



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, MARCH 20, 2017 – 7:00 p.m.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.
REVISED AGENDA**

CALL TO ORDER - SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Kane DuPage Soil and Water Conservation District – National Pollution Discharge Elimination System (NPDES) – Ashley Curran

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Approval of Village Board Minutes dated 3/06/2017 and Committee of the Whole Minutes dated 3/06/2017
2. Approval of a Bill List dated March 20, 2017 in the Amount of \$264,756.04

NEW BUSINESS

1. Approval an Ordinance Providing for the Issue of Approximately \$5,800,000 of General Obligation Bonds (Alternate Revenue Source) of the Village for the Purpose of Improving the Village's Waterworks System, Providing for the Pledge of Waterworks System Revenues to the Payment of the Bonds and the Levy of Taxes to Pay the Bonds if Waterworks System Revenues are Insufficient and Providing for the Sale of the Bonds to the Purchaser Thereof
2. Approval of an Ordinance Approving a Cable Franchise Renewal Agreement with Comcast of Illinois XIII, L.P.
3. Approval of a Letter of Understanding with the State of Illinois for the maintenance of Sidewalks and ADA Ramps on State R.O.W. by the Village of North Aurora
4. Approval of the Third Amendment to the Princeton Water Tower Lease Agreement with AT&T

5. Approval of Funding in an Amount not to Exceed **\$19,480.00** for the installation of two Miox Generators at the East Treatment Plant
6. Approval of an Ordinance Granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow Motor Vehicle Repair and/or Service at 102 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois
7. Approval of an Ordinance Approving the Site Plan for the Property Located on Lot 107 of the Randall Crossing Subdivision in the Village of North Aurora (North Aurora Smiles)
8. Approval of an Ordinance approving the Site Plan for the Property Located on Lot 1 of the North Aurora Towne Centre First Resubdivision in the Village of North Aurora (Riverfront Jeep)
9. Approval of a Bid from Geneva Construction in the Amount of **\$1,364,275.78** for the 2017 Street Improvements Program
10. Approval of a Bid from Cox Landscaping in the Amount of **\$8,873.00** for the 2017 Grass Cutting Program
11. Approval of the Purchase of Road Salt in an Amount not to Exceed **\$187,894.00** per State of Illinois Purchasing Contract

OLD BUSINESS

VILLAGE PRESIDENT'S REPORT

COMMITTEE REPORTS

TRUSTEES' COMMENTS

ADMINISTRATOR'S REPORT

ATTORNEY'S REPORT

FIRE DISTRICT REPORT

VILLAGE DEPARTMENT REPORTS

1. Finance
2. Community Development
3. Police
4. Public Works
5. Water

ADJOURN

Initials: SB

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
MARCH 6, 2017**

CALL TO ORDER

In the absence of Mayor Berman, Trustee Gaffino called the meeting to order.

SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Trustee Mark Gaffino, Trustee Laura Curtis, Trustee Mike Lowery, Trustee Chris Faber, Trustee Mark Carroll, Trustee Mark Guethle, Village Clerk Lori Murray.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Police Chief Dave Summer, Water Superintendent Paul Young, Street Superintendent Brian Richter, Village Attorney Kevin Drendel

Trustee Mark Gaffino mentioned that Mayor Dale Berman would not be in attendance at the meeting due to having shoulder surgery earlier in the day.

PUBLIC HEARING

- 1. Franchise Agreement Comcast**
- 2. Franchise Agreement Metronet**

Trustee Gaffino opened the public hearings. There were no public comments. Mike Toth noted that Metronet could not be in attendance for the meeting and requested the meeting be carried over to the Village Board meeting in April. Motion made by Trustee Carroll and seconded by Trustee Faber to continue the public hearing to the April 3rd village meeting. All in favor. **Motion approved.**

AUDIENCE COMMENTS

George Schramer, 708 Lindsey Circle, North Aurora – Mr. Schramer requested the Village review the waste contract regarding the requirement for brush to be cut into certain lengths and bundled before pickup. He requested this change to accommodate the elderly residents in the Village. Schramer said that he has mentioned this in the past, and suggested an increase of the trash rate to provide for the cost of the brush pickup. Schramer suggested two pickups each year for brush.

Mike Harrington, 921 Deerpath Road, North Aurora – Mr. Harrington requested the allowance of a temporary For Sale sign to be placed on a 4-acre property located at 921 N. Deerpath Road.

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

CONSENT AGENDA

- 1. Approval of Village Board Minutes dated 2/6/17 and Committee of the Whole dated 2/6/17**
- 2. Approval of a Resolution Accepting a Grant of Sidewalk Easement in the Windstone Place Subdivision**
- 3. Approval of a Pay Request #2, Partial to National Power Rodding Corp. in the amount of \$101,322.90 for the 2016 Sanitary Sewer Televising Project**
- 4. Approval of an Interim Bill dated February 22, 2017 in the Amount of \$123,006.79**
- 5. Approval of a Bill List dated March 6, 2017 in the Amount of \$449,552.86**

Motion for approval made by Trustee Guethle and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Guethle – yes, Trustee Carroll – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (6-0).**

NEW BUSINESS

- 1. Approval of an Ordinance to amend the North Aurora Code, Title 5, Section 5.08.350 by Decreasing the Number of Class A Liquor Licenses Authorized in the Village of North Aurora (Events of Elegance Banquets)**

Motion for approval made by Trustee Guethle and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Guethle – yes, Trustee Carroll – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (6-0).**

- 2. Approval of an Ordinance to Amend the North Aurora Code, Title 5, Section 5.08.350 by Decreasing the Number of Class B Liquor Licenses Authorized by the Village of North Aurora (Taco Madre)**

Motion for approval made by Trustee Lowery and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Lowery – yes, Trustee Curtis – yes, Trustee Faber – yes, Trustee Gaffino – yes, Trustee Carroll – yes, Trustee Guethle – yes. **Motion approved (6-0).**

- 3. Approval of an Ordinance Granting Approval of a Variance to Increase the Allowable Size of a Class 2 Temporary Sign on the Property located at 921 N. Deerpath Road**

Motion for approval made by Trustee Carroll and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Carroll – yes, Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Faber – yes. **Motion approved (6-0).**

- 4. Approval of a Resolution to hold a Public Hearing on April 6, 2017 for the Proposed Exchange of Land between the Village of North Aurora and Oberweis Dairy, Inc.**

Motion for approval made by Trustee Curtis and seconded by Trustee Faber. **Roll Call Vote:** Trustee Carroll – yes, Trustee Curtis – yes, Trustee Gaffino – yes, Trustee Guethle – yes, Trustee Lowery – yes, Trustee Faber – yes. **Motion approved (6-0).**

- 5. Approval of a bid from Gerardi Sewer and Water Company in the Amount of \$464,847.50 for the 2017 Cherrytree Court Water Main Project**

Motion for approval made by Trustee Carroll and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Carroll – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (6-0).**

6. Approval of a Resolution to Approve Revisions to Section 9.10 (Travel and Expenses for Business Purposes) of the Human Resources Manual for the Village of North Aurora

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Carroll – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (6-0).**

OLD BUSINESS – None

VILLAGE PRESIDENT'S REPORT - None

COMMITTEE REPORTS – None

TRUSTEES' COMMENTS – None

ADMINISTRATOR'S REPORT

House on 800 block of Magnolia – Steve Bosco stated that the Village was working with the bank that owns the property regarding the safety and unsightliness due to the recent fire at the home. The Village will begin to put up security around the property and will lien it, submitting fines for every day that the property is not in compliance.

Trustee Carroll noted that some of the copies for the meeting agenda showed an item 8 for Approval of a Cell Tower Lease Agreement. Bosco said that the agenda had been revised and that Item 8 was reflected on the original agenda. Since the printed agendas were provided at the meeting, the Board voted to table this to another meeting. A Motion was made by Trustee Faber and seconded by Trustee Curtis to table this item until the March 20th Village Board meeting. All in favor. **Motion approved.**

ATTORNEY'S REPORT – None

FIRE DISTRICT REPORT – None

DEPARTMENT REPORTS

1. Finance – The Village received from the GFOA the Certificate of Achievement for Excellence in Financial Reporting award. This is the Village's 16th consecutive year receiving this award. The Village also received a bond rating of AA+. The Village is moving forward with the bond issuance process and will take competitive bids in two weeks. It is a \$5.8 million bond issuance to finance several improvements to the Village's water system. Bill Hannah noted that this will be paid back with water revenues, not property taxes.

2. Community Development – None

3. Police – None

4. Public Works – None

5. Water – Paul Young mentioned that a precon meeting is scheduled for Wednesday with Gerardi Sewer. Young also mentioned that the Auto Mall water tower will be painted this spring.

ADJOURNMENT

Motion to adjourn made by Trustee Guethle and seconded by Trustee Curtis. All in favor. **Motion approved.**

Respectfully submitted,

Lori J. Murray
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
MARCH 6, 2017**

CALL TO ORDER

In the absence of Mayor Berman, Trustee Gaffino called the meeting to order.

ROLL CALL

In attendance: Trustee Mark Gaffino, Trustee Laura Curtis, Trustee Mike Lowery, Trustee Chris Faber, Trustee Mark Carroll, Trustee Mark Guethle, Village Clerk Lori Murray.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Police Chief Dave Summer, Water Superintendent Paul Young, Street Superintendent Brian Richter, Village Attorney Kevin Drendel

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS – None

DISCUSSION

1. Franchise Agreement - Comcast

Comcast had a non-exclusive franchise agreement for 12 years with the Village. When that expired, the Village did a couple of extensions. The Village allowed the Southwest Fox Valley Cable and Telecommunications Consortium to negotiate on its behalf. The primary change to the agreement is in Section 8 which talks about public educational and governmental access. There is a section that allows for a PEG fee which is 53 cents per bill per month which is used to offset capital costs for equipment. Bosco noted that just because it is in the agreement does not mean that the Village will enact it. Trustee Curtis asked, if the fee is enacted, would it be charged to all consumers or just Comcast customers. Bosco said it would just be Comcast customers. Curtis asked what the Village pays into this program. Bosco stated that the Village gets 40% of all revenue from the Comcast subscriptions.

There is a 5% franchise fee per agreement. Out of that the Village gives 40% to the Consortium and retains 60%. In the past, the Consortium has taken the 40% and issued the Village a rebate. In the last 3 years, the Village's total contribution to the Consortium was about 20-40% of our total revenues for the Comcast fees. Curtis said that as a consumer and a resident she would rather have her bill decrease by 5% than have PEG access. Curtis said she did not think that spending \$40,000 for a small portion of the Village is wise when there are other mediums such as YouTube which could be used. Bosco stated the 5% is the municipal standard franchise fee for essentially having the utility companies rent our R.O. W. to put their equipment in. All of that 5% revenue goes directly to Village. Of that money, the board set a separate agreement to provide the consortium with 40% of that 5% franchise fee years ago. Bosco noted the Village can offer anywhere from 0 to 100 percent to the consortium. Curtis asked when the Village needs to finalize

this portion of the agreement. Bosco said that the Village should have the franchise agreement negotiated first and then when the process is over, the Board could re-evaluate the current situation.

Bosco said that the franchise agreement has to be renewed at some point. The agreement with the Consortium is something the Village and three other villages chose to do separately. Trustees Faber, Guethle and Carroll said they were okay with the way the agreement stands. Trustee Gaffino asked if there would be any additional cost to televising the Village meetings. Mike Reynolds of the FVCC said that there is no additional cost. Reynolds noted that the Consortium has returned 40% of the monies back to the Village since 2007. Reynolds added that if the Village decides to give up PEG access, it would be very difficult to get it back.

2. 102 S. Lincolnway

John White addressed the Board. He is looking to open a full auto service repair business with his son-in-laws. The site is a 14,000+ square foot lot which has been vacant for the last 200+ days. The building will have 4 bays and 1,325 square foot of retail space. The property is designed as an automotive garage.

Mike Toth mentioned that a public hearing was held February 7th before the Plan Commission. They unanimously recommended approval with 6 conditions:

1. Outdoor Storage is prohibited
2. Storage rack to be removed from the property
3. Screening of the dumpster
4. Any debris is not to be kept onsite
5. 25-foot utility easement for stormwater
6. Any intensification of the use would require an additional special use.

3. North Aurora Smiles Site Plan

This went before the Plan Commission and was received favorably. No additional conditions other than the condition about the dumpster being screened.

Ryan Blocker, Jacob and Hefner Associates, civil engineer for Dr. Aziz, addressed the Board. This proposal is a 2-acre lot in Randall Crossings subdivision. The site has been previously mass graded and the utilities have been stubbed. Dr. Aziz has been in the community for ten years and due to the expansion of his business, there is a need to develop the site as a standalone office building. The building is 5400 s.f. The Board was in favor of moving forward. There were no further questions.

4. Riverfront Jeep Site Plan

This went before the Plan Commission on Feb 7. It was received favorably with one condition that the dumpster be screened.

John Eggert of Hardt Stern and Kayne , 2610 Lake Cook Road, Riverwoods addressed the Board. The proposal is to construct a 31,000 square foot facility on Orchard Gateway Boulevard, just north of the Target location.

Dennis Leston of Custom Facilities (architect out of Indiana) was also in attendance.

Bill Perry of Watermark Engineering said that the site is directly east of the auto mall. The site will be subdivided and utilize 7-1/2 acres. Stormwater detention already exists. There are currently 2 curb cuts. One full access on the west side of the property and one on the east side that is a right-in/right-out. The proposal is to take the eastern driveway away and create a new one east of that which would be shared with the additional property to the east. The right-in/right-out would be changed to a full access. There will be 64 customer spaces and 567 inventory spaces behind the property.

Eggert said that the petitioner wanted 2 conditions attached to the agreement:

1. Preliminary and final approval of the ultimate plat of subdivision.
2. Driveway proposed to be shared by Riverfront and whoever ends up in lot 2. That will be access left and right access to Orchard Gateweay. This agreement would be contingent upon the village's review and approval of a cross easement agreement between our property and the property next door. Asked those 2 conditions be tacked on to the ultimate approval that comes from the Board. Drendel said that would be a condition tacked onto subdivision. Drendel said that the Village would agree to that. Eggert said that in the actual subdivision, that the ordinance approving all of this would not take effect until Riverfront acquires title to the property. Drendel said the Village would have no issue with that request.

