#### MEMORANDUM

TO: Village President and Board of Trustees

FROM: Robert O. Barber, Village Administrator

DATE: Friday, May 11, 2018

RE: VILLAGE ADMINISTRATOR MATERIALS FOR VILLAGE BOARD MEETING

BOARD MEETING DATE: Monday, May 14, 2018 at 7:00 p.m.

#### AGENDA

- I. PLEDGE TO THE FLAG
- II. ROLL CALL
- III. APPROVAL OF MINUTES
- IV. RECOGNITION OF AUDIENCE
- V. REPORTS OF VILLAGE COMMISSIONS
- 1. BEAUTIFICATION COMMISSION Harold Cowger
- 2. FOURTH OF JULY COMMISSION Marcy Meyer/Greg Szymanski
- 3. YOUTH COMMISSION Stacy Mazurek
- 4. RIBBON OF HOPE COMMISSION Frank Basile
- 5. HISTORIC PRESERVATION COMMISSION Scott Wehling

VI. CONSIDER A MOTION APPROVING THE TREASURER'S REPORT AND THE REPORT OF FINANCIAL ACTIVITY IN THE PRIOR MONTH. - Frank Basile

VII. VARIANCE REPORTS FOR THE PRECEDING MONTH are enclosed for your review - Frank Basile.

VIII. APPROVAL OF BILLS FOR THE PRIOR MONTH - Frank Basile

IX. (Trustee Mazurek) CONSIDER A MOTION OF NON-OBJECTION TO WILL COUNTY: PROPOSED SOLAR FARM ON 17 ACRES ON THE NORTH SIDE OF CORNING 1/2 MILE EAST OF DIXIE HIGHWAY (COMMUNITY POWER GROUP). This farm is located east of the new church on the north side of Corning. After a review of the enclosed materials and hearing a power point presentation from the petitioner, the PZC recommended unanimously to not object to the project. An objection would invoke a 3/4 majority vote of the Will County Board for passage.

X. (Trustee Meyer) CONSIDER A PROPOSAL FROM TESKA AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$20,000 FOR THE DRAFTING OF A TAX INCREMENT FINANCING DISTRICT STUDY. Please see the enclosed proposal. Since this process takes several months we want to get the ball rolling now.

XI. (Trustee Mazurek) CONSIDER AN ORDINANCE UPDATING THE BUILDING AND ELECTRICAL CODES FOR THE VILLAGE OF BEECHER. The Plumbing Code is under the jurisdiction of the State but the Village from time to time needs to review its codes for electrical and building standards. The current codes are from 2005 and 2006 and Safebuilt, our building department contractor, is recommending we adopt the 2015 codes without a sprinkler requirement for single family. There are also some other deviations to the code that are recommended an our building inspector will be at the meeting to explain this new code and the recommended amendments.

XII. CONSIDER APPOINTMENTS OF THE VILLAGE PRESIDENT. There are two terms which expire on the PZC and some other appointments the Village President wishes to make. This list will be provided at the meeting.

XIII. (Trustee Basile) CONSIDER A RESOLUTION ADOPTING AN UPDATED PERSONNEL MANUAL FOR VILLAGE EMPLOYEES. This is a process we conduct every four years reviewing our policies and procedures for employee conduct, discipline, payroll, benefits and other procedural matters. Most of our employees are covered by collective bargaining agreements so this manual covers those items which are not contained in these agreements but are important enough to be spelled out. The Village's labor attorney has reviewed this agreement and recommends it for approval and he will be presenting it at the meeting on Monday night. It is recommended that this manual be approved. This is a project we have been working on for the past few months. Also enclosed is a memo outlining each and every change that was made to the manual.

XIV. (Trustee Kypuros, Public Works) CONSIDER A MOTION AUTHORIZING THE PURCHASE OF A 2019 F-250 XL 4X4 SD SUPER CAB 6.75' BOX 148" WB SRW IN THE AMOUNT OF \$40,641.00 FROM CURRIE MOTORS OF FRANKFORT. This vehicle is part of the Suburban Purchase Cooperative bid process. It includes the plow upfitting by Lindco so this truck will be ready to roll once it is delivered to Currie. We are anticipating delivery in the Fall but need approval to order. Please see the enclosed material.

XV. (Trustee Kypuros, Public Works) CONSIDER AN AGREEMENT WITH HR GREEN IN THE AMOUNT OF \$30,270.00 TO CONDUCT THE FEASIBILITY STUDY AND PERMIT PROCESS FOR A QUIET ZONE FROM EAGLE LAKE ROAD SOUTH TO INDIANA AVENUE. This is the first step in getting our quiet zone approved by the Federal Railroad Administration and the process will take several months. This project is in the approved budget. It should be noted that this proposal is about \$3,000 more than the one quoted to us two years ago.

XVI. (Trustee Mazurek) CONSIDER AN INTERGOVERNMENTAL AGREEMENT WITH THE CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP) FOR THE IMPLEMENTATION OF AN L.T.A. GRANT FOR AN UPDATE OF THE VILLAGE'S COMPREHENSIVE PLAN. This the agreement that begins the process. Teska is the approved consulting firm after a lengthy RFP process that was narrowed down to three candidates. Once this agreement is approved the planning process will begin immediately. Staff recommends approval of the agreement which is either enclosed for your review or will be provided at the meeting. CMAP is working feverishly to get this project approved Monday night so work can begin.

XVII. (Trustee Kraus) REQUEST FOR EXECUTIVE SESSION TO REVIEW TERMS OF A COLLECTIVE BARGAINNING AGREEMENT WITH TEAMSTERS LOCAL #700. The union has ratified a tentative agreement between the Village and the police officers and Tim Guare, the Village's labor attorney will be asked to attend this session to explain the new agreement. We will then go back into open session to vote on an oprdinance authorizing the Village President and Clerk to sign an agreement.

XVIII. OLD BUSINESS

XIX. NEW BUSINESS

XX. ADJOURNMENT

Committee reports will be made at the June 11th meeting. There is no second meeting in May.

# MINUTES OF THE REGULAR MEETING OF THE PRESIDENT & BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER HELD AT THE BEECHER VILLAGE HALL, 625 DIXIE HIGHWAY, BEECHER, ILLINOIS April 23, 2018 -- 7:00 P.M.

All present joined in the Pledge to the Flag.

President Szymanski called the meeting to order.

#### **ROLL CALL**

PRESENT: President Szymanski and Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

ABSENT: Trustee Wehling.

**STAFF PRESENT:** Clerk Janett Conner, Administrator Robert Barber, Public Works Crew Leader Matt Conner and Chief Greg Smith.

GUEST: George Schuitema, Sherry Murray, Bill Alexander and Pastor Ron Rock.

President Szymanski asked for consideration of the minutes of the April 9, 2018 Board meeting. Trustee Meyer made a motion to approve the minutes as written. Trustee Basile seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

#### **CLERK'S REPORT**

1) A report on income received since the last meeting was provided. 2) Clerk Conner read aloud a thank you note from the family of Noel Biery.

#### **RECOGNITION OF AUDIENCE**

Pastor Rock of Zion Lutheran Church addressed the Board regarding the Comcast public access channel. He learned the local Villages are considering discontinuing the channel and said his church airs their services on the channel along with other local churches. He asked the Board to be aware of this in making a decision on this channel, which is being discussed later in the meeting. The church pays \$300 per year for airing on the channel. President Szymanski said it was changed from a public access channel to a government access channel which could increase the Village's liability on what is aired. He also said that with changing technology, the channel is not being used as widely. The Village has created a YouTube channel to put our meetings on to make the meetings more widely accessible at less cost since the Village was paying WPAL a yearly fee. Trustee Meyer commented that we have videotaped our meetings since approximately 2000 and make it

available to the residents. Pastor Rock said their congregation has taken advantage of this channel over the years and asked that the Village take that into consideration. He also said many of those watching the channel are not tech savvy and don't have the internet.

#### A. FINANCE AND ADMINISTRATION COMMITTEE

Trustee Basile made a motion to open a Public Hearing at 7:12 p.m. to consider a proposed budget and appropriation ordinance for the year beginning May 1, 2018 and ending April 30, 2019. Trustee Kraus seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

A Public Hearing was held to consider a proposed budget and appropriation ordinance for the year beginning May 1, 2018 and ending April 30, 2019. Administrator Barber provided a summary of the budget and explanation of the process.

Board members and the audience were asked if there were any questions or input.

When there was no further discussion, Trustee Kypuros made a motion to close the Public Hearing at 7:22 p.m. Trustee Mazurek seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

<u>RESOLUTION #2018-04</u> – A Resolution adopting a budget for fiscal year 2018/2019. Trustee Basile made a motion to adopt Resolution #2018-04. Trustee Meyer seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

<u>ORDINANCE #1283</u> – An Ordinance of appropriation for fiscal year 2018/2019. Trustee Basile made a motion to approve Ordinance #1283. Trustee Meyer seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

<u>RESOLUTION #2018-05</u> – A Resolution authorizing the expenditure of Motor Fuel Tax funds for fiscal year 2018/2019. Trustee Basile made a motion to adopt Resolution #2018-05. Trustee Mazurek seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

ORDINANCE #1284 — An Ordinance of supplemental appropriation for fiscal year 2017/2018 (current year). It was explained that the supplemental appropriation was because during the course of last year the Village Board approved the purchase of a used dump truck for \$45,000 and received \$15,000 in unanticipated grant funds from CSX Railroad (\$10,000) and IPRF (\$5,000) for the installation of a portable generator to power the entire police station and this revenue was received this year. Trustee Basile made a motion to approve Ordinance #1284. Trustee Kypuros seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

Trustee Basile reported that Lauterbach and Amen conducted a pre-audit conference with Village staff the previous week.

An Eastern Will County Benefits Council health insurance update was provided. Eastern Will County's pool fund balance is \$888,281 and Beecher's portion of this balance is \$104,725 -- \$31,154 of which is unrestricted. Beecher's insurance rate dropped by 2.6% for the coming year.

### B. PUBLIC BUILDINGS AND PROPERTIES, PARKS AND RECREATION COMMITTEE

Trustee Kraus reported that Firemen's Park will be used extensively this year with activities planned in the Park.

An update on ballfield lights for Firemen's field #2 was provided. Beecher Recreation didn't let the Village know that the poles have been put up.

Trustee Kraus reported on the proposed tot lot for Firemen's Park. Crew Leader Conner said the equipment needs to be installed at a different location due to existing underground pipes and utilities.

The condition of Welton Stedt Park infield was provided. Crew Leader Conner said Public Works has the park looking pretty good and is going to do more work this week.

It was reported that a new generator for the police station was obtained from the U.S. Military Surplus Program. \$10,000 was granted by the CSX Railroad and \$5,000 from the Village's insurance carrier (IPRF) to have the necessary electrical work done to provide the entire building with back-up power. The Chief worked out a plan. Electrical work hasn't begun, but the generator has been mounted on a trailer.

#### C. PLANNING, BUILDING AND ZONING COMMITTEE

The Building Department monthly report was provided in the packet for review.

A Planning and Zoning Commission (PZC) meeting is scheduled for Thursday, April 26, 2018. The Gould Vault has requested an expansion of a special use to extend their outdoor seating area

further west. Another solar farm proposal from Community Power Group, LLC, has been received, which is in our 1.5 mile planning area. The solar farm is proposed for the north side of Corning Road, east of Dixie Highway, just east of the new church.

A CMAP Comprehensive Plan grant update was provided by Trustee Mazurek. Three proposals were received and interviews were held the previous week with the selection committee. Work will begin in May and full involvement by the PZC will begin this summer. Community involvement will begin in the fall, if not sooner. The project cost was estimated at around \$130,000 with the Village's portion of the cost being 10% upon completion. Administrator Barber reported three firms were interviewed. PZC Commissioner Schuitema was present for the selection and felt Teska Associates provided the best presentation and would do the best job. CMAP agreed to select Teska Associates.

#### D. PUBLIC SAFETY COMMITTEE

The Police Department monthly report was provided for review.

The EMA monthly report was provided in the packet for review.

Trustee Kraus requested an executive session be held to discuss a list of candidates to be hired as full-time police officers.

#### E. PUBLIC WORKS COMMITTEE

The Water and Sewer Department monthly reports were included in the packet for review.

Trustee Kypuros provided a wastewater treatment plant rehab update. The pre-con meeting will be held on May 1<sup>st</sup> at 9 a.m. at the Village Hall. Baxter and Woodman will provide drawings and complete paperwork for the first draw on the loan.

A Dunbar Street watermain replacement project update was provided. All field work has been completed and design is in full swing. A permit is being applied for from both the IEPA and the Will County Highway Department. A meeting is scheduled for Wednesday at 1 p.m. with Baxter and Woodman to discuss the project.

Trustee Kypuros reported that the Chestnut Street lights have been hooked up and are working. The residents are happy with the completion of the lighting.

Spring hydrant flushing occurred the previous week.

Street sweeping began on Friday and will be completed by this Friday.

Public Works is creating a list of repairs needed to curbs and sidewalks. Public Works Crew Leader Conner said Fox Hound Trail is first on the list. He is still working on a list for the rest of the repairs.

A report was provided on the Public Works part-time hiring process. Two part-timers were hired and will start working between now and around Memorial Day.

An update was provided on the Public Works full-time hiring process. Applications for both the MMI and Class 1 Operator positions are being taken until Friday, May 4<sup>th</sup>. The Committee and staff will then sift through the applications and decide how to proceed.

Trustee Kypuros made a motion authorizing the Village President to sign an agreement with the Illinois Department of Transportation (IDOT) regarding improving sidewalk ramps at Pasadena and Dixie. Trustee Mazurek seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

The Board considered approval of payment for two tandem-axle trailers. One is for the new generator at the Police Department and the other will be used for a landscaping crew trailer for Public Works. Trustee Kypuros made a motion to approve payment for two tandem-axle trailers to Funk Trailers of Morris, IL, in the amount of \$5,853.00. Trustee Kraus seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

#### F. ECONOMIC DEVELOPMENT AND COMMUNITY RELATIONS COMMITTEE

A draft of the spring newsletter was emailed to the Board on Friday and should be mailed to residents later in the week or early next week.

Trustee Meyer provided a Facebook page update. The page has 680 likes and 710 followers so far.

The Board discussed repealing Ordinance #1163 creating the Tri-Town Cable Commission. This Commission was never formed and the relevance of such a commission is no longer valid. Legal counsel has advised to repeal the ordinance to remove the Village from any future liability. Trustee Kypuros said that our meetings using WPAL only goes to Comcast customers and not people who use satellite, etc. He felt there was misinformation on the WPAL Facebook page regarding the costs to the Village of taking this over.

ORDINANCE #1285 – An Ordinance repealing Ordinance #1163 creating the Tri-Town Cable Commission. Trustee Meyer made a motion to approve Ordinance #1285. Trustee Kypuros seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

Village of Beecher -- Minutes of 4-23-18 Board Meeting

The Board discussed the creation of a Sesquicentennial Book Committee to publish a new chapter for the quasquicentennial book covering the last 25 years and making it an insert into the back of the 1995 book. Funds would have to be raised to pay for the publishing and printing costs. Trustee Meyer would serve as the committee liaison. There were no objections by the Board.

Trustee Meyer made a motion to authorize an award of bid to Dralle Chevrolet in the amount of \$24,826 for a 2018 Chevy Camaro as the Fourth of July raffle car. Trustee Kypuros seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

#### G. VILLAGE PRESIDENT'S REPORT

President Szymanski read a paragraph of a proclamation declaring Village Clerk's week and recognizing Janett Conner as Village Clerk since May, 1993. Trustee Kraus made a motion in support of the Proclamation. Trustee Basile seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

President Szymanski reported that the Illinois Municipal League/Illinois Clerks/South Suburban Mayors and Managers Lobby Day is scheduled for Wednesday, April 25<sup>th</sup> in Springfield.

A Crete/CSX intermodal update was provided. Currently, there is no new information. All information has gone dark, according to President Szymanski.

The Board was reminded about the South Suburban Mayors and Managers dinner meeting to be held on May 17<sup>th</sup> at Bult Field, which Beecher is hosting.

Trustee Kypuros made a motion to cancel the May 28<sup>th</sup> Board meeting, due to the Memorial Day holiday. Trustee Meyer seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion to adjourn into Executive Session at 7:56 p.m. to discuss the hiring of new police officers. Trustee Meyer seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

Trustee Kraus made a motion to return from Executive Session at 8:19 p.m. Trustee Meyer seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None. Motion Carried.

Trustee Kraus made a motion to validate the Police Department full-timing hiring list dated November 28, 2017, which ends April 30, 2019. Trustee Basile seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

There being no further business, President Szymanski asked for a motion to adjourn. Trustee Meyer made a motion to adjourn the meeting. Trustee Basile seconded the motion.

AYES: (5) Trustees Basile, Meyer, Kraus, Mazurek and Kypuros.

NAYS: (0) None.

Motion Carried.

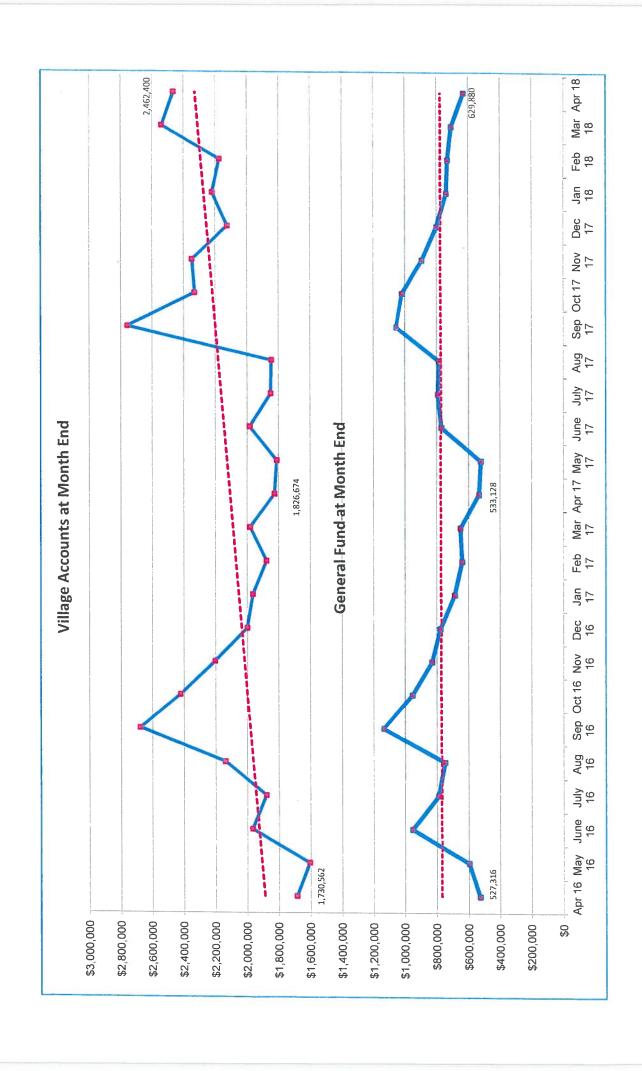
Meeting adjourned at 8:20 p.m.

