Kendall County Board Agenda
Adjourned September Meeting

Kendall County Office Building, Room 201
504 South Main Street, Yorkville, IL 60560
Tuesday, February 17th, 2026, at 9:00 A.M.

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
    A. Made in Kendall
8. Public Comment
9. Consent Agenda
    A. Claims in the amount $1,261,378.99 from February 15, 2026
    B. County Board minutes from January 20, 2026 (p.4)
    C. Standing Committee Minutes (p.8)
    D. Phase II Project Contingency Reduction #7: Total of $26,556 with revised contract amounts as follows: Lite Construction $2,730,542 ($12,131 increase), CMM Group $835,439 ($7,636 increase), TSI Commercial Flooring $609,245 ($4,939 increase), Artlip & Sons $880,040 ($1,850 increase) (p.60)
    E. Main Street Campus Project Contingency Reduction #1: Total credit of $43,833 with revised contract amounts as follows: Lite Construction $393,587 ($50,413 credit), Abbey Construction $364,380 ($6,580 increase) (p.64)
    F. UPS Replacement Project Contingency Reduction #1: Total of $4,400 with revised contract amounts as follows: Morse Electric, Inc. $457,475 ($4,400 increase) (p.68)
    G. Petition 25-15, a Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Code Pertaining to Short-Term Rental Regulations (Zoning Code and License, Permits and Miscellaneous Regulations) (p.71)
    H. A Community Benefit Agreement Between East Schoolhouse Road Community Energy Initiative LLC and the County of Kendall, Illinois Pertaining to the Solar Project on Property East of 3485 Route 126 (p.77)
    I. Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed $125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090 (p.84)
    J. An Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois (p.86)
    K. A Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2025 NPDES – MS 4 Requirements in an Amount Not to Exceed $3,000 Plus Reimbursable Costs (Costs + 10%); Related Invoice(s) to Be Paid from PBZ Consultants Line Item 11001902-63630 (p.99)
    L. A Proposal from WBK Engineering for Work Related to Updating the Kendall County Stormwater Management Plan in an Amount Not to Exceed $20,900; Related Invoice(s) to Be Paid from PBZ Stormwater Management Plan Line Item 131605-66500 (p.105)

M. Approve the use of Jones Elementary School located at 800 Barberry Way, Joliet IL 60431 as a Polling Place for the March 17, 2026, General Primary Election in accordance with 10 ILCS 5/11-4.1
N. Approve the use of Sable Ridge Clubhouse located at 1115 Sable Ridge Dr, Joliet IL 60431 as a Polling Place for the March 17, 2026, General Primary Election in accordance with 10 ILCS 5/11-4.1
O. A Resolution for Maintenance Under the Illinois Highway Code appropriating $3,850,000 from the Motor Fuel Tax Fund of Kendall County (p.113)
P. Construction Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of $59,745 for construction management of the Gates Creek drainage improvement (p.114)
Q. Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of $491,624.17 for Phase I Engineering at Plainfield Road intersections (p.129)
R. Preliminary Engineering Services Agreement between Kendall County and HR Green, Inc. in the amount of $497,045.13 for Phase 1 / Phase 2 Engineering at Grove Road & Caton Farm Road intersection (p.157)
S. An ordinance for the establishment of altered speed zones on various county highways (p.200)

10. New Business
11. Elected Officials and Department Reports
    A. Sheriff (p.201)
    B. County Clerk and Recorder (p.207)
    C. Treasurer (p.209)
    D. Clerk of the Court (p.210)
    E. State's Attorney
    F. Coroner (p.233)
    G. Health Department
    H. Supervisor of Assessments
    I. Regional Office of Education
    J. EMA
    K. Public Defender (p.237)
    L. VAC
12. Standing Committee Reports
    A. Planning Building & Zoning
        i. Approval of Petition 25-22, a Request from Todd E. Fryatt on Behalf of East Schoolhouse Road Community Energy Initiative, LLC (Tenant) and John H. Smits on Behalf of the Jerrald J. Smits ET AL Trust (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 Allowing a Commercial Solar Energy Facility on Property Within 1.5 Miles of Municipality Without an Annexation Agreement at the Property East of 3485 Route 126, Oswego (PIN: 06-09-400-004) in Na-Au-Say Township; Property is Zoned A-1 (p.239)
13. Special Committee Reports
14. Liaison Reports
15. Other Business
16. Chairman's Report

Appointments

Dan Roberts – Minooka Fire District – 3 Year Term – Expires February 2029

David Thompson – Newark Fire District – 3 Year Term – Expires February 2029
Bob Stewart – Regional Planning Commission – 3 Year Term – Expires February 2029

17. Public Comment
18. Questions from the press
19. Executive Session
20. 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
ADJOURNED SEPTEMBER MEETING
January 20, 2026

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, January 20, 2026, at 9:00 a.m. The Clerk called the roll. Members present: Matt Kellogg, Zach Bachmann, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Dan Koukol, Ruben Rodriguez and Seth Wormley. Member(s) absent: Jason Peterson and Brooke Shanley.

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

Vern Fatima from the Chaplin program gave the invocation.

THE AGENDA

Member Flowers moved to approve the agenda. Member Gengler seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Employee of the Year – Brenda Karales

Member Flowers moved to approve the Resolution Honoring Kendall County's 2025 Employee of the Year: Brenda Karales. Member Bachmann seconded the motion. Chairman Kellogg asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 26-01 is available in the Office of the County Clerk.

CONSENT AGENDA

Member DeBolt moved to approve the consent agenda removing item X.

A. County Board minutes from November 4, 2025 & December 16, 2025, County Board Meetings
B. Committee Minutes
C. Executive Session Minutes for November 13, 2025, Committee of the Whole meeting
D. Executive Session Minutes for November 19, 2025, Economic Development & Administration meeting
E. Claims in the amount of $2,418,709.19 from December 31, 2025, and $2,231,171.28 from January 15, 2026
F. Food service contract for Kendall County Jail award to Aramark Food Service from December 1, 2025, to November 20, 2026, with automatic renewal for 5 one-year terms
G. Chicago HIDTA Crime Gun Intelligence Center (ISC) Analyst service contract with Kendall County as the Fiduciary Agent effective February 2, 2026, through February 1, 2027, with annual compensation of $86,700.00
H. Chicago HIDTA Resource/Deconfliction Analyst service contract with Kendall County as the Fiduciary Agent effective March 3, 2026, through March 2, 2027, with annual compensation of $83,306.00
I. Chicago HIDTA Deconfliction Analyst serviced contract with Kendall County as the Fiduciary Agent effective March 3, 2026, through March 3, 2027, with annual compensation of $83,306.00
J. Petition 25-18, a Request from Ansar Gafur on Behalf of JAS Powered by Greenvolt, LLC (Tenant) and Thomas F. Richards, Junior (Owner) for a Special Use Permit for a Commercial Solar Energy Facility, 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, and Revocation of Special Use Permits Previously Granted at the Property Between 17448 and 17676 Route 71, Newark (PINs: 07-07-100-005 and 07-07-100-022) in Big Grove Township; Properties are Zoned A-1 and A-1 SU
K. Community Benefit Agreement Between JAS Power, LLC and the County of Kendall, Illinois Pertaining to the Solar Project on Property Between 17448 and 17676 Route 71, Newark

L. Petition 25-23, a Request from Robert Velazquez on Behalf of Always Faithful Properties, LLC for a Map Amendment Rezoning 9475 Caton Farm Road, Yorkville (PIN: 05-28-400-007) in Kendall Township from A-1 Agricultural District with a Special Use Permit to B-3 Highway Business District
M. Petition 25-25, a Request from Brian Kubinski and Sherry Ailsworth for a Special Use Permit for a Kennel and a Variance to Section 36-282 (31) of the Kendall County Code by Allowing a Kennel Up To 100 Feet from Property Planned to Residential on the County's Future Land Use Map at 12076 Ashley Road, Newark (PIN: 08-02-100-003), in Lisbon Township; Property is Zoned A-1
N. A Resolution Providing for Spring Road Posting of Certain County Highways
O. Local Public Agency Engineering Services Agreement between Kendall County and Willett, Hofmann & Associates, Inc. to perform routine bridge inspections for the period 2026 & 2027 in the amount of $56,775
P. Plat of Dedication for Public Right-of-Way Along the East Side of Ridge Road in Minooka, Illinois
Q. A Petition from Oswego Road District for County aid to build or repair bridge, culvert or drainage structure
R. Kendall Area Transit IL Downstate Operating Assistance (DOAP) Grant Financial Report June 30, 2025
S. Kendall Area Transit Section 5311 Grant Financial Report June 30, 2025
T. Kendall Area Transit Coronavirus Aid, Relief, and Economic Security Act (CARES) Grant Financial Report June 30, 2025
U. On-site Mental Health Practitioner for Public Safety Personnel and Internal Program Development, with an annual salary of $90,000 plus benefits.
V. Kendall County Social Media Policy
W. Agreement Between Kendall County and the Oswegoland Heritage Association on Display of Historic Artifacts in County Office Building Display Cases including an annual contribution to the Oswegoland Heritage Association in the amount of $3,000
X.
Y. Finance Director Job Description
Z. Revised Animal Control Office Assistant Job Description
AA. Revised Kendall County Organizational Chart and Headcount
BB. Amendment to the Kendall County Code adding Section 6-2 and Section 6-3 (Rabies Inoculation and Registration)
CC. Purchase of Nutanix cluster and licensing through a public purchasing agreement between Presidio and the Illinois Department of Innovation and Technology for the amount of $137,347.42.
DD. A Severance Agreement and Waiver and Release of Claims between Kendall County and Latreese Caldwell in an Amount Not-to-Exceed $49,610.83, Less Applicable Payroll Withholdings
EE. An Intergovernmental Agreement for Administrative and Treasury Services between Kendall County, Kendall County Treasurer and Veterans Assistance Commission of Kendall County

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

E) COMBINED CLAIMS: ANIMAL $3,603.99; ASSESSOR $1,575.00; CIR CLK $32,996.32; CIR JDG $4,404.93; CRT SRV $108.84; CRNER $1,914.00; CORR $1,824.19; CNTY ADMIN $325.00; CNTY BRD $1,262,013.06; CNTY CLK $87.93; HIGHWY $706,960.71; ELECT $1,194.24; EMA $29.01; FCLT MGMT $18,043.49; GIS $2,126.16; HHS $50,001.70; JURY $439.21; PBZ PLNR $10,500.00; PBZ $27.00; POST $2,962.29; PRES JDG $7,974.62; PROB SPVSR $2,984.23; PUB DEF $3,676.50; ROE $536.20; SHRF $90,111.36; ST ATTNY $48,148.24; TECH $12,278.16; TREAS $4.05; UTIL $4,010.44; VET $81,971.82; FORST $175,337.20; SHRF $39,532.26; SHRF $26,344.24.

COMBINED CLAIMS: ANIMAL $4,879.29; ANIMAL CTRL $7,825.09; ASSESSOR $74.63; CIR CLK $10,143.11; CIR JDG $25,331.04; CRT SRV $19,618.38; AUDIT/PROP TAX $39,470.36; CRNER $4,709.68; CORR $60,251.31; CNTY ADMIN $11,687.75; CNTY BRD $809,503.36; CNTY CLK $7,758.23; HIGHWY $202,037.78; ELECT $3,607.66; EMA DIR $4,360.83; EMA $1,828.98; FCLT MGMT $45,929.49; GIS $2,772.48; HHS $191,942.93; HR $39.36; JURY $49.96; MERIT $9,195.04; PBZ $2,783.88; POST $2,962.29; PRES JDG $15,231.35; PROB SPVSR $4,169.63; PUB DEF $1,163.32; ROE $8,058.25; SHRF $88,193.34; SOIL/WATER $60,000.00; ST ATTNY $10,895.52; TECH $53,423.68; TREAS $416.67; UTIL $58,597.68; VET $6,041.14; FORST $27,066.61; SHRF $3,666.83; SHRF $65,454.31; SHRF $387,096.65.

F) A complete copy of IGAM 26-01 is available in the Office of the County Clerk.
J) A complete copy of Ordinance 26-01 is available in the Office of the County Clerk.
K) A complete copy of IGAM 26-02 is available in the Office of the County Clerk.
L) A complete copy of Ordinance 26-02 is available in the Office of the County Clerk.
M) A complete copy of Ordinance 26-03 is available in the Office of the County Clerk.
N) A complete copy of Resolution 26-02 is available in the Office of the County Clerk.
O) A complete copy of Resolution 26-03 is available in the Office of the County Clerk.
Q) A complete copy of IGAM 26-04 is available in the Office of the County Clerk.
W) A complete copy of IGAM 26-05 is available in the Office of the County Clerk.
EE) A complete copy of IGAM 26-06 is available in the Office of the County Clerk.

NEW BUSINESS

Agreement Union 330

Member Rodriguez moved to approve the Agreement Between General Chauffeurs, Salesdrivers, and Helpers Local Union No. 330 and Kendall County, Illinois (Facilities Management Department) effective December 1, 2025, through November 30, 2029. Member Flowers seconded the motion. Chairman Kellogg asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ELECTED OFFICIAL & OTHER DEPARTMENT REPORTS

Sheriff

Undersheriff Richardson gave highlights of the monthly report in the packet.

County Clerk & Recorder

Revenue Report		**12/1/25-12/31/25**	**12/1/24-12/31/24**	**12/1/23-12/31/23**
Line Item	**Fund**		**Revenue**	**Revenue**
CLKFEE	County Clerk Fees	$741.50	$638.50	$473.00
MARFEE	County Clerk Fees - Marriage License	$690.00	$690.00	$780.00
CIVFEE	County Clerk Fees - Civil Union	$0.00	$30.00	$0.00
ASSUME	County Clerk Fees - Assumed Name	$25.00	$25.00	$45.00
CRTCOP	County Clerk Fees - Certified Copy	$1,918.00	$1,612.00	$1,288.00
MISINC	County Clerk Fees - Misc	$7.00	$28.00	$7.00
	County Clerk Fees - Misc Total	$3,381.50	$3,023.50	$2,593.00
RECFEE	County Clerk Fees - Recording	$25,944.00	$22,893.00	$17,274.00
	Total County Clerk Fees	$29,325.50	$25,916.50	$19,867.00
CTYREV	County Revenue	$71,197.25	$53,185.50	$35,219.25
DCSTOR	Doc Storage	$26,669.19	$20,266.89	$10,080.00
GISMAP	GIS Mapping	$47,010.00	$41,940.00	$32,012.00
GISRCD	GIS Recording	$6,971.00	$5,946.75	$2,134.00
INTRST	Interest	$178.01	$173.14	$118.66
RECMIS	Recorder's Misc	$338.50	$7,074.00	$251.50
RHSP	RHSP/Housing Surcharge	$26,694.00	$22,986.00	$17,028.00
TAXCRT	Tax Certificate Fee	$2,440.00	$2,560.00	$2,000.00
TAXFEE	Tax Sale Fees	$400.00	$0.00	$5.00
PSTFEE	Postage Fees	$512.80	$31.35	$28.95
CK # 20097	To KC Treasurer	$211,736.25	$180,080.13	$118,744.36

County Clerk Debbie Gillette spoke about the Election Judge training with the State Board of Elections.

Treasurer

Treasurer Jill Ferko stated that they are working on accruals and with the auditors for the upcoming fiscal year audit.

State's Attorney

State's Attorney Eric Weis presented the annual report.

Health Department

Executive Director RaeAnn Van Gundy spoke about the self-evaluation and provided sickness reminders for good health practices.

Regional Office of Education

Meghan Martin informed the board that their audit has been wrapped up and has received information on the new Illinois State report card.

EMA

EMA Director Roger Bonuchi spoke about the volunteers and new classes beginning soon.

VAC

Superintendent Tim Stubinger provided the number of interactions that occurred, new programs beginning soon and the new van is now on the road.

CHAIRMAN'S REPORT

Chairman Kellogg reminded the board of the state of the county meeting on February 10, 2026 at 10:00am.

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

Appointments
Jennifer Kurka - Board of Health - Remainder of Term - Expires June 2026
Antoinette White – Resource Conservation – Remainder of Term – Expires November 2026
Justine Brummel – Drainage District (Raymond) – Remainder of Term – Expires September 2026
Terri Thompson – Drainage District (Rob Roy) – Remainder of Term – Expires September 2028
Scott Cryder – Lisbon-Seward Fire District – 3 Year Term – Expires January 2029
Christina Burns (Primary) - Upper Illinois River Valley Development Authority – 3 Year Term – Expires January 2029
Todd Volker (Alternate) - Upper Illinois River Valley Development Authority – 3 Year Term – Expires January 2029

ADJOURNMENT

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

Approved and submitted this 22nd day of January 2026.
Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

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 January 12, 2026

CALL TO ORDER
The meeting was called to order by Chairman Wormley at 6:30 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 Kramer, and Matt Clementi

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

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

PUBLIC COMMENT
None

Expenditure Report
Review of Expenditures from December 2025
The Committee reviewed the Expenditure Report.

PETITIONS
Petition 25-18 Ansar Gafur on Behalf of JAS Powered by Greenvolt, LLC (Tenant) and Thomas F. Richards, Junior (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 southern portion of subject property also has a special use

permit from 1974, probably for gravel mining. The Petitioner is voluntarily requesting the revocation of this special use permit.

JAS Powered by Greenvolt, LLC would lease the property from Thomas F. Richards, Junior.

The application materials, NRI Report, stormwater permit application, wetland delineation report, original site plan, including the landscaping plan, original decommissioning plan, Agricultural Impact Mitigation Agreement and a picture of the property were provided.

On November 25, 2025, the Petitioner's representatives submitted a revised site plan. The solar panels were shifted further south. Noise information was added to the site plan. The site plan identifies approximately forty-eight (48) acres planted in a native grass mix and approximately two point five (2.5) acres planted in a swale seed mix. The number of plantings was also updated.

Also in November 2025, the Petitioner's representative submitted a cover email stating they did not want to move the site further south because of concerns related to the existing riverine area. They also reduced the number of poles from eight (8) to six (6) and moved the poles the poles twenty feet (20') closer to the road. The Petitioner was also agreeable to providing contact information to the County and owners of record of adjoining properties prior to the start of construction. They also provided an email from Lawrence Gehrig at Cushing Field saying that glare will not be an issue.

On December 3, 2025, the Petitioner's representative submitted a revised decommissioning plan which reflected the new site plan and changed the decommissioning bond amount to Three Hundred Sixty-Four Thousand, Two Hundred Eighty-Eight Dollar ($364,288), due to fencing and topsoil replacement.

The property is located between 17448 and 17676 Route 71, Newark.

The lot size is approximately fifty-one (51) acres and the fenced area is approximately twenty point six acres.

The existing land use Agricultural.

The property is zoned A-1 and A-1 SU for Mining.

The Future Land Use Map for the County calls for this area to be Agricultural. The Future Land Use Map for the Village of Newark calls for this area to be Agricultural.

Route 71 is an Arterial maintained by IDOT. Route 71 is identified as a Scenic Route in the County's Land Resource Management Plan. Lisbon Center Road is a Local Road maintained by Big Grove Township.

No trails are planned in this area.

There is a wetland on the property; a wetland delineation report was provided. There are no floodplains on the property.

The adjacent land uses are Agricultural and Single-Family Residential.

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

Both the County's Plan and the Village of Newark's Plan call for this area to be Agricultural.

Properties with one half (1/2) mile of this property are zoned A-1, A-1 SU, and A-1 BP in the County, A-1 and Commercial and Manufacturing inside the Village of Newark, and A-1 in LaSalle County.

The A-1 special use permit to the southwest is probably for mining.

Approximately twenty-two (22) existing houses are within one half (1/2) mile of the subject property.

EcoCAT Report was submitted on June 3, 2025, and consultation was terminated.

The LESA Score was 201 indicating a medium level of protection. The NRI Report was provided.

Original Petition information was sent to Big Grove Township on October 1, 2025. The amended site plan was sent to Big Grove Township on November 26, 2025.

Petition information was sent to the Village of Newark on October 1, 2025.

Prior to formal application submittal, the Village of Newark submitted an email stating they did not want to annex the property and they were not opposed to the project. This email was provided.

The amended site plan was sent to the Village of Newark on November 26, 2025.

Petition information was sent to the Newark Fire Protection District on October 1, 2025. The amended site plan was sent to the Newark Fire Protection District on November 26, 2025.

Original Petition information was sent to former ZPAC members on October 1, 2025. The Highway Department and Health Department responded and neither Department had any objections. The emails were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on October 22, 2025. The Kendall County Regional Planning Commission voted to continue the proposal to a special meeting on November 6, 2025, at 7:00 p.m., by a vote of eight (8) in favor and zero (0) in opposition with one (1) member absent. The minutes were provided.

The Kendall County Regional Planning Commission continued their review of this proposal at their meeting on November 6, 2025. Discussion occurred regarding the uses for the funds given to the County per the community benefit agreement; Member Wilson suggested that some of the funds be reserved to pay for the County to review the

decommissioning costs as allowed by the AIMA and pay for decommissioning costs, if the operator was no longer in existence. The Petitioner did not have experience implementing a decommissioning plan. The maximum height was clarified to thirteen feet (13') at maximum tilt. Discussion occurred regarding using a different road for access. Discussion occurred regarding drainage in the area, a field tile survey, and the condition of the existing field tile. Josh Haggard requested a glare study, particularly in relation to the impact on Cushing Field. Mr. Haggard also requested a Kendall County centered property value study, a legally enforceable maintenance and vegetative management plan with clearly defined schedules, responsible parties, and monetary performance guarantees, a robust decommissioning surety, and local accountability with a local contact. Mr. Haggard questioned if the Fire District was equipped and trained to handle fires at the property and he questioned what the Village of Newark gained from this proposal. Five (5) additional speakers stated they agreed with Mr. Haggard. Discussion larger setbacks from the homes and the use of the balance of the property. Discussion occurred regarding the timeline to install the vegetation. The Petitioners were agreeable to the existing proposed conditions. The Petitioners were agreeable to the following:

1. Amending the site plan showing the solar field moved further south and east on the property away from the neighboring houses.
2. Submitting a glare study.
3. Requiring the operator's contact information be on file with the County and with the owners of record of adjoining properties.

The Kendall County Regional Planning Commission voted to continue the proposal to their December 10, 2025, meeting at the Petitioners' request by a vote of eight (8) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission continued their review of the proposal at their meeting on December 10, 2025. Discussion occurred regarding the changes made to the site plan, vegetative management plan, and decommissioning plan. Discussion occurred regarding the source of the materials used for the project and the potential that China might install detection devices that could monitor or impact the grid; the belief was that such actions were beyond the scope of review of the Regional Planning Commission. Discussion occurred regarding the location of the poles. The Petitioner's representative stated that, if the poles were moved to other side of the road, the poles would be within the setbacks of the homes on the other side of the road. She noted the number of poles were reduced and the poles placed closer to the road. Josh Haggard expressed concerns regarding the vegetative screening; he requested a professional glare and visual impact study; he requested a drainage study; he requested clarification regarding the use of the land outside the fenced area; he said that he respected the Petitioner for trying to get value from their land. Mr. Haggard's primary concern was that all of the necessary studies existed and were reviewed prior to a vote by the Commission. Chairman Landovitz felt that reasonable steps had been taken to

make the proposal acceptable. Member Hamman felt the landowner would properly handle the land outside of the fence. The Kendall County Regional Planning Commission voted to recommend approval of the proposal with the conditions proposed by Staff 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 Kendall County Zoning Board of Appeals initiated a public hearing on this proposal on October 27, 2025. The consensus of the four (4) Members present was to continue the hearing to November 12, 2025, at 6:00 p.m. The minutes of the hearing were provided.

At their hearing on November 12, 2025, the Zoning Board of Appeals voted to continue this Petition to December 10, 2025. The minutes of the hearing were provided.

The Kendall County Zoning Board continued the hearing on December 10, 2025. Discussion occurred regarding why the Village of Newark did not enter into a pre-annexation agreement with the Petitioner. Discussion also occurred regarding planting taller trees closer to the residential properties to the north of the solar field. Discussion occurred regarding why the status of Cushing Field did not require a glare study. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff and added a condition requiring the planting of vegetation around the northern portion of the site closest to the homes that will reach a height of twenty feet (20') at maturity by a vote of five (5) in favor and two (2) in opposition. Chairman Mohr and Member Prodehl voted no because they felt the project should be annexed to Newark. The minutes of the meeting were provided.

Following the Zoning Board of Appeals hearing, the Petitioner submitted a revised site plan and vegetative management plan to reflect the taller vegetation. The area delineating the solar farm and non-solar farm portions of the property is shown. Also, a revised decommissioning was also provided This information was included with the provided draft ordinance. An email from the property owner was provided saying the balance of the property will be used for farming. This email was 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 project is greater than one hundred fifty feet (150') from the nearest occupied non-participating dwelling. The perimeter fence is setback greater than fifty feet (50') from the adjoining property lines and nearest right-of-way.

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 site plan, the fence is proposed to be eight feet (8') in height and will be wire mesh. The fence will be three inches (3") off of the ground. One (1) twenty foot (20') wide gate is also on the site plan.

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. The maximum height will be approximately thirteen feet (13') off of the ground. The Petitioner does not want a restriction setting the maximum height at this level.

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. Noise radii were including on the site plan.

g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials. The amended decommissioning plan was provided and was outlined in the AIMA. As noted on the decommissioning plan the estimated cost of decommissioning was Three Hundred Sixty-Four Thousand, Two Hundred Eighty-Eight Dollars ($364,288). This money will be provided to the

County in the form of a bond as outlined in the AIMA.

h. A vegetative screening shall be placed around the commercial solar energy facility. The original landscaping plan was provided. The final, proposed plan, as identified in the draft ordinance calls for ninety (90) Alleghany Viburnum, one hundred four (104) Red-Twig Doorwood, one hundred twelve (112) Northern Spice Bush, and one hundred twenty-six (126) Tannenbaum Mugo Pine. The Viburnum, Doorwood, and Pine will be ten feet (10') in height at maturity; the Bush will be eight feet (8') in height at the time of maturity. The site plan also shows fifty (50) Wintergreen Arborvitae, forty-one (41) Burkii Red Cedar, and twenty-three (23) Korean Fir. The Arborvitae and Cedar will be twenty-five feet (25') in height at maturity and the Fir will be thirty feet (30') in height at maturity. The amended site plan identifies approximately twenty-four (24) acres planted in a native grass mix and the balance of the property outside of the solar lease area will be farmed.

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 consultation was terminated without any specific recommendations.

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. Six (6) threatened or endangered species were in the area, but no impacts were anticipated.

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. This was true. The site was designed around the farmed wetlands.

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. No potential impacts to State-registered historic sites exist.

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 Illinois Department of Transportation did not want to enter into a road use agreement. An email outlining this position was provided.

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. The Petitioner does not believe there is any drain tile on the property and, if drain tile exists, they would not impact the project layout.

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 Petitioner applied for a stormwater management permit.

The amended site plan was sent to WBK Engineering on November 26, 2025. On December 11, 2025, WBK submitted a letter requesting that the stormwater report be amended by providing an exhibit delineating existing and proposed watersheds, identifying off-site areas draining through the site, providing an exhibit delineating and quantifying impervious and pervious areas, determining peak flows, verifying the need for stormwater storage and release rates, providing a narrative recognizing and determining the impacts on Roods Creek and the stream that passes through the southerly portion of the property, providing field tile survey, and more information related to the vegetative management plan. WBK also requested the missing pages of the wetlands report be provided, the access permit from Route 71 be provided, a soil and erosion and sediment control plan be provided, elevations for the gravel areas be provided, and information regarding the drainage culvert be provided. This letter was provided. WBK received the final, proposed site plan on January 7, 2026, and, to date, they were still reviewing the proposal.

Per the site plan, the Petitioner proposes one (1) twenty foot (20') wide gravel access road from Route 71 along the west and southwest portions of the property.

There is one (1) twenty (20') wide vehicular access gate. The site plan references other, personnel gates, but does not show where those would be located.

Knox box information will be provided to the County.

No permeant parking was proposed. There will be a twenty thousand (20,000) square foot staging area during construction located northwest of the fenced area.

No lighting was proposed.

There is one sign shown on the site plan near Route 71 and a second sign is shown on the vehicular access gate stating emergency contact information.

The Petitioner's provided an email from Cushing Field saying glare will not be an issue at the airport.

No property value studies were provided.

No odors were foreseen.

Noise radii were included on the amended site plan.

If approved, this would be the fourth special use permit for a commercial solar energy facility in unincorporated Kendall County.

The Petitioner has agreed to enter into 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 Petitioners for the proposals on Ament Road and Corneils Road agreed to the same agreement, which was provided.

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 project will be screened from adjoining properties. 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 primarily zoned A-1 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 Route 71 and Lisbon Center Road and 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 Ameren. The proposal does not require water, sewer, or any other public utility facilities to operate. The Petitioner will also build the road and entrance at the facility and will obtain approval from IDOT for access from Route 71. 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.

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)."

The Findings of Fact for the variance were as follows; Chairman Mohr and Member Prodehl dissented on all of the Findings:

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 Village of Newark. The Village of Newark submitted an email stating they did not want 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 Village of Newark 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.

Staff's recommendation was neutral because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities. 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 and vegetative management plan, decommissioning plan, and Agricultural Impact Mitigation Agreement.
2. The planting of vegetation around the northern portion of the site closest to the homes will reach a height of twenty feet (20') at maturity (**Added at ZBA**).
3. 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.
4. Any special use permits previously granted on the subject property are hereby revoked in their entirety.
5. 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.
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, included 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. Warning signs shall be placed in the locations shown on the site plan. These signs 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 shall supply the immediate property owners and KenCom with a contact phone number that can be called in case of emergencies prior to the issuance of any building permits. In the event that the phone number of the operator of the use allowed by this special use permit changes, the operators of the use allowed by the special use permit shall supply the immediate property owners and KenCom with an updated phone number within thirty (30) days of change of phone number. In the event that an adjoining property owner changes their phone number or adjoining property owner changes, the operators of the use allowed by this special use permit shall supply the property owner the contact phone number within thirty (30) days of written request for the phone number (**Added after November RPC Meeting**).

13. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

14. 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.

15. 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.

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

17. 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 Rodriguez made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-18 with the conditions proposed by Staff.

Member Rodriguez spoke about the neighbors being involved in the review of the proposed solar field being built near their homes. He noted that residents asked questions and spoke their minds.

Member Koukol asked how many years would the solar project remain on the property before decommissioning. Matt Clementi, Senior Civil Engineer and Project Manager for Stantec, representing JAS Powered by Greenvolt, LLC said JAS Powered by Greenvolt would lease the property from Thomas F. Richards, Junior, stated the solar project would remain on the property for twenty-five (25) years plus renewals.

Member Koukol asked how many acres would be needed for the project. Mr. Clementi stated about thirty (30) acres.

Member DeBolt asked who would maintain the solar farm. Mr. Clementi stated the solar farm would not be manned, but will be monitored remotely. He stated, if something is not working properly, someone would come out and inspect the site.

Member DeBolt asked when the vegetation would be planted. Mr. Clementi replied the vegetation would be planted at the appropriate seasonal time.

Member Koukol asked what the timeline would be to complete the solar project. Mr. Clementi stated he did not have a timeline and would let Member Koukol know when a timeline was finalized.

Member Koukol asked about the concerns of the neighbors. Mr. Clementi replied the neighbors were concerned about the distance of the solar farm to the residences. He stated the distance to the homes from the solar panels has doubled from the original submittal and they increased the height of the vegetation. Mr. Asselmeier mentioned that drainage and glare issues related to Cushing Field were also concerns of the residents. Mr. Asselmeier stated no glare studies had been conducted to date.

Member DeBolt asked if there would be any noise from the solar panels. Mr. Clementi stated that the inverters and cooling fans for the inverters would make a sound similar to a window air conditioner. The residences were spaced far enough from the solar field, so they would not hear it.

The votes were as follows:

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

The motion carried. The proposal goes to the Kendall County Board on January 20, 2026, on the consent agenda.

Petition 25-23 Robert Velazquez on Behalf of Always Faithful Properties, LLC
Mr. Asselmeier summarized the request.

Robert Velazquez, on behalf of Always Faithful Properties, LLC, is requesting a map amendment rezoning approximately eight more or less (8 +/-) acres from A-1 Agricultural District with a special use permit to B-3 Highway Business District in order to operate a construction sales and service business on the subject property.

A construction sales and service business is a permitted use on B-3 zoned property.

The application materials, the plat of survey, and Ordinance 1982-4, which granted a special use permit for agricultural implement services and machine parts sales were provided.

One (1) single-family residential home is located on the property and would become a lawfully non-conforming use if the map amendment is approved.

The property is located at 9475 Caton Farm Road.

The property is approximately eight (8) acres in size.

The Current Land Use is Agricultural, Farmstead, Single-Family Residential, and special use for agricultural implement services and machine parts sales.

The Future Land Use is Transportation Corridor/Commercial.

Route 47 is a State maintained Arterial Road.

Yorkville has a trail planned along Route 47 in this area. IDOT has bicycle accommodations planned on the roadway.

There are no floodplains or wetlands on the property.

The adjacent land uses are landscaping business, Agricultural, and Utility.

The adjacent properties are zoned A-1, A-1 SU, and B-3.

The County's Plan calls for this area to be Transportation Corridor and Commercial.

The properties within one half (1/2) mile are zoned A-1, A-1 SU, and B-3 SU.

The B-3 special use permit to the north is for a landscaping business. The A-1 special use permit to the east is for agricultural implement services and machine parts sales. The parcel to the northeast is owned by the Federal Aviation Administration and is used for a communication tower.

The subject property is over two (2) miles from the United City of Yorkville and the Village of Plattville. Yorkville's Comprehensive Plan calls for this area to be Agriculture.

Plattville's Comprehensive Plan calls for this area to be Commercial and Parks and Open Space.

EcoCAT Report submitted and consultation terminated.

The application for NRI was submitted on October 29, 2025. The LESA Score was 203 indicating a medium level of protection.

Petition information was sent to Kendall Township on November 14, 2025. The Kendall Township Planning Commission met on November 17, 2025, and recommended approval of the request. The Kendall Township Board met on November 18, 2025, and recommended approval of the request. An email with this information was provided.

Petition information was sent to the Bristol-Kendall Fire Protection District on November 14, 2025.

The Kendall County Regional Planning Commission reviewed the proposal at their meeting on December 10, 2025. Discussion occurred regarding the previous and proposed uses of the property. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals conducted a public hearing on the proposal on December 15, 2025. The Petitioner's Attorney was the only person that testified at the public hearing. He discussed the proposed business that would go on the property, if the map amendment was approved. He also said that the existing house would be demolished. The Kendall County Zoning Board of Appeals recommended approval of the proposal by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

The Petitioner desires to rezone the subject property in order to operate a construction sales and service business on the subject property.

Any new structures or the remodeling of existing structures would be required to meet applicable building codes.

Electricity is onsite. There is also a well and septic system on the property.

The property has access from Route 47 and Caton Farm Road.

Any new driveways and parking lots would be reviewed as part of the site plan review processes.

Any new odors could be addressed as part of the site plan review process.

Any new lighting would be reviewed as part of the site plan review process.

Any fencing, landscaping, or screening would be reviewed as part of the site plan review process.

Any signage would be reviewed as part of the site plan review process.

Any noise would be reviewed as part of the site plan review process.

Stormwater would be reviewed as part of the site plan review process.

The Findings of Fact were as follows:

Existing uses of property within the general area of the property in question. The surrounding properties are used for agricultural purposes, commercial purposes (specifically a landscaping business), or communication purposes.

The Zoning classification of property within the general area of the property in question. The surrounding properties are zoned A-1, A-1 with a special use permit for agricultural implement services and machine parts sales, and B-3 with a special use permit for a landscaping business.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is presently zoned A-1 and would be limited because of its size to do many of the agricultural uses allowed in the A-1 zoning district.

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 commercial uses. Commercial uses in the area probably will increase as the Illinois Department of Transportation widens Route 47.

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 Transportation Corridor and Commercial. The B-3 Highway Business Districts is consistent with the Commercial classification. The Land Resource Management Plan calls for limited B-3 Highway Business District zoned property on lands classified as Transportation Corridor.

Staff recommended approval of the proposed map amendment because the proposal is consistent with the Land Resource Management Plan.

The draft ordinance was provided.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommend approval of Petition 25-23.

Member DeBolt stated there is a lot of traffic at that corner. He mentioned that the petitioner cleaned up the property and will be open to retail and wholesale businesses. Mr. DeBolt feels this will be an asset to the county.

Dan Kramer, Attorney for the Petitioner, stated that owner has had businesses approach him about possibly opening shops and other businesses on the property. The map amendment would be good for future tax revenue.

Mr. Kramer stated Semper Fi Landscaping is on the property to the north. They have a very lucrative landscaping business.

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 January 20, 2026, on the consent agenda.

Petition 25-25 Brian Kubinski and Sherry Ailsworth
Mr. Asselmeier summarized the request.

The Petitioners would like to operate a kennel on the subject property.

As shown the site plan, at its closest point, the kennel would be one hundred feet (100') from property planned to be Residential on the County's Future Land Use Map. The Petitioners are requesting a variance from the requirement that the kennel be setback a minimum two hundred fifty feet (250') from property planned to be Residential on the County's Future Land Use Map.

The application materials, including the business plan, and the site plan, including the landscaping plan, were provided.

The address of the property is 12076 Ashley Road.

The property is approximately five (5) acres in size.

The Current Land Use is Agricultural and Farmstead.

The County's Future Land Use Map calls for the property to be Suburban Residential (Max 1.00 DU/Acre).

Plattville's current Future Land Use Map calls for the property to be Low Density Residential. Plattville's proposed Future Land Use Map calls for the property to be Agricultural.

Ashley Road is Major Collector maintained by Lisbon Township. Helmar Road is Local Road maintained by Lisbon Township.

There are no trails planned in the area.

There are no floodplains or wetlands on the property.

The adjacent land uses are Agricultural and Farmstead.

The adjacent properties are zoned A-1.

The County's Plan calls for this area to be Agricultural, Countryside Residential, and Suburban Residential.

The Village of Plattville's current Plan calls for this area to be Low Density Residential and Parks/Open Space.

The properties within one half (1/2) mile are zoned A-1 in the County and A-1 inside Plattville.

To date, Plattville's proposed Future Land Use Map calls for this area to be Agricultural and Public/Open Space along the drainage area east of the subject property.

There are five (5) homes located within one half (1/2) of a mile from the subject property.

EcoCAT Report was submitted on October 29, 2025, and consultation was terminated.

The application for NRI was submitted on November 4, 2025. The LESA Score was 176 indicating a low level of protection.

Petition information was sent to Lisbon Township on November 19, 2025. The Lisbon Township Planning Commission recommended approval and the Lisbon Township Board recommended approval.

On November 18, 2025, Lisbon Township submitted a request for a ROW dedication along Ashley Road and Helmar Road at a depth of forty-five feet (45') from the centerline. The email was provided.

Petition information was sent to the Village of Plattville on November 19, 2025.

Petition information was sent to the Bristol Kendall Fire Protection District on November 19, 2025.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on December 10, 2025. It was noted that keeping the dogs indoors, installing the landscaping to the east, and vetting of the dogs using the facility would be the way that

noise was controlled. The Kendall County Regional Planning Commission recommended approval of the proposal by a vote of nine (9) in favor and zero (0) in opposition with one (1) member absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on December 15, 2025. The Petitioner's Attorney was the only person that testified at the public hearing. He described the proposed business and stated that no animals would be kept overnight. The Kendall County Zoning Board of Appeals recommend approval of the proposal with the conditions proposed by Staff by a vote of seven (7) in favor and zero (0) in opposition. The minutes of the hearing were provided.

Per Section 36-282 (31) of the Kendall County Code, kennels can be special uses on A-1 zoned property subject to the following condition:

1. Kennels, provided that the kennels must be located inside and must be located a minimum of two hundred fifty (250) feet from the lot line of lots zoned residential or shown as residential on the Land Resource Management Plan map and one hundred fifty (150) feet from lots zoned other than residential or shown on the Land Resource Management Plan map as nonresidential. The animals must be indoors by sunset, except for the purposes of owners picking up and dropping off pets and regular bathroom breaks until 10:00 p.m.

If the County Board approves the variance, the above condition has been met.

According to the information provided to the County, the Petitioners plan to offer kennel services at the subject property. The proposed normal hours of operation shall be Monday through Friday from 7:00 a.m. until 6:00 p.m. and Saturday and Sunday from 8:00 a.m. until 5:00 p.m. Pets experiencing medical emergencies may be tended to outside the hours of operation. If a pet owner has an emergency such as a car accident or illness, they may pick up or drop off pets outside the approved hours of operation.

A maximum of twenty-five (25) pets per building for a total of fifty (50) pets may be kenneled on the subject property at any time.

Per the Kendall County Zoning Code, all animals will be indoors by sunset, except for bathroom breaks until 10:00 p.m.

The maximum number of employees shall be five (5) and at least one (1) employee shall be onsite when animals are kenneled.

The Petitioners may sell ancillary items related to their operations.

As noted in the site plan, the Petitioners plan to construct two (2) approximately four thousand (4,000) square foot buildings. Each building would have one (1) approximately nine hundred (900) square play areas and three (3) one hundred (100) square foot dog runs. The play areas and dogs runs would be surrounded by chain link fence and would be grass. The rendering of the buildings were provided. The Petitioners indicated that

the second building would be constructed as the business grows; no information was provided regarding which building would be constructed first.

There is one (1) existing approximately one thousand nine hundred (1,900) square foot house on the property. This building is planned to be used as offices.

The Petitioners do not plan to reside on the property.

Applicable building and change of occupancy permits will be required.

The property is served by a well and septic system. No new wells and septic systems are planned for the business. Patrons and employees would use the restroom facilities inside the existing house.

WBK Engineering is reviewing the need for stormwater permit at the property.

The property has an existing driveway off of Ashley Road.

Lisbon Township is requesting rights-of-way dedications along Ashley and Helmar Roads.

The Petitioners propose to install an eighteen (18) stall parking lot; two (2) of the spaces would be handicapped accessible.
The Petitioners indicated they might install lighting over the doors. No additional lighting is planned.

The Petitioners plan to have one (1) monument sign along Ashley Road. The sign shall look substantially like the picture provided as the sign example. The sign will not be illuminated.

Per the site plan, the Petitioners plan to install deciduous trees (a mix of oaks and maples) at ten foot (10') intervals along with understory materials and hedging between the trees. The trees shall be planted by July 1, 2026, and will be at least six feet (6') in height at time of planting. The understory will be ornamental grasses and hedge materials at least four feet (4') in height when they bloom.

Noise will be addressed by the installation of trees and berms and having the animals indoors by sunset.

The site plan shows one (1) one hundred twenty (120) square foot dumpster enclosure between the existing house and southern kennel building. The dumpster enclosure will be surrounded by a wood fence.

If approved, this would be the seventh active special use permit for a kennel in unincorporated Kendall County.

The Findings of Fact for the special use permit were as follows:

That 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 operation of the special use will not be detrimental to the public health, safety, morals, comfort, or general welfare. The immediately adjacent properties are also zoned A-1. In addition, the site plan shows trees planted along the eastern property line. a six foot (6') tall fence around the outdoor play area. The proposed building will be soundproofed. The Petitioners do not plan to be open before 7:00 a.m. or after 6:00 p.m. The Petitioners intend to follow the Kendall County Zoning Code as it relates to having all pets inside by dusk except for bathroom breaks.

That 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 shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The Petitioners plan to vegetation along the eastern property line. The Petitioners will have animals indoors by sunset, expect for bathroom breaks. The proposed hours of operation will also prevent injury to neighboring land uses.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is true. Adequate ingress and egress will be provided off of Ashley Road. The Petitioners will have to secure applicable permits related to stormwater, well, and septic, if required.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Zoning Board of Appeals. If the requested variance related to setback from residentially planned areas is approved, this is true.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. True, the proposed use is consistent with an objective found on Page 9-21 of the Kendall County Land Resource Management Plan which calls for "a strong base of agricultural, commercial and industrial uses that provide a broad range of job opportunities, a healthy tax base, and improved quality of services to County residents" through the encouragement ". . . of locally owned businesses."

The Findings of Fact for the variance were as follows:

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon

the owner if the strict letter of the regulations were carried out. The subject parcel is a corner lot and the properties to the west are planned to Agricultural. No existing residences are located on the adjoining properties planned to Residential.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. The number of properties zoned A-1 with residentially planned uses in the vicinity is unknown. However, only five (5) existing homes are located within one half (1/2) mile of the subject property.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. The current owner did not plat the lot. The current owner does wish to operate a kennel at the property.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The requested variance should not negatively impact any of the neighbors and will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood because conditions can be placed on the special use permit related to hours of operation and number of animals on the property.

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. Provided the proposed conditions are included in the special use permit, the requested variance will not impair light reaching other properties, cause congestion on any public street, diminish or impair property values, or increase the danger of fire or negatively impact public safety.

Staff recommended approval of the requested special use permit for a kennel and variance subject to the following conditions and restrictions:

1. The site shall be developed substantially in accordance with the submitted site plan.
2. A variance is granted Section 36-282 (31) of the Kendall County Code reducing the setback for kennels from properties planned to be residential. To that end, the use allowed by this special use permit shall be located a minimum of one hundred feet (100') from the lot line of lots zoned residential or shown as Residential on the Land Resource Management Plan (LRMP) map and one hundred fifty feet (150') from lots zoned other than Residential or shown on the LRMP map as non-residential.
3. Within sixty days (60) days of approval of this special use permit ordinance, the property owners shall convey land to Lisbon Township for Ashley Road and Helmar Road right-of-way at a depth of forty-five feet (45') as measured from the centerlines of each road. The Kendall County Planning, Building and Zoning Department may grant extensions to this deadline.

4. One (1) non-illuminated sign may be installed on the subject property in substantially the location shown on the site plan. The sign shall look substantially like the picture provided as the sign example. The owners or operators of the business allowed by this special use permit shall secure applicable permits for this sign. Additional directional and warning signs may be installed on the property without the need to obtain permits.
5. The vegetation shown on the eastern property on the site plan shall consist of deciduous trees (a mix of oaks and maples) at ten foot (10') intervals along with understory materials and hedging between the trees. The trees shall be planted by July 1, 2026, and will be at least six feet (6') in height at time of planting. The understory will be ornamental grasses and hedge materials at least four feet (4') in height when they bloom. Damaged or dead vegetation shall be replaced on a timeframe approved by the Kendall County Planning, Building and Zoning Department. The Kendall County Planning, Building and Zoning Department may grant extensions to the deadline for installing the vegetation.
6. A maximum of twenty-five (25) pets per building for a total of fifty (50) pets may be kenneled on the subject property at any time.
7. The animals must be indoors by sunset, except for the purposes of owners picking up and dropping off pets and regular bathroom breaks until 10:00 p.m.
8. The normal hours of operation for the businesses allowed by this special use permit shall be Monday through Friday from 7:00 a.m. until 6:00 p.m. and Saturday and Sunday from 8:00 a.m. until 5:00 p.m. The operator(s) of the business allowed by this special use permit may reduce these hours of operation. Pets experiencing medical emergencies may be tended to outside the hours of operation. If a pet owner has an emergency such as a car accident or illness, they may pick up or drop off pets outside the approved hours of operation.
9. The maximum combined number of employees for the businesses allowed by this special use permit shall be five (5), including the business owners.
10. Refuse shall be removed from the subject property at least one (1) time per week or as necessary to prevent litter or odors from emanating from the subject property.
11. Any construction on the property related to the businesses allowed by this special use permit shall not be considered as agricultural purposes and shall secure applicable permits.
12. Any lighting installed on the property related to the business allowed by this special use permit shall not be considered as agricultural purposes and must follow the lighting regulations contained in the Kendall County Code as they relate to business uses.
13. The operator(s) of the businesses allowed by this special use permit may sell ancillary items related to their operations.
14. The operator(s) of the businesses allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

15. The operator(s) of the businesses allowed by this special use permit shall follow all applicable Federal, State, and Local laws related to the operation of these types of businesses.

16. 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.

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

The draft ordinance was provided.

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

Member Koukol asked what the feedback was from the township. Dan Kramer, Attorney for the Petitioner, stated the township was mostly in favor of the proposal.

Member Koukol stated he received several phone calls from residents that were not in favor of this proposal. Mr. Koukol stated the residents were concerned about noise and drainage.

Member. Koukol asked if the township was recommending a setback to the east. Mr. Kramer stated that the township did not recommend an additional setback to the east. Mr. Kramer stated that the closest residence is a quarter mile (1/4) to the south and a quarter mile (1/4) to the west.

Member Koukol asked if the owners will reside on the property. Mr. Kramer replied they would not reside on the property.

Member Koukol asked, since there were two (2) buildings scheduled to be constructed, can the Petitioner construct one (1) right away and the second (2nd) later. Mr. Kramer stated the site plan has two (2) buildings. The second (2nd) building would be constructed as the business grew and the Petitioner would not be required to ask for an amendment to the special use permit if they constructed the building as currently proposed at a later date.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley
Nays (1): Koukol
Abstain (0): None
Absent (1): Flowers

The motion carried. The proposal goes to the Kendall County Board on January 20, 2026, on the consent agenda.

NEW BUSINESS:

Approval of a Community Benefits Agreement Between JAS Power, LLC and Kendall County, Illinois Pertaining to the Solar Project on Property Between 17448 and 17676 Route 71, Newark

Mr. Asselmeier summarized the request.

This proposal requires the developer of the solar project between 17448 and 17676 Route 71 to pay the County to offset the loss of property tax revenue caused by the development of a solar farm instead of other uses on the subject property.

The developer shall pay the County Fifteen Thousand Dollars ($15,000), the equivalent of approximately Three Thousand Dollars ($3,000) per megawatt, annually. The payment shall increase five percent (5%) every five (5) years. The first payment is due within thirty (30) days after the project achieves commercial operation and subsequent payments are due by the anniversary of the first payment or on a mutual agreed date.

This proposal has the same terms as the Community Benefit Agreement for the solar projects in the 10000 Block of Ament Road and in the 9000 block of Corneils Road.

Staff recommended approval of the agreement.

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

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 January 20, 2026, on the consent agenda.

Approval of Annual Renewal of Mobile Home Permit at 13443 Fennel Road

Mr. Asselmeier stated the Petitioner had not filed the required paperwork.

Short-Term Rental Renewal Update

Chairman Wormley communicated that the State's Attorney was reviewing the proposed short term rental terms and conditions and will have more information in the coming months.

Mr. Asselmeier provided a list of the current short-term rentals and the status of the review of their renewal applications.

Kendall County Regional Planning Commission Annual Meeting-February 7, 2026, at 9:00 a.m.

Mr. Asselmeier reported that this would also be a special meeting of the Committee.

Approval to Extend the Deadline for Allowing an Outdoor Storage Special Use Permit at 14339 County Line Road (PIN: 09-13-200-014) in Seward Township as Allowed by Condition 4.E of Ordinance 2020-14 and Extended by the Planning, Building and Zoning Committee on November 13, 2023; Property is Zoned B-3 with a Special Use Permit for Indoor Storage

Mr. Asselmeier summarized the request.

In September 2020, the Kendall County Board approved a rezoning and special use permit for indoor and outdoor storage at the subject property, Ordinance 2020-14. A copy of the ordinance was provided.

Condition 4.E of Ordinance 2020-14 required all outdoor storage to cease by December 31, 2023, unless an extension was granted by the Planning, Building and Zoning Committee. On November 13, 2023, the Planning, Building and Zoning Committee approved a two (2) year extension, setting the new deadline of December 31, 2025

On December 12, 2025, the Property Owner's Attorney submitted a request to extend the deadline for the cessation of the outdoor storage component for another one (1) year. A copy of the request was provided.

The impacted property is subject to a pre-annexation agreement with the Village of Shorewood. If the requested extension is approved, an amendment to the pre-annexation agreement related to parking will be required.

Staff has no objections to the request to extend the deadline for outdoor storage on the subject property for an additional one (1) year.

Member Koukol made a motion, seconded by Member Rodriguez, to approve the extension until December 31, 2026.

The votes were as follows:

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

The motion carried.

OLD BUSINESS:

Update on the Comprehensive Plan Update Project

Mr. Asselmeier stated that Teska Associates was working on the draft maps and text language. Teska hopes to have the rough draft ready for the Staff review by January 15, 2026. Teska would take Staff's comments and revise the documents for the Comprehensive Land Plan and Ordinance Committee meeting on January 28, 2026. Teska hopes to have the draft proposal available for public review at the Annual Meeting

on February 7, 2026. At that time, the public will be able to view the proposal on the website and submit comments.

Special Use Enforcement Update
Mr. Asselmeier reported that for 2025, of the twenty-eight (28) special use permits that require inspection or review, twenty-six (26) were in compliance. The indoor/outdoor storage facility at 14339 County Line Road was requesting an extension to the deadline related to the outdoor storage use. The special use permit for Camp Quarryledge at 1626 Route 31 remains technically out of compliance; the special use permit required the site to be used as Camp Quarryledge specifically. Over the years, prospective buyers have looked at the property and the County had not pursued involuntarily revocation of the special use permit for lack of use.

During the Summer of 2025, the Department's Intern researched special use permits that may not be in compliance, either because they were not following their site plan or they did not do required rights-of-way dedication. The County was working with property owners on Route 71, Boulder Hill Market, Budd Road, Ament Road, Collins Road, and Fennel Road to address these issues. Additionally, the Department will periodically examine the other special use permits to ensure they remain compliant.

Finally, the Circuit Clerk's Office provided the Department with a list of licensed daycare centers. The Department will check to see if these facilities meet applicable zoning regulations.

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

UPDATE FROM HISTORIC PRESERVATION COMMISSION:
Mr. Asselmeier reported that the historic preservation organization meeting will be February 18, 2026, at 5:30 p.m., at the Kendall County Historic Courthouse. Natalia Borowska from the Administration Department will discuss America 250 and Ken Itle will discuss the structure surveys of Seward Township and Na-Au-Say Township.

REVIEW PERMIT REPORTS:
December 2025 Report
The Committee reviewed the report.

Calendar Year 2025 Report
The Committee reviewed the report.

CORRESPONDENCE
None

COMMENTS FROM THE PRESS:
None

EXECUTIVE SESSION
None

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

Chairman Wormley adjourned the meeting at 7:36 p.m.

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

Encs

KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
JANUARY 12, 2026

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

NAME	ADDRESS (OPTIONAL)	EMAIL ADDRESS (OPTIONAL)
Dan Kraus	25-23 25+25	[redacted]

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 February 9, 2026 – Unofficial until Approved

CALL TO ORDER
The meeting was called to order by Chairman Wormley at 6:33 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, Patrick McCrimmon, Ken Schneider, Doug Winsor, Miriam Schneider, Nate Bronski, Danielle Smits, and Kyle Barry

APPROVAL OF AGENDA
Member DeBolt made a motion, seconded by Member Koukol, to approve the agenda. With a voice vote of four (4) ayes, the motion carried.

APPROVAL OF MINUTES
Member Rodriguez made a motion, seconded by Member Koukol, to approve the minutes of the January 12, 2026, meeting. With a voice vote of four (4) ayes, the motion carried.

PUBLIC COMMENT
Ken Schneider provided a history of the short-term rental proposal. He expressed concerns regarding the proposed fines and procedure related to fines. He noted that applicants have to meet with the Health Department and Sheriff's Department. He was glad to see a checklist, but was concerned that the checklist was open-ended. He did not believe the proposal would solve the issues related to the property on Corneils Road. He did not believe the proposal was fair because the proposal did not apply to long-term rentals.

Doug Winsor thanked the Committee and County Staff for preparing this proposal. He felt the proposal would improve quality of life and guarantee safety for neighbors and people that rent these properties.

Miriam Schneider questioned if the proposal would solve the issue on Corneils Road. She favored applicants providing copies of rental agreements to Sheriff's Office. She favored having mediation and arbitration with a neutral party instead of having the

County review alleged violations. She favored enforcing existing regulations, like the Noise Ordinance.

Nate Bronski, partial owner of 9439 Corneils Road, provided a history of the activities the ownership took prior to purchasing the property. He also provided information regarding the County's review of their application for placement on the short-term rental registry, including related building and health related inspections.

Danielle Smits discussed her history in farming. She discussed the history negotiations with the solar company which ultimately led to the site outlined in Petition 25-22. She said the proposal would not negatively impact their existing farming operations and the proposal would provide a source of energy. She discussed the pollinator seed mix. She did not see any issues related to drainage. The land will be restored to productive farmland when the project ceases. She requested a positive vote on the proposal.

Expenditure Report

Review of Expenditures from January 2026

The Committee reviewed the Expenditure Report.

PETITIONS

Petition 25-15 Kendall County Planning, Building and Zoning Committee

Mr. Asselmeier summarized the request.

Following the October 27, 2025, Kendall County Zoning Board of Appeals hearing, the decision was made to amend the zoning regulations and the license, permit, and miscellaneous regulations chapters of the Kendall County Code.

The proposed changes to the zoning regulations are as follows:

1. Clarify the definition of short-term rental to not include hotels or motels, lodging houses, group homes, and bed breakfast establishments.
2. Connect the regulations in the license and permit chapter of the Code with the zoning portion of the Code.

The proposed changes to the licensing regulations are as follows:

1. Add definitions of "short-term rental" and "applicant".
2. Require short-term rentals to be registered.
3. Place requirements on the information included in the registry application.
4. Require short-term rental operators to provide the County with a telephone number and email that can be released to the public.
5. Require pre-registry placement meetings with various County departments.
6. Require a life safety inspection prior to placement on the registry and annually. Also, defines what constitutes a life safety inspection.
7. Failure to pass the life safety inspection shall be grounds for denial of placement on the registry.

8. Require the evaluation of private sewer systems for the proposed use.
9. Set the maximum number of occupants as one (1) person per fifty (50) square foot of space in each bedroom, if on public sewer service, and the occupancy as allowed for each bedroom, if on private sewer service.
10. Require following applicable Federal, State, and Local laws, including the County's Junk and Debris Ordinance and Noise Ordinance.
11. Sets how penalties may be established and resolved.
12. Sets the fine at One Thousand Dollars ($1,000) per day with each day constituting a separate offense.

The draft ordinance was provided.

Staff noted that, since the proposal was draft using the authority granted to counties to regulate transient business, some of the regulations would not apply in Millbrook and Plattville because the intergovernmental agreement with the two (2) municipalities only addresses zoning and not business license regulations.

Information regarding the development of the proposal was also provided.

Member DeBolt made a motion, seconded by Member Koukol, to recommend approval of Petition 25-15.

Member Koukol thanked Staff for their work on this proposal. He noted that this proposal was a county-wide proposal. He noted the complaints that have been received regarding the property on Corneils Road. He noted that the proposal would give the Planning, Building and Zoning Department clarification on enforcement related to this type of use. He said the proposal was not perfect because enforcement would take time. He liked the fine proposed in the ordinance.

Member DeBolt stated the reason why this proposal was advanced was to protect public safety, particularly police and fire. He said the proposal gives accountability.

Member Rodriguez discussed the history of this proposal and input provided by the residents on Corneils Road and short-term rental property owners. He thanked the County Staff for their work on this proposal.

Chairman Wormley discussed the work to create this proposal; in particular, to make ordinance enforcement effective.

Member DeBolt emphasized accountability. He said that, if owners were running their short-term rentals effectively, they have nothing to worry about with this proposal. If people don't follow the rules, there will be consequences. He noted the amount spend on this proposal to this point.

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 February 17, 2026, on the consent agenda.

Petition 25-22 Todd E. Fryatt on Behalf of East Schoolhouse Road Community Energy Initiative LLC (Tenant) and John H. Smits on Behalf of the Jerrald J. Smits ET AL Trust (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, stormwater management report, NRI Report, plat of survey, site plan dated January 19, 2026, vegetative management plan, revised January 2026, decommissioning information, Agricultural Impact Mitigation Agreement, drain tile, glare study, property value study and a Health and Safety Study were provided.

An earlier version of the site plan and vegetative management plan was sent to Na-Au-Say Township, the Village of Oswego, and the Oswego Fire Protection District. These entities have not reviewed the most recent site plan or vegetative management plan.

The property is located east of 3485 Route 126.

The total parcel is approximately eighty-six (86) acres and the fenced area is approximately thirty-five (35) acres.

The property is zoned A-1 Agricultural.

The Future Land Use Map for the County calls for the property to be Rural Residential and the Future Land Use Map for the Village of Oswego calls for the property to be Agricultural.

Route 126 is an Arterial maintained by IDOT.

There is a trail planned along Route 126.

There is a floodplain of the Little Slough Creek near the south end of the property (Zone A-no base flood elevation determined).

The adjacent land uses are Agricultural, Farmstead, Farm Equipment Sales and Service Business, and Landscaping Business.

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

The County's Land Resource Management Plan calls for the area to be Rural Residential and Commercial. The Village of Oswego's Plan calls for the area to be Agricultural.

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

The A-1 special use permit to the east is for a farm market, garden shop, winery, corn maze, and fall festival. The A-1 special use permits to the west are for a farm equipment sales and service business and a landscaping business.

Oswego School District 308 owns property near the southwest corner of the subject property.

Approximately seven (7) existing houses are within one half (1/2) mile of the subject property.

Schlapp Road is roughly the boundary line between the Village of Oswego's and Village of Plainfield's planning areas.

EcoCAT Report was submitted on October 4, 2024, and consultation was terminated.

The LESA Score was 240 indicating a high level of protection. The NRI Report was provided.

Original Petition information was sent to Na-Au-Say Township on November 12, 2025. The Na-Au-Say Township Planning Commission met on December 1, 2025. The Township Planning Commission was concerned about the impact of the proposal on the watershed, the high LESA Score, the request from the Village of Oswego to deny the proposal, the incompatibility of the proposal with the County and Township's plans, and potential disruption of future development along Schlapp Road. Two (2) members of the Township Planning Commission voted against the proposal and one (1) member abstained. The Na-Au-Say Township Board met with the representative of the Petitioners on December 8, 2025. On January 12, 2026, the Township Board voted to concur with recommendation of the Township Planning Commission by a vote three (3) against the proposal and one (1) in favor the proposal. The Township Board also voted not to file a formal objection by a vote of zero (0) in favor and four (4) against. An email outlining this information was provided.

Original Petition information was sent to the Village of Oswego on November 12, 2025. Prior to formal application submittal, the Village of Oswego submitted a letter stating they would not pursue annexation at this time. The Village also requested that the County deny the special use permit for this project because the proposal could negatively impact the Village's ability to grow. This letter was provided.

Original Petition information was sent to the Oswego Fire Protection District on November 12, 2025. Prior to formal application submittal, the Petitioners met with the Oswego Fire Protection District. Discussion occurred regarding vehicular access, Knox Box access, types of vegetation proposed, the location of the power disconnect, and

emergency contact information. The Fire Protection District's concerns were addressed. An email outlining the meeting was provided.