ADJOURNMENT

Motion made by Trustee Guethle and seconded by Trustee Carroll to adjourn the meeting. All in favor. **Motion approved.**

Respectfully Submitted,

Lori J. Murray
Village Clerk

Accounts Payable

To Be Paid Proof List

User: bhannah
 Printed: 03/16/2017 - 10:35AM
 Batch: 00502.03.2017 - 03202017



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
98 Miller, LLC						
051260						
Hydrant Meter Deposit/Less Usage	1,075.60	60-000-2215	Hydrant Meter Deposits		3/15/2017	03/20/2017
Total:	1,075.60	*Vendor Total				
Accela, Inc. #774375						
034670						
Web Payments/Feb 2017	795.00	60-445-4510	Equipment/IT Maint	28695	3/15/2017	03/20/2017
Total:	795.00	*Vendor Total				
Ace Hardware						
000030						
Tools/Misc	59.15	60-445-4568	Watermain Rprs. & Rplemts.	K12054	3/15/2017	03/20/2017
Tools/Misc	3.87	01-445-4510	Equipment/IT Maint	K12585	3/15/2017	03/20/2017
Shop Supplies	132.73	01-445-4520	Public Buildings Rpr & Mtce	K12697	3/15/2017	03/20/2017
Total:	195.75	*Vendor Total				
Aflac						
030540						
Aflac coverage/March 2017	197.10	01-000-2053	AFLAC	378350	3/14/2017	03/20/2017
Total:	197.10	*Vendor Total				
Alarm Detection Systems of IL						
000060						
Lock Repair/NAPD	151.50	01-440-4799	Misc.	SI-459427	3/15/2017	03/20/2017
Total:	151.50	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest control/VH	123.33	01-445-4520	Public Buildings Rpr & Mtce	4175691	3/14/2017	03/20/2017
Pest control/NAPD	91.00	01-445-4520	Public Buildings Rpr & Mtce	4176782	3/14/2017	03/20/2017
Pest control @ Treatment Plants	85.00	60-445-4567	Treatment Plant Repair/Maint	4177172	3/14/2017	03/20/2017
Total:	299.33	*Vendor Total				
Aurora Area Convention						
003770						
Hotel Tax/NA Hotel/Jan 2017	440.55	15-430-4752	90% Tourism Council	01/2017	3/14/2017	03/20/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	440.55	*Vendor Total				
Aurora Spring & Truck Parts						
048190						
Alignment Truck #170	1,644.11	01-445-4511	Vehicle Repair and Maint	059331	3/14/2017	03/20/2017
<hr/>						
Total:	1,644.11	*Vendor Total				
Butler Chemical Company, Inc.						
046060						
Monthly Chem Trmnt/VH/PD	200.00	01-445-4520	Public Buildings Rpr & Mtce	22054	3/14/2017	03/20/2017
<hr/>						
Total:	200.00	*Vendor Total				
C. O. P. S. Testing Service						
010080						
New Officer Testing	160.00	01-439-4380	Recruit Testing	103918	3/14/2017	03/20/2017
New Officer Testing	160.00	01-439-4380	Recruit Testing	103946	3/14/2017	03/20/2017
New Officer Testing	450.00	01-439-4380	Recruit Testing	103969	3/14/2017	03/20/2017
<hr/>						
Total:	770.00	*Vendor Total				
Call One						
043480						
25 E. State Street Lines	171.61	01-430-4651	Telephone	031517-001	3/15/2017	03/20/2017
25 E. State Street Lines	171.61	01-441-4651	Telephone	031517-002	3/15/2017	03/20/2017
25 E. State Street Lines	171.60	01-445-4651	Telephone	031517-003	3/15/2017	03/20/2017
200 S Lincolnway Lines	1,358.30	01-440-4651	Telephone	031517-004	3/15/2017	03/20/2017
25 E. State Street Lines	171.61	60-445-4651	Telephone	03172017-004	3/15/2017	03/20/2017
314 Butterfield Lines	80.80	01-445-4651	Telephone	03172017-005	3/15/2017	03/20/2017
316 Butterfield Lines	43.19	60-445-4651	Telephone	03172017-006	3/15/2017	03/20/2017
PRI/VH/NAPD	244.39	01-440-4652	Communications	03172017-007	3/15/2017	03/20/2017
PRI/VH/NAPD	244.40	01-430-4652	Communications	03172017-007	3/15/2017	03/20/2017
<hr/>						
Total:	2,657.51	*Vendor Total				
Camic Johnson, LTD.						
03989						
Legal Fees/AdminTows/NAPD	116.67	01-440-4260	Legal	146	3/15/2017	03/20/2017
<hr/>						
Total:	116.67	*Vendor Total				
Canon Solutions America, Inc.						
034960						
Coipier Maintenance	159.63	01-440-4510	Equipment/IT Maint	4021651774	3/14/2017	03/20/2017
<hr/>						
Total:	159.63	*Vendor Total				
Cargill, Inc.						
039780						
Road Salt	1,380.61	10-445-4439	Salt	2903288834		03/20/2017
<hr/>						
Total:	1,380.61	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Certified Laboratories Division						
048600						
Freight from Invoice #2588999	18.71	01-445-4511	Vehicle Repair and Maint	2588999 freig	3/15/2017	03/20/2017
Total:	18.71	*Vendor Total				
Chris Studebaker						
051290						
Refund Water Credit/Final	71.85	60-320-3340	Water Collections	1317 Oakland	3/15/2017	03/20/2017
Refund Water Credit/Final	5.15	18-320-3350	Sewer Collection	1317 Oakland	3/15/2017	03/20/2017
Total:	77.00	*Vendor Total				
City of Aurora						
027870						
Water Samples/New Construction	90.00	60-445-4562	Testing (water)	186831	3/14/2017	03/20/2017
Total:	90.00	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Spraying/April 2017	13,660.50	01-445-4521	Mosquito Control	6360517	3/15/2017	03/20/2017
Total:	13,660.50	*Vendor Total				
Coffman Truck Sales, Inc.						
000320						
Safety Test Lane/#165	21.50	01-445-4511	Vehicle Repair and Maint	1001109041	3/14/2017	03/20/2017
Total:	21.50	*Vendor Total				
College of Lake County						
020010						
Evidence Tech Training/Kitner	1,450.00	01-440-4380	Training	R19874	3/15/2017	03/20/2017
Total:	1,450.00	*Vendor Total				
Comcast Cable						
040740						
Internet/East Treatment Plant	149.85	60-445-4652	Communications	04062017	3/14/2017	03/20/2017
Total:	149.85	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Backhoe #187 Repair	589.50	01-445-4511	Vehicle Repair and Maint	3330013849	3/14/2017	03/20/2017
Total:	589.50	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Auto Mall	178.75	01-441-4260	Legal	022017 auto n	3/15/2017	03/20/2017
Community Dev/Zoning/Annex	1,177.00	01-441-4260	Legal	022017 cd/zn	3/15/2017	03/20/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
General/Admn/Finance	1,943.50	01-430-4260	Legal	022017 gen/ac	3/15/2017	03/20/2017
General/NAPD	808.00	01-440-4260	Legal	022017 gen/pr	3/15/2017	03/20/2017
General/TIF Research	204.00	12-438-4260	Legal	022017 gen/ti	3/15/2017	03/20/2017
Gladstone/Windstone	90.00	01-441-4260	Legal	022017 gldstn	3/15/2017	03/20/2017
LFI/NE Corner Oak & Orchard	113.75	90-000-E222	Springs at Orchard Rd	022017 lfi	3/15/2017	03/20/2017
NAPD	1,921.00	01-440-4260	Legal	022017 napd	3/15/2017	03/20/2017
Randall Highlands	2,372.50	90-000-E055	NA Lodging 1, LLC	022017 rndl h	3/15/2017	03/20/2017
Tanner Trails/Filings	228.00	01-441-4260	Legal	022017 tnnrtrl	3/15/2017	03/20/2017
Total:	9,036.50	*Vendor Total				
Dustcatchers & Logo Mat, Inc.						
023610						
Towel/Rug Cleaning/PWks Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	29621	3/14/2017	03/20/2017
Towel/Rug Cleaning/PWks Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	30278	3/14/2017	03/20/2017
Total:	65.86	*Vendor Total				
Feece Oil						
031060						
MId-Grade Fuel	3,002.64	71-000-1340	Gas/Diesel Escrow	3466377	3/15/2017	03/20/2017
Total:	3,002.64	*Vendor Total				
Fifth Third Bank						
028450						
GFOA/Conference Registration	380.00	01-430-4370	Conferences & Travel	BH 02/2017-0	3/15/2017	03/20/2017
The Turf Room/Mgmt Lunch Interview	98.66	01-430-4799	Misc.	BH 02/2017-0	3/15/2017	03/20/2017
Southwest Air/GFOA Conference/Hannah	289.90	01-430-4370	Conferences & Travel	BH 02/2017-0	3/15/2017	03/20/2017
Amazon/Desk Lamp/CD	96.99	01-441-4411	Office Expenses	darndt 2/17 00	3/15/2017	03/20/2017
Amazon/Notebook Power Supply	26.28	01-430-4420	IT Supplies	darndt 2/17 00	3/15/2017	03/20/2017
Amazon/(2) Desktop UPS for PD	135.90	01-440-4510	Equipment/IT Maint	darndt 2/17 00	3/15/2017	03/20/2017
godaddy.com/URL/NA Days (5 Years)	89.85	15-430-4751	North Aurora Days Expenses	darndt 2/17 00	3/15/2017	03/20/2017
Home Depot/Batteries	25.96	01-430-4420	IT Supplies	darndt 2/17 00	3/15/2017	03/20/2017
Cleverbridge/ORF Anti-spam Software	352.00	01-430-4512	Website Maintenance	darndt 2/17 00	3/15/2017	03/20/2017
Amazon/24' Monitor/Finance	129.00	01-430-4420	IT Supplies	darndt 2/17 00	3/15/2017	03/20/2017
USPS/Postage/Certified Mail	13.18	01-440-4505	Postage	DC 02/2017-0	3/15/2017	03/20/2017
USPS/Postage/Certified Mail	13.18	01-440-4505	Postage	DC 02/2017-0	3/15/2017	03/20/2017
USPS/Postage/Certified Mail	6.59	01-440-4505	Postage	DC 02/2017-0	3/15/2017	03/20/2017
USPS/Postage/Certified Mail	19.77	01-440-4505	Postage	DC 02/2017-0	3/15/2017	03/20/2017
Office Max/Supplies	804.37	01-440-4411	Office Expenses	DC 02/2017-0	3/15/2017	03/20/2017
Office Max/Supplies	990.01	01-440-4411	Office Expenses	DC 02/2017-0	3/15/2017	03/20/2017
USPS/Postage/Certified Mail	6.59	01-440-4505	Postage	DC 02/2017-0	3/15/2017	03/20/2017
USPS/Postage/Certified Mail	6.59	01-440-4505	Postage	DC 02/2017-0	3/15/2017	03/20/2017
USPS/Postage/Certified Mail	6.59	01-440-4505	Postage	DC 02/2017-0	3/15/2017	03/20/2017
Casey's/Gas/Meeting	22.20	01-440-4390	Dues & Meetings	DS 02/2017-0	3/15/2017	03/20/2017
Lexis Nexis/Investigation Svcs	50.00	01-440-4555	Investigations	JDL 02/2017-0	3/15/2017	03/20/2017
Michaels/Frames/Historic Police Pics	341.97	01-440-4799	Misc.	JDL 02/2017-0	3/15/2017	03/20/2017
Oak St/Food for State of Village	43.36	01-440-4799	Misc.	JG 02/2017-0	3/15/2017	03/20/2017
Garand Gear/Rod Spring	41.10	01-440-4799	Misc.	JG 02/2017-0	3/15/2017	03/20/2017
Vanguard/Replacement Dress Gloves	97.30	01-440-4799	Misc.	JG 02/2017-0	3/15/2017	03/20/2017
IDIAI Conference/Quinn	200.00	01-440-4370	Conferences & Travel	MQ 02/2017-0	3/15/2017	03/20/2017
IDIAI Conference/Brown	200.00	01-440-4370	Conferences & Travel	MQ 02/2017-0	3/15/2017	03/20/2017
IDIAI Conference/Swoboda	200.00	01-440-4370	Conferences & Travel	MQ 02/2017-0	3/15/2017	03/20/2017
IDIAI Conference/McCoy/Kitner	710.00	01-440-4370	Conferences & Travel	MQ 02/2017-0	3/15/2017	03/20/2017
ICC/Code Book Tabs	106.00	01-441-4411	Office Expenses	MT 02/2017-0	3/15/2017	03/20/2017
Harrington 23/Ball Valves	254.28	60-445-4567	Treatment Plant Repair/Maint	PY 02/2017-0	3/15/2017	03/20/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Home Depot/Face Shields/Tyvek Suits	103.01	60-445-4567	Treatment Plant Repair/Maint	PY 02/2017-0 3/15/2017	03/20/2017	
NIU Foundation/Internship Luncheon	20.00	01-430-4390	Dues & Meetings	SB 02/2017-0 3/15/2017	03/20/2017	
Verizon/Otterbox for Phone	74.55	01-440-4799	Misc.	SBZ 2/2017-0 3/15/2017	03/20/2017	
discount Tire/(2) Tire/Emerg Veh	457.00	01-440-4511	Vehicle Repair and Maint	SBZ 2/2017-0 3/15/2017	03/20/2017	
LA Police Gear/Search & Rescue Gear	114.20	01-440-4558	Emergency Management	SBZ 2/2017-0 3/15/2017	03/20/2017	
LA Police Gear/Search & Rescue Gear	63.96	01-440-4558	Emergency Management	SBZ 2/2017-0 3/15/2017	03/20/2017	
Jimmy Johns/Lunch/Training	7.87	01-440-4380	Training	SBZ 2/2017-0 3/15/2017	03/20/2017	
Phillips 66/Gas/Training	27.49	01-440-4440	Gas & Oil	SBZ 2/2017-0 3/15/2017	03/20/2017	
Galls/Mourning Bands	42.44	01-440-4160	Uniform Allowance	SF 02/2017-0 3/15/2017	03/20/2017	
Best Buy/Training Room TV	2,329.98	01-440-4870	Equipment	SF 02/2017-0 3/15/2017	03/20/2017	
K-Log Inc/TV Stand	397.03	01-440-4510	Equipment/IT Maint	SF 02/2017-0 3/15/2017	03/20/2017	
Total:	9,395.15	*Vendor Total				
FOX METRO						
045480						
Sewer Bill/VH	62.81	01-445-4662	Utility	N02-0164	3/14/2017	03/20/2017
Sewer Bill/PWks Garage	22.84	01-445-4662	Utility	N02-5182	3/14/2017	03/20/2017
Sewer Bill/NAPD	11.42	01-445-4662	Utility	N02-5784	3/14/2017	03/20/2017
Total:	97.07	*Vendor Total				
Fox Valley Fire & Building						
031530						
Annual Dues	90.00	01-441-4390	Dues & Meetings	2017	3/14/2017	03/20/2017
Total:	90.00	*Vendor Total				
Fox Valley Ford, Inc.						
015480						
Squad Repair/'07 Expedition	1,008.25	01-440-4511	Vehicle Repair and Maint	78777	3/15/2017	03/20/2017
Total:	1,008.25	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Underground Locating/Various Loc	230.00	10-445-4661	Street Light Repair/Maint	6984	3/14/2017	03/20/2017
Underground Streetlight Repair/Butternut	1,345.00	10-445-4661	Street Light Repair/Maint	6985	3/14/2017	03/20/2017
Streetlight Repair/Westover	940.00	10-445-4661	Street Light Repair/Maint	6986	3/14/2017	03/20/2017
Streetlight Repair/Maplewood	430.00	10-445-4661	Street Light Repair/Maint	6987	3/14/2017	03/20/2017
Streetlight Repair/Juiper	320.00	10-445-4661	Street Light Repair/Maint	6998	3/14/2017	03/20/2017
Total:	3,265.00	*Vendor Total				
FullLife Safety Center						
041360						
Jackets/Sweatshirts/PWks	223.99	01-445-4160	Uniform Allowance	35444	3/14/2017	03/20/2017
Total:	223.99	*Vendor Total				
Gary Schafer						
051300						
Refund Final Credit/Water	18.13	60-320-3340	Water Collections	980 Deerpath	3/15/2017	03/20/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	18.13	*Vendor Total				
Grainger						
031900						
