



CHAMPAIGN COUNTY BOARD ENVIRONMENT and LAND USE COMMITTEE AGENDA

County of Champaign, Urbana, Illinois

Thursday, February 5, 2026 - 6:30 p.m.

Shields-Carter Meeting Room

Bennett Administrative Center, 102 E. Main St., Urbana

Committee Members:

Eric Thorsland – Chair

Aaron Esry – Vice-Chair

John Farney

Jennifer Locke

Emily Rodriguez

Jilmala Rogers

Monique Settles

Agenda

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- I. Call to Order
- II. Roll Call
- III. Approval of Agenda/Addendum
- IV. Approval of Minutes
 - A. January 8, 2026 – Regular Meeting 1 - 4
- V. Public Input
- VI. Communications
- VII. New Business: Items for Information Only
 - A. Illinois Environmental Protection Agency (IEPA) Notice of Application for Renewal of Clean Air Act Permit for Guardian West located at 1306 East University Avenue, Urbana 5 - 6
- VIII. New Business: Items to be Approved by ELUC
 - A. Authorization for a public hearing on a proposed Zoning Ordinance text Amendment to add requirements for “Big Data Centers” 7 - 28
 - B. Authorization for a public hearing on a Zoning Ordinance text amendment to impose a 12-month moratorium on Data Centers with at least 10,000 square feet of processing area 29 - 31
- IX. New Business: Items to be recommended to the County Board
 - A. **Zoning Case 175-S-25.** (*DEPENDENT UPON FINAL ACTION AT THE 01/29/2026 ZBA MEETING*) A request by Champaign CSG 1 LLC, c/o Dimension RE LLC, via agent Daniel Solorzano, and participating landowner Foersterling Farm LLC to Authorize a Community PV Solar Farm with a total nameplate capacity of 3 megawatts (MW), including access roads and wiring, in the AG-1 Agriculture Zoning District, on approximately 35 acres a 202-acre tract of land lying south and east of the Copper Slough drainage ditch on with PIN 03-20-30- 100-002 on the South side of Windsor Road, in Township 19 North, Range 8 East of the Third Principal Meridian in Champaign Township, commonly known as farmland owned by Foersterling Farms 32 - 43

All meetings are at the Bennett Administrative Center – 102 E Main Street in Urbana – unless otherwise noted. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact Administrative Services, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.

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LLC and including the following waivers of standard conditions:

Part A: A waiver for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality with a zoning ordinance and one-half mile from a municipal boundary per Section 6.1.5 B.(2)a.(a).

Part B: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Zoning Board of Appeals, per Section 6.1.5 G.(1).

Part C: A waiver for locating utility poles, driveways or any other construction within an easement for drainage ditch or gas pipeline or hazardous liquid pipeline unless specifically authorized by a crossing agreement that has been entered into with the relevant party per Section 6.1.5 E. (5)

B. Decommissioning and Site Reclamation Plan for Zoning Case 175-S-25.

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(DEPENDENT UPON FINAL ACTION AT THE 01/29/2026 ZBA MEETING) A request by CSG 1 LLC, c/o Dimension RE LLC, via agent Daniel Solorzano, and participating landowner Foersterling Farm LLC to authorize a Decommissioning and Site Reclamation Plan for the Community PV Solar Farm in Zoning Case 175-S-25.

C. Zoning Case 184-S-25. (DEPENDENT UPON FINAL ACTION AT THE 01/29/2026

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ZBA MEETING) A request by North Duncan Road Solar, LLC, c/o ReWild Renewables LLC, via agent Zachary Farkes, and participating landowner T & S Franey LLC to authorize a Community PV Solar Farm with a total nameplate capacity of 4.99 megawatts (MW), on approximately 46 acres, including access roads and wiring, in the AG-2 Agriculture Zoning District, on approximately 46 acres of a 113.70 acre tract on the north half of the northeast quarter and the northeast quarter of the northwest quarter of Section 28, Township 20 Range 8 East of the Third Principal Meridian, in Hensley Township, being tax parcel 12-14-28-201-002 and commonly known as property owned by T & S Franey LLC and including the following waivers of standard conditions:

Part A: A waiver for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality with a zoning ordinance per Section 6.1.5 B.(2)a.(a).

Part B: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Zoning Board of Appeals, per Section 6.1.5 G.(1).

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- D. **Decommissioning and Site Reclamation Plan for Zoning Case 184-S-25.** 90 - 104
(DEPENDENT UPON FINAL ACTION AT THE 01/29/2026 ZBA MEETING) A request by North Duncan Road Solar, LLC, c/o ReWild Renewables LLC, via agent Zachary Farkes, and participating landowner T & S Franey LLC to authorize a Decommissioning and Site Reclamation Plan for the Community PV Solar Farm in Zoning Case 184-S-25.
- E. **Resolution Approving Agreement between Champaign County, Parkland College, and A-Team Recyclers regarding the Residential Electronics Collections on May 16, 2026, and October 10, 2026.** 105 - 117
- F. **Resolution Approving Champaign County Opt-In Form to Illinois EPA to Participate in Manufacturer E-Waste Program in 2027** 118 - 120
- G. **Resolution Authorizing the Creation of a Big Data Center Text Amendment Task Force** 121 - 123

X. Other Business
A. Monthly Reports - None

XI. Chair's Report

XII. Designation of Items to be Placed on the Consent Agenda

XIII. Adjournment



**CHAMPAIGN COUNTY BOARD
ENVIRONMENT and LAND USE COMMITTEE
County of Champaign, Urbana, Illinois**

MINUTES – Pending Approval

DATE: Thursday, January 8, 2026
TIME: 6:30 p.m.
PLACE: Shields-Carter Meeting Room
Bennett Administrative Center
102 E. Main St., Urbana, IL 61801

Committee Members

Present	Absent
Aaron Esry (Vice-Chair)	
John Farney	
Jennifer Locke	
Emily Rodriguez	
Jilmala Rogers	
Monique Settles	
Eric Thorsland (Chair)	

County Staff: John Hall (Zoning Administrator) and Mary Ward (Recording Secretary)

Others Present: None

I. Call to Order

Committee Chair Thorsland called the meeting to order at 6:30 p.m.

II. Roll Call

Roll Call was taken, and a quorum was declared present.

III. Approval of Agenda/Addendum

MOTION by Mr. Farney to approve the agenda; seconded by Ms. Rogers. Upon vote, the **MOTION CARRIED** unanimously.

IV. Approval of Minutes

A. December 4, 2025 – Regular Meeting

MOTION by Ms. Locke to approve the minutes of December 4, 2025; seconded by Mr. Esry. Upon vote, the **MOTION CARRIED** unanimously.

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V. Public Input

There was no public input.

VI. Communications

Ms. Rodriguez asked if the committee could have an overview of the ordinance regarding data centers. Mr. Hall said that the ordinance was adopted in May of 2022. At the time, data centers were not as big a concern as they are now. There are not many places where it would be allowed (only allowed in AG-2, Business B-4) and would require a Special Use Permit. It only affects a few zoning districts.

Ms. Locke extended congratulations to Ms. Rogers on being made partner at her law firm.

VII. New Business: Items for Information Only

A. Aaron Steinke email

Mr. Hall shared that Mr. Steinke has an issue with burning and emissions at the residential level. Mr. Hall said that there is not much that can be done about this, but he wanted to let the committee know about the concern.

B. Notice of Proposed Wireless Communication Tower Adjacent to 4014 East Anthony Drive, Urbana.

This was for information only. Mr. Esry asked if this used to be under the County's jurisdiction and it was taken away by the state. The tower meets all state requirements.

VIII. New Business: Items to be Approved by ELUC

A. **Annual Hotel/Motel License:** Urbana Motel Inc. dba Motel 6 at 1906 North Cunningham Avenue, Urbana for 01/01/26 – 12/31/26.

MOTION by Mr. Esry to approve the Hotel/Motel License for Urbana Motel Inc. dba Motel 6; seconded by Ms. Rogers. Upon vote, the **MOTION CARRIED** unanimously.

B. **Recreation & Entertainment License:** Champaign County Fair with Calendar of Events, 1302 North Coler Avenue, Urbana. 01/01/26 – 12/31/26.

C. **Recreation & Entertainment License:** Hudson Farm Wedding & Events, LLC, 1341 CR1800E, Urbana, IL 61802. 01/01/26 – 12/31/26.

OMNIBUS MOTION by Mr. Farney to approve the Recreation and Entertainment Licenses the Champaign County Fair and Hudson Farm Wedding & Events, LLC; seconded by Ms. Locke. Upon vote, the **MOTION CARRIED** unanimously.

IX. New Business: Items to be recommended to the County Board

A. Zoning Case 177-S-25. A request by Somer Township Solar 1 LLC c/o New Leaf Energy via agent Tom Ryan and participating landowner James Heimburger Trustee to authorize a Community PV Solar Farm with a nameplate capacity of 4.99 megawatts and totaling 27.68 acres lying north of East Ford Harris Road and west of North Lincoln Avenue and east of the Canadian National Rail line with PIN 25-15-20-300-006 and commonly known as farmland owned by James M. Heimburger Trust, with the following waivers of standard conditions:

Part A: A waiver for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality with a zoning ordinance per Section 6.1.5 B.(2)a.(a).

Part B: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Zoning Board of Appeals, per Section 6.1.5 G.(1).

Part C: A waiver for locating the PV Solar Farm 160 feet from a non-participating lot that is 10 acres or less in area in lieu of the minimum required separation of 240 feet between the solar farm fencing and the property line, per Section 6.1.5 D.(3)a.

MOTION by Ms. Locke to recommend County Board approval of a resolution approving Zoning Case 177-S-25 for Somer Township Solar I; seconded by Ms. Rodriguez.

Mr. Hall stated that this was the most remote solar farm we've been asked to approve.

Upon vote, the **MOTION CARRIED** unanimously.

B. Decommissioning and Site Reclamation Plan for Zoning Case 177-S-25. A request by Somer Township Solar 1 LLC c/o New Leaf Energy via agent Tom Ryan and participating landowner James Heimburger Trustee to authorize a Decommissioning and Site Reclamation Plan for the Community PV Solar Farm in Zoning Case 177-S-25.

MOTION by Mr. Farney to recommend County Board approval of a resolution approving the Decommissioning and Site Reclamation Plan for Zoning Case 177-S-25 for Somer Township Solar I; seconded by Ms. Settles.

Mr. Hall said that this plan is comparable to others that have been reviewed.

Upon vote, the **MOTION CARRIED** unanimously.

C. Zoning Case 181-AM-25. A request by owner Fred Otten and Vaishali Patel of Pranam MAA LLC to change the zoning district designation from the I-1 Light Industry Zoning District to the B-4 General Business Zoning District on a .51-acre parcel in the Southwest Quarter of the Southwest Quarter of Section 10, Township 19 North, Range 9 East of the

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Third Principal Meridian in Urbana Township, on the south side of University Ave. and more commonly known as 2205 E. University Ave., Urbana, Illinois.

MOTION by Mr. Esry to recommend County Board approval of a resolution approving Zoning Case 181-AM-25; seconded by Mr. Farney.

Mr. Esry stated he drives by this location often. He has no issue with re-zoning. It will keep the building occupied and Mr. Hall added that it will bring the existing use into compliance. Mr. Farney asked, since this is the first time video gaming has come up before ELUC since he's been on, if it will require further licensing. Mr. Hall said they would probably require a liquor license.

Ms. Rogers stated that she would be a no vote on this. She doesn't support putting this type of business close to a residential area.

Vaishali Patel, Petitioner, explained the process they have to go through to get everything licensed.

Mr. Esry shared that there is another gaming establishment right across the road. Ms. Locke stated that she also does not like this type of business. By changing the zoning, we will help bring an existing business into compliance and will be a reluctant yes for that reason.

The committee was reminded that they are voting on the type of zoning and not the use.

Upon vote, the **MOTION CARRIED** with five yays and two nays.

X. Other Business

A. Monthly Reports – None

There were no Monthly Reports

XI. Chair's Report

There was no Chair's Report.

XII. Designation of Items to be Placed on the Consent Agenda

Items to be placed on the Consent Agenda include IX. A. and B.

XIII. Adjournment

Chair Thorsland adjourned the meeting at 6:58 p.m.

John Hall

From: Brubaker, Sarah <Sarah.Brubaker@Illinois.gov>
Sent: Wednesday, January 21, 2026 8:49 AM
To: Brubaker, Sarah
Subject: Guardian West 019105ADW 00040059
Attachments: PN CAAPP Renewal - Guardian West.pdf

CAUTION: External email, be careful when opening.

Good morning,

Guardian West in Urbana has applied for a draft Clean Air Act Permit Program (CAAPP) renewal permit. Attached is the public notice. Illinois EPA is accepting public comments until February 20, 2026. The draft permit and other documents are available on our website: <https://epa.illinois.gov/public-notices/boa-notices.html>.

ID No.: 019105ADW
Permit No.: 00040059
Source: Guardian West



Sarah Brubaker (she/her)
Community Relations Coordinator
Office of Community Relations
Bureau of Safety and Sustainability
(217) 786-0790
sarah.brubaker@illinois.gov

Join our team: [Illinois EPA Employment](#)

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Illinois Environmental Protection Agency

Public Notice

**Proposed Renewal of the Clean Air Act Permit Program Permit
Guardian West & Flex-N-Gate Corporation in Urbana**

Guardian West & Flex-N-Gate Corporation has requested that the Illinois Environmental Protection Agency (Illinois EPA) renew the Clean Air Act Permit Program (CAAPP) permit regulating air emissions from its facility located at 1306 East University Avenue in Urbana. The source stamps and polishes steel blanks, applies coatings, electroplates, assembles and ships automotive bumpers. Flex-N-Gate blanks and forms running boards, tubes, brackets, bumpers and draw bars, applies powder and waterborne coatings, assembles and ships product. The 601 Guardian Drive and the 1306 East University Avenue facilities are operated under common control of the same parent company and considered one source for purposes of this permit. Based on its review of the application, the Illinois EPA has made a preliminary determination that the application meets the standards for issuance and has prepared a draft permit for public review.

The Illinois EPA is accepting comments on the draft permit. Submit comments by 11:59 PM on February 20, 2026. If significant interest is expressed in the draft permit, a hearing or other informational meeting may be held. Requests for information, comments, and questions should be directed to Sarah Brubaker, Office of Community Relations, Illinois Environmental Protection Agency, 2520 W. Iles Ave, PO Box 19276, Springfield, Illinois 62794-9276, phone (217) 786-0790, TDD phone number (866) 273-5488, Sarah.Brubaker@Illinois.gov.

The repositories for the draft permit documents will be made available at the Illinois EPA's offices at 2125 South First St in Champaign, (217) 278-5800 and 2520 W. Iles Ave in Springfield, (217) 786-0790 (please call ahead to assure that someone will be available to assist you). Copies of the draft permit and other documents may also be available at <https://epa.illinois.gov/public-notices/boa-notices.html>. Copies of the documents will be made available upon request.

The facility is located in an area of Environmental Justice concern. More information concerning Environmental Justice may be found at <https://epa.illinois.gov/topics/environmental-justice.html>.

The CAAPP is Illinois' operating permit program for major sources of emissions, as required by Title V of the Clean Air Act (CAA). The conditions of CAAPP permits are enforceable by the public, as well as by the USEPA and Illinois EPA. In addition to implementing Title V of the CAA, CAAPP permits may contain "Title I Conditions," i.e., conditions established under the permit programs for new and modified emission units, pursuant to Title I of the CAA. The permit contains no T1 conditions that are being newly established or revised by this permitting action.

The beginning of this public comment period also serves as the beginning date of the U.S. EPA 45-day review period, provided the U.S. EPA does not seek a separate proposed period.

Bennett Administrative Center
102 East Main Street
Urbana, Illinois 61801

(217) 384-3708
zoningdept@co.champaign.il.us
www.co.champaign.il.us/zoning

TO: **Environment and Land Use Committee**
FROM: **John Hall, Zoning Administrator**
DATE: **January 28, 2026**
RE: **Authorization for Public Hearing on a Proposed Zoning Ordinance
Text Amendment to Add Requirements for “Big Data Centers”**

BACKGROUND

Champaign County added “data center” requirements to the Zoning Ordinance in Zoning Case 030-AT-21 on May 19, 2022. At that time the data centers at issue were not the “hyperscale” data centers that are currently attracting attention. Case 030-AT-21 required a special use permit (approved by the ZBA) for a data center and data center was authorized in the AG-2 Agriculture, B-4 General Business, and I-1 Light Industry Zoning Districts. The only standard conditions imposed on a data center were related to emergency services access, security, and noise. However, the special use permit process allows great flexibility for the ZBA to impose whatever special conditions may be justified in any approval.

The new “hyperscale” data centers can use large amounts of water and energy and occupy hundreds of acres of land. Because of those concerns it might be best if the County Board were the final approval on a special use permit for a hyperscale data center.

PROPOSED TEXT AMENDMENT

An outline of the proposed amendment is attached. The proposed amendment is based on a shorter version of the solar farm requirements. The solar farm sections on Glare, Decommissioning and Site Reclamation Plan, Agriculture Impact Mitigation Agreement and Complaint Hotline have not been included.

New sections on Water Use and Energy Use and Impact on the Electrical Grid have been added.

The County Board is proposed to be the approving authority for the special use permit.

This amendment is a work in progress as staff gains more information on what kind of specific requirements make sense.

TASK FORCE AND MORATORIUM

A Task Force of short duration is recommended to oversee further development of the proposed amendment and, because the Task Force is recommended, a 12-month

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moratorium is also proposed to be in place while the amendment is being developed and while the amendment goes through the adoption process.

ATTACHMENTS

A Draft Big Data Center Text Amendment to the Champaign County Zoning
Ordinance

1. Add the following to Section 3 Definitions:

DATA CENTER: A centralized location where computing and networking equipment is concentrated for the purpose of collecting, storing, processing, distributing or allowing access to large amounts of data with less than 10,000 square feet of processing area and is rated at less than 40 megawatts (MW).

DATA CENTER, BIG: A centralized location where computing and networking equipment is concentrated for the purpose of collecting, storing, processing, distributing or allowing access to large amounts of data and that has at least 10,000 square feet of processing area or is rated at 10 megawatts (MW) or greater. Multiple BIG DATA CENTERS may be authorized under one County Board SPECIAL USE Permit.

2. Amend Section 5.2 as follows:

SECTION 5.2 TABLE OF AUTHORIZED PRINCIPAL USES

BIG DATA CENTER would be a new land use allowed by County Board Special Use Permit in the AG-2 Agriculture, B-4 General Business, and I-1 Light Industry Zoning Districts, as shown in the table below

Principal USES	Zoning DISTRICTS														
	CR	AG-1	AG-2	R-1	R-2	R-3	R-4	R-5	B-1	B-2	B-3	B-4	B-5	I-1	I-2
DATA CENTER			S									S		S	
BIG DATA CENTER ³⁴			B									B		B	

3. Add new Footnote 34 under Section 5.2 as follows:

34. A BIG DATA CENTER is subject to the requirements of Section 6.1.7 of the Zoning Ordinance.

4. Add new Section 6.1.7 as follows:

6.1.7 BIG DATA CENTER

A BIG DATA CENTER County Board SPECIAL USE Permit may only be authorized in the AG-2 Agriculture Zoning DISTRICT, B-4 General Business, or I-1 Light Industry Zoning District, subject to the following standard conditions.

A. General Standard Conditions

(1) The area of the BIG DATA CENTER County BOARD SPECIAL USE Permit must include the following minimum areas:

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- a. All land that will be exposed to a noise level greater than that authorized to Class A land as established by 35 Ill. Admin. Code Parts 900, 901 and 910 under paragraph 6.1.5I.
- b. All necessary access lanes or driveways and any required new PRIVATE ACCESSWAYS. For purposes of determining the minimum area of the SPECIAL USE Permit, access lanes or driveways shall be provided a minimum 40 feet wide area.
- c. All necessary BIG DATA CENTER STRUCTURES and ACCESSORY STRUCTURES including electrical distribution lines, inverters, transformers, common switching stations, and substations not under the ownership of a PUBLICLY REGULATED UTILITY and all water wells that will provide water for the BIG DATA CENTER. For purposes of determining the minimum area of the SPECIAL USE Permit, underground cable installations shall be provided a minimum 40 feet wide area.

(2) Interconnection to the power grid

- a. The BIG DATA CENTER County Board SPECIAL USE permit application shall include documentation that the applicant or BIG DATA CENTER is in the queue to acquire an interconnection agreement to the power grid.
- b. Documentation of an executed interconnection agreement with the appropriate electric utility shall be provided prior to issuance of a Zoning Compliance Certificate to authorize operation of the BIG DATA CENTER.

(3) Right to farm

- a. The owners of the subject property and the Applicant, its successors in interest, and all parties to the decommissioning plan and site reclamation plan hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.

B. Minimum LOT Standards

- (1) There are no minimum LOT AREA, AVERAGE LOT WIDTH, or maximum LOT COVERAGE requirements for a BIG DATA CENTER.
- (2) There is no maximum LOT AREA requirement on BEST PRIME FARMLAND.
- (3) Multiple BIG DATA CENTERS may be authorized on the same LOT under one County Board SPECIAL USE Permit.

C. Minimum Standard Conditions for Separations for BIG DATA CENTER from adjacent USES and STRUCTURES

The location of each BIG DATA CENTER shall provide the following required separations as measured from the exterior of the above ground portion of the BIG DATA CENTER STRUCTURES and equipment including fencing:

- (1) BIG DATA CENTER fencing shall be set back from the street centerline a minimum of 40 feet from a MINOR STREET and a minimum 55 feet from a COLLECTOR STREET and a minimum of 60 feet from a MAJOR STREET unless a greater separation is required for screening pursuant to Section 6.1.5M.2.a. but in no case shall the perimeter fencing be less than 10 feet from the RIGHT OF WAY of any STREET.
- (2) For any adjacent LOT that is 10 acres or less in area (not including the STREET RIGHT OF WAY):
 - (a) For any adjacent LOT that is bordered (directly abutting and/or across the STREET) on no more than two sides by the BIG DATA CENTER, the separation shall be no less than 240 feet from the property line.
 - (b) For any adjacent LOT that is bordered (directly abutting and/or across the STREET) on more than two sides by the BIG DATA CENTER, the separation shall exceed 240 feet as deemed necessary by the BOARD.
- (3) For any adjacent LOT that is more than 10 acres in area (not including the STREET RIGHT OF WAY), the separation shall be no less than 255 feet from any existing DWELLING or existing PRINCIPAL BUILDING and otherwise the perimeter fencing shall be a minimum of 10 feet from a SIDE or REAR LOT LINE. This

separation distance applies to properties that are adjacent to or across a STREET from a BIG DATA CENTER.

(4) Additional separation may be required to ensure that the noise level required by 35 Ill. Admin. Code Parts 900, 901 and 910 is not exceeded or for other purposes deemed necessary by the BOARD.

(5) A separation of at least 500 feet between substations and transmission lines of greater than 34.5 kVA to adjacent dwellings and residential DISTRICTS.

D. Standard Conditions for Design and Installation of any BIG DATA CENTER.

(1) Any building that is part of a BIG DATA CENTER shall include as a requirement for a Zoning Compliance Certificate, a certification by an Illinois Professional Engineer or Illinois Licensed Structural Engineer or other qualified professional that the constructed building conforms to Public Act 103-0510 regarding building code compliance and also conforms to the Illinois Accessibility Code.

(2) Electrical Components

a. All electrical components of the BIG DATA CENTER shall conform to the National Electrical Code as amended and shall comply with Federal Communications Commission (FCC) requirements.

b. Burying power and communication wiring underground shall be minimized consistent with best management practice regarding BIG DATA CENTER construction and minimizing impacts on agricultural drainage tile.

(3) Maximum Height. The height limitation established in Section 5.3 shall not apply to a BIG DATA CENTER. The maximum height of all above ground STRUCTURES shall be identified in the application and as approved in the County Board SPECIAL USE Permit.

(4) Warnings. A reasonably visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.

(5) No construction may intrude on any easement or right-of-way for a GAS PIPELINE or HAZARDOUS LIQUID PIPELINE, an underground water main or sanitary sewer, a drainage district ditch or tile, or any other public utility facility unless specifically

authorized by a crossing agreement that has been entered into with the relevant party.

E. Standard Conditions to Protect Agricultural Drainage

- a. The applicant shall endeavor to locate all existing agricultural drainage tile prior to establishing any construction staging areas, construction of any necessary BIG DATA CENTER access lanes or driveways, construction of any BIG DATA CENTER STRUCTURES, any common switching stations, substations, and installation of underground wiring or cabling. The applicant shall contact affected landowners and tenants and the Champaign County Soil and Water Conservation District and any relevant drainage district for their knowledge of tile line locations prior to the proposed construction. Drainage districts shall be notified at least two weeks prior to disruption of tile.
- b. The location of drainage district tile lines shall be identified prior to any construction and drainage district tile lines shall be protected from disturbance as follows:
 - (a) All identified drainage district tile lines and any known existing drainage district tile easement shall be staked or flagged prior to construction to alert construction crews of the presence of drainage district tile and the related easement.
 - (b) Any drainage district tile for which there is no existing easement shall be protected from disturbance by a 30 feet wide no-construction buffer on either side of the drainage district tile. The no-construction buffer shall be staked or flagged prior to the start of construction and shall remain valid for the lifetime of the BIG DATA CENTER County Board SPECIAL USE Permit and during any deconstruction activities that may occur pursuant to the BIG DATA CENTER County Board SPECIAL USE Permit.
 - (c) Construction shall be prohibited within any existing drainage district easement and also prohibited within any 30 feet wide no-construction buffer on either side of drainage district tile that does not have an existing easement unless specific construction is authorized in writing by all commissioners of the relevant drainage district. A copy of the written authorization shall be provided to the Zoning Administrator prior to the commencement of construction.

Attachment A. Proposed Text Amendment
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- c. Any agricultural drainage tile located underneath construction staging areas, access lanes, driveways, any common switching stations, and substations shall be replaced as required in Section 6.3 of the Champaign County Storm Water Management and Erosion Control Ordinance.
- d. Any agricultural drainage tile that must be relocated shall be relocated as required in the Champaign County Storm Water Management and Erosion Control Ordinance.
- e. Conformance of any relocation of drainage district tile with the Champaign County Storm Water Management and Erosion Control Ordinance shall be certified by an Illinois Professional Engineer. Written approval by the drainage district shall be received prior to any backfilling of the relocated drain tile and a copy of the approval shall be submitted to the Zoning Administrator. As-built drawings shall be provided to both the relevant drainage district and the Zoning Administrator of any relocated drainage district tile.
- f. All tile lines that are damaged, cut, or removed shall be staked or flagged in such manner that they will remain visible until the permanent repairs are completed.
- g. All exposed tile lines shall be screened or otherwise protected to prevent the entry into the tile of foreign materials, loose soil, small mammals, etc.
- h. Permanent tile repairs shall be made within 14 days of the tile damage provided that weather and soil conditions are suitable or a temporary tile repair shall be made. Immediate temporary repair shall also be required if water is flowing through any damaged tile line. Temporary repairs are not needed if the tile lines are dry and water is not flowing in the tile provided the permanent repairs can be made within 14 days of the damage.
- i. All damaged tile shall be repaired so as to operate as well after construction as before the construction began.
- j. Following completion of the BIG DATA CENTER construction, the applicant shall be responsible for correcting all tile line repairs that fail, provided that the failed repair was made by the Applicant.

F. Standard Conditions for Use of Public Streets

Any BIG DATA CENTER Applicant proposing to use any County Highway or a township or municipal STREET for the purpose of transporting BIG DATA CENTER or Substation parts and/or equipment for construction, operation, or maintenance of the BIG DATA CENTER or Substation(s), shall identify all such public STREETS and pay the costs of any necessary permits and the costs to repair any damage to the STREETS caused by the BIG DATA CENTER construction, as follows:

- (1) Prior to the close of the public hearing before the BOARD, the Applicant shall enter into a Roadway Upgrade and Maintenance agreement approved by the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, except for any BIG DATA CENTER for which the relevant highway authority has agreed in writing to waive the requirements of subparagraphs 6.1.9F.1, 6.1.9F.2, and 6.1.9F.3, and the signed and executed Roadway Upgrade and Maintenance agreements must provide for the following minimum conditions:
 - a. The applicant shall agree to conduct a pre- BIG DATA CENTER construction baseline survey to determine existing STREET conditions for assessing potential future damage including the following:
 - (a) A videotape of the affected length of each subject STREET supplemented by photographs if necessary.
 - (b) Pay for costs of the County to hire a consultant to make a study of any structure on the proposed route that the County Engineer feels may not carry the loads likely during the BIG DATA CENTER construction.
 - (c) Pay for any strengthening of STREET structures that may be necessary to accommodate the proposed traffic loads caused by the BIG DATA CENTER construction.
 - b. The Applicant shall agree to pay for costs of the County Engineer to hire a consultant to make a study of any structure on the proposed route that the County Engineer feels may not carry the loads likely during the BIG DATA CENTER construction and pay for any strengthening of

structures that may be necessary to accommodate the proposed traffic loads caused by the BIG DATA CENTER construction.

- c. The Applicant shall agree upon an estimate of costs for any other necessary roadway improvements prior to construction.
- d. The Applicant shall obtain any necessary approvals for the STREET improvements from the relevant STREET maintenance authority.
- e. The Applicant shall obtain any necessary Access Permits including any required plans.
- f. The Applicant shall erect permanent markers indicating the presence of underground cables.
- g. The Applicant shall install marker tape in any cable trench.
- h. The Applicant shall become a member of the Illinois statewide One-Call Notice System (otherwise known as the Joint Utility Locating Information for Excavators or “JULIE”) and provide JULIE with all of the information necessary to update its record with respect to the BIG DATA CENTER.
- i. The Applicant shall use directional boring equipment to make all crossings of County Highways for the cable collection system.
- j. The Applicant shall notify the STREET maintenance authority in advance of all oversize moves and crane crossings.
- k. The Applicant shall provide the County Engineer with a copy of each overweight and oversize permit issued by the Illinois Department of Transportation for the BIG DATA CENTER construction.
- l. The Applicant shall transport the BIG DATA CENTER loads so as to minimize adverse impact on the local traffic including farm traffic.
- m. The Applicant shall schedule BIG DATA CENTER construction traffic in a way to minimize adverse impacts

Attachment A. Proposed Text Amendment
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on emergency response vehicles, rural mail delivery, school bus traffic, and local agricultural traffic.

- n. The Applicant shall provide as much advance notice as is commercially reasonable to obtain approval of the STREET maintenance authority when it is necessary for a STREET to be closed due to a crane crossing or for any other reason. Notwithstanding the generality of the aforementioned, the Applicant will provide 48 hours notice to the extent reasonably practicable.
- o. The Applicant shall provide signs indicating all highway and STREET closures and work zones in accordance with the Illinois Department of Transportation Manual on Uniform Traffic Control Devices.
- p. The Applicant shall establish a single escrow account and a single Irrevocable Letter of Credit for the cost of all STREET upgrades and repairs pursuant to the BIG DATA CENTER construction.
- q. The Applicant shall notify all relevant parties of any temporary STREET closures.
- r. The Applicant shall obtain easements and other land rights needed to fulfill the Applicant's obligations under this Agreement.
- s. The Applicant shall agree that the County shall design all STREET upgrades in accordance with the most recent edition of the IDOT Bureau of Local Roads and Streets Manual.
- t. The Applicant shall provide written Notice to Proceed to the relevant STREET maintenance authority by December 31 of each year that identifies the STREETS to be upgraded during the following year.
- u. The Applicant shall provide dust control and grading work to the reasonable satisfaction of the County Engineer on STREETS that become aggregate surface STREETS.
- v. The Applicant shall conduct a post- BIG DATA CENTER construction baseline survey similar to the pre- BIG DATA CENTER construction baseline survey to identify the

extent of repairs necessary to return the STREETS to the pre- BIG DATA CENTER construction condition.

