





ANNEXATION PETITION

A. APPLICANT

1. Petitioner / Petitioner Representative

Name Donato Solar

Phone [REDACTED]

Mailing Address 707 Osterman Ave. Unit 1546

Email [REDACTED]

City, State, ZIP Deerfield, IL 60015

2. Property Owner (if different from Petitioner)

Name Curran Contracting Co. & Stahl Construction Co

Phone [REDACTED]

Mailing Address 286 Memorial Dr & 2220 County Farm Rd

Email [REDACTED]

City, State, ZIP Crystal Lake, IL 60014 & DeKalb, IL 60115

B. PROPERTY

1. Common Address or Location 1199 N Peace Rd. - Between Greenwood Acres Dr. and Challenger Dr.

2. Parcel #(s) Parts of 08-13-400-017, 08-13-400-018 and 08-13-200-027

3. Legal Description (if necessary, briefly describe here and reference the full legal description on the Plat)
See Corporate Limits Expansion Map

4. Size of the total area being annexed (sq. ft. or acres) 30.93 acres

5. Number of electors (i.e., registered voters) who reside on the property to be annexed 0

6. Property to be annexed (select one):

☒ is contiguous to the existing corporate limits of the City of DeKalb.

☐ is not contiguous to the existing corporate limits of the City of DeKalb

C. PRE-APPLICATION CONFERENCE

A Pre-application Meeting with City staff is required prior to the acceptance of this application, per Unified Development Ordinance 5.13.10(1).

Date of meeting January 6, 2025

Individuals in attendance Concept Plan Review by the Planning & Zoning Commission

D. CHECKLIST

Below are the minimum criteria necessary to properly process your application. Each item must be checked by the applicant to signify it is provided on this form or on other attached pages.

- ☒ 1. Filing Fee: Annexation - \$300.00 + \$50.00 for each acre or fraction thereof;
Annexation Agreement - \$500.00
- ☒ 2. Three (3) copies of a Corporate Limits Extension Map and/or Plat of Survey of the property to be annexed, including the following information:
 - ☒ Survey of property to be annexed.
 - ☒ Legal description of property to be annexed.
 - ☒ Present corporate limits.
 - ☒ Number of acres to be annexed.
 - ☒ Name and address of person who prepared plat.
 - ☒ Indicate that the new boundary shall extend to the far side of any adjacent highway and shall include all of every highway within the area annexed.
 - ☒ Certificate for signature by Mayor and the City Clerk as follows:
This is to certify that this Accurate Map of Territory Annexed is identified as that incorporated into and made a part of the City of DeKalb Ordinance No. _____ adopted by the City Council of said City on the _____ day of _____, 20____.
 By: _____ Attest: _____

Mayor
City Clerk
- ☒ 3. Signatures of the majority of the electors residing on the property to be annexed
- 4. Attached documentation on additional page(s) supplying the following:
 - ☒ Explain the reason for the annexation request.
 - ☒ Describe in detail how the request will be in conformance with the [City's Comprehensive Plan](#).
 - ☒ Demonstrate how the annexation request will not impair the public health, safety, comfort, morals, or welfare of the inhabitants of the City of DeKalb.

E. The petitioner hereby agrees that this petition will be placed on the Planning and Zoning Commission's agenda only if it is completed in full and submitted in advance of established deadlines.

F. The petitioner hereby agrees to abide by the requirements set forth in the Planning and Zoning Commission Public Hearing Procedures.

G. The petitioner has read and completed all of the above information and affirms that it is true and correct.

Anthony Donato

Digitally signed by Anthony Donato
Date: 2025.06.25 14:41:18 -05'00'

6/25/2025

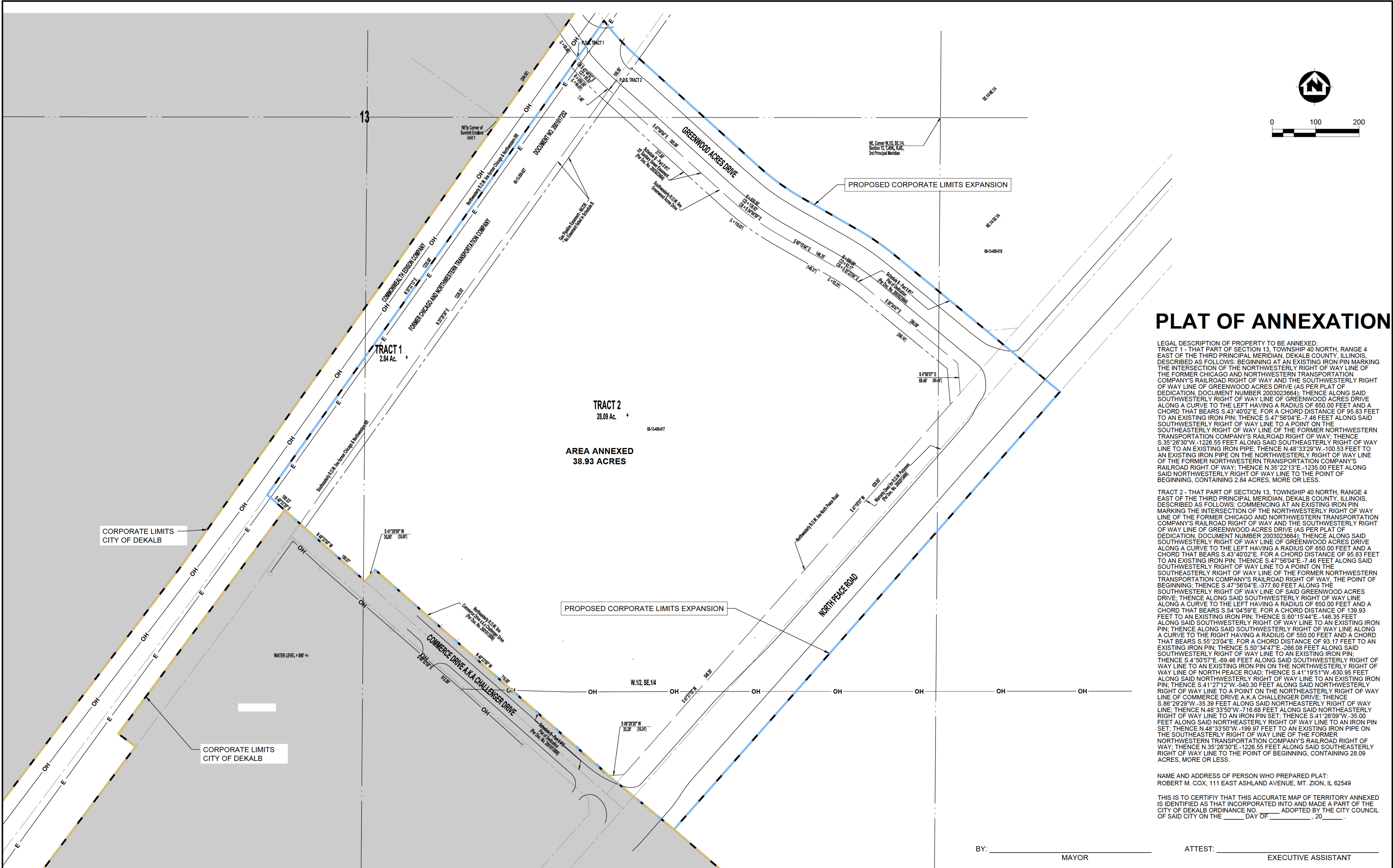
Petitioner Signature

Date

I hereby affirm I am the legal owner (or authorized agent or representative of the owner—proof attached) of the subject property and authorize the petitioner to pursue this request as described above (petitioner must sign if they are the owner).


Property Owner Signature

07.08.2025
Date



PLAT OF ANNEXATION

LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED:
TRACT 1 - THAT PART OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIN MARKING THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE (AS PER PLAT OF DEDICATION, DOCUMENT NUMBER 2003023664); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD THAT BEARS S 43°40'02"E. FOR A CHORD DISTANCE OF 95.83 FEET TO AN EXISTING IRON PIN; THENCE S 47°56'04"E - 7.46 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY; THENCE S 35°26'30"W - 1226.55 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO AN EXISTING IRON PIPE; THENCE N 48°33'29"W - 100.53 FEET TO AN EXISTING IRON PIPE ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY; THENCE N 35°22'13"E - 1235.00 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 2.84 ACRES, MORE OR LESS.


TRACT 2 - THAT PART OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN MARKING THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE (AS PER PLAT OF DEDICATION, DOCUMENT NUMBER 2003023664); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD THAT BEARS S 43°40'02"E. FOR A CHORD DISTANCE OF 95.83 FEET TO AN EXISTING IRON PIN; THENCE S 47°56'04"E - 7.46 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY; THENCE S 35°26'30"W - 1226.55 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO AN EXISTING IRON PIPE; THENCE N 48°33'29"W - 100.53 FEET TO AN EXISTING IRON PIPE ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY; THENCE N 35°22'13"E - 1235.00 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 28.09 ACRES, MORE OR LESS.

NAME AND ADDRESS OF PERSON WHO PREPARED PLAT:
ROBERT M. COX, 111 EAST ASHLAND AVENUE, MT. ZION, IL 62549

THIS IS TO CERTIFY THAT THIS ACCURATE MAP OF TERRITORY ANNEXED IS IDENTIFIED AS THAT INCORPORATED INTO AND MADE A PART OF THE CITY OF DEKALB ORDINANCE NO. _____, ADOPTED BY THE CITY COUNCIL OF SAID CITY ON THE _____ DAY OF _____, 20_____.

BY: _____ MAYOR
ATTEST: _____ EXECUTIVE ASSISTANT

PROJECT DATE: #	DRAWN BY: ###	NO. #	DATE #	REVISION #	BY #
	DESIGNED BY: ###	#	#	#	#
	CHECKED BY: #####	#	#	#	#



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FUNDING | PLANNING | ENVIRONMENTAL
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PEACE RD DEVELOPMENT
DONATO SOLAR
DEKALB, IL, DEKALB COUNTY

PROPOSED CORPORATE LIMITS EXPANSION

PROJECT NO:
21949006

SHEET
EX

7/25/2025

Community Development Department of the City of DeKalb, Illinois 164 E. Lincoln Highway, DeKalb, IL 60115

RE: Annexation Petition, Rezoning Petition and Development Plan for Donato Solar LLC

Donato Solar – DeKalb (“Applicant”) hereby submits this annexation and rezoning petition for a solar energy system (“Project”) that would generate up to 4.0 megawatts (“MW”) across the 30-acre site with an attached Battery Energy Storage System (BESS) located at 1199 N Peace Rd, DeKalb IL, in DeKalb County. The Project would interconnect to the existing Ameren 12 kV distribution grid. The Project’s interconnection facilities will be collocated with the data center on site. The project will be Behind the Meter meaning the solar energy that is created will be metered as it is transformed by the ComEd system. The interconnection facilities will be collocated with the data center on the property.

A concept plan for the project was presented for review to the Planning and Zoning Commission on January 6, 2025. The Commission was in general agreement the project should move forward with annexation and rezoning petitions. The rezoning petition is requesting the site be rezoned to PD-I”, Planned Development Industrial District to accommodate the uses. The request is in harmony with the City’s 2022 Comprehensive Plan that recommends “Industrial” for the site.

Donato Solar firmly believes the development of this solar farm will align with the development of the city and will not impair the public health, safety, comfort, morals, or welfare of the inhabitants of the City of DeKalb for the following reasons:

- Environmental and health benefits
 - By transitioning electricity generation from fossil fuels to solar energy, greenhouse gas emissions are diminished, and air quality is enhanced.
 - The Project owner will plant and maintain perennial, native vegetation to prevent erosion, manage run-off and build soil, which will include a vegetative buffer around the exterior perimeter of the Solar Panel Area security fencing. Any vegetation planted will follow all federal and state laws protecting endangered and pollinator species, we partner with Pheasants

Forever to maintain a pollinator friendly habitat. Topsoil will not be removed from the Project area during development, except temporarily during restoration efforts where it will be sequestered from other soils before being returned to the original area. Soils will be planted and maintained with perennial, native vegetation to prevent erosion and manage run-off.

- Economic benefits
 - This proposed solar farm will provide additional tax revenue for the city, as well as reduce energy costs for local subscribers. Construction will encompass such activities as piling erection, module mounting, inverter and pad-mount transformer installation, revegetation, and other post-construction restoration tasks. The Applicant will coordinate with local officials prior to the commencement of construction to ensure that proper notifications of construction activities occur in a timely manner. To the extent possible, local vendors and labor will be used.
- Land Use Conformance
 - Donato Solar is fully committed to adhering to all federal, state, and local solar regulations as specified in the Unified Development Ordinance of the City of DeKalb.
 - All required setbacks are met including 50-foot buffer around the perimeter of the site meeting along with a 100-foot setback to residential areas.
 - The surrounding properties are mostly zoned Industrial with residential properties to the northwest separated from the development by the former railroad property that is heavily wooded.
 - With the setbacks, existing landscape separations and surrounding industrial uses, the development shall not have any long-term detrimental effects nor impact property values on surrounding properties.



REZONING PETITION

TO: Community Development Department of the City of DeKalb, Illinois

FROM: Petitioner Name(s): Donato Solar Phone: [REDACTED]
Petitioner's Representative: Anthony Donato Email: [REDACTED]
Mailing Address: 707 Osterman Ave. Unit 1546
Deerfield, IL 60015

Property Owner: Curran Contracting Co. & Stahl Construction Co Phone: [REDACTED]
Mailing Address: 286 Memorial Dr & 2220 County Farm Rd Email: [REDACTED]
Crystal Lake, IL 60014 & DeKalb, IL 60115

1. The petitioner hereby petitions the City of DeKalb to rezone the following property:

A. Legal Description and Parcel Number(s) – If necessary, attach the full legal description on a separate piece of paper: See attached Plat of Survey with Legal Description

B. Street Address or Common Location: 1199 N Peace Rd. - Between Greenwood Acres Dr. and Challenger Dr.

C. Size of Property (square feet or acres): 30.93 acres

D. Existing Zoning: "MC" District (Unincorporated)

E. Proposed Zoning: PD-I Planned Development Industrial District

F. Reason for request: On a separate document, describe the reasons for the rezoning request and the intended types of land uses, if any, for the property. Also, indicate whether or not the proposed rezoning would: a) be in conformance with the City's Comprehensive Plan; b) conform to the intent and purpose of the UDO; c) have a detrimental effect on the long-range development of adjacent properties; d) impact adjacent property values; and e) provide adequate public facilities and services.

2. The petitioner hereby submits the following information:

Vicinity map of the area proposed for the rezoning

All files (e.g. site plans, building elevations, legal description, reasons for request) shall be provided electronically that will become part of the application file.

Petition fee (\$500.00).

3. The petitioner hereby states that a pre-application conference ☒ was* ☐ was not held with City staff prior to the submittal of this petition.

*Date of pre-application conference: January 6, 2025

Those in attendance: Concept Plan Review by the Planning & Zoning Commission

(Note to Petitioner: A pre-application conference with staff is highly encouraged to avoid delays and help in the timely processing of this petition.)

4. The petitioner hereby agrees that this petition will be placed on the Planning Zoning Commission's agenda only if it is completed in full and submitted in advance of established deadlines.

5. The petitioner has read and completed all of the information and affirms that it is true and correct.

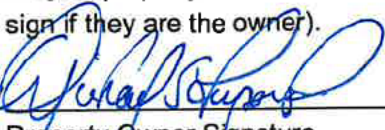
Anthony Donato Digitally signed by Anthony Donato
Date: 2025.06.25 14:41:42 -05'00'

Petitioner Signature

6/25/2025

Date

I hereby affirm that I am the legal owner (or authorized agent or representative of the owner – proof attached) of the subject property and authorize the petitioner to pursue this Rezoning petition as described above (petitioner must sign if they are the owner).


Property Owner Signature

07.08.2025
Date



PLANNED DEVELOPMENT – FINAL PLAN

A. APPLICANT

1. Petitioner / Petitioner Representative

Name Donato Solar
Mailing Address 707 Osterman Ave. Unit 1546
City, State, ZIP Deerfield, IL 60015

Phone: [REDACTED]
Email: [REDACTED]

2. Property Owner (if different from Petitioner)

Name Curran Contracting Co. & Stahl Construction Co
Mailing Address 286 Memorial Dr & 2220 County Farm Rd
City, State, ZIP Crystal Lake, IL 60014 & DeKalb, IL 60115

Phone: [REDACTED]
Email: [REDACTED]

3. Engineer / Architect

Name Jason Snyder, PE, MSA Professional Services
Mailing Address 2117 State Street, Suite 200
City, State, ZIP Bettendorf, IA 52722

Phone: [REDACTED]
Email: [REDACTED]

4. Surveyor (if applicable)

Name Mat Cox, Survey Solutions
Mailing Address 111 E Ashland Ave
City, State, ZIP Mt Zion, IL 62549

Phone: [REDACTED]
Email: [REDACTED]

B. PROPERTY

Project Name 1199 N Peace Rd. Donato Solar

Common Address or Location 1199 N Peace Rd.

Parcel #(s) Parts of 08-13-400-017, 08-13-400-018 and 08-13-200-027

Legal Description (if necessary, briefly describe here and reference the full legal description on the Plat)
See Corporate Limits Extension Map

Size (sq. ft. or acres) 30.93

Existing Zoning District County

Proposed Zoning District ☐ PD-R ☐ PD-C ☒ PD-I

C. CHECKLIST

Below are the minimum criteria necessary to properly process your application. Each item must be checked by the applicant to signify it is provided on this form or on other attached pages. **All documents should be filed electronically to the City Planning Director at dan.olson@cityofdekalb.com.**

NOTE: A completed checklist from the Subdivision—Preliminary Plat application along with all required submittals must be included if this Planned Development involves any subdivision activity.

Item	If not applicable, indicate N/A and explain
<input type="checkbox"/> Filing Fee \$300.00 + \$50.00 for each acre or fraction thereof (no added fee if subdivision is included)	
<input type="checkbox"/> 2. Final Plan document	
<input type="checkbox"/> 3. All information required on previous Preliminary Plan submittal	
<input type="checkbox"/> 4. All information required in UDO Art. 17.02 "Site Plan Review Requirements"	
<input type="checkbox"/> 5. Final Landscape Plan with specific location, size, and species of plant material	
<input type="checkbox"/> 6. Statement of Maintenance, Operation, Restrictions, etc. of any common, open space, etc.	N/A
<input type="checkbox"/> 7. Statement that, with the exception of minimum lot requirements, all regulations of the UDO have been complied with	
<input type="checkbox"/> 8. If applicable, a completed checklist, along with required submittals from the Subdivision—Final Plat application	N/A
<input type="checkbox"/> 9. One (1) electronic copy of plan sets, elevations, and other supporting documents	

D. REQUEST FOR VARIANCE

List requested variance(s) from UDO requirements and the reason(s) for the request. Also provide explanation of compensating actions where appropriate.

N/A

- E.** The petitioner hereby agrees this application will be placed on a Planning and Zoning Commission agenda only if it is completed in full.
- F.** The petitioner hereby agrees to abide by the requirements set forth in the City's Unified Development Ordinance.
- G.** The petitioner has read and completed all of the above information and affirms it is true and correct.




Petitioner Signature

8/5/25

Date

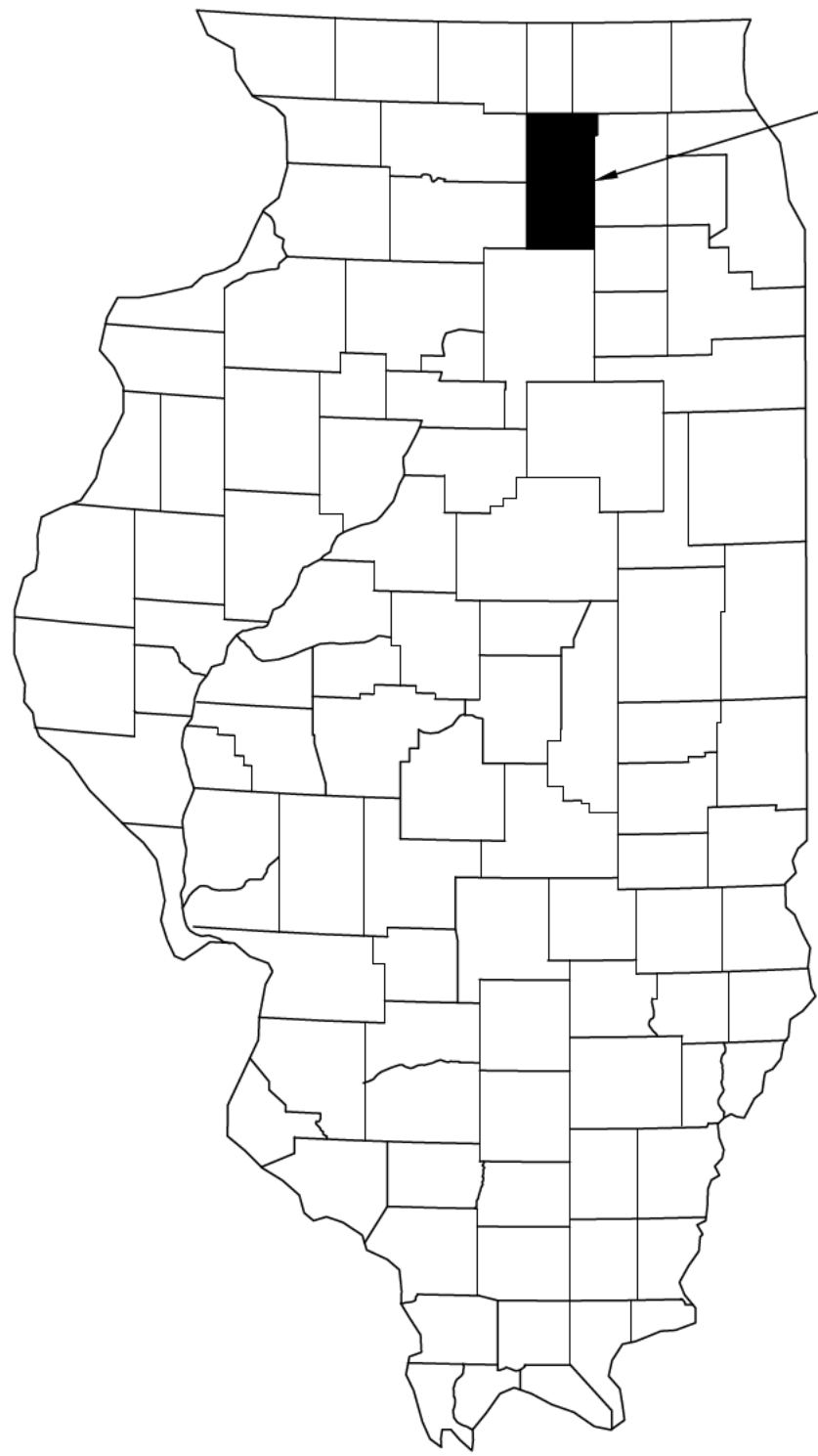
I hereby affirm that I am the legal owner (or authorized agent or representative of the owner—proof attached) of the subject property and authorize the petitioner to pursue this request as described above (petitioner must sign if s/he is the owner).