Respectfully submitted by:

Janett Conner Village Clerk

# VILLAGE OF BEECHER ACCOUNT BALANCES

<u>Change</u>	<del>69</del>	\$	\$ (3,968.16)	\$ 148,808.38	\$ (199,368.64)	ī.			\$ 11,203.22	\$ (75,242.54)	\$ 0.24	\$ 4.45	\$ (84,068.23)		\$ 9,606.26		\$ 200.33	\$ 0.46	7,	\$ 102.46	_	2,71	\$ 7.70	\$ (1,726.00)	\$ 7,742.98	\$ (76,325.25)
4/30/2018		65,862.63	41,661.91	466,536.91	99,715.39	4	65,427.82	12,013.52	283,625.80	629,879.94	1,097.47	20,153.36	2,266,903.00	4/30/2018	53,139.09	17,114.60	1,615.43	2,098.34	12,670.82	11,181.53	58,874.24	2,880.72	34,885.94	1,036.15	195,496.86	2,462,399.86
3/31/2018		80,163.30 \$	45,630.07 \$	317,728.53 \$	299,084.03 \$		61,327.76 \$	19,714.84 \$	272,422.58 \$	705,122.48 \$	1,097.23 \$	20,148.91 \$	2,350,971.23 \$	3/31/2018	43,532.83 \$	17,110.82 \$	1,415.10 \$	2,097.88 \$		11,079.07 \$	60,528.73 \$		34,878.24 \$	2,762.15 \$	187,753.88 \$	2,538,725.11 \$
	€9	₩	s	<b>\$</b>	49	₩.	49	₩	49	<del>()</del>	₩	<del>⇔</del>	<del>\$</del>		43	<del>()</del>	₩	↔	49	ક્ક	<del>⇔</del>	<b>6</b>	↔	€9	₩	₩.
4/30/2017	146,083.79	61,125.49	31,964.77	288,134.85	74,662.06	325,978.71	62,974.64	22,242.72	241,681.74	533,127.63	1,081.82	37,615.55	1,826,673.77	4/30/2017	41,639.31	17,131.92	3,138.15	596.21	9,465.40	11,116.74	62,842.21	1,945.44	34,819.62	5,991.41	188,686.41	2,015,360.18
7	49	₩	↔	₩.	↔	₩.	₩	49	₩	49	↔	<del>⇔</del>	₩	N.	↔	↔	₩	49	69	49	63	₩	₩	<del>69</del>	↔	₩
3/31/2017	145,800.76	38.89	38,182.50	196,593.47	297,139.73	225,565.74	64,753.55	20,288.83	230,840.38	650,260.75	1,081.69	37,610.93	981,507.22	3/31/2017	32,916.08	17,129.82	3,137.76	596.14	11,030.99	11,115.38	62,834.50	2,396.85	34,815.35	4,359.41	180,332.28	161,839.50
က၊	145,8	73,388.89	38,1	196,	297	22	9	2	23	65	•	37	1,981	3/3	32,	17			÷	<u></u>	62	6	34,	4	180	2,16
ကျ	\$ 145,8	\$ 73,38	\$ 38,1	\$ 196,	\$ 297	\$ 22	9	\$	\$ 23	\$ 65	49		\$ 1,981	3/3	\$ 32,	\$ 17	\$	<del>s</del>	.⊢	\$	\$ 62	<del>\$</del>	\$ 34,	\$	\$ 180	\$ 2,16
Number 3	Ck. 9016 \$ 145,8	Ck. 59692 <b>\$ 73,38</b>	Ck. 70041 \$ 38,1	Ck. 107689 \$ 196,							\$ 61	₩.	Ψ,	Number 3/3	Ck. 102989 \$ 32,	Ck. 130567 \$ 17	Ck. 130834 \$	Ck 179752 \$						Ck 430001959 \$ 4		2,



## Commission Bills / Non AP Payments 04/01/18 - 04/30/18

Date	Account	Num	Description	Memo	Amount
4/5/2018	4th July,ck102989	3281	The Vedette, Inc.	Legal notice - car raffle	(80.00)
	4th July,ck102989	3282	Beecher Hardware	10 picnic table leg kits	(80.00)
4/5/2018	4th July,ck102989	3283	Beecher Postmaster	4 rolls of stamps	(2,395.00) (200.00)
4/5/2018	4th July,ck102989	3284	Beecher Postmaster	PO Box rental	(38.00)
	4th July,ck102989	3285	Beecher Lions	reimbursement for pull tab license	(50.00)
4/19/2018	4th July,ck102989	3286	Beecher Lions	reimbursement for bingo license	(42.00)
	4th July,ck102989	3287	Beecher Lions	reimbursement for big six license	(400.00)
	4th July,ck102989	3288	Marge Cook	bingo tickets	(123.38)
	4th July,ck102989 Total				(3,328.38)
	Central_ck62618	EFT	IPBC	Health Ins auto debit 04/2018	(19,697.70)
	Central_ck62618	EFT	Net Pay	Net Pay payroll 04/04/18	(34,877.86)
4/10/2018	Central_ck62618 Central_ck62618 Total	EFT	Net Pay	Net Pay payroll 04/18/18	(34,613:13)
4/1/2018	General,ck9008		IPBC	Unable language data na /2045	(89,188.69)
	General,ck9008	23992	NCPERS Group Life Ins.	Health Ins auto debit 04/2018 supp. life ins., 47250418	(13,632.87)
	General,ck9008	EFT	Illinois State Disbursement Unit	Little - 04/4/18 payroll	(48.00)
	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 04/04/18	(1,200.00)
	General,ck9008	EFT	State Of Illinois	IL w/h tax payroli 04/04/18	(13,556.64)
	General,ck9008	23993	Teamsters Union Local # 700	p.d. union dues April	(2,348.14) (231.72)
4/9/2018	General,ck9008	23994	Operating Engineers Local 399	PW & Clerical Union Dues	(173.25)
4/9/2018	General,ck9008	23995	Will County Govermental League	emp.assistance program, 2018-1193	(119.70)
4/10/2018	General,ck9008	EFT	IMRF	IMRF	(10,350.11)
4/18/2018	General,ck9008	EFT	Illinois State Disbursement Unit	Little - 04/18/18 payroll	(1,200.00)
4/19/2018	General,ck9008	23996	Humana Dental	181933933	(925.86)
	General,ck9008	EFT	Fed Payroll Taxes	Fed w/h, ss, med payroll 04/18/18	(15,194.88)
	General,ck9008	EFT	IDES	unemployment ins. 1st qtr 2018	(5,137.82)
	General,ck9008	EFT	State Of Illinois	IL w/h tax payroll 04/18/18	(2,725.29)
	General,ck9008	23997	Funks Tailer Sales	PW Trailers	(5,853.00)
	General,ck9008	23998	Teamsters Union Local # 727	Police Union health ins	(6,110.50)
	General,ck9008 General,ck9008	23999	AFLAC	Aflac suplimental ins	(260.54)
	General,ck9008	24000 24001	VSP Of Illinois Icma	vision ins	(154.93)
	General,ck9008	24001	NCPERS Group Life Ins.	302933 deferred comp.deducts	(200.00)
,,,	General,ck9008 Total	24002	Wer Elis Group the Itis.	supp. life ins., 47250518	(48.00)
4/16/2018	Infrastructure,ck140074	EFT	First Community Bank	loan payment April 2018	(79,471.25)
	Infrastructure,ck140074 Total		the commonly bank	Touri payment April 2016	(2,640.98)
4/3/2018	Joint Fuel,ck70041	1306	Heritage FS	Inv. 80071	(2,640.98) (3,578.81)
4/5/2018	Joint Fuel,ck70041	1307	Washington Township	Monthly internet and electric	(100.00)
4/5/2018	Joint Fuel,ck70041	TXFR	Village Of Beecher	Administrative duties reimbursement	(300.00)
4/9/2018	Joint Fuel,ck70041	1308	Heritage FS	Inv. 80123	(2,598.81)
	Joint Fuel,ck70041	1309	Heritage FS	Inv. 80187	(3,513.26)
4/25/2018	Joint Fuel,ck70041	1310	Heritage FS	Inv. 80274	(3,499.24)
4/2/2010	Joint Fuel,ck70041 Total				(13,590.12)
4/3/2018	Nantucket Escrow,ck153303	1044	Park N Pool	Hip Top Replacement	(1,667.62)
4/10/2010	Nantucket Escrow,ck153303 To				(1,667.62)
4/10/2018	Newsletter,ck153745	1044	Washington Township	Spring newsletter ads 2018	(1,810.00)
4/2/2018	Newsletter,ck153745 Total O & M,ck9210		IDDC		(1,810.00)
	O & M,ck9210	8161	IPBC Operating Engineers Local 399	Health Ins auto debit 04/2018	(6,064.83)
	O & M,ck9210	EFT	IMRF	PW & Clerical Union Dues IMRF	(299.50)
	O & M,ck9210	8162	Icma		(4,606.28)
	O & M,ck9210	ACH	Credit Card Charges	302933 deferred comp.deducts fees for March Credit Card payments	(200,00)
	O & M,ck9210 Total	,,_,,	er eart cava errarges	rees for March Credit Card payments	(13.98)
4/3/2018	Refuse,ck59692	775	Star / A&J Disposal	pick up, March 2018,#11-28728	(11,184.59)
	Refuse,ck59692 Total			p	(25,197.76) ( <b>25,197.76</b> )
4/5/2018	Ribbon ck430001959	1026	US Postmaster	PO Box for 6 months	(25.00)
4/16/2018	Ribbon ck430001959	1027	Lambert Monument Sales, Inc.	Dedication Stone for monument	(906.00)
4/23/2018	Ribbon ck430001959	1028	Great American Glass & Stone Works	engraved pavers	(975.00)
	Ribbon ck430001959 Total			- '	(1,906.00)
4/3/2018	W-S Debt,ck107689	EFT	First Community Bank	loan payment April 2018	(557.56)
	W-S Debt,ck107689 Total				(557.56)
	Youth Comm.,ck135895	1380	Tom Mondello	Aurellios Pizza - Mom/Son dance	(665.00)
	Youth Comm.,ck135895	1381	Walts	food	(273.06)
	Youth Comm.,ck135895	1382	Royal Entertainment	photo booth / DJ	(600.00)
4/24/2018	Youth Comm.,ck135895	1383	Beecher Scholarship Foundation	two scholarships - \$1,000 & \$500	(1,500.00)
	Youth Comm.,ck135895 Total				(3,038.06)
	Grand Total				(233,581.01)

#### **Budget Revenue & Expense Report**

Current: 3/1/2018 to 3/31/2018 YTD5/1/2017 to 3/31/2018

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	Actual	Actual	Budget	Variance
01 - GENERAL ACCOUNT	Current	YTD	YTD	YTD
Operating Revenue				
01-00-311 REAL ESTATE TAX	0.00	953,165.46	967,217.00	14,051.54
01-00-321 LIQUOR LICENSES	0.00	7,450.00	11,900.00	4,450.00
01-00-323 BUSINESS LICENSES	0.00	600.00	3,050.00	2,450.00
01-00-324 ANIMAL LICENSES	2,010.00	7,325.00	9,630.00	2,305.00
01-00-325 CONTRACTOR'S LICENSES	600.00	7,600.00	17,500.00	9,900.00
01-00-326 AMUSEMENT DEVICE LICENSES	0.00	1,600.00	1,175.00	(425.00
01-00-327 VIDEO GAMING TAX	4,931.39	54,411.51	36,224.00	(18,187.5
01-00-331 BUILDING PERMITS	7,611.72	31,393.62	41,683.00	10,289.38
01-00-332 RE-INSPECTION FEES	0.00	0.00	100.00	100.00
01-00-333 PARK IMPACT FEES	0.00	3,763.00	0.00	(3,763.00
01-00-341 STATE INCOME TAX	24,104.50	424,715.21	440,259.00	15,543.79
01-00-343 REPLACEMENT TAX	2,329.49	5,567.12	5,420.00	(147.12
01-00-345 SALES TAX	45,892.56	416,152.11	425,312.00	9,159.89
01-00-347 STATE USE TAX	13,948.93	104,774.35	100,315.00	(4,459.35
01-00-352 IPRF GRANT - PPE FOR PW	0.00	0.00	0.00	0.00
01-00-353 E 9-1-1 GRANT	0.00	1,404.00	1,500.00	96.00
01-00-354 DCEO GRANT - BALLFIELD LIGHTS	0.00	0.00	0.00	0.00
01-00-355 GRANTS	0.00	10,000.00	15,000.00	5,000.00
01-00-356 CMAP LTA PLANNING GRANT	0.00	0.00	32,000.00	32,000.00
01-00-359 INTERGOVERNMENTAL REVENUES 01-00-361 COURT FINES		4,817.03	10,000.00	5,182.97
01-00-361 COORT FINES 01-00-362 LOCAL ORDINANCE FINES	8,837.15	36,775.18	49,000.00	12,224.82
01-00-362 LOCAL ORDINANCE FINES 01-00-363 TOWING FEES	1,250.00	6,295.00	10,900.00	4,605.00
01-00-381 INTEREST INCOME	4,000.00	20,000.00	17,000.00	(3,000.00
01-00-382 TELECOMWEXCISE TAX	8.29 8,211.12	1,266.56	1,610.00	343.44
01-00-382 FELECOMMEXCISE TAX 01-00-383 FRANCHISE FEES - CATV	0.00	88,295.19 73,862.58	106,600.00	18,304.8
01-00-383 FRANCHISE PEES - CATV 01-00-384 REIMBURSEMENTS - ENGINEERING		0.00	69,393.00	(4,469.58
01-00-386 MOSQUITO ABATEMENT FEES	2,743.01	19,861.39	9,000.00 20,040.00	9,000.00 178.6
01-00-387 FINGERPRINT FEES	60.00	680.00	1,800.00	1,120.00
01-00-389 MISCELLANEOUS INCOME	1,132.11	15,721.93	14,900.00	(821.93
01-00-392 FIXED ASSET SALES	0.00	0.00	500.00	500.00
01-00-393 INTERFUND OPERATING TRANS	0.00	45,223.00	45,223.00	0.00
01-00-396 RESERVE CASH	0.00	0.00	50,000.00	50,000.00
01-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
	<del> </del>		· -	
Total Operating Revenue	\$127,670.27	\$2,342,719.24	\$2,514,251.00 	\$171,531.76 
Total Revenue	\$127,670.27	\$2,342,719.24	\$2,514,251.00	\$171,531.76 
Operating Expense				
01-01-441 ELECTED OFFICIALS SALARIES	0.00	11,450.00	22,900.00	11,450.00
01-01-442 APPT OFFICIALS SALARIES	0.00	577.08	4,900.00	4,322.92
01-01-461 SOCIAL SECURITY	0.00	907.16	2,127.00	1,219.84
01-01-536 DATA PROCESSING SERVICES	0.00	0.00	0.00	0.00
01-01-552 TELEPHONE	0.00	560.00	560.00	0.00
01-01-561 DUES AND PUBLICATIONS	0.00	8,325.00	8,155.00	(170.00
01-01-565 CONFERENCES	241.55	5,984.85	8,000.00	2,015.1
01-01-566 MEETING EXPENSES	0.00	250.00	250.00	0.00
01-02-441 APPOINTED OFFICIALS SALARIES	0.00	742.50	1,440.00	697.5
01-02-442 FICA	0.00	56.80	110.00	53.2
			9,000.00	7,317.7
01-02-533 ENGINEERING SERVICES	0.00	1,682.30	9,000.00	1,017.1
	0.00 0.00	1,682.30 0.00	40,000.00	
01-02-535 PLANNING SERVICES				40,000.00
01-02-533 ENGINEERING SERVICES 01-02-535 PLANNING SERVICES 01-02-561 DUES AND PUBLICATIONS 01-02-566 MEETING EXPENSES	0.00	0.00	40,000.00	40,000.00 0.00 152.00

#### **Budget Revenue & Expense Report**

Current: 3/1/2018 to 3/31/2018 YTD5/1/2017 to 3/31/2018

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5/9/2018 3:42:45 PW	YTD5/1/2017 to 3/31/2018			Page 2
	Actual	Actual	Budget	Variance
01 - GENERAL ACCOUNT	Current	YTD	YTD	YTD
01-03-451 HEALTH INSURANCE	2,062.04	24,191.59	24,389.00	197.41
01-03-461 SOCIAL SECURITY	562.73	6,841.54	7,411.00	569.46
01-03-462 IMRF	792.23	9,843.80	10,734.00	890.20
01-03-532 AUDITING SERVICES	0.00	7,945.00	8,000.00	55.00
01-03-534 LEGAL SERVICES	1,934.47	17,634.18	23,205.00	5,570.82
01-03-536 DATA PROCESSING SERVICES	0.00	4,150.00	4,150.00	0.00
01-03-539 CODIFICATION	0.00	1,405.00	1,500.00	95.00
01-03-551 POSTAGE	0.00	1,694.91	1,950.00	255.09
01-03-552 TELEPHONE	0.00	8,220.29	9,800.00	1,579.71
01-03-555 COPYING AND PRINTING	0.00	4,296.93	4,800.00	503.07
01-03-558 LEGAL NOTICES	25.00	1,910.00	2,020.00	110.00
01-03-561 DUES AND PUBLICATIONS	0.00	259.75	1,160.00	900.25
01-03-566 MEETING EXPENSES	0.00	191.24	250.00	58.76
01-03-567 PROFESSIONAL DEVELOPMENT 01-03-595 OTHER CONTRACTUAL SERV	419.10	3,204.05	4,000.00	795.95
01-03-651 OFFICE SUPPLIES	0.00	0.00	0.00	0.00
	413.83	1,749.68	1,900.00	150.32
01-03-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
01-03-830 NEW EQUIPMENT	0.00	0.00	0.00	0.00
01-04-422 PART-TIME SALARIES	0.00	0.00	0.00	0.00
01-04-461 SOCIAL SECURITY	0.00	0.00	0.00	0.00
01-04-595 OTHER CONTRACTUAL SERVICES	2,759.20	21,006.94	33,683.00	12,676.06
01-05-421 APPOINTED OFFICIALS SALARIES	0.00	5,850.00	5,850.00	0.00
01-05-461 FICA	0.00	448.00	448.00	0.00
01-05-462 IMRF	0.00	644.00	644.00	0.00
01-05-512 MAINT SERVICE - EQUIP.	0.00	0.00	4,490.00	4,490.00
01-05-513 MAINT SERVICE - VEHICLES	0.00	4,302.53	5,000.00	697.47
01-05-563 TRAINING (ESDA)	198.00	198.00	900.00	702.00
01-05-566 MEETING EXPENSES	0.00	0.00	500.00	500.00
01-05-595 OTHER PROFESSIONAL SERVICES	2,250.00	2,250.00	5,450.00	3,200.00
01-05-652 FIELD SUPPLIES	0.00	4,310.03	5,000.00	689.97
01-05-669 SUPPLIES - OTHER	0.00	226.16	2,900.00	2,673.84
01-06-421 SALARIES FULL-TIME	37,879.62	477,631.46	552,324.00	74,692.54
01-06-422 SALARIES PART-TIME 01-06-423 OVERTIME	10,776.50	138,175.27	125,411.00	(12,764.27)
	6,271.47	70,746.56	67,666.00	(3,080.56)
01-06-451 HEALTH INSURANCE	7,909.14	95,747.17	114,046.00	18,298.83
01-06-461 SOCIAL SECURITY	4,264.75	53,114.19	57,023.00	3,908.81
01-06-462 IMRF 01-06-471 UNIFORM ALLOWANCE	5,295.64	70,060.03	75,879.00	5,818.97
	820.64	8,822.76	8,850.00	27.24
01-06-513 MAINT. SERVICE - VEHICLES	125.00	6,426.42	13,145.00	6,718.58
01-06-521 MAINT. SERVICE - EQUIP	803.17	13,405.17	16,230.00	2,824.83
01-06-534 LEGAL SERVICES	2,700.00	18,221.28	17,800.00	(421.28)
01-06-536 DATA PROCESSING SERVICES	8.76	4,317.93	6,000.00	1,682.07
01-06-549 OTHER PROFESSIONAL SERVICES	0.00	5,252.54	5,700.00	447.46
01-06-551 POSTAGE	0.00	228.16	950.00	721.84
01-06-552 TELEPHONE	0.00	5,295.61	8,000.00	2,704.39
01-06-555 COPYING AND PRINTING	0.00	1,059.47	2,400.00	1,340.53
01-06-556 DISPATCHING SERVICES	7,958.62	103,942.15	112,272.00	8,329.85
01-06-561 DUES AND PUBLICATIONS	0.00	6,226.00	9,640.00	3,414.00
01-06-563 TRAINING	70.00	4,545.89	9,900.00	5,354.11
01-06-566 MEETING EXPENSES	0.00	25.00	100.00	75.00
01-06-567 PROFESSIONAL DEVELOPMENT	0.00	2,531.82	3,000.00	468.18
01-06-575 CIRCUIT COURT RENT	0.00	0.00	0.00	0.00
01-06-613 MAINT. SUPPLIES - VEHICLES	950.43	2,751.76	3,520.00	768.24
01-06-651 OFFICE SUPPLIES	259.32	2,228.63	2,400.00	171.37
01-06-652 FIELD SUPPLIES	0.00	15,837.89	16,000.00	162.11
01-06-656 UNLEADED FUEL	2,336.26	23,707.52	26,590.00	2,882.48

#### **Budget Revenue & Expense Report**

Current: 3/1/2018 to 3/31/2018 YTD5/1/2017 to 3/31/2018

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<del>-</del>	Actual	Actual	Budget	Variance
01 - GENERAL ACCOUNT	Current	YTD	YTD	YTD
01-06-830 NEW EQUIPMENT	0.00	0.00	0.00	0.00
01-06-840 NEW VEHICLE	0.00	30,800.00	30,800.00	0.00
01-06-929 MISC EXPENSES	0.00	43.70	100.00	56.30
01-07-538 MOSQUITO ABATEMENT SERV	0.00	3,500.00	3,500.00	0.00
01-07-595 OTHER CONTRACTUAL SERV	0.00	1,810.00	1,500.00	(310.00
01-08-421 SALARIES FULL-TIME	9,058.40	101,440.62	106,328.00	4,887.38
01-08-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
01-08-423 OVERTIME	0.00	9,860.27	12,202.00	2,341.73
01-08-451 HEALTH INSURANCE	2,361.19	21,455.57	21,520.00	64.43
01-08-461 SOCIAL SECURITY	664.30	8,236.32	9,068.00	831.68
01-08-462 IMRF	1,119.30	12,173.29	13,134.00	960.71
01-08-471 UNIFORM ALLOWANCE	30.00	1,489.85	2,000.00	510.15
01-08-512 MAINT. SERVICE - EQUIPMENT	0.00	1,238.74	2,300.00	1,061.26
01-08-513 MAINT. SERVICE - VEHICLES	1,463.22	13,350.17	13,750.00	399.83
01-08-514 MAINT. SERVICE - STREET	507.72	16,083.70	24,600.00	8,516.30
01-08-516 MAINT, SERVICE - STREET LIGHT	0.00	133.65	180.00	46.35
01-08-533 ENGINEERING	0.00	4,641.92	2,900.00	(1,741.92
01-08-572 STREET LIGHTING	10,257.28	102,730.41	119,500.00	16,769.59
01-08-576 RENTALS	1,644.90	7,788.06	9,763.00	1,974.94
01-08-595 OTHER CONTRACTUAL SERV	0.00	0.00	0.00	0.00
01-08-612 MAINT. SUPPLIES EQUIPMENT	190.02	2,530.94	2,800.00	269.06
01-08-613 MAINT. SUPPLIES - VEHICLES	0.00	3,483.21	3,500.00	16.79
01-08-614 MAINT. SUPPLIES - STREET	388.79	28,227.11	33,136.00	4,908.89
01-08-653 SMALL TOOLS	0.00	0.00	500.00	500.00
01-08-656 UNLEADED FUEL	1,208.25	20,653.93	32,750.00	12,096.07
01-08-830 CAPITAL OUTLAY- EQUIP.	0.00	0.00	0.00	0.00
01-08-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	0.00	0.00	0.00
01-09-511 MAINT. SERVICE - BUILDING	582.10	8,911.17	11,480.00	2,568.83
01-09-611 MAINT. SUPPLIES - BUILDING	0.00	990.00	990.00	2,508.83
01-09-654 JANITORIAL SUPPLIES	134.85	1,273.60	1,500.00	226.40
01-09-820 BUILDING	0.00	5,440.64	5,300.00	(140.64
01-09-821 DEPOT RENT	0.00	2,022.39	•	2.6
01-09-830 NEW EQUIPMENT - CATV	0.00	2,500.00	2,025.00	
01-10-820 CAPITAL OUTLAY - BUILDING	0.00	•	2,500.00	0.00
01-10-860 CAPITAL OUTLAY-INFRASTRUCT.		0.00	15,000.00	15,000.00
01-11-451 HEALTH INSURANCE	0.00 920.00	51,667.24	50,000.00	(1,667.24
01-11-453 UNEMPLOYMENT INSURANCE		7,889.60	10,600.00	2,710.40
	0.00	3,690.29	11,794.00	8,103.7
01-11-592 COMPREHENSIVE INSURANCE 01-11-595 OTHER CONTRACTUAL SERV	0.00	71,093.00	75,889.00	4,796.00
01-11-730 FISCAL AGENT FEES	0.00	394.10	624.00	229.90
01-11-730 FISCAL AGENT FEES 01-11-914 SALES TAX REIMBURSEMENTS	0.00	350.00	350.00	0.00
	31,431.78	124,061.73	133,377.00	9,315.27
01-11-915 PROPERTY TAX REIMB 01-11-951 CAPITAL RESERVE CONTRIB.	0.00	6,365.28	7,630.00	1,264.72
	0.00	0.00	0.00	0.00
01-11-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
01-11-954 INTERFUND TRANS- GO BOND ACCT	0.00	85,920.61	85,922.00	1.39
01-11-955 INTERFUND TRANS-CAP EQUIP	0.00	9,850.00	9,850.00	0.00
01-11-956 INTERFUND TRANS-PARK	0.00	0.00	0.00	0.00
01-13-421 FULL-TIME SALARIES - PARKS	0.00	0.00	0.00	0.00
01-13-422 SALARIES PART-TIME	0.00	4,642.00	6,504.00	1,862.00
01-13-461 SOCIAL SECURITY	0.00	355.12	496.00	140.8
01-13-515 MAINT SERVICE - PARKS	320.00	4,162.77	6,400.00	2,237.2
01-13-571 ELECTRIC POWER	46.44	2,191.81	3,540.00	1,348.1
01-13-595 CONTRACTUAL SERVICES	0.00	2,436.83	2,400.00	(36.8
01-13-614 MAINT SUPPLIES - PARKS	0.00	1,914.46 	3,700.00	1,785.54
Total Operating Expense	\$170,329.71	\$2,173,934.40	\$2,514,251.00	\$340,316.60

Budget Revenue & Expense Report

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YTD5/1/2017 to 3/31/2018

01 - GENERAL ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Total Expense	\$170,329.71	\$2,173,934.40	\$2,514,251.00	\$340,316.60
Excess Revenue Over Expenses	(\$42,659.44)	\$168,784.84	\$0.00	(\$168,784.84)

**Budget Revenue & Expense Report** 

Current: 3/1/2018 to 3/31/2018

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YTD5/1/2017 to 3/31/2018

11 - CAPITAL EQUIPMENT SINKING FUND	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
11-00-381 INTEREST INCOME	4.30	41.50	0.00	(41.50)
11-00-392 PROCEEDS - FIXED ASSET SALES	0.00	0.00	0.00	0.00
11-00-393 INTERFUND TRANSFERS	0.00	27,493.00	27,493.00	0.00
11-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
11-00-397 ENCUMBERANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$4.30	\$27,534.50	\$27,493.00	(\$41.50)
Total Revenue	\$4.30	\$27,534.50	\$27,493.00	(\$41.50)
Operating Expense				
11-11-830 CAPITAL OUTLAY - EQUIPMENT	0.00	45,011.03	0.00	(45,011.03)
11-11-961 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	27,493.00	27,493.00
Total Operating Expense	\$0.00	\$45,011.03	\$27,493.00	(\$17,518.03)
Total Expense	\$0.00	\$45,011.03	\$27,493.00	(\$17,518.03)
Excess Revenue Over Expenses	\$4.30	(\$17,476.53)	\$0.00	\$17,476.53

Budget Revenue & Expense Report

Current: 3/1/2018 to 3/31/2018

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12 - REFUSE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue	- Carron	115	115	116
12-00-377 REFUSE CHARGES	43,715.29	316,022.61	322,299.00	6 276 20
12-00-381 INTEREST INCOME	11.29	108.79	0.00	6,276.39
12-00-389 MISCELLANEOUS INCOME	0.00	2,193.01	8.000.00	(108.79) 5,806.99
12-00-396 RESERVE CASH	0.00	0.00	3,176.00	3,176.00
Total Operating Revenue	\$43,726.58	\$318,324.41	\$333,475.00	\$15,150.59
Total Revenue	\$43,726.58	\$318,324.41	\$333,475.00	\$15,150.59
Operating Expense			*	
12-07-573 REFUSE DISPOSAL	25,197.76	273,482.10	300,252.00	26,769.90
12-07-578 YARD WASTE BAGS	0.00	474.00	8,000.00	7,526.00
12-07-953 INTERFUND OPERAT TRANS	0.00	25,223.00	25,223.00	0.00
Total Operating Expense	\$25,197.76	\$299,179.10	\$333,475.00	\$34,295.90
Total Expense	\$25,197.76	\$299,179.10	\$333,475.00	\$34,295.90
Excess Revenue Over Expenses	\$18,528.82	\$19,145.31	\$0.00	(\$19,145.31)

#### **Budget Revenue & Expense Report**

Current: 3/1/2018 to 3/31/2018

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YTD5/1/2017 to 3/31/2018

14 - MFT ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
14-00-344 MOTOR FUEL TAX	8,543.34	102,394.35	111,678.00	9.283.65
14-00-381 INTEREST	20.89	163.34	100.00	(63.34)
14-00-384 SAFE ROUTES TO SCHOOL GRANT	0.00	4,422.38	5,500.00	1,077.62
14-00-385 FEDERAL STP - PENFIELD REIMB	0.00	0.00	193,600.00	193,600.00
14-00-389 MISC INCOME -SPECAL MFT PMT	0.00	0.00	0.00	0.00
14-00-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$8,564.23	\$106,980.07	\$310,878.00	\$203,897.93
Total Revenue	\$8,564.23	\$106,980.07	\$310,878.00	\$203,897.93
Operating Expense				
14-08-533 ENGINEERING	1,470.33	59,398.96	182,953.00	123,554.04
14-08-614 MAINT. SUPPLIES - STREET	9,891.00	62,465.31	75,791.00	13,325.69
14-10-711 DEBT SERVICE - 2006 INSTALL	0.00	0.00	0.00	0.00
14-10-860 CAPITAL OUTLAY-INFRASTRUCTURE	0.00	6,577.15	35,244.00	28,666.85
14-10-861 CAPITAL PROJECTS	0.00	0.00	0.00	0.00
14-10-951 RESERVE CONTRIBUTION	0.00	0.00	16,890.00	16,890.00
Total Operating Expense	\$11,361.33	\$128,441.42	\$310,878.00	\$182,436.58
Total Expense	\$11,361.33	\$128,441.42	\$310,878.00	\$182,436.58
Excess Revenue Over Expenses	(\$2,797.10)	(\$21,461.35)	\$0.00	\$21,461.35

Budget Revenue & Expense Report

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YTD5/1/2017 to 3/31/2018

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	Actual	Actual	Budget	Variance
16 - JOINT FUEL ACCOUNT	Current	YTD	YTD	YTD
Operating Revenue				
16-00-358 FUEL FUND REIMBURSEMENTS	18,151.24	155,987.66	178,640.00	22,652.34
16-00-381 INTEREST	8.81	70.08	0.00	(70.08)
16-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$18,160.05	\$156,057.74	\$178,640.00	\$22,582.26
Total Revenue	\$18,160.05	\$156,057.74	\$178,640.00	\$22,582.26
Operating Expense			····	
16-12-577 FUEL PAYMENTS	15,765.97	150,474.43	178,640.00	28,165.57
16-12-820 CAPITAL OUTLAY-EQUIP	0.00	0.00	0.00	0.00
Total Operating Expense	\$15,765.97	\$150,474.43	\$178,640.00	\$28,165.57
Total Expense	\$15,765.97	\$150,474.43	\$178,640.00	\$28,165.57
Excess Revenue Over Expenses	\$2,394.08	\$5,583.31	\$0.00	(\$5,583.31)

Budget Revenue & Expense Report

Current: 3/1/2018 to 3/31/2018

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YTD5/1/2017 to 3/31/2018

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Actual	Actual	Budget	Variance
Current	<b>QTY</b>	YTD	YTD
0.23	15.41	0.00	(15.41)
0.00	74,671.25	85,922.00	11,250.75
0.00	0.00	0.00	0.00
\$0.23	\$74,686.66	\$85,922.00	\$11,235.34
\$0.23	\$74,686.66	\$85,922.00	\$11,235.34
<del>.</del> "			
0.00	74,671.25	85,922.00	11,250.75
0.00	0.00	0.00	0.00
\$0.00	\$74,671.25	\$85,922.00	\$11,250.75
\$0.00	\$74,671.25	\$85,922.00	\$11,250.75
\$0.23	\$15.41	\$0.00	(\$15.41)
	0.23 0.00 0.00 \$0.23 \$0.23 0.00 0.00 \$0.00	Current         YTD           0.23         15.41           0.00         74,671.25           0.00         0.00           \$0.23         \$74,686.66           \$0.23         \$74,686.66           0.00         74,671.25           0.00         0.00           \$0.00         \$74,671.25           \$0.00         \$74,671.25	Current         YTD         YTD           0.23         15.41         0.00           0.00         74,671.25         85,922.00           0.00         0.00         0.00           \$0.23         \$74,686.66         \$85,922.00           \$0.23         \$74,686.66         \$85,922.00           0.00         74,671.25         85,922.00           \$0.00         \$74,671.25         \$85,922.00           \$0.00         \$74,671.25         \$85,922.00           \$0.00         \$74,671.25         \$85,922.00

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19 - PUBLIC INFRASTRUCTURE ACCOUNT	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
19-00-346 1/2% INFRASTRUCTURE SALES TAX	11,714.29	132,190.06	138,424.00	6,233.94
19-00-355 STP GRANT- NEW TRAFFIC SIGNAL	0.00	0.00	0.00	0.00
19-00-356 IDOT 100% MATCH- RT 1 REPAIRS	0.00	0.00	0.00	0.00
19-00-381 INTEREST INCOME	58.13	426.56	100.00	(326.56)
19-00-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
19-00-394 LOAN PROCEEDS - ENG INFRA	0.00	0.00	0.00	0.00
19-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$11,772.42	\$132,616.62	\$138,524.00	\$5,907.38
Total Revenue	\$11,772.42	\$132,616.62	\$138,524.00	\$5,907.38
Operating Expense				
19-19-533 ENGINEERING	0.00	. 0.00	0.00	0.00
19-19-711 DEBT SERV-2014 STP ENGIN LOAN	2,640.98	29.050.78	31,692.00	2,641.22
19-19-861 CAPITAL OUTLAY - INFRA.	0.00	72.825.00	70,000.00	(2,825.00)
19-19-952 CAPITAL RESERVE CONTRIB.	0.00	0.00	36.832.00	36,832.00
19-19-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
Total Operating Expense	\$2,640.98	\$101,875.78	\$138,524.00	\$36,648.22
Total Expense	\$2,640.98	\$101,875.78	\$138,524.00	\$36,648.22
Excess Revenue Over Expenses	\$9,131.44	\$30,740.84	\$0.00	(\$30,740.84)

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YTD5/1/2017 to 3/31/2018

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51 - WATER ACCOUNT	Actual Current	Actual YTD	Budget	Variance
	Current	טוז	YTD	YTD
Operating Revenue				
51-00-371 WATER CHARGES	89,760.06	706,477.46	713,377.00	6,899.54
51-00-375 WATER SERVICE CONNECTION FEES	2,297.94	10,369.28	8,000.00	(2,369.28)
51-00-381 INTEREST INCOME	42.20	286.53	340.00	53.47
51-00-387 RENTAL INCOME	225.00	2,475.00	2,700.00	225.00
51-00-389 MISCELLANEOUS INCOME	3,200.00	3,800.00	2,900.00	(900.00)
51-00-393 INTERFUND TRANS FROM GENERAL	0.00	0.00	0.00	0.00
51-00-396 RESERVE CASH	0.00	0.00	0.00	0.00
Total Operating Revenue	\$95,525.20	\$723,408.27	\$727,317.00	\$3,908.73
Total Revenue	\$95,525.20	\$723,408.27	\$727,317.00	\$3,908.73
Operating Expense				
51-20-421 SALARIES FULL-TIME	16,937.64	199,863.96	214,533.00	14,669.04
51-20-422 SALARIES PART-TIME	0.00	10,411.62	11,200.00	788.38
51-20-423 SALARIES OVERTIME	166.78	8,854.16	9,183.00	328.84
51-20-451 HEALTH INSURANCE	2,695.48	32,996.74	31,884.00	(1,112.74)
51-20-461 SOCIAL SECURITY	1,308.49	16,720.50	17,971.00	1,250.50
51-20-462 IMRF	1,955.80	22,550.61	24,788.00	2,237.39
51-20-471 UNIFORMS	0.00	400.00	400.00	0.00
51-20-513 MAINT. SERVICE- VEHICLES	0.00	2,909.53	4,500.00	1,590.47
51-20-517 MAINT. SERVICE - WATER SYSTEM	0.00	33,000.00	33,000.00	0.00
51-20-532 AUDIT	0.00	5,000.00	5,000.00	0.00
51-20-533 ENGINEERING	0.00	0.00	1,200.00	1,200.00
51-20-534 LEGAL SERVICES	0.00	0.00	4,200.00	4,200.00
51-20-536 DATA PROCESSING SERVICES	0.00	3,743.41	3,500.00	(243.41)
51-20-537 LABORATORY ANALYSIS	123.88	1,267.82	5,600.00	4,332.18
51-20-551 POSTAGE	551.90	1,842.87	2,400.00	557.13
51-20-552 TELEPHONE	0.00	1,341.93	1,680.00	338.07
51-20-553 LEASED CONTROL LINES	0.00	2,010.00	2,280.00	270.00
51-20-561 DUES AND PUBLICATIONS	0.00	584.56	600.00	15.44
51-20-563 TRAINING	100.00	2,506.16	3,900.00	1,393.84
51-20-565 CONFERENCES	0.00	0.00	0.00	0.00
51-20-571 ELECTRIC POWER	875.75	24,765.45	31,653.00	6,887.55
51-20-592 COMPREHENSIVE INSURANCE	0.00	34,317.00	37,945.00	3,628.00
51-20-595 OTHER PROFESSIONAL SERVICES	0.00	818.00	900.00	82.00
51-20-611 MAINT. SUPPLIES - BUILDING	0.00	0.00	350.00	350.00
51-20-616 MAINT. SUPPLIES-WATER SYSTEM	2,661.55	63,700.25	64,417.00	716.75
51-20-651 OFFICE SUPPLIES	528.93	1,694.15	1,900.00	205.85
51-20-653 SMALL TOOLS	0.00	1,598.00	1,598.00	0.00
51-20-656 UNLEADED FUEL	0.00	0.00	0.00	0.00
51-20-657 DIESEL FUEL	0.00	0.00	600.00	600.00
51-20-659 CHEMICALS	6,212.66	34,545.31	37,760.00	3,214.69
51-20-822 CAPITAL OUTLAY - BLDG	0.00	0.00	0.00	0.00
51-20-830 CAPITAL OUTLAY - EQUIPMENT	0.00	6,000.00	6,000.00	0.00
51-20-953 INTERFUND TRANS	0.00	98,127.16	166,375.00	68,247.84
Total Operating Expense	\$34,118.86	\$611,569.19	\$727,317.00	\$115,747.81
Total Expense	\$34,118.86	\$611,569.19	\$727,317.00	\$115,747.81
Excess Revenue Over Expenses	\$61,406.34	\$111,839.08	\$0.00	(\$111,839.08)

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52 - SEWER ACCOUNT  Operating Revenue  52-00-372 SEWER CHARGES  52-00-373 LIFT STATION CHARGES  52-00-374 DEBT SERVICES CHARGES  52-00-381 INTEREST INCOME  52-00-389 MISC. INCOME	Actual Current 59,289.45 1,245.92 14,960.15 0.00	Actual YTD 473,855.51 10,926.97	Budget YTD 478,933.00	Variance YTD
52-00-372 SEWER CHARGES 52-00-373 LIFT STATION CHARGES 52-00-374 DEBT SERVICES CHARGES 52-00-381 INTEREST INCOME	1,245.92 14,960.15	473,855.51		
52-00-372 SEWER CHARGES 52-00-373 LIFT STATION CHARGES 52-00-374 DEBT SERVICES CHARGES 52-00-381 INTEREST INCOME	1,245.92 14,960.15	•	478.933.00	
52-00-373 LIFT STATION CHARGES 52-00-374 DEBT SERVICES CHARGES 52-00-381 INTEREST INCOME	1,245.92 14,960.15	•	4/8.933.00	
52-00-374 DEBT SERVICES CHARGES 52-00-381 INTEREST INCOME	14,960.15	10,926.97	·	5,077.49
52-00-381 INTEREST INCOME		445 500 40	11,200.00	273.03
	0.00	115,526.16	110,400.00	(5,126.16)
52-00-389 WISC. INCOME	0.00	0.00	0.00	0.00
CO OO OOO TOANOCCO COOMINATED CUND	0.00	0.00	0.00	0.00
52-00-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
52-00-396 RESERVE CASH-SEWER FUND	0.00	0.00	20,000.00	20,000.00
52-23-393 TRANS FROM SEWER FUND	0.00	0.00	0.00	0.00
Total Operating Revenue	\$75,495.52	\$600,308.64	\$620,533.00	\$20,224.36
Total Revenue	\$75,495.52	\$600,308.64	\$620,533.00	\$20,224.36
Operating Expense				
52-21-421 SALARIES FULL-TIME	13,025.77	161,558.63	169,400.00	7,841.37
52-21-422 SALARIES PART-TIME	0.00	0.00	0.00	0.00
52-21-423 OVERTIME	695.74	13,410.17	9,569.00	(3,841.17)
52-21-451 HEALTH INSURANCE	2,969.43	31,008.29	29,487.00	(1,521.29)
52-21-461 SOCIAL SECURITY	1,019.10	12,808.20	13,615.00	806.80
52-21-462 IMRF	1,708.13	18,751.86	19,719.00	967.14
52-21-471 UNIFORM ALLOWANCE	0.00	3,545.30	4,500.00	954.70
52-21-512 MAINT. SERVICE - EQUIPMENT	0.00	8,000.00	8,000.00	0.00
52-21-513 MAINT. SERVICE - VEHICLES	0.00	928.20	1,900.00	971.80
52-21-518 MAINT SERVICE SEWER SYSTEM	0.00	16,900.00	16,900.00	0.00
52-21-532 AUDIT	0.00			
52-21-533 ENGINEERING	0.00	5,000.00	5,000.00	0.00
52-21-533 ENGINEERING 52-21-534 LEGAL SERVICES		920.69	1,000.00	79.31
52-21-536 DATA PROCESSING SERVICES	759.37	759.37	4,200.00	3,440.63
	357.00	1,871.20	5,300.00	3,428.80
52-21-537 LABORATORY ANALYSIS	25.00	7,028.22	7,207.00	178.78
52-21-549 OTHER PROFESSIONAL SERVICES	0.00	1,639.48	1,650.00	10.52
52-21-551 POSTAGE	219.52	1,510.48	1,900.00	389.52
52-21-552 TELEPHONE	0.00	1,452.76	2,280.00	827.24
52-21-562 IEPA PERMIT FEES	0.00	11,000.00	11,000.00	0.00
52-21-563 TRAINING	0.00	625.00	3,900.00	3,275.00
52-21-571 ELECTRICAL POWER	5,436.70	59,552.52	65,588.00	6,035.48
52-21-574 NATURAL GAS	505.86	5,253.78	5,900.00	646.22
52-21-592 COMPREHENSIVE INSURANCE	0.00	34,317.00	37,945.00	3,628.00
52-21-595 OTHER PROFESSIONAL SERV	3,750.00	37,500.00	45,000.00	7,500.00
52-21-611 MAINT. SUPPLIES - BUILDING	0.00	497.35	500.00	2.65
52-21-612 MAINT. SUPPLIES - EQUIPMENT	0.00	2,471.81	2,700.00	228.19
52-21-617 MAINT. SUPPLIES-SEWER SYSTEM	0.00	1,528.17	2,400.00	871.83
52-21-651 OFFICE SUPPLIES	0.00	450.46	900.00	449.54
52-21-653 SMALL TOOLS	0.00	0.00	0.00	0.00
52-21-657 DIESEL FUEL	0.00	0.00	0.00	0.00
52-21-820 NEW EQUIPMENT	0.00	0.00	0.00	0.00
52-21-830 CAPITAL OUTLAY- EQUIPMENT	0.00	0.00	0.00	0.00
52-21-952 CAPITAL IMPROV CONTRIB	0.00	0.00	0.00	0.00
52-21-953 INTERFUND TRANS	0.00	32,673.00	143,073.00	110,400.00
52-22-953 INTERFUND TRANS (TO GENERAL)	0.00	0.00	0.00	0.00
Total Operating Expense	\$30,471.62	\$472,961.94	\$620,533.00	\$147,571.06
Total Expense	\$30,471.62	\$472,961.94	\$620,533.00	\$147,571.06

**Budget Revenue & Expense Report** 

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52 - SEWER ACCOUNT	Actual	Actual	Budget	Variance
	Current	YTD	YTD	YTD
Excess Revenue Over Expenses	\$45,023.90	\$127,346.70	\$0.00	(\$127,346.70)

#### **Budget Revenue & Expense Report**

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53 - WATER & SEWER CAPITAL IMPR	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue	Current	110	110	TIB
53-00-381 INTEREST INCOME	0.00	0.00	0.00	0.00
53-21-350 IDOT GRANT-ILLIANA CORRIDOR PLANI	0.00	0.00	0.00	0.00
53-21-373 WATER TAP-INS	1,717.00	17,847.00	0.00	(17,847.00)
53-22-374 SEWER TAP-INS	3,549.00	37,079.00	0.00	(37,079.00)
53-22-381 INTEREST	13.76	104.17	150.00	45.83
53-22-393 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
53-22-394 LOAN PROCEEDS-IPEA WASTEWATER	0.00	0.00	8,200,000.00	8,200,000.00
53-22-396 RESERVE CASH - CAPITAL	0.00	0.00	79,750.00	79,750.00
53-22-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$5,279.76	\$55,030.17	\$8,279,900.00	\$8,224,869.83
Total Revenue	\$5,279.76	\$55,030.17	\$8,279,900.00	\$8,224,869.83
Operating Expense				
53-21-517 MAINT SERV - WATER SYSTEM	0.00	0.00	2,500.00	2,500.00
53-21-616 METER REPLACEMENT PROGRAM	0.00	29,310.40	29,400.00	89.60
53-21-861 CAPITAL OUTLAY- INFRAS	0.00	0.00	8,200,000.00	8,200,000.00
53-22-518 MAINT SERV - SEWER SYSTEM	1,256.15	12,234.16	22,500.00	10,265.84
53-22-533 ENGINEERING	0.00	11,590.00	15,000.00	3,410.00
53-22-535 PLANNING SERVICES	0.00	3,620.67	6,000.00	2,379.33
53-22-595 OTHER PROFESSIONAL SERVICES	1,000.00	1,575.00	4,500.00	2,925.00
53-22-951 CAPITAL RESERVE CONTRIB	0.00	0.00	0.00	0.00
53-22-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
Total Operating Expense	\$2,256.15	\$58,330.23	\$8,279,900.00	\$8,221,569.77
Total Expense	\$2,256.15	\$58,330.23	\$8,279,900.00	\$8,221,569.77
Excess Revenue Over Expenses	\$3,023.61	(\$3,300.06)	\$0.00	\$3,300.06

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YTD 5/1/2017 to 3/31/2018

54 - WATER & SEWER DEBT SERVICE	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
54-21-393 TRANS FROM WATER FUND	0.00	13,472.00	10,038.00	(3,434.00)
54-22-336 UTILITY TAX	19,377.29	170,750.64	186,736.00	15,985.36
54-22-346 1/2% INFRA SALES TX	11,714.30	132,190.06	138,424.00	6,233.94
54-22-381 INTEREST INCOME	63.96	350.11	510.00	159.89
54-22-391 1ST COMM BK-WWTP LOAN PROCEEDS	0.00	0.00	0.00	0.00
54-22-393 TRANSFER FROM WATER FUND	0.00	0.00	0.00	0.00
54-22-394 TRANSFER FROM SEWER FUND	0.00	0.00	110,400.00	110,400.00
54-22-395 TRANSFER FROM REFUSE FUND	0.00	0.00	0.00	0.00
54-22-396 RESERVE CASH	0.00	0.00	289,272.00	289,272.00
Total Operating Revenue	\$31,155.55	\$316,762.81	\$735,380.00	\$418,617.19
Total Revenue	\$31,155.55	\$316,762.81	\$735,380.00	\$418,617.19
Operating Expense				
54-21-533 ENGINEERING	0.00	141,410.30	300,000.00	158,589.70
54-21-711 2013 INSTALLMENT CONTRACT	0.00	81,647.03	81,642.00	(5.03)
54-22-712 2018 BALLOON LOAN	503.68	4,192.64	353,738.00	349,545.36
54-22-713 1996 IEPA LOAN	0.00	0.00	0.00	0.00
54-22-951 RESERVE CONTRIBUTION	0.00	0.00	0.00	0.00
54-22-953 INTERFUND TRANSFERS	0.00	0.00	0.00	0.00
54-23-716 WASH TWP BUILDING PMT	0.00	0.00	0.00	0.00
Total Operating Expense	\$503.68	\$227,249.97	\$735,380.00	\$508,130.03
Total Expense	\$503.68	\$227,249.97	\$735,380.00	\$508,130.03
Excess Revenue Over Expenses	\$30,651.87	\$89,512.84	\$0.00	(\$89,512.84)

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55 - WATERMAIN REPLACEMENT FUND	Actual Current	Actual YTD	Budget YTD	Variance YTD
Operating Revenue				
55-21-381 INTEREST INCOME	90.09	399.11	300.00	(99.11)
55-21-393 INTERFUND TRANS	0.00	79,685.16	151.367.00	71,681.84
55-21-394 LOAN PROCEEDS - IEPA DRINK WAT	236,416.33	1,087,890.64	1,182,000.00	94,109.36
55-21-396 RESERVE CASH	0.00	0.00	0.00	0.00
55-21-397 ENCUMBRANCES	0.00	0.00	0.00	0.00
Total Operating Revenue	\$236,506.42	\$1,167,974.91	\$1,333,667.00	\$165,692.09
Total Revenue	\$236,506.42	\$1,167,974.91	\$1,333,667.00	\$165,692.09
Operating Expense				
55-21-533 ENGINEERING	8,613.85	73,359.14	136,500.00	63,140,86
55-21-714 DEBT SERV - 2017 IEPA LOAN	0.00	0.00	0.00	0.00
55-21-861 CAPITAL OUTLAY-PENFIELD MAIN	0.00	1,008,876.71	1,051,000.00	42,123.29
55-21-862 CAPITAL OUTLAY-ELM/BIRCH MAIN	0.00	0.00	0.00	0.00
55-22-951 CAPITAL RESERVE CONTRIBUTION	0.00	0.00	146,167.00	146,167.00
Total Operating Expense	\$8,613.85	\$1,082,235.85	\$1,333,667.00	\$251,431.15
Total Expense	\$8,613.85	\$1,082,235.85	\$1,333,667.00	\$251,431.15
Excess Revenue Over Expenses	\$227,892.57	\$85,739.06	\$0.00	(\$85,739.06)



4849 Rugby Avenue Suite 1000 Bethesda, MD 20814 Phone: 844-268-6088

April 4th, 2018

Janett Conner
Beecher Village Clerk
625 Dixie Highway
P.O. Box 1154
Beecher, IL 60401

**RE: Notice of Development for Community Solar Garden** 

Dear Janett,

This letter is to provide notice of development for a community solar garden within 1.5mi of the Village of Beecher. Community Power Group is working to develop the community solar garden, Beecher Sun I, on approximately 13 acres off of E Corning Road, south of Beecher. See the attached map for further details on the location and the attached site plan for details on the solar farm.

If you have any questions or thoughts, please feel free to reach out to me by phone at (443) 878-8296 or by e-mail at nmento@communitypowergroup.com.

Best regards,

Nick Mento

**Project Manager** 





#### **PLAT OF SURVEY**

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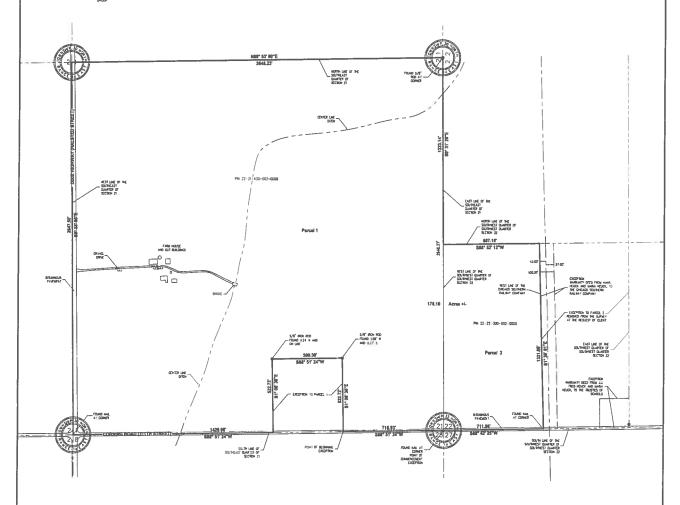
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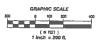
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2. NORTH MINOR AND BEARNOS BASED ON THE ELLHOIS STATE PLANE COORDINATE SYSTEM, EAST 2016, NADRO, 2011 MILETHENT.

3 MAPPONEMENT LOCATIONS ARE BASED ON A FELD SUPPLY BY CW LANDE AND ASSOCIATES, INC. ON 1/727/18 4 COMPANY, YOUR POINTS BEFORE USING SAME AND MEPORY ANY DIFFERENCES.

S. DAEDN LIEGAL DESCRIPTION WITH DEED ON THE POLICY AND REPORT ANY DISCREPANCY. BUILDING LINES AND EXEMPLYS. IF ANY, SHOWN HEREDN AND AS SHOWN ON THE RECEIVED SUBDIVISION OR AS INDICATED.

#### Community Power Group

Coming Avenue Weshington Township, Will County, Re Plat of Survey

C.M. Lavoie

DRAWN BY NO SCALE: I'=200 JOB NUMBER: 17-262 CHECKED BY me DATE: 1/23/2018 SHEET 1 Of 1 DESCRIPTION

S. Capyright, 2015 C. M. Levale & Associates, Esc.

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#### SOLAR FACILITY SITE LEASE AGREEMENT

This Solar Facilities Site Lease Agreement (the "Lease" or "Agreement"), dated as of this 19 day of December 2017 (the "Effective Date"), is entered into by and between Community Power Group, LLC, a Delaware limited liability company ("Lessee"), and Trust #16851 ("Lessor"). Each of Lessee and Lessor is referred to herein as a "Party" and collectively they are referred to as the "Parties". This Agreement and a similar agreement as to different property which is being executed this date, supercede and replace the Solar Facility Site Lease Agreement executed by the parties dated July 19, 2017.

#### A. GENERAL TERMS

- A.1. <u>Purpose of the Lease</u> The purpose of this Lease is to lease land (as further defined herein and more fully described in Exhibit A) to allow Lessee to develop, construct, own, operate and maintain a solar photovoltaic energy and storage facility (the "Facility" and as further defined at Exhibit A). Lessee requires access to certain property owned or leased by Lessor as identified in Exhibit A; and Lessor agrees to lease a portion of land (the "Premises") described herein and within the substance of Exhibit A to Lessee on the terms and conditions hereinafter set forth within the substance of this Lease.
- A.2. <u>Facility Development</u>, <u>Construction</u>, <u>Ownership</u>, <u>Operation and Maintenance</u> Lessor hereby consents to the development, construction, ownership, operation and maintenance of the Facility and any component thereof by Lessee, its Affiliates and any employees, agents, representatives, subcontractors or other designees of any of the foregoing and any local electric utility personnel, on the Premises, including solar panels, mounting substrates or supports, wiring and connections, energy storage devices, power inverters, service equipment, metering equipment, utility interconnections and any other equipment or facilities related thereto (the "Permitted Uses").
- A.3. <u>Rent</u> During the term of this Lease, Lessee shall pay Lessor rent on a per acre, per year basis as compensation in full for the rights with respect to the Premises, and such other rights, as set forth in this Lease. Lessee shall pay Rent to Lessor according to the following schedule:
  - A.3.1. Annual Operating Rent The Annual Operating Rent for the full 25 year period shall be paid monthly assuming an amount equal to per acre, per year (the "Initial Annual Operating Rent") escalating at a rate of the final acres of the facility shall be defined and attached hereto in Exhibit B upon receipt of all related approvals. The rent will be paid in twelve equal monthly installments on the 15th of each month during the term. Payments will be paid out to Trustees based on the percentage interest each Trustee owns. Such amount represents the full financial lease obligation from the Lessee to Lessor. Any rent payments more than ten (10) days in arrears shall bear interest at the rate of eight percent (8%) per annum, and in addition, Lessee shall pay a late fee to Lessor of one-hundred (\$100.00) dollars with respect to each late payment.
    - A.3.1.1. Operating Rent Commencement Date: Shall be the full month during which the Facility begins to generate electric power for delivery to the distribution grid.
  - A.3.2. <u>Construction and Decommissioning Rent</u> Construction and Decommissioning Rent shall be a monthly payment equal to 1/12th the Annual Operating Rent, with the first payment due on the Construction Rent Commencement Date. In the event the Construction Rent Date is not achieved no rent shall be payable in accordance with this Lease.
    - A.3.2.1. Construction Rent Commencement Date Construction will be deemed started in the event any material alterations are made to the property or the housing of any construction equipment. Lessee shall use reasonable efforts to provide six (6) months notice of its intent to start construction in an effort to help Lessor plan for its planting or harvesting season.
    - A.3.2.2. <u>Decommissioning Rent Termination Date</u> The date on which the restoration of the premises are returned to the same condition (excepting reasonable wear and tear due to natural occurrences) as the premises were at the date of the commencement of the lease are deemed complete.
  - A.3.3. <u>Lessor Prepayment Option</u> Prior to the commencement of the Annual Operating Rent Period, Lessor has the option, but not the obligation, to receive the first years Annual Operating Rent payment plus 50% of next 10 years of Annual Operating Rent payments in one upfront payment. For the avoidance of doubt if



acreage leased was and the initial Annual Operating Rent payment is acres x
then Lessor would be entitled to receive (first Annual Operating Rent Payment) plus (50%
of next ten years' payments) for a total payment of in lieu of receiving the first eleven years
payments on an annual basis. After the eleventh year, lease payments will be made in accordance with the
remaining Annual Operating Rent schedule.

- A.3.4. Lessee kWh Option Lessee shall have the right to elect to convert future rent payments from a per acre basis to a per kWh basis upon the first anniversary of the Operating Rent Commencement Date (the "Base Year"). The calculation of the Rate per kWh rent shall be equal to the actual first years Operating Rent divided by the number of kWh produced for the Base Year (the "kWh Rent Rate"). The kWh Rent Rate shall then be used to calculate the Annual Operating Rent by multiplying the kWh Rent rate by the number of actual kWhs produced during the proceeding rent periods. This option shall not be applicable to the first 11 years in the event Lessor has chosen the Lessor Prepayment Option.
- A.3.5. <u>Deposit/Option Payment</u> In acceptance and execution by all parties of this agreement, Lessee shall pay Lessor a good faith non-refundable amount of
- A.4. Term The term of this Lease (the "Term") shall commence on the Effective Date of this Lease and the Effective Date shall be the date this Lease is signed by both Lessor and Lessee. The termination of this Lease shall be the twenty-fifth (25th) anniversary of the Operating Rent Commencement Date and shall automatically extend for up to two (2) consecutive periods of five (5) years each, unless earlier terminated in accordance herein.
- A.5. Lessor Right to Terminate If, within two (2) years from the Effective Date, Lessee fails to start Installation Work, or becomes inactive in pursuing related permits or interconnection agreements related to the Facility, Lessor may terminate this Agreement by delivering notice to Lessee of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Lessee's receipt of such notice. However, if Lessee is active in pursuing related permits or interconnection agreements, then Lessee shall have the right to buy up to two (2) additional years to start construction (the Extended Period) at a rate equal to 10% of the first years rent payment. Such amount is payable in monthly installments during the Extended Period. In the event of termination, in accordance with Section H, neither Party shall have any further liability to the other, provided that: (i) Lessee, at its expense, shall remove any equipment or materials which Lessee has placed on the Premises; (ii) Lessee, at its expense, shall restore any portions of the Premises disturbed by Lessee to their pre-existing condition pursuant to Section A.6 of this Agreement; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice, in accordance with Section K.1.
- A.6. Removal of Facility at End of Term Unless Lessor elects to purchase the Facility pursuant to Section A.7, Lessee shall, within one-hundred and eighty (180) days following the end of the Term, and at Lessee's cost and expense, be required to decommission, deconstruct, dismantle and remove the Facility from the Premises, the completion of which shall constitute the Termination Date. During such decommissioning period, Lessee, its Affiliates and any employees, agents, representatives, contractors, subcontractors and other designees of any of the foregoing and any local electric utility personnel shall continue to have access to the Premises and the Facility as otherwise provided in this Lease. Monthly lease payments will continue until the Decommissioning Rent Termination Date. Prior to the Construction Rent period Lessor and Lessee shall agree to a surety mechanism for the removal of the facility.
- A.7. Purchase Option Upon Expiration The Lessor may purchase the Facility upon the expiration of this Agreement, if the Agreement is still in effect on such date, at the Facility's fair market value on an installed and running, or going-concern basis. The Lessee shall notify the Lessor of the right to exercise this purchase option in writing, not less than one hundred twenty (120) days prior to the expiration date. The Lessor shall provide written notice to Lessee of the Lessor's intent to exercise this purchase option, not less than sixty (60) days prior to the expiration date or ten (10) business days following determination of Fair Market value, whichever is later (or else the option shall automatically expire) ("Exercise Notice at Term Expiration").
- A.8. Access to Premises Lessor shall provide Lessee with access to the Premises as reasonably necessary to allow Lessee to develop, construct, own, operate and maintain the Facility as contemplated herein, including ingress and egress rights to the Premises for Lessee, its Affiliates and any employees, agents, representatives, subcontractors, Lenders, investors, potential Lenders or potential investors, regulators and other designees of any



of the foregoing and any local electric utility personnel, and access to the Facility to interconnect the Facility with the local electrical grid. Lessor grants Lessee all ingress and egress rights of way to the premises as necessary for the design, construction, operation and maintenance of the Facility during the Term of the Lease. Lessor shall provide such space on the Premises and access as is reasonably requested by Lessee for laydown, for the temporary storage and staging of tools, materials, parts, supplies and equipment, for rigging and material handling, for the parking of vehicles and temporary trailers and facilities and for erecting an office or other structure, in each case as reasonable necessary or convenient for the development, construction, ownership, operation, and maintenance of the Facility or any portion thereof. Lessor will identify specific areas for storage, staging, and parking use by the Lessee and its Affiliates. Lessor and its authorized representatives shall at all times have access to, and the right to observe, the development, construction, ownership, operation and maintenance of the Facility on the Premises, subject to compliance with Lessee's safety rules. However, Lessor shall retain the right to identify alternative areas on property it owns or controls to be used by Lessee for the aforementioned purposes in the event the specific location with respect to Lessee's activities interferes with Lessor's operation of its own business.

A.9. Facility and Output Ownership Lessor acknowledges and agrees that (i) Lessee or one of its Affiliates is and shall be the exclusive owner and operator of the Facility, (ii) all permits, approvals, interconnection agreements, equipment, warrantees, guarantees, service agreements, facilities and other contracts comprising the Facility shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the Facility is or may be mounted on, adhered to or attached to the Premises or structures, buildings and fixtures on the Premises, and (iii) Lessor shall have no right, title or interest in any Facility or any component thereof, notwithstanding that any such Facility may be mounted on, adhered to, or attached to the Premises or structures, buildings and fixtures on the Premises, except as otherwise provided herein. As between Lessor and Lessee, Lessor acknowledges that Lessee or one of its Affiliates is and shall be the exclusive owner of all Energy output of the Facility, of all Environmental Attributes related to the Facility and of any other tax or financial incentives related to the Facility. Without the express written consent of Lessee, Lessor shall not make or publish any public statement or notice suggesting ownership of such Energy output, Environmental Attributes or tax or financial incentives.

A.10. <u>Insurance</u> Lessee's liability insurance shall be purchased and maintained by the Lessee to protect him from claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Lessee's operation under this Agreement, whether such operation be by himself or by any or anyone directly or indirectly employed by any of them. The insurance shall name the Lessor as an additional insured and shall be written for not less than \$500,000 each person, \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, and \$500,000 each occurrence, \$1,000,000 aggregate for property damage, or such amount as required by law, whichever is greater, and shall include contractual liability applicable to the Lessee's obligations. Lessee shall supply Lessor with an annual certificate of insurance upon renewal. The provisions of this Lease shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. The liability of the Parties hereunder shall not be limited or reduced by insurance.

A.11. Taxes Lessee shall pay any personal and real property taxes, possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to Lessee's occupancy and use of the Premises (or any portion or component thereof). Lessor pays all real and personal property taxes on the Premises excepting only real and personal property taxes charged against the Facility. Any taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof shall be paid by the party responsible for creating the expense.

#### B. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

B.1. <u>Power and Authorization</u> Lessor represents and warrants that it has all requisite power and authority to enter into this Lease and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.



- B.2. No Conflict Lessor represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.
- B.3. <u>Binding Obligation</u> Lessor represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.
- B.4. Lessor's Title to Premises Lessor represents, warrants and covenants that Lessor has lawful title to (or a valid leasehold interest in) the Premises and that Lessee shall have quiet and peaceful possession of the Premises in accordance with this Lease, free from any claim of any Person of superior title thereto, without hinderance to or interference with or molestation of Lessee's quiet enjoyment thereof, throughout the Term of this Lease. Lessor shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber the Premises unless Lessor shall have given Lessee at least fifteen (15) days' prior written notice thereof, which notice shall identify the transferee, the Premises to be so transferred and the proposed date of transfer. Lessor agrees that this Lease shall run with the Premises and survive any such transfer of any of the Premises. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledge or party to whom a lien has been granted to execute and deliver to Lessee a document in form and substance satisfactory to Lessee, pursuant to which such party (i) acknowledges and consents to the Lessee's rights in the Premises as set forth herein, including an acknowledgement by the transferee that it has no interest in the Facility, the Energy output, the Environmental Attributes or any other tax or financial incentive relating thereto, and shall not gain any interest in any of the foregoing by virtue of the Lessor's transfer, and (ii) expressly subordinates any lien it may have in and to any of the foregoing to Lessee's rights and interests hereunder.
- B.5. No Interference With and Protection of the Facility. Lessor will not conduct activities on, in, under, over or about the Premises, the Facility or any portion thereof that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility. To the extent practicable, Lessor shall permit Lessee to maintain reasonable and appropriate security measures on the Premises to prevent Lessor's employees, invitees, agents and representatives, any third parties or animals, from having access to the Premises or the Facility, and to prevent any theft, vandalism or other actions that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Facility.
- B.6. <u>Insolation</u> Lessor acknowledges and agrees that access to sunlight ("insolation") is essential to the value to Lessee of the leasehold interest granted hereunder and is a material inducement to Lessee in entering into this Lease. Accordingly, Lessor shall not permit any interference with insolation on and at the Premises or any other real property owned by, leased to or from, or otherwise controlled by Lessor that may reasonably be considered to adversely affect the Facility. In the Event of any obstruction that interferes with insolation is proposed to be erected or installed on property other than the Premises Lessor shall promptly deliver to Lessee copies of any notice relating thereto received by Lessor, and Lessee shall have the right to intervene or to direct Lessor to intervene in any proceeding and to contest the installation or erection of such obstruction. In the event such obstruction is installed, (a) Lessee shall have the right to remove the Facility from the Premises and (b) Lessor shall be liable for damages in accordance with Section H. However, the maintenance of the property upon which the equipment is located including the control of the growth of foliage is the responsibility of the Lessee.
- B.7. <u>Hazardous Materials</u> To the best of Lessor's knowledge, there are no hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises in violation of any Applicable Law or that might otherwise impair Lessee's ability to utilize the Premises as contemplated by this Lease. Lessor shall not introduce or use any hazardous, toxic or dangerous substances, chemicals, materials or wastes on, in, under or over the Premises in violation of any Applicable Law. If Lessor becomes aware of any hazardous, toxic or dangerous substances, chemicals, materials or wastes present on, in, under or over the Premises, Lessor shall promptly notify Lessee of the type and location of such substances, chemicals, materials or wastes in writing. Lessor agrees to assume full responsibility for and shall protect, indemnify, defend and hold harmless Lessee and its Indemnitees against, any loss, costs, damages, liability or cleanup obligations arising out



of (i) any pre-existing conditions caused as a result of Hazardous Materials on, in, under or over the Premises, and (ii) any loss, costs, damages, liability or cleanup obligations arising as a result of actions or inactions on the part of Lessor on or after the date hereof. Notwithstanding the foregoing, the indemnification by Lessor set forth herein shall not apply in instances where the loss, costs, damages, liability or cleanup arises as a result of actions of Lessee or those acting for or on behalf of Lessee.

### C. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

- C.I. <u>Powers: Authorization</u> Lessee represents and warrants that it has all requisite power and authority to enter into this Lease, and to carry out the transactions contemplated hereby, and that it has taken all necessary actions to authorize the execution, delivery and performance of this Lease.
- C.2. No Conflict Lessee represents and warrants that the execution, delivery and performance by it of this Lease does not (i) violate (A) its organizational documents, or (B) any Applicable Law, or (ii) require any approval or consent of any other Person, except for such approvals or consents that have been obtained on or before the date hereof or the absence of which could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on its ability to execute, deliver or perform this Lease.
- C.3. <u>Binding Obligation</u> Lessee represents and warrants that this Lease has been duly executed and delivered by it and is a legally valid and binding obligation, enforceable against it in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.
- C.4. <u>Hazardous Materials</u> Lessee shall not introduce or use any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law. If Lessee becomes aware of any such hazardous, toxic or dangerous materials on, in, under or over the Premises, Lessee shall promptly notify Lessor of the type and location of such materials in writing. Lessee agrees to assume full responsibility for (and shall protect, indemnify and defend Lessor Indemnitees against) any liability or cleanup obligations for any hazardous, toxic or dangerous materials on, in, under or over the Premises in violation of any Applicable Law that are directly caused by the actions of Lessee or those acting for or on behalf of Lessee.

### D. LIABILITY AND INDEMNITY

- D.1. Lessee Indemnity Lessee shall defend, indemnify, protect and hold harmless Lessor, and its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessor (collectively, including Lessor, the "Lessor Parties") from and against all claims. demands, liabilities, losses, damages, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Claims") suffered or incurred by any of the Lessor Parties as a result of or arising out of: (a) any acts, omissions or negligence of Lessee, its partners, members, affiliates, agents, directors, shareholders, employees, representatives, successors, assigns, contractors or anyone claiming under Lessee (collectively, including Lessee, the "Lessee Parties") in connection with Lessee Parties' uses of or operations on the Property, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessor Party, or (b) a breach of this Lease by Lessee that remains uncured after any applicable notice and cure period. Notwithstanding the foregoing, the Lessor Parties hereby waive any Claims against the Lessee Parties for damage or injury suffered by the Lessor Parties arising as a result of any audible or electromagnetic noise, vibration, electrical interference and radio frequency interference attributable to the Lessee Parties' operations on the Property or any other property, provided that nothing herein shall be deemed to release Lessee from its obligation to defend, indemnify, protect and hold harmless the Lessor Parties from third party claims under the first sentence of this Section D.1. The Lessee Parties shall not be liable for losses of rent, business opportunities, profits or any other consequential damages that may result from the conduct of Lessee Parties' uses of or operations on the Property.
- D.2. <u>Indemnity by Lessor</u>. Lessor shall defend, indemnify, protect and hold harmless the Lessee Parties from and against any and all Claims suffered or incurred by any of the Lessee Parties as a result of or arising out of: (a) any acts, omissions or negligence of any of the Lessor Parties in connection with Lessor Parties' uses of or operations on the Property, except to the extent any such Claim is caused by the negligence or willful misconduct of a Lessee Party, (b) the condition of the Property, except to the extent any such Claim is caused by the negligence or willful



misconduct of a Lessee Party, or (c) a breach of this Lease by Lessor that remains uncured after any applicable notice and cure period.

D.3. No Consequential Damages. Notwithstanding any provision in this Lease to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss of profits, cost of capital or increased operating costs, arising out of this Lease whether by reason of contract, indemnity, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Lease. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Lease.

### E. CASUALTY OR CONDEMNATION, FORCE MAJEURE

- E.1. In the event the Premises shall be so damaged or destroyed so as to make the use of the Premises impractical as determined by Lessee, then Lessee may elect to terminate this Lease on not less than twenty (20) days' prior notice to Lessor, effective as of a date specified in such notice. If Lessee does not elect to terminate this Lease pursuant to the previous sentence, Lessor shall exercise commercially reasonable efforts to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction; provided, however, that, except as otherwise provided in this Lease (including Section A.10 and D.2), Lessor shall in no event be required to repair, replace or restore any property of Lessee comprising part of the Facility, which replacement or restoration shall be Lessee's responsibility. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by Applicable Law for its respective property interest appropriated as well as any damages suffered thereby.
- E.2. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Lease and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents performance by the Claiming Party), then the Claiming Party will be excused from the performance of its obligations under this Lease (other than the obligation to make payments then due, and except as otherwise provided in Section A.10 and D.2). The Claiming Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations hereunder; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure (other than the obligation to make payments then due, and except as otherwise provided in Section A.10 and D.2).
- E.3. Force Majeure If performance of this Lease or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of Force Majeure (defined below), the affected Party, upon giving notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed. "Force Majeure" means: fire, earthquake, flood, tornado or other acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party.

### F. ASSIGNMENT

- F.1. <u>Lessor Assignment</u> Lessor shall have the right to assign its rights, duties and obligations under this Lease to a third party without the prior written consent of Lessee, so long as such assignment does not adversely impair Lessee's rights in connection with this Lease.
- F.2. <u>Lessee Assignment</u> Lessee shall have the right to assign its rights, duties and obligations under this lease without the prior written consent of Lessor to the following entities: (i) one or more parties providing financing or refinancing in connection with the development, construction, ownership, operation or maintenance of the Facility, or any representative of such parties, and (ii) an affiliated entity or a successor entity in a merger or acquisition transaction. For the avoidance of doubt, changes in control of Lessee shall not be deemed to be assignments of this Lease.



F.3. <u>Lessor Sale</u> In the event Lessor shall decide to sell the Premises, the Lessor hereby grants to Lessee a right of first offer with respect to the sale of the premises. The Lessee's right of first offer does not apply to a sale and/or transfer of the premises to a family member, or family trust. The terms and conditions on which Lessor is willing to sell shall be conveyed to Lessee in writing. Thereafter, Lessee shall have thirty (30) days within which to accept said terms and conditions in writing. In the event of Lessee's acceptance of such offer, Lessor shall sell the Premises to Lessee pursuant to the terms and conditions of said offer and Lessee shall have one hundred twenty (120) days to close on the purchase. In the event Lessor does not sell the Premises to a third (3rd) party after first offering it to Tenant, this right of first offer shall continue to exist as to any proposed subsequent sale.

### G. COOPERATION WITH FINANCING

- G.1. Right to Encumber. Lessee, any successor or assignee of Lessee, or any holder of a sublease or license (each hereinafter sometimes referred to as an "Obligor") may at any time mortgage, pledge, or encumber to any entity (herein, a "Lender") all or any portion of the Obligor's rights and interests under this Lease or such sublease or license, in each case without the consent of Lessor. For purposes of this Lease, each entity which now or hereafter is the recipient or beneficiary of any such mortgage, pledge, or encumbrance and whose lien or encumbrance is now or hereafter recorded in the official records of the County in which the Property is located, shall be referred to in this Lease as a "Lender".
- G.2. <u>Covenants for Lenders' Benefit</u>. Lessee and Lessor expressly agree between themselves and for the benefit of any Lenders, that if an Obligor mortgages, pledges, or encumbers any of its rights and interests as provided in Section G.1 above, then notwithstanding any other provision of this Lease to the contrary:
  - G.2.1.1. Lessor and Lessee will not terminate, suspend, amend or modify, or take any action causing, consenting to, acquiescing in, or accepting the termination, suspension, amendment or modification of this Lease, if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender, without such Lender's consent.
  - G.2.2. Each Lender shall have the right, at its discretion, to take, or cause to be taken, any action required to be performed under this Lease by the Obligor that is party to such Lender's mortgage, pledge or encumbrance, and any such action performed by such Lender shall be as effective to prevent or cure a default under this Lease and/or a forfeiture of any of such Obligor's rights under this Lease as if done by such Obligor itself.
  - G.2.3. The right of a Lender to receive notices and to cure Obligor's defaults pursuant to the provisions of this Section G.2 shall be available only to those Lenders which shall have notified Lessor in writing of their name and address, or whose lien is recorded in the official records of the County in which the Property is located, regardless of whether the specific provision in question expressly so states. No default which requires the giving of notice to Obligor shall be effective unless a like notice is given to all Lenders. If Lessor shall become entitled to terminate this Lease due to an uncured default by Obligor, Lessor will not terminate this Lease unless it has first given written notice of such uncured default and of its intent to terminate this Lease to each Lender and has given each Lender at least thirty (30) days after the expiration of the cure period which this Lease provides to Obligor for curing such default, to cure the default to prevent such termination of this Lease. Furthermore, if within such thirty (30) day period a Lender notifies Lessor that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure the default, Lessor shall not terminate this Lease and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event a Lender shall elect to exercise its rights hereunder, such Lender shall have no personal liability to Lessor and the sole recourse of the Lessor in seeking enforcement of its obligations under this Lease or any new lease entered into pursuant to Section G2.4 below shall be to such Lender's interest in this Lease and the Property. Upon the sale or other transfer by any Lender of its interest in the Lease or Property, such Lender shall have no further duties or obligations hereunder.



- G.2.4. In case of the termination or rejection of this Lease as a result of any default hereunder or the bankruptcy, insolvency or appointment of a receiver in bankruptcy, Lessor shall provide prompt notice thereof to the Lenders. Upon written request of the Lender that is the beneficiary of the first priority security interest in the Lessee's interest under this Lease, made within forty (40) days after notice to such Lender of such rejection or termination, Lessor shall enter into a new lease agreement with such Lender, or its designee or assignee, within twenty (20) days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination or rejection of this Lease, upon the same terms, covenants, conditions and agreements as contained in this Lease for the remaining term of the original Lease before giving effect to such termination or rejection. Lessor shall have no rights to terminate such new lease based upon defaults occurring prior to the execution of the new lease. Lessor hereby agrees with and for the benefit of the Lenders that the provisions of this Subsection shall survive termination, rejection or disaffirmation of the Lease, whether by default or as a result of the bankruptcy, insolvency or appointment of a receiver in bankruptcy and shall continue in full force and effect thereafter to the same extent as if this Subsection were a separate and independent instrument. It is the intent of the parties hereto that any such new lease shall have the same priority as this Lease.
- G.2.5. There shall be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Property by reason of the fact that this Lease or the leasehold estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including the Lenders) having an interest in the Lease or in the estate of Lessor and Lessee shall join in a written instrument effecting such merger and shall duly record the same.
- G.3. Lessor shall, at Lessee's or a Lender's request, provide to Lessee and such Lender (i) confirmation that such Lender is a "Lender" for purposes of this Lease, (ii) a consent and estoppels acknowledging the Lender's mortgage or other lien or encumbrance, confirming the continuing effectiveness of this Lease, identifying any modifications hereto and any breaches or defaults hereunder, and containing such other information and agreements as Lessee or such Lender may reasonable request, and (iii) such other certificates or affidavits as Lessee, such Lender or any title company selected by either Lessee or such Lender may reasonably request. Lessor shall duly execute and return same to Lessee and/or Lender within ten (10) days of Lessee's or Lender's request therefor. Should Lessor fail to timely execute and deliver the consent and estoppel, then Lessee and/or Lender may rely on the contents thereof and the consent and estoppel shall be conclusively binding upon Lessor.

### H. DEFAULTS AND REMEDIES

- H.1. Lessee's Default ("Event of Default") hereunder:
  - H.1.1. If Lessee shall fail to pay any installment of Construction and Decommissioning Rent, Operating Rent or any other payment due under this Lease, and such failure shall continue for a period of thirty (30) days following Lessor's notice of same to Lessee, provided that such notice from Lessor shall be in lieu of, and not in addition to, any notice of default required by applicable law, Lessee shall be deemed in default subject to the provisions herein; and provided further, with respect to the notice requirement, Lessor shall be obligated to give only two (2) such notices per any twelve (12) month period, with any subsequent payment default to be an Event of Default if such failure to pay shall continue for a period of thirty (30) days from the date such payment is due and lack of notice shall not be a defense of Lessee for such default;
  - H.1.2. If Lessee or any guarantor or surety of Lessee's obligations hereunder shall (i) make a general assignment for the benefit of creditors; (ii) commence any proceeding for relief, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property; (iii) become the subject of any such proceeding which is not dismissed within sixty (60) days after its filing or entry; or (iv) die or suffer a legal disability (if Lessee, guarantor or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Lessee, guarantor or surety is a corporation, partnership or other entity);



- H.1.3. If Lessee shall fail to discharge or bond over any lien placed upon the Premises in violation of this Lease within thirty (30) days after Lessee receives notice that any such lien or encumbrance is filed against the Premises;
- H.1.4. if Lessee shall fail to comply with any provision of this Lease, other than those specifically referred to hereinabove and, except as otherwise expressly provided therein, such default shall continue for more than thirty (30) days after Lessor shall have given Lessee written notice of such default, or such longer period if such default cannot be reasonably cured within such thirty (30) day period, provided that Lessee diligently commences the cure within the thirty (30) day period and diligently prosecutes such cure to completion; and
- H.1.5. if Lessee shall abandon the Facility for more than ninety (90) days or fail to remove the facility at the end of the Lease Term within 180 days. Due to the nature of the Facility, "abandonment" does not refer to lack of physical presence of personnel on the Premises.
- H.2. Upon the occurrence of an Event of Default, defined as aforesaid, then in any such case, notwithstanding any waiver or other indulgence of any prior default, Lessor may terminate this Lease by written notice to Lessee sent at any time thereafter, but before Lessee has cured or removed the cause for such termination. Subject to customary cure periods for any financing parties that may finance all or a portion of the Facilities, such termination shall take effect on the later of (i) the last day of the month in which Lessee receives the notice, or (ii) twenty-one (21) days after Lessee receives the notice, and shall be without prejudice to any remedy Lessor might otherwise have for any prior breach of covenant.
- H.3. <u>Lessor Default Election</u> Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Lessor may at any time thereafter, at its election by written notice to Lessee: (i) terminate this Lease or Lessee's right of possession, but Lessee shall remain liable as hereinafter provided; and/or (ii) pursue any remedies provided for under this Lease or at law or in equity. Upon the termination of this Lease or termination of Lessee's right of possession, it shall be lawful for Lessor, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Lessee and all persons and property therefrom.
- H.4. Reimbursement of Lessor's Expenses In the case of termination of this Lease or termination of Lessee's right of possession pursuant to 27 (but excluding termination under Section A.5)), Lessee shall reimburse Lessor for all actual expenses arising out of such termination, including, without limitation, (i) all costs actually incurred in collecting such amounts due from Lessee under this Lease (including reasonable attorneys' fees actually incurred and the costs of litigation and the like but only if Lessor is successful in its litigation), (ii) all customary and necessary expenses incurred by Lessor in attempting to remove the facility in accordance with Section A.5, and (iii) all Lessor's other expenditures necessitated by the termination. The reimbursement from Lessee shall be due and payable within thirty (30) days following written notice from Lessor that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination.
- H.5. Termination of Right of Possession Even though Lessee has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate the Lease (even though it has terminated Lessee's right of possession), and Lessor may enforce all its rights and remedies under this Lease, including the right to recover Rent as it becomes due until the earlier of: i) the experation of the Term; or ii) Lessee has met all conditions as outlined in A.6. Any such payments due Lessor shall be made on the dates that Rent would otherwise come due under this Lease, and Lessee agrees that Lessor may file suit to recover any sums falling due from time to time. Notwithstanding any such termination of possession only, Lessor may at any time thereafter elect in writing to terminate this Lease for such previous breach.
- H.6. <u>Claims in Bankruptcy</u> Nothing herein shall limit or prejudice the right of Lessor to prove and obtain in a proceeding for bankruptcy, insolvency, arrangement or reorganization, by reason of the termination, an amount equal to the maximum allowed by the statute of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount is greater to, equal to, or less than the amount of the loss or damage which Lessor has suffered.



- H.7. Lessor's Right to Cure Defaults Lessor may, but shall not be obligated to cure, at any time any default by Lessee under this Lease after the applicable notice and cure period (if any) has expired. In curing such defaults, Lessor may enter upon the Premises and take such action thereon as may be necessary to effect such cure. In the case of an emergency threatening serious and imminent injury to persons or property, Lessor may cure such default without notice. All costs and expenses incurred by Lessor in curing a default, including reasonable attorneys' fees actually incurred, together with interest thereon at a rate equal to the lesser of (a) eight percent (8%) per annum, from the day of payment by Lessor shall be paid by Lessee to Lessor on demand.
- H.8. No Waiver Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Lessor, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Lessor and Lessee. Lessee and Lessor further agree that forbearance or waiver by either party to enforce its rights pursuant to this Lease, or at law or in equity, shall not be a waiver of such party's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No payment by Lessee, or acceptance by Lessor, of a lesser amount than shall be due from Lessee to Lessor shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Lessee under the provisions hereof. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.
- H.9. <u>Late Charge</u>; <u>Default Interest</u> If any payment of Base Rent, Additional Rent or any other payment payable hereunder by Lessee to Lessor shall not be paid when due, Lessor may impose, at its election, a late fee of one hundred (\$100.00) dollars with respect to each late payment and interest on the overdue amount from the date when the same was payable until the date paid at a rate equal to the lesser of (a) eight percent (8%) per annum. Such late fee and interest shall constitute Additional Rent payable hereunder.
- H.10. Lessor Risk of Entry Should Lessor choose to exercise its rights to enter the Premises and interact with the Facility in any way under the terms of this Lease, Lessor expressly represents and warrants that it is doing so at its own risk and indemnifies and holds harmless Lessee from any harm, loss or damage that may occur as a result of such entry.

### I. DISPUTE RESOLUTION

- I.1. Notice of Dispute/Negotiated Resolution. In the event of any controversy, claim or dispute between the Parties hereto arising out of or related to this Lease, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the ten (10) Business Day period following such written notice, the Parties shall meet, confer and negotiate in good faith to resolve the dispute.
- I.2. Mediation If the parties are unable to successfully resolve any dispute under this Lease, then in that event the dispute shall be submitted to mediation. The dispute shall be mediated in the following manner: (i) The dispute shall be submitted to the American Arbitration Association for mediation and not arbitration, with each party paying its own mediation costs and attorney's fees; (ii) A representative of the American Arbitration Association shall select a mediator to mediate the dispute with each Party sharing equally the cost of mediation; (iii) The dispute shall be submitted to the American Arbitration Association for mediation within two (2) weeks of the date when the Parties themselves have been unsuccessful in resolving the dispute; (iv) As in any mediation procedure, the mediation shall not be final and binding as would be the case with an arbitration proceeding, and if the mediation is not successful, then either Party shall have all remedies and rights in accordance with the provisions of Illinois Law.

### J. NOTICE OF LEASE



J.1. Lessee agrees not to record this Lease without Lessor's consent, but, if the Lease Term is seven (7) years or longer, each party hereto agrees, on the request of the other, to execute a notice of lease in recordable form and complying with applicable law. In no event shall such document set forth the rent or other charges payable by Lessee under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. At Lessor's request, promptly upon expiration of or earlier termination of the Lease Term, Lessee shall execute and deliver to Lessor a release of any document recorded in the real property records for the location of the Premises evidencing this Lease, and Lessee hereby appoints Lessor as Lessee's attorney-in-fact, coupled with an interest, to execute any such document if Lessee fails to respond to Lessor's request to do so within fifteen (15) days. The obligations of Lessee under this Section J.1 shall survive the expiration or any earlier termination of the Lease Term.

### K. MISCELLANEOUS

K.1. Notices All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices will be made in writing except where this Lease expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery, overnight delivery, facsimile, or email (so long as a copy of such e-mail notice is provided immediately thereafter in accordance with the requirements of this Section by hand delivery, overnight delivery, or facsimile). Notice by facsimile will (where confirmation of successful transmission is received) be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it will be deemed received on the next Business Day). Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. Notice by e-mail will be deemed to have been received when such e-mail is transmitted, so long as a copy of such e-mail notice is delivered immediately thereafter by hand delivery, overnight delivery, or facsimile. When notice is permitted to be provided orally, notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A Party may change its address by providing notice of the same in accordance with the provisions of this Section. Initial addresses for notice shall be as follows:

Lessor: Trust #16851 2400 W 95<sup>th</sup> Street Evergreen Park, IL 60805

Lessee:

Community Power Group LLC 4849 Rugby Avenue, Suite 1000 Bethesda, MD 20814 202-844-6423

- K.2. Governing Law/Venue This Lease will be governed by the laws of Illinois without giving effect to principles of conflicts of laws that would require the application of the law of another jurisdiction.
- K.3. <u>Entire Agreement</u>; <u>Amendments</u> This Lease constitutes the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof or thereof. Any amendment, modification or change to this Lease will be void unless in writing and signed by both Parties.
- K.4. <u>Non-Waiver</u> No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. Any waiver must be in a writing signed by the Party making such waiver.
- K.5. Severability If any part, term, or provision of this Lease is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of any other part, term, or provision of this Lease, and shall not render this Lease unenforceable or invalid as a whole. Rather the part of this Lease that is found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable, and valid provision that is as



similar in tenor to the stricken provision, within the limits of Applicable Law or applicable court decisions, and the remainder of this Lease will remain in full force.

- K.6. No Third Party Beneficiaries Nothing in this Lease will provide any benefit to any third party or entitle any third party (other than any Lessor Indemnitee or Lessee Indemnitee) to any claim, cause of action, remedy or right of any kind.
- K.7. No Recourse to Affiliates This Lease is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, Lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing, pursuant to Section F.1 and F.2, by the Person against whom recourse is sought.
- K.8. <u>Relationships of Parties</u> This Lease shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.
- K.9. <u>Counterparts</u> This Lease may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this Lease received by either Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.
- K.10. <u>Further Assurances</u> The Parties shall do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this Lease.
- K.11. Construction of Agreement This Lease and any ambiguities or uncertainties contained herein shall be equally and fairly interpreted for the benefit of and against both Parties and shall further be construed and interpreted without reference to the identity of the Party preparing this document, it being expressly understood and agreed that the Parties participated equally in the negotiation and preparation of this Lease or have had equal opportunity to do so. Accordingly, the Parties hereby waive the legal presumption that the language of the contract should be interpreted most strongly against the Party who caused the uncertainty to exist.
- K.12. Estoppel Either Party, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party: (i) that this Lease is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of such Party there are then existing any defenses in favor of such Party against enforcement of any of the terms, covenants and conditions of this Lease and, if so, specifying the same and also whether or not to the knowledge of such Party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; (iii) such other information as may be reasonably requested by a Party hereto. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contrary to the facts contained in the certificate.
- K.13. Confidentiality Each Party (the "Receiving Party") will hold in confidence any information concerning the affairs of the other Party (the "Disclosing Party") and will not disclose, publish or make use of such information unless (A) the Disclosing Party agrees in writing to the release of such information, (B) the Receiving Party can establish that the information was generally available in the public domain at the time of such disclosure or was developed independently by the Disclosing Party, or (C) such data or information is required by Applicable Law to be disclosed; provided, however, that such disclosure will be made only to the extent required by Applicable Law and, to the extent permitted by Applicable Law, only after providing the Disclosing Party with prior written notice. Notwithstanding the foregoing, each Party agrees that the other Party may disclose such data and information to its officers, directors, employees, agents, representatives, subcontractors, Lenders, investors, potential Lenders or potential investors, on a "need to know" basis; provided, however, that such officers, directors, employees, agents, representatives and subcontractors will be advised of the confidentiality provisions hereof. Upon any termination or expiration of this Lease, the Receiving Party will promptly return to the



Disclosing Party all such data and information in the Receiving Party's possession (or in the possession of any other person or entity permitted hereby to possess such information pursuant hereto) at such time, unless otherwise directed by the Disclosing Party. The obligations of the Parties under this Section will survive for a period of two (2) years from and after the termination of this Lease.

K.14. Subordination Upon the request of Lessor, to execute and deliver all such instruments as may reasonably be requested to subordinate this Lease to any mortgages or deeds of trust securing notes or bonds executed by Lessor and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof, provided that Lessor first obtains from Lessor's Mortgagee and delivers to Lessee a written agreement that provides substantially that so long as no Event of Default has occurred and is then continuing and so long as Lessee performs its obligations under this Lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's rights hereunder. Lessor's Mortgagee may at any time subordinate its mortgage or deed of trust to this Lease, without Lessee's consent, by notice in writing to Lessee and thereupon this Lease shall be deemed prior to such mortgage or deed of trust without regard to their respective dates of execution, delivery and recording; and in that event such mortgagee or trustee shall have the same rights with respect to the Lease as though it had been executed and delivered (and notice thereof recorded) prior to the execution and delivery and recording of the mortgage or deed of trust provided Lessor obtains a subordination and non-disturbance agreement from the present mortgagee of record in a form reasonably satisfactory to Lessee.

K.15. <u>Nuisance</u> At all times during the Lease Term and such further time as Lessee occupies the Premises, Lessee agrees not to injure, overload, deface or otherwise harm the Premises; nor commit any nuisance; nor to do or suffer any waste to the Premises; nor permit the emission of any objectionable noise or odor; nor make any use of the Premises which is improper, or contrary to any Legal Requirement or which will invalidate any insurance policy covering the Premises or any portion thereof, including, without limitation, the handling, storage and disposal of any hazardous material.

K.16. Changes and Alterations Except as otherwise explicitly set forth herein, Lessee shall have no authority, without the express written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed, to alter, remodel, reconstruct, demolish, add to, improve or otherwise change the Premises, except that Lessee shall have such authority, without the consent of Lessor, to make repairs to the Premises and do such things as are appropriate to comply with the obligations imposed on Lessee under other provisions of this Lease and to make "minor alterations" as set forth below.Lessee shall not construct or permit any alterations, installations, additions or improvements including any interior or exterior signs "Alterations") to the Premises or the Building without having first submitted to Lessor plans and specifications for Lessor's approval, which approval shall not be unreasonably withheld or delayed. The restrictions in this provision shall not apply to the equipment owned and operated by Lessee nor the activities associated with the normal construction and operations of a solar facility.

K.17. Quiet Enjoyment Lessor covenants that Lessee on paying the Rent and performing Lessee's obligations under this Lease shall peacefully and quietly have, hold and enjoy the Premises throughout the Lease Term or until it is terminated as in this Lease provided without hindrance by Lessor or by anyone claiming by, through or under Lessor.



WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be duty executed, under seat, by persons rounto duly authorized, as of this 19 day of December 2017.

ESSEE:

mmunity Power Group, LLCMichael Borkowski/Managing Member

ESSOR:

Vachie Atute 40%

ust #16851/Vickie White/Trustee

Jour Conce 40%

ust #16851/Louis Dodd/Trustee

.ist #16851/Astrid Cooper/Trustee

### **EXHIBIT A**

### **Description of Premises**

LYING IN WILL COUNTY, ILLINOIS, being all or a portion of Parcel #22-22-21-400-002-0000 and #22-22-22-300-002-0000. The leased Premise is anticipated to host a solar and related energy storage as shown on the attached map and discussed in more detail below and which may change in accordance with the final design of a facility that has received all the necessary approvals for the Facility to operate and sell the electric and environmental attributes generated as will be further detailed in Exhibit B upon receipt of all approvals for the final facility design.



This Lease and the Premise includes the exclusive right for solar energy conversion, for the collection, storage and transmission of electric power, and for related and incidental purposes and activities (collectively, "Operations" or "Solar Energy System Operations"), including, without limitation:

- a. Conducting studies of solar radiation, solar energy, soils, and other meteorological and geotechnical data;
- b. Constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment ("Facility"), (ii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) substations, interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x)



maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences, and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Energy, collectively a "Solar Energy System" or "Improvements" or "Project");

- c. An exclusive right for the construction, operation, maintenance, repair, replacement, relocation within the Property and removal of a Battery Energy Storage System that will store electricity along with related equipment, fixtures, appliances, appurtenances and improvements related thereto (collectively, the "Storage Facility") on, under, over and across a portion of the Property;
- d. A non-exclusive right for the development, erection, installation, construction, improvement, interconnection, reconstruction, enlargement, removal, relocation, replacement and repowering, and the use, maintenance, repair and operation of, facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy System, including the following, at such locations as Lessee shall determine that are developed, constructed and/or operated on the Property and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment to grant access to third parties for transmission access (together with the Storage Facility, collectively, the "Transmission Facilities").
- e. Digging and excavating on the Property for the purposes of servicing, operating and maintaining the Solar Energy System. Lessee covenants and agrees to obtain any necessary permits required in connection with such wells;
- f. Removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Property intended by Lessee hereunder;
- g. A non-exclusive easement for vehicular and pedestrian access, ingress and egress to, from and over the Property, at such locations as Lessee shall determine, for purposes related to or associated with the Solar Energy System and/or the Transmission Facilities installed or to be installed on the Property, or for promotional or marketing purposes and a non-exclusive easement on adjacent property or elsewhere; which, without limiting the generality of the foregoing, shall entitle Lessee to use and improve any existing and future roads and access routes (a) from time to time located on or providing access to the Property, (b) across any other property owned by Lessor and (c) across any access routes over which Lessor has the right to travel;
- h. A non-exclusive right to extract soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis of or on the Property as Lessee deems necessary, useful or appropriate; and
- i. Undertaking any other lawful activities, whether accomplished by Lessee or a third party authorized by Lessee, that Lessee determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.



### EXHIBIT B

### Final Facility Design and Leased Premise

Detailed description of premise and installed MWs will be added once final facility engineering and all approvals have been received.



### <u>EXHIBIT C</u>

### SCHEDULE OF DEFINITIONS AND RULES OF INTERPRETATION

- 1. <u>Definitions</u>. The definitions provided below and elsewhere in this Lease will apply to the defined terms used in this Lease:
- "Affiliate" means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity.
- "Applicable Law" means, with respect to any governmental authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, governmental approval, consent or requirement of such governmental authority, enforceable at law or in equity, along with the interpretation and administration thereof by any governmental authority.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to Renewable Energy Credits, as well as: (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4) nitrous oxide, hydrofluoro carbons, perfluoro carbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by Applicable Law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with Applicable Law, and to a federal or state agency or any other Person at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future Applicable Law, and international or foreign emissions trading program. Green Tags are accumulated on MWh basis and one Green Tag represents the Environmental Attributes associated with one (1) MWh of energy.

"Person" means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, limited liability company, or any other entity of whatever nature.

- 2. Rules of Interpretation. In this Lease, unless expressly provided otherwise:
  - (a) the words "herein," "hereunder" and "hereof" refer to the provisions of this Lease and a reference to a recital, Section, subsection or paragraph of this Lease or any other agreement is a reference to a recital, Section, subsection or paragraph of this Lease or other agreement in which it is used unless otherwise stated;
  - (b) references to this Lease, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;
  - (c) a reference to a paragraph also refers to the subsection in which it is contained, and a reference to a subsection refers to the Section in which it is contained;
  - (d) a reference to this Lease, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this Lease or such other agreement, instrument or provision, as the case may be;
  - (e) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;



- (f) the singular includes the plural and vice versa;
- (g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;
- (h) words of any gender shall include the corresponding words of the other gender;
- (i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;
- (j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");
- (k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;
- (1) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day;
- (m) if the time for performing an obligation under this Lease expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;
- (n) a reference to (i) a month is a reference to a calendar month and (ii) a year is a reference to a calendar year;
- (o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;
- (p) a reference to time is a reference to the time in effect in Washington, DC on the relevant date; and if a payment prescribed under this Lease to be made by a Party on or by a given Business Day is made after 5:00 pm on such Business Day, it is taken to be made on the following Business



### DEPARTMENT OF BUILDING AND ZONING OF COOK COUNTY, ILLINOIS

Timathy P. Bleaher COMMISSIONER OF BUILDING AND ZONING OF COOK COUNTY



County Administration Building 69 W. Washington, Suite 2830 Chicago, IL 60602-3169 TEL 61319 603-0500 FAX (312) 603-9940 TDD (800) 526-0857

### http://www.cookcountyil.gov/building-and-zoning

El Complete El Bornelei El Bornelei	PERMIT INSTRUCTIONS	
☐ Construct ☐ Remodel ☐ Repair ☐ Demofish ☐ Masonry ☐ Frame ☐ Garage ☐ Shed	Before Applying —	
☐ Reroof ☐ Deck ☐ Fence ☐ Pool/Spa	Refer to the Permit Requirements Section of the Cook County	
☐ Flatwork ☐ Generator ☐ HVAC ☐ Sign	Building & Zoning Website. Submitting all the required	
☐ Cell Site ☐ Site Grading ☐ Windows ☐ Doors	documents will reduce deficiencies and facilitate faster approval.	
Other (Please Describe) 2MW solar PV facility	Complete the Application ————	
Estimated Cost of Work \$	<ul> <li>Check the boxes to the left that apply to the scope of work.</li> </ul>	
If applying to correct a violation, provide your Violation #	A Real Estate Index Number (PIN) is REQUIRED to apply	
PROPERTY INFORMATION	for a permit. You can find the PIN on a recent property tax bill or by using the Cook Viewer Application online.	
Real Estate Index No. (PIN) 32 - 15 - 402 - 002 - 0000	<ul> <li>Provide the property address and existing use (and proposed use if appRcable).</li> </ul>	
Address 900 Jodi Terrace, Chicago Helghts, IL 60411	<ul> <li>List all contractors performing work and their Cook County Contractor Registration number for the trade they are performing. If the homeowner will be performing work on</li> </ul>	
Existing Building & Uses N/A		
Proposed Building & Uses ~13 acres of solar panels; energy generation	their property they must get registered as a homeowner -	
REGISTERED CONTRACTORS	contractor with Cook County. The homeowner doing work and all contractors on the job, must provide signed letters	
All contractors or homeowners performing work must <u>Get Registered</u> with	of intent	
Cook County Building & Zoning and submit a Letter of Intent	Provide the estimated cost of work	
Contractor Name Trade CC Reg. #	All applications MUST check applicable water supply and sewage disposal boxes regardless of the scope of work.	
	— Submit the Application and Documents —	
	The completed application and required documents and	
	drawings must be scanned clearly and saved in PDF format. Attach the files in an email and send them to	
	intake.bnz@cookcountvil.gov	
	The Intake department will reply with a permit review	
	number which will be used to track status of your permit.	
	View Permit Status	
	The link to the <u>Permit Status Page</u> can be found under the Building Permit Section of the Cook County Building & Zoning	
	Wabsite. Starting one calendar day after receiving your six	
PI UMBING INFORMATION	Wabsite. Starting one calender day after receiving your six digit permit review number, check your permit status online.	
PLUMBING INFORMATION Water Street	Website. Starting one calender day after receiving your six digit permit review number, check your permit status online.	
Water Supply:   Well   Water	Website. Starting one calender day after receiving your six digit permit review number, check your permit status online.  Resolving Deficiencies	
Water Supply:     Weil   Water	Website. Starting one calender day after receiving your six digit permit review number, check your permit status online.	
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Water Supply:   Weil  Water  Stale of Illinois Health Dept. Number: N/A  Depth of Weil  N/A ft. Pump Type: N/A  Sewage Disposal:  Sewer  Septic	Website. Starting one calender day after receiving your six digit permit review number, check your permit status online.  Resolving Deficiencies  We recommend waiting until all departments have reviewed your application before submitting revisions and additional documents to the permit control department if we request revisions to a set of drawings, all revised	
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State of Illinois Health Dept. Number: N/A  Depth of Well N/A ft. Pump Type: N/A  Sewage Disposal: Sawer Septic  Sanitary District Approval Number N/A  Health Department Approval Number N/A  Number of Plumbing Fixtures N/A  ELECTRICAL INFORMATION  New Service Size Existing Service Size  No. and Amperage of all circuits  Low Voltage: Smoke Detectors Cable Telephone Data Audio  Intercom Security System Central Vacuum Other  APPLICANT INFORMATION  I certify that the statements in this application are true and correct to the best of my knowledge and belief, and, that all construction work under the proposed permit will conform to the Cook Comany Building and Zosing Ordinance, a smeaded. Further, I certify that I have received the Cook County Building and Zosing Ordinance, understand them and will shide by applicable provisions before, during and after erection, construction, sherexion, relocation or demoktion.	Website. Starting one calender day after receiving your six digit permit review number, check your permit status online.  Resolving Deficiencies  We recommend waiting until all departments have reviewed your application before submitting revisions and additional documents to the permit control department if we request revisions to a set of drawings, all revised submittals shall include the original submittal plus the corrected drawings in a single file. The volded drawings will be marked VOID* in the upper right hand comer. The process shall be the same for all Architectural, Civil and MEP drawings.  Additional documents like surveys, agency approval letters, letters of intent, descriptions of work shall be seperate pdf files from the drawings. All revised drawings and documents go to:  permitcontrol.bnz@cookcountyii.gov  Final Approval and Payment  Payment is made after the permit has been approved and involced. You can pay by credit card and the permit placard will be maked to you. You permit fee includes inspections if you are picking up a permit in person, you can pay by check or money order and receive the approved permit sameday. Cash and credit cards are NOT accepted. If applicable, approved plans will be emailed to the email address provided  The applicant has until 30 days to make payment for approved permits from the date of knyoice. The applicant shall Inform the Building Commissioner in writing if he or	
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### DEPARTMENT OF BUILDING AND ZONING OF COOK COUNTY, ILLINOIS

Timethy P. Bleuher
COMMISSIONER OF BUILDING AND ZONING
OF COOK COUNTY



County Administration Building 69 W. Washington, Suite 2830 Chicago, IL 60602-3169 TEL (312) 603-0500 FAX (312) 603-9940 TDD (800) 526-0857

### http://www.cookcountyil.gov/building-and-zoning

### **PERMIT TIPS**

Would you like to have your building permit reviewed as quickly as possible? Would you like the permit process to be stress-free?

We hope that a careful review of the following tips will help to facilitate the permit review and issuance process.

- 1. Before completing the permit application, please refer to the <u>Permit Requirements</u> page of our website for the application submittals necessary for the type of work to be done.
- 2. Present a complete permit application package (see reverse side for a basic, minimum checkoff guide). The Department of Building and Zoning now requires digital submissions for all applications and supporting documents. Applicants that have digital files 10MB or less are required to email their submittals to <a href="mailto:intake.bnz@cookcountyil.gov">intake.bnz@cookcountyil.gov</a> If your submittal is larger, we accept an electronic copy on a flash drive or CD (PDF format).

After you have received a permit application number, you can visit the link below to check the status of your permit as it gets reviewed. You can also register your email to get notification as your permit status gets updated.

https://secure.cookcountyil.gov/b z/index.php

Please wait for the Department of Building and Zoning to send you Notification asking you to address comments and deficiencies following the technical permit process.

The Notice will outline each department's concerns or questions (i.e., zoning, architectural, plumbing, electrical, contractor registration, and other).

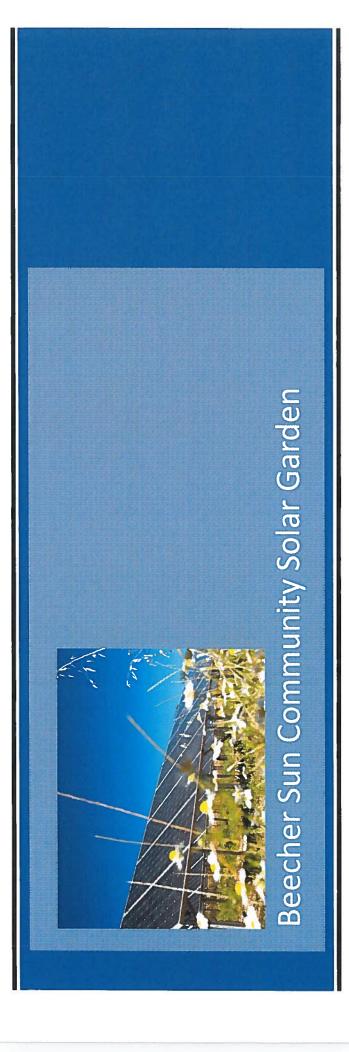
In order to best serve you and your permit process at this point, we would ask that you address the deficiencies after you get the Notice. Send in your responses to permitcontrol.bnz@cookcountyil.gov It is most expeditious for permit review, if the majority of deficiency items are submitted at one time rather than in a piecemeal fashion.

- if your application submittal did not have any deficiencies or upon satisfaction of all permit deficiencies, you permit application is approved and ready for issuance, Please be advised, that you will be sent an invoice by mail of the permit fee to be remitted. Upon receipt of payment, we will mail you the building permit.
  - Of course, after notification, you can bring the permit fee, by check only, in person, and you will immediately be issued the building permit.
- 4. Inspections are required all during the construction process. Upon issuance of your permit, you will receive the name and phone numbers of the field inspectors and the stages of construction which must be inspected.
- Two critical submissions are required during construction, a spot survey and a final grade survey; please refer to the Engineering Advisory.

Your cooperation in adhering to these procedures will help us to better serve you during the permit process. If you have any questions or need additional assistance, please do not hesitate to contact the Department of Building and Zoning. Thank you.

Timothy P. Bleuher Commissioner





## Illinois Solar Overview

- December 2016 new legislation paved the way for solar in the State of Illinois
- Requires utilities, like ComEd, to have 3.0 GW of solar in energy mix
- To prove that utilities are using this power, they purchase "credits" based on the energy generated
  - The proceeds from the sale of credits to the utilities is used to offset cost of solar, which means the energy can be sold at a discount to consumers



ILLINOIS POWER AGENCY



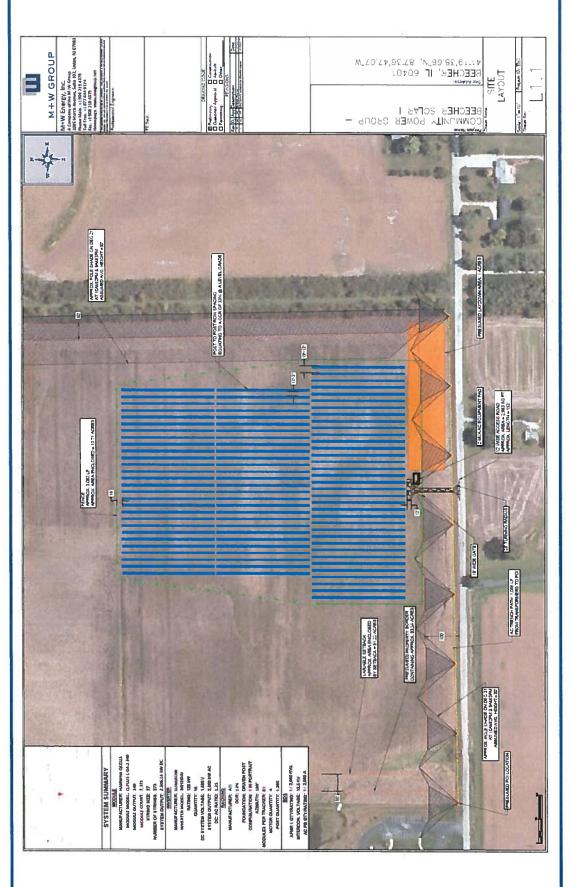
# Project Overview – Beecher Sun





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# Próject Overview – Beecher Sun



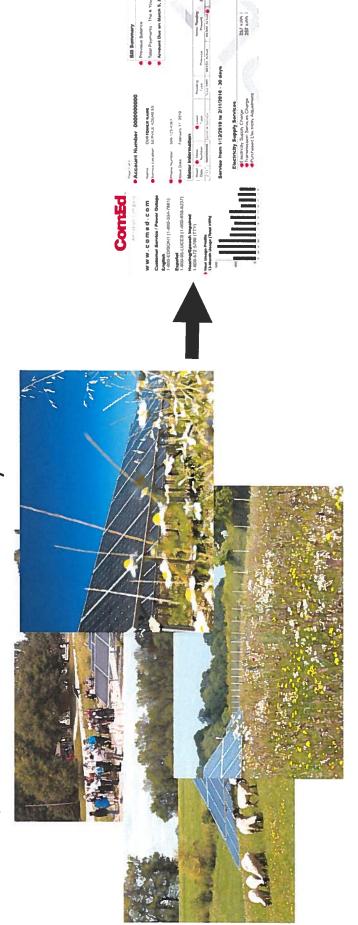


# Other Project Due Diligence Items

- ✓ Interconnection Agreement with Utility
- ✓ Endangered Species review No findings
- ✓ Natural Resource Inventory Score
- ✓ Maintenance and Emergency Plan
- ✓ Decommissioning Plan
- ✓ Landscape Plan

# Community Solar Gardens (CSGs)

- Gardens of solar panels on approximately 15 acres
- The CSG receives a "credit" for the amount of energy it puts back to the grid
- Those "credits" are sold back to the community at a discount to their value
- Credit shown as a separate line item on customers bill
- The end result is a lower electricity bill for subscribers







- Ameren creates a monetary "credit" for each kWh of solar produced by the solar panels and put on the grid (~\$0.03066 per kWh) The sun shines and the solar panels generate power that is sent to the grid
   Ameren creates a monetary "credit" for each kWh of solar produced by the
   The owner of the community solar garden instructs the utility to allocate th
- The owner of the community solar garden instructs the utility to allocate those "credits" to the utility bills of the Community Solar Garden Subscribers
  - One subscribers cannot take more than 40% of the power from a solar garden
- A subscriber may take credits up to 120% of the number of kWhs used on their bill
- (4) The Community Solar Garden Subscribers' utility bill is reduced by the value of the credits received and they pay the Community Solar Garden owner for those credits (NOTE: rate is being negotiated)



A study conducted by the Massachusetts Clean Energy

Center looked at how much sound is generated from

solar PV farms of similar size to the proposed

Community Solar Garden

Sound	Level	(dBA)

### Indoor Sound Levels

Rock Band at 5 m

Inside New York Subway Train

Food Blender at 1 m

Garbage Disposal at 1 m Vacuum Cleaner at 3 m Normal Speech at 1 m Shouting at 1 m

Quiet Conversation at 1m Dishwasher Next Room

background levels, though a faint inverter hum could be

At 100 ft, the sound from the solar farm will be less

than a dishwasher in the next room.

heard at some locations along the fence line"

boundary of the PV arrays were generally at ~45dBA or

low, electrical buzz, "sound levels along the fenced

The study found that while the inverters did generate a

Empty Theater or Library

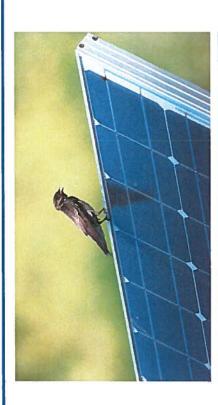
Threshold of Hearing

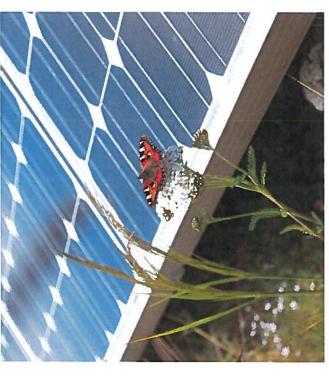
Broadcast and Recording Studios Quiet Bedroom at Night Empty Concert Hall Human Breathing Average Whisper 

### Birds

A common misconception is that all solar is dangerous to birds. However, not all solar is created equally:

- The Audubon Society has come out in support of solar PV in their article "Why Solar Power Is Good For Birds" suggesting that <u>solar PV</u>, as opposed to CSP, is beneficial for birds
- Solar PV Gardens are actually good for birds, butterflies and bees in that it creates year round habitat and food sources that are not affected by common farming chemicals
- Community solar gardens do not generate heat, reflect light or use mirrors
- Concentrated Solar Power ("CSP"), <u>commonly</u> <u>mistaken with solar PV</u> like the proposed project, uses mirrors, not solar panels, to reflect light to a central source to generate electricity which can pose danger to birds







### Glare

Glare is a question we often hear. A report commissioned by the Department of Energy provides relief to those concerned about glare:

- The report, "Solar and Glare" point out that "light absorption, rather than reflection, is central to the function of a solar PV Panel"
- Additionally, panels use dark-colored materials and are covered with antirellective coatings to both combat glare and increase light absorption (and energy production)
- The remaining "glare" would be similar or less to light reflecting off water

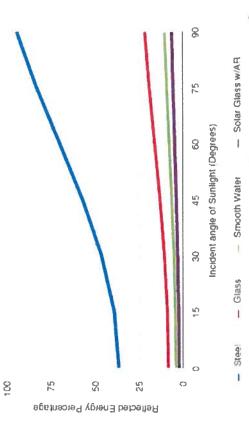


Figure 4: Analysis of typical material reflectivity with sunlight angle<sup>3</sup>

Associates looked at property value trends of properties around Reports conducted by Cohn Reznick and Edward J Batis & three solar farms:

- **Grand Ridge Solar Farm**
- 160 acres
- LaSalle County, Illinois
- Impa Frankton Solar Farm
- 13 acres
- Madison County, Indiana
- Dominion Indy Solar III
- 134 acres
- Marion County, Indiana



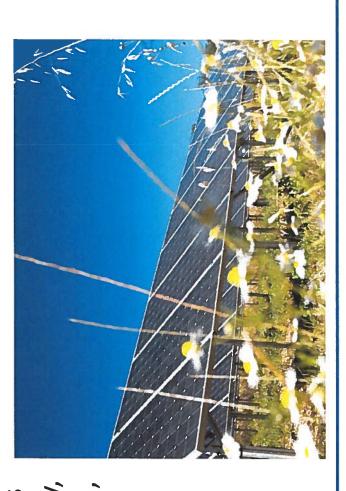
- All three solar farms were in primarily agricultural areas with single-tamily homes on adjacent properties.
- These reports suggested that there was "little to no measurable difference in value..." between the areas with solar farms and areas without.



- Taxes The solar farm will pay property taxes on the equipment placed on site. There will be no impact on the taxes of the residents
- Construction would likely start in Spring 2019
- There would be no loss of power during the "tie-in" phase.

Solar farms are never truly abandoned:

- The value of a solar farm is beyond what it would cost to deal with any problem resulting from operation of the solar farm
- interest of whoever owns the solar farm post-bankruptcy to Even if a company went bankrupt, it would be in the best continue upkeep of the solar farm
  - In any case, our lease requires there to be a financial security, provided prior to construction, to fund decommissioning and removal of a solar farm in its entirety in the case of "abandonment"





To:

Robert Barber, Village Administrator

Village of Beecher, Illinois

From:

Pete Iosue, AICP, Senior Planner

Teska Associates, Inc.

Date:

November 13, 2017

Re:

Proposal for the Creation of a Tax Increment Financing District

Please accept the following proposal for services relating to the creation of a new Tax Increment Financing (TIF) District for the Village of Beecher. The proposed district will focus on the downtown area, as well as additional parcels located primarily west of Dixie Highway (the final boundary will be determined based on eligibility). A number of targeted parcels are currently not incorporated into the Village, and will need to be annexed prior to approval of TIF district. A map of the initial project Study Area is included on the following page.

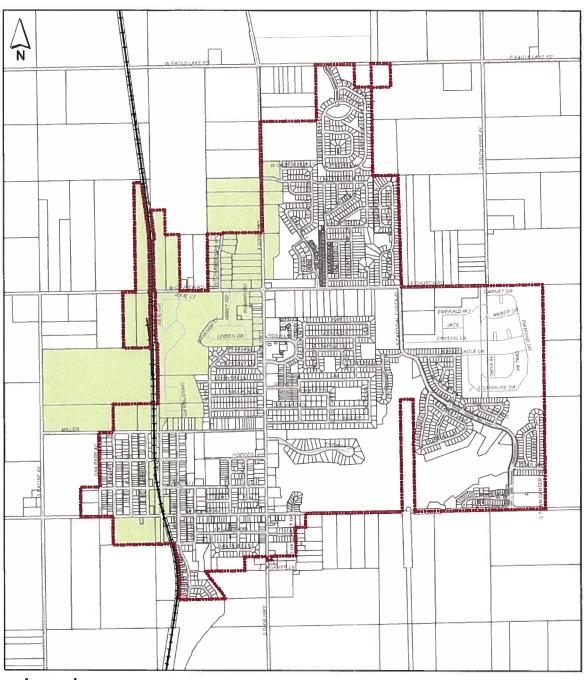
The process for establishing a TIF district is established in the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/Art. 11 Div. 74.4), and takes approximately 4-6 months to complete. Teska will initially conduct a field study of the highlighted Study Area. Teska will then prepare an eligibility report, detailing the eligibility of the proposed redevelopment area. If the proposed redevelopment area is shown to qualify under the criteria of the Act, and the Village wishes to proceed further, Teska will then prepare the required redevelopment plan and coordinate the required meetings and public notices in order to approve the TIF plan.

The following proposal outlines the anticipated steps required for the establishment of a TIF district, and the estimated cost to accomplish these tasks. Please do not hesitate to contact me should you have any questions.

Peter Iosue, AICP, Senior Planner

Teska Associates, Inc.

### **Proposed Beecher TIF Study Area**



### Legend



### **SCOPE OF SERVICES**

### PROPOSED BEECHER TAX INCREMENT FINANCING DISTRICT

### **Phase 1: Initial Project Review and Eligibility Analysis**

### 1.1 Kick-off Meeting.

TESKA will meet with Village staff to review and agree on an approach for the project. Discussions will likely include the Study Area boundary, an overview of potential development opportunities within the Study Area, known obstacles to development, and proposed project approach and schedule.

### Deliverables:

TESKA will attend one kick-off meeting with Village staff.

### 1.2 Eligibility Field Inventory.

TESKA will conduct an eligibility field survey of all parcels within the Study Area. The field survey will document the existing land uses, site conditions, above ground public infrastructure conditions, and the characteristics of any existing buildings in accordance with the eligibility criteria contained in the Act. A selective photographic inventory of the properties covered in the field survey of the Study Area will be prepared. In order to save on time and expense to the Village, the field survey will likely be conducted on the same day as the kick-off meeting outlined in phase 1.1, if possible.

### Deliverables:

TESKA will conduct a field survey of all properties within the Study Area and surrounding areas.

### 1.3 Background Data Collection and Analysis.

TESKA will work with the appropriate Village Staff and Will County departments to obtain supplemental information from official records related to the eligibility of the Study Area. Supplemental information includes base maps with tax identifiers, age of structures, presence of illegal uses, documented code violations, occupancy and vacancy status of structures, infrastructure deficiencies, equalized assessed values and tax delinquencies. The information obtained through the eligibility field survey and through the review of pertinent documents will be tabulated and analyzed to ensure that the Study Area is eligible as a Redevelopment Project Area in accordance with the Act.