- w. The Applicant shall pay for the cost of all repairs to all STREETS that are damaged by the Applicant during the construction of the BIG DATA CENTER and restore such STREETS to the condition they were in at the time of the pre- BIG DATA CENTER construction inventory.
- x. All BIG DATA CENTER construction traffic shall exclusively use routes designated in the approved Transportation Impact Analysis.
- y. The Applicant shall provide liability insurance in an acceptable amount to cover the required STREET construction activities.
- z. The Applicant shall pay for the present worth costs of life consumed by the construction traffic as determined by the pavement management surveys and reports on the roads which do not show significant enough deterioration to warrant immediate restoration.
 - aa. Provisions for expiration date on the agreement.
 - bb. Other conditions that may be required.

(2) A condition of the County Board SPECIAL USE Permit approval shall be that the Zoning Administrator shall not authorize a Zoning Use Permit for the BIG DATA CENTER until the County Engineer and State's Attorney, or Township Highway Commissioner, or municipality where relevant, has approved a Transportation Impact Analysis provided by the Applicant and prepared by an independent engineer that is mutually acceptable to the Applicant and the County Engineer and State's Attorney, or Township Highway Commissioner, or municipality where relevant, that includes the following:

- a. Identify all such public STREETS or portions thereof that are intended to be used by the Applicant during construction of the BIG DATA CENTER as well as the number of loads, per axle weight of each load, and type of equipment that will be used to transport each load.
- b. A schedule of the across road culverts and bridges affected by the project and the recommendations as to actions, if

any, required with respect to such culverts and bridges and estimates of the cost to replace such culverts and bridges.

- c. A schedule of the anticipated STREET repair costs to be made in advance of the BIG DATA CENTER construction and following construction of the BIG DATA CENTER.
- d. The Applicant shall reimburse the County Engineer, or Township Highway Commissioner, or municipality where relevant, for all reasonable engineering fees including the cost of a third-party consultant, incurred in connection with the review and approval of the Transportation Impact Analysis.

(3) At such time as decommissioning takes place, the Applicant or its successors in interest shall enter into a Roadway Use and Repair Agreement with the appropriate highway authority.

G. Standard Conditions for Coordination with Local Fire Protection District

- (1) The Applicant shall submit to the local fire protection district a copy of the site plan.
- (2) Upon request by the local fire protection district, the Owner or Operator shall cooperate with the local fire protection district to develop the fire protection district's emergency response plan.
- (3) Nothing in this section shall alleviate the need to comply with all other applicable fire laws and regulations.

H. Standard Conditions for Allowable Noise Level

- (1) Noise levels from any BIG DATA CENTER shall be in compliance with the applicable Illinois Pollution Control Board (IPCB) regulations (35 Illinois Administrative Code, Subtitle H: Noise, Parts 900, 901, 910).
- (2) The Applicant shall submit manufacturer's sound power level characteristics and other relevant data regarding noise characteristics of proposed BIG DATA CENTER equipment necessary for a competent noise analysis.
- (3) The Applicant, through the use of a qualified professional, as part of the siting approval application process, shall appropriately demonstrate compliance with the above noise requirements as follows:

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- a. The SPECIAL USE Permit application for a BIG DATA CENTER shall include a noise analysis that includes the following:
 - (a) The pre-development 24-hour ambient background sound level shall be identified at representative locations near the site of the proposed BIG DATA CENTER.
 - (b) Computer modeling shall be used to generate the anticipated sound level resulting from the operation of the proposed BIG DATA CENTER within 1,500 feet of the proposed BIG DATA CENTER.
 - (c) Results of the ambient background sound level monitoring and the modeling of anticipated sound levels shall be clearly stated in the application and the application shall include a map of the modeled noise contours within 1,500 feet of the proposed BIG DATA CENTER.
 - (d) The application shall also clearly state the assumptions of the computer model's construction and algorithms so that a competent and objective third party can as simply as possible verify the anticipated sound data and sound levels.
- (4) After construction of the BIG DATA CENTER, the Zoning Administrator shall take appropriate enforcement action as necessary to investigate noise complaints in order to determine the validity of the complaints and take any additional enforcement action as proves warranted to stop any violation that is occurring, including but not limited to the following:
 - a. The Zoning Administrator shall make the Environment and Land Use Committee aware of complaints about noise that have been received by the Complaint Hotline.
 - b. If the Environment and Land Use Committee determines that the noise is excessive, the Environment and Land Use Committee shall require the Owner or Operator to take responsible steps to mitigate the excessive noise.

I. Standard Conditions for Endangered Species Consultation

The Applicant shall apply for consultation with the Endangered Species Program of the Illinois Department of Natural Resources. The Application shall include a copy of the Agency Action Report from the Endangered Species Program of the Illinois Department of Natural Resources or, if applicable, a copy of the Detailed Action Plan Report submitted to the Endangered Species Program of the Illinois Department of Natural Resources and a copy of the response from the Illinois Department of Natural Resources.

J. Standard Conditions for Historic and Archaeological Resources Review

The Applicant shall apply for consultation with the State Historic Preservation Officer of the Illinois Department of Natural Resources. The Application shall include a copy of the Agency Action Report for the State Historic Preservation Officer of the Illinois Department of Natural Resources.

K. Standard Conditions for Acceptable Wildlife Impacts

The BIG DATA CENTER shall be located, designed, constructed, and operated so as to avoid and if necessary mitigate the impacts to wildlife to a sustainable level of mortality.

L. Screening and Fencing

(1) Perimeter fencing

- a. BIG DATA CENTER equipment and structures shall be fully enclosed and secured by a fence with a minimum height of 7 feet.
- b. Knox boxes and keys shall be provided at locked entrances for emergency personnel access.
- c. Vegetation between the fencing and the LOT LINE shall be maintained such that NOXIOUS WEEDS are controlled or eradicated consistent with the Illinois Noxious Weed Law (505 ILCS 100/1 et. seq.). Management of the vegetation shall be explained in the application.

(2) Screening

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- a. A visual screen shall be provided around the perimeter of the BIG DATA CENTER as follows:
 - (a) The visual screen shall be provided for any part of the BIG DATA CENTER that is visible to and located within 1,000 feet of an existing DWELLING or residential DISTRICT except that the visual screen may not be required within the full 1,000 feet of an existing DWELLING or residential DISTRICT provided the Applicant submits a landscape plan prepared by an Illinois Registered Landscape Architect and the BOARD finds that the visual screen in the landscape plan provides adequate screening. However, the visual screen shall not be required if the BIG DATA CENTER is not visible to a DWELLING or residential DISTRICT by virtue of the existing topography.
 - (b) The visual screen shall be waived if the owner(s) of a relevant DWELLING(S) have agreed in writing to waive the screening requirement and a copy of the written waiver is submitted to the BOARD or GOVERNING BODY.
 - (c) The visual screen shall be a vegetated buffer as follows:
 - i. A vegetated visual screen buffer that shall include a continuous line of native evergreen foliage and/or native shrubs and/or native trees and/or any existing wooded area and/or plantings of tall native greases and other native flowering plants and/or an area of agricultural crop production that will conceal the BIG DATA CENTER from view from adjacent abutting property may be authorized as an alternative visual screen subject to specific conditions.
 - ii. Any vegetation that is part of the approved visual screen buffer shall be maintained in perpetuity of the BIG DATA CENTER. If the evergreen foliage below a height of 7 feet disappears over time, the screening shall be replaced.

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- iii. The continuous line of native evergreen foliage and/or native shrubs and/or native trees shall be planted at a minimum height of 5 feet tall and shall be planted in multiple rows as required to provide a 50% screen within 2 years of planting. The planting shall otherwise conform to Natural Resources Conservation Service Practice Standard 380 Windbreak/Shelterbreak Establishment except that the planting shall be located as close as possible to the BIG DATA CENTER fence while still providing adequate clearance for maintenance.
- iv. A planting of tall native grasses and other native flowing plants may be used as a visual screen buffer for any BIG DATA CENTER installation that is no more than 8 feet tall provided that the width of planting shall be authorized by the BOARD and the planting shall otherwise be planted and maintained per the recommendations of the Natural Resources Conservation Service Practice Standard 327 Conservation Cover and further provided that the BIG DATA CENTER perimeter fence is opaque.
- v. An area of agricultural crop production may also be authorized by the BOARD as an alternative visual screen buffer with a width of planting as authorized by the BOARD provided that the BIG DATA CENTER perimeter fence is opaque. Any area of crop production that is used as a vegetated visual screen shall be planted annually and shall be replanted as necessary to ensure a crop every year regardless of weather or market conditions.
- vi. Any vegetated screen buffer shall be detailed in a landscape plan drawing that shall be included with the BIG DATA CENTER County Board SPECIAL USE Permit application.

M. Standard Condition for Liability Insurance

- (1) The Owner or Operator of the BIG DATA CENTER shall maintain a current general liability policy covering bodily injury and property damage with minimum limits of at least \$5 million per occurrence and \$5 million in the aggregate.
- (2) The general liability policy shall identify landowners in the SPECIAL USE Permit as additional insured.

N. Water Use

- (1) The use of ground water and/or use of water from a PUBLIC WATER SUPPLY SYSTEM for cooling the processors, other equipment, and the buildings in the BIG DATA CENTER shall be limited to closed-loop cooling systems.
- (2) The SPECIAL USE Permit application shall include the following:
 - a. A description of the proposed cooling system for the processors, other equipment, and the buildings in the BIG DATA CENTER.
 - b. An estimate of the Total Direct Water Usage for cooling the processors, other equipment, and the buildings in the BIG DATA CENTER. The estimate shall include the amounts of ground water and/or water from a PUBLIC WATER SUPPLY SYSTEM to be used for cooling the processors, other equipment, and the buildings.
 - c. A water withdrawal plan detailing proposed ground water withdrawals and use.
 - d. A written explanation by an Illinois Professional Engineer of how the use of ground water and/or the use of water from a PUBLIC WATER SUPPLY SYSTEM for cooling the processors, other equipment and the buildings in the BIG DATA CENTER shall be minimized as much as possible.
 - e. An explanation of how water used for cooling will be disposed of and how disposal of coolant water will be consistent with National Pollutant Discharge Elimination System (NPDES) standards and requirements.

f. The BOARD may request copies of well records from the Illinois State Water Survey and may require an estimate by a qualified hydrogeologist of the likely impact on adjacent water wells.

O. Energy Use and Impact on the Electrical Grid

The SPECIAL USE Permit application shall include a written explanation of the anticipated impacts that the proposed BIG DATA CENTER may have on electric power grid reliability and electricity pricing.

P. Operational Standard Conditions

(1) Maintenance

- a. The Owner or Operator of the BIG DATA CENTER must submit, on an annual basis, a summary of operation and maintenance reports to the Environment and Land Use Committee and any other operation and maintenance reports as the Environment and Land Use Committee reasonably requests.
- b. Any physical modification to the BIG DATA CENTER that increases the number of solar conversion devices or structures and/or the land area occupied by the BIG DATA CENTER shall require a new County BOARD SPECIAL USE Permit. Like-kind replacements shall not require recertification nor will replacement of transformers, cabling, etc. provided replacement is done in fashion similar to the original installation.

(2) Materials Handling, Storage and Disposal

- a. All solid wastes related to the construction, operation and maintenance of the BIG DATA CENTER shall be removed from the site promptly and disposed of in accordance with all Federal, State and local laws.
- b. All hazardous materials related to the construction, operation and maintenance of the BIG DATA CENTER shall be handled, stored, transported and disposed of in accordance with all applicable local, State and Federal laws.

(3) Vegetation management

- a. The BIG DATA CENTER SPECIAL USE Permit application shall include a weed control plan for the total area of the SPECIAL USE Permit including areas both inside of and outside of the perimeter fencing.
- b. The weed control plan shall ensure the control and/or eradication of NOXIOUS WEEDS consistent with the Illinois Noxious Weed Law (55 ILCS 100/1 et. seq.).
- c. The weed control plan shall be explained in the application.

Q. Standard Conditions for Expiration of BIG DATA CENTER COUNTY Board SPECIAL USE Permit

A BIG DATA CENTER COUNTY Board SPECIAL USE Permit designation shall expire in 10 years if no Zoning Use Permit is granted.

R. Application Requirements

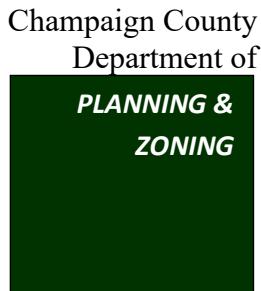
- (1) In addition to all other information required on the SPECIAL USE Permit application and required by Section 9.1.11A.2., the application shall contain or be accompanied by the following information:
 - a. A BIG DATA CENTER Project Summary, including, to the extent available:
 - (a) A general description of the project, including its approximate AC generating capacity; the maximum number and type of processors, and the potential equipment manufacturer(s).
 - (b) The specific proposed location of the BIG DATA CENTER including all tax parcels on which the BIG DATA CENTER will be constructed.
 - (c) The specific proposed location of all tax parcels required to be included in the BIG DATA CENTER COUNTY Board SPECIAL USE Permit.
 - (d) A description of the Applicant, Owner and Operator, including their respective business structures.

- b. The name(s), address(es), and phone number(s) of the Applicant(s), Owner and Operator, and all property owner(s) for the BIG DATA CENTER COUNTY Board SPECIAL USE Permit.
- c. A site plan for the BIG DATA CENTER indicating the following:
 - (a) The approximate planned location of all BIG DATA CENTER STRUCTURES, property lines (including identification of adjoining properties), required separations, public access roads and turnout locations, access driveways, solar devices, electrical inverter(s), electrical transformer(s), cabling, switching station, electrical cabling from the BIG DATA CENTER to the Substation(s), ancillary equipment, screening and fencing, third party transmission lines, meteorological station, maintenance and management facilities, and layout of all structures within the geographical boundaries of any applicable setback.
 - (b) The site plan shall clearly indicate the area of the proposed BIG DATA CENTER COUNTY Board SPECIAL USE Permit as required by subparagraph 6.1.5A.(1).
 - (c) The location of all below-ground wiring.
 - (d) The location, height, and appearance of all above-ground wiring and wiring structures.
 - (e) The separation of all BIG DATA CENTER structures from adjacent DWELLINGS and/or PRINCIPAL BUILDINGS or uses shall be dimensioned on the approved site plan and that dimension shall establish the effective minimum separation that shall be required for any Zoning Use Permit. Greater separation and somewhat different locations may be provided in the approved site plan for the Zoning Use Permit provided that the greater separation does not increase the noise impacts and/or glare that were approved in the BIG DATA CENTER COUNTY Board SPECIAL USE Permit. BIG DATA CENTER structures include substations,

third party transmission lines, maintenance and management facilities, or other significant structures.

- d. All other required studies, reports, certifications, and approvals demonstrating compliance with the provisions of this Ordinance.
- e. The BIG DATA CENTER SPECIAL USE Permit application shall include documentation that the applicant has provided a complete copy of the SPECIAL USE Permit application to any municipality within one-and-one-half miles of the proposed BIG DATA CENTER as required by Section 6.1.5B.(2)a.(b).
- f. A municipal resolution regarding the BIG DATA CENTER by any municipality located within one-and-one-half miles of the BIG DATA CENTER must be submitted to the Zoning Administrator prior to the consideration of the BIG DATA CENTER SPECIAL USE Permit by the Champaign COUNTY Board or, in the absence of such a resolution, the Zoning Administrator shall provide documentation to the COUNTY Board that any municipality within one-and-one-half miles of the BIG DATA CENTER was provided notice of the meeting dates for consideration of the proposed BIG DATA CENTER FARM SPECIAL USE Permit for both the Environment and Land Use Committee and the COUNTY Board as required by Section 6.1.5B.(2)a.(c).
- g. Documentation of an executed interconnection agreement with the appropriate electric utility shall be provided prior to issuance of a Zoning Compliance Certificate to authorize operation of the BIG DATA CENTER as required by Section 6.1.5B.(3)b.

(2) The Applicant shall notify the COUNTY of any changes to the information provided above that occurs while the COUNTY Board SPECIAL USE Permit application is pending.



Bennett Administrative Center
102 E. Main St.
Urbana, Illinois 61801

(217) 384-3708
zoningdept@
champaigncountyil.gov
www.co.champaign.il.us/zoning

TO: **Environment and Land Use Committee**

FROM: **John Hall, Zoning Administrator**

DATE: **January 29, 2026**

RE: **Authorization for a public hearing on a proposed Zoning Ordinance text amendment to establish a development moratorium on DATA CENTER with at least 10,000 square feet of processing area in Champaign County**

BACKGROUND

A text amendment has been proposed to amend the Zoning Ordinance requirements for “data center” with at least 10,000 square feet of processing area or is rated at 10 megawatts or greater to require a County Board special use permit instead of a ZBA special use permit and add certain standard conditions. A Task Force has also been requested to oversee the final development of that text amendment.

With the help of the State’s Attorney’s Office, the attached text amendment has been drafted to establish a moratorium on development of data centers with at least 10,000 square feet of processing area in Champaign County until a final text amendment can be drafted that would establish robust requirements for such activities.

The moratorium is proposed to last 12 months and may need to be extended depending upon how quickly the final text amendment can be completed.

TEXT AMENDMENT PUBLIC HEARING TIMELINE

The public hearing requires a legal advertisement in the newspaper and notice provided to all relevant municipalities. If the public hearing is authorized by ELUC on February 5, 2026, the anticipated timeline (*earliest possible dates) is as follows:

1. Public Hearing opens at the Champaign County Zoning Board of Appeals (CCZBA)	Thursday, March 12, 2026
2. Public Hearing closes at CCZBA and the CCZBA makes recommendations to the Champaign County Board	*Thursday, March 12, 2026
3. Environment and Land Use Committee of the Champaign County Board (ELUC) affirms or amends CCZBA’s recommendation	*Thursday, April 9, 2026
4. Environment and Land Use Committee of the Champaign County Board makes a recommendation to the Champaign County Board	**Thursday, April 9, 2026
5. Champaign County Board makes a final determination	*Thursday, April 23, 2026

* earliest anticipated dates of action

** this date presumes no need to hold the text amendment at ELUC for one month for municipal comment

ATTACHMENTS

A Proposed text amendment

ATTACHMENT A: PROPOSED TEXT AMENDMENT

1. Amend Section 5.2 as follows:

SECTION 5.2 TABLE OF AUTHORIZED PRINCIPAL USES

Principal USES	Zoning DISTRICTS														
	CR	AG-	AG-	R-1	R-2	R-3	R-4	R-5	B-1	B-2	B-3	B-4	B-5	I-1	I-2
Business Uses: Business, Private, Educational, and Financial Services															
DATA CENTER				S³²									S³²		S³²

Footnotes

32. See Section 5.6 for details on the Development Moratorium on DATA CENTER with at least 10,000 square feet of processing area.
3. **Add new Section 5.6 Development Moratorium DATA CENTER with more than 10,000 square feet of processing area as follows:**

5.6 Development Moratorium on DATA CENTER at least 10,000 square feet of processing area as follows:

5.6.1 Purpose and Intent

The purpose and intent of this Development Moratorium on DATA CENTER with at least 10,000 square feet of processing area is as follows:

- A. Temporarily prohibit DATA CENTER, as defined in Section 3, with at least 10,000 square feet of processing area, within the boundaries of Champaign County.
- B. For the purpose of allowing the Champaign County Board time to conduct research on the impact of DATA CENTERS with at least 10,000 square feet of processing area on the quality and safety of groundwater resources, so that the Champaign County Board may adopt comprehensive ordinance(s) regulating DATA CENTERS with at least 10,000 square feet of processing area within its borders.

5.6.2 Duration of this Moratorium

This Development Moratorium on DATA CENTERS with at least 10,000 square feet of processing area will expire 12 months, or 365 days, after its effective date.

5.6.3 Activities Impacted by this Moratorium

- A. Any DATA CENTER with at least 10,000 square feet of processing area that is proposed after the effective date of this moratorium will not be

Attachment A. Proposed text amendment

JANUARY 29, 2026

approved by Champaign County until the expiration or revocation of this temporary moratorium.

- B. Any DATA CENTER with at least 10,000 square feet of processing area that is pending, as of the effective date of this moratorium, will be held in abeyance until the 12 month-long moratorium has expired or been revoked.

To: **Champaign County Environment & Land Use Committee**

From: **John Hall, Zoning Administrator**
Charlie Campo, Senior Planner

Date: **January 26, 2026**

RE: **Recommendation for County Board Special Use Permit
Cases 175-S-25**

Petitioner: **Champaign CSG 1 LLC, c/o Dimension RE LLC, via agent Daniel Solorzano, and participating landowner Foersterling Farm LLC**

Request: **Case 175-S-25**
Authorize a Community PV Solar Farm with a total nameplate capacity of 3 megawatts (MW), including access roads and wiring, in the AG-1 Agriculture Zoning District, and including the following waivers of standard conditions:

Part A: A waiver for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality with a zoning ordinance and one-half mile from a municipal boundary per Section 6.1.5 B.(2)a.(a).

Part B: A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Zoning Board of Appeals, per Section 6.1.5 G.(1).

Part C: A waiver for locating utility poles, driveways or any other construction within an easement for drainage ditch or gas pipeline or hazardous liquid pipeline unless specifically authorized by a crossing agreement that has been entered into with the relevant party per Section 6.1.5 E. (5).

Location: **Approximately 35 acres lying south and east of the Copper Slough drainage ditch on a 202-acre tract of land with PIN 03-20-30-100-002 on the South side of Windsor Road, in township 19 north, range 8 east of the third principal meridian in Champaign Township, commonly known as farmland owned by Foersterling Farms LLC .**

BACKGROUND

The petitioner applied for a Special Use Permit to construct a 3.0 (MW) Community Photovoltaic (PV) Solar Farm on a 35-acre site on the south side of Windsor Rd in Champaign Township. The petitioners request waivers from standard conditions for the Special Use Permit. A PV Solar Farm located less than one and one-half miles from an incorporated municipality is required to have a minimum of two public hearings held 28 days apart, before the Zoning Board of Appeals (ZBA) unless that requirement is waived by the municipality. The project is then required to be heard at two Environment and Land Use Committee (ELUC) meetings unless that requirement is waived by the municipality before it can move on to final determination by the County Board. The City of Champaign has not submitted a waiver for this requirement. Public Act 102-1123 requires a final decision within 30 days of the close of a public hearing for a solar farm.

STATUS

The ZBA held public hearings on this case on September 25, 2025, November 13, 2025, and has a third public hearing scheduled for January 29, 2026. The ZBA can take action on the case at the January 29, 2026, meeting. This case is being placed on the February 5, 2026, ELUC agenda so that if the ZBA takes action at their January 29, 2026 meeting the ELUC can review the case without waiting until the March 5, 2026 meeting.

ZONING ORDINANCE CONFLICT WITH 55 ILCS 5/5-12020

The Champaign County Zoning Ordinance requires two hearings at ELUC held 30 days apart to allow comments from any relevant municipal authority unless that requirement is waived by the municipal authority. State law requires the County to decide on the Special Use Permit not more than 30 days after the close of the public hearing at the ZBA.

PROJECT CONFORMANCE WITH 55 ILCS 5/5-12020

State law requires that a County must approve a development that meets the requirements of 55 ILCS 5/5-12020. This project meets those requirements. The Findings of Fact by the ZBA for this case were all affirmative.

WAIVERS

The three requested waivers to the standard conditions are as follows:

1. A waiver for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality with a zoning ordinance per Section 6.1.5 B.(2)a.(a).
 - A. Zoned municipalities do not have protest rights in Special Use Permit cases. Notice was sent by the Department to the City of Champaign. A copy of the Special Use permit application was provided to the City of Champaign. A public hearing for a PV Solar Farm within one and one-half miles of a municipality with zoning shall occur at a minimum of two Board meetings no less than 28 days apart unless the requirement is waived by the relevant municipality. The City of Champaign has not submitted a waiver for this requirement.
2. A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Zoning Board of Appeals, per Section 6.1.5 G.(1).
 - A. A Roadway Upgrade and Maintenance Agreement will be required prior to the approval of a Zoning Use Permit for construction. The petitioner has been working with the City of Champaign and Champaign Township regarding the haul route and a Roadway Upgrade and Maintenance Agreement. A Special Condition for this requirement has been included.
3. A waiver for locating utility poles, driveways or any other construction within an easement for drainage ditch or gas pipeline or hazardous liquid pipeline unless specifically authorized by a crossing agreement that has been entered into with the relevant party per Section 6.1.5 E. (5).
 - A. The Site Plan submitted prior to the November 13, 2025, public hearing showed two utility poles and the gravel entrance driveway in the easement for an underground gas pipeline.

The current Site plan submitted on December 15, 2025, shows that all utility poles have been removed from the easement and the only proposed improvement in the gas pipeline easement is the entrance driveway. A portion of the entrance driveway is also in the easement for the Drainage District ditch on the property. A waiver to allow construction in an easement has been included. A special condition has been added to require written approval from the Drainage District and the pipeline easement holder for any construction including the entrance drive in their easements prior to approval of a Zoning Use Permit.

PROPOSED SPECIAL CONDITIONS

A. **The approved site plan consists of the following documents:**
1. **Sheets EX-1 Zoning Site Plan and EX-2 Access Drive of the revised Site Plan received December 15, 2025.**

The special condition stated above is required to ensure the following:

The constructed PV SOLAR FARM is consistent with the special use permit approval.

B. **The Zoning Administrator shall not authorize a Zoning Use Permit Application or issue a Zoning Compliance Certificate on the subject property until the lighting specifications in Paragraph 6.1.2.A. of the Zoning Ordinance have been met.**

The special condition stated above is required to ensure the following:

That exterior lighting for the proposed Special Use meets the requirements established for Special Uses in the Zoning Ordinance.

C. **The Zoning Administrator shall not issue a Zoning Compliance Certificate for the proposed PV SOLAR FARM until the petitioner has demonstrated that the proposed Special Use complies with the Illinois Accessibility Code, if necessary.**

The special condition stated above is required to ensure the following:

That the proposed Special Use meets applicable state requirements for accessibility.

D. **A signed Decommissioning and Site Reclamation Plan that has been approved by the Environment and Land Use Committee is required at the time of application for a Zoning Use Permit that complies with Section 6.1.1 A. and Section 6.1.5 Q. of the Zoning Ordinance, including a decommissioning cost estimate prepared by an Illinois Professional Engineer.**

The special condition stated above is required to ensure the following:

That the Special Use Permit complies with Ordinance requirements and as authorized by waiver.

E. **Roadway Upgrade and Maintenance Agreements signed by the County Highway Engineer Champaign Township Highway Commissioner and any other relevant highway jurisdiction, and approved by the Environment and Land Use Committee, or a waiver therefrom, shall be submitted at the time of application for a Zoning Use Permit.**

The special condition stated above is required to ensure the following:

To ensure full compliance with the intent of the Zoning Ordinance in a timely manner that meets the needs of the applicant.

F. **Underground drainage tile shall be investigated and identified with any necessary changes made to the solar array as follows:**

1. **A qualified Drain Tile Contractor with experience in Illinois shall be employed to investigate, repair, and install any underground drain tile.**
2. **Desktop mapping and field reconnaissance shall identify all areas where drain tiles are expected to be located based on soils, topographic elevations, ground surface channels and/or depressions, wetlands, natural drainage ingress and egress locations, and knowledge of current owners and/or current farmers.**
3. **Slit trenching shall be used to investigate the presence of mutual drainage tiles that serve upland areas under different ownership. All existing drain tiles encountered shall be logged on field mapping and repaired to the original state according to Illinois Department of Agriculture Impact Mitigation Agreement (AIMA) standards.**
4. **Drain tile routes shall be located by surface probing or electronic detection and field staked at 20 feet intervals.**
5. **All existing drain tile that are found shall be located in the field using GPS location systems and recorded on as-built plans. Record mapping shall be completed according to typical civil engineering mapping and AIMA standards.**
6. **Any tile found shall be protected from disturbance or repaired and/or relocated in a manner consistent with AIMA and the Zoning Ordinance.**
7. **All mutual drain tiles shall be protected from construction disturbance and a 40- foot wide no construction area shall be centered on all mutual drain tiles.**
8. **A Drain Tile Investigation Survey including a map of all identified drain tile and a revised site plan to reflect any changes to the layout of the solar array shall be submitted to the Zoning Administrator prior to Zoning Use Permit Approval.**
9. **Future access shall be guaranteed for maintenance of all mutual drain tiles.**

The special condition stated above is required to ensure the following:

The identification and protection of existing underground drainage tile and to allow ongoing maintenance of mutual drain tiles.

G. **The following submittals are required prior to the approval of any Zoning Use Permit for a PV SOLAR FARM:**

1. **Documentation of the solar module's unlimited 10-year warranty and the 25-year limited power warranty.**

2. An irrevocable letter of credit (or surety bond, if a waiver is received) to be drawn upon a federally insured financial institution with a minimum acceptable long term corporate debt (credit) rating of the proposed financial institution shall be a rating of "A" by S&P or a rating of "A2" by Moody's within 200 miles of Urbana or reasonable anticipated travel costs shall be added to the amount of the letter of credit.
3. A permanent soil erosion and sedimentation plan for the PV SOLAR FARM including any access road that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer.
4. Documentation regarding the seed to be used for the pollinator planting, per 6.1.5 F.(9).
5. A Transportation Impact Analysis provided by the applicant that is mutually acceptable to the Applicant and the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, as required by 6.1.5 G. 2.
6. The telephone number for the complaint hotline required by 6.1.5 S.
7. Any updates to the approved Site Plan from Case 175-S-25 per the Site Plan requirements provided in Section 6.1.5 U.1.c.

The special condition stated above is required to ensure the following:

The PV SOLAR FARM is constructed consistent with the Special Use Permit approval and in compliance with the Ordinance requirements.

H. A Zoning Compliance Certificate shall be required for the PV SOLAR FARM prior to going into commercial production of energy. Approval of a Zoning Compliance Certificate shall require the following:

1. An as-built site plan of the PV SOLAR FARM including structures, property lines (including identification of adjoining properties), as-built separations, public access road and turnout locations, substation(s), electrical cabling from the PV SOLAR FARM to the substations(s), and layout of all structures within the geographical boundaries of any applicable setback.
2. As-built documentation of all permanent soil erosion and sedimentation improvements for all PV SOLAR FARM including any access road prepared by an Illinois Licensed Professional Engineer.
3. An executed interconnection agreement with the appropriate electric utility as required by Section 6.1.5 B.(3)b.

The special condition stated above is required to ensure the following:

The PV SOLAR FARM is constructed consistent with the special use permit approval and in compliance with the Ordinance requirements.