Property Owner Signature

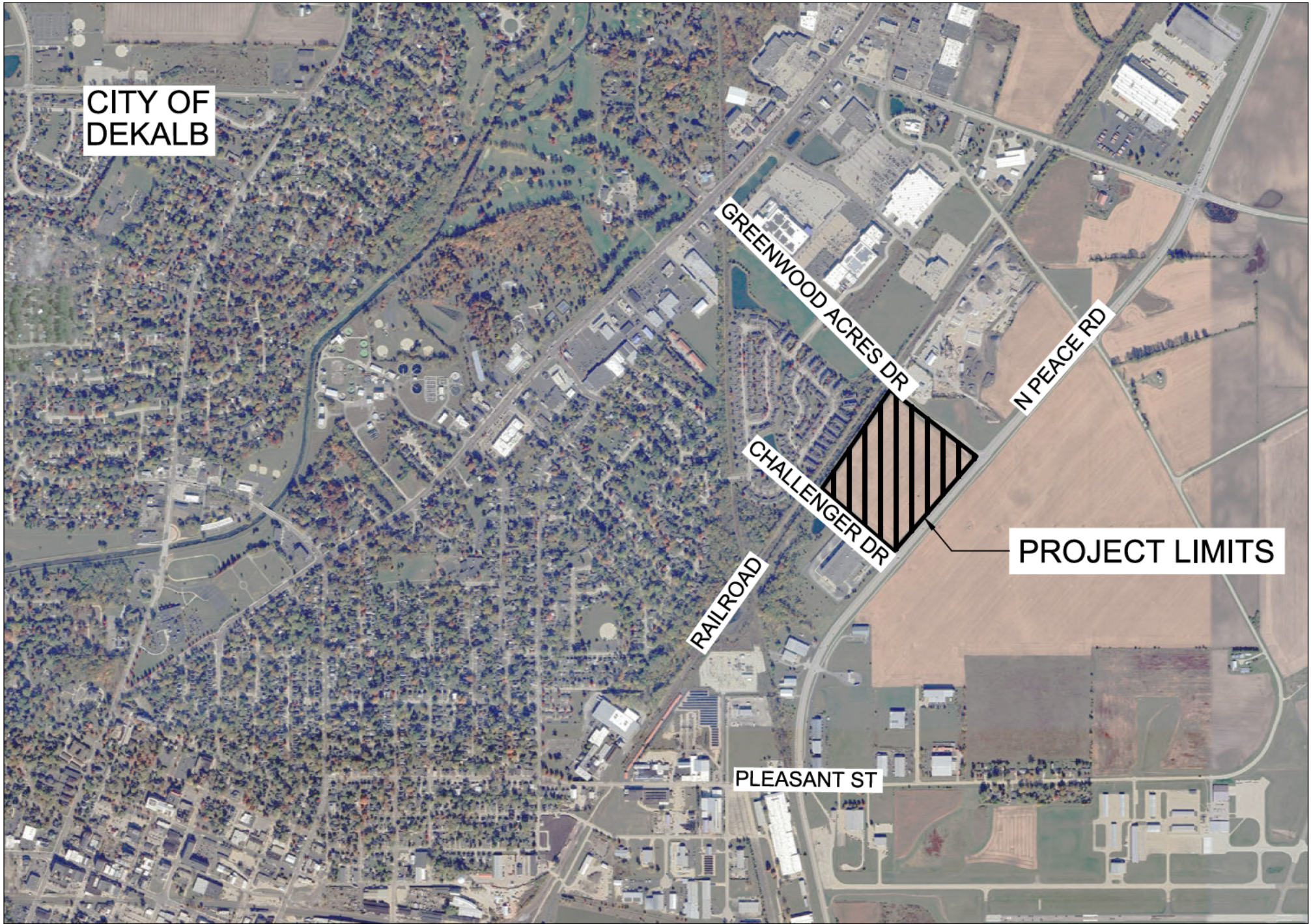
08/15/25

Date



PROJECT LOCATION
(DEKALB COUNTY)

BTB ENERGY CHALLENGER DR SITE PLAN CITY OF DEKALB DEKALB COUNTY, ILLINOIS



LOCATION MAP

NOT TO SCALE

NOTES

LEGAL DESCRIPTION

TRACT 1 - THAT PART OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING IRON PIN MARKING THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE (AS PER PLAT OF DEDICATION, DOCUMENT NUMBER 2003023664); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD THAT BEARS S.43°40'02"E. FOR A CHORD DISTANCE OF 95.83 FEET TO AN EXISTING IRON PIN; THENCE S.47°56'04"E.-7.46 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY; THENCE S.35°26'30"W.-1226.55 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO AN EXISTING IRON PIPE; THENCE N.48°33'29"W.-100.53 FEET TO AN EXISTING IRON PIPE ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY; THENCE N.35°22'13"E.-1235.00 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 2.84 ACRES, MORE OR LESS.

TRACT 2 - THAT PART OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN MARKING THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE FORMER CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE (AS PER PLAT OF DEDICATION, DOCUMENT NUMBER 2003023664); THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF GREENWOOD ACRES DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD THAT BEARS S.43°40'02"E. FOR A CHORD DISTANCE OF 95.83 FEET TO AN EXISTING IRON PIN; THENCE S.47°56'04"E.-7.46 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY, THE POINT OF BEGINNING; THENCE S.47°56'04"E.-377.60 FEET ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID GREENWOOD ACRES DRIVE; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET AND A CHORD THAT BEARS S.54°04'59"E. FOR A CHORD DISTANCE OF 139.93 FEET TO AN EXISTING IRON PIN; THENCE S.60°15'44"E.-146.35 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO AN EXISTING IRON PIN; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 550.00 FEET AND A CHORD THAT BEARS S.55°23'04"E. FOR A CHORD DISTANCE OF 93.17 FEET TO AN EXISTING IRON PIN; THENCE S.50°34'47"E.-266.08 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO AN EXISTING IRON PIN; THENCE S.4°50'57"E.-69.46 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE TO AN EXISTING IRON PIN ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH PEACE ROAD; THENCE S.41°19'51"W.-630.95 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO AN EXISTING IRON PIN; THENCE S.41°27'12"W.-540.30 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF COMMERCE DRIVE A.K.A CHALLENGER DRIVE; THENCE S.86°29'29"W.-35.39 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE N.48°33'50"W.-716.68 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO AN IRON PIN SET; THENCE S.41°26'09"W.-35.00 FEET ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO AN IRON PIN SET; THENCE N.48°33'50"W.-199.97 FEET TO AN EXISTING IRON PIPE ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FORMER NORTHWESTERN TRANSPORTATION COMPANY'S RAILROAD RIGHT OF WAY; THENCE N.35°26'30"E.-1226.55 FEET ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 28.09 ACRES, MORE OR LESS.

ZONING

- PD-I; PLANNED DEVELOPMENT - INDUSTRIAL

GENERAL NOTES

- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE CITY AND/OR STATE CONSTRUCTION STANDARDS
- ONLY CONTRACTORS LICENSED AND BONDED WITH THE CITY CAN WORK WITHIN THE CITY RIGHT-OF-WAY

SIGNAGE NOTES

- PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA

LIGHTING NOTES

- NO EXTERIOR LIGHTING IS PROPOSED TO BE ADDED ON SITE

SHEET INDEX

G - GENERAL SHEETS

G001 COVER SHEET

C - SITE/CIVIL SHEETS

C001 OVERALL MAP
RC101 REMOVAL PLAN
C101 SITE PLAN
C102 LANDSCAPING PLAN
C103 GRADING PLAN
C104 EROSION CONTROL PLAN
C105 SANITARY PLAN AND PROFILE
C501 EROSION CONTROL DETAILS
C502 EROSION CONTROL DETAILS
C503 SOLAR DETAILS

UTILITIES

NATURAL GAS/ELECTRIC:

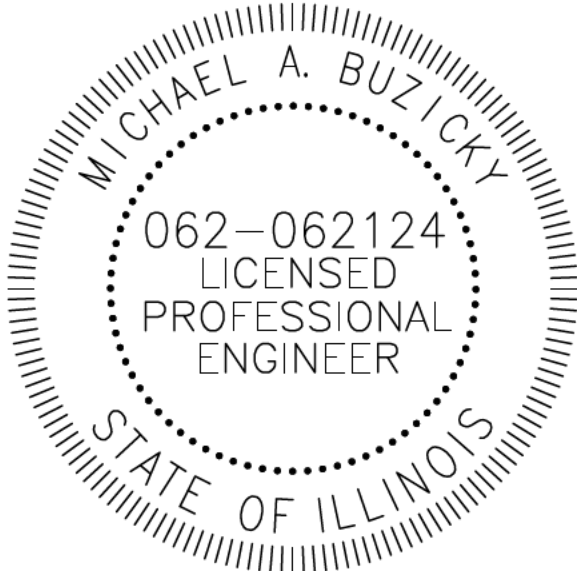
COMED
PHONE: (800) 334-7661

SANITARY SEWER:

KISHWAUKEE WATER
RECLAMATION DISTRICT
PHONE: (815) 758-3513

WATER:

CITY OF DEKALB UTILITIES
PHONE: (815) 748-2085



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

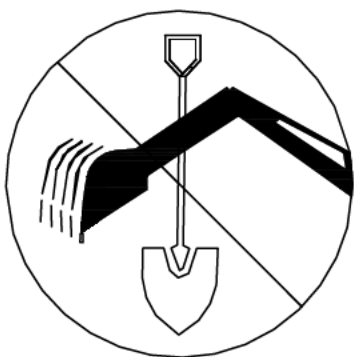
MICHAEL A. BUZICKY

LICENSE NO. 062-062124

MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2025

DATE

PAGES OR SHEETS COVERED BY THIS SEAL: ALL REMAINING SHEETS



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN ILLINOIS
CALL J.U.L.I.E.
TOLL FREE: 1-800-892-0123

ILLINOIS STATUTE
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE

NOTE:
UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE
AND CONTRACTOR SHALL HAVE APPROPRIATE UTILITY
MARK EXACT LOCATIONS PRIOR TO CONSTRUCTION.



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201 W Springfield Avenue, Champaign IL 61820
(217) 352-6976 www.msa-ps.com
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CHALLENGER DR SITE PLAN
BTB ENERGY
GREENVILLE, BOND COUNTY

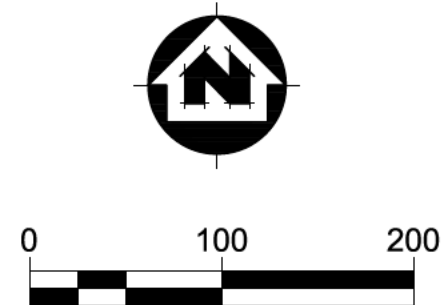
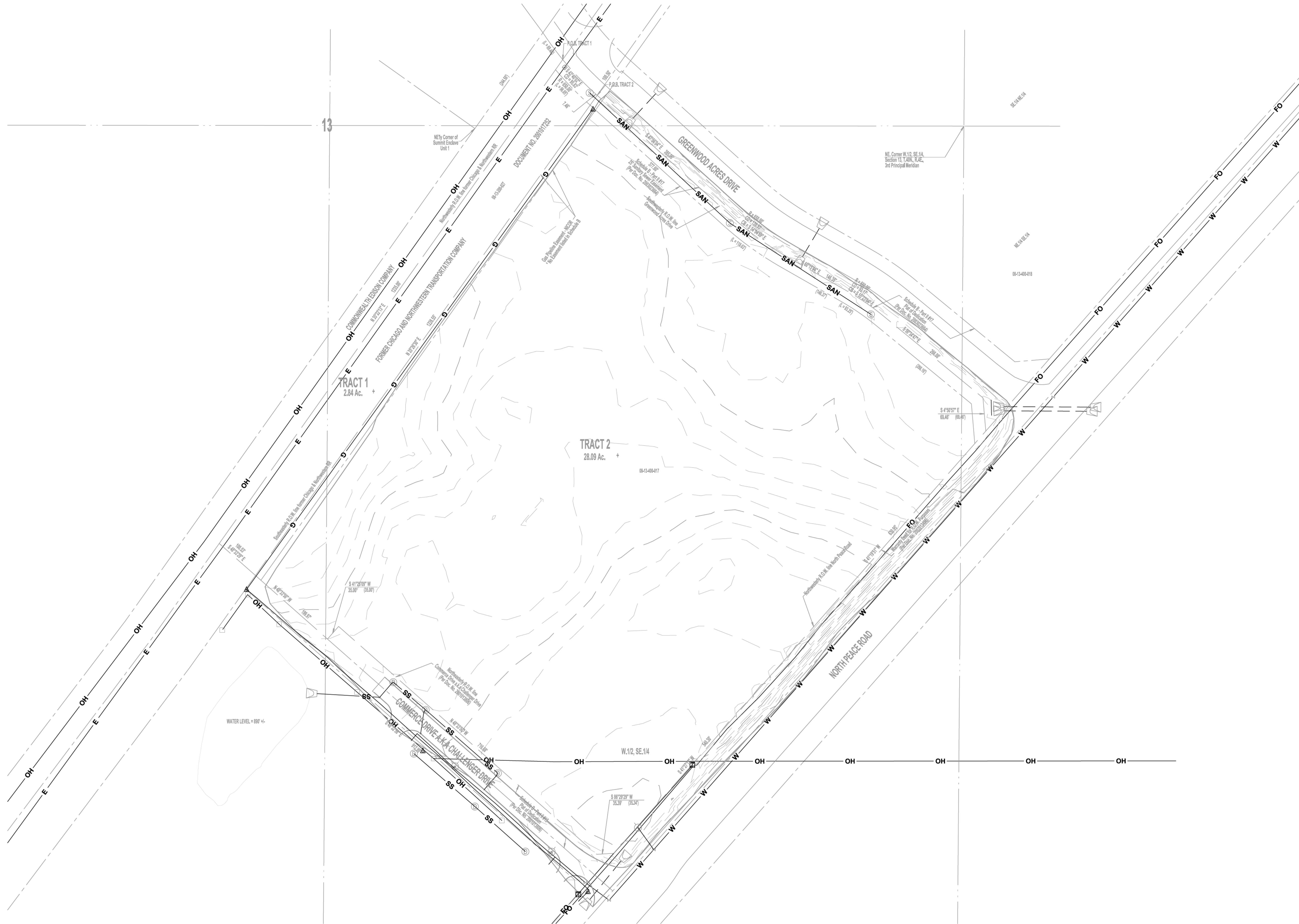
COVER SHEET

PROJECT NO.
21949006

SHEET

G001

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY:
	EDC	-	-	-	-
	CHECKED BY:	Init	-	-	-
		-	-	-	-
PLOT DATE: 7/25/2025 10:50 AM, G:\2121949\21949006\CADD\Construction Documents\Sheets\G001 COVER SHEET.dwg					



PROJECT DATE:	DRAWN BY:	EDC	NO.	DATE	REVISION	BY:
	DESIGNED BY:	EDC
	CHECKED BY:	Init

PLOT DATE: 7/25/2025 10:51 AM, G:\2121949\21949006\CADD\Construction Documents\Sheets\C001 OVERALL MAP.dwg



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
201 W Springfield Avenue, Champaign IL 61820
(217) 352-6976 www.msa-ps.com
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CHALLENGER DR SITE PLAN

BTB ENERGY

GREENVILLE, BOND COUNTY

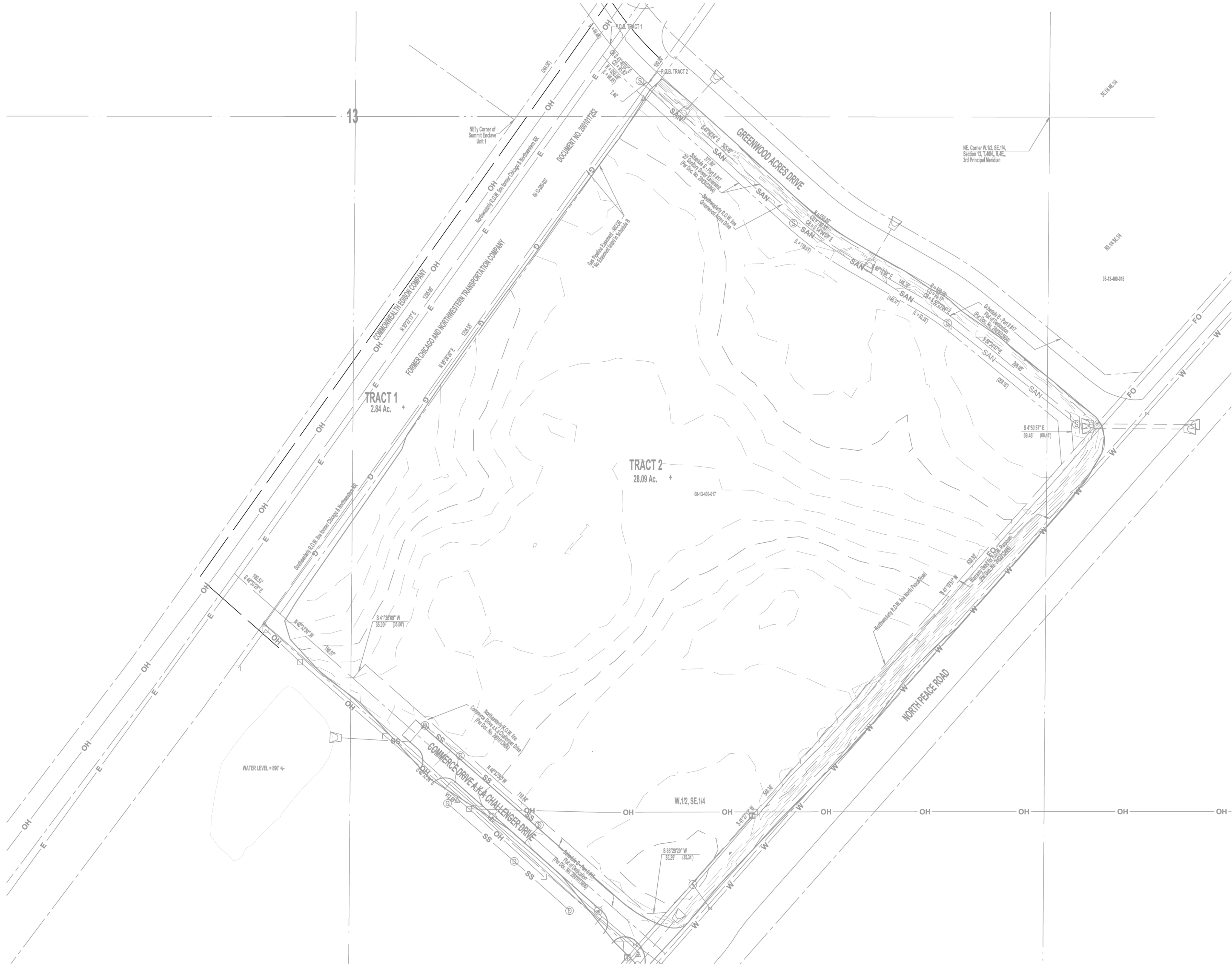
OVERALL MAP

PROJECT NO.

21949006

SHEET

C001



NOTES:

GENERAL NOTES

1. ALL TREES AND SHRUBS TO BE REMOVED WITHIN THE PROPOSED SOLAR ARRAY

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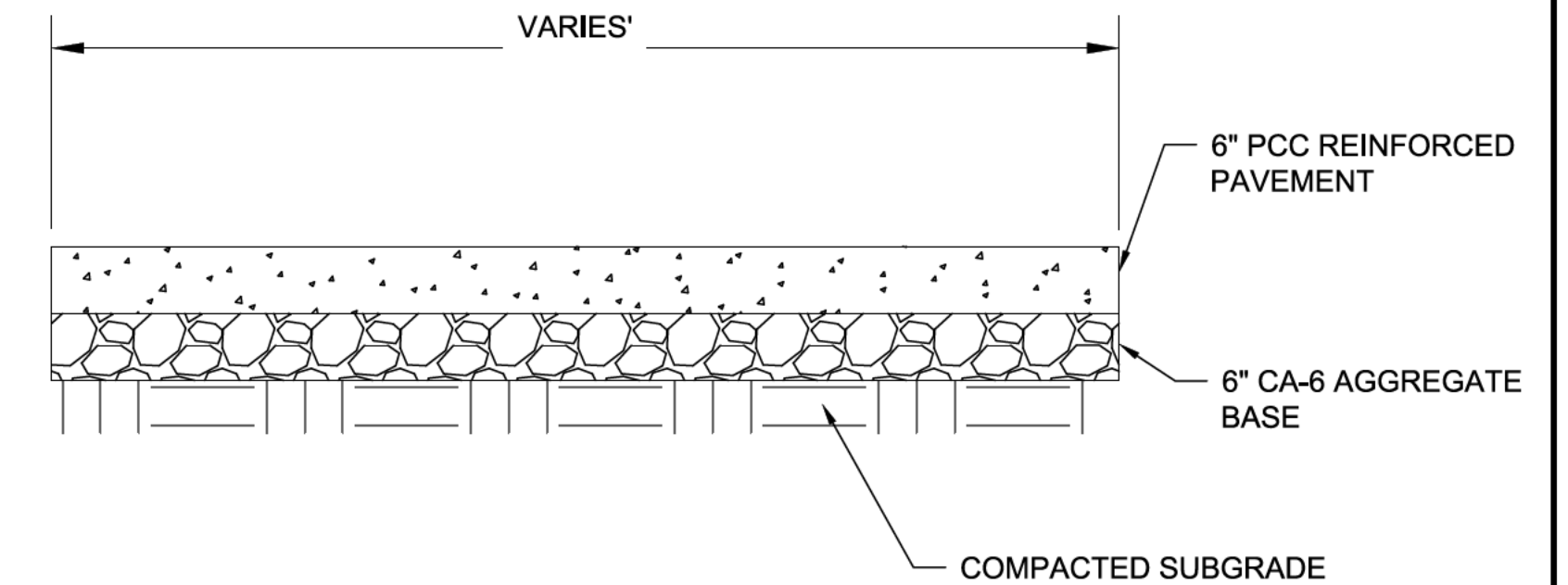
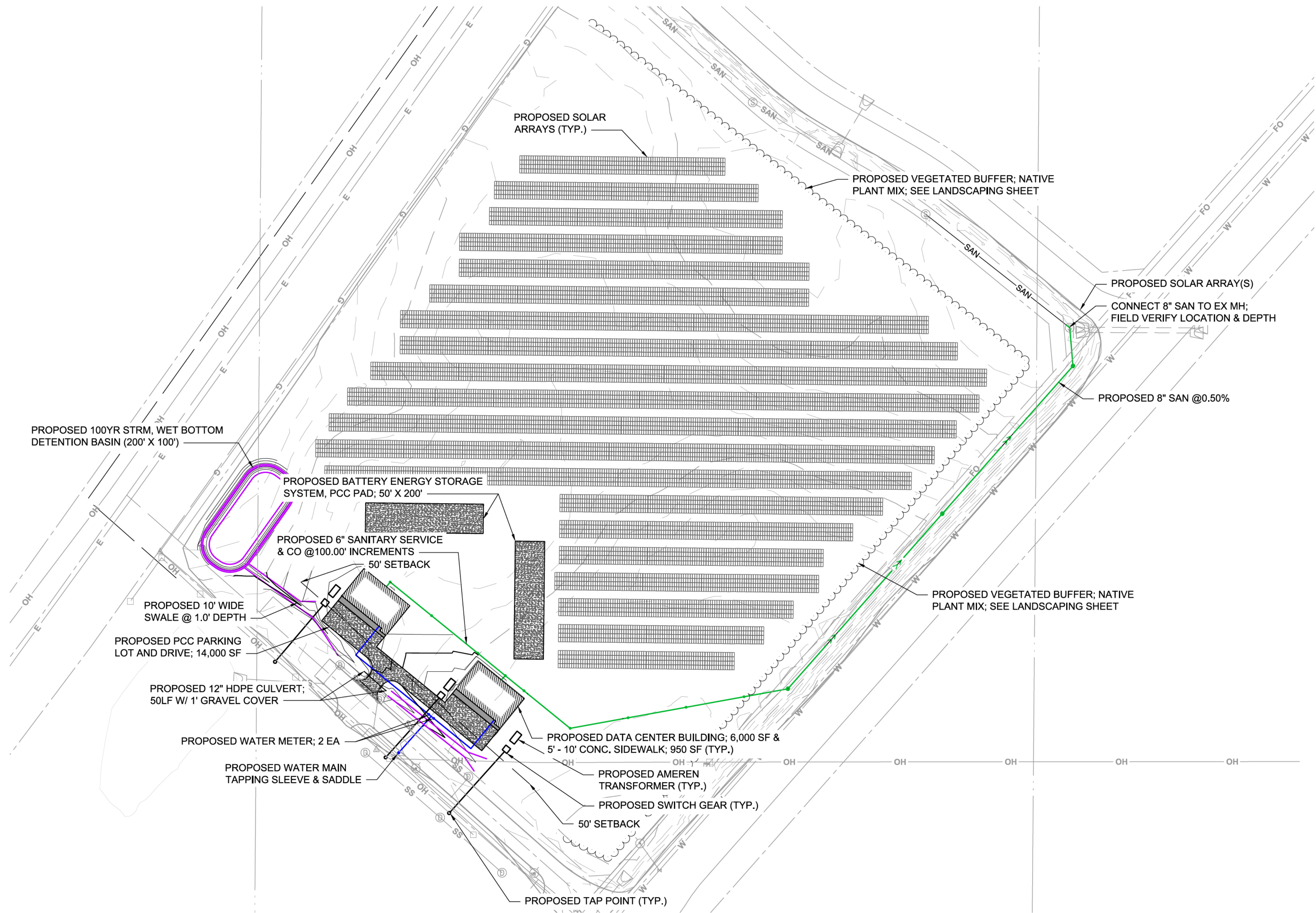
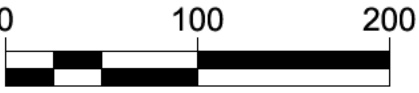


