

Kane County

KC County Development Committee

Agenda

FORD, Williams, Berman, Daugherty, Iqbal, Kenyon, Linder & ex-officios Davoust (Transportation Chair), Kious (Forest Preserve President), Pierog (County Chair) and Tepe (County Vice Chair)

1. 2. 3. 4. 5.	Roll Rem App Mon A.	To Order Call tote Attendance Requests roval of Minutes: Septemb thly Financials Monthly Finance Reports	oer 19, 2023	
3. 4. 5.	Rem App Mon A.	ote Attendance Requests roval of Minutes: Septemb thly Financials	er 19, 2023	
4. 5.	App Mon A.	roval of Minutes: Septemb thly Financials	oer 19, 2023	
5.	Mon A.	thly Financials	oer 19, 2023	
	Α.	-		
8		Monthly Finance Reports		
6			(attached)	
5.	Pub	lic Comment (Agenda Item	ıs)	
7.	Buil	ding & Zoning Division		
	Α.	Building & Zoning Report		
	В.	Zoning Petitions		
	1.	Petition # 4615 Petitioner	: Robert Matson Trust (RPIL Solar 8, LLC)
	2.	Petition # 4617 Petitioner	: Dale Hartmann, et ux	(ILSolar05, LLC)
	3.	Petition # 4618 Petitioner	: John Hatch, et ux (Kar	neSolar3, LLC)
8.	Prop	perty Code Enforcement D	ivision	
	Α.	Monthly Report (attached)	
9.	Plan	ning & Special Projects		
	Α.	Monthly Report (attached)	
	В.	Resolution: Authorizing	Acceptance of the DCE	O Tourism Attraction Grant
	C.	Resolution: Authorizing a Engineering Services for	•	l Associates, Inc., for Civil er Trail in Kane County
	D.	Resolution: Authorizing	Acceptance of the DCE	O Travel and Tourism Grant

Ε.	Resolution: Authorizing a Contract with Gilmore Marketing Concepts, inc.
	(GMCI), for Marketing Services for the Fabulous Fox! Water Trail and
	Agri-tourism in Kane County

- **F.** Process for Relocating a Business in Kane County
- 10. Subdivision
 - A. Land/Cash Woodgate Estates
 - B. Ordinance: Special Service Area Woodgate Estates Subdivision
- 11. Environmental Resources
- 12. Water Resources
- 13. Office of Community Reinvestment
- 14. New Business
- 15. Reports Placed On File
- 16. Executive Session (if needed)
- 17. Public Comment (Non-Agenda Items)
- 18. Adjournment

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

FINANCE REPORT NO. TMP-23-1437

MONTHLY FINANCE REPORTS (ATTACHED)

Development Committee Revenue Report - Summary Through September 30, 2023 (83.3% YTD)

	Curr	ent Month	Tot	al Amended		YTD Actual	
	Trai	nsactions		Budget	Т	ransactions	Total % Received
670 Environmental Management	\$	79,769	\$	779,861	\$	424,386	54.42%
001 General Fund	\$	325	\$	64,089	\$	66,097	103.13%
420 Stormwater Management	\$	-	\$	236,661	\$	4,323	1.83%
421 Elec Agg Civic Contribution	\$	78,883	\$	254,648	\$	237,009	93.07%
650 Enterprise Surcharge	\$	561	\$	223,463	\$	116,939	52.33%
751 Subdivision Review Escrow	\$	-	\$	1,000	\$	18	1.81%

Development Committee Revenue Report - Summary Through September 30, 2023 (83.3% YTD)

	rent Month Insactions	То	otal Amended Budget	YTD Actual Transactions	Total % Received
00 Development	\$ 431,973	\$	17,302,914	\$ 17,108,948	98.88%
001 General Fund	\$ (160)	\$	1,998,350	\$ 1,530,571	76.59%
400 Economic Development	\$ 20,000	\$	377,084	\$ 94,798	25.14%
401 Community Dev Block Program	\$ 186,285	\$	2,022,761	\$ 1,907,852	94.32%
402 HOME Program	\$ 8,299	\$	1,264,538	\$ 1,536,364	121.50%
403 Unincorporated Stormwater Mgmt	\$ -	\$	55,000	\$ 17,617	32.03%
404 Homeless Management Info Systems	\$ 7,781	\$	227,366	\$ 101,353	44.58%
405 Cost Share Drainage	\$ 134,201	\$	323,604	\$ 231,393	71.51%
406 OCR & Recovery Act Programs	\$ -	\$	55,552	\$ 15,000	27.00%
407 Quality of Kane Grants	\$ -	\$	30,110	\$ 54	0.18%
408 Neighborhood Stabilization Progr	\$ -	\$	-	\$ 34,680	0.00%
409 Continuum of Care Planning Grant	\$ 8,281	\$	87,429	\$ 66,208	75.73%
410 Elgin CDBG	\$ 39,694	\$	959,568	\$ 397,053	41.38%
411 Emergency Rental Assistance	\$ -	\$	-	\$ 651,437	0.00%
412 Emergency Rental Assistance #2	\$ -	\$	7,935,693	\$ 9,494,999	119.65%
413 CDBG-CV	\$ 3,340	\$	551,800	\$ 487,010	88.26%
414 Home - ARP	\$ 20,802	\$	853,213	\$ 89,428	10.48%
415 Homeless Prevention Program	\$ -	\$	246,230	\$ 304,572	123.69%
425 Blighted Structure Demolition	\$ -	\$	120,000	\$ 12,734	10.61%
435 Growing for Kane	\$ -	\$	177,140	\$ 126,042	71.15%
521 Bowes Creek Special Service Area	\$ -	\$	5	\$ 2	32.00%
5300 Sunvale SBA SW 37	\$ -	\$	-	\$ 3	0.00%
5301 Middle Creek SBA SW38	\$ 560	\$	-	\$ 563	0.00%
5302 Shirewood Farm SSA SW39	\$ 55	\$	110	\$ 110	100.33%
5303 Ogden Gardens SBA SW40	\$ -	\$	-	\$ 8	0.00%
5304 Wildwood West SBA SW41	\$ 190	\$	665	\$ 544	81.81%
5306 Cheval DeSelle Venetian SBA SW43	\$ 686	\$	2,200	\$ 1,889	85.89%
5308 Plank Road Estates SBA SW45	\$ -	\$	1,575	\$ 860	54.58%
5310 Exposition View SBA SW47	\$ 118	\$	500	\$ 429	85.72%
5311 Pasadena Drive SBA SW48	\$ 300	\$	3,872	\$ 1,229	31.75%
5312 Tamara Dittman SBA SW 50	\$ 540	\$	1,215	\$ 1,147	94.40%
5313 Church Molitor SSA SA 52	\$ 1,000	\$	3,334	\$ 3,001	90.00%
5314 45W185 Plank Road SSA SW 54	\$ -	\$	4,000	\$ 0	0.00%
nd Total	\$ 511,742	\$	18,082,775	\$ 17,533,334	96.96%

	С	urrent Month	Т	otal Amended	YTD Actual		YTD	
	1	ransactions		Budget	Transactions	E	ncumbrances	Total % Used
670 Environmental Management	\$	55,546	\$	1,348,482	\$ 758,211	\$	13,498	57.23%
001 General Fund	\$	42,062	\$	632,710	\$ 469,289	\$	64	74.18%
420 Stormwater Management	\$	832	\$	236,661	\$ 75,377	\$	-	31.85%
421 Elec Agg Civic Contribution	\$	1,307	\$	254,648	\$ 55,706	\$	-	21.88%
650 Enterprise Surcharge	\$	11,345	\$	223,463	\$ 157,839	\$	13,434	76.64%
751 Subdivision Review Escrow	\$	-	\$	1,000	\$ -	\$	-	0.00%

	Cur	rent Month	Т	otal Amended	YTD Actual		YTD	
	Tra	ansactions		Budget	Transactions	Er	ncumbrances	Total % Used
690 Development	\$	302,607	\$	16,643,992	\$ 8,558,719	\$	71,384	51.85%
001 General Fund	\$	93,342	\$	1,339,428	\$ 1,016,846	\$	474	75.95%
400 Economic Development	\$	10,732	\$	377,084	\$ 167,212	\$	-	44.34%
401 Community Dev Block Program	\$	88,728	\$	2,022,761	\$ 1,904,563	\$	102	94.16%
402 HOME Program	\$	6,395	\$	1,264,538	\$ 1,469,133	\$	60	116.18%
403 Unincorporated Stormwater Mgmt	\$	-	\$	55,000	\$ -	\$	-	0.00%
404 Homeless Management Info Systems	\$	5,419	\$	227,366	\$ 141,591	\$	42	62.29%
405 Cost Share Drainage	\$	1,000	\$	323,604	\$ 79,333	\$	70,606	46.33%
406 OCR & Recovery Act Programs	\$	479	\$	55,552	\$ 1,968	\$	-	3.54%
407 Quality of Kane Grants	\$	-	\$	30,110	\$ -	\$	-	0.00%
409 Continuum of Care Planning Grant	\$	7,884	\$	87,429	\$ 70,296	\$	32	80.44%
410 Elgin CDBG	\$	28,552	\$	959,568	\$ 430,479	\$	28	44.86%
412 Emergency Rental Assistance #2	\$	32,361	\$	7,935,693	\$ 2,468,001	\$	28	31.10%
413 CDBG-CV	\$	4,751	\$	551,800	\$ 489,379	\$	7	88.69%
414 Home - ARP	\$	17,582	\$	853,213	\$ 94,319	\$	4	11.05%
415 Homeless Prevention Program	\$	-	\$	246,230	\$ 180,055	\$	-	73.12%
425 Blighted Structure Demolition	\$	-	\$	120,000	\$ 22,864	\$	-	19.05%
435 Growing for Kane	\$	5,382	\$	177,140	\$ 21,954	\$	-	12.39%
521 Bowes Creek Special Service Area	\$	-	\$	5	\$ -	\$	-	0.00%
5302 Shirewood Farm SSA SW39	\$	-	\$	110	\$ -	\$	-	0.00%
5304 Wildwood West SBA SW41	\$	-	\$	665	\$ 725	\$	-	109.02%
5306 Cheval DeSelle Venetian SBA SW43	\$	-	\$	2,200	\$ -	\$	-	0.00%
5308 Plank Road Estates SBA SW45	\$	-	\$	1,575	\$ -	\$	-	0.00%
5310 Exposition View SBA SW47	\$	-	\$	500	\$ -	\$	-	0.00%
5311 Pasadena Drive SBA SW48	\$	-	\$	3,872	\$ -	\$	-	0.00%
5312 Tamara Dittman SBA SW 50	\$	-	\$	1,215	\$ -	\$	-	0.00%
5313 Church Molitor SSA SA 52	\$	-	\$	3,334	\$ -	\$	-	0.00%
5314 45W185 Plank Road SSA SW 54	\$	-	\$	4,000	\$ -	\$	-	0.00%
Grand Total	\$	358,152	\$	17,992,474	\$ 9,316,930	\$	84,881	52.25%

	 rent Month	Т	otal Amended Budget	YTD Actual Transactions	E	YTD ncumbrances	Total % Used
670 Environmental Management	\$ 55,546	\$	1,348,482	\$ 758,211	\$	13,498	57.23%
001 General Fund	\$ 42,062	\$	632,710	\$ 469,289	\$	64	74.18%
Personnel Services- Salaries & Wages	\$ 37,738	\$	520,848	\$ 386,543	\$	-	74.21%
Personnel Services- Employee Benefits	\$ 3,813	\$	106,212	\$ 78,378	\$	-	73.79%
Contractual Services	\$ 423	\$	4,650	\$ 3,480	\$	-	74.85%
Commodities	\$ 89	\$	1,000	\$ 888	\$	64	95.21%
420 Stormwater Management	\$ 832	\$	236,661	\$ 75,377	\$	-	31.85%
Personnel Services- Salaries & Wages	\$ 608	\$	7,928	\$ 6,382	\$	-	80.50%
Personnel Services- Employee Benefits	\$ 203	\$	4,144	\$ 3,200	\$	-	77.21%
Contractual Services	\$ -	\$	216,612	\$ 65,512	\$	-	30.24%
Commodities	\$ 21	\$	7,715	\$ 21	\$	-	0.27%
Transfers Out	\$ -	\$	262	\$ 262	\$	-	100.00%
421 Elec Agg Civic Contribution	\$ 1,307	\$	254,648	\$ 55,706	\$	-	21.88%
Contractual Services	\$ 1,307	\$	75,000	\$ 28,617	\$	-	38.16%
Contingency and Other	\$ -	\$	152,559	\$ -	\$	-	0.00%
Transfers Out	\$ -	\$	27,089	\$ 27,089	\$	-	100.00%
650 Enterprise Surcharge	\$ 11,345	\$	223,463	\$ 157,839	\$	13,434	76.64%
Personnel Services- Salaries & Wages	\$ 3,399	\$	22,845	\$ 35,690	\$	-	156.22%
Personnel Services- Employee Benefits	\$ 953	\$	9,113	\$ 14,387	\$	-	157.87%
Contractual Services	\$ 6,651	\$	171,716	\$ 95,742	\$	13,434	63.58%
Commodities	\$ 342	\$	17,925	\$ 10,157	\$	-	56.66%
Transfers Out	\$ -	\$	1,864	\$ 1,864	\$	-	100.00%
751 Subdivision Review Escrow	\$ -	\$	1,000	\$ -	\$	-	0.00%
Contractual Services	\$ -	\$	1,000	\$ -	\$	-	0.00%

	rrent Month ansactions	Т	otal Amended Budget	YTD Actual Transactions	Er	YTD ncumbrances	Total % Used
690 Development	\$ 302,607	<u> </u>	16,643,992	8,558,719		71,384	51.85%
001 General Fund	\$ / -	\$	1,339,428	\$ 1,016,846		474	75.95%
Personnel Services- Salaries & Wages	\$ 76,885	\$	973,646	\$ 731,167	\$	-	75.10%
Personnel Services- Employee Benefits	\$ 11,569	\$	270,856	\$ 189,703	\$	-	70.04%
Contractual Services	\$ 3,356	\$	71,946	\$ 47,255	\$	-	65.68%
Commodities	\$ 1,532	\$	22,980	\$ 48,721	\$	474	214.08%
400 Economic Development	\$ 10,732	\$	377,084	\$ 167,212		-	44.34%
Personnel Services- Salaries & Wages	\$ 3,510	\$	45,784	\$ 36,860	\$	-	80.51%
Personnel Services- Employee Benefits	\$ 1,022	\$	20,039	\$ 15,561	\$	-	77.65%
Contractual Services	\$ 6,200	\$	286,491	\$ 110,422	\$	-	38.54%
Commodities	\$ -	\$	400	\$ -	\$	-	0.00%
Contingency and Other	\$ -	\$	20,000	\$ -	\$	-	0.00%
Transfers Out	\$ -	\$	4,370	\$ 4,370	\$	-	100.00%
401 Community Dev Block Program	\$ 88,728	\$	2,022,761	\$ 1,904,563	\$	102	94.16%
Personnel Services- Salaries & Wages	\$ 7,835	\$	187,584	\$ 108,182	\$	-	57.67%
Personnel Services- Employee Benefits	\$ 1,469	\$	81,898	\$ 27,053	\$	-	33.03%
Contractual Services	\$ 79,421	\$	1,720,793	\$ 1,741,172	\$	102	101.19%
Commodities	\$ 2	\$	8,356	\$ 2,662	\$	-	31.85%
Transfers Out	\$ -	\$	24,130	\$ 25,493	\$	-	105.65%
402 HOME Program	\$ 6,395	\$	1,264,538	\$ 1,469,133	\$	60	116.18%
Personnel Services- Salaries & Wages	\$ 5,010	\$	84,740	\$ 62,719	\$	-	74.01%
Personnel Services- Employee Benefits	\$ 798	\$	30,830	\$ 15,476	\$	-	50.20%
Contractual Services	\$ 587	\$	1,145,386	\$ 1,388,045	\$	60	121.19%
Commodities	\$ -	\$	960	\$ 724	\$	-	75.37%
Transfers Out	\$ -	\$	2,622	\$ 2,169	\$	-	82.73%
403 Unincorporated Stormwater Mgmt	\$ -	\$	55,000	\$ -	\$	-	0.00%
Contractual Services	\$ -	\$	55,000	\$ -	\$	-	0.00%
404 Homeless Management Info Systems	\$ 5,419	\$	227,366	\$ 141,591	\$	42	62.29%
Personnel Services- Salaries & Wages	\$ 2,845	\$	100,434	\$ 61,103	\$	-	60.84%
Personnel Services- Employee Benefits	\$ 696	\$	36,956	\$ 19,703	\$	-	53.31%
Contractual Services	\$ 1,861	\$	85,758	\$ 57,394	\$	42	66.98%
Commodities	\$ 17	\$	1,596	\$ 831	\$	-	52.05%
Transfers Out	\$ -	\$	2,622	\$ 2,560	\$	-	97.64%

	 rrent Month ansactions	Т	otal Amended Budget	YTD Actual Transactions	E	YTD ncumbrances	Total % Used
405 Cost Share Drainage	\$ 1,000	\$	323,604	\$ 79,333	\$	70,606	46.33%
Contractual Services	\$ 1,000	\$	299,764	\$ 51,290	\$	70,606	40.66%
Commodities	\$ -	\$	840	\$ 100	\$	-	11.90%
Transfers Out	\$ -	\$	23,000	\$ 23,000	\$	-	100.00%
Capital	\$ -	\$	-	\$ 4,943	\$	-	0.00%
406 OCR & Recovery Act Programs	\$ 479	\$	55,552	\$ 1,968	\$	-	3.54%
Personnel Services- Salaries & Wages	\$ 363	\$	3,107	\$ 1,624	\$	-	52.25%
Personnel Services- Employee Benefits	\$ 47	\$	2,137	\$ 211	\$	-	9.88%
Contractual Services	\$ 69	\$	50,162	\$ 133	\$	-	0.27%
Transfers Out	\$ -	\$	146	\$ -	\$	-	0.00%
407 Quality of Kane Grants	\$ -	\$	30,110	\$ -	\$	-	0.00%
Contractual Services	\$ -	\$	30,110	\$ -	\$	-	0.00%
409 Continuum of Care Planning Grant	\$ 7,884	\$	87,429	\$ 70,296	\$	32	80.44%
Personnel Services- Salaries & Wages	\$ 2,722	\$	36,760	\$ 31,789	\$	-	86.48%
Personnel Services- Employee Benefits	\$ 621	\$	13,341	\$ 9,755	\$	-	73.12%
Contractual Services	\$ 4,541	\$	35,636	\$ 27,259	\$	32	76.58%
Commodities	\$ -	\$	381	\$ 300	\$	-	78.78%
Transfers Out	\$ -	\$	1,311	\$ 1,192	\$	-	90.93%
410 Elgin CDBG	\$ 28,552	\$	959,568	\$ 430,479	\$	28	44.86%
Personnel Services- Salaries & Wages	\$ 4,019	\$	115,687	\$ 43,463	\$	-	37.57%
Personnel Services- Employee Benefits	\$ 696	\$	48,916	\$ 10,338	\$	-	21.14%
Contractual Services	\$ 23,837	\$	790,653	\$ 374,979	\$	28	47.43%
Commodities	\$ -	\$	1,253	\$ 546	\$	-	43.55%

	Tra	ent Month	 otal Amended Budget	YTD Actual Transactions	 YTD cumbrances	Total % Used
Transfers Out	\$	-	\$ 3,059	\$ 1,153	\$ -	37.69%
412 Emergency Rental Assistance #2	\$	32,361	\$ 7,935,693	\$ 2,468,001	\$ 28	31.10%
Personnel Services- Salaries & Wages	\$	12,955	\$ 73,046	\$ 59,639	\$ -	81.65%
Personnel Services- Employee Benefits	\$	2,885	\$ 46,240	\$ 12,780	\$ -	27.64%
Contractual Services	\$	16,470	\$ 3,148,912	\$ 2,389,908	\$ 28	75.90%
Commodities	\$	52	\$ 4,452	\$ 4,247	\$ -	95.40%
Contingency and Other	\$	-	\$ 4,659,947	\$ -	\$ -	0.00%
Transfers Out	\$	-	\$ 3,096	\$ 1,427	\$ -	46.08%
413 CDBG-CV	\$	4,751	\$ 551,800	\$ 489,379	\$ 7	88.69%
Personnel Services- Salaries & Wages	\$	3,765	\$ 29,903	\$ 9,530	\$ -	31.87%
Personnel Services- Employee Benefits	\$	801	\$ 13,307	\$ 2,928	\$ -	22.00%
Contractual Services	\$	185	\$ 508,168	\$ 476,633	\$ 7	93.80%
Commodities	\$	-	\$ 422	\$ 73	\$ -	17.36%
Transfers Out	\$	-	\$ -	\$ 215	\$ -	0.00%
414 Home - ARP	\$	17,582	\$ 853,213	\$ 94,319	\$ 4	11.05%
Personnel Services- Salaries & Wages	\$	5,206	\$ 100,247	\$ 27,754	\$ -	27.69%
Personnel Services- Employee Benefits	\$	1,221	\$ 40,175	\$ 8,355	\$ -	20.80%
Contractual Services	\$	11,077	\$ 710,877	\$ 56,677	\$ 4	7.97%
Commodities	\$	77	\$ 1,914	\$ 459	\$ -	23.96%
Transfers Out	\$	-	\$ -	\$ 1,075	\$ -	0.00%
415 Homeless Prevention Program	\$	-	\$ 246,230	\$ 180,055	\$ -	73.12%
Personnel Services- Salaries & Wages	\$	-	\$ -	\$ 51,106	\$ -	0.00%
Personnel Services- Employee Benefits	\$	-	\$ -	\$ 14,599	\$ -	0.00%
Contractual Services	\$	-	\$ 240,587	\$ 110,212	\$ -	45.81%
Commodities	\$	-	\$ -	\$ 1,423	\$ -	0.00%
Transfers Out	\$	-	\$ 5,643	\$ 2,716	\$ -	48.14%
425 Blighted Structure Demolition	\$	-	\$ 120,000	\$ 22,864	\$ -	19.05%
Contractual Services	\$	-	\$ 120,000	\$ 22,864	\$ -	19.05%

	rent Month insactions	То	tal Amended Budget	TD Actual ansactions	YTD mbrances	Total % Used
435 Growing for Kane	\$ 5,382	\$	177,140	\$ 21,954	\$ -	12.39%
Contractual Services	\$ 5,382	\$	175,640	\$ 21,954	\$ -	12.50%
Commodities	\$ -	\$	1,500	\$ -	\$ -	0.00%
521 Bowes Creek Special Service Area	\$ -	\$	5	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$	5	\$ -	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$	110	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$	110	\$ -	\$ -	0.00%
5304 Wildwood West SBA SW41	\$ -	\$	665	\$ 725	\$ -	109.02%
Contractual Services	\$ -	\$	-	\$ 725	\$ -	0.00%
Transfers Out	\$ -	\$	665	\$ -	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$	2,200	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$	2,200	\$ -	\$ -	0.00%
5308 Plank Road Estates SBA SW45	\$ -	\$	1,575	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$	1,575	\$ -	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$	500	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$	500	\$ -	\$ -	0.00%
5311 Pasadena Drive SBA SW48	\$ -	\$	3,872	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$	1,300	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$	2,572	\$ -	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$	1,215	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$	1,215	\$ -	\$ -	0.00%
5313 Church Molitor SSA SA 52	\$ -	\$	3,334	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$	3,334	\$ -	\$ -	0.00%
5314 45W185 Plank Road SSA SW 54	\$ -	\$	4,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$	4,000	\$ -	\$ -	0.00%
nd Total	\$ 358,152	\$	17,992,474	\$ 9,316,930	\$ 84,881	52.25%



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 670 - Environmental Man Sub-Department 692 - Water Resour	-	200								
Account 53100 - Conference										
4526 - Fifth Third Bank	-	Wollnik Mastercard	Paid by EFT #		09/04/2023	09/14/2023	09/14/2023		09/25/2023	319.00
	5171500 00725	08/06/2023- 09/04/2023	82613							
			Account 53	3100 - Confer	ences and Me	etings Totals	Inv	pice Transactions	5 1	\$319.00
Account 60000 - Office Su					/ /					
3578 - Warehouse Direct, Inc.	5547514-0	Office Supplies for Environmental Management	Paid by EFT # 82472			08/31/2023			09/11/2023	23.99
				Account 600	00 - Office Su	ipplies Totals	Inv	pice Transactions	5 1	\$23.99
Account 63040 - Fuel- Veh		Evel (00/21/2022	00/15/2022	00/15/2022		00/25/2022	00 57
13021 - WEX BANK	91635579	Fuel for 220	Paid by EFT # 82833		08/31/2023	09/15/2023	09/15/2023		09/25/2023	88.57
			02055	Account 63	040 - Fuel- Ve	ehicles Totals	Inv	oice Transactions	5 1	\$88.57
		Sub-D	epartment 692 -	Water Resou	rces & Subdiv	isions Totals	Inv	oice Transactions	3	\$431.56
			Department 6	70 - Environn	nental Manag	ement Totals	Inv	oice Transactions	3	\$431.56
Department 690 - Development Sub-Department 000 - Revenues Account 31300 - Building a	and Inspection F	Permits								
Tracy Reimers		Permit Fee Refund -	Paid by Check		09/11/2023	09/14/2023	09/14/2023		09/25/2023	160.00
		Permit#PR2023-02042								
			Account 31300 ·	-	-			pice Transactions		\$160.00
				Sub-Departm	nent 000 - Rev	enues Totals	Inv	pice Transactions	5 1	\$160.00
Sub-Department 690 - County Devel										
Account 52140 - Repairs a	3032477	rs Copier Contract /	Daid by EET #		00/22/2022	00/24/2022	00/24/2022		00/11/2022	325.25
8930 - Impact Networking, LLC	5052477	MAINTENANCE	Paid by EFT # 82352		08/23/2023	08/24/2023	06/24/2023		09/11/2023	323.23
				140 - Repairs	and Maint- C	opiers Totals	Inv	oice Transactions	5 1	\$325.25
Account 53070 - Legal Prin	nting					•				
3245 - Paddock Publications (Daily Herald)	261243	ZONING PETITIONS	Paid by Check		08/28/2023	08/31/2023	08/31/2023		09/11/2023	777.40
		#4613/4614/4615/461	# 382221							
10045 Denst Dense LLC	C0427C	6 ZONING -	Daid by FFT #		00/21/2022	00/24/2022	00/24/2022		00/11/2022	1 205 05
10045 - Planet Depos, LLC	604376	TRANSCRIPTIONS #4612/4613	Paid by EFT # 82413		08/21/2023	08/24/2023	08/24/2023		09/11/2023	1,385.05
				Account 53	070 - Legal P	r inting Totals	Inv	oice Transactions	5 2	\$2,162.45
Account 53100 - Conferen	ces and Meeting	S								
4526 - Fifth Third Bank	1952-MDV- 08/23	M. VANKERKHOFF P- CARD CHARGES 8/2023	Paid by EFT # 82613		09/04/2023	09/12/2023	09/12/2023		09/25/2023	100.00
		5,2025	Account 5	3100 - Confer	ences and Me	etings Totals	Inv	oice Transactions	5 1	\$100.00
										1



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 690 - Development										
Sub-Department 690 - County Deve	elopment									
Account 53120 - Employe	ee Mileage Expe	nse								
12060 - James J Plonczynski	912023	ZBA MEETING MILEAGE	Paid by EFT # 82727		09/01/2023	09/01/2023	09/01/2023		09/25/2023	34.06
			Account 53	3120 - Employ	ee Mileage Ex	pense Totals	Inve	oice Transactions	1	\$34.06
Account 60000 - Office S	upplies									
3578 - Warehouse Direct, Inc.	557302-0	OFFICE SUPPLIES	Paid by EFT # 82472		08/23/2023	08/24/2023	08/24/2023		09/11/2023	103.44
3578 - Warehouse Direct, Inc.	5560326-0	OFFICE SUPPLIES	Paid by EFT # 82472		08/28/2023	08/24/2023	08/24/2023		09/11/2023	66.81
				Account 600	00 - Office Su	pplies Totals	Invo	oice Transactions	2	\$170.25
Account 60010 - Operati	ng Supplies									
12287 - Century Springs/Ove Water Services	2148161	WATER SERVICES REFILLS/GALLONS -	Paid by EFT # 82555		08/31/2023	09/01/2023	09/01/2023		09/25/2023	39.31
4526 - Fifth Third Bank	1952-MDV-	SEPT 2023 M. VANKERKHOFF P-	Paid by EFT #		09/04/2023	09/12/2023	09/12/2023		09/25/2023	103.99
	08/23	CARD CHARGES 8/2023	82613							
			A	.ccount 60010 -	Operating Su	pplies Totals	Invo	oice Transactions	2	\$143.30
Account 63040 - Fuel- Ve										
13021 - WEX BANK	91597447	FUEL PURCHASES DEVELOPMENT - 8/2023	Paid by EFT # 82481		08/31/2023	09/01/2023	09/01/2023		09/11/2023	1,281.93
		-,		Account 63	040 - Fuel- Ve	hicles Totals	Invo	oice Transactions	1	\$1,281.93
			Sub-Depa	artment 690 - C	ounty Develo	pment Totals	Invo	oice Transactions	10	\$4,217.24
Sub-Department 691 - Administrat Account 50150 - Contrac		5								
2477 - Camic, Johnson, Ltd	166	ADMINISTRATIVE	Paid by Check		08/22/2023	08/31/2023	08/31/2023		09/11/2023	400.00
		ADJUDICATION HEARING OFFICER 8/22/23	# 382153							
			Account 50150				Inve	oice Transactions	1	\$400.00
		Sub-De	epartment 691 -					oice Transactions	-	\$400.00
					690 - Develo			oice Transactions	-	\$4,777.24
				Fund	001 - Genera	I Fund Totals	Invo	oice Transactions	15	\$5,208.80



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 400 - Economic Development									
Department 690 - Development									
Sub-Department 710 - Economic I	Development								
Account 50150 - Contra	ctual/Consulting S	ervices							
13939 - JEG 360, LLC	1016	KANE COUNTY ECONOMIC DEV. ADVISOR - POSSIBLE REIMBURSEMENT ARPA	Paid by EFT # 82656		09/12/2023	09/14/2023	09/14/2023	09/25/2023	5,420.00
			Account 50150	- Contractual/	Consulting Se	rvices Totals	Invo	pice Transactions 1	\$5,420.00
			Sub-Departi	ment 710 - Eco i			Invo	pice Transactions 1	\$5,420.00
				Department	690 - Develo	pment Totals	Invo	pice Transactions 1	\$5,420.00
				Fund 400 - Eco i	nomic Develoj	oment Totals	Invo	pice Transactions 1	\$5,420.00
Fund 401 - Community Dev Block Pr	rogram								
Department 690 - Development Sub-Department 711 - Communit Account 55000 - Misce ll									
8545 - Spillane and Sons Ltd.	K2022-01-E-16	Homeownership Proje	ct Paid by EFT # 82439		08/30/2023	08/31/2023	08/31/2023	09/11/2023	78,000.00
8545 - Spillane and Sons Ltd.	K2022-01-E-17	Homeownership Project	ct Paid by EFT # 82439		08/30/2023	08/31/2023	08/31/2023	09/11/2023	27,800.00
8545 - Spillane and Sons Ltd.	K2022-01-E-18	Homeownership Project			09/12/2023	09/13/2023	09/15/2023	09/25/2023	300.00
8545 - Spillane and Sons Ltd.	K2022-01-E-19	Homeownership Project			09/12/2023	09/13/2023	09/15/2023	09/25/2023	2,600.00
8545 - Spillane and Sons Ltd.	K2022-01-E-20	Homeownership Project			09/12/2023	09/13/2023	09/15/2023	09/25/2023	76,000.00
				0 - Miscellaneo	ous Contractu	al Exp Totals	Invo	pice Transactions 5	\$184,700.00
Account 60000 - Office	Supplies						21100		+20.,, 00.00
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT # 82613		09/04/2023	09/11/2023	09/15/2023	09/25/2023	1.99
				Account 600	00 - Office Su	pplies Totals	Invo	pice Transactions 1	\$1.99
		Sub-Dep	artment 711 - C	ommunity Dev	elopmt Block	Grant Totals	Invo	pice Transactions 6	\$184,701.99
				Department	690 - Develo	pment Totals	Invo	pice Transactions 6	\$184,701.99
			Fund 40 :	1 - Community	Dev Block Pro	ogram Totals	Invo	pice Transactions 6	\$184,701.99