I. **The Applicant or Owner or Operator of the PV SOLAR FARM shall comply with the following specific requirements that apply even after the PV SOLAR FARM goes into commercial operation:**

1. **Maintain the pollinator plantings in perpetuity.**
2. **Cooperate with local Fire Protection District to develop the District's emergency response plan as required by 6.1.5 H.(2).**
3. **Cooperate fully with Champaign County and in resolving any noise complaints including reimbursing Champaign County any costs for the services of a qualified noise consultant pursuant to any proven violation of the I.P.C.B. noise regulations as required by 6.1.5 I.(4).**
4. **Maintain a current general liability policy as required by 6.1.5 O.**
5. **Submit annual summary of operation and maintenance reports to the Environment and Land Use Committee as required by 6.1.5 P.(1)a.**
6. **Maintain compliance with the approved Decommissioning and Site Reclamation Plan including financial assurances.**
7. **Submit to the Zoning Administrator copies of all complaints to the telephone hotline on a monthly basis and take all necessary actions to resolve all legitimate complaints as required by 6.1.5 S.**

The special condition stated above is required to ensure the following:

Future requirements are clearly identified for all successors of title, lessees, any operator and/or owner of the PV SOLAR FARM.

J. **The PV SOLAR FARM COUNTY Board SPECIAL USE Permit designation shall expire in 10 years if no Zoning Use Permit is granted.**

The special condition stated above is required to ensure the following:

The PV SOLAR FARM is constructed in compliance with the Ordinance requirements.

K. **The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.**

The special condition stated above is required to ensure the following:

Conformance with Policy 4.2.3 of the Land Resource Management Plan.

L. **A Phase 1 archeological survey that complies with State Historic Preservation Office (SHPO) regulations including investigations or changes to the site plan recommended by the SHPO, shall be submitted at the time of application for a Zoning Use Permit.**

The special condition stated above is required to ensure the following:

Conformance with Illinois Department of Natural Resources requirements.

M. **Written approval from the Fountain Head Drainage District and the Enterprise Products Pipeline easement holder for any construction including access drives within existing easements shall be submitted prior to the approval of a Zoning Use Permit.**

The special condition stated above is required to ensure the following:

That any construction within an easement is approved by the easement holder.

N. **The terms of approval are the requirements of the current Section 6.1.5 of the Zoning Ordinance as amended January 23, 2025.**

The special condition stated above is required to ensure the following:

That the current version of the Zoning Ordinance has been referenced

ATTACHMENTS

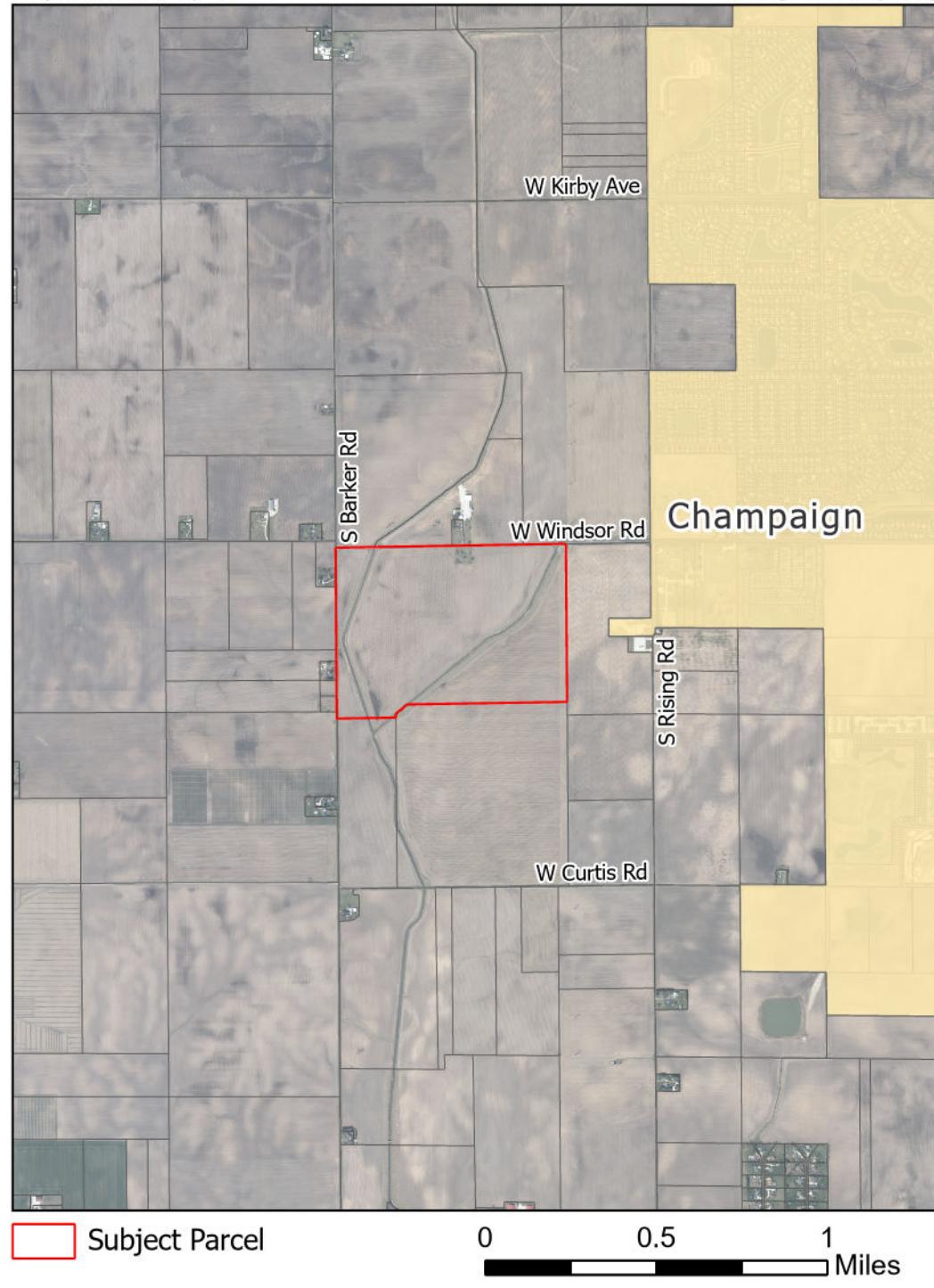
A Case Maps (Location, Land Use, Zoning)
B Revised Sheets EX-1 Zoning Site Plan and EX-2 Access Drive received December 15, 2025

Location Map

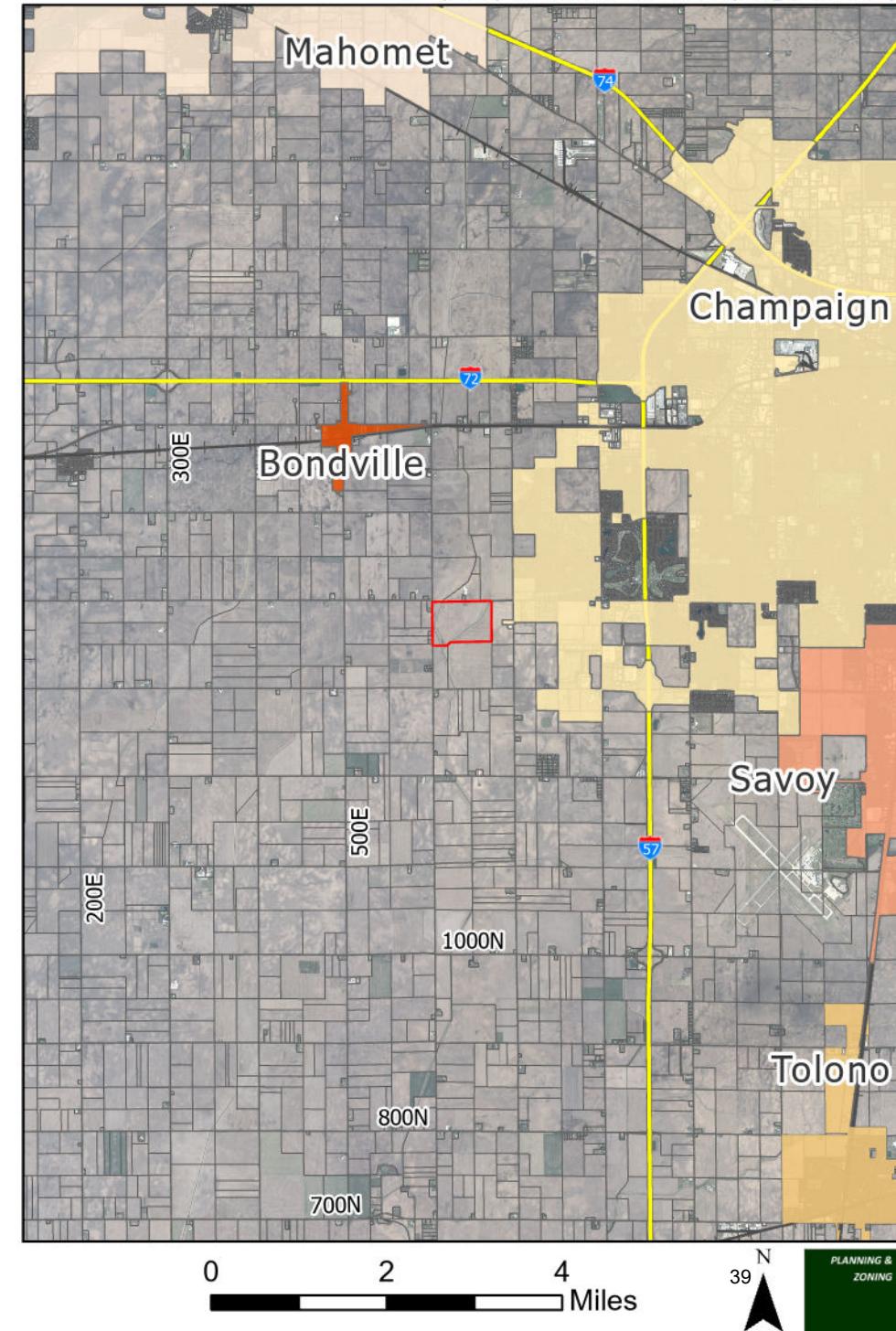
Case 175-S-25

September 25, 2025

Subject Property



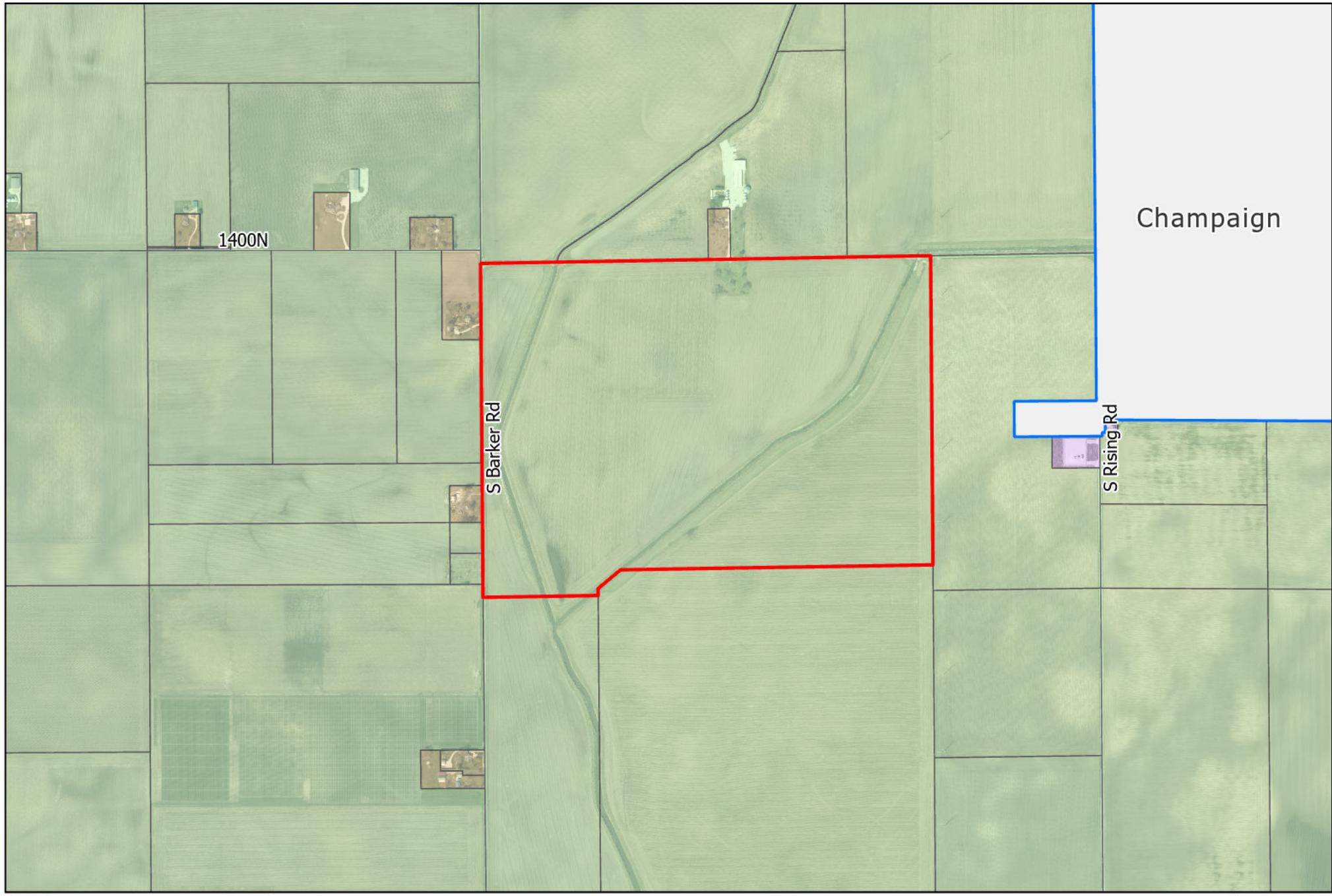
Property location in Champaign County



Land Use Map

Case 175-S-25

September 25, 2025



Subject Parcel

Residential

Agricultural

Utility

0 1,000 2,000 Feet

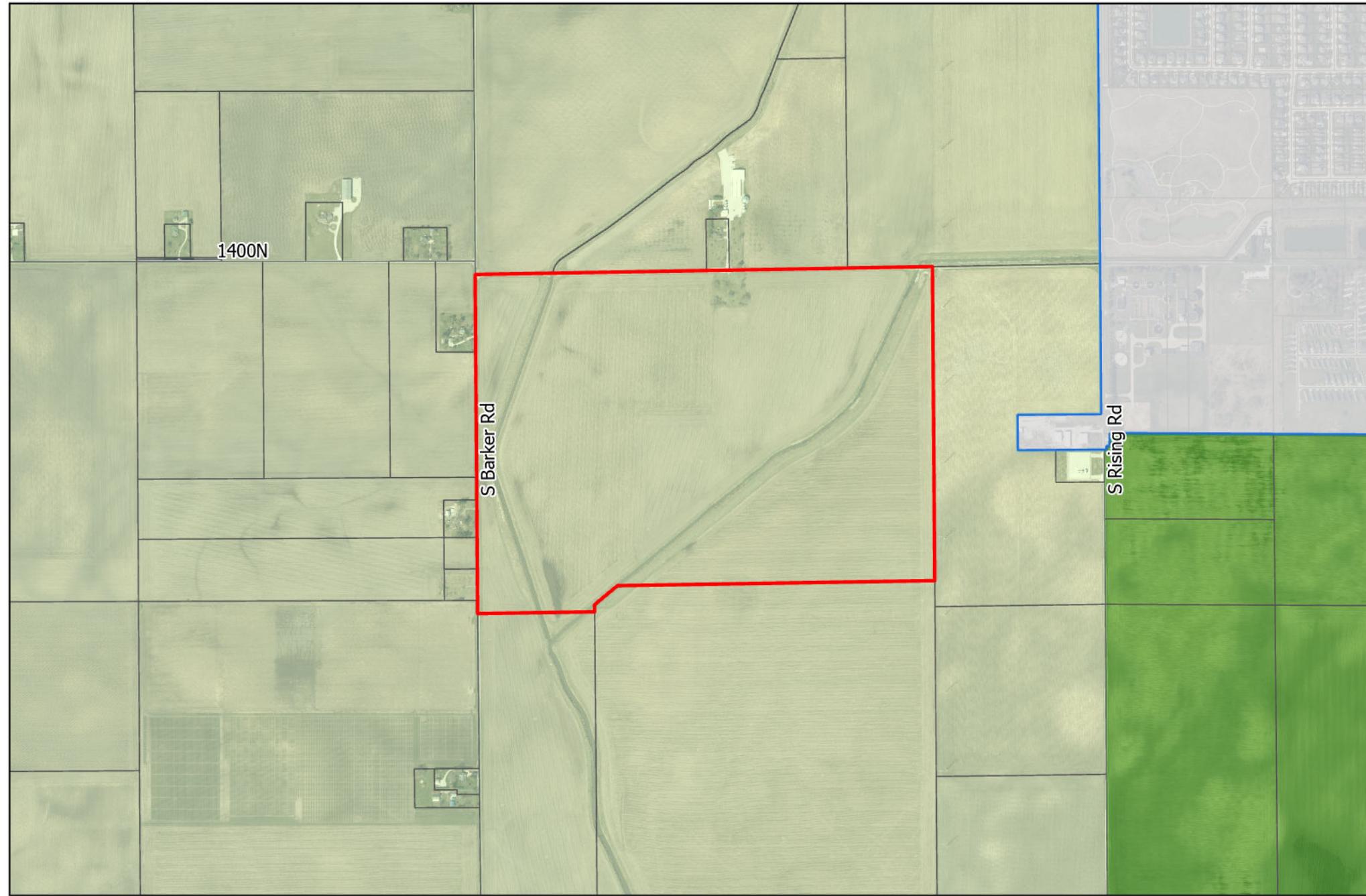
PLANNING &
ZONING



Zoning Map

Case 175-S-25

September 25, 2025



Subject Parcel

City of Champaign

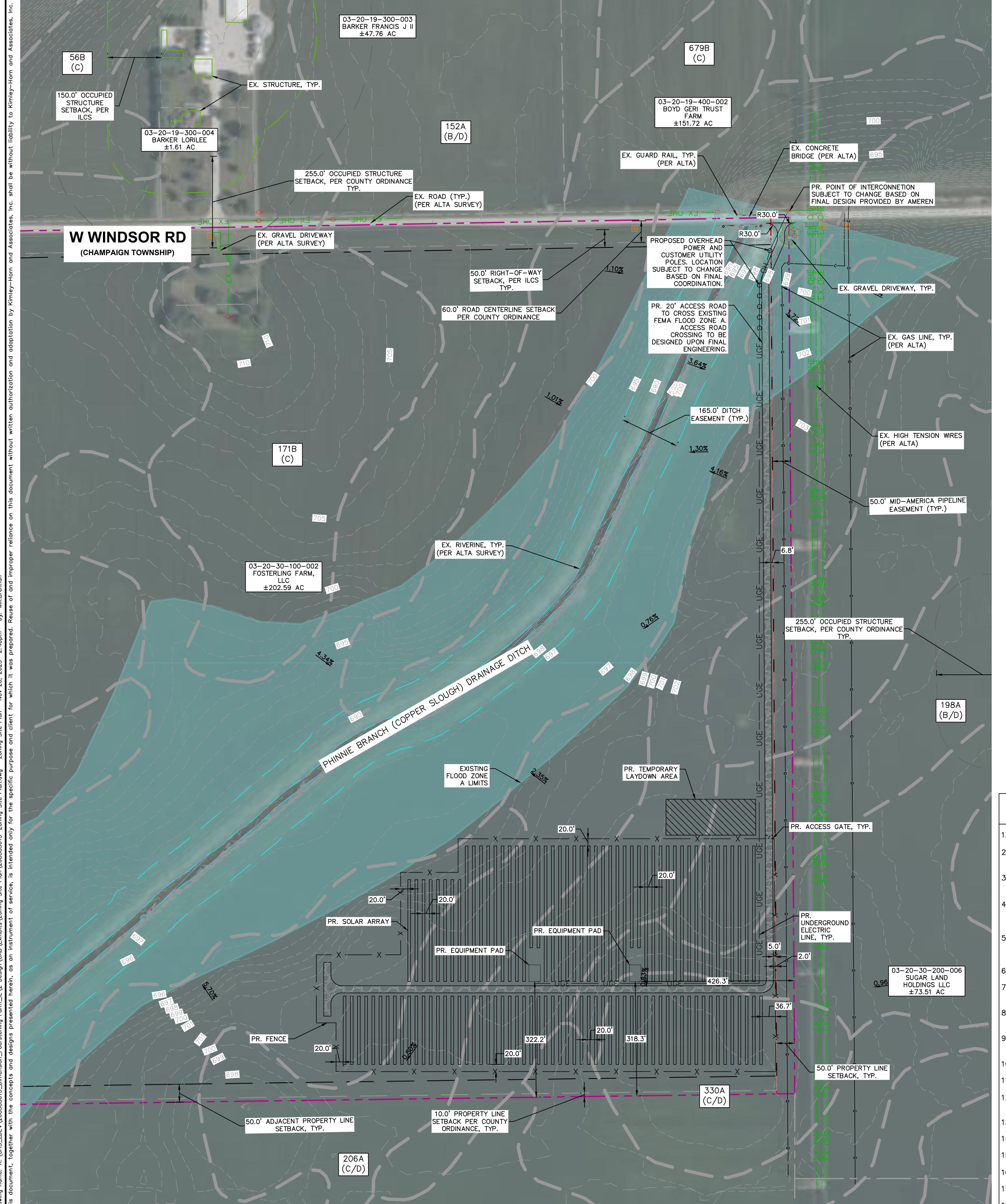
AG-1 Agriculture

AG-2 Agriculture

0 1,000 2,000 Feet

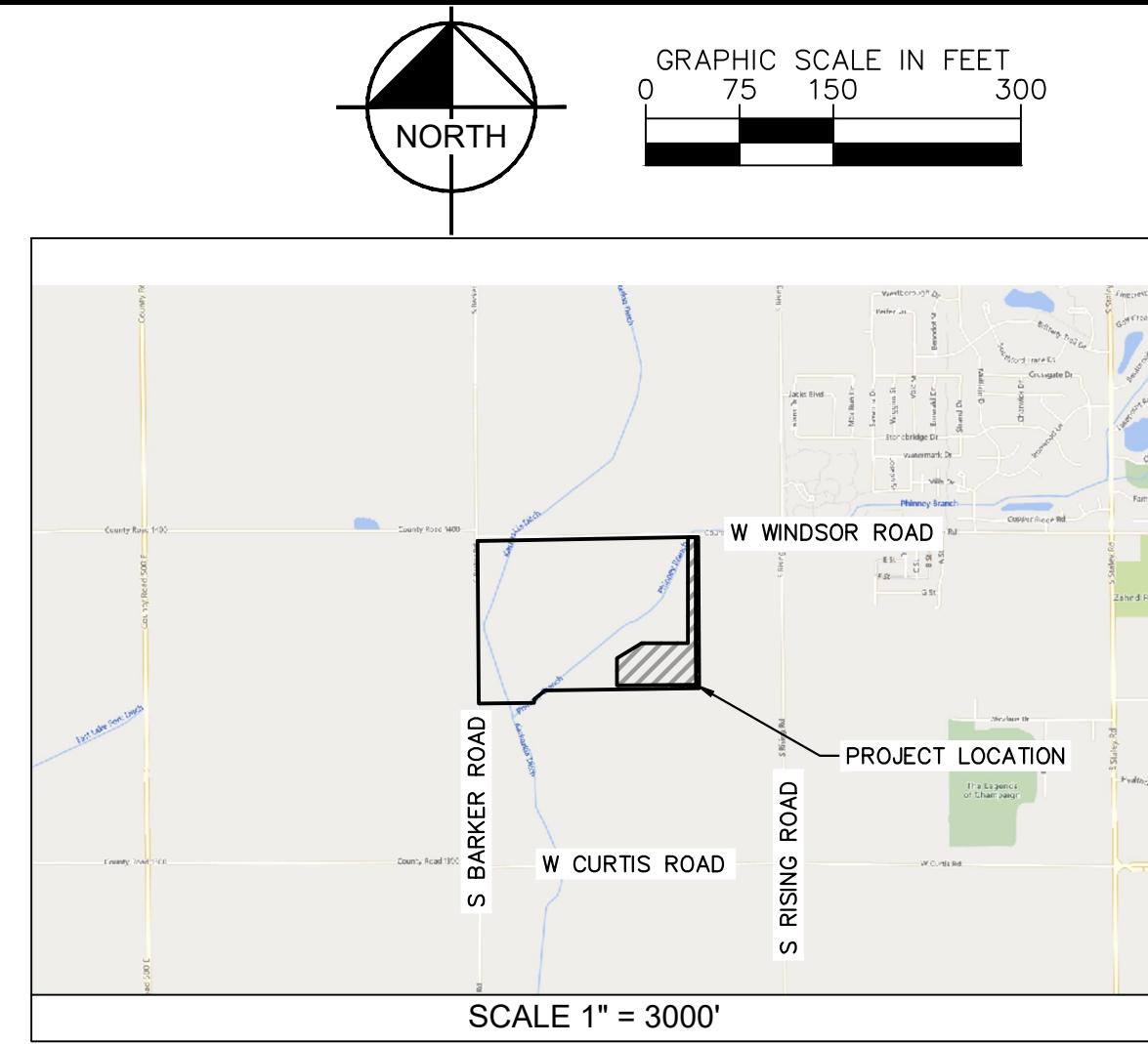
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PLANNING &
ZONING



LEGEND

ROAD NAME	ROAD LINE
PROPERTY LINE	-----
PROJECT PARCEL LINE	-----
PROPERTY SETBACK (PER ILCS)	-----
PROPERTY SETBACK (PER COUNTY ORDINANCE)	-----
ROAD CENTERLINE SETBACK (PER COUNTY ORDINANCE)	-----
RESIDENCE/STRUCTURE SETBACK (PER COUNTY ORDINANCE)	-----
ADJACENT PROPERTY LINE	-----
EX. RESIDENCE/STRUCTURE	□
RESIDENCE/STRUCTURE SETBACK (PER ILCS)	-----
EX. FLOOD ZONE A (PER ALTA)	■
EX. RIVERINE (PER ALTA)	▨
EX. OVERHEAD WIRE (TRACED PER AERIAL)	EX OHE
EX. UTILITY POLE (TRACED PER AERIAL)	○
EX. GAS LINE (PER ALTA)	○
EX. MID-AMERICA PIPELINE EASEMENT (PER ALTA)	-----
EX. SOIL BOUNDARIES (PER NRCS)	-----
EX. HIGH TENSION WIRE (PER ALTA)	OHW
EX. GRAVEL DRIVEWAY (PER ALTA)	□
EX. COMMUNICATION STRUCTURE (PER ALTA)	□
EX. STORM STRUCTURE (PER ALTA)	□
EX. STORM PIPE (PER ALTA)	-----
EX. WATER VALVE (PER ALTA)	□
EX. FENCE (PER ALTA)	×
EX. DITCH EASEMENT (PER ALTA)	-----
PR. FENCE	X
PR. ACCESS ROAD	▨
PR. UNDERGROUND ELECTRIC	UCE
PR. OVERHEAD ELECTRIC	OH
PR. EQUIPMENT PAD	□
PR. SOLAR ARRAY	RS
PR. UTILITY POLE	○



To: **Champaign County Environment & Land Use Committee**

From: **John Hall, Zoning Administrator**
Charlie Campo, Senior Planner

Date: **January 26, 2026**

RE: **Recommendation for Decommissioning and Site Reclamation Plan for
County Board Special Use Permit
Cases 175-S-25**

Petitioner: **Champaign CSG 1 LLC, c/o Dimension RE LLC, via agent Daniel
Solorzano, and participating landowner Foersterling Farm LLC**

Request: **Case 175-S-25**
**Authorize a Community PV Solar Farm with a total nameplate capacity
of 3 megawatts (MW), including access roads and wiring, in the AG-1
Agriculture Zoning District, and including the following waivers of
standard conditions:**

**Part A: A waiver for locating the PV Solar Farm less than one and
one-half miles from an incorporated municipality with a
zoning ordinance and one-half mile from a municipal
boundary per Section 6.1.5 B.(2)a.(a).**

**Part B: A waiver for not entering into a Roadway Upgrade and
Maintenance Agreement or waiver therefrom with the
relevant local highway authority prior to consideration of the
Special Use Permit by the Zoning Board of Appeals, per
Section 6.1.5 G.(1).**

**Part C: A waiver for locating utility poles, driveways or any other
construction within an easement for drainage ditch or gas
pipeline or hazardous liquid pipeline unless specifically
authorized by a crossing agreement that has been entered into
with the relevant party per Section 6.1.5 E. (5).**

Location: **Approximately 35 acres lying south and east of the Copper Slough
drainage ditch on a 202-acre tract of land with PIN 03-20-30-100-002 on
the South side of Windsor Road, in township 19 north, range 8 east of the
third principal meridian in Champaign Township, commonly known as
farmland owned by Foersterling Farms LLC.**

BACKGROUND

The petitioner applied for a Special Use Permit to construct a 3.0 (MW) Community Photovoltaic (PV) Solar Farm on a 35-acre site on the south side of Windsor Rd in Champaign Township.

There is one document needing ELUC approval per the Zoning Ordinance as part of Case 175-S-25: Section 6.1.5 Q. of the Zoning Ordinance requires a Decommissioning and Site Reclamation plan that complies with Section 6.1.1 A including a decommissioning cost estimate prepared by an Illinois Professional Engineer.

DECOMMISSIONING AND SITE RECLAMATION PLAN

P&Z Staff reviewed the Decommissioning and Site Reclamation Plan (DSRP) received on November 13, 2025, against the Zoning Ordinance requirements in Section 6.1.5 Q. Staff found the information in the DSRP to be in compliance with the Zoning Ordinance.

Staff reviewed the cost estimates in the DSRP and compared them with previously approved DSRP cost estimates and found that the cost estimates for the current case 175-S-25 were comparable.

ATTACHMENT

A Case 175-S-25 Decommissioning and Site Reclamation Plan with decommissioning cost estimate received November 13, 2025



DECOMMISSIONING AND SITE RECLAMATION PLAN

CHAMPAIGN CSG 1 LLC
CHAMPAIGN COUNTY, ILLINOIS

Prepared for:

Dimension Energy, LLC
3050 Peachtree Rd, 4th Floor
Atlanta, GA 30305

Prepared By:

Kimley»Horn
Kimley-Horn & Associates, Inc.
570 Lake Cook Rd, Suite 200
Deerfield, IL 60015
Contact: Ryan Solum, P.E.

RECEIVED
NOV 13, 2025
CHAMPAIGN COUNTY
PLANNING & ZONING

Prepared on: November 11, 2025

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- A. Opinion of Probable Construction Cost with Salvage
- B. Agricultural Impact Mitigation Agreement (AIMA)

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1.0 INTRODUCTION

Background

Champaign CSG 1 LLC, a wholly owned entity of Dimension Energy, LLC (collectively, the “**Applicant**” or “**Champaign CSG 1**” or “**Dimension**”), hereby submits this Decommissioning and Site Reclamation Plan (“**Decommissioning Plan**” or “**Plan**”) for compliance with the Agricultural Impact Mitigation Agreement and Champaign County Zoning Ordinance Section 6.1.5 to construct, operate, and maintain the Champaign CSG 1 LLC PV Solar Sarm, a proposed 3.00 MWac PV Solar Farm (Project) on approximately 16.82 acres within PIN 03-20-30-100-002 in Champaign County, Illinois. As shown in **Special Use Permit Application Exhibit B: Zoning Site Plan**, the Project’s site layout meets the required minimum road right-of-way setbacks and property line setbacks according to Champaign County Zoning Ordinance Section 6.1.5

The Project will be sited on a parcel that is approximately 202.59 acres. In existing conditions, the site is a relatively flat agricultural field.