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CHALLENGER DR SITE PLAN
BTB ENERGY
GREENVILLE, BOND COUNTY

REMOVAL PLAN

PROJECT NO.
21949006
SHEET
RC101



PORTLAND CEMENT CONCRETE (PCC) DRIVEWAY, PARKING LOT, AND B.E.S.S. PAD SECTION

NOTES:

GENERAL NOTES

- OFF STREET PARKING: SEVEN (7) PARKING SPACES ARE PROVIDED FOR THE TWO (2) 6,000 SQFT DATA CENTERS

LANDSCAPE NOTES

- ALL GROUND VEGETATION IN SOLAR ARRAY FOOTPRINT TO BE A NATIVE SHORT GRASS / WILDFLOWER / LEGUME MIX. SUPPLEMENTAL MIX & SEEDING INSTRUCTIONS AVAILABLE FROM OWNER

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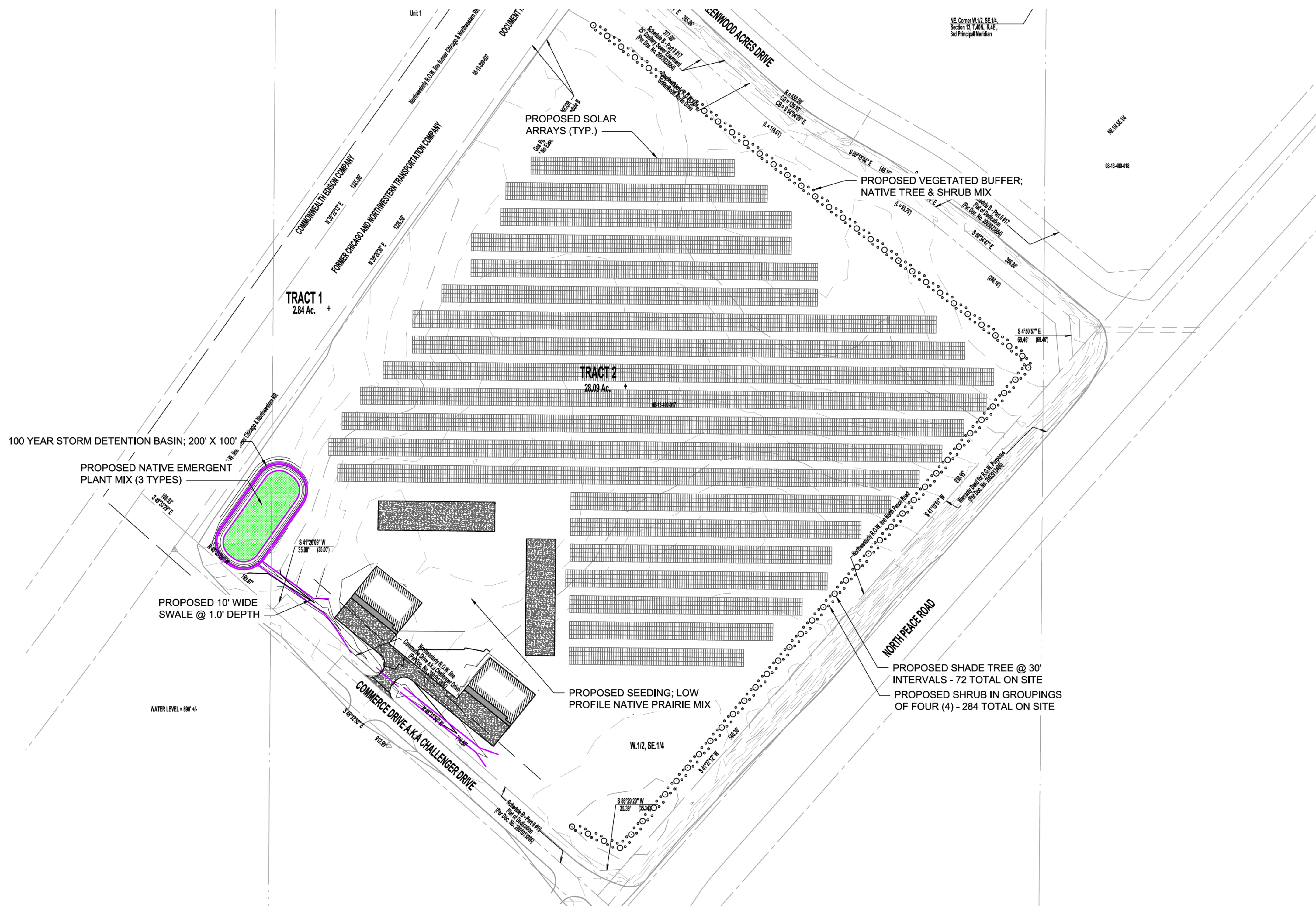
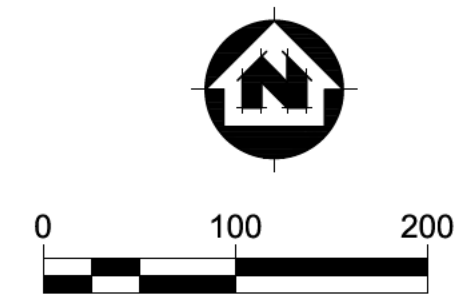


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SITE PLAN

PROJECT NO.
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C101



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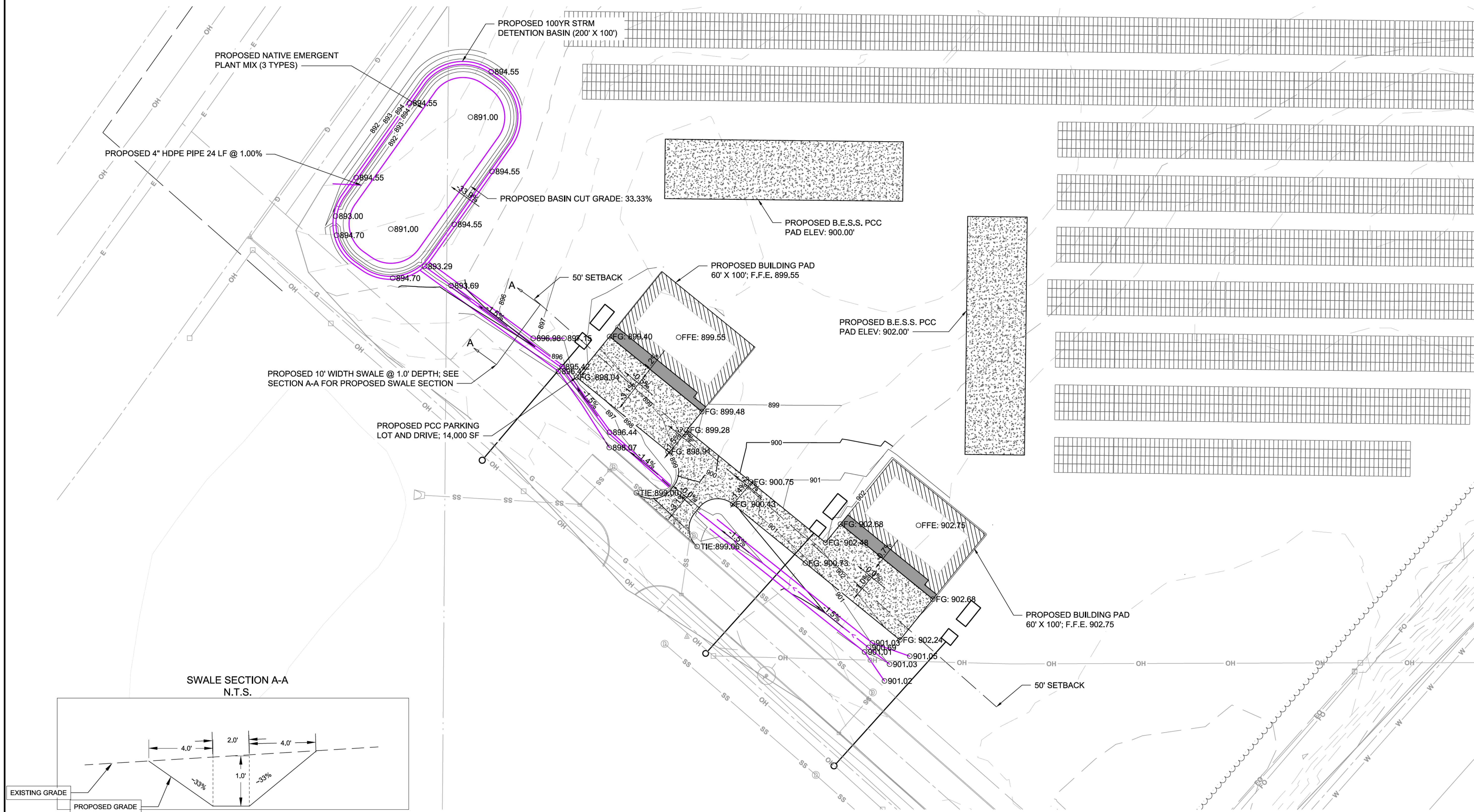
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GREENVILLE, BOND COUNTY

LANDSCAPING PLAN

PROJECT NO.
21949006

SHEET
C102



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CHALLENGER DR SITE PLAN
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GREENVILLE, BOND COUNTY

GRADING PLAN

PROJECT NO.
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SHEET
C103



0 100 200

13

INSTALL SILT FENCE AT PERIMETER FENCING;
APPROX. SILT FENCING TO ENCASE SITE. SEE
EROSION CONTROL DETAILS

LEGEND:

- PROPOSED SILT FENCE
- PROPOSED INLET PROTECTION
- PROPOSED DITCH CHECK

GENERAL NOTES

- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE.
- THE METHODS AND STRUCTURES USED TO CONTROL EROSION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL IMPLEMENT AND APPROPRIATE MEANS OF CONTROLLING EROSION DURING THE SITE OPERATION AND UNTIL THE VEGETATION IS RE-ESTABLISHED. ADJUSTMENTS TO THE CONTROL SYSTEM SHALL BE MADE AS REQUIRED.
- ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF THE TIME 0.5 INCHES OF RAIN IS PRODUCED.
- THE CONTRACTOR SHALL TAKE ALL POSSIBLE PRECAUTIONS TO PREVENT SOILS FROM BECOMING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEPED AND/OR SCRAPPED PERIODICALLY TO REMOVE SOIL AND/OR DUST.
- ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH SEED AND MULCH UNLESS OTHERWISE SPECIFIED. A MINIMUM OF 4 TO 6 INCHES OF TOPSOIL SHALL BE APPLIED TO ALL AREAS TO BE SEEDED OR SODDED.

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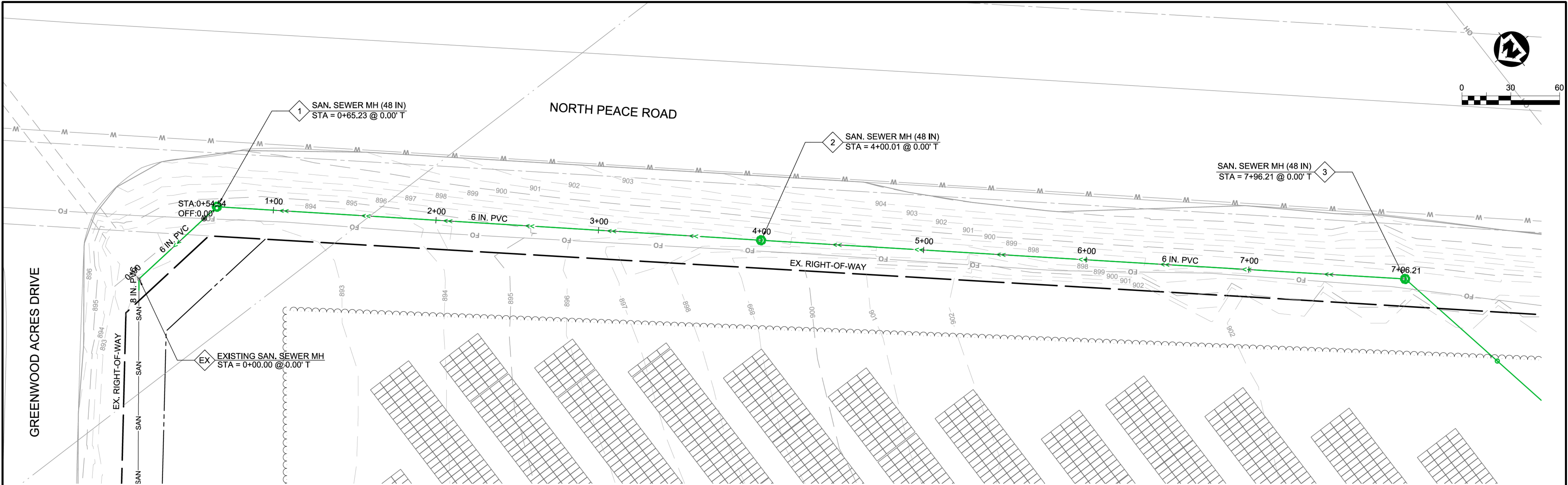


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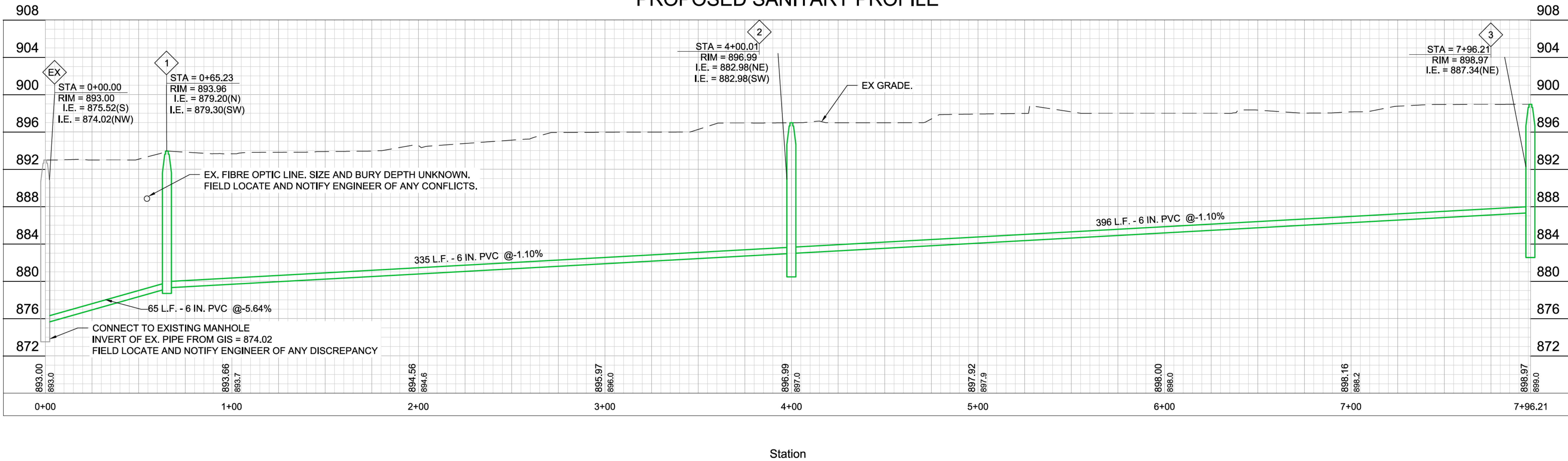
CHALLENGER DR SITE PLAN
BTB ENERGY
GREENVILLE, BOND COUNTY

EROSION CONTROL PLAN

PROJECT NO.
21949006
SHEET
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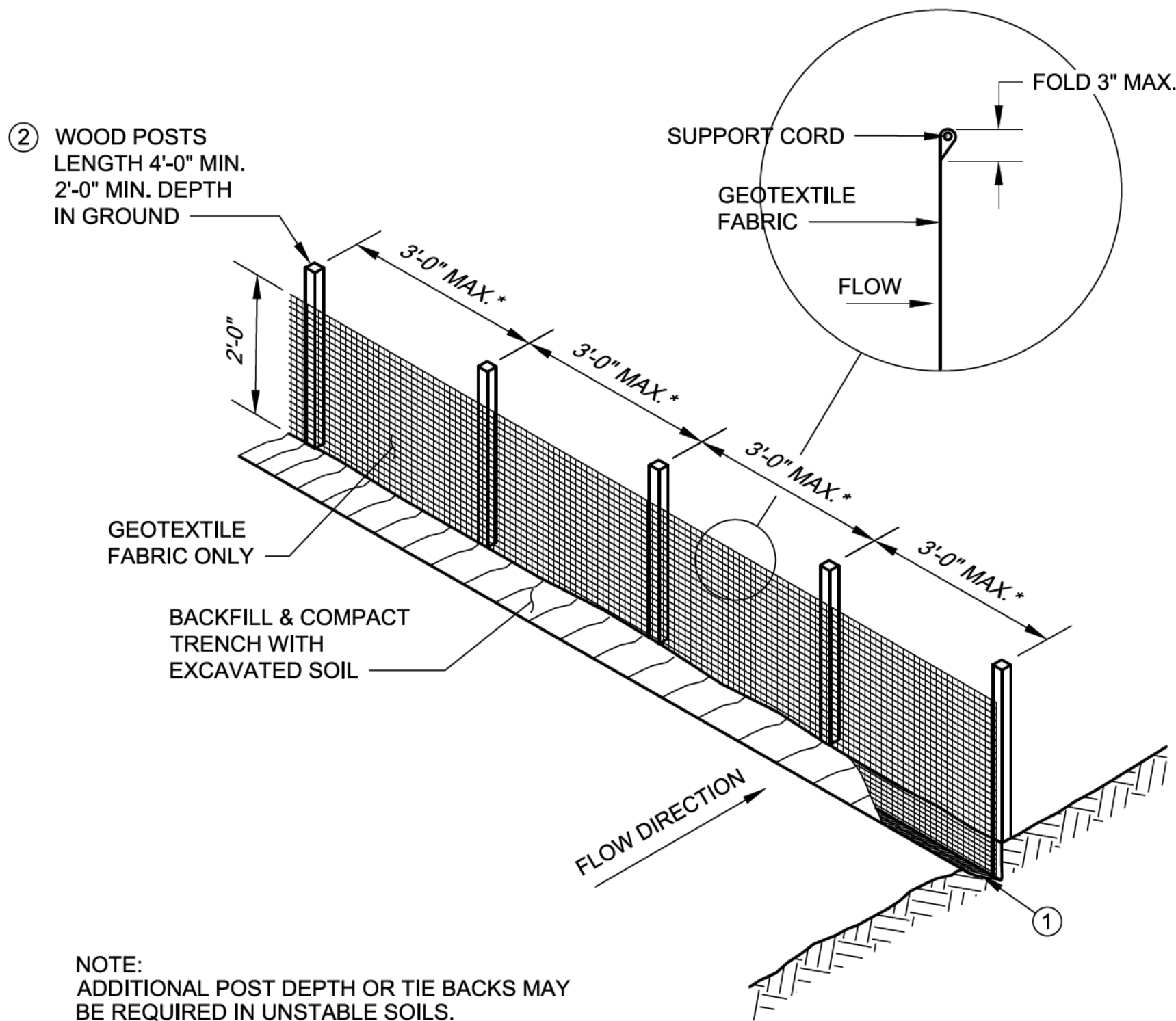


PROPOSED SANITARY PROFILE



CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS

- 1.) ILLINOIS EPA NPDES PERMITS FOR CONSTRUCTION SITE STORMWATER DISCHARGES IDENTIFIES REQUIREMENTS FOR CONSTRUCTION SITE AND POST-CONSTRUCTION EROSION CONTROL. IT IS THE INTENT OF THESE PLANS TO SATISFY THESE REQUIREMENTS. THE METHODS AND STRUCTURES USED TO CONTROL EROSION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL IMPLEMENT AN APPROPRIATE MEANS OF CONTROLLING EROSION DURING SITE OPERATION AND UNTIL THE VEGETATION IS RE-ESTABLISHED. ADJUSTMENTS TO THE CONTROL SYSTEM SHALL BE MADE AS REQUIRED.
- 2.) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE ILLINOIS NPDES PERMIT FOR CONSTRUCTION ACTIVITIES STANDARDS. THESE STANDARDS ARE PERIODICALLY UPDATED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND REFERENCE THE MOST RECENTLY RELEASED STANDARD.
- 3.) THE INFORMATION IS ONLY ONE PART OF THE OVERALL EROSION CONTROL REQUIREMENTS. ADDITIONAL REQUIREMENTS MAY ALSO BE SHOWN ON THE PLAN SHEETS AND IN THE ACCOMPANYING SPECIFICATIONS.
- 4.) ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE OWNER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.
- 5.) THE AREA OF EROSION LAND EXPOSED TO THE ELEMENTS BY GRUBBING, EXCAVATION, TRENCHING, BORROW AND FILL OPERATIONS AT ANY ONE TIME SHALL BE MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE. FOR ANY DISTURBED AREA THAT REMAINS INACTIVE FOR GREATER THAN 7 WORKING DAYS, OR WHERE GRADING WORK EXTENDS BEYOND THE PERMANENT SEEDING DEADLINES, THE SITE MUST BE TREATED WITH TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING AND/OR MULCHING. ALL DISTURBED AREAS SHALL BE TREATED WITH PERMANENT STABILIZATION MEASURES WITHIN 3 WORKING DAYS OF FINAL GRADING.
- 6.) ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF THE TIME 0.5 INCHES OF RAIN IS PRODUCED. ALL MAINTENANCE WILL FOLLOW AN INSPECTION WITHIN 24 HOURS. THIS APPROACH ACKNOWLEDGES THE DIFFICULTY OF WORKING IN WET CONDITIONS AS NECESSARY FOR PREVENTING THE IRRETRIEVABLE "FIRST FLUSH" OF SEDIMENT INTO ADJACENT WATERWAYS, DEGRADING WATER QUALITY AND FISH HABITAT.
- 7.) ALL EROSION CONTROL DEVICES SHALL BE PROPERLY INSTALLED PRIOR TO ANY SOIL DISTURBANCE.
- 8.) GRUBBING AND GRADING OPERATIONS SHALL BE PERFORMED IN PROPER SEQUENCE WITH OTHER WORK TO MINIMIZE EROSION.
- 9.) ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
- 10.) WIND EROSION SHALL BE KEPT TO A MINIMUM DURING CONSTRUCTION. WATERING, MULCH, OR A TACKING AGENT MAY NEED TO BE UTILIZED TO PROTECT NEARBY RESIDENCES AND WATER RESOURCES.
- 11.) CHANNELIZED RUNOFF FROM ADJACENT AREAS PASSING THROUGH THE SITE SHALL BE DIVERTED AROUND DISTURBED AREAS, IF PRACTICAL.
- 12.) THE CONTRACTOR SHALL TAKE ALL POSSIBLE PRECAUTIONS TO PREVENT SOILS FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEPED AND / OR SCRAPPED (NOT FLUSHED) PERIODICALLY TO REMOVE SOIL, DIRT AND / OR DUST.
- 13.) EROSION CONTROLS SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF TEMPORARY STOCKPILES. ANY SOIL STOCKPILE THAT REMAINS FOR MORE THAN 30 DAYS SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING. ALL STOCK PILES SHALL BE PLACED AT LEAST 75 FEET FROM STREAMS OR WETLANDS.
- 14.) EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):
- a. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
- b. BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
- c. DISCHARGE OF TRENCH WATER OR DEWATERING EFFLUENT MUST BE PROPERLY TREATED TO REMOVE SEDIMENT IN ACCORDANCE WITH THE WDNR CONSERVATION PRACTICE STANDARD 1061 - DEWATERING OR A SUBSEQUENT WDNR DEWATERING STANDARD PRIOR TO DISCHARGE INTO A STORM SEWER, DITCH, DRAINAGEWAY, OR WETLAND OR LAKE.
- 15.) ALL DRAINAGE CULVERTS, STORM DRAIN INLETS, MANHOLES, OR ANY OTHER EXISTING STRUCTURES WHICH COULD BE DAMAGED BY SEDIMENTATION SHALL BE PROTECTED ACCORDING TO THE VARIOUS METHODS PROVIDED IN THE PRINTED CONSERVATION PRACTICE STANDARDS.
- 16.) ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.
- 17.) THE FIRST SIX WEEKS AFTER INITIAL STABILIZATION (E.G. PLACEMENT OF SEED AND MULCH, EROSION MAT, SOD) A DISTURBED AREA SHALL INCLUDE WATERING PROVISIONS OF ALL NEWLY SEEDED AND MULCHED AREAS WHENEVER 7 DAYS ELAPSE WITHOUT A RAIN EVENT.
- 18.) WHEN THE DISTURBED AREA HAS BEEN STABILIZED BY PERMANENT VEGETATION OR OTHER MEANS, TEMPORARY BMP'S SUCH AS SILT FENCES, STRAW BALES, AND SEDIMENT TRAPS SHALL BE REMOVED AND THESE AREAS STABILIZED.
- 19.) ALL TEMPORARY BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED UNTIL THE SITE IS STABILIZED.
- 20.) ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH SEED AND MULCH UNLESS OTHERWISE SPECIFIED. A MINIMUM OF 6 INCHES OF TOPSOIL SHALL BE APPLIED TO ALL AREAS TO BE SEEDED OR SODDED.