Sample Station Repair Parts	29.35	60-445-4568	Watermain Rprs. & Rplcmts.	9372998337	3/15/2017	03/20/2017
Total:	29.35	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
Heater Repair and Parts/NAPD	1,090.00	01-445-4520	Public Buildings Rpr & Mtce	31051	3/15/2017	03/20/2017
Total:	1,090.00	*Vendor Total				
Harners Bakery And Restaurant						
025570						
Training Food	61.95	01-440-4380	Training	7750/7753	3/14/2017	03/20/2017
Total:	61.95	*Vendor Total				
ILLCO Inc.						
040110						
PVC Check Valves/Parts/Trmnt Plants	302.65	60-445-4567	Treatment Plant Repair/Maint	1314602	3/14/2017	03/20/2017
Total:	302.65	*Vendor Total				
Illinois Association						
019980						
Training/Augustyn	35.00	01-441-4380	Training	04052017	3/15/2017	03/20/2017
Total:	35.00	*Vendor Total				
Intergraph Corporation						
050910						
PD Records System/50% Payment	36,314.50	71-430-4870	Equipment	P170000579	3/15/2017	03/20/2017
Total:	36,314.50	*Vendor Total				
Interlate Systems, Inc.						
030230						
Final Water/145 S Lincolnway	20.61	60-320-3340	Water Collections	001	3/15/2017	03/20/2017
Final Water/145 S Lincolnway	1.56	18-320-3350	Sewer Collection	002	3/15/2017	03/20/2017
Total:	22.17	*Vendor Total				
James & Lisa Byrne						
051330						
Refund Final Water Credit	57.78	60-320-3340	Water Collections	431 Lk Run C	3/15/2017	03/20/2017
Refund Final Water Credit	3.84	18-320-3350	Sewer Collection	431 Lk Run sv	3/15/2017	03/20/2017
Total:	61.62	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
JSN Contractors Supply						
041440						
Blue Marking Paint	70.80	60-445-4568	Watermain Rprs. & Rplcmts.	80581	3/14/2017	03/20/2017
Total:	70.80	*Vendor Total				
Judges LLC						
039730						
Squad Washes/February 2017	200.00	01-440-4511	Vehicle Repair and Maint	02/2017	3/14/2017	03/20/2017
Total:	200.00	*Vendor Total				
Kane County Recorder						
010600						
Water Liens & Releases	282.00	60-445-4506	Publishing	21417	3/15/2017	03/20/2017
Total:	282.00	*Vendor Total				
KB Collision & Customs						
046310						
Snowmobile Paint/NAPD	350.00	01-440-4511	Vehicle Repair and Maint	567	3/15/2017	03/20/2017
Snowmobile Lights/NAPD	824.83	01-440-4511	Vehicle Repair and Maint	568	3/15/2017	03/20/2017
Light Install/Labor Only	450.00	01-440-4511	Vehicle Repair and Maint	569	3/15/2017	03/20/2017
Snowmobile Paint	350.00	01-440-4511	Vehicle Repair and Maint	570	3/15/2017	03/20/2017
Snowmobile Lights/Equipment	832.83	01-440-4511	Vehicle Repair and Maint	571	3/15/2017	03/20/2017
Snowmobile Lights/Labor	450.00	01-440-4511	Vehicle Repair and Maint	572	3/15/2017	03/20/2017
Total:	3,257.66	*Vendor Total				
Ken Kreitzer						
051240						
(4) Pentagon Sockets	82.60	60-445-4568	Watermain Rprs. & Rplcmts.	02141718032	3/14/2017	03/20/2017
Total:	82.60	*Vendor Total				
Ken Leetch						
051270						
Refund Credit/Final Water	1.05	18-320-3350	Sewer Collection	1672 Abington	3/15/2017	03/20/2017
Refund Credit/Final Water	16.00	60-320-3340	Water Collections	1672 Abington	3/15/2017	03/20/2017
Total:	17.05	*Vendor Total				
Kitner, Douglas						
017070						
Training Reimb/Evidence Tech	60.00	01-440-4380	Training	03032017	3/15/2017	03/20/2017
Total:	60.00	*Vendor Total				
Kluber Inc.						
041880						
LED Street Light Engineering	4,975.00	21-454-4255	Engineering	6020	3/15/2017	03/20/2017
Total:	4,975.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Konica Minolta						
024860						
Copier Charges/VH/Jan 2017	43.08	01-430-4411	Office Expenses	9003296793a	3/15/2017	03/20/2017
Copier Charges/VH/Jan 2017	43.07	01-441-4411	Office Expenses	9003296793b	3/15/2017	03/20/2017
Copier Charges/VH/Jan 2017	43.07	01-445-4411	Office Expenses	9003296793c	3/15/2017	03/20/2017
Copier Charges/VH/Jan 2017	43.07	60-445-4411	Office Expenses	9003296793d	3/15/2017	03/20/2017
Total:	172.29	*Vendor Total				
Lafarge Conco Western, Inc.						
033690						
Stone	295.10	01-445-4540	Streets & Alleys Rpr & Mtce	706875004	3/14/2017	03/20/2017
Total:	295.10	*Vendor Total				
Marberry Cleaners						
008430						
Cleaning/Prisoner Blankets	16.00	01-440-4450	Prisoner Mtce & Supplies	77518	3/14/2017	03/20/2017
Total:	16.00	*Vendor Total				
Margaret Collier						
051310						
Refund Final Water Credit	1.05	18-320-3350	Sewer Collection	406 Hickory s	3/15/2017	03/20/2017
Refund Final Water Credit	13.60	60-320-3340	Water Collections	406 Hickory v	3/15/2017	03/20/2017
Total:	14.65	*Vendor Total				
Menards						
016070						
Misc. Items for Treatment Plant	22.63	60-445-4567	Treatment Plant Repair/Maint	51487	3/14/2017	03/20/2017
Saw/Brackets/Counter Top	63.93	01-445-4520	Public Buildings Rpr & Mtce	51594	3/14/2017	03/20/2017
PVC Pipe for B-box Repairs	103.47	60-445-4568	Watermain Rprs. & Rplcmts.	51633	3/14/2017	03/20/2017
Total:	190.03	*Vendor Total				
Michael Rupert						
051340						
Refund Final Water Credit	3.51	18-320-3350	Sewer Collection	641 Hammer :	3/15/2017	03/20/2017
Refund Final Water Credit	35.08	60-320-3340	Water Collections	641 Hammer ,	3/15/2017	03/20/2017
Total:	38.59	*Vendor Total				
Mid American Water						
013680						
Sewer Repair Parts	330.00	01-445-4570	Sewers Rpr & Mtce	133955A	3/14/2017	03/20/2017
Total:	330.00	*Vendor Total				
Miner Electronics Corporation						
3383						
Squad Radar Repair	305.75	01-440-4511	Vehicle Repair and Maint	262565	3/15/2017	03/20/2017
Total:	305.75	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Mooney & Thomas, Pc						
001040						
Payroll (3) Jan 2017/End of Year Prep	2,120.00	01-430-4267	Finance Services	1173101	3/15/2017	03/20/2017
Police Pens Pymt/Feb 2017	60.00	80-430-4581	Banking Services/Fees	1173106	3/15/2017	03/20/2017
Payroll Check Writing (2) Feb 2017	580.00	01-430-4267	Finance Services	2163101	3/15/2017	03/20/2017
Police Pension Pymnt/March 2017	60.00	80-430-4581	Banking Services/Fees	2163105	3/15/2017	03/20/2017
Total:	2,820.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Brake Pad/Rotor	228.31	01-440-4511	Vehicle Repair and Maint	254038	3/14/2017	03/20/2017
Sway Bar Link	39.08	01-440-4511	Vehicle Repair and Maint	254252	3/14/2017	03/20/2017
Brake Pads/Rotors	487.32	01-440-4511	Vehicle Repair and Maint	254312	3/14/2017	03/20/2017
Calipers	13.20	01-440-4511	Vehicle Repair and Maint	254649	3/14/2017	03/20/2017
Rotors/Pads	224.49	01-440-4511	Vehicle Repair and Maint	254888	3/14/2017	03/20/2017
Brake Parts	306.38	01-440-4511	Vehicle Repair and Maint	254974	3/14/2017	03/20/2017
Brake Parts	305.93	01-440-4511	Vehicle Repair and Maint	255395	3/15/2017	03/20/2017
Brake Parts	126.63	01-440-4511	Vehicle Repair and Maint	255404	3/15/2017	03/20/2017
Credit/Return Brake Parts	-121.75	01-440-4511	Vehicle Repair and Maint	255458	3/15/2017	03/20/2017
O-Rings	0.68	60-445-4567	Treatment Plant Repair/Maint	255543	3/14/2017	03/20/2017
Oil Filters	43.18	01-445-4511	Vehicle Repair and Maint	255625	3/14/2017	03/20/2017
Tire Valve	1.75	01-445-4511	Vehicle Repair and Maint	256252	3/14/2017	03/20/2017
Battery	100.75	01-445-4511	Vehicle Repair and Maint	256500	3/14/2017	03/20/2017
Total:	1,755.95	*Vendor Total				
Office Depot						
039370						
Misc. Supplies	177.29	01-430-4411	Office Expenses	90723690400	3/14/2017	03/20/2017
Misc. Supplies	177.29	01-441-4411	Office Expenses	90723690400	3/14/2017	03/20/2017
Misc. Supplies/X-Stamper	218.77	01-445-4411	Office Expenses	90723690400	3/14/2017	03/20/2017
Misc. Supplies	177.28	60-445-4411	Office Expenses	90723690400	3/14/2017	03/20/2017
(4) Aluminum Clipboards	57.58	60-445-4411	Office Expenses	90723690400	3/14/2017	03/20/2017
Custom Stamp	25.19	60-445-4411	Office Expenses	90726521100	3/14/2017	03/20/2017
Misc. Supplies	5.74	01-430-4411	Office Expenses	91024676400	3/14/2017	03/20/2017
Misc. Supplies	5.74	01-441-4411	Office Expenses	91024676400	3/14/2017	03/20/2017
Misc. Supplies	5.74	01-445-4411	Office Expenses	91024676400	3/14/2017	03/20/2017
Misc. Supplies/5 Tier Organizer	36.14	60-445-4411	Office Expenses	91024676400	3/14/2017	03/20/2017
Total:	886.76	*Vendor Total				
Paddock Publications, Inc.						
026910						
Legal Ad/Temp Sign/Deerpath	59.80	01-441-4506	Publishing	T4461866	3/15/2017	03/20/2017
Legal Ad/Vehicle Repair Svc/102 Lnclnwy	59.80	90-000-E228	102 S Lincolnway	T4461867	3/15/2017	03/20/2017
Legal Ad/Bond Notice	49.45	60-445-4263	Bond Issuance Costs	T4462196	3/15/2017	03/20/2017
Legal Ad/Storm Water/Soil Erosion	28.75	01-445-4506	Publishing	T4465256	3/15/2017	03/20/2017
Total:	197.80	*Vendor Total				
Paddock Publications						
044240						
Subscription 3/18-5/12 2017	50.00	01-410-4411	Office Expenses		3/15/2017	03/20/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	50.00	*Vendor Total				
Parkson Corporation						
042820						
(2) New MIOX Generator/East Trmt Plant/Parti	122,760.00	60-467-4875	Capital Expenditures	AR1/5101817	3/15/2017	03/20/2017
Total:	122,760.00	*Vendor Total				
Priority Products, Inc.						
041340						
Head Cap Screws/Plug Taps	165.88	01-445-4510	Equipment/IT Maint	905764	3/14/2017	03/20/2017
Total:	165.88	*Vendor Total				
Ray O'Herron Co Inc						
000940						
Uniform Pants/Honor Guard	44.99	01-440-4799	Misc.	1713080	3/15/2017	03/20/2017
New Patches/Ivanyi	8.00	01-440-4160	Uniform Allowance	1713342	3/15/2017	03/20/2017
Total:	52.99	*Vendor Total				
Richard Seaberg						
051320						
Refund Final Water Credit	30.20	60-320-3340	Water Collections	438 Chesterfi	3/15/2017	03/20/2017
Refund Final Water Credit	2.45	18-320-3350	Sewer Collection	438 Chstrfld s	3/15/2017	03/20/2017
Total:	32.65	*Vendor Total				
Sign FX						
040860						
Podium Decals	70.00	01-440-4411	Office Expenses	10194	3/14/2017	03/20/2017
Total:	70.00	*Vendor Total				
Sign-A-Rama						
029780						
Name Plate/Laskowski	98.25	01-445-4520	Public Buildings Rpr & Mtce	10955	3/14/2017	03/20/2017
Total:	98.25	*Vendor Total				
SmithAmundsen LLC						
039030						
Legal/Personnel/Feb 2017	967.50	01-430-4260	Legal	518009	3/15/2017	03/20/2017
Total:	967.50	*Vendor Total				
Somonauk Water Lab, Inc.						
030510						
Coliform Sampling	218.50	60-445-4562	Testing (water)	170217	3/14/2017	03/20/2017
Total:	218.50	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Standard & Poor's						
028760						
2017 GOARS Rating	14,000.00	60-445-4263	Bond Issuance Costs	11325516	3/15/2017	03/20/2017
Total:	14,000.00	*Vendor Total				
Standard Equipment Company						
036350						
Truck #192 Repair	338.90	01-445-4510	Equipment/IT Maint	C20151	3/14/2017	03/20/2017
Total:	338.90	*Vendor Total				
Superior Asphalt Materials LLC						
031440						
Cold Mix	176.40	01-445-4540	Streets & Alleys Rpr & Mtce	20170152	3/14/2017	03/20/2017
Total:	176.40	*Vendor Total				
The Wild Rose Florist						
026200						
Sympathy/Masters	100.00	01-430-4799	Misc.	02152017	3/14/2017	03/20/2017
Total:	100.00	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Feb Water Bills/Finals	2,039.79	60-445-4507	Printing	20445 blls/fin	3/15/2017	03/20/2017
Feb/Mar Newsletter	1,736.08	01-430-4507	Printing	20445 nwslt	3/15/2017	03/20/2017
Total:	3,775.87	*Vendor Total				
Tri-County						
027350						
Snow Plowing 3/13/2017	2,724.70	01-445-4538	Snow Removal	17-03-5324	3/15/2017	03/20/2017
Total:	2,724.70	*Vendor Total				
Uniform Den, Inc.						
020300						
Ballistic Vest	414.50	01-440-4160	Uniform Allowance	48888	3/15/2017	03/20/2017
Total:	414.50	*Vendor Total				
Water Products Company						
001170						
Sample Station Repair Seats	46.44	60-445-4568	Watermain Rprs. & Rplcmts.	0271912	3/15/2017	03/20/2017
Hydrant Repair Parts	96.00	60-445-4563	Fire Hydrant Repair/maint	0271929	3/15/2017	03/20/2017
Total:	142.44	*Vendor Total				
Water Resources						
010380						
(30) 5/8" Meters	2,880.00	60-445-4480	New Meters,rprs. & Rplcmts.	31234	3/15/2017	03/20/2017
(3) 3" Compound Meters/The Springs	8,100.00	60-445-4480	New Meters,rprs. & Rplcmts.	31250	3/15/2017	03/20/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	10,980.00	*Vendor Total				
Water Services						
005990						
2016 Leak Detection/Final	1,070.00	60-445-4560	Water Studies	25090	3/15/2017	03/20/2017
Total:	1,070.00	*Vendor Total				
Weblinx Incorporated						
031420						
Website Mtce Pkg/March 2017	200.00	01-430-4512	Website Maintenance	24278	3/15/2017	03/20/2017
Total:	200.00	*Vendor Total				
Winzer Corporation						
047560						
Custodial Supplies/NAPD	104.18	01-445-4421	Custodial Supplies	5766661	3/14/2017	03/20/2017
Total:	104.18	*Vendor Total				
Xerox Corporation						
040890						
Copier Maintenance/NAPD	85.00	01-440-4510	Equipment/IT Maint	088233406	3/14/2017	03/20/2017
Total:	85.00	*Vendor Total				
Report Total:	264,756.04					

Village of North Aurora Memorandum



To: Village President and Board of Trustees

From: Bill Hannah, Finance Director

Date: March 15, 2017

CC: Steven Bosco, Village Administrator

RE: Sale of General Obligation Alternate Revenue Source Bonds 2017

The Village has scheduled a bond sale the morning of Monday March 20, 2017 in which competitive bids will be sought for the \$5,800,000 in General Obligation (Waterworks System Alternate Revenue Source), Series 2017 issuance. As previously discussed these bonds fund the construction in the Waterworks Fund of deep water Well #8, deep water Well #9, a new central water storage tower and various watermain replacement projects. The par amount of the bonds may change on Monday based on the bid results and potential premiums included.

The bonds will be paid with revenues generated from the Water Fund water billings, with a backing of the Village's general obligation taxing authority. The bonds will be paid back over a fifteen (15) year period with final maturity occurring on January 1, 2032. Bonds maturing on and after January 1, 2026 will be callable and eligible for a future, possible refunding opportunity.

The Ordinance included with the Board packet is simply a draft provided by the Village's bond counsel. **An updated Ordinance will be completed after the winning bidder is determined on Monday morning, and the updated Ordinance will be provided to the Board that evening for review and consideration along with the results of the competitive bond sale.**

As the Board is aware Standard and Poor's recently affirmed the Village's AA+ underlying bond rating for the bonds. This rating (one notch short of AAA) will assist the Village in attracting more favorable bids for the bonds, resulting in more interest savings to the Village. Representatives from Speer Financial will be in attendance at Monday's meeting to present the results of the bids.

MINUTES of a regular public meeting of the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, held at the Village Hall, 25 East State Street, in said Village at 7:00 o'clock P.M., on the 20th day of March, 2017.

* * *

The meeting was called to order by the President, and upon the roll being called, Dale Berman, the President, and the following Trustees were physically present at said location:

The following Trustees were allowed by a majority of the Board of Trustees in accordance with and to the extent allowed by rules adopted by the Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that a proposal had been received from _____, _____, _____, for the purchase of the Village's general obligation alternate bonds and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds for the purpose of providing certain improvements to the waterworks system of the Village, providing for collection segregation and application of waterworks system revenues to the payment of the bonds and providing for the levy of a direct annual tax to pay the bonds if such revenues are insufficient for such payment. The President also summarized the pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon _____ presented and the Village Clerk read by title an ordinance as follows, a copy of which was provided to the President and to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. _____

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2017, of the Village of North Aurora, Kane County, Illinois, for the purpose of providing certain improvements to the waterworks system of said Village, prescribing the details of said bonds and providing for collection, segregation and application of waterworks system revenues to the payment of said bonds and the levy of taxes to pay said bonds if such revenues are insufficient for such payment and providing for the sale of said bonds to the purchaser thereof.

* * *

WHEREAS, the Village of North Aurora, Kane County, Illinois (the “*Village*”), is a duly organized and existing municipality incorporated and existing under the provisions of the laws of the State of Illinois, is now operating under the provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”), and for many years has owned and operated a municipally-owned waterworks system (the “*System*”) as set forth in Division 129 of Article 11 of the Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village (the “*Board*”) have determined that it is advisable, necessary and in the best interests of the public health, safety and welfare of the Village to construct certain improvements to the System, including Well No. 8, Well No. 9, a new water tower and water main replacement projects (collectively, the “*Project*”), all in accordance with the estimate of costs therefor on file in the office of the Village Clerk of the Village (the “*Village Clerk*”); and

WHEREAS, the estimated costs of the Project, including legal, financial, bond discount, printing and publication costs and other expenses is not less than \$_____, and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, the Board, on the 6th day of February, 2017, adopted Ordinance No. 17-02-06-01 (the “*Authorizing Ordinance*”), authorizing the issuance of up to \$6,200,000 of bonds payable from the revenues derived from the operation of the System authorized pursuant to Division 129 of Article 11 of the Code (the “*Revenue Bonds*”) or, in lieu thereof, up to \$6,200,000 alternate bonds (as hereinafter more fully defined, the “*Bonds*”), being general obligation bonds payable from the net revenues of the System (as hereinafter more fully defined, the “*Pledged Revenues*”) authorized pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), for the purpose of paying the costs of the Project; and

WHEREAS, on the 8th day of February, 2017, the Authorizing Ordinance, together with a notice of intent to issue the Revenue Bonds or, in lieu thereof, the Bonds, was published in the *Daily Herald*, the same being a newspaper of general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice of intent have heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, more than thirty (30) days have expired since the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon has been filed with the Village Clerk of the Village requesting that the question of the issuance of the Revenue Bonds or the Bonds be submitted to referendum; and

WHEREAS, the Board hereby determines that the Village is authorized to issue the Bonds, in lieu of the Revenue Bonds, in an amount not to exceed \$6,200,000 in accordance with the provisions of Applicable Law (as hereinafter defined) and the Authorizing Ordinance, none of the Bonds have heretofore been issued and it is necessary and advisable that there be issued at this time \$_____ of the Bonds so authorized to pay costs of the Project; and

WHEREAS, the Bonds will be payable from the Pledged Revenues and the Pledged Taxes (as hereinafter defined); and

WHEREAS, the Board hereby further determines that the Pledged Revenues will be sufficient to provide or pay in each year to final maturity of the Bonds all of the following (1) Operation and Maintenance Costs (as hereinafter defined), but not including depreciation, (2) debt service on any outstanding revenue bonds payable from the Revenues (as hereinafter defined), (3) all amounts required to meet any fund or account requirements with respect to any outstanding revenue bonds, (4) other contractual or tort liability obligations, if any, payable from the Revenues, and (5) in each year, an amount not less than 1.25 times debt service of the Bonds, the same being the only obligations of the Village payable from the Pledged Revenues; and

WHEREAS, the determination of the sufficiency (the “*Determination of Sufficiency*”) of the Pledged Revenues is supported by the most recent audit of the Village (the “*Audit*”) which Audit is for a fiscal year ending not earlier than 18 months previous to the time of issuance of the Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President, on the 17th day of January, 2017, executed an Order calling a public hearing (the “*Hearing*”) for the 6th day of February, 2017, concerning the intent of the Board to sell the Bonds; and

WHEREAS, notice of the Hearing was given (i) by publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Daily Herald*, and (ii) by posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 6th day of February, 2017, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 6th day of February, 2017; and

WHEREAS, the Property Tax Extension Limitation Law of the State of Illinois, as amended (the “*PTELL*”), imposes certain limitations on the “aggregate extension” of certain property taxes levied by the Village, but provides that the definition of “aggregate extension” contained in the PTELL does not include extensions made for any taxing district subject to the PTELL to pay interest or principal on bonds issued under Section 15 of the Debt Reform Act; and

WHEREAS, the County Clerk of The County of Kane, Illinois (the “*County Clerk*”) is therefore authorized to extend and collect the Pledged Taxes:

NOW THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

Section 1. Definitions. The words and terms used in this Ordinance shall have the meanings set forth and defined for them herein unless the context or use clearly indicates another or different meaning is intended, including the words and terms as follows:

A. The following terms are defined in the preambles:

Audit
Authorizing Ordinance
Board
Bonds
County Clerk
Determination of Sufficiency
Hearing
Municipal Code
Project
PTELL
Revenue Bonds
System
Village
Village Clerk

B. The following terms are defined as set forth:

“Additional Bonds” means any Alternate Bonds issued in the future on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

“Alternate Bond and Interest Account” means the Alternate Bond and Interest Account of the Waterworks Fund heretofore created and further described in Section 10 of this Ordinance.

“Alternate Bonds” means any Outstanding bonds issued as alternate bonds under and pursuant to the provisions of the Debt Reform Act and payable from the Pledged Revenues, and includes, expressly, the Bonds.

“Applicable Law” means the Municipal Code and the Debt Reform Act, collectively.

“Bond” or *“Bonds”* means one or more, as applicable, of the \$_____ General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2017, authorized to be issued by this Ordinance.

“Bond Registrar” means Amalgamated Bank of Chicago, Chicago, Illinois, or a successor thereto or successor designated hereunder, in its capacity as bond registrar and paying agent hereunder.

“Fiscal Year” means that twelve-calendar month period beginning on the first day of June of any calendar year and ending on the last day of May of the next calendar year, or any other year designated as the fiscal year of the Village.

“Future Bond Ordinances” means the ordinances of the Village authorizing the issuance of bonds payable from the Revenues, but not including this Ordinance or any other ordinance authorizing the issuance of Additional Bonds.

“Future Revenue Bonds” means (a) any bonds issued in the future payable solely from the Revenues; (b) any bonds issued in the future on a parity with respect to any Future Revenue Bonds which shall then previously have been issued; (c) any bonds payable from the Revenues used to refund Future Revenue Bonds at such time and in such manner that none of said Future Revenue Bonds remains “outstanding” as such term is defined in the applicable Future Bond Ordinance after such refunding; and (d) any subordinate lien revenue bonds issued under the terms of any Future Bond Ordinance, but not including Bonds or Additional Bonds.

“IRC” means the Internal Revenue Code of 1986, as amended.

“Operation and Maintenance Costs” means all costs of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, purchase of water and sewage treatment services (including all payments by the Village pursuant to long term contracts for such services as and to the extent provided in such contracts); but excluding debt service, depreciation, or any reserve requirements; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds. The definition of Operation and Maintenance Costs shall also exclude capital improvements or replacements (including meter replacements) or engineering expenses in anticipation thereof or in connection therewith.

“Outstanding” when used with reference to the Bonds, Additional Bonds or Future Revenue Bonds means any of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include any one or more of such bonds (i) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal or redemption price thereof and interest thereon or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal or redemption price of and interest on the Bonds, Additional Bonds or Future Revenue Bonds.

“Pledged Moneys” means the Pledged Revenues and the Pledged Taxes, collectively.

“Pledged Revenues” means the Revenues deposited to the credit of the Alternate Bond and Interest Account after the required deposits and credits have been made to all accounts of the Waterworks Fund having a prior lien on Revenues.

“Pledged Taxes” means the ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds.

“President” means the President of the Village.

“Revenues” means all income from whatever source derived from the System, including (i) investment income; (ii) connection, permit and inspection fees and the like; (iii) penalties and delinquency charges; (iv) capital development, reimbursement, or recovery charges and the like; (v) annexation or pre-annexation charges insofar as designated by the Board as paid for System connection or service; but excluding expressly (a) non-recurring income from the sale of property of the System; (b) governmental or other grants; (c) advances or grants made from the Village;

and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“Treasurer” means the Village Treasurer of the Village.

“Waterworks Alternate Bond” or *“Waterworks Alternate Bonds”* has the same meaning as *“Bond”* or *“Bonds,”* respectively.

“Waterworks Alternate Bond Fund” or *“Bond Fund”* means the Waterworks Alternate Bond Fund created hereunder and further described in Section 12 of this Ordinance.

“Waterworks Fund” means the Waterworks Fund of the Village.

Section 2. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct and complete and does hereby incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds; Determination of Sufficiency. It is necessary and in the best interests of the Village for the Village to undertake the Project for the public health, safety and welfare of the Village, all as described above, and to issue the Bonds to enable the Village to pay the costs thereof. The Determination of Sufficiency and the Audit are hereby approved by the Board.

Section 4. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$_____ upon the credit of the Village and as evidence of such indebtedness to issue the Bonds to said amount, the proceeds of the Bonds to be used for the Project, and it is necessary and for the best interests of the Village that there be issued at this time \$_____ of the Bonds so authorized.

Section 5. Bond Details. There be borrowed on the credit of and for and on behalf of the Village the sum of \$_____ for the purpose aforesaid; and that the Bonds shall be issued in said amount and shall be designated “General Obligation Bonds (Waterworks System

Alternate Revenue Source), Series 2017.” The Bonds shall be dated April 4, 2017, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5,000 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and the Bonds shall become due and payable serially (subject to prior redemption as hereinafter set forth) on January 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2018	\$	%
2019		%
2020		%
2021		%
2022		%
2023		%
2024		%
2025		%
2026		%
2027		%
2028		%
2029		%
2030		%
2031		%
2032		%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, commencing on January 1, 2018. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The

principal of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Village Clerk, and shall have impressed or imprinted thereon the corporate seal of the Village. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners. (a) *General.* The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 5 hereof. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, the Village Clerk and the Finance Director of the Village and the Bond Registrar are each authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "*DTC Participant*") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to

(i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 6 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 6(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 7. Redemption. [(a) *Optional Redemption.*] The Bonds due on and after January 1, 20__, shall be subject to redemption prior to maturity at the option of the Village from any available funds, as a whole or in part, and if in part, in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on January 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[(b) *Mandatory Redemption.* The Bonds due on January 1, 20__, shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__ (maturity)	

The Bonds due on January 1, 20__, shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__ (maturity)	

[The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the Village may determine. In addition,] on or prior to the 60th day preceding any mandatory redemption date, the Bond Registrar may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.]

[(c) *General.*] The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The Village shall, at least forty-five (45) days prior to any redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond

Registrar of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar from the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar, and

(6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed at the option of the Village shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the Village shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial

redemption of any Bond, there shall be prepared for the registered holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

Section 9. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [8] through [___] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KANE
VILLAGE OF NORTH AURORA
GENERAL OBLIGATION BOND
(WATERWORKS SYSTEM ALTERNATE REVENUE SOURCE)
SERIES 2017**

See Reverse Side for Additional Provisions

Interest	Maturity	Dated	
Rate: _____%	Date: January 1, 20__	Date: April 4, 2017	CUSIP: _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of North Aurora, Kane County, Illinois, a municipality and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above, such interest to be payable on January 1, 2018, and semiannually thereafter on January 1 and July 1 of each year until the Principal Amount is paid. The Principal Amount of this Bond is payable in lawful money of the United States of America upon presentation at the principal corporate trust office of Amalgamated Bank of Chicago, Chicago, Illinois, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the

registration books of the Village maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Pledged Taxes, and the segregation of all Pledged Revenues and Pledged Taxes to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Revenues and Pledged Taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance.

[4] FOR THE PROMPT PAYMENT OF THIS BOND, BOTH PRINCIPAL AND INTEREST AT MATURITY, THE FULL FAITH, CREDIT AND RESOURCES OF THE VILLAGE ARE HEREBY IRREVOCABLY PLEDGED.

[5] THE VILLAGE HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

[6] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[7] IN WITNESS WHEREOF the Village of North Aurora, Kane County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed with the signature of its President and attested by the signature of its Village Clerk and its corporate seal to be impressed hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of North Aurora,
Kane County, Illinois

ATTEST:

Village Clerk, Village of North Aurora,
Kane County, Illinois

[SEAL]

Date of Authentication: _____, 2017

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
Amalgamated Bank of Chicago,
Chicago, Illinois

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2017, of the Village of North Aurora, Kane County, Illinois.

AMALGAMATED BANK OF CHICAGO,
as Bond Registrar

By _____ (Manual Signature)
Authorized Officer

[Form of Bond - Reverse Side]

VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS
GENERAL OBLIGATION BOND
(WATERWORKS SYSTEM ALTERNATE REVENUE SOURCE)
SERIES 2017

[8] This Bond and the bonds of the series of which it forms a part (“*Bond*” and “*Bonds*” respectively) are of an authorized issue of \$_____, of like dated date and tenor except as to maturity and rate of interest, and are issued pursuant to applicable provisions of the Illinois Municipal Code, as amended (the “*Municipal Code*”), and the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”). In particular, the Bonds are issued pursuant to Division 129 of Article 11 and Division 4 of Article 8 of the Municipal Code for the purpose of paying the costs of providing certain improvements to the waterworks system of the Village (the “*System*”).

[9] The Bonds are issued pursuant to an original authorizing ordinance passed by the President and Board of Trustees of the Village (the “*Board*”) on the 6th day of February, 2017, and by a more complete bond ordinance passed by the Board on the 20th day of March, 2017 (the “*Ordinance*”), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents. This Bond does not and will not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes (as defined in the Ordinance) shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Pledged Revenues (as hereinafter defined) for a complete Fiscal Year (as defined in the Ordinance).

[10] The Bonds are payable from (a) the net revenues derived from the operation of the System (the “*Pledged Revenues*”), and (b) the Pledged Taxes.

[11] [Bonds of the issue of which this Bond is one due on January 1, 20__, shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__ (maturity)	

[12] [Bonds of the issue of which this Bond is one due on January 1, 20__, shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Bond Registrar, at a redemption price of par plus accrued interest to the redemption date, on January 1 of the years and in the principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
20__	\$
20__ (maturity)	

[13] Bonds of the issue of which this Bond is one due on and after January 1, 20__, shall be subject to redemption prior to maturity at the option of the Village as a whole, or in part in integral multiples of \$5,000 in any order of their maturity as determined by the Village (less than all the Bonds of a single maturity to be selected by lot by the Bond Registrar), on January 1, 20__, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

[14] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books of the Village

maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. When so called for redemption, this Bond will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[15] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[16] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

[17] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 10. Treatment of Bonds As Debt. The Bonds shall be payable from the Pledged Moneys and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 13 hereof, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Debt Reform Act.

Section 11. Continuation of Waterworks Fund; Purpose of Fund. Upon the issuance of the Bonds, the System shall continue to be operated on a Fiscal Year basis. All of the Revenues shall be set aside as collected and be deposited into that certain separate fund and in an account in a bank designated by the Board, which fund has heretofore been created and designated as the "Waterworks Fund" of the Village and is expressly continued hereunder, and which fund shall

constitute a trust fund for the sole purpose of carrying out the covenants, terms, and conditions of this Ordinance and any Future Bond Ordinance, and shall be used only in paying Operation and Maintenance Costs, paying the principal of and interest on all bonds of the Village which by their terms are payable from the Revenues, and providing for the establishment of and expenditure from the respective accounts as described in this Ordinance.

Section 10. Accounts of the Fund; Flow of Funds; Investments. In the Waterworks Fund, there have been created, and there are hereby continued, separate accounts known as the "Operation and Maintenance Account," such other accounts as may be established under Future Bond Ordinances, the "Alternate Bond and Interest Account," and the "General Account," to which there shall be credited on a given day of each month as selected by the Board, without any further official action or direction, in the order in which said accounts are hereinafter mentioned, all moneys held in the Fund, in accordance with the following provisions.

A. *Operation and Maintenance Account.* There shall be credited to the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in said Account, to establish a balance to an amount not less than the amount necessary to pay Operation and Maintenance Costs for the then current month and up to the time of the next monthly accounting for moneys and crediting to accounts. Amounts in said Account shall be used to pay such Operation and Maintenance Costs.

B. Future Bond Ordinances may create additional accounts in the Fund for the payment and security of Future Revenue Bonds. Amounts in the Fund shall be credited to and transferred from said accounts in accordance with the terms of the Future Bond Ordinances.

C. *Alternate Bond and Interest Account.* There shall be paid into the Alternate Bond and Interest Account, in each month, a fractional amount of the interest becoming due on the next succeeding interest payment date on all Outstanding Bonds and Additional Bonds and a fractional amount of the principal becoming due on the next succeeding principal maturity date of all Outstanding Bonds and Additional Bonds until there shall have been accumulated in the Alternate Bond and Interest Account on or before the month preceding such maturity date of interest or principal, an amount sufficient to pay such principal or interest, or both, of all Outstanding Bonds and Additional Bonds. In computing the fractional amount to be set aside each month in said Alternate Bond and Interest Account, the fraction shall be so computed that sufficient

funds will be set aside in said Account and will be available for the prompt payment of such principal of and interest on all Outstanding Bonds and Additional Bonds as the same will become due and shall be *not less than one-sixth of the interest* becoming due on the next succeeding interest payment date and *not less than one-twelfth of the principal* becoming due on the next succeeding principal payment date on all Outstanding Bonds and Additional Bonds until there is sufficient money in said Account to pay such principal or interest or both. Credits to the Alternate Bond and Interest Account may be suspended at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account to and including the next principal payment date, but such credits shall be resumed thereafter and, further, at any time said sum is insufficient for such purpose. All moneys in said Account shall be used only for the purpose of paying interest on and principal of Outstanding Bonds and Additional Bonds.

D. *General Account.* All moneys remaining in the Fund, after crediting the required amounts to be respective accounts hereinabove provided for, shall be credited each month to the General Account. Funds in the General Account shall be used, first, to make up any deficiencies in any of the accounts hereinabove named; and then, for the remainder of all Revenues, at the discretion of the Board, for any lawful System or Village purpose.

Moneys to the credit of the Waterworks Fund may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision. All investment earnings in the Waterworks Fund shall be Revenues.

Section 11. Subordination of Bonds. Future Bond Ordinances may provide for the funding of accounts in the Waterworks Fund having a prior and superior lien on Revenues to the lien of the Alternate Bond and Interest Account. Without limiting the meaning of this provision, such accounts may include an account or a series of accounts for the payment of and reserves for other bonds or obligations of the Village payable from Revenues; operating reserve accounts; renewal, replacement, depreciation, emergency reserve and the like accounts; rate stabilization and like accounts; or capital project accounts. Any such Future Bond Ordinances, or if not applicable, future ordinances of the Village, may provide for the Bonds (and Additional Bonds) to be payable from such other or renamed account of the fund or funds related to the System as may be therein described, *provided, however*, that, in all events, the covenant to provide sufficient Pledged Revenues accumulating as herein provided shall continue to be met.

Section 12. Waterworks Alternate Bond Fund. There is hereby created a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the “Waterworks Alternate Bond Fund (2017)” (the “*Bond Fund*”). The purpose of the Bond Fund is to provide a fund to receive and disburse that portion of the Pledged Taxes for the Bonds. All payments made with respect to the Bonds from the Pledged Revenues shall be made directly from the Alternate Bond and Interest Account (or successor account as hereinabove provided). The Bond Fund constitutes a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance and relating to Pledged Taxes. Any Pledged Taxes received by the Village for the Bonds shall promptly be deposited into the Bond Fund. Such Pledged Taxes on deposit in the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any moneys on deposit in the Alternate Bond and Interest Account.

Section 13. Pledged Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes (the Pledged Taxes):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF:	
2017	\$	for principal and interest up to and including January 1, 2019
2018	\$	for principal and interest
2019	\$	for principal and interest
2020	\$	for principal and interest
2021	\$	for principal and interest
2022	\$	for principal and interest
2023	\$	for principal and interest
2024	\$	for principal and interest
2025	\$	for principal and interest
2026	\$	for principal and interest
2027	\$	for principal and interest
2028	\$	for principal and interest
2029	\$	for principal and interest
2030	\$	for principal and interest

Interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Moneys herein pledged and levied; and when the Pledged Moneys shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Section 14. Filing with County Clerk. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk of The County of Kane, Illinois (the “County Clerk”). The County Clerk shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerk, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of the Bond Fund; and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in

addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 15. Abatement of Pledged Taxes. At the beginning of each calendar year, whenever the Pledged Revenues shall have been determined by the Board to provide an amount not less than 1.00 times debt service of all Outstanding Alternate Bonds in the next succeeding bond year (being July 1 of that calendar year and January 1 of the next subsequent calendar year), the Treasurer shall, prior to the time the Pledged Taxes levied for the prior calendar year are extended, direct the abatement of the Pledged Taxes, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement. Prior to any such abatement, the Pledged Revenues in an amount sufficient to pay the Outstanding Alternate Bonds in the next succeeding bond year shall be irrevocably deposited in the Alternate Bond and Interest Account.

The Village covenants and agrees that it will not direct the County Clerk to abate any other taxes levied for general corporate purposes in a calendar year until sufficient Pledged Revenues have been deposited in the Alternate Bond and Interest Account and the abatement of the Pledged Taxes for such calendar year has been filed with the County Clerk.

There are no Pledged Taxes for levy year 2016.

Section 16. General Covenants. The Village covenants and agrees with the registered owners of the Bonds that, so long as any Bonds remain Outstanding:

A. The Village hereby pledges the Pledged Revenues to the payment of the Bonds, and the Board covenants and agrees to provide for, collect and apply the Pledged Revenues to the payment of the Bonds and the provision of not less than an additional 0.25 times debt service on such Bonds, all in accordance with Section 15 of the Debt Reform Act.

B. The Village will punctually pay or cause to be paid from the Alternate Bond and Interest Account and from the Bond Fund the principal of and interest on the Bonds

in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

C. The Village will pay and discharge, or cause to be paid and discharged, from the Alternate Bond and Interest Account and the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues or Pledged Taxes, or any part thereof, or upon any funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

D. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Revenues, the Pledged Taxes, the Alternate Bond and Interest Account and the Bond Fund.

E. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

F. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

G. As long as any Bonds are Outstanding, the Village will continue to deposit the Pledged Revenues to the Alternate Bond and Interest Account (or successor account) and, if necessary, the Pledged Taxes to the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy the Pledged Taxes and to collect and to segregate the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Taxes can be levied and extended and that the Pledged Revenues and the Pledged Taxes may be collected and deposited to the Alternate Bond and Interest Account and the Bond Fund, respectively, as provided herein.

H. Once issued, the Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, in addition to the Pledged Revenues, from the levy of the Pledged Taxes as provided in the Debt Reform Act.

I. The Village will maintain the System in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with

respect thereto required by the Constitution and laws of the State of Illinois and the United States.

J. The Village will establish and maintain at all times reasonable fees, charges, and rates for the use and service of the System and will provide for the collection thereof and the segregation and application of the Revenues in the manner provided by this Ordinance, sufficient at all times to pay Operation and Maintenance Costs, to provide an adequate depreciation fund, to pay the principal of and interest on all revenue bonds of the Village which by their terms are payable from the Revenues, and to provide for the maintenance and funding of the respective accounts as provided in Section 10 of this Ordinance; it is hereby expressly provided that the pledge and establishment of rates or charges for use of the System shall constitute a continuing obligation of the Village with respect to such establishment and a continuing appropriation of the amounts received.

K. There shall be charged against all users of the System, including the Village, such rates and amounts for water and sewer services as shall be adequate to meet the requirements of this section. Charges for services rendered the Village shall be made against the Village, and payment for the same shall be made monthly from the corporate funds into the Waterworks Fund as revenues derived from the operation of the System; *provided however*, that the Village need not charge itself for such services if in the previous Fiscal Year Revenues not including any payments made by the Village shall have met the requirements of this Ordinance.

L. Within six months following the close of each Fiscal Year, the Village will cause the books and accounts of the System to be audited by independent certified public accountants in accordance with appropriate audit standards. Said audit will be available for inspection by the registered owners of any of the Bonds.

Section 17. Future Revenue Bonds and Additional Bonds. The Village reserves the right to issue Future Revenue Bonds and Additional Bonds without limit *provided* that upon the issuance of such Future Revenue Bonds or Additional Bonds, the Village shall be able to demonstrate in the same manner as provided by the Debt Reform Act as the Debt Reform Act is currently in force that at such time all Outstanding Alternate Bonds could then be issued as if not then having previously been issued; that is, that the requirements of the Debt Reform Act for the issuance of alternate bonds payable from the Revenues shall have been met on such date for all Outstanding Alternate Bonds.

Section 18. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with

the Treasurer, and be by said Treasurer delivered to _____, _____, _____, the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$_____, plus accrued interest to date of delivery, if any; the contract for the sale of the Bonds heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 19. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, shall be deposited to the credit of the Alternate Bond and Interest Account and applied to pay first interest due on the Bonds.

(b) The remaining proceeds shall be set aside in a separate fund hereby created and designated as the "Project Fund (2017)" (the "*Project Fund*"), which the Village shall maintain as a separate and segregated account. Money in said fund shall be withdrawn from time to time as needed for the payment of costs of the Project and paying the fees and expenses incidental thereto, including costs of issuance of the Bonds, and

said money shall be disbursed by the Village from time to time only upon submission to the Village Treasurer of the following:

(i) If such disbursement is for payment to a supplier, materialman, or contractor for work done in connection with the Project, a certificate executed by the engineer or architect in charge of the construction of the Project stating the amount of materials supplied or the nature of the work completed, that such materials have been properly accepted or such work approved by him, the amount due and payable thereon, and the amount remaining to be paid in connection with the Project;

(ii) If such disbursement is for costs of issuance of the Bonds or fees and expenses incidental to the Project, such showings as are required in connection with the usual Village procedures for the disbursement of funds; and

(iii) A duplicate copy of the order signed by an officer of the Village, stating specifically the purpose for which the order is issued and indicating that the payment for which the order is issued has been approved by the Village.

Within sixty (60) days after full depletion of the Project Fund or payment of all costs of the Project, as herein referred to, and as heretofore approved by the Board, the Village Treasurer shall certify to the Board the fact of such depletion or the engineer or architect in responsible charge of the Project shall certify to the Board the fact that the work has been completed according to approved plans and specifications, as applicable, and upon approval of such certification by the Board funds (if any) remaining in the Project Fund shall be credited by the Village Treasurer to the Bond Fund, and the Project Fund shall be closed.

Moneys to the credit of the Project Fund may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision. All investment earnings in the Project Fund shall be credited to the Project Fund.

Section 20. Non-Arbitrage and Tax-Exemption. One purpose of this Section is to set forth various facts regarding the Bonds and to establish the expectations of the Board and the Village as to future events regarding the Bonds and the use of Bond proceeds. The certifications, covenants and representations contained herein and at the time of the Closing are made on behalf of the Village for the benefit of the owners from time to time of the Bonds. In addition to

providing the certifications, covenants and representations contained herein, the Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the hereinafter defined Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. The Board and the Village certify, covenant and represent as follows:

1.1. Definitions. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Section shall have the following meanings unless, in either case, the context or use clearly indicates another or different meaning is intended:

“*Affiliated Person*” means any Person that (a) at any time during the six months prior to the execution and delivery of the Bonds, (i) has more than five percent of the voting power of the governing body of the Village in the aggregate vested in its directors, officers, owners, and employees or, (ii) has more than five percent of the voting power of its governing body in the aggregate vested in directors, officers, board members or employees of the Village or (b) during the one-year period beginning six months prior to the execution and delivery of the Bonds, (i) the composition of the governing body of which is modified or established to reflect (directly or indirectly) representation of the interests of the Village (or for which an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period) or (ii) the composition of the governing body of the Village is modified or established to reflect (directly or indirectly) representation of the interests of such Person (or for which an agreement, understanding, or arrangement relating to such a modification or establishment during that one-year period).

“*Bond Counsel*” means Chapman and Cutler LLP or any other nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“*Bond Fund*” means for purposes of this Section 20 only, the Alternate Bond and Interest Account and the Bond Fund, collectively.

“*Capital Expenditures*” means costs of a type that would be properly chargeable to a capital account under the IRC (or would be so chargeable with a proper election) under federal income tax principles if the Village were treated as a corporation subject to federal income taxation, taking into account the definition of Placed-in-Service set forth herein.

“*Closing*” means the first date on which the Village is receiving the purchase price for the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commingled Fund*” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the IRC is not a Commingled Fund.

“*Control*” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

- (a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or
- (b) to require the use of funds or assets of a Controlled Entity for any purpose.

“*Controlled Entity*” means any entity or one of a group of entities that is subject to Control by a Controlling Entity or group of Controlling Entities.

“*Controlled Group*” means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

“*Controlling Entity*” means any entity or one of a group of entities directly or indirectly having Control of any entities or group of entities.

“*Costs of Issuance*” means the costs of issuing the Bonds, including underwriters’ discount and legal fees[, but not including the fees for the Credit Facility described in paragraph 5.6 hereof].

[“*Credit Facility*” means the municipal bond insurance policy issued by the Credit Facility Provider.]

[“*Credit Facility Provider*” means _____.]

“*De minimis Amount of Original Issue Discount or Premium*” means with respect to an obligation (a) any original issue discount or premium that does not exceed two percent of the stated redemption price at maturity of the Bonds plus (b) any original issue premium that is attributable exclusively to reasonable underwriter’s compensation.

“*External Commingled Fund*” means a Commingled Fund in which the Village and all members of the same Controlled Group as the Village own, in the aggregate, not more than ten percent of the beneficial interests.

“*GIC*” means (a) any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate and (b) any agreement to supply investments on two or more future dates (*e.g.*, a forward supply contract).

“*Gross Proceeds*” means amounts in the Bond Fund and the Project Fund.

“*Net Sale Proceeds*” means amounts actually or constructively received from the sale of the Bonds reduced by any such amounts that are deposited in a reasonably required reserve or replacement fund for the Bonds.

“*Person*” means any entity with standing to be sued or to sue, including any natural person, corporation, body politic, governmental unit, agency, authority, partnership, trust, estate, association, company, or group of any of the above.

“*Placed-in-Service*” means the date on which, based on all facts and circumstances (a) a facility has reached a degree of completion that would permit its operation at substantially its design level and (b) the facility is, in fact, in operation at such level.

“*Preliminary Expenditures*” means architectural, engineering, surveying, soil testing, Costs of Issuance and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of the Project, but do not include any costs related to land acquisition, site preparation and similar costs incident to commencement of construction.

“*Private Business Use*” means any use of the Project by any Person other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal

entitlements to any portion of the Project that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project that is not available for use by the general public.

“Qualified Administrative Costs of Investments” means (a) reasonable, direct administrative costs (other than carrying costs) such as separately stated brokerage or selling commissions but not legal and accounting fees, recordkeeping, custody and similar costs; or (b) all reasonable administrative costs, direct or indirect, incurred by a publicly offered regulated investment company or an External Commingled Fund.

“Qualified Tax Exempt Obligations” means (a) any obligation described in Section 103(a) of the IRC, the interest on which is excludable from gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the IRC; (b) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest which is excludable from gross income under Section 103 of the IRC of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the IRC; and (c) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344.

“Rebate Fund” means the fund, if any, identified and defined in paragraph 4.2 herein.

“Rebate Provisions” means the rebate requirements contained in Section 148(f) of the IRC and in the Regulations.

“Regulations” means United States Treasury Regulations dealing with the tax-exempt bond provisions of the IRC.

“Reimbursed Expenditures” means expenditures of the Village paid prior to Closing to which Sale Proceeds or investment earnings thereon are or will be allocated.

“Reimbursement Allocation” means the act of allocating the amount of Sale Proceeds to reimburse Reimbursed Expenditures.

“Sale Proceeds” means amounts actually or constructively received from the sale of the Bonds, including (a) amounts used to pay underwriters’ discount or compensation and accrued interest, other than accrued interest for a period not greater than one year before Closing but only if it is to be paid within one year after Closing and (b) amounts derived from the sale of any right that is part of the terms of a Bond or is otherwise associated with a Bond (e.g., a redemption right).

“Yield” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price as established in paragraph 5.1 hereof), including accrued interest.

“Yield Reduction Payment” means a rebate payment or any other amount paid to the United States in the same manner as rebate amounts are required to be paid or at such other time or in such manner as the Internal Revenue Service may prescribe that will be treated as a reduction in Yield of an investment under the Regulations.

2.1. *Purpose of the Bonds.* The Bonds are being issued to finance the Project in a prudent manner consistent with the revenue needs of the Village. A breakdown of the sources and uses of funds is set forth in the preceding Section of this Ordinance. At least 75% of the sum of (i) Sale Proceeds plus (ii) investment earnings thereon during the period ending on the date of completion of the Project, less (iii) Costs of Issuance paid from Sale Proceeds or investment earnings thereon, less (iv) Sale Proceeds or investment earnings thereon deposited in a reasonably required reserve or replacement fund, are expected to be used for construction purposes with respect to property owned by a governmental unit or a Section 501(c)(3) organization. Except for any accrued interest on the Bonds used to pay first interest due on the Bonds, no proceeds of the Bonds will be used more than 30 days after the date of issue of the Bonds for the purpose of paying any principal or interest on any issue of bonds, notes, certificates or warrants or on any installment contract or other obligation of the Village or for the purpose of replacing any funds of the Village used for such purpose.

2.2. *The Project — Binding Commitment and Timing.* The Village has incurred or will, within six months of the Closing, incur a substantial binding obligation (not subject to contingencies within the control of the Village or any member of the same Controlled Group as the Village) to a third party to expend at least five percent of the Net Sale Proceeds on the Project. It is expected that the work of acquiring and constructing the Project and the expenditure of amounts deposited into the Project Fund will continue to proceed with due diligence through April 4, 2020, at which time it is anticipated that all Sale Proceeds and investment earnings thereon will have been spent.

Section 2.3. *Reimbursement.* Except for Reimbursed Expenditures, none of the Sale Proceeds or investment earnings thereon will be used to reimburse the Village for an expenditure paid prior to the date of Closing.

The Village is making the Reimbursement Allocation to allocate a portion of the Sale Proceeds to the Reimbursed Expenditures incurred in connection with acquiring, constructing, renovating, improving and equipping the Project and will, after such Reimbursement Allocation, treat such proceeds as being spent. In support of the Reimbursement Allocation, the Village represents as follows:

(a) Except as described in (f) below, the Village declared an official intent to reimburse such expenditures on December 19, 2016, the same being not later than 60 days after the date such expenditures were paid. At the time the official intent described above was declared, the Village reasonably expected to reimburse the non-Preliminary Expenditures related thereto with the proceeds of a future borrowing. With respect to expenditures paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the Village hereby declares its intent to reimburse such expenditures as identified in the description of the Project contained herein. The Village hereby allocates Sale Proceeds in an amount not to exceed \$6,200,000 to reimburse the Reimbursed Expenditures;

(b) Except as described in (f) below, the Closing is within three years after the later of (i) the first date on which a Reimbursed Expenditure was paid or (ii) the first date on which the property relating to a Reimbursed Expenditure was Placed-in-Service;

(c) All Reimbursed Expenditures represent Capital Expenditures or Costs of Issuance;

(d) The Village acknowledges that if within one year after Closing the Village deposits any money or other property into any fund or account (other than amounts deposited into a bona fide debt service fund) to pay principal of or interest on the Bonds or any other tax-exempt obligations in an amount corresponding to Gross Proceeds used to reimburse a Reimbursed Expenditure (unless such money or other property constitutes proceeds of a borrowing by the Village), it may adversely affect the tax-exempt status of the Bonds. The Village further acknowledges that it has covenanted not to take any action that would cause interest on the Bonds to become includable in the gross income of the holders thereof for federal income tax purposes;

(e) No Reimbursement Allocation will employ any action that results in the Village issuing more Bonds, issuing Bonds earlier, or allowing Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds, based upon all of the facts and circumstances;

(f) The restrictions in (a) and (b) above do not apply to (i) an amount of Preliminary Expenditures that does not exceed 20% of the Sale Proceeds being used to finance the portion of the Project with respect to which the Preliminary Expenditures were incurred, (ii) Costs of Issuance or (iii) an amount not in excess of the lesser of \$100,000 or five percent of the Sale Proceeds; and

(g) None of the Reimbursed Expenditures have been previously paid with proceeds of debt.

2.4. *Working Capital.* All Sale Proceeds and investment earnings thereon will be used, directly or indirectly, to finance Capital Expenditures other than the following:

(a) an amount not to exceed five percent of the Sale Proceeds for working capital expenditures directly related to Capital Expenditures financed by the Bonds;

(b) payments of interest on the Bonds for a period commencing at Closing and ending on the later of the date three years after Closing or one year after the date on which the Project is Placed-in-Service;

(c) Costs of Issuance and Qualified Administrative Costs of Investments;

(d) payments of rebate or Yield Reduction Payments made to the United States under the Regulations;

(e) principal of or interest on the Bonds paid from unexpected excess Sale Proceeds and investment earnings thereon; [and]

[(f) fees for the Credit Facility; and]

(g) investment earnings that are commingled with substantial other revenues and are expected to be allocated to expenditures within six months.

2.5. *Consequences of Contrary Expenditure.* The Village acknowledges that if Sale Proceeds and investment earnings thereon are spent for non-Capital Expenditures other than as permitted by paragraph 2.4 hereof, a like amount of then available funds of the Village will be treated as unspent Sale Proceeds.

2.6. *Investment of Bond Proceeds.* Not more than 50% of the Sale Proceeds and investment earnings thereon are or will be invested in investments (other than Qualified Tax Exempt Obligations) having a Yield that is substantially guaranteed for four years or more. No portion of the Bonds is being issued solely for the purpose of investing a portion of Sale Proceeds or investment earnings thereon at a Yield higher than the Yield on the Bonds.

It is expected that the Sale Proceeds deposited into the Project Fund, including investment earnings on the Project Fund, will be spent to pay costs of the Project and interest on the Bonds not later than the date set forth in paragraph 2.2 hereof, the investment earnings on the Bond Fund will be spent to pay interest on the Bonds, or to the extent permitted by law, investment earnings on amounts in the Project Fund and the Bond Fund will be commingled with substantial revenues from the governmental operations of the Village, and the earnings are reasonably expected to be spent for governmental purposes within six months of the date earned. Interest earnings on the Project Fund and the Bond Fund have not been earmarked or restricted by the Board for a designated purpose.

2.7. *No Grants.* None of the Sale Proceeds or investment earnings thereon will be used to make grants to any person.

2.8. *Hedges.* Neither the Village nor any member of the same Controlled Group as the Village has entered into or expects to enter into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds. The Village acknowledges that any such hedge could affect, among other things, the calculation of Bond Yield under the Regulations. The Internal Revenue Service could recalculate Bond Yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

The Village also acknowledges that if it acquires a hedging contract with an investment element (including *e.g.* an off-market swap agreement, or any cap agreement for which all or a portion of the premium is paid at, or before the effective date of the cap agreement), then a portion of such hedging contract may be treated as an investment of Gross Proceeds of the Bonds, and be subject to the fair market purchase price rules, rebate and yield restriction. The Village agrees not to use proceeds of the Bonds to pay for any such hedging contract in whole or in part. The Village also agrees that it will not give any assurances to any Bond holder[, the Credit Facility Provider,] or any [other] credit or liquidity enhancer with respect to the Bonds that any such hedging contract will be entered into or maintained. The Village recognizes that if a portion of a hedging contract is determined to be an investment of gross proceeds, such portion may not be fairly priced even if the hedging contract as a whole is fairly priced.

2.9. *Internal Revenue Service Audits.* The Village represents that the Internal Revenue Service has not contacted the Village regarding any obligations issued by or on behalf of the Village. To the best of the knowledge of the Village, no such obligations of the Village are currently under examination by the Internal Revenue Service.

3.1. *Use of Proceeds.* (a) The use of the Sale Proceeds and investment earnings thereon and the funds held under this Ordinance at the time of Closing are described in the preceding Section of this Ordinance. No Sale Proceeds will be used to pre-pay for goods or services to be received over a period of years prior to the date such goods or services are to be received[, except for any payment to the Credit Facility Provider]. No Sale Proceeds or any investment earnings thereon will be used to pay for or otherwise acquire goods or services from an Affiliated Person.

(b) Only the funds and accounts described in said Section will be funded at Closing. There are no other funds or accounts created under this Ordinance, other than the Rebate Fund if it is created as provided in paragraph 4.2 hereof.

(c) Principal of and interest on the Bonds will be paid from the Bond Fund.

(d) Any Costs of Issuance incurred in connection with the issuance of the Bonds to be paid by the Village at the time of Closing.

(e) The costs of the Project will be paid from the Project Fund and no other moneys (except for investment earnings on amounts in the Project Fund) are expected to be deposited therein.

3.2. *Purpose of Bond Fund.* The Bond Fund will be used primarily to achieve a proper matching of revenues and earnings with principal and interest payments on the Bonds in each bond year. It is expected that the Bond Fund will be depleted at least once a year, except for a reasonable carry over amount not to exceed the greater of (a) the earnings on the investment of moneys in the Bond Fund for the immediately preceding bond year or (b) 1/12th of the principal and interest payments on the Bonds for the immediately preceding bond year.

3.3. *No Other Gross Proceeds.* (a) Except for the Bond Fund and the Project Fund, and except for investment earnings that have been commingled as described in paragraph 2.6 and any credit enhancement or liquidity device related to the Bonds, after the issuance of the Bonds, neither the Village nor any member of the same Controlled Group as the Village has or will have any property, including cash, securities or will have any property, including cash, securities or any other property held as a passive vehicle for the production of income or for investment purposes, that constitutes:

(i) Sale Proceeds;

(ii) amounts in any fund or account with respect to the Bonds (other than the Rebate Fund);

(iii) amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the Bonds were not used or to be used for that governmental purpose (the mere availability or preliminary earmarking of such amounts for a governmental purpose, however, does not itself establish such a sufficient nexus);

(iv) amounts in a debt service fund, redemption fund, reserve fund, replacement fund or any similar fund to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bonds or any amounts for which there is provided, directly or indirectly, a reasonable assurance that the amount will be available to pay principal of or interest on the Bonds or any obligations under any credit enhancement or liquidity device with respect to the Bonds, even if the Village encounters financial difficulties;

(v) any amounts held pursuant to any agreement (such as an agreement to maintain certain levels of types of assets) made for the benefit of the Bondholders or any credit enhancement provider, including any liquidity device or negative pledge (e.g., any amount pledged to pay principal of or interest on an issue held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of holders of the Bonds or a guarantor of the Bonds); or

(vi) amounts actually or constructively received from the investment and reinvestment of the amounts described in (i) or (ii) above.

(b) No compensating balance, liquidity account, negative pledge of property held for investment purposes required to be maintained at least at a particular level or similar arrangement exists with respect to, in any way, the Bonds or any credit enhancement or liquidity device related to the Bonds.

(c) The term of the Bonds is not longer than is reasonably necessary for the governmental purposes of the Bonds. The average reasonably expected economic life of the Project is at least 15 years. The weighted average maturity of the Bonds does not exceed 15 years and does not exceed 120 percent of the average reasonably expected economic life of the Project. The maturity schedule of the Bonds (the "*Principal Payment Schedule*") is based on an analysis of revenues expected to be available to pay debt service on the Bonds. The Principal Payment Schedule is not more rapid (*i.e.*, having a lower average maturity) because a more rapid schedule would place an undue burden on tax rates and cause such rates to be increased beyond prudent levels, and would be inconsistent with the governmental purpose of the Bonds as set forth in paragraph 2.1 hereof.

4.1. Compliance with Rebate Provisions. The Village covenants to take such actions and make, or cause to be made, all calculations, transfers and payments that may be necessary to comply with the Rebate Provisions applicable to the Bonds. The Village will make, or cause to be made, rebate payments with respect to the Bonds in accordance with law.

4.2. Rebate Fund. The Village is hereby authorized to create and establish a special fund to be known as the Rebate Fund (the "*Rebate Fund*"), which, if created, shall be continuously held, invested, expended and accounted for in accordance with this Ordinance. Moneys in the Rebate Fund shall not be considered moneys held for the benefit of the owners of the Bonds. Except as provided in the Regulations, moneys in the Rebate Fund (including earnings and deposits therein) shall be held in trust for payment to the United States as required by the Rebate Provisions and by the Regulations and as contemplated under the provisions of this Ordinance.

4.3. Records. The Village agrees to keep and retain or cause to be kept and retained until six years (three years for the records required by paragraph 4.4(c) hereof) after the Bonds are paid in full adequate records with respect to the investment of all Gross Proceeds and amounts in the Rebate Fund. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

If any investment becomes Gross Proceeds on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes Gross Proceeds. If any investment is

retained after the date the last Bond is retired, the records required to be kept shall include the fair market value of such investment on the date the last Bond is retired. Amounts or investments will be segregated whenever necessary to maintain these records.

4.4. Fair Market Value; Certificates of Deposit and Investment Agreements. The Village will continuously invest all amounts on deposit in the Rebate Fund, together with the amounts, if any, to be transferred to the Rebate Fund, in any investment permitted under this Ordinance. In making investments of Gross Proceeds or of amounts in the Rebate Fund the Village shall take into account prudent investment standards and the date on which such moneys may be needed. Except as provided in the next sentence, all amounts that constitute Gross Proceeds and all amounts in the Rebate Fund shall be invested at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

Gross Proceeds and any amounts in the Rebate Fund that are invested in certificates of deposit or in GICs shall be invested only in accordance with the following provisions:

(a) Investments in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal shall be made only if either (i) the Yield on the certificate of deposit (A) is not less than the Yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest Yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public or (ii) the investment is an investment in a GIC and qualifies under paragraph (b) below.

(b) Investments in GICs shall be made only if

(i) the bid specifications are in writing, include all material terms of the bid and are timely forwarded to potential providers (a term is material if it may directly or indirectly affect the yield on the GIC);

(ii) the terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to reduce the yield on the GIC);

(iii) all bidders for the GIC have equal opportunity to bid so that, for example, no bidder is given the opportunity to review others bids (a last look) before bidding;

(iv) any agent used to conduct the bidding for the GIC does not bid to provide the GIC;

(v) at least three of the providers solicited for bids for the GIC are reasonably competitive providers of investments of the type purchased (*i.e.*, providers that have established industry reputations as competitive providers of the type of investments being purchased);

(vi) at least three of the entities that submit a bid do not have a financial interest in the Bonds;

(vii) at least one of the entities that provided a bid is a reasonably competitive provider that does not have a financial interest in the Bonds;

(viii) the bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Village or any other person (whether or not in connection with the Bonds) and that the bid is not being submitted solely as a courtesy to the Village or any other person for purposes of satisfying the federal income tax requirements relating to the bidding for the GIC;

(ix) the determination of the terms of the GIC takes into account the reasonably expected deposit and drawdown schedule for the amounts to be invested;

(x) the highest-yielding GIC for which a qualifying bid is made (determined net of broker's fees) is in fact purchased; and

(xi) the obligor on the GIC certifies the administrative costs that it is paying or expects to pay to third parties in connection with the GIC.

(c) If a GIC is purchased, the Village will retain the following records with its bond documents until three years after the Bonds are redeemed in their entirety:

(i) a copy of the GIC;

(ii) the receipt or other record of the amount actually paid for the GIC, including a record of any administrative costs paid, and the certification under subparagraph (b)(xi) of this paragraph;

(iii) for each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; and

(iv) the bid solicitation form and, if the terms of the GIC deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

Moneys to be rebated to the United States shall be invested to mature on or prior to the anticipated rebate payment date. All investments made with Gross Proceeds or amounts in the Rebate Fund shall be bought and sold at fair market value. The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction. Except for investments specifically described in this Section and United States Treasury obligations that are purchased directly from the United States Treasury, only investments that are traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the IRC, will be purchased with Gross Proceeds. In general, an "established securities market" includes: (i) property that is listed on a national securities exchange, an interdealer quotation system or certain foreign exchanges; (ii) property that is traded on a Commodities Futures Trading Commission designated board of trade or an interbank market; (iii) property that appears on a quotation medium; and (iv) property for which price quotations are readily available from dealers and brokers. A debt instrument is not treated as traded on an established market solely because it is convertible into property which is so traded.

An investment of Gross Proceeds in an External Commingled Fund shall be made only to the extent that such investment is made without an intent to reduce the amount to be rebated to the United States Government or to create a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the rebate or Yield restriction requirements not been relevant to the Village. An investment of Gross Proceeds shall be made in a Commingled Fund other than an External Commingled Fund only if the investments made by such Commingled Fund satisfy the provisions of this paragraph.

A single investment, or multiple investments awarded to a provider based on a single bid may not be used for funds subject to different rules relating to rebate or yield restriction.

The foregoing provisions of this paragraph satisfy various safe harbors set forth in the Regulations relating to the valuation of certain types of investments. The safe harbor provisions of this paragraph are contained herein for the protection of the Village, who has covenanted not to take any action to adversely affect the tax-exempt status of the interest on the Bonds. The Village will contact Bond Counsel if it does not wish to comply with the provisions of this paragraph and forego the protection provided by the safe harbors provided herein.

4.5. Arbitrage Elections. The President, the Village Clerk and the Treasurer are hereby authorized to execute one or more elections regarding certain matters with respect to arbitrage.

5.1. *Issue Price.* For purposes of determining the Yield on the Bonds, the purchase price of the Bonds is equal to the first offering price (including accrued interest) at which the Purchaser sold at least ten percent of the principal amount of each maturity of the Bonds to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). All of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) at prices equal to those set forth in the Official Statement. Based upon prevailing market conditions, such prices are not less than the fair market value of each Bond as of the sale date for the Bonds.

5.2. *Yield Limits.* Except as provided in paragraph (a) or (b), all Gross Proceeds shall be invested at market prices and at a Yield (after taking into account any Yield Reduction Payments) not in excess of the Yield on the Bonds plus, if only for amounts in the Project Fund are subject to this yield limitation, 1/8th of one percent.

