



Executive Committee

Brett Grimm - Chairman
Jury Commission Room – McKenzie Building
11 S. 4th Street
Pekin, IL 61554
Wednesday, July 23, 2025
immediately following Risk Management

- I. Roll Call
- II. Approve minutes of the June 18, 2025 meeting and the June 25, 2025 in-place meeting
- III. Public Comment
- IV. New Business

- | | | |
|---------|----|--|
| E-25-55 | A. | Recommend to approve bid for Heritage Lake Subdivision seal coat road work |
| E-25-59 | B. | Recommend to approve 3 rd quarter 2025 payment to Greater Peoria Economic Development Council |
| E-25-60 | C. | Recommend to approve the Road Use Agreement for Coyote Road Solar, LLC |
| E-25-61 | D. | Recommend to approve Decommissioning Agreement with Fast Ave Solar, LLC |
| E-25-62 | E. | Recommend to approve Memorandum of Agreement with the Illinois State Historic Preservation Office Regarding the Arcade Building
<u>Memorandum of Agreement to be provided by the meeting</u> |
| E-25-63 | F. | Recommend to approve Letter of Support for Matching Funds for Tri-County Regional Planning Commission's Application for USDA Rural Community Development Initiative Grant |

- V. Appointments and Reappointments
- VI. Reports / Communications
- VII. Recess

Members: Chairman Brett Grimm, Vice Chairman Michael Harris,
Russ Crawford, Jay Hall, Kim Joesting, Greg Menold,
Dave Mingus, Nancy Proehl, Greg Sinn, Max Schneider,
Eric Stahl

Minutes pending committee approval



Executive Committee Meeting

Jury Commission Room – McKenzie Building

Wednesday, June 18, 2025 – 4:14 p.m.

Committee Members Present: Chairman Brett Grimm, Vice Chairman Michael Harris, Russ Crawford, Kim Joesting, Max Schneider, Eric Stahl, Jay Hall, Dave Mingus, Greg Sinn, Greg Menold

Committee Members Absent: Nancy Proehl

Others Attending: Mike Deluhery, County Administrator

MOTION

MOTION BY MEMBER MINGUS, SECOND BY MEMBER HALL to approve minutes from the May 21, 2025 meeting and May 28, 2025 in-place meeting

On voice vote, **MOTION CARRIED UNANIMOUSLY**

PUBLIC COMMENT:

County Clerk John Ackerman stated that the County has been recognized with 10 NACO achievement awards this year in five categories, arts, culture and historic preservation, community and economic development, county administration and management, criminal justice and public safety, and risk and emergency management. He stated that there were five counties in Illinois recognized.

MOTION

E-25-50

MOTION BY MEMBER HALL, SECOND BY MEMBER JOESTING to recommend to approve precinct boundaries

On voice vote, **MOTION CARRIED UNANIMOUSLY**

MOTION

E-25-53

MOTION BY MEMBER STAHL, SECOND BY MEMBER HALL to recommend to approve polling location changes

On voice vote, **MOTION CARRIED UNANIMOUSLY**

DISCUSSION: Chairman Brett Grimm stated that the historical preservation The committee will most likely be starting up next month. He stated that the committee will consist of Linc Hobson, John Ackerman, Kaden Nelms, and one other member.

MOTION
E-25-54

MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER MENOLD to recommend to approve reappointment of Jim Brecher to the Sheriff's Merit Commission

On voice vote, **MOTION CARRIED UNANIMOUSLY**

Chairman Grimm recessed the meeting at 4:21 p.m.

(transcribed by S. Gullette)

Minutes pending committee approval



In-Place Executive Committee Meeting

James Carius Community Room

Wednesday, June 25, 2025 – 6:33 p.m.

Committee Members Present: Chairman Brett Grimm, Vice Chairman Michael Harris, Russ Crawford, Kim Joesting, Max Schneider, Dave Mingus, Greg Sinn, Greg Menold

Committee Members Absent: Nancy Proehl, Eric Stahl, Jay Hall

Others Attending: Mike Deluhery, County Administrator

MOTION

E-25-56

MOTION BY MEMBER HARRIS, SECOND BY MEMBER CRAWFORD to recommend to approve Emergency Declaration for IVRS Grant Purchase

Chairman Grimm stated that the timing for this had been just after the executive meeting last week. He stated that this is for some upgrades to the voter system.

On voice vote, **MOTION CARRIED UNANIMOUSLY**

Chairman Grimm recessed the meeting at 6:34 p.m.

(transcribed by S. Gullette)

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the bid for the Heritage Lake Subdivision seal coat road work; and

WHEREAS, one bid was submitted for review: R.A. Cullinan for \$205,225.94; and

WHEREAS, the County Administrator recommends to approve the bid from R.A. Cullinan and is authorized to move forward with the project as submitted.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Highway, Treasurer, the Finance Office, and the Auditor of this action.

PASSED THIS 30th DAY OF July, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

**STATE OF ILLINOIS
TABULATION OF BIDS**

Sheet 1 of 1

Tazewell County Heritage Lake Subdivision Special Service Area Sec. 2025 SEAL COAT						DATE: May 15, 2025		R.A. Cullinan			
APPROVED ESTIMATE:						\$ 172,000.00		BID: \$ 205,225.94		BID: \$ -	BID: \$ -
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	P BIT MATLS SE CT (CRS-2P)	TON	70	\$ 1,500.00	\$ 105,000.00	\$ 1,871.97	\$ 131,037.90		\$ -		\$ -
2	SEAL COAT AGG (BLACK TRAP ROCK CA-16)	TON	506	\$ 125.00	\$ 63,250.00	\$ 138.23	\$ 69,944.38				
3	TRAF CONT & PROT SPL	L SUM	1	\$ 3,750.00	\$ 3,750.00	\$ 4,243.66	\$ 4,243.66				

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to authorize the 3rd quarterly payment for 2025 per the agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, Resolution E-25-16 approved an agreement with GPEDC for twelve months from January 1, 2025 through December 31, 2025; and

WHEREAS, Tazewell County agreed to pay the Greater Peoria Economic Development Council quarterly installments for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize payment of the 3rd quarter investment for 2025.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, Finance, and the Auditor of this action.

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

INVOICE

Greater Peoria Economic
Development Council
201 SW Adams St
Peoria, IL 616021407

csetti@greaterpeoriaedc.org
+1 (309) 495-5910
www.greaterpeoriaedc.org



;Tazewell County Treasurer

Bill to
Chairman Brett Grimm
Tazewell County
11 S. Fourth St., Suite 432
Pekin, IL 61554

Invoice details
Invoice no.: GPEDC_2025-70
Terms: Net 60
Invoice date: 07/01/2025
Due date: 08/30/2025

Description	Amount
2025 GPEDC Investment - 3rd Quarter	\$18,750.00

Ways to pay

Total\$18,750.00

BANK

View and pay

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Road Use Agreement for Coyote Road Solar LLC; and

WHEREAS, Coyote Road Solar, LLC was approved by the County Board for Special Use on June 26th, 2024; and

WHEREAS, the Coyote Road Solar, LLC is a 150MW Community Solar project located on multiple parcels both Malone and Groveland Township; and

WHEREAS, the Tazewell County State's Attorney authorized the negotiation of said agreement by Ms. Sheryl Churney of Klein, Thorpe, and Jenkins on behalf of Tazewell County; and

WHEREAS, Dan Parr, Tazewell Highway Engineer, and Jaclynn Workman, Community Development Administrator have reviewed the agreement and have approved of the terms; and

THEREFORE, BE IT RESOLVED that the County Board approve this recommendation

BET IT FURTHER RESOLVED that the County Clerk Notified the County Board Office, Highway Department, Community Development and the Auditor of this action.

PASSED THIS 30th DAY of July, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

TAZEWELL COUNTY, ILLINOIS & COYOTE ROAD SOLAR, LLC

Solar Farm Road Use Agreement

This "Agreement" is entered on July 30, 2025, by and between Coyote Road Solar, LLC, a Delaware limited liability company managed by its member RWE Solar Development, LLC, ("Developer"), and Tazewell County, Illinois (the "Road Authority") for the use of local roads as designated on the attached Exhibit A (collectively, the "Local Road") for the construction of a solar farm known as the "Coyote Road Solar Farm" (the "solar farm") and in consideration of the forgoing, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows herein.

1. The County is authorized pursuant to the Counties Code, 55 ILCS 5/5-101 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/5-101 *et seq.* (the "Highway Code"), to construct, administer, operate and maintain highways in the County, acting by and through its County Engineer (the "County Engineer"). To the maximum extent permitted, the Tazewell County Board appoints the County Engineer to act on its behalf under this Agreement.
2. The Road Authority permits Developer access to the proposed solar farm construction site located in Malone Township, Tazewell County, Illinois.
3. Developer hereby agrees to, and shall cause its contractors, subcontractors and suppliers, employees, agents, and designees ("Developer's Parties") to abide by, the terms and conditions set forth in this Agreement. Although the paragraphs in this Agreement refer to Developer, the parties agree that Developer is responsible for Developer's Parties abiding by the terms and conditions set forth in this Agreement and Developer shall be responsible for any breach by Developer's Parties of the terms and conditions set forth in this Agreement.
4. Before construction of the solar farm begins, Developer shall retain a civil engineering firm to conduct an inspection of the Local Road and produce a report which shall document the current condition of the Local Road and shall include a series of still images of the road surfaces taken every 20 feet and compiled to provide a viewer a virtual drive of the Local Road, and if applicable and to the extent reasonably accessible, photographs of the interior of all bridges, box culverts, culverts, and the road surface above each bridge, box culvert, and culvert on the Local Road. A copy of the report shall be delivered to the Road Authority upon completion.
5. In accordance with the Illinois Underground Utility Facilities Damage Prevention Act and the regulations promulgated thereunder. Developer shall provide JULIE with the necessary information to update its records as applicable. Developer shall be responsible for contacting the various public utility companies and locating their

properties before any construction shall start and Developer shall be responsible for reimbursing owners for any damage or injury to such properties which may be caused by Developer's activities and operations as applicable.

6. At least seven (7) calendar days before construction of the solar farm begins, Developer shall notify the Road Authority and shall provide written notice to the Road Authority identifying the name, address, and both regular and emergency contact information of its construction manager for communication purposes regarding this Agreement. Any change in contact information shall be promptly communicated to the Road Authority in writing.
7. Construction of the solar farm is anticipated to begin upon mobilization, which according to County Ordinance §157.565 must occur within 180 days after the date of building permit issuance and shall be completed within two (2) years of issuance of the building permit. Developer shall have the right to extend the completion date for two (2) periods of thirty (30) calendar days (a "Construction Extension Period") by delivering to the County Engineer notice thereof prior to the completion date stated in the paragraph or a Construction Extension Period, as the case may be, and depositing with the Road Authority the sum of One Thousand and 00/100 Dollars (\$1,000.00) for each Construction Extension Period, which sum shall be non-refundable. If construction of the solar farm extends beyond the two Construction Extension Periods, then Developer shall apply for a Renewal Permit from the County.
8. Developer's construction manager shall provide information and updates as necessary and as requested to the Road Authority concerning construction and use of the Local Road. If there is a planned road closure or limited access to the Local Road, Developer's construction manager shall notify the Road Authority by email at least three (3) business days before the road closure or limited access event. Any road closure or limited access to the Local Road (including the location and length of time) shall be approved in advance by the Road Authority, which approval shall not be unreasonably withheld. If an emergency road closure is needed, the construction manager shall immediately notify the Road Authority. Road and intersection closures shall be marked and signed by Developer at its expense in accordance with the Manual on Uniform Traffic Control Devices and any other applicable requirements set forth in State statute or regulation or other applicable local ordinance. Developer shall provide reasonable notice to the Road Authority, the Tazewell County Emergency Services and Disaster Agencies, local law enforcement agencies, affected rural mail providers, affected school districts and fire protection and ambulance service providers prior to closing the Local Road or intersections. The Road Authority may issue a Notice of Violation (Exhibit B) and impose a fine of \$5,000.00 if Developer fails to comply with this section.

