



KANE COUNTY

KOJZAREK, Martin, Auger, Barreiro, Ford, Lenert, Smith & ex-officio Frasz
and Kenyon

COUNTY DEVELOPMENT COMMITTEE

TUESDAY, NOVEMBER 20, 2018

County Board Room

Agenda

10:00 AM

Kane County Government Center, 719 S. Batavia Ave., Bldg. A, Geneva, IL 60134

1. **Call to Order**
2. **Approval of Minutes:** October 16, 2018
3. **Monthly Financials**
 - A. October Development Committee Financial Reports (attached)
4. **Public Comment**
5. **Building & Zoning Division**
 - A. Building & Zoning Report
 - B. Zoning Petitions

Petition #4470

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY TOWNSHIP

Mill Creek Land Company

Located on the western portion of the parking lot of Mill Creek pool at 39W125 S. Mill Creek Drive, Section 13, Blackberry Township (11-13-400-050)

Major Adjustment to the existing Mill Creek Planned Unit Development to allow for the construction of single-family row homes

Existing Public Open Space

Area property owners

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

Petition #4471

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ST. CHARLES TOWNSHIP

Miguel Bautista

7N416 Route 31, Section 2, St. Charles Township (09-02-301-002)

Requesting a Five-Year Interim Special Use in the F-Farming District to allow for the storage of landscaping vehicles and equipment

Rural Residential

None

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined

Petition #4472

ST. CHARLES TOWNSHIP
Petitioner: Mary Ann Krempel
Location: 3N952 Bittersweet Road, Section 29, St. Charles Township
(09-29-226-002)
Proposed: Rezoning from F-District Farming to R-1 District Rural
Residential
2040 Plan: Rural Residential
Objectors: None
Recommendations: Regional Planning Comm.: N/A
Zoning Board: Approval
Development Committee: To be determined

Petition #4476

AURORA TOWNSHIP
Petitioner: Mike Stalka
Location: 1257 Mitchell Road, Section 10, Aurora Township (15-10-
476-019)
Proposed: Rezoning from F-District Farming to R-1 District One-Family
Residential
2040 Plan: Urban Neighborhoods/Mixed Use Infill
Objectors: None
Recommendations: Regional Planning Comm.: N/A
Zoning Board: Approval
Development Committee: To be determined

Petition #4477

BLACKBERRY TOWNSHIP
Petitioner: Daniel Weiland, et ux
Location: 1S100 Donnyhill Road, Section 20, Blackberry Township (11-
20-200-013)
Proposed: Rezoning from F-District Farming to E-1 District Estate
Residential
2040 Plan: Countryside Estate Residential
Objectors: None
Recommendations: Regional Planning Comm.: N/A
Zoning Board: Approval
Development Committee: To be determined

Petition #4478 **PLATO TOWNSHIP**
 Petitioner: Atanacio Sanchez
 Location: 40W991 Plank Road, Section 11, Plato Township (05-11-300-018)
 Proposed: Rezoning from F-District Farming to F-1 District Rural Residential & F-2 – District – Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for a landscaping business
 2040 Plan: Countryside Estate Residential
 Objectors: None
 Recommendations: Regional Planning Comm.: N/A
 Zoning Board: Approval with the stipulations:
 1. A 60 foot half right-of-way, from the center of Plank Road shall be dedicated to the County of Kane. This dedication must be completed within 90 days of the rezoning.
 2. The access drive, from the edge of pavement on Plank Road to a point 75 feet south of the edge of pavement must maintain a minimum 20 width (this work was provisioned under KDOT permit PLTA 2018-0504).
 3. Documentation will be made of the drain tile system.
 4. Documentation will be made for the shared driveway easement.
 Development Committee: To be determined

Petition #4479 **HAMPSHIRE TOWNSHIP**
 Petitioner: JM Stoxen
 Location: 19N045 Harmony Road, Section 4, Hampshire Township (01-04-400-008)
 Proposed: Rezoning from F-District Farming to F-1 District Rural Residential
 2040 Plan: Agricultural
 Objectors: None
 Recommendations: Regional Planning Comm.: N/A
 Zoning Board: Approval
 Development Committee: To be determined

C. **Ordinance:** Amendment to the Kane County Code Appendix B, Zoning Ordinance

6. Planning & Special Projects

- A. Staff Report (attached)
- B. **Ordinance:** Establishing the Kane Energy Efficiency Program (KEEP) as a Property Assessed Clean Energy Program in the County of Kane Illinois, Designating a Pace Area, Providing for Property Assessments, and Approving Related Matters

7. Subdivision

8. Environmental Resources

- 9. Water Resources**
- 10. Office of Community Reinvestment**
- 11. Settlers Hill End Use Update**
- 12. New Business**
- 13. Reports Placed On File**
- 14. Executive Session (If Needed)**
- 15. Adjournment**

**Development Committee Revenue Report - Summary
Through October 31, 2018 (91.7% YTD)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	Total % Received
670 Environmental Management	\$ 194	\$ 5,182,359	\$ 448,058	8.65%
420 Stormwater Management	\$ -	\$ 200,807	\$ 131,826	65.65%
650 Enterprise Surcharge	\$ 194	\$ 481,552	\$ 245,343	50.95%
651 Enterprise General	\$ -	\$ 4,500,000	\$ 70,889	1.58%
690 Development	\$ 260,072	\$ 4,816,416	\$ 3,984,256	82.72%
001 General Fund	\$ 84,110	\$ 1,314,200	\$ 1,133,761	86.27%
400 Economic Development	\$ -	\$ 157,316	\$ 91,032	57.87%
401 Community Dev Block Program	\$ 133,629	\$ 1,216,062	\$ 1,271,836	104.59%
402 HOME Program	\$ 15,608	\$ 925,312	\$ 913,228	98.69%
403 Unincorporated Stormwater Mgmt	\$ -	\$ 499	\$ 862	172.72%
404 Homeless Management Info Systems	\$ 5,354	\$ 135,245	\$ 117,150	86.62%
405 Cost Share Drainage	\$ -	\$ 219,289	\$ 191,610	87.38%
406 OCR & Recovery Act Programs	\$ -	\$ 204,993	\$ 36,233	17.68%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ 20,523	68.16%
408 Neighborhood Stabilization Progr	\$ -	\$ 170,000	\$ 20,000	11.76%
409 Continuum of Care Planning Grant	\$ 4,368	\$ 71,569	\$ 47,269	66.05%
410 Elgin CDBG	\$ -	\$ 175,404	\$ 83,368	47.53%
425 Blighted Structure Demolition	\$ -	\$ 120,000	\$ 1,043	0.87%
435 Growing for Kane	\$ 12,047	\$ 37,878	\$ 22,446	59.26%
521 Bowes Creek Special Service Area	\$ -	\$ 11	\$ 15	140.27%
5300 Sunvale SBA SW 37	\$ 95	\$ 488	\$ 507	103.89%
5301 Middle Creek SBA SW38	\$ 488	\$ 1,950	\$ 1,969	100.98%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ 2,349	100.01%
5303 Ogden Gardens SBA SW40	\$ 486	\$ 2,540	\$ 2,540	100.01%
5304 Wildwood West SBA SW41	\$ 1,120	\$ 11,747	\$ 9,940	84.62%
5305 Savanna Lakes SBA SW42	\$ -	\$ 2,894	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ 974	\$ 5,009	\$ 5,082	101.46%
5308 Plank Road Estates SBA SW45	\$ 565	\$ 3,350	\$ 3,390	101.20%
5310 Exposition View SBA SW47	\$ 680	\$ 4,105	\$ 3,990	97.19%
5311 Pasadena Drive SBA SW48	\$ 447	\$ 2,881	\$ 2,899	100.63%
5312 Tamara Dittman SBA SW 50	\$ 101	\$ 1,215	\$ 1,214	99.95%
Grand Total	\$ 260,266	\$ 9,998,775	\$ 4,432,315	44.33%

**Development Committee Expenditure Report - Summary
Through October 31, 2018 (91.7% YTD, 92.31% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	\$ 143,823	\$ 5,182,359	\$ 1,462,475	\$ 2,543,088	77.29%
420 Stormwater Management	\$ 4,063	\$ 200,807	\$ 120,756	\$ 3,510	61.88%
650 Enterprise Surcharge	\$ 30,436	\$ 481,552	\$ 385,831	\$ 12,655	82.75%
651 Enterprise General	\$ 109,324	\$ 4,500,000	\$ 955,888	\$ 2,526,923	77.40%
690 Development	\$ 330,235	\$ 4,992,180	\$ 4,208,903	\$ 200,852	88.33%
001 General Fund	\$ 105,049	\$ 1,489,964	\$ 1,313,306	\$ 57,965	92.03%
400 Economic Development	\$ 698	\$ 157,316	\$ 70,001	\$ -	44.50%
401 Community Dev Block Program	\$ 68,198	\$ 1,216,062	\$ 1,213,951	\$ -	99.83%
402 HOME Program	\$ 68,380	\$ 925,312	\$ 983,736	\$ -	106.31%
403 Unincorporated Stormwater Mgmt	\$ -	\$ 499	\$ -	\$ -	0.00%
404 Homeless Management Info Systems	\$ 5,723	\$ 135,245	\$ 122,039	\$ -	90.24%
405 Cost Share Drainage	\$ 56,256	\$ 219,289	\$ 181,174	\$ 142,887	147.78%
406 OCR & Recovery Act Programs	\$ 2,770	\$ 204,993	\$ 38,683	\$ -	18.87%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ -	\$ -	0.00%
408 Neighborhood Stabilization Progr	\$ -	\$ 170,000	\$ 100,484	\$ -	59.11%
409 Continuum of Care Planning Grant	\$ 11,054	\$ 71,569	\$ 66,566	\$ -	93.01%
410 Elgin CDBG	\$ 6,583	\$ 175,404	\$ 97,012	\$ -	55.31%
425 Blighted Structure Demolition	\$ -	\$ 120,000	\$ -	\$ -	0.00%
435 Growing for Kane	\$ 5,523	\$ 37,878	\$ 21,950	\$ -	57.95%
521 Bowes Creek Special Service Area	\$ -	\$ 11	\$ -	\$ -	0.00%
5300 Sunvale SBA SW 37	\$ -	\$ 488	\$ -	\$ -	0.00%
5301 Middle Creek SBA SW38	\$ -	\$ 1,950	\$ -	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ -	\$ -	0.00%
5303 Ogden Gardens SBA SW40	\$ -	\$ 2,540	\$ -	\$ -	0.00%
5304 Wildwood West SBA SW41	\$ -	\$ 11,747	\$ -	\$ -	0.00%
5305 Savanna Lakes SBA SW42	\$ -	\$ 2,894	\$ -	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$ 5,009	\$ -	\$ -	0.00%
5308 Plank Road Estates SBA SW45	\$ -	\$ 3,350	\$ -	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$ 4,105	\$ -	\$ -	0.00%
5311 Pasadena Drive SBA SW48	\$ -	\$ 2,881	\$ -	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Grand Total	\$ 474,058	\$ 10,174,539	\$ 5,671,378	\$ 2,743,940	82.71%

**Development Committee Expenditure Report - Detail
Through October 31, 2018 (91.7% YTD, 92.31% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
670 Environmental Management	\$ 143,823	\$ 5,182,359	\$ 1,462,475	\$ 2,543,088	77.29%
420 Stormwater Management	\$ 4,063	\$ 200,807	\$ 120,756	\$ 3,510	61.88%
Personnel Services- Salaries & Wages	\$ 1,961	\$ 24,840	\$ 21,907	\$ -	88.19%
Personnel Services- Employee Benefits	\$ 818	\$ 6,097	\$ 5,368	\$ -	88.05%
Contractual Services	\$ 1,248	\$ 168,670	\$ 92,940	\$ 3,510	57.18%
Commodities	\$ 35	\$ 1,200	\$ 540	\$ -	45.02%
650 Enterprise Surcharge	\$ 30,436	\$ 481,552	\$ 385,831	\$ 12,655	82.75%
Personnel Services- Salaries & Wages	\$ 13,137	\$ 166,605	\$ 152,565	\$ -	91.57%
Personnel Services- Employee Benefits	\$ 4,415	\$ 46,206	\$ 45,524	\$ -	98.52%
Contractual Services	\$ 10,894	\$ 163,101	\$ 100,794	\$ 10,993	68.54%
Commodities	\$ 1,990	\$ 35,100	\$ 16,409	\$ 1,662	51.48%
Transfers Out	\$ -	\$ 70,540	\$ 70,540	\$ -	100.00%
651 Enterprise General	\$ 109,324	\$ 4,500,000	\$ 955,888	\$ 2,526,923	77.40%
Contractual Services	\$ 109,324	\$ 4,500,000	\$ 955,888	\$ 2,526,923	77.40%
690 Development	\$ 330,235	\$ 4,992,180	\$ 4,208,903	\$ 200,852	88.33%
001 General Fund	\$ 105,049	\$ 1,489,964	\$ 1,313,306	\$ 57,965	92.03%
Personnel Services- Salaries & Wages	\$ 81,713	\$ 1,151,774	\$ 1,059,670	\$ -	92.00%
Personnel Services- Employee Benefits	\$ 16,907	\$ 224,174	\$ 201,309	\$ -	89.80%
Contractual Services	\$ 5,732	\$ 61,447	\$ 41,477	\$ -	67.50%
Commodities	\$ 698	\$ 52,569	\$ 10,850	\$ 5,926	31.91%
Capital	\$ -	\$ -	\$ -	\$ 52,039	0.00%
400 Economic Development	\$ 698	\$ 157,316	\$ 70,001	\$ -	44.50%
Personnel Services- Salaries & Wages	\$ 434	\$ 6,167	\$ 5,207	\$ -	84.43%
Personnel Services- Employee Benefits	\$ 264	\$ 3,704	\$ 2,187	\$ -	59.04%
Contractual Services	\$ -	\$ 147,045	\$ 62,608	\$ -	42.58%
Commodities	\$ -	\$ 400	\$ -	\$ -	0.00%
401 Community Dev Block Program	\$ 68,198	\$ 1,216,062	\$ 1,213,951	\$ -	99.83%
Personnel Services- Salaries & Wages	\$ 6,175	\$ 118,935	\$ 82,619	\$ -	69.47%
Personnel Services- Employee Benefits	\$ 2,228	\$ 40,669	\$ 26,972	\$ -	66.32%
Contractual Services	\$ 59,795	\$ 1,031,138	\$ 1,093,549	\$ -	106.05%
Commodities	\$ -	\$ 2,520	\$ 240	\$ -	9.52%
Capital	\$ -	\$ 1,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 21,800	\$ 10,571	\$ -	48.49%
402 HOME Program	\$ 68,380	\$ 925,312	\$ 983,736	\$ -	106.31%
Personnel Services- Salaries & Wages	\$ 2,601	\$ 47,043	\$ 35,542	\$ -	75.55%
Personnel Services- Employee Benefits	\$ 666	\$ 14,698	\$ 8,476	\$ -	57.67%
Contractual Services	\$ 65,113	\$ 862,661	\$ 939,683	\$ -	108.93%
Commodities	\$ -	\$ 235	\$ 35	\$ -	14.88%
Capital	\$ -	\$ 675	\$ -	\$ -	0.00%
403 Unincorporated Stormwater Mgmt	\$ -	\$ 499	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 499	\$ -	\$ -	0.00%

**Development Committee Expenditure Report - Detail
Through October 31, 2018 (91.7% YTD, 92.31% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
404 Homeless Management Info Systems	\$ 5,723	\$ 135,245	\$ 122,039	\$ -	90.24%
Personnel Services- Salaries & Wages	\$ 2,686	\$ 39,900	\$ 49,587	\$ -	124.28%
Personnel Services- Employee Benefits	\$ 587	\$ 19,113	\$ 11,454	\$ -	59.93%
Contractual Services	\$ 2,451	\$ 62,807	\$ 39,229	\$ -	62.46%
Commodities	\$ -	\$ 11,200	\$ 19,338	\$ -	172.66%
Capital	\$ -	\$ 2,225	\$ 2,430	\$ -	109.23%
405 Cost Share Drainage	\$ 56,256	\$ 219,289	\$ 181,174	\$ 142,887	147.78%
Contractual Services	\$ 380	\$ 104,000	\$ 46,740	\$ 80,280	122.13%
Contingency and Other	\$ -	\$ 19,289	\$ -	\$ -	0.00%
Capital	\$ 55,876	\$ 76,000	\$ 114,434	\$ 62,607	232.95%
Transfers Out	\$ -	\$ 20,000	\$ 20,000	\$ -	100.00%
406 OCR & Recovery Act Programs	\$ 2,770	\$ 204,993	\$ 38,683	\$ -	18.87%
Personnel Services- Salaries & Wages	\$ 2,178	\$ 28,744	\$ 24,222	\$ -	84.27%
Personnel Services- Employee Benefits	\$ 592	\$ 11,215	\$ 6,167	\$ -	54.99%
Contractual Services	\$ -	\$ 165,034	\$ 8,295	\$ -	5.03%
407 Quality of Kane Grants	\$ -	\$ 30,110	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 30,110	\$ -	\$ -	0.00%
408 Neighborhood Stabilization Progr	\$ -	\$ 170,000	\$ 100,484	\$ -	59.11%
Contractual Services	\$ -	\$ 170,000	\$ 100,484	\$ -	59.11%
409 Continuum of Care Planning Grant	\$ 11,054	\$ 71,569	\$ 66,566	\$ -	93.01%
Personnel Services- Salaries & Wages	\$ 4,794	\$ 27,867	\$ 31,162	\$ -	111.82%
Personnel Services- Employee Benefits	\$ 1,010	\$ 12,817	\$ 7,243	\$ -	56.51%
Contractual Services	\$ 5,250	\$ 30,885	\$ 28,161	\$ -	91.18%
410 Elgin CDBG	\$ 6,583	\$ 175,404	\$ 97,012	\$ -	55.31%
Personnel Services- Salaries & Wages	\$ 4,996	\$ 86,081	\$ 71,764	\$ -	83.37%
Personnel Services- Employee Benefits	\$ 1,587	\$ 30,082	\$ 21,523	\$ -	71.55%
Contractual Services	\$ -	\$ 58,616	\$ 3,638	\$ -	6.21%
Commodities	\$ -	\$ 625	\$ 88	\$ -	14.05%
425 Blighted Structure Demolition	\$ -	\$ 120,000	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 120,000	\$ -	\$ -	0.00%
435 Growing for Kane	\$ 5,523	\$ 37,878	\$ 21,950	\$ -	57.95%
Contractual Services	\$ 4,955	\$ 37,878	\$ 20,506	\$ -	54.14%
Commodities	\$ 568	\$ -	\$ 1,445	\$ -	0.00%
521 Bowes Creek Special Service Area	\$ -	\$ 11	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 11	\$ -	\$ -	0.00%
5300 Sunvale SBA SW 37	\$ -	\$ 488	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 488	\$ -	\$ -	0.00%
5301 Middle Creek SBA SW38	\$ -	\$ 1,950	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 200	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 1,750	\$ -	\$ -	0.00%
5302 Shirewood Farm SSA SW39	\$ -	\$ 2,349	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,349	\$ -	\$ -	0.00%
5303 Ogden Gardens SBA SW40	\$ -	\$ 2,540	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,540	\$ -	\$ -	0.00%
5304 Wildwood West SBA SW41	\$ -	\$ 11,747	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 1,000	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 10,747	\$ -	\$ -	0.00%
5305 Savanna Lakes SBA SW42	\$ -	\$ 2,894	\$ -	\$ -	0.00%

**Development Committee Expenditure Report - Detail
Through October 31, 2018 (91.7% YTD, 92.31% Payroll)**

	Current Month Transactions	Total Amended Budget	YTD Actual Transactions	YTD Encumbrances	Total % Used
Transfers Out	\$ -	\$ 2,894	\$ -	\$ -	0.00%
5306 Cheval DeSelle Venetian SBA SW43	\$ -	\$ 5,009	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 1	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 5,008	\$ -	\$ -	0.00%
5308 Plank Road Estates SBA SW45	\$ -	\$ 3,350	\$ -	\$ -	0.00%
Contingency and Other	\$ -	\$ 39	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 3,311	\$ -	\$ -	0.00%
5310 Exposition View SBA SW47	\$ -	\$ 4,105	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 466	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 3,639	\$ -	\$ -	0.00%
5311 Pasadena Drive SBA SW48	\$ -	\$ 2,881	\$ -	\$ -	0.00%
Contractual Services	\$ -	\$ 476	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 2,405	\$ -	\$ -	0.00%
5312 Tamara Dittman SBA SW 50	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Transfers Out	\$ -	\$ 1,215	\$ -	\$ -	0.00%
Grand Total	\$ 474,058	\$ 10,174,539	\$ 5,671,378	\$ 2,743,940	82.71%



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 001 - General Fund										
Department 690 - Development										
Sub-Department 690 - County Development										
Account 52230 - Repairs and Maint- Vehicles										
4526 - Fifth Third Bank	1399-MV-08/18	VANKERKHOFF 08/18 P-CARD 1399	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	981.28
4526 - Fifth Third Bank	1399-MV-09/18	VANKERKHOFF P-CARD 09/2018	Paid by EFT # 49441		10/19/2018	10/19/2018	10/19/2018		10/29/2018	50.00
								Account 52230 - Repairs and Maint- Vehicles Totals	Invoice Transactions 2	\$1,031.28
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	1399-MV-08/18	VANKERKHOFF 08/18 P-CARD 1399	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	1,405.00
								Account 53100 - Conferences and Meetings Totals	Invoice Transactions 1	\$1,405.00
Account 60000 - Office Supplies										
4526 - Fifth Third Bank	1843-JH-08/18	08/18 JANICE HILL P-CARD	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	118.27
								Account 60000 - Office Supplies Totals	Invoice Transactions 1	\$118.27
Account 60010 - Operating Supplies										
4526 - Fifth Third Bank	1399-MV-08/18	VANKERKHOFF 08/18 P-CARD 1399	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	227.08
4526 - Fifth Third Bank	1399-MV-09/18	VANKERKHOFF P-CARD 09/2018	Paid by EFT # 49441		10/19/2018	10/19/2018	10/19/2018		10/29/2018	67.81
								Account 60010 - Operating Supplies Totals	Invoice Transactions 2	\$294.89
								Sub-Department 690 - County Development Totals	Invoice Transactions 6	\$2,849.44
Sub-Department 692 - Water Resources & Subdivisions										
Account 52230 - Repairs and Maint- Vehicles										
4526 - Fifth Third Bank	1283-EMA-09/18 B	IL TOLLWAY REPLENISH FEE	Paid by EFT # 49441		10/04/2018	10/11/2018	10/11/2018		10/29/2018	40.00
								Account 52230 - Repairs and Maint- Vehicles Totals	Invoice Transactions 1	\$40.00
Account 53070 - Legal Printing										
2697 - Chicago Tribune	WR- ID 5741049	2018 LAKE CHARLOTTE LEGAL BID39-018	Paid by Check # 363782		08/31/2018	09/27/2018	09/27/2018		10/15/2018	60.25
								Account 53070 - Legal Printing Totals	Invoice Transactions 1	\$60.25
Account 60000 - Office Supplies										
4526 - Fifth Third Bank	1283-EMA-09/18	AMAZON GENERAL OFFICE SUPPLIES	Paid by EFT # 49441		10/04/2018	10/11/2018	10/11/2018		10/29/2018	115.67
								Account 60000 - Office Supplies Totals	Invoice Transactions 1	\$115.67
								Sub-Department 692 - Water Resources & Subdivisions Totals	Invoice Transactions 3	\$215.92
								Department 690 - Development Totals	Invoice Transactions 9	\$3,065.36
								Fund 001 - General Fund Totals	Invoice Transactions 9	\$3,065.36



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount		
Fund 401 - Community Dev Block Program												
Department 690 - Development												
Sub-Department 711 - Community Developmt Block Grant												
Account 52140 - Repairs and Maint- Copiers												
8930 - Impact Networking, LLC	1231334	Konica Minolta Quarterly Charge 10/01/18-12/31/18	Paid by EFT # 49470		10/01/2018	10/31/2018	10/19/2018		10/29/2018	69.78		
								Account 52140 - Repairs and Maint- Copiers Totals		Invoice Transactions 1	\$69.78	
Account 53100 - Conferences and Meetings												
4526 - Fifth Third Bank	1589-SB-09/18	OCR PCard	Paid by EFT # 49441		10/04/2018	10/18/2018	10/19/2018		10/29/2018	10.25		
								Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	\$10.25	
Account 53110 - Employee Training												
8197 - Joshua C. Beck	91718	Per Diem-NDC Training 09/09/18-09/14/18	Paid by Check # 363584		09/17/2018	09/21/2018	09/21/2018		10/01/2018	280.00		
4534 - Scott Berger	91718	Per Diem, Fuel, Lodging-NDC Training 09/09/18-09/14/18	Paid by EFT # 48939		09/17/2018	09/21/2018	09/21/2018		10/01/2018	2,030.15		
4526 - Fifth Third Bank	1589-SB-08/18	OCR PCard	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	1,416.24		
4526 - Fifth Third Bank	1589-SB-09/18	OCR PCard	Paid by EFT # 49441		10/04/2018	10/18/2018	10/19/2018		10/29/2018	2,047.46		
								Account 53110 - Employee Training Totals		Invoice Transactions 4	\$5,773.85	
Account 55000 - Miscellaneous Contractual Exp												
3415 - Lazarus House	2018-03-A-01	Lazarus House Emergency Shelter	Paid by EFT # 49054		09/10/2018	09/21/2018	09/21/2018		10/01/2018	19,080.00		
3477 - PADS of Elgin, Inc.	2018-03-C-01	PADS Emergency Shelter (Elgin)	Paid by EFT # 49279		09/26/2018	10/04/2018	10/04/2018		10/15/2018	11,249.58		
8545 - Spillane and Sons Ltd.	2017-01-A-20	Spillane & Sons Homeownership Project	Paid by EFT # 49321		10/02/2018	10/04/2018	10/04/2018		10/15/2018	10,000.00		
3476 - Community Contacts, Inc.	2017-01-B-06	Owner Occupied Rehab Loan Program	Paid by Check # 363997		10/12/2018	10/18/2018	10/19/2018		10/29/2018	36,418.00		
								Account 55000 - Miscellaneous Contractual Exp Totals		Invoice Transactions 4	\$76,747.58	
Account 60000 - Office Supplies												
4526 - Fifth Third Bank	1589-SB-08/18	OCR PCard	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	(12.99)		
								Account 60000 - Office Supplies Totals		Invoice Transactions 1	(\$12.99)	
									Sub-Department 711 - Community Developmt Block Grant Totals		Invoice Transactions 11	\$82,588.47
									Department 690 - Development Totals		Invoice Transactions 11	\$82,588.47
									Fund 401 - Community Dev Block Program Totals		Invoice Transactions 11	\$82,588.47



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 402 - HOME Program										
Department 690 - Development										
Sub-Department 712 - HOME Program										
Account 53110 - Employee Training										
4526 - Fifth Third Bank	1589-SB-08/18	OCR PCard	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	1,274.62
11902 - Karen Zilly	100218	Per Diem & Transportation - NDC Training 09/24-09/28/18	Paid by EFT # 49361		10/02/2018	10/04/2018	10/04/2018		10/15/2018	295.15
4526 - Fifth Third Bank	1589-SB-09/18	OCR PCard	Paid by EFT # 49441		10/04/2018	10/18/2018	10/19/2018		10/29/2018	239.96
								Account 53110 - Employee Training Totals	Invoice Transactions 3	\$1,809.73
Account 55000 - Miscellaneous Contractual Exp										
8023 - Housing Continuum Inc	2016-01-D-11	Housing Continuum Homeownership Project	Paid by EFT # 49231		08/22/2018	10/04/2018	10/04/2018		10/15/2018	7,433.34
8545 - Spillane and Sons Ltd.	2016-01-E-15	Spring-Franklin Homeownership Project	Paid by EFT # 49321		10/02/2018	10/04/2018	10/04/2018		10/15/2018	18,880.00
8545 - Spillane and Sons Ltd.	2016-01-E-16	Spring-Franklin Homeownership Project	Paid by EFT # 49321		10/02/2018	10/04/2018	10/04/2018		10/15/2018	38,265.00
								Account 55000 - Miscellaneous Contractual Exp Totals	Invoice Transactions 3	\$64,578.34
								Sub-Department 712 - HOME Program Totals	Invoice Transactions 6	\$66,388.07
								Department 690 - Development Totals	Invoice Transactions 6	\$66,388.07
								Fund 402 - HOME Program Totals	Invoice Transactions 6	\$66,388.07
Fund 404 - Homeless Management Info Systems										
Department 690 - Development										
Sub-Department 714 - Homeless Management Info Systems										
Account 50150 - Contractual/Consulting Services										
10879 - Pathways Community Network Institute	3404	HMIS Administrative Services August 2018	Paid by EFT # 49077		08/31/2018	09/30/2018	09/21/2018		10/01/2018	2,695.09
10879 - Pathways Community Network Institute	3418	HMIS Administrative Services 09/2018	Paid by EFT # 49528		09/30/2018	10/30/2018	10/19/2018		10/29/2018	2,081.62
								Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions 2	\$4,776.71
								Sub-Department 714 - Homeless Management Info Systems Totals	Invoice Transactions 2	\$4,776.71
								Department 690 - Development Totals	Invoice Transactions 2	\$4,776.71
								Fund 404 - Homeless Management Info Systems Totals	Invoice Transactions 2	\$4,776.71
Fund 405 - Cost Share Drainage										
Department 690 - Development										
Sub-Department 715 - Cost Share Drainage										
Account 50020 - Special Studies										
1073 - University of Illinois (U of I)	008 - B8158	2018 CAMPTON GRNDWTR MONITORING INV 008 ACCT B8158	Paid by Check # 363744		09/12/2018	09/17/2018	09/17/2018		10/01/2018	476.89



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 405 - Cost Share Drainage										
Department 690 - Development										
Sub-Department 715 - Cost Share Drainage										
Account 50020 - Special Studies										
1073 - University of Illinois (U of I)	009-B8158	CAMPTON GRNDWTR MONITORING INV 009 B8158	Paid by Check # 364110		10/17/2018	10/09/2018	10/17/2018		10/29/2018	380.07
								Account 50020 - Special Studies Totals	Invoice Transactions 2	\$856.96
Account 50140 - Engineering Services										
11868 - ESM Civil Solutions LLC	1334	2018 Lake Charlotte Drainage Improvemts Inv 1334	Paid by EFT # 48988		08/28/2018	09/14/2018	09/14/2018		10/01/2018	747.50
								Account 50140 - Engineering Services Totals	Invoice Transactions 1	\$747.50
Account 73500 - Other Construction										
11825 - Regional Land Services LLC	64	2018 LOT 1 KANELAND ESTATES INV 64	Paid by EFT # 49091		09/16/2018	09/17/2018	09/17/2018		10/01/2018	360.00
1196 - Huddleston McBride Drainage Co.	18318	JERICH0 FARM DRAINAGE IMPROVEMENT INV 18318	Paid by EFT # 49233		09/21/2018	09/27/2018	09/27/2018		10/15/2018	23,064.00
11825 - Regional Land Services LLC	72	2018 LAKE CHARLOTTE INV 72	Paid by EFT # 49296		09/30/2018	10/01/2018	10/01/2018		10/15/2018	600.00
8145 - J&L Excavating, Inc.	17-1303	2018 LAKE CHARLOTTE DRAINAGE PROJECT INV 17-1303	Paid by EFT # 49477		10/12/2018	10/17/2018	10/17/2018		10/29/2018	45,449.10
11825 - Regional Land Services LLC	74	FOX MILL/WASCO INV 74	Paid by EFT # 49544		10/11/2018	10/12/2018	10/12/2018		10/29/2018	600.00
								Account 73500 - Other Construction Totals	Invoice Transactions 5	\$70,073.10
								Sub-Department 715 - Cost Share Drainage Totals	Invoice Transactions 8	\$71,677.56
								Department 690 - Development Totals	Invoice Transactions 8	\$71,677.56
								Fund 405 - Cost Share Drainage Totals	Invoice Transactions 8	\$71,677.56
Fund 409 - Continuum of Care Planning Grant										
Department 690 - Development										
Sub-Department 725 - Continuum of Care										
Account 50150 - Contractual/Consulting Services										
5337 - Optimum Management Resources, Inc.	2018-KC-OMR-03	COC Services Provided July 31-August 31 2018	Paid by EFT # 49075		08/31/2018	09/21/2018	09/21/2018		10/01/2018	7,125.00



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 409 - Continuum of Care Planning Grant										
Department 690 - Development										
Sub-Department 725 - Continuum of Care										
Account 50150 - Contractual/Consulting Services										
5337 - Optimum Management Resources, Inc.	2018-KC-OMR-04	Continuum of Care Services 08/31/18-09/30/18	Paid by EFT # 49276		09/30/2018	10/04/2018	10/04/2018		10/15/2018	5,250.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 2	\$12,375.00
							Sub-Department 725 - Continuum of Care Totals		Invoice Transactions 2	\$12,375.00
							Department 690 - Development Totals		Invoice Transactions 2	\$12,375.00
							Fund 409 - Continuum of Care Planning Grant Totals		Invoice Transactions 2	\$12,375.00
Fund 420 - Stormwater Management										
Department 670 - Environmental Management										
Sub-Department 680 - Stormwater Management										
Account 50150 - Contractual/Consulting Services										
4526 - Fifth Third Bank	JM-5781-08/18	Operating supplies/costs - Sustainability programs	Paid by EFT # 48991		09/04/2018	09/19/2018	09/19/2018		10/01/2018	200.00
1064 - US Department of Interior (USGS)	90669916	Streamgaging and Rainfall gaging Program - Res. #17-193	Paid by Check # 363745		09/13/2018	09/19/2018	09/19/2018		10/01/2018	15,190.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 2	\$15,390.00
Account 55030 - Grant Pass Thru										
1091 - V3 Construction Group LTD	App 3	Kane County Judicial Center - Weed Control - Res. #18-141	Paid by Check # 363936		08/31/2018	10/04/2018	10/04/2018		10/15/2018	1,248.00
							Account 55030 - Grant Pass Thru Totals		Invoice Transactions 1	\$1,248.00
Account 60010 - Operating Supplies										
4526 - Fifth Third Bank	JM-5781-08/18	Operating supplies/costs - Sustainability programs	Paid by EFT # 48991		09/04/2018	09/19/2018	09/19/2018		10/01/2018	132.65
4526 - Fifth Third Bank	5781-JM-09/18	Supplies - Mill Creek Watershed Planning Open House	Paid by EFT # 49441		10/04/2018	10/18/2018	10/18/2018		10/29/2018	34.84
							Account 60010 - Operating Supplies Totals		Invoice Transactions 2	\$167.49
							Sub-Department 680 - Stormwater Management Totals		Invoice Transactions 5	\$16,805.49
							Department 670 - Environmental Management Totals		Invoice Transactions 5	\$16,805.49
							Fund 420 - Stormwater Management Totals		Invoice Transactions 5	\$16,805.49



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 435 - Growing for Kane										
Department 690 - Development										
Sub-Department 022 - Growing for Kane										
Account 50150 - Contractual/Consulting Services										
4526 - Fifth Third Bank	1843-JH-08/18	08/18 JANICE HILL P-CARD	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 1	<u>\$0.00</u>
Account 53100 - Conferences and Meetings										
4526 - Fifth Third Bank	1843-JH-08/18	08/18 JANICE HILL P-CARD	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	182.00
							Account 53100 - Conferences and Meetings Totals		Invoice Transactions 1	<u>\$182.00</u>
Account 60010 - Operating Supplies										
4526 - Fifth Third Bank	1843-JH-08/18	08/18 JANICE HILL P-CARD	Paid by EFT # 48991		09/04/2018	09/21/2018	09/21/2018		10/01/2018	99.70
							Account 60010 - Operating Supplies Totals		Invoice Transactions 1	<u>\$99.70</u>
							Sub-Department 022 - Growing for Kane Totals		Invoice Transactions 3	<u>\$281.70</u>
							Department 690 - Development Totals		Invoice Transactions 3	<u>\$281.70</u>
							Fund 435 - Growing for Kane Totals		Invoice Transactions 3	<u>\$281.70</u>
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 50150 - Contractual/Consulting Services										
11639 - Adesta LLC	43949	MC 2018 AUG JULIE Locates, Acct #YKA5202, Ref #15MWN000039	Paid by EFT # 48920		09/19/2018	09/17/2018	09/17/2018		10/01/2018	2,077.75
7629 - Industrial Maintenance Services	189	MC 2018 SEPT Janitorial Services	Paid by Check # 363853		09/28/2018	10/02/2018	10/02/2018		10/15/2018	60.00
11639 - Adesta LLC	44693	MC 2018 SEPT Locates, Acct #YKA5202, Ref #15MWN000039	Paid by EFT # 49371		10/17/2018	10/18/2018	10/18/2018		10/29/2018	2,734.00
							Account 50150 - Contractual/Consulting Services Totals		Invoice Transactions 3	<u>\$4,871.75</u>
Account 50160 - Legal Services										
1822 - Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	110659	MC 2018 SEPT Legal Counsel	Paid by Check # 363904		09/30/2018	10/04/2018	10/04/2018		10/15/2018	40.00
							Account 50160 - Legal Services Totals		Invoice Transactions 1	<u>\$40.00</u>
Account 52020 - Repairs and Maintenance- Roads										
5805 - Lakeshore Recycling Systems (Pit Stop Clean Sweep)	PS227996	MC 2018 AUG Street Sweeping Services (#2 of 3)	Paid by EFT # 49058		08/31/2018	09/17/2018	09/17/2018		10/01/2018	2,440.01
							Account 52020 - Repairs and Maintenance- Roads Totals		Invoice Transactions 1	<u>\$2,440.01</u>



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 520 - Mill Creek Special Service Area											
Department 690 - Development											
Sub-Department 730 - Mill Creek Special Service Area											
Account 52120 - Repairs and Maint- Grounds											
2364 - Banner Up Signs	67774	MC 2018 SEPT Painting of Friendship Way Entrance Sign	Paid by EFT # 48934		09/17/2018	09/17/2018	09/17/2018		10/01/2018	2,985.00	
8541 - Kramer Tree Specialist Inc	77200	MC 2018 JUL Brush Pick-Up Services (#2 of 3)	Paid by EFT # 49049		07/13/2018	09/17/2018	09/17/2018		10/01/2018	9,983.33	
11140 - The Clay Companies dba Raise-Rite Concrete Lifting	18-18345	MC 2018 SEPT Mudjacking Sidewalks Project	Paid by EFT # 49115		09/17/2018	09/17/2018	09/17/2018		10/01/2018	3,828.00	
8523 - Cornerstone Partners Horticultural Services Co.	CP15390	MC 2018 SEPT Turf Repairs Baker/Ford Alley	Paid by EFT # 49193		09/28/2018	10/02/2018	10/02/2018		10/15/2018	509.81	
8523 - Cornerstone Partners Horticultural Services Co.	CP15392	MC 2018 SEPT Prairie Clover Vole Damage Seeding	Paid by EFT # 49193		09/28/2018	10/02/2018	10/02/2018		10/15/2018	445.39	
8523 - Cornerstone Partners Horticultural Services Co.	CP14627	MC 2018 SEPT Landscape Maintenance (#5 of 7)	Paid by EFT # 49193		09/01/2018	10/02/2018	10/02/2018		10/15/2018	9,317.71	
8523 - Cornerstone Partners Horticultural Services Co.	CP14634	MC 2018 SEPT Landscape Maintenance-Prairie Clover (#5 of 7)	Paid by EFT # 49193		09/01/2018	10/02/2018	10/02/2018		10/15/2018	273.50	
8523 - Cornerstone Partners Horticultural Services Co.	CP14641	MC 2018 SEPT Watering Services (#5 of 7)	Paid by EFT # 49193		09/01/2018	10/02/2018	10/02/2018		10/15/2018	2,124.57	
10803 - DNM Sealcoating, Inc	14871	MC 2018 SEPT Invasive Willow Maintenance on Pathways	Paid by EFT # 49196		09/29/2018	10/02/2018	10/02/2018		10/15/2018	1,025.00	
8302 - Lawn Fixers Inc DBA Spring Green Lawn & Tree Care	817684	MC 2018 SEPT Turf Fertilization (#3 of 3)	Paid by EFT # 49248		09/24/2018	10/02/2018	10/02/2018		10/15/2018	6,457.90	
8523 - Cornerstone Partners Horticultural Services Co.	CP15454	MC 2018 OCT Floral Bed Maintenance	Paid by EFT # 49417		10/10/2018	10/18/2018	10/18/2018		10/29/2018	546.40	
8523 - Cornerstone Partners Horticultural Services Co.	CP15462	MC 2018 OCT Fall Flower Installation	Paid by EFT # 49417		10/17/2018	10/18/2018	10/18/2018		10/29/2018	12,412.83	
6456 - Integrated Lakes Management Inc	INV3081	MC 2018 OCT #1 of 2 Herbicidal Application Treatments	Paid by EFT # 49472		10/11/2018	10/18/2018	10/18/2018		10/29/2018	1,260.00	
11140 - The Clay Companies dba Raise-Rite Concrete Lifting	18-18511	MC 2018 OCT Mudjacking Sidewalk Repair Project	Paid by EFT # 49573		10/08/2018	10/18/2018	10/18/2018		10/29/2018	1,804.40	
									Account 52120 - Repairs and Maint- Grounds Totals	Invoice Transactions 14	\$52,973.84



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 52180 - Building Space Rental										
9183 - Tri City Land Management Co., LLC	4490-411-R001OCT	MC 2018 OCT Office Rent	Paid by EFT # 49335		10/01/2018	10/02/2018	10/02/2018		10/15/2018	987.68
							Account 52180 - Building Space Rental Totals		Invoice Transactions 1	\$987.68
Account 52250 - Intersect Lighting Services										
10890 - Gatza Electric, Inc.	1300	MC 2018 SEPT Repair LP #'s 13, 32 & 34	Paid by EFT # 49215		09/25/2018	10/02/2018	10/02/2018		10/15/2018	1,935.00
10890 - Gatza Electric, Inc.	1303	MC 2018 OCT Repairs LP #'s 14, 41, 46, 47, 50	Paid by EFT # 49450		10/16/2018	10/18/2018	10/18/2018		10/29/2018	468.00
							Account 52250 - Intersect Lighting Services Totals		Invoice Transactions 2	\$2,403.00
Account 55000 - Miscellaneous Contractual Exp										
8523 - Cornerstone Partners Horticultural Services Co.	CP15400	MC 2018 SEPT Parkway Tree Watering Service (Final)	Paid by EFT # 49193		09/30/2018	10/04/2018	10/04/2018		10/15/2018	1,595.40
5202 - Engineering Resource Associates, Inc.	18021500.05	MC 2018 ADA Compliance Survey Project (Bidding Assistance)	Paid by EFT # 49206		09/28/2018	10/04/2018	10/04/2018		10/15/2018	1,187.00
							Account 55000 - Miscellaneous Contractual Exp Totals		Invoice Transactions 2	\$2,782.40
Account 60000 - Office Supplies										
11023 - Genesis Technologies Inc.	667180	MC 2018 SSA Office Ink Jet Cartridge Order	Paid by EFT # 49451		10/08/2018	10/18/2018	10/18/2018		10/29/2018	67.13
3578 - Warehouse Direct Office Products	4057074-0	MC 2018 OCT SSA Office Hanging File Folders	Paid by EFT # 49590		10/05/2018	10/18/2018	10/18/2018		10/29/2018	45.86
							Account 60000 - Office Supplies Totals		Invoice Transactions 2	\$112.99
Account 60010 - Operating Supplies										
1849 - Batavia Instant Print Inc	20180661	MC 2018 SEPT Laminating Services (Mill Creek Maps)	Paid by EFT # 48935		09/18/2018	09/17/2018	09/17/2018		10/01/2018	8.30
1390 - Menards, Inc.	97870	MC 2018 SEPT Marking Paint Purchase, Acct #31210373	Paid by EFT # 49065		09/17/2018	09/17/2018	09/17/2018		10/01/2018	9.88
2684 - All American Flag Company	4525	MC 2018 SEPT Flag Order - Kane County Flags	Paid by Check # 363762		09/21/2018	10/02/2018	10/02/2018		10/15/2018	531.95
10153 - William Earle	100518	MC 2018 SEPT Bill Earle - Reimbursement for Operating Supplies	Paid by Check # 364006		10/05/2018	10/18/2018	10/18/2018		10/29/2018	1.59
							Account 60010 - Operating Supplies Totals		Invoice Transactions 4	\$551.72



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	0371017042-A8918	MC 2018 AUG/SET (8/8-9/7), Acct #0371017042	Paid by Check # 363622		09/10/2018	09/17/2018	09/17/2018		10/01/2018	37.60
1054 - ComEd	0018171063-A0718	MC 2018 JUL/AUG Summary Acct #0463054408 Current Charges	Paid by Check # 363623		08/29/2018	09/17/2018	09/17/2018		10/01/2018	76.44
1054 - ComEd	0340143026-B0718	MC 2018 JUL/AUG Summary Acct #0463054408 Current Charges	Paid by Check # 363623		08/29/2018	09/17/2018	09/17/2018		10/01/2018	23.65
1054 - ComEd	1553036026-C0718	MC 2018 JUL/AUG Summary Acct #0463054408 Current Charges	Paid by Check # 363623		08/29/2018	09/17/2018	09/17/2018		10/01/2018	71.90
1054 - ComEd	5631065056-D0718	MC 2018 JUL/AUG Summary Acct #0463054408 Current Charges	Paid by Check # 363623		08/29/2018	09/17/2018	09/17/2018		10/01/2018	44.58
1054 - ComEd	6148196021-E0718	MC 2018 JUL/AUG Summary Acct #0463054408 Current Charges	Paid by Check # 363623		08/29/2018	09/17/2018	09/17/2018		10/01/2018	32.56
1054 - ComEd	6148197028-F0718	MC 2018 JUL/AUG Summary Acct #0463054408 Current Charges	Paid by Check # 363623		08/29/2018	09/17/2018	09/17/2018		10/01/2018	23.65
1054 - ComEd	6667000013-G0718	MC 2018 JUL/AUG Summary Acct #0463054408 Current Charges	Paid by Check # 363623		08/29/2018	09/17/2018	09/17/2018		10/01/2018	56.03
8268 - Mill Creek Water Reclamation District	20545587	MC 2018 AUG Water/Sewer, 8/2-9/2, Inv #20545587, #421531	Paid by EFT # 49067		09/06/2018	09/17/2018	09/17/2018		10/01/2018	8.00
1054 - ComEd	0018171063-A0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	74.62



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 63020 - Utilities- Intersect Lighting										
1054 - ComEd	0203153397-H0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	27.70
1054 - ComEd	0340143026-B0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	23.66
1054 - ComEd	1553036026-C0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	73.97
1054 - ComEd	5631065056-D0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	46.84
1054 - ComEd	6148196021-E0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	32.32
1054 - ComEd	6148197028-F0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	23.66
1054 - ComEd	6667000013-G0818	MC 2018 AUG/SEPT Summary Acct #0463054408, Current Charges Only	Paid by Check # 363800		09/28/2018	10/04/2018	10/04/2018		10/15/2018	58.50
2253 - Nicor Gas	3905811675 AU/SE	MC 2018 AUG/SEPT (8/16-9/17) Meter #4209788	Paid by Check # 363892		09/18/2018	10/02/2018	10/02/2018		10/15/2018	28.88
1054 - ComEd	0371017042A9 1018	MC 2018 SEPT/OCT (9/7-10/8), Acct #0371017042 Current Chrgs Only	Paid by Check # 363986		10/09/2018	10/18/2018	10/18/2018		10/29/2018	39.36
1054 - ComEd	6148132018-A0918	MC 2018 (8/31-10/2) Acct #6148132018 Current Charges	Paid by Check # 363986		10/03/2018	10/18/2018	10/18/2018		10/29/2018	125.97
8268 - Mill Creek Water Reclamation District	20685716	MC 2018 SEPT Water/Sewer (9/2-10/2) Inv #2068516, Acct #421531	Paid by EFT # 49518		10/03/2018	10/18/2018	10/18/2018		10/29/2018	8.00



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 520 - Mill Creek Special Service Area										
Department 690 - Development										
Sub-Department 730 - Mill Creek Special Service Area										
Account 63020 - Utilities- Intersect Lighting Totals							Invoice Transactions		21	\$937.89
Sub-Department 730 - Mill Creek Special Service Area Totals							Invoice Transactions		51	\$68,101.28
Department 690 - Development Totals							Invoice Transactions		51	\$68,101.28
Fund 520 - Mill Creek Special Service Area Totals							Invoice Transactions		51	\$68,101.28
Fund 650 - Enterprise Surcharge										
Department 670 - Environmental Management										
Sub-Department 670 - Enterprise Surcharge										
Account 50140 - Engineering Services										
8304 - CS Geologic LLC	574	Environmental Review Svcs. - Settlers Hill Landfill	Paid by EFT # 49421		09/14/2018	10/18/2018	10/18/2018		10/29/2018	3,728.75
Account 50140 - Engineering Services Totals							Invoice Transactions		1	\$3,728.75
Account 50150 - Contractual/Consulting Services										
8375 - CD LLC (dba Carbon Day Automotive)	2434	Electric Vehicle Chg Station-2 Yr Networking Comm Plan	Paid by EFT # 49180		09/21/2018	10/04/2018	10/04/2018		10/15/2018	1,000.00
11034 - EQ-The Environmental Quality Co. (dba US Ecology)	445630	Household Hazardous Waste Collection Program - Res. #18-130	Paid by EFT # 49438		10/01/2018	10/18/2018	10/18/2018		10/29/2018	5,905.00
Account 50150 - Contractual/Consulting Services Totals							Invoice Transactions		2	\$6,905.00
Account 50590 - Professional Services										
1044 - City of Geneva	198004207-0818	Fabyan Parkway Recycling Drop-off Electricity-Mtr #82940748	Paid by Check # 363612		09/15/2018	09/21/2018	09/21/2018		10/01/2018	28.31
8980 - Fluorecycle, Inc.	42058	Ace Hardware Fluorescent Tube Recycling	Paid by EFT # 48993		09/14/2018	09/21/2018	09/21/2018		10/01/2018	178.41
5805 - Lakeshore Recycling Systems (Pit Stop Clean Sweep)	PS229946	Porta Pot for Recycling Event	Paid by EFT # 49493		09/27/2018	10/19/2018	10/19/2018		10/29/2018	100.00
Account 50590 - Professional Services Totals							Invoice Transactions		3	\$306.72
Account 53100 - Conferences and Meetings										
3930 - IL Counties Solid Waste Mgmt Assn (ILCSWMA)	AC-06	Registration Fee - J.Jarland-Conference Nov.1-2, 2018	Paid by Check # 363676		09/07/2018	09/19/2018	09/19/2018		10/01/2018	125.00
4526 - Fifth Third Bank	8502-JJ-09/18	SWANA annual meeting & Nat'l Recycling Workshop	Paid by EFT # 49441		10/04/2018	10/18/2018	10/18/2018		10/29/2018	160.00
Account 53100 - Conferences and Meetings Totals							Invoice Transactions		2	\$285.00



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 650 - Enterprise Surcharge											
Department 670 - Environmental Management											
Sub-Department 670 - Enterprise Surcharge											
Account 53120 - Employee Mileage Expense											
11582 - Jessica Mino	092118	Mileage 7/19; 8/16; 9/11; 9/12 and Compost Bin Sale Adv. Supplies	Paid by Check # 363704		09/21/2018	09/21/2018	09/21/2018		10/01/2018	23.81	
									Account 53120 - Employee Mileage Expense Totals	Invoice Transactions 1	\$23.81
Account 60010 - Operating Supplies											
10803 - DNM Sealcoating, Inc	14848	Asphalt Repair & Replacement-Parking lot at Fabyan Drop-Off site	Paid by EFT # 48981		09/18/2018	09/21/2018	09/21/2018		10/01/2018	2,925.00	
4526 - Fifth Third Bank	JM-5781-08/18	Operating supplies/costs - Sustainability programs	Paid by EFT # 48991		09/04/2018	09/19/2018	09/19/2018		10/01/2018	25.00	
11582 - Jessica Mino	092118	Mileage 7/19; 8/16; 9/11; 9/12 and Compost Bin Sale Adv. Supplies	Paid by Check # 363704		09/21/2018	09/21/2018	09/21/2018		10/01/2018	10.76	
11692 - Eco Promotional Products Inc	18619	Stainless Steel Water Bottles -Sustain Kane Program-New Employee	Paid by EFT # 49201		09/21/2018	10/04/2018	10/04/2018		10/15/2018	400.00	
11692 - Eco Promotional Products Inc	18620	Stainless Steel Water Bottles-Sustain Kane Prg-New Employee Ori	Paid by EFT # 49201		09/21/2018	10/04/2018	10/04/2018		10/15/2018	1,262.61	
1024 - Ready Refresh by Nestle (Ice Mountain)	1818106259438	Bottled Water Delivery Service - Room 109	Paid by EFT # 49295		09/24/2018	10/04/2018	10/04/2018		10/15/2018	27.70	
8122 - JENNIFER C JARLAND	101718	Operating Supplies for compost bin sales & Recycle Presentation	Paid by EFT # 49479		10/17/2018	10/18/2018	10/18/2018		10/29/2018	99.41	
									Account 60010 - Operating Supplies Totals	Invoice Transactions 7	\$4,750.48
									Sub-Department 670 - Enterprise Surcharge Totals	Invoice Transactions 16	\$15,999.76
									Department 670 - Environmental Management Totals	Invoice Transactions 16	\$15,999.76
									Fund 650 - Enterprise Surcharge Totals	Invoice Transactions 16	\$15,999.76



Development Accounts Payable by GL Distribution

Payment Date Range 10/01/18 - 10/31/18

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 651 - Enterprise General										
Department 670 - Environmental Management										
Sub-Department 671 - Enterprise General										
Account 50150 - Contractual/Consulting Services										
1011 - Curran Contracting Company	Inv. #5	Settlers Hill Cross Country Course Construct-Res. 18-27 & 18-357	Paid by EFT # 48976		08/23/2018	09/19/2018	09/19/2018		10/01/2018	123,428.45
1011 - Curran Contracting Company	#6	Settlers Hill Cross Country Course Const - Res. #18-27 & #18-357	Paid by EFT # 48976		09/21/2018	09/21/2018	09/21/2018		10/01/2018	34,889.26
1556 - Campton Construction Inc	4990	Load and haul stockpiled material	Paid by EFT # 49176		09/28/2018	10/04/2018	10/04/2018		10/15/2018	24,000.00
8740 - Weaver Consultants Group	39475	Settlers Hill Cross Country Course - Construction	Paid by EFT # 49594		09/21/2018	10/18/2018	10/18/2018		10/29/2018	37,395.72
							Account 50150 - Contractual/Consulting Services Totals	Invoice Transactions	4	\$219,713.43
							Sub-Department 671 - Enterprise General Totals	Invoice Transactions	4	\$219,713.43
							Department 670 - Environmental Management Totals	Invoice Transactions	4	\$219,713.43
							Fund 651 - Enterprise General Totals	Invoice Transactions	4	\$219,713.43
							Grand Totals	Invoice Transactions	117	\$561,772.83

**Kane County Purchasing Card Information
Development Committee
October 2018 Statement**

COMMUNITY REINVESTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
10/4/2018	PANERA BREAD #204002	6307611835	\$148.46
			Total: \$148.46

DEVELOPMENT DEPARTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
10/3/2018	GRAND HARBOR RESORT	DUBUQUE	\$9.44
10/3/2018	GRAND HARBOR RESORT	DUBUQUE	\$9.44
10/4/2018	BUILDING AND FIRE CODE	HOFFMAN ESTAT	\$345.00
10/5/2018	BUILDING AND FIRE CODE	HOFFMAN ESTAT	\$345.00
10/11/2018	MEIJER INC #182 Q01	ST CHARLES	\$11.27
10/13/2018	CORNER BAKERY 0199	9726194150	\$306.45
10/16/2018	JEWEL-OSCO	SAINT CHARLES	\$9.98
10/16/2018	MEIJER INC #182 Q01	ST CHARLES	\$188.32
10/23/2018	BUILDING AND FIRE CODE	HOFFMAN ESTAT	\$390.00
10/23/2018	PAYPAL GPP	4029357733	\$490.00
10/24/2018	EIG CONSTANTCONTACT.C	855-2295506	\$47.81
10/29/2018	HILTON	CHICAGO	\$700.89
10/29/2018	HILTON	CHICAGO	\$700.89
10/30/2018	AIA PRODUCTS / DUES	800-242-3837	\$672.00
			Total: \$4,226.49

WATER RESOURCES DEPARTMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
10/24/2018	WAL-MART #5352	BATAVIA	\$1.75
			Total: \$1.75
			Total all: \$4,376.70



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4470: Mill Creek Land Company

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4470

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY TOWNSHIP

Mill Creek Land Company

Located on the western portion of the parking lot of Mill Creek pool at 39W125 S. Mill Creek Drive, Section 13, Blackberry Township (11-13-400-050)

Major Adjustment to the existing Mill Creek Planned Unit Development to allow for the construction of single-family row homes

Existing Public Open Space

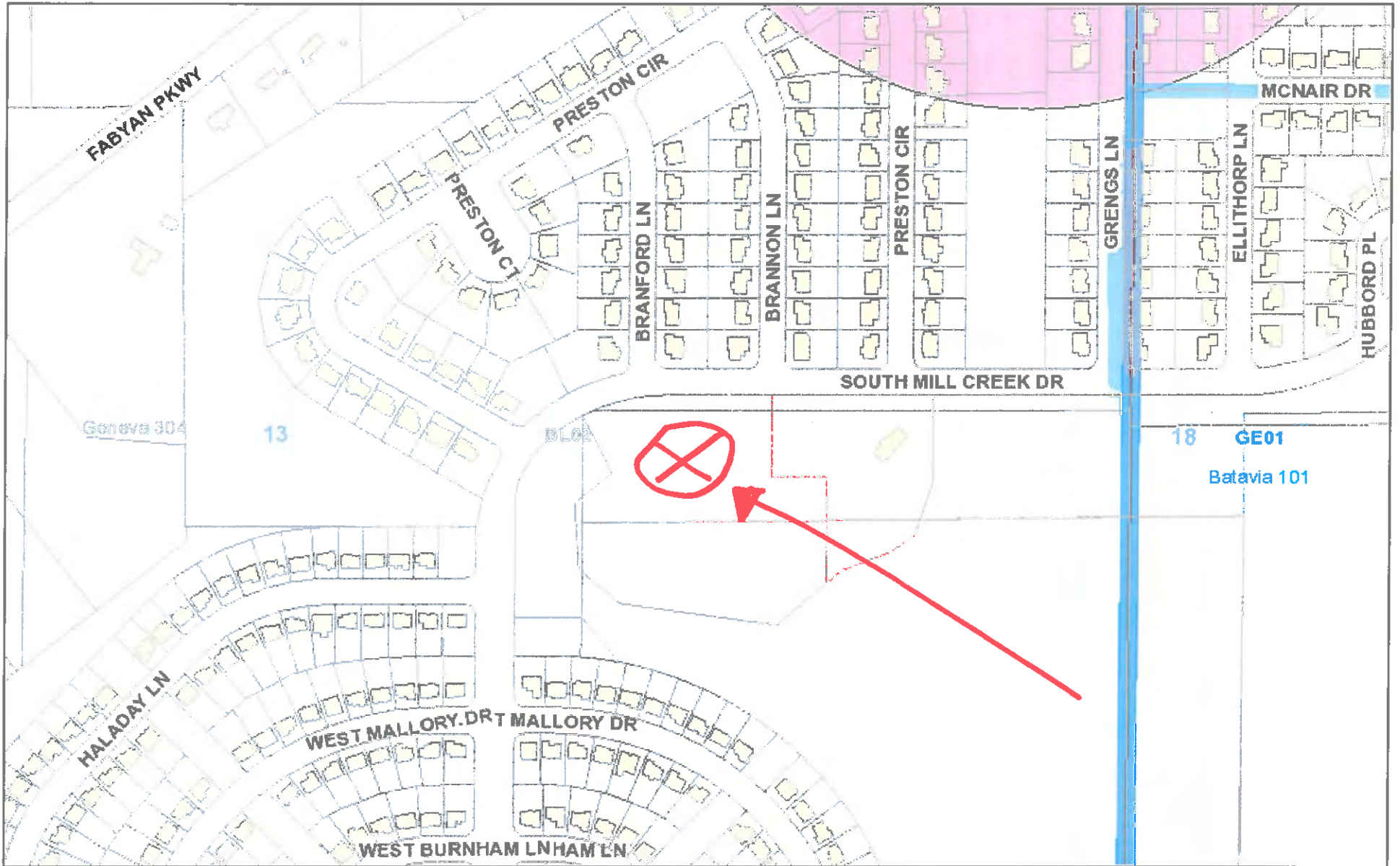
Area property owners

Regional Planning Comm.: N/A

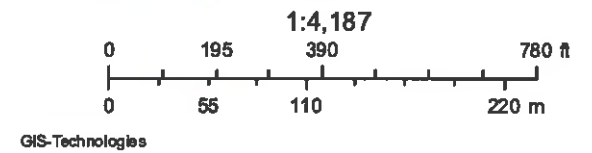
Zoning Board: Approval

Development Committee: To be determined

Map Title



October 10, 2018



STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4470
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a Major Adjustment to the existing Mill Creek PUD be granted on the following described property to allow single family row homes:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE 3rd PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF AN EASTERLY LINE OF SOUTH MILL CREEK DRIVE WITH A NORTH LINE OF MILL CREEK, NEIGHBORHOOD S, PHASE I, BLACKBERRY TWP, KANE COUNTY, ILLINOIS; THENCE NORTHERLY ALONG SAID EASTERLY LINE 388.14 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY ALONG A SOUTHEASTERLY LINE OF SAID DRIVE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 153.43 FEET TANGENT TO THE LAST DESCRIBED COURSE 70.14 FEET; THENCE NORTHEASTERLY ALONG A SOUTHEASTERLY LINE OF SAID DRIVE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 317.0 FEET TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 166.12 FEET; THENCE NORTHEASTERLY ALONG A SOUTHEASTERLY LINE OF SAID DRIVE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 467.0 FEET TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 58.54 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY RADIAL TO THE LAST DESCRIBED CURVE FROM THE LAST DESCRIBED POINT 164.98 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 101°01'06" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 119.91 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 124°28' WITH THE LAST DESCRIBED COURSE, (MEASURED CLOCKWISE THEREFROM) 167.58 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 133°56'31" WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 135.0 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 147° 10' WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 400.0 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 132°00' WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 163.77 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF LOT 1, MILL CREEK SWIM CLUB, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID LOT FORMING AN ANGLE OF 130°10' WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 269.80 FEET TO AN ANGLE IN SAID LOT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 140.0 FEET TO AN ANGLE IN THE SOUTHERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID LOT AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 205.0 FEET TO THE SOUTHERLY LINE OF SAID DRIVE; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE ALONG SAID SOUTHERLY LINE 262.75 FEET TO A POINT OF CURVATURE; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID DRIVE BEING A

CURVE TO THE LEFT HAVING A RADIUS OF 467.0 FEET TANGENT TO THE LAST DESCRIBED COURSE 217.82 FEET TO THE POINT OF BEGINNING IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS. The property is located in the western portion of the Mill Creek Swim Club, southwest of the intersection of South Mill Creek Drive and Brannon Lane.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4471: Miguel Bautista

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4471

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ST. CHARLES TOWNSHIP

Miguel Bautista

7N416 Route 31, Section 2, St. Charles Township (09-02-301-002)

Requesting a Five-Year Interim Special Use in the F-Farming District to allow for the storage of landscaping vehicles and equipment

Rural Residential

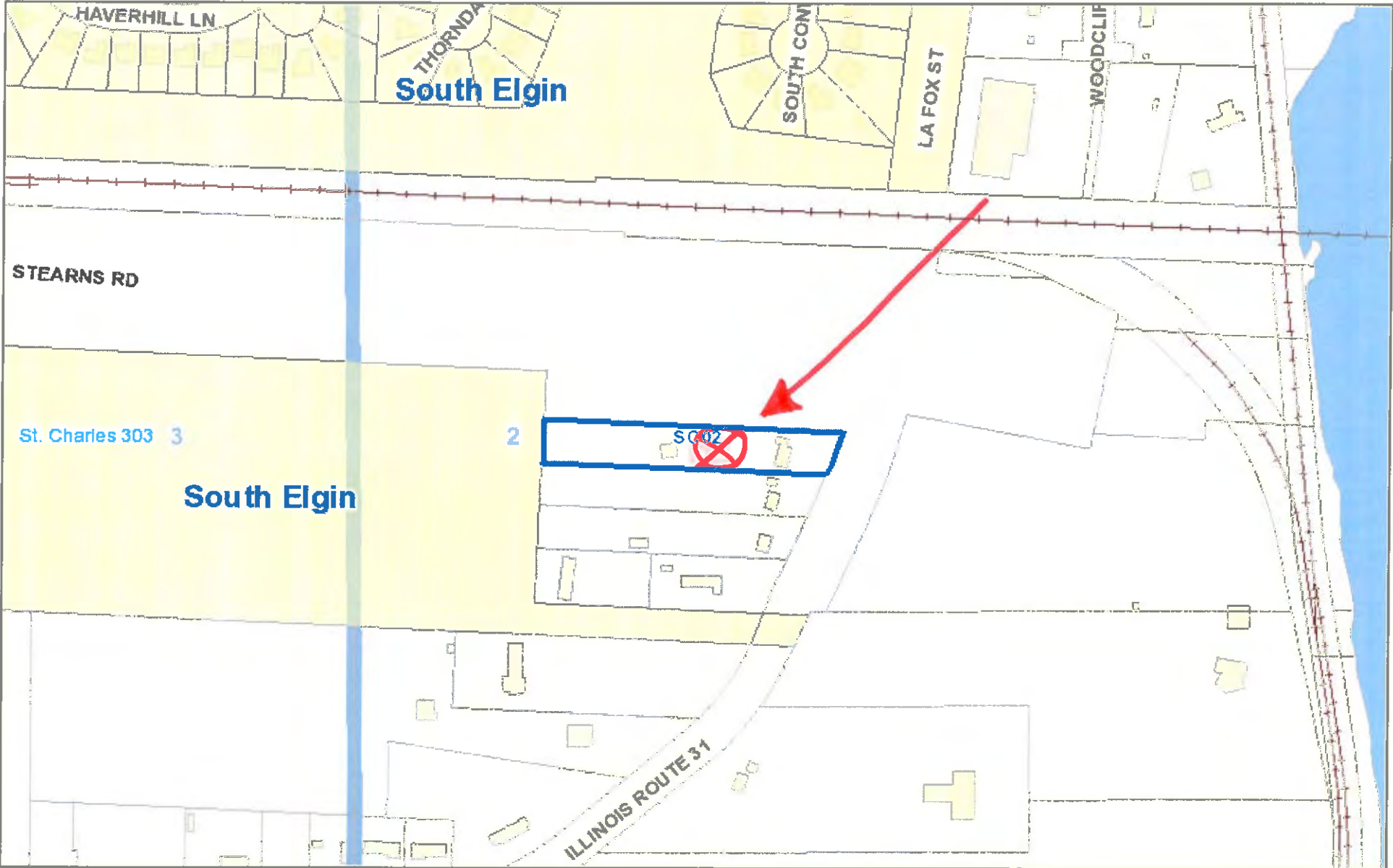
None

Regional Planning Comm.: N/A

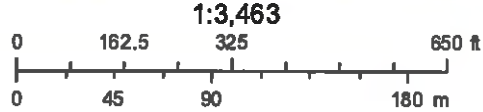
Zoning Board: Approval

Development Committee: To be determined

Map Title



October 10, 2018



GIS-Technologies

These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4471
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a Five-Year Interim Special Use in the F-Farming District be granted for a landscaping business on the following described property:

The Southerly 90', as measured along the Westerly line, of Lot A of Highland Acres, in the Township of St. Charles, Kane County, Illinois. The property is located 7N416 Route 31.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4472: Mary Ann Krempel

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4472

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ST. CHARLES TOWNSHIP

Mary Ann Krempel

3N952 Bittersweet Road, Section 29, St. Charles Township (09-29-226-002)

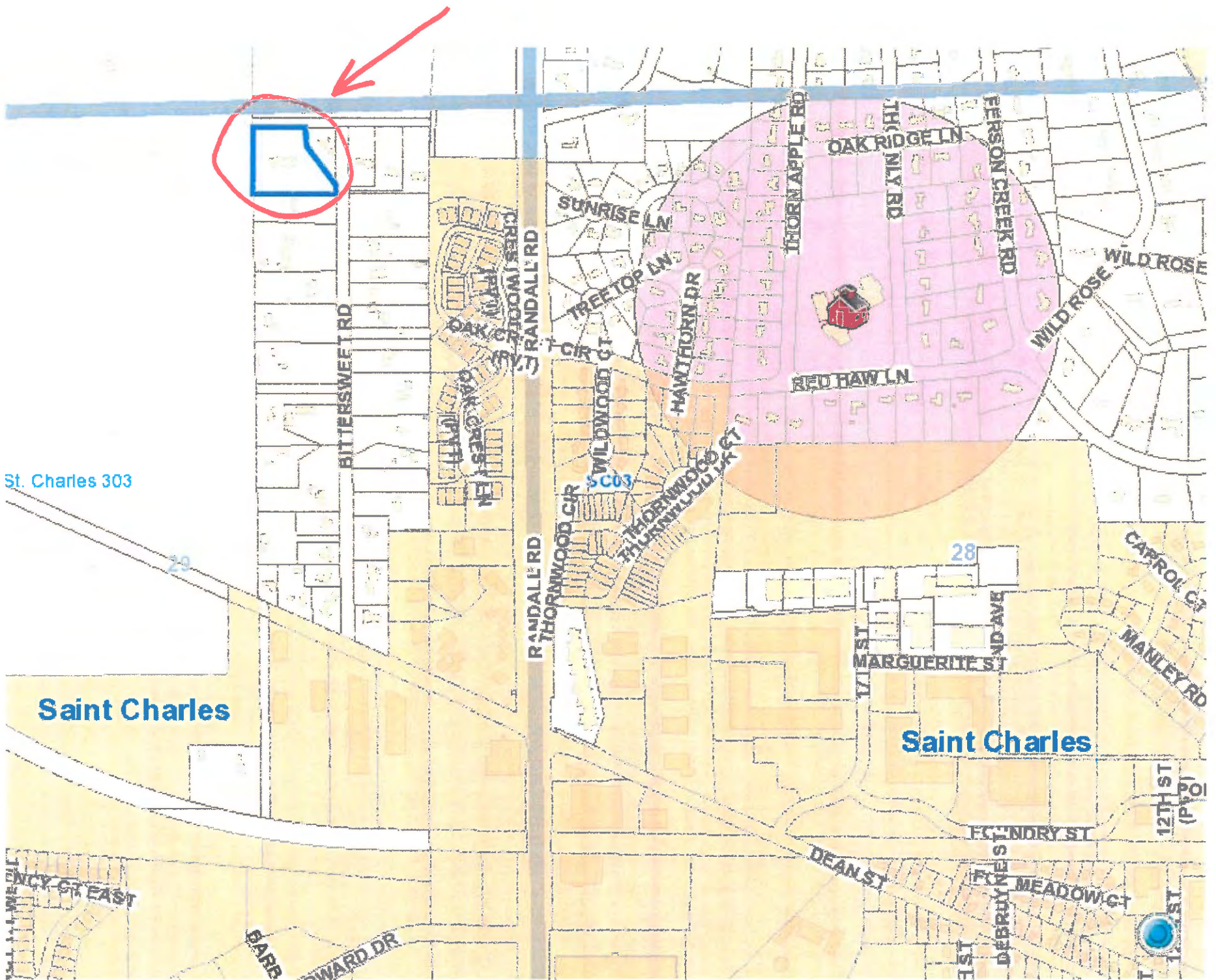
Rezoning from F-District Farming to R-1 District Rural Residential Rural Residential

None

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: To be determined



St. Charles 303

Saint Charles

Saint Charles

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4472
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-District Farming to R-1 District-One Family Residential be granted on the following described property:

That part of the Northeast Quarter of Section 29, Township 40 North, Range 8 East of the 3rd Principal Meridian, described as follows: Commencing at the Northwest corner of Christensen Subdivision; thence North 89 degrees 41' West along the North line extended of said Subdivision 139.0 feet for a point of beginning; thence North 89°41' West along said North line extended 245.70 feet; thence South 0 degrees 25' East 315.0 feet; thence South 89 degrees 41' East 384.70 feet to the Southwest corner of said Christensen Subdivision; thence North 0 degrees 25' West along the West line of said Subdivision 39.79 feet; thence North 37 degrees 10' West 233.37 feet to a point due South 90.0 feet from the point of beginning; thence North 90.0 feet to the point of beginning, in St. Charles Township, Kane County, Illinois. The property is located at 3N952 Bittersweet Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4476: Mike Stalka

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4476

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

AURORA TOWNSHIP

Mike Stalka

1257 Mitchell Road, Section 10, Aurora Township (15-10-476-019)

Rezoning from F-District Farming to R-1 District One-Family Residential

Urban Neighborhoods/Mixed Use Infill

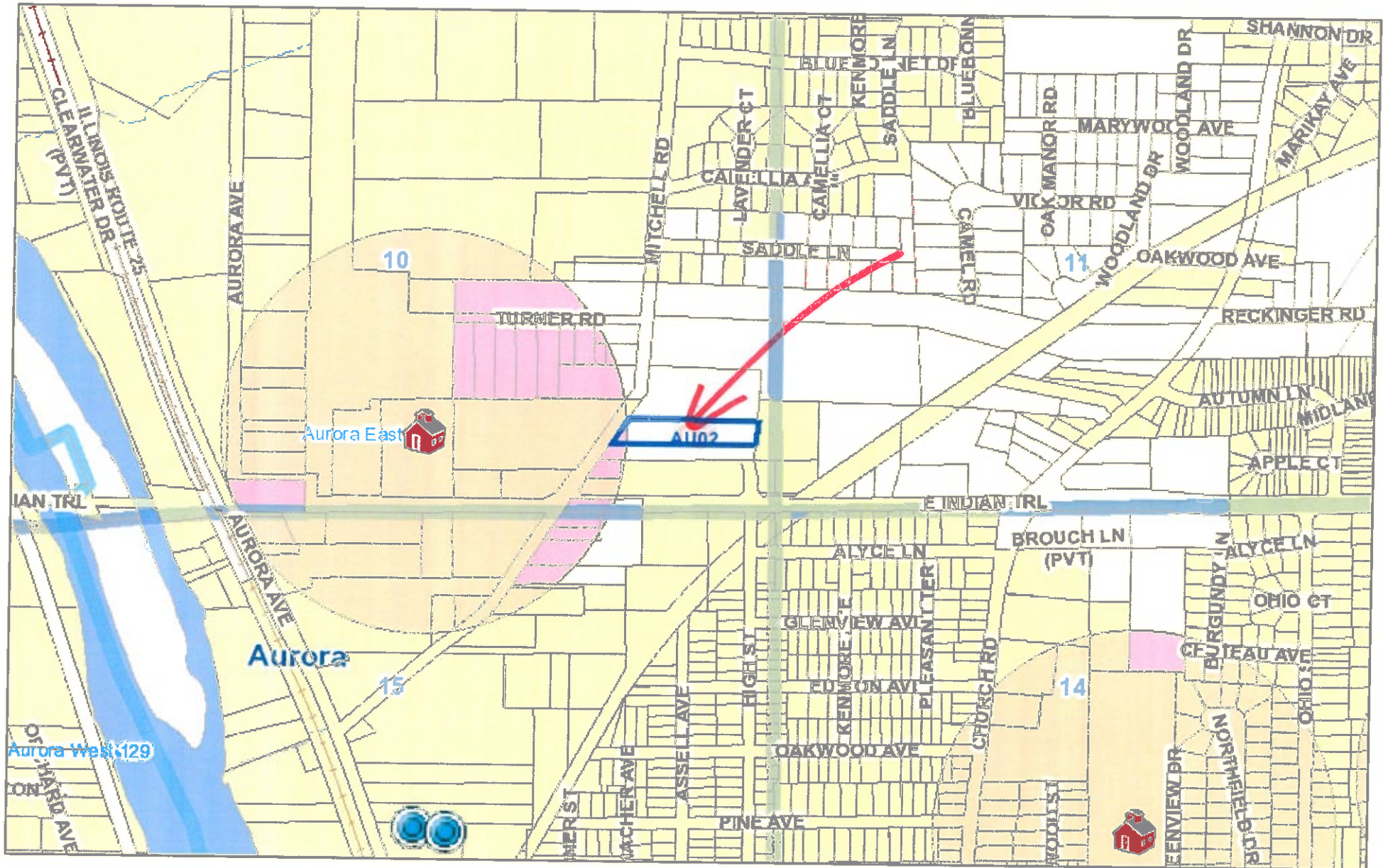
None

Regional Planning Comm.: N/A

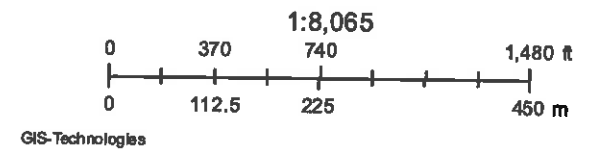
Zoning Board: Approval

Development Committee: To be determined

Map Title



November 5, 2018



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4476
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-Farming District to R-1 District One Family Residential be granted on the following described property:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE EAST ALONG THE SOUTH LINE OF SECTION 11 AFORESAID 3.20 CHAINS; THENCE NORTH 333.44 FEET FOR A PLACE OF BEGINNING; THENCE NORTH 0 DEGREES 34 MINUTES WEST 201.1 FEET; THENCE NORTH 87 DEGREES 07 MINUTES WEST 267.0 FEET BY DEED DATED MARCH 28, 1962 AND RECORDED AS DOCUMENT 973875, (281.10 FEET BY DEED DATED JUNE 21, 1933 AND RECORDED AS DOCUMENT 365300), (MEASURE = 288.83 FEET), TO THE EAST LINE OF THE FOLLOWING DESCRIBED PARCEL, (HEREINAFTER REFERRED TO AS PARCEL "A"): THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 10; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 10, 443.90 FEET; THENCE NORTH 88 DEGREES 18 MINUTES WEST 91.33 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 18 MINUTES WEST 673.74 FEET TO THE CENTER OF MITCHELL ROAD; THENCE NORTH 31 DEGREES 42 MINUTES EAST 170.15 FEET; THENCE NORTH 1 DEGREE 25 MINUTES EAST 113.10 FEET; THENCE NORTH 88 DEGREES 49 MINUTES EAST 588.30 FEET; THENCE SOUTH 1 DEGREE 30 MINUTES WEST 250.05 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS, SAID EAST LINE OF PARCEL "A" IS HEREINAFTER REFERRED TO AS LINE "A"; THENCE SOUTHWESTERLY ALONG SAID LINE "A" TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL "A" 673.7 FEET TO A POINT IN THE CENTER OF THE HIGHWAY; THENCE SOUTH 35 DEGREES 14 MINUTES WEST 163.85 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES EAST 1061.8 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART LYING EASTERLY OF THE SOUTHERLY EXTENSION OF SAID LINE "A", IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS. The property is located at 1257 Mitchell Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4477: Daniel Weiland, et ux

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4477

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY TOWNSHIP

Daniel Weiland, et ux

1S100 Donnyhill Road, Section 20, Blackberry Township (11-20-200-013)

Rezoning from F-District Farming to E-1 District Estate Residential

Countryside Estate Residential

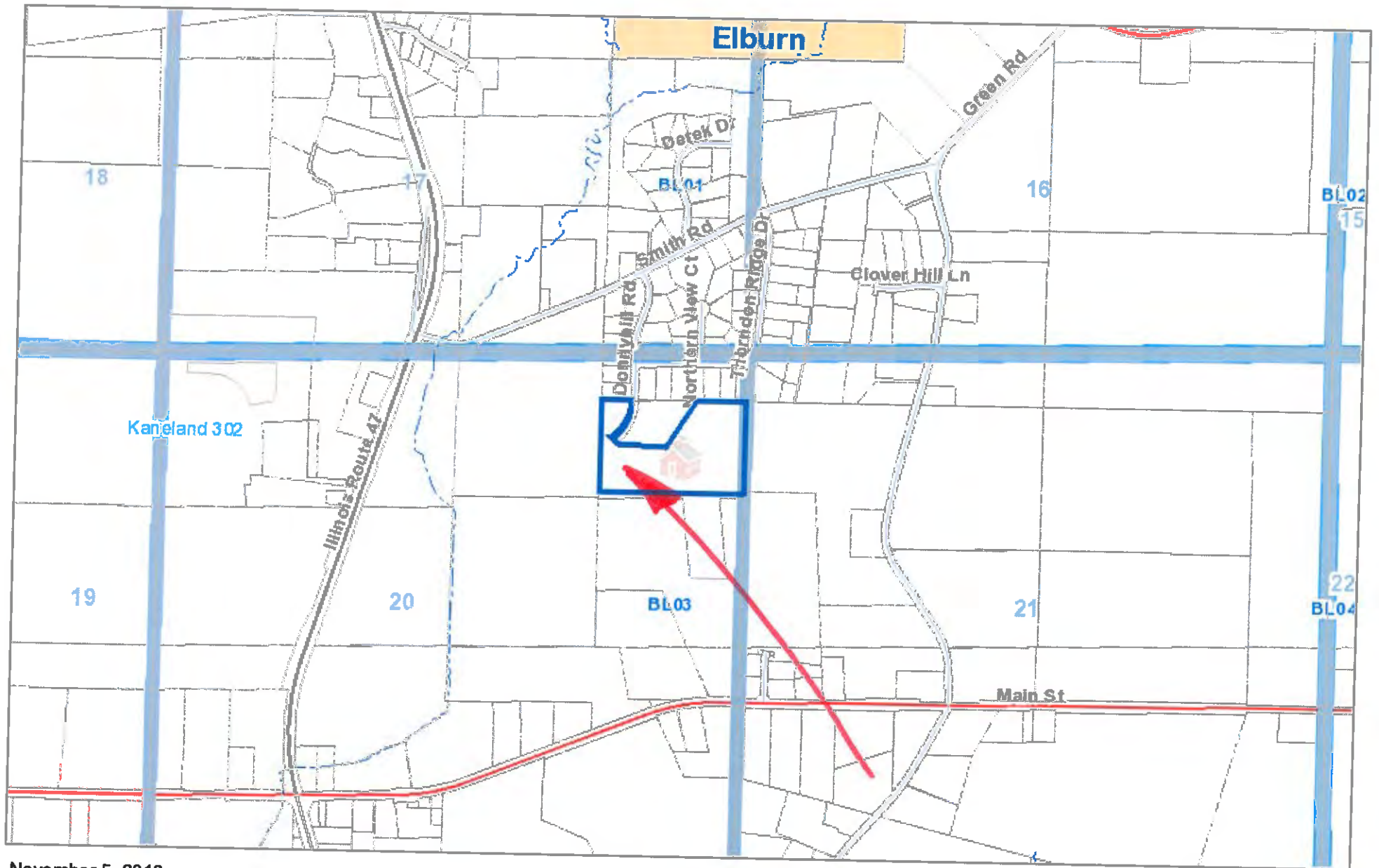
None

Regional Planning Comm.: N/A

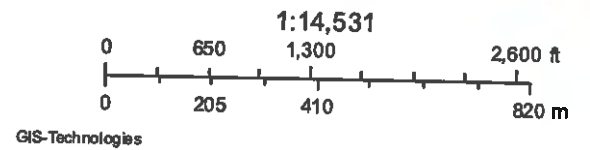
Zoning Board: Approval

Development Committee: To be determined

Map Title



November 5, 2018



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4477
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-Farming District to E-1 District Estate Residential be granted on the following described property:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTHWEST CORNER OF LOT 26, UNIT NO. 3, DONNHILL MEADOWS, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 473.0 FEET TANGENT TO A LINE FORMING AN ANGLE OF 90°18'04" WITH THE SOUTHERLY LINE OF SAID UNIT (MEASURED COUNTERCLOCKWISE THEREFROM) 452.0 FEET FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY, RADIAL TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 66.0 FEET; THENCE NORTHEASTERLY AND NORTHERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 407.0 FEET, CONCENTRIC WITH THE LAST DESCRIBED CURVE, 388.93 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 0.35 FEET TO THE SOUTHEAST CORNER OF LOT 25 IN SAID UNIT; THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID UNIT, 262.05 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY, ALONG A LINE FORMING AN ANGLE OF 90°56'23" WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 854.18 FEET TO AN ANGLE POINT IN A SOUTHERLY LINE OF A TRACT OF LAND CONVEYED TO ROBERT J. MEREDITH BY DOCUMENT 945800, BOOK 2007, PAGE 94; THENCE EASTERLY, ALONG A SOUTHERLY LINE OF SAID MEREDITH TRACT, FORMING AN ANGLE OF 88°19'37" WITH THE LAST DESCRIBED COURSE, (MEASURED CLOCKWISE THEREFROM) 1313.60 FEET TO THE SOUTHEAST CORNER THEREOF, BEING A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTHERLY, ALONG SAID EAST LINE, FORMING AN ANGLE OF 91°20'02" WITH THE LAST DESCRIBED COURSE, (MEASURED CLOCKWISE THEREFROM) 837.3 FEET TO A SOUTHERLY LINE OF UNIT NO. 4, DONNYHILL MEADOWS, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE WESTERLY, ALONG SAID SOUTHERLY LINE AND A SOUTHERLY LINE OF UNIT NO. 5, DONNYHILL MEADOWS, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS, FORMING AN ANGLE OF 89°23'58" WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM), 470.21 FEET TO A POINT THAT IS 510.0 FEET (AS MEASURED ALONG THE SOUTHERLY LINES OF SAID UNITS 3 AND 5) AND EASTERLY OF THE POINT OF COMMENCEMENT; THENCE SOUTHWESTERLY, ALONG A LINE FORMING AN ANGLE OF 56°57'55" WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 493.0 FEET; THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 119°39'01" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTERCLOCKWISE THEREFROM) 440.0 FEET TO THE POINT OF BEGINNING, IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS.

TOGETHER WITH A PROPOSED EASEMENT OVER AND UPON THE FOLLOWING PARCEL:

THE NORTHERLY 50 FEET (MEASURED ON THE INSIDE RADIUS) OF THE FOLLOWING DESCRIBED PARCEL, TO-WIT: THAT PART OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 26, UNIT NO. 3, DONNYHILL MEADOWS, BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS; THENCE SOUTHERLY AND SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 473.0 FEET, TANGENT TO A LINE FORMING AN ANGLE OF 90°18'04" WITH THE SOUTHERLY LINE OF SAID UNIT (MEASURED COUNTERCLOCKWISE THEREFROM) 452.0 FEET; THENCE NORTHWESTERLY, RADIAL TO THE LAST DESCRIBED CURVE, AT THE LAST DESCRIBED POINT, 66.0 FEET; THENCE NORTHEASTERLY AND NORTHERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 407.0 FEET CONCENTRIC WITH THE LAST DESCRIBED CURVE, 388.93 FEET; THENCE NORTHERLY, TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT, 0.35 FEET TO THE SOUTHEAST CORNER OF LOT 25 IN SAID UNIT; THENCE EASTERLY, ALONG SAID SOUTHERLY LINE, 66.0 FEET TO THE POINT OF BEGINNING, ALL IN BLACKBERRY TOWNSHIP, KANE COUNTY, ILLINOIS. The property is located at 1S100 Donnyhill Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4478: Atanacio Sanchez

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4478

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

PLATO TOWNSHIP

Atanacio Sanchez

40W991 Plank Road, Section 11, Plato Township (05-11-300-018)

Rezoning from F-District Farming to F-1 District Rural Residential & F-2 – District – Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for a landscaping business

Countryside Estate Residential

None

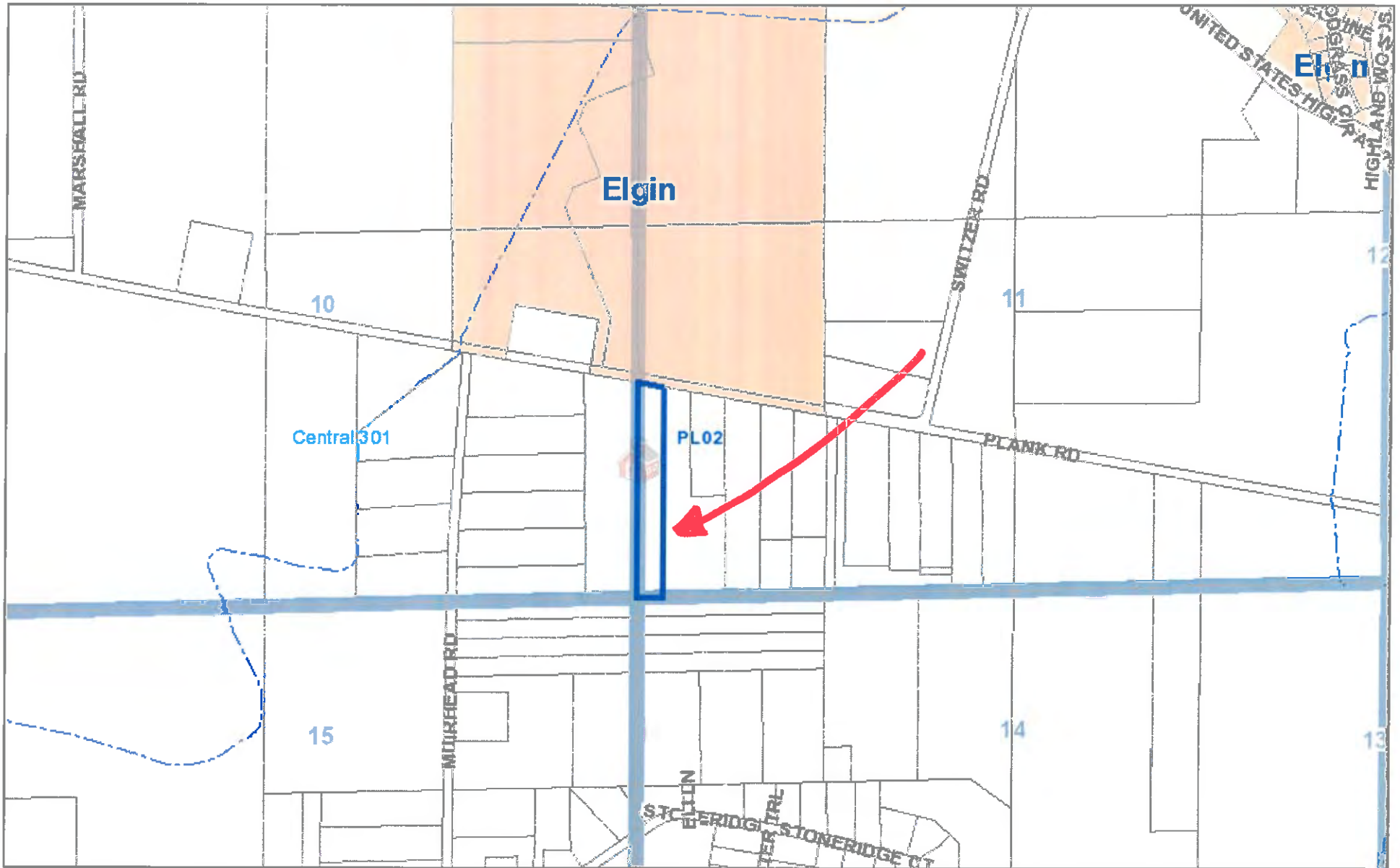
Regional Planning Comm.: N/A

Zoning Board: Approval with the stipulations:

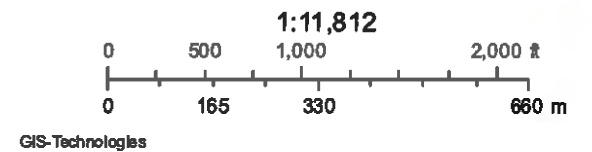
1. A 60 foot half right-of-way, from the center of Plank Road shall be dedicated to the County of Kane. This dedication must be completed within 90 days of the rezoning.
2. The access drive, from the edge of pavement on Plank Road to a point 75 feet south of the edge of pavement must maintain a minimum 20 width (this work was provisioned under KDOT permit PLTA 2018-0504).
3. Documentation will be made of the drain tile system.
4. Documentation will be made for the shared driveway easement.

Development Committee: To be determined

Map Title



October 16, 2018



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4478
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-District Farming to F-1 District Rural Residential be granted on the following described property:

The N 239.00 ft of the S 718.00 ft of the W 183.48 ft, as msrd alg the S li of that pt of the SW Qtr of Sec 11, Twp 41 N, Rge 7 E of the 3rd PM, lying S of the ctr li of Plank Rd, in the Twp of Plato, KCI.

That a rezoning from F-District Farming to F-2 District – Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for a landscaping business on the following described property:

The S 479.00 ft of the W 183.48 ft, as msrd alg the S li of that pt of the SW Qtr of Sec 11, Twp 41 N, Rge 7 E of the 3rd PM, lying S of the ctr li of Plank Rd, in the Twp of Plato, KCI

- 2) The rezoning be granted subject to the following stipulations:
1. A 60 foot half right-of-way, from the center of Plank Road shall be dedicated to the County of Kane. This dedication must be completed within 90 days of the rezoning.
 2. The access drive, from the edge of pavement on Plank Road to a point 75 feet south of the edge of pavement must maintain a minimum 20 width (this work was provisioned under KDOT permit PLTA 2018-0504).
 3. Documentation will be made of the drain tile system.
 4. Documentation will be made for the shared driveway easement.
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4479: JM Stoxen

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4479

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

HAMPSHIRE TOWNSHIP

JM Stoxen

19N045 Harmony Road, Section 4, Hampshire Township (01-04-400-008)

Rezoning from F-District Farming to F-1 District Rural Residential

Agricultural

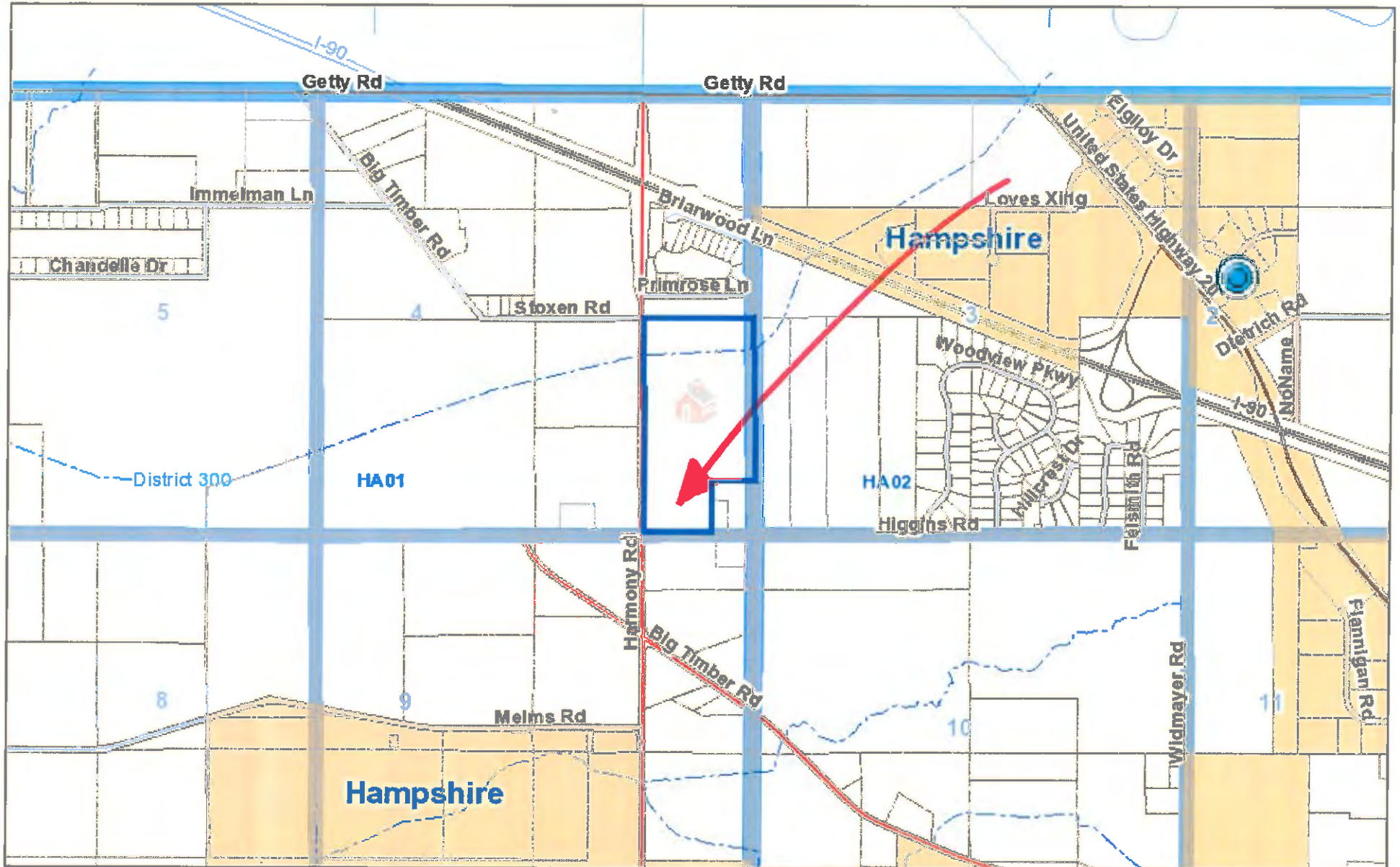
None

Regional Planning Comm.: N/A

Zoning Board: Approval

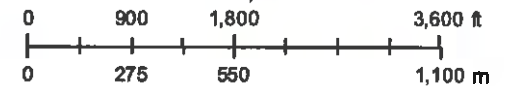
Development Committee: To be determined

Map Title



November 5, 2018

1:20,091



GIS-Technologies

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4479
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-Farming District to F-1 District Rural Residential be granted on the following described property:

PARCEL ONE: That part of the East half of the Southeast Quarter of Section 4, Township 42 North, Range 8 East of the 3rd Principal Meridian, bounded and described as follows: Commencing at the Southeast corner of said Southeast Quarter of said Section 4; thence North 89°54'35" West along the South line of said Southeast Quarter, 1044.0 feet for the point of beginning; thence continuing North 89°54'35" West along said South line, a distance of 277.78 feet to the Southwest corner of the East half of the Southeast Quarter aforesaid; thence North 00°04'48" West along the West line of said East half of the Southeast Quarter, 833.0 feet; thence South 89°54'35" East and parallel with the South line of said Southeast Quarter, 277.82 feet; thence South 00°04'38" East and parallel with the East line of said Southeast Quarter, 833.0 feet to the point of beginning, in Hampshire Township, Kane County, Illinois. PARCEL TWO: That part of the East half of the Southeast Quarter of Section 4, Township 42 North, Range 6 East of the 3rd Principal Meridian, bounded and described as follows: Commencing at the Southeast corner of said Southeast Quarter of said Section 4; thence North 89°54'35" West along the South line of said Southeast Quarter, 767.0 feet for the point of beginning; thence continuing North 89°54'35" West along said South line, a distance of 277.0 feet; thence North 00°04'38" West and parallel with the East line of said Southeast Quarter, 833.0 feet; thence South 89°54'35" East and parallel with the South line of said Southeast Quarter, 277.0 feet; thence South 00°04'38" East and parallel with the East line of said Southeast Quarter, 833.0 feet to the point of beginning, in Hampshire Township, Kane County, Illinois. PARCEL THREE: That part of the East half of the Southeast Quarter of Section 4, Township 42 North, Range 6 East of the 3rd Principal Meridian, bounded and described as follows: Commencing at the Southeast corner of said Southeast Quarter of said Section 4; thence North 89°54'35" West along the South line of said Southeast Quarter, 490.0 feet for the point of beginning; thence continuing North 89°54'35" West along said South line, a distance of 277.0 feet; thence North 00°04'38" West and parallel with the East line of said Southeast Quarter, 833.0 feet; thence South 89°54'35" East and parallel with the South line of said Southeast Quarter, 277.0 feet; thence South 00°04'38" East and parallel with the East line of said Southeast Quarter, 833.0 feet to the point of beginning, in Hampshire Township, Kane County, Illinois. The property is located at 19N045 Harmony Road

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance No.

Amendment to the Kane County Code Appendix B, Zoning Ordinance

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Mark VanKerkhoff, 630.232.3451

Budget Information:

Was this item budgeted? NA	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

These text amendments clarifies solar uses by adding two definitions and provides for solar utilities as a special use in the F-Farming and Airport Districts.

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO.

AMENDMENT TO THE KANE COUNTY CODE APPENDIX B, ZONING ORDINANCE

WHEREAS, the Kane County Board has adopted a Zoning Ordinance dividing the unincorporated area of the County into district; and

WHEREAS, said ordinance is adopted for the purpose of promoting the public health, safety, morals, comfort and general welfare; conserving the values of property throughout the County; reducing or avoiding congestion in the public streets and highways; and

WHEREAS, it is necessary from time to time to amend the ordinance to continue to provide effective enforcement of the Kane County Zoning Ordinance; and

WHEREAS, in the Kane County Zoning Ordinance electricity generating solar photovoltaic systems are a prohibited use in all non-industrial districts; and

WHEREAS, this Ordinance shall be in full effect on November 13, 2018.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that the Zoning Ordinance, Appendix B, Kane County Code, be amended to read as follows:

ARTICLE III DEFINITIONS

Section 3.1 Established.

Solar accessory: A solar-electric (photovoltaic) system primarily intended to reduce on-site consumption of utility power.

Solar utility: A commercial solar-electric (photovoltaic) system that provides retail electric power (or a financial proxy for retail power) to off-site households, businesses or utilities, and including any ancillary equipment or infrastructure necessary for the distribution or storage of power generated on-site.

ARTICLE VIII FARMING DISTRICTS

Section 8.1 F District-Farming

8.1-1 Permitted Uses. In the F District, the following uses are permitted:

- i. Pipelines, electric substations, or transformer stations, telephone repeater stations and automatic exchanges, radio stations and towers, etc. (See Sections 5.4-3 and 5.4-5 of this Appendix.) but shall not include electrical generation plants, “peaker” plants, ancillary transmission and distribution facilities and Solar, utility as defined herein (see definition Article III).

8.1-2 Special Uses.

- jj. Solar, utility, as defined herein.

8.1-3 Uses Expressly Prohibited.

Uses prohibited in the R1 District are prohibited in the F District, except Solar, utility as defined herein (see definition Article III), which is a special use.

ARTICLE IX RESIDENTIAL DISTRICTS

Section 9.5 R1 District-One Family Residential

9.5-3 Uses Expressly Prohibited. The following uses are prohibited in R1 Residential Districts:

- g. Private electrical generation plants, “peaker” plants, ancillary transmission and distribution facilities other than Solar, accessory as defined herein (see definition Article III).

ARTICLE XIII AIRPORT DISTRICTS

Section 13.1 A1 Airport District-restricted landing field

13.1-2 Special Uses.

- e. Solar, utility, as defined herein.

Section 13.2 A2 Airport District-Public Use Airport

13.2-2 Special Uses.

- a. Solar, utility, as defined herein.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-12 Solar

Kane County Development & Community Services Department

Planning & Special Projects Division Monthly Report – November 2018

In addition to regular on-going activities, the following are highlights of regional land, agriculture and other Planning Division activities of the past month.

Fresh & Local Rx Program

On October 25th Mark VanKerkhoff, Janice Hill, and Matt Tansley participated in a conference call discussion with New Venture Advisors to discuss a scope of services for New Venture Advisors to report on the lessons learned from the Fresh & Local Rx Program.

GreenTown Will County

Janice Hill and Matt Tansley delivered a session presentation at the GreenTown Will County Conference on October 26th. The presentation provided an overview of policies and programs shaping local food enterprise development in Kane County, including the launch of a regional food hub.

Farm to School Program

On November 8th Matt Tansley participated in a conference call discussion with JJC faculty and Illinois Farm to School Network staff to review farm to school curriculum resources that could be incorporated into JJC classrooms.

Google Insider Marketing Event

On November 8th, Chris Toth hosted a Google Insider Marketing event for small businesses and non-profits. The guest speaker, Nathan Misirian, shared inside tips for design, coding, and marketing for business websites. Over 30 attendees joined this free event to get valuable insight on improving their websites to attract and retain customers.

ILFB Local and Regional Food Conference

Matt Tansley attended the Illinois Farm Bureau's Local and Regional Food Conference on November 6. The conference highlighted tools and resources to help farm operators and other local food businesses to capture value in the marketplace and capitalize on community partnership opportunities.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance No.

Establishing the Kane Energy Efficiency Program (KEEP) as a Property Assessed Clean Energy Program in the County of Kane Illinois, Designating a Pace Area, Providing for Property Assessments, and Approving Related Matters

Committee Flow: County Development Committee, Executive Committee, County Board

Contact: Christopher Toth, 630.232.3491

Budget Information:

Was this item budgeted? No	Appropriation Amount:
If not budgeted, explain funding source: No Impact on Budget	

Summary:

On March 13, 2018, the County Board approved Resolution 18-78, Declaring Intent to Create the Kane Energy Efficiency Program (KEEP) as a Property Assessed Clean Energy Program. This Ordinance establishes the Kane Energy Efficiency Program (KEEP) as a "Property Assessed Clean Energy" program for all of Kane County with no cost to the County or the general public. "Property Assessed Clean Energy" is a financing tool that helps accelerate private investments in commercial properties. Locally adopted programs have already brought billions of private investment dollars to communities across the U.S. since the first "Property Assessed Clean Energy" program launched in 2008. This is an economic development initiative with environmental benefits that will lower the cost of doing business, encourage new and existing business owners to invest in Kane County, and create jobs using the local workforce. Projects will also have a positive impact on air quality, creating healthier, more livable neighborhoods.

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO.

ESTABLISHING THE KANE ENERGY EFFICIENCY PROGRAM (KEEP) AS A PROPERTY ASSESSED CLEAN ENERGY PROGRAM IN THE COUNTY OF KANE ILLINOIS, DESIGNATING A PACE AREA, PROVIDING FOR PROPERTY ASSESSMENTS, AND APPROVING RELATED MATTERS

WHEREAS, The County of Kane, Illinois (the “*County*”), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended (the “*Counties Code*”); and

WHEREAS, on March 13, 2018 the County Board approved Resolution 18-78, Declaring Intent to Create the Kane Energy Efficiency Program (KEEP) as a Property Assessed Clean Energy Program; and

WHEREAS, pursuant to the Property Assessed Clean Energy Act of the State of Illinois, as amended (the “*Act*”), the County Board of the County (the “*Board*”) is authorized to establish a property assessed clean energy (PACE) program (the “*Program*”) to finance Energy Projects (as defined in the Act) intended to decrease energy consumption using voluntary assessments recorded against privately-owned commercial, industrial, non-residential agricultural, or multi-family (of 5 or more units) real property falling within the jurisdiction of the County and in an area designated by the County as a PACE Area (as defined in the Act); and

WHEREAS, in order to implement and facilitate the Program, the Act provides that the County is authorized to enter into agreements with qualifying owners of real property, Program Administrators (as defined in the Act) and third party capital providers to provide for the imposition of assessments against qualifying properties on the land records of the County to secure the repayment of contractual assessments for the purpose of providing owners of qualifying properties located in the County with affordable financing for energy improvements with respect to such properties; and

WHEREAS, the Board does hereby determine that it is advisable and in the best interests of the County to establish the Program in and for the County, designate a PACE Area, provide for property assessments, and approve related matters:

NOW, THEREFORE, IT IS HEREBY ORDAINED by the County Board of The County of Kane, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Public Purpose; Approval of Assessment Contracts. The Board hereby finds that the imposition of assessments against qualifying properties on the records of the County to secure the repayment by property owners of voluntary contractual assessments (“*Assessment Contracts*”) entered into for the purpose of providing owners of qualifying properties (“*Owners*”) located in the County with affordable financing for Energy Projects pursuant to the Program further essential

public and governmental purposes of the County. Such purposes include but are not limited to reduced energy costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.

The form of Assessment Contract attached as an Exhibit to the Report (as hereafter defined) is hereby approved. Any one of the Chairman of the Board (the "*Chairman*"), the County Administrator, the Chief Financial Officer, the Assistant Finance Director, the Chief Procurement Officer, the Director of the County Development and Community Servicing Department or their designee (the "*Authorized Officers*") is hereby authorized to negotiate and execute on behalf of the County the terms of any Assessments Contracts with Owners pursuant to the procedures set forth in the Report and as required by the Act, and upon execution to record such Assessment Contracts or an extract or memorandum summarizing thereof with the Recorder of Deeds of the County (the "*County Recorder*"). Prior to execution of any Assessment Contract, an Authorized Officer shall make all determinations required by the Act, which determinations may be made in reliance on the Program Administrator (as hereafter defined) or other sources reasonably deemed to be reliable.

When an Assessment Contract is executed and delivered by the County as herein provided, such Assessment Contract will be binding on the County; from and after the execution and delivery of such Assessment Contract, the officers, employees, and agents of the County are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Assessment Contract as executed. Each Assessment Contract or an extract or memorandum summarizing the relevant terms thereof shall be filed by or at the direction of the County with the County Recorder.

Section 3. Designation of Program Administrator. The County intends to facilitate access to capital to provide funds for Energy Projects to be repaid pursuant to the terms of the Assessment Contracts. In order to facilitate and finance the Program, the Board approved, per Resolution No. 18-283, the execution of a Program Development and Administrative Services Agreement (the "Administrative Services Agreement") with The Illinois Energy Conservation Authority NFP ("IECA"), an entity that itself, its affiliates, consultants, or advisors shall have done business as a program administrator or capital provider for a minimum of 18 months as required by the Act (the "Program Administrator"). The Administrative Services Agreement is hereby ratified and approved by the Board, and the Authorized Officers are hereby authorized and directed to execute and attest said agreement and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the executed form before the Board. As the Program Administrator, IECA will administer the Program on behalf of the County and shall be responsible for arranging capital in furtherance of the Program.

Section 4. Energy Projects. The Board approves the following Energy Projects which may be financed pursuant to the Program: the installation or modification of an Alternative Energy Improvement, Energy Efficiency Improvement or Water Use Improvement (each as defined in the Act), or the acquisition, installation or improvement of a renewable energy system that is affixed to a stabilized existing property (including new construction).

Section 5. Designation of PACE Area. The Board designates the jurisdictional boundaries of the County, in their entirety, as a PACE Area.

Section 6. Report. Pursuant to Section 15 of the Act, and in order to establish the Program, a report on the Program (the "*Report*") shall be finalized by the Program Administrator and approved by the County, which Report shall identify and include at a minimum all of the following:

A. Form of assessment contract between the County and record property owner governing the terms and conditions of financing and assessment under the Program; and

B. Identification of the County officials authorized to enter into an assessment contract on behalf of the County; and

C. Maximum aggregate annual dollar amount for all financing to be provided by the Program Administrator under the Program; and

D. Eligibility requirements and the application process for financing Energy Projects under the Program; and

E. Method to determine financing terms, including interest rates, repayment periods, and maximum amounts of assessments; and

F. Explanation of how assessments will be made and collected; and

G. Capital plan to finance Energy Projects under the Program pursuant to the sale of bonds as authorized under the Act; and

H. Information regarding the following to the extent known, or procedures to determine the following in the future: (i) revenue sources (including reserve funds, if any) to be used as security for the above-mentioned bonds, and (ii) fees to be charged to record owners participating in the Program that will be used to finance costs incurred by the County as a result of the Program; and

I. Require the term of an assessment not exceed the useful life of the Energy Project financed by the assessment; provided, however, that the County may allow projects that consists of multiple improvements with varying lengths of useful life to have a term that is no greater than the improvement with the longest useful life; and

J. Determine an appropriate ratio of the amount of the assessment to the assessed value of the property or the market value of the property as set forth in an appraisal no older than 12 months; and

K. Before participation in the Program, require the record owner of a property subject to a mortgage to obtain written consent from the mortgage holder; and

L. Marketing and participant education provisions; and

M. Debt service reserve fund provisions, if any; and

N. Plans to address quality assurance and antifraud measures.

The Report and all the terms thereof and attachments thereto, in substantially the form attached hereto as *Exhibit B*, are hereby approved, and the Chairman and the County Clerk are hereby authorized and directed to execute and attest a final version of the Report and any supplement or amendment thereto in the name of the County, with such changes therein as such officials shall approve, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board.

Section 7. Public Hearing. Pursuant to the Act, a public hearing is not required by the County in order to establish, amend or facilitate the Program, to establish a PACE Area or to enter into any agreements in connection therewith.

Section 8. Property Assessments. For the purpose of providing funds required to pay annual amounts due from Owners under the Assessment Contracts, and which amounts may be assigned by the County in furtherance of the Program, there is hereby assessed upon property within the County and subject to an Assessment Contract, in the years for which amounts due under such Assessment Contract are outstanding, a direct annual assessment for that purpose; such assessment shall be in addition to all other assessments and taxes of the County.

Any such assessments are to be collected at the same time and in the same manner as taxes collected under the Illinois Property Tax Code. Alternatively, upon the approval of an Authorized Officer, assessments may be billed and collected by a third party assessment servicer, and this Ordinance shall conclusively be deemed to be a special assessment ordinance of general applicability for purposes of the Act.

The County expressly intends to assign and/or pledge payments to be received from each such Assessment Contract in furtherance of the Program. The County covenants and agrees with the beneficial holders of assessments that so long as such assessments remain outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to assess and collect the assessments provided for in this Ordinance. The County and its officers will comply with all present and future applicable laws in order to assure that the assessments may be permitted to be assessed, extended, and collected pursuant to applicable law.

Section 9. Limited Obligation of the County. Any obligation of the County to provide funds pursuant to an assignment of amounts to be received under an Assessment Contract shall be a special, limited obligation of the County, payable solely from the funds provided in such Assessment Contract and is not a general obligation of the County, and the full faith and credit of the County is not pledged to the payment of any obligation secured by such assigned amounts. The Assessment Contracts and any obligations secured thereby shall be payable solely and only from payments of assessments on benefitted property within the PACE Area, and if applicable from revenue sources or reserves established in support of such obligations.

Section 10. No Conflicts; Further Acts of the County. It is hereby found that no person holding any office of the County either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the transactions contemplated hereby.

When financing documents are executed and delivered by or on behalf of the County in support of the Program, such financing documents will be binding on the County; from and after the execution and delivery of such financing documents, the officers, employees, and agents of the County are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such financing documents as executed.

Section 11. Additional Ordinances. The Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or

proceedings, shall constitute complete authority for the County to implement the Program, all in accordance with applicable law.

Section 12. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 13. Repealer and Effective Date. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Passed by the Kane County Board on December 11, 2018.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

18-12 Adopting KEEP as a PACE Program

ESTABLISHING THE KANE ENERGY EFFICIENCY PROGRAM (KEEP) AS A PROPERTY ASSESSED CLEAN ENERGY PROGRAM IN THE COUNTY OF KANE ILLINOIS, DESIGNATING A PACE AREA, PROVIDING FOR PROPERTY ASSESSMENTS, AND APPROVING RELATED MATTERS

EXHIBIT A

Kane County Program Report



The County of Kane Program Report

November 14, 2018

KANE COUNTY ILLINOIS





The County of Kane Program Report

Table of Contents

- (1) A form of Assessment Contract between the local unit of government and Record Owner governing the terms and conditions of financing and assessment under the PACE Program...**Page 4**
- (2) Identification of an official authorized to enter into an Assessment Contract on behalf of the local unit of Government...**Page 4**
- (3) A maximum aggregate annual dollar amount for all financing to be provided by the Program Administrator under the PACE Program...**Page 5**
- (4) An application process and eligibility requirements for financing Energy Projects under the PACE Program...**Page 5**
- (5) A method for determining interest rates on assessment installments, repayment periods, and the maximum amount of an assessment...**Page 10**
- (6) An explanation of how assessments will be made and collected...**Page 11**
- (7) A plan to raise capital to finance improvements under the PACE Program pursuant to the sale of bonds, subject to the Special Assessment Supplemental Bond and Procedures Act, SB 2773, or alternatively, through the sale of bonds by the Illinois Finance Authority...**Page 11**
- (8) Information regarding all of the following, to the extent known, or procedures to determine the following in the future...**Page 11**
- (9) A requirement that the term of an assessment not exceed the useful life of the Energy Project paid for by the assessment; provided that the local unit of government may allow Energy Projects that consist of multiple improvements with varying lengths of useful life to have a term that is no greater than the improvement with the longest useful life...**Page 13**
- (10) A requirement for an appropriate ratio of the amount of the assessment to the assessed value of the Property or market value of the Property as determined by a recent appraisal no older than 12 months...**Page 13**



(11) A requirement that the Record Owner of property subject to a mortgage obtain written consent from the mortgage holder before participating in the PACE Program...**Page 13**

(12) Provisions for marketing and participant education...**Page 14**

(13) Provisions for debt service reserve fund...**Page 15**

(14) Quality assurance and antifraud...**Page 15**



Program REPORT for Kane County

The County of Kane is establishing a property assessed clean energy (“PACE”) finance program in which commercial property owners (“Record Owners”) can improve their properties by installing Energy Conservation Measures. The Record Owners can receive funding for the Energy Conservation Measures from qualified finance companies (“Capital Providers”). Per Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (the “PACE Act”), in order to establish a PACE program, the governing body of a local unit of government must adopt a resolution or ordinance that meets the requirements of Section 15 of the PACE Act, and the ordinance must contain a reference to a Report in Section 20 that details the items required to create and structure a PACE program. Below are the criteria the Report will need to address to form a PACE program.

(1) A form of assessment contract between the local unit of government and Record Owner governing the terms and conditions of financing and assessment under the program; See Exhibit A

(2) Identification of an official authorized to enter into an assessment contract on behalf of the local unit of government;

The Kane County Development and Community Services Department will oversee the Kane County PACE program, named the Kane Energy Efficiency Program (KEEP), and will delegate the daily program administration and the initial program set-up for the KEEP PACE program (the “PACE Program”). Through a procurement process, Kane County (the “County”) has selected The Illinois Energy Conservation Authority NFP (“IECA”) to be the program administrator (“Program Administrator”) for the PACE Program. The Kane County Development and Community Services Department will form an Oversight Committee of three individuals to be the point of contact with the IECA on matters related to the PACE Program and to give authorizations as necessary for the continued operation of the PACE Program in accordance with program guidelines that the Oversight Committee approves (the “Program Guidelines”). Any one of the committee members can issue required authorizations and all three are required to amend the Program Guidelines. The individuals that will make up the Oversight Committee will be the Director of the Kane County Development and Community Services Department, Kane County Auditor (or designee), and a representative from the Kane County Development and Community Services Department.

Program Administrator shall prepare and maintain Program Guidelines, which are the set of guidelines, procedures and descriptions required to implement the PACE Program and for program participants to follow in order to qualify an Energy Project for PACE Financing. The Oversight Committee shall review and approve the Program Guidelines.

The Oversight Committee will delegate all Program Administrator duties and tasks to the IECA. The Oversight Committee will be 1) updated with reports from the Program Administrator as often as requested; 2) approve changes to the Program Guidelines and 3) be the liaison for the IECA to interact with the County as part as the administration of the PACE Program.



The Oversight Committee will delegate to the IECA the Program Administrator duties which include:

- Develop the Program Guidelines
- Approve, document, and execute PACE transactions
- Close PACE transactions
- Operate Website for access to the PACE Program
- Be available to help with issues among Capital Providers, Record Owners, and contractors
- Screen and approve Capital Providers and contractors
- Reconcile accounts associated with the accounting of the PACE Program and payments

(3) A maximum aggregate annual dollar amount for all financing to be provided by the Program Administrator under the PACE Program;

In order to ensure that all qualified Record Owners and Energy Projects are able to participate in the PACE Program, IECA will set the maximum aggregate annual dollar amount for PACE financing at an initial level of \$2,000,000,000. While it is unlikely that this limit will be achieved for several years, IECA does not want to have an arbitrarily low cap that would limit Record Owner participation. As the PACE Program is up and running, this dollar amount can be revisited.

(4) An application process and eligibility requirements for financing Energy Projects under the PACE Program;

Eligibility Requirements

Eligible Properties

PACE Financing is currently available to commercial properties (office, retail, multifamily, warehouse, hospitality, agricultural and industrial) located within a PACE Area. This includes for-profit businesses and non-governmental, tax-exempt properties such as privately-operated community centers and hospitals. The property may also be a multifamily building with five or more dwelling units.

Buildings with multiple Parcel ID/Parcel Number/tax keys, such as condominiums, require additional documentation and underwriting protocol. The PACE Financing must be tied to a Parcel ID/tax key with sufficient property value to underwrite and justify the Energy Project.

Eligible Energy Projects

The IECA supports the redevelopment of Eligible Properties with Energy Efficiency Improvement Projects, Alternative Energy Improvement Projects, Water Use Improvement Projects, and Renewable Energy System Projects (collectively referred to as “Energy Conservation Measures”), as such terms are



defined in the PACE Act, Illinois Finance Authority Act, Section 825-65 and Illinois Power Agency Act, Section 1-10. An “Energy Project” is the installation or modification of an Energy Conservation Measure(s) that is affixed to an Eligible Property. An eligible Energy Project must meet the following criteria:

- The Energy Projects will require an assessment of the existing water or energy usage and if applicable, a modeling of the expected monetary savings expected to occur following installation of the approved Energy Project
- All equipment, supplies, and materials included in the Energy Project must be permanently affixed to the real property, and the Borrower must leave the improvements affixed or attached to the property during the term of the Assessment Contract
- New construction Energy Projects are also eligible, subject to certain project verification requirements
- Examples of eligible Energy Conservation Measures include but are not limited to the list below:
 - insulation in walls, roofs, floors, foundations
 - heating and cooling distribution systems
 - storm windows and doors, multi-glazed windows and doors, heat-absorbing or heat-reflective glazed and coated window and door systems, and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption
 - automated energy control systems
 - high efficiency heating, ventilating, or air-conditioning and distribution system modifications or replacements
 - caulking, weather-stripping, and air sealing
 - replacement or modification of lighting fixtures to reduce the energy use of the lighting system
 - energy controls or recovery systems
 - day lighting systems
 - any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the governing body
 - voltage and optimization measures that optimize the voltage at points on the electric distribution voltage system and thereby reduce electricity consumption by electric customers’ end use devices
 - Equipment that generates energy from cellulosic conversion
 - Equipment that generates energy from alternative feedstocks
 - battery or electrochemical storage technology for mobile or stationary storage of renewable energy
 - Wind turbines
 - solar thermal energy systems
 - photovoltaic cells and panels
 - biodiesel production equipment

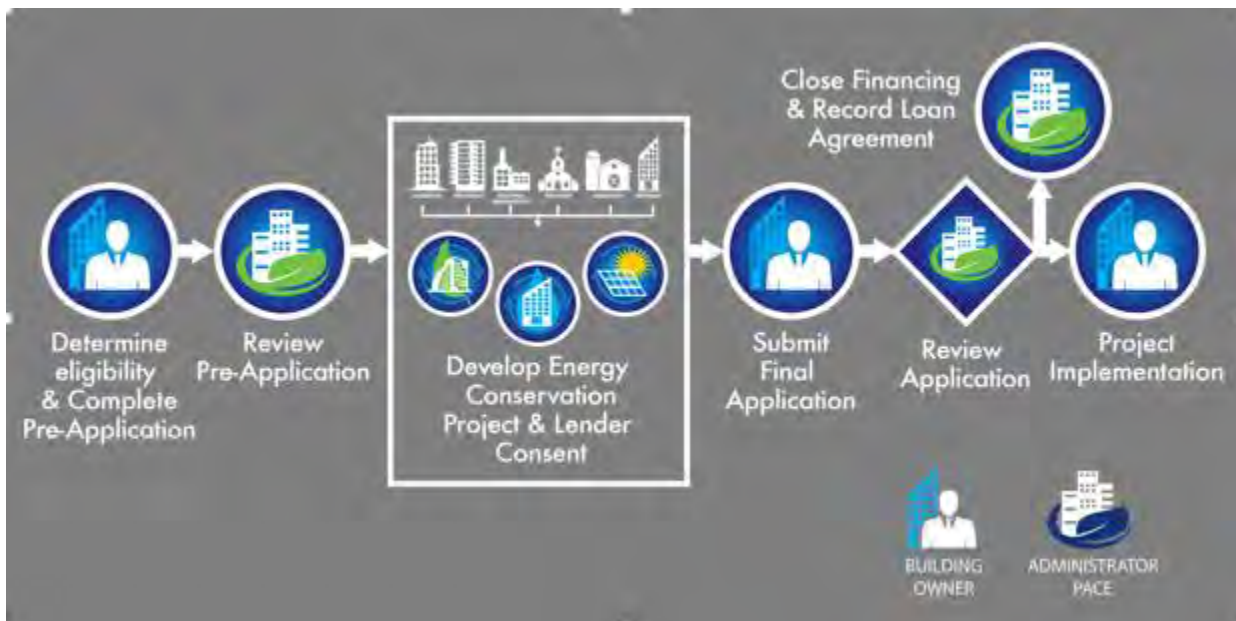
- Equipment that generates electricity from anaerobic digestion of crops and untreated and unadulterated organic waste biomass
- hydropower that does not involve new construction or significant expansion of hydropower dams

Energy Assessment Requirements

All Energy Projects shall be supported by an Energy Assessment, which is an assessment of the characteristics and anticipated performance of the proposed Energy Conservation Measures included in an Energy Project. Energy Assessments shall be conducted by a qualified engineer or contractor according to the PACE Program requirements set forth in the Program Guidelines. For Energy Projects that include an Energy Efficiency Project or a Water Use Improvement Project, Record Owners shall obtain an Energy Assessment that adheres to the standards set forth in the Program Guidelines. For Energy Projects that include Renewable Energy Projects, the Record Owner must obtain a qualified Renewable Energy Feasibility Study.

PACE Financing Application Process

The Program Administrator will oversee the PACE Financing application process to ensure that PACE Financings comply with eligibility requirements as defined in the statute, enabling ordinance, and Program Guidelines.



1. Pre-Application. Applicant will use the IECA online portal to obtain an initial determination of eligibility for the property to be improved and if the Applicant meets the qualifications for the PACE Program. Once Applicant has qualified, it shall be referred to as the “Record Owner”. The Pre-Application will determine whether the Property is located within a PACE Area and is an

Eligible Property. Program Administrator will notify Applicant whether the Property and Applicant satisfy the pre-application eligibility requirements. Program Administrator will also notify Record Owner of all PACE Program eligibility requirements that need to be confirmed during the remainder of the application process.

2. Project Development:
 - a. Energy Assessment - Applicant will select an approved Energy Assessment Provider and obtain a qualified Energy Assessment;
 - b. Project Definition – Applicant will select one or more Contractors and will work with the Energy Assessment Provider and Contractor to select the energy efficiency measures, water use improvement measures, and/or Renewable Energy System that will be included in the Energy Project;
 - c. Capital Provider Selection – Applicant will request financing quotes from one or more Capital Providers and will select a Capital Provider; and
 - d. Applicant and the selected Capital Provider will contact all lenders with existing mortgage liens against the Property to request acknowledgment of the Mortgage Lender Consent requirement for PACE Financing.
3. Final Application – Applicant will complete and submit a final application on the IECA online portal by uploading all documents required to support the Final Application, including:
 - a. Signed installation contracts for all components of the Energy Project;
 - b. Energy Assessment by the approved provider who completed the assessment;
 - c. Most recent energy and water utility bills for the property;
 - d. Most recent mortgage loan statement for all outstanding mortgages against the Property;
 - e. Executed Mortgage Lender Consent forms for all lenders of record;
 - f. Current property tax assessment or a Property Appraisal completed not more than 12 months prior to the closing date;
 - g. Title Report issued not more than 30 days prior to the closing date;
 - h. Substantially final Assessment Contract; and
 - i. Documentation of sources and uses for PACE Financing and the Energy Project.
4. Financing Approval - Program Administrator will review the Final Application and all supporting documents. The Program Administrator will confirm:
 - a. The Final Application is complete and has been properly executed;
 - b. All required supporting documents have been submitted;
 - c. Property is located in a PACE Area and is an Eligible Property;
 - d. Record Owner is an individual or entity that holds title to the Property that qualifies for PACE financing;
 - e. If project is new construction, a minimum equity requirement for the overall project cost from Record Owner may be needed as determined by the County;
 - f. The amount of the PACE Financing is not more than 25 percent of the value of the Property;

- g. The PACE Financing when combined with the outstanding balances of all mortgages of record is not more than 100 percent of the value of the Property;
 - h. Executed Mortgage Lender Consent forms have been received for all mortgages of record;
 - i. Minimum PACE assessment is \$50,000. Lower amount on a case by case basis.
 - j. The repayment term of the PACE Financing is not more than the expected useful life of the Energy Project, and if more than one component, then the expected useful life of the component of the Energy Project with the longest expected useful life;
 - k. All submitted Energy Assessments and Renewable Energy Feasibility Studies were completed by an approved Energy Assessment Provider or Renewable Energy Contractor and meet the minimum standards described above;
 - l. All requested uses of funds for the PACE Financing are approved uses of PACE Financing funds;
 - m. There are no delinquent taxes, special assessments, or water or sewer charges on the Property;
 - n. There are no delinquent assessments on the Property under a PACE Program
 - o. There are no involuntary liens on the Property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the Record Owner, environmental proceedings, or eminent domain proceedings;
 - p. There are no notices of default or other evidence of property-based debt delinquency have been recorded against the Property and not cured;
 - q. Record Owner has represented that it is current on all mortgage debt on the Property; and
 - r. Record Owner has represented it has not filed for bankruptcy in the last 2 years, and the Property is not an asset to a current bankruptcy.
5. If the Final Application and supporting documents are complete and satisfy all PACE Program requirements, Program Administrator will notify Applicant of Financing Approval. If the Final Application and/or supporting documents are incomplete or demonstrate that the Energy Project and/or Applicant do not meet PACE Program requirements, Program Administrator will promptly notify Applicant of the deficiency and provide Applicant with an opportunity to cure any deficiencies.
 6. Close Financing – Upon receipt of notification of Financing Approval from the Program Administrator, Record Owner and Capital Provider close the financing and execute the Assessment Contract with the Assessment Contract or Memorandum of Assessment Contract subsequently recorded with the County. At the time of closing, Capital Provider will fund the full financed amount under the Assessment Contract through purchase of the related bond or as consideration for an assignment of the related Assessment Contract, as applicable. If the Energy Project is not complete at the time of funding, the PACE Financing will fund into an escrow arrangement agreed between Record Owner, Capital Provider and an escrowee.
 7. Energy Project Implementation –Record Owner notifies Contractor that construction on the Energy Project may begin. Record Owner authorizes Capital Provider or Record Owner and



Capital Provider authorize escrowee to release financing draw funds to Contractor per the terms of the draw schedule agreed to by Record Owner and the Capital Provider. Requests for draws from any construction escrow must be accompanied by among other things completion certificates signed by Contractor and Record Owner. Funds in the construction escrow may only be used to pay eligible expenses in connection with the Energy Project.

8. Completion - Capital Provider is prohibited from releasing the final payment of the PACE Financing funds until the Record Owner signs a final Completion Certificate and submits it to the Program Administrator on behalf of the Local Unit of Government. The Completion Certificate will acknowledge that all contracted work has been completed satisfactorily. The Completion Certificate will further acknowledge that the Local Unit of Government has complied with all requirements of Section 25 of Public Act 100-0980.

(5) A method for determining interest rates on assessment installments, repayment periods, and the maximum amount of an assessment;

The IECA will operate an “Open Market” PACE Program whereby Record Owners have the flexibility to select their preferred Capital Provider for an Energy Project on their Eligible Property. The open market model gives Record Owners access to a range of private Capital Providers who offer competitive rates and financing terms and conditions. Public funds are not anticipated to be made available for funding Energy Projects, though units of government are not prohibited from participating as Capital Providers. No exclusivity will be provided to Capital Providers, and the Applicants will retain the right to choose the type and provider of financing that works best for their business needs.

Any financing source interested in offering PACE Financing must become a qualified Capital Provider to participate in the PACE Program. The process for becoming a qualified Capital Provider is as follows:

1. The interested Capital Provider or financing source must respond to an RFQ for consideration by the Program Administrator. The RFQ is available [at www.iecapace.org](http://www.iecapace.org).
2. Upon approval by the Program Administrator and execution of a Qualified Capital Provider Agreement, the Capital Provider will be considered a “Qualified Capital Provider.” Qualified Capital Providers will be listed on the PACE Program’s website. Qualified Capital Providers will receive information from the Program Administrator regarding financing opportunities as well as pertinent developments related to the PACE Program.
3. Applicants may also pre-select their preferred lenders prior to the lender submitting a response to the RFQ. Prior to the closing of the applicable PACE Financing, however, the lender must become a Qualified Capital Provider as outlined above.

The information provided by Capital Providers will be used to link Capital Providers, project developers, energy service companies, installers and contractors, energy auditors, engineering firms, utility companies, Record Owners, and others to develop and fund qualified Energy Projects.



The PACE Program reserves the right to rescind the “Qualified Capital Provider” status of any lender or Capital Provider according to the terms of the Qualified Capital Provider Agreement.

(6) An explanation of how assessments will be made and collected;

The attached Assessment Agreement will be the contract between the Record Owner and the County in order to place the PACE assessment on the property. When the PACE transaction closes, the Assessment Contract will be recorded at the County Recorder’s office. The date the PACE assessment will be added to the tax roll will depend on when in the calendar year the PACE transaction closes and the tax season schedules for the County Treasurer’s office. PACE payments will be added the real estate tax bill for the Property as a special assessment with its own separate line item. Payments will be due when general real estate taxes are due which are approximately June 1st and September 1st of the calendar year. The bi-annual PACE assessment payments will be equal payments and will be collected by the County Treasurer’s office subject to the same processes and remedies as general real estate taxes. The Program Administrator, in conjunction with the County Treasurer’s office, will reconcile the PACE assessment payment and send the payment to the Capital Provider through a Trustee/Paying Agent approximately 30 days from when the County Treasurer’s office receives the payment. Any late fees and default interest will be shared pro-rata with the Capital Provider and the County.

(7) A plan to raise capital to finance improvements under the PACE Program pursuant to the sale of bonds, subject to the Special Assessment Supplemental Bond and Procedures Act, SB 2773, or alternatively, through the sale of bonds by the Illinois Finance Authority;

Public funds will not be used for the PACE Program. The PACE Program will operate as an open market PACE Program so it will be necessary for the PACE Program to have qualified and experienced Capital Providers and a documentation mechanism to fund the PACE Program. The County has options as to the debt instrument and documentation mechanism as it relates to bonds and or assignments. The Illinois Finance Authority has stated a willingness to not only be a PACE bond conduit, but to create the documents necessary to supply capital on a limited basis to approved Capital Providers.

(8) Information regarding all of the following, to the extent known, or procedures to determine the following in the future;

(A) Any revenue source or reserve fund or funds to be used as security for bonds described in paragraph (7); Not Applicable

and



(B) Any application, administration, or other PACE Program fees to be charged to Record Owners participating in the PACE Program that will be used to finance costs incurred by the local unit of government as a result of the PACE Program;

The Record Owner will be charged an application fee, cost of issuance fees & closing costs associated with the closing of a PACE transaction, interest on the funds financed by the Capital Provider, and servicing fees for the on-going monitoring and collection of the PACE Assessment. Details of these costs will be in the Program Guidelines.

Application Fee

- For the initial application review to check eligibility a nominal application fee will be charged to the Record Owner

At Closing/Cost of Issuance

- County Fee – Based on a percentage of the overall PACE Financing Amount or a set amount for participation in the PACE Program
- Program Administration Fee – Based on a percentage of the overall PACE Financing Amount or a set amount for work associated with the administration of the PACE Program
- Closing Costs - Can include title reports, recording charges, third party reports such as the energy assessments, and Trustee Fees
- Closing Cost Bond Counsel – Based on a percentage of the overall PACE Financing Amount or a set amount for the closing and issuance of the bond

Elective/Discretionary

- Capital Provider Fee - If applicable, an origination fee charged Record Owner from Capital Provider
- Closing Cost Bond Issuer – If applicable, a fee charged by a bond issuer such as the Illinois Finance Authority for the closing and issuance of the bond
- Debt Service Reserve – If applicable, a reserve required by Capital Provider

Servicing (on-going)

- County Treasurer – Based on a percentage of the overall PACE debt service payment or a set amount for the collection and processing of the PACE Assessment from the real estate tax bill
- Program Administration Maintenance Fee - Based on a percentage of the overall PACE debt service payment or a set amount for the collection and processing of the PACE Assessment from the real estate tax bill and for the reporting and payment reconciliation to the Trustee

Capital Provider may be charged a fee to participate in the PACE Program.

(9) A requirement that the term of an assessment not exceed the useful life of the Energy Project paid for by the assessment; provided that the local unit of government may allow Energy Projects that consist of multiple improvements with varying lengths of useful life to have a term that is no greater than the improvement with the longest useful life;

The repayment term of a PACE Financing shall not exceed the expected life of the proposed Energy Project as described in the Energy Assessment. For Energy Projects that include multiple Energy Conservation Measures (“ECM”), the term of a PACE Financing may not be greater than the Energy Conservation Measure with the longest expected useful life. The ECM with the longest expected useful life must be a substantial portion of the Energy Project, subject to the Program Administrator’s review and approval.

(10) A requirement for an appropriate ratio of the amount of the assessment to the assessed value of the property or market value of the property as determined by a recent appraisal no older than 12 months;

- Per Illinois law, the principal amount of the PACE Financing may not exceed 25 percent of the value of the Property
- Recommend that the PACE Financing plus the outstanding principal on all mortgage liens secured by the property shall not exceed 100% percent of the Property value, unless otherwise approved by the Program Administrator. For example, a commercial building with an assessed or appraised value of \$1,000,000 that requests a \$250,000 PACE Financing must have total outstanding mortgage loan balance(s) as of closing of the PACE Financing that are not greater than \$750,000. *Capital Providers may have additional limits based on their underwriting criteria*
- Per Illinois law, property value will be determined by either the assessed value from the appropriate assessor’s office or alternatively Record Owners may supply an appraisal or Automated Valuation Model (desktop appraisal) completed within 12 months of the PACE Financing closing date and prepared by an independent licensed real estate appraisal firm. Record Owners of property-tax exempt properties must provide an appraisal, as described above

(11) A requirement that the Record Owner of property subject to a mortgage obtain written consent from the mortgage holder before participating in the PACE Program;

Applicants must provide notice to all existing mortgage lenders of record of Applicant’s intent to enter into a PACE Assessment Contract with the Local Unit of Government, which will encumber the Property. Applicant’s notice must state the maximum principal amount to be secured by the



Assessment Contract, as well as the maximum annual amount to be repaid via the Assessment Contract (assuming there is no default).

Applicant must provide the written consent of the existing mortgage lender(s) of record on the Property prior to Final Application approval by the Program Administrator. The Mortgage Lender Consent must acknowledge the following:

1. The PACE assessment will be part of the general real estate tax bill and therefore the annual payment will have priority to the Mortgage Lender's existing lien.
2. The Local Unit of Government, or its assignee, can foreclose its lien on the Property pursuant to tax law if the assessment is not paid.
3. The maximum principal amount to be secured by the Assessment Contract.
4. The maximum annual amount to be repaid via the Assessment Contract (assuming there is no default).
5. The levy of the PACE Assessment will not trigger an event of default or the exercise of any remedies under the mortgage loan document or other security agreement held by the lienholder.

The purpose of the Mortgage Lender Consent is to:

- Provide notice to the mortgage holder that the Applicant is proposing the Property participate in the PACE Program, and obtain the mortgage holder's consent to such participation
- Receive confirmation from the Mortgage Lender that the levy of the PACE Financing, pursuant to the Assessment Contract, will not trigger an event of default allowing the Mortgage Lender to exercise any remedies under the mortgage loan documents or other security documents held by the lienholder
- Advise the mortgage holder or lienholder that the PACE Financing will be repaid in Installments collected pursuant to the terms of the Assessment Contract subject to the same penalties, remedies and lien priorities as a special assessment

(12) Provisions for marketing and participant education;

IECA will conduct outreach to organizations that have existing relationships with owners such as IREM, BOMA, ICSC, as well as general business advocacy groups such as the local Chambers of Commerce. Contractors, project developers, and energy assessment firms are also effective channel partners to engage and educate about the PACE Program.

IECA will also develop a website on behalf of the County that will have essential information regarding the PACE Program, benefits, and downloadable marketing materials as well as social media feeds and pages. Separately, there will be a web portal powered by WECC that will process project applications.



The IECA team has a variety of marketing materials that are ready to be adapted to the County tailored to both general audiences and specific stakeholders. The IECA team will provide training and education in person seminars, workshops, webinars and web-based classes as appropriate.

(13) Provisions for an adequate debt service reserve fund, if any; and

Applicable only if required by Capital Provider

(14) Quality assurance and antifraud measures.

The Program Administrator will conduct quality assurance for PACE Financings and will enforce antifraud measures in order to ensure that PACE Financings adhere to the requirements stated in the Program Guidelines, as well as requirements enacted by applicable legislation and ordinances. Quality assurance protocols and antifraud measures serve to create safeguards that promote the quality and performance of Energy Projects and the corresponding PACE Financings completed through the PACE Program.

Protocols will assure that buildings improved through the PACE Program meet the property eligibility requirements established in statute and in the Program Guidelines. Measures will also verify that Applicants are eligible Record Owners that are in good standing according to state statute and the Program Guidelines.

Recognizing the public benefit of the Energy Projects, as well as the expected monetary benefits of the Energy Projects that accrue to Record Owners, Program Administrator will apply quality assurance and antifraud measures that promote high quality design and installation of Energy Projects. Quality assurance of Energy Projects will address the energy assessment, the installation contractor and the disbursement of final payments to installation contractors and will be designed to reduce the risk of low quality installations.

The Program Administrator will qualify Registered Contractors who apply to complete Energy Projects in the PACE Program to ensure they are licensed and meet PACE Program requirements. Additionally, the Program Administrator will qualify and provide oversight of Capital Providers who intend to finance Energy Projects.

The Program Guidelines will define the processes that the Program Administrator will implement to ensure that PACE Financings comply with applicable statutory and PACE Program requirements regarding the terms of PACE Financings, the relationships between the amount of the Financing and the value of the Eligible Property, the appropriate consent of mortgage lienholders subject to a PACE Financing, and other required PACE Program requirements.

The Program Administrator will implement quality assurance and antifraud measures as described in this section; however it is understood that the County intends to implement an open-market PACE



Program and that the Record Owner and all providers of goods and services for an Energy Project retain responsibility for operating ethically and assuring the satisfactory implementation of the Energy Project.

The Oversight Committee and Program Administrator may revise and update the quality assurance and antifraud protocols and procedures from time to time.

ASSESSMENT CONTRACT

[NAME AND LOGO OF MUNICIPALITY OR COUNTY]	Property Owner Name: _____ _____ Property: _____ _____ Financed Amount: \$_____ (the "Financed Amount") Assessment Payments: [] Assessment Payments of \$[____], each [June 1] and [September 1] commencing [____] [1], 20[] Interest Rate: []% Registered Contractor: _____ Completion Deadline: _____ Construction Escrow: <input checked="" type="checkbox"/>
---	--

This **ASSESSMENT CONTRACT** (this "**Agreement**"), dated as of _____, 20__ (the "**Effective Date**"), is by and between [INSERT NAME] (the "**Sponsor**") a [INSERT APPROPRIATE UNIT OF LOCAL GOVERNMENT ENTITY TYPE], and [INSERT NAME] (the "**Property Owner**") the owner(s) of record, of the fee interest in the real property described on Exhibit [A] (the "**Property**"). The Property Owner completed an application (the "**PACE Application**") to participate in a property assessed clean energy ("**PACE**") financing program (the "**Program**") offered by the Sponsor pursuant to the Property Assessed Clean Energy Act. 50 ILCS 50/1 et. seq. (the "**PACE Act**") and administered by [ICEA] (the "**Administrator**"), in order to finance or refinance certain qualified "energy projects" (as defined in the PACE Act) that benefit the Property, as described on Exhibit A (the "**Improvements**"). The Property Owner will repay this financing through a tax assessment (the "**Special Assessment**") levied on the Property. This Agreement establishes the terms of participation in the Program and payment of the Special Assessment.

SPECIAL ASSESSMENT. The Property Owner freely and willingly agrees that upon execution of this Agreement, the Property shall be subject to the Special Assessment levied by the Sponsor in an amount equal to the Financed Amount described above. The Property Owner will use the financing obtained under this Agreement solely for the purpose of financing the actual costs of materials, labor and fees necessary for installation of the Improvements. If the actual costs of the Improvements exceed the Financed Amount, the Property Owner is solely responsible for such excess. The Special Assessment and all associated interest and penalties will create a lien (the "**Lien**") against the Property until they are paid. The Lien will be coequal to and independent of the lien for general taxes on the Property. If the Property Owner sells the Property, the obligation to pay the Special Assessment and the Lien will remain with the Property and will be effective against any future owner of the Property until the Special Assessment has been paid in full.

PAYMENTS. Installments that the Property Owner is anticipated to pay under the Special Assessment are described above ("**Assessment Payments**") and on Schedule I. The exact payment amounts and due dates will be disclosed in annual invoices from the local tax collector along with the Property Owner's regular property taxes and must be paid with the Property Owner's regular property taxes. Assessment Payments are not subject to discount or any other credit for early payment.

INTEREST. Interest will accrue on the principal balance of the Special Assessment at rate equal to []% per year on the basis of a 360-day year consisting of 12 months of 30 days each. Interest will begin to accrue on the full amount of the Special Assessment beginning on the Effective Date. Each Assessment Payment will include the full amount of interest scheduled to become due within the corresponding 6-month period of the calendar year in which that Assessment Payment is scheduled (each, an "**Interest Period**"). Early payment will not reduce the amount of interest accrued in any Interest Period. The principal balance of the Special Assessment will

include capitalized interest sufficient to pay any interest due in the period from the Effective Date to the first day of the Interest Period covered by the first scheduled Assessment Payment.

ADMINISTRATIVE FEES. Each Assessment Payment will include administrative fees to pay certain costs to administer the Program (“**Administrative Fees**”). Administrative Fees will be equal to [REDACTED]% of each scheduled Assessment Payment.

PROGRAM REQUIREMENTS. Based solely on the recommendation of the Administrator and the representations of the Property Owner in this Agreement and in the related application, the Sponsor has determined the Property Owner has met all necessary Program requirements to enter into this Agreement.

FUNDING. If construction of the Improvements is not complete as of the Effective Date, funds from the Special Assessment must be disbursed to a construction escrow account governed by an escrow arrangement (the “**Construction Escrow**”) that is consistent with the requirements of the program manual for the Program as of the Effective Date (the “**Program Manual**”) and designated by the Property Owner on the Effective Date. Otherwise, funds from the Special Assessment will be disbursed to or at the direction of the Property Owner once all requirements have been completed in accordance with the Program Manual. The Property Owner shall provide to the Administrator copies of any documents submitted or require to be submitted in connection with requests for funding from the Construction Escrow. In accordance with the Program Manual, requests for funding under the Construction Escrow or any other disbursements will be accompanied by an interim or final completion certificate, as applicable, signed by the relevant contractors and the Property Owner certifying the work on the Improvements has been completed in a satisfactory manner and in accordance with all relevant construction agreements. The Property Owner shall ensure that, if (a) funds remain in the Construction Escrow [24] months after the Effective Date and the Improvements are not complete (as evidenced by delivery of a final completion certificate) or (b) after the delivery of the final completion certificate funds from the Special Assessment remain unspent, the agreements governing the Construction Escrow provide that the Program Administrator may direct by written notice to the applicable escrow agent that funds in the Construction Escrow will be disbursed at the direction of the Administrator as a partial prepayment of the Special Assessment. Promptly after such disbursement, the Administrator will provide the Property Owner an updated **Schedule I** that describes the relevant adjustments to future payments.

PREPAYMENT. The Special Assessment may be prepaid in whole upon no less than 45 days written request to the Administrator [at any time][between September 10 of calendar year and February 15 of the next calendar year]¹. No partial prepayments will be permitted. Prepayments will be applied at the end of the month in which funds are received. Upon receipt of the request for prepayment, the Administrator will provide a payoff statement and payment instructions. The amount of any prepayment will include a rebate of unearned interest, if applicable, and a prepayment premium equal to [REDACTED]% of the prepayment amount. [Due to circumstances outside of the Program’s control, certain prepayments (including those applied after [February 15] of any calendar year) may result in the Property Owner receiving a tax bill that does not reflect that prepayment. In these circumstances, the Property Owner must pay the full tax bill, and the Administrator will refund overpayments to the Property Owner when received from the tax collector.]²

LATE PAYMENT. Under Illinois law, if the Property Owner fails to pay any annual installment of the Special Assessment on a timely basis, delinquent Special Assessments will be subject to the same penalties as other delinquent property taxes, which initially incur a penalty of 1.5% per month and continue to incur increasingly steep penalties mandated by statute if such taxes remain unpaid, including loss of title to the Property. The Property Owner will be responsible for any fees, default interest or other charges related to a delinquent payment.

FORECLOSURE. The Property Owner acknowledges and agrees that upon failure to pay any Assessment Payment, the Sponsor has the right to enforce collection of delinquent installments, associated penalties and all costs of suit (including attorneys’ fees) by all lawful means, including through a tax certificate sale or an issuance of a tax deed or other process that could result in Property Owner losing title to the Property. The Property Owner

¹ To be confirmed.

² To be included if Prepayments are at any time. .

acknowledges that the Sponsor has the right to obligate itself, on behalf of the Financing Parties (as defined below), to exercise such rights and remedies with respect to enforcement of delinquent Special Assessments to the extent permitted by applicable law.

NO ACCELERATION; NO REDUCTION OR OFFSET; SURVIVAL. Except as provided below with respect to Eminent Domain, amounts due under the Special Assessment will not accelerate upon a default or late payment or enforcement of remedies under this Special Assessment and the Special Assessment, the Lien and the obligation to pay Assessment Payments when they become due shall survive any such event and continue until paid in full. The Property Owner acknowledges and agrees that the Special Assessment will not be subject to reduction, offset or credit of any kind for any reason, including in the event the Improvements fail to perform.

NONRECOURSE. Without limiting any rights pursuant to an agreement among the providers of capital for funding the Special Assessment (the “**Capital Providers**”) and the Property Owner that is (A) entered into in connection with the Special Assessment and (B) in accordance with the requirements for such agreements in the Program Manual (a “**Financing Agreement**”), the Property Owner will not be personally liable under this Agreement for any Special Assessment due after the closing of a tax sale with respect to the Property or the completion of the exercise of other applicable remedies by the Sponsor.

NO WARRANTIES; LIMITATION OF LIABILITY. Neither the Sponsor nor the Administrator makes any warranty or representation, either express or implied, regarding the Improvements, including any warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are expressly disclaimed.

PROPERTY OWNER REPRESENTATIONS AND WARRANTIES. The Property Owner represents and warrants: (A) the Property Owner is duly organized, validly existing and in good standing in the state of its organization and has authority to do business under the laws of the State of Illinois; (B) the Property Owner has all necessary power and authority to own the Property and to enter into and perform the transactions contemplated by this Agreement; (C) there are no actions, suits or proceedings pending, or to the knowledge of the Property Owner threatened, against or affecting it or the Property which could materially adversely affect the Property Owner, the Property or the construction of the Improvements; (D) the Property Owner has good and insurable title to the Property; (E) the Property Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Improvements; (F) all permits, consents, approvals and authorizations required to be issued by any governmental body necessary for the construction of the Improvements in accordance with the plans and specifications submitted by the Property Owner to the Administrator (the “**Plans**”) either (i) have been obtained, are valid, and are in full force and effect; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction; (G) the Property Owner has (i) disclosed to the Administrator the identities of all persons, if any, that hold mortgage liens or other Special Assessment liens against the Property; (ii) at least thirty (30) days prior to the Effective Date, obtained the written consent of the holders of such mortgage liens against the Property acknowledging that upon execution of this Agreement, the Special Assessment (including interest thereon) shall constitute a legal, valid and binding assessment and a resulting lien upon the Property, equal in priority with the lien of all state, county, district and municipal taxes and superior in priority to all other liens, titles and claims, until paid; and (iii) to the Property Owner’s knowledge, no such consent has been withdrawn or revoked; (H) the information in the PACE Application, including, without limitation, the description of the Improvements provided to the Administrator in connection with in the PACE Application, is true and correct as of the Effective Date, and that the representations in the PACE Application with respect to the Property and the Property Owner are true and correct as of the Effective Date; (I) the Property Owner has thoroughly reviewed any projections of future energy savings, has been provided sufficient time to clarify any questions regarding such projections and understands that the actual energy savings may vary for a variety of reasons; (J) the Property Owner understands that neither the Sponsor nor the Administrator makes any assurances as to the quality, safety, efficiency of the Improvements or compliance of the installation of the Improvements with any applicable laws, regulations, codes, standards or requirements; (K) the Property Owner understands that the Sponsor voluntarily participates in the Program but does not directly operate or administer the Program; (L) the Property Owner does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, and the Property has not been previously used for such matters; (M) the Property Owner acknowledges and agrees that the term of the Special Assessment does not exceed the expected useful life of the Improvements; and (N) Property Owner

has reviewed the Program Manual. These representations and warranties will survive the execution and delivery of this Agreement.

PROPERTY OWNER COVENANTS. The Property Owner covenants and agrees to: (A) at all times, maintain the Property and, after construction, the Improvements; (B) pay all taxes, assessments (including the Special Assessment), and all other charges levied on or against the Property when due; (C) cause its contractor(s) to install the Improvements in accordance with the Plans and in a good and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules and regulations; (D) keep in effect all permits, licenses, and approvals required to own and operate the Improvements; and (E) provide written notice to any subsequent purchaser of the Property that the Property is subject to the Special Assessment lien and to provide any subsequent purchaser a copy of this Agreement.

INSPECTION RIGHTS. The Property Owner grants the Sponsor, the Administrator, their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further grants the Sponsor, the Administrator, their respective agents and representatives the right to examine and copy any documentation relating to the Improvements.

TERM. Except as otherwise set forth in this Agreement, this Agreement shall expire upon payment in full of the Special Assessment and any other amounts owed by the Property Owner pursuant to this Agreement.

DIVISION OF PROPERTY. If the property is subdivided before the Special Assessment is paid in full, the Special Assessment will be allocated among the subdivided parcels in the same proportion used for allocating other property taxes on such parcels. If the Improvements no longer exist, the Special Assessment will be assigned to each parcel on a per-acre basis, unless the Administrator, in its sole discretion, decides to allocate the Special Assessment in an alternate manner.

EMINENT DOMAIN. If the Property or any part thereof is taken by eminent domain or other taking in a manner that would extinguish all or a portion of the Property Owner's (or that of its successor by eminent domain) obligation to make Assessment Payments following such exercise of eminent domain, then Property Owner may be required to pay all or a portion of the outstanding amounts pursuant to the Financing Agreement.

RECORDATION OF DOCUMENTS. The Sponsor shall record or cause a memorandum of this Agreement to be recorded in the office of the applicable County Recorder on or after the Effective Date.

WAIVERS, ACKNOWLEDGMENT AND AGREEMENT. To the extent permitted by applicable law, the Property Owner expressly waives any right for a public hearing regarding the Special Assessment. The Property Owner also waives any right to repeal or challenge the Special Assessment either by lawsuit or by any other proceeding. The Property Owner acknowledges and agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner waives any right to recover from and fully releases the Sponsor, the Program Administrator and their successors, assigns and funding sources, and any of their respective officials, employers and agents (the "**Financing Parties**") from any claims or liabilities related to, (A) the Property Owner's participation in the Program, (B) the Special Assessment, (C) the Improvements, or (D) any fact, circumstance or event related to this Agreement, other than claims for, or liabilities not exceeding, Property Owner's actual damages resulting from such Financing Party's willful misconduct or gross negligence and equitable actions to enforce the terms of this Agreement, .

INDEMNIFICATION. To the extent permitted by applicable law, the Property Owner agrees to indemnify, defend, protect, and hold harmless the Financing Parties against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and attorney's fees) and any demands related to (A) the Property Owner's participation in the Program, (B) the Special Assessment, (C) the Improvements, or (D) any other fact, circumstance or event related to this Agreement. These indemnification provisions shall survive the termination of this Agreement.

AMENDMENT. This Agreement may be modified or amended only by the written agreement of the Sponsor and the Property Owner or their respective successors.

BINDING EFFECT; ASSIGNMENT. This Agreement inures to the benefit of and is binding upon the Sponsor, the Administrator, the Property Owner and their respective successors and assigns. The Sponsor has the right to assign any or all of its rights and obligations under this Agreement without the consent of the Property Owner. The Sponsor intends to delegate certain of its functions under this Agreement to the Administrator.

SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

FURTHER ASSURANCES. The Property Owner and the Sponsor agree to execute any further documents necessary or appropriate to ensure that this Agreement and the Special Assessment operate as intended.

MISCELLANEOUS. This Agreement (other than the arbitration provisions below) shall be governed by the laws of the State of Illinois. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument. This Agreement may be executed by one or more electronic means and each party agrees that an electronic signature is enforceable against each that respective party.

THIRD PARTY BENEFICIARY. The parties hereto acknowledge that the Administrator is a third party beneficiary of this Agreement.

ILLINOIS FINANCE AUTHORITY. The parties hereto acknowledge that the Illinois Finance Authority, a body corporate and politic created under the laws of the State of Illinois (the “**Authority**”) may be assigned this Assessment Contract to provide funding for the Special Assessment. If the Authority is assigned this Agreement (or any portion hereof), the Authority shall be deemed to be a direct beneficiary hereof.

GOVERNING LAW; VENUE. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. To the extent permitted by applicable law, the parties hereto agree that any dispute, claim or disagreement among the parties to this Agreement or the Administrator (a “**Dispute**”) shall be resolved exclusively by arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). The arbitration shall be held in the location that is most convenient to the Property. Only Disputes involving the parties to this Agreement or the Administrator may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If any party arbitrates a Dispute, no party, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on behalf of a party in any litigation in any court. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than the ones under this Agreement. All statutes of limitations that are applicable to any dispute shall apply to any arbitration under this Agreement. The Arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law. Notwithstanding anything herein to the contrary, disputes with respect to (i) the amounts owed on account of the Special Assessment and any interest or fees owed because of delinquent or defaulted payments thereon, and (ii) the process of collecting any such amounts or selling the Property shall not be subject to arbitration, and instead shall follow current practice as set forth in applicable law.

BECAUSE THE PARTIES HAVE AGREED TO ARBITRATE ALL DISPUTES, NONE OF THE PARTIES WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, PARTIES HERETO WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR’S DECISION WILL BE FINAL

AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PROPERTY OWNER OR THE SPONSOR WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Sponsor and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Property Owner:

_____, Signature

Date: _____

Month/Day/Year

[County]: Authorized Signatory

Name (*Please Print*)

Signature

Date of Execution

EXHIBIT A

**DESCRIPTION OF PROPERTY, DESCRIPTION OF THE IMPROVEMENTS AND NOTICE
INFORMATION**

Description of Property:

Description of Improvements:

The Improvements consist of the following:

Notice Information:

[PACE Program Notice Information]

[Property Owner Notice Information]

SCHEDULE I

**SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL, INTEREST
AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE**

Payment Date	Interest	Principal	Annual Administrative Fee	Total Assessment Payment