area. A brief synopsis of both of sites is included below.

11KE119

Site 11KE119 is a landowner and artifact collector reported location of Archaic projectile points first documented in 1988. The site location was identified through conversations with landowners and private collectors from the area and "Site forms filled out for this location because the landowner/collector could precisely identify it as a site, and …could identify specific artifacts in their possession as being from the site" (Henning 1988). The site collection is described as simply "Archaic points" and it was noted that the site was not visited as part of the study (Henning 1988). Only a small portion of the site is located within the current Review Area, however the site location boundaries have not been field verified.

11KE260 (Robin Stuck No. 1)

Site 11KE260 is a lithic scatter first documented within an agricultural field in 1997. The site collection included "4 flakes, 1 point fragment, 1 side-notched dart point" with the

point described as resembling a Graham Cave or Raddatz type (Kullen, 1997). Based on artifact content, the site is either a Early or Middle Archaic site. Portions of 11KE260 are located within the current Review Area, however no previous survey area or associated report could be located as part of this literature review.

Archaeological Potential

The Review Area's terrain and topography, distance to water sources and other natural resources, and other landscape conditions, both as they exist current and as they were historically, were studied to estimate the potential for the Review Area to hold unrecorded cultural resources.

Prehistoric Site Potential

A review of the IAPM probability layer indicates that the Review Area is located entirely within areas of low archaeological potential. However, a review of the landscape, environment, and topographic features suggest that topographically elevated portions of the Review Area contain moderate archaeological potential. Further, the proximity of numerous previously identified archaeological sites, along with the presence of portions of both 11KE119 and 11KE260 also suggests moderate potential for prehistoric archaeological resources.

Historical-Site Potential

A review of 19th and 20th century Public Land Survey (PLS) resources and historical aerial photographs indicates a former farmstead proximate to the Review Area to the southwest. The farmstead is present as early as 1859 and was demolished and replaced by modern development c.1983-1993. Review of current aerials and LiDAR do not indicate the presence of any surface features, and significant ground disturbing activities have occurred throughout former property. Although the core of the farmstead is located outside the Review Area, areas directly proximate the former farmstead may have moderate potential to contain historical archaeological resources.

HISTORIC AND ARCHITECTURAL RESOURCES

Background research within the HARGIS Portal revealed that no previously identified historical standing structures have been recorded within a one-mile (1.6-km) radius of the Review Area.

STANDING STRUCTURE INVENTORY

On February 3, 2024 Area M conducted a desktop review of standing structures within the Review Area and a surrounding 0.25 mile buffer. Desktop review was utilized to determine visual impact through analysis of topography, vegetation, other structures, and any other viewshed disturbance (e.g. taller hills or heavy slopes, wooded lots, and/or taller or larger structures between the Project area and identified properties).

For properties within the 0.25 mile buffer of the Review Area, date of construction was determined through using publicly available data such as county tax records, online parcel viewers, and general address searches (GLO 1842; Geo A. Ogle & Co. 1903, 1922; L.G. Bennit & J. McWilliams 1859; n.a. 1932, 1951, 1955, 1959). If no date of construction can

be determined via those resources, historical aerial photographs and plat maps are utilized to determine the closest date of construction range as possible.

A total of 45 properties were determined to be located within a 0.25 mile visual buffer of the Review Area (Table 2; Map 5). Of those, 30 properties were determined to potentially have viewsheds that would be impacted by the solar development or could be impacted in the future (Table 2; Map 5).

SUMMARY OF FINDINGS

The results of the literature review indicate that two previously identified archaeological sites (11KE119 and 11KE260) are present within the property. Neither site has been evaluated for the National Register and there is no documented evidence of previous formal archaeological survey within the Review Area.

A desktop assessment of general archaeological potential determined the Review Area is located in an area of generally moderate potential for both prehistoric and historical archaeological resources based on general topography and proximity to previously identified archaeological sites.

CULTURAL STUDY RECOMMENDATIONS

Based on the results of the literature search and desktop review, Area M recommends additional cultural study and archaeological survey of the Review Area. See below for recommended survey and study methods.

- Area M recommends the Review Area undergo Phase I archaeological survey based on the presence of previously identified archaeological resources (11KE119 and 11KE260) and moderate potential for both prehistoric and historical archaeological resources.
- Based on initial reconnaissance, Area M recommends systematic pedestrian survey at 5-m intervals of the agricultural portions of the Review Area exhibiting moderate potential for archaeological resources **IF** *greater than 40% surface visibility is present.*
- Area M recommends limited shovel testing of both 11KE119 and 11KE260 in order to determine site integrity.
- Based on the results of the Phase I survey, Phase II evaluations of portions of 11KE119 and 11KE260 may also be recommended if intact portions of the site are determined to fall within 50 feet of the final project plans area of ground disturbing activities.
- Area M recommends all standing structure properties with potentially affected viewsheds (see Table 2) undergo field documentation. Field documentation should include, photographs to IL SHPO standards as available the public right-of-way (ROW) or publicly accessible areas.

As currently defined, the Project will not utilize federal or state funds, does not require federal or state permits, and is located entirely on private land. As such, the Project is not considered a federal or state undertaking. Area M is requesting IL SHPO communication and comment, based on the current Project definition, in order to obtain an IL SHPO project log number, and receive IL SHPO determination of jurisdiction under Section 6 of the Illinois State

Agency Historic Resources Preservation Act (20 ILCS 3420 , as amended, 171AC 4180).

If you have any questions, or comments, regarding this letter report, please feel free to contact me.

Sincerely,

Area M Consulting, LLC

[redacted]

Joseph K. Pnewski
Senior Archaeologist and Principal Investigator
AREA M
612.308.9888
jpnewski@areaMconsulting.com

REFERENCES CITED

n.a.
1932 Plat Book of Kendall Co., Ill. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

1951 Farm Plat Book and Business Guide, Kendall County, Illinois. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

1955 Farm Plat Book and Business Guide, Kendall County, Illinois. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

1959 Farm Plat Book with Index to Owners, Kendall County, Illinois. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

General land Office
1842 Township No. 37N., Range No. 7 East of the 3rd Mer. Min. General Land Office, Bureau of Land Management, Department of the Interior, Washington, D.C.

Geo. A. Ogle & Co.
1903 Standard Atlas of Kendall County Illinois. Geo. A. Ogle & Co. Chicago.

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Henning, G.
1988 11KE119 Illinois Archaeological Site Recording Form. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

Henning, Burt L. and Maynard Clark
1941 Atlas and History of Kendall County, Illinois. Sponsored by Board of Supervisors of Kendall County. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

Kullen, D.
1997 11KE260 Illinois Archaeological Site Recording Form. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

L.G. Bennit & J. McWilliams
1859 Map of Kendall County Illinois. Compiled by L.G. Bennitt & J. McWilliams. Accessed on the Illinois Inventory of Archaeological Sites Online Portal.

TABLES

Table 1. Archaeological Resources within One-Mile of the Review Area

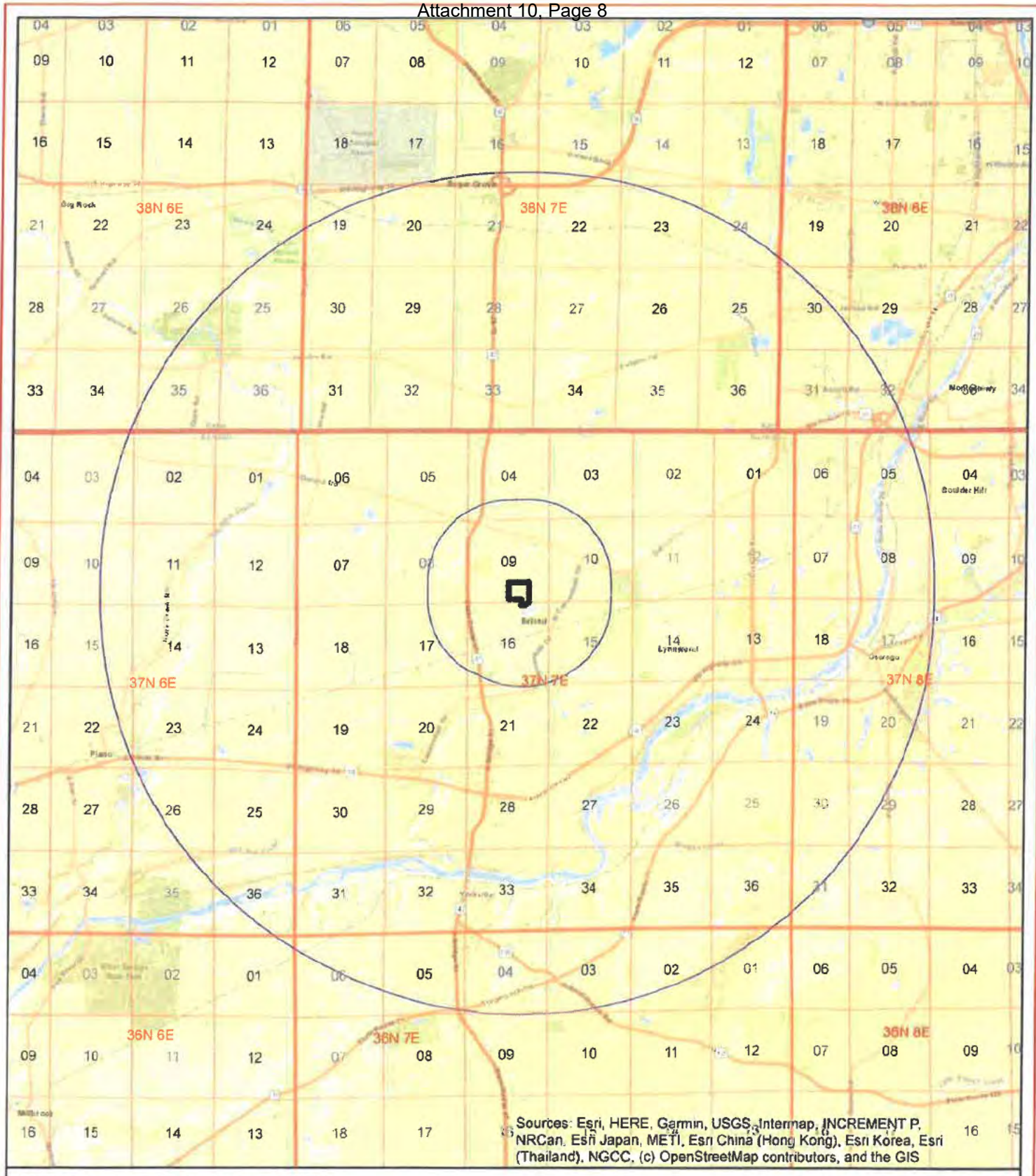
Site Num	Name	TRS	Description
11KE035	Rider Site	T37N R7E S10	Lithic Scatter
11KE038	Cusic Site #1	T37N R7E S16	Lithic Scatter
11KE039	Cusic Site #2	T37N R7E S16	Lithic Scatter
11KE040	Cusic Site #3	T37N R7E S16	Lithic Scatter
11KE041	Cusic Site #4	T37N R7E S16	Lithic Scatter
11KE042	Butchas Site #1	T37N R7E S15	Lithic Scatter
11KE106		T37N R7E S10	Lithic Scatter
11KE118		T37N R7E S9	Lithic Scatter
11KE119*		T37N R7E S9	Private Collection (Archaic Projectile Points)
11KE121		T37N R7E S16	Lithic Scatter
11KE131		T37N R7E S16	Historic Health Sanitorium Location
11KE260*	Robin Stuck No. 1	T37N R7E S16	Lithic Scatter (Archaic)
11KE364		T37N R7E S17	Extant Farmstead
11KE365		T37N R7E S17	Lithic Findspot
11KE366		T37N R7E S17	Lithic Scatter
11KE492		T37N R7E S8	Lithic Scatter
11KE493		T37N R7E S8	Lithic Scatter
11KE494		T37N R7E S8	Lithic Scatter
11KE588		T37N R7E S9	Lithic Scatter
11KE589		T37N R7E S9	Lithic Scatter
11KE590		T37N R7E S9	Lithic Scatter
11KE674		T37N R7E S5	Historical Artifact Scatter
11KE795		T37N R7E S9	Lithic Scatter
11KE796		T37N R7E S9	Lithic Scatter
11KE797		T37N R7E S9	Lithic Scatter
11KE1145		T37N R7E S16	Lithic Scatter
11KE1147		T37N R7E S9	Lithic Scatter and Historicl Artifact Scatter
11KE1148		T37N R7E S9	Lithic Scatter and Historicl Artifact Scatter
11KE1149		T37N R7E S9	Lithic Scatter and Historicl Artifact Scatter
11KE1150		T37N R7E S9	Lithic Scatter and Historicl Artifact Scatter
11KE1381		T37N R7E S8	Lithic Scatter (Archaic)
11KE1410		T37N R7E S16	Historic Farmstead with Artifact Scatter

*Located within Review Area

AREA M

Table 2. Properties within 0.25 Mile of Review Area

Map Num	Address Yorkville, IL 60560	Description	Cons. Date	Viewshed	National Register Status
0.25 Mi. of Review Area (Potential Visual Impact)					
1	9705 Corneils Rd	Residential	1989	Part Obscured	Not Eligible
2	9685 Corneils Rd	Residential	1993	Part Obscured	Not Eligible
3	9675 Corneils Rd	Residential	1999	Part Obscured	Not Eligible
4	9619 Corneils Rd	Residential	c.1939-1952	Part Obscured	Uneval.
5	9559 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
6	9499 Corneils Rd	Residential	1986	Unobscured	Not Eligible
7	9485 Corneils Rd	Residential	2000	Unobscured	Not Eligible
8	9463 Corneils Rd	Residential	1992	Unobscured	Not Eligible
9	9439 Corneils Rd	Residential	1987	Unobscured	Not Eligible
10	9417 Corneils Rd	Residential	1989	Unobscured	Not Eligible
11	9221 A Corneils Rd	Residential	2006	Unobscured	Not Eligible
12	9221 B Corneils Rd	Residential	2007	Unobscured	Not Eligible
13	9205 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
14	9318 Corneils Rd	Residential	1988	Unobscured	Not Eligible
15	9296 Corneils Rd	Residential	1990	Unobscured	Not Eligible
16	9268 Corneils Rd	Residential	c.1983-1993	Unobscured	Not Eligible
17	9234 Corneils Rd	Residential	1993	Unobscured	Not Eligible
18	9218 Corneils Rd	Residential	1999	Part Obscured	Not Eligible
19	9200 Corneils Rd	Residential	1990	Part Obscured	Not Eligible
20	9180 Corneils Rd	Residential	1999	Part Obscured	Not Eligible
21	9720 Corneils Rd	Residential	1987	Part Obscured	Not Eligible
22	9702 Corneils Rd	Residential	1990	Part Obscured	Not Eligible
23	9674 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
24	9638 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
25	9610 Corneils Rd	Residential	1987	Part Obscured	Not Eligible
26	9596 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
27	9582 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
28	9562 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
29	9530 Corneils Rd	Residential	1988	Part Obscured	Not Eligible
30	9520 Corneils Rd	Residential	1991	Part Obscured	Not Eligible
0.25 Mi. of Review Area (No Potential Visual Impact)					
31	9075 Corneils Rd	Commercial	c.1973-1983	Obscured	Not Eligible
32	2042 Corneils Rd	Residential	1976	Obscured	Not Eligible
33	64 West St	Residential	c.1973-1983	Obscured	Not Eligible
34	58 West St	Residential	2019	Obscured	Not Eligible
35	71 West St T	Residential	1993	Obscured	Not Eligible
36	50 Hunter Ln	Residential	c.1952-1973	Obscured	Not Eligible
37	64 Hunter Ln	Residential	1993	Obscured	Not Eligible
38	68 Hunter Ln	Residential	2000	Obscured	Not Eligible
39	72 Hunter Ln	Residential	1993	Obscured	Not Eligible
40	76 Hunter Ln	Residential	1993	Obscured	Not Eligible
41	75 Hunter Ln	Residential	1995	Obscured	Not Eligible
42	43 Hunter Ln	Residential	1991	Obscured	Not Eligible
43	43 West St	Residential	1971	Obscured	Uneval.
44	41 West St	Residential	1986	Obscured	Not Eligible
45	37 West St	Residential	1880	Obscured	Uneval.

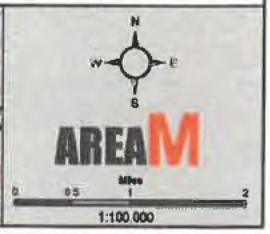


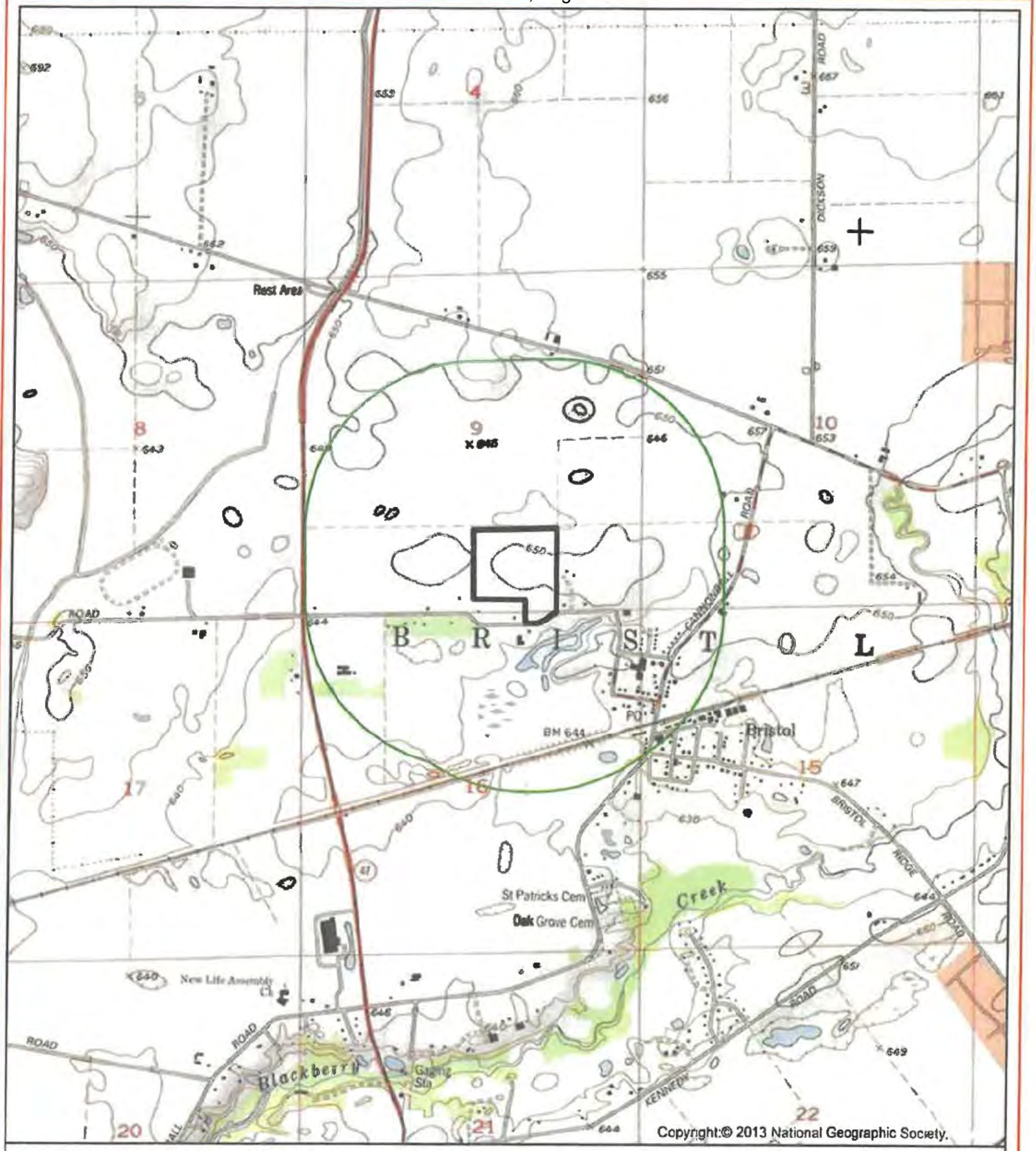
USA Energy Independence 1 LLC

Map 1. Location Map

Kendall County, IL
S9 T37N:R7E
36.9 Acres
NAD 83, Zone 16
380532 E
4616737 N

Project Location
Project Area
1-Mile Buffer
5-mile Buffer
Section Line
Township Line
County Line





USA Energy Independence 1 LLC

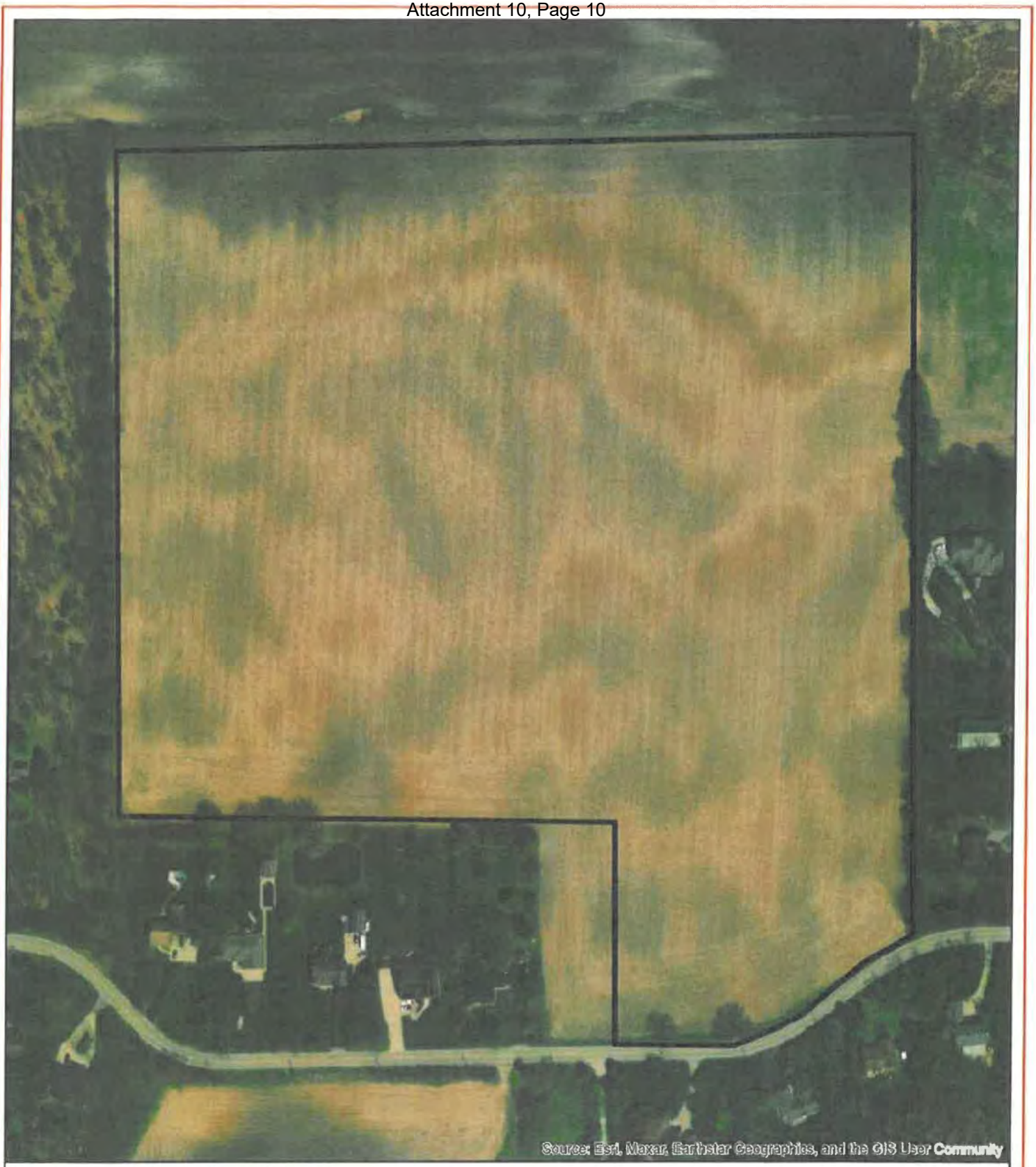
Map 2. 1:24,000 Topographic

Kendall County, IL

Review Area

0.5-Mile Buffer

AREA M



USA Energy Independence 1 LLC

Map 3. Phase I Archaeological Survey: Aerial Sketch Map

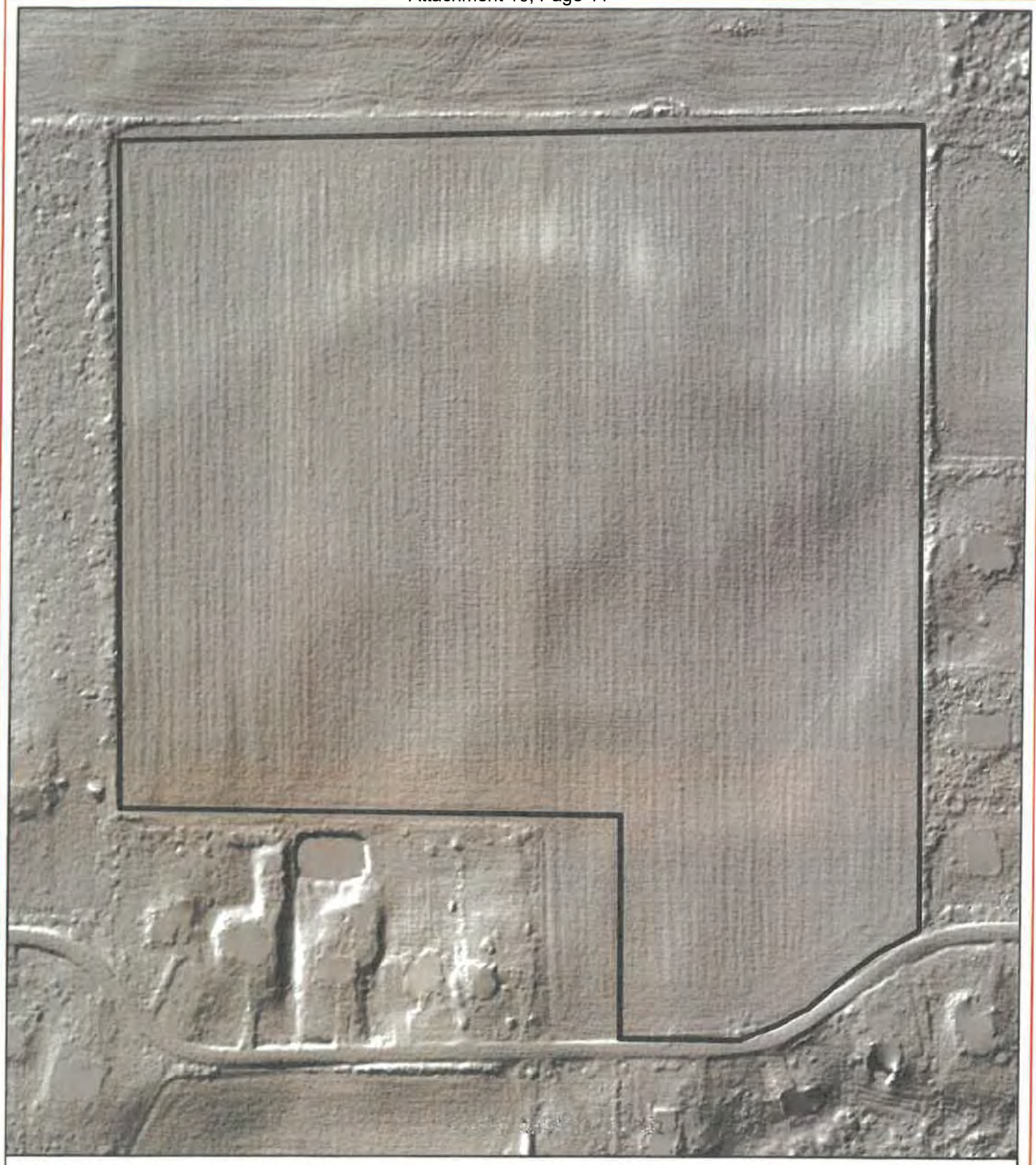
Kendall County, IL

Review Area

Imagery Source:
Esri, Maxar, Earthstar Geographics, and GIS User Community
8/31/2023

AREAM

1:2,520



USA Energy Independence 1 LLC **Map 4. Phase I Archaeological Survey: LiDAR Map**

Kendall County, IL

Review Area

AREAM

USA Energy Independence 1 LLC

Map 5. Standing Structure Inventory: Aerial Map

Kendall County, IL

Review Area

0.25-Mile Buffer

Imagery Source:
Esri, Maxar, Earthstar Geographics, and GIS User Community
8/31/2023

AREAM

1:9,820

Project Details

Project Information

Project ID	016030325	Title	New Construction of a Community Solar Project, USA Energy Independence 1, LLC
County	KE	General Location	Bristol
Law	State	Ownership	Unknown
Received Date	3/3/2025	Completion Date	
Acres	36.9	Surveyed By	
Structural Sites	0	Archeological Sites	0
Comments			

List of Properties

HARGIS Ref. Number	Property Type	Address	City	State Site Number	STR	Determination Of Eligibility
	Archaeological	9318 Corneils Rd., North side of Corneils Road West of West St.	Bristol		9 - 37N - 7E 16 - 37N - 7E	undetermined

No Project Property Found

Project Status History

Status	Remarks	Date
Application Received		3/3/2025

List of IN Correspondence

Correspondence Name	Received Date	Remarks	Archaeology Survey ID

No In Correspondence Found

List of OUT Correspondence

Correspondence Name	Date	Correspondence

No OUT Correspondence Found

Illinois Department of Natural Resources
JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Kendall County
Bristol
N of 9318 Corneils Road
Sections:9,16-Township:37N-Range:7E
Known Sites: 11KE119, 11KE260
CUP-Due Diligence
New Construction of a Community Solar Project,
USA Energy Independence 1, LLC

PLEASE REFER TO: SHPO LOG #016030325

SURVEY REQUEST

March 25, 2025

Joseph Pnewski
Area M Consulting, LLC
7302 Claredon Dr.
Edina, MN 55439

The Illinois State Historic Preservation Office is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) (Act) to review all state funded, permitted, or licensed undertakings for their effect on cultural resources. We have received information indicating that the referenced project will, pursuant to that law, require comments from our office and our comments follow. Should you have any contrary information, please contact our office at the number below.

According to the information provided there is no federal involvement in your project. Be aware that the state law is less restrictive than the federal cultural resource laws concerning archaeology. Therefore, if your project will use federal loans or grants, need federal agency permits, or is on federal property then your project must be reviewed by us pursuant to the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case, as additional archaeological survey coverage beyond what is described below may be necessary.

Two known archaeological sites are present within the project area. Accordingly, a Phase I archaeological **survey** to locate, identify, and record these archaeological resources, at a legal minimum pursuant to Section 6 of the Act, a will be **required**. Survey beyond these known site areas is not *required*, but we are always open to reviewing the results of any additional due diligence survey coverage that may help prevent unanticipated discoveries during construction and potential construction delays. This decision is based upon our understanding that there has not been any large-scale disturbance of the ground surface (excluding agricultural activities) or major construction activity within the project area which would have destroyed existing cultural resources prior to your project. If the area has been disturbed, please contact our office with the appropriate written and/or photographic evidence. If you have questions, please contact Jeff Kruchten, Principal Archaeologist, at 217/785-1279 or jeff.kruchten@illinois.gov.

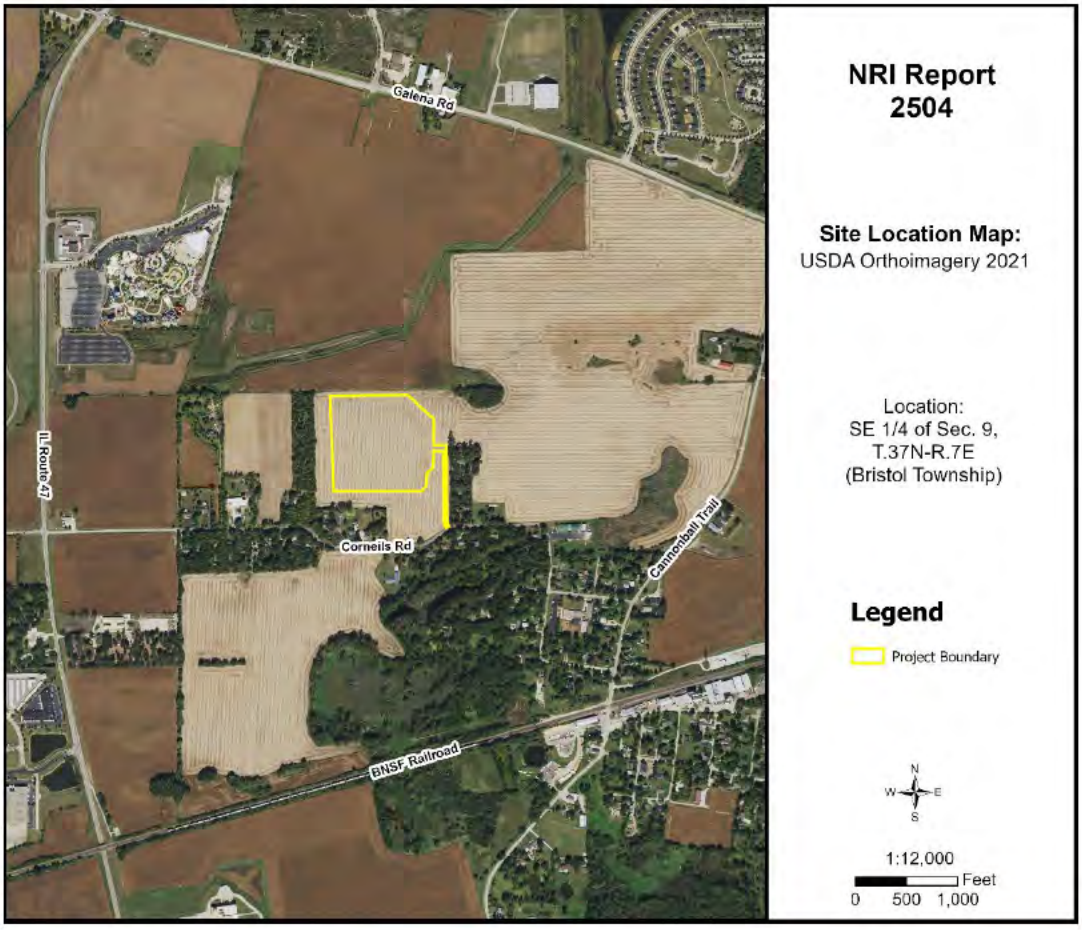
In addition to the archaeological survey, we also require addresses and current color photographs of all structures in or adjacent to the project area. This includes structures within the one-quarter mile (0.25) visual area of potential effects. If there are right-of-way issues, please note that in your report. Please submit these, if possible, separately from the archaeological survey report. If you have questions about this, please contact Steve Dasovich, Cultural Resources Manager, at 217/782-7441 or steve.dasovich@illinois.gov.

Sincerely,

[redacted]

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer

NATURAL RESOURCES INFORMATION (NRI) REPORT: #2504



Apr. 2025

Petitioner: USA Energy Independence 1, LLC
Contact: Daniel Gorman

Prepared By:

Kendall County Soil & Water Conservation District

7775A Route 47
Yorkville, Illinois 60560
Phone: (630) 553-5821 x3
www.kendallswcd.org

KENDALL COUNTY SOIL AND WATER CONSERVATION DISTRICT NATURAL RESOURCES INFORMATION (NRI) REPORT

Natural Resources Information Report Number	2504
Date District Board Reviews Application	April 2025
Applicant's Name	USA Energy Independence 1, LLC
Size of Parcel	(+/-) 20.65 acres
Current Zoning & Use	A-1 Agricultural District; Agricultural land
Proposed Zoning & Use	A-1 Agricultural Special Use; Community Solar Garden
Parcel Index Number(s)	02-09-400-007
Contact Person	Daniel Gorman

Copies of this report or notification of the proposed land-use change was provided to:	**Yes**	**No**
The Applicant	X	
The Applicant's Legal Representation		X
The Local/Township Planning Commission	X	
The Village/City/**County** Planning and Zoning Department or Appropriate Agency	X	
The Kendall County Soil and Water Conservation District Files	X	

Report Prepared By: *Alyse Olson* Position: *Resource Conservationist*

PURPOSE AND INTENT

The purpose of this report is to provide officials of the local governing body and other decision-makers with natural resource information. This information may be useful when undertaking land use decisions concerning variations, amendments or relief of local zoning ordinances, proposed subdivision of vacant or agricultural lands and the subsequent development of these lands. This report is a requirement under Section 22.02a of the Illinois Soil and Water Conservation Districts Act.

The intent of this report is to present the most current natural resource information available in a readily understandable manner. It contains a description of the present site conditions, the present resources, and the potential impacts that the proposed change may have on the site and its resources. The natural resource information was gathered from standardized data, on-site investigations and information furnished by the petitioner. This report must be read in its entirety so that the relationship between the natural resource factors and the proposed land use change can be fully understood.

Due to the limitations of scale encountered with the various resource maps, the property boundaries depicted in the various exhibits in this report provide a generalized representation of the property location and may not precisely reflect the legal description of the PIQ (Parcel in Question).

This report, when used properly, will provide the basis for proper land use change decisions and development while protecting the natural resource base of the county. It should not be used in place of detailed environmental and/or engineering studies that are warranted under most circumstances, but in conjunction with those studies.

The conclusions of this report in no way indicate that a certain land use is not possible, but it should alert the reader to possible problems that may occur if the capabilities of the land are ignored. Any questions on the technical data supplied in this report or if anyone feels that they would like to see more additional specific information to make the report more effective, please contact:

Kendall County Soil and Water Conservation District
7775A Route 47, Yorkville, IL 60560
Phone: (630) 553-5821 ext. 3
E-mail: Alyse.Olson@il.nacdnet.net

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EXECUTIVE SUMMARY

Natural Resources Information Report Number	2504
Petitioner	USA Energy Independence 1, LLC
Contact Person	Daniel Gorman
County or Municipality the Petition is Filed With	Kendall County
Location of Parcel	Southeast ¼ of Section 9, Township 37 North, Range 7 East (Bristol Township) of the 3rd Principal Meridian
Project or Subdivision Name	Zepelak Community Solar Garden
Existing Zoning & Land Use	A-1 Agricultural District; Agricultural land
Proposed Zoning & Land Use	A-1 Agricultural Special Use; Community Solar Garden
Proposed Water Source	Not applicable
Proposed Type of Sewage Disposal System	Not applicable
Proposed Type of Storm Water Management	Infiltration basin
Size of Site	(+/-) 20.65 acres
Land Evaluation Site Assessment (LESA) Score	179 (Land Evaluation: 80; Site Assessment: 99)

NATURAL RESOURCE CONSIDERATIONS

SOIL INFORMATION

Based on information from the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) 2008 Kendall County Soil Survey, this project area contains the soil types shown in Figure 1 and Table 1. Please note this does not replace the need for or results of onsite soil testing. If completed, please refer to onsite soil test results for planning/engineering purposes.

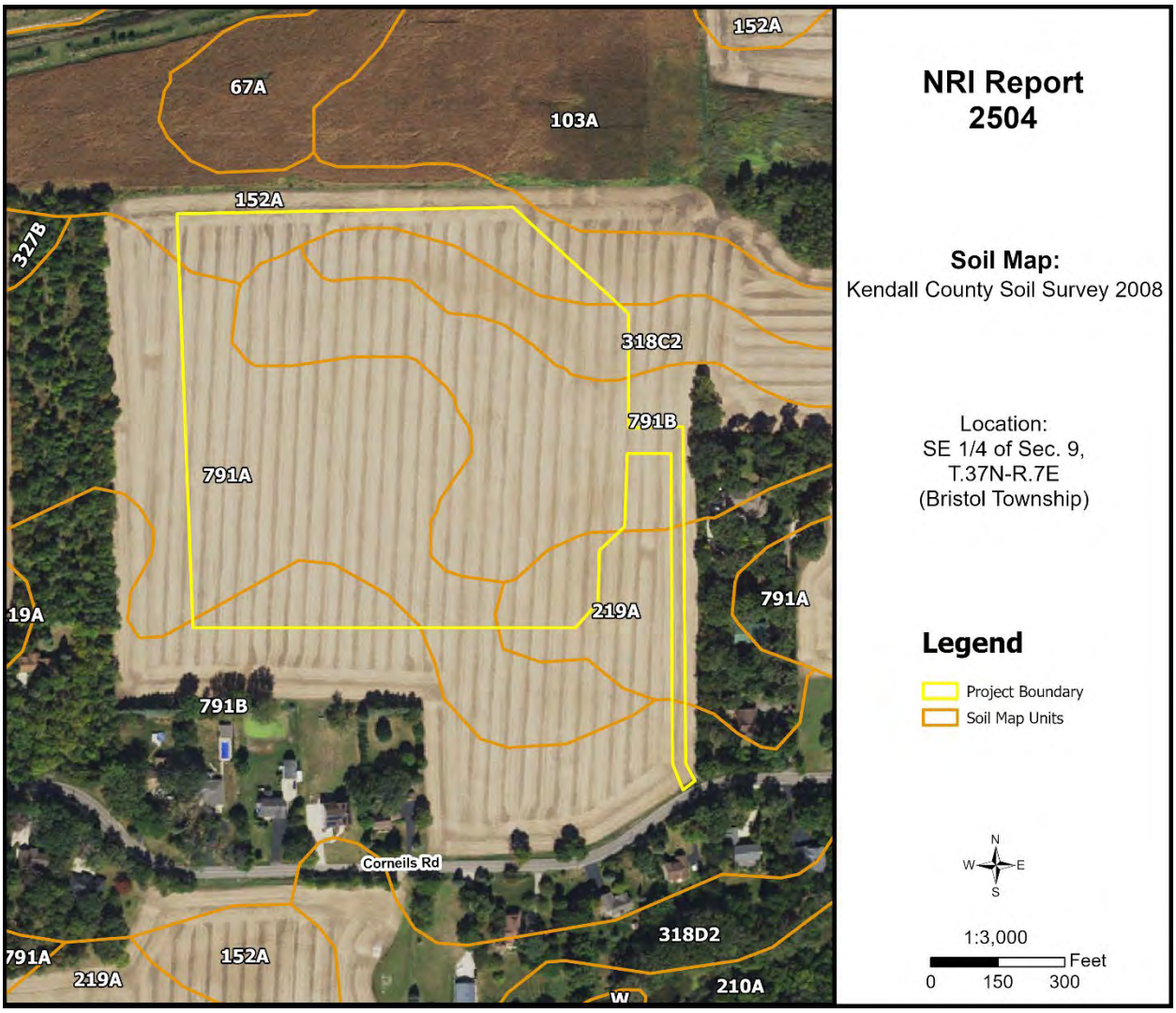

Figure 1: Soil Map

Table 1: Soils Information

Soil Type	Soil Name	Drainage Class	Hydrologic Group	Hydric Designation	Farmland Designation	Acres	% Area
152A	Drummer silty clay loam, 0-2% slopes	Poorly Drained	B/D	Hydric	Prime Farmland if Drained	1.9	9.0%
219A	Millbrook silt loam, 0-2% slopes	Somewhat Poorly Drained	C/D	Non-Hydric w/ Hydric Inclusions	Prime Farmland if Drained	1.2	5.8%
318C2	Lorenzo loam, 4-6% slopes, eroded	Well Drained	B	Non-Hydric	Farmland of Statewide Importance	2.1	10.1%
791A	Rush silt loam, 0-2% slopes	Well Drained	B	Non-Hydric w/ Hydric Inclusions	Prime Farmland	7.5	36.1%
791B	Rush silt loam, 2-4% slopes	Well Drained	B	Non-Hydric w/ Hydric Inclusions	Prime Farmland	8.1	39.0%

Hydrologic Soil Groups – Soils have been classified into four (A, B, C, D) hydrologic groups based on runoff characteristics due to rainfall. If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D), the first letter is for drained areas and the second letter is for undrained areas.

- **Hydrologic group A:** Soils have a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Hydrologic group B:** Soils have a moderate infiltration rate when thoroughly wet, consist chiefly of moderately deep to deep, moderately well drained to well drained soils that have a moderately fine to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Hydrologic group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Hydrologic group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Hydric Soils – A hydric soil is one that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part of the soil profile that supports the growth or regeneration of hydrophytic vegetation. Soils with hydric inclusions have map units dominantly made up of non-hydric soils that may have inclusions of hydric soils in the lower positions on the landscape. Of the soils found onsite, one is classified as hydric soil (152A Drummer silty clay loam), one is classified as non-hydric soil (318C2 Lorenzo loam), and three are classified as non-hydric soil with hydric inclusions likely (219A Millbrook silt loam, 791A Rush silt loam, and 791B Rush silt loam).

Prime Farmland – Prime farmland is land that has the best combination of physical and chemical characteristics for agricultural production. Prime farmland soils are an important resource to Kendall County and some of the most productive soils in the United States occur locally. Of the soils found onsite, two are designated as prime farmland (791A Rush silt loam and 791B Rush silt loam), two are designated

as prime farmland if drained (152A Drummer silty clay loam and 219A Millbrook silt loam), and one is designated as farmland of statewide importance (318C2 Lorenzo loam).

Soil Limitations – The USDA-NRCS Web Soil Survey rates the limitations of soils for dwellings, small commercial buildings, solar arrays, shallow excavations, lawns/landscaping, local roads and streets, etc. Soils have different properties which influence the development of building sites. The USDA-NRCS classifies soils as Not Limited, Somewhat Limited, and Very Limited. Soils that are Not Limited indicates that the soil has properties that are favorable for the specified use. They will perform well and will have low maintenance. Soils that are Somewhat Limited are moderately favorable, and their limitations can be overcome through special planning, design, or installation. Soils that are Very Limited have features that are unfavorable for the specified use, and their limitations cannot easily be overcome.

Table 2: Soil Limitations

Soil Type	Solar Arrays	Shallow Excavations	Lawns/ Landscaping	Local Roads / Streets
152A	Very Limited	Very Limited	Very Limited	Very Limited
219A	Very Limited	Very Limited	Somewhat Limited	Very Limited
318C2	Somewhat Limited	Somewhat Limited	Somewhat Limited	Somewhat Limited
791A	Very Limited	Somewhat Limited	Somewhat Limited	Very Limited
791B	Very Limited	Somewhat Limited	Somewhat Limited	Very Limited

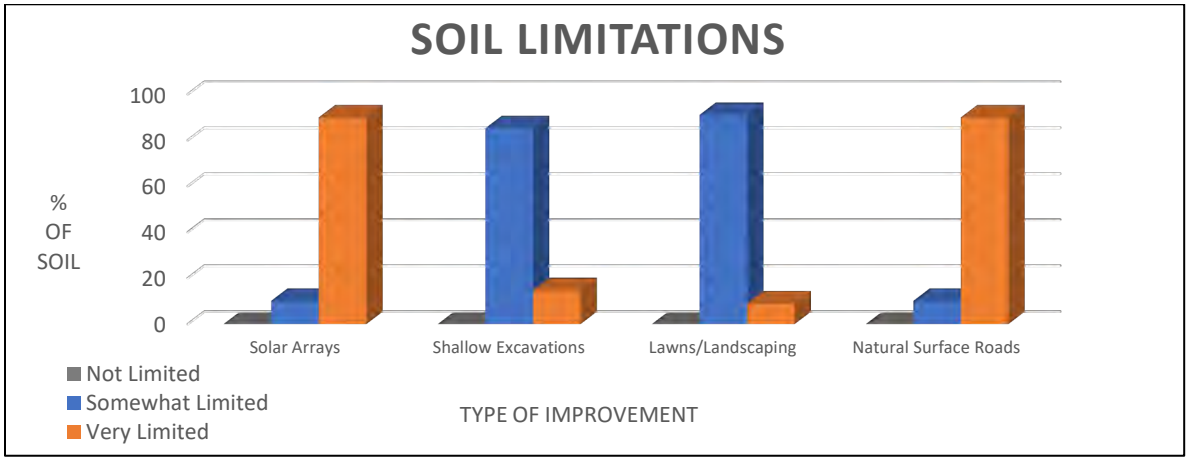

Figure 2: Soil Limitations

KENDALL COUNTY LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

- **Land Evaluation (LE)**: The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is

assigned a value of 100 and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.

- The Land Evaluation score for this site is **80 out of 100**, indicating that the soils are **well suited** for agricultural uses.

- **Site Assessment (SA)**: The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The Site Assessment value is based on a 200-point scale and accounts for 2/3 of the total score. The Kendall County LESA Committee is responsible for this portion of the LESA system.
  - The Site Assessment score for this site is **99 out of 200**.

The **LESA Score for this site is 179 out of a possible 300, which indicates a low level of protection** for the proposed project site. Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

WETLANDS

The U.S. Fish & Wildlife Service's National Wetlands Inventory map indicates the presence of wetland(s)/waters on or near the proposed project site. To determine if a wetland is present, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands.

FLOODPLAIN

The Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM) for Kendall County, Community Panel No. 17093C0035H (effective date January 8, 2014) and 17093C0030G (effective date February 4, 2009) were reviewed to determine the presence of floodplain and floodway areas within the project site. According to the map, the site does not appear to contain areas of regulated floodplain or floodway.

SEDIMENT AND EROSION CONTROL

Development on this site should include an erosion and sediment control plan in accordance with local, state, and federal regulations. Soil erosion on construction sites is a resource concern as suspended sediment from areas undergoing development is a primary nonpoint source of water pollution. Please consult the *Illinois Urban Manual* (https://illinoisurbanmanual.org/) for appropriate best management practices.

STORMWATER POLLUTION

A National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

ECOLOGICAL CONSIDERATIONS

Developers of solar project sites are encouraged to plant native groundcover. Native shrubs, grasses, and wildflowers offer benefits such as improved erosion control, pesticide avoidance, stormwater infiltration, wildlife habitat, and reduced overall maintenance. Naturalized areas, once established, are more drought tolerant, require little to no fertilization, and only need to be mowed once or twice a year. Native fruiting and flowering plants also provide a food source and habitat for native pollinators which offer the ecological service of pollinating our agricultural crops.

The district recognizes two potential sources of water pollution from solar farms including cracked panels and oil leaks or spills from transformers. Cracked panels can leach toxic materials if many broken panels are exposed to precipitation over a long period of time. To prevent this issue, solar farm operators should regularly inspect for cracked panels. Cracked or broken panels must be immediately stored under protective cover and should be periodically transported offsite for recycling or proper offsite storage.

Electrical transformers are used to increase output voltage from solar farms to the electrical grid. These transformers contain oil, which can leak or spill resulting in environmental damage. To reduce environmental damage, biodegradable oil can be used in the transformers. Larger transformers typically use mineral-based oil unless biodegradable oil is specifically requested. Leaks and spills of biodegradable oil must still be prevented, but the risk for groundwater contamination would be reduced and clean-up efforts simplified in the event of a release. Secondary containment systems such as trays, membranes, or vaults can also be used in the event of a leak or spill. Containment systems must be designed to manage stormwater so adequate containment volume is maintained. This would be the responsibility of the solar developer.

LAND USE FINDINGS:

The Kendall County Soil and Water Conservation District (SWCD) Board has reviewed the proposed site plans for petitioner USA Energy Independence 1, LLC. The petitioner is requesting an A-1 Agricultural Special Use Permit from Kendall County on one parcel (Parcel Index Number 02-09-400-007), totaling approximately 20.65 acres. The petitioner plans to construct a community solar garden within Section 9 of Bristol Township (T.37N – R.7E) in Kendall County, IL. Based on the information provided by the petitioner and a review of natural resource related data available to the Kendall County SWCD, the SWCD Board presents the following information.

The Kendall County SWCD has always had the opinion that prime farmland soils should be preserved whenever feasible due to their highly productive qualities for growing agriculturally important crops in our community. Of the soils found onsite, 90% are designated as prime farmland or prime farmland if drained.

A land evaluation (LE), which is a part of the Land Evaluation and Site Assessment (LESA), was conducted on this parcel. The soils on this parcel scored an 80 out of a possible 100 points indicating that the soils are well suited for agricultural uses. The total LESA score for this site is 179 out of a possible 300, which indicates a low level of protection for the proposed project site. Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

Soils found on the project site are rated for specific uses and can have potential limitations for development. Soil types with severe limitations do not preclude the ability to develop the site for the proposed use, but it is important to note that the limitation may require soil reclamation, special design/engineering, or maintenance to obtain suitable soil conditions to support development with significant limitations. This report indicates that for soils located on the parcel, 90% are considered very limited for supporting solar arrays and local roads/streets, 15% are considered very limited for supporting shallow excavations, and 9% are considered very limited for supporting lawns/landscaping. The remaining soils are considered somewhat limited for these types of developments/uses. This information is based on the soil in an undisturbed state.

This site is located within the Lower Fox River watershed and the East Run – Blackberry Creek sub watershed (HUC 12 – 071200070202). The sub watershed comprises approximately 18,638 acres covering parts of Yorkville, Bristol, Sugar Grove, and Aurora.

This development should include a soil erosion and sediment control plan to be implemented during construction. It is critical to have vegetative cover during and after construction to protect the soil from erosion. Sediment may become a primary non-point source of pollution; eroded soils during the construction phase can create unsafe conditions on roadways, degrade water quality and destroy aquatic ecosystems lower in the watershed.

The Kendall County SWCD strongly recommends the use of native ground cover, specifically plant varieties beneficial to pollinator species, be used to vegetate the site. Native vegetation benefits soil health, creates habitat, provides resiliency to drought and prolonged wet conditions, and reduces maintenance needs after successful establishment.

For intense use, it is recommended that a drainage tile survey be completed on the parcel to locate the subsurface drainage tile and should be taken into consideration during the land use planning process. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. Impaired tile may affect a few acres or hundreds of acres of drainage.

The information that is included in this Natural Resources Information Report is to assure that the Land Developers take into full consideration the limitations of that land that they wish to develop. Guidelines and recommendations are also a part of this report and should be considered in the planning process. The Natural Resource Information Report is required by the Illinois Soil and Water Conservation District Act (Ill. Complied Statues, Ch. 70, Par 405/22.02a).

SWCD Board Representative

4/14/2025

Date

PARCEL LOCATION

Southeast quarter of Section 9, Township 37 North, Range 7 East (Bristol Township). This site is approximately 20.65 acres and is located on the north side of Corneils Road, south of Galena Road, east of Illinois Route 47, and west of Cannonball Trail near Yorkville, IL.

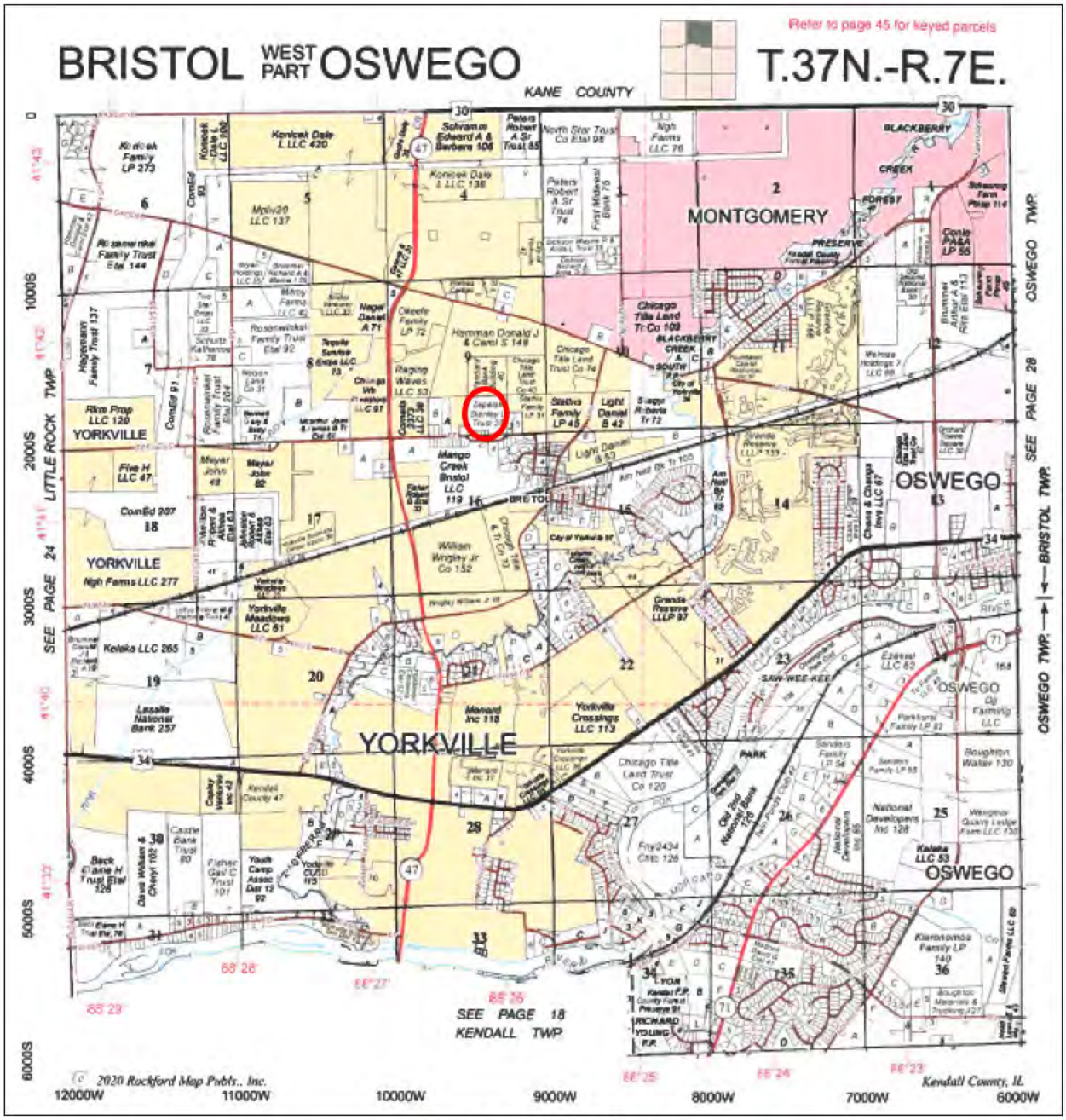

Figure 3: 2021 Plat Map

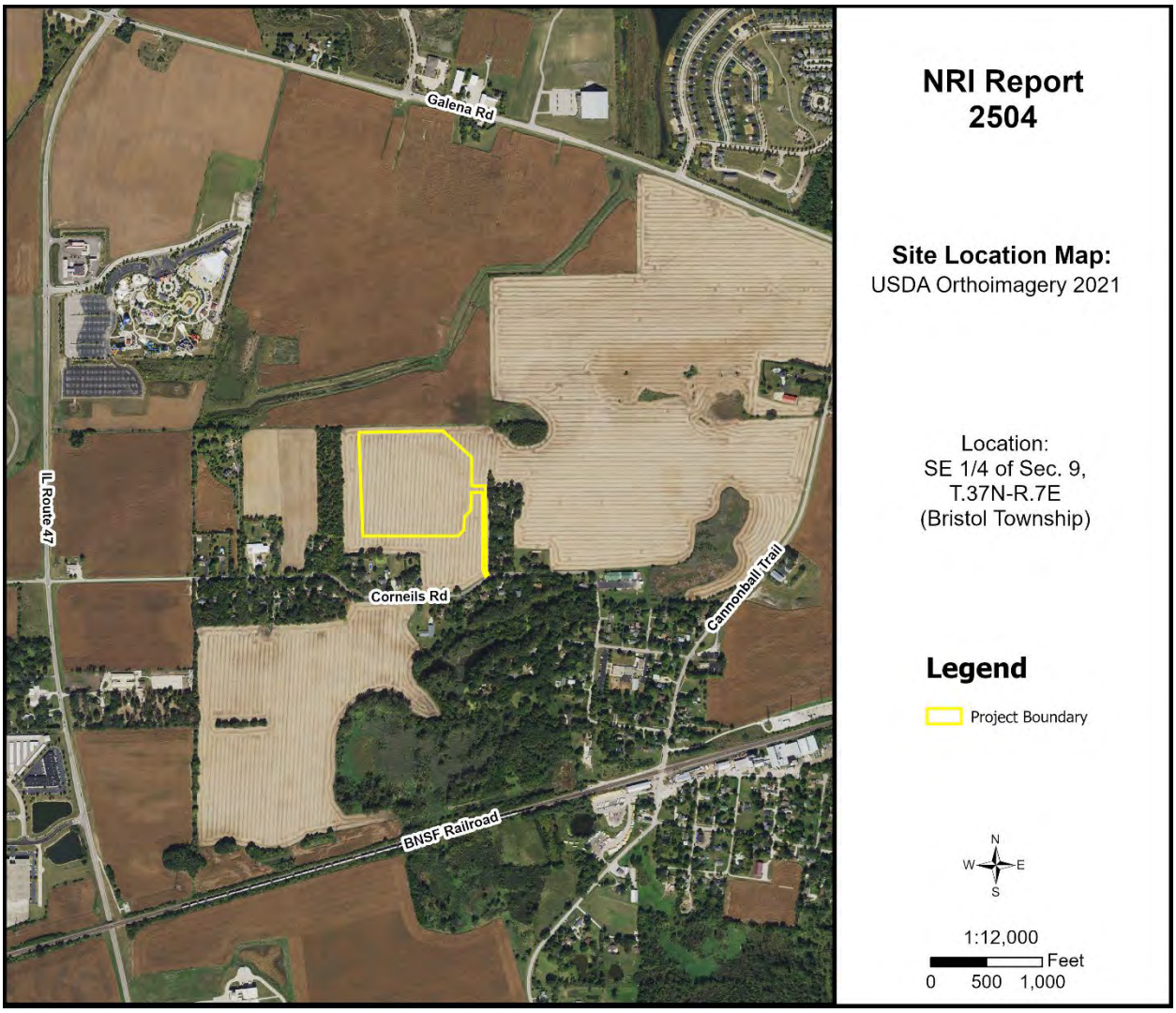

Figure 4: Aerial Map with NRI Project Boundary

ARCHAEOLOGIC/CULTURAL RESOURCES INFORMATION

Simply stated, cultural resources are all the past activities and accomplishments of people. They include the following: buildings; objects made or used by people; locations; and less tangible resources, such as stories, dance forms, and holiday traditions.

The Soil and Water Conservation District most often encounters cultural resources as historical properties. These may be prehistoric or historical sites, buildings, structures, features, or objects. The most common type of historical property that the Soil and Water Conservation District may encounter is non-structural archaeological sites. These sites often extend below the soil surface and must be protected against disruption by development or other earth moving activity if possible. Cultural resources are *non-renewable* because there is no way to "grow" a site to replace a disrupted site.

Landowners with historical properties on their land have ownership of that historical property. However, the State of Illinois owns all the following: human remains, grave markers, burial mounds, and artifacts associated with graves and human remains.

Non-grave artifacts from archaeological sites and historical buildings are the property of the landowner. The landowner may choose to disturb a historical property but may not receive federal or state assistance to do so. If an earth moving activity disturbs human remains, the landowner must contact the county coroner within 48 hours.

The Illinois State Historic Preservation Office has not been notified of the proposed land use change by the Kendall County SWCD. There may be historic features in the area. The applicant may need to contact them according to current Illinois law.

ECOLOGICALLY SENSITIVE AREAS

WHAT IS BIOLOGICAL DIVERSITY AND WHY SHOULD IT BE CONSERVED?[1]

Biological diversity, or biodiversity, is the range of life on our planet. A more thorough definition is presented by botanist Peter H. Raven: "At the simplest level, biodiversity is the sum total of all the plants, animals, fungi and microorganisms in the world, or in a particular area; all of their individual variation; and all of the interactions between them. It is the set of living organisms that make up the fabric of the planet Earth and allow it to function as it does, by capturing energy from the sun and using it to drive all of life's processes; by forming communities of organisms that have, through the several billion years of life's history on Earth, altered the nature of the atmosphere, the soil and the water of our Planet; and by making possible the sustainability of our planet through their life activities now" (Raven 1994).

It is not known how many species occur on our planet. Presently, about 1.4 million species have been named. It has been estimated that there are perhaps 9 million more that have not been identified. What is known is that they are vanishing at an unprecedented rate. Reliable estimates show extinction occurring at a rate several orders of magnitude above "background" in some ecological systems (Wilson 1992, Hoose 1981).

The reasons for protecting biological diversity are complex, but they fall into four major categories. First, loss of diversity generally weakens entire natural systems. Healthy ecosystems tend to have many natural checks and balances. Every species plays a role in maintaining this system. When simplified by the loss of diversity, the system becomes more susceptible to natural and artificial perturbations. The chances of a system-wide collapse increase. In parts of the midwestern United States, for example, it was only the remnant areas of natural prairies that kept soil intact during the dust bowl years of the 1930s (Roush 1982).

Simplified ecosystems are almost always expensive to maintain. For example, when synthetic chemicals are relied upon to control pests, the target species are not the only ones affected. Their predators are almost always killed or driven away, exasperating the pest problem. In the meantime, people are unintentionally breeding pesticide-resistant pests. A process has begun where people become perpetual guardians of the affected area, which requires the expenditure of financial resources and human ingenuity to keep the system going.

A second reason for protecting biological diversity is that it represents one of our greatest untapped resources. Great benefits can be reaped from a single species. About 20 species provide 90% of the world's food. Of these 20, just three, wheat, maize, and rice-supply over one half of that food. American wheat farmers need new varieties every five to 15 years to compete with pests and diseases. Wild strains of wheat are critical genetic reservoirs for these new varieties.

Further, every species is a potential source of human medicine. In 1980, a published report identified the market value of prescription drugs from higher plants at over $3 billion. Organic alkaloids, a class of

chemical compounds used in medicines, are found in an estimated 20% of plant species. Yet only 2% of plant species have been screened for these compounds (Hoose 1981).

The third reason for protecting diversity is that humans benefit from natural areas and depend on healthy ecosystems. The natural world supplies our air, our water, our food and supports human economic activity. Further, humans are creatures that evolved in a diverse natural environment between forest and grasslands. People need to be reassured that such places remain. When people speak of "going to the country," they generally mean more than getting out of town. For reasons of their own sanity and wellbeing, they need a holistic, organic experience. Prolonged exposure to urban monotony produces neuroses, for which cultural and natural diversity cure.

Historically, the lack of attention to biological diversity, and the ecological processes it supports, has resulted in economic hardships for segments of the basin's human population.

The final reason for protecting biological diversity is that species and natural systems are intrinsically valuable. The above reasons have focused on the benefits of the natural world to humans. All things possess intrinsic value simply because they exist.

BIOLOGICAL RESOURCES CONCERNING THE SUBJECT PARCEL

As part of the Natural Resources Information Report, staff checks office maps to determine if any nature preserves or ecologically sensitive areas are in the general vicinity of the parcel in question. If there is a nature preserve in the area, then that resource will be identified as part of the report. The SWCD recommends that every effort be made to protect that resource. Such efforts should include, but are not limited to erosion control, sediment control, stormwater management, and groundwater monitoring.

Office maps indicate that there are no nature preserves in the vicinity of the parcel in question (PIQ). Adjacent to the PIQ is a mapped freshwater emergent wetland to the north and a mapped freshwater pond to the south. These are ecologically sensitive areas.

[1]Taken from *The Conservation of Biological Diversity in the Great Lakes Ecosystem: Issues and Opportunities*, prepared by the Nature Conservancy Great Lakes Program 79W. Monroe Street, Suite 1309, Chicago, IL 60603, January 1994.

SOILS INFORMATION

IMPORTANCE OF SOILS INFORMATION

Soils information comes from the Natural Resources Conservation Service Soil Maps and Descriptions for Kendall County. This information is important to all parties involved in determining the suitability of the proposed land use change.

Each soil polygon is given a number, which represents its soil type. The letter found after the soil type number indicates the soils slope class.

Each soil map unit has limitations for a variety of land uses such as septic systems, buildings with basements, and buildings without basements. It is important to remember that soils do not function independently of each other. The behavior of a soil depends upon the physical properties of adjacent soil types, the presence of artificial drainage, soil compaction, and its position in the local landscape.

The limitation categories (not limited, somewhat limited, or very limited) indicate the potential for difficulty in using that soil unit for the proposed activity and, thus, the degree of need for thorough soil borings and engineering studies. A limitation does not necessarily mean that the proposed activity cannot be done on that soil type. It does mean that the reasons for the limitation need to be thoroughly understood and dealt with to complete the proposed activity successfully. Very limited indicates that the proposed activity will be more difficult and costly to do on that soil type than on a soil type with a somewhat limited or not limited rating.

Soil survey interpretations are predictions of soil behavior for specified land uses and specified management practices. They are based on the soil properties that directly influence the specified use of the soil. Soil survey interpretations allow users of soil surveys to plan reasonable alternatives for the use and management of soils.

Soil interpretations do not eliminate the need for on-site study and testing of specific sites for the design and construction for specific uses. They can be used as a guide for planning more detailed investigations and for avoiding undesirable sites for an intended use. The scale of the maps and the range of error limit the use of the soil delineation.

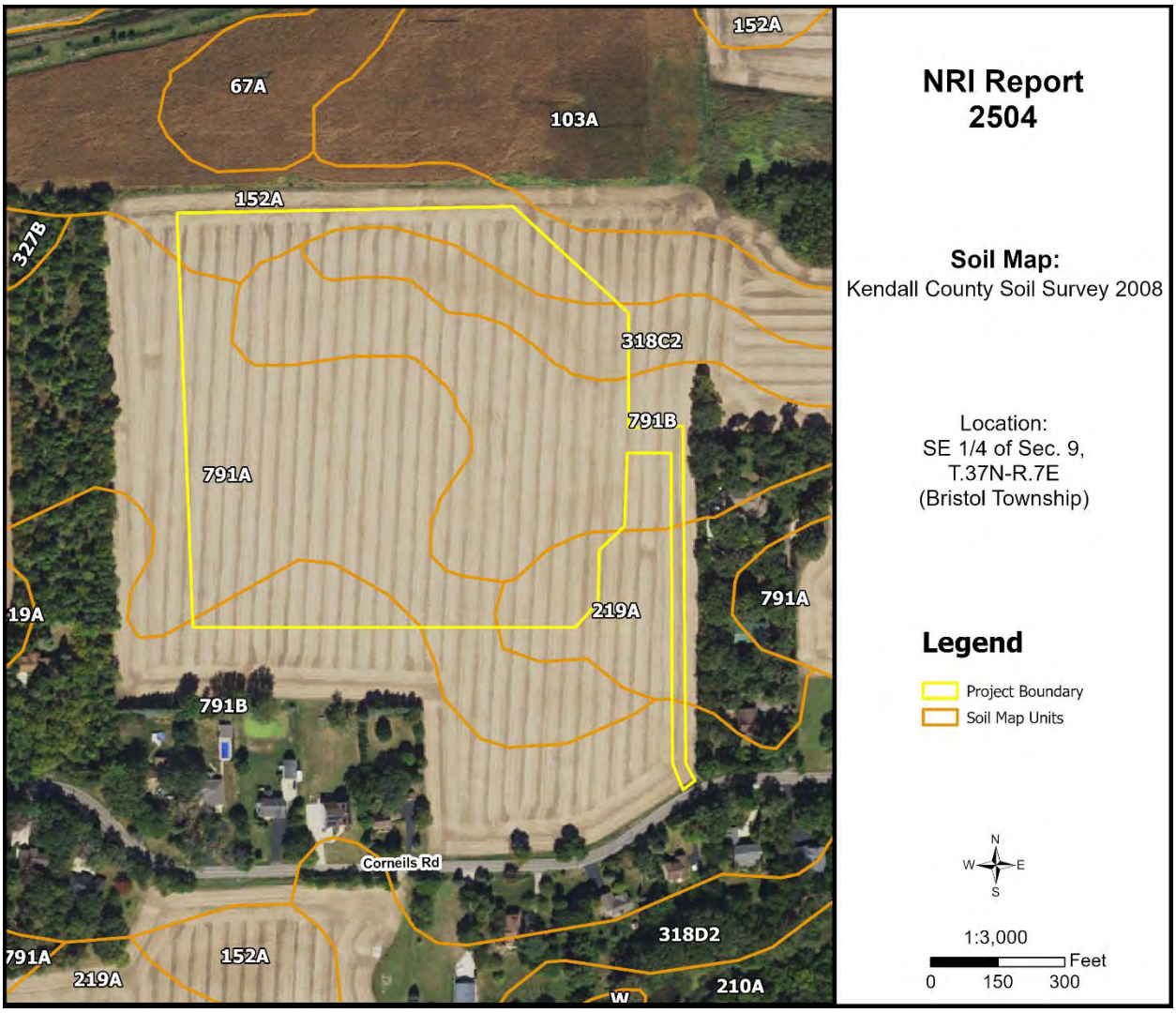

Figure 5: Soil Map

Table 3: Soil Map Unit Descriptions

Soil Type	Soil Name	Acres	Percent
152A	Drummer silty clay loam, 0-2% slopes	1.9	9.0%
219A	Millbrook silt loam, 0-2% slopes	1.2	5.8%
318C2	Lorenzo loam, 4-6% slopes, eroded	2.1	10.1%
791A	Rush silt loam, 0-2% slopes	7.5	36.1%
791B	Rush silt loam, 2-4% slopes	8.1	39.0%

Source: National Cooperative Soil Survey – USDA-NRCS

SOILS INTERPRETATIONS EXPLANATION

GENERAL – NONAGRICULTURAL

These interpretative ratings help engineers, planners, and others to understand how soil properties influence behavior when used for nonagricultural uses such as building site development or construction materials. This report gives ratings for proposed uses in terms of limitations and restrictive features. The tables list only the most restrictive features.