9. Developer shall develop and implement a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices and designate work zones and construction activities affecting the Local Road in accordance with the Manual on Uniform Traffic Control Devices.
10. Upon request of the Road Authority, and at least ten (10) business days before construction of the solar farm begins, Developer shall obtain and deliver to the Road Authority signs advising “No Solar Farm Construction Traffic” to be posted at various locations as an aid to traffic management. All such signs shall comply with the Manual on Uniform Traffic Control Devices.
11. Developer and its Parties shall not use local roads or road rights-of-way as storage or staging areas or as parking areas for vehicles and equipment. except to the extent required for short-term unloading, which shall be undertaken subject to IDOT traffic control standards, including flaggers, as may be necessary for such short-term parking and unloading.
12. Vehicles driven by Developer and Developer’s Parties will abide by local, state, and federal speed limit guidelines and comply with the Illinois Vehicle Code, 625 ILCS 5/1-100 *et seq.* and other laws applicable to vehicles.
13. The weight limit on the Local Road during the traditional road posting period (typically, October to April 15th of each year) is as follows:

County Highway	50,000 pounds
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At all other times, the gross weight limit of all vehicles is 80,000 pounds. For any vehicles exceeding these limits, Developer shall obtain an overweight/oversize vehicle permit from the Road Authority. The permit fees are as follows:

Overweight vehicles:	\$200.00 annually per vehicle
Oversized vehicles:	\$200.00 annually per vehicle
Overweight & oversized vehicles:	\$400.00 annually per vehicle

Vehicle permits during the road posting period (if applicable) will be issued as weather and road conditions permit. The form of the overweight/oversize vehicle permit is attached hereto as Exhibit C. In the event Developer fails to obtain a required vehicle permit or fails to comply with the provisions of a vehicle permit, the Road Authority may issue a notice of violation in the form attached hereto as Exhibit B (a “Notice of Violation”) and may impose a fine of \$2,500.00 for each violation and Developer shall pay any fine imposed within fifteen (15) business days. A violation notice may be issued by the Road Authority for unauthorized use of County or township roads within Tazewell County.

14. Developer shall be required to obtain an entrance permit for each point of entry to the solar farm project site from the Road Authority, provided the entrance is from a local road under the Road Authority's jurisdiction.
15. Utility installations within the public right-of-way will require prior written approval from the Road Authority.
16. Beginning with the month the Developer starts construction on the solar farm, the Developer shall pay the Road Authority a monthly fee of Three Hundred Dollars (\$300.00) to compensate the Road Authority for time spent on this Project by the Road Authority before and after the execution of this Agreement so that the Road Authority's taxpayers do not bear any financial burden as result of the construction of Project. The monthly fees are not refundable and shall not be prorated.
17. The Road Authority and Developer will monitor the Local Road for any safety issues, damages needing immediate repairs, traffic signs needing replacement, or other activity requiring actions to ensure the Local Road remains safe for the motoring public. The Road Authority and the Developer, by its construction manager, will communicate with one another as to such issues. If serious or emergency repairs to the Local Road are required as a result of Developer's activities, Developer shall cause necessary repairs to be made at its expense to the satisfaction of the Road Authority and to ensure safe passage of the motoring public within a reasonable time, and in any event within twenty-four (24) hours; unless an immediate hazard exists that renders a Local Road incapable of being used, in which case Developer shall take action as soon as reasonably possible to make the Local Road safe for the motoring public. If the Local Road is not safe for travel by the motoring public, the Road Authority may close the road upon providing reasonable notice and details of such hazardous conditions to Developer. The Road Authority may issue a Notice of Violation (Exhibit B) and impose a fine of \$5,000.00 if Developer fails to remediate a road hazard in a timely manner.
18. The Road Authority may issue a Notice of Violation (Exhibit B) and impose a fine of up to \$2,500.00 if the Road Authority determines a traffic control deficiency exists as provided for in the attached notice or as in Article 105.03 of the IDOT Standard Specifications for Road and Bridge Work. Before issuing a Notice of Violation for a traffic control deficiency, the Road Authority shall notify and direct Developer to correct the deficiency within a reasonably specified time which will be ½ hour to 12 hours based upon the urgency of the situation and the nature of the deficiency.
19. If Developer or Developer's Parties use a local road under the Road Authority's jurisdiction or of any other road jurisdiction which is not permitted by this Agreement, Developer shall be liable for the cost of repairing any damage caused by the

unauthorized use and shall pay a fine in the amount of \$2,500.00 to the affected road authority, in addition to any other fines that may apply.

20. All work on the Local Road and rights-of-way shall be performed in a good and workmanlike manner and shall be in accordance with IDOT Standards and the "Standard Specifications for Road and Bridge Construction" (and any updates thereto), the "IDOT Standard Specifications") and local standard specifications.
21. If Developer reimburses the Road Authority for road work performed by the Road Authority, Developer shall pay for the Road Authority's work in accordance with Motor Fuel Tax Equipment Rates for the Road Authority in effect at the time the work is performed. Payments shall be made by Developer to the Road Authority within thirty (30) calendar days from the date a bill is delivered to Developer by mail or e-mail.
22. Developer shall be financially responsible for the repair of any damage to the Local Road to restore the Local Road to the same or better condition as existed prior to the damage (the "Road Repairs"); provided, however, Developer shall not be required to upgrade a surface treatment (that is, improve a seal coat road to a hot mix asphalt road) or widen a road or shoulders (unless needed to accommodate Developer's construction traffic). The scope of road damage (if any) at the time this Agreement is executed cannot be known; if conditions warrant following construction of the solar farm, the Road Repairs may require subsurface, drainage, and surface repairs (including an hauling in aggregate), as well as ditch and shoulder work (including seeding) and related engineering services.
23. When construction of the solar farm is complete, the Road Authority, a representative from Developer, and civil engineers as the parties may select, shall meet and review the condition of the Local Road and discuss the required Road Repairs. Following the on-site review of the Local Road, the parties shall make a good faith effort to promptly and mutually agree to the needed Road Repairs, as well as the cost of the Road Repairs so that a lump sum amount (the "Road Repair Payment") shall be paid by Developer to the Road Authority.
 - a. If the parties cannot agree upon Road Repairs after a good faith attempt to resolve the dispute or upon written demand by either party, the parties, within twenty-one (21) calendar days shall select a neutral engineer for resolution of the dispute (the "Neutral Engineer"). The Neutral Engineer shall be an independent civil engineering firm which is mutually acceptable to the parties and has experience in rural Illinois and is licensed in the State of Illinois. The parties and the Neutral Engineer shall promptly agree to procedures for submitting position papers and information to the Neutral Engineer and for an on-site inspection (if needed) by the Neutral Engineer. The Neutral Engineer shall complete its review and inspection within thirty (30) business days of its engagement by the parties and issue its

written report. The determination of the Neutral Engineer shall be binding upon the parties. The costs for such inspection and report by the Neutral Engineer shall be paid by Developer.

24. Developer shall furnish the Road Authority with evidence of liability insurance in the amount of at least Five Million Dollars (\$5,000,000.00) (United States currency) per occurrence covering the activities of Developer contemplated by this Agreement. The insurance shall be written by a company rated by Standard & Poor's rating group as B+ or better or as otherwise determined to be acceptable by the Road Authority. A Certificate of Insurance shall be provided to the Road Authority before construction of the solar farm begins. The insurance policy shall provide for a thirty (30) day "prior notice of changes or termination" provision in favor of the Road Authority. Should Developer allow such liability insurance to terminate, the Road Authority shall have recourse against the funds posted by Developer sufficient to cause the liability insurance to be reinstated. Tazewell County and its elected and appointed officials, agents, and employees shall be named as additional insureds on the policy.
25. At least seven (7) calendar days before construction of the solar farm begins, Developer shall deliver to the Road Authority an irrevocable letter of credit in the amount of One Hundred Thousand Dollars (\$100,000.00) per mile of Local Road to be held as financial security (the "Financial Security") by the Road Authority to ensure Developer's performance of its obligations under this Agreement. The letter of credit shall be issued by a sound financial institution located in the United States of American substantially in the form attached hereto as Exhibit D.
 - a. The Road Authority shall only be entitled to use the Financial Security in the event of a default under this Agreement by Developer. The Road Authority shall not use the Financial Security unless and until fourteen (14) calendar days after the receipt by Developer of a written notice specifying such default; if, after said fourteen (14) day period, (1) Developer does not cure the default OR (2) if the nature or extent of the obligation is such that more than fourteen (14) days are required, if Developer has not begun diligently pursuing actions to remedy the default.
 - b. Within thirty (30) days of the Road Authority's receipt of the Road Repair Payment, the Road Authority shall return the Financial Security to Developer or provide consent or authorization for the release or termination of the Financial Security.
26. Developer shall indemnify, defend, and hold the Road Authority harmless for any and all claims, demands, suits, actions, proceedings, or causes of actions brought against Tazewell County and/or its officers, employees, agents, representatives, and permitted assignees of any of the foregoing for any judgments, liabilities, obligations, fines, penalties, or expenses, including reasonable attorneys' fees and expenditures pertaining to third party personal injury or property damage ("Losses"), including but

not limited to claims related to any damage caused by increased runoff or change in drainage patterns caused by Developer's construction of the solar farm (including, but not limited to, the construction of access roads, laydown yards, and substations) but only to the extent that such Losses arise directly from the acts of Developer or Developer's Parties.

27. Developer agrees to reimburse the Road Authority for all reasonable attorneys' fees and costs associated with the negotiation, drafting, and execution of this Agreement, and for the ongoing review of compliance with the Agreement in the ordinary course.
28. Developer shall reimburse the Road Authority for all reasonable direct costs incurred in connection with any and all the road issues relating to Developer's use of the Local Road. If any action at law or in equity is brought by the Road Authority to enforce this Agreement and the Road Authority prevails in such litigation, the Road Authority shall be entitled to receive from Developer reasonable attorneys' fees and costs incurred, in addition to any other relief to which the Road Authority may be entitled.
29. This Agreement shall terminate upon the release and return of the Financial Security to Developer.
30. In the event Developer desires use of Local Roads for the development of another new or separate solar energy project, another road agreement with the Road Authority shall be required.
31. All notices and other communications hereunder shall be in writing and addressed as follows:

If to the Road Authority:

Tazewell County Highway Department
ATTN: County Engineer
21308 IL Route 9
Tremont, IL 61568
Telephone: 309-925-5532
Facsimile: 309-925-5533
Email: DParr@tazewell-il.gov

With copies to:

Tazewell County State's Attorney
Tazewell County Courthouse
342 Court Street, Suite 6
Pekin, IL 61554-3298
Telephone: 309-477-2205
Email: mholly@tazewell-il.gov

and

Sheryl Churney
Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, IL 61364
Telephone: 815-672-3116
Email: shchurney@ktjlaw.com

and

Tazewell County Community Development
Attn: Jaclynn Workman
11 S 4th St. Room 400
Pekin, IL 61554
Telephone: (309)477-2235
Email: jworkman@tazewell-il.gov

If to Developer:

Coyote Road Solar, LLC
Attn: Eli Varol – Solar Development
353 N. Clark Street, 30th Floor
Chicago, IL 60654
Telephone: 312-923-9463
Email: eli.varol@rwe.com

With a copy to:

RWE Clean Energy Development, LLC
1401 E 6th St., Suite 400
Austin, TX 78702
Attn: Legal Department, General Counsel
Telephone: (501) 368-8911
Email: ann.smith@rwe.com

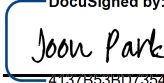
Unless otherwise provided, a notice shall be deemed to be received by a party (1) on the date of personal service; (2) five (5) calendar days after being sent by registered or certified mail, return receipt requested, postage prepaid, or (3) on the next business day if sent by overnight delivery service (e.g. *Federal Express*) with all fees prepaid. Notice may be sent to a provided e-mail address, however, notice sent via e-mail shall be followed by notice delivered by method described in subsections (1) - (3), unless such additional notice is waived in writing by the party receiving the notice. If notice is effected by e-mail, notice shall be deemed received on the date the receiving party provides written notification to the other party that a delivery of notice by supplemental means is not required. Either party may change the designated contact by providing notice to the other party of the new contact information in accordance with this paragraph.

32. Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, the parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
33. The failure of a party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.
34. This Agreement (including Exhibits) shall constitute the complete and entire agreement between the parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. Except as set forth in this Agreement, this Agreement may be amended only by a written agreement signed by the parties.