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payn	ment Date	Invoice Amount
Fund 402 - HOME Program										
Department 690 - Development										
Sub-Department 712 - HOME Progr	am									
Account 53100 - Conferen	nces and Meeting	js								
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT #		09/04/2023	09/11/2023	09/15/2023	8 09/2	25/2023	203.66
			82613						-	
				53100 - Confer		-		oice Transactions 1	-	\$203.66
			Su	b-Department 7		<u> </u>		oice Transactions 1	_	\$203.66
				Department	690 - Develo	pment Totals	Inv	oice Transactions 1		\$203.66
				Fund 4	02 - HOME Pr	ogram Totals	Inv	oice Transactions 1	_	\$203.66
Fund 404 - Homeless Management Int	fo Systems									
Department 690 - Development										
Sub-Department 714 - Homeless Ma	anagement Info	Systems								
Account 50150 - Contract	tual/Consulting S	Services								
10879 - Pathways Community Network	4454	HMIS Admin Services	- Paid by EFT #		07/31/2023	08/30/2023	08/31/2023	8 09/1	1/2023	975.59
Institute		July 2023	82403						-	
			Account 50150	- Contractual/	Consulting Se	ervices Totals	Inv	oice Transactions 1		\$975.59
Account 60000 - Office Su	upplies									
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT # 82613		09/04/2023	09/11/2023	09/15/2023	8 09/2	25/2023	17.27
				Account 600	00 - Office Su	Ipplies Totals	Inv	oice Transactions 1	-	\$17.27
		Sub-Depar	rtment 714 - Ho i	meless Manago	ement Info Sy	stems Totals	Inv	oice Transactions 2	-	\$992.86
				Department	690 - Develo	pment Totals	Inv	oice Transactions 2	-	\$992.86
			Fund 404 - Ho	meless Manago	ement Info Sy	stems Totals	Inv	oice Transactions 2	-	\$992.86
Fund 409 - Continuum of Care Plannin	ng Grant				-					
Department 690 - Development	9									
Sub-Department 725 - Continuum o	of Care									
Account 50150 - Contract		Services								
5337 - Optimum Management Resources,			n Paid by EFT #		08/31/2023	09/12/2023	09/15/2023		25/2023	4,400.00
Inc.	04	Preparation & Review	,		00/01/2020	05/12/2025	09/19/2023	05/2	5,2025	1,100.00
	•••		Account 50150	- Contractual/	Consulting Se	ervices Totals	Inv	oice Transactions 1	-	\$4,400.00
				epartment 725 ·			Inv	oice Transactions 1	-	\$4,400.00
			000 00	1	690 - Develo			oice Transactions 1	-	\$4,400.00
			Fund 409 - 6	Continuum of		-		oice Transactions 1	-	\$4,400.00
					sale i lanning		TIIA			φ1,100.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 410 - Elgin CDBG									
Department 690 - Development									
Sub-Department 727 - Elgin CDBG									
Account 55000 - Miscellar		I. I.							
3476 - Community Contacts, Inc.	E2020-01-CV-	Elgin Healthy Homes	Paid by EFT #		08/24/2023	09/12/2023	09/15/2023	09/25/2023	23,600.00
	03	Rehab Program	82570	Missellana	oue Contro atu	al Even Tatala	Terr	aigo Transportiona 1	¢22.00.00
			Account 55000			-		oice Transactions 1	\$23,600.00
					ent 727 - Elgin			oice Transactions 1	\$23,600.00
					690 - Develo	-		oice Transactions 1	\$23,600.00
				Fu	nd 410 - Elgin	CDBG Totals	Inv	oice Transactions 1	\$23,600.00
Fund 412 - Emergency Rental Assistan Department 690 - Development									
Sub-Department 736 - Emergency R		#2							
Account 50590 - Professio									
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT # 82613		09/04/2023	09/11/2023	09/15/2023	09/25/2023	137.50
			Acco	unt 50590 - P i	rofessional Se	ervices Totals	Inv	oice Transactions 1	\$137.50
Account 55000 - Miscellar	neous Contractua	l Exp							
8312 - Preferred Home Realty dba	21260-01-ERA	August 2023 Rent &	Paid by EFT #		08/24/2023	08/31/2023	08/31/2023	09/11/2023	1,587.00
Preferred Management		Security Deposit	82418						
8312 - Preferred Home Realty dba	21260-02-ERA	Rent - Sept 2023 &	Paid by EFT #		08/31/2023	08/31/2023	08/31/2023	09/11/2023	2,400.00
Preferred Management		Incentive	82418		00/10/2022		00/1 = 10000	00/05/0000	4 200 00
8312 - Preferred Home Realty dba	21260-03-ERA	Rent - Oct 2023	Paid by EFT #		09/12/2023	09/13/2023	09/15/2023	09/25/2023	1,200.00
Preferred Management 14098 - Edward R. Swierbinski	21891-01-ERA	Rent - Oct 2023	82731 Paid by EFT #		09/12/2023	09/13/2023	09/15/2023	09/25/2023	800.00
14090 - Edward R. Swierbinski	21091-01-LKA		82788		09/12/2023	09/13/2023	09/13/2023	05/25/2025	000.00
12878 - Asumoni Property Management	446093-Arrears	ERA2-0137 Homeless	Paid by EFT #		08/22/2023	09/11/2023	09/15/2023	09/25/2023	4,960.00
LLC		Prevention - Rental	82516		00, ==, =0=0	00, 11, 2020	00, 10, 2020	00, 20, 2020	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Arrears Oliver Ave							
12878 - Asumoni Property Management	446091-Arrears		Paid by EFT #		09/05/2023	09/12/2023	09/15/2023	09/25/2023	5,650.00
LLC		Prevention - Rental	82515						
		Arrears Chicago St							
11351 - Aurora Heights Apartments LLC	19013-04-ERA	Rent - Oct 2023	Paid by EFT #		09/12/2023	09/13/2023	09/15/2023	09/25/2023	985.00
	10070 04 504	Daut 0-t 2022	82517		00/12/2022	00/12/2022	00/15/2022	00/25/2022	005.00
11351 - Aurora Heights Apartments LLC	19270-04-ERA	Rent - Oct 2023	Paid by EFT #		09/12/2023	09/13/2023	09/15/2023	09/25/2023	985.00
11351 - Aurora Heights Apartments LLC	19448-04-ERA	Rent - Oct 2023	82518 Paid by EFT #		09/12/2023	09/13/2023	09/15/2023	09/25/2023	880.00
			82519		09/12/2023	55/15/2025	0.5/ 1.5/ 2025	05/25/2025	000.00
1054 - ComEd	446091-Electric	ERA2-0137 Homeless	Paid by Check		09/05/2023	09/12/2023	09/15/2023	09/25/2023	202.90
		Prevention - Utility	# 382296			, 	,,	,,	
		Arrears Chicago St							
		-	Account 55000) - Miscellane	ous Contractu	al Exp Totals	Inv	oice Transactions 10	\$19,649.90
						-			



Vendor	Invoice No.	Invoice Descriptio	n <u>Status</u>	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 412 - Emergency Rental Assistar	1ce #2									
Department 690 - Development										
Sub-Department 736 - Emergency F		e #2								
Account 60000 - Office Su	upplies									
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT #		09/04/2023	09/11/2023	09/15/2023	3	09/25/2023	24.36
			82613				_			
				Account 60000	0 - Office Su	ipplies Totals	Inv	oice Transactions	5 1	\$24.36
Account 63040 - Fuel- Ve							00/1 = /0000			
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT # 82613		09/04/2023	09/11/2023	09/15/2023	3	09/25/2023	27.29
			02015	Account 6304	10 - Fuel- Ve	hicles Totals	Inv	oice Transactions	: 1	\$27.29
		S	ub-Department 736 -					oice Transactions	_	\$19,839.05
		5		Department 6				oice Transactions		\$19,839.05
			Fund 412 -	Emergency Ren		-		oice Transactions		\$19,839.05
Fund 414 - Home - ARP										+10,000100
Department 690 - Development										
Sub-Department 738 - HOME - ARP	Grant									
Account 50590 - Profession										
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT #		09/04/2023	09/11/2023	09/15/2023	3	09/25/2023	137.50
			82613							
			Acco	ount 50590 - Pro	fessional Se	ervices Totals	Inv	oice Transactions	5 1	\$137.50
Account 53120 - Employe	0 1									
13560 - Tisa M. Baum	081723-ARP	Mileage	Paid by EFT #		08/17/2023	08/29/2023	08/31/2023	}	09/11/2023	109.45
13165 - Richard Vanderforest	09082023	Reimbursement Mileage	82246 Paid by EFT #		09/08/2023	09/15/2023	09/15/2023	2	09/25/2023	69.82
	09002025	Reimbursement	82807		09/00/2023	09/13/2023	09/13/2023)	09/23/2023	09.02
		Reinburgemene		3120 - Employee	e Mileage Ex	pense Totals	Inv	oice Transactions	2	\$179.27
Account 55000 - Miscella	neous Contractu	al Exp		• •	9					
13572 - Spencer J. Anderson	12615-04-ARP	Rent - Oct 2023	Paid by EFT #		09/11/2023	09/13/2023	09/15/2023	3	09/25/2023	1,780.00
			82507							
12878 - Asumoni Property Management	20003-04-ARP	Rent - Oct 2023	Paid by EFT #		09/11/2023	09/13/2023	09/15/2023	3	09/25/2023	1,000.00
LLC 13330 - Mary Hager-Swanson	19817-04-ARP	Rent - Oct 2023	82514 Paid by EFT #		09/11/2023	09/13/2023	09/15/2023		09/25/2023	605.00
15550 - Mary Hager-Swallson	19017-04-ARP	Refit - Oct 2025	82632		09/11/2023	09/13/2023	09/15/2023)	09/23/2023	005.00
13233 - Paul N Schmolke dba Weststar	20627-04-ARP	Rent - Oct 2023	Paid by EFT #		09/11/2023	09/13/2023	09/15/2023	}	09/25/2023	900.00
Industries LLC			82711		,		,,		,	
8312 - Preferred Home Realty dba	12642-04-ARP	Rent - Oct 2023	Paid by EFT #		09/12/2023	09/13/2023	09/15/2023	3	09/25/2023	650.00
Preferred Management			82732							
8312 - Preferred Home Realty dba Preferred Management	16491-04-ARP	Rent - Oct 2023	Paid by EFT # 82733		09/11/2023	09/13/2023	09/15/2023	5	09/25/2023	1,000.00
8312 - Preferred Home Realty dba	20621-04-ARP	Rent - Oct 2023	Paid by EFT #		09/11/2023	09/13/2023	09/15/2023	3	09/25/2023	925.00
Preferred Management	20021 01 AN		82729		55, 11, 2025	57 15 2025	55, 15, 2025	•	00,20,2020	525.00
8312 - Preferred Home Realty dba	21095-04-ARP	Rent - Oct 2023	Paid by EFT #		09/11/2023	09/13/2023	09/15/2023	}	09/25/2023	900.00
Preferred Management			82730		-				-	



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 414 - Home - ARP										
Department 690 - Development										
Sub-Department 738 - HOME - ARP G										
Account 55000 - Miscelland		-								
8312 - Preferred Home Realty dba	19304-04-ARP	Rent - Oct 2023	Paid by EFT #		09/12/2023	09/13/2023	09/15/2023		09/25/2023	950.00
Preferred Management 14054 - Scott R. Woeppel dba Elgin Rental	21746-04-ARP	Rent - Oct 2023	82734 Paid by EFT #		09/11/2023	09/13/2023	09/15/2023		09/25/2023	850.00
Properties, LLC	21/40-04-AKF		82766		09/11/2025	09/13/2023	09/13/2023		09/23/2023	050.00
13168 - Tongs Brother Inc	19238-04-ARP	Rent - Oct 2023	Paid by EFT #		09/11/2023	09/13/2023	09/15/2023		09/25/2023	930.00
-			82795							
			Account 55000) - Miscellane	ous Contractu	al Exp Totals	Inv	oice Transactions	11	\$10,490.00
Account 60000 - Office Sup	-									
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT #		09/04/2023	09/11/2023	09/15/2023		09/25/2023	4.32
			82613	Account 600	00 - Office Su	unnline Totale	Inv	oice Transactions	1	\$4.32
Account 63040 - Fuel- Veh	icles			Account 000	ou - onice su	ipplies Totals	1110		1	р т.J2
4526 - Fifth Third Bank	1589-SB-08/23	OCR P-CARD	Paid by EFT #		09/04/2023	09/11/2023	09/15/2023		09/25/2023	72.71
	1303 30 00,23		82613		09/01/2025	00/11/2020	00,10,2020		05/25/2025	, 2., 1
				Account 63	040 - Fuel- Ve	ehicles Totals	Inv	oice Transactions	1	\$72.71
			Sub-De	partment 738	- HOME - ARP	Grant Totals	Inv	oice Transactions	16	\$10,883.80
				Department	690 - Develo	pment Totals	Inv	oice Transactions	16	\$10,883.80
				Fun	d 414 - Home	- ARP Totals	Inv	oice Transactions	16	\$10,883.80
Fund 420 - Stormwater Management										
Department 670 - Environmental Mana	-									
Sub-Department 680 - Stormwater M										
Account 60010 - Operating										
3245 - Paddock Publications (Daily Herald)	262947	Geneva Creek	Paid by Check		09/04/2023	09/15/2023	09/15/2023		09/25/2023	21.00
		Stabilization	# 382339		Operating Su	unnline Totals	Inv	oice Transactions	1	\$21.00
				nt 680 - Storm				oice Transactions		\$21.00
				70 - Environn				oice Transactions		\$21.00
				d 420 - Storm	-			oice Transactions		\$21.00
Fund 421 - Elec Agg Civic Contribution					indee i idinay		1110		-	φ 21 00
Department 670 - Environmental Mana	agement									
Sub-Department 693 - Electrical Agg	-									
Account 50150 - Contractu	-	ervices								
13730 - Pale Blue Dot, LLC	1265	Climate	Paid by EFT #		08/31/2023	09/15/2023	09/15/2023		09/25/2023	1,306.66
		Implementation Plan	82707							
		2023					_			
			Account 50150 -					oice Transactions		\$1,306.66
				ment 693 - Ele		-		oice Transactions		\$1,306.66
				70 - Environn				oice Transactions		\$1,306.66
			Fund	421 - Elec Ag	y civic contri	Dution Totals	IUA	oice Transactions	T	\$1,306.66



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date Payment Date	Invoice Amount
Fund 425 - Blighted Structure Demoli	tion								
Department 690 - Development									
Sub-Department 694 - Blighted Str									
Account 50650 - Blighted									
14114 - Fowler Enterprises LLC	5898	1228 WATSON ST - DEMO	Paid by Check # 382195		06/30/2023	08/25/2023			19,750.00
			Account 5065	5				pice Transactions 1	\$19,750.00
		Sub	Department 69	-				pice Transactions 1	\$19,750.00
					690 - Develo			pice Transactions 1	\$19,750.00
			Fund 42	5 - Blighted S	tructure Dem	olition Totals	Inv	pice Transactions 1	\$19,750.00
Fund 435 - Growing for Kane Department 690 - Development Sub-Department 022 - Growing for Account 55050 - Grant Se									
4526 - Fifth Third Bank	1843-JH-08/23	J. HILL P-CARD CHARGES 8/2023	Paid by EFT # 82613		09/04/2023	09/12/2023	09/12/2023	09/25/2023	5,382.30
		,		Account 550	50 - Grant Se	ervices Totals	Inv	pice Transactions 1	\$5,382.30
			Sub-D	epartment 022	- Growing for	r Kane Totals	Inv	pice Transactions 1	\$5,382.30
				Department	690 - Develo	pment Totals	Inv	pice Transactions 1	\$5,382.30
				Fund 435	- Growing for	r Kane Totals	Inv	pice Transactions 1	\$5,382.30
Fund 650 - Enterprise Surcharge Department 670 - Environmental Ma Sub-Department 670 - Enterprise S Account 50150 - Contrac	Surcharge	ervices							
13539 - Clean Harbors Environmental Services, Inc.	1004721598	HHW Home Pick up Service, July 27, 2023	Paid by EFT # 82283		07/27/2023	08/30/2023	08/30/2023	09/11/2023	4,024.02
13539 - Clean Harbors Environmental Services, Inc.	1004712410	HHW Home Pick up Service, July 12, 2023	Paid by EFT # 82283		07/12/2023	08/30/2023	08/30/2023	09/11/2023	3,629.52
			Account 50150 -	Contractual/	Consulting Se	ervices Totals	Inv	pice Transactions 2	\$7,653.54
Account 50590 - Professi	onal Services								
8980 - Fluorecycle, Inc.	49161	Fluorescent bulb and battery processing,	Paid by EFT # 82323		08/18/2023	08/30/2023	08/30/2023	09/11/2023	2,697.52
4526 - Fifth Third Bank	3124-MR-08/23	Extravaganza Ryan Mastercard 08/06/2023- 09/04/2023	Paid by EFT # 82613		09/04/2023	09/14/2023	09/14/2023	09/25/2023	934.36
		00/07/2020	Acco	unt 50590 - P i	rofessional Se	rvices Totals	Inv	pice Transactions 2	\$3,631.88
Account 53130 - General	Association Dues		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			100015	±11V		+5,051100
4526 - Fifth Third Bank	3124-MR-08/23		Paid by EFT #		09/04/2023	09/14/2023	09/14/2023	09/25/2023	130.00
		08/06/2023- 09/04/2023	82613						200100
			Account 5	3130 - Gener	al Association	Dues Totals	Inv	pice Transactions 1	\$130.00



Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Mana	agement									
Sub-Department 670 - Enterprise Su	rcharge									
Account 60010 - Operating	Supplies									
12287 - Century Springs/Ove Water	2148167	Bottled Water Delivery	Paid by EFT #		08/31/2023	09/14/2023	09/14/2023		09/25/2023	22.15
Services		August 23	82555							
4526 - Fifth Third Bank	3124-MR-08/23	Ryan Mastercard	Paid by EFT #		09/04/2023	09/14/2023	09/14/2023		09/25/2023	319.95
		08/06/2023-	82613							
		09/04/2023					_			
			Ad	ccount 60010 -	Operating Su	pplies Totals	Invo	ce Transactions	2	\$342.10
			Sub-Depa	rtment 670 - Er	iterprise Surc	harge Totals	Invo	ce Transactions	7	\$11,757.52
			Department 6	570 - Environm	ental Manage	ement Totals	Invo	ice Transactions	7	\$11,757.52
				Fund 650 - Er	terprise Surc	harge Totals	Invo	ice Transactions	7	\$11,757.52
						Grand Totals	Invo	ice Transactions	67	\$293,467.64

Kane County Purchasing Card Information Development Committee September 2023 Statement

COMMUNITY REIN	VESTMENT		
Transaction Date	Merchant Name	Additional Information	Transaction Amount
9/11/2023	ZOOM.US 888-799-9666	SAN JOSE	\$149.90
9/21/2023	HYATT HOTELS	SALT LAKE CIT	\$437.07
9/22/2023	RADISSON	SALT LAKE CTY	\$437.07
9/28/2023	INTERPRETEASY.COM	SAN FRANCISCO	\$275.00
9/28/2023	WM SUPERCENTER #5352	BATAVIA	\$100.00
10/1/2023	MICROSOFT MICROSOFT 36	MSBILL.INFO	\$1.99
			Total: \$1,401.03
DEVELOPMENT DE	PARTMENT		
Transaction Date	Merchant Name	Additional Information	Transaction Amount
9/5/2023	IL TOLLWAY-AUTOREPLENI	DOWNERS GROVE	\$40.00
9/6/2023	GRANDSTAND	LAWRENCE	\$886.03
9/13/2023	GRANDSTAND	LAWRENCE	(\$5.66)
9/17/2023	AMZN MKTP US TX8CC45R2	AMZN.COM/BILL	\$67.99
9/18/2023	TARGET 00008391	BATAVIA	\$46.25
9/19/2023	MEIJER # 182	ST CHARLES	\$44.95
9/23/2023	INT'L CODE COUNCIL INC	888-422-7233	\$599.40
9/24/2023	ZOOM.US 888-799-9666	SAN JOSE	\$15.99
9/25/2023	GRANDSTAND	LAWRENCE	(\$5.66)
9/29/2023	CULVERS OF ST CHARLES	ST CHARLES	\$36.27
9/29/2023	EIG CONSTANTCONTACT.CO	WALTHAM	\$52.00
			Total: \$1,777.56
			Total all: \$3,178.59

SS.

COUNTY OF KANE)

ZONING PETITION NO. TMP-23-1146

PETITION # 4615 PETITIONER: ROBERT MATSON TRUST (RPIL SOLAR 8, LLC)

Petition #: 4615 **Committee Flow:** Development Committee **Contact:** Keith Berkhout 630-232-3495 <u>Petitioner:</u> Robert Matson, et ux (RPIL Solar 8, LLC) <u>Location:</u> On the south side of Plato Road (west of Burlington High School), (04-24-400-024, 04-24-400-028, 05-19-300-011 & 05-19-300-015), Burlington and Plato Townships <u>Proposed:</u> Special Use in the F-Farming District for a solar facility <u>2040 Plan:</u> Resource Management <u>Objectors:</u> Area property owners <u>Recommendations:</u> Regional Planning Comm.: N/A Zoning Board: Denial with the following stipulations:

1. The Kane County Water Resources Department will require a stormwater permit for this development.

2. An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. If the peak flow for the site with the proposed development is increased, stormwater detention may be required for the development. Any required Stormwater Management will require a viable outfall and may require off-site work.

3. Should the site introduce more than 5,000 square feet of impervious, a BMP will be required for all impervious surfaces.

4. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.

5. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.

6. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.

7. 80% vegetative coverage for plantings will be a requirement for the site.

8. The property contains Depressional Storage and Floodplain. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.

9. The property contains Wetlands. A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.

10. The Petitioner shall dedicate right-of-way to Kane County such that the Ellithorpe Road right-of-way will be 60 feet in width from the roadway centerline along the site's frontage of Ellithorpe Road. The right-of-way dedication via plat or deed will be reviewed and approved by KDOT before it is recorded by the petitioner. The petitioner is committed to recording the dedication within 3 months of County Board approval of this petition.

11. The site is allowed one access point, to be formalized via an access permit by the Kane County

Division of Transportation.

12. The petitioner will formalize an agreement with the Kane County Division of Transportation regarding dedication along Ellithorpe Road prior to construction of the solar facility. Development Committee: To be determined

Summary:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

Petition 4615

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Keith Berkhout 630-232-3495

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Special Use in the F-Farming District for a solar facility

Map Title

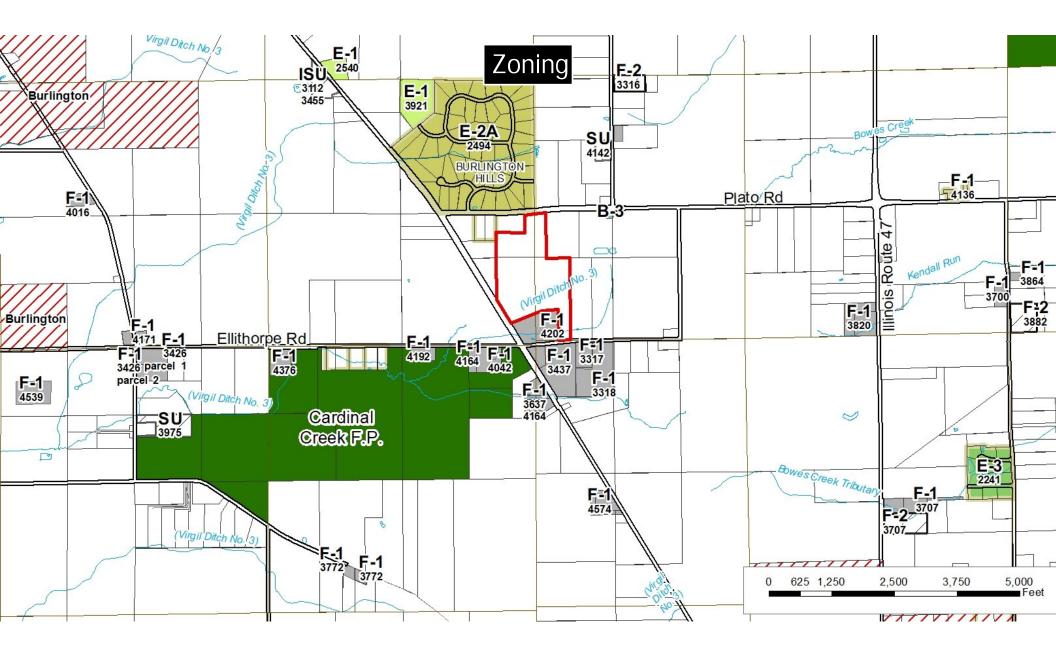


These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

#4615 ROBERT MATSON, ET UX COUNTY BOARD MEMBER RICK WILLIAMS DISTRICT 18

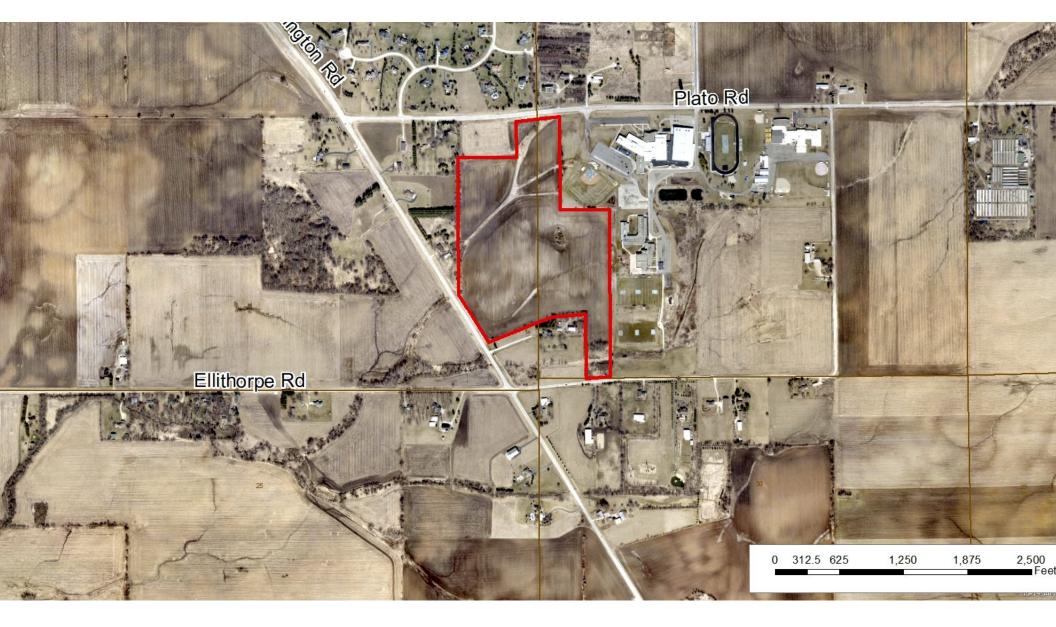
Requesting a Special Use request in the F-Farming District for a solar facility on the south side of Plato Road (west of Burlington High School)





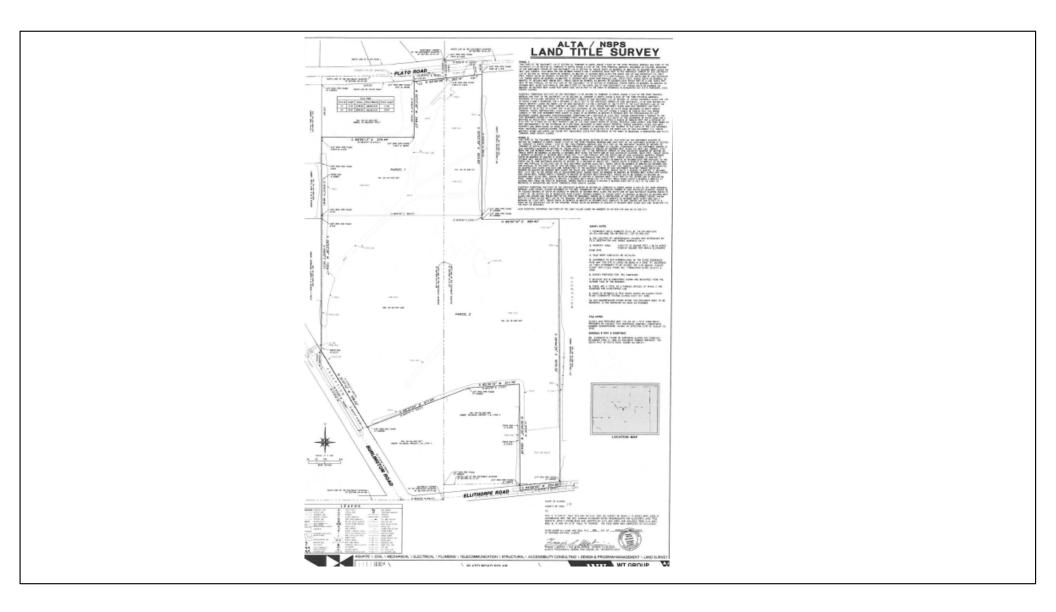
















Staff recommended stipulations :

Kane County Water Resource Department states the following Stipulation:

- 1. STIPULATION: Water Resources will require a stormwater permit for this development.
- 2. STIPULATION: An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. If the peak flow for the site with the proposed development is increased, stormwater detention may be required for the development. Any required Stormwater Management will require a viable outfall and may require off-site work.
- 3. STIPULATION: Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.

Staff recommended stipulations :

Kane County Water Resource Department states the following Stipulation:

- 4. STIPULATION: A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.
- 5. STIPULATION: A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
- 6. STIPULATION: Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.

Staff recommended stipulations :

Kane County Water Resource Department states the following Stipulation:

- 7. STIPULATION: 80% vegetative coverage for plantings will be a requirement for the site.
- 8. STIPULATION: The property contains Depressional Storage and Floodplain. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.
- 9. STIPULATION: The property contains Wetlands. A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.

Staff recommended stipulations :

Kane County Division of Transportation states the following Stipulation:

- 1. The Petitioner shall dedicate right-of-way to Kane County such that the Ellithorpe Road right-of-way will be 60 feet in width from the roadway centerline along the site's frontage of Ellithorpe Road. The right-of-way dedication via plat or deed will be reviewed and approved by KDOT before it is recorded by the petitioner. The petitioner is committed to recording the dedication within 3 months of County Board approval of this petition.
- 2. The site is allowed one access point, to be formalized via an access permit by the Kane County Division of Transportation.

Staff recommended comments:

Approval of the Special Use would allow a solar facility to be constructed on the property.



Regional Planning Commission: N/A

Zoning Board of Appeals: Denial with the recommended stipulations and the additional stipulation:

The petitioner will formalize an agreement with the Kane County Division of Transportation regarding dedication along Ellithorpe Road prior to construction of the solar facility.

Development Committee: To be determined

Objectors: Area property owners

PETITION NO. 4615

ORDINANCE AMENDING THE ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

1) That a Special Use in the F-Farming District for a solar facility be granted on the following described property:

PARCEL 1: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE SOUTH 00 DEGREES, 01 MINUTES, 55 SECONDS WEST ALONG THE WEST LINE THEREOF, ALSO BEING THE LINE BETWEEN RANGE 6 AND 7 AFORESAID, 98.92 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 24: THENCE NORTH 89 DEGREES, 45 MINUTES, 41 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 186.5 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 27 SECONDS WEST 379.29 FEET TO A LINE PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES, 45 MINUTES, 41 SECONDS WEST ALONG SAID PARALLEL LINE, 574.27 FEET; THENCE SOUTH 00 DEGREES, 02 MINUTES, 27 SECONDS WEST 489.88 FEET; THENCE SOUTH 89 DEGREES, 54 MINUTES, 50 SECONDS EAST 995.57 FEET TO A LINE 1325.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 19 AFORESAID; THENCE NORTH 00 DEGREES, 03 MINUTES, 20 SECONDS WEST ALONG SAID PARALLEL LINE 966.10 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89 DEGREES, 54 MINUTES, 50 SECONDS WEST ALONG SAID NORTH LINE, 233.18 FEET TO THE POINT OF BEGINNING, IN BURLINGTON AND PLATO TOWNSHIPS, KANE COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST 1/4 OF SECTION 19. TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE SOUTHERLY ALONG THE LINE OF RANGE 6 AND 7 AFORESAID, FOR A DISTANCE OF 99.13 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SAID SECTION 24; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR A DISTANCE OF 186.73 FEET TO THE EAST PROPERTY LINE OF THE UNION NATIONAL BANK AND TRUST COMPANY OF JOLIET, TRUST NO. 1379; THENCE SOUTHERLY ALONG SAID EAST PROPERTY LINE FOR A DISTANCE OF 30.18 FEET TO A POINT THAT IS 60 FEET SOUTHERLY OF THE CENTER LINE OF PLATO ROAD (MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHEASTERLY ALONG A CONTINUATION OF A CURVE TO THE LEFT HAVING A RADIUS OF 5789.59 FEET AND WHOSE TANGENT AT THE LAST DESCRIBED POINT MAKES AN ANGLE OF 95 DEGREES 49 MINUTES 5 SECONDS WITH THE PROLONGATION OF LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) FOR A DISTANCE OF 17.52 FEET; THENCE NORTHEASTERLY TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT AND PARALLEL TO AND 60 FEET SOUTH OF THE CENTERLINE OF PLATO ROAD FOR A DISTANCE OF 352.14 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5669.56 FEET FOR A DISTANCE OF 51.91 FEET TO A POINT ON THE WEST PROPERTY LINE OF THE KANE COUNTY BOARD OF SCHOOL TRUSTEES, KANE COUNTY, SAID POINT BEING 60 FEET SOUTHEASTERLY OF THE CENTERLINE OF PLATO ROAD (MEASURED AT RIGHT ANGLES THERETO); THENCE NORTHERLY ALONG SAID WEST PROPERTY LINE WHICH MAKES AN ANGLE OF 84 DEGREES 27 MINUTES 23 SECONDS WITH THE TANGENT TO THE CURVE AT THE LAST DESCRIBED POINT (MEASURED COUNTERCLOCKWISE THEREFROM) FOR A DISTANCE OF 85.28 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTERLY ALONG SAID NORTH LINE 232.80 FEET (MEASURED) 233.18 FEET (RECORDED) TO THE POINT OF BEGINNING, IN BURLINGTON AND PLATO TOWNSHIP, KANE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE FOLLOWING DESCRIBED PROPERTY FALLING WITHIN SECTIONS 19 AND 24: THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 19; THENCE SOUTH 0 DEGREES 01 MINUTES 55 SECONDS WEST ALONG THE WEST LINE THEREOF, ALSO BEING THE LINE BETWEEN RANGE 6 AND 7 AFORESAID 98.92 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 24; THENCE NORTH 89 DEGREES 45 MINUTES 41 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 186.51 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 27 SECONDS WEST 379.29 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER: THENCE NORTH 89 DEGREES 45 MINUTES 41 SECONDS WEST ALONG SAID PARALLEL LINE, 574.27 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 37 SECONDS WEST 489.88 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 19, A DISTANCE OF 995.57 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 20 SECONDS EAST AND PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER 23.92 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1325.07 FEET TO THE EAST LINE THEREOF: THENCE 0 DEGREES 03 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE 1648.84 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE THEREOF 749.15 FEET: THENCE SOUTH 0 DEGREES 02 MINUTES 17 SECONDS WEST 10.75 FEET TO THE CENTER LINE OF ELLIATHORRE ROAD; THENCE SOUTH 84 DEGREES 36 MINUTES 46 SECONDS WEST ALONG SAID CENTER LINE 339.90 FEET; THENCE NORTH 0 DEGREES 18 MINUTES 06 SECONDS WEST 664.09 FEET; THENCE SOUTH 86 DEGREES 03 MINUTES 36 SECONDS WEST 317.63 FEET; THENCE SOUTH 69 DEGREES 07 MINUTES 47 SECONDS WEST 732.57 FEET TO THE CENTER LINE OF BURLINGTON ROAD; THENCE NORTH 31 DEGREES 12 MINUTES 2 SECONDS WEST 444.89 FEET TO A POINT WHICH BEARS SOUTH 0 DEGREES 2 MINUTES 27 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 2 MINUTES 2 SECONDS EAST 957.12 FEET TO THE POINT OF BEGINNING, IN BURLINGTON AND PLATO TOWNSHIPS. KANE COUNTY. ILLINOIS: EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN. KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 44 MINUTES 36 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 268.03 TO A POINT ON THE CENTER LINE OF BURLINGTON ROAD (COUNTY HIGHWAY NUMBER 2); THENCE NORTH 31 DEGREES 42 MINUTES 42 SECONDS WEST ALONG SAID CENTER LINE, 509.65 FEET TO THE POINT OF BEGINNING; THENCE ON A CONTINUATION OF THE LAST DESCRIBED COURSE, 444.89 FEET TO A POINT ON THE WEST LINE OF THE GRANTOR; THENCE NORTH 00 DEGREES 27 MINUTES 53 SECONDS WEST, ALONG SAID LINE A DISTANCE OF 115.67 FEET; THENCE SOUTH 31 DEGREES 42 MINUTES 42 SECONDS EAST, PARALLEL TO SAID CENTER LINE 554.73 FEET TO A POINT ON THE SOUTHEAST LINE OF THE GRANTOR: THENCE SOUTH 68 DEGREES 37 MINUTES 27 SECONDS WEST ALONG SAID LINE. 60.99 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART OF THE LAND FALLING UNDER PIN NUMBERS 05-19-300-016 AND 05-19-300-017. The property is locate west and southwest of Burlington High School.