Other features may need treatment to overcome soil limitations for a specific purpose. Ratings come from the soil's "natural" state, that is, no unusual modification occurs other than that which is considered normal practice for the rated use. Even though soils may have limitations, an engineer may alter soil features or adjust building plans for a structure to compensate for most degrees of limitations. Most of these practices, however, are costly. The final decision in selecting a site for a particular use generally involves weighing the costs for site preparation and maintenance. Soil properties influence development of building sites, including the selection of the site, the design of the structure, construction, performance after construction, and maintenance. Soil limitation ratings of not limited, somewhat limited, and very limited are given for the types of proposed improvements that are listed or inferred by the petitioner as entered on the report application and/or zoning petition. The most common types of building limitation that this report gives limitations ratings for is septic systems. It is understood that engineering practices can overcome most limitations for buildings with and without basements, and small commercial buildings. Limitation ratings for these types of buildings are not commonly provided. Organic soils, when present on the parcel, are referenced in the hydric soils section of the report. This type of soil is considered unsuitable for all types of construction.

LIMIATIONS RATINGS

- **Not Limited:** This soil has favorable properties for the use. The degree of limitation is minor. The people involved can expect good performance and low maintenance.
- **Somewhat Limited**: This soil has moderately favorable properties for the use. Special planning, design, or maintenance can overcome this degree of limitation. During some part of the year, the expected performance is less desirable than for soils rated slight.
- **Very Limited**: This soil has one or more properties that are unfavorable for the rated use. These may include the following: steep slopes, bedrock near the surface, flooding, high shrink-swell potential, a seasonal high water table, or low strength. This degree of limitation generally requires major soil reclamation, special design, or intensive maintenance, which in most situations is difficult and costly.

BUILDING LIMITATIONS

BUILDING ON POORLY SUITED OR UNSUITABLE SOILS

Building on poorly suited or unsuitable soils can present problems to future property owners such as cracked foundations, wet basements, lowered structural integrity and high maintenance costs associated with these problems. The staff of the Kendall County SWCD strongly urges scrutiny by the plat reviewers when granting parcels with these soils exclusively.

Solar Arrays, Soil-Penetrating Anchor Systems – Ground-based solar arrays are sets of photovoltaic panels that are not situated on a building or pole. These installations consist of a racking system that holds the panel in the desired orientation and the foundation structures that hold the racking system to the ground. Two basic methods are used to hold the systems to the ground, based on site conditions and cost. One method employs driven piles, screw augers, or concrete piers that penetrate the soil to provide a stable foundation.

Shallow Excavations – Trenches or holes dug to a maximum depth of 5 or 6 feet for utility lines, open ditches, or other purposes. Ratings are based on soil properties that influence the ease of digging and the resistance to sloughing.

Lawns and Landscaping – Require soils on which turf and ornamental trees and shrubs can be established and maintained (irrigation is not considered in the ratings). The ratings are based on the soil properties that affect plant growth and trafficability after vegetation is established.

Local Roads and Streets – They have an all-weather surface and carry automobile and light truck traffic all year. They have a subgrade of cut or fill soil material, a base of gravel, crushed rock or soil material stabilized by lime or cement; and a surface of flexible material (asphalt), rigid material (concrete) or gravel with a binder. The ratings are based on the soil properties that affect the ease of excavation and grading and the traffic-supporting capacity.

Table 4: Building Limitations

Soil Type	Solar Arrays	Shallow Excavations	Lawns & Landscaping	Local Roads & Streets	Acres	%
152A	**Very Limited**: Ponding Depth to saturated zone Frost action Low strength Steel corrosion Shrink-swell	**Very Limited**: Ponding Depth to saturated zone Dusty Unstable excavation walls Too clayey	**Very Limited**: Ponding Depth to saturated zone Dusty	**Very Limited:** Ponding Depth to saturated zone Frost action Low strength Shrink-swell	1.9	9.0%
219A	**Very Limited:** Frost action Depth to saturated zone Steel corrosion Shrink-swell Hillslope position Ponding Low strength	**Very Limited:** Depth to saturated zone Dusty Unstable excavation walls Ponding	**Somewhat Limited:** Depth to saturated zone Dusty	**Very Limited:** Frost action Depth to saturated zone Shrink-swell Low strength Ponding	1.2	5.8%
318C2	**Somewhat Limited**: Steel corrosion Frost action Hillslope position Depth to saturated zone Shrink-swell Low strength	**Somewhat Limited**: Unstable excavation walls Dusty	**Somewhat Limited**: Droughty Dusty Depth to saturated zone	**Somewhat Limited:** Frost action Depth to saturated zone Low strength Shrink swell	2.1	10.1%
791A	**Very Limited:** Frost action Steel corrosion Low strength Shrink-swell Hillslope position Ponding Depth to saturated zone	**Somewhat Limited:** Dusty Unstable excavation walls	**Somewhat Limited:** Dusty	**Very Limited:** Frost action Low strength Shrink-swell Ponding Depth to saturated zone	7.5	36.1%

Soil Type	Solar Arrays	Shallow Excavations	Lawns & Landscaping	Local Roads & Streets	Acres	%
791B	**Very Limited:** Frost action Steel corrosion Shrink-swell Hillslope position Slope shape across Ponding Depth to saturated zone Low strength	**Somewhat Limited:** Dusty Unstable excavation walls	**Somewhat Limited:** Dusty	**Very Limited:** Frost action Shrink-swell Low strength Ponding Depth to saturated zone	8.1	39.0%
% Very Limited	**89.9%**	**14.8%**	**9.0%**	**89.9%**		

Figure 6A: Map of Building Limitations - Solar Arrays & Local Roads / Streets

Map Scale: 1:2,720 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 40 80 160 240

Feet: 0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

Figure 6B: Map of Building Limitations - Shallow Excavations

Figure 6C: Map of Building Limitations - Lawns / Landscaping

SOIL WATER FEATURES

Table 5, below, gives estimates of various soil water features that should be taken into consideration when reviewing engineering for a land use project.

HYDROLOGIC SOIL GROUPS (HSGs) – The groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

- **Group A:** Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.
- **Group B:** Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained, or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.
- **Group C:** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.
- **Group D:** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Note: If a soil is assigned to a dual hydrologic group (A/D, B/D or C/D) the first letter is for drained areas and the second is for undrained areas.

SURFACE RUNOFF – Surface runoff refers to the loss of water from an area by flow over the land surface. Surface runoff classes are based upon slope, climate and vegetative cover and indicates relative runoff for very specific conditions (it is assumed that the surface of the soil is bare and that the retention of surface water resulting from irregularities in the ground surface is minimal). The classes are negligible, very low, low, medium, high, and very high.

MONTHS – The portion of the year in which a water table, ponding, and/or flooding is most likely to be a concern.

WATER TABLE – Water table refers to a saturated zone in the soil and the data indicates, by month, depth to the top (upper limit) and base (lower limit) of the saturated zone in most years. These estimates are based upon observations of the water table at selected sites and on evidence of a saturated zone (grayish colors or mottles (redoximorphic features)) in the soil. Note: A saturated zone that lasts for less than a month is not considered a water table.

PONDING – Ponding refers to standing water in a closed depression, and the data indicates surface water depth, duration, and frequency of ponding.

- **Duration:** Expressed as *very brief* if less than 2 days, *brief* if 2 to 7 days, *long* if 7 to 30 days and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* meaning ponding is not possible; *rare* means unlikely but possible under unusual weather conditions (chance of ponding is 0-5% in any year); *occasional* means that it occurs, on the average, once or less in 2 years (chance of ponding is 5 to 50% in any year); and *frequent* means that it occurs, on the average, more than once in 2 years (chance of ponding is more than 50% in any year).

FLOODING – The temporary inundation of an area caused by overflowing streams, by runoff from adjacent slopes, or by tides. Water standing for short periods after rainfall or snowmelt is not considered flooding, and water standing in swamps and marshes is considered ponding rather than flooding.

- **Duration:** Expressed as: *extremely brief* if 0.1 hour to 4 hours; *very brief* if 4 hours to 2 days; *brief* if 2 to 7 days; *long* if 7 to 30 days; and *very long* if more than 30 days.
- **Frequency:** Expressed as: *none* means flooding is not probable; *very rare* means that it is very unlikely but possible under extremely unusual weather conditions (chance of flooding is less than 1% in any year); *rare* means that it is unlikely but possible under unusual weather conditions (chance of flooding is 1 to 5% in any year); *occasional* means that it occurs infrequently under normal weather conditions (chance of flooding is 5 to 50% in any year but is less than 50% in all months in any year); and *very frequent* means that it is likely to occur very often under normal weather conditions (chance of flooding is more than 50% in all months of any year).

Note: The information is based on evidence in the soil profile. In addition, consideration is also given to local information about the extent and levels of flooding and the relation of each soil on the landscape to historic floods. Information on the extent of flooding based on soil data is less specific than that provided by detailed engineering surveys that delineate flood-prone areas at specific flood frequency levels.

Table 5: Water Features

Soil Type	Hydrologic Group	Surface Runoff	Water Table	Ponding	Flooding
152A	B/D	Negligible	January – May **Upper Limit:** 0.0’-1.0’ **Lower Limit:** 6.0’	January – May **Surface Water Depth**: 0.0’-0.5’ **Duration**: Brief (2-7 days) **Frequency**: Frequent	January – December **Frequency**: None
219A	C/D	Low	January – May **Upper Limit:** 0.5’-2.0’ **Lower Limit:** 6.0’	January – December **Frequency**: None	January – December **Frequency**: None
318C2	B	Medium	January – December **Upper Limit**: -- **Lower Limit**: --	January – December **Frequency**: None	January – December **Frequency**: None
791A	B	Low	January – December **Upper Limit**: -- **Lower Limit**: --	January – December **Frequency**: None	January – December **Frequency**: None
791B	B	Low	January – December **Upper Limit**: -- **Lower Limit**: --	January – December **Frequency**: None	January – December **Frequency**: None

SOIL EROSION AND SEDIMENT CONTROL

Erosion is the wearing away of the soil by water, wind, and other forces. Soil erosion threatens the Nation's soil productivity and contributes the most pollutants in our waterways. Water causes about two thirds of erosion on agricultural land. Four properties, mainly, determine a soil's erodibility: texture, slope, structure, and organic matter content.

Slope has the most influence on soil erosion potential when the site is under construction. Erosivity and runoff increase as slope grade increases. The runoff then exerts more force on the particles, breaking their bonds more readily and carrying them farther before deposition. The longer water flows along a slope before reaching a major waterway, the greater the potential for erosion.

Soil erosion during and after this proposed construction can be a primary non-point source of water pollution. Eroded soil during the construction phase can create unsafe conditions on roadways, decrease the storage capacity of lakes, clog streams and drainage channels, cause deterioration of aquatic habitats, and increase water treatment costs. Soil erosion also increases the risk of flooding by choking culverts, ditches, and storm sewers and by reducing the capacity of natural and man-made detention facilities.

The general principles of erosion and sedimentation control measures include:

- Reducing/diverting flow from exposed areas, storing flows, or limiting runoff from exposed areas
- Staging construction to keep disturbed areas to a minimum
- Establishing or maintaining temporary or permanent groundcover
- Retaining sediment on site
- Properly installing, inspecting, and maintaining control measures

Erosion control practices are useful controls only if they are properly located, installed, inspected, and maintained. Soil erosion and sedimentation control plans, including maintenance responsibilities, should be clearly communicated to all contractors working on the site.

The SWCD recommends an erosion and sediment control plan for all building sites, especially if there is a wetland or stream nearby. Additionally, a National Pollutant Discharge Elimination System (NPDES) permit (Permit No. ILR10) from the Illinois Environmental Protection Agency (IEPA) is required for stormwater discharges from construction sites that will disturb 1 or more acres of land. Conditions of the NPDES ILR10 permit require the development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) to reduce stormwater pollutants on the construction site before they can cause environmental issues.

Table 6: Soil Erosion Potential

Soil Type	Slope	Rating	Acreage	Percent of Project Area
152A	0-2%	Slight	1.9	9.0%
219A	0-2%	Slight	1.2	5.8%
318C2	4-6%	Moderate	2.1	10.1%
791A	0-2%	Slight	7.5	36.1%
791B	2-4%	Slight	8.1	39.0%

PRIME FARMLAND SOILS

Prime farmland soils are an important resource to Kendall County. Some of the most productive soils in the United States occur locally. Each soil map unit in the United States is assigned a prime or non-prime rating. Prime agricultural land does not need to be in the production of food & fiber.

Section 310 of the NRCS general manual states that urban or built-up land on prime farmland soils is not prime farmland. The percentages of soil map units on the parcel reflect the determination that urban or built-up land on prime farmland soils is not prime farmland.

Table 7: Prime Farmland Soils

Soil Type	Prime Designation	Acreage	Percent
152A	Prime Farmland if Drained	1.9	9.0%
219A	Prime Farmland if Drained	1.2	5.8%
318C2	Farmland of Statewide Importance	2.1	10.1%
791A	Prime Farmland	7.5	36.1%
791B	Prime Farmland	8.1	39.0%
% Prime Farmland	**89.9%**		

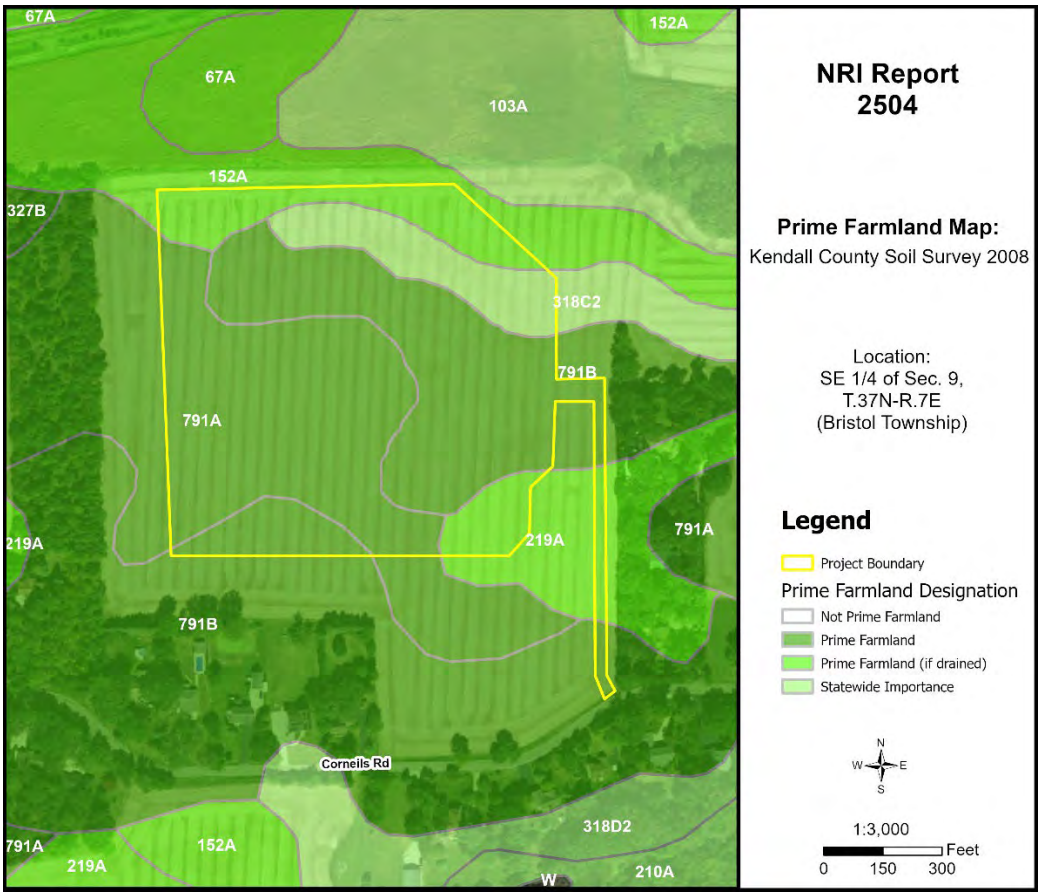

Figure 7: Prime Farmland Soils

LAND EVALUATION AND SITE ASSESSMENT (LESA)

Decision-makers in Kendall County use the Land Evaluation and Site Assessment (LESA) system to determine the suitability of a land use change and/or a zoning request as it relates to agricultural land. The LESA system was developed by the United States Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and takes into consideration local conditions such as physical characteristics of the land, compatibility of surrounding land-uses, and urban growth factors. The LESA system is a two-step procedure that includes:

LAND EVALUATION (LE)

The soils of a given area are rated and placed in groups ranging from the best to worst suited for a stated agriculture use, cropland, or forestland. The best group is assigned a value of 100, and all other groups are assigned lower values. The Land Evaluation is based on data from the Kendall County Soil Survey. The LE score is calculated by multiplying the relative value of each soil type by the number of acres of that soil. The sum of the products is then divided by the total number of acres; the answer is the Land Evaluation score on this site. The Kendall County Soil and Water Conservation District is responsible for this portion of the LESA system.

SITE ASSESSMENT (SA)

The site is numerically evaluated according to important factors that contribute to the quality of the site. Each factor selected is assigned values in accordance with the local needs and objectives. The value group is a predetermined value based upon prime farmland designation. The Kendall County LESA Committee is responsible for this portion of the LESA system.

Please Note: A land evaluation (LE) score will be compiled for every project parcel. However, when a parcel is located within municipal planning boundaries, a site assessment (SA) score is not compiled as the scoring factors are not applicable. As a result, only the LE score is available, and a full LESA score is unavailable for the parcel.

Table 8A: Land Evaluation Computation

Soil Type	Value Group	Relative Value	Acres*	Product (Relative Value x Acres)
152A	1	100	1.9	190.0
219A	3	87	1.2	104.4
318C2	6	69	2.1	144.9
791A	4	79	7.5	592.5
791B	4	79	8.1	639.9
			20.8	**1,671.7**
LE Calculation			(Product of relative value / Total Acres) 1,671.7 / 20.8 = 80.4	
LE Score			**LE = 80**	

*Acreage listed in this chart provides a generalized representation and may not precisely reflect exact acres of each soil type.

The Land Evaluation score for this site is 80, indicating that the soils on this site are designated as land that is well suited for agricultural uses considering the Land Evaluation score is at or above 80.

Table 8B: Site Assessment Computation

A.	**Agricultural Land Uses**	**Points**
	1. Percentage of area in agricultural uses within 1.5 miles of site. (20-10-5-0)	5
	2. Current land use adjacent to site. (30-20-15-10-0)	15
	3. Percentage of site in agricultural production in any of the last 5 years. (20-15-10-5-0)	20
	4. Size of site. (30-15-10-0)	10
B.	**Compatibility / Impact on Uses**	
	1. Distance from city or village limits. (20-10-0)	0
	2. Consistency of proposed use with County Land Resource Management Concept Plan and/or municipal comprehensive land use plan. (20-10-0)	20
	3. Compatibility of agricultural and non-agricultural uses. (15-7-0)	0
C.	**Existence of Infrastructure**	
	1. Availability of public sewage system. (10-8-6-0)	8
	2. Availability of public water system. (10-8-6-0)	8
	3. Transportation systems. (15-7-0)	7
	4. Distance from fire protection service. (10-8-6-2-0)	6
	Site Assessment Score:	**99**

Land Evaluation Value: 80 + **Site Assessment Value:** 99 = **LESA Score: 179**

Table 9: LESA Score Summary

LESA SCORE	LEVEL OF PROTECTION
0-200	Low
201-225	Medium
226-250	High
251-300	Very High

The LESA Score for this site is 179 which indicates a low level of protection for the proposed project site. Selecting the project site with the lowest total points will generally protect the best farmland located in the most viable areas and maintain and promote the agricultural industry in Kendall County.

LAND USE PLANS

Many counties, municipalities, villages, and townships have developed land-use plans. These plans are intended to reflect the existing and future land-use needs of a given community. Please contact Kendall County for information regarding their comprehensive land use plan and map.

DRAINAGE, RUNOFF, AND FLOOD INFORMATION

U.S.G.S Topographic maps give information on elevations, which are important mostly to determine slopes, drainage directions, and watershed information.

Elevations determine the area of impact of floods of record. Slope information determines steepness and erosion potential. Drainage directions determine where water leaves the PIQ, possibly impacting surrounding natural resources.

Watershed information is given for changing land use to a subdivision type of development on parcels greater than 10 acres.

WHAT IS A WATERSHED?
Simply stated, a watershed is the area of land that contributes water to a certain point. The watershed boundary is important because the area of land in the watershed can now be calculated using an irregular shape area calculator such as a dot counter or planimeter.

Using regional storm event information, and site-specific soils and land use information, the peak stormwater flow through the point marked "○" for a specified storm event can be calculated. This value is called a "Q" value (for the given storm event) and is measured in cubic feet per second (CFS).

When construction occurs, the Q value naturally increases because of the increase in impermeable surfaces. This process decreases the ability of soils to accept and temporarily hold water. Therefore, more water runs off and increases the Q value.

Theoretically, if each development, no matter how large or small, maintains their preconstruction Q value after construction by the installation of stormwater management systems, the streams and wetlands and lakes will not suffer damage from excessive urban stormwater.

For this reason, the Kendall County SWCD recommends that the developer for intense uses, such as a subdivision, calculate the preconstruction Q value for the exit point(s). A stormwater management system

should be designed, installed, and maintained to limit the postconstruction Q value to be at or below the preconstruction value.

IMPORTANCE OF FLOOD INFORMATION

A floodplain is defined as land adjoining a watercourse (riverine) or an inland depression (non-riverine) that is subject to periodic inundation by high water. Floodplains are important areas demanding protection since they have water storage and conveyance functions which affect upstream and downstream flows, water quality and quantity, and suitability of the land for human activity. Since floodplains play distinct and vital roles in the hydrologic cycle, development that interferes with their hydrologic and biologic functions should be carefully considered.

Flooding is both dangerous to people and destructive to their properties. The following maps, when combined with wetland and topographic information, can help developers and future homeowners to "sidestep" potential flooding or ponding problems.

Flood Insurance Rate Maps (FIRMs), produced by the Federal Emergency Management Agency (FEMA), define flood elevation adjacent to tributaries and major bodies of water and superimpose that onto a simplified USGS topographic map. The scale of the FIRM maps is generally dependent on the size and density of parcels in that area. This is to correctly determine the parcel location and floodplain location. The FIRM map has three (3) zones. Zone A includes the 100-year flood (1% annual chance flood), Zone B or Zone X (shaded) is the 100 to 500-year flood (between limits of the 1% and the 0.2% annual chance flood), and Zone C or Zone X (unshaded) is outside the floodplain (outside the 0.2% annual chance flood).

The Hydrologic Atlas (H.A.) Series of the Flood of Record Map is also used for the topographic information. This map is different from the FIRM map mainly because it will show isolated or pocketed flooded areas. Kendall County uses both these maps in conjunction with each other for flooded area determinations. The Flood of Record maps show the areas of flood for various years. Both maps stress that the recurrence of flooding is merely statistical. A 100-year flood may occur twice in one year, or twice in one week, for that matter.

It should be noted that greater floods than those shown on the two maps are possible. The flood boundaries indicated provide a historic record only until the map publication date. Additionally, these flood boundaries are a function of the watershed conditions existing when the maps were produced. Cumulative changes in runoff characteristics caused by urbanization can result in an increase in flood height of future flood episodes.

Floodplains play a vital role in reducing the flood damage potential associated with an urbanizing area and, when left in an undisturbed state, also provide valuable wildlife habitat benefits. If it is the petitioner's intent to conduct floodplain filling or modification activities, the petitioner, and the Unit of Government responsible need to consider the potentially adverse effects this type of action could have on adjacent properties. The change or loss of natural floodplain storage often increases the frequency and severity of flooding on adjacent property.

If the available maps indicate the presence of a floodplain on the PIQ, the petitioner should contact the IDNR-OWR and FEMA to delineate a floodplain elevation for the parcel. If a portion of the property is indeed floodplain, applicable state, county, and local regulations will need to be reflected in the site plans.

Another indication of flooding potential can be found in the soils information. Hydric soils indicate the presence of drainage ways, areas subject to ponding, or a naturally occurring high water table. These need to be considered along with the floodplain information when developing the site plan and the stormwater management plan. Development on hydric soils can contribute to the loss of water storage within the soil and the potential for increased flooding in the area.

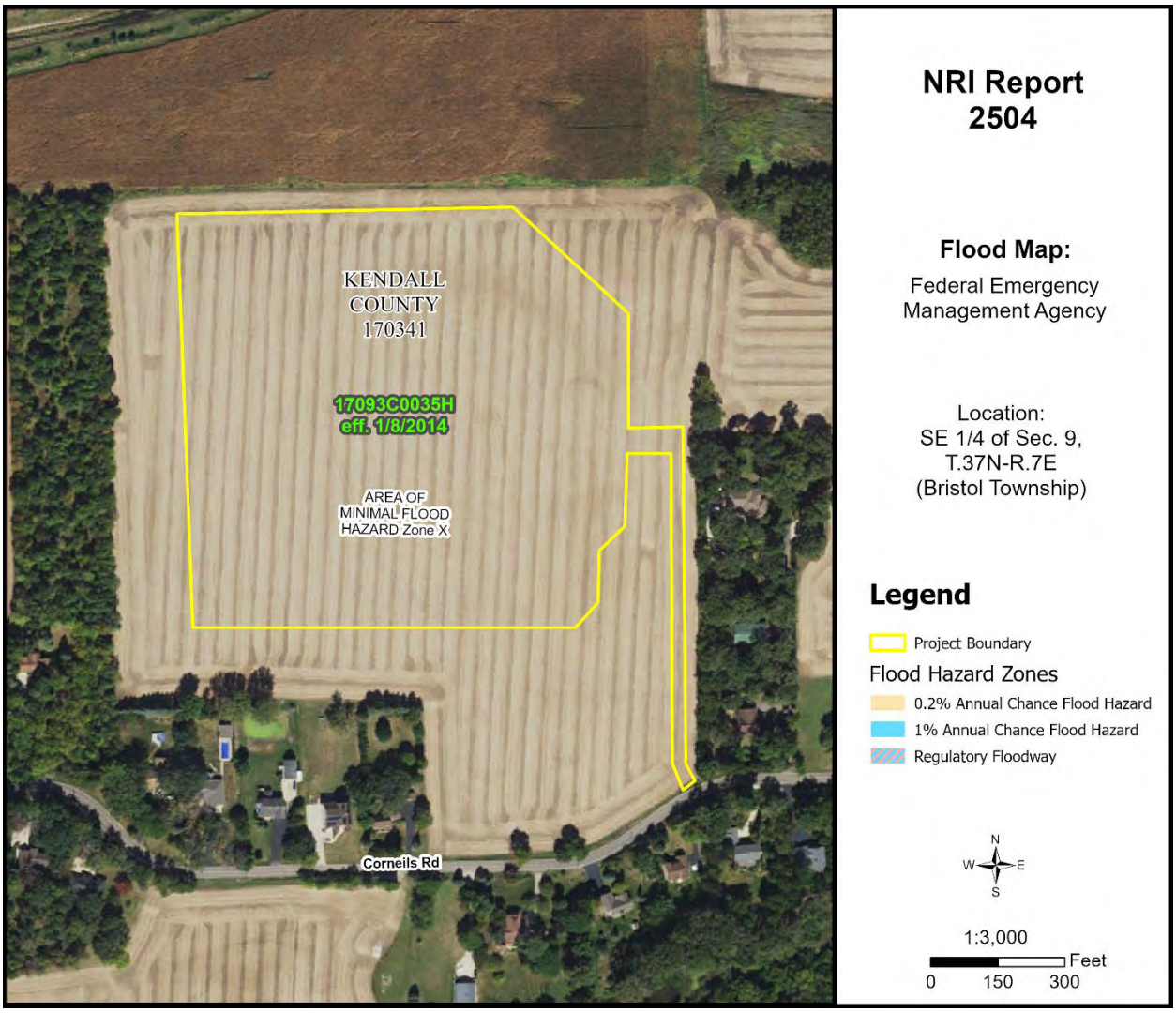

Figure 8: Flood Map

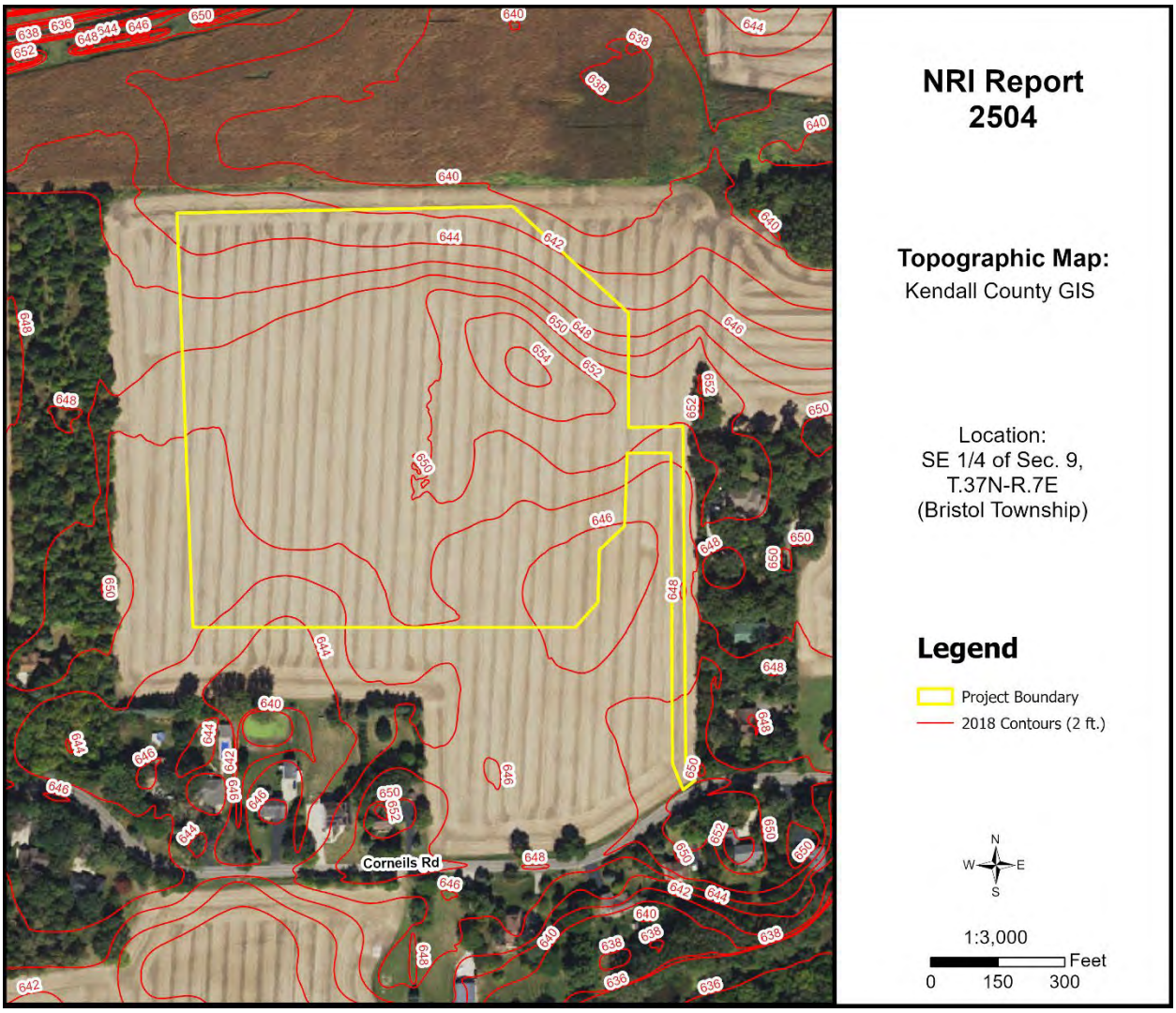

Figure 9: Topographic Map

This parcel contains slopes of 0% to 6% with an elevation range of approximately 642'-654' above sea level. The highest point is in the northwest portion of the site, and the lowest point is along the northern boundary. According to the FEMA Flood Map (Figure 8), the parcel does not appear to contain areas of regulated floodplain or floodway. The parcel is mapped as Zone X (unshaded), an area of minimal flood hazard determined to be outside of the 0.2% annual chance floodplain.

WATERSHED PLANS

WATERSHED AND SUB WATERSHED INFORMATION

A watershed is the area of land that drains into a specific point including a stream, lake, or other body of water. High points on the Earth's surface, such as hills and ridges define watersheds. When rain falls in the watershed, it flows across the ground towards a stream or lake. Rainwater carries pollutants such as oils, pesticides, and soil.

Everyone lives in a watershed. Their actions can impact natural resources and people living downstream. Residents can minimize this impact by being aware of their environment and the implications of their activities, implementing practices recommended in watershed plans, and educating others about their watershed.

The following are recommendations to developers for protection of this watershed: Preserve open space; maintain wetlands as part of development; use natural water management; prevent soil from leaving a construction site; protect subsurface drainage; use native vegetation; retain natural features; mix housing styles and types; decrease impervious surfaces; reduce area disturbed by mass grading; shrink lot size and create more open space; maintain historical and cultural resources; treat water where it falls; preserve views; and establish and link trails.

Figure 10: Sub Watershed Map

This parcel is located within the Lower Fox River watershed and the East Run – Blackberry Creek sub watershed (HUC 12 – 071200070202). The sub watershed comprises approximately 18,638 acres covering parts of Yorkville, Bristol, Sugar Grove, and Aurora.

WETLAND INFORMATION

IMPORTANCE OF WETLAND INFORMATION

Wetlands function in many ways to provide numerous benefits to society. They control flooding by offering a slow release of excess water downstream or through the soil. They cleanse water by filtering out sediment and some pollutants and can function as rechargers of our valuable groundwater. They also are essential breeding, rearing, and feeding grounds for many species of wildlife.

These benefits are particularly valuable in urbanizing areas as development activity typically adversely affects water quality, increases the volume of stormwater runoff, and increases the demand for groundwater. In an area where many individual homes rely on shallow groundwater wells for domestic water supplies, activities that threaten potential groundwater recharge areas are contrary to the public good. The conversion of wetlands, with their sediment trapping and nutrient absorbing vegetation, to biologically barren stormwater detention ponds can cause additional degradation of water quality in downstream or adjacent areas.

It has been estimated that over 95% of the wetlands that were historically present in Illinois have been destroyed while only recently has the true environmental significance of wetlands been fully recognized. America is losing 100,000 acres of wetland a year and has saved 5 million acres total (since 1934). One acre of wetland can filter 7.3 million gallons of water a year. These are reasons why our wetlands are high quality and important.

This section contains the National Wetlands Inventory, which is the most comprehensive inventory to date. The National Wetlands Inventory is reproduced from an aerial photo at a scale of 1” equals 660 feet. The NRCS developed these maps in cooperation with U.S. EPA (Environmental Protection Agency,) and the U.S. Fish and Wildlife Service, using the National Food Security Act Manual, 3rd Edition. The main purpose of these maps is to determine wetland areas on agricultural fields and areas that may be wetlands but are in a non-agriculture setting.

The National Wetlands Inventory in no way gives an exact delineation of the wetlands, but merely an outline, or the determination that there is a wetland within the outline. For the final, most accurate wetland **determination** of a specific wetland, a wetland ***delineation*** must be certified by NRCS staff using the National Food Security Act Manual (on agricultural land.) On urban land, a certified wetland delineator must perform the delineation using the ACOE 1987 Manual. *See the glossary section for the definitions of “delineation” and “determination.”*

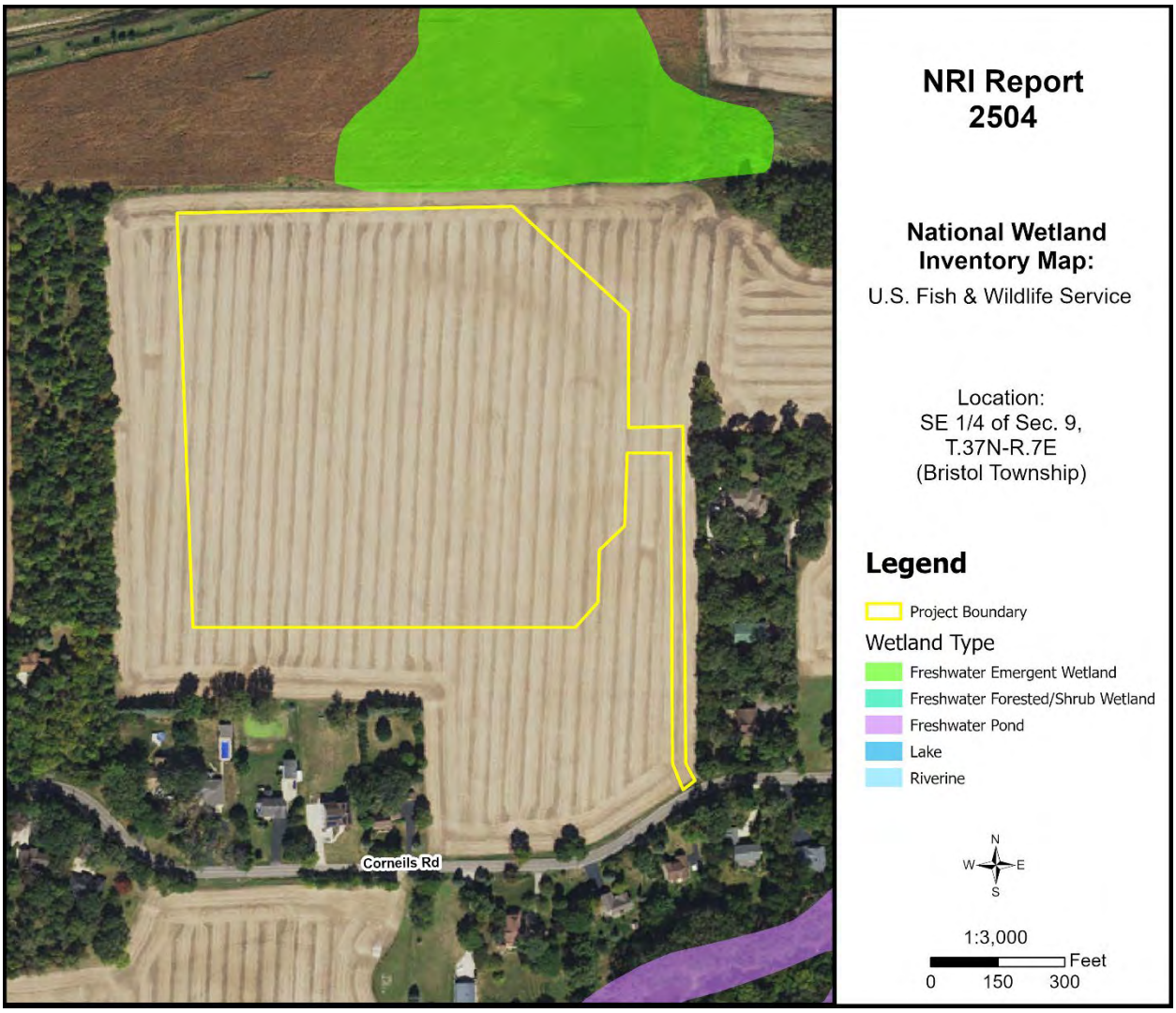

Figure 11: Wetland Map

Office maps indicate that mapped wetlands/waters are not present on the parcel in question (PIQ). To determine the presence of wetlands, a wetland delineation specialist, who is recognized by the U.S. Army Corps of Engineers, should determine the exact boundaries and value of the wetlands.

HYDRIC SOILS

Soils information gives another indication of flooding potential. The soils map on the following page indicates the soil(s) on the parcel that the Natural Resources Conservation Service indicates as hydric. Hydric soils, by definition, have seasonal high water at or near the soil surface and/or have potential flooding or ponding problems. All hydric soils range from poorly suited to unsuitable for building. One group of the hydric soils are the organic soils, which formed from dead organic material. Organic soils are unsuitable for building because of not only the high water table but also their subsidence problems.

It is important to add the possibility of hydric inclusions in a soil type. An inclusion is a soil polygon that is too small to appear on these maps. While relatively insignificant for agricultural use, hydric soil inclusions become more important to more intense uses such as a residential subdivision.

While considering hydric soils and hydric inclusions, it is noteworthy to mention that subsurface agriculture drainage tile occurs in almost all poorly drained and somewhat poorly drained soils. Drainage tile expedites drainage and facilitates farming. It is imperative that these drainage tiles remain undisturbed. A damaged subsurface drainage tile may return original hydrologic conditions to all the areas that drained through the tile (ranging from less than one acre to many square miles.)

For an intense land use, the Kendall County SWCD recommends the following: a topographical survey with 1 foot contour intervals to accurately define the flood area on the parcel, an intensive soil survey to define most accurately the locations of the hydric soils and inclusions, and a drainage tile survey on the area to locate the tiles that must be preserved to maintain subsurface drainage.

Table 10: Hydric Soils

Soil Types	Drainage Class	Hydric Designation	Hydric Inclusions Likely	Hydric Rating %	Acreage	Percent
152A	Poorly Drained	Hydric	N/A	100%	1.9	9.0%
219A	Somewhat Poorly Drained	Non-Hydric	Yes	3%	1.2	5.8%
318C2	Well Drained	Non-Hydric	No	0%	2.1	10.1%
791A	Well Drained	Non-Hydric	Yes	6%	7.5	36.1%
791B	Well Drained	Non-Hydric	Yes	6%	8.1	39.0%

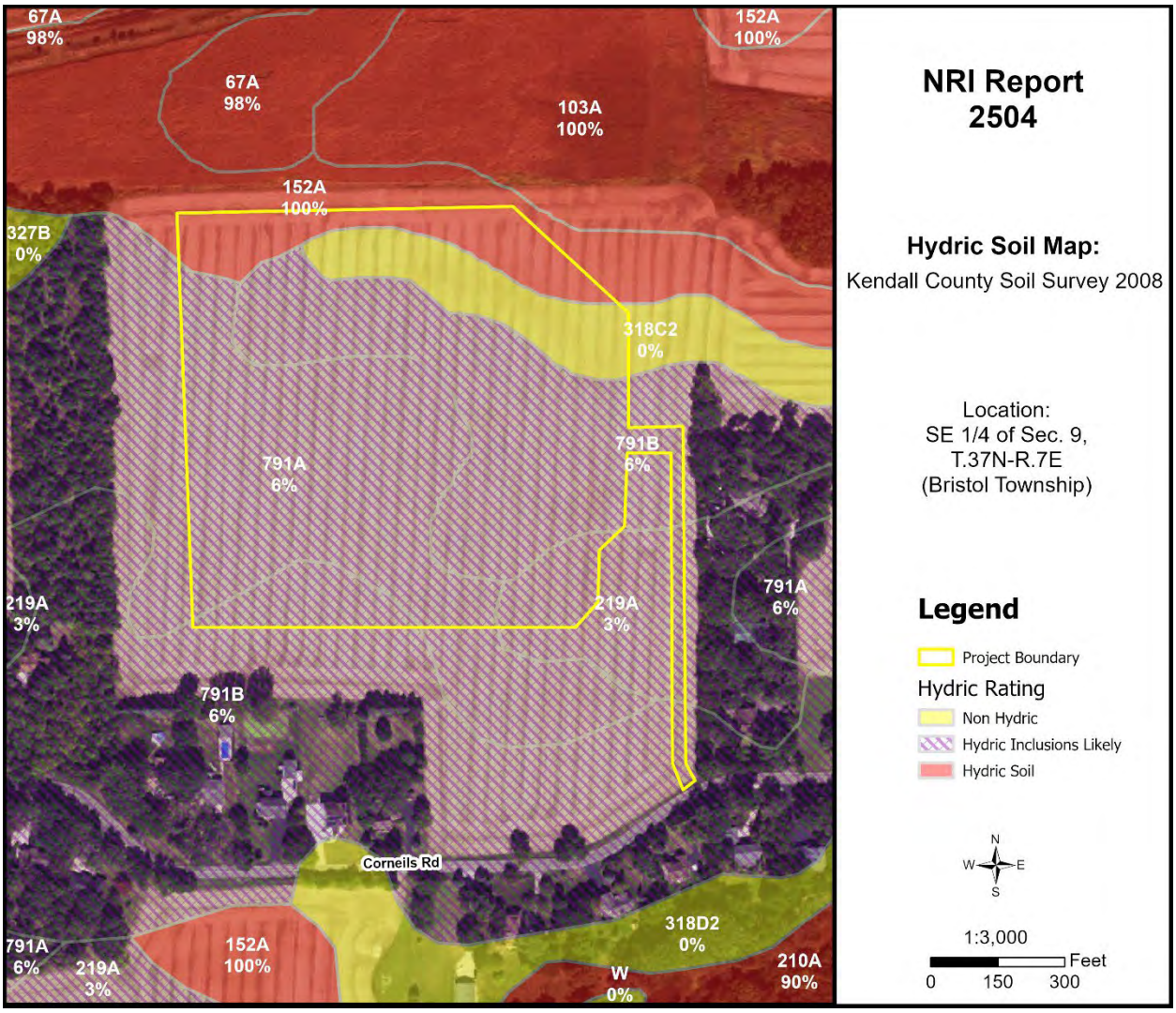

Figure 12: Hydric Soil Map

WETLAND AND FLOODPLAIN REGULATIONS

PLEASE READ THE FOLLOWING IF YOU ARE PLANNING TO DO ANY WORK NEAR A STREAM (THIS INCLUDES SMALL UNNAMED STREAMS), LAKE, WETLAND OR FLOODWAY.

The laws of the United States and the State of Illinois assign certain agencies specific and different regulatory roles to protect the waters within the State's boundaries. These roles, when considered together, include protection of navigation channels and harbors, protection against floodway encroachments, maintenance and enhancement of water quality, protection of fish and wildlife habitat and recreational resources, and, in general, the protection of total public interest. Unregulated use of the waters within the State of Illinois could permanently destroy or alter the character of these valuable resources and adversely impact the public. Therefore, please contact the proper regulatory authorities when planning any work associated with Illinois waters so that proper consideration and approval can be obtained.

WHO MUST APPLY?

Anyone proposing to dredge, fill, rip rap, or otherwise alter the banks or beds of, or construct, operate, or maintain any dock, pier, wharf, sluice, dam, piling, wall, fence, utility, floodplain or floodway subject to State or Federal regulatory jurisdiction should apply for agency approvals.

REGULATORY AGENCIES

- **Wetland or U.S. Waters**: U.S. Army Corps of Engineers, Chicago District, 231 South LaSalle Street, Suite 1500, Chicago, IL 60604. Phone: (312) 846-5530
- **Floodplains**: Illinois Department of Natural Resources - Office of Water Resources, One Natural Resources Way, Springfield, IL 62702-1270. Phone: (217) 782-6302
- **Water Quality/Erosion Control**: Illinois Environmental Protection Agency, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276. Phone: (217) 782-3397

COORDINATION

We recommend early coordination with the regulatory agencies BEFORE finalizing work plans. This allows the agencies to recommend measures to mitigate or compensate for adverse impacts. Also, the agency can make possible environmental enhancement provisions early in the project planning stages. This could reduce time required to process necessary approvals.

CAUTION: Contact with the United States Army Corps of Engineers is strongly advised before commencement of any work in or near a Waters of the United States. This could save considerable time and expense. Persons responsible for willful and direct violation of Section 10 of the River and Harbors Appropriation Act of 1899 or Section 404 of the Clean Water Act are subject to fines ranging up to $16,000 per day of violation, with a maximum cap of $187,500 in any single enforcement action, as well as criminal enforcement.

GLOSSARY

AGRICULTURAL PROTECTION AREAS (AG AREAS) - Allowed by P.A. 81-1173. An AG AREA consists of a minimum of 350 acres of farmland, as contiguous and compact as possible. Petitioned by landowners, AG AREAS protect for a period of ten years initially, then reviewed every eight years thereafter. AG AREA establishment exempts landowners from local nuisance ordinances directed at farming operations, and designated land cannot receive special tax assessments on public improvements that do not benefit the land, e.g. water and sewer lines.

AGRICULTURE - The growing, harvesting and storing of crops including legumes, hay, grain, fruit and truck or vegetable including dairying, poultry, swine, sheep, beef cattle, pony and horse production, fur farms, and fish and wildlife farms; farm buildings used for growing, harvesting and preparing crop products for market, or for use on the farm; roadside stands, farm buildings for storing and protecting farm machinery and equipment from the elements, for housing livestock or poultry and for preparing livestock or poultry products for market; farm dwellings occupied by farm owners, operators, tenants or seasonal or year around hired farm workers.

BEDROCK - Indicates depth at which bedrock occurs. Also lists hardness as rippable or hard.

FLOODING - Indicates frequency, duration, and period during year when floods are likely to occur.

HIGH WATER TABLE - A seasonal high water table is a zone of saturation at the highest average depth during the wettest part of the year. May be apparent, perched, or artesian kinds of water tables.

- **Water table, Apparent**: A thick zone of free water in the soil. An apparent water table is indicated by the level at which water stands in an uncased borehole after adequate time is allowed for adjustment in the surrounding soil.
- **Water table, Artesian**: A water table under hydrostatic head, generally beneath an impermeable layer. When this layer is penetrated, the water level rises in an uncased borehole.
- **Water table, Perched**: A water table standing above an unsaturated zone. In places an upper, or perched, water table is separated from a lower one by a dry zone.

DELINEATION - For Wetlands: A series of pink or orange flags placed on the ground by a certified professional that outlines the wetland boundary on a parcel.

DETERMINATION - A polygon drawn on a map using map information that gives an outline of a wetland.

HYDRIC SOIL - This type of soil is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part (USDA Natural Resources Conservation Service 1987).

INTENSIVE SOIL MAPPING - Mapping done on a smaller more intensive scale than a modern soil survey to determine soil properties of a specific site, e.g. mapping for septic suitability.

LAND EVALUATION AND SITE ASSESSMENT (L.E.S.A.) - LESA is a systematic approach for evaluating a parcel of land and to determine a numerical value for the parcel for farmland preservation purposes.

MODERN SOIL SURVEY - A soil survey is a field investigation of the soils of a specific area, supported by information from other sources. The kinds of soil in the survey area are identified and their extent shown on a map, and an accompanying report describes, defines, classifies, and interprets the soils. Interpretations predict the behavior of the soils under different used and the soils' response to management. Predictions are made for areas of soil at specific places. Soils information collected in a soil survey is useful in developing land-use plans and alternatives involving soil management systems and in evaluating and predicting the effects of land use.

PERMEABILITY - Values listed estimate the range (in rate and time) it takes for downward movement of water in the major soil layers when saturated but allowed to drain freely. The estimates are based on soil texture, soil structure, available data on permeability and infiltration tests, and observation of water movement through soils or other geologic materials.

PIQ - Parcel in question

POTENTIAL FROST ACTION - Damage that may occur to structures and roads due to ice lens formation causing upward and lateral soil movement. Based primarily on soil texture and wetness.

PRIME FARMLAND - Prime farmland soils are lands that are best suited to food, feed, forage, fiber and oilseed crops. It may be cropland, pasture, woodland, or other land, but it is not urban and built up land or water areas. It either is used for food or fiber or is available for those uses. The soil qualities, growing season, and moisture supply are those needed for a well-managed soil economically to produce a sustained high yield of crops. Prime farmland produces in highest yields with minimum inputs of energy and economic resources and farming the land results in the least damage to the environment. Prime farmland has an adequate and dependable supply of moisture from precipitation or irrigation. The temperature and growing season are favorable. The level of acidity or alkalinity is acceptable. Prime farmland has few or no rocks and is permeable to water and air. It is not excessively erodible or saturated with water for long periods and is not frequently flooded during the growing season. The slope ranges mainly from 0 to 5 percent (USDA Natural Resources Conservation Service).

SEASONAL - When used in reference to wetlands indicates that the area is flooded only during a portion of the year.

SHRINK-SWELL POTENTIAL - Indicates volume changes to be expected for the specific soil material with changes in moisture content.

SOIL MAPPING UNIT - A map unit is a collection of soil areas of miscellaneous areas delineated in mapping. A map unit is generally an aggregate of the delineations of many different bodies of a kind of soil or miscellaneous area but may consist of only one delineated body. Taxonomic class names and accompanying phase terms are used to name soil map units. They are described in terms of ranges of soil properties within the limits defined for taxa and in terms of ranges of taxadjuncts and inclusions.

SOIL SERIES - A group of soils, formed from a particular type of parent material, having horizons that, except for texture of the A or surface horizon, are similar in all profile characteristics and in arrangement in the soil profile. Among these characteristics are color, texture, structure, reaction, consistence, and mineralogical and chemical composition.

SUBSIDENCE - Applies mainly to organic soils after drainage. Soil material subsides due to shrinkage and oxidation.

TOPSOIL - That portion of the soil profile where higher concentrations of organic material, fertility, bacterial activity and plant growth take place. Depths of topsoil vary between soil types.

WATERSHED - An area of land that drains to an associated water resource such as a wetland, river or lake. Depending on the size and topography, watersheds can contain numerous tributaries, such as streams and ditches, and ponding areas such as detention structures, natural ponds and wetlands.

WETLAND - An area that has a predominance of hydric soils and that is inundated or saturated by surface or groundwater at a frequency and duration sufficient enough to support, and under normal circumstances does support, a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions.

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Noise Impact Considerations

Perivoliotis CSG - Samuel's Solar 2 LLC

Version 1
February, 2025

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Project Overview

Zepelak CSG is a community solar garden that will employ a fixed tilt solar array proposed in Kendall County, IL. The project will be developed on previously cropped and developed farm land. The total area will encompass approximately 20.1 acres.

The project will consist of three phases which could potentially cause noise pollution: (1) a construction phase of approximately 6-12 months, (2) a project lifetime of approximately 30-35 years, and (3) a decommissioning phase of approximately 20-25 weeks.

The following document is a preliminary analysis of potential noise caused by the three phases of this community solar project. The noise-causing equipment will be highlighted and analyzed for each phase of the project.

**The following document was prepared by Enterprise Energy LLC, a community solar developer and not a professional acoustic consultant. Data and information for this analysis was acquired by a 47 page Noise Impact Analysis performed by AECOM Environmental for a 250MW solar project in a similar developed farm landscape in Imperial County, California (1)*.

Site Location and Design

Site Address: Zepelak Community Solar Garden,
Samuel's Solar 2 LLC
9318 Corneils Ave
Yorkville, IL
60560

Site Developer: Enterprise Energy LLC
[redacted]

Developer Contact: Dan Gorman
Tel: [redacted]

ENTERPRISE ENERGY

Project Design

For standard noise reduction practices, all construction and operating equipment during the project's lifetime will be located at least 50' from the parcel boundary. Decibel thresholds are measured at a distance of 50' from the sound source.

All diesel equipment should be operated with appropriate mufflers, and with engine doors closed.

Whenever possible, electrical power should be used in place of generators, to reduce noise.

Construction will occur only between 7:00 AM and 7:00 PM Monday through Friday, 9:00 AM to 5:00 PM on Saturdays, and no operation of equipment on Sundays

Any inverters located within 100' of a residence will be shielded with some type of structural barrier to reduce noise to less than 10dBA continuous noise level.

Facility components include:

1. PV modules and Single Axis Trackers
2. Inverters
3. Transformer
4. Switchgears

Noise Terminology and Thresholds

Noise is typically described as unwanted sound. Sound is mechanical energy transmitted as a wave through a fluid to a hearing organ. Sound is described by frequency and amplitude, that define pitch and loudness respectively. The audible frequency range for humans is 20Hz-20,000Hz.

Noise effects on humans range from annoyance to hearing impairment, depending on the pitch and loudness, which is defined in decibels (dB). A-weighted noise levels are decibel measurements, but weighted similarly to the Richter scale, to reflect how the human ear perceives sound. The human ear perceives loudness depending on the frequency of the sound, which is different from the purely physical wave intensity. All noise levels in this report are therefore reported in A-weighted decibels (dBA).

Typical Construction Noise Levels:

Table 4. Typical Construction Equipment Noise Levels

Type of Equipment	Range of Maximum Sound Levels Measured (dBA at 50 feet)	Suggested Maximum Sound Levels for Analysis (dBA at 50 feet)
Rock Drills	83-99	96
Jack Hammers	75-85	82
Pneumatic Tools	78-88	85
Pumps	74-84	80
Dozers	77-90	85
Scrapers	83-91	87
Haul Trucks	83-94	88
Cranes	79-86	82
Portable Generators	71-87	80
Rollers	75-82	80
Tractors	77-82	80
Front-End Loaders	77-90	86
Hydraulic Backhoe	81-90	86
Hydraulic Excavators	81-90	86
Graders	79-89	86
Air Compressors	76-89	86
Trucks	81-87	86
Pile Driver (Vermeer PD10)[1]	-	84

Source: Bolt, Beranek & Newman, 1987.

[1] Based on a 105.8 dBA at the operator's ear, as specified by Vermeer (2012). According to Mr. Dale Siever of Vermeer Sales Southwest, the operator's ear is approximately 4 feet from the part of the pile driver where noise is emitted. Therefore, based on the standard noise attenuation rate of -6 dBA per doubling of distance for point sources, noise from the pile driver would

7

Corona Noise

Corona noise is emitted when the intensity of an electric field surrounding a conductor exceeds the rating of its insulator, causing a dissipation of energy that may result in audible noise. Irregularities or water on the surface of the insulator surface can make audible corona noise more likely. Audible noise from conductors is more likely during wet weather. See below for a table of noise levels for wet transmission lines (the “worst-case scenario”).

Table 5. Transmission Line Voltage and Audible Noise Level

Line Voltage (kV)	Audible Noise Level Directly Below the Conductor (dBA)
138	33.5
240	40.4
356	51.0

kV = kilovolt
Sources: EPRI 1978,EPRI 1987

Vibration and Vibration Noise

Construction can also generate vibrations, defined as waves traveling through mass, such as soil. Vibrations from construction sources do not typically reach levels that could cause any structural damage to nearby residences or other structures. Damage could be possible depending on the construction activity, for structures within 25 feet of activity. Vibrations dissipate greatly due to dispersion and friction losses the further from the source of vibration, so keeping all residences at least 50 feet away from the project should eliminate any risk of vibration-borne damage.

Vibrations can, however, cause annoyance to humans. See the table below for effects of vibration on people and structures

Table 6. Effects on People and Structures at Various Vibration Levels

Vibration Level (in/sec ppv)	Effects on People	Effects on Structures
0.006-0.019	Threshold of perception; possibility of intrusion	Unlikely to cause damage of any type
0.08	Vibrations readily perceptible	Recommended upper level for ruins and ancient monuments
0.1	Threshold of annoyance	Virtually no risk of damage
0.2	Annoying to people in buildings	Threshold of risk of architectural damage to normal dwelling with plastered walls and ceilings
0.4-0.6	Considered unpleasant	Architectural damage and possibly minor structural damage

Source: Jones & Stokes 2004
Note: Caltrans considers most construction vibrations, with the exception of pile driving and blasting, to be continuous.

Table 7. Typical Construction Equipment Vibration Emissions

Equipment	Peak Particle Velocity (inches per second)[1]		
	At 25 feet	At 50 feet	At 100 feet
Clam Shovel Drop (slurry wall)	**0.202**	0.071	0.025
Vibratory Roller	**0.210**	0.074	0.026
Hoe Ram	**0.089**	0.031	0.011
Large Bulldozer	**0.089**	0.031	0.011
Caisson Drilling	**0.089**	0.031	0.011
Loaded Trucks	0.076	0.027	0.010
Jackhammer	0.035	0.012	0.004
Small Bulldozer	0.003	0.001	0.0004

Source: Federal Transit Administration: Transit Noise and Vibration Impact Assessment, 2006

[1] Bold values are considered an annoyance to people.

In keeping construction activities at least 50’ from occupied residences, no vibrations that exceed annoyance levels will be experienced at neighboring properties.

Federal Noise Regulations

Federal noise regulations were developed following the recognition of noise impact on humans in the Noise Control Act of 1972.

The Occupational Safety and Health Administration agency (OSHA) limits noise exposure for workers to 90dB L_{eq} or less for 8 hours and 105 dB L_{eq} for 1 hour. Appropriate noise PPE shall be worn by all workers.

The EPA recommends that noise levels be limited to 55 dBA average over 24 hours, in order to protect human welfare. A 70 dBA average should not be exceeded in order to prevent hearing loss (*2*).

Illinois Pollution Board Regulations

The *Illinois Noise Related Statutes and Regulations* document (*3*) classifies our project as Industrial or Non-building Construction, corresponding to LBCS Function Code 7450. Using this LBCS code classifies our project as a Class C Land Use according to Illinois Pollution Control Board’s *Environmental Protection Document: Subtitle H: Noise (4)*.

The *Environmental Protection Document: Subtitle H: Noise* recommends daytime (6:00AM to 11:00PM) noise levels be limited to 58 dBA, except explosive noise which cannot exceed 107 dBA, when measured 25’ from neighboring property lines. As construction activities will always be at a minimum 200’ from neighboring residences, these limits are not likely to be exceeded. However, when construction begins, sound testing may be done at neighboring parcel lines to confirm levels are in compliance with both the EPA and the Illinois Noise Regulations.

Noise Impact:

Phase I: Construction Activities

Approximately 6-12 months

Initial development would begin with grading and building of the access road, followed by the establishment of temporary laydown areas, as designated by the final site plan. On this laydown area, equipment may include, but is not limited to: construction trailer, temporary restroom, parking area, material receiving and storage, recycling and waste area, construction power sources.

Daily road usage activities include, but are not limited to: delivery of construction equipment, project materials, and worker trips. Number of vehicles and workers expected could vary throughout the construction period.

Construction of the array may include, but is not limited to: grading, compacting, excavating. Equipment used for such activities may include, but is not limited to: backhoes, bulldozers, pile drivers, excavation equipment, as well as hand tools.

Equipment likely to generate the most noise (as seen in Table 4), are earth moving and pile-driving equipment, which generate approximately 85 dBA at 50 feet. This maximum noise level would last between 2-4 minutes at a time. Average noise levels during array construction would be around 75 dBA at 50 feet.

However, as our project is unlikely to require much, if any grading (other than for the 1250 foot access road), maximum and average noise levels during construction time would likely be lower than these “worts-case scenario” levels.

Equipment usage and construction activities will be limited to the hours of 7:00 AM to 7:00 PM Monday through Friday, 9:00 AM to 5:00 PM on Saturdays, and no operation of equipment on Sundays

Phase II: Operation

Approximately 30-35 years

Operational activities would generate low levels of noise, and be limited to daylight hours (when PV arrays operate), which is when other ambient noise is generally highest. Daily noise would come from operation of the inverter when electricity is being produced, the transformer, the small motors for the trackers, and potentially the corona noise from the feeder lines.

Inverter: The Solectria 250kW inverter is rated at 67 dBA at 10 feet, as per the manufacturer’s data spec sheet. Using sound attenuation inverse square law, noise levels at 50 feet would therefore be approximately 53 dBA. This is the maximum noise output of the inverter at 50 feet, so noise levels for residences more than 100 feet away would be considerably less. Furthermore, the maximum noise levels would only occur during daylight hours, so the 24-hour average noise level would be much less, and far below regulatory requirements.

Transformer: The exact model of transformer used for this project will be determined by the Utility that is responsible for our interconnection. However, average decibel levels for medium voltage transformers between 2001-2500 kVa, appropriate for our project size, are 62 dBA. This level is at 50 feet, and our transformers will be 100+ feet from any residence.

Single Axis Trackers: These small motors are what use power to slowly rotate the modules throughout the day to maximize solar input. The trackers rotate from -52° to +52° throughout the day, rotating roughly 1° every 3.5 minutes. The motors are stored in housing compartments, which greatly reduce the noise levels such that they should not have any significant effect on the overall project noise impact. Another possible source of noise would be the friction between the linkages between the tracker rods and the modules. Again, this noise will be insignificant *(5)*.

Corona Noise: Feeder lines at this site are 12kV which is far below the minimum of 138kV listed in Table 5. As corona noise levels decrease with voltage, the noise emitted from the 12kV feeder line will likely be negligible.

Phase III: Decommissioning

Approximately 20-25 weeks

Decommissioning will likely consist of activities including but not limited to excavation, ground work, pile-driving, and most other activities also associated with project construction. Therefore levels of noise would be similar to those of construction, and will be below regulatory thresholds. Decommissioning should last only approximately 20-25 weeks.

11

Conclusion:

As no phase of project lifetime (construction, operation, or decommissioning) is likely to exceed federal or local regulatory thresholds when performed at the setbacks as designed in the site plan, this project does not plan any further noise mitigation efforts.

Sources

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2. US EPA, OA. “EPA Identifies Noise Levels Affecting Health and Welfare.” *Www.epa.gov*, 2 Apr. 1974, www.epa.gov/archive/epa/aboutepa/epa-identifies-noise-levels-affecting-health-and-welfare.html.

3. Illinois Noise Related Statutes and Regulations. (n.d.). Retrieved from https://noisefree.org/wp-content/uploads/2017/12/illinois.pdf.

4. Illinois Pollution Control Board, Title 35: Environmental Protection, Subtitle H: Noise, Chapter I: Pollution Control Board, Part 901: Sound Emission Standards and Limitations for Property Line-Noise-Sources, effective November 1, 2018.

5. Hankard Environmental, Inc. (2019). 1 Noise Measurement and Analysis Results for the Luning Solar Energy Center. 2 Public Service Commission of Wisconsin. 3 PSC REF#:384115. Retrieved from [link to document if available].

6. https://www.makeitelectric.org/nema-standards-technologies/nema-standards/

Analysis of Glare

Enterprise Energy has analyzed the proposed Solar Facility in Bristol Township for its potential to cause glare visible from surrounding properties. Below is a summary of the methodology used to assess the potential for glare.

1. The site plan was assessed to determine the most likely areas for potential glare.
2. Three areas of occupancy within the area most likely to receive glare were then identified.
3. Utilizing the software PV GlareCheck the maximum theoretical glare at all three locations was established.
4. The results from the PV GlareCheck were then analyzed by our engineering team to correct for software assumptions that do not exist at this location.
5. Final results were determined.

Determination of Glare Prone Areas

The proposed solar facility has a fixed tilt solar array. It is composed of rows of solar panels that run from East to West. These solar panels are tilted to the South in order to capture the maximum amount of sun light. The area to the South of the solar array would be the most likely to experience glare as any reflection of the sun would be primarily directed Southward.

Points of Interest

Three points within the area mostly likely to experience glare were identified. The criteria used to select these points are as follows:

Point 1: This location is the closest residence to the solar facility.

Point 2: This location is the closest residence with the least existing screening to the solar facility.

Point 3: This location is a public right of way, and could be occupied by pedestrian and car traffic.

PV-GlareCheck Software Results

The results of the PV GlareCheck have been attached hereto. These results are considered the Maximum Theoretical glare at the three designated points. At all three locations the Maximum Theoretical glare is within allowable limits and demonstrates minimal glare potential to adjacent landowners or the public.

Analysis of Results

Pv-GlareCheck modeled the potential of glare at all three locations. At all three location there was either no potential for glare or minimal potential for glare. The maximum theoretical potential for glare at all three locations were within acceptable standards.

Closer analysis of the site-specific features and the glare results strongly suggest that there is no likelihood at all for glare at any of the three sites. PV-GlareCheck relies on certain universal standards needed to model the maximum theoretical glare. However, site specific conditions can radically reduce or eliminate glare.

Sunrise and Sunset Angle: Due to the short duration of potential glare shown in the PV-GlareCheck report at Site 1 and 3 the glare being shown is most certainly sunrise glare at Site 1 and unset glare at Site 3. PV-GlareCheck utilized a 5-degree angle at sunrise and sunset. At this particular site there are full-grown trees to the East and West of the solar array. The Sun will need to be visible over these trees before it can be reflected off of the solar array (approximately 7-9 degrees above horizon). As such, the brief duration of glare at both of these locations is likely not to materialize as the sun will be below the tree canopy during these times.

Screening: PV-GlareCheck has no ability to add intervening screening between the solar array and potential points of interest. This particular project includes planting substantial vegetative screening between the array and all neighboring residences. This screening would block glare from the solar array before it gets to any of the surrounding residences. In addition, much of the Southern portion is already screened by fully grown trees and already is not visible from the neighboring properties.

Final Results

The maximum theoretical potential glare from this project falls within accepted standards. Considering that several of the site-specific conditions will reduce or eliminate glare potential it is safe to say that glare will not be a hinderance to neighbors or the public at large. Glare will be monitored after construction to ensure its compliance with regulatory standards and good neighbor practices. Should glare be found after construction it is readily solvable through fence modification/slatting or other measures.

Glare Simulation Report

Bristol 100

User ID: lWIUCjYJ9LhgIuHccsN3d5STGpE2

Project ID: iyRYIVTLAQxVfwhKdjTb

Simulation ID: ZCIRONA98127

Timestamp: 2025-04-18 16:22:23

Version Calculator: 0.9.9 (beta)

1. Overview Map

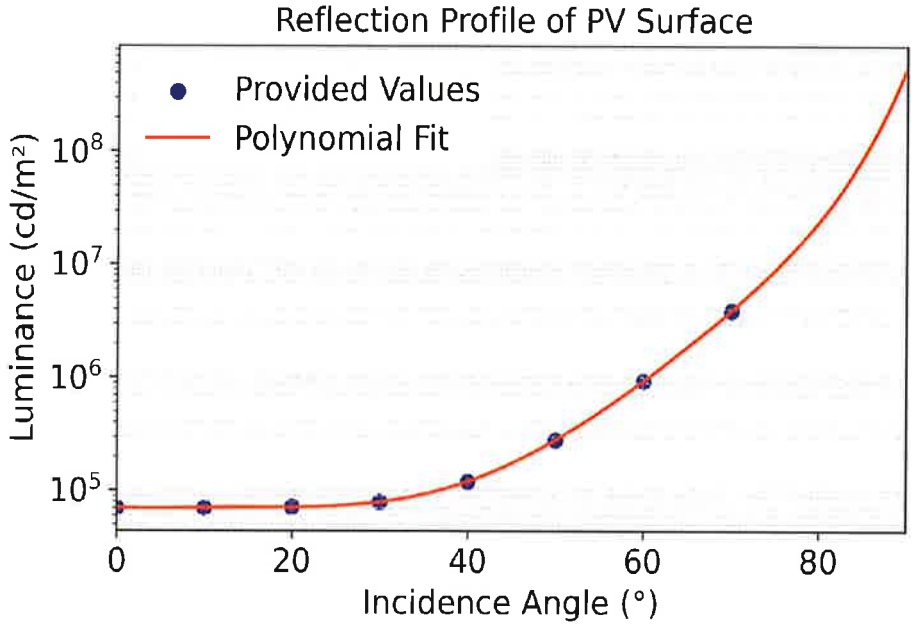
Figure 1: Overview map showing PV areas (blue) and detection points (red).

2. Simulation Parameters

Table 1: Simulation parameters used in the glare analysis.

Parameter	Value	Description
Resolution	5 min	Time resolution for simulations.
Sun Elevation Threshold	5°	Threshold for solar elevation: glare is only evaluated when the sun is above this angle.
Beam Spread	5.0°	Angular spread of the reflected beam.
Sun Angle	0.5°	Defines the apparent diameter of the sun as seen from Earth.
Sun Reflection Threshold	10.0°	Minimum angle between incident sunlight and its reflection, below which the glare from the sun itself dominates and renders the reflection irrelevant.
Intensity Threshold	30000 cd/m²	Minimum luminance threshold for a reflection to be considered relevant glare.
Module Type	Standard Module with ARC	Defines the type of photovoltaic module applied in the simulation.

Figure 2: Reflection profile as measured and fitted (values valid at 100,000 lux). The blue markers represent the provided values and the red line shows the polynomial fit. The y-axis is logarithmic.



3. Evaluation of Results

This evaluation is based on three key guidelines: the German LAI guideline (issued by the Bund/Länder-Arbeitsgemeinschaft für Immissionsschutz), the Austrian OVE guideline R 11-3 (2016), and the Swissolar guideline for photovoltaic systems in Switzerland. These guidelines provide thresholds for acceptable glare exposure at sensitive locations such as residential buildings or other protected areas.

To assess the potential impact of glare, we apply a traffic light system derived from the most restrictive limits defined in the guidelines:
Green: No or minor glare impact. This applies when glare at the detection point does not exceed 30 minutes per day and 30 hours per year. No further action is required.
Yellow: Moderate glare impact. This category meets the Swiss guideline but not the stricter German and Austrian thresholds. Glare is limited to a maximum of 30 minutes per day on any given day, up to 60 minutes per day on no more than 60 days per year, and up to 120 minutes per day on no more than 20 days per year (with a total not exceeding 50 hours annually). In this case, a more detailed assessment is recommended.
Red: Severe glare impact. All guideline thresholds are exceeded. Further analysis and the implementation of mitigation measures are strongly recommended.

The following table explains the traffic light system:

Table 2: Traffic light system for glare evaluation.

Color	Impact Level	Description
Green	No/Minor Glare	≤ 30 min/day and ≤ 30 h/year; no action needed.
Yellow	Moderate Glare	Within Swiss limits but exceeds LAI/OVE: ≤ 30 min/day (any day), ≤ 60 min/day (max 60 days/year), ≤ 120 min/day (max 20 days/year), total ≤ 50 h/year; further analysis recommended.
Red	Severe Glare	Exceeds all limits; further analysis and mitigation likely required.