35. In the event that any clause, provision, or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
36. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
37. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in the Tenth Judicial Circuit, Tazewell County, Illinois.
38. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by e-mail shall be as effective as delivery of a manually signed counterpart to this Agreement. Electronic signatures complying with the Uniform Electronic Transactions Act, 815 ILCS 333/1 *et seq.*, as amended from time to time, or other applicable law, will be deemed original signatures for purposes of this Agreement.
39. No provisions of this Agreement shall in any way inure to the benefit of any person or third party so as to constitute any such person or third party as a third-party beneficiary under this Agreement, or of any one or more of the terms of this Agreement or otherwise give rise to any cause of action in any person not a Party hereto.
40. A Memorandum of this Agreement (substantially in the form of Exhibit E hereto) shall be recorded with the Tazewell County Recorder of Deeds by Developer at its expense within thirty (30) calendar days after the execution of this Agreement and a copy of the recorded Memorandum shall be delivered to the Road Authority within sixty (60) calendar days after the execution of this Agreement. Upon termination of this Agreement and release of the Financial Security in accordance with Section 25, the parties shall cooperate in executing and recording a release or termination of the Memorandum of Agreement, in a form mutually acceptable to both parties.
41. In the event of any ambiguity in the terms of this Agreement that the parties are unable to resolve and a dispute concerning such an ambiguity is subject to resolution by a judicial or alternative dispute resolution proceeding, then the ambiguity, if an ambiguity is found to exist, shall be interpreted and resolved in the light most favorable to the Road Authority.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to sign this Agreement on its behalf as of the date first set forth above.

Coyote Road Solar, LLC

By: 
Name: Joon Park
Title: Vice President

Tazewell County, Illinois

By: _____
Brett Grimm,
County Board Chairman

Attest:

By: _____
John C. Ackerman
County Clerk

Exhibit A: Map of Local Road for Haul Route

(attached)

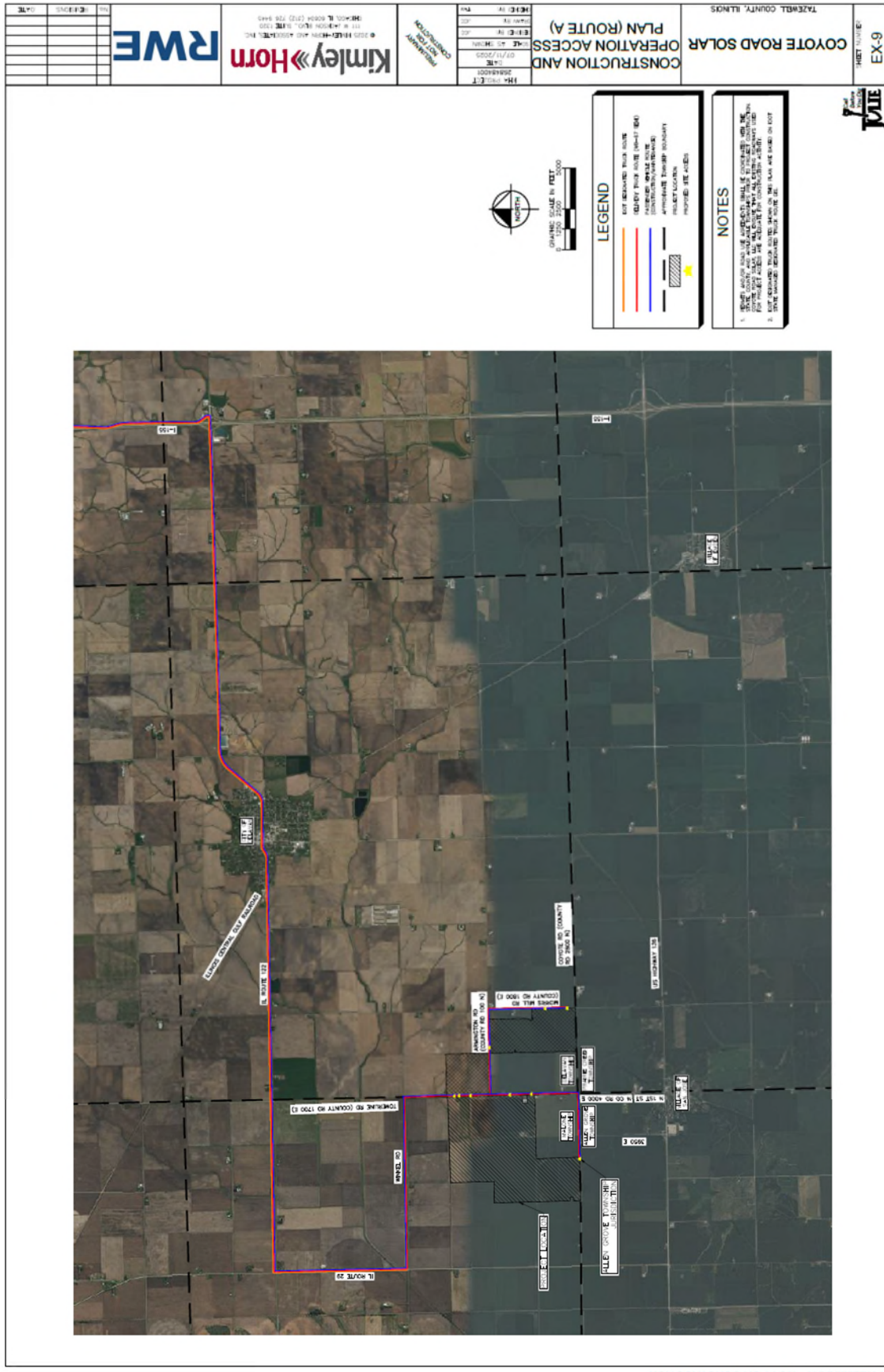


Exhibit B: Notice of Violation Form**NOTICE OF VIOLATION**

Deliver to:

Coyote Road Solar, LLC
 ATTN: Central Solar Development
 353 N. Clark Street, 30th Floor
 Chicago, IL 60654
 Phone: (312) 923-9463
 Email: eli.varol@rwe.com

Method of Delivery
 (Select all that apply)
☐ Email
☐ Overnight Delivery
☐ Personal Delivery to
 construction manager at site

Date: _____, 202__

Notice is hereby given to Developer that a violation of the Road Use Agreement entered into by the Road Authority and Developer has occurred.

Select:	Type of Violation:	Fine:	Notes:
	Road closure exceeds approved time	\$1,000 (each 30 minutes)	
	Failure to obtain or comply with OW/OS vehicle permit	\$2,500	
	Use of unpermitted road	\$2,500	
	Failure to remediate road hazard	\$5,000	
	Failure to notify of road closure or limited access event	\$5,000	
	Traffic Control Deficiency	Up to \$2,500	

Location: _____

Date/time: _____

Worker(s) or Contractor(s) involved: _____

Additional Notes: _____

Signature: _____

Print Name: _____

Title: _____

Fine must be paid within 21 days' of receipt of this Notice and be delivered to:
Address: Tazewell County Highway Dept., 21308 Illinois Route 9, Tremont, IL 61568

Exhibit C: Overweight/Oversize Vehicle Permit Application

TAZEWELL COUNTY HIGHWAY DEPARTMENT
21308 Illinois Route 9
Tremont, IL 61568

FAX: 309-925-5533

TELEPHONE: 309-925-5532

PERMITEE (Owner or lessee of vehicle):

APPLICANTS NAME:

Loaded:

☐ One Way ☐ Round Trip

STREET ADDRESS:

PHONE:

CITY:

STATE:

ZIP CODE:

FAX:

YEAR MAKE

METHOD OF MOVING OVERWEIGHT LOAD:

SERIAL/VIN NO:

☐ Loaded

☐ Towed

☐ Own Power

DESCRIPTION OF OBJECT TO BE MOVED:

NO. OF AXLES:

GROSS WEIGHT:

WIDTH:

LENGTH:

HEIGHT:

COUNTY HIGHWAY ROUTES TO BE TRAVELED:

EFFECTIVE DATE:

EXPIRATION DATE:

COUNTY ENGINEER

DATE

FEE \$

I, the undersigned, do hereby solemnly affirm that I have read the foregoing permit, and that I have read and agree to abide by the GENERAL PROVISIONS set forth on the reverse side of this sheet.

SIGNATURE:

Fax to: (309) 925-5533 -or- Email to: jsciortino@tazewell.com

GENERAL PROVISIONS

1. The acceptance of the permit by the grantee constitutes an agreement that the movement will be made strictly in compliance with the terms set forth in the permit.
2. This permit is effective only insofar as the Department has jurisdiction and does not release the grantee from fulfilling any other existing laws which may apply to the movement.
3. This permit does not authorize movement over any bridge that may be posted for a load limit nor for any movement over highways not maintained by the Tazewell County Highway Department.
4. The oversize permit movement will be made between sunrise and sunset any day except Saturday, Sunday, or a holiday.
5. The equipment load or object to be transported will not be loaded or unloaded nor parked either day or night upon the highway without specific permission from the Superintendent of Highways.
6. The movement will be made in such a manner that the highway will remain open at all times if it all possible and not obstruct the flow of traffic. Other traffic will be given the right of way over this movement.
7. The grantee assumes all responsibility for injury to persons or damage to public or private property, caused directly or indirectly by the transportation of vehicles or loads under this permit. Furthermore, the grantee agrees to hold the County of Tazewell harmless from all suits, claims, damages or proceedings of any kind, as a direct or indirect result of the transportation of the vehicle loads.
8. The driver of the vehicle will have the permit in his possession during the progress of the movement and will show said permit, on demand, to any police officer or any authorized employee of the Department.
9. This permit does not grant authority for the operation of any vehicle or combination of vehicles which is not properly licensed.
10. Flagmen will be furnished by grantee to insure safety to other traffic when the overall width of the vehicle exceeds 8'-0". The flagman shall be an employee of the grantee and may either ride in the cab of the motor vehicle with the driver or may accompany the movement in a passenger car or truck. (The driver of another vehicle transporting an over-dimension load cannot qualify as a flagman under this provision).
11. When a load extends beyond the left edge of a vehicle, or a load extends more than 4'-0" beyond the rear of the vehicle, a red flag not less than 16 inches square shall be displayed at the extreme rear end of the load.
12. Except as specified in the permit, the vehicle and load shall be moved in compliance with the statutory restrictions set forth in the Uniform Act Regulating Traffic on Highways.
13. This permit has been issued by the Department with the understanding that: (1) All legal requirements concerning operational authority imposed by the Illinois Motor Carrier of Property Act; or the Interstate Commerce Commission, have been complied with by the applicant. (2) The vehicles have been properly licensed in accordance with Illinois law. (3) Both the driver and owner of the vehicle to be moved has met all financial responsibility requirements imposed by law, and (4) The operator is properly licensed. Hence, when this permit has been acted upon by the grantee, such action shall be deemed an unequivocal allegation by the grantee that all operational, licensing and financial responsibility requirements have been complied with.
14. Height of structures shall be checked by the grantee to insure that adequate clearance is available for the movement.

Exhibit D: Form of Letter of Credit

FORM OF IRREVOCABLE LETTER OF CREDIT FORM

BENEFICIARY

Tazewell County, Illinois
ATTN: County Engineer
21308 IL RT 9
Tremont, IL 61568
Phone: 309-925-5532

APPLICANT

INSERT NAME
INSERT ADDRESS
INSERT CITY STATE ZIP

MONTH DAY, YEAR

Irrevocable Letter of Credit No.

Stated Amount: USD

Effective Date: _____

Expiration Date: _____

Issuer: _____

STREET ADDRESS

CITY, STATE ZIP

Ladies and Gentlemen,

We hereby issue this letter of credit at the request of and on behalf of Tazewell County, Illinois. We irrevocably authorize Beneficiary to draw on us from time to time amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced from time to time as forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in the form of Attachment 1 hereto manually signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to INSERT ADDRESS INFORMATION, (ii) refer to this Letter of Credit, and (iii) be delivered by certified mail or by overnight delivery service. Drawings may be presented by telecopy ("fax") to fax number [to be inserted] under telephone pre-advice to [number to be inserted], provided that such fax presentation is received on or before the Expiration Date on this instrument in accordance with the terms and conditions of this Letter of Credit, it being understood that any such fax presentation shall be considered the sole operative instrument of drawing. In the event of presentation by fax, the original documents should not also be presented.

If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Eastern Time on any Business Day, payment will be made not later than 6:00 P.M. Eastern Time on the following Business Day and if a draw request is so presented to us after 11:00 A.M.