Original Petition information was sent to former ZPAC members on November 12, 2025. No comments were received except stormwater related comments.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on January 28, 2026. Other than the Petitioners' representatives, nobody else spoke at the meeting. Discussion occurred regarding likely residential and commercial developments in the area. Discussion occurred regarding why the Village of Oswego did not pursue an annexation agreement for this proposal; the Village of Oswego is located over two (2) miles from the subject property. Discussion occurred regarding drain tile relocation. Discussion occurred regarding future ownership of the project. The Petitioners' representatives provided a history of the project, an introduction to ECA Solar, an overview of the project, the site plan, project renderings, outreach activities, annexation discussion, municipal planning, economic benefits, community benefits, design features, stormwater, floodplain and watershed protection, drain tile survey, glare and sound studies, and decommissioning. The Kendall County Regional Planning Commission recommended approval of the proposal with the conditions proposed by Staff by a vote of six (6) in favor, three (3) in opposition, and one (1) absent. Member McCarthy-Lange voted no because of the letter from the Village of Oswego. Member Bernacki voted no because of the opinion of Na-Au-Say Township. Member Wilson voted in favor of the project because the site plan placed the solar panels away from neighbors. Chairman Landovitz voted yes because he felt the project was in an adequate location away from neighbors and municipalities. The minutes of the meeting were provided.

Other than the Petitioner's representative, no members of the public testified at the public hearing. The Petitioners' representatives presented a presentation similar to the one presented at the Kendall County Regional Planning Commission meeting. Discussion occurred regarding the need for the variance, the number of homes that could be served by the project, the transferability of the special use permit, and the amount energy generated from solar project state-wide. The Kendall County Zoning Board of Appeals recommended approval of the proposal with the conditions proposed by Staff by a vote of four (4) in favor, two (2) in opposition, and one (1) member absent. Chairman Mohr voted against the proposal because he favored the project being annexed to a municipality. The minutes of the hearing were provided.

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

a. All commercial solar energy facilities and test solar energy systems located within one point five (1.5) miles of a municipality shall either annex to the municipality or obtain an annexation agreement with the municipality requiring the municipality's

regulations to flow through the property. Petitioner is requesting a variance.

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

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

Boundary Lines of Participating Properties-None

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

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

The above setbacks do not exempt or excuse compliance with electric facility clearances approved or required by the National Electrical Code, the National Electrical Safety Code, Commerce Commission, Federal Energy Regulatory Commission, and their designees or successors. Per the site plan, the closet non-participating structure is approximately one thousand, one hundred seventy-four feet (1,174') to the south of the commercial solar energy facility. The owner of the closest non-participating structure submitted a letter of support for the project which was provided. The perimeter fence is setback approximately one hundred fourteen feet (115') from the eastern property line, two hundred seventy-two five feet (272') from the northern property line, fifty-one feet (51') from the western property line, and seven hundred ninety-four feet (794') from the southwestern property line. The commercial solar energy facility is approximately one thousand, two hundred seventy-three feet (1,273') from Route 126. In addition to the setback from the fence to the property lines, the commercial solar panels are at least twenty feet (20') inside of the fence, at their closet point.

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 site plan, the fence is proposed to be eight feet (8') in height and will be a knot wire fence. The fence will have fox passages every fifty feet (50') for the entire length of the fence; these passages are eight inches (8") wide by twelve inches (12") tall.

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 Petitioners acknowledge the maximum height will be less than twenty feet (20').

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

such consent requested or needed.

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

g. The County shall not require standards for construction, decommissioning, or deconstruction of a commercial solar energy system or related financial assurances to be more restrictive than agricultural impact mitigation agreement set in State law. The amount of any decommissioning payment shall be limited to the cost identified in the decommissioning or deconstruction plan, as required by the agricultural impact mitigation agreement, minus the salvage value of the project. A copy of the agricultural impact mitigation agreement shall be submitted with the application materials. The decommissioning plan was provided and is outlined in the provided AIMA. As noted on Page 10 of the decommissioning plan, the estimated cost of decommissioning is Three Hundred Sixteen Thousand, Nine Hundred Sixty-One Dollars and Forty Cents ($316,961.40). The Petitioners will provide a bond to the County.

h. A vegetative screening shall be placed around the commercial solar energy facility. The landscaping plan was included on Page 6 of the site plan with more detailed landscaping information included in the vegetative management plan. The plan includes the installation of sixty-six (66) Eastern Red Cedars, one hundred fifty-seven (157) Northern White Cedars, and ninety (90) Green Giant Arborvitae. The previously listed plants will be three-five feet (3'-5') minimum in height. The seed mix will be a Pizzo Economy Prairie Seed Mix or equivalent seed mix as described on Page 14 of the vegetative management plan.

i. Commercial solar energy facility applicants shall provide the results and recommendations from consultations with the Illinois Department of Natural Resources obtained through the Ecological Compliance Assessment Tool (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 consultation was terminated without any specific recommendations.

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. Four (4) threatened or endangered species were in the area, but no impacts were anticipated.

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. This is true. The site is designed around the regulatory floodplain.

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. No potential impacts to State-registered historic sites exists.

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. Additional planting information was included in the site plan. Because of the role that the vegetation will play in stormwater management at the property, WBK Engineering requested, and the Petitioner agreed to provide, annual performance standards and reports to verify these standards for the first five (5) growing seasons.

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. No road use agreement was requested. The permit application from IDOT was provided. The site plan shows one (1) twenty foot (20') wide gravel driveway approximately fourteen feet (14) west of the eastern property line at its closest point to the property line. The existing driveway is approximately thirteen feet (13') wide at its narrowest point.

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. Drain tile study information was provided as part of the stormwater report and a separate aerial was provided. The foundations for the racking will be placed in a manner that minimizes impacts on the drain tile and drain tile will be repaired per the AIMA.

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 Petitioner provided a health and safety study.

The property drains to the south. The Petitioners submitted an application for a stormwater management permit.

On November 19, 2025, WBK Engineering submitted comments regarding the proposal. In particular, WBK requested additional informational clarifying drainage on the property, the addition of drain tiles to additional pages in the site plan, and a more robust vegetative management plan with annual reporting requirements for the first five (5) years after planting and germination. These comments were provided. Subsequent correspondence which led to the revised site plan and vegetative management plan were provided.

Per the site plan, the Petitioner proposes one (1) twenty foot (20') wide access road.

The site plan shows two (2) twelve foot (12') wide sliding vehicular access gates.

Knox box information will be provided to the County.

No permeant parking was proposed.

No lighting was proposed.

Though not shown on the site plan, the Petitioners were agreeable to installing one (1) non-illuminated sign stating emergency contact information along Route 126.

The Petitioner provided a glare study.

The Petitioner provided a property values study. The same firm that prepared the property value study for this proposal also provided the property value study for the solar projects on Simons Road and Ament Road.

No odors were foreseen.

The Petitioner provided a noise study.

If approved, this would be the fifth special use permit for a commercial solar energy facility in unincorporated Kendall County.

The Petitioner has agreed to enter into 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 Petitioners for the proposals on Ament Road, Corneils Road, and Route 71 agreed to a similar agreement, which was provided.

The Findings of Fact for the special use permit were as follows; Chairman Mohr dissented on these Findings:

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 Route 126 will be retained for agricultural use and serve as a buffer to the floodplain. 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 primarily A-1 and A-1 with a special use permit 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 Route 126 and screened 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 secure applicable permits from IDOT and a stormwater management permit. 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. A drain tile survey has been completed and foundation design will work around or reroute any identified drain tiles to ensure proper drainage. Annual reporting for the first five (5) years after planting and germination was included in the vegetative management plan.

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 Village of

Oswego requested the County to deny the special use permit because the proposal could negatively impact the Village's ability to grow and Na-Au-Say Township request that the proposal be denied because of the impact of the proposal on the watershed, the high LESA Score, the request from the Village of Oswego to deny the proposal, the incompatibility of the proposal with the County and Township's plans, and potential disruption of future development along Schlapp Road. The Kendall County Regional Planning Commission recommended approval of the proposal with conditions.

The Findings of Fact for the variance were as follows; Chairman Mohr dissented on these findings:

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 Village of Oswego and the Village of Plainfield. The subject property is on the Village of Oswego's side of the boundary agreement. The Village of Oswego submitted a letter stating they 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 Village of Oswego 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 recommended denial of similar proposals on lands planned to be Rural Residential and because of lack of clarity in State law regarding using the LaSalle and Sinclar Factors in evaluating applications of special use permits for commercial solar facilities, Staff's recommendation is neutral. Assuming that conditions can be imposed on the special use permit, the proposed conditions and restrictions are as follows:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, including performance reporting requirements contained therein, decommissioning plan, and Agricultural Impact Mitigation Agreement.
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. 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.
5. 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.
6. Any structures, included 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.
7. One (1) warning sign shall be placed near the access on Route 126. 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.
8. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.
9. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.
10. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.
11. 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.
12. 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.
13. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

14. 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 Rodriguez made a motion, seconded by Member DeBolt, to recommend approval of Petition 25-22 with the conditions proposed by Staff.

Member DeBolt asked if the Petitioners agreed to the conditions proposed in the special use permit. Kyle Barry, Attorney for the Petitioner, responded that the Petitioner was in agreement with the conditions.

Member Koukol noted that he and the property owner discussed this proposal in person at the beginning of the process. He said that three-phase power would be run down Route 126 because of this project.

Member DeBolt discussed growing crops beneath solar farms.

Member Rodriguez discussed the location of the proposed solar in relation to neighbors. He commended the Petitioners for their presentation at previous meetings.

Discussion occurred regarding the loop road within the development.

The votes were as follows:

Yeas (3): DeBolt, Rodriguez, and Wormley
Nays (0): None
Abstain (1): Koukol
Absent (1): Flowers

The motion carried. The proposal goes to the Kendall County Board on February 17, 2026, on the regular agenda.

NEW BUSINESS:

Approval of a Community Benefits Agreement Between East Schoolhouse Road Community Energy Initiative LLC and Kendall County, Illinois Pertaining to the Solar Project on Property East of 3485 Route 126, Oswego

Mr. Asselmeier summarized the request.

This proposal requires the developer of the solar project east of 3485 Route 126 to pay the County to offset the loss of property tax revenue caused by the development of a solar farm instead of other uses on the subject property.

The developer shall pay the County Fifteen Thousand Dollars ($15,000), the equivalent of approximately Three Thousand Dollars ($3,000) per megawatt, annually. The payment shall increase five percent (5%) every five (5) years. The first payment is due within thirty

(30) days after the project achieves commercial operation and subsequent payments are due by the anniversary of the first payment or on a mutual agreed date.

This proposal has similar terms to the Community Benefit Agreements for the solar projects in the 10000 block of Ament Road, 9000 block of Corneils Road, and 17000 block of Route 71.

Staff recommended approval of the agreement.

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

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 February 17, 2026, on the consent agenda.

Approval of Annual Renewal of Mobile Home Permit at 13443 Fennel Road
Mr. Asselmeier stated the Petitioner's original paperwork got lost in the mail.

Member Rodriguez made a motion, seconded by Member Koukol, to approve the renewal.

The votes were as follows:

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

Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed $125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090
Mr. Asselmeier summarized the request.

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2025, called for the publication of the notice within the first quarter of 2026.

The fee is unchanged from 2025.

Staff recommended approval of the proposal.

Member Rodriguez made a motion, seconded by Member DeBolt, to recommended approval of publishing the notice.

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 February 17, 2026, on the consent agenda.

Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois
Mr. Asselmeier summarized the request.

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires February 27, 2026.

A renewal proposal was provided. Other than dates and changing the address of the County offices, no other changes are proposed.

In 2025, Yorkville conducted twenty-five (25) inspections for the County and the County conducted zero (0) inspections for Yorkville.

The United City of Yorkville will be reviewing the proposal during their meetings in February.

Staff recommended approval of the proposal.

Member Rodriguez made a motion, seconded by Member Koukol, to recommended approval of the Agreement.

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 February 17, 2026, on the consent agenda.

Approval of a Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2025 NPDES – MS 4 Requirements in an Amount Not to Exceed $3,000 Plus Reimbursable Costs (Costs + 10%)
Mr. Asselmeier summarized the proposal.

Kendall County is required to submit an Annual Report to the State as part of the County's National Pollution Discharge Elimination Systems (NPDES) Permit by June 1st of each year.

Historically, WBK Engineering has prepared this document because they already possess most of the information needed to complete the report due to the inspections that they perform on the County's behalf at work sites.

The cost to prepare the 2024-2025 Report is Three Thousand Dollars ($3,000). The cost to prepare the 2023-2024 Report was Two Thousand Eight Hundred Dollars ($2,800). The cost to prepare the 2023-2024 Report was Two Thousand Six Hundred Fifty Dollars ($2,650).

Staff recommended approval of the proposal.

Member Rodriguez made a motion, seconded by Member DeBolt, to recommended approval of the proposal.

The votes were as follows:

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

The motion carried. The proposal goes to the Kendall County Board on February 17, 2026, on the consent agenda.

Approval of a Proposal from WBK Engineering for Work Related to Updating the Kendall County Stormwater Management Plan in an Amount Not to Exceed $20,900
Mr. Asselmeier summarized the proposal.

Kendall County last updated its Stormwater Management Plan in 2012.

The Planning, Building and Zoning Department was planning to update the Plan in FY25-26.

However, on December 15, 2025, the Illinois Environmental Protection Agency conducted an inspection of the County and advised the County that the Plan needed to be updated by August 1, 2026, in order to comply with the County's MS4 Permit.

Also at the December 15th meeting, discussion occurred regarding the County's MS4 jurisdiction. Four (4) townships (Oswego, Bristol, Na-Au-Say, and Kendall) are MS4s. In its Annual Reports, the County had claimed jurisdiction over the entire unincorporated area and this may not be the case. To date, the Department is still waiting to receive clarity from IEPA on the County's area of jurisdiction.

The provided proposal covers planning for the entire unincorporated area. WBK also prepared a quote to plan for the unincorporated area outside of the four (4) MS4 townships. The cost to prepare this plan is Fifteen Thousand, Four Hundred Fifty Dollars ($15,450).

The scope of work for the two (2) proposals is the same with the exception that the proposal to plan for the entire unincorporated area includes related work inside the four (4) MS4 townships.

Staff recommended approval of the larger dollar amount ($20,900) in order to start the process of updating the plan before the August 1st deadline.

Chairman Wormley favored doing the plan covering the entire unincorporated area and asking the four (4) MS4 townships to pay a portion of the costs.

Member DeBolt made a motion, seconded by Member Rodriguez, to recommended approval of the proposal in the amount not to exceed Twenty Thousand, Nine Hundred Dollars ($20,900) with the anticipation that some of the MS4 Townships will contribute financially to the project.

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 February 17, 2026, on the consent agenda.

Follow-Up on Kendall County Regional Planning Commission Annual Meeting
Member DeBolt noted all of the development coming into Kendall County. He discussed expansion of courthouse, Sheriff's Department, Animal Control, and KenCom.

Chairman Wormley discussed the importance of planning and budgeting as the County grows.

Member Rodriguez discussed the information provided by the municipalities. He discucssed the February 10, 2026, ribbon cutting for 504 S. Main Street.

Member Koukol discussed the activities going on in Shorewood and solar projects throughout the County.

2025 County-Wide Building Permit Memos
The Committee reviewed the memos.

OLD BUSINESS:
Short-Term Rental Renewal Update

Mr. Asselmeier provided a list of all of the short-term rentals on the registry. The listed properties renewed placement on the registry for 2026. There are fifteen (15) properties on the registry and one (1) property recently submitted an application to be on the registry.

Special Use Enforcement Update

At the January meeting, the PBZ Department reported that we were working with property owners on Route 71, Boulder Hill Market, Budd Road, Ament Road, Collins Road, and Fennel Road to address these certain special use permit issues. The special use permit issues on the properties at Route 71 and Fennel Road have been resolved. The Department is still investigating the issue at Boulder Hill Market and Collins Road. The owners of the properties on Budd Road and Ament Road continue to work with the County to come into compliance.

The Department will start investigating the list of licensed daycare centers provided by the Circuit Clerk's Office to confirm compliance with applicable zoning regulations.

The property on Collins Road is 2073/2093 Collins Road. The owner is considering revoking the special use permit.

Member Koukol asked about 1038 Harvey Road. The property has a lien and the request for a special use permit was rejected by the County Board.

REVIEW PRE-VIOLATION AND VIOLATION REPORT:

The Committee reviewed the report.

UPDATE FROM HISTORIC PRESERVATION COMMISSION:

Mr. Asselmeier reported that the historic preservation organization meeting will be February 18, 2026, at 5:30 p.m., at the Kendall County Historic Courthouse. Natalia Borowska from the Administration Department will discuss America 250 and Ken Itle will discuss the structure surveys of Seward Township and Na-Au-Say Township.

REVIEW PERMIT REPORTS:

The Committee reviewed the report.

CORRESPONDENCE

None

COMMENTS FROM THE PRESS:

None

EXECUTIVE SESSION

None

ADJOURNMENT:

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

Chairman Wormley adjourned the meeting at 7:45 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, CFM Director

Encs

KENDALL COUNTY
PLANNING, BUILDING, & ZONING COMMITTEE
FEBRUARY 9, 2026

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)
Patrick McCrimmon	[redacted]	
Ken Schneider		
Doug Winsor		
Miriam Schneider		
Nate Bronski		
Danielle Smits		

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

MEMORANDUM

To: Planning, Building and Zoning Committee
From: Matthew H. Asselmeier, AICP, CFM, Director
Date: 2/9/2026
Subject: 2025 Residential Building Permit Information

Staff contacted the municipalities located within Kendall County to obtain their single-family and multi-family building permit information for 2025. A table with this information is below. For those municipalities located in more than one county, only the Kendall County information is provided.

Municipal Residential Construction Information 2025

Municipality	2025 New Construction (Single-Family)	2025 New Construction (Multi-Family)	2024 New Construction (Single-Family)	2024 New Construction (Multi-Family)
Aurora	6 ($3,228,581)	4 ($1,582,080) No Unit Number Provided	0 ($0)	0 ($0)
Joliet	98 ($32,023,000)	62 Units ($13,991,000)	53 ($16,759,000)	10 Units ($2,230,000)
Lisbon	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Millbrook	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Millington	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Minooka	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Montgomery	22 ($3,600,000)	0 ($0)	0 ($0)	0 ($0)
Newark	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Oswego	371 ($85,782,835)	0 ($0)	299 ($62,471,072)	0 ($0)
Plainfield	31 ($6,500,000)	0 ($0)	37 ($7,716,743)	0 ($0)
Plano	1 ($100,000)	0 ($0)	2 ($1,200,000)	0 ($0)
Plattville	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Sandwich	0 ($0)	0 ($0)	2 ($705,000)	0 ($0)
Shorewood	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Yorkville	277 ($44,640,613)	0 ($0)	201 Detached ($36,536,500) 6 Attached ($930,000)	48 Units (Not Provided)
Unincorporated	40 ($24,635,061)	0 ($0)	42 ($31,684,668)	0 ($0)
Total	846 ($200,510,090)	$15,573,080	642 ($158,002,983)	58 Units ($2,230,000)

* Oswego's dollar amount is total residential investment.

2025 Grant Total - $216,083,170 2024 Grand Total - $160,232,983 2023 Grand Total - $219,914,074
2022 Grand Total - $211,675,674 2021 Grand Total - $157,056,114 2020 Grand Total - $163,476,546
2019 Grand Total - $108,042,333 2018 Grand Total - $135,058,319

DEPARTMENT OF PLANNING, BUILDING & ZONING
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MEMORANDUM

To: Planning, Building and Zoning Committee
From: Matthew H. Asselmeier, AICP, CFM, Director
Date: 2/9/2026
Subject: 2025 Commercial and Industrial Building Permit Information

Staff contacted the municipalities located within Kendall County to obtain their commercial and industrial permit information for 2025. A table with this information is below. For those municipalities located in more than one county, only the Kendall County information is provided.

Municipal Commercial and Industrial Construction Information 2025

Municipality	2025 New Construction	2025 Remodel	2024 New Construction	2024 Remodel
Aurora	0 ($0)	0 ($0)	0 ($0)	3 ($162,226)
Joliet	0 ($0)	4 ($357,450)	0 ($0)	2 ($325,000)
Lisbon	3 (Solar Projects)	0 ($0)	0 ($0)	0 ($0)
Millbrook	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Millington	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Minooka	3 ($16,329,807)	0 ($0)	0 ($0)	0 ($0)
Montgomery	1 ($2,940,000)	5 ($1,848,500)	0 ($0)	4 ($1,737,500)
Newark	0 ($0)	0 ($0)	1 ($390,000)	0 (0)
Oswego	4 ($8,076,027)	25 ($5,449,926)	5 ($14,364,500)	34 ($7,895,203)
Plainfield	1 ($52,000,000)	0 ($0)	0 ($0)	0 ($0)
Plano	0 ($0)	10 ($750,000)	0 ($0)	3 ($135,000)
Plattville	0 ($0)	0 ($0)	0 ($0)	0 ($0)
Sandwich	2 ($9,000,000)	2 ($275,000)	1 ($500,000)	0 ($0)
Shorewood	2 ($205,000)	0 ($0)	2 ($658,000)	0 ($0)
Yorkville	8 ($57,860,704)	6 ($8,633,493)	4 ($70,221,108)	16 ($9,923,396)
Unincorporated	7 ($15,045,587)	1 ($11,097,500)	3 ($3,653,090)	1 ($250,000)
Total	31 ($161,457,125)	53 ($28,411,869)	16 ($89,786,698)	63 ($20,428,325)

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Phase II County Office Building Renovations Contingency Reduction #7

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 #7 is **$26,556**. The total available contingency is **$32,031**, which will be reduced to **$5,475** following approval of this contingency reduction.

Background and Discussion:

Phase II Contingency Reduction #7 includes the following revisions: replacement of the single door slab & hardware from the hallway to the boardroom, exterior window cleaning was performed following the exterior brick washing and ADA actuators/closures were provided from Lite Construction in lieu of the CMM Group (glass subcontractor who provided a credit since this work was removed from their scope). In addition, the main entrance on the northeast side was changed to double doors.

Contingency Reduction #7 also includes the cost to add terrazzo base board at the trophy cases outside the Boardroom in lieu of vinyl base and some additional labor to patch the Boardroom carpeting with attic stock where the baseboard heaters were removed. Additional costs include filter changes on (18) fan powered boxes due to the high dust conditions at the end of construction.

The total request for Phase II Contingency Reduction #7 is $26,556 with revised contract amounts as follows. The total available contingency is $32,031, which will be reduced to $5,475 following approval of this contingency reduction.

The overall project remains under budget. Currently, we are estimating future potential contingency reductions to total approximately $50,000. To cover these costs, as part of Contingency Reduction #8, we will transfer funds from the FF&E line item (where we have savings from the furniture purchase) to the Contingency line item.

- Lite Construction Revised Contract Amount $ 2,730,542 ($12,131 increase)
- CMM Group Revised Contract Amount $ 835,439 ($7,636 increase)

- TSI Commercial Flooring Revised Contract Amount $ 609,245 ($4,939 increase)
- Artlip & Sons Revised Contract Amount $ 880,040 ($1,850 increase)

Staff Recommendation:

Review and Approve.

Attachments:

Phase II Contingency Reduction #7

Phase II Contingency Reduction #7 Log Summary

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: Phase Two County Office Building

CONTINGENCY REDUCTION #: CR-007

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

DATE: 1/21/2026
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	
#29 - Labor and material for opening 206B	$1,987.00
#30 - Exterior Window Cleaning	$814.00
#31R2 - ADA actuators	$9,330.00
New Contract Amount $2,730,542	**$12,131.00**
2. CMM GROUP	
Change NE Vestibule Doors to Double Doors	$16,766.00
Reduction of contract allowance	($9,130.00)
New Contract Amount $835,439	**$7,636.00**
3. TSI COMMERCIAL FLOORING	
Added Terrazzo Base @ Trophy Cases	$4,689.00
Additional Board Room Flooring	$250.00
New Contract Amount $609,245	**$4,939.00**
4. ARTLIP & SONS	
COR #03 Filter change on (18) fan powered boxes	$1,850.00
New Contract Amount $880,040	**$1,850.00**
SUB-TOTAL FOR ALLOWANCE REDUCTION:	**$26,556.00**
The Original Contingency was:	$379,611.00
Net Change by previously authorized Contingency Reductions:	$347,580.00
The Contingency prior to this reduction was:	$32,031.00
The Contingency will be decreased by this reduction in the amount of:	$26,556.00
The new Contingency with this reduction will be:	**$5,475.00**
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:	unchanged.

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guarnteed 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 superscede 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

By: _____

Date: 01/28/2026

OWNER:

Kendall County
504 S. Main Street
Yorkville, IL 60560

By: _____

Date: _____

Kendall County
Ph 2 County Office Building
Proposal Request Log
01/26/26

CORDOGAN CLARK
ARCHITECTURE • ENGINEERING • CONSTRUCTION

PR #	Issue Date	Pricing Due	AL W #	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
					Kendall request to remove an infill door opening 206B		**$2,237**	
						Lite Construction	$1,987	
						TSI Flooring	$250	
					Kendall request for exterior window cleaning		**$814**	
						Lite Construction	$814	
					ADA Actuators for main entry		**$9,330**	
						Lite Construction	$9,330	
					Kendall request to increase the door width from a single to a double pair of doors at the main vestibule.		**$16,766**	
						CMM Group	$16,766	
					Reduction of contract allowance		**($9,130)**	
						CMM Group	($9,130)	
					Kendall request for upgrading the wall base underneath the display cases in the second floor lobby		**$4,689**	
						TSI Flooring	$4,689	
					Due to the excessive dust and debris, the filters needed to be changed an additional time than was specified in the contract.		**$1,850**	
						Artlip & Sons	$1,850	
						Total	$26,556	

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Main Street Campus Project Contingency Reduction #1

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 Main Street Campus Project Contingency Reduction #1 is a **credit** of **$43,833**. The total available contingency is **$35,000**, which will be increased to **$78,833** following approval of this contingency reduction as a result of eliminating the monument sign alternate of $77,000.

Background and Discussion:

The Main Steet Campus Project Contingency Reduction #1 includes the following revisions: Elimination of the $77,000 Monument Sign alternate from Lite Construction's contract, labor and materials to replace (2) existing plaza light posts/heads on the North and South sides of the Historic Courthouse and (2) existing parking lot light posts/heads on the West side of the Historic Courthouse.

Contingency Reduction #1 also includes the labor cost to hand dig around the gas line near the trash enclosure and to raise a manhole cover that was found buried during construction. Additional costs include the removal of (180) square feet of sidewalk and to provide (590) square feet of undercutting & back fill where poor soils were found.

The total request for Main Street Campus Project Contingency Reduction #1 is a **credit** of **$43,833**. The total available contingency is **$35,000**, which will be increased to **$78,833** following approval of this contingency reduction as a result of eliminating the monument sign alternate of $77,000.

- Lite Construction — Revised Contract Amount $ 393,587 ($50,413 credit)
- Abbey Construction — Revised Contract Amount $ 364,380 ($6,580 increase)

Staff Recommendation:

Review and Approve.

Attachments:

Main Street Campus Project Contingency Reduction #1

Main Street Campus Contingency Reduction #1 Log Summary

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: Main St. Campus Renovation

CONTINGENCY REDUCTION #: CR-001REV2

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

DATE: 1/23/2026
CONTRACT DATE: 8/20/2025
PROJECT #: 251030

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

The Contract is changed as follows:

1. LITE CONSTRUCTION	
Elimination of the Monument sign removal alternate	($77,000.00)
CO 1 - Labor and Material to replace light poles	$19,635.00
CO 2 - Provide Electricity to the trash enclosure	$2,585.00
CO 3 - Labor and Material to hand dig around gas line for trash enclosure	$3,432.00
CO 4 - Raise manhole cover	$935.00
New Contract Amount $ 393,587	**($50,413.00)**
2. ABBEY CONSTRUCTION	
CO 1 - Remove and replace 180 sf of 5" sidewalk	$3,430.00
CO 2 - Provide 590 sq ft of undercutting to a depth of 12" and backfill with aggregate material	$3,150.00
New Contract Amount $ $364,380	**$6,580.00**

SUB-TOTAL FOR ALLOWANCE REDUCTION:	**($43,833.00)**
The Original Contingency was:	$35,000.00
Net Change by previously authorized Contingency Reductions:	$0.00
The Contingency prior to this reduction was:	$35,000.00
The Contingency will be decreased by this reduction in the amount of:	($43,833.00)
The new Contingency with this reduction will be:	**$78,833.00**
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:	unchanged.

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

By: _____

Date: 01/28/2026

OWNER:

Kendall County
504 S. Main Street
Yorkville, IL 60560

By: _____

Date: _____

Kendall County
Main St. Campus
Contingency Request Log
01/23/26

CORDOGAN CLARK
ARCHITECTURE ▪ ENGINEERING ▪ CONSTRUCTION

COR #	Issue Date	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
01	11/10/25		Tie all site lighting to the Clerk buidling controler and Replace 4 additional light poles to match new style	Lite Construction	$19,635	
02	12/3/25		Provide power feed to trash enclosure location for future use	Lite Construction	$2,585	
03	12/3/25		Hand dig around the gas line	Lite Construction	$3,432	
04	12/9/25		Raise manhole cover	Lite Construction	$935	
01	10/30/25		Remove and replace 180 sf of 5" sidewalk	Abbey Construction	$3,430	
02	11/14/25		Provide 590 sq. ft. of undercuts to a depth of 12" and backfill with aggregate material.	Abbey Construction	$3,150	

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: UPS Replacement Project Contingency Reduction #1

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 the UPS Replacement Project Contingency Reduction #1 is **$4,400**. The total available contingency is **$22,654**, which will be reduced to **$18,254** following approval of this contingency reduction.

Background and Discussion:

The UPS Replacement Project Contingency Reduction #1 includes the cost for a coordination study between the main distribution panel, automatic transfer switch, transformer, electric panels, and the generator breaker at the Clerk's Building to ensure a smooth switchover during power interruptions. The scope of work also includes making the recommended breaker settings and providing a final report.

The total request for the UPS Replacement Project Contingency Reduction #1 is **$4,400**. The total available contingency is **$22,654**, which will be reduced to **$18,254** following approval of this contingency reduction. New contract values are as follows:

- Lite Construction Revised Contract Amount $ 393,587 ($50,413 credit)
- Abbey Construction Revised Contract Amount $ 364,380 ($6,580 increase)

Staff Recommendation:

Review and Approve.

Attachments:

UPS Replacement Project Contingency Reduction #1

UPS Replacement Project Contingency Reduction #1 Log Summary

CONTINGENCY REDUCTION

Owner: ☐
Architect: ☐
Construction Manager: ☐
Contractor: ☐
Field: ☐

PROJECT: UPS Renovations

CONTINGENCY REDUCTION #: CR-001

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

DATE: 12/9/2025
CONTRACT DATE: 8/20/2025
PROJECT #: 251030

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

The Contract is changed as follows:

1. Morse Electric, Inc.
CO1 - Provide Coordination Study on the MDP 480 transformer. $4,400.00

New Contract Amount: $457,475

SUB-TOTAL FOR ALLOWANCE REDUCTION:	**$4,400.00**
The Original Contingency was:	$22,654.00
Net Change by previously authorized Contingency Reductions:	$0.00
The Contingency prior to this reduction was:	$22,654.00
The Contingency will be decreased by this reduction in the amount of:	$4,400.00
The new Contingency with this reduction will be:	**$18,254.00**
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:	unchanged.

NOTE: This Allowance Reduction does not include changes in the Contract Sum, Contract Time or Guarnteed 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 superscede 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

By: _____

Date: 01/28/2026

OWNER:

Kendall County
504 S. Main Street
Yorkville, IL 60560

By: _____

Date: _____

Kendall County
UPS Renovations
Contingency Reduction Log
12/15/25

CORDOGAN CLARK
ARCHITECTURE = ENGINEERING = CONSTRUCTION

COR #	Issue Date	Date App'd	Description	Contractor	Potential Cost Adjustment	Comments
01	12/9/25		Coordination Study between generator and switchgear for Clerk Building to ensure a smooth switchover durning power disruptions.	Morse Electric	$4,400	

$4,400

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Approval of Petition 25-15, Text Amendments to the Kendall County Code Pertaining to Short-Term Rental Zoning Regulation

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-15, a Request from the Kendall County Planning, Building and Zoning Committee for Text Amendments to the Kendall County Code Pertaining to Short-Term Rental Zoning Regulations (Zoning Code and License, Permits and Miscellaneous Regulations)

Previous Board/Committee Review:

Kendall County Regional Planning Commission-Denial (4-4-1) on October 22, 2025

Kendall County Zoning Board of Appeals-Send the Proposal Back to the Planning, Building and Zoning Committee with No Recommendation (4-0-3) on October 27, 2025

The above boards did not review the final proposal.

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on February 9, 2026

Fiscal impact:

N/A

Background and Discussion:

Petition information can be found here, https://www.kendallcountyil.gov/home/showpublisheddocument/33716/639058983110964719.

Staff Recommendation:
Approval

Attachments:

Proposed Ordinance

ORDINANCE NUMBER 2026-_____
TEXT AMENDMENTS PERTAINING TO SHORT-TERM RENTAL ZONING REGULATIONS AND AMENDMENTS TO THE LICENSE, PERMITS AND MISCELLANEOUS REGULATIONS CHAPTER OF THE KENDALL COUNTY CODE PERTAINING TO SHORT-TERM RENTALS

WHEREAS, 55 ILCS 5/5-1059 grants county boards the authority to establish regulations for persons engaged in the lodging of transients; and

WHEREAS, the Kendall County Board desires to establish regulations for persons engaged in short-term rental businesses; and

WHEREAS, Section 36-42 of the Kendall County Code permits the Kendall County Board to approve text amendments to the Kendall County Zoning Ordinance and provides the procedure through which text amendments to the Kendall County Zoning Ordinance are granted; and

WHEREAS, on September 15, 2020, the Kendall County Board adopted Ordinance 2020-17 which established short-term rental regulations in Sections 36-2 and 36-971 in the Kendall County Code; and

WHEREAS, on August 14, 2025, the Kendall County Planning, Building and Zoning Committee, hereinafter be referred to as "Petitioner", voted to initiate text amendments to the short-term rental zoning regulations contained in the Kendall County Code; and

WHEREAS, following due and proper notice by publication in the Kendall County Record on September 4, 2025, the Kendall County Zoning Board of Appeals initiated a public hearing on September 29, 2025, at 7:00 p.m., in the Historic Court House at 110 W. Madison Street in Yorkville, which was continued to October 27, 2025, at the same time and location as the initiated hearing at which the Petitioner's representative presented evidence, testimony, and exhibits in support of the requested text amendments and zero members of the public testified in favor of the request and eight 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 recommended sending the proposal back to the Planning, Building and Zoning Committee without a recommendation of the text amendments on October 27, 2025; 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 forwarded to the Kendall County Board a recommendation of approval of the requested text amendments; and

WHEREAS, the Kendall County Board has considered the recommendations of the Planning, Building and Zoning Committee and 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

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, that the Kendall County Code be amended as follows:

I. Recitals: The recitals set forth above are incorporated as if fully set forth herein.

II. Amended Text: The present definition of the term "Short-term rental" contained in Section 36-2 of the Kendall County Code is hereby amended to read as follows:

"*Short-term rental* means a one (1) family dwelling, two (2) family dwelling, or accessory structure with residentially allowed occupancy permits that are rented for a maximum thirty (30) days. The term "Short-term rental" does not include hotels or motels, lodging houses, group homes, and bed and breakfast establishments."

III. Amended Text: The present language contained in Section 36-971 (a) (15) of the Kendall County Code is hereby amended to read as follows:

"(15) Short-term rentals, which are subject to the conditions in Article IV of Chapter 22 of the Kendall County Code. ~~provided the property is annually registered with the County Planning, Building and Zoning Department.~~"

IV. Amended Text: The following language is added as Article IV of Chapter 22 of the Kendall County Code:

"Article IV SHORT-TERM RENTALS
Sec. 22-148.-Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Short-term rental shall be as defined in the Kendall County Zoning Ordinance.

Applicant as used herein shall be a person who owns or operates a property intended for use as a short-term rental and who submits an application for placement on the Kendall County short-term rental registry.

Sec 22-149.-Registration

(a) All short-term rentals shall be registered annually with the Kendall County Planning, Building and Zoning Department. After thirty (30) days from the effective date of this Article, a property located in the unincorporated areas of Kendall County may not be used as a short-term rental unless approved for placement on the registry with the County as set forth herein.

(b) Applicants for placement on the registry shall submit an application on a form created by the Kendall County Planning, Building and Zoning Department and which shall include the number of bedrooms, size of the bedrooms, number of bathrooms, maximum number of intended occupants, and any other information the Kendall County Zoning Administrator deems reasonably necessary.

(c) As part of the application, the applicant shall provide and keep updated a regularly monitored contact phone number and email that may be distributed to the public and other agencies to address complaints. If this phone number or email changes between renewal periods, the owner/operator of the short-term rental shall notify the Planning, Building and Zoning Department.

(d) As part of the application process and prior to placement on the registry, the applicant shall meet with representatives of the Kendall County Health Department, Planning, Building and Zoning Department, and Sheriff's Office to discuss application procedures and applicable regulations. The Planning, Building and Zoning Department shall assist the applicant in scheduling this meeting.

(e) Prior to approval of an application for placement on the short-term rental registry, the Planning, Building and Zoning Department shall conduct a life safety inspection of the subject property to ensure compliance with all applicable ordinances or codes promulgated by Kendall County or State or Federal statute. The burden is on the applicant to demonstrate compliance with all applicable requirements and suitability for placement on the short-term rental registry. The life safety inspection shall include, but is not limited to the following:

(1) Smoke and Carbon Monoxide Alarms
(2) Emergency Egress
(3) Stairs and Handrails
(4) Electrical and Mechanical Functions
(5) Structural Requirements and Access
(6) Safety Glazing

(f) Failure to pass the life safety inspection would be grounds for denial of placement on the registry or revocation of placement on the registry until compliance with all the requirements is confirmed by a new inspection.

(g) For those properties served by private sewage disposal systems, the private sewage disposal system shall be evaluated by the Kendall County Health Department to determine the capacity of the system and compliance with the Illinois Private Sewage Disposal Code. This evaluation shall occur prior to the placement on the short-term rental registry and when any changes occur to the permit for the private sewage disposal system. If the Health Department determines the system is not in compliance with the Illinois Private Sewage Disposal Code or other applicable law or regulation, the property will not be placed on the County registry until compliance is confirmed by a new inspection.

(h) The maximum number of occupants in the short-term rental shall be set by the number of bedrooms and, if on a private sewage disposal system, the evaluation of the private sewage disposal system. If the short-term rental is on a public sewage system, the maximum occupancy shall be one (1) occupant per fifty (50) square foot of space in each bedroom. If on a private sewage system, the maximum occupancy in the short-term rental shall not exceed the occupancy

for the number of bedrooms for which the private sewer system is sized as set forth in the Illinois Private Sewage Disposal Code, as amended from time to time. (For example, if the short-term rental includes four (4) bedrooms, but the private sewage system is sized for only two (2) bedrooms, occupancy for the short-term rental is limited to four (4) people, the number people that may occupy two bedrooms.) Regardless of sewage disposal system or number of bedrooms, the maximum number of occupants in the short-term rental shall not exceed sixteen (16).

(i) A short-term rental's placement on the County registry must be renewed annually. The owner or operator of the short-term rental must submit a renewal application on the form provided by the County and must submit to an annual life safety inspection as set forth above. When a renewal application is submitted, the County will consider whether any complaints regarding the short-term rental have been filed with the County, the Sheriff's Office, the Kendall County Health Department, or the township in which the short-term rental is located. If any such complaints have been filed, the County may require a meeting with the applicant prior to renewing the short-term rental's place on the County registry. At such meeting, the applicant shall present a compliance plan to prevent future complaints.

Sec 22-150.-Applicability of Other Regulations

(a) Regardless of the zoning district where the short-term rental is located, occupants of the short-term rental shall comply with the noise requirements and prohibitions set forth in the Kendall County Noise Control Ordinance as amended from time to time.

(b) Regardless of the zoning district where the short-term rental is located, the occupants, owners, and operators of the short-term rental shall comply with the requirements and prohibitions set forth in the Kendall County Junk and Debris Ordinance, as amended from time to time.

(c) The use of the short-term rental must at all times be in compliance with all Federal, State, and Local laws and regulations, including the Kendall County Code of Ordinances.

Sec 22-151.-Penalities

(a) The Kendall County Zoning Administrator, or their designee, may remove or suspend any short-term rental from the County registry if it is determined that the owner or operator of a short-term rental has violated, or the use of the short-term rental is in violation of, any of the provisions of this Article, or any provision of the Kendall County Code of Ordinances or any other applicable State or Federal statute.

(b) A person owning or operating a short-term rental without placement on the County registry or continuing to operate a short-term rental after their placement on the registry has been revoked, suspended, or expired may be subject to a fine that shall not exceed One Thousand Dollars ($1,000). Each day a violation under this Article exists constitutes a separate offense.

(c) In addition to other penalties available under this Article, the State's Attorney may institute appropriate actions or proceedings, including seeking injunctive relief, to prevent, restrain, correct, or abate any violation of this Article, or to enjoin the operation of any short-term rental in violation of this Article."

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 17th day of February, 2026.

Attest:

_____	_____
Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Approval of Community Benefit Agreement Regarding the Solar Project East of 3485 Route 126

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of a Community Benefit Agreement Between East Schoolhouse Road Community Energy Initiative LLC and the County of Kendall, Illinois Pertaining to the Solar Project on Property East of 3485 Route 126

Previous Board/Committee Review:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on February 9, 2026

Fiscal impact:

N/A

Background and Discussion:

This proposal requires the developer of the solar project east of 3485 Route 126 to pay the County to offset the loss of property tax revenue caused by the development of a solar farm instead of other uses on the subject property.

The developer shall pay the County Fifteen Thousand Dollars ($15,000), the equivalent of approximately Three Thousand Dollars ($3,000) per megawatt, annually. The payment shall increase five percent (5%) every five (5) years.

The first payment is due within thirty (30) days after the project achieves commercial operation and subsequent payments are due by the anniversary of the first payment or on a mutual agreed date.

This proposal has similar terms as the Community Benefit Agreement for the solar projects in the 10000 block of Ament Road, in the 9000 block of Corneils Road, and the 17000 block of Route 71.

Staff Recommendation: Approval
Attachments: Proposed Agreement

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COMMUNITY BENEFITS AGREEMENT

THIS COMMUNITY BENEFITS AGREEMENT ("Agreement") is made this __ day of _____, 2026, between East Schoolhouse Road Community Energy Initiative LLC, an Illinois limited liability company (the "**Developer**") and the County of Kendall, Illinois, an Illinois body politic (the "**County**") (individually Developer and the County are each a "**Party**" and collectively are the "**Parties**").

WHEREAS, Developer proposes to construct, own and operate a solar farm at parcel 06-09-400-004 and known as the E. Schoolhouse Road Solar Development a commercial solar energy project (the "**Project**") in the County of Kendall, Illinois and Developer has applied to the County for a special use permit for the Project;

WHEREAS, the Project will include a solar photovoltaic system and other ancillary project improvements to be installed in the County;

WHEREAS, Developer desires to participate in and contribute to the well-being of the community;

WHEREAS, by the Agreement, Developer shall provide certain economic benefits to the County in addition to those substantial economic benefits the Project will already provide to the County and its citizens;

WHEREAS, Developer and County agree that this Agreement will provide substantial benefits to the County and its citizens, and will serve to offset any possible increased demand upon County services resulting from the operation of the Project; and

NOW THEREFORE, in consideration of the promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties herby agree as follows:

1. The recitals are adopted and incorporated as material terms of this Agreement.

2. On an annual basis during the commercial operation of the Project, Developer shall contribute the amount of Fifteen Thousand Dollars ($15,000) to the County (the "**Contribution**"), which is approximately $3,000 per megawatt AC of the Project. "Commercial Operation" shall mean the selling of electricity to a third-party purchaser on a commercial basis (excluding the sale of test energy). The first Contribution shall be made within thirty (30) days after the Project achieves commercial operation. Subsequent Contributions shall be made on the yearly anniversary of the first annual payment, or on such other calendar date as the Parties may agree. The Contribution shall increase by 5% every five (5) years.

3. If the County does not approve the special use permit application for the Project, and/or if developer elects not to build the project, then this Agreement shall become null and void, and neither Party shall have any obligations hereunder. This Agreement does not constitute any

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promise or representation on behalf of the County that the County will approve the special use permit application for the Project.

4. Upon termination of the commercial operation of the Project, the Contribution shall cease and this Agreement shall terminate. Developer shall pay the full annual Contribution for any calendar year during which the Project conducts commercial operations.

5. Representations and Warranties of County. County hereby represents and warrants to the Developer as follows as of the date hereof:

i. County has all requisite power and authority to execute this Agreement and perform the obligations set forth in this Agreement. No other consents by any other person or entity are required for County to execute this Agreement or to perform its obligations hereunder.

ii. Assuming due authorization, execution and delivery hereof by the Developer, this Agreement constitutes a legal, valid and binding obligation of County, enforceable against County in accordance with its terms, except as limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar applicable laws relating to creditors' rights generally, and (ii) general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

iii. No trustee, officer, member, employee or member of the governing body of County has any interest, directly or indirectly, in the Developer or any affiliate thereof or the Project.

iv. No officer, member or employee of County and no member of its governing body, and no public official of County who has participated in the review and/or approval of any permits for the Project, or is reasonably likely to participate in any review and/or approval of any permits for the Project, including acting in a voting capacity or advisory role for any authority having jurisdiction over the Project, has any personal or pecuniary interest, directly or indirectly, in this Agreement or the Contribution and otherwise has no conflict of interest that would reasonably give the appearance that such persons would be motivated by a desire for private gain, financial or otherwise, for themselves or others.

v. Neither County, nor any of its respective officers, directors, employees or agents has violated any provision of any applicable federal or state anti-bribery or anti-corruption law and no part of the performance under this Agreement or the Contribution will cause County to violate misconduct, anti-bribery or anti-corruption laws or applicable sanctions, including, but not limited to Illinois Anti-Bribery Act 720 ILCS 5/33-1, and 720 ILCS 5/33-3, and anti-bribery provisions of the Illinois Procurement Code, 30 ILCS 500/50-5.

vi. County acknowledges that the annual Contributions, if such Contributions become due and payable in accordance with the terms hereof, are the only

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payments of such nature to be made directly or indirectly by or on behalf of the Developer or any affiliate thereof to County in respect of the Project. No additional benefit or similar payments are or shall become due or payable to County by or on behalf of the Developer or any affiliate thereof in respect of the Project.

6. Representations and Warranties of the Developer. The Developer hereby represents and warrants to County as follows as of the date hereof:

   i. The Developer is a limited liability Developer organized and existing under the laws of the State of Illinois and qualified to do business in the State of Illinois and has all requisite power and authority to execute this Agreement and perform the obligations set forth in this Agreement. No other consents by any other person or entity are required for the Developer to execute this Agreement or to perform its obligations hereunder.

   ii. Assuming due authorization, execution and delivery hereof by County, this Agreement constitutes a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except as limited by (i) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar applicable laws relating to creditors' rights generally, and (ii) general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

   iii. The Developer has not directly or indirectly been offered or promised any advantage, financial or otherwise from County in exchange for the Contributions. The Contribution, if such Contribution become due and payable in accordance with the terms hereof, is a voluntary payment to County and is not contingent on any action or inaction of County.

7. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, assigns and successors of each party. At the time of any assignment by Developer, Developer shall provide written notice to the County of the name, address, entity type and state of incorporation of the assignee and the name and address of the assignee, and the name and address of the assignee's registered agent in the state of Illinois. In the event Developer assigns the Agreement, Developer shall remain obligated, as principal and not a guarantor, to the County with respect to all of Developer's obligations, duties, liabilities, and commitments under the Agreement, including the obligation to make annual Contribution payments, unless and until the assignee agrees to assume all of Developer's obligations, duties, liabilities, and commitments under this Agreement and the County consents to that assumption by the assignee.

8. This Agreement may be executed in one or more counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

9. Any written communication will be deemed to have been given or made on the day on which it was delivered if it is received before 5:00 p.m. on the day in question or, if such day is not a business day or if such written communication is received after 5:00 p.m., then delivery will be deemed to have occurred on the next following business day. Either Party may from time to time change its address for service hereunder by notice to the other Party. Any notice, request, demand or other instrument which may be required or permitted to be delivered, given or served upon the Party in question, if in writing, and if either delivered by hand or if sent by certified mail (return receipt requested), courier or nationally recognized overnight delivery service mailed, in each case addressed as referenced below:

(A) In the case of County to:

County of Kendall
502 S Main Street
Yorkville IL 60560
Attn: County Clerk

(B) In the case of Developer to:

c/o ECA Solar LLC
[redacted]
Attn: Todd Fryatt
[redacted]

10. Each Party acknowledges having obtained its own independent legal advice with respect to this Agreement and the transaction contemplated hereby to the fullest extent deemed necessary by each Party prior to its execution and delivery. There will be no presumption that any ambiguity in this Agreement and any documents contemplated hereby be resolved in favor of either of the Parties. The execution, delivery and performance by the Parties of this Agreement has been duly authorized by all necessary action and there are no approvals, authorizations, consents, or other action necessary to authorize either Party's execution and delivery of this Agreement.

11. Entire Agreement; Counterparts; Severability. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings, representations or statements between the Parties or their affiliates concerning the subject matter hereof. This Agreement may not be amended except in writing executed by both Parties. This Agreement may be executed in counterparts, including by electronic signature, each of which counterparts shall be an original, but all of which together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties, including by electronic signature, and delivered via email in portable document format (.pdf) to the other Party, it being acknowledged and agreed by the Parties that such scanned counterparts and electronic signatures have the same legal effect for all purposes hereof as manually transmitted counterparts and original signatures. If any provision of this Agreement is

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found to violate any statute, regulation, rule, order or decree of any government authority, court, agency or exchange, the other provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to either Party. Upon such determination with respect to any such provision hereof, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transaction(s) contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

12. This Agreement shall be governed by and be construed in accordance with the laws of the State of Illinois. Any dispute arising from this Agreement shall be adjudicated by the Circuit Court of Kendall County, Illinois.

13. Relationship of the Parties. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Each Party hereby acknowledges and agrees that it shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

14. Non-Discrimination. Developer, 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. Developer, 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. Developer shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.

[SIGNATURES ON FOLLOWING PAGE.]

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

EAST SCHOOLHOUSE ROAD COMMUNITY ENERGY INITIATIVE LLC
an Illinois limited liability company

Signed by:
By: [redacted]
75EEAC7434024D6...

Name: Todd Fryatt

Title: MANAGER

COUNTY OF KENDALL, ILLINOIS,
an Illinois body politic

By: _____

Name: _____

Title: _____

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Approval of to Publish the 2026 Noxious Weed Notice

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Publishing the Annual Noxious Weed Notice in the Kendall County Record at a Cost Not to Exceed $125.00; Related Invoice(s) to Be Paid from the PBZ Legal Publications Line Item 11001902-62090

Board/Committee Review:

Kendall County Planning, Building and Zoning Committee – Approval (4-0-1) on February 9, 2026

Fiscal impact:

The cost is unchanged from 2025.

Background and Discussion:

Kendall County is required by Illinois law to publish a noxious weed notice at least one (1) time per year in a newspaper of general circulation within the County. Kendall County's Noxious Weed Work Plan, adopted in October 2025, called for the publication of the notice within the first quarter of 2026.

Staff Recommendation:

Approval

Attachments:

Proposed Notice

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN PURSUANT TO THE "ILLINOIS NOXIOUS WEED LAW" to the owners, occupants, agents and public officials in charge or control of any land in Kendall County that they are required to control or eradicate all NOXIOUS WEEDS growing upon land under their control prior to the blooming, maturing of seed or other propagating of such weeds.

NOXIOUS WEEDS:

a) Marihuana (Cannabis sativa L.);

b) Giant Ragweed (Ambrosia trifida L.) within the corporate limits of cities, villages, and incorporated towns;

c) Common Ragweed (Ambrosia artemisiifolia L.) within the corporate limits of cities, villages, and incorporated towns;

d) Canada Thistle (Cirsium arvense);

e) Perennial Sowthistle (Sonchus arvensis);

f) Musk Thistle (Carduus nutans);

g) Perennial members of the sorghum genus, including johnsongrass (Sorghum halepense), sorghum almum, and other johnsongrass X sorghum crosses with rhizomes; and

h) Kudzu (Pueraria labata).

NOTICE IS FURTHER GIVEN that if the persons responsible for the control of any lands in Kendall County fail to comply with the provisions of the Illinois Noxious Weed Law the Control Authority of Kendall County or the Department of Agriculture of the State of Illinois will take any necessary action to control or eradicate such weeds and the cost thereof will be assessed against the owner of the land involved. If unpaid for 6 months or longer, such assessment shall become a lien upon the property.

Date at Yorkville, Kendall County, Illinois, this 17th day of February, 2026.
(Month, Year)

Signed: _____

Matt Kellogg
Kendall County Weed Control Authority

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Approval of IGA Between Kendall County and Yorkville for Building Inspection Services

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of an Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois

Previous Board/Committee Review:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on February 9, 2026

Fiscal impact:

N/A

Background and Discussion:

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires February 27, 2026.

A renewal proposal is attached to this memo. Other than dates and changing the address of the County offices, no other changes are proposed.

In 2025, Yorkville conducted twenty-five (25) inspections for the County and the County conducted zero (0) inspections for Yorkville.

The United City of Yorkville will be reviewing the proposal during their meetings in February.

Staff Recommendation:

Approval

Attachments:

Proposed Agreement

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2026-__

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, Kendall County and the United City of Yorkville are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*.; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq*. and 65 ILCS 5/1-1-1, *et seq*.), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 17th day of February, 2026.

Board Chairman Signature: Attest:

_____ _____

Matt Kellogg, Chairman
County Board

Debbie Gillette
County Clerk

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2026

THIS INTERGOVERNMENTAL AGREEMENT ("*the Agreement"*) by and between the County of Kendall, a unit of local government of the State of Illinois ("*Kendall County*") and the United City of Yorkville, Kendall County, Illinois (the "*City*") a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq*. and 65 ILCS 5/1-1-1, *et seq*.), the County and City (collectively referred to as the "*Parties*") are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2.

a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Peter Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

b. The Parties agree that the United City of Yorkville Building Code Official Peter Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as "the home jurisdiction" and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as "the visiting inspector".

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector's assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours' notice when there is a foreseeable need for the other party's inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector's services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction's forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

If to the County: Director
Kendall County Planning, Building & Zoning
504 South Main Street
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
651 Prairie Pointe Drive
Yorkville, Illinois 60560
Fax: 630-553-7264

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) 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 twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: 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 the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, 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 the jurisdiction 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 the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other 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 other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them.

Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits, and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the date below in the United City of Yorkville, Illinois.

County of Kendall, a unit of local government of the State of Illinois	United City of Yorkville, Kendall County, Illinois, a municipal corporation
By: _____	By: _____
Chair, Kendall County Board	Mayor
Date: _____	Date: _____
Attest:	*Attest*:
_____	_____
County Clerk	City Clerk

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Proposed Contract with WBK Engineering for NPDES Annual Report

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2025 NPDES – MS 4 Requirements in an Amount Not to Exceed $3,000 Plus Reimbursable Costs (Costs + 10%)

Board/Committee Review:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on February 9, 2026

Fiscal impact:

Increased Expensed from $2,800 to $3,000

Background and Discussion:

Kendall County is required to submit an Annual Report to the State as part of the County's National Pollution Discharge Elimination Systems (NPDES) Permit by June 1st of each year.

Historically, WBK Engineering has prepared this document because they already possess most of the information needed to complete the report due to the inspections that they perform on the County's behalf at work sites.

The cost to prepare the 2024-2025 Report is $3,000. The cost to prepare the 2023-2024 Report was $2,800. The cost to prepare the 2023-2024 Report was $2,650.

Staff Recommendation:

Approval

Attachments:

Proposed Contract

opportunity number

WBK ENGINEERING

PROPOSAL

Submitted To:	Kendall Co. Planning, Building & Zoning	**Submitted By:**	WBK Engineering, LLC
	807 West John Street		116 W. Main Street Suite 201
	Yorkville, IL 60560-9249		St. Charles, IL 60174
	630-553-4139		(630) 443-7755
Primary Contact:	Matthew Asselmeier, AICP, CFM	**Primary Contact:**	Natalie Paver

PROJECT INFORMATION

Project Name: Kendall County NPDES Annual Report March 2025 - March 2026 Reporting Period

Address:

City / State / Zip

General Location: County-Wide

SCOPE OF SERVICES

○ Cost (Not-to-Exceed) ◉ Lump Sum ○ Time and Materials (T&M)

Task Name: NPDES Annual Report - 2025 - 2026 Reporting Period

Deliverable: Annual Report prepared and submitted to IEPA on behalf of the County. Tasks include review of NOI for performance measures, discussions with County staff, collection of documentation, and preparation of the annual report.

$3,000.00
Task Budget

Budget for Reimbursable Expenses (Cost Plus 10%):

Total Amount Budgeted For All Services Rendered: $3,000.00

☐ Additional Tasks on Following Pages.

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

Natalie Paver	[redacted]	1/29/26
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*

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

   Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

   The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

   The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

   The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

   Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

    It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

    All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

    All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

    Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

    The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

    The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

    The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

    The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

    Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

    The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

    In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

    When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

    Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

27. Payment: Client shall be invoiced once each month for work performed during the preceding period.Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

    Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

    When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

    The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

    When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor’s failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Proposed Contract with WBK Engineering for Stormwater Management Plan Update

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of a Proposal from WBK Engineering for Work Related to Updating the Kendall County Stormwater Management Plan in an Amount Not to Exceed $20,900

Board/Committee Review:

Kendall County Planning, Building and Zoning Committee-Approval (4-0-1) on February 9, 2026

Fiscal impact:

The County budgeted $12,000 in Line Item 131605-66500 to update this Plan.

Background and Discussion:

Kendall County last updated its Stormwater Management Plan in 2012.

The Planning, Building and Zoning Department was planning to update the Plan in FY25-26.

However, on December 15, 2025, the Illinois Environmental Protection Agency conducted an inspection of the County and advised the County that the Plan needed to be updated by August 1, 2026, in order to comply with the County's MS4 Permit.

Also at the December 15th meeting, discussion occurred regarding the County's MS4 jurisdiction. Four (4) townships (Oswego, Bristol, Na-Au-Say, and Kendall) are MS4s. In its Annual Reports, the County had claimed jurisdiction over the entire unincorporated area and this may not be the case. As of the date of this memo, the Department is still waiting to receive clarity from IEPA on the County's area of jurisdiction.

The attached proposal covers planning for the entire unincorporated area.

WBK also prepared a quote to plan for the unincorporated area outside of the four (4) MS4 townships. The cost to prepare this plan is Fifteen Thousand, Four Hundred Fifty Dollars ($15,450).

The scope of work for the two (2) proposals is the same with the exception that the proposal to plan for the entire unincorporated area includes related work inside the four (4) MS4 townships.

Staff Recommendation:

Approval of the larger dollar amount ($20,900) in order to start the process of updating the plan before the August 1st deadline.

Attachments:

Proposed Contract

opportunity number

Proposal

WBK engineering

Submitted To:	Kendall County	**Prepared By:**	WBK Engineering, LLC
	807 W John Street		116 W. Main Street, Suite 201
	Yorkville, IL 60560		St. Charles, IL 60174
			(630) 443-7755
Primary Contact:	Matt Asselmeier	**Primary Contact:**	Greg Chismark

Services

☐ Cost-Not to Exceed ☑ Lump Sum ☐ Time & Materials (T&M)

Task Name: 2026 Stormwater Management Plan Update - Kendall County MS4 Incl. 4-Township MS4

Deliverable: The IEPA revised and updated the requirements under ILR40 on August 1st, 2025. The County is required to modify its Stormwater Management Program (SWMP) and Plan in order to comply with the requirements of IL40 and have until July 31, 2026 to bring their programs into compliance. WBK Engineering will assist Kendall County in the assessment and update of their current SWMP, which is dated February 3rd, 2012.

Primary Tasks include:

1. Data Review and Existing Plan Assessment - The existing SWMP will be reviewed and assessed for deficiencies with the new requirements. Research of the plans of surrounding counties will be performed to determine common regional best management practices.

2. Stormwater Management Plan Update - SWMP document will be updated with identified process changes, regulatory changes, and additional resources. The draft document will be submitted to the County for review and comment. County meetings and Public Outreach is included in this task. Staff comments will be incorporated into the final Draft Document.

3. Final County Board Presentation - The Final Draft document will be presented to the County Board for review and comment. Board and public comments will be incorporated into the Final Document, which will be submitted to the IEPA and posted publicly on the County website.

All tasks will include communication and coordination of Township MS4 responsibilities in coordination with County responsibilities in development of the SWMP.

$20,900.00

Budget

Budget for Reimbursable Expenses (Cost Plus 10%): $0

Total Amount Budgeted For All Services Rendered: **$20,900.00**

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.

Greg Chismark [redacted] 02-04-2026

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*

		Description		Engineer V	ERS IV	ERS II
1	**Data Review**					
	1.1	Review Existing Data (Review existing County SWMP, Data research			4	8
		project managemnet & QA/QC, etc)				
	1.2	Contact Township MS4 for SWMP Coord			4	4
		SUB-TOTAL	**20.0**		**8.0**	**12.0**
		PERCENT			40%	60%
2	**Stormwater Mangement Plan Update**					
	2.1	Identify Update requirements			1	8
	2.2	Draft SWMP Document			4	16
	2.3	Submittal to County and Review Meeting			1	4
	2.4	Public Outreach		6	6	
	2.5	Final SWMP Document			4	16
	2.6	Township MS 4 coordination meetings and data collection		4	8	8
		SUB-TOTAL	**86.0**	**10.0**	**24.0**	**52.0**
		PERCENT		12%	28%	60%
3	**Final County Board Presentation**					
	3.1	Draft Presentation to the County Board & County Meetings		4	10	12
	3.2	Finalize Document with Board & Public Comments			2	8
	3.3	Township MS4 Communication		4	4	
		SUB-TOTAL	**44.0**	**8.0**	**16.0**	**20.0**
		PERCENT		18%	36%	45%
		TOTALS	**150.0**	**18.0**	**48.0**	**84.0**
		PERCENT		12%	32%	56%

EXHIBIT A
HOURS BY TASK

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

   Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer.