The evaluation is based solely on the relevant glare effects identified during the calculations.

4. Summary of Results

This table summarizes the results for each detection point (DP).

Table 3: Summary of glare results per detection point.

DP Number	Max. Glare per Day (min)	Glare per Year (min)	Days with Glare	Days with >30 min Glare	Days with >60 min Glare	Days with >120 min Glare
1	5	45	9	0	0	0
2	0	0	0	0	0	0
3	25	790	44	0	0	0

5. Impact Level Assessment

Table 4: Impact level assessment for each detection point.

DP Number	Impact Level
1	No/Minor Glare
2	No/Minor Glare
3	No/Minor Glare

6. PV Areas Details

Table 5: Overview of PV areas with Azimuth and tilt.

PV Area	Azimuth (°)	Tilt (°)
PV AREA 1	176.5	29.5

Table 6: List of the original corner points of the PV areas.

PV Area	Latitude	Longitude	Ground Elevation (m)	Height Above Ground (m)
PV AREA 1	41.6929	-88.434489	198.5	3.5
PV AREA 1	41.692812	-88.438104	198.5	3.5
PV AREA 1	41.695038	-88.438151	198.5	2.5
PV AREA 1	41.695127	-88.43451	198.5	2.5

7. Detection Points (DPs) Details

Table 7: Details of detection points.

DP Number	Latitude	Longitude	Ground Elevation (m)	Height Above Ground (m)
1	41.691664	-88.43763	196.8	1.5
2	41.691592	-88.436718	197	1.5
3	41.691461	-88.434112	197	1.5

ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)
May 6, 2025 – Unapproved Meeting Minutes

PBZ Chairman Seth Wormley called the meeting to order at 9:00 a.m.

Present:
Matt Asselmeier – PBZ Department
David Guritz – Forest Preserve
Brian Holdiman – PBZ Department
Fran Klaas – Highway Department
Alyse Olson – Soil and Water Conservation District
Aaron Rybski – Health Department
Seth Wormley – PBZ Committee Chair

Absent:
Meagan Briganti – GIS Department
Greg Chismark – WBK Engineering, LLC
Commander Jason Langston – Sheriff's Department

Audience:
Dan Gorman

PETITIONS

Petition 25-04 Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

Mr. Asselmeier summarized the request.

The Petitioner is seeking a special use permit for a commercial solar energy facility and a variance to Section 36-282(17)a of the Kendall County Code to allow a commercial solar energy facility on land within one point five (1.5) miles of municipality without an annexation agreement.

The application materials, including the boundary survey, stormwater information, including the wetland delineation report, site plan, vegetative management plan, decommissioning information, and the Agricultural Impact Mitigation Agreement were provided.

The property is located between 9417 and 9221 Corneils Road in Bristol Township.

The property is approximately thirty-seven (37) acres in size with approximately twenty (20) acres inside the fence.

The existing land use is Agricultural and the property is zoned A-1.

The County's Future Land Use Map calls for the property to be Suburban Residential (Max 1.00 DU/Acre) and Yorkville's Future Land Use Map calls for the property to be Estate/Conservation Residential.

Corneils Road is a Minor Collector Road maintained by Bristol Township.

The United City of Yorkville has a trail planned along Corneils Road.

There are no floodplains on the property. There is one (1) farmed wetland on the property and two (2) additional wet areas on the property identified in the wetland delineation report.

The adjacent land uses are Agricultural and Single-Family Residential.
The adjacent properties are zoned A-1 and R-3 in the County and R-2, R-2D, R-3, and B-3, inside Yorkville.

The County's Land Resource Management Plan calls for the area to be Urbanized Communities, Suburban Residential, and Commercial.

Yorkville's Comprehensive Plan calls for the area to be Estate/Conservation Residential and Metra Station Transit Oriented Development.

Properties within one half (1/2) of a mile are zoned A-1, A-1 SU, R-3, B-1, and B-3 in the County and R-2, R-2D, R-3, R-4, and B-3 inside Yorkville.

The A-1 special use permit to the east is for a landscaping business. The A-1 special use permit to the west is for a welding business.

Approximately thirty-three (33) homes, not including the homes in the original town of Bristol Station are located within half (1/2) of a mile of the subject property. Raging Waves water park is also located within half (1/2) of a mile of the subject property.

EcoCAT Report identified protected resources in the area, but negative impacts were unlikely. The Illinois Department of Natural Resources recommended establishing pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

The LESA Score was 179 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Bristol Township on April 23, 2025.

Prior to submittal to Kendall County, the Bristol Township Board reviewed the proposal on April 7, 2025, but that meeting was for informational purposes only.

Petition information was sent to the United City of Yorkville on April 23, 2025.

Prior to formal application submittal, the United City of Yorkville submitted an email stating they would not pursue annexation at this time. The email notes the proximity of several homes to the subject property; the proposal does not meet Yorkville's one thousand foot (1,000') setback requirement from Corneils Road; the proximity to a wetland was noted; five (5) new utility poles were proposed. Yorkville's email was provided.

On March 25, 2025, Yorkville submitted an email requesting a forty-foot (40') right-of-way dedication. On April 2, 2025, Bristol Township submitted an email agreeing to the requested dedication. These emails were provided.

Petition information was sent to the Bristol-Kendall Fire Protection District on April 23, 2025.

Per § 36-282(17) of the Kendall County Code, commercial solar energy facilities businesses can be special uses on A-1 zoned property subject to the following conditions:

a. All commercial solar energy facilities and test solar energy systems located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property. Petitioner is requesting a variance.

b. The setbacks for commercial solar energy facilities shall be measured from the nearest edge of any component of the facility as follows:

   Occupied Community Buildings or Dwellings on Nonparticipating Properties-One hundred fifty feet (150') from the nearest point on the outside wall of the structure

   Boundary Lines of Participating Properties-None

   Boundary Lines of Nonparticipating Properties- Fifty feet (50') to the nearest point on the property line of the nonparticipating property

   Public Road Rights-Of-Way-Fifty feet (50') from the nearest edge

   The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. Per the site plan, the closet nonparticipating structure is greater than two hundred fifty feet (250') from the solar panels. The solar panels are greater than five hundred feet (500') from Corneils Road.

c. A commercial solar energy facility's perimeter shall be enclosed by fencing having a height of at least six feet (6') and no more than twenty-five feet (25'). This is true. Per the application materials, the fence is proposed to be six feet (6') in height. As noted in the site plan, the fence will be six inches (6") above the finished grade. The fence will be chain link topped with barbed wire.

d. No component of a solar panel as part of a commercial solar energy facility shall have a height of more than twenty feet (20') above ground when the solar energy facility's arrays are at full tilt. This is true. Per the site plan, the maximum height will be ten feet, eleven and three-eighths inches (10'-11 3/8").

e. The above setback, fencing, and component height requirements may be waived subject to written consent of the owner of each affected nonparticipating property. This written consent shall be submitted at the time of application submittal. No such consent requested or needed.

f. Sound limitations for components in commercial solar energy facilities shall follow the sound limitations established by the Illinois Pollution Control Board. A noise study was provided.

g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials. The decommissioning plan was provided and was outlined in the Agricultural Impact Mitigation Agreement. The Petitioner is offering a bond of Fifty Thousand Dollars ($50,000). The Petitioner is agreeable to not fight the County in court, if the County wished to acquire title to the subject property in the event that the decommissioning bond is insufficient to cover all of the costs.

h. A vegetative screening shall be placed around the commercial solar energy facility. The site plan references a row of Black Hills Spruce and a row Buttonbush. The spruce will be six feet (6') minimum in height within three (3) years of planting and the Buttonbush will be four feet (4') minimum in height within three (3) years of planting. The vegetative management plan was provided. The types of vegetation, timing of planting, and maintenance plan are included in the vegetative management plan.

i. Commercial solar energy facility applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool (EcoCat) or a comparable successor tool. The commercial solar energy facility applicant shall adhere to the recommendations provided through this consultation. The EcoCat was submitted and the recommendation was to establish pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

j. Commercial solar energy facility applicants shall provide the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines and any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review. This was provided with the application material. Five (5) threatened or endangered species were in the area.

k. A facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission. While the site is designed around one (1) farmed wetland, there are other wet areas on the property that need to be examined through the stormwater permit review process.

l. A facility owner shall provide evidence at the time of application submittal of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under applicable State law. This information was provided. The State Historic Preservation Office is requesting a Phase I Archeological Survey.

m. A commercial solar energy facility owner shall plant, establish, and maintain for the life of the facility vegetative ground cover consistent with State law and the guidelines of the Illinois Department of Natural Resources' vegetative management plans. The vegetation management plan shall be required at the time of application

submittal. The vegetation management plan, including timelines for planting and maintenance of the vegetation, was provided,

n. The facility owner shall enter into a road use agreement with the jurisdiction having control over the applicable roads. The road use agreement shall follow applicable law. The facility owner shall supply the Kendall County Planning, Building and Zoning Department with a copy of the road use agreement. This provision shall be waived if the jurisdiction having control over the applicable roads does not wish to enter into an agreement. To date, the road use agreement negotiations are ongoing. The application materials and the site plan show at a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

o. The facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial solar energy system within a reasonable time after construction of the commercial solar energy facility is complete. The specific time shall be set in the special use permit. No drain tile information was provided. There is a statement in the application materials saying that no drain tile exists on the property.

No buildings are planned for the site. Any structures proposed for the site, including the solar arrays, shall obtain applicable permits.

The property is presently farmland. No wells, septic systems, or refuse collection points were identified.

The proposed area of disturbance is approximately point six-five acres (0.65). The County has concerns regarding the wet areas identified in the wetland delineation report and the farmed wetland identified on the property. The Petitioner submitted a stormwater permit application.

The temporary laydown area shown on the site plan is not proposed to be gravel.

Four (4) infiltration basins are shown on the site plan. Three (3) of these basins would be installed if required by the stormwater pollution prevention plan. No information regarding the infiltration basin was provided.

The application materials and the site plan show a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

No permanent parking was proposed. There will be a staging area during construction.

No lighting was proposed.

The Petitioner proposed installing one (1) sign at the vehicular access gate stating emergency contact information.

A glare study was provided.

No information was provided regarding impacts on property values

No odors were foreseen.

A noise study was provided.

If approved, this would be the second special use permit for a commercial solar energy facility in unincorporated Kendall County.

The proposed Findings of Fact for the special use permit were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Corneils Road will be retained for agricultural use and/or future residential use. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned A-1 and various residential classifications and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Corneils Road and screened by vegetation from neighboring houses to avoid negative visual impacts.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Bristol Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. While no drain tile is believed to be on the subject property, damaged drain tile will be repaired as outlined in the Agricultural Impact Mitigation Agreement and a condition attached to this special use permit.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the requested variance is granted, the proposal meets all applicable regulations.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 3-4 of the Land Resource Management Plan, "Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of similar proposals.

The proposed findings of fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property is located within one point five (1.5) miles of the United City of Yorkville. Information was provided stating that the United City of Yorkville did not wish to annex the property or enter into a pre-annexation agreement.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Given that the Kendall County Regional Planning Commission previously recommended denial of proposals on properties classified as Residential on the County's Future Land Use Map, and because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities, Staff's recommendation is neutral. Assuming that conditions can be imposed on the special use permit, the proposed conditions and restrictions are as follows:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, decommissioning plan, road access plan (yet to be submitted), and Agricultural Impact Mitigation Agreement. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row.
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan, the owners of the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.
4. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.
5. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
6. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
7. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.
8. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
9. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
10. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
11. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
12. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.
13. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
14. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
15. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Mr. Guritz asked what happens if the property changes hands. Mr. Asselmeier responded that the special use permit runs with the land.

Ms. Olson discussed soil limitations on the property. She asked if any soil tests had occurred. Dan Gorman, Petitioner, responded that soil test will occur in the future.

Chairman Wormley requested a condition requiring a community impact agreement to reimburse the County for the loss of development on the property. Mr. Gorman provided a draft agreement.

Mr. Klaas did not agree that the project would generate no air, noise, or water pollution as outlined in the first finding of fact for the special use permit. He believed that the production, installation, and decommissioning of solar panels did create pollution.

Mr. Guritz questioned the installation of the Spruce trees because they do not survive well in the area. He recommended working with local suppliers on trees.

Mr. Guritz made a motion, seconded by Mr. Rybski, to forward the proposal to the Kendall County Regional Planning Commission with a neutral recommendation and the addition of a condition requiring a community impact agreement.

The votes were follows:
Ayes (7): Asselmeier, Guritz, Holdiman, Klaas, Olson, Rybski, and Wormley
Nays (0): None
Abstain (0): None
Absent (3): Briganti, Chismark, and Langston

The motion passed.

The proposal goes to the Kendall County Regional Planning Commission on May 28, 2025.

PUBLIC COMMENT

None

ADJOURNMENT

Mr. Holdiman made a motion, seconded by Mr. Guritz, to adjourn.

With a voice vote of seven (7) ayes, the motion carried.

The ZPAC, at 9:41 a.m., adjourned.

Respectfully Submitted,
Matthew H. Asselmeier, AICP, CFM
Director

Enc.

KENDALL COUNTY
ZONING & PLATTING ADVISORY COMMITTEE
MAY 6, 2025

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Daniel J. Garmon	[redacted]	

KENDALL COUNTY
REGIONAL PLANNING COMMISSION

Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois

Unapproved - Meeting Minutes of May 28, 2025 - 7:00 p.m.

Chairman Keith Landovitz called the meeting to order at 7:01 p.m.

ROLL CALL

Members Present: Bill Ashton, Eric Bernacki (Arrived at 7:03 p.m.), Keith Landovitz, Karin McCarthy-Lange, Ruben Rodriguez, Bob Stewart, and Seth Wormley
Members Absent: Tom Casey, Dave Hamman, and Claire Wilson
Staff Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Office Assistant
Others Present: Dan Gorman, Doug Winsor, and Annette Wolf

PETITIONS

Petition 25-04 Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

Mr. Asselmeier summarized the request.

The Petitioner is seeking a special use permit for a commercial solar energy facility and a variance to Section 36-282(17)a of the Kendall County Code to allow a commercial solar energy facility on land within one point five (1.5) miles of municipality without an annexation agreement.

The application materials, including the boundary survey, stormwater information, including the wetland delineation report, site plan, vegetative management plan, decommissioning information, and the Agricultural Impact Mitigation Agreement were provided.

The property is located between 9417 and 9221 Corneils Road in Bristol Township.

The property is approximately thirty-seven (37) acres in size with approximately twenty (20) acres inside the fence.

The existing land use is Agricultural and the property is zoned A-1.

The County's Future Land Use Map calls for the property to be Suburban Residential (Max 1.00 DU/Acre) and Yorkville's Future Land Use Map calls for the property to be Estate/Conservation Residential.

Corneils Road is a Minor Collector Road maintained by Bristol Township.

The United City of Yorkville has a trail planned along Corneils Road.

There are no floodplains on the property. There is one (1) farmed wetland on the property and two (2) additional wet areas on the property identified in the wetland delineation report.

The adjacent land uses are Agricultural and Single-Family Residential.

The adjacent properties are zoned A-1 and R-3 in the County and R-2, R-2D, R-3, and B-3, inside Yorkville.

The County's Land Resource Management Plan calls for the area to be Urbanized Communities, Suburban Residential, and Commercial.

Yorkville's Comprehensive Plan calls for the area to be Estate/Conservation Residential and Metra Station Transit Oriented Development.

Properties within one half (1/2) of a mile are zoned A-1, A-1 SU, R-3, B-1, and B-3 in the County and R-2, R-2D, R-3, R-4, and B-3 inside Yorkville.

The A-1 special use permit to the east is for a landscaping business. The A-1 special use permit to the west is for a welding business.

Approximately thirty-three (33) homes, not including the homes in the original town of Bristol Station are located within half (1/2) of a mile of the subject property. Raging Waves water park is also located within half (1/2) of a mile of the subject property.

EcoCAT Report identified protected resources in the area, but negative impacts were unlikely. The Illinois Department of Natural Resources recommended establishing pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

The LESA Score was 179 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Bristol Township on April 23, 2025.

Prior to submittal to Kendall County, the Bristol Township Board reviewed the proposal on April 7, 2025, but that meeting was for informational purposes only.

Petition information was sent to the United City of Yorkville on April 23, 2025.

Prior to formal application submittal, the United City of Yorkville submitted an email stating they would not pursue annexation at this time. The email notes the proximity of several homes to the subject property; the proposal does not meet Yorkville's one thousand foot (1,000') setback requirement from Corneils Road; the proximity to a wetland was noted; five (5) new utility poles were proposed. Yorkville's email was provided.

On March 25, 2025, Yorkville submitted an email requesting a forty-foot (40') right-of-way dedication. On April 2, 2025, Bristol Township submitted an email agreeing to the requested dedication. These emails were provided.

Yorkville plans to review this proposal at their June meetings.

Petition information was sent to the Bristol-Kendall Fire Protection District on April 23, 2025. No comments were received.

ZPAC reviewed the proposal at their meeting on May 6, 2025. It was clarified that the special use permit runs with the land. Soil tests had not occurred at the property. A condition adding a community impact agreement was discussed. Mr. Klaas did not agree that the project would generate no air, noise, or water pollution as outlined in the first finding of fact for the special use permit. He believed that the production, installation, and decommissioning of solar panels did create pollution. Mr. Guritz questioned the installation of Spruce trees as outlined in the landscaping plan. ZPAC issued a neutral recommendation with an amendment adding the

community impact agreement to the list of conditions by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.

Per § 36-282(17) of the Kendall County Code, commercial solar energy facilities businesses can be special uses on A-1 zoned property subject to the following conditions:

a. All commercial solar energy facilities and test solar energy systems located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property. Petitioner is requesting a variance.

b. The setbacks for commercial solar energy facilities shall be measured from the nearest edge of any component of the facility as follows:

   Occupied Community Buildings or Dwellings on Nonparticipating Properties-One hundred fifty feet (150') from the nearest point on the outside wall of the structure

   Boundary Lines of Participating Properties-None

   Boundary Lines of Nonparticipating Properties-Fifty feet (50') to the nearest point on the property line of the nonparticipating property

   Public Road Rights-Of-Way-Fifty feet (50') from the nearest edge

   The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. Per the site plan, the closet nonparticipating structure is greater than two hundred fifty feet (250') from the solar panels. The solar panels are greater than five hundred feet (500') from Corneils Road.

c. A commercial solar energy facility's perimeter shall be enclosed by fencing having a height of at least six feet (6') and no more than twenty-five feet (25'). This is true. Per the application materials, the fence is proposed to be six feet (6') in height. As noted in the site plan, the fence will be six inches (6") above the finished grade. The fence will be chain link topped with barbed wire.

d. No component of a solar panel as part of a commercial solar energy facility shall have a height of more than twenty feet (20') above ground when the solar energy facility's arrays are at full tilt. This is true. Per the site plan, the maximum height will be ten feet, eleven and three-eighths inches (10'-11 3/8").

e. The above setback, fencing, and component height requirements may be waived subject to written consent of the owner of each affected nonparticipating property. This written consent shall be submitted at the time of application submittal. No such consent requested or needed.

f. Sound limitations for components in commercial solar energy facilities shall follow the sound limitations established by the Illinois Pollution Control Board. A noise study was provided.

g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than an agricultural impact mitigation agreement set in State law. The amount of any decommissioning

payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials. The decommissioning plan was provided and was outlined in the Agricultural Impact Mitigation Agreement. The Petitioner is offering a bond of Fifty Thousand Dollars ($50,000). The Petitioner is agreeable to not fight the County in court, if the County wished to acquire title to the subject property in the event that the decommissioning bond is insufficient to cover all of the costs.

h. A vegetative screening shall be placed around the commercial solar energy facility. The site plan references a row of Black Hills Spruce and a row of Buttonbush. The spruce will be six feet (6') minimum in height within three (3) years of planting and the Buttonbush will be four feet (4') minimum in height within three (3) years of planting. The vegetative management plan was provided. The types of vegetation, timing of planting, and maintenance plan are included in the vegetative management plan. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.

i. Commercial solar energy facility applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool (EcoCat) or a comparable successor tool. The commercial solar energy facility applicant shall adhere to the recommendations provided through this consultation. The EcoCat was submitted and the recommendation was to establish pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

j. Commercial solar energy facility applicants shall provide the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines and any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review. This was provided with the application material. Five (5) threatened or endangered species were in the area.

k. A facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission. While the site is designed around one (1) farmed wetland, there are other wet areas on the property that need to be examined through the stormwater permit review process.

l. A facility owner shall provide evidence at the time of application submittal of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under applicable State law. This information was provided. The State Historic Preservation Office is requesting a Phase I Archeological Survey.

m. A commercial solar energy facility owner shall plant, establish, and maintain for the life of the facility vegetative ground cover consistent with State law and the guidelines of the Illinois Department of Natural Resources' vegetative management plans. The vegetation management plan shall be required at the time of application submittal. The vegetation management plan, including timelines for planting and maintenance of the vegetation, was provided,

n. The facility owner shall enter into a road use agreement with the jurisdiction having control over the applicable roads. The road use agreement shall follow applicable law. The facility owner shall supply

the Kendall County Planning, Building and Zoning Department with a copy of the road use agreement. This provision shall be waived if the jurisdiction having control over the applicable roads does not wish to enter into an agreement. To date, the road use agreement negotiations are ongoing. The application materials and the site plan show at a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

o. The facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial solar energy system within a reasonable time after construction of the commercial solar energy facility is complete. The specific time shall be set in the special use permit. No drain tile information was provided. There is a statement in the application materials saying that no drain tile exists on the property.

No buildings are planned for the site. Any structures proposed for the site, including the solar arrays, shall obtain applicable permits.

The property is presently farmland. No wells, septic systems, or refuse collection points were identified.

The proposed area of disturbance is approximately point six-five acres (0.65). The County has concerns regarding the wet areas identified in the wetland delineation report and the farmed wetland identified on the property. The Petitioner submitted a stormwater permit application.

The temporary laydown area shown on the site plan is not proposed to be gravel.

Four (4) infiltration basins are shown on the site plan. Three (3) of these basins would be installed if required by the stormwater pollution prevention plan. No information regarding the infiltration basin was provided.

WBK Engineering submitted a letter on May 27, 2025. They had six (6) comments including determining if the wetlands are jurisdictional, providing a narrative describing existing and proposed conditions, providing a drain tile study, and providing an easement over the property for vegetative management. WBK Engineering's letter was provided.

The application materials and the site plan show a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

No permanent parking was proposed. There will be a staging area during construction.

No lighting was proposed.

The Petitioner proposed installing one (1) sign at the vehicular access gate stating emergency contact information.

A glare study was provided.

No information was provided regarding impacts on property values

No odors were foreseen.

A noise study was provided.

If approved, this would be the second special use permit for a commercial solar energy facility in unincorporated Kendall County.

The proposed Findings of Fact for the special use permit were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Corneils Road will be retained for agricultural use and/or future residential use. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned A-1 and various residential classifications and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Corneils Road and screened by vegetation from neighboring houses to avoid negative visual impacts.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Bristol Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. While no drain tile is believed to be on the subject property, damaged drain tile will be repaired as outlined in the Agricultural Impact Mitigation Agreement and a condition attached to this special use permit.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the requested variance is granted, the proposal meets all applicable regulations.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 3-4 of the Land Resource Management Plan, "Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of similar proposals.

The proposed findings of fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property is located within one point five (1.5) miles of the United City of Yorkville. Information was provided stating that the United City of Yorkville did not wish to annex the property or enter into a pre-annexation agreement.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Given that the Kendall County Regional Planning Commission previously recommended denial of proposals on properties classified as Residential on the County's Future Land Use Map, and because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities, Staff's recommendation is neutral. Assuming that conditions can be imposed on the special use permit, the proposed conditions and restrictions are as follows:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, decommissioning plan, road access plan (yet to be submitted), and Agricultural Impact Mitigation Agreement. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row.
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community impact agreement with Kendall County (**Added at ZPAC**).
4. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan, the owners of the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.
5. Within ninety (90) days of the approval of the special use permit, the owners of the subject property

shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.

6. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
7. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
8. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.
9. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
10. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
11. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
12. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
13. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.
14. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
15. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
16. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Member McCarthy-Lange asked if Yorkville reviewed the proposal. Mr. Asselmeier responded that Yorkville is reviewing the proposal at their June meetings. Commissioners reviewed the email from Yorkville explaining their reasons for declining annexation.

It was noted that Bristol Township had not issued a recommendation on the proposal; they had an informational meeting on the proposal.

It was noted that residential uses are located south of the subject property and the area where they want to place the solar panels.

Chairman Landovitz noted that the property and general area is very close to Yorkville. He asked if the proximity to Yorkville was discussed during the application process. Mr. Asselmeier noted that the property

touches Yorkville on several sides and the Petitioner was advised to talk to Yorkville regarding annexation. The Petition contacted Yorkville and submitted the email from Yorkville stating that Yorkville did not want to pursue annexation at this time.

Chairman Landovitz asked if any discussion occurred regarding the decommissioning bond. Mr. Asselmeier responded that the Agricultural Impact Mitigation Agreement outlines when the County can re-negotiate the decommissioning bond amount and the Petitioner was agreeable to not fight the County in court if the County wanted to take title to the property, if the decommissioning bond was not sufficient.

The question was asked regarding future land uses in the area. Mr. Asselmeier responded that both the County and Yorkville plan the area to be residential with Yorkville also planning a small amount of commercial in the area.

Member Wormley discussed the limitations placed on the County by State law. He favored getting Yorkville's input on the proposal. He discussed Yorkville's setback requirement of one thousand feet (1,000'), which is much larger than the County's requirements. He discussed the need for a community impact agreement to reimburse the County for lost tax revenues since the property would not be developed into houses.

Dan Gorman, Petitioner, said that he met with Bristol Township and several neighbors. He said the Township was in favor of the proposal. They are working on a road use agreement. He noted that the parcel was selected in order to have large setback between the solar arrays and Corneils Road. Another house could be constructed between the solar panels and Corneils Road. He discussed the proposed screening. He discussed the electricity that will be produced at the site and the benefits to the community. He discussed the benefits of native plantings and the vegetative management plan. He discussed the wet areas on the property. He discussed Yorkville's classification of Corneils Road in relation to setbacks. Mr. Gorman explained the purchase process of the property. Discussion occurred regarding the various setback requirements. He stated that the conditions of the special use permit would run with the land; future buyers would subject to the conditions of the special use permit. He explained how the bond amount was calculated.

Member Bernacki noted the size of the bond was smaller than bonds for other solar projects.

Doug Winsor, Neighbor, favored the development of the proposal compared to development of a residential subdivision. The neighborhood is currently low density residential and agricultural. He was in favor of a residential or commercial development in the front setback. He expressed concerns regarding drainage and explained how drain tile will be impacted by the proposal. A stormwater management permit would be required for the project. He was in favor of the proposal.

Annette Wolf discussed the drainage pattern of the area. Any drain tile issues would be addressed as part of the solar panel development. She favored looking at solar panels instead of looking at homes.

Member Stewart thanked the Petitioner for reaching out to the neighbors prior to the submittal of the application.

Member McCarthy-Lange thanked the neighbors for having one (1) spokesperson.

Mr. Gorman explained that expanding the site was not possible.

Member Wormley favored continuing the Petition until comments could be received from Yorkville and until the State's Attorney's Office could complete their review of the community impact agreement template. Mr. Asselmeier explained the procedure for continuing the proposal. Mr. Gorman explained the impact related to financing of the project if a continuance occurred. Member Bernacki also favored continuing the proposal in order to get comments from Bristol Township and Yorkville.

Member Bernacki made a motion, seconded by Member Stewart, to continue the Petition until the June 25, 2025, Kendall County Regional Planning Commission meeting.

The votes were as follows:
Ayes (7): Ashton, Bernacki, Landovitz, McCarthy-Lange, Rodriguez, Stewart, and Wormley
Nays (0): None
Absent (0): None
Abstain (3): Casey, Hamman, and Wilson

The motion carried.

The proposal goes to the Kendall County Zoning Board of Appeals on June 2, 2025, for initiation of the hearing and will be return to the Kendall County Regional Planning Commission on June 25, 2025.

Member Rodriguez commended the Petitioner on the proposal and working with the neighbors.

Chairman Landovitz thanked everyone for collaborating on this project. He is supportive of the proposal, but there are sound reasons to continue the Petition.

CITIZENS TO BE HEARD/PUBLIC COMMENT
Member Ashton thanked the people that made positive comments amount his tenure as Regional Planning Commission Chairman; he was very appreciative.

OTHER BUSINESS/ANNOUNCEMENTS
Mr. Asselmeier reported that Petition 25-04 will be only Petition on the agenda.

ADJOURNMENT
Member McCarthy-Lange made a motion, seconded by Member Bernacki, to adjourn. With a voice vote of seven (7) ayes, the motion carried.

The Kendall County Regional Planning Commission meeting adjourned at 8:33 p.m.

Respectfully submitted by,
Matthew H. Asselmeier, AICP, CFM, Director

Encs.

KENDALL COUNTY
REGIONAL PLANNING COMMISSION
MAY 28, 2025

IF YOU WOULD LIKE TO BE CONTACTED ON FUTURE MEETINGS REGARDING THIS TOPIC, PLEASE PROVIDE YOUR ADDRESS OR EMAIL ADDRESS

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Dan Gorman		[redacted]
Doug Winsor		
Annette Wolf		

WBK ENGINEERING

May 27, 2025

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: Zepelak 9318 Corneils Road – Solar Farm WBK Project 19-102.CL

Dear Mr. Asselmeier:

We have received and reviewed the following information for the subject project:

- Stormwater Management Permit Application prepared by Lucaya Asset Management LLC dated April 7, 2025 and received April 16, 2025.
- Site Plan Prepared by Enterprise Energy Dated March 18, 2025 and received April 16, 2025.
- Vegetation Installation and Management Plan Prepared by Enterprise Energy Dated March, 2025 and received April 16, 2025.
- Stormwater and Wetland Supporting Documents Prepared by Area M Dated March, 2025 and received April 16, 2025.

The following comments require resolution prior to our recommendation for approval of plans and stormwater permit.

General Comments

1. Per requirement in Section 16-174.C.1 please provide copies of all other related permits or permit applications by other jurisdictions or agencies. Wetlands are noted on site and although it appears avoidance is the approach, coordinate with USACE for concurrence and clearance to proceed. Provide correspondence with USACE regarding this project.
2. If wetlands are jurisdictional indicate required wetland limits and buffers.
3. We recommend the use of infiltration basins to mitigate peak flow and also to offset increases in runoff volumes. Existing drainage patterns direct surface runoff towards existing residential structures. This location is particularly sensitive.
4. Provide a stormwater narrative that describes existing and proposed conditions as well as quantifies the changes in peak flows to existing outfall locations.
5. A drain tile survey is required for this project.
6. Since vegetative land cover is a critical component of the project an easement over the property for vegetation management as it relates to stormwater management is requested.

The applicant's design professionals are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations, and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

[redacted]

Greg Chismark PE
WBK Engineering, LLC

WBK ENGINEERING

May 27, 2025

Mr. Matt Asselmeier
Kendall County Planning, Building, & Zoning
111 West Fox Street
Yorkville, IL 60560-1498

Subject: Zepelak 9318 Corneils Road – Solar Farm WBK Project 19-102.CL

Dear Mr. Asselmeier:

We have received and reviewed the following information for the subject project:

- Stormwater Management Permit Application prepared by Lucaya Asset Management LLC dated April 7, 2025 and received April 16, 2025.
- Site Plan Prepared by Enterprise Energy Dated March 18, 2025 and received April 16, 2025.
- Vegetation Installation and Management Plan Prepared by Enterprise Energy Dated March, 2025 and received April 16, 2025.
- Stormwater and Wetland Supporting Documents Prepared by Area M Dated March, 2025 and received April 16, 2025.

The following comments require resolution prior to our recommendation for approval of plans and stormwater permit.

General Comments

1. Per requirement in Section 16-174.C.1 please provide copies of all other related permits or permit applications by other jurisdictions or agencies. Wetlands are noted on site and although it appears avoidance is the approach, coordinate with USACE for concurrence and clearance to proceed. Provide correspondence with USACE regarding this project.
2. If wetlands are jurisdictional indicate required wetland limits and buffers.
3. We recommend the use of infiltration basins to mitigate peak flow and also to offset increases in runoff volumes. Existing drainage patterns direct surface runoff towards existing residential structures. This location is particularly sensitive.
4. Provide a stormwater narrative that describes existing and proposed conditions as well as quantifies the changes in peak flows to existing outfall locations.
5. A drain tile survey is required for this project.
6. Since vegetative land cover is a critical component of the project an easement over the property for vegetation management as it relates to stormwater management is requested.

The applicant's design professionals are responsible for performing and checking all design computations, dimensions, details, and specifications in accordance with all applicable codes and regulations, and obtaining all permits necessary to complete this work. In no way does this review relieve applicant's design professionals of their duties to comply with the law and any applicable codes and regulations, nor does it relieve the Contractors in any way from their sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

If you have any questions or comments, please contact us at (630) 443-7755.

Sincerely,

[redacted]

Greg Chismark PE
WBK Engineering, LLC

MINUTES – UNOFFICIAL UNTIL APPROVED
KENDALL COUNTY
ZONING BOARD OF APPEALS MEETING
110 WEST MADISON STREET, COURT ROOM
YORKVILLE, IL 60560
June 2, 2025 – 7:00 p.m.

CALL TO ORDER
Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:00 p.m.

ROLL CALL:
Members Present: Tom LeCuyer, Cliff Fox, Randy Mohr, Dick Thompson, Jillian Prodehl, and Dick Whitfield
Members Absent: Scott Cherry
Staff Present: Matthew Asselmeier, AICP, CFM, Director and Wanda Rolf, Office Assistant
Others Present: Dan Gorman

PETITIONS:
The Zoning Board of Appeals started their review of Petition 25-04 and opened a public hearing at 7:01 p.m.

Petition 25 – 04 – Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

Request:	Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282(17)(a) of the Kendall County Code to Allow a Commercial Solar Energy Facility on Land within One Point Five (1.5) Miles of Municipality without an Annexation Agreement
PIN:	02-09-400-007
Location:	Between 9417 and 9221 Corneils Road, Bristol, in Bristol Township
Purpose:	Petitioner Would Like to Install a Commercial Solar Energy Facility; Property is Zoned A-1

Mr. Asselmeier summarized the request.

At their meeting on May 28, 2025, the Kendall County Regional Planning Commission voted to continue their review of this proposal to their June 25, 2025, meeting. The Commission would like to get comments from Yorkville and Bristol Township and they would like to give the State's Attorney's Office time to complete their review of the community impact agreement template.

Chairman Mohr asked if the petition was sent to Bristol Township. He stated that traditionally the townships are given a thirty (30) day notice. Mr. Asselmeier stated that it would be thirty (30) by the next Zoning Board of Appeals hearing.

Member LeCuyer made a motion, seconded by Member Whitfield, to continue this petition until Yorkville's comments are received.

The votes were as follows:
Ayes (6): LeCuyer, Mohr, Prodehl, Thompson, Whitfield, and Fox
Nays (0): None
Abstain (0): None
Absent (1): Cherry

The motion carried.

The proposal will go back to the Kendall County Regional Planning Commission on June 25, 2025, and the Kendall County Zoning Board of Appeals hearing will be continued to June 30, 2025.

The Zoning Board of Appeals completed their review of Petitions 25-04 and recessed the public hearing at 7:01 p.m.

PUBLIC COMMENTS
Mr. Asselmeier reported that Petition 25-04 will be only Petition on the agenda for the June 30, 2025, hearing.

Chairman asked if the United City of Yorkville will annex the property involved with Petition 25-04. Mr. Asselmeier stated that the project is still being reviewed by the United City of Yorkville.

ADJOURNMENT OF THE ZONING BOARD OF APPEALS
Member LeCuyer made a motion, seconded by Member Thompson, to adjourn.

With a voice vote of six (6) ayes, the motion carried.

The Zoning Board of Appeals meeting adjourned at 7:15 p.m.

Respectfully submitted by,
Matthew H. Asselmeier
Director of Planning, Building and Zoning

Exhibits
1. Memo on Petition 25-04 Dated May 29, 2025
2. Certificate of Publication and Green Cards from Mailing for Petition 25-04 (Not Included with Report but on file in Planning, Building and Zoning Office)

DEPARTMENT OF PLANNING, BUILDING & ZONING
807 West John Street • Yorkville, IL • 60560
(630) 553-4141 Fax (630) 553-4179

MEMORANDUM

To: Kendall County Zoning Board of Appeals
From: Matthew H. Asselmeier, AICP, CFM, Director
Date: May 29, 2025
Re: Petition 25-04

At their meeting on May 28, 2025, the Kendall County Regional Planning Commission voted to continue their review of this proposal to their June 25, 2025, meeting. The Commission would like to get comments from Yorkville and Bristol Township and they would like to give the State's Attorney's Office time to complete their review of the community impact agreement template.

Petition information can be found here,
https://www.kendallcountyil.gov/home/showpublisheddocument/32803/638810072193370000.

If you have any questions regarding this memo, please let me know.

MHA

State of Illinois
Kendall County,
Town of Bristol

Minutes –Board of Town Trustees
Regular Meeting Wednesday, May 7th, 2025 @ 7:00 pm.

The BOARD OF TOWN TRUSTEES met at the office of the Town Clerk at Bristol Township Hall on Wednesday, May 7th, 2025 @ 7:00 pm.

PRESENT:	Robert Walker	Supervisor-not present
	Susan Perez	Clerk
	Gene Terry	Town Trustee
	Bill Weatherly	Town Trustee
	Corey Johnson	Town Trustee
	Tammy Boehm	Town Trustee
	Jonathan Grote	Deputy-Road District

Also Present: Twp. Sec. Susan Perez, Trustee Corey Johnson opened the meeting with the pledge of Allegiance Clerk Perez took roll call.

Minutes of May 7th, 2025 meeting were presented Motion to approve: Johnson
2nd: Boehm
Aye: all Nays: None

Bills were presented for payment.

A. Motion to approve the Bills for payment: Johnson
2nd: Terry
Aye, No Nays

General Town:	**$ 10,843.02**
Road & Bridge:	**$8,046.34**
Permanent Road:	**$13,191.69**
Total General Ast:	**$1,357.33**
Mosquito Abatement:	**$15,958.00**
Liability ins. Town:	**$11,319.00**
Liability ins. R&b:	**$10,449.00**

All Funds	**$71,164.38**

Old Business: Entrprise energy (Daniel Gorman) township board should provide recommendations on solar plan for kendall county.Residents for it. Motions to apprv: Johnson,Weatherly. ALL YAY/ NO NAY

Assessor. Report: Costco finished by end of year. All data center plans were approved.Tax bill is out tax rate fell.

New Business: Approval budget for township, road and bridge approval at 6:30 pm.Motorcycle awareness Proclamation,Discussion and vote to adopt resolution 2025 appointing new IMRF authorized agent. Johnson,Boahm

Supervisors Report: Overlay in Lynwood is complete.Geneva did great!

Highway Commissioner Report. NONE

Public Comments: NONE

With no other business to come before the board, Terry moved to adjourn, 2nd Weatherly, Aye: All, Nays: None **Next meeting : June 4th, 2025 @ 7:00 pm**

Clerk: Susan Perez TWP Clerk

Matt Asselmeier

From: David Hansen <dhansen@yorkville.il.us>
Sent: Thursday, June 12, 2025 10:13 AM
To: Matt Asselmeier
Cc: Krysti Barksdale-Noble
Subject: RE: [External]PZC: 06-11-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

Hi Matt –

The Planning and Zoning Commission recommended approval (not to object) at a tally of 5-1. As previously mentioned, the item will go to EDC July 1st and City Council July 8th.

Thank you,

David Hansen
Senior Planner
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8588
(331) 400-3199
www.yorkville.il.us

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Sent: Thursday, June 12, 2025 9:54 AM
To: David Hansen <dhansen@yorkville.il.us>
Subject: RE: [External]PZC: 06-11-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

Dave:

What was the recommendation from last night's meeting?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
807 West John Street
Yorkville, IL 60560-9249
PH: 630-553-4139
Fax: 630-553-4179

From: David Hansen <dhansen@yorkville.il.us>
Sent: Monday, June 9, 2025 12:24 PM
To: danielg@enterpriseenergy.com; Matt Asselmeier <masselmeier@kendallcountyil.gov>
Cc: Krysti Barksdale-Noble <knoble@yorkville.il.us>; Sara Mendez <smendez@yorkville.il.us>; bolson@yorkville.il.us
Subject: [External]PZC: 06-11-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT ("**Agreement**") is made this 24 day of June, 2025, between USA Energy Independence 1, LLC, a Minnesota limited liability company (the "**Developer**") and the County of Kendall, Illinois, an Illinois body politic (the "**County**") (individually Developer and the County are each a "**Party**" and collectively are the "**Parties**").

WHEREAS, Developer proposes to construct, own and operate a solar farm at parcel 02-09-400-007 and known as the Bristol Solar Development a commercial solar energy project (the "**Project**") in the County of Kendall, Illinois and Developer has applied to the County for a special use permit for the Project;

WHEREAS, the Project will include a solar photovoltaic system and other ancillary Project improvements to be installed in the County;

WHEREAS, Developer desires to participate in and contribute to the well-being of the community;

WHEREAS, by this Agreement, Developer shall provide certain economic benefits to the County in addition to those substantial economic benefits the Project will already provide to the County and its citizens;

WHEREAS, Developer and County agree that this Agreement will provide substantial benefits to the County and its citizens, and will serve to offset any possible increased demand upon County services resulting from the operation of the Project; and

NOW THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The recitals are adopted and incorporated as material terms of this Agreement.

2. On an annual basis during the commercial operation of the Project, Developer shall contribute the amount of Fifteen Thousand Dollars ($15,000) to the County (the "**Contribution**"), which is approximately $3,000 per megawatt AC of the Project. "Commercial operation" shall mean the selling of electricity to a third-party purchaser on a commercial basis (excluding the sale of test energy). The first Contribution shall be made within thirty (30) days after the Project achieves commercial operation. Subsequent Contributions shall be made on the yearly anniversary of the first annual payment, or on such other calendar date as the Parties may agree. The Contribution shall increase by 5% every five (5) years.

3. If the County does not approve the special use permit application for the Project, and/or if Developer elects not to build the Project, then this Agreement shall become null and void, and neither Party shall have any obligations hereunder. This

Agreement does not constitute any promise or representation on behalf of the County that the County will approve the special use permit application for the Project.

4. Upon termination of the commercial operation of the Project, the Contribution shall cease and this Agreement shall terminate. Developer shall pay the full annual Contribution for any calendar year during which the Project conducts commercial operations.

5. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, assigns and successors of each Party. At the time of any assignment by Developer, Developer shall provide written notice to the County of the name, address, entity type and state of incorporation of the assignee, and the name and address of the assignee's registered agent in the State of Illinois. In the event Developer assigns this Agreement, Developer shall remain obligated, as a principal and not a guarantor, to the County with respect to all of Developer's obligations, duties, liabilities, and commitments under this Agreement, including the obligation to make annual Contribution payments, unless and until the assignee agrees to assume all of the Developer's obligations, duties, liabilities, and commitments under this Agreement and the County consents to that assumption by the assignee.

6. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

7. Any written communication will be deemed to have been given or made on the day on which it was delivered if it is received before 5:00 p.m. on the day in question or, if such day is not a business day or if such written communication is received after 5:00 p.m., then delivery will be deemed to have occurred on the next following business day. Either Party may from time to time change its address for service hereunder by notice to the other Party. Any notice, request, demand or other instrument which may be required or permitted to be delivered, given or served upon either Party will be sufficiently delivered, given or served upon the Party in question, if in writing, and if either delivered by hand or if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service mailed, in each case addressed as referenced below:

(A) In the case of County to:

County of Kendall
502 S Main Street
Yorkville IL 60560
Attn: County Clerk

(B) In the case of Developer to:

Enterprise Energy LLC
Attn: Daniel Gorman
2925 Dean Parkway Ste 300

Minneapolis, MN 55416

8. Each Party acknowledges having obtained its own independent legal advice with respect to this Agreement and the transactions contemplated hereby to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption that any ambiguity in this Agreement and any documents contemplated hereby be resolved in favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other action necessary to authorize either Party's execution and delivery of this Agreement.

9. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois. Any dispute arising from this Agreement shall be adjudicated by the Circuit Court of Kendall County, Illinois.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

USA ENERGY INDEPENDENCE 1, LLC a Minnesota limited liability company	**COUNTY OF KENDALL, ILLINOIS,** an Illinois body politic
By: **Enterprise Energy, LLC** Its sole member and manager	
By: [redacted]	By: _____
Name: ERIC PASI	Name: _____
Title: CEO	Title: _____

KENDALL COUNTY
REGIONAL PLANNING COMMISSION

Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois

Unapproved - Meeting Minutes of June 25, 2025 - 7:00 p.m.

Chairman Keith Landovitz called the meeting to order at 7:00 p.m.

ROLL CALL

Members Present: Bill Ashton, Eric Bernacki, Tom Casey, (arrived 7:02 p.m.) Keith Landovitz, Ruben Rodriguez, Claire Wilson, and Seth Wormley
Members Absent: Dave Hamman, Karin McCarthy-Lange, and Bob Stewart
Staff Present: Matthew H. Asselmeier, Director, and Wanda A. Rolf, Office Assistant
Others Present: Dan Gorman

APPROVAL OF AGENDA

Member Wormley made a motion, seconded by Member Rodriguez, to approve the agenda. With a voice vote of six (6) ayes, the motion carried.

Member Casey arrived at this time (7:02 p.m.).

APPROVAL OF MINUTES

Member Bernacki made a motion, seconded by Member Wormley, to approve the minutes of the May 27, 2025, gathering, May 28, 2025, meeting, June 4, 2025, gathering, and June 17, 2025, gathering. With a voice vote of seven (7) ayes, the motion carried.

PETITIONS

Petition 25-04 Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

Mr. Asselmeier provided an update since the May 28, 2025, meeting.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on June 2, 2025. Discussion occurred regarding the timing of notifications and the possibility of Yorkville annexing the property. The matter was continued to the June 30, 2025, Zoning Board of Appeals hearing. The minutes for this hearing were provided.

Bristol Township reviewed the proposal at their meeting on May 7, 2025. Bristol Township recommended approval of the proposal. The minutes were provided.

The United City of Yorkville's Planning and Zoning Commission reviewed the proposal at their meeting on June 11, 2025. The Planning and Zoning Commission recommended not to object to the proposal by a vote of five (5) in favor and one (1) in opposition. The proposal goes to the Yorkville Economic Development Committee on July 1, 2025, and the Yorkville City Council on July 8, 2025. An email explaining this information was provided.

At their meeting on June 17, 2025, the County Board approved the special use permit for the commercial solar project in the 10000 Block of Ament Road. The County Board also approved a community benefits agreement. In that agreement, the Petitioner agreed to pay the County approximately Three Thousand Dollars ($3,000) per megawatt annually with five percent (5%) increases every five (5) years. The agreement was provided.

Chairman Landovitz stated that the United City of Yorkville's Economic Development Committee was not able to complete their review of Petition 25-04 due to lack of a quorum. Yorkville is not in favor of annexing the solar project.

Member Wormley discussed the Community Benefit Agreement. This type of agreement will be a condition of other solar projects. The agreement is the same as the agreement included with the project on Ament Road. Dan Gorman, Senior Developer for USA Energy Independence, stated this was the second (2nd) Community Benefit Agreement in Kendall County. Petitioner agreed to pay the County approximately Three Thousand Dollars ($3,000) per megawatt annually with five percent (5%) increases every five (5) years.

Member Wilson asked how the Petitioner can legally be required to pay the amount shown for the Community Benefit Agreement. Mr. Asselmeier stated that the Petitioner is voluntarily entering into the agreement. Member Wilson how the Fifteen Thousand Dollars ($15,000) would be spent. Mr. Asselmeier stated that spending the money is a decision for the County Board to make. Member Wilson had concerns that the amount of money that the Petitioner proposed for a bond may not be enough to decommission the project in twenty-five (25) to thirty (30) years and feels the Community Benefits Agreement funds should be set aside for decommissioning, in the event the company goes bankrupt. She would like an independent engineer to look at the costs of decommissioning the project; the Petitioner has probably not yet decommissioned a solar project. Mr. Asselmeier stated that the decommissioning information had not been looked at by an independent engineer. He stated that the Agricultural Impact Mitigation Agreement allows review of the decommissioning costs in ten (10) years and every five (5) years thereafter.

Member Wormley stated that there was already a decommissioning plan in place. USA Energy Independence has agreed to a Fifty Thousand Dollar ($50,000) bond. Mr. Gorman stated that USA Energy Independence will purchase the land and the property value will likely be Two Million Dollars ($2,000,000).

Member Wilson asked what happens if the power production goes under five hundred (500) kilowatts because the Agricultural Impact Mitigation Agreement would not apply. Mr. Gorman stated it would not go under five hundred (500) kilowatts.

Member Bernacki asked if the Community Benefit Agreement was for the life of the project. The response was yes.

Member Wilson asked about the life expectancy of the solar project. Mr. Gorman stated the projected life of a solar farm is twenty-five (25) to thirty-five (35) years.

Member Wilson asked if the special use permit had a sunset clause. Mr. Asselmeier stated it does not have a sunset clause. The special use permit has a controlling site plan. If the Petitioner decided to replace the solar panels, they would probably have to reconfigure the site. At that point, they would have to amend the special use permit and probably obtain a new stormwater permit.

Member Bernacki made a motion, seconded by Member Rodriguez, to recommend approval of the special use permit and variance with conditions proposed by Staff.

The votes were as follows:
Ayes (7): Ashton, Bernacki, Casey, Landovitz, Rodriguez, Wilson, and Wormley
Nays (0): None
Absent (0): None
Abstain (3): Hamman, McCarthy-Lange, and Stewart

The motion carried.

The proposal goes to the Kendall County Zoning Board of Appeals on June 30, 2025.

Chairman Landovitz noted that time still existed for Yorkville to submit official comments on the proposal before the County Board took final action on the proposal. Yorkville could still request to annex the property.

Chairman Landovitz praised the County Staff and County Board for creating the Community Benefit Agreement. He did not feel that the proposal was creating incompatible land uses.

CITIZENS TO BE HEARD/PUBLIC COMMENT
None

NEW BUSINESS
Update on Comprehensive Plan Update Project
Mr. Asselmeier said the next open house will be July 14, 2025, at 6:30 p.m., at the Oswego Township Building in Boulder Hill. There will also be a booth at the National Night Out on August 5, 2025, and an open house at the Plano Library on August 13, 2025. There was an article on WSPY. They are trying to get more survey response.

Teska was willing to come to the July Regional Planning Commission meeting; there are no Petitions for the July meeting. Discussion occurred regarding having a joint meeting of the Regional Planning Commission and Comprehensive Land Plan and Ordinance Committee. Chairman Landovitz would provide an update at a later date regarding whether or not a joint meeting would occur.

Discussion occurred regarding attendance at the open houses and the topics of discussion at each open house. The open houses have had similar attendance figures.

Teska continues to interview township officials.

OLD BUSINESS
None

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD
Mr. Asselmeier reported that Petition 24-30 was approved by the County Board.

OTHER BUSINESS/ANNOUNCEMENTS
None

ADJOURNMENT
Member Ashton made a motion, seconded by Member Bernacki, to adjourn. With a voice vote of seven (7)

ayes, the motion carried.

The Kendall County Regional Planning Commission meeting adjourned at 7:46 p.m.

Respectfully submitted by,
Matthew H. Asselmeier, AICP, CFM, Director

Matt Asselmeier

From: Krysti Barksdale-Noble <knoble@yorkville.il.us>
Sent: Tuesday, July 8, 2025 7:29 PM
To: David Hansen; Matt Asselmeier
Cc: Sara Mendez
Subject: [External]Zepelak Solar

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Council voted 6-1 to recommend not to oppose (approve) the solar project.

Best Regards,

Krysti J. Barksdale-Noble, AICP
(she/her)
Community Development Director
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8573
(630) 742-7808
www.yorkville.il.us

Matt Asselmeier

From: David Hansen <dhansen@yorkville.il.us>
Sent: Wednesday, July 2, 2025 9:38 AM
To: Matt Asselmeier
Cc: Krysti Barksdale-Noble; Sara Mendez; bolson@yorkville.il.us
Subject: RE: [External]EDC: 07-01-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

Good Morning Matt –

The Committee agreed to advance the item to the July 8th City Council meeting. However, three of the Alderman shared that they oppose the request and do not support the petition.

Thank you,

David Hansen
Senior Planner
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8588
(331) 400-3199
www.yorkville.il.us

Matt Asselmeier

From: Bart Olson <BOlson@yorkville.il.us>
Sent: Wednesday, July 2, 2025 10:02 AM
To: Matt Asselmeier; David Hansen
Cc: Krysti Barksdale-Noble; Sara Mendez
Subject: RE: [External]EDC: 07-01-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

It doesn't meet our own solar farm ordinances, including distance from future collector roads. Also, I believe the general premise for anything north of the river is that we want to protect it for commercial or data center development. Especially in the Corneils corridor, which could be a business/entertainment area at some point in the near future.

Bart Olson
City Administrator
United City of Yorkville
651 Prairie Point Drive
Yorkville, Illinois 60560
630-553-8537 direct
630-308-0582 cell
bolson@yorkville.il.us

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Sent: Wednesday, July 2, 2025 9:56 AM
To: David Hansen <dhansen@yorkville.il.us>
Cc: Krysti Barksdale-Noble <knoble@yorkville.il.us>; Sara Mendez <smendez@yorkville.il.us>; Bart Olson <BOlson@yorkville.il.us>
Subject: RE: [External]EDC: 07-01-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

Did they give a reason for their opposition?

Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
807 West John Street
Yorkville, IL 60560-9249
PH: 630-553-4139
Fax: 630-553-4179

From: David Hansen <dhansen@yorkville.il.us>
Sent: Wednesday, July 2, 2025 9:38 AM
To: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Cc: Krysti Barksdale-Noble <knoble@yorkville.il.us>; Sara Mendez <smendez@yorkville.il.us>; bolson@yorkville.il.us
Subject: RE: [External]EDC: 07-01-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

Good Morning Matt –

The Committee agreed to advance the item to the July 8th City Council meeting. However, three of the Alderman shared that they oppose the request and do not support the petition.

Thank you,

David Hansen
Senior Planner
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, Illinois 60560
(630) 553-8588
(331) 400-3199
www.yorkville.il.us

From: Matt Asselmeier <masselmeier@kendallcountyil.gov>
Sent: Wednesday, July 2, 2025 8:04 AM
To: David Hansen <dhansen@yorkville.il.us>
Cc: Krysti Barksdale-Noble <knoble@yorkville.il.us>; Sara Mendez <smendez@yorkville.il.us>; Bart Olson <BOlson@yorkville.il.us>
Subject: RE: [External]EDC: 07-01-25 - 1.5 Mile Review (Gorman and Zepelak Solar Farm)

David:

What were the results of last night's meeting?

Thanks,

Matthew H. Asselmeier, AICP, CFM
Director
Kendall County Planning, Building & Zoning
807 West John Street
Yorkville, IL 60560-9249
PH: 630-553-4139
Fax: 630-553-4179

MINUTES – UNOFFICIAL UNTIL APPROVED
KENDALL COUNTY
ZONING BOARD OF APPEALS MEETING
110 WEST MADISON STREET, COURT ROOM
YORKVILLE, IL 60560
June 30, 2025 – 7:00 p.m.

CALL TO ORDER
Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:00 p.m.

ROLL CALL:
Members Present: Scott Cherry, Cliff Fox, Randy Mohr, Jillian Prodehl, and Dick Thompson
Members Absent: Tom LeCuyer and Dick Whitfield
Staff Present: Matthew Asselmeier, AICP, CFM, Director and Wanda Rolf, Office Assistant
Others Present: Dan Gorman and Doug Winsor

MINUTES:
Member Cherry made a motion, seconded by Member Thompson, to approve the minutes of the June 2, 2025, hearing/meeting.

With a voice vote of five (5) ayes, the motion carried.

PETITIONS:
The Zoning Board of Appeals started their review of Petition 25-04 at 7:01 p.m.

Petition 25 – 04 – Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

Request:	Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282(17)(a) of the Kendall County Code to Allow a Commercial Solar Energy Facility on Land within One Point Five (1.5) Miles of Municipality without an Annexation Agreement
PIN:	02-09-400-007
Location:	Between 9417 and 9221 Corneils Road, Bristol, in Bristol Township
Purpose:	Petitioner Would Like to Install a Commercial Solar Energy Facility; Property is Zoned A-1

Mr. Asselmeier summarized the request.

The Petitioner is seeking a special use permit for a commercial solar energy facility and a variance to Section 36-282(17)a of the Kendall County Code to allow a commercial solar energy facility on land within one point five (1.5) miles of municipality without an annexation agreement.

The application materials, including the boundary survey, stormwater information, including the wetland delineation report, site plan, vegetative management plan, decommissioning information, and the Agricultural Impact Mitigation Agreement were provided.

The property is located between 9417 and 9221 Corneils Road in Bristol Township.

The property is approximately thirty-seven (37) acres in size with approximately twenty (20) acres inside the fence.

The existing land use is Agricultural and the property is zoned A-1.

The County's Future Land Use Map calls for the property to be Suburban Residential (Max 1.00 DU/Acre) and Yorkville's Future Land Use Map calls for the property to be Estate/Conservation Residential.

Corneils Road is a Minor Collector Road maintained by Bristol Township.

The United City of Yorkville has a trail planned along Corneils Road.

There are no floodplains on the property. There is one (1) farmed wetland on the property and two (2) additional wet areas on the property identified in the wetland delineation report.

The adjacent land uses are Agricultural and Single-Family Residential.

The adjacent properties are zoned A-1 and R-3 in the County and R-2, R-2D, R-3, and B-3, inside Yorkville.

The County's Land Resource Management Plan calls for the area to be Urbanized Communities, Suburban Residential, and Commercial.

Yorkville's Comprehensive Plan calls for the area to be Estate/Conservation Residential and Metra Station Transit Oriented Development.

Properties within one half (1/2) of a mile are zoned A-1, A-1 SU, R-3, B-1, and B-3 in the County and R-2, R-2D, R-3, R-4, and B-3 inside Yorkville.

The A-1 special use permit to the east is for a landscaping business. The A-1 special use permit to the west is for a welding business.

Approximately thirty-three (33) homes, not including the homes in the original town of Bristol Station are located within half (1/2) of a mile of the subject property. Raging Waves water park is also located within half (1/2) of a mile of the subject property.

EcoCAT Report identified protected resources in the area, but negative impacts were unlikely. The Illinois Department of Natural Resources recommended establishing pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

The LESA Score was 179 indicating a low level of protection. The NRI Report was provided.

Petition information was sent to Bristol Township on April 23, 2025. Prior to submittal to Kendall County, the Bristol Township Board reviewed the proposal on April 7, 2025, but that meeting was for informational purposes only. Bristol Township reviewed the proposal at their meeting on May 7, 2025. Bristol Township recommended approval of the proposal. The minutes were provided.

Petition information was sent to the United City of Yorkville on April 23, 2025. Prior to formal application submittal, the United City of Yorkville submitted an email stating they would not pursue annexation at this time. The email notes the proximity of several homes to the subject property; the proposal does not meet Yorkville's one thousand foot (1,000') setback requirement from Corneils Road; the proximity to a wetland was noted; five (5) new utility poles were proposed. Yorkville's email was provided. On March 25, 2025, Yorkville submitted an email requesting a forty-foot (40') right-of-way dedication. On April 2, 2025, Bristol Township submitted an email agreeing to the requested dedication. These emails were provided. The United City of Yorkville's Planning and Zoning Commission reviewed the proposal at their meeting on June 11, 2025. The Planning and Zoning Commission recommended not to object to the proposal by a vote of five (5) in favor and one (1) in opposition. The proposal goes to the Yorkville Economic Development Committee on July 1, 2025, and the Yorkville City Council on July 8, 2025. An email explaining this information was provided.

Petition information was sent to the Bristol-Kendall Fire Protection District on April 23, 2025. No comments were received.

ZPAC reviewed the proposal at their meeting on May 6, 2025. It was clarified that the special use permit runs with the land. Soil tests had not occurred at the property. A condition adding a community impact agreement was discussed. Mr. Klaas did not agree that the project would generate no air, noise, or water pollution as outlined in the first finding of fact for the special use permit. He believed that the production, installation, and decommissioning of solar panels did create pollution. Mr. Guritz questioned the installation of Spruce trees as outlined in the landscaping plan. ZPAC issued a neutral recommendation with an amendment adding the community impact agreement to the list of conditions by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on May 28, 2025. Discussion occurred regarding the timing of Yorkville's review of the proposal. Discussion also occurred regarding various setback requirements. Discussion occurred regarding the decommissioning bond amount. Discussion occurred regarding the future land uses planned for the area. Neighbors spoke in favor of the project; they favored having solar panels instead of homes in the area and that drainage will be addressed as part of site development. The Kendall County Regional Planning Commission voted to continue the project to their June meeting by a vote of seven (7) in favor and zero

(0) in opposition with three (3) members absent. The minutes of the meeting were provided. The reason for the continuance was to get comments from Yorkville and Bristol Township and to allow the State's Attorney Office to complete their review of a community impact agreement template. At their meeting on June 25, 2025, the Commission discussed the Community Benefit Agreement; the Petitioner was voluntarily entering into the agreement. Discussion occurred regarding spending the funds from the agreement; the specific expenditures would be County Board decisions. Discussion occurred regarding the amount of money in the decommissioning bond and using funds from the Community Benefit Agreement to cover decommissioning. The special use permit does not have a sunset clause, but does have a controlling site plan which dictates the layout of the site. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition with three (3) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on June 2, 2025. Discussion occurred regarding the timing of notifications and the possibility of Yorkville annexing the property. The matter was continued to the June 30, 2025, Zoning Board of Appeals hearing. The minutes for this hearing were provided.

Per § 36-282(17) of the Kendall County Code, commercial solar energy facilities businesses can be special uses on A-1 zoned property subject to the following conditions:

a. All commercial solar energy facilities and test solar energy systems located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's regulations to flow through the property. Petitioner is requesting a variance.

b. The setbacks for commercial solar energy facilities shall be measured from the nearest edge of any component of the facility as follows:

   Occupied Community Buildings or Dwellings on Nonparticipating Properties-One hundred fifty feet (150') from the nearest point on the outside wall of the structure

   Boundary Lines of Participating Properties-None

   Boundary Lines of Nonparticipating Properties-Fifty feet (50') to the nearest point on the property line of the nonparticipating property

   Public Road Rights-Of-Way-Fifty feet (50') from the nearest edge

   The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. Per the site plan, the closet nonparticipating structure is greater than two hundred fifty feet (250') from the solar panels. The solar panels are greater than five hundred feet (500')

from Corneils Road.

c. A commercial solar energy facility's perimeter shall be enclosed by fencing having a height of at least six feet (6') and no more than twenty-five feet (25'). This is true. Per the application materials, the fence is proposed to be six feet (6') in height. As noted in the site plan, the fence will be six inches (6") above the finished grade. The fence will be chain link topped with barbed wire.

d. No component of a solar panel as part of a commercial solar energy facility shall have a height of more than twenty feet (20') above ground when the solar energy facility's arrays are at full tilt. This is true. Per the site plan, the maximum height will be ten feet, eleven and three-eighths inches (10'-11 3/8").

e. The above setback, fencing, and component height requirements may be waived subject to written consent of the owner of each affected nonparticipating property. This written consent shall be submitted at the time of application submittal. No such consent requested or needed.

f. Sound limitations for components in commercial solar energy facilities shall follow the sound limitations established by the Illinois Pollution Control Board. A noise study was provided.

g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than an agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials. The decommissioning plan was provided and is outlined in the Agricultural Impact Mitigation Agreement, which was provided. As noted in the decommissioning plan, the Petitioner is offering a bond of Fifty Thousand Dollars ($50,000). As suggested in the decommissioning plan, the Petitioner is agreeable to not fight the County in court, if the County wished to acquire title to the subject property in the event that the decommissioning bond is insufficient to cover all of the costs.

h. A vegetative screening shall be placed around the commercial solar energy facility. The site plan references a row of Black Hills Spruce and a row of Buttonbush. The spruce will be six feet (6') minimum in height within three (3) years of planting and the Buttonbush will be four feet (4') minimum in height within three (3) years of planting, as outlined on the site plan. The vegetative management plan was provided. The types of vegetation, timing of planting, and maintenance plan are included in the vegetative management plan. Following the ZPAC meeting, the Petitioner offered to replace the Spruce trees with evergreens of a similar height and width.

i. Commercial solar energy facility applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool (EcoCat) or a comparable successor tool. The commercial solar

energy facility applicant shall adhere to the recommendations provided through this consultation. The EcoCat was submitted and the recommendation was to establish pollinator friendly habitat as groundcover where feasible and the site should be de-compacted before planting. The letter from the Illinois Department of Natural Resources was provided.

j. Commercial solar energy facility applicants shall provide the results of the United States Fish and Wildlife Service's Information for Planning and Consulting environmental review or a comparable successor toll that is consistent with the U.S. Fish and Wildlife Service's Land-Based Wind Energy Guidelines and any applicable United States Fish and Wildlife Service solar wildlife guidelines that have been subject to public review. This was provided. Five (5) threatened or endangered species were in the area.

k. A facility owner shall demonstrate avoidance of protected lands as identified by the Illinois Department of Natural Resources and the Illinois Nature Preserve Commission or consider the recommendations of the Illinois Department of Natural Resources for setbacks from protected lands, including areas identified by the Illinois Nature Preserve Commission. While the site is designed around one (1) farmed wetland, there are other wet areas on the property that need to be examined through the stormwater permit review process.

l. A facility owner shall provide evidence at the time of application submittal of consultation with the Illinois State Historic Preservation Office to assess potential impacts on State-registered historic sites under applicable State law. This information was provided. The State Historic Preservation Office is requesting a Phase I Archeological Survey.

m. A commercial solar energy facility owner shall plant, establish, and maintain for the life of the facility vegetative ground cover consistent with State law and the guidelines of the Illinois Department of Natural Resources' vegetative management plans. The vegetation management plan shall be required at the time of application submittal. The vegetation management plan, including timelines for planting and maintenance of the vegetation, was provided.

n. The facility owner shall enter into a road use agreement with the jurisdiction having control over the applicable roads. The road use agreement shall follow applicable law. The facility owner shall supply the Kendall County Planning, Building and Zoning Department with a copy of the road use agreement. This provision shall be waived if the jurisdiction having control over the applicable roads does not wish to enter into an agreement. To date, the road use agreement negotiations are ongoing. The application materials and the site plan show at a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

o. The facility owner shall repair or pay for the repair of all damage to the drainage system caused by the construction of the commercial solar energy system within a reasonable time after construction of the commercial solar energy facility is complete. The specific time shall be set in the special use permit. No drain tile information was provided. In the application material there is a statement that no drain tile exists on the property.

No buildings are planned for the site. Any structures proposed for the site, including the solar arrays, shall obtain applicable permits.

The property is presently farmland. No wells, septic systems, or refuse collection points were identified.

The proposed area of disturbance is approximately point six-five acres (0.65). The County has concerns regarding the wet areas identified in the wetland delineation report and the farmed wetland identified on the property. The Petitioner submitted a stormwater permit application.

The temporary laydown area shown on the site plan is not proposed to be gravel.

Four (4) infiltration basins are shown on the site plan. Three (3) of these basins would be installed if required by the stormwater pollution prevention plan. No information regarding the infiltration basin was provided.

WBK Engineering submitted a letter on May 27, 2025. They had six (6) comments including determining if the wetlands are jurisdictional, providing a narrative describing existing and proposed conditions, providing a drain tile study, and providing an easement over the property for vegetative management. WBK Engineering's letter was provided.

The application materials and the site plan show a fifteen foot (15') wide gravel road inside a twenty foot (20') road easement on the southeast corner of the property. The entrance off of Corneils Road will be forty feet (40') wide.

No permanent parking was proposed. There will be a staging area during construction.
No lighting was proposed.

The Petitioner proposed installing one (1) sign at the vehicular access gate stating emergency contact information.

A glare study was provided.

No information was provided regarding impacts on property values

No odors were foreseen.

A noise study was provided.

If approved, this would be the third special use permit for a commercial solar energy facility in unincorporated Kendall County.

At their meeting on June 17, 2025, the County Board approved the special use permit for the commercial solar project in the 10000 Block of Ament Road. The County Board also approved a community benefits agreement. In that agreement, the Petitioner agreed to pay the County

approximately Three Thousand Dollars ($3,000) per megawatt annually with five percent (5%) increases every five (5) years. The Petitioner for the proposal on Corneils Road agreed to the same agreement, which was provided.

The proposed findings of fact for the special use permit were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Corneils Road will be retained for agricultural use and/or future residential use. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned A-1 and various residential classifications and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Corneils Road and screened by vegetation from neighboring houses to avoid negative visual impacts.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Bristol Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. While no drain tile is believed to be on the subject property, damaged drain tile will be repaired as outlined in the Agricultural Impact Mitigation Agreement and a condition attached to this special use permit.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the requested variance is granted, the proposal meets all applicable regulations.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 3-4 of the Land Resource Management Plan, "Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of similar proposals.

The proposed findings of fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property is located within one point five (1.5) miles of the United City of Yorkville. Information was provided stating that the United City of Yorkville did not wish to annex the property or enter into a pre-annexation agreement.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Given that the Kendall County Regional Planning Commission previously recommended denial of proposals on properties classified as Residential on the County's Future Land Use Map, and because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities, Staff's recommendation is neutral. Assuming that conditions can be imposed on the special use permit, the proposed conditions and restrictions are as follows:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, decommissioning plan, road access plan, and Agricultural Impact Mitigation Agreement. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row.
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community benefits agreement with Kendall County (**Added at ZPAC**).
4. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan, the owners of the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.
5. Within ninety (90) days of the approval of the special use permit, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.
6. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
7. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
8. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.
9. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
10. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
11. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
12. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
13. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.

14. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.

15. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

16. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Chairman Mohr wanted to know why Yorkville would not annex the solar project. Mr. Asselmeier stated that Yorkville had issues regarding the setback from Corneils Road. Yorkville requires a one-thousand-foot (1000') setback. The County requires a fifty-foot (50') setback.

Chairman Mohr re-opened the public hearing at 7:18 p.m.

Chairman Mohr swore in Dan Gorman and Doug Winsor.

Dan Gorman, Senior Developer for USA Energy Independence, LLC, spoke about the outreach with the residents was positive. Mr. Gorman stated that he reached out to Yorkville and they did not want to annex the project due to the one-thousand-foot (1000') setback requirement. Mr. Gorman reached out to the residents and the residents were in favor of a solar farm. USA Energy Independence, LLC will be purchasing the land. At the end of the term for the solar panels the land value would be Two Million dollars ($2,000,000) and could be given back to the County, if the decommissioning bond was insufficient. Mr. Gorman explained the Community Benefits Agreement; it will generate an additional Six Hundred Thousand Dollars ($600,000) over and above the taxes to the County over the life of the project. Mr. Gorman stated that there will be very little equipment installed on the land; it will remain for twenty-five (25) to thirty-five (35) years. There will be a retention pond and a full survey for drain tiles. Decommissioning will occur after the twenty-five (25) to thirty-five (35) years and the land will be returned to farmland.

Chairman Mohr asked about a concrete pad and if the poles were going into the ground. Mr. Gorman stated that they are putting in a two hundred square foot (200 sq ft) pad and the poles will be placed directly into to ground.

Doug Winsor stated that eleven (11) households got together and felt that a solar farm would be a much better option than a housing development because the solar farm fits into the rural setting. Mr. Winsor wanted assurance that there would not be a drainage problem. Mr. Winsor was informed that USA Energy Independence, LLC would be required to obtain a stormwater permit so there should not be any drainage problems.

Chairman Mohr asked if there was anything that can be done if there is glare from the solar panels. Mr. Gorman answered that they have tools to identify glare. They perform glare studies and have ways to mitigate glare. Because the panels tilt towards the sun, any glare should be directed skyward.

Member Thompson stated that he hears residents speak about their electric bill getting lower once there is a solar farm nearby. Mr. Gorman stated that many residents don't know about the program. Mr. Gorman stated that he will send a letter to the residents informing them of the savings on their electric bill.

Member Thompson asked how resistant the panels are from hail and severe storms and if there was a possibility that chemicals that could leak into the ground. Mr. Gorman stated there are no toxic chemicals in these solar panels.

Member Thompson said that he has not observed any glare from solar panels during his travels.

Member Prodehl asked about the bond amount. Mr. Gorman explained the bond calculation and future land values. Mr. Asselmeier noted that the Agricultural Impact Mitigation Agreement outlines how counties renegotiate the bond amount.

Chairman Mohr asked if the Petitioner's competitors use solar panels that place toxic materials into the soil. Mr. Gorman said not for commercial solar projects.

Chairman Mohr asked about replacing solar panels as technology improves. Mr. Gorman discussed technological improvements. Mr. Asselmeier asked if the proposed road use agreement accounts for these changes. Mr. Gorman did not know the terms of the agreement.

Mr. Gorman requested that the right-of-way dedication occur prior to the application of the building permit instead of within ninety (90) days of approval of the special use permit. Chairman Mohr did not see Bristol Township doing any work on Corneils Road in the future.

Chairman Mohr adjourned the public hearing at 7:50 p.m.

Member Fox made a motion, seconded by Member Prodehl, to approve the findings of fact for the special use permit and variance.