- 2) That the Special Use be granted subject to the following stipulations:
 - 1. Water Resources will require a stormwater permit for this development.
 - 2. An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. If the peak flow for the site with the proposed development is increased, stormwater detention may be required for the development. Any required Stormwater Management will require a viable outfall and may require off-site work.
 - 3. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
 - 4. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.

- 5. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
- 6. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
- 7. 80% vegetative coverage for plantings will be a requirement for the site.
- 8. The property contains Depressional Storage and Floodplain. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.
- 9. The property contains Wetlands. A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.
- 10. The Petitioner shall dedicate right-of-way to Kane County such that the Ellithorpe Road right-of-way will be 60 feet in width from the roadway centerline along the site's frontage of Ellithorpe Road. The right-of-way dedication via plat or deed will be reviewed and approved by KDOT before it is recorded by the petitioner. The petitioner is committed to recording the dedication within 3 months of County Board approval of this petition.
- 11. The site is allowed one access point, to be formalized via an access permit by the Kane County Division of Transportation.
- 12. The petitioner will formalize an agreement with the Kane County Division of Transportation regarding dedication along Ellithorpe Road prior to construction of the solar facility.
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on November 14, 2023

John A. Cunningham Clerk, County Board Kane County, Illinois Corinne Pierog Chairman, County Board Kane County, Illinois

Vote:



Technical Memorandum

То:	Mr. Ron Ford, Chairman & Kane County Development Committee Members
From:	Jeremy Price, Project Developer – RPIL Solar 8, LLC
Subject:	Technical Memo Update
Date:	October 12, 2023

As a follow-up to the September 12, 2023, Zoning Board of Appeals (ZBA) Meeting for the Plato Road Solar Project (Project), RPIL Solar 8, LLC ("Project"), has compiled the following technical memorandum providing additional information and responses to raised comments and/or concerns for this Committee's consideration. This updated memo (please see highlighted text) provides some additional detail on the Project, and outreach updates since the 9/19 Kane County Development Committee meeting.

Project Landowners

Linda and Robert Matson are fifth (5th) generation Kane County residents, who have raised their three children through the Central School District 301 ("District"). Furthermore, at the District's request the Matsons sold a significant amount of acreage to the District which in part enabled the construction of the Howard B. Thomas Elementary School and appurtenant facilities. Linda Matson was a third (3rd) grade teacher for five years within the District, and further supported the District for another 10 years by helping educate those sick or otherwise homebound. Robert Matson is a landowner, retired U.S. military veteran, and served as an auxiliary policeman and fireman for nearly 10 years. Robert has been an active board member of the St. Charles Historical Society since 1963.

Project Outreach

As part of the Project's commitment to transparency and collaboration, in addition to following all state and locally required abutter notification procedures, the Project has on two separate occasions mailed written correspondence to abutters within 250' of the Project site prior to the ZBA hearing. These notification letters included our contact information and an invitation to further discuss any questions or concerns. Municipalities and/or other regulatory entities were contacted directly as part of these efforts. No calls or emails were returned from these mailers.

During the September 12, 2023 meeting, abutting neighbors Gregory and Lynn Peloquin, an abutting provided testimony. Immediately following the ZBA Public Hearing, the Project reached out (home and work phone) directly to discuss their comments. Prior to the Board's Development Committee Meeting



on September 19, Mr. Peloquin, confirmed (in person) receipt of our messages and indicated that there was nothing further to discuss.

During the ZBA public hearing, testimony was also provided by the District's Communication Director that the Project had not reached out to the District, as indicated during our presentation. The Central School District was a recipient of both mailers outlined above. Additionally, the Project had left direct messages for the District's Superintendent, Dr. Esther Mongan, and sent a follow-up email on August 1, 2023. Following the ZBA hearing, the Project followed up again with the District, and we have successfully scheduled a meeting for the week of September 25th, 2023.

As agreed to during the 9/25 meeting with Superintendent Mongan and the District's Communication Director, the Project provided the requested information on October 11, 2023 via email (**Exhibit B**).

Property Values

One of the main concerns identified during the hearing pertained to potential impacts to property values. As indicated during this meeting, Renewable Properties, LLC has contracted with CohnReznick ("CR"), a leading property Valuation Advisory Services firm based out of Chicago, Illinois. CR has conducted a literature review report.

CR has conducted over 35 studies across 18 states analyzing both residential and agricultural properties, the findings of which indicate that solar facilities have not "caused consistent and measurable negative impacts on Property values". Furthermore, their findings have determined that solar farms have "not deterred the development of new single-family homes on adjacent land". Lastly, CR has conducted a series of interviews with more than 60 County and Township assessors where at least one solar project is located. These interviews have confirmed solar farms do not negatively impact property values. Assessors from LaSalle, Winnebago, Fayette, and Champaign County within Illinois were included in the mentioned interviews. The Project is willing and able to provide a copy of the literature review-based Property Value Impact Report as deemed useful.

The Project will have a representative from CR present at the upcoming Development Committee meeting to answer questions or concerns.

Toxicity and Water Quality Issues

Please find the below excerpt attesting to the non-toxicity of panels from the attached Health and Safety Report included in **Exhibit A.**

"In 2019, an international team of experts conducted an International Energy Agency (IEA) - Photovoltaic Power Systems Program (PVPS) study to assess if there is a public health hazard caused by lead leaching from the broken silicon PV panels during the life of a utility scale solar facility. The study simulated worstcase scenarios, unlikely to be experienced by an actual solar facility, utilizing conservative assumptions to evaluate extreme scenarios. The study examined worst-case exposure routes of soil, air, and ground water for a typical 100 MWAC PV facility for crystalline modules. For example, the worst-case residential groundwater exposure assumed that all broken panels from the entire array were exposed to acid rain,



for an entire year, and any chemicals released from every broken panel transported to the same groundwater well located just 25 feet away. Again, this is not a realistic scenario, but it was assumed in order to generate the most conservative potential outcome. The study found that under this very unlikely, worst-case, scenario, lead exposure via groundwater was four orders of magnitude (i.e. a factor of more than 10,000) less than the maximum levels defined by the EPA to have no adverse health effects, which is the same standard used for public drinking water in the U.S. This study demonstrates that there is no risk to public health from lead or cadmium leached from broken PV panels."

Additionally, most newly manufactured panels use a lead-free solder as part of the manufacturing process, further reducing the risk of impacts to the soil or groundwater. During regularly scheduled maintenance visits, panels are evaluated for damage and/or irregular wear. As necessary, panels are replaced where damage is discovered. The Project's expected panels have received their IEC 61215 accreditation which reviews the quality and safety of materials and under simulated stress conditions, evaluates potential for defects, failures, and panel leakage from moisture or weather conditions.

Given these results, it is unlikely that panels on the site in operating conditions would pose any threat to soil, stormwater, or groundwater, including downstream Cardinal Creek Forest Preserve. Based on the expected erosion reductions through the meadow conversion and additional plantings, water quality leaving the Project limits would be improved over today's conditions.

School District Solar Facility Proximity

Various school districts throughout Illinois have chosen to use solar energy to power their schools. No adverse effects have been documented, and the schools have benefited from the energy generated. Several local schools (e.g. Huntley Community School District 158 and Mooseheart) have installed ground-mounted systems on-site.

Access & Visibility

The Project was designed to abide by ordinance requirements for easements, as well as future right-ofway accommodation. Vegetative screening will be installed as necessary to mitigate views of the panels themselves. A mix of deciduous trees, shrubs, and other plantings will be used to ensure that screening is present year-round. The Project is willing to further coordinate with the abutting landowners on potential adjustments and/or modifications.

<u>Stormwater</u>

There were expressed concerns that stormwater leaving the property would impact downstream residents. The Project's existing conditions are agricultural land, subjected to compaction as a result of continuous farming. The proposed condition will be a meadow (native grasses and forbs) with little additional impervious area aside from the gravel access road, panel posts, and equipment pads. The proposed conditions will allow for a lower site outflow compared to existing conditions, as the proposed land type will allow for better stormwater infiltration. As detailed by the stormwater report included in the petition, the Project is expected to yield reductions in site runoff compared to the existing conditions during the modeled 2-year and 100-year storm events. These reduction calculations are 27% and 12.8%



respectively. Please note that these estimates are conservative and do not account for the additional plantings to be installed by the project which will provide additional infiltration, bioremediation, and other benefits.

The existing on-site wetlands will be maintained and not impacted by the proposed development. Panels will not collect or impact stormwater drainage, and existing flow patterns will be maintained.

Cardinal Creek Forest Preserve Proximity

Upon further review, please accept the Project's acknowledgement and apology that the Cardinal Creek Forest Preserve was overlooked at time of submission, this was not omitted nefariously. In accordance with Section 25-5-4-9 of Kane County's Zoning Ordinance, the Project meets the requirement that "the Commercial Solar Energy Facility will avoid protected lands".

Please find the below distance (feet) summary of the Project features measured to the closest point of the Cardinal Creek Forest Preserve Boundary.

- Parcel Boundary 500'
- Project Fence 760'
- Project Solar Panels 780'



HEALTH AND SAFETY ASSESSMENT REPORT – TOXICITY –

Two 5.0 MW_{AC} Photovoltaic Facilities

ABSTRACT

This is an assessment of the potential health and safety impacts of two proposed 5.0 $\rm MW_{AC}$ solar photovoltaic

facilities in

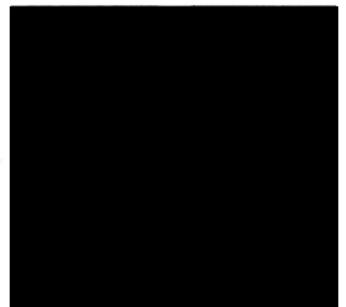
. The assessment evaluates potential toxicity impacts on public health and safety by considering the project design, equipment specifications, operations, and decommissioning. The conclusion of the assessment is that toxicity from the two projects will not create negative health and safety impacts.

Tommy Cleveland

Solar Health and Safety Expert June 11, 2023

Health & Safety Assessment Report - Toxicity

- Project Company:
- Developer: Renewable Properties
- Capacity: up to 5.0 MW_{AC} (~7.0 MW_{DC})
- Project Area Inside Fence: ~36.8 Acres
- Solar Panels: bi-facial crystalline silicon, Astronergy 540 watt (or equivalent)
- Structure: single-axis trackers (north-south rows, slowly rotate E to W each day)
- Inverters: string inverter type, Sungrow SG125HV 125 watt each (or equivalent)
- Batteries: none
- Point of Interconnection: NYSEG medium voltage overhead distribution circuit at western edge of project
- Interconnection Equipment: Pole top equipment such as disconnect switch, recloser, and meter

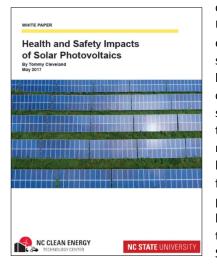


- Project Company:
- Developer: Renewable Properties
- Capacity: up to 5.0 MW_{AC} (~7.0 MW_{DC})
- Project Area Inside Fence: ~24.6Acres
- Solar Panels: bi-facial crystalline silicon, Astronergy 540 watt (or equivalent)
- Structure: single-axis trackers (north-south rows, slowly rotate E to W each day)
- Inverters: string inverter type, Sungrow SG125HV 125 watt each (or equivalent)
- Batteries: none
- Point of Interconnection: NYSEG medium voltage overhead distribution circuit at western edge of project
- Interconnection Equipment: Pole top equipment such as disconnect switch, recloser, and meter



Report Author

The author of this report is **Tommy Cleveland**, an expert in solar energy and its community impacts, based in Raleigh, North Carolina. Mr. Cleveland graduated from North Carolina State University with undergraduate and master's degrees in mechanical engineering, where he focused on energy. His solar career started with his master's thesis, which led to working



over 12 years at the North Carolina Clean Energy Technology Center at NC State University. While at the university, Tommy worked on nearly every aspect of solar energy; from teaching, to testing equipment, to research & development, to leading a statewide stakeholder group in the development of a template solar ordinance. During his time at NC State, North Carolina became the state to install more photovoltaic (PV) capacity than any state other than California, mostly in the form of 2-5 MW_{AC} utilityscale solar facilities covering around 40 acres each. Utility-scale solar was unfamiliar to the hundreds of communities around the state where the systems were proposed, and many of those communities had questions about the technology and its potential to harm public health or the environment in their community. Many of those questions found their way to Mr. Cleveland and he expanded his already broad knowledge of photovoltaics to research and find answers to the questions being asked. Over time he became an expert on the potential health and safety impacts of photovoltaics and was the lead author of the 2017 NC State white paper on the topic (pictured to the left). Since mid-2017 Mr. Cleveland has worked as a solar engineer at an energy engineering

firm conducting interconnection commissioning of utility-scale solar and battery facilities for utilities in North and South Carolina. In this role Mr. Cleveland was the engineer responsible for (interconnection) commissioning over 60 PV sites and 4 battery sites. Mr. Cleveland has been licensed as a professional engineer in NC since 2007, and is also licensed in SC, VA, FL, and OH.

Introduction

Purpose:

This report assesses the potential toxicity impacts to health and safety of the proposed

"). It also seeks to educate readers on the health and safety impacts of photovoltaic systems using accurate scientific sources of information.

Overview of Potential Impacts:

The proposed solar photovoltaic (PV) systems are likely to remain in operation at least 35 years, and this report considers the potential impacts in the start of construction onward, including decommissioning of each project and restoration of the land. This assessment considers all aspects of the project but focuses on those unique to solar projects. PV facilities, like any electricity generating facility, including coal and natural gas, provide some potential for negative health and safety impacts. This assessment report focuses on public health and safety concern about potential toxicity of PV systems.

Utility-Scale PV Equipment, Construction, and Operations¹

To understand the potential impacts of a utility-scale PV system it is helpful to understand the components of the facility, as well as how a facility is constructed and maintained. The components and practices in this overview are typical of the industry and representative of the proposed **examples**. The initial site work occurs first, but the order of the other construction steps is flexible and may occur concurrently.

Initial Site Work (construction entrance/driveway, sedimentation and erosion control installation, clearing and grubbing, potentially some light grading, perimeter fence, and internal roads)



Underground Work (trenching for wires from PV combiner boxes to inverters, inverter pad installation, medium voltage cables to interconnection equipment)



PV Panel Structure/Racking (driving of steel piles, installation of racking "tables", installation of PV panels)



¹ Photo sources: author, ncre-usa.com, NC DEQ, blueoakenergy.com, solarbuildermag.com, hbc-inc.com, solarprofessional.com, ccrenew.com, and landiscontracting.com

Electrical Work (connection of PV module wiring, combiner boxes, inverters, transformers, interconnection facilities)



Establishment of Ground Cover (required to close out sedimentation and erosion control permit)



Operations and Maintenance (24/7 monitoring, vegetation maintenance, preventative maintenance)



Toxicity Assessment

Toxicity is probably the most common health and safety concern about photovoltaic systems members of the public may have, although as detailed below, the systems do not pose a material toxicity risk to the public or the environment. This report examines all possible sources of toxicity, from site construction to decommissioning at the end of the project life. The potential sources of toxicity are organized into two categories: equipment and operations and maintenance (O&M).

Toxicity: Equipment

The main equipment at a solar facility is PV modules (a.k.a. solar panels or PV panels), metal structures for mounting the solar panels, and wiring to collect the electricity they produce. The other major components are inverters and transformers. Inverters are enclosed power electronic equipment that do not contain liquids and are treated like other electronic waste at the end of their life. Transformers contain non-toxic mineral oil or vegetable oil and are no different than the typical transformers outside of most residences, schools, and shopping centers. Solar panels have raised the most public concerns related to toxicity, so they are covered in depth below, and since transformers contain liquid they are also addressed below in detail. The other components in the facility include the steel racking, the conduits (PVC plastic and galvanized steel), and copper and aluminum wires. The conduit and wires are common construction materials. The racking for the PV panels is generally galvanized or raw steel posts with galvanized steel or aluminum cross members. None of these supporting materials (wire, conduit, and racking) create a toxicity concern. The galvanized coating on the steel is a zinc coating, and zinc non-hazardous. PVC plastic and galvanized steel conduits and all types of copper and aluminum wiring have been building staples for many decades. These materials have not caused a toxicity concern in buildings where people are close to this equipment day and night so there is no reason to think they have any risk of creating a toxicity concern when used at a utility scale solar facility.

Contents of PV Panels

Crystalline Silicon PV Panels

will use crystalline silicon PV panels from a Bloomberg Tier 1 manufacturer². The PV panels are the most expensive and most important component in a solar facility, so the project owner performs industry-standard due diligence to ensure that the panels selected and delivered to the project are properly manufactured, certified, and tested.

One way to learn the contents and hazards of some materials is a document created by the manufacturer called a Safety Data Sheet (SDS), known as a Material Safety Data Sheet (MSDS) prior to 2013, however SDSs are not available for PV modules because the requirement to supply a safety data sheet does not apply to PV panels. The Occupational Safety and Health Administration Hazard Communication Standard, 29 C.F.R. § 1910.1200, is the regulation that includes the SDS requirements, including what materials require an SDS and which materials are exempt from the SDS requirements.³ Section 1910.1200(b)(1) summarizes the scope of this hazard communication standard as follows: "This section requires chemical manufacturers or importers to classify the hazards of chemicals which they produce or import, and all employers to provide information to their employees about the hazardous chemicals to which they are exposed, by means of a hazard communication program, labels and other forms of warning, safety data sheets, and information and training. In addition, this section requires distributors to transmit the required information to employers." Then Section 1910.1200(b)(2) summarizes the application of the requirement as "This section applies to any chemical which is known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use or in a foreseeable emergency."

² The financial information firm Bloomberg has developed a tiering system for PV module makers based on bankability that is the standard the PV industry uses to differentiate between the hundreds of manufacturers of solar modules on the market. Tier 1 is the highest of three tiers, which are determined by banks' confidence in a manufacturer's PV panels as demonstrated by their willingness to supply project financing backed only by the assets of the project. The details are described by BloombergNEF in this document: PV Module Tier 1 List Methodology https://data.bloomberglp.com/bnef/sites/4/2012/12/bnef_2012-12-03_PVModuleTiering.pdf

³ United States Department of Labor, Occupational Safety and Health Administration, 1910.1200 Hazard Communication; https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1200

The rest of the sub-sections in section 1920.1200(b) explicitly define specific applications and exemptions of the hazard communication standard. Section 1910.1200(b)(6)(v) exempts "Articles" from SDS requirements, where an article is defined as "a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical (as determined under paragraph (d) of this section), and does not pose a physical hazard or health risk to employees." Thus, **PV modules are clearly exempt from SDS regulations** in the same way that roof shingles, frying pans, and cell phones are all exempt.

As explained above, the law that requires SDS does not apply to consumer products that are not a fluid or a particle, instead consumer products, including PV modules, must meet federal consumer product safety requirements, which are generally regulated by the US Consumer Product Safety Commission.⁴

In 2016 one of the leading PV module manufacturers, Hanwha Q Cells, elected to prepare a safety data sheet for their PV modules, which they did as a convenience for parties interested in the product safety and familiar with the SDS format. This SDS was last updated in 2018 and appears to be the only SDS prepared for a commercial PV module. The most recent version of this Hanwha SDS is provided for reference in Appendix A of this report. While this module is similar to the modules planned for these sites, the inclusion of this SDS is not an indication that either project is planning to use Honwha Q Cells modules. The Hanwha safety data sheet references the PV module installation and operation manual for more information about the hazards of their PV modules, which is the documentation where consumer product safety regulations require PV module manufacturers to provide warnings about potential hazards of installing and using the product. Copies of the operational manuals for the PV module proposed for these two projects are included as attachments.

The diagram below shows the components of a typical silicon PV panel, including a closeup of the solar cells and the electrical connections. Over 80% of the weight of a PV panel is the tempered glass cover (or, front and back heat-strengthened glass) and the structural aluminum frame, which work together to create a strong, durable panel that outlasts its 30-year performance warranty. The encapsulation films are clear plastic lamination layers that protect the cells and electrical contacts from moisture for the life of the panel. These layers also maintain the panel as a single unit in the event of breakage of the glass cover(s), similar to the film in auto windshields that keeps them from fragmenting if the windshield shatters.

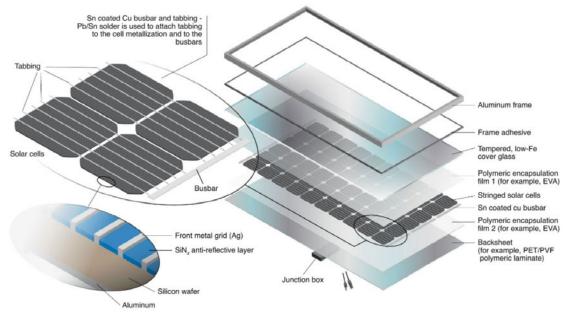


Figure 1. Contents of Framed Crystalline Silicon Panels (Source: NREL)

⁴ US Consumer Product Safety Commission: <u>https://www.cpsc.gov/Regulations-Laws--Standards</u>

As can be seen in the above diagram, there are no liquids to leak from a broken panel. The plastic layers are inert. The silicon PV cells are nearly 100% silicon, which is harmless and is the second most common element in the Earth's crust. The only components of a PV panel that have any potential of toxic impact is the lead in the solder used to connect the solar cells together and to the busbars at the end of the panel, and the thin strips of silver that collect electricity from each cell.⁵ The solder, which is 36% lead and 64% tin, is the same tin-lead solder standard in the electronic industry in products like microwave ovens, and televisions. The tiny amount of silver in a panel does not create a toxicity hazard, but it does add potential recycling value.

Even though there are only a few grams of lead in each panel, there are a large number of PV modules in a utility-scale project so it is reasonable to consider the total amount of lead in all the PV panels at a site. One way to take all the modules into account is to compare the lead in all the modules to the lead naturally occurring in the soils in New York.⁶ Even when accounting for all of the lead solder in an entire facility, the amount of lead in the solder in the entire facility is less than the naturally occurring lead in just the top 2-3 inches of soil under the panels.⁷

Thin Film PV panels

The vast majority of utility-scale PV projects around the world and in the US use silicon-based PV modules, but this is not the only type of PV panel available or utility-scale PV. The leading alternative PV technology to silicon-based PV is cadmium telluride (CdTe), which sometimes referred to as thin film PV. While the **second second second**

CdTe is referred to as thin film because the active layers are less than 1/10th the thickness of a human hair. The CdTe PV cells consist of an incredibly thin layer of cadmium telluride with an even thinner coating of cadmium sulfide (roughly 1/60th the thickness of the CdTe film). Above these active layers is a transparent conducting metal oxide, commonly tin oxide (SnO₂), and below the active layers is a layer of metal to conduct away the electricity. This thin stack is sandwiched between two sheets of heat-strengthened glass that provides electrical insulation and physical protection. Like silicon modules there is no liquid to leak. The only aspect of CdTe modules that raises toxicity concern is the cadmium in the cadmium telluride and cadmium sulfide. Cadmium is a toxic heavy metal, but when cadmium is chemically bonded to tellurium in the crystalline cadmium telluride compound, it has only 1/100th toxicity to humans of cadmium on its own (i.e. not bonded to another element in a compound, also known as free cadmium).⁸ The compound cadmium telluride is very stable, so it does not easily break down into cadmium and tellurium. Cadmium telluride PV panels have been in use for decades, and their potential for creating a health hazard has been studied for at least as long. As shown in the sections below and the some of the reading resources linked at the end of this section, CdTe panels are extremely safe and do not pose any risk to public health and safety, including when installed in large numbers.

⁵ A detailed bill of materials for crystalline silicon PV modules is provided in Table 2 of the International Energy Agency (IEA) PVPS's report entitled: Life Cycle Inventories and Life Cycle Assessments of Photovoltaic Systems, December 2020 <u>https://iea-pvps.org/wpcontent/uploads/2020/12/IEA-PVPS-LCI-report-2020.pdf</u>

⁶ Smith, D.B., Cannon, W.F., Woodruff, L.G., Solano, Federico, Kilburn, J.E., and Fey, D.L., 2013, Geochemical and Mineralogical Data for Soils of the Conterminous United States: U.S. Geological Survey Data Series 801, 19 p., <u>http://pubs.usgs.gov/ds/801/</u>

⁷ PV: 12 g of lead (per panel) per 65 ft² (panel footprint of 21.5 ft²/ ground coverage ratio of 0.33) = 0.185 g of lead/ft²

Soil: 20 mg of lead per kg of soil * 45 kg of soil per ft³ * 2.5 inches (0.208 ft) soil depth * 65 ft² = 12.17 g of lead / 65 ft² = 0.187 g of lead/ft² ⁸ C. Miller, I.M. Peters, and S. Zaveri, Thin Film CdTe Photovoltaics and the U.S. Energy Transition in 2020, <u>https://qesst.org/resources/thin-</u> film-pv-report-2020/, June 2020

Broken PV Panels

There is **zero risk of toxicity escaping from undamaged PV panels** because any solder lead or cadmium is sealed from air and water exposure by the industrial laminate described above. Individual panels damaged during the life of the solar facility are identified quickly through either remote monitoring of system performance or from visual inspections during maintenance by onsite staff.

In 2019, an international team of experts conducted an International Energy Agency (IEA) - Photovoltaic Power Systems Programme (PVPS) study to assess if there is a public health hazard caused by lead leaching from the broken silicon PV panels during the life of a utilityscale solar facility. The study simulated worst-case scenarios, unlikely to be experienced by an actual solar facility, utilizing conservative assumptions to evaluate extreme scenarios.⁹ The study examined worst-case exposure routes of soil, air, and ground water for a typical 100 MW_{AC} PV facility for crystalline modules. For example, the worstcase residential groundwater exposure assumed that all broken panels from the entire array were exposed to acid rain, *for an entire year*, and



Figure 2. Close-up photo of impact point that broke the glass front of this PV panel

any chemicals released from every broken panel transported to the same groundwater well located just 25 feet away. Again, this is not a realistic scenario, but it was assumed in order to generate the most conservative potential outcome. The study found that under this very unlikely, worst-case, scenario, lead exposure via groundwater was four orders of magnitude (i.e. a factor of more than 10,000) less than the maximum levels defined by the EPA to have no adverse health effects, which is the same standard used for public drinking water in the U.S. **This study demonstrates that there is no risk to public health from lead or cadmium leached from broken PV panels.**

GenX and PFAS

Some solar opponents have raised questions about the possibility of per- and poly-fluoroalkyl substances ("PFAS") chemicals being emitted by solar panels. PFAS chemicals are a group of man-made chemicals informally known as "forever chemicals" due to their durability in the environment. These chemicals have been used in many industrial and consumer products for over 60 years, including food packaging materials, firefighting foam, waterproof clothing, and stain resistant carpet treatments.

As explained in a fact sheet from the University of Michigan entitled "Facts about solar panels: PFAS contamination", PV panels do not contain PFAS materials.¹⁰ Neither the self-cleaning coating on top of the solar panel, the adhesives in the panel, nor the front or rear covers/substrates contain PFAS. The "backsheet", or traditional rear substrate of a silicon PV panel, is the thin opaque plastic layer on the rear of a single-glass PV panel that provides electrical insulation and physical protection for the rear of the PV cells. Polyvinyl fluoride (PVF) is the base material for the most common backsheet material (Tedlar), but several other materials have also been used as backsheets, some consisting of multiple layers. Depending on which definition of PFAS that is used, PVF may be classified as PFAS, however the most recent and applicable definition of what is and is not a

⁹ P. Sinha, G. Heath, A. Wade, K. Komoto, 2019, Human health risk assessment methods for PV, Part 2: Breakage risks, International Energy Agency (IEA) PVPS Task 12, Report T12-15:2019. ISBN 978-3-906042-87-9, September 2019 <u>https://iea-pvps.org/key-topics/iea-pvps-t12-15</u> human-health-risk-assessment-methods-for-pv-part-2/

¹⁰ "Clean Energy in Michigan" Series, Number 12, Facts about solar panels: PFAS contamination, By Dr. Annick Anctil, <u>https://graham.umich.edu/media/pubs/Facts-about-solar-panels--PFAS-contamination-47485.pdf</u>

PFAS material was created by the Organization for Economic Co-operation and Development (OECD)¹¹ in 2021 and PVF does not meet this modern PFAS definition¹².

However, not all PV panels even have a backsheet, in fact, the trend in PV module design is to replace the backsheet with a thin sheet of glass so that the module has thinner front and rear sheets of glass instead of a thicker sheet of front glass and a thin plastic backsheet. Bi-facial modules like those planned for these Projects, require a clear glass covering on their back to allow light to reach the rear of the PV cells and therefore do not have a backsheet. Thus, the bi-facial modules at the Projects should not contain any PFAS, by any definition of PFAS.

PV Panel End-of-Life

PV panels last a very long time, but they do not last forever. Their output declines slightly each year, but panels rarely fail in less than 40 years. The expected economic life of utility-scale PV panels is 25-40 years, at which point they may be replaced by new panels, or the entire project may be decommissioned, returning the land back to how it was before the solar facility was installed. In both instances, the original PV panels are removed from the site. At a typical solar facility, there are three possible fates for solar panels at the end of their economic life at a project, described below. The facility owners are required to handle and dispose of the equipment and other facility components in conformance with federal, state, and local requirements.

- **Reuse**: It is most likely that when the PV panels at the **reuse** projects are decommissioned, they will still produce approximately 80% of their original output and have another decade of productive life, making them viable to be reused as solar panels on rooftops or ground-mounted applications.
- **Recycling**: Any panels that are not reused as working panels could be recycled. Currently in the US, it is possible to recycle the largest constituents of silicon PV panels using the existing glass and metal recycling infrastructure.

The Solar Energy Industries Association (SEIA) started the SEIA National PV Recycling Program several years ago to accelerate PV recycling in the US. Currently the program aggregates the services offered by recycling vendors and PV manufacturers, making it easier for the industry to select a cost-effective and environmentally responsible end-of-life management solution. The program identifies Preferred Recycling Partners through an evaluation process. These partners are capable of recycling PV modules, inverters, and other related equipment today. The current SEIA PV Recycling Partners are listed on the program's website, and full access to the program and the Preferred Recycling Partners is available to SEIA members.



Figure 3. PV Panels Waiting to be Recycled (Source: LuxChemtech GmbH)

Renewable Properties already has two recycling partners they do business with for their projects in New York

., and they plan to continue to partner with these vendors for the Two Rod and Stolle

projects.

• **Disposal**: If panels cannot be reused or recycled, federal waste management laws (Resource Recovery and Conservation Act, RCRA) require that PV panels, like any other commercial/industrial waste, be disposed of properly, which is typically

¹¹ OECD is an intergovernmental organization with representatives of 38 industrialized countries. OCED developed the updated definition in response to an international call for "programmes and regulatory approaches to reduce emissions and the content of relevant

perfluorinated chemicals of concern in products and to work toward global elimination, where appropriate and technically feasible." OECD Portal on Per and Poly Fluorinated Chemicals: <u>www.oecd.org/chemicalsafety/portal-perfluorinated-chemicals/</u>

¹² OECD (2021), Reconciling Terminology of the Universe of Per- and Polyfluoroalkyl Substances: Recommendations and Practical Guidance, OECD Series on Risk Management, No. 61, OECD Publishing, Paris. <u>www.oecd.org/chemicalsafety/portal-perfluorinated-</u> <u>chemicals/terminology-per-and-polyfluoroalkyl-substances.pdf</u>

in a landfill. In order to determine the proper disposal method, RCRA requires that all commercial/industrial waste be identified as either hazardous or non-hazardous waste, which is generally determined using the Toxic Characteristic Leaching Procedure (TCLP) test developed by the U.S. EPA. This test seeks to simulate landfill conditions and check for leaching of 8 toxic metals and 32 organic compounds. Researchers at Arizona State University's Photovoltaic Reliability Laboratory have done the most robust investigation of methods for conducting accurate TCLP tests on PV panels, and their latest research found that all three of the crystalline silicon PV panels tested passed the TCLP test, **classifying them as non-hazardous waste**.¹³ Based on this ASU research, a new ASTM standard on a *Standard Practice for Sampling of Solar Photovoltaic Modules for Toxicity Testing* was published in late 2022.