Eastern Time on any Business Day, payment will be made on the second succeeding Business Day not later than 6:00 P.M. Eastern Time. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of New York and a day on which payments can be effected on the fedwire system.

It is a condition of this Letter of Credit that the Expiration Date shall be automatically extended without amendment for one (1) year from the Expiration Date hereof and for successive one (1) year periods thereafter unless at least thirty (30) days prior to any such Expiration Date we send notice to you by certified mail or hand delivered courier, at the address stated above, that we elect not to extend this Letter of Credit for any additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall promptly notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by email to the Beneficiary and to Sheryl Churney, Klein, Thorpe & Jenkins, Ltd., 7 Northpoint Drive, Streator, Illinois 61364, 815-672-0738 (facsimile), shchurney@ktjlaw.com. Our failure to so notify any party other than the named beneficiary hereof shall not invalidate such notice of non-compliance. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

All issuing bank charges are for the account of the Applicant.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any other document, instrument or agreement, whether or not referred to herein.

This Letter of Credit contemplates and allows for multiple draws. Each draw shall reduce the amount available for subsequent draws under this Letter of Credit. The Stated Amount may be increased or reduced by subsequent amendments hereto. No amendment reducing the available amount of this Letter of Credit shall be effective without the written concurrence of the Beneficiary.

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit.

This Letter of Credit is governed by the provisions of the Uniforms Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP600") and matters not addressed by UCP600 shall be governed and construed in accordance with the laws of the State of Illinois.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the Circuit Court of the Tenth Judicial Circuit, Tazewell County, Illinois.

BANK NAME

Attachment 1

DRAW REQUEST

BANK NAME
STREET ADDRESS
CITY, STATE ZIP

Copy to:

INSERT NAME
INSERT ADDRESS
INSERT CITY, STATE, ZIP

Ladies and Gentlemen,

The undersigned, on behalf of Tazewell County, Illinois (the “Beneficiary” hereunder), hereby requests a draw in the amount of \$ _____ (“this Draw”) against the Irrevocable Letter of Credit _____ dated _____, 202__, (the “Letter of Credit”), issued by BANK NAME in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that:

- A) This Draw is authorized by the Road Use Agreement dated [INSERT DATE, 202__] entered into by and between Coyote Road Solar, LLC (“Developer”) and Tazewell County, Illinois (the “Road Agreement”).
- B) The Beneficiary has determined that there has been a default under the Road Agreement and that by reason thereof the Beneficiary is entitled to the amount demanded. [alternative basis: The Beneficiary has received notice from the Bank of its intention not to extend the Letter of Credit beyond the current expiration date and Developer has failed, prior to the close of business on [_] [insert date which is not more than thirty (30) days before the present expiration date], to deliver to Beneficiary a replacement Letter of Credit satisfying the requirements of the Agreement].
- C) The Beneficiary has given written notice of such default to Developer in accordance with the terms of the Road Agreement and Developer has failed to cure the default within fourteen (14) calendar days after the mailing of the written notice.

D) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

E) You are directed to make payment of this Draw to

_____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this _____ day of _____, 202__.

Tazewell County, Illinois
as Beneficiary

By _____

Name _____

Title: County Engineer OR
County Board Chair

Exhibit E: Memorandum of Agreement

MEMORANDUM
OF AGREEMENT

NOTICE IS HEREBY GIVEN that an Agreement was entered into by and between Tazewell County, Illinois and Coyote Road Solar, LLC (the “Developer”) concerning use of local roads and road rights-of-way under the jurisdiction of Tazewell County and affecting real estate in the following sections of Malone, Hopedale, Boynton, and Delavan Townships:

Malone Township: Sections 11, 12, 13, 14, 24, 25

Hopedale Township: Sections 29, 32

Boynton Township: Sections 4, 5, 6

Delavan Township: Sections 1, 2, 7, 8, 9, 10, 11, 30

The Agreement imposed obligations upon the Developer related to use of local roads and road rights-of-way under the jurisdiction of the Road Authority for the construction of the Developer’s solar farm located on the parcel identified:

Legal Description: See Attached Exhibit A

PIN: See Attached Exhibit A

Commonly known as: Delavan and Malone Township, Tazewell County, IL

Coyote Road Solar, LLC

By: _____

Print Name: _____

Title: _____

Date: _____, 2025

Subscribed to and sworn before me
on _____, 202__

Notary Public

THIS DOCUMENT PREPARED BY:

Coyote Road Solar, LLC
ATTN: Ann Smith
Legal Real Estate
353 N. Clark Street, 30th Floor
Chicago, IL 60654

AND RETURN TO:

Sheryl Churney

Klein, Thorpe & Jenkins, Ltd.
7 Northpoint Drive
Streator, IL 61354

Exhibit A**Legal Description and PINs of Solar Project**

Legal Description	PIN
The South Half of the Southwest Quarter of Section 19, Township 22 North, Range 4 West of the Third Principal Meridian, in Tazewell County, Illinois.	21-21-19-300-003
The North Half of the Southwest Quarter of Section 19, Township 22 North, Range 4 West of the Third Principal Meridian	21-21-19-300-002
The Southeast Quarter of the Southeast Quarter of Section 24, Township 22, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois.	20-20-24-400-002
The Southwest Quarter of the Southeast Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois.	20-20-24-400-001
The South Half of the Southeast Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois. PIN: 21-21-30-400-004.	21-21-30-400-004
The North half of the North half of the Southeast Quarter and 5 acres in even width off the East side of the North half of the North half of the Southwest Quarter of Section 24, Township 22, North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, containing 45 acres, more or less, subject; however, to an easement for ingress and egress 25 feet in width off of the North side of the North half of the North half of the Southeast Quarter and 5 acres in even width off the East side of the North half of the North half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois.	20-20-24-400-003
The Northeast Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois.	21-21-30-200-001
The West Half of the Southwest Quarter of Section 25, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois.	20-20-26-300-001
The East Half of the Southeast Quarter of Section 26, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois EXCEPT that part described as follows: Beginning at the Southwest Corner of the East Half of the Southeast Quarter of Section 26; thence North 661 feet; thence East 212 feet; thence South 222 feet; thence West 198 feet; thence South 439 feet; thence West 14 feet to the point of beginning, all situated in Tazewell County, Illinois.	20-20-26-400-002
The South Half (S ½) of the Northeast Quarter (N ¼) of Section Twenty-five (25), Township Twenty-two (22) North Range Five (5) west of the	20-20-25-200-007

Legal Description	PIN
<p>Third Principal Meridian, EXCEPT a strip of land one (1) rod off the south side thereof, and subject to easement rights heretofore granted.</p> <p>LESS AND EXCEPT:</p> <p>Dedicated right of way as described instrument dated March 1960, granted by John Betzelberger, in favor of the County of Tazewell, State of Illinois, recorded on June 2, 1960 in Volume 626, Page 593 (ROW), Official Public Records, Tazewell County, Illinois.</p> <p>AND LESS AND EXCEPT:</p> <p>Beginning at a point five hundred (500) feet North of the Southeast Corner of the Southeast Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, thence running West 260 feet, thence North 100 Feet, thence East 260 Feet and thence South 100 feet to the place of beginning, excepting that part conveyed for highway use and subject to any easements of record, and all being situated in the County of Tazewell, in the State of Illinois.</p> <p>And being the same real estate conveyed to Robert Logan Betzelberger and Luellen Marie Betzelberger, husband and wife, by Logan E. Betzelberger and M. Josephine Betzelberger, his wife, by Deed dated August 12, 1971, recorded September 10, 1971 in Volume 878, Page 10 (D), Official Public Records, Tazewell County, Illinois.</p> <p>AND ALSO, LESS AND EXCEPT:</p> <p>A part of the Northeast Quarter (NE1/4) of Section 25, Township 22 North, Range 5 West of the Third Principal Meridian, Malone Township, Tazewell County, Illinois, more particularly described as follows:</p> <p>Commencing at the Southeast Corner of said Northeast Quarter; thence North 01°-19'-22" West 16.50 feet along the East Line of said Northeast Quarter to the North Line of the South one rod of said Northeast Quarter and the point of beginning. From said point of beginning, thence South 88°-26'-05" West 2610.62 feet along said North Line to the West Line of said Northeast Quarter; thence 01°-29'-14" West 1015.64' feet along said West Line; thence North 88°-30'-46" East 353.70 feet; thence South 01°-29'-14" East 633.78 feet; thence South 88°-30'-46" West 303.70 feet to a point 50 feet normally distant East of said West Line; thence South 01°-29'-14" East 296.73 feet along a line parallel with said West Line to a point of curvature; thence Southeast 70.75 feet along the arc of a curve concave to the Northeast with a radius of 45.00 feet and the 63.68 foot chord of said arc bears South 46°-31'35" East to a point of Tangency being 40 feet normally distant North of said North Line; thence North 88°-26'-05" East 2515.67 feet along a line parallel with said North Line to said East Line; thence South 01°-19'-22" East 40.00 feet along said East Line to the point of beginning and containing 7.95 acres, more or less, and all being situated in the County of Tazewell, in the State of Illinois.</p>	

Legal Description	PIN
And being the same real estate conveyed to Rail Splitter Wind Farm, LLC, by Robert Logan Betzelberger and Linda Lee Betzelberger as Trustees of the Loan E. Betzelberger Trust, established in the Last Will and Testament of Loan E. Betzelberger, by Deed dated June 13, 2008, recorded June 24, 2008 as Instrument No. 200800013881 (D), Official Public Records, Tazewell County, Illinois.	
The North Half (N ½) of the North East Quarter (NE ¼) of Section Twenty-Five (25), Township Twenty- North, Range Five (5) West of the Third Principal Meridian, subject to easement rights heretofore granted for Electric High Line purposes.	20-20-25-200-001
The East Half of the Northeast Quarter of Section 26, Township 22 North Range 5 West of the Third Principal Meridian, AND The South Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian AND The Northwest Quarter of Section 25, Township 22 North, Range 5 West of the Principal Meridian, AND A Strip of land one rod wide off the North side of the North Half of the Southeast Quarter of Section 25, and a strip of land one rod wide off of the South side of the Northeast Quarter of Section 25, all in Township 22 North, Range 5 West of the Third Principal Meridian, being situated in Tazewell County, Illinois.	20-20-25-100-008
The North Half of the Southeast Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois.	21-21-30-400-003
The North Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, Except 5 acres in even width off of the East side of the North Half of the North Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, together with an easement for ingress and egress 25 feet in width off the North side of the North Half of the North Half of the Southeast Quarter and 5 acres in even width off the East side of the North Half of the North Half of the Southwest Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, and all being situated in the County of Tazewell, in the State of Illinois.	20-20-24-300-001
The South Half of the North Half of the Southeast Quarter of Section 24, Township 22 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois.	20-20-24-400-004
The North Half of the Southwest Quarter of Section 30, Township 22 North, Range 4 West of the Third Principal Meridian, in Tazewell County, Illinois.	21-21-30-300-010

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Decommissioning Agreement for Fast Ave Solar, LLC; and

WHEREAS, the 4.99 MW solar farm was approved by the Zoning Board of Appeals for Special Use on July 24th, 2024 to be located on approximately 37.67 acres located 33885 Fast Ave and in Mackinaw Township; and

WHEREAS, the plan is in accordance with the Illinois Department of Agriculture's – Agricultural Impact Mitigation Agreement, in accordance with 20 IL-CS 5/5-222, and Chapters 156 and 157 of the Tazewell County Code.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation

BET IT FURTHER RESOLVED that the County Clerk Notified the County Board Office, Community Development and the Auditor of this action.

PASSED THIS 30th DAY of July, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



DECOMMISSIONING AND SITE RECLAMATION PLAN

FAST AVE SOLAR LLC
TAZEWELL COUNTY, ILLINOIS

Prepared for:

Dimension Energy, LLC

3050 Peachtree Rd, 4th Floor

Atlanta, GA 30305

Prepared By:

Kimley»Horn

Kimley-Horn & Associates, Inc.

570 Lake Cook Rd, Suite 200

Deerfield, IL 60015

Contact: Ryan Solum, P.E.