The votes were as follows:

Ayes (5):	Cherry, Fox, Mohr, Prodehl, and Thompson
Nays (0):	None
Abstain (0):	None
Absent (2):	LeCuyer and Whitfield

The motion carried.

Member Prodehl made a motion, seconded by Member Thompson, to recommend approval of the special use permit and variance with the conditions proposed by Staff with the amendment to set the

right-of-way dedication prior to the issuance of the building permit and to amend the landscaping plan to include evergreens of a similar height and width.

The votes were as follows:

Ayes (4):	Cherry, Fox, Prodehl, and Thompson
Nays (1):	Mohr
Abstain (0):	None
Absent (2):	LeCuyer and Whitfield

The motion carried.

The proposal will go back to the Kendall County Planning, Building and Zoning Committee on July 7, 2025.

Chairman Mohr is in favor of the proposal, but voted against the proposal because he believed the project should be annexed to Yorkville and this will be an island in the future.

The Zoning Board of Appeals completed their review of Petitions 25-04 at 7:56 p.m.

NEW BUSINESS/OLD BUSINESS

Update on Comprehensive Plan Update Project

Mr. Asselmeier reported on the open house in Newark. The next open house is July 14, 2025, at the Oswego Township meeting. There will also be a booth at National Night Out and there will be an open house at the Plano Library in August.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

Mr. Asselmeier reported that Petition 24-30 was approved by the County Board.

PUBLIC COMMENTS

Mr. Asselmeier reported there will not be any petitions for the July hearing.

Chairman Mohr asked if the vote by Little Rock Township on solar panels regulations will have any impact. Mr. Asselmeier responded that State law says that a township located in a county where the county adopted zoning cannot create their own township zoning regulations.

ADJOURNMENT OF THE ZONING BOARD OF APPEALS

Member Thompson made a motion, seconded by Member Fox, to adjourn.

With a voice vote of five (5) ayes, the motion carried.

The Zoning Board of Appeals meeting adjourned at 8:00 p.m.

Respectfully submitted by,
Matthew H. Asselmeier

Director of Planning, Building and Zoning

Exhibits

1. Memo on Petition 25-04 Dated June 27, 2025
2. Certificate of Publication and Green Cards from Mailing for Petition 25-04 (Not Included with Report but on file in Planning, Building and Zoning Office)

KENDALL COUNTY

ZONING BOARD OF APPEALS

June 30, 2025

In order to be allowed to present any testimony, make any comment, engage in cross-examination, or ask any question during this public hearing, you must enter your name, address, and signature on this form prior to the commencement of the public hearing. By signing this registration sheet, you agree that you understand that anything you say will be considered sworn testimony, and that you will tell the truth, the whole truth and nothing but the truth.

NAME	ADDRESS	SIGNATURE
Dan Gaura		
Doug Winsor		

Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning

Meeting Date: 8/14/2025

Subject: Approval of Petition 25-04, Special Use and Variance for Commercial Solar Energy Facility Between 9417 and 9221 Corneils Road

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-04, a Request from Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner) for a Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282(17)(a) of the Kendall County Code to Allow a Commercial Solar Energy Facility on Land within One Point Five (1.5) Miles of Municipality without an Annexation Agreement at the Property Between 9417 and 9221 Corneils Road, Bristol, (PIN: 02-09-400-007) in Bristol Township; Property is Zoned A-1

Previous Board/Committee Review:

ZPAC-Forward (7-0-3) on May 6, 2025

Kendall County Regional Planning Commission-Approval (7-0-3) on June 25, 2025

Kendall County Zoning Board of Appeals-Approval (4-1-2) on June 30, 2025

Fiscal impact:

N/A

Background and Discussion:

On July 30, 2025, the Petitioner informed the Department that they wished to amend their site plan to reorient the positioning of the panels.

Staff Recommendation:

Since the site plan was not entered into evidence at the Zoning Board of Appeals hearing, Staff recommends that the proposal be referred back to the Zoning Board of Appeals for rehearing. The earliest a rehearing could occur is September 29, 2025.

Attachments:

N/A

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
4:00 p.m.
Meeting Minutes of August 14, 2025 – Unofficial until Approved

CALL TO ORDER
The meeting was called to order by Chairman Wormley at 4:50 p.m.

ROLL CALL
Committee Members Present: Brian DeBolt, Dan Koukol, Ruben Rodriguez, and Seth Wormley
Committee Members Absent: Elizabeth Flowers
Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, and Dan Gorman

PUBLIC COMMENT
None

PETITIONS
Petition 25-04 Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)
Mr. Asselmeier summarized the request.

On July 30, 2025, the Petitioner informed the Department that they wished to amend their site plan to reorient the positioning of the panels.

Since the site plan was not entered into evidence at the Zoning Board of Appeals hearing, Staff recommends that the proposal be referred back to the Zoning Board of Appeals for rehearing. The earliest a rehearing could occur is September 29, 2025.

Daniel J. Gorman, Senior Developer for USA Energy Independence, LLC, spoke about the change of site plan. The solar panels will be placed lower to the ground. The new racking will be seven feet (7') tall instead of the original ten feet (10') tall. Mr. Gorman stated that his company has always used domestic racking, but other companies have not used this type of racking. Other solar companies have switched to domestic racking which is causing a backlog.

Member Koukol asked how many projects the Petitioner is currently working on. Mr. Gorman responded he is working on four (4) at the present time.

Member Rodriguez asked when the project would start. Mr. Gorman stated the project would start in the spring of next year.

Member DeBolt made a motion, seconded by Member Rodriguez, to refer the proposal back the Zoning Board of Appeals.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

Assuming proper notification occurs, the proposal will be on the September 29, 2025, Zoning Board of Appeals agenda.

NEW BUSINESS:

Approval of a Community Benefit Agreement Between USA Energy Independence 1, LLC and the County of Kendall, Illinois

Mr. Asselmeier summarized the request.

This proposal requires the developer of the solar project between 9417 and 9221 Corneils Road to pay the County to offset the loss of property tax revenue caused by the development of a solar farm instead of other uses on the subject property.

The developer shall pay the County Fifteen Thousand Dollars ($15,000), the equivalent of approximately Three Thousand Dollars ($3,000) per megawatt, annually. The payment shall increase five percent (5%) every five (5) years.

The first payment is due within thirty (30) days after the project achieves commercial operations and subsequent payments are due by the anniversary of the first payment or on a mutual agreed date.

This proposal has the same terms as the Community Benefit Agreement for the solar project in the 10000 Block of Ament Road.

The proposal was provided.

Member DeBolt asked how many acres are on the property. Mr. Asselmeier responded that the property is thirty-seven (37) acres and the fenced in area with the solar panels will be twenty (20) acres.

Member DeBolt made a motion, seconded by Member Koukol, to recommend approval of the proposal.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

The proposal goes to the Kendall County Board on August 19, 2025, on the consent agenda.

COMMENTS FROM THE PRESS:

One (1) of the members of the press asked about the number of people allowed in the short-term rentals. Mr. Asselmeier responded that there is no limit at this time. The way it's handled is if a property is on well and septic, the septic system was designed for a certain capacity and the County relies on that number to determine what is allowable. Mr. Asselmeier stated the County does not have a property maintenance code.

Mr. Asselmeier stated he will draft a text amendment and give it to Chairman Wormley to see if it's satisfactory.

EXECUTIVE SESSION

None

ADJOURNMENT:

Member DeBolt made a motion, seconded by Member Rodriguez to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 5:59 p.m.

Minutes prepared by Wanda A. Rolf, Part-Time Office Assistant

BRISTOL TOWNSHIP ROAD DISTRICT – ENTERPRISE ENERGY SOLAR FARM ROAD USE AGREEMENT

This ROAD USE AGREEMENT (this "Agreement") is made and entered into on July 31, 2025 by and between the Bristol Township Road District (the "Road District"), and USA Energy Independence 1, LLC, a Minnesota limited liability company ("Company"). The Company and the Road District are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Company is a validly existing Minnesota limited liability company authorized to do business in the State of Illinois.

B. The Company intends to construct a solar farm (the "Project") in and across portions of Kendall County, Illinois (the "County").

C. The Company intends to use roads under the Road District's jurisdiction ("Road District Highways") for construction and routine maintenance of the Project.

D. The Company and the Road District desire to address the Company's use of the Road District Highways during the construction of the Project, including the transport of heavy equipment and materials in vehicles which may exceed the number of agricultural vehicles which use the Road District Highways in one year and will also include "Oversize" loads; the transport of certain materials necessary to the construction of the Project, such as concrete and gravel; making certain modifications and improvements (both temporary and permanent) to Road District Highways (including to certain culverts, bridges, road shoulders and other related fixtures) as needed so that Project construction vehicles can pass; and place material and equipment necessary for the Project's operation adjacent to, or under certain Road District Highways.

E. The Road District, pursuant to the Township Code (60 ILCS 1/73-5) and the Illinois Highway Code (605 ILCS 5/6-101 *et seq.*), has authority over and responsibility for local highways under its jurisdiction, including constructing, maintaining and repairing such local highways.

F. Section 9-113 of the Illinois Highway Code, 605 ILCS 5/9-113, grants the Road District authority to impose reasonable and necessary rules, regulations, and specifications for the use of local highways under its jurisdiction by public and private utilities.

G. Section 9-113.01 of the Illinois Highway Code, 605 ILCS 5/9-113.01, imposes liability on public or private utilities for any damage to local highways.

H. Section 9-122 of the Illinois Highway Code, 605 ILCS 5/9-122, imposes liability for damage done to a bridge or culvert.

I. The Company has provided to the Highway Commissioner a map for the Project showing the haul routes, road crossings, and construction access roads, a copy of which is attached hereto as Exhibit "A" and referred to as the "Project Map".

J. The Road District and its Highway Commissioner have a duty to ensure that the public rights-of-way are constructed, used, maintained, and repaired in a manner which serves the residents of the Road District and the public interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows herein.

Section 1. Company Undertakings. The Company hereby agrees to and shall cause the contractors, sub-contractors, employees, material suppliers, vendors, transport providers, agents, representatives, and designees (the "Company Representatives") to abide by the terms and conditions of this Agreement. Although the following subparagraphs refer to the Company, the Parties agree that the Company is responsible for Company Representatives abiding by the terms and conditions set forth in this Agreement and the Company shall be responsible for any breach of the terms and conditions set forth in this Agreement by any Company Representatives. Whenever the consent or approval of the Company is required such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Company shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(A) The Company shall pay to the Road District One Time Permit Fee listed on the Schedule of Fines and Fees (Exhibit D) prior to the Company's receipt of a Building Permit for the Project. The payment shall be deposited into the Road District's Road and Bridge Fund. This payment shall be deemed to provide permission for the overweight, oversize, and over width vehicles related to the Project to travel upon the Road District Highways as designated on the Project Map and for driveway access and utility installation permits; use and alteration of the Road District Highways and rights-of-way for Project construction as provided for in this Agreement; permits issued in accordance with this Agreement; use of the public right-of-way for installation of electrical utilities; and for the issuance of any other permit, inspection, consent, or approval required under this Agreement. The Parties further agree that the fee compensates the Road District for time spent on this Project by the Highway Commissioner, Road District employees, and Road District's legal counsel prior to the execution of this Agreement, and to ensure the Road District's taxpayers do not bear any financial burden as result of the construction of Project.

(B) The Company shall provide written notice to the Road District identifying all Company representatives who will be authorized to act on the Company's behalf when working with

the Road District and providing regular contact information for all representatives, and emergency contact information (address, telephone, and email) for at least one individual who may be contacted by the Road District in the event of an emergency.

(C) The Company shall submit to the Road District a permit application for utility installations, substantially in the form of *Exhibit E* to this Agreement, and shall not install any utilities until a permit has been issued.

(D) At least twenty (20) days prior to the start of construction on the Project, the Company shall become a member of Joint Utility Locating Information for Excavation ("JULIE"). In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder, the Company shall provide JULIE with the necessary information to update its records and memorialize where the underground cables are located under the Road District Highways and rights-of-way. The Company shall, upon request, provide proof of its membership in JULIE to the Road District. The Company shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers and tile lines which run over, through, or under any part of the Road District Highways and rights-of way used by the Company. It shall be the Company's responsibility to contact the various public utility companies and locate their properties before any construction shall start and the Company shall assume full responsibility for reimbursing owners for any damage or injury to such properties which may be caused by the Company's activities and operations.

(E) Should the Company desire to connect a driveway to access the Project to any Road District roads (an "Access Entrance") the Company shall submit an application for an Access Entrance Permit, in the form substantially similar to that attached as *Exhibit F* and shall physically mark the proposed locations of each Access Entrance.

The proposed Access Entrance locations shall:

(1) provide for the most favorable vision, grade, and alignment conditions for motorists using the proposed driveway and the Road District Highway;

(2) not unduly interfere with the free and safe movement of traffic on the Road District Highway;

(3) provide maximum safety and convenience for other users of the Road District Highway rights-of-way; and

(4) not cause a materially adverse effect on existing drainage patterns or cause water to flow across the Road District Highway or pond on the shoulders or in the ditch, or otherwise result in erosion of the Road District Highway or road right-of-way.

(F) Except as otherwise provided for in this Agreement, The Company shall only transport Oversize loads on Road District Highways during daylight hours. The Company shall notify the Road District in writing at least 72 hours in advance of the need to transport Oversize loads, so that the Road District can provide written approval for use of the Road District Highway(s) identified on the permit. A load is considered "Oversize" if:

(1) WIDTH is greater than 14'-06",

(2) LENGTH is greater than 145'-0",

(3) HEIGHT is greater than 15'-0", or

(4) WEIGHT is greater than 120,000 lbs. gross.

An "Oversize" load may also be defined in accordance with information obtained by a Party from IDOT's Permit Office.

(G) The Company shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices, as issued by IDOT. The Company shall schedule Project traffic, including Oversize movements, in a way to reasonably minimize the adverse impact on the motoring public. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry and funeral processions.

(H) In the event a road closure due related to construction of the Project shall be necessary, the Company shall send notice by e-mail or facsimile to the Road District and its designee(s), local school districts, local postmasters, the Kendall County Highway Department, the County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service of the road closure, including section of the road to be closed and duration of closure, at least 24 (twenty-four) hours in advance of the closure.

(I) The Company shall be required to coordinate with, and receive the approval of, the Road District for any road closures contemplated to last for a duration longer than two (2) consecutive hours. In no event shall the duration of a road closure exceed four (4) consecutive hours. Any road closure in excess of four (4) consecutive hours shall cause the Company to incur an Excessive Road Closure fee, pursuant to *Exhibit D*.

(J) At its expense, the Company shall:

(1) Post signs for all highway construction zones, including road and intersection closures. All road closures shall comply with IDOT BLR Standard 21, with RC 500, RCA and Road Closed signs.

(2) Post signs or mark routes for Project construction traffic in accordance with the Project Map (Exhibit A).

(3) Obtain and post signs advising "No Construction Traffic" at various locations as an aid to traffic management.

All such signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(K) All traffic related to the construction of the Project, including that of Company Representatives, shall exclusively use the routes designated for use by construction traffic on the Project Map (Exhibit A). The Parties understand that traffic related to the construction of the Project shall not include Company Representatives travelling in passenger vehicles during meal breaks or at other times when restricting travel to the use of routes designated for construction traffic would be impractical. In the event this provision is violated by the Company, the Road District may issue a Notice of Violation (Exhibit B) and impose a fine, pursuant to the Schedule of Fines and Fees (Exhibit D). The Company shall be obligated to repair any road damage resulting from the Company' improper use of Road District Highways.

(L) The Company shall keep all Road District Highways and appurtenances used by the Company clear of mud, dirt, dust, spilled or tracked material, garbage, obstructions, or other hazards created or caused by Company's construction activities. Upon request of the Road District, the Company shall clear any construction-related mud, dirt, debris, garbage, obstructions, or hazards from a Road District Highway, culvert, or ditch within two (2) hours after the request is made. If the Company fails to act within this time frame, the Road District may take remedial action and may close the road until the road is made safe and the Road District may issue a Notice of Violation and impose a fine, pursuant to the Schedule of Fines and Fees (Exhibit D). The Company is not responsible for the removal of mud or debris related to third-party agricultural operations.

(M) The Company shall not use Road District Highway rights of way as storage or staging areas or as parking areas for the Company's or the Company's Representative's vehicles and equipment, without the express permission of the Road District.

(N) Any fences erected by the Company shall be located so as not to impede the view of drivers approaching any right of way.

(O) Should it be deemed necessary to widen any corner radius of a Road District Highway to facilitate the turning movements of the transport trucks used by Company or Company Representatives, such modifications shall be designed by an engineer licensed to work in the State of Illinois and shall satisfy the applicable sections of the current Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT (the "IDOT Standards"). The proposed modifications must be approved by the Highway Commissioner before any changes are made to an intersection. When the widened corners are no longer needed, the Company shall repair all damage, return the corners substantially to their original lines and grades, and ensure proper drainage in accordance with IDOT Standards, unless

the Highway Commissioner requests that the widened corners remain as improved and the Company prepares, obtains, and records with the County Recorder all permanent easements needed for the widened corners to remain in place in favor of the Road District in a form approved by the Road District.

(P) The Company shall use commercially reasonable efforts to obtain permanent easements from private landowners so that widened road corners, drainage structures or other improvements intended to be permanent in nature can remain fully in place. The Company shall prepare, obtain, and record with the County Recorder permanent easements in favor of the Road District in a form approved by the Road District.

(Q) The Company shall pay for the costs of all repairs to all Road District Highways and appurtenances that are damaged by the Company or Company Representatives during the construction of the Project in accordance with Section 4 of this Agreement.

(R) Should construction on the Project be suspended for an extended period (more than three (3) days), the Company, at its expense, shall take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on Road District Highways during the period work is suspended. Such measures may include, but are not limited to, laying additional gravel, installing barriers, posting signs or providing interim repairs or protections such as spray patching. The suspension of construction may be caused by, but is not limited to, seasonal weather conditions, "acts of God", or labor disagreements. If work is suspended for a period exceeding six (6) months, then reconstruction and repair of the Road District Highways in accordance with Section 4 of this Agreement shall begin.

(S) All action taken the Company to prepare the roads for winter conditions and the plowing of the roads by the Road District shall be subject to the supervision of the Road District. In the event rapidly changing winter weather conditions, such as a sudden thaw, make road conditions hazardous, the Road District may close the road to construction traffic upon providing reasonable notice to the Company.

(T) The Road District and/or its designee(s) shall have access to the Road District Highways at all times to inspect the roads, culverts, adjacent ditches, *etc*. The Company shall reimburse the Road District for all reasonable and documented third-party costs for oversight and management of the inspection process, including but not limited to on-going engineering and surveying fees, incurred in connection with any and all the road issues relating to the construction of the Project, coordination of construction traffic, issuance of required permits and repairs to the Road District Highways and all roadway appurtenances. The Road District shall notify the Company in advance of incurring such costs. Payments shall be made within thirty (30) days of receipt of such engineering bill or other bills by the Company or request for reimbursement from the Road District, which request for reimbursement shall be provided monthly.

(U) In accordance with Section 9-104 of the Illinois Highway Code, all section corner stones and monuments shall be properly preserved.

(V) The Road District may issue a Notice of Violation (Exhibit B) and impose a fine pursuant to the Schedule of Fines and Fees (Exhibit D), if the Road District is notified of and determines a traffic control deficiency exists. Before issuing a Notice of Violation the Road District shall notify and direct the Company to correct the deficiency within a specified time based upon the urgency of the situation and the nature of the deficiency. Such time for curing a traffic control deficiency may be extended as may be reasonably required due to the nature of the deficiency; provided, that the Company is using diligent efforts to actively cure the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan.

(W) To the extent permitted by law, the Company will defend, indemnify, and hold the Road District, Bristol Township and its elected officials, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from the Company's or Company Representatives' breach of this Agreement; failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of the Company or the Company Representatives in the discharge of those duties and responsibilities.

(X) The Company agrees that, in the event the planned solar farm is decommissioned (decommissioning being the process of removing all solar farm equipment from the location where it is being installed), the Company shall work in good faith with the Road District to develop a suitable decommissioning plan to protect and repair any damage done to the Road District's roads during the decommissioning process, with provisions substantially similar to those in Sections 3 and 4 of this Agreement governing the inventory and repair of the Road District roads.

(Y) Prior to receiving a building permit from Kendall County for construction of the Project, the Company agrees to dedicate certain rights-of-way to the Road District depicted on the Road Dedication Map, attached hereto as *Exhibit G*. The Company's receipt of said building permits shall be conditioned upon the transfer of the above-described rights-of-way.

Section 2. Road District Undertakings. In consideration of the obligations of the Company under this Agreement, the Road District agrees to permit the Company and the Company Representatives access to the Road District's Highways and appurtenances as identified on the Project Map (Exhibit A) and as provided for in this Agreement. Whenever the consent or approval of the Road District is required such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

(A) The Road District consents to the use of the Road District Highway's rights-of-way for utility encroachments for the Project provided the Company submits a permit application for

utility installations and the installation conforms to good utility practice. Any parallel utility installations shall be no closer than twenty feet (20') from the edge of public right-of- way, unless otherwise agreed upon by the Company and the Road District. Any proposed cable installations within one hundred fifty feet (150') of any bridges or box culvert shall be subject to review and approval by the Kendall County Engineer. Any utility permit issued by the Road District is effective only to the extent of Road District's property interest and shall not be binding on any owner of a fee over or under which the highway is located. It shall be the solely Company's responsibility to obtain the necessary approval of any owner of the fee over or under which the highway is located if such approval is required.

(B) The Road District consents to Access Entrances from Road District Highways provided the Company submits a permit application for a road entrance and the installation conforms to the requirements stated in Section 1(E) and the permit application.

(C) In the event weather conditions, such as a sudden thaw, make road conditions hazardous, the Road District may close the road to construction traffic upon providing reasonable notice to the Company.

(D) The Road District will issue individual "Oversize" permits provided the Company submits a corresponding permit application submitted to IDOT and the proposed movement conforms to the requirements stated in this Agreement and the permit application.

(E) The Road District will coordinate with Company and Company Representatives so as to minimize the adverse impact of Project construction on the motoring public and the Road District's Highways.

(F) The Road District will perform all routine maintenance on the Road District Highways in accordance with Section 4(B) of this Agreement.

Section 3. Road Inventory.

(A) Pre-Construction Inventory. At least fourteen (14) days before using the Road District Highways, the Company shall perform a survey to record the condition of the pavement surface of the Road District Highways designated on the Project Map (Exhibit A) (the "Inventory"), and shall promptly submit the "Inventory" to the Road District for review. The Inventory shall consist of high definition video, or high quality photographs, providing a viewer a virtual drive of the Road District Highways. In addition, to the extent reasonably accessible, the Company shall take photographs of the interior of all bridges, box culverts, culverts, and the road surface above each bridge, box culvert and culvert on Road District Highways designated for use by construction and delivery vehicles. The Road District will provide the Company copies of any plans, cross-sections and specifications relevant to the existing road structure in possession of the Road District, if requested.

For any drainage structures on the Road District Highways designated for use during Project construction, the Company shall hire an independent engineer licensed to work in the State of Illinois and acceptable to the Road District, to inspect all such bridges, culverts, and box culverts, and a load rating of all load carrying components of any such bridge or box culvert shall be completed by an Engineer. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of Project construction to assure that the bridges and box culverts can withstand the volume and weight of Project construction vehicles. If the inspection report concludes that a bridge or box culvert is structurally insufficient to handle the projected loads, it shall not be used by the Company, unless the Company, subject to the approval of the Road District, first makes pre-construction improvements such that the bridge or box culvert is then capable of withstanding the volume and weight of Project construction vehicles. The Engineer shall provide to its report to the Company and the Road District at the same time.

(B) Post-Construction Inventory. Upon completion of construction of the Project, the Company shall perform a post- construction survey, the methods of which shall be identical to those of the pre- construction survey of the highways and drainage structures. The two sets of data will be compared and if there is any damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or improvements needed to repair the Road District Highways and drainage structures in accordance with Section 4.

Section 4. Repair and Maintenance of the Road District Highways.

(A) Any repairs to the Road District Highways conducted by the Company shall meet the requirements of IDOT's Standard Specifications and Supplemental Specifications in effect at the time of repair, unless otherwise provided in this Agreement or otherwise approved by the Road District.

(B) The Company, at its sole expense, shall maintain the Road District Highways and roadway appurtenance to the extent damage and/or degradation is caused by the Company and the Company's Representative(s) and repairs or maintenance work is needed to ensure the continued safe passage of the motoring public. To the extent a condition exists posing an immediate threat to public safety, the Company shall immediately implement repairs required to make the Road District Highway safe for the motoring public.

If any necessary repair or maintenance action is not promptly undertaken by the Company, the Road District may initiate the necessary repair and the Company shall reimburse the Road District for the reasonable costs of such repairs within thirty (30) business days of a written request for reimbursement.

(C) The daily routine maintenance of all Road District Highways, including snow removal, striping, and routine signage shall remain the responsibility of the Road District.

(D) The Company shall bear financial responsibility for necessary improvements and repairs to the Road District Highways as a result of Project construction, including the costs incurred for engineering estimates and inspections.

(E) Upon the Road District's determination, to be made in coordination with the Company, that construction of the Project, or a portion of the Project, is substantially complete, the Highway Commissioner, a representative from the Company, and civil engineers as the Parties may select, shall meet and review the condition of the Road District Highways and discuss the required post-construction road repairs (the "Road Repairs"). Following the on-site review of the Road District Highways, the Parties shall make a good faith effort to promptly and mutually agree to the needed Road Repairs, as well as the cost of the Road Repairs.

(F) The Company shall engage contractors and material suppliers qualified to perform work in compliance with IDOT Standards (unless the applicable work is not required by this Agreement to be in compliance with IDOT Standards) and approved by the Road District to perform the agreed upon Road Repairs.

(G) The Parties shall make a good faith effort to resolve any disagreements about the nature and/or scope of the Road Repairs, the projected costs of those repairs or the performance of road work by the Company. In the event the negotiation efforts of the Parties are unsuccessful, upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which regularly practices and has experience in highway construction and design standards in Illinois.

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 an on-site inspection of the Road District Highways and shall be entitled to all information and documentation deemed reasonable for the Neutral Engineer to make a determination. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement and issue a written report, which shall be final and binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by the Company.

(H) Upon completion of the Road Repairs, the Company shall provide written notice to the Road District (the "Completion Notice"). Upon receipt of the Completion Notice, the Road District shall have ten (10) business days to inspect the Road Repairs and provide written notice to the Company that the Road Repairs are accepted or rejected in whole or in part, which determination shall be made in good faith by the Road District.

(a) If the Road District rejects the Company's Road Repairs, the Road District

shall state the work rejected, the action required to make the rejected work acceptable, and a reasonable time period for the completion of the work (the "Punch List Work"). Upon completion of the Punch List Work, the Company shall provide another Completion Notice to the Road District. If the Company disputes the Road District's rejection of its Road Repairs and/or the Punch List Work and the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer, as provided for in this Agreement, for resolution.

(b) The Company's Road Repairs shall be deemed accepted by the Road District (the "Date of Acceptance") upon the earliest to occur of the following events:

(i) the Road District's issuance of a written notice that the Road Repairs are accepted; or

(ii) the Road District's failure to provide a written rejection of the Company's Road Repairs along with the Punch List Work to the Company within ten (10) business days of the Road District's receipt of the Completion Notice; or

(iii) upon receipt of a determination confirming completion of the Road Repairs by the Neutral Engineer.

(l) The warranty period for the Company's Road Repairs shall expire three (3) years from the Date of Acceptance (the "Warranty Period"). The Road District shall promptly notify the Company of any suspected breach of warranty. Upon receipt of such notice, the Company shall re-perform any road work to the extent that it was in breach of warranty.

Section 5. Financial Security.

(A) At least fifteen (15) days prior to the commencement of use of the Road District Highways, the Company shall provide to the Road District an irrevocable Letter of Credit in the amount of One Hundred Thousand Dollars ($100,000.00) (the "Letter of Credit") issued by an FDIC-insured financial institution located in the United States of America; provided that the Letter of Credit may be issued by a United States branch of a foreign bank, substantially in the form attached as *Exhibit C* to this Agreement.

(B) Throughout the Term of this Agreement, the Road District may request an increase or decrease in the amount of the Letter of Credit if road repair costs change due to changes in market conditions. The party requesting a change in the amount of the Letter of Credit must provide supporting documentation of for the request that is acceptable to the other party. Following receipt of such request the Company shall have forty-five (45) days to cause the applicable issuing bank to change the stated amount of the Letter of Credit to the periodically revised estimate. Following receipt of such request from the Company, the Road

District shall promptly provide its written consent to the change in amount and execute any other documentation required by the applicable issuing bank to effect such a change.

(C) Should the cost or expense of any of the Company's financial responsibilities under this Agreement exceed the amount stated on the Letter of Credit, the Company shall remain liable for any additional cost or expense.

(D) The Letter of Credit may be used by the Road District, in its reasonable discretion, to cure any uncured defaults of any kind or nature with respect to the Company's obligations under this Agreement, including, but not limited to:

(1) The Company's failure to pay any obligations under this Agreement within thirty (30) days of receiving such notice, which obligations shall include without limitation, modification, repairs, and improvement of the Road District Highways, subject to the Warranty Period and dispute resolution mechanisms set forth in Section 4;

(2) Failure to keep any insurance policy required by this Agreement in effect.

(3) Company's failure to pay its' contractors, subcontractors, material suppliers, and other entities doing working on behalf of Company pursuant to this Agreement could result in a Mechanics' Lien claim.

(4) the Company's failure to pay any contractors, subcontractors, material suppliers, engineers or others (a "Lien Claimant") for work performed in connection with this Agreement, as may be evidenced by the Road District or Township's receipt of a Notice of Claim pursuant to the Mechanics Lien Act;

(5) reimbursement for emergency actions by the Road District to respond to an incident related to construction of the Project to protect public health and safety; or

(6) reimbursement for such other actions or costs incurred as are provided for under this Agreement.

(E) The Road District shall not draw on the Letter of Credit until ten (10) calendar days after the delivery of a written notice to the Company specifying a default hereunder by the Company, during which ten (10) calendar days the Company may cure such default and, in the event the Company so cures, the Road District shall not draw on the Letter of Credit on account of such default.

(F) At the conclusion of the Warranty Period, the Road District shall return the Letter of Credit to the Company. Upon receipt of the Letter of Credit from the Road District, the Company shall have no further obligation to maintain the Letter of Credit and the Letter of

Credit shall be cancelled. The Road District shall provide the Company any reasonable documentation requested by the issuing bank to evidence the cancellation request.

Section 6. Insurance.

The Company shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance coverages.

(A) Workers Compensation and Employers Liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the State of Illinois;

(B) Commercial Automobile Liability insurance covering all motor vehicles, including owned, hired and non-owned autos operated and/or licensed or leased by Company and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than a combined single limit of Two Million Dollars ($2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident.

(C) Commercial General Liability Insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate covering the activities of the Company contemplated by this Agreement, without restricting the generality of the foregoing, such coverage shall include, but not be limited to, bodily injury and property damage, products and completed operations and contractual liability. Limits of liability can be achieved by a combination of General Liability and Umbrella/Excess Liability policies.

(D) Sudden and accidental pollution liability with minimum limits of Three Million Dollars ($3,000,000) per claim and in the aggregate covering bodily injury and property damage covering activities of the Company.

The insurance shall be written by a company rated by A.M. Best of no less than A- (XV) or as otherwise determined to be acceptable by the Road District.

Bristol Township, the Bristol Township Road District, their respective elected and appointed officials, agents, and employees shall be named as additional insureds with respect to the Commercial General Liability policy.

The Company may utilize any combination of primary and/or excess insurance to satisfy the above requirements. The Company shall submit a Certificate of Insurance to the Road District prior to the initiation of any work or transportation of any materials or equipment on the Road District Highways. The Certificate of Insurance shall demonstrate that the insurance carrier shall provide a thirty (30) day written notice of cancellation with an exception to be made in the event of a cancellation due to nonpayment of premium for which the notification

period shall be ten (10) days. Notice of cancellation in either case shall be provided to the Road District. The cancellation of liability insurance required under this Section 7 shall be considered an event of Default under this Agreement.

Section 7. Miscellaneous.

(A) Recitals. The recitals set forth in the Agreement are hereby incorporated herein and made a part of this Agreement.

(B) Remedies and Enforcement. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance as well as other remedies available at law or in equity. Notwithstanding the foregoing, the Road District may, without notice, take remedial action if immediate hazards exist and the Company is unable to or fails to take immediate action to make the Road District Highways safe and any costs reasonably incurred by the Road District in such a circumstance shall be reimbursed by the Company.

(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) 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 the Parties.

(E) 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 Party against whom enforcement is sought.

(F) Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to the email address set forth below, when actually received.

Company: USA Energy Independence 1, LLC
Attn: Daniel Gorman
2925 Dean Parkway Ste 300
Minneapolis, MN 55416
DanielG@EnterpriseEnergy.com
Phone: 651-497-5805

With a copy to:

USA Energy Independence 1, LLC
Attn: Evan Carlson
[redacted]
Phone: [redacted]

Road District: Highway Commissioner
Bristol Township
9075 Corneils Road
Bristol, IL 60512
Phone: 630-553-0101

With a copy to: Shawn P. Flaherty
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
[redacted]
Phone: [redacted]

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

(G) Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

(H) Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, irrespective of any conflict of laws provisions. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Twenty-Third Judicial Circuit, Kendall County, Illinois.

(I) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, and their respective successors, assignees, and legal representatives. This Agreement may not be assigned without the written consent of the other Party hereto, which will not to be unreasonably withheld. Any such permitted assignment will not relieve the Company of its obligations under this Agreement. Prior to any assignment, the Company shall provide to the Road District a written sworn statement executed by the proposed assignee stating that the assignee has received and read a complete copy of this Agreement, including the exhibits, and agrees to be bound by the terms and conditions of this Agreement.

(J) Termination. The Company shall have the right to terminate this Agreement at any time for convenience before Project construction starts by providing (10) business days' prior written notice to the Road District of its intent to terminate this Agreement. In the event such termination occurs, the Company's obligations to pay for third party costs incurred by the Road District prior to termination shall survive.

(K) This Agreement shall remain in place until the expiration of the Warranty Period, defined under Section 4(I) of this Agreement.

(L) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(M) Attorney's Fees and Costs. The Company agrees to reimburse the Road District for all reasonable and documented attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course.

(N) Construction of Agreement. In the event of any ambiguity in the terms of this Agreement that the Parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the Road District.

[Remainder of page intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

BRISTOL TOWNSHIP ROAD DISTRICT,
an Illinois Unit of Local Government

By: [redacted]
Highway Commissioner

Attest:

By: [redacted]
Township Clerk

USA Energy Independence 1, LLC

By: [redacted]
Evan Carlson
Title: Manager

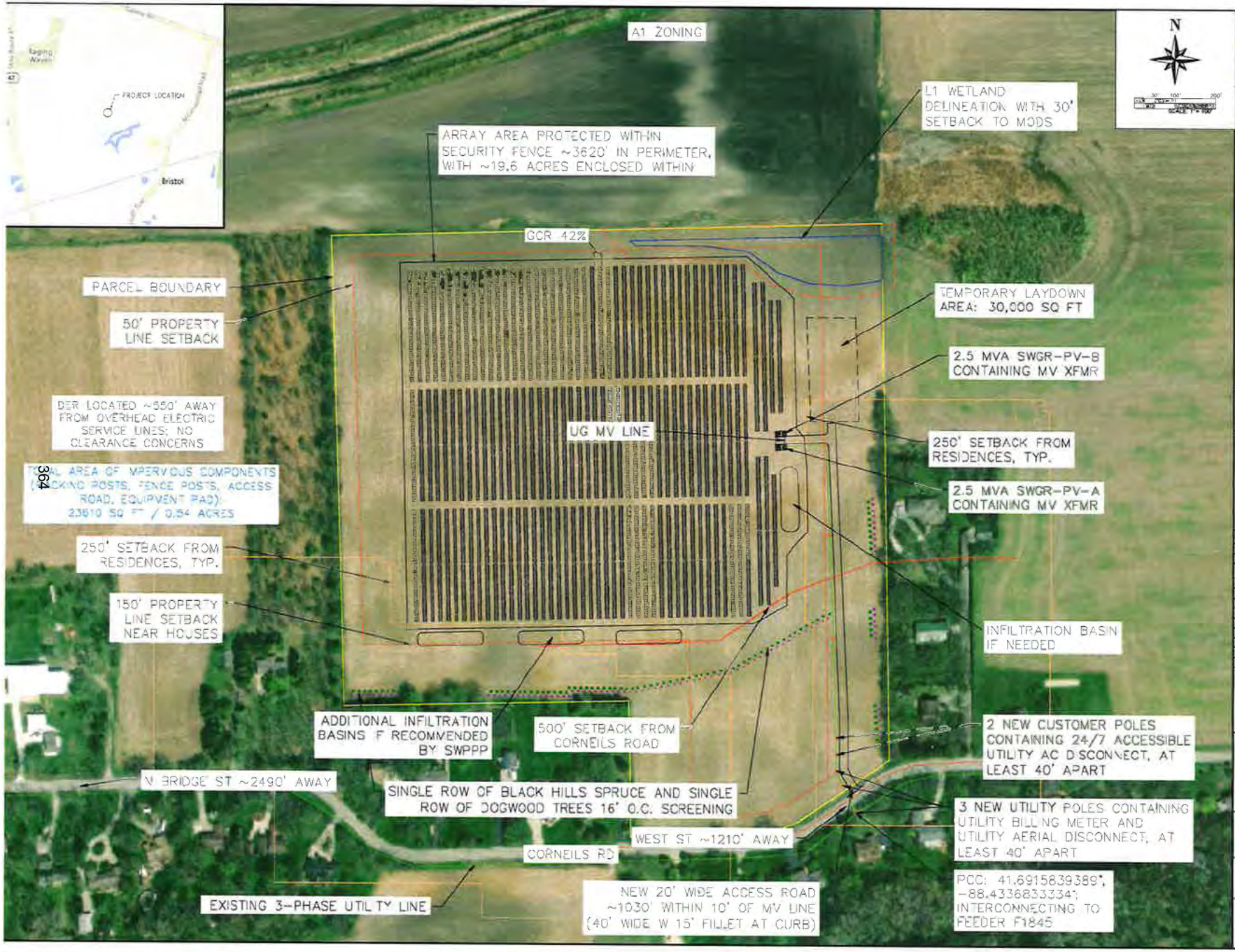
Attest:

By: [redacted]
Title: Developer

List of Exhibits:

Exhibit A:	Project Map
Exhibit B:	Notice of Violation form
Exhibit C:	Letter of Credit
Exhibit D:	Schedule of Fines and Fees
Exhibit E:	Utility Permit Application
Exhibit F:	Access Permit Application
Exhibit G:	Road Dedication Map

EXHIBIT A – PROJECT MAP



ENTERPRISE ENERGY

2925 DEAN PARKWAY, EXECUTIVE STE 300
MINNEAPOLIS, MN 55416
612-470-7152
WWW.ENTERPRISEENERGY.COM

THIS DRAWING IS THE COPYRIGHT PROPERTY OF ENTERPRISE ENERGY, LLC. IT MAY NOT BE REPRODUCED (IN WHOLE OR PART) FOR OTHER THAN THE PROJECT NAMED WITHOUT THE WRITTEN CONSENT OF ENTERPRISE ENERGY, LLC

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	9,848
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°
PV MODULES SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (MDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	10/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	ISA CONSULTING	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:
ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
9318 CORNEILS RD
YORKVILLE, IL 60560
41.692296°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:
COMED

DRAWING TITLE:
SITE PLAN

SHEET:	SHEET SIZE:
AC01	22"x34"

EXHIBIT B – NOTICE OF VIOLATION

NOTICE OF VIOLATION

Deliver to:
Enterprise Energy, LLC
[address]

copy:
[name]
[address]

Method of Delivery: _____

Notice is hereby given to the Company that the following violation of the Road Use Agreement entered into by the Road District and the Company has occurred:

Check one:	Type of Violation:	Fine:
	Failure to clean roadway (Road Use Agreement Sec. 1(L))	
	Use of Unauthorized Roads (Road Use Agreement Sec. 1(K))	
	Traffic Control Deficiency (Road Use Agreement Sec. 1(V))	
	Extended Road Closure (Road Use Agreement Sec. 1(I))	

Notes: _____

_____

_____

Location: _____

Date & Time: _____

Individuals Involved: _____

_____

_____

Signature: _____

Name: _____

Title: _____

All amounts due pursuant to this Notice must be delivered within 30 days to the Bristol Township Road District, 9075 Corneils Road, Bristol, IL 60512.

EXHIBIT C – LETTER OF CREDIT FORM

LETTER OF CREDIT

For the Benefit of:
Bristol Township Road District
Highway Commissioner
Bristol Township
9075 Corneils Road
Bristol, IL 60512
Phone: 630-553-0101

Applicant:
Enterprise Energy
[insert address]

[DATE]

Irrevocable Letter of Credit No. _____
Stated Amount: $_____
Effective Date: _____
Expiration Date:_____

Issuing Institution: [insert name]
[insert address]

We irrevocably authorize you to draw on us from time to time for the account of the Bristol Township Road District, Kendall County, Illinois (the "Beneficiary") amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in substantially the form of Attachment 1 hereto manually purportedly signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to [insert issuing bank information], (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by [11:00 A.M. Central Time] on any Business Day, payment will be made not later than [3:00 P.M. Central Time] on the following Business Day and if a draw request is so presented to us after [11:00 A.M. Central Time] on any Business Day, payment will be made on the second succeeding Business Day not later than [1:00 P.M. Central Time]. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of [insert state of issuing bank].

This Letter of Credit shall expire on the Expiration Date stated on the preceding page.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for one (1) year from the expiration date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days prior to any such expiration date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery to the Beneficiary and to Shawn P. Flaherty, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd., 1804 N. Naper Blvd., Suite 350, Naperville, Illinois, 60563. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any other document, instrument or agreement, whether or not referred to herein.

This Letter of Credit contemplates multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced or reinstated by subsequent amendments hereto. No amendment to this Letter of Credit shall be effective without the written concurrence of the Letter of Credit Issuer, the Applicant, and the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit. This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600") and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

BANK NAME

DRAW REQUEST

BANK NAME
STREET ADDRESS
CITY, STATE ZIP

Copy to: [name]
[address]

Dear Sirs,

The undersigned on behalf of the Bristol Township Road District, Kendall County, Illinois (the "Beneficiary" hereunder) hereby requests a draw in the amount of $ _____ (this "Draw") against the Irrevocable Letter of Credit _____ dated _____, 20__, (the "Letter of Credit"), issued by BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that:

A. This Draw is authorized by a Road Use Agreement, entered into between Enterprise Energy, LLC and the Beneficiary on [DATE] (the "Road Agreement").
B. The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded. [alternative basis: The Beneficiary has received notice from the Bank of its intention not to extend the Letter of Credit beyond the current expiration date and Enterprise Energy, LLC has failed, prior to the close of business on [_] [insert date which is not more than thirty (30) days before the present expiration date], to deliver to Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement].
C. The Beneficiary has given written notice of such default to Enterprise Energy, LLC, in accordance with the terms of the Road Agreement and Enterprise Energy, LLC has failed to cure the default within ___ days after receipt of the written notice.
D. This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.
E. You are directed to make payment of this Draw to: [NAME]

IN WITNESSWHEREOF, the undersigned has executed and delivered this request on this _____ day of _____, 20__.

Bristol Township Road District as Beneficiary
By: _____
Name: _____
Title: _____

EXHIBIT D – SCHEDULE OF FINES AND FEES

ONE-TIME PERMIT FEE:	**$12,000**
FAILURE TO CLEAN ROADWAY:	**$1,000**
USE OF UNAUTHORIZED ROADS:	**$5,000**
TRAFFIC CONTROL DEFICIENCY:	**$2,500**
EXTENDED ROAD CLOSURE FEE (per half hour):	**$500**

ALL FINES AND FEES ARE DUE AND OWING TO THE ROAD DISTRICT WITHIN 30 (thirty) DAYS OF COMPANY'S RECEIPT OF A NOTICE OF VIOLATION.

Unless otherwise indicated, all fines and fees are Per-Occurrence

EXHIBIT E – UTILITY PERMIT APPLICATION

BRISTOL TOWNSHIP APPLICATION FOR WORK PERMIT

UTILITY / APPLICANT	CONTACT PERSON
ADDRESS	TELEPHONE NO.
	W.O. NO.
	DATE

Subject to the provisions, conditions, and restrictions set forth by a franchise agreement with the Kendall County Board, and in accordance with 605 ILCS 5/9-113 et al, permission is hereby requested from the following highway authority to complete the described work within rights-of-way.

Highway Authority: Highway Comissioner

Contact Person: Brian Stillmunkes

Address: Bristol Township Highway Dept.
9075 Corneils Rd
Bristol, IL 60512

DESCRIPTION OF WORK (ATTACH DETAILED PLANS)

Location: _____

Description: _____

_____

_____

_____

FOR THE UTILITY / APPLICANT		FOR BRISTOL TOWNSHIP	
Signature:	_____	**Signature:**	_____
Title:	_____	**Title:**	HIGHWAY COMMISSIONER
Date:	_____	**Date:**	_____

Rev. 02.23.24

ATTACHMENT A

CONDITIONS AND SPECIFICATIONS FOR ALL WORK PERFORMED WITHIN TOWNSHIP RIGHTS-OF-WAY.

X	**There are buried electrical lines and/or detector loops in the vicinity of this permit.** Permittee **must** locate all non-utility-owned lines using a state-certified electrician.
X	**There are underground storm sewers or field tile in the vicinity of this permit.** Permitee **must** coordinate work with highway authority to avoid conflicts.
X	**Other: Permittee and Contractor performing work under this permit shall hold harmless and indemnify BRISTOL TOWNSHIP HIGHWAY DEPARTMENT and its agents and employees in accordance with Article 107.26 of the Standard Specifications for Road and Bridge Construction in Illinois. Additionally, any and all contractors performing work shall obtain and keep in force insurance in accordance with Article 107.27 of the Standard Specifications. Finally, the Contractor shall name BRISTOL TOWNSHIP HIGHWAY DEPARTMENT as an additionally insured and shall provide a Certificate of Insurance to the Highway Department prior to entering the public right-of-way.**

1. Traffic Control shall be provided in accordance with Illinois Department of Transportation Standards for any encroachment on or near the roadway.

2. Construction of utilities shall be in accordance with the approved permit as it relates to location and depth of bury for all appurtenances.

3. Absolutely no open-cutting of TOWNSHIP HIGHWAY is allowed without express written consent of the HIGHWAY COMMISSIONER. Auger pits shall be located not closer than 10' from the edge of pavement.

4. All field tiles damaged by excavation operations shall be repaired immediately to the satisfaction of the HIGHWAY COMISSIONER.

5. Upon installation of underground facilities, all excavated areas within the limits of the public right-of-way shall be returned to the original lines and grades found before excavation was undertaken.

6. All disturbed areas shall be restored in accordance with the following requirements, and as detailed by Illinois Department of Transportation in the Standard Specifications for Road and Bridge Construction, adopted January 1, 2012.

    a. Fertilizer shall be applied in accordance with article 250.04 of the Standard Specifications.
    b. A seedbed shall be prepared in accordance with article 250.05 of the Standard Specifications.
    c. Seeding shall be applied in accordance with article 250.06 of the Standard Specifications.
    d. Seeding mixture shall be Class 2A (Salt Tolerant Roadside Mix), except at those locations in established lawns, where Class 1 (Lawn Mixture) shall be used. Refer to article 250.07 of the Standard Specifications for seed mixture details.
    e. Erosion Control Blanket shall be placed over all seeded areas in accordance with article 251.04 of the Standard Specifications.

7. BRISTOL TOWNSHIP Highway Department shall be notified at least 24 hours in advance of construction operations on any and all township highways in Bristol Township.

_____ _____

Authorized Signature of Permittee Date

EXHIBIT F – ACCESS PERMIT APPLICATION

Township Highway Access Permit

Application for Access to Township Roadway in Kendall County, Illinois

See Attached Highway Commissioner List for Appropriate Township

TO BE COMPLETED BY APPLICANT

Applicant Name (Print): _____ P.I.N. #: _____

Address of Proposed Access (if available): _____

Subdivision Name: _____ Lot No: _____

Mailing Address (if different): _____

Phone: _____ Fax: _____ Email: _____

Contractor Name: _____ Contractor Phone: _____

I have read and understand all of the attached specifications and requirements for access installation at the proposed location. Inspections require 24-hour advance notification.

_____ _____

Applicant Signature Date

TO BE COMPLETED BY ROAD DISTRICT

Culvert Diameter (in): _____ Length (Minimum): _____ Type: _____

Flared End Sections Required: _____ Saw Cut Barrier Curb Required: _____

Additional Requirements: _____

_____

Application Approval

_____

Township Road District Signature

_____ _____

Print Name Date

Final Construction Approval

_____

Township Road District Signature

_____ _____

Print Name Date

Rev. 2/2021

KENDALL COUNTY TOWNSHIP HIGHWAY COMMISSIONERS 06/04/2021

Tom Richards
202 S. East Street
Highway Commissioner, Big Grove
Newark, IL 60541

815-378-9886 (cell)
tfrichards63@gmail.com

Jeff Corneils
Highway Commissioner, Bristol
P.O. Box 165
Bristol, IL 60512

630-553-0101 (Office)
630-553-0118 (FAX)
bristoltwsp@comcast.net

Brad Mathre
Highway Commissioner, Fox
P.O. Box 122
Millbrook, IL 60536

630-553-5904 (Office)
foxtownship01@gmail.com

Doug Westphal
Highway Commissioner, Kendall
9925 Route 47
Yorkville, IL 60560

630-553-7133 (Office)
630-553-6525 (FAX)
dwestphal@kendalltwp.com

Kevin Kunkel
Highway Commissioner, Lisbon
14492 Brisbin Road
Newark, IL 60541

815-482-4859 (cell)
bushnellequipment@yahoo.com

Dick Wade
Highway Commissioner, Little Rock
611 W. Main St.
Plano, IL 60545

630-552-3304 (Office)
630-552-1316 (FAX)
littlerockhwy@aol.com

Gary Hostert
Highway Commissioner, Na-Au-Say
1312 Wheeler Road
Plainfield, IL 60544

815-254-7708 (Office)
630-554-0910 (FAX)
naausayroad@hughes.net

Claude Ainsworth
Highway Commissioner, Oswego
P.O. Box 792
Oswego, IL 60543

630-264-4587 (Office)
630-264-6695 (FAX)
cainsworth@oswegotownship.com

Scott Cryder
Highway Commissioner, Seward
14719 O'Brien Road
Minooka, IL 60447

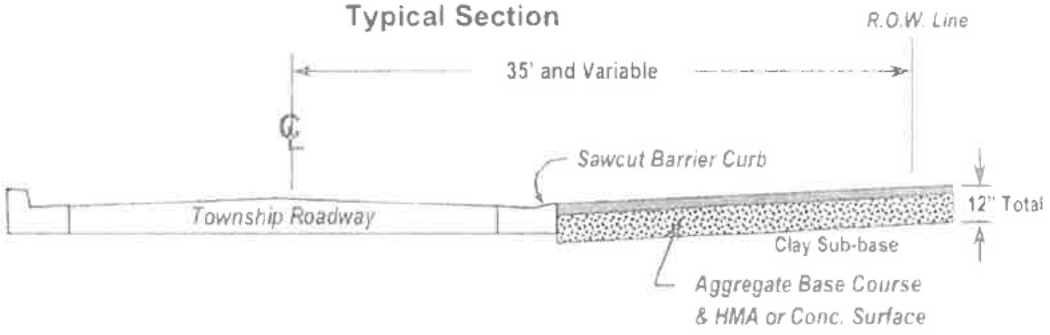
815-475-4613 (Office)
sewardtwp@gmail.com

Access Specifications and Inspection Requirements

- For new homes, submit Application to Township Highway Commissioner prior to receiving building permit
- If access is approved, install construction entrance first, using 3" aggregate prior to start of any excavation
- Pipe Culverts (if required) Township will determine size, type, etc
  1. Corrugated Metal Pipe (CMP) with flared end sections meeting IDOT specifications
  2. Reinforced Concrete Pipe (RCP) with concrete flared end sections meeting IDOT specs
- For roadways without curb, driveways must slope away from the edge of pavement (see typical)
- Contact Highway Commissioner for inspection of culvert installation and construction entrance
- Remove all mud, dirt, debris from the roadway and keep right-of-way clear of obstructions
- Mailbox installation shall meet USPS guidelines (attached)
- No trees, shrubs, irrigation piping, or landscaping materials may be placed in the right-of-way
- Final Occupancy will not be granted until Final Construction Approval of access is received.

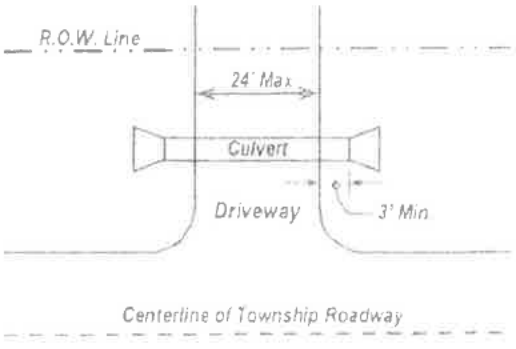
Roadways with Curb

Typical Section



Roadways without Curb

Plan View



Typical Section

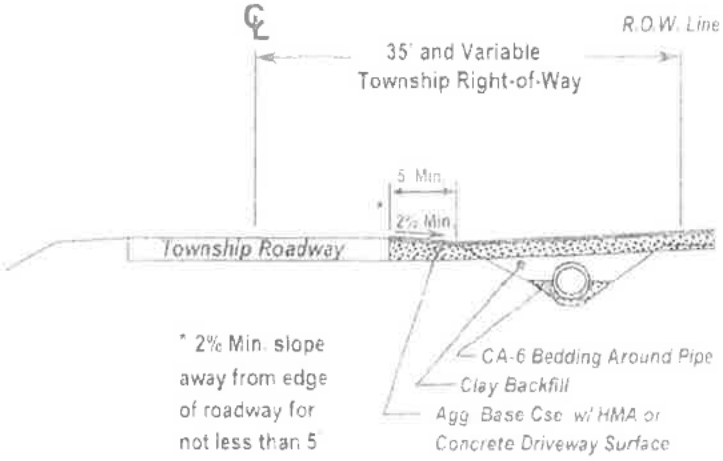


EXHIBIT G – ROAD DEDICATION MAP

ENTERPRISE ENERGY

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	3,825
AC SYSTEM SIZE (kWAC)	3,000
DC/AC RATIO	1.27
QTY PV MODULES	5,355
QTY INVERTERS	20
ARRAY TILT	+/- 12°
ARRAY AZIMUTH	172°
PV MODULE SPECIFICATIONS	
MANUFACTURER	SOLELI
MODEL NUMBER/POWER (WDC & STC/PTC)	
POWER (MAX VOLT)	450
SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SUNGROW
MODEL NUMBER	SG 3150 (US/US-480)
MAX OUTPUT POWER (WAC) / (VAC)	350 / 208
OUTPUT VOLTAGE (VAC)	480
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

NO.	INITIALS	REVISION / ISSUE	DATE
0	NC	INTERCONNECTION APPLICATION	4/17/2024
1	NC	PLANTED SOLAR	10/02/2024
2	SA / DRAGOS	60% PACKAGE	10/30/2024
3	IC	DESIGN CHANGE - 7T	1/16/2025
4	IC	MEET MOND RDS, SCREENING SHT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	RPT/MD UPDATE & ROAD WIDTH	3/18/2025
7	NC	60% SPACING	7/21/2025
8	DC	DESIGN CHANGE - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

ROAD SETBACK EXHIBIT

SHEET:	SHEET SIZE:
A001.c	22"x34"

MINUTES – UNOFFICIAL UNTIL APPROVED
KENDALL COUNTY
ZONING BOARD OF APPEALS MEETING
110 WEST MADISON STREET, COURT ROOM
YORKVILLE, IL 60560
September 29, 2025 – 7:00 p.m.

CALL TO ORDER
Chairman Randy Mohr called the Zoning Board of Appeals meeting to order at 7:00 p.m.

ROLL CALL:
Members Present: Cliff Fox, Randy Mohr, Dick Thompson, Jillian Prodehl, Tom LeCuyer, and Dick Whitfield
Members Absent: Scott Cherry
Staff Present: Matthew Asselmeier, AICP, CFM, Director and Wanda Rolf, Office Assistant
Others Present: Daniel Gorman

PETITIONS:
The Zoning Board of Appeals started their review of Petitions 25-08 and 25-15 at 7:01 p.m.

Petition 25 – 08 – Jeremy M. and Samantha L. Dippold on Behalf of Best Budget Tree, LLC
Request: Special Use Permit for Outdoor Storage of Recreational Vehicles and Boats
PIN: 09-15-200-003
Location: 2241 Route 52, Minooka, in Seward Township
Purpose: Petitioner Wants To Operate an Outdoor Storage of Recreational Vehicles and Boats Business; Property is Zoned A-1

Petition 25 – 15 – Kendall County Planning, Building and Zoning Committee
Request: Text Amendments to the Kendall County Code Pertaining to Short-Term Rental Zoning Regulations
Purpose: Petitioner Wants To Amend the Zoning Regulations Pertaining to Short-Term Rentals

Mr. Asselmeier informed the Board that no quorum existed at the September 24, 2025, Kendall County Regional Planning Commission meeting. Staff recommended that both Petitions be continued to the October 27, 2025, hearing.

Member Whitfield made a motion, seconded by Member Thompson, to continue the hearings for Petitions 25-08 and 25-15 until October 27, 2025.

The votes were as follows:
Ayes (6): Fox, LeCuyer, Mohr, Prodehl, Thompson, and Whitfield
Nays (0): None

Abstain (0): None
Absent (1): Cherry

The motion carried.

The proposals will go to the Kendall County Regional Planning Commission on October 22, 2025.

The Zoning Board of Appeals completed their review of Petitions 25-08 and 25-15 at 7:02 p.m.

MINUTES:
Member Whitfield made a motion, seconded by Member Fox to approve the minutes of the September 2, 2025, hearing/meeting.

The votes were as follows:
Ayes (4): Thompson, Whitfield, Mohr, and Fox
Nays (0): None
Abstain (2): LeCuyer and Prodehl
Absent (1): Cherry

The Zoning Board of Appeals started their review of Petition 25-04 at 7:03 p.m.

Petition 25 – 04 – Daniel J. Gorman on Behalf of USA Energy Independence, LLC (Prospective Buyer) and Stanley L. Zepelak on Behalf of the Lucaya Asset Management, LLC (Current Owner)

Request: Special Use Permit for a Commercial Solar Energy Facility and Variance to Section 36-282(17)(a) of the Kendall County Code to Allow a Commercial Solar Energy Facility on Land within One Point Five (1.5) Miles of Municipality without an Annexation Agreement
PIN: 02-09-400-007
Location: Between 9417 and 9221 Corneils Road, Bristol, in Bristol Township
Purpose: Petitioner Would Like to Install a Commercial Solar Energy Facility; Property is Zoned A-1

Mr. Asselmeier summarized the request.

The United City of Yorkville concluded their meetings regarding this proposal and recommended not to object to the request. This information was provided.

On or about July 30, 2025, the Petitioner informed the County that they were amending the orientation of the solar panels and thus amending the site plan. The new alignment with cause the racking to be seven (7') off of the ground instead of ten (10') feet off of the ground. The area of disturbance will also be lowered from approximately two thirds (2/3) of an acre to approximately point five-four (0.54) acres. Page 5 of the Vegetative Management Plan was also amended to reflect the new site plan. On

September 24, 2025, the Petitioner informed the County that they were moving the driveway approximately forty feet (40') to the west, at the request of the neighbors, and adjusting the vegetative management plan accordingly. The new site plan was provided.

At their meeting on August 14, 2025, the Planning, Building and Zoning Committee voted to refer the proposal back to the Zoning Board of Appeals for rehearing. The minutes of this meeting were provided.

At their meeting on August 19, 2025, the County Board approved the Community Benefits Agreement. Other than adding signatures and correcting the date of approval, the approved Agreement is the same as the document that was reviewed previously.

The road use agreement was also signed since the previous hearing. The signed agreement was provided.

Revised Petition information was sent to Bristol Township, the United City of Yorkville, and ZPAC members on August 26, 2025. No new comments were received.

The evaluation criteria were adjusted to reflect the new site plan.

The proposed findings of fact for the special use permit were as follows:

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Corneils Road will be retained for agricultural use and/or future residential use. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned A-1 and various residential classifications and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Corneils Road and screened by vegetation from neighboring houses to avoid negative visual impacts.

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Bristol Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. While no drain tile is believed to be on the subject property, damaged drain tile will be repaired as outlined in the Agricultural Impact Mitigation Agreement and a condition attached to this special use permit.

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the requested variance is granted, the proposal meets all applicable regulations.

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The proposal is also consistent with a goal and objective found on page 3-4 of the Land Resource Management Plan, "Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of similar proposals.

The proposed findings of fact for the variance were as follows:

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. The subject property is located within one point five (1.5) miles of the United City of Yorkville. Information was provided stating that the United City of Yorkville did not wish to annex the property or enter into a pre-annexation agreement.

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. Granting the variance would not be detrimental to the public or substantially injurious to other properties.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.

Given that the Kendall County Regional Planning Commission previously recommended denial of proposals on properties classified as Residential on the County's Future Land Use Map, and because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities, Staff's recommendation is neutral. Assuming that conditions can be imposed on the special use permit, the proposed conditions and restrictions are as follows:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, decommissioning plan, road access plan, and Agricultural Impact Mitigation Agreement. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row. Evergreens of a similar height and width may be installed in place of the Blacks Hills Spruce. (Amended at first ZBA hearing).
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community benefits agreement with Kendall County (Added at ZPAC).
4. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan (Attachment 5), the owners of the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.
5. ~~Within ninety (90) days of the approval of the special use permit~~ Prior to the issuance of any building permits, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline. (Amended at ZBA)
6. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.
7. All of the vehicles and equipment stored on the subject property allowed by the special use

permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.

8. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.

9. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.

10. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.

11. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.

12. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

13. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.

14. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.

15. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

16. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.

Chairman Mohr opened the public hearing at 7:08 p.m.

Daniel J. Gorman, on Behalf of USA Energy Independence, LLC, spoke about the minor changes that were made to the site plan. The new alignment with cause the racking to be seven (7') off of the ground instead of ten (10') feet off of the ground. The area of disturbance will also be lowered from approximately two thirds (2/3) of an acre to approximately point five-four (0.54) acres.

Mr. Gorman also stated that the neighbors requested a change in the highway plan due to neighbor's house is across the street. The Township Highway Department was in favor of making the change.

Member Fox asked if there was a disposal plan at the end of the timetable for the solar farm. Mr. Gorman stated there was a decommissioning plan already in place.

Chairman Mohr adjourned the public hearing at 7:12 p.m.

Member LeCuyer made a motion, seconded by Member Prodehl, to approve the findings of fact for the special use permit and variance.

The votes were as follows:
Ayes (6): LeCuyer, Prodehl, Fox, Thompson, Whitfield, and Mohr
Nays (0): None
Abstain (0): None
Absent (1): Cherry

The motion carried.

Member Whitfield made a motion, seconded by Member Fox, to recommend approval Petition 25-04 with the conditions proposed by Staff.

The votes were as follows:
Ayes (5): Whitfield, Fox, LeCuyer, Thompson, and Prodehl
Nays (1): Mohr
Abstain (0): None
Absent (1): Cherry

The motion carried.

Chairman Mohr stated he voted no on recommending approval of Petition 25-04 because he felt Yorkville was not corroborating their responsibilities to sign a pre-annexation agreement with the Petitioner. Chairman Mohr stated that solar farms should be incorporate in the cities and townships.

The proposal will go to the Kendall County Planning, Building and Zoning Committee on October 14, 2025 at 4:30 p.m.

The Zoning Board of Appeals completed their review of Petition 25-04 at 7:16 p.m.

NEW BUSINESS/OLD BUSINESS

Update on Comprehensive Plan Update Project
Mr. Asselmeier read an email from Mike Hoffman of Teska Associates regarding the update:

1. WIKADUKE Trail meeting scheduled for September 30, 2025.
2. He hopes to interview Brook McDonald at the Conservation Foundation.
3. They are starting to work on preliminary Future Land Use and Transportation Maps.

4. They hope to have a Comprehensive Land Plan Ordinance Committee Meeting on October 22, 2025. Possibly a joint meeting in December. They hope to have a rough draft by next February.
5. They will update the website with the latest presentation.

Recommendation on FY 2025-2026 Hearing/Meeting Calendar
Mr. Asselmeier presented the proposed calendar.

Member Fox made a motion, seconded by Member LeCuyer**,** to approve the calendar.

The votes were as follows:

Ayes (6):	Fox, LeCuyer, Prodehl, Thompson, Whitfield, and Mohr
Nays (0):	None
Abstain (0):	None
Absent (1):	Cherry

The motion carried.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD
Mr. Asselmeier reported that Petition 25-09 was approved by the County Board and Petition 25-10 was denied by the County Board.

PUBLIC COMMENTS
Mr. Asselmeier stated that Petitions 25-08 and 25-15 will be on the October agenda. Also, there will be a request for a special use permit for solar farm southwest of Newark and a request for a special use permit for a meditation garden next to the Buddhist Temple on Route 34 on the October agenda.

ADJOURNMENT OF THE ZONING BOARD OF APPEALS
Member LeCuyer made a motion, seconded by Member Whitfield, to adjourn.

With a voice vote of six (6) ayes, the motion carried.

The Zoning Board of Appeals meeting adjourned at 7:19 p.m.
Respectfully submitted by,
Wanda A Rolf-Office Assistant
Exhibits

1. Memo on Petition 25-04 Dated August 26, 2025
2. Certificate of Publication and Green Cards from Mailing for Petition 25-04 (Not Included with Report but on file in Planning, Building and Zoning Office)
3. Memo on Petition 25-08 Dated September 25, 2025
4. Certificate of Publication and Green Cards from Mailing for Petition 25-08 (Not Included with Report but on file in Planning, Building and Zoning Office)
5. Memo on Petition 25-15 Dated September 25, 2025
6. Certificate of Publication for Petition 25-15 (Not Included with Report but on file in Planning, Building and Zoning Office)

KENDALL COUNTY

ZONING BOARD OF APPEALS

September 29, 2025

In order to be allowed to present any testimony, make any comment, engage in cross-examination, or ask any question during this public hearing, you must enter your name, address, and signature on this form prior to the commencement of the public hearing. By signing this registration sheet, you agree that you understand that anything you say will be considered sworn testimony, and that you will tell the truth, the whole truth and nothing but the truth.

NAME	ADDRESS	SIGNATURE
Daniel Cannon	[redacted]	

State of Illinois
County of Kendall

Zoning Petition
#25-04

ORDINANCE NUMBER 2025-_____

GRANTING A SPECIAL USE PERMIT FOR A COMMERCIAL SOLAR ENERGY FACILITY AND A VARIANCE TO SECTION 36-282 (17) A OF THE KENDALL COUNTY CODE ALLOWING A COMMERCIAL SOLAR ENERGY FACILITY WITHIN 1.5 MILES OF A MUNICIPALITY WITHOUT AN ANNEXATION AGREEMENT AT THE PROPERTY BETWEEN 9417 AND 9221 CORNEILS ROAD, BRISTOL, (PIN: 02-09-400-007) IN BRISTOL TOWNSHIP

WHEREAS, Sections 36-112, 36-113, and 36-114 of the Kendall County Code permits the Kendall County Board to grant special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-39 of the Kendall County Code permits the Kendall County Board to grant variances and place conditions on variances and provides the procedure through which variances are granted; and

WHEREAS, Section 36-282 (17) of the Kendall County Code permits the operation of commercial solar energy facilities as a special use with certain restrictions in the A-1 Agricultural Zoning District; and

WHEREAS, Section 36-282 (17) (a) of the Kendall County Code requires commercial solar energy facilities to be located on properties with pre-annexation agreements if the property is located within 1.5 miles of a municipality; and

WHEREAS, the property which is the subject of this ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 37 acres of which approximately 20 acres will be governed by the special use permit located at the property between 9417 and 9221 Corneils Road, Bristol (PIN: 02-09-400-007), in Bristol Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and the property shall hereinafter be referred to as "the subject property"; and

WHEREAS, the subject property is owned by Lucaya Asset Management, LLC, as represented by Stanley L. Zepelak who has entered into a purchase agreement with USA Energy Independence 1, LLC as represented by Daniel J. Gorman and collectively shall hereinafter be referred to as the "Petitioner"; and

WHEREAS, on or about April 22, 2025, Petitioner filed a petition for a special use permit to allow the operation of a commercial solar energy facility and a variance allowing a commercial solar energy facility on a property within one point five (1.5) miles of a municipality without an annexation agreement with the municipality at the subject property; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on May 8, 2025, and following due and proper notification to the United City of Yorkville on or about May 12, 2025, and following due and proper notification to Bristol Township on or about May 12, 2025, and following due and proper notification to the property owners of record of properties located within seven hundred fifty feet of the subject property on or about May 12, 2025, the Kendall County Zoning Board of Appeals initiated a public hearing on June 2, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, in Yorkville, and continued the public hearing to June 30, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, in Yorkville, at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested special use permit and variance and one member of the public testified in favor and zero members of the public testified in opposition to the request; and

State of Illinois
County of Kendall

Zoning Petition
#25-04

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval of the special use permit and variance with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated June 30, 2025, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, on or about July 30, 2025, the Petitioner informed Kendall County that they wished to amend their site plan; and

WHEREAS, on August 14, 2025, the Kendall County Planning, Building and Zoning Committee voted to refer the Petition back to the Kendall County Zoning Board of Appeals for rehearing; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on September 4, 2025, and following due and proper notification to the United City of Yorkville on or about September 2, 2025, and following due and proper notification to Bristol Township on or about September 2, 2025, and following due and proper notification to the property owners of record of properties located within seven hundred fifty feet of the subject property on or about September 2, 2025, the Kendall County Zoning Board of Appeals held a second public hearing on September 29, 2025, at 7:00 p.m., in the Historic Court House, at 110 W. Madison Street, in Yorkville, at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested special use permit and variance and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact, which were the same as approved on June 30, 2025, and recommended approval of the special use permit and variance with conditions as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated June 30, 2025 and updated on September 29, 2025 to reflect the revised site plan, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of **approval/denial/neutral** of the requested special use permit and variance; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.

2. The Kendall County Board hereby grants approval of Petitioner's petition for a special use permit

allowing the operation of a commercial solar energy facility on the subject property subject to the following conditions:

A. The site shall be developed substantially in accordance with the site plan attached hereto as Exhibit C, vegetative management plan attached hereto as Exhibit D, decommissioning plan attached hereto as Exhibit E, road access plan attached hereto as Exhibit F, and Agricultural Impact Mitigation Agreement attached hereto as Exhibit G. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row. Evergreens of a similar height and width may be installed in place of the Blacks Hills Spruce.

B. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.

C. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community benefits agreement with Kendall County.

D. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan attached hereto as Exhibit E, the owners of the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.

E. Prior to the issuance of any building permits, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.

F. None of the vehicles or equipment parked or stored on the subject property allowed by the special use permit shall be considered agricultural vehicles or agricultural equipment.

G. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.

H. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.

I. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.

J. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.

K. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.

L. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

M. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.

N. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.

O. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

3. This special use permit and variance shall be treated as a covenant running with the land and are binding on the successors, heirs, and assigns as to the same special use conducted on the property.

4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 21st day of October, 2025.

Attest:

_____	_____
Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

LEGAL DESCRIPTION
NORTH PARCEL

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9 AND PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9. THENCE NORTH 01 DEGREES 09 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 166.96 FEET TO THE NORTHWEST CORNER OF BRISTOL WOODS SUBDIVISION UNIT ONE, AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREES 09 MINUTES 37 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, 1159.50 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 9; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST, ALONG SAID NORTH LINE, 1328.39 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 01 DEGREES 15 MINUTES 59 SECONDS EAST, ALONG SAID WEST LINE AND WEST LINE EXTENDED, 1366.35 FEET TO THE CENTER OF CORNEILS ROAD, AS OCCUPIED AND MONUMENTED; THENCE SOUTHWESTERLY AND WESTERLY THE FOLLOWING FOUR COURSES ALONG THE CENTERLINE OF CORNEILS ROAD; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH RADIUS OF 288.20 FEET, CHORD BEARING SOUTH 60 DEGREES 29 MINUTES 21 SECONDS WEST, ARC DISTANCE OF 67.59 FEET; THENCE SOUTH 53 DEGREES 46 MINUTES 14 SECONDS WEST, 153.58 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH RADIUS OF 281.33 FEET, CHORD BEARING SOUTH 70 DEGREES 42 MINUTES 24 SECONDS WEST, ARC DISTANCE OF 166.99 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 03 SECONDS WEST, 294.95 FEET TO THE EAST LINE OF BRISTOL WOODS UNIT ONE ; THENCE NORTH 01 DEGREES 51 MINUTES 57 SECONDS WEST, ALONG SAID EAST LINE, 368.40 FEET TO THE NORTH LINE OF BRISTOL WOODS UNIT ONE; THENCE SOUTH 88 DEGREES 08 MINUTES 03 SECONDS WEST, ALONG SAID NORTH LINE, 689.90 FEET TO THE POINT OF BEGINNING, IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 25-04 on June 2, 2025, and June 30, 2025. On June 30, 2025, the Kendall County Zoning Board of Appeals issued the following findings of fact by a vote of five (5) in favor and zero (0) in opposition. The same day, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of four (4) in favor and one (1) in opposition. Members LeCuyer and Whitfield were absent. Chairman Mohr voted against the proposal

The Kendall County Zoning Board of Appeals held a second public hearing on the Petition 25-04 on September 29, 2025, regarding the new site plan. On September 29, 2025, the Kendall County Zoning Board of Appeals reaffirmed the following findings of fact by a vote of six (6) in favor and zero (0) in opposition. The same day, the Kendall County Zoning Board of Appeals issued the following recommendation by a vote of five (5) in favor and one (1) in opposition. Member Cherry was absent. Chairman Mohr voted against the proposal.

