



Kendall County Board Agenda
Regular September Meeting
Kendall County Historic Courthouse
110 W. Madison St, Yorkville, IL 60560
Tuesday, October 21, 2025, at 9:00 AM

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Roll Call
5. Determination of a Quorum
6. Approval of Agenda
7. Special Recognition
8. Public Comment
9. Consent Agenda
 - A. Approval of County Board Minutes from September 16, 2025 (p.3)
 - B. Approval of Committee Meeting Minutes (p.7)
 - C. Approval to Release the October 14, 2025, Planning, Building and Zoning Committee Executive Session Review of Minutes
 - D. Approval of Claims not to exceed \$3,462,901.75 from October 15, 2025
 - E. Approval of Phase II Contingency Reduction #5 Total of \$90,595 with revised contract amounts as follows: Lite Construction \$2,693,916 (\$32,364 increase), Abbey Paving \$255,720 (\$10,550 increase), TSI Flooring \$604,306 (\$3,827 increase), Omega Plumbing \$320,997 (\$6,120 increase), Aurora Wiring & Fixture \$1,131,686 (\$23,526 increase), ASE Illini-Scapes \$41,500 (\$15,192 decrease) and Otto Baum Company \$29,400 (\$29,400 increase) (p.46)
 - F. Approval for the Purchase of Public Safety Center Video Surveillance System Control Station Upgrades from Security Automation Systems for \$55,000 (p.50)
 - G. 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 (p.55)
 - H. 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 (p.60)
 - I. Approval of 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 (p.65)
 - J. Approval of the 2026 Comprehensive Noxious Weed Work Plan (p.77)
 - K. Approval of a Reimbursement Agreement between ANR Pipeline Company and Kendall County related to pipeline improvements for Ridge Road Reconstruction (p.79)
 - L. Approval of Resolution adopting the Illinois Department of Transportation's Policy on Establishing and Posting Speed Limits on the State Highway System in Kendall County, Illinois (p.85)
 - M. Approval of the Annual Update to the 5-Year Surface Transportation Program (p.104)
 - N. Approval of Revised Maintenance I Job Description (p.108)
 - O. Approval of Revised Maintenance II Job Description (p.114)
 - P. Approval of New Part Time Maintenance I Job Description (p.121)
 - Q. Approval of the Temporary Part-Time HRIS Analyst Job Description (p.127)
 - R. Approval of Revised Kendall County Organizational Chart and Headcount (p.132)
 - S. Approval of the Residential Area Shooting Ordinance (p.134)
 - T. Approval of the Contingent Excess Construction Cost Agreement not to exceed \$3,000,000 (Fox Fiber) (p.137)

- U. Approval of Tyler Technologies EERP SaaS contract through Sourcewell cooperative purchasing contract (#060624-TTI) at a total cost of \$159,087 (p.144)

10. Old Business

11. New Business

12. Elected Officials and Department Reports

- A. Sheriff (Report included in packet) (p.170)
- B. County Clerk and Recorder (Report included in packet) (p.176)
- C. Treasurer Report (Report included in packet) (p.177)
- D. Clerk of the Court (Report included in packet) (p.178)
- E. State's Attorney
- F. Coroner
- G. Health Department
- H. Supervisor of Assessments
- I. Regional Office of Education
- J. EMA
- K. Public Defender (Report included in packet) (p.189)
- L. VAC

13. Standing Committee Reports

- A. Planning, Building & Zoning
 - i. 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 (p.191)

14. Special Committee Reports

15. Liaison Reports

16. Other Business

17. Chairman's Report

Appointments

Dale Konicek – Rob Roy Drainage District – 3 Year Term – Expires September 2028

Eric Bernacki – Regional Plan Commission – 3 Year Term – September 2028

18. Public Comment

19. Questions from the press

20. Executive Session

21. Adjournment

If special accommodation 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 BOARD
REGULAR SEPTEMBER MEETING
September 16, 2025**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Historic Courthouse, in the City of Yorkville on Tuesday, September 16, 2025, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Scott Gengler, Dan Koukol, Brooke Shanley, and Seth Wormley. Member(s) absent: Brian DeBolt, Elizabeth Flowers Jason Peterson, and Ruben Rodriguez.

The County Clerk reported to the Chairman that a quorum was present to conduct business.

PLEDGE OF ALLEGIANCE

Chairman Kellogg led the Pledge of Allegiance.

INVOCATION

Chairman Kellogg asked for a moment of silence for Charlie Kirk.
Mr. Lopez from the Restore Church gave the invocation.

THE AGENDA

Member Gengler moved to approve the agenda removing item A 1 under 13 Standing Committee Reports. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

The Under Sheriff Richardson and Sheriff Baird presented civilian commendations to Taylor Cosgrove & Brianna Falk from Animal Control for their exemplary handling of the removal of animals in 3 separate incidents.

PUBLIC COMMENT

JoBeth Larkin spoke about the rezoning of the Quezada property regarding water and drainage issues.

Claire Wilson spoke to why the Quezada rezoning ordinance should be passed and the hardship on the property owner.

Bob Davidson spoke about the drainage tile on properties and who must maintain it.

Don Larkin spoke about the Quezada tile situation and that it needs to be maintained properly.

CONSENT AGENDA

Member Koukol moved to approve the consent agenda.

- A. Approval of County Board Minutes from August 19, 2025
- B. Approval of Committee Meeting Minutes
- C. Approval of Claims not to exceed \$1,227,437.53 from September 15, 2025
- D. Approval of 23rd Judicial Circuit Court- Kendall County Department of Probation and Court Services CFY Annual Plan and Expenditures
- E. Approval of Petition 25-13, a Request from Mikol's Construction on Behalf of Colt T. Neumann for a Plat of Vacation of Two Seven-Point-Five Feet Drainage and Utility Easements Along the Common Lot Lines of Lots 50 and 51 in Henneberry Woods Subdivision (4771 Cherry Road and 4756 Waa-Kee-Sha Drive, Oswego) (PINs: 06-05-394-001 and 06-05-394-002) in Na-Au-Say Township; Properties are Zoned RPD-2
- F. Approval of Petition 25-16, a Request from Wayne J. Skoff on Behalf of 1st Midwest Trust #72-22350 for the Voluntary Revocation of a Special Use Permit for Indoor Storage of Boats, Recreational Vehicles, and Classic Cars Granted by Ordinance 2001-30 at 15028 Church Road, Minooka, (PIN: 08-24-100-001) in Lisbon Township; Property is Zoned A-1 with a Special Use Permit
- G. Approval of Service agreement between Kendall County and Oswego Township for the Provision of Demand Response Transportation
- H. Approval of Amendment #2 of the Kendall County IGAM #24-05 – KC-TAP Funding and Authorization for completion of the Hoover-Fox River Bluffs Trail Construction Project

- I. Approval of an Agreement Extension with MC Squared for Residential Electric Aggregation through December 2027

Member Gengler seconded the motion. Chairman Kellogg asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

C) COMBINED CLAIMS: ADMIN \$3,103.46; ANIMAL \$3,880.11; ASSESSOR \$133.29; CIR CRT CLK \$2,228.22; CIR CRT JDG \$6,656.33; CRT SRV \$17,027.54; CRNER \$1,936.68; CORR \$55,188.59; CNTY ADMIN \$4,635.05; CNTY BRD \$12,592.29; CNTY CLK \$3,600.42; HIGHWAY \$789,137.19; ELECT \$696.24; EMA DIR \$166.08; EMA \$1,720.51; FCLT MGMT \$35,581.66; GIS \$489.25; HHS \$11,370.61; HR \$781.89; MERIT \$34,121.45; PBZ \$7,599.40; PRES JDG \$4,941.97; PROB SPVSR \$5,837.55; PUB DEF \$78.12; SHRF \$62,245.70; ST ATTNY \$605.72; TECH \$15,324.50; TREAS \$75.67; UTIL \$22,765.01; VET \$1,761.79; FORST \$19,083.95; SHRF \$40,973.66; SHRF \$80,181.58.

- E) A complete copy of Ordinance 25-17 is available in the Office of the County Clerk.
 F) A complete copy of Ordinance 25-18 is available in the Office of the County Clerk.
 G) A complete copy of IGAM 25-49 is available in the Office of the County Clerk.
 H) A complete copy of IGAM 25-50 is available in the Office of the County Clerk.
 I) A complete copy of IGAM 25-51 is available in the Office of the County Clerk.

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Undersheriff Richardson reviewed the monthly report in the packet.

County Clerk & Recorder

Revenue Report		8/1/25-8/31/25	8/1/24-8/31/24	8/1/23-8/31/23
Line Item	Fund	Revenue	Revenue	
CLKFEE	County Clerk Fees	\$699.50	\$648.50	\$649.00
MARFEE	County Clerk Fees - Marriage License	\$2,040.00	\$2,370.00	\$2,550.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00		\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$35.00	\$20.00	\$30.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,116.00	\$1,716.00	\$1,822.00
MISINC	County Clerk Fees - Misc	\$67.50	\$53.75	\$28.00
	County Clerk Fees - Misc Total	\$4,988.00	\$4,808.25	\$5,109.00
RECFEE	County Clerk Fees - Recording	\$25,466.00	\$23,384.00	\$24,258.00
	Total County Clerk Fees	\$30,454.00	\$28,192.25	\$29,367.00
CTYREV	County Revenue	\$61,248.75	\$60,623.75	\$51,965.00
DCSTOR	Doc Storage	\$22,998.38	\$20,557.54	\$14,041.00
GISMAP	GIS Mapping	\$46,290.00	\$42,960.00	\$44,640.00
GISRCD	GIS Recording	\$6,903.75	\$6,518.50	\$2,976.00
INTRST	Interest	\$130.31	\$90.69	\$87.79
RECMIS	Recorder's Misc	\$779.00	\$3,351.00	\$5,271.25
RHSP	RHSP/Housing Surcharge	\$25,182.00	\$23,346.00	\$23,364.00
TAXCRT	Tax Certificate Fee	\$760.00	\$560.00	\$440.00
TAXFEE	Tax Sale Fees	\$0.00	\$30.00	\$0.00
PSTFEE	Postage Fees	\$151.25		
CK # 20046	To KC Treasurer	\$194,897.44	\$186,229.73	\$172,152.04

Coroner

Coroner Jacquie Purcell reviewed the report included in the packet. There is a take back event in October.

Health Department

Executive Director RaeAnn Van Gundy spoke about the homeless prevention program and energy assistance program.

Supervisor of Assessments

Chief Assessor Andy Nicoletti stated that assessments will be published on Thursday.

EMA

EMA Director Roger Bonuchi spoke about the annual Nuclear agreement and learning radios for long distance communications.

VAC

Superintendent Tim Stubinger presented the August report including the number of claims submitted, benefit amounts issued and homeless assistance provided.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Member Wormley about the plat of survey of the parcels.

14874 Brisbin Road

Member Gengler moved to Approve a Request from Irma Loya Quezada for a Map Amendment Rezoning the Northwest Corner of 14874 Brisbin Road, Minooka, (PIN: 09-18-300-018) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District. Member Koukol seconded the motion.

Member Wormley explained the committees that met regarding this and reviewed the ordinance. Drainage is not an issue on this piece.

Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 25-9 is available in the Office of the County Clerk.

14918 Brisbin Road

Member Koukol moved to Approve a Request from Irma Loya Quezada for a Map Amendment Rezoning the Southwest Corner of 14918 Brisbin Road, Minooka, (PIN: 09-18-300-019) in Seward Township from A-1 Agricultural District to R-1 One Family Residential District. Member Bachmann seconded the motion.

Member Wormley explained that this parcel has drainage issues and was not approved at the committee level for this parcel.

Chairman Kellogg asked for a roll call vote on the motion. All members present voting nay. **Motion failed.**

OTHER BUSINESS

Member Shanley spoke about Hispanic Heritage month.

CHAIRMAN'S REPORT

Member Peterson moved to approve the appointment(s). Member Gengler seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointments

Dwight Baird - Morgan Creek Drainage District – 3 Year term- Expires September 2028
Rhonda Stibbe - 708 Mental Health Board – 3 Year term - Expire September 2028
Megan Andrews - Board of Health – 3 Year Term - Expires September 2028
Jordan Gash - Board of Health - Board of Health – 3 Year Term - Expires September 2028
Gary Popp - Tax Board of Review – 2-Year Term - Expires September 2027
Ted Schneller - Tax Board of Review – 2-Year Term - Expires September 2027
David Zielke - Tax Board of Review – 2-Year Term - Expires September 2027
John Orin - Tax Board of Review – 2-Year Term - Expires September 2027
Heather Hardys - Workforce Development – 2-Year Term - Expires September 2027
Shelly Senffner - Workforce Development - 2-year Term - Expires September 2027

Member Shanley moved to approve the appointment(s). Member Wormley seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye, Member Koukol did not vote. **Motion carried.**

Appointment

Dan Koukol - Workforce Development – 2-Year Term - Expires September 2027

EXECUTIVE SESSION

Member Wormley made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity, and (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Member Gengler seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

Member Bachmann moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gengler seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 19th day of September 2025.

Respectfully submitted by,

Debbie Gillette

Kendall County Clerk

COUNTY OF KENDALL, ILLINOIS
HUMAN RESOURCES AND INSURANCE COMMITTEE
Meeting Minutes for Monday, August 4, 2025 at 5:30 p.m.

Call to Order

The meeting was called to order by Committee Chair Ruben Rodriguez at 5:34 PM

Roll Call

Attendee	Status	Arrived	Left Meeting
Ruben Rodriguez	Present	5:30	
Jason Peterson	Present	5:30	
Elizabeth Flowers	Absent	Absent	
Zach Bachmann	Absent	Absent	
Matt Kellogg	Present	5:30	

Others Present: County Administrator Christina Burns, Human Resources Director Leslie Johnson, and Human Resources Generalist Brenda Benz

Approval of Agenda: Member Matt Kellogg made a motion to approve the agenda, second by Member Jason Peterson. **With all present members voting aye, motion carried.**

Approval of Minutes for the July 7, 2025, Human Resources & Insurance Committee Meeting: Member Matt Kellogg made a motion to approve the minutes, second by Member Jason Peterson. **With all present members voting aye, the motion carried.**

Committee Reports and Updates:

A. Monthly Benefits Report:

Chief Deputy Bob Jones provided the Committee with the monthly benefits report. Chief Deputy Jones stated there was nothing out of the ordinary to report.

B. Monthly Human Resources Department Report:

Human Resources Director Leslie Johnson provided the Committee with the monthly Human Resources Department report. Director Johnson informed the Committee that the Department is completing the County's annual property and auto insurance audit in preparation for upcoming insurance renewal discussions. Director Johnson also informed the Committee that Yohantz Miggins has joined the team as a Human Resources Generalist for Kendall County. Director Johnson reported the Employee Olympics and the recent Employee Appreciation lunch were a success. Thank you to the employees and Kendall County Board members who were able to attend the luncheon.

New Committee Business:

A. Resolution to Amend the 2025 Kendall County Holiday Schedule

Human Resources Director Johnson explained to the Committee that this Resolution seeks to adopt a modified 2025 holiday schedule, which mirrors the modified holiday schedule recently set for the Kendall County Circuit Court. Human Resources Director Johnson explained the modified holiday schedule, if approved, would add a half day holiday for Christmas Eve this year.

Member Peterson made a motion to forward this action item to the County Board for approval, second by Member Kellogg. **With all present members voting aye, the motion carried.**

B. Resolution to Establish the 2026 Kendall County Holiday Schedule

Human Resources Director Johnson explained to the Committee that this Resolution seeks to adopt a 2026 holiday schedule, which mirrors the 2026 holiday schedule recently set for the Kendall County Circuit Court.

Member Peterson made a motion to forward this action item to the County Board for approval, second by Member Kellogg. **With all present members voting aye, the motion carried.**

C. Responses to Kendall County's Request for Proposals for Professional Insurance Brokerage and Consulting Services for Property Insurance, Liability Insurance, Cyber Insurance, and Workers' Compensation Insurance

Human Resources Director Johnson informed the Committee that Kendall County received four (4) responses to the County's Request for Proposals (RFP) for Professional Insurance Brokerage and Consulting Services for Property Insurance, Liability Insurance, Cyber Insurance, and Workers' Compensation Insurance. Staff reviewed the responses received and scored each response based on the 100-point rating system that was set forth in the RFP. The responses were ranked in order of highest average score to lowest average score. The response with the highest average score was Alliant Insurance Services, Inc.

Director Johnson asked the Committee if the Committee would like to invite any of the respondents to present their proposal to the Committee of the Whole on August 14, 2025. The Committee responded that no presentation was needed at the Committee of the Whole meeting. Member Kellogg made a motion to forward Alliant Insurance Services, Inc.'s Response to Proposal to the Kendall County Board for approval, second by Member Peterson. Director Johnson requested the Committee postpone its vote on this motion until the Committee completed its discussion on the next topic on the agenda. Following the discussion held on the next topic on the agenda (detailed below), Member Kellogg withdrew his motion to forward Alliant Insurance Services, Inc.'s Response to Proposal to the Kendall County Board, and Member Peterson withdrew his second.

D. Property, Liability, Cyber, and Workers' Compensation Insurance for 2026 Policy Year

Several months ago, the Committee authorized staff to research other possible insurance pools for property, casualty, liability, cyber, and workers' compensation insurance. Director Johnson provided the Committee with an overview of the Counties of Illinois Risk Management Agency (CIRMA) as an alternative joint insurance pool. Director Johnson informed the Committee that Director Johnson, County Administrator Burns, and Management Analyst Borowska met with CIRMA representatives on two occasions to review and discuss the services that CIRMA can provide to its members. As part of the review process, staff completed a reference check by contacting many of CIRMA's current members and many provided positive feedback regarding CIRMA.

Director Johnson notified the Committee that the Illinois Counties Risk Management Trust (ICRMT) requires members such as Kendall County to provide at least ninety (90) calendar days advance written notice of its intent to withdraw from ICRMT. Director Johnson informed the Committee that, if the County would like to explore other options for insurance in 2026, the County must provide written notice of its intent to withdraw from ICRMT by September 1, 2025. Director Johnson confirmed with the County's insurance broker that the County can rescind its notice of intent to withdraw at any time prior to renewal on December 1, 2025 and can then remain with ICRMT in 2026. Director Johnson also informed the Committee that, if the County decides to submit notice of intent to withdraw from ICRMT, ICRMT is not bound to its original renewal projection and the member is treated as though it is a new risk.

Director Johnson asked the Committee if the Committee would like staff to move forward with obtaining a quote from CIRMA, and the Committee provided direction to staff to move forward with obtaining the quote from CIRMA. Director Johnson also asked the Committee if the Committee authorized staff to issue a notice of intent to withdraw from ICRMT, and the Committee provided staff with authorization to issue the County's notice of intent to withdraw from ICRMT.

Director Johnson informed the Committee that an insurance broker's services would no longer be necessary if the County became a member of CIRMA. The Committee discussed postponing any vote on the County's RFP for Insurance Brokerage and Consulting Services until after the County receives a quote from CIRMA and decides whether the County should become a member of CIRMA in 2026.

Old Committee Business:

None

Chairman's Report:

None

Public Comment:

None

Executive Session:

None

Items for the August 14, 2025, Committee of the Whole Meeting:

None

Action Items for August 19, 2025, County Board Meeting:

Per the Committee's direction, the following two action items are to be placed on the consent agenda for the next County Board meeting:

1. Resolution to Amend the 2025 Kendall County Holiday Schedule; and
2. Resolution to Establish the 2026 Kendall County Holiday Schedule.

Adjournment – Member Peterson made a motion to adjourn, second by Member Kellogg. **With all present members voting aye, the motion carried. The meeting was adjourned at 6:05 p.m.**

Respectfully submitted,
Brenda Benz
Human Resources Generalist

**ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)
September 2, 2025 – Unapproved Meeting Minutes**

PBZ Chairman Seth Wormley called the meeting to order at 9:00 a.m.

Present:

Matt Asselmeier – PBZ Department
Meagan Briganti – GIS Department
Brian Holdiman – PBZ Department
Fran Klaas – Highway Department
Commander Jason Langston – Sheriff’s Department
Alyse Olson – Soil and Water Conservation District
Aaron Rybski – Health Department
Seth Wormley – PBZ Committee Chair

Absent:

Greg Chismark – WBK Engineering, LLC
David Guritz – Forest Preserve

Audience:

None

AGENDA

Mr. Klaas made a motion, seconded by Mr. Rybski, to approve the agenda as presented.

With a voice vote of eight (8) ayes, the motion carried.

MINUTES

Mr. Klaas made a motion, seconded by Commander Langston, to approve the August 6, 2025, meeting minutes.

With a voice vote of eight (8) ayes, the motion carried.

PETITIONS

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.

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.

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.

Mr. Klaas asked if the signature of utilities meant that they approved the proposal. Mr. Asselmeier responded yes. It was assumed that, if the utilities signed the plat, no infrastructure was inside or planned to be inside the subject easement.

Ms. Briganti made a motion, seconded by Mr. Rybski, to recommend approval of the proposal with the conditions proposed by Staff.

The votes were follows:

- Ayes (8): Asselmeier, Briganti, Holdiman, Klaas, Langston, Olson, Rybski, and Wormley
- Nays (0): None
- Present (0): None
- Absent (2): Chismark and Guritz

The motion passed.

The proposal goes to the Kendall County Planning, Building and Zoning Committee on September 8, 2025.

REVIEW OF PETITIONS THAT WENT TO COUNTY BOARD

Mr. Asselmeier stated that Petitions 25-05 and 25-06 were approved by the County Board.

OLD BUSINESS/NEW BUSINESS

None

CORRESPONDENCE

None

PUBLIC COMMENT

None

ADJOURNMENT

Mr. **Klaas** made a motion, seconded by Mr. **Rybski**, to adjourn.

With a voice vote of eight (8) ayes, the motion carried.

The ZPAC, at 9:05 a.m., adjourned.

Respectfully Submitted,
Matthew H. Asselmeier, AICP, CFM
Director
Encs.

Matt Asselmeier

From: ALEC KEENUM <AKEENUM@oswegofire.com>
Sent: Wednesday, August 13, 2025 9:16 AM
To: Matt Asselmeier
Subject: [External]RE: Kendall County Zoning Petition 25-13

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.

The Oswego Fire Protection District has no comments on the below petition.

Regards,

Capt. Alec J Keenum
Fire Marshal
Oswego Fire Protection District

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

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 except 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.

[Handwritten mark]

**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	cwilsonkw@gmail.com
Fran Miller		
Jordan <i>[Signature]</i>		

KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Historic Court House
Court Room
110 W. Madison Street, Yorkville, Illinois
4:30 p.m.

Meeting Minutes of October 14, 2025 – Unofficial until Approved

CALL TO ORDER

The meeting was called to order by Chairman Wormley at 5:12 p.m.

ROLL CALL

Committee Members Present: Brian DeBolt, Dan Koukol, Ruben Rodriguez (Vice Chairman), and Seth Wormley (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matthew H. Asselmeier, Director, Wanda A. Rolf, Part-Time Office Assistant, Dan Gorman, John Pearson and Doug Windsor

APPROVAL OF AGENDA

Member DeBolt made a motion, seconded by Member Rodriguez, to approve the agenda as presented. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES

Member Koukol made a motion, seconded by Member DeBolt, to approve the minutes of the September 8, 2025, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT

John Pearson, one (1) of the neighbors of a nearby short-term rental, spoke about the disturbances that were happening. Mr. Pearson stated there were around thirty (30) individuals at the location over the past weekend. Mr. Pearson stated the sheriff was called during the disturbance and wanted to thank law enforcement for their assistance.

Doug Winsor, also one (1) of the neighbors of a nearby short-term rental spoke about the same disturbances. Mr. Winsor feels that the situation is strongly violating County ordinances. Mr. Winsor also feels that the County is failing to enforce rules and regulations.

Chairman Wormley explained that the County is diligently working to resolve the issue of short-term rentals.

Expenditure Report

Review of Expenditures from the Previous Month

The Committee reviewed the Expenditure Report.

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, the original site plan, the amended vegetative management plan, decommissioning information, and the Agricultural Impact Mitigation Agreement were 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 will 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.

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. The signed road use agreement was 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 went to the Yorkville Econom-

ic 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 were provided.

Petition information was sent to the Bristol-Kendall Fire Protection District on April 23, 2025. No comments 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 was provided. 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 were provided. 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 were provided. 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.

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.

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 non-participating 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"). This was lowered to between seven feet (7') and ten feet (10') in the new site plan.
- 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 in the amended 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 (Eco-Cat) 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. The road use agreement was provided. 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 materials, 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. 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 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 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 Sinclair 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, 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 was provided.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-04 with the conditions proposed by Staff.

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 October 21, 2025, on the regular agenda.

Petition 25-17 David J. Gilbert

Mr. Asselmeier summarized the request.

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 was provided.

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

On September 5, 2025, the Petitioner submitted a request for voluntary revocation of the special use permit. This request was 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.

Staff recommended approval of the request.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-17.

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 to the Kendall County Board on October 21, 2025, on the consent agenda.

Petition 25-20 Keith A. Rot on Behalf of Edgewood Bank Trust 319 and Rot Rot & Rot Partners

Mr. Asselmeier summarized the request.

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 was provided.

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 did not wish to revoke the special use permit on her property at this time.

Aerials of the special use area and the subject property were provided.

The draft revocation ordinance was provided.

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

Staff recommended approval of the request.

Member Koukol made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-20.

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 to the Kendall County Board on October 21, 2025, on the consent agenda.

NEW BUSINESS:

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

Mr. Asselmeier reported that he could not attend the meeting on November 10, 2025. The consensus of the Committee was to move the meeting to Wednesday, November 5, 2025, at 5:30 p.m.

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

Mr. Asselmeier summarized the request.

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 recommended approval of the proposal.

Member DeBolt made a motion, seconded by Member Rodriguez, 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 to the Kendall County Board on October 21, 2025, on the consent agenda.

Recommendation on 2026 Comprehensive Noxious Weed Work Plan

Mr. Asselmeier summarized the request.

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. The proposed 2026 Kendall County Noxious Weed Comprehensive Work Plan was provided. Other than changing the year, this proposal is the same as the 2025 Noxious Weed Comprehensive Work Plan.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the Plan.

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 to the Kendall County Board on October 21, 2025, on the consent agenda.

Recommendation on Fiscal Year 2025-2026 Meeting Calendar

The Committee reviewed the proposed calendar.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of the calendar.

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 will be forwarded to the County Board on the consent agenda.

OLD BUSINESS:

Update on the Comprehensive Plan Update Project

The Committee reviewed the minutes and presentation from the September 30, 2025, meeting regarding the WIKADUKE Trail.

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 stated that initially the Petitioner's Engineer was holding up the storm-water permit. Currently the Petitioner is waiting for a response from IDNR related to permit fees and permit approval.

Chairman Wormley recommended that the committee issue a citation.

Member DeBolt made a motion, seconded by Member Koukol to issuing a citation to the Petitioner at 13039 McKanna Road.

The votes were as follows:

Yeas (4): DeBolt, Koukol, Rodriguez, and Wormley
Nays (0): None
Abstain (0): None
Absent (1): Flowers

The motion carried.

Updates on Amendments to the County-Wide Stormwater Management Ordinance
Division of the Kendall County Code

Mr. Asselmeier summarized the issue.

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 comments, which were provided.

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 recommended waiting for further action, pending comments from FEMA.

The consensus of the Committee was to continue to wait for further action, pending comments from FEMA.

Special Use Enforcement Update

Mr. Asselmeier reported that he is meeting with the code officials to discuss the special use permits that were still under review.

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

Member DeBolt made a motion, seconded by Member Rodriguez, to enter into executive session for the purposes of reviewing minutes of meetings lawfully closed under the Illinois Open Meetings Act (5 ILCS 120/2(c)(21)).

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 Committee recessed at 5:56 p.m.

The Committee returned from executive session at 5:59 p.m.

NEW BUSINESS

Approval to Release Executive Session Minutes of October 14, 2025

Member DeBolt made a motion, seconded by Member Rodriguez, to release the minutes of the executive session of October 14, 2025. With a voice vote of four (4) ayes, the motion carried.

ADJOURNMENT:

Member DeBolt made a motion, seconded by Member Koukol to adjourn. With a voice vote of four (4) ayes, the motion carried.

Chairman Wormley adjourned the meeting at 6:00 p.m.

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



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Phase II County Office Building Renovations Contingency Reduction #5
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Approve

Board/Committee Review:

Facilities and Technology Committee

Fiscal impact:

The total request for Phase II Contingency Reduction #5 is **\$90,595**. The total available contingency is **\$170,672**, which will be reduced to **\$80,077** following approval of this contingency reduction.

Background and Discussion:

Phase II Contingency Reduction #5 includes revisions that result from further review of the Treasurer's and Assessor's spaces to ensure operational needs are met. Revisions were also made to include a new carpet border around the existing field in the boardroom to address patching around areas where the boardroom expanded, doors were added and floor heaters removed.

Additional changes were made to the 2nd floor network closet after consultation with IT staff that include the installation of a ladder rack, power infrastructure, equipment racks and a quasi-box/conduit to provide a pathway for broadband fiber to be run from the street into the closet.

Contingency Reduction #4 also includes the cost to upgrade from the single-color brick originally specified to the selected three-part color mix of brick on the North and South additions along with the cost to rectify an unforeseen condition where the existing generator pad was found to be constructed as a solid 48" deep trench foundation. This unexpected condition required additional effort to remove including a larger demolition machine that had not been anticipated by the contractor.

Contingency Reduction #4 also includes a credit that moves the paver scope of work from the landscape contractor to the paving contractor in order to save money on the installation as it was determined the paving contractor can do the work at a reduced cost due to mobilization timeframes and workforce availability.

Further revisions include the installation of additional storm drainage along the West side of the County Office Building. It was recommended as an efficient addition to the stormwater drainage system by the site utility contractor as another layer of protection from stormwater build-up.

Additional costs include a scope of work to address the existing masonry appearance and provide mortar maintenance repairs at select locations to ensure the continued integrity of the building envelope. This includes tuckpointing 100% of the horizontal brick ledge joints and miscellaneous mortar locations that have cracked. After the mortar repairs, the entire building will be cleaned to remove discoloration due to weathering.

The total request for Phase II Contingency Reduction #5 is \$90,595 with revised contract amounts as follows. The total available contingency is \$170,672, which will be reduced to \$80,077 following approval of this contingency reduction.

- | | |
|---------------------------|--|
| • Lite Construction | Revised Contract Amount \$ 2,693,916 (\$32,364 increase) |
| • Abbey Paving | Revised Contract Amount \$ 255,720 (\$10,550 increase) |
| • TSI Flooring | Revised Contract Amount \$ 604,306 (\$3,827 increase) |
| • Omega Plumbing | Revised Contract Amount \$ 320,997 (\$6,120 increase) |
| • Aurora Wiring & Fixture | Revised Contract Amount \$ 1,131,686 (\$23,526 increase) |
| • ASE Illini-Scapes | Revised Contract Amount \$ 41,500 (\$15,192 decrease) |
| • Otto Baum Company | Revised Contract Amount \$ 29,400 (\$29,400 increase) |

Staff Recommendation:

Review and Approve.