Prepared on: June 18, 2025



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Exhibits

- A. Opinion of Probable Construction Cost with Salvage
- B. SFLP Rev 1 (dated 01/17/2025)
- C. Executed Agricultural Impact Mitigation Agreement (AIMA)

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1.0 INTRODUCTION

Background

Fast Ave Solar LLC, a wholly owned entity of Dimension Energy, LLC (collectively, the “**Applicant**” or “**Fast Ave**” or “**Dimension**”), hereby submits this Decommissioning and Site Reclamation Plan (“**Decommissioning Plan**” or “**Plan**”) for compliance with the Agricultural Impact Mitigation Agreement and Tazewell County Solar Energy Systems Ordinance Section 156.06 to construct, operate, and maintain the Fast Ave Solar LLC solar project, a proposed 4.99 MWac Solar Energy System (Project) on approximately 37.67 acres within PIN 13-13-14-400-004 in Tazewell County, Illinois. As shown in **Exhibit B: SFLP Rev 1**, the Project’s site layout meets the required minimum road right-of-way setbacks and property line setbacks according to Solar Energy Systems Ordinance of Tazewell County.

The Project will be sited on a parcel that is approximately 37.67 acres. In existing conditions, the site is a relatively flat agricultural field.

This Decommissioning Plan (Plan) is developed in compliance with Agricultural Impact Mitigation Agreement (AIMA) and Solar Energy Systems Ordinance of Tazewell County.

This Plan covers and addresses the following elements outlined in the conditions of the AIMA and Solar Energy Systems of Tazewell County:

- Removal of Above Ground and Below Ground Infrastructure;
- Repair of compaction and rutting;
- Prevention of soil erosion;
- Access roads;
- Weed/vegetation control;
- Decommissioning plans and financial assurance of commercial solar energy facilities.

In addition, per Executed Agricultural Impact Mitigation Agreement (AIMA), the Project must be fully decommissioned within twelve (12) months of the end of the Project’s useful life in accordance with the decommissioning plan.

2.0 PROJECT COMPONENTS

The Project Components that are subject to decommission include the equipment summarized below. The decommission activities associated with these components are discussed in Section 3.0 of this Plan.

Solar Photovoltaic (PV) Equipment

The project will use Solar Photovoltaic (PV) modules mounted on single axis tracker racking with steel pile foundations.

Internal Power Collection System

The PV-generated DC power will be collected from each of the multiple rows of PV modules through one or more combiner boxes and conveyed to inverters. The inverters will convert the DC power to AC power, which will be interconnected into the existing power line running along the north side of the project boundary.

Transformers and PV combining switchgear will be mounted on concrete foundations.

Earthwork

It is anticipated that the site will require minimal grading for the Project. Site grading and drainage will be conducted in accordance with Final Civil Construction plans.

Roads

Permanent access to the Project will be off Fast Avenue. The site access will be constructed in accordance with Tazewell County requirements and the Final Civil Construction Plans. Per request of the Tazewell County Highway Engineer and the Mackinaw Township Road Commissioner, the project will also include a temporary construction access driveway from County Hwy 17 (Lilly Road). This temporary access will be removed once construction is complete. The on-site site access road is anticipated to be gravel. Both driveways will require a culvert and will be designed during Final Engineering.

Fencing

The Project site will be surrounded by a seven-foot fence. Entry gates will be provided near the site access of Fast Avenue.

3.0 PROJECT DECOMMISSION AND RECYCLING

Decommission includes removal of above-ground and below-ground structures. Only minor grading is anticipated during construction; and therefore, will require limited or no grading following decommission. Temporary erosion and sedimentation control Best Management Practices should be implemented during the decommission phase of the Project. Work hours on site will be typical 9 am – 5 pm or as otherwise required by the County.

Decommission Preparation

Prior to commencement of the decommission process, the contractor will assess existing site conditions and prepare the site for demolition. Demolition debris shall be placed in temporary onsite storage area(s) pending final transportation and disposal and/or recycling according to the procedures listed below.

Permits and Approvals

It is anticipated that an NPDES Permit from the Illinois Environmental Protection Agency (IEPA) and a SWPPP will be required. The proposed development area of the site does not contain waters of the United States or Threatened or Endangered species; thus, no federal approvals are expected. Appropriate applications for permits from the state and/or local authorities having jurisdiction (AHJs) shall be submitted and approved prior to decommission activities.

PV Equipment Removal and Recycling

During decommissioning, Project components shall be removed from the site and recycled or disposed of at an appropriately licensed disposal facility. Above ground portions of the PV module supports shall be removed. Below ground portions of the PV module supports shall be removed entirely where practical, but to a depth of five feet at a minimum. Those supports that are more firmly anchored (e.g., such as embedded in bedrock) may be cut off at least five feet below ground or to the depth of bedrock, and the remaining support left in place. This depth will avoid impact of underground equipment on future farming or other construction activities. The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the onsite equipment being used. The debris and equipment shall be processed for transportation and delivery to an appropriately licensed disposal facility or recycling center. Modules shall be recycled in accordance with the solar module manufacturer's (or equivalent) recycling program. No hazardous materials or waste will be used during operation of the solar facility, and disposal of hazardous material or waste will not be required during decommission.

Internal Power Collection System

The cables, inverters, and transformers shall be dismantled. The concrete foundations shall be broken up, removed and recycled. If ground-screw foundations are used, they shall be removed and recycled. According to the AIMA, underground cables that are buried to a depth greater than five feet are not required to be removed; however, for this estimate, they will be counted as removed. Overhead conductors shall be removed from the poles, and the poles and pole foundations shall be removed. Aluminum from the conductors shall be recycled or removed from the site to an appropriately licensed disposal facility.

Roads

Gravel from the on-site access road shall be removed and recycled. Once the gravel is removed, the soil below the access road shall be scarified a depth of 18-inches and blended as noted in the Site Restoration section below.

Fencing

Project site perimeter fence shall be removed at the end of the decommission project. Since the project site is not currently fenced, this includes removal of all posts, footings, fencing material, gates, etc. to return the site to pre-project condition.

Landscaping

Unless requested in writing to remain in place by the landowner, all vegetative landscaping and screening installed as part of the Project will be removed. Any weed control equipment used during the project, including weed-control fabrics or other ground covers shall be removed. Landscape areas will be restored as noted in the Site Restoration section below.

Site Restoration

Once removal of all project equipment and landscaping is complete, all areas of the project site that are unvegetated or where vegetation was disturbed/removed as part of decommissioning shall be restored by the applicant. Restoration shall consist of applying additional topsoil, seed, and necessary fertilizer to ensure that adequate vegetation is established throughout the project site. Areas that exhibit compaction and/or rutting shall be scarified a depth of 18-inches prior to placement of topsoil and seed. The existence of drainage tile lines or underground utilities may necessitate less scarification depth. The applicant is responsible for promptly repairing damage to drain tiles and other drainage systems that result from decommissioning of the commercial solar energy facility.

4.0 FUTURE LAND USE

Per the requirements of the Illinois Department of Agriculture (IDOA), an Agricultural Impact Mitigation Agreement (AIMA) must be signed by the Facility owner and filed with the County Board prior to the Commencement of Construction. The IDOA prepared the AIMA to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Decommission of a Solar Energy System. Per the AIMA, all solar panels shall be removed from the property and the land must be restored to its pre-existing condition for agricultural use at the end of the project life cycle. This Decommissioning Plan is consistent with the AIMA requirements to return the land to its pre-project conditions as an agricultural field. Refer to Executed Agricultural Impact Mitigation Agreement (AIMA) for the AIMA.

5.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The following provisions are incorporated into this Decommissioning Plan by reference to Tazewell County Solar Energy Systems Ordinance Section 156.06 Subsection 12:

- Prior to issuance of the County building permit, the facility owner shall have the approval of the Decommissioning Plan to include the end of life cost estimate of decommissioning. The cost estimate shall be phased over the life of the project and increases at the inflation rate of the higher of either 2.5% or the average inflation rate of CPI-U of the three prior calendar

years, at the time of approval. The base estimate should not be more than 12 months old at the time of consideration.

- Decommissioning of a Facility shall include the removal/disposition of all solar related equipment/facilities.
- All bond issuers must maintain an A+ rating by AM Best for viability and consideration of the County Board. Said revaluation must be performed by a certified third-party Professional Engineer licensed in the State of Illinois and provided for review by the County. Should the County find reason to disagree with the revaluation, the County shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the Facility Owner.
- Any areas of decommissioning not specifically addressed herein or conflicting with the Department of Agriculture's Agricultural Impact Mitigation Agreement shall adhere to the "Agreement" filed with the State of Illinois.
- The construction method and techniques for the Facility and other similar facilities.
- A comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.

6.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The AIMA and Solar Energy Systems Ordinance of Tazewell County requires the Owner and/or Operator to provide a present-day decommission cost estimate and provide the County with Financial Assurance to cover the estimated costs of Decommission of the Facility. Financial Assurance to cover the estimated costs of end of life of decommissioning of the Commercial Solar Energy Facility shall be at ten percent (10%) of the cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility. Financial assurance shall be provided in the form of a surety or like bond and on or before the sixth anniversary, the Financial Assurance shall increase to fifty percent (50%) of the end of life decommissioning cost included in the approved Plan. Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the Plan and associated cost estimate. On or before the eleventh anniversary of the Commercial Operation Date, and every five years thereafter, the Financial Assurance shall be increased to one hundred percent (100%) of the end of life decommissioning cost, based upon the most recently re-evaluated version of the Plan. Additional detail can be found in the Standard Solar AIMA and Solar Energy Systems Ordinance of Tazewell County. See **Exhibit A: Opinion of Probable Construction Cost with Salvage**. Industry standard prices in 2025 for removal costs were determined using RS Means cost data. Removal cost includes materials, contractor installation/demolition, mobilization and demobilization, overhead and profit, and performance bonding.

EXHIBIT A

Opinion of Probable Construction Cost With Salvage

Fast Avenue, LLC
Tazewell County, IL
Decommissioning Estimate Pro Forma w/ Salvage

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. LS = Lump Sum, HR = Hours, EA = Each, LF = Linear Feet.

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
Mobilization	1	LS		\$ -	\$ 19,840.00	\$ (19,840.00)
Temporary Facilities	1	LS		\$ -	\$ 2,380.00	\$ (2,380.00)
Safety	1	LS		\$ -	\$ 1,610.00	\$ (1,610.00)
Legal Expenses	1	LS		\$ -	\$ 430.00	\$ (430.00)
General Liability Insurance	1	LS		\$ -	\$ 1,730.00	\$ (1,730.00)
Contractor's G&A	1	LS		\$ -	\$ 3,260.00	\$ (3,260.00)
SWPPP, Erosion Control Measures (Disturbed Area)	26	AC	\$670.00	\$ -	\$ 17,420.00	\$ (17,420.00)
Seeding	2	AC	\$2,818.33	\$ -	\$ 5,636.66	\$ (5,636.66)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	1	AC	\$27,651.44	\$ -	\$ 27,651.44	\$ (27,651.44)
Remove and Recycle Chainlink Fence	4,664	LF	\$14.97	\$ 2,350.66	\$ 69,805.55	\$ (67,454.89)
Remove Power Pole	7	EA	\$856.04	\$ -	\$ 5,992.28	\$ (5,992.28)
Remove and Recycle AC Cables	875	LF	\$13.05	\$ 148.31	\$ 11,416.12	\$ (11,267.81)
Remove and Recycle DC Cables	151,042	LF	\$0.52	\$ 25,601.58	\$ 78,635.07	\$ (53,033.49)
Backfill AC and DC trenches	52,451	LF	\$0.87	\$ -	\$ 45,866.34	\$ (45,866.34)
Remove and Recycle Inverters/Transformers	2	EA	\$4,551.50	\$ 10,800.00	\$ 9,103.00	\$ 1,697.00
Remove and Recycle Photovoltaic Modules	12,582	EA	\$3.31	\$ 38,769.74	\$ 41,646.42	\$ (2,876.68)
Remove and Recycle Piles	2,495	EA	\$10.55	\$ 25,149.60	\$ 26,322.25	\$ (1,172.65)
Remove and Recycle Support Assemblies	385,037	LB	\$0.11	\$ 34,653.36	\$ 43,297.47	\$ (8,644.10)
Contaminated Soils Testing	1	LS		\$ -	\$ 4,000.00	\$ (4,000.00)
Reclamation Monitoring and Maintenance	1	LS		\$ -	\$ 10,000.00	\$ (10,000.00)
Subtotal:				\$ 137,473.25	\$ 426,042.60	\$ (288,569.35)
				40-Year Inflation (2.5%/year)		(\$486,257.77)
					Total:	(\$774,827.12)

Notes:

- Quantities were recorded on 6/11/2025.
- Labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2025 data).
- Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Peoria, IL.
- Material salvage values were based off of current US salvage exchange rates.
- Equipment rental rates determined from RSMeans and/or local rental facilities.
- Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).
- For PV Module Removal/Recycle labor and equipment costs are computed at present values, while salvage value is computed at depreciated
- Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @\$0.17/LF (AC and DC Cables) and Steel @\$0.5/LF of fence, @\$0.63/pile, and @\$0.09/LB.
- Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life (every 5 years).