FINDINGS OF FACT-SPECIAL USE PERMIT

The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **The Project will generate clean, renewable electricity while producing no air, noise, or water pollution, or ground contamination. The front portion of the parcel closest to Corneils Road will be retained for agricultural use and/or future residential use. The Petitioner submitted a vegetative management plan outlining the types of vegetation that will be planted, the timing of planting, and a maintenance plan for the vegetation.**

The special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use makes adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The proposal will not interfere with the use and enjoyment of nearby properties. The surrounding properties are zoned A-1 and various residential classifications and will not be prevented from continuing any existing use or from pursuing future uses. The proposal's operations would be quiet and minimal traffic will occur after installation is completed. The solar panels are setback from Corneils Road and screened by vegetation from neighboring houses to avoid negative visual impacts.**

Adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **The proposal will have adequate utility interconnections designed in collaboration with ComEd. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build all roads and entrances at the facility and will enter into an agreement with Bristol Township regarding road use. After initial construction traffic, landscape maintenance and maintenance to the project components are anticipated to occur on an as-needed basis, consistent with the vegetative management plan. Existing traffic patterns will not be impacted in the post-construction operations phase. While no drain tile is believed to be on the subject property, damaged drain tile will be repaired as outlined in the Agricultural Impact Mitigation Agreement and a condition attached to this special use permit.**

The special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. **If the requested variance is granted, the proposal meets all applicable regulations.**

The special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **The proposal is also consistent with a goal and**

objective found on page 3-4 of the Land Resource Management Plan, **"Support the public and private use of sustainable energy systems (examples include wind, solar, and geo-thermal)." However, the proposal is located on property classified as Residential on the Future Land Use Map and the Kendall County Regional Planning Commission recommended denial of similar proposals.**

FINDINGS OF FACT-VARIANCE

The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. **The subject property is located within one point five (1.5) miles of the United City of Yorkville. Information was provided stating that the United City of Yorkville did not wish to annex the property or enter into a pre-annexation agreement.**

The conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. **Other A-1 zoned properties within one point five (1.5) miles of a municipality could request a similar variance, if the municipality refuses to annex or enter into a pre-annexation agreement.**

The alleged difficulty or hardship has not been created by any person presently having an interest in the property. **The difficulty was created because the United City of Yorkville did not wish to enter into a pre-annexation agreement or annex the property.**

The granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. **Granting the variance would not be detrimental to the public or substantially injurious to other properties.**

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. **The proposed variance would not impair light or air on adjacent property, cause congestion, increase the danger of fire, or negatively impact property values.**

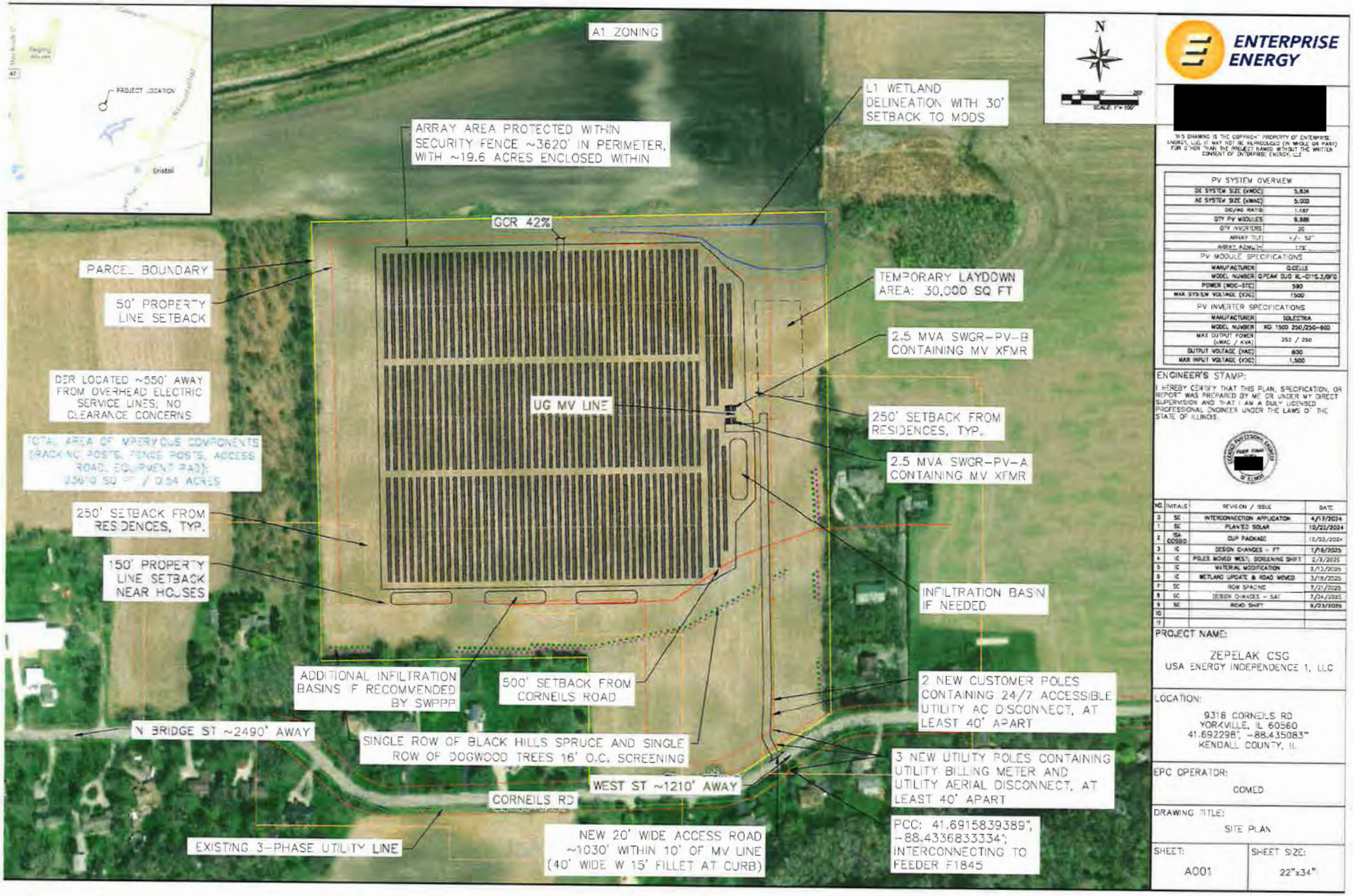
RECOMMENDATION

Approval, subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the amended site plan, vegetative management plan, decommissioning plan, road access plan (yet to be submitted), and Agricultural Impact Mitigation Agreement. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall be planted in a second row. Evergreens of a similar height and width may be installed in place of the Blacks Hills Spruce.
2. A variance to section 36-282(17)(a) of the Kendall County Code is hereby granted allowing a commercial solar energy facility within one point five (1.5) miles of a municipality without an annexation or pre-annexation agreement.
3. The developer and/or owner of the subject property allowed by this special use permit shall enter into a community benefits agreement with Kendall County.
4. In the event that the decommissioning bond is insufficient to cover the costs of decommissioning the site as outlined in the decommissioning plan, the owners of the subject property shall not contest in court if the County wishes to obtain title to the subject property to cover the costs of decommissioning the use allowed by this special use permit.
5. Prior to the issuance of any building permits, the owners of the subject property shall dedicate a strip of land forty feet (40') in depth along the southern property line to Bristol Township. The Kendall County Planning, Building and Zoning Committee may grant an extension to this deadline.
6. None of the vehicles or equipment parked or stored on the subject property allowed by the special

use permit shall be considered agricultural vehicles or agricultural equipment.

7. All of the vehicles and equipment stored on the subject property allowed by the special use permit shall be maintained in good condition with no deflated tires and shall be licensed if required by law.
8. Any structures, including solar arrays, constructed, installed, or used allowed by this special use permit shall not be considered for agricultural purposes and must secure applicable building permits.
9. One (1) warning sign shall be placed near or on the entrance gate. This sign shall include, at minimum, the address of the subject property and a twenty-four (24) hour emergency contact phone number. Additional signage may be installed, if required by applicable law.
10. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
11. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
12. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
13. The property owner and operator of the use allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of this type of use.
14. Failure to comply with one or more of the above conditions or restrictions could result in the amendment or revocation of the special use permit.
15. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
16. This special use permit and variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.



ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	9,886
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	4/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	USA CCSSD	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST, SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9	SC	ROAD SHIFT	8/23/2025
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

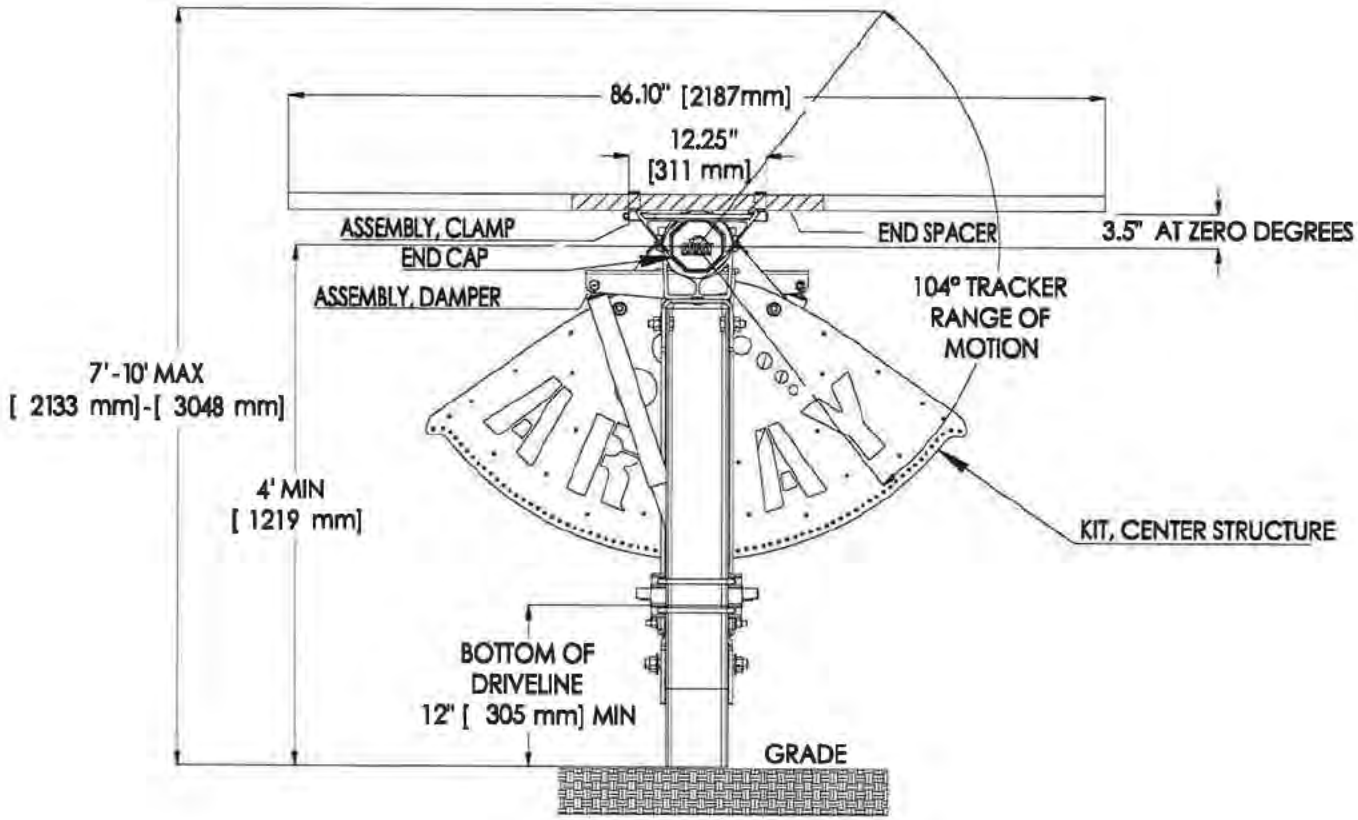
SITE PLAN

SHEET:	SHEET SIZE:
A001	22"x34"

NOTE:

REFERENCE INDIVIDUAL FIELD ASSEMBLY DRAWINGS FOR DETAILS.
INSTALL END CLAMP SPACER ON END CLAMPS.
INSTALL END CAP AT END OF TUBE.

MINIMUM DISTANCES AND MODULE DATA



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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	8,888
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	178°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	10/1/2024
1	SC	PLANTED SOLAR	10/21/2024
2	ISA CONSOL	IDP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	PILES MOVED WEST, SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:
ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

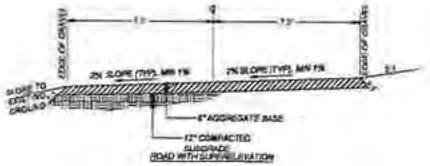
LOCATION:
9318 CORNELIS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:
COMED

DRAWING TITLE:
FT ELEVATION PROFILE

SHEET:	SHEET SIZE:
A002	22"x34"

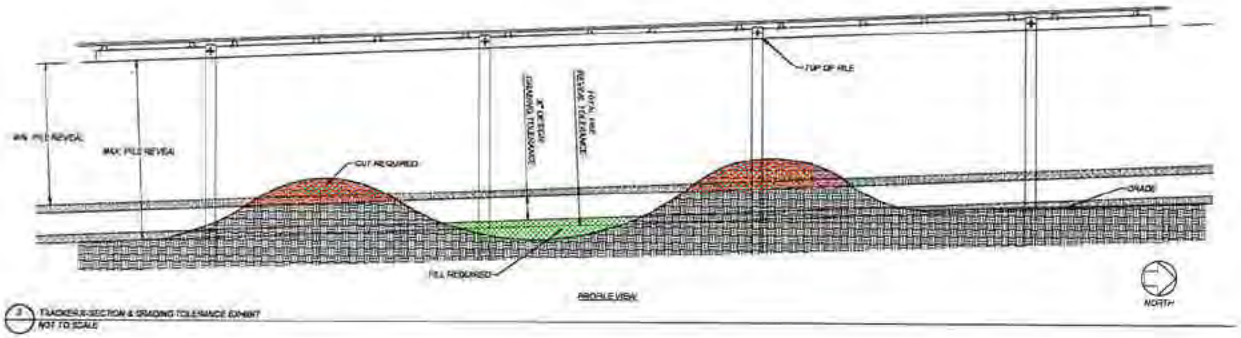
Attachment C2 Page 10



NOTES:

1. 2% CROSS SLOPE IS TYPICAL, BUT CAN BE ADJUSTED DOWN TO MATCH EXISTING GROUND SLOPE IN ORDER TO PROMOTE CONTINUED SHEET DRAINAGE ACROSS ROAD. CROSS SLOPE SHALL NOT BE LESS THAN 1%.
2. ROAD GRADES ARE TYPICALLY INTENDED TO MATCH ADJACENT GRADE ALLOWING DRAINAGE TO SHEET ON AND OFF OF ROADS EVENLY. CARE SHOULD BE TAKEN TO FIELD ADJUST ROAD GRADES OR DITCH AND LOW WATER CROSSING LOCATIONS AS NECESSARY TO PREVENT RUNOFF FROM CONCENTRATING ALONG ROAD EDGES CAUSING EROSION.
3. NO GEOTECH REPORT HAS BEEN COMPLETED. ROAD SECTION DESIGN SHOWN IS PRELIMINARY AND MAY CHANGE PENDING THE FINAL GEOTECH REPORT. STRUCTURAL DESIGN OR ANALYSES ARE NOT BEEN PERFORMED REGARDING ACCESS ROAD DETAILS.

1 TYPICAL SOLAR ACCESS ROAD
NOT TO SCALE



2 TRACKER SECTION & GRADING TOLERANCE EXHIBIT
NOT TO SCALE

400

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[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE [kWDC]	5,634
AC SYSTEM SIZE [kWAC]	5,000
DC/AC RATIO	1.183
QTY PV MODULES	8,688
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	178°

PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER [WDC-STC]	540
MAX SYSTEM VOLTAGE [VDC]	1500

PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER [kWAC / kVA]	250 / 250
OUTPUT VOLTAGE [VAC]	600
MAX INPUT VOLTAGE [VDC]	1,500

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	9/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SC (CDECUD)	DUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES – PT	1/15/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/1/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/19/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES – SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

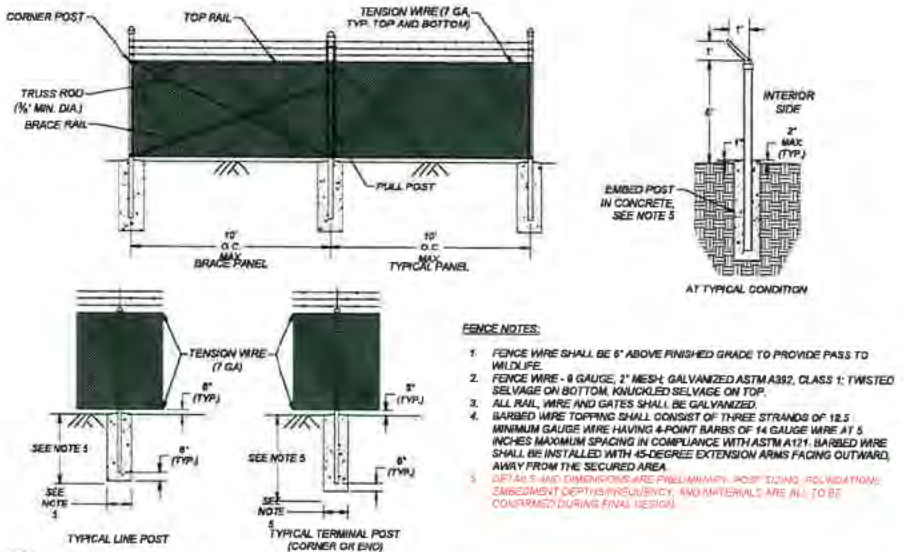
COMED

DRAWING TITLE:

PRELIM CIVIL DETAILS

SHEET:	SHEET SIZE:
A003	22"x34"

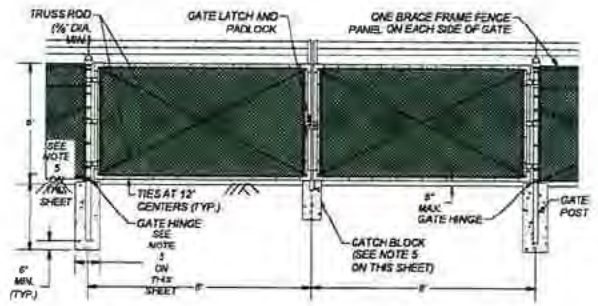
Attachment C2 Page 11



FENCE NOTES:

1. FENCE WIRE SHALL BE 6" ABOVE FINISHED GRADE TO PROVIDE PASS TO WILDLIFE.
2. FENCE WIRE - 9 GAUGE, 2" MESH, GALVANIZED ASTM A392, CLASS 1; TWISTED SELVAGE ON BOTTOM, KNUCKLED SELVAGE ON TOP.
3. ALL RAIL, WIRE AND GATES SHALL BE GALVANIZED.
4. BARBED WIRE TOPPING SHALL CONSIST OF THREE STRANDS OF 12.5 MINIMUM GAUGE WIRE HAVING 4-POINT BARBS OF 14 GAUGE WIRE AT 5 INCHES MAXIMUM SPACING IN COMPLIANCE WITH ASTM A121. BARBED WIRE SHALL BE INSTALLED WITH 45-DEGREE EXTENSION ARMS FACING OUTWARD, AWAY FROM THE SECURED AREA.
5. DEPTHS AND DIMENSIONS ARE PRELIMINARY. POST SIZING, FOUNDATION, EMBEDMENT DEPTHS MAY VARY, AND MATERIALS ARE ALL TO BE CONFIRMED DURING FINAL DESIGN.

1 CHAIN LINK SECURITY FENCE WITH BARBED WIRE AND POSTS
NOT TO SCALE



2 20 FOOT SWINGING ACCESS GATE
NOT TO SCALE

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	9,888
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	10/7/2024
1	SC	PLANTED SOLAR	10/22/2024
2	ISA COMED	DUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/18/2025
4	IC	POLES MOVED WEST, SCREENING SHIFT	2/1/2025
5	IC	MATERIAL MODIFICATION	3/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

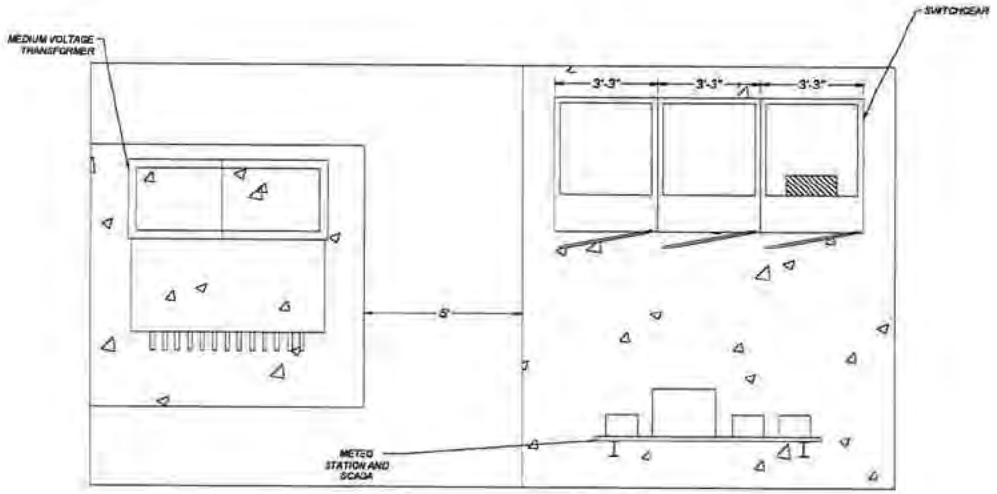
COMED

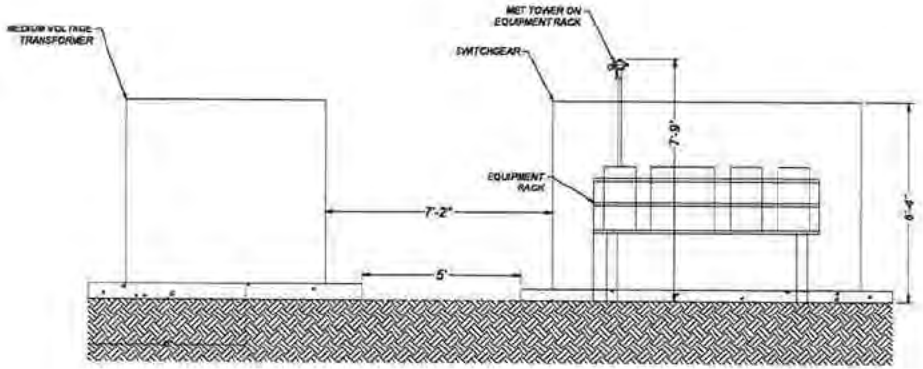
DRAWING TITLE:

FENCE DETAIL

SHEET:	SHEET SIZE:
A004	22"x34"

Attachment C Page 2 of 2





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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	3,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.181
QTY PV MODULES	9,888
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	172°
PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	580
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 150D 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	7/2/2024
1	SC	PLANTED SOLAR	10/23/2024
2	ISA CONSULT	DJR PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST, SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	9/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

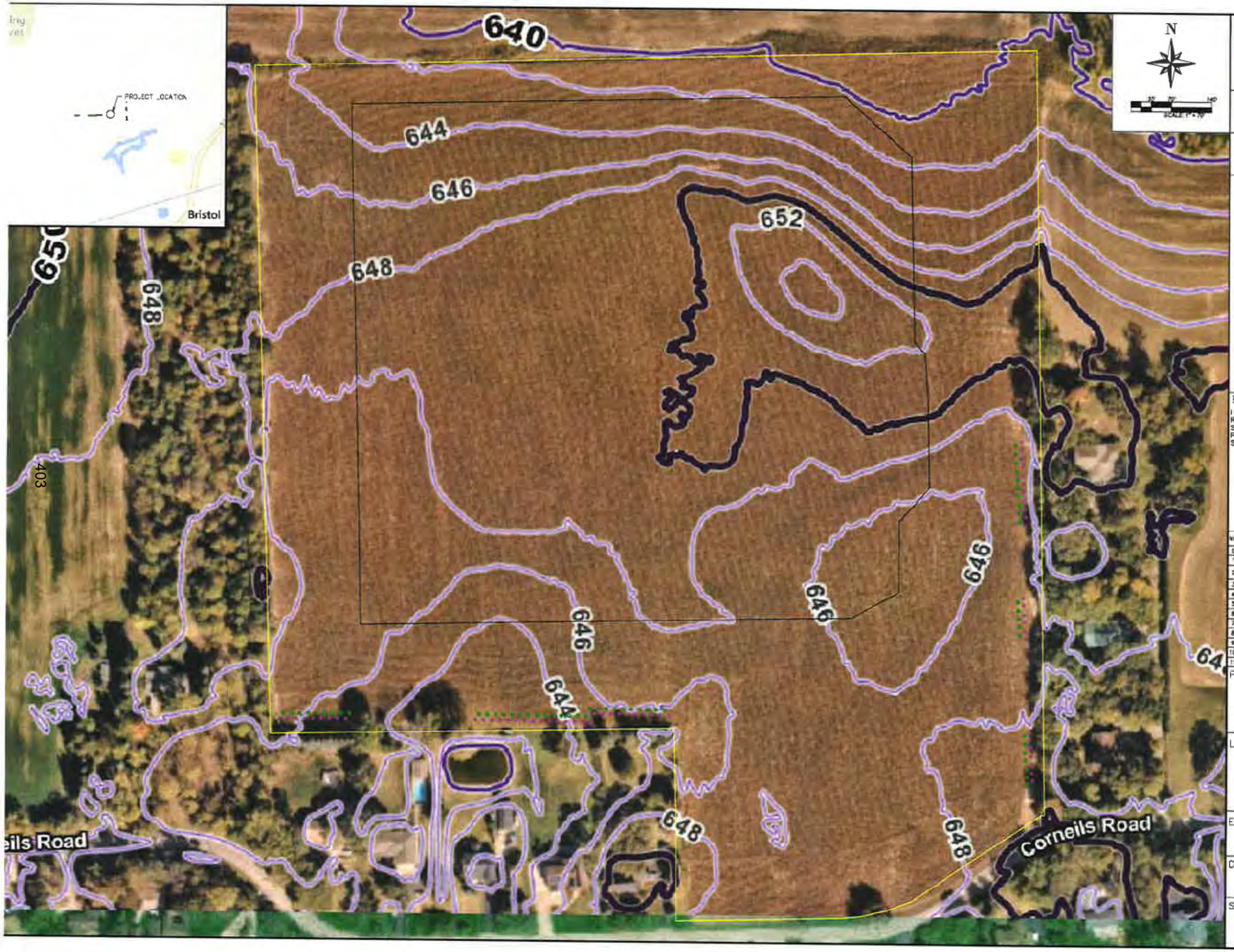
COMED

DRAWING TITLE:

EQUIPMENT PAD DETAIL

SHEET:	SHEET SIZE:
A005	22"x34"

Attachment C2 Page 5 of 13



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ENTERPRISE ENERGY

[redacted]

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,634
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.127
QTY PV MODULES	8,886
QTY INVERTERS	20
ARRAY TILT	+/- 32°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (WAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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[redacted]

NO	INITALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	9/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SA CORPO	CUP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - FT	1/16/2025
4	C	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	C	MATERIAL MODIFICATION	2/12/2025
6	C	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/2/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

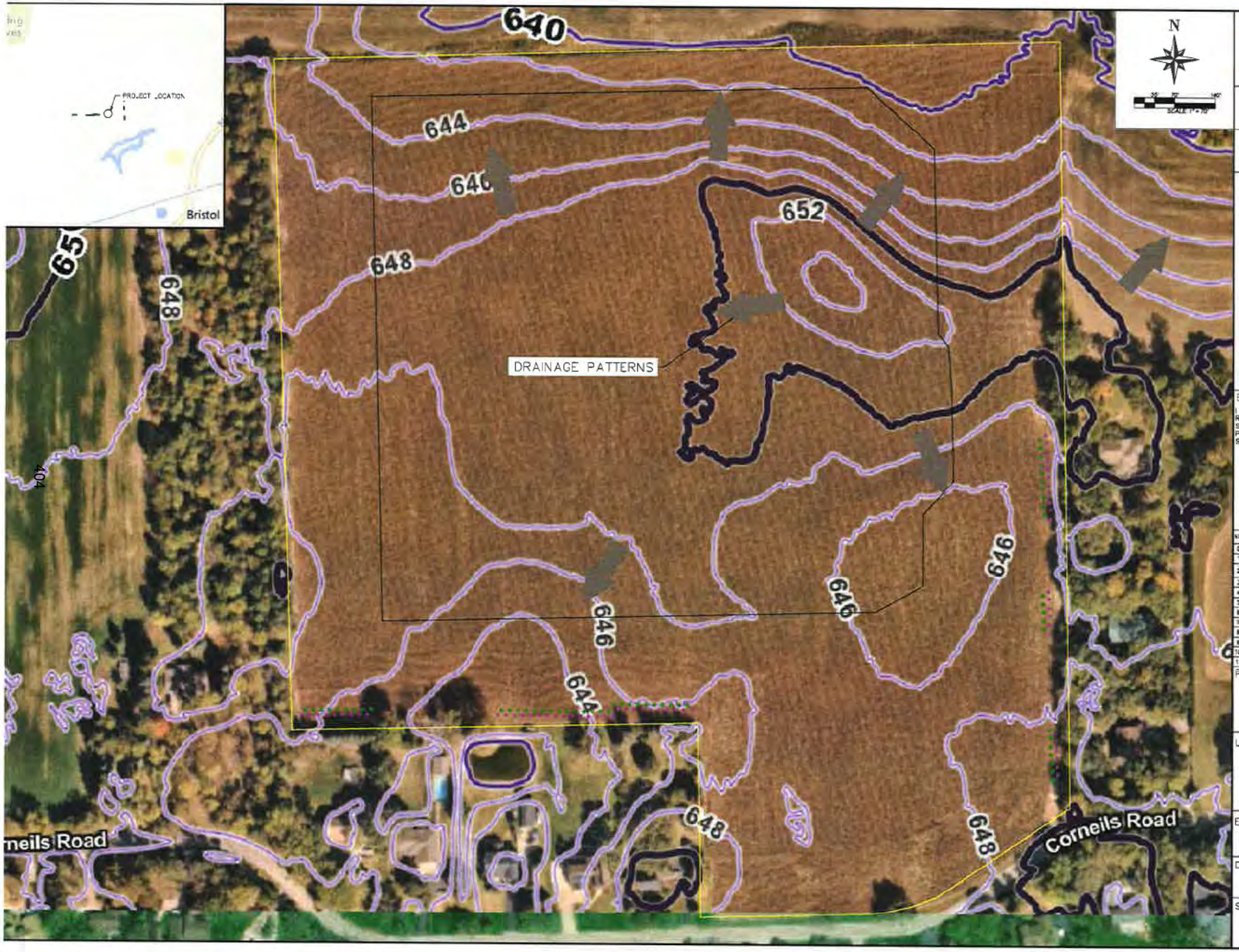
COMED

DRAWING TITLE:

TOPO CONTOURS 2' INTERVALS

SHEET:	SHEET SIZE:
A006	22"x34"

Attachment C2 Page 14



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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	9,888
QTY INVERTERS	20
ARRAY TILT	+/- 32°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/250-600
MAX OUTPUT POWER (kWAC / KVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	11/17/2024
1	SC	PLANTED SOLAR	12/22/2024
2	SA CORRO	CUP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - ET	1/24/2025
4	C	POLES MOVED WEST; SCREENING S-PT	2/3/2025
5	C	MATERIAL MODIFICATION	2/12/2025
6	C	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

TOPO AND DRAINAGE PATTERNS

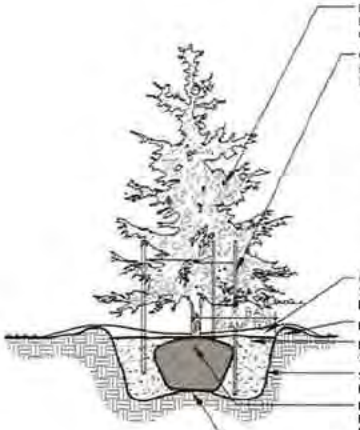
SHEET:	SHEET SIZE:
A007	22"x34"

Attachment C2 Page 15

1 BLACK HILLS SPRUCE SCREENING

Scale: N.T.S.

405



3 EVERGREEN PLANTING DETAIL

Scale: N.T.S.

PLANTING SCHEDULE

TYPE : BLACK HILLS SPRUCE

HEIGHT : 6' MIN WITHIN 3 YEARS OF PLANTING

NUMBER OF ROWS: 1

SPACING: 12' O.C.

TYPE : BUTTONBUSH SHRUB

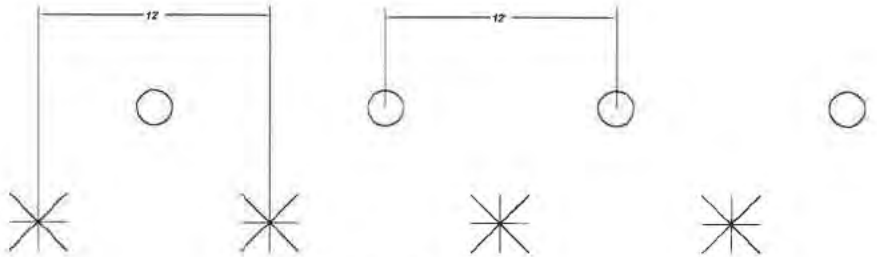
HEIGHT : 4' MIN WITHIN 3 YEARS OF PLANTING

NUMBER OF ROWS: 1

SPACING: 12' O.C.

2 BUTTONBUSH SHRUB SCREENING

Scale: N.T.S.



4 PLAN VIEW

Scale: N.T.S.

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (VDC)	3,824
AC SYSTEM SIZE (VAC)	3,000
DC/AC RATIO	1.187
QTY PV MODULES	8,848
QTY INVERTERS	20
ARRAY TILT	+/- 32°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (VDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XG 1500 250/270-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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NO	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	10/7/2024
-	SC	PLANTED SOLAR	10/22/2024
2	ISA CD2590	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - PT	1/15/2025
4	IC	POLES MOVED WEST, SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/12/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW GRADING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9316 CORNELLS RD
YORKVILLE, IL 60560
41.592298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

TREE PLAN

SHEET:	SHEET SIZE:
A008	22"x34"

Attachment C2 Page 8 of 8

Q.PEAK DUO XL-G11S SERIES

qcells

590-605Wp | 156 Cells
21.7% Maximum Module Efficiency

- Maximal energy yield gain of up to 21%
- Low electricity generation costs
- A reliable investment
- Ensuring high performance
- Frame for versatile mounting options
- Innovative all-weather technology

Q.PEAK DUO XL-G11S SERIES

- Mechanical Specification
- Electrical Characteristics
- Properties for System Design
- Qualifications and Certificates

qcells

406

SOLECTRIA® XGI 1500-250 SERIES

PREMIUM 3-PHASE TRANSFORMERLESS UTILITY-SCALE INVERTERS

FEATURES

Yaskawa Solectria Solar is pleased to introduce liquid-cooled XGI 1500 inverters with the XGI 1500-250 models in GUD Ver. and the XGI 1500-250-L models for AHJ spec service.

The XGI 1500-250 and XGI 1500-300 feature SiC technology, high power and high efficiency that places them at the top end of the utility-scale string inverters in the market.

OPTIONS

YASKAWA
SOLECTRIA SOLAR

SOLECTRIA® XGI 1500-250 SERIES TECHNICAL DATA

SPECIFICATIONS

YASKAWA
SOLECTRIA SOLAR

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	8,868
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500-250/250-600
MAX OUTPUT POWER (WAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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[redacted]

NO.	INITALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	7/17/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SC/DA	CUP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - PT	1/15/2025
4	C	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	C	MATERIAL MODIFICATION	2/13/2025
6	C	METLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/2/2025
8	SC	DESIGN CHANGES - SA1	7/24/2025
9			
10			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNELS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

DATASHEETS

SHEET:	SHEET SIZE:
E003	22"x34"

Attachment C2 Page 9 of 17

Certificate

TÜVRheinland

US 72226018 01

Manufacturing Plant:
Yaskawa America Inc
1067 Johnson Drive
Buffalo Grove IL 60089
USA

Date of Issue (dd/mm/yyyy)
16/06/2022

Certificate

TÜVRheinland

US 72226018 04

Manufacturing Plant:
Yaskawa America Inc
1067 Johnson Drive
Buffalo Grove IL 60089
USA

407

ENTERPRISE ENERGY

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	8,868
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°

PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (WDC-STC)	580
MAX SYSTEM VOLTAGE (VDC)	1500

PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (WMAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	9/27/2024
1	SC	PLANTED SOLAR	10/23/2024
2	SC (CCDSG)	DJP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNELIS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

CERTIFICATIONS

SHEET:	SHEET SIZE:
E004	22"x34"

Attachment C Page 18 of 27

PROTECTIVE DEVICE DESCRIPTION AND OPERATION NARRATIVE

- **SEL 751 Relay**
  - Single Phase Loss Detection
    - CT's on "PV side" of the first disconnect within the switchgear will detect and trip for negative sequence current imbalances as a result of a loss of one of the phases
  - Zigzag Neutral Overcurrent
    - CT around neutral of the zigzag will detect and trip main breaker for ground faults (this will be the ground fault protection for the facility per NEC 230.95)
  - Basic Overcurrent protection
    - CT's on "PV side" of the first disconnect within the switchgear will detect and trip for overcurrents on the phases. Instantaneous and time-overcurrent functions
  - Basic Under/Over voltage & frequency protections
    - Vrefs on "PV side" of the first disconnect within the switchgear will detect and trip for under/over voltage and under/over frequency conditions.
  - Auto-Restoration Scheme
    - Upon loss of utility source, if the main PV breaker was opened due to a loss of voltage detection but without a fault condition, upon restoration of utility power and after a 60 second delay, the breaker will automatically be closed to restore connection to grid.

- **Zigzag Connection Breaker (100A/3P LSI)**
  - Protection of the zigzag transformer internal windings
    - Breaker will protect for internal faults within the transformer. Note that this would be considered a "major" failure and would require an on-site manual reset of the zigzag connection breaker.
  - Status of connection of zigzag transformer to system
    - (1) contact will shunt trip the breaker open in the event that the breaker connection to the zigzag is opened.
    - (1) contact will send a status signal to the SEL 751 to indicate that the zigzag is 'lost' (i.e. zigzag connection breaker in open position).

- **Main AC Disconnect Breaker (1600A/3P)**
  - Remote closure of breaker
    - Breaker shall be fitted with a motorized closure device - in event of a trip, once issue is cleared then the breaker can be remotely closed via the SEL 751.
  - Shunt trip of breaker
    - Breaker shall be fitted with a shunt trip device. In event of a relay pickup/activation, SEL 751 shall send trip signal to shunt trip to open main 1600A breaker. Upon opening of the zigzag breaker, the 1600A main breaker shall also be shunt tripped - this will serve as the indication whether the effective ground is "in service" or not.
  - Breaker functions
    - Since the SEL 751 is used to detect and trip for ground faults, this breaker does not require the "G" function and will simply have long time & instantaneous adjustability.

ZIGZAG TRANSFORMER GROUND REFERENCE CALCULATION

GENERAL

Interconnection Voltage (kV, Phase-Phase)	0.48 kV
Inverter Quantity	10
Inverter Individual kVA	100 kVA
Total Plant MW	1.0 MVA
Zbase = kV^2/MVApv =	0.2304 Ω
Vbase (V, Phase-Neutral)	277 V
Ibase = Vbase / Zbase =	1202.8 Amps

REQUIREMENT #1 - GROUNDING XFMR ZERO SEQUENCE REACTANCE MUST BE 0.6pu +- 10%

X0,DG = 0.6 x Zbase =	0.13824 Ω, +/- 10%

REQUIREMENT #2 - ZERO SEQUENCE X/R RATIO MUST BE GREATER THAN 4

(X0,DG - 10%) / R0,DG > 4 --> R0,DG < (X0,DG - 10%) / 4	
R0,DG < (X0,DG-10%) / 4 =	0.031104 Ω

REQUIREMENT #3 - TRANSFORMER MUST WITHSTAND A MINIMUM OF 4% ZERO SEQUENCE VOLTAGE AND REMAIN CONNECTED

I0,pu -= V0 / Z0 (approximate) = 0.04 / 0.6	0.067 p.u.
I0 = Ibase x I0,pu =	80.2 Amps
In = 3 x I0 =	240.6 Amps

REQUIREMENT #4 - 5-SECOND FAULT CURRENT WITHSTAND RATING SHALL EXCEED MAXIMUM AVAILABLE SHORT-CIRCUIT CURRENT FOR BOLTED FAULTS

Z0,xfmr = SQRT(X0,DG^2 + R0,DG^2) =	0.141696 Ω
Isig = Vbase / Z0,xfmr	1955.8 Amps
Safety Factor	1.2855
55s Fault Withstand Isig w/ Safety Factor	2514.2 Amps

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PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	0.834
AC SYSTEM SIZE (kWAC)	0.000
DC/AC RATIO	0.167
QTY PV MODULES	0.000
QTY INVERTERS	20
ARRAY TILT	+/- 50°
ARRAY AZIMUTH	179°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q CE...S
MODEL NUMBER	Q PEAK DUO XL-G11S.3/BFG
POWER (NOC-STC)	500
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 350/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

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[redacted]

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	7/1/2024
1	SC	PLANTED SOLAR	10/22/2024
2	SA DOSSO	CUP PACKAGE	12/23/2024
3	C	DESIGN CHANGES - ATS	1/15/2025
4	C	PILES MOVED WEST, SCREENING SHIFT	2/2/2025
5	C	MATERIAL MODIFICATION	2/13/2025
6	C	WETLAND UPDATE & ROAD MOVED	3/11/2025
7	SC	ROW SPACING	7/2/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNELIS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

GRNDING XFMR CALCS

SHEET:	SHEET SIZE:
E005	22"x34"

Attachment C 27 of 29 Page 4 of 19

K.

ENTERPRISE ENERGY

Vegetation Installation and Management Plan for Zepelak CSG

Prepared March 2025 by:

Natural Resource Services

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1. Zepelak CSG Vegetation Management Plan (VMP) Overview

1.1. Site Developer

Enterprise Energy
[redacted]

1.2. Project Location

9316 Corneils RD
Yorkville, IL 60560

1.3. Vegetation Restoration Consultant

Natural Resource Services, Inc
2885 Quail Road NE
Sauk Rapids, MN 56379
320.290.5363

and

16425 W. State Route 90
Princeville, IL 61559

1.4. Project Description

The proposed Zepelak CSG project is a 5 MW AC project planned for approximately 20 acres in Kendall County, Yorkville, IL. Fixed panels with a leading edge of about 36" are planned on site. Due to the shaded and more arid conditions beneath the fixed panels, a fescue mix will be seeded in these areas, with fescues extending 2 feet out from the leading edge of panels. Aisles of the solar array will be planted with a fully native pollinator mix. Other areas, such as buffer zones in the north, north east, and parts of the southern section, will be planted with a basin mix because of the higher soil moisture.

An infiltration basin is planned to be installed on the eastern edge of the array along with vegetative screening on the southern and south-eastern sections of the parcel. Native species that will be planted are Black Hills Spruce (*Picea glauca* var. *densata*) and Common Buttonbush (*Cephalanthus occidentalis*) which are adapted to the climatic and soil moisture conditions. A small portion of a wetland identified by the USFWS National Wetlands Inventory is found on the northern part of the parcel boundary, outside of the array fence.

1.5. VMP Use and Objectives

The VMP was written to provide a brief overview and description of the project and to act as a guide for vegetation installation and management. It has been custom-written based on information known at the time of writing. The VMP should be treated as a living document and adjusted as additional information about the site is gathered both pre and post construction. A qualified native vegetation contractor with a history of success

working on native vegetation restorations should be contracted to implement the procedures outlined in this document and to provide feedback and suggestions for the VMP during the lifespan of the project.

2. Site Information

2.1. Site Location

The Zepelak project is located on the north side of Corneils RD and under ¾ of a mile to the east of the convergence of North Bridge St. (IL-47) and Corneils RD. Zepelak is located in Yorkville, Illinois and the GPS coordinates are 41.692298, -88.435083. The address of the project is 9318 Corneils RD, Yorkville, IL 60560.

2.2. Map of Array Layout

2.3. Site Conditions

A review of historical aerial photos shows that the entire site has been in traditional row crops for the majority of the last 30 years. Little to no ponding can be seen in the aerial photos. A review of the soils on the USDA/NRCS Web Soil Survey shows a variety of loam soils, varying from poorly drained to well drained. A majority of the site is ecologically classified as Rush Silt Loam (~ 80%) followed by Lorenzo loam, Drummer silty clay loam and Millbrook silt loam. Drummer silty loam is classified as hydric.

3. Overview of Vegetation Establishment and Management

3.1. Vegetative Goals

The primary vegetative goal is to establish permanent vegetation that does not interfere with solar production. This solar site is being planted with 100% native species. The species chosen produce an emphasis on native pollinator habitat to achieve and maintain Pollinator Friendly status as defined in the Illinois Pollinator Friendly Solar Site Act (525 ILCS 55/) [1].

3.2. Contribution of Native Habitat on Solar Sites

Economical production of power is the foremost goal of solar sites. There is a parallel opportunity to provide critically important native pollinator-friendly habitat throughout the array while capitalizing on the long-term low maintenance needs of native vegetation.

Establishing prairies and other native plant communities within the confines of solar sites provides a tremendous opportunity to restore ecosystems that have been severely degraded or eliminated across all areas of the country.

Native plants have profound root systems, many reaching 12 or more feet deep into the soil. Rainwater follows those roots into the ground, helping to reduce water runoff and promote the drainage of standing water into an aquifer. Those deep roots also stabilize the soil, preventing erosion from rain and wind. The plants provide seeds for songbirds, cover for game birds and, of course, provide blossoms and host plants for our beloved butterflies and other nectar-loving insects.

Native grasses and forbs will be selected based on their ecological appropriateness to the specific conditions of this site, with consideration to their mature height to not interfere with panel productivity. These species will not require irrigation, fertilizer, or other soil amendments.

The contribution to habitat restoration cannot be overstated given the acreage impacted and lifespan of the project.

[1] https://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=3900&ChapterID=44

3.3. Vegetation Installation Overview

The native mix planned for this array is selected for ecological appropriateness to the soil moisture, types and site conditions as well as the mature plant height of 24" underneath solar panels so as to not interfere with panel productivity. The habitat provides low-maintenance vegetation that won't require fertilizer, amended soils or irrigation on this site.

It is important to note that the species selected for this site are based on their ability to successfully establish from seed and thrive within the unique conditions found on solar sites. From a practical standpoint, the species contained in these mixes are generally available in the marketplace and, as a whole, have reasonable price points. Ultimately, the list consists of well-performing, workhorse species coupled with smaller amounts of more unique species for a robust mixture.

3.4. Vegetation Management Overview

Maintenance plays a vital role in the eventual success of any native landscape installation, especially during the establishment period of years one through three. Active management is similar in all areas of the project site. All areas of the site are inspected annually followed by maintenance necessary to encourage healthy native species while discouraging non-native/invasive species. During the growing season of the first year of establishment, the site shall be inspected a minimum of three times.

4. Vegetation Installation Procedures

4.1. Site Inspections and Monitoring

Site inspections and monitoring throughout the installation process are vital to continually assess site conditions and determine what procedures are needed and the timing of those procedures. The pre-construction site inspection is particularly important to determine the need for any herbicide application or mowing prior to soil preparation and seeding.

4.2. Site Preparation Herbicide Application

A site preparation herbicide application, if deemed necessary, should be performed by a licensed, qualified contractor using appropriate herbicides to kill all actively growing weeds on the project site. Typically, only glyphosate herbicide is necessary, but if certain perennial weed species are present such as Canada thistle, a broadleaf additive may be necessary. The contractor should carefully select an herbicide with a short soil residual, such as Garlon 3A, to minimize the impact on germination of the permanent seeding. The vegetation should not be disturbed for a minimum of 14 days after an herbicide application to allow time for effective weed elimination.

4.3. Site Preparation Mowing

Site preparation mowing may be required to reset vegetative growth to prepare for an herbicide application. Additionally, site preparation mowing may be needed to cut and mulch vegetation to simplify the soil preparation and seeding process.

4.4. Soil and Seedbed Preparation

Soil and seedbed preparation is vital to the success of any planting. Disking and harrowing (or raking) the site is common and extremely effective. If extreme compaction is present on site, a ripper may be needed to mitigate the compaction. The seedbed should be relatively smooth and firm prior to seeding. Soil that is too clumpy or too fluffy may result in seeds being planted too deep in the soil to germinate and survive.

4.5. Seed and Seeding

A custom native pollinator seed mix has been designed for use on this project and is found in Section 8. Seeding will be completed through broadcasting by using a mechanical spreader appropriate for the specified seed mixes. Large and fluffy seeds (such as most grasses and cover crop) should be broadcast first and then lightly harrowed/raked into the soil. Following the harrowing, small seeds (such as most forbs, sedges, and rushes) should be broadcast on top of the soil.

4.6. Tree and Shrub Installation

Tree and shrub installation can occur either before or after permanent seeding depending on the preferences of the contractor, timing of seeding, and the site conditions. If installation occurs after permanent seeding, touchup seeding in the disturbed areas may need to be completed. All trees and shrubs should be watered at the time of installation and properly mulched. A watering plan should be in place in the event of inadequate rainfall.

4.7. Erosion control

Erosion control measures should be implemented as required after permanent seeding is completed.

5. Vegetation Management Procedures

5.1. Adaptive Management

An adaptive management strategy is vital to the success of any project, but especially so for native pollinator restorations. Adaptive management consists of continual monitoring and adjusting maintenance strategies based on the site conditions in order to achieve the best outcomes. No two sites are exactly the same and responding to changing site conditions, weed pressures, weather, and a multitude of other variables is essential to the success of the planting.

5.2. Complete Site Maintenance Mowing

Complete site maintenance mowing consists of mowing the entire project area during the growing season, including trimming as appropriate around equipment or in inaccessible areas. Complete site maintenance mowing is implemented primarily during the establishment phase of the restoration (years 1-3) for several reasons. First, if a closed canopy of vegetation develops, mowing is implemented to knock back the taller vegetation and allow sunlight to reach the native seedlings below. Second, if weed species are present and actively nearing their seed set, mowing is implemented to prevent those weeds from producing viable seed. Third, vegetation has become tall enough to shade the panels or impact other solar equipment on site and must be cut down.

5.3. Integrated Vegetation Maintenance

Integrated vegetation maintenance or IVM is a method using a combination of targeted mowing/trimming and herbicide application aimed at reducing or eliminating weed species and promoting the desired vegetation. IVM can also include grazing, haying, and other maintenance options as appropriate. IVM is implemented starting towards the end of the 2nd full growing season typically and is used throughout the life of the project. 3 IVM visits are typical on most sites until year 5 when a reduction to 1-2 visits per year can be made if site conditions allow.

5.4. Dormant Mowing

Dormant mowing is a type of complete site mow implemented when vegetation is not actively growing on site. This method is typically performed in early spring or fall. Oftentimes, dormant mows are completed in the fall to mulch up dead vegetation and encourage decomposition. This practice also has a dual purpose of cleaning up the site to make electrical maintenance easier and to reduce the chance of accidental fire.

6. Vegetation Installation and Management Timeline

6.1. Site Prep and Installation Phase

Site Preparation:

1. Prior to the start of construction, a cover crop may be seeded to aid in erosion control, soil moisture management, and weed suppression.
2. Inspection of the project area to assess site conditions and determine the need for any site prep mowing or spraying activities.
3. If necessary, an herbicide application will be completed using glyphosate (Round-up® or equivalent) as per manufacturer's directions in areas with actively growing vegetation. Allow a minimum of 14 days before disturbing the soil or completing seeding activities.
4. When perennial broadleaf vegetation is present a triclopyr herbicide will be added (Garlon 3A® or equivalent) as per manufacturer's directions. When a broadleaf herbicide is used allow a minimum of 30 days before disturbing the site or completing seeding.
5. Depending on the density and type of undesirable vegetation present (i.e., annual vs perennial) a complete site mowing might be advisable in lieu of an herbicide application. For instance, if the site is dominated by Foxtail (an annual), mowing would be preferrable to an herbicide application.

Soil Prep and Seeding:

1. Construction debris, garbage, and building materials will be removed and/or staged outside the intended seeding areas.
2. Disk soil within the project area in preparation for seeding. Harrow or rake the soil to achieve the proper seedbed.
3. Broadcast the large and fluffy seed (mostly grasses) along with a cover crop of winter wheat or oats.
4. Harrow or rake the soil to work the seed to a proper depth.
5. Broadcast the small seeds (forbs, sedges, rushes, small grass seeds) on top of the soil.

Vegetative Screening Installation

1. Prior to tree and shrub installation, planting locations should be marked to ensure proper placement and spacing of the trees and shrubs. Spacing is planned to be 12' between individual plants.
2. Install trees and shrubs using appropriate equipment and procedures, including watering at the time of installation, mulch rings, and staking or guying if necessary.
3. Implement a watering plan post-installation to ensure survival.

Installation Phase Maintenance

If the site is seeded in the summer or early fall, 1-2 complete site mowings may be needed during this first partial growing season.

6.2. Establishment Phase

Year 1 is defined as the 1st full growing season for the vegetation. A recommendation of 3 complete site mowings is most common for this phase. Depending on site conditions and vegetation growth, more or less may be needed.

Year 2 is the second full growing season. 3 total visits are typical with 2 complete site mowings and 1 Integrated Vegetation Maintenance visit the most likely combination.

Year 3 typically requires 3 IVM site visits depending on vegetation status.

6.3. Maintenance Phase

Year 4 – 34. During the maintenance phase, 2 IVM visits are typical.

7. Monitoring

Consistent project monitoring is essential to evaluate vegetative establishment, weed presence, and possible erosion concerns. This information helps determine which management procedures to utilize, the proper timing for those procedures, and whether any other remedial action is required such as reseeding or replanting. As the site's vegetation matures, adaptive management should be utilized as previously described.

8. Seed Mix

Natural Resource Services

Zepelak CSG Native Seed Mix

Seeding Rate - 12.5 lb/acre - 75 seed/ft²

Common Name	Scientific Name	Bloom Month	% of Mix by Weight	Lbs/Acre	Seeds per ft²	% of Mix by Seeds/ft²
Sideoats Grama	Bouteloua curtipendula		34.25%	4.28	9.43	12.58%
Prairie Brome	Bromus kalmii		0.80%	0.10	0.29	0.39%
Plains Oval Sedge	Carex brevior		2.80%	0.35	3.72	4.97%
Bicknell's Sedge	Carex bicknellii		0.96%	0.12	0.75	1.00%
Troublesome Sedge	Carex molesta		1.84%	0.23	2.11	2.82%
Brown Fox Sedge	Carex vulpinoidea		2.00%	0.25	9.18	12.24%
Silky Wild Rye	Elymus villosus		6.00%	0.75	1.52	2.02%
Little Bluestem	Schizachyrium scoparium		26.96%	3.37	18.57	24.75%
Prairie Dropseed	Sporobolus heterolepis		0.40%	0.05	0.29	0.39%
Graminoid Total			**76.00%**	**9.50**	**46.87**	**61.15%**
Common Yarrow	Achillea millefolium	Jun-Aug	0.44%	0.06	3.63	4.84%
Nodding Onion	Allium cernuum	Jul-Aug	0.24%	0.03	0.08	0.11%
Lead Plant	Amorpha canescens	Jun-Aug	1.33%	0.17	0.98	1.30%
Canada Anemone	Anemone canadensis	May-Jun	0.04%	0.01	0.02	0.02%
Wild Columbine	Aquilegia canadensis	Apr-Jun	0.04%	0.01	0.07	0.10%
Common Milkweed	Asclepias syriaca	Jun-Aug	0.34%	0.04	0.06	0.08%
Butterfly Milkweed	Asclepias tuberosa	Jun-Aug	0.32%	0.04	0.06	0.08%
Canada Milkvetch	Astragalus canadensis	Jun-Aug	1.08%	0.14	0.84	1.13%
Partridge Pea	Chamaecrista fasciculata	Jul-Sep	3.11%	0.39	0.39	0.51%
White Prairie Clover	Dalea candida	Jun-Sep	4.08%	0.51	3.56	4.74%
Purple Prairie Clover	Dalea purpurea	Jul-Sep	6.02%	0.75	4.98	6.63%
Cream Gentian	Gentiana flavida	Aug-Sep	0.04%	0.01	0.27	0.36%
Prairie Blazing Star	Liatris pycnostachya	Jul-Sep	0.24%	0.03	0.12	0.16%
Virginia Mountain Mint	Pycnanthemum virginianum	Jun-Sep	0.09%	0.01	0.95	1.26%
Prairie Wild Rose	Rosa arkansana	Jun-Aug	0.29%	0.04	0.03	0.04%
Black-eyed Susan	Rudbeckia hirta	Jun-Oct	1.92%	0.24	8.13	10.83%
Gray Goldenrod	Solidago nemoralis	Aug-Oct	0.04%	0.01	0.57	0.76%
Ohio Goldenrod	Solidago ohioensis	Aug-Sep	0.04%	0.01	0.21	0.28%
Calico Aster	Symphyotrichum lateriflorum	Aug-Oct	0.04%	0.01	0.48	0.64%
Sky Blue Aster	Symphyotrichum oolentangiense	Aug-Oct	0.16%	0.02	0.57	0.76%
Ohio Spiderwort	Tradescantia ohiensis	May-Jul	0.24%	0.03	0.09	0.12%
Hoary Vervain	Verbena stricta	Jun-Sep	1.44%	0.18	1.85	2.46%
Golden Alexanders	Zizia aurea	Apr-Jun	2.40%	0.30	1.21	1.62%
Forb Total			**24.00%**	**3.00**	**29.14**	**38.85%**
Mix Total			**100.00%**	**12.50**	**75.01**	**100.00%**

Northern IL poorly drained soil mix

March 2025

Natural Resource Services

Zepelak Solar Array Mix

Seeding Rate - 125 Lb/acre - 1,423.3 seeds/ft^2

Common Name	Scientific Name	% of Mix	Lbs/Acre	Seeds/ft^2	% of Mix by Seeds/ft^2
Hard Fescue	Festuca trachyphylla	25.00%	31.25	401.75	28.23%
Chewings Fescue	Festuca rubra commutata	25.00%	31.25	321.40	22.58%
Creeping Red Fescue	Festuca rubra	25.00%	31.25	321.40	22.58%
Sheeps Fescue	Festuca ovina	25.00%	31.25	378.80	26.61%
Mix Total		**100.00%**	**125.00**	**1423.35**	**100.00%**

Natural Resource Services

Zepelak CSG Basin Mix

Seeding Rate - 7lb/acre - 167.7 seeds/ft^2

Common Name	Scientific Name	Bloom Month	% of Mix by Weight	Lbs/Acre	Seeds/ft^2	% of Mix by Seeds/ft^2
Bottlebrush Sedge	Carex comosa		3.57%	0.25	2.75	1.64%
Fringed Sedge	Carex crinita		5.71%	0.40	3.38	2.01%
Pointed-broom Sedge	Carex scoparia		2.86%	0.20	6.17	3.68%
Common Fox Sedge	Carex stipata		2.86%	0.20	2.50	1.49%
Brown Fox Sedge	Carex vulpinoidea		2.86%	0.20	7.35	4.38%
Canada Wild Rye	Elymus canadensis		11.86%	0.83	1.59	0.95%
Virginia Wild Rye	Elymus virginicus		17.86%	1.25	1.93	1.15%
Fowl Manna Grass	Glyceria striata		0.29%	0.02	1.18	0.70%
Dudley's Rush	Juncus dudleyi		0.29%	0.02	23.51	14.01%
Fowl Bluegrass	Poa palustris		11.14%	0.78	37.25	22.20%
Little Bluestem	Schizachyrium scoparium		17.14%	1.20	6.61	3.94%
Graminoid Total			**76.43%**	**5.35**	**94.20**	**56.16%**
Canada Anemone	Anemone canadensis	May-Jun	1.29%	0.09	0.27	0.16%
Canada Milkvetch	Astragalus canadensis	Jun-Aug	2.65%	0.19	1.16	0.69%
Nodding Bur Marigold	Bidens cernua	Jun-Sep	0.65%	0.05	0.35	0.21%
Southern Blue Flag Iris	Iris virginica shrevei	May-Jul	1.29%	0.09	0.03	0.02%
Great Blue Lobelia	Lobelia siphilitica	Jul-Oct	1.03%	0.07	13.28	7.91%
Monkey Flower	Mimulus ringens	Jun-Sep	0.52%	0.04	30.54	18.20%
Virginia Mountain Mint	Pycnanthemum virginianum	Jun-Sep	1.29%	0.09	7.30	4.35%
Black-eyed Susan	Rudbeckia hirta	Jun-Oct	3.55%	0.25	8.40	5.01%
Calico Aster	Symphyotrichum lateriflorum	Aug-Oct	0.77%	0.05	4.98	2.97%
Ohio Spiderwort	Tradescantia ohiensis	May-Jul	3.23%	0.23	0.66	0.40%
Blue Vervain	Verbena hastata	Jul-Sep	2.14%	0.15	5.12	3.05%
Golden Alexanders	Zizia aurea	Apr-Jun	5.16%	0.36	1.46	0.87%
Forb Total			**23.57%**	**1.65**	**73.54**	**43.84%**
Mix Total			**100.00%**	**7.00**	**167.74**	**100.00%**

9. Pollinator Scorecard

Illinois Solar Site Pollinator Habitat Planning Form

Use this form as a draft before completing the *Illinois Planned Pollinator Habitat on Solar Sites Scorecard* online

In Between and Under Solar Panels

1. PLANNED PLANT DIVERSITY IN ROWS & UNDER SOLAR ARRAY (choose up to 2)
   - ☐ 4-6 species +5 pts
   - ☑ 7 or More species +8 pts
   - ☑ All Native Species (minimum 4 species) +10 pts

Perimeter and Buffer Area

2. VEGETATIVE BUFFER PLANNED ADJACENT TO THE SOLAR SITE (choose all that apply)
   - ☑ Buffer planned outside of array fencing +5 pts
   - ☐ Buffer is 30-49ft wide measured from array fencing +5 pts
   - ☐ Buffer is at least 50ft wide measured from array fencing +10 pts
   - ☑ Buffer has Native shrubs/trees that provide food for wildlife +5 pts

3. SEEDS USED FOR NATIVE PERIMETER & BUFFER AREAS (choose all that apply)
   - ☑ Mixes are seeded using at least 20 seeds per square foot of Pure Live Seed or 40 Seeds per square foot on slopes > 5% +10 pts
   - ☐ All seeds are from a source within 150 miles of site +5 pts
   - ☐ At least 2% milkweed cover is planned to be established from seeds/plants +5 pts

4. PLANNED # OF NATIVE SPECIES IN SITE PERIMETER & BUFFER AREA (species with more than 1% cover)(choose 1)
   - ☐ 5-10 species +2 pts
   - ☐ 10-15 species +5 pts
   - ☐ 16-20 species +10 pts
   - ☑ >20 species +15 pts

Exclude invasive and non-native plant species from total

5. PLANNED PERCENT OF PERIMETER & BUFFER AREA DOMINATED BY NATIVE PLANT SPECIES (choose 1)
   - ☐ 26- 50 % +2 pts
   - ☑ 51-75 % +10 pts
   - ☑ More than 75% +15 pts

Whole Site

6. PLANNED PERCENT OF SITE VEGETATION COVER TO BE DOMINATED BY DESIRABLE WILDFLOWERS (choose 1)
   - ☑ 26- 50 % +2 pts
   - ☐ 51-75 % +10 pts
   - ☐ More than 75% +15 pts

7. PLANNED SEASONS WITH AT LEAST THREE BLOOMING NATIVE SPECIES PRESENT (choose all that apply)
   - ☑ Spring (April-May) +5 pts
   - ☑ Summer (June-August) +5 pts
   - ☑ Fall (September-October) +5 pts

8. HABITAT SITE PREPARATION PRIOR TO IMPLEMENTATION (choose all that apply)
   - ☑ Soil preparation done to promote germination and reduce erosion as appropriate for the site. +10 pts
   - ☑ Measures taken to control weeds prior to seeding +10 pts
   - ☐ None -10 pts

9. AVAILABLE HABITAT COMPONENTS WITHIN 0.25 MILES (choose all that apply)
   - ☐ Native bunch grass for bee nesting +2 pts
   - ☑ Native trees/shrubs for bee nesting +2 pts
   - ☑ Clean, perennial water sources +2 pts
   - ☐ Created habitat nesting features +2 pts

10. SITE PLANNING AND MANAGEMENT(choose all that apply)
    - ☑ Detailed establishment and management plan developed +10 pts
    - ☐ Signage legible at forty or more feet stating "pollinator friendly solar habitat" +3 pts

11. INSECTICIDE RISK (choose all that apply)
    - ☐ Planned on-site use of insecticide or pre-planting seed/plant treatment (excluding buildings/electrical boxes, etc.) -40 pts
    - ☐ Communication/registration with local chemical applicators or on www.fieldwatch.com to prevent drift +5 pts

Total Points: 119

Meets Preliminary Pollinator Standards - 85
Provides Exceptional Habitat - 110 and higher

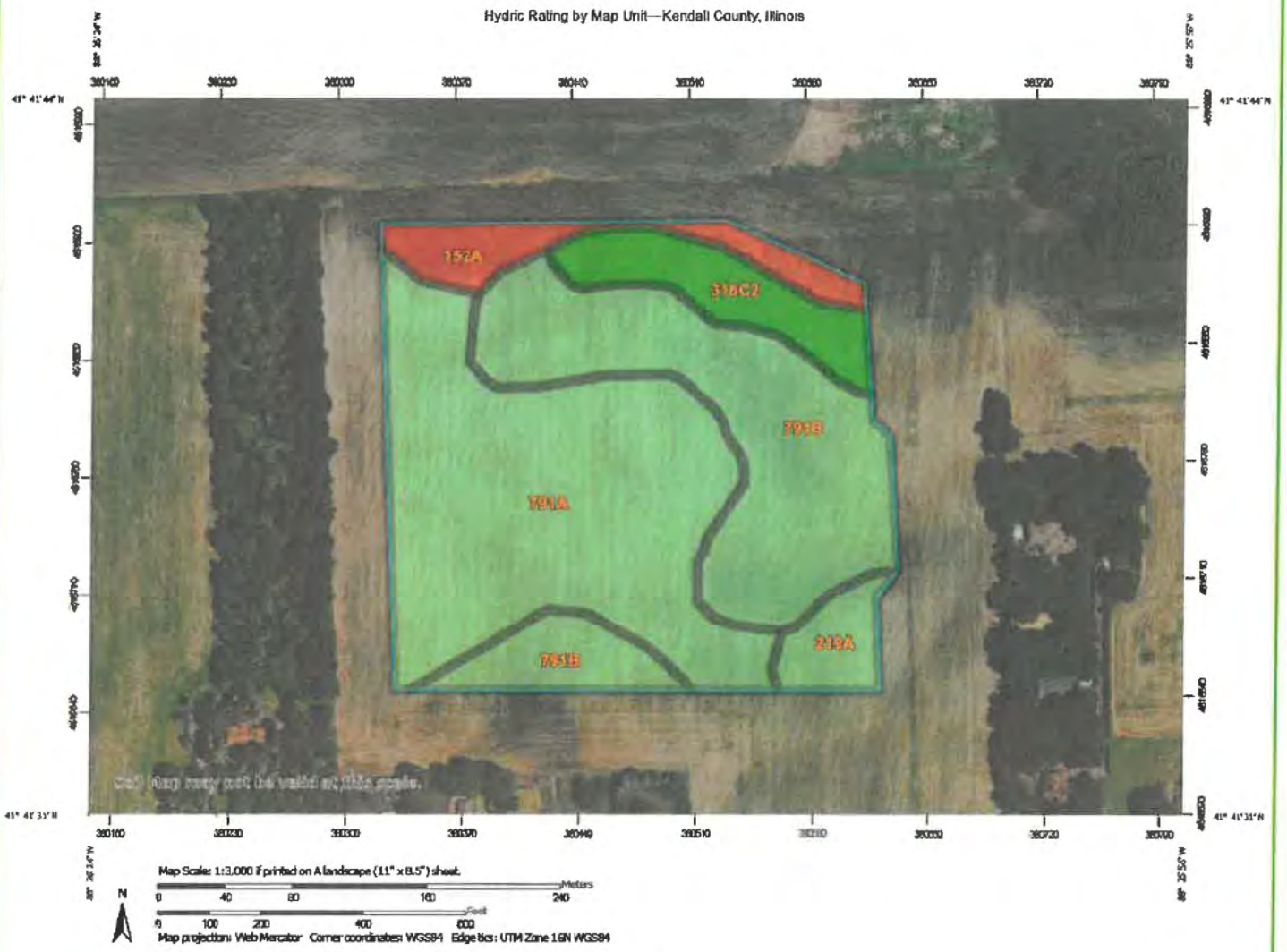
Owner: Zepelak CSG 1
Vegetation Consultant: Natural Resource Services, Inc
Project Location: Yorkville, Illinois
Project Size: 20.1 acres
Final Seeding Date: May 2026

This form is designed (with the help of the Solar Site Pollinator Guidelines found on IDNR's website) to guide owners or managers of solar sites to meet the requirements to be able to claim a site is pollinator friendly according to the "Pollinator Friendly Solar Site Act (525 ILCS 55)". This form is for company records only and does not grant the title of a Pollinator Friendly Solar Site until the "Illinois Planned Pollinator Habitat on Solar Sites Scorecard" is completed with a score of 85 or higher on IDNR's website. This preliminary recognition is good for 3yrs, after which the "Established Pollinator Habitat on Solar Sites Scorecard" will need to be completed every 5 years to maintain recognition as a Pollinator Friendly Solar Site

12/3/2019

Natural Resource Services

10. Soils Maps



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Lines
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Soil Rating Points
- Hydric (100%)
- Hydric (66 to 99%)
- Hydric (33 to 65%)
- Hydric (1 to 32%)
- Not Hydric (0%)
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kendall County, Illinois
Survey Area Data: Version 21, Aug 21, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 18, 2020—Jul 3, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
152A	Drummer silty clay loam, 0 to 2 percent slopes	100	1.4	6.8%
219A	Millbrook silt loam, 0 to 2 percent slopes	3	0.8	4.2%
318C2	Lorenzo loam, 4 to 6 percent slopes, eroded	0	1.7	8.7%
791A	Rush silt loam, 0 to 2 percent slopes	6	8.9	44.6%
791B	Rush silt loam, 2 to 4 percent slopes	6	7.1	35.6%
Totals for Area of Interest			20.0	100.0%

Natural Resource Services

USA Energy Independence 1 LLC Decommissioning Plan

Enterprise Energy, LLC

2925 Dean Parkway, Executive Ste 300
Minneapolis, MN 55416
(612) 470-7152

DECOMMISSIONING PLAN

The Solar Garden consists of many recyclable materials, including glass, semiconductor material, steel, aluminum, copper, and plastics. When the Solar Garden reaches the end of its operational life, the component parts will be dismantled and recycled as described below. We have a lease contract with the property owner, which requires us to decommission and restore the site at our expense. The decommissioning plan would commence at the end of the lease term or in the event of twelve (12) months of non-operation. At the time of decommissioning, the Solar Garden components will be dismantled and removed using minimal impact construction equipment, and materials will be safely recycled or disposed of. USA Energy Independence 1 LLC will be responsible for all the decommissioning costs.

REMOVAL PROCESS

The decommissioning of the Solar Garden proceeds in the following reverse order of the installation:

1. The solar system will be disconnected from the utility power grid
2. PV modules will be disconnected and removed
3. Electrical cables will be removed and recycled off-site
4. PV module racking will be removed and recycled off-site
5. PV module support posts will be removed and recycled off-site
6. Electrical devices, including transformers and inverters, will be removed and recycled off-site
7. Concrete pads will be removed and recycled off-site
8. Fencing will be removed and recycled off-site
9. Reclaim soils in the access driveway and equipment pad areas by removing imported aggregate material and concrete foundations; replace with soils as needed

The Solar Garden site may be converted to other uses in accordance with applicable land use regulations at the time of decommissioning. There are no permanent changes to the site, and it will be returned in terrific condition. This is one of the many great things about community solar gardens. If desired, the site. can return to productive farmland after the system is removed.