This Decommissioning Plan (Plan) is developed in compliance with Agricultural Impact Mitigation Agreement (AIMA) and Champaign County Zoning Ordinance Section 6.1.5.

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

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

In addition, per Executed Agricultural Impact Mitigation Agreement (AIMA), the Project must be fully decommissioned within six (6) months of the end of the Project’s useful life in accordance with the decommissioning plan.

2.0 PROJECT COMPONENTS

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

Solar Photovoltaic (PV) Equipment

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

Internal Power Collection System

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

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

Earthwork

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

Roads

Permanent access to the Project will be off W Windsor Road. The site access will be constructed in accordance with Champaign County and Township requirements and the Final Civil Construction Plans. The on-site site access road is anticipated to be gravel. A culvert may be required and will be designed during Final Engineering.

Fencing

The Project site will be surrounded by a seven-foot fence. An entry gate will be provided near the site access of W Windsor Road along the improved access road.

3.0 PROJECT DECOMMISSION AND RECYCLING

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

Decommission Preparation

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

Permits and Approvals

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

PV Equipment Removal and Recycling

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

Internal Power Collection System

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

Roads

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

Fencing

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

Landscaping

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

Site Restoration

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

4.0 FUTURE LAND USE

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

During the life of the project, per section B.4 of the Champaign County PV Solar Ordinance, the owners of the subject property and the applicant, its successors in interest, and all parties to the decommission plan and site reclamation plan recognize the right of agricultural activities to continue on adjacent land outside of the project boundary as is consistent with the Right to Farm Resolution 3425

5.0 CHAMPAIGN COUNTY ZONING ORDINANCE

The following provisions are incorporated into this Decommissioning Plan by reference to Champaign County Zoning Ordinance Section 6.1.5 Subsection Q:

- Prior to issuance of the County building permit, the facility owner shall have the approval of the Decommissioning Plan to include the end of life cost estimate of decommissioning. The cost estimate shall be phased over the life of the project and increases at the inflation rate of the higher of either 2.5% or the average inflation rate of CPI-U of the three prior calendar years, at the time of approval. The base estimate should not be more than 12 months old at the time of consideration.
- Decommissioning of a Facility shall include the removal/disposition of all solar related equipment/facilities.
- All bond issuers must maintain an A+ rating by AM Best for viability and consideration of the County Board. Said revaluation must be performed by a certified third-party Professional Engineer licensed in the State of Illinois and provided for review by the County. Should the County find reason to disagree with the revaluation, the County shall retain the services of an additional State of Illinois Licensed Professional Engineer, at the cost of the Facility Owner.
- Any areas of decommissioning not specifically addressed herein or conflicting with the Department of Agriculture's Agricultural Impact Mitigation Agreement shall adhere to the "Agreement" filed with the State of Illinois.
- The construction method and techniques for the Facility and other similar facilities.
- A comprehensive detailed description of how the Facility Owner plans to pay for the Deconstruction of the Facility.

In accordance with Section 6.1.5Q.(3) of the Champaign County Zoning Ordinance the following stipulations shall apply:

- The Applicant or successor shall notify the County Board by certified mail of the commencement of voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of proceeding.
- The Applicant shall agree that the sale, assignment in fact or law, or such other transfer of applicant's financial interest in the PV SOLAR FARM shall in no way affect or change the applicant'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 PV SOLAR FARM.
- Authorization shall be provided for the County Board and its authorized representatives for right of entry onto the PV SOLAR FARM premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.
- At such time as decommissioning takes place the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.
- The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide evidence of any new, additional, or substitute financing or security agreement to the Zoning Administrator throughout the operating lifetime of the project.
- The Applicant, 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 PV SOLAR FARM or prior to ceasing production of electricity from the PV SOLAR FARM, 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.

- The decommissioning and site reclamation plan shall provide for payment of any associated costs that Champaign COUNTY may incur in the event that decommissioning is actually required. Associated costs include all administrative and ancillary costs associated with drawing upon the financial assurance and performing the reclamation work and shall include but not be limited to: attorney's fees; construction management and other professional fees; and the costs of preparing requests for proposals and bidding documents required to comply with State law or Champaign COUNTY purchasing policies.
- The depth of removal of foundation concrete below ground shall be a minimum of 54 inches. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.
- Underground electrical cables of a depth of 5 feet or greater may be left in place.
- The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:
 - The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original PV SOLAR FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade
 - The native soils excavated at the time of the original PV SOLAR FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the PV SOLAR FARM. The methods for storing the excavated native soils during the operating lifetime of the PV SOLAR FARM shall be included in the decommissioning and site reclamation plan.
 - If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist of Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.
 - An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.
- The decommissioning and site reclamation plan be deemed invalid by a court of competent jurisdiction if the PV SOLAR FARM SPECIAL USE Permit shall be deemed void.
- The Applicant shall be obligated to complete the decommissioning and site reclamation plan and to pay all associated costs shall be independent of the Applicant's obligation to provide financial assurance.
- The liability of the Applicant's failure to complete the decommissioning and site reclamation plan or any breach of the decommissioning and site reclamation plan requirement shall not be capped by the amount of financial assurance.

- If the Applicant desires to remove equipment or property credited to the estimated salvage value without the concurrent replacement of the property with property of equal or greater salvage value, or if the Applicant installs equipment or property increasing the cost of decommissioning after the PV SOLAR FARM begins to produce electricity, at any point, the Applicant shall first obtain the consent of the Zoning Administrator. If the Applicant's lien holders remove equipment or property credited to the salvage value, the Applicant shall promptly notify the Zoning Administrator. In either of these events, the total financial assurance shall be adjusted to reflect any change in total salvage value and total decommissioning costs resulting from any such removal or installation.

Section 6.1.1A.9 and Section 6.1.5Q(5)

The Zoning Administrator may draw on the funds to have said NON-ADAPTABLE STRUCTURE (the solar farm) removed when any of the following occur:

- No response is received from the land owner within thirty (30) days from initial notification by the Zoning Administrator;
- The land owner does not enter, or breaches any term of a written agreement with the COUNTY to remove said NON-ADAPTABLE STRUCTURE (the solar farm) as provided in Section 6.1.1A.8.;
- Any breach or performance failure of any provision of the decommissioning and site reclamation plan;
- The owner of record has filed a bankruptcy petition, or compromised the COUNTY's interest in the letter of credit in any way not specifically allowed by the decommissioning and site reclamation plan;
- A court of law has made a finding that a NON-ADAPTABLE STRUCTURE (the solar farm) constitutes a public nuisance;
- The owner of record has failed to replace an expiring letter of credit within the deadlines set forth in Section 6.1.1A.6. of the Zoning Ordinance; or
- Any other conditions to which the COUNTY and the land owner mutually agree, as set forth in the decommissioning and site reclamation plan.
- In the event that any PV SOLAR FARM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such PV SOLAR FARM or component
- In the event that the Owner declares the PV SOLAR FARM or any PV SOLAR FARM component to be functionally obsolete for tax purposes.
- There is a delay in the construction of any PV SOLAR FARM of more than 6 months after construction on that PV SOLAR FARM begins.
- Any PV SOLAR FARM or component thereof that appears in a state of disrepair or imminent collapse and/or creates an imminent threat to the health or safety of the public or any person.
- Any PV SOLAR FARM or component thereof that is otherwise derelict for a period of 6 months.
- The PV SOLAR FARM is in violation of the terms of the PV SOLAR FARM SPECIAL USE Permit for a period exceeding ninety (90) days.
- The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan has failed to maintain financial assurance in the form and amount required by the SPECIAL USE Permit or compromised the COUNTY's interest in the decommissioning and site reclamation plan.

- The COUNTY discovers any material misstatement of fact of misleading omission of fact made by the Applicant in the course of the SPECIAL USE Permit Zoning Case.
- The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.5D. or failed to submit it to the COUNTY within 12 consecutive months of receiving a Zoning Use Permit regardless of the efforts of the Applicant to obtain such certification
- The Zoning Administrator may, but is not required to, deem the PV SOLAR FARM abandoned, or the standards set forth above met, with respect to some, but not all, of the PV SOLAR FARM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to that portion of the PV SOLAR FARM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining PV SOLAR FARM

6.0 PROJECT DECOMMISSION COSTS AND FINANCIAL ASSURANCE

The AIMA and Champaign County Zoning Ordinance Section 6.1.5 requires the Owner and/or Operator to provide a present-day decommission cost estimate and provide the County with Financial Assurance to cover the estimated costs of Decommission of the Facility. Financial Assurance to cover the estimated costs of end of life of decommissioning of the Commercial Solar Energy Facility shall be at ten percent (10%) of the cost estimate submitted and approved by the County on or before the first anniversary of the Commercial Operation Date of the Facility. Financial assurance shall be provided in the form of a surety or like bond and on or before the sixth anniversary, the Financial Assurance shall increase to fifty percent (50%) of the end of life decommissioning cost included in the approved Plan. Following the tenth anniversary of the Commercial Operation Date, and every five years thereafter, the County may re-evaluate the Plan and associated cost estimate. On or before the eleventh anniversary of the Commercial Operation Date, and every five years thereafter, the Financial Assurance shall be increased to one hundred percent (100%) of the end of life decommissioning cost, based upon the most recently re-evaluated version of the Plan. Additional detail can be found in the Standard Solar AIMA and Solar Energy Systems Ordinance of Tazewell County. See **Appendix A: Opinion of Probable Construction Cost with Salvage**. Industry standard prices in 2025 for removal costs were determined using RS Means cost data. Removal cost includes materials, contractor installation/demolition, mobilization and demobilization, overhead and profit, and performance bonding.

APPENDIX A

Opinion of Probable Construction Cost With Salvage

**Champaign CSG 1 LLC
Champaign County, IL
Decommissioning Estimate Pro Forma w/ Salvage**

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

Item	Quantity	Unit	Unit Price	Total Salvage	Total Price (incl. markups)	Total Price
Mobilization	1	LS		\$ -	\$ 9,930.00	\$ (9,930.00)
Temporary Facilities	1	LS		\$ -	\$ 1,150.00	\$ (1,150.00)
Safety	1	LS		\$ -	\$ 780.00	\$ (780.00)
Legal Expenses	1	LS		\$ -	\$ 210.00	\$ (210.00)
General Liability Insurance	1	LS		\$ -	\$ 840.00	\$ (840.00)
Contractor's G&A	1	LS		\$ -	\$ 1,570.00	\$ (1,570.00)
SWPPP, Erosion Control Measures (Disturbed Area)	17	AC	\$670.00	\$ -	\$ 11,390.00	\$ (11,390.00)
Seeding	2	AC	\$2,937.53	\$ -	\$ 5,875.06	\$ (5,875.06)
Tilling 6" topsoil/scarifying access road and rough grading existing soil	2	AC	\$15,266.47	\$ -	\$ 30,532.94	\$ (30,532.94)
Remove and Recycle Chainlink Fence	3,854	LF	\$5.75	\$ 1,942.42	\$ 22,166.73	\$ (20,224.31)
Remove Power Pole	6	EA	\$1,030.30	\$ -	\$ 6,181.80	\$ (6,181.80)
Remove and Recycle AC Cables	1,224	LF	\$5.21	\$ 207.47	\$ 6,382.52	\$ (6,175.05)
Remove and Recycle DC Cables	80,757	LF	\$0.30	\$ 13,688.24	\$ 24,241.84	\$ (10,553.59)
Backfill AC and DC trenches	24,785	LF	\$0.53	\$ -	\$ 13,095.96	\$ (13,095.96)
Remove and Recycle Inverters/Transformers	2	EA	\$4,916.19	\$ 10,800.00	\$ 9,832.38	\$ 967.62
Remove and Recycle Photovoltaic Modules	7,550	EA	\$3.21	\$ 34,885.00	\$ 24,235.50	\$ 10,649.50
Remove and Recycle Piles	2,250	EA	\$5.20	\$ 22,680.00	\$ 11,700.00	\$ 10,980.00
Remove and Recycle Support Assemblies	346,456	LB	\$0.05	\$ 31,181.08	\$ 18,936.45	\$ 12,244.63
Contaminated Soils Testing	1	LS		\$ -	\$ 4,000.00	\$ (4,000.00)
Reclamation Monitoring and Maintenance	1	LS		\$ -	\$ 10,000.00	\$ (10,000.00)
Subtotal:				\$ 115,384.21	\$ 213,051.18	\$ (97,666.97)
					40-Year Inflation (2.5%/year)	\$ (164,575.08)
					Total:	\$ (262,242.04)
					2.5% for County Admin Costs	\$ (6,556.05)
					25% County Contingency	\$ (65,560.51)
					Total:	\$ (334,358.61)

Notes:

- Quantities were recorded on 7/02/2025.
- Labor productivity and unit rates were derived from RSMeans Online (Heavy Construction, 2025 data).
- Labor, material, and equipment rates are based on the RSMeans City Cost Index (CCI) for Champaign, IL.
- Material salvage values were based off of current US salvage exchange rates.
- Equipment rental rates determined from RSMeans and/or local rental facilities.
- Photovoltaic Module material salvage rate is based on straight-line depreciation of modules (-0.5% per year).
- For PV Module Removal/Recycle labor and equipment costs are computed at present values, while salvage value is computed at depreciated values.
- Material salvage values were determined using the most prevalent salvageable metal in each component. Copper Wire @ \$0.17/LF (AC and DC Cables) and Steel @ 0.5/LF of fence, @ \$0.63/pile, and @ \$0.09/LB.
- Inverter resale value is dependent on the assumption that all inverters will be decommissioned and resold half way through their useful life (every 5 years).

EXHIBIT B

Executed Agricultural Impact Mitigation Agreement (AIMA)

STANDARD AGRICULTURAL IMPACT MITIGATION AGREEMENT
between
Champaign CSG 1, LLC

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

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

Champaign CSG 1, LLC, hereafter referred to as Commercial Solar Energy Facility Owner, or simply as Facility Owner, plans to develop and/or operate a 3.05 Megawatt Commercial Solar Energy Facility in Champaign County [GPS Coordinates: 40.080861, -88.345606], which will consist of up to 35 acres that will be covered by solar facility related components, such as solar panel arrays, racking systems, access roads, an onsite underground collection system, inverters and transformers and any affiliated electric transmission lines. This AIMA is made and entered between the Facility Owner and the IDOA.

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

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

Conditions of the AIMA

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

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

Champaign CSG 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement

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

Definitions

Abandonment	When Deconstruction has not been completed within 12 months after the Commercial Solar Energy Facility reaches the end of its useful life. For purposes of this definition, a Commercial Solar Energy Facility shall be presumed to have reached the end of its useful life if the Commercial Solar Energy Facility Owner fails, for a period of 6 consecutive months, to pay the Landowner amounts owed in accordance with an Underlying Agreement.
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Champaign CSG 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement

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

Champaign CSG 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement

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

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

Construction and Deconstruction Standards and Policies

1. Support Structures

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

2. Aboveground Facilities

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

3. Guy Wires and Anchors

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

4. Underground Cabling Depth

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

4. a minimum of 3 feet of top cover where they cross wooded/brushy land.
- B. Provided that the Facility Owner removes the cables during Deconstruction, underground electric cables may be installed to a minimum depth of 18 inches:
 1. Within the fenced perimeter of the Facility; or
 2. When buried under an access road associated with the Facility provided that the location and depth of cabling is clearly marked at the surface.
- C. If Underground Cables within the fenced perimeter of the solar panels are installed to a minimum depth of 5 feet, they may remain in place after Deconstruction.

5. Topsoil Removal and Replacement

- A. Any excavation shall be performed in a manner to preserve topsoil. Best Efforts shall be made to store the topsoil near the excavation site in such a manner that it will not become intermixed with subsoil materials.
- B. Best Efforts shall be made to store all disturbed subsoil material near the excavation site and separate from the topsoil.
- C. When backfilling an excavation site, Best Efforts shall be used to ensure the stockpiled subsoil material will be placed back into the excavation site before replacing the topsoil.
- D. Refer to Section 7 for procedures pertaining to rock removal from the subsoil and topsoil.
- E. Refer to Section 8 for procedures pertaining to the repair of compaction and rutting of the topsoil.
- F. Best Efforts shall be performed to place the topsoil in a manner so that after settling occurs, the topsoil's original depth and contour will be restored as close as reasonably practicable. The same shall apply where excavations are made for road, stream, drainage ditch, or other crossings. In no instance shall the topsoil materials be used for any other purpose unless agreed to explicitly and in writing by the Landowner.
- G. Based on the mutual agreement of the landowner and Facility Owner, excess soil material resulting from solar facility excavation shall either be removed or stored on the Landowner's property and reseeded per the applicable National Pollution Discharge Elimination System (NPDES) permit/Stormwater Pollution Prevention Plan (SWPPP). After the Facility reaches the end of its Useful Life, the excess subsoil material shall be returned to an excavation site or removed from the Landowner's property, unless otherwise agreed to by Landowner.

6. Rerouting and Permanent Repair of Agricultural Drainage Tiles

The following standards and policies shall apply to underground drainage tile line(s) directly or indirectly affected by Construction and/or Deconstruction:

- A. Prior to Construction, the Facility Owner shall work with the Landowner to identify drainage tile lines traversing the property subject to the Underlying Agreement to the extent reasonably practicable. All drainage tile lines identified in this manner shall be shown on the Construction and Deconstruction Plans.

Standard Solar Agricultural Impact Mitigation Agreement

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

C. Maintaining Surrounding Area Subsurface Drainage

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

D. Re-establishing Subsurface Drainage Within Facility Footprint

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

E. If there is any dispute between the Landowner and the Facility Owner on the method of permanent drainage tile line repair, the appropriate County SWCD's opinion shall be considered by the Facility Owner and the Landowner.

F. During Deconstruction, all additional permanent drainage tile line repairs beyond those included above in Section 6.D. must be made within 30 days of identification or notification of the damage, weather and soil conditions permitting. At other times, such repairs must be made at a time mutually agreed upon by the Facility Owner and the Landowner. If the Facility Owner and Landowner cannot agree upon a reasonable method to complete this restoration, the Facility Owner may implement the recommendations of the appropriate County SWCD and such implementation constitutes compliance with this provision.

G. Following completion of the work required pursuant to this Section, the Facility Owner shall be responsible for correcting all drainage tile line repairs that fail due to Construction and/or Deconstruction for one year following the completion of Construction or Deconstruction, provided those repairs were made by the Facility Owner. The Facility Owner shall not be responsible for drainage tile repairs that the Facility Owner pays the Landowner to perform.

7. Rock Removal

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

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

8. Repair of Compaction and Rutting

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

9. Construction During Wet Weather

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

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

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

10. Prevention of Soil Erosion

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

11. Repair of Damaged Soil Conservation Practices

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

12. Compensation for Damages to Private Property

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

13. Clearing of Trees and Brush

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

14. Access Roads

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

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

15. Weed/Vegetation Control

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

16. Indemnification of Landowners

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

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

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

Champaign CSG 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement

4. Transformers, inverters, energy storage facilities, or substations, including all components and foundations; however, Underground Cables at a depth of 5 feet or greater may be left in place;
5. Overhead collection system components;
6. Operations/maintenance buildings, spare parts buildings and substation/switching gear buildings unless otherwise agreed to by the Landowner;
7. Access Road(s) unless Landowner requests in writing that the access road is to remain;
8. Operation/maintenance yard/staging area unless otherwise agreed to by the Landowner; and
9. Debris and litter generated by Deconstruction and Deconstruction crews.

B. The Facility Owner shall, at its expense, complete Deconstruction of a Facility within twelve (12) months after the end of the useful life of the Facility.

C. During the County permit process, or if none, then prior to the commencement of construction, the Facility Owner shall file with the County a Deconstruction Plan. The Facility Owner shall file an updated Deconstruction Plan with the County on or before the end of the tenth year of commercial operation.

D. The Facility Owner shall provide the County with Financial Assurance to cover the estimated costs of Deconstruction of the Facility. Provision of this Financial Assurance shall be phased in over the first 11 years of the Project's operation as follows:

1. On or before the first anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover ten (10) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
2. On or before the sixth anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover fifty (50) percent of the estimated costs of Deconstruction of the Facility as determined in the Deconstruction Plan.
3. On or before the eleventh anniversary of the Commercial Operation Date, the Facility Owner shall provide the County with Financial Assurance to cover one hundred (100) percent of the estimated costs of Deconstruction of the Facility as determined in the updated Deconstruction Plan provided during the tenth year of commercial operation.

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

Champaign CSG 1, LLC
Standard Solar Agricultural Impact Mitigation Agreement

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

F. Upon Abandonment, the County may take all appropriate actions for Deconstruction including drawing upon the Financial Assurance.

Concurrence of the Parties to this AIMA

The Illinois Department of Agriculture and Champaign CSG 1, LLC concur that this AIMA is the complete AIMA governing the mitigation of agricultural impacts that may result from the Construction and Deconstruction of the solar farm project in Champaign County within the State of Illinois.

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

STATE OF ILLINOIS
DEPARTMENT OF AGRICULTURE



By: Jerry Costello II, Director 4

Champaign CSG 1, LLC

Clay Nordsiek
By Clay Nordsiek, Deputy General Counsel

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

By Sam Younes

Address

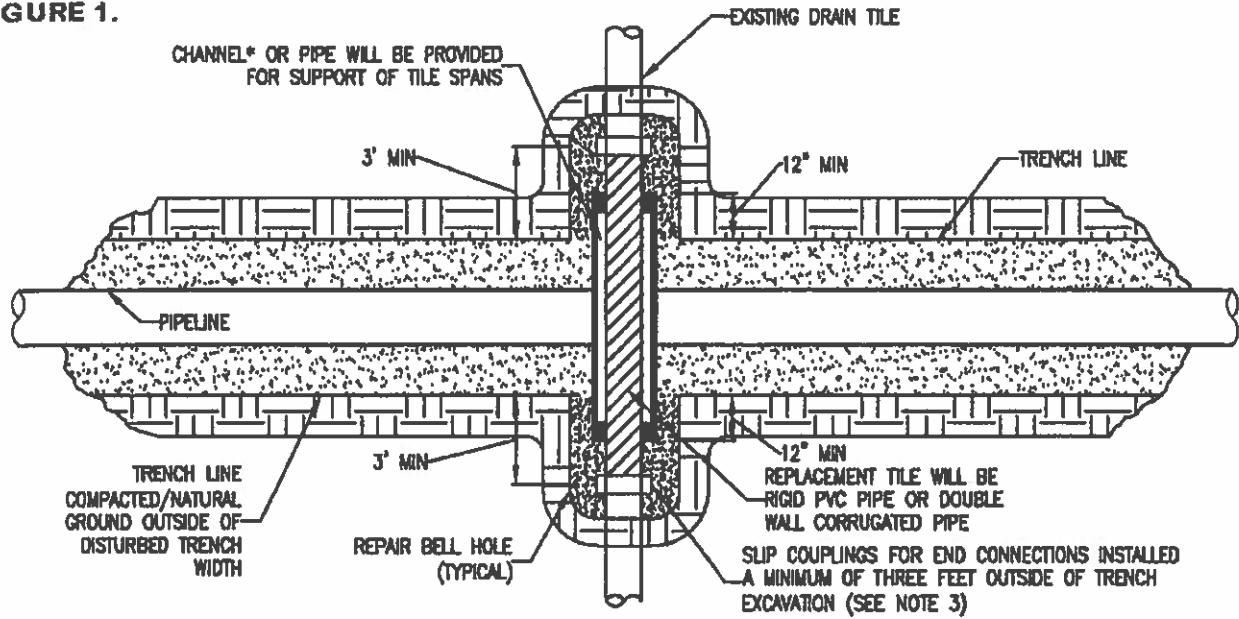
3050 Peachtree Road NW
Suite 350
Atlanta, GA 30305

6/10/2025

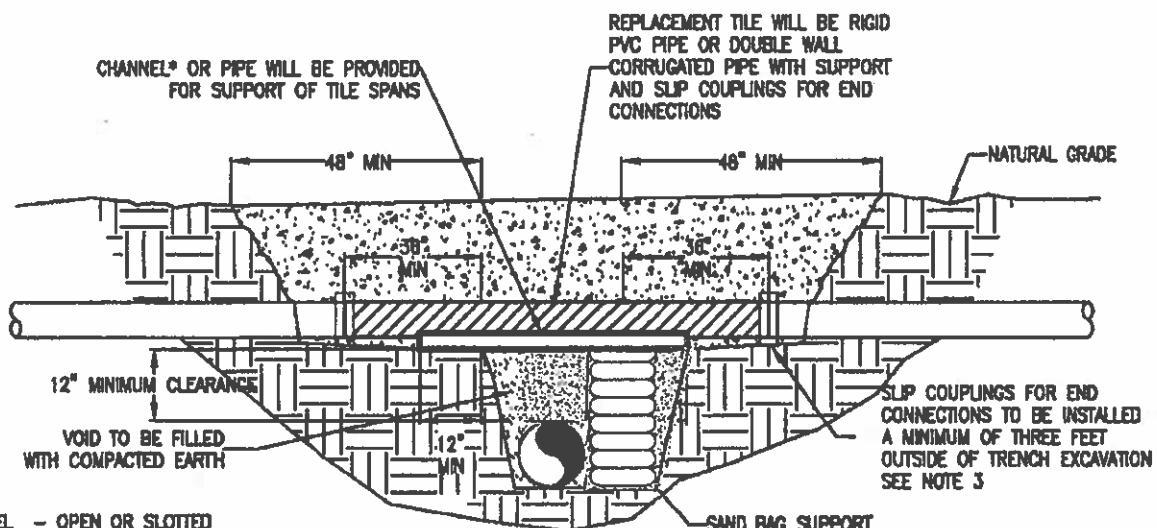
20

7/11, 2025

FIGURE 1.



PLAN
N.T.S.

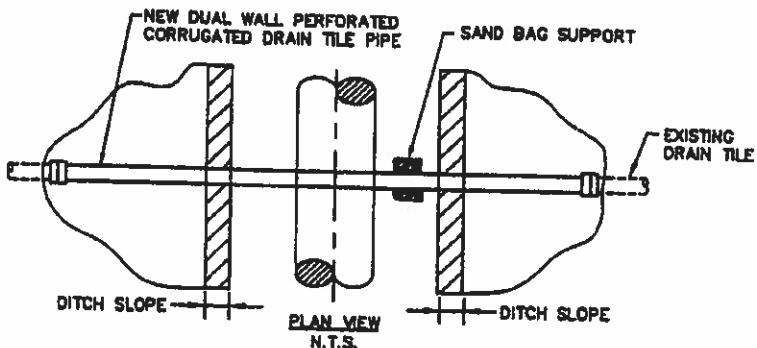


CROSS SECTION
N.T.S.

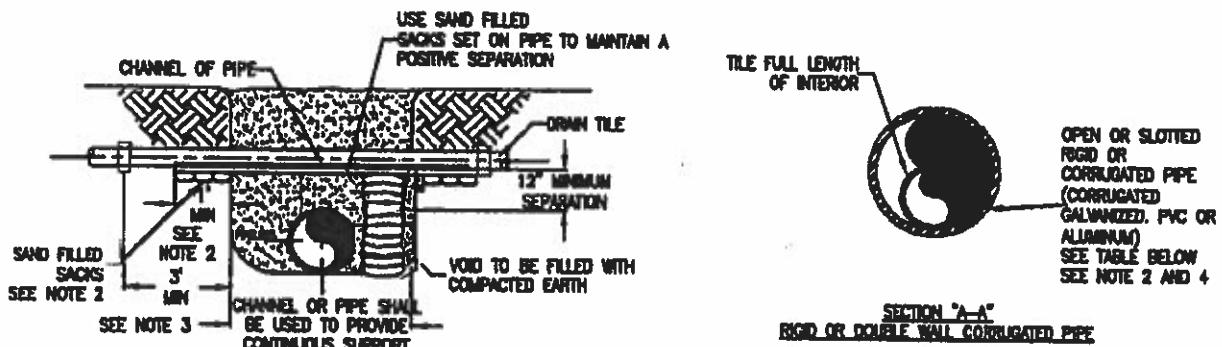
NOTE:

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

FIGURE 2.



PLAN VIEW



END VIEWS

MINIMUM SUPPORT TABLE		
TILE SIZE	CHANNEL SIZE	PIPE SIZE
3"	4" @ 5.4' W.R.	4" STD. WT.
4"-5"	5" @ 6.7' W.R.	6" STD. WT.
6"-9"	7" @ 9.8' W.R.	9"-10" STD. WT.
10"	10" @ 15.3' W.R.	12" STD. WT.

NOTE:

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

PERMANENT DRAIN TILE REPAIR

To: **Champaign County Environment & Land Use Committee**

From: **John Hall, Zoning Administrator**
Charlie Campo, Senior Planner

Date: **January 26, 2026**

RE: **Recommendation for County Board Special Use Permit
Cases 184-S-25**

Petitioner: **North Duncan Road Solar, LLC, c/o ReWild Renewables LLC, via agent
Zachary Farkes, and participating landowner T & S Franey LLC**

Request: **Case 184-S-25**
**Authorize a Community PV Solar Farm with a total nameplate capacity
of 4.99 megawatts (MW), on approximately 46 acres, including access
roads and wiring, in the AG-2 Agriculture Zoning District, and including
the following waivers of standard conditions:**

**Part A: A waiver for locating the PV Solar Farm less than one and
one-half miles from an incorporated municipality with a
zoning ordinance per Section 6.1.5 B.(2)a.(a).**

**Part B: A waiver for not entering into a Roadway Upgrade and
Maintenance Agreement or waiver therefrom with the
relevant local highway authority prior to consideration of the
Special Use Permit by the Zoning Board of Appeals, per
Section 6.1.5 G.(1).**

Location: **Approximately 46 acres on the north half of the northeast quarter and the
northeast quarter of the northwest quarter of Section 28, Township 20
Range 8 East of the Third Principal Meridian, in Hensley Township,
being tax parcel 12-14-28-201-002 containing 113.70 acres, commonly
known as property owned by T & S Franey LLC.**

BACKGROUND

The petitioner applied for a Special Use Permit to construct a 4.99 (MW) Community Photovoltaic (PV) Solar Farm on a 46-acre site on the west side of N. Duncan Road in Hensley Township. The petitioners request two waivers from standard conditions for the Special Use Permit. A PV Solar Farm located less than one and one-half miles from an incorporated municipality is required to have a minimum of two public hearings held 28 days apart, before the Zoning Board of Appeals (ZBA) unless that requirement is waived by the municipality. The project is then required to be heard at two Environment and Land Use Committee (ELUC) meetings unless that requirement is waived by the municipality before it can move on to final determination by the County Board. The City of Champaign has not submitted a waiver for this requirement. Public Act 102-1123 requires a final decision within 30 days of the close of a public hearing for a solar farm.

STATUS

The ZBA is scheduled to hold a public hearing on this case on January 29, 2026. The ZBA can take action on the case at the January 29, 2026, meeting. This case is being placed on the February 5, 2026, ELUC

agenda so that if the ZBA takes action at their January 29, 2026 meeting the ELUC can review the case without waiting until the March 5, 2026 meeting.