EXHIBIT B

SFLP Rev 1

CUSTOMER POLE #3 (CUSTOMER METER)
 CUSTOMER POLE #2 (CUSTOMER RECLOSER)
 CUSTOMER POLE #1 (CUSTOMER DISCONNECT)
 NEW UTILITY POLE #3 (UTILITY METER /PCC)
 NEW UTILITY POLE #2 (UTILITY RECLOSER)
 NEW UTILITY POLE #1 (UTILITY DISCONNECT)

POINT OF INTERCONNECTION

PROPERTY LINE SETBACK (TYP.)

PROPERTY LINE (TYP.)

ELECTRICAL EQUIPMENT PAD

INFILTRATION BASIN (TYP.)

WETLAND (TYP.)

TEMPORARY CONSTRUCTION ACCESS ROAD

East Ave

County Road 3400

Bacon Cemetery

48

PLANT SUMMARY	
LATITUDE & LONGITUDE	40.5370°, -89.2917°
PLANT CAPACITY	7.49MWdc/4.99MWac
DC/AC RATIO	1.50
MINIMUM TEMP.	-22.5°C (ASHRAE n=MEAN)
MAXIMUM TEMP.	35.1°C (ASHRAE n=MEAN)
BLOCK/MVT SIZE	TBD
GCR	44%
PITCH	17.76 FEET
RACKING TYPE	1P
INVERTER RATING	150KVA
INVERTER MAKE	SMA
INVERTER MODEL	SMA SHP150-US-20- PEAK3 (150 kW)
TOTAL NO. OF INVERTER	34
TOTAL NO. OF MVT	2
PV MODULE RATING	595 Wp
PV MODULE MAKE	JA SOLAR
PV MODULE MODEL NO.	JAM66D45 LB 590-615
TOTAL NO. OF PV MODULES	12582
MODULES PER STRING	27
PV MODULE DIMENSION (LxWxD)	2382±2MMx1134±2MMx30±1MM
MODULES PER 4 STRING TABLE	108 (1Px108)
TOTAL NO. OF 4 STRING TABLES	84
MODULES PER 3 STRING TABLE	81 (1Px81)
TOTAL NO. OF 3 STRING TABLES	16
MODULES PER 2 STRING TABLE	54 (1Px54)
TOTAL NO. OF 2 STRING TABLES	41

OFFSETS	
PROPERTY LINE	50 FEET
EXISTING OHW LINE	50 FEET
EXISTING RESIDENTIAL BLDG.	150 FEET
EXISTING WETLAND	30 FEET

[illegible]

DIMENSION
RENEWABLE ENERGY

3050 PEACHTREE RD, 4TH FL, ATLANTA
GA 30305, USA

DATE: 01.17.2025	SHEET NO.: 010F02
SCALE: AS-NOTED	PAPER SIZE: ARCH-D

EXHIBIT C

Executed Agricultural Impact Mitigation Agreement (AIMA)

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT

between
Fast Ave Solar LLC

and the

ILLINOIS DEPARTMENT OF AGRICULTURE
Pertaining to the Construction of a Commercial Solar Energy Facility
in
Tazewell County, Illinois

Pursuant to the Renewable Energy Facilities Agricultural Impact Mitigation Act (505 ILCS 147), the following standards and policies are required by the Illinois Department of Agriculture (IDOA) to help preserve the integrity of any Agricultural Land that is impacted by the Construction and Deconstruction of a Commercial Solar Energy Facility. They were developed with the cooperation of agricultural agencies, organizations, Landowners, Tenants, drainage contractors, and solar energy companies to comprise this Agricultural Impact Mitigation Agreement (AIMA).

Fast Ave Solar LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 4.99MW AC Commercial Solar Energy Facility in Tazewell County [GPS Coordinates: 40.536626N, 89.289386W], which will consist of up to 25.50 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

If Construction does not commence within four years after this AIMA has been fully executed, this AIMA shall be revised, with the Facility Owner's input, to reflect the IDOA's most current Solar Farm Construction and Deconstruction Standards and Policies. This AIMA, and any updated AIMA, shall be filed with the County Board by the Facility Owner prior to the commencement of Construction.

The below prescribed standards and policies are applicable to Construction and Deconstruction activities occurring partially or wholly on privately owned agricultural land.

Conditions of the AIMA

The mitigative actions specified in this AIMA shall be subject to the following conditions:

- A. All Construction or Deconstruction activities may be subject to County or other local requirements. However, the specifications outlined in this AIMA shall be the minimum standards applied to all Construction or Deconstruction activities. IDOA may utilize any legal means to enforce this AIMA.
- B. Except for Section 17. B. through F., all actions set forth in this AIMA are subject to modification through negotiation by Landowners and the Facility Owner, provided such changes are negotiated in advance of the respective Construction or Deconstruction activities.
- C. The Facility Owner may negotiate with Landowners to carry out the actions that Landowners wish to perform themselves. In such instances, the Facility Owner shall offer Landowners the area commercial rate for their machinery and labor costs.

Standard Solar AIMA V.8.19.19

- D. All provisions of this AIMA shall apply to associated future Construction, maintenance, repairs, and Deconstruction of the Facility referenced by this AIMA.
- E. The Facility Owner shall keep the Landowners and Tenants informed of the Facility's Construction and Deconstruction status, and other factors that may have an impact upon their farming operations.
- F. The Facility Owner shall include a statement of its adherence to this AIMA in any environmental assessment and/or environmental impact statement.
- G. Execution of this AIMA shall be made a condition of any Conditional/Special Use Permit. Not less than 30 days prior to the commencement of Construction, a copy of this AIMA shall be provided by the Facility Owner to each Landowner that is party to an Underlying Agreement. In addition, this AIMA shall be incorporated into each Underlying Agreement.
- H. The Facility Owner shall implement all actions to the extent that they do not conflict with the requirements of any applicable federal, state and local rules and regulations and other permits and approvals that are obtained by the Facility Owner for the Facility.
- I. No later than 45 days prior to the Construction and/or Deconstruction of a Facility, the Facility Owner shall provide the Landowner(s) with a telephone number the Landowner can call to alert the Facility Owner should the Landowner(s) have questions or concerns with the work which is being done or has been carried out on his/her property.
- J. If there is a change in ownership of the Facility, the Facility Owner assuming ownership of the Facility shall provide written notice within 90 days of ownership transfer, to the Department, the County, and to Landowners of such change. The Financial Assurance requirements and the other terms of this AIMA shall apply to the new Facility Owner.
- K. The Facility Owner shall comply with all local, state and federal laws and regulations, specifically including the worker protection standards to protect workers from pesticide exposure.
- L. Within 30 days of execution of this AIMA, the Facility Owner shall use Best Efforts to provide the IDOA with a list of all Landowners that are party to an Underlying Agreement and known Tenants of said Landowner who may be affected by the Facility. As the list of Landowners and Tenants is updated, the Facility Owner shall notify the IDOA of any additions or deletions.
- M. If any provision of this AIMA is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the AIMA shall be interpreted as if it did not contain the unenforceable provision.

Definitions

Abandonment

When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.

Fast Ave Solar LLC
Standard Solar Agricultural Impact Mitigation Agreement

Aboveground Cable	Electrical power lines installed above ground surface to be utilized for conveyance of power from the solar panels to the solar facility inverter and/or point of interconnection to utility grid or customer electric meter.
Agricultural Impact Mitigation Agreement (AIMA)	The Agreement between the Facility Owner and the Illinois Department of Agriculture (IDOA) described herein.
Agricultural Land	Land used for Cropland, hayland, pastureland, managed woodlands, truck gardens, farmsteads, commercial ag-related facilities, feedlots, livestock confinement systems, land on which farm buildings are located, and land in government conservation programs used for purposes as set forth above.
Best Efforts	Diligent, good faith, and commercially reasonable efforts to achieve a given objective or obligation.
Commercial Operation Date	The calendar date of which the Facility Owner notifies the Landowner, County, and IDOA in writing that commercial operation of the facility has commenced. If the Facility Owner fails to provide such notifications, the Commercial Operation Date shall be the execution date of this AIMA plus 6 months.
Commercial Solar Energy Facility (Facility)	A solar energy conversion facility equal to or greater than 500 kilowatts in total nameplate capacity, including a solar energy conversion facility seeking an extension of a permit to construct granted by a county or municipality before June 29, 2018. "Commercial solar energy facility" does not include a solar energy conversion facility: (1) for which a permit to construct has been issued before June 29, 2018; (2) that is located on land owned by the commercial solar energy facility owner; (3) that was constructed before June 29, 2018; or (4) that is located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load and is limited in nameplate capacity to less than or equal to 2,000 kilowatts.
Commercial Solar Energy Facility Owner deemed (Facility Owner)	A person or entity that owns a commercial solar energy facility. A Commercial Solar Energy Facility Owner is not nor shall it be to be a public utility as defined in the Public Utilities Act.
County	The County or Counties where the Commercial Solar Energy Facility is located.
Construction	The installation, preparation for installation and/or repair of a Facility.
Cropland	Land used for growing row crops, small grains or hay; includes land which was formerly used as cropland, but is currently enrolled in a government conservation program; also includes pastureland that is classified as Prime Farmland.

Deconstruction	The removal of a Facility from the property of a Landowner and the restoration of that property as provided in the AIMA.
Deconstruction Plan	<p>A plan prepared by a Professional Engineer, at the Facility's expense, that includes:</p> <ol style="list-style-type: none">(1) the estimated Deconstruction cost, in current dollars at the time of filing, for the Facility, considering among other things:<ol style="list-style-type: none">i. the number of solar panels, racking, and related facilities involved;ii. the original Construction costs of the Facility;iii. the size and capacity, in megawatts of the Facility;iv. the salvage value of the facilities (if all interests in salvage value are subordinate to that of the Financial Assurance holder if abandonment occurs);v. the Construction method and techniques for the Facility and for other similar facilities; and(2) a comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.
Department	The Illinois Department of Agriculture (IDOA).
Financial Assurance	A reclamation or surety bond or other commercially available financial assurance that is acceptable to the County, with the County or Landowner as beneficiary.
Landowner	Any person with an ownership interest in property that is used for agricultural purposes and that is party to an Underlying Agreement.
Prime Farmland	Agricultural Land comprised of soils that are defined by the USDA Natural Resources Conservation Service (NRCS) as "Prime Farmland" (generally considered to be the most productive soils with the least input of nutrients and management).
Professional Engineer	An engineer licensed to practice engineering in the State of Illinois.
Soil and Water Conservation District (SWCD)	A unit of local government that provides technical and financial assistance to eligible Landowners for the conservation of soil and water resources.
Tenant	Any person, apart from the Facility Owner, lawfully residing or leasing/renting land that is subject to an Underlying Agreement.
Topsoil	The uppermost layer of the soil that has the darkest color or the highest content of organic matter; more specifically, it is defined as the "A" horizon.
Underlying Agreement	The written agreement between the Facility Owner and the Landowner(s) including, but not limited to, an easement, option, lease, or license under the terms of which another person has constructed, constructs, or intends to construct a Facility on the property of the Landowner.

Underground Cable	Electrical power lines installed below the ground surface to be utilized for conveyance of power within a Facility or from a Commercial Solar Energy Facility to the electric grid.
USDA Natural Resources Conservation Service (NRCS)	An agency of the United States Department of Agriculture that provides America's farmers with financial and technical assistance to aid with natural resources conservation.

Construction and Deconstruction Standards and Policies

1. Support Structures

- A. Only single pole support structures shall be used for the Construction and operation of the Facility on Agricultural Land. Other types of support structures, such as lattice towers or H-frames, may be used on nonagricultural land.
- B. Where a Facility's Aboveground Cable will be adjacent and parallel to highway and/or railroad right-of-way, but on privately owned property, the support structures shall be placed as close as reasonably practicable and allowable by the applicable County Engineer or other applicable authorities to the highway or railroad right-of-way. The only exceptions may be at jogs or weaves on the highway alignment or along highways or railroads where transmission and distribution lines are already present.
- C. When it is not possible to locate Aboveground Cable next to highway or railroad right-of-way, Best Efforts shall be expended to place all support poles in such a manner to minimize their placement on Cropland (i.e., longer than normal above ground spans shall be utilized when traversing Cropland).