SILT FENCE

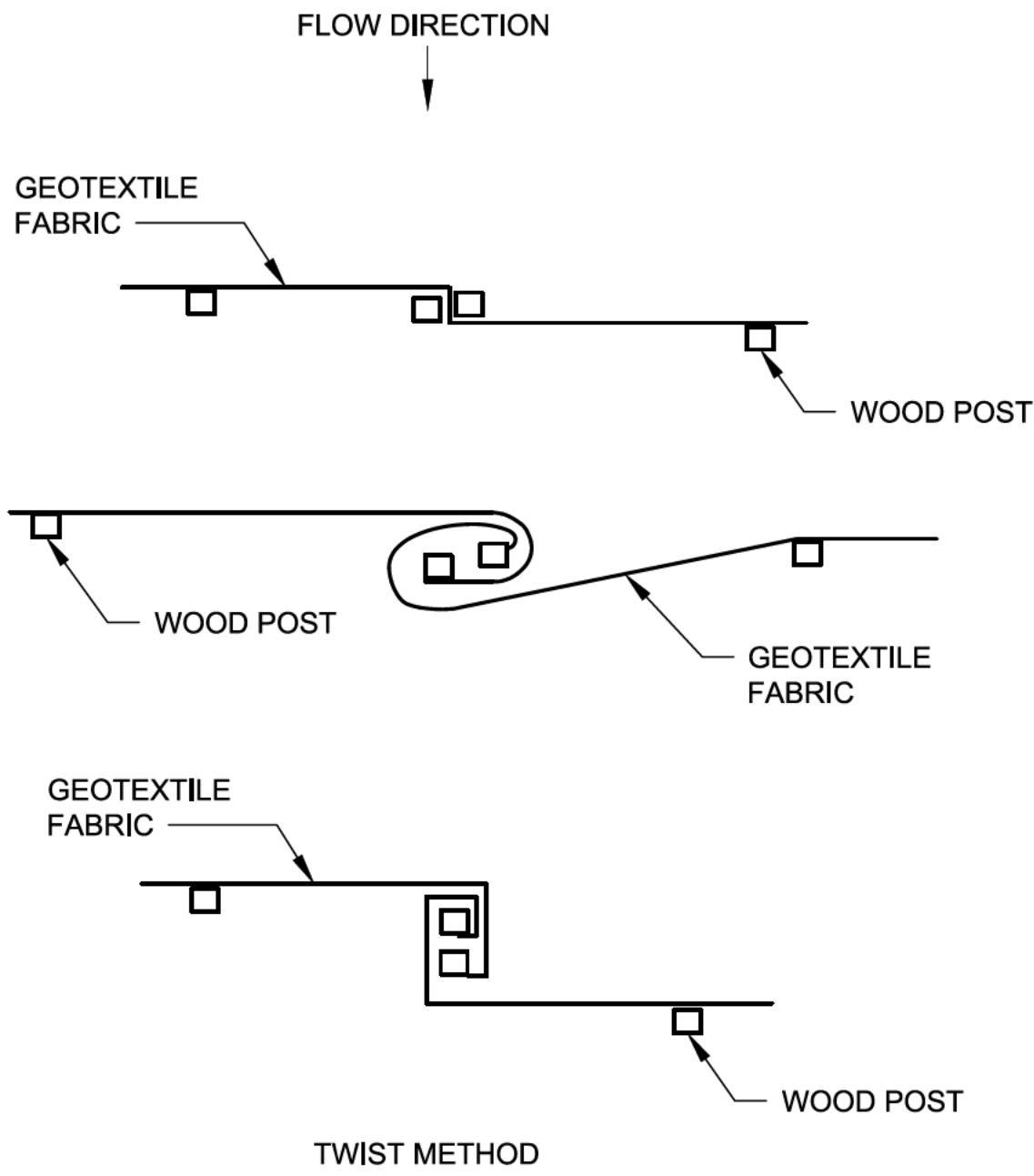
NOTE:
ADDITIONAL POST DEPTH OR TIE BACKS MAY
BE REQUIRED IN UNSTABLE SOILS.

* 8'-0" POST SPACING ALLOWED IF A WOVEN
GEOTEXTILE FABRIC IS USED, OR IF THE SILT
FENCE IS FACTORY ASSEMBLED.

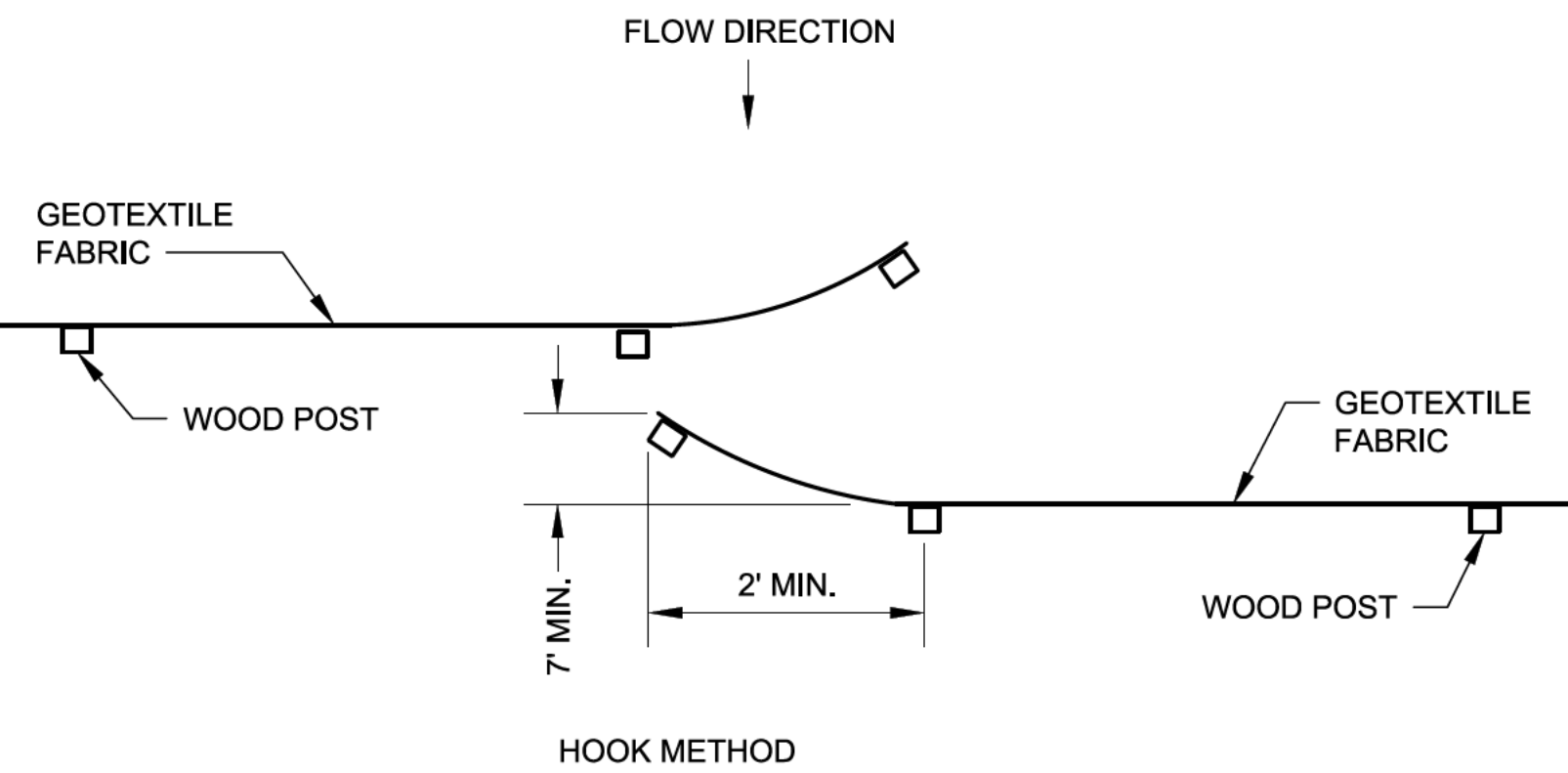
ATTACH THE FABRIC TO THE POSTS WITH
WIRE STAPLES OR WOODEN LATH AND NAILS.

GENERAL NOTES

- TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" x 1 1/8" OF OAK OR HICKORY.
- CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD -- OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B) HOOK METHOD -- HOOK THE END OF EACH SILT FENCE LENGTH.



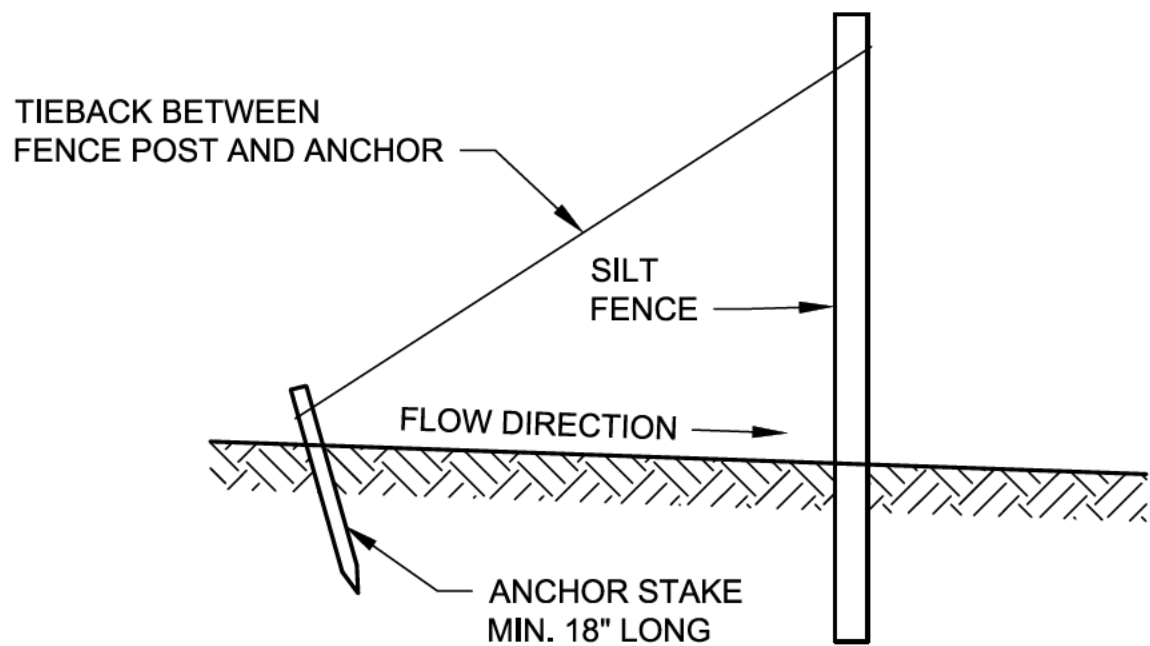
TWIST METHOD



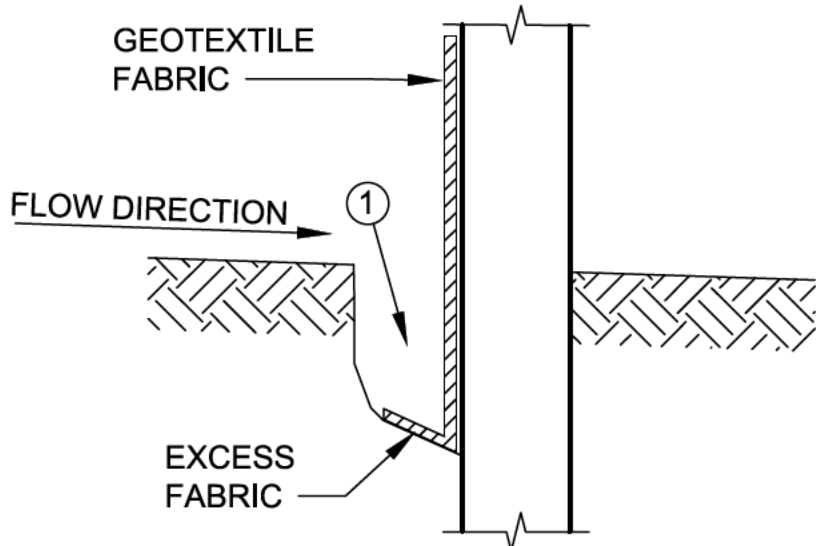
HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE

③



SILT FENCE TIE BACK
(WHEN REQUIRED BY THE ENGINEER)



TRENCH DETAIL

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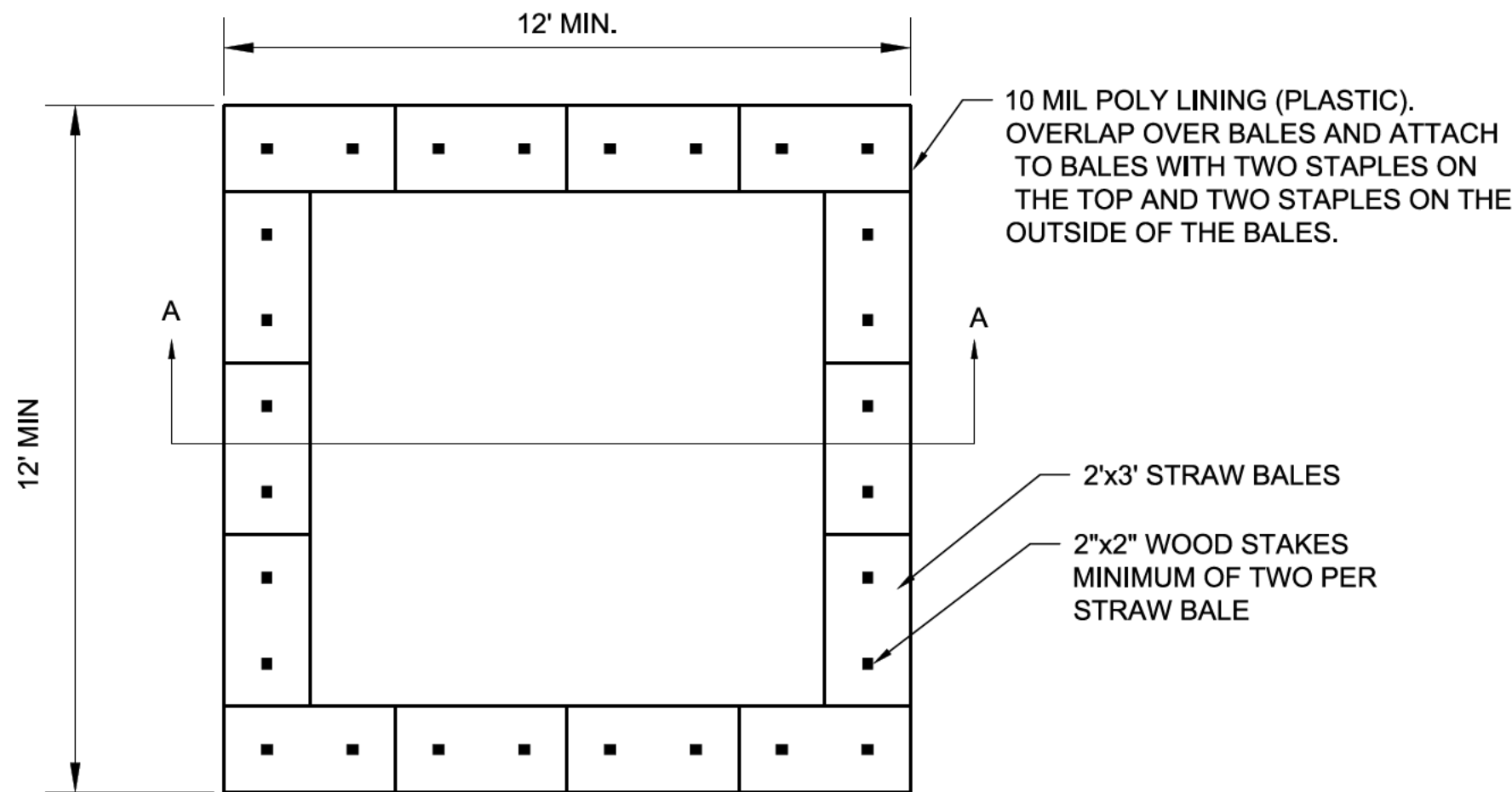


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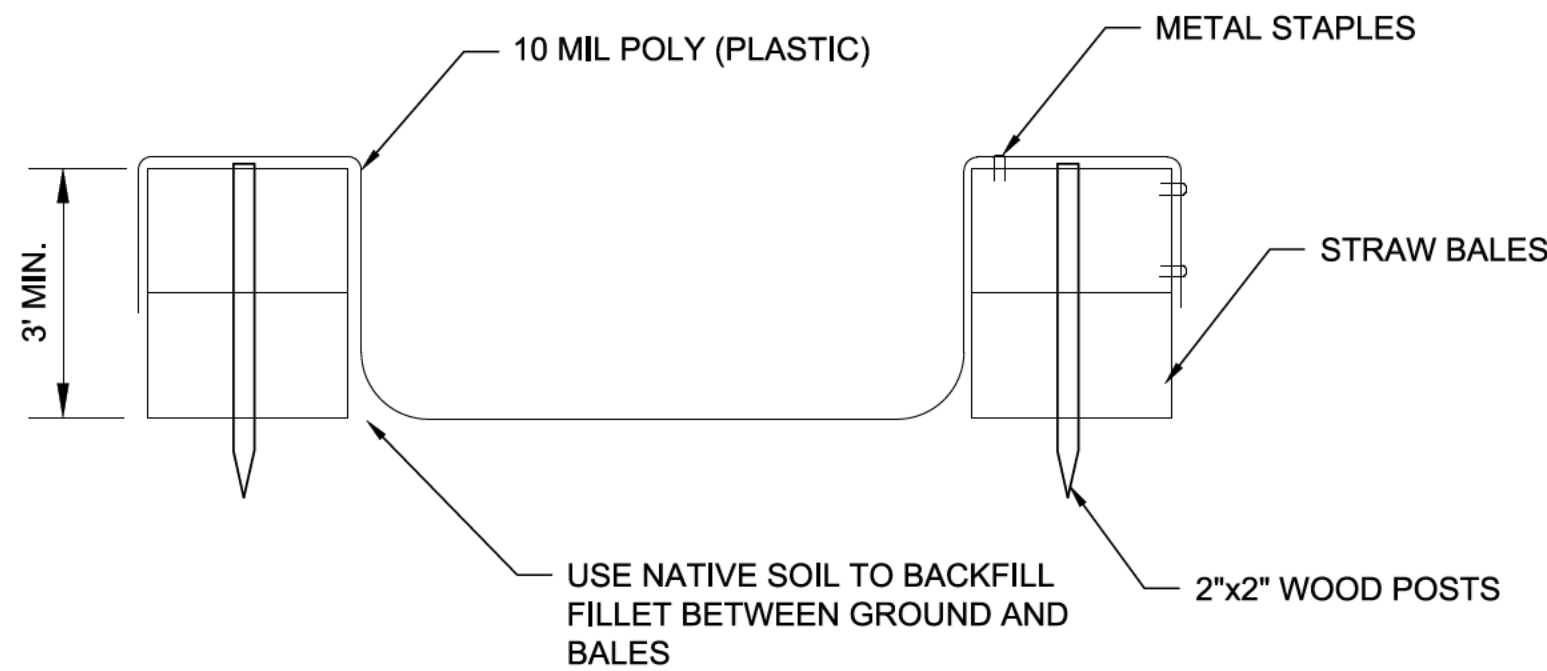
CHALLENGER DR SITE PLAN
BTB ENERGY
GREENVILLE, BOND COUNTY