A worst-case scenario would be tons of PV panels being disposed of in a non-sanitary landfill, which is essentially a huge pile of garbage with little to no effort to minimize leaching from the waste that is illegal in many world regions, including in New York. A recent IEA-PVS research study on PV panels disposal risks used this worst-case situation to evaluate the potential for cancer and non-cancer hazards through comparison of predicted exposure-point concentrations in soil, air, groundwater, and surface water with risk-based screening levels created by the EPA and the World Health Organization (WHO).¹⁴ One the report's authors, Gavin Heath with the US Department of Energy's National Renewable Energy Laboratory (NREL), summarized their findings about lead in silicon PV panels this way: "under the worst-case conditions, none of them exceeded health-screening thresholds, meaning they're not deemed to potentially have significant enough risk that you'd want to do a more detailed health risk assessment."¹⁵ The worst-case scenario defined in the research has many conservative assumptions, and thus overestimates the risk of disposal in a *non-sanitary* landfill. It is important to stress that New York only allows solid waste disposal in sanitary landfills, which are engineered facilities with plastic liners, leachate collection systems, and covers, all of which dramatically reduce the potential for human exposure compared to non-sanitary landfills. This and other research show that when PV panels are disposed of in a landfill, they will not create any negative public health impact.

The

projects have each prepared a Decommissioning Plan consistent with

Dept. of Agriculture and Markets Guidelines, and will execute a Decommissioning Bond with the Town. This will ensure the Town has funds available and backed by a third-party surety provider to decommission and restore the site to its pre-project conditions.

Transformer Oil

While PV modules and inverters do not have any liquids that could leak into the environment, the inverter step-up (ISU) transformers located within the solar array do contain an oil. Several types of oil can be used in transformers to provide the needed electrical insulation and cooling, but the most common type of transformer oil is mineral oil, which has been used in transformers since transformers were first manufactured in the 1890s. Due to the large volume of oil contained in a transformer in a substation, they are installed with a secondary containment structure under them to contain any oil leaked or spilled. The transformers in a utility-scale PV array are approximately the same size as the transformers located throughout every community; behind schools, shopping centers, apartments, etc., and they typically do not provide secondary containment. However, ongoing monitoring of transformer



¹³ Tamizhmani, G., et al. (2019). Assessing Variability in Toxicity Testing of PV Modules. In 2019 IEEE 46th Photovoltaic Specialists Conference (pp. 2475-2481). Institute of Electrical and Electronics Engineers Inc.. <u>https://doi.org/10.1109/PVSC40753.2019.8980781</u> Publicly-accessible version: <u>https://dev-</u>

pvreliability.ws.asu.edu/sites/default/files/93_assessing_variability_in_toxicity_testing_of_pv_modules.pdf

¹⁴ P. Sinha, G. Heath, A. Wade, K. Komoto, Human health risk assessment methods for PV, Part 3: Module disposal risks, International Energy Agency (IEA) PVPS Task 12, Report T12-16:2020. ISBN 978-3-906042-96-1, May 2020

¹⁵ Green Tech Media, Landfilling Old Solar Panels Likely Safe for Humans, New Research Suggests, April 2020, <u>www.greentechmedia.com/articles/read/solar-panel-landfill-deemed-safe-as-recycling-options-grow</u>

temperature and pressure, and regular preventative maintenance, is likely to find the rare leak when it is still small before it has a chance to leak much oil.

There was a time when most transformer oil was toxic. From 1929 to 1977 polychlorinated biphenyls (PCBs), a man-made alternative to mineral oil, was commonly used as transformer oil instead of mineral oil. However, the toxicity of PCBs was eventually understood, leading to PCBs being banned in the US in 1979. Today, transformers either use mineral oil or vegetable oil, both of which are free of PCBs. Mineral oil is non-toxic to humans, in fact "baby oil" that is commonly used to soothe babies' skin is a scented mineral oil. Although non-toxic to humans, mineral oil is an environmental contaminate and harmful to aquatic ecosystems, so any release to the environment should be avoided. The potential for negative environmental impact from spilled vegetable oil is much less than mineral oil because these oils are biodegradable, so the time they impact the environment is short-lived.

Federal regulations dating back to the Clean Water Act of 1973 require that facilities with significant quantities of oil prevent pollution of water.¹⁶ The current EPA regulations require that facilities with over 1,320 gallons oil, and with the potential for spilled oil to impact surface water, develop and implement an oil spill prevention, control and countermeasure (SPCC) plan. While the risk of negative environmental impact from a transformer oil spill/leak cannot be eliminated entirely, these regulations along with standard industry practices result in a low probability for a substantial spill and a high probability for a quick clean-up response to minimize impact if a spill were to ever occur.

Toxicity: Operations & Maintenance

Unlike most other electricity generation facilities, photovoltaic systems do not produce any emissions. The only way they could produce emissions is in the case of a fire. The potential human health impacts from contact with smoke from burning PV panels was studied by the International Energy Agency (IEA) PVPS in their first report on human health risk assessment. In that study they did not study ground-mounted PV, presumably because of the extremely low risk of significant fire, but they did investigate the potential health impacts of lead in silicon modules dispersing in smoke from a fire in a building that is covered in PV modules. The study considered several worst-case scenarios for different size buildings and different environments and found no risk of harmful health impacts from the smoke from PV panels.¹⁷

The only other two aspects of operations and maintenance (O&M) that have raised concerns about toxicity are the fluids used to wash panels and herbicides used to maintain vegetation.

- Panel Washing Across NY there is ample rain and snow to keep the panels clean. If the panels need to be washed, it would occur infrequently and typically with use of deionized water and cleaning brushes with no soaps, solvents or surfactants.

content/uploads/2020/01/HHRA Methods for PV Part1 by Task 12.pdf

¹⁶ Environmental Protection Agency, webpage: Overview of the Spill Prevention, Control, and Countermeasure (SPCC) Regulation, www.epa.gov/oil-spills-prevention-and-preparedness-regulations/overview-spill-prevention-control-and

¹⁷ P. Sinha, G. Heath, A. Wade, K. Komoto, 2018, Human Health Risk Assessment Methods for PV, Part 1: Fire risks, International Energy Agency (IEA) PVPS Task 12, Report T12-14:2018, <u>https://iea-pvps.org/wp-</u>

Sources for Further Reading on Toxicity:

- QESST (Engineering Research Center at Arizona State University): <u>Thin Film CdTe Photovoltaics and the U.S. Energy</u> <u>Transition in 2020</u>, June 2020
- International Renewable Energy Agency (IRENA): End-of-life management: Solar Photovoltaic Panels, June 2016
- Electric Power Research Institute (EPRI): <u>Solar PV Module End of Life: Options and Knowledge Gaps for Utility-Scale</u>
 <u>Plants</u>, December 2018
- EPRI: Feasibility Study on Photovoltaic Module Recycling in the United States, April 2018
- EPRI: Solar Photovoltaics: End-of-Life Management Infographic, March 2021
- National Renewable Energy Laboratory (NREL): <u>A Circular Economy for Solar Photovoltaic System Materials</u>, April 2021
- Solar Energy Industries Association (SEIA): <u>SEIA National PV Recycling Program</u>, with factsheet, checklist, and peerreviewed article, (accessed December 2021)
- North Carolina Department of Environmental Quality: <u>Final Report on the Activities Conducted to Establish a Regulatory</u>
 <u>Program for the Management and Decommissioning of Renewable Energy Equipment</u>, January 2021

Conclusions

Based on my knowledge of science and engineering, personal experience with PV technology, review of academic research, and review of materials provided by the project developers about the proposed solar PV facilities in the my conclusion is that the development and operation of the

solar projects will not result in negative toxicity impacts to public health or safety. Even if the project were much larger, or if many similar sites were located together, there would not be a risk to public health or safety.

Appendix A: Product Safety Data Sheet for Hanwha Q Cells Solar PV Modules (5 pages)

PRODUCT SAFETY DATA SHEET

HANWHA Q CELLS SOLAR PV MODULES ARE ARTICLES AS DEFINED BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINIS-TRATION HAZARD COMMUNICATION STANDARD (HCS), 29 C.F.R. § 1910.1200 AND ARE EXEMPT FROM THE LABELING AND SAFETY DATA SHEETS (SDS) REQUIREMENTS OF THE STANDARD.

Hanwha Q CELLS provides this product safety data sheet only for convenience of interested parties in the United States of America who are used to the format of safety data sheets in order to assess the product safety. This product safety data sheet does not replace any other documents provided by Hanwha Q CELLS such as Safety Information, Installation and Operation Manual, Packaging and Transport Information, Product Data Sheet as well as Warranty Terms of the respective product.

SECTION 1: IDENTIFICATION

Solar PV modules convert light into electricity. Light-sensitive cells are electrically interconnected in series and sealed between glass and plastic foils for this purpose. This product safety data sheet is applicable to the following solar PV modules of the Q CELLS brand made by Hanwha Q CELLS:

- Q.PLUS-G4.X, Q.PLUS BFR-G4.X, Q.PLUS L-G4.X, Q.PEAK-G4.X, Q.PEAK BLK-G4.X, Q.PEAK L-G4.X,
- Q.PLUS DUO-G5, Q.PLUS DUO BLK-G5, Q.PLUS DUO L-G5, Q.PLUS DUO-G5, X, Q.PLUS DUO BLK-G5, X, Q.PLUS DUO L-G5, X,
- Q.PEAK DUO-G5, Q.PEAK DUO BLK-G5, Q.PEAK DUO L-G5, Q.PEAK DUO-G5.X, Q.PEAK DUO BLK-G5.X, Q.PEAK DUO L-G5.X,
- Q.PEAK DUO-G6, Q.PEAK DUO BLK-G6, Q.PEAK DUO L-G6, Q.PEAK DUO-G6.X, Q.PEAK DUO BLK-G6.X, Q.PEAK DUO L-G6.X

Minor variations within the product families listed above can be identified by a versioning system which replaces character "X" with numerals of either "1", "2" or "3" to form G4.1, G4.2, G4.3, G5.1, G5.2, G5.3, G6.1, G6.2 and G6.3, respectively. All of these variants as well as the ones with additional suffix "/TAA" are covered by this product safety data sheet. This is also true for B-grade modules which have minor optical imperfections. Product names of these replace "Q." with "B.LINE". B-grade modules of Q.PEAK-G4.1 are named B.LINE PEAK-G4.1 for example.

Responsible Party as Importer: Name: Hanwha Q CELLS America Address: 300 Spectrum Center Drive, Suite 1250, Irvine, CA 92618 Phone: 1-949-748-5996

SECTION 2: IDENTIFICATION OF SAFETY RISKS (HAZARDS IDENTIFICATION)

Hanwha Q CELLS solar PV modules do not pose any risk of hazardous chemicals. Hazard symbols and precautionary hazard statements for hazardous chemicals are not applicable. No symptoms or effects – neither acute nor delayed – have to be expected when Hanwha Q CELLS solar PV modules are handled as stipulated in the Installation and Operation Manual. Hanwha Q CELLS provides a Safety Information sheet with all modules shipments. This document contains detailed risk statements and recommendations for installation and operation. Before installing the module, read the Installation and Operation Manual for Q CELLS modules carefully. You can obtain the complete Installation and Operation Manual from your retailer.

Attention: Only qualified and authorized specialists may install modules and put them into operation. Keep children and unauthorized persons away from the modules.

Risks:

- Risk of death from electrocution! Solar modules generate electricity and are energized as soon as they are exposed to light.
- In rare cases, solar PV modules as any other electrical device can cause fire due to worn electrical contacts which result in electrical arching.
- Solar PV modules can reach high temperatures which can cause skin burns.
- Sharp edges, corners and broken glass can cause injuries.
- Solar PV modules can cause Injuries due to their weight.
 - · Falling solar PV modules can cause injuries.
 - Lifting solar PV modules can cause injuries.

For precautionary statements, please refer to the Installation and Operations Manual of the respective product.

MISUSE OR INCORRECT USE OF SOLAR MODULES VOIDS THE LIMITED WARRANTY AND MAY CREATE A SAFETY HAZARD AND RISK PROPERTY DAMAGE. THIS INCLUDES IMPROPER INSTALLATION OR CONFIGURATION, IMPROPER MAINTENANCE, UNINTENDED USE, AND UNAUTHORIZED MODIFICATION.



SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Safety data sheets are only required for hazardous chemicals covered by the Hazard Communication Standard (HCS). Solar PV modules made by Hanwha Q CELLS are not covered by HCS. The following table provides an overview of materials solar PV modules by Hanwha Q CELLS are made of. The values given for the share of weight are targets and can vary for the products covered by this Product Safety Data Sheet.

COMPONENT	MATERIAL	TOTAL SHARE	REMARK
FRAME	Aluminum	8% - 16%	not hazardous
	Silicone	<2%	not hazardous, see section 8
LAMINATE	Glass	60%-80%	not hazardous
	Plastics (EVA, PET, PE, PPE, PC)	8% - 16%	no hazards known
	Silicon	2%-4%	not hazardous
	Metals (Aluminum, Copper, Tin)	1%-3%	not hazardous
	Lead	<0,1%	hazardous
	Silver	<0,05%	not hazardous

SECTION 4: FIRST-AID MEASURES

In case of electrocution:

- Always protect yourself by taking all necessary safety precautions before rescuing persons injured.
- Attention: Stay away from sources of high voltage and leave the rescue to qualified personnel with appropriate personal protection equipment!
 Call emergency rescue services.
- Do not touch live parts. Qualified personnel should shut down the PV system as far as possible e.g. disconnect the modules at the inverter before
 uncovering any live electrical parts. Be sure to observe the specified time intervals after switching off the inverter. Highvoltage components need
 time to discharge. Follow OSHA requirements for control of hazardous energy at 29 C.F.R. § 1910.147.
- In the event a person is electrocuted or affected by electrical energy of the solar PV module, CALL 911. Before attempting rescue, SHUTDOWN THE POWER SOURCE.
- Remove the victim from the power source using only insulated tools ONLY IF CONTACT WITH LIVE ELECTRICAL COMPONENTS CAN B PREVENTED.
- Carefully move the injured from the zone of danger.
- After moving to a safe location, check heartbeat, respiration and consciousness of the injured person.
- Apply appropriate life-saving measures (CPR) accordingly before taking care of minor injuries.
- Consult a medical professional even if there are no visible injuries.
 - Flush thermal skin burns caused by touching hot surfaces of solar PV modules with cool water. Consult a medical professional.
 - Injuries due to sharp edges, corners and broken glass need to be appropriately treated. Consult a medical professional.
- Other types of injuries need to be treated appropriately as well. Consult a medical professional.

SECTION 5: FIRE-FIGHTING MEASURES

- Hanwha Q CELLS solar PV modules are fire rated as Class C according to IEC and UL 1703 as well as Type 1 according to UL 1703.
- Hanwha Q CELLS solar PV modules are extensively tested at the factory to ensure electrical safety of the product before shipment.
- . In rare cases, solar PV modules as any other electrical device can cause fire due to worn electrical contacts which result in electrical arching.
- In case solar PV modules which are not part of an array are on fire, USE FIRE EXTINGUISHERS RATED FOR ELECTRICAL EQUIPMENT, Class C.
- IN CASE A SOLAR PV MODULE ARRAY IS PRESENT, ANY FIRE SHOULD ONLY BE FOUGHT BY PROFESSIONAL FIREFIGHTERS. FIREFIGHTERS NEED TO TAKE PRECAUTIONS FOR ELECTRICAL VOLTAGES UP TO 1,500 VOLTS (DC).
- Some components of the modules can burn. Potential combustion products include oxides of carbon, nitrogen and silicon.
- In case of prolonged fire, solar PV modules may lose their structural integrity.



General recommendations from the below-mentioned reports:

- Fire service personnel should follow their normal tactics and strategies at structure fires involving solar power systems, but do so with awareness
 and understanding of exposure to energized electrical equipment. Emergency response personnel should operate normally, and approach this
 subject area with awareness, caution, and understanding to assure that conditions are maintained as safely as possible.
- · Care must be exercised during all operations, both interior and exterior.
- · Responding personnel must stay back from the roofline in the event modules or sections of an array may slide off the roof.
- Contacting a local professional PV installation company should be considered to mitigate potential hazards.
- · Turning off an array is not as simple as opening a disconnect switch. As long as the array is illuminated, parts of the system will remain energized.
- When illuminated by artificial light sources such as fire department light trucks or an exposure fire, PV systems are capable of producing electrical
 power sufficient to cause inability to let go from electricity as a result of stimulation of muscle tissue, also known as lock-on hazard.
- Firefighting foam should not be relied upon to block light.
- The electric shock hazard due to application of water is dependent on voltage, water conductivity, distance and spray pattern.
- It is recommendable to fight fire with water instead of foam if a PV system is present. Salt water should not be used.
- Firefighter's gloves and boots afford limited protection against electrical shock provided the insulating surface is intact and dry. They should not be considered equivalent to electrical personal protection equipment.

Readers interested in more details may refer to the following reports:

- National Fire Protection Association, Fire Protection Research Foundation report "Fire Fighter Safety and Emergency Response for Solar Power Systems" issued May 2010, revised October 2013
- Important recommendations from a report called "Firefighter Safety and Photovoltaic Installations Research Project" issued by Underwriters Laboratories on November 29, 2011

SECTION 6: FIRE-FIGHTING MEASURES

This section is not applicable.

SECTION 7: HANDLING AND STORAGE

Before installing the module, read the Installation and Operation Manual for Q CELLS modules carefully. Noncompliance with the instructions may result in damage and physical injury or death. Only qualified and authorized specialists may install modules and put them into operation. You can obtain the complete installation manual from your retailer.

Details about transport and storage of palletized Hanwha Q CELLS solar PV modules can be found in the Packaging and Transport Information of the respective module type.

Storage, transport and unpacking:

- · Store the module dry, well-ventilated and properly secured. The original packaging is not weatherproof.
- Always transport the module in its original packaging.
- Do not stack the modules. This prevents damage of the junction box.
- · The module is made of glass. Take great care when unpacking, storing and transporting it.
- Do not subject the module glass to any mechanical stress (e.g. through torsion or deflection). Do not step on the module or place any objects onto the module.
- · Protect both sides of the module against scratching and other damage.
- Carry the module by holding the edges with both hands, or use a glass suction lifter.
- Never lift or carry the module using the module junction box or wiring. Avoid pulling on the wiring at all costs.



SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Before installing the module, read the Installation and Operation Manual carefully. Noncompliance with the instructions may result in damage and physical injury. Only qualified and authorized specialists may install modules and put them into operation. You can obtain the complete installation manual from your retailer.

- Please follow the valid national regulations and safety guidelines for the installation of electrical devices and systems.
- Please make sure to take all necessary safety precautions.
- Ensure that all personnel are aware of and adhere to accident-prevention and safety regulations.
- For handling of modules wear suitable protective gloves.
- Do not install damaged modules. Ensure that all electrical components are in a proper, dry, and safe condition.
- Do not modify the module (e.g. do not drill any additional holes). Never open the junction box.
- . Ensure that modules and tools are not subject to moisture or rain at any time during installation. Only use dry, insulated tools for electrical work.
- Only connect cables with plugs. Ensure for a tight connection between the plugs. Plugs click together audibly.
- Cover the modules with an opaque material during installation. Cover the modules to be disconnected.

Silicones used in manufacturing release methanol during curing. Once cured, no additional methanol is released during use. Small amounts of these chemicals may be present in shipping cartons. Upon receipt, open container in a well ventilated location and allow to stand for 5 minutes before removing units from cartons. Exposures above recommended limits for methanol of 200 ppm eight-hour time-weighted-average (TWA) will not occur.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

- Physical state: solid
- Voltage: refer to data sheet (below 50 volts for a single module)

Attention: Voltage of single modules add up when modules are electrically connected in series. Hanwha Q CELLS solar PV modules are designed and certified for voltages up to 1,000 volts or even up to 1,500 volts. Connection of modules in series is only permitted up to the maximum system voltage as listed in the applicable data sheet.

- Weight: refer to data sheet
- · Solubility in water: insoluble in water

SECTION 10: STABILITY AND REACTIVITY

Under normal operating conditions as specified in the Product Data Sheet, Hanwha Q CELLS solar PV modules are chemically stable.

- Hanwha Q CELLS solar PV modules are tested for salt spray and ammonia resistance according to IEC 61701 and IEC 62716, respectively.
- Hanwha Q CELLS solar PV modules support ambient operating temperatures from -40°C to +85°C (-40°F to +185°F).
- Do not install modules above 13.120 ft (4000 m) altitude above sea level.
- · Some components of the modules can burn. Potential combustion products include oxides of carbon, nitrogen and silicon.
- Do not scratch off dirt. Use a soft cellulose cloth or sponge to carefully wipe off stubborn dirt. Do not use micro fleece wool or cotton cloths.
- Rinse dirt off with lukewarm water (dust, leaves, etc.)
- · Use an alcohol based glass cleaner. Do not use abrasive detergents or tensides.
- · Isopropyl alcohol (IPA) can be used selectively to remove stubborn dirt and stains within one hour after it appeared.
- Follow the safety guidelines provided by the IPA manufacturer.
- Do not let IPA run down between the module and the frame or into the module edges.



SECTION 11: TOXICOLOGICAL INFORMATION

Small amounts of methanol may be present inside shipping cartons. Open cartons and allow to vent before removing units. No exposure to hazardous chemicals will occur when the units are in use.

SECTION 12: ECOLOGICAL INFORMATION

Hanwha Q CELLS solar PV modules are designed to withstand outdoor operating conditions for 25 years. Biodegradation is not expected due to high chemical stability of the components.

SECTION 13: DISPOSAL CONSIDERATIONS

Hanwha Q CELLS solar PV modules should be recycled rather than dumped in a landfill. Raw materials of the product can be recovered by recycling companies. Disposal must be in accordance with national and local laws and regulations for electric/electronic waste.

SECTION 14: TRANSPORT INFORMATION

Hanwha Q CELLS solar PV modules can be shipped via standardized container freight. Regulations for hazardous goods do not apply. For further details, please refer to the Packaging and Transport Information which can be provided as a separate document by Hanwha Q CELLS.

SECTION 15: REGULATORY INFORMATION

- Hanwha Q CELLS solar PV modules are tested according to international standards IEC 61215, IEC 61730 as well as US standards UL 1703.
- Please refer to the Installation and Operation Manual and Product Data Sheet of the respective Hanwha Q CELLS solar PV module.

SECTION 16: OTHER INFORMATION

- Date of initial creation of this product safety data sheet: July 1, 2016
- Date of last revision: August 14, 2018

Hanwha Q CELLS America Inc.	
300 Spectrum Center Drive, Suite 1250, Irvine, CA 92618, USA I	TEL +1 949 748 59 96 I EMAIL inquiry@us.q-cells.com I WEB www.q-cells.us



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VSUN Crystalline Silicon PV Module Products Installation Manual

Add: Lot III-Dong Vang Area, Dinh Tram Industrial Zone, Hoang Ninh Commune, Viet Yen District, 230000 Bac Giang Province, VIETNAM
PC: 230000
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Table of Contents

1 General Information	
2 Disclaimer of Liability	
3 Safety Precaution	
3.1 General Safety	
3.2 Handling Safety	
3.3 Installation Safety	
4 Product Identification	
5 Electrical Property Parameters of Modules	
6 Installation Instructions	
6.1 Installation Environment	
6.2 Selection of Mounting Structure	
6.3 Three kinds of Mounting	
6.4 Two Installation Methods	
7 Electrical Installation	
7.1 General With Regard to Electrical Installation	
7.2 Grounding	
8 Maintenance and Care.	
9 PV recycling	



Crystalline Silicon PV Module Products Installation Manual

(Version: 2020.01)

1 General Information

This manual contains information regarding the installation and safe handling of the photovoltaic module (hereafter is referred to as "module") which are produced by VIETNAM SUNERGY JOINT STOCK CPMPANY (hereinafter is referred to as "VSUN").

Installers must read and understand the manual before installation. Any questions, please contact the sales or customer service personnel of VSUN for further explanations. The installer should conform to all safety precautions in the manual and local laws & regulations when installing module; before installing a solar photovoltaic system, installers should become familiar with the mechanical and electrical requirement for such a system. VSUN has the right to refuse to compensate for the product damage due to construction or design defects of the solar photovoltaic system.

Keep this manual in a safe place for future reference (care and maintenance) and in case of sale or disposal of the modules.

2 Disclaimer of Liability

Customers shall strictly abide by the requirements of this manual when installing the modules of VSUN. If the conditions or methods of the installation, handling, use and maintenance of the customer are beyond the range specified in this manual and cause damage, VSUN does not assume responsibility for any loss, damage or expense thus caused.

No responsibility is assumed by VSUN for any infringement of patent right or other rights of third parties, which may result from the customer's use of the VSUN's modules. No patent license or patent rights is granted to customer, express or implied, due to its use of VSUN's modules.

The information in this manual is based on VSUN's best knowledge and experience and is believed to be reliable; but such information including product specification (without limitations) and suggestions do not specifications, or product information without prior notice.

Notification is needed while the the modules are reinstalling.



3 Safety Precaution

3.1 General Safety

- When installing the modules, it should be abided by the relevant local laws and regulations. It is need to obtain the required certificates in advance when necessary, such as the building permit.
- Installing solar photovoltaic systems require specialized skills and knowledge. Installation should be performed only by qualified persons. Installers should assume the risk of all injuries that might occur during installation, such as electric shock.
- Photovoltaic modules are designed for outdoor use. Modules may be mounted on ground, rooftops, vehicles or boats. Proper design of support structures is the responsibility of the system designers or installers. Mounting holes or clamp range and numbers suggested in this manual shall be used.
- A single module may produce the direct current (hereafter is referred to as DC) voltage of above 30V in direct sunlight and it is extremely dangerous to contact it. Do not touch or lean on an operating module.
- ✤ Do not disconnect under load or apply paint or adhesive to module surface.
- Keep all electrical contacts clean and dry. Do not change the wiring of the bypass diodes. Do not disassemble the modules or remove any attached nameplates or components from the modules.
- Do not use mirrors or other magnifiers to artificially concentrate sunlight on the modules. Do not expose the backside of modules directly to sunlight for a long time.
- Modules should store in a dry and ventilated environment. In the storage and handling process, in case of inclement weather (rain, snow, wind, etc.), materials such as plastic film and waterproof cloth need to be covered on the packing boxes.
- During normal work, materials such as plastic film and waterproof cloth are forbidden to be covered on the glass surfaces of modules.
- Unpack the modules with packing box when they are moving on the ground. Unpacking directly when the modules are superposed is forbidden.

3.2 Handling Safety

4 Keep children and unauthorized persons away from the modules while transporting and installing



them. Improper transportation and placing may lead to glass breakage or power loss of the modules, resulting in the loss of the use value of modules.

- Handle modules with care. Lift and put down modules gently. Do not drop modules or drop objects on the modules. Pay special attention not to collide, scratch or press the module backside when transporting and installing the modules. The double glass module should be handled more carefully. Non-slip gloves are required when handling and during installation.
- It is forbidden to pull the junction box or cables when carry or lift the modules. Carry a module by its edges with two or more persons. Increasing one or two persons lift up the middle of the panel is necessary for Non-frame module.
- Do not stack the modules for transportation. Do not set the modules down on any hard surface, which maybe cause the cells broken.
- To avoid module damage, do not place heavy objects or tools on the modules, and do not stand or step on the modules.
- Inappropriate transport and installation may damage the module. Control the vehicle speed when the road condition is relatively poor.

3.3 Installation Safety

- Abide by the safety regulations for all other components used in the system, including wiring and cables, connectors, solar charge controller, inverters, storage batteries, etc. Use suitable equi pment, connectors, wiring and mounting system for a PV system. Use the same type modules and ensure color grade consistent as far as possible in one system.
- 4 Do not install or handle the modules when they are wet or during strong wind.
- Modules are constructed with tempered glass, which shall be handled with care. Improper oper ations may cause the tempered glass breakage. If the front glass is broken or if the backsheet is burned-out, contact with any module surface or the aluminum frame can produce electrical s hock, particularly when the module is wet. Broken or damaged modules must be disposed prop erly.
- The maximum system voltage is indicated in the nameplate. During the system installation, the maximum open circuit voltage in series cannot exceed the maximum system voltage.

3



- Completely cover the module with an opaque material during installation to keep electricity fro m being generated. Under high temperature and high humidity environment, the material compo nent of glass surface will not cause pollution, such as rubber glue splotch, oil, printing and dy eing, etc. Contact the glass surface with bare hand is prohibited.
- Do not place the glass surface or the backsheet surface of the modules down directly on the g round in the installation site (mud, sandy land, grassland, Gobi, etc.).
- Modules not used up should be stored and transported after packaging in accordance with the manufacturer's packaging.
- Do not wear metallic rings, watchbands, ear, nose, lip rings or other metallic devices while ins talling or troubleshooting photovoltaic systems. Use insulated tools that are approved for worki ng on electrical installations and always keep them dry.
- The triangle hole punched on the backside frame of the module is the drain hole which cannot be blocked.
- During modules interconnection, guarantee to fix the connecting cables to the mounting system, so as to restrict the swing amplitude of the slack part of the wire.
- Conform to the allowable minimum bending radius of the wire (Defination: Minimum bending radius is 12 times of the wire's external diameter). Concerning to the wire with junction box, the allowable minimum bending radius is 12 times of OD (diameter). About theother minumum bending radius, please seek help from professinal installer.
- 4 Always protect the wire with conduit where animals or children can touch it.
- Please use the connector which is specially designed for photovoltaic system and assemble it w ith the tools recommended or specified by the manufacturer. In case that the connector applica ble to the solar photovoltaic system is required, please contact the local supplier.
- Make sure that the polarity is correct when connecting the module with inverter, storage batter y or combiner box to avoid the unrecoverable damage of bypass diodes in the modules due to incorrect polarity.

4 Product Identification

Each module has labels providing the following information:

Kameplate: Describes the product type, rated power, rated current, rated voltage, open circuit voltage,



short circuit current, all are measured at STC; weight, dimension, maximum system voltage and the fuse rating are all shown on the nameplate.

Barcode: Each module has a unique serial number. It contains the relevant production information of the module.

5 Electrical Property Parameters of Modules

- ↓ Under Standard Test Conditions (1000W/m², AM1.5 and 25°C (77°F)) the electric characteristics, including Isc and Voc, the deviation between the measured value and nominal value is within ±3.5%.
- Under normal outdoor conditions, a module is likely to produce different current and voltage than the values measured under STC in the specification of VSUN module products. Therefore, when determining the parameters related to the power output of the module, for example, nominal voltage, conductor capacity, fuse capacity and controller capacity, etc., refer to the values of short-circuit current and open circuit voltage of the modules, and take 125% of those values during design and installation.
- The maximum nominal voltage for all module series is 1000V or 1500V according to IEC/UL standards. Please check it according to the nameplate.

6 Installation Instructions

6.1 Installation Environment

- In most applications, PV modules should be installed in a location where they will receive maximum sunlight throughout the year.
- The module shall be installed in the place where the sunshine is adequate. The module should not be shaded at any time during its operation. During installation, the module surface shall not be partly shaded by clothes, tools, packaging materials, etc.
- Install the module in well ventilated place and guarantee that adequate natural air heat dissipation channels are provided at the back and sides of the module to ensure that the heat generated during operation is radiated in time.
- ↓ Never place the module in locations where flammable gases may be easily generated or collected.
- VSUN suggests installing the module in dry areas where the climate is moderate. The modules shall not be allowed to be mounted in the site with excessive hail, snow, sand, smoke dust and so on.
- ↓ VSUN's modules have passed the certification of IEC 61701 with 5% NaCl. But corrosion probably



occurs in the contact place between modules and mounting brackets. Without the approval of VSUN, modules should not be installed in the site which is within 500m away from the sea.

- Modules connected in series should be at the same tilt and azimuth. Differing orientations or angles may cause a loss of power output due to differing amount of sunlight exposure for each module. Typically, the optimal tilt for a module is roughly the same as the installation location.
- When unpacking the modules should be installed as soon as possible and connected to the combiner box to avoid connection failure. Protecting covers are advised to be used if modules are installed in the site with heavy sand or salt mist.

6.2 Selection of Mounting Structure

- Always conform to the instruction manual and safety rules attached to the mounting system.
- The entire PV system consisting of modules must be able to withstand anticipated mechanical pressure which comes from local wind force, snow, etc.
- Drilling holes on the surface of module glass may void the warranty.
- Drilling additional mounting holes on module frames may void the warranty.
- The mounting system structure must be made of durable, corrosion-resistant and UV-resistant materials.
- Forces generated during thermal expansion and contraction of the mounting system structure shall not influence the performance and use of the module.
- The bearing surface of the mounting structure must be smooth without any twist or deformation, and the connected support frames shall be at the same height.

6.3 Three kinds of Mounting

(A) Roof Mounting

- It is necessary to provide a special support frame for the roof mounting. When installing a module on a roof or building, ensure that it is securely fastened and cannot fall or be damaged as a result of strong winds or heavy snows. During roof mounting, check the building codes being used to ensure that the building and its structure where the module is installed have adequate bearing capacity. The roof needs to be penetrated during module installation and fixing shall be sealed to avoid rainwater seepage.
- 4 To be suitable for operation, reduce steam condensation and facilitate the ventilation & heat



dissipation of the module during tile installation, the module shall be parallel to the wall or roof surface of the building, and the clearance between module and surface of the wall or roof shall be at least 115mm to prevent wiring damage and to allow air circulation, ventilation and heat dissipation behind the module. During stacking type installation, the module shall be installed on the fire-resistant roof. The modules Fire Resistance Rated Class of the modules is Class C, and the modules are suitable for mounting on an above Class A roof. Do not install modules on a roof or building during strong winds.

(B) Pole Mounting

- When installing a module on a pole, choose a pole and module mounting structure that will withstand the anticipated wind power of the local area. The support rod must be constructed on a solid foundation.
- (C) Ground Mounting
 - Select the height of the mounting system to prevent the lowest edge of the module from being covered by snow for a long time in winter in areas that experience heavy snowfalls. The module shall be installed on the mounting system with appropriate height instead of being directly laid on the ground. In addition, assure the lowest portion of the module is placed high enough, so that it is not shaded by plants or trees, and the module is not damaged by sand and stone driven by wind, or the module surface is not shaded by the mud splashed by rain water.



FIG 1 Pole mounting

FIG 2 Ground mounting

Notice: For the roof system installed in the area that ever experienced relatively heavy snowfall or snow cover, the customer shall reinforce the mounting system at the lower frame of the module, in order to prevent the lower frame from being pressed and damaged by the falling snow, and avoid the module damage due to melt snow freezing in daytime. VSUN suggests to selecting the support reinforcing mechanism shown in Figure 3.