2. Aboveground Facilities

Locations for facilities shall be selected in a manner that is as unobtrusive as reasonably possible to ongoing agricultural activities occurring on the land that contains or is adjacent to the Facility.

3. Guy Wires and Anchors

Best Efforts shall be made to place guy wires and their anchors, if used, out of Cropland, pastureland and hayland, placing them instead along existing utilization lines and on land other than Cropland. Where this is not feasible, Best Efforts shall be made to minimize guy wire impact on Cropland. All guy wires shall be shielded with highly visible guards.

4. Underground Cabling Depth

- A. Underground electrical cables located outside the perimeter of the (fence) of the solar panels shall be buried with:
 1. a minimum of 5 feet of top cover where they cross Cropland.
 2. a minimum of 5 feet of top cover where they cross pastureland or other non-Cropland classified as Prime Farmland.
 3. a minimum of 3 feet of top cover where they cross pastureland and other Agricultural Land not classified as Prime Farmland.

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
 - B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
 1. Within the fenced perimeter of the Facility; or
 2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
 - C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.
- 5. Topsoil Removal and Replacement**
- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
 - B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
 - C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
 - D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
 - E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
 - F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
 - G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.
- 6. Rerouting and Permanent Repair of Agricultural Drainage Tiles**
- The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:
- A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

- B. The location of all drainage tile lines located adjacent to or within the footprint of the Facility shall be recorded using Global Positioning Systems (GPS) technology. Within 60 days after Construction is complete, the Facility Owner shall provide the Landowner, the IDOA, and the respective County Soil and Water Conservation District (SWCD) with "as built" drawings (strip maps) showing the location of all drainage tile lines by survey station encountered in the Construction of the Facility, including any tile line repair location(s), and any underground cable installed as part of the Facility.

C. Maintaining Surrounding Area Subsurface Drainage

If drainage tile lines are damaged by the Facility, the Facility Owner shall repair the lines or install new drainage tile line(s) of comparable quality and cost to the original(s), and of sufficient size and appropriate slope in locations that limit direct impact from the Facility. If the damaged tile lines cause an unreasonable disruption to the drainage system, as determined by the Landowner, then such repairs shall be made promptly to ensure appropriate drainage. Any new line(s) may be located outside of, but adjacent to the perimeter of the Facility. Disrupted adjacent drainage tile lines shall be attached thereto to provide an adequate outlet for the disrupted adjacent tile lines.

D. Re-establishing Subsurface Drainage Within Facility Footprint

Following Deconstruction and using Best Efforts, if underground drainage tile lines were present within the footprint of the facility and were severed or otherwise damaged during original Construction, facility operation, and/or facility Deconstruction, the Facility Owner shall repair existing drainage tiles or install new drainage tile lines of comparable quality and cost to the original, within the footprint of the Facility with sufficient capacity to restore the underground drainage capacity that existed within the footprint of the Facility prior to Construction. Such installation shall be completed within 12 months after the end of the useful life of the Facility and shall be compliant with Figures 1 and 2 to this Agreement or based on prudent industry standards if agreed to by Landowner.

- E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.
- F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.
- G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

With any excavations, the following rock removal procedures pertain only to rocks found in the uppermost 42 inches of soil, the common freeze zone in Illinois, which emerged or were brought to the site as a result of Construction and/or Deconstruction.

- A. Before replacing any topsoil, Best Efforts shall be taken to remove all rocks greater than 3 inches in any dimension from the surface of exposed subsoil which emerged or were brought to the site as a result of Construction and/or Deconstruction.
- B. If trenching, blasting, or boring operations are required through rocky terrain, precautions shall be taken to minimize the potential for oversized rocks to become interspersed in adjacent soil material.
- C. Rocks and soil containing rocks removed from the subsoil areas, topsoil, or from any excavations, shall be removed from the Landowner's premises or disposed of on the Landowner's premises at a location that is mutually acceptable to the Landowner and the Facility Owner.

8. Repair of Compaction and Rutting

- A. Unless the Landowner opts to do the restoration work on compaction and rutting, after the topsoil has been replaced post-Deconstruction, all areas within the boundaries of the Facility that were traversed by vehicles and Construction and/or Deconstruction equipment that exhibit compaction and rutting shall be restored by the Facility Owner. All prior Cropland shall be ripped at least 18 inches deep or to the extent practicable, and all pasture and woodland shall be ripped at least 12 inches deep or to the extent practicable. The existence of drainage tile lines or underground utilities may necessitate less ripping depth. The disturbed area shall then be disked.
- B. All ripping and disking shall be done at a time when the soil is dry enough for normal tillage operations to occur on Cropland adjacent to the Facility.
- C. The Facility Owner shall restore all rutted land to a condition as close as possible to its original condition upon Deconstruction, unless necessary earlier as determined by the Landowner.
- D. If there is any dispute between the Landowner and the Facility Owner as to what areas need to be ripped/disked or the depth at which compacted areas should be ripped/disked, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

9. Construction During Wet Weather

Except as provided below, construction activities are not allowed on agricultural land during times when normal farming operations, such as plowing, disking, planting or harvesting, cannot take place due to excessively wet soils. With input from the landowner, wet weather conditions may be determined on a field by field basis.

- A. Construction activities on prepared surfaces, surfaces where topsoil and subsoil have been removed, heavily compacted in preparation, or otherwise stabilized (e.g. through cement mixing) may occur at the discretion of the Facility Owner in wet weather conditions.

- B. Construction activities on unprepared surfaces will be done only when work will not result in rutting which may mix subsoil and topsoil. Determination as to the potential of subsoil and topsoil mixing will be made in consultation with the underlying Landowner, or, if approved by the Landowner, his/her designated tenant or designee.

10. Prevention of Soil Erosion

- A. The Facility Owner shall work with Landowners and create and follow a SWPPP to prevent excessive erosion on land that has been disturbed by Construction or Deconstruction of a Facility.
- B. If the Landowner and Facility Owner cannot agree upon a reasonable method to control erosion on the Landowner's property, the Facility Owner shall consider the recommendations of the appropriate County SWCD to resolve the disagreement.
- C. The Facility Owner may, per the requirements of the project SWPPP and in consultation with the Landowner, seed appropriate vegetation around all panels and other facility components to prevent erosion. The Facility Owner must utilize Best Efforts to ensure that all seed mixes will be as free of any noxious weed seeds as possible. The Facility Owner shall consult with the Landowner regarding appropriate varieties to seed.

11. Repair of Damaged Soil Conservation Practices

Consultation with the appropriate County SWCD by the Facility Owner shall be carried out to determine if there are soil conservation practices (such as terraces, grassed waterways, etc.) that will be damaged by the Construction and/or Deconstruction of the Facility. Those conservation practices shall be restored to their preconstruction condition as close as reasonably practicable following Deconstruction in accordance with USDA NRCS technical standards. All repair costs shall be the responsibility of the Facility Owner.

12. Compensation for Damages to Private Property

The Facility Owner shall reasonably compensate Landowners for damages caused by the Facility Owner. Damage to Agricultural Land shall be reimbursed to the Landowner as prescribed in the applicable Underlying Agreement.

13. Clearing of Trees and Brush

- A. If trees are to be removed for the Construction or Deconstruction of a Facility, the Facility Owner shall consult with the Landowner to determine if there are trees of commercial or other value to the Landowner.
- B. If there are trees of commercial or other value to the Landowner, the Facility Owner shall allow the Landowner the right to retain ownership of the trees to be removed and the disposition of the removed trees shall be negotiated prior to the commencement of land clearing.

14. Access Roads

- A. To the extent practicable, access roads shall be designed to not impede surface drainage and shall be built to minimize soil erosion on or near the access roads.

- B. Access roads may be left intact during Construction, operation or Deconstruction through mutual agreement of the Landowner and the Facility Owner unless otherwise restricted by federal, state, or local regulations.
- C. If the access roads are removed, Best Efforts shall be expended to assure that the land shall be restored to equivalent condition(s) as existed prior to their construction, or as otherwise agreed to by the Facility Owner and the Landowner. All access roads that are removed shall be ripped to a depth of 18 inches. All ripping shall be performed consistent with Section 8.

15. Weed/Vegetation Control

- A. The Facility Owner shall provide for weed control in a manner that prevents the spread of weeds. Chemical control, if used, shall be done by an appropriately licensed pesticide applicator.
- B. The Facility Owner shall be responsible for the reimbursement of all reasonable costs incurred by owners of agricultural land where it has been determined by the appropriate state or county entity that weeds have spread from the Facility to their property. Reimbursement is contingent upon written notice to the Facility Owner. Facility Owner shall reimburse the property owner within 45 days after notice is received.
- C. The Facility Owner shall ensure that all vegetation growing within the perimeter of the Facility is properly and appropriately maintained. Maintenance may include, but not be limited to, mowing, trimming, chemical control, or the use of livestock as agreed to by the Landowner.
- D. The Deconstruction plans must include provisions for the removal of all weed control equipment used in the Facility, including weed-control fabrics or other ground covers.

16. Indemnification of Landowners

The Facility Owner shall indemnify all Landowners, their heirs, successors, legal representatives, and assigns from and against all claims, injuries, suits, damages, costs, losses, and reasonable expenses resulting from or arising out of the Commercial Solar Energy Facility, including Construction and Deconstruction thereof, and also including damage to such Facility or any of its appurtenances, except where claims, injuries, suits, damages, costs, losses, and expenses are caused by the negligence or intentional acts, or willful omissions of such Landowners, and/or the Landowners heirs, successors, legal representatives, and assigns.

17. Deconstruction Plans and Financial Assurance of Commercial Solar Energy Facilities

- A. Deconstruction of a Facility shall include the removal/disposition of all solar related equipment/facilities, including the following utilized for operation of the Facility and located on Landowner property:
 - 1. Solar panels, cells and modules;
 - 2. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
 - 3. Solar panel foundations, if used (to depth of 5 feet);

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
 5. Overhead collection system components;
 6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
 7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
 8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
 9. Debris and litter generated by Deconstruction and Deconstruction crews.
- B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.
- C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.
- D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:
1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
 3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. The salvage value of the Facility may only be used to reduce the estimated costs of Deconstruction if the County agrees that all interests in the salvage value are subordinate or have been subordinated to that of the County if Abandonment occurs.

- E. The County may, but is not required to, reevaluate the estimated costs of Deconstruction of any Facility after the tenth anniversary, and every five years thereafter, of the Commercial Operation Date. Based on any reevaluation, the County may require changes in the level of Financial Assurance used to calculate the phased Financial Assurance levels described in Section 17.D. required from the Facility Owner. If the County is unable to its satisfaction to perform the investigations necessary to approve the Deconstruction Plan filed by the Facility Owner, then the County and Facility may mutually agree on the selection of a Professional Engineer independent of the Facility Owner to conduct any necessary investigations. The Facility Owner shall be responsible for the cost of any such investigations.
- F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Fast Ave Solar LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Tazewell County within the State of Illinois.

The effective date of this AIMA commences on the date of execution.

**STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE**



By: Jerry Costello II, Director



By Clay Nordsiek, Deputy General Counsel

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

Fast Ave Solar LLC



By C. Dean Smith, P.E.