EROSION CONTROL DETAILS

PROJECT NO.
21949006
SHEET
C501



PLAN VIEW



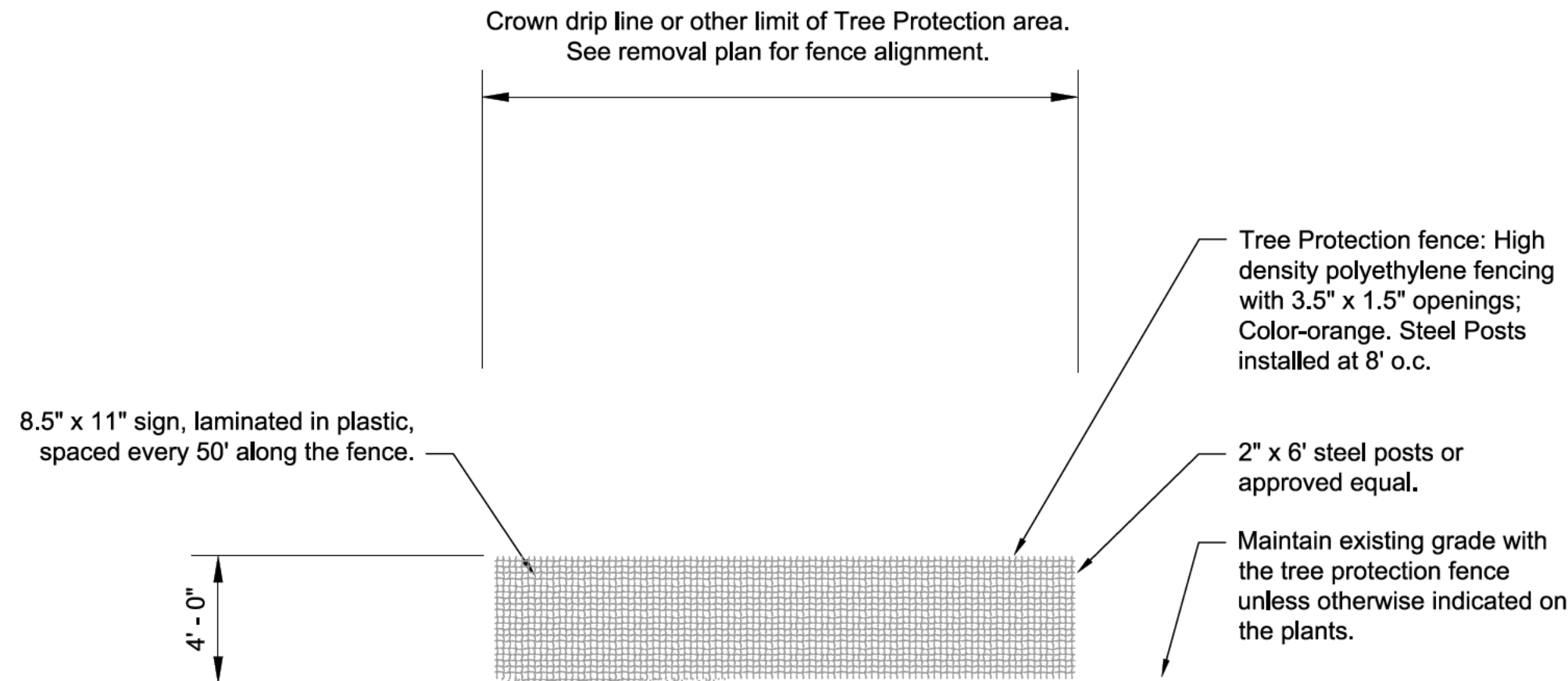
SECTION VIEW A-A

NOTES

1. WASHOUT FACILITY SHALL BE INSTALLED PRIOR TO ANY CONCRETE WORK THAT IS COMPLETED ONSITE. CONTRACTOR SHALL DISCUSS SELECTED LOCATION WITH FIELD ENGINEER TO ENSURE LOCATION WORKS WITH ALL UTILITY AND PERMIT REQUIREMENTS, PRIOR TO INSTALLATION.
2. ONE SINGLE SHEET OF POLY SHALL BE USED TO CONSTRUCT WASHOUT. IF MORE THAN ONE SHEET IS USED, A CONTINUOUS BEAD OF WATERPROOF ADHESIVE SHALL BE USED TO SECURE THE TWO SHEETS TOGETHER. THE POLY LINING SHALL NOT HAVE HOLES, RIPS, TEARS, OR OTHER DEFECTS THAT MAY ALLOW THE WASH WATER TO CONTACT THE NATIVE SOIL.
3. LIQUID WITHIN THE BASIN SHALL BE ALLOWED TO EVAPORATE NATURALLY.
4. IF LIQUID WITHIN THE BASIN FILLS UP TO 1/3 OF THE HEIGHT OF THE WASHOUT OR 1-FOOT IN DEPTH, WITH EVER IS LESS, THE WASHOUT SHALL BE PUMPED OUT AND DISPOSED OF AT A PROPER DISPOSAL AREA OFF SITE.
5. AT THE CONCLUSION OF ALL CONCRETE WORK, ALL SOLIDS IN THE WASHOUT, THE BALES, AND POLY SHEETING SHALL BE DISPOSED OF IN A LANDFILL.
6. THE WASHOUT SHALL BE INSPECTED AT THE BEGINNING AND END OF EVERY DAY WHEN CONCRETE IS WASHED OUT AT THE SITE. THE WASHOUT SHALL ALSO BE INSPECTED, AT A MINIMUM, ONE TIME PER WEEK WITH THE OTHER EROSION CONTROL ITEMS ONSITE.

CONCRETE WASHOUT DETAIL

NTS



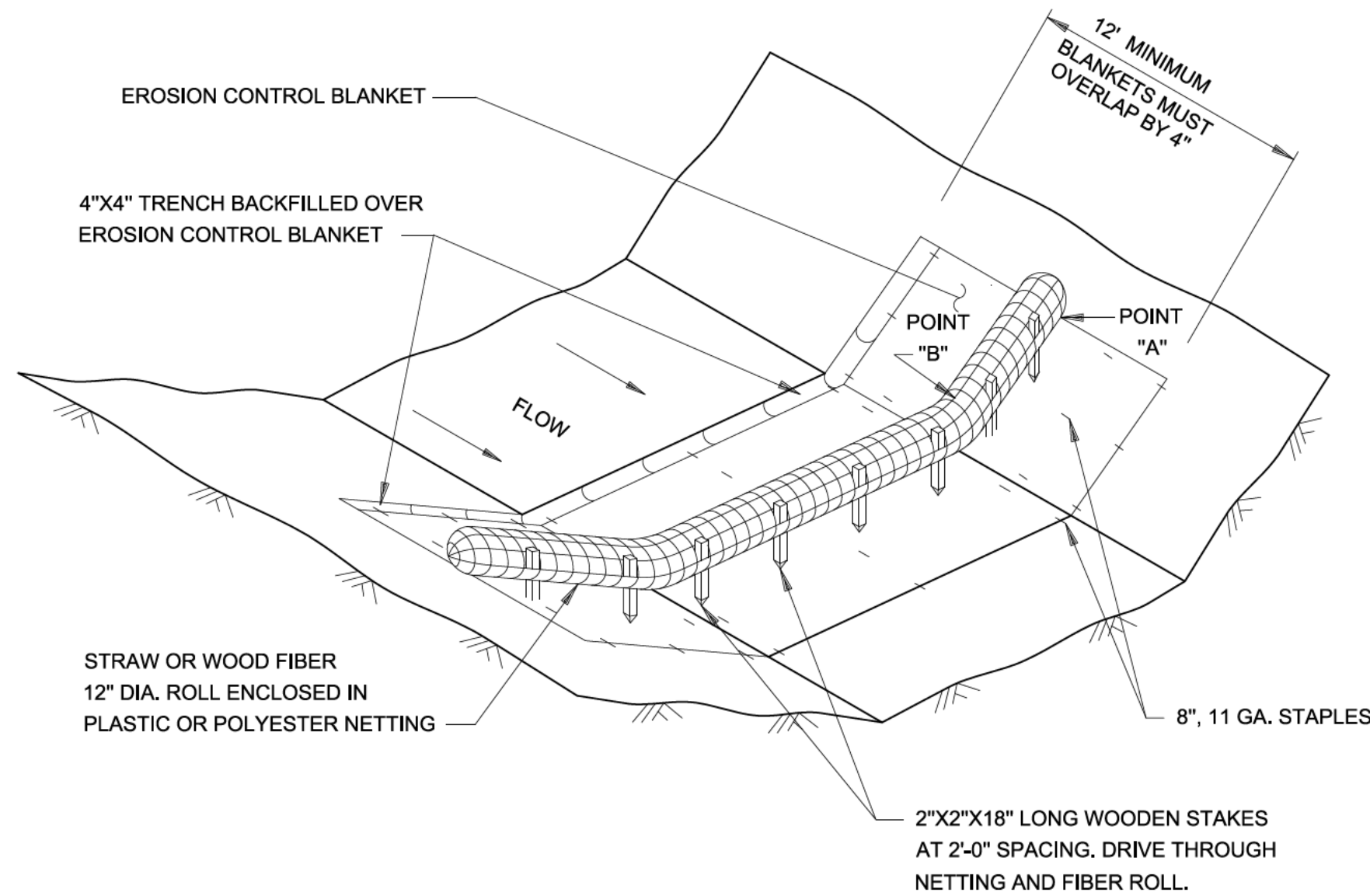
SECTION VIEW

NOTES

1. SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
2. IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
3. NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
5. SEE REMOVAL AND GRADING PLANS FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.

TREE PROTECTION DETAIL

NTS



12" SEDIMENT LOG DETAIL

NTS

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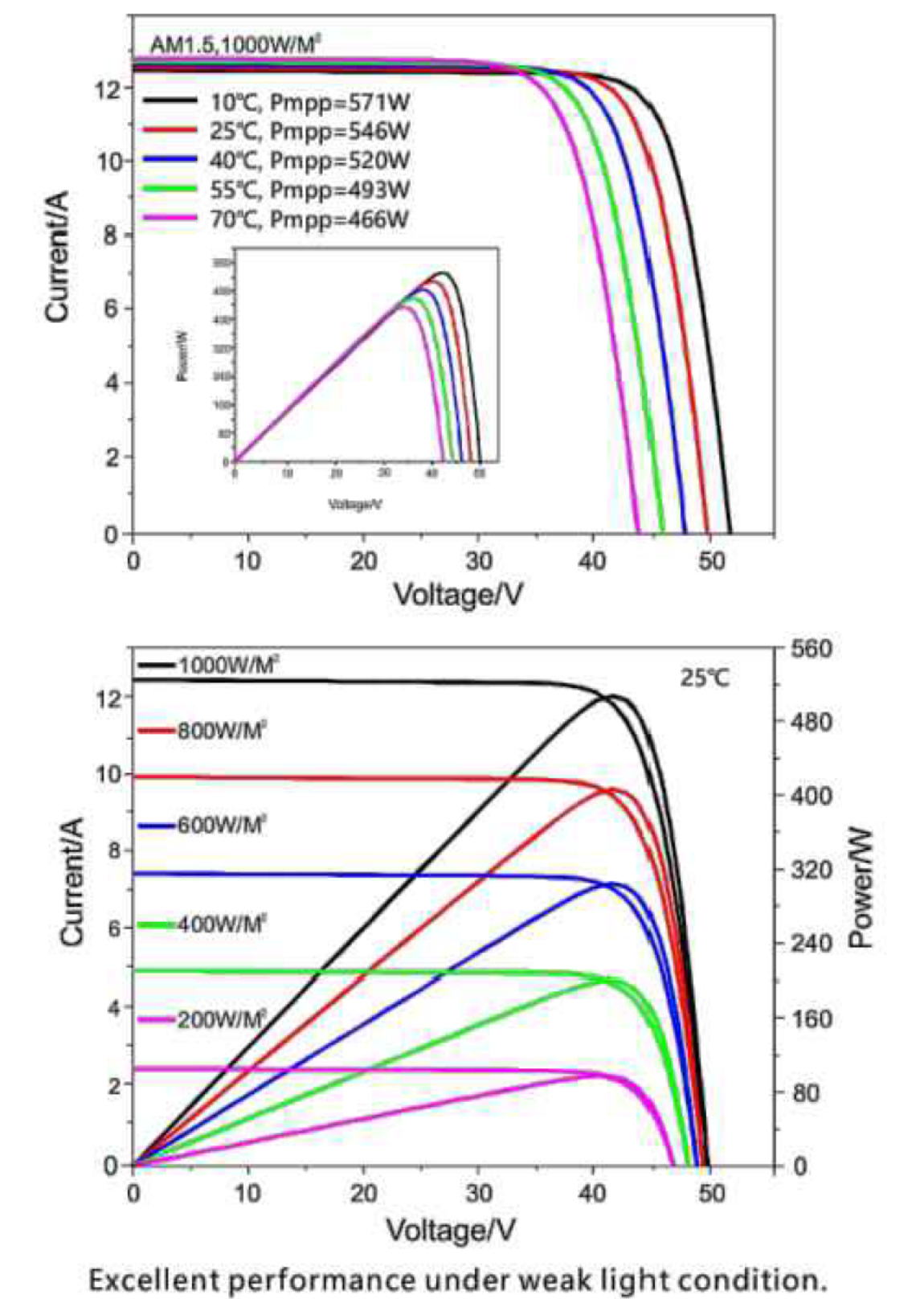
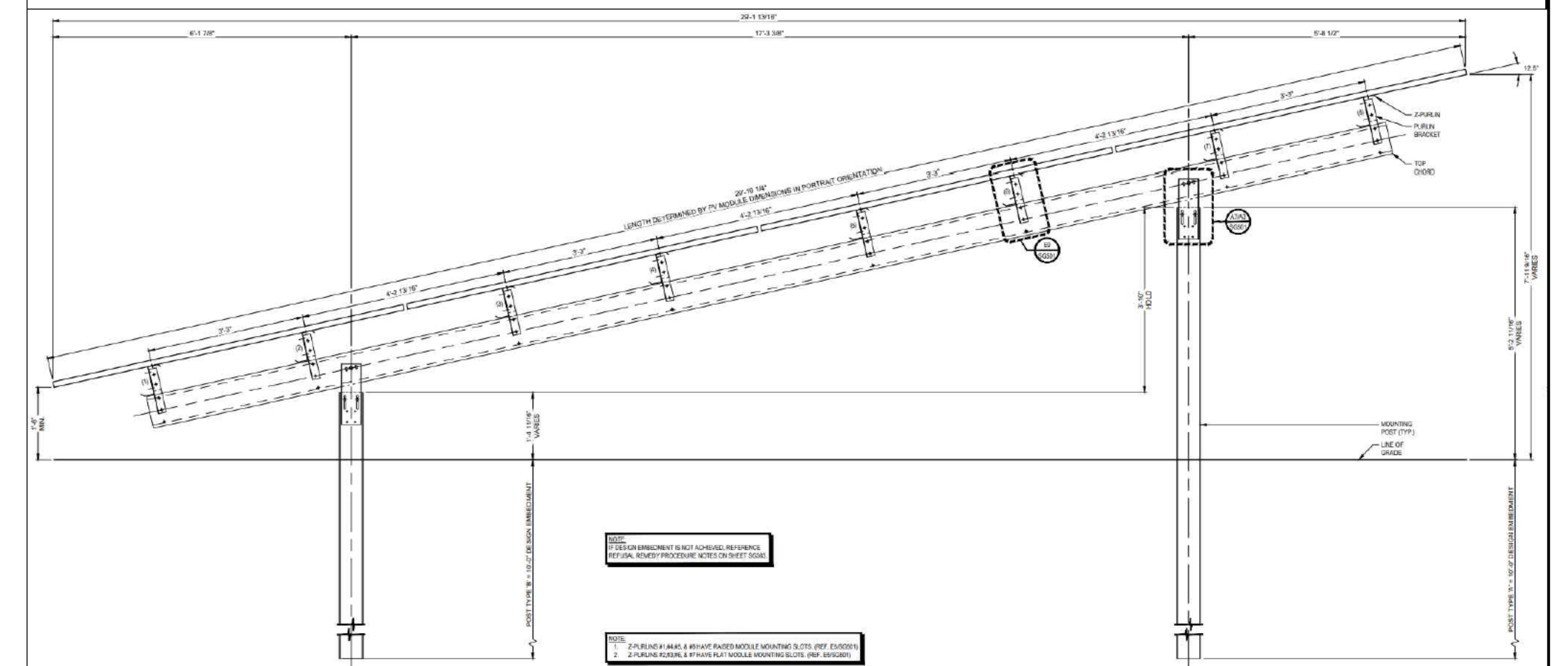


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EROSION CONTROL DETAILS

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MINUTES
CITY OF DEKALB
PLANNING AND ZONING COMMISSION
January 6, 2025

The Planning and Zoning Commission held a meeting on January 6, 2025, in the Yusunas Meeting Room at the DeKalb Public Library, 309 Oak Street, DeKalb, Illinois. Vice Chair McMahon called the meeting to order at 6:08 PM.

A. ROLL CALL

Recording Secretary, Olivia Doss, called the roll. Planning and Zoning Commission members present were: Vice Chair Bill McMahon, Steve Becker, Trixy O'Flaherty, and Maria Pena-Graham. Commission Chair Max Maxwell and Commission member Jerry Wright were absent. Planning Director Dan Olson and Assistant City Manager Bob Redel were present representing the City.

B. APPROVAL OF THE AGENDA (Additions/Deletions)

Vice Chair McMahon requested a motion to approve the January 6, 2025, agenda as presented. Ms. O'Flaherty motioned to approve the agenda as presented. Ms. Pena-Graham seconded the motion, and the motion was approved by unanimous voice vote.

C. APPROVAL OF MINUTES

1. December 16, 2024 – Vice Chair McMahon requested a motion to approve the December 16, 2024, minutes as presented. Mr. Becker motioned to approve the minutes as submitted. Ms. O'Flaherty seconded the motion, and the motion was approved by unanimous voice vote.

D. PUBLIC PARTICIPATION (Open Floor to Anyone Wishing to Speak on Record)

None.

E. NEW BUSINESS

1. **Concept Plan** – A request by Donato Solar for review of a Concept Plan for construction of a 4-megawatt ground mounted solar energy system (solar field) and a boutique data center on approximately 30 acres along the west side of Peace Road between Greenwood Acres Dr. and Challenger Dr.

Nick Mahoney presented on behalf of Donato Solar. Mr. Mahoney gave a brief overview of the Concept Plan, describing the 30-acre parcel, the solar array, and the additional items being put on the site including two data center buildings and a battery system. He stated the solar panels will face due south along Peace Road, with a vegetative area added under the arrays. The battery system areas will sit adjacent to the solar panels, and each area will be approximately 200ft x 60ft. Mr. Mahoney explained the battery system will capture the excess energy created on sunny days that would not regularly be put into the grid. The two data center buildings will be located in the southwest corner of the lot with each building being approximately 100 ft x 60 ft. and 20 ft. tall.

Mr. Mahoney went on to explain how their business model functions. Donato Solar develops the solar energy systems and batter systems and leases the data centers to tenants. They currently have

approximately 50 megawatts in solar systems throughout Illinois and are headquartered in Champaign. He noted this is their northern most project in Illinois.

He added although the data center will contain two buildings, there will be very little foot traffic as they are monitored remotely. The main foot traffic will come from routine maintenance checks. He also added there will be a bathroom in the data center buildings, and the site will connect to City water lines.

Mr. Mahoney explained the battery system installation is a newer aspect of their solar field sites. One of the main benefits of adding the battery system is the reduction in wasted energy. Any extra energy created gets stored in the battery system and put back into the grid, typically being utilized within 24 hours. Mr. Mahoney added this creates virtually zero wasted energy. He reiterated Donato is in the very early stages of their Concept Plan, and they are willing to work with the City to meet any requirements. He confirmed Donato understands they will need to petition for annexation into the City, and have the site rezoned to Industrial.

Planning Director, Dan Olson, gave his Staff Report dated January 2, 2025. He stated the applicant has provided a summary of the project and directed the Commission to their background material. He said Donato's summary indicates in addition to the solar array system, infrastructure on-site will include a data center to host a variety of services. The solar array and data center combination will provide a direct offset to utility costs, particularly during peak energy consumption periods when grid rates are typically higher. Mr. Olson mentioned this results in a reduction of both operational expenses and the environmental impact of the data center's energy consumption.

Mr. Olson explained access to the two data center buildings will be off Challenger Dr. Water and sanitary sewer will be extended to the data center buildings. He said both the City and KWRD have provided direction regarding utility connections. An analysis of the stormwater runoff from the buildings and parking will need to be evaluated. The UDO requires a 50-foot setback for any aspect of the solar field, except fences and transmission lines. Mr. Olson mentioned the plan indicates a 50-foot buffer being maintained around the perimeter of the site meeting the minimum requirements. He stated there is a 100-foot setback to residential areas, which will be met. Since the site is along a major roadway, additional landscape screening next to Peace Road would be encouraged. Mr. Olson pointed out an error in the original summary which stated a waiver request may be necessary for the solar array's height. He clarified Donato Solar's original summary had an incorrect height of up to 20 feet, noting the arrays will be 8-9 feet high.

Mr. Olson stated if Donato Solar chooses to proceed with the project, they will be requesting annexation and rezoning to the "PD-I", Planned Development Industrial District to accommodate the uses. A preliminary/final development plan would also need to be submitted. He mentioned a public hearing would be required in front of the Commission who would forward a recommendation to the City Council for final action. Mr. Olson noted this will be similar to the solar farms approved on Route 38, Gurler Road, and on Pleasant Street near the airport.

Mr. Olson noted to the Planning and Zoning Commission the Unified Development Ordinance (UDO) allows for review by the Commission of a Concept Plan. The purpose of the Concept Plan review is to allow the applicant to present and explain the proposed project and let the Commission and nearby property owners provide comments.

Although not a public hearing, Vice Chair McMahon awarded audience members the opportunity to speak.

Eric Kristoff, 1496 Cambria Drive, Unit 5, inquired about the workload of the data centers and who the tenant may be. Mr. Kristoff expressed concerns about the noise level and water consumption generated by the data centers for cooling. He also inquired about additional trees or foliage added on the residential side (west side) of the site. Mr. Mahoney responded the data centers will not be water cooled, which will eliminate the draw on the water supply. He also clarified these data centers are different than the large data center in the City (Meta). These data centers are small, modular buildings that are air cooled. He also explained Donato Solar does not handle the data center aspect of the site, as they lease the buildings to tenants. However, he added additional vegetation will be added along Peace Road and along the residential lot line. Further, Mr. Mahoney noted they have done noise analysis for their other sites, and they typically find automobile noise from a busy road, such as Peace Road, is often louder than the noise of the solar field or data center. Mr. Olson also pointed out the extensive tree line already present along the residential lot line to the west and encouraged additional vegetation along Peace Road.

Elizabeth-Johnson Quiney, 1504 Cambria Drive, Unit 6, inquired about the type of battery and fire suppression they will use. Mr. Mahoney explained the batteries will be LFP batteries (lithium-ion phosphate) which is the leading batteries in this category due to their stability and high energy density. All batteries used will meet the standards set forth in the International Fire Code. Mr. Mahoney added the LFP batteries will be self-contained, greatly reducing the fire risk. Additionally, Donato has an extensive operations and maintenance routine, including a 10-year manufacturer warranty on the batteries. Regarding fire suppression, he was not certain Donato had made a decision on the exact type of fire suppression that will be used, but he assumed water-based suppression, or sprinklers, would be used. Mr. Mahoney noted the fire risk is low with solar fields. Mr. Olson added the City has recently adopted the latest International Fire and Building Codes, and if the site was annexed, they would have to meet the City's requirements.

Dawn Gavin, 1480 Cambria Drive, Unit 6, inquired about the length of time for a project of this nature. She added they are having a rodent infestation issue for the first time in the four (4) years they have resided here and noticed it after the clearing of the fields during late summer. She questioned if this would continue to happen once the solar field was installed. Mr. Mahoney stated the construction timeline is fairly quick for solar fields, especially since the site is already agricultural. If all goes according to plan, the site would be functional in approximately six (6) to nine (9) months. He explained Donato Solar partners with Pheasants Forever, who have created a seed mixture that only grows approximately 12-18 inches tall. He noted this eliminates the need for mowing, as the grass grows lower than the panels. Additional benefits to this are less soil turnover and less wildlife disturbance. Additional discussion continued between Ms. Gavin and Mr. Mahoney about a different Donato Solar site. She also thanked Mr. Mahoney for the protection of local wildlife.

Discussion then turned to the Commission.

Ms. O'Flaherty inquired about a decommissioning plan. Mr. Mahoney confirmed a decommissioning plan would be submitted with the Final Plans once they move forward. Mr. Olson confirmed a decommissioning plan is required by the UDO.

Vice Chair McMahon asked about the need for the waiver regarding the solar array height. Mr. Mahoney reiterated the maximum height of the solar array panels will be approximately 9 ft at a 12% grade, and the data center buildings will be a maximum of 20 ft tall. Mr. McMahon questioned the need for the waiver, to which Mr. Olson clarified there was an error in the original summary and no waiver will be needed.

Mr. McMahon also inquired about the layout of the site including the battery storage areas. Mr. Mahoney stated the batteries are shipped in and the batteries are dropped into the site. Mr. McMahon asked about the size of the batteries, and Mr. Mahoney noted he was not sure of the exact measurements, but knew they were no taller than 9 feet. Additional discussion ensued between Mr. McMahon and Mr. Mahoney regarding the visibility of the site from Peace Road and Greenwood Acres Dr, and the inconsistent measurements included on the Concept Plan. Mr. Mahoney confirmed the Final Plan will include exact and specific measurements. Discussion continued regarding the traffic in and out of the site. Mr. Mahoney stated the traffic will come mostly from maintenance workers and will be manned remotely the majority of the time.