   The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

   When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

   It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

   The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

   The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

   Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

    It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

    All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

    All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

    Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

    The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

    The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

    The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

    The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder.

    Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

    The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

    In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

    When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer.

    Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

27. Payment: Client shall be invoiced once each month for work performed during the preceding period.Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

    Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

    When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

    The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

    When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

    The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
3	Kendall		Supplemental	26-00000-00-GM

BE IT RESOLVED, by the Board (Governing Body Type) of the County (Local Public Agency Type) of Kendall County (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of Three Million Eight Hundred Fifty Thousand and 00/100 Dollars ($3,850,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/26 (Beginning Date) to 12/31/26 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County (Local Public Agency Type) of Kendall County (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Debbie Gillette (Name of Clerk) County (Local Public Agency Type) Clerk in and for said County (Local Public Agency Type) of Kendall County (Name of Local Public Agency) in the State of Illinois, 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 Board (Governing Body Type) of Kendall County (Name of Local Public Agency) at a meeting held on 02/17/26 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th (Day) day of February, 2026 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Completed 02/02/26

BLR 14220 (Rev. 12/13/22)

Construction Engineering Services Agreement

ENGINEERING CONSULTANT	
Name	HR Green Inc.
Address	2363 Sequoia Drive – Suite 101
City/State/Zip	Aurora, IL 60506

This Agreement is made and entered into this ____ day of _____, 2026 between Kendall County (hereinafter referred to as "COUNTY") and Engineering Consultant listed above (hereinafter referred to as "ENGINEER") and covers certain professional engineering services in connection with the Project Identification.

PROJECT IDENTIFICATION

Section No.	22-00171-00-DR
Route(s)	Gates Creek at BNSF Railroad Tracks and Mill Road
Termini	Individual Culverts to Constructed under BNSF Tracks and Mill Road
Structure No.(s)	N/A - Gates Creek Culverts (~single 48" RCPs)
Description	Phase III construction engineering services for replacing Gates Creek Culverts at BNSF tracks and Mill Road

ENGINEERING SERVICES & PAYMENT

The ENGINEER Agrees

1. To perform, or be responsible for the performance of, the following basic engineering services for the COUNTY in connection with the proposed improvements herein before described and checked below:
   - a. ☐ Make detailed land surveys as are necessary for the preparation of detailed roadway plans
   - b. ☐ Make stream and flood plain hydraulic surveys, gather stream data, and prepare detailed bridge plans
   - c. ☐ Make subsurface investigations, including soil borings, as required for design of the improvement
   - d. ☐ Perform traffic studies and counts, providing sufficient data for design of the proposed improvement
   - e. ☐ Prepare applicable permits for ACOE, IDNR, IEPA, and others necessary for design of the improvement
   - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, including associated supporting documents
   - g. ☐ Make complete plans, specifications and estimates for proposed improvement, including 5 copies to COUNTY
   - h. ☐ Furnish County with legal descriptions, right-of-way plans, and/or field staking for all proposed acquisitions
   - i. ☐ Assist the County in the tabulation and interpretation of the contractor's proposals
   - j. ☐ Prepare the necessary environmental documents in accordance with procedures adopted by IDOT-BLRS
   - k. ☐ Prepare the Project Development Report when required by the COUNTY
   - l. ☒ Provide construction engineering services

2. The reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the Agreement will be in accordance with current standard specifications and policies of the Illinois Department of Transportation, or those specifications and policies amended by the COUNTY, with the understanding that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the COUNTY.

3. To attend conferences at any reasonable time when requested to do so by representatives of the COUNTY.

4. In the event plans or surveys are found to be in error during construction of the improvement, and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he/she will perform such work without expense to the COUNTY, even though final payment has been received. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this Agreement will be made available, upon request, to the COUNTY without cost and without restriction or limitations as to their use.

6. That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by the ENGINEER and will show the ENGINEER'S professional seal where such is required by law.

7. To submit a Scoping Worksheet, attached hereto and incorporated into this Agreement as Exhibit A. Said worksheet shall provide a breakdown of anticipated basic engineering tasks, work-hour estimates, and summary of tasks and costs to be performed under this Agreement.

The COUNTY Agrees

1. To compensate the ENGINEER for basic engineering services outlined herein at the hourly rates attached hereto and incorporated into this Agreement as Exhibit B, which will be considered payment in full for actual employee time utilized to provide the required services. Said rates included overhead and burden costs plus profit. The upper limit of compensation for the completion of all services required under this Agreement shall not exceed:

$59,745.00

The upper limit of compensation includes all services described above and on the attached Exhibit A, including direct out-of-pocket expenses. For direct out-of-pocket expenses, the ENGINEER will be reimbursed at the actual cost of the item. Any additional services the COUNTY may require beyond those set forth above or on the attached Exhibit A will be charged at the rates identified in Exhibit B, and shall be considered an addition to the upper limit of compensation. The COUNTY shall not provide compensation for any additional services above the upper limit of compensation unless those additional services are pre-approved in writing by the COUNTY.

2. That payments due the ENGINEER for services rendered in accordance with this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq*.). ENGINEER shall provide the COUNTY with a detailed invoice showing all hours worked.

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l, and prior to the completion of such services, the COUNTY shall reimburse the ENGINEER at the attached hourly rates for the services actually rendered prior to such abandonment, but in no event shall the reimbursement exceed the upper limit of compensation.

4. That all reports, plans, surveys, computations, and other information prepared or provided as deliverables to the COUNTY are instruments of service. COUNTY shall not reuse or make modifications to the instruments of service without written authorization by ENGINEER. COUNTY agrees that any unauthorized use or misuse of instruments of service is at COUNTY's sole risk and without liability to the ENGINEER

AGREEMENT PROVISIONS

In the event of a conflict between these Agreement Provisions and any preceding part of this Agreement, the Agreement Provisions shall control. The parties mutually agree to amend and incorporate the Agreement with the following terms:

1. This Agreement may be terminated by the COUNTY upon giving notice in writing to the ENGINEER at their last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the COUNTY all surveys, permits, agreements, preliminary bridge design & hydraulic reports, drawings, specifications, partial and completed estimates and data, if any, from traffic studies and soil surveys and subsurface investigations with the understanding that all such material becomes the property of the COUNTY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 3 of "The COUNTY Agrees." Upon receipt of a termination notice, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. COUNTY shall not be liable for those costs and expenses resulting from ENGINEER's failure to mitigate such losses. Further, COUNTY shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. COUNTY shall not be liable for any other additional payments, penalties and/or early termination charges.

2. The ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability.

3. The ENGINEER agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

4. ENGINEER 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 "Releasees") 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 ENGINEER of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, omissions or misconduct of ENGINEER in its performance under this Agreement.

   Nothing contained herein shall be construed as prohibiting Releasees 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, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq*.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

5. The ENGINEER will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. 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 COUNTY at the address set forth herein.

   Minimum Scope and Limit of Insurance. 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 ENGINEER 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.
   Professional Liability (Errors and Omissions) Insurance: Professional insurance with limit no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.
   If ENGINEER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the broader coverage and/or the higher limits maintained by the ENGINEER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

   Additional Insured Status: 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 ENGINEER 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 ENGINEER'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).

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

   Waiver of Subrogation: ENGINEER hereby grants to 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 ENGINEER may acquire against COUNTY by virtue of the payment of any loss under such insurance. ENGINEER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

   Claims Made Policies: 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, the ENGINEER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

   Verification of Coverage: ENGINEER shall furnish 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 COUNTY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the ENGINEER's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: ENGINEER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ENGINEER shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

6. The ENGINEER certifies that it, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq*. (the Illinois Prevailing Wage Act). ENGINEER further certifies by signing the Agreement that ENGINEER, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has ENGINEER made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

7. The ENGINEER certifies that it, its officers, employees, and agents agree not to commit unlawful discrimination and 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, and all applicable rules and regulations.

8. The ENGINEER and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq*. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq*.

9. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the COUNTY, to: Kendall County Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of ENGINEER, to the name and address provided on the signature page of this Agreement.

11. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

12. COUNTY and ENGINEER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

13. In the event the COUNTY is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of COUNTY's obligations under this Agreement during said fiscal period, the COUNTY agrees to provide prompt written notice of said occurrence to ENGINEER. In the event of a default due to non-appropriation of funds, the parties each have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No penalties and/or early termination charges shall be required upon such termination of the Agreement.

14. The ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to COUNTY's employees and officers at all times.

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. The provisions of this Agreement are for the sole benefit of the COUNTY and the ENGINEER and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

16. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

17. The ENGINEER hereby waives any claim of lien against subject premises on behalf of ENGINEER, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, ENGINEER shall tender to COUNTY a final waiver of lien for all subcontractors and/or suppliers.

18. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with COUNTY. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the COUNTY, its board members, officials, employees, and insurers for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.

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

20. The ENGINEER's and/or COUNTY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

21. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's

inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

22. This Agreement, including all Agreement Provisions, represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

==========

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates provided below.

Executed by the COUNTY of Kendall, a unit of local government of the State of Illinois:

_____ _____

Matt Kellogg, Kendall County Board Chair — Date

ATTEST

_____

Debbie Gillette, Kendall County Clerk

_____

Date

(Seal)

Executed by the ENGINEER:

Engineering Consultant Name / Address

HR GREEN, INC.

2363 Sequoia Drive, Suite 101

Aurora, IL 60506

ATTEST:

By Kevin J. Berry
Signature

Kevin J. Berry, PE
Print Name

Title Area Manager

By
Signature

Matthew Jereb, PE
Print Name

Title Regional Director

==========

EXHIBIT A
SCOPING WORKSHEET

EXHIBIT B
HOURLY RATES

EXHIBIT C
DIRECT COSTS

EXHIBIT A

SCOPE OF SERVICES

For

Gates Creek Culvert Replacement
Construction Engineering Services
Section Number 22-00171-00-DR

Mr. Francis C. Klaas, P.E.
County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560
Phone: 630.553.7616
Facsimile: 630.553.9583

Mr. Kevin Berry, P.E.
Area Manager – Construction

HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
Phone: 630.553.7560

HR Green Project Number: 2602139

February 2, 2026

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8.0 TERMS AND CONDITIONS

This **SCOPE OF SERVICES** is between Kendall County Highway Department (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

In general, this SCOPE OF SERVICES governs the Construction Engineering Services required for the construction of the proposed culverts that will convey Gates Creek under the BNSF tracks and Mill Road, approximately ¼-mile east of Orchard Road. These services will include but are not limited to the following: There is an existing 24-inch culvert and an existing 18-inch culvert under the railroad tracks. Both existing railroad culverts will be abandoned in place and would be replaced with a 48" pipe per the original report. There is an existing 30" pipe under Mill Road that would remain in place and be supplemented with an additional 48" pipe. The improvements will be coordinated with the Burlington Northern Santa Fe Railway (BNSF) and the Village of Oswego. Illinois Commerce Commission (ICC) coordination/oversight is not expected and not included in this SCOPE OF SERVICES.

CLIENT has the authority to administer, review, and approve public roadway projects under the Kendall County Stormwater Ordinance, and a separate Kendall County Stormwater Permit will not be required for this project.

CLIENT's entire project will be funded locally. State and/or Federal funding will NOT be utilized for this project.

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Construction Engineering

A. Contract Progress

COMPANY will be on-site to observe and verify that items being constructed, and materials being utilized are in general conformance with the approved plans and specifications and the IDOT Standard Specifications for Road and Bridge Construction. During major items of work, COMPANY will be on-site on a full-time basis and on a part-time basis for the various other minor preparatory work items. COMPANY will verify that all materials incorporated into this project are IDOT approved, and evidence of material inspection follows the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction.

B. Final Payment Estimate, Punchlist and Project Closeout

COMPANY will measure and document contract quantities, complete payment estimates, and change orders. COMPANY will prepare all change orders and pay estimates following IDOT standards and procedures.

Once substantial completion of the work has been completed by the contractor, COMPANY will review the project and produce a punch-list. The punch-list will be

submitted to the contractor and will contain a detailed list of ancillary work that needs to be addressed before final acceptance of the project.

Project Closeout includes the preparation of final job records. All quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, and field books and records will be indexed and boxed for final submittal. COMPANY will prepare final change orders and final pay estimates.

C. Project Administration, Coordination and Meetings

Project Administration and Coordination will involve the management oversight of the project which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, the CLIENT, and the general contractor. Project coordination work will include:

1. The scheduling of an initial preconstruction meeting with the CLIENT, Utilities, and Railroad to review the overall project and scope of work to ensure that the goals and objectives of the CLIENT will be satisfied.
2. COMPANY will prepare/distribute meeting minutes of all meetings attended which will detail the discussions of attendees along with the action required of the attendees.

3.0 Schedules and Deliverables in this AGREEMENT

The schedule for construction observation will be in accordance with the contractor's approved work schedule. Final Project records will be organized, boxed, and indexed for submission to the CLIENT.

This AGREEMENT is based on man-hours and reimbursables for the (25) Working Day contract duration including project start up, pre-construction activities, submittal reviews, agency coordination, construction duration, documentation and project close out, commencing with COMPANY's receipt of a fully executed AGREEMENT. This schedule shall be equitably adjusted as the construction progresses, allowing for changes or delays in the contractor's schedule beyond the control of COMPANY.

4.0 Items not included in SCOPE OF SERVICES/Supplemental Services

The following items are not included as part of this AGREEMENT:

A. Survey

B. Environmental permitting / coordination

C. QA Material Testing Services

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

None.

6.0 Client Responsibilities

CLIENT will participate in project design reviews and provide written comments.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried hourly rates current at the time the SCOPE OF SERVICES is signed. These salaried hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt.

7.3 Extra Services

Any service required but not included as part of this SCOPE OF SERVICES shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the SCOPE OF SERVICES. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee as detailed in Exhibit B.

Exhibit B (Manhour and Fee Estimate)

Gates Creek Culverts Replacement
Kendall County Highway Department
HR Green Project Number: 2602139

DATE: 02/02/26

Task		Jereb	Berry	Spika			Total	Direct Costs	Total Fee
		Regional Director	Area Manager	Resident Engineer	Construction Tech	Admin			
2.1 Start Up & Preconstruction Meetings		**0**	**2**	**16**	**0**	**0**	**18**	$ 270.00	
Pre-Meetings (2)			2	4			6		$ 1,250.00
Layout and Initial Quantities				12			12		$ 2,220.00
2.2 Construction Observation		**0**	**6**	**216**	**0**	**0**	**222**	$ 2,250.00	
Preliminary Site Activities including Traffic Control Review			1	8			9		$ 1,735.00
On Site for Contract Duration - 25 Working Days			4	200			204		$ 38,020.00
Clean up and Punch-List Activities			1	8			9		$ 1,735.00
									$ -
2.3 Design Revisions & Submittal Reviews		**0**	**2**	**12**	**0**	**0**	**14**	$ -	
Design Changes			2	4			6		$ 1,250.00
Misc Submittals				8			8		$ 1,480.00
2.4 Project Close Out & As-Builts		**0**	**3**	**16**	**0**	**0**	**19**	$ 180.00	
Final Documentation			1	4			5		$ 995.00
Close Out			1	8			9		$ 1,735.00
As-Builts			1	4			5		$ 995.00
2.7 Coordination & Utilities		**0**	**3**	**16**	**0**	**0**	**19**	$ -	
CLIENT, RR & Utility Coordination			3	16			19		$ 3,725.00
							0		$ -
2.9 Administration		**2**	**3**	**0**	**0**	**4**	**9**	$ 100.00	
Monthly Progress Reports, Invoicing and Billing		2	3			4	9		$ 1,805.00
									$ -
Total		**2**	**16**	**260**	**0**	**4**	**282**	**$ 2,800.00**	**$ 56,945.00**
Fee		**$ 600.00**	**$ 4,080.00**	**$ 48,100.00**	**$ -**	**$ 440.00**			
								Grand Total	**$ 59,745.00**

Construction Engineering Assumptions:

1. 25 working days contract
2. Construction Start Up includes Pre-Construction and Site Meeting
3. Construction Engineering anticipated FULL TIME for 25 Working Days at 8 hours per day
4. Punchlist and project close out (1 day)
5. Engineers Estimate of Construction Cost = $829,936
7. Construction Weekly Meetings are not anticipated
8. QA Material Testing not included

EXHIBIT C (DIRECT COSTS)

Gates Creek Culverts Replacement
Kendall County Highway Department
HR Green Project Number: 2602139

DATE: 02/02/26

Direct Costs

Vehicle Rate per Day	$90.000

Activities	Days
Start Up	3
Construction Observation	25
Close Out	2
Total Vehicle Days	30

Subtotal: $2,700.00

QA Material Testing

Rubino Engineering

Subtotal: $0.00

2.9 Administration

Postage Allowance	$	100.00
Subtotal:	**$**	**100.00**

TOTAL: $2,800.00

Preliminary Engineering Services Agreement

ENGINEERING CONSULTANT	
Name	HR Green, Inc.
Address	2363 Sequoia Drive, Suite 101
City/State/Zip	Aurora, IL 60506

This Agreement is made and entered into this 17th day of February 2026 between Kendall County (hereinafter referred to as "COUNTY") and Engineering Consultant listed above (hereinafter referred to as "ENGINEER") and covers certain professional engineering services in connection with the Project Identification.

PROJECT IDENTIFICATION

Section No.	26-00179-01-EG
Route(s)	Plainfield Road (CH 22)
Termini	at Collins Road and at Simons Road/Schlapp Road
Structure No.(s)	None
Description	Preliminary engineering services, including alternatives analysis, for improving intersection safety/operations and drainage.

ENGINEERING SERVICES & PAYMENT

The ENGINEER Agrees

1. To perform, or be responsible for the performance of, the following basic engineering services for the COUNTY in connection with the proposed improvements herein before described and checked below:
   - a. ☒ Make detailed land surveys as are necessary for the preparation of detailed roadway plans
   - b. ☒ Make stream and flood plain hydraulic surveys, gather stream data, and prepare detailed bridge plans
   - c. ☐ Make subsurface investigations, including soil borings, as required for design of the improvement
   - d. ☒ Perform traffic studies and counts, providing sufficient data for design of the proposed improvement
   - e. ☒ Prepare applicable permits for ACOE, IDNR, IEPA, and others necessary for design of the improvement
   - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, including associated supporting documents
   - g. ☐ Make complete plans, specifications and estimates for proposed improvement, including 5 copies to COUNTY
   - h. ☐ Furnish County with legal descriptions, right-of-way plans, and/or field staking for all proposed acquisitions
   - i. ☐ Assist the County in the tabulation and interpretation of the contractor's proposals
   - j. ☐ Prepare the necessary environmental documents in accordance with procedures adopted by IDOT-BLRS
   - k. ☐ Prepare the Project Development Report when required by the COUNTY
   - l. ☐ _____

2. The reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the Agreement will be in accordance with current standard specifications and policies of the Illinois Department of Transportation, or those specifications and policies amended by the COUNTY, with the understanding that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the COUNTY.

3. To attend conferences at any reasonable time when requested to do so by representatives of the COUNTY.

4. In the event plans or surveys are found to be in error during construction of the improvement, and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he/she will perform such work without expense to the COUNTY, even though final payment has been received. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this Agreement will be made available, upon request, to the COUNTY without cost and without restriction or limitations as to their use.

6. That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by the ENGINEER and will show the ENGINEER'S professional seal where such is required by law.

7. To submit a Scoping Worksheet, attached hereto and incorporated into this Agreement as Exhibit A. Said worksheet shall provide a breakdown of anticipated basic engineering tasks, work-hour estimates, and summary of tasks and costs to be performed under this Agreement.

The COUNTY Agrees

1. To compensate the ENGINEER for basic engineering services outlined herein at the hourly rates attached hereto and incorporated into this Agreement as Exhibit B, which will be considered payment in full for actual employee time utilized to provide the required services. Said rates included overhead and burden costs plus profit. The upper limit of compensation for the completion of all services required under this Agreement shall not exceed:

$491,624.17

The upper limit of compensation includes all services described above and on the attached Exhibit A, including direct out-of-pocket expenses. For direct out-of-pocket expenses, the ENGINEER will be reimbursed at the actual cost of the item. Any additional services the COUNTY may require beyond those set forth above or on the attached Exhibit A will be charged at the rates identified in Exhibit B and shall be considered an addition to the upper limit of compensation. The COUNTY shall not provide compensation for any additional services above the upper limit of compensation unless those additional services are pre-approved in writing by the COUNTY.

2. That payments due the ENGINEER for services rendered in accordance with this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq*.). ENGINEER shall provide the COUNTY with a detailed invoice showing all hours worked.

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l, and prior to the completion of such services, the COUNTY shall reimburse the ENGINEER at the attached hourly rates for the services actually rendered prior to such abandonment, but in no event shall the reimbursement exceed the upper limit of compensation.

4. That all reports, plans, surveys, computations, and other information prepared or provided as deliverables to the COUNTY are instruments of service. COUNTY shall not reuse or make modifications to the instruments of service

without written authorization by ENGINEER. COUNTY agrees that any unauthorized use or misuse of instruments of service is at COUNTY's sole risk and without liability to the ENGINEER

AGREEMENT PROVISIONS

In the event of a conflict between these Agreement Provisions and any preceding part of this Agreement, the Agreement Provisions shall control. The parties mutually agree to amend and incorporate the Agreement with the following terms:

1. This Agreement may be terminated by the COUNTY upon giving notice in writing to the ENGINEER at their last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the COUNTY all surveys, permits, agreements, preliminary bridge design & hydraulic reports, drawings, specifications, partial and completed estimates and data, if any, from traffic studies and soil surveys and subsurface investigations with the understanding that all such material becomes the property of the COUNTY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 3 of "The COUNTY Agrees." Upon receipt of a termination notice, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. COUNTY shall not be liable for those costs and expenses resulting from ENGINEER's failure to mitigate such losses. Further, COUNTY shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. COUNTY shall not be liable for any other additional payments, penalties and/or early termination charges.

2. The ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability.

3. The ENGINEER agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

4. ENGINEER 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 "Releasees") 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 ENGINEER of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, omissions or misconduct of ENGINEER in its performance under this Agreement.

   Nothing contained herein shall be construed as prohibiting Releasees 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, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

5. The ENGINEER will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. 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 COUNTY at the address set forth herein.

   Minimum Scope and Limit of Insurance. 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 ENGINEER 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.
   Professional Liability (Errors and Omissions) Insurance: Professional insurance with limit no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.
   If ENGINEER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the broader coverage and/or the higher limits maintained by the ENGINEER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

   Additional Insured Status: 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 ENGINEER 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 ENGINEER'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).

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

   Waiver of Subrogation: ENGINEER hereby grants to 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 ENGINEER may acquire against COUNTY by virtue of the payment of any loss under such insurance. ENGINEER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

   Claims Made Policies: 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, the ENGINEER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: ENGINEER shall furnish 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 COUNTY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the ENGINEER's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: ENGINEER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ENGINEER shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

6. The ENGINEER certifies that it, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq*. (the Illinois Prevailing Wage Act). ENGINEER further certifies by signing the Agreement that ENGINEER, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has ENGINEER made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

7. The ENGINEER certifies that it, its officers, employees, and agents agree not to commit unlawful discrimination and 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, and all applicable rules and regulations.

8. The ENGINEER and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq*. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq*.

9. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the COUNTY, to: Kendall County Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of ENGINEER, to the name and address provided on the signature page of this Agreement.

11. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

12. COUNTY and ENGINEER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

13. In the event the COUNTY is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of COUNTY's obligations under this Agreement during said fiscal period, the COUNTY agrees to provide prompt written notice of said occurrence to ENGINEER. In the event of a default due to non-appropriation of funds, the parties each have the right

to terminate the Agreement upon providing thirty (30) days written notice to the other party. No penalties and/or early termination charges shall be required upon such termination of the Agreement.

14. The ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to COUNTY's employees and officers at all times.

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. The provisions of this Agreement are for the sole benefit of the COUNTY and the ENGINEER and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

16. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

17. The ENGINEER hereby waives any claim of lien against subject premises on behalf of ENGINEER, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, ENGINEER shall tender to COUNTY a final waiver of lien for all subcontractors and/or suppliers.

18. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with COUNTY. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the COUNTY, its board members, officials, employees, and insurers for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.

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

20. The ENGINEER's and/or COUNTY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

21. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities,

fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

22. This Agreement, including all Agreement Provisions, represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates provided below.

Executed by the COUNTY of Kendall, a unit of local government of the State of Illinois:

_____ _____
Matt Kellogg, Kendall County Board Chair — Date

ATTEST

_____
Debbie Gillette, Kendall County Clerk

_____
Date

(Seal)

Executed by the ENGINEER:

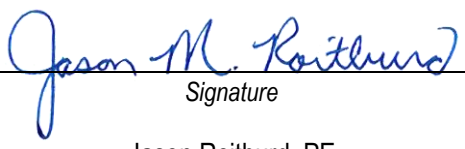
Engineering Consultant Name / Address

HR GREEN, INC.

2363 Sequoia Drive, Suite 101

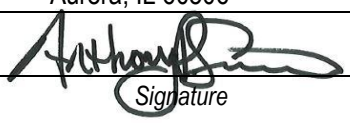
Aurora, IL 60506

ATTEST:

By  — *Signature*

Jason Roitburd, PE — *Print Name*

Title Project Manager

By  — *Signature*

Anthony P. Simmons, PE — *Print Name*

Title Regional Director

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EXHIBIT A
SCOPING WORKSHEET

EXHIBIT B
HOURLY RATES

EXHIBIT C
DIRECT COSTS

EXHIBIT D
SUBCONSULTANT SERVICES

EXHIBIT A

SCOPE OF SERVICES

For

Plainfield Road at Collins Road
Plainfield Road at Simons Road/Schlapp Road
Preliminary Engineering

Mr. Francis C. Klaas, PE
Kendall County Highway Department
6780 Route 47
Yorkville, IL 60560
Phone: 630.553.7616

Anthony Simmons, PE
Regional Director - Transportation
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, IL 60506

HR Green Project No.: 2502624

January 29, 2026

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THIS **SCOPE OF SERVICES** is between THE KENDALL COUNTY HIGHWAY DEPARTMENT (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT intends to improve the Plainfield Road intersections with Collins Road and Simons Road/Schlapp Road to enhance safety and operations. It is assumed that Simons Road and/or Schlapp Road will be realigned to form one (1) combined intersection at Plainfield Road. Prior to advancing the detailed design and the development of construction documents, CLIENT desires to complete a preliminary engineering study to determine the preferred intersection control (traffic signals, roundabout, etc.) and geometrics, which could require realignment of the approach roadways. CLIENT also desires to complete a drainage evaluation along Collins Road, from Morgan Valley Drive to Plainfield Road, to alleviate flooding and correct the substandard shoulders and ditches.

In general, this SCOPE OF SERVICES governs the preliminary engineering services necessary to determine the proposed roadway/drainage improvements and land acquisition needs within the project limits described above. The engineering services will include, but are not limited to, topographic survey; traffic and geometric analyses; drainage evaluation; environmental coordination; utility coordination; and preparation of preliminary engineering plans and exhibits. The detailed design and the development of construction and land acquisition documents are not included in this SCOPE OF SERVICES, but will be part of a subsequent agreement for the Phase II engineering services.

All engineering and construction for this project will be funded 100% locally by CLIENT. As such, coordination with the Illinois Department of Transportation (IDOT) will not be required.

1.2 Design Criteria/Assumptions

COMPANY will apply the following guidelines in the design of the project, including any associated work and ancillary improvements:

A. IDOT Drainage Manual;
B. Kendall County Stormwater Management Ordinance;
C. IDOT Bureau of Local Roads and Streets (BLR) Manual (as applicable); and
D. Manual on Uniform Traffic Control Devices (MUTCD).

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Survey Services

A. Right-of-Way Survey

COMPANY will recover existing right-of-way (ROW) evidence for approximately 10,700 feet (2.03 miles), including 4,500 feet (0.85 miles) along Collins Road, beginning at Morgan Valley Drive and extending 1,000 feet east of the Plainfield Road intersection; 2,000 feet (0.38 miles) along Plainfield Road, extending 1,000 feet north and south of the Collins Road intersection; 2,200 feet (0.42 miles) along Plainfield Road, extending 1,000 feet north of Schlapp Road and 1,000 feet south of Simons Road; and 1,000 feet along both Schlapp Road and Simons Road. COMPANY will calculate the existing

ROW as shown on the existing ROW documents (provided by CLIENT) and/or adjacent recorded plats of subdivision to include on the base map.

COMPANY will not complete a ROW or topographic survey along the roughly 1,300 feet (0.25 miles) segment of Plainfield Road between the intersection surveys as described above. If this segment needs to be surveyed, that scope will be part of the subsequent agreement for the Phase II engineering services.

B. Topographic Survey

COMPANY will complete a topographic survey, which will include the area lying within the existing ROW for the limits described above. Roadway cross-sections will be surveyed at 50-foot intervals and extend to a minimum of 25 feet beyond the existing ROW. The survey will include existing visible features and improvements. Existing utilities will be surveyed from visible flags or markings. Storm sewer, sanitary sewer, and water main structures will be surveyed, including rim and invert elevations, pipe sizes, and direction as observed at unlocked manholes. Trees lying within the limits described above and having a diameter of 6” or greater will be located and referenced within the base map, but the species will not be identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

C. Hydrographic Survey

COMPANY will complete one (1) hydrographic stream survey for use in developing the hydraulic models for the existing and proposed drainage structures, as needed. The hydrographic survey will consist of stream cross-sections at the upstream and downstream faces of the existing culvert, and at distances of 50 feet, 100 feet, 500 feet, and 1,000 feet upstream and downstream. The stream cross-sections will extend 100 feet on either side of the tributary or outside the floodplain, whichever is wider (excluding detention basins). The edges of water surface at the time of survey and the thalweg will be surveyed every 100 feet within these limits. If there is visible evidence of an ordinary high-water mark (OHWM), this will be included in the survey as well. The low entry elevation of residential buildings within the floodplain will also be surveyed.

D. Topographic Survey Base Map

COMPANY will generate a MicroStation/Bentley ORD 2022 drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate. A topographic survey plat will not be provided.

2.2 Traffic and Geometric Alternatives Analyses

COMPANY will develop and analyze control and geometric alternatives for the Plainfield Road intersections with Collins Road and Simons Road/Schlapp Road based on current and anticipated future traffic conditions. The traffic and geometric alternatives analyses will consist of the following tasks:

A. COMPANY, through a vendor, will obtain one (1) 24-hour weekday traffic count at each intersection. The traffic counts will include all turning movements (where applicable)

and classifications of autos, single-unit trucks and multi-unit vehicles. The traffic counts will also produce current Average Daily Traffic (ADT) volumes, which will be utilized to solicit 2050 traffic forecast data from the Chicago Metropolitan Agency for Planning (CMAP).

B. COMPANY will obtain and analyze crash data from IDOT and the Kendall County Sheriff's Office for the purposes of supporting the traffic and geometric analyses at the intersections. An analysis of the crash data for the entire project corridor and a summary of crashes with recommended countermeasures is not needed by CLIENT, and is not included in this AGREEMENT

C. COMPANY will utilize the current turning movement volumes from the traffic count data to estimate the Design Hour Volumes (DHVs) for the intersections in the design year of 2050. As part of this item, COMPANY will develop turning movement diagrams for the AM and PM peak hours for both the existing and design year (2050) traffic, for each intersection.

   There are no imminent developments planned in the vicinity of the project, so trip generation estimates associated with new developments are not included in this SCOPE OF SERVICES.

D. COMPANY will perform existing and no-build (year 2050) capacity analyses for the current, stop-controlled intersection configurations for both the weekday AM and PM peak hours, using the latest version of the Highway Capacity Software (HCS) and/or Synchro.

E. COMPANY will perform design year (2050) capacity analyses for both stop-controlled and signalized intersection configurations with improved geometrics and channelization, for both the weekday AM and PM peak hours, using the latest version of HCS and/or Synchro.

F. COMPANY will perform design year (2050) capacity analyses for converting the intersections to roundabouts for both the weekday AM and PM peak hours, using the latest version of HCS and Sidra.

G. COMPANY will develop up to four (4) geometric alternatives for the Plainfield Road / Collins Road intersection, and up to four (4) geometric alternatives for the combined Plainfield Road / Simons Road / Schlapp Road intersection. Two (2) roundabout alternatives and two (2) non-roundabout alternatives will be developed for each intersection. The geometrics development will include the horizontal alignments, the associated edges of pavement, curb/shoulders, splitter islands, circulating roadways, and center islands, as appropriate.

   COMPANY will prepare an exhibit showing the horizontal layout of each alternative on an aerial base map at a scale of 1"=100' for CLIENT review. Analysis of the various alternatives and selection of a preferred alternative for each intersection will consider safety, capacity/operations, drainage and adjacent property/access impacts, and relative cost.

H. Once CLIENT has selected the preferred alternative for each intersection and approved the horizontal geometrics, COMPANY will develop vertical alignments for the approach roadways and splitter islands/circulating roadways (if necessary) to serve as the

proposed profile grade lines (PGLs) to be used for the design. COMPANY will design the vertical alignments to promote good drainage, while considering impacts to adjacent property and utilities.

I. For CLIENT records, COMPANY will develop an Intersection Design Study (IDS) for each intersection, based on the CLIENT-approved horizontal and vertical geometrics for the preferred alternative. COMPANY will prepare IDS exhibits to show the channelization, capacity analysis results, and general design considerations using the standard IDOT format. Auto turn simulations of the design vehicle will be included with the IDS. Each IDS will be submitted to CLIENT for review and comment or approval. The IDSs will not be submitted to IDOT and, as such, Design Exception forms (BLR 22120) will not be required and are not included in this SCOPE OF SERVICES.

J. COMPANY will compose a technical memorandum summarizing the alternatives analysis. The memorandum will identify the preferred alternative selected by CLIENT and the basis for that selection. The aerial exhibits generated as part of the alternatives analysis will be included in the technical memorandum as part of the appendix.

2.3 Drainage Evaluation

A. Field Tile Study

COMPANY will hire a subconsultant to provide land drainage investigation services for the identification of field tiles that may be intercepted or impacted by the project. As part of the land drainage investigation services, the subconsultant will generally provide the following:

1. Records research and field reconnaissance to locate existing drain tiles.
2. Staking of drain tiles/routes, including size, invert elevation, and condition at 50-foot intervals.
3. Final drain tile mapping on a CAD base map and investigation summary report.

B. Hydraulic Modeling and Report

An unnamed tributary to Morgan Creek crosses Collins Road via metal culvert approximately 2,000 feet west of Plainfield Road, then runs parallel to Collins Road in the north ditch to a drainageway near the west edge of the project. The unnamed tributary is not a regulatory floodplain, though the tributary area to Collins Road is approximately 1.3 square miles, according to StreamStats. Because the existing crossing has over one (1) square mile of tributary area, compliance with the Illinois Department of Natural Resources, Office of Water Resources (IDNR-OWR) Part 3700 Rules will be required to permit the project. Based on the proposed scope of work, it is assumed that the permitting for the replacement structure will be in compliance with IDNR-OWR's Statewide Permit #12, which is self-issuing, so an IDNR-OWR submittal (individual permit) and/or coordination with IDNR-OWR is not required. Compensatory storage for fill in the floodplain also is not required by IDNR-OWR, but is required by Section 403 of the Kendall County Stormwater Ordinance.

The hydraulic modeling used for the design of the replacement structure will be completed with HEC-RAS and the hydrologic modeling will be completed with StreamStats. COMPANY will complete models for the natural, existing, and proposed

conditions. The modeling will be documented in a separate hydraulic report for the unnamed tributary.

COMPANY will assemble a hydraulic report and associated exhibits summarizing the results of the model, which will include a preliminary plan and profile (P&P) exhibit, tributary area exhibits, soil maps, and a Waterway Information Table (WIT) indicating the created head requirements were met. COMPANY will submit the report only to CLIENT, per the above assumption that the replacement structure will comply with IDNR-OWR's Statewide Permit #12.

COMPANY will calculate compensatory storage and develop a grading plan for fill in the floodplain to comply with Section 403 of the Kendall County Stormwater Ordinance, which indicates that incremental storage (0-10 and 10-100) is desired, but not required.

C. Minor Culvert Design

COMPANY will design up to three (3) minor driveway culverts and nine (9) minor crossroad or side street culverts. The design will be completed using the rational method (or StreamStats) and HY-8. Tributary areas will be delineated and the latest ISWS Bulletin #75 rainfall data will be used. An abbreviated summary report will be provided to document the analysis and design of the minor culverts.

D. Proposed Ditch Design

The drainage system will predominantly remain a rural section with conveyance accommodated in open ditches. Ditch capacity will be evaluated for adequacy and any modifications required to accommodate the intersection realignments and/or roadway widening will be incorporated into the design.

E. Inlet Spacing and Storm Sewer Design

If the preferred alternative includes roundabouts, up to two (2) roundabouts will be designed with inlets and storm sewer to drain the interior of the roundabouts. The exterior will be designed with curb openings (or inlets) that drain to adjacent ditches/swales. The storm sewers draining the inlets will be a minimum of 12 inches in diameter and the design will be completed using spreadsheets (IDOT methodology) and ISWS Bulletin #75 rainfall data.

2.4 Environmental Coordination and Permitting

No Federal or State funding will be used for the project. Therefore, the National Environmental Policy Act (NEPA) will NOT apply to the project. The environmental evaluation and coordination will be limited to the environmental resources necessary to obtain a Section 404 permit from United States Army Corps of Engineers (USACE) Chicago District or document that there is no permit required.

The following is a summary of the anticipated involvement for the environmental resource review and the anticipated permitting effort:

A. Threatened and Endangered Species Coordination

Threatened and Endangered (T&E) species will be addressed through the IDNR's Ecological Compliance Assessment Tool (EcoCAT). The EcoCAT submittal will be for consultation purposes and will address State-listed species. Section 7 consultation for

Federally listed species will be coordinated through the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC). There are no structures in the project corridor that are large enough to require completion of the IDOT Bridge Bat Assessment form.

B. Wetland Evaluation and USACE Coordination

The existing roadside is primarily manicured grass and farm fields with roadside ditches. The USFWS National Wetland Inventory (NWI) mapping shows the unnamed tributary to Morgan Creek. Several farmed wetlands are apparent immediately adjacent to the roadway corridors. An aquatic resource delineation is included in this SCOPE OF SERVICES to verify the mapped NWI resources and other potential aquatic resources within project limits.

1. COMPANY will complete a delineation of aquatic resources, including wetlands, within project limits. This will include a differentiation of wetlands, streams and wetland ditches.
2. The delineation and report will be prepared in accordance with the current USACE methodology and conducted during the growing season.
3. The delineation will include a Floristic Quality Assessment using the latest Chicago District calculator to obtain an FQI and C-Value in accordance with USACE Chicago District requirements.
4. The delineation report will include an aerial photograph with the data points and aquatic resource boundaries clearly labeled.
5. Aquatic resources boundaries will be recorded using GPS units with sub-meter accuracy.
6. Stream indicators, if present, including an ordinary high-water mark, defined bed and banks, sediments sorting and other features will be recorded in the field and streams will be identified and classified as ephemeral, intermittent, or perennial.

COMPANY will also complete a Farmed Wetland Determination using methods outlined in the 2010 National Food Security Act (FSA) Manual. COMPANY will review FSA aerial photos for wetland signatures in normal precipitation years, investigate the presence of National Wetlands Inventory Polygons and mapped hydric soil units, and describe if areas meet Farmed Wetland Determination criteria in a sufficient number of years to be classified as Farmed Wetlands. This will be a fully desktop effort using publicly available data. Wetland polygons, if present, will be digitized in CAD or GIS format for wetland impact estimates, if any.

COMPANY will prepare an aquatic resource delineation report to document the delineation findings and evaluate the potential for impacts based on the preliminary design project limits.

COMPANY will prepare and submit to USACE a request for an Approved Jurisdictional Determination (AJD) using form LRC 10. It is anticipated that the response may be that the project is applicable to Nationwide Permit (NWP) #14 as a non-reporting Pre-Construction Notice (PCN or permit application). A full, USACE Section 404 Joint Application PCN submittal is not included in this SCOPE OF SERVICES. Any

coordination or permitting documentation required by the Kendall County Stormwater Ordinance will be provided to CLIENT.

C. Cultural Resources

Cultural resources will be documented using the IDNR Historic and Architectural Resources Geographic Information System (HARGIS) database. A memo will be prepared and used as supporting documentation for the USACE coordination.

D. Special Waste

Regulatory databases will be reviewed for the purpose of providing information to the contractor for coordinating disposal at a Clean Construction and Demolition Debris (CCDD) facility. This review will be utilized to support the contract document preparation in Phase II. COMPANY will conduct a site investigation to inspect the project area for potential indicators of impacted soil, including dumping, stressed vegetation or discolored soil.

COMPANY will complete a database review to document the presence (or absence) of any sites that would be considered a recognized environmental condition (REC) or potentially impacted property (PIP). This review will be documented in a memorandum for the project file. This information will also be used to support the specification of IEPA form LPC-662 or LPC-663 to be completed and used by the contractor.

Due to the limited development in the area, it is anticipated that a full Preliminary Environmental Site Assessment (PESA) and a Preliminary Site Investigation (PSI) will not be warranted. As part of the Phase II contract documents, COMPANY will include a special provision placing the responsibility for collection of all soil samples, analysis, and preparation of the LPC-662 or LPC-663 form on the contractor. These tasks will not be performed by COMPANY and, as such, are not included in this SCOPE OF SERVICES.

2.5 Preliminary Engineering

A. Utility Outreach

COMPANY will coordinate with any utility companies found to have facilities located within the vicinity of the project limits. An initial request will be made via a JULIE locate request (design-stage ticket). COMPANY will then request from all named companies via the results of the JULIE request that these utility companies provide any available maps and/or plans of existing facilities for placement into the CAD base map for the design.

B. Preliminary Engineer's Opinion of Probable Cost (EOPC)

COMPANY will develop a planning level EOPC for the preferred/selected intersection alternatives to confirm the preliminary design is consistent with CLIENT's budget expectations, prior to advancing to detailed (Phase II) design.

C. Right-of-Way Analysis

COMPANY will prepare preliminary (top surface only) cross-sections representative of the proposed horizontal geometry, vertical profile, and typical section for the preferred/selected intersection alternatives. These cross-sections will also reflect the

proposed drainage design required to meet capacity needs in the ditches, relocation of the ditch lines due to proposed roadway realignment, and the grading impacts due to the proposed driveway modifications and any new/extended culverts.

The cross-sections will be analyzed to determine the preliminary ROW (fee simple, permanent easement, and/or temporary easement) needed to construct the proposed improvements. ROW exhibits will be prepared and provided to CLIENT for review/concurrence and CLIENT's use in coordinating and/or negotiating with adjacent property owners.

D. Preliminary Plans

COMPANY will prepare preliminary plan sheets, consisting of Typical Sections (existing and proposed), Plan and Profiles (at scale 1 inch = 50 feet), and cross-sections (top surface only) and assemble them for submittal to CLIENT. Preliminary plans are defined as approximately a 30% level of completion. COMPANY will coordinate with CLIENT to identify opportunities for enhancement and potential pitfalls, and to gain general concurrence from CLIENT. COMPANY will not perform any revisions to the preliminary plans deliverable but rather will incorporate the changes into the effort for final design and preparation of the contract documents. The final design and preparation of contract documents are not included in this SCOPE OF SERVICES, but will be part of a subsequent agreement for the Phase II engineering services.

E. Utility Coordination

COMPANY will submit the preliminary plans to the utilities located within the ROW for the assessment of conflicts and any potential adjustments/relocations. COMPANY will subsequently coordinate conflicts and resolutions with the utility companies. COMPANY will also develop and maintain a Utility Conflict Chart for tracking conflicts and utility company progress related to addressing them.

2.6 Meetings and General Coordination

A. Meetings

Two (2) persons from COMPANY will attend the following (all meetings are assumed to be in-person):

1. Two (2) meetings with CLIENT to discuss the plan in progress and/or any CLIENT review comments periodically throughout the project.
2. Four (4) coordination meetings at CLIENT office with third party agencies (i.e., the Village of Oswego, utility companies, etc.) to discuss the proposed project.

Each item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

B. Field Checks

Four (4) persons from COMPANY will attend one (1) field check of the project corridor to become familiar with existing conditions and identify any unique design considerations not readily discernable from Google imagery or the survey data.

C. General Coordination

COMPANY will conduct general coordination throughout the duration of the project with CLIENT. This item includes, but is not limited to: letters, telephone, e-mail correspondence, and filing of information. Additional coordination will be provided on an as-needed basis with CLIENT's land acquisition consultant and/or adjacent property owners, at the direction of CLIENT.

2.7 Quality Assurance and Quality Control

COMPANY will provide Quality Assurance and Quality Control (QA/QC) in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection and rating of subconsultants, and monitoring of deliverables.

2.8 Project Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

3.0 Deliverables and Schedules Included in this SCOPE OF SERVICES

3.1 Deliverables

The following deliverables will be generated for this project and are included in this SCOPE OF SERVICES:

A. Alternatives Analysis Summary Memo and Aerial Exhibits;
B. Two (2) IDSs;
C. Field Tile Map and Summary Report;
D. Hydraulic Report for Unnamed Tributary;
E. Minor Culvert Summary Report;
F. Aquatic Resources Delineation Report;
G. USACE Request for AJD;
H. Cultural Resources Memo;
I. Special Waste Memo;
J. Preliminary EOPC;
K. ROW Exhibits;
L. Preliminary Plans (Typical Sections, Plan and Profiles and Cross-Sections); and
M. Utility Conflict Chart.

For the purposes of this SCOPE OF SERVICES, it has been assumed that all deliverables will be electronic and no hard copies will be provided, unless otherwise noted.

3.2 Schedule

This SCOPE OF SERVICES is based upon an assumed project duration of six (6) months, commencing with COMPANY's receipt of written Notice to Proceed from CLIENT. This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities having jurisdiction over the project. This

schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY. An estimated timeline of milestones is as follows:

A. Contract Executed – February 17, 2026
B. Notice to Proceed – February 18, 2026
C. Survey Complete – April 30, 2026
D. Alternatives Analysis Complete – June 30, 2026
E. Preliminary Engineering Complete – August 31, 2026

4.0 Items not included in SCOPE OF SERVICES/Supplemental Services

The following items are not included as part of this SCOPE OF SERVICES:

A. Plat of Survey/Topography;
B. ROW/Easement Plats and/or Legal Descriptions;
C. Geotechnical Engineering Services;
D. Environmental Survey Request (ESR);
E. Socio-economic Analysis, Environmental Justice Evaluation;
F. Air Quality Analysis, Traffic Noise Analysis;
G. Species and Habitat Surveys (including Bridge/Bat Assessment Form);
H. Existing Tree Species Identification Survey/Inventory;
I. NEPA Conformance;
J. IDNR Historic Preservation Division Coordination (SHPO Coordination);
K. Illinois Department of Agriculture (IDOA) Coordination;
L. Natural Resource Conservation Service (NRCS) Coordination;
M. Wetland Impact Evaluation (WIE) Form;
N. Water Quality Analysis, Pollutant Loading Analysis, Antidegradation Analysis;
O. Special Lands Reports and Coordination (Section 4(f), Section 6(f), OSLAD);
P. PESA, PSI, Special Waste Sampling, Analysis, LPC Forms, Clearances;
Q. USACE Joint Application and/or Section 404 Individual Permit;
R. IDNR-OWR Individual Permitting and/or Coordination;
S. Project Development Report (PDR);
T. Public Involvement, Public Information Meeting, Community Advisory Group;
U. Land Acquisition Services (Appraisals, Review Appraisals, Negotiations);
V. Coordination with IDOT and/or FHWA;
W. Preparation of Contract Documents (Plans and/or Specifications);
X. Preparation of Contractor Bid Documents and Contractor Bid Review;
Y. Attendance at the Bid Opening and Pre-construction Meeting; and
Z. Construction Layout and Construction Observation.

Supplemental services not included in the SCOPE OF SERVICES can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

The traffic counts will be provided by Quality Counts of Pasadena, CA (see Exhibit D1).

The land drainage investigation services will be provided by Huddleston McBride Land Drainage Services of Rochelle, IL (see Exhibit D2).

6.0 Client Responsibilities

CLIENT will furnish and/or facilitate the furnishing of any available existing plans within the project limits, and any other available studies and/or development reports relevant to the project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried hourly rates current at the time the SCOPE OF SERVICES is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt.

7.3 Extra Services

Any service required but not included as part of this SCOPE OF SERVICES shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the SCOPE OF SERVICES. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Time and Materials Not to Exceed, as detailed in Exhibit B.

Exhibit B (Manhour and Fee Estimate)
Plainfield Road at Collins Road and Plainfield Road at Simons/Schlapp Roads
Kendall County Highway Department
HR Green Project Number: 2503722

DATE: 01/29/26

Task	SHEETS	Simmons Regional Director	Roitburd PM	Guzman SE II	LaDieu Senior PM	McCaslin Lead Env. Planner	Bicking Senior PM	Moncayo SE II	Folz Staff Scientist II	Yelton Lead Engineer	Dobrosavljevic Group Leader	McCombs PLS II	Sieloff SLS II	Miller Design Tech III	McCurley PC Analyst I	Total	Direct Costs	Total Fee		
2.1 Survey Services		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**152**	**128**	**0**	**0**	**288**	$ 694.00		$ 50,533.91	288
Right-of-Way Survey												24				24		$ 4,786.01		
Topographic Survey												40	112			152		$ 23,134.21		
Hydrographic Survey												16	16			32		$ 5,356.03		
Topographic Survey Base Map											8	72				80		$ 16,563.65		
Plats and Legals (deferred to Phase II)																0		$ -		
2.2 Traffic and Geometric Alternatives Analyses		**76**	**178**	**296**	**0**	**0**	**0**	**0**	**0**	**122**	**0**	**0**	**0**	**240**	**0**	**912**	$ 2,420.00		$ 164,977.93	912
Obtain/Review Traffic Data										8						8		$ 1,675.60		
Obtain/Review Crash Data										8						8		$ 1,675.60		
Design Year Traffic Projections & Volume Diagrams (2 Intersections)			4							12						16		$ 3,390.81		
Existing and No Build HCS/Synchro Capacity Analyses (2 Intersections)			4							12						16		$ 3,390.81		
Proposed HCS/Synchro Capacity Analyses - Stop Control (2 Intersections)			2							6						8		$ 1,695.41		
Proposed HCS/Synchro Capacity Analyses - Signals (2 Intersections)			4							12						16		$ 3,390.81		
Proposed HCS/Sidra Capacity Analyses - Roundabouts (2 Intersections)			4							12						16		$ 3,390.81		
Horizontal Geometrics - Up to 4 Alternatives (2 Intersections)		40	80	160										120		400		$ 68,857.60		
Horizontal Geometrics - Aerial Exhibits at 1" = 100' (8 Alternatives)		8	16	16										24		64		$ 11,509.31		
Vertical Geometrics (2 Intersections)		8	16	40										16		80		$ 13,833.63		
Intersection Design Studies (2 Intersections)		16	40	80						24				80		240		$ 40,862.86		
Alternatives Analysis Summary Memo		4	8							28						40		$ 8,884.67		
2.3 Drainage Evaluation		**0**	**28**	**32**	**0**	**0**	**88**	**268**	**0**	**0**	**0**	**0**	**0**	**40**	**0**	**456**	$ 18,885.00		$ 96,760.66	456
Coordinate/Review Field Tile Study			2		10		4	4								8		$ 1,655.21		
Hydraulic Modeling and Report (Unnamed Tributary)			4				24	80						12		120		$ 20,329.88		
Minor Culvert Design (12 max and summary report)			4				24	80						12		120		$ 20,329.88		
Proposed Ditch Design			16	24			32	80						8		160		$ 28,000.23		
Inlet Spacing			4	8			4	24						8		48		$ 7,560.48		
2.4 Environmental Coordination and Permitting		**0**	**6**	**0**	**72**	**48**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**10**	**0**	**168**	$ 1,045.25		$ 36,971.50	168
Threatened and Endangered Species Coordination (EcoCAT and IPaC)			2		10											12		$ 3,162.84		
Aquatic Resource Evaluation and USACE Coordination					16	48			32					4		100		$ 18,553.22		
Cultural Resources (HARGIS Review and Memo)					6									2		8		$ 1,901.73		
Special Waste Review (and Memo)			4		40									4		48		$ 12,308.46		
2.5 Preliminary Engineering		**40**	**86**	**156**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**276**	**0**	**558**	$ -		$ 90,453.59	558
Utility Outreach (includes JULIE ticket and drafting into CAD base map)			2	2										16		20		$ 2,859.47		
Preliminary EOPC*		4	8	16										12		40		$ 6,885.76		
ROW Analysis and Exhibits (Double Pane @ 1" = 50') - 12 hours/sheet	5	8	16	16										20		60		$ 10,974.81		
Preliminary Plans																				
Typical Sections - 10 hrs/sheet	4	4	8	16										12		40		$ 6,885.76		
Plan and Profiles (1" = 50') - 12 hrs/sheet	9	8	20	40										40		108		$ 17,918.03		
Preliminary Cross Sections/3D Model - 200 Sections @ 1.25 hrs/xsec**	50	16	24	50										160		250		$ 38,774.74		
Utility Coordination																				
Utility Coordination and Conflict Chart			8	16										16		40		$ 6,155.02		
2.6 Meetings and General Coordination		**20**	**32**	**16**	**2**	**0**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**76**	$ 174.00		$ 17,436.88	76
Plan Progress/Review Meetings at CLIENT (2 @ 2 hours, 2 persons)		2	4	2												8		$ 1,792.80		
Agency Coordination Meetings (4 @ 2 hours, 2 persons)		4	8	4												16		$ 3,585.61		
Field Checks (1 @ 4 hours, 4 persons)		4	4	4				4								16		$ 3,273.75		
Meeting Preparation (6 @ 2 hours)		3	6	3												12		$ 2,689.21		
Meeting Minutes (6 @ 2 hours)		3	6	3												12		$ 2,689.21		
General Coordination (6 months @ 2 hours/month)		4	4		2		2									12		$ 3,232.30		
2.7 Quality Assurance and Quality Control		**56**	**0**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	$ -		$ 24,251.29	80
QA/QC - Drainage							24									24		$ 6,537.93		
QA/QC - Roadway		48														48		$ 15,182.88		
Constructability Reviews		8														8		$ 2,530.48		
2.8 Project Administration		**16**	**6**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**30**	**52**	$ 500.00		$ 10,238.41	52
Project/Staffing Plans and Accounting Setup		4													12	16		$ 2,609.78		
Document Management (6 months @ 2 hours/month)			6												6	12		$ 1,988.38		
Staff, Budget, Cost Control and Tracking (6 months @ 2 hours/month)		6													6	12		$ 2,570.13		
Monthly Progress Reports, Invoicing and Billing (6 months @ 2 hours/month)		6													6	12		$ 2,570.13		
Total		**208**	**336**	**500**	**74**	**48**	**114**	**272**	**32**	**122**	**8**	**152**	**128**	**566**	**30**	**2,590**	$ 23,718.25	$ 467,905.92	$ 491,624.17	2,590
Multiplier Rate		$ 316.31	$ 219.35	$ 141.39	$ 272.41	$ 211.75	$ 272.41	$ 141.39	$ 109.25	$ 209.45	$ 275.70	$ 199.42	$ 135.34	$ 133.62	$ 112.04					
Fee		$ 65,792.48	$ 73,702.32	$ 70,694.02	$ 20,158.62	$ 10,164.15	$ 31,055.17	$ 38,457.55	$ 3,495.95	$ 25,552.94	$ 2,205.63	$ 30,311.39	$ 17,322.90	$ 75,631.48	$ 3,361.34					
																	Grand Total	$ 491,624.17		

* Includes tabulating and checking of quantities.
** Cross-sections provided at 50-foot intervals with additional cross-sections provided at driveways, culverts, and any other locations deemed to be critical to the design.

Assumptions:
1. Project limits for topographic survey and design are assumed to be 1,000' in length along each leg of each intersection, except the limits on the west leg of Collins Road extend to Morgan Valley Drive (~3,500' from Plainfield Road), so 10,700' total.
2. Survey along the segment of Plainfield Road between the intersection surveys (as defined in #1) is not included in this agreement.
3. All geotechnical and electrical engineering (lighting) services will be deferred to the Phase II agreement.
4. Up to five (5) utilities will need to be drafted into the CAD base file at 4 hours/utility (ComEd, Nicor, AT&T, Comcast and TBD).
5. Plan and Profile sheets to display 1,300 to 1,500 (max) feet of roadway each.
6. Cross-section sheets to display up to four (4) cross-sections each.
7. Overall six (6) month project duration assumed.

EXHIBIT C (DIRECT COSTS)

Plainfield Road at Collins Road and Plainfield Road at Simons/Schlapp Roads
Kendall County Highway Department
HR Green Project Number: 2503722

DATE: 01/29/26

2.1 Survey Services

Mileage Rate: $0.900

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	30	22

Mileage: $594.00

Title Commitments (XX parcels @ $750)	$	-
Document Copy Fees	$	-
Survey Monumentation: 25 rebar with cap/lath x $4 each	$	100.00
Mylars (In-house)	$	-

Subtotal: $694.00

2.2 Traffic and Geometric Alternatives Analyses

Traffic Counts (Quality Counts) $ 2,420.00

Subtotal: $2,420.00

2.3 Drainage Evaluation

Field Tile Investigation (Huddleston McBride) =	$	18,885.00
IDNR-OWR 3700 Individual Permit without Public Notice =	$	-
Hydraulic Report Printing Costs ($100 per report) =	$	-

Subtotal: $18,885.00

EXHIBIT C (DIRECT COSTS)

Plainfield Road at Collins Road and Plainfield Road at Simons/Schlapp Roads
Kendall County Highway Department
HR Green Project Number: 2503722

2.4 Environmental Coordination and Permitting

Mileage Rate: $0.725

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	30	3

Mileage: $65.25

EDR Database Report (special waste review)	$	700.00
IDNR - EcoCat	$	280.00

Subtotal: $1,045.25

2.5 Preliminary Engineering

Printing Costs (bond) = $0.45 per square foot (sq. ft.)
Reduced Sheets (11"x17") = 1.3 sq. ft.
Full-Size Sheets (22"x34") = 5.2 sq. ft.
Full-Size Mylar Sheets = $7.50 each

Total Number of Sheets = **63**

Preliminary Submittal

	CLIENT	IDOT	USACE	Utilities	Total
Reduced Size Exhibits					0

Subtotal: $0.00

2.6 Meetings and General Coordination

Mileage Rate: $0.725

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Client	30	6
HRG (Aurora) to Project Site	30	2

Mileage: $174.00

Subtotal: **$174.00**

2.8 Project Administration

Postage Allowance $ 500.00

Subtotal: **$500.00**

TOTAL: $23,718.25

ESTIMATE

TRUE DATA TO IMPROVE MOBILITY

DET:IL

BILL TO : HR Green
8710 Earhart Lane SW
Cedar Rapids,IA 52404
(800) 728-7805

CLIENT PROJECT # :2503722 ESTIMATE DATE : 1/21/2026 ORDER DATE : 1/21/2026

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
174234	Plainfield Rd at Collins Rd	PWP	Ted Yelton

QTY	DESCRIPTION	RATE	TOTAL
1	**Standard-Turn Count**	$840.00	$840.00
	1 Location(s) for time period(s): 12:00 AM -- 12:00 AM-(Midweek) - 24 Hrs.		
	-Plainfield Rd--Collins Rd, Oswego, IL		
1	**Large-Turn Count**	$1,580.00	$1,580.00
	1 Location(s) for time period(s): 12:00 AM -- 12:00 AM-(Midweek) - 24 Hrs.		
	-Plainfield Rd--Schlapp Rd/Simons Rd, Oswego, IL		
		TOTAL	$2,420.00

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts
P.O. Box 104675
Pasadena, CA 91189-4675

Women Owned Small Business (WOSB)

Huddleston McBride Services, LLC
Lindsey R. Dixon, President
9504 East Fowler Rd., Rochelle, Il., 61068
Rudy Dixon, Operations, M. 618-559-2260
Email rdixon@huddlestonmcbride.com

PROPOSAL

Anthony Simmons, P.E.
HR Green
2363 Sequoia Drive, Suite 101
Aurora, IL 60506

Date :	**January 23, 2026**
Prop :	**26131**
Terms:	**Net 30 Days**
Proposal Expiration:	**30 days**

>> **RE: LAND DRAINAGE INVESTIGATION SERVICES PROPOSAL**

LOCATION: **Collins, Schlapp and Simons Rd (8,000 L.F.±, 1000 L.F. Each Direction of Intersections)**

Thank you for the opportunity to submit the attached Mainline Drain Tile Investigation *Letter of Agreement* for your consideration.

Following is a brief summary outlining investigation services which shall be completed in accordance with Kendall County typical standards and procedures for the subject property located at Sections 27, 28, 33 & 34, Oswego Township, Kendall County, IL.

This investigation will be limited to the mapping of all mainline and sub-main collectors, and will include local lateral / feeder drain tiles only when encountered at slit trench or hand probe transect locations. Huddleston McBride Drainage Co. shall not be responsible for crop damage, all excavated investigation trenches will be backfilled and slightly mounded to allow for natural settlement.

I. SCOPE OF WORK

FIELD INVESTIGATION PROCEDURES:

Field reconnaissance and record research[1] work will be completed in efforts to identify all areas which are typical to installation of existing drain tile. Existing features such as soils, watertable, topographical elevations, surface channels, depressions, wetlands and natural drainage ingress and egress locations are considered.

Following field review, investigation areas are staked and slit trenched or hand probed to verify existence of drain tile. All existing drain tiles encountered during the investigation procedure are logged on field mapping and repaired to their original state according to U.S.D.A. Natural Resource Conservation Service construction repair practices. Following specific point locations, drain tile routes are located by surface probing or electronic detection and field staked at 50' intervals including cut stakes for invert elevations where requested. Any existing drain tile not encountered during slit trenching or probe transect procedures will remain unknown.

[1]Huddleston Mcbride Land Drainage Co., (Illinois Professional Design Firm. Lic no. 184008000-0002) owns, maintains and will access an extensive electronic record system of Will County Existing Agricultural Drain Tile Historic Mapping Records. This mapping system has been based upon geographic parcel location including record information from Huddleston-Mcbride Land Drainage Co.(1975) , Cooprider Farm Drainage Co. (1930), Elbridge F. Ball & Sons, (drainage engr.) Survey notes (1940), Countryside Drainage (2009). These record files include historic farm parcel notes, active / inactive drainage district maps and documents, conservation resource mapping, agricultural drain tile contractor records, aerial photo delineation, S.C.S./ N.R.C.S design notes and soil maps, typical drain tile investigation reports, record construction drawings, and land owner sketch drawings.

RECORD MAPPING AND REPORT:

Record mapping shall be performed according to typical civil engineering mapping standards. It will be the responsibility of the developer to furnish one ACAD (version 2013 or 2024 .dwg) computer data file of the investigation area including mapped topography, easements, right-of-ways, wetland delineation areas and property boundary limits.

All existing drain tile routes will be located in the field by GPS location systems *(<1m., Illinois State Plane East NAD 83)* and recorded on final plans. Our field staking process will include pipe invert cut stakes at all perimeter locations, strategic interior locations and 50' interval pin flagging along tile routes for electronic survey location by the project engineer if deemed necessary. It will be the responsibility of the project engineer to survey drain tile location/elevation staking pertinent to final improvement design.

Final drain tile mapping will be computer drafted on a base map including recent color digital aerial photography, topography and project limits. Mapped information will include the location of all existing drain tile routes and applicable drainage findings encountered during the field investigation process. A field report shall be attached to the plan containing evaluation information including size, flow, system effectiveness, restrictive siltation, pipe invert to ground surface depth, pipe type / quality, system classification and specific field notes.

After completion of the investigation report it will be our responsibility to obtain final existing drain tile investigation mapping and report approval and acceptance by Kendall County Planning and Development technical staff and applicable engineering review agencies.

II. Proposed Service Description:

The intent of this proposal is to provide existing drain tile location, consulting and GPS survey mapping services in regard with typical existing drain tile investigation standards and in accordance with Kendall County Stormwater Ordinance Standards, located at Collins, Schlapp and Simons Rd (8,000 L.F.±, 1000 L.F. Each Direction of Intersections) , Sections 27, 28, 33 & 34, Oswego Township, Kendall County, IL.

III. Proposed Services Cost:

	Qty.	Cost	Amount
[1]Drainage Investigation and Repair Crew (3-4 days) (field survey services including all excavation equipment and labor)	1 ea.	15,600.00	15,600.00
[4] Project Consulting Services Hour Basis (GPS field survey, staking, and record plans on state plane)	12 hrs	200.00	2,400.00
[5] Equipment Transport Hour basis, (118 miles, round trip, 2 units) (including DOT permits, electronic logs, licenses and fees)	3 hrs	295.00	885.00
[6] Travel cost for crew lodging (overnight expenses and lodging, 6-man crew)	0 days	780.00	0.00
			0.00
Proposed Materials Cost:			
All materials incidental to labor cost			0.00

[1] **Drainage Investigation and Repair Crew Hour Basis ;** is calculated on an hourly basis of $520.00 including a full (6 man) drainage tile investigation/ repair crew consisting of ground man laborers, (1 or 2) 4-wheel drive loader backhoe w/ operator, (1)- kobelco wide track mid-class excavator w/ operator, kobota ATV, electronic and manual investigation equipment, pipeline video equipment, incidental pipe repair materials, field staking materials, field supervision and miscellaneous support equipment including pumps, probes, and other necessary tools. Daily hours are computed by home port to home port.

[4] **Project Consulting Services Hour Basis ;** *(T.L. Huddleston / R Dixon)* is calculated on an hourly basis of $200.00 including initial project assessment, client consultation, site meetings, Utility locations, GPS land surveying , existing conditions research, project planning, record mapping w/ plots and project supervision.

[5] **Heavy Equipment Transport Hour basis;** - is calculated on an hourly basis of $ 295.00 including heavy equipment loading transport including all IDOT and Local transportation permits, licenses and fees, and electronics log system requirements.

Travel cost for crew lodging, long haul mobilization, overnight materials trips and expenses will be at $780.00 (based on 6-man crew)

TOTAL LUMP SUM CHARGES INCLUDING ALL MATERIALS AND SERVICES	**$18,885.00**

An invoice will be presented following the completion of the work and will be due and payable thirty (30) days after the invoice date. Any late payments made will be subject to the interest rate of 1 ½% per month on the entire principal amount of the money owed for the period from the date it becomes due and payable through the period of time in which it is paid.

IV. LIMITS OF LIABILITY

Any breach on the part of either party shall be limited to liability in an amount not to exceed the contract price of services associated with this drain tile investigation proposal.

Should the terms of this letter of agreement meet with your approval, please execute below and return one original.

Thank you for considering our proposal, we look forward to an opportunity to assist you with the development of this project.

Respectfully Submitted,

Lindsey R. Dixon

Lindsey R. Dixon, President
Huddleston McBride Services, LLC

ABOVE LETTER OF AGREEMENT ACCEPTED THIS_____DAY _____2026.

BY: _____
PRINTED NAME / TITLE

_____
SIGNATURE

Preliminary Engineering Services Agreement

ENGINEERING CONSULTANT	
Name	HR Green, Inc.
Address	2363 Sequoia Drive, Suite 101
City/State/Zip	Aurora, IL 60506

This Agreement is made and entered into this 17th day of February 2026 between Kendall County (hereinafter referred to as "COUNTY") and Engineering Consultant listed above (hereinafter referred to as "ENGINEER") and covers certain professional engineering services in connection with the Project Identification.

PROJECT IDENTIFICATION

Section No.	26-00180-00-RD
Route(s)	Caton Farm Road (CH 23) at Grove Road (CH 2)
Termini	Approximately 1,000' along each leg (spot intersection improvement)
Structure No.(s)	None
Description	Phase II engineering services for converting the existing four-way stop-controlled intersection to a modern roundabout.

ENGINEERING SERVICES & PAYMENT

The ENGINEER Agrees

1. To perform, or be responsible for the performance of, the following basic engineering services for the COUNTY in connection with the proposed improvements herein before described and checked below:
   - a. ☒ Make detailed land surveys as are necessary for the preparation of detailed roadway plans
   - b. ☐ Make stream and flood plain hydraulic surveys, gather stream data, and prepare detailed bridge plans
   - c. ☒ Make subsurface investigations, including soil borings, as required for design of the improvement
   - d. ☐ Perform traffic studies and counts, providing sufficient data for design of the proposed improvement
   - e. ☒ Prepare applicable permits for ACOE, IDNR, IEPA, and others necessary for design of the improvement
   - f. ☐ Prepare Preliminary Bridge Design and Hydraulic Report, including associated supporting documents
   - g. ☒ Make complete plans, specifications and estimates for proposed improvement, including 5 copies to COUNTY
   - h. ☒ Furnish County with legal descriptions, right-of-way plans, and/or field staking for all proposed acquisitions
   - i. ☐ Assist the County in the tabulation and interpretation of the contractor's proposals
   - j. ☐ Prepare the necessary environmental documents in accordance with procedures adopted by IDOT-BLRS
   - k. ☐ Prepare the Project Development Report when required by the COUNTY
   - l. ☐ _____

2. The reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the Agreement will be in accordance with current standard specifications and policies of the Illinois Department of Transportation, or those specifications and policies amended by the COUNTY, with the understanding that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the COUNTY.

3. To attend conferences at any reasonable time when requested to do so by representatives of the COUNTY.

4. In the event plans or surveys are found to be in error during construction of the improvement, and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he/she will perform such work without expense to the COUNTY, even though final payment has been received. The ENGINEER shall give immediate attention to these changes so there will be a minimum delay to the Contractor.

5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this Agreement will be made available, upon request, to the COUNTY without cost and without restriction or limitations as to their use.

6. That all plans and other documents furnished by the ENGINEER pursuant to this Agreement will be endorsed by the ENGINEER and will show the ENGINEER'S professional seal where such is required by law.

7. To submit a Scoping Worksheet, attached hereto and incorporated into this Agreement as Exhibit A. Said worksheet shall provide a breakdown of anticipated basic engineering tasks, work-hour estimates, and summary of tasks and costs to be performed under this Agreement.

The COUNTY Agrees

1. To compensate the ENGINEER for basic engineering services outlined herein at the hourly rates attached hereto and incorporated into this Agreement as Exhibit B, which will be considered payment in full for actual employee time utilized to provide the required services. Said rates included overhead and burden costs plus profit. The upper limit of compensation for the completion of all services required under this Agreement shall not exceed:

$497,045.13

The upper limit of compensation includes all services described above and on the attached Exhibit A, including direct out-of-pocket expenses. For direct out-of-pocket expenses, the ENGINEER will be reimbursed at the actual cost of the item. Any additional services the COUNTY may require beyond those set forth above or on the attached Exhibit A will be charged at the rates identified in Exhibit B and shall be considered an addition to the upper limit of compensation. The COUNTY shall not provide compensation for any additional services above the upper limit of compensation unless those additional services are pre-approved in writing by the COUNTY.

2. That payments due the ENGINEER for services rendered in accordance with this Agreement shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq*.). ENGINEER shall provide the COUNTY with a detailed invoice showing all hours worked.

3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l, and prior to the completion of such services, the COUNTY shall reimburse the ENGINEER at the attached hourly rates for the services actually rendered prior to such abandonment, but in no event shall the reimbursement exceed the upper limit of compensation.

4. That all reports, plans, surveys, computations, and other information prepared or provided as deliverables to the COUNTY are instruments of service. COUNTY shall not reuse or make modifications to the instruments of service

without written authorization by ENGINEER. COUNTY agrees that any unauthorized use or misuse of instruments of service is at COUNTY's sole risk and without liability to the ENGINEER

AGREEMENT PROVISIONS

In the event of a conflict between these Agreement Provisions and any preceding part of this Agreement, the Agreement Provisions shall control. The parties mutually agree to amend and incorporate the Agreement with the following terms:

1. This Agreement may be terminated by the COUNTY upon giving notice in writing to the ENGINEER at their last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the COUNTY all surveys, permits, agreements, preliminary bridge design & hydraulic reports, drawings, specifications, partial and completed estimates and data, if any, from traffic studies and soil surveys and subsurface investigations with the understanding that all such material becomes the property of the COUNTY. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 3 of "The COUNTY Agrees." Upon receipt of a termination notice, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. COUNTY shall not be liable for those costs and expenses resulting from ENGINEER's failure to mitigate such losses. Further, COUNTY shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. COUNTY shall not be liable for any other additional payments, penalties and/or early termination charges.

2. The ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the COUNTY shall have the right to annul this contract without liability.

3. The ENGINEER agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

4. ENGINEER 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 "Releasees") 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 ENGINEER of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, omissions or misconduct of ENGINEER in its performance under this Agreement.

   Nothing contained herein shall be construed as prohibiting Releasees 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, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove ENGINEER's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

5. The ENGINEER will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. 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 COUNTY at the address set forth herein.

   Minimum Scope and Limit of Insurance. 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 ENGINEER 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.
   Professional Liability (Errors and Omissions) Insurance: Professional insurance with limit no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate.
   If ENGINEER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY shall be entitled to the broader coverage and/or the higher limits maintained by the ENGINEER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

   Additional Insured Status: 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 ENGINEER 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 ENGINEER'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).

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

   Waiver of Subrogation: ENGINEER hereby grants to 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 ENGINEER may acquire against COUNTY by virtue of the payment of any loss under such insurance. ENGINEER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

   Claims Made Policies: 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, the ENGINEER must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: ENGINEER shall furnish 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 COUNTY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the ENGINEER's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: ENGINEER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ENGINEER shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

6. The ENGINEER certifies that it, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq*. (the Illinois Prevailing Wage Act). ENGINEER further certifies by signing the Agreement that ENGINEER, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has ENGINEER made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

7. The ENGINEER certifies that it, its officers, employees, and agents agree not to commit unlawful discrimination and 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, and all applicable rules and regulations.

8. The ENGINEER and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq*. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq*.

9. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the COUNTY, to: Kendall County Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois, 60560, fax (630) 553-9583 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of ENGINEER, to the name and address provided on the signature page of this Agreement.

11. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

12. COUNTY and ENGINEER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

13. In the event the COUNTY is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of COUNTY's obligations under this Agreement during said fiscal period, the COUNTY agrees to provide prompt written notice of said occurrence to ENGINEER. In the event of a default due to non-appropriation of funds, the parties each have the right

to terminate the Agreement upon providing thirty (30) days written notice to the other party. No penalties and/or early termination charges shall be required upon such termination of the Agreement.

14. The ENGINEER represents that it is fully qualified to provide the services hereunder provided for in this Agreement. ENGINEER shall perform its services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing in the same locality under similar conditions. ENGINEER shall act professionally and politely to the public and to COUNTY's employees and officers at all times.

15. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. The provisions of this Agreement are for the sole benefit of the COUNTY and the ENGINEER and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third party beneficiary rights).

16. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

17. The ENGINEER hereby waives any claim of lien against subject premises on behalf of ENGINEER, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, ENGINEER shall tender to COUNTY a final waiver of lien for all subcontractors and/or suppliers.

18. It is understood and agreed that ENGINEER is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with COUNTY. ENGINEER understands and agrees that ENGINEER is solely responsible for paying all wages, benefits and any other compensation due and owing to ENGINEER's officers, employees, and agents for the performance of services set forth in the Agreement. ENGINEER further understands and agrees that ENGINEER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for ENGINEER's officers, employees and/or agents who perform services as set forth in the Agreement. ENGINEER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents and agrees that COUNTY is not responsible for providing any insurance coverage for the benefit of ENGINEER, ENGINEER's officers, employees and agents. ENGINEER hereby agrees to indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the COUNTY, its board members, officials, employees, and insurers for any alleged injuries that ENGINEER, its officers, employees and/or agents may sustain while performing services under the Agreement.

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

20. The ENGINEER's and/or COUNTY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

21. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities,

fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

22. This Agreement, including all Agreement Provisions, represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

==========

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the dates provided below.

Executed by the COUNTY of Kendall, a unit of local government of the State of Illinois:

_____ _____
Matt Kellogg, Kendall County Board Chair Date

ATTEST

_____
Debbie Gillette, Kendall County Clerk

_____
Date

(Seal)

Executed by the ENGINEER:

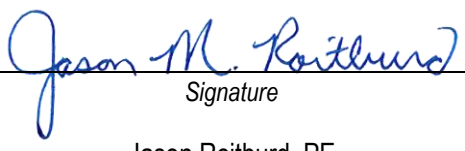
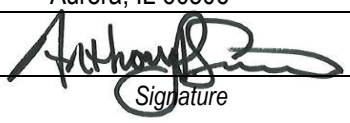
Engineering Consultant Name / Address

HR GREEN, INC.

2363 Sequoia Drive, Suite 101

Aurora, IL 60506

ATTEST:

By  By 
Signature *Signature*

Jason Roitburd, PE Anthony P. Simmons, PE
Print Name *Print Name*

Title Project Manager Title Regional Director

==========

EXHIBIT A
SCOPING WORKSHEET

EXHIBIT B
HOURLY RATES

EXHIBIT C
DIRECT COSTS

EXHIBIT D
SUBCONSULTANT SERVICES

EXHIBIT A

SCOPE OF SERVICES

For

Caton Farm Road and Grove Road Intersection
Phase II Engineering

Mr. Francis C. Klaas, PE
Kendall County Highway Department
6780 Route 47
Yorkville, IL 60560
Phone: 630.553.7616

Anthony Simmons, PE
Regional Director - Transportation
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, IL 60506

HR Green Project No.: 2503721

February 4, 2026

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1.0 PROJECT UNDERSTANDING

2.0 SCOPE OF SERVICES

3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS SCOPE OF SERVICES

4.0 ITEMS NOT INCLUDED IN SCOPE OF SERVICES/SUPPLEMENTAL SERVICES

5.0 SERVICES BY OTHERS

6.0 CLIENT RESPONSIBILITIES

7.0 PROFESSIONAL SERVICES FEE

THIS **SCOPE OF SERVICES** is between THE KENDALL COUNTY HIGHWAY DEPARTMENT (hereafter “CLIENT”) and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT intends to replace the existing four-way, stop-controlled intersection with a modern roundabout to improve traffic flow, enhance safety, and reduce vehicle delays. CLIENT desires that all four (4) legs of the intersection remain open to traffic during construction, which will likely require that the roundabout be offset from the existing intersection to facilitate construction and traffic staging. An offset roundabout will require some realignment of the approach roadways.

In general, this SCOPE OF SERVICES governs the Phase II engineering services required for constructing a roundabout at the intersection of Caton Farm Road and Grove Road. Ancillary improvements are anticipated to include storm sewers, ditch grading, signage, striping, and erosion control. The engineering services will include, but are not limited to, topographic survey; geotechnical investigations; drainage design; environmental coordination; geometric design; utility coordination; preparation of contract plans, specifications, and estimates; and completion of the associated permitting documentation. Plats and legals are also included for CLIENT’s use in pursuing the necessary land acquisition. However, no land acquisition services are included in this SCOPE OF SERVICES beyond preparation of the plats and legals.

All engineering and construction for this project will be funded 100% locally by CLIENT. As such, coordination with the Illinois Department of Transportation (IDOT) will not be required.

1.2 Design Criteria/Assumptions

COMPANY will apply the following guidelines in the design of the project, including any associated work and ancillary improvements:

A. IDOT Drainage Manual;
B. IDOT Geotechnical Manual;
C. Kendall County Stormwater Management Ordinance;
D. IDOT Bureau of Local Roads and Streets (BLR) Manual (as applicable);
E. IDOT Standard Specifications for Road and Bridge Construction (latest edition); and
F. Manual on Uniform Traffic Control Devices (MUTCD).

2.0 SCOPE OF SERVICES

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Survey Services

A. Right-of-Way Survey

COMPANY will recover existing right-of-way (ROW) evidence for approximately 4,000 feet (0.76 miles) at the intersection of Caton Farm Road and Grove Road, extending 1,000 feet in each direction. COMPANY will calculate the existing ROW as shown on the existing ROW documents (provided by CLIENT) and/or adjacent recorded plats of subdivision to include on the base map.

B. Topographic Survey

COMPANY will complete a topographic survey, which will include the area lying within the existing ROW for the limits described above and as shown in Exhibit A1. Roadway cross-sections will be surveyed at 50-foot intervals and extend to a minimum of 50 feet beyond the existing ROW. Additional topography will be obtained in the four (4) intersection quadrants to encompass the proposed improvements. The survey will include existing visible features and improvements. Existing utilities will be surveyed from visible flags or markings. Storm sewer, sanitary sewer, and water main structures will be surveyed, including rim and invert elevations, pipe sizes, and direction as observed at unlocked manholes. Trees lying within the limits described above and having a diameter of 6" or greater will be located and referenced within the base map, but the species will not be identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

C. Topographic Survey Base Map

COMPANY will generate a MicroStation/Bentley ORD 2024 drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate. A topographic survey plat will not be provided.

D. Plats and Legals

COMPANY will prepare a Plat of Highways (POH) for up to five (5) parcels (PINs) that will be impacted by proposed ROW and/or easement acquisition. Legal descriptions of ROW and easement parcels will be provided. The POH and legal descriptions will follow IDOT Bureau of Land Acquisition and CLIENT standards. The survey of each parcel will be based upon a title commitment obtained by COMPANY. The POH will be submitted to CLIENT for review. Upon approval, COMPANY will provide one (1) mylar copy of the POH for signature and recording. After the POH is recorded, COMPANY will stake the proposed ROW as recorded with 5/8-inch steel bars or other suitable markers.

2.2 Geotechnical Services

COMPANY will hire a subconsultant to provide geotechnical engineering services for the project in accordance with the IDOT Geotechnical Manual. As part of the geotechnical engineering services, the subconsultant will generally provide the following:

A. Up to 14 roadway borings (10-foot depth) for the roundabout and realigned approach roadways, including collection and transportation of samples, and laboratory analysis.

B. Up to eight (8) pavement cores, including collection and transportation of samples, and laboratory analysis.

C. One (1) abbreviated Roadway Geotechnical Report (RGR).

The geotechnical engineering services included in this SCOPE OF SERVICES do not include field sampling, laboratory testing and/or documentation to address the removal and disposal of special waste. Any required special waste testing and documentation to address the removal and disposal of materials will be completed during construction at the expense

of the contractor. The subconsultant's detailed scope of geotechnical engineering services and associated fees are included as an attachment to this SCOPE OF SERVICES (see Exhibit D1).

2.3 Drainage Design

There are no floodplains or major stream crossings at the intersection location. As such, there should be no drainage permits needed for this project. As part of the drainage engineering, COMPANY will generally provide the following:

A. Field Tile Study

COMPANY will hire a subconsultant to provide land drainage investigation services for the identification of field tiles that may be intercepted or impacted by the project. As part of the land drainage investigation services, the subconsultant will generally provide the following:

1. Records research and field reconnaissance to locate existing drain tiles.
2. Staking of drain tiles/routes, including size, invert elevation, and condition at 50-foot intervals.
3. Final drain tile mapping on a CAD base map and investigation summary report.

B. Minor Culvert Design

COMPANY will design up to eight (8) minor crossroad or driveway culverts using the rational method and HY-8. The latest ISWS Bulletin #75 rainfall data will be used. An abbreviated summary report will be provided to document the analysis and design of the minor culverts.

C. Proposed Ditch Design

The drainage system will remain a rural section with conveyance accommodated in open ditches. Ditch capacity will be evaluated for adequacy and any modifications required to accommodate the roundabout will be incorporated into the design.

D. Inlet Spacing

The roundabout will be designed with inlets and storm sewer to drain the interior of the roundabout. The exterior will be designed with curb openings (or inlets) that drain to adjacent ditches/swales. The storm sewers draining the inlets will be a minimum of 12 inches in diameter and the design will be completed using spreadsheets (IDOT methodology) and ISWS Bulletin #75 rainfall data.

2.4 Environmental Evaluation and Permitting

No Federal or State funding will be used for the project. Therefore, the National Environmental Policy Act (NEPA) will NOT apply to the project. The environmental evaluation and coordination will be limited to the environmental resources necessary to obtain a Section 404 permit from the United States Army Corps of Engineers (USACE) Chicago District or document that there is no permit required.

The following is a summary of the anticipated involvement for the environmental resource review and the anticipated permitting effort:

A. Threatened and Endangered Species Coordination

Threatened and Endangered (T&E) species will be addressed through the IDNR's Ecological Compliance Assessment Tool (EcoCAT). The EcoCAT submittal will be for consultation purposes and will address State-listed species. Section 7 consultation for Federally listed species will be coordinated through the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC). There are no structures in the project corridor that would require completion of the IDOT Bridge Bat Assessment form.

B. Aquatic Resources Evaluation and USACE Coordination

The ROW and adjacent property are limited to mowed drainage ditches, cultivated agricultural fields, and a single-family residence in the northeast quadrant. A desktop review of the project area will be conducted using available wetland mapping, including USFWS National Wetland Inventory (NWI) and the Kendall County GIS mapping. A field visit will also be conducted to confirm the desktop references represent the existing conditions. An aquatic resources field delineation is not included as part of this SCOPE OF SERVICES.

COMPANY will complete a Farmed Wetland Determination using methods outlined in the 2010 National Food Security Act (FSA) Manual. COMPANY will review FSA aerial photos for wetland signatures in normal precipitation years, investigate the presence of National Wetlands Inventory Polygons and mapped hydric soil units, and describe if areas meet Farmed Wetland Determination criteria in a sufficient number of years to be classified as Farmed Wetlands. This will be a fully desktop effort using publicly available data. The results will be summarized in a technical memorandum and wetland polygons, if present, will be digitized in CAD or GIS format for wetland impact estimates, if any.

COMPANY will prepare and submit to USACE a request for an Approved Jurisdictional Determination (AJD) using form LRC 10. It is anticipated that this will result in a determination of "no permit required". Any coordination or permitting documentation required by the Kendall County Stormwater Ordinance will be provided to CLIENT.

C. Cultural Resources

Cultural resources will be documented using the IDNR Historic and Architectural Resources Geographic Information System (HARGIS) database. A memo will be prepared and used as supporting documentation for the USACE coordination. It is anticipated that the residential building in the northeast quadrant of the intersection is not culturally significant.

D. Regulated Substances

Regulatory databases will be reviewed for the purpose of providing information to the contractor for coordinating disposal at a Clean Construction and Demolition Debris (CCDD) facility. This review will be utilized to support the contract document preparation. COMPANY will conduct a site investigation to inspect the project area for potential indicators of impacted soil, including dumping, stressed vegetation or discolored soil.

COMPANY will complete a database review to document the presence (or absence) of any sites that would be considered a recognized environmental condition (REC) or potentially impacted property (PIP). This review will be documented in a memorandum for the project file. This information will also be used to support the specification of IEPA form LPC-662 or LPC-663 to be completed and used by the contractor.

Due to the limited development in the area, it is anticipated that a full Preliminary Environmental Site Assessment (PESA) and a Preliminary Site Investigation (PSI) will not be warranted. COMPANY will include a special provision placing the responsibility for collection of all soil samples, analysis, and preparation of the LPC-662 or LPC-663 form on the contractor. These tasks will not be performed by COMPANY and, as such, are not included in this SCOPE OF SERVICES.

For the purposes of this SCOPE OF SERVICES, it is assumed that the entire residential parcel in the northeast quadrant, including the building, will be acquired by CLIENT. Demolition of the building will be completed by CLIENT in advance of the roadway construction and may include or require asbestos abatement, lead paint abatement, heating oil tank removal and possible associated release of oil into the basement or subsurface soils, and/or water supply well removal or abandonment. These potential environmental factors will be listed in the regulated substances memorandum, but COMPANY's investigation during the site reconnaissance will be limited to observations from the ROW. The private property will not be entered, and no sampling of potential asbestos containing materials or paint will be conducted, soil samples will not be collected, and any private wells or septic fields/tanks will not inspected.

2.5 Preliminary Engineering

A. Utility Outreach

COMPANY will coordinate with any utility companies found to have facilities located within the vicinity of the project limits. An initial request will be made via a JULIE locate request (design-stage ticket). COMPANY will then request from all named companies via the results of the JULIE request that these utility companies provide any available maps and/or plans of existing facilities for placement into the CAD base map for the design.

B. Horizontal and Vertical Geometrics

Since CLIENT desires that all four (4) legs of the intersection remain open to traffic during construction, it is anticipated that the roundabout will be offset from the existing intersection, which will require realignment of the approach roadways. COMPANY will develop horizontal alignments that provide for optimum offset of the roundabout, while considering roadway safety and adjacent property impacts. COMPANY will also develop the associated edges of pavement, curb/shoulders, splitter islands, circulating roadway, and center island for CLIENT concurrence. COMPANY will develop up to three (3) alternatives for the location of the roundabout and horizontal geometrics of the approach roadways.

Once CLIENT has selected the preferred roundabout alternative and approved the horizontal geometrics, COMPANY will develop vertical alignments for the approach roadways, splitter islands, and circulating roadway to serve as the proposed profile grade line (PGL) to be used for the design. COMPANY will design the vertical

alignments to promote good drainage, while considering impacts to adjacent property and utilities.

C. ROW Analysis

COMPANY will prepare preliminary (top surface only) cross-sections representative of the proposed horizontal geometry, vertical profile, and typical section. These cross-sections will also reflect the proposed drainage design required to meet capacity needs in the ditches, relocation of the ditch lines due to the anticipated roadway realignment, and the grading impacts due to the proposed driveway modifications and any new/extended culverts.

The cross-sections will be analyzed to determine the preliminary ROW (fee simple, permanent easement, and/or temporary easement) needed to construct the proposed improvements. ROW exhibits will be prepared and provided to CLIENT for review/concurrence and CLIENT's use in coordinating and/or negotiating with adjacent property owners.

D. Preliminary Plans

COMPANY will prepare preliminary plan sheets, consisting of Typical Sections (existing and proposed for the roundabout and realigned roadways), Plan and Profiles (at scale 1 inch = 50 feet), and cross-sections (top surface only) and assemble them for submittal to CLIENT. Preliminary plans are defined as approximately a 30% level of completion. COMPANY will coordinate with CLIENT to identify opportunities for enhancement and potential pitfalls, and to gain general concurrence and authorization from CLIENT to move to final design and preparation of contract documents. COMPANY will not perform any revisions to the preliminary plans deliverable but rather will incorporate the changes into the effort for final design and preparation of the contract documents.

E. Utility Coordination

COMPANY will submit the preliminary plans to the utilities located within the ROW for the assessment of conflicts and any potential adjustments/relocations. COMPANY will subsequently coordinate conflicts and resolutions with the utility companies. COMPANY will also develop and maintain a Utility Conflict Chart for tracking conflicts and utility company progress related to addressing them.

2.6 Contract Documents

COMPANY will prepare contract plans, specifications, and estimates for converting the Caton Farm Road at Grove Road intersection from four-way stop-control to a modern roundabout and all associated work and ancillary improvements as described above. The contract documents will be submitted to CLIENT for review and concurrence at the 90% (pre-final) and 100% (final) milestones. The contract documents will not be submitted to any other agency. The following will be provided as part of the contract documents for this project:

A. Contract Plans

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / General Notes / Highway Standards	1
Summary of Quantities	4
Typical Sections	3
Schedules of Quantities (miscellaneous items) *	2
Earthwork Schedule *	1
Pavement / Driveway Schedule *	1
Drainage Schedule *	1
Pavement Marking / Signing Schedule *	1
Work Zone Pavement Marking Schedule *	1
Alignment and Benchmarks	1
Removal Plans	2
Plan and Profiles	4
Roundabout Details	1
Splitter Island Details	2
Splitter Island Profiles	2
Suggested Maintenance of Traffic	7
Erosion Control Plans	2
Drainage Plan and Profiles	4
Intersection Pavement Elevation Plan	1
Jointing Plan (if PCC pavement)	1
Pavement Marking and Signing Plans	2
Lighting Plans	3

Miscellaneous Details	4
Cross-Sections **	27
Total	**79**

*Includes tabulating and checking of quantities.

**Cross-sections provided at 50-foot intervals and at driveways, culverts, and any other locations deemed to be critical to the design.

It is assumed that all work will be completed under traffic without the need for any full roadway closures. As such, detour plans are not required and are not included in this SCOPE OF SERVICES.

B. Pavement Design

COMPANY will complete one (1) pavement design for the circulating and realigned approach roadways, in accordance with IDOT BLR policy.

C. Specifications

COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents:

1. Supplemental Specifications and Recurring Special Provisions;
2. Project Specific Special Provisions (includes applicable District 3 special provisions);
3. Bureau of Local Roads Special Provisions;
4. Bureau of Design and Environment Special Provisions; and
5. Guide Bridge Special Provisions.

D. Storm Water Pollution Prevention Plan

COMPANY will prepare a Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) in order to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES), established by the Illinois Environmental Protection Agency (IEPA). The SWPPP and NOI will be included with the specifications.

E. Estimates

COMPANY will prepare the following estimates for the project and submit to CLIENT for review and concurrence at the 90% and 100% milestones:

1. Engineer's Opinion of Probable Construction Cost (EOPC); and
2. Estimate of Time (EOT).

2.7 Meetings and General Coordination

A. Meetings

Two (2) persons from COMPANY will attend the following (all meetings are assumed to be in-person):

1. Four (4) meetings with CLIENT to discuss the plan in progress and/or any CLIENT review comments periodically throughout the project.
2. Three (3) utility coordination meetings at CLIENT office to discuss conflicts and/or relocation plans.
3. Three (3) property owner coordination meetings at CLIENT office to discuss the proposed project and any land acquisition issues or concerns.

Each item also includes meeting preparation, the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

B. Field Checks

Four (4) persons from COMPANY will attend one (1) field check of the project corridor to become familiar with existing conditions and identify any unique design considerations not readily discernable from Google imagery or the survey data.

C. General Coordination

COMPANY will conduct general coordination throughout the duration of the project with CLIENT. This item includes, but is not limited to: letters, telephone, e-mail correspondence, and filing of information. Additional coordination will be provided on an as-needed basis with CLIENT's land acquisition consultant and/or adjacent property owners, at the direction of CLIENT.

2.8 Post Design Activities

Subsequent to the completion of the design and preparation of contract documents, COMPANY will perform the following post design activities:

A. COMPANY will assist with questions related to the design of the proposed improvements that may arise during construction (Phase III support). For the purposes of this SCOPE OF SERVICES, ten (10) responses to contractor Requests for Information (RFIs) have been assumed.

B. COMPANY will perform an independent review on behalf of CLIENT for up to five (5) utility relocation permit submittals. The review will be limited to verifying whether the utility's proposed relocation will resolve the apparent potential conflict, and that the utility's design is largely compatible with the overall project and CLIENT's objectives. COMPANY will not be responsible for reviewing the accuracy of the utility's design or constructability of utility's proposed facilities.

2.9 Quality Assurance and Quality Control

COMPANY will provide Quality Assurance and Quality Control (QA/QC) in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. The QM also outlines internal processes, such as standardization, internal project audits, selection and rating of subconsultants, and monitoring of deliverables.

2.10 Project Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the

project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

3.0 Deliverables and Schedules Included in this SCOPE OF SERVICES

3.1 Deliverables

The following deliverables will be generated for this project and are included in this SCOPE OF SERVICES:

A. Plats and Legals;
B. Roadway Geotechnical Report (RGR);
C. Field Tile Map and Summary Report;
D. Minor Culvert Summary Report;
E. Wetland Memo;
F. USACE Request for AJD;
G. Cultural Resources Memo;
H. Special Waste Memo;
I. ROW Exhibits;
J. Preliminary Plans (for CLIENT authorization to proceed to contract documents);
K. Contract Plans;
L. Specifications (including SWPPP and NOI);
M. EOPC;
N. EOT;
O. Utility Conflict Chart; and
P. Up to 10 responses to contractor RFIs (Phase III support).

See Exhibit C for a detailed summary of recipients and estimated number of copies necessary for the various deliverables. CLIENT will be invoiced for any additional copies required above this estimate.

3.2 Schedule

This SCOPE OF SERVICES is based upon an assumed project duration of 12 months, commencing with COMPANY's receipt of written Notice to Proceed from CLIENT. This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY. An estimated timeline of milestones is as follows:

A. Contract Executed – February 17, 2026
B. Notice to Proceed – February 17, 2026
C. Survey Complete – May 2026
D. Preliminary Engineering Complete – Fall 2026
E. Pre-final Contract Documents – Winter/Spring 2027
F. Final Contract Documents – Summer 2027
G. Target Letting – Winter/Spring 2028
H. Construction –Summer/Fall 2028

4.0 Items not included in SCOPE OF SERVICES/Supplemental Services

The following items are not included as part of this SCOPE OF SERVICES:

A. Plat of Survey/Topography;
B. Environmental Survey Request (ESR);
C. Socio-economic Analysis, Environmental Justice Evaluation;
D. Air Quality Analysis, Traffic Noise Analysis;
E. Species and Habitat Surveys (including Bridge/Bat Assessment Form);
F. Existing Tree Species Identification Survey/Inventory;
G. NEPA Conformance;
H. IDNR Historic Preservation Division Coordination (SHPO Coordination);
I. Illinois Department of Agriculture (IDOA) Coordination;
J. Natural Resource Conservation Service (NRCS) Coordination;
K. Aquatic Resources Field Delineation and/or Report;
L. Wetland Impact Evaluation (WIE) Form;
M. Water Quality Analysis, Pollutant Loading Analysis, Antidegradation Analysis;
N. Special Lands Reports and Coordination (Section 4(f), Section 6(f), OSLAD);
O. PESA, PSI, Special Waste Sampling, Analysis, LPC Forms, Clearances;
P. Regulated Substances Testing/Mitigation for Building Removal;
Q. USACE Joint Application and/or Section 404 Individual Permit;
R. IDNR-OWR Permitting and/or Coordination;
S. Traffic and/or Accident Analyses;
T. Intersection Design Studies;
U. Project Development Report (PDR);
V. Public Involvement, Public Information Meeting, Community Advisory Group;
W. Design and Plans for Sidewalk, Multi-use Path, and ADA Ramps;
X. Detour Plans;
Y. Land Acquisition Services (Appraisals, Review Appraisals, Negotiations);
Z. Coordination with IDOT and/or FHWA;
AA. Preparation of Contractor Bid Documents and Contractor Bid Review;
BB. Attendance at the Bid Opening and Pre-construction Meeting; and
CC. Construction Layout and Construction Observation.

Supplemental services not included in the SCOPE OF SERVICES can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

The geotechnical engineering services, including all field work and reports, will be provided by Rubino Engineering, Inc. of Elgin, Illinois (see Exhibit D1).

The land drainage investigation services will be provided by Huddleston McBride Land Drainage Services of Rochelle, IL (see Exhibit D2).

The lighting and electrical engineering services, including all calculations, reports, plans, specifications and estimates, will be provided by DB Sterling, Inc. of Chicago, Illinois (see Exhibit D3).

6.0 Client Responsibilities

CLIENT will furnish and/or facilitate the furnishing of any available existing plans within the project limits, and any other available studies and/or development reports relevant to the project.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried hourly rates current at the time the SCOPE OF SERVICES is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt.

7.3 Extra Services

Any service required but not included as part of this SCOPE OF SERVICES shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the SCOPE OF SERVICES. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Time and Materials Not to Exceed, as detailed in Exhibit B.

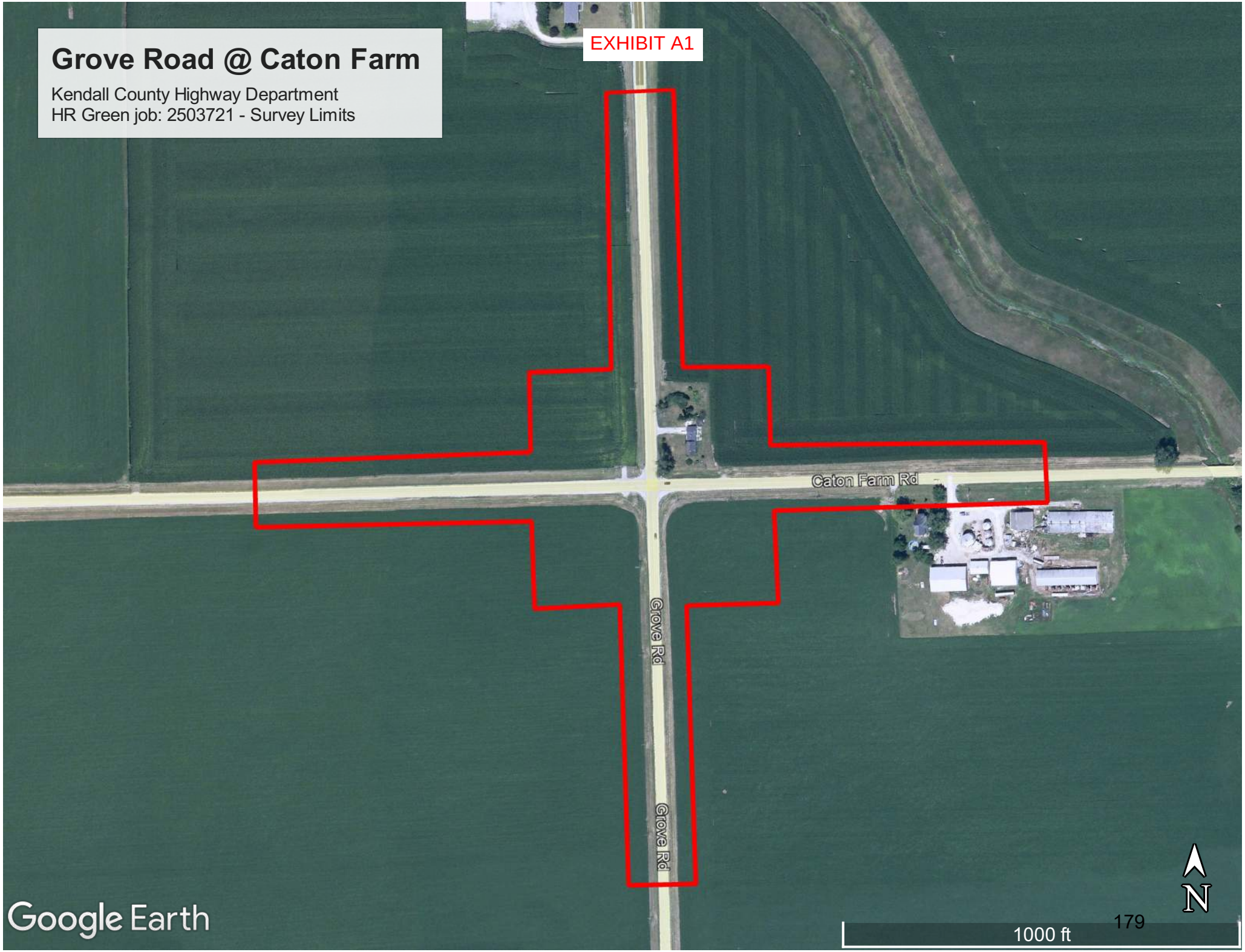

Grove Road @ Caton Farm
Kendall County Highway Department
HR Green job: 2503721 - Survey Limits
EXHIBIT A1
Caton Farm Rd
Grove Rd
Grove Rd
Google Earth
N
1000 ft

Exhibit B (Manhour and Fee Estimate)

Caton Farm Road and Grove Road Intersection
Kendall County Highway Department
HR Green Project Number: 2503721

DATE: 02/04/26

Task	SHEETS	Simmons Regional Director	Roitburd PM	Guzman SE II	LaDieu Senior PM	McCaslin Lead Env. Planner	Bicking Senior PM	Moncayo SE II	Dobrosavljevic Group Leader	McCombs PLS II	Sieloff SLS II	Miller Design Tech III	McCurley PC Analyst I	Total	Direct Costs	Total Fee		
2.1 Survey Services		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**164**	**64**	**0**	**0**	**240**	$ 4,777.50		$ 49,628.32	240
Right-of-Way Survey										16				16		$ 3,203.28		
Topographic Survey										24	64			88		$ 13,500.60		
Topographic Survey Base Map									6	50				56		$ 11,671.01		
Plats and Legals (5 parcels)									6	74				80		$ 16,475.93		
2.2 Geotechnical Services		**0**	**2**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**8**	$ 22,320.00		$ 23,580.94	8
Subconsultant Coordination and Plan Incorporation - Abbreviated RGR			2	2								4		8		$ 1,260.94		
2.3 Drainage Design		**0**	**12**	**20**	**0**	**0**	**48**	**108**	**0**	**0**	**0**	**12**	**0**	**200**	$ 13,685.00		$ 49,234.18	200
Coordinate/Review Field Tile Study							4	4						8		$ 1,661.75		
Minor Culvert Design (8 max and summary report)			4				24	48				4		80		$ 14,794.70		
Proposed Ditch Design			8	16			16	40				8		88		$ 15,159.84		
Inlet Spacing				4			4	16						24		$ 3,932.90		
2.4 Environmental Evaluation and Permitting		**0**	**6**	**0**	**60**	**12**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**88**	$ 1,077.88		$ 22,701.21	88
Threatened and Endangered Species Coordination (EcoCAT and IPaC)			2		10									12		$ 3,175.34		
Acquatic Resources Evaluation and USACE Coordination					12	12						4		28		$ 6,369.57		
Cultural Resources (HARGIS Review and Memo)					6							2		8		$ 1,909.25		
Regulated Substances Review and Memo			4		32							4		40		$ 10,169.18		
2.5 Preliminary Engineering		**40**	**120**	**142**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**218**	**0**	**520**	$ 198.90		$ 88,729.28	520
Utility Outreach (includes JULIE ticket and drafting into CAD base map)			2	2								16		20		$ 2,870.77		
Horizontal Geometrics (3 Alternatives)		16	48	32								24		120		$ 23,413.43		
Alignments for Preferred Alternative			8	8								8		24		$ 3,970.55		
Vertical Geometrics		6	16	6								20		48		$ 8,963.60		
ROW Analysis and Exhibits (Double Pane @ 1" = 50') - 12 hours/sheet	2	2	4	6								12		24		$ 3,977.51		
Preliminary Plans																		
Typical Sections - 12 hrs/sheet	3	2	6	12								16		36		$ 5,806.24		
Plan and Profiles (1" = 50') - 12 hrs/sheet	4	4	8	20								16		48		$ 8,017.37		
Preliminary Cross Sections/3D Model - 80 Sections @ 2 hrs/sec**	27	10	20	40								90		160		$ 25,331.58		
Utility Coordination																		
Utility Coordination and Conflict Chart			8	16								16		40		$ 6,179.34		
2.6 Contract Documents		**8**	**160**	**308**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**370**	**0**	**848**	$ 53,839.60		$ 185,518.16	848
General Plans and Details																		
Cover Sheet - 8 hrs/sheet	1			4								4		8		$ 1,104.40		
Index of Sheets / General Notes / Highway Standards - 12 hrs/sheet	1		2	8								2		12		$ 1,844.32		
Summary of Quantities - 8 hrs/sheet	4		4	16								12		32		$ 4,761.86		
Typical Sections (Advance from Prelim) - 4 hrs/sheet	3		4									8		12		$ 1,954.10		
Schedule of Quantities*	2		4	8								12		24		$ 3,626.28		
Earthwork Schedule*	1		4	12								16		32		$ 4,730.68		
Pavement / Driveway Schedule*	1		4	8								12		24		$ 3,626.28		
Drainage Schedule*	1		2	6								8		16		$ 2,365.34		
Pavement Marking / Signing Schedule*	1		4	12								8		24		$ 3,657.46		
Work Zone Pavement Marking Schedule*	1		2	6								8		16		$ 2,365.34		
Alignment and Benchmarks - 8 hrs/sheet	1											8		8		$ 1,073.22		
Removal Plans (Double Pane @ 1" = 50') - 12 hrs/sheet	2			8								16		24		$ 3,282.02		
Plan and Profiles (Advance from Prelim) (1" = 50') - 4 hrs/sheet	4		2	8								6		16		$ 2,380.93		
Roundabout Details (1" = 20') - 24 hrs/sheet	1		4	4								16		24		$ 3,595.10		
Splitter Island Details (1" = 20') - 18 hrs/sheet	2		4	24								8		36		$ 5,360.82		
Splitter Island Profiles (1" = 50') - 10 hrs/sheet	2		4	8								8		20		$ 3,089.67		
Suggested Maintenance of Traffic - General Notes - 24 hrs/sheet	1		8	16										24		$ 4,032.90		
Suggested Maintenance of Traffic - Typical Sections - 16 hrs/sheet	2		4	8								20		32		$ 4,699.50		
Suggested Maintenance of Traffic - Phase 2 Stages (DP @ 1" = 50') - 16 hrs/sheet	4		8	16								40		64		$ 9,399.00		
Erosion Control Plans (Double Pane @ 1" = 50') - 16 hrs/sheet	2		4	8								20		32		$ 4,699.50		
Drainage Plan and Profiles (1" = 50') - 16 hrs/sheet	4		8	16								40		64		$ 9,399.00		
Intersection Pavement Elevation Plan (1 Intersection) - 24 hrs/sheet	1		4	16								4		24		$ 3,688.63		
Jointing Plan (if PCC pavement) - 24 hrs/sheet	1		4	16								4		24		$ 3,688.63		
Pavement Marking & Signing Plans (Double Pane @ 1" = 50') - 20 hrs/sheet	2		8	12								20		40		$ 6,148.16		
Lighting Plans (Review and Consultant Coordination)	3	4	12									4		20		$ 4,449.48		
Miscellaneous Details - 8 hrs/sheet	4		4	12								16		32		$ 4,730.68		
Cross Sections/3D Model (Advance from Prelim) - 80 Sections @ 1.0 hrs/sec**	27		10	20								50		80		$ 11,748.75		
Specifications																		
Pavement Design (1)			2	2										4		$ 724.33		
Special Provisions - Roadway		4	24	12										40		$ 8,258.86		
SWPPP and Notice of Intent			4	10			2							16		$ 2,847.32		
Estimates																		
Engineer's Opinion of Probable Cost			8	8										16		$ 2,897.33		
Estimate of Time			4	4										8		$ 1,448.66		
2.7 Meetings and General Coordination		**28**	**56**	**28**	**2**	**0**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**120**	$ 282.75		$ 27,142.95	120
Plan Progress/Review Meetings at CLIENT (4 @ 2 hours, 2 persons)		4	8	4										16		$ 3,599.78		
Utility Coordination Meetings at CLIENT (3 @ 2 hours, 2 persons)		3	6	3										12		$ 2,699.83		
Property Owner Coordination Meetings (3 @ 2 hours, 2 persons)		3	6	3										12		$ 2,699.83		
Field Checks (1 @ 4 hours, 4 persons)		4	4	4				4						16		$ 3,286.69		
Meeting Preparation (10 @ 2 hours)		5	10	5										20		$ 4,499.72		
Meeting Minutes (10 @ 2 hours)		5	10	5										20		$ 4,499.72		
General Coordination (12 months @ 2 hours/month)		4	12	4	2		2							24		$ 5,574.62		
2.8 Post Design Activities		**4**	**20**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**40**	$ -		$ 7,945.77	40
Requests for Information (10 maximum @ 2 hours each)		2	10	8										20		$ 3,972.88		
Review Utility Relocation Permits (5 maximum @ 4 hours each)		2	10	8										20		$ 3,972.88		
2.9 Quality Assurance and Quality Control		**64**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	$ -		$ 24,699.68	80
QA/QC - Drainage							16							16		$ 4,375.84		
QA/QC - Roadway		56												56		$ 17,783.36		
Constructability Reviews		8												8		$ 2,540.48		
2.10 Project Administration		**28**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**44**	**88**	$ 500.00		$ 17,864.63	88
Project/Staffing Plans and Accounting Setup		4	4										8	16		$ 3,051.01		
Document Management (12 months @ 2 hours/month)			12										12	24		$ 3,992.48		
Staff, Budget, Cost Control and Tracking (12 months @ 2 hours/month)		12											12	24		$ 5,160.57		
Monthly Progress Reports, Invoicing and Billing (12 months @ 2 hours/month)		12											12	24		$ 5,160.57		
Total		**172**	**392**	**516**	**62**	**12**	**68**	**112**	**12**	**164**	**64**	**614**	**44**	**2,232**	**$96,681.63**	**$ 400,363.51**	**$ 497,045.13**	**2,232**
Multiplier Rate		**$ 317.56**	**$ 220.22**	**$ 141.95**	**$ 273.49**	**$ 212.59**	**$ 273.49**	**$ 141.95**	**$ 276.79**	**$ 200.21**	**$ 135.87**	**$ 134.15**	**$ 112.49**					
Fee		**$ 54,620.32**	**$ 86,325.84**	**$ 73,244.54**	**$ 16,956.40**	**$ 2,551.08**	**$ 18,597.34**	**$ 15,898.04**	**$ 3,321.52**	**$ 32,833.63**	**$ 8,695.68**	**$ 82,369.69**	**$ 4,949.44**					
															Grand Total	**$497,045.13**		

* Includes tabulating and checking of quantities.
** Cross-sections provided at 50-foot intervals with additional cross-sections provided at driveways, culverts, and any other locations deemed to be critical to the design.

Assumptions:
1. Project limits for topographic survey and proposed limits of construction are assumed to be 1,000' in length along each leg of the intersection.
2. Up to five (5) utilities will need to be drafted into the CAD base file at 4 hours/utility (ComEd, Nicor, AT&T, Comcast and TBD).
3. Plan and Profile sheets to display 1,300 to 1,500 (max) feet of roadway each.
4. Cross-section sheets to display up to three (3) cross-sections each.
5. No traffic analyses and/or Intersection Design Studies required.
6. Overall 12 month project duration assumed.

EXHIBIT C (DIRECT COSTS)

Caton Farm Road and Grove Road Intersection
Kendall County Highway Department
HR Green Project Number: 2503721

DATE: 02/04/26

2.1 Survey Services

Mileage Rate: $0.900

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	45	15

Mileage: $607.50

Title Commitments (5 parcels @ $750)	$	3,750.00
Document Copy Fees	$	200.00
Survey Monumentation: 30 rebar with cap/lath x $4 each	$	120.00
Mylars (In-house)	$	100.00

Subtotal: $4,777.50

2.2 Geotechnical Services

Geotechnical (Rubino) $ 22,320.00

Subtotal: $22,320.00

2.3 Drainage Design

Field Tile Investigation (Huddleston McBride) =	$	13,685.00
IDNR-OWR 3700 Individual Permit without Public Notice =	$	-
Hydraulic Report Printing Costs ($100 per report) =	$	-

Subtotal: $13,685.00

EXHIBIT C (DIRECT COSTS)

Caton Farm Road and Grove Road Intersection
Kendall County Highway Department
HR Green Project Number: 2503721

2.4 Environmental Evaluation and Permitting

Mileage Rate: $0.725

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Project Site	45	3

Mileage: $97.88

EDR Database Report (special waste review)	$	700.00
IDNR - EcoCat	$	280.00

Subtotal: $1,077.88

2.5 Preliminary Engineering

Printing Costs (bond) = $0.45 per square foot (sq. ft.)
Reduced Sheets (11"x17") = 1.3 sq. ft.
Full-Size Sheets (22"x34") = 5.2 sq. ft.
Full-Size Mylar Sheets = $7.50 each

Total Number of Sheets = **34**

Preliminary Submittal

	CLIENT	IDOT	USACE	Utilities	Total
Reduced Size Exhibits	5			5	10

Subtotal: $198.90

2.6 Contract Documents

Printing Costs (bond) = $0.45 per square foot (sq. ft.)
Reduced Sheets (11"x17") = 1.3 sq. ft.
Full-Size Sheets (22"x34") = 5.2 sq. ft.
Full-Size Mylar Sheets = $7.50 each

Total Number of Sheets = **79**

Pre-Final Submittal

	CLIENT	IDNR	USACE	Utilities	Total
Reduced Plan Sets	5			5	10

Subtotal: $462.15

Final Submittal

	CLIENT	IDNR	USACE	Utilities	Total
Reduced Plan Sets	5			5	10
Full Plan Sets	5				5

Subtotal: $1,386.45
Subtotal: $150.00 ($10.00 per specifications book X 15 sets of specifications)

EXHIBIT C (DIRECT COSTS)

Caton Farm Road and Grove Road Intersection
Kendall County Highway Department
HR Green Project Number: 2503721

Subtotal: $51,841.00 Lighting Design/Plans - DB Sterling

Subtotal: $53,839.60

2.7 Meetings and General Coordination

Mileage Rate: $0.725

Destination	Mileage Round-Trip	Number of Trips
HRG (Aurora) to Client	30	10
HRG (Aurora) to Project Site	45	2

Mileage: $282.75

Subtotal: **$282.75**

2.10 Project Administration

Postage Allowance $ 500.00

Subtotal: **$500.00**

TOTAL: $96,681.63

EXHIBIT D1

February 4, 2026

To: Anthony P. Simmons, PE
HR Green
P: 630.708.5029

Re: Proposal - Geotechnical Exploration
Proposed Canton Farm Road and Grove Road Roundabout in Kendall County, Illinois

Proposal No. Q26.068g

Via email: tsimmons@hrgreen.com

Dear Mr. Simmons,

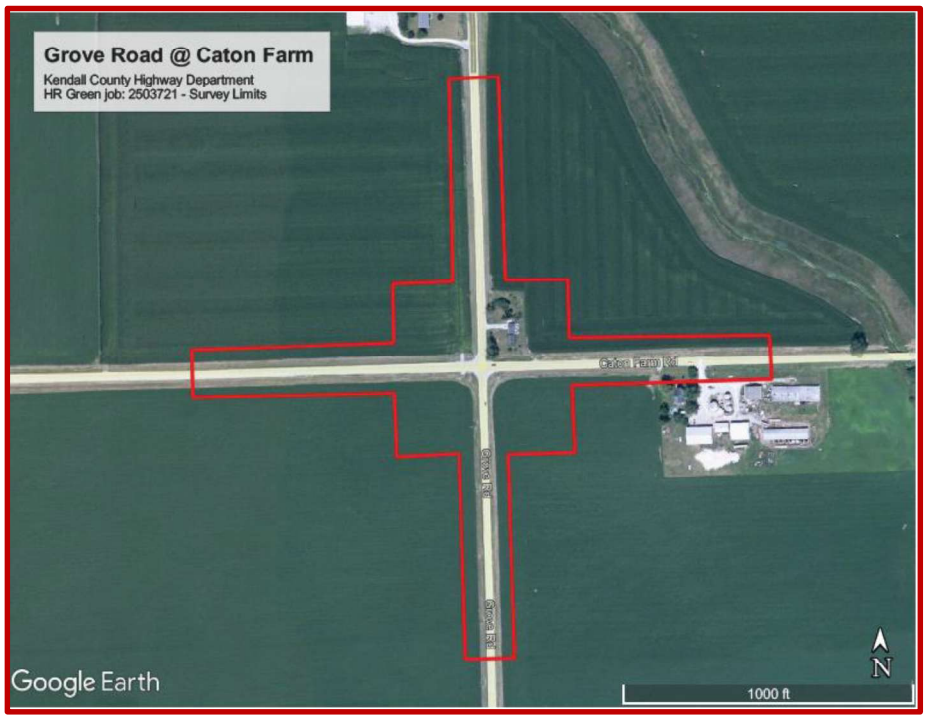
Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Anthony P. Simmons, PE of HR Green via email on January 3rd, 2026.

PROJECT UNDERSTANDING

Rubino understands that HR Green is planning to aid in the construction of a new roundabout the intersection of Caton Farm Road and Grove Road in Kendall County, Illinois.

Information received:

- RFP email from Anthony P. Simmons, PE of HR Green on January 3rd, 2026.
- Project Location Drawing : "2503721_survey-limits.pdf" – Included in RFP Email (Shown Below)



Field Services Scope of Services Summary Additional Scope discussion can be found in subsequent pages of this proposal	
Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Field Equipment Proposed	Track-mounted Geoprobe Drill Rig & Core Machine
Traffic Control Needs	Flaggers
Boring Location Plan	See below for aerial / KMZ
Pavement and Soil Sampling and Purpose	**SPT Borings and Cores** • Core through pavement and subbase • Drilling/SPT: 1 ft to 10 feet ○ Double jar 1st and 2nd samples at each location for lab testing
Soil Sampling Intervals	SPT – 2 ½ ft to 10 feet
Backfill Needs	Cuttings, excess spoils remain on site
Patching	Cold Patch
Site Protection or Restoration included	None
Groundwater Readings	During drilling and upon auger removal
Additional Sampling needed	Double jar 1st and 2nd samples for Atterberg + Hydrometer Testing
Additional Field Equipment needed	Rimac – for AASHTO

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION ON SITE	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
6	--	10	Roundabout – 1 at each corner of existing intersection, 2 additional	2 ½ ft to 10 ft	AASHTO (Rimac)
2	2	10	North Leg – 500 ft Spacing		
2	2	10	South Leg – 500 ft Spacing		
2	2	10	East Leg – 500 ft Spacing		
2	2	10	West Leg – 500 ft Spacing		
14 Total Borings	**8 Total Cores**	**140 Total Lineal Feet**			

*BEG = below existing grade

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary along Caton Farm Road and Grove Road. Rubino will subcontract a traffic control company to provide flaggers.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 10 feet.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material and/or asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with AASHTO procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

Laboratory Test	Estimated Quantity	Sample Type
Natural Moisture Content	56	Split spoon
Atterberg Limits	6	Split spoon
Hydrometer	6	Split spoon

ABBREVIEATED ROADWAY GEO REPORT (RGR)

Upon completion of field and laboratory work, Rubino will prepare a roadway geotechnical engineering report (RGR) using the collected data. The report will include the following per the IDOT Geotechnical Manual:

- Cover Sheet and Table of Contents
- Project Description, Location and Scope
- Geology and Pedology
- Field Exploration
- General Subgrade Conditions
- Special Conditions, if applicable
- Construction Monitoring
- Appendices (Supporting Documentation): location map, boring plan and soil profile, boring logs, laboratory test results, SSR Charts, photographs

An electronic copy of the report will be provided. The report will be addressed to HR Green.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	5 – 10
Field work including site layout and drilling	2
Geo Laboratory Testing	5 – 10
Geo Reporting	5 - 10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	$ 850.00	Lump sum
	Drill Rig Mobilization and Drilling	$ 9,200.00	Lump sum
	Pavement Cores	$ 1,920.00	Lump sum
Traffic Control	Flaggers and Approach Signage	$ 5,600.00	Estimate*
Lab	Geotechnical Lab Tests as described above	$ 1,850.00	Lump sum
Reporting	Preparation of the Roadway Geotechnical Report	$ 2,900.00	Lump sum
		$22,320.00	**Grand Total**

*Item does not apply if Kendall County will provide traffic control flaggers.

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

HUDDLESTON McBRIDE®
LAND DRAINAGE SERVICES
ROCHELLE, ILLINOIS

Women Owned Small Business (WOSB)

EXHIBIT D2

Huddleston McBride Services, LLC
Lindsey R. Dixon, President
9504 East Fowler Rd., Rochelle, Il., 61068
Rudy Dixon, Operations, M. 618-559-2260
Email rdixon@huddlestonmcbride.com

P R O P O S A L

Anthony Simmons, P.E.
HR Green
2363 Sequoia Drive, Suite 101
Aurora, IL 60506

Date :	**February 4, 2026**
Prop :	**26151R1**
Terms:	**Net 30 Days**
Proposal Expiration:	**30 days**

>> **RE: LAND DRAINAGE INVESTIGATION SERVICES PROPOSAL**

LOCATION: Grove & Caton Farm Rd (4,000 L.F.±, 1000 L.F. Each Direction of Intersections plus 4± AC)

Thank you for the opportunity to submit the attached Mainline Drain Tile Investigation *Letter of Agreement* for your consideration.

Following is a brief summary outlining investigation services which shall be completed in accordance with Kendall County typical standards and procedures for the subject property located at Sections 29, 30, 31 & 32, Na-Au-Say Township, Kendall County, IL.

This investigation will be limited to the mapping of all mainline and sub-main collectors, and will include local lateral / feeder drain tiles only when encountered at slit trench or hand probe transect locations. Huddleston McBride Drainage Co. shall not be responsible for crop damage, all excavated investigation trenches will be backfilled and slightly mounded to allow for natural settlement.

I. SCOPE OF WORK

FIELD INVESTIGATION PROCEDURES:

Field reconnaissance and record research[1] work will be completed in efforts to identify all areas which are typical to installation of existing drain tile. Existing features such as soils, watertable, topographical elevations, surface channels, depressions, wetlands and natural drainage ingress and egress locations are considered.

Following field review, investigation areas are staked and slit trenched or hand probed to verify existence of drain tile. All existing drain tiles encountered during the investigation procedure are logged on field mapping and repaired to their original state according to U.S.D.A. Natural Resource Conservation Service construction repair practices. Following specific point locations, drain tile routes are located by surface probing or electronic detection and field staked at 50' intervals including cut stakes for invert elevations where requested. Any existing drain tile not encountered during slit trenching or probe transect procedures will remain unknown.

[1]Huddleston Mcbride Land Drainage Co., (Illinois Professional Design Firm. Lic no. 184008000-0002) owns, maintains and will access an extensive electronic record system of Will County Existing Agricultural Drain Tile Historic Mapping Records. This mapping system has been based upon geographic parcel location including record information from Huddleston-Mcbride Land Drainage Co.(1975) , Cooprider Farm Drainage Co. (1930), Elbridge F. Ball & Sons, (drainage engr.) Survey notes (1940), Countryside Drainage (2009). These record files include historic farm parcel notes, active / inactive drainage district maps and documents, conservation resource mapping, agricultural drain tile contractor records, aerial photo delineation, S.C.S./ N.R.C.S design notes and soil maps, typical drain tile investigation reports, record construction drawings, and land owner sketch drawings.

RECORD MAPPING AND REPORT:

Record mapping shall be performed according to typical civil engineering mapping standards. It will be the responsibility of the developer to furnish one ACAD (version 2013 or 2024 .dwg) computer data file of the investigation area including mapped topography, easements, right-of-ways, wetland delineation areas and property boundary limits.

All existing drain tile routes will be located in the field by GPS location systems *(<1m., Illinois State Plane East NAD 83)* and recorded on final plans. Our field staking process will include pipe invert cut stakes at all perimeter locations, strategic interior locations and 50' interval pin flagging along tile routes for electronic survey location by the project engineer if deemed necessary. It will be the responsibility of the project engineer to survey drain tile location/elevation staking pertinent to final improvement design.

Final drain tile mapping will be computer drafted on a base map including recent color digital aerial photography, topography and project limits. Mapped information will include the location of all existing drain tile routes and applicable drainage findings encountered during the field investigation process. A field report shall be attached to the plan containing evaluation information including size, flow, system effectiveness, restrictive siltation, pipe invert to ground surface depth, pipe type / quality, system classification and specific field notes.

After completion of the investigation report it will be our responsibility to obtain final existing drain tile investigation mapping and report approval and acceptance by Kendall County Planning and Development technical staff and applicable engineering review agencies.

II. Proposed Service Description:

The intent of this proposal is to provide existing drain tile location, consulting and GPS survey mapping services in regard with typical existing drain tile investigation standards and in accordance with Kendall County Stormwater Ordinance Standards, located at Grove & Caton Farm Rd (4,000 L.F.±, 1000 L.F. Each Direction of Intersections plus 4± AC) , Sections 29, 30, 31 & 32, Na-Au-Say Township, Kendall County, IL.

III. Proposed Services Cost:	Qty.	Cost	Amount
[1]Drainage Investigation and Repair Crew (3-4 days) (field survey services including all excavation equipment and labor)	1 ea.	10,400.00	10,400.00
[4] Project Consulting Services Hour Basis (GPS field survey, staking, and record plans on state plane)	12 hrs	200.00	2,400.00
[5] Equipment Transport Hour basis, (126 miles, round trip, 2 units) (including DOT permits, electronic logs, licenses and fees)	3 hrs	295.00	885.00
[6] Travel cost for crew lodging (overnight expenses and lodging, 6-man crew)	0 days	780.00	0.00
			0.00
Proposed Materials Cost:			
All materials incidental to labor cost			0.00

[1] **Drainage Investigation and Repair Crew Hour Basis ;** is calculated on an hourly basis of $520.00 including a full (6 man) drainage tile investigation/ repair crew consisting of ground man laborers, (1 or 2) 4-wheel drive loader backhoe w/ operator, (1)- kobelco wide track mid-class excavator w/ operator, kobota ATV, electronic and manual investigation equipment, pipeline video equipment, incidental pipe repair materials, field staking materials, field supervision and miscellaneous support equipment including pumps, probes, and other necessary tools. Daily hours are computed by home port to home port.

[4] **Project Consulting Services Hour Basis ;** *(T.L. Huddleston / R Dixon)* is calculated on an hourly basis of $200.00 including initial project assessment, client consultation, site meetings, Utility locations, GPS land surveying , existing conditions research, project planning, record mapping w/ plots and project supervision.

[5] **Heavy Equipment Transport Hour basis;** - is calculated on an hourly basis of $ 295.00 including heavy equipment loading transport including all IDOT and Local transportation permits, licenses and fees, and electronics log system requirements.

Travel cost for crew lodging, long haul mobilization, overnight materials trips and expenses will be at $780.00 (based on 6-man crew)

TOTAL LUMP SUM CHARGES INCLUDING ALL MATERIALS AND SERVICES	**$13,685.00**

An invoice will be presented following the completion of the work and will be due and payable thirty (30) days after the invoice date. Any late payments made will be subject to the interest rate of 1 ½% per month on the entire principal amount of the money owed for the period from the date it becomes due and payable through the period of time in which it is paid.

IV. LIMITS OF LIABILITY

Any breach on the part of either party shall be limited to liability in an amount not to exceed the contract price of services associated with this drain tile investigation proposal.

Should the terms of this letter of agreement meet with your approval, please execute below and return one original.

Thank you for considering our proposal, we look forward to an opportunity to assist you with the development of this project.

Respectfully Submitted,
Lindsey R. Dixon
Lindsey R. Dixon, President
Huddleston McBride Services, LLC

ABOVE LETTER OF AGREEMENT ACCEPTED THIS_____DAY _____2026.

BY: _____
PRINTED NAME / TITLE

_____
SIGNATURE

DB STERLIN CONSULTANTS INC

EXHIBIT D3

February 4, 2026

Anthony P. Simmons, PE
Regional Director - Transportation
HR Green
2363 Sequoia Drive, Suite 101
Aurora, IL 60506

RE: Professional Engineering Services for Roundabout Lighting, Caton Farm Road & Grove Road Intersection

Dear Mr. Simmons,

DB Sterlin Consultants is pleased to submit our fee proposal and scope for the proposed roundabout and roadway lighting at the Caton Farm Road and Grove Road intersection. DB Sterlin's staff consists of exceptionally qualified professionals, whose goal is to deliver quality and cost-efficient project deliverables to HR Green.

SCOPE OF WORK

The scope of work for DB Sterlin Consultants (DBS) under this contract consists of the preparation of final roundabout lighting plans, specifications, and estimate of cost (PS&E) for the proposed roundabout at the intersection of Caton Farm Road and Grove Road. This work also includes approximately 1,000 feet of lighting at all four legs of the proposed roundabout.

1. **Data Gathering and Field Survey**
   DBS will review available as-builts and conduct field surveys.

2. **Lighting Concept Report**
   DBS will prepare a lighting concept report for the proposed roundabout lighting project. The concept report will include the following:
   a. Identify appropriate lighting design criteria
   b. Preliminary lighting calculations using AGI-32 lighting software
   c. Proposed lighting equipment
   d. Preparation of alternative conceptual lighting schematic design
   e. High-level engineer's opinion of estimate of cost

3. **Roadway and Roundabout Lighting Design**
   DBS will prepare PS&E plans for the installation of a new roundabout lighting system within the limits of this project:
   a. Lighting calculations using AGI-32 lighting software
   b. Preparation of roundabout lighting plans
   c. Preparation of lighting details
   d. Preparation of special provisions

e. Preparation of engineer's opinion of estimate of cost
f. Preparation of new electric service request
g. Voltage drop calculations

4. Quality Control/Quality Assurance and Project Administration

DBS will conduct thorough internal quality assurance and quality control reviews to ensure quality and complete project deliverables.

Our estimated engineering fee to complete this work is $51,841. Please contact me if you have any questions or need additional information.

Sincerely,

Mohammed Rashed

Mohammed Rashed, PE, LEED Green Associate
Director of Electrical Operations

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	DB Sterlin Consultants Inc.
PRIME/SUPPLEMENT	Prime
Prepared By	M Rashed
Work Order #(if applicable)	

DATE	02/04/26
PTB-ITEM#	185

CONTRACT TERM	12	**MONTHS**	**OVERHEAD RATE**	114.73%
START DATE	4/1/2026		**COMPLEXITY FACTOR**	0
RAISE DATE	1/1/2027		**% OF RAISE**	3%
			CURRENT SALARY CAP	$90.00
END DATE	4/1/2027			

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	4/1/2026	1/1/2027	9	75.00%
1	1/2/2027	4/1/2027	3	25.75%

The total escalation = **0.75%**

PAYROLL RATES

FIRM NAME DB Sterlin Consultants Inc. **DATE** 02/04/26
PRIME/SUPPLEMENT Prime
PTB-ITEM # 185
Work Order # 0

ESCALATION FACTOR **0.75%**

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.
WORK ORDERS - Classifications and Average Payrates need to match the master work order agreement.

CLASSIFICATION	DEPARTMENT AVG. PAYROLL RATES ON FILE	CALCULATED RATE ($90.00 CAP)
Senior Engineer IV	$112.80	$90.00
Project Engineer IV	$77.25	$77.83
Project Engineer II	$66.12	$66.62
Project Engineer I	$53.84	$54.24
Engineering Technician	$51.15	$51.53

SUB-CONSULTANTS

FIRM NAME DB Sterlin Consultants Inc. **DATE** 02/04/26
PRIME/SUPPLEMENT Prime
PTB-ITEM # 185
Work Order # 0

SUB-CONSULTANT NAME	Direct Labor Total (Payroll Only)	Contribution to the Prime (Sub-Consultant DL)
Total	**0.00**	**0.00**

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

FIRM DB Sterlin Consultants Inc. **DATE** 02/04/26

PTB-ITEM #

OVERHEAD RATE 114.73%

PRIME/SUPPLEMENT Prime **COMPLEXITY FACTOR** 0

Work Order # 0

Ph II only Ph III HOURS BOX	DBE DROP BOX	TASKS (List the Subs below tasks)	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
		Data Gathering and Field Survey	8	578	663	454	186		-	1,881	3.63%
		Lighting Concept Report	40	2,875	3,299		926		-	7,100	13.70%
		Lighting Calculations	26	1,954	2,242		629		-	4,825	9.31%
		Lighting Plans	168	11,719	13,446		3,775		-	28,940	55.82%
		Lighting Details	32	2,122	2,435		684		-	5,241	10.11%
		Special Provisions	8	665	763		214		-	1,642	3.17%
		Quantities	8	483	555		156		-	1,194	2.30%
		Project Administration and Control	8	412	473		133		-	1,018	1.96%
				-	-		-		-	-	
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		Subconsultant DL					(0)			-	0.00%
		TOTALS	298	$20,808	$23,876	$454	$6,703	$0	$0	$51,841	100.00%

Department use only

PR + OH = $44,684

PR+OH+DC+FF = $51,841

DBE % = 0%

Phase III = $0

AVERAGE HOURLY PROJECT RATES

FIRM DB Sterlin Consultants Inc.
PTB-ITEM# 185
PRIME/SUPPLEMENT Prime
Work Order # 0

DATE 02/04/26

SHEET 1 OF 5

PAYROLL CLASSIFICATION	CALC. AVG. RATES	TOTAL HOURS	TOTAL % Part.	TOTAL Wgtd Avg	TASK Data Gathering and Field Su Hours	% Part.	Wgtd Avg	TASK Lighting Concept Report Hours	% Part.	Wgtd Avg	TASK Lighting Calculations Hours	% Part.	Wgtd Avg	TASK Lighting Plans Hours	% Part.	Wgtd Avg	TASK Lighting Details Hours	% Part.	Wgtd Avg
Senior Engineer IV	$110.36	16.0	5.37%	5.93				4	10.00%	11.04	2	7.69%	8.49	8	4.76%	5.26			
Project Engineer IV	$77.83	100.0	33.56%	26.12	4	50.00%	38.91	12	30.00%	23.35	12	46.15%	35.92	60	35.71%	27.80	8	25.00%	19.46
Project Engineer II	$66.62	114.0	38.26%	25.48	4	50.00%	33.31	16	40.00%	26.65	12	46.15%	30.75	60	35.71%	23.79	16	50.00%	33.31
Project Engineer I	$54.24	60.0	20.13%	10.92				8	20.00%	10.85				40	23.81%	12.92	8	25.00%	13.56
Engineering Technician	$51.53	8.0	2.68%	1.38															
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TOTALS		298.0	100%	$69.83	8.0	100.00%	$72.22	40.0	100%	$71.88	26.0	100%	$75.16	168.0	100%	$69.76	32.0	100%	$66.33

FIRM NAME	DB Sterlin Consultants Inc.	**Date:**	02/04/26
PRIME/SUPPLEMENT	Prime		
PTB-ITEM #	185		
Work Order #	7		

ITEM	ALLOWABLE	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to the state federal maximum		$68.00	$0.00
Lodging (per Federal GSA)	Actual cost (Up to the federal rate maximum)		$110.00	$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual cost		$15.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval		$0.00	$0.00
Vehicle Mileage (per Federal GSA)	Up to the federal rate maximum	60	$0.73	$43.50
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	2	$90.00	$180.00
Vehicle Rental	Actual cost (Up to $55/day)	2	$55.00	$110.00
Vehicle Rental Fuel	Actual cost (Submit supporting documentation)	1	$120.00	$120.00
Tolls	Actual cost		$2.00	$0.00
Parking	Actual cost		$20.00	$0.00
Overtime	Premium portion (Submit supporting documentation)		$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)		$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)		$0.00	$0.00
Project Specific Insurance	Actual cost		$0.00	$0.00
Monuments (Permanent)	Actual cost		$0.00	$0.00
Photo Processing	Actual cost		$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost		$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost		$0.00	$0.00
CADD	Actual cost (Max $15/hour)		$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)		$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)		$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)		$0.00	$0.00
Recording Fees	Actual cost		$0.00	$0.00
Transcriptions (specific to project)	Actual cost		$0.00	$0.00
Courthouse Fees	Actual cost		$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)		$0.00	$0.00
Testing of Soil Samples*	Actual cost (provide breakdown of costs to the Department for approval)		$0.00	$0.00
Lab Services*	Actual cost (provide breakdown of cost for each lab service to the Department's PM for approval)		$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (**Rental** - Requires 2-3 quotes with IDOT approval)/**Owned** - Provide depreciated value for IDOT approval)		$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
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			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
TOTAL DIRECT COST				**$453.50**

KENDALL COUNTY
Ordinance No. _____

An Ordinance for the Establishment of Altered Speed Zones on Various County Highways

WHEREAS, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

WHEREAS, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department or others; and

WHEREAS, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

THEREFORE, BE IT ORDAINED, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

AND BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

Street or Highway	Exact Limits of Zone(s)	Maximum Speed Limit
Minkler Road	Collins Road to Ill. Rte. 71	45 MPH
Collins Road	Minkler Road to 500’ West of Blue Heron Drive	45 MPH
Collins Road	500’ West of Blue Heron Dr. to Grove Road	35 MPH
Grove Road	Collins Road to 500’ South of Lakeview Drive	40 MPH
Grove Road	500’ South of Lakeview Dr. to Plainfield Road	35 MPH

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 an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D., 2026.

_____
Debbie Gillette – County Clerk

SEAL

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



January

2026

Submitted by: Sheriff Dwight A. Baird

OPERATIONS DIVISION

POLICE SERVICES	January-24	January-25	December-25	January-26
Calls for Service	770	675	765	700
Police Reports	327	351	339	356
Total Arrests	111	134	132	140
Ordinance Citations Issued	0	1	1	1
TRAFFIC SERVICES				
Traffic Contacts	451	495	342	637
Traffic Citations Issued	239	137	133	207
DUI Arrests	6	4	7	8
TRAFFIC CRASH INVESTIGATIONS				
Property Damage	52	57	55	53
Personal Injury	11	9	9	10
Fatalities	0	1	0	0
TOTAL CRASH INVESTIGATIONS	**63**	**67**	**64**	**63**
VEHICLE USAGE				
Total Miles Driven by Sheriff's Office	61,983	61,323	59,752	58,384
Vehicle Maintenance Expenditures	$8,318	$7,931	$5,701	$16,332
Fuel Expenditures	$14,046	$14,084	$11,889	$12,229
Fuel Gallons Purchased	5,089	4,833	4,616	5,017
Squad Damage Reports	0	1	0	0
AUXILIARY DEPUTIES				
Ride-A-Long Hours	0	0	0	0
Auxiliary Hours	127	15	107	103
TOTAL AUXILIARY HOURS	**127**	**15**	**107**	**103**
EVIDENCE/PROPERTY ROOM				
New Items into Property Room	84	97	82	111
Disposal Orders Processed	28	1	29	47
Items Disposed Of	20	14	277	96
Items Sent to Crime Lab for Processing	5	11	3	19
INVESTIGATIONS/COPS ACTIVITIES				
Total Assigned Cases (Patrol/Invest)	35	40	29	30
Total Closed Cases (Patrol/Invest)	23	30	52	21
Total Open Cases (Patrol/Invest)	85	128	131	140
Community Policing Meetings/Presentations	22	20	17	22
Sex Offender / Violent Offenders Against Youth Registrations				
Sex Offender Registrations	10	10	7	12
Sex Offender - Address Verifications Completed	0	1	0	0
Sex Offender - Address Verification Attempted	0	1	2	0
Total # of Sex Offenders- Jurisdiction	34	32	30	30
Total # of Sex Offenders- Entire County	88	88	90	86
Violent Offenders Against Youth Registrations	3	0	1	2
VOAY - Address Verification Completed	0	0	0	0
VOAY - Address Verification Attempted	0	0	2	0
Total # of VOAY- Jurisdiction	6	5	7	6
Total # of VOAY- Entire County	28	26	29	28

RECORDS DIVISION

SHERIFF SALES	January-24	January-25	December-25	January-26
Sales Scheduled	10	10	3	8
Sales Cancelled	8	9	3	5
Sales Conducted	2	1	0	3

CIVIL PAPERWORK				
Papers Filed/Received	254	206	289	143
Papers Served/Executed	178	162	253	110
ORDERS OF PROTECTION				
OP Received	10	18	29	25
OP Prohibiting Firearms	8	1	2	5
OP Served	2	18	21	19
REPLEVINS/LEVY				
Replevin/Levy Scheduled	1	0	0	0
Replevin/Levy Conducted	1	0	0	0
FOIA, BODY AND DASH CAM REQUESTS				
Accident Reports	29	20	21	16
Body/Dash Cam Requests Only	na	9	54	75
Report Requests Only	107	65	75	81
Request for both report and Body/Dash Cam			42	30
TOTAL REQUESTS	**136**	**94**	**192**	**202**
SA, SUBPOENA & BACKGROUND REQUESTS				
Background Checks	37	25	12	38
Electronic and Recording Copy Requests	80	60	144	122
Subpoenas	2	4	2	4
TOTAL REQUESTS	**119**	**89**	**158**	**164**
WARRANTS				
Total Warrants on File	1,208	1,167	1,110	1,113
New Warrants Issued	109	114	117	121
Total Warrants Served	88	118	79	97
Warrants Quashed	12	20	18	21
EVICTIONS				
Evictions Scheduled for Month	14	18	4	21
Evictions Cancelled	4	8	2	12
Evictions Conducted	10	10	2	9
FEES				
Civil Process Fees	$27,981	$7,240	$4,509	$10,423
Sheriff Sales Fees	$5,100	$1,800	$0	$6,600
Records Fees/Fingerprinting	$384	$270	$390	$285
Bond Processing Fees	$1,664	$616	$524	$1,014
TOTAL FEES COLLECTED	**$35,128**	**$9,926**	**$5,423**	**$18,322**

CORRECTIONS DIVISION

JAIL POPULATION				
New Intake Bookings	166	255	225	260
Inmates Released	151	233	223	219
Federal Inmate ADP	11	6	4	3
Kendall County Inmate ADP	53	46	36	50
Other Jurisdictions Inmate ADP	10	11	6	6
Average Daily Population	74	63	46	59
ADP of inmates housed in other Jurisdictions	5	5	6	6
JAIL MEALS	**January-24**	**January-25**	**December-25**	**January-26**
Number of Meals Prepared Consolidated/Aramark	6,967	6,133	4,531	5,605
Price Per Meal	$3.08	$3.93	$4.53	$4.23

INMATE TRANSPORTS				
To and From Kendall County Courthouse	53	51	45	56
Other County Court Transports	4	2	6	0
Out of County Prisoner Pickups	17	26	16	24
To I.D.O.C	3	1	0	0
Medical/Dental Transports	6	8	1	3
Court ordered medical transports	1	0	1	0
Juvenile To and From Youth Homes/Courts	8	0	3	13
Federal Transports	3	3	0	0
To and From Kane County Jail	7	5	6	9
TOTAL INMATE TRANSPORTS	**102**	**96**	**78**	**105**

INMATE WORK CREWS				
Number of Inmates	1	0	0	0
Number of Locations	1	0	0	0
Total Hours Worked	11	0	0	0

REVENUE				
Amount Invoiced for Inmates Housed for Other Juris.	$9,975	$17,706	$468	$0
Amount Invoiced for Federal Housing	$32,384	$17,756	$14,576	$9,660
Amount Invoiced for Federal Court Transport	$771	$214	$3,168	$0
Amount Invoiced for Federal Medical Transport	$199	$197	$0	$0
TOTAL INVOICED	**$43,328**	**$35,873**	**$18,212**	**$9,660**

MEDICAL BILLING				
Medical Contractual Services	$21,917	$24,115	$27,608	$27,609
Prescriptions	$0	$628	$0	$1,139
Medical	$454	$1,693	$128	$0
Dental	$75	$150	$0	$0
Emergency Medical Services	$0	$235	$0	$0
Medical Supplies	$3,868	$154	$0	$54
TOTAL MEDICAL BILLING	**$26,315**	**$26,975**	**$27,736**	**$28,803**

Housing Expense				
Kane County Jail	$0	$0	$0	$13,235
TOTAL HOUSING EXPENSE	**$0**	**$0**	**$0**	**$0**

COURT SECURITY				
Entries	10,182	11,362	12,270	12,187
Items X-rayed	4,874	4,548	5,172	5,124
Bond Call - In Person	77	122	92	123
Bond Call - Video	1	0	0	0
Kendall Prisoners	58	31	56	53
Other Prisoners	16	19	21	27
Arrests made at Courthouse	18	21	27	27
Contraband Refused	45	69	40	57

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	January-24	January-25	December-25	January-26
Juvenile	3	4	6	5
Adult	83	55	82	81
TOTAL PARTICIPANTS	**86**	**59**	**88**	**86**

Orders	January-24	January-25	December-25	January-26
Presentenced	81	54	82	80
Bischof	31	29	44	48
Post Sentenced	5	5	6	6

Days Defendants Served on EHM	January-24	January-25	December-25	January-26
Juvenile	73	114	186	129
Adult	2,352	1,583	2,241	2,252
TOTAL DAYS	**2,425**	**1,697**	**2,427**	**2,381**

EHM VIOLATIONS	January-24	January-25	December-25	January-26
Juvenile	0	0	1	0
Adult	12	5	20	11
TOTAL VIOLATIONS	**12**	**5**	**21**	**11**

COST vs. COLLECTIONS	January-24	January-25	December-25	January-26
Cost	$6,378	$4,463	$6,383	$7,017
Collected	$2,281	$7,313	$7,429	$3,484

KCSO TRAINING

CORRECTIONS DIVISION	January-24	January-25	December-25	January-26
NATURE OF TRAINING				
Basic First Aid				8.5
Bloodborne Pathogens				12
CERT New Member Training				16
CourtSmart				0.5
Cybersecurity: Data Privacy & Safe Computing				0.5
IDPH Naloxone				1
Lexipol DTB's				18.75
NEOGov Harassment				1
NEOGov Identity Protection Act				0.5
Policy 314 Harassment				1
Population Management				1
PREA Your Role Responding to Sexual Abuse				2
TOTAL HOURS	**140.75**	**253.00**	**123.75**	**62.75**

OPERATIONS DIVISION	January-24	January-25	December-25	January-26
NATURE OF TRAINING				
Basic Police Photography				16
Case Preparation & Courtroom Testimony				4
Constitutional Authority				1
CopFTO Academy				4
CourtSmart				22
Elder Abuse & Neglect				1
Emergency Medical Response				1
FBI LEEDA Supervisory Leadership Institute				28
Firearms Restraining Order Act Awareness				2
First Line Supervisory Skills Program				40
Ground Fighting Control Tactics The Back Position				16
ICAT Train the Trainer				24
Illinois Notary Public				7
LEADS Re-Cert				1.5
Lexipol DTB's				28.5
Lights! Action! Camera! 1st Amend. Auditors				4
Officer Stress Management				1
Organizational Risk Management				8
Performance Coaching				2
Report Writing for Patrol Officers				8
Security & Privacy LEADS				4.5
SFST Refresher				8
TacMed In-House				192
Taser 10 In-House				32
Trauma Informed Response to Sexual Assault & Abuse				16
Universal High Risk Vehicle Stops Part I				4
TOTAL HOURS	**567.75**	**597.00**	**588.75**	**475.50**

COURT SECURITY	January-24	January-25	December-25	January-26
NATURE OF TRAINING				
Basic First Aid				1.5
Bloodborne Pathogens				2.25
Court Security Response to Critical Incidents & Emergency				16
CourtSmart				3.5
Illinois Notary Public				3.5
Lexipol DTB's				3.75
Taser 10 In-House				8
TOTAL HOURS	**23.75**	**52.00**	**22.75**	**38.50**

ADMINISTRATION DIVISION	January-24	January-25	December-25	January-26
NATURE OF TRAINING				
CourtSmart				1
First Amendment Audits				1.5
LEADS Re-Cert				1.5
Security & Privacy LEADS				1.5
TOTAL HOURS	**11.75**	**22.00**	**18.00**	**5.50**

AUXILIARY	January-24	January-25	December-25	January-26
NATURE OF TRAINING				
Lexipol			20.75	11.75
Security & Privacy LEADS				1.5
TacMed In-House				8
TOTAL HOURS	**5.75**	**2.00**	**20.75**	**21.25**

PART TIMERS	January-24	January-25	December-25	January-26
NATURE OF TRAINING				
Constitutional Authority				1
CourtSmart				2.5
Firearms Restraining Order Act Awareness				1
Laws of Arrest-Refresher				2
Lexipol DTB's				3.75
Officer Stress Management				1
TacMed In-House				8
Trauma Informed Response to Sexual Assault & Abuse				16
Universal High Risk Vehicle Stops Part I				2
Universal High Risk Vehicle Stops Part II				2
Virtra High Risk Traffic Stops				4
TOTAL HOURS	**9.25**	**66.00**	**29.75**	**43.25**

Kendall County Clerk
Annual Report for 2025

The Kendall County Clerk & Recorder's Office forwards its 2025 year-end report which summarizes revenues and budget details as well as various functions processed through the Clerk & Recorder's Offices:

	2025	2024		2025	2024
Marriage Licenses Issued	545	536	Civil Union Licenses Issued	5	4
Death Certificates Printed	4,282	3,768	Home Births (Birth Certificates Processed)	17	16
Assumed Name Certificates Issued	50	77			
Number of Documents Recorded	20,097	14,859			

CLERK

- Ordering of Certified copies for birth, death and marriage records available on the County website and credit card payments accepted for the 5th year.
- The office processed 724 Statement of Economic Interest forms; 162 paper filed and 562 electronically filed. Electronic filing since 2021.
- Monthly updates are made to the county yearbook and government guide
- The Clerk participated in the annual tax sale held on October 27, 2025, where 354 tax certificates were issued and are now held in the Clerk's Office
- The Clerk completed 42 FOIA requests during the year

RECORDER

- Property Fraud Alert – a free online subscription service offered to the public that allows them to have their name monitored within the Recorder's office in order to track possible fraudulent recordings that affects their property.
- 20,097 Documents recorded.
- Electronically recorded 17,517 documents. Paper documents recorded 2,580. Credit card and subscription services are available.

ELECTIONS

- As the Election Authority for Kendall County, the office conducted the Consolidated Primary Election on February 25, 2025; votes cast 908 (3.21%). The office conducted the Consolidated Election on April 1, 2025; 14,112 votes were cast (15.02%)
- Registered voters at the Consolidated Election 93,954
- Voter Registration Grant received $62,512.30

Kendall County Clerk				
Revenue Report		**1/1/26-1/31/26**	**1/1/25-1/31/25**	**1/1/24-1/31/24**
	Fund			
CLKFEE	County Clerk Fees	$663.50	$553.00	$468.50
MARFEE	County Clerk Fees - Marriage License	$750.00	$780.00	$750.00
CIVFEE	County Clerk Fees - Civil Union	$0.00	$30.00	$0.00
ASSUME	County Clerk Fees - Assumed Name	$20.00	$20.00	$20.00
CRTCOP	County Clerk Fees - Certified Copy	$2,160.00	$1,975.00	$1,880.00
MISINC	County Clerk Fees - Misc	$13.00	$55.00	$84.60
	County Clerk Fees - Misc Total	$3,606.50	$3,413.00	$3,203.10
RECFEE	County Clerk Fees - Recording	$23,703.00	$21,183.00	$17,289.00
	Total County Clerk Fees	$27,309.50	$24,596.00	$20,492.10
CTYREV	County Revenue	$48,936.00	$50,259.25	$45,737.00
DCSTOR	Doc Storage	$25,099.13	$18,408.61	$10,040.50
GISMAP	GIS Mapping	$42,392.00	$38,190.00	$31,770.00
GISRCD	GIS Recording	$6,664.75	$6,075.00	$2,118.00
INTRST	Interest	$146.70	$160.94	$126.96
RECMIS	Recorder's Misc	$3,848.50	$3,229.25	$8,826.50
RHSP	RHSP/Housing Surcharge	$23,886.00	$19,908.00	$16,866.00
TAXCRT	Tax Certificate Fee	$1,280.00	$1,280.00	$2,040.00
TAXFEE	Tax Sale Fees	$695.00	$1,160.00	$420.00
PSTFEE	Postage Fees	$779.86	$1,160.85	$359.38
CK # 20115	To KC Treasurer	$181,037.44	$164,427.90	$138,796.44
Death Certificate Surcharge sent from Clerk's office $2028.00 ck # 20114				
Dom Viol Fund sent from Clerk's office $125.00 ck # 20113				

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 1/31/2026

REVENUES*	Annual Budget	2026 YTD Actual	2026 YTD% %	2025 MTD Actual	2025 MTD %
Personal Property Repl. Tax	$450,000	$88,289	19.62%	$87,446	13.50%
State Income Tax	$3,710,000	$486,561	13.11%	$467,157	12.80%
Local Use Tax	$450,000	$0	0.00%	$0	0.00%
State Sales Tax	$900,000	$0	0.00%	$0	0.00%
County Clerk Fees	$300,000	$29,326	9.78%	$25,917	8.60%
Circuit Clerk Fees	$1,625,000	$152,503	9.38%	$127,674	9.70%
Fines & Foreits/St Atty.	$375,000	$32,787	8.74%	$32,402	10.50%
Building and Zoning	$100,000	$15,852	15.85%	$17,367	17.40%
Interest Income	$800,000	$308,174	38.52%	$368,135	46.00%
Health Insurance - Empl. Ded.	$1,594,619	$285,756	17.92%	$1,398,187	71.28%
1/4 Cent Sales Tax	$4,158,148	$0	0.00%	$0	0.00%
County Real Estate Transf Tax	$450,000	$71,197	15.82%	$53,186	11.80%
Federal Inmate Revenue	$210,000	$0	0.00%	$17,664	8.80%
Sheriff Fees	$114,139	$18,656	16.35%	$15,029	12.30%
TOTALS	**$15,236,906**	**$1,489,100**	**9.77%**	**$2,610,162**	
Public Safety Sales Tax	**$9,000,000**	**$0**	**0.00%**	**$0**	**0.00%**
Transportation Sales Tax	**$9,000,000**	**$0**	**0.00%**	**$0**	**0.00%**

Figures as of 1/31/2026. Figures may change due to final accruals.

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

EXPENDITURES

All General Fund Offices/Categories					
	$34,946,804	**$4,425,148**	**12.66%**	**$34,804,754**	**94.31%**

QUARTER:4th 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	58	9	0	12	2	**57**	0	0
EMINENT DOMAIN	ED	19	1	0	0	0	**20**	0	0
EVICTION	EV	106	127	8	176	10	**75**	0	0
FORECLOSURE	FC	168	58	0	39	3	**190**	0	0
GOVERNMENT CORPORTATION	GC	0	0	0	0	0	**0**	0	0
GUARDIANSHIP	GR	17	26	0	25	0	**18**	0	0
LAW > $50,000	L	7	0	0	2	0	**5**	0	0
LAW > $50,000	LA	152	38	2	37	0	**155**	0	0
LAW < $50,000	LM	306	165	3	134	23	**363**	2	0
MENTAL HEALTH	MH	0	2	0	1	0	**1**	0	0
MISCELLANEOUS REMEDY	MR	27	23	0	18	3	**35**	0	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	**0**	0	0
PROBATE	P	35	0	0	3	1	**33**	0	0
PROBATE	PR	140	17	0	18	1	**140**	2	0
SMALL CLAIM	SC	862	680	11	733	119	**939**	0	0
TAX	TX	19	32		17	0	**34**	0	0
TOTAL CIVIL		**1916**	**1178**	**24**	**1215**	**162**	**2065**	**4**	**0**

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

QUARTER:4th 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	719	125	125	456	0	132	43	**755**	27	3
CRIMINAL MISDEMEANOR	CM	379	138	138	203	1	124	227	**621**	14	5
CONSERVATION VIOLATION	CV	1	4	4	5	0	3	0	**2**	0	0
DOMESTIC VIOLENCE	DV	169	54	54	120	0	48	10	**185**	2	1
DRIVING UNDER THE INFLUENCE	DT	326	84	84	259	0	93	10	**327**	1	0
MAJOR TRAFFIC	MT	1290	588	588	874	0	717	142	**1303**	33	1
MINOR TRAFFIC	TR	1109	1109	1109	1251	0	1386	13	**845**	4	0
ORDINANCE VIOLATION	OV	63	9	9	9	0	8	-32	**32**	0	0
QUASI-CRIMINAL	QC	0	2	1	1	0	0	0	**2**	0	0
TOTAL CRIMINAL		**4056**	**2113**	**2112**	**3178**	**1**	**2511**	**413**	**4072**	**81**	**10**

*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	3	0	0	0
MINOR TRAFFIC VIOLATION (Rules 529 or 531)	TR	628	441	85	80
TOTALS		**631**	**441**	**85**	**80**

TABLE 3: REASONS FOR INACTIVE INSTANCES

CATEGORY	CODE	TOTAL INACTIVE*	WARRANT	SPECIALTY COURT	OTHER
CRIMINAL FELONY	CF	27	21	6	0
CRIMINAL MISDEMEANOR	CM	14	12	2	0
CONSERVATION VIOLATION	CV	0	0	0	0
DOMESTIC VIOLENCE	DV	2	1	1	0
DRIVING UNDER THE INFLUENCE	DT	1	1	0	0
MAJOR TRAFFIC	MT	33	33	0	0
MINOR TRAFFIC	TR	4	4	0	0
ORDINANCE VIOLATION	OV	0	0	0	0
QUASI-CRIMINAL	QC	0	0	0	0
TOTAL INACTIVE CASES		**81**	**72**	**9**	**0**

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

QUARTER:4th 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	2	7	0	4	0	**5**
DISSOLUTION OF MARRIAGE	D	9	0	0	13	4	**0**
DISSOLUTION WITH CHILDREN	DC	176	48	0	49	0	**175**
DISSOLUTION WITHOUT CHILDREN	DN	80	38	1	31	0	**88**
FAMILY	F	18	0	0	4	0	**14**
FAMILY	FA	138	41	0	30	0	**149**
TOTAL FAMILY		**423**	**134**	**1**	**131**	**4**	**431**

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	17	0	0	0	2	0	**15**	0	0
JUVENILE ABUSE & NEGLECT	JA	174	20	22	0	25	0	**169**	6	3
JUVENILE DELINQUENT	JD	229	31	31	0	34	0	**226**	0	0
TOTAL JUVENILE		**420**	**51**	**53**	**0**	**61**	**0**	**410**	**6**	**3**

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

QUARTER:4th 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	45	4	0	3	-25	**21**	0	0
MISCELLANEOUS CRIMINAL	MX	98	63	0	42	4	**123**	12	5
ORDERS OF PROTECTION	OP	173	139	0	147	-30	**135**	34	0
TOTAL OTHER		**328**	**206**	**0**	**192**	**-51**	**291**	**46**	**5**

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

QUARTER:4th YEAR:2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT E TIME LAPSE OF ALL CASES CLOSED BY JURY OR BENCH TRIAL

CASE NUMBER	FILING DATE mm/dd/yy	DATE CLOSED - JURY TRIAL mm/dd/yy	DATE CLOSED - BENCH TRIAL mm/dd/yy
2024-DV-000164	12/17/24		10/29/25
2024-DV-000171	12/31/24		12/03/25
2025-DV-000054	05/07/25		10/06/25
2025-DV-000057	05/12/25		12/03/25
2025-DV-000070	05/25/25		12/03/25
2018-MR-000058	03/23/18		11/24/25
2018-MR-000058	03/23/18		12/03/25
2018-MR-000058	03/23/18		12/03/25
2023-MT-001884	12/08/23	11/21/25	
2023-MT-001938	12/09/23		10/23/25
2023-MT-001938	12/09/23		12/22/25
2024-MT-001811	10/07/24		10/21/25
2025-MT-000501	04/11/25		12/08/25
2025-MT-000655	05/04/25		12/02/25
2025-MT-001548	09/08/25		12/11/25
2025-MT-001558	09/10/25		12/09/25
2025-MX-000193	08/13/25		10/29/25
2025-TR-000305	01/29/25		11/10/25
2025-TR-001037	03/24/25		12/01/25
2025-TR-002094	05/28/25		10/20/25
2025-TR-002452	06/20/25		12/09/25
2025-TR-002674	06/27/25		10/24/25
2025-TR-003015	07/21/25		11/12/25
2025-TR-003308	08/09/25		10/21/25
2025-TR-003482	08/21/25		12/11/25
2025-TR-003602	08/30/25		10/24/25
2025-TR-004063	09/27/25		12/02/25
2025-TR-004095	09/30/25		12/08/25
2021-CF-000390	12/14/21		10/15/25
2022-CF-000251	07/12/22		11/12/25
2022-CF-000251	07/12/22		11/12/25
2022-CF-000251	07/12/22		11/12/25
2022-CF-000251	07/12/22		11/12/25
2022-CF-000251	07/12/22		11/18/25
2022-CF-000251	07/12/22		11/19/25
2022-CF-000251	07/12/22	11/20/25	
2022-CF-000296	08/04/22		10/15/25
2022-CF-000296	08/04/22		10/21/25
2023-CF-000028	03/03/23		10/06/25
2023-CF-000028	03/03/23		10/17/25
2023-CF-000028	03/03/23		11/25/25
2023-CF-000028	03/03/23		12/29/25
2024-CF-000039	02/16/24		10/09/25
2024-CF-000054	02/23/24		11/12/25
2024-CF-000335	10/26/24		12/02/25
2025-CF-000291	08/08/25		11/12/25
2025-CF-000291	08/08/25		11/12/25
2021-CM-000507	12/14/21		10/15/25
2022-CM-000255	08/20/24		10/31/25
2023-CM-000285	09/28/23		11/25/25
2023-CM-000285	09/28/23		12/29/25
2023-CM-000372	12/12/23	11/21/25	
2023-CM-000388	12/27/23		10/27/25
2024-CM-000097	03/25/24		11/12/25
2024-CM-000328	11/04/24		12/15/25
2023-DT-000194	09/18/23		12/05/25
2024-DT-000105	06/04/24		12/03/25
2024-DT-000110	06/09/24		10/08/25
2024-DT-000131	07/07/24		10/02/25
2024-DT-000145	08/02/24		12/05/25
2024-DT-000193	11/02/24		12/03/25
2025-DT-000014	01/19/25		11/13/25
2025-DT-000017	02/01/25		10/29/25
2025-DT-000025	02/20/25		12/11/25
2025-DT-000033	03/10/25		12/22/25
2025-DT-000097	06/07/25		10/15/25
2025-DT-000125	07/07/25		10/15/25
2025-DT-000163	08/24/25		12/09/25

QUARTER: 4th YEAR: 2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT H ORDERS OF PROTECTION ISSUED OR GRANTED

CATEGORY	EMERGENCY	INTERIM	PLENARY / FINAL	TOTALS
Civil No Contact Order	6		8	**14**
Firearms Restraining Order	6		1	**7**
Order of Protection	73	1	40	**114**
Stalking No Contact Order	5		13	**18**
Protective Order	0		0	**0**
TOTAL	**90**	**1**	**62**	**153**

QUARTER:4th **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	25	7	2	2	1	20	**57**
EMINENT DOMAIN	ED	10	1	0	7	0	2	**20**
EVICTION	EV	68	6	0	1	0	0	**75**
FORECLOSURE	FC	138	34	9	9	0	0	**190**
GOVERNMENT CORPORATION	GC	0	0	0	0	0	0	**0**
GUARDIANSHIP	GR	15	2	0	1	0	0	**18**
LAW > $50,000	L	0	0	0	0	2	3	**5**
LAW > $50,000	LA	95	35	21	4	0	0	**155**
LAW < $50,000	LM	333	23	2	0	1	4	**363**
MENTAL HEALTH	MH	1	0	0	0	0	0	**1**
MISCELLANEOUS REMEDY	MR	28	3	0	1	0	3	**35**
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	**0**
PROBATE	P	0	0	0	0	13	20	**33**
PROBATE	PR	84	28	19	9	0	0	**140**
SMALL CLAIM	SC	887	24	2	3	7	16	**939**
TAX	TX	34	0	0	0	0	0	**34**
TOTAL CIVIL		**1718**	**163**	**55**	**37**	**24**	**68**	**2065**

CATEGORY	CODE	YEAR FILED						TOTAL
		2025	2024	2023	2022	2021	PRIOR TO 2021	
CRIMINAL FELONY	CF	380	122	61	41	25	126	**755**
CRIMINAL MISDEMEANOR	CM	291	66	28	24	32	180	**621**
CONSERVATION VIOLATION	CV	1	0	0	0	0	1	**2**
DOMESTIC VIOLENCE	DV	133	38	9	5	0	0	**185**
DRIVING UNDER THE INFLUENCE	DT	177	38	28	22	13	49	**327**
MAJOR TRAFFIC	MT	947	196	91	69	0	0	**1303**
MINOR TRAFFIC	TR	513	29	42	23	68	170	**845**
ORDINANCE VIOLATION	OV	4	0	0	5	4	19	**32**
QUASI-CRIMINAL	QC	2	0	0	0	0	0	**2**
TOTAL CRIMINAL		**2448**	**489**	**259**	**189**	**142**	**545**	**4072**

CATEGORY	CODE	YEAR FILED						TOTAL
		2025	2024	2023	2022	2021	PRIOR TO 2021	
ADOPTION	AD	4	1	0	0	0	0	**5**
DISSOLUTION OF MARRIAGE	D	0	0	0	0	2	3	**5**
DISSOLUTION WITH CHILDREN	DC	139	38	5	1	0	0	**183**
DISSOLUTION WITHOUT CHILDREN	DN	73	13	4	0	0	0	**90**
FAMILY	F	0	0	0	0	1	14	**15**
FAMILY	FA	95	44	6	6	0	0	**151**
TOTAL FAMILY		**311**	**96**	**15**	**7**	**3**	**17**	**449**

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	5	0	1	0	0	**14**
JUVENILE ABUSE & NEGLECT	JA	82	41	28	7	2	2	**162**
JUVENILE DELINQUENT	JD	81	66	26	7	6	17	**203**
TOTAL JUVENILE		**171**	**112**	**54**	**15**	**8**	**19**	**379**

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	6	1	0	1	3	10	**21**
MISCELLANEOUS CRIMINAL	MX	81	33	8	1	0	0	**123**
ORDERS OF PROTECTION	OP	124	6	0	1	1	3	**135**
TOTAL OTHER		**211**	**40**	**8**	**3**	**4**	**25**	**291**

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.

REPORT J
ANNUAL FINANCIAL REPORT

CLERK OF THE CIRCUIT COURT
Kendall COUNTY
23rd JUDICIAL CIRCUIT
FISCAL YEAR ENDING 30-Nov 2025

PART I - REVENUE OF CLERK'S OFFICE

A. CLERK'S FEES AND COSTS RECEIVED (Include the various fees in the Clerks of Courts Act (705 ILCS 105/1 et seq.). Other clerk's fees not allocated to a specific fund are also reported in this total: they include the administrative fees for the Surcharge, Crime Lab fund, Sexual Assault fine, Trauma Center fund, Credit Card payment, Domestic Battery, and clerk's costs for Bail Bonds and Passports.)	**SECTION A TOTAL**	**$1,650,852.58**
B. COURT AUTOMATION FUND	**SECTION B TOTAL**	**$205,797.98**
C. SEPARATE MAINTENANCE AND CHILD SUPPORT COLLECTION FUND	**SECTION C TOTAL**	**$42,702.58**
D. COURT DOCUMENT STORAGE FUND	**SECTION D TOTAL**	**$205,616.43**
E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND	**SECTION E TOTAL**	**$54,660.71**
F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND	**SECTION F TOTAL**	**$41,015.49**
G. OTHER REVENUE OF CLERK'S OFFICE (SPECIFY)		
(1) INTEREST PAID ON ACCOUNTS $0.00		
(2) DHFS IV-D CONTRACTUAL AND INCENTIVE $4,410.00		
(3) OTHER $0.00		
	SECTION G (1,2,3) TOTAl	**$4,410.00**

PART I - REVENUE OF THE CLERK'S OFFICE (SECTIONS A,B,C,D,E,F,G) TOTAL	**$2,205,055.77**

PART II - COST OF OPERATING CLERK'S OFFICE

A. GROSS SALARIES

(1) CIRCUIT CLERK SALARY (DO NOT INCULDE STIPENDS)	$96,131.88	
(2) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL SALARIES		
(a) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID BY THE COUNTY	$1,183,067.14	
(b) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM AUTOMATION FUND	$0.00	
(c) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM MAINTENANCE AND CHILD SUPPORT FUND	$0.00	
(d) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM COURT DOCUMENT STORAGE	$28,330.00	
(e) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM CLERK OPERATION AND ADMINISTRATIVE FUND	$0.00	
(3) NUMBER OF **FULL-TIME** STAFF POSITIONS (NOT INCLUDING CIRCUIT CLERK): 27		
NUMBER OF **PART-TIME** STAFF POSITIONS: 1		
DO NOT INCULUDE CONTRACTUAL PERSONNEL	**SECTION A (1,2) TOTAL**	**$1,307,529.02**

B. AUTOMATION EXPENSES
(INCLUDE ALL HARDWARE, SOFTWARE, MAINTENANCE, TRAINING, AND OTHER EXPENSES RELATED TO AUTOMATION) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM COURT AUTOMATION FUND	$7,459.72	
(2) PAID FROM COUNTY GENERAL FUND	$158,442.19	
	SECTION B (1,2) TOTAL	**$165,901.91**

C. MAINTENANCE AND CHILD SUPPORT EXPENSES
(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO MAINTENANCE AND CHILD SUPPORT.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM MAINTENANCE AND CHILD SUPPORT COLLECTION FUND	$4,498.90	
(2) PAID FROM COUNTY GENERAL FUND	$0.00	
	SECTION C (1,2) TOTAL	**$4,498.90**

D. COURT DOCUMENT STORAGE EXPENSES
(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO DOCUMENT STORAGE.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM DOCUMENT STORAGE FUND	$89,636.22	
(2) PAID FROM COUNTY GENERAL FUND	$0.00	
	SECTION D (1,2) TOTAL	**$89,636.22**

E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND
(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING TELECOMMUNICATIONS, TRAVEL, ETC.)
(DO NOT INCLUDE ANY SALARIES)

SECTION E TOTAL **$11,216.04**

F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND
(INCLUDES EXPENSES TO PERFORM THE DUTIES OF THE OFFICE IN ESTABLISHING AND MAINTAINING ELECTRONIC CITATIONS.)

SECTION F TOTAL **$18,866.97**

G. ALL OTHER CLERK'S OFFICE EXPENSES
(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING, TELECOMMUNICATIONS, TRAVEL, CONTRACTUAL PERSONNEL, ETC.)

PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT A.
NOTE: DO NOT INCLUDE ANY EXPENSES REPORTED IN B,C,D,E OR F ABOVE

CLICK HERE TO GO TO ATTACHMENT A

SECTION G TOTAL **$319,527.82**

PART II - COST OF OPERATING A CLERK'S OFFICE (SECTION A,B,C,D,E,F,G) TOTAL **$1,917,176.88**

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS

A. MAINTENANCE AND CHILD SUPPORT

1) CLERK'S OFFICE (Include payments deposited and disbursed and personal checks endorsed without recourse and forwarded to obligee or public office.)	$0.00	
2) STATE DISBURSEMENT UNIT (Insert the **TOTAL NET AMOUNT** reported by the State Disbursement Unit)	$13,017,635.94	
	SECTION A TOTAL	**$13,017,635.94**
	THIS AMOUNT FORWARDED TO PAGE 7	

B. FINES, PENALTIES, ASSESSMENTS, CHARGES AND FORFEITURES

1) MUNICIPALITIES (CITIES, VILLAGES, TOWNS, AND PARK DISTRICTS)		
a. ALL EXCEPT DRUG FINES	$336,526.94	
b. DRUG FINES	$65.00	
c. CRIME LABORATORY FUND	$0.00	
d. CRIME LABORATORY DUI FUND	$0.00	
e. OTHER	$58,528.82	
	SUBTOTAL 1-a,b,c,d,e	$395,120.76

1.1) DRUG TASK FORCE	$16,634.27

2) TOWNSHIPS AND DISTRICTS (INCLUDING ROAD DISTRICTS, SPECIAL DISTRICTS, ETC.)		
a. ALL EXCEPT DRUG FINES	$1,485.73	
b. DRUG FINES	$0.00	
c OTHER	$11.90	
	SUBTOTAL 2-a,b,c	$1,497.63

(THE TOTAL OF ABOVE THREE AMOUNTS SHOULD BE TOTAL OF AMOUNT ATTACHMENT B)

CLICK HERE TO GO TO ATTACHMENT B

SUBTOTAL SECTION B (1,1.1,2) **$413,252.66**

3) COUNTY		
a. CRIMINAL FINES	$218,862.21	
b. TRAFFIC FINES	$174,161.14	
c. DRUG FINES	$485.62	
d. CRIME LABORATORY FUND	$0.00	
e. CRIME LABORATORY DUI FUND	$0.00	
f. COUNTY BOATING FUND	$0.00	
g. *OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT C. (INCLUDES PERCENTAGE DISBURSEMENT TO COUNTY GENERAL CORPORATE FUND)	$36,172.15	
	SUBTOTAL 3-a,b,c,d,e,f,g	$429,681.12

CLICK HERE TO GO TO ATTACHMENT C

SUBTOTAL SECTION B (1,1.1,2,3) **$842,933.78**

THIS AMOUNT FORWARDED TO THE TOP OF PAGE 5

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

4) STATE (Funds 1-45)

1. DNR FUNDS TOTAL	$108.37
2. ROAD FUND (OVERWEIGHTS)	$0.00
3. STATE TOLL HIGHWAY AUTHORITY FUND	$0.00
4. DRUG TRAFFIC PREVENTION FUND	$0.00
5. STATE CRIME LABORATORY FUND	$37,614.56
7. VIOLENT CRIME VICTIMS ASSISTANCE FUND	$60,453.46
8. TRAFFIC AND CRIMINAL CONVICTION SURCHARGE	$127,137.17
9. DRIVERS EDUCATION FUND	$19,668.51
10. DOMESTIC VIOLENCE SHELTER AND SERVICE FUND	$14,754.90
11. DRUG TREATMENT FUND	$40,445.73
12. CHILD ABUSE PREVENTION FUND	$0.00
13. SEXUAL ASSAULT SERVICES FUND	$1,700.00
14. TRAUMA CENTER FUND	$23,523.05
15. PERCENTAGE DISTRIBUTION: UNDER $55 FUND	$0.00
16. PERCENTAGE DISTRIBUTION: $55 AND OVER FUND	$1,701.62
17. GENERAL REVENUE FUND	$2,208.19
18. EMS ASSISTANCE FUND	$0.00
19. YOUTH DRUG ABUSE PREVENTION FUND	$2,083.12
20. SECRETARY OF STATE EVIDENCE FUND	$0.00
21. ILLINOIS CHARITY BUREAU FUND	$0.00
22. TRANSPORTATION REGULATORY FUND	$0.00
23. PROFESSIONAL REGULATION EVIDENCE FUND	$0.00
24. GENERAL PROFESSIONS DEDICATED FUND	$0.00
25. LOBBYIST REGISTRATION ADMINISTRATION FUND	$0.00
26. DESIGN PROFESSIONAL ADMIN. AND INVESTIGATION FUND	$0.00
28. AGGREGATE OPERATIONS REGULATORY FUND	$0.00
29. EDUCATION ASSISTANCE FUND	$0.00
30. DEPARTMENT OF PUBLIC HEALTH	$0.00
31. USED TIRE MANAGEMENT FUND	$0.00
32. EMERGENCY PLANNING AND TRAINING FUND	$0.00
33. FEED CONTROL FUND	$0.00
34. PESTICIDE CONTROL FUND	$0.00
35. SPINAL CORD INJURY PARALYSIS CURE RESEARCH TRUST FUND	$1,132.72
36. FIRE PREVENTION FUND	$28,627.08
38. OFFENDER REGISTRATION FUND	$0.00
39. SECURITIES AUDIT AND ENFORCEMENT FUND	$0.00
40. SPECIAL ADMINISTRATIVE FUND	$0.00
41. LEADS MAINTENANCE FUND	$2.00
43. DOMESTIC VIOLENCE ABUSER SERVICES FUND	$250.00
45. LUMP SUM SURCHARGE*	$13,304.20
SUBTOTAL 4 (1-45)	**$ 374,714.68**

THIS AMOUNT FORWARDED TO PAGE 5

*Pre-CTAA penalty (which or that) contains Traffic & Criminal Surcharge Fund, Law Enforcement Camera Grant Fund and LEADS Fund as of 7/1/06.
Note: The numerical order may have missing numbers due to funds removed in previous years.

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

SUBTOTAL SECTION B(1,1.1, 2, 3) $842,933.78

AMOUNT FORWARDED FROM THE BOTTOM OF PAGE 3

4) STATE (Funds 46-999)

SUBTOTAL 4 (1-45) $374,714.68

46. MENTAL HEALTH REPORTING FUND	$0.00
47. ARSONIST REGISTRATION FUND	$0.00
48. CAPITAL PROJECTS FUND	$0.00
50. CORPORATE CRIME FUND	$0.00
52. PERFORMANCE-ENHANCING SUBSTANCE TESTING	$0.00
53. FIRE TRUCK REVOLVING LOAN FUND	$45.00
54. FORECLOSURE PREVENTION PROGRAM FUND *(Walker v. Chasteen affirmed that this statute unconstitutional 6/17/2021)*	$0.00
57. IDOC PAROLE DIVISION OFFENDER SUPERVISION FUND	$0.00
58. ILLINOIS RACING BOARD	$0.00
59. LEAD POISON SCREENING, PREVENTION AND ABATEMENT FUND	$0.00
60. METHAMPHETAMINE LAW ENFORCEMENT FUND	$0.00
61. MILITARY FAMILY RELIEF FUND	$0.00
62. PRISONER REVIEW BOARD VEHICLE & EQUIPMENT FUND	$1,094.00
63. ROADSIDE MEMORIAL FUND	$150.00
64. TRUCKING ENVIRONMENTAL & EDUCATION FUND	$0.00
65. SECRETARY OF STATE POLICE DUI FUND	$0.00
66. SECRETARY OF STATE POLICE SERVICES FUND	$0.00
67. SECRETARY OF STATE POLICE VEHICLE FUND	$0.00
69. STATE ASSET FORFEITURE FUND	$0.00
70. STATE POLICE OPERATIONS ASSISTANCE FUND	$123,584.05
71. STATE POLICE STREETGANG-RELATED CRIME FUND	$0.00
72. STATE POLICE VEHICLE FUND	$0.00
73. TRANSPORTATION SAFETY HIGHWAY HIRE-BACK FUND	$2,250.00
74. VEHICLE INSPECTION FUND	$0.00
75. CONSERVATION POLICE OPERATIONS ASSISTANCE FUND	$137.00
76. PRESCRIPTION PILL AND DRUG DISPOSAL FUND	$1,244.50
77. CRIMINAL JUSTICE INFORMATION PROJECTS FUND	$420.00
78. STATE POLICE SERVICES FUND	$87.00
79. STATE POLICE MERIT BOARD PUBLIC SAFETY FUND	$22,173.52
80. GUARDIANSHIP AND ADVOCACY FUND	$0.00
81. SPECIALIZED SERVICES FOR SURVIVORS OF HUMAN TRAFFICKING FUND	$0.00
82. ACCESS TO JUSTICE FUND	$11,108.50
83. STATE'S ATTORNEYS APPELLATE PROSECUTOR	$0.00
84. SUPREME COURT SPECIAL PURPOSES FUND	$50,447.25
85. GEORGE BAILEY MEMORIAL FUND	$0.00
86. STATE POLICE LAW ENFORCEMENT ADMINISTRATIVE FUND	$4,714.00
88. SCOTT'S LAW FUND (effective 1/1/2020)	$0.00
89. LAW ENFORCEMENT CAMERA GRANT FUND	$9,950.50
999.OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT D.	$0.00

SUBTOTAL 4 (46-999) $227,405.32

CLICK HERE TO GO TO ATTACHMENT D

SUBTOTAL 4 (1-999) $602,120.00

SUBTOTAL SECTION B (1,1.1,2,3,4) TOTAL $ 1,445,053.78

THIS AMOUNT FORWARDED TO PAGE 7

Note: The numerical order may have missing numbers due to funds removed in previous years.

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

C. FEES OF OTHERS

1. STATE'S ATTORNEY		
(a) FEES	$18,531.92	
(b) RECORDS AUTOMATION FUND	$8,417.00	
	SUBTOTAL (1-a,b)	**$26,948.92**
2. SHERIFF		
(a) FEES (e.g. SERVICE OF PROCESS*)	$3,160.13	
(b) COUNTY GENERAL FUND FOR COURT SECURITY	$755.00	
	SUBTOTAL (2-a,b)	**$3,915.13**
3. COUNTY LAW LIBRARY FUND		$111,865.00
4. MARRIAGE AND CIVIL UNION FUND OF THE CIRCUIT COURT		$1,480.00
5. COUNTY FUND TO FINANCE THE COURT SYSTEM		$605.76
6. COURT-APPOINTED COUNSEL:		
(a) DEFENSE COUNSEL	$251.46	
(b) JUVENILE REPRESENTATION	$0.00	
	SUBTOTAL (6 -a,b)	**$251.46**
7. COURT-APPOINTED COUNSEL: STATE APPELLATE DEFENDER		$0.00
8. MUNICIPAL ATTORNEY PROSECUTION FEE		$0.00
9. PROBATION AND COURT SERVICES FUND		$132,656.65
10. DISPUTE RESOLUTION FUND		$0.00
11. MANDATORY ARBITRATION FUND		
(a) ARBITRATION FEE	$0.00	
(b) REJECTION OF AWARD	$0.00	
	SUBTOTAL (11-a,b)	**$0.00**
12. DRUG/ALCOHOL TESTING & ELECTRONIC MONITORING FEE		$27,340.63
13. ELECTRONIC MONITORING DEVICE FEE		
(a) SUBSTANCE ABUSE SERVICES FUND	$0.00	
(b) WORKING CASH FUND	$0.00	
	SUBTOTAL (13-a,b)	**$0.00**
14. COUNTY GENERAL FUND TO FINANCE EDUCATION PROGRAMS (DUI)		$0.00
15. COUNTY HEALTH FUND		$0.00
16. TRAFFIC SAFETY PROGRAM SCHOOL		$99,756.50
17. COUNTY JAIL MEDICAL COSTS FUND		$5,220.00
18. SEXUALLY TRANSMITTED DISEASE TEST FUND		$0.00
19. DOMESTIC RELATIONS LEGAL FUND		$0.00
20. CHILDREN'S WAITING ROOM FUND		$0.00
21. NEUTRAL SITE CUSTODY EXCHANGE FUND		$0.00
22. MORTGAGE FORECLOSURE MEDIATION PROGRAM FEES		$0.00
23. CHILDREN'S ADVOCACY CENTER		$4,585.00
24. COURT APPOINTED SPECIAL ADVOCATE (CASA)		$0.00
25. DRUG COURT		$30.00
26. JUDICIAL FACILITIES FEE		$250,120.01
27. MENTAL HEALTH/DRUG/VETERANS AND SERVICE MEMBERS COURT		$0.00
28. YOUTH DIVERSION PROGRAM		$0.00
29. PUBLIC DEFENDER RECORDS AUTOMATION FUND		$3,787.50
30. COUNTY DRUG ADDICTION SERVICES		$15.00
99. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT E.		$4,542.14
	SECTION C TOTAL	**$673,119.70**

CLICK HERE TO GO TO ATTACHMENT E

THIS AMOUNT FORWARDED TO PAGE 7

*Contains the FTA Warrant Fee and e-Citation Fee)

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

D. MISCELLANEOUS DISBURSEMENTS

1. RESTITUTION TO VICTIMS OF CRIME (INCLUDES JUVENILE)		$202,964.48
2. "WORK RELEASE" / GAINFULLY EMPLOYED OFFENDER		
a. TOTAL PAID TO COUNTY FOR ROOM AND BOARD	$13,199.57	
b. TOTAL PAID TO OTHER INDIVIDUALS AND AGENCIES	$0.00	
SUBTOTAL (2-a,b)		**$13,199.57**
3. EXPENSES NECESSARY FOR MINOR'S NEEDS UNDER THE JUVENILE ACT		$0.00
5. ABANDONED (UNCLAIMED) PROPERTY TO STATE		$19,109.82
6. DEPOSITS WITH CLERK DISBURSED DURING THE YEAR:		
a. FROM JUDICIAL SALES	$0.00	
b. FROM ALL OTHER CASE CATEGORIES	$0.00	
SUBTOTAL (6-a,b)		**$0.00**
7. REIMBURSEMENTS/CONTRIBUTIONS TO A "LOCAL ANTI-CRIME PROGRAM"		$0.00
8. REFUND AND RETURNS		
a. BAIL	$643,232.51	
b. OTHER	$117.00	
SUBTOTAL (8-a,b)		**$643,349.51**
9. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT F. (INCLUDES SUCH ITEMS AS WITNESS FEES, PASSPORT FEES DISBURSED TO THE FEDERAL GOVERNMENT, OUT OF COUNTY BONDS, TRANSFER OF BAIL TO ANOTHER COUNTY, COLLECTION FEES OR BAIL TO ANOTHER COUNTY, COLLECTION FEES OR OTHER VENDOR CONVENIENCE FEES, ETC.)		$2,600.00

CLICK HERE TO GO TO ATTACHMENT F

SECTION D TOTAL **$881,223.38**

THIS AMOUNT FORWARDED TO SECTION D BELOW

PART III TOTALS		
	SECTION A TOTAL (From PartIII.A-B.3)	**$13,017,635.94**
	SECTION B TOTAL (From PartIII.StateFunds2)	**$1,445,053.78**
	SECTION C TOTAL (From PartIII.C)	**$673,119.70**
	SECTION D TOTAL (From PartIII.D)	**$881,223.38**
PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS (SECTIONS A,B,C,D) TOTAL		**$16,017,032.80**

Note: The numerical order may have missing numbers due to funds removed in previous years.

PLEASE INDICATE THE MONTH YOUR FISCAL YEAR ENDS MONTH:

ATTACHMENT A

LINE ITEM BREAKDOWN OF PART II. G.: ALL OTHER CLERK'S OFFICE EXPENSES

DESCRIPTION	AMOUNT
Transfer to General Fund (Operations and Admin)	$15,000.00
Transfer to General Fund (Court Automation)	$150,000.00
Transfer to General Fund (Doc Storage)	$88,330.00
Transfer to General Fund (Child Support)	$10,000.00
Postage	$15,175.13
Office Supplies	$9,917.53
Dues	$1,736.37
Conferences	$7,381.39
Mileage	$1,746.08
Printing	$13,959.55
Uniforms/Clothing	$6,281.77
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
ATTACHMENT A TOTAL	**$319,527.82**

THIS TOTAL SHOULD MATCH PART II - SECTION G TOTAL ON PAGE 2.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT,
SIMPLY INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

Click here to see examples of items that may or may not appear on Attachment A

CLICK HERE TO RETURN TO PART III (B.1) (B1.1) & (B.2) (Pg.3)

ATTACHMENT B

LINE ITEM BREAKDOWN OF PART III. B. (1), (1.1) AND (2)
FINES, PENALTIES, ASSESSMENTS,CHARGES AND FORFEITURES PAID TO
MUNICIPALITIES, DRUG TASK FORCE AND TOWNSHIPS

NAME OF MUNICIPALITY, TOWNSHIP, OR DRUG TASK FORCE	ALL EXCEPT DRUG	DRUG	CRIME LAB	CRIME LAB DUI	OTHER	TOTALS
Montgomery	$22,677.68	$0.00	$0.00	$0.00	$5,403.00	**$28,080.68**
Sandwich	$10,778.75	$0.00	$0.00	$0.00	$1,644.00	**$12,422.75**
Joliet	$8,752.00	$0.00	$0.00	$0.00	$753.00	**$9,505.00**
Aurora	$768.00	$0.00	$0.00	$0.00	$126.00	**$894.00**
C-Pat	$0.00	$16,634.27	$0.00	$0.00	$0.00	**$16,634.27**
Plano	$43,749.78	$65.00	$0.00	$0.00	$4,200.00	**$48,014.78**
Oswego	$177,818.09	$0.00	$0.00	$0.00	$18,062.00	**$195,880.09**
Yorkville	$65,634.29	$0.00	$0.00	$0.00	$7,939.00	**$73,573.29**
Minooka	$5,498.35	$0.00	$0.00	$0.00	$795.00	**$6,293.35**
Little Rock Township	$278.85	$0.00	$0.00	$0.00	$0.00	**$278.85**
Oswego Township	$1,145.00	$0.00	$0.00	$0.00	$11.90	**$1,156.90**
Na-au-say Township	$58.24	$0.00	$0.00	$0.00	$0.00	**$58.24**
Plainfield	$850.00	$0.00	$0.00	$0.00	$212.00	**$1,062.00**
Newark	$0.00	$0.00	$0.00	$0.00	$350.00	**$350.00**
Bristol-Kendall Fire Protection	$0.00	$0.00	$0.00	$0.00	$4,028.00	**$4,028.00**
Joliet Fire and EMS	$0.00	$0.00	$0.00	$0.00	$750.00	**$750.00**
Little Rock-Fox Fire Protection	$0.00	$0.00	$0.00	$0.00	$1,500.00	**$1,500.00**
Minooka Fire Protection	$0.00	$0.00	$0.00	$0.00	$750.00	**$750.00**
Newark Fire Protection	$0.00	$0.00	$0.00	$0.00	$4,236.82	**$4,236.82**
Oswego Fire Protection	$0.00	$0.00	$0.00	$0.00	$7,030.00	**$7,030.00**
Plainfield Fire Protection	$0.00	$0.00	$0.00	$0.00	$750.00	**$750.00**
Bristol Township	$3.64	$0.00	$0.00	$0.00	$0.00	**$3.64**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
SUBTOTALS	**$338,012.67**	**$16,699.27**	**$0.00**	**$0.00**	**$58,540.72**	
(SUM OF SUBTOTALS ABOVE) ATTACHMENT B TOTALS						**$413,252.66**

THIS TOTAL SHOULD MATCH PART III - SECTION B (1), (1.1), AND (2) TOTAL ON PAGE 3.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT,
SIMPLY INSERT ROWS TO THIS SPREADSHEET AS REQUIRED.

Click here to see examples of items that may or may not appear on Attachment B

CLICK HERE TO RETURN TO PART III.C (Pg.3)

ATTACHMENT C

LINE ITEM BREAKDOWN OF PART III. B. (3) (g): "OTHER"

DESCRIPTION	AMOUNT
County Percentage Disbursement (Supreme Court Rule 529)	$4,186.00
PD Vehicle Fund	$40.00
Local Agency DUI (5279)	$620.15
Local Agency DUI Fund (6015)	$31,326.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
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	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
ATTACHMENT C TOTAL	**$36,172.15**

THIS TOTAL SHOULD MATCH PART III - SECTION B (3) (g) (OTHER) TOTAL ON PAGE 3.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

Click here to see examples of items that may or may not appear on Attachment C

CLICK HERE TO RETURN TO PART III.B.4 STATE FUNDS 2 (Pg.5)

ATTACHMENT D

LINE ITEM BREAKDOWN OF PART III. B. (4) 999: "OTHER"

DESCRIPTION	AMOUNT
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
ATTACHMENT D TOTAL	**$0.00**

THIS TOTAL SHOULD MATCH PART III - SECTION B (4) 999. (OTHER) TOTAL ON PAGE 5.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY
INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

Click here to see examples of items that may or may not appear on Attachment D

CLICK HERE TO RETURN TO PART III.C (Pg.6)

ATTACHMENT E

LINE ITEM BREAKDOWN OF PART III. C. (99): "OTHER"

DESCRIPTION	AMOUNT
Domestic Violence (MARS)	$1,067.14
Domestic Abuse Treatment- Mutual Ground	$2,600.00
Interstate Compact Transfer	$875.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
ATTACHMENT E TOTAL	**$4,542.14**

THIS TOTAL SHOULD MATCH PART III - SECTION C. (99) (Other) TOTAL ON PAGE 6.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

Click here to see examples of items that may or may not appear on Attachment E

CLICK HERE TO RETURN TO PART III.D (Pg.7)

ATTACHMENT F

LINE ITEM BREAKDOWN OF PART III. D. (9): "OTHER"

DESCRIPTION	AMOUNT
Stephenson County Circuit Clerk- Bond Transfer	$300.00
Lasalle County Circuit Clerk- Bond Transfer	$500.00
Dupage County Circuit Clerk- Bond Transfer	$300.00
Will County Circuit Clerk- Bond Transfer	$1,500.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00
ATTACHMENT F TOTAL	**$2,600.00**

THIS TOTAL SHOULD MATCH PART III - SECTION D. (9) (Other) TOTAL ON PAGE 7.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

Click here to see examples of items that may or may not appear on Attachment F

QUARTER:4th 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	1	0	0
EMINENT DOMAIN	ED	0	0	0
EVICTION	EV	14	1	0
FORECLOSURE	FC	2	0	0
GUARDIANSHIP	GR	4	0	0
LAW > $50,000	L	0	0	0
LAW > $50,000	LA	0	0	0
LAW < $50,000	LM	11	6	0
MENTAL HEALTH	MH	0	0	0
MISCELLANEOUS REMEDY	MR	17	0	0
PROBATE	P	0	0	0
PROBATE	PR	1	0	0
SMALL CLAIM	SC	43	10	0
TAX	TX	8	0	0
TOTAL CIVIL		**101**	**17**	**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	4	0	0
DISSOLUITION OF MARRIAGE	D	10	0	0
DISSOLUTION WITH CHILDREN	DC	16	0	0
DISSOLUTION WITHOUT CHILDREN	DN	17	1	0
FAMILY	F	3	0	0
FAMILY	FA	7	0	0
TOTAL FAMILY		**57**	**1**	**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	41	0	6
TOTAL OTHER		**42**	**0**	**6**

QUARTER:4th YEAR:2025 COUNTY: Kendall CIRCUIT: 23rd	REPORT L POST JUDGEMENT ACTIVITY

CIVIL CASES		
CATEGORY	**CODE**	**# OF COURT EVENTS**
ARBITRATION	AR	0
CHANCERY	CH	4
EMINENT DOMAIN	ED	0
EVICTION	EV	22
FORECLOSURE	FC	6
GOVERNMENT CORPORTATION	GC	0
GUARDIANSHIP	GR	61
LAW > $50,000	L	4
LAW > $50,000	LA	3
LAW < $50,000	LM	71
MENTAL HEALTH	MH	0
MISCELLANEOUS REMEDY	MR	5
MUNICIPAL CORPORATION	MC	0
PROBATE	P	75
PROBATE	PR	3
SMALL CLAIM	SC	525
TAX	TX	0
TOTAL		**779**

CRIMINAL AND QUASI-CRIMINAL CASES		
CATEGORY	**CODE**	**# OF COURT EVENTS**
CRIMINAL FELONY	CF	530
CRIMINAL MISDEMEANOR	CM	294
CONSERVATION VIOLATION	CV	0
DOMESTIC VIOLENCE	DV	243
DRIVING UNDER THE INFLUENCE	DT	159
MAJOR TRAFFIC	MT	1135
MINOR TRAFFIC	TR	755
ORDINANCE VIOLATION	OV	10
QUASI-CRIMINAL	QC	0
TOTAL		**3126**

FAMILY AND JUVENILE CASES		
CATEGORY	**CODE**	**# OF COURT EVENTS**
ADOPTION	AD	0
DISSOLUTION OF MARRIAGE	D	412
DISSOLUTION WITH CHILDREN	DC	154
DISSOLUTION WITHOUT CHILDREN	DN	28
FAMILY	F	219
FAMILY	FA	117
JUVENILE	J	0
JUVENILE	JV	4
JUVENILE ABUSE & NEGLECT	JA	9
JUVENILE DELINQUENT	JD	44
TOTAL		**987**

ALL OTHER CASES		
CATEGORY	**CODE**	**# OF COURT EVENTS**
CIVIL LAW VIOLATION	CL	0
CONTEMPT OF COURT	CC	0
MISCELLANEOUS CRIMINAL	MX	39
ORDERS OF PROTECTION	OP	188
TOTAL		**227**

QUARTER:4th 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	7		2		1	1	2		1						
EMINENT DOMAIN	ED	0														
EVICTION	EV	176	154	5	7	5	1	2	1			1				
FORECLOSURE	FC	39	15	5	8	2	3	3		1			1		1	
GOVERNMENT CORPORTATION	GC	0														
GUARDIANSHIP	GR	25	22	2						1						
LAW > $50,000	LA	37	10	3	4	8	2	2	1	2	2	2		1		
LAW < $50,000	LM	130	62	27	18	7	3	3	4	1	1	1	1	1	1	
MENTAL HEALTH	MH	1	1													
MISCELLANEOUS REMEDY	MR	18	18													
PROBATE	PR	18	1		6	2	3	2	1		1			1	1	
SMALL CLAIM	SC	689	450	92	49	32	18	10	10	8	3	4	4	4	5	
TAX	TX	17	1	16												
TOTAL		**1157**	**734**	**152**	**92**	**57**	**31**	**24**	**17**	**14**	**7**	**8**	**6**	**7**	**8**	**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	114	11	13	16	8	7	8	4	5	7	11	6	4	14	
CRIMINAL MISDEMEANOR	CM	115	39	16	13	8	10	7	6	5	5	3	2		1	
CONSERVATION VIOLATION	CV	3	3													
DOMESTIC VIOLENCE	DV	48	11	9	4	5	1	5	3	2	2	3		1	2	
DRIVING UNDER THE INFLUENCE	DT	91	23	16	10	4	7	7	4	6	3	2	2	4	3	
MAJOR TRAFFIC	MT	717	378	121	63	27	34	29	20	12	6	6	10	3	8	
MINOR TRAFFIC	TR	1342	1198	88	41	5	1	2	1	2	2				2	
ORDINANCE VIOLATION	OV	8	8													
QUASI-CRIMINAL	QC	0														
TOTAL		**2438**	**1671**	**263**	**147**	**57**	**60**	**58**	**38**	**32**	**25**	**25**	**20**	**12**	**30**	**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	4	4													
DISSOLUTION WITH CHILDREN	DC	49	14	8	5	4	5	3	3		1	2	2		2	
DISSOLUTION WITHOUT CHILDREN	DN	31	13	8	1	1	3	3		1				1		
FAMILY	FA	30	12	7	1	1	2	4	1		2					
JUVENILE	JV	2							2							
JUVENILE ABUSE & NEGLECT	JA	23		1	5	6	3	4	1					1	2	
JUVENILE DELINQUENT	JD	31	9	4	5	7	1	2	1		1	1				
TOTAL		**170**	**52**	**28**	**17**	**19**	**14**	**16**	**8**	**1**	**4**	**3**	**2**	**2**	**4**	**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	2	1		1											
MISCELLANEOUS CRIMINAL	MX	42	40	1	1											
ORDERS OF PROTECTION	OP	147	140	5	1	1										
TOTAL		**191**	**181**	**6**	**3**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

NOTE: DO NOT REPORT REINSTATED CASES.



2025 Annual Report

OFFICE OF THE KENDALL COUNTY CORONER
JACQUIE PURCELL, D-ABMDI, CORONER

804 W. JOHN STREET, SUITE A
YORKVILLE, ILLINOIS 60560

379 2024 Total Deaths
(1/1/2025 – 12/31/2025)

439 2025 Total Deaths
(1/1/25 – 12/31/25)

16% Increase vs. 2024

2024 Total Allowed Budget:	**$222,984**
2024 Actual Spent:	**$207,304**
2025 Total Allowed Budget:	**$298,704**
2025 Actual Spent:	**$286,405**

Types of Deaths Reportable to the Coroner

The Illinois Coroner Act (55 ILCS 5/3-3 et seq.) requires that certain deaths be reported to and investigated by the Coroner. These include, but are not limited to, sudden and unexpected deaths, accidental deaths, and deaths resulting from violence. Under this statute, the Coroner is authorized to order an autopsy whenever it is necessary to determine or confirm the cause and manner of death.

In addition to deaths specifically mandated by statute, all deaths occurring within the county must be reported to the Coroner's Office to ensure that any case requiring investigation is properly identified and addressed.

Why is the Coroner involved, and what does the Coroner's Office do?

Illinois law requires the Coroner's Office to investigate deaths that are sudden, violent, or suspicious in nature. In addition, any death occurring outside of a hospital setting must be reported to the Coroner's Office.

The Coroner's primary responsibility is to determine whether a death resulted from foul play. In making this determination, investigators may use a range of investigative methods, including interviews with family members and treating physicians, scene examination and photography, and physical examination of the decedent. In many cases, these investigative steps provide sufficient information to complete the investigation. When appropriate, the primary physician may be permitted to certify the death certificate.

Community Involvement

SCAN HERE

FOR MORE INFO

The Coroner's Office continued our popular Community Support & Harm Reduction Program through the use of State Opioid Response Grant funds. As a service to our citizens, this program offers **7 prescription medication drop boxes, 1 medical sharps drop-off location, free Narcan nasal spray devices, and free medical sharps waste containers**. We also to accept unused/unexpired diabetic supplies for donation year-round through our partnership with Insulin for Life and host drive-through takeback events every April and October through our partnership with the DEA.

This year, the Coroner's Office was able to destroy or donate over **810 pounds of medications and diabetic supplies** and dispose of over **500 pounds of medical sharps**, ensuring that these items no longer pose a hazard to the public.

To learn more about our community programs, visit **https://takeback.kendallcoroner.org** or scan the QR code.

Deaths by Manner & Cause

MANNER	Total: 439
Natural	396
Accident	22
Suicide	16
Homicide	2
Undetermined	2

Deaths by Cause Category

ACCIDENT	Total: 22
Overdose	3
Falls/Injuries	11
Motor Vehicle Collision	5
Choking	1
Other Traumatic Injury	2

SUICIDE	Total: 16
Gunshot Wound	10
Hanging / Ligature	2
Overdose	1
Carbon Monoxide Toxicity	2
Pedestrian vs. Train	1

HOMICIDE	Total: 2
Gunshot Wound	1
Sharp Force Injuries	1

UNDETERMINED	Total: 2
Drowning	1
Other / Undetermined	1

NATURAL	Total: 396
Cardiac (Natural)	115
Neurological	100
Kidney / Renal	14
Pulmonary	25
Liver / Hepatic	10
Gastrointestinal	2
Cancer / Neoplasm	112
Other	18

Organ & Tissue Donations

Organ & Tissue Donations	
Reported / All Calls	37
Tissue Referrals	18
Tissue Approaches	13
Tissue Donations	4

Cremation Permits

Cremation Permits	
Permits Issued	308

Coroner's Office Staff

Jacquie Purcell
Coroner

Cherie McCarron
Forensic Services Manager

Terry Fenoglio
Deputy Coroner / Investigator

Cristie Fry
Coroner's Assistant

William Bergland
Transporter

Kristin Escobar Alvarenga
Forensic Pathologist

Jessica Gotte
Senior Deputy Coroner / Investigator

Larry Simmons
Deputy Coroner / Investigator

Kendra Puga
Coroner's Assistant

Levi Gotte
Chief Deputy Coroner

William Sutton
Deputy Coroner / Investigator

Jennifer Johnson
Administrative Assistant

Allen Grobe
Transporter

The motto of the Kendall County Coroner's Office is ***"carorum ad curam"***, which is translated as "to take care of loved ones". This motto is the guiding principle by which we operate, and our staff is dedicated to supporting our citizens in any way that we can.
Our office is always available by calling (630) 553-4200.

Office of the Kendall County Coroner
Jacquie Purcell

Monthly Report
January 2026

* In January, there were 24.5 hours of community service served at the Kendall County Coroner's Office.

* Medication Collection: 0 lbs.
* SHARPS Collection: 66.6 lbs.

No Report.

Deaths Report to the M.E.		Deaths Investigations	
January 2026	36	**January 2026**	5
YTD	36	**YTD**	5

MEI Scene Investigations		Postmortem Examinations	
January 2026	7	**January 2026**	4
YTD	7	**YTD**	4

Manner of Death						
	Natural	**Accident**	**Suicide**	**Homicide**	**Undetermined**	**Pending**
January 2026	31	2	2	1	0	0
YTD	31	2	2	1	0	0

Cremation Permits Issued	
January 2026	24
YTD	24

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2026-0001	Natural	Nervous System	10-14-1936	01-01-2026	None	No
2026-0002	Natural	Neoplasm/Cancer	01-25-1977	01-01-2026	None	No
2026-0003	Natural	Neoplasm/Cancer	05-25-1960	01-02-2026	None	No
2026-0004	Natural	Nervous System	11-27-1947	01-04-2026	None	No
2026-0005	Natural	Neoplasm/Cancer	08-07-1962	01-04-2026	None	No
2026-0006	Natural	Neoplasm/Cancer	05-14-1969	01-05-2026	None	No
2026-0007	Natural	Neoplasm/Cancer	12-25-1960	01-05-2026	None	No
2026-0008	Natural	Neoplasm/Cancer	08-18-1944	01-05-2026	None	No
2026-0009	Natural	Cardiac-ASCVD-IHD	07-03-1954	01-06-2026	Toxicology	No
2026-0010	Natural	Cardiac-ASCVD-IHD and Hypertension	07-10-1962	01-07-2026	Full	Yes
2026-0011	Natural	Nervous System	12-03-1942	01-07-2026	None	No
2026-0012	Natural	Nervous System	07-31-1979	01-08-2026	None	No
2026-0013	Natural	Nervous System	04-06-1933	01-08-2026	None	No
2026-0014	Natural	Neoplasm/Cancer	02-09-1945	01-08-2026	None	No
2026-0015	Natural	Neoplasm/Cancer	11-19-1964	01-09-2026	None	No
2026-0016	Suicide	Gun-Revolver	12-22-1960	01-12-2026	None	Yes
2026-0017	Natural	Neoplasm/Cancer	10-03-1953	01-12-2026	None	No
2026-0018	Natural	Nervous System	06-19-1950	01-13-2026	None	No
2026-0019	Natural	Nervous System- Stroke	01-27-1956	01-13-2026	None	No
2026-0020	Suicide	Drug Death-Mixed Drug Toxicity	09-21-1951	01-13-2026	Full	Yes
2026-0021	Natural	Cardiac-Hypertension	08-07-1925	01-14-2026	None	No
2026-0022	Natural	Dementia-NOS	06-18-1930	01-15-2026	None	No
2026-0023	Natural	Neoplasm/Cancer	12-04-1934	01-16-2026	None	No
2026-0024	Natural	GI Tract Disease	04-21-1961	01-16-2026	None	No
2026-0025	Natural	Nervous System	03-14-1929	01-19-2026	None	No
2026-0026	Natural	Cardiac-ASCVD-IHD	07-14-1954	01-19-2026	None	No
2026-0027	Natural	Cardiac	11-18-1930	01-20-2026	None	No
2026-0028	Natural	Neoplasm/Cancer	01-22-1946	01-24-2026	None	No
2026-0029	Natural	Neoplasm/Cancer	06-24-1972	01-26-2026	None	No
2026-0030	Homicide	Sharp Instrument-Knife	08-13-1984	01-27-2026	Full	Yes
2026-0031	Natural	Dementia-Alzheimers	01-07-1952	01-27-2026	None	No
2026-0032	Natural	Cardiac-ASCVD-IHD	01-16-1961	01-28-2026	None	Yes
2026-0033	Natural	Cardiac	09-03-1941	01-28-2026	None	No
2026-0034	Accident	Fire death from explosion	12-16-1961	01-30-2026	Full	Yes
2026-0035	Accident	Fire death from explosion	04-27-1963	01-30-2026	Full	Yes
2026-0036	Natural	Cardiac-ASCVD-IHD and Hypertension	06-02-1972	01-31-2026	None	Yes

To: Law, Justice and Legislation Committee Board Members KCBoard@kendallcountyil.gov
Kendall County Board dgillette@kendallcountyil.gov
Kendall County, Illinois
From: Jason D. Majer, Kendall County Public Defender

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

AS OF FEBRUARY 2026

	J. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	C.WITHERUP	S. HOLLMEYER	M. WHITE	New Files	TOTAL
Criminal Felony:	**124**	**152**	**241**	**35**		**59**		**135**	
Class M-	2	2							
Class X-	7	23							
Class 1-	6	5	10						
Class 2-	28	31	49			1			
Class 3-	29	36	69	11		31			
Class 4-	51	55	109	24		27			
MX/SVP/Post C.:	1	3	4		**34**				
Criminal CM:	**32**	**20**	**81**	**42**	**47**	**68**	**27**	**47**	
Criminal DUI/DT:	**9**	**3**	**5**	**10**	**11**	**24**	**9**	**33**	
Criminal DV:	**20**	**11**	**5**	**13**	**4**	**49**	**18**	**35**	
Traffic Offenses (TR):	**9**	**17**	**51**	**60**	**3**	**88**	**37**	**24**	
Traffic Offenses (MT):	**15**	**10**	**12**	**84**	**81**	**161**	**64**	**173**	
Juvenile JA/Truancy JV:			**5**	**75**	**15**	**100**	**30**	**30**	

	J. MAJER	C. WHEATON	K. GUSTAFSON	R.LANCILOTI	C.WITHERUP	S. HOLLMEYER	M. WHITE	New Files	TOTAL
Juvenile JD:			**1**	**2**	**23**	**61**		**28**	
Class X-					1	5			
Class 1-						2			
Class 2-				1	3	9			
Class 3-					3	11			
Class 4-			1	1	7	5			
CM-					9	29			
Criminal Contempt:									
Civil Law/Other:									
Conditions Call Only:									**30**
Total Open/FEB-26:	**209**	**224**	**401**	**321**	**218**	**610**	**185**		**2,168**
Total Open/JAN-26:	**214**	**224**	**404**	**581**	**222**	**583**	**176**		**2,228**
Total Closed/JAN-26:	**32**	**28**	**79**	**72**	**66**	**89**	**24**		**390**
Total New Files-JAN-26:	**41**	**71**	**61**	**61**	**110**	**104**	**58**		**506**

Kendall County Agenda Briefing

Meeting Type: County Board Meeting

Meeting Date: 2/17/2026

Subject: Approval of a Special Use Permit and Variance for a Commercial Solar Farm East of 3485 Route 126

Prepared by: Matthew H. Asselmeier, AICP, CFM

Department: Planning, Building and Zoning

Action Requested:

Approval of Petition 25-22, a Request from Todd E. Fryatt on Behalf of East Schoolhouse Road Community Energy Initiative, LLC (Tenant) and John H. Smits on Behalf of the Jerrald J. Smits ET AL Trust (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 Allowing a Commercial Solar Energy Facility on Property Within 1.5 Miles of Municipality Without an Annexation Agreement at the Property East of 3485 Route 126, Oswego (PIN: 06-09-400-004) in Na-Au-Say Township; Property is Zoned A-1

Previous Board/Committee Review:

Kendall County Regional Planning Commission – Approval with Conditions (6-3-1) on January 28, 2026

Kendall County Zoning Board of Appeals – Approval with Conditions (4-2-1) on February 2, 2026

Kendall County Planning, Building and Zoning Committee – Approval with Conditions (3-0-1-1) on February 9, 2026

Fiscal impact:

N/A

Background and Discussion:

Petition information can be found here, https://www.kendallcountyil.gov/home/showpublisheddocument/34019/639058983629509889.

Staff Recommendation:
Neutral

Attachments:

Proposed Ordinance

ORDINANCE NUMBER 2026-_____

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 EAST OF 3485 ROUTE 126, OSWEGO (PIN: 06-09-400-004), IN NA-AU-SAY 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 eighty-six acres located at the property east of 3485 Route 126, Oswego (PIN: 06-09-400-004), in Na-Au-Say 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 the Jerrald J. Smits et al Trust as represented by John H. Smits who has entered into a lease agreement with East Schoolhouse Road Community Energy Initiative LLC as represented by Todd E. Fryatt and collectively shall hereinafter be referred to as the "Petitioner"; and

WHEREAS, on or about October 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 January 8, 2026, and following due and proper notification to the Village of Oswego on or about January 5, 2026, and following due and proper notification to Na-Au-Say Township on or about January 5, 2026, 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 January 5, 2026, the Kendall County Zoning Board of Appeals held a public hearing on February 2, 2026, 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 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 December 15, 2025, 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, including performance reporting requirements contained therein, decommissioning plan attached hereto as Exhibit E, and Agricultural Impact Mitigation Agreement attached hereto as Exhibit F.

    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. 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.

    E. 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.

    F. Any structures, included 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.

    G. One (1) warning sign shall be placed near the access on Route 126. 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.

H. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.

I. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.

J. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

K. 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.

L. 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.

M. 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 17th day of February, 2026.

Attest:

_____	_____
Kendall County Clerk	Kendall County Board Chairman
Debbie Gillette	Matt Kellogg

Property located in Kendall County, Illinois

The west 1/2 of the south east 1/4 of section 9 township 36 north, range 8 east of 3rd p.m. and that part of the west 1/2 of the northeast 1/4 of section 16 lying northerly of the centerline of Illinois route no. 126 (excepting therefrom the following described tract: beginning at the southwest corner of said south east 1/4 of section 9; thence north 01 degrees, 36 minutes, 40 seconds west along the west line of said south east 1/4, 260 feet; thence north 88 degrees, 44 minutes, 53 seconds east, 335 feet; thence south 01 degrees, 39 minutes, 11 seconds east, 677.39 feet to the centerline of said road; thence south 80 degrees, 28 minutes, 31 seconds west along said centerline, 338.17 feet to the west line of said northeast 1/4; thence north 01 degrees, 40 minutes, 39 seconds west along said west line, 466.05 feet to the point of beginning), in the township of Na-Au-Say, Kendall County, Illinois.

Exhibit B

The Kendall County Zoning Board of Appeals held a public hearing on the Petition 25-22 on February 2, 2026 and made the following Findings of Fact and Recommendation on the same day. Chairman Mohr dissented on both sets of Findings of Fact. Member Cherry and Chairman Mohr voted against the Recommendation. Member Prodehl was absent.

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 Route 126 will be retained for agricultural use and serve as a buffer to the floodplain. 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 primarily A-1 and A-1 with a special use permit 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 Route 126 and screened 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 secure applicable permits from IDOT and a stormwater management permit. 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. A drain tile survey has been completed and foundation design will work around or reroute any identified drain tiles to ensure proper drainage. Annual reporting for the first five (5) years after planting and germination was included in the vegetative management plan.**

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 Village of Oswego requested the County to deny the special use permit because the proposal could negatively impact the Village's ability to grow and Na-Au-Say Township request that the proposal be denied because of the impact of the proposal on the watershed, the high LESA Score, the request from the Village of Oswego to deny the proposal, the incompatibility of the proposal with the County and Township's plans, and potential disruption of future development**

along Schlapp Road. The Kendall County Regional Planning Commission recommended approval of the proposal with conditions.

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 Village of Oswego and the Village of Plainfield. The subject property is on the Village of Oswego's side of the boundary agreement. The Village of Oswego submitted a letter stating they 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 Village of Oswego 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:

1. The site shall be developed substantially in accordance with the submitted site plan, vegetative management plan, including performance reporting requirements contained therein, decommissioning plan, and Agricultural Impact Mitigation Agreement.
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. 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.
5. 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.
6. Any structures, included 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.
7. One (1) warning sign shall be placed near the access on Route 126. 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.

8. KenCom and other applicable public safety agencies shall be supplied the access code to the Knox Box/security gate.

9. Damaged drain tile will be repaired on a timeframe approved by the Kendall County Planning, Building and Zoning Department.

10. The operators of the use allowed by this special use permit acknowledge and agree to follow Kendall County's Right to Farm Clause.

11. 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.

12. 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.

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

14. 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.

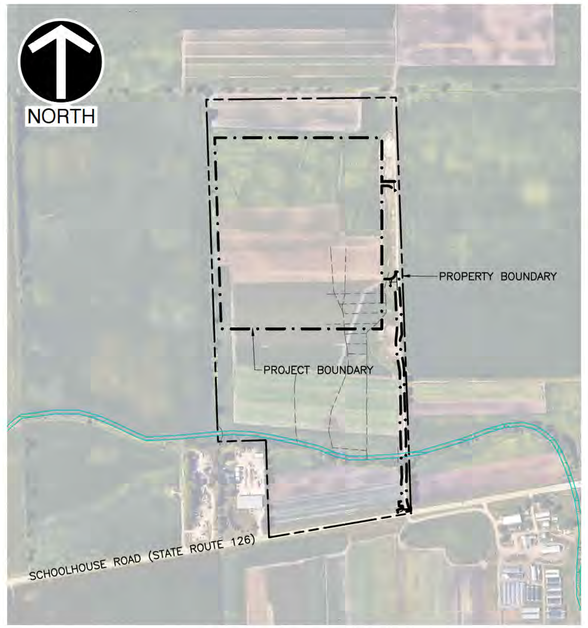
EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR PROJECT
SPECIAL USE APPLICATION PLANS
NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS

LEGEND

700	EXISTING INDEX CONTOUR
702	EXISTING INTERMEDIATE CONTOUR
	EXISTING PROPERTY BOUNDARY LINE
	EXISTING ADJACENT PROPERTY LINE
	EXISTING SECTION LINE
	EXISTING CENTER LINE
	EXISTING FENCE LINE
	EXISTING GRAVEL ROAD EDGE
OH-E	EXISTING OVERHEAD ELECTRIC LINE
	EXISTING STORM SEWER
FO	EXISTING FIBER OPTIC LINE
COMM	EXISTING COMMUNICATION LINE
	EXISTING TREE LINE
	EXISTING SETBACK
	EXISTING FEMA ZONE A BOUNDARY
	EXISTING DRAIN TILE
	EXISTING STREAM
	EXISTING STORM SEWER
	EXISTING PAVED ROAD SURFACE
	EXISTING GRAVEL DRIVEWAY
	EXISTING SOIL BOUNDARY
152A	EXISTING SOIL TYPE
	EXISTING POWER POLE
	EXISTING INLET
	EXISTING STREAM FLOW DIRECTION
	EXISTING WETLAND
	EXISTING DRAIN TILE
	PROPOSED OVERLAND FLOW DIRECTION
	PROPOSED UTILITY POLE
	PROPOSED SOLAR PANEL
	PROPOSED POST FOR SOLAR ARRAY
	PROPOSED FENCE LINE
OH-W	PROPOSED OVERHEAD WIRE
E	PROPOSED UNDERGROUND ELECTRIC LINE
	PROPOSED ACCESS ROAD
	PROPOSED SEEDING AREA
SF	PROPOSED SILT FENCE
	ROCK CONSTRUCTION ENTRANCE
	PROPOSED APPROXIMATE LIMITS OF DISTURBANCE
	PROPOSED STORM SEWER
	PROPOSED FLOW LINE
ME	MATCH EXISTING ELEVATION
C	PROPOSED CONCRETE ELEVATION
G	PROPOSED GRAVEL ELEVATION
HP	HIGH POINT
600.00	PROPOSED SPOT ELEVATION

REFERENCE

1. EXISTING TOPOGRAPHY AND PLANIMETRIC FEATURES TAKEN FROM SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL, INC. BASED UPON FIELD OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH, 2025.
2. EXISTING TOPOGRAPHY OUTSIDE OF PROPERTY BOUNDARY EXTRACTED FROM THE KENDALL COUNTY GIS "2018 CONTOURS", ON APRIL 9, 2025.
3. PROPOSED SOLAR LAYOUT PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. BY ECA SOLAR, LLC ON AUGUST 28, 2025; FILE NAME "PROPOSEDPLAN_ELEC.DWG".
4. EXISTING WETLAND DELINEATION COMPLETED BY SCI ENGINEERING, INC. ON MAY 22, 2025.
5. APPROVED JURISDICTIONAL DETERMINATION (AJD) PROVIDED BY THE UNITED STATES ARMY CORE OF ENGINEERS, CHICAGO DISTRICT, DATED JUNE 26, 2025.
6. FLOODPLAIN ZONE A LIMITS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 17093C0130H, EFFECTIVE DATE JANUARY 8, 2014.
7. AERIAL IMAGERY GENERATED FROM GOOGLE EARTH, DATED AUGUST 2023.
8. EXISTING DRAIN TILE SURVEY RECEIVED FROM ECA SOLAR, LLC & ANTREX, INC. ON SEPTEMBER 26, 2025.



VICINITY MAP
BASE IMAGE FROM GOOGLE EARTH
ACCESSED MARCH 2025
1" = 500'

SCALE IN FEET
0 500 1000

DRAWING INDEX

SHEET NUMBER	DRAWING NUMBER	SHEET TITLE
1	C000	COVER SHEET
2	C200	SITE LAYOUT PLAN – 1
3	C201	SITE ENTRANCE DETAIL – 1
4	C202	SITE ENTRANCE DETAIL – 2
5	C300	STORMWATER AND GRADING PLAN
6	C700	LANDSCAPE PLAN
7	C800	CONSTRUCTION DETAILS – 1
8	C801	CONSTRUCTION DETAILS – 2
9	C802	CONSTRUCTION DETAILS – 3
10	C900	EROSION AND SEDIMENT CONTROL PLAN
11	C901	EROSION AND SEDIMENT CONTROL PLAN DETAILS

LEGAL DESCRIPTION (COMMITMENT NO. 5000008565)

PROPERTY LOCATED IN THE TOWNSHIP OF NA–AU–SAY, KENDALL COUNTY, ILLINOIS

THE WEST ½ OF THE SOUTH EAST ¼ OF SECTION 9 TOWNSHIP 36 NORTH, RANGE 8 EAST OF 3RD P.M. AND THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 16 LYING NORTHERLY OF THE CENTERLINE OF ILLINOIS ROUTE NO. 126 (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTH EAST ¼ OF SECTION 9; THENCE NORTH 01 DEGREES, 36 MINUTES, 40 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH EAST ¼, 260 FEET; THENCE NORTH 88 DEGREES, 44 MINUTES, 53 SECONDS EAST, 335 FEET; THENCE SOUTH 01 DEGREES, 39 MINUTES, 11 SECONDS EAST, 677.39 FEET TO THE CENTERLINE OF SAID ROAD; THENCE SOUTH 80 DEGREES, 28 MINUTES, 31 SECONDS WEST ALONG SAID CENTERLINE, 338.17 FEET TO THE WEST LINE OF SAID NORTHEAST ¼; THENCE NORTH 01 DEGREES, 40 MINUTES, 39 SECONDS WEST ALONG SAID WEST LINE, 466.05 FEET TO THE POINT OF BEGINNING), IN THE TOWNSHIP OF NA–AU–SAY, KENDALL COUNTY, ILLINOIS.

PROJECT TEAM

OWNER
EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
[redacted]
CONTACT: BEN DYKEMA
EMAIL:
PHONE: [redacted]

CIVIL ENGINEER
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
[redacted]
PH: [redacted]
FX:
CONTACT: ANDREW GULLONE
EMAIL: [redacted]

SURVEYOR
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
[redacted]
PH: [redacted]
FX:
CONTACT: TIM MURPHY
EMAIL: [redacted]

811 Know what's below. Call before you dig.
ILLINOIS LAW REQUIRES ANYONE DIGGING TO CALL JULIE AT 1–800–892–0123 AT LEAST 48 HOURS/TWO WORKING DAYS PRIOR TO THE START OF EXCAVATION AND THE PROJECT MUST BEGIN WITHIN 14 CALENDAR DAYS FROM THE CALL.

*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION
1	10/30/25	REVISED PER WWK ENGINEERING COMMENTS DATED NOVEMBER 19, 2025.
2	01/19/26	REVISED PER WWK ENGINEERING COMMENTS DATED JANUARY 7, 2026.

1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com
Civil & Environmental Consultants, Inc.

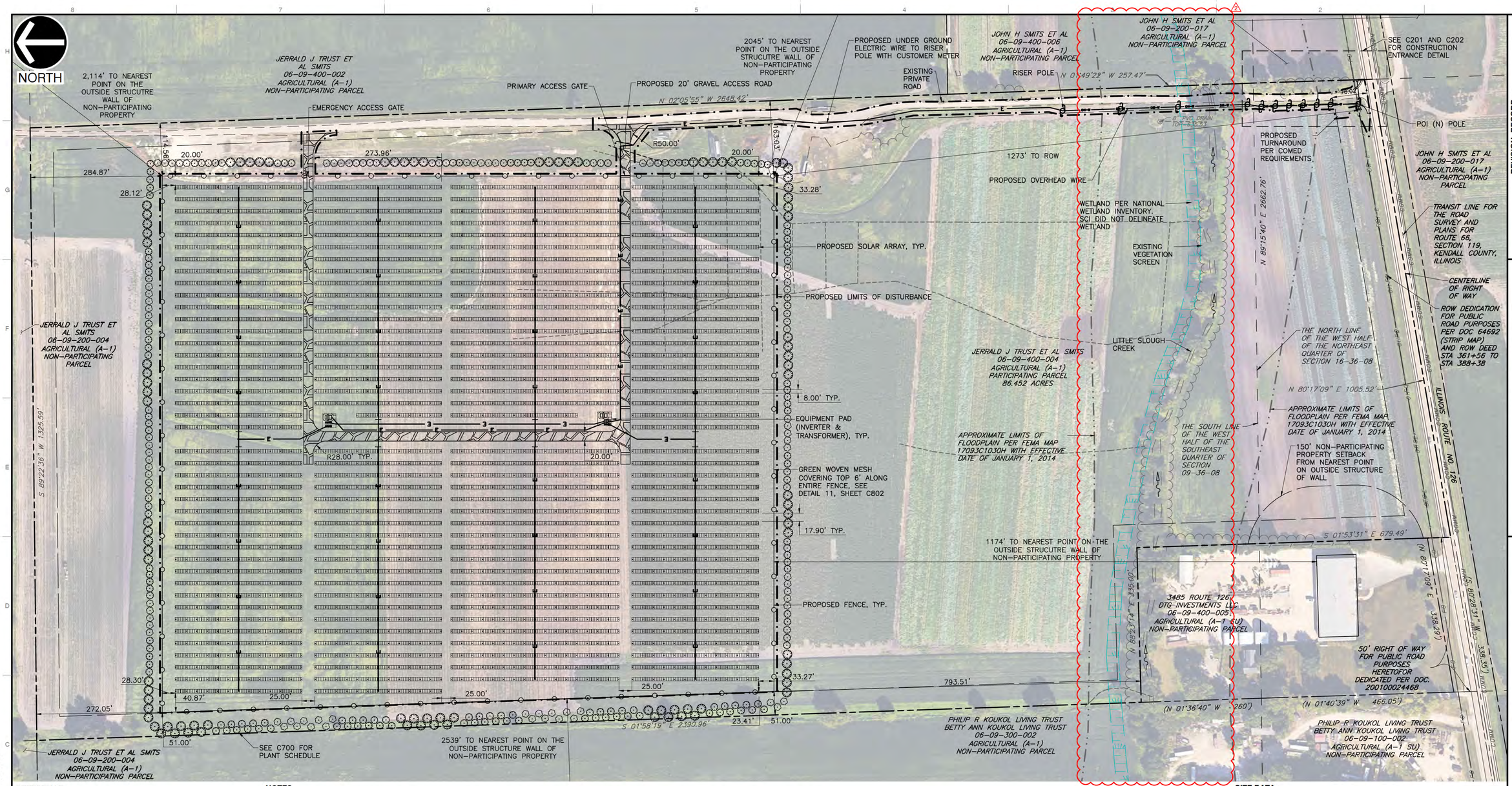
EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

COVER SHEET

DATE:	OCTOBER 20, 2025
DWG SCALE:	1" = 500'
PROJECT NO.:	350-646
DRAWN BY:	MJS
CHECKED BY:	ARG
APPROVED BY:	*DAK

DRAWING NO.: C000
SHEET 1 OF 11

P:\350-000\350-646\--CADD\[dwg]\CVR\[350646-CVR2-C000 & C200.dwg]C000] (1/19/2026 - akwil) - LP: 1/19/2026 2:17 PM



REFERENCE

1. EXISTING TOPOGRAPHY AND PLANIMETRIC FEATURES TAKEN FROM SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL, INC. BASED UPON FIELD OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH, 2025.
2. EXISTING TOPOGRAPHY OUTSIDE OF PROPERTY BOUNDARY EXTRACTED FROM THE KENDALL COUNTY GIS "2018 CONTOURS", ON APRIL 9, 2025.
3. PROPOSED SOLAR LAYOUT PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. BY ECA SOLAR, LLC ON AUGUST 28, 2025; FILE NAME "PROPOSEDPLAN_ELEC.DWG".
4. EXISTING WETLAND DELINEATION COMPLETED BY SCI ENGINEERING, INC. ON MAY 22, 2025.
5. APPROVED JURISDICTIONAL DETERMINATION (AJD) PROVIDED BY THE UNITED STATES ARMY CORE OF ENGINEERS, CHICAGO DISTRICT, DATED JUNE 26, 2025.
6. FLOODPLAIN ZONE A LIMITS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 17093C0130H, EFFECTIVE DATE JANUARY 8, 2014.
7. AERIAL IMAGERY GENERATED FROM GOOGLE EARTH, DATED AUGUST 2023.
8. SEE LEGEND ON DRAWING C000 FOR SYMBOL AND LINEWORK ELEMENTS.
9. EXISTING DRAIN TILE SURVEY RECEIVED FROM ECA SOLAR, LLC & ANTREX, INC. ON SEPTEMBER 26, 2025.

NOTES

1. THE PURPOSE OF THIS PLAN IS FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY KENDALL COUNTY TO CONSTRUCT A COMMERCIAL SOLAR FARM.
2. THIS PLAN WAS PRODUCED UTILIZING GIS RESOURCES, A PLAT OF SURVEY PREPARED BY CEC MARCH 5, 2025, AND INFORMATION FROM MULTIPLE SOURCES, INCLUDING KENDALL COUNTY GIS, GOOGLE EARTH, AND USGS TOPOGRAPHIC INFORMATION.
3. THE LOCATIONS OF PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCING, SOLAR ARRAY RACKING, INVERTER/TRANSFORMER PADS, OVERHEAD POLES AND LINES, ETC., SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MODIFICATION DUE TO SITE CONDITIONS, ADDITIONAL PERMITTING REQUIREMENTS, EQUIPMENT SPECIFICATIONS, AND/OR OTHER CONSTRAINTS DURING FINAL ENGINEERING.
4. PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL. SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
5. ALL DIMENSIONS SHOWN ARE AT 90 DEGREES UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
7. CONTRACTOR SHALL MAINTAIN ACCESS AND UTILITY SERVICES TO ANY REMAINING BUILDING(S) OR ADJACENT BUILDING(S) THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES. EXISTING IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED/RESTORED TO THE SATISFACTION OF THE OWNER BY THE CONTRACTOR RESPONSIBLE FOR THE DAMAGE.
8. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO PROVIDE SIGNS, BARRICADES, WARNING LIGHTS, GUARD RAILS, AND EMPLOY FLAGGERS AS NECESSARY WHEN CONSTRUCTION ENDANGERS EITHER VEHICULAR OR PEDESTRIAN TRAFFIC. THESE DEVICES SHALL REMAIN IN PLACE UNTIL THE TRAFFIC MAY PROCEED NORMALLY AGAIN.
9. SITE WILL HAVE NO DEDICATIONS FOR OPEN SPACE, NATURAL AREA, HISTORIC BUILDING(S)/STRUCTURE(S), OR STORMWATER MANAGEMENT FACILITIES.
10. SITE WILL NOT INCLUDE WATER SOURCE OR SEWAGE DISPOSAL.
11. THE MAXIMUM HEIGHTS OF ANY SOLAR PANEL SHALL NOT EXCEED 20 FEET.
12. SOLAR PANELS WILL BE DESIGNED WITH ANTI-REFLECTIVE COATING TO MINIMIZE GLARE.
13. COLLECTION LINES WITHIN THE SOLAR FARM WILL BE LOCATED AND MAINTAINED UNDERGROUND.
14. THERE SHALL BE NO EXTERIOR LIGHTING.
15. SETBACKS SHOWN ON THIS PLAN ARE BASED ON KENDALL COUNTY CODE OF ORDINANCES, SECTION 36-282.

SITE DATA:

PIN:	06-09-400-004
JURISDICTION:	KENDALL COUNTY
ZONING DISTRICT:	AGRICULTURAL (AG1)
CURRENT LAND USE:	FARM LAND
PARCEL AREA(S):	86.452 ACRES±
LIMITS OF DISTURBANCE:	36.60 ACRES±
FENCED AREA:	34.58 ACRES±
EXISTING IMPERVIOUS AREA:	1.34 ACRES±
NEW IMPERVIOUS AREA:	1.11 ACRES±
FEMA FLOOD HAZARD:	ZONE A PER FIRM MAP 17093C0130H DATED JANUARY 8, 2014

SETBACKS*	REQUIRED	ACTUAL
BOUNDARY LINES OF NON-PARTICIPATING PROPERTIES (NORTH, EAST, WEST)	50'	51'
REQUIRED BUFFER FROM OCCUPIED COMMUNITY BUILDINGS & DWELLINGS	150'	1,174'
PUBLIC ROAD R.O.W.	50'	1,273'

*SETBACK REQUIREMENTS ARE FOR ALL COMPONENTS OF A SOLAR ARRAY FACILITY, INCLUDING FENCES.

HEIGHT RESTRICTIONS: TWENTY (20) FEET HEIGHT.

SCALE IN FEET
0 100 200

*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION
1	10/29/25	REVISED PER WWK ENGINEERING COMMENTS DATED NOVEMBER 19, 2025
2	01/15/26	REVISED PER WWK ENGINEERING COMMENTS DATED JANUARY 7, 2026

Civil & Environmental Consultants, Inc.
1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
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EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

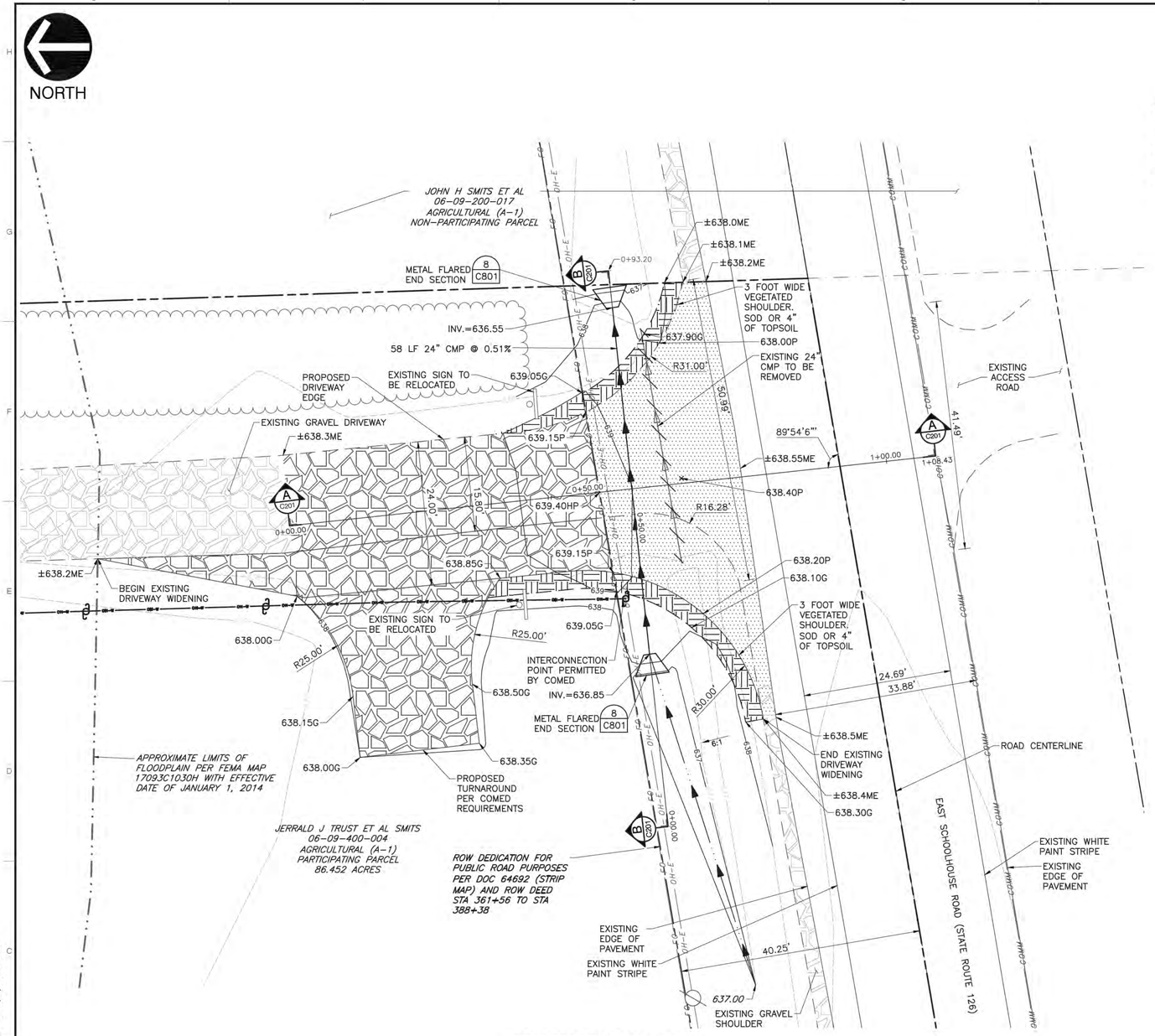
SITE LAYOUT PLAN - 1

DATE: OCTOBER 20, 2025
DWG SCALE: 1" = 500'
PROJECT NO: 350-646
DRAWN BY: MJS
CHECKED BY: ARG
APPROVED BY: *DAK

DRAWING NO.: C200

SHEET 2 OF 11

P:\350-000\350-646\-DWG\Dwg\C100\350646-C102-C000 & C200.dwg[C200] LS(1/19/2026 - anvil) - LP: 1/19/2026 2:17 PM



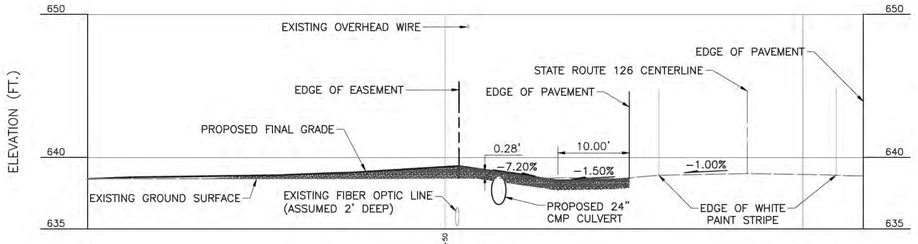
PROPOSED ENTRANCE DETAIL

1" = 10'

SCALE IN FEET

0 10 20

PAVEMENT SECTION
2" HOT-MIX ASPHALT SURFACE
8" AGGREGATE BASE COURSE (CA-6)
SEE DETAIL 13 ON C802 FOR MORE INFORMATION



SECTION A-A PROFILE

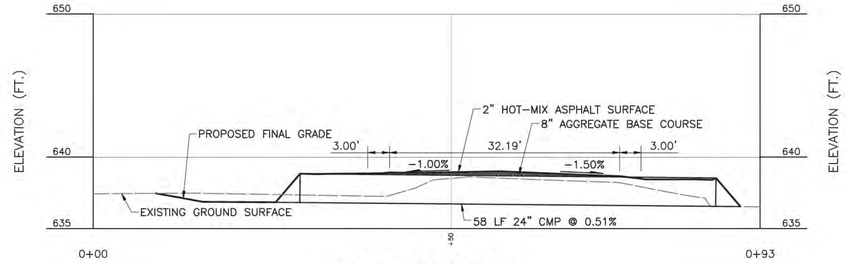
SCALE H:1"=10'; V:1"=5'

SCALE IN FEET (HORIZONTAL)

0 10 20

SCALE IN FEET (VERTICAL)

0 5 10



SECTION B-B PROFILE

SCALE H:1"=10'; V:1"=5'

SCALE IN FEET (HORIZONTAL)

0 10 20

SCALE IN FEET (VERTICAL)

0 5 10

NOTES

1. ALL CONSTRUCTION ACTIVITIES SHALL OCCUR 24" FROM THE EDGE OF THE PAVED ROADWAY SHOULDER.
2. ALL EQUIPMENT AND MATERIALS SHALL BE STORED 30 FEET FROM THE EDGE OF THE ROADWAY (WHITE LINE) OR 15 FEET FROM THE CURB.
3. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH IDOT STANDARDS, INCLUDED ON SHEETS C800, C801, AND C802.
4. ALL TURF AREAS DISTURBED DURING THIS WORK SHALL BE RESTORED TO THE ORIGINAL LINE AND GRADE AND PROMPTLY SEEDED IN ACCORDANCE WITH STANDARD STATE SPECIFICATIONS.

LEGEND

- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR
- EXISTING PROPERTY BOUNDARY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING SECTION LINE
- EXISTING CENTER LINE
- EXISTING GRAVEL ROAD EDGE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING STORM SEWER
- EXISTING FIBER OPTIC LINE
- EXISTING COMMUNICATION LINE
- EXISTING TREE LINE
- EXISTING FEMA ZONE A BOUNDARY
- EXISTING STREAM
- EXISTING PAVED ROAD SURFACE
- EXISTING GRAVEL DRIVEWAY
- EXISTING POWER POLE
- EXISTING INLET
- PROPOSED UTILITY POLE
- PROPOSED OVERHEAD WIRE
- PROPOSED ACCESS ROAD
- PROPOSED CULVERT
- PROPOSED GRAVEL DRIVEWAY
- PROPOSED ASPHALT DRIVEWAY
- PROPOSED FLOW LINE

REFERENCE

1. EXISTING TOPOGRAPHY AND PLANIMETRIC FEATURES TAKEN FROM SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL, INC. BASED UPON FIELD OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH, 2025.
2. PROPOSED SOLAR LAYOUT PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. BY ECA SOLAR, LLC ON AUGUST 28, 2025; FILE NAME "PROPOSEDPLAN_ELEC.DWG".
3. FLOODPLAIN ZONE A LIMITS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 17093C0130H, EFFECTIVE DATE JANUARY 8, 2014.

811 Know what's below. Call before you dig.

ILLINOIS LAW REQUIRES ANYONE DIGGING TO CALL JULIE AT 1-800-892-0123 AT LEAST 48 HOURS/TWO WORKING DAYS PRIOR TO THE START OF EXCAVATION AND THE PROJECT MUST BEGIN WITHIN 14 CALENDAR DAYS FROM THE CALL.

DESIGN STAGE TICKET NUMBER: X250550761

REVISION RECORD

NO	DATE	DESCRIPTION

1230 East Diehl Road
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Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

Civil & Environmental Consultants, Inc.

EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

SITE ENTRANCE DETAIL - 1

DATE:	OCTOBER 20, 2025	DRAWN BY: MJS
DWG SCALE:	VARIES	CHECKED BY: ARG
PROJECT NO:		350-646
APPROVED BY:		*DAK

DRAWING NO.: C201

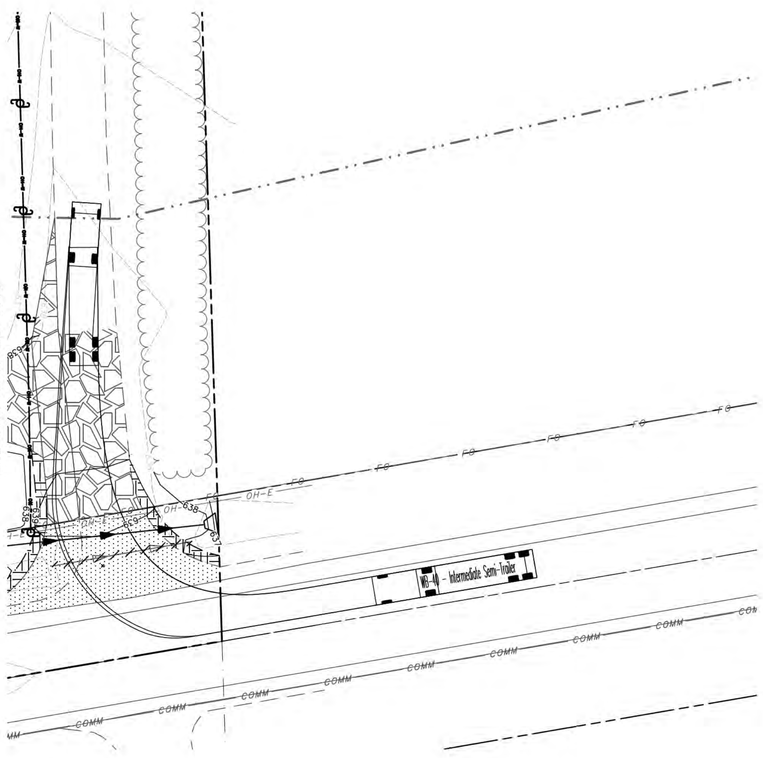
SHEET 3 OF 11

*HAND SIGNATURE ON FILE

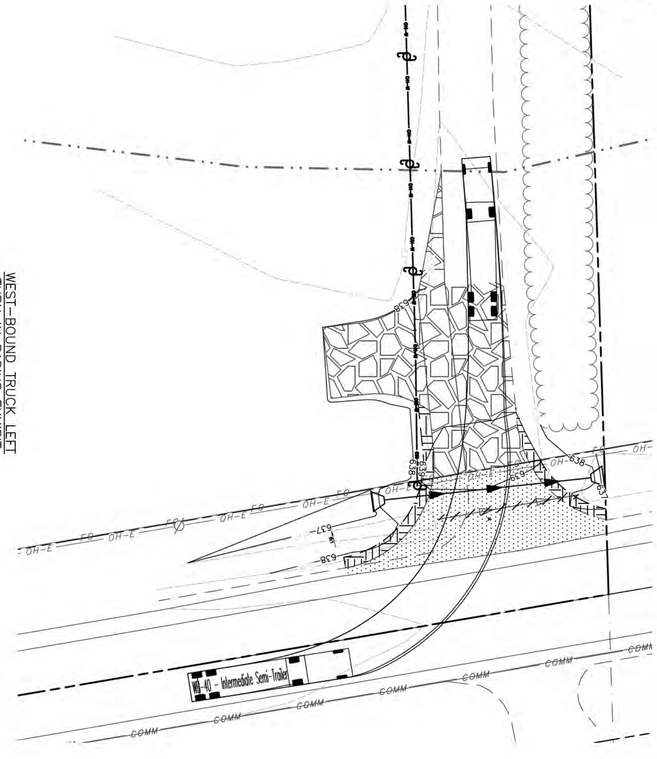
P:\350-000\350-646\-C800\dwg\C802\350646-C802-C201 & C202.dwg[C201] LS:10/20/2025 - msmowell) - LD: 10/20/2025 2:42 PM

NORTH

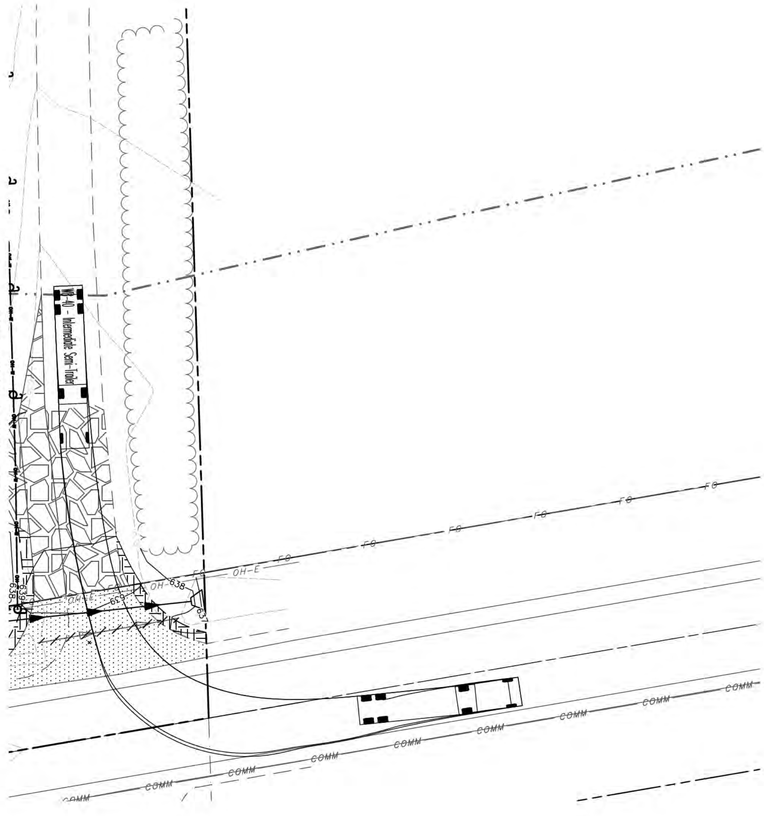
EAST-BOUND TRUCK RIGHT
TURN IN RADIUS EXHIBIT
1" = 20'



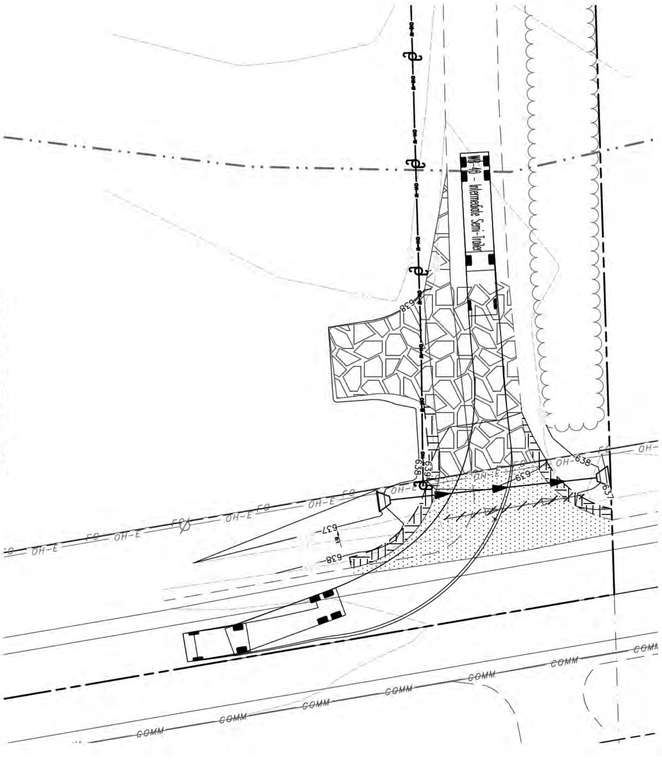
WEST-BOUND TRUCK LEFT
TURN IN RADIUS EXHIBIT
1" = 20'



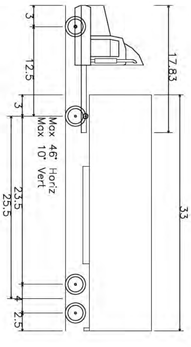
EAST-BOUND TRUCK LEFT
TURN OUT RADIUS EXHIBIT
1" = 20'



WEST-BOUND TRUCK RIGHT
TURN OUT RADIUS EXHIBIT
1" = 20'



WB-40 TRUCK DIMENSIONS
NOT TO SCALE



WB-40 - Intermediate Semi-Trailer	
Overall Length	45.500ft
Overall Width	8.000ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.3334ft
Track Width	8.000ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	40.000ft

SCALE IN FEET
0 20 40

*HAND SIGNATURE ON FILE

DRAWING NO: C202
SHEET 4 OF 11

SITE ENTRANCE DETAIL - 2

DATE:	OCTOBER 20, 2025	DRAWN BY:	MJS
DWG SCALE:	1" = 20'	CHECKED BY:	ARG
PROJECT NO:			350-646
APPROVED BY:			*DAK

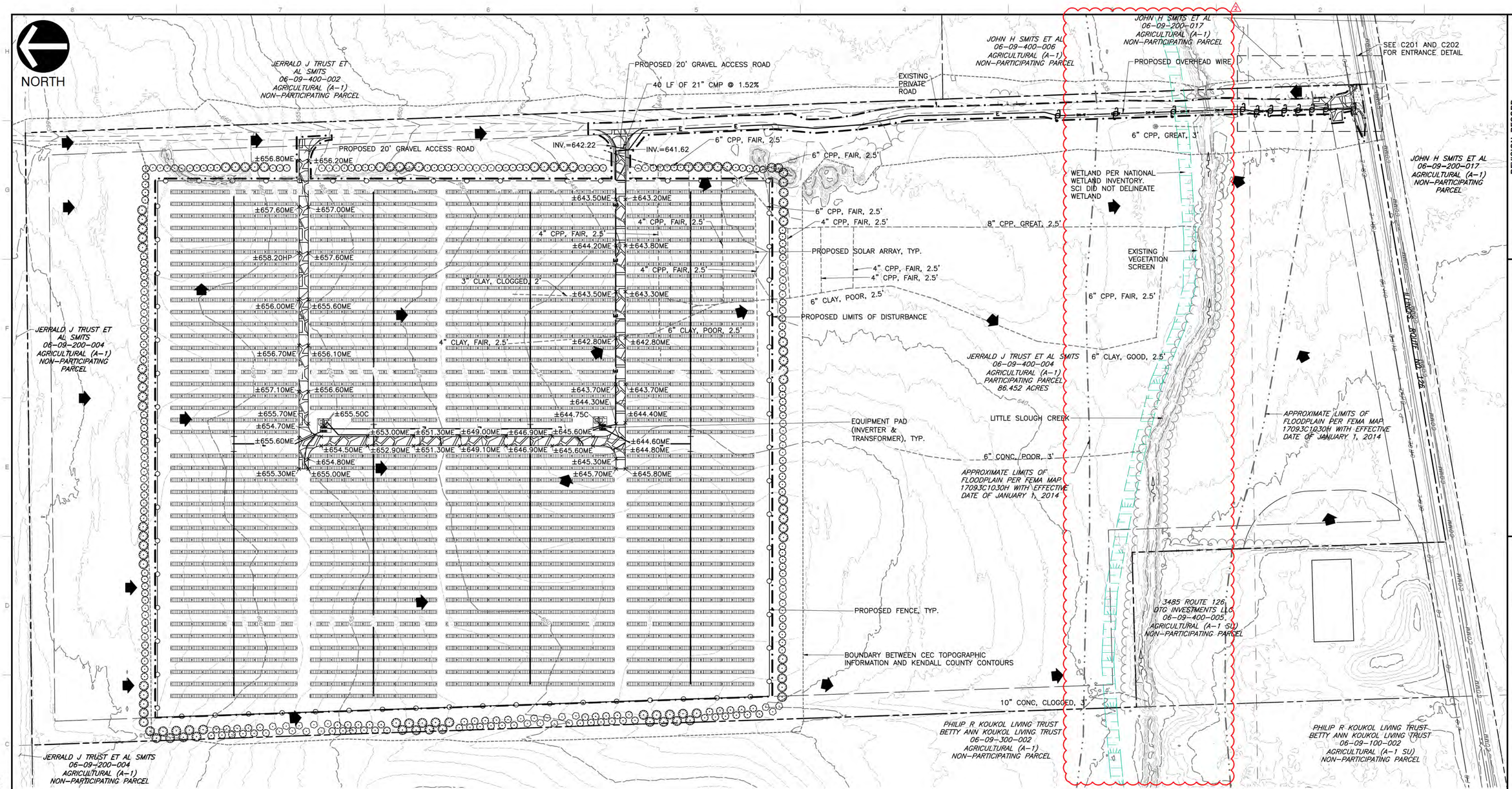
EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

Civil & Environmental Consultants, Inc.
1230 East Diehl Road
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Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

REVISION RECORD

NO	DATE	DESCRIPTION

250



NOTE

1. THERE IS NO PROPOSED GRADING WITHIN THE ARRAY AREA. CONTRACTOR SHALL EVENLY SPREAD EXCESS TOPSOIL ONSITE.

REFERENCE

1. EXISTING TOPOGRAPHY AND PLANIMETRIC FEATURES TAKEN FROM SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL, INC. BASED UPON FIELD OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH, 2025.
2. EXISTING TOPOGRAPHY OUTSIDE OF PROPERTY BOUNDARY EXTRACTED FROM THE KENDALL COUNTY GIS "2018 CONTOURS", ON APRIL 9, 2025.
3. PROPOSED SOLAR LAYOUT PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. BY ECA SOLAR, LLC ON AUGUST 28, 2025; FILE NAME "PROPOSED PLAN_ELEC.DWG".
4. EXISTING WETLAND DELINEATION COMPLETED BY SCI ENGINEERING, INC. ON MAY 22, 2025.
5. APPROVED JURISDICTIONAL DETERMINATION (AJD) PROVIDED BY THE UNITED STATES ARMY CORE OF ENGINEERS, CHICAGO DISTRICT, DATED JUNE 26, 2025.
6. FLOODPLAIN ZONE A LIMITS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 17093C0130H, EFFECTIVE DATE JANUARY 8, 2014.
7. SEE LEGEND ON DRAWING C000 FOR SYMBOL AND LINEWORK ELEMENTS.
8. EXISTING DRAIN TILE SURVEY RECEIVED FROM ECA SOLAR, LLC & ANTREX, INC. ON SEPTEMBER 26, 2025.

STORMWATER SUMMARY:

LIMITS OF DISTURBANCE:	36.60±
PROPOSED IMPERVIOUS AREA:	1.11±
AVERAGE EXISTING SOIL RATING:	C

EXISTING COVER: STRAIGHT ROW CROPS
CN FOR EXISTING SITE: 87

PROPOSED COBER: PASTURE
CN FOR PROPOSED SITE: 83

- THE DRAINAGE AREA WILL NOT BE ALTERED BETWEEN THE EXISTING CONDITIONS AND THE PROPOSED CONDITIONS.
- DUE TO THE LARGE REDUCTION IN THE CURVE NUMBER BETWEEN THE EXISTING AND PROPOSED CONDITIONS, THE PROPOSED RUNOFF WILL BE REDUCE, THUS CAUSING NO NEGATIVE IMPACTS ON THE DOWNSTREAM TRIBUTARY AREAS.
- NO DETENTION IS PROPOSED

SCALE IN FEET
0 100 200
*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION
1	10/29/25	REVISED PER WORK ENGINEERING COMMENTS DATED NOVEMBER 19, 2025
2	01/19/26	REVISED PER WORK ENGINEERING COMMENTS DATED JANUARY 7, 2026

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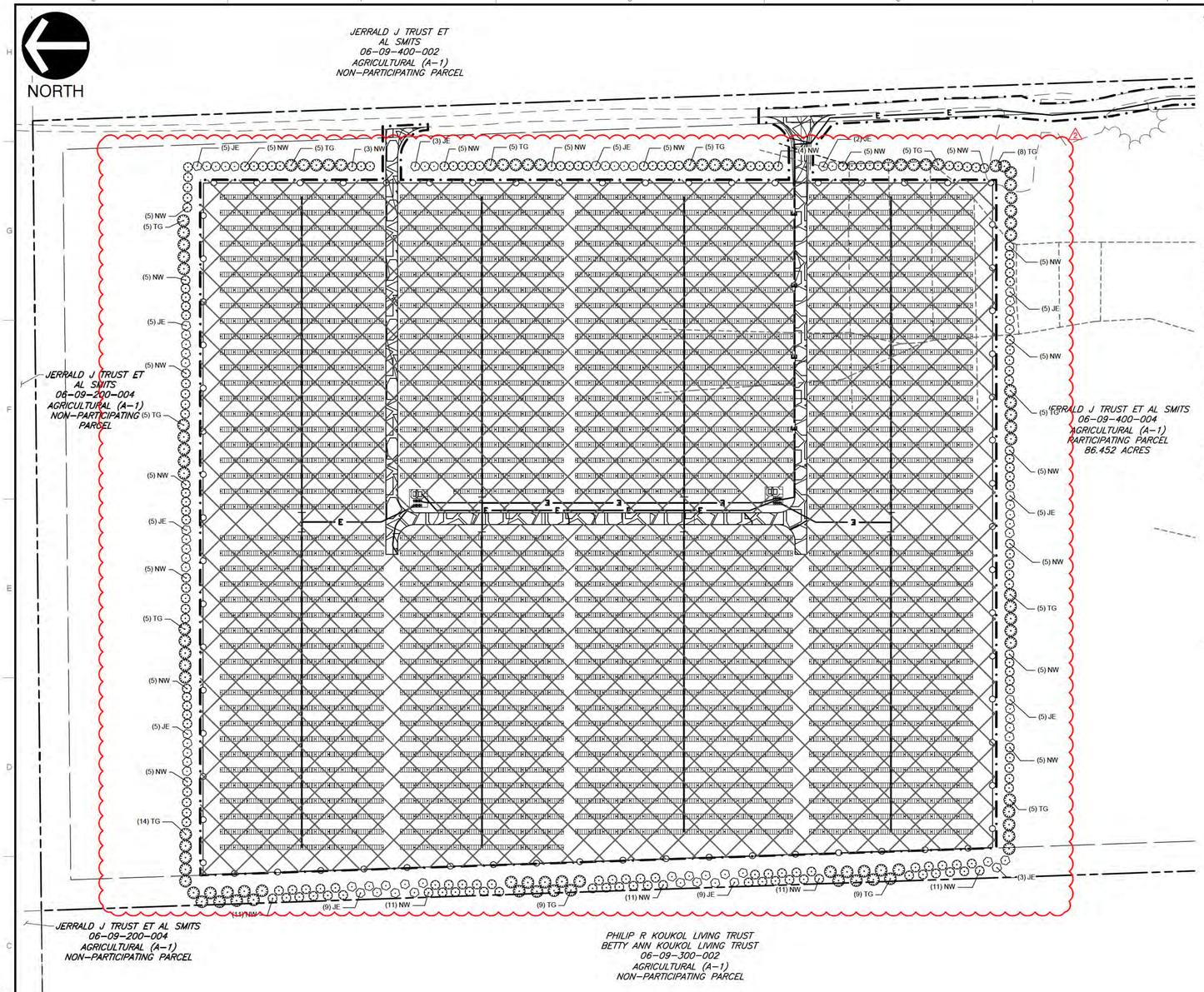
EAST SCHOOLHOUSE ROAD COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

STORMWATER AND GRADING PLAN

DATE:	OCTOBER 20, 2025
DRAWN BY:	MJS
DWG SCALE:	1" = 100'
CHECKED BY:	ARG
PROJECT NO:	350-646
APPROVED BY:	*DAK

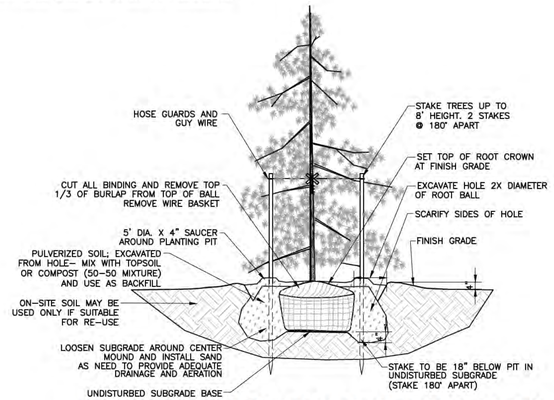
DRAWING NO.:
C300
SHEET 5 OF 11

P:\350-000\350-646\-CADD\Dwg\C000\350646-C000-C003.dwg[C300] LS(1/19/2026 - akratt) - LP: 1/19/2026 2:17 PM



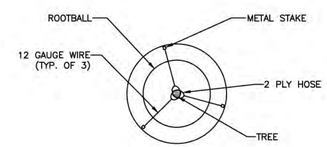
PLANTING NOTES

1. THE QUANTITIES INDICATED ON THE PLANT MATERIALS SCHEDULE ARE PROVIDED FOR THE BENEFIT OF THE LANDSCAPE CONTRACTOR BUT SHALL NOT BE ASSUMED TO BE CORRECT. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES INDICATED ON THE PLAN. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION. IN THE EVENT OF A DISCREPANCY, THE DRAWINGS SHALL GOVERN.
2. NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE OWNERS REPRESENTATIVE. CHANGES IN PLANT MATERIAL MAY REQUIRE RE-APPROVAL BY LOCAL AUTHORITIES. CONTRACTOR IS NOT TO SEEK RE-APPROVAL WITHOUT EXPRESS WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT/ENGINEER.
3. ALL PLANTS MUST BE NURSERY GROWN, HEALTHY, VIGOROUS, AND FREE FROM ALL PESTS AND DISEASE, BALL AND BURLAP (B&B) OR CONTAINER GROWN AS SPECIFIED IN THE PLANT SCHEDULE. ALL PLANTS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z-60.1, LATEST EDITION FOR SIZE AND QUALITY.
4. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED, WITH A SINGLE DOMINANT LEADER, AND MEET THE MINIMUM REQUIREMENTS. TREES WITH A Y SHAPE ARE NOT ACCEPTABLE.
5. ALL PLANTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE AT ANY TIME PRIOR TO FINAL ACCEPTANCE.
6. THE DIMENSIONS FOR HEIGHT, SPREAD, AND CALIPER AS SPECIFIED IN THE PLANT MATERIALS SCHEDULE ARE THE MINIMUM DESIRED FOR EACH PLANT. EACH PLANT SHALL BE UNIFORM AND CONSISTENT AS IT PERTAINS TO THE SPECIFICATIONS AND THE INDIVIDUAL SPECIES. ANY PLANT MATERIAL WHICH FAILS THESE SPECIFICATIONS WILL BE REJECTED. THE CONTRACTOR SHALL PROVIDE ACCEPTABLE MATERIAL AT NO ADDITIONAL COST TO THE OWNER. CALIPER SIZE IS NOT TO BE REDUCED. TREES THAT FAIL MINIMUM CALIPER SIZE AS MEASURED IN THE FIELD WILL BE REJECTED AND REPLACEMENTS SHALL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST. CALIPER MEASUREMENTS SHALL BE MADE IN ACCORDANCE WITH ANSI STANDARDS.
7. PRIOR TO COMMENCEMENT OF INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE LANDSCAPE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY. ALL REPAIRS SHALL BE AT NO COST TO THE OWNER. NO TREES SHALL BE PLANTED WITHIN 10' OF SITE UTILITY LINES AND EASEMENTS. COORDINATE FIELD ADJUSTMENTS WITH OWNERS REPRESENTATIVE.
8. PRE-EMERGENT HERBICIDES, TREFLAN OR EPTAM, SHALL BE APPLIED TO ALL PLANTING BEDS. APPLY AT MANUFACTURERS RECOMMENDATIONS. HERBICIDES SHALL BE INCORPORATED INTO THE SOIL MIXES.
9. APPLY ROOT STIMULATOR, CONTAINING MYCORRHIZA, TO ALL PLANTS PRIOR TO BACK FILLING. APPLY AT MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR TO SUBMIT SAMPLES OF ROOT STIMULATOR TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO USE.
10. ALL DISTURBED AREAS NOT RECEIVING MULCH OR OTHER SPECIFIED IMPROVEMENTS ARE TO BE FINE GRADED TO TRANSITION SMOOTHLY INTO ADJACENT GRADES AND RECEIVE PERMANENT GROUNDCOVER OR SEED.
11. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTINGS FOR A PERIOD OF ONE (1) YEAR BEGINNING UPON THE WRITTEN DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT. ANY PLANTS SUBJECT TO REPLACEMENT SHALL BE MADE AT THE END OF THE WARRANTY PERIOD OR AT TIME AS DETERMINED BY THE OWNERS REPRESENTATIVE. ALL PLANTS MUST BE ALIVE AND HEALTHY FOR REVIEW AND APPROVAL BY LOCAL AUTHORITIES AS APPROPRIATE FOR OCCUPANCY PERMIT.
12. THE LANDSCAPE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE FROM THE GENERAL CONTRACTOR. ALL IMPORTED TOPSOIL SHALL COMPLY WITH ASTM D5265-23 STANDARD SPECIFICATIONS FOR TOPSOIL.
13. EXISTING GRASS TO BE REMOVED, IF PRESENT, AND TOPSOIL TO BE SPREAD SMOOTH AND HAND-RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED.
14. IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNERS REPRESENTATIVE IN WRITING ONCE INSTALLATION IS COMPLETE.
15. THE CONTRACTOR AND THEIR SUBCONTRACTORS WILL BE RESPONSIBLE FOR KEEPING THE SITE NEAT AND ORDERLY DURING CONSTRUCTION. TRASH SHALL BE DISPOSED OF IN APPROPRIATE CONTAINERS ON SITE AND DISPOSED OF AT THEIR COST. NO CONSTRUCTION DEBRIS SHALL BE ALLOWED TO COLLECT ON OR OFF SITE. ROADWAYS SHALL BE CLEANED OF GRAVEL AND DEBRIS ON A DAILY BASIS, IF NEEDED. NO MATERIAL SHALL BE STORED IN DRIPLINES OF EXISTING TREES. ALL NEW LANDSCAPE MATERIAL SHALL BE PROTECTED DURING CONSTRUCTION, MAINTAIN LAWNS AS NEEDED, INCLUDING MOWING AND RESEEDING.
16. CONTRACTOR TO PROVIDE WATERING OF INSTALLED PLANT MATERIAL THROUGH THE GROWING SEASON AT A RATE OF 1" OF WATER PER WEEK.
17. ALL DISTURBED AREAS TO BE SEEDED WITH PIZZO ECONOMY PRAIRIE SEED MIX (OR APPROVED EQUAL). APPLY AT MANUFACTURERS SPECIFIED RATE. FOLLOW MANUFACTURERS RECOMMENDATIONS FOR NURSE CROP INCLUSIONS FOR TIME OF YEAR SEEDING.
18. THE TYPICAL PLANTING SOIL BACKFILL MIX FOR BEDS AND PLANT BACKFILL SHALL CONSIST OF THE FOLLOWING (BY VOLUME):
    - 2/3 EXISTING SITE SOIL
    - 1/3 SOIL AMENDMENTS (BY VOLUME AS FOLLOWS)
    - 2 PARTS HUMUS AND OR PEAT
    - 1 PART COARSE RIVER SAND
    - 1 PART STERILIZED COMPOSTED COW MANURE
    - CERTIFIED SOIL TEST REPORTS: SUBMIT TWO COPIES EACH OF CERTIFIED TEST REPORTS FOR TOPSOIL. PRIOR TO COMMENCEMENT OF CONSTRUCTION, OBTAIN SOIL TEST FOR THE TOPSOIL PROPOSED FOR USE. OBTAIN A MINIMUM OF 5 TOPSOIL TESTS. TAKE SAMPLES OF AVAILABLE TOPSOIL AT 5 SEPARATE LOCATIONS, SPECIFICALLY LABELING THE POINT OF ORIGIN OF EACH. TOPSOIL TESTS SHALL BE PERFORMED BY A SOIL TEST LAB CERTIFIED BY THE AGRICULTURAL LABORATORY TESTING ASSOCIATION (ILLINOIS).
    - SOIL FERTILITY TEST SHALL IDENTIFY THE FOLLOWING: PH, AVAILABLE PHOSPHORUS, POTASSIUM, CALCIUM, MAGNESIUM, AND ORGANIC MATTER PERCENTAGE CONTENT. RECOMMENDATIONS FOR FERTILIZERS FOR THE SOILS BASED ON THE PLANTS PROPOSED FOR THE PROJECT SHALL BE PROVIDED BY THE TESTING AGENCY, AS WELL AS ANY RECOMMENDATIONS FOR PH AND ORGANIC MATTER ADJUSTMENTS. SOIL SAMPLES SHALL BE COLLECTED, STORED, SHIPPED OR DELIVERED TO THE SPECIFIED LAB IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS OF THE TESTING AGENCY.
19. COMPLETELY BLEND BACKFILL SOIL MIX PRIOR TO PLACEMENT.



DETAIL 1 - EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



NOTE: LOCATE 1 STAKE DIRECTLY SOUTHWEST OF TREE TRUNK

DETAIL 2 - TREE STAKING DETAIL

NOT TO SCALE

REFERENCE

1. EXISTING TOPOGRAPHY AND PLANIMETRIC FEATURES TAKEN FROM SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL, INC. BASED UPON FIELD OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH, 2025.
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7. SEE LEGEND ON DRAWING C000 FOR SYMBOL AND LINEWORK ELEMENTS.
8. EXISTING DRAIN TILE SURVEY RECEIVED FROM ECA SOLAR, LLC & ANTREX, INC. ON SEPTEMBER 26, 2025.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SIZE
TREES					
	JE	66	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	B&B	3'-5' HT. MIN.
	NW	157	THUJA OCCIDENTALIS / NORTHERN WHITE CEDAR	B&B	3'-5' HT. MIN.
	TG	90	THUJA STANDISHII X PLICATA 'GREEN GIANT' / GREEN GIANT ARBORVITAE	B&B	3'-5' HT. MIN.

SCALE IN FEET
0 100 200

*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION
1	10/29/25	REVISED PER WORK ENGINEERING COMMENTS DATED NOVEMBER 19, 2025
2	01/15/26	REVISED PER WORK ENGINEERING COMMENTS DATED JANUARY 7, 2026

Civil & Environmental Consultants, Inc.
1230 East Diehl Road
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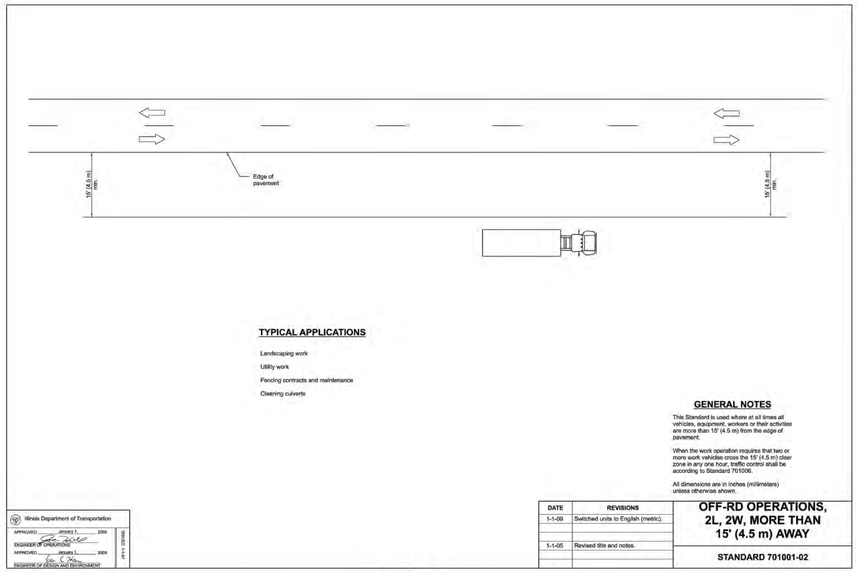
EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

LANDSCAPE PLAN

DATE:	OCTOBER 20, 2025
DRAWN BY:	MJS
CHECKED BY:	ARG
DWG SCALE:	1" = 100'
PROJECT NO:	350-646
APPROVED BY:	*DAK

DRAWING NO.:
C700
SHEET 6 OF 11

P:\350-000\350-646\CADD\Dwg\Cover\350646-COV-2502.dwg[C700] LST:1/19/2026 - amw0 — LP: 1/19/2026 2:16 PM



TYPICAL APPLICATIONS

Landscaping work

Utility work

Fencing contracts and maintenance

Clearing culverts

GENERAL NOTES

This Standard is used where at all times all vehicles, equipment, workers or their activities are more than 15' (4.5 m) from the edge of pavement.

When the work operation requires that two or more work vehicles cross the 15' (4.5 m) clear zone in any one hour, traffic control shall be according to Standard 701006.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED _____ January 1, 2009
ENGINEER OF OPERATIONS

APPROVED _____ January 1, 2009
ENGINEER OF DESIGN AND ENVIRONMENT

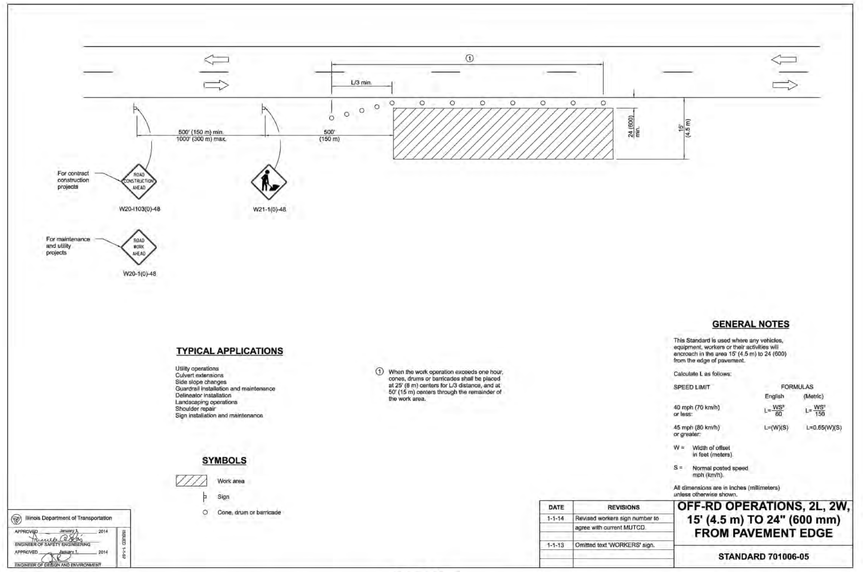
dr-1-1 (09)

DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-05	Revised title and notes.

OFF-RD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5 m) AWAY

STANDARD 701001-02

DETAIL 1
OFF-RD OPERATIONS, 2L, 2W, MORE THAN 15' (4.5 M) AWAY
NOT TO SCALE



TYPICAL APPLICATIONS

Utility operations
Culvert extensions
Side slope changes
Guardrail installation and maintenance
Delineator installation
Landscaping operations
Shoulder repair
Sign installation and maintenance

① When the work operation exceeds one hour, cones, drums or barricades shall be placed at 25' (8 m) centers for L/3 distance, and at 82' (15 m) centers through the remainder of the work area.

SYMBOLS

Work area

Sign

Cone, drum or barricade

GENERAL NOTES

This Standard is used where any vehicles, equipment, workers or their activities will encroach in the area 15' (4.5 m) to 24 (600) from the edge of pavement.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED _____ January 1, 2014
ENGINEER OF SAFETY ENGINEERING

APPROVED _____ January 1, 2014
ENGINEER OF DESIGN AND ENVIRONMENT

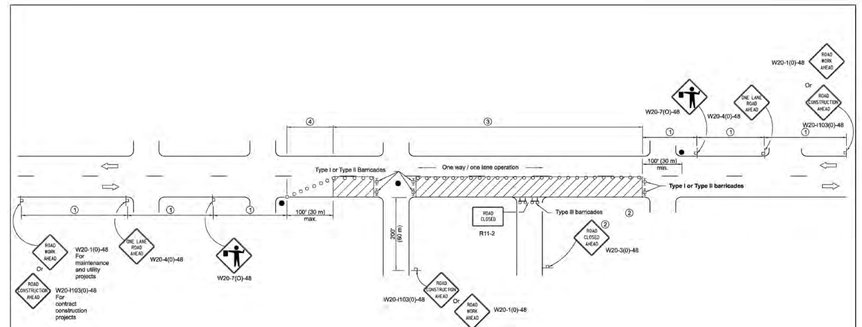
dr-1-1 (09)

DATE	REVISIONS
1-1-14	Revised workers sign number to agree with current MUTCD.
1-1-13	Omitted text 'WORKERS' sign.

OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 M) TO 24" (600 mm) FROM PAVEMENT EDGE

STANDARD 701006-05

DETAIL 2
OFF-RD OPERATIONS, 2L, 2W, 15' (4.5 M) TO 24" (600 MM) FORM PAVEMENT EDGE
NOT TO SCALE



SIGN SPACING	
Posted Speed	Sign Spacing
50	500' (150 m)
50-55	350' (100 m)
>55	200' (60 m)

SYMBOLS

Work area

Cone, drum or barricade (not required for moving operations)

Sign on portable or permanent support

Flagger with traffic control sign

Barricade or drum with flashing light

Type III barricade with flashing lights

① Refer to SIGN SPACING TABLE for distances.

② For approved sidecad closures.

③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type III barricades are used, the interval between devices may be doubled.

④ Cones, drums or barricades at 25' (8 m) centers.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an urban area.

All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

APPROVED _____ April 1, 2016
ENGINEER OF SAFETY ENGINEERING

APPROVED _____ April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT

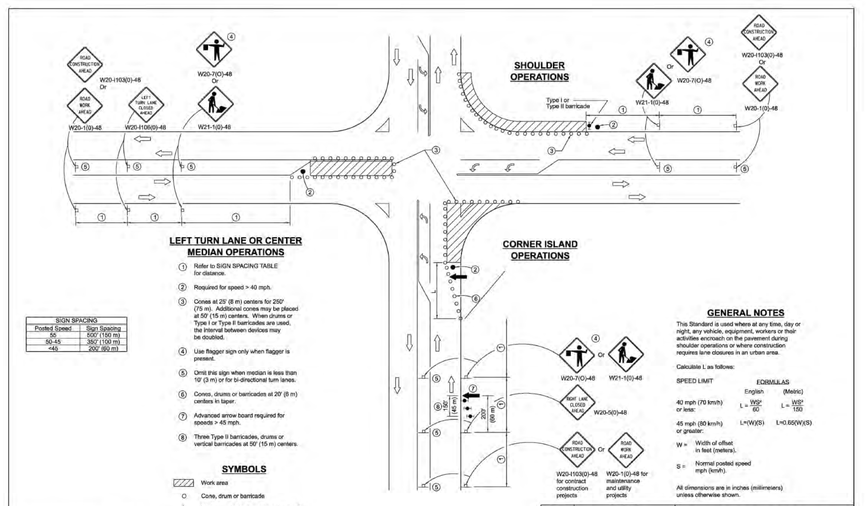
dr-1-1 (09)

DATE	REVISIONS
1-1-11	Revised flagger sign.
1-1-09	Switched units to English (metric).
	Corrected sign No.'s.

URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED

STANDARD 701501-06

DETAIL 3
URBAN LANE CLOSURE, 2L, 2W, UNDIVIDED
NOT TO SCALE



SIGN SPACING	
Posted Speed	Sign Spacing
50	500' (150 m)
50-55	350' (100 m)
>55	200' (60 m)

① Refer to SIGN SPACING TABLE for distance.

② Required for speed > 40 mph.

③ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.

④ Use flagger sign only when flagger is present.

⑤ Omit this sign when median is less than 10' (3 m) or for bi-directional turn lanes.

⑥ Cones, drums or barricades at 25' (8 m) centers in taper.

⑦ Advanced arrow board required for speeds > 45 mph.

⑧ Three Type II barricades, drums or vertical barricades at 50' (15 m) centers.

SYMBOLS

Work area

Cone, drum or barricade

Sign on portable or permanent support

Arrow board

Barricade or drum with flashing light

Flagger with traffic control sign

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement during shoulder operations or where construction requires lane closures in an urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS English	(Metric)
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	L=(W)(S)	L=0.65(W)(S)

W = Width of offset in feet (metres).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Corrected sign number for LEFT TURN LANE CLOSED AHEAD.
1-1-14	Added devices at arrow board
	upstream from taper. Revised
	workers sign number.

URBAN LANE CLOSURE, MULTILANE INTERSECTION

STANDARD 701701-10

DETAIL 4
URBAN LANE CLOSURE, MULTILANE INTERSECTION
NOT TO SCALE

*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION

1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

Civil & Environmental Consultants, Inc.

EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

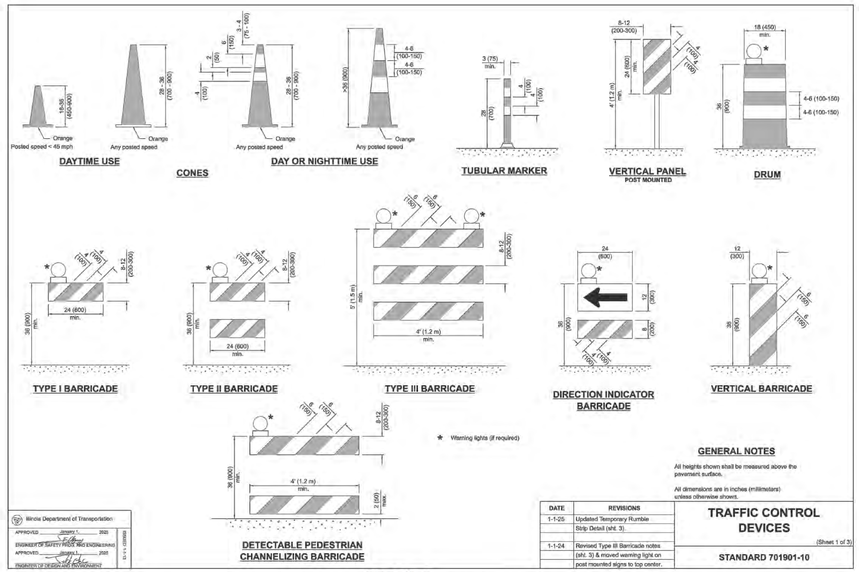
CONSTRUCTION DETAILS - 1

DRAWN BY:	MJS
CHECKED BY:	ARG
	350-646
	*DAK
DATE:	OCTOBER 20, 2025
DWG SCALE:	NOT TO SCALE
PROJECT NO:	
APPROVED BY:	

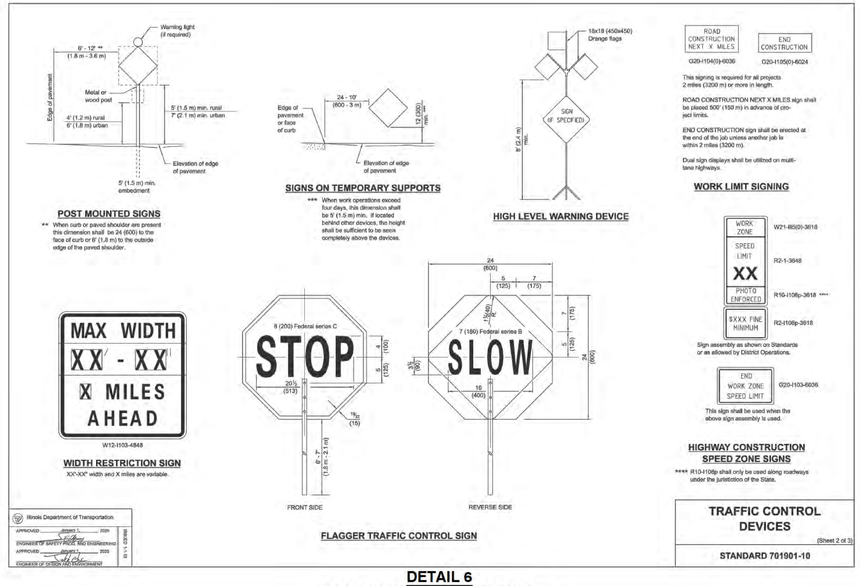
DRAWING NO.:
C800

SHEET 7 OF 11

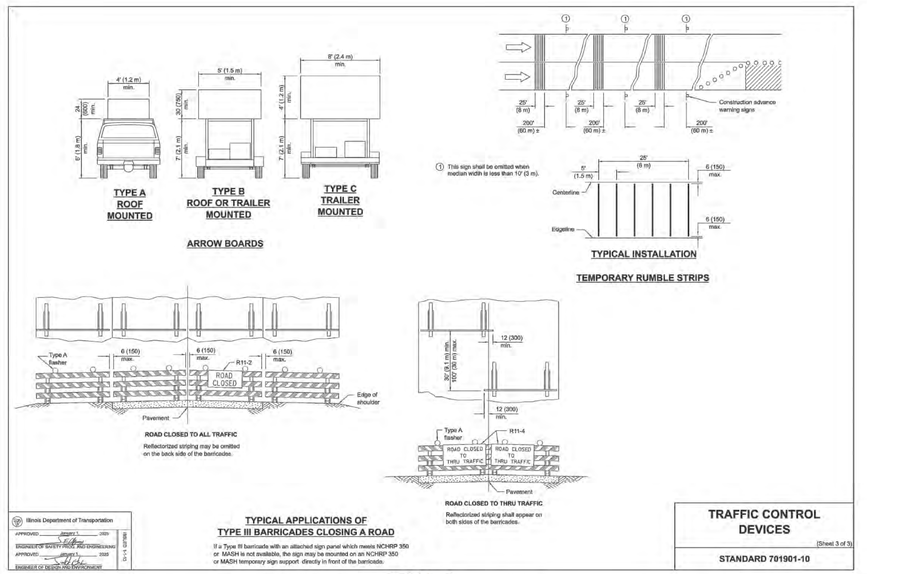
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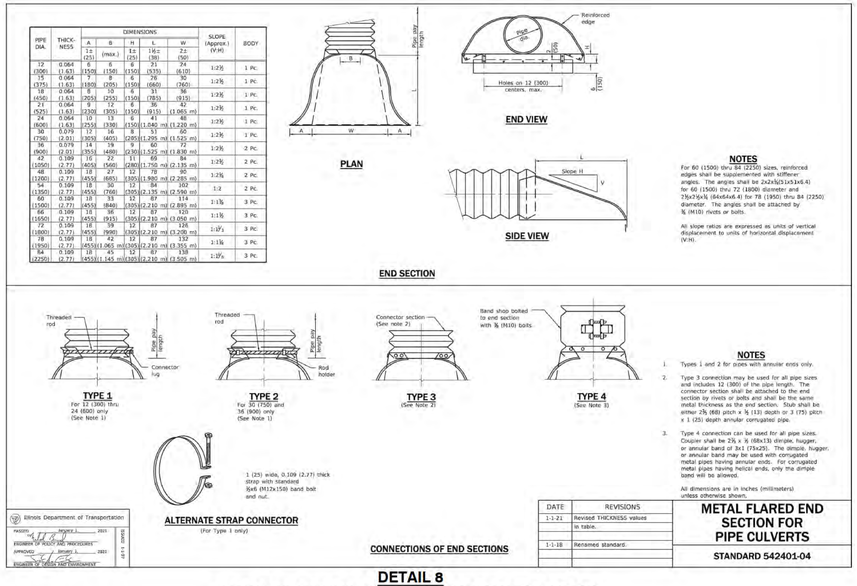
DETAIL 5
TRAFFIC CONTROL DEVICES - 1
NOT TO SCALE



DETAIL 6
TRAFFIC CONTROL DEVICES - 2
NOT TO SCALE



DETAIL 7
TRAFFIC CONTROL DEVICES - 3
NOT TO SCALE



DETAIL 8
METAL FLARED END SECTION FOR PIPE CULVERTS
NOT TO SCALE

REVISION RECORD

NO	DATE	DESCRIPTION

1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

Civil & Environmental Consultants, Inc.

EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

CONSTRUCTION DETAILS - 2

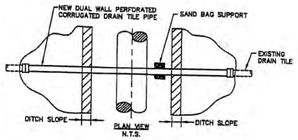
DATE:	OCTOBER 20, 2025
DWG SCALE:	NOT TO SCALE
PROJECT NO:	350-646
APPROVED BY:	*DAK
DRAWN BY:	MJS
CHECKED BY:	ARG

DRAWING NO.:
C801

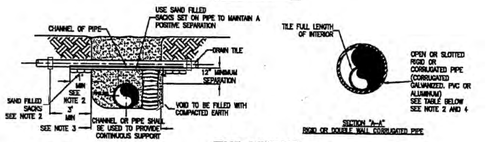
*HAND SIGNATURE ON FILE

SHEET 8 OF 11

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PLAN VIEW



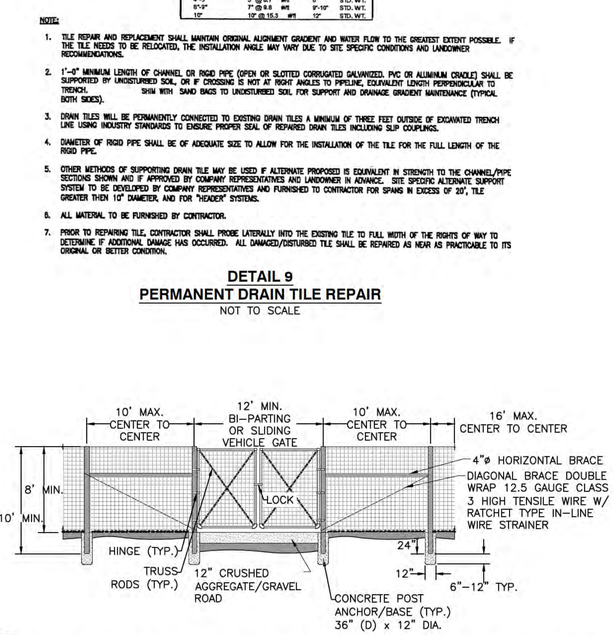
END VIEWS

MINIMUM SUPPORT TABLE		
TILE SIZE	CHANNEL SIZE	PIPE SIZE
3"	4" @ 5.4 #/ft	4" STD. WT.
4"-5"	5" @ 6.7 #/ft	6" STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10" STD. WT.
10"	10" @ 15.3 #/ft	12" STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHT 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.

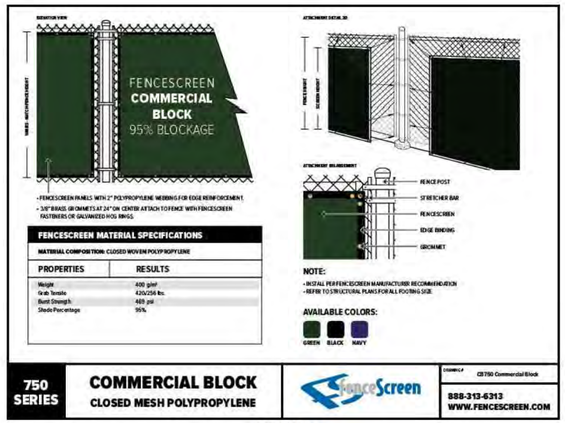
DETAIL 9
PERMANENT DRAIN TILE REPAIR
NOT TO SCALE



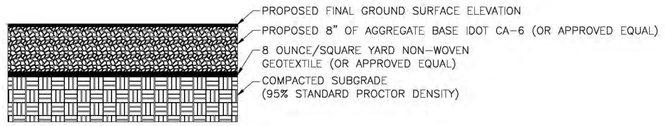
NOTES:

1. CONCRETE ANCHOR/BASE SHALL BE MIN. 3000 PSI. CAST-IN-PLACE FOR ALL CORNERS, PULL, TERMINAL AND GATE POSTS. ALL OTHER POST CAN BE DIRECT PUSH/BURIAL IF POST IS EMBEDDED MIN. 3 FEET.
2. ALL POSTS SHALL EXTEND A MIN. 8 FEET ABOVE GROUND SURFACE.
3. PROVIDE HORIZONTAL AND DIAGONAL BRACING AT ALL CORNERS, PULL, TERMINAL AND GATE POSTS.
4. POST SHALL BE SPACE AT A MAXIMUM OF 18'-0', SEE DETAIL FOR GATE POST SPACING.
5. POST SHALL BE PRESSURE TREATED PINE OR EQUIVALENT.
6. HORIZONTAL WOOD BRACES SHALL BE PINNED OR DOWELED.
7. GATE SHALL BE PT WOOD (4" MIN. SQUARE STOCK),METAL (2"ø BLACK COATED) OR APPROVED EQUIVALENT.
8. MESH SHALL BE HIGH TENSILE STEEL 4"X4" FIXED-KNOT 12.5 GAUGE WIRE.
9. CUT A 8" WIDE BY 12" TALL FOX PASSAGE OPENING IN BOTTOM OF MESH EVERY 50 FEET.

DETAIL 10
KNOT WIRE FENCE DETAIL
NOT TO SCALE



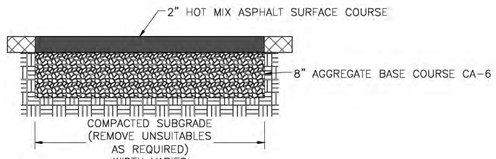
DETAIL 11
GREEN WOVEN MESH DETAIL
NOT TO SCALE



NOTE:

1. CONTRACTOR SHALL REFER TO AND FOLLOW RECOMMENDATIONS OF THE GEOTECHNICAL REPORT PREPARED BY THE GEOTECHNICAL ENGINEER OF RECORD.

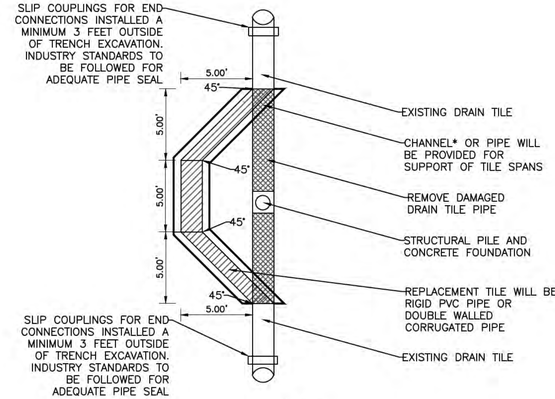
DETAIL 12
PROPOSED GRAVEL SECTION
NOT TO SCALE



NOTES:

1. REMOVE TOPSOIL AND ALL SUITABLE MATERIAL AS REQUIRED AND REPLACE WITH GRAVEL
2. ACCESS DRIVES TO SLOPE IN THE DIRECTION OF THE EXISTING GRADE DRIVEWAY SHALL BE GRADED TO ALLOW STORMWATER TO SHEET DRAIN ACROSS IT AND TO PREVENT PUDDLING.

DETAIL 13
PROPOSED HMA ACCESS ROAD SECTION
NOT TO SCALE



PLAN

MINIMUM SUPPORT TABLE		
TILE SIZE	CHANNEL SIZE	PIPE SIZE
3"	4" @ 5.4 #/ft	4" STD. WT.
4"-5"	5" @ 6.7 #/ft	6" STD. WT.
6"-9"	7" @ 9.8 #/ft	9"-10" STD. WT.
10"	10" @ 15.3 #/ft	12" STD. WT.

NOTES:

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 REQUIREMENTS.
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 PREPARED 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 ALTERNATIVE SUPPORT SYSTEM TO BE DELIVERED 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 RIGHT 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.

DETAIL 14
PERMANENT FOUNDATION DRAIN TILE REPAIR
NOT TO SCALE

*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION
-	10/09/25	REVISED PER WWW ENGINEERING COMMENTS DATED NOVEMBER 19, 2025.
1	01/19/26	REVISED PER WWW ENGINEERING COMMENTS DATED JANUARY 7 , 2026.

1230 East Diehl Road
Suite 200
Naperville, IL 60563
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www.cecinc.com
Civil & Environmental Consultants, Inc.

EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

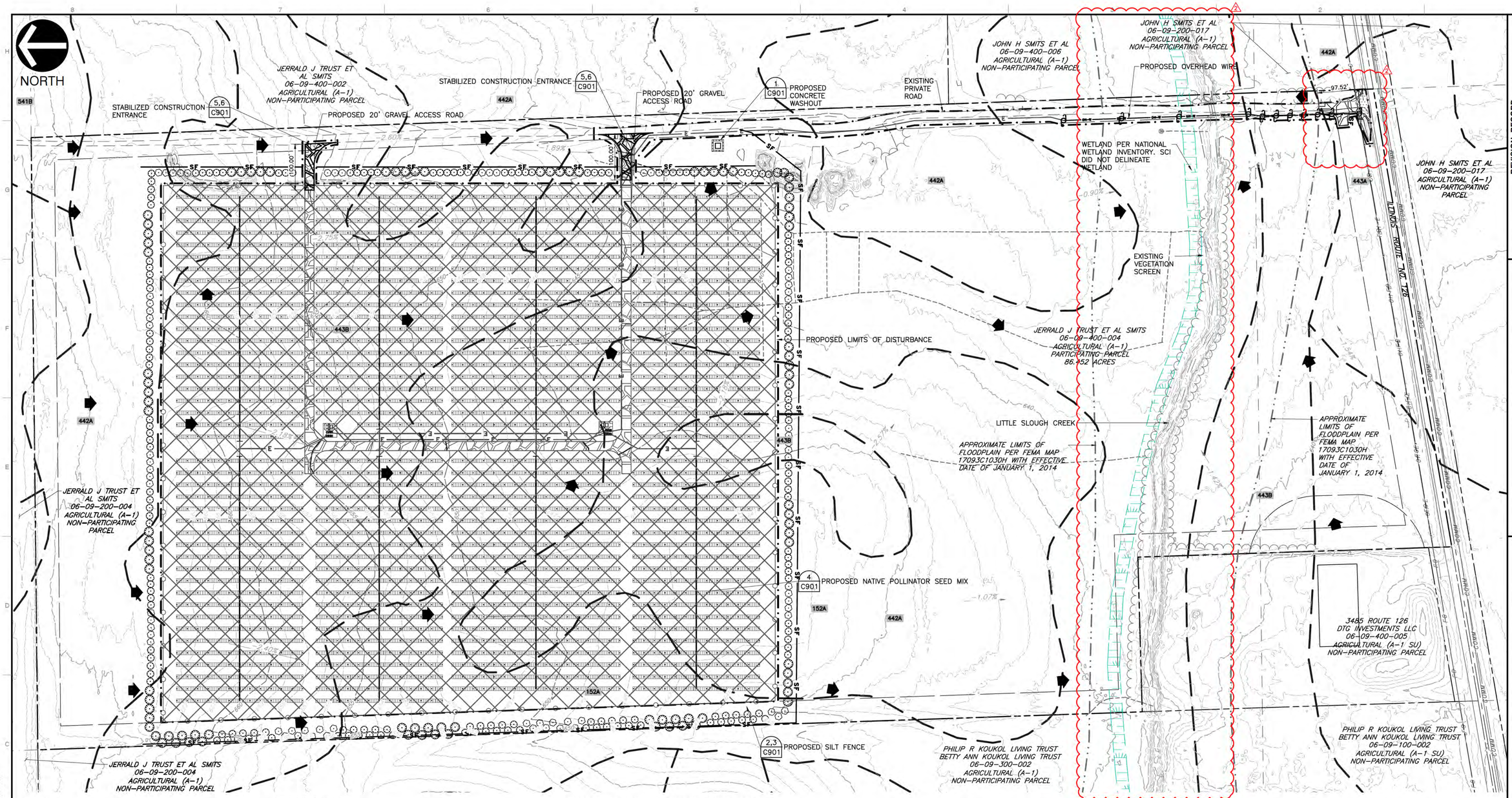
CONSTRUCTION DETAILS - 3

DATE:	OCTOBER 20, 2025
DWG SCALE:	NOT TO SCALE
PROJECT NO:	350-646
DRAWN BY:	MJS
CHECKED BY:	ARG
APPROVED BY:	*DAK

DRAWING NO.:
C802

SHEET 9 OF 11

P:\350-0001\350-646\CADD\Dwg\C802\350646-C802-C803.dwg[C802] LS1/19/2026 - dmm0 - LP: 1/19/2026 12:23 PM



REFERENCE

1. EXISTING TOPOGRAPHY AND PLANIMETRIC FEATURES TAKEN FROM SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL, INC. BASED UPON FIELD OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH, 2025.
2. EXISTING TOPOGRAPHY OUTSIDE OF PROPERTY BOUNDARY EXTRACTED FROM THE KENDALL COUNTY GIS "2018 CONTOURS", ON APRIL 9, 2025.
3. PROPOSED SOLAR LAYOUT PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. BY ECA SOLAR, LLC ON AUGUST 28, 2025; FILE NAME "PROPOSEDPLAN_ELEC.DWG".
4. EXISTING WETLAND DELINEATION COMPLETED BY SCI ENGINEERING, INC. ON MAY 22, 2025.
5. APPROVED JURISDICTIONAL DETERMINATION (AJD) PROVIDED BY THE UNITED STATES ARMY CORE OF ENGINEERS, CHICAGO DISTRICT, DATED JUNE 26, 2025.
6. FLOODPLAIN ZONE A LIMITS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 17093C0130H, EFFECTIVE DATE JANUARY 8, 2014.
7. SEE LEGEND ON DRAWING C000 FOR SYMBOL AND LINEWORK ELEMENTS.
8. EXISTING DRAIN TILE SURVEY RECEIVED FROM ECA SOLAR, LLC & ANTREX, INC. ON SEPTEMBER 26, 2025.

SITE INFORMATION:

PARCEL AREA:	86.452 ACRES±
LIMITS OF DISTURBANCE:	36.60 ACRES±
RECEIVING WATERS:	LITTLE SLOUGH CREEK

CONSTRUCTION ACTIVITIES WILL INCLUDE INSTALLING SOLAR PANELS, ACCESS ROADS, FENCING, INVERTER/TRANSFORMER PADS, AND ABOVE AND BELOW GROUND ELECTRICAL WIRE. LANDSCAPING AND SEEDING OF NATIVE POLLINATOR FRIENDLY SEED MIX WILL FOLLOW.

SOIL LEGEND

SOIL TYPE	SOIL RATING	SOIL NAME
442A	B/D	MUNDELEIN SILT LOAM, 0 TO 2 PERCENT SLOPES
443A	C	BARRINGTON SILT LOAM, 0 TO 2 PERCENT SLOPES
443B	C	BARRINGTON SILT LOAM, 2 TO 4 PERCENT SLOPES
152A	B/D	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES
59A	C/D	LISBON SILT LOAM, 0 TO 2 PERCENT SLOPES
541A	C	GRAYMONT SILT LOAM, 0 TO 2 PERCENT SLOPES
541B	C	GRAYMONT SILT LOAM, 2 TO 5 PERCENT SLOPES

EROSION CONTROL AND SEDIMENTATION NOTES:

1. THIS PLAN IS PROVIDED FOR INFORMATION PURPOSES AT THIS TIME. AN EROSION AND SEDIMENT CONTROL PLAN AND SWPPP WILL NEED TO BE FILLED WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND LOCAL JURISDICTION PRIOR TO COMMENCEMENT OF CONSTRUCTION
2. A CONSTRUCTION ENTRANCE AND AN EROSION CONTROL BARRIER SHALL BE INSTALLED AS INDICATED IN THE PLAN PRIOR TO THE COMMENCEMENT OF DEMOLITION OR CONSTRUCTION OPERATIONS.
3. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES DURING ENTIRE CONSTRUCTION PERIOD.
4. ANY SEDIMENT TRACKED ONTO PUBLIC RIGHT-OF-WAYS SHALL BE SWEPT AT THE END OF EACH WORK DAY.
5. ALL STOCKPILE AREAS SHALL BE LOCATED WITHIN LIMIT OF WORK LINE AND STABILIZED TO PREVENT EROSION.
6. ALL DEBRIS GENERATED DURING SITE PREPARATION ACTIVITIES SHALL BE LEGALLY DISPOSED OF OFF-SITE
7. SITE ELEMENTS TO REMAIN MUST BE PROTECTED FOR DURATION OF PROJECT.
8. ALL TOPSOIL ENCOUNTERED WITHIN THE LIMITS OF THE PROPOSED PERMANENT AND TEMPORARY GRAVEL ROADS, EQUIPMENT PADS AREA, AND AREAS OF CUT AND FILL SHALL BE STRIPPED AS NEEDED AND STOCKPILES FOR REUSE. ECCESS TOPSOIL SHALL BE DISPOSED OF ON SITE AS DIRECTED BY OWNER. TOPSOIL PILES SHALL REMAIN SEGREGATED FROM EXCAVATED SUBSURFACE SOIL MATERIALS.
9. ADDITIONAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
10. ALL POINTS OF CONSTRUCTION EGRESS AND INGRESS SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS.
12. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED ON A DAILY BASIS DURING CONSTRUCTION TO ENSURE THAT PIPES ARE CLEAR OF DEBRIS AND THAT THE EROSION CONTROL BARRIERS ARE INTACT
13. DUST SHALL BE CONTROLLED AS NEEDED BY SPRINKLING OR OTHER APPROVED METHODS AS NECESSARY, OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
14. CARE SHALL BE EXERCISED SO AS TO PREVENT ANY UNSUITABLE MATERIAL FROM MIGRATING OUTSIDE THE LIMIT OF WORK.
15. ADDITIONAL EROSION CONTROL SHALL BE LOCATED AS CONDITIONS WARRANT OR AS DIRECTED BY THE OWNER OR REPRESENTATIVE.
16. CLEAN AND MAINTAIN EROSION CONTROL BARRIER AS REQUIRED DURING CONSTRUCTION OPERATIONS TO ENSURE ITS CONTINUED FUNCTIONALITY.
17. OVERALL SITE DEVELOPMENT WILL GENERALLY MAINTAIN EXISTING TOPOGRAPHY AND STORM WATER DRAINAGE PATTERNS. SPOT GRADES WILL BE PROPOSED AS NECESSARY TO ACCOMMODATE THE RACKING SYSTEM.

SCALE IN FEET
0 100 200
*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION
1	10/29/25	REVISED PER WWW ENGINEERING COMMENTS DATED NOVEMBER 19, 2025
2	01/19/26	REVISED PER WWW ENGINEERING COMMENTS DATED JANUARY 7, 2026

1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com
Civil & Environmental Consultants, Inc.

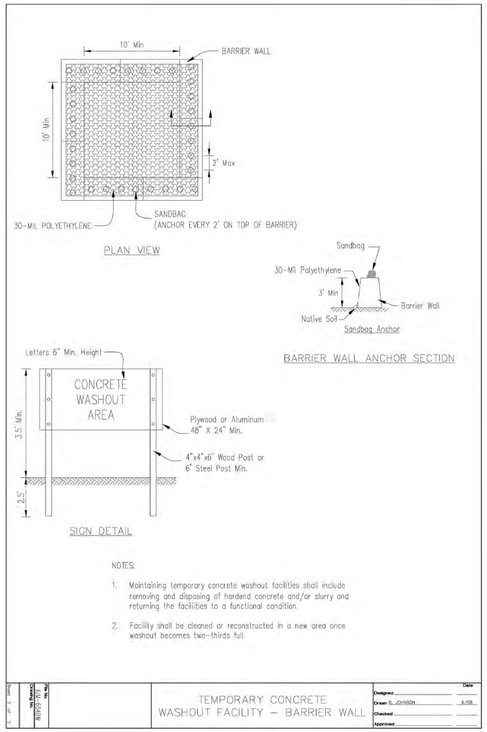
EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

EROSION AND SEDIMENT CONTROL PLAN

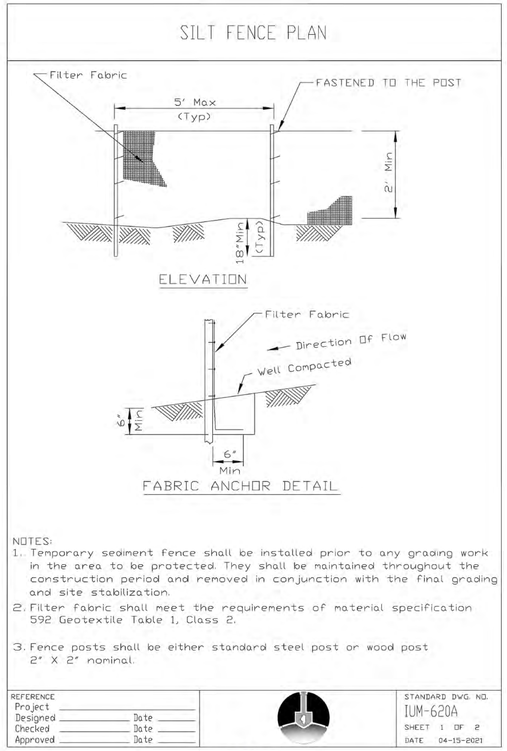
DATE:	OCTOBER 20, 2025
DRAWN BY:	MJS
DWG SCALE:	1" = 100'
CHECKED BY:	ARG
PROJECT NO:	350-646
APPROVED BY:	*DAK

DRAWING NO.: C900
SHEET 10 OF 11

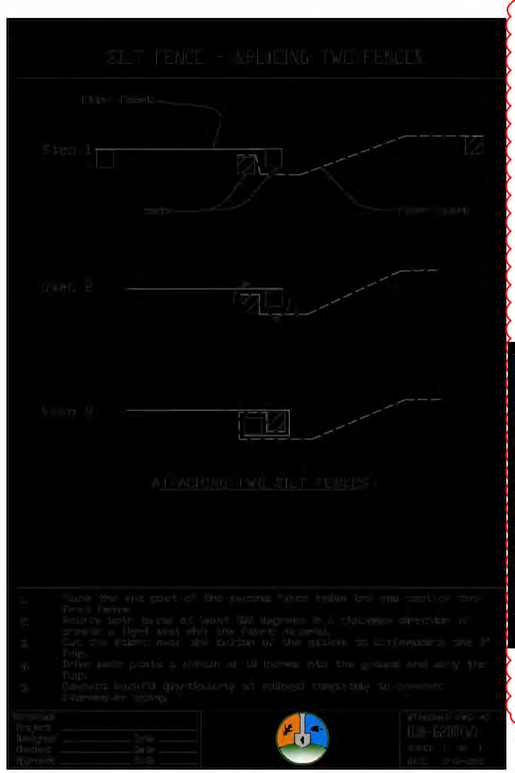
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DETAIL 1
TEMPORARY CONCRETE WASHOUT FACILITY - BARRIER WALL
NOT TO SCALE



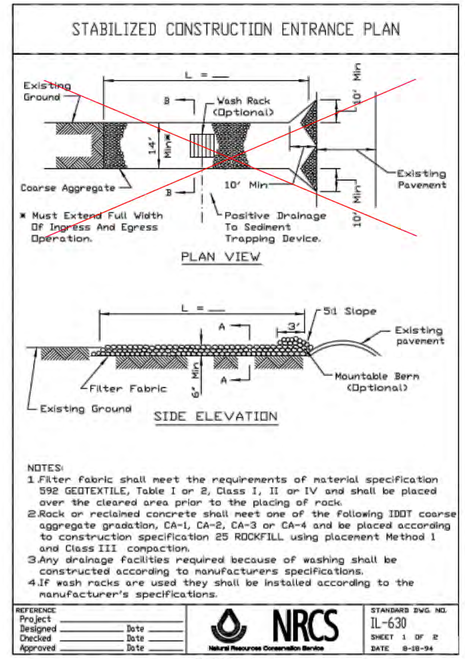
DETAIL 2
SILT FENCE PLAN
NOT TO SCALE



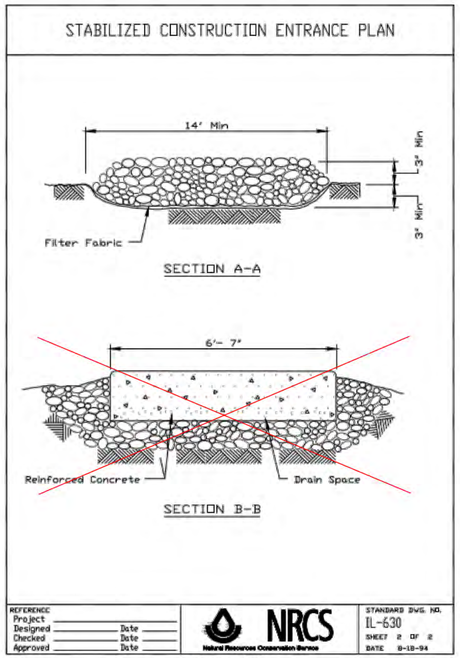
DETAIL 3
SILT FENCE - SPLICING TWO FENCES
NOT TO SCALE

INTERIOR GRAZING SEED MIX						
% OF MIX BY WEIGHT	BOTANICAL NAME	COMMON NAME	HEIGHT (FT)	FORBS BLOOM TIME (SEASON)	DROUGHT TOLERANCE	FLOOD TOLERANCE
Grasses / Sedges						
17.0%	*Gestuca rubra 'Boreal'*	Boreal Creeping Red Fescue	1-2	N/A	Moderate	Moderate
8.0%	*Festuca arundinacea 'Teton'*	Teton Pasture Fescue	2-3	N/A	High	Low
2.2%	*Carex brevior*	Plains Oval Sedge	1-2	N/A	Moderate	Moderate
Forbs						
3.1%	*Trifolium pratense*	Red Clover	1.5-2.5	Spring/Summer/Fall	High	Moderate
2.5%	*Trifolium hydridum*	Alsike Clover	1-1.5	Spring/Summer/Fall	High	High

DETAIL 4
INTERIOR GRAZING SEED MIX OR APPROVED EQUAL
NOT TO SCALE



DETAIL 5
STABILIZED CONSTRUCTION ENTRANCE PLAN - 1
NOT TO SCALE



DETAIL 6
STABILIZED CONSTRUCTION ENTRANCE PLAN - 2
NOT TO SCALE

REVISION RECORD

NO	DATE	DESCRIPTION
1	10/09/25	REVISED PER WORK ENGINEERING COMMENTS DATED NOVEMBER 19, 2025
2	01/19/26	REVISED PER WORK ENGINEERING COMMENTS DATED JANUARY 7, 2026

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Civil & Environmental Consultants, Inc.

EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

EROSION AND SEDIMENT CONTROL PLAN DETAILS

DATE:	OCTOBER 20, 2025
DRAWN BY:	MJS
DWG SCALE:	NOT TO SCALE
CHECKED BY:	ARG
PROJECT NO.:	350-646
APPROVED BY:	*DAK

DRAWING NO.:
C901

*HAND SIGNATURE ON FILE

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VEGETATION MANAGEMENT PLAN

EAST SCHOOLHOUSE ROAD SOLAR
KENDALL COUNTY, ILLINOIS

Prepared For:
EAST SCHOOLHOUSE ROAD COMMUNITY ENERGY INITIATIVE LLC

[redacted]

Prepared By:
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
NAPERVILLE, ILLINOIS 60563

CEC Project 350-646

REVISED JANUARY 2026

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Appendix A Site Location Map
Appendix B Economy Seed Mix
Appendix C Pollinator Scorecard
Appendix D Landscape Plan

1.0 PROJECT DESCRIPTION

1.1 PROJECT OVERVIEW

On behalf of East Schoolhouse Road Community Energy Initiative LLC, Civil & Environmental Consultants, Inc. (CEC) has prepared this vegetation management plan for the proposed Schoolhouse Road Solar Project (Project), which is a 5.00 Mega Watt Alternate Current (MWac) (7.4588 Mega Watt Direct Current [MWdc]) solar energy system. The Project's access road will be located approximately 1,400 feet west of the intersection of South Schlapp Road and Schoolhouse Road (State Route 126). The Project is located along East Schoolhouse Road, Plainfield, Illinois 60543 within Na-Au-Say Township, Kendall County, Illinois and within Kendall County's jurisdiction. The Project's point of interconnection will be a power pole located in the southern portion of the property along Schoolhouse Road (State Route 126). Construction activities include installation of solar panels, access roads, fencing, inverter/transformer pads, and above and below ground electrical wire. The Project has been designed in compliance with the Kendall County Ordinance Sections 36-282 - "Special uses permitted", and the 55 Illinois Complied Statutes (ILCS) 5/5-12020. This Project will be constructed on approximately 35.5 acres of land that is currently used for agricultural purposes. Adjacent land use types include agricultural fields and industry.

The existing soil types on the project site, taken from the United States Department of Agriculture-Natural Resources Conservation Service Soil Survey, include Lisbon silt loam (59A), Proctor silt loam (148C2), Drummer silty clay loam (152A), Mundelein silt loam (442A), Barrington silt loam (443A/443B), and Graymont silt loam (541A/541B). The existing grade change across the Project site is approximately 28 feet.

1.2 SITE LOCATION MAP

A site location map is included as Appendix A.

1.3 SITE ASSESSMENT

The existing Project site and surrounding area is comprised mostly of farmland. Consultation through the United States Fish and Wildlife Service's Environmental Review determined that four threatened and endangered species and/or special concern species at the project site. The four species include Indiana bat, whooping crane, monarch butterfly, and eastern prairie fringed orchid. CEC determined that there is little to no habitat for these species at the Project site. There is also one waterway on the project site.

1.4 GOALS AND OBJECTIVES

The goal of this vegetation management plan is to establish the project area with native species to the point where it is esthetically pleasing, while also providing food and habitat to pollinators and other species throughout the year. Using a seed mix that contains species that bloom in the spring, summer, and fall will help ensure that the solar facility achieves this.

2.0 SITE PREPARATION

2.1 VEGETATION CONTROL

Due to the existing land use of the site being farmlands, it can be reasonably assumed that there is little to no existing vegetation on the site. Thus, no vegetation control will be required during the site preparation process.

2.2 SEED BED PREPARATION

Due to the existing land use of the site being farmlands, the bare ground surface will be used as the seed bed. No tilling or other soil preparation methods will need to be utilized. The farmer who previously worked on the property of the Project site shall be contacted to get information and application dates of herbicides previously used on the planting area. Planting shall not occur until after the effects of these herbicides have expired.

2.3 EROSION CONTROL

During construction and prior to seeding, silt fence and a rock construction entrance will be utilized as erosion control measures on the project site. The existing ground surface will not be graded during construction. Light weight equipment will be used to install the piles.

3.0 VEGETATION ESTABLISHMENT

3.1 SEED MIX

Following installation of the solar facility, the site will be seeded with the seed mix found in Appendix B, which includes the specifications, common names, and scientific names of plant species. This seed mix will be broadcast spread across the entire site and rolled with a cultipacker, harrow, or similar device to ensure the seeds are worked into the soil. Seeding shall occur between November 15th and June 15th.

3.2 EROSION CONTROL

Existing erosions control devices shall remain in place and maintained per the stormwater pollution prevention plan after seed has been spread across the project site. The Project site is relatively flat and will be mostly undisturbed during construction, both of which will reduce erosion. Disturbed areas shall be reseeded as necessary.

4.0 MONITORING AND MAINTENANCE

4.1 REQUIREMENTS

To meet and retain the Illinois Pollinator Friendly designation, ongoing maintenance and monitoring are required. For Kendall County, written performance standards and reports must be submitted to the county for the first five years following planting and germination. During the final three years, all required performance standards shall be met; if not, reporting will continue until compliance is achieved.

All monitoring assessments must document the presence of invasive species as defined by the Illinois Exotic Weed Act (525 ILCS 10/et seq.) and the Illinois Noxious Weed Law (505 ILCS 100/et seq.), as well as any additional invasive or weedy vegetation identified by the Illinois Department of Natural Resources, the University of Illinois, or the United States Department of Agriculture. Each assessment should include a proposed plan for managing and removing any identified invasive species.

4.2 YEAR 1 MONITORING/MAINTENANCE

Seeds can be applied as early as spring in the first year. No maintenance is needed during that first season. If seeds are applied in summer or fall, maintenance and monitoring shall begin the following season. Site visits are recommended one to three times in summer and one to three times in fall. Each visit should check vegetation height and look for invasive species. If invasive plants are found, they must be removed physically or treated with spot herbicide, and/or use spot mowing. During the first year, mow areas where invasive plant heights exceed 12 inches. Areas under 12 inches can wait until the next visit. Mowing shall occur after October 15th. Newly established vegetation shall be cut back to 9-inches only after fall native flowers have gone to seed, no sooner than November 1, as shorter mowing helps reduce weeds.

4.3 YEAR 2 MONITORING/MAINTENANCE

Site visits shall be performed one time in spring, summer, and fall. Each visit shall check vegetation height and look for invasive species. During the first visit of the year, remove dead stalks and seed heads from the previous season. If invasive plants are found, remove them physically or treat with spot herbicide, and/or use spot mowing. At later visits, mow areas where invasive plant heights exceed 12 inches. Areas under 12 inches can wait until the next visit. Mowing shall occur after October 15th. Newly established vegetation shall be cut back to 9-inches only after fall native flowers have gone to seed, no sooner than November 1.

4.4 YEAR 3 MONITORING/MAINTENANCE

Site visits shall be performed one time in spring, summer, and fall. Each visit shall check vegetation height and look for invasive species. At the first visit of the year, remove dead stalks and seed heads from last season. If invasive plants are found, remove them physically or treat with spot herbicide, and/or use spot mowing. During later visits, mow open areas, fence lines, and buffer zones where invasive plant heights exceed 12 inches; areas under 12 inches can wait until the next visit. Mowing shall occur after October 15th. Newly established vegetation should be cut back to 9-inches only after fall native flowers have gone to seed, no sooner than November 1.

4.5 FOLLOWING YEAR 3 MONITORING/MAINTENANCE

At least one site visit shall be performed each year in the spring to check vegetation height and look for invasive species. During this visit, remove dead stalks and seed heads from the previous season. If invasive plants are found, remove them physically or treat with spot herbicide, and/or use spot mowing.

5.0 PERFORMANCE STANDARDS

5.1 UPON COMPLETION OF CONSTRUCTION

All disturbed areas or bare soil areas measuring at least one square meter without vegetation shall be covered with either a temporary cover crop or a permanent seed mix. No bare soils shall remain upon substantial completion of the project.

5.2 THREE MONTHS AFTER SEEDING

Within three months of seeding, or three months after the start of the growing season for dormant seeding, about 60% of the seeded area (excluding roads, pads, or other hardscape areas) should have vegetation or be stabilized against erosion. Temporary cover crops count toward stabilization and seeded area percentage. Straw mulch or blankets do not count unless new growth is visible in those areas.

5.3 AFTER THE FIRST YEAR

By the end of the first full growing season, at least 80% of all seeded areas (excluding roads, pads, or other hardscape areas) should have vegetation based on aerial cover. Temporary cover crops count toward this percentage.

Replace any dead or diseased trees, shrubs, or woody plants. Woody vegetation with pests shall be evaluated to determine if it can be treated, removed, or if the vegetation should be taken off-site and replaced. No diseased or pest-infested plants should remain on-site.

Prepare annual report documenting the site's progress in meeting performance standards and submit to Kendall County.

5.4 AFTER THE SECOND YEAR

By the end of the second growing season, at least 90% of the seeded areas shall have ground cover, with 50% consisting of native or naturalized species from the final seed mix (excluding roads, pads, or other hardscape areas). This percentage does not include temporary cover crops, erosion control materials, or invasive plants.

Replace any trees, shrubs, or woody plants with more than 50% dead branches or biomass. All diseased vegetation must be replaced. Plants with pests shall be evaluated for treatment; if treatment is not possible, remove and replace them. No diseased or pest-infested vegetation should remain on-site.

Prepare annual report documenting the site's progress in meeting performance standards and submit to Kendall County.

5.5 AFTER THE THIRD YEAR, AND SUBSEQUENT YEARS

By the end of the third growing season, at least 75% of the seeded areas shall be covered by native or naturalized species from the final seed mix (excluding roads, pads, or other hardscape areas). Temporary cover crops, erosion control materials, and invasive plants do not count. No bare soil areas larger than one square meter should remain.

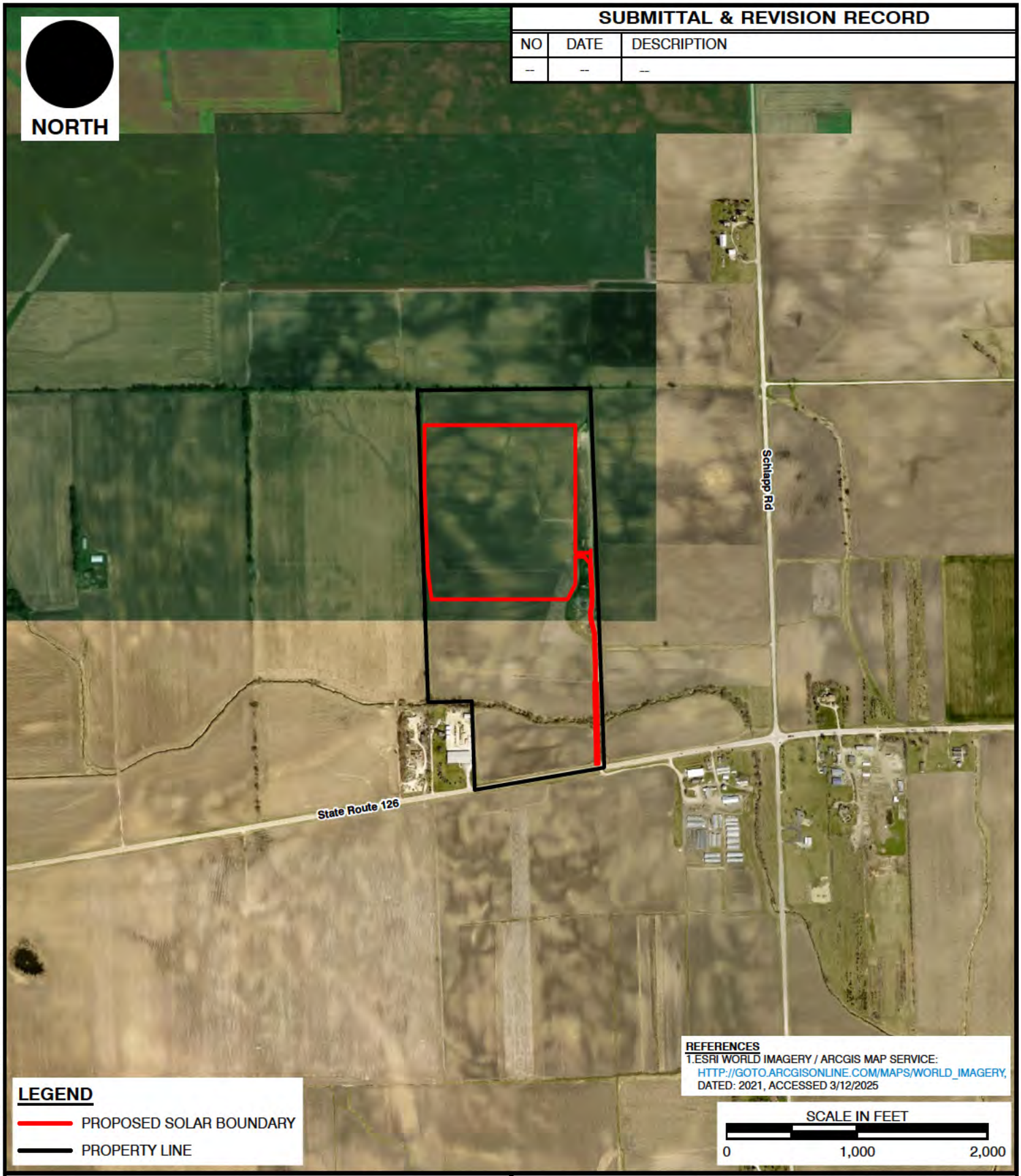
Replace any trees, shrubs, or woody plants with more than 20% dead branches or biomass. All diseased vegetation must be replaced. Plants with pests shall be evaluated for treatment; if treatment is not possible, remove and replace them. No diseased or pest-infested plants should remain on-site.

If performance standards are not met, the contractor must notify the owner and developer and propose corrective actions before the next inspection. Corrective actions may include overseeding bare areas, adding erosion control, or applying herbicide.

Prepare annual report documenting the site's progress in meeting performance standards and submit to Kendall County after years three, four, and five.

APPENDIX A

SITE LOCATION MAP



SUBMITTAL & REVISION RECORD

NO	DATE	DESCRIPTION
--	--	--

Civil & Environmental Consultants, Inc.

1230 East Diehl Road
Suite 200
Naperville, Illinois 60563
Ph: 630.963.6026 · 800.365.2324
www.cecinc.com

EAST SCHOOLHOUSE ROAD COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
KENDALL COUNTY, ILLINOIS

SITE LOCATION MAP

DRAWN BY:	CLC	CHECKED BY:	MJS	APPROVED BY:	ARG*	FIGURE NO:	1
DATE:	3/12/2025	SCALE:	1"=1,000'	PROJECT NO:	345-630		

*Hand Signature on file

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APPENDIX B

ECONOMY SEED MIX

INTERIOR GRAZING SEED MIX						
% OF MIX BY WEIGHT	BOTANICAL NAME	COMMON NAME	HEIGHT (FT)	FORBS BLOOM TIME (SEASON)	DROUGHT TOLERANCE	FLOOD TOLERANCE
Grasses / Sedges						
28.0%	*Poa palustris*	Fowl Bluegrass	1-2	N/A	Moderate	High
17.0%	*Gestuca rubra 'Boreal'*	Boreal Creeping Red Fescue	1-2	N/A	Moderate	Moderate
12.0%	*Poa pratensis 'Ginger'*	Ginger Kentucky Bluegrass	1-2	N/A	Moderate	Moderate
8.0%	*Festuca arundinacea 'Teton'*	Teton Pasture Fescue	2-3	N/A	High	Low
7.0%	*Festuca elatior x Lolium perenne*	Duo Festulolium	2-3	N/A	HIgh	Moderate
2.2%	*Carex brevior*	Plains Oval Sedge	1-2	N/A	Moderate	Moderate
1.6%	*Juncus Dudleyi*	Dudley's Rush	1-2	N/A	Moderate	High
Forbs						
15.0%	*Madicago sativa*	Alfalfa	2-5	Spring/Summer/Fall	High	Moderate
3.1%	*Trifolium pratense*	Red Clover	1.5-2.5	Spring/Summer/Fall	High	Moderate
2.8%	*Trifolium repens*	White Clover	0.5-1	Spring/Summer/Fall	High	Moderate
2.5%	*Trifolium hydridum*	Alsike Clover	1-1.5	Spring/Summer/Fall	High	High
80.0%	*Dalea purpurea*	Purple Prairie Clover	1-3	Spring/Summer	Moderate	Moderate

APPENDIX C

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: 85

Meets Preliminary Pollinator Standards - 85
Provides Exceptional Habitat - 110 and higher

East Schoolhouse Road

Owner: Community Energy Initiative LLC
Vegetation Consultant: _____
Project Location: Schoolhouse Road, Kendall County
Project Size: 36.4 acres
Final Seeding Date: TBD

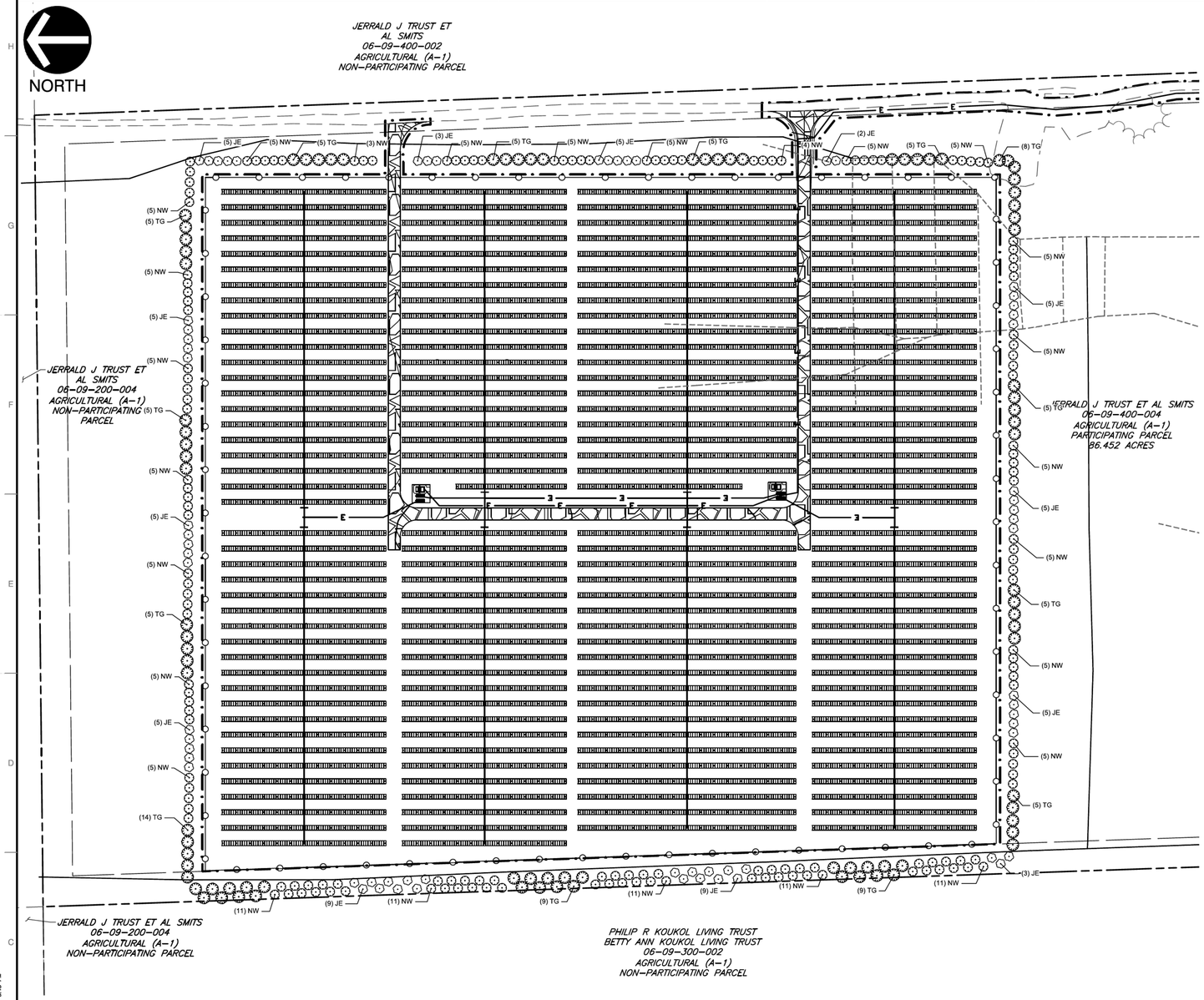
This form is designed (with the help of the Solar Site Pollinator Guidelines found on IDNR's website) to guide owners or managers of solar sites to meet the requirements to be able to claim a site is pollinator friendly according to the "Pollinator Friendly Solar Site Act (525 ILCS 55)". This form is for company records only and does not grant the title of a Pollinator Friendly Solar Site until the "Illinois Planned Pollinator Habitat on Solar Sites Scorecard" is completed with a score of 85 or higher on IDNR's website. This preliminary recognition is good for 3yrs, after which the "Established Pollinator Habitat on Solar Sites Scorecard" will need to be completed every 5 years to maintain recognition as a Pollinator Friendly Solar Site.

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

12/3/2019

APPENDIX D

LANDSCAPE PLAN



REFERENCE

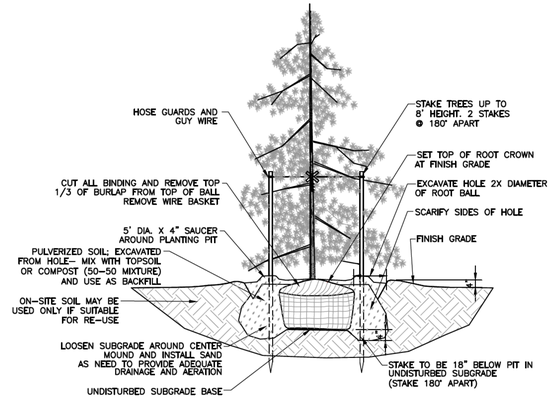
1. EXISTING TOPOGRAPHY AND PLANIMETRIC FEATURES TAKEN FROM SURVEY COMPLETED BY CIVIL & ENVIRONMENTAL, INC. BASED UPON FIELD OBSERVATIONS PERFORMED IN FEBRUARY AND MARCH, 2025.
2. EXISTING TOPOGRAPHY OUTSIDE OF PROPERTY BOUNDARY EXTRACTED FROM THE KENDALL COUNTY GIS "2018 CONTOURS", ON APRIL 9, 2025.
3. PROPOSED SOLAR LAYOUT PROVIDED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. BY ECA SOLAR, LLC ON AUGUST 28, 2025; FILE NAME "PROPOSEDPLAN_ELEC.DWG".
4. EXISTING WETLAND DELINEATION COMPLETED BY SCI ENGINEERING, INC. ON MAY 22, 2025.
5. APPROVED JURISDICTIONAL DETERMINATION (AJD) PROVIDED BY THE UNITED STATES ARMY CORE OF ENGINEERS, CHICAGO DISTRICT, DATED JUNE 26, 2025.
6. FLOODPLAIN ZONE A LIMITS PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) 17093C0130H, EFFECTIVE DATE JANUARY 8, 2014.
7. SEE LEGEND ON DRAWING C000 FOR SYMBOL AND LINEWORK ELEMENTS.
8. EXISTING DRAIN TILE SURVEY RECEIVED FROM ECA SOLAR, LLC & ANTREX, INC. ON SEPTEMBER 26, 2025.

PLANT SCHEDULE

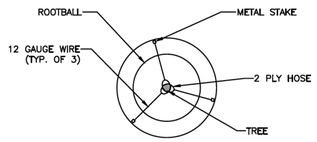
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SIZE
TREES					
	JE	66	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	B&B	3'-5' HT. MIN.
	NW	157	THUJA OCCIDENTALIS / NORTHERN WHITE CEDAR	B&B	3'-5' HT. MIN.
	TG	90	THUJA STANDISHII X PLICATA 'GREEN GIANT' / GREEN GIANT ARBORVITAE	B&B	3'-5' HT. MIN.

PLANTING NOTES

1. THE QUANTITIES INDICATED ON THE PLANT MATERIALS SCHEDULE ARE PROVIDED FOR THE BENEFIT OF THE LANDSCAPE CONTRACTOR BUT SHALL NOT BE ASSUMED TO BE CORRECT. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE QUANTITIES INDICATED ON THE PLAN. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION. IN THE EVENT OF A DISCREPANCY, THE DRAWINGS SHALL GOVERN.
2. NO SUBSTITUTIONS AS TO SIZE, TYPE, SPACING, QUANTITY OR QUALITY OF PLANT MATERIAL SHALL BE MADE WITHOUT THE WRITTEN APPROVAL OF THE OWNERS REPRESENTATIVE. CHANGES IN PLANT MATERIAL MAY REQUIRE RE-APPROVAL BY LOCAL AUTHORITIES. CONTRACTOR IS NOT TO SEEK RE-APPROVAL WITHOUT EXPRESS WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT/ENGINEER.
3. ALL PLANTS MUST BE NURSERY GROWN, HEALTHY, VIGOROUS, AND FREE FROM ALL PESTS AND DISEASE, BALL AND BURLAP (B&B) OR CONTAINER GROWN AS SPECIFIED IN THE PLANT SCHEDULE. ALL PLANTS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z-60.1, LATEST EDITION FOR SIZE AND QUALITY.
4. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED, WITH A SINGLE DOMINANT LEADER, AND MEET THE MINIMUM REQUIREMENTS. TREES WITH A "Y" SHAPE ARE NOT ACCEPTABLE.
5. ALL PLANTS ARE SUBJECT TO REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE AT ANY TIME PRIOR TO FINAL ACCEPTANCE.
6. THE DIMENSIONS FOR HEIGHT, SPREAD, AND CALIPER AS SPECIFIED IN THE PLANT MATERIALS SCHEDULE ARE THE MINIMUM DESIRED FOR EACH PLANT. EACH PLANT SHALL BE UNIFORM AND CONSISTENT AS IT PERTAINS TO THE SPECIFICATIONS AND THE INDIVIDUAL SPECIES. ANY PLANT MATERIAL WHICH FAILS THESE SPECIFICATIONS WILL BE REJECTED. THE CONTRACTOR SHALL PROVIDE ACCEPTABLE MATERIAL AT NO ADDITIONAL COST TO THE OWNER. CALIPER SIZE IS NOT TO BE REDUCED. TREES THAT FAIL MINIMUM CALIPER SIZE AS MEASURED IN THE FIELD WILL BE REJECTED AND REPLACEMENTS SHALL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST. CALIPER MEASUREMENTS SHALL BE MADE IN ACCORDANCE WITH ANSI STANDARDS.
7. PRIOR TO COMMENCEMENT OF INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES AND SHALL AVOID DAMAGING UTILITIES DURING INSTALLATION. ANY UTILITIES DAMAGED DURING INSTALLATION SHALL BE REPAIRED BY THE LANDSCAPE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE UTILITY COMPANY. ALL REPAIRS SHALL BE AT NO COST TO THE OWNER. NO TREES SHALL BE PLANTED WITHIN 10' OF SITE UTILITY LINES AND EASEMENTS. COORDINATE FIELD ADJUSTMENTS WITH OWNERS REPRESENTATIVE.
8. PRE-EMERGENT HERBICIDES, TREFLAN OR EPTAM, SHALL BE APPLIED TO ALL PLANTING BEDS. APPLY AT MANUFACTURERS RECOMMENDATIONS. HERBICIDES SHALL BE INCORPORATED INTO THE SOIL MIXES.
9. APPLY ROOT STIMULATOR, CONTAINING MYCORRHIZA, TO ALL PLANTS PRIOR TO BACK FILLING. APPLY AT MANUFACTURER'S RECOMMENDATIONS. CONTRACTOR TO SUBMIT SAMPLES OF ROOT STIMULATOR TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO USE.
10. ALL DISTURBED AREAS NOT RECEIVING MULCH OR OTHER SPECIFIED IMPROVEMENTS ARE TO BE FINE GRADED TO TRANSITION SMOOTHLY INTO ADJACENT GRADES AND RECEIVE PERMANENT GROUNDCOVER OR SEED.
11. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTINGS FOR A PERIOD OF ONE (1) YEAR BEGINNING UPON THE WRITTEN DATE OF SUBSTANTIAL COMPLETION OF THE PROJECT. ANY PLANTS SUBJECT TO REPLACEMENT SHALL BE MADE AT THE END OF THE WARRANTY PERIOD OR AT TIME AS DETERMINED BY THE OWNERS REPRESENTATIVE. ALL PLANTS MUST BE ALIVE AND HEALTHY FOR REVIEW AND APPROVAL BY LOCAL AUTHORITIES AS APPROPRIATE FOR OCCUPANCY PERMIT.
12. THE LANDSCAPE CONTRACTOR SHALL UTILIZE ON-SITE TOPSOIL AS AVAILABLE FROM THE GENERAL CONTRACTOR. ALL IMPORTED TOPSOIL SHALL COMPLY WITH ASTM D5265-23 STANDARD SPECIFICATIONS FOR TOPSOIL.
13. EXISTING GRASS TO BE REMOVED, IF PRESENT, AND TOPSOIL TO BE SPREAD SMOOTH AND HAND-RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED.
14. IT IS THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNERS REPRESENTATIVE IN WRITING ONCE INSTALLATION IS COMPLETE.
15. THE CONTRACTOR AND THEIR SUBCONTRACTORS WILL BE RESPONSIBLE FOR KEEPING THE SITE NEAT AND ORDERLY DURING CONSTRUCTION. TRASH SHALL BE DISPOSED OF IN APPROPRIATE CONTAINERS ON SITE AND DISPOSED OF AT THEIR COST. NO CONSTRUCTION DEBRIS SHALL BE ALLOWED TO COLLECT ON OR OFF SITE. ROADWAYS SHALL BE CLEANED OF GRAVEL AND DEBRIS ON A DAILY BASIS, IF NEEDED. NO MATERIAL SHALL BE STORED IN DRIPLINES OF EXISTING TREES. ALL NEW LANDSCAPE MATERIAL SHALL BE PROTECTED DURING CONSTRUCTION, MAINTAIN LAWNS AS NEEDED, INCLUDING MOWING AND RESEEDING.
16. CONTRACTOR TO PROVIDE WATERING OF INSTALLED PLANT MATERIAL THROUGH THE GROWING SEASON AT A RATE OF 1" OF WATER PER WEEK.
17. ALL DISTURBED AREAS TO BE SEEDED WITH PIZZO ECONOMY PRAIRIE SEED MIX (OR APPROVED EQUAL). APPLY AT MANUFACTURERS SPECIFIED RATE. FOLLOW MANUFACTURERS RECOMMENDATIONS FOR NURSE CROP INCLUSIONS FOR TIME OF YEAR SEEDING.
18. THE TYPICAL PLANTING SOIL BACKFILL MIX FOR BEDS AND PLANT BACKFILL SHALL CONSIST OF THE FOLLOWING (BY VOLUME):
    - 2/3 EXISTING SITE SOIL
    - 1/3 SOIL AMENDMENTS (BY VOLUME AS FOLLOWS)
    - 2 PARTS HUMUS AND OR PEAT
    - 1 PART COARSE RIVER SAND
    - 1 PART STERILIZED COMPOSTED COW MANURE
    - CERTIFIED SOIL TEST REPORTS: SUBMIT TWO COPIES EACH OF CERTIFIED TEST REPORTS FOR TOPSOIL. PRIOR TO COMMENCEMENT OF CONSTRUCTION, OBTAIN SOIL TEST FOR THE TOPSOIL PROPOSED FOR USE. OBTAIN A MINIMUM OF 5 TOPSOIL TESTS. TAKE SAMPLES OF AVAILABLE TOPSOIL AT 5 SEPARATE LOCATIONS, SPECIFICALLY LABELING THE POINT OF ORIGIN OF EACH. TOPSOIL TESTS SHALL BE PERFORMED BY A SOIL TEST LAB CERTIFIED BY THE AGRICULTURAL LABORATORY TESTING ASSOCIATION (ILLINOIS).
    - SOIL FERTILITY TEST SHALL IDENTIFY THE FOLLOWING: PH, AVAILABLE PHOSPHORUS, POTASSIUM, CALCIUM, MAGNESIUM, AND ORGANIC MATTER PERCENTAGE CONTENT. RECOMMENDATIONS FOR FERTILIZERS FOR THE SOILS BASED ON THE PLANTS PROPOSED FOR THE PROJECT SHALL BE PROVIDED BY THE TESTING AGENCY, AS WELL AS ANY RECOMMENDATIONS FOR PH AND ORGANIC MATTER ADJUSTMENTS. SOIL SAMPLES SHALL BE COLLECTED, STORED, SHIPPED OR DELIVERED TO THE SPECIFIED LAB IN ACCORDANCE WITH THE WRITTEN INSTRUCTIONS OF THE TESTING AGENCY.
19. COMPLETELY BLEND BACKFILL SOIL MIX PRIOR TO PLACEMENT.



DETAIL 1 - EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE



NOTE: LOCATE 1 STAKE DIRECTLY SOUTHWEST OF TREE TRUNK

DETAIL 2 - TREE STAKING DETAIL
NOT TO SCALE

SCALE IN FEET
0 100 200

*HAND SIGNATURE ON FILE

REVISION RECORD

NO	DATE	DESCRIPTION

Civil & Environmental Consultants, Inc.
1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

EAST SCHOOLHOUSE ROAD
COMMUNITY ENERGY INITIATIVE LLC
EAST SCHOOLHOUSE ROAD SOLAR
EAST SCHOOLHOUSE ROAD
KENDALL COUNTY, ILLINOIS

LANDSCAPE PLAN

DATE: OCTOBER 20, 2025
DWG SCALE: 1" = 100'
PROJECT NO: 350-646
DRAWN BY: MJS
CHECKED BY: ARG
APPROVED BY: *DAK

DRAWING NO.: C700
SHEET 6 OF 11

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DECOMMISSIONING REPORT

EAST SCHOOLHOUSE ROAD SOLAR
KENDALL COUNTY, ILLINOIS

Prepared For:

EAST SCHOOLHOUSE ROAD COMMUNITY ENERGY INITIATIVE LLC

[redacted]

Prepared By:

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
NAPERVILLE, ILLINOIS

CEC Project 350-646

NOVEMBER 2025

Civil & Environmental Consultants, Inc.
1230 East Diehl Road, Suite 200 | Naperville, IL 60563 | p: 630-963-6026 f: 630-963-6027 | www.cecinc.com

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1.0 INTRODUCTION

On behalf East Schoolhouse Road Community Energy Initiative LLC (Applicant), Civil & Environmental Consultants, Inc. (CEC) has prepared this decommissioning report for the development of a 5-megawatt alternating current solar photovoltaic (the Project) located along East Schoolhouse Road (State Route 126), Plainfield, Illinois within Na-Au-Say Township. The Project consists of a single axis tracking ground-mounted solar array, associated electrical equipment, an access driveway, and fence that covers approximately 36.4 acres of the 86.45-acre parcel.

CEC estimates the project will have an expected useful life of approximately thirty-five years. Actual useful life will be determined by Applicant depending on infrastructure condition, electrical generation capacity, and related factors. When Applicant determines that the Project should be retired, this plan will be used to guide the decommissioning process.

The decommissioning costs include the work necessary to return the site to similar conditions that existed prior to the development of the Project. Aboveground improvements including equipment, structures, and supporting components will be removed off-site and underground improvements (electrical conduits and concrete foundations), which will be removed to a depth of 5 feet below grade. The existing access road along the eastern property line will remain. The proposed access roads will be restored to similar conditions that existed before the development of the project. This decommissioning report and cost estimate assumes the access roads will be removed.

When the equipment, access roads, and foundations are removed, the project area will be graded to approximate existing conditions consistent with agricultural use, which is the current use of the land. The decommissioning activities will not impact existing wetlands or streams.

The decommissioning work will be conducted under the applicable permits and approval as generally outlined within Section 5.0 below.

2.0 PROJECT COMPONENTS AND DECOMMISSIONING ACTIVITIES

2.1 OVERVIEW OF SOLAR FACILITY SYSTEM

The East Schoolhouse Road Solar project will utilize approximately 11,900 solar modules to generate a capacity of 5.00 MWac on approximately 36.4 acres of land. The electric generation facility consists of ground mounted solar panel modules, metal racking system and support piles, underground electric collection cables, inverters, transformers, and associated access roads.

This section describes the disassembly, removal, and disposal or salvage procedures for each component of the Project. Appendix A includes the quantities, unit pricing, and cost estimate.

2.2 SOLAR MODULES

Applicant is proposing to use the QCells 630-watt power output bi-facial module (Q.Tron XL-G2/BFG). Each module is approximately 96.9 inches long and 44.6 inches wide with a total weight of 77.8 pounds. The modules are comprised of 156 half-cell monocrystalline with silver anodized aluminum frames and transparent tempered glass.

Module components in working conditions may be sold in a secondary market if the generating revenue is greater than the salvage material, otherwise they will be broken down with individual components salvaged. The engineer's opinion of probable cost provided in Appendix A assumes the modules will be broken down into individual components for salvage.

2.3 TRACKING SYSTEM AND SUPPORTS

The solar modules will be mounted on a single-axis tracking system. Each tracker is approximately 275 feet in length and will support approximately seventy-four solar modules. Smaller trackers may be constructed at the edges of the layout to utilize space more efficiently. The tracking systems are comprised of galvanized and stainless steel and are supported by steel piles that are comprised of structural steel.

The solar modules will be deactivated from the electrical system for safe disassembly. Tracker lubricants will be removed and disposed of at a licensed facility. The electronic components and internal electrical wiring will be removed and salvaged. The steel piles will be removed and recycled.

The supports, tracking system, and posts contain salvageable materials, which may be sold to provide revenue to offset the decommissioning costs. The engineer's opinion of probable cost provided in Appendix A assumes this material will be salvaged for revenue costs.

2.4 TRANSFORMERS

The transformers are located within the array area and will sit on a 2-foot-thick concrete pad with 6 inches of compacted Illinois Department of Transportation CA-6 aggregate material underneath. The transformers will be deactivated, disassembled, and removed. The equipment may be sold for refurbishment, re-used depending on the condition, or disposed of at an approved solid waste management facility. The engineer's opinion of probable cost provided in Appendix A assumes this material will be salvaged for revenue costs. All oils and lubricants will be collected and disposed of at a licensed facility. The concrete pad and aggregate base material shall be removed, stockpiled, and prepared for salvage.

2.5 ELECTRICAL CABLING AND CONDUITS

The underground electrical cabling and conduits will be placed at a depth of approximately 5 feet below ground. The electrical cabling and conduits that are above a depth of 5 feet will be removed and salvaged, per the Agricultural Impact Mitigation Agreement. The electrical cabling and conduits that are below a depth of 5 feet will not interfere with future farming activities and will be abandoned in place. The electrical cabling and conduits may be removed and salvaged if the salvage value is greater than the extraction and restoration cost at the time of decommissioning. The engineer's opinion of probable cost provided in Appendix A assumes this material will be salvaged for revenue costs.

2.6 ACCESS ROADS

The Project will include approximately 1,470 feet of access roads to support construction activities, maintenance activities, and emergency responses. The access roads are 20 feet wide and consist of 8 inches of aggregate base. The aggregate will be removed, stockpiled, and prepared for salvage. The engineer's opinion of probable cost conservatively assumes that the aggregate materials will be removed from the site and hauled up to 5 miles from the project area.

2.7 PERIMETER FENCE

The East Schoolhouse Road Solar project includes approximately 4,930 linear feet of 8-foot-high fence. The posted are embedded into a concrete foundation to a depth of 3 feet. The fence includes one security gate. The fence and security gate shall be removed and salvaged. The concrete foundation shall be removed, stockpiled, and prepared for salvage.

3.0 SITE RECLAMATION

3.1 RESTORATION AND REVEGETATION

The site reclamation activities will commence once the equipment demolition is completed and will restore the project area to the pre-development agricultural activities. The soil that was compacted during decommissioning activities and the soil that was under the access roads will be tilled to a depth of 18 inches using a ripper or chisel plow. The topsoil will be respread within the access road limits and establish the pre-development drainage patterns. The disturbed area will be reseeded with wheat or cereal rye at 150 pounds per acre, or per the direction of the landowner.

3.2 SURFACE WATER DRAINAGE

When the equipment, access roads, and foundations are removed, the project area will be graded to approximate existing conditions consistent with agricultural use, which is the current use of the land. The decommissioning report assumes the project will not disturb existing wetlands and streams.

3.3 AGRICULTURAL DRAINAGE TILES

The agricultural drainage tiles that are damaged during the decommissioning activities will be restored no later than thirty days after the damage has occurred. Tile installation or repairs shall be performed in accordance with the applicable provisions of the Standard Practice for Subsurface Installation of Corrugated Polyethylene Pipe for Agricultural Drainage or Water Table Control, ASTM F449-02 (2008), current edition.

4.0 DECOMMISSIONING COSTS

The decommissioning activities will occur when the Project has reached the end of its useful life (assumed to be thirty-five years) or has been abandoned and shall be the responsibility of Applicant. The decommissioning expenses for the project will be dependent on the labor and materials costs at the time of decommissioning. 2025 average market values were used to estimate costs for this report. Inflation of costs were not factored into the estimate.

4.1 DECOMMISSIONING EXPENSES

Decommissioning costs will occur for the disposal of items not sold for salvage and for materials that will be disposed of at a licensed facility. Decommissioning costs also include regrading access roads and soil reclamation activities as described in Sections 2.6 and 3.1. Appendix A includes the decommissioning cost estimate. Various work item costs are based on publicly available decommissioning reports which CEC compiled, or engineering judgment/experience. A decommissioning bond will be used for the estimated decommissioning costs.

4.2 SALVAGE REVENUES

Resale of construction materials and the solar facility components will be recognized as salvage revenue for the Project. The salvage costs of various components are expected to decline over time, and it is difficult to predict pricing at the time of decommissioning.

The main material of the tracking system and piles is assumed to be steel, the price of which fluctuates daily. The steel value used in this report is $270 per metric ton.

Solar modules can be recycled or reused if the life cycle has not been reached or if the solar module is refurbished. Future pricing of solar modules is difficult to predict currently since the industry is new and still growing. For the purposes of this report, it is assumed the solar modules will be recycled at $0.43 per pound of silicon and aluminum, and $0.05 per pound of glass.

Appendix A includes the salvage revenue cost estimate.

5.0 DECOMMISSIONING SCHEDULE AND PERMITS

The decommissioning schedule is estimated to be six months, which consists of two months for permitting and four months of demolition and reclamation activities. The schedule may vary depending on the number of crews the contractor uses, weather, and other variable conditions at the start of the decommissioning activities. The decommissioning process will include the following:

- Notify the Kendall County Code Enforcement offices.
- Remove the solar modules, tracking, transformers and inverters, cabling, supports, and perimeter fence.
- Dispose of all solid and hazardous water in accordance with local, state, and federal waste disposal regulations.
- Remove the access roads and respread topsoil.
- Reclaim and stabilize the site as necessary.

The following permits will likely be required prior to decommissioning activities starting:

- National Pollutant Discharge Elimination System general permit for stormwater associated with construction activities and a stormwater pollution prevention plan;
- Waste management plans;
- Road use and maintenance agreement;
- Demolition permit; and
- 401/404 water quality certification permits.

It shall be noted that the local jurisdiction's regulatory requirements change over time and additional permits may be required before decommissioning activities begin. CEC recommends coordinating with the local townships and counties prior to decommissioning activities commencing.

APPENDIX A

ENGINEER'S OPINION OF PROBABLE COST

Project: East Schoolhouse Road Solar
Location: Kendall County, Illinois
Project #: 350-646

Estimated By: MJS Date: 03/20/25
Checked By: ARG Date: 03/21/25

Title: DECOMMISSIONING OPINION OF PROBABLE COST

ITEM	DESCRIPTION	UNIT PRICE ($)	UNITS	QUANTITY	TOTAL	NOTES	COST SOURCE
1.000	**Demolition and Restoration Costs**						
1.001	Overhead/Permitting/Project Management	$ 41,000.00	LS	1.00	$ 41,000.00	10% of Demolition Costs	2
1.002	Solar Module Disassembly and Removal	$ 6.50	EA	11,900.00	$ 77,350.00	Qcells Q.Tron XL-G2-BFG/630	1
1.003	Tracking System Disassembly and Removal	$ 600.00	EA	160.00	$ 96,000.00	Single Axis Trackers	1
1.004	Steel Pile/Post Removal	$ 40.00	EA	1,900.00	$ 76,000.00	W6x9, 15' long	1
1.005	String Wiring	$ 2.00	LF	48,000.00	$ 96,000.00	#10 CU PV Wire	1
1.006	Underground MV Wiring	$ 2.00	LF	2,230.00	$ 4,460.00	34.5kV tri-foil	1
1.007	Overhead Wire	$ 2.00	LF	840.00	$ 1,680.00		1
1.008	Inverters Removal	$ 600.00	EA	20.00	$ 12,000.00	Solectria XGI 1500-250 (250 KW)	1
1.009	Transformer	$ 3,000.00	EA	2.00	$ 6,000.00		1
1.010	Motor Removal	$ 100.00	EA	7	$ 700.00	Assuming 23 rows per motor	1
1.011	Concrete Pad Removal	$ 195.00	CY	83.00	$ 16,185.00	2 transformer pad (30'x30'x2.5'). Includes crushing for salvage.	2
1.012	Topsoil Restoration	$ 19.00	AC	34.60	$ 657.40	Tilling the solar array and adjacent area to a depth of 18".	1
1.013	Fence Removal	$ 3.50	LF	4,930.00	$ 17,255.00	8' Tall	1
1.014	Access Road Removal	$ 8,000.00	AC	0.75	$ 6,000.00	Removing gravel and topsoil spreading	2
1.015	Culvert Removal	$ 15.00	LF	80.00	$ 1,200.00	Concrete pipe	2
1.016	Utility Pole Removal	$ 750.00	EA	11.00	$ 8,250.00	Customer and utility company owned poles	1
	DEMOLITION AND RESTORATION ESTIMATE TOTAL:				**$ 451,287.40**		
2.000	**Salvage Revenues**						
2.001	Solar Panel - Silicon	$ 0.43	1.5 pounds per panel	11,900.00	$ 7,675.50		1
2.002	Solar Panel - Aluminum	$ 0.43	2.3 pounds per panel	11,900.00	$ 11,769.10		1
2.003	Solar Panel - Glass	$ 0.05	21.9 pounds per panel	11,900.00	$ 13,030.50		1
2.004	Tracking System and Piles/Posts	$ 90.00	Metric tons	586.00	$ 52,740.00		1
2.005	String Wiring	$ 0.30	pounds per foot	47,623.00	$ 14,286.90	Total string length	1
2.006	MV Wiring	$ 0.30	pounds per foot	2,230.00	$ 669.00	Total MV length	1
2.007	Concrete Salvage	$ 30.00	CY	83.00	$ 2,490.00	2 transformer pad (30'x30'x2.5'). Includes crushing for salvage.	2
2.008	Access Road Gravel Salvage	$ 40.00	CY	730.00	$ 29,200.00	Standard 20' wide, 1,470' long, 8" aggregate base	2
2.009	Fence Material Salvage	$ 0.50	LF	4,930.00	$ 2,465.00		2
	SALVAGE ESTIMATE TOTAL:				**$ 134,326.00**		
	TOTAL DEMOLITION MINUS SALVAGE:				**$ 316,961.40**		

Cost Source:
1. CEC decommissioning report database.
2. Engineering Experience/Judgement.

Opinion of Cost Notes/Assumptions:
A. Unit prices based on CEC database, as well as various assumptions outlined herein.
B. Quantities based on site plan information provided by East Schoolhouse Road Community Energy Initiative LLC dated March 14, 2025.
C. Assumptions, quantities, and unit prices are subject to change.
D. CEC opinion of probable construction based solely upon our own experience with construction, published cost indices and similar references.
E. Costs should not be considered equivalent to a construction cost estimate or construction contractor quote.
F. Unit prices are shown in 2025 U.S. Dollars.
G. Cost estimate based on 5-year projections. Estimate to be reevaluated in 10 years based on new fees at that time and then every 5 years after the first 10 years.

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
st Schoolhouse Road Community Energy Initiative L

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).

East Schoolhouse Road Community Energy Initiative LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 5.0 MW AC Commercial Solar Energy Facility in Kendall County [GPS Coordinates: 41.611509, -88.323302], which will consist of up to 34.34 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.

B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.

C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.

E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.

F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.

G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.

H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.

I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.

J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.

K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.

L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.

M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	A plan prepared by a Professional Engineer, at the Facility's expense, that includes: (1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things: i. the number of solar panels, racking, and related facilities involved; ii. the original Construction costs of the Facility; iii. the size and capacity, in megawatts of the Facility; iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs); v. the Construction method and techniques for the Facility and for other similar facilities; and (2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.

B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.

C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:

1. a minimum of 5 feet of top cover where they cross Cropland.
2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.

B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:

1. Within the fenced perimeter of the Facility; or

2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.

C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.

B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.

C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.

D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.

E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.

F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.

G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. **Maintaining Surrounding Area Subsurface Drainage**

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. **Re-establishing Subsurface Drainage Within Facility Footprint**

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.

B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.

C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.

B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.

C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.

D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.

B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.

C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.

B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.

C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.

B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.

C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.

D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:

1. Solar panels, cells and modules;
2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and olhouse Road Community Energy Init concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Kendall County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE

[redacted]

By: Jerry Costello II, Director

[redacted]

By Clay Nordsiek, Deputy General Counsel

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

3/28, 2025

ıoolhouse Road Community Energy Initia

[redacted]

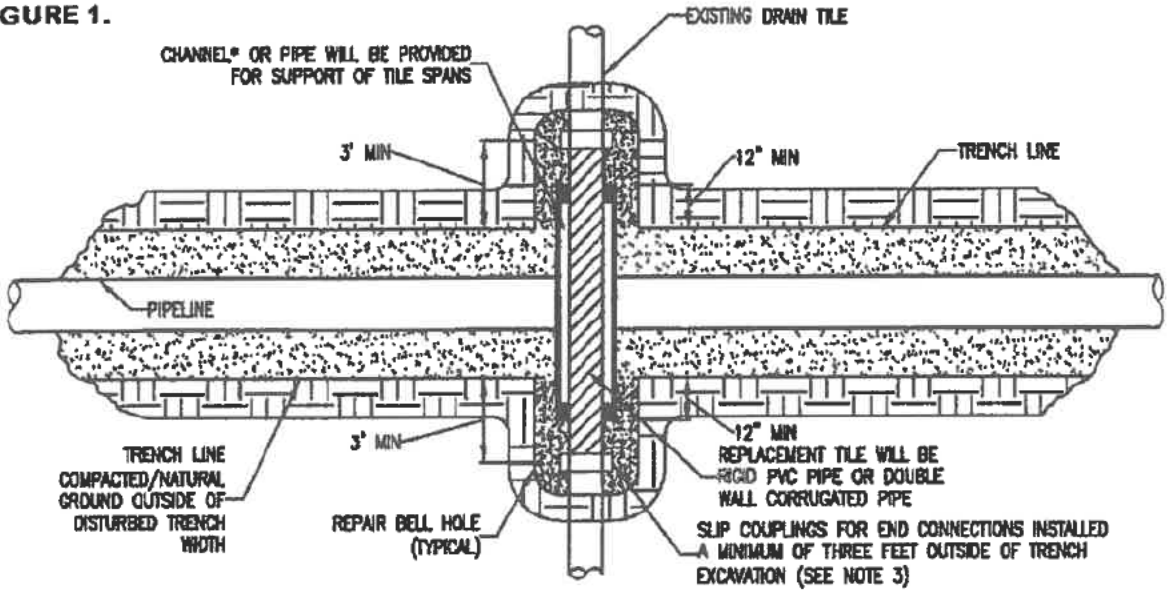
By Todd Fryatt

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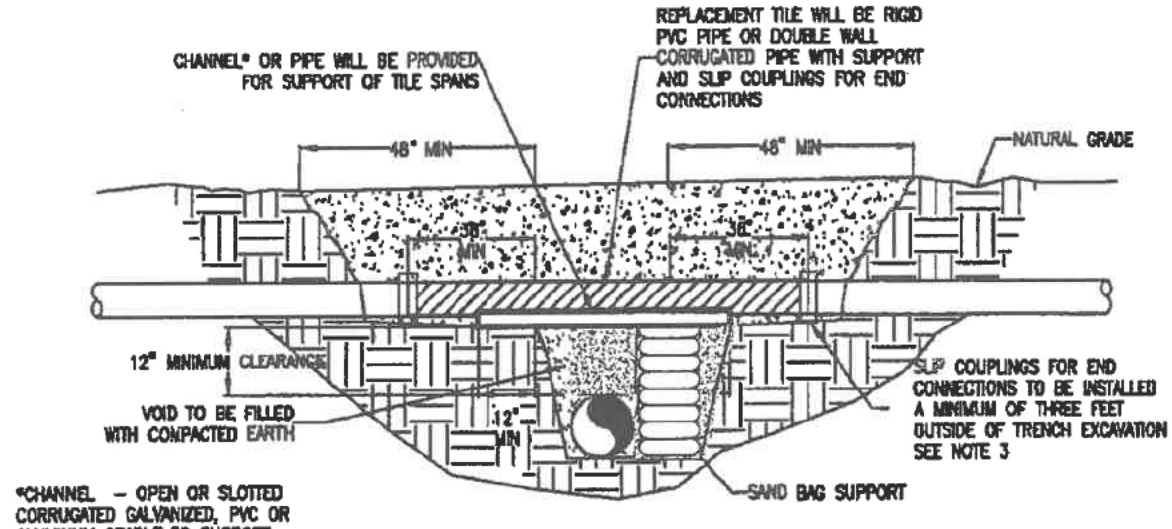
Address

February 24, 2025

FIGURE 1.



PLAN
N.T.S.



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

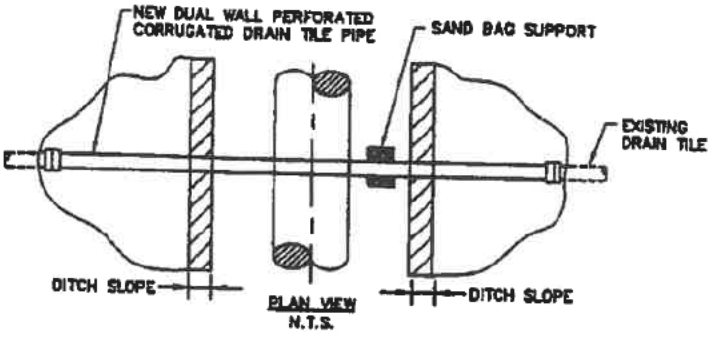
CROSS SECTION
N.T.S.

NOTE:

1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

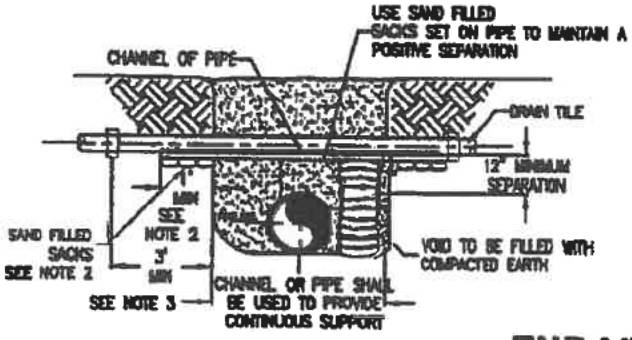
TEMPORARY DRAIN TILE REPAIR

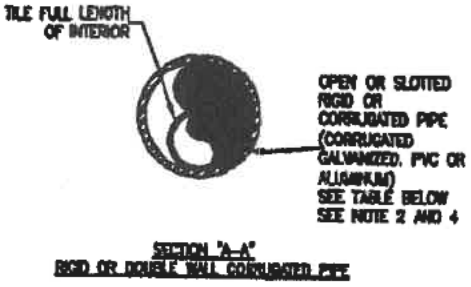
FIGURE 2.



PLAN VIEW
N.T.S.

PLAN VIEW





SECTION "A-A"
RIGID OR DOUBLE WALL CORRUGATED PIPE

END VIEWS

MINIMUM SUPPORT TABLE			
TILE SIZE	CHANNEL SIZE	PIPE SIZE	
3"	4" @ 5.4 #/ft	4"	STD. WT.
4"-5"	5" @ 6.7 #/ft	6"	STD. WT.
6"-9"	7" @ 9.8 #/ft	8"-10"	STD. WT.
10"	10" @ 15.3 #/ft	12"	STD. WT.

NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

PAGE 2 of 2