ZONING ORDINANCE CONFLICT WITH 55 ILCS 5/5-12020

The Champaign County Zoning Ordinance requires two hearings at ELUC held 30 days apart to allow comments from any relevant municipal authority unless that requirement is waived by the municipal authority. State law requires the County to decide on the Special Use Permit not more than 30 days after the close of the public hearing at the ZBA.

PROJECT CONFORMANCE WITH 55 ILCS 5/5-12020

State law requires that a County must approve a development that meets the requirements of 55 ILCS 5/5-12020. This project meets those requirements. The Findings of Fact by the ZBA for this case were all affirmative.

WAIVERS

The two requested waivers to the standard conditions are as follows:

1. A waiver for locating the PV Solar Farm less than one and one-half miles from an incorporated municipality with a zoning ordinance per Section 6.1.5 B.(2)a.(a).
 - A. Zoned municipalities do not have protest rights in Special Use Permit cases. Notice was sent by the Department to the City of Champaign. A copy of the Special Use permit application was provided to the City of Champaign. A public hearing for a PV Solar Farm within one and one-half miles of a municipality with zoning shall occur at a minimum of two Board meetings no less than 28 days apart unless the requirement is waived by the relevant municipality. The City of Champaign has not submitted a waiver for this requirement.
2. A waiver for not entering into a Roadway Upgrade and Maintenance Agreement or waiver therefrom with the relevant local highway authority prior to consideration of the Special Use Permit by the Zoning Board of Appeals, per Section 6.1.5 G.(1).
 - A. A Roadway Upgrade and Maintenance Agreement will be required prior to the approval of a Zoning Use Permit for construction. The petitioner has been working with the City of Champaign and Somer Township regarding the haul route and a Roadway Upgrade and Maintenance Agreement. A Special Condition for this requirement has been included.

PROPOSED SPECIAL CONDITIONS

- A. **The approved site plan consists of the following documents:**
 - **Sheets C-100, C-200, C-300, C-400, L-100, L-101, L-200 of the Site Plan received November 12, 2025, that show the inverters 75 feet away from the nearest (northeast) section of PV SOLAR FARM perimeter fence.**
- B. **The Zoning Administrator shall not authorize a Zoning Use Permit Application or issue a Zoning Compliance Certificate on the subject property until the lighting specifications in Paragraph 6.1.2.A. of the Zoning Ordinance have been met.**

- C. **The Zoning Administrator shall not issue a Zoning Compliance Certificate for the proposed PV SOLAR FARM until the petitioner has demonstrated that the proposed Special Use complies with the Illinois Accessibility Code, if necessary.**
- D. **A signed Decommissioning and Site Reclamation Plan that has been approved by the Environment and Land Use Committee is required at the time of application for a Zoning Use Permit that complies with Section 6.1.1 A. and Section 6.1.5 Q. of the Zoning Ordinance, including a decommissioning cost estimate prepared by an Illinois Professional Engineer.**
- E. **Roadway Upgrade and Maintenance Agreements signed by the County Highway Engineer, Hensley Township Highway Commissioner and any other relevant highway jurisdiction, and approved by the Environment and Land Use Committee, or a waiver therefrom, shall be submitted at the time of application for a Zoning Use Permit.**
- F. **Underground drainage tile shall be investigated and identified with any necessary changes made to the solar array as follows:**
 - 1. **A qualified Drain Tile Contractor with experience in Illinois shall be employed to investigate, repair, and install any underground drain tile.**
 - 2. **Desktop mapping and field reconnaissance shall identify all areas where drain tiles are expected to be located based on soils, topographic elevations, ground surface channels and/or depressions, wetlands, natural drainage ingress and egress locations, and knowledge of current owners and/or current farmers.**
 - 3. **Slit trenching shall be used to investigate the presence of mutual drainage tiles that serve upland areas under different ownership. All existing drain tiles encountered shall be logged on field mapping and repaired to the original state according to Illinois Department of Agriculture Impact Mitigation Agreement (AIMA) standards.**
 - 4. **Drain tile routes shall be located by surface probing or electronic detection and field staked at 20 feet intervals.**
 - 5. **All existing drain tile that are found shall be located in the field using GPS location systems and recorded on as-built plans. Record mapping shall be completed according to typical civil engineering mapping and AIMA standards.**
 - 6. **Any tile found shall be protected from disturbance or repaired and/or relocated in a manner consistent with AIMA and the Zoning Ordinance.**
 - 7. **All mutual drain tiles shall either be relocated outside of the array area or shall be protected from construction disturbance and a 40-feet wide no construction area shall be centered on all mutual drain tiles.**

8. **A Drain Tile Investigation Survey including a map of all identified drain tile and a revised site plan to reflect any changes to the layout of the solar array shall be submitted to the Zoning Administrator prior to Zoning Use Permit Approval.**
9. **Future access shall be guaranteed for maintenance of all mutual drain tiles.**

G. **The following submittals are required prior to the approval of any Zoning Use Permit for a PV SOLAR FARM:**

1. **Documentation of the solar module's unlimited 10-year warranty and the 25-year limited power warranty.**
2. **An irrevocable letter of credit to be drawn upon a federally insured financial institution with a minimum acceptable long term corporate debt (credit) rating of the proposed financial institution shall be a rating of "A" by S&P or a rating of "A2" by Moody's within 200 miles of Urbana or reasonable anticipated travel costs shall be added to the amount of the letter of credit.**
3. **A permanent soil erosion and sedimentation plan for the PV SOLAR FARM including any access road that conforms to the relevant Natural Resources Conservation Service guidelines and that is prepared by an Illinois Licensed Professional Engineer.**
4. **Documentation regarding the seed to be used for the pollinator planting, per 6.1.5 F.(9).**
5. **A Transportation Impact Analysis provided by the applicant that is mutually acceptable to the Applicant and the County Engineer and State's Attorney; or Township Highway Commissioner; or municipality where relevant, as required by 6.1.5 G. 2.**
6. **The telephone number for the complaint hotline required by 6.1.5 S.**
7. **Any updates to the approved Site Plan from Case 184-S-25 per the Site Plan requirements provided in Section 6.1.5 U.1.c.**

H. **A Zoning Compliance Certificate shall be required for the PV SOLAR FARM prior to going into commercial production of energy. Approval of a Zoning Compliance Certificate shall require the following:**

1. **An as-built site plan of the PV SOLAR FARM including structures, property lines (including identification of adjoining properties), as-built separations, public access road and turnout locations, substation(s), electrical cabling from the PV SOLAR FARM to the substations(s), and layout of all structures within the geographical boundaries of any applicable setback.**

2. **As-built documentation of all permanent soil erosion and sedimentation improvements for all PV SOLAR FARM including any access road prepared by an Illinois Licensed Professional Engineer.**
3. **An executed interconnection agreement with the appropriate electric utility as required by Section 6.1.5 B.(3)b.**
4. **Confirmation from the Cornbelt Fire Protection District that a walkthrough of the project site with the developer met the requirements of the district.**

I. **The Applicant or Owner or Operator of the PV SOLAR FARM shall comply with the following specific requirements that apply even after the PV SOLAR FARM goes into commercial operation:**

1. **Maintain the pollinator plantings in perpetuity.**
2. **Cooperate with local Fire Protection District to develop the District's emergency response plan as required by 6.1.5 H.(2).**
3. **Cooperate fully with Champaign County and in resolving any noise complaints including reimbursing Champaign County any costs for the services of a qualified noise consultant pursuant to any proven violation of the I.P.C.B. noise regulations as required by 6.1.5 I.(4).**
4. **Maintain a current general liability policy as required by 6.1.5 O.**
5. **Submit annual summary of operation and maintenance reports to the Environment and Land Use Committee as required by 6.1.5 P.(1)a.**
6. **Maintain compliance with the approved Decommissioning and Site Reclamation Plan including financial assurances.**
7. **Submit to the Zoning Administrator copies of all complaints to the telephone hotline on a monthly basis and take all necessary actions to resolve all legitimate complaints as required by 6.1.5 S.**

J. **The PV SOLAR FARM COUNTY Board SPECIAL USE Permit designation shall expire in 10 years if no Zoning Use Permit is granted.**

K. **The owners of the subject property hereby recognize and provide for the right of agricultural activities to continue on adjacent land consistent with the Right to Farm Resolution 3425.**

L. **A Phase 1 archeological survey that complies with State Historic Preservation Office (SHPO) regulations including investigations or changes to the site plan recommended by the SHPO, shall be submitted at the time of application for a Zoning Use Permit.**

M. The terms of approval are the requirements of the current Section 6.1.5 of the Zoning Ordinance as amended October 23, 2025

ATTACHMENTS

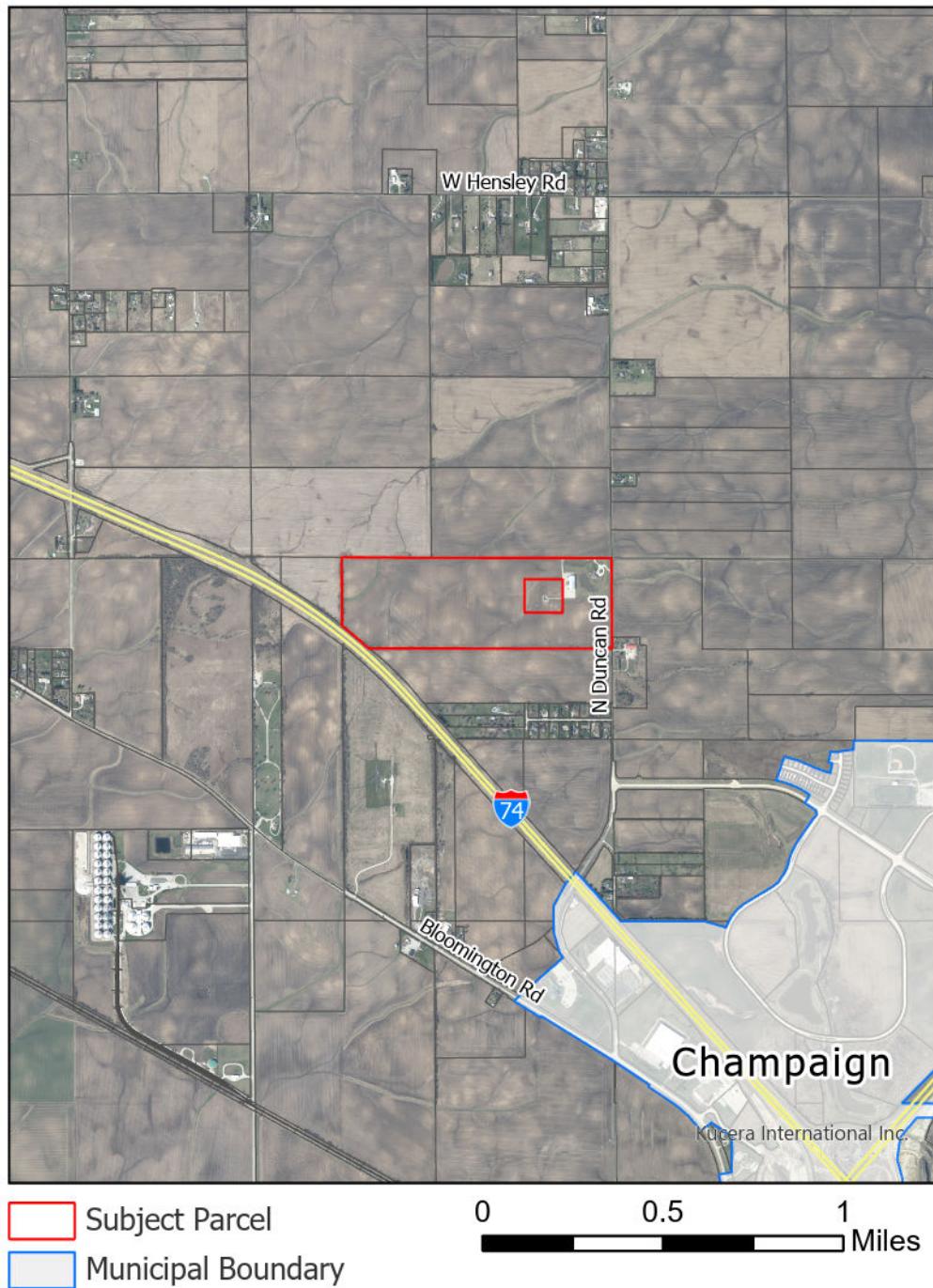
- A Case Maps (Location, Land Use, Zoning)
- B Sheets C-100, C-200, C-300, C-400, L-100, L-101, L-200 of the Site Plan received November 12, 2025

Location Map

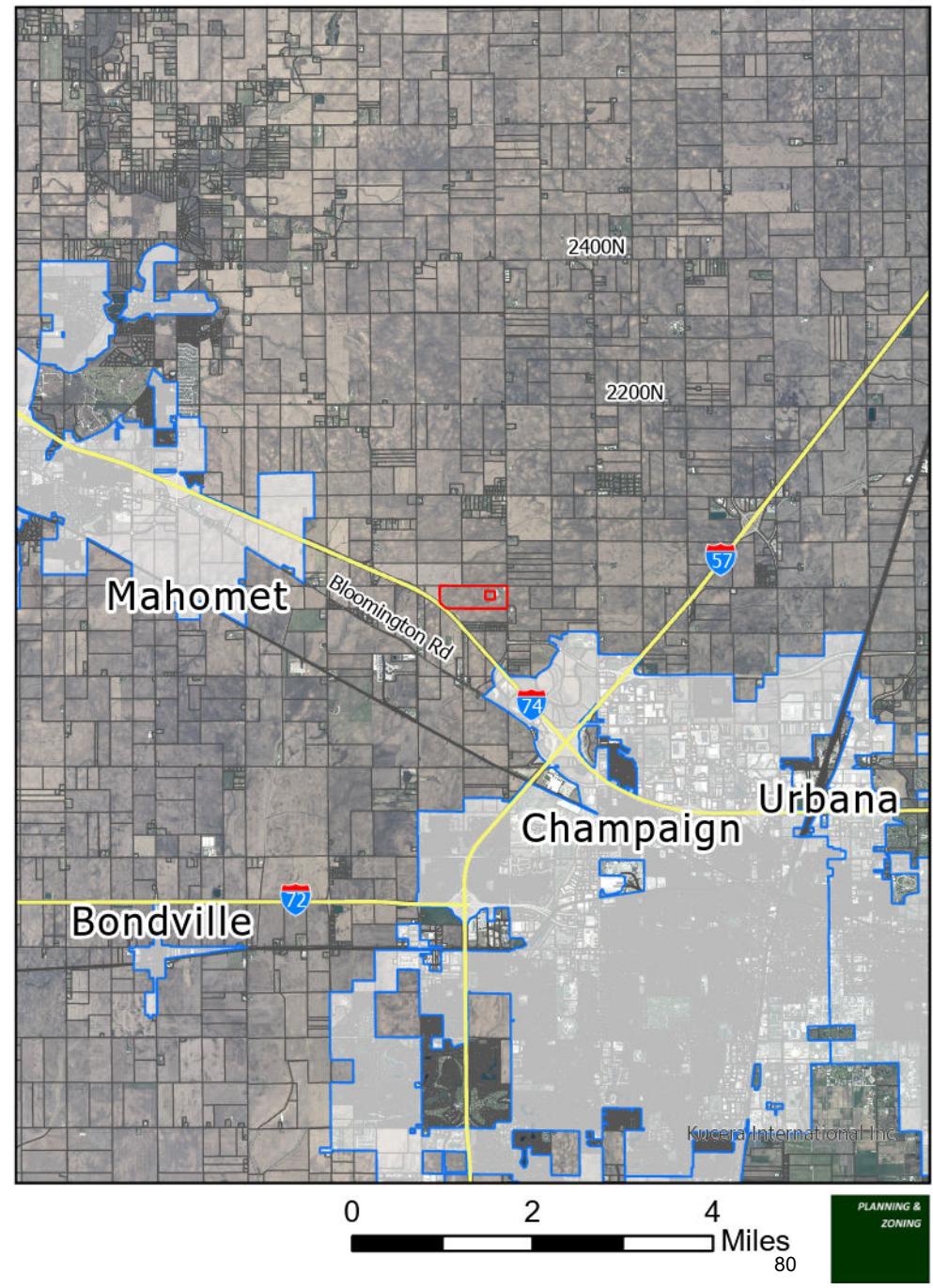
Case 184-S-25

January 29, 2026

Subject Property



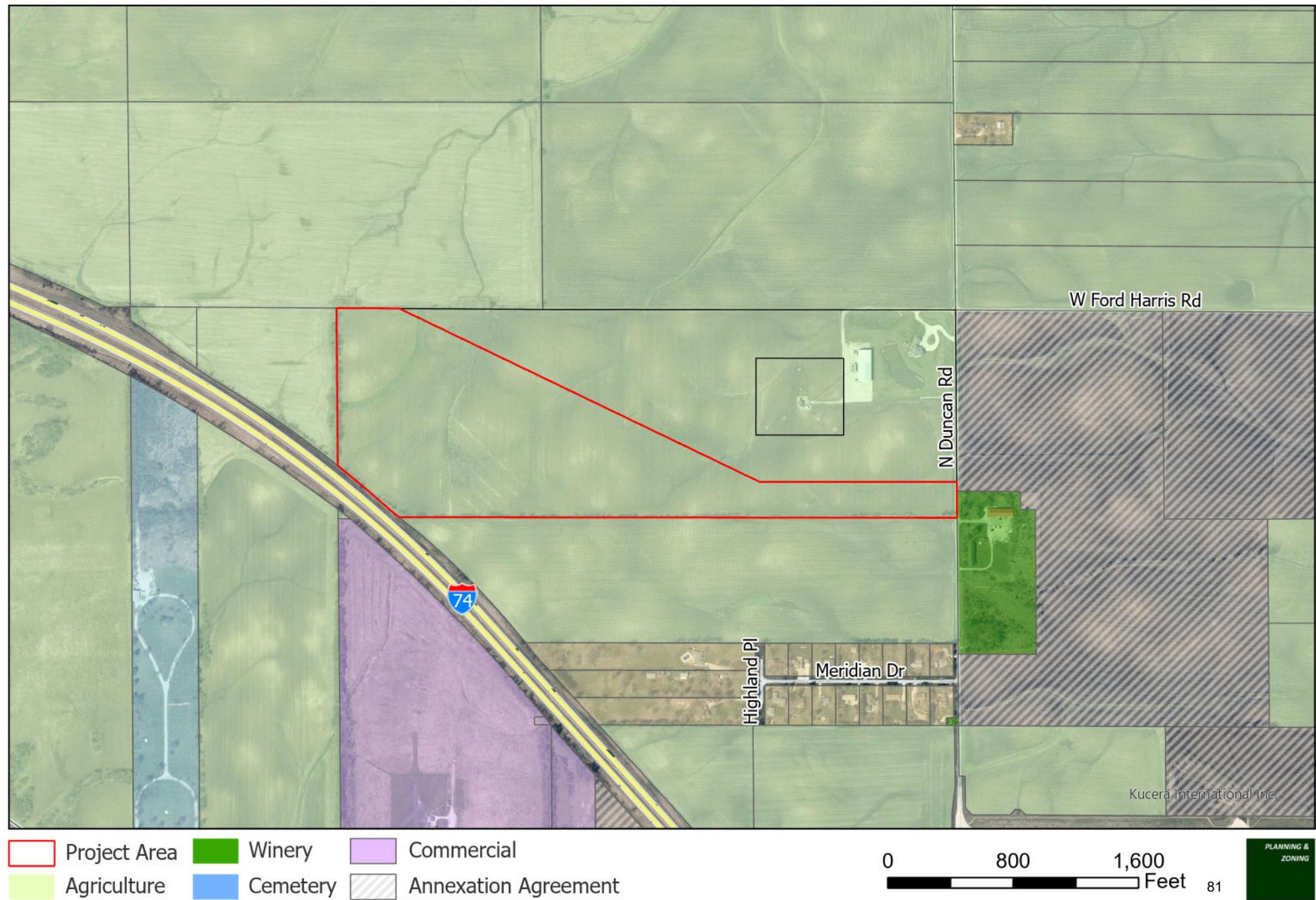
Parcel Location in Champaign County



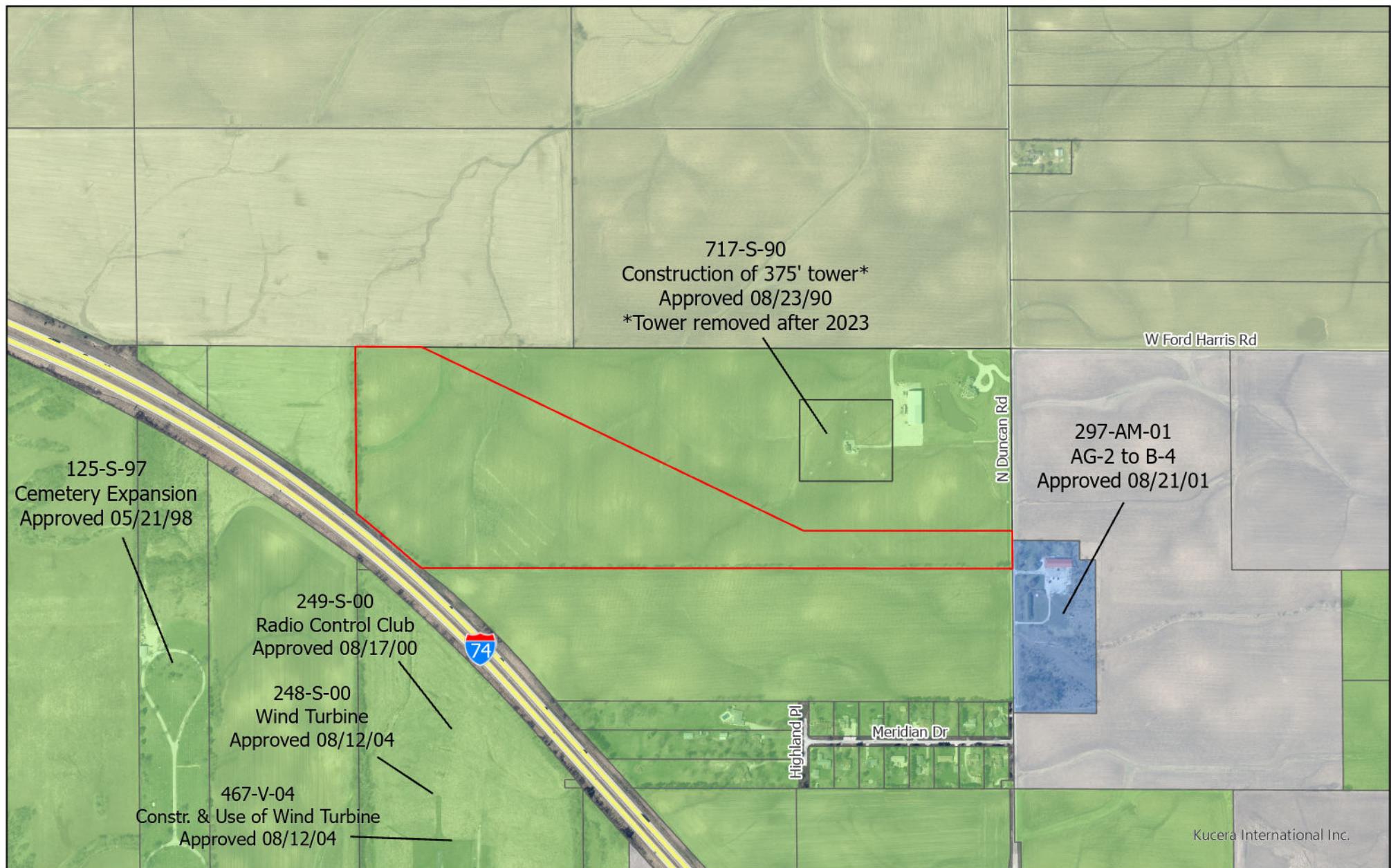
Land Use Map

Case 184-S-25

January 29, 2026



Zoning Map
Case 184-S-25
January 29, 2026



SPECIAL USE PERMIT PLANS

FOR

N DUNCAN ROAD SOLAR, LLC

LOCATED AT

INTERSECTION OF N DUNCAN ROAD & W FORD HARRIS ROAD, CHAMPAIGN, IL 61822

APPLICANT

N DUNCAN ROAD SOLAR, LLC C/O
REWILD RENEWABLES, LLC
PO BOX 1320
PORTSMOUTH, NH 03801
CONTACT: PROJECT DEVELOPMENT DEPARTMENT
PHONE: (603) 969-8492

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
111 W JACKSON BLVD, STE 1320
CHICAGO, IL 60604
CONTACT: DAN MARSHALL, P.E.
PHONE: (312) 445-8636

SURVEYOR

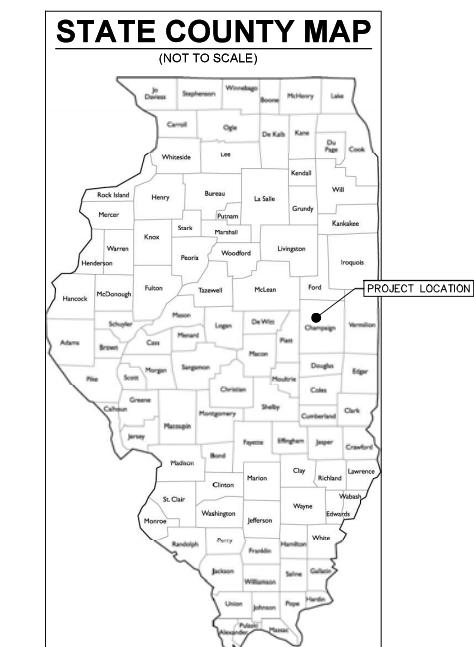
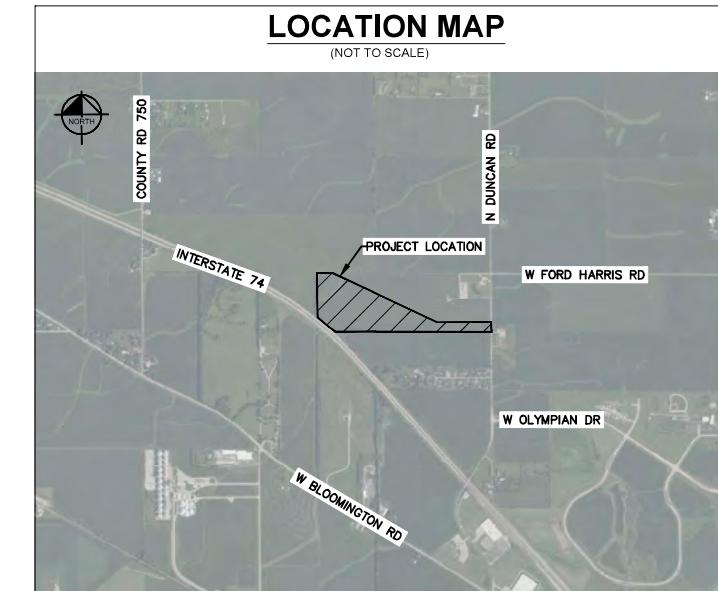
LANGAN
200 W MADISON ST, STE 1920
CHICAGO, IL 60606
CONTACT: ANTHONY MAIONE, P.L.S.
PHONE: (312) 547-7700

SURVEY NOTE

THE SURVEY PROVIDED BY LANGAN IS LOCATED
USING ILLINOIS STATE PLAN COORDINATE SYSTEM,
EAST ZONE, NAD 83.