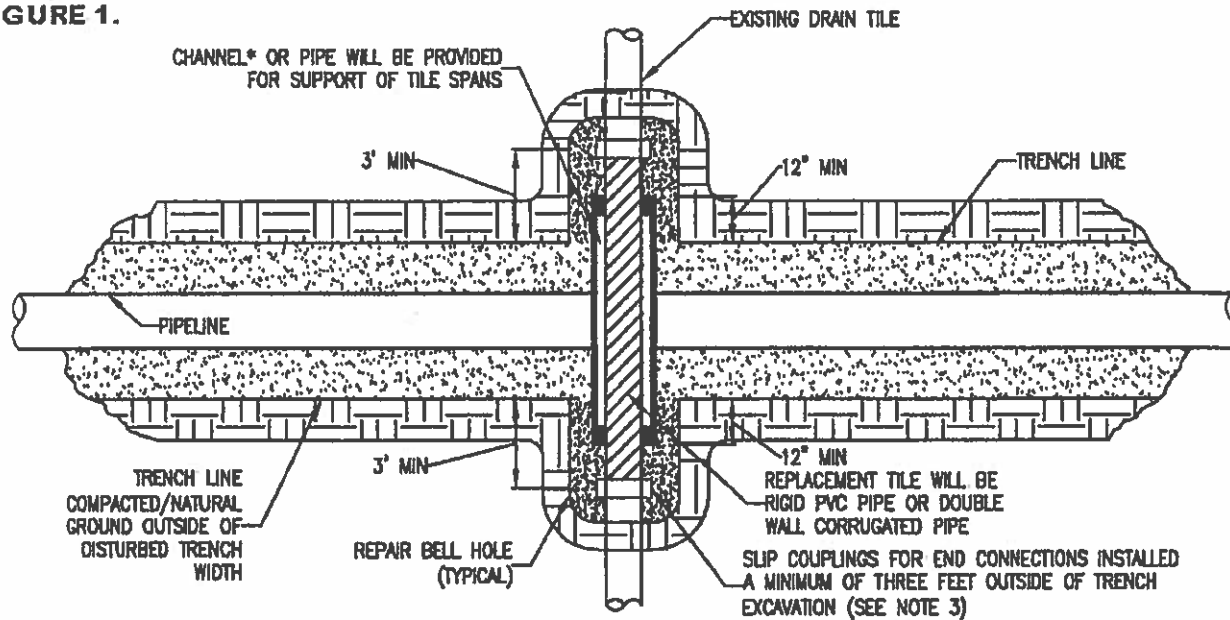
55 Technology Drive, Suite 102
Lowell, MA 01851

Address

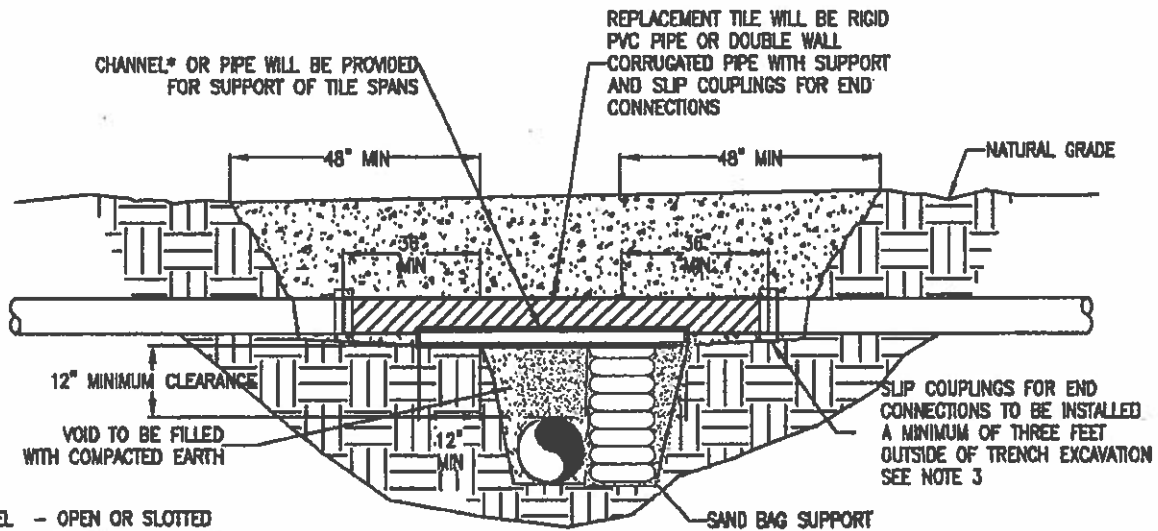
April 23, 2024

4/26, 2024

FIGURE 1.



PLAN
N.T.S.



CROSS SECTION
N.T.S.

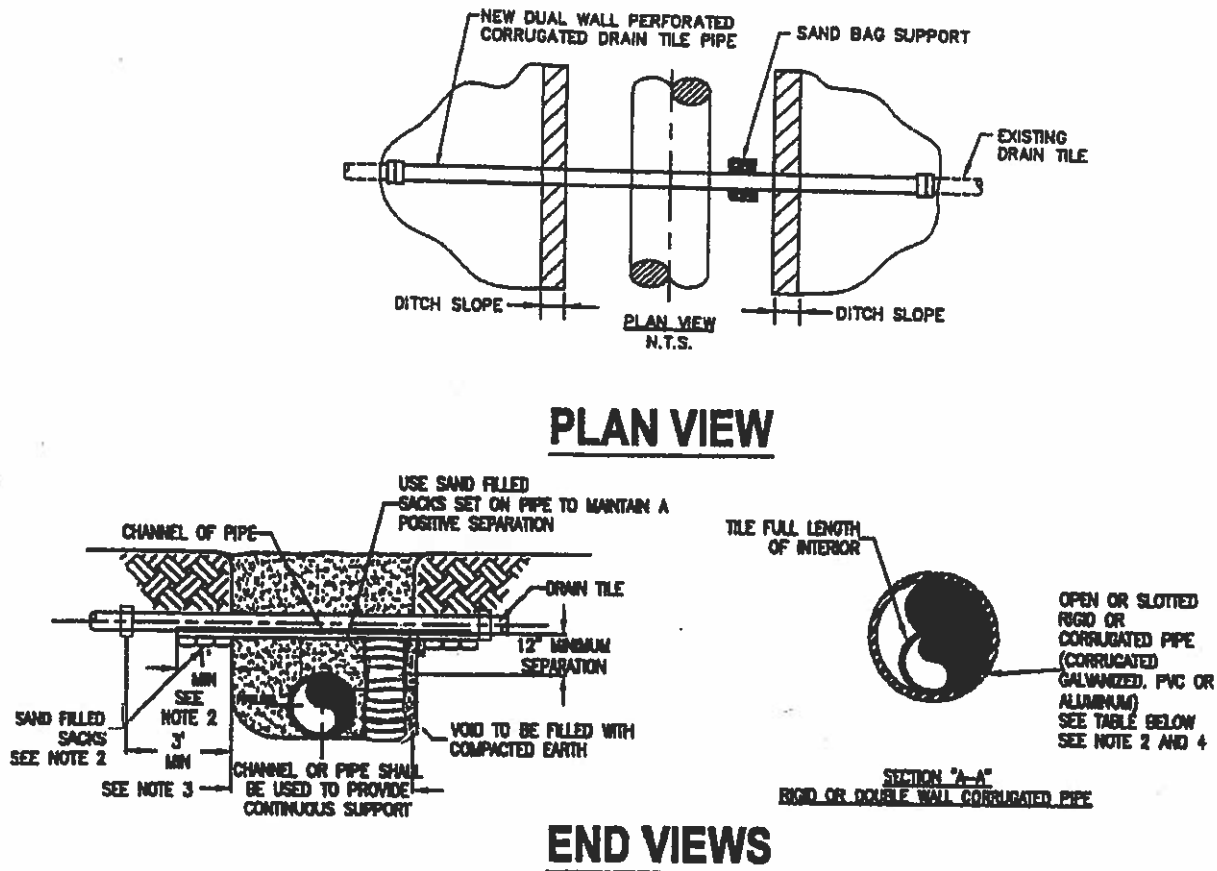
*CHANNEL - OPEN OR SLOTTED
CORRUGATED GALVANIZED, PVC OR
ALUMINUM CRADLE TO SUPPORT
DRAIN TILE.

NOTE:

1. IMMEDIATELY REPAIR TILE IF WATER IS FLOWING THROUGH TILE AT TIME OF TRENCHING. IF NO WATER IS FLOWING AND TEMPORARY REPAIR IS DELAYED, OR NOT MADE BY THE END OF THE WORK DAY, A SCREEN OR APPROPRIATE 'NIGHT CAP' SHALL BE PLACED ON OPEN ENDS OF TILE TO PREVENT ENTRAPMENT OF ANIMALS ETC.
2. CHANNEL OR PIPE (OPEN OR SLOTTED) MADE OF CORRUGATED GALVANIZED PIPE, PVC OR ALUMINUM WILL BE USED FOR SUPPORT OF DRAIN TILE SPANS.
3. INDUSTRY STANDARDS SHALL BE FOLLOWED TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES.

TEMPORARY DRAIN TILE REPAIR

FIGURE 2.



NOTE:

1. TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE. IF THE TILE NEEDS TO BE RELOCATED, THE INSTALLATION ANGLE MAY VARY DUE TO SITE SPECIFIC CONDITIONS AND LANDOWNER RECOMMENDATIONS.
2. 1'-0" MINIMUM LENGTH OF CHANNEL OR RIGID PIPE (OPEN OR SLOTTED CORRUGATED GALVANIZED, PVC OR ALUMINUM CRADLE) SHALL BE SUPPORTED BY UNDISTURBED SOIL, OR IF CROSSING IS NOT AT RIGHT ANGLES TO PIPELINE, EQUIVALENT LENGTH PERPENDICULAR TO TRENCH. SHIM WITH SAND BAGS TO UNDISTURBED SOIL FOR SUPPORT AND DRAINAGE GRADIENT MAINTENANCE (TYPICAL BOTH SIDES).
3. DRAIN TILES WILL BE PERMANENTLY CONNECTED TO EXISTING DRAIN TILES A MINIMUM OF THREE FEET OUTSIDE OF EXCAVATED TRENCH LINE USING INDUSTRY STANDARDS TO ENSURE PROPER SEAL OF REPAIRED DRAIN TILES INCLUDING SLIP COUPLINGS.
4. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
5. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL/PIPE SECTIONS SHOWN AND IF APPROVED BY COMPANY REPRESENTATIVES AND LANDOWNER IN ADVANCE. SITE SPECIFIC ALTERNATE SUPPORT SYSTEM TO BE DEVELOPED BY COMPANY REPRESENTATIVES AND FURNISHED TO CONTRACTOR FOR SPANS IN EXCESS OF 20', TILE GREATER THEN 10" DIAMETER, AND FOR "HEADER" SYSTEMS.
6. ALL MATERIAL TO BE FURNISHED BY CONTRACTOR.
7. PRIOR TO REPAIRING TILE, CONTRACTOR SHALL PROBE LATERALLY INTO THE EXISTING TILE TO FULL WIDTH OF THE RIGHTS OF WAY TO DETERMINE IF ADDITIONAL DAMAGE HAS OCCURRED. ALL DAMAGED/DISTURBED TILE SHALL BE REPAIRED AS NEAR AS PRACTICABLE TO ITS ORIGINAL OR BETTER CONDITION.

PERMANENT DRAIN TILE REPAIR

PAGE 2 of 2

COMMITTEE REPORT

Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following Resolution and recommends it be Adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve a Memorandum of Agreement with the Illinois State Historic Preservation Officer regarding the Arcade Building previously located at 15 S Capital, Pekin; and

WHEREAS, the Arcade building was demolished in preparation of the new Justice Center Annex; and

WHEREAS, as part of the building permit review process for the Justice Center Annex, the Illinois State Historic Preservation Officer has determined a need to document historical information about the Arcade Building; and

WHEREAS, the requirements would include preparing a professional report on the history of the property.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Facilities Director, and Finance Office of this action.

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve providing a \$50,000 match commitment for Tri-County Regional Planning Commission's application for USDA Rural Community Development Initiative Grant; and

WHEREAS, housing development shapes economic opportunities, as lack of housing can create barriers to workforce attraction and retention while limiting overall economic development; and

WHEREAS, the USDA grant will support the creation of a regional housing hub that would provide technical support and planning for rural housing development strategies in Tazewell County; and

WHEREAS, funding only becomes available every three years, and applications are due on August 12, 2025; and

WHEREAS, the County has been receiving energy transition grant funding from the State of Illinois for the last two years, and continues to remain eligible with the scheduled closing of the Powerton Station in 2028; and

WHEREAS, the grant application for the energy transition grant has been submitted for the current grant cycle, and a notice of award is expected in the coming months; and

WHEREAS, the creation of a regional housing hub would support the purpose of the energy transition grant's purpose to promote economic development and could be submitted as a grant use.

THEREFORE BE IT RESOLVED that the County Board authorize the Chairman to sign a Letter of Commitment for a \$50,000 grant match.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Finance Office, and the Auditor of this action.

PASSED THIS 30th DAY OF JULY, 2025.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman