



Posted: 6/20/2018

**REGULAR CITY COUNCIL MEETING**  
**June 25, 2018, 7:00 P.M.**  
**Marengo City Hall, 132 East Prairie Street**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Participation** - Interested parties are invited to speak for two minutes. Any person wishing to address the City Council must approach the podium, be recognized by the Mayor, and provide their name for the record. Anyone wishing to speak may be asked but not required to provide their address.
- 5. Approval of Minutes** – June 11, 2018 Regular Meeting Minutes
- 6. Approval of the List of Bills**
- 7. New Business**
  - a. Update on wastewater treatment plant capital improvement plan
  - b. Public hearing proposed annexation agreement relating to approximately 114.72 acres of property west of Johnson Road and south of Route 20 – Marengo Solar I (Johnson & Feddema Property)
  - c. Public hearing on proposed annexation agreement relating to approximately 120.8 acres of property east of Johnson Road and south of Route 20 – Marengo Solar II (Nelligan Investments LLC Property)
  - d. Motion to approve an ordinance authorizing the execution of an annexation agreement between the City of Marengo and Marengo Solar LLC for approximately 114.72 acres of property west of Johnson Road and South of Route 20 – Marengo Solar I (Johnson & Feddema Property)
  - e. Motion to approve an ordinance authorizing the execution of an annexation agreement between the City of Marengo and Marengo Solar LLC for approximately 120.8 acres of property east of Johnson Road and south of Route 20 – Marengo Solar II (Nelligan Investments LLC Property)
  - f. Motion to approve an ordinance amending the Marengo Zoning Ordinance to add a ground mounted solar energy system (Solar Farm) as a special use in the ER - Estate Residential zoning district
  - g. Motion to approve an ordinance establishing the prevailing wage rates for the City of Marengo
  - h. Motion to approve an ordinance amending Chapter 6, Streets, Sidewalks and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation of and Application for Small Wireless Facilities in the City of Marengo
- 8. Mayor's Statements and Reports**
- 9. Department Head and Staff Reports**
- 10. Reports and Statements from City Council**
- 11. Executive Session**
  - a. Discussion of pending or imminent litigation pursuant to 5 ILCS 120/2(c)(11)
- 12. Adjournment**

**MARENGO CITY COUNCIL  
Regular Meeting Minutes  
City Council Chambers  
132 E. Prairie Street  
Marengo, IL 60152  
June 11, 2018**

**CALL TO ORDER**

Mayor John Koziol called the meeting to order at 7:00 PM.

**PLEDGE OF ALLEGIANCE**

Mayor Koziol led everyone in the Pledge of Allegiance.

**ROLL CALL**

Present this evening are Mayor John Koziol; Aldermen Matt Keenum, Mike Miller, Nicole DeBoer, Dennis Hammortree, Todd Hall and Steve Mortensen. Also present are City Administrator Joshua Blakemore, Chief of Police Richard Solarz, Public Works Director Howard Moser, and Acting City Attorney David McArdle.

**SPECIAL RECOGNITION – UniCarriers Americas Corporation – Adoption of Prospect Street**

Mayor Koziol acknowledged UniCarriers representative, Stephanie Grabowski, and showed the sign that will be displayed at both ends of Prospect Street. UniCarriers is adopting Prospect Street as a community project.

**PUBLIC PARTICIPATION**

A resident spoke regarding the proposed purchase that is on the agenda this evening, of a truck for the street department. Another resident questioned who is paying for the water line that will be down Ritz Road. Attorney McArdle advised that 300 West/Arnold Engineering will be paying to have the line installed, explaining that this has been the understanding from the beginning. This resident then spoke about a proposed solar farm outside the city limits, and was advised that the decision on approving it would be handled by the County.

**APPROVAL OF MINUTES – May 29, 2018 Regular Meeting Minutes**

Alderman Nicole DeBoer made a motion, seconded by Alderman Matt Keenum, to approve the minutes from the meeting. The aldermen voted as follows:

Ayes: Keenum, Mortensen, DeBoer, Miller, Hall and Hammortree

Nays: 0

Absent: Smith and Martin

The motion passed.

**APPROVAL OF LIST OF BILLS**

Alderman DeBoer questioned 2 bills from the list: Page 1 – McHenry County Council of Governments annual dues, and Page 12 – Newman Traffic Signs. She was advised that the dues are in line with previous year's dues, and the cost for the traffic signs is for 2.

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve the list of bills. The aldermen voted as follows:

Ayes: Hall, Hammortree, Mortensen, DeBoer, Miller and Keenum  
Nays: 0  
Absent: Martin and Smith  
The motion passed.

**NEW BUSINESS**

*a. Motion to consent to Mayor's Appointments to Planning & Zoning Commission*

Mayor Koziol advised that Peter Hunt did not renew his term on the PZC, which ended the end of April. He interviewed several individuals, and is recommending appointing Michael DeSerto to fill the term, which would expire April 30, 2023.

Alderman Nicole DeBoer made a motion, seconded by Alderman Steve Mortensen, to approve the appointment of Michael DeSerto to the Planning & Zoning Commission. The aldermen voted as follows:

Ayes: Hammortree, Hall, DeBoer, Mortensen, Miller and Keenum  
Nays: 0  
Absent: Martin and Smith  
The motion passed.

*b. Motion to Approve an Ordinance Declaring Certain City Owned Property as Surplus*

There was discussion by the Council regarding the disposal of the two centrifuges. Centrisys, the company that has the units, has offered to waive the invoices (one for \$4,400 for examining the units, one for \$9,000 for storage and one for \$6,000 for labor) if the City releases the 2 units to them. Attorney McArdle recommended getting a release signed by Centrisys, relative to all the invoices mentioned. Strand Associates recommendation was that spending money for repairs to the 13 year old unit, would not be the best use of the City's money.

Alderman Nicole DeBoer made a motion, seconded by Alderman Matt Keenum, to approve an ordinance declaring certain city owned property as surplus, with disposition of the centrifuges being subject to the approval, by the City Attorney, of the documentation. The aldermen voted as follows:

Ayes: Hammortree, Keenum, Miller, Hall, Mortensen and DeBoer  
Nays: 0  
Absent: Martin and Smith  
The motion passed.

*PLEASE NOTE: Following the meeting, Alderman Hammortree indicated that his vote on this issue should have been a NO vote.*

*c. Motion to Approve an Ordinance Amending Chapter 25, Water & Wastewater Department, regarding water and sewer rates*

Following the May 14<sup>th</sup> Council meeting, an ordinance is being provided that establishes an annual CPI adjustment to the water/sewer rates. The increase will be effective on meters read after June 1 and due in August. The ordinance amends the current rates by 1.7% - with subsequent years adjusted by the previous year's CPI, with an increase of not less than 1% and not more than 3%.

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to approve an ordinance amending Chapter 25, Water & Wastewater Department, regarding water and sewer rates. The aldermen voted as follows:

Ayes: DeBoer, Mortensen, Keenum Hall and Mayor Koziol  
Nays: Miller and Hammortree  
Absent: Smith and Martin  
The motion passed.

Prior to his voting on this issue, Mayor Koziol stated: "This wasn't an easy thing to discuss. When they first approached me and said we have to do this, I said – Well, you don't want me in office any more do you. I fought tooth and nail about this. We talked about it last year. But when you really sit down and look at the numbers and what it's going to do, there is a light at the end of the tunnel right now. It's not the exit. It's a freight train, and we have to start doing something. We have to start making adjustments for costs that go up every single year. The employment costs go up, insurance costs go up. Everything goes up. We have to start making adjustments, and we have to start planning now. This \$14.00 is not going to actually solve all our problems, but it will solve the problems as time goes on. I vote yes."

A resident addressed the Council on her water bill. There is concern that she is being billed double (once for a residence and once for a business) charges on her property. It was recommended that she bring her bills to City hall and review them with the billing clerk.

*d. Motion to Approve an Agreement with the International Brotherhood of Teamsters Local 700*  
An agreement has been reached between the Teamsters Local 700 and the City. A copy of the particulars of the agreement was reviewed by the Council. The agreement is for 3 years.

Alderman Steve Mortensen made a motion, seconded by Alderman Nicole DeBoer, to approve an agreement with the International Brotherhood of Teamsters Local 700. The aldermen voted as follows:

Ayes: DeBoer, Miller, Mortensen, Keenum, Hammortree and Hall  
Nays: 0  
Absent: Smith and Martin  
The motion passed.

*e. Motion to Accept a Proposal from Bonnell Industries for the Purchase of a Ford F550 in an amount not to exceed \$81,838, as per the FY 2018/2019 Budget*

Public Works Director Moser is requesting to replace truck #4 (2001 Ford F550) with a new unit. Once the new truck is received, the City will sell truck #4 with any funds received to offset the purchase price.

Alderman Matt Keenum made a motion, seconded by Alderman Nicole DeBoer, to accept a proposal from Bonnell Industries for the purchase of a Ford F550 in an amount not to exceed \$81,838, as per the FY 2018/2019 Budget. The aldermen voted as follows:

Ayes: DeBoer, Keenum, Mortensen, Hall and Mayor Koziol  
Nays: Hammortree, Miller  
Absent: Smith and Martin  
The motion passed.

#### **MAYOR'S STATEMENT AND REPORT**

Mayor Koziol noted that the proposed EDC Lobbyist (currently serving Woodstock and McHenry County Council of Governments) should be attending the first meeting in July to answer any questions from the Council. The list of candidates to fill the position of EDC Consultant is down to two. He also noted that Strand Associates would be in attendance on the 25<sup>th</sup> of June to update the Council on the Wastewater Treatment Plant.

**DEPARTMENT HEAD AND STAFF REPORTS**

*Public Works Director Howard Moser* was glad to report that Well 6 is in good shape and is up and running. Met with Schroeder regarding the milling of Eisenhower and Keppler Streets and that work should begin the end of this week, if weather permits. He received a response from Ovivo regarding the Sonalyzer testing, and that showed some improvement in the performance of the device.

*Chief of Police Rich Solarz* reported that last Thursday and Friday, the police department all went to the range and qualified on pistols and rifles. There was an incident on Beggs Lane, and the City was assisted by the Sheriff's Department in handling the problem. The painting of the police department is going well.

*City Administrator Joshua Blakemore* reported that the State of Illinois has passed a budget for this coming year. As the State has caught up with sales tax payments to the City, it is projected that we should receive 12 payments, as opposed to the 14 last year. Those payments will be reduced by 5%, probably. The toll-way project is currently at 60% regarding the review plan, and a request regarding two of the roundabouts, per information received from HR Green. IDOT approval is still pending regarding the Dunkin Donuts project, as well as the water main project. The Public Hearing on the solar farm project, regarding the zoning text amendment and annexation, will be on the 25<sup>th</sup> of June.

*Acting City Attorney David McArdle* had no report.

**REPORTS AND STATEMENTS FROM CITY COUNCIL**

Alderman Keenum mentioned he had been thinking of ways for the City to raise additional funds, and he posed the suggestion of possibly implementing a fee (similar to the tipping fees that are in place for gravel pits) on the proposed solar farm. There was concern expressed by some of the Council members that it was "pretty late in the game" to be asking for this.

A resident addressed the Council regarding her having attended some of the meetings that were held on a proposed solar farm elsewhere, and expressed concern that information that was provided at those meetings was not provided to the Marengo City Council.

Attorney McArdle recommended that the City contact the solar farm company, and explain that the Council meeting on the 25<sup>th</sup> will include a public hearing, with no vote on the issue that night, and that the possibility of fees will be discussed.

The Council agreed with the recommendation.

**ADJOURNMENT**

Alderman Nicole DeBoer made a motion, seconded by Alderman Todd Hall, to adjourn the meeting. The motion passed with a voice vote. The meeting adjourned at 8:17 PM.

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Constance J Boxleitner  
City Clerk

The City Council approved these minutes on \_\_\_\_\_.

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CITY OF MARENGO

BOARD MEETING: 06/25/18

BILLS PAYABLE REPORT FOR JUNE, 2018

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WARRANT NO.: 2

GENERAL CORPORATE FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
JSIG, LLC (3179)		\$2,500.00
REFUND SIDEWALK CUT DEPOSIT/975 RIVERDALE CT	01-345-00	1,500.00
REFUND STREET CUT DEPOSIT/975 RIVERDALE CT	01-345-00	1,000.00
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$2,500.00
<u>ADMINISTRATION DEPARTMENT EXPENDITURES</u>		
HR GREEN, INC. (1945)		\$458,066.59
16-117922 INTERCHANGE PHASE I & II/ROUTE 23 & I-90 / REIMBURSED BY MCDOT	01-51-636.01	232,468.89
17-118538 INTERCHANGE PHASE I & II/ROUTE 23 & I-90 / REIMBURSED BY MCDOT	01-51-636.01	225,597.70
ILLINOIS PUBLIC RISK FUND (999)		\$6,123.82
49221 JULY 2018 WORKERS COMPENSATION PREMIUM & ADMINISTRATIVE FEE	01-51-408.01	6,123.82
MCEDC (1331)		\$600.00
2018-006 CONTRIBUTION DUES INVESTMENT	01-51-443.00	600.00
OFFICE DEPOT (1575)		\$94.44
146201123001 COPY PAPER, GLUE STICKS, DISINFECTING WIPES, AND HIGHLIGHTERS	01-51-565.01	94.44
PITNEY BOWES (2589)		\$89.16
3102187610 3/30-6/29/18 POSTAGE METER LEASE PAYMENT	01-51-588.00	89.16
QUILL CORPORATION (1724)		\$157.58
7530141 WINDOW ENVELOPES	01-51-565.01	157.58
STAN'S OFFICE TECHNOLOGIES (1985)		\$255.86
337575 COPY CHARGES	01-51-429.03	15.05
337575 COPY CHARGES	01-51-512.00	240.81
ZUKOWSKI, ROGERS, FLOOD & MCARDLE (2325)		\$4,311.00
131901 MAY 2018 LEGAL FEES/SUBDIVISION CONTROL ORD., GREENLEE STREET RESEARCH, WATER RATES ORD.,DORAL RIDGE WETLANDS REVIEW, PERSONNEL, MEETING ATTENDANCE AND PACKET REVIEW/25.5 HRS	01-51-637.00	4,311.00
TOTAL ADMINISTRATION DEPARTMENT EXPENDITURES		\$469,698.45
<u>POLICE DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$257.37
81520400047651 5/16-6/15/18 SERVICE/RADIO CIRCUIT FROM WATER TOWER TO PD	01-52-523.00	257.37
CALL ONE (2639)		\$945.74
12120811132973 6/15-7/14/18 T1 LINE FROM PD TO MCHENRY DISPATCH	01-52-523.00	945.74
CREEKSIDE, L.L.C. (492)		\$2,259.34
MARENGO 5/1-5/31/18 FUEL CHARGES	01-52-566.00	2,259.34
ANDREW M. KJELLGREN (1135)		\$4.80
REIMBURSEMENT 5/3/18 & 5/23/18 TOLL CHARGES/TRAINING SESSION	01-52-430.00	4.80
MOTOROLA SOLUTIONS-STARCOM 21 (3145)		\$442.00
36284512018 JUNE 2018 RADIO AIRTIME CHARGES/13 RADIOS	01-52-523.00	442.00
OFFICE DEPOT (1575)		\$104.69
146201123001 INK CARTRIDGES	01-52-565.02	42.99
149512509001 COPY PAPER	01-52-565.02	39.26
149512586001 ADDRESS LABELS	01-52-565.02	22.44
OSF HEALTHCARE SYSTEM (185)		\$124.00
1285657 HEPATITIS B VACCINATION/HERNANDEZ	01-52-545.00	124.00

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>POLICE DEPARTMENT EXPENDITURES</u>		
PITNEY BOWES (2589)		\$88.15
3102187610 3/30-6/29/18 POSTAGE METER LEASE PAYMENT	01-52-532.00	88.15
JERRY RZOTKIEWICZ (1837)		\$5.45
REIMBURSEMENT 6/4-6/5/18 TOLL CHARGES/TRAINING SESSION	01-52-430.00	5.45
STAN'S OFFICE TECHNOLOGIES (1985)		\$68.88
337476 COPY CHARGES	01-52-524.00	53.83
337575 COPY CHARGES	01-52-524.00	15.05
SUPERFLEET MASTERCARD (3148)		\$913.28
IF017 5/1-5/31/18 FUEL CHARGES	01-52-566.00	913.28
THOMSON REUTERS (2371)		\$288.86
838287693 CLEAR PLUS WEB ANALYTICS	01-52-565.02	288.86
ZUKOWSKI, ROGERS, FLOOD & MCARDLE (2325)		\$3,619.59
131931 MAY 2018 LEGAL SERVICES/TRAFFIC/28.25 HRS.	01-52-637.00	3,619.59
TOTAL POLICE DEPARTMENT EXPENDITURES		\$9,122.15
<u>STREET DEPARTMENT EXPENDITURES</u>		
CREEKSIDE, L.L.C. (492)		\$777.07
MARENGO 5/1-5/31/18 FUEL CHARGES	01-53-566.00	777.07
ED'S AUTOMOTIVE (609)		\$89.00
436 VEHICLE INSPECTION/T16	01-53-511.00	29.00
694 VEHICLE INSPECTION/T14 & T17	01-53-511.00	60.00
FACTORY MOTOR PARTS CO (3087)		\$131.28
33-1238751 OIL FILTERS/STOCK	01-53-511.00	131.28
NEWMAN ROOFING CO., INC. (3170)		\$53.06
TRFINV002464 TWO ADOPT-A-ROAD SIGNS	01-53-513.01	53.06
PITNEY BOWES (2589)		\$35.46
3102187610 3/30-6/29/18 POSTAGE METER LEASE PAYMENT	01-53-532.00	35.46
STAN'S OFFICE TECHNOLOGIES (1985)		\$52.91
337542 COPY CHARGES	01-53-512.00	52.91
SUPERFLEET MASTERCARD (3148)		\$337.27
IF017 5/1-5/31/18 FUEL CHARGES	01-53-566.00	337.27
UNITED LABORATORIES (2153)		\$260.55
225629 CAR WASH SOAP	01-53-511.00	260.55
TOTAL STREET DEPARTMENT EXPENDITURES		\$1,736.60
<u>PUBLIC GROUNDS, WORKS &amp; BEAUTIFICATION EXPENDITURES</u>		
ACRES GROUP (3130)		\$5,738.57
AIE_0299735 JUNE 2018 LAWN MOWING & LANDSCAPING SERVICES	01-54-688.05	5,738.57
KLEEN UP WITH JANA (3079)		\$800.00
5/23-6/23/18 CITY HALL, PUBLIC WORKS & WWTP JANITORIAL SERVICES	01-54-688.07	800.00
TOTAL PUBLIC GROUNDS, WORKS & BEAUTIFICATION EXPENDITURES		\$6,538.57
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
HALL'S LAWN MAINTENANCE, INC. (2387)		\$75.00
053118 MOWING CHARGES/PROPERTY IN VIOLATION OF TALL GRASS ORDINANCE	01-55-638.02	75.00

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GENERAL CORPORATE FUND

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DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>BUILDING DEPARTMENT EXPENDITURES</u>		
PITNEY BOWES (2589)		\$53.20
3102187610 3/30-6/29/18 POSTAGE METER LEASE PAYMENT	01-55-532.00	53.20
CITY OF WOODSTOCK (3114)		\$1,382.50
2018-605 MAY 2018 INSPECTIONS/19.75 HOURS	01-55-638.00	1,382.50
TOTAL BUILDING DEPARTMENT EXPENDITURES		\$1,510.70

GENERAL CORPORATE FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	2,500.00
51	ADMINISTRATION DEPARTMENT	469,698.45
52	POLICE DEPARTMENT	9,122.15
53	STREET DEPARTMENT	1,736.60
54	PUBLIC GROUNDS, WORKS & BEAUTIFICATION	6,538.57
55	BUILDING DEPARTMENT	1,510.70
	TOTAL GENERAL CORPORATE FUND EXPENDITURES	491,106.47

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COMMUNITY EVENTS FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
JACK BERMAN (3189) SUMMERFEST PERFORMER/ CREEPY UNCLE JACK BAND	17-00-780.00	\$400.00 400.00
STAN'S OFFICE TECHNOLOGIES (1985) 337575 COPY CHARGES FOR SPECIAL EVENTS FLYER	17-00-780.00	\$200.00 200.00
ULTIMATE FX, LTD (3188) 061918 REMAINING BALANCE OF SUMMERFEST FIREWORKS	17-00-780.00	\$4,000.00 4,000.00
JUSTIN WOJDYLA (3190) SUMMERFEST PERFORMER/ JIM & JUSTIN BAND	17-00-780.00	\$500.00 500.00
TOTAL COMMUNITY EVENTS FUND EXPENDITURES		\$5,100.00

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RETAINED PERSONNEL FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>PAYROLL AND MISCELLANEOUS EXPENDITURES</u>		
ZUKOWSKI, ROGERS, FLOOD & MCARDLE (2325)		\$7,175.00
131932 MAY 2018 LEGAL SERVICES/ROUTE 20 DEVELOPMENT PROJECT/2.5 HRS.	22-215-000	725.00
131933 MAY 2018 LEGAL SERVICES/300 WEST ARNOLD/3.5 HRS.	22-215-000	577.50
131934 MAY 2018 LEGAL SERVICES/MARENGO SOLAR SUNEAST DEVELOPMENT/20.25 HRS.	22-215-000	5,872.50
TOTAL PAYROLL AND MISCELLANEOUS EXPENDITURES		\$7,175.00

RETAINED PERSONNEL FUND RECAP

CODE	DESCRIPTION	AMOUNT
	PAYROLL AND MISCELLANEOUS	7,175.00
	TOTAL RETAINED PERSONNEL FUND EXPENDITURES	7,175.00

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WATER &amp; SEWER FUND

CHECKS &amp; DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>WATER DEPARTMENT EXPENDITURES</u>		
ALLIED ASPHALT PAVING COMPANY (2496)		\$208.74
215385 HOT MIX ASPHALT FOR UTILITY CUT REPAIRS	30-70-565.00	208.74
AT&T (109)		\$150.48
81556803103345 6/4-7/3/18 SERVICE/105 LYNN DR/PUMP STATION	30-70-523.00	150.48
CREEKSIDE, L.L.C. (492)		\$256.53
MARENGO 5/1-5/31/18 FUEL CHARGES	30-70-566.00	256.53
DYNEGY ENERGY SERVICES, LLC (3149)		\$3,641.61
272108818051 4/13-5/13/18 SERVICE/105 LYNN DR/PUMP STATION	30-70-526.00	961.12
272108818051 4/13-5/13/18 SERVICE/501 NICOLE	30-70-526.00	2,249.13
272108818051 4/13-5/13/18 SERVICE/840 GREENLEE	30-70-526.00	431.36
ILLINOIS PUBLIC RISK FUND (999)		\$408.69
49221 JULY 2018 WORKERS COMPENSATION PREMIUM & ADMINISTRATIVE FEE	30-70-403.09	408.69
MENARD'S (1364)		\$28.22
69677 PVC PIPING, SOLDER KIT, AND COUPLINGS	30-70-565.02	28.22
NICOR GAS (2414)		\$310.34
23-50-93-13294 4/20-5/21/18 SERVICE/105 LYNN DR/PUMP STATION	30-70-526.00	138.48
33-26-44-10003 4/20-5/21/18 SERVICE/250 LYNN DR/WELL 7	30-70-526.00	23.74
44-67-14-10007 4/19-5/20/18 SERVICE/SOUTH S. & RT. 23 WATER TOWER	30-70-526.00	31.51
46-91-43-10001 4/23-5/22/18 SERVICE/1 GREENLEE/WELL HOUSE	30-70-526.00	116.61
MARCIA J. PAL (2829)		\$10.00
REIMBURSEMENT NOTARY REGISTRATION	30-70-443.00	10.00
PITNEY BOWES (2589)		\$44.33
3102187610 3/30-6/29/18 POSTAGE METER LEASE PAYMENT	30-70-532.00	44.33
STAN'S OFFICE TECHNOLOGIES (1985)		\$30.10
337575 COPY CHARGES	30-70-565.01	30.10
SUPERFLEET MASTERCARD (3148)		\$93.48
IF017 5/1-5/31/18 FUEL CHARGES	30-70-566.00	93.48
ULINE (2139)		\$48.05
98100537 DOORKNOB BAGS	30-70-565.02	48.05
TOTAL WATER DEPARTMENT EXPENDITURES		\$5,230.57
<u>SANITARY &amp; WASTEWATER DEPARTMENT EXPENDITURES</u>		
AT&T (109)		\$260.42
81556863526682 6/4-7/3/18 SERVICE/WWTP	30-75-523.00	60.14
81556874675189 6/4-7/3/18 SERVICE/WWTP	30-75-523.00	102.38
81556878528798 6/4-7/3/18 SERVICE/WWTP	30-75-523.00	97.90
AT&T UVERSE (3018)		\$56.12
144219884 6/13-7/12/18 INTERNET SERVICE	30-75-523.00	56.12
CREEKSIDE, L.L.C. (492)		\$284.50
MARENGO 5/1-5/31/18 FUEL CHARGES	30-75-566.00	284.50
DYNEGY ENERGY SERVICES, LLC (3149)		\$8,714.04
272108818051 4/9-5/7/18 SERVICE/1350 N. STATE/WWTP	30-75-526.00	8,714.04
ERIK P. EVERTSEN (2758)		\$250.00
2018-19 UNIFORM ALLOWANCE	30-75-469.00	250.00

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WATER & SEWER FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
<u>SANITARY &amp; WASTEWATER DEPARTMENT EXPENDITURES</u>		
ILLINOIS PUBLIC RISK FUND (999)		\$748.49
49221 JULY 2018 WORKERS COMPENSATION PREMIUM & ADMINISTRATIVE FEE	30-75-403.09	748.49
MCGILVRA ELECTRIC INC (2640)		\$396.41
91450 ELECTRICAL SERVICE CALL/INSTALLATION OF NEW FLOW METER & CONTROLLER	30-75-635.00	250.00
91514 VARIABLE-FREQUENCY DRIVE UPGRADE/WWTP	30-75-635.00	146.41
MENARD'S (1364)		\$336.07
70226 TANK SPRAYER, POST HOLE DIGGER, BROOM, TUBING, HOSE NOZZEL, AND PLUMBING FITTINGS	30-75-593.00	336.07
MOTION INDUSTRIES INC. (1445)		\$893.29
IL36-645670 SLEEVE & ELASTOMER PLUGS FOR OXIDATION DITCH	30-75-511.02	893.29
NICOR GAS (2414)		\$735.36
62-54-88-58729 4/20-5/21/18 SERVICE/800 N. STATE/LIFT STATION	30-75-526.00	34.65
98-50-57-10008 4/20-5/21/18 SERVICE/1350 N. STATE/WWTP	30-75-526.00	700.71
OFFICE DEPOT (1575)		\$61.39
146201123001 COPY PAPER, CLIP BOARDS AND LEGAL PADS	30-75-565.01	61.39
PDC LABORATORIES, INC (3138)		\$1,210.00
I9323842 LAB SAMPLE TESTING	30-75-635.00	1,210.00
PITNEY BOWES (2589)		\$44.33
3102187610 3/30-6/29/18 POSTAGE METER LEASE PAYMENT	30-75-532.00	44.33
USA BLUE BOOK (2169)		\$699.20
572456 DIAPHRAGM GUAGE	30-75-565.06	68.65
585228 FILTERS AND MISC. LAB SUPPLIES	30-75-565.06	388.60
586640 DEFOAMER	30-75-565.06	241.95
TOTAL SANITARY & WASTEWATER DEPARTMENT EXPENDITURES		\$14,689.62

WATER & SEWER FUND RECAP

CODE	DESCRIPTION	AMOUNT
70	WATER DEPARTMENT	5,230.57
75	SANITARY & WASTEWATER DEPARTMENT	14,689.62
	TOTAL WATER & SEWER FUND EXPENDITURES	19,920.19

CITY OF MARENGO

BOARD MEETING: 06/25/18

BILLS PAYABLE REPORT FOR JUNE, 2018

PAGE: 8

WARRANT NO.: 2

DOWNTOWN TIF FUND

CHECKS & DIR. DEBITS

DESCRIPTION	ACCOUNT NUMBER	AMOUNT
NEWMAN ROOFING CO., INC. (3170)		\$186.21
TRFINV002231 SIX MUNICIPAL PARKING SIGNS	59-00-780.00	186.21
TOTAL DOWNTOWN TIF FUND EXPENDITURES		\$186.21

CITY OF MARENGO

BILLS PAYABLE REPORT FOR JUNE, 2018

BOARD MEETING: 06/25/18

WARRANT NO.: 2

SUMMARY ALL FUNDS

BANK ACCOUNT	BANK	DESCRIPTION	AMOUNT	
01-102-000	01	GENERAL CORPORATE FUND-CASH IN BANK	491,106.47	*
17-102-000	17	COMMUNITY EVENTS FUND-CASH IN BANK	5,100.00	*
22-102-000	22	RETAINED PERSONNEL FUND-CASH IN BANK	7,175.00	*
30-102-000	30	WATER & SEWER FUND-CASH IN BANK	19,920.19	*
59-102-000	59	DOWNTOWN TIF FUND-CASH IN BANK	186.21	*
TOTAL ALL FUNDS			523,487.87	**

#7a

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## AGENDA SUPPLEMENT

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**TO: Mayor and City Council**

**FROM: Joshua Blakemore, City Administrator**

**FOR: June 25, 2018 City Council Meeting**

**RE: Wastewater Treatment Plant – Facility Improvement Plan**

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At the onset of the execution of their service agreement with the City of Marengo, Strand Associates was tasked with formulating a priority list of improvements for the wastewater treatment plan. This list would be the basis for a facility improvement plan for the WWTP. This would help guide the City as to what improvements are most critical at the WWTP. Mayor Koziol and staff have asked Strand to attend the June 25<sup>th</sup> Council meeting to review the status of this task and discuss potential next steps at the facility. Troy Stinson has a presentation planned for Monday's meeting.

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## AGENDA SUPPLEMENT

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**TO:** Mayor and City Council

**FROM:** Joshua Blakemore, City Administrator

**FOR:** June 25, 2018 City Council Meeting

**RE:** **Public Hearing – An Ordinance Authorizing the Execution of an Annexation Agreement (East side of Johnson Road) (West side of Johnson Road) (Done with a separate annexation agreement for each side of Johnson Road)– An Ordinance Amending the Marengo Zoning Ordinance to Add Ground Mounted Solar Energy System (Solar Farm) as a Special Use in the ER – Estate Residential District**

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As you are aware, over the last few months the City has been engaging with a solar developer for a potential solar farm on the west side of Marengo. The site entails roughly 235 acres. There are two primary components in this potential development, those being an annexation agreement and a zoning text amendment. Staff has attached drafts of the annexation agreement, and the zoning text amendment for your review. Annexation agreements require a public hearing before Council approval, therefore a public hearing has been set for the June 25<sup>th</sup> Council meeting. Also please note approvals of annexation agreements require a super majority of the City Council.

**Annexation Agreement** –The developer has requested two annexation agreements, one for each side of Johnson Road. The two agreements mirror each other as far as terms and conditions. Attached is a current draft of the agreements, along with some notes and highlighted sections from the City Attorney. Attorney McArdle can walk everyone through the annexation agreements as needed during Monday's meeting.

- **Annexation** – As per previous discussions, the developers requested what is essentially a 36 month delay on the completion of the annexation. A similar provision was approved as part of the Glidepath annexation agreement, however it was for an 18 month period. The developer's primary reason for the 36 month period is so that they can get the property entitled and once entitled, use that time to finalize permits necessary from ComEd and other regulatory agencies, complete engineering on the project, and then sell the electricity generated by the project. If the conditions listed in this section are not met, the annexation agreement will be voided, with the exception of any annexation fees paid to that point.
- **Engineering & Planning Documents** – SunEast has prepared a site plan for review and to be included as part of the petition for annexation. A current site plan has been attached for your reference.
- **Fees Payable** – This is roughly a 235 acre project between the two annexation agreements. At \$500 / acre that would equate to \$117,500. This provision of the agreement was updated to allow for a portion of the fees to be paid on subsequent anniversaries of this agreement. Once paid those fees are nonrefundable, even if the annexation is not completed. The additional paragraph referencing a potential solar project at the wastewater treatment plant in lieu of annexation fees has been deleted. That does not preclude the City from pursuing that option, but if we wish to do so, it can be done at a later time with a separate agreement. The City can also continue to explore the opportunity to purchase electricity from this project.

SunEast will review an updated presentation on the project during the Council meeting, including some of the concerns raised during the public hearings with the PZC. The developers have also been asked to be prepared to discuss some form of a potential revenue stream from the proposed solar development, as was discussed during the last City Council meeting.

A new law, awaiting signature from the Governor, would revise the previously discussed property tax revenue from the proposed project. The new law would set the assessed value at \$218,000 per megawatt generated by a solar project. The proposed farm would generate 40 megawatts at full build-out, meaning the assessed value of the property would be \$8,720,000. The equalized assessed value (EAV or taxable value) would be roughly 1/3 of that, or \$2,906,667. At an approximate 11% tax rate in this area, that would equate to roughly \$330,000 in annual property tax revenue. If that amount were to hold true, it would equate to roughly \$27,000 in General Fund property tax revenue and \$11,000 in Police Pension Fund property tax revenue.

**Zoning Text Amendment (Ordinance Amending the Marengo Zoning Ordinance to add a ground mounted solar energy system as a special use in the ER – Estate Residential District)**

*\*Please not the zoning text amendment is an exhibit in each of the annexation agreements, rather than include another separate copy of the same document, please refer to that for item 7f, under new business) Pages 15-27 of each annexation agreement.*

– The zoning text amendment would establish the local ordinance governing the conditions for a solar farm, such as the case with a gravel pit for example. As you will see from the draft there is a lengthy list of items needed for compliance with the special use ordinance. As you will see, different requirements are due at different times, some being at the time of petition, others being prior to the issuance of a building permit. Below are a few highlights of the ordinance:

- **Zoning** – When we had originally discussed a special use permit for a gravel pit, it was thought it would be in a Manufacturing or Ag Transition zoning district. In discussions with Attorney McArdle it was thought that Estate Residential (ER), with an underlying special use for a solar farm would be the most appropriate route. The reason being is that if for some reason the solar farm development were to decommission or fall through for any reason, the property would then resort back to ER zoning, the most restrictive zoning classification. That would mean that after the solar farm use, the property owner would only be able to (re)develop that property per the ER zoning conditions. If the property owner wanted to develop it for commercial, industrial or other residential purposes after the solar farm is decommissioned, with ER zoning, they would then have to come back to the City for approval.
- **Setback** – Setbacks for the ground mounted components shall be at least 25 feet from all property lines, 150 feet from the centerline of a state highway, and 50 feet from the centerline of any non-state route right-of-way
- **Screening** – The draft shows provisions for screening. Screening shall not be in the City's ROW, and must meet one of the two options outlined in paragraphs a and b on page 2.
- **Glare** – The solar facility must be designed and constructed to insure glare will not impact the use of adjacent properties. Any documented glare concerns must be addressed by the owner once the project is in operation, including adding landscaping or screening if necessary.
- **Soil and ground cover** – Top soils shall not be removed during development unless approved by the special use permit. The owner is also required to maintain perennial vegetative ground cover in all areas containing solar panels. Ground cover shall also include an area suitable for pollinators.

- **Decommissioning plan** – The developer must provide a decommissioning plan for the project if and when the panels are removed. This section outlines the criteria for that plan, criteria for decommissioning, and requires a letter of credit to cover potential decommissioning costs.
- **Financial Assurance** – This is a reference to a letter of credit or some other agreed to form of surety for the development.
- **Height** – The height of the solar panels shall not exceed 12 feet 6 inches. The attached elevations of the solar panels show them reaching a maximum height of 10 feet 2 ½ inches when fully tilted.

**Special use application documents** - Section B outlines a list of items needed for approval of the special use permit. Please note, the special use permit and zoning of the property are NOT being approved at this time, and will put before the Council for approval until the annexation of the property is complete, which may take until 2021 as per the terms of the annexation agreement.

- **Section B (page 6) – Applications for a special use permit** – Paragraphs 1 and 2, including section a-x outline the list of items required for a special use application.
- **Section C (page 8) – Application for a building permit** – Much like Section B, Section C, items 1-28 outlines the documentation required prior to issuance of a building permit.

Attached are the following items:

- Presentations materials to be reviewed by Marengo Solar LLC
- Annexation Agreement (west side of Johnson Road, Marengo Solar I, Johnson/Feddema) with exhibits, including a site plan, LOC forms, etc. (includes a copy of item 7f – zoning text amendment ordinance - as an exhibit)
- Annexation Agreement (east side of Johnson Road, Marengo Solar II, Nelligan) with exhibits – this mirrors the east side annexation agreement (includes a copy of item 7f – zoning text amendment ordinance - as an exhibit)
- PZC meeting minutes

If the Council is in agreement with the agreements as presented, after the conclusion of a public hearing, a motion to approve an ordinance authorization the execution of an annexation agreement would be in order. A motion to approve the second annexation agreement would be the next action item. Third, would be a motion to approve the zoning text amendment, adding a solar farm as a special use in the ER zoning district. Again, ordinances annexation the property, zoning the property, and issuing a special use permit for the property will be acted upon at a later time/date, once the annexation is completed, per the annexation agreement.

# Thank You for Your Support of Marengo Solar !

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***Marengo Solar LLC***

# 4. Photos & Renderings – Garbaciak Johnson Residence



**Marengo Solar LLC**

# 4. Photos & Renderings – Garbaciak Johnson Residence



*Marengo Solar LLC*

# 4. Photos & Renderings – Garbaciak Johnson Residence



**Marengo Solar LLC**

# 4. Photos & Renderings – Garbaciak Johnson Residence



*Marengo Solar LLC*

# 4. Photos & Renderings – Garbacia Johnson Residence



*Marengo Solar LLC*



Portage Solar Farm (Solar Farm 2)

October 2015



Portage Solar Farm (Solar Farm 2)

October 2016



4,255 square foot estate home under construction, adjacent to Portage Solar Farm (Solar Farm 2)

On-site pond, pool and attached garage (Cost Est at \$465,000) April 2018

# Summary of Findings

CohnReznick Impact Study Analysis				Conclusions	
Solar Farm	Adj. Property Number	Adjoining Property Sale (Test Area) Price Per Unit	Control Area Sales Median Price Per Unit	% Difference	Impact Found
Grand Ridge Solar	12	\$79.90	\$74.35	+7.5%	No Impact
Portage Solar	1	\$8,000	\$7,674	+4.3%	No Impact
Portage Solar	7	\$84.35	\$84.27	+0.1%	No Impact
IMPA Frankton	2	\$25.58	\$28.42	+0.6%	No Impact
IMPA Frankton	7	\$52.40	\$51.47	+1.8%	No Impact
Indy Solar III	Group 1	\$59.81	\$57.84	+3.4%	No Impact
Indy Solar III	Group 2	\$69.14	\$68.67	+0.7%	No Impact
Valparaiso Solar LLC	10	\$82.42	\$79.95	+3.1%	No Impact
Valparaiso Solar LLC	14	\$62.11	\$64.07	-3.1%	No Impact
<b>Average Variance in Sale Prices for Test to Control Areas</b>				<b>+2.0%</b>	

Based upon our examination, research, and analyses of the existing solar farm uses, the surrounding areas, and an extensive market database, we have concluded that **no consistent negative impact has occurred to adjacent property that could be attributed to proximity to the adjacent solar farm**, with regard to unit sale prices or other influential market indicators. This conclusion has been confirmed by numerous County Assessors who have also investigated this use's potential impact.

## Property Value Impact Study - Overview

The purpose of this real estate impact study is to determine whether the existing solar farm uses under study have had any consistent and measurable impact on the value of adjacent properties. Our study includes research and analyses of five existing solar farms and the property value trends of the adjacent land uses, including agricultural, single family and residential properties; review of published studies, and discussions with market participants, summarized as follows:

- **Solar Farm 1 (Grand Ridge Solar Farm)** is located near the City of Streator in LaSalle County, Illinois, in a primarily rural area, on two contiguous parcels totaling 160 acres. (2012, 20 MW AC Project)
- **Solar Farm 2 (Portage Solar Farm)** is located near the City of Portage, in Porter County, Indiana. This solar farm is situated in a residential area on a 56-acre parcel of land. (2012, 1.5 MW Project)
- **Solar Farm 3 (IMPA Frankton Solar Farm)** is located in the Town of Frankton, Madison County, Indiana. This solar farm is situated in a fairly rural area and is located on a 13-acre parcel. (2014, 1 MW Project)
- **Solar Farm 4 (Dominion Indy Solar Farm III)** is located in a suburban, yet rural area outside of Indianapolis, in Marion County, Indiana, on a parcel totaling 134 acres. (2013, 11.9 MW Project)
- **Solar Farm 5 (Valparaiso Solar Farm)** is located near the City of Valparaiso, in Porter County, Indiana. This solar farm is situated in a fairly rural area on 27.9 acres. (2012, 1.3 MW Project)

We have performed a paired sales analysis for each adjoining property that fit the criteria for analysis that were adjacent to the solar farms we studied. We analyzed 13 adjoining property sales in Test Areas and 57 comparable sales in Control Areas, collectively, for them.



**Patricia L. McGarr, MAI, CRE, FRICS, CRA**  
Principal,  
National Director, Valuation Advisory Services

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[patricia.mcgarr@cohnreznick.com](mailto:patricia.mcgarr@cohnreznick.com)  
[www.cohnreznick.com](http://www.cohnreznick.com)

#### Licenses and Accreditations

- Member of the Appraisal Institute (MAI)
- Counselors of Real Estate, designated CRE
- Fellow of Royal Institution of Chartered Surveyors (FRICS)
- Certified Review Appraiser (CRA)
- California State Certified General Real Estate Appraiser
- District of Columbia Certified General Real Estate Appraiser
- Illinois State Certified General Real Estate Appraiser
- Indiana State Certified General Real Estate Appraiser
- New Jersey State Certified General Real Estate Appraiser
- Texas State Certified General Real Estate Appraiser
- Wisconsin State Certified General Real Estate Appraiser
- New York State Certified General Real Estate Appraiser
- Michigan State Certified General Real Estate Appraiser
- Virginia State Certified General Real Estate Appraiser
- Nevada State Certified General Real Estate Appraiser
- Maryland State Certified General Real Estate Appraiser
- Pennsylvania State Certified General Real Estate Appraiser

#### Professional Affiliations

- National Association of Realtors
- International Right Of Way Association
- Elkhart County Board of Realtors (MLS of Indiana)
- CREW (Commercial Real Estate Women) necticut State Certified General Real Estate Appraiser

#### Appointments

- Vice-Chair of the Illinois Real Estate Appraisal Board

## Property Value Impact Study: Proposed Solar Farm Marengo, IL

**COHN**  **REZNICK**

Patricia L. McGarr, MAI, CRE, FRICS

ACCOUNTING • TAX • ADVISORY

**COHN**  **REZNICK**

## 2. Glare From PV Modules is Not a Risk to the Public – Indy Airport Example



Greening the skies over INDy.

Two Indianapolis-based companies—Telamon Corporation and Johnson Melloh Solutions— have partnered with the Indianapolis Airport Authority (IAA), the City of Indianapolis, Indianapolis Power & Light Company (IPL), General Energy Solutions (GES) and Cenergy Power to build the largest solar farm on airport real estate in the world, the IND Solar Farm. The solar farm is comprised of three phases.



All partners involved in this solar farm project are committed to increasing the city's sustainability while helping grow and diversify renewable sources of electricity to power the growth and development of Indianapolis. The solar farm is expected to generate more than 36.1 million kilowatt hours of electric energy annually, enough to power more than 3,650 average American homes annually.

The solar energy produced will be sold to IPL through a 15-year power purchase program and feed into the grid of existing surface transmission lines that connect the airport terminal to the IPL substation west of the airport.

The electric energy generation facility includes 87,488 solar photovoltaic panels, each capable of producing a range of 280-305 watts at peak power production. The panels are installed on fixed ground-mounted racking systems (Phase I) and ground-mounted tracker systems (Phase II/III) that fill nearly 183 acres of land on both the east and west sides of the terminal near the entrance to the Indianapolis International Airport.

**Marengo Solar LLC**

## 2. Glare From PV Modules is Not a Risk to the Public



Federal Aviation  
Administration

### Notice Criteria Tool

Latitude:	42	Deg	14	M	20.7	S	N
Longitude:	88	Deg	39	M	43.42	S	W
Horizontal Datum:	NAD83						
Site Elevation (SE):	788	(nearest foot)					
Structure Height:	25	(nearest foot)					
Traverseway:	No Traverseway						
<small>(Additional height is added to certain structures under 77.0(1)) User can increase the default height adjustment for Traverseway, Private Roadway and Waterway</small>							
Is structure on airport:	<input checked="" type="radio"/> No <input type="radio"/> Yes						

### Results

You do not exceed Notice Criteria.

Marengo Solar has followed FAA protocols, and the installation will not impair the flight path or use of any commercial airports, both local and regional.



**U.S. Department of Energy** – Solar panels are designed to absorb radiation, not reflect it. Solar PV panels are constructed of dark colored (usually blue or black) materials and are covered with anti-reflective coatings. **Modern PV panels reflect as little as two percent (2%) of incoming sunlight.**

Source: "Four More **Misconceptions about Solar PV**",  
USDOE SunShot Program



The **City of Marengo Solar Ordinance** as currently drafted states: **In the event that glare concerns are raised within the community following commercial operation, the solar farm owner will take actions to address those concerns, including adding landscaping or privacy fencing as necessary or otherwise modifying the project site to address such concerns.**

Marengo Solar LLC

# 1. Electromagnetic Hypersensitivity (EHS) – EMF Analysis

Household Sources of EMF (mG levels)

Source	Distance 1.2 inches	Distance 12 inches	Distance 36 inches
Microwave	750-2000	40-80	3-8
TV LCD/ Plasma	1.1-73.6	0-2.5	0-2.2
Hair Dryer	60-20,000	1-70	0.1-3
Clothes Washer	8-400	2-30	0.1-2
Electric Range	60-2,000	4-40	0.1-1

Source: Adapted from Gauger 1985 & EPRI Appliance Measurements Study 2010

**The average household has 0.9 mG EMF levels**

Source: National Institute of Health  
EMF: Questions and Answers June 2002

In 2012, Massachusetts measured actual EMF levels at three separate utility-scale solar sites

Utility-Scale Solar EMF (mG levels)

Location	Distance Within 2 ft	Distance 50 to 150 ft
Inverter	150 - 500	0.5 or less
Site Boundary	0.2 - 0.4	< 0.2

Actual field EMF levels at 50 to 150 feet from the fenced boundary were <0.2 mG...well below the average household levels of 0.9 mG

Source: Massachusetts Clean Energy Center, Study of Acoustic and EMF Levels from Solar Photovoltaic Projects 12/2012

**The closest house to the solar site is ~120 ft from the site boundary and ~900 ft from the closest inverter...indicating that there are no measurable EMF levels**

# 1. Electromagnetic Hypersensitivity (EHS) – Excerpts from WHO Paper



## Electromagnetic fields (EMF)

### Electromagnetic fields and public health

#### Electromagnetic hypersensitivity

Backgrounder  
December 2005

As societies industrialize and the technological revolution continues, there has been an unprecedented increase in the number and diversity of electromagnetic field (EMF) sources. These sources include video display units (VDUs) associated with computers, mobile phones and their base stations. While these devices have made our life richer, safer and easier, they have been accompanied by concerns about possible health risks due to their EMF emissions.

For some time a number of individuals have reported a variety of health problems that they relate to exposure to EMF. While some individuals report mild symptoms and react by avoiding the fields as best they can, others are so severely affected that they cease work and change their entire lifestyle. This reputed sensitivity to EMF has been generally termed "electromagnetic hypersensitivity" or EHS.

#### What is EHS?

EHS is characterized by a variety of non-specific symptoms, which afflicted individuals attribute to exposure to EMF. The symptoms most commonly experienced include dermatological symptoms (redness, tingling, and burning sensations) as well as neuroathenic and vegetative symptoms (fatigue, tiredness, concentration difficulties, dizziness, nausea, heart palpitation, and digestive disturbances). The collection of symptoms is not part of any recognized syndrome.

#### Studies on EHS individuals

A number of studies have been conducted where EHS individuals were exposed to EMF similar to those that they attributed to the cause of their symptoms. The aim was to elicit symptoms under controlled laboratory conditions.

The majority of studies indicate that EHS individuals cannot detect EMF exposure any more accurately than non-EHS individuals. Well controlled and conducted double-blind studies have shown that symptoms were not correlated with EMF exposure.

#### Conclusions

EHS is characterized by a variety of non-specific symptoms that differ from individual to individual. The symptoms are certainly real and can vary widely in their severity. Whatever its cause, EHS can be a disabling problem for the affected individual. EHS has no clear diagnostic criteria and there is no scientific basis to link EHS symptoms to EMF exposure. Further, EHS is not a medical diagnosis, nor is it clear that it represents a single medical problem.

Source: World Health Organization. *Electromagnetic Fields and Public Health: Electromagnetic hypersensitivity*. December 2005  
Accessed April 2018 <http://www.who.int/peh-emf/publications/facts/fs296/en/>

**Marengo Solar LLC**

# Planning & Zoning Meetings – Key Topics

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First Meeting with Planning & Zoning Commission was March 19, 2018. That meeting was continued to April 16, 2018. The Commission asked that Marengo Solar provide additional information on the following topics:

1. Address concern raised at March 19 meeting regarding electromagnetic hypersensitivity (EHS)
2. Provide additional information on glare, e.g. Indianapolis Airport solar project
3. Address residents concerns regarding negative impact on property values
4. Meet with residents to hear concerns, assess visual impact of the project from their property

# Additional Benefits to the City of Marengo and Residents

## Good Neighbor

- Minimal traffic following a twelve month construction period
- No noise, odors or emissions that are typically associated with power plants

## Supports Local Economy

- Create over 100 construction and service related jobs
- Provides investment into the Marengo community

## Economic Development Platform

- Create a state-of-the-art, advanced clean energy solar facility
- Attracts outside business investment into the Marengo community

## Creating Shared Value Initiative

- Marengo Solar sponsors or contributes to projects that help the local community
- As an alternative to an Annexation Fee, Marengo Solar is preparing a proposal to serve the City's electric power needs at the City wastewater treatment plant. We would install a small solar facility and sell power to the City at a discounted rate, which will save the City between \$8,000 and \$10,000/year. These savings over 30 years compare favorably to an Annexation Fee of ~\$120,000.

## Agricultural Benefits

- Post a Letter of Credit to ensure that solar equipment is removed at the end of the project lifespan
- The Project will use native grasses and ground cover, including pollinator friendly seed mixes
- Land remains fallow for 20+ years adding nutrients and is well prepared to return to farming in the future
- Improved storm water runoff with deep rooted plants



***Marengo Solar LLC***

# Near Term and Long Term Cash Benefits

## City will Receive an Annexation Fee

- Project Annexation Fee of \$500/acre
- Favorable compared to recent Agreements

## Ongoing Property Taxes are Significant

- Senate Bill 486 passed this session
- Expected to be signed later this year
- Significantly Increases Solar Farm Tax Base
- Current Property Tax is \$5,800/year
- Change in Use increases to ~\$90,000/year
- New Tax Bill increases to ~\$330,000/year
- **Project only requires minimal services**

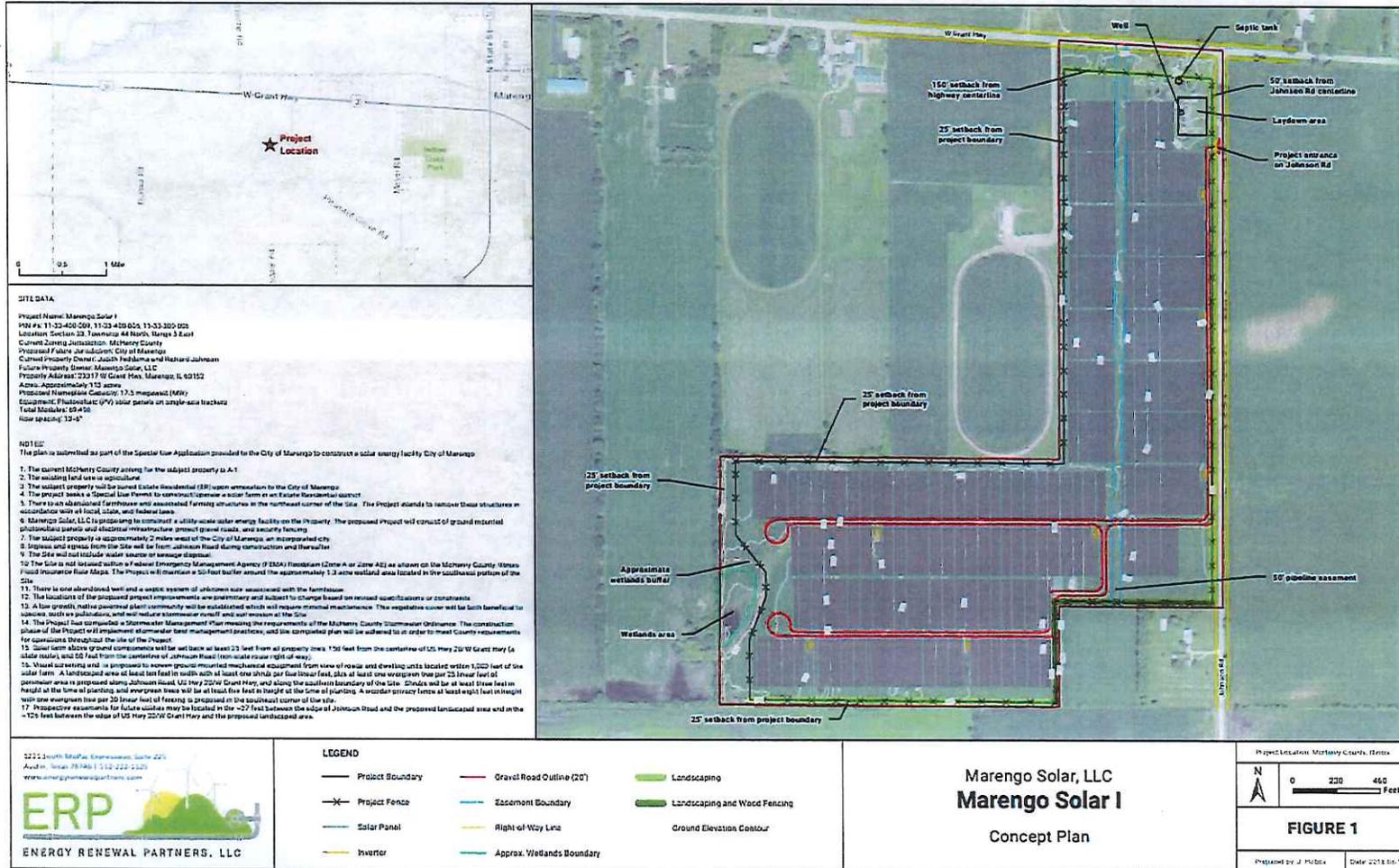
## ESTIMATE OF PROPERTY TAXES - Current Use vs. Solar Farm

	Current	w/ Solar
McHenry County	\$600	\$30,600
City of Marengo	\$0	\$38,900
Marengo Township	\$400	\$18,800
McHenry College, Marengo Schools	\$4,000	\$201,300
Marengo Union Library	\$100	\$5,800
Marengo Fire & Rescue	\$300	\$15,000
McHenry Conserv District, Marengo Parks	\$400	\$20,200
	\$5,800	\$330,600





# Marengo I Site Plan



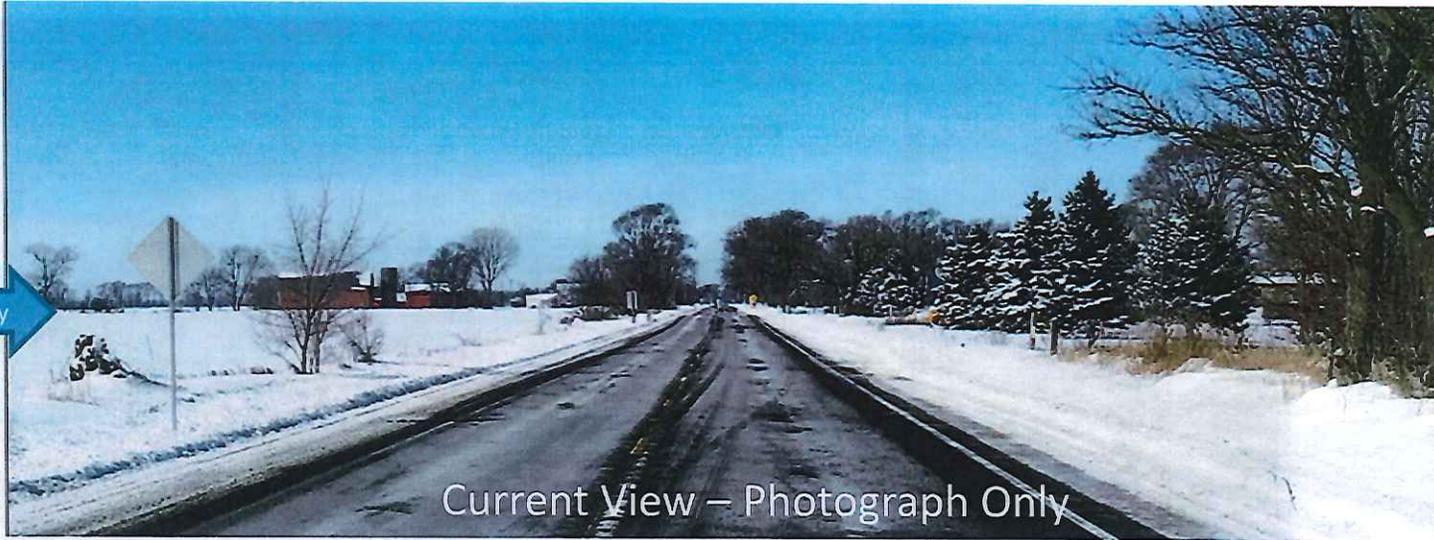
Marengo Solar LLC

# Landscape Plan and Rendering



# Rendering Looking West on Grant Highway

Nelligan Property  
Existing

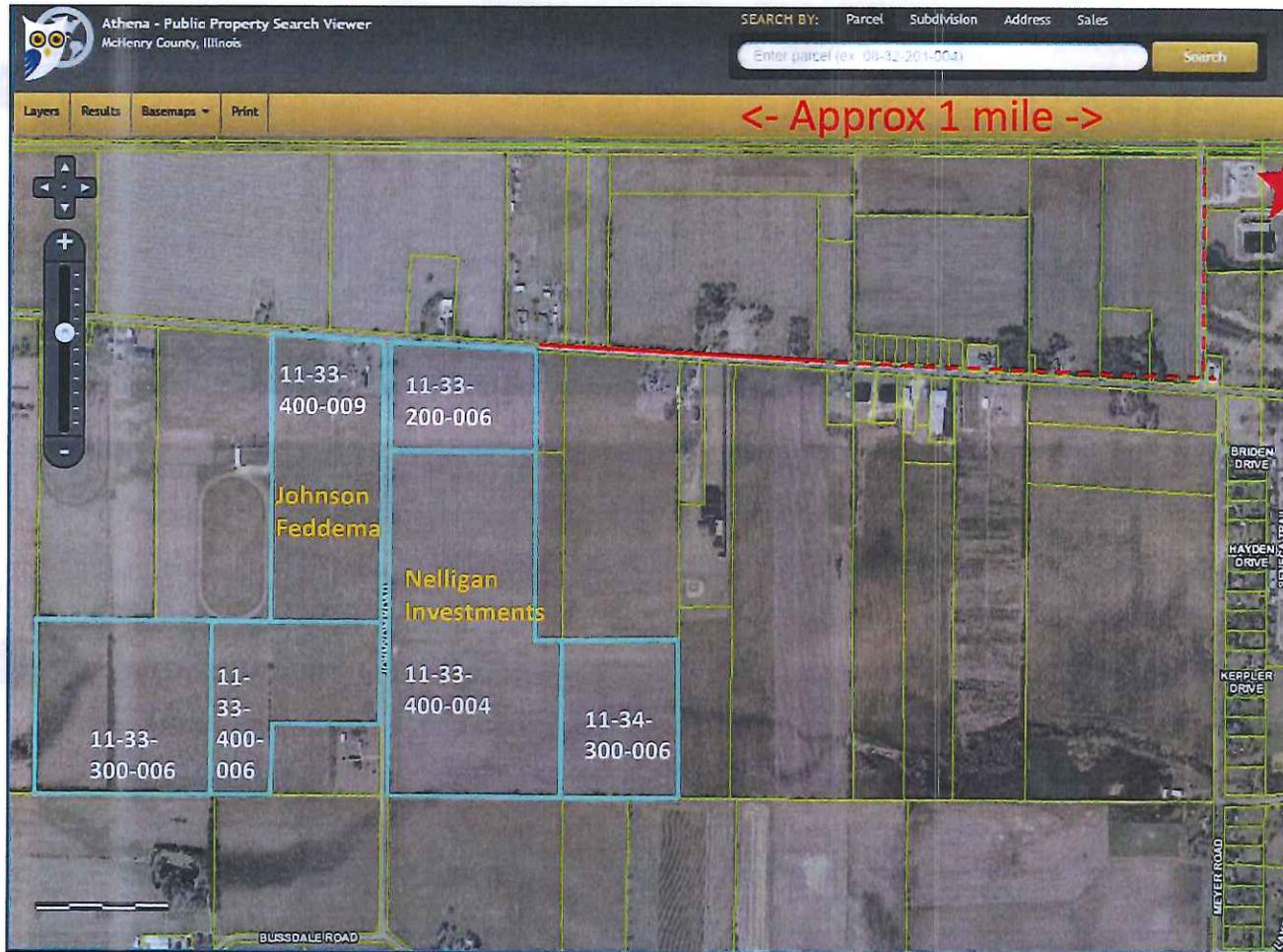


Marengo Solar



# Marengo Solar – Property and Path to Substation

There are two Annexation Agreement Petitions, one for the three parcels on the west side of Johnson Road, and one for the three parcels on the east side of Johnson Road.



ComEd  
Marengo  
Substation

Legend: New utility poles — Existing utility poles - - - - -

**Marengo Solar LLC**

# Agenda

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- **Introductions**
- **Project Overview**
- **Benefits to the City of Marengo**
- **Discussions before the Planning and Zoning Commission**
- **Summary of Petitions**

# Marengo Solar Presentation

## City Council Meeting

*June 25, 2018*



# 7b & d

ORDINANCE 18-\_\_\_\_ -

**An Ordinance Authorizing Execution of the Proposed Annexation Agreement by and between the City of Marengo and Marengo Solar, LLC – Johnson/Feddema**

*This space reserved for Recorder's use only.*

WHEREAS, it is in the best interests of the City of Marengo ("City"), McHenry County, Illinois, that a certain Annexation Agreement be entered into with Marengo Solar, LLC ("Solar"), a true and correct copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Solar is ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, as amended, have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute, and the Clerk is authorized and directed to attest, duplicate original copies of the proposed Annexation Agreement on \_\_\_\_\_, 2018.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinance in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor John Koziol

(SEAL)

ATTEST: \_\_\_\_\_

City Clerk Constance J. Boxleitner

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Prepared by/Mail to:

David W. McArdle, City Attorney

Zukowski, Rogers, Flood & McArdle

50 Virginia Street

Crystal Lake, IL 60014

815/459-2050

Z:\M\Marengo\Solar Farm\ExccuteAAJohnsonFeddema.doc

CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Ordinance entitled *An Ordinance Authorizing Execution of the Proposed Annexation Agreement by and between the City of Marengo and Marengo Solar, LLC*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 18-\_\_\_\_-\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the \_\_\_\_\_ day \_\_\_\_\_, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

MARENGO SOLAR, LLC  
ANNEXATION AGREEMENT  
- JOHNSON/FEDDEMA

THIS ANNEXATION AGREEMENT (this "Agreement"), made and entered into this \_\_\_\_ day of June, 2018, by and between the City of Marengo, an Illinois municipal corporation (hereinafter referred to as the "City"), by and through its Mayor and City Council (herein the "Corporate

Authorities"), and Marengo Solar, LLC, a Delaware limited liability company (hereinafter referred to as the "Beneficial Owner"). The City and the Beneficial Owner shall be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

*This space reserved for Recorder's use only.*

RECITALS

A. Under an Option Agreement with Richard L. Johnson and Judith L. Feddema (the "Current Owners"), the Beneficial Owner is the contract purchaser of real property which is the subject of this Agreement, consisting of three parcels located in unincorporated McHenry County, Illinois on the South side of U.S. Route 20 at its intersection with Johnson Road, and on the West side of Johnson Road. The Property is legally described in Exhibit A (To be approved by HR Green) attached hereto and made a part hereof, and assigned Permanent Index Numbers 11-33-300-006; 11-33-400-006 and 11-33-400-009 which the Beneficial Owner represents to the City consists of 114.72 acres in total (collectively, the "Property"); and

B. The Property constitutes land which is contiguous to and may be annexed to the City, as provided in Illinois Municipal Code, 65 ILCS 5/7-1-1; and

C. The Beneficial Owner desires that upon consummation of its purchase of the Property, the Property be annexed to the City and developed under the terms and conditions of this Agreement for the construction and operation of a solar farm consisting of solar panels capable of generating electrical energy for sale on the electric grid; and

D. The Corporate Authorities have concluded that the annexation of the Property to the City, under the terms and conditions hereinafter set forth, would enable the City to control development of the area and best serve the interest of the City; and

E. Pursuant to the provisions of Illinois Municipal Code 65 ILCS 5/11-15.1-1, *et seq.*, this proposed annexation agreement was submitted to the Corporate Authorities, and all required public hearings were held thereon pursuant to proper notices, as required by law; and

F. Pursuant to the provisions of Illinois Municipal Code 65 ILCS 5/11-13-1, et seq., the Corporate Authorities of the City have held a public hearing on the proposed re-zoning of the Property; and

G. This Agreement is made pursuant to and in accordance with the provisions of Sections 11-15.1-1, et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, et seq.).

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**A. OBLIGATIONS OF THE CITY.**

1. Annexation Agreement. The City shall adopt an Ordinance approving this Agreement.

2. Annexation. The annexation of the Property to the City (the "Annexation") shall be completed upon each of the following conditions precedent occurring no later than June 1, 2021: (i) the City's receiving notice from the Beneficial Owner that the Beneficial Owner has obtained title to the Property and has submitted an annexation petition for the Property to the City along with all offsite easements necessary for the operation of the solar generating facilities to be situated on the Property (with the recorded instruments evidencing title and all easements), (ii) the City's receiving the plat of annexation for the Property from the Beneficial Owner, prepared at the Beneficial Owner's cost, and (iii) the City's adopting an ordinance annexing the Property which the City shall do promptly after and upon the occurrence of completion of the conditions in (i) and (ii). This Agreement shall be deemed terminated as of June 1, 2021 if each of the three conditions have not been completed by such date, and neither the City nor the Beneficial Owner shall have any further obligations hereunder, except for those obligations explicitly stated in this Agreement to survive termination of this Agreement. Time is of the essence.

3. Solar Ordinance, Zoning and Special Use. Prior to, or immediately after, the City and Beneficial Owner enter into this Agreement, the City shall adopt an ordinance providing for a special use in ER Estate Residential Districts for solar farms as set forth in Exhibit B attached hereto. Effective upon completion of the Annexation, the City shall also adopt an ordinance to zone the Property (the "Zoning Ordinance") as set forth in Exhibit C attached hereto.

**B. OBLIGATIONS OF THE OWNER.**

1. Permits. Prior to commencement of construction by the Beneficial Owner of solar farm on the Property, the Beneficial Owner shall obtain a building permit from the City.

2. Engineering and Planning Documents. The improvements on the Property shall be in general compliance with the site plan prepared by Energy Renewal Partners, consisting of 1 page, with a most recent revision date of June 19, 2018 (the "Site Plan"), which is attached hereto as Exhibit D and incorporated herein by this reference. The Site Plan, among other things,

designates an area on the Property where the Beneficial Owner shall conduct activities to develop, construct, operate and maintain the solar farm in accordance with the Zoning Ordinance.

3. Chemical Storage. No chemicals, oils, fuels, or items or products of a similar nature, except those needed for ordinary operational activities, shall be stored or kept on the Property.

4. Days and Hours of Operation. Operations at the Property, excluding construction of the solar farm, shall be permitted to occur twenty-four (24) hours per day, seven (7) days per week, year-round. Construction on the Property shall only take place from 7:30 a.m. to 6:00 p.m. except in the event of an emergency in which case the Beneficial Owner shall take such action relative to the Property to preserve the health, safety and welfare of the public.

A. Entrances. The entrances to the Property as set forth in the Site Plan shall remain unchanged without permission from the City.

B. Fencing. The Beneficial Owner shall cause the external boundaries of the solar farm to be enclosed by a fence. A gate shall be placed at the main entrance that will be kept locked whenever the Beneficial Owner or operator, or their agent, is not on site.

5. Compliance with Federal, State, County and City Regulations. The Beneficial Owner shall comply with all applicable federal, state, and county regulatory requirements.

6. Site Maintenance. The Property shall be maintained in a neat and orderly condition, free of all debris, junk, trash, waste products or materials, and abandoned equipment which are no longer used, or capable of being used, by the Beneficial Owner in its operations. Buildings, if any, shall be maintained in good repair and appearance. Fences shall be maintained to present a neat appearance free from all litter.

7. Inspection. During the term of the Special Use granted herein, the City shall have access to the Property upon reasonable telephonic notice to the Beneficial Owner to enable the City to monitor compliance with this Agreement and applicable law. The Beneficial Owner shall provide the City with a contact name and telephone number for emergencies or for the City to access the Property as well as the code to access the Property.

8. Professionals' Fees. The Beneficial Owner agrees to reimburse the City for the City's attorneys' fees, engineering consultant's costs, and any other professional costs incurred by the City in connection with the application for zoning and annexation approval, building permits and the monitoring of this Agreement. Upon written request by the Beneficial Owner, the City shall furnish detailed invoices for services provided by the City's retained consultants. The obligations pursuant to this Section survive the termination of the Agreement in the event annexation is not completed as provided in Section A (3).

A. The City acknowledges the receipt and initial sufficiency of deposits paid by the Beneficial Owner prior to the commencement of the annexation and zoning proceedings to begin defraying the costs of engineering, planning and legal services for the City as incurred. The City shall provide receipts to the Beneficial Owner for such deposits, notify the Beneficial

Owner should deposits become depleted, and provide Beneficial Owner with an annual accounting of such deposits held in escrow by the City and used to defray such incurred costs of the City. If depleted deposits are not replenished upon notice from the City, no additional engineering plan submittals shall be reviewed or approved, no new building, occupancy or any other permits shall be reviewed or approved, and no other action upon a request or application of Owner or Beneficial Owner shall be reviewed and approved until said deposits are restored.

B. Other fees as may be required and established by the City Council from time to time and in effect at the time of building permit issuance shall be paid by the Beneficial Owner provided fees are established by ordinance and applied equally to all developments of a similar nature in Marengo.

9. Fees Payable to the City. The Beneficial Owner shall pay to the City an annexation fee of \$57,362 as follows:

- i) \$25,000 upon the first anniversary (June 1, 2019) of this Agreement;
- ii) \$25,000 upon the second anniversary (June 1, 2020) of this Agreement; and
- iii) \$7,362 at the time of completion of the Annexation.

The Beneficial Owner shall deliver to the City an irrevocable letter of credit in the form and substance attached hereto as **Exhibit E** naming the City as beneficiary securing said payments. Such letter of credit shall be deposited with the City by the Beneficial Owner within 45 days of approval of this Agreement by the Corporate Authorities of the City.

Each \$25,000 paid to the City, as set forth above, once paid is nonrefundable to the Beneficial Owner, even if the Annexation is thereafter not completed and this Agreement is terminated as a result. Notwithstanding anything to the contrary herein, obligations of the Beneficial Owner to pay the City any portions of the annexation fee as set forth above that are due and payable, but unpaid, at the termination of the Agreement shall survive the termination of this Agreement.

C. MISCELLANEOUS.

1. General Application of Ordinances. Except as otherwise specified herein, all City ordinances of general applicability shall apply to the Property, the Beneficial Owner and all successors and assigns in title.

2. Less Restrictive Ordinances or Codes. If during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, the City's regulations affecting the zoning, construction of improvements or any other development of any kind or character upon the Property are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the City not subject to annexation agreements, then at the Beneficial Owner's election the less restrictive requirements shall be binding upon the Beneficial Owner, its successors and assigns.

3. More Restrictive Ordinances or Codes. If during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose more restrictive requirements on zoning, subdivision, development of, or construction of improvements, buildings or appurtenance upon, properties in similarly zoned and developed parcels within the City not subject to annexation agreements, then the more restrictive requirements shall be binding upon the Beneficial Owner, its successors and assigns and anything to the contrary contained herein notwithstanding, the development of, or construction upon, the Property shall be subject to the more restrictive amendment or modification.

4. Grandfathering. During the term of this Agreement, and for any subsequent renewal period, the Beneficial Owner shall be allowed to maintain the use of farming on the Property.

5. Covenants Running with the Land. The covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Beneficial Owner and each of them, and upon the successor Corporate Authorities and each of them, and upon the successor municipalities of the City, and shall constitute covenants running with the land.

6. Term. This Agreement shall be valid and binding upon the Parties hereto, their respective successors and assigns, for a term ending twenty (20) years after commencing as of the date hereof.

7. Severability. If any provision of this Agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein.

8. Prior Agreements. This Agreement supersedes all prior agreements, negotiations and exhibits which conflict herewith, and is a full integration of the entire agreement of the Parties.

9. Amendment. This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. The Parties acknowledge that certain future amendments may affect only a portion of the Property. In such event, this Agreement may be amended by written agreement between the City and the legal owner of fee title to that portion of the Property which are subject to and affected by such amendment as provided by law; provided, however, that such amendment, if not executed by the then owner of other portions of the Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Property.

10. Enforceability. In the event that either Party files suit to enforce the terms hereof, the prevailing Party shall be entitled to recover, as part of the costs otherwise allowed, its reasonable attorney's fees incurred therein.

11. Waiver. The failure of any Party to insist, in any one or more instances, upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant or condition and the obligations of the other Party shall continue in full force and effect.

12. Notice. Unless notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by certified mail, return receipt requested, postage prepaid, as follows:

To the City: City of Marengo  
132 E. Prairie Street  
Marengo, IL 60152  
Attention: Administrator

With a copy to: David W. McArdle  
Zukowski, Rogers, Flood & McArdle  
50 N. Virginia Street  
Crystal Lake, IL 60014

To the Beneficial Owner:  
Marengo Solar, LLC  
c/o SunEast Development LLC  
121 W. Miner Street-Suite 1E  
West Chester, PA 19382  
Attention: General Counsel

Enel Green Power North America, Inc.  
100 Brickstone Square, Suite 300  
Andover, MA 01810  
Attention: General Counsel

With a copy to: Jay K. Filler, Jr.  
Filler & Associates  
3901 N. IL Route 23  
Marengo, IL 60152

The signed return receipt or an affidavit of mailing or proof of service shall be sufficient proof of delivery for all purposes.

13. Venue. Each proceeding pursuant to or in connection with this Agreement or amendment thereto shall be brought in the 22<sup>nd</sup> Judicial Circuit, McHenry County, Illinois, and the City and the Beneficial Owner hereby consent to jurisdiction and venue in that Court. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been

made in the City of Marengo, McHenry County, Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of any present or future domicile or principal place of business of the Beneficial Owner. The Beneficial Owner and the City hereby consent and agree that the Circuit Court of McHenry County, Illinois, shall have exclusive jurisdiction to hear and determine any claims or disputes between the City and the Beneficial Owner pertaining to this Agreement or to any matter arising out of or related to this Agreement. The Beneficial Owner and the City expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and the Beneficial Owner and the City hereby waive any objection which the Beneficial Owner and the City may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

14. Sale of Property. It is expressly understood and agreed that the Beneficial Owner may sell or convey all or any part of the Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Property sold or conveyed. The Beneficial Owner shall notify the City of such purchase or agreement or assumption of responsibilities. A selling owner of all or any portion of the Property, however, shall only be released where:

A. Provision has been made that all such public improvements to be installed by the time of the sale and as required by this Agreement or City ordinance for the development of the portion of the Property being sold will be installed and guaranteed in accordance with this Agreement and the ordinances of the City; and

B. The City has remaining in place a guarantee of performance to assure the City that any development responsibilities started but not yet satisfactorily completed by the Beneficial Owner anywhere on or offsite of the Property will be completed as well as other existing obligations of the Beneficial Owner to the City such as fees due and owing to the City will be paid and any outstanding ordinance violations will be corrected; and

C. Any outstanding monetary obligations of the Beneficial Owner due and payable to the City as of the time of conveyance have been satisfied in full, including payment of the fees provided for herein; and

D. There does not currently exist any uncured violation by Beneficial Owner of the City's ordinances or this Agreement.

15. Consent of Lender. The Beneficial Owner shall provide the City with written approval satisfactory to the City of any mortgagee, lien holder or holder of any security interest, affecting title to the Property or any part thereof so that this Agreement shall be superior to any such mortgage, lien or other security interest and Beneficial Owner shall provide same to the City prior to execution and recording of this Agreement.

16. Beneficial Owner's Agreement not to Disconnect the Property. Notwithstanding any rights that the Beneficial Owner may have to disconnect the Property from the City pursuant to the Illinois Municipal Code (the "Code"), including but not limited to Section 7-3-6 of the Code, the Beneficial Owner agrees to i) waive any and all rights to disconnect the Property from

the City in exchange for the benefits conferred upon the Property by this Agreement and ii) not to, at any time, seek to disconnect the Property from the City.

17. Time of Essence. It is understood and agreed by the Parties that time is of the essence to this Agreement, and that the Parties will make every reasonable effort, including the calling of special meetings, to expedite the matter. It is further understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

18. Indemnity. The Beneficial Owner shall defend, indemnify and hold harmless the City, its past, present and future officers, employees and agents from and against all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees, arising out of and in connection with this Agreement and the annexation and development of the Property.

19. Temporary Code Waiver. The Beneficial Owner is hereby authorized to install well and septic systems to provide potable water and washroom facilities for the Property for its employees, agents and guests. The Beneficial Owner acknowledges and understands that permits for septic systems and wells are issued by McHenry County rather than the City. If the Beneficial Owner has installed such systems or otherwise requires water and septic services for the Property, and public water or sewer facilities of the City are located within 250 feet of the Property, then Beneficial Owner shall connect to such public water or sewer facilities at Beneficial Owner's cost and terminate the use of its self-installed septic and well system if directed by the City as determined in the City's sole discretion.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. This Agreement may be transmitted via facsimile or other similar electronic means and a signature of the undersigned transmitted via such means shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

21. Dedication of Right-of-Way. As a condition to, and at the time of, the issuance of any building permit for construction of a solar farm on any portion, or all of, the Property, the Beneficial Owner shall cause the right-of-way, legally described and depicted in **Exhibit F (To be approved by HR Green)** hereto, to be conveyed to the City in fee simple title by executing, completing, and delivering the attached plat of dedication to the City. Such conveyance to the City shall be free and clear of all liens, conveyances, mortgages, and encumbrances other than existing utility easements and the rights of the traveling public thereon. The Beneficial Owner agrees to provide the City with any other documentation reasonably requested by the City to effectuate such transfer of title in accordance with the terms and provisions of this paragraph.

22. Decommissioning of Property. The Beneficial Owner shall comply with the Zoning Ordinance with regard to the decommissioning of the solar farm as set forth in Sections 15.03 A.9. and C.17. of the Zoning Ordinance (the "Decommissioning Regulations"). As required by the Decommissioning Regulations, the Beneficial Owner shall provide the following:

A. No later than thirty (30) days after the expiration date of a building permit for a solar farm on the Property, all of the then owner(s) of record of the Property shall convey to the

City a blanket, non-exclusive easement for ingress and egress in and upon the Property to enable the City, in the event the City determines in its sole discretion that there has been a material breach by the Beneficial Owner of the Decommissioning Regulations, to implement the decommissioning plan for the Property.

B. The cost of decommissioning shall be secured by a cash escrow or irrevocable letter of credit in the form and substance attached hereto as **Exhibit G** naming the City as beneficiary. Such letter of credit shall be deposited with the City by the Beneficial Owner on or before the issuance of a building permit for construction of a solar farm on any portion of, or all of, the Property. The City agrees to provide the Beneficial Owner seven days' written notice that it intends to draw on such letter of credit except in the event that the City intends to draw upon the letter of credit because it is about to expire in which case the City shall provide the Beneficial Owner prompt written notice of such draw.

23. Except to the extent caused by the negligence or willful misconduct of the City, the Beneficial Owner hereby indemnifies, saves and holds harmless the City from and against any and all claims, actions, suits, proceedings, losses, costs, damages and liabilities (including, without limitation, reasonable attorney's fees) incurred by the City as a direct result of any claims of damage to landowners properties due to damage to drain tiles on the Property caused by the owner or operator of the solar farm.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

MARENGO SOLAR, LLC

CITY OF MARENGO

By: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
John Koziol, Mayor

ATTEST:

By \_\_\_\_\_  
Constance J. Boxleitner, City Clerk

Prepared by/Mail to:  
David W. McArdle, Atty. No. 06182127  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014  
815/459-2050/Fax 815/459-9057  
dmcardle@zrfmlaw.com  
Z:\MMarengo\Solar Farm\AnnexationAgmtJohnsonFeddeina.docx

STATE OF ILLINOIS     )  
  )  
COUNTY OF McHENRY    )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_ signing on behalf of Marengo Solar, LLC is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

(Notary Stamp)

STATE OF ILLINOIS     )  
  )  
COUNTY OF McHENRY    )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that John Koziol, Mayor of the City of Marengo, and Constance J. Boxleitner, the Clerk of the City of Marengo, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

(Notary Stamp)

EXHIBIT A  
To Annexation Agreement – Johnson/Feddema

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 33, in Township 44 North of Range 5, East of the 3rd P.M.; also a part of said Section 33 bounded and described as follows, to-wit: Commencing at a point in the center of the State Road, 33.48 chains East of the West line of said Section 33 where the East line of lands conveyed by Albert K. Moore and wife to Leonard Ewing, by deed dated March 18, 1899, and recorded in the Recorder's Office of McHenry County, Illinois, in Book 100 of Deeds at page 210, intersects the State Road; thence South along said Ewing's East line 34.40 chains, more or less to said Ewing's Southeast corner and to the 80 line; thence East along the 80 line to the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 33; thence North along the 80 line to the center of said State road; thence Westerly along the center of said State Road, 26.69 chains, more or less, to the place of beginning, containing 170.14 acres according to survey made by Lester Barber, County Surveyor under date of January 29, 1912; situated in the Township of Marengo, County of McHenry, in the State of Illinois. EXCEPTING THERE FROM: Part of Section 33, Township 44 North, Range 5 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said section; thence South 89 degrees, 50 minutes, 46 seconds West, along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section, 869.38 feet to the point of beginning for the following described tract; thence North 00 degrees, 12 minutes, 44 seconds West, parallel with the East line of the Northwest 1/4 of the Southeast 1/4 of said Section, 2228.31 feet to the center line of U.S. Highway Route 20 as now laid out and located which runs Easterly and Westerly through the North 1/2 of said Section; thence North 87 degrees, 04 minutes, 11 seconds West, along the center line of U.S. Highway Route 20 as aforesaid, 883.51 feet to the Northeast corner of premises conveyed by Albert K. Moore and Wife to Leonard Ewing by Warranty Deed dated March 18, 1899 and recorded in Book 100 of Deeds, page 210 in the Recorder's Office of McHenry County, Illinois; thence South 00 degrees, 10 minutes, 44 seconds East, along the East line of said premises so conveyed to Ewing as aforesaid, 2275.84 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section; thence North 89 degrees, 50 minutes, 46 seconds East, along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section and along the South line of the Northwest 1/4 of the Southeast 1/4 of said Section, 883.50 feet to the point of beginning, in McHenry County, Illinois. AND ALSO EXCEPTING THEREFROM: The South 268.76 feet of the East 859.60 feet of the Southwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 5 East of the Third Principal Meridian in McHenry County, Illinois. ALSO EXCEPTING THEREFROM: The North 268.76 feet of the South 537.52 feet of the East 859.60 feet of the Southwest Quarter of the Southeast Quarter of Section 33, Township 44 North, Range 5 East of the Third Principal Meridian, in McHenry County, Illinois.

#7f

**EXHIBIT B**  
**To Annexation Agreement – Johnson/Feddema**

**ORDINANCE 18-\_\_\_\_\_**

*An Ordinance Amending the Marengo Zoning Code to  
Add A Ground-Mounted Solar Energy System (or Solar Farm)  
as a Special Use in the ER Estate Residential District*

BE IT ORDAINED by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: Section 3 of the Code shall be amended to add the following term and definition:

**Solar Farm:** A solar energy system or systems consisting of one or more solar panels which is or are ground mounted, but which is or are not attached to another structure or building, and which shall operate for a term not to exceed 40 years.

SECTION 2: Section 10.02.5 of the Marengo Zoning Code, which sets forth those special uses in the ER Estate Residential District shall be amended to add a subsection e. as follows:

- e. **Solar Farm.**

SECTION 3: Section 15. Special Uses, of the Marengo Zoning Code shall be amended to add a new subsection as follows:

**15.03 SOLAR FARM**

A. All Solar Farm special use permits shall be subject to the following standards and regulations:

1. *Setback.* The Solar Farm above ground components must be set back at least 25 feet from all property lines. However, for any Solar Farm above ground improvements including, but not limited to, fences or solar panels, abutting a state route, the Solar Farm above ground components shall be set back 150 feet from the centerline of such state route. In addition, Solar Farm above ground components must be set back at least 50 feet from the centerline of any non-state route right-of-way.
2. *Visual Screening.* Ground-mounted mechanical equipment that is visible outside the perimeter of the property on which the Solar Farm is located must be screened from view of roads and dwelling units located within 1,000 feet of the Solar Farm in accordance with the provisions of this subsection. Required screening and berms shall be located within required setbacks, but outside of any paved road surface on land dedicated to the City by the owner, and must comply with one of the following options or a similar alternative approved by the City Council at the time of special use permit approval as follows:

- a. A landscaped area at least ten feet in width with at least one shrub per five linear feet, plus at least one evergreen tree per 25 linear feet of perimeter area. Shrubs must be at least three feet in height at the time of planting. Evergreen trees must be at least 5 feet in height at the time of planting; *or*
- b. A landscaped area at least ten feet in width with a solid wall or privacy fence with a minimum height of 8 feet. At least one evergreen tree is required per 30 linear feet of the fence or wall.

In addition, a landscaped berm of at least five feet in height may be installed in the required setback area relative to any adjacent parcel on which a residence is situated. Such berm shall be landscaped with one evergreen with a minimum height of five feet every 25 linear feet.

Every evergreen in the landscaped area described in 2(a) or 2(b) above, at the time of planting, shall be at least five feet in height. In the event that a shrub or tree dies within any such landscaped area, such shrub or tree shall be promptly replaced by the then owner of the subject property, weather permitting. No portion of the landscaped area or berm shall be situated within any right of way.

3. *Glare.* The solar energy system utilized must be designed, constructed and sited to insure glare or reflections on adjacent properties and roadways will not materially and negatively impact the use of such adjacent properties and roadways by their owners and travelers and to not interfere with traffic, including air traffic, or otherwise create a safety hazard. In the event that glare concerns are documented and presented to the City following commercial operation, the Solar Farm owner will take actions to address those concerns, including adding landscaping or privacy fencing as necessary or otherwise modifying the project site to address such concerns.
4. *Soil and Ground Cover.*
  - a. Top soils shall not be removed from the site during development unless the removal is expressly approved as part of the special use permit.
  - b. Perennial vegetative ground cover must be maintained or established in all areas containing a solar energy system and in required setbacks to prevent erosion and manage stormwater run-off. The ground cover shall also include an area that is suitable habitat for pollinators such as bees.
5. *Compliance with Endangered Species Laws.* The applicant shall be in compliance with federal and state laws regarding endangered species.
6. *Lighting.* A Solar Farm may not be artificially illuminated, unless required by the FAA or other applicable government agency or authority or approved by the City as part of the special use process. If lighting is approved by the City, such lighting

shall be limited to that required for safety and operational purposes and shall be reasonably shielded from abutting properties. Lighting of the solar panels shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

7. *Underground Utilities.* On-site power lines communications and utility connections must be placed underground unless expressly provided otherwise in the text of the body of the ordinance granting the special use permit. Such undergrounding requirement includes but is not limited to those power, communication or other lines running between banks of solar panels, but does not include transmission lines and interconnection facilities that will be used by the Solar Farm to connect to electric lines, electric substations or interconnections with buildings.

8. *Signage.* Any sign on a Solar Farm shall comply with the City's sign ordinances. A sign consistent with the City's sign ordinance shall be required to identify the owner and provide a 24-hour emergency contact phone number.

Solar panels shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar panels.

9. *Abandonment and Decommissioning.* A Solar Farm that (a) fails to transmit any energy to the electric distribution system within any period of twelve or more consecutive months and (b) where the owner/operator is not pursuing the repair of such Solar Farm will be presumed to have been abandoned. If the City reasonably believes an abandonment to have occurred in accordance with the prior sentence, the City shall provide written notification of such belief to the owner/operator and the owner/operator shall have thirty (30) days after receipt of such written notice to reply to such notification with evidence refuting such contention. In the event the owner/operator fails to refute such contention within such thirty-day period, the City may presume that the Solar Farm has been abandoned unless, prior to the City (i) accessing any cash or letter of credit posted by owner as security for the decommissioning or (ii) taking over and commencing the decommissioning, the City is provided with clear and convincing evidence otherwise.

a. Any Solar Farm that has been abandoned must be decommissioned and removed within 180 days.

b. Decommissioning must consist of:

i. Physical removal of all solar panel installations, structures, foundations, equipment, security barriers or fences and transmission lines from the site to a depth below grade of three (3) feet.

ii. Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

iii. Stabilization, restoration and/or re-vegetation of the site.

The Zoning Administrator is authorized to allow the owner or operator to leave landscaping or designated foundations three (3) feet or less below grade in place in order to minimize erosion and disruption to vegetation.

c. Decommissioning Plan.

- i. A decommissioning plan prepared by a qualified engineering firm outlining the anticipated means and costs of removing the Solar Farm must be submitted with the building permit application associated with the special use permit application.
- ii. The decommissioning plan shall ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation in accordance with this section.
- iii. The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning. This estimate will include the cost to remove equipment, less applicable salvage values.
- iv. The owner/operator must submit a summary of the decommissioning plan to all property owners owning properties adjacent to the Solar Farm site. Before issuance of a special use permit, the owner/operator of the Solar Farm must provide to the City Administrator a certificate signed by the Solar Farm owner certifying that a summary of the decommissioning plan has been sent by certified mail to all of such property owners. In addition, prior to the issuance of a building permit for construction of a Solar Farm on all, or a portion, of the property, the City shall require cash in an escrow account or an irrevocable letter of credit, in an amount equal to 125% of the present-day decommissioning cost estimate provided by the owner/operator under Section 15.03.A.9.c.iii., designating the City as beneficiary, issued by a financial institution with an office in Illinois upon which the letter of credit may be drawn and substantially in the form attached hereto as Exhibit A or otherwise in a form approved by the City attorney. The letter of credit shall provide that the City may draw upon the funds upon the occurrence of any of the following events: i) a breach or failure by the owner or operator to complete all or a portion of such plan; or ii) a material breach or failure to comply with any requirement or condition of any zoning ordinance relative to a Solar Farm on the subject property; or iii) such letter of credit is about to expire and has not been, or will not automatically be, renewed; provided, however, that such draw shall not occur in the event of items (i) and (ii)

above unless owner has failed to cure such breach or failure within fifteen (15) days of being notified in writing by the City of such breach or failure. The City may also draw upon such letter of credit to compensate any adjacent property owner for property proven to have been damaged as a direct result of a drain tile on the subject property being damaged by the owner/operator of the subject property. In the event that a letter of credit rather than a cash escrow is utilized, such irrevocable letter of credit shall be renewed by the owner of the subject property or operator of the Solar Farm without interruption for the term of the special use permit. In the event that such letter of credit lapses, such lapse shall result in the revocation of the special use permit for the Solar Farm by the City if not remedied within fifteen (15) days of the City notifying the owner of such lapse or thirty (30) days of such lapse.

10. *Monitoring and Maintenance.* The owner/operator of the Solar Farm is responsible for keeping the Solar Farm in a safe, sound and well-maintained condition, including painting, grounds keeping, structural repairs, internal access drives and the integrity of security measures. The owner of the Solar Farm will certify to the City at the start of commercial operations that the Solar Farm is in compliance with the Site Plan, and its operation will comply with all federal, state and local regulations in effect at that time.

11. *Avoidance and Mitigation of Damages to Public Infrastructure*

a. *Roads.* If the subject property is adjacent to a state route, such state route shall be used for the purpose of transporting components and equipment for construction, operation or maintenance of the Solar Farm. The owner/operator shall obtain applicable permits from the applicable highway authority prior to construction or as needed to remain in compliance with all state laws and regulations.

b. *Existing Road Conditions.* The owner/operator must conduct a pre-construction survey in coordination with the applicable highway authority to determine the condition of existing roads within the City that will be utilized by the Solar Farm. The pre-construction survey must include photographs and a written agreement to document the condition of the roads and applicable public facilities. The owner/operator is responsible for reasonable ongoing road maintenance and dust-control measures identified by the applicable highway authority for all vehicles used for construction of the Solar Farm during all phases of construction and installation. The owner/operator shall conduct, within 30 days of completing construction, a second video survey of all existing roads used by the Solar Farm for construction activities. Prior to starting construction, the owner/operator shall deliver or have delivered to the City a letter of credit or cash escrow in the amount of Twenty Thousand Dollars (\$20,000.00) as security for the City to cover, in the event of a failure of the owner/operator to meet its obligations, the costs of the City performing the obligations of the

owner/operator to make any necessary road repairs to the existing roads used by the Solar Farm for construction activities required due to the impact of such construction activities on such roads. Such letter of credit or cash escrow shall serve as the sole source and amount from owner/operator to cover the costs incurred by the City for its undertaking any such future road repairs to existing roads required due solely to Solar Farm construction activities that the owner/operator has failed to perform. The City shall release such letter of credit or cash escrow with any unused amounts remaining thereon or therein upon completion of any such necessary road repairs.

- c. *Drainage and Detention Systems.* The owner/operator is responsible for identifying the location of all drain tiles (or, alternatively, the information required in Section 15.03 B.2.d. as an alternative to a drain tile study), detention and subsurface drainage systems on the property and submitting such information to the City at the time of application. In addition, the applicant shall identify detention, drain tile (or, alternatively, the information required in Section 15.03 B.2.d.), or subsurface drainage systems that will be incorporated into the site stormwater permit and for preparing a plan for maintaining such drainage systems during construction and operation of the solar facility. Owner/operator is responsible for repairing, at all times, including but not limited to as part of decommissioning, any damage to drain tiles and other drainage systems that result from construction, operation, or maintenance of the Solar Farm.
  12. *Financial Assurance.* The owner/operator must provide reasonable evidence of financial ability to construct the Solar Farm and all required improvements, as determined by the City Council at the time of special use permit approval.
  13. *Height.* The height of any solar energy system, including panels, shall not exceed twelve feet and six inches as measured from adjoining grade at base to the highest elevation of the equipment, when oriented at maximum tilt position. This limitation does not apply to transmission lines and interconnection facilities or operations and maintenance facilities.
  14. *Airports.* For solar units within 500 feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths. Solar farms shall not be located adjacent to or within a control zone of any airport.
- B. All applications for special use permit approval for a Solar Farm shall include the customary submittal requirements for special use permit applications. In addition, the following information and documentation listed below must be submitted by the later of the date of the submittal of the application for special use or the date of the City Council's having approved this Ordinance.

1. A project description – Applicant shall provide a general description of the project, which will be subject to revision prior to application for the project building permit. Such description shall include the total generating capacity, the equipment manufacturer, the type and model of solar panels proposed, the number of solar panels, the nameplate generating capacity of each solar panel, the proposed height of each solar panel as installed and overall dimensions thereof.

2. Site plan, which may utilize or be based upon an ALTA survey, showing property lines and physical features, including roads, setbacks, floodplain (if applicable), buildings, the assumed location of solar panels, rights of way, and zoning district designation for the subject property and all abutting properties. Such site plan shall also include or be accompanied by the following:

- a. All existing and proposed underground and above ground utilities including but not limited to overhead electric lines on the Solar Farm site including any for the transmission of energy from the Solar Farm to any buyer.
- b. Ingress and egress from the site as proposed during construction and thereafter, which indicates the proposed road surface and cover on the subject property.
- c. Wetland boundaries.
- d. A drain tile study identifying existing drain tiles on the subject property, or, alternatively, a narrative and supporting evidence indicating to the satisfaction of the City Enforcement Officer that drain tiles are not likely to be present within the development site. This evidence may consist of:
  - i. Soil maps;
  - ii. Historic aerial photographs;
  - iii. Historic topographic maps; and
  - iv. Wetland maps.
- e. A signed reimbursement agreement, in a form approved by the City, which provides for an initial deposit of \$10,000 for the City's professionals fees associated with such application and review by the City
- f. Location and size of any abandoned wells or septic systems.
- g. Vertical elevation drawings.
- h. Number, location, and spacing of solar panels/arrays.
- i. Solar energy equipment schematic drawing.
- j. Identification of access to, and traffic control for, the project site, during construction and operation of the Solar Farm.

- k. Elevation drawing(s) (and/or photographs and/or architect's renderings) and site plan showing location, size and design details of Solar Farm, including but not limited to how the power generated will be delivered and proposed meter connections.
  - l. Endangered Species EcoCat and IDNR Consultation Termination.
  - m. IHPA consultation initiation in accordance with Section 20 ILCS 3420 (Illinois State Agency Historic Resources Preservation Act).
  - n. Natural Resources Inventory Report from McHenry County Soil and Water District.
  - o. ALTA survey and title report for the site.
  - p. Wetland boundary map/delineation reports with an U.S. Army Corps of Engineers jurisdictional determination letter.
  - q. A tree survey and tree preservation plan for trees within the site that are identified as significant either in the (1) Natural Resource Information Report from the SWCD, or (2) identified as an oak stand of high ecological significance by the McHenry County Conservation District.
  - r. Landscape plans.
  - s. Grading and excavation plan.
  - t. A map shall be provided identifying all offsite tributary areas. A calculation of flow depths on overland flow paths including all onsite and offsite tributary area is also required.
  - u. Stormwater management report shall identify volumes of depressional storage before and after improvement.
  - v. Easement documents (proposed and existing).
  - w. Sight distance studies for access points.
  - x. Phasing map or plan, as applicable.
- C. No Solar Farm shall be constructed, installed or modified as provided in this section without first obtaining a building permit. The application for a building permit for a Solar Farm must be accompanied by the fee required for a building permit. All applications for a building permit for a Solar Farm must include the information and documentation listed below in addition to the customary submittal requirements for a building permit.

All material modifications to a Solar Farm made after issuance of the required building permit shall require approval by the City.

1. Interconnection service agreement or evidence of filing required Interconnection service applications with the electric utility.
2. Operation and maintenance plan of the Solar Farm, including measures for maintaining safe access to the installation, dust control and maintenance plans for roads, stormwater controls, as well as general procedures for operation and maintenance of the Solar Farm.
3. Name, address and telephone number of the person, firm or corporation constructing and installing the Solar Farm.
4. Manufacturer specifications and installation methods of the solar panels, poles and racks and other major equipment and devices including: wattage capacity, dimensions of panels, mounting mechanisms and/or foundation details and structural requirements.
5. Evidence that the system shall conform to applicable industry standards including those of the American National Standards Institute (ANSI).
6. A certificate of compliance demonstrating that the equipment comprising the Solar Farm has been tested and approved by Underwriters Laboratories (UL) or other approved independent testing agency.
7. No Solar Farm shall be constructed, installed or modified as provided in this section without first obtaining a building permit. The application for a building permit for a Solar Farm must be accompanied by the fee required for a building permit.
8. The Solar Farm owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the local fire chief. All means of shutting down the Solar Farm shall be clearly marked. The owner or operator shall identify a responsible person by title for public inquiries throughout the life of the Solar Farm.
9. Description of the hours of operation for construction and maintenance of the facility, numbers of employees and type of traffic to be generated from the site (TIS).
10. Water usage impact study indicating any impact on county and city water resources.

11. Complaint Resolution Process – the applicant shall submit a process to review and address any complaints that may arise from neighboring property owners during the construction and operation of the Solar Farm.
12. Waste Disposal Plan – All solid waste generated from supplies, equipment, parts, packaging or operation of the facility shall be removed from the site in a timely manner and disposed of in an appropriate manner. Any hazardous waste generated by the facility including but not limited to lubricating materials shall be removed consistent with all local, state and federal rules and regulations.
13. Weed/grass control plan.
14. Signage plan – signs warning of the high voltage associated with the Solar Farm shall be posted at every entrance to the facility, at the base of all pad mounted transformers and substations. A sign that provides emergency contact information, such as phone number, shall be posted near the tower and the operations and maintenance building.
15. Fence Plan (8' minimum) with appropriate warning signage.
16. A fire protection plan for the construction and operation of the facility, and emergency access to the site.
17. A permanent, nonexclusive easement, in a form approved by the City, providing for a blanket ingress and egress easement in and upon the subject property in favor of the City allowing it, in its sole discretion, to i) remove all solar panel installations, structures, facilities, equipment, and security barriers or fences, as well as transmission lines from the subject property to a depth below grade of three feet; ii) remove and recycle or dispose of all solid or hazardous waste in accordance with local regulations, and state and federal law; and iii) stabilize, restore or re-vegetate the subject property and to restore the soil on the subject property if the Solar Farm is deemed abandoned in accordance with Section 15.03. A.9. Such easement shall be conveyed to the City no later than 30 days after expiration of a building permit for a Solar Farm. The sole purpose of the easement will be to enable the City, in the event the City determines in its reasonable discretion that there has been a material breach by the owner/operator in the implementation of the decommissioning plan for the subject property, to enter and exit the property in order to complete the decommissioning.
18. Stormwater Management Permit application including stormwater management report, drainage plan and erosion control plan.
19. Grant by warranty deed(s) with plats of dedication from the owner of the property to the appropriate governmental unit(s) dedicating a right-of-way from the center line of the road to three feet adjacent to the roadway adjacent to the subject property.

20. An encroachment, cooperation or similar agreement from owner of gas or other pipelines to grade over their pipeline.
21. A current general liability policy covering bodily injury and property damage naming the City as additional insured with limits of at least two million dollars per occurrence and four million dollars in aggregate.
22. Copy of NOI, copy of SWPPP for construction and post construction and copy of approved NPDES permit.
23. Structural Engineering plans for foundation and design of solar panels racking and support given local soil and climate conditions.
24. Storm sewer calculations.
25. Signed, sealed and dated Engineer's Opinion of Probable Construction Costs for infrastructure improvements relevant to stormwater management and municipal services.
26. Soils reports with logs.
27. IDOT approval, if required.
28. All material modifications to a Solar Farm made after issuance of the required building permit shall require approval by the City. Any material modification must be reviewed and acted upon by the City within a sixty (60) day period after being submitted by the owner to the City for approval.
29. The decommissioning plan required to be submitted pursuant to Section 15.03 A.9.c.

All other requirements of the ER Estate Residential District shall apply unless relief is provided by the City. In addition, the City may require as a condition of such special use that a development or annexation agreement be entered into by the parties.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:  
Voting Nay:  
Absent:  
Abstain:

APPROVED:

\_\_\_\_\_  
Mayor John Koziol

(SEAL)  
ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

Z:\MMarengo\Solar Farm\ExhibitBTextAmendOrdJohnsonFeddemadocx

CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Ordinance entitled *An Ordinance Amending the Marengo Zoning Code to Add A Ground-Mounted Solar Energy System (or Solar Farm) as a Special Use in the ER Estate Residential District*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 18-\_\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the \_\_\_\_\_ day \_\_\_\_\_, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

EXHIBIT C  
To Annexation Agreement – Johnson/Feddema

ORDINANCE 18-\_\_\_\_\_-\_\_\_\_\_

*An Ordinance Amending the Marengo Zoning Code and  
Map for the Property Owned by Marengo Solar, LLC*

SECTION 1: Whereas, A hearing was held before the Planning and Zoning Commission at which hearing Marengo Solar, LLC requested, subject to the conditions and provisions of the Annexation Agreement, an amendment to the Marengo Zoning Map to include the property depicted on the legal description attached hereto as Exhibit A (“Subject Property”), as ER Estate Residential, with a special use for a Solar Farm, for a term of forty-years.

Now, therefore, be it ordained, by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, that, upon annexation of the Subject Property to the City of Marengo, the Subject Property shall be classified as ER Estate Residential, with a special use permit to be issued, in compliance with the applicable annexation agreement and zoning regulations, for a Solar Farm, for a term of forty-years.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:  
Voting Nay:  
Absent:  
Abstain:

APPROVED:

\_\_\_\_\_  
Mayor John Koziol

(SEAL)  
ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed: \_\_\_\_\_  
Approved: \_\_\_\_\_  
Published: \_\_\_\_\_

Z:\M\Marengo\Solar Farm\ExhibitCZoningERJohnsonFeddema.doc

CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Ordinance entitled *An Ordinance Amending the Marengo Zoning Code and Map for the Property Owned by Marengo Solar, LLC*, was duly passed by the Mayor and City Council of the City of Marengo.

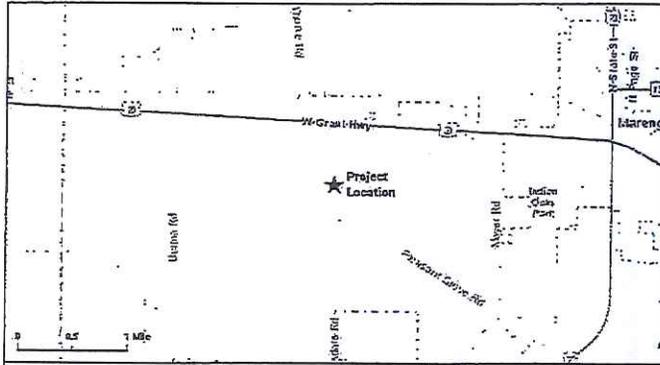
The pamphlet form of Ordinance No. 18-\_\_\_\_-\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the \_\_\_\_\_ day \_\_\_\_\_, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)



**SITE DATA:**

Project Name: Marengo Solar I  
 PIN No: 11-03-400-000, 11-03-400-006, 11-03-300-005  
 Location: Section 23, Township 46 North, Range 8 East  
 Current Zoning: Agricultural, McHenry County  
 Proposed Future Jurisdiction: City of Marengo  
 Current Property Owner: Justin Feddema and Richard Johnson  
 Future Property Owner: Marengo Solar, LLC  
 Property Address: 22877 W Grant Hwy, Marengo, MO 64132  
 Acres: Approximately 133 acres  
 Project Description: 17.5 megawatt (MW)  
 Equipment: Photovoltaic (PV) solar panels on single-axis trackers

**NOTES:**

The plan is submitted as part of the Special Use Application provided to the City of Marengo to construct a solar energy facility City of Marengo.

1. The current McHenry County zoning for the subject property is A-1.
2. The existing land use is agricultural.
3. The subject property will be zoned Estate Residential (ER) upon annexation to the City of Marengo.
4. The project seeks a Special Use Permit to construct/operate a solar farm in an Estate Residential district.
5. There is an abandoned farm house and associated farming structures in the northeast corner of the site. The Project intends to remove these structures in accordance with all local, state, and federal laws.
6. Marengo Solar, LLC is proposing to construct a utility-scale solar energy facility on the Property. The proposed Project will consist of ground-mounted photovoltaic panels and electrical infrastructure, project gravel roads, and security fencing.
7. Progress and access from the site will be from Johnson Road during construction and thereafter.
8. The site is not located within a Federal Emergency Management Agency (FEMA) Special Flood Hazard Zone (SFHZ) as shown on the McHenry County, Missouri Flood Insurance Rate Map. The Project will not contain a 50-foot buffer around the approximately 1.3 acre wetland area located in the southwest portion of the site.
9. There is one abandoned well and a septic system of unknown size associated with the farmhouse.
10. The location of the proposed project improvements are preliminary and subject to change based on revised specifications or constraints.
11. A low growth, native perennial plant community will be established which will require minimal maintenance. This vegetative cover will be both beneficial to species, such as pollinators, and will reduce stormwater runoff and soil erosion at the site.
12. The Project has completed a Stormwater Management Plan meeting the requirements of the McHenry County Stormwater Ordinance. The construction phase of the Project will implement stormwater best management practices, and the completed plan will be achieved in order to meet County requirements for operation throughout the life of the Project.
13. Solar farm above ground components will be set back at least 25 feet from all property lines, 100 feet from the centerline of US Hwy 24W Grant Hwy (a state route), and 50 feet from the centerline of Johnson Road (non-state route right-of-way).
14. The project will have a landscaped area at least ten feet in width with at least one shrub per five linear feet, plus at least one evergreen tree per 25 linear feet of perimeter area if proposed along Johnson Road, US Hwy 24W Grant Hwy, and along the southern boundary of the site. Shrubs will be at least three feet in height at the time of planting, and evergreen trees will be at least five feet in height at the time of planting. A wooden privacy fence at least eight feet in height with one evergreen tree per 50 linear feet of fencing is proposed in the southeast corner of the site.
15. Respective easements for future utilities benefiting the City of Marengo may be located in the ~27 feet between the edge of Johnson Road and the proposed landscaped area and in the ~126 feet between the edge of US Hwy 24W Grant Hwy and the proposed landscaped area.

1221 South MePac Expressway, Suite 225  
 Austin, Texas 78746 | 512-222-1135  
 www.aenergyrenewalpartners.com

**ERP**  
 ENERGY RENEWAL PARTNERS, LLC

**LEGEND**

- |                  |                           |                              |
|------------------|---------------------------|------------------------------|
| Project Boundary | Gravel Road Outline (20') | Landscaping                  |
| Project Fence    | Easement Boundary         | Landscaping and Wood Fencing |
| Solar Panel      | Right-of-Way Line         | Ground Elevation Contour     |
| Inverter         | Approx. Wetlands Boundary |                              |

Marengo Solar, LLC  
**Marengo Solar I**  
 Concept Plan

Project Location: McHenry County, Missouri

**FIGURE 1**

Prepared by: J. Hebbes      Date: 2018-06-19

**EXHIBIT E**  
**To Annexation Agreement – Johnson/Feddema**

Issuing bank (To be approved by the City of Marengo)

DATE AND PLACE OF ISSUE: (INSERT DATE), CHICAGO, ILLINOIS

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

BENEFICIARY

The City of Marengo, Illinois  
ATTN: City Administrator  
132 E Prairie Street  
Marengo, Illinois 60152

APPLICANT

Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Stated Amount: [INSERT COLLATERAL AMOUNT]

Effective Date: \_\_\_\_\_

Ladies and Gentlemen,

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN FAVOR OF THE CITY OF MARENGO, ILLINOIS (the “Beneficiary”) FOR THE ACCOUNT OF MARENGO SOLAR, LLC for amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as set forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in the form of Attachment 1 attached to this Letter of Credit and signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to *[insert address information]*, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile ( ) \_\_\_\_\_, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Eastern Time on any Business Day, payment will be made not later than 3:00 P.M. Eastern Time on the second Business Day and if a draw request is so presented to us after 11:00 A.M. Eastern Time on any Business Day, payment will be made on the third succeeding Business Day not later than 1:00 P.M. Eastern Time. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "**Business Day**" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois.

This Letter of Credit shall be automatically extended without a written amendment hereto for a period of one (1) year after the Effective Date ("Expiry Date") and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date we notify you by registered mail or courier that we elect not to extend the Expiry Date of this Letter of Credit for such additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, no later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

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

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

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

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES PUBLICATION NO. 590 OF THE INTERNATIONAL CHAMBER OF COMMERCE, (THE "ISP"), EXCEPT TO THE EXTENT THAT TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP, IN WHICH CASE THE TERMS OF THE LETTER OF CREDIT SHALL GOVERN. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK TO THE EXTENT THAT THE TERMS OF THE ISP ARE NOT APPLICABLE; PROVIDED THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE ISP AND SUCH ILLINOIS LAWS, THE ISP SHALL CONTROL.

Issuing Bank

BY: ..... BY: .....  
AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

Z:\M\Marengo\Solar Farm\ExhibitEJohnsonFeddema.docx

Attachment 1

DRAW REQUEST

ISSUING BANK

Copy to:

Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Ladies and Gentlemen,

The undersigned [*insert title*] on behalf of The City of Marengo, Illinois (the “**Beneficiary**” hereunder) hereby requests a draw in the amount of USD .....(this “**Draw**”) against the Irrevocable Letter of Credit \_\_\_\_\_ dated \_\_\_\_\_, 201\_\_\_\_, (the “**Letter of Credit**”), issued by [INSERT BANK NAME] in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that [Use A, B and/or C, and E-G]:

A) This Draw is authorized by the Letter of Credit.

B) Beneficiary has failed to pay to Beneficiary the fees (the “**Annexation Fees**”) required to be paid under Section B. 9. of that certain Annexation Agreement made and entered into on June \_\_\_\_, 2018 by and between the Beneficiary and Marengo Solar, LLC (“**Marengo**”) (the “**AA**”) with respect to a property owned by Marengo and located on the property formerly owned by Richard L Johnson and Judith L. Feddema.

C) Beneficiary has received written notice from the Issuing Bank that the Letter of Credit will not be extended beyond the current Expiry Date.

D) Beneficiary has given notice to Marengo of its failure to pay the Annexation Fees when due and such failure constitutes a default under the AA.

E) All applicable cure periods, if any, set forth in the AA have passed and Marengo has not cured the default related to its failure to pay the Annexation Fees.

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

G) You are directed to make payment of this Draw to .....

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The City of Marengo, Illinois  
as Beneficiary

By:  
Name:  
Title:

**EXHIBIT F – Plat of Dedication**  
**To Annexation Agreement – Johnson/Feddema**

EXHIBIT G  
To Annexation Agreement – Johnson/Feddema

Issuing bank (To be approved by the City of Marengo)

DATE AND PLACE OF ISSUE: (INSERT DATE), CHICAGO, ILLINOIS

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

BENEFICIARY

The City of Marengo, Illinois  
ATTN: City Administrator  
132 E Prairie Street  
Marengo, Illinois 60152

APPLICANT

Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Stated Amount: [INSERT COLLATERAL AMOUNT]

Effective Date: \_\_\_\_\_

Ladies and Gentlemen,

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN FAVOR OF THE CITY OF MARENGO, ILLINOIS (the “Beneficiary”) FOR THE ACCOUNT OF MARENGO SOLAR, LLC for amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as set forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in the form of Attachment 1 attached to this Letter of Credit and signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to *[insert address information]*, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile ( ) \_\_\_\_\_, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Eastern Time on any Business Day, payment will be made not later than 3:00 P.M. Eastern Time on the second Business Day and if a draw request is so presented to us after 11:00 A.M. Eastern Time on any Business Day, payment will be made on the third succeeding Business Day not later than 1:00 P.M. Eastern Time. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, “Business Day” means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois.

This Letter of Credit shall be automatically extended without a written amendment hereto for a period of one (1) year after the Effective Date ("Expiry Date") and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date we notify you by registered mail or courier that we elect not to extend the Expiry Date of this Letter of Credit for such additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, no later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

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

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

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

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES PUBLICATION NO. 590 OF THE INTERNATIONAL CHAMBER OF COMMERCE, (THE "ISP"), EXCEPT TO THE EXTENT THAT TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP, IN WHICH CASE THE TERMS OF THE LETTER OF CREDIT SHALL GOVERN. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK TO THE EXTENT THAT THE TERMS OF THE ISP ARE NOT APPLICABLE; PROVIDED THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE ISP AND SUCH ILLINOIS LAWS, THE ISP SHALL CONTROL.

Issuing Bank

BY: .....

BY: .....

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

Z:\M\Marengo\Solar Farm\ExhibitG\JohnsonFeddema.docx

The undersigned hereby certifies that the information provided in this document is true and correct to the best of my knowledge and belief.

Signature of [Name] \_\_\_\_\_

Attachment 1

DRAW REQUEST

ISSUING BANK

Copy to:  
Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Ladies and Gentlemen,

The undersigned *[insert title]* on behalf of The City of Marengo, Illinois (the “Beneficiary” hereunder) hereby requests a draw in the amount of USD .....(this “Draw”) against the Irrevocable Letter of Credit \_\_\_\_\_ dated \_\_\_\_\_, 201\_\_, (the “Letter of Credit”), issued by [INSERT BANK NAME] in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that [Use A, B and/or C, and/or D, and E-I]:

- A) This Draw is authorized by the Letter of Credit.
- B) The Solar Farm as defined in the City of Marengo, Illinois Ordinance 18- \_\_\_\_ (“Ordinance”) owned by Marengo Solar, LLC (“Marengo”) and located on the property formerly owned by Richard L Johnson and Judith L. Feddema (“Solar Farm”) has been deemed “abandoned” as defined in the applicable Annexation Agreement or Ordinance.
- C) Marengo has failed to decommission the Solar Farm as required in the Ordinance.
- D) Beneficiary has received written notice from the Issuing Bank that the Letter of Credit will not be extended beyond the current Expiry Date.
- E) Beneficiary has given notice to Marengo of its failure to comply with its obligations related to decommissioning set forth in the Ordinance and such failure constitutes a default under the Ordinance.
- F) All applicable cure periods, if any, set forth in the Ordinance have passed and Marengo has not cured the default related to its decommissioning obligations in the Ordinance.
- G) The Beneficiary has determined that it will need to undertake decommissioning activities on the Solar Farm and by reason thereof the Beneficiary is entitled to the amount demanded.
- H) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

D should stand on its own

.  
I) You are directed to make payment of this Draw to .....

.  
IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

.  
The City of Marengo, Illinois  
as Beneficiary

.  
By:  
Name:  
Title:  
.



**SITE DATA:**

Project Name: Marengo Solar II  
 PIN #: 11-33-200-006, 11-33-400-004, 11-34-300-006  
 Location: Sections 4, 33, 34, Township 43 & 44 North, Range 5 East  
 Current Zoning Jurisdiction: McHenry County  
 Proposed Future Jurisdiction: City of Marengo  
 Property Owner: Nelligan Investments LLC  
 Future Property Owner: Marengo Solar, LLC  
 Property Address: Johnson Rd, Marengo, IL 60152  
 Acres: Approximately 120 acres  
 Proposed Nameplate Capacity: 22.5 megawatt (MW)  
 Equipment: Photovoltaic (PV) solar panels on single-axis trackers

- NOTES:**  
 The plan is submitted as part of the Special Use Application provided to the City of Marengo to construct a solar energy facility City of Marengo.
- The current McHenry County zoning for the subject property is A-1.
  - The existing land use is agricultural.
  - The subject property will be zoned Estate Residential (ER) upon annexation to the City of Marengo
  - The project seeks a Special Use Permit to construct/operate a solar farm in an Estate Residential district.
  - There are no existing structures on the Site.
  - Marengo Solar, LLC is proposing to construct a utility-scale solar energy facility on the Property. The proposed Project will consist of ground mounted photovoltaic panels and electrical infrastructure, project gravel roads, and security fencing.
  - Ingress and egress from the Site will be from Johnson Road during construction and thereafter.
  - The Site is not located within a Federal Emergency Management Agency (FEMA) floodplain (Zone A or Zone AE) as shown on the McHenry County, Illinois Flood Insurance Rate Maps.
  - There are no known wells or septic systems on the Site.
  - The locations of the proposed project improvements are preliminary and subject to change based on revised specifications or constraints.
  - A low growth, native perennial plant community will be established which will require minimal maintenance. This vegetative cover will be both beneficial to species, such as pollinators, and will reduce stormwater runoff and soil erosion at the Site.
  - The Project has completed a Stormwater Management Plan meeting the requirements of the McHenry County Stormwater Ordinance. The construction phase of the Project will implement stormwater best management practices, and the completed plan will be adhered to in order to meet County requirements for operations throughout the life of the Project.
  - Solar farm above ground components will be set back at least 25 feet from all property lines, 150 feet from the centerline of US Hwy 20/W Grant Hwy (a state route), and 50 feet from the centerline of Johnson Road (non-state route right-of-way).
  - The project will have a landscaped area at least ten feet in width with at least one shrub per five linear feet, plus at least one evergreen tree per 25 linear feet of perimeter area is proposed along Johnson Road, US Hwy 20/W Grant Hwy, and along the northeastern portion of the Site. Shrubs will be at least three feet in height at the time of planting, and evergreen trees will be at least five feet in height at the time of planting.
  - Prospective easements for future utilities benefitting the City of Marengo may be located in the ~27 feet between the edge of Johnson Road and the proposed landscaped area and in the ~126 feet between the edge of US Hwy 20/W Grant Hwy and the proposed landscaped area.



1221 South MoPac Expressway, Suite 225  
 Austin, Texas 78746 | 512-222-1125  
 www.energyrenewalpartners.com

**ERP**  
 ENERGY RENEWAL PARTNERS, LLC

**LEGEND**

Project Boundary	Inverter	Proposed Above Ground Utility Connection
Project Fence	Gravel Road Outline (20')	Landscaping
Solar Panel	Right-of-Way Line	Ground Elevation Contour

Marengo Solar, LLC  
**Marengo Solar II**  
 Concept Plan

Project Location: McHenry County, Illinois

**FIGURE 1**

Prepared by: J. Hobbs | Date: 2018-06-19

# 7c ee

ORDINANCE 18-\_\_\_\_-

*An Ordinance Authorizing Execution of the Proposed Annexation Agreement by and between the City of Marengo and Marengo Solar, LLC – Nelligan*

This space reserved for Recorder's use only.

WHEREAS, it is in the best interests of the City of Marengo ("City"), McHenry County, Illinois, that a certain Annexation Agreement be entered into with Marengo Solar, LLC ("Solar"), a true and correct copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Solar is ready, willing and able to enter into said Agreement and to perform the obligations as required thereunder; and

WHEREAS, the statutory procedures provided in 65 ILCS 5/11-15.1-1 *et seq.* of the Illinois Municipal Code, as amended, have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute, and the Clerk is authorized and directed to attest, duplicate original copies of the proposed Annexation Agreement on \_\_\_\_\_, 2018.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinance in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor John Koziol

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Prepared by/Mail to:

David W. McArdle, City Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014  
815/459-2050  
Z:\MMarengo\Solar Farm\ExecuteAANelligan.doc

CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Ordinance entitled *An Ordinance Authorizing Execution of the Proposed Annexation Agreement by and between the City of Marengo and Marengo Solar, LLC*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 18-\_\_-\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the \_\_\_\_\_ day \_\_\_\_\_, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

**MARENGO SOLAR, LLC**  
**ANNEXATION AGREEMENT**  
**- NELLIGAN**

THIS ANNEXATION AGREEMENT (this "Agreement"), made and entered into this \_\_\_ day of June, 2018, by and between the City of Marengo, an Illinois municipal corporation (hereinafter referred to as the "City"), by and through its Mayor and City Council

*This space reserved for Recorder's use only.*

(herein the "Corporate Authorities"), and Marengo Solar, LLC, a Delaware limited liability company (hereinafter referred to as the "Beneficial Owner"). The City and the Beneficial Owner shall be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**RECITALS**

A. Under an Option Agreement with **Nelligan Investments LLC Johnson Road** (the "Current Owner"), the Beneficial Owner is the contract purchaser of real property which is the subject of this Agreement, consisting of three parcels located in unincorporated McHenry County, Illinois at U.S. Route 20 and Johnson Road. The Property is legally described in **Exhibit A (Need to confirm with HR Green)** attached hereto and made a part hereof, and assigned Permanent Index Numbers 11-33-200-006, 11-33-400-004 and 11-34-300-006, which the Beneficial Owner represents to the City consists of approximately 120.8 acres in total (collectively, the "Property"); and

B. The Property constitutes land which is contiguous to and may be annexed to the City, as provided in Illinois Municipal Code, 65 ILCS 5/7-1-1; and

C. The Beneficial Owner desires that upon consummation of its purchase of the Property, the Property be annexed to the City and developed under the terms and conditions of this Agreement for the construction and operation of a solar farm consisting of solar panels capable of generating electrical energy for sale on the electric grid; and

D. The Corporate Authorities have concluded that the annexation of the Property to the City, under the terms and conditions hereinafter set forth, would enable the City to control development of the area and best serve the interest of the City; and

E. Pursuant to the provisions of Illinois Municipal Code 65 ILCS 5/11-15.1-1, *et seq.*, this proposed annexation agreement was submitted to the Corporate Authorities, and all required public hearings were held thereon pursuant to proper notices, as required by law; and

F. Pursuant to the provisions of Illinois Municipal Code 65 ILCS 5/11-13-1, et seq., the Corporate Authorities of the City have held a public hearing on the proposed re-zoning of the Property; and

G. This Agreement is made pursuant to and in accordance with the provisions of Sections 11-15.1-1, et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, et seq.).

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**A. OBLIGATIONS OF THE CITY.**

1. Annexation Agreement. The City shall adopt an Ordinance approving this Agreement.

2. Annexation. The annexation of the Property to the City (the "Annexation") shall be completed upon each of the following conditions precedent occurring no later than June 1, 2021: (i) the City's receiving notice from the Beneficial Owner that the Beneficial Owner has obtained title to the Property and has submitted an annexation petition for the Property to the City along with all offsite easements necessary for the operation of the solar generating facilities to be situated on the Property (with the recorded instruments evidencing title and all easements), (ii) the City's receiving the plat of annexation for the Property from the Beneficial Owner, prepared at the Beneficial Owner's cost, and (iii) the City's adopting an ordinance annexing the Property which the City shall do promptly after and upon the occurrence of completion of the conditions in (i) and (ii). This Agreement shall be deemed terminated as of June 1, 2021 if each of the three conditions have not been completed by such date, and neither the City nor the Beneficial Owner shall have any further obligations hereunder, except for those obligations explicitly stated in this Agreement to survive termination of this Agreement. Time is of the essence.

3. Solar Ordinance, Zoning and Special Use. Prior to, or immediately after, the City and Beneficial Owner enter into this Agreement, the City shall adopt an ordinance providing for a special use in ER Estate Residential Districts for solar farms as set forth in **Exhibit B** attached hereto. Effective upon completion of the Annexation, the City shall also adopt an ordinance to zone the Property (the "Zoning Ordinance") as set forth in **Exhibit C** attached hereto.

**B. OBLIGATIONS OF THE OWNER.**

1. Permits. Prior to commencement of construction by the Beneficial Owner of solar farm on the Property, the Beneficial Owner shall obtain a building permit from the City.

2. Engineering and Planning Documents. The improvements on the Property shall be in general compliance with the site plan prepared by Energy Renewal Partners, consisting of 1 page, with a most recent revision date of June 19, 2018 (the "Site Plan"), which is attached hereto as **Exhibit D** and incorporated herein by this reference. The Site Plan, among other things,

designates an area on the Property where the Beneficial Owner shall conduct activities to develop, construct, operate and maintain the solar farm in accordance with the Zoning Ordinance.

3. Chemical Storage. No chemicals, oils, fuels, or items or products of a similar nature, except those needed for ordinary operational activities, shall be stored or kept on the Property.

4. Days and Hours of Operation. Operations at the Property, excluding construction of the solar farm, shall be permitted to occur twenty-four (24) hours per day, seven (7) days per week, year-round. Construction on the Property shall only take place from 7:30 a.m. to 6:00 p.m. except in the event of an emergency in which case the Beneficial Owner shall take such action relative to the Property to preserve the health, safety and welfare of the public.

A. Entrances. The entrances to the Property as set forth in the Site Plan shall remain unchanged without permission from the City.

B. Fencing. The Beneficial Owner shall cause the external boundaries of the solar farm to be enclosed by a fence. A gate shall be placed at the main entrance that will be kept locked whenever the Beneficial Owner or operator, or their agent, is not on site.

5. Compliance with Federal, State, County and City Regulations. The Beneficial Owner shall comply with all applicable federal, state, and county regulatory requirements.

6. Site Maintenance. The Property shall be maintained in a neat and orderly condition, free of all debris, junk, trash, waste products or materials, and abandoned equipment which are no longer used, or capable of being used, by the Beneficial Owner in its operations. Buildings, if any, shall be maintained in good repair and appearance. Fences shall be maintained to present a neat appearance free from all litter.

7. Inspection. During the term of the Special Use granted herein, the City shall have access to the Property upon reasonable telephonic notice to the Beneficial Owner to enable the City to monitor compliance with this Agreement and applicable law. The Beneficial Owner shall provide the City with a contact name and telephone number for emergencies or for the City to access the Property as well as the code to access the Property.

8. Professionals' Fees. The Beneficial Owner agrees to reimburse the City for the City's attorneys' fees, engineering consultant's costs, and any other professional costs incurred by the City in connection with the application for zoning and annexation approval, building permits and the monitoring of this Agreement. Upon written request by the Beneficial Owner, the City shall furnish detailed invoices for services provided by the City's retained consultants. The obligations pursuant to this Section survive the termination of the Agreement in the event annexation is not completed as provided in Section A (3).

A. The City acknowledges the receipt and initial sufficiency of deposits paid by the Beneficial Owner prior to the commencement of the annexation and zoning proceedings to begin defraying the costs of engineering, planning and legal services for the City as incurred. The City shall provide receipts to the Beneficial Owner for such deposits, notify the Beneficial

Owner should deposits become depleted, and provide Beneficial Owner with an annual accounting of such deposits held in escrow by the City and used to defray such incurred costs of the City. If depleted deposits are not replenished upon notice from the City, no additional engineering plan submittals shall be reviewed or approved, no new building, occupancy or any other permits shall be reviewed or approved, and no other action upon a request or application of Owner or Beneficial Owner shall be reviewed and approved until said deposits are restored.

B. Other fees as may be required and established by the City Council from time to time and in effect at the time of building permit issuance shall be paid by the Beneficial Owner provided fees are established by ordinance and applied equally to all developments of a similar nature in Marengo.

9. Fees Payable to the City. The Beneficial Owner shall pay to the City an annexation fee of \$60,400 as follows:

- i) \$25,000 upon the first anniversary (June 1, 2019) of this Agreement;
- ii) \$25,000 upon the second anniversary (June 1, 2020) of this Agreement; and
- iii) \$10,400 at the time of completion of the Annexation.

The Beneficial Owner shall deliver to the City an irrevocable letter of credit in the form and substance attached hereto as **Exhibit E** naming the City as beneficiary securing said payments. Such letter of credit shall be deposited with the City by the Beneficial Owner within 45 days of approval of this Agreement by the Corporate Authorities of the City.

Each \$25,000 paid to the City, as set forth above, once paid is nonrefundable to the Beneficial Owner, even if the Annexation is thereafter not completed and this Agreement is terminated as a result. Notwithstanding anything to the contrary herein, obligations of the Beneficial Owner to pay the City any portions of the annexation fee as set forth above that are due and payable, but unpaid, at the termination of the Agreement shall survive the termination of this Agreement.

C. MISCELLANEOUS.

1. General Application of Ordinances. Except as otherwise specified herein, all City ordinances of general applicability shall apply to the Property, the Beneficial Owner and all successors and assigns in title.

2. Less Restrictive Ordinances or Codes. If during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, the City's regulations affecting the zoning, construction of improvements or any other development of any kind or character upon the Property are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the City not subject to annexation agreements, then at the Beneficial Owner's election the less restrictive requirements shall be binding upon the Beneficial Owner, its successors and assigns.

3. More Restrictive Ordinances or Codes. If during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose more restrictive requirements on zoning, subdivision, development of, or construction of improvements, buildings or appurtenance upon, properties in similarly zoned and developed parcels within the City not subject to annexation agreements, then the more restrictive requirements shall be binding upon the Beneficial Owner, its successors and assigns and anything to the contrary contained herein notwithstanding, the development of, or construction upon, the Property shall be subject to the more restrictive amendment or modification.

4. Grandfathering. During the term of this Agreement, and for any subsequent renewal period, the Beneficial Owner shall be allowed to maintain the use of farming on the Property.

5. Covenants Running with the Land. The covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Beneficial Owner and each of them, and upon the successor Corporate Authorities and each of them, and upon the successor municipalities of the City, and shall constitute covenants running with the land.

6. Term. This Agreement shall be valid and binding upon the Parties hereto, their respective successors and assigns, for a term ending twenty (20) years after commencing as of the date hereof.

7. Severability. If any provision of this Agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein.

8. Prior Agreements. This Agreement supersedes all prior agreements, negotiations and exhibits which conflict herewith, and is a full integration of the entire agreement of the Parties.

9. Amendment. This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. The Parties acknowledge that certain future amendments may affect only a portion of the Property. In such event, this Agreement may be amended by written agreement between the City and the legal owner of fee title to that portion of the Property which are subject to and affected by such amendment as provided by law; provided, however, that such amendment, if not executed by the then owner of other portions of the Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Property.

10. Enforceability. In the event that either Party files suit to enforce the terms hereof, the prevailing Party shall be entitled to recover, as part of the costs otherwise allowed, its reasonable attorney's fees incurred therein.

11. Waiver. The failure of any Party to insist, in any one or more instances, upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant or condition and the obligations of the other Party shall continue in full force and effect.

12. Notice. Unless notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by certified mail, return receipt requested, postage prepaid, as follows:

To the City: City of Marengo  
132 E. Prairie Street  
Marengo, IL 60152  
Attention: Administrator

With a copy to: David W. McArdle  
Zukowski, Rogers, Flood & McArdle  
50 N. Virginia Street  
Crystal Lake, IL 60014

To the Beneficial Owner:  
Marengo Solar, LLC  
c/o SunEast Development LLC  
121 W. Miner Street-Suite 1E  
West Chester, PA 19382  
Attention: General Counsel

Enel Green Power North America, Inc.  
100 Brickstone Square, Suite 300  
Andover, MA 01810  
Attention: General Counsel

With a copy to: Jay K. Filler, Jr.  
Filler & Associates  
3901 N. IL Route 23  
Marengo, IL 60152

The signed return receipt or an affidavit of mailing or proof of service shall be sufficient proof of delivery for all purposes.

13. Venue. Each proceeding pursuant to or in connection with this Agreement or amendment thereto shall be brought in the 22<sup>nd</sup> Judicial Circuit, McHenry County, Illinois, and the City and the Beneficial Owner hereby consent to jurisdiction and venue in that Court. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been

made in the City of Marengo, McHenry County, Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of any present or future domicile or principal place of business of the Beneficial Owner. The Beneficial Owner and the City hereby consent and agree that the Circuit Court of McHenry County, Illinois, shall have exclusive jurisdiction to hear and determine any claims or disputes between the City and the Beneficial Owner pertaining to this Agreement or to any matter arising out of or related to this Agreement. The Beneficial Owner and the City expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and the Beneficial Owner and the City hereby waive any objection which the Beneficial Owner and the City may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

14. Sale of Property. It is expressly understood and agreed that the Beneficial Owner may sell or convey all or any part of the Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Property sold or conveyed. The Beneficial Owner shall notify the City of such purchase or agreement or assumption of responsibilities. A selling owner of all or any portion of the Property, however, shall only be released where:

A. Provision has been made that all such public improvements to be installed by the time of the sale and as required by this Agreement or City ordinance for the development of the portion of the Property being sold will be installed and guaranteed in accordance with this Agreement and the ordinances of the City; and

B. The City has remaining in place a guarantee of performance to assure the City that any development responsibilities started but not yet satisfactorily completed by the Beneficial Owner anywhere on or offsite of the Property will be completed as well as other existing obligations of the Beneficial Owner to the City such as fees due and owing to the City will be paid and any outstanding ordinance violations will be corrected; and

C. Any outstanding monetary obligations of the Beneficial Owner due and payable to the City as of the time of conveyance have been satisfied in full, including payment of the fees provided for herein; and

D. There does not currently exist any uncured violation by Beneficial Owner of the City's ordinances or this Agreement.

15. Consent of Lender. The Beneficial Owner shall provide the City with written approval satisfactory to the City of any mortgagee, lien holder or holder of any security interest, affecting title to the Property or any part thereof so that this Agreement shall be superior to any such mortgage, lien or other security interest and Beneficial Owner shall provide same to the City prior to execution and recording of this Agreement.

16. Beneficial Owner's Agreement not to Disconnect the Property. Notwithstanding any rights that the Beneficial Owner may have to disconnect the Property from the City pursuant to the Illinois Municipal Code (the "Code"), including but not limited to Section 7-3-6 of the Code, the Beneficial Owner agrees to i) waive any and all rights to disconnect the Property from

the City in exchange for the benefits conferred upon the Property by this Agreement and ii) not to, at any time, seek to disconnect the Property from the City.

17. Time of Essence. It is understood and agreed by the Parties that time is of the essence to this Agreement, and that the Parties will make every reasonable effort, including the calling of special meetings, to expedite the matter. It is further understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

18. Indemnity. The Beneficial Owner shall defend, indemnify and hold harmless the City, its past, present and future officers, employees and agents from and against all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees, arising out of and in connection with this Agreement and the annexation and development of the Property.

19. Temporary Code Waiver. The Beneficial Owner is hereby authorized to install well and septic systems to provide potable water and washroom facilities for the Property for its employees, agents and guests. The Beneficial Owner acknowledges and understands that permits for septic systems and wells are issued by McHenry County rather than the City. If the Beneficial Owner has installed such systems or otherwise requires water and septic services for the Property, and public water or sewer facilities of the City are located within 250 feet of the Property, then Beneficial Owner shall connect to such public water or sewer facilities at Beneficial Owner's cost and terminate the use of its self-installed septic and well system if directed by the City as determined in the City's sole discretion.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. This Agreement may be transmitted via facsimile or other similar electronic means and a signature of the undersigned transmitted via such means shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

21. Dedication of Right-of-Way. As a condition to, and at the time of, the issuance of any building permit for construction of a solar farm on any portion, or all of, the Property, the Beneficial Owner shall cause the right-of-way, legally described and depicted in **Exhibit F (Need to confirm with HR Green)** hereto, to be conveyed to the City in fee simple title by executing, completing, and delivering the attached plat of dedication to the City. Such conveyance to the City shall be free and clear of all liens, conveyances, mortgages, and encumbrances other than existing utility easements and the rights of the traveling public thereon. The Beneficial Owner agrees to provide the City with any other documentation reasonably requested by the City to effectuate such transfer of title in accordance with the terms and provisions of this paragraph.

22. Decommissioning of Property. The Beneficial Owner shall comply with the Zoning Ordinance with regard to the decommissioning of the solar farm as set forth in Sections 15.03 A.9. and C.17. of the Zoning Ordinance (the "Decommissioning Regulations"). As required by the Decommissioning Regulations, the Beneficial Owner shall provide the following:

A. No later than thirty (30) days after the expiration date of a building permit for a solar farm on the Property, all of the then owner(s) of record of the Property shall convey to the City a blanket, non-exclusive easement for ingress and egress in and upon the Property to enable the City, in the event the City determines in its sole discretion that there has been a material breach by the Beneficial Owner of the Decommissioning Regulations, to implement the decommissioning plan for the Property.

B. The cost of decommissioning shall be secured by a cash escrow or irrevocable letter of credit in the form and substance attached hereto as **Exhibit G** naming the City as beneficiary. Such letter of credit shall be deposited with the City by the Beneficial Owner on or before the issuance of a building permit for construction of a solar farm on any portion of, or all of, the Property. The City agrees to provide the Beneficial Owner seven days' written notice that it intends to draw on such letter of credit except in the event that the City intends to draw upon the letter of credit because it is about to expire in which case the City shall provide the Beneficial Owner prompt written notice of such draw.

23. Except to the extent caused by the negligence or willful misconduct of the City, the Beneficial Owner hereby indemnifies, saves and holds harmless the City from and against any and all claims, actions, suits, proceedings, losses, costs, damages and liabilities (including, without limitation, reasonable attorney's fees) incurred by the City as a direct result of any claims of damage to landowners properties due to damage to drain tiles on the Property caused by the owner or operator of the solar farm.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

MARENGO SOLAR, LLC

CITY OF MARENGO

By: \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
John Koziol, Mayor

ATTEST:

By \_\_\_\_\_  
Constance J. Boxleitner, City Clerk

Prepared by/Mail to:  
David W. McArdle, Atty. No. 06182127  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, IL 60014  
815/459-2050/Fax 815/459-9057  
dmcardle@zrfmlaw.com  
Z:\MMarengo\Solar Farm\AnnexationAgmtNelligan.docx

STATE OF ILLINOIS     )  
  )  
COUNTY OF McHENRY    )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that \_\_\_\_\_ signing on behalf of Marengo Solar, LLC is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

(Notary Stamp)

STATE OF ILLINOIS     )  
  )  
COUNTY OF McHENRY    )

I, \_\_\_\_\_, a Notary Public in and for said county, in the state aforesaid, do hereby certify that John Koziol, Mayor of the City of Marengo, and Constance J. Boxleitner, the Clerk of the City of Marengo, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

(Notary Stamp)

EXHIBIT A  
To Annexation Agreement -- Nelligan

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SECTION 33, AND THAT PART OF THE WEST HALF OF THE WEST HALF SECTION 34, ALL IN TOWNSHIP NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 34 AFORESAID; THENCE EAST ALONG SOUTH LINE OF SAID SECTION 34, 13 CHAINS AND 50 LINKS (891.0 FEET) SAID POINT BEING THE SOUTHEAST CORNER OF LOT 5 OF THE ASSESSOR'S PLAT OF SAID SECTION 34 AS RECORDED IN BOOK 45 OF DEEDS ON PAGE 321 IN MCHENRY COUNTY RECORDER'S OFFICE; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 34, AND ALONG THE EAST LINE OF SAID LOT 5, 1210.42 FEET TO AN IRON PIPE IN A FENCE CORNER; THENCE WESTERLY AT AN ANGLE OF 89 DEGREES 46 MINUTES 12 SECONDS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, AND ALONG A FENCE LINE, 1085.59 FEET TO AN IRON PIPE IN THE WEST LINE OF A FENCED LANE; THENCE NORTH ALONG THE WEST LINE OF SAID FENCED LANE AND ITS NORTHERLY EXTENSION, AND AT AN ANGLE OF 88 DEGREES 28 MINUTES 51 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE, 2234.46 FEET TO THE CENTER LINE OF U.S. ROUTE 20; THENCE NORTHWESTERLY ALONG SAID CENTER LINE, 1157.58 FEET TO A POINT OF INTERSECTION WITH THE CENTER LINE OF A PUBLIC ROAD (JOHNSON ROAD); THENCE SOUTH ALONG SAID CENTER LINE, 3499.21 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF SECTION 33 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 33, 1326.91 FEET TO THE PLACE OF BEGINNING ALL IN MARENGO TOWNSHIP, MCHENRY COUNTY, ILLINOIS.

#7f

EXHIBIT B  
To Annexation Agreement – Nelligan

ORDINANCE 18-\_\_\_\_\_

*An Ordinance Amending the Marengo Zoning Code to  
Add A Ground-Mounted Solar Energy System (or Solar Farm)  
as a Special Use in the ER Estate Residential District*

BE IT ORDAINED by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: Section 3 of the Code shall be amended to add the following term and definition:

**Solar Farm:** A solar energy system or systems consisting of one or more solar panels which is or are ground mounted, but which is or are not attached to another structure or building, and which shall operate for a term not to exceed 40 years.

SECTION 2: Section 10.02.5 of the Marengo Zoning Code, which sets forth those special uses in the ER Estate Residential District shall be amended to add a subsection e. as follows:

e. Solar Farm.

SECTION 3: Section 15. Special Uses, of the Marengo Zoning Code shall be amended to add a new subsection as follows:

15.03 **SOLAR FARM**

A. All Solar Farm special use permits shall be subject to the following standards and regulations:

1. *Setback.* The Solar Farm above ground components must be set back at least 25 feet from all property lines. However, for any Solar Farm above ground improvements including, but not limited to, fences or solar panels, abutting a state route, the Solar Farm above ground components shall be set back 150 feet from the centerline of such state route. In addition, Solar Farm above ground components must be set back at least 50 feet from the centerline of any non-state route right-of-way.
2. *Visual Screening.* Ground-mounted mechanical equipment that is visible outside the perimeter of the property on which the Solar Farm is located must be screened from view of roads and dwelling units located within 1,000 feet of the Solar Farm in accordance with the provisions of this subsection. Required screening and berms shall be located within required setbacks, but outside of any paved road surface on land dedicated to the City by the owner, and must comply with one of the following options or a similar alternative approved by the City Council at the time of special use permit approval as follows:

- a. A landscaped area at least ten feet in width with at least one shrub per five linear feet, plus at least one evergreen tree per 25 linear feet of perimeter area. Shrubs must be at least three feet in height at the time of planting. Evergreen trees must be at least 5 feet in height at the time of planting; *or*
- b. A landscaped area at least ten feet in width with a solid wall or privacy fence with a minimum height of 8 feet. At least one evergreen tree is required per 30 linear feet of the fence or wall.

In addition, a landscaped berm of at least five feet in height may be installed in the required setback area relative to any adjacent parcel on which a residence is situated. Such berm shall be landscaped with one evergreen with a minimum height of five feet every 25 linear feet.

Every evergreen in the landscaped area described in 2(a) or 2(b) above, at the time of planting, shall be at least five feet in height. In the event that a shrub or tree dies within any such landscaped area, such shrub or tree shall be promptly replaced by the then owner of the subject property, weather permitting. No portion of the landscaped area or berm shall be situated within any right of way.

3. *Glare.* The solar energy system utilized must be designed, constructed and sited to insure glare or reflections on adjacent properties and roadways will not materially and negatively impact the use of such adjacent properties and roadways by their owners and travelers and to not interfere with traffic, including air traffic, or otherwise create a safety hazard. In the event that glare concerns are documented and presented to the City following commercial operation, the Solar Farm owner will take actions to address those concerns, including adding landscaping or privacy fencing as necessary or otherwise modifying the project site to address such concerns.
4. *Soil and Ground Cover.*
  - a. Top soils shall not be removed from the site during development unless the removal is expressly approved as part of the special use permit.
  - b. Perennial vegetative ground cover must be maintained or established in all areas containing a solar energy system and in required setbacks to prevent erosion and manage stormwater run-off. The ground cover shall also include an area that is suitable habitat for pollinators such as bees.
5. *Compliance with Endangered Species Laws.* The applicant shall be in compliance with federal and state laws regarding endangered species.
6. *Lighting.* A Solar Farm may not be artificially illuminated, unless required by the FAA or other applicable government agency or authority or approved by the City as part of the special use process. If lighting is approved by the City, such lighting

shall be limited to that required for safety and operational purposes and shall be reasonably shielded from abutting properties. Lighting of the solar panels shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

7. *Underground Utilities.* On-site power lines communications and utility connections must be placed underground unless expressly provided otherwise in the text of the body of the ordinance granting the special use permit. Such undergrounding requirement includes but is not limited to those power, communication or other lines running between banks of solar panels, but does not include transmission lines and interconnection facilities that will be used by the Solar Farm to connect to electric lines, electric substations or interconnections with buildings.
8. *Signage.* Any sign on a Solar Farm shall comply with the City's sign ordinances. A sign consistent with the City's sign ordinance shall be required to identify the owner and provide a 24-hour emergency contact phone number.

Solar panels shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar panels.

9. *Abandonment and Decommissioning.* A Solar Farm that (a) fails to transmit any energy to the electric distribution system within any period of twelve or more consecutive months and (b) where the owner/operator is not pursuing the repair of such Solar Farm will be presumed to have been abandoned. If the City reasonably believes an abandonment to have occurred in accordance with the prior sentence, the City shall provide written notification of such belief to the owner/operator and the owner/operator shall have thirty (30) days after receipt of such written notice to reply to such notification with evidence refuting such contention. In the event the owner/operator fails to refute such contention within such thirty-day period, the City may presume that the Solar Farm has been abandoned unless, prior to the City (i) accessing any cash or letter of credit posted by owner as security for the decommissioning or (ii) taking over and commencing the decommissioning, the City is provided with clear and convincing evidence otherwise.
  - a. Any Solar Farm that has been abandoned must be decommissioned and removed within 180 days.
  - b. Decommissioning must consist of:
    - i. Physical removal of all solar panel installations, structures, foundations, equipment, security barriers or fences and transmission lines from the site to a depth below grade of three (3) feet.
    - ii. Recycling or disposal of all solid and hazardous waste in accordance with local, state, and federal regulations.

iii. Stabilization, restoration and/or re-vegetation of the site.

The Zoning Administrator is authorized to allow the owner or operator to leave landscaping or designated foundations three (3) feet or less below grade in place in order to minimize erosion and disruption to vegetation.

c. Decommissioning Plan.

- i. A decommissioning plan prepared by a qualified engineering firm outlining the anticipated means and costs of removing the Solar Farm must be submitted with the building permit application associated with the special use permit application.
- ii. The decommissioning plan shall ensure that the owner or operator properly removes the equipment and facilities upon the end of project life or after their useful life. The plan must include provisions for the removal of all structures and foundations, the removal of all electrical transmission components and the restoration of soil and vegetation in accordance with this section.
- iii. The owner/operator must provide a present-day decommissioning cost estimate and identify the parties responsible for decommissioning. This estimate will include the cost to remove equipment, less applicable salvage values.
- iv. The owner/operator must submit a summary of the decommissioning plan to all property owners owning properties adjacent to the Solar Farm site. Before issuance of a special use permit, the owner/operator of the Solar Farm must provide to the City Administrator a certificate signed by the Solar Farm owner certifying that a summary of the decommissioning plan has been sent by certified mail to all of such property owners. In addition, prior to the issuance of a building permit for construction of a Solar Farm on all, or a portion, of the property, the City shall require cash in an escrow account or an irrevocable letter of credit, in an amount equal to 125% of the present-day decommissioning cost estimate provided by the owner/operator under Section 15.03.A.9.c.iii., designating the City as beneficiary, issued by a financial institution with an office in Illinois upon which the letter of credit may be drawn and substantially in the form attached hereto as Exhibit A or otherwise in a form approved by the City attorney. The letter of credit shall provide that the City may draw upon the funds upon the occurrence of any of the following events: i) a breach or failure by the owner or operator to complete all or a portion of such plan; or ii) a material breach or failure to comply with any requirement or condition of any zoning ordinance relative to a Solar Farm on the subject property; or iii) such letter of credit is about to expire and has not been, or will not automatically be, renewed; provided, however, that such draw shall not occur in the event of items (i) and (ii)

above unless owner has failed to cure such breach or failure within fifteen (15) days of being notified in writing by the City of such breach or failure. The City may also draw upon such letter of credit to compensate any adjacent property owner for property proven to have been damaged as a direct result of a drain tile on the subject property being damaged by the owner/operator of the subject property. In the event that a letter of credit rather than a cash escrow is utilized, such irrevocable letter of credit shall be renewed by the owner of the subject property or operator of the Solar Farm without interruption for the term of the special use permit. In the event that such letter of credit lapses, such lapse shall result in the revocation of the special use permit for the Solar Farm by the City if not remedied within fifteen (15) days of the City notifying the owner of such lapse or thirty (30) days of such lapse.

10. *Monitoring and Maintenance.* The owner/operator of the Solar Farm is responsible for keeping the Solar Farm in a safe, sound and well-maintained condition, including painting, grounds keeping, structural repairs, internal access drives and the integrity of security measures. The owner of the Solar Farm will certify to the City at the start of commercial operations that the Solar Farm is in compliance with the Site Plan, and its operation will comply with all federal, state and local regulations in effect at that time.

11. *Avoidance and Mitigation of Damages to Public Infrastructure*

a. *Roads.* If the subject property is adjacent to a state route, such state route shall be used for the purpose of transporting components and equipment for construction, operation or maintenance of the Solar Farm. The owner/operator shall obtain applicable permits from the applicable highway authority prior to construction or as needed to remain in compliance with all state laws and regulations.

b. *Existing Road Conditions.* The owner/operator must conduct a pre-construction survey in coordination with the applicable highway authority to determine the condition of existing roads within the City that will be utilized by the Solar Farm. The pre-construction survey must include photographs and a written agreement to document the condition of the roads and applicable public facilities. The owner/operator is responsible for reasonable ongoing road maintenance and dust-control measures identified by the applicable highway authority for all vehicles used for construction of the Solar Farm during all phases of construction and installation. The owner/operator shall conduct, within 30 days of completing construction, a second video survey of all existing roads used by the Solar Farm for construction activities. Prior to starting construction, the owner/operator shall deliver or have delivered to the City a letter of credit or cash escrow in the amount of Twenty Thousand Dollars (\$20,000.00) as security for the City to cover, in the event of a failure of the owner/operator to meet its obligations, the costs of the City performing the obligations of the

owner/operator to make any necessary road repairs to the existing roads used by the Solar Farm for construction activities required due to the impact of such construction activities on such roads. Such letter of credit or cash escrow shall serve as the sole source and amount from owner/operator to cover the costs incurred by the City for its undertaking any such future road repairs to existing roads required due solely to Solar Farm construction activities that the owner/operator has failed to perform. The City shall release such letter of credit or cash escrow with any unused amounts remaining thereon or therein upon completion of any such necessary road repairs.

c. *Drainage and Detention Systems.* The owner/operator is responsible for identifying the location of all drain tiles (or, alternatively, the information required in Section 15.03 B.2.d. as an alternative to a drain tile study), detention and subsurface drainage systems on the property and submitting such information to the City at the time of application. In addition, the applicant shall identify detention, drain tile (or, alternatively, the information required in Section 15.03 B.2.d.), or subsurface drainage systems that will be incorporated into the site stormwater permit and for preparing a plan for maintaining such drainage systems during construction and operation of the solar facility. Owner/operator is responsible for repairing, at all times, including but not limited to as part of decommissioning, any damage to drain tiles and other drainage systems that result from construction, operation, or maintenance of the Solar Farm.

12. *Financial Assurance.* The owner/operator must provide reasonable evidence of financial ability to construct the Solar Farm and all required improvements, as determined by the City Council at the time of special use permit approval.

13. *Height.* The height of any solar energy system, including panels, shall not exceed twelve feet and six inches as measured from adjoining grade at base to the highest elevation of the equipment, when oriented at maximum tilt position. This limitation does not apply to transmission lines and interconnection facilities or operations and maintenance facilities.

14. *Airports.* For solar units within 500 feet of an airport or within approach zones of an airport, the applicant must complete and provide the results of the Solar Glare Hazard Analysis Tool (SGHAT) for the Airport Traffic Control Tower cab and final approach paths. Solar farms shall not be located adjacent to or within a control zone of any airport.

B. All applications for special use permit approval for a Solar Farm shall include the customary submittal requirements for special use permit applications. In addition, the following information and documentation listed below must be submitted by the later of the date of the submittal of the application for special use or the date of the City Council's having approved this Ordinance.

1. A project description – Applicant shall provide a general description of the project, which will be subject to revision prior to application for the project building permit. Such description shall include the total generating capacity, the equipment manufacturer, the type and model of solar panels proposed, the number of solar panels, the nameplate generating capacity of each solar panel, the proposed height of each solar panel as installed and overall dimensions thereof.

2. Site plan, which may utilize or be based upon an ALTA survey, showing property lines and physical features, including roads, setbacks, floodplain (if applicable), buildings, the assumed location of solar panels, rights of way, and zoning district designation for the subject property and all abutting properties. Such site plan shall also include or be accompanied by the following:

- a. All existing and proposed underground and above ground utilities including but not limited to overhead electric lines on the Solar Farm site including any for the transmission of energy from the Solar Farm to any buyer.
- b. Ingress and egress from the site as proposed during construction and thereafter, which indicates the proposed road surface and cover on the subject property.
- c. Wetland boundaries.
- d. A drain tile study identifying existing drain tiles on the subject property, or, alternatively, a narrative and supporting evidence indicating to the satisfaction of the City Enforcement Officer that drain tiles are not likely to be present within the development site. This evidence may consist of:
  - i. Soil maps;
  - ii. Historic aerial photographs;
  - iii. Historic topographic maps; and
  - iv. Wetland maps.
- e. A signed reimbursement agreement, in a form approved by the City, which provides for an initial deposit of \$10,000 for the City's professionals fees associated with such application and review by the City
- f. Location and size of any abandoned wells or septic systems.
- g. Vertical elevation drawings.
- h. Number, location, and spacing of solar panels/arrays.
- i. Solar energy equipment schematic drawing.
- j. Identification of access to, and traffic control for, the project site, during construction and operation of the Solar Farm.

- k. Elevation drawing(s) (and/or photographs and/or architect's renderings) and site plan showing location, size and design details of Solar Farm, including but not limited to how the power generated will be delivered and proposed meter connections.
  - l. Endangered Species EcoCat and IDNR Consultation Termination.
  - m. IHPA consultation initiation in accordance with Section 20 ILCS 3420 (Illinois State Agency Historic Resources Preservation Act).
  - n. Natural Resources Inventory Report from McHenry County Soil and Water District.
  - o. ALTA survey and title report for the site.
  - p. Wetland boundary map/delineation reports with an U.S. Army Corps of Engineers jurisdictional determination letter.
  - q. A tree survey and tree preservation plan for trees within the site that are identified as significant either in the (1) Natural Resource Information Report from the SWCD, or (2) identified as an oak stand of high ecological significance by the McHenry County Conservation District.
  - r. Landscape plans.
  - s. Grading and excavation plan.
  - t. A map shall be provided identifying all offsite tributary areas. A calculation of flow depths on overland flow paths including all onsite and offsite tributary area is also required.
  - u. Stormwater management report shall identify volumes of depressional storage before and after improvement.
  - v. Easement documents (proposed and existing).
  - w. Sight distance studies for access points.
  - x. Phasing map or plan, as applicable.
- C. No Solar Farm shall be constructed, installed or modified as provided in this section without first obtaining a building permit. The application for a building permit for a Solar Farm must be accompanied by the fee required for a building permit. All applications for a building permit for a Solar Farm must include the information and documentation listed below in addition to the customary submittal requirements for a building permit.

All material modifications to a Solar Farm made after issuance of the required building permit shall require approval by the City.

1. Interconnection service agreement or evidence of filing required Interconnection service applications with the electric utility.
2. Operation and maintenance plan of the Solar Farm, including measures for maintaining safe access to the installation, dust control and maintenance plans for roads, stormwater controls, as well as general procedures for operation and maintenance of the Solar Farm.
3. Name, address and telephone number of the person, firm or corporation constructing and installing the Solar Farm.
4. Manufacturer specifications and installation methods of the solar panels, poles and racks and other major equipment and devices including: wattage capacity, dimensions of panels, mounting mechanisms and/or foundation details and structural requirements.
5. Evidence that the system shall conform to applicable industry standards including those of the American National Standards Institute (ANSI).
6. A certificate of compliance demonstrating that the equipment comprising the Solar Farm has been tested and approved by Underwriters Laboratories (UL) or other approved independent testing agency.
7. No Solar Farm shall be constructed, installed or modified as provided in this section without first obtaining a building permit. The application for a building permit for a Solar Farm must be accompanied by the fee required for a building permit.
8. The Solar Farm owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the local fire chief. All means of shutting down the Solar Farm shall be clearly marked. The owner or operator shall identify a responsible person by title for public inquiries throughout the life of the Solar Farm.
9. Description of the hours of operation for construction and maintenance of the facility, numbers of employees and type of traffic to be generated from the site (TIS).
10. Water usage impact study indicating any impact on county and city water resources.

11. Complaint Resolution Process – the applicant shall submit a process to review and address any complaints that may arise from neighboring property owners during the construction and operation of the Solar Farm.
12. Waste Disposal Plan – All solid waste generated from supplies, equipment, parts, packaging or operation of the facility shall be removed from the site in a timely manner and disposed of in an appropriate manner. Any hazardous waste generated by the facility including but not limited to lubricating materials shall be removed consistent with all local, state and federal rules and regulations.
13. Weed/grass control plan.
14. Signage plan – signs warning of the high voltage associated with the Solar Farm shall be posted at every entrance to the facility, at the base of all pad mounted transformers and substations. A sign that provides emergency contact information, such as phone number, shall be posted near the tower and the operations and maintenance building.
15. Fence Plan (8' minimum) with appropriate warning signage.
16. A fire protection plan for the construction and operation of the facility, and emergency access to the site.
17. A permanent, nonexclusive easement, in a form approved by the City, providing for a blanket ingress and egress easement in and upon the subject property in favor of the City allowing it, in its sole discretion, to i) remove all solar panel installations, structures, facilities, equipment, and security barriers or fences, as well as transmission lines from the subject property to a depth below grade of three feet; ii) remove and recycle or dispose of all solid or hazardous waste in accordance with local regulations, and state and federal law; and iii) stabilize, restore or re-vegetate the subject property and to restore the soil on the subject property if the Solar Farm is deemed abandoned in accordance with Section 15.03. A.9. Such easement shall be conveyed to the City no later than 30 days after expiration of a building permit for a Solar Farm. The sole purpose of the easement will be to enable the City, in the event the City determines in its reasonable discretion that there has been a material breach by the owner/operator in the implementation of the decommissioning plan for the subject property, to enter and exit the property in order to complete the decommissioning.
18. Stormwater Management Permit application including stormwater management report, drainage plan and erosion control plan.
19. Grant by warranty deed(s) with plats of dedication from the owner of the property to the appropriate governmental unit(s) dedicating a right-of-way from the center line of the road to three feet adjacent to the roadway adjacent to the subject property.

20. An encroachment, cooperation or similar agreement from owner of gas or other pipelines to grade over their pipeline.
21. A current general liability policy covering bodily injury and property damage naming the City as additional insured with limits of at least two million dollars per occurrence and four million dollars in aggregate.
22. Copy of NOI, copy of SWPPP for construction and post construction and copy of approved NPDES permit.
23. Structural Engineering plans for foundation and design of solar panels racking and support given local soil and climate conditions.
24. Storm sewer calculations.
25. Signed, sealed and dated Engineer's Opinion of Probable Construction Costs for infrastructure improvements relevant to stormwater management and municipal services.
26. Soils reports with logs.
27. IDOT approval, if required.
28. All material modifications to a Solar Farm made after issuance of the required building permit shall require approval by the City. Any material modification must be reviewed and acted upon by the City within a sixty (60) day period after being submitted by the owner to the City for approval.
29. The decommissioning plan required to be submitted pursuant to Section 15.03 A.9.c.

All other requirements of the ER Estate Residential District shall apply unless relief is provided by the City. In addition, the City may require as a condition of such special use that a development or annexation agreement be entered into by the parties.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor John Koziol

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Z:\MMarengo\Solar Farm\ExhibitBTextAmendOrdNelligan.docx

CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Ordinance entitled *An Ordinance Amending the Marengo Zoning Code to Add A Ground-Mounted Solar Energy System (or Solar Farm) as a Special Use in the ER Estate Residential District*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 18-\_\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the \_\_\_\_\_ day \_\_\_\_\_, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

EXHIBIT C  
To Annexation Agreement – Nelligan

ORDINANCE 18-\_\_\_\_ - \_\_\_\_

*An Ordinance Amending the Marengo Zoning Code and  
Map for the Property Owned by Marengo Solar, LLC*

SECTION 1: Whereas, A hearing was held before the Planning and Zoning Commission at which hearing Marengo Solar, LLC requested, subject to the conditions and provisions of the Annexation Agreement, an amendment to the Marengo Zoning Map to include the property depicted on the legal description attached hereto as Exhibit A (“Subject Property”), as ER Estate Residential, with a special use for a Solar Farm, for a term of forty-years.

Now, therefore, be it ordained, by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, that, upon annexation of the Subject Property to the City of Marengo, the Subject Property shall be classified as ER Estate Residential, with a special use permit to be issued, in compliance with the applicable annexation agreement and zoning regulations, for a Solar Farm, for a term of forty-years.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor John Koziol

(SEAL)

ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Z:\MMarengo\Solar Farm\ExhibitCZoningERNelligan.doc

## CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Ordinance entitled *An Ordinance Amending the Marengo Zoning Code and Map for the Property Owned by Marengo Solar, LLC*, was duly passed by the Mayor and City Council of the City of Marengo.

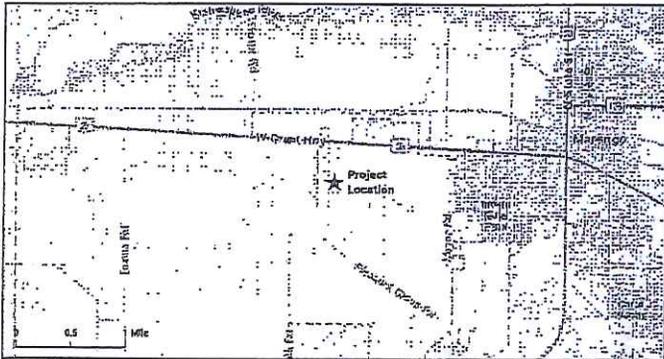
The pamphlet form of Ordinance No. 18-\_\_\_\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the \_\_\_\_\_ day \_\_\_\_\_, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

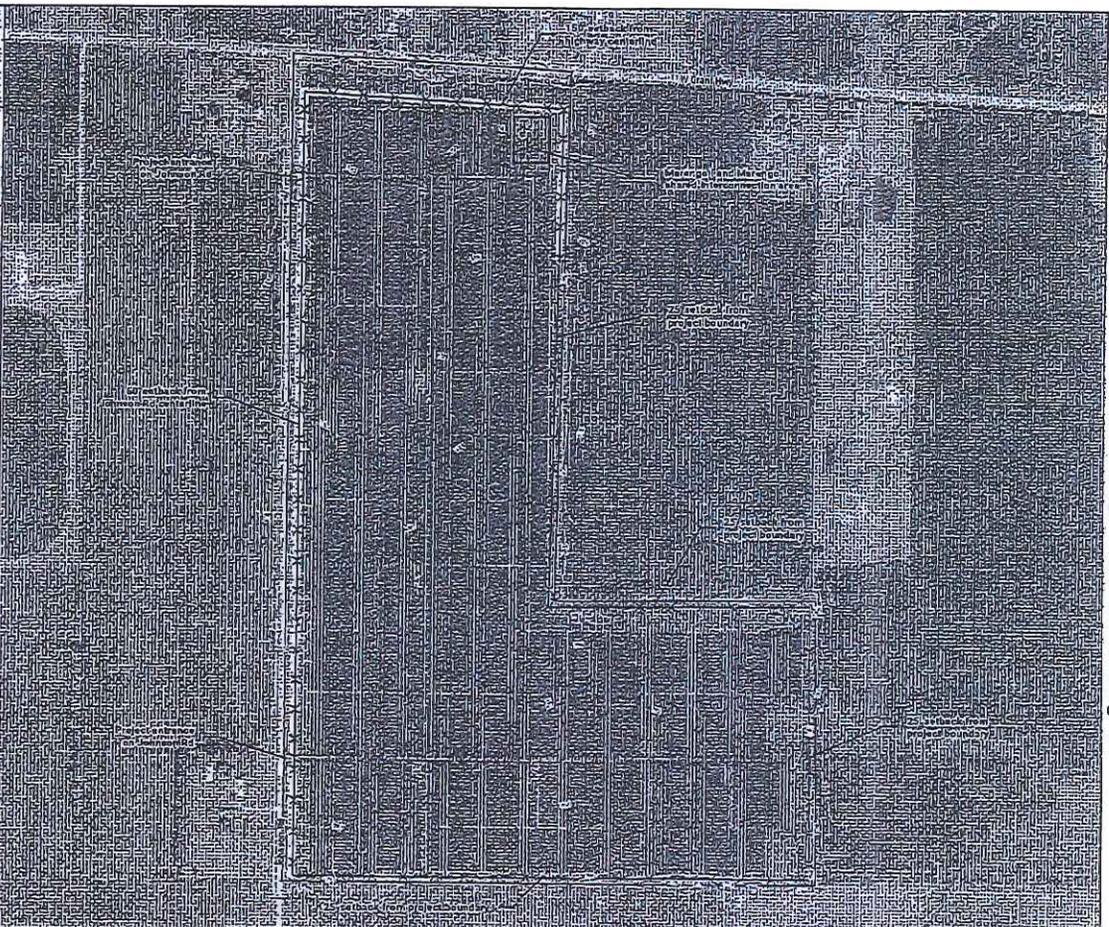


**SITE DATA:**

**Project Name:** Marengo Solar II  
**Pol #:** 11-20-200-006, 11-20-468 004, 11-04-300-008  
**Location:** Sections 4, 20, 24, Township 43 S - 44 N, Range 5 East  
**Current Zoning:** Residential, McHenry County  
**Proposed Future Jurisdiction:** City of Marengo  
**Property Owner:** Nelligan Investments, LLC  
**Future Property Owner:** Marengo Solar, LLC  
**Property Address:** Johnson Rd, Marengo, IL 60152  
**Acres:** Approximately 130 acres  
**Process:** Renewable Capacity 22.5 megawatt (MW)  
**Equipment:** Photovoltaic (PV) solar panels on single-axis trackers

**NOTES:**  
 The plan is submitted as part of the Special Use Application provided to the City of Marengo to construct a solar energy facility City of Marengo.

- The current McHenry County zoning for the subject property is R-1.
- The existing land use is agricultural.
- The subject property will be zoned Single Residential (S1) upon annexation to the City of Marengo.
- The project seeks a Special Use Permit to construct/operate a solar farm in an Estate Residential district.
- There are no existing structures on the site.
- Marengo Solar, LLC is proposing to construct a utility-scale solar energy facility on its Property. The proposed project will consist of ground mounted photovoltaic panels and electrical infrastructure, access roads, and security fencing.
- Ingrace and spread over the site will be from Johnson Road during construction and thereafter.
- The site is not located within a Federal Emergency Management Agency (FEMA) Floodplain (Zone A or Zone AE) as shown on the McHenry County, Illinois Flood Insurance Rate Map.
- There are no known wells or septic systems on the site.
- The location of the proposed project improvements are preliminary and subject to change based on revised specifications or construction.
- A low growth, native perennial plant community will be established which will require minimal maintenance. This vegetative cover will be both beneficial to species, such as pollinators, and will reduce stormwater runoff and soil erosion of the site.
- The Project has completed a Stormwater Management Plan meeting the requirements of the McHenry County Stormwater Ordinance. The construction phase of the Project will implement stormwater best management practices, and the established plan will be adhered to in order to meet County requirements for operations throughout the life of the Project.
- Solar farm above ground components will be set back at least 25 feet from all property lines, 150 feet from the centerline of US Hwy 20/W Grant Hwy (to state route), and 50 feet from the centerline of Johnson Road (to state route).
- The project will have a landscaped area at least ten feet in width with at least one shrub per five linear feet, plus at least one evergreen tree per 25 linear feet of perimeter area to be proposed along Johnson Road, US Hwy 20/W Grant Hwy, and along the northeastern portion of the site. Shrubs will be at least three feet in height at the time of planting, and evergreen trees will be at least five feet in height at the time of planting.
- Proposed easements for future utilities benefiting the City of Marengo may be located in the ~27 feet between the edge of Johnson Road and the proposed landscaped area and in the ~124 feet between the edge of US Hwy 20/W Grant Hwy and the proposed landscaped area.



3123 South Maple Expressway, Suite 223  
 Aurora, IL 60014 | 630-222-3325  
 www.energyrenewalpartners.com

**ENERGY RENEWAL PARTNERS, LLC**

**LEGEND**

Project Boundary	Inverter	Proposed Above Ground Utility Connection
Project Fence	Gravel Road Outline (20')	Landscaping
Solar Panel	Right-of-Way Line	Ground Elevation Contour

**Marengo Solar, LLC**  
**Marengo Solar II**  
 Concept Plan

Project Location: McHenry County, Illinois

**FIGURE 1**

Prepared by: J. Houtz      Date: 2016-06-19

EXHIBIT E  
To Annexation Agreement – Nelligan

Issuing bank (To be approved by the City of Marengo)

DATE AND PLACE OF ISSUE: (INSERT DATE), CHICAGO, ILLINOIS

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

BENEFICIARY

The City of Marengo, Illinois  
ATTN: City Administrator  
132 E Prairie Street  
Marengo, Illinois 60152

APPLICANT

Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Stated Amount: [INSERT COLLATERAL AMOUNT]

Effective Date: \_\_\_\_\_

Ladies and Gentlemen,

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN FAVOR OF THE CITY OF MARENGO, ILLINOIS (the “Beneficiary”) FOR THE ACCOUNT OF MARENGO SOLAR, LLC for amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as set forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in the form of Attachment 1 attached to this Letter of Credit and signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to *[insert address information]*, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile ( ) \_\_\_\_\_, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Eastern Time on any Business Day, payment will be made not later than 3:00 P.M. Eastern Time on the second Business Day and if a draw request is so presented to us after 11:00 A.M. Eastern Time on any Business Day, payment will be made on the third succeeding Business Day not later than 1:00 P.M. Eastern Time. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, "**Business Day**" means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois.

This Letter of Credit shall be automatically extended without a written amendment hereto for a period of one (1) year after the Effective Date ("Expiry Date") and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date we notify you by registered mail or courier that we elect not to extend the Expiry Date of this Letter of Credit for such additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, no later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

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

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

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

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES PUBLICATION NO. 590 OF THE INTERNATIONAL CHAMBER OF COMMERCE, (THE "ISP"), EXCEPT TO THE EXTENT THAT TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP, IN WHICH CASE THE TERMS OF THE LETTER OF CREDIT SHALL GOVERN. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK TO THE EXTENT THAT THE TERMS OF THE ISP ARE NOT APPLICABLE; PROVIDED THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE ISP AND SUCH ILLINOIS LAWS, THE ISP SHALL CONTROL.

Issuing Bank

BY: .....

BY: .....

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

Z:\M\Marengo\Solar Farm\ExhibitENelligan.docx

Attachment 1

DRAW REQUEST

ISSUING BANK

Copy to:  
Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Ladies and Gentlemen,

The undersigned [*insert title*] on behalf of The City of Marengo, Illinois (the “**Beneficiary**” hereunder) hereby requests a draw in the amount of USD .....(this “**Draw**”) against the Irrevocable Letter of Credit \_\_\_\_\_ dated \_\_\_\_\_, 201 \_\_, (the “**Letter of Credit**”), issued by [INSERT BANK NAME] in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that [Use A, B and/or C, and E-G]:

- A) This Draw is authorized by the Letter of Credit.
- B) Beneficiary has failed to pay to Beneficiary the fees (the “**Annexation Fees**”) required to be paid under Section B. 9. of that certain Annexation Agreement made and entered into on June \_\_, 2018 by and between the Beneficiary and Marengo Solar, LLC (“**Marengo**”) (the “**AA**”) with respect to a property owned by Marengo and located on the property formerly owned by Richard L Johnson and Judith L. Feddema.
- C) Beneficiary has received written notice from the Issuing Bank that the Letter of Credit will not be extended beyond the current Expiry Date.
- D) Beneficiary has given notice to Marengo of its failure to pay the Annexation Fees when due and such failure constitutes a default under the AA.
- E) All applicable cure periods, if any, set forth in the AA have passed and Marengo has not cured the default related to its failure to pay the Annexation Fees.
- F) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.
- G) You are directed to make payment of this Draw to .....

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The City of Marengo, Illinois  
as Beneficiary

By:  
Name:  
Title:

**EXHIBIT F – Plat of Dedication**  
**To Annexation Agreement – Nelligan**

**EXHIBIT G**  
**To Annexation Agreement – Nelligan**

Issuing bank (To be approved by the City of Marengo)

DATE AND PLACE OF ISSUE: (INSERT DATE), CHICAGO, ILLINOIS

IRREVOCABLE STANDBY LETTER OF CREDIT NO.

**BENEFICIARY**

The City of Marengo, Illinois  
ATTN: City Administrator  
132 E Prairie Street  
Marengo, Illinois 60152

**APPLICANT**

Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Stated Amount: [INSERT COLLATERAL AMOUNT]

Effective Date: \_\_\_\_\_

Ladies and Gentlemen,

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT IN FAVOR OF THE CITY OF MARENGO, ILLINOIS (the “Beneficiary”) FOR THE ACCOUNT OF MARENGO SOLAR, LLC for amounts, which, when aggregated with prior draws, do not exceed the Stated Amount (as shown above). The Stated Amount may be increased or reduced or reinstated from time to time as set forth in this Letter of Credit. We shall make funds available to you against presentation of a dated and appropriately completed draw request in the form of Attachment 1 attached to this Letter of Credit and signed by the Beneficiary. This Letter of Credit is effective immediately.

Each draw request and all communications with respect to this Letter of Credit shall (i) be in writing and addressed to *[insert address information]*, (ii) refer to this Letter of Credit, and (iii) be delivered in person or by certified mail or by facsimile ( ) \_\_\_\_\_, or by overnight delivery service. If a draw request is presented in strict compliance with the terms of this Letter of Credit by 11:00 A.M. Eastern Time on any Business Day, payment will be made not later than 3:00 P.M. Eastern Time on the second Business Day and if a draw request is so presented to us after 11:00 A.M. Eastern Time on any Business Day, payment will be made on the third succeeding Business Day not later than 1:00 P.M. Eastern Time. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as may be designated by a Beneficiary in the applicable draw request.

As used in this Letter of Credit, “Business Day” means any day other than a Saturday, Sunday, national or state holiday or other day on which commercial banks are authorized or required to close under the laws of the State of Illinois.

This Letter of Credit shall be automatically extended without a written amendment hereto for a period of one (1) year after the Effective Date ("Expiry Date") and on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date we notify you by registered mail or courier that we elect not to extend the Expiry Date of this Letter of Credit for such additional period.

In the event that a draw request fails to comply with the terms of this Letter of Credit, we shall, no later than the next Business Day, notify the Beneficiary in writing, specifying with particularity the reasons therefore. Such notice shall be delivered in person or sent by overnight delivery or sent by facsimile transmission to the Beneficiary. Upon being notified that a draw request was not effected in compliance with this Letter of Credit, the Beneficiary may attempt to correct such non-complying draw request in accordance with the terms of this Letter of Credit.

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

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

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

We hereby agree with you that documents presented under and in conformity with the terms and conditions of this Letter of Credit will be duly honored on presentation if presented on or before the expiration date of this Letter of Credit. If, within three (3) business days of the date any demand is made in conformity with this Letter of Credit is presented, we fail to honor the same, we agree to pay all attorneys' fees, court costs, and other expenses incurred by the Beneficiary in enforcing the terms of this Letter of Credit.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNATIONAL STANDBY PRACTICES PUBLICATION NO. 590 OF THE INTERNATIONAL CHAMBER OF COMMERCE, (THE "ISP"), EXCEPT TO THE EXTENT THAT TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE ISP, IN WHICH CASE THE TERMS OF THE LETTER OF CREDIT SHALL GOVERN. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK TO THE EXTENT THAT THE TERMS OF THE ISP ARE NOT APPLICABLE; PROVIDED THAT, IN THE EVENT OF ANY CONFLICT BETWEEN THE ISP AND SUCH ILLINOIS LAWS, THE ISP SHALL CONTROL.

Issuing Bank

BY: .....

BY: .....

AUTHORIZED SIGNATURE    AUTHORIZED SIGNATURE

Z:\M\Marengo\Solar Farm\ExhibitGNelligan.docx

The undersigned hereby certifies that the information furnished herein is true and correct to the best of his knowledge and belief, and that he is duly qualified to execute and verify the same.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[Signature]

Attachment 1

DRAW REQUEST

ISSUING BANK

Copy to:

Marengo Solar, LLC  
100 Brickstone Square, Suite 300  
Andover, MA 01810

Ladies and Gentlemen,

The undersigned *[insert title]* on behalf of The City of Marengo, Illinois (the “Beneficiary” hereunder) hereby requests a draw in the amount of USD .....(this “Draw”) against the Irrevocable Letter of Credit \_\_\_\_\_ dated \_\_\_\_\_, 201\_\_, (the “Letter of Credit”), issued by [INSERT BANK NAME] in favor of the Beneficiary. Any capitalized term used but not defined herein shall have the meaning given to such term in the Letter of Credit.

In connection with this Draw, the Beneficiary hereby certifies, represents and warrants that [Use A, B and/or C, and/or D, and E-I]:

- A) This Draw is authorized by the Letter of Credit.
- B) The Solar Farm as defined in the City of Marengo, Illinois Ordinance 18- \_\_\_\_ (“Ordinance”) owned by Marengo Solar, LLC (“Marengo”) and located on the property formerly owned by Richard L Johnson and Judith L. Feddema (“Solar Farm”) has been deemed “abandoned” as defined in the applicable Annexation Agreement or Ordinance.
- C) Marengo has failed to decommission the Solar Farm as required in the Ordinance.
- D) Beneficiary has received written notice from the Issuing Bank that the Letter of Credit will not be extended beyond the current Expiry Date.
- E) Beneficiary has given notice to Marengo of its failure to comply with its obligations related to decommissioning set forth in the Ordinance and such failure constitutes a default under the Ordinance.
- F) All applicable cure periods, if any, set forth in the Ordinance have passed and Marengo has not cured the default related to its decommissioning obligations in the Ordinance.
- G) The Beneficiary has determined that it will need to undertake decommissioning activities on the Solar Farm and by reason thereof the Beneficiary is entitled to the amount demanded.
- H) This Draw request, when aggregated with all prior draws under the Letter of Credit, does not exceed the Stated Amount.

.  
I) You are directed to make payment of this Draw to .....

.  
IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

.  
The City of Marengo, Illinois  
as Beneficiary

.  
By:  
Name:  
Title:



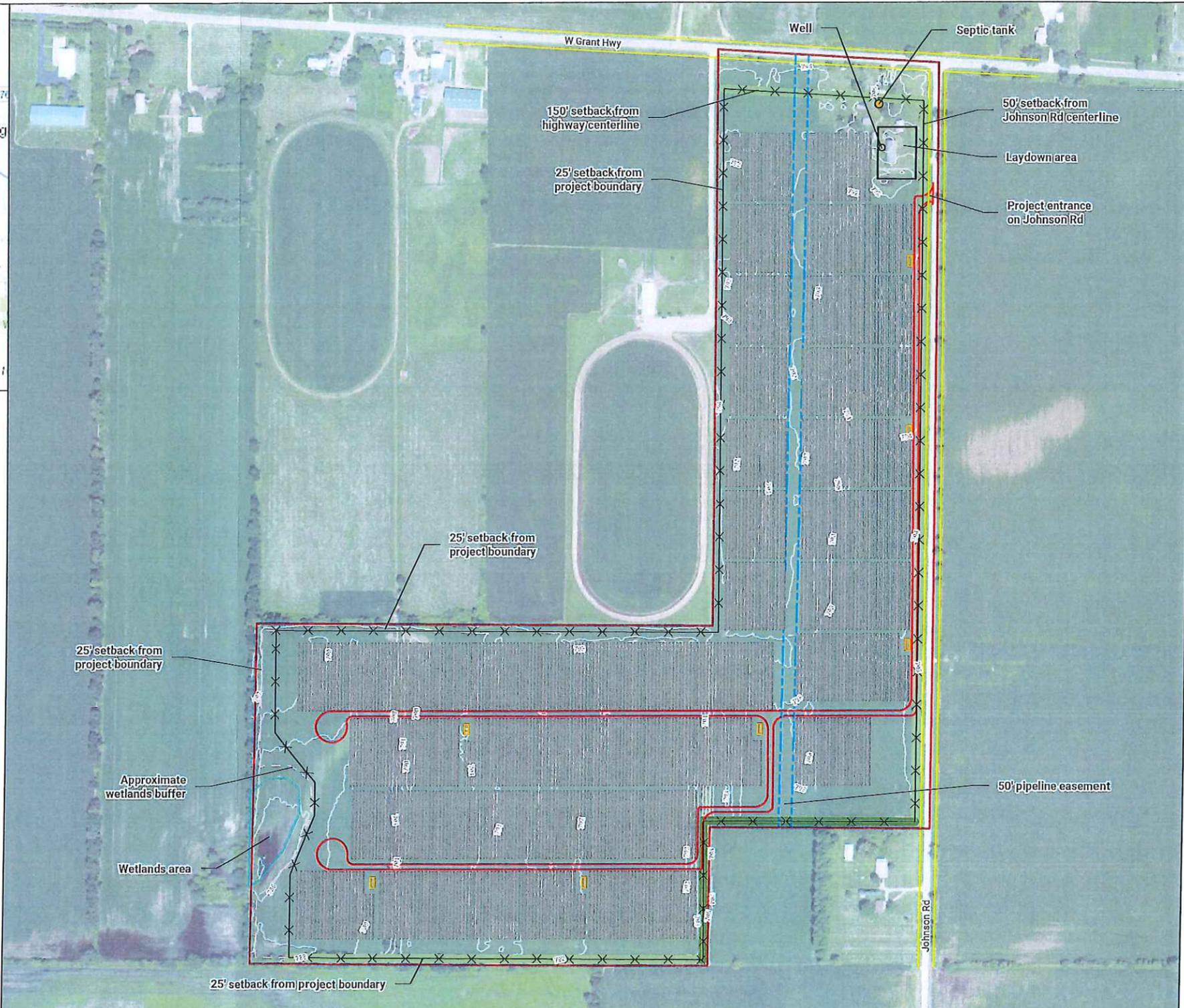
**SITE DATA:**

Project Name: Marengo Solar I  
 PIN #: 11-33-400-009, 11-33-400-006, 11-33-300-006  
 Location: Section 33, Township 44 North, Range 5 East  
 Current Zoning Jurisdiction: McHenry County  
 Proposed Future Jurisdiction: City of Marengo  
 Current Property Owner: Judith Feddema and Richard Johnson  
 Future Property Owner: Marengo Solar, LLC  
 Property Address: 23317 W Grant Hwy, Marengo, IL 60152  
 Acres: Approximately 113 acres  
 Proposed Nameplate Capacity: 17.5 megawatt (MW)  
 Equipment: Photovoltaic (PV) solar panels on single-axis trackers

**NOTES:**

The plan is submitted as part of the Special Use Application provided to the City of Marengo to construct a solar energy facility City of Marengo.

- The current McHenry County zoning for the subject property is A-1.
- The existing land use is agricultural.
- The subject property will be zoned Estate Residential (ER) upon annexation to the City of Marengo.
- The project seeks a Special Use Permit to construct/operate a solar farm in an Estate Residential district.
- There is an abandoned farmhouse and associated farming structures in the northeast corner of the Site. The Project intends to remove these structures in accordance with all local, state, and federal laws.
- Marengo Solar, LLC is proposing to construct a utility-scale solar energy facility on the Property. The proposed Project will consist of ground mounted photovoltaic panels and electrical infrastructure, project gravel roads, and security fencing.
- Ingress and egress from the Site will be from Johnson Road during construction and thereafter.
- The Site is not located within a Federal Emergency Management Agency (FEMA) floodplain (Zone A or Zone AE) as shown on the McHenry County, Illinois Flood Insurance Rate Maps. The Project will maintain a 50-foot buffer around the approximately 1.3 acre wetland area located in the southwest portion of the Site.
- There is one abandoned well and a septic system of unknown size associated with the farmhouse.
- The locations of the proposed project improvements are preliminary and subject to change based on revised specifications or constraints.
- A low growth, native perennial plant community will be established which will require minimal maintenance. This vegetative cover will be both beneficial to species, such as pollinators, and will reduce stormwater runoff and soil erosion at the Site.
- The Project has completed a Stormwater Management Plan meeting the requirements of the McHenry County Stormwater Ordinance. The construction phase of the Project will implement stormwater best management practices, and the completed plan will be adhered to in order to meet County requirements for operations throughout the life of the Project.
- Solar farm above ground components will be set back at least 25 feet from all property lines, 150 feet from the centerline of US Hwy 20/W Grant Hwy (a state route), and 50 feet from the centerline of Johnson Road (non-state route right-of-way).
- The project will have a landscaped area at least ten feet in width with at least one shrub per five linear feet, plus at least one evergreen tree per 25 linear feet of perimeter area is proposed along Johnson Road, US Hwy 20/W Grant Hwy, and along the southern boundary of the Site. Shrubs will be at least three feet in height at the time of planting, and evergreen trees will be at least five feet in height at the time of planting. A wooden privacy fence at least eight feet in height with one evergreen tree per 30 linear feet of fencing is proposed in the southeast corner of the site.
- Prospective easements for future utilities benefitting the City of Marengo may be located in the ~27 feet between the edge of Johnson Road and the proposed landscaped area and in the ~126 feet between the edge of US Hwy 20/W Grant Hwy and the proposed landscaped area.



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 www.energyrenewalpartners.com

**ERP**  
 ENERGY RENEWAL PARTNERS, LLC

**LEGEND**

Project Boundary	Gravel Road Outline (20')	Landscaping
Project Fence	Easement Boundary	Landscaping and Wood Fencing
Solar Panel	Right-of-Way Line	Ground Elevation Contour
Inverter	Approx. Wetlands Boundary	

Marengo Solar, LLC  
**Marengo Solar I**  
 Concept Plan

Project Location: McHenry County, Illinois

**FIGURE 1**

Prepared by: J. Hobbs | Date: 2018-06-19

# 7b-f

March 19, 2018 Planning & Zoning Minutes

**City of Marengo  
Planning & Zoning Commission Meeting  
Council Chambers  
132 E. Prairie Street  
Marengo, IL 60152  
March 19, 2018  
7:00 P.M.**

**CALL TO ORDER**

Commission Chairman Mike Bieniek called the Meeting of the Planning & Zoning Commission to order at 7:12 P.M.

**PLEDGE OF ALLEGIANCE**

Mr. Bieniek led everyone in the Pledge of Allegiance.

**ROLL CALL**

Present this evening are Commissioners Bieniek, Piwonka, Varney, Hunt, Gieseke, and Brackmann. Also present were City Administrator Joshua Blakemore, Attorney Michael Smoron and Deputy City Clerk Anna Leyrer. Commission Member Mazurkiewicz was absent.

**APPROVAL OF MINUTES**

Commission member Varney made a motion, seconded by Commission member Gieseke to approve the **August 21, 2017** Planning and Zoning Minutes. The motion passed with aye votes from Commission members Bieniek, Brackmann, Piwonka, Gieseke, Varney, and Hunt.

**NEW BUSINESS**

**Public Hearing-** Proposed Zoning Text Amendment and Recommendation to the City Council Regarding the Addition of Ground-Mounted Solar Energy Systems as a Special Use in the ER Estate Residential Zoning District.

**Public Hearing-** Special Use Permit Application for a Ground-Mounted Solar Energy System as a Special Use in the ER Estate Residential Zoning District for 1.) 23317 W. Grant Highway, Consisting of Roughly 116 Acres Located South of Route 20 and West of Johnson Road and 2.) Roughly 120 Acres Located South of Route 20 and East of Johnson Road and Recommendation to the City Council.

Commissioner Bieniek opened the Public Hearing at 7:15 p.m. Attorney Smoron swore in all parties that wanted to speak. Commissioner Bieniek then introduced the petitioners Attorney, Jay Filler with Filler and Associates Law Offices. Mr. Filler gave a brief explanation of the project and introduced the petitioners; Reed Wills with SunEast Development and Candace Ward with Energy Renewal Partners. Mr. Reed explained that Marengo Solar is the project company. SunEast Development and Energy Renewal Partners have many other projects throughout the Country. He explained the benefits that the City and its residents would see, like new tax revenue, supporting the local economy, being an economic development platform to attract other businesses, and future

agricultural benefits. He expanded on the benefit that solar energy is an attractive asset for big corporations and also stated that the possibility of placing a small scale solar facility at the City's Wastewater Treatment Plant, in lieu of annexation fees, was being discussed. He stated that the project would produce very little traffic, noise and emissions and that there is very little impact on the land. Most times, after the life of the solar units, they are removed and the land can be returned to the prior use and that the project has a very light footprint. He stated that the project would utilize the local ComEd Substation and that there is a map in the materials handed out that shows where the existing and proposed/new utility poles would be located and that expectations are that the utility poles would be standard poles, not big towers. Mr. Wills explained that the dwelling currently on the property would be removed. There is a setback of 150 feet from Grant Highway and that the initial landscaping would be five foot evergreen type trees and three foot shrubs along the perimeter fencing.

Commissioner Bieniek then opened the floor for questions from the Planning & Zoning Commission.

Commission member Hunt asked how the solar panel would be mounted. Mr. Wills explained the panels would be piled into the ground and that the panels and the mounting have to meet certain wind rating specifications; which is generally winds up to 100 mph.

Commission member Gieseke asked if the property was being purchased or leased. Mr. Wills stated the property is to be purchased.

City Administrator Blakemore went over the criteria required for a Special Use Permit for a Solar Farm per the proposed Ordinance and stated that, if the PZC does a recommendation, it would go before City Council for final approval.

Commission Member Bieniek then opened the floor to any members of the public in attendance who wanted to speak.

Cecelia Drazek asked if there has been any talks with offering the power generated to residents and asked who is funding this project. City Administrator Blakemore stated that as far as he knows, the power will be sold to ComEd and discussions have been had about installing solar panels at the Waste Water Treatment Plant for use there to reduce cost. Mr. Wills stated that all funding is through private third parties.

Tom Kearney inquired how the panels are going to be anchored in the ground and asked if there was any government funding or the responsibility of the tax payers. He also stated he is concerned about ground water and lighting. He also stated he felt that any business on Johnson Road is within Riley Township, and they should be advised of what is going on. He also stated that he is worried about looking out his windows and seeing solar panels and not fields. Mr. Wills stated he would go to Mr. Kearney's property and evaluate what his property will look like when the panels are up. Mr. Blakemore stated the panels will be piled into the ground. Attorney Filler stated he believes there is no cost to local tax payers that he is aware of. Mr. Blakemore stated that there is currently State legislation to be determined how solar farms will be taxed, whether it is from the solar panels, or by the amount of megawatts generated from the facility. He also stated that lighting will only be on when needed, like when staff is there doing maintenance. Also, he is not aware of any potential dangers to ground water.

Charles Ramsay stated he did not like the idea of having solar panels surrounding his house.

Bill Johnson presented and read from a prepared statement in opposition of the project he wanted submitted for record. His concern was his property values and the fact that  $\frac{3}{4}$  of his property would be surrounded by fence and solar panels. He also stated that he feels the land owners are losing their property values while the City is benefiting.

Terry Garbaciak stressed her concerns about any possibility of radiation and Electro-Magnetic Hyper Sensitivity for those located near the solar farm. She also stated she would like to see a study on long term effects done by a third, non-partial party. Mr. Wills stated that he is not aware of any negative health impacts on people who live near solar panels. He will look into getting some information. He also confirmed that the fencing is not barbed wire and it would be eight feet high.

Barbara Walpole stated that she has concerns with the ability to sell her farm and what effect it would have on her property values. She was also concerned that the City would want to annex her property as well. Administrator Blakemore informed Ms. Walpole that annexation would be, in most instances, voluntary.

Linda Balek stressed her concerns about what happens when the solar farm is gone and that solar farms should be put on marginal land, not farmland. What happens to the land? She asked what is going to be growing under the panels to avoid soil erosion. Mr. Will stated that shade grass and, most likely, clover, is planted under the panels. Administrator Blakemore informed her that the land would be returned to ER Estate Residential zoning, which is the most restrictive zoning in the City.

Paul Santonacita asked if any herbicides or pesticides would be used. He also asked who proposed this project. Administrator Blakemore stated that the petitioner approached the City for this project. With the location of this project, the petitioner could have gone to McHenry County, but did approach the City due to the close proximity to the City and the potential to annex. Mr. Wills stated that they did approach the City due to the proximity to the ComEd substation. He also stated that any uses of herbicides and pesticides would be at a minimum. The solar community is very sensitive to preserving the land.

Rick Schulze stated he didn't like the fact that all the farm land will be filled with solar panels. He also stated that the property floods during heavy rain.

Commission member Brackmann asked if there would be a concern about glare created from the solar panels. Mr. Wills explained that there is an anti-glare coating on the panel to prevent glare and explained there is a 70 acre solar farm at the Indianapolis Airport and there has not been an issue with glare.

Gertrude Randall, who lives on Ritz Road, stated she has lost most value of her home due to the Arnold 300 West water contamination, so she said she sympathizes with the home owners and their concern about their property values.

Ed Olsen stated he feels that property values of the homes surrounding the area will decrease and that solar farms are still new and he feels there is not a lot of information on them yet. He also stressed concern about standing water on the property.

Commissioner Bieniek asked Mr. Wills if there is a possibility to address the concerns about the twenty-five foot setback and if it could be pushed back an additional twenty-five feet. Mr. Wills stated he would be happy to go the properties to address each location and go from there.

Commission member Gieseke asked if the petitioner has contacted the McHenry County Conservation District. Mr. Wills stated they have, and the few locations that they looked at had standing water issues.

Mr. Wills presented a document for the record that addresses the concerns of solar impact on property values and that there is little evidence that solar panels/farms have an adverse impact.

### **PLANNING AND ZONING ACTION**

Commissioner Bieniek stated he felt the need to have some of the concerns addressed by the petitioner and to continue the meeting at a later date. Attorney Smoron stated that the best course of action would be to not make any recommendations this evening, since all of the ordinances are "bound together", they should all be up for recommendation at the same time. The Planning and Zoning Commission agreed to continue the meeting at a later date after requesting the petitioner to gather some additional information on the following: 1.) Submit independent studies on health effects of solar farms; 2.) The Indianapolis Airport study about glare; 3.) Address the specific property owners concerns; 4.) Submit pictures of real life examples of houses located near solar farms.

Mr. Wills stated that they would be happy to meet on a one-on-one basis with any resident regarding their concerns and will make that happen for anyone interested. He encouraged them to speak with him after the meeting. He said that they should be able to have their information together by the April 16<sup>th</sup> Planning & Zoning Commission meeting.

### **MOTION TO CONTINUE MEETING UNTIL APRIL 16, 2018**

Commission member Hunt made a motion, seconded by Commission member Piwonka to continue the meeting until April 16, 2018. It passed with aye votes from Commission members Hunt, Bieniek, Gieseke, Varney, Brackman, and Piwonka.

### **OTHER BUSINESS**

City Administrator Blakemore informed the Commission that there is a Special Planning and Zoning meeting planned for Monday, April 2, 2018, and the packets will be available next week.

### **ADJOURNMENT**

Commission member Varney made a motion to close the meeting. Commission member Brackmann made a second. The motion passed with a voice vote. The meeting adjourned at 9:30 p.m.

Respectfully submitted,  
*Anna Leyrer*  
Deputy City Clerk

Approved at the April 16, 2018 Planning and Zoning Commission meeting.

# 7b-f

**PLANNING AND ZONING COMMISSION**

**Regular Meeting Minutes**

**City Council Chambers**

**132 E. Prairie Street**

**Marengo, IL 60152**

**April 16, 2018**

**7 p.m.**

**CALL TO ORDER**

Mike Bieniek called the meeting to order at 7:00 PM.

**PLEDGE OF ALLEGIANCE**

Mr. Bieniek led everyone in the Pledge of Allegiance.

**ROLL CALL**

Present this evening are Commission members: Mike Bieniek, Richard Piwonka, Ryan Varney, Peter Hunt, Corey Brackmann, and Ryan Gieseke. Also present are City Administrator Joshua Blakemore, Attorney Michael Smoron and Deputy City Clerk Anna Leyrer. Commission member Chester Mazurkiewicz was absent.

**PUBLIC PARTICIPATION**

None

**APPROVAL OF MINUTES – March 19, 2018 Regular Meeting Minutes**

Commission member Piwonka made a motion, seconded by Commission member Gieseke to approve the March 19, 2018 Regular Planning and Zoning minutes as presented. The motion passed with aye votes from Commission members Bieniek, Brackmann, Piwonka, Gieseke, Varney, and Hunt.

**APPROVAL OF MINUTES – April 2, 2018 Special Meeting Minutes**

Commission member Varney made a motion, seconded by Commission member Gieseke to approve the April 2, 2018 Special Planning and Zoning minutes as presented. The motion passed with aye votes from Commission members Varney, Piwonka, Brackmann, Hunt, Bieniek, and Gieseke.

**NEW BUSINESS**

- a. ~~Continued Public Hearing – Proposed zoning text amendment and recommendation to the City Council regarding the addition of Ground-Mounted Solar Energy Systems as a special use in the ER Estate Residential Zoning District.~~
- b. ~~Continued Public Hearing – Special use permit application for a Ground-Mounted Solar Energy System as a special use with zoning upon annexation as ER Estate Residential zoning district for 1.) 23317 W. Grant Highway, consisting of roughly 116 acres located south of Route 20 and west of Johnson Road and 2.) roughly 120 acres located south of Route 20 and east of Johnson Road and recommendation to the City Council.~~

Commissioner Bieniek explained that items a and b on the agenda is a continuation of the public hearing from the March 19, 2018 Regular Planning and Zoning meeting. He asked the representatives of the applicant to approach the podium and address the concerns that were expressed at the March 19, 2018 Regular Planning and Zoning Meeting. The petitioners Attorney, Jay Filler stated that there are minor items on the existing ordinance that the petitioner would like to address. He stated that they are requesting salvage value be factored in when the cost estimates for decommissioning are calculated, they would like clarification that repair of road damage is for only road damage caused by the petitioner, the required site design would be submitted with the building permit application and would consist of the

survey and site plan in order to be the most detailed, the dust control and site maintenance be moved to section D of the Ordinance and the drain tile conditions should only relate to known drain tiles, and the tree survey only required if trees are significant on the property. He stated the preference on those items is to address them when and if the ordinance gets to the City Council.

Mr. Reed stated that they were here tonight to present the additional information they were asked to provide at the last meeting. Those items were regarding glare, property values, electromagnetic fields, and property renderings. Mr. Filler introduced Reed Wills, with SunEast Development. Mr. Wills explained that they did their best to address the property owners concerns. He introduced David Ross, with SunEast Development. Mr. Ross went over information regarding Electromagnetic Fields and studies with the World Health Organization and studies have shown there is not scientific basis to link electromagnetic hypersensitivity symptoms to Electromagnetic Field exposure. He stated they also tried searching websites of seven leading hospitals (Mayo, Cleveland Clinic, John Hopkins, Massachusetts General, University of Michigan, University of Pennsylvania, and Northwestern Memorial Hospital) using the term "electromagnetic hypersensitivity" and did not find any research on the topic. He continued on and explained that major appliances that are in our homes emit EMF and that the EMF levels at 50 to 150 feet from the fenced boundary were  $<0.2$  mG, well below the average household levels of 0.9 mG. The closest home to the solar site is  $\sim 120$  feet from the site boundary and  $\sim 900$  feet from the closest inverter, indicating that there would be no measurable EMF levels at the home.

Mr. Wills then went over the glare concerns. Mr. Wills went over the presentation that shows that Marengo Solar will follow the FAA protocol and the installation will not impair the flight path or use of any commercial airport and that glare should not be a concern for those residents in the vicinity of the solar farm, but in the event that there is an issue raised within the community, Marengo Solar will take actions to address the concerns including adding landscaping or privacy fencing as necessary or otherwise modifying the project site to address the concerns.

Mr. Wills introduced Pat McGarr, National Director, Valuation Advisory Services with Cohn Reznick. Ms. McGarr went over information in regards to property value overview of the properties surrounding solar farms. Her studies included Illinois and other states that have solar farms near residential areas. Her studies show that, based upon their examination, research, and the analyses of the existing solar farm uses, the surrounding areas, and extensive market database, concluded that no consistent negative impact occurred to adjacent property that could be attributed to proximity to the adjacent solar farms.

Mr. Wills also stated that they did meet with many of the property owners and included several renderings of what the properties would look like from their homes and property lines with the panels and privacy fencing in place. He stated that construction would take place Monday through Saturday 7 a.m. to 7 p.m. and is typically completed within 6 months, maintenance would occur once a month, but after a year or two, it would most likely reduce to five times a year. The site is secured with an eight foot fence that would be installed around the perimeter of the property and though there is no onsite staff, it will be monitored on a 24 hour basis. He said that they are looking into having a tour of a solar farm that is in LaSalle County that residents and Commission members could attend.

Commission member Brackmann asked how tall the privacy trees would be. Mr. Wills stated that at planting age, they would be 5 foot trees and 3 foot shrubs.

Commissioner Bieniek opened the floor to Public comment and Questions.

Theresa Garbaciak asked if there would be interference with t.v., radio, internet, or pacemakers. Mr. Wills said that there has been no known interference. Ms. Garbaciak asked where the panels are made. Mr. Wills stated that the panel manufacturers have not been chosen, but a majority of them are produced in Asia, and some in the US and Canada. Ms. Garbaciak asked how they know when a panel is broken. Mr. Wills explained that the panels are monitored and that they will know when it is broken because it will

not be meeting its daily quota on production. She inquired about if there was water and soil testing done. Candace Wood stated that full geo-testing would be done in the future. Ms. Garbaciak stated she was concerned about their wells. Mr. Wills stated that any items put in the ground for these panels are made with inert materials, so there is no evidence of leeching in the soil. She had questions about the construction process and if there would be damages to her home or property. Mr. Wills stated there should not be, but as a business owner, if there was, they would handle it. She questioned if they need to be cleaned. Mr. Wills stated that rain and snow is adequate for cleaning the panels, no chemicals are going to be used. She asked about noise and Mr. Wills stated that any noise would come from the inverters, but the homes are so far away from the inverters, it would not be heard.

Bill Johnson, read from a prepared statement in opposition.

Pat Dieckhoff stated that she is in favor of the solar farm and has solar panels on her home.

Cindy Skrukud, representing the McHenry County Defenders stated that the County is also working on regulations for solar farms and voiced their support.

James Hotchkiss, voiced his support for the project.

Commissioner Bieniek closed the Public Hearing at 8:40 p.m.

Attorney Jay Filler went over the finding of facts and summarized the project.

### **COMMISSION DISCUSSION**

Commission member Gieseke stated he would like to see that the City change the wording in the agreement to say "shall" or "will" demand a letter of credit for decommissioning instead of "may" The amount to be determined. Administrator Blakemore stated that generally they would get an engineer estimate and have our Engineering firm confirm the numbers.

Commissioner Bieniek asked Mr. Reed the approximate cost of decommissioning and Mr. Wills stated it could be upwards of 50 million dollars. Mr. Wills stated they will conduct their study and review with staff. Decommissioning solar farm equipment generally has high resale value.

### **ACTION FOLLOWING THE PUBLIC HEARING**

Commission member Gieseke made a motion, seconded by Commission member Hunt to recommend approval of the proposed zoning text amendment regarding the addition of Ground-Mounted Solar Energy Systems as a special use in the ER Estate residential zoning district with the specification to add the verbiage "shall require" to the agreed upon letter of credit once the decommissioning costs are calculated. The motion passed with aye votes from commission members Bieniek, Piwonka, Hunt, Gieseke, Varney, and Brackmann.

Commission member Piwonka made a motion, seconded by commission member Hunt to recommend approval of the special use permit application for a Ground-Mounted Solar Energy System as a special use with zoning upon annexation as ER residential zoning district for 1.) 23317 W. Grant Highway, consisting of roughly 116 acres located south of Route 20 and West of Johnson Road and 2.) roughly 120 acres located south of Route 20 and east of Johnson Road. The motion passed with aye votes from Commission member Brackmann, Hunt, Bieniek, Varney, and Piwonka. Commission member Gieseke voted no.

Commission member Piwonka made a motion, seconded by Commission member Hunt to adopt the finding of facts relative to the proposed text amendment as well as to the proposed special uses for the two properties discussed and they be adopted and forwarded to the City Council for adoption. The

motion passed with aye votes from Commission member Varney, Brackmann, Piwonka, Hunt, and Bieniek. Commission member Gieseke voted no.

## **NEW BUSINESS**

- c. *Public Hearing- Proposed zoning text amendment and recommendation to the City Council regarding the addition of an indoor shooting range as a special use in the B-1 Central Business District and recommendation regarding the issuance of a special use for an indoor shooting range at 131 East Prairie Street with a variation of the parking requirements of the Zoning Ordinance.*

City Administrator Blakemore explained that the applicant, L.B. Marengo, LLC, is requesting a zoning text amendment to add an indoor shooting range as a special use in the B1 Central Business District and are also requesting a variation for the required parking per the Marengo Zoning Ordinance.

## **MOTION TO OPEN THE PUBLIC HEARING**

Commission member Piwonka made a motion, seconded by Ryan Gieseke, to open the Public Hearing. The motion passed with a voice vote. The public hearing started at 9:10 p.m.

Commissioner Bieniek stated that there was notification of the Public Hearing, and requested that the verification of mailings that were sent to property owners within 250 feet surrounding the area about this public hearing be submitted for record. Documents were presented to Deputy City Clerk Anna Leyrer for the record.

Attorney Smoron swore in all those who were speaking this evening.

Mr. Mark Saladin with Zanek, Coen, Wright & Saladin, the Attorney representing the petitioner, gave a brief explanation about the project reiterating the zoning text amendment request and the parking variation request. He also stated that a gun shop is already a permitted use in the B1 district, and that the zoning text amendment is strictly to add the shooting range. He introduced Richard Lindner, the owner of D5 Ranges and L.B. Marengo LLC, the Operations Officer, Jennifer Lindner, and the Parking Consultant, Matthew Sabatka, with Sabatka Contracting.

Jennifer Lindner introduced herself as the Operations Officer for D5 Ironworks and D5 Ranges. She explained that D5 Ranges produce and design state of art ranges for a wide array of clientele, many of them with the US Military as well as private range owners. This range would be state of the art for the Chicago area. It would be open to the general public, as well as Police Departments and tactical teams and would host an array of educational classes such as gun safety and maintenance, concealed carry and many others. A retail store would also be on sight. They would be open seven days a week from 8 a.m. to 8 p.m. and would employ approximately 10 full time employees and part time employees as needed. The noise volume outside would be below the national standard dBA. She explained they would have 30 shooting ranges, classrooms, and a retail store. This range would potentially bring in lots of business to other local business and restaurants.

Mr. Matt Sabatka, with Sabatka Contracting went over the parking survey that was conducted over the entire business district. He went over the results of the Municipal Lot study in particular, since this would be the main source of parking for this range. At its peak, which was a Wednesday at noon, 34% occupancy was observed and it had 113 open spaces available. He stated between the spaces in the municipal lot, street parking and the other lots available it would be maximum peak of 43% for all spaces combined. He stated he felt that there is more than ample parking in the Municipal lot for the number of people it would potentially bring on an hourly basis.

Administrator Blakemore stated that HR Green submitted a report with their opinion on the parking situation. Their report mirrored Sabatka Contracting's opinion that the current available parking spaces in the Municipal Lot would be adequate.

Commissioner Bieniek asked how long an average customer would stay at the range. Mr. Lindner stated he feels it would be approximately an hour to an hour and a half.

Commission member Gieseke asked the petitioner why he felt the need to bring this facility to Marengo. Mr. Lindner stated he felt that bringing the state of the art range would be good to bring business to Marengo and it would be a great centralized location for others interested in having a range to come and see.

Commissioner Bieniek opened the floor to the public who wanted to speak.

### **PUBLIC COMMENT**

Molly Wrostek stated her disapproval of the location of the proposed shooting range.

John Wrostek stated he intends to ask the District 165 School Board to pass a resolution in opposition of the shooting range and feels there are enough gun stores in town.

Pat Lawlor stated her objection of having a gun range near a pre-school and she felt that the location, in a business district, wasn't good.

Jane McDonald asked the petitioner if he has ever ran a gun range, what would the store be selling and if a breathalyzer is put in, what would the limit be? She also asked if all of the vacant buildings downtown could be gun stores. Administrator Blakemore stated that gun stores are currently an allowed use in B1.

Desiree Sierens expressed her opposition of the location of the proposed gun range near the church and school and worried about guns being left in cars around the range. She also expressed concerned about Spring Fling and Settlers Days safety and questioned use of breathalyzer and the accepted levels.

Cathy Johnson expressed her opposition to the location and worried about property values.

Debbi Goldberg asked the others in attendance where they have been at the other meetings.

Denny Quick stated he supports the shooting range and he feels there is a lot of stereotyping of gun owners.

Jennifer Haas, Director of the Parents Day Out program, stated her opposition to the location of the proposed range being near the school and church and is also concerned about the parking and the possibility of guns in parked cars.

Cole Quick wanted to remind the people in attendance that the Police Department is across the street from the proposed range.

Terry Sandman stated that he is glad a business is wanting to come to town.

Jill Rucker stated she is not opposed to a shooting range, but is opposed to the location near the school.

Administrator Blakemore asked Mr. Lindner to answer the questions that we brought up during the public comment. Mr. Lindner stated he has never run gun range before, but currently runs several successful businesses. He also stated that they would be selling guns, ammunition, clothing and targets and miscellaneous other items. The breathalyzer conditions would need to discussed with the Police

Department to determine the acceptable levels. Mr. Lindner stated that the gun store is currently allowed in B1 and will be there and he feels that the benefit of the range at the gun store promotes proper training and use of the guns.

Attorney Saladin stated that parking would be an issue with any kind of business going into that building, whether it be a factory or restaurant or the like. He confirmed that gun stores are regulated by the Federal Government. He also stated that the facilities Mr. Lindner creates are up to the highest standards that the US Military requires.

Mr. Lindner stated that this facility would be built to specifications that a projectile bullet would not be able to leave the facility. They are a part of the NRA and that D5 is one of four or five vendors that are invited to present their facilities at their conferences.

Commissioner Bieniek asked who will be running the range. Mr. Lindner stated he would find someone he feels fit to run it. He would like to hire retired Police Officers.

Commissioner member Piwonka inquired if rifles and pistols would be allowed. Mr. Lindner stated that all caliber guns would be accommodated.

Commission member Brackmann asked what kind of sound can be expected. Mr. Lindner stated that it won't be loud at all and would be under or within the regulated limits.

Mike Bihlmaier stated that he feels that a new business would be good for the community.

Commissioner Bieniek asked the crowd who are in opposition to raise their hand if location was the reason for their opposition and most were in opposition because of the location.

#### **MOTION TO CLOSE THE PUBLIC HEARING**

Commission member Piwonka made a motion, seconded by Commission member Varney to close the public hearing at 10:17 p.m. It passed with a voice vote.

#### **COMMISSION DISCUSSION**

Commission member Hunt stated that he feels the people who spoke tonight are more concerned with the additional people coming to town with guns, and not necessarily a projectile bullet getting out of the building.

Commission member Gieseke asked what direction the shooting ranges would face, where would the classrooms be and where would the entrances be. Mr. Lindner stated that the ranges would face north and the classrooms and retail would be west. The entrances are north and one shipping/receiving door in the back.

Commission member Hunt inquired about security. Lindner stated that they would have a camera security system.

Commissioner Bieniek stated he doesn't have a problem with a gun range, but has a problem with the location.

Commission member Piwonka stated that people have issues with it being by a church, but there are bars by the church currently as well.

Commission member Brackmann stated that there are already people walking around with guns already. He doesn't have a problem with it. His main worry was about any projectile bullets leaving the building.

Commission member Hunt stated he likes the idea of new businesses, but does not support the current location.

Commission member Gieseke asked what Mr. Lindner felt would be the percentage of people in the building who would be police. Mr. Lindner said there would be a police presence at all times because he wants to employ police officers and there would be police there training. Police would even be able to pull in a squad car and practice shooting out of a car or around a car.

Commission member Varney asked if any of the other ranges that he has built has off-site parking. Mr. Lindner stated he was not sure.

Commission member Gieseke asked how long have you been building ranges. Mr. Lindner said since 2005 and have built 20-30 or so.

Commission member Varney asked if he have talked with the Marengo Police. Mr. Lindner stated he has and they have not expressed concern and he is willing to work with the Police Department.

**ACTION FOLLOWING THE PUBLIC HEARING**

Corey Brackmann made a motion, seconded by Piwonka, to recommend the proposed zoning text amendment to the City Council regarding the addition of an indoor shooting range as a special use in the B1 Central Business District. The commission members voted as follows:

Ayes: Bieniek, Brackmann, Piwonka, Gieseke, Varney, and Hunt.  
Nays: None  
Absent: Mazurkiewicz  
The motion passed.

Richard Piwonka made a motion, seconded by Corey Brackmann, to recommend the issuance of a special use for an indoor shooting range at 131 East Prairie Street with a variation of the parking requirements of the Marengo Zoning Ordinance to the City Council and incorporating the following conditions: breathalyzer with zero tolerance in accordance to the Illinois State Police Administrative Code, internal and external security cameras, 24/7 lighting and working with the Marengo Police Department and Fire Department.

Ayes: Piwonka, Gieseke, Varney, and Brackmann  
Nays: Bieniek and Hunt  
Absent: Mazurkiewicz  
The motion passed.

City Administrator Blakemore stated that this ordinance will likely be on the 4/23/18 City Council meeting agenda for their review and approval.

**ADJOURNMENT**

Commission member Varney made a motion, seconded by Gieseke to close the meeting. It passed with a voice vote at 10:40 p.m.

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Anna Leyrer  
Deputy City Clerk

The Planning & Zoning Commission approved these minutes on \_\_\_\_\_.

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## AGENDA SUPPLEMENT

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**TO:** Mayor and City Council

**FROM:** Joshua Blakemore, City Administrator

**FOR:** June 25, 2018 City Council Meeting

**RE:** **An Ordinance Amending Chapter 6, Streets, Sidewalks, and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation and Application for Small Wireless Facilities in the City of Marengo**

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Attached for your reference is a packet from the ZRF&M with information and a draft ordinance regarding the regulation of “small cell” wireless facilities. The State recently enacted a new statute allowing small cell facilities to be placed in municipal rights-of-way. The City Attorney and the Illinois Municipal League have recommended that municipalities adopt an ordinance regulating these types of facilities. For all practical purposes, this legislation was written by telecommunications companies and cities are very limited as to what regulations can be put in place on these facilities.

Attached is the following:

- A letter from the City Attorney’s office regarding these regulations and what limitations municipalities have as far as what ordinances can be put in place governing small cell technologies, including limits on fees.
- An ordinance enacting regulations for the City of Marengo on these devices, as is allowed by state statute.
- A model application or a permit to place a small cell device.
- A model master pole agreement.
- A frequently asked question sheet from the IML on small wireless facilities.
- Sample pictures of what a typical “small cell” may look like. They are typically attachments to power poles, sometimes an extra 10 feet, or more, above the power pole.

Cities have until the end of July to enact regulations on “small cell” devices, but as you can see from the City Attorney’s packet, it is mostly dictated by the state statute. This item is being placed on the agenda for approval. Ruth Schlossberg, the Attorney most familiar with the matter, could attend the July 9<sup>th</sup> Council meeting if there are several questions on the matter, however, as you can see, cities are rather limited as far as what can be enacted locally.

LAW OFFICES  
**ZUKOWSKI, ROGERS, FLOOD & McARDLE**  
50 VIRGINIA STREET  
CRYSTAL LAKE, ILLINOIS 60014

RUTH A. SCHLOSSBERG  
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June 18, 2018

VIA EMAIL: [jblakemore@cityofmarengo.com](mailto:jblakemore@cityofmarengo.com)

Josh Blakemore, Administrator  
CITY OF MARENGO  
132 E. Prairie Street  
Marengo, IL 60152

**RE: Small Wireless Facilities**

Dear Josh:

As you know, the new Small Wireless Facilities Deployment Act (Public Act 100-0585)(the "Act") became effective June 1<sup>st</sup> of this year. The new Act makes small cell devices a permitted use both in municipal rights-of-way and in exclusively commercial and industrial districts, although it does not fully preempt zoning in other zoning classifications. The Act also sets time limits and sets procedures that municipalities must follow when applications for small cell placements in these districts are received, and it requires municipalities to accept small cell devices on their municipally-owned poles in the right of way as well as on privately held poles in these districts.

The Act establishes maximum fees that can be charged both for each application and for the actual use of municipally-owned poles. The Act does not permit municipalities to recover costs in excess of the application fee amount regardless of the cost to process any application. Small Cell applications can be denied only if certain specific terms or conditions have not been met.

The Act gives Municipalities until the end of July to adopt ordinances implementing the provisions of that Act, and the IML has drafted a model "Small Cell Ordinance" to help its members implement the requirements of the Act. This model ordinance was drafted with input from many groups and individuals as well as from members of the telecommunications industry. As a result, future small cell facility applicants should be relatively familiar with the provisions of the new ordinance.

Most of the provisions of the model ordinance are mandated by state law, but we have adapted the ordinance for your consideration and use with those modifications that are permitted by the Act. The new Small Cell Ordinance will be added as a new section of your existing code provisions for Utility Construction in the Right of Way (often referred to as the "Right of Way Ordinance"). The Small Cell Ordinance also modifies provisions of your Right of Way Ordinance to specifically reference these special requirements for small wireless facilities. Here are the other primary changes we have made to the model ordinance to adapt it for your use along with our comments on related issues associated with implementing the new Act.

**ZUKOWSKI, ROGERS, FLOOD & McARDLE**

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Repeal of Earlier Right of Way Ordinance: In the course of reviewing your code, we found that the provisions of Section 6.25 of your code contained an earlier version of a right of way ordinance that was largely pre-empted by the later-passed right of way ordinance contained in Chapter 38. Accordingly, we have proposed deleting Section 6.25. However, there is one provision in 6.25 relating to gas pipes that is not contained in the newer Chapter 38, so we have included an amendment adding that to existing Chapter 38. If you have any concerns about deleting Section 6.25, please let us know.

Design Standards: The Act allows municipalities to require applicants to comply with “written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements that are identified...in an ordinance, written policy adopted by the governing board of the authority, a comprehensive plan, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district...”. There are many options and models for design standards, but in this draft ordinance we have provided some relatively simple design standards. If you have any specific concerns about design standards in historic districts, we should address those here as well.

Variations for Height for New Poles, Spacing for Ground Mounted Equipment and Undergrounding: The Act permits authorities to limit the maximum height of small wireless facilities to ten feet above the utility pole (or support structure) on which it is co-located. For new or replacement pole applications, the Act sets height limits of the higher of either 10 feet above the tallest existing utility pole in the same right of way within 300 feet (excepting any utility pole supporting only wireless facilities) or 45 feet above ground level. However, the Act also contemplates that wireless providers should be able to request exceptions or variances to these new pole height limits and that such exceptions or variances may not be prohibited.

Because your existing Right of Way Ordinance already includes an administrative variance process for other right of way matters, this draft proposes using the variation procedure in the Right of Way Ordinance to consider pole height requests. This is an administrative procedure that avoids the necessity for a public hearing for requests for height exceptions and allows you a chance to discuss possible changes and adjustments directly with an applicant so that you can negotiate reasonable accommodations and changes as conditions of any grant of variance. If you would like to discuss the possible advantages and disadvantages of putting this through the zoning process instead, please let us know.

Similarly, the Act permits municipalities to impose requirements related to the spacing requirements of ground-mounted equipment in the right of way and undergrounding, but it must be subject to some type of process for requesting exceptions or variances. The existing Right of Way Ordinance contains some very general language in both regards. If you prefer to impose the more detailed provisions, please let us know as this will require further modification of the ordinance.

## ZUKOWSKI, ROGERS, FLOOD & McARDLE

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Public Safety Requirements: While the Act permits municipalities to deny applications if they would interfere with reserved public safety space on existing facilities in the right of way, to defend any claim that the space on a pole needs to be reserved, it may be necessary to demonstrate that there is a plan for such a future public safety use and that collocation of a facility cannot be reasonably accommodated on that pole. Therefore, if you have any concerns about future use of municipal facilities for public safety purposes, you should be sure you have a documented and reasonably defensible basis for asserting those concerns to applicants.

Application Fees: The Act establishes maximum application fee amounts that may be imposed, and this ordinance codifies those maximum fee amounts. The Act does not permit municipalities to collect any other administrative or professional costs associated with reviews of small cell applications.

Pole Licensing Fees and License Form: The Act also imposes a defined fee for licensing of municipal poles that may be charged to small cell users of municipal facilities. If applicants otherwise meet the requirements of this ordinance, you will be required to accept their requests to use your poles in your right of way to collocate small wireless facilities, but you will be permitted to charge an annual, recurring, non-discriminatory fee. The Act sets that fee at either \$200 per year or "the actual, direct, and reasonable costs related to the wireless provider's use of the space." We have used the default "\$200 per year" fee in this draft ordinance. Municipalities will also have to treat requests for collocation on your municipally-owned utility poles outside of the right of way in a non-discriminatory manner, but the rates are not defined by the new statute.

Pole Licensing Agreement: Because you will be required to permit most small cell applicants to use your utility poles, the IML also has created a Model Master Pole Attachment Agreement. While most of the rights and responsibilities of small cell providers using your poles already are contained in the Act and the ordinance, the Act permits you to require a license for use of your poles. It may be useful to use the model license to spell out individual conditions for each individual pole as appropriate under the Act. Please let us know if you need any assistance modifying or customizing this model agreement for your use.

Zoning Code Changes: By making small cell facilities permitted uses in public rights of way and in exclusively commercial and industrial districts, the Act effectively makes a change to your zoning code for these districts and preempts some of your zoning rules including some of those related to aerials, antennas and towers. However, because time is of the essence in passing this small cell ordinance and because state law pre-empts your zoning code in this regard in any event, our current recommendation is that you get this new ordinance passed first. The next time you consider a zoning matter and are holding a zoning hearing, we can review your zoning code together to determine if any further clean-up is warranted.

Model Application Form: The IML has prepared a sample permit application that you can use for small cell applicants. We had asked that they include certain certifications of compliance and

**ZUKOWSKI, ROGERS, FLOOD & McARDLE**

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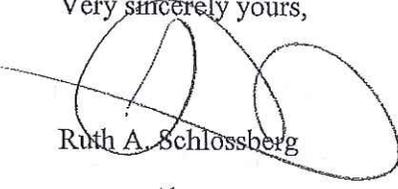
a checklist of the material that applicants will need to submit with the application, and they have done so. We hope the application form will facilitate your processing of applications under the Act and the new ordinance. If you need any assistance customizing this Application Form, please let us know.

Frequently Asked Questions: The IML has prepared an FAQ form that you may find useful to review in expectation of receipt of applications under this new ordinance.

Press Release: The IML has prepared a sample press release that you can use to let your community know that they may be seeing these facilities installed in their neighborhoods. If you need any assistance further customizing this release or have questions about its contents and potential modifications, please let us know.

I hope you will let me know if you have any questions about this proposed ordinance and accompanying documents from the IML or if you wish to discuss how any of its provisions will apply to you. Otherwise, if this ordinance meets with your approval, you should plan to have it adopted before the end of July.

Very sincerely yours,



Ruth A. Schlossberg

RAS:dg

cc: John Koziol, Mayor (via email: [mayor@cityofmarengo.com](mailto:mayor@cityofmarengo.com))  
Howard Moser, Public Works (via email: [hmoser@cityofmarengo.com](mailto:hmoser@cityofmarengo.com))  
David W. McArdle (via email)

Attachments: Draft Small Cell Facilities Ordinance  
Copy of IML Small Wireless Facilities FAQ Form  
Copy of the IML Model Press Release  
Copy of the IML Model Master Pole Attachment Agreement  
Copy of the IML Model Small Wireless Facilities Permit Application

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**ORDINANCE 18-\_\_\_\_-\_\_\_\_\_**

***An Ordinance Amending Chapter 6, Streets, Sidewalks and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation of and Application for Small Wireless Facilities in the City of Marengo***

WHEREAS, the Illinois General Assembly has recently enacted Public Act 100-0585, known as the Small Wireless Facilities Deployment Act (the "Act"), which became effective on June 1, 2018;

WHEREAS, the City is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with State and federal law;

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, the City Council desires to amend the provisions of the Marengo City Code regarding Construction of Utility Facilities in the Rights of Way.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: Repeal Section 6.25, Utilities in Right-of-Way, of Chapter 6, Streets, Sidewalks and Public Ways.

SECTION 2: Section 38.04, **Permit Required**; Application and Fees, paragraph D, Supplemental Application Requirements for Specific Types of Utilities, shall be amended to add the following:

6. With regard to installation of Small Cell Antennas or Towers to be attached to new or existing utility poles or structures, the provisions of Section 38.04 of the City Code shall also apply and, in the event of any conflict with the provisions of this Section 38.04, the provisions in Section 38-17 shall control.

SECTION 2: A new Section **38-17** shall be added to read, *Small Cell Ordinance*, in the form and substance attached hereto as Exhibit A, renumbering the sections thereafter.

SECTION 3: Former Section 38.20, renumbered as 38.21, Maintenance and Emergency Maintenance, is amended, to add a paragraph D, as follows:

D. Gas Pipes. Any person or company maintaining any gas pipes in the City shall keep such pipes free from leaks so that no injury shall be done thereby to any person or property.

SECTION 4: The Table of Contents for Chapter 38 shall be amended as follows:

\* \* \*

- 38.17 Small Cell Ordinance
- 38.18 Vegetation Control
- 38.19 Removal, Relocation or Modifications of Utility Facilities
- 38.20 Clean-Up and Restoration
- 38.21 Maintenance and Emergency Maintenance
- 38.22 Variances
- 38.23 Penalties
- 38.24 Enforcement

SECTION 5: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:  
 Voting Nay:  
 Absent:  
 Abstain:

APPROVED:

(SEAL)  
 ATTEST: \_\_\_\_\_  
 City Clerk Constance J. Boxleitner

\_\_\_\_\_  
 Mayor John Koziol

Passed: \_\_\_\_\_  
 Approved: \_\_\_\_\_  
 Published: \_\_\_\_\_

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### 38.17 Small Cell Ordinance

A. Purpose: The purpose of this Section is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the City's jurisdiction, or outside the rights-of-way on property zoned by the City exclusively for commercial or industrial use, in a manner that is consistent with the Illinois Small Wireless Facilities Deployment Act (P.A. 100-0585).

B. Conflicts with Other Ordinances: This Section supersedes all Sections or parts thereof adopted prior hereto that are in conflict herewith, to the extent of such conflict.

C. Conflicts with State and Federal Laws: In the event that applicable federal or State laws or regulations conflict with the requirements of this Section, the wireless provider shall comply with the requirements of this Section to the maximum extent possible without violating federal or State laws or regulations.

D. Definitions: For purposes of this Section, the following definitions shall apply:

**Act**: The Illinois Small Wireless Facilities Deployment Act (P.A. 100-0585), as may be subsequently amended.

**Antenna**: communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

**Applicable Codes**: uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

**Applicant**: any person who submits an application and is a wireless provider.

**Application**: a request submitted by an applicant to the City for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

**Collocate or Collocation**: to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

**Communications Service**: cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

**Communications Service Provider**: a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

**FCC**: the Federal Communications Commission of the United States.

**Fee:** a one-time charge.

**Historic District or Historic Landmark:** a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the City pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

**Law:** a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

**Micro Wireless Facility:** a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

**Municipal Utility Pole:** a utility pole owned or operated by the City in public rights-of-way.

**Permit:** a written authorization required by the City to perform an action or initiate, continue, or complete a project.

**Person:** an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

**Public Safety Agency:** the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

**Rate:** a recurring charge.

**Right-of-way:** the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include City-owned aerial lines.

**Small Wireless Facility:** a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

**Utility Pole:** a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

**Wireless Facility:** equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

**Wireless Infrastructure Provider:** any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

**Wireless Provider:** a wireless infrastructure provider or a wireless services provider.

**Wireless Services:** any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

**Wireless Services Provider:** a person who provides wireless services.

**Wireless Support Structure:** a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

E. Regulation of Small Wireless Facilities.

1. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.
2. Permit Required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:
  - i. Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

- (a) Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
  - (b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
  - (c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
  - (d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
  - (e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
  - (f) Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
  - (g) In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.
- ii. Application Process. The City shall process applications as follows:

- (a) The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- (b) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the City fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Section.

- (c) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the City in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the City. The receipt of the deemed approved notice shall not preclude the City's denial of the permit request within the time limits as provided under this Section.

- (d) The City shall deny an application which does not meet the requirements of this Section.

If the City determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the City denies an application.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The City shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the City's review period.

The applicant must notify the City in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- iii. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a Master Pole Attachment Agreement, provided by the City for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the City and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.
- iv. Completeness of Application. Within 30 days after receiving an application, the City shall determine whether the application is complete and notify the applicant. If an application is incomplete, the City must specifically identify the missing information. An application shall be deemed complete if the City fails to provide notification to the applicant within 30 days after all documents, information and fees specifically enumerated in the City's permit application form are submitted by the applicant to the City.

Processing deadlines are tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information.

- v. Tolling. The time period for applications may be further tolled by:
  - (a) An express written agreement by both the applicant and the City; or
  - (b) A local, State or federal disaster declaration or similar emergency that causes the delay.
- vi. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated

treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- vii. Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in this Section.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable City code provisions or regulations in effect at the time of renewal.

- viii. Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the City by personal delivery at the City's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

F. Collocation Requirements and Conditions.

1. Public Safety Space Reservation. The City may reserve space on municipal utility poles for future public safety uses, for the City's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the City reasonably determines that the municipal utility pole cannot accommodate both uses.
2. Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Section. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
3. No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The City may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

4. The wireless provider shall not collocate small wireless facilities on City utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the City utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms “communications space”, “communication worker safety zone”, and “electric supply zone” have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

5. The wireless provider shall comply with all applicable codes and local code provisions or regulations that concern public safety.
6. The wireless provider shall comply with the following design standards and any variations from these design standards may only be granted pursuant to the variance provisions of this Chapter 38 (at Section 38.22):
  - a. Screening. Whenever any equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility and shall not be permitted to obstruct sight lines or to create other traffic or safety problems.
  - b. Color and Stealth. All wireless facilities subject to this Section, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The Applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of the wireless facilities. Any pole

extensions shall not be metallic or wood and shall blend with the color of the pole upon which they are mounted.

- c. Wiring and Cabling. Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the National Electrical Code and National Electrical Safety Code adopted by the City and in force at the time of the installation of the facility. Any wiring must be covered with an appropriate cover. No wiring and cabling serving the facility will be allowed to interfere with any existing uses.

7. Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the City may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the City, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

8. Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City, provided the City may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
  - b. 45 feet above ground level.
9. Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small

wireless facility is proposed for collocation, the applicant shall apply for a variance in the manner provided in this Chapter (at Section 38.22).

10. Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
11. Ground-mounted Equipment Spacing. Subject to the variance provisions of this Chapter 38 (at Section 38.22) and state law, the wireless provider shall comply with applicable spacing requirements of this Chapter 38 concerning the location of ground-mounted equipment located in the right-of-way.
12. Undergrounding Regulations. Subject to the variance provisions of this Chapter 38 (at Section 38.22) and state law, the wireless provider shall comply with the provisions of this Chapter 38 concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval.
13. Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the City and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the City grants an extension in writing to the applicant.

G. Application Fees. Application fees are imposed as follows:

1. Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
2. Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
3. Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.

4. The City shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
  - a. routine maintenance;
  - b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the City at least 10 days prior to the planned replacement and includes equipment type and model numbers for any of the replacement equipment; or
  - c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
5. Wireless providers shall secure a permit from the City to work within rights-of-way for activities that affect traffic patterns or require lane closures.

H. Exceptions to Applicability. Nothing in this Section authorizes a person to collocate small wireless facilities on:

1. Property owned by a private party or property owned or controlled by the City or another unit of local government that is not located within rights-of-way, or a privately-owned utility pole or wireless support structure without the consent of the property owner;
2. Property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
3. Property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Section do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Section shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate

communications facilities, other than small wireless facilities subject to this Section.

I. Pre-Existing Agreements. Existing agreements between the City and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on City utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the City's utility poles pursuant to applications submitted to the City before June 1, 2018, subject to applicable termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Section.

A wireless provider that has an existing agreement with the City on the effective date of the Act may accept the rates, fees and terms that the City makes available under this Section for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the City that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the City's utility poles pursuant to applications submitted to the City before the wireless provider provides such notice and exercises its option under this paragraph.

J. Annual Recurring Rate. A wireless provider shall pay to the City an annual recurring rate to collocate a small wireless facility on a City utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the City utility pole.

If the City has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

K. Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new wireless provider.

L. Dispute Resolution. The Circuit Court of McHenry County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on

municipal utility poles within the right-of-way, the City shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

M. Indemnification. A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Section and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

N. Insurance. The wireless provider shall carry, at the wireless provider's own cost and expense such insurance as is required by this Chapter at Section 38.08.

The wireless provider shall include the City as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the City in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the City. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the City evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the City.

CERTIFICATION

I, CONSTANCE J. BOXLEITNER, do hereby certify that I am the elected and qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a regular meeting of the Mayor and City Council of the City of Marengo held on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, the foregoing Ordinance entitled *An Ordinance Amending Chapter 6, Streets, Sidewalks and Public Ways; Amending Chapter 38, Construction of Utility Facilities in the Right of Way; and Providing for the Regulation of and Application for Small Wireless Facilities in the City of Marengo*, was duly passed by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 18-\_\_-\_\_, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on the \_\_\_\_\_ day \_\_\_\_\_, 2018, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the City Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and corporate seal of the City of Marengo on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk  
City of Marengo,  
McHenry County, Illinois

(SEAL)

MODEL SMALL WIRELESS FACILITIES PERMIT APPLICATION			
APPLICANT INFORMATION			
Applicant Name:			Date:
Applicant is a: <input type="checkbox"/> Carrier/Wireless Provider <input type="checkbox"/> Representative <input type="checkbox"/> Other:			
Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:		Email:	
PROPOSED SITE LOCATION			
Property Address:			
City:	State:	ZIP Code:	
Closest Intersection (Distance and Direction from):			
EXISTING POLE/STRUCTURE INFORMATION			
New Pole/Structure Construction? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Pole/Structure ID Number:	Height of Pole/Structure (feet):	Pole Color:	
Existing Attachment(s) on Pole/Structure? ( <i>e.g.</i> , banners, light fixtures) Yes <input type="checkbox"/> No <input type="checkbox"/>			
Existing Structure Owner:			
Name of Structure Owner Representative:			
Address:			
City:	State:	ZIP Code:	
Phone:	E-mail:	Fax:	
PROPERTY OWNER INFORMATION			
In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the City, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation. Permission has been granted by property owner? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Name:			
Address:			
City:	State:	ZIP Code:	
Phone:		Email:	

**APPLICATION REQUIREMENTS**

The following documents must be attached or included for the Application to be complete:

- Application fee(s)
- Site specific structural integrity, AND for a municipal utility pole  Make-ready analysis prepared by a structural engineer
- The location where each proposed small wireless facility or utility pole would be installed
- Photographs of the proposed site location and its immediate surroundings
- Specifications and drawings prepared by a structural engineer for each proposed small wireless facility
- The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility
- A proposed schedule for the installation and completion of each small wireless facility, if approved
- Proof of permission granted by property owner, if existing pole not owned by the City

**ATTESTATION, ACKNOWLEDGMENT & SIGNATURE**

I attest to the best of my knowledge and belief, that the information stated in this application and in all supporting plans and documents is true and accurate. To the best of my knowledge, I certify that the proposed collocation complies with the terms of the "Collocation Requirements and Conditions" Section of [CITY/VILLAGE]'s Small Wireless Facility Deployment Ordinance.

Signature of Applicant:	Date:
Printed Name of Applicant:	Title:

**\*\*FOR ADMINISTRATIVE USE ONLY\*\***

Date Application was submitted:
Application is: <input type="checkbox"/> Complete <input type="checkbox"/> Incomplete
If incomplete, date the Applicant was notified:
Missing documents or information:

**MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.**

**MODEL MASTER POLE ATTACHMENT AGREEMENT**

This Master Pole Attachment Agreement (Agreement) made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of \_\_\_\_\_, with its principal offices located at \_\_\_\_\_, hereinafter designated LICENSOR and \_\_\_\_\_, with its principal offices at \_\_\_\_\_, hereinafter designated LICENSEE. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WITNESSETH**

**WHEREAS**, LICENSOR is the owner, of certain utility poles, wireless support structures, and/or real property, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to LICENSEE; and

**WHEREAS**, LICENSEE desires to install, maintain and operate small wireless facilities in and/or upon certain of LICENSOR's utility poles, wireless support structures and/or real property; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that any term used in this Agreement that is defined in Section 2 of the Small Wireless Facilities Deployment Ordinance (Ordinance No. \_\_\_\_\_, as now or hereafter amended) shall have the meaning provided therein; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

**WHEREAS**, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LICENSOR may wish to permit LICENSEE to install, maintain and operate small wireless facilities as hereinafter set forth; and

**WHEREAS**, the LICENSOR and LICENSEE intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et. seq.* and Federal Communication Commission Regulations; and

**WHEREAS**, LICENSOR and LICENSEE acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to license; and

**WHEREAS**, the Parties acknowledge that different related entities may operate or conduct the business of LICENSEE in different geographic areas and as a result, each Supplement may be signed by LICENSEE affiliated entities as further described herein, as appropriate based upon the entity holding the FCC license in the subject geographic location.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

- 1) PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LICENSOR agrees to license to LICENSEE that certain space on or upon LICENSOR's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property (as defined below) and to and from the Premises for the purpose of installation, operation, maintenance, repair and modification of LICENSEE's small wireless facilities. The LICENSOR's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of the LICENSOR's property is hereinafter referred to as "Property". In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the Premises or on the Property, LICENSOR agrees to grant LICENSEE the right to install such utilities on, over and/or under the Property and to the Premises as necessary for LICENSEE to operate its communications facility, but only from duly authorized provider of such utilities, provided the location of such utilities shall be designated by LICENSOR.
- 2) PERMIT APPLICATION. For each small wireless facility, LICENSEE shall submit an application to LICENSOR for permit that includes:
  - a) Site specific structural integrity and, for LICENSOR'S utility pole or wireless support structure, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
  - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
  - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
  - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
  - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
  - f) Certification that the collocation complies with LICENSOR's Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
  - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to the following requirements:
  - a) LICENSEE shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

- b) LICENSEE shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c) Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section must be accompanied by the required application fee.
- d) LICENSOR shall not require an application, approval, or permit, or require any fees or other charges, from LICENSEE, for:
  - i) routine maintenance; or
  - ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if LICENSEE notifies LICENSOR at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
  - iii) the installation, placement, maintenance, operation, or replacement of small wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

LICENSEE shall secure a permit from LICENSOR to work within rights-of-way for activities that affect traffic patterns or require lane closures.

#### 4) REQUIREMENTS.

- a) LICENSEE's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. LICENSEE shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and LICENSEE has been given written notice of the interference by the public safety agency, LICENSEE, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The LICENSOR may terminate a permit for a small wireless facility based on such interference if LICENSEE is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) LICENSEE shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
- c) LICENSEE shall install pole mounted equipment at a minimum of 8 feet from the ground.
- d) LICENSEE shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.

- e) LICENSEE shall paint antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
- f) LICENSEE shall install landscaping at the base of poles with respect to any ground equipment installed by LICENSEE on which devices are being installed as required by [INSERT SPECIFIC CODE PROVISION, as now or hereafter amended] of the LICENSOR.
- g) LICENSEE shall comply with all the terms and conditions of LICENSOR's [INSERT APPROPRIATE RIGHT-OF-WAY ORDINANCE, as now or hereafter amended] in regards to construction of utility facilities.
- h) LICENSEE shall comply with requirements that are imposed by a contract between the LICENSOR and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- i) LICENSEE shall comply with applicable spacing requirements in [INSERT APPLICABLE CODES/ORDINANCES, as now or hereafter amended] concerning the location of ground-mounted equipment located in the right-of-way. *(NOTE: the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- j) LICENSEE shall comply with [INSERT CODE PROVISION, as now or hereafter amended] concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any. *(NOTE the requirements must include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.)*
- k) LICENSEE shall comply with [INSERT CODE PROVISION, as now or hereafter amended] for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements that are consistent with PA 100-0585 and adopted by LICENSOR regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) LICENSEE shall not collocate small wireless facilities within the communication worker safety zone of the pole or the electric supply zone of the pole on LICENSOR utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be located in the communications space on the LICENSOR utility pole and on the top of the pole, if not otherwise unavailable, if LICENSEE complies with [INSERT APPLICABLE CODE, as now or hereafter amended] for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
- m) LICENSEE shall comply with the [INSERT APPLICABLE CODE, as now or hereafter amended] that concern public safety.
- n) LICENSEE shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this

Agreement. LICENSEE shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

- o) LICENSEE shall comply with [INSERT SPECIFIC DESIGN STANDARDS] for decorative utility poles, or stealth, concealment, and aesthetic requirements that are identified by LICENSOR in [INSERT SPECIFIC PROVISIONS, as now or hereafter amended] adopted by LICENSOR, LICENSOR's comprehensive plan dated \_\_\_\_\_, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.
- p) LICENSOR requires the following design or concealment measures in a historic district or historic landmark:

[INSERT DESIGN AND CONCEALMENT STANDARDS]

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any LICENSEE's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit LICENSOR's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

5) APPLICATION PROCESS. LICENSOR shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by LICENSOR shall be processed by LICENSOR and deemed approved if LICENSOR fails to approve or deny the application within 90 days. However, if LICENSEE intends to proceed with the permitted activity on a deemed approved basis, LICENSEE must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance \_\_\_\_\_.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if LICENSOR fails to approve or deny the application within 120 days. However, if LICENSEE applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify LICENSOR in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by LICENSOR. The receipt of the deemed approved notice shall not preclude LICENSOR's denial of the permit request within the time limits as provided under Ordinance \_\_\_\_\_, as now or hereafter amended.

- c) LICENSOR shall approve an application unless the application does not meet the requirements of Ordinance \_\_\_\_\_, as now or hereafter amended.
  - d) If LICENSOR determines that applicable codes, local code provisions or regulations that concern public safety, or the Requirements of Ordinance \_\_\_\_\_ require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of LICENSEE. LICENSOR must document the basis for a denial, including the specific code provisions or application conditions on which the denial was based, and send the documentation to LICENSEE on or before the day LICENSOR denies an application. LICENSEE may cure the deficiencies identified by LICENSOR and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. LICENSOR shall approve or deny the revised application within 30 days after LICENSEE resubmits the application or it is deemed approved. However, LICENSEE must notify LICENSOR in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.
  - e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, the LICENSOR shall determine whether the application is complete and notify the applicant. If an application is incomplete, the LICENSOR shall specifically identify the missing information. An application shall be deemed complete if the LICENSOR fails to provide notification to the applicant with 30 days after all documents, information and fees specifically enumerated in the LICENSOR's permit application form are submitted by the application to the LICENSOR. Processing deadlines are tolled from the time the LICENSOR sends the notice of incompleteness to the time the applicant provides the missing information.
  - f) TOLLING. The time period for applications may be further tolled by the express agreement in writing by both LICENSOR and LICENSEE; or a local, State or federal disaster declaration or similar emergency that causes the delay.
  - g) CONSOLIDATED APPLICATIONS. A LICENSEE seeking to collocate small wireless facilities within the jurisdiction of LICENSOR shall be allowed, at LICENSEE's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, LICENSOR may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. LICENSOR may issue separate permits for each collocation that is approved in a consolidated application.
- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless LICENSOR and

LICENSEE agree to extend this period or a delay is caused by make-ready work for a LICENSOR utility pole or by the lack of commercial power or backhaul availability at the site, provided LICENSEE has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless LICENSOR grants an extension in writing to the LICENSEE.

- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit and Supplement shall be renewed for equivalent durations unless LICENSOR makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or local code provisions or regulations in Ordinance No. \_\_\_\_\_, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to the LICENSOR's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless LICENSEE terminates it at the end of the then current term by giving LICENSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the LICENSOR in the Supplement (unless LESSOR otherwise designates another payee and provides notice to LICENSEE). LICENSOR and LICENSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LICENSEE until thirty (30) days after the Commencement Date. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. Rental for the use of any poles pursuant to this Agreement, shall be an annual fee of \$200.00 per each wireless facility which LICENSEE attaches to LICENSOR's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, LICENSEE may pay rent by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.
- 10) ABANDONMENT. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned and the LICENSEE must remove the small wireless facility within 90 days after receipt of written notice from LICENSOR notifying LICENSEE of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by LICENSOR to the LICENSEE at the last known address of LICENSEE. If the small wireless

facility is not removed within 90 days of such notice, LICENSOR may remove or cause the removal of such facility and charge said costs to the LICENSEE.

LICENSEE shall provide written notice to LICENSOR of any sale or transfer of small wireless facilities not less than 30 days prior to such transfer and said notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, LICENSOR covenants that it will keep the Poles in good repair as required by all federal, state, county and local laws. If the LICENSOR fails to make such repairs including maintenance within 60 days, of any notification to LICENSOR, the LICENSEE shall have the right to cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If LICENSEE terminates, LICENSEE shall remove its small wireless facility. Termination of this Agreement shall be the LICENSEE's sole remedy.
- 12) MAKE READY TERMS. LICENSOR shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs that are identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary LICENSOR or public service agency plan. Fees for make-ready work, including any LICENSOR utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by the LICENSOR at the LICENSEE's sole cost and expense.
- 13) AERIAL FACILITIES. For LICENSOR utility poles that support aerial facilities used to provide communications services or electric services, LICENSEE shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. LICENSOR shall follow a substantially similar process for such make-ready work except to the extent that the timing requirements are otherwise addressed in Ordinance No. \_\_\_\_\_, as now or hereafter amended. The good-faith estimate of the person owning or controlling LICENSOR's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include LICENSOR utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For LICENSOR utility poles that do not support aerial facilities used to provide communications services or electric services, LICENSOR shall provide a good-faith estimate for any make-ready work necessary to enable the LICENSOR utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any LICENSOR utility pole replacement, shall be completed within 60 days of written acceptance of the good-faith estimate by LICENSEE at LICENSEE's sole cost and expense. Alternatively, if LICENSOR determines that applicable codes or public safety regulations require the LICENSOR's utility

pole to be replaced to support the requested collocation, LICENSOR may require LICENSEE to replace LICENSOR's utility pole at LICENSEE's sole cost and expense.

- 15) GENERAL RESTRICTIONS. In the event LICENSOR, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, LICENSOR shall notify LICENSEE at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, LICENSOR shall provide options for alternative locations for LICENSEE relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). LICENSEE shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, LICENSEE may terminate the applicable Supplement. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, LICENSOR must provide as much notice as reasonably practical under the circumstances. LICENSEE may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days prior to the date specified therein.
- 16) ELECTRICAL. LICENSEE shall be permitted to connect its equipment to necessary electrical and telephone service, at LICENSEE's expense. LICENSEE shall attempt to coordinate with utility companies to provide separate service to LICENSEE's equipment for LICENSEE use. In the event that LICENSEE can obtain separate electrical service with a separate meter measuring usage, the LICENSEE shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, LICENSEE may use existing service, at LICENSEE's expense, upon the reasonable approval of LICENSOR. In the event that LICENSEE uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at LICENSEE's expense, which shall monitor LICENSEE's utility usage (with a reading and subsequent bill for usage delivered to LICENSEE by either the applicable utility company or LICENSOR); or (ii) provide for an additional fee in the applicable Supplement which shall cover LICENSEE's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. LICENSEE shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LICENSOR. LICENSEE shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by LICENSOR.
- 18) USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. LICENSEE shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or

Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, LICENSEE shall have the right to terminate the applicable Supplement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 23 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid to said termination date shall be retained by LICENSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of rent to LICENSOR for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, LICENSEE shall continue to be liable for all rental payments to the LICENSOR until all equipment is removed from the Property.

- 19) INSURANCE. LICENSEE shall carry, at LICENSEE's own cost and expense, the following insurance: (i) property insurance for its property's replacement cost against all risks; (ii) workers' compensation insurance, as required by law; or (iii) commercial general liability insurance with respect to its activities on LICENSOR improvements or rights-of-way to afford [Insert minimum protection limits consistent with requirements of other users of LICENSOR improvements or rights-of-way, including coverage for bodily injury and property damage. Example: LICENSEE agrees that at its own cost and expense, LICENSEE will maintain general liability insurance with limits not less than \$\_\_\_\_\_ for injury to or death of one or more persons in any one occurrence and \$\_\_\_\_\_ for damage or destruction to property in any one occurrence.) LICENSEE shall include LICENSOR as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of LICENSOR in a commercial general liability policy.]

LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements required by LICENSOR. If LICENSEE self-insures it is not required, to the extent of the self-insurance, to comply with the requirement for the naming of additional insureds under this Section. If LICENSEE elects to self-insure it shall provide to LICENSOR evidence sufficient to demonstrate LICENSEE'S financial ability to self-insure the insurance coverage and limits required by LICENSOR.

- 20) INDEMNIFICATION. LICENSEE shall indemnify and hold LICENSOR harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of LICENSOR's improvements or right-of-way associated with such improvements by LICENSEE or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. LICENSEE has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of LICENSOR or its employees or agents. LICENSEE hereby further waives any claims that LICENSEE may have against the LICENSOR with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

21) REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by LICENSEE excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of the Supplement, LICENSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

22) RIGHTS UPON SALE. Should LICENSOR, at any time during the Term of any Supplement decide to sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder and under the terms of the Supplement.

23) NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:

Title  
City  
Address  
City, State Zip

Copy to:  
Retained Attorney/Corporation Counsel  
Address  
City, State Zip

LICENSEE:

Name  
Company  
Address  
City, State Zip

Copy to:  
Name  
Company  
Address  
City, State Zip

Either Party may change the addressee and/or location for the giving of notice to it by providing a thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

- 24) CASUALTY. In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.
- 25) DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended to 90 days based on circumstances.
- 26) REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws relating solely to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws

relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

- 28) BOND. LICENSEE shall deposit with LICENSOR on one occasion prior to the commencement of the first Supplement a bond in a form reasonably acceptable to LICENSOR in the amount of \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains more than 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the premises to original condition, if LICENSEE fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.
- 30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.
- 31) AUTHORIZATION. LICENSEE certifies and warrants that it has the authority to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LICENSOR:**

\_\_\_\_\_, an Illinois Municipal Corporation

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**LICENSE SUPPLEMENT**

This License Supplement (Supplement), is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **the City/Village of** \_\_\_\_\_, whose principal place of business is \_\_\_\_\_ (LICENSOR), and \_\_\_\_\_, whose principal place of business is \_\_\_\_\_ (LICENSEE).

1. **Master License Agreement.** This Supplement is a Supplement as referenced in that certain Master License Agreement between the City/Village \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement (note – Supplement should govern because there may be some site specific items that might have to be addressed at an individual location which might create a conflict with Agreement terms) shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** The Property owned by Licensor is located at \_\_\_\_\_ The Premises licensed by the LICENSOR to the LICENSEE hereunder is described on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.

4. **Consideration.** Rent under this Supplement shall be \$200.00 per year, payable to LICENSOR at \_\_\_\_\_. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. LESSEE shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.

5. **Site Specific Terms.** (Include any site-specific terms)

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

**LICENSOR**

City/Village of \_\_\_\_\_, an Illinois Municipal Corporation

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE**

BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT 1

**Premises**

(see attached site plans)

**MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.**

Use your community's press release template/letterhead

**FOR IMMEDIATE RELEASE**

DATE

Contact: Name & Title

Phone Number

Email Address

## Installation of Small Wireless Facilities

**[INSERT COMMUNITY HERE]**— A new law in Illinois, signed by Governor Bruce Rauner on April 12, 2018, allows that additional telecommunication hardware may be added to utility poles, light poles and other structures in the public right-of-way as wireless carriers implement 5G technology and enhance cellular transmission.

On [DATE COMMUNITY PASSED ORDINANCE], the [VILLAGE/TOWN BOARD/CITY COUNCIL] passed an ordinance to implement the regulations allowed by the Small Wireless Facilities Deployment Act (Public Act 100-0585). New devices, commonly known as “small cells,” and antennas could start to be installed on authorized structures throughout our community.

The ordinance requires wireless telecommunications providers to submit permit applications and pay applicable fees up to the limits in state law for the use of the public right-of-way. It also gives the municipality the authority to propose alternate placements within 100 feet of the requested site to help ensure the integrity of the right-of-way.

The ordinance protects our ability to provide public safety services to residents as needed, while ensuring access to new 5G technology. The [CITY/TOWN/VILLAGE OF [INSERT COMMUNITY]] looks forward to improved opportunities through additional technological advancements.

If you have any questions about the installation of these small cell devices, please contact [INSERT WHO IS RESPONSIBLE INTERNALLY].

###



*Public Act 100-0585, the Small Wireless Facilities Deployment Act (the Act), previously known as Senate Bill 1451, specifies how local authorities may regulate the attachment of small wireless facilities. Following is a compilation of frequently asked questions that the Illinois Municipal League (IML) anticipates regarding this Act.*

**What is a small wireless facility?**

A small wireless facility, commonly known as a “small cell,” enables the transmission of data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act states that these small wireless facilities are critical to delivering wireless access to advanced technology, broadband and 9-1-1 services to homes, businesses and schools in Illinois.

**What does the Act do?**

The Act provides the regulations and process for permitting and deploying small wireless facilities throughout Illinois. It specifies how local authorities may regulate the attachment of small wireless facilities on municipal utility poles or other structures.

**What happens if our municipality does not adopt an ordinance or schedule of fees prior to two months after the effective date of the Act?**

In the absence of an ordinance or agreement that makes available to wireless providers the rates, fees and terms for the attachment of small wireless facilities on municipal utility poles, wireless providers may attach small wireless facilities and install utility poles on their own accord, provided they comply with the requirements of the Act.

**What do we do if we begin to receive applications to attach small wireless facilities on our municipal poles before we have adopted an ordinance or a fee schedule, pursuant to the Act?**

Section 15(i)(4) of the Act provides that municipalities have two months following the effective date of the Act to adopt ordinances or provide agreements consistent with the terms of the Act, and thereafter, the terms of the Act will control in the absence of an ordinance or agreement. Permit applications received prior to August 1, 2018, would be acknowledged as received on the earlier of the effective date of the ordinance adopted by the municipality or August 1, 2018.

**Our municipality has already adopted the IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance and/or an ordinance establishing standards for the construction of facilities on rights-of-way. What do we do about those ordinances?**

The municipality should consider leaving the prior IML Small Cell Antenna/Tower Right-of-Way Siting Ordinance in effect to support any existing installations, and adopting the new Model Small Wireless Facilities Deployment Ordinance for permit applications received after adoption of the new Model Small Wireless Facilities Deployment Ordinance. As to the ordinance establishing standards for the construction of facilities on rights-of-way, municipal officials should thoroughly review the ordinance with retained legal counsel or other qualified attorney and amend as necessary to ensure compliance with the Act.



**Does the Act apply to requests for permits to locate on municipal property outside of the right-of-way?**

The Act only requires that requests to locate on municipal property outside of the right-of-way be granted in a competitively neutral and non-discriminatory manner. If your municipality does not presently allow telecommunications carriers access to municipal property outside of the right-of-way, it need not do so.

**If the community requires other right-of-way users to obtain separate permits for electric and cabling requirements for their use, are wireless providers subject to those separate permitting requirements?**

Yes.

**Where are the small wireless facilities permitted uses, pursuant to Section 15(c) of the Act?**

Small wireless facilities are permitted uses in the right-of-way, and on property zoned exclusively for commercial or industrial use. On other property, zoning provisions apply, as do the Federal Communications Commission shot clock timelines for permitting of telecommunications facilities.

**If another authority is running through the municipality, such as a county or state road/street, who has the jurisdiction to control or regulate the small wireless facilities in the right-of-way?**

The unit of government that controls the right-of-way has the jurisdiction to regulate the small wireless facilities in that right-of-way.

**Who can I contact if I have questions?**

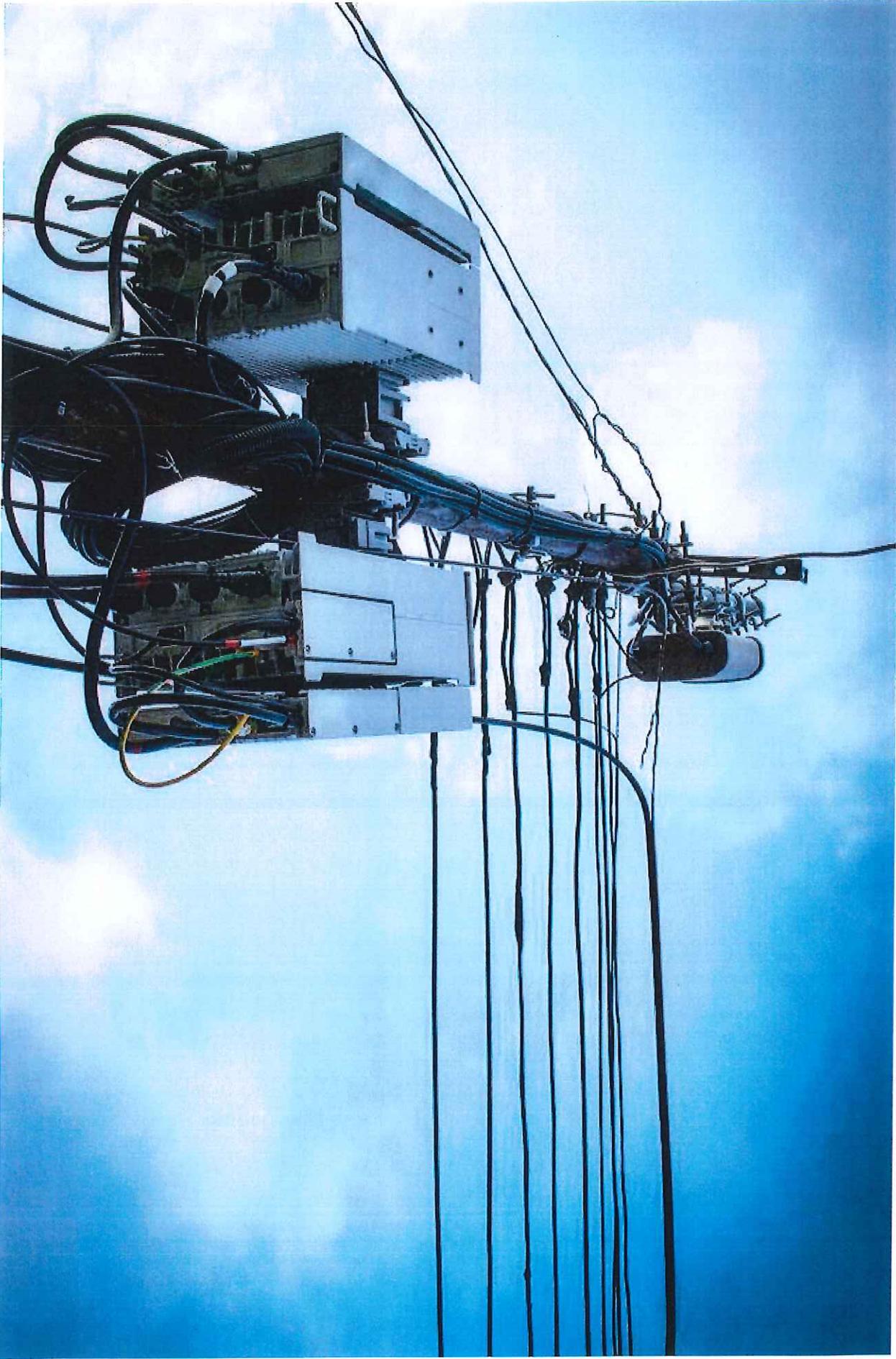
If you have any further questions, please feel welcome to contact:

Amelia Finch | Assistant Counsel  
Illinois Municipal League  
217.525.1220 phone | 217.525.7438 fax  
afinch@iml.org

**MUNICIPAL OFFICIALS SHOULD REVIEW THIS DOCUMENT WITH RETAINED LEGAL COUNSEL OR OTHER QUALIFIED ATTORNEY.**







# 79

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**AGENDA SUPPLEMENT**

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**To:** Mayor & City Council

**From:** Anna Leyrer, Deputy City Clerk

**Date:** June 25, 2018 Regular City Council Meeting

**Re:** Ordinance Establishing Prevailing Wage Rates

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Pursuant to state statute, it's time again for establishing prevailing wage rates for the City. Enclosed is an ordinance adopting the Act established by the Illinois Department of Labor for McHenry County. Due to the IDOL not having current rates available, they directed us to approve the rates that were last approved, which are from September 2017. Since the Ordinance itself is just establishing that the City will follow the Act and that any and all revisions made after September 2017 shall supersede the previous determination, this does not pose an issue.

If you are in agreement, a motion would be in order to pass An Ordinance Establishing Prevailing Wage Rates for the City of Marengo.

**ORDINANCE NO. 18-6-X**  
*An Ordinance Establishing Prevailing Wage  
Rates for the City of Marengo*

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended (820 ILCS 130/1 *et seq.*); and

WHEREAS, the aforesaid Act requires that the Mayor and City Council of the City of Marengo investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City employed in performing construction of public works, for said City.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Marengo, McHenry County, Illinois, as follows:

SECTION 1: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Marengo is hereby ascertained to be the same as the prevailing rate of wages for construction work in the McHenry County area as determined by the Illinois Department of Labor. As required by said Act, any and all revisions of the prevailing rate of wages by the Illinois Department of Labor shall supersede the Department's prior determination at the time of adoption of this ordinance and apply to any and all public works construction undertaken by the City of Marengo. As required by said Act, any and all revisions of the prevailing rate of wages by the Illinois Department of Labor shall supersede the Department's previous determination and apply to any and all public works construction undertaken by the City of Marengo. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Marengo to the extent required by the aforesaid Act.

SECTION 3: The Clerk shall publicly post or keep available for inspection by any interested party in the main office of the City of Marengo this determination or any revisions of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rates of wages then in effect shall be attached to all contract specifications.

SECTION 4: The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the

particular class of workers whose wages will be affected by such rates.

SECTION 5: The Clerk shall promptly file a certified copy of this Ordinance with the Illinois Department of Labor in Springfield.

SECTION 6: The City Clerk shall cause to be posted on the City's website the notice of passage of this Ordinance, with a hyperlink to the prevailing wage schedule published on the official website of the Department of Labor, and such posting shall constitute notice that the determination is effective and that this is the determination of this public body.

Voting Aye:

Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Mayor John Koziol

ATTEST: \_\_\_\_\_  
City Clerk Constance J. Boxleitner

Passed:

Approved:

Published:

(SEAL)

## CERTIFICATION

I, Constance J. Boxleitner, do hereby certify that I am the duly qualified Clerk of the City of Marengo, McHenry County, Illinois, and that as such Clerk, I am the keeper of the ordinances, records, corporate seal and proceedings of the Mayor and City Council of said City of Marengo.

I do hereby further certify that at a meeting of the Mayor and City Council of the City of Marengo, held on the 25<sup>th</sup> day of June, 2018, the foregoing Ordinance entitled *An Ordinance Establishing Prevailing Wage Rates for the City of Marengo*, was duly passed and approved by the Mayor and City Council of the City of Marengo.

The pamphlet form of Ordinance No. 18-6-X, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available from the City Clerk commencing on the 26<sup>th</sup> day of June, 2018, and continuing for at least 10 days thereafter.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said City for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said City to be affixed hereto this 26<sup>th</sup> day of June, 2018.

\_\_\_\_\_  
Constance J. Boxleitner, Clerk,  
City of Marengo  
McHenry County, Illinois

(SEAL)

**Prevailing Wage rates for  
McHenry County  
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	13.77	13.20	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.88	40.38	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
CEMENT MASON	ALL	ALL		44.84	46.84	2	1.5	2	10.00	21.01	0.00	0.50
CERAMIC TILE FNSHER	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMMUNICATION TECH	ALL	BLD		38.15	40.55	1.5	1.5	2	12.18	12.77	0.00	0.67
ELECTRIC PWR EQMT OP	ALL	ALL		37.89	51.48	1.5	1.5	2	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT OP	ALL	HWY		41.45	56.38	1.5	1.5	2	5.50	12.87	0.00	0.73
ELECTRIC PWR GRNDMAN	ALL	ALL		29.30	51.48	1.5	1.5	2	5.00	9.09	0.00	0.29
ELECTRIC PWR GRNDMAN	ALL	HWY		32.00	56.38	1.5	1.5	2	5.50	9.92	0.00	0.66
ELECTRIC PWR LINEMAN	ALL	ALL		45.36	51.48	1.5	1.5	2	5.00	14.06	0.00	0.45
ELECTRIC PWR LINEMAN	ALL	HWY		49.67	56.38	1.5	1.5	2	5.50	15.40	0.00	0.88
ELECTRIC PWR TRK DRV	ALL	ALL		30.34	51.48	1.5	1.5	2	5.00	9.40	0.00	0.30
ELECTRIC PWR TRK DRV	ALL	HWY		33.14	56.38	1.5	1.5	2	5.50	10.29	0.00	0.59
ELECTRICIAN	ALL	ALL		47.29	51.69	1.5	1.5	2	14.58	15.87	0.00	0.95
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
FENCE ERECTOR	E	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
FENCE ERECTOR	S	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		47.33	49.33	2	2	2	14.15	22.39	0.00	0.35
IRON WORKER	S	ALL		45.61	49.25	2	2	2	11.52	22.65	0.00	0.81
IRON WORKER	W	ALL		38.33	44.08	2	2	2	12.27	24.57	0.00	0.60

LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	13.77	13.20	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
MACHINIST	ALL	BLD		47.56	50.06	1.5	1.5	2	7.05	8.95	1.85	1.47
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	13.77	13.20	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
OPERATING ENGINEER	ALL	BLD	1	50.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT		38.00	38.00	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	E	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
ORNAMNTL IRON WORKER	S	ALL		45.06	48.66	2	2	2	10.52	20.76	0.00	0.40
PAINTER	ALL	ALL		44.18	46.18	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.88	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89

PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		45.77	47.77	1.5	1.5	2	10.65	14.10	0.00	0.82
SIGN HANGER	ALL	BLD		26.07	27.57	1.5	1.5	2	3.80	3.55	0.00	0.00
SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	ALL		46.20	48.20	2	2	2	13.65	21.52	0.00	0.35
STEEL ERECTOR	S	ALL		45.56	49.20	2	2	2	11.02	21.51	0.00	0.70
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	HWY		32.75	34.35	1.5	1.5	2	8.45	6.05	0.00	0.50
TRUCK DRIVER	ALL	ALL	1	37.05	37.60	1.5	1.5	2	9.00	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	2	37.20	37.60	1.5	1.5	2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	3	37.40	37.60	1.5	1.5	2	9.50	7.50	0.00	0.15
TRUCK DRIVER	ALL	ALL	4	37.60	37.60	1.5	1.5	2	9.50	7.50	0.00	0.15
TUCK POINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

**Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

Explanations MCHENRY COUNTY

**FENCE ERECTOR (EAST)** - That part of the county East and Northeast of a line following Route 31 North to Route 14, northwest to Route 47 north to the Wisconsin State Line.

**IRONWORKERS (EAST)** - That part of the county East of Rts. 47 and 14.

IRONWORKERS (SOUTH) - That part of the county South of Route 14 and East of Route 47.

IRONWORKERS (WEST) - That part of the county West of Route 47.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment

used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve;

Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all

types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

#### OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRAFFIC SAFETY - work associated with barricades, hoses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

## TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

## LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

## MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

CITY OF MARENGO

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TREASURER'S REPORT FOR MAY, 2018

PAGE: 1

FUND NAME	BANK	CASH	INVESTMENT	INVESTMENTS			INVESTMENTS	CASH	INVESTMENT	CASH AND	Y.T.D.
		BALANCE	BALANCE	DEPOSITED	RETURNS	WITHDRAWN	MADE	BALANCE	BALANCE	INVESTMENT	INTEREST
		05/01/18	05/01/18	THIS MONTH	THIS MONTH	THIS MONTH	THIS MONTH	05/31/18	05/31/18	05/31/18	05/31/18
GENERAL (01)	1	1,277,029.33	23,888.26	394,040.86	0.00	390,812.61	12.90	1,280,244.68	23,901.16	1,304,145.84	334.02
AUDIT (02)	1	-572.83	0.00	649.39	0.00	0.00	0.00	76.56	0.00	76.56	0.00
27TH PAYROLL (04)	1	22,823.00	0.00	0.00	0.00	0.00	0.00	22,823.00	0.00	22,823.00	0.00
POLICE VEHICLE (05)	1	-388.68	0.00	0.00	0.00	0.00	0.00	-388.68	0.00	-388.68	0.00
P.W. VEHICLE (06)	1	55,346.00	0.00	0.00	0.00	0.00	0.00	55,346.00	0.00	55,346.00	0.00
RETIREMENT (07)	1	42,728.60	0.00	0.00	0.00	0.00	0.00	42,728.60	0.00	42,728.60	0.00
TOTALS-BANK # 1		1,396,965.42	23,888.26	394,690.25	0.00	390,812.61	12.90	1,400,830.16	23,901.16	1,424,731.32	334.02
GENERAL (01)	9	49.46	0.00	116,753.88	0.00	116,753.88	0.00	49.46	0.00	49.46	0.00
POLICE PENSION (10)	10	52,065.19	5,364,563.86	24,514.37	43,775.19	42,920.19	24,514.37	52,920.19	5,345,303.04	5,398,223.23	6,465.54
COMM. EVENTS (17)	17	0.00	0.00	1,357.41	0.00	0.00	0.00	1,357.41	0.00	1,357.41	0.00
D&A AWARE (18)	18	8,870.50	0.00	0.00	0.00	0.00	0.00	8,870.50	0.00	8,870.50	0.00
DRUG FORFEIT (19)	19	26,058.89	0.00	5.52	0.00	1,476.00	0.00	24,588.41	0.00	24,588.41	5.52
MOTOR FUEL TAX (20)	20	194,169.03	0.00	27,242.77	0.00	31,832.80	0.00	189,579.00	0.00	189,579.00	9,734.46
RETAINED PERS (22)	22	198,695.41	0.00	322,062.77	0.00	337,444.22	0.00	183,313.96	0.00	183,313.96	106.08
WATER & SEWER (30)	30	220,743.83	0.00	135,714.97	0.00	178,425.26	0.00	178,033.54	0.00	178,033.54	0.00
WWTP EXPANSION (31)	30	466,118.87	0.00	54,226.71	0.00	375,043.88	0.00	145,301.70	0.00	145,301.70	0.00
W/S EQUIP REPL (32)	30	52,000.00	0.00	0.00	0.00	0.00	0.00	52,000.00	0.00	52,000.00	0.00
TOTALS-BANK # 30		738,862.70	0.00	189,941.68	0.00	553,469.14	0.00	375,335.24	0.00	375,335.24	0.00
2014 WATER IMPR (34)	34	2,228,443.74	0.00	662.43	0.00	0.00	0.00	2,229,106.17	0.00	2,229,106.17	662.43
W/S CAPITAL (37)	37	240,095.07	0.00	61.17	0.00	45.24	0.00	240,111.00	0.00	240,111.00	61.17
PROSPECT ST (40)	40	239,844.94	0.00	61.11	0.00	0.00	0.00	239,906.05	0.00	239,906.05	61.11
CAPITAL IMPR (41)	41	129,158.34	0.00	32.91	0.00	0.00	0.00	129,191.25	0.00	129,191.25	32.91
DEBT SERVICE (43)	43	675,912.05	2,419.20	44,366.67	0.00	69,975.00	3.61	650,300.11	2,422.81	652,722.92	204.17
PD SQUAD (48)	48	54.11	0.00	930.17	0.00	0.00	0.00	984.28	0.00	984.28	0.17
SSA #2 (58)	58	18,226.14	0.00	3.87	0.00	0.00	0.00	18,230.01	0.00	18,230.01	3.87
DOWNTOWN TIF (59)	59	16,647.98	0.00	3.54	0.00	0.00	0.00	16,651.52	0.00	16,651.52	3.54
EASTERN TIF (61)	61	82,358.24	0.00	23,035.24	0.00	0.00	0.00	105,393.48	0.00	105,393.48	19.70
GRAND TOTALS		6,246,477.21	5,390,871.32	1,145,725.76	43,775.19	1,544,729.08	24,530.88	5,866,718.20	5,371,627.01	11,238,345.21	17,694.69

**Treasurer's Report Investment Balances as of May 31, 2018**

FUND	BANK	NUMBER	RATE	TYPE	MATURITY	BALANCE
Debt Service	Illinois Funds	7139114594	Illinois Funds	Money Market	N/A	\$ 2,422.81
General / Developer Contributions	Castle Bank	871044	Variable	Savings	N/A	\$ 17,748.55
General	Illinois Funds	7139114586	Illinois Funds	Money Market	N/A	\$ 6,152.61
Police Pension	Charles Schwab	4229-2366	Variable	Trust	N/A	\$ 5,345,303.04
<b>Debt Service Fund Total</b>						<b>\$ 2,422.81</b>
<b>General Fund Total</b>						<b>\$ 23,901.16</b>
<b>Police Pension Fund Total</b>						<b>\$ 5,345,303.04</b>
<b>Combined Totals</b>						<b>\$ 5,371,627.01</b>

CITY OF MARENGO

PRCT. OF YR: 8.33  
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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
<u>GENERAL CORPORATE FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
01-301-00	PROPERTY TAX - CORPORATE	-	452,675	15,300	0	0	0	0	0	0	0	0	0	0	0	15,299.75	437,375.25	3.38
01-301-03	PROPERTY TAX - ESDA	-	2,278	77	0	0	0	0	0	0	0	0	0	0	0	77.01	2,200.99	3.38
01-301-05	PROPERTY TAX - STREET LIGHTING	-	50,825	1,718	0	0	0	0	0	0	0	0	0	0	0	1,717.88	49,107.12	3.38
01-301-06	PROPERTY TAX - IMRF	-	73,741	2,492	0	0	0	0	0	0	0	0	0	0	0	2,492.48	71,248.52	3.38
01-301-07	PROPERTY TAX - SOCIAL SECURITY	-	107,174	3,623	0	0	0	0	0	0	0	0	0	0	0	3,622.57	103,551.43	3.38
01-301-08	PROPERTY TAX - LIABILITY INSURANCE	-	62,243	2,104	0	0	0	0	0	0	0	0	0	0	0	2,103.92	60,139.08	3.38
01-301-09	PROPERTY TAX - UNEMPLOYMENT INS	-	5,623	190	0	0	0	0	0	0	0	0	0	0	0	190.05	5,432.95	3.38
01-301-10	PROPERTY TAX - WORKMAN'S COMP INS	-	71,529	2,418	0	0	0	0	0	0	0	0	0	0	0	2,417.72	69,111.28	3.38
01-301-14	PROPERTY TAX - ROAD & BRIDGE	-	88,230	4,631	0	0	0	0	0	0	0	0	0	0	0	4,631.38	83,598.62	5.25
01-301-45	PROPERTY TAX - POLICE PENSION FUND	-	300,348	10,327	0	0	0	0	0	0	0	0	0	0	0	10,327.45	290,020.55	3.44
01-301-47	PROPERTY TAX - POLICE PROTECTION	-	399,075	13,489	0	0	0	0	0	0	0	0	0	0	0	13,488.97	385,586.03	3.38
01-303-00	STATE USE TAX	-	201,142	14,982	0	0	0	0	0	0	0	0	0	0	0	14,981.76	186,160.24	7.45
01-304-00	STATE SALES TAX	-	680,000	47,011	0	0	0	0	0	0	0	0	0	0	0	47,010.91	632,989.09	6.91
01-305-00	STATE INCOME TAX	-	732,678	104,893	0	0	0	0	0	0	0	0	0	0	0	104,892.92	627,785.08	14.32
01-306-00	STATE VIDEO GAMING TAX	-	93,000	8,611	0	0	0	0	0	0	0	0	0	0	0	8,611.38	84,388.62	9.26
01-307-00	UTILITY TAX - ELECTRICITY	-	250,000	18,563	0	0	0	0	0	0	0	0	0	0	0	18,563.10	231,436.90	7.43
01-307-01	UTILITY TAX - GAS	-	85,000	7,847	0	0	0	0	0	0	0	0	0	0	0	7,846.57	77,153.43	9.23
01-307-03	UTILITY TAX - TELEPHONE	-	160,000	12,193	0	0	0	0	0	0	0	0	0	0	0	12,192.91	147,807.09	7.62
01-308-00	PLANNING COMMISSION APPLICATION FE	-	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	4,000.00	0.00
01-308-01	DEVELOPMENT FEES	-	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-308-10	NEW CITY HALL FUND CONTRIBUTION	-	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-308-15	RECREATION FUND CONTRIBUTION	-	400	0	0	0	0	0	0	0	0	0	0	0	0	0.00	400.00	0.00
01-309-00	STATE REPLACEMENT TAX	-	38,000	7,343	0	0	0	0	0	0	0	0	0	0	0	7,342.91	30,657.09	19.32
01-309-14	MARENGO TOWNSHIP ROAD & BRIDGE	-	7,500	1,439	0	0	0	0	0	0	0	0	0	0	0	1,439.26	6,060.74	19.19
01-320-00	LIQUOR LICENSES	-	36,450	34,950	0	0	0	0	0	0	0	0	0	0	0	34,950.00	1,500.00	95.88
01-320-01	VENDING MACHINES & GAMES	-	3,500	3,875	0	0	0	0	0	0	0	0	0	0	0	3,875.00	-375.00	110.71
01-320-03	CABLE TV FRANCHISE/TOWER RENT	-	74,000	16,445	0	0	0	0	0	0	0	0	0	0	0	16,444.78	57,555.22	22.22
01-320-04	VIDEO SERVICE FRANCHISE FEES	-	7,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	7,500.00	0.00
01-320-05	SCAVENGER LICENSES	-	1,400	1,750	0	0	0	0	0	0	0	0	0	0	0	1,750.00	-350.00	125.00
01-330-00	PERMITS - BUILDING	-	40,000	3,213	0	0	0	0	0	0	0	0	0	0	0	3,213.00	36,787.00	8.03
01-330-01	PERMITS - OTHER	-	200	50	0	0	0	0	0	0	0	0	0	0	0	50.00	150.00	25.00
01-330-17	PERMITS - VEHICLE	-	55,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	55,000.00	0.00
01-340-00	COURT FINES	-	55,000	2,980	0	0	0	0	0	0	0	0	0	0	0	2,979.52	52,020.48	5.42
01-340-01	PARKING FINES	-	4,000	150	0	0	0	0	0	0	0	0	0	0	0	150.00	3,850.00	3.75
01-340-02	OTHER FINES-PROSECUTION FEES	-	6,000	408	0	0	0	0	0	0	0	0	0	0	0	408.00	5,592.00	6.80
01-340-03	DRUG FINES	-	600	0	0	0	0	0	0	0	0	0	0	0	0	0.00	600.00	0.00
01-340-04	MUNICIPAL ORDINANCE FINES	-	4,000	125	0	0	0	0	0	0	0	0	0	0	0	125.00	3,875.00	3.13
01-340-06	ADM PROCESSING FEES	-	1,000	60	0	0	0	0	0	0	0	0	0	0	0	60.00	940.00	6.00
01-345-00	SIDEWALK & STREET CUT DEPOSITS	-	0	-3,500	0	0	0	0	0	0	0	0	0	0	0	-3,500.00	3,500.00	0.00

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
01-361-00	SECURITY ALARMS	-	100	0	0	0	0	0	0	0	0	0	0	0	0	0.00	100.00	0.00
01-373-00	INTEREST	-	1,800	334	0	0	0	0	0	0	0	0	0	0	0	334.02	1,265.98	20.88
01-380-03	POLICE DEPARTMENT GRANT REVENUE	-	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-380-20	GRANT REVENUE	-	8,728	8,258	0	0	0	0	0	0	0	0	0	0	0	8,258.00	470.00	94.62
01-381-01	DETAIL OFFICER PAY REIMBURSEMENT	-	1,300	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,300.00	0.00
01-381-02	FIRE & POLICE COMMISSION REVENUE	-	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	3,000.00	0.00
01-390-17	DONATIONS - COMMUNITY EVENTS	-	6,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	6,000.00	0.00
01-392-00	MISC. RECEIPTS	-	5,000	180	0	0	0	0	0	0	0	0	0	0	0	180.00	4,820.00	3.60
01-392-06	SURPLUS PROPERTY PROCEEDS	-	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	15,000.00	0.00
01-392-07	UNCLAIMED EVIDENCE PROCEEDS	-	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
01-392-08	FINGERPRINT FEES	-	500	100	0	0	0	0	0	0	0	0	0	0	0	100.00	400.00	20.00
01-392-09	IMPOUND FEES	-	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
*TOTAL	REVENUE REVENUE	-	4,199,339	348,628	0	0	0	0	0	0	0	0	0	0	0	348,628.22	3,850,710.78	8.30
**TOTAL	GENERAL CORPORATE FUND REVENUE	-	4,199,339	348,628	0	0	0	0	0	0	0	0	0	0	0	348,628.22	3,850,710.78	8.30

GENERAL CORPORATE FUND EXPENDITURES

ADMINISTRATION DEPARTMENT

PERSONNEL

01-51-400.20	SALARY - FULL TIME	0	213,268	18,389	0	0	0	0	0	0	0	0	0	0	0	18,388.60	194,879.40	8.62
01-51-400.26	SALARY-ELECTED/APPOINTED OFFICIALS	0	48,560	3,650	0	0	0	0	0	0	0	0	0	0	0	3,650.00	44,910.00	7.52
01-51-400.61	SALARY - OVERTIME	0	1,500	297	0	0	0	0	0	0	0	0	0	0	0	296.58	1,203.42	19.77
01-51-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	0	46,377	3,617	0	0	0	0	0	0	0	0	0	0	0	3,617.01	42,759.99	7.80
01-51-403.06	I.M.R.F. - CITY SHARE	0	23,345	2,031	0	0	0	0	0	0	0	0	0	0	0	2,031.08	21,313.92	8.70
01-51-403.07	S.S./MEDICARE - CITY SHARE	0	20,145	1,654	0	0	0	0	0	0	0	0	0	0	0	1,653.62	18,491.38	8.21
01-51-408.00	LIABILITY INSURANCE	0	86,280	89	0	0	0	0	0	0	0	0	0	0	0	89.00	86,191.00	0.10
01-51-408.01	WORKER'S COMPENSATION INS	0	67,908	12,248	0	0	0	0	0	0	0	0	0	0	0	12,247.64	55,660.36	18.04
01-51-408.02	UNEMPLOYMENT INSURANCE	0	2,597	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,597.00	0.00
01-51-429.01	EXPENSES - CITY OFFICIALS	0	750	44	0	0	0	0	0	0	0	0	0	0	0	43.88	706.12	5.85
01-51-429.03	EXPENSES - PLANNING COMMISSION	0	500	94	0	0	0	0	0	0	0	0	0	0	0	93.62	406.38	18.72
01-51-430.00	TRAINING	0	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	3,000.00	0.00
01-51-435.05	SAFETY COMMITTEE INITIATIVES	0	8,700	0	0	0	0	0	0	0	0	0	0	0	0	0.00	8,700.00	0.00
01-51-443.00	DUES, MEMBERSHIPS	0	5,500	511	0	0	0	0	0	0	0	0	0	0	0	510.50	4,989.50	9.28
01-51-479.00	TRANSFER TO 27TH PAYROLL FUND	0	9,187	0	0	0	0	0	0	0	0	0	0	0	0	0.00	9,187.00	0.00
01-51-480.05	CITY ADMINISTRATOR EXPENSES	0	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
*TOTAL	PERSONNEL	0	538,617	42,622	0	0	0	0	0	0	0	0	0	0	0	42,621.53	495,995.47	7.91

EQUIPMENT, SUPPLIES & SERVICES

01-51-504.00	DIRECT DEPOSIT FEES	0	180	16	0	0	0	0	0	0	0	0	0	0	0	15.91	164.09	8.84
01-51-512.00	MAINTENANCE - EQUIPMENT	0	3,000	281	0	0	0	0	0	0	0	0	0	0	0	280.87	2,719.13	9.36
01-51-523.00	TELEPHONE	0	6,000	458	0	0	0	0	0	0	0	0	0	0	0	457.80	5,542.20	7.63
01-51-523.01	WEBSITE HOSTING & MAINTENANCE	0	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	3,000.00	0.00

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
01-51-529.04	EXPENSES - E.S.D.A.	0	2,275	1,795	0	0	0	0	0	0	0	0	0	0	0	1,795.00	480.00	78.90
01-51-531.00	SUBSCRIPTIONS	0	300	0	0	0	0	0	0	0	0	0	0	0	0	0.00	300.00	0.00
01-51-532.00	POSTAGE	0	3,500	295	0	0	0	0	0	0	0	0	0	0	0	295.05	3,204.95	8.43
01-51-533.00	LEGAL PRINTING, ADVERTISING	0	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-51-533.02	PRINTING - MISC.	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
01-51-533.03	FILING OF DOCUMENTS	0	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-51-565.01	SUPPLIES - OFFICE	0	5,000	631	0	0	0	0	0	0	0	0	0	0	0	631.42	4,368.58	12.63
01-51-580.00	MISC - CITY FUNCTION EXPENSE	0	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
01-51-580.03	MISC. - COMMUNITY FUNCTIONS	0	7,000	2,000	0	0	0	0	0	0	0	0	0	0	0	2,000.00	5,000.00	28.57
01-51-580.04	MISCELLANEOUS - CITY OFFICE	0	1,000	167	0	0	0	0	0	0	0	0	0	0	0	167.28	832.72	16.73
01-51-581.00	SALES TAX REBATE	0	58,500	29,516	0	0	0	0	0	0	0	0	0	0	0	29,516.05	28,983.95	50.45
01-51-588.00	CONTRACT PAYMENT	0	600	0	0	0	0	0	0	0	0	0	0	0	0	0.00	600.00	0.00
01-51-588.01	CONTRACT PAYMENT - PACE	0	7,648	637	0	0	0	0	0	0	0	0	0	0	0	637.33	7,010.67	8.33
01-51-594.00	NEW EQUIPMENT	0	8,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	8,000.00	0.00
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	0	113,253	35,797	0	0	0	0	0	0	0	0	0	0	0	35,796.71	77,456.29	31.61
<u>CONTRACTED SERVICES</u>																		
01-51-636.00	SERVICES - ENGINEERING	0	30,000	2,782	0	0	0	0	0	0	0	0	0	0	0	2,781.97	27,218.03	9.27
01-51-636.02	SERVICES - ENG./COMMUNITY DEV.	0	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	15,000.00	0.00
01-51-637.00	SERVICES - LEGAL	0	50,000	990	0	0	0	0	0	0	0	0	0	0	0	990.00	49,010.00	1.98
01-51-637.02	SERVICES - LEGAL - CB	0	5,000	141	0	0	0	0	0	0	0	0	0	0	0	140.62	4,859.38	2.81
01-51-637.03	SERVICES - LEGAL/COMMUNITY DEV	0	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00
01-51-638.00	SERVICES - PROFESSIONAL - TIF	0	1,750	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,750.00	0.00
01-51-638.01	SERVICES - OTHER PROFESSIONAL	0	5,000	1,765	0	0	0	0	0	0	0	0	0	0	0	1,765.25	3,234.75	35.31
01-51-688.04	CONTRACT - UTILITY AUDIT	0	1,000	49	0	0	0	0	0	0	0	0	0	0	0	48.53	951.47	4.85
01-51-688.05	CONTRACT - ECONOMIC DEVELOPMENT	0	25,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	25,000.00	0.00
01-51-688.06	CONTRACT - LOBBYIST	0	25,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	25,000.00	0.00
*TOTAL	CONTRACTED SERVICES	0	167,750	5,726	0	0	0	0	0	0	0	0	0	0	0	5,726.37	162,023.63	3.41
**TOTAL	ADMINISTRATION DEPARTMENT	0	819,620	84,145	0	0	0	0	0	0	0	0	0	0	0	84,144.61	735,475.39	10.27
<u>POLICE DEPARTMENT</u>																		
<u>PERSONNEL</u>																		
01-52-400.00	SALARY - FULL TIME	0	94,686	7,194	0	0	0	0	0	0	0	0	0	0	0	7,193.60	87,492.40	7.60
01-52-400.02	SALARY - FULL TIME - SWORN	0	1,061,331	78,115	0	0	0	0	0	0	0	0	0	0	0	78,114.70	983,216.30	7.36
01-52-400.05	SALARY - PART TIME	0	23,262	2,524	0	0	0	0	0	0	0	0	0	0	0	2,524.34	20,737.66	10.85
01-52-400.61	SALARY - OVERTIME	0	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
01-52-400.62	SALARY - OVERTIME - SWORN	0	120,000	9,608	0	0	0	0	0	0	0	0	0	0	0	9,607.90	110,392.10	8.01
01-52-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	0	228,975	17,564	0	0	0	0	0	0	0	0	0	0	0	17,564.00	211,411.00	7.67
01-52-403.06	I.M.R.F. - CITY SHARE	0	10,347	782	0	0	0	0	0	0	0	0	0	0	0	781.94	9,565.06	7.56
01-52-403.07	S.S./MEDICARE - CITY SHARE	0	99,433	7,052	0	0	0	0	0	0	0	0	0	0	0	7,051.71	92,381.29	7.09
01-52-429.05	EXPENSES - FIRE & POLICE COMMISSION	0	6,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	6,000.00	0.00

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.	
01-52-430.00	TRAINING	0	21,000	2,128	0	0	0	0	0	0	0	0	0	0	0	2,127.99	18,872.01	10.13	
01-52-443.00	DUES	0	2,300	55	0	0	0	0	0	0	0	0	0	0	0	55.00	2,245.00	2.39	
01-52-469.00	UNIFORM ALLOWANCE	0	17,000	10,277	0	0	0	0	0	0	0	0	0	0	0	10,277.44	6,722.56	60.46	
*TOTAL	PERSONNEL	0	1,684,834	135,299	0	0	0	0	0	0	0	0	0	0	0	135,298.62	1,549,535.38	8.03	
<u>EQUIPMENT, SUPPLIES &amp; SERVICES</u>																			
01-52-510.00	MAINTENANCE - BUILDING	0	15,000	8,660	0	0	0	0	0	0	0	0	0	0	0	8,659.95	6,340.05	57.73	
01-52-511.00	MAINTENANCE - VEHICLES	0	1,000	324	0	0	0	0	0	0	0	0	0	0	0	324.21	675.79	32.42	
01-52-512.00	MAINTENANCE - EQUIPMENT	0	8,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	8,000.00	0.00	
01-52-523.00	TELEPHONE	0	18,000	1,752	0	0	0	0	0	0	0	0	0	0	0	1,752.45	16,247.55	9.74	
01-52-524.00	COPIER	0	800	85	0	0	0	0	0	0	0	0	0	0	0	84.93	715.07	10.62	
01-52-532.00	POSTAGE	0	1,200	50	0	0	0	0	0	0	0	0	0	0	0	50.00	1,150.00	4.17	
01-52-545.00	ADMINISTRATIVE EXPENSES	0	2,000	241	0	0	0	0	0	0	0	0	0	0	0	241.00	1,759.00	12.05	
01-52-565.02	SUPPLIES - OPERATING	0	10,000	2,292	0	0	0	0	0	0	0	0	0	0	0	2,292.18	7,707.82	22.92	
01-52-566.00	GAS AND OIL	0	28,000	2,995	0	0	0	0	0	0	0	0	0	0	0	2,995.00	25,005.00	10.70	
01-52-579.00	TRANSFER TO VEHICLE REPL FUND	0	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00	
01-52-594.00	NEW EQUIPMENT - VEHICLES	0	2,200	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,200.00	0.00	
01-52-594.01	NEW EQUIPMENT - OTHER	0	8,000	1,476	0	0	0	0	0	0	0	0	0	0	0	1,476.00	6,524.00	18.45	
01-52-594.02	BUILDING ADDITION PAYMENT	0	26,731	0	0	0	0	0	0	0	0	0	0	0	0	0.00	26,731.00	0.00	
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	0	147,931	17,876	0	0	0	0	0	0	0	0	0	0	0	17,875.72	130,055.28	12.08	
<u>CONTRACTED SERVICES</u>																			
01-52-637.00	SERVICES - LEGAL	0	40,000	2,750	0	0	0	0	0	0	0	0	0	0	0	2,750.00	37,250.00	6.88	
01-52-637.01	SERVICES - LEGAL - CB	0	5,000	141	0	0	0	0	0	0	0	0	0	0	0	140.63	4,859.37	2.81	
01-52-688.00	SERVICES - DISPATCH	0	116,000	9,558	0	0	0	0	0	0	0	0	0	0	0	9,557.74	106,442.26	8.24	
*TOTAL	CONTRACTED SERVICES	0	161,000	12,448	0	0	0	0	0	0	0	0	0	0	0	12,448.37	148,551.63	7.73	
**TOTAL	POLICE DEPARTMENT	0	1,993,765	165,623	0	0	0	0	0	0	0	0	0	0	0	165,622.71	1,828,142.29	8.31	
<u>STREET DEPARTMENT PERSONNEL</u>																			
01-53-400.05	SALARY - FULL TIME	0	284,200	21,047	0	0	0	0	0	0	0	0	0	0	0	21,046.74	263,153.26	7.41	
01-53-400.61	SALARY - OVERTIME	0	25,000	696	0	0	0	0	0	0	0	0	0	0	0	695.73	24,304.27	2.78	
01-53-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	0	74,560	5,974	0	0	0	0	0	0	0	0	0	0	0	5,973.84	68,586.16	8.01	
01-53-403.06	I.M.R.F. - CITY SHARE	0	33,610	2,363	0	0	0	0	0	0	0	0	0	0	0	2,363.41	31,246.59	7.03	
01-53-403.07	S.S./MEDICARE - CITY SHARE	0	23,654	1,482	0	0	0	0	0	0	0	0	0	0	0	1,482.39	22,171.61	6.27	
01-53-430.00	TRAINING	0	1,000	45	0	0	0	0	0	0	0	0	0	0	0	45.00	955.00	4.50	
01-53-438.02	PRE-EMPLOYMENT TESTING	0	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00	
01-53-469.00	UNIFORM ALLOWANCE	0	5,000	429	0	0	0	0	0	0	0	0	0	0	0	428.79	4,571.21	8.58	
*TOTAL	PERSONNEL	0	447,274	32,036	0	0	0	0	0	0	0	0	0	0	0	32,035.90	415,238.10	7.16	

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

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<u>EQUIPMENT, SUPPLIES &amp; SERVICES</u>																		
01-53-511.00	MAINTENANCE - VEHICLES	0	15,000	353	0	0	0	0	0	0	0	0	0	0	0	353.36	14,646.64	2.36
01-53-512.00	MAINTENANCE - EQUIPMENT	0	8,000	104	0	0	0	0	0	0	0	0	0	0	0	104.21	7,895.79	1.30
01-53-513.01	STREET SIGNS	0	2,500	1,284	0	0	0	0	0	0	0	0	0	0	0	1,284.37	1,215.63	51.37
01-53-514.00	SIDEWALKS - MAINTENANCE	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
01-53-523.00	TELEPHONE	0	4,000	323	0	0	0	0	0	0	0	0	0	0	0	322.71	3,677.29	8.07
01-53-525.00	NEW STORM SEWERS	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
01-53-527.00	STREET LIGHTING	0	78,000	13,205	0	0	0	0	0	0	0	0	0	0	0	13,204.74	64,795.26	16.93
01-53-527.01	STREET LIGHTS	0	3,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	3,500.00	0.00
01-53-528.00	RENTAL	0	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
01-53-532.00	POSTAGE	0	100	50	0	0	0	0	0	0	0	0	0	0	0	50.00	50.00	50.00
01-53-566.00	GAS, OIL, PETROLEUM PRODUCTS	0	13,000	948	0	0	0	0	0	0	0	0	0	0	0	947.69	12,052.31	7.29
01-53-567.00	SUPPLIES - MAINTENANCE	0	5,000	1,928	0	0	0	0	0	0	0	0	0	0	0	1,928.00	3,072.00	38.56
01-53-567.01	SUPPLIES - OFFICE	0	500	59	0	0	0	0	0	0	0	0	0	0	0	59.38	440.62	11.88
01-53-579.00	TRANSFER TO VEHICLE REPL FUND	0	55,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	55,000.00	0.00
01-53-593.00	SMALL TOOLS & EQUIPMENT	0	1,500	376	0	0	0	0	0	0	0	0	0	0	0	376.06	1,123.94	25.07
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	0	193,350	18,631	0	0	0	0	0	0	0	0	0	0	0	18,630.52	174,719.48	9.64
<u>CONTRACTED SERVICES</u>																		
01-53-638.00	SERVICES - ENGINEERING	0	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
01-53-638.01	SERVICES - OTHER PROFESSIONAL	0	3,000	397	0	0	0	0	0	0	0	0	0	0	0	396.75	2,603.25	13.23
*TOTAL	CONTRACTED SERVICES	0	4,000	397	0	0	0	0	0	0	0	0	0	0	0	396.75	3,603.25	9.92
**TOTAL	STREET DEPARTMENT	0	644,624	51,063	0	0	0	0	0	0	0	0	0	0	0	51,063.17	593,560.83	7.92
<u>PUBLIC GROUNDS, WORKS &amp; BEAUTIFICATION</u>																		
<u>PERSONNEL</u>																		
01-54-400.10	SALARY - PART TIME	0	9,038	532	0	0	0	0	0	0	0	0	0	0	0	531.96	8,506.04	5.89
01-54-403.07	S.S./MEDICARE - CITY SHARE	0	691	41	0	0	0	0	0	0	0	0	0	0	0	40.70	650.30	5.89
*TOTAL	PERSONNEL	0	9,729	573	0	0	0	0	0	0	0	0	0	0	0	572.66	9,156.34	5.89
<u>EQUIPMENT, SUPPLIES &amp; SERVICES</u>																		
01-54-510.00	MAINTENANCE - BUILDINGS	0	2,000	91	0	0	0	0	0	0	0	0	0	0	0	91.14	1,908.86	4.56
01-54-512.00	MAINTENANCE - EQUIPMENT	0	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	3,000.00	0.00
01-54-515.00	MAINTENANCE - GROUNDS	0	3,000	1,800	0	0	0	0	0	0	0	0	0	0	0	1,800.00	1,200.00	60.00
01-54-516.00	MAINTENANCE - PARKING LOT	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
01-54-518.00	MAINTENANCE - ELEVATOR	0	3,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	3,000.00	0.00
01-54-526.03	UTILITIES - OTHER	0	7,000	430	0	0	0	0	0	0	0	0	0	0	0	429.88	6,570.12	6.14
01-54-567.00	SUPPLIES - MAINTENANCE	0	4,000	854	0	0	0	0	0	0	0	0	0	0	0	853.81	3,146.19	21.35
01-54-567.01	SUPPLIES - BEAUT/REFORESTATION	0	500	80	0	0	0	0	0	0	0	0	0	0	0	80.00	420.00	16.00
01-54-588.04	TREE TRIMMING & STUMP REMOVAL	0	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	15,000.00	0.00
01-54-588.07	FORESTRY EXPENSES	0	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	4,000.00	0.00

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.	
01-54-592.00	SPENCER PARK MAINTENANCE	0	2,000	21	0	0	0	0	0	0	0	0	0	0	0	20.94	1,979.06	1.05	
01-54-593.00	SMALL TOOLS & EQUIPMENT	0	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00	
01-54-594.04	DOWNTOWN STREETSCAPING	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00	
01-54-594.06	LAND ACQUISITION	0	32,972	16,224	0	0	0	0	0	0	0	0	0	0	0	16,224.47	16,747.53	49.21	
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	0	80,722	19,500	0	0	0	0	0	0	0	0	0	0	0	19,500.24	61,221.76	24.16	
<u>CONTRACTED SERVICES</u>																			
01-54-688.05	SERVICES - MOWING	0	45,000	11,477	0	0	0	0	0	0	0	0	0	0	0	11,477.14	33,522.86	25.50	
01-54-688.07	SERVICES - PROFESSIONAL CLEANING	0	9,600	800	0	0	0	0	0	0	0	0	0	0	0	800.00	8,800.00	8.33	
*TOTAL	CONTRACTED SERVICES	0	54,600	12,277	0	0	0	0	0	0	0	0	0	0	0	12,277.14	42,322.86	22.49	
**TOTAL	PUBLIC GROUNDS, WORKS & BEAUTIFICA	0	145,051	32,350	0	0	0	0	0	0	0	0	0	0	0	32,350.04	112,700.96	22.30	
<u>BUILDING DEPARTMENT</u>																			
<u>PERSONNEL</u>																			
01-55-400.25	SALARY - PART-TIME BLDG. DEPT.	0	14,868	551	0	0	0	0	0	0	0	0	0	0	0	551.32	14,316.68	3.71	
01-55-403.00	HEALTH/LIFE INSURANCE - CITY SHARE	0	0	5	0	0	0	0	0	0	0	0	0	0	0	5.11	-5.11	0.00	
01-55-403.07	S.S./MEDICARE - CITY SHARE	0	1,137	42	0	0	0	0	0	0	0	0	0	0	0	42.17	1,094.83	3.71	
01-55-430.00	TRAINING	0	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00	
01-55-443.00	DUES, MEMBERSHIPS	0	200	33	0	0	0	0	0	0	0	0	0	0	0	32.66	167.34	16.33	
01-55-469.00	UNIFORM ALLOWANCE	0	200	0	0	0	0	0	0	0	0	0	0	0	0	0.00	200.00	0.00	
*TOTAL	PERSONNEL	0	16,905	631	0	0	0	0	0	0	0	0	0	0	0	631.26	16,273.74	3.73	
<u>EQUIPMENT, SUPPLIES &amp; SERVICES</u>																			
01-55-512.00	MAINTENANCE - EQUIPMENT	0	200	0	0	0	0	0	0	0	0	0	0	0	0	0.00	200.00	0.00	
01-55-523.00	TELEPHONE	0	2,200	234	0	0	0	0	0	0	0	0	0	0	0	234.14	1,965.86	10.64	
01-55-529.00	EXPENSES	0	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00	
01-55-531.00	SUBSCRIPTIONS/BOOKS	0	200	0	0	0	0	0	0	0	0	0	0	0	0	0.00	200.00	0.00	
01-55-532.00	POSTAGE	0	300	50	0	0	0	0	0	0	0	0	0	0	0	50.00	250.00	16.67	
01-55-565.00	SUPPLIES	0	1,500	-115	0	0	0	0	0	0	0	0	0	0	0	-114.93	1,614.93	-7.66	
01-55-593.00	SMALL TOOLS & EQUIPMENT	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0.00	100.00	0.00	
01-55-594.00	NEW EQUIPMENT	0	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00	
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	0	5,500	169	0	0	0	0	0	0	0	0	0	0	0	169.21	5,330.79	3.08	
<u>CONTRACTED SERVICES</u>																			
01-55-638.00	SERVICES - BLDG. INSPECTION	0	15,000	1,225	0	0	0	0	0	0	0	0	0	0	0	1,225.00	13,775.00	8.17	
01-55-638.02	SERVICES - OTHER PROFESSIONAL	0	5,000	198	0	0	0	0	0	0	0	0	0	0	0	198.38	4,801.62	3.97	
*TOTAL	CONTRACTED SERVICES	0	20,000	1,423	0	0	0	0	0	0	0	0	0	0	0	1,423.38	18,576.62	7.12	
**TOTAL	BUILDING DEPARTMENT	0	42,405	2,224	0	0	0	0	0	0	0	0	0	0	0	2,223.85	40,181.15	5.24	

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<u>RESERVES</u>																		
<u>EXPENSES</u>																		
01-59-779.10	TRANSFER TO POLICE PENSION FUND	0	450,000	10,327	0	0	0	0	0	0	0	0	0	0	0	10,327.45	439,672.55	2.29
01-59-779.99	TRANSFER TO CEMETERY FUND	0	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00
01-59-799.00	CONTINGENCY FUNDS	0	82,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	82,000.00	0.00
*TOTAL	EXPENSES	0	542,000	10,327	0	0	0	0	0	0	0	0	0	0	0	10,327.45	531,672.55	1.91
**TOTAL	RESERVES	0	542,000	10,327	0	0	0	0	0	0	0	0	0	0	0	10,327.45	531,672.55	1.91
***TOTAL	GENERAL CORPORATE FUND EXPENDITURE	0	4,187,465	345,732	0	0	0	0	0	0	0	0	0	0	0	345,731.83	3,841,733.17	8.26
TOTAL	REVENUE LESS EXPENDITURES	0	11,874	2,896	0	0	0	0	0	0	0	0	0	0	0	2,896.39	8,977.61	24.39
<u>AUDIT FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
02-301-00	PROPERTY TAX - AUDIT	-	19,200	649	0	0	0	0	0	0	0	0	0	0	0	649.39	18,550.61	3.38
*TOTAL	REVENUE REVENUE	-	19,200	649	0	0	0	0	0	0	0	0	0	0	0	649.39	18,550.61	3.38
**TOTAL	AUDIT FUND REVENUE	-	19,200	649	0	0	0	0	0	0	0	0	0	0	0	649.39	18,550.61	3.38
<u>AUDIT FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
02-00-735.00	SERVICES - ACCOUNTING	0	18,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	18,000.00	0.00
*TOTAL	EXPENSES	0	18,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	18,000.00	0.00
***TOTAL	AUDIT FUND EXPENDITURES	0	18,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	18,000.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	0	1,200	649	0	0	0	0	0	0	0	0	0	0	0	649.39	550.61	54.12
<u>SINKING FUND - 27TH PAYROLL REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
04-391-01	TRANSFER FROM GENERAL FUND	-	9,187	0	0	0	0	0	0	0	0	0	0	0	0	0.00	9,187.00	0.00
04-391-30	TRANSFER FROM WATER/SEWER FUND	-	2,655	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,655.00	0.00
*TOTAL	REVENUE REVENUE	-	11,842	0	0	0	0	0	0	0	0	0	0	0	0	0.00	11,842.00	0.00
**TOTAL	SINKING FUND - 27TH PAYROLL REVENUE	-	11,842	0	0	0	0	0	0	0	0	0	0	0	0	0.00	11,842.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	-	11,842	0	0	0	0	0	0	0	0	0	0	0	0	0.00	11,842.00	0.00
<u>SINKING FUND - POLICE DEPT VEHICLES REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
05-391-01	TRANSFER FROM GENERAL FUND	-	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00
*TOTAL	REVENUE REVENUE	-	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00
**TOTAL	SINKING FUND - POLICE DEPT VEHICLES I	-	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00

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<u>SINKING FUND - POLICE DEPT VEHICLES EXPENDITURES</u>																		
<u>POLICE DEPARTMENT EXPENSES</u>																		
05-52-794.00	NEW EQUIPMENT - VEHICLES	0	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00
	*TOTAL EXPENSES	0	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00
	**TOTAL POLICE DEPARTMENT	0	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00
	***TOTAL SINKING FUND - POLICE DEPT VEHICLES I	0	27,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	27,000.00	0.00
	TOTAL REVENUE LESS EXPENDITURES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	0.00
<u>SINKING FUND - PUBLIC WORKS VEHICLES REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
06-391-01	TRANSFER FROM GENERAL FUND	-	55,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	55,000.00	0.00
	*TOTAL REVENUE REVENUE	-	55,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	55,000.00	0.00
	**TOTAL SINKING FUND - PUBLIC WORKS VEHICLE	-	55,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	55,000.00	0.00
<u>SINKING FUND - PUBLIC WORKS VEHICLES EXPENDITURES</u>																		
<u>STREET DEPARTMENT EXPENSES</u>																		
06-53-794.00	NEW EQUIPMENT - VEHICLES	0	100,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	100,000.00	0.00
	*TOTAL EXPENSES	0	100,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	100,000.00	0.00
	**TOTAL STREET DEPARTMENT	0	100,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	100,000.00	0.00
	***TOTAL SINKING FUND - PUBLIC WORKS VEHICLE	0	100,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	100,000.00	0.00
	TOTAL REVENUE LESS EXPENDITURES	0	-45,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	-45,000.00	0.00
<u>POLICE PENSION FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
10-301-00	PROPERTY TAX - POLICE PENSION	-	305,540	10,327	0	0	0	0	0	0	0	0	0	0	0	10,327.45	295,212.55	3.38
10-373-00	INTEREST	-	84,000	6,381	0	0	0	0	0	0	0	0	0	0	0	6,381.44	77,618.56	7.60
10-373-01	GNMA RECEIPTS	-	130,000	84	0	0	0	0	0	0	0	0	0	0	0	84.10	129,915.90	0.06
10-391-00	TRANSFER OF EMPLOYEE CONTRIBUTION	-	101,596	7,721	0	0	0	0	0	0	0	0	0	0	0	7,721.38	93,874.62	7.60
10-391-01	TRANSFER FROM GENERAL FUND	-	150,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	150,000.00	0.00
	*TOTAL REVENUE REVENUE	-	771,136	24,514	0	0	0	0	0	0	0	0	0	0	0	24,514.37	746,621.63	3.18
	**TOTAL POLICE PENSION FUND REVENUE	-	771,136	24,514	0	0	0	0	0	0	0	0	0	0	0	24,514.37	746,621.63	3.18

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<u>POLICE PENSION FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
10-00-707.00	PENSION BENEFITS EXPENSE	0	511,270	42,920	0	0	0	0	0	0	0	0	0	0	0	42,920.19	468,349.81	8.39
10-00-780.00	MANAGEMENT FEES	0	13,850	0	0	0	0	0	0	0	0	0	0	0	0	0.00	13,850.00	0.00
10-00-780.02	MISCELLANEOUS	0	12,750	0	0	0	0	0	0	0	0	0	0	0	0	0.00	12,750.00	0.00
10-00-780.04	ACTUARIAL FEES	0	3,900	0	0	0	0	0	0	0	0	0	0	0	0	0.00	3,900.00	0.00
*TOTAL	EXPENSES	0	541,770	42,920	0	0	0	0	0	0	0	0	0	0	0	42,920.19	498,849.81	7.92
***TOTAL	POLICE PENSION FUND EXPENDITURES	0	541,770	42,920	0	0	0	0	0	0	0	0	0	0	0	42,920.19	498,849.81	7.92
TOTAL	REVENUE LESS EXPENDITURES	0	229,366	-18,406	0	0	0	0	0	0	0	0	0	0	0	-18,405.82	247,771.82	-8.02
<u>UNKNOWN FUND # 17 REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
17-390-00	DONATIONS	--	0	1,357	0	0	0	0	0	0	0	0	0	0	0	1,357.41	-1,357.41	0.00
*TOTAL	REVENUE REVENUE	--	0	1,357	0	0	0	0	0	0	0	0	0	0	0	1,357.41	-1,357.41	0.00
**TOTAL	UNKNOWN FUND # 17 REVENUE	--	0	1,357	0	0	0	0	0	0	0	0	0	0	0	1,357.41	-1,357.41	0.00
TOTAL	REVENUE LESS EXPENDITURES	--	0	1,357	0	0	0	0	0	0	0	0	0	0	0	1,357.41	-1,357.41	0.00
<u>P.D. DRUG &amp; ALCOHOL AWARENESS FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
18-392-00	MISC. RECEIPTS	--	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
*TOTAL	REVENUE REVENUE	--	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
**TOTAL	P.D. DRUG & ALCOHOL AWARENESS FUNI	--	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
<u>P.D. DRUG &amp; ALCOHOL AWARENESS FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
18-00-780.00	DRUG & ALCOHOL AWARENESS/ENFORCI	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
*TOTAL	EXPENSES	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
***TOTAL	P.D. DRUG & ALCOHOL AWARENESS FUNI	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	0	-1,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	-1,500.00	0.00
<u>POLICE DEPARTMENT DRUG FORFEITURE FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
19-373-00	INTEREST	--	10	6	0	0	0	0	0	0	0	0	0	0	0	5.52	4.48	55.20
19-392-00	MISC. RECEIPTS	--	500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	500.00	0.00
*TOTAL	REVENUE REVENUE	--	510	6	0	0	0	0	0	0	0	0	0	0	0	5.52	504.48	1.08
**TOTAL	POLICE DEPARTMENT DRUG FORFEITURE	--	510	6	0	0	0	0	0	0	0	0	0	0	0	5.52	504.48	1.08

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<u>POLICE DEPARTMENT DRUG FORFEITURE FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
19-00-780.00	DRUG ENFORCEMENT	0	9,000	1,476	0	0	0	0	0	0	0	0	0	0	0	1,476.00	7,524.00	16.40
*TOTAL	EXPENSES	0	9,000	1,476	0	0	0	0	0	0	0	0	0	0	0	1,476.00	7,524.00	16.40
***TOTAL	POLICE DEPARTMENT DRUG FORFEITURE	0	9,000	1,476	0	0	0	0	0	0	0	0	0	0	0	1,476.00	7,524.00	16.40
TOTAL	REVENUE LESS EXPENDITURES	0	-8,490	-1,470	0	0	0	0	0	0	0	0	0	0	0	-1,470.48	-7,019.52	17.32
<u>MOTOR FUEL TAX FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
20-306-00	STATE PAYMENT	-	196,936	17,508	0	0	0	0	0	0	0	0	0	0	0	17,508.31	179,427.69	8.89
20-373-00	INTEREST	-	600	52	0	0	0	0	0	0	0	0	0	0	0	51.88	548.12	8.65
20-373-01	INTEREST REBATE - 2010 BONDS	-	20,289	9,683	0	0	0	0	0	0	0	0	0	0	0	9,682.58	10,606.42	47.72
*TOTAL	REVENUE REVENUE	-	217,825	27,243	0	0	0	0	0	0	0	0	0	0	0	27,242.77	190,582.23	12.51
**TOTAL	MOTOR FUEL TAX FUND REVENUE	-	217,825	27,243	0	0	0	0	0	0	0	0	0	0	0	27,242.77	190,582.23	12.51
<u>MOTOR FUEL TAX FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
20-00-713.01	STREET PROGRAM	0	45,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	45,000.00	0.00
20-00-714.00	ROAD SAFETY MATERIALS	0	50,000	1,130	0	0	0	0	0	0	0	0	0	0	0	1,130.30	48,869.70	2.26
20-00-787.00	DEBT SERVICE PAYMENT	0	125,500	30,703	0	0	0	0	0	0	0	0	0	0	0	30,702.50	94,797.50	24.46
20-00-787.01	PROSPECT STREET SHORTAGE	0	35,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	35,000.00	0.00
*TOTAL	EXPENSES	0	255,500	31,833	0	0	0	0	0	0	0	0	0	0	0	31,832.80	223,667.20	12.46
***TOTAL	MOTOR FUEL TAX FUND EXPENDITURES	0	255,500	31,833	0	0	0	0	0	0	0	0	0	0	0	31,832.80	223,667.20	12.46
TOTAL	REVENUE LESS EXPENDITURES	0	-37,675	-4,590	0	0	0	0	0	0	0	0	0	0	0	-4,590.03	-33,084.97	12.18
<u>RETAINED PERSONNEL FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
22-373-00	INTEREST	-	0	106	0	0	0	0	0	0	0	0	0	0	0	106.08	-106.08	0.00
*TOTAL	REVENUE REVENUE	-	0	106	0	0	0	0	0	0	0	0	0	0	0	106.08	-106.08	0.00
**TOTAL	RETAINED PERSONNEL FUND REVENUE	-	0	106	0	0	0	0	0	0	0	0	0	0	0	106.08	-106.08	0.00
TOTAL	REVENUE LESS EXPENDITURES	-	0	106	0	0	0	0	0	0	0	0	0	0	0	106.08	-106.08	0.00
<u>WATER AND SEWER FUND REVENUE</u>																		
<u>WATER REVENUE REVENUE</u>																		
30-250-00	SUPPLY & DISTRIBUTION	-	505,000	36,903	0	0	0	0	0	0	0	0	0	0	0	36,903.30	468,096.70	7.31
30-250-01	DEBT SERVICE	-	338,000	27,559	0	0	0	0	0	0	0	0	0	0	0	27,559.32	310,440.68	8.15
30-252-01	CONNECTIONS	-	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
30-255-01	METER SALES	-	2,000	108	0	0	0	0	0	0	0	0	0	0	0	108.00	1,892.00	5.40

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

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ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
30-273-00	INTEREST	--	500	165	0	0	0	0	0	0	0	0	0	0	0	164.76	335.24	32.95
30-292-00	MISC. RECEIPTS	--	2,500	300	0	0	0	0	0	0	0	0	0	0	0	300.00	2,200.00	12.00
*TOTAL	WATER REVENUE REVENUE	--	853,000	65,035	0	0	0	0	0	0	0	0	0	0	0	65,035.38	787,964.62	7.62
<u>SANITARY/WASTEWATER REVENUE REVENUE</u>																		
30-451-00	COLLECTION & TREATMENT	--	635,000	47,827	0	0	0	0	0	0	0	0	0	0	0	47,826.64	587,173.36	7.53
30-451-01	DEBT SERVICE	--	227,000	18,491	0	0	0	0	0	0	0	0	0	0	0	18,491.30	208,508.70	8.15
30-452-00	CONNECTIONS	--	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00
30-455-00	METER SALES	--	2,000	108	0	0	0	0	0	0	0	0	0	0	0	108.00	1,892.00	5.40
30-492-01	MISC. RECEIPTS	--	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
*TOTAL	SANITARY/WASTEWATER REVENUE REVE	--	871,000	66,426	0	0	0	0	0	0	0	0	0	0	0	66,425.94	804,574.06	7.63
**TOTAL	WATER AND SEWER FUND REVENUE	--	1,724,000	131,461	0	0	0	0	0	0	0	0	0	0	0	131,461.32	1,592,538.68	7.63
<u>WATER AND SEWER FUND EXPENDITURES</u>																		
<u>RESERVES</u>																		
<u>EXPENSES</u>																		
30-59-797.00	TRANSFER TO W/S VEHICLE REPL FUND	0	13,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	13,000.00	0.00
30-59-799.00	CONTINGENCY FUNDS	0	41,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	41,000.00	0.00
*TOTAL	EXPENSES	0	54,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	54,000.00	0.00
**TOTAL	RESERVES	0	54,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	54,000.00	0.00
<u>WATER DEPARTMENT</u>																		
<u>PERSONNEL</u>																		
30-70-400.10	SALARY - FULL TIME	0	185,699	14,900	0	0	0	0	0	0	0	0	0	0	0	14,899.99	170,799.01	8.02
30-70-400.61	SALARY - OVERTIME	0	25,000	1,336	0	0	0	0	0	0	0	0	0	0	0	1,336.27	23,663.73	5.35
30-70-403.00	HEALTH/LIFE INS - CITY SHARE	0	21,278	1,618	0	0	0	0	0	0	0	0	0	0	0	1,618.35	19,659.65	7.61
30-70-403.06	I.M.R.F. - CITY SHARE	0	22,756	1,765	0	0	0	0	0	0	0	0	0	0	0	1,764.88	20,991.12	7.76
30-70-403.07	S.S./MEDICARE - CITY SHARE	0	16,118	1,169	0	0	0	0	0	0	0	0	0	0	0	1,169.13	14,948.87	7.25
30-70-403.08	UNEMPLOYMENT PREMIUM	0	188	0	0	0	0	0	0	0	0	0	0	0	0	0.00	188.00	0.00
30-70-403.09	WORKERS COMP PREMIUM	0	3,351	817	0	0	0	0	0	0	0	0	0	0	0	817.38	2,533.62	24.39
30-70-430.02	TRAINING	0	1,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,500.00	0.00
30-70-438.02	PRE-EMPLOYMENT TESTING	0	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
30-70-443.00	DUES	0	800	50	0	0	0	0	0	0	0	0	0	0	0	50.00	750.00	6.25
30-70-469.00	UNIFORM ALLOWANCE	0	2,500	97	0	0	0	0	0	0	0	0	0	0	0	97.20	2,402.80	3.89
30-70-479.00	TRANSFER TO 27TH PAYROLL FUND	0	1,327	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,327.00	0.00
*TOTAL	PERSONNEL	0	280,767	21,753	0	0	0	0	0	0	0	0	0	0	0	21,753.20	259,013.80	7.75

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
<u>EQUIPMENT, SUPPLIES &amp; SERVICES</u>																		
30-70-510.00	MAINTENANCE - BLDGS.	0	2,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,000.00	0.00
30-70-511.00	MAINTENANCE - VEHICLES	0	1,500	494	0	0	0	0	0	0	0	0	0	0	0	494.48	1,005.52	32.97
30-70-512.00	MAINTENANCE - EQUIPMENT	0	4,000	1,082	0	0	0	0	0	0	0	0	0	0	0	1,082.26	2,917.74	27.06
30-70-523.00	TELEPHONE	0	3,500	290	0	0	0	0	0	0	0	0	0	0	0	289.91	3,210.09	8.28
30-70-526.00	UTILITIES	0	50,000	4,694	0	0	0	0	0	0	0	0	0	0	0	4,694.35	45,305.65	9.39
30-70-528.00	RENTAL	0	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00
30-70-532.00	POSTAGE	0	2,500	406	0	0	0	0	0	0	0	0	0	0	0	405.53	2,094.47	16.22
30-70-565.01	SUPPLIES - OFFICE & LAB	0	4,000	397	0	0	0	0	0	0	0	0	0	0	0	396.81	3,603.19	9.92
30-70-565.02	MATERIALS AND SUPPLIES	0	45,000	6,669	0	0	0	0	0	0	0	0	0	0	0	6,668.83	38,331.17	14.82
30-70-566.00	GAS AND OIL	0	4,500	308	0	0	0	0	0	0	0	0	0	0	0	308.45	4,191.55	6.85
30-70-587.00	DEBT SERVICE PAYMENT	0	264,975	22,081	0	0	0	0	0	0	0	0	0	0	0	22,081.25	242,893.75	8.33
30-70-593.00	SMALL TOOLS & EQUIPMENT	0	2,000	9,356	0	0	0	0	0	0	0	0	0	0	0	9,355.73	-7,355.73	467.79
30-70-594.10	REPLACEMENT METER/BATTERY	0	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	0	385,225	45,778	0	0	0	0	0	0	0	0	0	0	0	45,777.60	339,447.40	11.88
<u>CONTRACTED SERVICES</u>																		
30-70-635.00	SERVICES - PROFESSIONAL	0	11,000	2,395	0	0	0	0	0	0	0	0	0	0	0	2,395.42	8,604.58	21.78
30-70-636.00	SERVICES - ENGINEERING	0	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,000.00	0.00
30-70-638.00	SERVICES - LAB ANALYSIS	0	6,000	262	0	0	0	0	0	0	0	0	0	0	0	262.00	5,738.00	4.37
*TOTAL	CONTRACTED SERVICES	0	18,000	2,657	0	0	0	0	0	0	0	0	0	0	0	2,657.42	15,342.58	14.76
**TOTAL	WATER DEPARTMENT	0	683,992	70,188	0	0	0	0	0	0	0	0	0	0	0	70,188.22	613,803.78	10.26
<u>SANITARY &amp; WASTEWATER DEPARTMENT</u>																		
<u>PERSONNEL</u>																		
30-75-400.10	SALARY - FULL TIME	0	262,688	20,241	0	0	0	0	0	0	0	0	0	0	0	20,240.71	242,447.29	7.71
30-75-400.61	SALARY - OVERTIME	0	25,000	2,242	0	0	0	0	0	0	0	0	0	0	0	2,242.36	22,757.64	8.97
30-75-403.00	HEALTH/LIFE INS. - CITY SHARE	0	28,261	2,241	0	0	0	0	0	0	0	0	0	0	0	2,240.62	26,020.38	7.93
30-75-403.06	I.M.R.F. - CITY SHARE	0	31,070	2,444	0	0	0	0	0	0	0	0	0	0	0	2,443.91	28,626.09	7.87
30-75-403.07	S.S./MEDICARE - CITY SHARE	0	22,008	1,639	0	0	0	0	0	0	0	0	0	0	0	1,638.57	20,369.43	7.45
30-75-403.08	UNEMPLOYMENT PREMIUM	0	282	0	0	0	0	0	0	0	0	0	0	0	0	0.00	282.00	0.00
30-75-403.09	WORKERS COMP PREMIUM	0	7,893	1,497	0	0	0	0	0	0	0	0	0	0	0	1,496.98	6,396.02	18.97
30-75-430.00	TRAINING	0	2,000	135	0	0	0	0	0	0	0	0	0	0	0	135.00	1,865.00	6.75
30-75-443.00	DUES	0	200	0	0	0	0	0	0	0	0	0	0	0	0	0.00	200.00	0.00
30-75-469.00	UNIFORM ALLOWANCE	0	4,500	298	0	0	0	0	0	0	0	0	0	0	0	298.08	4,201.92	6.62
30-75-479.00	TRANSFER TO 27TH PAYROLL FUND	0	1,327	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,327.00	0.00
*TOTAL	PERSONNEL	0	385,229	30,736	0	0	0	0	0	0	0	0	0	0	0	30,736.23	354,492.77	7.98

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.	
<u>EQUIPMENT, SUPPLIES &amp; SERVICES</u>																			
30-75-511.00	MAINTENANCE - VEHICLES	0	3,000	62	0	0	0	0	0	0	0	0	0	0	0	62.22	2,937.78	2.07	
30-75-511.01	MAINTENANCE - BUILDINGS	0	8,000	29	0	0	0	0	0	0	0	0	0	0	0	28.56	7,971.44	0.36	
30-75-511.02	MAINTENANCE - EQUIPMENT	0	30,000	10,947	0	0	0	0	0	0	0	0	0	0	0	10,947.35	19,052.65	36.49	
30-75-523.00	TELEPHONE	0	6,000	459	0	0	0	0	0	0	0	0	0	0	0	459.16	5,540.84	7.65	
30-75-526.00	UTILITIES	0	130,000	13,094	0	0	0	0	0	0	0	0	0	0	0	13,093.73	116,906.27	10.07	
30-75-528.00	RENTAL	0	250	0	0	0	0	0	0	0	0	0	0	0	0	0.00	250.00	0.00	
30-75-532.00	POSTAGE	0	2,000	406	0	0	0	0	0	0	0	0	0	0	0	405.52	1,594.48	20.28	
30-75-543.01	NPDES PERMIT	0	17,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	17,500.00	0.00	
30-75-565.01	SUPPLIES - OFFICE	0	2,500	422	0	0	0	0	0	0	0	0	0	0	0	422.01	2,077.99	16.88	
30-75-565.02	SUPPLIES - PLANT	0	2,000	1,087	0	0	0	0	0	0	0	0	0	0	0	1,086.62	913.38	54.33	
30-75-565.06	MATERIALS AND SUPPLIES	0	32,000	10,013	0	0	0	0	0	0	0	0	0	0	0	10,013.17	21,986.83	31.29	
30-75-566.00	GAS AND OIL	0	3,000	293	0	0	0	0	0	0	0	0	0	0	0	293.33	2,706.67	9.78	
30-75-587.00	DEBT SERVICE PAYMENTS	0	286,847	22,517	0	0	0	0	0	0	0	0	0	0	0	22,517.00	264,330.00	7.85	
30-75-593.00	SMALL TOOLS AND EQUIPMENT	0	1,000	782	0	0	0	0	0	0	0	0	0	0	0	781.62	218.38	78.16	
30-75-594.01	NEW EQUIPMENT	0	21,782	580	0	0	0	0	0	0	0	0	0	0	0	579.99	21,202.01	2.66	
*TOTAL	EQUIPMENT, SUPPLIES & SERVICES	0	545,879	60,690	0	0	0	0	0	0	0	0	0	0	0	60,690.28	485,188.72	11.12	
<u>CONTRACTED SERVICES</u>																			
30-75-635.00	SERVICES - PROFESSIONAL	0	40,000	13,320	0	0	0	0	0	0	0	0	0	0	0	13,319.52	26,680.48	33.30	
30-75-636.00	SERVICES - ENGINEERING	0	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00	
*TOTAL	CONTRACTED SERVICES	0	50,000	13,320	0	0	0	0	0	0	0	0	0	0	0	13,319.52	36,680.48	26.64	
**TOTAL	SANITARY & WASTEWATER DEPARTMENT	0	981,108	104,746	0	0	0	0	0	0	0	0	0	0	0	104,746.03	876,361.97	10.68	
***TOTAL	WATER AND SEWER FUND EXPENDITURE	0	1,719,100	174,934	0	0	0	0	0	0	0	0	0	0	0	174,934.25	1,544,165.75	10.18	
TOTAL	REVENUE LESS EXPENDITURES	0	4,900	-43,473	0	0	0	0	0	0	0	0	0	0	0	-43,472.93	48,372.93	-887.20	
<u>WWTP EXPANSION FUND REVENUE</u>																			
<u>REVENUE REVENUE</u>																			
31-351-00	COLLECTION & TREATMENT	-	703,010	52,485	0	0	0	0	0	0	0	0	0	0	0	52,485.36	650,524.64	7.47	
31-351-01	DEBT SERVICE	-	27,701	1,741	0	0	0	0	0	0	0	0	0	0	0	1,741.35	25,959.65	6.29	
*TOTAL	REVENUE REVENUE	-	730,711	54,227	0	0	0	0	0	0	0	0	0	0	0	54,226.71	676,484.29	7.42	
**TOTAL	WWTP EXPANSION FUND REVENUE	-	730,711	54,227	0	0	0	0	0	0	0	0	0	0	0	54,226.71	676,484.29	7.42	
<u>WWTP EXPANSION FUND EXPENDITURES</u>																			
<u>EXPENSES</u>																			
31-00-736.00	SERVICES - ENGINEERING	0	40,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	40,000.00	0.00	
31-00-737.00	SERVICES - LEGAL	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00	
31-00-787.00	DEBT SERVICE PAYMENT	0	750,100	375,044	0	0	0	0	0	0	0	0	0	0	0	375,043.88	375,056.12	50.00	
*TOTAL	EXPENSES	0	795,100	375,044	0	0	0	0	0	0	0	0	0	0	0	375,043.88	420,056.12	47.17	
***TOTAL	WWTP EXPANSION FUND EXPENDITURES	0	795,100	375,044	0	0	0	0	0	0	0	0	0	0	0	375,043.88	420,056.12	47.17	

CITY OF MARENGO

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.	
TOTAL	REVENUE LESS EXPENDITURES	0	-64,389	-320,817	0	0	0	0	0	0	0	0	0	0	0	-320,817.17	256,428.17	498.25	
<u>WATER/SEWER EQUIPMENT REPLACEMENT FUND REVENUE</u>																			
<u>REVENUE REVENUE</u>																			
32-391-30	W/S VEHICLE REPL ANNUAL TRANSFER	-	13,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	13,000.00	0.00	
*TOTAL	REVENUE REVENUE	-	13,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	13,000.00	0.00	
**TOTAL	WATER/SEWER EQUIPMENT REPLACEME	-	13,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	13,000.00	0.00	
TOTAL	REVENUE LESS EXPENDITURES	-	13,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	13,000.00	0.00	
<u>2014 WATER IMPROVEMENT BONDS FUND REVENUE</u>																			
<u>REVENUE REVENUE</u>																			
34-373-00	INTEREST	-	5,000	662	0	0	0	0	0	0	0	0	0	0	0	662.43	4,337.57	13.25	
*TOTAL	REVENUE REVENUE	-	5,000	662	0	0	0	0	0	0	0	0	0	0	0	662.43	4,337.57	13.25	
**TOTAL	2014 WATER IMPROVEMENT BONDS FUNI	-	5,000	662	0	0	0	0	0	0	0	0	0	0	0	662.43	4,337.57	13.25	
<u>2014 WATER IMPROVEMENT BONDS FUND EXPENDITURES</u>																			
<u>EXPENSES</u>																			
34-00-736.00	SERVICES - ENGINEERING	0	36,055	0	0	0	0	0	0	0	0	0	0	0	0	0.00	36,055.00	0.00	
34-00-795.37	CONSTRUCTION COSTS	0	1,782,485	0	0	0	0	0	0	0	0	0	0	0	0	0.00	1,782,485.00	0.00	
34-00-795.75	WWTP PROJECTS	0	415,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	415,000.00	0.00	
*TOTAL	EXPENSES	0	2,233,540	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,233,540.00	0.00	
***TOTAL	2014 WATER IMPROVEMENT BONDS FUNI	0	2,233,540	0	0	0	0	0	0	0	0	0	0	0	0	0.00	2,233,540.00	0.00	
TOTAL	REVENUE LESS EXPENDITURES	0	-2,228,540	662	0	0	0	0	0	0	0	0	0	0	0	662.43	-2,229,202.43	-0.03	
<u>W&amp;S CAPITAL CONSTRUCTION FUND REVENUE</u>																			
<u>REVENUE REVENUE</u>																			
37-352-01	CONNECTIONS - WATER	-	30,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	30,000.00	0.00	
37-373-00	INTEREST	-	500	61	0	0	0	0	0	0	0	0	0	0	0	61.17	438.83	12.23	
*TOTAL	REVENUE REVENUE	-	30,500	61	0	0	0	0	0	0	0	0	0	0	0	61.17	30,438.83	0.20	
**TOTAL	W&S CAPITAL CONSTRUCTION FUND REV	-	30,500	61	0	0	0	0	0	0	0	0	0	0	0	61.17	30,438.83	0.20	
<u>W&amp;S CAPITAL CONSTRUCTION FUND EXPENDITURES</u>																			
<u>EXPENSES</u>																			
37-00-712.70	MAINT-WATER UTILITY INFRASTRUCTURE	0	40,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	40,000.00	0.00	
37-00-712.75	MAINT-SEWER UTILITY INFRASTRUCTURE	0	45,000	45	0	0	0	0	0	0	0	0	0	0	0	45.24	44,954.76	0.10	
*TOTAL	EXPENSES	0	85,000	45	0	0	0	0	0	0	0	0	0	0	0	45.24	84,954.76	0.05	
***TOTAL	W&S CAPITAL CONSTRUCTION FUND EXP	0	85,000	45	0	0	0	0	0	0	0	0	0	0	0	45.24	84,954.76	0.05	
TOTAL	REVENUE LESS EXPENDITURES	0	-54,500	16	0	0	0	0	0	0	0	0	0	0	0	15.93	-54,515.93	-0.03	

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BUDGET TREND FOR MAY, 2018

ACCT. NO.	DESCRIPTION	ANNUAL APPROP.	ANNUAL BUDGET	MAY	JUNE	JULY	AUG.	SEP.	OCT.	NOV.	DEC.	JAN.	FEB.	MAR.	APR.	YEAR ACTIVITY	BUDGET REMAINING	PRCT. REC./EXP.
<u>CAPITAL IMPROVEMENTS - PROSPECT ST FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
40-373-00	INTEREST	-	500	61	0	0	0	0	0	0	0	0	0	0	0	61.11	438.89	12.22
40-395-01	PROCEEDS FROM LOAN	-	300,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	300,000.00	0.00
*TOTAL	REVENUE REVENUE	-	300,500	61	0	0	0	0	0	0	0	0	0	0	0	61.11	300,438.89	0.02
**TOTAL	CAPITAL IMPROVEMENTS - PROSPECT ST	-	300,500	61	0	0	0	0	0	0	0	0	0	0	0	61.11	300,438.89	0.02
<u>CAPITAL IMPROVEMENTS - PROSPECT ST FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
40-00-795.37	CONSTRUCTION COSTS	0	539,849	0	0	0	0	0	0	0	0	0	0	0	0	0.00	539,849.00	0.00
*TOTAL	EXPENSES	0	539,849	0	0	0	0	0	0	0	0	0	0	0	0	0.00	539,849.00	0.00
***TOTAL	CAPITAL IMPROVEMENTS - PROSPECT ST	0	539,849	0	0	0	0	0	0	0	0	0	0	0	0	0.00	539,849.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	0	-239,349	61	0	0	0	0	0	0	0	0	0	0	0	61.11	-239,410.11	-0.03
<u>CAPITAL IMPROVEMENTS FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
41-373-00	INTEREST	-	130	33	0	0	0	0	0	0	0	0	0	0	0	32.91	97.09	25.32
41-392-00	GRAVEL PIT TIPPING FEES	-	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00
*TOTAL	REVENUE REVENUE	-	10,130	33	0	0	0	0	0	0	0	0	0	0	0	32.91	10,097.09	0.32
**TOTAL	CAPITAL IMPROVEMENTS FUND REVENUE	-	10,130	33	0	0	0	0	0	0	0	0	0	0	0	32.91	10,097.09	0.32
<u>CAPITAL IMPROVEMENTS FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
41-00-795.00	STREET PROGRAM	0	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	15,000.00	0.00
41-00-795.01	SIDEWALKS	0	15,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	15,000.00	0.00
*TOTAL	EXPENSES	0	30,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	30,000.00	0.00
***TOTAL	CAPITAL IMPROVEMENTS FUND EXPENDI'	0	30,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	30,000.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	0	-19,870	33	0	0	0	0	0	0	0	0	0	0	0	32.91	-19,902.91	-0.17
<u>DEBT SERVICE FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
43-373-00	INTEREST	-	2,300	204	0	0	0	0	0	0	0	0	0	0	0	204.17	2,095.83	8.88
43-391-00	TRANSFER FROM WATER & SEWER	-	529,950	44,163	0	0	0	0	0	0	0	0	0	0	0	44,162.50	485,787.50	8.33
*TOTAL	REVENUE REVENUE	-	532,250	44,367	0	0	0	0	0	0	0	0	0	0	0	44,366.67	487,883.33	8.34
**TOTAL	DEBT SERVICE FUND REVENUE	-	532,250	44,367	0	0	0	0	0	0	0	0	0	0	0	44,366.67	487,883.33	8.34

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BUDGET TREND FOR MAY, 2018

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<u>DEBT SERVICE FUND EXPENDITURES</u>																			
<u>2014 BONDS</u>																			
<u>EXPENSES</u>																			
43-14-787.00	PRINCIPAL 2014 BONDS	0	390,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	390,000.00	0.00	
43-14-787.01	INTEREST 2014 BONDS	0	139,950	69,975	0	0	0	0	0	0	0	0	0	0	0	69,975.00	69,975.00	50.00	
43-14-787.02	PAYING AGENT FEES 2014 BONDS	0	475	0	0	0	0	0	0	0	0	0	0	0	0	0.00	475.00	0.00	
	*TOTAL EXPENSES	0	530,425	69,975	0	0	0	0	0	0	0	0	0	0	0	69,975.00	460,450.00	13.19	
	**TOTAL 2014 BONDS	0	530,425	69,975	0	0	0	0	0	0	0	0	0	0	0	69,975.00	460,450.00	13.19	
	***TOTAL DEBT SERVICE FUND EXPENDITURES	0	530,425	69,975	0	0	0	0	0	0	0	0	0	0	0	69,975.00	460,450.00	13.19	
	TOTAL REVENUE LESS EXPENDITURES	0	1,825	-25,608	0	0	0	0	0	0	0	0	0	0	0	-25,608.33	27,433.33	-1,403.20	
<u>POLICE SQUAD ACQUISITION &amp; MAINT. FUND REVENUE</u>																			
<u>REVENUE REVENUE</u>																			
48-373-00	INTEREST	-	2	0	0	0	0	0	0	0	0	0	0	0	0	0.17	1.83	8.50	
48-382-00	COURT SUPERVISION FEES	-	7,500	930	0	0	0	0	0	0	0	0	0	0	0	930.00	6,570.00	12.40	
	*TOTAL REVENUE REVENUE	-	7,502	930	0	0	0	0	0	0	0	0	0	0	0	930.17	6,571.83	12.40	
	**TOTAL POLICE SQUAD ACQUISITION & MAINT. FL	-	7,502	930	0	0	0	0	0	0	0	0	0	0	0	930.17	6,571.83	12.40	
<u>POLICE SQUAD ACQUISITION &amp; MAINT. FUND EXPENDITURES</u>																			
<u>EXPENSES</u>																			
48-00-711.00	MAINTENANCE - VEHICLES	0	7,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	7,500.00	0.00	
	*TOTAL EXPENSES	0	7,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	7,500.00	0.00	
	***TOTAL POLICE SQUAD ACQUISITION & MAINT. FL	0	7,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	7,500.00	0.00	
	TOTAL REVENUE LESS EXPENDITURES	0	2	930	0	0	0	0	0	0	0	0	0	0	0	930.17	-928.17	46,508.50	
<u>SPECIAL SERVICE AREA #2 FUND REVENUE</u>																			
<u>REVENUE REVENUE</u>																			
58-373-00	INTEREST	-	10	4	0	0	0	0	0	0	0	0	0	0	0	3.87	6.13	38.70	
	*TOTAL REVENUE REVENUE	-	10	4	0	0	0	0	0	0	0	0	0	0	0	3.87	6.13	38.70	
	**TOTAL SPECIAL SERVICE AREA #2 FUND REVENI	-	10	4	0	0	0	0	0	0	0	0	0	0	0	3.87	6.13	38.70	
<u>SPECIAL SERVICE AREA #2 FUND EXPENDITURES</u>																			
<u>EXPENSES</u>																			
58-00-780.00	MISCELLANEOUS EXPENDITURES	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00	
	*TOTAL EXPENSES	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00	
	***TOTAL SPECIAL SERVICE AREA #2 FUND EXPENI	0	5,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,000.00	0.00	
	TOTAL REVENUE LESS EXPENDITURES	0	-4,990	4	0	0	0	0	0	0	0	0	0	0	0	3.87	-4,993.87	-0.08	

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BUDGET TREND FOR MAY, 2018

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<u>DOWNTOWN TIF FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
59-301-00	PROPERTY TAX - TIF	--	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	4,000.00	0.00
59-373-00	INTEREST	--	15	4	0	0	0	0	0	0	0	0	0	0	0	3.54	11.46	23.60
*TOTAL	REVENUE REVENUE	--	4,015	4	0	0	0	0	0	0	0	0	0	0	0	3.54	4,011.46	0.09
**TOTAL	DOWNTOWN TIF FUND REVENUE	--	4,015	4	0	0	0	0	0	0	0	0	0	0	0	3.54	4,011.46	0.09
<u>DOWNTOWN TIF FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
59-00-780.00	MISCELLANEOUS TIF EXPENDITURES	0	18,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	18,000.00	0.00
*TOTAL	EXPENSES	0	18,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	18,000.00	0.00
***TOTAL	DOWNTOWN TIF FUND EXPENDITURES	0	18,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	18,000.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	0	-13,985	4	0	0	0	0	0	0	0	0	0	0	0	3.54	-13,988.54	-0.03
<u>EASTERN CORRIDOR TIF FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
61-301-00	PROPERTY TAX - TIF	--	55,000	23,016	0	0	0	0	0	0	0	0	0	0	0	23,015.54	31,984.46	41.85
61-373-00	INTEREST	--	30	20	0	0	0	0	0	0	0	0	0	0	0	19.70	10.30	65.67
*TOTAL	REVENUE REVENUE	--	55,030	23,035	0	0	0	0	0	0	0	0	0	0	0	23,035.24	31,994.76	41.86
**TOTAL	EASTERN CORRIDOR TIF FUND REVENUE	--	55,030	23,035	0	0	0	0	0	0	0	0	0	0	0	23,035.24	31,994.76	41.86
<u>EASTERN CORRIDOR TIF FUND EXPENDITURES</u>																		
<u>EXPENSES</u>																		
61-00-780.00	MISCELLANEOUS TIF EXPENDITURES	0	55,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	55,000.00	0.00
61-00-780.01	INCREMENT SHARE TO TAXING BODIES	0	5,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	5,500.00	0.00
*TOTAL	EXPENSES	0	60,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	60,500.00	0.00
***TOTAL	EASTERN CORRIDOR TIF FUND EXPENDITURES	0	60,500	0	0	0	0	0	0	0	0	0	0	0	0	0.00	60,500.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	0	-5,470	23,035	0	0	0	0	0	0	0	0	0	0	0	23,035.24	-28,505.24	-421.12
<u>CEMETERY FUND REVENUE</u>																		
<u>REVENUE REVENUE</u>																		
99-301-00	PROPERTY TAX - CEMETERY	--	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00
*TOTAL	REVENUE REVENUE	--	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00
**TOTAL	CEMETERY FUND REVENUE	0	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00
TOTAL	REVENUE LESS EXPENDITURES	0	10,000	0	0	0	0	0	0	0	0	0	0	0	0	0.00	10,000.00	0.00