SITE INFORMATION

PARCEL ZONING
AG-2: AGRICULTURAL DISTRICT (CHAMPAIGN COUNTY)
PROJECT DESCRIPTION
5 MW-AC SINGLE AXIS TRACKER SOLAR ARRAY PROJECT



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C-100	COVER SHEET
C-200	EXISTING CONDITIONS PLAN
C-300	PROPOSED CONDITIONS PLAN
C-400	CONSTRUCTION DETAILS
L-100	LANDSCAPE PLAN
L-101	LANDSCAPE BUFFER PLAN
L-200	LANDSCAPE NOTES

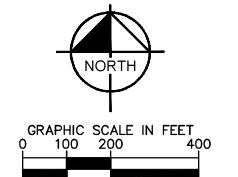
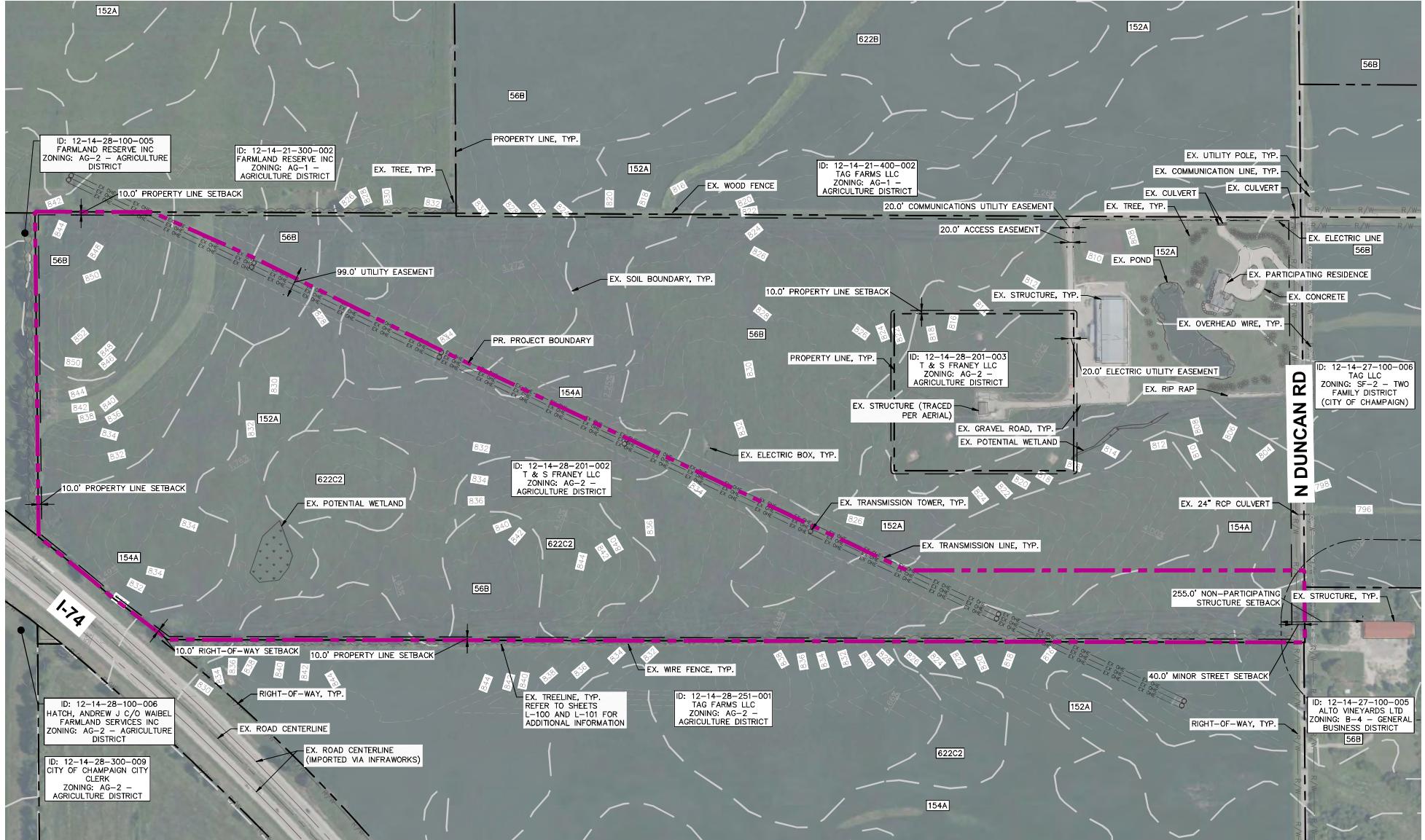
RECEIVED
NOV 12, 2025
CHAMPAIGN COUNTY
PLANNING & ZONING

Kimley»Horn			C-100	
			LANDSCAPE REVISION	LANDSCAPE PLANS
KHA PROJECT 26877905	DATE 10/16/2025	DESIGNED BY AT	DRAWN BY CG	CHECKED BY DM
SCALE AS SHOWN				



SHEET NUMBER
83
C-100

1-800-892-0123



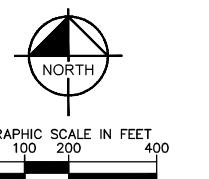
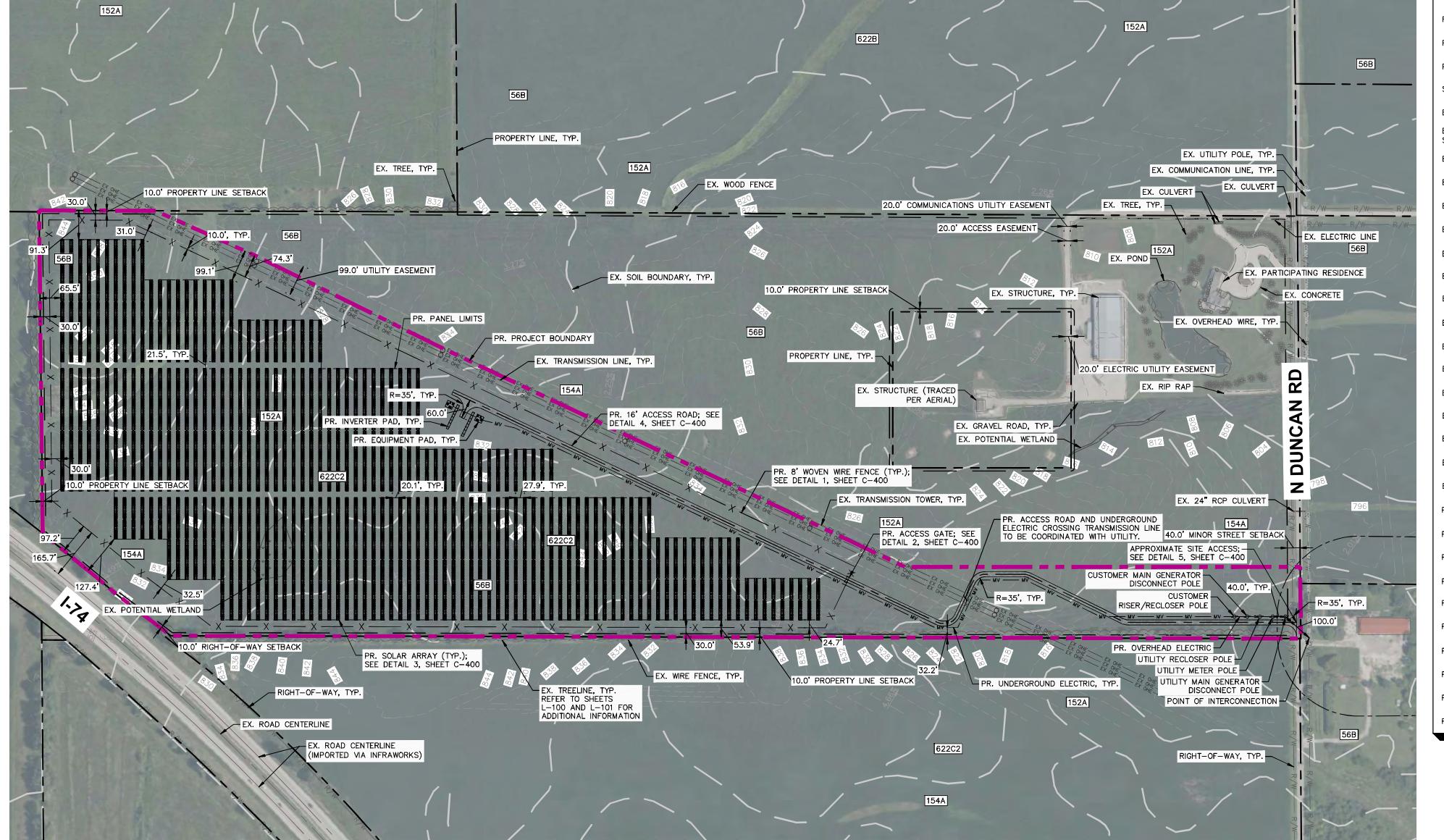
GRAPHIC SCALE IN FEET
0 100 200 400

LEGEND	
ROAD	ROAD
PROJECT BOUNDARY	
ROAD RIGHT OF WAY	
PROPERTY LINES	
PROPERTY LINE/ROAD SETBACK	
STRUCTURE SETBACK	
EX. CONTOURS	
EX. FLOW (DIRECTION AND SLOPE)	
EX. OVERHEAD ELECTRIC	
EX. TRANSMISSION LINE	
EX. UTILITY POLE	
EX. TRANSMISSION TOWER	
EX. STRUCTURE	
EX. VEGETATION	
EX. TREELINE	
EX. COMMUNICATION LINE	
EX. ROAD EDGE OF PAVEMENT	
EX. ROAD CENTERLINE	
EX. EASEMENT	
EX. POTENTIAL WETLAND	
EX. CULVERT	
EX. SOIL BOUNDARY	
EX. ELECTRIC BOX	

SOILS DATA TABLE		
MAP UNIT SYMBOL	MAP UNIT NAME	HYDROLOGIC SOIL GROUP
56B	DANA SILT LOAM, 2 TO 5 PERCENT SLOPES	C
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
154A	FLANAGAN SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
171B	CATLIN SILT LOAM, 2 TO 5 PERCENT SLOPES	C
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
481A	RAUB SILT LOAM, NON-DENSIC SUBSTRATE, 0 TO 2 PERCENT SLOPES	B/D
622B	WYANET SILT LOAM, 2 TO 5 PERCENT SLOPES	C
622C2	WYANET SILT LOAM, 5 TO 10 PERCENT SLOPES, ERODED	C
802B	ORTHENTS, LOAMY, 1 TO 7 PERCENT SLOPES	C

NOTES	
1.	THE PURPOSE OF THESE PLANS ARE FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY CHAMPAIGN COUNTY TO CONSTRUCT A COMMERCIAL SOLAR FARM.
2.	EXISTING CONDITIONS SURVEY AND TOPOGRAPHIC SURFACE PROVIDED BY LANGAN, DATED 03/06/2024. ALL ITEMS SHOWN WITHIN EXISTING CONDITIONS PLAN PER LANGAN ALTA AND TOPOGRAPHY SURVEYS UNLESS OTHERWISE STATED. ALL ADJACENT PARCEL LINework IMPORTED VIA CHAMPAIGN COUNTY GIS, RECEIVED ON 02/28/2025.
3.	EXISTING SOIL DATA AND BOUNDARY LOCATIONS PER NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, ACCESSED ON 02/10/2025.
4.	NO SETBACK UTILIZED ALONG PORTION OF NORTHERN PROJECT BOUNDARY, AS PARCEL CONTINUES TO THE NORTH OF PROPOSED PROJECT DEVELOPMENT.
5.	SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL 17019C0291D) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
6.	POTENTIAL WETLAND FEATURES ARE PRESENT WITHIN THE PROJECT AREA PER FIELD DELINEATION, CONDUCTED BY OLSON ECOLOGICAL SOLUTIONS, LLC DECEMBER 2023. WETLANDS ARE ANTICIPATED TO BE USED NON-JURISDICTIONAL.
7.	PROPERTY OWNER INFORMATION IS BASED OFF CHAMPAIGN COUNTY GIS DATA, ACCESSED ON 03/03/2025. ALL PARCELS ARE ZONED WITHIN CHAMPAIGN COUNTY, UNLESS OTHERWISE STATED.

N DUNCAN ROAD SOLAR, LLC	EXISTING CONDITIONS PLAN	
	PRELIMINARY NOT FOR CONSTRUCTION	
KHA PROJECT 2025-77905	DATE 10/16/2025	
SCALE AS SHOWN	AT DRAWN BY CG DM	CHECKED BY
Call Before You Dig		
SHEET NUMBER 84 C-200		
1-800-892-0123		
 Kimley-Horn <small>© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 111 JACKSON BLVD, STE 3200 CHICAGO, IL 60604 www.kimley-horn.com</small>		
 Rewild.		
 LANDSCAPE REVISION		
 LANDSCAPE PLANS		
 REVISIONS		
DATE 10/11/2025		
DATE 10/16/2025		
DATE 10/16/2025		



LEGEND		
ROAD		ROAD
PROJECT BOUNDARY		
ROAD RIGHT OF WAY		R/W
PROPERTY LINES		
PROPERTY LINE/ROAD SETBACK		
STRUCTURE SETBACK		
EX. CONTOURS		XXX
EX. FLOW (DIRECTION AND SLOPE)		XX%
EX. OVERHEAD ELECTRIC		EX ONE EX ONE
EX. TRANSMISSION LINE		EX ONE EX ONE
EX. UTILITY POLE		
EX. TRANSMISSION TOWER		
EX. STRUCTURE		
EX. VEGETATION		
EX. TREELINE		
EX. COMMUNICATION LINE		COMM COMM
ANTICIPATED CAPACITY		5 MW AC
TOTAL PARCEL AREA		112.8 ± AC
PROJECT BOUNDARY AREA		57.9 ± AC
PRELIMINARY PROJECT AREA		45.7 ± AC
PRELIMINARY FENCED AREA		42.9 ± AC
PRELIMINARY SOLAR AREA		32.7 ± AC
PROPERTY SETBACK		10'
MINOR STREET (CENTERLINE) SETBACK		40'
DWELLING/PRINCIPLE BUILDING SETBACK		255'

SOILS DATA TABLE		
MAP UNIT SYMBOL	MAP UNIT NAME	HYDROLOGIC SOIL GROUP
56B	DANA SILT LOAM, 2 TO 5 PERCENT SLOPES	C
152A	DRUMMER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	B/D
154A	FLANAGAN SILT LOAM, 0 TO 2 PERCENT SLOPES	C/D
171B	CATLIN SILT LOAM, 2 TO 5 PERCENT SLOPES	C
330A	PEOTONE SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES	C/D
481A	RAUB SILT LOAM, NON-DENSE SUBSTRATE, 0 TO 2 PERCENT SLOPES	B/D
622B	WYANET SILT LOAM, 2 TO 5 PERCENT SLOPES	C
622C2	WYANET SILT LOAM, 5 TO 10 PERCENT SLOPES, ERODED	C
802B	ORTHENS, LOAMY, 1 TO 7 PERCENT SLOPES	C

SITE DATA TABLE	
APPLICANT	N DUNCAN ROAD SOLAR, LLC C/O REWILD RENEWABLES, LLC
PIN #	12-14-28-201-002
ZONING JURISDICTION	CHAMPAIGN COUNTY
EXISTING USE	AGRICULTURAL LAND WITH ROW CROPS
PROPOSED USE	PHOTOVOLTAIC SOLAR FARM
ANTICIPATED CAPACITY	5 MW AC
TOTAL PARCEL AREA	112.8 ± AC
PROJECT BOUNDARY AREA	57.9 ± AC
PRELIMINARY PROJECT AREA	45.7 ± AC
PRELIMINARY FENCED AREA	42.9 ± AC
PRELIMINARY SOLAR AREA	32.7 ± AC
PROPERTY SETBACK	10'
MINOR STREET (CENTERLINE) SETBACK	40'
DWELLING/PRINCIPLE BUILDING SETBACK	255'

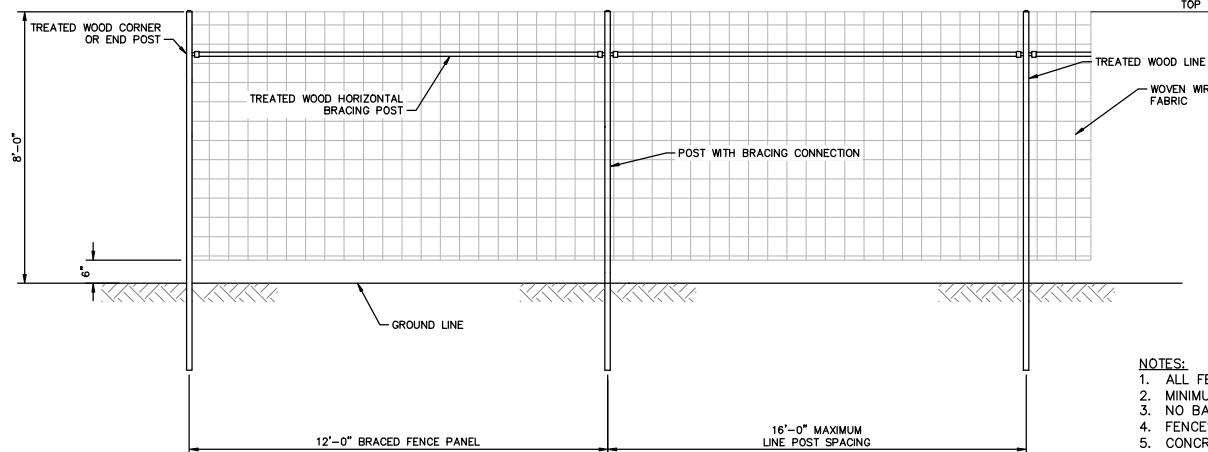
NOTES	
1.	THE PURPOSE OF THESE PLANS ARE FOR SPECIAL USE PERMIT REVIEW AND APPROVAL BY CHAMPAIGN COUNTY TO CONSTRUCT A COMMERCIAL SOLAR FARM.
2.	EXISTING CONDITIONS SURVEY AND TOPOGRAPHIC SURFACE PROVIDED BY LANGAN, DATED 03/06/2024. ALL ITEMS SHOWN WITHIN EXISTING CONDITIONS PLAN PER LANGAN ALTA AND TOPOGRAPHIC SURVEYS UNLESS OTHERWISE STATED. ALL ADJACENT PARCEL LINework IMPORTED VIA CHAMPAIGN COUNTY GIS RECEIVED ON 02/28/2025.
3.	EXISTING SOIL DATA AND BOUNDARY LOCATIONS PER NATURAL RESOURCES CONSERVATION SERVICE (NRCS) WEB SOIL SURVEY, ACCESSED ON 02/10/2025.
4.	NO SETBACK UTILIZED ALONG PORTION OF NORTHERN PROJECT BOUNDARY, AS PARCEL CONTINUES TO THE NORTH OF PROPOSED PROJECT DEVELOPMENT.
5.	SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AS SHOWN ON THE FLOOD INSURANCE RATE MAP (COMMUNITY PANEL, 17019C0291D) PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
6.	POTENTIAL WETLAND FEATURES ARE PRESENT WITHIN THE PROJECT AREA, PER FIELD DELINEATION, CONDUCTED BY OLSON ECOLOGICAL SOLUTIONS, LLC DECEMBER 2023. WETLANDS ARE ANTICIPATED TO BE USACE NON-JURISDICTIONAL.
7.	PHOTOVOLTAIC PANELS, INVERTERS, FENCING, ACCESS ROADS, AND INTERCONNECTION EQUIPMENT LOCATIONS SHOWN FOR REFERENCE ONLY. DESIGN AND FINAL LAYOUT TO BE DETERMINED DURING FINAL ENGINEERING.
8.	ALL EXISTING ROADWAY SHOULDER AND DITCH SECTIONS SHALL REMAIN AS-IS AT A MINIMUM, OR BE UPGRADED AS DETERMINED NECESSARY AT THE ENTRANCE INSTALLATION LOCATION.
9.	PROJECT AREA, INCLUDING CONSTRUCTION STAGING AREAS, WILL BE CLEARED AND GRUBBED AS NECESSARY, RETAINING PRE-DEVELOPMENT DRAINAGE PATTERNS TO THE BEST EXTENT POSSIBLE. CONSTRUCTION STAGING AND AREAS SUBJECT TO RUTTING DURING CONSTRUCTION WILL BE TEMPORARILY STABILIZED WITH GRAVEL OR APPROVED EQUAL SOIL CONDITIONS AND EQUIPMENT LOADS WILL DETERMINE FINAL DESIGN.
10.	CONTRACTOR SHALL CALL AT LEAST 72 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION TO HAVE EXISTING UTILITIES LOCATED. ADDITIONALLY, CONTRACTOR SHALL CONTACT ANY LOCAL UTILITIES THAT PROVIDE THEIR OWN LOCATOR SERVICES.
11.	STORMWATER MANAGEMENT FACILITIES TO BE PROVIDED AS REQUIRED BY THE COUNTY AND/OR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING. FINAL DESIGN WILL BE DETERMINED DURING FINAL ENGINEERING.
12.	PV SOLAR FARM EQUIPMENT AND STRUCTURES TO BE FULLY ENCLOSED AND SECURED BY AN 8' PERIMETER FENCE, MEETING REQUIREMENT OF CHAMPAIGN COUNTY ZONING ORDINANCE.
13.	SETBACKS SHOWN ON THIS PLAN ARE BASED ON THE CHAMPAIGN COUNTY CODE OF ORDINANCES, IN ACCORDANCE WITH SECTION 6.1.5. THE PROJECT LAYOUT IS ALSO IN COMPLIANCE WITH SETBACKS LISTED IN ILLINOIS HOUSE BILL 4412.
14.	ALL NECESSARY PERMITS FOR SOIL EROSION CONTROL AND DRIVEWAY CONSTRUCTION WILL BE OBTAINED AS PART OF FINAL ENGINEERING AND PRIOR TO CONSTRUCTION.
15.	TREES ALONG SOUTHERN BOUNDARY LINE ON SUBJECT PROPERTY TO BE REMOVED AS PART OF CONSTRUCTION ACTIVITIES.

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KHA PROJECT
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 2028/7/30/25
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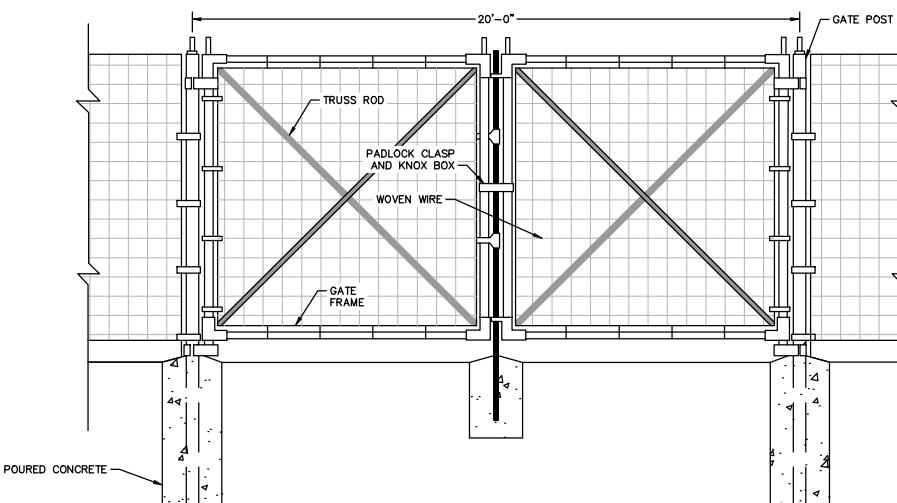
PROPOSED CONDITIONS PLAN
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 CHAMPAIGN COUNTY, IL
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 LANDSCAPE PLANS
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 11/11/2025
 10/16/2025
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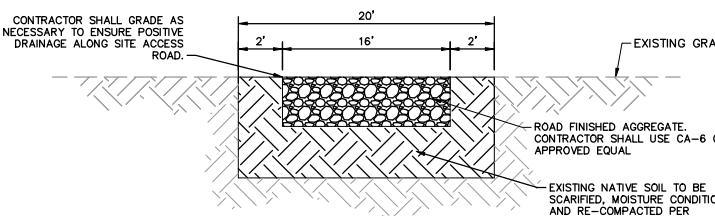


1 8' WOVEN WIRE FENCE
C-400 FOR REFERENCE ONLY - SUBJECT TO CHANGE DURING FINAL ENGINEERING

SCALE: NTS



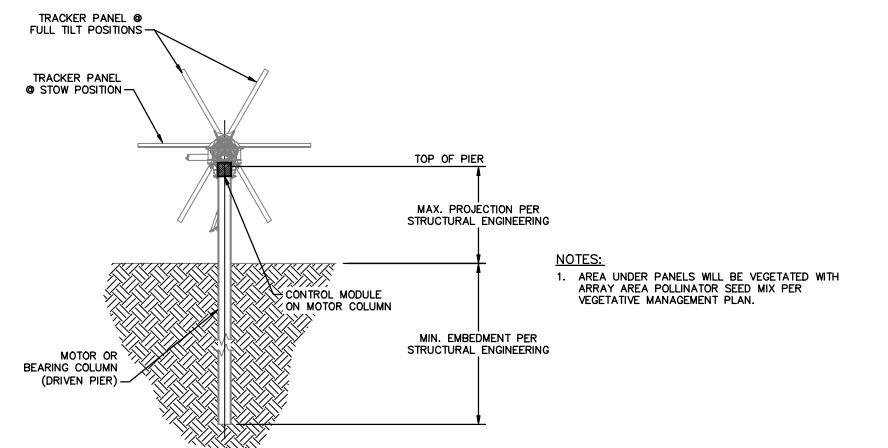
2 WOVEN WIRE FENCE - DOUBLE GATE
C-400 FOR REFERENCE ONLY - SUBJECT TO CHANGE DURING FINAL ENGINEERING
SCALE: NTS



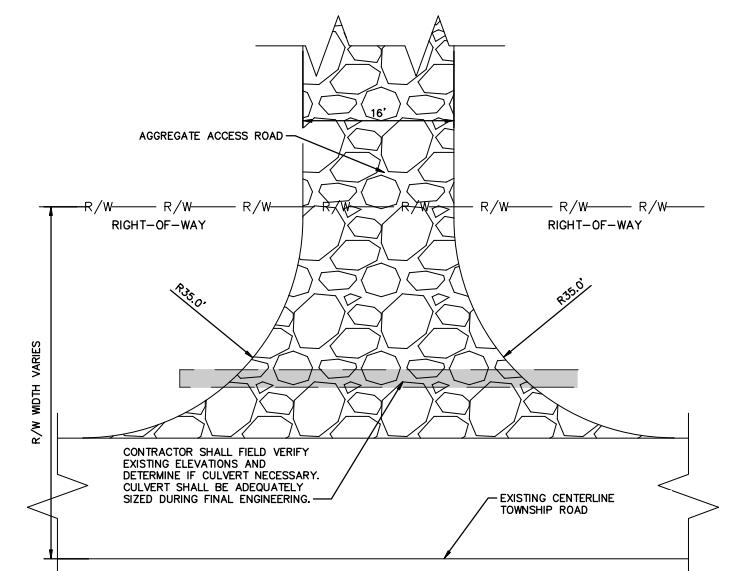
NOTES:
1. REMOVE ALL GRASSES AND ORGANICS WITHIN ACCESS ROAD AREA.
2. SCARIFY, MOISTURE CONDITION, AND RE-COMPACT EXISTING NATIVE SOILS PER GEOTECHNICAL ENGINEER RECOMMENDATIONS.
3. COMPACTION SHALL BE VERIFIED BY TESTING BY THE GEOTECHNICAL ENGINEER. AGGREGATE THICKNESS, SUBGRADE PREP, ETC. DETERMINED BY A GEOTECHNICAL ENGINEER.

4 TYPICAL SITE ACCESS ROAD
C-400 FOR REFERENCE ONLY - SUBJECT TO CHANGE DURING FINAL ENGINEERING
SCALE: NTS

NOTES:
1. ALL FENCING TO BE INSTALLED PER MANUFACTURER'S DESIGN AND SPECIFICATIONS.
2. MINIMUM FENCING SHALL BE 7' TALL.
3. NO BARBED WIRE SHALL BE INSTALLED.
4. FENCES SHALL BE LOCATED A MINIMUM OF 15' FROM PANELS.
5. CONCRETE FOOTINGS MAY BE ADDED TO END AND CORNER POSTS AT CONTRACTOR'S DISCRETION.



3 TYPICAL TRACKER (VERTICAL SECTION)
C-400 FOR REFERENCE ONLY - SUBJECT TO CHANGE DURING FINAL ENGINEERING
SCALE: NTS



NOTES:
1. COVER OVER CULVERT PIPE TO BE DETERMINED DURING FINAL ENGINEERING, MINIMUM 12" RECOMMENDED.
2. CULVERT MATERIAL TO BE DETERMINED DURING FINAL ENGINEERING. RECOMMENDED CORRUGATED METAL PIPE (CMP) OR REINFORCED CONCRETE PIPE (RCP).
3. CONTRACTOR SHALL GRADE AS NECESSARY TO ENSURE MAXIMUM SLOPE OF 8% ALONG ENTRANCE AND ENSURE POSITIVE DRAINAGE.

5 TYPICAL ROAD ENTRANCE
C-400 FOR REFERENCE ONLY - SUBJECT TO CHANGE DURING FINAL ENGINEERING
SCALE: NTS



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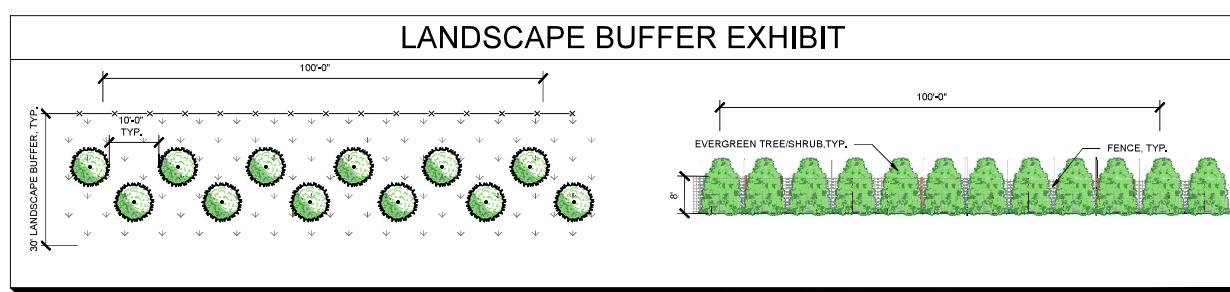
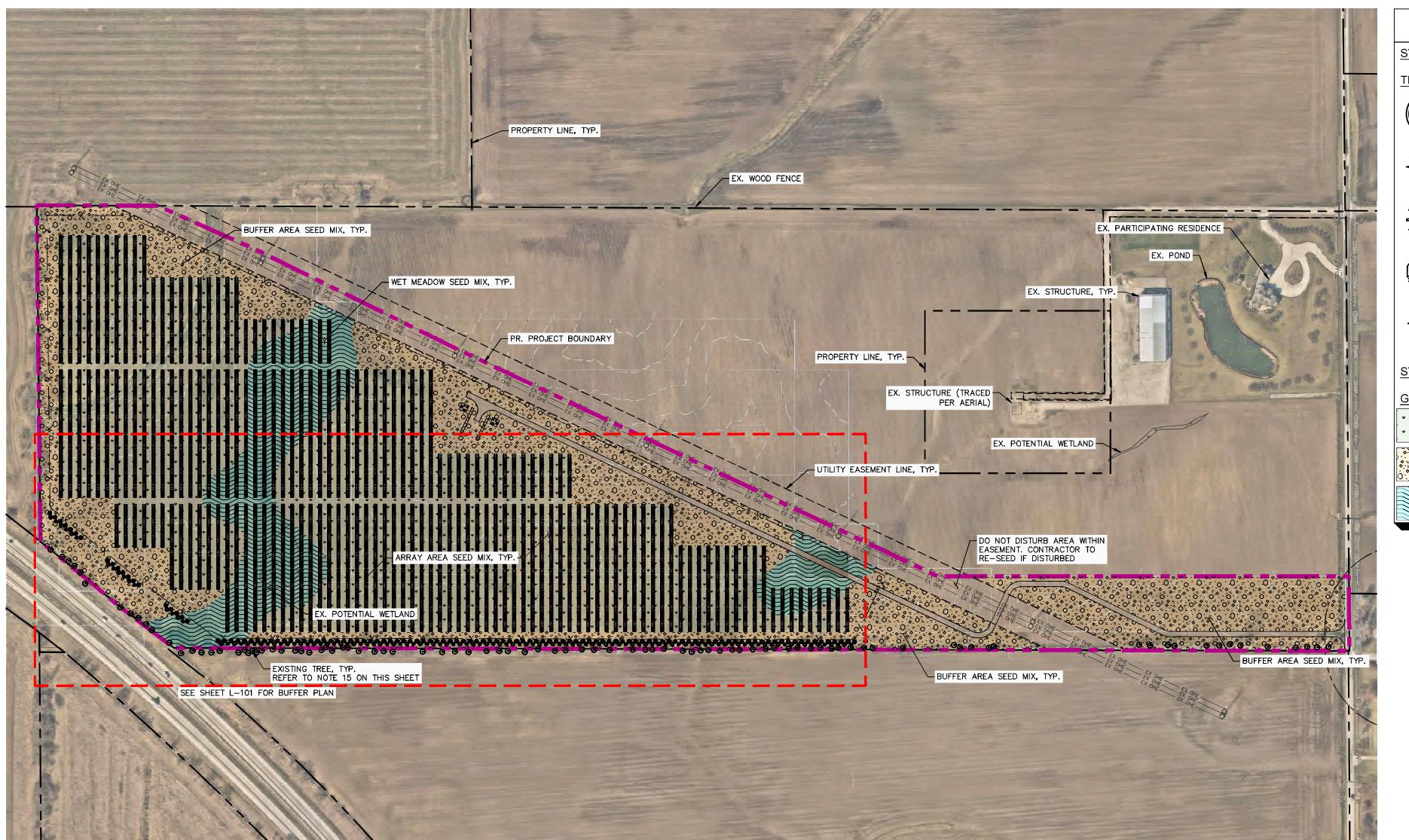
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26877905
DATE
10/16/2025
SCALE AS SHOWN
AT
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DRAWN BY
CHECKED BY

N DUNCAN ROAD
CONSTRUCTION
DETAILS

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DATE



SPECIES:	GROWTH RATE:	ESTIMATED 5 YEAR HEIGHT:
MOUNTBATTEN JUNIPER	Moderate (1" per season)	10'
EASTERN RED CEDAR	Moderate/FAST (1"-2" per season)	12'
GREEN GIANT ARBORVITAE	Fast (3"-4" per season)	18'
COLORADO BLUE SPRUCE ("FAT ALBERT")	Moderate/SLOW (1" per season)	10'

*NOTE: ACTUAL GROWTH RATES WILL VARY BASED ON CARE OF INSTALLATION, HEALTH OF NURSERY STOCK, TIME TO ESTABLISHMENT, WEATHER EVENTS, AND AVAILABLE SOIL NUTRIENTS. ALL NURSERY STOCK SHALL BE GUARANTEED BY THE CONTRACTOR, FOR ONE YEAR FROM DATE OF FINAL INSPECTION. SEE SHEET L-200 FOR FULL INSTALLATION AND ESTABLISHMENT. EXISTING VEGETATION BASED ON DESKTOP ANALYSIS AND IS FOR REFERENCE ONLY. CONTRACTOR TO VERIFY IN FIELD.