Mr. Becker commented additional vegetation along the residential lot line would be encouraged to help maintain an aesthetically pleasing view for the residents. Mr. Mahoney agreed, and asked Mr. Olson about the location of the vegetation. Mr. Olson confirmed it could be placed inside the 50 ft. setback line. Mr. Becker asked about the impact solar energy has on vegetation. Mr. Mahoney stated he has only seen positive effects.

Given this was not a public hearing, no roll call vote was taken. The Commission was in general agreement the project should move forward. Mr. Olson noted in the event Donato Solar intends to proceed, a formal public hearing will be held at that time and property owners within 250 feet of the site would be notified.

F. REPORTS

Mr. Olson stated the next meeting will have one (1) public hearing for a special use permit for auto sales at 2050 E. Lincoln Hwy.

G. ADJOURNMENT

Vice Chair McMahon requested a motion to Adjourn. Mr. Becker motioned to adjourn, and Ms. Pena-Graham seconded the motion. The meeting adjourned at 6:40 p.m.

Respectfully submitted,

Olivia K. Doss, Recording Secretary

Minutes approved by the Planning and Zoning Commission on January 21, 2025.

Click [here](#) to view the agenda packet for the January 6, 2025 Planning and Zoning Commission Meeting.

Click [here](#) to view the video recording of the January 6, 2025, Planning and Zoning Commission Meeting.



707 Osterman Ave Unit 1546
Deerfield, IL 60015

7/10/25

RE: Plan Commission Follow-Up

- Glare evaluation regarding the solar panels (effect on drivers along Peace Road).

Attachment A

- Any type of documentation related to noise for this type/size of facility.

Attachment B

- Explanation of ownership/lease of property and lifespan of solar panels, equipment, etc.

Attachment C

- What will the water service size to the buildings be? Anticipated amount of water used.

Attachment D

- Draft Decommissioning Plan

Attachment E

Sincerely,

Anthony Donato
President – Donato Solar

Date

7/10/25

Page 2

ATTACHMENT A.

Glare Evaluation

In response to the request for a glare analysis, we have included a report for the proposed solar facility. This analysis focuses specifically on the potential for glare impacts to drivers traveling along Peace Road, which borders the project area.

The evaluation considers panel orientation, sun angles throughout the year, and surrounding topography. Based on the results, no significant glare is anticipated for motorists on Peace Road, as the panels are designed with anti-reflective coatings and oriented to minimize any direct glare toward adjacent roadways.

This report is provided to demonstrate that the proposed array is not expected to create safety concerns or visual distractions for passing traffic.

FORGESOLAR GLARE ANALYSIS

Project: Dekalb

Site configuration: Dekalb-temp-1

Created 10 Jul, 2025

Updated 10 Jul, 2025

Time-step 1 minute

Timezone offset UTC-6

Minimum sun altitude 0.0 deg

DNI peaks at 1,000.0 W/m²

Category 1 MW to 5 MW

Site ID 154541.25833

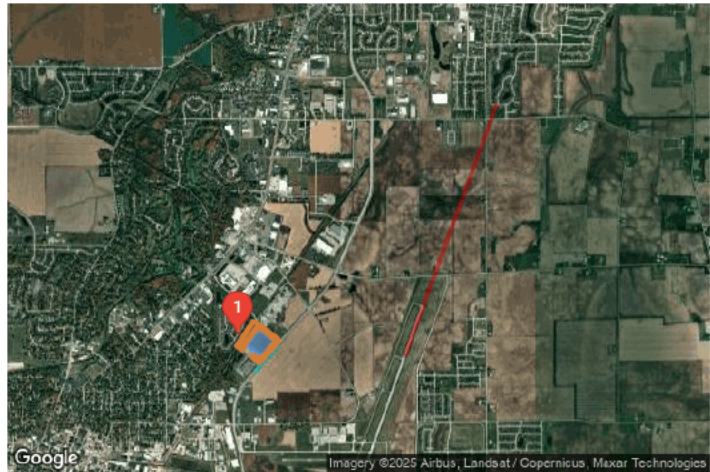
Ocular transmission coefficient 0.5

Pupil diameter 0.002 m

Eye focal length 0.017 m

Sun subtended angle 9.3 mrad

PV analysis methodology V2



Summary of Results No glare predicted

PV Array	Tilt	Orient	Annual Green Glare		Annual Yellow Glare		Energy
	°	°	min	hr	min	hr	kWh
PV array 1	12.0	180.0	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1	0	0.0	0	0.0
FP 1	0	0.0	0	0.0
OP 1	0	0.0	0	0.0

Component Data

PV Arrays

Name: PV array 1

Axis tracking: Fixed (no rotation)

Tilt: 12.0°

Orientation: 180.0°

Rated power: -

Panel material: Smooth glass without AR coating

Reflectivity: Vary with sun

Slope error: correlate with material



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.943431	-88.722257	894.97	0.00	894.97
2	41.942018	-88.719832	892.35	0.00	892.35
3	41.940358	-88.721688	902.35	0.00	902.35
4	41.941508	-88.723973	896.09	0.00	896.09

Route Receptors

Name: Route 1

Path type: Two-way

Azimuthal view angle: 50.0°

Downward view angle: 90.0°



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
1	41.938820	-88.722606	899.54	0.00	899.54
2	41.940683	-88.720422	900.92	0.00	900.92
3	41.941517	-88.719484	896.79	0.00	896.79

Flight Path Receptors

Name: FP 1

Description:

Threshold height: 50 ft

Direction: 200.0°

Glide slope: 3.0°

Pilot view restricted? Yes

Vertical view: 30.0°

Azimuthal view: 50.0°



Point	Latitude (°)	Longitude (°)	Ground elevation (ft)	Height above ground (ft)	Total elevation (ft)
Threshold	41.940458	-88.700741	900.55	50.00	950.55
Two-mile	41.967630	-88.687444	871.45	632.53	1503.97

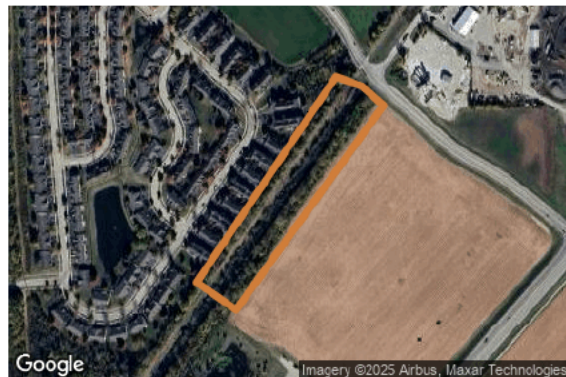
Discrete Observation Point Receptors

Name	ID	Latitude (°)	Longitude (°)	Elevation (ft)	Height (ft)
OP 1	1	41.942578	-88.725299	883.66	6.00

Obstruction Components

Name: Obstruction 1

Top height: 65.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.943973	-88.722589	890.27
2	41.943726	-88.722214	889.90
3	41.941117	-88.724746	893.82
4	41.941468	-88.725422	883.24
5	41.944093	-88.723029	890.86
6	41.943973	-88.722589	890.27

Name: Obstruction 2
Top height: 20.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.942114	-88.719370	889.97
2	41.941978	-88.719523	891.79
3	41.943627	-88.722282	894.05
4	41.943749	-88.722190	889.34
5	41.942114	-88.719370	889.97

Name: Obstruction 3
Top height: 20.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.939637	-88.722135	897.29
2	41.941960	-88.719351	890.71
3	41.942079	-88.719537	891.52
4	41.939708	-88.722267	899.36
5	41.939637	-88.722135	897.29

Name: Obstruction 4

Top height: 20.0 ft



Vertex	Latitude (°)	Longitude (°)	Ground elevation (ft)
1	41.939902	-88.722102	901.44
2	41.940373	-88.722934	902.45
3	41.940222	-88.723041	902.31
4	41.939703	-88.722226	899.10
5	41.939902	-88.722102	901.44

Glare Analysis Results

Summary of Results No glare predicted

PV Array	Tilt °	Orient °	Annual Green Glare		Annual Yellow Glare		Energy kWh
			min	hr	min	hr	
PV array 1	12.0	180.0	0	0.0	0	0.0	-

Total glare received by each receptor; may include duplicate times of glare from multiple reflective surfaces.

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1	0	0.0	0	0.0
FP 1	0	0.0	0	0.0
OP 1	0	0.0	0	0.0

PV: PV array 1 no glare found

Receptor results ordered by category of glare

Receptor	Annual Green Glare		Annual Yellow Glare	
	min	hr	min	hr
Route 1	0	0.0	0	0.0
FP 1	0	0.0	0	0.0
OP 1	0	0.0	0	0.0

PV array 1 and Route: Route 1

No glare found

PV array 1 and FP: FP 1

No glare found

PV array 1 and OP 1

No glare found

Assumptions

"Green" glare is glare with low potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

"Yellow" glare is glare with potential to cause an after-image (flash blindness) when observed prior to a typical blink response time.

Times associated with glare are denoted in Standard time. For Daylight Savings, add one hour.

The algorithm does not rigorously represent the detailed geometry of a system; detailed features such as gaps between modules, variable height of the PV array, and support structures may impact actual glare results. However, we have validated our models against several systems, including a PV array causing glare to the air-traffic control tower at Manchester-Boston Regional Airport and several sites in Albuquerque, and the tool accurately predicted the occurrence and intensity of glare at different times and days of the year.

Several V1 calculations utilize the PV array centroid, rather than the actual glare spot location, due to algorithm limitations. This may affect results for large PV footprints. Additional analyses of array sub-sections can provide additional information on expected glare. This primarily affects V1 analyses of path receptors.

Random number computations are utilized by various steps of the annual hazard analysis algorithm. Predicted minutes of glare can vary between runs as a result. This limitation primarily affects analyses of Observation Point receptors, including ATCTs. Note that the SGHAT/ ForgeSolar methodology has always relied on an analytical, qualitative approach to accurately determine the overall hazard (i.e. green vs. yellow) of expected glare on an annual basis.

The analysis does not automatically consider obstacles (either man-made or natural) between the observation points and the prescribed solar installation that may obstruct observed glare, such as trees, hills, buildings, etc.

The subtended source angle (glare spot size) is constrained by the PV array footprint size. Partitioning large arrays into smaller sections will reduce the maximum potential subtended angle, potentially impacting results if actual glare spots are larger than the sub-array size. Additional analyses of the combined area of adjacent sub-arrays can provide more information on potential glare hazards. (See previous point on related limitations.)

The variable direct normal irradiance (DNI) feature (if selected) scales the user-prescribed peak DNI using a typical clear-day irradiance profile. This profile has a lower DNI in the mornings and evenings and a maximum at solar noon. The scaling uses a clear-day irradiance profile based on a normalized time relative to sunrise, solar noon, and sunset, which are prescribed by a sun-position algorithm and the latitude and longitude obtained from Google maps. The actual DNI on any given day can be affected by cloud cover, atmospheric attenuation, and other environmental factors.

The ocular hazard predicted by the tool depends on a number of environmental, optical, and human factors, which can be uncertain. We provide input fields and typical ranges of values for these factors so that the user can vary these parameters to see if they have an impact on the results. The speed of SGHAT allows expedited sensitivity and parametric analyses.

The system output calculation is a DNI-based approximation that assumes clear, sunny skies year-round. It should not be used in place of more rigorous modeling methods.

Hazard zone boundaries shown in the Glare Hazard plot are an approximation and visual aid based on aggregated research data. Actual ocular impact outcomes encompass a continuous, not discrete, spectrum.

Glare locations displayed on receptor plots are approximate. Actual glare-spot locations may differ.

Refer to the Help page at www.forgesolar.com/help/ for assumptions and limitations not listed here.

Default glare analysis parameters and observer eye characteristics (for reference only):

- Analysis time interval: 1 minute
- Ocular transmission coefficient: 0.5
- Pupil diameter: 0.002 meters
- Eye focal length: 0.017 meters
- Sun subtended angle: 9.3 milliradians

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Date

7/10/25

Page 3

ATTACHMENT B.

Noise Analysis

To address the Planning Commission's request for documentation related to noise, we are providing a sound study from a similar 4MW ground-mounted solar array. While this study is not from the exact proposed site, the layout, equipment type, and system size are comparable, and it provides a representative understanding of the expected sound levels.

According to the attached study, sound levels fall well below typical municipal noise thresholds at the property lines and diminish significantly with distance. No significant noise impacts are anticipated with the proposed system.

We are including this report for reference to demonstrate expected sound performance for a facility of this type and scale.

BTB Energies
26413 W. South St.
Ingleside, IL 60041

December 19, 2022

Attn: Mr. Tony Grilo

Re: Oaks Road Solar Farm Noise Study
Urbana, IL

Dear Mr. Grilo:

The purpose of this report is to evaluate the noise impact of a proposed solar farm located at approximately 3398 W Oaks Road in Urbana, IL based on sound level measurements conducted on site and analysis of the data.

The solar farm will occupy roughly 440,000 sqft on the site which is located approximately 200 feet south of a residential property (the house is approximately 700 feet from the noise generating equipment). There will be a data center located in the middle of the southern portion of the lot as well as a dry cooler to the north of the data center and two banks of inverters, one to the west and one to the east of the storage building. The expected noise from the site will be from the dry cooler and the inverter banks.

To evaluate the noise impact of the solar farm, we conducted a sound survey on the site to establish existing sound levels. We then created an acoustic model to predict the solar farm's sound levels at the nearby residential properties based on sound emanating from the equipment.

Criteria

The city of Urbana does not have a noise ordinance with numeric limits, but defers to state regulations. Our analysis and recommendations will be based on meeting the Illinois Pollution Control Board (IPCB) Noise Regulations for sound emitting from Class C land to Class A land during evening hours (10pm to 7am), which are the most stringent.

As part of our evaluation, we used data from the sound study to compare against the IPCB noise regulations to set a design goal for octave band sound levels. The design goal is set as the IPCB noise regulations or ambient sound levels, whichever is higher. The octave band levels of the noise regulations, ambient sound levels, and design goal are shown in Table 2 below.

Sound Survey

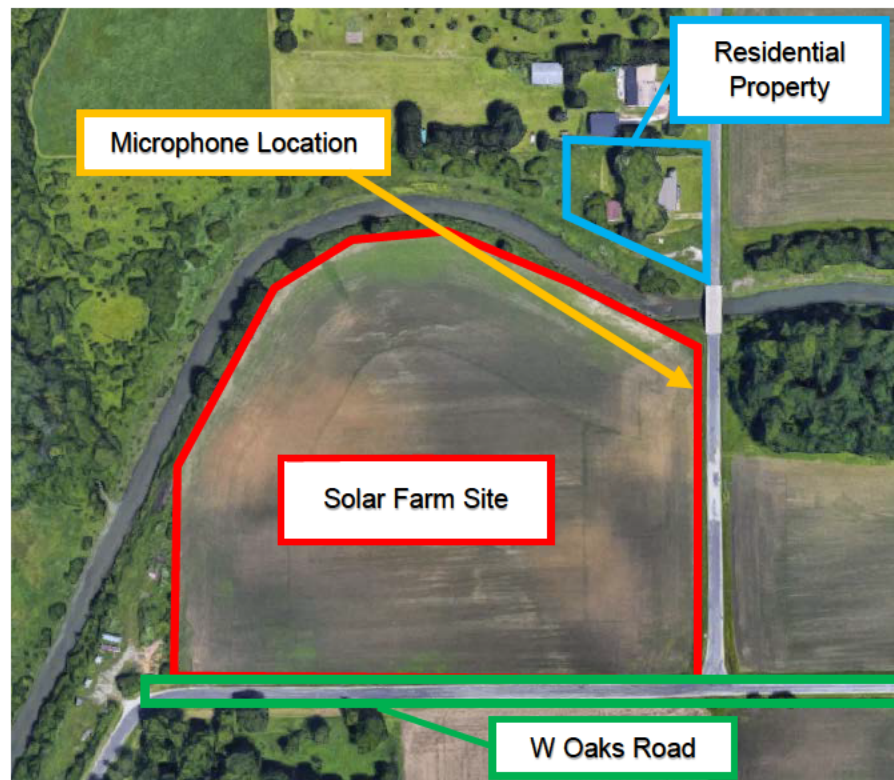
Long term acoustical measurements were conducted at the northeast corner of the property at approximately 3509 Squire Farm Road. The measurements ran from the afternoon of Monday 12/12/22 to the morning of Thursday 12/15/22. An aerial photograph showing the approximate location of the sound level meter is shown in Figure 1.

The following instrumentation was used:

- Norsonic 140 sound analyzer
- Norsonic Nor 1209 preamplifier
- Norsonic Nor 1225 ½" condenser microphone
- Norsonic 1251 sound calibrator
- Microphone extension cable
- Microphone windscreen
- Tripod

The exterior microphone and preamplifier were connected to the analyzer. The microphone was protected with a windscreen and attached to the tripod, which was secured to a utility pole. The analyzer and battery were contained in a weathertight case. The sound level meter was calibrated before and after the measurements.

Figure 1
Aerial Photo Showing Microphone Location, W Oaks Road,
The Solar Farm Site, and nearby Residential Property



The analyzer measured A-weighted and one-third octave band sound pressure levels. Data were sampled continuously. The L_{eq} (time-average) spectrum and other statistics were stored for each hour and one-minute intervals. We used the data to calculate the average sound level (L_{eq}) for the entire measurement as well as for daytime (7:00 a.m. to 10:00 p.m.) and nighttime (10:00 p.m. to 7:00 a.m.) hours. The average sound level for the whole measurement period was 65 dBA. The day/night sound level results are summarized in Table 1 below.

The primary source contributing to the measured sound levels at the site was traffic from W Oaks Road and Squire Farm Road. A graph of the sound pressure levels over the duration of the study is shown in Figure 2.

Table 1
Results of December 12-15, 2022 Acoustical Study
Day/Night Average Sound Levels, dB re 20 μ Pa, A-weighted

Date	Day	Daytime L _{eq} , dBA	Nighttime L _{eq} , dBA
12/12/22*	Mon	52	
12/12/22 – 12/13/22	Mon – Tue		46
12/13/22	Tue	62	
12/13/22 – 12/14/22	Tue – Wed		67**
12/14/22	Wed	67**	
12/14/22 – 12/15/22	Wed – Thur		68**
12/15/22*	Thur	56	

*Measurements did not include the full extent of "daytime" hours.

** Elevated sound levels due to rain and high winds

Figure 2
Measured Sound Levels (Leq) during
Measurement Period of 12/12/22 – 12/15/22

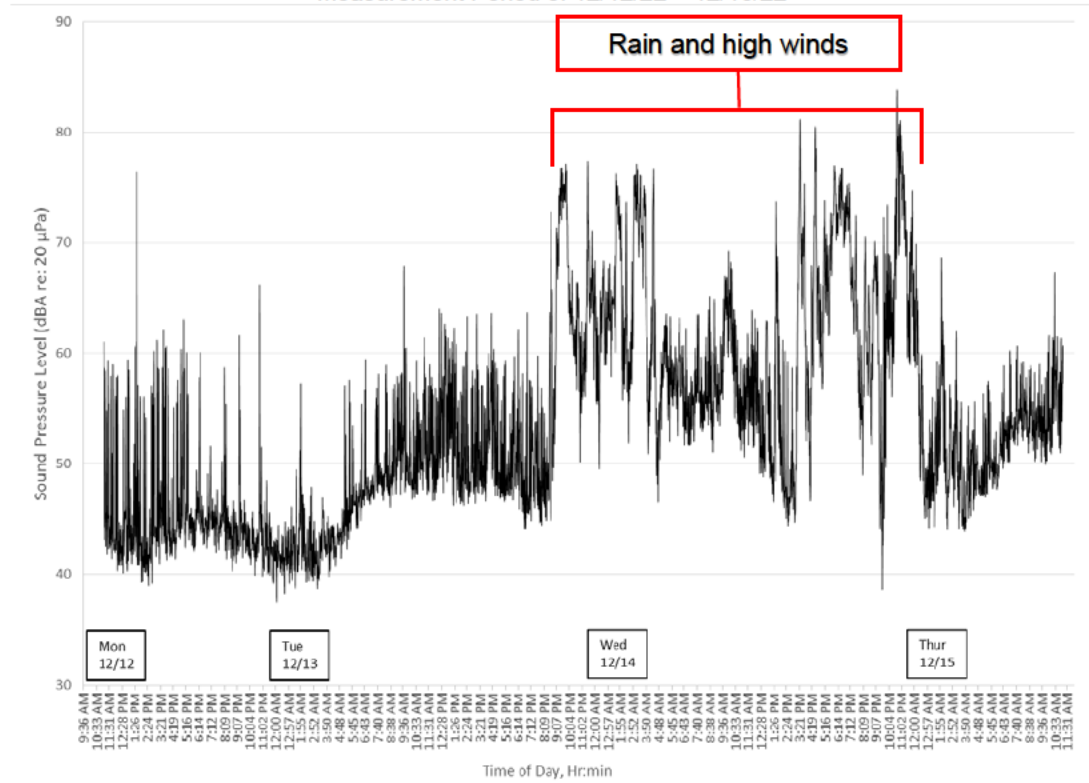


Table 2
 IPCB Noise Regulations, Measured Ambient Sound Pressure Levels, and
 Sound Level Design Goal, dB re 20 μ Pa

	31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	dBA
IPCB Nighttime Class C to Class A Land	69	67	62	54	47	41	36	32	32	51
Site Ambient	56	55	53	47	44	42	32	17	16	46
Design Goal	69	67	62	54	47	42	36	32	32	51

The nighttime measurement period of 12/12/22 – 12/13/22 was used for the site ambient levels in Table 2 because they were the lowest measured nighttime sound levels.

Modeling

We used CadnaA from DataKustik GmbH for our acoustic model. CadnaA is industry-accepted software used to calculate sound levels of multiple sources and propagation paths at multiple receiver points. The software considers the factors that influence sound propagation, such as distance, shielding by buildings, ground effect and atmospheric absorption, and source directivity.

The manufacturer of the proposed equipment was not able to provide octave band sound level data for their dry cooler. They were only able to provide an overall sound pressure level of 74 dBA when measured at 1 meter from the equipment while it was running at full speed. To evaluate octave band sound levels in our model for the dry cooler, we extrapolated the sound spectra from data that we had for a comparable piece of equipment.

Figure 3 presents sound level contours superimposed on an aerial photograph of the site. The graphics show the predicted sound levels of the equipment of the solar farm. Sound levels at the residential property line, at 5 feet above ground level are shown. The predicted sound levels at the residential properties are also summarized in Table 3 below.

Figure 3
 CadnaA Model Aerial View of Oaks Road Solar Farm

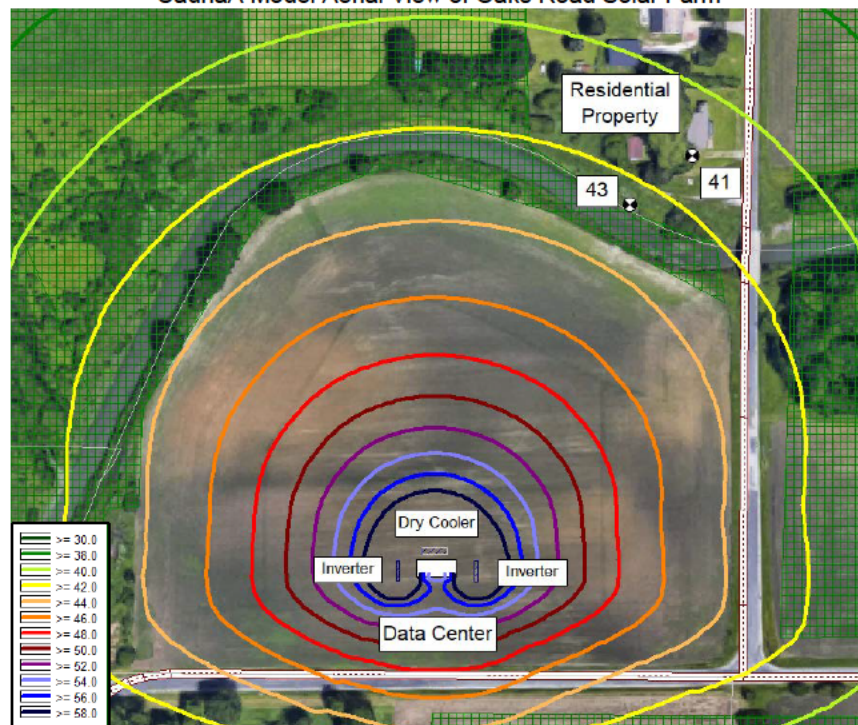


Table 3
Design Goal and Calculated Sound Levels at Adjacent Residential Property
From Solar Farm Noise Sources, dB re 20μPa

	31.5 Hz	63 Hz	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	8000 Hz	dBA
IPCB Nighttime Class C to Class A Land	69	67	62	54	47	41	36	32	32	51
Design Goal	69	67	62	45	47	42	36	32	32	51
Calculated Adjacent Residential Property Line	34	46	51	37	37	38	34	28	7	42

Comments and Recommendations

Based on our model and calculations, the proposed solar farm would be expected to meet IPCB noise regulations at the nearby residential property.