ENTERPRISE ENERGY

DECOMMISSIONING CONSIDERATIONS

We ask that Kendall County take note of 3 important considerations: 1) a community solar garden is not a public nuisance, 2) the resale and recycle value are expected to greatly offset the cost of decommissioning, and 3) Kendall County and taxpayers are not at risk.

1) Our modules do not contain hazardous materials and the Solar Garden is not connected to government utilities (water, sewer, etc.). The Solar Garden will be fenced in for security and will be sheltered from sight with new screening. Additionally, almost all the land is permanent vegetation which improves erosion control, soil quality, and water quality. For these reasons, the Solar Garden, whether operational or non-operational, is not a public nuisance threat that would require government involvement in decommissioning or removal of the Solar Garden. Compare this to an abandoned home, barn, etc. that may regularly include hazardous materials and/or become a public nuisance.

2) Upon the end of the Solar Garden's life, the component parts may be resold and recycled. The aggregate value of the equipment is expected to greatly offset the cost of decommissioning and removal. Solar modules, for example, have power output warranties guaranteeing a minimum power output in Year 25 of at least 80% of Year 1. Since the value of solar panels is measured by their production of watts and the value of electricity, it is easy to calculate expected resale value. Even using extremely conservative assumptions, the value of the solar modules greatly offsets the cost of decommissioning. This does not factor in the recycle value of other raw materials like steel, copper, etc.

3) In the extremely unlikely, "worst-case" scenario where (1) the Solar Garden Owner fails to decommission and neither our lender nor any power generation entities want the assets, and then (2) the landowner fails to decommission the Solar Garden (which the landowner would have the right to do under the Property lease), and then (3) the decommissioning financial surety was insufficient to decommission the Solar Garden, Kendall County would have its standard police powers to enforce decommissioning. If that process ultimately resulted in Kendall County gaining ownership of the property, Kendall County could sell the parcel which would absolutely exceed the decommissioning cost.

DECOMMISSIONING FINANCIAL SURETIES

Despite the considerations of 1) the Solar Garden is not a public nuisance, 2) the resale and recycle value is expected to greatly offset the cost of decommissioning, and 3) Kendall County and taxpayers are not at risk, we are cognizant that Kendall County will require the posting of a bond, letter of credit, or the establishment of an escrow account as a condition of issuing USA Energy Independence 1 LLC a Conditional Use Permit. Of course, Kendall County would be the beneficiary of any required security.

We are offering a $50,000 bond for a decommissioning financial surety, to Kendall County.

ENTERPRISE ENERGY

This financial surety provides an extra layer of security that the Solar Garden site will be returned to the appropriate condition at the end of the Solar Garden's useful life or earlier, should the Solar Garden cease operations for a twelve-month period. Kendall County will be the designated beneficiary of the fund and the landowner will be provided a copy of the document, thereby establishing the obligation before construction commences.

INSURANCE INFORMATION

USA Energy Independence 1 LLC will be required to meet insurance requirements under long-term contracts with several parties, including the site landowner, the electric utility, and its Solar Garden lenders and investors. USA Energy Independence 1 LLC will be listed on a policy that includes:

- Liability coverage that will include $1,000,000 in coverage against damage to rented property Excess liability coverage of an additional $1,000,000 per occurrence
- Property coverage in an amount necessary to cover the value of the Solar Garden and up to one year of lost revenue in the event the project is destroyed and needs to be rebuilt.

1.0 DECOMMISSIONING PLAN

1.1 General

USA Energy Independence 1 LLC is a proposed 7.151-megawatt direct current (MW-dc) or 5.0-megawatt alternating current (MW-ac) solar electric generating facility using ground-mounted photovoltaic panels located in Kendall County, IL. The facility will be located in a fenced area of approximately 20 acres. The vast majority of the site is currently in agricultural use, most of it farmed in row crops. Following decommissioning of the facility, the land will be restored to its pre-construction condition to the extent practicable.

The decommissioning plan (plan) presents the following provisions that are intended to ensure that facilities are properly removed after their useful life. The plan includes provisions for the complete removal of all structures, foundations, underground cables, transformers, inverters, foundations, and the restoration of soil and vegetation. The Contractors will comply with the requirements of all permits during the decommissioning process. Disposal of structures and foundations will comply with any applicable County Solid Waste regulations.

1.2 Decommissioning and Reclamation

Solar projects typically have a life span of approximately 30-40 years, though some replacing or updating of equipment may occur during that time frame. The Solar Garden Owner will be responsible for the removal of all aboveground and underground equipment to full depth within

the Project area at the end of the solar project life span. The Solar Garden Owner will restore and reclaim the site to pre-construction topography and topsoil to the extent practical.

Decommissioning includes removing the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access road, security fence, and any drainage structures are also included in the scope. Standard decommissioning practices would be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

After all the equipment is removed, any holes or voids created by poles, concrete pads, and other equipment will be filled in with native soil to the surrounding grade and the site will be restored to pre-construction conditions, to the extent practicable. All access roads and other areas compacted by the equipment will be de-compacted to a depth necessary to ensure drainage of the soil and root penetration prior to fine grading and tilling to a farmable condition.

1.3 List of Decommissioning Activities

1.3.1 Timeline

Decommissioning is estimated to take approximately 25-30 weeks to complete. The decommissioning crew(s) will ensure that all equipment and materials are recycled or disposed of properly.

1.3.2 Removal and Disposal of Site Components

The removal and disposal details of the site components are found below.

Modules: Modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed, palletized, and shipped to an offsite facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal.

Racking: Racking and racking components will be disassembled and removed from the steel foundation posts, processed to an appropriate size, and sent to a metal recycling facility.

Steel Foundation Posts: All structural foundation steel posts will be pulled out to full depth, removed, processed to an appropriate size, and shipped to a recycling facility. The posts can be removed using backhoes or similar equipment. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for vegetation.

Overhead and Underground Cables and Lines: All underground cables and conduits will be removed to full depth in a way that will not impede the reintroduction of farming. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted per standards. Topsoil will be redistributed across the disturbed area. Overhead lines will be removed from the project and taken to a recycling facility.

Inverters, Transformers, and Ancillary Equipment: All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards.

Equipment Foundation and Ancillary Foundations: The ancillary foundation for USA Energy Independence 1 LLC are pile foundations for the equipment pads. As with the solar array steel foundation posts, the foundation Piles are typically removed full depth using a vibratory hammer mounted on a backhoe or similar type of equipment. During the excavation, the topsoil will be segregated from the subsoil, so that the soil can be replaced in the excavation and compacted to restore the pre-construction soil profile. Duct banks will be excavated to full depth. All unexcavated areas compacted by equipment used in decommissioning will be de-compacted in a manner to adequately restore the topsoil and sub-grade material to a density similar to the surrounding soils. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards.

Fence: All fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-solar farm conditions to the extent feasible.

Access Roads: Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the Landowner, using the following process:

1) After final clean-up, access roads may be left intact through mutual agreement of the landowner and the Owner.

2) If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Owner's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. All internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. Any ditch crossing connecting access roads to public roads will be removed unless the landowner requests it remains. The subgrade will be de-compacted using a chisel plow or other appropriate subsoiling equipment.

All rocks larger than four inches will be removed. The access roads and adjacent areas that are compacted by the equipment will be de-compacted.

1.3.3 Restoration/Reclamation of Site

The Owner will restore and reclaim the site to the pre-solar farm condition to the extent practical consistent with the site lease agreement. The Owner assumes that most of the site will be returned to farmland and/or pasture after decommissioning and will implement appropriate measures to facilitate such uses. If no specific use is identified, the Owner will vegetate the site with a seed mix approved by the local soil and water conservation district or similar agency. The goal of restoration will be to restore natural hydrology and plant communities to the extent practicable while minimizing new disturbance and removal of native vegetation. The decommissioning effort will implement best management practices (BMPs) to minimize erosion and to contain sediment on the Project to the extent practicable with the intent of meeting this goal include:

1. Minimize new disturbance and removal of native vegetation to the greatest extent practicable.

2. Remove solar equipment and all access roads up to full depth, backfill with subgrade material and cover with suitable topsoil to allow adequate root penetration for plants, and so that subsurface structures do not substantially disrupt groundwater movements.

3. Any topsoil that is removed from the surface for decommissioning will be stockpiled to be reused when restoring plant communities. Once decommissioning activity is complete, topsoil will be re-spread to assist in establishing and maintaining plant communities.

4. Stabilize soils and return them to agricultural use according to the lease agreements.

5. Prior to and after decommissioning activities, install erosion and sediment control measures, such as silt fences, bio-rolls, and ditch checks in all disturbance areas where the potential for erosion and sediment transport exists, consistent with stormwater management objectives and requirements.

Decommissioning and restoration activities at each site will be completed within 5-6 weeks after the solar energy farm is considered a discontinued use.

1.4 Post-Restoration Monitoring

Decommissioning of the site will comply with permits for the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Construction Storm Water (CSW) Permit, Spill Containment, and Countermeasure (SPCC) Plan, and Storm Water Pollution

Prevention Plan (SWPPP), if grading activities are necessary and exceed applicable permit thresholds. Decommissioning may include post-restoration monitoring as required by the NPDES/SDS CSW Permit and SWPPP and other applicable requirements.

Decommissioning Costs Table

Project Name: USA Energy Independence 1 LLC
Date: Feb 17, 2025
Project Size 7.151 MW-DC | 5MW-AC

	Quantity	*Unit*	*Unit Price*	*Line Item Price*
Mobilization/Demobilization	1	Lump Sum	**$33,114**	**$33,114**
Mobilization was estimated to be approximately 7% of total cost of other items. This number was developed from speaking with contractors.				
Permitting				
State Permits	1	Lump Sum	$10,000	$10,000
Subtotal Permitting				**$10,000**
Decommissioning will require a SWPPP and SPCC plan, cost is an estimate of the permit preparation cost.				
Civil Infrastructure				
Removal Gravel Surfacing from Road	642.30	Cubic Yards	$2.59	$1,663.55
Haul Gravel Removed from Road	642.30	Cubic Yards	$5.44	$3,494.09
Disposal of Gravel Removal from Road	959	Tons	$0.00	$0.00
Removal Geotextile Fabric from Road Area	2,889	Square Yards	$1.40	$4,044.44
Haul Geotech Fabric Removed from Beneath Access Roads	0.80	Tons	$3.99	$3.18
Disposal of Geotech Fabric Removed from Beneath Access Roads	0.80	Tons	$81.00	$64.53
Removal Culvert from Beneath Road	1	Each	$1,200.00	$1,200.00
Haul Culvert Removed from Road	1	Each	$3.99	$3.99
Disposal of Culverts	1	Each	$24.30	$24.30
Grade Road Corridor (Re-spread Topsoil)	1,300	Linear Feet	$1.59	$2,067.00
Erosion and Sediment Control for Road Restoration	1,300	Linear Feet	$3.29	$4,277.00
Till to Farmable Condition	0.597	Acres	$402.87	$240.46
Removal of Security Fence	3,630	Linear Feet	$12.43	$45,120.90
Subtotal Civil Infrastructure				**$62,203.44**
Structural Infrastructure				
Removal Steel Foundation Posts (Arrays, Equipment, Met Towers)	1241	Each	$13.38	$16,606.94
Haul Tracker Steel Post	91	Tons	$10.24	$933.65
Removal Fixed Tilt Racking	505	Each	$20.00	$10,100.00
Haul Fixed Tilt Racking	118	Ton	$10.24	$1,207.03
Subtotal Structural Infrastructure				**$28,847.62**
Steel removal costs were calculated by using information from array manufacturers for installation rates and using the same rates to calculate total days to remove equipment. Hauling calculations are based on the locations of metals recyclers.				
Electrical Collection/Transmission System				
Removal of PV Modules	12,120	Each	$5.27	$63,872.40
Haul PV Modules for Disposal	313	Tons	$3.99	$1,250.02
Disposal of PV Modules	313	Tons	$81.00	$25,376.25
Removal of Inverters	10	Each	$48.00	$480.00
Removal of PCU Station (Inverters/Panelboard/Transformer)	1	Each	$4,000.00	$4,000.00
Haul PCU Equipment to Recycler	1	Each	$230.50	$230.50
Remove Equipment Pad and Foundations	1	Each	$784.49	$784.49
Haul Concrete Foundations	10	Tons	$3.99	$39.90
Disposal of Concrete from Transformer Foundation	10	Tons	$81.00	$810.00
Remove, Haul, and Dispose of Timber Transmission Poles	7	Each	$1,000.00	$7,000.00
Remove and Haul MV Power Cables	1100	Linear Feet	$18.14	$19,954.00
Removal of DC Collector System Cables (copper)	5	Per MW AC	$1,950.00	$9,750.00
Removal of Underground (AC) Cables	1250	Linear Foot	$2.70	$3,375.00
Load and Haul Cables for Recycling	12.02	Ton	$8.25	$99.16
Subtotal Electrical Collection/Transmission System				**$137,021.71**

Electrical removal costs of PV Modules and Combiner Boxes were based on industry standards for installation rates of a two man work crew. PCU Station, MV Equipment and Scada Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and contractor provided information on installation rates. Cable removal assumed using trenching, standard industry production rates.

Site Restoration				
Stabilized Construction Entrance	1	Each	$2,000.00	$2,000.00
Perimeter Controls	3,630	Linear Feet	$3.29	$11,942.70
Till to farmable condition at array areas and basin	20	Acres	$150.48	$3,009.60
Clearing and grubbing for Trees	0.44	Acres	$7,259.43	$3,194.15
Remove Sedimentation Basin	1	Each	$2,332.60	$2,332.60
Subtotal Site Restoration				**$22,479.05**
Site restoration costs are based on past solar project experience.				
Project Management				
Project Manager - half time	25	Weeks	$1,900.00	$47,500.00
Superintendent	25	Weeks	$3,525.00	$88,125.00
Field Engineer	25	Weeks	$2,325.00	$58,125.00
Clerk	25	Weeks	$750.00	$18,750.00
Subtotal Project Management				**$212,500.00**
Standard industry weekly rates from RS Means 2 week schedule used				
Subtotal Demolition/Removals				**$506,165.45**
Contingency (10%)				$50,616.55
Total Demolition/Removals				**$556,782.00**
Salvage				
Fencing	51	Tons	$348.75	$17,723.48
Steel Posts	91	Tons	$348.75	$31,797.79
Module Racking	118	Tons	$348.75	$41,108.65
PV Modules	12,120	Each	$32.76	$397,051.20
Inverters and Transformers	1	Each	$8,904.18	$8,904.18
Scada Equipment	1	Each	$1,000.00	$1,000.00
DC Collection Lines	27,000	Pounds	$0.75	$20,250.00
AC Collection Lines	18000	Pounds	$0.38	$6,840.00
Salvage values are a combination of the following factors; current market metal salvage prices, current secondary market for solar panel module recycling, discussions with national companies that specialize in recycling and reselling electrical transformers and inverters, and the assumption that care is taken to prevent any damage or breakage of equipment				
Subtotal Salvage				**$524,675.30**
Net Demolition Minus Salvage				**$32,106.70**

Notes:

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

Decommissioning Assumptions

To develop a cost estimate for the decommissioning of the Project, the following assumptions and pricing references were utilized. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet.

1. The projected life of the Project is 25-35 years.

2. Decommissioning will utilize a full-time Project Manager or support staff.

3. Common labor will be used for most of the tasks except for heavy equipment operation.

4. Mobilization was estimated at approximately 7% of the total cost of other items.

5. Permit applications required include the preparation of a Storm Water Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.

6. Road gravel removal was estimated on a time and material basis using a 16-foot width and an 8-inch thickness for the access roads. Because the material will not remain on-site, a hauling cost is added to the removal cost. Road aggregate can often be disposed of by giving to landowners for use on driveways and parking areas. Many landfills will accept clean aggregate for use as "daily cover" and do not charge for the disposal.

7. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on-site to replace the aggregate removed from the road.

8. Erosion and sediment control along roads reflect the cost of silt fence on the downhill side of the roads and surrounding all on-site wetlands.

9. In most cases, topsoil is required to be stockpiled on the Project site during construction, therefore any such stockpiled topsoil can be used to replace the road aggregate, once removed. This will help in eliminating the costs for any borrowed landfill. Tilling to an agriculture-ready condition is estimated at $402.87 per acre (based on DOT bid prices for Soil Bed Preparation). The majority of the Project area is assumed to be tilled to an agriculture-ready condition. Because decommissioning activities are not expected to eliminate the grasses and vegetation under the arrays or heavily compact the soils the restoration effort is expected to be limited. Array areas left as pasture will require little restoration effort because the arrays will have been planted with native plants and pollinator seed mixes. As a result, the soils will have been rejuvenated by having been removed from intensive farming.

10. Fence removal includes loading, hauling, and recycling or disposal. The fence and posts weigh approximately 10 pounds per foot.

USA Energy Independence 1 LLC Decommissioning Plan

11. Array support posts are generally lightweight "I" beam sections installed deep into the ground. Crew productivity is approximately 30 posts per hour, and the same crew and equipment should have similar productivity removing the posts, resulting in a per ton cost of approximately $13.38. When salvage values have not been recognized the costs for processing metal to size and the hauling cost to a more distant recycling facility are generally not included, but the minimum decommissioning financial security controls by such a large margin that the lower price for removals and freight are not shown.

12. The underground collector system cables are placed in trenches with a minimum of four feet of cover.

13. To reduce tracking of sediment off-site by trucks removing materials, we have included a stabilized construction entrance price to the “Site Restoration” section based on state DOT bid prices for similar items.

14. Perimeter control pricing is based on a sediment fence placed on the downgrade side of the work area perimeters and protecting wetlands and drainage swales within the project area.

15. No topsoil will be removed from the landowner's property or used on other landowner's property during decommissioning. The majority of the Project site is not anticipated to have been compacted by heavy truck or equipment traffic so no topsoil will need to be imported, and very few areas will need to be de-compacted.

BRISTOL TOWNSHIP ROAD DISTRICT – ENTERPRISE ENERGY SOLAR FARM ROAD USE AGREEMENT

This ROAD USE AGREEMENT (this "Agreement") is made and entered into on July 31, 2025 by and between the Bristol Township Road District (the "Road District"), and USA Energy Independence 1, LLC, a Minnesota limited liability company ("Company"). The Company and the Road District are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Company is a validly existing Minnesota limited liability company authorized to do business in the State of Illinois.

B. The Company intends to construct a solar farm (the "Project") in and across portions of Kendall County, Illinois (the "County").

C. The Company intends to use roads under the Road District's jurisdiction ("Road District Highways") for construction and routine maintenance of the Project.

D. The Company and the Road District desire to address the Company's use of the Road District Highways during the construction of the Project, including the transport of heavy equipment and materials in vehicles which may exceed the number of agricultural vehicles which use the Road District Highways in one year and will also include "Oversize" loads; the transport of certain materials necessary to the construction of the Project, such as concrete and gravel; making certain modifications and improvements (both temporary and permanent) to Road District Highways (including to certain culverts, bridges, road shoulders and other related fixtures) as needed so that Project construction vehicles can pass; and place material and equipment necessary for the Project's operation adjacent to, or under certain Road District Highways.

E. The Road District, pursuant to the Township Code (60 ILCS 1/73-5) and the Illinois Highway Code (605 ILCS 5/6-101 *et seq.*), has authority over and responsibility for local highways under its jurisdiction, including constructing, maintaining and repairing such local highways.

F. Section 9-113 of the Illinois Highway Code, 605 ILCS 5/9-113, grants the Road District authority to impose reasonable and necessary rules, regulations, and specifications for the use of local highways under its jurisdiction by public and private utilities.

G. Section 9-113.01 of the Illinois Highway Code, 605 ILCS 5/9-113.01, imposes liability on public or private utilities for any damage to local highways.

H. Section 9-122 of the Illinois Highway Code, 605 ILCS 5/9-122, imposes liability for damage done to a bridge or culvert.

I. The Company has provided to the Highway Commissioner a map for the Project showing the haul routes, road crossings, and construction access roads, a copy of which is attached hereto as Exhibit "A" and referred to as the "Project Map".

J. The Road District and its Highway Commissioner have a duty to ensure that the public rights-of-way are constructed, used, maintained, and repaired in a manner which serves the residents of the Road District and the public interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Parties, intending to be legally bound, agree as follows herein.

Section 1. Company Undertakings. The Company hereby agrees to and shall cause the contractors, sub-contractors, employees, material suppliers, vendors, transport providers, agents, representatives, and designees (the "Company Representatives") to abide by the terms and conditions of this Agreement. Although the following subparagraphs refer to the Company, the Parties agree that the Company is responsible for Company Representatives abiding by the terms and conditions set forth in this Agreement and the Company shall be responsible for any breach of the terms and conditions set forth in this Agreement by any Company Representatives. Whenever the consent or approval of the Company is required such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the Company shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

(A) The Company shall pay to the Road District One Time Permit Fee listed on the Schedule of Fines and Fees (Exhibit D) prior to the Company's receipt of a Building Permit for the Project. The payment shall be deposited into the Road District's Road and Bridge Fund. This payment shall be deemed to provide permission for the overweight, oversize, and over width vehicles related to the Project to travel upon the Road District Highways as designated on the Project Map and for driveway access and utility installation permits; use and alteration of the Road District Highways and rights-of-way for Project construction as provided for in this Agreement; permits issued in accordance with this Agreement; use of the public right-of-way for installation of electrical utilities; and for the issuance of any other permit, inspection, consent, or approval required under this Agreement. The Parties further agree that the fee compensates the Road District for time spent on this Project by the Highway Commissioner, Road District employees, and Road District's legal counsel prior to the execution of this Agreement, and to ensure the Road District's taxpayers do not bear any financial burden as result of the construction of Project.

(B) The Company shall provide written notice to the Road District identifying all Company representatives who will be authorized to act on the Company's behalf when working with

the Road District and providing regular contact information for all representatives, and emergency contact information (address, telephone, and email) for at least one individual who may be contacted by the Road District in the event of an emergency.

(C) The Company shall submit to the Road District a permit application for utility installations, substantially in the form of *Exhibit E* to this Agreement, and shall not install any utilities until a permit has been issued.

(D) At least twenty (20) days prior to the start of construction on the Project, the Company shall become a member of Joint Utility Locating Information for Excavation ("JULIE"). In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder, the Company shall provide JULIE with the necessary information to update its records and memorialize where the underground cables are located under the Road District Highways and rights-of-way. The Company shall, upon request, provide proof of its membership in JULIE to the Road District. The Company shall preserve and protect all properties of public utility companies, such as lines, conduits, gas or water pipes, sewers and tile lines which run over, through, or under any part of the Road District Highways and rights-of way used by the Company. It shall be the Company's responsibility to contact the various public utility companies and locate their properties before any construction shall start and the Company shall assume full responsibility for reimbursing owners for any damage or injury to such properties which may be caused by the Company's activities and operations.

(E) Should the Company desire to connect a driveway to access the Project to any Road District roads (an "Access Entrance") the Company shall submit an application for an Access Entrance Permit, in the form substantially similar to that attached as *Exhibit F* and shall physically mark the proposed locations of each Access Entrance.

The proposed Access Entrance locations shall:

(1) provide for the most favorable vision, grade, and alignment conditions for motorists using the proposed driveway and the Road District Highway;

(2) not unduly interfere with the free and safe movement of traffic on the Road District Highway;

(3) provide maximum safety and convenience for other users of the Road District Highway rights-of-way; and

(4) not cause a materially adverse effect on existing drainage patterns or cause water to flow across the Road District Highway or pond on the shoulders or in the ditch, or otherwise result in erosion of the Road District Highway or road right-of-way.

(F) Except as otherwise provided for in this Agreement, The Company shall only transport Oversize loads on Road District Highways during daylight hours. The Company shall notify the Road District in writing at least 72 hours in advance of the need to transport Oversize loads, so that the Road District can provide written approval for use of the Road District Highway(s) identified on the permit. A load is considered "Oversize" if:

(1) WIDTH is greater than 14'-06",

(2) LENGTH is greater than 145'-0",

(3) HEIGHT is greater than 15'-0", or

(4) WEIGHT is greater than 120,000 lbs. gross.

An "Oversize" load may also be defined in accordance with information obtained by a Party from IDOT's Permit Office.

(G) The Company shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices, as issued by IDOT. The Company shall schedule Project traffic, including Oversize movements, in a way to reasonably minimize the adverse impact on the motoring public. In the event of traffic conflicts, priority shall be given to emergency response vehicles, rural mail delivery, transportation of children to and from school, the transportation of agricultural commodities and implements of husbandry and funeral processions.

(H) In the event a road closure due related to construction of the Project shall be necessary, the Company shall send notice by e-mail or facsimile to the Road District and its designee(s), local school districts, local postmasters, the Kendall County Highway Department, the County Emergency Services and Disaster Agency, local law enforcement agencies, and fire protection and ambulance service of the road closure, including section of the road to be closed and duration of closure, at least 24 (twenty-four) hours in advance of the closure.

(I) The Company shall be required to coordinate with, and receive the approval of, the Road District for any road closures contemplated to last for a duration longer than two (2) consecutive hours. In no event shall the duration of a road closure exceed four (4) consecutive hours. Any road closure in excess of four (4) consecutive hours shall cause the Company to incur an Excessive Road Closure fee, pursuant to *Exhibit D*.

(J) At its expense, the Company shall:

(1) Post signs for all highway construction zones, including road and intersection closures. All road closures shall comply with IDOT BLR Standard 21, with RC 500, RCA and Road Closed signs.

(2) Post signs or mark routes for Project construction traffic in accordance with the Project Map (Exhibit A).

(3) Obtain and post signs advising "No Construction Traffic" at various locations as an aid to traffic management.

All such signs or postings shall comply with the Manual on Uniform Traffic Control Devices.

(K) All traffic related to the construction of the Project, including that of Company Representatives, shall exclusively use the routes designated for use by construction traffic on the Project Map (Exhibit A). The Parties understand that traffic related to the construction of the Project shall not include Company Representatives travelling in passenger vehicles during meal breaks or at other times when restricting travel to the use of routes designated for construction traffic would be impractical. In the event this provision is violated by the Company, the Road District may issue a Notice of Violation (Exhibit B) and impose a fine, pursuant to the Schedule of Fines and Fees (Exhibit D). The Company shall be obligated to repair any road damage resulting from the Company' improper use of Road District Highways.

(L) The Company shall keep all Road District Highways and appurtenances used by the Company clear of mud, dirt, dust, spilled or tracked material, garbage, obstructions, or other hazards created or caused by Company's construction activities. Upon request of the Road District, the Company shall clear any construction-related mud, dirt, debris, garbage, obstructions, or hazards from a Road District Highway, culvert, or ditch within two (2) hours after the request is made. If the Company fails to act within this time frame, the Road District may take remedial action and may close the road until the road is made safe and the Road District may issue a Notice of Violation and impose a fine, pursuant to the Schedule of Fines and Fees (Exhibit D). The Company is not responsible for the removal of mud or debris related to third-party agricultural operations.

(M) The Company shall not use Road District Highway rights of way as storage or staging areas or as parking areas for the Company's or the Company's Representative's vehicles and equipment, without the express permission of the Road District.

(N) Any fences erected by the Company shall be located so as not to impede the view of drivers approaching any right of way.

(O) Should it be deemed necessary to widen any corner radius of a Road District Highway to facilitate the turning movements of the transport trucks used by Company or Company Representatives, such modifications shall be designed by an engineer licensed to work in the State of Illinois and shall satisfy the applicable sections of the current Bureau of Local Roads and Streets Manual (and any updates thereto) issued by IDOT (the "IDOT Standards"). The proposed modifications must be approved by the Highway Commissioner before any changes are made to an intersection. When the widened corners are no longer needed, the Company shall repair all damage, return the corners substantially to their original lines and grades, and ensure proper drainage in accordance with IDOT Standards, unless

the Highway Commissioner requests that the widened corners remain as improved and the Company prepares, obtains, and records with the County Recorder all permanent easements needed for the widened corners to remain in place in favor of the Road District in a form approved by the Road District.

(P) The Company shall use commercially reasonable efforts to obtain permanent easements from private landowners so that widened road corners, drainage structures or other improvements intended to be permanent in nature can remain fully in place. The Company shall prepare, obtain, and record with the County Recorder permanent easements in favor of the Road District in a form approved by the Road District.

(Q) The Company shall pay for the costs of all repairs to all Road District Highways and appurtenances that are damaged by the Company or Company Representatives during the construction of the Project in accordance with Section 4 of this Agreement.

(R) Should construction on the Project be suspended for an extended period (more than three (3) days), the Company, at its expense, shall take such measures as are reasonably required during an extended work suspension to provide for safe vehicular travel on Road District Highways during the period work is suspended. Such measures may include, but are not limited to, laying additional gravel, installing barriers, posting signs or providing interim repairs or protections such as spray patching. The suspension of construction may be caused by, but is not limited to, seasonal weather conditions, "acts of God", or labor disagreements. If work is suspended for a period exceeding six (6) months, then reconstruction and repair of the Road District Highways in accordance with Section 4 of this Agreement shall begin.

(S) All action taken the Company to prepare the roads for winter conditions and the plowing of the roads by the Road District shall be subject to the supervision of the Road District. In the event rapidly changing winter weather conditions, such as a sudden thaw, make road conditions hazardous, the Road District may close the road to construction traffic upon providing reasonable notice to the Company.

(T) The Road District and/or its designee(s) shall have access to the Road District Highways at all times to inspect the roads, culverts, adjacent ditches, *etc*. The Company shall reimburse the Road District for all reasonable and documented third-party costs for oversight and management of the inspection process, including but not limited to on-going engineering and surveying fees, incurred in connection with any and all the road issues relating to the construction of the Project, coordination of construction traffic, issuance of required permits and repairs to the Road District Highways and all roadway appurtenances. The Road District shall notify the Company in advance of incurring such costs. Payments shall be made within thirty (30) days of receipt of such engineering bill or other bills by the Company or request for reimbursement from the Road District, which request for reimbursement shall be provided monthly.

(U) In accordance with Section 9-104 of the Illinois Highway Code, all section corner stones and monuments shall be properly preserved.

(V) The Road District may issue a Notice of Violation (Exhibit B) and impose a fine pursuant to the Schedule of Fines and Fees (Exhibit D), if the Road District is notified of and determines a traffic control deficiency exists. Before issuing a Notice of Violation the Road District shall notify and direct the Company to correct the deficiency within a specified time based upon the urgency of the situation and the nature of the deficiency. Such time for curing a traffic control deficiency may be extended as may be reasonably required due to the nature of the deficiency; provided, that the Company is using diligent efforts to actively cure the deficiency. A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan.

(W) To the extent permitted by law, the Company will defend, indemnify, and hold the Road District, Bristol Township and its elected officials, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from the Company's or Company Representatives' breach of this Agreement; failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of the Company or the Company Representatives in the discharge of those duties and responsibilities.

(X) The Company agrees that, in the event the planned solar farm is decommissioned (decommissioning being the process of removing all solar farm equipment from the location where it is being installed), the Company shall work in good faith with the Road District to develop a suitable decommissioning plan to protect and repair any damage done to the Road District's roads during the decommissioning process, with provisions substantially similar to those in Sections 3 and 4 of this Agreement governing the inventory and repair of the Road District roads.

(Y) Prior to receiving a building permit from Kendall County for construction of the Project, the Company agrees to dedicate certain rights-of-way to the Road District depicted on the Road Dedication Map, attached hereto as *Exhibit G*. The Company's receipt of said building permits shall be conditioned upon the transfer of the above-described rights-of-way.

Section 2. Road District Undertakings. In consideration of the obligations of the Company under this Agreement, the Road District agrees to permit the Company and the Company Representatives access to the Road District's Highways and appurtenances as identified on the Project Map (Exhibit A) and as provided for in this Agreement. Whenever the consent or approval of the Road District is required such consent or approval shall be in writing and shall not be unreasonably withheld or delayed.

(A) The Road District consents to the use of the Road District Highway's rights-of-way for utility encroachments for the Project provided the Company submits a permit application for

utility installations and the installation conforms to good utility practice. Any parallel utility installations shall be no closer than twenty feet (20') from the edge of public right-of- way, unless otherwise agreed upon by the Company and the Road District. Any proposed cable installations within one hundred fifty feet (150') of any bridges or box culvert shall be subject to review and approval by the Kendall County Engineer. Any utility permit issued by the Road District is effective only to the extent of Road District's property interest and shall not be binding on any owner of a fee over or under which the highway is located. It shall be the solely Company's responsibility to obtain the necessary approval of any owner of the fee over or under which the highway is located if such approval is required.

(B) The Road District consents to Access Entrances from Road District Highways provided the Company submits a permit application for a road entrance and the installation conforms to the requirements stated in Section 1(E) and the permit application.

(C) In the event weather conditions, such as a sudden thaw, make road conditions hazardous, the Road District may close the road to construction traffic upon providing reasonable notice to the Company.

(D) The Road District will issue individual "Oversize" permits provided the Company submits a corresponding permit application submitted to IDOT and the proposed movement conforms to the requirements stated in this Agreement and the permit application.

(E) The Road District will coordinate with Company and Company Representatives so as to minimize the adverse impact of Project construction on the motoring public and the Road District's Highways.

(F) The Road District will perform all routine maintenance on the Road District Highways in accordance with Section 4(B) of this Agreement.

Section 3. Road Inventory.

(A) Pre-Construction Inventory. At least fourteen (14) days before using the Road District Highways, the Company shall perform a survey to record the condition of the pavement surface of the Road District Highways designated on the Project Map (Exhibit A) (the "Inventory"), and shall promptly submit the "Inventory" to the Road District for review. The Inventory shall consist of high definition video, or high quality photographs, providing a viewer a virtual drive of the Road District Highways. In addition, to the extent reasonably accessible, the Company shall take photographs of the interior of all bridges, box culverts, culverts, and the road surface above each bridge, box culvert and culvert on Road District Highways designated for use by construction and delivery vehicles. The Road District will provide the Company copies of any plans, cross-sections and specifications relevant to the existing road structure in possession of the Road District, if requested.

For any drainage structures on the Road District Highways designated for use during Project construction, the Company shall hire an independent engineer licensed to work in the State of Illinois and acceptable to the Road District, to inspect all such bridges, culverts, and box culverts, and a load rating of all load carrying components of any such bridge or box culvert shall be completed by an Engineer. The inspection report shall set forth recommendations as to actions, if any, to be taken in advance of Project construction to assure that the bridges and box culverts can withstand the volume and weight of Project construction vehicles. If the inspection report concludes that a bridge or box culvert is structurally insufficient to handle the projected loads, it shall not be used by the Company, unless the Company, subject to the approval of the Road District, first makes pre-construction improvements such that the bridge or box culvert is then capable of withstanding the volume and weight of Project construction vehicles. The Engineer shall provide to its report to the Company and the Road District at the same time.

(B) Post-Construction Inventory. Upon completion of construction of the Project, the Company shall perform a post- construction survey, the methods of which shall be identical to those of the pre- construction survey of the highways and drainage structures. The two sets of data will be compared and if there is any damage in excess of the original survey, the parties shall negotiate to determine the extent of the repairs or improvements needed to repair the Road District Highways and drainage structures in accordance with Section 4.

Section 4. Repair and Maintenance of the Road District Highways.

(A) Any repairs to the Road District Highways conducted by the Company shall meet the requirements of IDOT's Standard Specifications and Supplemental Specifications in effect at the time of repair, unless otherwise provided in this Agreement or otherwise approved by the Road District.

(B) The Company, at its sole expense, shall maintain the Road District Highways and roadway appurtenance to the extent damage and/or degradation is caused by the Company and the Company's Representative(s) and repairs or maintenance work is needed to ensure the continued safe passage of the motoring public. To the extent a condition exists posing an immediate threat to public safety, the Company shall immediately implement repairs required to make the Road District Highway safe for the motoring public.

If any necessary repair or maintenance action is not promptly undertaken by the Company, the Road District may initiate the necessary repair and the Company shall reimburse the Road District for the reasonable costs of such repairs within thirty (30) business days of a written request for reimbursement.

(C) The daily routine maintenance of all Road District Highways, including snow removal, striping, and routine signage shall remain the responsibility of the Road District.

(D) The Company shall bear financial responsibility for necessary improvements and repairs to the Road District Highways as a result of Project construction, including the costs incurred for engineering estimates and inspections.

(E) Upon the Road District's determination, to be made in coordination with the Company, that construction of the Project, or a portion of the Project, is substantially complete, the Highway Commissioner, a representative from the Company, and civil engineers as the Parties may select, shall meet and review the condition of the Road District Highways and discuss the required post-construction road repairs (the "Road Repairs"). Following the on-site review of the Road District Highways, the Parties shall make a good faith effort to promptly and mutually agree to the needed Road Repairs, as well as the cost of the Road Repairs.

(F) The Company shall engage contractors and material suppliers qualified to perform work in compliance with IDOT Standards (unless the applicable work is not required by this Agreement to be in compliance with IDOT Standards) and approved by the Road District to perform the agreed upon Road Repairs.

(G) The Parties shall make a good faith effort to resolve any disagreements about the nature and/or scope of the Road Repairs, the projected costs of those repairs or the performance of road work by the Company. In the event the negotiation efforts of the Parties are unsuccessful, upon written demand by either Party, the Parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which regularly practices and has experience in highway construction and design standards in Illinois.

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 an on-site inspection of the Road District Highways and shall be entitled to all information and documentation deemed reasonable for the Neutral Engineer to make a determination. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement and issue a written report, which shall be final and binding upon the Parties. The costs for such inspection and report by the Neutral Engineer shall be paid by the Company.

(H) Upon completion of the Road Repairs, the Company shall provide written notice to the Road District (the "Completion Notice"). Upon receipt of the Completion Notice, the Road District shall have ten (10) business days to inspect the Road Repairs and provide written notice to the Company that the Road Repairs are accepted or rejected in whole or in part, which determination shall be made in good faith by the Road District.

(a) If the Road District rejects the Company's Road Repairs, the Road District

shall state the work rejected, the action required to make the rejected work acceptable, and a reasonable time period for the completion of the work (the "Punch List Work"). Upon completion of the Punch List Work, the Company shall provide another Completion Notice to the Road District. If the Company disputes the Road District's rejection of its Road Repairs and/or the Punch List Work and the Parties are unable to resolve the dispute, the Parties may submit the dispute to the Neutral Engineer, as provided for in this Agreement, for resolution.

(b) The Company's Road Repairs shall be deemed accepted by the Road District (the "Date of Acceptance") upon the earliest to occur of the following events:

(i) the Road District's issuance of a written notice that the Road Repairs are accepted; or

(ii) the Road District's failure to provide a written rejection of the Company's Road Repairs along with the Punch List Work to the Company within ten (10) business days of the Road District's receipt of the Completion Notice; or

(iii) upon receipt of a determination confirming completion of the Road Repairs by the Neutral Engineer.

(I) The warranty period for the Company's Road Repairs shall expire three (3) years from the Date of Acceptance (the "Warranty Period"). The Road District shall promptly notify the Company of any suspected breach of warranty. Upon receipt of such notice, the Company shall re-perform any road work to the extent that it was in breach of warranty.

Section 5. Financial Security.

(A) At least fifteen (15) days prior to the commencement of use of the Road District Highways, the Company shall provide to the Road District an irrevocable Letter of Credit in the amount of One Hundred Thousand Dollars ($100,000.00) (the "Letter of Credit") issued by an FDIC-insured financial institution located in the United States of America; provided that the Letter of Credit may be issued by a United States branch of a foreign bank, substantially in the form attached as *Exhibit C* to this Agreement.

(B) Throughout the Term of this Agreement, the Road District may request an increase or decrease in the amount of the Letter of Credit if road repair costs change due to changes in market conditions. The party requesting a change in the amount of the Letter of Credit must provide supporting documentation of for the request that is acceptable to the other party. Following receipt of such request the Company shall have forty-five (45) days to cause the applicable issuing bank to change the stated amount of the Letter of Credit to the periodically revised estimate. Following receipt of such request from the Company, the Road

District shall promptly provide its written consent to the change in amount and execute any other documentation required by the applicable issuing bank to effect such a change.

(C) Should the cost or expense of any of the Company's financial responsibilities under this Agreement exceed the amount stated on the Letter of Credit, the Company shall remain liable for any additional cost or expense.

(D) The Letter of Credit may be used by the Road District, in its reasonable discretion, to cure any uncured defaults of any kind or nature with respect to the Company's obligations under this Agreement, including, but not limited to:

(1) The Company's failure to pay any obligations under this Agreement within thirty (30) days of receiving such notice, which obligations shall include without limitation, modification, repairs, and improvement of the Road District Highways, subject to the Warranty Period and dispute resolution mechanisms set forth in Section 4;

(2) Failure to keep any insurance policy required by this Agreement in effect.

(3) Company's failure to pay its' contractors, subcontractors, material suppliers, and other entities doing working on behalf of Company pursuant to this Agreement could result in a Mechanics' Lien claim.

(4) the Company's failure to pay any contractors, subcontractors, material suppliers, engineers or others (a "Lien Claimant") for work performed in connection with this Agreement, as may be evidenced by the Road District or Township's receipt of a Notice of Claim pursuant to the Mechanics Lien Act;

(5) reimbursement for emergency actions by the Road District to respond to an incident related to construction of the Project to protect public health and safety; or

(6) reimbursement for such other actions or costs incurred as are provided for under this Agreement.

(E) The Road District shall not draw on the Letter of Credit until ten (10) calendar days after the delivery of a written notice to the Company specifying a default hereunder by the Company, during which ten (10) calendar days the Company may cure such default and, in the event the Company so cures, the Road District shall not draw on the Letter of Credit on account of such default.

(F) At the conclusion of the Warranty Period, the Road District shall return the Letter of Credit to the Company. Upon receipt of the Letter of Credit from the Road District, the Company shall have no further obligation to maintain the Letter of Credit and the Letter of

Credit shall be cancelled. The Road District shall provide the Company any reasonable documentation requested by the issuing bank to evidence the cancellation request.

Section 6. Insurance.

The Company shall at all times throughout the term of this Agreement maintain in full force and effect, the following insurance coverages.

(A) Workers Compensation and Employers Liability insurance covering all employees engaged in the work to the limits required by the applicable laws in the State of Illinois;

(B) Commercial Automobile Liability insurance covering all motor vehicles, including owned, hired and non-owned autos operated and/or licensed or leased by Company and engaged in constructing or overseeing construction of the Project. Limits of liability shall not be less than a combined single limit of Two Million Dollars ($2,000,000) for the accidental death of one or more persons, or damage to or destruction of property as a result of one accident.

(C) Commercial General Liability Insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate covering the activities of the Company contemplated by this Agreement, without restricting the generality of the foregoing, such coverage shall include, but not be limited to, bodily injury and property damage, products and completed operations and contractual liability. Limits of liability can be achieved by a combination of General Liability and Umbrella/Excess Liability policies.

(D) Sudden and accidental pollution liability with minimum limits of Three Million Dollars ($3,000,000) per claim and in the aggregate covering bodily injury and property damage covering activities of the Company.

The insurance shall be written by a company rated by A.M. Best of no less than A- (XV) or as otherwise determined to be acceptable by the Road District.

Bristol Township, the Bristol Township Road District, their respective elected and appointed officials, agents, and employees shall be named as additional insureds with respect to the Commercial General Liability policy.

The Company may utilize any combination of primary and/or excess insurance to satisfy the above requirements. The Company shall submit a Certificate of Insurance to the Road District prior to the initiation of any work or transportation of any materials or equipment on the Road District Highways. The Certificate of Insurance shall demonstrate that the insurance carrier shall provide a thirty (30) day written notice of cancellation with an exception to be made in the event of a cancellation due to nonpayment of premium for which the notification

period shall be ten (10) days. Notice of cancellation in either case shall be provided to the Road District. The cancellation of liability insurance required under this Section 7 shall be considered an event of Default under this Agreement.

Section 7. Miscellaneous.

(A) Recitals. The recitals set forth in the Agreement are hereby incorporated herein and made a part of this Agreement.

(B) Remedies and Enforcement. The parties may enforce or compel the performance of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance as well as other remedies available at law or in equity. Notwithstanding the foregoing, the Road District may, without notice, take remedial action if immediate hazards exist and the Company is unable to or fails to take immediate action to make the Road District Highways safe and any costs reasonably incurred by the Road District in such a circumstance shall be reimbursed by the Company.

(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) 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 the Parties.

(E) 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 Party against whom enforcement is sought.

(F) Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by email transmission, when transmitted to the email address set forth below, when actually received.

Company: USA Energy Independence 1, LLC
Attn: Daniel Gorman
2925 Dean Parkway Ste 300
Minneapolis, MN 55416
DanielG@EnterpriseEnergy.com
Phone: 651-497-5805

With a copy to:

USA Energy Independence 1, LLC
Attn: Evan Carlson
[redacted]
Phone: [redacted]

Road District: Highway Commissioner
Bristol Township
9075 Corneils Road
Bristol, IL 60512
Phone: 630-553-0101

With a copy to: Shawn P. Flaherty
Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
[redacted]
Phone: [redacted]

or to such other party or address as any Party hereto may from time to time designate in a written notice to the other Party.

(G) Counterparts. This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

(H) Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, irrespective of any conflict of laws provisions. The Parties agree that any disputes arising out of, related to, or connected with this Agreement shall be litigated, if at all, solely in the Circuit Court for the Twenty-Third Judicial Circuit, Kendall County, Illinois.

(I) Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, and their respective successors, assignees, and legal representatives. This Agreement may not be assigned without the written consent of the other Party hereto, which will not to be unreasonably withheld. Any such permitted assignment will not relieve the Company of its obligations under this Agreement. Prior to any assignment, the Company shall provide to the Road District a written sworn statement executed by the proposed assignee stating that the assignee has received and read a complete copy of this Agreement, including the exhibits, and agrees to be bound by the terms and conditions of this Agreement.

(J) Termination. The Company shall have the right to terminate this Agreement at any time for convenience before Project construction starts by providing (10) business days' prior written notice to the Road District of its intent to terminate this Agreement. In the event such termination occurs, the Company's obligations to pay for third party costs incurred by the Road District prior to termination shall survive.

(K) This Agreement shall remain in place until the expiration of the Warranty Period, defined under Section 4(I) of this Agreement.

(L) No Waiver or Relinquishment of Right to Enforce Agreement. Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

(M) Attorney's Fees and Costs. The Company agrees to reimburse the Road District for all reasonable and documented attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course.

(N) Construction of Agreement. In the event of any ambiguity in the terms of this Agreement that the Parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the Road District.

[Remainder of page intentionally blank. Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

BRISTOL TOWNSHIP ROAD DISTRICT,
an Illinois Unit of Local Government

By: [redacted]
Highway Commissioner

Attest:

By: [redacted]
Township Clerk

USA Energy Independence 1, LLC

By: [redacted]
Evan Eavkon
Title: Manager

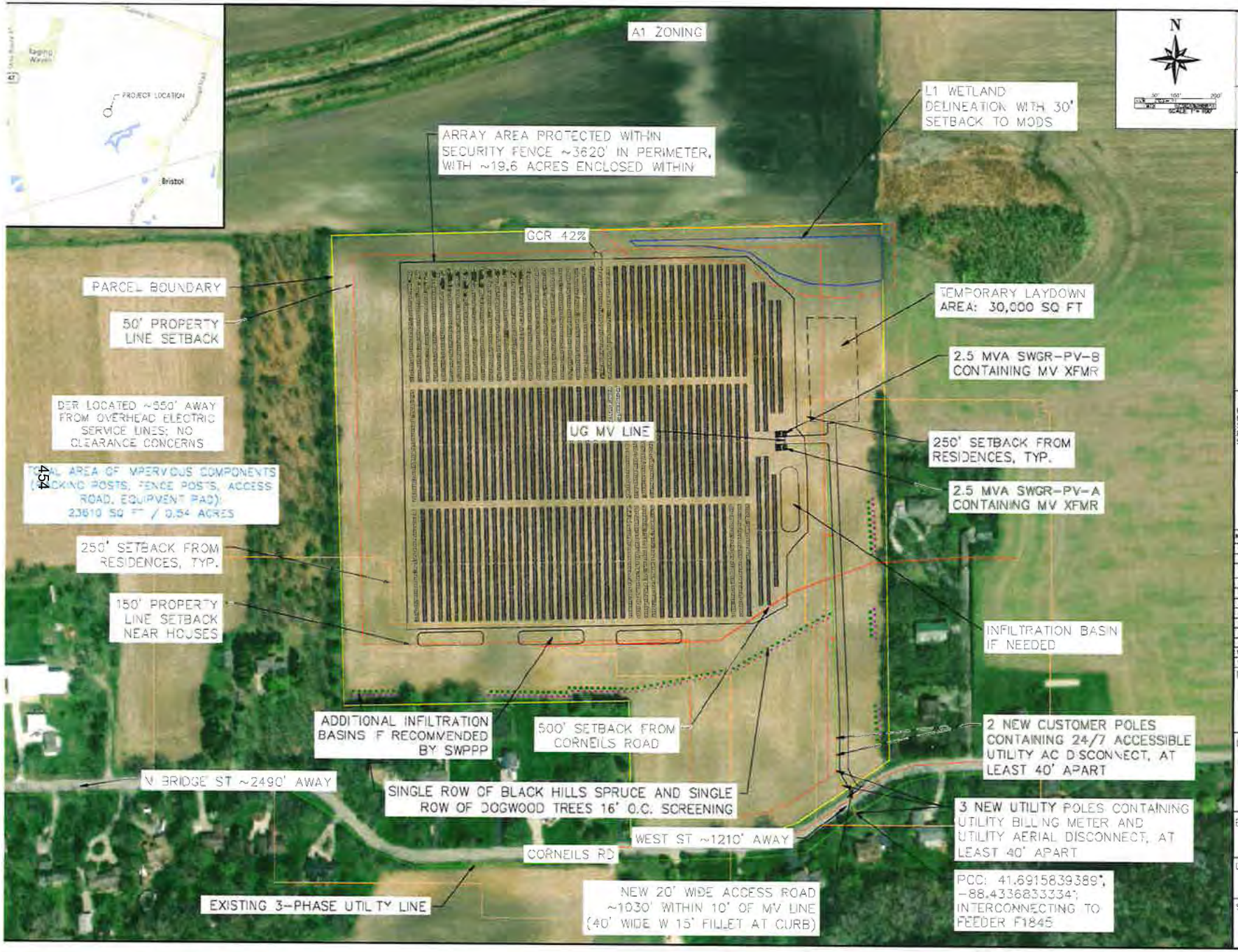
Attest:

By: [redacted]
Title: Developer

List of Exhibits:

Exhibit A:	Project Map
Exhibit B:	Notice of Violation form
Exhibit C:	Letter of Credit
Exhibit D:	Schedule of Fines and Fees
Exhibit E:	Utility Permit Application
Exhibit F:	Access Permit Application
Exhibit G:	Road Dedication Map

EXHIBIT A – PROJECT MAP



ENTERPRISE ENERGY

2925 DEAN PARKWAY, EXECUTIVE STE 300
MINNEAPOLIS, MN 55416
612-670-7152
WWW.ENTERPRISEENERGY.COM

THIS DRAWING IS THE COPYRIGHT PROPERTY OF ENTERPRISE ENERGY, LLC. IT MAY NOT BE REPRODUCED (IN WHOLE OR PART) FOR OTHER THAN THE PROJECT NAMED WITHOUT THE WRITTEN CONSENT OF ENTERPRISE ENERGY, LLC

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5,834
AC SYSTEM SIZE (kWAC)	5,000
DC/AC RATIO	1.167
QTY PV MODULES	9,888
QTY INVERTERS	20
ARRAY TILT	+/- 52°
ARRAY AZIMUTH	179°
PV MODULES SPECIFICATIONS	
MANUFACTURER	Q.CELLS
MODEL NUMBER	Q.PEAK DUO XL-G11S.3/BFG
POWER (MDC-STC)	590
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLECTRIA
MODEL NUMBER	XGI 1500 250/250-600
MAX OUTPUT POWER (kWAC / kVA)	250 / 250
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS

NO.	INITIALS	REVISION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	6/27/2024
1	SC	PLANTED SOLAR	10/22/2024
2	ISA DESIGN	CUP PACKAGE	12/23/2024
3	IC	DESIGN CHANGES - FT	1/16/2025
4	IC	POLES MOVED WEST; SCREENING SHIFT	2/3/2025
5	IC	MATERIAL MODIFICATION	2/13/2025
6	IC	WETLAND UPDATE & ROAD MOVED	3/18/2025
7	SC	ROW SPACING	7/21/2025
8	SC	DESIGN CHANGES - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692296°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

SITE PLAN

SHEET:	SHEET SIZE:
AC01	22"x34"

Attachment 27 Page 65

EXHIBIT B – NOTICE OF VIOLATION

NOTICE OF VIOLATION

Deliver to:
Enterprise Energy, LLC
[address]

copy:
[name]
[address]

Method of Delivery: _____

Notice is hereby given to the Company that the following violation of the Road Use Agreement entered into by the Road District and the Company has occurred:

Check one:	Type of Violation:	Fine:
	Failure to clean roadway (Road Use Agreement Sec. 1(L))	
	Use of Unauthorized Roads (Road Use Agreement Sec. 1(K))	
	Traffic Control Deficiency (Road Use Agreement Sec. 1(V))	
	Extended Road Closure (Road Use Agreement Sec. 1(I))	

Notes: _____

_____

_____

Location: _____

Date & Time: _____

Individuals Involved: _____

_____

_____

Signature: _____
Name: _____
Title: _____

All amounts due pursuant to this Notice must be delivered within 30 days to the Bristol Township Road District, 9075 Corneils Road, Bristol, IL 60512.

EXHIBIT C – LETTER OF CREDIT FORM

LETTER OF CREDIT

For the Benefit of:
Bristol Township Road District
Highway Commissioner
Bristol Township
9075 Corneils Road
Bristol, IL 60512
Phone: 630-553-0101

Applicant:
Enterprise Energy
[insert address]

[DATE]

Irrevocable Letter of Credit No. _____
Stated Amount: $_____
Effective Date: _____
Expiration Date:_____

Issuing Institution: [insert name]
[insert address]

We irrevocably authorize you to draw on us from time to time for the account of the Bristol Township Road District, Kendall County, Illinois (the "Beneficiary") amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in substantially the form of Attachment 1 hereto manually purportedly signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to [insert issuing bank information], (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by [11:00 A.M. Central Time] on any Business Day, payment will be made not later than [3:00 P.M. Central Time] on the following Business Day and if a draw request is so presented to us after [11:00 A.M. Central Time] on any Business Day, payment will be made on the second succeeding Business Day not later than [1:00 P.M. Central Time]. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of [insert state of issuing bank].

This Letter of Credit shall expire on the Expiration Date stated on the preceding page.

It is a condition of this Letter of Credit that the expiration date shall be automatically extended without amendment for one (1) year from the expiration date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days prior to any such expiration date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, not later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery to the Beneficiary and to Shawn P. Flaherty, Ottosen DiNolfo Hasenbalg & Castaldo, Ltd., 1804 N. Naper Blvd., Suite 350, Naperville, Illinois, 60563. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any other document, instrument or agreement, whether or not referred to herein.

This Letter of Credit contemplates multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced or reinstated by subsequent amendments hereto. No amendment to this Letter of Credit shall be effective without the written concurrence of the Letter of Credit Issuer, the Applicant, and the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit. This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600") and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

BANK NAME

DRAW REQUEST

BANK NAME
STREET ADDRESS
CITY, STATE ZIP

Copy to: [name]
[address]

Dear Sirs,

The undersigned on behalf of the Bristol Township Road District, Kendall County, Illinois (the "Beneficiary" hereunder) hereby requests a draw in the amount of $ _____ (this "Draw") against the Irrevocable Letter of Credit _____ dated _____, 20__, (the "Letter of Credit"), issued by BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that:

A. This Draw is authorized by a Road Use Agreement, entered into between Enterprise Energy, LLC and the Beneficiary on [DATE] (the "Road Agreement").
B. The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded. [alternative basis: The Beneficiary has received notice from the Bank of its intention not to extend the Letter of Credit beyond the current expiration date and Enterprise Energy, LLC has failed, prior to the close of business on [_] [insert date which is not more than thirty (30) days before the present expiration date], to deliver to Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement].
C. The Beneficiary has given written notice of such default to Enterprise Energy, LLC, in accordance with the terms of the Road Agreement and Enterprise Energy, LLC has failed to cure the default within ___ days after receipt of the written notice.
D. This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.
E. You are directed to make payment of this Draw to: [NAME]

IN WITNESSWHEREOF, the undersigned has executed and delivered this request on this _____ day of _____, 20__.

Bristol Township Road District as Beneficiary
By: _____
Name: _____
Title: _____

EXHIBIT D – SCHEDULE OF FINES AND FEES

ONE-TIME PERMIT FEE:	**$12,000**
FAILURE TO CLEAN ROADWAY:	**$1,000**
USE OF UNAUTHORIZED ROADS:	**$5,000**
TRAFFIC CONTROL DEFICIENCY:	**$2,500**
EXTENDED ROAD CLOSURE FEE (per half hour):	**$500**

ALL FINES AND FEES ARE DUE AND OWING TO THE ROAD DISTRICT WITHIN 30 (thirty) DAYS OF COMPANY'S RECEIPT OF A NOTICE OF VIOLATION.

Unless otherwise indicated, all fines and fees are Per-Occurrence

EXHIBIT E – UTILITY PERMIT APPLICATION

BRISTOL TOWNSHIP APPLICATION FOR WORK PERMIT

UTILITY / APPLICANT	CONTACT PERSON
ADDRESS	TELEPHONE NO.
	W.O. NO.
	DATE

Subject to the provisions, conditions, and restrictions set forth by a franchise agreement with the Kendall County Board, and in accordance with 605 ILCS 5/9-113 et al, permission is hereby requested from the following highway authority to complete the described work within rights-of-way.

Highway Authority: Highway Comissioner

Contact Person: Brian Stillmunkes

Address: Bristol Township Highway Dept.
9075 Corneils Rd
Bristol, IL 60512

DESCRIPTION OF WORK (ATTACH DETAILED PLANS)

Location: _____

Description: _____

_____

_____

_____

FOR THE UTILITY / APPLICANT		FOR BRISTOL TOWNSHIP	
Signature:	_____	**Signature:**	_____
Title:	_____	**Title:**	HIGHWAY COMMISSIONER
Date:	_____	**Date:**	_____

Rev. 02.23.24

ATTACHMENT A

CONDITIONS AND SPECIFICATIONS FOR ALL WORK PERFORMED WITHIN TOWNSHIP RIGHTS-OF-WAY.

X	**There are buried electrical lines and/or detector loops in the vicinity of this permit.** Permittee **must** locate all non-utility-owned lines using a state-certified electrician.
X	**There are underground storm sewers or field tile in the vicinity of this permit.** Permitee **must** coordinate work with highway authority to avoid conflicts.
X	**Other: Permittee and Contractor performing work under this permit shall hold harmless and indemnify BRISTOL TOWNSHIP HIGHWAY DEPARTMENT and its agents and employees in accordance with Article 107.26 of the Standard Specifications for Road and Bridge Construction in Illinois. Additionally, any and all contractors performing work shall obtain and keep in force insurance in accordance with Article 107.27 of the Standard Specifications. Finally, the Contractor shall name BRISTOL TOWNSHIP HIGHWAY DEPARTMENT as an additionally insured and shall provide a Certificate of Insurance to the Highway Department prior to entering the public right-of-way.**

1. Traffic Control shall be provided in accordance with Illinois Department of Transportation Standards for any encroachment on or near the roadway.

2. Construction of utilities shall be in accordance with the approved permit as it relates to location and depth of bury for all appurtenances.

3. Absolutely no open-cutting of TOWNSHIP HIGHWAY is allowed without express written consent of the HIGHWAY COMMISSIONER. Auger pits shall be located not closer than 10' from the edge of pavement.

4. All field tiles damaged by excavation operations shall be repaired immediately to the satisfaction of the HIGHWAY COMISSIONER.

5. Upon installation of underground facilities, all excavated areas within the limits of the public right-of-way shall be returned to the original lines and grades found before excavation was undertaken.

6. All disturbed areas shall be restored in accordance with the following requirements, and as detailed by Illinois Department of Transportation in the Standard Specifications for Road and Bridge Construction, adopted January 1, 2012.

   a. Fertilizer shall be applied in accordance with article 250.04 of the Standard Specifications.
   b. A seedbed shall be prepared in accordance with article 250.05 of the Standard Specifications.
   c. Seeding shall be applied in accordance with article 250.06 of the Standard Specifications.
   d. Seeding mixture shall be Class 2A (Salt Tolerant Roadside Mix), except at those locations in established lawns, where Class 1 (Lawn Mixture) shall be used. Refer to article 250.07 of the Standard Specifications for seed mixture details.
   e. Erosion Control Blanket shall be placed over all seeded areas in accordance with article 251.04 of the Standard Specifications.

7. BRISTOL TOWNSHIP Highway Department shall be notified at least 24 hours in advance of construction operations on any and all township highways in Bristol Township.

_____ _____

Authorized Signature of Permittee Date

EXHIBIT F – ACCESS PERMIT APPLICATION

Township Highway Access Permit

Application for Access to Township Roadway in Kendall County, Illinois

See Attached Highway Commissioner List for Appropriate Township

TO BE COMPLETED BY APPLICANT

Applicant Name (Print): _____ P.I.N. #: _____

Address of Proposed Access (if available): _____

Subdivision Name: _____ Lot No: _____

Mailing Address (if different): _____

Phone: _____ Fax: _____ Email: _____

Contractor Name: _____ Contractor Phone: _____

I have read and understand all of the attached specifications and requirements for access installation at the proposed location. Inspections require 24-hour advance notification.

_____ _____

Applicant Signature Date

TO BE COMPLETED BY ROAD DISTRICT

Culvert Diameter (in): _____ Length (Minimum): _____ Type: _____

Flared End Sections Required: _____ Saw Cut Barrier Curb Required: _____

Additional Requirements: _____

_____

Application Approval

_____

Township Road District Signature

_____ _____

Print Name Date

Final Construction Approval

_____

Township Road District Signature

_____ _____

Print Name Date

Rev. 2/2021

KENDALL COUNTY TOWNSHIP HIGHWAY COMMISSIONERS 06/04/2021

Tom Richards
202 S. East Street
Highway Commissioner, Big Grove
Newark, IL 60541
815-378-9886 (cell)
tfrichards63@gmail.com

Jeff Corneils
Highway Commissioner, Bristol
P.O. Box 165
Bristol, IL 60512
630-553-0101 (Office)
630-553-0118 (FAX)
bristoltwsp@comcast.net

Brad Mathre
Highway Commissioner, Fox
P.O. Box 122
Millbrook, IL 60536
630-553-5904 (Office)
foxtownship01@gmail.com

Doug Westphal
Highway Commissioner, Kendall
9925 Route 47
Yorkville, IL 60560
630-553-7133 (Office)
630-553-6525 (FAX)
dwestphal@kendalltwp.com

Kevin Kunkel
Highway Commissioner, Lisbon
14492 Brisbin Road
Newark, IL 60541
815-482-4859 (cell)
bushnellequipment@yahoo.com

Dick Wade
Highway Commissioner, Little Rock
611 W. Main St.
Plano, IL 60545
630-552-3304 (Office)
630-552-1316 (FAX)
littlerockhwy@aol.com

Gary Hostert
Highway Commissioner, Na-Au-Say
1312 Wheeler Road
Plainfield, IL 60544
815-254-7708 (Office)
630-554-0910 (FAX)
naausayroad@hughes.net

Claude Ainsworth
Highway Commissioner, Oswego
P.O. Box 792
Oswego, IL 60543
630-264-4587 (Office)
630-264-6695 (FAX)
cainsworth@oswegotownship.com

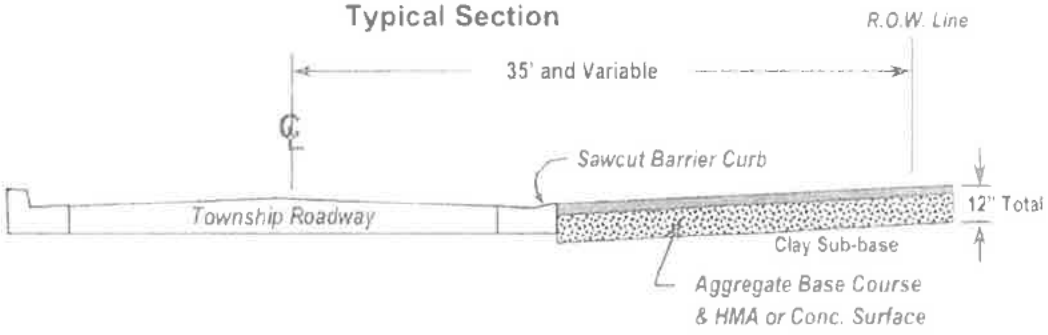
Scott Cryder
Highway Commissioner, Seward
14719 O'Brien Road
Minooka, IL 60447
815-475-4613 (Office)
sewardtwp@gmail.com

Access Specifications and Inspection Requirements

- For new homes, submit Application to Township Highway Commissioner prior to receiving building permit
- If access is approved, install construction entrance first, using 3" aggregate prior to start of any excavation
- Pipe Culverts (if required) Township will determine size, type, etc
  1. Corrugated Metal Pipe (CMP) with flared end sections meeting IDOT specifications
  2. Reinforced Concrete Pipe (RCP) with concrete flared end sections meeting IDOT specs
- For roadways without curb, driveways must slope away from the edge of pavement (see typical)
- Contact Highway Commissioner for inspection of culvert installation and construction entrance
- Remove all mud, dirt, debris from the roadway and keep right-of-way clear of obstructions
- Mailbox installation shall meet USPS guidelines (attached)
- No trees, shrubs, irrigation piping, or landscaping materials may be placed in the right-of-way
- Final Occupancy will not be granted until Final Construction Approval of access is received.

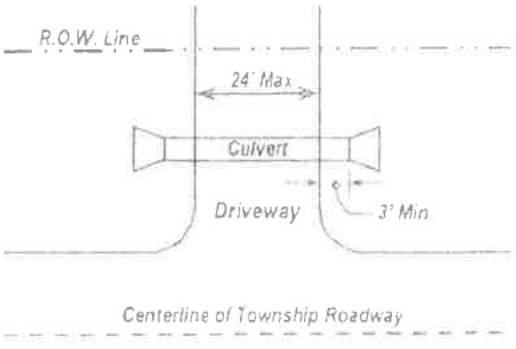
Roadways with Curb

Typical Section



Roadways without Curb

Plan View



Typical Section

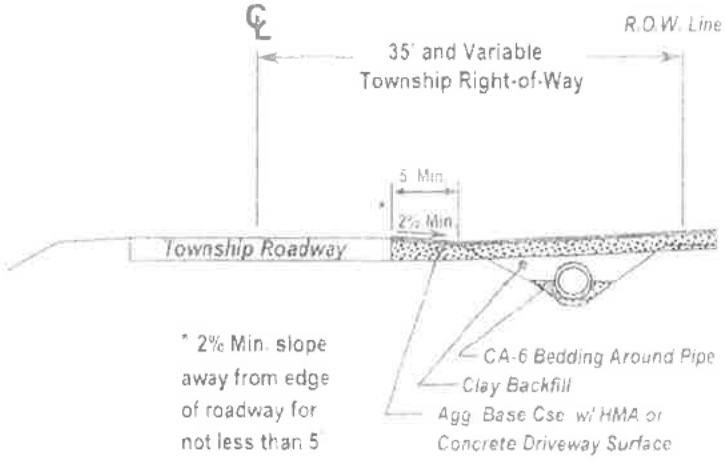


EXHIBIT G – ROAD DEDICATION MAP

ENTERPRISE ENERGY

2905 DEAN PARKWAY, ORTONVILLE, ST. 300
MINNEAPOLIS, MN 55416
612-470-7152
WWW.ENTERPRISEENERGY.COM

THIS DRAWING IS THE COPYRIGHT PROPERTY OF ENTERPRISE ENERGY, LLC. IT MAY NOT BE REPRODUCED (IN WHOLE OR PART) FOR OTHER THAN THE PROJECT NAMED WITHOUT THE WRITTEN CONSENT OF ENTERPRISE ENERGY, LLC.

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	3,825
AC SYSTEM SIZE (kWAC)	3,000
DC/AC RATIO	1.275
QTY PV MODULES	5,355
QTY INVERTERS	20
ARRAY TILT	+/- 25°
ARRAY AZIMUTH	270°
PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER (TYPE)	Q.TRON BLK M-G2+/SC415
POWER (MAX STC)	415W
SYSTEM VOLTAGE (VDC)	1500V
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SUNGROW
MODEL NUMBER	SG 3150 (US)/3125-US
MAX OUTPUT POWER (WATT / VOLT)	250 / 208
OUTPUT VOLTAGE (VAC)	600
MAX INPUT VOLTAGE (VDC)	1,500

ENGINEER'S STAMP:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

NO.	INITIALS	REVISION / ISSUE	DATE
0	NC	INTERCONNECTION APPLICATION	4/17/2024
1	NC	PLANTED SOLAR	10/02/2024
2	NC, DAVIDSON	ISU MODULE	10/30/2024
3	NC	DESIGN CHANGE - 7T	1/16/2025
4	NC	MEET MONO POST, SCREENING SHT	2/3/2025
5	NC	MATERIAL MODIFICATION	2/13/2025
6	NC	REVISED LAYOUT & ROAD WIDTH	3/18/2025
7	NC	ADD SPACING	7/21/2025
8	NC	DESIGN CHANGE - SAT	7/24/2025
9			
10			
11			

PROJECT NAME:

ZEPELAK CSC
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:

9318 CORNEILS RD
YORKVILLE, IL 60560
41.692298°, -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:

COMED

DRAWING TITLE:

ROAD SETBACK EXHIBIT

SHEET:	SHEET SIZE:
A001.c	22"x34"

F.

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
USA Energy Independence I, LLC
and the
ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Kendall **County, Illinois**

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

USA Energy Independence I, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5 MW Commercial Solar Energy Facility in Kendall County [GPS Coordinates: 41.6413 -88.4396], which will consist of up to 20.0 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and USA Energy Independence I, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Kendall County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

[redacted]

By: Jerry Costello II, Director

[redacted]

By Clay Nordsiek, Deputy General Counsel

801 E. Sangamon Avenue,
State Fairgrounds, POB 19281
Springfield, IL 62794-9281

2/7, 2025

USA Energy Independence I, LLC

[redacted]

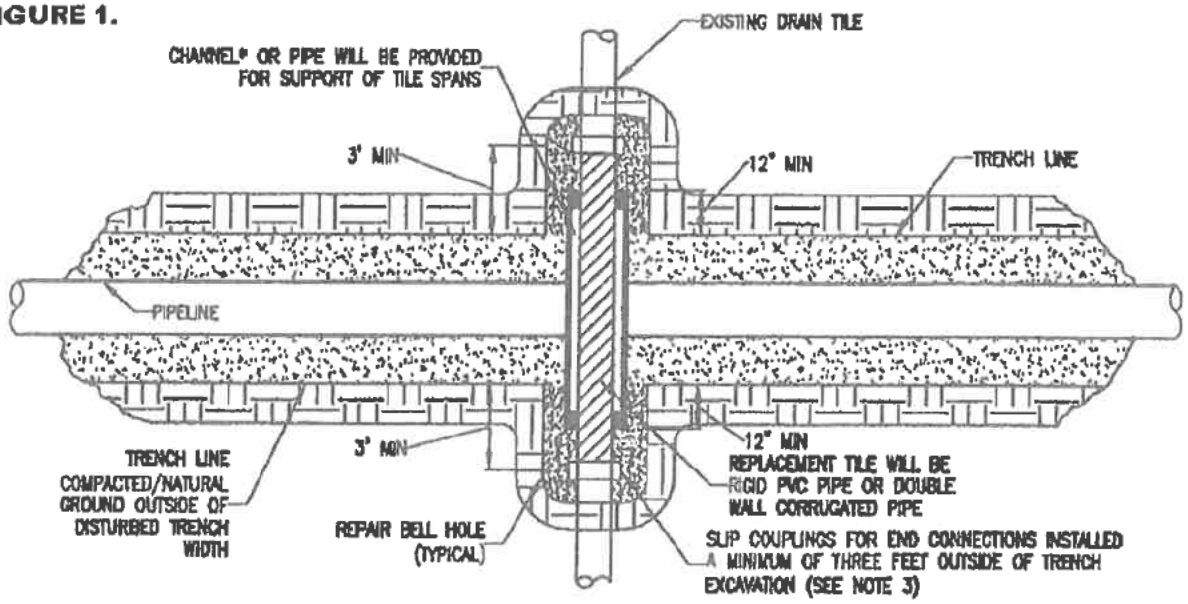
By Daniel J. Gorman

[redacted]

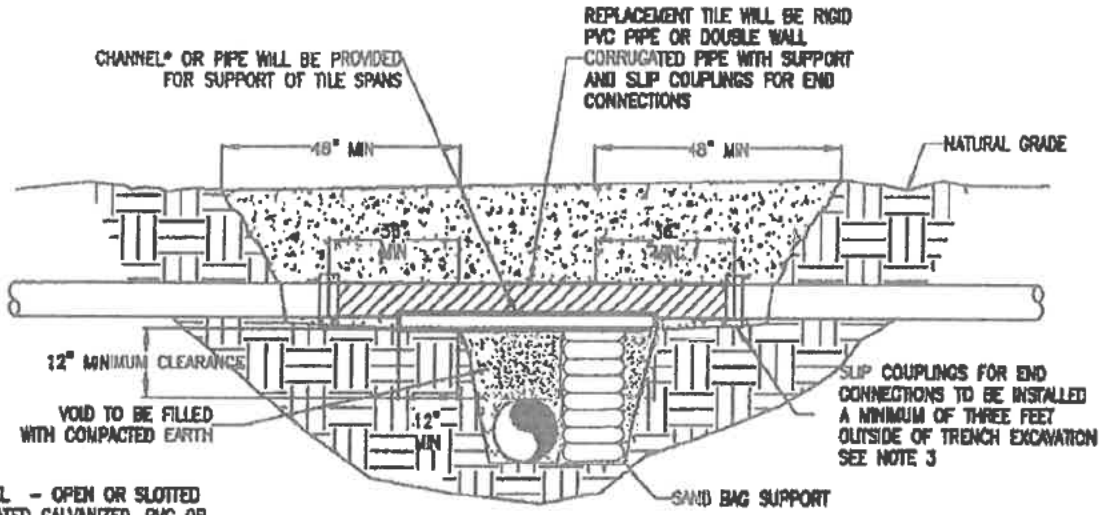
Address

January 10th, 2025

FIGURE 1.