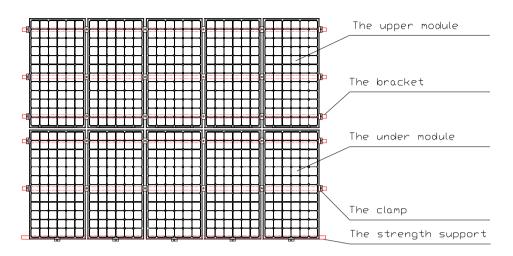


FIG 3 Schematic diagram of reinforcement mounting of module

6.4 Three Installation Methods

- Concerning to modules with frame (including double glass module). Modules can be installed on the frame using mounting holes or clamps. Modules must be installed according to the following examples. Not mounting the modules according to these instructions may void the warranty.
- The modules have been evaluated by IEC61215 standard for mechanical load design (testing load). According to the requirements of IEC61215, 1.5 times of safety parameter should be considered while calculating corresponding maximal design load.
- Normal load is suitable for the most condition of environment: the obverse side can sustain 5400Pa static load, the reverse side can sustain 2400 Pa static load.

According to the requirements of IEC61215, in regard to dynamic load, like gust, 3 times of safety factor should be considered. That is to say, 800 Pa dynamic wind load in the condition of gust equies 2400 Pa static wind load (wind speed≤130km/h).

The mounting system and other various goods & materials required (such as screw) shall be made of durable, corrosion-resistant and UV-resistant materials.

6.4.1 Screw fitting:

- Using corrosion-proof screws (M8) in the existing installing holes in the module frame. The range of torque is from 16-20N.M while tightening the screw.
- **U** Do not attempt to drill holes in the glass surface or additional mounting.
- 4 The frame of each module has 4 mounting holes used to secure. As showen in Figure 4, four



mounting holes are needed in normal. Regarding to large modules of type 72, eight mounting holes are needed or in the condition of sustaining higher load.

The module frame must be attached to the mounting system using M8 stainless steel hardware together with spring washers and flat washers in four places symmetrical on the module, as shown in Figure 5.

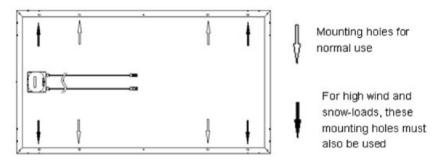


FIG 4 Mounting holes

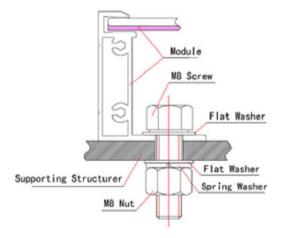


FIG 5 Screw fitting method

6.4.2 Clamp fitting (frame module):

- Using suitable module clamps on the side of the module frame to mount the modules, as shown in FIG
 6. The thickness of the clamp should be no less than 3mm, the length should be no less than 40mm and the length of the overlap should be no less than 5mm.
- At least 4 clamps should be used in each module, and install 2 clamps on each side. For harsh environments, you can consider using 8 clamps to install (install 4 clamps on each side), which can withstand 5400Pa on the back side.
- Modules should be mounted by screw, flat washer and spring washer on mounting rack. The clamp shuold be mounted in a symmetric position respect to the center, as shown in FIG. 6. The torque should



be determined by the mechanical design standard of the screw. For instance, M8--16-20N.m.

- ↓ The clamp can not be attached with the front glass, and keep the shape of frame while mounting.
- 4 Avoid shading effects creatived by clamps on the cells of modules' obverse side.
- If the customer has special clamping and installation schemes which are not included in this manual, please contact the local dealer for professional support.
- If heavy snowfall, relatively large snow load or large wind pressure exist in the module installation area, VSUN suggests the customer to ask help from professinal installer to improve the bearing capacity of the whole PV system.

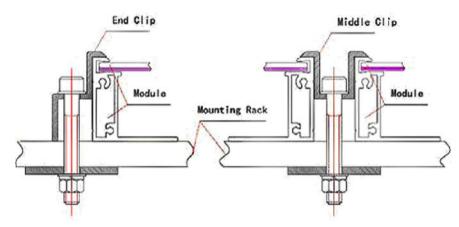


FIG 6 Clamping mounting method

Short Side	Long Side	
Back static load≤2000Pa、Front static	Back static load≤2000Pa、	Front static load ≤ 5400Pa, Back static
load≤2000Pa:	Front static	load≤5400Pa: (L/5-50)≤S≤(L/5+50)
$0 \leq S \leq (W/4)$	load≤2000Pa: 0≤S≤	
	(W/4)	
Back static load≤2400Pa、Front static	Front static	



load≤2400Pa:	load≤2400Pa、Back static	
$(W/20) \le S \le (W/5)$	load≤2400Pa: (L/8)≤S≤	
	(L/4)	
	Front static	
	load≤5400Pa、Back static	
	load≤2400Pa: (L/4-50)	
	≤S≤ (L/4+50)	

6.4.3 NEXTracker Mounting System

If VSUN modules will be mounted on NEXTracker system at 400mm short rail. The special mounting holes should be designed as FIG. 7.

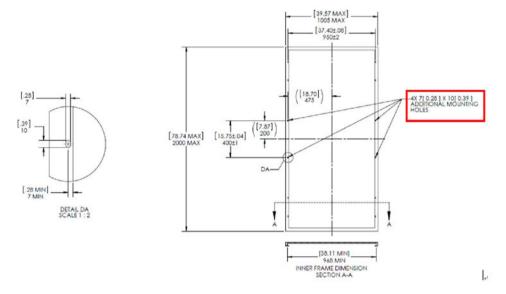


FIG 7. NEXTracker mounting holes at 400mm short rails

- The maximum pressure rating of front side and back side is 2400Pa for VSUN standard modules with 40mm height frame.
- 4 Please confirm with NEXTracker supplier to obtain the detailed information of mounting system.

* NOTES:

VSUN's limited warranty will be void in cases where improper clamps or installation methods deviating from this manual are used. When installing inter-modules or end type clamps, take measures so as:

- A. Not to bend the module frame.
- B. The clips must only fix the modules by the contact with the frame. Do not allow contact between clip and glass.
- C. Not to damage the surface of the frame.

11



D. When mounting, be sure that the module's drain holes are not blocked. For matters concerning installation not mentioned in this section, contact the local dealer for professional support.

7 Electrical Installation

7.1 General With Regard to Electrical Installation

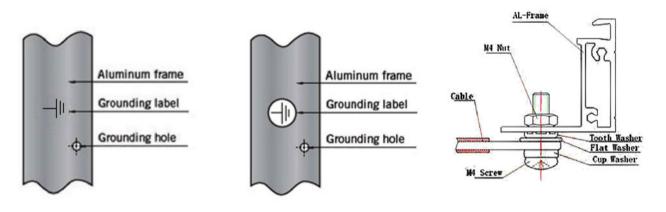
- Try to use the modules with the same configuration in the same photovoltaic system. If the modules are connected in series, the total voltage is the sum of voltages of all the modules, and the maximum number of the series modules (N)=Vmax (System)/[Voc(at STC)].
- If the system requires the installation of high current, several photovoltaic modules can be connected in parallel, and total current is the sum of current of all the modules. The maximum number of the parallel module strings (N)=Imax (fuse rating) / Isc.
- When connecting modules, make sure that the connectors of the same series module shall come from the same manufacturer or totally be compatible with each others, and the same requirements shall go to the connection terminals of module end and system end, for the connectors of the different manufacturers may not be compatible with each others, which easily leads to mismatch risk.
- ♣ The cross section area and connector capacity of the cable selected must satisfy the maximum short-circuit current of the system (It is recommended that the cross section area of the cable used for the single module is 4mm², and the rated current of the connector is not less than 30A. Please note that the upper temperature limit of the cable and connector is 85°C and 105°C respectively).
- When installing the module, place the end with the junction box up and try to avoid the rain.
- Do not carry out installation in rainy weather for humidity will void the insulation protection, thus causing safety accidents.

7.2 Grounding

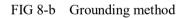
- All module frames and mounting racks must be properly grounded. As shown in FIG 9-a. The grounding wire must be properly fastened to the module frame to assure good electrical contact. Use the recommended type, or an equivalent, connector for this wire.
- If the mount system is made of metal, the surface of the structure must be electroplated and have excellent conductivity.
- Proper grounding is achieved by connecting the module frame(s) and structural members contiguously using a suitable grounding conductor.



- The grounding conductor must then make a connection to earth using a suitable earth ground electrode. Recommend to use the ground wire accessories (lugs) connected to ground Cable. Welding ground cable to the jack of lugs, and then with the M4 screws inserted into the wiring nose ring and t the grounding hole of the module frame, fastening with nuts. Star spring washers should be used to prevent the screws from loosening and lead to poor grounding (as shown in FIG8).
- The module frame to EARTH resistance must be less than 4 ohm.
- VSUN recommends to install modules at the temperature from -40°C to 50°C, and the relative humidity should be less than 85RH%. Besides, the ultimate temperature of working is from -40°C to 85°C. If the modules are used in high-temperature and high-humidity environment, VSUN requires the customer to ground the negative end of the inverter (as shown in FIG9). Offset Box or PID Box can also be used instead to apply a positive voltage to the module arrays at night to avoid PID.







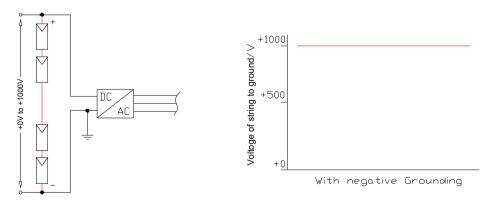


FIG 9 Schematic diagram for grounding potential of the inverter

8 Maintenance and Care

4 Clean the glass surface on a regular basis. Avoid the hotspot risk caused by ornithocopros, leaves and

13



dead insects covering the glass surface.

- In general, use water and a soft sponge or cloth for cleaning. A mild, non-abrasive cleaning agent can be used to remove stubborn dirt.
- Avoid pressing part of the module hard during cleaning, such as washing modules by water torch. The strength on the module is less than 690kPa, because pressing hard may cause glass deformation, cell damage and service life reduction. Remove the snow covered on the module in time to avoid the module damage caused by long-term accumulation of snow cover and freezing of melted snow. Remove plants and sundries surrounding the modules in time to stop them from shading modules and influencing the property.
- Examine the PV module(s) for signs of deterioration. Check all wiring for possible rodent damage, weathering and that all connections are tight and corrosion free. Check electrical leakage to ground. Check fixing screws and mounting brackets, adjust and tighten as necessary.
- Never clean the electrical connectors including cable, junction box and connector with the cleaning agents that contain organic matters such as alkane.
- ♣ If any problem arises, have it investigated by a competent specialist.
 - * If the maintenance measures are not included in this manual, please contact the local dealer for professional support.

9 PV recycling

Do not dispose the PV module as unsorted municipal waste in accordance with WEEE Directive (Waste from Electrical and Electronic Equipment Directive), EN50419and all the other applicable laws.



-END

From:	Jeremy Price
Sent:	Wednesday, October 11, 2023 11:01 AM
То:	esther.mongan@central301.net
Cc:	Jeremy Price
Subject:	RE: Renewable Properties - Plato Road Project Information
Attachments:	Plato Road Application Landscape Plan_2023.pdf; Renewable Properties_Health & Safety Solar
	Report (2023)pdf

Superintendent Mongan:

As a follow-up to our phone call on September 25, 2023, please find the compiled information and attachments as requested.

• Landowners

The Project's landowners, Linda and Robert Matson are fifth (5th) generation Kane County residents, who have raised their three children through the Central School District 301 ("District"). Furthermore the Matson's, at the request of District sold a significant amount of acreage to in part enable the construction of the Howard B. Thomas Elementary School. Linda Matson was a third (3rd) grade teacher for five years within the District, and further supported the District for another 10 years by helping educate those sick or otherwise homebound. Robert Matson is a landowner, retired U.S. military veteran, and served as an auxiliary policeman and fireman for nearly 10 years. Robert has been an active board member of the St. Charles Historical Society since 1963.

• Tax Generation

With the understanding that we can not predict tax rates or other variables set by the Illinois Department of Revenue, our model indicates that over life of the Project, it would generate roughly \$710,000 for the School District itself. For comparison purposes, using the FY 2022 tax year, the difference in taxes (county-wide) which the Project would generate compared against the highest tax bill of the properties abutting the District's facilities is more than \$23,478, or a 179.17% increase.

• Screening layout and details

Please see the attached Landscaping Plan which identifies the location, heights, and proposed vegetation types which would screen the project and provide other valuable ecosystem services.

• Health and Safety Information

Please see the redacted Health and Safety Study, all redactions are of the project name this report was submitted for.in a different state – the facts remain the same. As outlined in the report, solar would not negatively affect the surrounding environment or the District's stakeholders. Secondary benefits of the project's vegetation and ground cover includes the reduction of soil erosion and restoration of soil health. The proposed vegetation could further help screen and filter airborne soil from abutting agricultural actives, thereby improving air quality for the nearby athletic facilities, playgrounds, etc.

As noted in our call, various school districts (e.g. Huntly Community School District 158 & Mooseheart) throughout Illinois and the country have on-site solar facilities without documented adverse effects or impacts.

Project Benefits

85

In addition to the tax benefits outlined above, the Project is funding three-phase electrical line upgrades which the District's buildings will benefit from (capacity/resilience) being on the same circuit running along Plato Road.

The Project is also willing to further discuss alternative ways in which it can potentially support the District, through financial contributions to District initiatives and/or programs (e.g. new scoreboard, etc.). Please let us know if this is something you'd like to further discuss.

To help us better evaluate the potential benefits to the Central School District through electricity program participation, we'll need a little more information regarding the District's electricity "Rate Class" classification with ComED, and overall electricity consumption. If a recent bill could be provided (feel free to redact any account information or values), we can work with our team here and provide some information. Otherwise, if you'd provide the direct Rate Class, and recent annual consumption, it would be appreciated. The Rate Class on the bill would likely start with a letter (B,H,R) and have two numbers after it. Please let me know if there are any questions or concerns there.

Please do not hesitate to reach out with any follow-up questions.

Sincerely,

Jeremy Price M: (978) 382 - 1751 jprice@renewprop.com SS.

COUNTY OF KANE)

ZONING PETITION NO. TMP-23-1419

PETITION # 4617 PETITIONER: DALE HARTMANN, ET UX (ILSOLAR05, LLC)

Petition #: 4617

Committee Flow: Development Committee

Contact: Keith Berkhout 630-232-3495

Petitioner: Dale Hartmann, et ux (ILSolar05, LLC)

Location: Between IC Trail and Route 64, approximately .25 miles west of the village limits of Lily Lake, (07-13-200-014), Virgil Township.

Proposed: Special Use request in the F-Farming District for a solar facility

2040 Plan: Agricultural

Objectors: Area property owners

Recommendations:

Regional Planning Comm.: N/A

Zoning Board: Approval with the following stipulations:

1. The Kane County Water Resources Department will require a stormwater permit for this development.

2. An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Management will require a viable outfall and may require off-site work.

3. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.

4. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.

5. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.

6. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.

7. 80% vegetative coverage for plantings will be a requirement for the site.

8. Any fill within Floodplain or Depressional Storage will require Compensatory Storage. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.

A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.
 The property is required to obtain an access permit to I.C. Trail, and fulfill all access permit requirements from the Virgil Township Road District, prior to site development.

11. Add additional tree screening as shown on the Powerpoint slides submitted by Andy Melka to the County for use in the Zoning Board of Appeals meeting, and more specifically: Increase density of tree screening to 15' center-to-center, extend the line of screening as shown on the slides and with neighbor's permission, install alternating evergreen and deciduous trees, rather than only evergreen. 12. Revise the proposed fence from chain link to agricultural or "deer" fence, with metal 4" mesh (or

similar) and treated wood fenceposts. Development Committee: To be determined

Summary:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

Petition 4617

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Keith Berkhout 630-232-3495

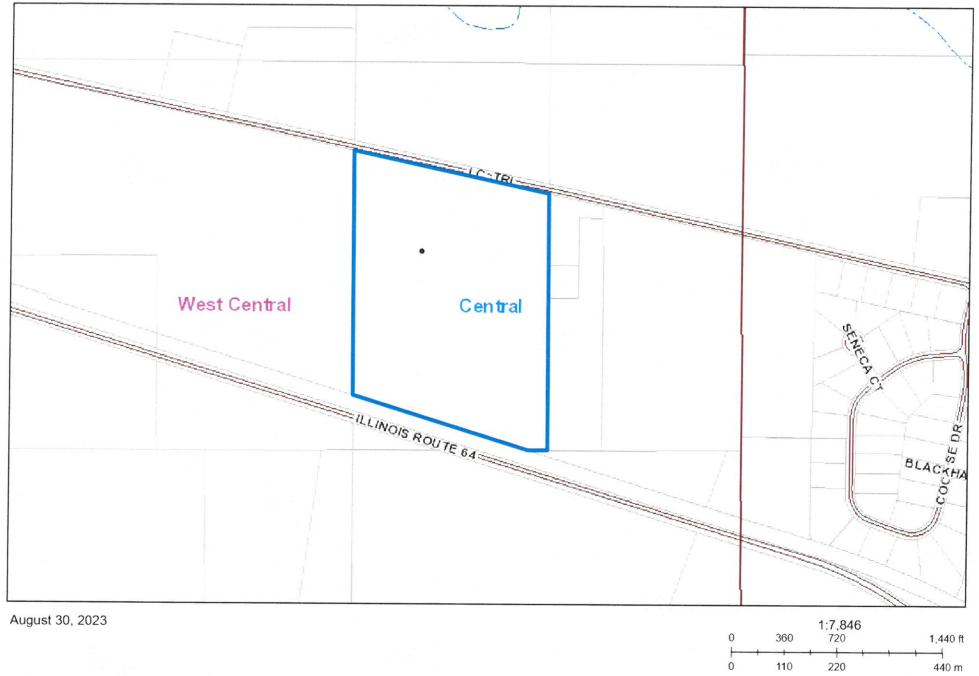
Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Special Use in the F-Farming District for a solar facility

Map Title





These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

PETITION NO. 4617 ORDINANCE AMENDING THE ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

1) That a Special Use in the F-Farming District for a solar facility be granted on the following described property:

The West 1050 feet of the following described tract: that part of the West Half of the Northeast Quarter of Section 13, lying Northerly of the Northerly Line of the Right of Way of the Chicago Great Western Railway Company and Southerly of the centerline of IC Trail, all in Virgil Township, Kane County, Illinois. The property is located between IC Trail and Route 64, west of the village limits of Lily Lake (07-13-200-014)

- 2) That the Special Use be granted subject to the following stipulations:
 - 1. The Kane County Water Resources Department will require a stormwater permit for this development.
 - 2. An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Management will require a viable outfall and may require off-site work.
 - 3. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
 - 4. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.
 - 5. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
 - 6. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
 - 7. 80% vegetative coverage for plantings will be a requirement for the site.
 - 8. Any fill within Floodplain or Depressional Storage will require Compensatory Storage. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.
 - 9. A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.
 - 10. The property is required to obtain an access permit to I.C. Trail, and fulfill all access permit requirements from the Virgil Township Road District, prior to site development.

- 11. Add additional tree screening as shown on the Powerpoint slides submitted by Andy Melka to the County for use in the Zoning Board of Appeals meeting, and more specifically: Increase density of tree screening to 15' center-to-center, extend the line of screening as shown on the slides and with neighbor's permission, install alternating evergreen and deciduous trees, rather than only evergreen.
- 12. Revise the proposed fence from chain link to agricultural or "deer" fence, with metal 4" mesh (or similar) and treated wood fenceposts.
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

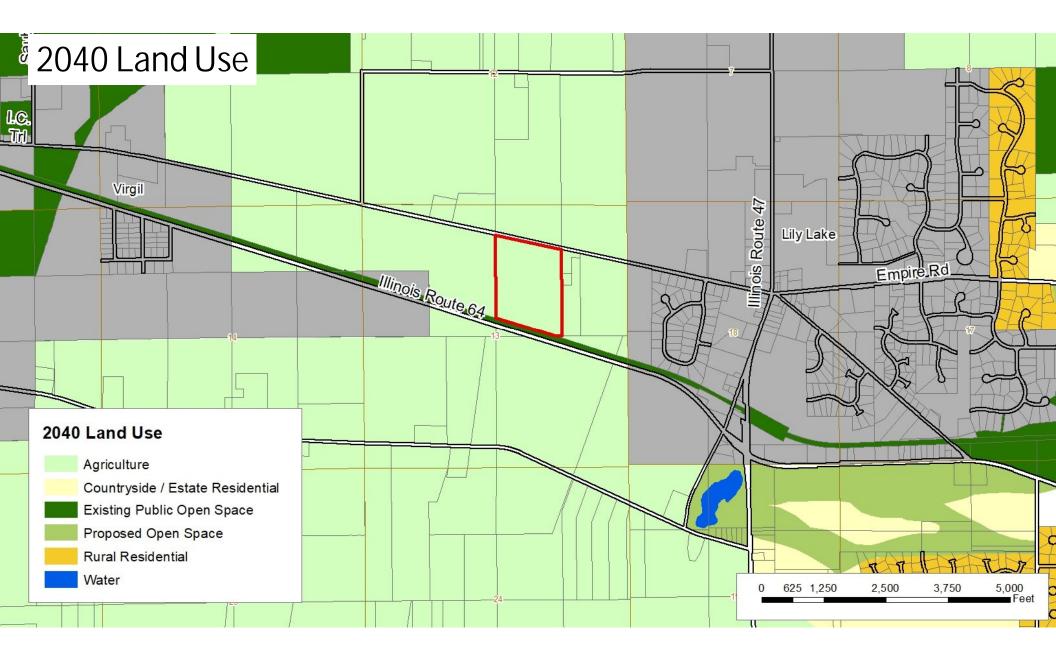
Passed by the Kane County Board on November 14, 2023

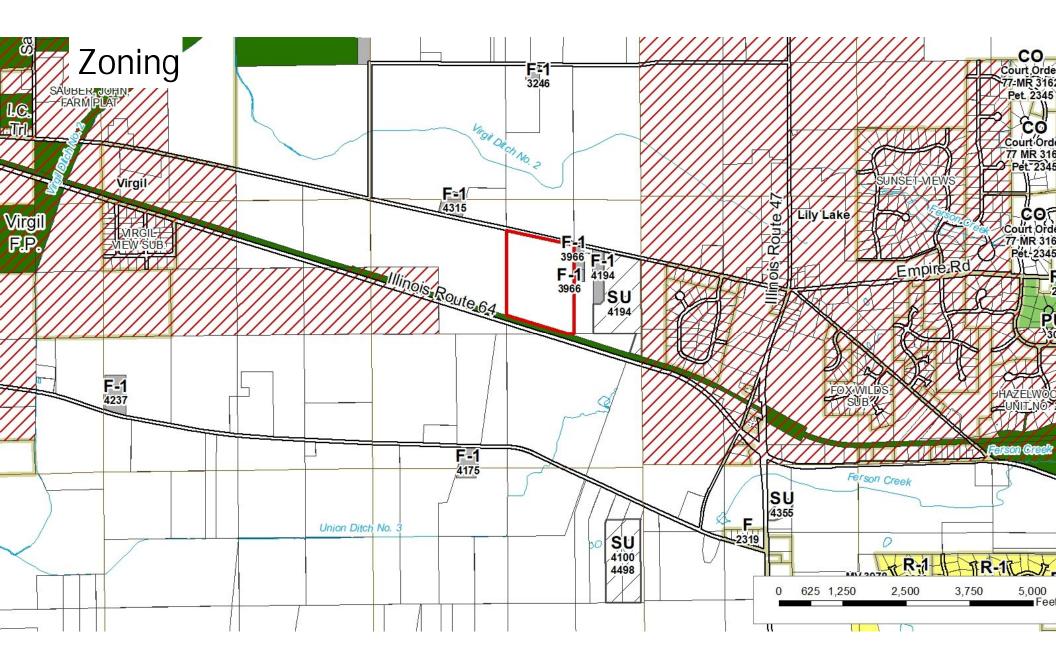
John A. Cunningham Clerk, County Board Kane County, Illinois Corinne Pierog Chairman, County Board Kane County, Illinois

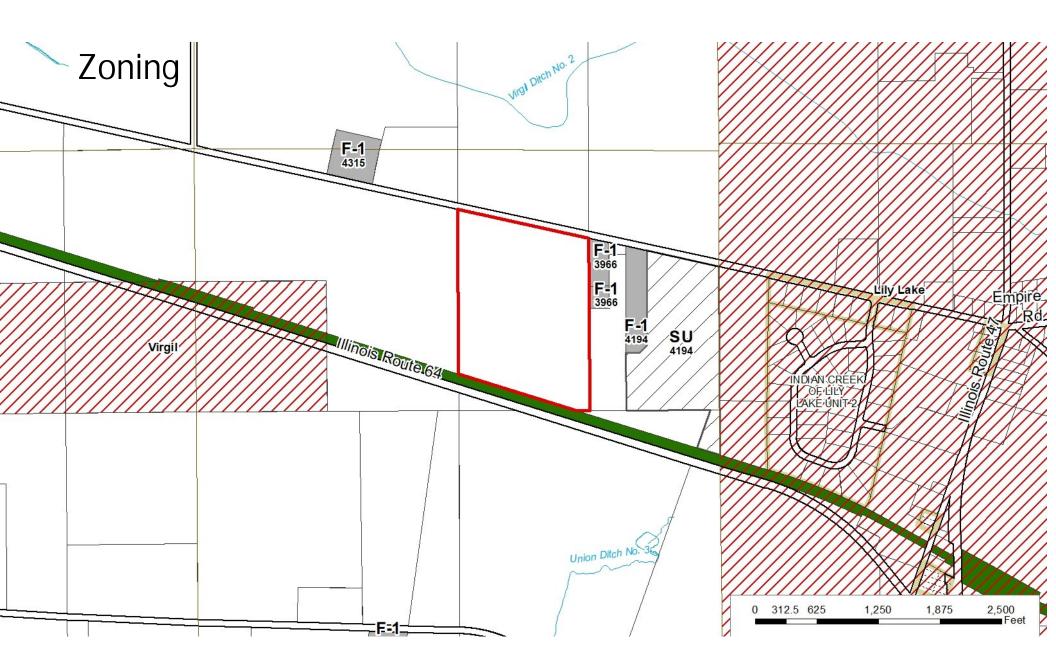
Vote:

#4617 DALE HARTMANN, ET UX (ILSOLAR05, LLC) COUNTY BOARD MEMBER RICK WILLIAMS DISTRICT 18

Requesting a Special Use request in the F-Farming District for a solar facility.

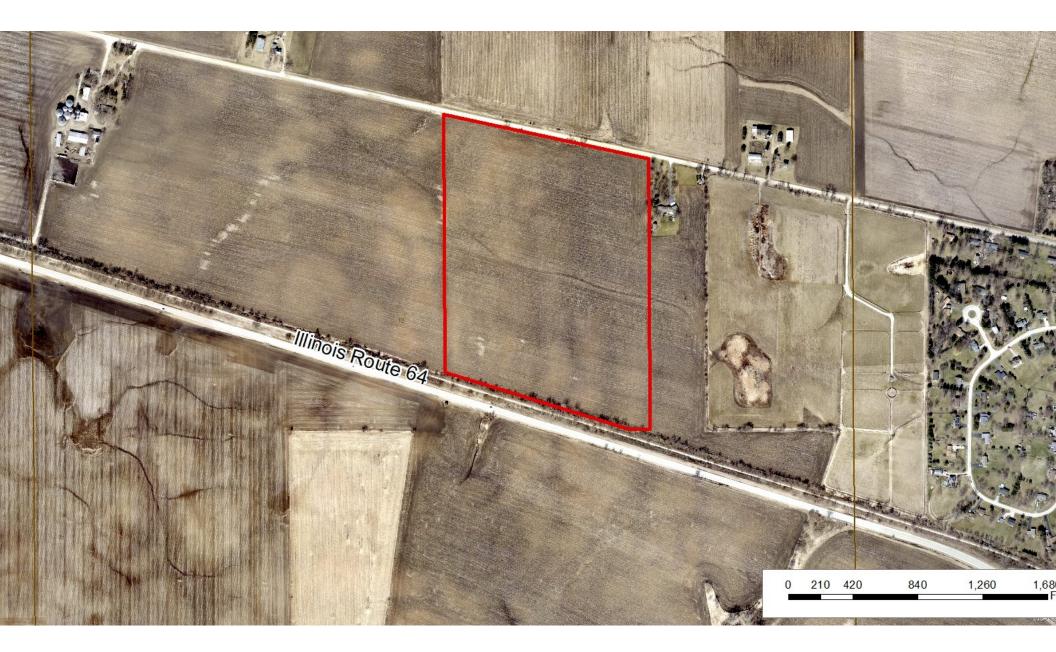




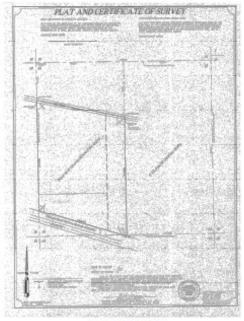












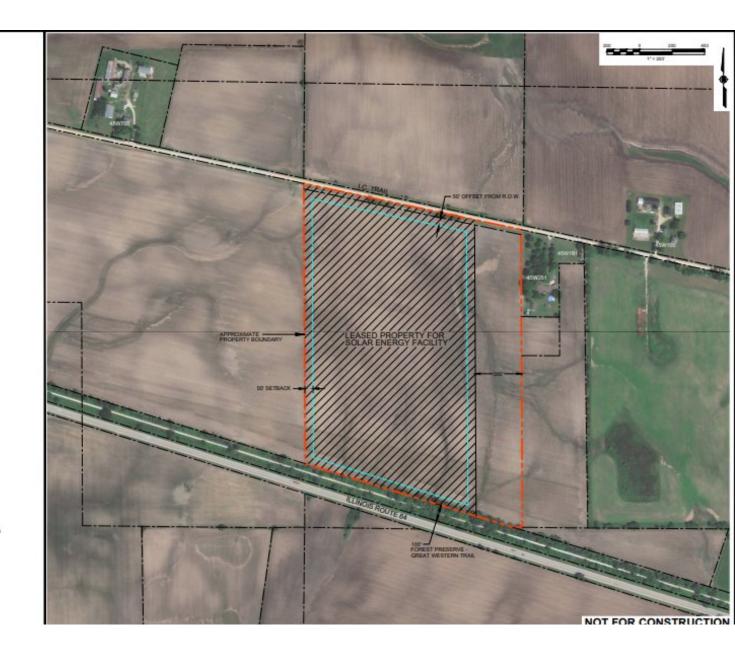


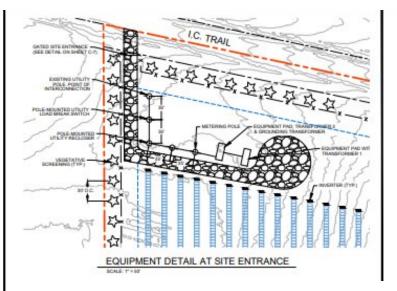


NOTES (APPLICABLE TO ALL SHEETS)

1) PROPERTY PARCEL LINES, PARCEL ID NUMBERS, ADDRESSES, AND 201010 CLASSIFICATIONS SHOWN ARE FROM KINE COUNTY, LUNCE, USE DATA >> 10pt (patient county/basis organized are map have had been as a first

2) ALL PROPERTYPARCEL UNE LOCATIONS ARE APPROXIMITE ONLY AND DO NOT REPRESENT A SURVEY. SEE THE RECORDED DOCUMENTS FOR NORE DETAILED LEGAL INFORMATION. 3) IMAGE SOURCE: GOOSLE EARTH, JUNE 16, 2020 4) TOPOGRAPHIC CONTOLIRE FROMULIAR SURVEY IN AFRIL & MAY, 2017





LEGEND

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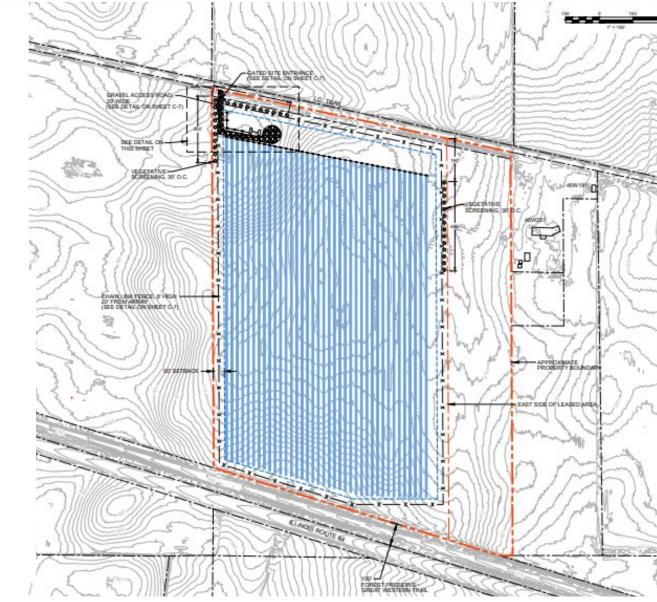
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SITE PROPERTY BOUNDARY (APPROXIMATE) PROPERTY BOUNDARY SETBACK, 50' ADJACENT PARCEL LINES PROPERTY ADDRESS GROUND SURFACE CONTOUR BUILDING PERIMETER FENCE GRAVEL ACCESS ROAD SOLAR PANEL INVERTER POWER POLE

EQUIPMENT PAD & TRANSFORMER

TREE PLANTING, 30' O.C.



Dale Hartmann, et ux (ILSolar05, LL

Staff recommended stipulations :

Kane County Water Resources Department states the following Stipulation:

- 1. STIPULATION: Water Resources will require a stormwater permit for this development.
- 2. STIPULATION: An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Management will require a viable outfall and may require off-site work.
- 3. STIPULATION: Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
- 4. STIPULATION: A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.