GRAPHIC SCALE IN FEET
0 100 200 400

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	SIZE
TREES					
(●)	EX		EXISTING TREE		
(+)	JC	56	JUNIPERUS CHINENSIS 'MOUNTBATTEN' / MOUNTBATTEN JUNIPER	B & B	5' HT. MIN.
(+)	JE	60	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	B & B	5' HT. MIN.
(+)	PF	56	PICEA PUNGENS GLAUCA 'FAT ALBERT' / FAT ALBERT COLORADO BLUE SPRUCE	B & B	5' HT. MIN.
(+)	TI	56	THUJA X 'GREEN GIANT' / GREEN GIANT ARBORVITAE	B & B	5' HT. MIN.
GROUND COVERS					
(●)	A5		ARRAY AREA SEED MIX		
(●)	O7		BUFFER AREA SEED MIX		
(●)	XL		WET MEADOW SEED MIX		

GENERAL LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING MATERIALS AND PLANTS SHOWN ON THE LANDSCAPE PLAN. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO REPAIR UTILITIES, ADJACENT LANDSCAPE, PUBLIC AND PRIVATE PROPERTY THAT IS DAMAGED BY THE CONTRACTOR OR THEIR SUBCONTRACTOR'S OPERATIONS DURING INSTALLATION OR DURING THE SPECIFIED MAINTENANCE PERIOD. CALL FOR UTILITY LOCATIONS PRIOR TO ANY EXCAVATION.
2. THE CONTRACTOR SHALL REPORT ANY DISCREPANCY IN PLAN VS. FIELD CONDITIONS IMMEDIATELY TO THE LANDSCAPE ARCHITECT, PRIOR TO CONTINUING WITH THAT PORTION OF WORK.
3. NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY OF THEIR TRENCHES OR EXCAVATIONS THAT SETTLE.
5. DO NOT DISTURB THE EXISTING PAVING, LIGHTING, OR LANDSCAPING THAT EXISTS ADJACENT TO THE SITE UNLESS OTHERWISE NOTED ON PLAN.
6. PLANT QUANTITIES SHOWN ARE FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL REVIEW AGENCIES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES AS DRAWN.
7. THE CONTINUED MAINTENANCE OF ALL REQUIRED LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY ON WHICH SAID MATERIALS ARE REQUIRED. ALL PLANT MATERIALS REQUIRED BY THIS SECTION SHALL BE MAINTAINED AS LIVING VEGETATION AND SHALL BE PROMPTLY REPLACED IF THE PLANT MATERIAL HAS DIED PRIOR TO FINAL ACCEPTANCE.
8. 50% OF THE PROPOSED LANDSCAPE BUFFER SHALL BE ALIVE AND PRESENT AT THE END OF THE SECOND YEAR OF OPERATION. INDIVIDUAL BUFFER TREES THAT CONTAIN 50% OR MORE OF DEAD FOLIAGE/BRANCHING SHALL BE DEEMED AS DEAD. DEAD VEGETATION SHALL BE REPLACED IN KIND UNTIL THE OVERALL BUFFER REACHES MORE THAN 50% ON SITE.
9. NO GENERAL SPRAY OF HERBICIDES IS TO BE USED FOR ANY SEEDED AREAS.
10. ONLY HERBICIDES FORMULATED FOR ANIMAL SAFETY SHALL BE USED.
11. ALL WORK DEEMED NATURAL AREA TO BE SEEDED OR PLANTED SHALL BE PERFORMED BY A QUALIFIED LANDSCAPE CONTRACTOR.
12. SEED SHALL BE OBTAINED FROM SOURCE(S) SPECIALIZING IN NATIVE SPECIES, WHERE AVAILABLE OR AS APPROVED BY CLIENT OR CLIENT'S REPRESENTATIVE. SEE THE VEGETATION MANAGEMENT PLAN FOR SPECIFICATIONS AND INITIAL SEED MIX RECOMMENDATIONS.
13. ALL SEED MIXES SHALL BE INSTALLED WITH A COVER CROP DEPENDENT ON SEASON AND REQUIREMENTS SPECIFIED PER SEED MIX / SEED SUPPLIER.
14. EXISTING AND PROPOSED TREES SHOWN FOR REFERENCE ONLY AND SHALL BE FIELD VERIFIED. CONTRACTOR TO OBTAIN APPROVAL FROM AUTHORITY HAVING JURISDICTION FOR FINAL TREE LOCATIONS.
15. TREES ALONG SOUTHERN BOUNDARY LINE ON SUBJECT PROPERTY TO BE REMOVED AS PART OF CONSTRUCTION ACTIVITIES.

N DUNCAN ROAD
SOLAR, LLC
CHAMPAIGN COUNTY, IL

LANDSCAPE PLAN

PRELIMINARY NOT
FOR CONSTRUCTION

SHEET NUMBER
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L-100

Kimley Horn

LANDSCAPE REVISION
10/16/2025
LANDSCAPE PLANS
REVISIONS
DATE



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To: **Champaign County Environment & Land Use Committee**

From: **John Hall, Zoning Administrator**
Charlie Campo, Senior Planner

Date: **January 26, 2026**

RE: **Recommendation for Decommissioning and Site Reclamation Plan for
County Board Special Use Permit Case 184-S-25**

Petitioner: **North Duncan Road Solar, LLC, c/o ReWild Renewables LLC, via agent
Zachary Farkes, and participating landowner T & S Franey LLC**

Request: **Case 184-S-25**
**Authorize a Community PV Solar Farm with a total nameplate capacity
of 4.99 megawatts (MW), on approximately 46 acres, including access
roads and wiring, in the AG-2 Agriculture Zoning District, and including
the following waivers of standard conditions:**

**Part A: A waiver for locating the PV Solar Farm less than one and
one-half miles from an incorporated municipality with a
zoning ordinance per Section 6.1.5 B.(2)a.(a)..**

**Part B: A waiver for not entering into a Roadway Upgrade and
Maintenance Agreement or waiver therefrom with the
relevant local highway authority prior to consideration of the
Special Use Permit by the Zoning Board of Appeals, per
Section 6.1.5 G.(1).**

Location: **Approximately 46 acres on the north half of the northeast quarter and the
northeast quarter of the northwest quarter of Section 28, Township 20
Range 8 East of the Third Principal Meridian, in Hensley Township,
being tax parcel 12-14-28-201-002 containing 113.70 acres, commonly
known as property owned by T & S Franey LLC.**

BACKGROUND

The petitioner applied for a Special Use Permit to construct a 4.99 (MW) Community Photovoltaic (PV) Solar Farm on a 46-acre site on the west side of N. Duncan Rd. in Hensley Township.

There is one document needing ELUC approval per the Zoning Ordinance as part of Case 184-S-25: Section 6.1.5 Q. of the Zoning Ordinance requires a Decommissioning and Site Reclamation plan that complies with Section 6.1.1 A including a decommissioning cost estimate prepared by an Illinois Professional Engineer.

DECOMMISSIONING AND SITE RECLAMATION PLAN

P&Z Staff reviewed the Decommissioning and Site Reclamation Plan (DSRP) received on November 12, 2025, against the Zoning Ordinance requirements in Section 6.1.5 Q. Staff found the information in the DSRP to be in compliance with the Zoning Ordinance.

Staff reviewed the cost estimates in the DSRP and compared them with previously approved DSRP cost estimates and found that the cost estimates for the current case 184-S-25 were comparable.

ATTACHMENT

A Case 184-S-25 Decommissioning and Site Reclamation Plan with decommissioning cost estimate received November 12, 2025

**Decommissioning and Site Reclamation Plan – N Duncan Road
Solar, LLC**

**Renewable Energy Solar Project
Off North Duncan Road
Hensley Township, IL 61822
Champaign County**

PIN: 12-14-28-201-002

Prepared by:
N Duncan Road Solar, LLC
c/o ReWild Renewables, LLC
PO Box 1320
Portsmouth, NH 03802

RECEIVED
NOV 12, 2025
CHAMPAIGN COUNTY
PLANNING & ZONING

DocuSigned by:

Patrick Jackson

2E0DA96703094B9
Signature of Applicant as required by:
§ 6.1.5(Q) of Champaign County Bylaws

Dated: November 7, 2025

1.0 INTRODUCTION

N Duncan Road Solar, LLC c/o ReWild Renewables, LLC (the Owner) is proposing to construct a solar photovoltaic energy project (the Project) in Champaign County, IL.

The proposed Project is located off N Duncan Road, northeast of the City of Champaign, on the southern portion of PIN: 12-14-28-201-002. The Project boundary encompasses approximately 42.9 acres within the fence on an approximately 113.7-acre parcel. The maximum nameplate generating capacity of the Project will be approximately 5.0 megawatts, alternating current (MW)_[AC]. Major components of the Project include solar modules, solar racking system, inverters and electrical equipment areas. The Project is currently considering bifacial poly-crystalline solar panels.

This Decommissioning and Site Reclamation Plan (the “Plan”) provides a description of the decommissioning and restoration phase of the Project and is intended to conform to the requirements identified in Section 17 of the Standard Agricultural Impact Mitigation Agreement entered into with the Illinois Department of Agriculture as well as the Champaign County Zoning Ordinance, with specifically applicable sections provided herein (Schedules 1 and 2) at the request of the Senior Planner of the Champaign County Department of Planning and Zoning department. The Project will consist of the installation of the perimeter fencing; solar arrays and associated racking and racking foundations; inverter stations; access and internal roads; electrical equipment areas; overhead distribution lines and structures (Figure 1) and consistent with the Special Use Permit application package filed with Champaign County.

This Plan is applicable to the decommissioning/deconstruction and restoration phases of the Project. A summary of the components to be removed is provided in Section 1.1. A summary of estimated costs associated with decommissioning the Project is also provided in Section 4.0.

1.1 SOLAR FARM COMPONENTS

The main components of the Project include:

- Solar panels and racking system
- Racking Foundations
- Inverter stations
- Electrical cabling and conduits
- Site access roads
- Perimeter fencing
- Electrical equipment areas
- Overhead distribution lines and structures

1.2 EXPECTED LIFETIME OF PROJECT

If properly maintained, the expected lifetime of a large-scale solar facility is approximately 25 to 40 years with an opportunity for a project lifetime of 50 years or more with equipment replacement and repowering. Depending on market conditions and project viability, the solar arrays may be retrofitted with updated components (e.g., panels, frame, tracking system, etc.) to extend the life of the project. In the

event that the modules are not retrofitted, or at the end of the Project's useful life, the panels and associated components will be decommissioned and removed from the Project site.

The value of the individual components of the solar facility will vary with time. In general, the highest component value would be expected at the time of construction with declining value over the life of the Project. Over most of the life of the Project, components such as the solar panels could be sold in the wholesale market for reuse or refurbishment. As efficiency and power production of the panels decrease due to aging and/or weathering, the resale value will decline accordingly. Secondary markets for used solar components include other large-scale solar facilities with similar designs that may require replacement equipment due to damage or normal wear over time; or other buyers (e.g., developers, consumers) that are willing to accept a slightly lower power output in return for a significantly lower price point when compared to new equipment.

Components of the solar facility that have resale value may be sold in the wholesale market. Components with no wholesale value will be salvaged and sold as scrap for recycling or disposed of at an approved offsite licensed solid waste disposal facility. Decommissioning activities will include removal of the arrays and associated components as listed in Section 1.1 and described in Section 2.

1.3 DECOMMISSIONING SEQUENCE

Decommissioning activities will begin within approximately three months of the Project ceasing operation and are anticipated to be completed 180 days. The Owner or its future affiliates or assigns will be the responsible party for implementing the decommissioning plan. Monitoring and site restoration may extend beyond this period to ensure successful revegetation and rehabilitation. The anticipated sequence of decommissioning and removal is described below; however, overlap of activities is expected.

- Reinforce access roads, if needed, and prepare site for component removal
- Install erosion control fencing and other best management practices (BMPs) to protect sensitive resources and control erosion during decommissioning activities
- De-energize solar arrays
- Dismantle panels and racking
- Remove structural foundations and backfill sites
- Remove inverter stations and foundations
- Remove electrical cables and conduits
- Remove access and internal roads and grade site (if required)
- Remove electrical equipment areas
- Remove overhead distribution lines and structures
- De-compact subsoils as needed, restore and revegetate disturbed land to pre- construction conditions to the maximum extent practicable

2.0 PROJECT COMPONENTS AND DECOMMISSIONING ACTIVITIES

The solar facility components and decommissioning activities necessary to restore the Project area, as near as practicable, to pre-construction conditions are described within this section.

2.1 OVERVIEW OF SOLAR FACILITY SYSTEM

The Project anticipates utilizing approximately 11,088 solar modules, with a total nameplate generating capacity of approximately 7.4 MW, direct current (DC) (5.0 MW_{AC}). The Project area encompasses approximately 45.7 acres and will be bounded by perimeter fencing as shown on Figure 1 (preliminary design; subject to modification). The land within the perimeter fencing is predominantly agricultural land that has been growing row crops. Statistics and estimates provided in this Plan are based on a 670-watt bifacial module although the final panel manufacturer has not been selected at the time of this report.

Foundations, steel piles, and electric cabling and conduit installed below the soil surface will be removed. Access roads may be left in place if requested and/or agreed to by the landowner; however, for purposes of this assessment, all access roads are assumed to be removed.

Estimated quantities of materials to be removed and salvaged or disposed of are included in this section. Many of the materials described have salvage value; although, there are some components that will likely have none at the time of decommissioning. Removed materials will be salvaged or recycled to the extent possible. Other waste materials will be disposed of in accordance with state and federal law in an approved licensed solid waste facility. For calculating the decommissioning costs, salvage values or re-sale values of the primary components were not factored into the calculation.

2.2 SOLAR MODULES

The Project is considering a bifacial poly-crystalline panel (670 watt) or a similar module for the Project. Each module assembly (with frame) has a total weight of approximately 84 pounds. The modules will be approximately 94 inches by 51 inches in size and are mainly comprised of non-metallic materials such as silicon, glass, composite film, plastic, and epoxies, with an anodized aluminum frame.

At the time of decommissioning, module components in working condition may be refurbished and sold in a secondary market yielding greater revenue than selling as salvage material. If not re-used or salvaged the material will be disposed of at an approved recycling facility.

2.3 RACKING SYSTEM AND SUPPORT

The solar modules will be mounted on a single axis tracker racking system, such as the one-in-portrait system manufactured Array Technologies, or similar system. Each row will vary in length as shown in Figure 1. The racking system is mainly comprised of high-strength galvanized steel and anodized aluminum; steel piles that support the system are assumed to be comprised of galvanized steel.

The solar arrays will be deactivated from the surrounding electrical system and made safe for disassembly. The steel piles will be completely removed from the ground.

The supports, racking system, and posts contain salvageable materials which can be sold to provide revenue to offset the decommissioning costs.

2.4 INVERTER STATIONS

The inverter stations generally sit on small concrete footings or piers on steel piles within the array. The inverters will be deactivated, disassembled and removed. For purposes of this report, it is assumed that piers with steel piles will be utilized. Depending on condition, the equipment may be sold for refurbishment and re-use. If not re-used, they will be salvaged, recycled, or disposed of at an approved solid waste management facility.

2.5 ELECTRICAL CABLING AND CONDUITS

The Project's underground electrical collection system will be placed at a depth of approximately three feet below the ground surface. All cabling will be removed and salvaged. Any material not re-used or salvaged will be disposed of at an approved solid waste management facility.

2.6 ELECTRICAL EQUIPMENT AREA

The Project will include one electrical equipment area, with an approximately 12-foot by 20-foot footprint. The equipment area will contain a gravel pad, concrete foundations, transformer and associated switchgear. The transformers and switchgear may be sold for re-use or salvage. Components of the electrical equipment that cannot be salvaged will be transported off-site for disposal at an approved waste management facility.

2.7 OVERHEAD DISTRIBUTION LINE

The Project will include a series of utility poles and a short overhead run to interconnect with Ameren's overhead utilities. The utility pole and overhead wires will be removed and transported off-site for disposal at an approved waste management facility.

2.8 PERIMETER FENCING AND ACCESS ROADS

The Project will include a security fence around the perimeter of the site. The fence will total approximately 6,425 feet in length. The perimeter fence will be removed and may be sold for re-use or salvage. Components of the fence that cannot be salvaged will be transported off-site for disposal at an approved waste management facility.

A gravel access drives will provide direct access to the solar facility from the public way and run to the center electrical equipment area. The site access drives will be approximately 16 feet in width and total approximately 2,900 feet in length. If required, the gravel will be removed from the site and may be sold for re-use. Material that cannot be re-used will be transported off-site for disposal.

3.0 LAND USE AND ENVIRONMENT

3.1 SOILS AND AGRICULTURAL LAND

Areas of the Project that were previously utilized for agricultural purposes will be restored to their pre-construction condition. Restored areas will be revegetated in consultation with the current landowner and in compliance with regulations in place at the time of decommissioning. Land disturbed by Project facilities will be restored in such a way to be used in a reasonably similar manner to its original intended use as it existed prior to Project construction.

3.2 RESTORATION AND REVEGETATION

Project sites that have been excavated and backfilled will be graded as previously described. Soils compacted during de-construction activities will be de-compacted, as necessary, to restore the land to pre-construction land use. Topsoil will be placed on disturbed areas and seeded with appropriate vegetation or in coordination with landowners within agricultural land. Work will be completed to comply with the conditions agreed upon by the Owner and the County's/State's permitting requirements in affect at the time of decommissioning.

3.3 SURFACE WATER DRAINAGE AND CONTROL

The proposed Project area is predominantly located on agricultural land. The terrain is relatively flat and protected by vegetated buffers. The Project facilities are being sited to avoid wetlands, waterways, and drainage ditches and tile. The existing Project site conditions and proposed BMPs to protect surface water features will be detailed in a Project Stormwater Pollution Prevention Plan (SWPPP) for the Project prior to the commencement of construction activities.

Surface water conditions at the Project site will be reassessed prior to the decommissioning phase. Construction storm water permits will also be obtained and a SWPPP prepared describing the protection needed to reflect conditions present at the time of decommissioning. BMPs may include construction entrances, temporary seeding, permanent seeding, mulching (in non-agricultural areas), erosion control matting, silt fence, filter berms, and filter socks.

3.4 MAJOR EQUIPMENT REQUIRED FOR DECOMMISSIONING

The activities involved in decommissioning the Project include removal of the above ground components of the Project and restoration as described in Sections 2 and 3.2.

Equipment required for the decommissioning activities is similar to what is needed to construct the solar facility and may include, but is not limited to: small cranes, low ground pressure (LGP) track mounted excavators, backhoes, LGP track bulldozers, LGP off-road end-dump trucks, front-end loaders, deep rippers, water trucks, disc plows and tractors to restore subgrade conditions, and ancillary equipment. Over-the-road dump trucks will be required to transport material removed from the site to disposal facilities.

4.0 DECOMMISSIONING COST ESTIMATE SUMMARY

Expenses associated with decommissioning the Project will be dependent on labor costs at the time of decommissioning. For the purposes of this report approximate 2025 average market values were used to estimate labor expenses. Fluctuation and inflation of the labor costs were not factored into the estimates.

4.1 DECOMMISSIONING EXPENSES

Project decommissioning will incur costs associated with disposal of components not sold for salvage, including materials which will be disposed of at a licensed facility, as required. For calculating the decommissioning costs, salvage values or re-sale values of the primary components were not factored into the calculation.

Decommissioning costs also include backfilling, grading and restoration of the proposed Project site as described in Section 2. The table below summarizes the estimates for activities associated with the major components of the Project.

Table of Estimated Decommissioning Expenses:

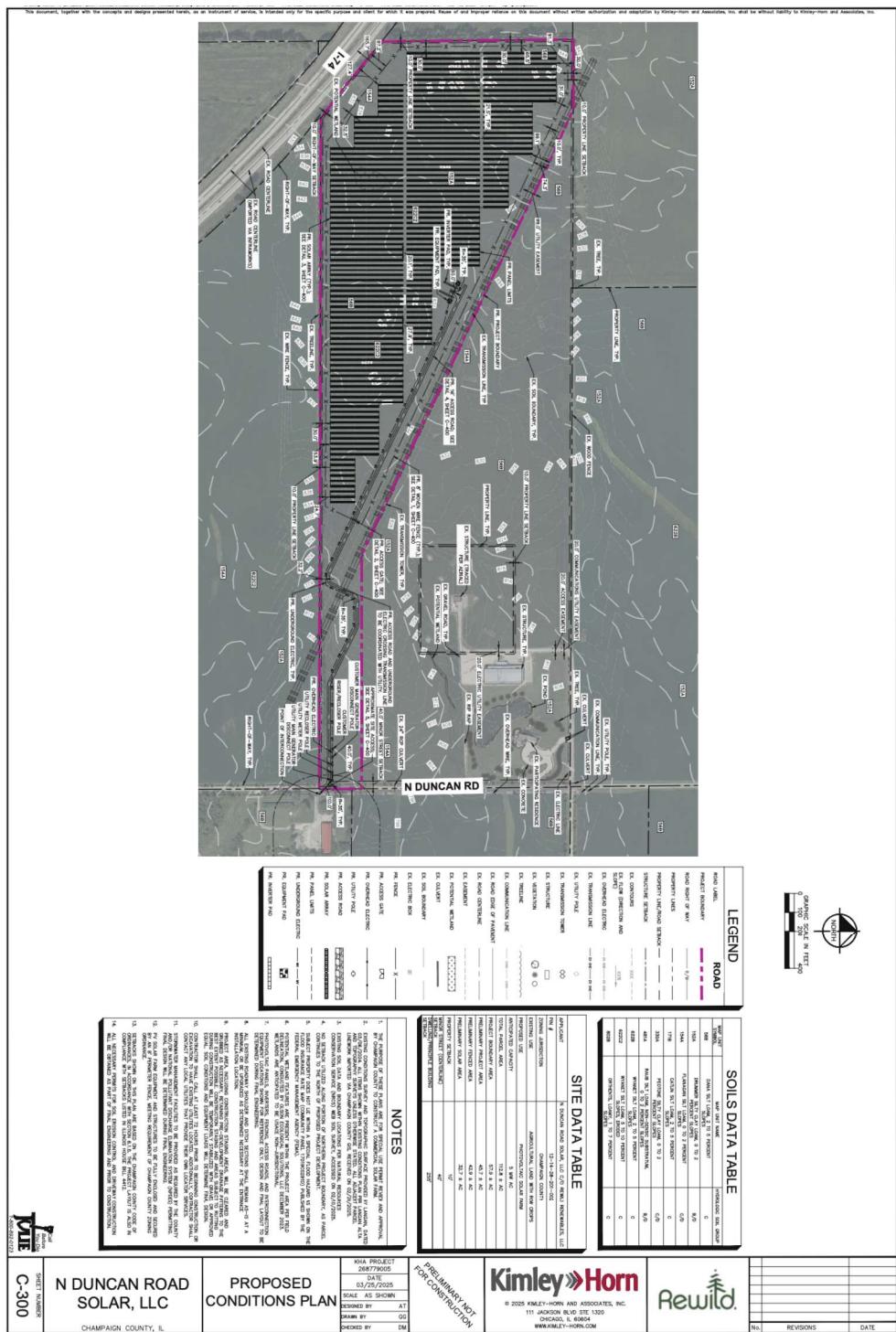
Activity	Unit	Quantity	Cost per Unit	Total Cost
Overhead and management (includes estimated permitting required)	Lump Sum	1	\$80,000.00	\$80,000
Solar modules; disassembly and removal	Each	11088	\$5.67	\$62,869
Racking System disassembly and removal	Linear Feet	19031	\$3.25	\$61,851
Steel pile/post removal	Each	1729	\$8.95	\$15,475
Remove buried cable	Linear Feet	9552	\$0.40	\$3,821
Inverter station removal	Each	1	\$5,500.00	\$5,500
Access road excavation and removal	Linear Feet	2900	\$4.73	\$13,717
Perimeter fence removal	Linear Feet	6425	\$3.15	\$20,239
Topsoil replacement for roads and rehabilitation of site	Lump Sum	10254	\$2.20	\$22,559
Erosion controls installation and removal	Linear Feet	7500	\$2.35	\$17,625
Electrical transmission structure removal (including utility poles)	Each	5	\$1,000.00	\$5,000
Electrical equipment area removal	Each	2	\$2,500.00	\$5,000
Champaign County Administrative Costs	% of Subtotal	2.50%	\$7,841.37	\$7,841
Total Decommissioning Cost				\$321,496
Bond Amount (125% of cost)				\$401,870

4.2 DECOMMISSIONING SUMMARY AND FINANCIAL ASSURANCE

The following is a summary of the summary of the net estimated cost to decommission the Project, using the information detailed in section 4.1. The total estimated decommissioning cost is \$321,496. Per the requirements of the Champaign County Zoning Ordinance, the operator shall provide an irrevocable letter of credit in a form acceptable to the County to secure payment of 125% of the anticipated cost of removal of all associated site improvements and restoration of the site to its pre-development condition resulting in a total assured amount of \$401,870, as shown above. The letter of credit will be funded per AIMA standards and as outlined in Section 17(D) of the AIMA.

FIGURES

Figure 1: Proposed Project Layout



Schedules

Schedule 1: Transcription of Sec. 6.1.5Q.(3) of the Champaign County Zoning Ordinance

Applicant agrees to the following stipulations and requirements:

- a. A stipulation that the applicant or successor shall notify the GOVERNING BODY by certified mail of the commencement of voluntary or involuntary bankruptcy proceeding, naming the applicant as debtor, within ten days of commencement of proceeding.
- b. A stipulation that the applicant shall agree that the sale, assignment in fact or law, or such other transfer of applicant's financial interest in the PV SOLAR FARM shall in no way affect or change the applicant'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 PV SOLAR FARM.
- c. Authorization for the GOVERNING BODY and its authorized representatives for right of entry onto the PV SOLAR FARM premises for the purpose of inspecting the methods of reclamation or for performing actual reclamation if necessary.
- d. A stipulation that at such time as decommissioning takes place the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan are required to enter into a Roadway Use and Repair Agreement with the relevant highway authority.
- e. A stipulation that the Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan shall provide evidence of any new, additional, or substitute financing or security agreement to the Zoning Administrator throughout the operating lifetime of the project.
- f. A stipulation that the Applicant, 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 PV SOLAR FARM or prior to ceasing production of electricity from the PV SOLAR FARM, 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.
- g. The decommissioning and site reclamation plan shall provide for payment of any associated costs that Champaign COUNTY may incur in the event that decommissioning is actually required. Associated costs include all administrative and ancillary costs associated with drawing upon the financial assurance and performing the reclamation work and shall include but not be limited to: attorney's fees; construction management and other professional fees; and the costs of preparing requests for proposals and bidding documents required to comply with State law or Champaign COUNTY purchasing policies.
- h. The depth of removal of foundation concrete below ground shall be a minimum of 54 inches. The depth of removal of foundation concrete shall be certified in writing by an Illinois Licensed Professional Engineer and the certification shall be submitted to the Zoning Administrator.

- i. Underground electrical cables of a depth of 5 feet or greater may be left in place.
- j. The hole resulting from the removal of foundation concrete during decommissioning shall be backfilled as follows:
 - (a) The excavation resulting from the removal of foundation concrete shall only be backfilled with subsoil and topsoil in similar depths and similar types as existed at the time of the original PV SOLAR FARM construction except that a lesser quality topsoil or a combination of a lesser quality topsoil and a subsoil that is similar to the native subsoil may be used at depths corresponding to the native subsoil but not less than 12 inches below grade.
 - (b) The native soils excavated at the time of the original PV SOLAR FARM construction may be used to backfill the concrete foundation excavations at the time of decommissioning provided that the soils are adequately stored throughout the operating lifetime of the PV SOLAR FARM. The methods for storing the excavated native soils during the operating lifetime of the PV SOLAR FARM shall be included in the decommissioning and site reclamation plan.
 - (c) If the excavated native soils are not stored for use for backfilling the concrete foundation excavations, a qualified soil scientist of Illinois Licensed Professional Engineer shall certify that the actual soils used to backfill the concrete foundation excavations are of equal or greater quality than the native soils or that, in the case of subsoil, the backfill soil meets the requirements of this paragraph. The certification shall be submitted to the Zoning Administrator.
 - (d) An Illinois Licensed Professional Engineer shall certify in writing that the concrete foundation excavations have been backfilled with soil to such a depth and with a minimum of compaction that is consistent with the restoration of productive agricultural use such that the depth of soil is expected to be no less than 54 inches within one year after backfilling.
- k. A stipulation that should the decommissioning and site reclamation plan be deemed invalid by a court of competent jurisdiction the PV SOLAR FARM SPECIAL USE Permit shall be deemed void.
- l. A stipulation that the Applicant's obligation to complete the decommissioning and site reclamation plan and to pay all associated costs shall be independent of the Applicant's obligation to provide financial assurance.
- m. A stipulation that the liability of the Applicant's failure to complete the decommissioning and site reclamation plan or any breach of the decommissioning and site reclamation plan requirement shall not be capped by the amount of financial assurance.
- n. If the Applicant desires to remove equipment or property credited to the estimated salvage value without the concurrent replacement of the property with property of equal or greater salvage value, or if the Applicant installs equipment or property increasing the cost of decommissioning after the PV SOLAR FARM begins to produce electricity, at any point, the Applicant shall first obtain the consent of the Zoning Administrator. If the Applicant's lien holders remove equipment or property credited to the salvage value, the Applicant shall promptly notify the Zoning Administrator. In either of these events, the total financial assurance shall be adjusted to reflect any change in total salvage value and total decommissioning costs resulting from any such removal or installation.

Schedule 2: Compilation of Sec. 6.1.1A.9. and Sec 6.1.5Q.(5) of the Champaign County Zoning Ordinance

Applicant agrees to the following stipulations and requirements:

The Zoning Administrator may draw on the funds to have said NON-ADAPTABLE STRUCTURE (the solar farm) removed when any of the following occur:

- a. No response is received from the land owner within thirty (30) days from initial notification by the Zoning Administrator;
- b. The land owner does not enter, or breaches any term of a written agreement with the COUNTY to remove said NON-ADAPTABLE STRUCTURE (the solar farm) as provided in Section 6.1.1A.8.;
- c. Any breach or performance failure of any provision of the decommissioning and site reclamation plan;
- d. The owner of record has filed a bankruptcy petition, or compromised the COUNTY's interest in the letter of credit in any way not specifically allowed by the decommissioning and site reclamation plan;
- e. A court of law has made a finding that a NON-ADAPTABLE STRUCTURE (the solar farm) constitutes a public nuisance;
- f. The owner of record has failed to replace an expiring letter of credit within the deadlines set forth in Section 6.1.1A.6. of the Zoning Ordinance; or
- g. Any other conditions to which the COUNTY and the land owner mutually agree, as set forth in the decommissioning and site reclamation plan.
- h. In the event that any PV SOLAR FARM or component thereof ceases to be functional for more than six consecutive months after it starts producing electricity and the Owner is not diligently repairing such PV SOLAR FARM or component
- i. In the event that the Owner declares the PV SOLAR FARM or any PV SOLAR FARM component to be functionally obsolete for tax purposes.
- j. There is a delay in the construction of any PV SOLAR FARM of more than 6 months after construction on that PV SOLAR FARM begins.
- k. Any PV SOLAR FARM or component thereof that appears in a state of disrepair or imminent collapse and/or creates an imminent threat to the health or safety of the public or any person.
- l. Any PV SOLAR FARM or component thereof that is otherwise derelict for a period of 6 months.