PLAN
N.T.S.



*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

CROSS SECTION
N.T.S.

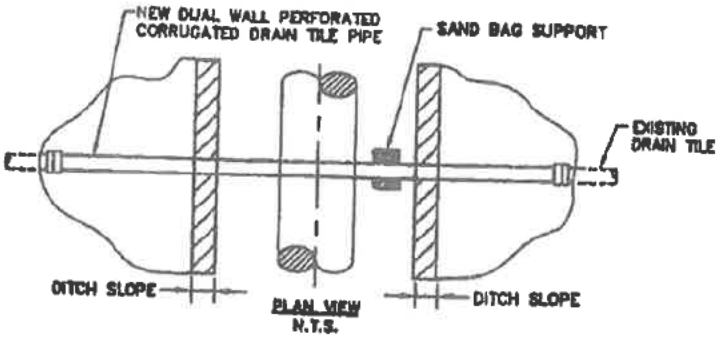
NOTE:

1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

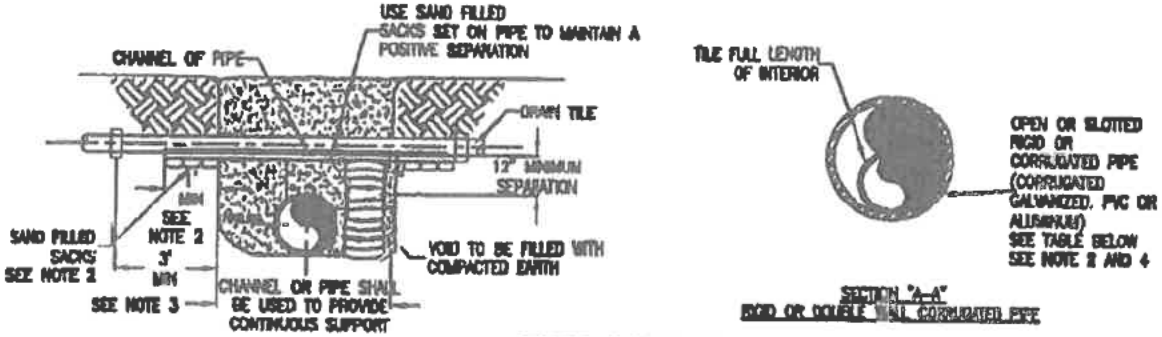
PAGE 1 of 2

FIGURE 2.



PLAN VIEW
N.T.S.

PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4'-5"	5" @ 6.7 #/ft	6"	STD. WT.
6'-9"	7" @ 9.8 #/ft	9'-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.

2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).

3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.

4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.

5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.

6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.

7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

PAGE 2 of 2

Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning

Meeting Date: 10/14/2025

Subject: Approval of Petition 25-17, Revocation of a Special Use Permit for the Sale of Agricultural Products Not Grown on the Premises at 8756 E. Highpoint Road

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-17, a Request from David J. Gilbert on Behalf of Performance Properties, LLC for the Voluntary Revocation of a Special Use Permit for the Sale of Agricultural Products Not Grown on the Premises Granted by Ordinance 2000-22 at 8756 E. Highpoint Road, Yorkville, (PIN: 05-18-400-011) in Kendall Township; Property is Zoned A-1 with a Special Use Permit

Previous Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

On June 20, 2000, the Kendall County Board granted a special use permit for the sale of agricultural products not grown on the premises at the subject property. Ordinance 2000-22 is attached.

Condition g of the special use permit required a right-of-way dedication. Staff is unsure if the dedication occurred.

On September 5, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the draft revocation ordinance.

The draft revocation ordinance is also attached.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

Staff Recommendation:
Approval

Attachments:
Ordinance 2000-22
Draft Revocation Ordinance

State of Illinois
County of Kendall

05-18-400-011

Zoning Petition
#0011

ORDINANCE NUMBER 2000-22

GRANTING SPECIAL USE
MID-AMERICA NURSERY & LANDSCAPING, INC
Sale and Storage of Agricultural Products Not Grown on the Property

WHEREAS, Floyd and Carol Lindholm, record owners, and Curtis W. Hobaugh, intended developer, filed a petition for a Special Use within the A-1 District, for property along Highpoint Road in Section 18 of Kendall Township; and

WHEREAS, said petition is for the sale of agricultural products not grown on the property, as provided in Section 7.00B.25 of the Kendall County Zoning Ordinance at the time of application; and

WHEREAS, said property is zoned A-1 Agricultural District; and

WHEREAS, said parcel is part of property identified with the tax identification number 05-18-400-001 and is legally described on the attached Exhibit A: Legal Description; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, findings of fact, and recommendation of approval by the Zoning Board of Appeals; and

WHEREAS, the Kendall County Board finds that said petition, along with the conditions specified in this ordinance, is in conformance with the provisions and intent of the Kendall County Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby approves a special use zoning permit for the sale of agricultural products not grown on the property, subject to the following conditions:

a. The operation shall not involve retail sales.
b. Truck storage shall be within an enclosed building or opaque fence and/or dense landscape screening.
c. The petitioner shall reduce sign size as indicated on the site plan, incorporated herein a Exhibit "B," to conform to A-1 District standards.
d. Operations shall be limited to Monday through Saturday.
e. Deliveries shall be limited to between 8:00 a.m. and 5:00 p.m., Monday through Saturday.
f. The petitioner shall prepare and submit a landscape plan to be approved by the Zoning Administrator.
g. Dedication of thirty-five (35) feet of right-of-way from centerline of Highpoint Road.
h. Dust control on the driveway shall be done on an "as needed" basis.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on June 20, 2000.

[redacted]

John A. Church
Kendall County Board Chairman

Attest:

[redacted]

Paul Anderson
Kendall County Clerk

EXHIBIT A: LEGAL DESCRIPTION
SPECIAL USE

That part of the South Half of Section 18, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at a point in the centerline of Highpoint Road, being the Southwest Corner of "Highpoint Hills, Kendall Township, Kendall County, Illinois" according to the plat thereof recorded as Document No. 80–1 in Cabinet B of Plats at Slot 331A on January 2, 1980; thence North 72°45'00" East, along said centerline, 4.22 feet to a Westerly Line of a Tract described in a Quit Claim Deed to Donald L. Lindholm and Angeline M. Lindholm recorded as Document No. 139868 in Book 128 at Page 324 on November 19, 1962 for the point of beginning; thence North 72°45'00" East, along said centerline, 175.50 feet; thence North 63°29'00" East, along said centerline, 148.93 feet to the Westerly Line of a Tract described in a Warranty Deed to Roger L. Gilbert and Jo Ann H. Gilbert recorded as Document No. 149035 in Book 142 at Page 708 on July 6, 1965; thence South 26°31'00" East, along said Westerly Line and its extension, 790.59 feet; thence South 56°17'32" West, 217.10 feet to said Westerly Line of said Lindholm Tract; thence North 33°42'28" West, along said Westerly Line, 852.74 feet to the point of beginning in Kendall Township, Kendall County, Illinois and containing 5.000 acres.

State of Illinois
County of Kendall

Zoning Petition
#25-17

ORDINANCE NUMBER 2025-_____

REVOKING A SPECIAL USE PERMIT FOR THE SALE AND STORAGE OF AGRICULTURAL PRODUCTS NOT GROWN ON THE PREMISES GRANTED BY ORDINANCE 2000-22 AT 8756 E. HIGHPOINT ROAD (PIN: 05-18-400-011) IN KENDALL TOWNSHIP

WHEREAS, Subdivision I of Division 3 of Article II of Chapter 36 of the Kendall County Code permits the Kendall County Board to issue special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-115 (b) of the Kendall County Code allows a special use permit holder to request revocation of said special use by written request to the County Board; and

WHEREAS, pursuant to Section 36-115 (b) of the Kendall County Code, no public hearing is required for an owner-initiated revocation; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 4.7 +/- acres and is identified by Parcel Identification Number 05-18-400-011, also known as 8756 E. Highpoint Road, in Kendall Township. The legal description for the special use area is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as "the subject property"; and

WHEREAS, the Kendall County Board granted a special use permit through Ordinance 2000-22 on the subject property on June 20, 2000, for the sale of agricultural products not grown on the premises on the subject property; and

WHEREAS, Performance Properties, LLC, as represented by David J. Gilbert, is the owner of record of the subject property and shall hereinafter be referred to as "The Petitioner"; and

WHEREAS, The Petitioner no longer desires the special use permit and has stated in a letter as provided in attached Exhibit "B" that they voluntarily request that Kendall County revoke the special use permit on the above-referenced property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Kendall County Board hereby revokes the special use permit for the sale of agricultural products not grown on the premises granted by Ordinance 2000-22 and revokes Ordinance 2000-22 in its entirety.

2. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect the revocation of the special use permit granted by Ordinance 2000-22.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 21st day of October, 2025.

State of Illinois
County of Kendall

Zoning Petition
#25-17

Attest:

_____	_____
Kendall County Clerk Debbie Gillette	Kendall County Board Chairman Matt Kellogg

EXHIBIT A: LEGAL DESCRIPTION
SPECIAL USE

That part of the South Half of Section 18, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at a point in the centerline of Highpoint Road, being the Southwest Corner of "Highpoint Hills, Kendall Township, Kendall County, Illinois" according to the plat thereof recorded as Document No. 80–1 in Cabinet B of Plats at Slot 331A on January 2, 1980; thence North 72°45'00" East, along said centerline, 4.22 feet to a Westerly Line of a Tract described in a Quit Claim Deed to Donald L. Lindholm and Angeline M. Lindholm recorded as Document No. 139868 in Book 128 at Page 324 on November 19, 1962 for the point of beginning; thence North 72°45'00" East, along said centerline, 175.50 feet; thence North 63°29'00" East, along said centerline, 148.93 feet to the Westerly Line of a Tract described in a Warranty Deed to Roger L. Gilbert and Jo Ann H. Gilbert recorded as Document No. 149035 in Book 142 at Page 708 on July 6, 1965; thence South 26°31'00" East, along said Westerly Line and its extension, 790.59 feet; thence South 56°17'32" West, 217.10 feet to said Westerly Line of said Lindholm Tract; thence North 33°42'28" West, along said Westerly Line, 852.74 feet to the point of beginning in Kendall Township, Kendall County, Illinois and containing 5.000 acres.

August 13, 2025

Kendall County
Planning, Building and Zoning
Attn: Matthew H. Asselmeier
807 West John Street
Yorkville, IL 60560-9249
Phone: 630-553-4139 Fax: 630.553.4179

I, Performance Properties LLC, am the owner of the parcel 05-18-400-011.

On June 20, 2000, the property was granted a special use (Ordinance 00-22). The special use granted in 2000 was granted for the sale and storage of agricultural goods not grown on property.

Pursuant to Section 36-115 (b) of the Kendall County Code, I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, I acknowledge that no public hearing shall be conducted for revocation of the special use. I understand that the requested revocation shall not become effective unless and until approved by a majority vote of the Kendall County Board. By signing below, I hereby waive my right to a public hearing and formally request the above-referenced special use be removed from my property.

[redacted] 9/4/25

(Signature) (Date)

David J. Gilbert

(Printed Name)

Attest: [redacted]
Notary Public

"OFFICIAL SEAL"
Monica Rathman
Notary Public, State of Illinois
My Commission Expires November 28, 2025

Kendall County Agenda Briefing

Meeting Type:	Planning, Building and Zoning
Meeting Date:	10/14/2025
Subject:	Approval of Petition 25-20, Revocation of a Special Use Permit for a Restricted Landing Strip East of 1237 Plainfield Road
Prepared by:	Matthew H. Asselmeier, AICP, CFM
Department:	Planning, Building and Zoning

Action Requested:

Approval of Petition 25-20, a Request from Keith A. Rot on Behalf of Edgewood Bank Trust 319 and Rot Rot & Rot Partners for the Voluntary Revocation of a Special Use Permit for a Restricted Landing Strip Granted by Ordinance 1978-03 on the Properties East of 1237 Plainfield Road, Oswego, (PINs: 03-35-426-001 and 03-35-476-003) in Oswego Township; Property is Split Zoned A-1 and A-1 with a Special Use Permit

Previous Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

On April 11, 1978, the Kendall County Board granted a special use permit for a restricted landing strip at the subject properties. Ordinance 1978-3 is attached.

On August 1, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request is attached to the draft revocation ordinance.

The original special use permit from 1978 included portions of the subject parcels and a portion of the property presently addressed as 1237 Plainfield Road. The owner of 1237 Plainfield Road does not wish to revoke the special use permit on her property at this time.

Aerial of Special Use Area

Aerial of Subject Properties

The draft revocation ordinance is also attached.

The subject properties are zoned A-1. If the special use permit is revoked, the property will retain their A-1 zoning classification.

Staff Recommendation:
Approval

Attachments:
Ordinance 1978-3
Draft Revocation Ordinance

ORDINANCE 78-3

AMENDING KENDALL COUNTY ZONING ORDINANCE AS AMENDED

F805

WHEREAS, Richard Lambert did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed amendment to the Kendall County Zoning Ordinance adopted January 16, 1940; and

pt 03-35-426-001
pt 03-35-476-003
pt 03-35-476-002

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed amendment to said Zoning Ordinance as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed amendment on the 31st day of March, 1978, A.D., on the site described in the petition and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the County Board of Kendall County, Illinois that the petition be granted and the Zoning maps and ordinance be amended in the manner required by law; and

NOW, THEREFORE, BE IT ORDAINED by the County Board of Kendall County, Illinois that the following described property be and it is hereby rezoned from A1, Agriculture District to A1SU, Agriculture District Special Use for a restricted landing strip, and that the County Clerk be and she is hereby ordered and directed to change the zoning map, to show the change in zoning classification:

> The east 1000 feet of that part of the southeast quarter of Section 35, Township 37 North, Range 8 east of the third principal meridian, lying northerly of the center line of the Oswego and Plainfield Road in the Township of Oswego, Kendall County, Illinois.

BE IT FURTHER ORDAINED that the above special use classification shall be expressly made subject to the following conditions:

1. There shall be only one aircraft based and used on the airstrip.
2. The type of aircraft would be limited to a single engine plane.

PASSED THIS 11th DAY of April, 1978.

[redacted]
Chairman, County Board of
Kendall County, Illinois

ATTEST: [redacted]
County Clerk

State of Illinois
County of Kendall

Zoning Petition
#25-20

ORDINANCE NUMBER 2025-_____

REVOKING A SPECIAL USE PERMIT FOR A RESTRICTED LANDING STRIP GRANTED BY ORDINANCE 1978-3 ON THE PROPERTIES EAST OF 1237 PLAINFIELD ROAD (PINS: 03-35-426-001 AND 03-35-476-003) IN OSWEGO TOWNSHIP

WHEREAS, Subdivision I of Division 3 of Article II of Chapter 36 of the Kendall County Code permits the Kendall County Board to issue special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 36-115 (b) of the Kendall County Code allows a special use permit holder to request revocation of said special use by written request to the County Board; and

WHEREAS, pursuant to Section 36-115 (b) of the Kendall County Code, no public hearing is required for an owner-initiated revocation; and

WHEREAS, the properties which are the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural District and consists of approximately 96.6 +/- acres and are identified by Parcel Identification Numbers 03-35-426-001 and 03-35-476-003, immediately to the east, but not including 1237 Plainfield Road, in Oswego Township. These properties shall hereinafter be referred to as "the subject property"; and

WHEREAS, the Kendall County Board granted a special use permit through Ordinance 1978-3 on a portion of the subject property on April 11, 1978, for a restricted landing strip; and

WHEREAS, Edgewood Bank Trust 319 and Rot Rot & Rot Partners, as represented by Keith A. Rot, is the owner of record of the subject property and shall hereinafter be referred to as "The Petitioner"; and

WHEREAS, The Petitioner no longer desires the special use permit and has stated in a letter as provided in attached Exhibit "A" that they voluntarily request that Kendall County revoke the special use permit on the above-referenced property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Kendall County Board hereby revokes the special use permit for a restricted landing strip granted by Ordinance 1978-3 on the subject property only.

2. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect the revocation of the special use permit granted by Ordinance 1978-3.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 21st day of October, 2025.

Attest:

_____	_____
Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

July 10, 2025

Kendall County
Planning, Building and Zoning
Attn: Matthew H. Asselmeier
807 West John Street
Yorkville, IL 60560-9249
Phone: 630-553-4139 Fax: 630.553.4179

I, Edgewood Bank Trust 319 and Rot Rot & Rot Partners, am the owner of the parcels 03-35-426-001 and 03-35-476-002.

On April 11, 1978, the properties were granted a special use (Ordinance 78-03). The special use granted in 1978 was granted for the operation of a restricted landing strip, specifically for a single-engine aircraft.

Pursuant to Section 36-115 (b) of the Kendall County Code, I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, I acknowledge that no public hearing shall be conducted for revocation of the special use. I understand that the requested revocation shall not become effective unless and until approved by a majority vote of the Kendall County Board. By signing below, I hereby waive my right to a public hearing and formally request the above-referenced special use be removed from my property.

[redacted]
(Signature)

07/25/25
(Date)

Keith A. Rot
(Printed Name)

Attest: [redacted]
Notary Public

OFFICIAL SEAL
MARY THERESE DIERSEN
Notary Public, State of Illinois
Commission No. 998059
My Commission Expires October 07, 2028

Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning

Meeting Date: 10/14/2025

Subject: NOI Renewal

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Recommendation on a Proposal from WBK Engineering to Complete Work Related to the Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's) Renewal at a Cost Not to Exceed $5,500; Related Invoices to be Paid from the Planning, Building and Zoning Department's Consultant Line Item in the FY25-26 Budget

Previous Board/Committee Review:

N/A

Fiscal impact:

$5,500; Paid from PBZ Consultant's Line Item in FY25-26 Budget

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Background and Discussion:

In 2026, the County will need to submit a Notice of Intent (NOI) for Renewal of General Permit for Discharges from Small Municipal Separate Stormwater Sewer Systems (MS4s) in addition to the Annual Report to the Illinois Environmental Protection Agency. NOIs are due to the State every five (5) years.

The funds to do the project were included in PBZ's proposed budget for FY25-26.

WBK Engineering would like to start work on this project shortly and wait with invoicing the County until after the FY25-26 budget is approved.

Staff Recommendation:

Approval

Attachments:

WBK Proposal

Blank NOI Form

opportunity number

WBK ENGINEERING

PROPOSAL

Submitted To:	Kendall Co. Planning, Building & Zoning	**Submitted By:**	WBK Engineering, LLC
	807 West John Street		116 W. Main Street Suite 201
	Yorkville, IL 60560-9249		St. Charles, IL 60174
	630-553-4139		(630) 443-7755
Primary Contact:	Matthew Asselmeier, AICP, CFM	**Primary Contact:**	Natalie Paver

PROJECT INFORMATION

Project Name:	Kendall County NPDES MS4 - Notice of Intent Renewal (NOI) 2025
Address:	807 West John Street
City / State / Zip	Yorkville, IL60560-9249
General Location:	County-Wide

SCOPE OF SERVICES

○ Cost (Not-to-Exceed) ◉ Lump Sum ○ Time and Materials (T&M)

Task Name: NPDES MS4 NOI Renewal 2025

Deliverable: WBK will prepare the renewal of the MS4 Notice of Intent (NOI) in accordance with IEPA requirements utilizing IEPA format for NPDES - MS4. We will review the six minimum control measures with County staff and document goals and objectives towards compliance. A complete submittal will be prepared and submitted to the IEPA on behalf of the County with supporting documentation. The NOI form is attached for reference.

$5,500.00
Task Budget

Budget for Reimbursable Expenses (Cost Plus 10%):

Total Amount Budgeted For All Services Rendered: $5,500.00

☐ Additional Tasks on Following Pages.

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

Natalie Paver | [redacted] | 9/8/25

WBK Authorization By (Please Print): *Signature* *Date*

The Proposal, Schedule of Charges, and General Terms & Conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

Client Authorization By (Please Print): *Signature* *Date*

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

   Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

   The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

   The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

   The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

   Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

    It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

    All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

    All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

    Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

    The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

    The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

    The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

    The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

    Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

    The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

    In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

    When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

    Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

27. Payment: Client shall be invoiced once each month for work performed during the preceding period.Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

    Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

    When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

    The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

    When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Illinois Environmental Protection Agency

2520 West Iles Avenue • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Notice of Intent for New or Renewal of General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4's)

Part I. Municipal (MS4) Contact Information

1. Name of Municipality: _____ MS4 #: ILR40 _____

   Population (based on 2020 census): _____

2. MS4 Mailing Address: _____ City: _____, IL Zip: _____

3. Primary MS4 Contact Person (Authorized Representative for MS4 Permit)

   Name: _____ Title: _____

   Phone: _____ Email Address: _____

General Information

4. Latitude and Longitude at approximate geographical center of MS4 for which you are requesting authorization to discharge:

   Latitude: _____ (Degrees) _____ (Minutes) _____ (Seconds) Longitude: _____ (Degrees) _____ (Minutes) _____ (Seconds)

5. Community Type: _____ Other: _____

6. Name(s) of governmental entity(ies) in which MS4 is located:

City/Village	Township	County

7. Area of land within your MS4 in square miles: _____

8. Percent of MS4 served by combined sewer: _____ Percent of MS4 served by separate sewer: _____

Impaired Waters

The most recent 303(d) list may be found at https://epa.illinois.gov/topics/water-quality/watershed-management/tmdls/303d-list.html. Information regarding TMDLs may be found at https://epa.illinois.gov/topics/water-quality/watershed-management/tmdls.html.

9.

Name(s) of known receiving waters (in and within 3 miles of MS4 area)	Impairment listed on 303d List or TMDL?
	◯ Yes ◯ No

9a. If impaired, which potential causes and source?

Causes: _____ Source: _____

9b. Are the receiving waterbodies included in an approved TMDL or alternate water quality management plan? ◯ Yes ◯ No

9c. Is the MS4 community included in the chloride variance? ◯ Yes ◯ No

Program Responsibility

10. **Shared Responsibility**

Is your MS4 responsible for any permit requirements of another MS4 community? ◯ Yes ◯ No

Does your MS4 Community rely on another MS4 to satisfy any of the permit requirements? ◯ Yes ◯ No

11. **Co-Permittee**

Is your MS4 Community a Co-Permittee with another MS4 Community? ◯ Yes ◯ No

12. Other contacts responsible for implementation or coordination of Stormwater Management Program

Name: _____ Title: _____

Phone: _____ Email: _____

Area of Responsibility: _____

Part II. Best Management Practices (include shared responsibilities) which have been implemented or are proposed to be implemented in the MS4 area

A. Public Education and Outreach

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- ☐ A.1 Distributed Paper Material
- ☐ A.2 Speaking Engagement
- ☐ A.3 Public Service Announcement
- ☐ A.4 Community Event
- ☐ A.5 Classroom Education Material
- ☐ A.6 Other Public Education

B. Public Participation/Involvement

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- ☐ B.2 Educational Volunteer
- ☐ B.3 Stakeholder Meeting
- ☐ B.4 Public Hearing
- ☐ B.5 Volunteer Monitoring
- ☐ B.6. Program Involvement
- ☐ B.7 Other Public Involvement

C. Illicit Discharge Detection and Elimination

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

- ☐ C.1 Sewer Map Preparation
- ☐ C.2 Regulatory Control Program
- ☐ C.3 Detection/Elimination Prioritization Plan
- ☐ C.4 Illicit Discharge Tracing Procedures
- ☐ C.5 Illicit Source Removal Procedures
- ☐ C.6 Program Evaluation and Assessment
- ☐ C.7 Visual Dry Weather Screening
- ☐ C.8 Pollutant Field Testing

☐ C.9 Public Notification

☐ C.10 Other Illicit Discharge Controls

D. Construction Site Runoff Control

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

☐ D.1 Regulatory Control Program

☐ D.2 Erosion and Sediment Control BMPs

☐ D.3 Other Waste Control Program

☐ D.4 Site Plan Review Procedures

☐ D.5 Public Information Handling Procedures

☐ D.6 Site Inspection/Enforcement Procedures

☐ D.7 Other Construction Site Runoff Controls

E. Post-Construction Runoff Control

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

☐ E.1 Community Control Strategy

☐ E.2 Regulatory Control Program

☐ E.3 Long Term O & M Procedures

☐ E.4 Pre-Construction Review of BMP Designs

☐ E.5 Site Inspections During Construction

☐ E.6 Post-Construction Inspections

☐ E.7 Other Post-Construction Runoff Controls

F. Pollution Prevention/Good Housekeeping

Approximate date first implemented: _____ Frequency of each BMP program: _____

Qualifying Local Programs

Measurable Goals (include shared responsibilities)

☐ F.1 Employee Training Program

☐ F.2 Inspection and Maintenance Program

☐ F.3 Municipal Operations Storm Water Control

☐ F.4 Municipal Operations Waste Disposal

☐ F.5 Flood Management/Assess Guidelines

☐ F.6 Other Municipal Operations Controls

BMPs Currently Implemented and Proposed

BMP Number	Location

Approximate Pollutant Reduction Resulting from each BMP

BMP Number	Pollutant	Reduction

Instream Monitoring Program

Is there an instream monitoring program currently in place? ◯ Yes ◯ No

Is an instream monitoring program currently being proposed? ◯ Yes ◯ No

Sediment Monitoring

Is sediment monitoring currently taking place? ◯ Yes ◯ No

Sample Monitoring of Outfalls

Is sample monitoring of outfalls currently taking place? ◯ Yes ◯ No

Other Monitoring

Describe other types of monitoring implemented or proposed to evaluate the BMP effectiveness or water quality impact of stormwater.

Part III. Certification

I certify under penalty of law that this document an all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fines and imprisonment.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44 (h)).

Authorized Representative Name

Title

Authorized Representative Signature

Date

You may complete this form online and save a copy locally before printing and signing the form. It should then be sent to:

Illinois Environmental Protection Agency
Bureau of Water
Division of Water Pollution Control
Attn: Permit Section
P.O. Box 19276
1021 North Grand Avenue East
Springfield, IL 62794-9276

Information required by this form must be provided to comply with 415 ILCS 5/39 (2000). Failure to do so may prevent this form from being processed and could result in your application being denied.

Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning

Meeting Date: 10/14/2025

Subject: Approval of 2026 Comprehensive Noxious Weed Work Plan

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Recommendation on 2026 Comprehensive Noxious Weed Work Plan

Previous Board/Committee Review:

N/A

Fiscal impact:

N/A

Background and Discussion:

Kendall County is required by Illinois law to submit an annual Noxious Weed Comprehensive Work Plan to the State by November 1st of each year. Attached please find the proposed 2026 Kendall County Noxious Weed Comprehensive Work Plan. Other than changing the year, this proposal is the same as the 2025 Noxious Weed Comprehensive Work Plan.

Staff Recommendation:

Approval

Attachments:

Draft 2026 Comprehensive Noxious Weed Work Plan

KENDALL COUNTY
COMPREHENSIVE NOXIOUS WEED WORK PLAN
2026

As required by the Illinois Noxious Weed Law (505 ILCS 100), the County of Kendall submits the following Comprehensive Work Plan for calendar year 2026.

Kendall County shall engage in the following activities:

1. Continuously work with residents, property owners, municipalities, townships, other counties, and Federal and State agencies to identify, investigate, control and eliminate noxious weeds found within the County.

2. In the event that the location of a noxious weed is reported on private property or property not owned by Kendall County, the County shall forward the complaint to the local municipality and/or township. The local municipality and/or township shall be the lead agency for investigating and resolving the issue. The municipality or township shall follow applicable laws to resolve the issue.

3. Monitor County owned properties and rights-of-way as part of general property maintenance. If noxious weeds are found on County owned property, the County shall take steps to eradicate the weeds and include the information in its annual noxious weed report to the State.

4. Work with local municipalities and townships to track and report noxious weed allegations and incidents for inclusion in the annual noxious weed report to the State. The County will ask each municipality and township for a summary of activities related to the eradication of noxious weeds for inclusion in the annual noxious weed report to the State.

5. Publish the General Notice at least one time annually in a newspaper of general circulation in Kendall County. The General Notice shall be published in the first quarter of the year upon approval of the County Board.

6. Advise persons responsible for controlling and eradicating noxious weeds of the best and most practical methods for noxious weed control and eradication.

7. Complete applicable reports as required by State law.

This Comprehensive Work Plan was approved by the Kendall County Board on October 21, 2025.

Respectively Submitted,

_____ _____

Matt Kellogg — Date
Kendall County Board Chairman

PUBLIC NOTICE
KENDALL COUNTY
****KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE ****

Notice is hereby given that the Kendall County Planning, Building and Zoning Committee shall hold their regularly scheduled meetings for Fiscal Year 2025-2026 on the Monday of the week prior to the second Kendall County Board meeting of each month at 6:30 p.m. unless that date is a holiday in which case the meeting shall be held the following day at 6:30 p.m.

The specific dates of these meetings are as follows:

Dec 8, 2025	Jan 12, 2026	Feb 9, 2026	March 9, 2026
April 13, 2026	May 11, 2026	June 8, 2026	July 13, 2026
August 10, 2026	Sept 8, 2026 (Tues)	Oct 13, 2026 (Tues)	Nov 9, 2026

Questions can be directed to the same department, telephone (630) 553-4139. Fax (630) 553-4179. All interested persons may attend and be heard. Written comments should be directed to the Department but shall only be entered as part of the record at the discretion of the Kendall County Planning, Building and Zoning Committee.

If special accommodations or arrangements are needed to attend these County meetings, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time.

WIKADUKE Trail Committee Meeting Summary

September 30, 2025, 9:30 a.m.

Na-Au-Say Township Building, 1312 Wheeler Road, Plainfield, IL

Summary

Mike Hoffman with Teska provided a brief history of the WIKADUKE Trail, highlighting elements that have been completed, status of current planning in the corridor, and what remains to be completed (slides are attached).

Fran Klaas with the Kendall County Highway Department noted that this corridor was at one time planned for the Fox Valley Freeway (later shifted west as the Prairie Parkway, which has sense been eliminated from regional plans). He mentioned the importance of the route as there is no contiguous north-south corridor between Route 47 and Route 59 (a 12-mile gap).

He noted that the County maintains jurisdiction south of Plainfield Road to the County Line. The County has included a couple of major projects in the corridor in their 5-year plan including:

- Expanding Ridge Road to 4 lanes between Holt and Black Roads, bidding in 2026 and construction anticipated in 2027.
- Doing Phase 1 engineering to expand the section between Caton Farm Road and Plainfield Road.

He also confirmed the limited access nature of the roadway, with a ½ mile between access points. Some additional access for commercial development may be allowed.

State Representative and Wheatland Township Highway Commissioner Harry Benton was also in attendance. He encouraged intergovernmental coordination and working with IDOT for potential funding given the regional nature of the roadway.

Participants then discussed what was going on within their particular jurisdictions. All communities were generally following the guidelines in the plan. The only major deviation is the road alignment north of Collins Road, which is shown on Oswego's Plan as continuing north on Stewart Road to Rance Road, then swinging east to align with the existing Eola Road/Route 30 intersection.

Highlights

Aurora

- Working with commercial developer on a 4-lane intersection at Eola Road and Route 30.
- The Lincoln Crossing development by Pulte and the Del Webb Lincoln Prairie development are well underway at the northeast corner of Eola Road and Route 30.
- The City adopted a Wolf's Crossing Subarea Plan in 2021 (see land use plan to the right).

Aurora 2021 Wolf's Crossing Subarea Plan

Oswego

- Currently updating their Comprehensive Plan. Current plan shows a WIKADUKE alignment extending from the Stewart/Rance Road intersection bending east to tie to the Eola Road/Route 30 intersection.

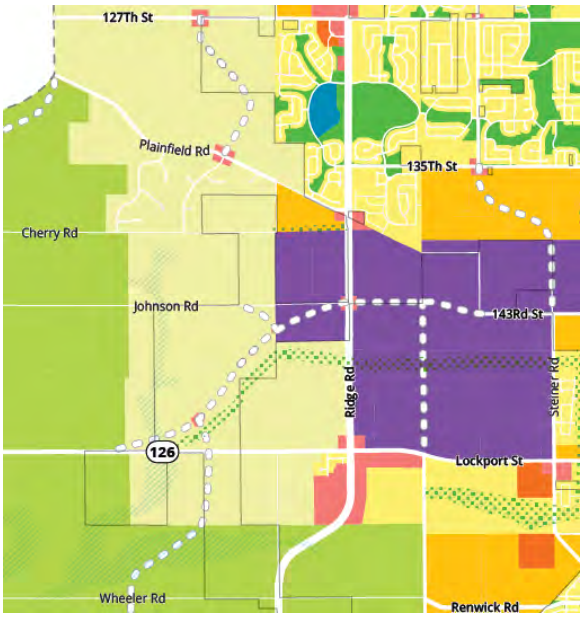
- Development of this connection will occur when property in this area is developed (There is currently no timeline for that).

Oswego Township

- No updates.
- No plans to widen any existing roadways due to lack of funding.

Plainfield

- New industrial development occurring along Ridge Road, coordinating access to the County, and using guidelines in the WIKADUKE Plan.
- Northern Builders has a proposed industrial project that would extend Steiner north of 143rd Street.
- County Line will be extended north of Route 126 to 143rd Street – partially by the Trammel Crow industrial development happening south of 143rd Street.
- A 3-lane cross section is currently planned for 119th Street.



Plainfield 2024 Comprehensive Plan

- Have been conversations with Wheatland Twp. regarding 127th Street and Route 30 – very busy due to high school. Will have conversation with IDOT. Initial cost of the intersection improvements is in the 6-to-8-million-dollar range.

Joliet

- City is currently updating their Comprehensive Plan.
- No commercial development is currently being proposed along Ridge, although commercial zoning is in place.

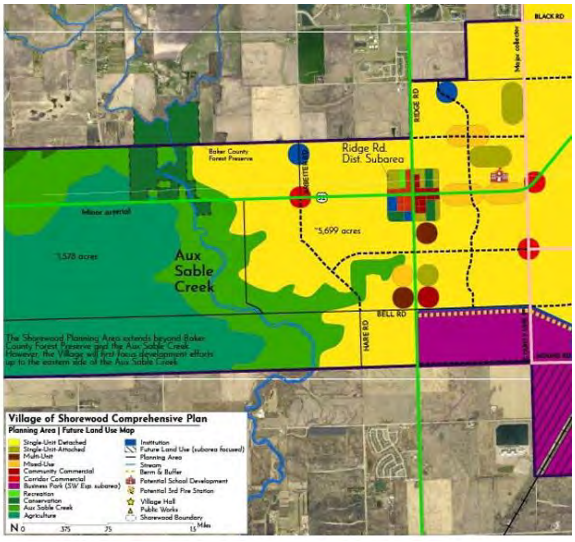
- Some new subdivisions – Deer Crossing has been revived by Ryan Homes (northwest of Ridge and Caton Farm) and Vista Ridge by DR Horton west of Ridge Road along the north side of Caton Farm Road is being developed.
- Extending Theodore Street to Arbeiter Road is still in plans.
- A bike trail exists along the west side of Ridge Road between Black Road and Theodore Street, with a sidewalk on the east side of Ridge Road.

Na-Au-Say Township

- Na-Au-Say Township consulted with municipalities along the corridor regarding future road extensions, improvement plans, land uses and developments.

Shorewood

- Between Mound Road and Bell Road, the area is planned for industrial.
- They have approved a solar farm near County Line and Mound Road.
- I-1 zoning is anticipated (not more intense I-2).
- A mixed-use area is planned at Ridge Road and Route 52 mixed uses, something like Naperville Crossings.



Shorewood 2023 Comprehensive Plan

Minooka

- The planned data center includes significant setbacks/landscape buffer.
- The new intermodal station in Channahon is expected to increase train traffic, which could potentially impede road traffic along Ridge Road in Minooka.
- Holt Road improvements will include a 3-lane cross section to the County Line. Between Ridge Road and Wabena Road improvements will be done with the data center. East to the County Line, only engineering will be done for now.

- The solar project going in along Ridge Road reserved an area for future commercial development at Wildy Road.
- Need a waterline on Holt Road/Shepley Road for the Lake Michigan water for the data center.
- Wildy Road improvements will occur with development.

Seward Township

- Not present.

Conclusion

Participants felt that no major changes were needed and the original WIKADUKE plan was still valid (except for noted land use changes). All agreed to continue to work cooperatively to further the plan. Meeting notes, a copy of the presentation, and a link to the plan will be provided for all participants.

Attendees

Kendall County
Matt Asselmeier
Christina Burns
Fran Klaas

City of Aurora
Tracey Vacek
Brian Witkowski

Village of Oswego
Rod Zenner

Village of Plainfield
Jake Melrose

City of Joliet
Jayne Bernhard
Francisco Jimenez

Village of Shorewood
Matthew Kostbade

Village of Minooka
Dan Duffy

Oswego Township
Brian LeClercq
Rob Delong

Oswego Township Highway Commission
Claude Ainsworth

Na-Au-Say Township
Eric Bernacki

Seward Township (Absent)

State Representative
Harry Benton

Teska Associates
Mike Hoffman
Yuchen Ding

VISION KENDALL

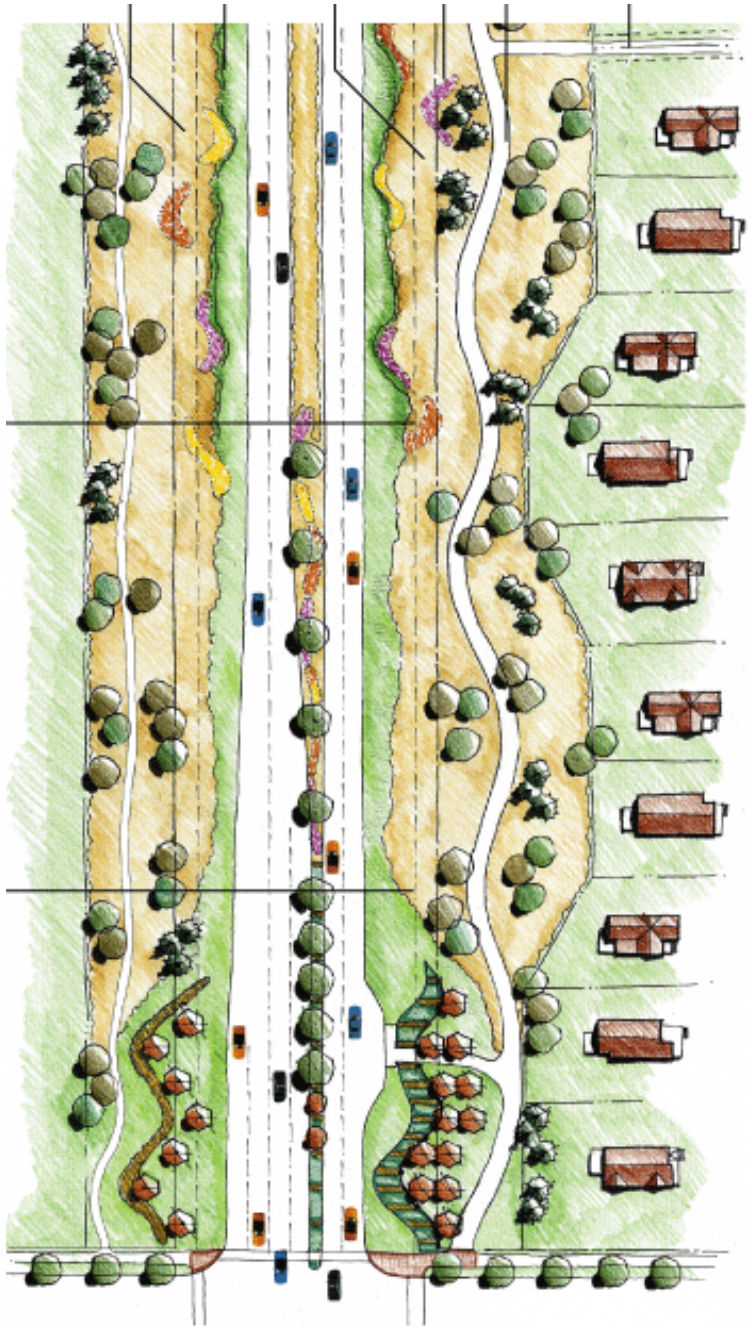
COMPREHENSIVE PLAN

WIKADUKE Trail Corridor Meeting

September 30, 2025

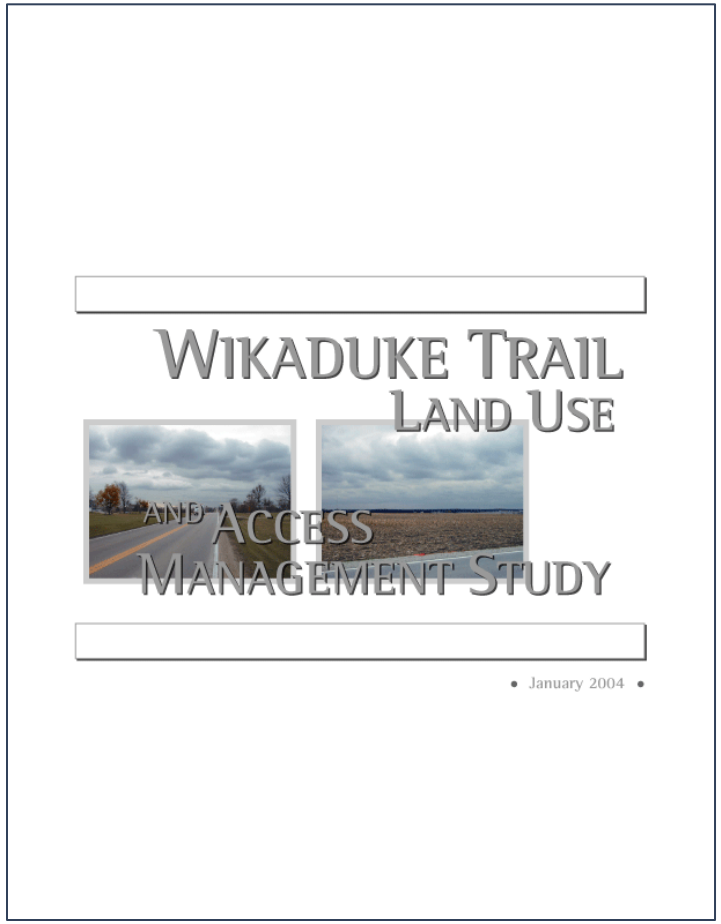
Meeting Agenda

1. Introduction
2. WIKADUKE Trail Plan History and Summary
3. What has been completed
4. Current Comprehensive Plans and development proposals
5. What remains
6. What's Next



WIKADUKE Trail Plan History and Summary

- WIKADUKE is a joint effort to create a regional corridor, recommended by IDOT, to connect north-south traffic from I-88 to I-80.
- It was built on an earlier study: the WIKADUKE Strategic Regional Arterial (SRA) Study, completed by IDOT in September 1999.
- The study was first initiated in August 2002 by the Village of Plainfield and Kendall County and was completed in January 2004.
- The study was funded by IDOT grant plus local matching funds from participating municipalities, townships, and counties along the corridor.



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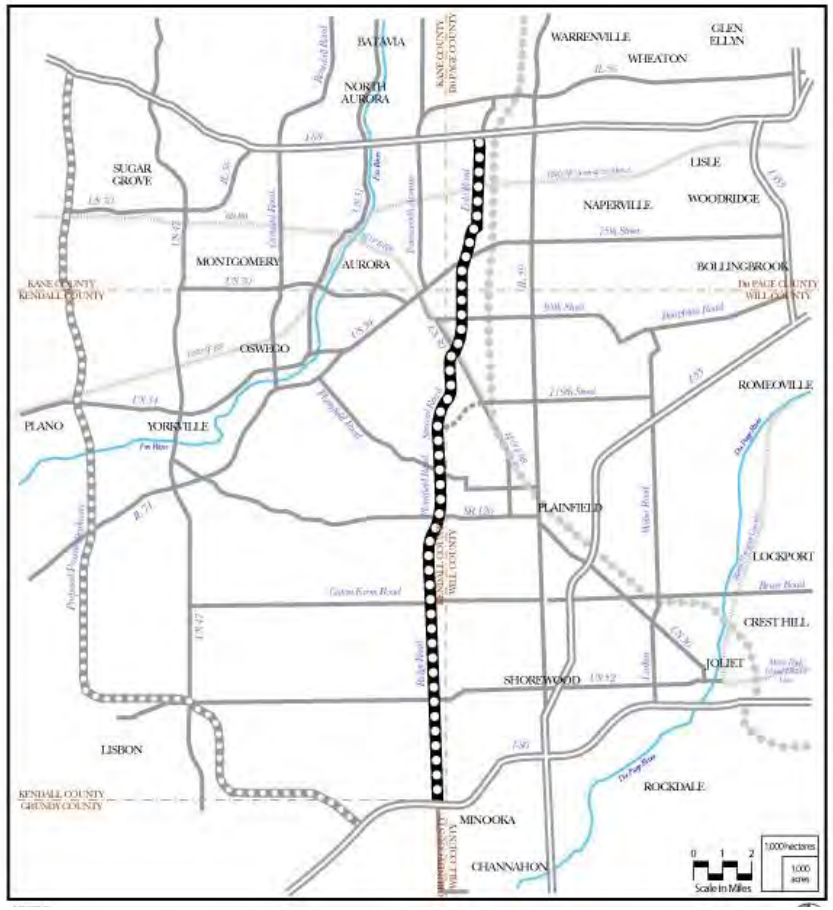
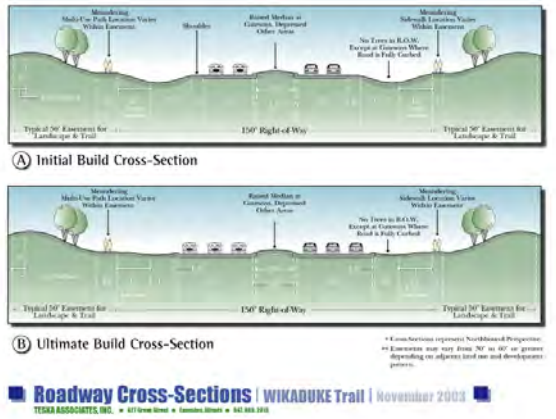
WIKADUKE Trail Plan History and Summary

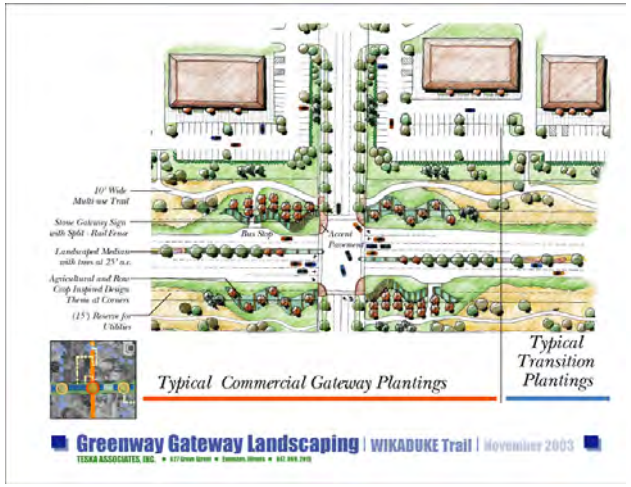
- The proposed corridor aims for road alignment includes existing rights-of-way along Ridge Road and Stewart Road extending north to Eola Road.
- The study consists of a summary of the 1999 IDOT SRA Study, a policy framework, land use development, roadway character and land use design components, access policy issues, and implementation options.

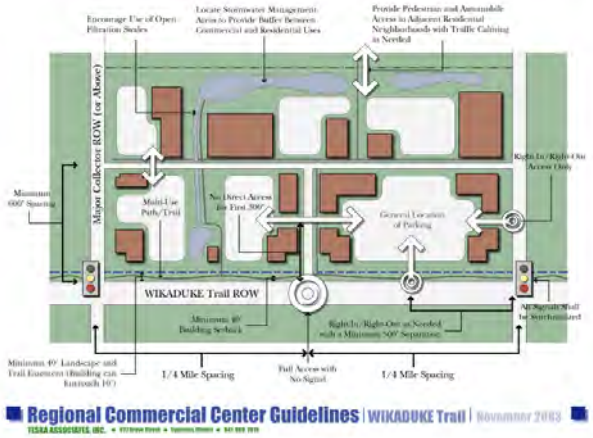


WIKADUKE Trail Plan History and Summary

- Key features and recommendations:
  - Multi-modal design: both motor vehicles plus non-motorized traffic via multi-use paths
  - Design standards for aesthetics, greenways, buffering, and identity for various segments
  - Preservation of open space and environmental features where possible, integrating them into land use planning
  - Access management to preserve safety and traffic flow







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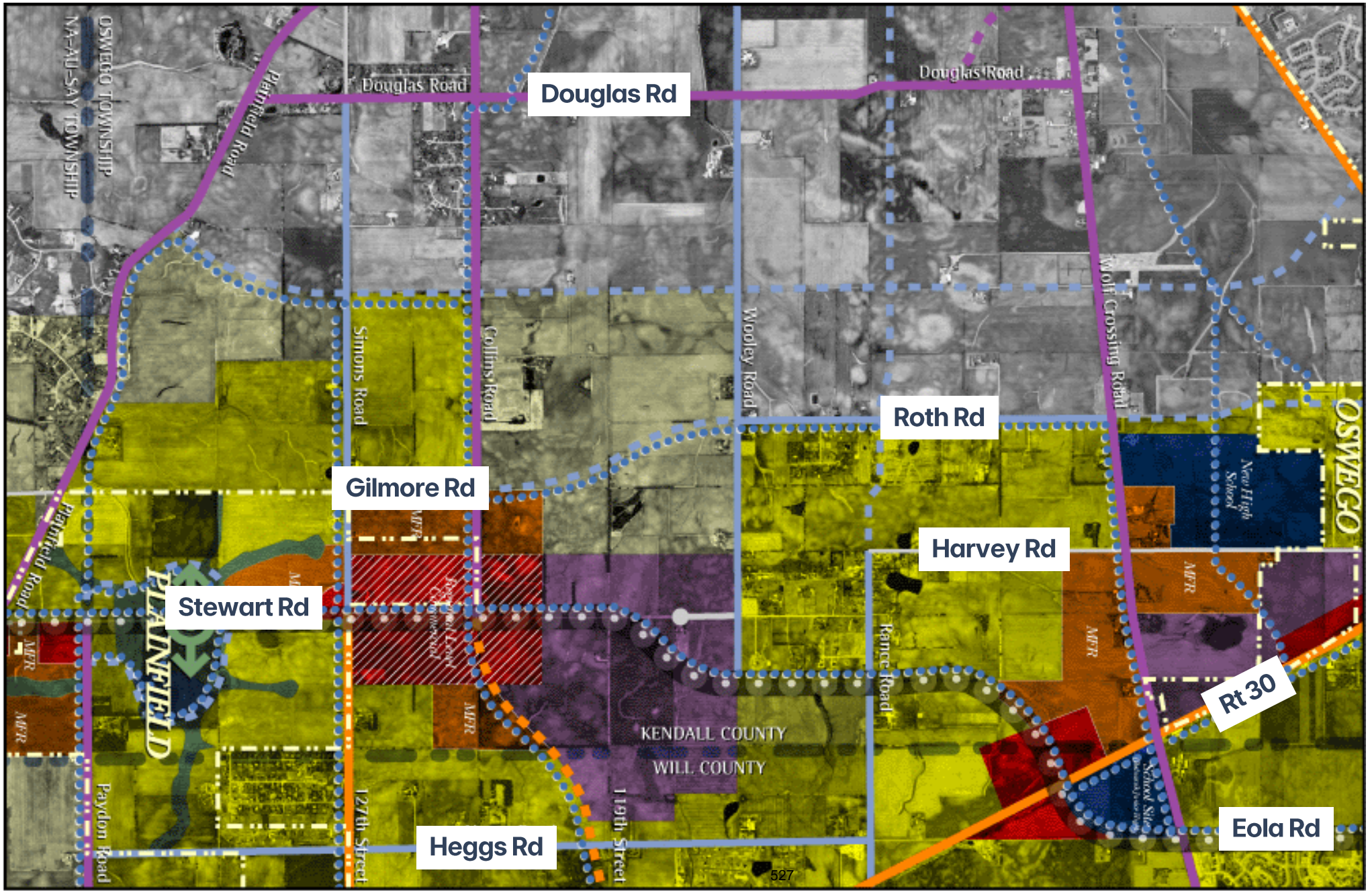
What Has Been Completed

- Numerous residential subdivisions in Plainfield, Joliet, and Minooka (with accompanying roadway and buffer improvements).
- 143rd St Extension to Johnson and Industrial/Warehouse in Plainfield (143rd extension east extension to Rt 126 also under construction).
- Curved section between Rt 126 and Wheeler Rd and signalizations at Rt 126 and Rt 52.
- Commercial development (Caton Farm - Plainfield South High School).
- Warehouse in Minooka along I-80 and new QuikTrip gas station. Roadway enhancements between I-80 and Holt Rd.
- Energy Generation
  - Kendall Dynegy Plant
  - Solar Farms in Minooka and Shorewood

Current Comprehensive Plans and Development Proposals

Oswego		Plan update in progress
Plainfield		Plan approved in 2024
		Plan proposes additional industrial development and agricultural buffer to the south near Joliet
Joliet		Plan update in progress
Shorewood		Plan approved in 2023
		Plan shows mixed use node at Ridge Rd and Rt 52, some additional residential to the Aux Sable Creek
Minooka		Plan approved in 2024
		Plan shows some additional industrial, with new Data Center proposal



FUTURE LAND USE
Ultimate Plan

RESIDENTIAL TYPES:
- Single-Family (1.1 to 3 DU/AC)
- Estate (1 DU/AC or Less)
- MFR Multiple-Family (3.1 to 18 DU/AC)

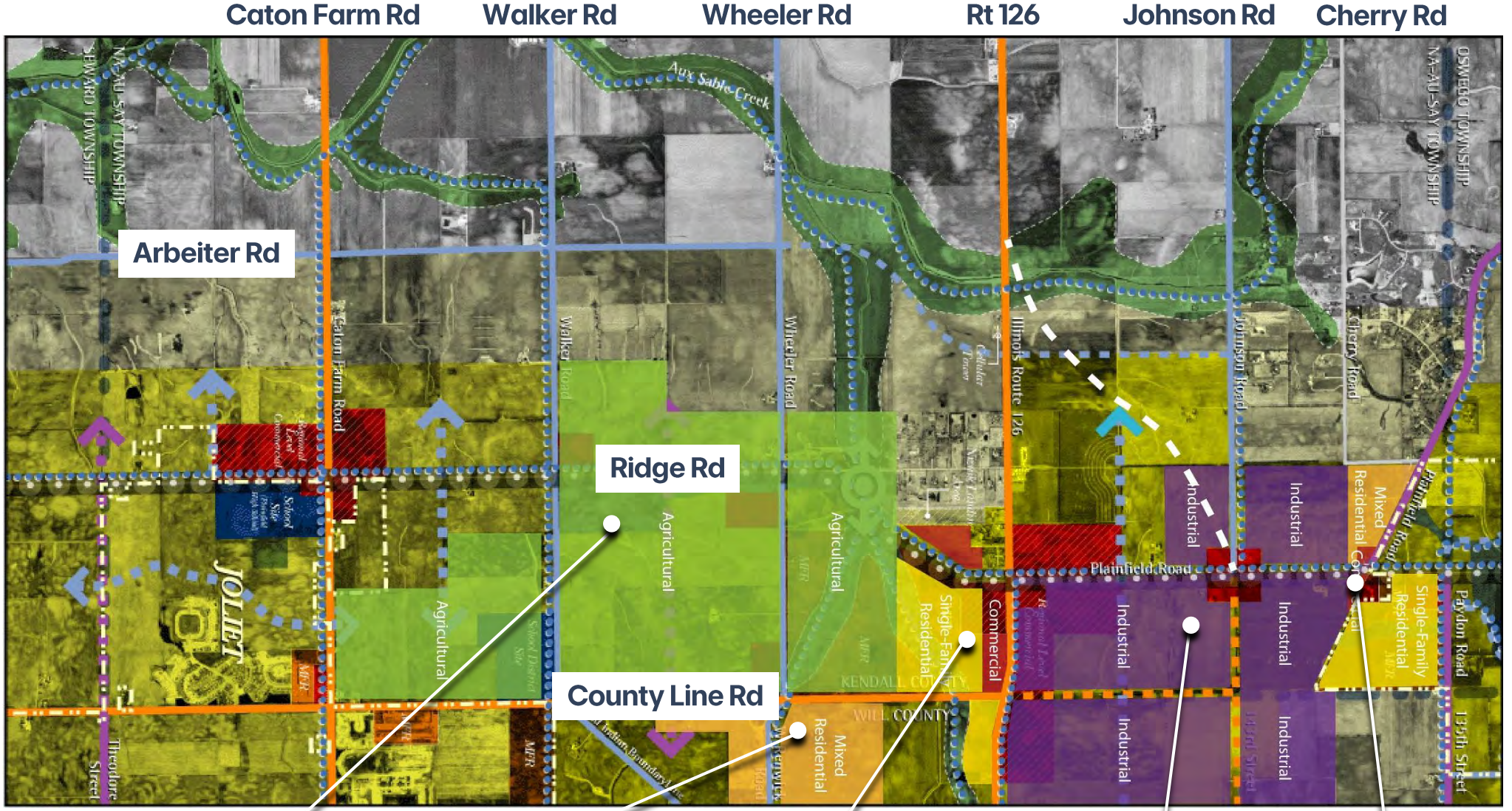
COMMERCIAL TYPES:
- Neighborhood
- Regional

- Open Space
- Office/Research/Industrial
- Civic/Institutional

TRANSPORTATION ELEMENTS:
- Expressway
- Arterial
- Major Collector
- Minor Collector
- Wikaduke Trail

Oswego Township

N



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- Neighborhood
- Regional

- Open Space
- Office/Research/Industrial
- Civic/Institutional

TRANSPORTATION ELEMENTS:
- Expressway
- Arterial
- Major Collector
- Minor Collector
- Wikaduke Trail
- Multi-Use Trail
- Pathway Bridge Crossing Locations

Agricultural | **Mixed Residential** | **Single-Family Residential**

(2024 Plainfield Comprehensive Plan)

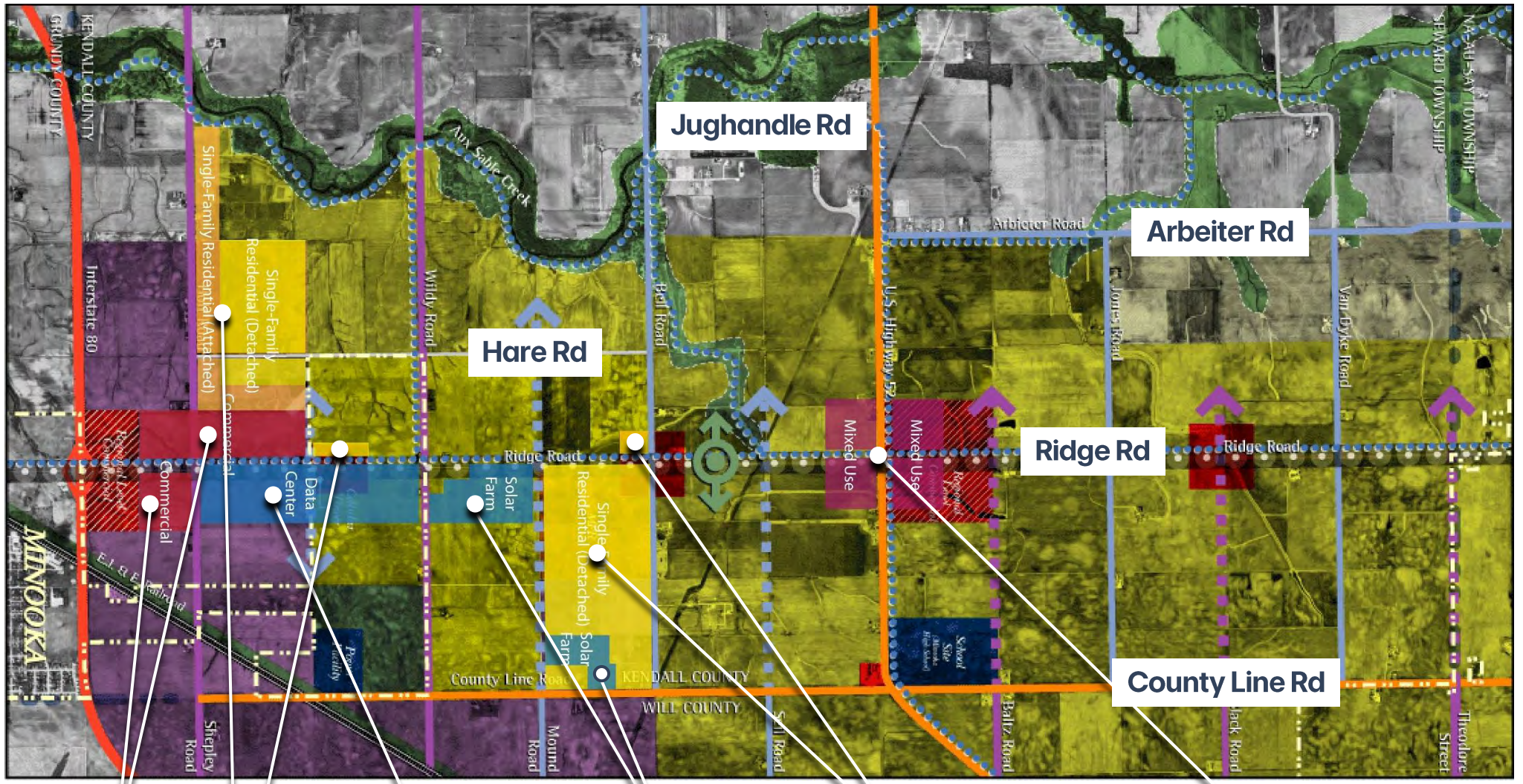
Industrial | **Commercial**

(2024 Plainfield Comprehensive Plan)

Na-Au-Say Township

N

I-80 Holt Rd Wildy Rd Bell Rd Rt 52 Jones Rd Van Dyke Rd



FUTURE LAND USE
Ultimate Plan

RESIDENTIAL TYPES:
- Single-Family (1.1 to 3 DU/AC)
- Estate (1 DU/AC or Less)
- MFR Multiple-Family (3.1 to 18 DU/AC)

COMMERCIAL TYPES:
- Neighborhood
- Regional

- Open Space
- Office/Research/Industrial
- Civic/Institutional

TRANSPORTATION ELEMENTS:
- Expressway
- Arterial
- Major Collector
- Minor Collector
- Wikaduke Trail
- Multi-Use Trail
- Pathway Bridge Crossing Locations

Seward Township

Commercial

Single-Family Residential

(2024 Minooka Comprehensive Plan)

Data Center (Minooka)

Solar Farm (Shorewood)

Single-Family Residential

(2023 Shorewood Comprehensive Plan)

Mixed Use

(2023 Shorewood Comprehensive Plan)

What Still Remains

- Connection in Oswego/Aurora to Eola
- Roadway capacity improvements
- Intersection Improvements (Caton Farm, Plainfield Road)

What's Next

- Any major changes to access plan?
- Any major changes to key design suggestions
- Ways to continue cooperative planning?

VISION KENDALL

COMPREHENSIVE PLAN

Thank You

September 30, 2025

Matt Asselmeier

From: Carlos Moreno [redacted]
Sent: Thursday, October 2, 2025 9:57 PM
To: Matt Asselmeier
Cc: Michael R. Rogina; Greg Chismark
Subject: Re: [External] IDNR Floodway Permit Review Submission -Moreno, 13039 McKanna Road, Minooka, IL in Kendall Co., IL

Hi Matt,

Just an update that we received a letter from IDNR asking for permit payment. That has been made as of today and I sent over an email to Bill Milner at IDNR letting him know to reach out to us if there are any questions.

Thanks,

CM

On Wed, Sep 10, 2025 at 12:47 PM Matt Asselmeier <masselmeier@kendallcountyil.gov> wrote:

> Thanks for the update.
>
> Matthew H. Asselmeier, AICP, CFM
>
> Director
>
> Kendall County Planning, Building & Zoning
>
> 807 West John Street
>
> Yorkville, IL 60560-9249
>
> PH: 630-553-4139
>
> Fax: 630-553-4179

Kendall County Agenda Briefing

Meeting Type: Planning, Building and Zoning

Meeting Date: 10/14/2025

Subject: Update on the Process for Updating the Stormwater Ordinance

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Updates on Amendments to the County-Wide Stormwater Management Ordinance Division of the Kendall County Code

Board/Committee Review:

PBZ Committee on February 10, 2025-Review of the Initial Proposed Changes and Forwarding the Proposal to Municipalities

PBZ Committee on April 7, 2025-Review the Revised Proposal with Comments from Municipalities and Forward the Proposal to FEMA (4-0-1)

Fiscal impact:

The PBZ Department budgeted $5,900 to update the Stormwater Management Ordinance; this was included in the approved departmental budget for FY24-25 in line item 11001902-63630

Background and Discussion:

In 2022, the State updated the Model Floodplain Ordinance. Shortly thereafter, the County decided to review the current Stormwater Management Ordinance against the new Model Floodplain Ordinance, but decided to wait with finalizing any proposals until after codification was completed.

Earlier in 2025, WBK Engineering prepared a redlined version of the proposal, which the Committee reviewed at their February 10, 2025, meeting. This proposal was forwarded to the municipalities for review.

On April 7, 2025, the Committee reviewed the amended proposal which incorporated comments from the municipalities. At that meeting, the Committee also voted to forward the proposal to FEMA.

On September 18, 2025, FEMA submitted their comments to the County and on October 6, 2025, WBK Engineering submitted the County's response to FEMA's comments, which are attached.

After FEMA approves the County's comments, the amended proposal will be brought back to the PBZ Committee for review. If the PBZ Committee is agreeable, a public hearing before the Stormwater Management Oversight Committee will be scheduled. Upon completion of the public hearing, the proposal will be forwarded to the County Board.

The County cannot approve amendments to the floodplain regulations without FEMA's approval.

Staff Recommendation:

Staff recommends waiting for further action, pending comments from FEMA.

Attachments:

October 6, 2025, Email from Greg Chismark

September 18, 2025, Email from Cadence Peterson

Matt Asselmeier

From: Greg Chismark <gchismark@bodwegroup.com>
Sent: Monday, October 6, 2025 4:29 PM
To: cadence.peterson@fema.dhs.gov
Cc: Matt Asselmeier; Conley, Erin C.
Subject: [External]Kendall County Stormwater Management Ordinance
Attachments: Markup Version Proposal 10-6-2025.docx

CAUTION - This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cadence,
Thank you for the quick review. We have made changes to the Kendall County Stormwater Ordinance, highlighted in markup version on the attachment to address the items raised by you as well as Erin.
I am happy to get on a call and walk through them if that helps your review. Otherwise please consider these changes to address the comments recited below.
Greg

Greg Chismark, PE
President, WBK Engineering
Mobile 847-344-5619 | gchismark@bodwegroup.com
116 West Main Street Suite 201, St. Charles IL 60174

Bodwé Professional Services Group includes:
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Across the Bodwé family, we hold the following designations:
Tribally Owned, SBA 8(a), HUBZone, ISBEE, SDB, MBE, DBE

9/18/25

Good morning,

My comments for the proposed edits to the Kendall County Stormwater Management Ordinance are in purple below. Thank you again for your patience.

1. Framework for administering the ordinance (including permit system, establishment of the office for administering the ordinance, record keeping, etc.) [60.2(h) and 59.22(a)(9)(iii)]: The language for a permit system is missing: Adding language to 16-138. I will need to review this when the draft is ready, but this should be good.
2. Adopt or reference correct Map and date. [60.3(b)]/ Adopt or reference correct Flood Insurance Study and date. [60.3(c), (d), and/or (e)] : Section 16-52 definitions Floodplain or SFHA. (Including this in definitions is an old format). Sec. 16-139 (5).a Out of Date maps There are 2014 maps in parts of Kendall county. Please review state model ord. to see language for adopting maps. This is located in 16-139 (5)(a) - Kendall has multiple map dates and they seem to all be included in the body of

the ordinance (not just in the definitions). The dates on the maps are good, but you still will need to reference the FIS dated 01/08/2014 rather than the 02/04/2009 one. When you reference the map panels please use the full number. Eg. 0045 should be 17093C0045H.

3. Require permits for all proposed construction and other development within SFHAs. [60.3(b)(1)]: 16-174 is unclear. Sec. 16-174 (b) undermines the requirements. The necessary language or its equivalent is missing from the ordinance. Please edit "16-174 (g)" as FEMA does not issue permits. The language in 174(b) is intended to apply only to stormwater permits, but it needs to be modified to exclude floodplain permits, the county will review and make a change here. The FEMA approval reference is intended to refer to CLOMRs, this may need some clarification too. I will need to review the changes, but I agree that clarification is needed here.
4. Require base flood elevation data for subdivision proposals or other developments greater than 50 lots or 5 acres. [60.3(b)(3)]: Missing language, Will add to 16-140 (a)(6) I will need to review the changes, but this should be good. I will be looking for language that includes other developments over five acres as this language only covers subdivisions and PUDs.
5. Where BFE data are utilized in Zone A, obtain and maintain records of the lowest floor and floodproofing elevations for new and substantially improved construction. [60.3(b)(5)]: Sec. 16-341 (c)(1); Sec. 16-140 (c)(1).g Insufficient: Need FEMA clarification on this, the language tracks closely to the model ordinance. Just add "for all new and substantially improved buildings" here.
6. Substantial Improvement/Substantial Damage determination procedures (Cost of work, Market Value, Calculate %, issue determination letters) [59.1]: Sec 16-343 (22)- (24) Insufficient; Disagree – this language tracks the model ordinance language, need FEMA clarification. I think this is fine as is.
7. Require, for all new construction and substantial improvements, that fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access or storage in an area other than a basement and which is subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwaters in accordance with the specifications in 60.3(c)(5). (Openings requirement): 16-140 (c)(2).b-c Does not satisfy Openings requirement: Disagree – this language is the same as the model ordinance and meets requirements. I think this is fine as is.
8. In Zones AO and AH, require drainage paths around structures on slopes to guide water away from structures. [60.3(c)(11)]: Missing. County is checking to see if they have AO/AH zones and will add the new model ordinance language if those zones are present. You are correct that you only need this language if AO/AH Zones are present. I don't see any at a glance, but I will check again when I review the draft so if I missed something really small please add that language now to save time down the road.
9. Designate a regulatory floodway which will not increase the Base Flood level more than 1 foot. [60.3(d)(2)]: 16-139 (2) Insufficient the ordinance must adopt explicit maps: Found in same section, sub section 5. This is mostly fine, use the longer reference number like I explained for 2. Remove the creek names.

In a regulatory floodway, prohibit any encroachment, which would cause any increase in the Base Flood level unless hydrologic and hydraulic analyses prove that the proposed encroachment would not increase flood levels during the Base Flood discharge. [60.3(d)(3)]: 16-140 (f) please define "certifications as required by FEMA" FEMA does not enforce regulations: This refers to CLOMRS and LOMRs, additional clarification may be needed. This is fine.