Dale Hartmann, et ux (ILSolar05, LL

Staff recommended stipulations :

Kane County Water Resources Department states the following Stipulation:

- 5. STIPULATION: A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
- 6. STIPULATION: Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
- 7. STIPULATION: 80% vegetative coverage for plantings will be a requirement for the site.
- 8. STIPULATION: Any fill within Floodplain or Depressional Storage will require Compensatory Storage. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.
- 9. STIPULATION: A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.

Dale Hartmann, et ux (ILSolar05, LL

Staff recommended stipulations :

Kane County Division of Transportation states the following Stipulation:

10. The property is required to obtain an access permit to I.C. Trail, and fulfill all access permit requirements from the Virgil Township Road District, prior to site development.

Dale Hartmann, et ux (ILSolar05, LLC)

Staff recommended comments:

Approval of the Special Use would allow a solar facility to be constructed on the property.



Dale Hartmann, et ux (ILSolar05, LLC)

Regional Planning Commission: N/A

Zoning Board of Appeals: Approval with the recommended stipulations as well as the additional Petitioner stipulations:

11. Add additional tree screening as shown on the Powerpoint slides submitted by Andy Melka to the County for use in the Zoning Board of Appeals meeting, and more specifically: Increase density of tree screening to 15' center-to-center, extend the line of screening as shown on the slides and with neighbor' s permission, install alternating evergreen and deciduous trees, rather than only evergreen.

12. Revise the proposed fence from chain link to agricultural or deer" fence, with metal 4" mesh (or similar) and treated wood fenceposts.

Development Committee: To be determined

SS.

COUNTY OF KANE)

ZONING PETITION NO. TMP-23-1424

PETITION # 4618 PETITIONER: JOHN HATCH, ET UX (KANESOLAR3, LLC)

Petition #: 4618

Committee Flow: Development Committee

Contact: Keith Berkhout 630-232-3495

Petitioner: John Hatch, et ux (KaneSolar3, LLC)

Location: On the south side of Route 38, approximately .25 miles east of Watson Road, (10-04-200-009 & 10-04-200-010), Kaneville Township.

Proposed: Special Use request in the F-Farming District for a solar facility

2040 Plan: Agricultural

<u>Objectors:</u> Area property owners

Recommendations:

Regional Planning Comm.: N/A

Zoning Board: Approval with the following stipulations:

- 1. The Kane County Water Resources Department will require a stormwater permit for this development.
- 2. An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Management will require a viable outfall and may require off-site work.
- 3. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
- 4. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.
- 5. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
- 6. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
- 7. 80% vegetative coverage for plantings will be a requirement for the site.
- 8. Any fill within Floodplain or Depressional Storage will require Compensatory Storage. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.
- 9. A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.
- 10. The property is required to obtain an access permit to IL Route 38, and fulfill all access permit requirements from the Illinois Department of Transportation, prior to site development.
- 11. Add additional tree screening as shown on the Powerpoint slides submitted by Andy Melka to the County for use in the Zoning Board of Appeals meeting, and more specifically: Increase density of tree screening to 15' center-to-center, extend the line of screening as shown on the

slides and with neighbor's permission, install alternating evergreen and deciduous trees, rather than only evergreen.

12. Revise the proposed fence from chain link to agricultural or "deer" fence, with metal 4" mesh (or similar) and treated wood fenceposts.

Development Committee: To be determined

Summary:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

Petition 4618

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Keith Berkhout 630-232-3495

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

Special Use in the F-Farming District for a solar facility

Map Title



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

PETITION NO. 4618 ORDINANCE AMENDING THE ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

1) That a Special Use in the F-Farming District for a solar facility be granted on the following described property:

Beginning at the Northeast Corner of the West Half of the Northeast Quarter of Section 4, Township 39 North, Range 6 East of the 3rd Principal Meridian, in the Township of Kaneville, Kane County, Illinois, thence Southerly, along the East Line of said West half, 1638.00 feet; thence Westerly, at an angle of 91° 53' 04" measured counterclockwise from said East Line, 425.00 feet; thence Southwesterly, at an angle of 156°24'27" measured clockwise from the last described course, 150.00 feet; thence Westerly, at an angle of 156°24'27" measured clockwise from the last described course, 61.00 feet; thence Northerly, at an angle of 88°06'56" measured counterclockwise from the last described course, 1070.00 feet; thence Easterly, at an angle of 92°10'09" measured counterclockwise from the last described course, 246.00 feet; thence Northerly at an angle of 92°10'09" measured clockwise from the last described course, 624.98 feet to the North Line of the Northeast Quarter of said Section 4; thence Easterly, at an angle of 92°10'09" measured counterclockwise from the last described course and along said North Line, 375.00 feet to the point of beginning. The property is located on the south side of Route 38, approximately ¼ mile east of Watson Road (10-04-200-009 & 10-04-200-010).

- 2) That the Special Use be granted subject to the following stipulations:
 - 1. The Kane County Water Resources Department will require a stormwater permit for this development.
 - 2. An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Management will require a viable outfall and may require off-site work.
 - 3. Should the site introduce more than 5,000 sq ft of impervious, a BMP will be required for all impervious surfaces.
 - 4. A calculation for disconnected impervious area, created by the panels, will be required. A Best Management Practice will be required to encourage infiltration of runoff within the site.
 - 5. A drain tile study will be required, including upstream and downstream tile systems that rely on the drain tiles within the site. Water Resources is looking for the protection of the tile system that is in place, including but not limited to replacement in kind and observation and cleanout structures.
 - 6. Plantings within the development will not interfere with drain tiles. Planting plan should address the placement of vegetation and trees with long root systems that can interfere with tile systems and cause off site issues including surcharged drain tiles and blow outs of the drain tile systems.
 - 7. 80% vegetative coverage for plantings will be a requirement for the site.

- 8. Any fill within Floodplain or Depressional Storage will require Compensatory Storage. Compensatory Storage for any fill must be designed by a Licensed Professional Engineer.
- 9. A Wetland Delineation will be required. Any impacts to the Wetlands will require Mitigation.
- 10. The property is required to obtain an access permit to IL Route 38, and fulfill all access permit requirements from the Illinois Department of Transportation, prior to site development.
- 11. Add additional tree screening as shown on the Powerpoint slides submitted by Andy Melka to the County for use in the Zoning Board of Appeals meeting, and more specifically: Increase density of tree screening to 15' center-to-center, extend the line of screening as shown on the slides and with neighbor's permission, install alternating evergreen and deciduous trees, rather than only evergreen.
- 12. Revise the proposed fence from chain link to agricultural or "deer" fence, with metal 4" mesh (or similar) and treated wood fenceposts.
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on November 14, 2023

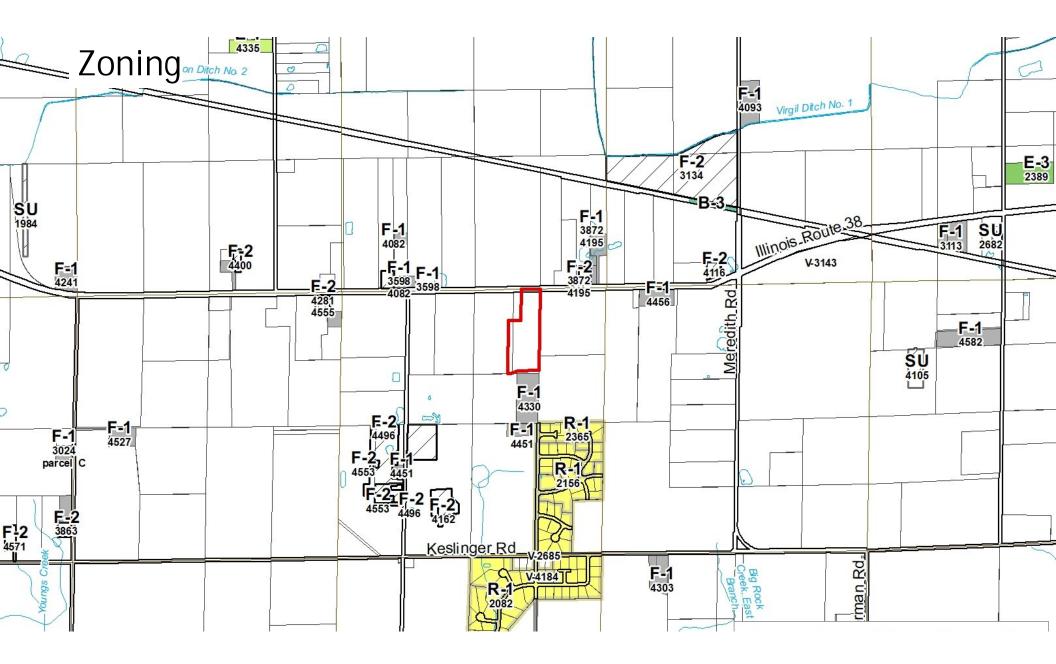
John A. Cunningham Clerk, County Board Kane County, Illinois Corinne Pierog Chairman, County Board Kane County, Illinois

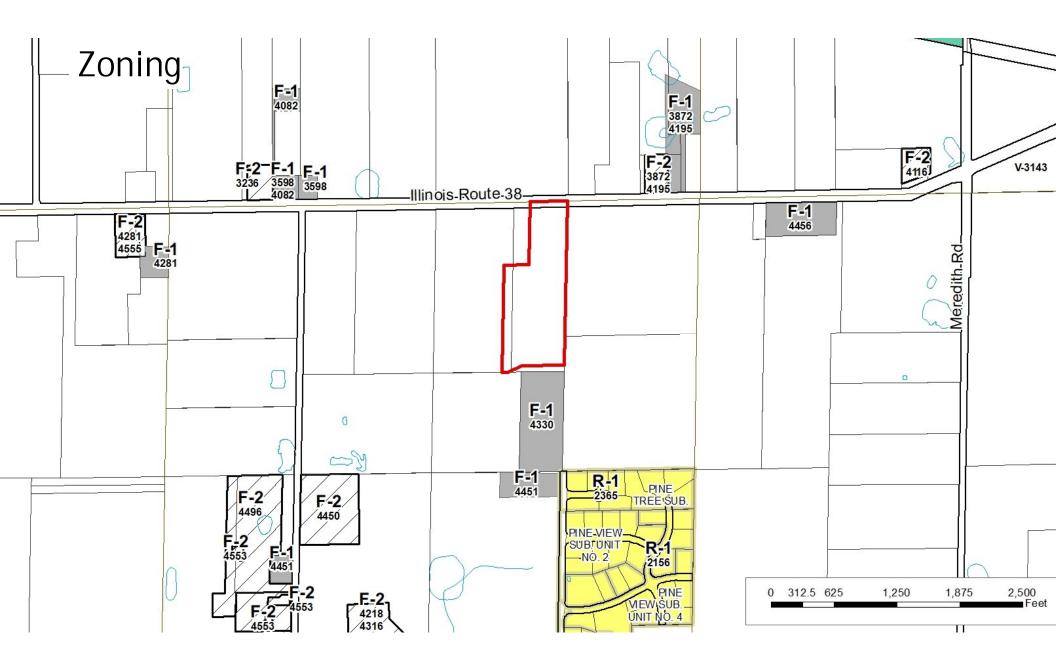
Vote:

#4618 JOHN HATCH, ET UX (KANESOLAR3, LLC) COUNTY BOARD MEMBER BILL LENERT DISTRICT 5

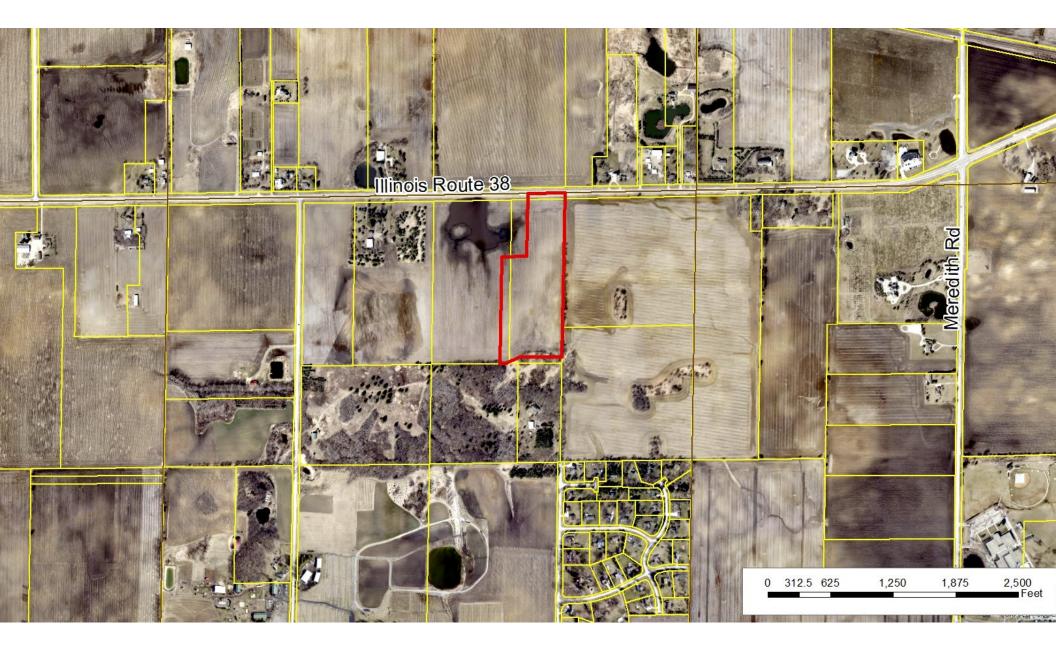
Requesting a Special Use request in the F-Farming District for a solar facility.

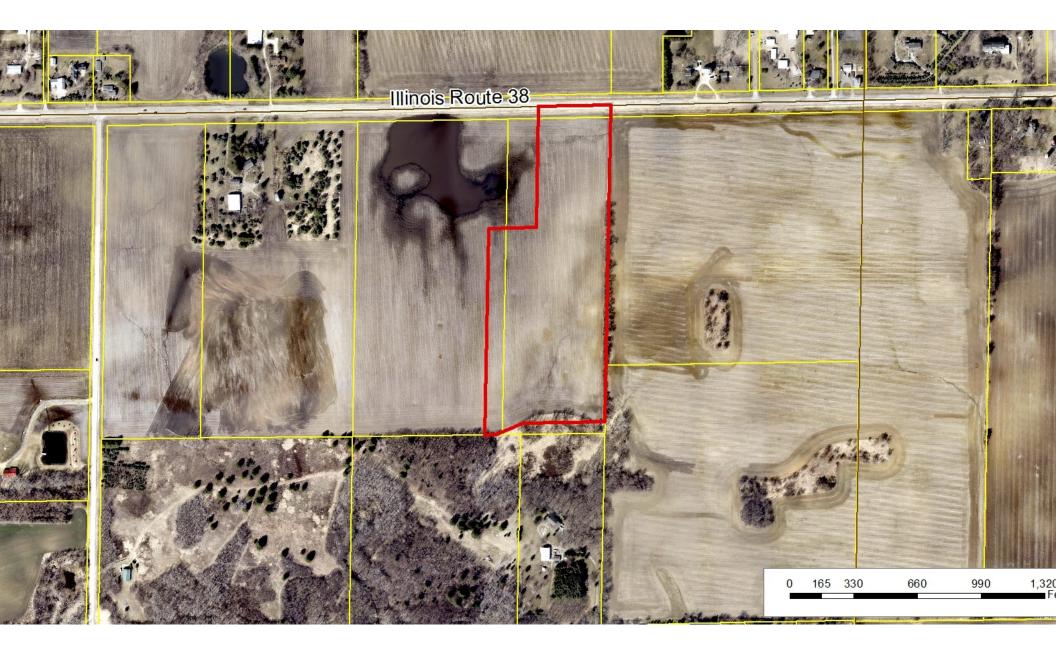


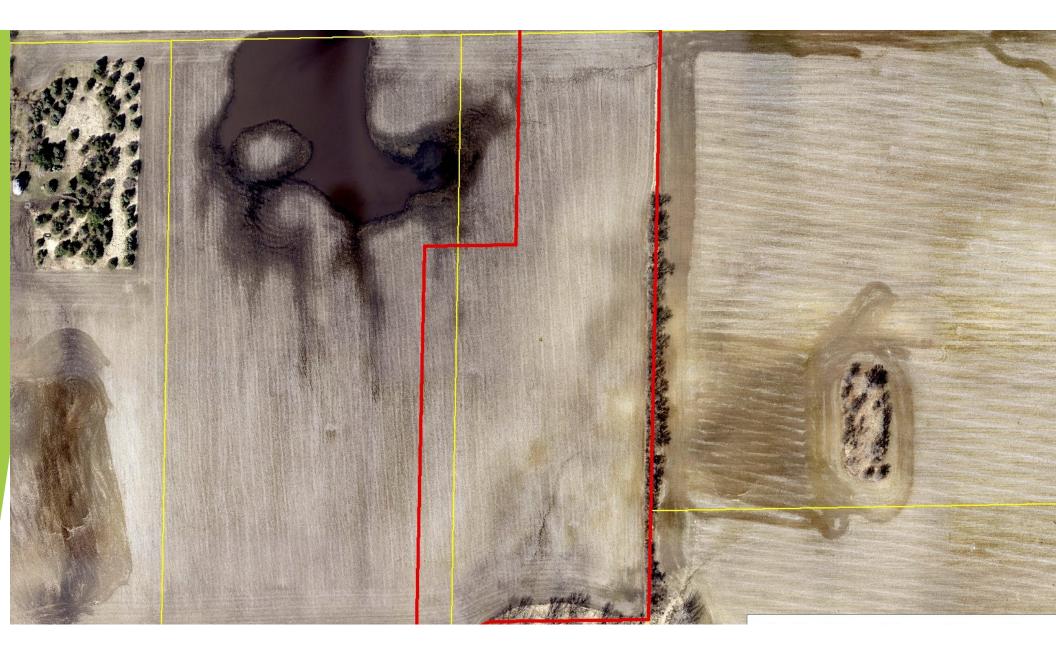


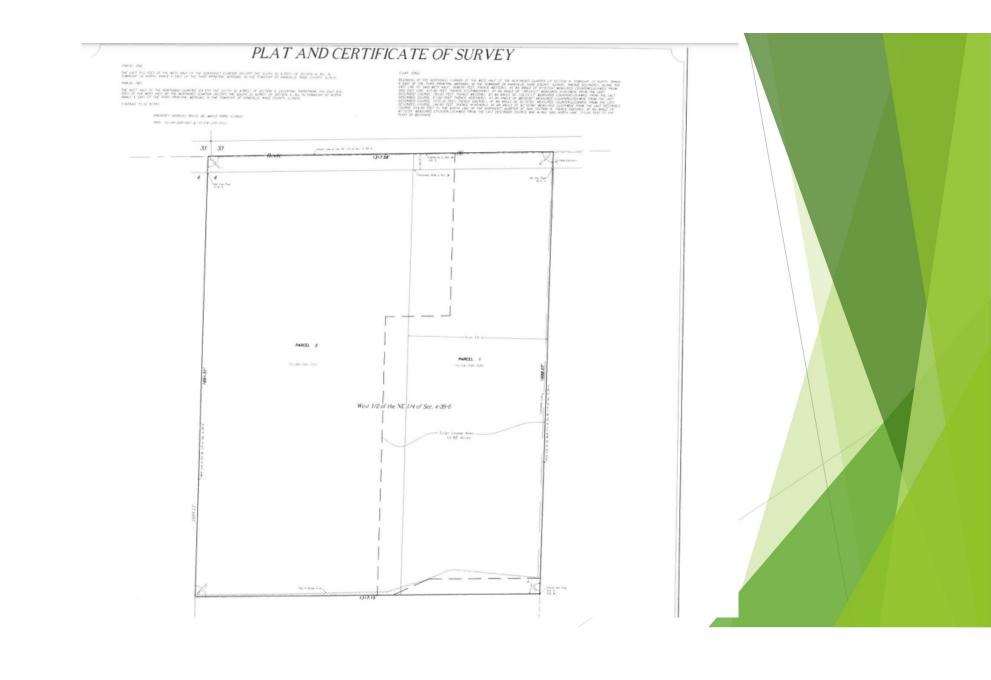


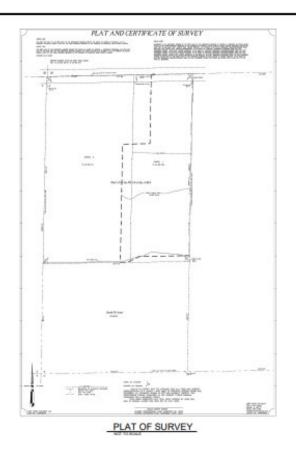








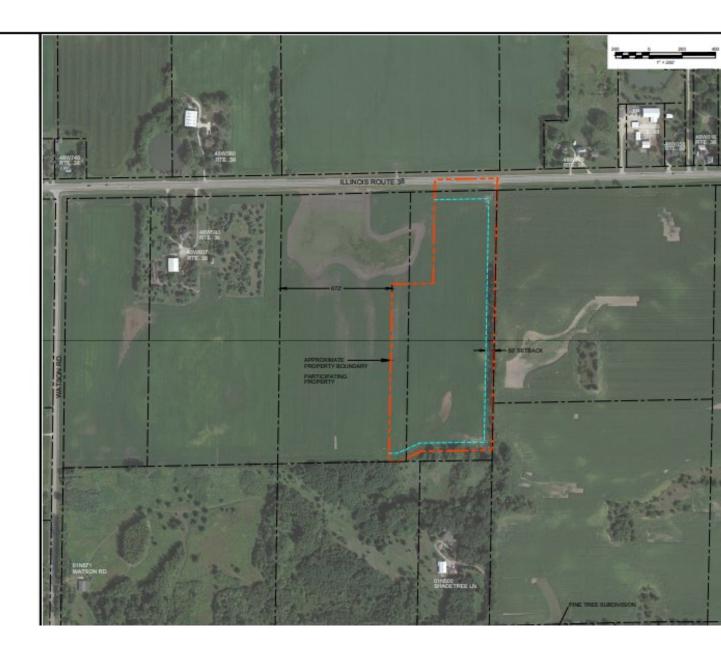






NOTES (APPLICABLE TO ALL SHEETS)

 INSOMETYVINKEELLINES, PARCEL ID MUSIERIIGI, ADDRESSES, AND ZOMING CLASSIFICKTONG SHOWN ARE FROM KAME COUNTY, SLINDS, GIS DATA >> Mpuntysish, sountyshare, organizationenenphanegiel, agectric 3) ALL PROVINTY MICES, LINE LOCATIONE ARE APRICIDENTS ONLY AND DO NOT REPRESENT A SLIVIEY. SEE THE REVERSE DOCUMENT FOR MORE BUTTALED LEAN. INFORMATION 11 MAGE SOURCE: GOOSLE EARTH SEPTEMBER 8, 3117

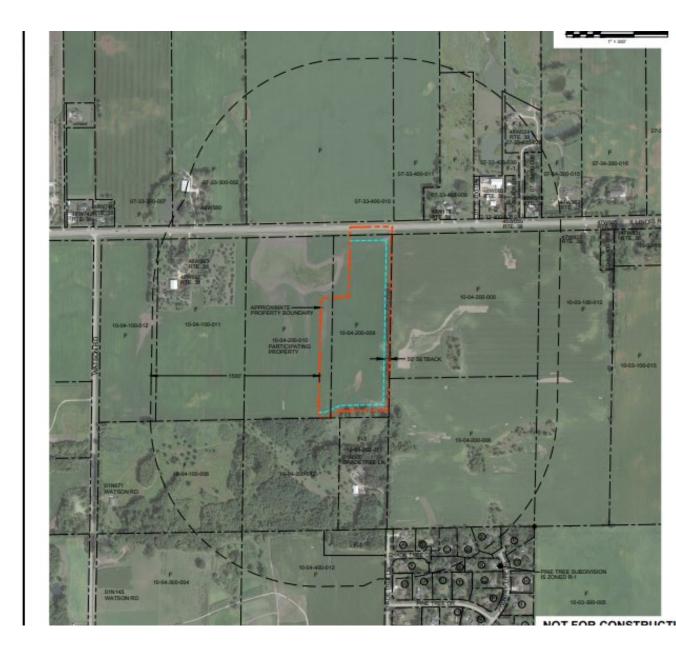


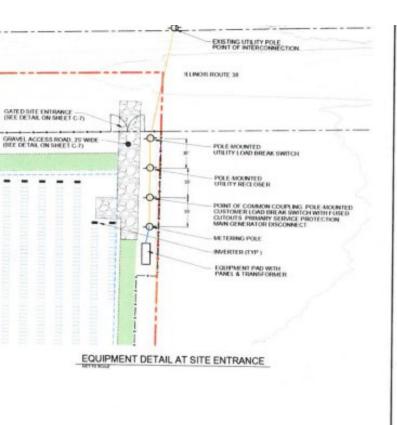
PINE TREE SUBDIVISION

time provide statements	A monantial	PARCEL ID		
PROPERTY	ADDAESS	the second second second		
0	CENERAL SHALLE THEFT.	10-04-626-007		
0	40W192 SHADE TREE CT.	18-84-426-008		
0	48W250 SHADE THEE CT.	18-84-428-809		
0	DEN450 COURTRY LIFE DR.	10-04-426-010		
0	DEMASS COUNTRY LIFE DR.	18-84-426-015		
0	BEN459 COUNTRY UP 5 DR.	18-84-428-005		
0	DEMAIN COLINERY LIFE DR.	10-04-428-006		
0	DINHLI COUNTRY LIFE DR.	18-04-428-000		
0	GENERAL COUNTRY LIFE DR.	18-84-428-802		
0	ABVICTA MEMANATIV DR.	10-04-428-008		
0	48W021 MILMAMOW DR.	18-84-478-002		
0	48WOST MUNAMOW DR.	18-84-478-001		
0	DENIES COUNTRY LIFE DR.	18-84-428-809		
0	REWLICE PLANE THEE OR.	18-84-427-005		
0	48W151 PIME TREE ON	18-84-427-804		
0	BRACERO PLINE THEE CIR.	10-04-426-008		
0	DENHOR COUNTRY LIFE DR.	18-84-426-006		
0	DEN458 COUNTRY UP 5 DR.	18-84-426-814		
0	48W218 SAADI TREE CT.	10-04-426-013		
0	48W134 PIME TREE OR	18-84-425-004		
0	48W160 PINE TREE OR.	18-84-426-803		
0	48W090 PINE THEE OR.	10-04-426-002		
0	OLMARI SHADE TREE LN.	18-84-426-000		
0	45W215 SHADE THEE CT.	18-84-426-012		

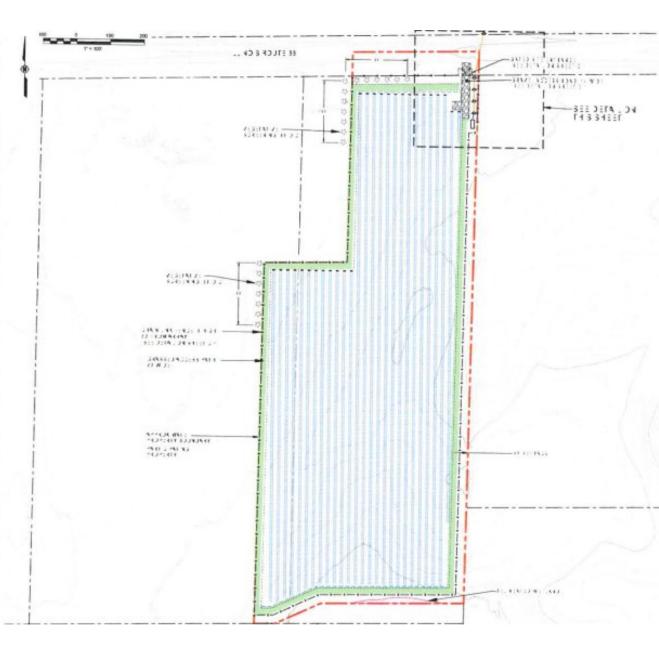
NOTE ALL PROPERTIES IN PINE TREE SUBDIVISION ARE ZONED IN 1.











Dale Hartmann, et ux (ILSolar05, LL

Staff recommended stipulations :

Kane County Water Resources Department states the following Stipulation:

- 1. STIPULATION: Water Resources will require a stormwater permit for this development.
- 2. STIPULATION: An Engineer's report will be required. Should the site introduce more than 25,000 sq ft of impervious area or more than 3 acres of disturbance, stormwater detention will be required. This impervious area is calculated cumulatively since 2002 for a site as per the Stormwater Ordinance. The Engineer's report must demonstrate that the peak flow for the site with the proposed development is not increased, stormwater detention may be required for the development to ensure this. Any required Stormwater Management will require a viable outfall and may require off-site work.
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John Hatch, et ux (KaneSolar3, LLC)

Staff recommended stipulations :

Kane County Division of Transportation states the following Stipulation:

1. The property is required to obtain an access permit to IL Route 38, and fulfill all access permit requirements from the Illinois Department of Transportation, prior to site development.

John Hatch, et ux (KaneSolar3, LLC)

Staff recommended comments:

Approval of the Special Use would allow a solar facility to be constructed on the property.



John Hatch, et ux (KaneSolar3, LLC)

Regional Planning Commission: N/A

Zoning Board of Appeals: Approval with the recommended stipulations as well as the following Petitioner stipulations:

11. Add additional tree screening as shown on the Powerpoint slides submitted by Andy Melka to the County for use in the Zoning Board of Appeals meeting, and more specifically: Increase density of tree screening to 15' center-to-center, extend the line of screening as shown on the slides and with neighbor' s permission, install alternating evergreen and deciduous trees, rather than only evergreen.

12. Revise the proposed fence from chain link to agricultural or deer" fence, with metal 4" mesh (or similar) and treated wood fenceposts.

Development Committee: To be determined

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-23-1439

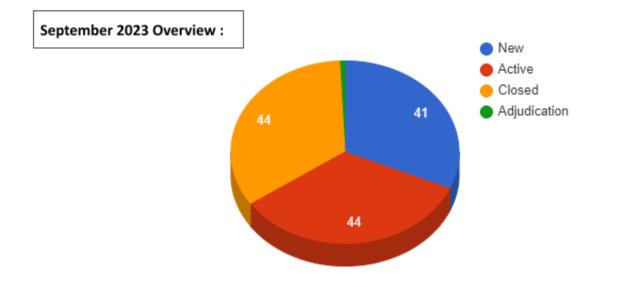
MONTHLY REPORT (ATTACHED)



Kane County Property Code Enforcement Division September 2023 Monthly Report

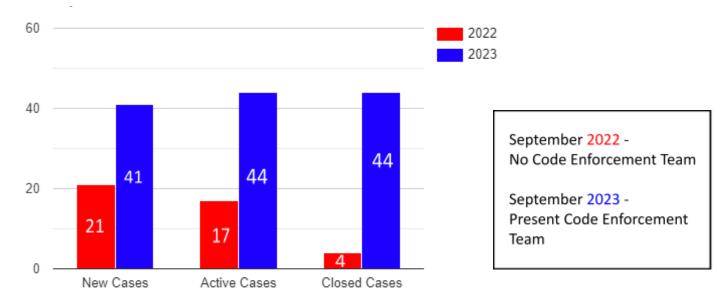
Monthly Data - September 2023

New Cases	Closed	Active as of September 30,2023	Adjudication
41	44	44	1



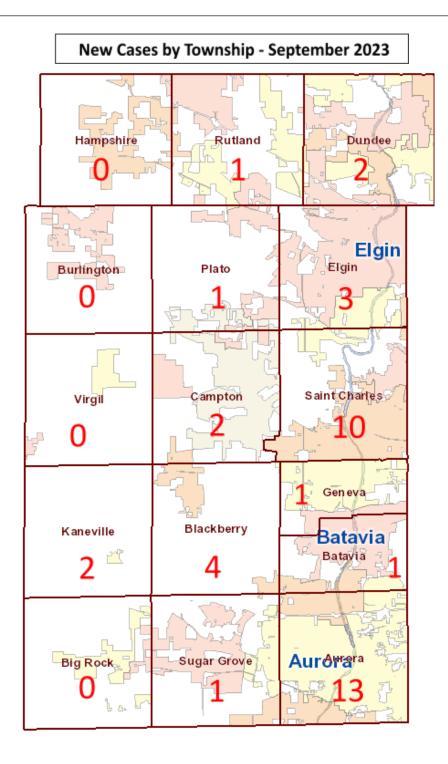
September 2022 / 2023

Cases



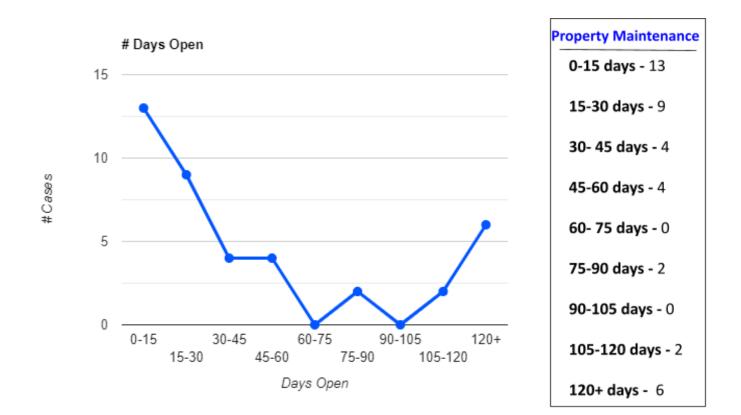


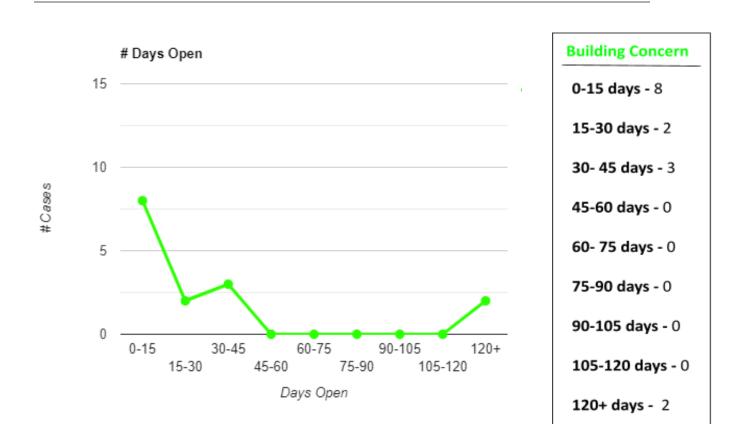
New Cases by County District - September 2023					
District 1	1	District 9	0	District 17	0
District 2	2	District 10	0	District 18	4
District 3	4	District 11	0	District 19	0
District 4	0	District 12	8	District 20	0
District 5	3	District 13	0	District 21	1
District 6	2	District 14	4	District 22	1
District 7	3	District 15	3	District 23	1
District 8	3	District 16	1	District 24	0

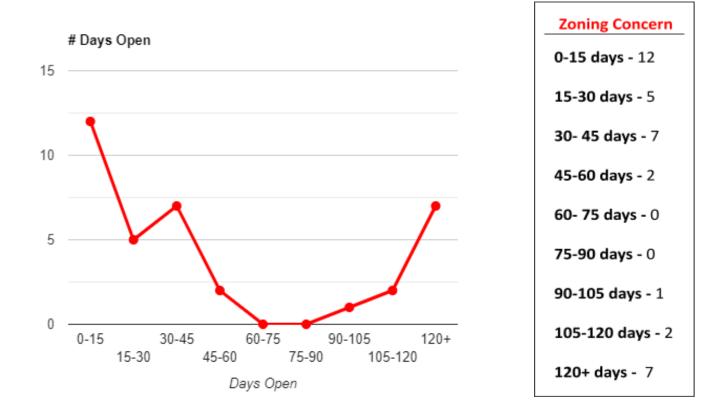


Violation Types	Violation Subtype	25
	Lawn Maintenance/Noxious Weeds	17
	Junk/Debris/Garbage	25
Nuisson (Description Maintenant	Storage of Building Materials	2
Nuisance/Property Maintenance	Building Exterior	2
	Vacant Dwelling	1
	Mosquito Breeding Site	1
	Pools	1
Building Concerns	Fences	3
	Building (w/o a permit)	10
	Unsafe Structures	1
	Chicken/Rooster/ Livestock	7
	Domestic Animals	0
	Housing Bees	0
Zoning Concerns	Storage Containers on Property	0
	Commercial/ Inoperable Vehicles	20
	Boat/ Trailer/ RV	6
	Running a Business from Property	11
	Parking	10

	Noise	1
Other Concerns	Illegal Burning/ Fires	0
Multiple Department Violations	Health Department	2
	Water Resources	7
	Building/Zoning Department	2







Year to Date Overview April-September 2023

Collin Miller - Code Enforcement/ Building Inspector started February 15, 2023

John Mall - Code Enforcement Officer started March 13, 2023

Brittny Garcia - Code Enforcement Administrative Assistant started July 31, 2023

2022/2023 Month Comparison							
April 2022 April 2023	New Cases	19 40	May 2022 May 2023	New Cases	18 48	June 2022 June 2023 New Cases	35 50
April 2022 April 2023	Active Cases	16 39	May 2022 May 2023	Active Cases	14 19	June 2022 June 2023 Active Cases	26 57
April 2022 April 2023	Closed Cases	3 23	May 2022 May 2023	Closed Cases	4 29	June 2022 June 2023 Closed Cases	9 54
April 2022 April 2023	Adjudication	1 0	May 2022 May 2023	Adjudication	0 0	June 2022 June 2023 Adjudication	1 2
April 2022 April 2023	Total Caseload	19 62	May 2022 May 2023	Total Caseload	18 48	June 2022TotalJune 2023Caseload	35 111
July 2022 July 2023	New Cases	28 21	August 2022 August 2023	Now Cases	17 50	September 2022 September 2023	21 41
July 2022 July 2023	Active Cases	19 50	August 2022 August 2023	Active Cases	14 46	September 2022 September 2023	17 44
July 2022 July 2023	Closed Cases	9 28	August 2022 August 2023	Closed Cases	3 53	September 2022 Closed Cases September 2023	44
July 2022 July 2023	Adjudication	0 3	August 2022 August 2023	Adjudication	0 2	September 2022 Adjudication September 2023	0 1
July 2022 July 2023	Total Caseload	28 78	August 2022 August 2023	Casalaad	17 99	September 2022 Total September 2023 Caseload	21 88



End of September 2023 Kane County Property Code Enforcement Monthly Report

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-23-1444

MONTHLY REPORT (ATTACHED)

Kane County Development & Community Services Department

Planning & Special Projects Division Monthly Report – October 2023

In addition to regular ongoing activities, the following are highlights of regional land, agriculture and other Planning Division activities of the past month grouped by category.

ENERGY AND ENVIRONMENTAL

Fabulous Fox! Water Trail

During the week of Sept. 25th, Karen Miller worked with a team of staff to interview consultants who will be tasked with developing a feasibility study on the access sites along the Fox River in Kane County. Karen participated in an event with the Friends of the Fox River on Sept. 28th. On Oct. 3rd Karen hosted the monthly Core Development Team meeting. On Oct. 5th Karen met with Kim Gilmore, the County's consultant, to further discuss the marketing plan for the Water Trail.

Chicago Region Trees Initiative

On Sept. 27th, Karen Miller participated in a training on Community Engagement hosted by Forests in Cities.

Fox River Ecosystem Partnership

Karen Miller, as member of the Executive Committee, participated in the Executive Committee meeting and Noon Network on Oct. 11th.

FOOD AND AGRICULTURE

Nutrition Exercise and Weight (NEW) Action Team

Matt Tansley joined a meeting of the Nutrition Exercise and Weight Action Team on October 5th. The group discussed ways to promote the ongoing Community Health Assessment survey. Participants also reviewed wellness resources that could be promoted at upcoming health fairs/events.

Urban Agriculture Innovative Production Program

On September 26th Matt Tansley attended a virtual quarterly meeting of grantees for USDA's Urban Agriculture Innovative Production grant program. USDA administrators reviewed the process for submitting grant disbursement claims and grantees shared project progress updates.

Climate Action Team

Matt Tansley participated in a meeting of the Kane County Climate Action Team on September 21st, including breakout sessions with the Local Food & Agriculture and the Water, Wastewater, and Flooding sub-teams.

Farmland Protection

Janice Hill and Matt Tansley attended an event sponsored by the American Farmland Trust at the farm of an early participant in Kane County's Farmland Protection Program. Janice gave a presentation on the Farmland Protection Program to 40+ members of the AFT in attendance.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-23-1443

AUTHORIZING ACCEPTANCE OF THE DCEO TOURISM ATTRACTION GRANT

WHEREAS, Kane County has prepared and submitted an application to the Illinois Department of Commerce and Economic Opportunity (DCEO) Tourism Attraction Grant Program for funding to be used for the purpose of infrastructure improvements to the Fabulous Fox! Water Trail in Kane County and help the economic recovery of the tourism industry from the COVID-19 pandemic; and

WHEREAS, Kane County has received a notice of award from DCEO indicating it has been awarded a \$270,000 DCEO Tourism Attraction Grant.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the acceptance of the \$270,000 DCEO Travel and Tourism grant, and authorizes the Kane County Board Chairman to sign all grant documents as necessary to facilitate the County's application, acceptance and administration of the Illinois Department of Commerce and Economic Opportunity (DCEO) Tourism Attraction Grant Program.

Line Item: 400.690.710 50150 Line Item Description: Contracts and Consulting Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes Are funds currently available for this Personnel/Item/Service in the specific line item? Yes If funds are not currently available in the specified line item, where are the funds available? n/a

Passed by the Kane County Board on November 14, 2023.

John A. Cunningham, MBA, J.D. Clerk, County Board Kane County, Illinois Corinne M. Pierog MA, MBA Chairman, County Board Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

Authorizing Acceptance of the DCEO Tourism Attaction Grant

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mark VanKerkhoff, (630)232-3451

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$ 270,000.00
If not budgeted, explain funding source: Reimbu	rsement grant included in submitted 2024
Budget	

Summary:

Kane County has prepared and submitted an application to the Illinois Department of Commerce and Economic Opportunity (DCEO). Kane County has received a notice of award from DCEO indicating it has been awarded a \$270,000 Tourism Attraction grant.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-23-1440

AUTHORIZING A CONTRACT WITH HEY AND ASSOCIATES, INC., FOR CIVIL ENGINEERING SERVICES FOR THE FABULOUS FOX! WATER TRAIL IN KANE COUNTY

WHEREAS, Kane County Development and Community Services is seeking to authorize a contract with Hey and Associates, Inc., for civil engineering services for infrastructure improvements to the Fabulous Fox! Water Trail; and

WHEREAS, Kane County documented the need to undertake infrastructure improvements in its application to the State of Illinois Tourism Attraction Grant Program, where from this program funds were awarded to local governments and tourism organizations to undertake projects to accelerate economic recovery from the COVID-19 pandemic for the tourism industry; and

WHEREAS, Kane County has been awarded \$270,000.00 in funding by the State of Illinois Tourism Attraction Grant Program to undertake infrastructure improvements to the Fabulous Fox! Water Trail in Kane County; and

WHEREAS, the Kane County Board passed Resolution #22 - 318 Authorizing the Use of State and Local Fiscal Recovery Funds Pursuant to the American Rescue Plan Act to Fund the Fabulous Fox! Water Trail Promotion and Infrastructure Project; and

WHEREAS, the Kane County Purchasing Department issued RFQ 23-047 - Consultant For Fabulous Fox!; and

WHEREAS, the Kane County Development and Community Services Department assembled a review panel of County staff, which after reviewing and scoring the consultant's proposal to RFQ 23-047 - Consultant For Fabulous Fox!, determined that Hey and Associates, Inc., exceeded the selection criteria established in accordance with Purchasing Department guidelines; and:

WHEREAS, Hey and Associates, Inc., has provided valuable civil engineering services to date to many communities and organizations as included in their responses to RFQ 23-047 ; and

WHEREAS, Kane County Development and Community Services will pay for the requested civil engineering services with American Rescue Plan Act funds authorized by County Board Resolution #22 - 318 and with \$270,000 (One Hundred Thousand Dollars) to be reimbursed by the State of Illinois through the Tourism Attraction Grant Program

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board is authorized to execute a contract with Hey and Associates, Inc., not to exceed \$250,000.00.

Line Item: 400.690.710.50150 Line Item Description: Contracts and Consulting Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes Are funds currently available for this Personnel/Item/Service in the specific line item? Yes If funds are not currently available in the specified line item, where are the funds available? n/a

Passed by the Kane County Board on November 14, 2023.

John A. Cunningham, MBA, J.D. Clerk, County Board Kane County, Illinois Corinne M. Pierog MA, MBA Chairman, County Board Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

Authorize a Contract between Kane County and Hey and Associates, Inc.

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mark VanKerkhoff (630) 232-3451

Budget Information:

Was this item budgeted? Yes	Appropriation Amount not to exceed \$250,000.00
If not budgeted, explain funding source:	

Summary:

This resolution will authorize a contract between Kane County and Hey and Associates, Inc., for civil engineering services for infrastructure improvements to the Fabulous Fox! Water Trail in Kane County. Payments will be made from Kane County American Rescue Plan funds authorized by County Board Resolution #22 - 318 Authorizing the Use of State and Local Fiscal Recovery Funds Pursuant to the American Rescue Plan Act to Fund the Fabulous Fox! Water Trail Promotion and Infrastructure Project. \$270,000 will reimbursed by the State of Illinois through the Tourism Attractions Grant Program.

CONTRACT FOR PROFESSIONAL SERVICES

Agreement for Consulting Services for the Fabulous Fox! Water Trail Access Infrastructure Project

This agreement is entered into this _____ day of _____, 2023, and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** with offices at 719 S. Batavia Avenue, Geneva, Illinois 60134 (the "*County*"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and Hey & Associates, Inc. with offices at 26575 W. Commerce Dr., Suite 601, Volo, IL 60073 (the "*Consultant*"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant as the **Consulting Firm for the Fabulous Fox! Water Trail Access Infrastructure Project**

§ 2. Scope of services

The services to be provided by the Consultant (the "Work"), are set forth in the attached Exhibit 1.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue through May 31, 2025, beyond which the contract can be mutually extended until project completion date of December 31, 2026 based on the professional fees established in **Exhibit 2**.

§ 4. Relationship of parties

The Consultant will serve as the County's Consulting Firm in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

(a) The County will pay the Consultant an amount not to exceed as noted in Exhibit 2 which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in Exhibit 2. The County will pay each such invoice within 45 days of its receipt.

§ 6. Terms and conditions

- (a) The Director of the Kane County Development & Community Services Department (The "*Director*"), or his written designee, shall act as the County's representative (the "Client") with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
- (b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 1**. If any such change is not within the scope of services, the Consultant will so notify the County Board and will submit a proposed change

order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in the **Exhibit 2**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.

- (c) The County may, anytime and without cause, upon notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 45 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

§ 7. Ownership of Documents and Confidentiality

The documentation for this engagement, including the work papers, is the property of the County of Kane.

§ 8. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 9. Indemnity and Release

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise solely as a result of the willful misconduct or fraudulent behavior of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

The terms of this section shall apply to any claims of any kind, including but limited to contract, tort, or negligence of any party, including the County or Hey & Associates, Inc.

In the unlikely event that differences concerning Hey & Associates, Inc. services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the County and Hey & Associates, Inc. agree not to demand a trial by jury in any action, proceeding, or counterclaims arising out of or relating to our services and fees for this engagement. Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards.

Neither this agreement, nor any claim, rights nor licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this agreement to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this agreement.

§ 10. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the insurance coverage requested in the RFQ-047.

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage specified in the RFQ-047, which names the County as an additional insured on all policies except Workmen's Compensation and Professional Liability, and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

(A) Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.

Limits: Aggregate

\$2,000,000

§ 11. EQUAL EMPLOYMENT OPPORTUNITY.

i.

The equal employment opportunity clause required by the in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

§ 12. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director. The Director consents to the one subcontractor that was presented in Hey & Associates, Inc. submission to RFQ-047.

§13. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, or sent by first class mail, postage prepaid to:

Kane County Government Center

Mark VanKerkhoff, Director Development & Community Services 719 S. Batavia Ave. Geneva, IL 60134

Company Name

Jeff Wickenkamp, Project Principal Hey and Associates, Inc. 26575 W. Commerce Dr., Suite 601 Volo, IL 60073

Notice *via* email shall be effective as of the date and time set forth on the email produced by the sending email. Notice by first class mail shall be effective four days after mailing.

§ 14. Miscellaneous

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by 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 and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.

- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

County of Kane

Consultant Name

Mark D. VanKerkhoff, Director Development & Community Services Department Jeff Wickenkamp, Project Principal Hey & Associates, Inc.

Date: _____

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

FOR

Consultant for Fabulous Fox! Water Trail Access Infrastructure Project

1. Qualifications and Requirements

The project is anticipated to be divided into five (5) phases and may be awarded under one or more contract for specific phases.

Phase 1: Outreach & Data Gathering

In Phase 1, Kane County staff will coordinate an outreach effort to meet with the public riverfront landowners in order solicit their input on needed upgrades to existing water trail access sites as well as opportunities for new access facilities on public property within their jurisdictions. Public riverfront landowners include municipalities, park districts, and the Forest Preserve District of Kane County. The Consultant will attend these meetings (a likely combination of in-person and virtual meetings) to gather and organize data that will be used in the Feasibility and Prioritization phase of the project.

Phase 2: Feasibility and Prioritization

In Phase 2, the Consultant will assist the County in identifying a minimum of 11 sites on the Fox River in Kane County which are suitable for water trail access improvements. Several potential sites have already been preliminarily identified for consideration. Utilizing Universal Design guidelines included in the "River Access Planning Guide" in the project development and design are highly valued.

Suitability factors to be used for site identification & prioritization will include:

- ☐ public landowner interest and involvement
- ☐ functionality of current access facilities including accessibility constraints
- \ominus permitting complexities
- proximity to important supportive services for visitors (restrooms, shelters, potable water, restaurants, shopping, hotels, outfitters, etc.)
- proximity/connectivity with other historical/ecological/cultural and/or recreational features
- \ominus estimated construction cost
- \exists longterm costs of maintaining the proposed site access infrastructure.

This phase will include correspondence and meetings (virtual or in-person) with County staff

and public landowners, site visits to potential sites for new launches or sites to be improved. Phase 1 will conclude with the preparation of a report which summarizes the work completed and makes recommendations and prioritizations for the sites considered. The report shall include preliminary cost estimates for recommended improvements.

Kane County will provide all available GIS data to the Consultant, including current and historical aerials, topographic contours, parcel boundaries, soils, floodplain, wetlands, as well as existing site access points shown on the Fabulous Fox! Water Trail webpage.

Upon the conclusion of Phase 2, Kane County staff will coordinate with the Kane County Board and landowners. A decision will be made as to which of the proposed access sites will be constructed and which existing sites will receive improvements/upgrades.

Phase 3: Engineering Design & Permitting

In Phase 3, coordination with Kane County and local landowners is expected. The Consultant will prepare engineering drawings and permit applications for the selected access sites. The Consultant will be expected to coordinate with both the County and the public landowners of each proposed site during the development of the design plans. The Consultant will prepare the necessary permit applications and submit the applications and plans to the agencies for approval. Anticipated agencies include the

U.S. Army Corps of Engineers, U.S. Fish & Wildlife Service, IL Dept. of Natural Resources-Office of Water Resources, IL Environmental Protection Agency, Kane- DuPage Soil & Water Conservation District, and the local municipality.

Phase 4: Bidding

In Phase 4, the Consultant will assist the County through the bid process, including the preparation of the construction bid package, reviewing the bids received by the County, and assisting the County in awarding the construction contract to the most qualified bidder.

Phase 5: Construction

In Phase 5, the Consultant will be expected to serve as the County's representative during construction. The Consultant will provide construction management and observation services to the County to ensure the selected water trail access improvements are constructed in accordance with the permitted plans and construction documents.

Kane County anticipates that Phase 1, Phase 2, and Phase 3 will be awarded under a single contract with the option for an additional contract with the Consultant Team for Phases 4 and 5. The County has allocated up to \$250,000 for consultant services for all phases of the project. The construction budget is estimated to be \$1,200,000.

Phase 1 and Phase 2 are anticipated to be completed by May 2024. Phase 3 is anticipated to be completed by May 2025 (engineering complete and permits received). Construction of all improvements must be completed by December 2026.

Hey and Associates, Inc.

Compensation

-			
Reim	bursab	le Ex	pense

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Profession	Hourly Bill Rate	Reimbursable expenses shall be reimburse		
Engineering		service charge. Such expenses shall include travel reproduction shipping/delivery as	de, but are not necessarily limited to erial photographs, phone and other	
Senior Principal Civil Engineer	\$225	communication charges, consultants and subcontractor fees, equipment supply costs related to the execution of the project. Fixed reimbursable exp costs are as follows:		
Principal Civil Engineer	\$200			
Senior Civil Engineer	\$180			
Civil Engineer I to V	\$125-165	Travel	\$.65/mile	
Water Resources Specialist I to V	\$120-160	Copies	\$.20/page	
Engineering Technician I to V	\$110-150	Software/Digital Resource Charge	\$100.00/project	
Lake and Survey Services Manager	\$150	ATV Usage	\$ 40.00/hour	
Ecological Services		ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour	
Senior Principal Ecologist	\$200	Boat Usage	\$ 75.00/hour	
Senior Project Scientist	\$175	Chain Saw Usage	\$ 20.00/hour	
Environmental Services Manager	\$155	Additional Plotting, B & W	\$.90/sq. ft.	
Environmental Scientist I to V	\$105-145	Additional Plotting, Color	\$ 2.75/sq. ft.	
Environmental Intern	\$50	Additional Plotting, Mylar	\$ 4.50/sq. ft.	
Landscape Architecture		Flow Meter	\$ 50.00/day	
Senior Landscape Architect	\$180	GPS Rover	\$350.00/day	
Landscape Architect I to V	\$115-155	Total Station/GPS Equipment	\$100.00/day	
Landscape Designer	\$110	Unmanned Aerial Reconnaissance	Per Project	
Erosion Control		Insurance		
Senior Erosion and Sediment Control Specialist	\$175	Throughout the duration of the project, Hey will procure and main		
Erosion and Sediment Control Specialist	\$110	following insurance:		
Design Support		Liability	Limits of Liability	
CAD Technician	\$100	Workers' Compensation and		
GIS Specialist	\$100	Employer's Liability	\$ 500,000 each incident	
Administration		Commercial General Liability	\$ 2,000,000	
Senior Administrator	\$120	Professional Liability	\$ 2,000,000	
Accounting Administrator	\$95	Automobile Liability	\$ 1,000,000	
Administrative/Marketing Assistant	\$90			
Expert Testimony		Within the limits of this insurance, Hey agree		

Rates to be determined on per-project basis

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-23-1464

AUTHORIZING ACCEPTANCE OF THE DCEO TRAVEL AND TOURISM GRANT

WHEREAS, Kane County has prepared and submitted an application to the Illinois Department of Commerce and Economic Opportunity (DCEO) Travel and Tourism Grant Program for funding to be used for the purpose of marketing the Fabulous Fox! Water Trail in Kane County and help the economic recovery of the tourism industry from the COVID-19 pandemic; and

WHEREAS, Kane County has received a notice of award from DCEO indicating it has been awarded a \$100,000 DCEO Travel and Tourism Grant.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the acceptance of the \$100,000 DCEO Travel and Tourism Grant, and authorizes the Kane County Board Chairman to sign all grant documents as necessary to facilitate the County's application, acceptance and administration of the Illinois Department of Commerce and Economic Opportunity (DCEO) Travel and Tourism Grant program

Line Item: 400.690.710 Line Item Description: Contracts and Consulting Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes Are funds currently available for this Personnel/Item/Service in the specific line item? Yes If funds are not currently available in the specified line item, where are the funds available? n/a

Passed by the Kane County Board on November 14, 2023.

John A. Cunningham, MBA, J.D. Clerk, County Board Kane County, Illinois Corinne M. Pierog MA, MBA Chairman, County Board Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

Authorizing Acceptance of the DCEO Travel and Tourism Grant

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mark VanKerkhoff, (630)232-3451

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$100, 000.00
If not budgeted, explain funding source: Reimbu	rsement grant included in submitted 2024
Budget	

Summary:

Kane County has prepared and submitted an application to the Illinois Department of Commerce and Economic Opportunity (DCEO) Kane County has received a notice of award from DCEO indicating it has been awarded a \$100,000 Travel and Tourism grant.

STATE OF ILLINOIS)

COUNTY OF KANE)

RESOLUTION NO. TMP-23-1465

SS.

AUTHORIZING A CONTRACT WITH GILMORE MARKETING CONCEPTS, INC. (GMCI), FOR MARKETING SERVICES FOR THE FABULOUS FOX! WATER TRAIL AND AGRI-TOURISM IN KANE COUNTY

WHEREAS, Kane County Development and Community Services is seeking to authorize a contract with Gilmore Marketing Concepts, Inc. (GMCI), for marketing services for the Fabulous Fox! Water Trail and agri-tourism in Kane County.; and

WHEREAS, Kane County documented the need to undertake marketing in its application to the State of Illinois Travel and Tourism Grant Program, where from this program funds were awarded to local governments, and regional economic development organizations to undertake marketing to accelerate economic recovery from the COVID-19 pandemic for the tourism industry; and

WHEREAS, Kane County has been awarded \$100,000.00 in funding by the State of Illinois Tourism and Travel Grant Program to market the Fabulous Fox! Water Trail in Kane County; and

WHEREAS, the Kane County Purchasing Department issued RFQ #: 22-020 Marketing of the Fabulous Fox! Water Trail Segment in Kane County; and

WHEREAS, The Kane County Development and Community Services Department assembled a review panel of County staff, which after reviewing and scoring the consultant's proposal to RFQ #22-020, determined that Gilmore Marketing Concepts, Inc. (GMCI) exceeded the selection criteria established in accordance with Purchasing Department guidelines; and:

WHEREAS, Gilmore Marketing Concepts, Inc. (GMCI), has provided valuable marketing services to date to many communities and organizations as included in their responses to RFQ#22-020; and

WHEREAS, Gilmore Marketing Concepts, Inc. (GMCI), has provided valuable marketing services to date to Kane County by completing the Fabulous Fox! Water Trail Marketing & Communication Plan in 2022 and by writing the text for the successful application to DCEO for the \$100,000 Travel and Tourism Grant awarded to Kane County; and

WHEREAS, Kane County Development and Community Services will pay for the requested consulting services with \$250,000.00 (One Hundred Thousand Dollars) in Kane County Economic Development Funds (Fund 400), with \$100,000 (One Hundred Thousand Dollars) to be reimbursed by the State of Illinois through the Travel and Tourism Grant Program and by American Rescue Plan Act funds authorized by County Board Resolution #22 - 318 Authorizing the Use of State and Local Fiscal Recovery Funds Pursuant to the American Rescue Plan Act to Fund the Fabulous Fox! Water Trail Promotion and Infrastructure Project.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board is authorized to execute a contract with Gilmore Marketing Concepts, Inc. (GMCI), not to exceed \$250,000.00 (Two Hundred Fifty Thousand Dollars).

Line Item: 400.690.710 50150

Line Item Description: Contracts and Consulting

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes Are funds currently available for this Personnel/Item/Service in the specific line item? Yes If funds are not currently available in the specified line item, where are the funds available? n/a

Passed by the Kane County Board on November 14, 2023.

John A. Cunningham, MBA, J.D. Clerk, County Board Kane County, Illinois Corinne M. Pierog MA, MBA Chairman, County Board Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

Authorizing a Contract with Gilmore Marketing Concepts, Inc. (GMCI), for Marketing Services for he Fabulous Fox! Water Trail and Agri-tourism in Kane County

Committee Flow:

Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact:

Mark VanKerkhoff, (630) 232-3451

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$100,000.00
If not budgeted, explain funding source: n/a	

Summary:

This resolution will authorize a contract between Kane County and Gilmore Marketing Concepts, Inc. (GMCI), for marketing services for the Fabulous Fox! Water Trail and Agri-tourism in Kane County. Payments will be made from the Kane County Economic Development Funds (Fund 400). \$100,000 will reimbursed by the State of Illinois through the Travel and Tourism Grant Program and by American Rescue Plan Act funds authorized by County Board Resolution #22 - 318 Authorizing the Use of State and Local Fiscal Recovery Funds Pursuant to the American Rescue Plan Act to Fund the Fabulous Fox! Water Trail Promotion and Infrastructure Project.

CONTRACT FOR PROFESSIONAL SERVICES

Agreement for Marketing of the Fabulous Fox! Water Trail Segment in Kane County

This agreement is entered into this _____ day of _____, 2023, and will be effective as of the date of final execution of this contract, between the **COUNTY OF KANE** with offices at 719 S. Batavia Avenue, Geneva, Illinois 60134 (the "*County*"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and Gilmore Marketing Concepts, Inc. (DBA GMCI Creative), with offices located at 1595 Weld Road, Suite 6, Elgin, Illinois 60123 (the "*Consultant*"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

§ 1. Purpose of agreement

The County hereby retains the Consultant to assist with plan for marketing the Fabulous Fox! Water Trail segment in Kane County.

§ 2. Scope of services

The services to be provided by the Consultant (the "Work"), are set forth in Exhibit 1.

§ 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue through October 31, 2025, beyond which the contract can be mutually extended annually for an additional 3 years based on the professional fees established in **Exhibit 2**.

§ 4. Relationship of parties

The Consultant will serve as the County's professional service consultant in the performance of the Work. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

§ 5. Compensation

(a) The County will pay the Consultant an amount not to exceed as noted in **Exhibit 2** for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed at the hourly rates set forth in **Exhibit 2**. The County will pay each such invoice within 45 days of its receipt.

§ 6. Terms and conditions

- (a) The Director of the Kane County Development & Community Services Department (The "*Director*"), or his written designee, shall act as the County's representative (the "Client") with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
- (b) The Director may, by written order, make changes in specific work items if such changes are within the scope of services set forth in **Exhibit 1**. If any such change is not within the scope

of services, the Consultant will so notify the Director and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be those set forth in **Exhibit 2**. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.

- (c) The County may, anytime and without cause, upon notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received from the County under or resulting from this agreement, all of which is the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 45 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.
- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to time sheets and billing data related to the Work performed under this agreement.

§ 7. Ownership of Documents and Confidentiality

The documentation for this engagement, including the work papers, is the property of the County of Kane.

§ 8. Responsibility of Consultant

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

§ 9. Indemnity and Release

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Director, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise solely as a result of the willful misconduct or fraudulent behavior of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

The terms of this section shall apply to any claims of any kind, including but limited to contract, tort, or negligence of any party, including the County or Gilmore Marketing Concepts, Inc. (DBA GMCI Creative).

In the unlikely event that differences concerning Gilmore Marketing Concepts, Inc. (DBA GMCI Creative) services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the County and Gilmore Marketing Concepts, Inc. (DBA GMCI Creative) agree not to demand a trial by jury in any action, proceeding, or counterclaims arising out of or relating to our services and fees for this engagement. Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards.

Neither this agreement, nor any claim, rights nor licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this agreement to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this agreement.

§ 10. Insurance

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the insurance coverage requested in the Proposal.

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage specified in the Proposal, which names the County as an additional insured on all policies except Workmen's Compensation and Professional Liability, and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

- (A) Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract.
 - i. Limits: Aggregate

\$2,000,000

§ 11. Equal Employment Opportunity

The equal employment opportunity clause required by the in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available

to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

§ 12. No subcontracts

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

§13. Notice

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* fax, or sent by first class mail, postage prepaid to:

Kane County Government Center	Company Name
Mark VanKerkhoff	Kim Gilmore
Kane County Development Dept.	Gilmore Marketing Concepts, Inc. (DBA GMCI Creative)
719 S. Batavia Avenue	1595 Weld Road, Suite 6
Geneva, IL 60134	Elgin, IL 60123
vankerkhoffmark@co.kane.il.us	kimgilmore@gmcicreative.com

Notice *via* email shall be effective as of the date and time set forth on the email produced by the sending email. Notice by first class mail shall be effective four days after mailing.

§14. Miscellaneous

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.
- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by 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 and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.

- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

County of Kane

Consultant Name

Mark D. VanKerkhoff, Director Development & Community Services Department Kim Gilmore Owner

Date

Date

EXHIBIT 1

SCOPE OF SERVICES FOR DEVELOPING A STRATEGY FOR MARKETING THE FABULOUS FOX!

Overview

The Illinois Fox River Valley offers an incredible opportunity to expand its tourism draw not only from the Chicagoland region but adjacent states as well. Just the population within the collar counties offers over 2.35 million resident visitors. By adding other contiguous counties in Southeast Wisconsin and Northwest Indiana the numbers swell even more. With the wealth of family-oriented sites such as farms fostering agri-tourism, to seasonal festivals, music, theater, historical sites, sports and wellness opportunities along with simply getting on the water in kayak or canoe on the Fox to enjoy the scenery and get some exercise, there is much to draw visitors.

Wisconsin and Illinois have partnered with the National Park Service to create the Fabulous Fox! River Water Trail! On their website (https://fabulousfoxwatertrail.org/) you'll find information about the Trail, maps, itineraries and all visitors need to plan a great day on the water. The Fabulous Fox! Water Trail benefits Kane County as our segment of the Fox River is in the "sweet spot" for access by regional and international tourists.

- Approximately 40 miles of Fox River
- 27 public access sites
- 8.8 million regional residents within 50 miles
- 400 miles of land based trails to connect to the Fox River
- 3 Convention & Visitors Bureaus
- Chicago, International and Regional Tourists: 3 passenger train lines
- 2 interstate tollways

Evaluate the opportunity by doing three steps.

1. **Execute Initial One-On-One Interviews:** This shall be with designated decision makers from municipalities, park districts, the Kane County Forest Preserve District, organizations, and other partners within the segment of the Fabulous Fox! Water Trail in Kane County. The purpose would be to gain a better understanding of their interest in a collaborative tourism marketing effort including a shared website for visitors to access.

2. Fox River Brand Summit: This shall be organized and led by the consultant's senior leadership to get all parties to rally and collaborate to go in the same direction. The Brand Summit Process should include:

- A Half-Day workshop in Kane County
- Cover the general rules of branding
- Sharing insights gained from the one-on-one interviews
- Wide ranging directed discussions on having a collaborative effort to generate interest in visiting Kane County for new experiences, retail shopping and family focused activities

and events. As well as identify businesses who could gain from such a focus that promotes Kane to various consumer segments

- SWOT to magnify opportunities and barriers
- Scenario Planning Development
- Agreement to move forward together

3. **Develop a Plan**: This step will involve the consultant meeting again with the Kane County Fabulous Fox! Water Trail team and present a recommended action plan for Kane County's segment.

The consultant shall develop brand board showing how messaging for this effort could look and sound when deployed in a website solution, social media platforms as well as print and video messaging.

A proposed work plan for executing the plan that includes developing a website solution, potential advertising and public relations strategies. If practical, the plan should be able to be emulated by other segments of the entire Fabulous Fox! Water Trail.

4. Develop and Maintain an Online merchandise Catalog:

One-time set up and creation of 10-15 item online custom promotional merchandise catalog. Provide ongoing monthly maintenance of online catalog along with website hosting and upkeep including item additions, troubleshooting or updates.

The compensation for the above scope of work shall not exceed \$250,000.00.

EXHIBIT 2

(Fees and Hourly Rates)

See attached Fees and Rate Schedule

Director	\$150.00 hr.
Marketing or social media Manager, Web Programmer, Graphic Artist, Videographer	\$75.00 hr.
Copy writer, PR, Media Buyer Market Analyst, Web Designer	\$50.00 hr.
Assistant, Intern	\$20.00 hr.

Hourly Rates Per Level Plus Job Description

Director/Coordinator

Participation and coordination of marketing calls as needed. Dissemination of marketing strategies and branding to local team. Coordination with mid-level staff on all aspects of work. \$150.00 per hour

On or Off-site Event Coordinator/ Public Relations Director

Works with the Director/Coordinator and the client to plan and organize all marketing, outreach, advertising, PR messaging. Coordinates with on-site staff, the client, vendors or media, social media staff, photographers, PR and reporters for seamless events. Handles 24-7 crisis situation public relations. Can perform multiple staff duties to cut costs on multiple levels of staff. \$75.00 per hour

Marketing Social Media Manager

Cover all events required to document on social channels. Coordinate any social media coverage through the client and the designated media plan. Curates' additional social media through research and coordination with Public Relations Assistant and client Coordinators. Compiles reports, and tweaks needs for better response with each post campaign. Does not include cost of social media ad placements. Can perform multiple staff duties to cut costs on multiple levels of staff. \$75.00 per hour Public Relations Assistant

Works with the Public Relations Director to disseminate PR to media outlets. Finds additional PR opportunities for the client and coordinates any events with Event Coordinator. Hosts media at property for events if needed. Handles any adverse media with the client and Director/Coordinator. Can perform multiple staff duties to cut costs on multiple levels of staff. \$50.00 per hour

Copy Writer

Produces engaging copy for different advertising channels such as social media, web and print. Research keywords, proofreading and finalizing all copy through the Public Relations Director. \$50.00 per hour

Graphic Artist

Produces engaging design to follow brand standards and direction of marketing plans. Produces high quality designs at the discretion of the Director/Coordinator. \$75.00 per hour

Web Programmer Works directly with the client and the Director/Coordinator for website updates improvements, and additional pages. \$75.00 per hour

Web Designer Makes website updates and design changes as directed by Web Programmer and Director/Coordinator. \$50.00 per hour

Videographer Planning, filming, and editing videos for social media, online and paid advertising. Works directly with the Social Media Manager and Director/Coordinator. \$75.00 per hour

Marketing & Social Media Assistants Assists with social media posting, scheduling, monitoring, and reports. \$20.00 per hour

Media Buyer and Social Media Ads Expert Estimates, budgets, data analyzes and books all media. \$50.00 per hour

Marketing Data Analyst Collects and analyzes data on ongoing marketing programs, competition, research, buying habits, preferences and more. \$50.00 per hour STATE OF ILLINOIS)

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-23-1302

SS.

PROCESS FOR RELOCATING A BUSINESS IN KANE COUNTY

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-23-1354

LAND/CASH WOODGATE ESTATES

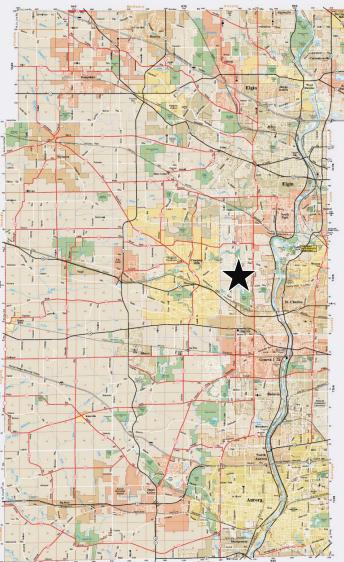
LAND/CASH DETERMINATION

REQUEST FOR RELIEF FROM LAND/CASH OBLIGATION FOR A NEW SIX LOT SINGLE FAMILY SUBDIVISION.

WOODGATE ROAD ST. CHARLES TOWNSHIP PIN 09-17-300-025

SCHOOL: ST. CHARLES DISTRICT 303

PARK: ST. CHARLES PARK DISTRICT KANE COUNTY, ILLINOIS



LAND/CASH

Purpose of Land/Cash:

Created to close the gap between services that are provided on day one of occupancy, and the 18 month lag time for the property taxes to pay for such services. Specifically services from Schools and Parks.

Within the Ordinance, Chapter 19.5-7.C.2 states:

CRITERIA FOR OBJECTION TO THIS CHAPTER

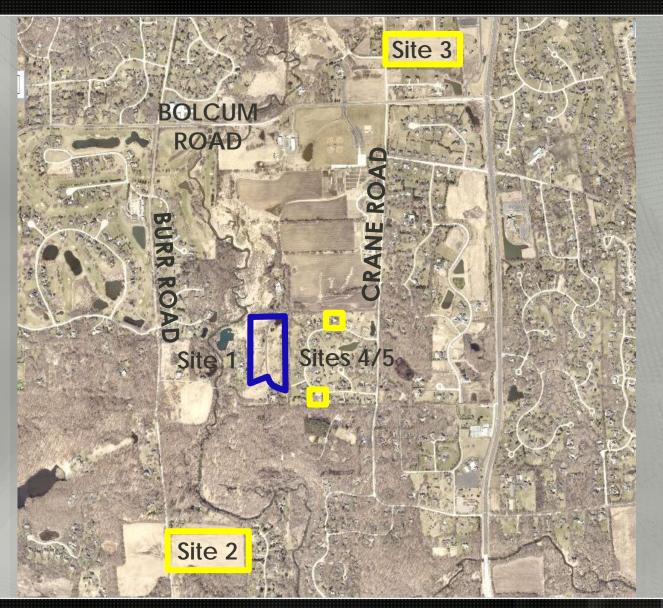
C. The County may adjust the amount of the School and/or Park fees if one of the following circumstances exist;

2. Unusual and unique circumstances identified by the Developer demonstrate that if the standard impact fee amount were applied to the Development, it would be unfair, unjust or unlawful.

AERIAL OF DEVELOPMENT



AERIAL OF DISCUSSION



DETAILS FOR SITE 1



Lot Particulars: Acreage: 19.2 Acres+/-(6 Ac.+/- Floodplain) Zoning: E-3 Metes/Bound Parcel

Taxes Due for 2023 (payable in 2024) **\$16,530.20**

Property Information

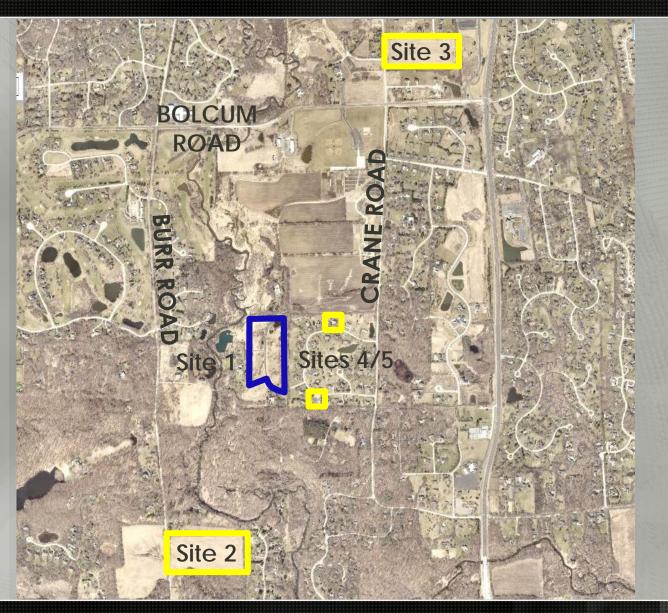
09-17-300-025	Site Address WOODGATE RD	Owner Name & Address	
Tax Year 2023 (Payable 2024)	ST CHARLES, IL 60175		
Sale Status None			
Property Class 0030 - Vacant Lots-Land	Tax Code SC004 -	Tax Status Taxable	
Net Taxable Value 0	Tax Rate Unavailable	Total Tax Unavailable Pay Taxes Print Tax Bil	
Township ST CHARLES	Acres 19.2100	Mailing Address	

PT W 1/2 SW 1/4 SEC 17-40-8 DESC IN DOC 97K018334 (EX PT DESC IN DOC 2003K071380)

No Billing Information

aid
\$0.00
\$0.00
\$0.00

AERIAL OF DISCUSSION – SITE 2



DETAILS FOR SITE 2



Lot Particulars: Acreage: 22.1 Acres +/-Zoning: F-Farming Metes/Bound Parcel

Taxes Due for 2023 (payable in 2024) **\$492.16**

Property Information

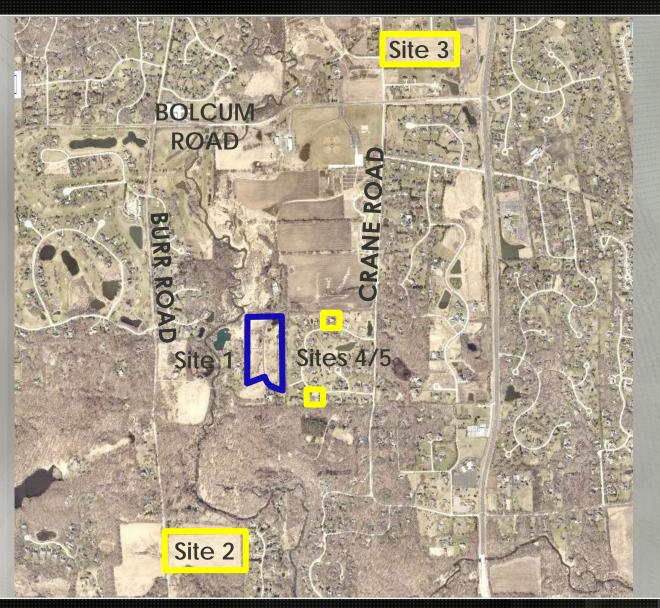
09-19-400-034	Site Address	Owner Name & Address	
Tax Year 2023 (Payable 2024)			
Sale Status None			
Property Class 0021 - Farmland	Tax Code SC004 -	Tax Status Taxable	
Net Taxable Value	Tax Rate Unavailable	Total Tax Unavailable Pay Taxes Print Tax Bill	
Township ST CHARLES	Acres 13.6600	Mailing Address	

No Billing Information

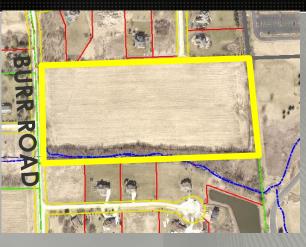
nent History				
Tax Year	Total Billed	Total Paid	Amount Unpaid	
2022	\$295.18	\$295.18	\$0.00	
2021	\$253.50	\$253.50	\$0.00	
2020	\$220.66	\$220.66	\$0.00	

Payment History				
Tax Year	Total Billed	Total Paid	Amount Unpaid	
2022	\$196.98	\$196.98	\$0.00	
2021	\$170.46	\$170.46	\$0.00	
2020	\$149.84	\$149.84	\$0.00	

AERIAL OF DISCUSSION – SITE 3



DETAILS FOR SITE 3



Lot Particulars: Acreage: 20.0 Acres +/-Zoning: E-3 Metes/Bound Parcel

Taxes Due for 2023 (payable in 2024) **\$479.68**

Property Information

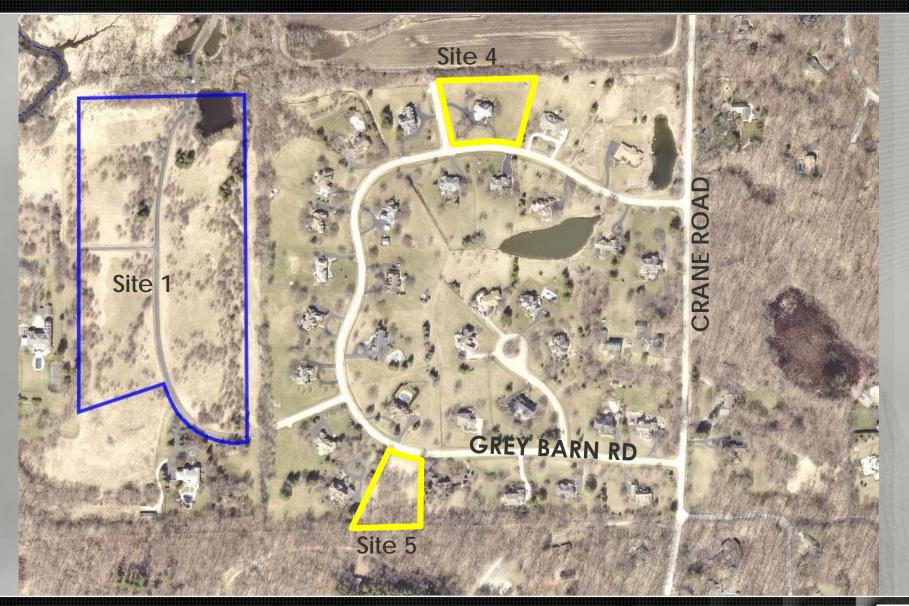
Parcel Number 09-08-400-007	Site Address	Owner Name & Address
Tax Year 2023 (Payable 2024)		
Sale Status None		
Property Class 0021 - Farmland	Tax Code SC004 -	Tax Status Taxable
Net Taxable Value 0	Tax Rate Unavailable	Total Tax Unavailable Pay Taxes Print Tax Bill
Township ST CHARLES	Acres 20.0200	Mailing Address

Legal Description (not for use in deeds or other transactional documents)

No Billing Information

ient History				
Tax Year	Total Billed	Total Paid	Amount Unpaid	
2022	\$479.68	\$479.68	\$	
2021	\$421.46	\$421.46	\$	
2020	\$377.26	\$377.26	\$	

AERIAL OF DISCUSSION – SITE 4 & 5



DETAILS FOR SITE 4



Lot Particulars: Acreage: 1.9 Acres +/-Zoning: E-3 Within The Maples, Unit 2 Subdivision, Rec. 1988

Taxes Due for 2023 (payable in 2024) **\$17,268.64**

Property Information

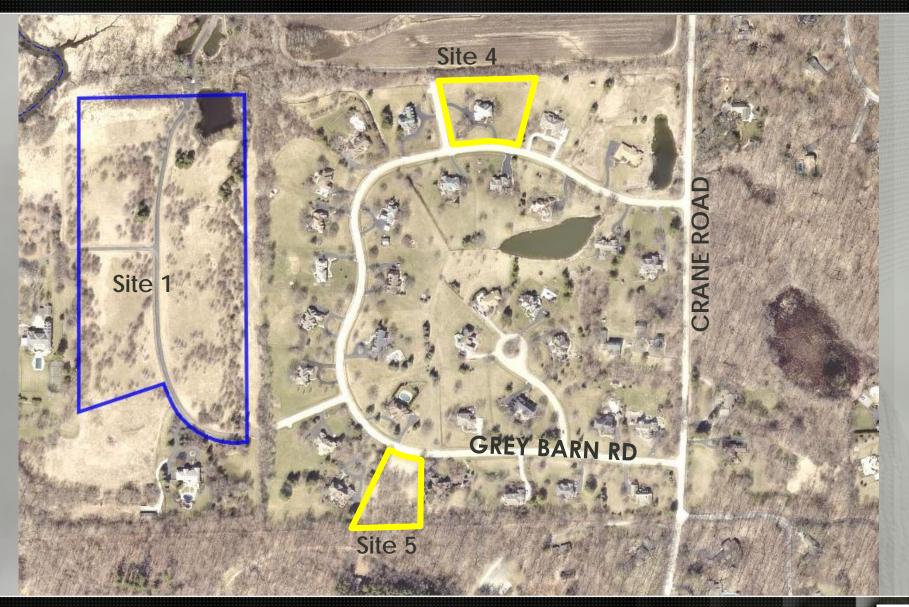
Parcel Number 09-17-378-002	Site Address 37W568 GREY BARN RD	Owner Name & Address						
Tax Year 2023 (Payable 2024)	ST CHARLES, IL 60175							
Sale Status None								
Property Class 0040 - Residential Improved Lot	Tax Code SC004 -	Tax Status Taxable						
Net Taxable Value 0	Tax Rate Unavailable	Total Tax Unavailable Pay Taxes Print Tax B						
Township ST CHARLES	Acres	Mailing Address						

Legal Description (not for use in deeds or other transactional documents)

No Billing Information

Tax Year	Total Billed	Total Paid	Amount Unpaid
2022	\$17,268.64	\$17,268.64	\$0.00
2021	\$16,296.02	\$16,296.02	\$0.00
2020	\$16,189.50	\$16,189.50	\$0.00

AERIAL OF DISCUSSION – SITE 4 & 5



DETAILS FOR SITE 5



Lot Particulars: Acreage: 1.3 Acres +/-Zoning: E-3 Within The Maples, Unit 4 Subdivision, Rec. 1993

Taxes Due for 2023 (payable in 2024) **\$4,498.56**

Property Information

Parcel Number 09-17-377-003	Site Address	Owner Name & Address						
Tax Year 2023 (Payable 2024)								
Sale Status None								
Property Class 0030 - Vacant Lots-Land	Tax Code SC004 -	Tax Status Taxable						
Net Taxable Value	Tax Rate Unavailable	Total Tax Unavailable Pay Taxes Print Tax Bill						
Township ST CHARLES	Acres 0.0000	Mailing Address						

No Billing Information

Tax Year	Total Billed	Total Paid	Amount Unpaid
2022	\$4,498.56	\$2,249.28	\$2,249.28
2021	\$4,250.78	\$4,250.78	\$0.00
2020	\$4,225.26	\$4,225.26	\$0.00

LAND/CASH CALCULATION

Kane County Land/Cash Ordinance

Proposed Subdivision : Woodgate Estates Controlling Ordinance : City of St. Charles



- Total number of existing SFR Lots in the proposed subdivision: = 0
 - Total number of SFR Lots subject to Land/Cash = 6

Constants per City of St. Charles Land/Cash Ordinance based on SFR, 4 bedroom

Population Constant for Elementary Schools	= 0.530
Population Constant for Middle/Junior Schools	= 0.298
Population Constant for High Schools	= 0.360
Students per Elementary Building	= 600
Students per Middle/Junior Building	= 900
Students per High School Building	= 1500
Acreage per Elementary Building	= 15
Acreage per Middle/Junior Building	= 35
Acreage per High School Building	= 108
Population Constant for SFR	= 3.764
Park Ratio, Acreage per 1000 Population	= 10.0
Current Fair Market Value	= 175,000.00

School Served by this Ordinance: St. Charles Dist. 303

	Population Constant		Number of SFR Lots		Students per Classification		Acres of Land Per Classifiction		Ratio		Current Fair Market Value		Land/Cash Cost for Schools
Γ	0.530	х	6	1	600	х	15	=	0.0795	х	\$175,000.00	=	\$13,912.50
	0.298	х	6	1	900	х	35	=	0.0695	х	\$175,000.00	=	\$12,162.50
	0.360	х	6	1	1500	х	108	=	0.1555	х	\$175,000.00	=	\$27,212.50
1													\$53,287.50

Please provide a certified check in the amount of \$53,287.50 payable to: St. Charles Dist. 303 This check may be presented to the Plat Officer of Kane County or directly to the School District. If you elect to provide the check to the School District, please make sure you obtain a receipt of payment that can be presented to the Plat Officer. Otherwise, the Plat Officer will not sign the subdivision plat and it cannot be recorded.

Park District Served by this Ordinance: St. Charles Park District

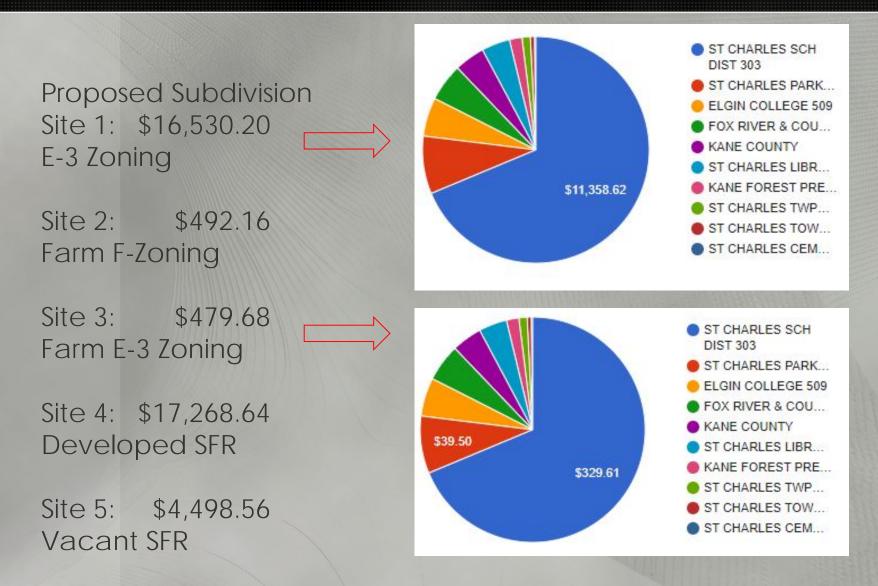
	Population Constant		Number of SFR Lots		Per 1000 Population		Ratio		Ordinance Acreage		Current Fair Market Value		Land/Cash Cost for Parks
[3.764	х	6	/	1000	=	0.0226	х	10.0	x	\$175,000.00	=	\$39,550.00

Please provide a certified check in the amount of <u>\$39,550.00</u> payable to: <u>St. Charles Park District</u> This check may be presented to the Plat Officer of Kane County or directly to the Park District. If you elect to provide the check to the Park District, please make sure you obtain a receipt of payment that can be presented to the Plat Officer. Otherwise, the Plat Officer will not sign the subdivision plat and it cannot be recorded. For development of the six lots, Land/Cash due is \$92,837.50.

This parcel has paid over \$355,000.00 in taxes over the last 20 years, but did not generate any children/families from the site.

Comparing this site to farm site 3, the farm site has paid \$4,120 over the last 20 years. It too, did not generate any children/families from the site.

SUMMARY



RECOMMENDATION

The Technical Staff finds the following:

- 1. The owner of the parcel presented a request for relief from both the School District and the Park District.
- 2. Both the School/Park have provided acknowledgement of the issue and have stated they will abide by the decision of this Committee.
- 3. Given the history of taxes paid on this parcel, it is the opinion of the Plat Officer, that enforcement of the Land/Cash Ordinance would be unfair.

Recommendation to Development Committee:

Approve the request for relief and waive Land/Cash fees required for a six lot subdivision to be known as Woodgate Estates.

COUNTY OF KANE

KANE COUNTY DEPARTMENT OF ENVIRONMENTAL & WATER RESOURCES



County Government Center

719 Batavia Avenue Geneva, IL 60134 Phone: (630) 232-3497 Fax: (630) 208-3837 website: http://www.co.kane.il.us

Jodie L. Wollnik, P.E., CFM Director

STAFF RECOMMENDATION

- Date: October 17, 2023
- To: Kane County Development Committee
- From: Jodie Wollnik, P.E., Director Plat Officer
- RE: Request for Relief from the Land/Cash Ordinance Woodgate Estates Subdivision Development in Section 17, St. Charles Township PIN 09-17-300-025

Please be advised that the owners/developers of the parcel noted above, have requested relief from the Kane County Land/Cash Ordinance. Taxing history of the parcel shows a higher taxing rate than that of a farmed parcel.

The Technical Staff has reviewed the requested Variance and finds the following:

- 1. The owner of the parcel presented a request for relief from both the School District and the Park District.
- 2. Both the School/Park have provided acknowledgement of the issue and have stated they will abide by the decision of this Committee.
- 3. Given the history of taxes paid on this parcel, it is the opinion of the Plat Officer, that enforcement of the Land/Cash Ordinance would be unfair.

RECOMMENDATION: Approve the request for relief and waive Land/Cash fees required for a six lot subdivision to be known as Woodgate Estates

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

ORDINANCE NO. TMP-23-1353

SPECIAL SERVICE AREA WOODGATE ESTATES SUBDIVISION

ORDINANCE NO. 23-___

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF THE WOODGATE ESTATES SUBDIVISION SPECIAL SERVICE AREA (OR SPECIAL SERVICE AREA NO. SW-56) OF KANE COUNTY, ILLINOIS AND THE LEVY OF TAXES FOR THE PURPOSE OF PAYING THE COSTOF PROVIDING SPECIAL SERVICES IN AND FOR SUCH AREA

WHEREAS, a Preliminary plat of subdivision has been approved by the County of Kane, Illinois (the "County"), for the WOODGATE ESTATES SUBDIVISION (the "Subdivision"); and

WHEREAS, in accordance with the Kane County Stormwater Ordinance, the Subdivision will be improved with a stormwater drainage system and may include special management areas, which will be owned and maintained by the Homeowners' Association for WOODGATE ESTATES SUBDIVISION, a duly incorporated Homeowners' Association; and

WHEREAS, the Homeowners' Association is obligated to maintain the stormwater drainage system and special management areas and to impose an assessment upon the owners of all of the lots within the Subdivision to provide for the maintenance of such stormwater drainage system and special management areas; and

WHEREAS, the Kane County Stormwater Ordinance requires, as a condition of approval of the application for a stormwater management permit for the Subdivision, the establishment of a special service area pursuant to 35 ILCS 200/27-5, et seq., either as the primary means of providing for the long-term maintenance of the stormwater drainage system and special management areas, or as a back-up vehicle in the event the Homeowners' Association fails to adequately carry out its duties; and

WHEREAS, pursuant to the provisions of Article VII, Section 7, Part (6) of the 1970 Constitution of the State of Illinois (the "Constitution"), the County of Kane is authorized to create special service areas in and for the unincorporated areas of the County; and

WHEREAS, pursuant to the "Special Service Area Tax Law", 35 ILCS 200/27-5, et seq. (2013), the County is authorized to levy and impose taxes upon property within special service areas for the provision of special services to those areas and for the payment of debt incurred in order to provide those services; and

WHEREAS, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purposes set forth herein and to be designated as the WOODGATE ESTATES SUBDIVISION Special Service Area (or Special Service Area No. SW-56), of the County (the "Area") be considered as a "back-up vehicle" to provide for the long-term maintenance of the stormwater drainage system and special management areas of the Subdivision; and

WHEREAS, the Area is contiguous and totally within the boundaries of the unincorporated area of the County; and

WHEREAS, the purpose of establishing the Area is to provide certain special governmental services (the "Services") to the Area, which are unique and in addition to the services generally provided to the County as a whole, in the event the Owners fail to adequately carry out their duties to maintain the stormwater drainage system and special management areas. The Services to be provided on a back-up basis may include, but are not limited to the following: the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any storm water detention and/or retention area, drainageway, ditch, swale, storm sewer or other stormwater facility; costs of design, engineering and other consulting services, surveying and permits, public liability insurance, and all administrative, legal and other costs or expenses incurred in connection therewith and with the administration of the Area, including the repayment of any loan or debt incurred for the provision of any of such Services to be in and for the Area; and

WHEREAS, it is in the public interest that the levy of a direct annual ad valorem tax upon all taxable property within the Area be considered for the purpose of paying the cost of providing the Services; and

WHEREAS, the revenue from such tax shall be used solely for Services for which the County is authorized under law to levy taxes or special assessments or to appropriate funds of the County, all of the Services to be in and for the Area and all of any necessary construction and maintenance to be on property accessible to and by the County, as more fully described on the plat for the Subdivision; and

WHEREAS, said direct annual ad valorem tax shall be levied upon all taxable property within the Area for an indefinite period of time beginning for the year 2024, at a rate sufficient to produce revenues required to provide the Services, and such rate shall not exceed an annual rate of 0.50% (\$0.50 per \$100) of the equalized assessed valuation of each tax parcel within the Area, and shall be in addition to all other taxes permitted by law; and

WHEREAS, a public hearing will be held by the County, before the Kane County Board, at 9:45 AM, on December 12, 2023, in the County Board Room, Kane County Government Center, Building "A", 719 Batavia Ave, Geneva, Illinois 60134 (the "Hearing"), at which time any interested person may file with the County Clerk written objections to and may be heard orally in respect to the establishment of the Area for the purpose of providing the Services on a back-up basis and the levy of an additional direct annual ad valorem tax on property within the Area for the purpose of paying the costs of the Services, all as described in the Notice of Public Hearing set forth in Section 2 hereof (the "Notice"). The Kane County Board shall prepare or cause to be prepared minutes of the Hearing; and

WHEREAS, the Notice shall be given by publication and mailing. Notice by publication shall be given by publication on a date, such date being not less than 15 days prior to the Hearing, in a newspaper of general circulation within the County. Notice by mailing shall be given by depositing the Notice in the United States Mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Area. The Notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

NOW, THEREFORE, Be it Ordained by the County Board of the County of Kane, Illinois, as follows:

§1. Incorporation of preambles

The preambles of this Ordinance are hereby incorporated into this text as if set out herein in full as the findings of the County Board.

§2. Notice

The County Board of the County of Kane, Illinois hereby determines that the Notice is in the proper statutory form as set forth as follows:

NOTICE OF PUBLIC HEARING COUNTY OF KANE, ILLINOIS Woodgate estates subdivision SPECIAL SERVICE AREA (or NO. SW-56)

NOTICE IS HEREBY GIVEN that on December 12, 2023, at 9:45 AM, in the County Board Room, Kane County Government Center, Building "A", 719 South Batavia Ave, Geneva, Illinois 60134, a public hearing (the "*Hearing*") will be held by the County of Kane, Illinois (the "*County*"), before the Kane County Board, at which time any interested person may file with the County Clerk written objections to and may be heard orally in respect to the establishment of the WOODGATE ESTATES SUBDIVISION Special Service Area (No. SW-56) (the "*Area*") of the County, and the levy of taxes on property within the Area for the purpose of paying the costs of providing special services, on a back-up basis, in and for such Area. The proposed Area consists of the following described territory: THAT PART OF THE W 1/2 OF THE SW QTR OF SEC 17 IN TWP 40 N, R 8 E OF THE 3RD PM, BND & DESCR AS FOLS:

COM AT THE NW COR OF THE SW QTR OF THE SW QRT OF SAID SEC 17 (BEING ALSO THE SE COR OF HAWKINS GLEN SUBDIV, A SUBDIV AS REC IN BK 62, PG 22, AS DOC NO 1261431 IN THE REC OFF OF KANE CNTY, ILL); THNC N01D23'52"E ALNG THE W LINE OF THE NW QRT OF THE SW QRT OF SEC 17, BEING ALSO THE E LINE OF SAID HAWKINS GLEN SUBDIV, A DST OF 408.19 FT; THNC S89D59'06"E A DST OF 588.62 FT FOR THE PNT OF BEG; THNC CONT S89D59'06"E PAR WITH THE N LINE OF THE SW QTR OF SEC 17 A DST OF 657.02 FT TO A PNT IN A LINE 66.00 FT W'RLY OF AS MEAS PERP TO THE E LINE OF SAID W 1/2 OF THE SW QTR OF SEC 17; THNC S01D16'43"W PAR WITH SAID E LINE A DST OF 1375.87 FT TO A PNT 17.50 FT S'RLY AND RADIALLY MEAS FROM THE CL OF AN EX PAVED RDWY; THNC NW'RLY PAR WITH SAID CL ON A LINE CRVD TO THE R HAVING A RAD OF 281.50 FT. A CENTRAL ANGLE OF 75D48'19", A CHD BRG OF N60D02'14"W AND AN ARC DST 372.34 FT TO A PNT OF CURVATURE; THNC CONT NW'RLY PAR WITH SAID CL ON A LINE CRVD TO THE R HAVING A RAD OF 827.50 FT A CENTRAL ANGLE OF 4D52'40", A CHD BRG OF N19D41'08"W AND AN ARC DST OF 71.30 FT; THNC S72D45'12"W ON A RADIAL LINE TO SAID CRVD CL, A DST OF 350.70 FT; THNC N01D29'38"E A DST OF 1240.19 FT TO THE PNT OF BEG, IN THE TWP OF ST. CHARLES, KANE CNTY, ILL.

Said territory consists of approximately 19 acres lying south of Bolcum Road, and equal distant between Burr Road and Crane Road. An accurate map of said territory is on file in the office of the Kane County Water Resources Department and is available for public inspection.

The purpose of establishing the Area is to provide certain special governmental services (the "Services") to the Area, which are unique and in addition to the services generally provided to the County as a whole, in the event the subdivision's owners fail to adequately carry out its duties to maintain the stormwater drainage system and special management areas. The Services to be provided on a back-up basis may include, but are not limited to the following: the operation, maintenance, repair, rehabilitation, replacement and reconstruction of any storm water detention and/or retention area, drainageway, ditch, swale, storm sewer or other stormwater facility; costs of design, engineering and other consulting services, surveying and permits, public liability insurance, and all administrative, legal and other costs or expenses incurred in connection therewith and with the administration of the Area, including the repayment of any loan or debt incurred for the provision of any of such Services to be in and for the Area.

The levy of a direct annual *ad valorem* tax upon all taxable property within the Area for the purpose of paying the cost of the Services will also be considered at the Hearing. The tax shall be levied upon all taxable property within the Area for an indefinite period of time beginning for the year 2024, at a rate sufficient to produce revenues required to provide the special services, and such rate shall not exceed an annual rate of 0.50% (\$0.50 per \$100) of the equalized assessed valuation of each tax parcel within the Area, and shall be in addition to all other taxes permitted by law.

All interested persons, including all persons owning taxable real property located within the Area, will be given an opportunity to be heard at the Hearing regarding the establishment of the Area and the tax levy and an opportunity to file objections to the establishment of the Area or to the amount of the tax levy.

At the Hearing, any interested person may file with the County Clerk written objections to and may be heard orally in respect to any issues referenced in this Notice. The Hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene. At the first regular meeting of the County Board after the public hearing, the County may delete area from the special service area.

If a petition signed by at least 51% of the electors residing within the Area and by at least 51% of the owners of record of the land included within the boundaries of the Area is filed with the County Clerk within 60 days following the final adjournment of the Hearing objecting to the creation of the Area or the levy or imposition of a tax for the provision of the Services to the Area, no such special Service Area may be created or no tax may be levied or imposed.

By order of the County Board of the County of Kane, Illinois.

DATED this ______ day of ______, _____,

Clerk, County Board Kane County, Illinois

§3. Repealer; effective date

All ordinances, orders and resolutions and parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its passage, approval and publication as provided by law.

Passed by the Kane County Board on November 21, 2023

John A. Cunningham, MBA, J.D. Clerk, County Board Kane County, Illinois Corinne M. Pierog MA, MBA Chairman, County Board Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

<u>Title</u>

An Ordinance Proposing a Special Service Area (SSA) for Woodgate Estates Subdivision (Or Special Service Area SW-56) of Kane County Illinois, and the Levy of Taxes for the Purpose of Paying the Cost of Providing Special Services in and for Such Area.

Committee Flow:

Development Committee, Executive Committee, County Board

Contact:

Jodie Wollnik 630-232-3499

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$N/A
If not budgeted, explain funding source: N/A	

Summary:

This Proposing Ordinance proposes an Ad Valorem SSA as a backup funding source for a new subdivision Woodgate Estates. In the event the Homeowners' Association for Woodgate Estates were to fail, this backup would providing funding for stormwater and the stormwater system.

LOCATION MAP