Note that if the dry cooler location is changed and the equipment is located closer to the residential property, the solar farm may no longer meet the noise ordinance.

If you have questions concerning this report, please do not hesitate to contact us.

Respectfully submitted,

Shiner Acoustics, LLC



Ryan M Garner
RMG:

Date

7/10/25

Page 4

ATTACHMENT C.

Ownership and Equipment Lifespan

The project site is privately owned, and the land has been purchased outright by the developer for the purpose of constructing and operating the solar facility. A redacted copy of the executed purchase agreement is included with this submittal as documentation of site control.

Regarding equipment longevity, we have also included the specification sheet for the Jinko 585 solar modules, which outlines expected performance over time. These modules typically have a warranty of 25 to 30 years and are designed to maintain efficient energy production for decades with minimal degradation.

Additionally, we've attached technical specifications for the battery storage containers, which provide details on design life, safety features, and operating parameters. These materials collectively demonstrate the long-term viability and ownership structure of the proposed project.

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT, made and entered into this 8th day of FEBRUARY, 2023, by and between Curran Contracting Co. and Stahl Construction Company, collectively referred to as Seller, and Anthony Donato, Buyer or their nominee, as Buyer.


WITNESSETH:

1. That if the Buyer shall first make the payments and perform the covenants hereinafter mentioned to be made and performed, Seller agrees to convey and assure to Buyer (or nominee) merchantable title, in fee simple, free of encumbrances (except as hereinafter provided) by good and sufficient Warranty Deed, the approximately 30 acres off North Peace Road & Greenwood Acres Drive in DeKalb, Illinois (premises) described as:

PIN: part of 08-13-400-017; part of 08-13-200-027; and part of 08-13-400-018 (with respect to all three parcels, the portion of each such parcel located south of Greenwood Acres Dr. and west of N. Peace Rd.)

SEE "EXHIBIT A" attached hereto and incorporated herein.

Subject to real estate taxes for the year 2022 and subsequent years; covenants, conditions, restrictions and easements of record; all applicable zoning laws and ordinances.



2. Real estate taxes for 2022 payable in 2023 shall be Seller's expense all subsequent real estate taxes shall be the responsibility of Buyer. Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith. Such credits shall be calculated based upon the most current tax information available, including confirmed multipliers. All expenses are subject to proration as of the closing date.

3. Possession of said premises shall be delivered to Buyer at the time of closing, which shall occur at such date and time on or before **30 days after the due diligence period** as the parties shall mutually agree. The due diligence period shall last **180 days** from the execution of this Contract; provided however, that Seller and Buyer may by mutual written agreement extend the due diligence period for two potential extension terms, each extension term being 90 additional days.. For each term due diligence is extended, Buyer shall deposit with Buyer's Attorney additional earnest money in the amount of FIVE THOUSAND DOLLARS and NO/100 (\$5,000.00) ("Additional Earnest Money" and together with Initial Earnest Money, "Earnest Money") per extension.

4. Seller Warranties. Seller hereby represents and warrants as follows, all of which are true and correct as of the date of this Contract, and also will be true and correct as of the closing date.

(a) Seller owns good and marketable fee simple title in the premises and has full right, title, authority and capacity to execute and to perform this Contract and to convey title to the premises, subject to the permitted exceptions herein.

(b) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code, and no portion of the purchase price is required to be withheld by Buyer pursuant to Section 1445 of such Code and the regulations promulgated thereunder.

(c) Seller represents and warrants that there are no contracts or agreements related to the use, ownership or operation of the premises which would be binding upon Buyer on and after the closing.

(d) To Seller's knowledge, the premises is not located in a flood plain and there are no condemnations, assessments, suits, judicial or administrative actions or proceedings affecting, pending, or threatened against the premises.

(e) To Seller's knowledge, during the period of Seller's ownership or control over the premises there has not been any, and Seller has no knowledge of and no reason to suspect there has been any, underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the premises (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions.

(f) Neither Seller nor any authorized agent or representative of Seller has received any notice from any municipal, county or other governmental body or authority of any proposed change in the zoning of the premises or in the assessed valuation of the premises for property tax purposes.

(g) Seller shall deliver the premises to Buyer in substantially the same condition on the date of closing as the premises were on the date of this Contract, other than regular farming activities.

(h) Seller shall retain all rights and interest in the 2022 and 2023 Crops, including the exclusive right to harvest and sell the crop. Buyer shall have no interest in said crop and shall take no actions that interfere with Seller's right to the crops or acres to the land for the purpose of care or harvest of the crops. Seller shall retain access to the property for the purposes of planting, maintaining, and harvesting any crops until crop season is complete. If Buyer's entry to inspection causes damage to standing crops, Buyer shall reimburse actual losses to standing crop, prior to harvest if sustained by Seller or Seller's tenant limited to SEVEN HUNDRED FIFTY DOLLARS (\$750.00)per acre. This provision shall survive closing and delivery of the deeds.

(i) This Section 4 shall survive the closing and shall not be merged with any deed.

5. In the event of the failure of Buyer or Seller to make any of the payments or perform any of the covenants or agreements herein provided for after such payment be due or after the time such act should be performed, the non-defaulting party may serve written notice of default upon the other party and if such default is not corrected within ten (10) days thereafter, this Contract shall terminate unless the default is waived by the party claiming the default. The escrow agent, upon receiving an affidavit from the non-defaulting Party stating that this Contract has been terminated as provided herein, and in the absence of a counter-affidavit from the other party hereto, shall, if directed to do so by the non-defaulting party, deliver any earnest money deposited to the non-defaulting party. Default by either party to this Contract shall entitle the non-defaulting party to damages, reasonable costs and attorneys' fees and expenses incurred in connection with judicial enforcement of this Contract. However, in no event shall either party be liable to the other for consequential damages, and the parties hereby waive as to each other all claims for consequential damages. The foregoing remedies in the event of default are not intended to be exclusive and the parties shall have the right to all other lawful remedies including the right to seek specific performance of this Contract. Notwithstanding the foregoing or any other provision of this Contract to the contrary, in the event Seller terminates this Contract based on a default by Buyer that has not been cured, Seller acknowledges that retention of the earnest money as liquidated damages shall be Seller's sole and exclusive remedy, and the parties agree that: actual damages due to Buyer's default hereunder would be difficult to ascertain; such amount is not a penalty but is fair and reasonable in light of all relevant circumstances; and such liquidated damage amount is not disproportionate to the damages that would be suffered and costs that would be incurred by seller as a result of having withdrawn the premises from the market.

6. At the time of closing and after the transaction has closed, the parties agree that Seller shall pay a 1% real estate commission to Abe Lincoln Realty. Apart from this payment, Seller has no obligation under this Contract to make any other commission payment to any third party.

7. The parties agree that Buyer shall obtain and pay for a boundary survey.

8. The parties agree that this Contract is contingent upon Buyer obtaining a mortgage commitment for 80 % loan-to-value, at an initial interest rate not greater than 7.5%, for an amortization term of any length.

9. The parties agree that this Contract is contingent upon an appraisal. If the appraisal value is less than \$1,200,000.00, Buyer may terminate this contract by written notice of termination along with a copy of the appraisal which shall be delivered to the Seller within five (5) days of obtaining the appraisal.

10. Contingent upon successful closing, the Buyer hereby grants to Seller a right of first refusal limited to excavation and paving work the Buyer may seek during the development of the premises. The Buyer must adhere to the following terms of the right of first refusal:

- a) If Buyer receives from some third party a bona fide offer for excavation or paving work acceptable to Buyer for the development of the premises, Buyer shall disclose the terms of such offer to Seller, in writing, within three (3) days following receipt of the offer by Buyer.
- b) Seller shall have three (3) days after receiving notice of the terms of the offer within which to elect to perform the excavation and paving work at the same price as the bona fide offer together with the completion date and under the terms mutually agreeable to Seller and Buyer. Such election shall be made by written notice to Buyer at the address set forth above.
- c) If Seller fails to give a notice responding to the bona fide offer as provided in Paragraph 12(b) or if Seller and Buyer are unable to mutually agree to terms, this right of first refusal shall terminate and Buyer shall be relieved of all liability to Seller hereunder and may elect to seek the third party to perform the excavation and paving work under the same terms and conditions as the original offer and at least at the same price. This right of first refusal shall be included in any subsequent sale, transfer, or assignment of ownership of the premises, provided that this right of first refusal shall not apply in the event of a bona fide sale of the premises by Buyer to an unrelated third party. For purposes of this Section 10(c), an unrelated third party means any person or entity that deals at arm's length with Buyer and is not (i) a member of Buyer's family, or (ii) a legal entity in which Buyer has a direct, indirect, beneficial, or constructive ownership interest.

11. Notices. All notices, consents, or other communications herein required or which either party desires to give to the other shall be in writing and shall be sent by certified or registered mail, return receipt requested, with postage prepaid, or recognized commercial carrier which maintains evidence of delivery, and shall be deemed delivered upon written confirmation of delivery, or otherwise when actually delivered. The addresses for notices are as follows:

If to Seller:	Curran Contracting Co. 286 Memorial Ct Crystal Lake, IL 60014 & Stahl Construction Company 2220 County Farm Road DeKalb, Illinois 60115
With Copy To:	Greg Preves Curran Group, Inc. 286 Memorial Ct. Crystal Lake, IL 60014
If to Buyer:	Anthony Donato 707 Osterman Ave – Unit 1546 Deerfield, IL 60015
With Copy To:	Kyle J. Emkes, Attorney at Law Maatuka Al-Heeti Emkes LLC 2101 Windsor Pl. Suite B. Champaign, IL 61820 (217) 356-9500 kyle@maelaw.net

Copies of all notices or communications to the parties shall be simultaneously given in the same manner to the respective legal counsel of the parties as set forth above.

By its signature below, Buyer understands and acknowledges that the premises are located within 100 feet of an active asphalt plant, and that such plant may (i) operate 24 hours per day, 7 days per week; (ii) have significant truck traffic entering and exiting the premises, and (iii) emit noise, odor, and dust on a routine and regular basis. Buyer hereby waives all claims against Seller arising out of or in connection with the operations of such asphalt plant.

12. This Contract contains the entire agreement between the parties and no oral representations, warranties or covenants exist other than those specifically herein set forth. This Contract shall not be modified, altered or amended, except by written instrument executed by the parties hereto. This Contract may be executed in counterparts, which taken together, shall constitute one agreement. Signatures via facsimile or scan shall be treated as original.

13. Time of performance shall be of the essence of this Contract and shall conditions thereof, and the same shall be binding upon the heirs, representatives and assigns of the respective parties and shall apply to each and all of the parties regardless of the use of the singular term. The parties shall mutually cooperate to fulfill their respective obligations under this Contract.

IN WITNESS THEREOF the parties to these presents have hereunto set their hands and seals the day and year first above written.

SELLER: Curran Contracting Co.

By: 

SELLER: Stahl Construction Company

By: 

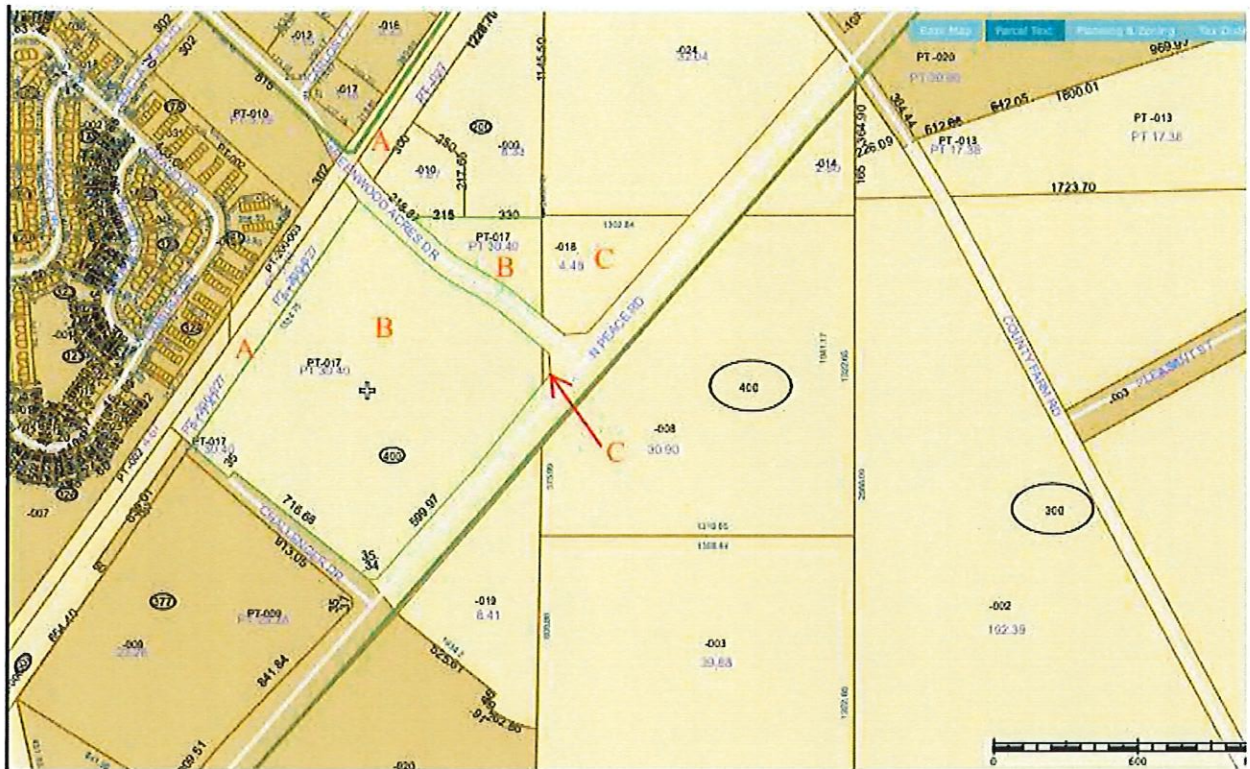
BUYER: 

Anthony Donato, or their nominee

PREPARED BY:

MAATUKA AL-HEETI EMKES LLC
Attorneys at Law
2101 Windsor Place
Champaign, IL 61820
Phone: (217) 356-9500 OR (217) 337-0700
Fax: (217) 355-1358 OR (217) 337-0707

EXHIBIT A
LEGAL DESCRIPTION TO COME





THE MOST DEPENDABLE SOLAR PRODUCT

EAGLE® G6B

570-590 WATT • N-TYPE BIFACIAL

Positive power tolerance of 0~+3%

- NYSE-listed since 2010, Bloomberg Tier 1 manufacturer
- Top performance in the strictest 3rd party labs
- Automated manufacturing utilizing artificial intelligence
- Vertically integrated, tight controls on quality
- Premium solar factories in USA and Vietnam

KEY FEATURES



N-Type Technology

N-type cells offer Jinko's in-house TOPCon technology with better performance and improved reliability.



Multi Busbar Half Cell Technology

Better light trapping and current collection to improve module power output and reliability.



Bifacial Power Gain

N-Type architecture increases bifaciality for higher backside bonus and better lifetime yield.



Low Temperature Coefficient

Best in class temperature coefficient for highest lifetime energy yield in all climates.



Industrial Grade Construction

Fire Type 29 with optimized dual-glass construction and thick frame for highest mechanical load resistance.



Shade Tolerant

Twin array design allows continued performance even with shading by trees or debris.



Protected Against All Environments

Certified to withstand humidity, heat, rain, marine environments, wind, hailstorms, and packed snow.



Warranty

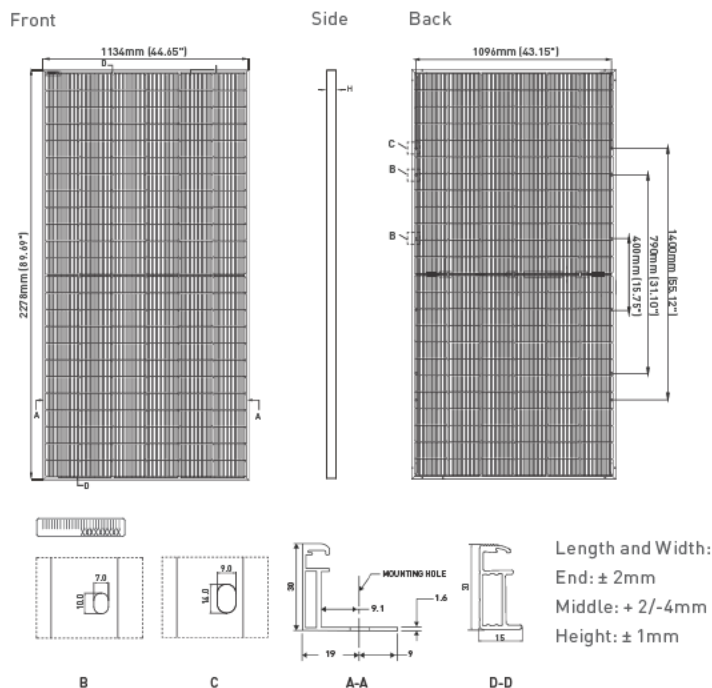
12-year product and 30-year linear power warranty.

- ISO9001:2015 Quality Standards
- ISO14001:2015 Environmental Standards
- IEC61215, IEC61730 certified products

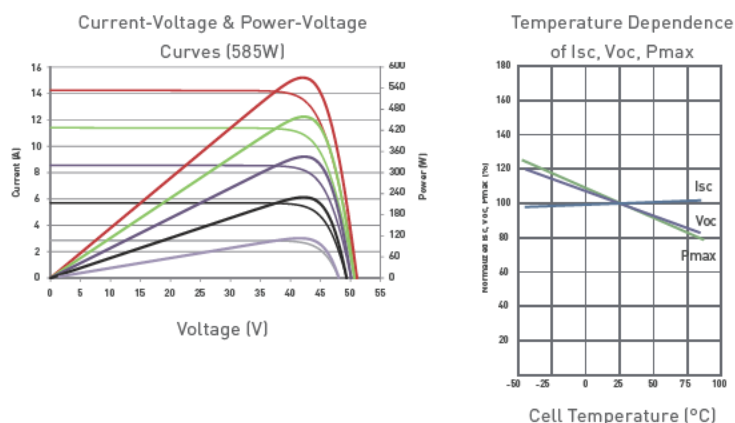
- ISO45001:2018 Occupational Health & Safety Standards
- UL61730 certified products



ENGINEERING DRAWINGS



ELECTRICAL PERFORMANCE & TEMPERATURE DEPENDENCE



ELECTRICAL CHARACTERISTICS

Module Type	JKM570N-72HL4-BDV		JKM575N-72HL4-BDV		JKM580N-72HL4-BDV		JKM585N-72HL4-BDV		JKM590N-72HL4-BDV	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (P_{max})	570Wp	430Wp	575Wp	433Wp	580Wp	437Wp	585Wp	441Wp	590Wp	445Wp
Maximum Power Voltage (V_{mp})	43.58V	40.56V	43.73V	40.73V	43.88V	40.89V	44.02V	41.05V	44.17V	41.21V
Maximum Power Current (I_{mp})	13.08A	10.59A	13.15A	10.64A	13.22A	10.69A	13.29A	10.74A	13.36A	10.79A
Open-circuit Voltage (V_{oc})	52.10V	49.49V	52.30V	49.68V	52.50V	49.87V	52.70V	50.06V	52.90V	50.25V
Short-circuit Current (I_{sc})	13.83A	11.16A	13.89A	11.21A	13.95A	11.26A	14.01A	11.31A	14.07A	11.36A
Module Efficiency STC (%)	22.07%		22.26%		22.45%		22.65%		22.84%	

*STC: ☀ Irradiance 1000W/m²
NOCT: ☀ Irradiance 800W/m²

🌡 Cell Temperature 25°C
🌡 Ambient Temperature 20°C

☁ AM = 1.5
☁ AM = 1.5
🌀 Wind Speed 1m/s

*Power measurement tolerance: $\pm 3\%$

The company reserves the final right for explanation on any of the information presented hereby. JKM570-590N-72HL4-BDV-F30-F2-US

BUILDING YOUR TRUST IN SOLAR. WWW.JINKOSOLAR.US

Solar
JinKO

MECHANICAL CHARACTERISTICS

No. of Half Cells	144 (2 x 72)
Dimensions	2278 x 1134 x 30mm (89.69 x 44.65 x 1.18in)
Weight	31kg (68.34lbs)
Front Glass	2.0mm, Anti-Reflection Coating
Back Glass	2.0mm, Heat Strengthened Glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68 Rated
Output Cables	12 AWG, 1400mm (55.12in)
Fire Type	Type 29
Pressure Rating	5400Pa (Snow) & 2400Pa (Wind)
Hailstone Test	45mm Hailstone at 30.7m/s

TEMPERATURE CHARACTERISTICS

Temperature Coefficients of P_{max}	-0.29%/°C
Temperature Coefficients of V_{oc}	-0.25%/°C
Temperature Coefficients of I_{sc}	0.045%/°C
Nominal Operating Cell Temperature (NOCT)	45 \pm 2°C
Bifacial Factor	80 \pm 5%

MAXIMUM RATINGS

Operating Temperature (°C)	-40°C~+85°C
Maximum System Voltage	1500VDC
Maximum Series Fuse Rating	30A

PACKAGING CONFIGURATION

[Two pallets = One stack]
36pcs/pallet 72pcs/stack, 576pcs/40 HQ Container

BIFACIAL OUTPUT-REAR SIDE POWER GAIN

5%	Maximum Power (P_{max})	598Wp	604Wp	609Wp	614Wp	620Wp
	Module Efficiency (%)	23.17%	23.37%	23.57%	23.78%	23.98%
15%	Maximum Power (P_{max})	656Wp	661Wp	667Wp	672Wp	679Wp
	Module Efficiency (%)	25.38%	25.60%	25.82%	26.05%	26.27%
25%	Maximum Power (P_{max})	713Wp	719Wp	725Wp	731Wp	738Wp
	Module Efficiency (%)	27.59%	27.83%	28.06%	28.31%	28.55%

WARRANTY

12-year product and 30-year linear power warranty

1st year degradation not to exceed 1%, each subsequent year not to exceed 0.4%, minimum power at year 30 is 87.4% or greater.

EAGLE[®] DCB-5000

DC BLOCK FOR UTILITY, COMMERCIAL, AND INDUSTRIAL APPLICATIONS

The EAGLE[®] DCB-5000 is a high energy density DC battery block with best-in-class safety, reliability, and performance, designed and manufactured by JinkoSolar, one of the industry's most bankable brands.