- m. The PV SOLAR FARM is in violation of the terms of the PV SOLAR FARM SPECIAL USE Permit for a period exceeding ninety (90) days.
- n. The Applicant, its successors in interest, and all parties to the decommissioning and site reclamation plan has failed to maintain financial assurance in the form and amount required by the SPECIAL USE Permit or compromised the COUNTY's interest in the decommissioning and site reclamation plan.
- o. The COUNTY discovers any material misstatement of fact of misleading omission of fact made by the Applicant in the course of the SPECIAL USE Permit Zoning Case.
- q. The Applicant has either failed to receive a copy of the certification of design compliance required by paragraph 6.1.5D. or failed to submit it to the COUNTY within 12 consecutive months of receiving a Zoning Use Permit regardless of the efforts of the Applicant to obtain such certification
- r. The Zoning Administrator may, but is not required to, deem the PV SOLAR FARM abandoned, or the standards set forth above met, with respect to some, but not all, of the PV SOLAR FARM. In that event, the Zoning Administrator may draw upon the financial assurance to perform the reclamation work as to that portion of the PV SOLAR FARM only. Upon completion of that reclamation work, the salvage value and reclamation costs shall be recalculated as to the remaining PV SOLAR FARM

**COLLECTOR, COORDINATOR, AND HOST SITE AGREEMENT
2026 RESIDENTIAL ELECTRONICS COLLECTIONS**

This Agreement is made as of the date below the signature of the last entity to sign it, by and between CHAMPAIGN COUNTY, ILLINOIS, PARKLAND COLLEGE, and A-TEAM RECYCLERS. The authorized signatures of Champaign County, serving as Coordinator of planning for the 2026 Residential Electronics Collection extended event ("Coordinator"), A-Team Recyclers ("Collector"), and Parkland College ("Host Site"), signify acceptance of the terms of this Agreement. The Host Site location is: Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

Section 1. Term

This Agreement is for services to be provided in conjunction with two Residential Electronics Collection events scheduled to take place in 2026. The first event will start on Friday, May 15, 2026, and end on Saturday, May 16, 2026. The second event will start on Friday, October 9, 2026, and end on Saturday, October 10, 2026.

Section 2. Collection Event Schedule

- 2-1. The set up for the first event will start on Friday, May 15, 2026, and end on Saturday, May 16, 2026. The set up for the second event will start on Friday, October 9, 2026, and end on Saturday, October 10, 2026.
- 2-2. For both Residential Electronics Collection events, Saturday appointments times will be filled prior to expanding to provide for Friday afternoon appointment times. For each event, the advertised hours of the collection event will be, by appointment only, 7:00 a.m. – noon on Saturday, and then, as need be, noon – 3 p.m. on Friday.

Section 3. Access to Host Site

- 3-1. The Coordinator event staff, the Collector, and miscellaneous vendors will have access to the Parking Lots M-2, M3, and M-4 as follows:
 - A. For the first event on Friday, May 15, 2026, from 8:00 a.m. to 9:00 p.m., and Saturday, May 16, 2026, from 6:00 a.m. to 9:00 p.m.
 - B. For the second event on Friday, October 9, 2026, from 8:00 a.m. to 9:00 p.m., and Saturday, October 10, 2026, from 6:00 a.m. to 9:00 p.m.

Section 4. Coordinator

- 4-1. The Coordinator, assuming the continued assistance of participating municipal event sponsors, agrees as follows, for the extended collection event:
 - A. To pay the Collector a one-time flat-rate collection fee in an amount that may range from \$15,000 per event to a maximum of \$23,000 per event. Variables include whether sufficient community service workers are available to assist in

unloading of vehicles during the event, whether the event is expanded to include Friday afternoon collection appointments for residents or whether the event includes only Saturday morning collection appointments for residents.

- B. To participate in promoting each event, indicating: a four-TV limit per household; the need for residents to register online in advance to participate in the one-day collection event; and limiting participation to the residents of unincorporated Champaign County, and residents of the municipalities in Champaign County that support the Residential Electronics Collection event.
- C. To implement, with municipal event sponsors, residents' use of an online reservation system in advance to schedule participation in the collection event.
- D. To provide sufficient event staff and volunteers at each event to:
 - 1) Safely direct vehicles through the collection area; and
 - 2) Pick up on-site trash and recyclable cardboard, paper, Styrofoam generated during the collection event, and sort these items into designated on-site containers.

Section 5. Collector Services to be Provided

- 5-1. The Collector shall register as a Collector with the Illinois Environmental Protection Agency as required under law, and shall agree to fulfill all the collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (attached as Appendix A) with regard to the electronics devices collected at the planned extended collection event indicated in Section 2, during all times covered under this agreement.
- 5-2. For the one-time, flat-rate collection fee of \$15,000 to \$23,000 to be charged to the Coordinator for each event as described in Section 4, the Collector agrees to provide the services as listed below to the Coordinator at the planned extended collection event indicated in Section 2, that will take place at Lot M-4 of the Host Site premises of Parkland College, located at 2400 W. Bradley Avenue, Champaign, Illinois.
 - A. The Collector will pre-arrange with the designated recycler under CERA to receive sufficient quantities of packaging materials, including Gaylords, shrink wrap, and pallets, from the recycler so that the packaging materials are available for set-up and use at the Host Site at Lot M-4 of Parkland College prior to each collection event.
 - B. If the Collector uses any additional packaging materials not provided by the designated recycler under CERA, it shall be at the Collector's own expense and that the additional packaging materials of a similar quality and type as those provided by the recycler.

Agreement Between Collector, Coordinator, and Host Site

- C. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, for each event.
- D. The Collector will supply necessary staff at the Host Site for each event as follows:
 - 1) If an event is expanded to include Friday afternoon online appointments for residents, for the first event, by 10 a.m. on Friday, May 15, 2026, and by 6:30 a.m. on Saturday, May 16, 2026; and, for the second event, by 10 a.m. on Friday, October 9, 2026, and by 6:30 a.m. on Saturday, October 10, 2026.
 - 2) If an event will include online appointments for residents only on Saturday morning, for the first event, by 6:30 a.m. on Saturday, May 16, 2026; and, for the second event, by 6:30 a.m. on Saturday, October 10, 2026.
- E. Based on the best available information about the extended planned event to be provided by the Coordinator to the Collector, the Collector will arrange with the designated recycler under CERA in advance of each event to strive to provide a sufficient and accurate quantity of trucks or trailers to be present at the Host Site for loading at each event, and not overestimate the number of trucks or trailers needed to be present at each event for loading.
- F. The Collector is responsible to supply necessary staff required for collecting, sorting, and packaging of collected residential CEDs in a manner consistent with the packaging instructions provided by the designated recycler under CERA and in accordance with Collector obligations listed in Section 1-45 of the Illinois Consumer Electronics Recycling Act (415 ILCS 151/1-45).
- G. The Collector is responsible for loading the collected and properly packaged residential CEDs onto trailers or trucks and shall strive to ensure a full load at a net weight of 18,000 pounds per trailer or truck loaded.

5-3. The Collector agrees to collect, sort, package, and load into trucks to be provided onsite, the following accepted items (working and non-working) at each event indicated in Section 2:

Cable and Satellite Receivers
Cameras
Cash Registers and Credit Card Readers
Cell Phones and Accessories
Chargers
Circuit Boards

Computer Servers
Computers and Computer Parts
Copiers/Printers/Scanners/Fax Machines/Typewriters
DVD/VHS Players
External Drives
Ferrous and Non-Ferrous Metals
Ink and Toner Cartridges
Laptops/Tablets/eReaders
Mice and Keyboards
Microwaves
Monitors: All Types
MP3/iPods/etc.
Networking Equipment: Modems, Switches, Routers, Hubs
Phones and Telecom Equipment
Projectors
Rechargeable Batteries: Lithium Ion, Ni-Cd, Lead Acid, Ni-Mh
Stereos/Radios/Speakers
Televisions: All Types
Uninterrupted Power Supplies
Video Game Consoles
Wire, Cables and Christmas Lights

5-4. The Collector will not accept the following unaccepted items at each event indicated in Section 2:

Freon Containing Items (AC units, dehumidifiers)
Light Bulbs
Liquid Containing Items
Loose Alkaline Batteries (accepted while contained in electronic devices)
Thermostats
White Goods (refrigerators, freezers)
Wooden speakers or large speakers

5-5. The Collector agrees to arrange for and pay all costs associated with the provision of adequate powered industrial trucks, e.g., a forklift and/or a motorized transport vehicle (MTV), plus an adequate number of properly certified forklift operators or MTV operators, to be available for each event.

5-6. Except for the recyclable materials (e.g., cardboard and Styrofoam) and trash at each collection event, which the Coordinator staff and volunteers are able to divert and able to fit into the onsite Coordinator or Host Site containers provided at the Host-Site for subsequent recycling or removal, the Collector will accept and load the surplus remaining recyclable materials generated at each event (e.g., plastics, cardboard, and

Styrofoam) and all surplus remaining trash generated at each event and remove those materials from the Host Site on the final day of each event.

- 5-7. The Collector will provide proof of insurance one month prior to each event as part of the contractual service agreement with the Coordinator and the Host Site, with Champaign County, Parkland College, and City of Urbana, City of Champaign, and Village of Savoy listed as additional insured.
- 5-8. The Collector staff shall comply with requests from the Host Site's representative on site pertaining to safety of people, property, and equipment and use of the Host Site.
- 5-9. For each event indicated in Section 2, if the designated recycler under CERA does not plan to completely remove all collected electronics materials from the Host Site by 9 p.m. on that Saturday, the Collector agrees to securely store all collected electronics materials that may remain at the Host Site by 9:00 p.m. on that Saturday within semitrailers or trucks provided by the recycler and that are located in Parking Lot M-4 of the Host Site.

The Collector shall arrange with the designated recycler under CERA, that the recycler completely remove and transport all electronics materials collected at the extended collection event and securely stored within semi-trucks and/or trucks at Parking Lot M-4 of the Host Site by 11 p.m. on the Monday following each event indicated in Section 2. The Collector further agrees that if the recycler should fail to remove materials collected and stored at the Host Site by the deadline established in this paragraph that the Collector will pay a late fee of \$500 per day, commencing on the Tuesday following each event, and continuing until the removal of the stored collected electronics materials. The Collector shall pay any late fees due pursuant to this Paragraph to Parkland College, Attn.: James Bustard, Physical Plant Director, Parkland College, 2400 W. Bradley Avenue, Champaign, Illinois.

- 5-11. Reporting/Documentation of E-waste: The Collector will provide the Coordinator with a receiving report that includes volumes/pounds, description, service date, manifest numbers for all items collected at the extended event, as soon as it becomes available and prior to January 1, 2027.

Section 6. Data Security Requirements

- 6-1. All electronics materials brought to the extended event indicated in Section 2 shall immediately become the property of the Collector. No Coordinator event staff, or volunteers or Host Site staff shall take any collected electronics material. All collected electronics material will be brought back to the designated recycler's facility for further processing or transported directly to a manufacturer-funded electronics recycler.
- 6-2. To discourage theft of the collected CEDs, the Collector shall safeguard collected CEDs at each event and will strive to ensure that collected CEDs are securely loaded onto trucks

or trailers provided onsite by the designated recycler under CERA, so that recycler can meet requirements for confidentiality and destruction of information or data remaining on hard drives or other electronics equipment.

- 6-3. The Coordinator and Host Site assume no responsibility for information left on any hard drive.

Section 7. Employment Issues

- 7-1. The Collector agrees that it is an independent Collector. Supplies provided and services performed pursuant to this Agreement are not rendered as an employee of either the Coordinator or the Host Site and any money received by the Collector pursuant to this Agreement does not constitute compensation paid to an employee.
- 7-2. Neither the Coordinator nor the Host Site assumes liability for actions of the Collector or its subcontractors under this Agreement. The Collector shall maintain sufficient supervision and control of its operation to ensure that services enumerated herein shall be performed in a good and professional manner at all times. The Collector is responsible for paying the payroll taxes and any employee benefits that the Collector utilizes for this event.

Section 8. Licenses and Related Laws

- 8-1. The Collector, by signing this Agreement, warrants that the Collector, its employees, and its Collectors which will perform services requiring a license, will have and maintain any required license. However, the Collector may meet the license requirement through use of a subcontractor; provided however, the Collector's use of a subcontractor in that circumstance does not relieve the Collector of any obligations under the Agreement.
- 8-2. The Collector agrees that it will comply with all applicable laws, ordinances and regulations of any kind whatsoever in the performance of this Agreement.

Section 9. Liability and Insurance: Coordinator

- 9-1. The Coordinator agrees to assume all risk of loss and to indemnify and hold the Collector and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Coordinator's or its subcontractor's negligent or intentional acts or omissions.
- 9-2. The Coordinator further agrees to maintain adequate insurance to protect the Collector and the Host Site against such risks. The Coordinator shall carry public liability, casualty, and auto insurance in sufficient amount to protect the Collector and the Host Site from liability for acts of the Coordinator naming Parkland College as an insured. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per

occurrence and for property damage, \$1,000,000 per occurrence. The Coordinator shall carry Worker's Compensation Insurance in amount required by laws.

- 9-3. The Coordinator assumes full responsibility for and shall indemnify the Collector and Host Site for all loss or damage of whatsoever kind and nature to any and all Collector and Host Site property resulting from the negligent acts or omissions of the Coordinator or any employee, agent, or representative of the Coordinator or its subcontractor. The Coordinator shall do nothing to prejudice the Collector's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Collector or Host Site) property, and shall upon request and at the Collector's or Host Site's expense, furnish to the Collector or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Collector or Host Site in obtaining recovery.
- 9-4. All electronics materials brought to the extended collection event indicated in Section 2 shall immediately become the property of the Collector for loading onto trucks or trailers provided at the Host Site premises by the designated recycler under CERA for transport and processing. No Coordinator staff, Host Site staff, or event volunteers shall take any electronics materials.
- 9-5. The Coordinator shall provide the Collector and Host Site with proof of such insurance one month prior to each collection event as set forth in 9-2 above.

Section 10. Liability and Insurance: Collector

- 10-1. The Collector agrees to assume all risk of loss and to indemnify and hold the Coordinator and the Host Site, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suites, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of the Collector's or its subcontractor's negligent or intentional acts or omissions.
- 10-2. The Collector further agrees to maintain adequate insurance to protect the Coordinator and the Host Site against such risks. The Collector shall carry public liability, casualty, and auto insurance in sufficient amount to protect the Coordinator and the Host Site from liability for acts of the Collector naming Parkland College as an additional insured. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$1,000,000 per occurrence. The Collector shall carry Worker's Compensation Insurance in amount required by laws.
- 10-3. The Collector assumes full responsibility for and shall indemnify the Coordinator and Host Site for all loss or damage of whatsoever kind and nature to any and all Coordinator and Host Site property resulting from the negligent acts or omissions of the Collector or any employee, agent, or representative of the Collector or its

subcontractor. The Collector shall do nothing to prejudice the Coordinator's right or the Host Site's right to recover against third parties for any loss, destruction of, or damage to (Coordinator or Host Site) property, and shall upon request and at the Coordinator's or Host Site's expense, furnish to the Coordinator or to the Host Site all reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the Coordinator or Host Site in obtaining recovery.

- 10-4. The Collector shall provide the Coordinator and Host Site with proof of such insurance one month prior to the collection event.

Section 11. No Smoking or Alcohol on Grounds

- 11-1. The Collector staff and Coordinator event staff and volunteers shall abide by the Host Site rules with regard to the use of the Host Site, including the provision that calls for no smoking on the Host Site and no alcohol to be available on the Host Site.

Section 12. Damage to Premises

- 12-1. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Collector's use of the premises, or that of Collector's employees or agents, then the Collector shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings or activities or damages caused by anything else related to Collector's activities. Upon repair, Collector shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 48 hours.
- 12-2. If the Host Site premises, or any part thereof, or Host Site property on the premises shall be damaged, including but not limited to damage caused by hazardous materials and the electronic recyclables collected, occurring during the course of or proximately caused by Coordinator's use of the premises, or that of Coordinator's employees or agents, visitors, volunteers, members of the public who drop off recycling, and vendors engaged by Coordinator; then Coordinator shall indemnify and hold Host Site harmless from all costs of such damages including indirect costs such as loss of business, defending against or paying the cost of defending against any resultant legal proceedings, activities, or damages caused by anything else related to Coordinator's activities. Upon repair, Coordinator shall bear all costs, payable when due. In the event of such damage, at Host Site's option, it may terminate the Agreement without prior notice to the Collector or Coordinator. In the event of such termination, Host Site shall provide notice to Coordinator and Collector within 48 hours.

Section 13. Dangerous Materials

The Coordinator or Collector shall not keep or have on the Host Site premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the subject premises or that might be considered hazardous or extra hazardous by an insurance company.

Section 14. Subordination of Agreement

This Agreement and Coordinator's and Collector's Agreement interests hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the subject premises by Host Site, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

Section 15. Time of the Essence

Time is of the essence of each and every provision hereof.

Section 16. Abandonment

If at any time during the term of this Agreement, the Collector abandons the Host Site premises or the property it collects during a residential electronics collection event, Host Site may, at Host Site's option, without being liable for any prosecution therefore, and without becoming liable to Collector for damages or any payment of any kind whatever, consider any personal property belonging to Collector and left on the premises to also have been abandoned, in which case Host Site may keep or dispose of all such personal property in any manner Host Site shall deem proper and is hereby relieved of all liability for doing so. Abandonment of the premises will have occurred if Host Site cannot obtain a decision by Collector regarding the removal and disposal of the recycling materials within seven days following the extended collection event.

Section 17. Contact Information

Contact information for the Host Site is as follows:

Name: Parkland College Community College
Address: 2400 West Bradley Avenue, Champaign, IL 61821
Contact Person: Troy Burns
Title: Physical Plant Director
Contact's work phone: 217-351-2211, Extension 108

Contact information for the Coordinator is as follows:

Name: Champaign County
Address: 102 East Main Street, Urbana, Illinois 61801
Contact person: John Hall
Title: Director, Champaign County Planning and Zoning
Contact's work phone: 217-384-3708
Contact's cell phone: 217-621-6963

Agreement Between Collector, Coordinator, and Host Site

Contact information for the Collector is as follows:

Name: A-Team Recyclers
Address: 304 Gregory Court, Shorewood, IL 60404
Contact Person: James Larkin
Title: Owner
Contact's work phone: 815-630-4308
Contact's cell phone: 815-600-3608

Section 18. Choice of Law

- 18-1. This Agreement and the Collector's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws.
- 18-2. This Agreement shall be construed in accordance with the laws of the State of Illinois.

Section 19. Agreement Severability

- 19-1. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Changes

- 20-1. The Coordinator, Host Site, or Collector, may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between all parties shall be incorporated only in written amendments to this Agreement.

Section 21. Termination

- 21-1. This Agreement may be terminated, for any or no reason, at the option of any party upon 60 days written notice to the other party.
- 21-2. Notwithstanding the foregoing, the obligations of the Collector under Section 22 of this Agreement shall survive and not be affected by any termination of this Agreement or by its expiration.

Section 22. Remedies

- 22-1. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the Coordinator, Host Site and Collector, arising out of or relating to this Agreement or the breach thereof shall be initiated in the Circuit Court of Champaign County, Illinois. Each party shall be responsible for its own attorney's fees and costs.

Section 23. Successors and Assigns

- 23-1. This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the Coordinator, Collector and Host Site, respectively and their

Agreement Between Collector, Coordinator, and Host Site

partners, successors, assigns, and legal representatives. No party to this Agreement shall have the right to assign, transfer or sublet their interest or obligations hereunder without the written consent of the other party.

Section 24. Third Party Beneficiaries

24-1. The parties agree that the City of Champaign, the City of Urbana, and the Village of Savoy, to the extent consistent with any intergovernmental agreements with the Coordinator effective during this Agreement, are third party beneficiaries of this Agreement.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

In witness hereof, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

Collector: James Larkin, Owner
A-Team Recyclers

Date

Host Site: Troy Burns, Physical Plant Director
Parkland College

Date

Coordinator: Steve Summers, County Executive
Champaign County, Illinois

Date

**APPENDIX A. ILLINOIS CONSUMER ELECTRONICS RECYCLING ACT (CERA)
COLLECTOR RESPONSIBILITIES**

(415 ILCS 151/1-45)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-45. Collector responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, a person acting as a collector under a manufacturer e-waste program shall register with the Agency by completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency must include, without limitation, the address of each location at which the collector accepts residential CEDs.

(a-5) The Agency may deny a registration under this Section if the collector or any employee or officer of the collector has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition; or

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered collectors.

(c) Manufacturers and recyclers acting as collectors shall so indicate on their registration under Section 1-30 or 1-40 of this Act.

(d) By March 1, 2020 and every March 1 thereafter, each collector that operates a program collection site or one-day collection event shall report, to the Agency and to the manufacturer e-waste program, the total weight, by CED category, of residential CEDs transported from the program collection site or one-day collection event during the previous program year.

(e) Each collector that operates a program collection site or one-day event shall ensure that the collected residential CEDs are sorted and loaded in compliance with local, State, and federal law. In addition, at a minimum, the collector shall also comply with the following requirements:

(1) residential CEDs must be accepted at the program collection site or one-day collection event unless otherwise provided in this Act;

(2) residential CEDs shall be kept separate from other material and shall be:

(A) packaged in a manner to prevent breakage;
and

(B) loaded onto pallets and secured with plastic wrap or in pallet-sized bulk containers prior to shipping;
and

(C) on average per collection site 18,000 pounds per shipment, and if not then the recycler may charge the collector a prorated charge on the shortfall in weight, not to exceed \$600;

(3) residential CEDs shall be sorted into the following categories:

(A) computer monitors and televisions

Agreement Between Collector, Coordinator, and Host Site

containing a cathode-ray tube, other than televisions with wooden exteriors;

(B) computer monitors and televisions containing a flat panel screen;

(C) all covered televisions that are residential CEDs;

(D) computers;

(E) all other residential CEDs; and

(F) any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program;

(4) containers holding the CEDs must be structurally sound for transportation; and

(5) each shipment of residential CEDs from a program collection site or one-day collection event shall include a collector-prepared bill of lading or similar manifest, which describes the origin of the shipment and the number of pallets or bulk containers of residential CEDs in the shipment.

(f) Except as provided in subsection (g) of this Section, each collector that operates a program collection site or one-day collection event during a program year shall accept all residential CEDs that are delivered to the program collection site or one-day collection event during the program year.

(g) No collector that operates a program collection site or one-day collection event shall:

(1) accept, at the program collection site or one-day collection event, more than 7 residential CEDs from an individual at any one time;

(2) scrap, salvage, dismantle, or otherwise disassemble any residential CED collected at a program collection site or one-day collection event;

(3) deliver to a manufacturer e-waste program, through its recycler, any CED other than a residential CED collected at a program collection site or one-day collection event; or

(4) deliver to a person other than the manufacturer e-waste program or its recycler, a residential CED collected at a program collection site or one-day collection event.

(h) Beginning in program year 2019, registered collectors participating in county supervised collection programs may collect a fee for each desktop computer monitor or television accepted for recycling to cover costs for collection and preparation for bulk shipment or to cover costs associated with the requirements of subsection (e) of Section 1-45.

(i) Nothing in this Act shall prevent a person from acting as a collector independently of a manufacturer e-waste program.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

Illinois County and Municipal Joint Action Agency Opt-In Form

Illinois Electronics Recycling Program

Note: One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2027 (Due March 1, 2026)

County or Municipal Joint Action Agency Information

Name of County or Municipal Joint Action Agency: Champaign County, Illinois

Street Address (line 1): Champaign County Department of Planning and Zoning
(line 2): 102 East Main Street

City: Urbana Zip Code: 61801 County: Champaign

Contact Information

First Name: John Last Name: Hall
Title: Director of Planning and Zoning
Direct Phone: (217) 384-3708 Email: jhall@champaigncountyil.gov

Proposed Collection Sites and/or Events

Pursuant to 415 ILCS 151/1-15 of the [Consumer Electronics Recycling Act](#), counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2027. (Should additional locations be needed, click on the button provided to add more fields.)

Note: Sites and events must be located within the participating county or municipal joint action agency.

These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Site Event

Operator of Site or Event: Parkland College
Street Address of Location: 2400 West Bradley Avenue
City: Champaign Zip Code: 61822 County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Champaign County will coordinate a Residential Electronics Collection (REC) Event at Parkland College Host Site on or about Saturday, May 8, 2027, between 8:00 a.m. and noon.

Residency Requirement: Champaign County residents must reside in a participating municipality that contributes to the cost of [+](#)

Has this site or event operated in a previous program year? Yes No

If so, please enter the following information.

Collection Site Contact Name: John Hall
Collection Site Contact Phone: (217) 384-3708 Contact Email: jhall@champaigncountyil.gov

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years Champaign County and co-sponsoring municipalities have hired A-Team Recyclers as a Collector at each REC Event. A-Team has great knowledge and experience regarding setting up and operating as a Collector at this large REC Event at the Parkland College Host Site. [+](#)

Estimated Annual CED Collection (pounds): 100,000

Site Event

Operator of Site or Event: Parkland College

Street Address of Location: 2400 West Bradley Avenue

City: Champaign Zip Code: 61822 County: Champaign

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Champaign County will coordinate a Residential Electronics Collection (REC) Event at Parkland College Host Site on or about Saturday, October 9, 2027, between 8:00 a.m. and noon.

Residency Requirement: Champaign County residents must reside in a participating municipality that contributes to the cost of

Has this site or event operated in a previous program year? Yes No

If so, please enter the following information.

Collection Site Contact Name: John Hall

Collection Site Contact Phone: (217) 384-3708 Contact Email: jhall@champaigncountyil.gov

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

In recent years Champaign County and co-sponsoring municipalities have hired A-Team Recyclers as the Collector at each REC Event. A-Team has great knowledge and experience regarding setting up and operating as a Collector at this large REC Event at the Parkland College Host Site.

Estimated Annual CED Collection (pounds): 100,000

Recommended Recycler

Please identify the **recommended** recycler to be used for program year 2027. (Should additional recyclers be needed, click on the button provided to add more fields.)

Note: These recyclers are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Name of Recycler: Dynamic Lifecycle Innovations

Street Address: 2400 West Bradley Avenue

City: Champaign Zip Code: 61822 County: Champaign

Direct Phone: (608) 781-4030 Email: ischwartzhoff@thinkdynamic.com

Certification of Authorized Government Official

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

By signing this form, you are certifying that the information on this form is accurate.

Name: Steve Summers

Title: Champaign County Executive

Phone: (217) 384-3776 Email: ssummers@champaigncountyil.gov

Signature

Date

When complete, please print, sign, scan, and email this form to:
EPA.Recycling@illinois.gov and info@ilclearinghouse.org

All collectors and their vendors are subject to audits by manufacturer programs authorized under 415 ILCS 151/1-30.

For more information on the Illinois Manufacturer's E-Waste Program, please visit:
<https://epa.illinois.gov/topics/waste-management/materials-management/electronics-recycling1.html>



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

102 East Main Street, Urbana, Illinois 61801

Steve Summers, County Executive

MEMO

To: Eric Thorsland, Environment and Land Use Committee Chairperson

From: Kait Kuzio, Grant Coordinator

RE: Data Center Activities Task Force & Moratorium on Data Center Permits

DA: 01/30/2026

The purpose of these items is to allow Champaign County time to prepare for potential data center development.

The resolution creating the Data Center Activities Task Force establishes a three-month timeline for the Task Force to develop recommendations for the Environment and Land Use Committee regarding whether additional zoning standards are needed for data center facilities.

The resolution establishing a 12-month moratorium on the issuance of data center permits provides time for those recommendations to be considered before permit applications are accepted or approved.

These actions are intended to support proactive planning and responsible land use decisions.

Thank you kindly,

Kait

RESOLUTION NO. 2026-XXX

RESOLUTION AUTHORIZING THE CREATION OF A DATA CENTER ACTIVITIES TASK FORCE AS A COUNTY BOARD SELECT COMMITTEE

WHEREAS, Champaign County's Zoning Ordinance currently regulates land use, utilities, and infrastructure in ways that would apply to data center facilities; and

WHEREAS, data centers involve a scale of electric demand, water use, and supporting infrastructure that may require more specific standards than those currently provided in the Champaign County Zoning Ordinance; and

WHEREAS, data center development is occurring in many parts of the state and is likely to be proposed in Champaign County in the future; and

WHEREAS, data centers may affect farmland, nearby communities, and existing public systems, including electric, water, wastewater, and transportation networks; and

WHEREAS, concerns have been raised regarding potential impacts on groundwater, stormwater management, noise, traffic, and long-term land use compatibility; and

WHEREAS, the County Board adopted a twelve (12) month moratorium through a Zoning Ordinance text amendment on the issuance of data center permits in order to allow time for study and consideration of whether additional zoning standards should be adopted; and

WHEREAS, the development of any additional zoning standards would benefit from the work of a focused group with relevant experience and knowledge; and

NOW, THEREFORE, BE IT RESOLVED, by the Champaign County Board, as follows:

1. The County Board Chair is hereby authorized to appoint a Data Center Activities Task Force as a County Board Select Committee for the purpose of developing recommendations regarding potential amendments to the Champaign County Zoning Ordinance related to data center facilities, to be presented to the Environment and Land Use Committee.
2. The Data Center Activities Task Force may include a member from the following:
 - a. The Engineering Construction Industry Training Board (ECITB)
 - b. Urbana and Champaign Sanitary District (UCSD)
 - c. Champaign County Planning and Zoning
 - d. Champaign County Farm Bureau
 - e. Champaign County Economic Development Corporation
 - f. Champaign County Chamber of Commerce
 - g. Prairie Rivers Network
 - h. Champaign County Board of Review Chair

- i. Illinois American Water
 - j. Ameren; and
 - k. Community members
3. The Data Center Activities Task Force shall examine issues related to data center development, including but not limited to:
 - a. Zoning classifications and land use standards;
 - b. Electric, water, wastewater, agricultural resource, and transportation impacts;
 - c. Public safety and emergency response considerations; and
 - d. Compatibility with surrounding agricultural, residential, and commercial uses.
4. The Data Center Activities Task Force shall present its recommendations to the Environment and Land Use Committee (ELUC) within three (3) months of its first meeting.
5. The Environment and Land Use Committee shall use the Task Force's recommendations to guide consideration of any Zoning Ordinance text amendments related to data center facilities during the twelve (12) month moratorium period.
6. The Data Center Activities Task Force shall dissolve upon submission of its recommendations to the Environment and Land Use Committee unless otherwise directed by the County Board.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its adoption.

Jennifer Locke, Chair
Champaign County Board

Recorded
& Attest:

Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Steve Summers, County Executive
Date: _____