Attachments:

Phase II Contingency Reduction #5

Phase II Contingency Reduction #5 Log Summary

CONTINGENCY REDUCTION

Owner:
Architect:
Construction Manager:
Contractor:
Field:

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-005 REV

CLIENT: Kendall County
504 S. Main Street
Yorkville, IL 60560

DATE: 9/25/2025
CONTRACT DATE:
PROJECT #: 241014

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
515 Redwood Drive
Aurora, IL 60506

The Contract is changed as follows:

1. LITE CONSTRUCTION

PR #21 1st Floor Dept Changes	\$11,391.00
COR #19R1 - Revised Brick	\$18,053.00
COR #20 - Demolish existing generator pad	\$2,425.00
COR #22 - PR #29 Provide chase wall	\$495.00
New Contract Amount \$2,693,916	\$32,364.00

2. ABBEY PAVING

Add flag pole pavers to this contract	\$10,550.00
New Contract Amount \$255,720	\$10,550.00

3. TSI FLOORING

PR #25 Boardroom Carpet	\$3,827.00
New Contract Amount \$604,306	\$3,827.00

4. OMEGA PLUMBING

#006 - Extend exterior drain line to the location of the former generator pad	\$6,120.00
New Contract Amount \$320,997	\$6,120.00

5. AURORA WIRING AND FIXTURE

PR #21 1st Floor Dept Changes	\$3,173.00
PR #29 Add a Quasai box & 3" conduit to IT Room	\$7,876.00
PR #31 Add receptacles in IT Room	\$1,962.00
CTS - 4 Post and Ladder Rack	\$7,185.00
CTS - 2 Post Addition	\$3,330.00
New Contract Amount \$1,131,686	\$23,526.00

6. ASE ILLINI-SCAPES

Eliminate flag pole pavers from this contract	(\$15,192.00)
New Contract Amount \$41,500	(\$15,192.00)

7. OTTO BAUM COMPANY

Tuckpointing and cleaning of brick.	\$29,400.00
New Contract Amount \$29,400	\$29,400.00

CONTINGENCY REDUCTION

Owner:
Architect:
Construction Manager:
Contractor:
Field:

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-005 REV

CLIENT: Kendall County
504 S. Main Street
Yorkville, IL 60560

DATE: 9/25/2025
CONTRACT DATE:
PROJECT #: 241014

CONSTRUCTION

MANAGER: Cordogan Clark Consulting Services
515 Redwood Drive
Aurora, IL 60506

SUB-TOTAL FOR ALLOWANCE REDUCTION:

\$90,595.00

The Original Contingency was:	\$379,611.00
Net Change by previously authorized Contingency Reductions:	\$208,939.00
The Contingency prior to this reduction was:	\$170,672.00
The Contingency will be decreased by this reduction in the amount of:	\$90,595.00
The new Contingency with this reduction will be:	<u>\$80,077.00</u>
The Contract Time will be (increased) (decreased) (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Allowance Reduction, therefore is:	<u>unchanged.</u>

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner, Contractor & Construction Manager, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE CONSTRUCTION MANAGER & OWNER:

CONSTRUCTION MANAGER:

Cordogan Clark Consulting Services, Inc.
515 Redwood Drive
Aurora, IL 60505

OWNER:

Kendall County
504 S. Main Street
Yorkville, IL 60560

By: _____

By: _____

Date: _____

Date: _____



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Approval for the Purchase of Public Safety Center Video Surveillance System Control Station Upgrades from Security Automation Systems for \$55,000.
Prepared by: Dan G. Polvere
Department: Facilities Management

Action Requested:

Review and Approve.

Board/Committee Review:

N/A

Fiscal impact:

\$55,000 from Public Safety Capital Fund – 1404

Background and Discussion:

The Public Safety Center (PSC) currently has (9) existing control station PCs which were originally purchased in 2017 that need to be replaced by Security Automation Systems (SAS). These PCs are currently running basic Windows 10 and are past their useful life. They operate 24/7 and have been in operation for quite some time. With the new control stations, the system will be migrating to the new “Aveva Edge” platform (from Indusoft). This upgrade will move us to the latest software platform offered by SAS, which will be supported for years to come.

Scope of Work

In addition to replacing the existing (9) control stations PCs, the SAS proposal includes one fully configured spare PC to be used as attic stock along with a video client PC which will enable staff to gain access to the surveillance system from an office or workstation. This project will require on-site file retrieval from existing control stations, configuration of control station PCs and on-site installation, which have been included in SAS’s proposal.

Cost

\$55,000 for Materials & Labor.

Subject: Approval for the Purchase of Public Safety Center Video Surveillance System Control Station Upgrades from Security Automation Systems for a not-to-exceed amount of \$55,000

Vendor

Security Automation Systems is the current access control and video surveillance system provider and service contract holder for the Kendall County Courthouse and Jail. Because their system is proprietary and the control stations are integral, this will be a no-bid procurement. However, we have reviewed the attached proposal, specifications and itemized material/labor with the IT department to ensure that pricing is consistent with industry standards.

Staff Recommendation:

Review and Approve.

Attachments:

Security Automation Systems Control Station Replacements Proposal 25428-1



Attention: Dan Polvere
Kendall County

Date: 9/18/25
PROPOSAL #: 25428-1

Address:
City/State:
Email: dpolvere@kendallcountyiil.gov

Kendall County Jail & Courthouse – Control Station Replacements

Dan:

We have included pricing to replace the 9 existing control station PCs with new PCs. The original control station PCs were purchased in 2017. We have included one fully configured spare PC with this proposal to be used as attic stock. We have also included pricing for a video client PC. The video client PC will need a connection to your network. We have not included any monitors for the client PC. We have included the material and labor listed below.

INCLUDED

Material

1. (10) IronLink Core i5 Quad-Out Mini PC W10 (Windows 10 IoT, 16GB RAM, 256GB SSD, 3-year warranty)
2. (9) Keyboard/mouse
3. (4) Upgrade AVEVA Edge 2023 SCADA RT 64K tags, 1 TC
4. (5) Upgrade AVEVA Edge 2023 SCADA RT 16K tags, 1 TC
5. (1) Video Client PC (Dell Tower Plus Desktop, Intel Core Ultra 7 265 processor, 16GB memory, 512GB SSD, NVIDIA GeForce RTX 4060 Ti 8GB GPU, keyboard, mouse)

Labor

1. On-site file retrieval from existing control stations
2. Configuration of control station PCs
3. On-site installation of new control stations

EXCLUDED

1. Payment and performance bond
2. Allowances or contingencies
3. State Sales Tax
4. Shift work or overtime

Price: **\$55,000.00***

*Note: Pricing does not include any potential tariff costs. If tariffs are implemented prior to the shipment of material and result in significant cost increases, these costs shall be invoiced separately and in addition to the quoted price.

Limited Exclusive Warranty

SAS warrants its Work to be free from defects for a period of one year. Warranty coverage does not include the repair of damage caused by the following; 1) use of the system/equipment other than for which it was designed; 2) acts of God; 3) vandalism, neglect or misuse of the equipment; 4) failure of Customer or its designee(s) to provide continuous environmental conditions for which installed equipment is rated; 5) repair or alterations of the system/equipment by a third party that is not approved by SAS. **THIS LIMITED EXCLUSIVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

1. **Indemnification:** Contractor shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as “Releases”) from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens,

attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement contract by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Contractor's duty to indemnify and hold the Kendall County harmless as set forth above. Kendall County does not waive its defenses or immunities under the Local Government and Government Employee Tort Immunity Act. (745 ILCS 10.1 et seq.) by reason of indemnification or insurance. Indemnification obligations shall survive the termination of this Agreement.

- 2. Insurance:** Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth herein. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. All coverage shall be at least as broad as the following:

Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Kendall County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Kendall County.

Kendall County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with respect to Kendall County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by Kendall County, its past present or future officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Contractor hereby grants to Kendall County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against Kendall County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Kendall County has received a waiver of subrogation endorsement from the insurer.

If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Contractor shall furnish Kendall County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Kendall County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. Kendall County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Kendall County is an additional insured on insurance required from subcontractors.

"Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

Terms are Net 30 days. SAS works under the terms of a purchase order. No applicable taxes or bonding has been included in our price. Customer shall be required to provide sales tax exemption certificate upon receipt of order. Shipping and handling is included.

We will proceed with the work included in this proposal once we receive a Purchase Order referencing the quote number and amount, or a signed copy of this proposal. The price is valid for 30 days. If you have any questions, please feel free to call.



Ryan Tomlinson
E-mail: rtomlinson@Jail.systems
Phone: 317-489-9621 x801



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
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:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on October 14, 2025

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.

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:

Proposed Revocation Ordinance

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.


(Signature)

9/9/25
(Date)

David J. Gilbert
(Printed Name)

Attest: 
Notary Public





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
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:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on October 14, 2025

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.

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:

Proposed Revocation Ordinance

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
Debbie Gillette

Kendall County Board Chairman
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.




(Signature)

07/25/25

(Date)

Keith A. Rot

(Printed Name)

Attest: 

Notary Public





Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: NOI Renewal
Prepared by: Matthew H. Asselmeier, AICP, CFM
Department: Planning, Building and Zoning

Action Requested:

Approval of 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:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on October 14, 2025

Fiscal impact:

\$5,500; Paid from PBZ Consultant's Line Item in FY25-26 Budget

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



PROPOSAL

Submitted To: **Kendall Co. Planning, Building & Zoning**
 807 West John Street
 Yorkville, IL 60560-9249
 630-553-4139

Primary Contact: **Matthew Asselmeier, AICP, CFM**

Submitted By: **WBK Engineering, LLC**
 116 W. Main Street Suite 201
 St. Charles, IL 60174
 (630) 443-7755

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  **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 resumption 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: _____ Longitude: _____
Degrees Minutes Seconds 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?
	<input type="radio"/> Yes <input type="radio"/> 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 and 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: County Board Meeting
Meeting Date: 10/21/2025
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:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on October 14, 2025

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
Kendall County Board Chairman

Date

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “**Agreement**”) is made as of October ____, 2025 (the “**Effective Date**”), by and between ANR Pipeline Company, a Delaware corporation, whose address is 700 Louisiana St, Suite 1300, Houston, TX, 77002 (the “**Company**”) and Kendall County, Illinois, a political subdivision of the State of Illinois, whose address is 6780 State Route 47, Yorkville, IL 60560 (the “**Payor**”). Company and Payor are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Company is an interstate natural gas transportation company operating facilities certificated and regulated by the Federal Energy Regulatory Commission and subject to the U.S. Department of Transportation Pipeline Hazardous Materials Safety Administration’s pipeline integrity management and safety regulations. Company owns and operates two high pressure, cathodically protected underground natural gas pipelines and other related facilities and appurtenances which are designated as Line ANR 100 (30”) and ANR 1-100 (“22”) (collectively, whether one or more, the “**Pipelines**”). The Pipelines were constructed and are operated beneath the existing Ridge Road (collectively, the “**Property**”).

WHEREAS, Payor desires to widen Ridge Road from two lanes of traffic to four lanes of traffic, increasing the footprint of the road by approximately fifty feet (50’) to a total width of one hundred fifty feet (150’) (collectively, the “**Project**”).

WHEREAS, at **Payor’s** request, Company has agreed to take all necessary steps in order to prepare and safeguard the Pipelines to allow for the Project, including but not limited to extending the casing for the Pipelines. Any repairs that are discovered under any proposed construction or crossings for the Project will be performed at the expense of the **Payor**. **Payor** agrees to grant Company access to the Property to address any issues discovered in the future that may require repair.

WHEREAS, Payor has agreed to reimburse Company for all reasonable internal and external costs and expenses associated with performing the scope of work set forth in Exhibit A (the “**Work**”).

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and promises contained herein, the Parties hereto, intending to be legally bound, hereby promise and agree as follows:

1. **Performance of the Work.** Payor will reasonably coordinate with Company on the construction details and timing of the Project, insofar as the details and timing affect Company’s operation and maintenance of the Pipelines. Company may utilize contractors it, in its sole discretion, deems qualified to perform all or any part of the Work.

2. **Reimbursement and Commencement of Work.** In consideration for Company’s performance of the Work, Payor shall reimburse Company for any and all reasonable internal and external costs and expenses that Company incurs as a result of performing the Work, including all reasonable overhead costs and expenses (not including salaries and other compensation for Payor’s and its subsidiaries’ own employees and other costs not directly attributable to the specific Work) and the amount that will reimburse Company for the income tax impact directly associated with Company being paid or reimbursed for, or otherwise provided with, the costs and expenses associated with the Work and that the Company would have not otherwise been responsible for if the Work had not been performed (the “**Tax Gross-Up**”).

- a) The Company's best initial estimate of the internal and external costs to perform the Work (the "**Estimate**") is \$800,000.00. However, the Parties recognize that Company's Estimate presents a good faith estimate only and, in the implementation of the Work, Company makes no assurances that the actual costs of the Work and other activities of Company will not exceed Company's Estimate.
- b) Company, or Company's contractors, may, but shall have no obligation to commence performance of the Work until execution of this Agreement and payment of the Estimate by Payor to Company via wire transfer per Company's Instructions (the "**Advance Payment**"). In any event, Payor will provide payment to Company within forty-five (45) days of the execution of this Agreement by Payor. If, prior to the completion of the Work, Company becomes aware that the costs to be incurred in the performance of the Work will exceed the Estimate by more than twenty percent (20%), Company shall provide prompt written notice, including a revised estimate detailing the increased costs. The Payor shall pay the difference between the Estimate and the revised estimate within thirty (30) days of receipt of written notice from Company. The Company may suspend the Work if such payment is not made timely.
- c) If Payor decides to cancel or postpone indefinitely the contemplated Work, Payor agrees to reimburse the Company for all reasonable costs expended by the Company or for which the Company remains obligated at the time of the cancellation or indefinite postponement, plus any incremental costs incurred by the Company resulting from early termination of the Work. Such amounts shall be deducted from the Advance Payment and any remaining balance shall be returned to Payor within thirty (30) days of such cancellation or indefinite postponement. Notwithstanding the foregoing, any costs to which Company is entitled to be reimbursed for under this Agreement that are in excess of the Advance Payment shall be paid by Payor upon receipt of the Company's invoice therefor.
- d) Within thirty (30) days after the conclusion of the Work, Company will provide to Payor a final cost and expense report identifying and detailing Company's actual internal and external costs and expenses to complete the Work, including all overhead costs and expenses and any Tax Gross-Up (the "**Actual Cost**"). In the event the Actual Cost exceeds the Advance Payment and any other payments advanced by the Payor, Payor shall, within thirty (30) business days of receipt of the final cost and expense report, provide Company with funds equaling such excess Actual Cost via wire transfer. In the event the Actual Cost are less than the Advance Payment and any other payments advanced by the Payor, Company will, within thirty (30) business days following delivery of the final cost and expense report, electronically transfer funds equaling the excess amount to Payor via wire transfer per the Payor's instructions.

3. **Purpose.** The Parties understand and agree that the purpose of this Agreement is limited to reimbursement of costs and expenses incurred by Company in performing the Work and that it does not control any matter beyond that purpose.

4. **Entire Agreement; Modification.** This Agreement and any exhibits attached hereto constitutes the full and entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements, representations or understandings pertaining

thereto. This Agreement may be modified or amended only by a written agreement signed by each of the Parties hereto.

5. **Severability.** In the event any provision or any portion of any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable by reason of any law or public policy, such provision or portion thereof shall be considered to be deleted, and the remainder of this Agreement shall constitute the agreement between the Parties hereto covering the subject matter hereof.

6. **Governing Law; Venue.** This Agreement shall be governed by the laws of the state of Illinois, without regard to conflicts laws or choice of law rules thereof.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which shall constitute but one and the same instrument.

8. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors and assigns. Neither Party shall assign its rights and/or obligations under this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld.

9. **Joint Efforts.** The Parties stipulate and agree that this Agreement shall be deemed and considered for all purposes as prepared through the joint effort of the Parties and shall not be construed against one or the other as a result of the preparation, submittal, recording, or other event of negotiation, drafting or execution hereof.

10. **Authority.** Each Party and signatory to this Agreement represents and warrants to the other Party that it has full power, authority and legal rights, and has obtained all approvals necessary, to execute, deliver and perform this Agreement.

11. **Notices.** Notices and communications regarding this Agreement shall be sent or made to the Parties at the addresses set forth below, and shall be effective upon actual receipt, if delivered personally or via certified mail, return receipt requested, or upon the next business day, if sent by overnight delivery service:

<u>To Payor:</u>	<u>To Company:</u>
Kendall County Highway Department 6780 State Route 47 Yorkville, Illinois 60560	ANR Pipeline Company Attn: Legal Department 700 Louisiana Street, Suite 1300 Houston, Texas 77002 Email: us_land_legal@tcenergy.com ; us_land@tcenergy.com

12. **Audit of Vendor Records:** Company shall maintain and retain reasonable supporting documentation of its records with respect to the calculation of the Actual Cost including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the Work (such records being the "**Records**"). Copies of the Records shall be provided to the Payor within thirty (30) business days of the Payor's written request. Company shall retain such records for two (2) years after the expiration or termination of this Agreement. Such Records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with this Agreement and/or the Work.

13. **Non-Discrimination.** Company, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. Company, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. Company shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

14. **Conflict of Interest.** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Company or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Company or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PAYOR:

By: _____

Name: Matthew Kellogg

Title: Kendall County Board Chairman

COMPANY:

ANR Pipeline Company
a Delaware corporation

By: _____

Name: _____

Title: _____

By: _____

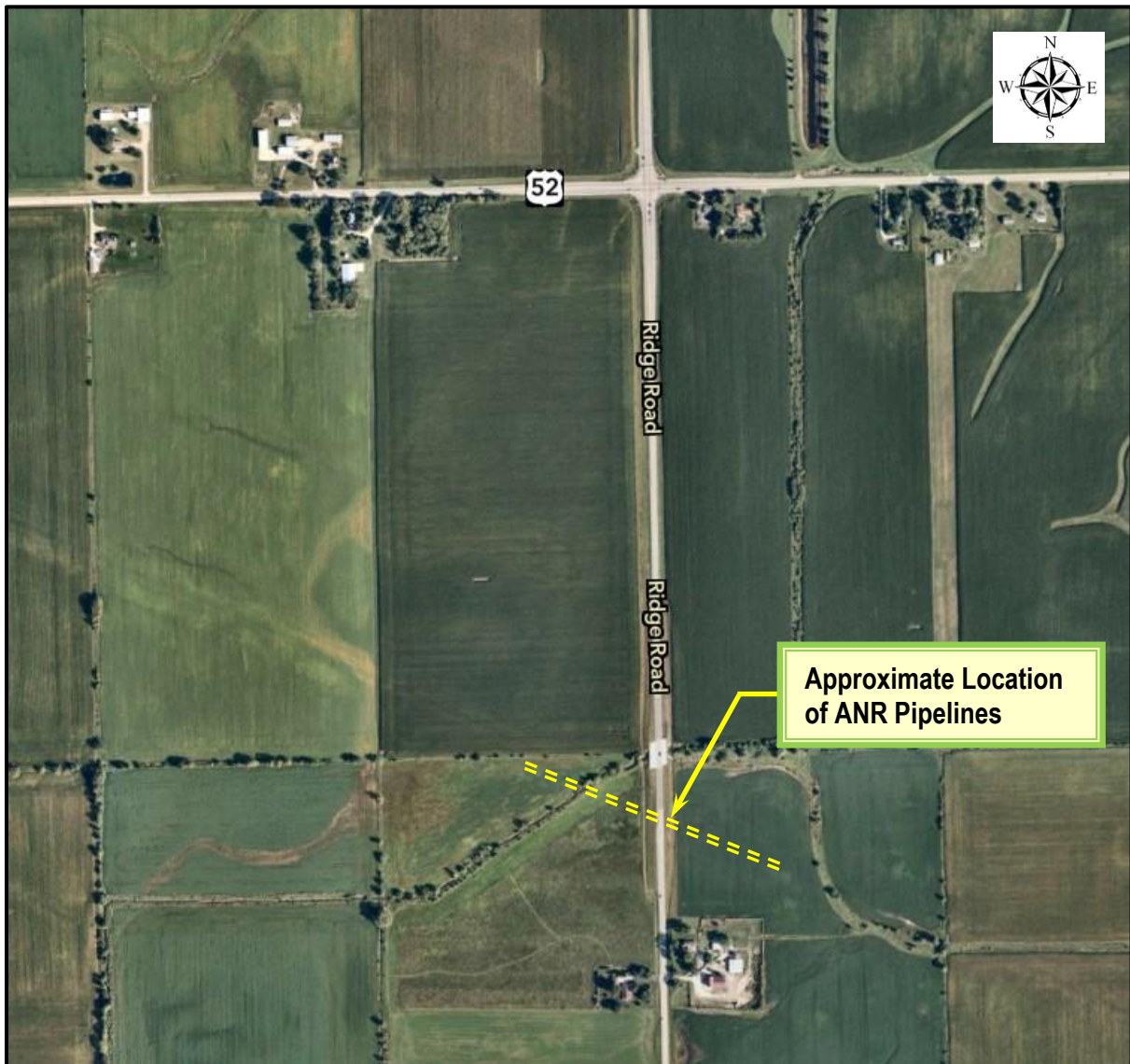
Name: _____

Title: _____

EXHIBIT A

THE WORK

Engineering, labor, materials, tools, equipment, and permits required for ANR Mainline Loop 1-100 and Mainline 100 casing extensions, including related to the site preparation, excavation, removal, installation, coating/recoating, and testing of the casing and pipe as needed.



KENDALL COUNTY
Resolution No. _____

*A Resolution adopting the Illinois Department of Transportation's
Policy on Establishing and Posting Speed Limits on the State Highway System
in Kendall County, Illinois*

WHEREAS, the Illinois Department of Transportation (IDOT) has revised its Policy on Establishing and Posting Speed Limits on the State Highway System, which sets out the procedures to be used when setting speed limits on any public highway; and

WHEREAS, Kendall County believes it is important to remain consistent and compliant with federal regulations and state statutes for highway design; and

WHEREAS, IDOT's Policy recognizes Kendall County's continued authority under Section 11-604 of the Illinois Vehicle Code (IVC) to establish altered speed limits on all county highways, township roads, and district roads; and

WHEREAS, IDOT's Policy does not conflict with Section 11-601 of the IVC, which sets forth the statutory speed limits in effect in Illinois.

NOW, THEREFORE BE IT RESOLVED, by the Kendall County Board, the above listed recitals are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that Kendall County adopts IDOT's Policy on Establishing and Posting Speed Limits on the State Highway System as included in Exhibit A to this Resolution; and

BE IT FURTHER RESOLVED, that Kendall County will utilize IDOT's Policy on Establishing and Posting Speed Limits on the State Highway System when establishing and posting speed limits on all county highways, township roads, and district roads.

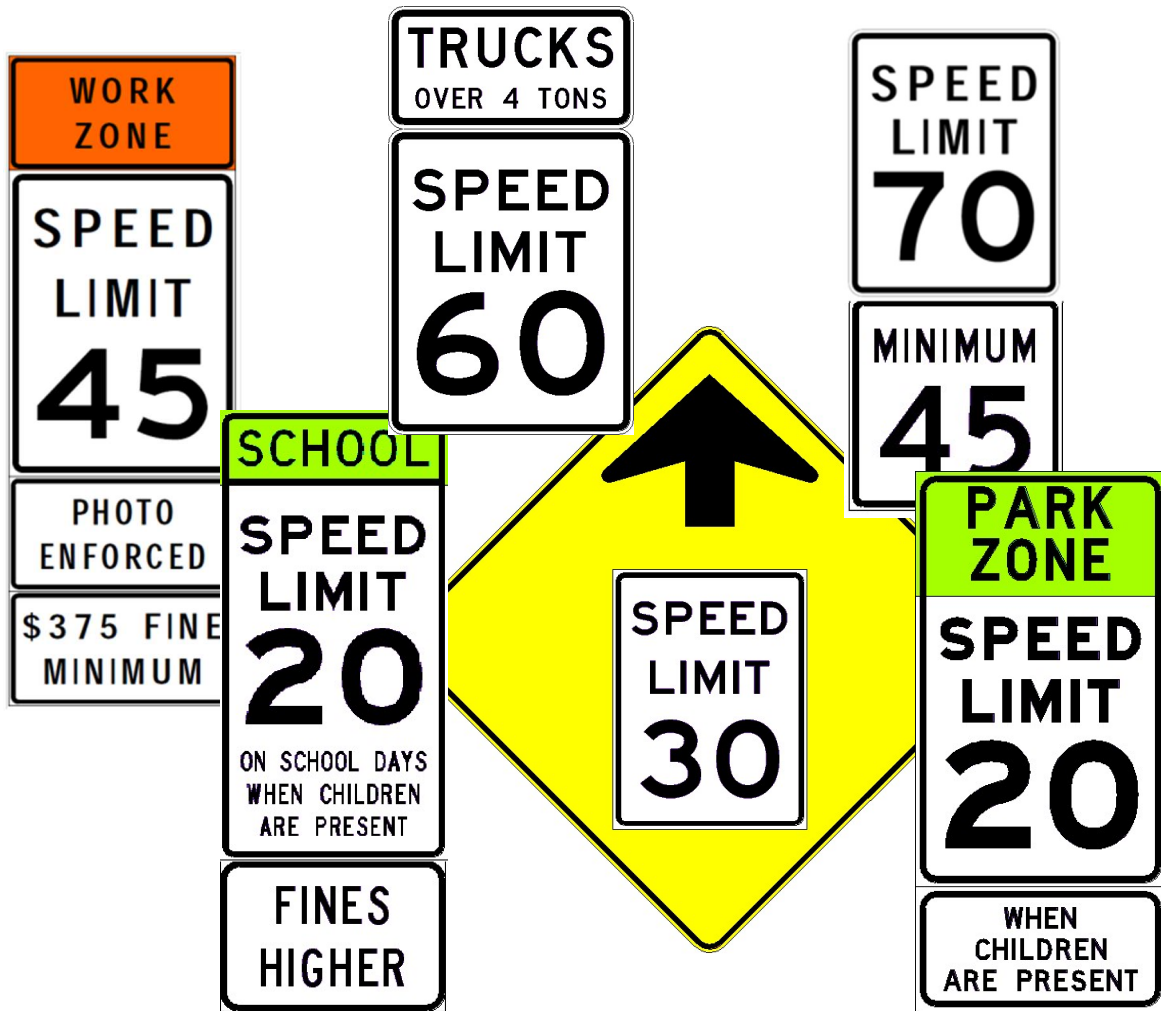
This Resolution approved by the County Board of Kendall County, State of Illinois.

Matt Kellogg - Kendall County Board Chair

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D. 2025.

Debbie Gillette – County Clerk

EXHIBIT A



Policy on Establishing and Posting Speed Limits on the State Highway System

Effective June 2025



Illinois Department of Transportation

POLICY ON ESTABLISHING AND POSTING SPEED LIMITS ON THE STATE HIGHWAY SYSTEM

ILLINOIS DEPARTMENT OF TRANSPORTATION – BUREAU OF OPERATIONS

APPLICATION OF POLICY TO CITIES, COUNTIES AND OTHER LOCAL AGENCIES

The Illinois Vehicle Code does not require local agencies to obtain department approval for speed zones on roads under their respective jurisdictions. While the procedures contained in this policy may be used for altering speed limits on any public highway, use of such procedures by local agencies is not required by statute. If a local agency wishes to ask a district for review of a speed zone, the district may, of course, do so. However, when responding back to the agency, a statement should be included indicating that the comments are not to be considered as either approval or disapproval. Local Agencies should refer to Section 11-604 of the Illinois Vehicle Code for additional information and specific regulations regarding the alteration of speed limits on local roads.

GENERAL SPEED LIMITS

Speed limits on highways under the jurisdiction of the department shall be established on the basis of the latest revisions/editions to Chapter 11, Article VI of the Illinois Vehicle Code (IVC), the Illinois Manual on Uniform Traffic Control Devices (IMUTCD), the Standard Specifications for Road and Bridge Construction, the Highway Standards and this policy. Night speed limits shall not be used.

A. Statutory Speed Limits

Section 11-601 of the IVC spells out the statutory speed limits in effect in Illinois. These limits may be enforced without any signing.

Outside Urban Districts

Freeways/Expressways

This category is defined as highways designated by the department which have at least 4 lanes of traffic where the traffic moving in opposite directions is separated by a strip of ground which is not surfaced or suitable for vehicle traffic. For the purposes of this policy, this includes all full freeways (Interstate and interstate-type freeways).

Interstate Highways

All vehicles except buses and trucks with gross weights of over 4 tons	70 mph
--	--------

Buses

(Outside of Cook, Dupage, Kane, Lake, McHenry, and Will Counties)	70 mph
(Within Cook, Dupage, Kane, Lake, McHenry, and Will Counties)	65 mph

Trucks with gross weights of over 4 tons

(Outside of Cook, Dupage, Kane, Lake, McHenry, and Will Counties)	70 mph
(Within Cook, Dupage, Kane, Lake, McHenry, and Will Counties)	60 mph

Non-Interstate Highways

All vehicles except trucks with gross weights of 4 tons or less	65 mph
Trucks with gross weights of over 4 tons (Outside of Cook, Dupage, Kane, Lake, McHenry, and Will Counties)	65 mph
(Within Cook, Dupage, Kane, Lake, McHenry, and Will Counties)	55 mph

This also allows the department to apply these limits to designated sections of rural expressways with full control of access and at-grade intersections rather than interchanges. In general, this should only be done where engineering judgment indicates such limits may be safely accommodated. Short sections should be avoided.

Conventional Highways

All vehicle types	55 mph
-------------------	--------

Inside Urban Districts (All vehicle types)

All streets and highways	30 mph
Alleys	15 mph

“Urban District” is defined in Section 1-214 of the IVC as “The territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.” *Note that whether the street or highway in question is inside or outside of the corporate limits of a community is not included in this definition and therefore, is not applicable to the determination of where such statutory speed applies. This means that the statutory speed on an unposted street within the corporate limits of a community but outside an urban district would be 55 miles per hour. Also note that the structures referred to in the definition include only those that have direct vehicular access to the highway. Structures on both sides of the highway should be counted together in determining the interval. In addition, Section 11-601 of the IVC states that Interstate highways are not included in urban districts.*

B. Altered Speed Limits

State statutes allow the department to alter certain of the statutory speeds either up or down (statutory speeds of 55, 65, or 70 miles per hour may only be altered downward). State statutes require that such altered speed limits be based on “... an engineering and traffic investigation”. Furthermore, the Illinois Manual on Uniform Traffic Control Devices requires roadway context and recommends the speed distribution of free-flowing vehicles including the median (50th-percentile), and 85th-percentile speeds be considered as part of an engineering study to establish an altered speed limit.

Recent national research (NCHRP 17-76) was conducted and completed in 2021 to develop recommendations for setting posted speed limits. This research introduced recommendations for implementing different percentile speeds and safety factors based on road type and roadway context/environment. This research was used to help determine the below procedures for altering statutory speeds.

The following investigation and selection criteria shall be used to determine altered speed limits on streets and highways under the jurisdiction of the department. While it is not mandatory that local agencies use this format and criteria, it is recommended. Regardless of the form the engineering and traffic investigation takes, it should be based on valid traffic engineering principals, an analysis of the speed distribution of free-flowing vehicles, and be well documented.

Perceived speed enforcement tolerances shall not be taken into account in the setting of speed limits.

Roadway Type and Context

The determination of which prevailing speed to use shall be based on the roadway type and roadway context of the speed study segment. Guidance for determining the proper roadway type and context to use is detailed below. Ultimately, engineering judgment should be used to make the final determination on selection of roadway types and contexts.

Roadway Types

- Interstates/Freeways/Expressways: Corridors of national or regional importance with full or limited access control connecting large centers of activity.
- Principal Arterials: Corridors of regional importance connecting large centers of activity with little to no access control.
- Minor Arterials: Corridors of regional or local importance connecting centers of activity with little to no access control.
- Collectors: Roadways of lower local importance providing connections between arterials and local roads.
- Locals: Roads for local circulation and access only.

The IDOT IRoads Application contains roadway type information in a map format which may be used to help determine the proper roadway type classification for speed studies.

Roadway Contexts

- Rural: Roadways with little development that include land uses such as outdoor recreation, agriculture, and farms. Common building types are residential units and farm buildings. Population and building densities are low. The dominant mode of transportation is vehicles with few pedestrians and bicyclists and with transit that is limited or non-existent.
- Rural Town: Roadways with blended development concentrated along a short length with residential and commercial buildings. Vehicles predominate, although pedestrian and bicyclist activity is more common than in rural contexts. Transit is typically non-existent. Building setbacks are small while parking is usually available on or off street.
- Suburban: Roadways with low to medium development and residential, commercial, or office land uses. Along with vehicles, some bicyclists and pedestrians are present, and sometimes transit. Driveway access is medium to high; and parking is often available off street and in dedicated lots.
- Urban: Roadways that are highly developed with mainly residential, commercial, institutional, or office land uses. Building and population densities are high. Medium to high numbers of bicyclists and pedestrians mixed with vehicles. Transit is common. Intersection frequency is medium to high; and parking may be found on street and in dedicated lots.

- Urban Core: Roadways with the highest levels of development, with mainly residential, commercial, or institutional land uses. Building and populations densities are high. Block sizes are small. Higher volumes of bicyclists, pedestrians, and transit are present. Intersection frequency is high; and parking is available on street and in dedicated parking garage facilities.



Prevailing Speed

The determination of the prevailing speed of free-flowing traffic is the basic step in establishing an altered speed limit either lower or higher than the statutory limit (statutory speeds of 55, 65, or 70 miles per hour may only be altered downward). The prevailing speed is based on either the 50th percentile speed or 85th percentile speed measured during free-flowing traffic conditions and based on roadway type and context.

50th PERCENTILE SPEED: The 50th percentile or average speed is defined as the speed at or below which half or 50% of the vehicles are travelling.

85th PERCENTILE SPEED: The 85th percentile speed is defined as the speed at or below which 85 percent of the vehicles are traveling.

The selection of 50th or 85th Percentile Speed shall be based on the Table below:

Roadway Type	Roadway Context				
	Rural	Rural Town	Suburban	Urban	Urban core
Interstates/Freeways/Expressway	85th	85th	85th	85th	85th
Principal/Minor Arterial	85th	85th	85th	50th	50th
Collector/Local	85th	50th	50th	50th	50th

85th percentile speeds may be utilized rather than 50th percentile speeds for study zones consisting of urban principal arterials or urban minor arterials if all the following conditions exist:

- The zone being studied does not contain a portion of a safety tier - high segment or contain a safety tier - high intersection as shown on the most recent safety tier report as distributed by the Bureau of Safety Programs and Engineering.
- The number of access conflicts per mile within the zone being studied is 60 or less.
- There is little to no bicycle or pedestrian activity within the zone being studied.
- There is no parking permitted adjacent to travel lanes within the zone being studied.

These percentile speeds are determined on the basis of spot speed studies, normally made with a concealed radar or laser speed meter, or through continuously gathered traffic speed data.

Spot speed studies should be made as close as practical to the center of the zone which is being studied. If the zone is in excess of one mile in length in rural areas or 1/2 mile in urban areas, studies should be made at two or more locations. Care must be exercised to be sure that the data are collected in such manner and at such times that they are a true indication of normal conditions. Such conditions normally prevail under good weather conditions, on dry pavement, during daylight hours, outside of rush periods, and on any day except weekends or holidays. Observations should not be made immediately following a crash, when traffic is influenced by construction or maintenance operations, or during a period of greater than normal enforcement. Every effort should be made to conceal the fact that speeds are being recorded.

For spot speed studies, speeds should be observed for at least 100 passenger cars/vans and pickup trucks in each lane in each direction. Speeds of vehicles over four tons in size should not be used in determining altered speed zones. On lower-volume roads where it would be difficult to sample 100 vehicles in each direction, the study may be terminated after three hours. When traffic is travelling in platoons, the speed of the lead vehicle(s) should be used. Following vehicles tend to base their speeds on the lead vehicle. Use of following vehicles will tend to bias the recorded speeds downward.

AVERAGE TEST RUN SPEED: For speed study locations where objective speed measurements cannot be obtained, or where a speed data collection vehicle cannot be sufficiently inconspicuous to have no effect on speed measurements, average test run speeds may be used to determine a prevailing speed on the basis of five vehicle runs in each direction over the length of the proposed zone. It is not necessary to use an unmarked vehicle, however the use of any vehicle which might be mistaken for a law enforcement vehicle should be avoided. Observations should be made under the same general conditions noted above for spot speed studies. The prime consideration in use of test runs is to approximate the median speed. To accomplish this, the driver should try to "float" in the traffic stream. On multi-lane roads, the driver should pass as many vehicles as pass the test car. Test run speeds should not be used on lower-volume roads or when using continuously gathered traffic speed data and should not be included when determining the prevailing speed for very short zones or for any specific type of vehicle other than passenger cars/vans.

Supplementary Investigations

Non-Interstate Highways

The selected Altered Speed Limit should differ from the established prevailing speed (not the proposed posted speed) when justified by further investigation which includes the following conditions:

1. **SAFETY FACTOR:** If the zone being studied contains a portion of a safety tier - high segment or contains a safety tier - high intersection as shown on the most recent safety tier report as distributed by the Bureau of Safety Programs and Engineering, the prevailing speed should be reduced by 10%. Engineering judgment may also be used to apply this reduction factor if there are known concerns with a high volume of speed-related crashes within the study segment.

2. **ACCESS CONTROL:** The effect of driveways and other entrances is determined by using an "access conflict number." For this purpose, field entrances or driveways to single-family dwellings shall have a conflict number of 1. Minor commercial entrances and driveways serving multi-family residential units and minor street intersections shall have a conflict number of 5. Major commercial entrances, driveways serving large multi-family developments and major street intersections shall have a conflict number of 10. If the total access conflict number within a proposed zone exceeds those shown in the following table, the prevailing speed should be reduced by the percentages indicated.

<u>Access Conflicts Per Mile</u>	<u>Percent Reduction in Speed</u>
40 or less	0
41 - 60	5
61 or more	10

3. **PEDESTRIAN ACTIVITY:** Where pedestrian activity is high and no sidewalks are provided or where sidewalks are located immediately behind the curb, the prevailing speed should be reduced by 5 percent. Pedestrians crossing at intersections or established crossing points may be considered if the point of crossing is uncontrolled.

4. **BICYCLE ACTIVITY:** Where bicycle activity is high and where no bike lanes or no separated bike lanes are present, the prevailing speed should be reduced by 5 percent.

5. **PARKING:** The prevailing speed should be reduced by 5 percent where parking is permitted adjacent to the traffic lanes.

6. **MISCELLANEOUS:** Other factors such as roadway characteristics may be included in the investigation based on engineering judgment. These factors may include lane widths, shoulder condition, grade, alignment, median type, and sight distance. Normally, isolated curves/turns and no-passing zones should not be considered as the basis for alteration of speed limits. A review of any past speed studies should also be conducted to help identify any trends in operating speeds.

To determine the proposed altered speed limit, apply the percentage corrections resulting from the above supplementary factors to the prevailing speed and select the closest 5 mile per hour increment. For speed studies where the 50th percentile speed is used to determine the prevailing

speed, the proposed altered speed limit should not differ either upward or downward from the prevailing speed by more than 5 mph. This will likely result in simply rounding down the prevailing speed to the nearest 5 mile per hour increment to establish the altered speed limit if any supplementary factors are applied. This is based on findings from NCHRP 17-76 research that crashes on city streets were lowest when operating speed was within 5 miles per hour of the 50th percentile speed. For speed studies where the 85th percentile speed is used to determine the prevailing speed, the proposed altered limit should not differ either upward or downward from the prevailing speed by more than 9 mph or 20% whichever is less. Next, compare the proposed altered speed limit to the speeds collected in the spot speed study or from continuously gathered traffic speed data and determine the anticipated violation rate. If the anticipated violation rate exceeds 50 percent, the appropriate police agency(ies) should be notified that extra enforcement efforts may be necessary and the district office should consider future implementation of other speed management strategies and geometric design features including but not limited to:

- Narrowed lanes
- Chicanes
- Gateways and corner extensions
- Median islands

In no case should the posted speed limit be greater than the design speed of the roadway.

Differences in posted speeds between adjacent altered speed zones should not be more than 10 miles per hour.

Interstate Highways

The selected Altered Speed Limit may differ from the established prevailing speed (not the proposed posted speed) by up to 15 miles per hour or 25 percent whichever is less when justified by further investigation. The length of an Interstate highway segment to be studied should be between 2 and 10 miles long. Segments which are marked with multiple Interstate designations should be studied separately from adjacent single-marked sections. Such investigations shall be limited to studying any or all of the following conditions:

1. The zone being studied contains a safety tier – high segment as shown on the most recent safety tier report as distributed by the Bureau of Safety Programs and Engineering.

2. Access point density greater than 3 points/mile. The study segment must include a minimum of 2 interchanges for this requirement to be met. Access points include all ramp exits and entrances for both directions. A standard diamond interchange would consist of 4 access points. A standard cloverleaf interchange would consist of 8 access points. Rest area and weigh station exits and entrances should also be included in this calculation. Median crossovers should not be included. Entrances and exits for collector/distributor roads should also be included when calculating access point density.

3. Total ADT is above the following minimum values for the entire length of the study segment (“# of lanes” includes lanes for both directions). (Collector/distributor roads should be included when calculating ADT.)

4-lane:	50,000
6-lane:	75,000
8-lane:	100,000

10-lane:	125,000
12-lane:	150,000
14-lane:	175,000

4. The study segment includes exit ramps with an advisory speed of 30 mph or less and where traffic routinely slows down on the mainline Interstate while approaching the exit.

5. The study segment includes exit ramps where traffic routinely queues back onto the Interstate mainline and other methods of reducing these queues have been implemented without success.

6. The study segment includes areas where traffic routinely travels at less than 45 mph for at least 4 hours a day.

These conditions do not apply to transition zones where the speed limit is decreased because an Interstate highway is ending and transitioning to a conventional highway or where necessary to provide an orderly transition to an adjacent Tollway or neighboring state's speed limit. Speed limits for these transition zones may be decreased based upon engineering judgment. Altered speed limits of 50 or 45 mph based on the conditions above may be transitioned in increments of 10 to 15 mph from a statutory 70 mph speed limit. Any transition zone should be at least 1/2 mile in length.

To determine the proposed altered speed limit, either use the calculated prevailing speed, or apply adjustment factors resulting from any or all of the above conditions to the prevailing speed, and select the closest 5 mile per hour increment. In no case, however, should the proposed altered speed limit differ either upward or downward from the prevailing speed by more than 15 miles per hour or by more than 25 percent, whichever is less. Interstate speed limits shall not be altered above the maximum statutory speed limit and should not be altered below 45 mph.

Adjustment factors for Interstate Highways

- If conditions 1 **or** 2 are met, a **0.95** adjustment factor may be applied
- If conditions 1 **and** 2 are met, a **0.90** adjustment factor may be applied
- A **0.975** adjustment factor may be applied for each of conditions 3 through 6 that are met

Example:

Prevailing speed = 68 mph

Conditions 1 and 2 are met: (0.90) adjustment factor

Conditions 3, 5, and 6 are met: (0.975)*(0.975)*(0.975) adjustment factor

$$68*(0.90)*(0.975)*(0.975)*(0.975) = 56.7$$

Round to **55 mph** (within 15 mph and 25% of 68 mph)

C. Posting of General Speed Limits

Speed Reduction Signs

A Speed Reduction sign (W3-5) shall be erected in advance of any non-work zone speed zone that is 10 miles per hour or more under the passenger car limit in a preceding statutory or altered limit of 45 miles per hour or more and should be erected at other locations where engineering judgment indicates the need. It shall be placed approximately 500 to 600 feet in advance of the lower speed zone and shall always be followed by a basic speed limit sign erected at the beginning of the zone.

On divided and one-way facilities having two or more lanes in one direction, the Speed Reduction signs, where used, and the first basic speed limit sign for the altered speed zone, shall be installed on both sides of the roadway except in situations where insufficient room exists in a median. Red 18-inch metal retroreflectorized "flags" shall be installed on the Speed Reduction signs, if used, preceding any transition from a 65 or 70 miles per hour zone to a lower speed zone. These red "flags" shall also be installed on the first speed limit signs for a lowered speed zone from a preceding 65 or 70 miles per hour zone.

When speed zones on rural highways extend only through signalized intersections, speed limit signs for the altered zones shall be installed at least 1,000 feet prior to the intersections on both sides of the roadway except in situations where insufficient room exists in a median. Normally, such altered zones should be terminated approximately 500 feet beyond the intersection.

Speed Limit Signs

Speed limit signs shall be posted at points of entry to the state even where the preceding speed limit in the adjacent state is the same. The signs should be placed as close to the state line as possible. On conventional rural highways, speed limit signs should also be posted after major highway intersections, and at such other locations as necessary to ensure that there is at least one sign every 10 miles. On Interstate highways and other full freeways, speed limit signs should be placed following the entrance ramps from all except very closely spaced interchanges, and at such other locations as necessary to ensure that there is at least one sign every 10 miles.

The prohibition on the use of electronic speed detection devices within 500 feet beyond certain speed limit signs in the direction of travel (Section 11-602 of the IVC) shall not be taken into account in the placement of speed limit signs.

The following spacings for speed limit signs are recommended in altered speed zones and for 30 mph zones in urban areas. All speed zones, either altered or statutory, shall be posted on state highways.

<u>Posted Speed</u>	<u>Sign Spacing</u>
30 mph or less	660 ft to 1,320 ft (2 to 4 blocks)
35 or 40 mph	990 ft to 1,980 ft (3 to 6 blocks)
45 or 50 mph	1,320 ft to 2,640 ft (4 to 8 blocks)
55 mph or above	2 to 10 miles

Some speed limit signs for freeways/expressways where the speed limit differs between trucks over 4 tons and all other vehicles shall include an additional 'Trucks Over 4 Tons' R2-1109 plaque. This plaque shall be installed above the first 55 mph speed limit sign entering the dual speed zone and the first speed limit sign exiting the dual speed zone. Red 18-inch metal retroreflectorized flags shall also be installed on the first 55 mph speed limit sign entering a dual speed zone.

Minimum Speed Limit Signs

A MINIMUM 45 mph speed plaque (R2-I101) shall be placed below each basic 60, 65, or 70 mph speed limit sign (R2-1) for fully access-controlled freeways only. It may be omitted where closely spaced interchanges or volume/capacity restraints make compliance with a 45 mph minimum speed limit impractical. A minimum speed shall not be used with 55 mph or lower speed limits.

SCHOOL SPEED LIMITS

School speed limits on highways under the jurisdiction of the department shall be established on the basis of Article VI of the Illinois Vehicle Code (IVC), Part 7 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD) and this policy.

Section 11-605 of the IVC allows establishment of 20 miles-per-hour speed limits on streets and highways passing schools or upon any street or highway where children pass going to and from school. Such established limit is to be in effect "On a school day when school children are present and so close thereto that a potential hazard exists because of the close proximity of the motorized traffic..." It further defines school days as beginning at 6:30 a.m. and ending at 4 p.m. Such a zone may be established for public, private and religious nursery, primary or secondary schools.

An engineering and traffic investigation shall be conducted to determine whether or not a school speed zone is warranted. The investigation shall consider such factors as the existing traffic control, whether school crosswalks are present or not, the type, character, volume and crash history of vehicular traffic, and the ages and numbers of schoolchildren likely to be present. It shall also consider where the children would be located in relation to the traffic.

Speed zones should be limited to those locations where school buildings or grounds devoted primarily to normal school day activities are adjacent to the highway or where groups of children cross or walk adjacent to the highway on their way to and from a school. Areas devoted primarily to athletic or other extracurricular activities should not be zoned.

The limits of school speed zones should be determined based upon where children are likely to be present and not based upon the limits of the school property. There are situations, primarily in rural areas, where the school-owned property line is some distance from the actual portion of the property occupied by the school and there are no children walking or present along that portion of the property. Establishing a 20 mile-per-hour school speed limit based solely on the location of the property line would be inappropriate. Conversely, it might be appropriate to impose a 20 mile-per-hour school speed limit some distance ahead of the property line where children walk close to the highway on their way to and from school and such path is part of a planned school walk route.

Speed zones should not be established for crossings where schoolchildren are protected by devices such as stop signs or traffic signals. An exception may be made when the speed zone serves to protect children walking on or immediately adjacent to the roadway in the school area.

Speed zones should not be established when the school or school grounds are completely isolated from the highway by means of a fence or other barrier, and no access to the highway is provided. They should also not be established for crossing where an underpass or overpass is provided or for school entrances used for buses or private vehicles carrying children to and from school.

The beginning of a school speed zone should be marked with a school speed limit 20 mph sign (S4-I100 or S4-I101) with a FINES HIGHER sign (R2-6P) mounted underneath. The end of a school speed zone should be marked with the appropriate standard speed limit sign (R2-1) and an END SCHOOL ZONE sign (S5-2) mounted underneath.

WORK ZONE SPEED LIMITS

A. Altered Speed Limits

- All roadway types with no lane closure.

The existing speed limit should not be lowered when there is no lane closure. A work zone speed limit which matches the existing regulatory speed limit may be established except for intermittent/moving operations and work along ramps.

If a justification from Section C below is met and cannot be immediately corrected, a reduction of up to 10 mph should be considered for roadways with a speed limit of 65 mph or less. A reduction of 15 mph should be considered for roadways with a speed limit of 70 mph. This reduction shall be based on engineering judgment and shall be approved by the District Operations Engineer.

- Existing 70, 65, or 60 mph - Multilane: Speed Limit Reduction to 55 mph

55 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) shall be used to reduce posted speed limits from 70, 65, or 60 mph to 55 mph in construction work zones with lane closures or crossovers as shown on the Highway Standards or as noted in the traffic control plans. Reduced Speed Zone Ahead Signs (W3-5) shall be posted 500 ft. in advance of the first work zone speed limit signs for roadways with posted speed limits of 70 mph. For this requirement to be added to an ongoing contract, it must be approved by the District Operations Engineer. Work Zone Speed Limit signs may also be used to reduce the existing speed limit to 55 mph if engineering judgment indicates the reduced speeds are necessary (See Section C). Approval of the District Operations Engineer is required. These signs shall be removed or covered when the reduced speed limit is not applicable.

- Existing 70, 65, or 60 mph - Multilane: Speed Limit Reduction to 45 mph When Workers are Present

45 mph Work Zone Speed Limit signs (see Art. 701.14(b) of the Standard Specifications for Road and Bridge Construction) within the lane closure shall be used when workers are present in the closed lane adjacent to traffic and are not protected by temporary concrete barrier. This sign may be used in conjunction with other Work Zone Speed signs to drop the 55 mph Work Zone Speed Limit to 45 mph.

If conditions that warrant these signs develop during construction, the signs may be added to the contract upon approval of the District Operations Engineer (See Section C). These signs shall be utilized as indicated in the Highway Standards and as noted by the designer in the traffic control plans. The signs shall be covered, turned or removed when workers are no longer present.

- Existing 45 - 55 mph – Multilane: Work Zone Speed Limit 45 established

Work Zone Speed Limit signs for existing multilane 45 to 55 mph speed limits shall be as shown on the Highway Standards and as noted in the traffic control plans. The signing changes an existing 45 mph speed limit to a 45 mph work zone speed limit. A reduction in the speed limit beyond 10 mph is not recommended and design changes should be considered that will allow traffic to safely move at 45 mph.

- No Speed Limit Reduction – Multilane with speed limit below 45 mph and lane closure

The existing speed limit should not be lowered. A work zone speed limit which matches the existing regulatory speed limit may be established except for intermittent/moving operations with a moving lane closure.

If a justification from Section C is met and cannot be immediately corrected, a reduction of up to 10 mph should be considered. This reduction shall be based on engineering judgment and shall be approved by the District Operations Engineer.

- No Speed Limit Reduction – All 2-Lane roadways with lane closure

The existing speed limit should not be lowered and a work zone speed limit should not be established.

If a justification from Section C is met and cannot be immediately corrected, a reduction of up to 10 mph should be considered. This reduction shall be based on engineering judgment and shall be approved by the District Operations Engineer.

B. Increased Fines in Work Zones

The applicable highway construction or maintenance speed limit fines are specified in Section 11-605.1 of the IVC.

The work zone must be posted according to the requirements for Work Zone Speed Limit signs. For the increased fines to be enforceable, the Minimum Fine Sign, and the WORK ZONE Sign must be present as shown in the applicable Highway Standards.

C. Justifications for Work Zone Speed Limit Reductions

The following may be additional reasons for reducing an existing speed limit in a work zone or for establishing a work zone speed limit in excess of 10 mph below the existing speed limit. This reduction should be based on engineering judgment, documented, and approved by the District Operations Engineer.

- Narrow lane width of 10 feet or less
- Drop-offs
- Temporary road alignment where a design for higher speed operation is not feasible due to space requirements or other factors
- Inadequate sight distance

D. Posting of Work Zone Speed Limit Signs

Work Zone Speed Limit Signs shall be posted according to Article 701.14(b) of the Standard Specifications for Road and Bridge Construction, the applicable Highway Standards, and as shown on the design plans. When Work Zone Speed Limit Signs are installed, the permanent speed limit signs within the limits of the work zone shall be removed or covered. The following reasons should be considered when determining whether to install **optional** work zone speed limit signs where the work zone speed limit matches the existing regulatory speed limit,

- Duration of work
- Ease of installation of work zone speed limit signs and removal or covering of existing speed limit signs
- If there is adequate space to install signs
- If there is adequate sight distance
- If installing optional work zone speed limit signs may put workers in undue danger from traffic

MISCELLANEOUS SPEED POLICIES

A. Blanket Speed Limit Signs

Posting of signs indicating general municipal speed limits, such as "SPEED LIMIT 25 ON VILLAGE STREETS," shall not be used on state highways. Section 11-604 of the IVC requires that speed limit signs be placed "...at the proper place or along the proper part or zone of the highway or street." The Office of Chief Counsel has determined that this requires each individual altered speed zone be signed.

B. Radar Warning Signs

SPEED RADAR TIMED, or other similar signs, shall not be used on state highways. An Illinois Attorney General's Opinion (1966-196) stated that such signs were not necessary for enforcement.

C. Aerial Speed Check Markings

Where requested by the Illinois State Police, aerial speed check markings on state highways may be placed in accordance with the guidelines contained in Section 7-401.21 of the Bureau of Operations Traffic Policies and Procedures Manual.

D. Design, Posted, and Operating Speeds

To prevent potential safety issues, the design speed selected to determine the design features of a roadway should approximately equal the target speed or anticipated posted speed after construction as determined by the requirements of this policy. Target speed is defined as the highest operating speed at which vehicles should ideally operate on a roadway in a specific context. The designer should coordinate the design speed selection with the District Bureau of Operations anticipated posted speed limit selection. In no case should the posted speed limit be greater than the design speed of the roadway. See Chapter 31 of the Bureau of Design and Environment Manual for further information.

E. Curbed Sections

Sections with continuous barrier curbs at or near the edge of pavement should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer. If the curbed section is short, such as with channelizing in conjunction with a freeway interchange, the operating speed should be used.

F. Two-Way Left Turn Lanes

Two-way left turn lanes should be avoided in areas where operating speeds can be expected to be greater than 45 mph. However, where a speed study justifies a speed limit of 50 mph or greater, the posted limit may be reduced to 45 mph upon the written approval of the District Operations Engineer.

G. Park Zone Speed Limits

Park Zone speed limits on roads under the jurisdiction of local agencies may be established on the basis of Section 11-605.3 of the IVC and part 2 of the Illinois Manual on Uniform Traffic Control Devices (IMUTCD).

Section 11-605.3 of the IVC allows local agencies to establish Park Zones and Park Zone Speed Limits by ordinance or resolution on streets and highways under their jurisdictions which abut parks. It does not allow the posting of a 20 mph Park Zone Speed Limit along streets or roads under the jurisdiction of the Illinois Department of Transportation.

A reduction in the speed limit along an abutting street under the jurisdiction of the department could be established in accordance with Section 11-602 of the IVC where warranted by a speed study. However, such a reduction in the speed limit would be signed as a normal speed limit and not as a "park zone speed."

If requested by local agencies, districts may post Illinois Standard W15-I100 PARK ZONE signs on abutting streets and highways under the jurisdiction of the department if the local agency has established and signed a park zone. These signs may be installed regardless of whether a "park zone speed limit" has been established or not.

SPOT SPEED STUDY

DIST: _____ CITY/LOCATION: _____ ROUTE: _____ DATE: _____ DAY: _____

CHECK NO.	RECORDER	HOURS FM: _____ M TO: _____ M	WEATHER	SURFACE WET DAMP DRY	FT. MI. E W N S OF	METER ON E W N S SIDE	TRAFFIC CHECKED: EB WB NB SB	85TH PERCNTLE	UPPER LIMIT 10 MPH PACE	POSTED LIMIT MPH	VIOLATION RATE
-----------	----------	-------------------------------------	---------	-------------------------------	-----------------------	-----------------------------	---------------------------------------	------------------	----------------------------	---------------------	-------------------

MPH	NUMBER OF VEHICLES									
	5	10	15	20	25	30	35	40	45	
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										
38										
39										
40										
41										
42										
43										
44										
45										
46										
47										
48										
49										
50										
51										
52										
53										
54										
55										
56										
57										
58										
59										
60										
61										
62										
63										
64										
65										
66										
67										
68										
69										
70										
71										
72										
73										
74										
75										
76										
77										
78										
79										
80										
81										
82										
83										
84										
85										

ABOVE 85 MPH, LIST INDIVIDUALLY: _____

**ESTABLISHMENT OF SPEED ZONE
DISTRICT _____**

ROUTE: _____ FROM: _____

TO: _____ LENGTH: _____

CITY: _____ COUNTY: _____

I SPOT SPEED STUDIES (Attached)

CHECK NO.	50 th %	85 th %

II TEST RUNS

RUN NO.	AVG. SPEED	DIRECTION
1		
2		
3		
4		
5		

III PREVAILING SPEED

85TH %: _____ MPH
 50th %: _____ MPH
 PREVAILING SPEED: _____ MPH

IV EXISTING SPEED LIMIT

ZONE BEING STUDIED: _____ MPH
 VIOLATION RATE: _____ %
 ADJACENT ZONE N or W: _____ MPH
 LENGTH: _____ MILES
 ADJACENT ZONE S or E: _____ MPH
 LENGTH: _____ MILES

V ACCESS CONFLICTS

RESIDENTIAL DRIVES: _____ X 1 = _____
 SMALL BUSINESS DRIVES: _____ X 5 = _____
 LARGE BUSINESS DRIVES: _____ X10 = _____
 ACCESS CONFLICT NO. TOTAL: _____

STUDY LENGTH: _____ = _____
 (MILES) CONFLICTS / MILE

VI SUPPLEMENTARY INVESTIGATIONS

PEDESTRIAN ACTIVITY:	_____
BICYCLE ACTIVITY:	_____
SAFETY TIER-HIGH:	____ YES ____ NO
PARKING PERMITTED:	____ YES ____ NO

VII PREVAILING SPEED ADJUSTMENT

ACCESS CONTROL ADJUSTMENT:	_____	%
PEDESTRIAN ADJUSTMENT:	_____	%
BICYCLE ADJUSTMENT:	_____	%
CRASH ADJUSTMENT:	_____	%
TOTAL:	_____	%
_____ MPH X _____ % = _____		
(Prevailing Speed) (adjust.)		
ADJUSTED PREVAILING SPEED:	_____	

VIII REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT:	_____	MPH
ANTICIPATED VIOLATION RATE:	_____	%
RECOMMENDED BY:	_____	
DATE:	_____	
APPROVED BY:	_____	
DATE:	_____	



KENDALL COUNTY HIGHWAY DEPARTMENT
5-YEAR SURFACE TRANSPORTATION PROGRAM
2026 - 2030

Revised 10/21/25

	ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	NOTES
1	Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	\$5,000,000	Fed / State / Local	2026	IDOT Spring Letting
2	Galena Road	Construction	Left Turn Bypass Lane at Rock Creek Rd	\$350,000	Trans. Sales Tax	2026	Spring Letting
3	Orchard Road	Construction	Gates Creek Watershed Improvement	\$750,000	Trans. Sales Tax	2026	Spring Letting
4	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2026	Spring Letting
5	County Highways	Pavement Preservation	Various Locations	\$250,000	Motor Fuel Tax	2026	
6	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2026	
7	Ridge Road	Phase 3 Engineering	4-Lane Section - Holt Road to Black Road	\$750,000	Trans. Sales Tax	2026	PE 3
8	Orchard Road	Phase 3 Engineering	Gates Creek Watershed Improvement	\$75,000	Trans. Sales Tax	2026	PE 3
9	Galena Road	PE & Land Acquisition	Roundabout at Little Rock Rd Intersection	\$250,000	Trans. Sales Tax	2026	PE 2 & Land Acq.
10	Galena Road	PE & Land Acquisition	Widen & Resurface-Eldamain to Ill. Rte. 47	\$600,000	Trans. Sales Tax	2026	PE 2 & Land Acq.
11	Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	\$500,000	Trans. Sales Tax	2026	PE 1
12	Plainfield Road	Phase 1 Engineering	Collins Road Intersection Improvements	\$150,000	Trans. Sales Tax	2026	PE 1
13	Plainfield Road	Phase 1 Engineering	Schlapp Road Intersection Improvements	\$150,000	Trans. Sales Tax	2026	PE 1
14	Grove Road	Preliminary Engineering	Roundabout at Caton Farm Rd Intersection	\$75,000	Trans. Sales Tax	2026	PE 1
15	Township Bridge	Preliminary Engineering	Reservation Road	\$100,000	Co. / Twp.	2026	50 / 50 split
16	Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	\$12,500,000	Fed / State / Local	2027	\$30 million total
17	Galena Road	Construction	Roundabout at Little Rock Rd Intersection	\$1,000,000	Trans. Sales Tax	2027	
18	Galena Road	Construction	Widen & Resurface-Eldamain to Ill. Rte. 47	\$4,000,000	Private	2027	
19	Reservation Road	Construction	Bridge Replacement-Twp. Bridge Program	\$1,000,000	State / Co. / Twp.	2027	80/10/10 Split
20	Grove Road	Construction	Intersection Improvement at Route 52	\$100,000	Trans. Sales Tax	2027	IDOT Lead Agency
21	County Highways	HMA Resurfacing	Various Locations TBD	\$2,500,000	Motor Fuel Tax	2027	Spring Letting
22	County Highways	Pavement Preservation	Various Locations	\$250,000	Motor Fuel Tax	2027	
23	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2027	
24	Ridge Road	Phase 3 Engineering	4-Lane Section - Holt Road to Black Road	\$1,000,000	Trans. Sales Tax	2027	PE 3
25	Galena Road	Phase 3 Engineering	Roundabout at Little Rock Rd Intersection	\$150,000	Trans. Sales Tax	2027	PE 3
26	Plainfield Road	PE & Land Acquisition	Collins Road Intersection Improvements	\$250,000	Trans. Sales Tax	2027	PE 2 & Land Acq.



KENDALL COUNTY HIGHWAY DEPARTMENT
5-YEAR SURFACE TRANSPORTATION PROGRAM
2026 - 2030

Revised 10/21/25

	ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	NOTES
27	Plainfield Road	PE & Land Acquisition	Schlapp Road Intersection Improvements	\$250,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
28	Grove Road	PE & Land Acquisition	Roundabout at Caton Farm Rd Intersection	\$250,000	Trans. Sales Tax	2027	PE 2 & Land Acq.
29	Ridge Road	Phase 1 Engineering	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2027	PE 1
30	Walker Road	Preliminary Engineering	Realignment east of Fox River Drive	\$250,000	Trans. Sales Tax	2027	PE 1
31	Grove Road	Preliminary Engineering	Intersection Improvement at Reservation Rd	\$100,000	Trans. Sales Tax	2027	PE 1
32	Little Rock Road	PE & Land Acquisition	Abe-Creek Roudabout Intersection	\$100,000	Trans. Sales Tax	2027	Renew Old Project
33	Township Bridge	Preliminary Engineering	Schaefer Road	\$100,000	Co. / Twp.	2027	50 / 50 split
34	Ridge Road	Construction	4-Lane Section - Holt Road to Black Road	\$12,500,000	Fed / State / Local	2028	\$30 million total
35	Little Rock Road	Construction	Abe-Creek Roudabout Intersection	\$800,000	Trans. Sales Tax	2028	
36	Plainfield Road	Construction	Collins Road Intersection Improvements	\$1,500,000	Trans. Sales Tax	2028	
37	Plainfield Road	Construction	Schlapp Road Intersection Improvements	\$1,500,000	Trans. Sales Tax	2028	
38	Grove Road	Construction	Traffic Signal at Ill. Rte. 126	\$100,000	MFT	2028	IDOT Lead Agency
39	Grove Road	Construction	Roundabout at Caton Farm Rd Intersection	\$800,000	Trans. Sales Tax	2028	
40	County Highways	HMA Resurfacing	Various Locations TBD	\$3,000,000	Motor Fuel Tax	2028	Spring Letting
41	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2028	
42	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2028	
43	Ridge Road	Phase 3 Engineering	4-Lane Section - Holt Road to Black Road	\$1,000,000	Trans. Sales Tax	2028	PE 3
44	Little Rock Road	Phase 3 Engineering	Abe-Creek Roudabout Intersection	\$200,000	Trans. Sales Tax	2028	PE 3
45	Plainfield Road	Phase 3 Engineering	Collins Road Intersection Improvements	\$200,000	Trans. Sales Tax	2028	PE 3
46	Plainfield Road	Phase 3 Engineering	Schlapp Road Intersection Improvements	\$200,000	Trans. Sales Tax	2028	PE 3
47	Ridge Road	Phase 2 Engineering	4-Lane Section - CFR to Plainfield Rd	\$750,000	Trans. Sales Tax	2028	PE 2
48	Walker Road	PE & Land Acquisition	Realignment east of Fox River Drive	\$750,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
49	Orchard Road	Preliminary Engineering	Orchard Bridge & Intersections	\$500,000	Trans. Sales Tax	2028	PE 2
50	Grove Road	PE & Land Acquisition	Intersection Improvement at Reservation Rd	\$350,000	Trans. Sales Tax	2028	PE 2 & Land Acq.
51	Millington Road	Preliminary Engineering	Roundabout at Millhurst Rd Intersection	\$150,000	Trans. Sales Tax	2028	PE 1
52	Millington Road	Preliminary Engineering	Roundabout at Rogers Rd Intersection	\$150,000	Trans. Sales Tax	2028	PE 1



KENDALL COUNTY HIGHWAY DEPARTMENT
5-YEAR SURFACE TRANSPORTATION PROGRAM
2026 - 2030

Revised 10/21/25

	ROAD	DESCRIPTION	LIMITS	TOTAL ESTIMATE	FUNDING	YEAR	NOTES
53	Galena Road	Preliminary Engineering	3-lane improvement - Rte. 47 to Orchard	\$200,000	Trans. Sales Tax	2028	PE 1
54	Township Bridge	Preliminary Engineering	Schaefer Road	\$100,000	Co. / Twp.	2028	50 / 50 split
55	Orchard Road	Construction	Orchard Bridge & Intersections	\$5,000,000	TST / MFT	2029	
56	Walker Road	Construction	Realignment east of Fox River Drive	\$4,000,000	Trans. Sales Tax	2029	
57	Grove Road	Construction	Intersection Improvement at Reservation Rd	\$600,000	Trans. Sales Tax	2029	
58	Township Bridge	Construction	Schaefer Road	\$100,000	Co. / Twp.	2029	
59	County Highways	HMA Resurfacing	Various Locations TBD	\$3,000,000	Motor Fuel Tax	2029	Spring Letting
60	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2029	
61	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2029	
62	Ridge Road	PE & Land Acquisition	4-Lane Section - CFR to Plainfield Rd	\$2,000,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
63	Galena Road	PE & Land Acquisition	3-lane improvement - Rte. 47 to Orchard	\$500,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
64	Millington Road	PE & Land Acquisition	Roundabout at Millhurst Rd Intersection	\$250,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
65	Millington Road	PE & Land Acquisition	Roundabout at Rogers Rd Intersection	\$250,000	Trans. Sales Tax	2029	PE 2 & Land Acq.
66	Ridge Road	Construction	4-Lane Section - CFR to Plainfield Rd	\$5,000,000	Fed / State / Local	2030	\$ Sources Unknown
67	Galena Road	Construction	3-lane improvement - Rte. 47 to Orchard	\$5,000,000	Trans. Sales Tax	2030	
68	Millington Road	Construction	Roundabout at Millhurst Rd Intersection	\$800,000	Trans. Sales Tax	2030	
69	Millington Road	Construction	Roundabout at Rogers Rd Intersection	\$800,000	Trans. Sales Tax	2030	
70	County Highways	HMA Resurfacing	Various Locations TBD	\$3,000,000	Motor Fuel Tax	2030	Spring Letting
71	County Highways	Safety Improvements	Various Locations	\$300,000	Motor Fuel Tax	2030	
72	Various	KC-TAP	Transportation Alternatives Program	\$150,000	Trans. Sales Tax	2030	
73	Ridge Road	Phase 3 Engineering	4-Lane Section - CFR to Plainfield Rd	\$1,000,000	Fed / State / Local	2030	PE 3

5-Year Total: \$93,750,000

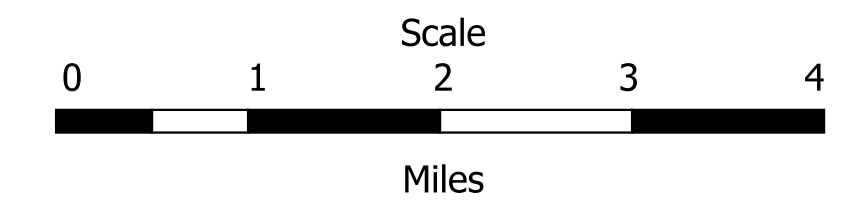
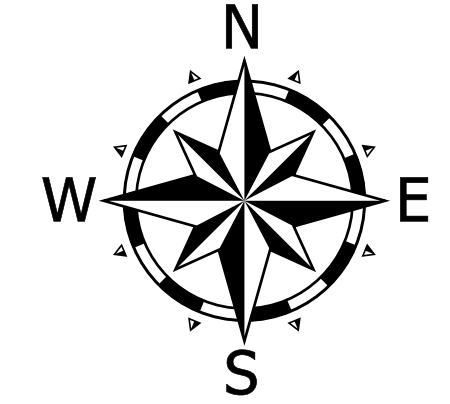
Estimated Grants & Funds by Others: \$16,000,000

Total Estimated County Funds: \$77,750,000

HIGHWAY MAP KENDALL COUNTY

2026 - 2030 Proposed Improvements

Includes only construction-type projects unless construction will not begin within the 5-Year Plan time period.



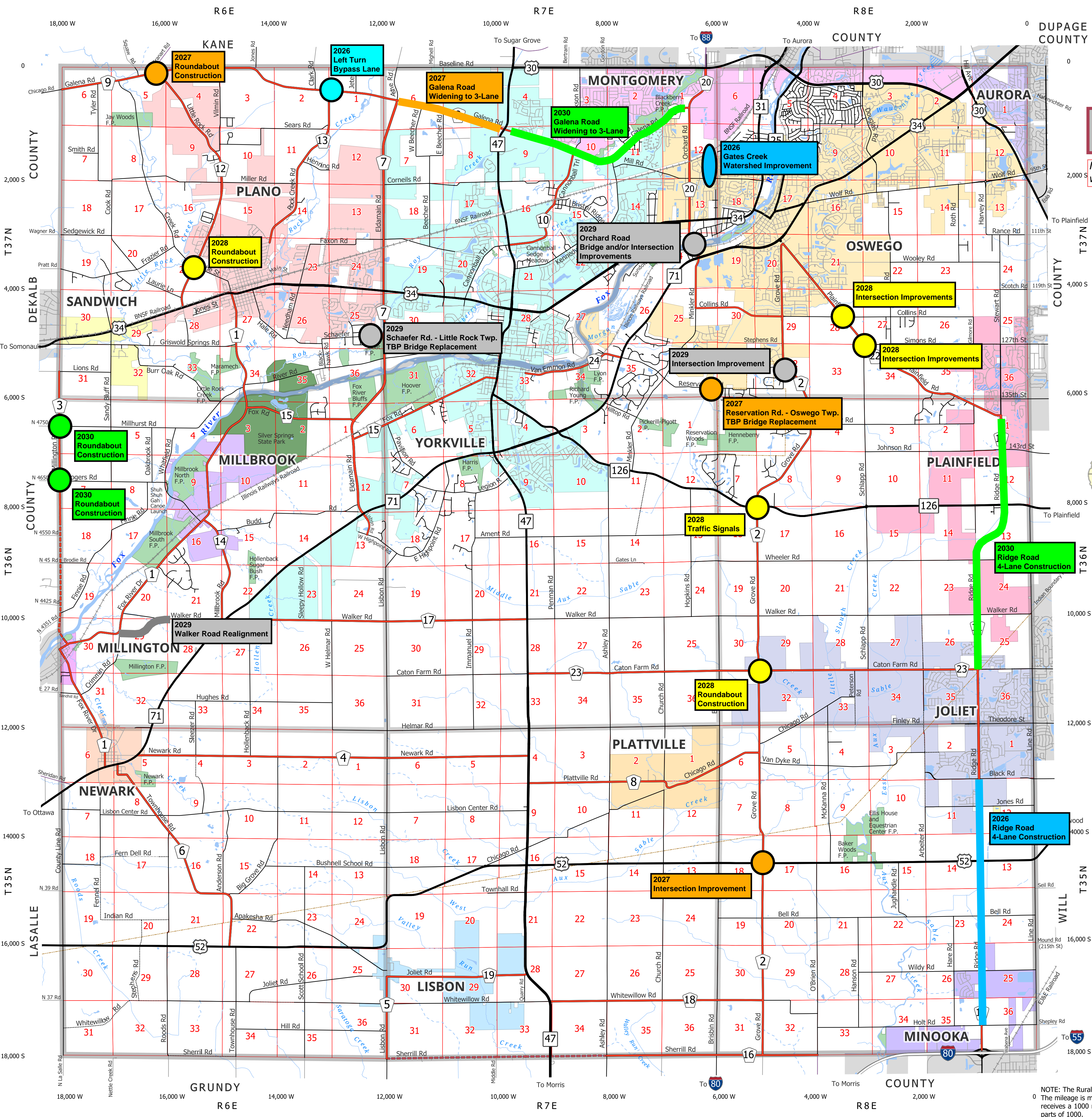
LEGEND

- 2026
- 2027
- 2028
- 2029
- 2030

Published by:
Kendall County Highway Department
In partnership with:
Kendall County GIS / Mapping Department

Francis C. Klaas, P.E.
County Engineer

Department Headquarters
6780 Route 47
Yorkville, IL 60560
Phone (630) 553-7616
FAX (630) 553-9583



NOTE: The Rural Roads Identification System employs a numbering system based on a grid-mile coordinate system. The mileage is measured from the northeast corner of the County. Each grid section west and south of that corner receives a 1000 number added consecutively across the County. Intermediate intersections would be proportionate parts of 1000.



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Revised Facilities Management Maintenance I Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To approve the Revised Facilities Management Maintenance I Job Description.

Board/Committee Review:

On 10/6/2025, the Human Resources & Insurance Committee voted to forward this action item to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached is a revised Maintenance I job description, which is an existing position in the Facilities Management Department. The proposed revision reduces the lifting requirements from 80 pounds to 50 pounds.

Staff Recommendation:

To approve the Revised Facilities Management Maintenance I Job Description.

Attachments:

1. Revised Facilities Management Maintenance I Job Description

Kendall County Job Description

TITLE: Maintenance I
DEPARTMENT: Facilities Management
SUPERVISED BY: Assistant Director/Project Manager
FULL TIME/PART TIME: Full time
FLSA STATUS: Non-Exempt
UNION STATUS: Union (Teamsters Local #330)
APPROVED/REVISED: ~~April 18, 2023~~ TBD

I. Position Summary:

Under general supervision of the Assistant Director/Project Manager and Director, the Maintenance I position operates, maintains, and performs minor maintenance and repairs to Kendall County's building systems, equipment, and grounds common to structures and systems throughout Kendall County's jurisdiction.

II. Essential Duties and Responsibilities:

The essential duties for this position include, but are not limited to the following:

- A. Safely performs routine adjustment, repair, and preventative maintenance of building equipment and structures including, but not limited to, the replacement of electrical devices, air filters, belts, and performs lubrication of related equipment.
- B. Performs daily safety checks on heating, cooling, and other equipment.
- C. Views, interprets, and verifies system alarms and advises the Facilities Management Director, the Assistant Director/Project Manager, or their designees of verified alarms on the HVAC control system.
- D. Is a self-starter who plans and performs basic projects, as needed or required.
- E. Assists the Facilities Management Department staff and supervisors with various tasks including, but not limited to running errands; retrieving supplies/materials for tasks; holding objects/materials requiring more than one person; and cleaning up after completion of tasks.
- F. Operates, inspects, tests, and makes minor changes to building systems including, but not limited to, fire alarm, HVAC, HVAC controls, lighting, water treatment systems, standby generators, and U.P.S. systems.
- G. Performs maintenance and/or replacement of plumbing devices and fixtures including, but not limited to working on plugged drains as well as operating hand and power operated drain augers.
- H. Assists outside vendors as needed to complete work beyond their general capabilities including, but not limited to escorting individuals through secure areas; signing service tickets; and recording time spent on a task.
- I. Performs non-technical tasks such as changing light bulbs; repairing walls; painting; cleaning; repairing carpeting, ceiling, and furniture in addition to other miscellaneous job-related duties and special projects, as needed.
- J. Performs snow/ice removal using ride-on and other powered equipment and/or hand tools.

Kendall County Job Description

- K. Perform grounds maintenance activities including, but not limited to weed control of planting beds; removing debris; raking & disposal of leaves and others plant materials; broom and shoveling of sidewalks and parking lots; trimming branches; pulling weeds; and applying weed control herbicides.
- L. Performs repairs of walls, ceilings, stairs, and related structures, which include tasks such as scraping paint; applying compound, sanding, and finishing drywall systems of existing and new structures; along with painting related repairs and maintenance of walls, ceilings, and other facility structures.
- M. Collects and maintains logs/inventories/records and reports all faults, deficiencies, and other unusual occurrences.
- N. Complies with the work order system by performing tasks including, but not limited to interpreting work orders; performing work requested; completing work order per instruction; and providing accurate information on completed work order.
- O. Safely moves furniture, packages, and boxes, as requested.
- P. Distributes materials and supplies throughout assigned areas.
- Q. Safely drives County owned vehicles and other motorized equipment to perform assigned job tasks.
- R. If assigned to perform work inside the Kendall County Public Safety Center, must have the ability to be cleared for access by the Kendall County Sheriff and must comply with all applicable rules and policies of Kendall County Sheriff's Office.
- S. Performs new installations of wall systems, electrical and low voltage systems.
- T. Must be available to work shift(s) after regular business hours, on holiday(s), weekend(s), or during other events as required.
- U. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- V. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, vendors, and the public.
- W. Complies with all applicable laws, regulations, union contracts, safety standards, and County policies and procedures regarding or relating to assigned job duties.
- X. Must be able to work on-site to perform the essential job duties.
- Y. Maintains regular attendance and punctuality.
- Z. Performs other duties, as assigned.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

1. Ability to read and interpret documents and simple instructions.
2. Ability to write routine reports and correspondence.
3. Ability to express oneself clearly and concisely both orally and in writing.
4. Requires knowledge of the English language, spelling and grammar.

Kendall County Job Description

B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measurement, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentages as well as draw and interpret bar graphs.

C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several variables in standardized situations.
3. Ability to independently work to project completion and follow guidance.
4. Ability to listen, understand information and ideas, and to work effectively with County personnel, elected officials, vendors, and the public.
5. Ability to read and work with blueprints and technical manuals.

D. Certificates, Licenses, and Registrations:

1. Current and valid Driver's License.
2. Any and all other licenses, certifications, and registrations as required by immediate supervisor for the specific duties performed.

E. Other Skills, Knowledge, and Abilities:

1. The ability to display a positive, cooperative, professional and team orientated attitude, committed to working in a safe and quality environment.
2. Knowledge in maintenance supplies, equipment, materials, and methods used in janitorial, grounds and landscaping work.
3. Ability to make minor repairs to buildings and equipment.
4. Ability to perform various clean-up and maintenance tasks as required.
5. Thorough knowledge of the occupational hazards and corresponding safety precautions necessary for the safe performance and use of equipment to complete assigned tasks.
6. Ability to safely and proficiently operate powered hand tools and all other equipment needed to perform assigned job duties.
7. The ability to follow guidance and work independently until project completion.
8. Must be proficient in the use of Kendall County's work order system, computer, email systems, and telephone systems.
9. Complies with all County policies and procedures and adheres to set standards.

F. Education and Experience:

1. A minimum of a high school diploma, GED, or equivalent is required.
2. A minimum of at least two (2) years prior work experience in commercial, office, or public building facility maintenance and repair.

Kendall County Job Description

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- A. Frequently lift and/or move items up to ~~80~~ 50 pounds.
- B. Use hands to touch, handle, feel, grip, and type.
- C. Bend over at the waist and reach with one and/or both hands and arms.
- D. Climb and balance, stoop, kneel, crouch, and crawl.
- E. Stand and walk on uneven ground and development sites.
- F. Reach, push, and pull with one and/or both hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Must be able to work from ladders, scaffolding, and personal lifts.
- J. Must be able to safely and proficiently operate powered hand tools and all other equipment needed to perform assigned job duties.
- K. Must be able to operate County vehicles and safety equipment.
- L. Must be able to travel independently to other County properties and other locations throughout Kendall County to perform assigned job duties.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Must be able to work in both inside and outside environmental conditions, which includes during extreme weather.
- B. While performing assigned job duties, the position may be exposed to blood borne pathogens or other infections and contagious diseases.
- C. While performing assigned job duties, the position may be exposed to dust, fumes, odors, smoke, gases, and chemicals.
- D. Will be required to work with moving mechanical parts and in high, precarious places, as needed.
- E. The noise level in the work environment varies from quiet to noisy.
- F. The employee must be available to perform all assigned job duties during normal business hours and outside of normal business hours.
- G. Employee may be exposed to stressful situations while working with elected officials, law enforcement, first responders, medical professionals, and the general public.

Kendall County Job Description

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Revised Facilities Management Maintenance II Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To approve the Revised Facilities Management Maintenance II Job Description.

Board/Committee Review:

On 10/6/2025, the Human Resources & Insurance Committee voted to forward this action item to the County Board for approval.

Fiscal impact:

None

Background and Discussion:

The attached is a revised Maintenance II job description for an existing position in the Facilities Management Department. The revisions include minor revisions to the essential duties to better encompass the duties being performed by Maintenance II employees. Also, the revisions reduce the lifting requirements from 80 pounds to 50 pounds.

Staff Recommendation:

To approve the Revised Facilities Management Maintenance II Job Description.

Attachments:

1. Revised Facilities Management Maintenance II Job Description

Kendall County Job Description

TITLE: Maintenance II
DEPARTMENT: Facilities Management
SUPERVISED BY: Assistant Director/Project Manager
FULL TIME/PART TIME: Full time
FLSA STATUS: Non-Exempt
UNION STATUS: Union (Teamsters Local #330)
APPROVED: ~~April 18, 2023~~

I. Position Summary:

Under general supervision of the Assistant Director/Project Manager and Director, the Maintenance II position performs skilled maintenance, operation, repair, construction, and installation, and replacements to Kendall County's building systems, equipment, and grounds common to structures and systems throughout Kendall County's jurisdiction. The Maintenance II position works independently in skilled trades such as carpentry, electronics, [audio/visual, video surveillance, access control systems, high security detention locks/accessories](#), plumbing, electrical, heating/cooling systems, and other skilled trades. The Maintenance II also performs Maintenance I duties, as assigned, and assists with the training of other maintenance classification personnel.

II. Essential Duties and Responsibilities:

The essential duties for this position include, but are not limited to the following:

- A. Is a self-starter who plans and performs projects, as needed or required.
- B. Safely performs skilled maintenance, operation, repair, construction, installation, and replacements to Kendall County's building systems, equipment, and grounds common to structures and systems throughout Kendall County's jurisdiction.
- C. Assists with the training of other maintenance classification personnel.
- D. Works independently with minimal supervision in one or more skilled trades by performing tasks such as:
 1. Maintains, repairs, and operates Kendall County's mechanical, steam humidifiers, water, and electrical equipment and systems in accordance with blueprints, diagrams, operating manuals, and manufacturers' specifications.
 2. Maintains, operates, programs, and modifies Kendall County's electronic equipment, [audio/visual, video surveillance, access control systems, high security detention locks/~~and~~accessories](#), and software (e.g., CMMS, PBX, voicemail, Message Net and specialized systems like breaker panels, frequency drives, UPS and generator equipment, and HVAC chillers).
 3. Diagnoses, troubleshoots, operates, inspects, tests, replaces, and makes major and minor changes to building systems including, but not limited to fire alarm, HVAC, HVAC controls, lighting, water treatment systems, standby generators, U.P.S. systems, PBX, and voicemail.
 4. Safely performs basic electrical repairs (e.g., switches, outlets, clocks, etc.).
 5. Performs maintenance and/or replacement of plumbing devices and fixtures

Kendall County Job Description

- (e.g., working on plugged drains and operating hand and power operated drain augers) and troubleshoots and repairs boilers, water heaters, and Variable Air Volume (VAV) boxes.
6. Operates, troubleshoots, and completes repairs related to Kendall County's Building Automation Systems (BAS).
 7. Cleans and prepares equipment for inspection; inspects mechanical and electrical equipment and systems established by the CMMS system; and performs corrective maintenance.
 8. Performs preventative and predictive maintenance on equipment and assists in developing, reviewing, and implementing comprehensive preventative maintenance procedures.
 9. Performs a variety of skilled building construction and maintenance including, but not limited to, repairs to doors, windows, and other building parts; constructs and/or assembles furniture and other wood and metal structures; constructs, rebuilds, and repairs other County equipment and facilities; prepares surfaces for painting and varnishing; applies surface coverings; and other skilled building construction and maintenance tasks, as assigned.
 10. Uses skilled trades knowledge and experience to adjust equipment and systems with a view toward conserving energy and other County resources.
 11. Maintains equipment racks by performing tasks such as labeling and punching down of cables.
- E. Performs Maintenance I duties, as assigned, which could include, but are not limited to the following:
1. Safely performs routine adjustment, repair, and preventative maintenance of building equipment and structures including, but not limited to, the replacement of electrical devices, air filters, belts, and performs lubrication of related equipment.
 2. Performs daily safety checks on heating, cooling, and other equipment.
 3. Views, interprets, and verifies system alarms and advises the Facilities Management Director, the Assistant Director/Project Manager, or their designees of verified alarms on the HVAC control system.
 4. Assists the Facilities Management Department staff and supervisors with various tasks including, but not limited to running errands; retrieving supplies/materials for tasks; holding objects/materials requiring more than one person; and cleaning up after completion of tasks.
 5. Assists outside vendors as needed to complete work beyond their general capabilities including, but not limited to escorting individuals through secure areas; signing service tickets; and recording time spent on a task.
 6. Performs non-technical tasks such as changing light bulbs; repairing walls; painting; cleaning; repairing carpeting, ceiling, and furniture in addition to other miscellaneous job-related duties and special projects, as needed.
 7. Performs snow/ice removal using ride-on and other powered equipment and/or hand tools.
 8. Perform grounds maintenance activities including, but not limited to weed

Kendall County Job Description

- control of planting beds; removing debris; raking & disposal of leaves and others plant materials; broom and shoveling of sidewalks and parking lots; trimming branches; pulling weeds; and applying weed control herbicides.
9. Performs repairs of walls, ceilings, stairs, and related structures, which include tasks such as scraping paint; applying compound, sanding, and finishing drywall systems of existing and new structures; along with painting related repairs and maintenance of walls, ceilings, and other facility structures.
 10. Safely moves furniture, packages, and boxes, as requested.
 11. Performs new installations of wall systems, electrical and low voltage systems.
 12. Distributes materials and supplies throughout assigned areas.
 13. Collects and maintains logs/inventories/records and reports all faults, deficiencies, and other unusual occurrences.
- F. Safely drives County owned vehicles and other motorized equipment to perform assigned job tasks.
- G. Complies with the work order system by performing tasks including, but not limited to interpreting work orders; performing work requested; completing work order per instruction; and providing accurate information on completed work order.
- H. If assigned to perform work inside the Kendall County Public Safety Center, must have the ability to be cleared for access by the Kendall County Sheriff and must comply with all applicable rules and policies of Kendall County Sheriff's Office.
- I. Must be available to work shift(s) after regular business hours, on holiday(s), weekend(s), or during other events as required.
- J. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- K. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, vendors, and the public.
- L. Complies with all applicable laws, regulations, union contracts, safety standards, and County policies and procedures regarding or relating to assigned job duties.
- M. Must be able to work on-site to perform the essential job duties.
- N. Maintains regular attendance and punctuality.
- O. Performs other duties, as assigned.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

1. Ability to read and interpret documents and simple instructions.
2. Ability to write routine reports and correspondence.
3. Ability to express oneself clearly and concisely both orally and in writing.
4. Requires knowledge of the English language, spelling and grammar.

Kendall County Job Description

B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measurement, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentages as well as draw and interpret bar graphs.

C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several variables in standardized situations.
3. Ability to independently work to project completion and follow guidance.
4. Ability to listen, understand information and ideas, and to work effectively with County personnel, elected officials, vendors, and the public.
5. Ability to read and work with blueprints and technical manuals.

D. Certificates, Licenses, and Registrations:

1. Current and valid Driver's License.
2. Any and all other licenses, certifications, and registrations as required by immediate supervisor for the specific duties performed.

E. Other Skills, Knowledge, and Abilities:

1. The ability to display a positive, cooperative, professional and team orientated attitude, committed to working in a safe and quality environment.
2. Knowledge in maintenance supplies, equipment, materials, and methods used in janitorial, grounds and landscaping work.
3. Working knowledge of equipment racks including, but not limited to labeling and punching down of cables.
4. Ability to make minor repairs to buildings and equipment.
5. Ability to perform various clean-up and maintenance tasks as required.
6. Thorough knowledge of the occupational hazards and corresponding safety precautions necessary for the safe performance and use of equipment to complete assigned tasks.
7. Ability to safely and proficiently operate powered hand tools and all other equipment needed to perform assigned job duties.
8. The ability to follow guidance and work independently until project completion.
9. Must be proficient in the use of Kendall County's work order system, computer, email systems, and telephone systems.
10. Complies with all County policies and procedures and adheres to set standards.

F. Education and Experience:

1. A minimum of a high school diploma, GED, or equivalent is required.
2. A minimum of at least one or more of the following:

Kendall County Job Description

- a. Current enrollment in or successful completion of a four (4) year skilled trades apprenticeship program,
- b. A minimum of an Associate in Applied Sciences Degree or related field, or
- c. At least ten (10) years of prior work experience in commercial, office, or public building facility maintenance and repair.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- A. Frequently lift and/or move items up to ~~5080~~ pounds.
- B. Use hands to touch, handle, feel, grip, and type.
- C. Bend over at the waist and reach with one and/or both hands and arms.
- D. Climb and balance, stoop, kneel, crouch, and crawl.
- E. Stand and walk on uneven ground and development sites.
- F. Reach, push, and pull with one and/or both hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Must be able to work from ladders, scaffolding, and personal lifts.
- J. Must be able to safely and proficiently operate powered hand tools and all other equipment needed to perform assigned job duties.
- K. Must be able to operate County vehicles and safety equipment.
- L. Must be able to travel independently to other County properties and other locations throughout Kendall County to perform assigned job duties.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Must be able to work in both inside and outside environmental conditions, which includes during extreme weather.
- B. While performing assigned job duties, the position may be exposed to blood borne pathogens or other infections and contagious diseases.
- C. While performing assigned job duties, the position may be exposed to dust, fumes, odors, smoke, gases, and chemicals.
- D. Will be required to work with moving mechanical parts and in high, precarious places, as needed.
- E. The noise level in the work environment varies from quiet to noisy.
- F. The employee must be available to perform all assigned job duties during normal business hours and outside of normal business hours.

Kendall County Job Description

- G. Employee may be exposed to stressful situations while working with elected officials, law enforcement, first responders, medical professionals, and the general public.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Part Time Maintenance Technician Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To approve the Part Time Maintenance Technician Job Description.

Board/Committee Review:

On 10/6/2025, the Human Resources & Insurance Committee voted to forward this action item to the County Board for approval.

Fiscal impact:

The funds for this position have already been budgeted.

Background and Discussion:

The attached job description is for a new Part Time Maintenance Technician position in the Facilities Management Department. The Part Time Maintenance Technician position will report to the Assistant Director/Project Manager and Director

Staff Recommendation:

To approve the Part Time Maintenance Technician Job Description.

Attachments:

1. Part Time Maintenance Technician Job Description

Kendall County Job Description

TITLE:	Part Time Maintenance Technician
DEPARTMENT:	Facilities Management
SUPERVISED BY:	Assistant Director/Project Manager
FULL TIME/PART TIME:	Part Time
FLSA STATUS:	Non-Exempt
UNION STATUS:	Non-Union
APPROVED/REVISED:	TBD

I. Position Summary:

Under general supervision of the Assistant Director/Project Manager and Director, the Part Time Maintenance Technician position operates, maintains, and performs minor maintenance and repairs to Kendall County's building systems, equipment, and grounds common to structures and systems throughout Kendall County's jurisdiction.

II. Essential Duties and Responsibilities:

The essential duties for this position include, but are not limited to the following:

- A. Safely performs routine adjustment, repair, and preventative maintenance of building equipment and structures including, but not limited to, the replacement of electrical devices, air filters, belts, and performs lubrication of related equipment.
- B. Performs daily safety checks on heating, cooling, and other equipment.
- C. Views, interprets, and verifies system alarms and advises the Facilities Management Director, the Assistant Director/Project Manager, or their designees of verified alarms on the HVAC control system.
- D. Is a self-starter who plans and performs basic projects, as needed or required.
- E. Assists the Facilities Management Department staff and supervisors with various tasks including but not limited to running errands; retrieving supplies/materials for tasks; holding objects/materials requiring more than one person; and cleaning up after completion of tasks.
- F. Operates, inspects, tests, and makes minor changes to building systems including, but not limited to, fire alarm, HVAC, HVAC controls, lighting, water treatment systems, standby generators, and U.P.S. systems.
- G. Assists outside vendors as needed to complete work beyond their general capabilities including but not limited to escorting individuals through secure areas; signing service tickets; and recording time spent on a task.
- H. Performs non-technical tasks such as changing light bulbs; repairing walls; painting; cleaning; repairing carpeting, ceiling, and furniture in addition to other miscellaneous job-related duties and special projects, as needed.

Kendall County Job Description

- I. Performs snow/ice removal using ride-on and other powered equipment and/or hand tools.
- J. Perform grounds maintenance activities including but not limited to weed control of planting beds; removing debris; raking & disposal of leaves and others plant materials; broom and shoveling of sidewalks and parking lots; trimming branches; pulling weeds; and applying weed control herbicides.
- K. Performs repairs of walls, ceilings, stairs, and related structures, which include tasks such as scraping paint; applying compound, sanding, and finishing drywall systems of existing and new structures; along with painting related repairs and maintenance of walls, ceilings, and other facility structures.
- L. Complies with the work order system by performing tasks including but not limited to interpreting work orders; performing work requested; completing work order per instruction; and providing accurate information on completed work order.
- M. Safely moves furniture, packages, and boxes, as requested.
- N. Distributes materials and supplies throughout assigned areas.
- O. Safely drives County owned vehicles and other motorized equipment to perform assigned job tasks.
- P. If assigned to perform work inside the Kendall County Public Safety Center, must have the ability to be cleared for access by the Kendall County Sheriff and must comply with all applicable rules and policies of Kendall County Sheriff's Office.
- Q. Must be available to work shift(s) after regular business hours, on holiday(s), weekend(s), or during other events as required.
- R. Complies with record retention and destruction procedures in compliance with the Illinois Local Records Act.
- S. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, vendors, and the public.
- T. Complies with all applicable laws, regulations, safety standards, and County policies and procedures regarding or relating to assigned job duties.
- U. Must be able to work on-site to perform the essential job duties.
- V. Maintains regular attendance and punctuality.
- W. Performs other duties, as assigned.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

- 1. Ability to read and interpret documents and simple instructions.

Kendall County Job Description

2. Ability to write routine reports and correspondence.
3. Ability to express oneself clearly and concisely both orally and in writing.
4. Requires knowledge of the English language, spelling and grammar.

B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measurement, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percentages as well as draw and interpret bar graphs.

C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several variables in standardized situations.
3. Ability to independently work to project completion and follow guidance.
4. Ability to listen, understand information and ideas, and to work effectively with County personnel, elected officials, vendors, and the public.
5. Ability to read and work with blueprints and technical manuals.

D. Certificates, Licenses, and Registrations:

1. Current and valid Driver's License.
2. Any and all other licenses, certifications, and registrations as required by immediate supervisor for the specific duties performed.

E. Other Skills, Knowledge, and Abilities:

1. The ability to display a positive, cooperative, professional and team orientated attitude, committed to working in a safe and quality environment.
2. Knowledge in maintenance supplies, equipment, materials, and methods used in janitorial, grounds and landscaping work.
3. Ability to make minor repairs to buildings and equipment.
4. Ability to perform various clean-up and maintenance tasks as required.
5. Thorough knowledge of the occupational hazards and corresponding safety precautions necessary for the safe performance and use of equipment to complete assigned tasks.
6. Ability to safely and proficiently operate powered hand tools and all other equipment needed to perform assigned job duties.
7. The ability to follow guidance and work independently until project completion.
8. Must be proficient in the use of Kendall County's work order system, computer, email systems, and telephone systems.
9. Complies with all County policies and procedures and adheres to set standards.

Kendall County Job Description

F. Education and Experience:

1. A minimum of a high school diploma, GED, or equivalent is required.
2. A minimum of at least two (2) years prior work experience in commercial, office, or public building facility maintenance and repair.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- A. Frequently lift and/or move items up to 50 pounds.
- B. Use hands to handle tools, computers and electronic devices.
- C. Bend over at the waist and reach with one and/or both hands and arms.
- D. Climb and balance, stoop, kneel, crouch, and crawl.
- E. Stand and walk on uneven ground and development sites.
- F. Reach, push, and pull with one and/or both hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Must be able to work from ladders, scaffolding, and personal lifts.
- J. Must be able to safely and proficiently operate powered hand tools and all other equipment needed to perform assigned job duties.
- K. Must be able to operate County vehicles and safety equipment.
- L. Must be able to travel independently to other County properties and other locations throughout Kendall County to perform assigned job duties.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Must be able to work in both inside and outside environmental conditions, which includes during extreme weather.
- B. While performing assigned job duties, the position may be exposed to blood borne pathogens or other infections and contagious diseases.
- C. While performing assigned job duties, the position may be exposed to dust, fumes, odors, smoke, gases, and chemicals.
- D. Will be required to work with moving mechanical parts and in high, precarious places, as needed.
- E. The noise level in the work environment varies from quiet to noisy.
- F. The employee must be available to perform all assigned job duties during normal business hours and outside of normal business hours.
- G. Employee may be exposed to stressful situations while working with elected

Kendall County Job Description

officials, law enforcement, first responders, medical professionals, and the general public.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: New Temporary, Part-Time HRIS Analyst Job Description
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To approve the Temporary, Part-Time HRIS Analyst Job Description.

Board/Committee Review:

On 10/16/2025, the Kendall County Committee of the Whole voted to forward this action item to the County Board for approval.

Fiscal impact:

The proposed hourly rate of pay for the Temporary, Part-Time HRIS Analyst Job Description is \$31.00-\$32.00/hour. Any additional funding required for this position will be incorporated into the FY 2025–26 budget.

Background and Discussion:

The attached document presents a proposed job description for a temporary, part-time HRIS Analyst role within the Human Resources Department. This position is intended to support the continued implementation of the remaining Human Capital Management (HCM) modules and workflows in the Tyler Munis system. Additionally, the HRIS Analyst would provide training to current HR Department staff on the development, execution, and administration of these modules and workflows. If approved, the position would be limited to a maximum of 20 hours per week and have a duration of 3 to 6 months.

Staff Recommendation:

To approve the Temporary, Part-Time HRIS Analyst Job Description

Attachments:

1. HRIS Analyst Job Description

TITLE: HRIS Analyst
DEPARTMENT: Human Resources
SUPERVISED BY: Human Resources Director
FULL TIME/PART TIME: Part Time (Temporary Position)
FLSA STATUS: Non-Exempt
APPROVED/REVISED: TBD

I. Position Summary:

This part-time HRIS Analyst position is responsible for configuring, administering, and maintaining Kendall County's Human Resources Information System (Tyler Munis) and related HR technology. The role ensures data integrity; provides training and technical support to end-users; generates HR reports; and assists with system development, upgrades, and improvements. This position requires strong attention to detail and an understanding of HR processes.

II. Essential Duties and Responsibilities:

The essential job duties for this position include, but are not limited to the following:

- A. Configures, administers, and maintains Kendall County's Human Resources Information System (Tyler Munis) and related HR technology to ensure optimal performance.
- B. Collaborates with stakeholders to gather requirements for development of Tyler Munis system modules, workflows, system enhancements, and customizations.
- C. Implements and tests HRIS system updates, patches, and new modules and workflows.
- D. Ensures data integrity within Kendall County's HRIS system.
- E. Analyzes existing Kendall County processes and workflows to identify areas for improvement.
- F. Recommends and implements process enhancements to maximize efficiency and productivity.
- G. Works closely with end-users to understand their needs and translate them into HRIS system solutions.
- H. Provides technical support and training to Human Resources Department staff and end-users.
- I. Troubleshoots issues and resolves system-related problems.
- J. Develops and delivers training programs and materials to educate employees on HRIS system usage and best practices.
- K. Creates and maintains reports and dashboards to support data-driven decision-making.
- L. Performs data analysis to identify trends, anomalies, and opportunities for improvement.
- M. Collaborates with Kendall County's ICT Department and other Kendall County departments and elected offices to integrate the HRIS system and related HR technology with other Kendall County applications.
- N. Works with Tyler Munis for troubleshooting, system integrations, and/or specialized projects.
- O. Prepares and maintains comprehensive documentation of HRIS system configurations, customizations, and processes.

Kendall County Job Description

- P. Handles confidential matters daily relating to all functions of the Human Resources Department and maintains confidentiality of such information.
- Q. Prepares, revises, organizes, and files confidential records, documents, and correspondence regarding or relating to the Human Resources Department.
- R. Must be able to work both on-site and remotely to perform the assigned essential job functions.
- S. Travels to and/or attends meetings, conferences, and trainings/seminars, as assigned, both during and after regular business hours.
- T. Maintains positive and professional working relationships with Kendall County's elected officials, department heads, employees, other government agencies, unions, and other third parties.
- U. Complies with all applicable laws, regulations, union contracts, and County policies and procedures regarding or relating to assigned job duties.
- V. Maintains regular attendance and punctuality.
- W. Provides back up support for other positions within Kendall County's Human Resources Department, as needed.
- X. Performs other duties as assigned.

III. **Qualifications:**

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, minutes, agendas, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials, in both one-on-one and group settings.
4. Requires proficient knowledge of the English language, spelling, and grammar.

B. Mathematical Skills:

1. Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to prepare and analyze statistical and payroll related data and reports.

C. Reasoning Ability:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

D. Certificates, Licenses, and Registrations:

1. Current and valid Driver's License

Kendall County Job Description

2. Any and all other certificates and registrations as required for the specific duties performed.

E. Other Skills, Knowledge and Abilities:

1. Strong organization and multi-tasking skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. The ability to display a positive, cooperative, professional and team orientated attitude.
4. The ability to listen, understand information and ideas, and work effectively with county personnel, department heads, and elected officials.
5. The ability to follow guidance and work independently until project completion.
6. Must be proficient in the use of computers and in Microsoft Outlook, Excel, Word, Teams, and PowerPoint.
7. Proficiency with Tyler Munis Human Resource Information Systems (HRIS) is preferred.
8. Proficiency with or the ability to quickly learn Kendall County's payroll and time and attendance systems.
9. Knowledge of office practices, principles of modern record keeping, set and maintaining filing systems.
10. Skills in operating a personal computer, facsimile machine, copier, and typewriter.

F. Education and Experience:

1. A minimum of a Bachelor's degree in Information Systems, Business Administration, Human Resources, or a related field is required.
2. A Master's degree in Information Systems, Business Administration, Human Resources, or a related field is preferred.
3. At least two (2) years of prior HRIS systems experience and bookkeeping, payroll, or accounting experience is required.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

- A. Frequently sit for long periods of time at a desk or in meetings.
- B. Frequently work with computers and look at computer screens and other electronic devices.
- C. Occasionally lift and/or move up to 25 pounds.
- D. Frequently lift and/or move up to 5 pounds.
- E. Use hands to finger, handle, feel, grip, and type.
- F. Reach, push, and pull with hands and arms.
- G. Talk and hear in person and via use of telephone.
- H. Specific vision abilities include close and distance vision, as well as depth perception.
- I. Travel independently to other Kendall County properties and other locations to perform assigned job duties.

Kendall County Job Description

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- A. Mostly inside environmental conditions, except when outside traveling between various buildings/locations to perform assigned job duties.
- B. The noise level in the work environment is usually quiet to moderately quiet.
- C. Employee may be exposed to stressful and difficult situations and material while working with users, law enforcement, department heads, elected officials, and vendors.
- D. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.
- E. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours, as needed.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Revised Organizational Chart and Approved Headcount
Prepared by: Leslie Johnson, Human Resources Director
Department: Human Resources Department

Action Requested:

To approve the Revised Organizational Chart and Approved Headcount.

Board/Committee Review:

On 10/6/2025, the Human Resources & Insurance Committee voted to forward this action item to the County Board for approval.

Fiscal impact:

N/A

Background and Discussion:

The attached Revised Organizational Chart and Approved Headcount reflects the following proposed revisions:

1. The addition of two (2) Part Time Maintenance Technician positions within the Facilities Management Department;
2. Replacing one (1) HR Generalist position with one (1) Senior HR Generalist position within the Human Resources Department; and
3. Adding one (1) temporary, part-time HRIS Analyst position within the Human Resources Department.

Staff Recommendation:

To approve the Revised Organizational Chart and Approved Headcount.

Attachments:

1. Revised Organizational Chart and Approved Headcount

APPROVED HEADCOUNT

Administration: 7

Facilities: 12

Animal Control: 8

Human Resources: 5

County Board: 10

Info & Comm. Tech: 14

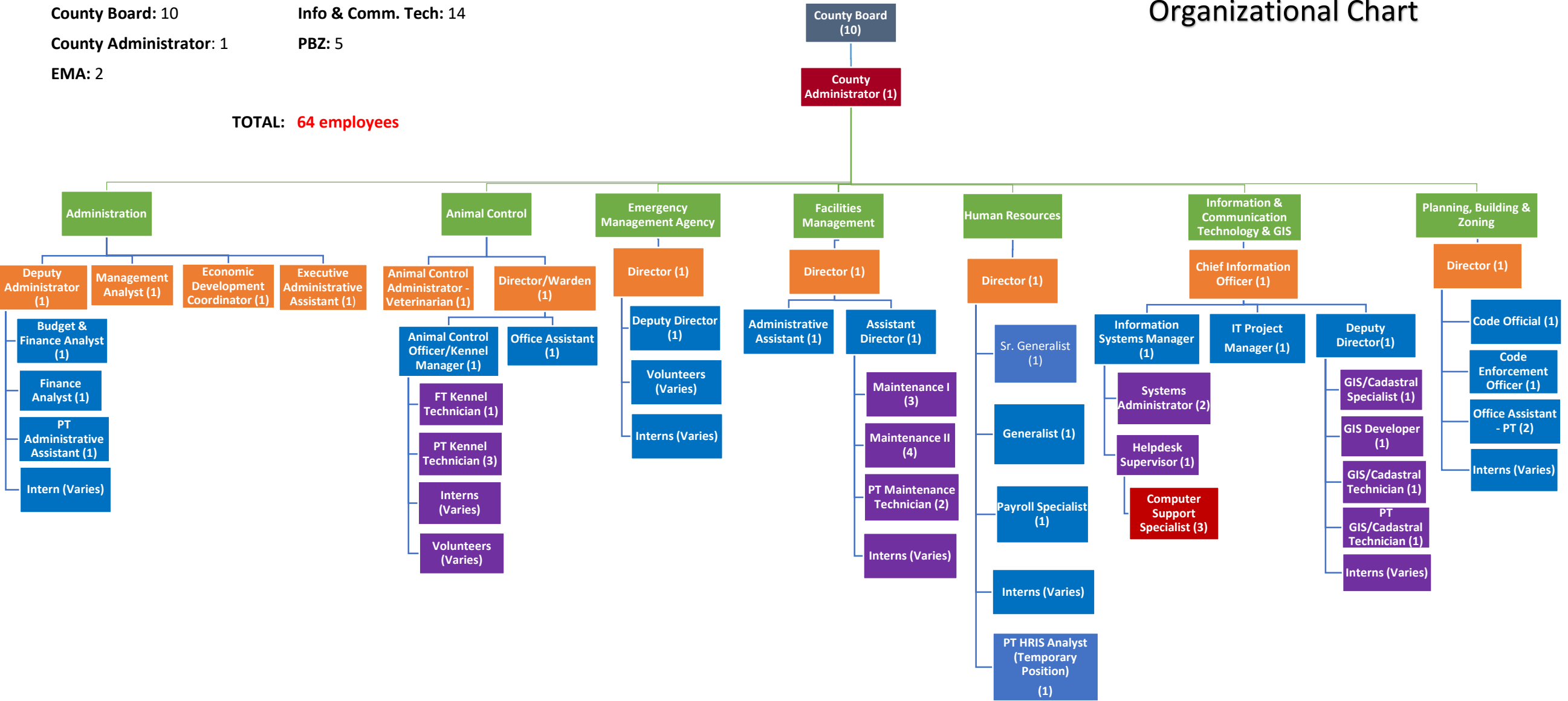
County Administrator: 1

PBZ: 5

EMA: 2

TOTAL: 64 employees

Kendall County, Illinois Organizational Chart



All positions listed are full-time unless otherwise noted above.

Approved: 1/21/2025 (Revised: In Progress)

ORDINANCE NUMBER 2025-_____

Residential Area Shooting Ordinance

WHEREAS, the Kendall County Board has the authority pursuant to 55 ILCS 5/5-1113 to pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to counties; and

WHEREAS, the Kendall County Board has the authority pursuant to 55 ILCS 5/5-1117 to regulate within the unincorporated areas of Kendall County the discharge of firearms in residential areas where such discharge is likely to subject residents or passersby to the risk of injury; and

WHEREAS, the Kendall County Board finds that adopting such regulation will promote the public health, safety, and general welfare of the inhabitants of Kendall County; and

WHEREAS, the Kendall County Board finds that regulating the discharge of firearms in residential areas will serve to avoid the risk or injury to residents or passersby.

NOW, THEREFORE, BE IT ORDAINED by the Kendall County Board that, effective as of the date of approval of this Ordinance, Chapter 24, Article IV of the Kendall County Code is hereby created to read as follows:

1. DEFINITIONS

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- a) "Firearm" as defined by the Illinois Firearm Owners Identification Card Act means any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however:
 - (1) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels a single globular projectile not exceeding .18 inch in diameter or which has a maximum muzzle velocity of less than 700 feet per second;
 - (1.1) any pneumatic gun, spring gun, paint ball gun, or B-B gun which expels breakable paint balls containing washable marking colors;
 - (2) any device used exclusively for signaling or safety and required or recommended by the United States Coast Guard or the Interstate Commerce Commission;
 - (3) any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition; and
 - (4) an antique firearm (other than a machine-gun) which, although designed as a weapon, the Illinois State Police finds by reason of the date of its manufacture, value, design, and other characteristics is primarily a collector's item and is not likely to be used as a weapon.

- b) “Residential Area” is defined as any area within 300 yards of at least three single- or multi-family residential structures.
- c) “Unincorporated Area” is defined as the area within Kendall County boundaries not within the boundaries of any municipality.

2. REGULATION

It shall be a violation of this article for any person to discharge a firearm in any Residential Area of the Unincorporated Area, unless such discharge of a firearm is:

- 1) For the lawful defense of persons or property, or in the course of making a lawful arrest, when such force is justified under Article 7 of the Criminal Code of 2012;
- 2) For legal hunting in compliance with the Illinois Wildlife Code (520 ILCS 5/1.1 et. seq.);
- 3) Shooting on property zoned and approved for the operation of commercial shooting ranges, hunting clubs, shooting clubs, recreational clubs, and similar organizations when such discharge occurs within the parameters specified for such approved use;
- 4) Law enforcement activities, including, but not limited to, law enforcement training ranges;
- 5) Personal recreational shooting, but only (1) with a berm, backstop, natural terrain changes, or other sufficient manner that prevents any projectiles from leaving the boundary of the property where the shooting is taking place; and (2) with permission of neighboring properties as set forth below. Any such personal recreational shooting may only take place between sunrise and sunset; or
- 6) Otherwise exempt from this article by State law.

A person may seek permission from the owner or tenant of the residential structures within 300 yards of the location where firearms will be discharged to allow for personal recreational shooting. If multiple residences exist within 300 yards of the location where firearms will be discharged, authorization from the owner or tenant of each residence shall be required. For a multi-family structure, authorization from the owner or tenant of each unit shall be required. Failure to obtain appropriate authorization from the affected residences will result in a prohibition in discharging firearms in accordance with this article.

The Kendall County Sheriff’s Office shall provide a sample authorization form on their website or in person at the Kendall County Sheriff’s Office

3. ENFORCEMENT AND PENALTIES

- a) This article shall be enforced by the Kendall County Sheriff. For purposes of determining the 300 yards from single or multi-family residential structures, a measurement shall be

taken from the location where a firearm was discharged to the closest exterior wall of the residential structure.

- b) Any person who violates any provision of this article shall be guilty of an ordinance violation and shall be fined as set forth below. A separate offense shall be deemed committed each and every time a violation of this article occurs.
- c) Fines for violation of this article shall be as follows:
 - 1) The first violation of this article shall be punishable by a fine of no less than \$500.
 - 2) A second violation of this article by the same person, within a 12-month period shall be punishable by a fine of no less than \$750.
 - 3) A third or subsequent violation of this article by the same person, within a 12-month period shall be punishable by a fine of no less than \$1000.
- d) Nothing herein shall prohibit the State's Attorney from taking any other lawful action, including seeking injunctive relief, to prevent or remedy any violations of this article.

Approved and Adopted by the County Board of Kendall County, Illinois, this 21st day of October, 2025.

Matt Kellogg, County Board Chairman

Debbie Gillette, County Clerk



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Fox Fiber Construction Contingency Agreement
Prepared by: Christina Burns, County Administrator
Department: Administration

Action Requested:

Approval of a Contingent Excess Construction Cost Agreement of not more than \$3,000,000.

Board/Committee Review:

May 13, 2025: Connect Kendall County Commission Review of CDA

May 15, 2025: Committee of Whole discussion of CDA and project overview

June 3, 2025: Approval of grant agreements, Resolution Approving a 63-20 Relationship with Fox Fiber, Comprehensive Development Agreement between Kendall County and Fox Fiber

October 16, 2025: Committee of the Whole discussion

Fiscal impact:

Potential future cost of up to \$3,000,000 to support project completion.

Background and Discussion:

Kendall County has received a \$15 million grant from the State of Illinois for the construction of a broadband network to connect unserved and underserved areas of Kendall County. In June, the County authorized Fox Fiber to seek bond funding for the remainder of the project, not to exceed \$31,500,000.

The bonds were offered to market in late summer, however there has been hesitancy from the larger institutional investors due to overall market factors, including recent issues with a Montana municipal broadband project and a separate significant municipal bond default. As an unrated bond sale, investors have made several requests that have required modifications to the original proposal. These include changes to the construction agreement with Aecon to provide a performance bond and firm pricing. Investors have also requested additional contingency funding to ensure the project is completed in the event of cost overruns. The proposed Contingency Excess Agreement would commit the County to provide a loan of up to \$3,000,000 during the construction phase to complete the project. The proposed loan terms include a 10-year payback at 10 percent interest. Pivot and Municipal Capital Markets are also deferring a total of \$600,000 in fees to be used before the County funding would be required. The agreement ensures there is no obligation of the County to levy taxes to fund the loan, and it remains subject to

County Board appropriation. The agreement is limited to construction phase of the project only, not supporting its ongoing operations.

We remain confident in the financial model of the project, which already includes a construction contingency and price guarantees related to construction.

Staff Recommendation:

Discussion of the Contingent Excess Construction Cost Agreement and forwarding to County Board for Approval.

Attachments:

Contingent Excess Construction Cost Agreement

CONTINGENT EXCESS CONSTRUCTION COST AGREEMENT

This CONTINGENT EXCESS CONSTRUCTION COST AGREEMENT (this “**Agreement**”), dated as of _____, 2025 is agreed to by Kendall County, Illinois (“**County**”), for the benefit of Zion Bancorporation N.A. (“**Trustee**”, together with the County, the “**Parties**”) on behalf of the holders of the Bonds (as hereinafter defined).

RECITALS:

A. The County has entered into two grant agreements with the State of Illinois (the “**Grant**”), and has approved entering into a Comprehensive Development Agreement (the “**Development Agreement**”) with the Fox Fiber, NFP (the “**Issuer**”), for to the development, construction, furnishing, and equipping of a Broadband Network in Kendall County, Illinois and surrounding counties (the “**Network**”).

B. In reliance on the execution of the Development Agreement, the Issuer adopted a General Bond Resolution on June 24, 2025, as amended as of the date, (as amended, restated, supplemented or modified from time to time, the “**General Resolution**”), and a Supplemental Bond Resolution adopted by the Issuer as of the date hereof (the “**Supplemental Resolution**” and together with the General Resolution, the “**Resolution**”) for the purpose of authorizing the issuance and sale (by Municipal Capital Markets Group, Inc. as the “**Underwriter**”) of the Fox Fiber Project Revenue Bonds, Series 2025A (the “**Bonds**”) to finance the acquisition, development, construction, furnishing, and equipping a portion of the Network. The Bonds will be secured by a lien on the Issuer’s gross revenues from operation of the Network and a security interest in the Network’s equipment and fiber optic system. Neither the County, the State of Illinois (the “**State**”) nor any political subdivision thereof shall be obligated to pay the principal of or premium of or interest on any Bond, and neither the faith and credit nor the taxing power or any other revenues or funds of the County, the State or any political subdivision thereof is pledged to such payment. The Issuer has no taxing power.

C. The Issuer has engaged Pivot Tech Development, Inc., a Colorado corporation (the “**Manager**”) to perform its obligations under to the Development Agreement to design, develop, construct, furnish, equip, manage, operate and maintain the Network, pursuant to a Services Agreement and an Engineering, Procurement, and Construction Agreement, each dated on a date even herewith, between the Issuer and the Manager.

D. The Manager and the Underwriter have each agreed to defer all or a portion of their respective fees in an amount equal to or about \$600,000, (the “**Deferred Fees**”) to pay Excess Costs of Work (as defined herein) before the County is required to make any payment hereunder. Any Deferred Fees remaining after termination of this Agreement will be paid or refunded by the Issuer or Trustee proportionally to the Manager and Underwriter pursuant to separate agreement.

E. The County will obtain material benefits from the completion of the Network and has procured the Grant to further the purpose of completing portions of the Network.

F. The construction of the Network subject to this Agreement (the “**Work**”) is set out in the “MANAGEMENT DISCUSSION AND ANALYSIS - Completion of the Project” subsection of the Preliminary Limited Offering Memorandum dated July 1, 2025, as supplemented

on _____, 2025, (collectively, the “**PLOM**”), which describes the Work to be financed with the proceeds of the Bonds and the Grant, and such plan of construction will be completed in accordance with various plans, specifications, drawings and construction and equipment procurement approved by the County and the Issuer. As a condition to purchase the Bonds, certain investors have requested the County to execute this Agreement.

NOW, THEREFORE, to induce investors to purchase the Bonds and encourage the completion of the Network, the County agrees as follows:

AGREEMENTS:

1. Recitals.

The recitals set forth above are incorporated herein by reference as if fully set forth in the body of this Agreement.

2. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Development Agreement.

3. County Obligations.

(a) The County hereby agrees to seek appropriation in an amount not to exceed \$3,000,000 (“**Maximum Commitment**”) for certain costs of Work, not including third-party professional fees, charges, penalties, interest or any other such costs, reasonably required to complete the Work, as set forth in the PLOM (as referenced above) (“**Excess Costs of Work**”), only if funds are not available to pay these costs from Bond proceeds, Grant proceeds, and Deferred Fees, as certified by the Owner’s Representative pursuant to subsection (c) below. The County shall be under no obligation to levy any tax to make such payments that would constitute a general obligation or in any way pledge the full faith and credit of the County to make the payments hereunder.

(b) In exchange for any amounts paid by the County hereunder, the County will receive a subordinate note from the Issuer equal to such funds paid by the County to complete the Work, payable within ten (10) years from the date of the subordinate note, at a rate of ten (10%) per annum, which may be repaid by the Issuer to the County from any funds available to the Issuer or from Additional Bonds issued by the Issuer, all pursuant to the Resolution.

(c) Any Excess Costs of Work requested to be paid by the County shall be paid only after such requested amount is certified by the Owner’s Representative that no Bond proceeds, Grant proceeds or Deferred Fees are available to pay the Excess Costs of Work requested to be paid by the County.

(d) The County’s payment obligation hereunder is solely for the Excess Costs of Work if such costs cannot be paid from Bond proceeds, Grant proceeds, and Deferred Fees, and does not include any other fees or costs of the Issuer or the Manager, any other current or future obligation

of the Issuer, including the Bonds, any Additional Bonds, or management fees or other costs of the Manager.

(e) If the Excess Costs of Work exceed the amounts available from Bond proceeds, Grant proceeds, Deferred Fees, and Maximum Commitment, the County shall be under no obligation to provide any further funds hereunder even if the Network cannot be completed without such additional funding.

(f) This Agreement shall not be applicable to any Additional Bonds or future obligations of the Issuer.

4. Termination of Agreement.

This Agreement shall terminate and be of no further force and effect, without further action by the County, upon the earlier to occur of:

(a) The Work, as set forth in the PLOM (as referenced above), has been completed and the Issuer has filed with the Trustee (i) certification that the Network is substantially complete and (ii) an “as built” map of the Work of the Network is approved by the Issuer’s board of directors, the Manager, and the Owner’s Representative;

(b) The Maximum Commitment has been expended by the County for the Excess Costs of Work; or

(c) The Issuer issues Additional Bonds pursuant to the Resolution.

5. Obligations Unsecured; Cross-Default.

Any funds paid by the County under this Agreement shall be secured under the Resolution as subordinate debt of the Issuer and enforceable pursuant to the terms thereof. A default under this Agreement shall not constitute an Event of Default under the Resolution, and the Trustee shall not be entitled to exercise any rights and remedies under the Resolution and the other Bond Documents against the County or the Issuer.

6. County’s Performance.

The County agrees that performance of the obligations hereunder shall not be subject to any counterclaim, set-off, recoupment, abatement, deferment or defense based upon any claim that the County may have against the Trustee, Manager, or the Issuer, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any circumstance or other conditions, unless this Agreement is terminated as provided Section 4.

7. Successors and Assigns.

Trustee may assign its rights under this Agreement in whole or in part and, upon any such assignment, all the terms and provisions of this Agreement shall inure to the benefit of such assignee to the extent so assigned. The County may not assign its rights, duties or obligations

under this Agreement, in whole or in part, without Trustee's prior written consent and with the approval of a majority of the Bond holders of the Bonds.

8. Final Agreement.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

9. No General Obligation.

Nothing in this Agreement shall create an obligation of the County, the State or any political subdivision thereof to levy any tax, or that would otherwise constitute a general obligation or in any way pledge the full faith and credit of the County, the State or any political subdivision thereof.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the substantive law of the State without regard to the application of choice of law principles that would result in the application of the laws of another jurisdiction.

[Signature Page to Follow]

IN WITNESS WHEREOF, the County has executed this Agreement as of the date set forth above.

COUNTY OF KENDALL, ILLINOIS

By: _____
Name: _____
Its: _____

ACKNOWLEDGED BY:

FOX FIBER, NFP,
as Issuer

By: _____
Name: _____
Its: _____

ZION BANCORPORATION N.A.,
as Trustee

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE COUNTY OF KENDALL, ILLINOIS.

[_____], 2025

County Board Charmain
Kendall County, Illinois



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
Subject: Tyler Munis Cloud Contract
Prepared by: Matthew Kinsey
Department: ICT

Action Requested:

Approval of Tyler Technologies EERP SaaS contract through the Sourcewell cooperative purchasing contract (#060624-TTI) at a total cost of \$159,087.

Board/Committee Review:

10/6/2025 Facilities and IT Committee

Fiscal impact:

\$159,087

Background and Discussion:

The County currently operates the Tyler Munis ERP system in an on-premise environment, which requires significant infrastructure, maintenance, and staffing resources. In line with Tyler Technologies' product roadmap and industry best practices, the County is pursuing migration to a Software-as-a-Service (SaaS) model. Moving to the cloud will provide increased system reliability, enhanced security, improved disaster recovery, and access to regular updates and new functionality without the burden of maintaining local servers. This transition aligns with the County's long-term technology strategy to modernize critical business systems, reduce risk, and improve operational efficiency.

Staff Recommendation:

Staff recommends approval of this contract as it was currently planned for FY25 in the Treasurer's budget.

Attachments:

Please see attached quote.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 132984;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.

- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
 - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3. Data.
 - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
 - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
 - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
 - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
4. Restrictions.
 - 4.1. You may not:
 - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
 - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
 - 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
 - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
 - 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of

the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
6. SaaS Services.
 - 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
 - 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
 - 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
 - 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to

our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably

required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:

- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
- 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
- 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.

9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.

9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you.

Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
 - 1.3.1. procure the right to continue its use;
 - 1.3.2. modify it to make it non-infringing; or
 - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Performance Issues and Dispute Resolution.**
 - 2.1. ***Notice.*** You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. ***Invoice Issues.***
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.

- 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
- 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
- 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
- 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in

performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will

not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- iii. a party receives from a third party who has a right to disclose it to the receiving party; or
- iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. **Data & Insights Solution Terms.** Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
22. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Kendall County, Illinois

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

Kendall County
111 W Fox Road
Yorkville, IL 60560
Attention: _____



Exhibit A

Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Joe Parent
 Quote Expiration: 12/31/25
 Quote Name: Kendall County EERP SaaS Migration
 Quote Description: SaaS Migration- Sourcewell # 132984
 SaaS Term: 1.00

Sales Quotation For:
 KENDALL COUNTY, IL
 TREASURER
 YORKVILLE IL 60560-1621

Shipping Address:
 Kendall County
 111 W Fox Rd
 Yorkville IL 60560-1621

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	\$ 30,618.00
Accounts Payable	1	0	\$ 8,519.00
Budgeting	1	0	\$ 8,519.00
Capital Assets	1	0	\$ 7,033.00
Cash Management	1	0	\$ 5,861.00
Project & Grant Accounting	1	0	\$ 5,861.00
Purchasing	1	0	\$ 12,893.00
Human Resources Management			
Advanced Scheduling - Up to 500 Employees	1	0	\$ 4,590.00
Advanced Scheduling Mobile Access	1	0	\$ 2,525.00
Human Resources & Talent Management	1	0	\$ 7,547.00
Payroll w/ESS	1	0	\$ 9,205.00
Recruiting	1	0	\$ 1,572.00
Time & Attendance - Up to 500 Employees	1	0	\$ 7,751.00
Time & Attendance Mobile Access	1	0	\$ 3,224.00
Revenue Management			

Accounts Receivable	1	0	\$ 6,289.00
General Billing	1	0	\$ 2,859.00
Content Management			
Content Manager Core	1	0	\$ 11,435.00
Data Insights			
Enterprise Analytics and Reporting - Legacy License	1	0	\$ 6,175.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 6,035.00
Recurring Services			
Data Access Services	1	0	\$ 3,000.00
TOTAL		0	\$ 151,511.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Amazon Web Services Configuration Fee	1	\$ 7,453.00	\$ 7,453.00	\$ 0.00	\$ 0.00
Project Planning Services	1	\$ 7,576.00	\$ 0.00	\$ 7,576.00	\$ 0.00
TOTAL				\$ 7,576.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 151,511.00
Total Tyler Services	\$ 7,576.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 7,576.00	\$ 151,511.00
Contract Total	\$ 159,087.00	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Per [Tyler's Contract with Sourcewell](#), this quote includes a discount on software licenses and SaaS fees for the initial term of the contract. Our Sourcewell discount excludes transactional-priced applications, services pricing, software maintenance, SaaS flips, Tyler migrations, renewals, and hardware.

Amazon Web Services (AWS) has provided a credit in the amount of \$7,453 in sponsorship of your project.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS).

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must

purchase or upgrade to Content Manager Enterprise Edition.



Exhibit B Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
 - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual “Disaster Recovery” and “Tyler Systems Management” services fees, prepaid for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D Third-Party Terms

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



SEPTEMBER

2025

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	September-23	September-24	August-25	September-25
Calls for Service	715	816	914	871
Police Reports	353	344	337	387
Total Arrests	162	114	128	156
Ordinance Citations Issued	0	0	0	0
TRAFFIC SERVICES				
Traffic Contacts	648	389	331	463
Traffic Citations Issued	253	185	136	154
DUI Arrests	4	3	8	7
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	27	47	34	57
Personal Injury	15	14	19	8
Fatalities	0	1	0	0
TOTAL CRASH INVESTIGATIONS	42	62	53	65
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	56,622	56,280	55,890	59,031
Vehicle Maintenance Expenditures	\$0	\$2,391	\$5,166	\$11,335
Fuel Expenditures	\$15,477	\$14,430	\$13,782	\$14,860
Fuel Gallons Purchased	4,033	4,500	4,532	4,505
Squad Damage Reports	1	0	0	0
AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	97	86	237	61
TOTAL AUXILIARY HOURS	97	86	237	61
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	121	143	120	159
Disposal Orders Processed	44	36	28	32
Items Disposed Of	127	115	48	59
Items Sent to Crime Lab for Processing	49	0	8	6
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	19	46	21	38
Total Closed Cases (Patrol/Invest)	24	25	29	29
Total Open Cases (Patrol/Invest)	85	130	156	165
Community Policing Meetings/Presentations	38	28	20	28
Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	15	9	6	7
Sex Offender - Address Verifications Completed	0	0	0	0
Sex Offender - Address Verification Attempted	0	0	0	0
Total # of Sex Offenders- Jurisdiction	32	33	30	30
Total # of Sex Offenders- Entire County	86	87	84	83
Violent Offenders Against Youth Registrations	3	4	0	1
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	0	0
Total # of VOAY- Jurisdiction	7	5	9	9
Total # of VOAY- Entire County	27	24	26	31

RECORDS DIVISION

SHERIFF SALES	September-23	September-24	August-25	September-25
Sales Scheduled	17	10	7	3
Sales Cancelled	10	7	3	3
Sales Conducted	7	3	4	0

CIVIL PAPERWORK

Papers Filed/Received	132	196	239	156
Papers Served/Executed	112	152	200	112

ORDERS OF PROTECTION

OP Received	17	17	29	31
OP Prohibiting Firearms	10	2	2	3
OP Served	7	32	29	26

REPLEVINS/LEVY

Replevin/Levy Scheduled	1	0	0	0
Replevin/Levy Conducted	1	0	0	0

SA, SUBPOENA &FOIA REQUESTS

Electronic and Recording Copy Requests	66	58	75	107
Body/Dash Cam Requests	na	3	38	29
Accident Reports	16	20	22	23
Background Checks	28	36	29	25
Reports	71	61	93	128
Subpoenas	4	4	5	2
TOTAL REQUESTS	185	182	262	314

WARRANTS

Total Warrants on File	1,314	1,050	1,085	1,063
New Warrants Issued	133	90	73	117
Total Warrants Served	141	82	111	120
Warrants Quashed	41	18	12	19

EVICCTIONS

Evictions Scheduled for Month	16	9	11	13
Evictions Cancelled	11	2	6	8
Evictions Conducted	5	7	5	5

FEES

Civil Process Fees	\$4,934	\$4,375	\$8,585	\$4,452
Sheriff Sales Fees	\$3,600	\$1,500	\$3,300	\$2,100
Records Fees/Fingerprinting	\$75	\$230	\$446	\$560
Bond Processing Fees	\$4,418	\$324	\$1,069	\$806
TOTAL FEES COLLECTED	\$13,027	\$6,429	\$13,400	\$7,918

CORRECTIONS DIVISION**JAIL POPULATION**

New Intake Bookings	207	176	261	244
Inmates Released	197	176	264	233
Federal Inmate ADP	13	6	4	4
Kendall County Inmate ADP	60	41	48	45
Other Jurisdictions Inmate ADP	6	12	6	6
Average Daily Population	79	59	58	55
ADP of inmates housed in other Jurisdictions	6	4	1	6

JAIL MEALS	September-23	September-24	August-25	September-25
Number of Meals Prepared Consolidated/Aramark	7,232	5,310	5,509	5,184
Price Per Meal	\$3.08	\$3.08	\$4.31	\$4.53

INMATE TRANSPORTS

To and From Kendall County Courthouse	52	49	42	38
Other County Court Transports	4	0	4	4
Out of County Prisoner Pickups	9	16	22	22
To I.D.O.C	2	2	1	0
Medical/Dental Transports	6	7	0	1
Court ordered medical transports	0	0	1	1
Juvenile To and From Youth Homes/Courts	14	14	10	9
Federal Transports	4	1	1	1
To and From Kane County Jail	3	4	4	4
TOTAL INMATE TRANSPORTS	94	93	85	80

INMATE WORK CREWS

Number of Inmates	0	2	0	0
Number of Locations	0	1	0	0
Total Hours Worked	0	13	0	0

REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$2,250	\$17,775	\$10,842	\$0
Amount Invoiced for Federal Housing	\$36,156	\$16,560	\$11,408	\$11,040
Amount Invoiced for Federal Court Transport	\$693	\$403	\$890	\$824
Amount Invoiced for Federal Medical Transport	\$291	\$294	\$89	\$67
TOTAL INVOICED	\$39,390	\$35,032	\$23,228	\$11,930

MEDICAL BILLING

Medical Contractual Services	\$21,917	\$21,917	\$24,115	\$24,115
Prescriptions	\$1,441	\$1,129	\$0	\$0
Medical	\$394	\$23	\$21	\$491
Dental	\$0	\$4,083	\$0	\$830
Emergency Medical Services	\$44	\$318	\$121	\$0
Medical Supplies	\$159	\$853	\$298	\$300
TOTAL MEDICAL BILLING	\$23,955	\$28,323	\$24,555	\$25,736

Housing Expense

Kane County Jail	\$4,275	\$0	\$0	\$0
TOTAL HOUSING EXPENSE	\$4,275	\$0	\$0	\$0

COURT SECURITY

Entries	10,460	10,692	12,435	12,255
Items X-rayed	4,434	4,506	4,796	4,944
Bond Call - In Person	105	83	122	118
Bond Call - Video	26	0	0	0
Kendall Prisoners	73	53	43	52
Other Prisoners	16	20	23	19
Arrests made at Courthouse	29	17	13	25
Contraband Refused	46	62	46	51

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	September-23	September-24	August-25	September-25
Juvenile	5	6	3	4
Adult	79	63	89	87
TOTAL PARTICIPANTS	84	69	92	91

Orders	September-23	September-24	August-25	September-25
Presentenced	73	65	87	88
Bischof	36	29	44	44
Post Sentenced	11	4	5	3

Days Defendants Served on EHM	September-23	September-24	August-25	September-25
Juvenile	95	149	81	93
Adult	2,207	1,750	2,386	2,268
TOTAL DAYS	2,302	1,899	2,467	2,361

EHM VIOLATIONS	September-23	September-24	August-25	September-25
Juvenile	1	2	0	0
Adult	4	9	7	13
TOTAL VIOLATIONS	5	11	7	13

COST vs. COLLECTIONS	September-23	September-24	August-25	September-25
Cost	\$6,054	\$4,994	\$6,488	\$6,209
Collected	\$2,274	\$2,516	\$9,175	\$9,302

KCSO TRAINING

CORRECTIONS DIVISION	September-23	September-24	August-25	September-25
NATURE OF TRAINING				
Adaptive Leader				8
Annual Mandatory Firearms Quals				1
CourtSmart				0.5
De-Escalation & Communication Part I				15
FBI LEEDA ELI				84
Field Training Officer (Sokolove)				80
Fire Extinguisher Refresher				0.25
Grant Writing for LE Agencies				14
ILACP Building Relationships for Bad Days & Every Day				1.5
ILACP-Legal Update				2
ILACP SAFE-T Act LE's Responsibility & Role of ILETSB				1.5
Inmate Record Keeping				1
Jail Evacuation Training				192
Lexipol DTB's				21
OC Instructor				16
Suburban & Collar County Gang Awareness				8
Taser 10 Energy Weapon				80
Understanding & Responding to Severely Agitated				23
Use of Force: Decision Making & Judgement				2
Use of Force: Liability & Reasonableness				3
TOTAL HOURS	263.00	454.70	139.00	553.75

OPERATIONS DIVISION	September-23	September-24	August-25	September-25
NATURE OF TRAINING				
Animal Fighting Awareness & Humane Response				1
Annual Mandatory Firearms Quals				7
Annual Shotgun Quals				6
AR-15 Advanced Armorer				32
Ballistic Shield Instructor				24
Case Preparation & Courtroom Testimony				3
CourtSmart				14
Crisis Intervention/Disturbance Calls				1.5
Emergency Medical Response				1
FBI LEEDA ELI				28
Firearms Restraining Order Act Awareness				3
			174	

Freedom of Information Act	2
IL Crisis Negotiators Training & Conference	24
ILACP Building Relationships for Bad Days & Every Day	4.5
ILACP-Legal Update	6
ILACP SAFE-T Act LE's Responsibility & Role of ILETSB	4.5
ILACP Duty to Intervene	3
Lady Justice Rising	16
LEADS LTFA	8
Lexipol DTB's	20.25
Mental Health Awareness	5
Off Duty Qual	4
Officer Stress Management	1
Open Meetings Act Online	2
Press & Media Seminar	13
Rifle Qual	7
Security & Privacy LEADS	4.5
Tac Shoot	280
Trauma Informed Response to Sexual Abuse/Assault	8

TOTAL HOURS	387.50	650.50	682.25	533.25
--------------------	---------------	---------------	---------------	---------------

COURT SECURITY	September-23	September-24	August-25	September-25
-----------------------	---------------------	---------------------	------------------	---------------------

NATURE OF TRAINING

CourtSmart	3.5
De-Escalation & Communication Part I	2
LEADS LTFA	4
LEADS Re-Cert	1.5
Lexipol DTB's	4.5
Security & Privacy LEADS	3
Understanding & Responding to Severley Agitated Indv	4

TOTAL HOURS	22.25	22.50	22.50	22.50
--------------------	--------------	--------------	--------------	--------------

ADMINISTRATION DIVISION	September-23	September-24	August-25	September-25
--------------------------------	---------------------	---------------------	------------------	---------------------

NATURE OF TRAINING

CourtSmart	1
Crisis Intervention & Disturbance Calls	0.75
Grant Writing for LE Agencies	14
IL Law Enforcement Records Mgmt Symposium	14

TOTAL HOURS	25.00	8.50	9.00	29.75
--------------------	--------------	-------------	-------------	--------------

AUXILIARY	September-23	September-24	August-25	September-25
------------------	---------------------	---------------------	------------------	---------------------

NATURE OF TRAINING

Lexipol	2.25	1
---------	------	---

TOTAL HOURS	3.25	1.50	2.25	1.00
--------------------	-------------	-------------	-------------	-------------

PART TIMERS	September-23	September-24	August-25	September-25
--------------------	---------------------	---------------------	------------------	---------------------

NATURE OF TRAINING

CourtSmart	2.5
Lexipol DTB's	3
Officer Stress Management	1
Tac Shoot	8

TOTAL HOURS	28.25	27.50	15.25	14.50
--------------------	--------------	--------------	--------------	--------------

Kendall County Clerk				
Revenue Report		9/1/25-9/30/25	9/1/24-9/30/24	9/1/23-9/30/23
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$694.00	\$589.00	\$591.50
MARFEE	County Clerk Fees - Marriage License	\$2,610.00	\$2,220.00	\$2,280.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
ASSUME	County Clerk Fees - Assumed Name	\$35.00	\$45.00	\$25.00
CRTCOP	County Clerk Fees - Certified Copy	\$2,349.00	\$2,260.00	\$1,666.00
MISINC	County Clerk Fees - Misc	\$51.00	\$35.00	\$3.00
	County Clerk Fees - Misc Total	\$5,769.00	\$5,149.00	\$4,595.50
RECFEE	County Clerk Fees - Recording	\$26,783.00	\$22,245.00	\$21,609.00
	Total County Clerk Fees	\$32,552.00	\$27,394.00	\$26,204.50
CTYREV	County Revenue	\$57,188.25	\$53,337.00	\$48,644.25
DCSTOR	Doc Storage	\$25,079.01	\$19,354.55	\$12,570.50
GISMAP	GIS Mapping	\$46,650.00	\$40,170.00	\$39,930.00
GISRCD	GIS Recording	\$6,930.25	\$8,135.50	\$2,662.00
INTRST	Interest	\$119.31	\$71.50	\$89.28
RECMIS	Recorder's Misc	\$6,326.50	\$3,408.75	\$706.50
RHSP	RHSP/Housing Surcharge	\$24,984.00	\$21,204.00	\$21,294.00
TAXCRT	Tax Certificate Fee	\$720.00	\$320.00	\$960.00
TAXFEE	Tax Sale Fees		\$50.00	
PSTFEE	Postage Fees	\$121.00	\$29.55	
CK # 20062	To KC Treasurer	\$200,670.32	\$173,474.85	\$153,061.03
Death Certificate Surcharge sent from Clerk's office \$1076.00 ck # 20061				
Dom Viol Fund sent from Clerk's office \$440.00 ck 20060				

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
AS OF MONTH END 09/30/2025

<u>REVENUES*</u>	Annual <u>Budget</u>	2025 YTD <u>Actual</u>	2025 YTD% <u>%</u>	2024 MTD <u>Actual</u>	2024 MTD <u>%</u>
Personal Property Repl. Tax	\$650,000	\$381,164	58.64%	\$542,162	59.25%
State Income Tax	\$3,640,768	\$3,579,689	98.32%	\$3,352,820	104.49%
Local Use Tax	\$810,000	\$294,643	36.38%	\$641,817	79.24%
State Sales Tax	\$700,000	\$912,392	130.34%	\$732,650	122.11%
County Clerk Fees	\$300,000	\$241,341	80.45%	\$216,907	61.97%
Circuit Clerk Fees	\$1,310,000	\$1,263,903	96.48%	\$1,118,131	111.81%
Fines & Foreits/St Atty.	\$310,000	\$298,118	96.17%	\$386,491	148.65%
Building and Zoning	\$100,000	\$106,899	106.90%	\$105,536	124.16%
Interest Income	\$800,000	\$1,618,158	202.27%	\$2,009,059	309.09%
Health Insurance - Empl. Ded.	\$1,398,187	\$1,193,384	85.35%	\$1,172,154	71.28%
1/4 Cent Sales Tax	\$3,906,000	\$3,686,113	94.37%	\$3,193,600	97.37%
County Real Estate Transf Tax	\$450,000	\$493,976	109.77%	\$507,026	112.67%
Federal Inmate Revenue	\$201,480	\$170,844	84.79%	\$219,420	43.56%
Sheriff Fees	\$121,765	\$80,393	66.02%	\$99,254	92.54%
TOTALS	\$14,698,200	\$14,321,017	97.43%	\$14,297,026	103.12%
Public Safety Sales Tax	\$8,000,000	\$6,709,745	83.87%	\$5,726,534	71.58%
Transportation Sales Tax	\$8,000,000	\$6,709,745	83.87%	\$5,726,534	71.58%

****All Accruals for FY24 have been completed at this time. So these figures are where we currently stand for FY2025**

*Includes major revenue line items excluding real estate property taxes which are to be collected later.

EXPENDITURES

All General Fund Offices/Categories

\$39,451,847

\$28,088,575

71.20%

\$20,213,543

177
55.40%

QUARTER:3rd YEAR:2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT A
	ACTIVITY OF ALL CIVIL CASES

CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
ARBITRATION	AR	0	0	0	0	0	0	0	0
CHANCERY	CH	55	11	0	11	3	58	0	0
EMINENT DOMAIN	ED	10	9	0	0	0	19	0	0
EVICITION	EV	84	169	7	156	2	106	0	0
FORECLOSURE	FC	179	56	0	67	0	168	0	0
GOVERNMENT CORPORTATION	GC	0	0	0	0	0	0	0	0
GUARDIANSHIP	GR	18	22	0	25	2	17	0	0
LAW > \$50,000	L	11	0	0	4	0	7	0	0
LAW > \$50,000	LA	145	35	4	34	2	152	0	0
LAW < \$50,000	LM	288	156	5	161	18	306	0	0
MENTAL HEALTH	MH	0	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	31	26	0	27	-3	27	0	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0	0
PROBATE	P	36	0	3	6	2	35	0	0
PROBATE	PR	138	23	0	22	1	140	0	0
SMALL CLAIM	SC	808	666	8	745	125	862	0	0
TAX	TX	47	0	1	29	0	19	0	0
TOTAL CIVIL		1850	1173	28	1287	152	1916	0	0

*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

QUARTER: 3rd YEAR: 2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT B ACTIVITY OF ALL CRIMINAL AND QUASI-CRIMINAL CASES
--	---

TABLE 1											
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	NO. OF DEFENDANTS NEW FILED	NO. OF COUNTS	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
CRIMINAL FELONY	CF	733	130	130	562	0	193	49	719	13	4
CRIMINAL MISDEMEANOR	CM	558	125	125	158	0	165	-139	379	12	1
CONSERVATION VIOLATION	CV	1	0	0	0	0	0	0	1	0	0
DOMESTIC VIOLENCE	DV	170	49	49	95	0	67	17	169	2	0
DRIVING UNDER THE INFLUENCE	DT	316	83	83	256	90	12	-151	326	2	0
MAJOR TRAFFIC	MT	1169	633	633	1023	0	663	151	1290	16	0
MINOR TRAFFIC	TR	1106	1416	1416	1584	7	1587	167	1109	0	0
ORDINANCE VIOLATION	OV	64	3	3	3	0	5	1	63	0	0
QUASI-CRIMINAL	QC	0	0	0	0	0	0	0	0	0	0
TOTAL CRIMINAL		4117	2439	2439	3681	97	2692	95	4056	45	5

*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

TABLE 2: GUILTY PLEAS RECEIVED BY THE CIRCUIT CLERK PURSUANT TO SUPREME COURT RULES 529, 530 & 531					
CATEGORY	CODE	TOTAL PLEAS OF GUILTY TO THE CLERK	TOTAL PLEAS TO THE CLERK WITH REQUEST FOR SUPERVISION	TOTAL PLEAS OF ELECTRONIC GUILTY	TOTAL PLEAS OF ELECTRONIC GUILTY WITH REQUEST FOR SUPERVISION
CONSERVATION VIOLATION (Rule 530)	CV	0	0	0	0
MINOR TRAFFIC VIOLATION (Rules 529 or 531)	TR	781	559	108	106
TOTALS		781	559	108	106

TABLE 3: REASONS FOR INACTIVE INSTANCES					
CATEGORY	CODE	TOTAL INACTIVE*	WARRANT	SPECIALTY COURT	OTHER
CRIMINAL FELONY	CF	13	11	2	0
CRIMINAL MISDEMEANOR	CM	12	11	1	0
CONSERVATION VIOLATION	CV	0	0	0	0
DOMESTIC VIOLENCE	DV	2	1	1	0
DRIVING UNDER THE INFLUENCE	DT	2	2	0	0
MAJOR TRAFFIC	MT	16	16	0	0
MINOR TRAFFIC	TR	0	0	0	0
ORDINANCE VIOLATION	OV	0	0	0	0
QUASI-CRIMINAL	QC	0	0	0	0
TOTAL INACTIVE CASES		45	41	4	0

*THE REASONS FOR A CASE TO GO INACTIVE IN TABLE 3 SHOULD MATCH THE INACTIVE INSTANCES LISTED IN TABLE 1.

QUARTER:3rd
YEAR:2025
COUNTY: Kendall
CIRCUIT: 23rd

REPORT C
ACTIVITY OF ALL FAMILY & JUVENILE CASES

Table 1							
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN
ADOPTION	AD	3	1	0	2	0	2
DISSOLUTION OF MARRIAGE	D	5	0	0	4	8	9
DISSOLUTION WITH CHILDREN	DC	179	61	2	77	11	176
DISSOLUTION WITHOUT CHILDREN	DN	98	39	0	57	0	80
FAMILY	F	18	0	0	3	3	18
FAMILY	FA	126	46	0	34	0	138
TOTAL FAMILY		429	147	2	177	22	423

Table 2										
CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	NO. OF DEFENDANTS NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
JUVENILE	J	0	0	0	0	0	0	0	0	0
JUVENILE	JV	15	3	4	0	1	0	17	1	1
JUVENILE ABUSE & NEGLECT	JA	168	20	20	0	15	1	174	0	0
JUVENILE DELINQUENT	JD	216	28	28	0	18	3	229	0	3
TOTAL JUVENILE		399	51	52	0	34	4	420	1	4

*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

QUARTER:3rd YEAR:2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT D ACTIVITY OF ALL OTHER CASES
--	---

CATEGORY	CODE	BEGINNING OPEN*	NEW FILED	REINSTATED	CLOSED	ADJUSTMENT	ENDING OPEN	INACTIVE	REACTIVATED
CIVIL LAW VIOLATION	CL	12	0	0	0	0	12	0	0
CONTEMPT OF COURT	CC	44	1	0	0	0	45	0	0
MISCELLANEOUS CRIMINAL	MX	113	73	0	48	-40	98	32	13
ORDERS OF PROTECTION	OP	152	143	0	127	5	173	33	17
TOTAL OTHER		321	217	0	175	-35	328	65	30

*THE NUMBER OF BEGINNING OPEN CASES IS THE SAME NUMBER THAT WAS REPORTED AS THE ENDING OPEN CASES FROM THE PREVIOUS QUARTER.

QUARTER:3rd YEAR:2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT H ORDERS OF PROTECTION ISSUED OR GRANTED
--	--

CATEGORY	EMERGENCY	INTERIM	PLENARY	TOTALS
Civil No Contact	8	0	10	18
Firearms Restraining Order	0	0	0	0
Orders of Protections	59	0	21	80
Stalking No Contact	3	0	1	4
TOTAL	70	0	32	102

QUARTER:3rd YEAR:2025 COUNTY:Kendall CIRCUIT: 23RD	REPORT I AGE OF OPEN CASES
---	---

CATEGORY	CODE	YEAR FILED						TOTAL
		2025	2024	2023	2022	2021	PRIOR TO 2021	
ARBITRATION	AR	0	0	0	0	0	0	0
CHANCERY	CH	18	11	2	2	1	24	58
EMINENT DOMAIN	ED	9	1	0	7	0	2	19
EVICITION	EV	96	8	1	1	0	0	106
FORECLOSURE	FC	107	41	11	10	0	0	169
GOVERNMENT CORPORATION	GC	0	0	0	0	0	0	0
GUARDIANSHIP	GR	14	2	0	1	0	0	17
LAW > \$50,000	L	0	0	0	0	3	4	7
LAW > \$50,000	LA	72	48	27	5	0	0	152
LAW < \$50,000	LM	272	27	2	0	1	4	306
MENTAL HEALTH	MH	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	23	3	0	1	0	0	27
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0
PROBATE	P	0	0	0	0	15	20	35
PROBATE	PR	74	36	20	10	0	0	140
SMALL CLAIM	SC	785	48	0	5	6	18	862
TAX	TX	19	0	0	0	0	0	19
TOTAL CIVIL		1489	225	63	42	26	72	1917

CATEGORY	CODE	YEAR FILED						TOTAL
		2025	2024	2023	2022	2021	PRIOR TO 2021	
CRIMINAL FELONY	CF	301	147	72	46	27	126	719
CRIMINAL MISDEMEANOR	CM	22	82	35	23	34	183	379
CONSERVATION VIOLATION	CV	0	0	0	0	0	1	1
DOMESTIC VIOLENCE	DV	105	50	9	5	0	0	169
DRIVING UNDER THE INFLUENCE	DT	150	57	35	23	12	49	326
MAJOR TRAFFIC	MT	869	246	103	72	0	0	1290
MINOR TRAFFIC	TR	626	41	51	31	103	257	1109
ORDINANCE VIOLATION	OV	3	0	0	5	4	51	63
QUASI-CRIMINAL	QC	0	0	0	0	0	0	0
TOTAL CRIMINAL		2076	623	305	205	180	667	4056

CATEGORY	CODE	YEAR FILED						TOTAL
		2025	2024	2023	2022	2021	PRIOR TO 2021	
ADOPTION	AD	1	1	0	0	0	0	2
DISSOLUTION OF MARRIAGE	D	0	0	0	0	3	6	9
DISSOLUTION WITH CHILDREN	DC	117	51	7	1	0	0	176
DISSOLUTION WITHOUT CHILDREN	DN	56	20	4	0	0	0	80
FAMILY	F	0	0	0	0	1	17	18
FAMILY	FA	73	52	7	6	0	0	138
TOTAL FAMILY		247	124	18	7	4	23	423

CATEGORY	CODE	YEAR FILED						TOTAL
		2025	2024	2023	2022	2021	PRIOR TO 2021	
JUVENILE	J	0	0	0	0	0	0	0
JUVENILE	JV	8	6	0	3	0	0	17
JUVENILE ABUSE & NEGLECT	JA	71	57	31	9	2	4	174
JUVENILE DELINQUENT	JD	72	84	36	10	6	21	229
TOTAL JUVENILE		151	147	67	22	8	25	420

CATEGORY	CODE	YEAR FILED						TOTAL
		2025	2024	2023	2022	2021	PRIOR TO 2021	
CIVIL LAW VIOLATION	CL	0	0	0	0	0	12	12
CONTEMPT OF COURT	CC	4	1	1	1	12	26	45
MISCELLANEOUS CRIMINAL	MX	56	33	8	1	0	0	98
ORDERS OF PROTECTION	OP	45	22	31	26	18	31	173
TOTAL OTHER		105	56	40	28	30	69	328

NOTE: CASES ARE REPORTED BY CASE CATEGORY AND YEAR OF FILING, REINSTATED CASES SHOULD BE REORTED FROM THE DATE OF REINSTATEMENT, EXCLUDE POST JUDGEMENT ACTIONS.

QUARTER:3rd
YEAR:2025
COUNTY: Kendall
CIRCUIT: 23RD

REPORT K
SELF REPRESENTED LITIGANTS (SRLs)

CATEGORY	CODE	CLOSED WITH AT LEAST 1 SRL AT ANY TIME IN THE CASE	CLOSED WITH AT LEAST 1 DEFAULT JUDGEMENT AT ANY TIME IN THE CASE	CLOSED WITH AT LEAST 1 LIMITED SCOPE APPEARANCE FILED AT ANY TIME IN THE CASE
ARBITRATION	AR	0	0	0
CHANCERY	CH	2	2	0
EMINENT DOMAIN	ED	0	0	0
EVICTON	EV	19	12	0
FORECLOSURE	FC	3	3	0
GUARDIANSHIP	GR	7	6	0
LAW > \$50,000	L	0	0	0
LAW > \$50,000	LA	1	1	0
LAW < \$50,000	LM	11	10	0
MENTAL HEALTH	MH	0	0	0
MISCELLANEOUS REMEDY	MR	21	0	0
PROBATE	P	1	1	0
PROBATE	PR	1	1	0
SMALL CLAIM	SC	32	20	0
TAX	TX	0	0	0
TOTAL CIVIL		98	56	0

CATEGORY	CODE	CLOSED WITH AT LEAST 1 SRL AT ANY TIME IN THE CASE	CLOSED WITH AT LEAST 1 DEFAULT JUDGEMENT AT ANY TIME IN THE CASE	CLOSED WITH AT LEAST 1 LIMITED SCOPE APPEARANCE FILED AT ANY TIME IN THE CASE
ADOPTION	AD	0	0	0
DISSOLUTION OF MARRIAGE	D	3	1	0
DISSOLUTION WITH CHILDREN	DC	32	25	0
DISSOLUTION WITHOUT CHILDREN	DN	24	18	0
FAMILY	F	3	1	0
FAMILY	FA	7	5	0
TOTAL FAMILY		69	50	0

CATEGORY	CODE	CLOSED WITH AT LEAST 1 SRL AT ANY TIME IN THE CASE	CLOSED WITH AT LEAST 1 DEFAULT JUDGEMENT AT ANY TIME IN THE CASE	CLOSED WITH AT LEAST 1 LIMITED SCOPE APPEARANCE FILED AT ANY TIME IN THE CASE
MISCELLANEOUS CRIMINAL	MX	1	0	0
ORDERS OF PROTECTION	OP	28	7	0
TOTAL OTHER		29	7	0

QUARTER:3rd
YEAR:2025
COUNTY: Kendall
CIRCUIT: 23rd

REPORT L
POST JUDGEMENT ACTIVITY

CIVIL CASES		
CATEGORY	CODE	# OF COURT EVENTS
ARBITRATION	AR	0
CHANCERY	CH	11
EMINENT DOMAIN	ED	0
EVICTON	EV	18
FORECLOSURE	FC	5
GOVERNMENT CORPORTATION	GC	0
GUARDIANSHIP	GR	79
LAW > \$50,000	L	5
LAW > \$50,000	LA	15
LAW < \$50,000	LM	65
MENTAL HEALTH	MH	0
MISCELLANEOUS REMEDY	MR	0
MUNICIPAL CORPORATION	MC	0
PROBATE	P	45
PROBATE	PR	3
SMALL CLAIM	SC	461
TAX	TX	2
TOTAL		709

CRIMINAL AND QUASI-CRIMINAL CASES		
CATEGORY	CODE	# OF COURT EVENTS
CRIMINAL FELONY	CF	534
CRIMINAL MISDEMEANOR	CM	278
CONSERVATION VIOLATION	CV	0
DOMESTIC VIOLENCE	DV	148
DRIVING UNDER THE INFLUENCE	DT	253
MAJOR TRAFFIC	MT	1108
MINOR TRAFFIC	TR	685
ORDINANCE VIOLATION	OV	3
QUASI-CRIMINAL	QC	0
TOTAL		3009

FAMILY AND JUVENILE CASES		
CATEGORY	CODE	# OF COURT EVENTS
ADOPTION	AD	1
DISSOLUTION OF MARRIAGE	D	487
DISSOLUTION WITH CHILDREN	DC	151
DISSOLUTION WITHOUT CHILDREN	DN	23
FAMILY	F	274
FAMILY	FA	128
JUVENILE	J	0
JUVENILE	JV	7
JUVENILE ABUSE & NEGLECT	JA	15
JUVENILE DELINQUENT	JD	49
TOTAL		1135

ALL OTHER CASES		
CATEGORY	CODE	# OF COURT EVENTS
CIVIL LAW VIOLATION	CL	0
CONTEMPT OF COURT	CC	0
MISCELLANEOUS CRIMINAL	MX	52
ORDERS OF PROTECTION	OP	196
TOTAL		248

QUARTER:3rd YEAR:2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT M TIME TO CASE CLOSED STATUS (including time spent on inactive status)
--	--

CIVIL CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
ARBITRATION	AR	0														
CHANCERY	CH	9	5	1				1	1				1			
EMINENT DOMAIN	ED	0														
EVICITION	EV	156	139	9	3		2	1	1		1					
FORECLOSURE	FC	65	30	14	6	8	2	3			2					
GOVERNMENT CORPORTATION	GC	0														
GUARDIANSHIP	GR	24	16	6			2									
LAW > \$50,000	LA	34	6	4	2	2	3	5	2	1	1	2	2	3	1	
LAW < \$50,000	LM	149	72	38	15	10	6		2	1	2		1		2	
MENTAL HEALTH	MH	0														
MISCELLANEOUS REMEDY	MR	27	24	3												
PROBATE	PR	22			6	4	3	4		2	1	1		1		
SMALL CLAIM	SC	706	434	113	57	34	21	14	9	6	4	4	3	4	3	
TAX	TX	29	3	25	1											
TOTAL		1221	729	213	90	58	39	28	15	10	11	7	7	8	6	0

CRIMINAL AND QUASI-CRIMINAL CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CRIMINAL FELONY	CF	160	14	16	26	13	7	5	9	14	15	8	10	10	13	
CRIMINAL MISDEMEANOR	CM	131	26	13	10	12	18	15	7	5	7	6	5	4	3	
CONSERVATION VIOLATION	CV	0														
DOMESTIC VIOLENCE	DV	67	13	10	6	7	9	3	4	2	5	3	3	1	1	
DRIVING UNDER THE INFLUENCE	DT	83	13	14	15	8	12	2	3	4	2	4	2	1	3	
MAJOR TRAFFIC	MT	663	330	107	71	42	33	13	14	16	10	8	8	5	6	
MINOR TRAFFIC	TR	1552	1409	90	29	14	9							1		
ORDINANCE VIOLATION	OV	5	5													
QUASI-CRIMINAL	QC	0														
TOTAL		2661	1810	250	157	96	88	38	37	41	39	29	28	22	26	0

FAMILY AND JUVENILE CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
ADOPTION	AD	2	1	1												
DISSOLUTION WITH CHILDREN	DC	77	19	13	7	7	4	5	5	7	5	1		1	3	
DISSOLUTION WITHOUT CHILDREN	DN	57	33	15	5	2	1	1								
FAMILY	FA	33	14	8	3	4	1	3								
JUVENILE	JV	1	1													
JUVENILE ABUSE & NEGLECT	JA	12	1	1	4						1		3	1	1	
JUVENILE DELINQUENT	JD	18	2	1	4	6		1		1		1		1	1	
TOTAL		200	71	39	23	19	6	10	5	8	6	2	3	3	5	0

ALL OTHER CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CIVIL LAW VIOLATION	CL	0														
CONTEMPT OF COURT	CC	0														
MISCELLANEOUS CRIMINAL	MX	96	48	46	2											
ORDERS OF PROTECTION	OP	127	125			1							1			
TOTAL		223	173	46	2	1	0	0	0	0	0	0	1	0	0	0

NOTE: DO NOT REPORT REINSTATED CASES.

QUARTER:3rd
 YEAR:2025
 COUNTY: Kendall
 CIRCUIT: 23rd

REPORT N
 TIME TO CASE CLOSED STATUS (excluding time spent on inactive status)

CIVIL CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
ARBITRATION	AR	0														
CHANCERY	CH	9	5	1				1	1				1			
EMINENT DOMAIN	ED	0														
EVICITION	EV	156	139	9	3		2	1	1		1					
FORECLOSURE	FC	65	30	14	6	8	2	3			2					
GOVERNMENT CORPORTATION	GC	0														
GUARDIANSHIP	GR	24	16	6			2									
LAW > \$50,000	LA	34	6	4	2	2	3	5	2	1	1	2	2	3	1	
LAW < \$50,000	LM	149	72	38	15	10	6		2	1	2		1		2	
MENTAL HEALTH	MH	0														
MISCELLANEOUS REMEDY	MR	27	24	3												
PROBATE	PR	22			6	4	3	4		2	1	1		1		
SMALL CLAIM	SC	706	434	113	57	34	21	14	9	6	4	4	3	4	3	
TAX	TX	29	3	25	1											
TOTAL		1221	729	213	90	58	39	28	15	10	11	7	7	8	6	0

CRIMINAL AND QUASI-CRIMINAL CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CRIMINAL FELONY	CF	160	33	21	28	9	7	6	5	6	12	5	10	7	11	
CRIMINAL MISDEMEANOR	CM	131	46	19	7	10	16	8	9	3	3	2	3	3	2	
CONSERVATION VIOLATION	CV	0														
DOMESTIC VIOLENCE	DV	137	16	11	77	7	7	3	4	3	4	1	3		1	
DRIVING UNDER THE INFLUENCE	DT	83	13	14	15	8	12	2	4	4	2	3	2	1	3	
MAJOR TRAFFIC	MT	663	350	123	68	42	26	14	10	11	9	3	3	2	2	
MINOR TRAFFIC	TR	1552	1410	90	29	14	9									
ORDINANCE VIOLATION	OV	5	5													
QUASI-CRIMINAL	QC	0														
TOTAL		2731	1873	278	224	90	77	33	32	27	30	14	21	13	19	0

FAMILY AND JUVENILE CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
ADOPTION	AD	2	1	1												
DISSOLUTION WITH CHILDREN	DC	77	19	13	7	7	4	5	5	7	5	1		1	3	
DISSOLUTION WITHOUT CHILDREN	DN	57	33	15	5	2	1	1								
FAMILY	FA	33	14	8	3	4	1	3								
JUVENILE	JV	1	1													
JUVENILE ABUSE & NEGLECT	JA	12	1	1	4						1		3	1	1	
JUVENILE DELINQUENT	JD	18	2	1	4	6		1		1		1		1	1	
TOTAL		200	71	39	23	19	6	10	5	8	6	2	3	3	5	0

ALL OTHER CASES																
CATEGORY	CODE	CLOSED	0-3 months	4-6 months	7-9 months	10-12 months	13-15 months	16-18 months	19-21 months	22-24 months	25-27 months	28-30 months	31-33 months	34-36 months	37-48 months	49+ months
CIVIL LAW VIOLATION	CL	0														
CONTEMPT OF COURT	CC	0														
MISCELLANEOUS CRIMINAL	MX	96	48	46	2											
ORDERS OF PROTECTION	OP	127	125			1							1			
TOTAL		223	173	46	2	1	0	0	0	0	0	0	1	0	0	0

NOTE: DO NOT REPORT REINSTATED CASES.

To: Law, Justice and Legislation Committee Board Members
 Kendall County Board
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

KCBoard@kendallcountyil.gov
 dgillette@kendallcountyil.gov

MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER

AS OF OCTOBER 2025

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>C.WITHERUP</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Criminal Felony:	156	161	275			50	143	
Class M-	4							
Class X-	5	21	2					
Class 1-	7	4	9					
Class 2-	45	32	51					
Class 3-	39	36	82			25		
Class 4-	55	65	127			25		
MX/SVP/Post C.:	1	3	4					
Criminal CM:	27	22	62	59	38	54	52	
Criminal DUI/DT:	11	3	3	25	29	22	18	
Criminal DV:	18	14	3	59	40	41	28	
Traffic Offenses (TR):	11	44	40	117	18	55	35	
Traffic Offenses (MT):	22	14	13	175	139	131	159	
Juvenile JA/Truancy JV:			7	91	34	105	19	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>K. GUSTAFSON</u>	<u>R.LANCILOTI</u>	<u>C.WITHERUP</u>	<u>S. HOLLMEYER</u>	<u>New Files</u>	<u>TOTAL</u>
Juvenile JD:			1	55	11	36	15	
Class X-						5		
Class 1-				2		2		
Class 2-				12	2	5		
Class 3-				11	3	4		
Class 4-			1	7	2	4		
CM-				23	4	16		
Criminal Contempt:								
Civil Law/Other:								
Conditions Call Only:							26	
Total Open/OCT-25:	245	258	404	581	309	494		2,291
Total Open/SEP-25:	226	267	374	534	381	670		2,452
Total Closed/SEP-25:	43	84	80	61		96		364
Total New Files-SEP-25:	50	59	71	142	75	73		470



Kendall County Agenda Briefing

Meeting Type: County Board Meeting
Meeting Date: 10/21/2025
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

Kendall County Planning, Building and Zoning Committee (Amended Proposal)-Approval (4-0-1) on October 14, 2025

Fiscal impact:

N/A

Background and Discussion:

The differences between the original and amended proposal are:

1. The orientation of the solar panels.
2. The new alignment with cause the racking to be seven (7') off of the ground instead of ten (10') feet off of the ground.
3. 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.

4. The Vegetative Management Plan was also amended to reflect the new site plan.
5. The driveway was moved approximately forty feet (40') to the west, at the request of the neighbors, and the vegetative management plan was adjusted accordingly.

Petition information can be found here,

<https://www.kendallcountyil.gov/home/showpublisheddocument/32803/638950805269533712>.

Staff Recommendation:

Neutral

Attachments:

Proposed Ordinance

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

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 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
Debbie Gillette

Kendall County Board Chairman
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 CORNELIS ROAD, AS OCCUPIED AND MONUMENTED; THENCE SOUTHWESTERLY AND WESTERLY THE FOLLOWING FOUR COURSES ALONG THE CENTERLINE OF CORNELIS 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:

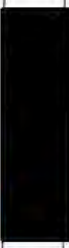
1. The site shall be developed substantially in accordance with the amended site plan, vegetative management plan, decommissioning plan, road access plan (yet to be submitted), and Agricultural Impact Mitigation Agreement. The Black Hills Spruce shall be planted in one (1) row and the Buttonbush shall 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**



THIS DRAWING IS THE PROPERTY OF ENTERPRISE ENERGY. IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF ENTERPRISE ENERGY, LLC.

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (KWDC)	5.824
AC SYSTEM SIZE (KWAC)	5.000
DC VOLTAGE (VDC)	1100
DC CURRENT (ADC)	5.29
DC POWER (KWDC)	5.78
DC EFFICIENCY (%)	20
ARRAY TILT	±7-32°
ARRAY ORIENTATION	172°
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q CELLS
MODEL NUMBER	QPEAK 6U6-N-0113-120P2
POWER (WDC-612)	580
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLIXTECH
MODEL NUMBER	SD-1500-250-250-800
MAX DC VOLTAGE (VDC)	1500
MAX AC VOLTAGE (VAC)	240 / 208
OUTPUT VOLTAGE (VAC)	208
MAX AC CURRENT (ADC)	1.062

ENGINEER'S STAMP:
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER, HAVE PREPARED THIS REPORT AND THE DRAWINGS HEREON UNDER THE CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.



Exhibit C, Page 2

NO.	INITIALS	REVISION / DATE	DATE
1	RC	REVISION CONNECTION APPLICATION	8/7/2024
2	RC	PLANTED SOAK	10/27/2024
3	RC	CLIP RACKS	12/22/2024
4	RC	JOISON RACKETS - 17'	7/8/2025
5	RC	PULLER WADERS W/ET. SCHEDULE SHIT	2/2/2025
6	RC	W/ETLAND LIGHTS & BULK WADERS	3/8/2025
7	RC	W/ETLAND LIGHTS & BULK WADERS	7/2/2025
8	RC	W/ETLAND LIGHTS & BULK WADERS	7/2/2025
9	RC	W/ETLAND LIGHTS & BULK WADERS	7/2/2025
10	RC	W/ETLAND LIGHTS & BULK WADERS	7/2/2025
11	RC	W/ETLAND LIGHTS & BULK WADERS	7/2/2025

PROJECT NAME:
ZEPPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
9316 CORNELIUS RD
YORKVILLE, IL 60550
41.692298° - 88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:
COMED

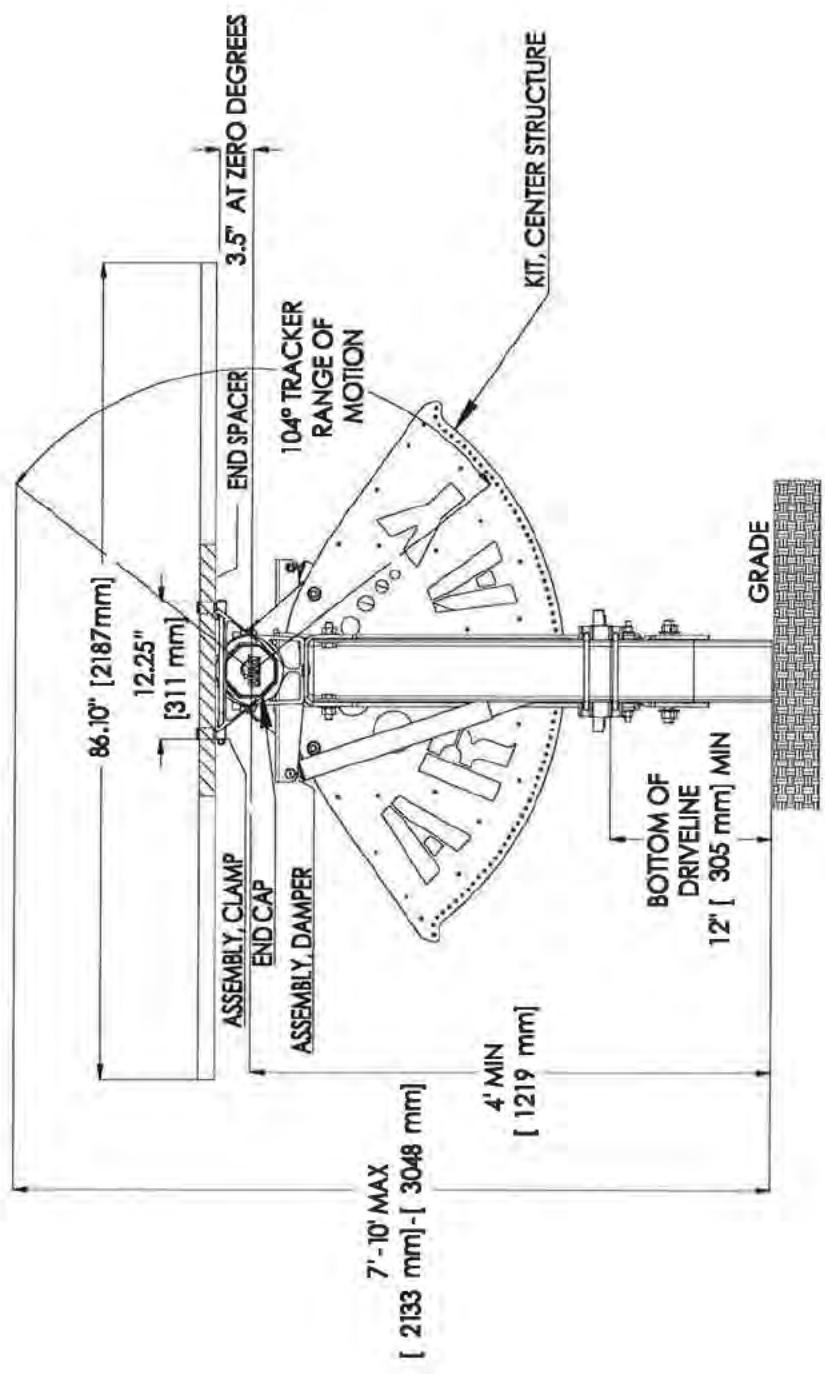
DRAWING TITLE:
FT ELEVATION PROFILE

SHEET:
A002
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





ENTERPRISE ENERGY



THIS DRAWING IS THE PROPERTY OF ENTERPRISE ENERGY. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF ENTERPRISE ENERGY IS PROHIBITED.

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (kWDC)	5.834
AC SYSTEM SIZE (kWAC)	5.000
DC/AC RATIO	1.167
CITY PV MODULES	8,888
ARRAY TYPE	1/2
ARRAY SIZE	17,372
ARRAY ASSEMBLY	132E
PV MODULE SPECIFICATIONS	
MANUFACTURER	QCELLS
MODEL NUMBER	QCELLS QP600-M18-ET15/70V2
POWER (WDC-STC)	336
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLLECTRA
MODEL NUMBER	SP-1000-250/250-1000
MAX OUTPUT POWER	250 / 250
MAX DC VOLTAGE (VDC)	1500
MAX AC VOLTAGE (VAC)	600
MAX AC CURRENT (A)	1,500

ENGINEER'S STAMP:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR CALCULATION 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	REVISION / ISSUE	DATE
0	INITIALS	
1	DC INTERCONNECTION APPLICATION	4/7/2024
2	PLANTED SOLAR	5/22/2024
3	CLIP PACKAGE	12/23/2024
4	DESIGN CHANGES - 1"	1/11/2025
5	DESIGN CHANGES - 1"	2/12/2025
6	DESIGN CHANGES - 1"	2/12/2025
7	DESIGN CHANGES - 1"	2/12/2025
8	DESIGN CHANGES - 1"	2/12/2025
9	DESIGN CHANGES - 1"	2/12/2025
10	DESIGN CHANGES - 1"	2/12/2025
11	DESIGN CHANGES - 1"	2/12/2025

PROJECT NAME:
ZEPFLAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
937 B CORNELIS RD
YORKVILLE, IL 60550
41.892288, -88.435083
KENDALL COUNTY, IL

EPC OPERATOR:
COMED

DRAWING TITLE:
TOPO CONTOURS 2' INTERVALS

SHEET: A006
SHEET SIZE: 22" x 34"





ENTERPRISE ENERGY

THE DRAWING IS THE PROPERTY OF ENTERPRISE ENERGY, LLC. IT MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF ENTERPRISE ENERGY, LLC.

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (KWDC)	5.84
AC SYSTEM SIZE (KWAC)	3.00
GRID	120V
GRID PHASE	1PH
GRID WIRETYPE	SI
GRID WIRE SIZE	SI
ARRAY AREA (SQ FT)	172
ARRAY TILT (DEG)	17.2
ARRAY AZIMUTH (DEG)	172
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q CELLS
MODEL NUMBER	Q.PEAK DUO M-5713.27P2
POWER (WDC-STD)	330
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLERA
MODEL NUMBER	SD 100 250750-100
MAX DC VOLTAGE (VDC)	1500
MAX AC VOLTAGE (VAC)	240 / 240
MAX AC CURRENT (A)	600
MAX AC POWER (KW)	1.44

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	REV	DESCRIPTION / ISSUE	DATE
0	SC	INTERCONNECTION APPLICATION	4/7/2024
1	SC	PLANTED SOLAR	10/26/2024
2	SC	CLP PACKAGE	10/26/2024
3	C	DESIGN CHANGES - FT	1/17/2025
4	C	SOLE SOURCE WEST SURRENDER SFP-7	2/17/2025
5	C	NATURAL MODIFICATION	2/17/2025
6	C	WETLAND DRAI & ROAD BOND	2/17/2025
7	C	WETLAND DRAINAGE	2/17/2025
8	SC	DESIGN ENHANCES - SA1	1/17/2025
9			
10			
11			

PROJECT NAME:
ZEPPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
9378 CORNELIS RD
YORKVILLE, IL 60560
41.6922981, -88.4350831
KENDALL COUNTY, IL

EPC OPERATOR:
COMED

DRAWING TITLE:
TOPO AND DRAINAGE PATTERNS

SHEET:
A007

SHEET SIZE:
22"x34"





THIS DRAWING IS THE COPYRIGHT PROPERTY OF ENTERPRISE ENERGY COMPANY. IT IS TO BE USED ONLY FOR THE PROJECT, LOCATION, AND DATE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ENTERPRISE ENERGY, LLC IS STRICTLY PROHIBITED.

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (KWDC)	3.624
AC SYSTEM SIZE (KWAC)	3.000
DC/AC RATIO	1.207
GRID PV MODULES	8,888
GRID PV INVERTERS	22
ARRAY MATERIAL	47.52'
PV MODULE SPECIFICATIONS	
MANUFACTURER	SOLIS
MODEL NUMBER	SD 1500 250W/210-800
POWER (WDC/STC)	250
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLIS
MODEL NUMBER	SD 1500 250W/210-800
MAX SYSTEM VOLTAGE (VDC)	1500
MAX AC OUTPUT POWER (KW)	3.000
MAX AC VOLTAGE (VAC)	240
MAX AC CURRENT (A)	12.500

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



NO.	REV.	REVISION / ISSUE	DATE
01	1	INITIAL CONNECTION APPLICATION	3/17/2024
01	2	PLANTED SOLAR	5/22/2024
01	3	CLIP PACKAGE	7/23/2024
01	4	3-1000 PHASES - FT	1/17/2025
01	5	ROLLS WOUND WEST, SOLENOIDS SP1	2/17/2025
01	6	NATURAL MODIFICATION	2/17/2025
01	7	NET AND UPON T & ROAD MOVIE	3/11/2025
01	8	ROW SPACING	1/27/2025
01	9	3-1000 PHASES - SA	7/24/2025

PROJECT NAME:
ZEPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
9318 CORNELIS RD
YORKVILLE, IL 60560
41.6922987, -88.4350833
KENDAL COUNTY, IL

EPC OPERATOR:
COMED

DRAWING TITLE:
DATASHEETS

SHEET:
E003

SHEET SIZE:
22" x 34"

Q.PEAK DUO XL-G11S SERIES

590-603Wp, 155Cells, 21.1% Maximum Module Efficiency

- Maximize energy yield up to 21%
- Low electricity generation costs
- A reliable investment
- Including 10yr performance
- Home for simple mounting systems
- Innovative all weather technology

ocells

SOLECTRIA XGI1500-250 SERIES TECHNICAL DATA

ocells

YASKAWA SOLAR

SOLECTRIA SOLAR

2029

Q.PEAK DUO XL-G11S SERIES

590-603Wp, 155Cells, 21.1% Maximum Module Efficiency

ocells

SOLECTRIA XGI1500-250 SERIES

PREMIUM 3-PHASE TRANSFORMERLESS UTILITY-SCALE INVERTERS

ocells

YASKAWA SOLAR

SOLECTRIA SOLAR

2029



ENTERPRISE ENERGY

THIS DRAWING IS THE PROPERTY OF ENTERPRISE ENERGY. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ENTERPRISE ENERGY.

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (MWDC)	3.524
AC SYSTEM SIZE (MWAC)	1.000
DC/AC RATIO	3.524
DC PV MODULES	1,838
ARRAY AREA (SQ. FT.)	47,527
ARRAY AZIMUTH (DEG.)	178
PV MODULE SPECIFICATIONS	300-15
MANUFACTURER	300-15
MODEL NUMBER	300-15
POWER (WDC-170)	300
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SELLECTRA
MODEL NUMBER	SEI 1500 300/250-602
VOLTS (UNIQ. / MAX)	336 / 330
OUTPUT VOLTAGE (VAC)	300
MAX. OUTPUT VOLTAGE (VAC)	300

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.



Exhibit C, Page 11

NO.	DATE	REVISION / ISSUE
1	4/7/2024	INITIAL DESIGN APPLICATION
2	5/27/2024	PLANNED SCALE
3	7/23/2024	CLIP PACKAGE
4	1/17/2025	DESIGN CHANGE - #1
5	3/2/2025	FIELD WORK BEST PRACTICES SHIP
6	7/17/2025	MATERIAL MODIFICATION
7	7/17/2025	ME-JAO UPDATES & ROAD WORK
8	7/17/2025	NOT SPACING
9	7/17/2025	DESIGN CHANGE - #2
10		
11		

PROJECT NAME:
ZEPPELAK CSG
USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
9319 CORNELIUS RD
YORKVILLE, IL 60560
41.692298° -88.435083°
KENDALL COUNTY, IL

EPC OPERATOR:
COMED

DRAWING TITLE:
GRINDING KFMR CALCS

SHEET:
E005
SHEET SIZE:
22"x34"

ZIGZAG TRANSFORMER GROUND REFERENCE CALCULATION	
GENERAL	Interconnection Voltage (KV, Phase Phase): 0.48 KV
	Inverter Quantity: 10
	Inverter Individual kVA: 100 kVA
	Total Plant MVA: 1.0 MVA
	Zbase = kV ² /MVA _{pv} = 0.2304 Ω
	Vbase (V, Phase-Meal): 277 V
	Ibase = Vbase / Zbase = 1202.8 Amps
REQUIREMENT #1 - GROUNDING XEMS ZERO SEQUENCE REACTANCE MUST BE 0.600U ± 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	10 pu >= V0 / Z0 (approximate) = 0.04 / 0.6
	10 = Ibase x 10 pu = 80.2 Amps
	In = 3 x 10 = 240.6 Amps
REQUIREMENT #4 - 5-SECOND FAULT CURRENT WITHSTAND RATING SHALL EXCEED MAXIMUM AVAILABLE SHORT-CIRCUIT CURRENT FOR BOLTED FAULTS	Z0.XTRM = SQRT(X0.DG ² + R0.DG ²) = 0.141698 Ω
	Iscg = Vbase / Z0.XTRM = 1955.8 Amps
	Safety Factor = 1.2855
	5Sec Fault Withstand Iscg w/ Safety Factor = 2514.2 Amps

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
 - Vrefo 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.

K.



**Vegetation Installation and
Management Plan for Zepelak CSG**

Prepared March 2025 by:



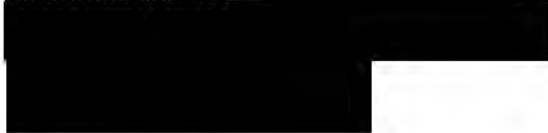
Contents

1.	Zepelak CSG Vegetation Management Plan (VMP) Overview.....	3
1.1.	Site Developer	3
1.2.	Project Location.....	3
1.3.	Vegetation Restoration Consultant	3
1.4.	Project Description	3
1.5.	VMP Use and Objectives.....	3
2.	Site Information	4
2.1.	Site Location.....	4
2.2.	Map of Array Layout.....	5
2.3.	Site Conditions	5
3.	Overview of Vegetation Establishment and Management	6
3.1.	Vegetative Goals	6
3.2.	Contribution of Native Habitat on Solar Sites	6
3.3.	Vegetation Installation Overview	7
3.4.	Vegetation Management Overview	7
4.	Vegetation Installation Procedures	8
4.1.	Site Inspections and Monitoring.....	8
4.2.	Site Preparation Herbicide Application.....	8
4.3.	Site Preparation Mowing.....	8
4.4.	Soil and Seedbed Preparation.....	8
4.5.	Seed and Seeding	8
4.6.	Tree and Shrub Installation.....	9
4.7.	Erosion control	9
5.	Vegetation Management Procedures	9
5.1.	Adaptive Management.....	9
5.2.	Complete Site Maintenance Mowing.....	9
5.3.	Integrated Vegetation Maintenance.....	9
5.4.	Dormant Mowing.....	10
6.	Vegetation Installation and Management Timeline	10
6.1.	Site Prep and Installation Phase.....	10
6.2.	Establishment Phase	11
6.3.	Maintenance Phase.....	11
7.	Monitoring	11
8.	Seed Mix.....	12
9.	Pollinator Scorecard	14
10.	Soils Maps	15

1. Zepelak CSG Vegetation Management Plan (VMP) Overview

1.1. Site Developer

Enterprise Energy



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 $\frac{3}{4}$ 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 preferable 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/ft ²						
Common Name	Scientific Name	Bloom Month	% of Mix by Weight	Lbs/Acre	Seeds per ft ²	% of Mix by Seeds/ft ²
Sideoats Grama	<i>Bouteloua curtipendula</i>		34.25%	4.28	9.43	12.58%
Prairie Brome	<i>Bromus kalmii</i>		0.80%	0.10	0.29	0.39%
Plains Oval Sedge	<i>Carex brevior</i>		2.80%	0.35	3.72	4.97%
Bicknell's Sedge	<i>Carex bicknellii</i>		0.96%	0.12	0.75	1.00%
Troublesome Sedge	<i>Carex molesta</i>		1.84%	0.23	2.11	2.82%
Brown Fox Sedge	<i>Carex vulpinoidea</i>		2.00%	0.25	9.18	12.24%
Silky Wild Rye	<i>Elymus villosus</i>		6.00%	0.75	1.52	2.02%
Little Bluestem	<i>Schizachyrium scoparium</i>		26.96%	3.37	18.57	24.75%
Prairie Dropseed	<i>Sporobolus heterolepis</i>		0.40%	0.05	0.29	0.39%
Graminoid Total			76.00%	9.50	48.87	61.16%
Common Yarrow	<i>Achillea millefolium</i>	Jun-Aug	0.44%	0.06	3.63	4.84%
Nodding Onion	<i>Allium cernuum</i>	Jul-Aug	0.24%	0.03	0.08	0.11%
Lead Plant	<i>Amorpha canescens</i>	Jun-Aug	1.33%	0.17	0.98	1.30%
Canada Anemone	<i>Anemone canadensis</i>	May-Jun	0.04%	0.01	0.02	0.02%
Wild Columbine	<i>Aquilegia canadensis</i>	Apr-Jun	0.04%	0.01	0.07	0.10%
Common Milkweed	<i>Asclepias syriaca</i>	Jun-Aug	0.34%	0.04	0.06	0.08%
Butterfly Milkweed	<i>Asclepias tuberosa</i>	Jun-Aug	0.32%	0.04	0.06	0.08%
Canada Milkvetch	<i>Astragalus canadensis</i>	Jun-Aug	1.08%	0.14	0.84	1.13%
Partridge Pea	<i>Chamaecrista fasciculata</i>	Jul-Sep	3.11%	0.39	0.39	0.51%
White Prairie Clover	<i>Dalea candida</i>	Jun-Sep	4.08%	0.51	3.56	4.74%
Purple Prairie Clover	<i>Dalea purpurea</i>	Jul-Sep	6.02%	0.75	4.98	6.63%
Cream Gentian	<i>Gentiana flavida</i>	Aug-Sep	0.04%	0.01	0.27	0.36%
Prairie Blazing Star	<i>Liatris pycnostachya</i>	Jul-Sep	0.24%	0.03	0.12	0.16%
Virginia Mountain Mint	<i>Pycnanthemum virginianum</i>	Jun-Sep	0.09%	0.01	0.95	1.26%
Prairie Wild Rose	<i>Rosa arkansana</i>	Jun-Aug	0.29%	0.04	0.03	0.04%
Black-eyed Susan	<i>Rudbeckia hirta</i>	Jun-Oct	1.92%	0.24	8.13	10.83%
Gray Goldenrod	<i>Solidago nemoralis</i>	Aug-Oct	0.04%	0.01	0.57	0.76%
Ohio Goldenrod	<i>Solidago ohioensis</i>	Aug-Sep	0.04%	0.01	0.21	0.28%
Calico Aster	<i>Symphotrichum lateriflorum</i>	Aug-Oct	0.04%	0.01	0.48	0.64%
Sky Blue Aster	<i>Symphotrichum oolentangiense</i>	Aug-Oct	0.16%	0.02	0.57	0.76%
Ohio Spiderwort	<i>Tradescantia ohioensis</i>	May-Jul	0.24%	0.03	0.09	0.12%
Hoary Vervain	<i>Verbena stricta</i>	Jun-Sep	1.44%	0.18	1.85	2.46%
Golden Alexanders	<i>Zizia aurea</i>	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

		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	<i>Festuca trachyphylla</i>	25.00%	31.25	401.75	28.23%
Chewings Fescue	<i>Festuca rubra commutata</i>	25.00%	31.25	321.40	22.58%
Creeping Red Fescue	<i>Festuca rubra</i>	25.00%	31.25	321.40	22.58%
Sheeps Fescue	<i>Festuca ovina</i>	25.00%	31.25	378.80	26.61%
Mix Total		100.00%	125.00	1423.35	100.00%

		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	<i>Carex comosa</i>		3.57%	0.25	2.75	1.64%
Fringed Sedge	<i>Carex crinita</i>		5.71%	0.40	3.38	2.01%
Pointed-broom Sedge	<i>Carex scoparia</i>		2.86%	0.20	6.17	3.68%
Common Fox Sedge	<i>Carex stipata</i>		2.86%	0.20	2.50	1.49%
Brown Fox Sedge	<i>Carex vulpinoidea</i>		2.86%	0.20	7.35	4.38%
Canada Wild Rye	<i>Elymus canadensis</i>		11.86%	0.83	1.59	0.95%
Virginia Wild Rye	<i>Elymus virginicus</i>		17.86%	1.25	1.93	1.15%
Fowl Manna Grass	<i>Glyceria striata</i>		0.29%	0.02	1.18	0.70%
Dudley's Rush	<i>Juncus dudleyi</i>		0.29%	0.02	23.51	14.01%
Fowl Bluegrass	<i>Poa palustris</i>		11.14%	0.78	37.25	22.20%
Little Bluestem	<i>Schizachyrium scoparium</i>		17.14%	1.20	6.61	3.94%
Graminoid Total			76.43%	5.35	94.20	56.16%
Canada Anemone	<i>Anemone canadensis</i>	May-Jun	1.29%	0.09	0.27	0.16%
Canada Milkvetch	<i>Astragalus canadensis</i>	Jun-Aug	2.65%	0.19	1.16	0.69%
Nodding Bur Marigold	<i>Bidens cernua</i>	Jun-Sep	0.65%	0.05	0.35	0.21%
Southern Blue Flag Iris	<i>Iris virginica shrevei</i>	May-Jul	1.29%	0.09	0.03	0.02%
Great Blue Lobelia	<i>Lobelia siphilitica</i>	Jul-Oct	1.03%	0.07	13.28	7.91%
Monkey Flower	<i>Mimulus ringens</i>	Jun-Sep	0.52%	0.04	30.54	18.20%
Virginia Mountain Mint	<i>Pycnanthemum virginianum</i>	Jun-Sep	1.29%	0.09	7.30	4.35%
Black-eyed Susan	<i>Rudbeckia hirta</i>	Jun-Oct	3.55%	0.25	8.40	5.01%
Calico Aster	<i>Symphotrichum lateriflorum</i>	Aug-Oct	0.77%	0.05	4.98	2.97%
Ohio Spiderwort	<i>Tradescantia ohiensis</i>	May-Jul	3.23%	0.23	0.66	0.40%
Blue Vervain	<i>Verbena hastata</i>	Jul-Sep	2.14%	0.15	5.12	3.05%
Golden Alexanders	<i>Zizia aurea</i>	Apr-Jun	5.16%	0.38	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

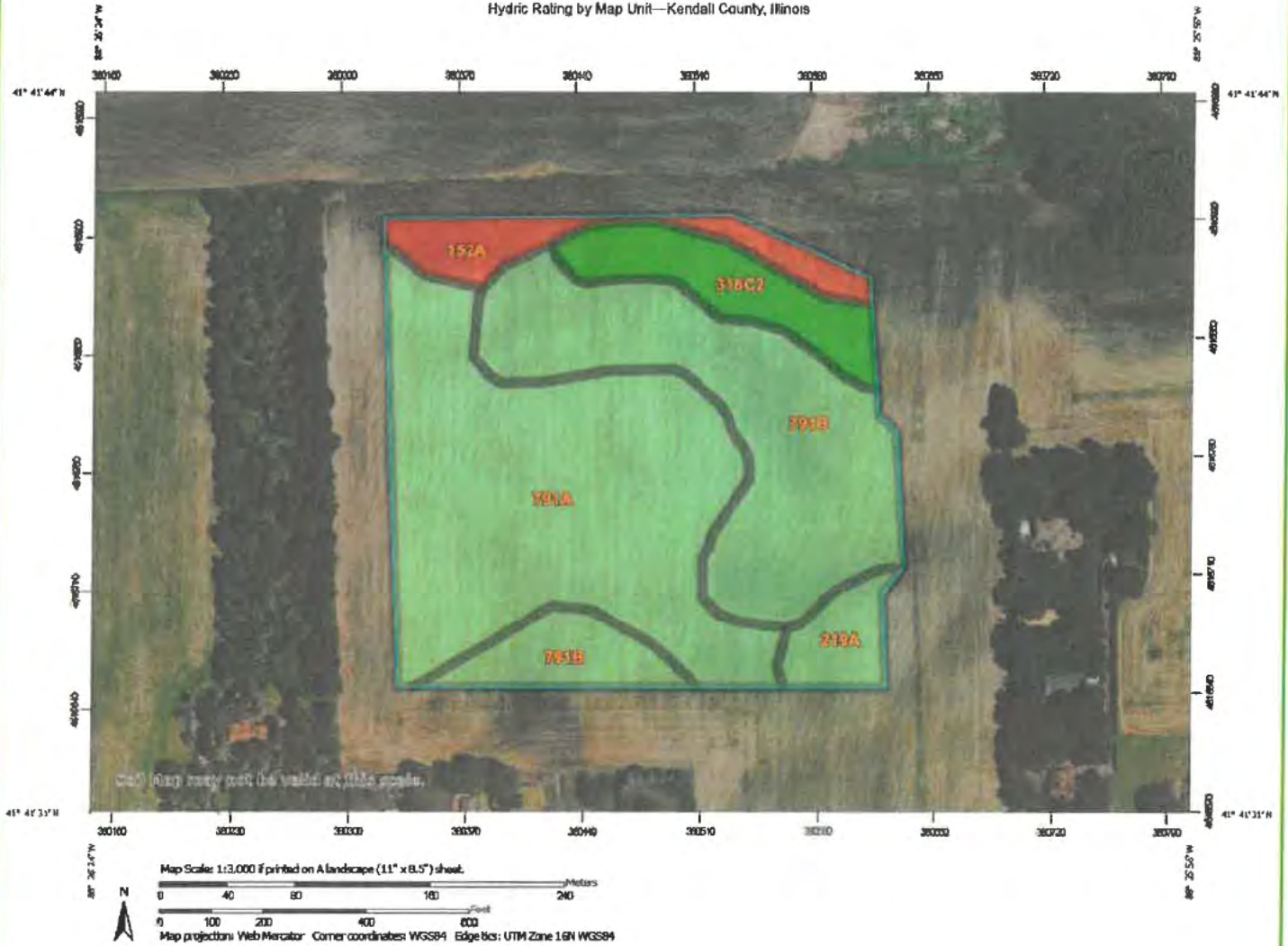
Owner: Zepelak CSG 1
 Vegetation Consultant: Natural Resource Services, Inc
 Project Location: Yorkville, Illinois
 Project Size: 20.1 acres
 Final Seeding Date: May 2026

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 (925 ILCS 58)". 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

10. Soils Maps

Hydric Rating by Map Unit—Kendall County, Illinois



 **Natural Resources Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

3/3/2025
Page 1 of 5

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%
218A	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	8.0	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%

E.

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.



USA Energy Independence 1 LLC Decommissioning Plan

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.



USA Energy Independence 1 LLC Decommissioning Plan

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



USA Energy Independence 1 LLC Decommissioning Plan

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.



USA Energy Independence 1 LLC Decommissioning Plan

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.



USA Energy Independence 1 LLC Decommissioning Plan

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



USA Energy Independence 1 LLC Decommissioning Plan

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

	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Line Item Price</i>
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.

USA Energy Independence 1 LLC Decommissioning Plan

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's 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



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.



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(l) 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


Attest:


By: 
Highway Commissioner

By: 
Township Clerk

USA Energy Independence 1, LLC

Attest:

By: 
Evan Carlson
Title: Manager

By: 
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
 2802 DEAN PARKWAY, EXECUTIVE, STE 100
 WILMINGTON, NC 28416
 910-470-7182
 WWW.ENTERPRISEENERGY.COM

THIS DRAWING IS THE PROPERTY OF ENTERPRISE ENERGY, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF ENTERPRISE ENERGY, LLC IS PROHIBITED.

PV SYSTEM OVERVIEW	
DC SYSTEM SIZE (KWDC)	3.824
AC SYSTEM SIZE (KWAC)	2.000
DC VOLTAGE (VDC)	480
AC VOLTAGE (VAC)	240
TYPE OF PV MODULES	360W
TYPE OF INVERTERS	50
ARRAY TILT	17.5°
ARRAY SPACING	37'
PV MODULE SPECIFICATIONS	
MANUFACTURER	Q CELLS
MODEL NUMBER	Q-CELLS Q-CELLS Q-CELLS
POWER (WDC-PTC)	360
MAX SYSTEM VOLTAGE (VDC)	1500
PV INVERTER SPECIFICATIONS	
MANUFACTURER	SOLETRIX
MODEL NUMBER	SD-1500-250/250-400
MAX AC VOLTAGE / VAC	240 / 240
MAX AC CURRENT (A)	600
MAX INPUT VOLTAGE (VDC)	1500
MAX INPUT VOLTAGE (VDC)	1500

ENGINEER'S STAMP:
 I HEREBY CERTIFY THAT THE PLAN, SPECIFICATIONS 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.	REVISION / DATE
1	DC SYSTEM APPLICATION 4/17/2024
2	AC SYSTEM APPLICATION 10/27/2024
3	DESIGN CHANGES - FT 12/21/2024
4	DESIGN CHANGES - FT 1/18/2025
5	POLES MOVED WEST SIDE/WEST SHEET 2/3/2025
6	VEGETATION MODIFICATION 2/3/2025
7	WETLAND UPGRADE & SOIL WASH 2/18/2025
8	DESIGN CHANGES - SA 2/18/2025
9	DESIGN CHANGES - SA 2/18/2025
10	

PROJECT NAME:
 ZEPELAK CSG
 USA ENERGY INDEPENDENCE 1, LLC

LOCATION:
 9318 CORNELLS RD
 YORKVILLE, IL 60550
 41°52'29.6" N -88°43'50.8" W
 KENDALL COUNTY, IL

EPC OPERATOR:
 COMED

DRAWING TITLE:
 SITE PLAN

SHEET:
 AC01

SHEET SIZE:
 22" x 34"

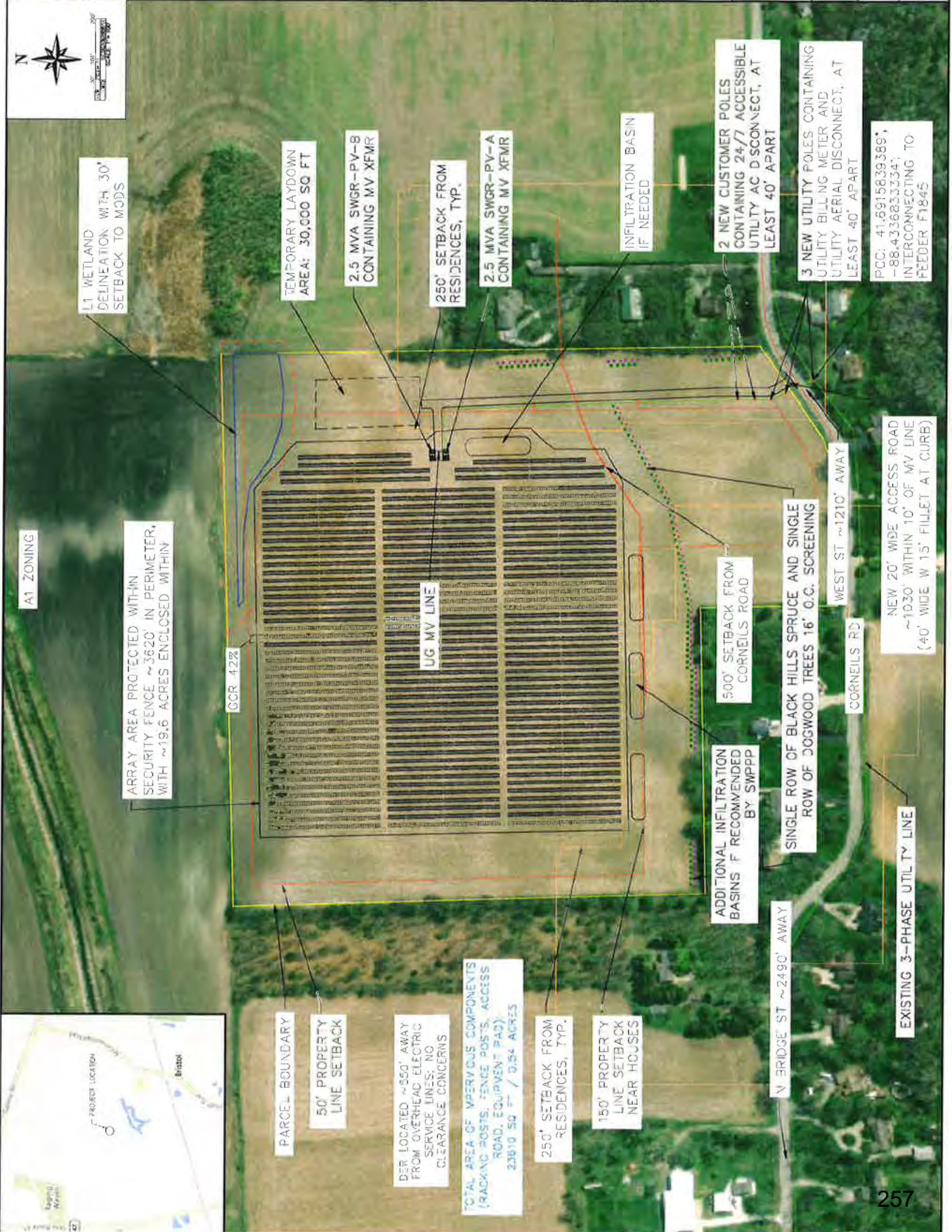


EXHIBIT B – NOTICE OF VIOLATION

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: _____

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 <u>must</u> 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. Permittee <u>must</u> 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 COMMISSIONER.
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	Final Construction Approval
_____	_____
Township Road District Signature	Township Road District Signature
_____	_____
Print Name	Print Name
_____	_____
Date	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

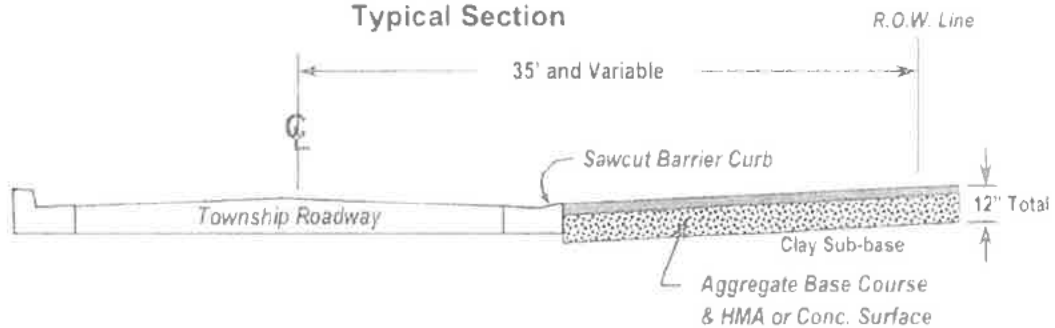
Scott Cryder
Highway Commissioner, Seward
14719 O'Brien Road
Minooka, IL 60447

815-475-4613 (Office)
sewardtwp@gmail.com

Access Specifications and Inspection Requirements

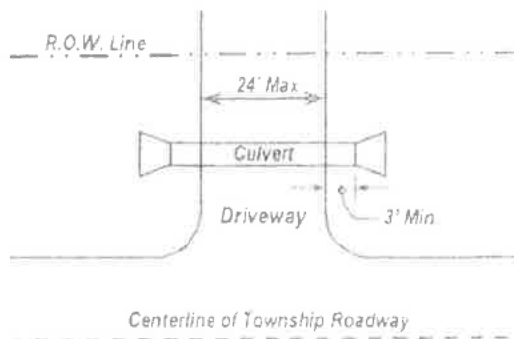
- For new homes, submit Application to Township Highway Commissioner prior to receiving building permit
- If access is approved, install construction entrance first, using 3" aggregate prior to start of any excavation
- Pipe Culverts (if required) Township will determine size, type, etc
 - 1 Corrugated 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

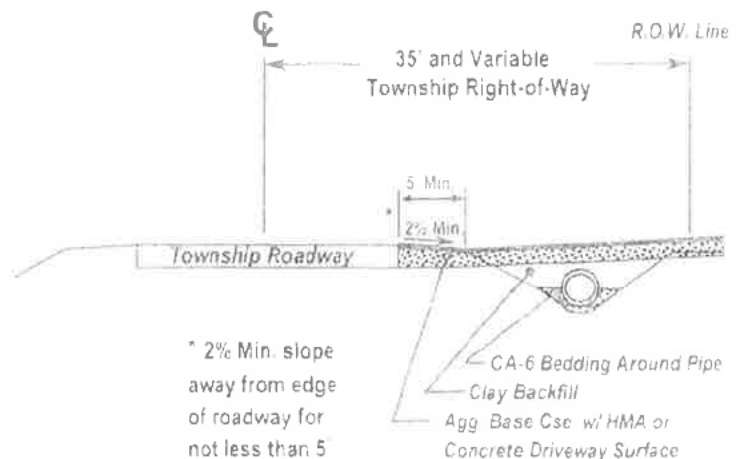


EXHIBIT G – ROAD DEDICATION MAP

F.

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
 between
USA Energy Independence 1, 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 1, 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: 41.6913834300, -88.4736229384], 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.

Standard Solar AIMA V.8.19.19

Standard Solar Agricultural Impact Mitigation Agreement

- 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.

Standard Solar Agricultural Impact Mitigation 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 (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.

Standard Solar Agricultural Impact Mitigation Agreement

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.

Standard Solar Agricultural Impact Mitigation Agreement

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.

Standard Solar Agricultural Impact Mitigation Agreement

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.

Standard Solar Agricultural Impact Mitigation Agreement

- 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.

Standard Solar Agricultural Impact Mitigation Agreement

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.

Standard Solar Agricultural Impact Mitigation Agreement

- 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.

Standard Solar Agricultural Impact Mitigation Agreement

- 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);

Standard Solar Agricultural Impact Mitigation Agreement

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.

Standard Solar Agricultural Impact Mitigation Agreement

- 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 1, 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**



By: Jerry Costello II, Director 4



By Clay Nordsiek, Deputy General Counsel

USA Energy Independence 1, LLC



By Daniel J. Gorman



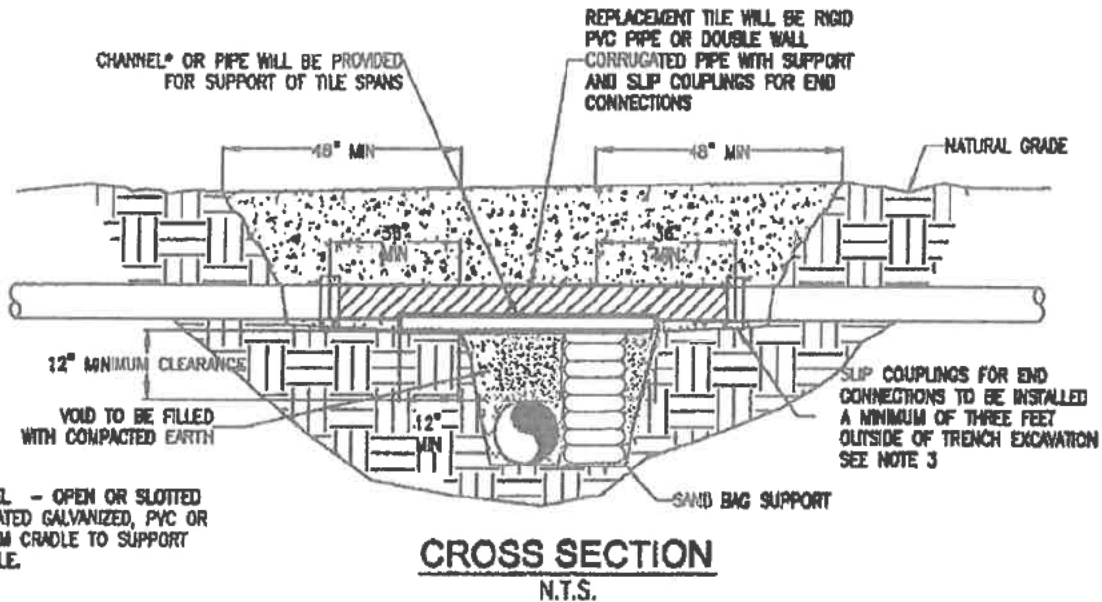
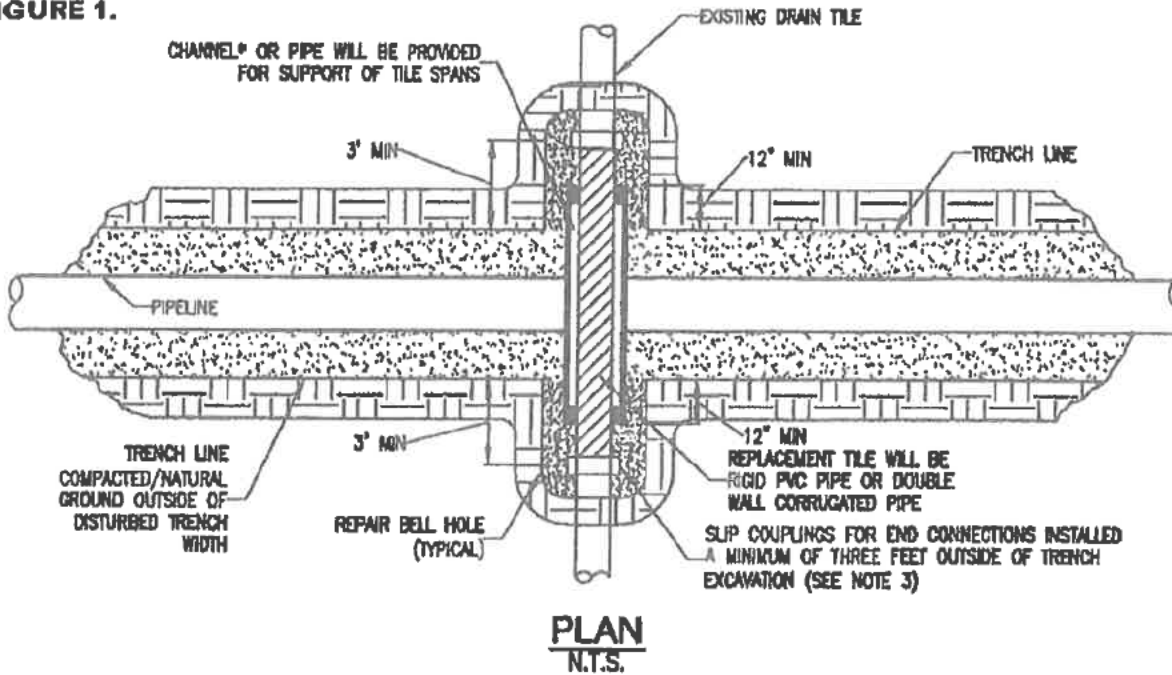
Address

801 E. Sangamon Avenue,
State Fairgrounds, POB 19281
Springfield, IL 62794-9281

January 10th, 2025

2/7, 2025

FIGURE 1.



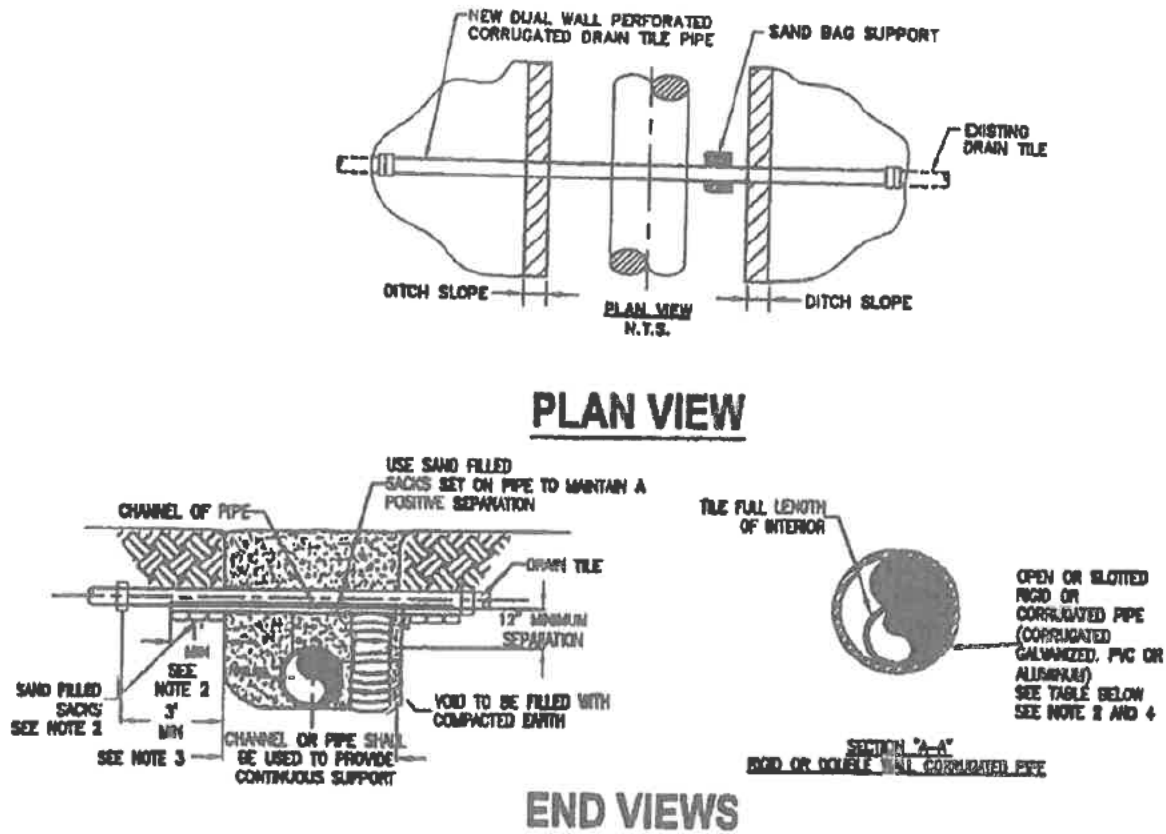
*CHANNEL - OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE TO SUPPORT DRAIN TILE.

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

FIGURE 2.



MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 6.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-8"	7" @ 8.6 #/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