Cadence Peterson
Floodplain Management Specialist
FEMA | Region 5
Mitigation Division
Office: 312.408.5260
Mobile: 202.531.0646

Special Uses With No Responses That May Be in Conflict Site Plans (10/7/2025)

Ordinance	Date	Parcel Number	Petitioner Name	Address	Zoning	Special Use
89 19	6/13/1989	04-28-400-001	Terry Jacobson	15475 Route 71	A-1 SU	Sale of Farm and Consumer Lawn Mowers
82 01	3/9/1982	07-36-400-001	Abner Peterson	12262 Hill Rd	A-1 SU	Restricted Landing Strip
79 15	8/14/1979	04-31-200-011; 04-31-200-012	Randy Stevenson	11313C Crimmin Rd	A-1 SU	Fur-Bearing Animal Farm
78 06	5/9/1978	03-13-400-020; 03-13-400-021; 03-13-400-022; 03-13-400-029; 03-13-400-030	Richard B. Wormley	105 Rance Rd	A-1 SU	Restricted Area for Single-Engine Light Aircraft
21 08	4/20/2021	02-27-151-003	Cindy Gates; Cox Landscaping, LLC	9000 Route 34	B-3 SU	Operation of Landscaping Business
16 01	2/16/2016	05-21-300-002	Kevin Calder	9923 Walker Rd	A-1 SU	Operation of Landscaping Business
15 15	8/18/2015	03-05-401-003	Rhonda Miller; Strong Tower of Refuge Mi	81 Boulder Hill Pass	B-3 SU	Operation of Church
12 02	3/20/2012	08-04-100-014	Elburn Cooperative Company	12219 Route 47	A-1 SU	Expand Fertilizer and Grain Storage
8 8 11	8/8/2011	05-25-300-006; 05-25-300-007	Safer USA, Inc	10712 Church Rd	A-1 SU	Amendment to Operation of Gun Club
09 41	12/15/2009	03-14-200-016	Matthew Williams; Quintessence Lawn & L	1116 Wolf Crossing Rd	A-1 SU	Operation of Landscaping Business
08 31	7/15/2008	04-19-400-014; 04-20-300-007	Equine Dreams	9775 Fox River Dr	A-1 SU	Therapuetic Horseback Riding Facility
08 22	6/3/2008	04-15-200-005	Rob Curran d/b/a Curran Landscaping, Inc	14330A Budd Rd	A-1 SU	Operation of Landscaping Business
06 30	5/16/2006	05-25-300-006; 05-25-300-007	Howell Shooting Club, Inc	10712 Church Rd	A-1 SU	Amendment to Operation of Gun Club
05 62	12/20/2005	09-25-200-003	J. Guadelupe Zermeno	335 Wildey Rd	A-1 SU	Allow Materials Storage and Employee Parking
05 35	6/21/2005	05-08-426-003; 05-09-152-009	Kristopher & Kimberly Spaniol d/b/a K.S. D	10009 Legion Rd	A-1 SU	Operation of Landscaping Business
03 22	7/15/2003	03-08-326-001	Reorganized Church of the Latter Day Saint	1626 Route 31	A-1 SU	Amendment for Addition of a Sign
03 06	5/20/2003	05-03-200-028	Pat & Kurt Carr	8275 Route 71	A-1 SU	Expansion of Kennel
02 06	4/16/2002	04-05-300-001	ANR Pipeline	6650 Sandy Bluff Rd	A-1 SU	Outdoor Storage at Commercial Natural Gas Distribution Facility
00 31	8/15/2000	03-27-200-004	Nancy Patush	2073 Collins Rd	A-1 SU	Sale of Agricultural Products Not Grown on Property

Notes

89 19	Ask Brian Regarding This and 88-04
82 01	Landing Strip Not Visible
79 15	Ask Brian Regarding Previous Inspections
78 06	Landing Strip Not Visible (House at the Southern End)
21 08	Check to See if Development Matches Site Plan
16 01	Site Plan Does NOT Match Aerial
15 15	Ask Brian if Church is Still Operational
12 02	Conduct Inspection
8 8 11	Gun Range Not Visible
09 41	Waiting on Rod Zenner
08 31	Check with Brian
08 22	Look Compliant-Have Larry Confirm
06 30	Same as 8 8 11
05 62	Aske Brian About the Site Plan
05 35	Dan Kramer Researching
03 22	Sent Revocation Information to Their Attorney
03 06	Probably Legally Non-Compliant on Site Plan
02 06	Emailed Sandwhich Fire District
00 31	Sent Revocation Information to Property Owner

2022 VIOLATIONS

Violation	Name	Parcel #	Address	Subdivision	Description	Opened	Follow up	PBZ	SAO	Court	Closed
V22-001	Aguilar	03-07-277-001	20 Shore Ct.	Marina Village	Parking on Lawn	11/9/2021	1/23/2022				2/9/2022
V22-002	Jones	03-05-279-020	44 Briarcliff Rd.	Boulder Hill	Illegal fence height	8/6/2021	1/23/2022				4/27/2022
V22-003	Cabrera	03-04-306-027	44 Hampton Rd.	Boulder Hill	Multiple Violations	8/3/2021	1/23/2022				5/9/2022
V22-004	Lemaster	03-04-253-024	16 Winrock Rd.	Boulder Hill	Inoperable Vehicles	8/18/2021	1/23/2022		11/8/2022		11/23/2022
V22-005	Johnson	03-04-477-025	54 Springdale Rd.	Boulder Hill	Trailer parking	11/22/2021	1/23/2022				4/22/2022
V22-006	Haehlen	03-04-277-011	235 Fernwood Rd.	Boulder Hill	RV parking	11/24/2021	1/23/2022				2/24/2022
V22-007	Joaquin	03-27-377-015	2543 Simons Rd		Banquet facility	11/15/2021			5/16/2022		5/17/2022
V22-008	Bilek	01-34-300-008	14824 Millhurst Rd		Air B&B	1/3/2022	3/11/2022				2/24/2022
V22-009	VOID										
V22-010	Faulkner	03-26-100-004	1539 Collins Rd.		Multiple Violations	7/13/2021	8/4/2021			7/15/2025	
V22-011	Amstadt	02-35-380-001	7796 Madeline Dr.	FOFC	RV parking	5/24/2022	6/24/2022		9/7/2022		10/18/2022
V22-012	Gomez	09-27-200-004	2511 Wildy Rd.		Stormwater	8/1/2022	4/11/2023	1/17/2024	10/17/2024	10/30/2025	
V22-013	Utility Dynamics	03-07-227-002	5327 Light Rd.		Stormwater	9/8/2022	10/11/2022				9/19/2022

Fines due 10/14

complaint_date	complaint_	complaint_description	complaint_	followup_d	date_notice_sent	date_citati	court_date	last_edited	complaint_	addr_street	addr_city	addr_zip	complaint_	municipalit	township
1-Oct-25	2450	Possible shed built without a permit	Monitoring	15-Oct-25				3-Oct-25	03-04-478-	65 Springdale Road	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
1-Oct-25	2449	Possible horses on the property zoned R-3	Monitoring	15-Oct-25				3-Oct-25	03-35-451-	1400 Plainfield Road	Oswego	60543	COUNTY C	UNINCORF	OSWEGO
30-Sep-25	2448	â€¢possible landscaping company after hours and mechanic's shop	Monitoring	16-Oct-25				3-Oct-25	03-04-478-	51 Springdale Road	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
25-Sep-25	2444	Noise complaints- safety concerns- county laws being broken- code not being enf	Monitoring	2-Dec-25				1-Oct-25	02-15-327-	88 Bristol Ridge Roa	Bristol	60512		UNINCORF	BRISTOL
15-Sep-25	2437	Report that they have exceeded the limit of chickens and are also keeping turkeys	Monitoring	16-Oct-25				17-Sep-25	03-08-106-	31 Boat Lane	Oswego	60543	MARINA07	UNINCORF	OSWEGO
15-Sep-25	2436	Reported that they have roosters	Monitoring	15-Oct-25				1-Oct-25	03-08-106-	11 Boat Lane	Oswego	60543	MARINA06	UNINCORF	OSWEGO
26-Aug-25	2422	Possible zoning violation. Organized gatherings without permits	Monitoring	2-Dec-25				1-Oct-25	01-10-301-	1700 Little Rock Roa	Plano	60545	SNYDER	UNINCORF	LITTLE ROCK
24-Aug-25	2417	Vehicles are an eyesore. They're visible from several property lines, and from the s	Monitoring	15-Oct-25				2-Oct-25	02-16-228-	37 West Street	Bristol	60512		UNINCORF	BRISTOL
13-Aug-25	2405	Non-Permitted Short Term Rental	Citation		20-Aug-25		25-Nov-25	3-Oct-25	06-06-251-	51 Chippewa Drive	Oswego	60543	null	UNINCORF	NA-AU-SAY
13-Aug-25	2402	Non-Permitted Short Term Rental	Citation		20-Aug-25		25-Nov-25	3-Oct-25	06-36-100-	580 Caton Farm Roa	Plainfield	60586		UNINCORF	NA-AU-SAY
13-Aug-25	2401	Non-Permitted Short Term Rental	Citation		20-Aug-25		25-Nov-25	3-Oct-25	03-08-103-	19 West Anchor Driv	Oswego	60543	MARINA03	UNINCORF	OSWEGO
13-Aug-25	2392	Unsafe Structure	Monitoring	3-Nov-25	15-Aug-25			1-Oct-25	04-31-200-	11090 Crimmin Roa	Newark	60541		UNINCORF	FOX
13-Aug-25	2403	Non-Permitted Short Term Rental	Citation		20-Aug-25		25-Nov-25	3-Oct-25	03-04-428-	24 Sonora Drive	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
12-Aug-25	2382	Car and Boat parked in front yard.	Citation	19-Aug-25	27-Aug-25		25-Nov-25	3-Oct-25	03-05-426-	8 Greenbriar Road	Montgomer	60538	BOULDERC	UNINCORF	OSWEGO
12-Aug-25	2381	Please investigate an illegal storage business at this property.	30 Day Not	15-Aug-25	22-Sep-25			23-Sep-25	08-28-200-	16296 Route 47	Yorkville	60447		UNINCORF	LISBON
12-Aug-25	2379	Illegal Short Term Rental	Citation		15-Aug-25			3-Oct-25	02-16-201-	9439 Corneils Road	Bristol	60512	BRISTOLW/	UNINCORF	BRISTOL — under investigation
11-Aug-25	2375	Inoperable car parked in driveway for over 1 month.	Monitoring	15-Oct-25				2-Oct-25	03-04-378-	69 Pueblo Road					
11-Aug-25	2365	2 Cars parked in yard/ side of house	Monitoring	15-Oct-25				2-Oct-25	03-05-201-	13 Woodcliff				VILL OF	MONTGOMERY
5-Aug-25	2357	Inoperable vehicles	30 Day Notice		22-Sep-25			23-Sep-25	01-29-452-	30 Lynwood Drive	Plano	60545	GRISWOLD	UNINCORF	LITTLE ROCK
31-Jul-25	2351	Gravel Drive added without required permit	Citation	8-Aug-25	27-Aug-25		23-Dec-25	3-Oct-25	03-04-477-	54 Springdale Road	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
23-Jul-25	2341	Big boat parked in the driveway and an rv and suv causing a traffic hazard parked c	30 Day Not	22-Aug-25	22-Sep-25			24-Sep-25	03-04-303-	40 Marnel Road	Montgomer	60538	BOULDER1	UNINCORF	OSWEGO
1-Jul-25	2306	Landscape Business	Citation		10-Jul-25		28-Oct-25	3-Oct-25	06-02-177-	1551 Cherry Road	Oswego	60543	COUNTY C	UNINCORF	NA-AU-SAY
3-Jun-25	2294	Shed no Permit	Citation	4-Aug-25	19-Aug-25		25-Nov-25	3-Oct-25	03-04-307-	27 Wyndham Drive	Montgomer	60538	BOULDER1	UNINCORF	OSWEGO
22-May-25	2273	Cars in driveway look inoperable	Citation	16-Jul-25	11-Aug-25		28-Oct-25	1-Oct-25	03-09-155-	149 Circle Drive Wes	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
22-May-25	2266	White car appears to be inoperable plus parking of other vehicles in lawn due to in	Citation	17-Jul-25	14-Aug-25		23-Dec-25	3-Oct-25	03-04-355-	190 Boulder Hill Pas	Montgomer	60538	BOULDERC	UNINCORF	OSWEGO
22-May-25	2262	Trucks in driveway donâ€™t appear to run and look to be in disrepair	Citation		15-Aug-25		28-Oct-25	1-Oct-25	03-09-105-	118 Circle Drive East	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
22-May-25	2259	Two big yellow food trucks appear to be sitting in disrepair and disarray. One appe	30 Day Not	17-Jul-25	22-Sep-25			23-Sep-25	03-05-428-	10 Hampton Road	Montgomer	60538	BOULDERC	UNINCORF	OSWEGO
22-May-25	2255	Backyard appears to be a junkyard	Citation	22-Jul-25	15-Aug-25		23-Dec-25	3-Oct-25	03-04-305-	16 Wyndham Drive	Montgomer	60538	BOULDER1	UNINCORF	OSWEGO
22-May-25	2253	Has different vehicles on property that seem to be inoperable and in disrepair. Tw	Monitoring	15-Oct-25				1-Oct-25	03-04-307-	62 Circle Drive East	Montgomer	60538	BOULDERC	UNINCORF	OSWEGO
20-May-25	2278	Inoperable Vehicle & Junk and Debris	Citation		10-Jul-25		28-Oct-25	1-Oct-25	03-04-476-	93 Long Beach Road	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
14-May-25	2291	Soccer Parties Every Weekend	Monitoring	1-Dec-25				1-Oct-25	06-13-300-	609 Wheeler Road	Plainfield	60544		UNINCORF	NA-AU-SAY
2-May-25	2202	Trucks appear to be junk or inoperable in driveway	Citation		16-May-25		28-Oct-25	1-Oct-25	03-04-327-	29 Surrey Road	Montgomer	60538	BOULDER1	UNINCORF	OSWEGO
1-May-25	2198	Trucks in driveway look like they are junk/ inoperable	Citation		27-Aug-25		23-Dec-25	3-Oct-25	03-09-105-	118 Circle Drive East	Montgomer	60538	BOULDER2	UNINCORF	OSWEGO
29-Apr-25	2211	Abandoned Home	Hold					13-Jun-25	02-13-479-	19 Center Drive	Oswego	60543	RIVERVIEW	UNINCORF	BRISTOL — Waiting On Prop Mgt
28-Apr-25	2215	Illegal Business and Accessory Structure No permit	Citation		14-May-25		25-Nov-25	1-Oct-25	03-24-100-	640 E Rance Road	Oswego	60543		UNINCORF	OSWEGO
28-Apr-25	2209	Insp. Vehicles + # of trailers	30 Day Not	6-Aug-25	22-Sep-25			23-Sep-25	08-12-126-	6547 Chicago Road	Yorkville	60560	PLATTVILLE	PLATTVILLE	LISBON
28-Apr-25	2204	Towing Business	Monitoring	15-Oct-25				1-Oct-25	02-15-302-	2 South Street	Bristol	60512		UNINCORF	BRISTOL
27-Apr-25	2175	My neighbors yard is full of junk inoperable cars and other junk causing property v	Monitoring	15-Oct-25	10-Jul-25	Citation Mailed		2-Oct-25	03-04-378-	43 Saugatuck Road	Montgomer	60538			
18-Apr-25	2166	Abandoned Home	Hold					13-Jun-25	03-02-276-	316 Route 30	Aurora	60504	EYRES	UNINCORF	OSWEGO — waiting on Prop mgmt
9-Apr-25	2183	Shipping Container not allowed unless an accessory structure permit is issued.	Citation		8-May-25		25-Nov-25	1-Oct-25	02-16-229-	22 North Street	Bristol	60512		UNINCORF	BRISTOL
20-Feb-25	2137	Junk & Debris	Hold		13-Mar-25			1-Oct-25	06-28-300-	3505 CATON FARM F	MINOOKA	60447		UNINCORF	NA-AU-SAY — under investigation
11-Feb-25	2164	Commercial Vehicle Parking	Citation		25-Apr-25		28-Oct-25	1-Oct-25	06-13-151-	8342 Old Ridge Roac	Plainfield	60544		UNINCORF	NA-AU-SAY
15-Oct-24	2170	Parking Area / Impervious Surface added without Stormwater Permit and Storage	Citation		5-May-25		9-Sep-25	2-Oct-25	04-31-452-	11850 Fox River Driv	Newark	60541		UNINCORF	FOX — continued TO 10/28
18-Sep-24	2070	Building pool without a permit in flood zone	Citation		26-Aug-25		9-Dec-25	1-Oct-25	03-16-176-009		OSWEGO	60543	FOX BEND	UNINCORF	OSWEGO
18-Sep-24	2069	Junk and Debris	Citation		26-Aug-25		9-Dec-25	1-Oct-25	03-16-176-009		OSWEGO	60543	FOX BEND	UNINCORF	OSWEGO
10-Apr-24	1881	Trailer parked in required front or side yard setback.	Citation		15-Apr-24		28-Oct-25	3-Oct-25	03-04-378-	81 PUEBLO ROAD	Montgomer	60538	BOULDER1	UNINCORF	OSWEGO
10-Apr-24	1882	Trailer parked in required front or side yard setback.	Citation		15-Apr-24		28-Oct-25	3-Oct-25	03-04-377-	82 PUEBLO ROAD	Montgomer	60538	BOULDER1	UNINCORF	OSWEGO
10-Oct-23	2220	semi parking lot in floodplain	Monitoring	1-Dec-25				9-Sep-25	09-09-100-	13039 McKanna Roa	Minooka	60447		UNINCORF	SEWARD
14-Sep-23	2186	Junk and Debris / Inoperable Vehicles	Citation		27-Aug-25		28-Oct-25	1-Oct-25	08-11-100-	PIN 08-11-100-014	Plattville			PLATTVILLE	LISBON
1-Aug-22	2219	Work in Floodplain	Citation				30-Oct-25	2-Sep-25	09-27-200-	2511 Wildy Road	Minooka	60447		UNINCORF	SEWARD
13-Jul-21	2218	abandoned Home inoperable vehicles junk and debris	Citation				14-Oct-25	12-Aug-25	03-26-100-	1539 Collins Road	Oswego	60543		UNINCORF	OSWEGO

Permit Summary by Category
Kendall County

Permit Category	Count	Estimated Cost	Permit Fees	Land Cash
House	4	$3,261,000	$14,720	$8,020
Garage	2	$71,000	$400	$0
Accessory Buildings	9	$217,315	$930	$0
Additions	1	$2,500	$200	$0
Remodeling	4	$85,764	$1,030	$0
Commercial - B Zone	2	$300,000	$1,468	$0
Barns/Farm Buildings	1	$77,634	$0	$0
Signs	1	$5,750	$240	$0
Swimming Pools	1	$7,500	$200	$0
Decks	3	$60,170	$600	$0
Patio	1	$12,000	$50	$0
Generator	4	$47,859	$440	$0
Solar	8	$447,038	$2,800	$0
	41	$4,595,530	$23,078	$8,020

Sept 24 - 7 House
- 21 Total

YTD 24 - 33 House
269 Total

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Permit Summary by Category by Month
Kendall County

Permit Category	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
House	29	3	3	5	0	1	8	3	2	4	0	0	0
Garage	3	0	0	0	0	0	1	0	0	2	0	0	0
Accessory Buildings	45	5	0	3	4	2	13	3	6	9	0	0	0
Additions	8	1	1	2	1	0	1	1	0	1	0	0	0
Remodeling	21	2	3	3	4	1	2	1	1	4	0	0	0
Commercial - M Zone	1	0	0	0	0	0	0	0	1	0	0	0	0
Commercial - B Zone	4	0	0	0	1	0	1	0	0	2	0	0	0
Barns/Farm Buildings	19	1	2	2	4	1	3	1	4	1	0	0	0
Signs	1	0	0	0	0	0	0	0	0	1	0	0	0
Swimming Pools	20	1	2	2	4	0	2	4	4	1	0	0	0
Decks	29	0	2	1	10	2	6	3	2	3	0	0	0
Demolitions	3	1	1	0	0	0	1	0	0	0	0	0	0
Electrical Upgrades	14	1	1	2	1	0	6	1	2	0	0	0	0
Driveway	9	0	0	0	3	0	2	2	2	0	0	0	0
Fire Restoration	5	0	0	0	0	1	2	1	1	0	0	0	0
Patio	4	0	0	0	0	0	1	2	0	1	0	0	0
Generator	9	0	0	0	1	0	4	0	0	4	0	0	0
Solar	39	2	3	2	6	5	1	7	5	8	0	0	0
	263	17	18	22	39	13	54	29	30	41	0	0	0

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Permit Approval Date Report
Kendall County

Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
1/7/2025	012025012 01 House	04-02-227-005 HOGAN MICHAEL & SHERRY	6195 SOUTH WOODS CT YORKVILLE, IL 60560-	THE WOOD OF SILVER SPRINGS PHASE 2	JEFF HAZDRA HOMES & REMODELING
3/31/2025	012025073 01 House	05-12-276-010 MEADOR JASON & TINA	7653 CLUBHOUSE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	OVERSTREET BUILDERS
6/10/2025	012025133 01 House	01-36-100-033 SONG ALBERT C & AMY A	12784 RIVER ROAD PLANO, IL. 60545		AM KITCHEN & BATH
6/3/2025	012025132 01 House	02-35-414-013 GTH LIVING TRUST & EAH LIVING TRUST	7442 THORNHILL COURT YORKVILLE, IL. 60560	ROSEHILL	JAMES MENARD
3/4/2025	012025027 01 House	05-12-228-014 TRATTNER STEVEN & COLLEEN	7161 IRONWOOD CT YORKVILLE, IL 60560-	WHITETAIL RIDGE	DJK CUSTOM HOMES, INC.
6/30/2025	012025153 01 House	04-21-102-010 LORENTSEN ELLIOTT & CAMBRIA	9197 LEE HILL CT NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 4	REVOLUTION BUILDERS CUSTOM HOMES
7/3/2025	012025184 01 House	04-21-125-021 SCHOFIELD TIMOTHY J & JESSICA R	9295 N STONEWALL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	SAME
4/7/2025	012025074 01 House	05-02-202-001 GREEN KENNEDY E & CASSANDRA M	6006 AUDREY AVENUE YORKVILLE, IL. 60560	ROSEHILL	MCCUE BUILDERS INC.
6/24/2025	012025152 01 House	06-07-402-008 KANGAS SEAN & ANNETTE	7776 FAIRWAY DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	
1/28/2025	012025017 01 House	06-07-374-002 ESCOBEDO LARRY & KELLY R	5778 CHAMPIONSHIP CT. YORKVILLE, IL. 60560	WHITETAIL RIDGE	JAKE MENARD
8/18/2025	012025225 01 House	06-07-130-016 THIES JOINT LIVING TRUST	7170 GOLFVIEW CT YORKVILLE, IL 60560-	WHITETAIL RIDGE	KINGS COURT BUILDERS

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
7/28/2025	012025205 01 House	01-23-100-002 CAMPBELL TIM	2970 C ROCK CREEK RD PLANO, IL 60545-		
7/3/2025	012025175 01 House	04-21-102-003 AMWOZA SHANE & SARAH	9219 CHATHAM PL NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	SAME
2/26/2025	012024351 01 House	02-35-301-007 MARKS MICHAEL	5971 FIELDS DRIVE YORKVILLE, IL. 60560	FIELDS OF FARM COLONY UNIT 2	MICHAEL ANTHONY BUILDERS
9/13/2025	012025248 01 House	05-32-100-002 SEBBY KEVIN	11135 IMMANUEL RD YORKVILLE, IL 60560-		
3/24/2025	012025054 01 House	06-07-402-011 HEAVENS CRAIG & DEBORAH	7854 FAIRWAY DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	SILVERTHORNE DEVELOPMENT CO
6/27/2025	012025174 01 House	02-23-176-011 TULLOCH JOHN R & BERNICE E	7630 ROUTE 34 OSWEGO, IL 60543-		JMK CONSTRUCTION 5 INC.
1/3/2025	012025007 01 House	05-12-226-003 BURNETT PTOSHIA A	6005 WHITETAIL RIDGE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	REVOLUTION BUILDERS CUSTOM HOMES
9/16/2025	012025249 01 House	06-05-394-001 NEUMANN COLT & REENA	4784 WAAKEESHA DR. OSWEGO, IL. 60543	HENNEBERRY WOODS UNIT 2	MIKOLS CONSTRUCTION INC.
7/3/2025	012025179 01 House	02-06-100-021 KONICEK FAMILY LIMITED PARTNERSHIP	345 ASHE ROAD PLANO, IL. 60545		
9/16/2025	012025256 01 House	05-03-275-012 SCHWARK TRAVIS E & MELISSA D	6448 RAVINE CT YORKVILLE, IL 60560-	RAVINE WOODS SUB	CL DESIGN - BUILD INC.
4/1/2025	012025042 01 House	06-07-374-007 MCCUE DEVELOPMENT INC	5918 CHAMPIONSHIP CT YORKVILLE, IL 60560-	WHITETAIL RIDGE	MCCUE BUILDERS INC.

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
4/8/2025	012025076 01 House	09-29-400-007 AARON WHITE	16947 OBRIEN ROAD MINOOKA, IL. 60447		WHITE & SONS BUILDERS
3/4/2025	012025052 01 House	02-35-401-002 FROEHLICH ADAM & KELLY	5603 FIELDS DRIVE YORKVILLE	FIELDS OF FARM COLONY UNIT 3	SILVERTHORNE DEVELOPMENT
2/6/2025	012025036 01 House	05-12-277-015 SIEMIANOWSKI JOSEPH R & JULIE T	5929 LEGACY CIR YORKVILLE, IL 60560-	WHITETAIL RIDGE	KING'S COURT BUILDERS
3/12/2025	012025038 01 House	06-02-125-001 CARRESCIA BLAKE & MICHAELA	6192 DOVER CT OSWEGO, IL 60543-	SOUTHFIELD ESTATES	NICK NAHAS
2/10/2025	012025032 01 House	06-07-405-002 PARNELL RYAN & EUGENIA	5516 LEGEND DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	REVOLUTION BUILDERS CUSTOM HOMES
5/20/2025	012025129 01 House	02-35-413-002 WASZAK ROBERT T & WASZAK NANCY A	5596 FIELDS DR. YORKVILLE, IL. 60560	FIELDS OF FARM COLONY UNIT 4	OWNER
8/28/2025	012025189 01 House	01-33-101-005 ERGO TED W & LISA G	5336 OAK MEADOW COURT PLANO, IL. 60545	DEER RIDGE PUD	
1/15/2025	012025015 01 House	02-23-303-012 PFLIPSEN DAVID & RASHIDA	26 TIMBER RIDGE DR. YORKVILLE, IL. 60560	TIMBER RIDGE SUB UNIT 1	ED SALOGA DESIGN BUILD
7/18/2025	012025196 01 House	02-36-300-002 COURTERIER MICHAEL & MEGHAN	6717 RESERVATION RD YORKVILLE, IL 60560-		
6/26/2025	022025160 02 Garage	03-09-153-016 RENNER DONALD	33 PICKFORD RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 21	STANLEY GARAGE BUILDERS
9/18/2025	022025267 02 Garage	02-34-177-003 BARRINGER HENRY DALE JR	8751 VAN EMMON RD YORKVILLE, IL 60560-	OWNERS SUB PT NW 1/4 SEC 34-37-7	

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
9/28/2025	022025278 02 Garage	03-19-202-006 TRIPP THOMAS	627 DOUGLAS ST OSWEGO, IL 60543-	LAURIE KAY SUB	BILL BUSHWALLER-TUFF SHED
1/13/2025	032025021 03 Accessory Buildings	08-01-300-003 MACKENZIE MARK A	, -		
7/28/2025	032025204 03 Accessory Buildings	03-05-253-021 RITTER BARRY L & MARGARET J	25 N BEREMAN RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 15 REUSB	
7/15/2025	032025195 03 Accessory Buildings	01-10-101-004 CHIHUAHUA HOLDING COMPANY LLC	1182 VILMAN RD PLANO, IL 60545-		Jose Rodriguez/Chihuahua Holding Co
8/14/2025	032025222 03 Accessory Buildings	06-02-103-008 LOPEZ MELISSA & SANCHEZ IVAN D LOPEZ	6189 DOVER CT OSWEGO, IL 60543-	SOUTHFIELD ESTATES	MILMAR BUILDINGS
8/19/2025	032025229 03 Accessory Buildings	02-11-102-005 HERNANDEZ DAVID J	117 WILLOW LN BRISTOL, IL 60512-	WILLOWBROOK UNIT 2 AMNDED PLAT	TUFF SHED
9/3/2025	032025244 03 Accessory Buildings	01-19-477-003 HARING RONALD A & DARLENE	17024 FRAZIER RD PLANO, IL 60545-	SUGAR BROOK ESTATES SUB	
9/28/2025	032025227 03 Accessory Buildings	09-33-300-003 SIEGLER KIRK & DIONE	3526 HOLT RD MINOOKA, IL 60447-		
9/16/2025	032025173 03 Accessory Buildings	03-24-100-009 CARRILLO PEDRO	640 D RANCE RD OSWEGO, IL 60543-		
6/29/2025	032025169 03 Accessory Buildings	03-04-303-026 DILLENBURG CHERYL & ERICH P	34 MARNEL RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 10	
6/30/2025	032025178 03 Accessory Buildings	06-33-300-004 WILSON MICHAEL JEAN & PAMELA	11995 MCKANNA RD MINOOKA, IL 60447-		

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
7/28/2025	032025168 03 Accessory Buildings	03-07-276-002 RAMIREZ MARIO R & MARISOL	15 SHELL CT OSWEGO, IL 60543-	MARINA TERRACE	
6/26/2025	032025162 03 Accessory Buildings	08-12-151-002 NAVA SERGIO MEDINA & MATTHEWS	6986 CHICAGO RD. MINOOKA, IL. 60447		
6/26/2025	032025161 03 Accessory Buildings	05-06-352-002 SERAPHIN JOHN P & SHEILA M	3 CHALLY DR YORKVILLE, IL 60560-	PAVILLION HEIGHTS UNIT 4	TUFF SHED
6/13/2025	032025154 03 Accessory Buildings	01-10-352-004 MCLAIN MARK R & LUCINDA LEE	1900 LITTLE ROCK RD PLANO, IL 60545-	SNYDER SUB	CLEARY BUILDING CORP
6/29/2025	032025171 03 Accessory Buildings	02-30-300-009 BECK RYAN & SHANNON	4518 ELDAMAIN RD PLANO, IL 60545-		
6/26/2025	032025163 03 Accessory Buildings	02-16-227-003 RUSS JOHN & DEBBIE	2042 CORNEILS RD BRISTOL, IL 60512-	GLAD-ELL SUB	BOB LEE CONSTRUCTION
9/28/2025	032025279 03 Accessory Buildings	05-02-128-005 BRUMMEL KENNETH JR & NATALIE A	6143 SAVANNA CT YORKVILLE, IL 60560-	ROSEHILL	
4/23/2025	032025103 03 Accessory Buildings	05-02-128-002 HALL DAVID	7482 AUDREY AVE YORKVILLE, IL 60560-	ROSEHILL	
6/29/2025	032025167 03 Accessory Buildings	03-18-428-009 JOHNSON LINDA & KEITH	5118 B ROUTE 34 OSWEGO, IL 60543-		
8/26/2025	032025232 03 Accessory Buildings	02-24-177-005 LICHTER EDWARD	6626 SUNDOWN LN YORKVILLE, IL 60560-		MIDWEST STEEL
6/9/2025	032025149 03 Accessory Buildings	03-08-280-028 WASZKOWIAK RICHARD F & BETH A	5 FIELDCREST DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 17	COACH HOUSE GARAGES

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
9/25/2025	032025277 03 Accessory Buildings	09-07-200-028 GOVEDNIK JOSEPH & BRITTANY	13315 B GROVE RD MINOOKA, IL 60447-	HIGHGROVE	ZENZ BUILDINGS
5/5/2025	032025121 03 Accessory Buildings	01-25-376-004 GORMLEY RICK L & DENISE J	12446 MITCHELL DR PLANO, IL 60545-	SCHAEFER WOODS SOUTH UNIT 2	
6/2/2025	032025140 03 Accessory Buildings	02-23-303-002 STANISZEWSKI MEGAN A & THADDEUS J	17 CANYON CT YORKVILLE, IL 60560-	TIMBER RIDGE SUB UNIT 1	
6/10/2025	032025138 03 Accessory Buildings	05-02-128-008 NESS JEFFREY S & DEBRA L	6200 SAVANNA CT YORKVILLE, IL 60560-	ROSEHILL	BACKYARD STORAGE SOLUTIONS
9/10/2025	032025247 03 Accessory Buildings	02-28-301-003 JONES JASON D	205 GEORGEANNA ST YORKVILLE, IL 60560-	COUNTRYSIDE SUB UNIT 7	
5/13/2025	032025127 03 Accessory Buildings	02-14-428-006 SPAARGAREN RODGERS BRENT CLYDE	29 CHARLES ST OSWEGO, IL 60543-	LYNWOOD EXTENSION 6	
1/13/2025	032025024 03 Accessory Buildings	02-34-127-002 DEBOLT BRIAN & ARMELINDA	4 ACORN LN YORKVILLE, IL 60560-	FOX RIVER GARDENS	SAME AS OWNER
9/24/2025	032025251 03 Accessory Buildings	05-06-302-006 DAHL MANAGEMENT LLC	6738 A-C PAVILLION RD YORKVILLE, IL 60560-		CLEARY BUILDING CORP
3/20/2025	032025063 03 Accessory Buildings	02-22-427-001 SPRATLEY BRETT S & GINA E	36 TIMBERVIEW LN YORKVILLE, IL 60560-	TIMBER RIDGE SUB UNIT 2	
3/12/2025	032025059 03 Accessory Buildings	02-35-384-004 VAN FLEET LIVING TRUST	7645 MADELINE DR YORKVILLE, IL 60560-	FIELDS OF FARM COLONY UNIT 3	BOONDOCK BARNS
4/18/2025	032025062 03 Accessory Buildings	02-26-401-002 AGUIRRE LUIS JR & RAMIREZ JAZEL I	11 OAK CREEK DR YORKVILLE, IL 60560-	OAK CREEK SUB	THE LANDSCAPING EXPERTS, INC.

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Issue Date	Permit ID / Permit Category	Parcel Number / Owner Name	Property Address	Subdivision	Contractor Name
4/15/2025	032025089 03 Accessory Buildings	04-02-227-002 WARREN BRANDON M	6202 POLO CLUB DR YORKVILLE, IL 60560-	THE WOOD OF SILVER SPRINGS PHASE 2	CLEARY BUILDING CORP
4/7/2025	032025081 03 Accessory Buildings	03-08-227-024 DOSSETT JILL L & BRIAN L	72 CIRCLE DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 17	
1/31/2025	032025029 03 Accessory Buildings	02-15-327-004 BRUDERLE K CHARLES	88 BRISTOL RIDGE RD BRISTOL, IL 60512-		SELF
1/23/2025	032025026 03 Accessory Buildings	06-08-101-027 MORRIS PATRICK J & MICHELE R	7251 JOYCE CT OSWEGO, IL 60543-	GROVE ESTATES	
9/3/2025	042025057 04 Additions	09-09-100-009 CURA VICTORIA & JOE	13130 MCKANNA RD MINOOKA, IL 60447-		
3/5/2025	042025051 04 Additions	01-31-300-001 FRIEDERS, JOSPEH; GENE R FRIEDERS	17710 LIONS RD SANDWICH, IL 60548-		
1/13/2025	042025022 04 Additions	07-16-400-006 MARTINEZ DAVID M & BOBBI JO	14560 TOWNHOUSE RD NEWARK, IL 60541-		
9/16/2025	042025253 04 Additions	04-01-326-002 WILLMAN ROBERT	53 FOX CT YORKVILLE, IL 60560-		
8/1/2025	042025212 04 Additions	05-08-376-009 MILLER TERRENCE R & BARBARA L B	15 JULIUS CT YORKVILLE, IL 60560-	RONHILL ESTATES	JAMES P CONSTRUCTION
6/3/2025	042025145 04 Additions	05-12-220-006 RAHN AARON B & LAUREN M	6306 VALLEYVIEW CT YORKVILLE, IL 60560-	WHITETAIL RIDGE	JPM CUSTOM HOMES
4/21/2025	042025097 04 Additions	05-07-176-008 BARKER JERAD T & RACHEL A	31 HIGHVIEW DR YORKVILLE, IL 60560-	PAVILLION HEIGHTS UNIT 1	J&R CONSTRUCTION SERVICES

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
3/12/2025	042025058 04 Additions	02-21-151-013 CLARK THOMAS WILLIAM & SHEGA JESSICA & DAVID	19 AMANDA LN YORKVILLE, IL 60560-	ASHLEY WOODS	GREAT DAY IMPROVEMENTS LLC
6/25/2025	042024259 04 Additions	02-24-151-005 BOCZKO KENYATTA	6800 SUNDOWN LN YORKVILLE, IL 60560-	HERRENS RIVERSIDE ACRES UNIT 1	
4/21/2025	052025096 05 Remodeling	02-28-301-003 JONES JASON D	205 GEORGEANNA ST YORKVILLE, IL 60560-	COUNTRYSIDE SUB UNIT 7	WELL EXPERT
4/14/2025	052025091 05 Remodeling	03-32-131-002 MAGO MICHAEL J	5380 OLD RESERVE RD OSWEGO, IL 60543-	OLD RESERVE HILLS UNIT 1	TRANQUILITY BUILDERS INC.
3/25/2025	052025069 05 Remodeling	02-35-413-011 RUMSHAS LEISA D	7388 GILDA CT YORKVILLE, IL 60560-	FIELDS OF FARM COLONY UNIT 4	SYNERGY BUILDERS INC.
3/11/2025	052025056 05 Remodeling	03-05-253-032 OSWEGOLAND PARK DISTRICT	0 BOULDER HILL PASS MONTGOMERY, IL 60538-		LEOPARDO CONSTRUCTION
2/5/2025	052025035 05 Remodeling	03-18-328-007 PATULA ROBERT R & KATHRYN L	9 N CHERRY DR OSWEGO, IL 60543-	OWNERS 2ND SUB SEC 18-37-8	LEADS CONSTRUCTION
1/13/2025	052025023 05 Remodeling	02-34-127-002 DEBOLT BRIAN & ARMELINDA	4 ACORN LN YORKVILLE, IL 60560-	FOX RIVER GARDENS	SAME AS OWNER
9/23/2025	052025272 05 Remodeling	02-28-301-003 JONES JASON D & PENNEY PAMELA LYNN	205 GEORGEANNA ST YORKVILLE, IL 60560-	COUNTRYSIDE SUB UNIT 7	CATCON INC.
9/16/2025	052025262 05 Remodeling	05-06-276-003 SPEROS JON	88 POPLAR RD YORKVILLE, IL 60560-	FOXLAWN UNIT 4	WELL EXPERT
9/10/2025	052025255 05 Remodeling	03-05-229-008 GANNON NORA K & FELTS RICHARD E	32 FERNWOOD RD MONTGOMERY, IL 60538-		FOREVER HOME RENOVATIONS

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Issue Date	Permit ID / Permit Category	Parcel Number / Owner Name	Property Address	Subdivision	Contractor Name
9/2/2025	052025241 05 Remodeling	04-02-231-004 DEVORAK MATTHEW & JENNIFER	6232 SOUTH WOODS CT YORKVILLE, IL 60560-	THE WOODS OF SILVER SPRINGS	MATRIX HOME SOLUTIONS
1/27/2025	052025028 05 Remodeling	02-21-151-004 GOSCINIAK TOMASZ	20 PATRICIA LN YORKVILLE, IL 60560-	RICHARDS BLACKBERRY ESTATES	
2/7/2025	052025037 05 Remodeling	05-12-228-003 TESTONE VINCENT & CAROL WESTPHAL	6004 WHITETAIL RIDGE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	ACCULEVEL, INC.
7/7/2025	052025180 05 Remodeling	02-34-176-005 MUND RONALD G & STUDLER D M	34 RIVERSIDE ST YORKVILLE, IL 60560-		THOMAS HOME REPAIR LLC
4/28/2025	052025114 05 Remodeling	02-15-252-001 GLASGOW DAVID M & KAREN M	14 N ROYAL OAKS DR BRISTOL, IL 60512-	THE WOODS OF BLACKBERRY OAKS	CAHILL CONTRACTORS LLC
3/25/2025	052025068 05 Remodeling	03-05-176-004 FOX METRO WATER REC DIST	682 ROUTE 31 OSWEGO, IL. 60543		
4/23/2025	052025106 05 Remodeling	03-05-176-004 FOX METRO WATER REC DIST	682 RTE 31 OSWEGO, IL. 60543		FOX METRO
5/6/2025	052025123 05 Remodeling	03-04-303-011 SEAN DENNIS	16 MARNEL RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 5	
6/5/2025	052025141 05 Remodeling	05-07-427-002 JEPSEN RICHARD M JR	11130 A LEGION RD YORKVILLE, IL 60560-		
7/28/2025	052025202 05 Remodeling	03-08-102-003 LUNA JUAN	1056 ROUTE 31 OSWEGO, IL 60543-		ACCULEVEL INC.
8/26/2025	062025223 06 Commercial - M Zone	03-05-176-001 FOX METRO WATER REC DIST	682 ROUTE 31 OSWEGO, IL. 60543		WHITTAKER CONSTRUCTION &

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Issue Date	Permit ID / Permit Category	Parcel Number / Owner Name	Property Address	Subdivision	Contractor Name
9/23/2025	072025275 07 Commercial - B Zone	09-13-200-014 FOUR SEASONS STORAGE, LLC	14339 COUNTY LINE RD SHOREWOOD, IL 60404-	GO PRO SPORTS	WICK BUILDINGS
9/16/2025	072025274 07 Commercial - B Zone	09-13-200-014 FOUR SEASONS STORAGE, LLC	14339 COUNTY LINE RD SHOREWOOD, IL 60404-	GO PRO SPORTS	WICK BUILDINGS
8/15/2025	072025157 07 Commercial - B Zone	09-13-400-011 OAKLAND AVE STORAGE LLC/	484 ROUTE 52 MINOOKA, IL. 60447		
4/25/2025	072025110 07 Commercial - B Zone	09-13-200-014 FOUR SEASONS STORAGE, LLC	14339 COUNTY LINE RD SHOREWOOD, IL 60404-	GO PRO SPORTS	WICK BUILDINGS
1/8/2025	072025010 07 Commercial - B Zone	02-10-300-019 FOX VALLEY FAMILY YMCA INC	1520 N CANNONBALL TRL BRISTOL, IL 60512-		
8/12/2025	082025220 08 Barns/Farm Buildings	07-20-400-026 JEFFREY A & SANDRA L SPANG	15968 STEPHENS ROAD NEWARK, IL. 60541		
8/6/2025	082025216 08 Barns/Farm Buildings	07-35-300-003 LARSON MAYNARD & SUZANNE TRS	13574 HILL RD NEWARK, IL 60541-		
6/2/2025	082025137 08 Barns/Farm Buildings	06-10-100-003 KELLER MARTIN J & NICOLE C	7426 B SCHLAPP RD OSWEGO, IL 60543-		
7/9/2025	082025190 08 Barns/Farm Buildings	05-19-100-003 HAWKINSON STEVEN DOUGLAS	9420 LISBON RD YORKVILLE, IL 60560-		
4/28/2025	082025109 08 Barns/Farm Buildings	04-31-200-009 ALLEN JEFFREY D & BRITTANY	11313 B CRIMMIN RD NEWARK, IL 60541-		
5/2/2025	082025100 08 Barns/Farm Buildings	02-36-300-004 ABBAS ALAA	6605 RESERVATION RD YORKVILLE, IL 60560-	MORGANS SUB	

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6/2/2025	082025143 08 Barns/Farm Buildings	03-24-100-010 ROSALES YOLANDA & ISAIAS	640 E RANCE RD OSWEGO, IL 60543-		
4/15/2025	082025092 08 Barns/Farm Buildings	01-30-100-006 TOWNSEND JASON S	4505 SANDY BLUFF RD PLANO, IL 60545-		
5/5/2025	082025120 08 Barns/Farm Buildings	06-10-200-006 KELLER FRANK	7426 SCHLAPP RD OSWEGO, IL 60543-		
6/2/2025	082025136 08 Barns/Farm Buildings	05-21-400-008 LUDWIG ADAM E	9239 WALKER RD YORKVILLE, IL 60560-		
4/10/2025	082025082 08 Barns/Farm Buildings	02-26-400-023 DEL TORO MARCO & IMELDA	7404 ROUTE 71 YORKVILLE, IL 60560-		
3/17/2025	082025061 08 Barns/Farm Buildings	07-29-200-004 FRIESTAD JOSHUA & SARAH	16187 ROODS RD NEWARK, IL 60541-		
3/5/2025	082025053 08 Barns/Farm Buildings	01-03-100-001 VARGAS TEODORO & VARGAS THEODORE	14780 GALENA RD PLANO, IL 60545-		
8/20/2025	082025230 08 Barns/Farm Buildings	07-07-300-003 UPDIKE, WILEY TR & UPDIKE, NANCY TR	13820 COUNTY LINE RD NEWARK, IL 60541-		
2/25/2025	082025047 08 Barns/Farm Buildings	03-27-200-008 HIGENS NICHOLAS & MARJORIE	4050 DOUGLAS RD OSWEGO, IL 60543-		
1/28/2025	082025031 08 Barns/Farm Buildings	09-15-200-003 BEST BUDGET TREE SERVICE LLC	2241 ROUTE 52 MINOOKA, IL 60447-		
6/3/2025	082025044 08 Barns/Farm Buildings	09-29-400-010 PLJ PARTNERSHIP LP	, -		

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8/14/2025	082025226 08 Barns/Farm Buildings	01-18-300-008 ROSS JASON K & KRISTINA L	17773 SEDGEWICK ROAD SANDWICH, IL. 60548		
9/30/2025	092025264 09 Signs	03-27-200-002 JEANETTES PAWS OSWEGO LLC	2175 COLLINS RD OSWEGO, IL 60543-		VISION SIGN & DESIGN
4/4/2025	122025075 12 Swimming Pools	04-21-252-002 YENTER KELLI & CHRIS	15536 PROSPECT HILL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	10X POOLS
3/31/2025	122025070 12 Swimming Pools	03-18-376-007 RAMIREZ SALVADOR C & ANGELA	6 W PLEASANTVIEW DR OSWEGO, IL 60543-	RIVERVIEW HEIGHTS	
2/5/2025	122025033 12 Swimming Pools	05-12-228-002 FISHER JUSTIN & RACHELLE	5976 WHITETAIL RIDGE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	ALL PROPERTY SERVICES INC.
3/4/2025	122025049 12 Swimming Pools	05-12-220-009 FULTON STEPHEN D JR	7365 CLUBHOUSE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	SWIM SHACK INC.
9/10/2025	122025254 12 Swimming Pools	02-28-452-014 RIEDY ANTHONY EDWARD LIV TRUST &	607 WACKER DR YORKVILLE, IL 60560-	WACKERLIN SUB	
8/20/2025	122025233 12 Swimming Pools	06-07-401-006 BENZING JESSICA & GEORGE	7667 BENTGRASS CIR YORKVILLE, IL 60560-	WHITETAIL RIDGE	BAJA BART, INC.% BRIAN BART
8/25/2025	122025231 12 Swimming Pools	05-12-227-005 MURRAY KYLE & ANNA	7221 CLUBHOUSE DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	PARADISE POOLS INC
8/11/2025	122025217 12 Swimming Pools	06-07-374-002 ESCOBEDO LARRY & KELLY R	5778 CHAMPIONSHIP CT. YORKVILLE, IL. 60560	WHITETAIL RIDGE	SUNCO POOLS
8/4/2025	122025213 12 Swimming Pools	06-07-374-001 HATCH MICHAEL & ANGELA	5750 CHAMPIONSHIP CT YORKVILLE, IL 60560-	WHITETAIL RIDGE	SUNCO POOLS INC.

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Issue Date	Permit ID / Permit Category	Parcel Number / Owner Name	Property Address	Subdivision	Contractor Name
7/28/2025	122025200 12 Swimming Pools	02-23-302-004 SLADEK ZACHARY	7 TIMBER VIEW LN YORKVILLE, IL 60560-	TIMBER RIDGE SUB UNIT 2	DUTCH BARN LLC
7/18/2025	122025199 12 Swimming Pools	02-13-352-006 CINTO CHRISTOPHER J & EVANGELINE M	122 RIVERWOOD DR OSWEGO, IL 60543-	RIVER WOOD FARMS	
7/15/2025	122025192 12 Swimming Pools	05-12-277-015 SIEMIANOWSKI JOSEPH R & JULIE T	5929 LEGACY CIR YORKVILLE, IL 60560-	WHITETAIL RIDGE	DESROCHERS BACKYARD POOLS
7/3/2025	122025183 12 Swimming Pools	06-02-177-003 ROSIER CHRISTOPHER A &	7 CHEROKEE DR OSWEGO, IL 60543-	OSWEGO PLAINS	
6/5/2025	122025147 12 Swimming Pools	06-33-300-004 WILSON MICHAEL JEAN & PAMELA	11995 MCKANNA RD MINOOKA, IL 60447-		
8/14/2025	122025221 12 Swimming Pools	03-32-130-001 CURIEL ALEJANDRO & TOMASA LYNN	5345 GOLDENROD DR OSWEGO, IL 60543-	OLD RESERVE HILLS UNIT 1	PARADISE POOLS INC.
5/2/2025	122025117 12 Swimming Pools	03-08-276-005 LOPEZ SAMANTHA	6 FIELDPOINT RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 17	
5/6/2025	122025098 12 Swimming Pools	02-21-200-028 WIESCHHAUS KRISTOPHER T &	9261 KENNEDY RD YORKVILLE, IL 60560-		
4/22/2025	122025095 12 Swimming Pools	02-35-127-009 RODRIGUEZ JOSE	34 MORGAN CT YORKVILLE, IL 60560-	FARM COLONY	
4/14/2025	122025085 12 Swimming Pools	02-16-276-012 ROCEN SHERI	25 NORTH ST BRISTOL, IL 60512-		
4/24/2025	132025111 13 Decks	01-25-461-002 BERRIOS LAURIE ANN & WILLIAM	12156 MITCHELL DR PLANO, IL 60545-	SCHAEFER WOODS SOUTH UNIT 1	ROONEY BUILDERS

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Permit Approval Date Report
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4/25/2025	132025108 13 Decks	01-35-428-013 SCHILTZ DANIEL	32 WILLOW SPRINGS LN PLANO, IL 60545-	THE WILLOWS SUB	
4/22/2025	132025101 13 Decks	03-08-302-002 LECHUGA LORENZO & TERESA	115 LAURIE LN OSWEGO, IL 60543-	SHORE HEIGHTS UNIT 1	
4/15/2025	132025090 13 Decks	04-21-125-022 PADILLA FAMILY TRUST	9315 N STONEWALL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	MI-TER BUILT HOMES INC.
4/14/2025	132025086 13 Decks	02-16-276-012 ROCEN SHERI	25 NORTH ST BRISTOL, IL 60512-		
4/8/2025	132025084 13 Decks	01-16-427-009 KANTOR MATTHEW E & AUDRA MAE	40 MEYER RD PLANO, IL 60545-	MEYERBROOK UNIT 3	RLK BUILDERS INC.
3/31/2025	132025072 13 Decks	01-32-101-002 AVENARIUS DAVID & LAURIE H	16700 GRISWOLD SPRINGS RD PLANO, IL 60545-	SANDY BLUFF DUTCH ACRES	UPPERDECK DESIGNS & CONSTRUCTION
2/19/2025	132025043 13 Decks	04-21-125-008 FREEMAN JON & JAYMIE	15715 HOODS CIR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 2	WEST SUBURBAN DECKS., LLC
2/13/2025	132025041 13 Decks	06-02-400-005 POTTS BRIAN D & KENDRA H	1430 CHERRY RD OSWEGO, IL 60543-		WARNER'S DECKING, INC.
7/28/2025	132025201 13 Decks	03-07-229-007 BROEFFLE STEPHEN J & LAURA L	7 MARLIN DR OSWEGO, IL 60543-	MARINA TERRACE	PARTIPILO CUSTOM DECKS
7/7/2025	132025185 13 Decks	03-18-379-007 JONES SEAN ROBERT	42 S CHERRY DR OSWEGO, IL 60543-	RIVERVIEW HEIGHTS	J&E RESTORATIONS
7/3/2025	132025182 13 Decks	06-02-177-003 ROSIER CHRISTOPHER A &	7 CHEROKEE DR OSWEGO, IL 60543-	OSWEGO PLAINS	

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6/30/2025	132025172 13 Decks	02-22-476-002 BURNETT PHILLIP D & ROSEANN	35 TIMBER VIEW LN YORKVILLE, IL 60560-	TIMBER RIDGE SUB UNIT 2	REVAMP FENCE & DECK
6/2/2025	132025148 13 Decks	03-32-131-002 MAGO MICHAEL J	5380 OLD RESERVE RD OSWEGO, IL 60543-	OLD RESERVE HILLS UNIT 1	PARTIPILO CUSTOM DECKS
5/29/2025	132025146 13 Decks	06-25-400-005 SCHROEDER HAROLD & CAROL	10893 LINE RD PLAINFIELD, IL 60586-		STAN'S ROOFING & SIDING
6/2/2025	132025134 13 Decks	05-06-276-003 SPEROS JON	88 POPLAR RD YORKVILLE, IL 60560-	FOXLAWN UNIT 4	UPPERDECK DESIGN & CONSTRUCTION
5/15/2025	132025130 13 Decks	03-07-403-007 SANCHEZ ROY & JOLEIGH	175 DOLORES ST OSWEGO, IL 60543-	SHORE HEIGHTS UNIT 2	
6/3/2025	132025119 13 Decks	03-18-376-007 RAMIREZ SALVADOR C & ANGELA	6 W PLEASANTVIEW DR OSWEGO, IL 60543-	RIVERVIEW HEIGHTS	
5/1/2025	132025118 13 Decks	04-21-252-002 YENTER KELLI & CHRIS	15536 PROSPECT HILL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	COMPLETE CONSTRUCTION
5/2/2025	132025116 13 Decks	02-35-276-010 DRAPER ROSS & AMY	187 COUNTRY RD YORKVILLE, IL 60560-	FARM COLONY	
4/28/2025	132025113 13 Decks	02-15-252-001 GLASGOW DAVID M & KAREN M	14 N ROYAL OAKS DR BRISTOL, IL 60512-	THE WOODS OF BLACKBERRY OAKS	CAHILL CONTRACTORS LLC
9/24/2025	132025271 13 Decks	04-16-253-013 LARSON JANE M & KNOX RITA LARSON	8276 FOX RIVER DR MILLBROOK, IL 60536-		PARTIPILO CUSTOM DECKS
9/18/2025	132025268 13 Decks	04-09-351-012 DWORAK CANDY C	14 FOX RUN DR MILLBROOK, IL 60536-	FOXHURST UNIT 4	STRAIGHT N LEVEL QUALITY CONSTRUCTION

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5/6/2025	132025099 13 Decks	02-21-200-028 WIESCHHAUS KRISTOPHER T & HILLARY M	9261 KENNEDY RD YORKVILLE, IL 60560-		
9/10/2025	132025246 13 Decks	02-36-105-011 MELZER THOMAS A & HEATHER A	251 TALLGRASS LN YORKVILLE, IL 60560-	FARM COLONY	RLK BUILDER INC.
8/26/2025	132025237 13 Decks	06-06-226-018 BERGER GREGG R & LILA J	40 CHIPPEWA DR OSWEGO, IL 60543-		PLATINUM DECKING
8/11/2025	132025214 13 Decks	06-33-300-004 WILSON MICHAEL JEAN & PAMELA	11995 MCKANNA RD MINOOKA, IL 60447-		
7/30/2025	132025207 13 Decks	04-21-105-001 STERIOTI FRANK & AUDREY	16026 S STONEWALL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 4	
6/26/2025	142025159 14 Demolitions	09-16-200-006 ROBINSON ROBERT	3035 ROUTE 52 MINOOKA, IL 60447-		US HOME SERVICES
6/13/2025	142025025 14 Demolitions	03-25-400-001 ROUSONELOS AGRI & INVEST PARTN	4560 STEWART RD OSWEGO, IL 60543-		
9/2/2025	152025242 15 Electrical Upgrades	02-22-126-003 KINSEY ERIC C & JULIE	34 LAKEVIEW DR YORKVILLE, IL 60560-	BRISTOL LAKE SUB	AESTHETIC AIR & ELECTRIC
8/12/2025	152025218 15 Electrical Upgrades	03-05-279-005 KIRAL RAYMOND & NANCY	14 KNOLLWOOD DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 3	HI-LITE ELECTRIC
7/7/2025	152025187 15 Electrical Upgrades	06-02-177-002 RENDINA BRUNO & LAURA L	103 OSWEGO PLAINS DR OSWEGO, IL 60543-	OSWEGO PLAINS	DELTA PRO ELECTRIC LLC.
6/30/2025	152025176 15 Electrical Upgrades	02-34-151-017 GREISMANN KENNETH J & ROXANNE	96 QUINSEY RD YORKVILLE, IL 60560-		ECO ENERGY SERVICES LLC

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6/19/2025	152025166 15 Electrical Upgrades	01-20-376-002 GOMEZ ERIC & MISTY	87 WOODLAND DR PLANO, IL 60545-	SUGAR BROOK ESTATES RESUB UNIT 2	
6/13/2025	152025158 15 Electrical Upgrades	01-33-100-025 CIOFANI EDWARD	15646 C GRISWOLD SPRINGS RD PLANO, IL 60545-	THE BLUFFS PUD	RED STAR ELECTRIC
6/9/2025	152025150 15 Electrical Upgrades	02-35-431-010 SMITH KELLY A	5748 AUDREY AVE YORKVILLE, IL 60560-	FIELDS OF FARM COLONY UNIT 4	NU-TREND EV & ELECTRICAL SERVICES
6/2/2025	152025135 15 Electrical Upgrades	03-31-302-002 HER TAO & PANG	9 SETTLERS LN OSWEGO, IL 60543-	HATTNER SUB	MISTER SPARKY
4/23/2025	152025102 15 Electrical Upgrades	06-18-200-015 VILLA JOSE D & TOVAR GLADYS S	8200 GROVE ROAD YORKVILLE, IL. 60560		
6/30/2025	152025177 15 Electrical Upgrades	06-16-400-002 BEAM MARK	8555 S SCHLAPP RD PLAINFIELD, IL 60544-		ECO ENERGY SERVICES LLC
3/20/2025	152025064 15 Electrical Upgrades	04-16-376-011 DEPAULO BUILDERS INC % ESTATES OF MILLBROOK HOA	, -		JJJ COMMUNICATIONS LLC
3/12/2025	152025060 15 Electrical Upgrades	02-34-157-002 HEIMSOTH MARK E & BETHANY A	8935 VAN EMMON RD YORKVILLE, IL 60560-	HRUBYS PLAT	THOMAS A AGUIRRE
2/25/2025	152025048 15 Electrical Upgrades	02-22-126-004 LEIFHEIT ELMER B & NANCY	26 LAKEVIEW DR YORKVILLE, IL 60560-		TIMOTHY J MCHENRY
1/9/2025	152025019 15 Electrical Upgrades	06-13-129-004 JOHNSON RYAN A & JESSICA L	33 VIKING BLVD PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	HI - LITE ELECTRIC INC.
8/26/2025	182025236 18 Driveway	03-04-354-015 HAUSER KATHY	97 CIRCLE DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 7	PUEBLO CONCRETE

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8/26/2025	182025235 18 Driveway	03-32-326-002 MELCHOR ROBERTO M & SANCHEZ HEIDI L	71 CRESTVIEW DR OSWEGO, IL 60543-	CRESTVIEW WOODS	
7/18/2025	182025194 18 Driveway	03-04-455-006 PEGUES JOSEPHINE	66 SAUGATUCK RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 19	AV CONCRETE
7/9/2025	182025191 18 Driveway	02-21-178-002 ALVAREZ RAMON & FOX AMY ELIZABETH	3416 ROUTE 47 YORKVILLE, IL 60560-		LUIS NUNEZ - DAVID G LANSCAPING
7/1/2025	182025181 18 Driveway	06-02-177-003 ROSIER CHRISTOPHER A &	7 CHEROKEE DR OSWEGO, IL 60543-	OSWEGO PLAINS	
6/25/2025	182025156 18 Driveway	03-04-151-018 KUNZ JOSEPH F JR & KATHARINE S	78 FERNWOOD RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	BLUE CONSTRUCTION
4/15/2025	182025094 18 Driveway	03-18-451-004 DALE EDMUND & DALE MARK	33 PLEASANTVIEW DR OSWEGO, IL 60543-	RIVERVIEW HEIGHTS	DALTON HENNINGER
5/14/2025	182025080 18 Driveway	01-10-101-004 CHIHUAHUA HOLDING COMPANY LLC	1182 VILMIN ROAD PLANO, IL. 60545		
4/7/2025	182025078 18 Driveway	03-07-403-007 SANCHEZ ROY & JOLEIGH	175 DOLORES ST OSWEGO, IL 60543-	SHORE HEIGHTS UNIT 2	
8/6/2025	192025215 19 Fire Restoration	08-21-200-009 CHAPMAN PHILIP D & SHARI L	15450 ROUTE 47 NEWARK, IL 60541-		
8/4/2025	192025210 19 Fire Restoration	02-14-428-001 PRATT JOHN J & JOYCE A	74 W RICKARD DR OSWEGO, IL 60543-	LYNWOOD EXTENSION 5	
6/4/2025	192025144 19 Fire Restoration	01-06-100-006 EDLEBECK TERRI LYNN	17609 GALENA RD BIG ROCK, IL 60511-		BELFOR PROPERTY RESTORATION

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9/18/2025	192025142 19 Fire Restoration	02-11-152-004 BISHOP JAMES & MELINDA	27 WILLOW LN BRISTOL, IL 60512-	WILLOWBROOK UNIT 1	BLU SKY RESTORATION
6/2/2025	192025125 19 Fire Restoration	03-04-280-007 WELCH STEPHEN R & KATHERINE M	156 HEATHGATE RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 26	PLEASANT HILL CO INC.
9/13/2025	202025258 20 Patio	03-04-278-009 CAMPUZANO RIGOBERTO JR & GINA	17 AFTON DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 27	
7/28/2025	202025203 20 Patio	03-05-452-087 COOK LINDA L	39 CIRCLE DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 7	CEMENTRIX CONCRETE
7/15/2025	202025193 20 Patio	03-04-352-033 PENLEY NATHAN M & CARRIE L	67 HAMPTON RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 7	AV CONCRETE
6/13/2025	202025155 20 Patio	03-04-176-001 RUSH SHAUN & MADISON	80 FERNWOOD RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	BLUE CONSTRUCTION CORP.
9/17/2025	232025266 23 Generator	05-18-203-002 YOUNCE RICHARD C & CYNTHIA L	76 LONG GROVE RD YORKVILLE, IL 60560-	MAPLE GROVE	LEE LEGLER CONSTRUCTION &
9/18/2025	232025265 23 Generator	05-18-126-007 BEEN JACOB A	83 LONG GROVE RD YORKVILLE, IL 60560-	MAPLE GROVE	LEE LEGLER CONSTRUCTION &
9/17/2025	232025263 23 Generator	05-02-127-002 MATHRE SHEILA	6153 ROSE HILL LN YORKVILLE, IL 60560-	ROSEHILL	LEE LEGLER CONSTRUCTION &
9/16/2025	232025261 23 Generator	02-22-126-005 THORSON TODD JOSEPH & NANCY ANN	18 LAKEVIEW DR YORKVILLE, IL 60560-	BRISTOL LAKE SUB	JRC GENERATORS LLC
6/30/2025	232025170 23 Generator	04-16-350-015 AUGUSTINE JOHN & CHERYL M	9021 WILCOX CT NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 1	

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6/26/2025	232025165 23 Generator	05-18-228-003 DOLIN JULIE A	8019 WILSON CT YORKVILLE, IL 60560-	TANGLEWOOD TRAILS	LEE LEGLER CONSTRUCTION
6/26/2025	232025164 23 Generator	02-36-102-006 SIMANDLE JEROME J & BALUK JANET L	405 COUNTRY RD YORKVILLE, IL 60560-	FARM COLONY	LEE LEGLER CONSTRUCTION &
6/10/2025	232025151 23 Generator	03-18-428-003 HAFENRICHTER CARL	5232 ROUTE 34 OSWEGO, IL 60543-	OWNERS SUB SE 1/4 SEC 18-37-8	LEE LEGLER CONSTRUCTION &
4/7/2025	232025083 23 Generator	04-21-125-032 BRATLAND JAY S & MICHELLE J	9204 CHATHAM PL NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	
4/25/2025	242025112 24 Solar	03-09-153-002 MORALES BRENDA L	36 FIELDPOINT RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 25	FREEDOM FOREVER IL LLC
4/25/2025	242025107 24 Solar	03-04-406-015 KELLOGG PAUL E & KELLOGG CAROLYN	107 TEALWOOD RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 27	FIBONACCI ENERGY LLC
4/9/2025	242025088 24 Solar	03-04-307-024 HERRERA ELIEL	32 LONGBEACH RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 10	FREEDOM FOREVER IL LLC
4/7/2025	242025079 24 Solar	06-13-126-005 TAYLOR JUSTIN MARK & INTHA D	14 ANDY CT PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	FREEDOM FOREVER IL LLC
3/26/2025	242025066 24 Solar	03-31-477-007 COLLIER JOSH & COLLIER ANDREA	10 TOMAHAWK TRL OSWEGO, IL 60543-		ONE EARTH SOAR LLC
3/24/2025	242025065 24 Solar	02-10-400-006 IBARRA JOSE ANTONIO	8371 GALENA RD BRISTOL, IL 60512-		ION DEVELOPER LLC
3/3/2025	242025050 24 Solar	06-07-226-012 TJ BAUMGARTNER CUSTOM HOMES	7295 FAIRWAY DR YORKVILLE, IL 60560-	WHITETAIL RIDGE	CERTASUN LLC

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
2/25/2025	242025046 24 Solar	06-14-200-017 COUGAR TRUST	8493 OLD RIDGE RD PLAINFIELD, IL 60586-		BRS FIELDS OPS LLC
2/19/2025	242025045 24 Solar	02-10-400-006 IBARRA JOSE ANTONIO	8371 GALENA RD BRISTOL, IL 60512-		ION DEVELOPER LLC
1/27/2025	242025030 24 Solar	03-08-276-004 LOVELACE PATRICK M	4 FIELDPOINT RD MONTGOMERY, IL. 60538	BOULDER HILL UNIT 17	SUNRUN INSTALLATION SERVICES
7/30/2025	242025209 24 Solar	08-02-476-010 GORGES TIMOTHY A & SARAH M	12888 MACKENZIE RD YORKVILLE, IL 60560-	MURDO T MACKENZIE SUB	FREEDOM FOREVER IL LLC
7/30/2025	242025208 24 Solar	03-05-454-022 BREESE NANCY	14 CURTMAR CT MONTGOMERY, IL 60538-	BOULDER HILL UNIT 7	FREEDOM FOREVER IL LLC
7/30/2025	242025206 24 Solar	02-29-276-012 KRITZBERG SUSAN	1217 GAME FARM RD YORKVILLE, IL 60560-		VOLT LLC
7/18/2025	242025197 24 Solar	08-02-476-012 EATON JEFFREY H & TAMARA L	12944 MACKENZIE RD YORKVILLE, IL 60560-	MURDO T MACKENZIE SUB	GREENGRIDS
7/7/2025	242025188 24 Solar	06-13-126-004 DELARA JOSEPH & JANICE	18 ANDY CT PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	FREEDOM FOREVER LLC
6/2/2025	242025139 24 Solar	03-04-253-020 PONCE YENI ANGELICA	64 INGLESHIRE RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	1 EARTH SOLAR LLC
5/20/2025	242025131 24 Solar	06-13-128-001 CLINE DAVID B & TRACY ANN	17 ANDY CT PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	FREEDOM FOREVER IL LLC
5/15/2025	242025128 24 Solar	04-21-126-013 JENSEN TIMOTHY R & CAROL M	9290 N STONEWALL DR NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 3	SUNRUN INSTALLATION SERVICES INC

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
5/12/2025	242025126 24 Solar	05-07-176-009 HUGHES TANYA	37 HIGHVIEW DR YORKVILLE, IL 60560-	PAVILLION HEIGHTS UNIT 1	FREEDOM FOREVER IL LLC
5/8/2025	242025124 24 Solar	06-13-127-002 NOTTKE BRYAN P & AMY L	15 BETTY LN PLAINFIELD, IL 60586-	EVERGREEN GROVE UNIT 1	FREEDOM FOREVER IL LLC
7/18/2025	242025198 24 Solar	01-16-426-009 RICE NICOLE M	24 N LINDEN DR PLANO, IL 60545-	MEYERBROOK UNIT 1	SUNRUN INSTALLATION
5/5/2025	242025122 24 Solar	03-04-181-016 HENNE ROBERT T & ELIZABETH H	4 INGLESHIRE CT MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	SUNRUN INSTALLATION
8/28/2025	242025240 24 Solar	05-21-400-008 LUDWIG ADAM E	9239 WALKER RD YORKVILLE, IL 60560-		GARETT SCHWEILEHOFER
8/27/2025	242025239 24 Solar	06-08-101-025 KAY CHRISTOPHER N & JANINE LIV TRUST	7141 JOYCE CT OSWEGO, IL 60543-	GROVE ESTATES	CERTASUN LLC
1/3/2025	242025016 24 Solar	03-08-202-014 CLEMENTI JOHN P & KAREN K	5 WESTLEIGH CT MONTGOMERY, IL 60538-	BOULDER HILL UNIT 14	INDEPENDENCE RENEWABLE ENERGY
8/18/2025	242025228 24 Solar	08-11-276-006 FRIEL MARK S & LISA	13421 CHURCH RD MINOOKA, IL 60447-	SOUTHCOMBE UNIT 2	OFF GRID ENERGY SOLUTIONS LLC
8/13/2025	242025219 24 Solar	08-01-200-002 SHARP EDDIE W & GUYLA L	12485 BRISBIN RD YORKVILLE, IL 60560-		OFF GRID ENERGY SOLUTIONS LLC. DBA
8/4/2025	242025211 24 Solar	06-13-101-002 GOSHEVA DEAN & VIOLETKA	8100 OLD RIDGE RD PLAINFIELD, IL 60586-		RIBONACCI ENERGY LLC
9/25/2025	242025276 24 Solar	04-16-376-003 SLOAN DANIEL & ALISA	8755 WILCOX CT NEWARK, IL 60541-	ESTATES OF MILLBROOK UNIT 1	INDEPENDENCE RENEWABLE ENERGY

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Issue Date	Permit ID Permit Category	Parcel Number Owner Name	Property Address	Subdivision	Contractor Name
9/18/2025	242025270 24 Solar	08-11-100-017 TRIEBE KURT JOHN & JESSICA DAVIS	7650 PLATTVILLE RD YORKVILLE, IL 60560-		SOLARSHIPS INSTALLATION
9/18/2025	242025269 24 Solar	02-03-300-025 BERNHARDT RANDAL J & RAMONA L	927 B DICKSON RD BRISTOL, IL 60512-		TRON SOLAR LLC
9/13/2025	242025260 24 Solar	06-32-300-003 SEABORG THOMAS & ELIZABETH	11980 GROVE RD MINOOKA, IL 60447-		SOLARSHIPS INSTALLATION LLC
4/10/2025	242025087 24 Solar	03-05-276-024 PEINADO RUBEN & PEINADO EDWIGES	23 ALDON RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 15 REUSB	FREEDOM FOREVER IL LLC
9/13/2025	242025259 24 Solar	03-04-405-009 KNUDSON HARRY	92 INGLESHIRE RD MONTGOMERY, IL 60538-	BOULDER HILL UNIT 29	SUNRUN INSTALLATION
9/15/2025	242025257 24 Solar	03-05-452-071 GUILLEN MANUEL	19 CIRCLE DR MONTGOMERY, IL 60538-	BOULDER HILL UNIT 7	FREEDOM FOREVER IL LLC
9/10/2025	242025250 24 Solar	08-03-200-003 WESTPHAL BRIAN TRUST & WESTPHAL	8338 HELMAR RD NEWARK, IL 60541-		MIDWEST SOLUTIONS INC.
4/28/2025	242025115 24 Solar	01-19-376-011 BEYER JOSHUA J SR & SUMMER ANN	54 WILLIAM LN SANDWICH, IL 60548-	HOLLIS PARK UNIT 2	LGCY INSTALLATION SERVICES LLC
9/5/2025	242025245 24 Solar	06-34-400-007 LESNIK JEFFREY & DENISE	2275 FINLEY RD MINOOKA, IL 60447-		OFF GRID ENERGY SOLUTIONS

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PLANNING BUILDING & ZONING RECEIPTS 2025

DATE	BUILDING FEES	ZONING FEES	LAND-CASH	OFFSITE ROADWAY	MONTHLY FY 2025	TOTAL FY 2025	MONTHLY FY 24	TOTAL FY 24
December	$8,244.00	$0.00	$3,163.48	$1,000.00	$12,407.48	$12,407.48	$10,759.44	$10,759.44
January	$9,122.50	$425.00	$8,141.06	$2,000.00	$19,688.56	$32,096.04	$6,128.44	$16,887.88
February	$7,170.00	$0.00	$8,434.67	$2,000.00	$17,604.67	$49,700.71	$12,449.55	$29,337.43
March	$10,925.84	$74.00	$10,208.53	$1,000.00	$22,208.37	$71,909.08	$15,542.46	$44,879.89
April	$16,024.58	$1,279.00	$17,132.39	$3,000.00	$37,435.97	$109,345.05	$36,410.16	$81,290.05
May	$5,588.20	$0.00	$0.00	$0.00	$5,588.20	$114,933.25	$13,067.18	$94,357.23
June	$9,106.48	$0.00	$6,604.73	$0.00	$15,711.21	$130,644.46	$27,571.20	$121,928.43
July	$17,340.00	$1,927.00	$16,664.75	$1,000.00	$36,931.75	$167,576.21	$33,948.83	$155,877.26
August	$8,257.04	$648.00	$0.00	$0.00	$8,905.04	$176,481.25	$31,821.36	$187,698.62
September	$15,120.16	$150.00	$12,823.59	$1,000.00	$29,093.75	$205,575.00	$27,597.57	$215,296.19
October							$42,701.26	$257,997.45
November							$46,441.83	$304,439.28
YR END TOTAL	**$106,898.80**	**$4,503.00**	**$83,173.20**	**$11,000.00**	**$205,575.00**			