Intelligent Liquid Cooling



Non-uniform refined flow channels, with a temperature difference $\leq 2^{\circ}\text{C}$



Multiple liquid cooling control modes, reducing system auxiliary power consumption by 20%

Safe and Reliable



Five-level protection from cell to system to prevent thermal runaway



Mixed explosion-proof system with integrated gas and water fire suppression

Higher Efficiency



Rack-level management scheme, RTE increased by more than 2%



Compatible with active equalization technology, enhancing the consistency of cell operation within the Rack

Intelligent Operation and Maintenance



Intelligent control management, efficient commissioning, and reduced operational and maintenance costs



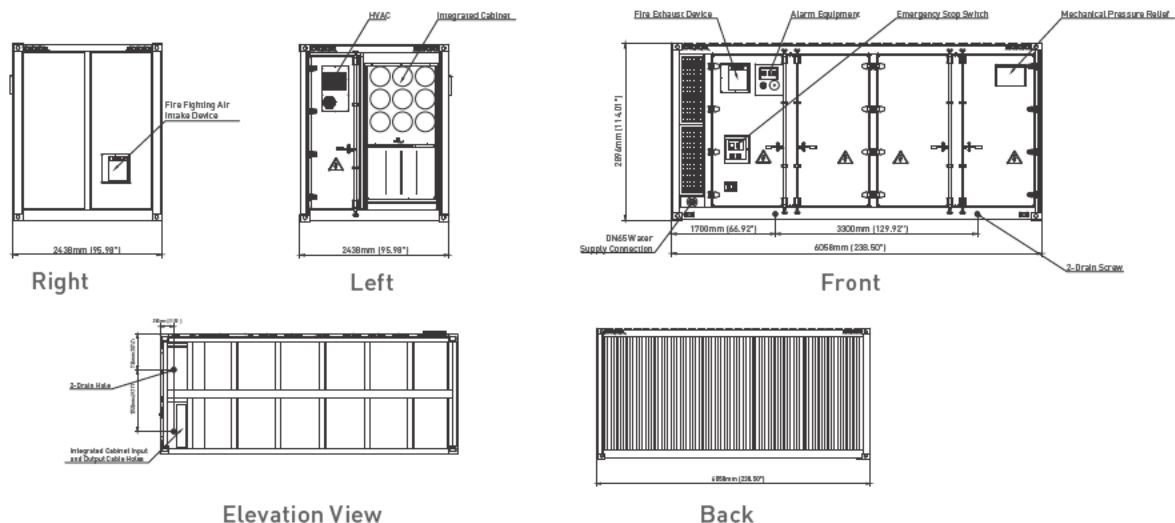
Supports back-to-back and side-by-side placement to increase energy density at the site



EAGLE® DCB-5000 DC BLOCK FOR UTILITY, COMMERCIAL, AND INDUSTRIAL APPLICATIONS



ENGINEERING DRAWINGS



SYSTEM SPECIFICATIONS

MODEL NUMBER	JKS-U-D5-US5000
Type of Cell	314 Ah, Lithium Iron Phosphate (LFP)
Seismic Parameter	IBC Zone 4
Charge/Discharge Rate	0.25C - 0.5C
Configuration of System	1P416S × 12
Rated Capacity	5.01MWh
Rated Voltage	1331.2V
Voltage Range	1164.8 - 1497.6V
Cooling Method	Liquid Cooling
Operating Temperature	-30 to 50 °C
Environmental Humidity	≤95%RH, Non Condensation
Altitude	≤3000m, derating above 2000m
Noise Level	<80dBA, @1m/ 75dB(optional)
Enclosure IP Rating	1P55
Storage Temperature	-20 to 45°C
Corrosion Resistance	C4/C5 (optional)
Fire Protection	Temperature Sensor + Smoke Detector + Combustible Gas Detector + Deflagration Venting + Fire Extinguishing Gas + Water Sprinkler
External Communication Interface	Ethernet/CAN/RS485
Dimensions (L×W×H)	6058 × 2438 × 2896mm [238.50 × 95.98 × 114.02in]
Weight	42000kg

The company reserves the final right for explanation on any of the information presented hereby. JKS-U-D5-US5000

Date

7/10/25

Page 5

ATTACHMENT D.

Proposed Water Service and Usage

With the development plan to include two 6,000 sq. ft. buildings, each building is proposed as of now, to be connected to the water system via a 2-inch service line, with a dedicated water meter for individual tracking. A tapping sleeve and saddle are proposed for connection to the existing water main.

The anticipated water demand for each building is expected to be minimal, limited to essential plumbing fixtures such as restrooms and a breakroom sink. Based on this limited use, the estimated water consumption is approximately 75-100 gallons per day per building. Actual usage may vary depending on future tenant operations, though no water-intensive uses are anticipated.

Date

7/10/25

Page 6

ATTACHMENT E.

Decommissioning Plan

A draft decommissioning and site reclamation plan has been prepared and is included with this submittal for the Plan Commission's review. This preliminary plan outlines the steps that will be taken to safely remove all solar facility components and restore the site to a condition suitable for future use. The engineer's cost estimate will be incorporated into the final decommissioning plan to ensure accurate and well-supported financial assurance for the removal and reclamation process. The final version will reflect any updates based on input from the Commission and permitting authorities.



Decommissioning & Site Reclamation Plan

1199 N Peace Rd. DeKalb, IL 60115

4MW Ground Mounted Solar System

PIN: 08-134-000-17



Introduction

Donato Solar – DeKalb LLC (“Owner”) proposes to develop a solar photo-voltaic (PV) facility the (“Project”) with a maximum nameplate capacity of four megawatts alternating current (4MW AC). The Project will be developed on private property located along the North side of Peace Road, at approximately 41.941600, -88.722010 DeKalb, IL 60115, the (“Property”).

The Project sits on 30.40 acres of private land located in the City of DeKalb, which is located within DeKalb County, Illinois. The Project will produce electricity to be used on site and connected to the local distribution grid utilizing existing overhead lines. Interconnection to the grid will include both underground and overhead wires along with new utility poles located on the Property.

Permitting and Approvals

As a condition to the City of DeKalb (“City”) providing Permit Approval (“Approval”) of the Project on the Property, Owner shall submit a decommissioning and site reclamation plan to the City for the subject site. This Decommissioning and Site Reclamation Plan the (“DSRP”) describes the anticipated activities and process for decommissioning of the proposed facility following its useful life. The purpose of decommissioning is to restore the Property to a clean, safe and usable condition for continued use by the landowner.

The DSRP shall be binding upon all successors of title, lessees, any operator and/or owner of the Project, and all parties to the decommissioning and site reclamation plan. Prior to Approval, the landowner or Owner shall also record a covenant incorporating the provisions of the decommissioning and site reclamation plan on the deed subject to the LOT, requiring that the reclamation work be performed and that a provision of sufficient security (i.e. a bond, irrevocable letter of credit, or escrow posting) be provided for financial assurance the (“Security”).

The Owner agrees that the sale, assignment in fact or law, or such other transfer of owner’s financial interest in the solar energy facility shall in no way affect or change owner’s obligation to continue to comply with the terms of this plan. Any successor in interest, assignee, and all parties to the decommissioning and site reclamation plan shall assume the terms, covenants, and obligations of this plan and agrees to assume all reclamation liability and responsibility for the solar energy facility.

The Owner, its successors in interest, and all parties to the decommissioning and site reclamation plan shall be obliged to perform the work in the decommissioning and site reclamation plan before abandoning the solar energy facility or prior to ceasing production of electricity from the solar energy facility, after it has begun, other than in the ordinary course of business. This obligation shall be independent of the obligation to pay financial assurance, and shall not be limited by the amount of financial assurance. The obligation to perform the reclamation work shall constitute a covenant running with the land.

Prior to the initiation of decommissioning activities, local code will be reviewed for applicability with decommissioning activities. The City will be consulted to confirm and applications made for appropriate permits and approvals. It is assumed a new or revised site plan would be necessary because similar decommissioning activities are associated with originally issued approvals.

Decommissioning

It is understood that the DSRP shall be provided and include, but not be limited to, the following requirements:

1. The Decommissioning Plan shall be triggered and complied with at any point that the solar panels are not actively generating energy being transmitted to the electrical grid for a period of at least one hundred and eighty (180) consecutive days.
2. Upon the occurrence of the first requirement, the owner/operator shall have six (6) months to comply with the Decommissioning Plan and to fully remove the solar energy generation facilities from the property.
3. Provisions for removal of all structures and foundations, and the restoration of soil and vegetation to usable farmland.
4. An engineer's estimate of probable cost ("EOPC") for the costs associated with decommissioning.
5. Provision of sufficient security (i.e., a bond, irrevocable letter of credit, or escrow posting) in the form and content acceptable to the City Manager to secure the costs of decommissioning and site restoration.

Throughout the decommissioning process, the City will be provided with regular updates and notice upon completion of the restoration activities. Decommissioning consists of the removal of above-ground and below-ground facility components, management of excess materials and waste as well as the restoration of the Property, as applicable. Activities are expected to take between 8-10 weeks but no longer than four-months. The Owner agrees to remove any part of the Project and all associated equipment and structures if the Project part ceases to function for six (6) consecutive months, unless the Owner is diligently working to repair that part.

Future consultation will occur with the City prior to decommissioning to discuss preferences and commitments to restore the Property to its pre-construction condition or a similar state. All decommissioning and restoration activities will adhere to the requirements set forth by Occupational Health and Safety Administration (OSHA) and will be in accordance with all applicable federal, state and local permitting requirements. As with the construction phase, an on-site manager responsible for safety will be present on-site (generally the contractor's project manager) while decommissioning activities are taking place. Potential negative environmental effects from decommissioning of the facility will be mitigated through use of erosion and sediment control measures, limiting the use of heavy machinery (where possible), and maintaining a buffer from natural features. These control measures, as well as other mitigation measures used during construction will be re-implemented during the decommissioning phase and until the site is stabilized.

Upon removal and decommissioning of the Project, the Owner shall inform the City accordingly. Upon the City's determination that the Owner has decommissioned and removed the Solar Energy Project and restored the Property as required under the DSRP, the City shall: (i) release the Owner from this Plan; (ii) issue a certificate of completion and release and (iii) return or release any unused portion of the Security to the Owner. A determination that the removal and restoration has been satisfactorily completed shall be in the reasonable discretion of the City. The Owner and its agents and consultants shall fully comply with all reasonable requests for inspections and information by the City and its agents.

Decommissioning cont'd....

If the Owner fails to complete the required removal of the Project and restoration of the Property as set forth herein, the City shall be entitled to utilize the Security provided hereunder to the extent necessary, in the City's reasonable discretion, to complete the removal and restoration process. Any portion of the Security that is not utilized as set forth herein shall be returned to the Owner, less reasonable administrative costs. In the event that the City elects to obtain the Security, in whole or in part, as described in this paragraph, it shall notify the Owner accordingly, in writing and, within fourteen (14) days of such writing, the Security shall be paid to the City.

This DSRP is based on current procedures and experience. These procedures may be subject to revision based on new experiences and requirements over time. At the time of decommissioning, various options and procedures will be re-evaluated to ensure that decommissioning is safe and beneficial to the City and solar energy facility Owner.

A significant amount of the components of the Project will include recyclable or re-sellable components, including copper, aluminum, galvanized steel, and modules. Due to their resale monetary value, these components will be dismantled and disassembled rather than being demolished and disposed of.

Following coordination with the local utility company regarding timing and required procedures for disconnecting the Facility from the private utility, all electrical connections to the Project will be disconnected and all connections will be tested locally to confirm that no electric current is running through them before proceeding. All electrical connections to the panels will be cut at the panel and then removed from their framework by cutting or dismantling the connections to the supports. Inverters, transformers, and switchgear will be lifted, secured onto flat beds, and transported off-site for processing.

Modules will be detached from the racking system and stacked for removal. However, in the event of a total fracture, the broken module will be recycled at a PV recycling facility.

The metal piling systems used to secure the PV Project in the ground will be removed entirely and if full removal is not possible, then terminated at a depth greater than five feet from grade or at bedrock whichever is shallower. The piling materials will be collected and recycled. Additionally, all associated metal mounting structures along with the metal perimeter fencing and gates will be removed and either reused or sent for recycling.

Grade slabs will be broken, removed, and recycled. Unless requested by the landowner for the access road to remain, materials from road construction will be removed, shipped off-site for either re-use or disposal. If necessary, the former roadbed will be backfilled and graded with material native to the region to blend it with the immediately adjacent and existing topography.

Aboveground utility poles owned by the Project will be completely removed and disposed of off-site in accordance with utility best practices. Overhead wires will be removed from the area of the solar modules and terminated at the point of interconnection. Underground wiring at depths of less than five feet will be removed and recycled.

Prior to final demobilization, a final walk through of the Project area and the Property is completed to police for and ensure all debris is collected and removed.

Operations

A work schedule and permit list necessary to accomplish the Project decommissioning of all of the following Project improvements:

- i. Solar panels, cells and modules;
- ii. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems;
- iii. Solar panel foundations, if used (to depth of 5 feet);

Work Schedule: Mon-Fri 0700-1530

At the time of decommissioning, solar panels, cells, and module components in working condition may be refurbished and sold in a secondary market yielding greater revenue than selling as salvage material. Solar panel mounts and racking, including any helical piles, ground screws, ballasts, or other anchoring systems as well as any solar panel foundations components in working condition may be refurbished and sold in a secondary market yielding greater revenue than selling as salvage material.

The solar arrays will be deactivated from the surrounding electrical system and made safe for disassembly. Liquid waste, including oils and hydraulic fluids will be removed and properly disposed of or recycled according to regulations current at the time of decommissioning. Electronic components, and internal electrical wiring will be removed and salvaged. The steel piles will be completely removed from the ground.

- iv. 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;

The inverters will be deactivated, disassembled, and removed. Depending on the condition, the equipment may be sold for refurbishment and re-use. If not re-used, they will be salvaged or disposed of at an approved solid waste management facility.

- v. Overhead collection system components

Overhead collection system components in working condition may be refurbished and sold in a secondary market yielding greater revenue than selling as salvage material.

- vi. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the participating property owner;

Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings, access roads, Operation/maintenance yard/and staging area, unless otherwise agreed to by the participating property owner* will be deactivated, disassembled, and removed. Depending on the condition, the equipment may be sold for refurbishment and re-use. If not re-used, they will be salvaged or disposed of at an approved solid waste management facility.

- vii. Access Road(s) unless participating property owner requests in writing that the access road is to remain;
- viii. Operation/maintenance yard/staging area unless otherwise agreed to by the participating property owner;

Access Road(s)/ Operation/maintenance yard/staging areas owner will be deactivated, disassembled, and removed by the participating property owner.

- ix. Debris and litter generated by any solar energy facility Permittee, Owner, Operator, or any agents of contractors of the same performing decommissioning activities.

Any debris and litter generated by solar energy facility Permittee, Owner, Operator, or any agents of contractors of the same performing decommissioning activities will be disposed of properly by the participating property owner.

Financial Assurance

i. The Owner shall be required to execute and file with the City, a provision of sufficient Security in an amount sufficient for the faithful performance of the terms and conditions of the Approval issued hereunder, and to provide for the aforesaid removal and restoration of the Property subsequent to removal of the Project. The Owner shall deliver, to the City, suitable evidence of the establishment of the Financial Assurance prior to the Approval of the Project.

ii. To fulfill its obligations to provide the Security, the Owner grants the City with all legal rights to transfer applicable Project improvement materials to salvage firms as of the date that the Financial Assurance is accessed by the City;

*Please see attached RE: DECOMMISSIONING PERMISSION TO ACCESS PROPERTY

iii. To fulfill its obligations to provide the Security, the Owner grants the City access to the Project area and all participating property, as of the date that the Financial Assurance is accessed by the City, subject to reasonable notice, to affect or complete decommissioning.

*Please see attached RE: DECOMMISSIONING PERMISSION TO ACCESS PROPERTY

The Engineer's Cost Estimate for the DSRP is included.

Facility Description

The solar PV modules will be installed on metal racking structures with a fixed tilt and secured to the ground utilizing direct push or technology. Direct Current (DC) wiring with the Project will be secured behind the modules, collected at a common point and transition underground to the inverters. From the inverter/transformer pad, AC wiring will run underground until a point before the PV solar array, where it will surface and connect to a series of utility poles on the Property before connecting to the National Grid's Project.

Access to the Project will be off of Challenger Dr. utilizing a 20' wide crushed stone road constructed for access to the facility. The access road would be up to approximately 150-feet in length.

The transformer skid will be mounted on a concrete pad located within the array. The pad used for the skid will be approximately 15' x 6'. The site will be secured with code required fencing.

Site Restoration

Those areas disturbed during decommissioning activities will be graded as necessary to ensure a uniform slope for proper storm water management, prevent the ponding of waters and address any rutting or other depressions caused by removal equipment. The disturbed areas will then be seeded either by hand or via hydro seeding to reestablish vegetation compatible with the Property and region. It is anticipated that a seed mix native to the area will be used by the decommissioning contractor, unless the landowner instructs that they will begin using the property for agricultural purposes and will reestablish the area with agricultural vegetation.

The DSRP and cost estimate includes provisions for the removal and restoration of the access driveways. The construction, operation, and decommissioning of the project will not require alterations to any public streets, therefore no repairs to public streets are anticipated.

Decommissioning Costs

To develop a cost estimate for the decommissioning, the following assumptions and the following pricing references were used: Costs were estimated based on current pricing, technology, and regulatory requirements. When publicly available bid prices or Illinois Department of Transportation ("IDOT") bid summaries were not available for particular work items, we developed time and material- based estimates considering composition of work crews and equipment and material required using current market estimates at other jobs. When materials may have a salvage value at the end of the project life, the construction activity costs and from the hauling/freight cost are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

Decommissioning Costs cont'd...

1. Decommissioning year is based on a five (5) year initial period for the financial security. The projected life of the project is thirty five (35) years.
2. This quantities used in this Cost Estimate is based on a ratio analysis using other projects with similar capacities.
3. A project of this size and complexity requires a half-time project manager and support staff.
4. Common labor will be used for the majority of the tasks except for heavy equipment operation. Since IDOT unit prices are used, where possible, the labor rates will reflect union labor rates.
5. Mobilization was estimated at approximately 7% of total cost of other items.
6. Permit applications required include the preparation of a SWPPP and a SPCC Plan.
7. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.
8. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road and surrounding all on-site wetlands.
9. Fence removal includes loading, hauling, and recycling or disposal. Fence and posts weigh approximately 10 pounds per foot.
10. Array support posts are generally lightweight "I" beam sections installed with a backhoe-like piece of specialized equipment. (No structural details are available at the time of decommissioning cost estimating.) Crew productivity is approximately 240 posts per day, and the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately \$13.00.
11. A metal recycling facility (Mervis Recycling) is located in Springfield, IL, 189 miles from the project site. Pricing was acquired from www.scrapmonster.com. The posts weigh approximately 150 pounds each, and we estimate the hauling costs at approximately \$0.35 per ton mile. The pricing from Scrapmonster is adjusted to 75% of the published price to reflect the processing required for the posts to fit recycling requirements and Mervis Recycling margin.
12. Based on the review of other installations a crew with hand tools can disassemble the array and the steel can be cut to length for recycling by a hydraulic shear at a rate of about 9,000 pounds per crew per hour, or about \$145 per ton.
13. Hauling the steel at \$0.35 per ton mile costs about \$12.25 per ton.
14. The solar panels rated at 570 watts measure approximately 90 inches by 45 inches and weigh approximately 72 pounds (depending on the manufacturer) so they can easily be disconnected, removed, and packed by a four person crew at a rate we estimate at 20 panels per hour. Modules weigh approximately 72 pounds each, for a total module weight of 584 tons.
15. The project will use inverters that are removable by two workers with a machine. They can remove all in a day. Inverters have a resale market assuming they are in working order.
16. Transformers for this project will be owned by the Utility and therefore their responsibility.
17. SCADA equipment are small boxes removable by 2 people, no special equipment needed.
18. The underground collector system cables are placed in trenches, inside of PVC conduits, with a minimum of 5 feet of cover.
9. Perimeter control pricing is based on a sediment fence placed on the downgrade side of the work
19. area perimeters, and protecting wetlands and drainage swales within the project area. Pricing is based on IDOT unit prices.
20. Metal salvage prices (steel, aluminum, copper) are based on pricing from www.scrapmonster.com for United States Midwest as of October 2023. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness and other specifications. A reduction of 25% has been taken from this price to reflect the difficulty of realizing the full spot prices posted. The prices are three months old at the time they are displayed on the website.

21. The steel posts and array racking are priced based on structural steel scrap. (\$305)
22. Solar module degradation is approximately 0.50% per year, or 98% of capacity remaining after 5 years, and 84% capacity remaining after 35 years. There is currently a robust market for used solar panels and pricing can be found on Sunhub, eBay and other sites. We have assumed that as long as the modules are producing power they will have economic value. To avoid unconservative pricing for the used modules we used a pricing of \$0.07 per watt which is less than 50% of prices published on the Sunhub website on October 25, 2023. We have assumed a 5% breakage allowance to further reduce the number of panels available for resale.
23. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. We have assumed that the electrical equipment will be obsolete at the time of decommissioning so we have based the pricing on a percentage of the weight that reflects the aluminum windings that can be salvaged. Pricing was obtained from scrapmonster.com in October 2023. We have assumed a 25% recovery of the weight of the transformers and inverters for copper or aluminum windings.
24. The collection lines are priced assuming copper conductor wire for the DC circuits, which is typical. The prices used reflect a reduced yield of the copper resulting from the insulation and other materials that must be stripped from the wire so that the copper can be recycled. The estimate uses the United States Midwest price of #2 copper wire with a 50% recovery rate as found on www.scrapmonster.com in October 2023, which is \$1.27 per pound. For the salvage value we have assumed 50% of the published price.
25. Ground wires are bare copper wire and comply with the requirements of #1 copper wire and tubing, which was quoted on Scarpmonster.com at \$3.64 for the United States Midwest. We have discounted this price by 25% to address the difficulty of realizing the spot metals prices.
26. The underground collection lines are assumed to be aluminum conductor. The majority of the length of the collection lines will be buried deep enough so that they do not have to be removed. Those sections coming up out of the ground at junction boxes, or other location, can be salvaged. The salvage value is based on the United States Midwest price of E.C. Aluminum Wire as found on www.scrapmonster.com in October 2023, which is \$0.98 per pound. We have reduced the price to 25% of the quoted price to reflect the complications of stripping insulation and separating the materials.
27. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.
28. All salvage will be for bulk material or equipment.

IAG Investments, LLC

707 Osterman Ave., Deerfield, IL 60015

6/9/25

City of DeKalb
DeKalb, IL 60115

RE: DECOMMISSIONING PROPERTY OWNERSHIP

To Whom It May Concern:

IAG Investments, LLC has reviewed the site plan for our solar energy system located at 1199 N. Peace Rd. DeKalb, IL 60115 and we find it in our best interest NOT to relinquish ownership, in the event of an activated decommissioning plan, to take effect for the following:

- i. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the participating property owner;
- ii. Access Road(s) unless participating property owner requests in writing that the access road is to remain;
- iii. Operation/maintenance yard/staging area unless otherwise agreed to by the participating property owner;

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony Donato".

Anthony Donato, President

IAG Investments, LLC

707 Osterman Ave., Deerfield, IL 60015

6/9/25

City of DeKalb
DeKalb, IL 60115

RE: DECOMMISSIONING PERMISSION TO ACCESS PROPERTY

To Whom It May Concern:

To fulfill its obligations to provide the Security, the Owner Donato Solar – DeKalb LLC, has control of the site at the following location 1199 N. Peace Rd. DeKalb, IL 60115, until the date that the Financial Assurance is accessed by the City, subject to reasonable notice, to affect or complete decommissioning.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony Donato".

Anthony Donato, President

Further Stipulations

The Financial Assurance shall not release the surety from liability until the Financial Assurance is replaced. Upon abandonment of the Project or any other default or failure to comply with these regulations, permit approvals, or the Decommissioning Plan, the City may take all appropriate actions for Decommissioning, including drawing upon the Financial Assurance. In the event the City declines to take any action for Decommissioning, the participating property owners may draw upon financial assurance.