### Deliverables:

TESKA will review/analyze field data and supporting documentation.

### 1.4 Eligibility Findings Report.

A draft Eligibility Findings Report will be prepared for the Study Area which will outline the eligibility status of the Study Area as a whole. The report will include maps to show the proposed TIF boundary and will highlight all relevant eligibility criteria.

### Deliverables:

TESKA will prepare draft Eligibility Report.

### 1.5 Eligibility Review Meeting.

TESKA will meet with the Village, either at a Village Board meeting or at a more informal staff level meeting, to review the draft Eligibility Findings Report, and to discuss moving forward with the Redevelopment Plan to create a new TIF district incorporating parcels highlighted in the Eligibility Findings Report.

After reviewing the conclusions of the draft Eligibility Findings Report, the Village may determine whether or not to proceed with Phase 2 – Preparation of Redevelopment Plan.

### Deliverables:

TESKA will attend one meeting with Village staff to review the Eligibility Report.

### **Phase 2: Preparation of Redevelopment Plan**

### 2.1 Plan Preparation.

TESKA will prepare a Redevelopment Plan for the Study Area that will include all required elements as outlined in the Tax Increment Allocation Redevelopment Act (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended. Highlights of the amended Redevelopment Plan elements include:

- Redevelopment Project Area boundary description, and corresponding maps;
- Redevelopment Plan and Program Goals & Objectives;
- Project Area existing and future land use plans, infrastructure, and public improvements; and
- Project Budget based on projected incremental revenue from the Redevelopment Project Area.

### Deliverables:

TESKA will prepare draft Redevelopment Plan.

### 2.2 Identification of Public Notice of Meetings.

TESKA will work with Village staff (and Will County) to identify the property owners of record and subsequent public notice list for all properties located within the TIF Redevelopment Project Area and all properties within 750 feet of the TIF Redevelopment Project Area as required per the Act. TESKA will prepare all required notices. The Village will execute all required mailed and published public notification of the Joint Review Board, public hearing, and other required notices as described in state statutes, and will keep complete records of these notices.

### Deliverables:

TESKA will research and prepare required public notice list(s).

### 2.3 Report Submittal and Meeting with Staff.

A draft TIF Redevelopment Plan will be prepared and submitted for review by the Village. TESKA will attend one meeting to discuss the draft TIF Redevelopment Plan with Village staff and any recommended changes to the draft plan.

### Deliverables:

TESKA will submit draft Redevelopment Plan and attend one meeting with Village staff.

### 2.4 Revisions and Preparation of Final Plan.

TESKA will make one set of revisions to the draft Redevelopment Plan resulting from phase 2.3 (if necessary) and create a Final Draft. TESKA will submit a Final Draft of the Redevelopment Plan to the Village to be used for during the TIF adoption process.

### Deliverables:

TESKA will prepare Final Draft of the Redevelopment Plan.

### **Phase 3: Adoption**

### 3.1 Confer with Village Attorney.

TESKA will confer with the Village Attorney and create a schedule/timeline for the adoption of the proposed TIF district.

### Deliverables:

TESKA will coordinate schedule/timeline for approval of the TIF.

### 3.2 Joint Review Board Meeting.

The Village of Beecher will convene a Joint Review Board (JRB) as required by TIF statute for the project area. (In advance of this task, TESKA will have prepared and will provide to the Village a contact list of the affected taxing districts within the Study Area). TESKA will attend one meeting of the JRB to present the findings of the Eligibility Study and the Redevelopment Plan to the affected taxing districts.

### Deliverables:

TESKA will prepare presentation and attend meeting of the Joint Review Board.

### 3.3 Public Hearing.

The Village of Beecher will provide public notice of the required public hearing. (In advance of this task, TESKA will have prepared and will provide to the Village a taxpayer of record list for each Property Identification Number (PIN) within the Study Area). TESKA will participate in one formal public hearing as required by Illinois Revised Statutes to discuss the proposed amendment to the TIF, summarize the discussion from the Joint Review Board meeting, and respond to questions.

### Deliverables:

TESKA will prepare presentation and attend public hearing to present the proposed TIF.

### 3.4 Revisions.

TESKA will perform revisions to the Redevelopment Plan as needed based on feedback from the public hearing and public comment and Village Board (and staff) recommendations. TESKA will submit to the Village a Final approved Redevelopment Plan and associated Eligibility Study in print as well as electronic format.

### Deliverables:

TESKA will prepare final approved Redevelopment Plan suitable for filing with Will County.

### 3.5 Filing of Required Documents.

TESKA will assist the Village in submitting all required forms and data to the Will County Clerk/Recorder and the Illinois Department of Commerce and Economic Opportunity.

### Deliverables:

TESKA will assist with filing of TIF documents.

### **COST ESTIMATE**

### PROPOSED VILLAGE OF BEECHER TAX INCREMENT FINANCING DISTRICT

The total estimated cost for preparation of the proposed Beecher TIF district is \$18,000 - \$20,000, depending on the number of meetings required. This cost represents a 20% discount from the typical \$25,000 cost for preparation and adoption of a TIF plan. The low end of the range is more likely, but a range is presented in case it is necessary to attend multiple Joint Review Board or Village Board meetings in order to facilitate approval of the plan. (All costs associated with preparation of the TIF plan are TIF eligible expenses and can be reimbursed by the TIF).

Additional expenses will be incurred by the Village for mailing and publishing of notices and for creation of a legal description (the Village Engineer can likely provide the legal description).

### Notes:

- \* Additional meetings and/or services not outlined in this Scope of Services will be billed at an hourly rate of \$120/hr.
- \*\* The Village is responsible for postage/publishing expenses for required notices.
- \*\*\* The Village is responsible for providing a legal description of the final Redevelopment Area.

### VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS

<b>ORDIN</b>	ANCE	NO.	

AN ORDINANCE AMENDING BUILDING REGULATIONS CODE PROVISIONS OF THE VILLAGE OF BEECHER, AND REPEALING ALL VILLAGE CODE SECTIONS AND ORDINANCES, OR PARTS THEREOF, IN CONFLICT THEREWITH.

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, have been advised that most national building regulations have been updated; and

WHEREAS, the Corporate Authorities of this Village of Beecher, Will County, Illinois, have reviewed current national building regulations and the current Village Code as it relates to building requirements; and

WHEREAS, the Corporate Authorities of the Village of Beecher, Will County, Illinois, now concur that is advisable, necessary, and in the best interests of the residents of the Village of Beecher that Village Code Building Regulations be amended to update and adopt the current building regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BEECHER, WILL COUNTY, ILLINOIS, AS FOLLOWS:

**SECTION ONE:** That Section 4-1-1, entitled "BUILDING CODES ADOPTED" of Chapter 1, entitled "BUILDING CODE", of Title 4, entitled "BUILDING REGULATIONS", of the Village Code of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

### "4-1-1: BUILDING CODES ADOPTED:

Each and all of the regulations, provisions, penalties, conditions and terms of the following codes are hereby adopted for the Village of Beecher and made a part hereof, as if fully set forth herein, with the amendments provided below each code:

### (A) **2015 International Building Code**, with the following amendment:

- 1. Section 101.1 delete "[NAME OF JURISDITION]" and replace with "Village of Beecher".
- 2. Section 101.1.4.3 delete "International Plumbing Code" and replace with "Illinois Plumbing Code (77 Illinois Administrative Code 890) published by the Illinois Department of Health, as amended from time to time".
- 3. Section 102.2 add "The Village of Beecher Zoning Ordinance shall prevail over any conflicts in this code pertaining to zoning regulations, signs, performance standards, accessory uses, and other matters."
- 4. Section 110 add "There will be a 24 hour grace period between the passing the final inspection and the issuance of the certificate of occupancy. The contractor shall schedule the final inspection with a minimum 24 hour notice."
- 5. Section 113.1- delete entire section and replace with "The Planning and

Zoning Commission of the Village of Beecher shall hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this code."

- 6. Section 113. 3 delete entire section.
- 7. Section 301.2 add "The Village of Beecher Zoning Ordinance shall prevail over any conflicts in this code pertaining to zoning regulations, signs, performance standards, accessory uses, and other matters."
- 8. Section 406.3.4.1 delete entire section and replace with "Private garages, located beneath rooms in residential buildings shall have walls, partitions, floors, ceilings, and structural steel members separating the garage space from the adjacent interior spaces constructed to a minimum one-hour fire resistance rating. All bearing and non-bearing walls under the garage shall have a one-hour fire rating. The sills of all door openings between the garage and adjacent interior spaces shall be raised not less than four (4) inches above the garage floor."
- 9. Section 903.2.8 amend Group R to provide "An automatic sprinkler system shall be provided through all building with a Group R fire area except Group R-3 occupancies constructed in accordance with 2015 International Residential Code."
- 10. Chapter 11 delete entire chapter and replace with "The Illinois Accessibility Code, as amended from time to time."
- 11. Section 1805.1.1 add "All footings and walls to be poured in place concrete. Alternative methods may be approved by the Building Official."
- 12. Section 1805.4.2 add to the end of the section "All foundation drains shall incorporate the use of a minimum four inch (4") perforated tile."
- 13. Section 2111.14 add new section "Factory Manufactured fireplaces: Hearth extensions for approved factory manufactured fireplaces shall extend not less than sixteen inches in front and at least eight inches beyond each side of the fireplace opening."
- 14. Chapter 26 and 27 add new section "All components, such as boxes, conduit, wire ways, luminaries, ductwork, equipment, ceiling grid or other items, shall not be supported from the roof deck or the bottom cord of the bar joist, unless the licensed design professional of record specifically designed the structure to support he load of the additional components and it is specifically noted on the applicable building plan sheets."

### (B) 2015 International Residential Code, with the following amendments:

- 1. Section R101.1 delete "[NAME OF JURISDITION]" and replace with "Village of Beecher".
- 2. Section R105.2 delete entire section.
- 3. Table R301.2(1) The following information shall be inserted into the table:
  - i. Ground Snow Load 25
  - ii. Wind Speed 115
  - iii. Seismic Design Category B
  - iv. Weathering severe
  - v. Frost Depth 42"

- vi. Termite moderate to heavy
- vii. Decay slight to moderate
- viii. Winter Design Temp -10
  - ix. Ice shield-underlayment required
  - x. Air freezing index 1700
- xi. Mean Annual Temp 50
- 4. Section R309 add "Garage Gas Curbs-A four (4) inch minimum height gas curb shall be provided at each wall common with the attached garage and residence. A foundation wall may be utilized as a gas curb only if four (4) inches of foundation exposed above the garage floor slab at each common wall."
- 5. R309.5 delete entire section.
- 6. R313 delete entire section.
- 7. Section R401.1 delete entire section and replace with "The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2(1) shall meet the provisions of Section R322. All columns supported by concrete to be structural steel or approved material by the building official."
- 8. Section E3602.2 add to the end of section "Every single-family unit exceeding twelve hundred (1,200) square feet erected subsequent to the date of the adoption of this code shall utilize a minimum two hundred-ampere service. Every single-family unit exceeding four thousand (4,000) square feet erected subsequent to the date of the adoption of this code shall utilize a minimum four hundred-ampere service. If two (2) separate 200 ampere panels are utilized to form a 400 ampere service, a separate sized grounding electrode conductor is required from each panel to the street side of the incoming metal water service. A jumper conductor between each panel forming a single grounding electrode conductor is prohibited. The downsizing of the service entrance neutral conductor is prohibited."

### (C) **2015 International Mechanical Code**, with the following amendments:

- 1. Section 101.1 delete "[NAME OF JURISDITION]" and replace with "Village of Beecher".
- 2. Section 106.5.2 delete entire section and replace with "See Village of Beecher Fee schedule."
- 3. Section 108.4 delete entire section.
- 4. Section 603.5 delete provisions referencing Fibrous Duct Construction.
- 5. Section 603.5.1 delete entire section.
- 6. Section 603.6.1.1 delete entire section and replace with "Flexible air ducts shall be limited to six feet (6') in length."
- 7. Section 603.6.2.1 delete entire section and replace with "Flexible air connectors shall be limited in length to six feet (6')."

- (D) 2015 International Fire Code, with the following amendment:
  - 1. Section 101.1 delete "[NAME OF JURISDITION]" and replace with "Village of Beecher".
- (E) 2015 Life Safety Code, with the following amendment:
  - 1. Section 24.3.5 delete entire section. (which is a reference to new one- and two-family dwellings shall be protected throughout by an approved automatic sprinkler system)
- (F) The Illinois Accessibility Code, as amended.
- (G) 2015 International Fuel Gas Code, with the following amendments:
  - 1. Section 101.1 delete "[NAME OF JURISDITION]" and replace with "Village of Beecher".
  - 2. Section 106.6 delete entire section and replace with "See Village of Beecher Fee schedule."
  - 3. Section 108.4 delete entire section.
- (H) **2015 International Energy Conservation Code** as adopted with the State of Illinois amendments, with the following amendment:
  - 1. Section 101.1 delete "[NAME OF JURISDITION]" and replace with "Village of Beecher".

Notwithstanding anything contained in the codes adopted in this Chapter 4, the Village of Beecher is the jurisdictional authority for all such adopted codes. A copy of all such codes adopted herein shall be on file with the Village Clerk."

**SECTION TWO:** That Section 4-2-1, entitled "ADOPTION OF PLUMBING CODE" of Chapter 2, entitled "PLUMBING CODE", of Title 4, entitled "BUILDING REGULATIONS", of the Village Code of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

### "4-2-1: ADOPTION OF PLUMBING CODE:

"The Illinois Plumbing Code, as amended from time to time by the State of Illinois is adopted as the plumbing code of the Village of Beecher with a copy of the same being on file with the Village Clerk. Each and all of the regulations, provisions, penalties, conditions and terms of said plumbing code are hereby adopted and made a part hereof, as if fully set forth herein."

**SECTION THREE:** That Section 4-3-1, entitled "ADOPTION OF ELECTRICAL CODE" of Chapter 2, entitled "ELECTRICAL CODE", of Title 4, entitled "BUILDING REGULATIONS", of the Village Code of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

### **"4-3-1: ADOPTION OF ELECTRICAL CODE:**

"The 2014 National Electrical Code (NEC) and 2015 ICC Electric Code are hereby adopted as electrical code of the Village of Beecher with a copy of the same being on file with the Village Clerk. Each and all of the regulations, provisions, penalties, conditions and terms of said

electrical codes are hereby adopted and made a part hereof, as if fully set forth herein, with the additions, insertions, deletions and changes for the 2015 National Electrical Code prescribed in section 4-3-2 of this chapter."

**SECTION FOUR:** That Section 4-3-2, entitled "STANDARD WIRING" of Chapter 3, entitled "ELECTRICAL CODE", of Title 4, entitled "BUILDING REGULATIONS", of the Village Code of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

### **"4-3-2: ADDITIONS, INSERTIONS AND CHANGES**

The following sections of the 2014 National Electrical Code are hereby amended:

- (A) Any reference in this code to the "Authority Having Jurisdiction (AHJ)" shall mean the Village of Beecher.
- (B) Section 210.8(A)(5) Add to this section the following: "Ground fault Circuit Interrupter Protection will not be required for ejector pumps, sump pumps and furnaces."
- (C) Section 210.8(A)(6) Add to this section the following: "Ground fault Circuit Interrupter Protection will not be required for refrigerators. Refrigerators must be on separate circuit."
- (D)Section 310.106(B) delete entire section and replace with:
  All Conductors in this article shall be of copper only. Aluminum conductors are prohibited.
- (E) Section 406.12(A) delete entire subsection
- (F) Notwithstanding anything contained in this code to the contrary, all new electric services in the village shall be underground, where available, unless otherwise approved by the village.
- (G)Notwithstanding anything contained in this code to the contrary, an approved nonferrous metal tag shall be attached to the ground electrode clamp giving warning against its removal.
- (H)Notwithstanding anything contained in this code to the contrary, Nonmetallic-sheathedcable (Romex) shall not be permitted in the Village."

**SECTION FIVE:** That Section 4-4-1, entitled "ADOPTION OF PROPERTY MAINTENANCE CODE" of Chapter 4, entitled "PROPERTY MAINTENANCE CODE", of Title 4, entitled "BUILDING REGULATIONS", of the Village Code of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

### 4-4-1: ADOPTION OF PROPERTY MAINTENANCE CODE:

"The 2015 International Property Code is hereby adopted as maintenance code of the Village of Beecher with a copy of the same being on file with the Village Clerk. Each and all of the regulations, provisions, penalties, conditions and terms of said international property maintenance code are hereby adopted and made a part hereof, as if fully set forth herein, with the additions, insertions, deletions and changes, if any, prescribed in section 4-4-2 of this chapter."

**SECTION SIX:** That Section 4-4-2, entitled "ADDITIONS, INSERTIONS AND CHANGES" of Chapter 4, entitled "PROPERTY MAINTENANCE CODE", of Title 4, entitled

"BUILDING REGULATIONS", of the Village Code of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

### 4-4-2: ADDITIONS, INSERTIONS AND CHANGES

"The following sections of the 2015 International Property Maintenance Code are hereby amended:

- (A) Section 101.1 delete "[NAME OF JURISDITION]" and replace with "Village of Beecher"."
- (B) Section 111.1 delete "board of appeals" and replace with "The Planning and Zoning Commission of the Village of Beecher".
- (C) Section 112.4 delete section and replace with "Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$250.00 and not more than \$750.00 per violation."
- (D) Section 302.10 is added to read as follows:

"Section 302.10 Landscaping.

- 1. Duty to Prune. Trees, bushes and other shrubbery on private property adjacent to a street right-of-way shall be pruned in such a manner that it will not obstruct or shade the streetlights, obstruct the passage of pedestrians or vehicles on the street, obstruct ability to see traffic signs, obstruct the view of any intersection or create a public safety hazard.
- 2. Turf Maintenance. Areas where grass has been established shall be maintained without bare areas or soil or ruts caused by pedestrian or vehicle use."
- (E) Section 302.11 is added to read as follows:

"Section 302.11. Trees on Commercial Properties. Trees on commercial properties are the responsibility of the property owner and shall be maintained in a healthy condition. Trees on commercial properties are subject to all zoning regulations and any applicable development agreements with the Village of Beecher."

- (F) Section 302.4 Insert "8"
- (G) Section 304.14, 602.3, and 602.4 Insert dates "May 1" to "October1."
- (H) Chapter 5 Delete the "International Plumbing Code" and insert the "Illinois Plumbing Code"."

**SECTION SEVEN:** That Section 4-5-3, entitled "PUBLIC SWIMMING POOL CONTROL" of Chapter 3, entitled "SWIMMING POOLS", of Title 4, entitled "BUILDING REGULATIONS", of the Village Code of the Village of Beecher, be, and the same is hereby amended to read and provide as follows, namely:

### "4-5-3: ADOPTION OF SWIMMING POOL AND SPA CODE

The 2015 International Swimming Pool and Spa Code is hereby adopted the Village of Beecher with a copy of the same being on file with the Village Clerk. Every swimming pool hereinafter constructed, installed, altered, maintained, removed or demolished in the village shall comply with the provisions of this chapter. The International Swimming Pool and Spa Code is amended as following: Section 101.1 - delete "[NAME OF JURISDITION]" and replace with "Village of

Beecher"."

**SECTION EIGHT:** The following sections of the Village Code of the Village of Beecher, be, and the same are hereby deleted in their entirety as follows:

- 4-1-3 entitled "FRAMING REQUIREMENTS"
- 4-1-9 entitled "FRAMING IN INDUSTRIAL ZONED AREAS AND PARCELS HAVING A SPECIAL USE PERMIT FOR PUBLIC UTILITES"
- 4-1-12 entitled "ADDITIONS, INSERTIONS AND CHANGES"
- 4-1-13 entitled "ADDITIONAL BUILDING REQUIREMENTS FOR DETACHED STRUCTURES OVER ONE HUNDRED FORTY FOUR SQUARE FEET"
- 4-3-3 entitled "ELECTRICAL SERVICE"

**SECTION NINE:** That all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

**SECTION TEN:** If any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

**SECTION ELEVEN:** That this Ordinance shall be in effect as of July 1, 2018, after its passage by the Village Board, its approval by the President, its publication as required by law, and its submission to the Illinois Capital Development Board as required by law.

**PASSED** and **APPROVED** this day of May, 2018.

Yeas:

Nays:

Abstain:

Present:

Greg Szymanski, Village President

ATTEST:

Janett Conner, Village Clerk