The following may be invested without Yield restriction:

- (a)(i) amounts on deposit in the Bond Fund (except for capitalized interest) that have not been on deposit under the Ordinance for more than 13 months, so long as the Bond Fund continues to qualify as a bona fide debt service fund as described in paragraph 3.2 hereof;

- (ii) amounts on deposit in the Project Fund that are reasonably expected to pay for the costs of the Project, costs of issuance of the Bonds, or interest on the Bonds during the three year period beginning on the date of issue of the Bonds prior to three years after Closing;

- (iii) amounts in the Bond Fund to be used to pay capitalized interest on the Bonds prior to the earlier of three years after Closing or the payment of all capitalized interest;

- (b)(i) An amount not to exceed the lesser of \$100,000 or five percent of the Sale Proceeds;

- (ii) amounts invested in Qualified Tax Exempt Obligations (to the extent permitted by law and this Ordinance);

- (iii) amounts in the Rebate Fund;

- (iv) all amounts other than Sale Proceeds for the first 30 days after they become Gross Proceeds; and

- (v) all amounts derived from the investment of Sale Proceeds or investment earnings thereon for a period of one year from the date received.

5.3. *Continuing Nature of Yield Limits.* Except as provided in paragraph 7.9 hereof, once moneys are subject to the Yield limits of paragraph 5.2 hereof, such moneys remain Yield restricted until they cease to be Gross Proceeds.

5.4. *Federal Guarantees.* Except for investments meeting the requirements of paragraph 5.2(a) hereof, investments of Gross Proceeds shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury, or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank, as amended (*e.g.*, Refcorp Strips)); or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the IRC). Except as otherwise permitted in the immediately prior sentence and in the Regulations, no portion of the payment of principal or interest on the Bonds or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof), including a lease, incentive payment, research or output contract or any similar arrangement, agreement or understanding with the United States or any agency or instrumentality thereof. No portion of the Gross Proceeds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). Neither this paragraph nor paragraph 5.5 hereof applies to any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

5.5. *Investments After the Expiration of Temporary Periods, Etc.* After the expiration of the temporary period set forth in paragraph 5.2(a)(ii) hereof, amounts in the Project Fund may not be invested in (i) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the IRC) or (ii) investments constituting obligations of or guaranteed, directly or indirectly, by the United States (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips). Any other amounts that are subject to the yield limitation in paragraph 5.2 hereof because paragraph 5.2(a) hereof is not applicable and amounts not subject to yield restriction only because they are described in paragraph 5.2(b) hereof, are also subject to the limitation set forth in the preceding sentence.

[5.6. *Treatment of Certain Credit Facility Fees.* The fee paid to the Credit Facility Provider with respect to the Credit Facility may be treated as interest in computing Bond Yield.

Neither the Village nor any member of the same Controlled Group as the Village is a Related Person as defined in Section 144(a)(3) of the IRC to the Credit Facility Provider. The fee paid to the Credit Facility Provider does not exceed ten percent of the Sale Proceeds. Other than the fee paid to the Credit Facility Provider, neither the Credit

Facility Provider nor any person who is a Related Person to the Credit Facility Provider within the meaning of Section 144(a)(3) of the IRC will use any Sale Proceeds or investment earnings thereon. The fee paid for the Credit Facility does not exceed a reasonable, arm's length charge for the transfer of credit risk. The fee does not include any payment for any direct or indirect services other than the transfer of credit risk.]

6.1. Payment and Use Tests. (a) No more than five percent of the Sale Proceeds plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any Private Business Use. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(b) The payment of more than five percent of the principal of or the interest on the Bonds will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any Private Business Use or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not to the Village or a member of the same Controlled Group as the Village) in respect of property, or borrowed money, used or to be used in any Private Business Use.

(c) No more than the lesser of five percent of the sum of the Sale Proceeds and investment earnings thereon or \$5,000,000 will be used, directly or indirectly, to make or finance loans to any persons. The Village acknowledges that, for purposes of the preceding sentence, Gross Proceeds used to pay costs of issuance and other common costs (such as capitalized interest and fees paid for a qualified guarantee or qualified hedge) or invested in a reserve or replacement fund must be ratably allocated among all the purposes for which Gross Proceeds are being used.

(d) No user of the Project other than a state or local governmental unit will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public.

6.2. I.R.S. Form 8038-G. The information contained in the Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, is true and complete. The Village will file Form 8038-G (and all other required information reporting forms) in a timely manner.

6.3. Bank Qualification. (a) The Village hereby designates each of the Bonds as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the IRC. In support of such designation, the Village hereby certifies that (i) none of the Bonds will be at anytime a "private activity bond" (as defined in Section 141 of the IRC) other than a "qualified 501(c)(3) bond" (as defined in Section 145 of the IRC), (ii) as of the date hereof in calendar year 2017, the Village has not issued any tax-exempt obligations of any kind other than the Bonds nor have any tax-exempt obligations of any kind been issued on behalf of the Village and (iii) not more

than \$10,000,000 of obligations of any kind (including the Bonds) issued by or on behalf of the Village during calendar year 2017 will be designated for purposes of Section 265(b)(3) of the IRC.

(b) The Village is not subject to Control by any entity, and there are no entities subject to Control by the Village.

(c) On the date hereof, the Village does not reasonably anticipate that for calendar year 2017 it will issue any Section 265 Tax-Exempt Obligations (other than the Bonds), or that any Section 265 Tax-Exempt Obligations will be issued on behalf of it. “*Section 265 Tax-Exempt Obligations*” are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the IRC, *except for* private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the IRC. The Village will not issue or permit the issuance on behalf of it or by any entity subject to Control by the Village (which may hereafter come into existence) of Section 265 Tax-Exempt Obligations (including the Bonds) that exceed the aggregate amount of \$10,000,000 during calendar year 2017 unless it first obtains an opinion of Bond Counsel to the effect that such issuance will not adversely affect the treatment of the Bonds as “qualified tax-exempt obligations” for the purposes and within the meaning of Section 265(b)(3) of the IRC.

7.1. Termination; Interest of Village in Rebate Fund The terms and provisions set forth in this Section shall terminate at the later of (a) 75 days after the Bonds have been fully paid and retired or (b) the date on which all amounts remaining on deposit in the Rebate Fund, if any, shall have been paid to or upon the order of the United States and any other payments required to satisfy the Rebate Provisions of the IRC have been made to the United States. Notwithstanding the foregoing, the provisions of paragraph 4.3 hereof shall not terminate until the sixth anniversary of the date the Bonds are fully paid and retired, and the provisions of paragraphs 4.4(c) and 7.9 hereof shall not terminate until the third anniversary of the date the Bonds are fully paid and retired.

7.2. Separate Issue. Since a date that is 15 days prior to the date of sale of the Bonds by the Village to the Purchaser, neither the Village nor any member of the same Controlled Group as the Village has sold or delivered any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds. Neither the Village nor any member of the same Controlled Group as the Village will sell or deliver within 15 days after the date of sale of the Bonds any tax-exempt obligations other than the Bonds that are reasonably expected to be paid out of substantially the same source of funds as the Bonds.

7.3. No Sale of the Project. (a) Other than as provided in the next sentence, neither the Project nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity date of the Bonds. The Village may dispose of personal property in the ordinary course of an established government program

prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property (determined on the date of issuance of the Bonds) or (ii) the last maturity of the Bonds, provided: (A) the weighted average maturity of the Bonds financing the personal property is not greater than 120 percent of the reasonably expected actual use of that property for governmental purposes; (B) the Village reasonably expects on the issue date that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the Village deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the Village reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The Village acknowledges that if Bond-financed property is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent the Bonds from becoming private activity bonds. The Village shall promptly contact Bond Counsel if a sale or other disposition of bond-financed property is considered by the Village.

7.4. Purchase of Bonds by Village. The Village will not purchase any of the Bonds except to cancel such Bonds.

7.5. First Call Date Limitation. The period between the date of Closing and the first call date of the Bonds is not more than 10-1/2 years.

7.6. Registered Form. The Village recognizes that Section 149(a) of the IRC requires the Bonds to be issued and to remain in fully registered form in order that interest thereon be exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

7.7. First Amendment. The Village acknowledges and agrees that it will not use, or allow the Project to be used, in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America or by any comparable provisions of the Constitution of the State of Illinois.

7.8. Future Events. The Village acknowledges that any changes in facts or expectations from those set forth herein may result in different Yield restrictions or rebate requirements from those set forth herein. The Village shall promptly contact Bond Counsel if such changes do occur.

7.9. Record Retention. The Village agrees to keep and retain or cause to be kept and retained sufficient records to support the continued exclusion of the interest paid on the Bonds from federal income taxation and to show that all tax-exempt Bond related returns submitted to the Internal Revenue Service are correct. Such records shall include, but are not limited to, basic records relating to the Bond transaction (including this

Ordinance and the Bond Counsel opinion); documentation evidencing the expenditure of Bond proceeds; documentation evidencing the use of Bond-financed property by public and private sources (*i.e.*, copies of management contracts and research agreements); documentation evidencing all sources of payment or security for the Bonds; and documentation pertaining to any investment of Bond proceeds (including the purchase and sale of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and rebate calculations). Such records shall be kept for as long as the Bonds are outstanding, plus three (3) years after the later of the final redemption date of the Bonds or the final redemption date of any obligations or series of obligations issued to refund all or a portion of the Bonds.

7.10. Permitted Changes; Opinion of Bond Counsel. The Yield restrictions contained in paragraph 5.2 hereof or any other restriction or covenant contained herein need not be observed or may be changed if such nonobservance or change will not result in the loss of any exemption for the purpose of federal income taxation to which interest on the Bonds is otherwise entitled and the Village receives an opinion of Bond Counsel to such effect. Unless the Village otherwise directs, such opinion shall be in such form and contain such disclosures and disclaimers as may be required so that such opinion will not be treated as a covered opinion or a state or local bond opinion for purposes of Treasury Department regulations governing practice before the Internal Revenue Service (Circular 230) 31 CFR Part 10.

7.11. Successors and Assigns. The terms, provisions, covenants and conditions of this Section shall bind and inure to the benefit of the respective successors and assigns of the Board and the Village.

7.12. Expectations. The Board has reviewed the facts, estimates and circumstances in existence on the date of issuance of the Bonds. Such facts, estimates and circumstances, together with the expectations of the Village as to future events, are set forth in summary form in this Section. Such facts and estimates are true and are not incomplete in any material respect. On the basis of the facts and estimates contained herein, the Village has adopted the expectations contained herein. On the basis of such facts, estimates, circumstances and expectations, it is not expected that Sale Proceeds, investment earnings thereon or any other moneys or property will be used in a manner that will cause the Bonds to be arbitrage bonds within the meaning of the Rebate Provisions and the Regulations. Such expectations are reasonable and there are no other facts, estimates and circumstances that would materially change such expectations.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President and the Village Clerk, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 21. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 22. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 23. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President on advice of counsel, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this section.

Section 24. Continuing Disclosure Undertaking. The President is hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same form as now before the Village, or with such changes therein as the officer executing the Continuing Disclosure Undertaking on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding upon the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village 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 the Continuing Disclosure Undertaking as executed.

Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 25. Defeasance. Bonds which are no longer Outstanding Bonds as defined in this Ordinance shall cease to have any lien on or right to receive or be paid from Pledged Revenues and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security for the Bonds in the Pledged Revenues.

Section 26. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 27. 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 28. Repealer. 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.

Section 29. Effective Date. This Ordinance shall be effective immediately.

ADOPTED by the President and Board of Trustees on March 20, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on March 20, 2017.

President,
Village of North Aurora,
Kane County, Illinois

RECORDED in the Village Records on March 20, 2017.

Attest:

Village Clerk,
Village of North Aurora,
Kane County, Illinois

Trustee _____ moved and Trustee _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, including a public recital of the nature of the matter being considered and other information that informed the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following Trustees voted AYE: _____

NAY: _____

Whereupon the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of North Aurora, Kane County, Illinois (the "*Village*"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees thereof (the "*Board*").

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 20th day of March, 2017, insofar as same relates to the adoption of Ordinance No. _____ entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2017, of the Village of North Aurora, Kane County, Illinois, for the purpose of providing certain improvements to the waterworks system of the Village, prescribing the details of said bonds and providing for collection, segregation and application of the waterworks system revenues to the payment of said bonds and the levy of taxes to pay said bonds if such revenues are insufficient and providing for the sale of said bonds to the purchaser thereof.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were taken openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict accordance with the provisions of the Illinois Municipal Code, as amended, and the Open Meetings Act of the State of Illinois, as amended, and that the Board has complied with all of the applicable provisions of said Code and said Act and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 20th day of March, 2017.

(SEAL)

Village Clerk, Village of North Aurora,
Kane County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, (the “*County*”), and as such officer I do hereby certify that on the ____ day of _____, 2017, there was filed in my office a duly certified copy of an ordinance numbered _____ and entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Bonds (Waterworks System Alternate Revenue Source), Series 2017, of the Village of North Aurora, Kane County, Illinois, for the purpose of providing certain improvements to the waterworks system of the Village, prescribing the details of said bonds and providing for collection, segregation and application of the waterworks system revenues to the payment of said bonds and the levy of taxes to pay said bonds if such revenues are insufficient and providing for the sale of said bonds to the purchaser thereof.

passed by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, on the 20th day of March, 2017, and approved by the President of said Village; and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the County this ____ day of _____, 2017.

County Clerk of The County of Kane,
Illinois

[SEAL]

Memorandum



To: Steve Bosco, Village Administrator
From: David Hansen, Administrative Intern
Date: 3-2-2017
Re: Comcast Cable Franchise Renewal

The Village's original 12-year non-exclusive local franchise agreement with Comcast to provide cable television in the community was due to expire on August 26, 2014. It was extended by the Village Board twice. The second extension expired on February 26, 2016.

The purpose of the extensions was to give the Village Board the opportunity to further explore the level of Public, Educational and Governmental (PEG) television access desired for the community as well as whether to negotiate a new franchise agreement in partnership with the Southwest Fox Valley Cable Consortium. Since the expiration of the extension, the Southwest Fox Valley Cable Consortium has been working in partnership with the Village to negotiate a new franchise agreement with Comcast on behalf of their four member communities (North Aurora, Plano, Sandwich and Yorkville).

Staff is proposing to renew the non-exclusive local franchise agreement with Comcast for ten (10) years. Per the renewal, the majority of the provisions in the franchise agreement will stay the same. The only major change is regarding the PEG access section and its HD component.

*Attached is the draft ordinance renewing the Village's current cable franchise agreement with Comcast for ten (10) years.

**Also attached is the Comcast Cable Franchise Agreement.

***This topic was discussed at the March 6, 2017 Committee of the Whole meeting and there were no concerns.

**Notice of Public Hearing for
Comcast Cable Franchise
Renewal Agreement**

PUBLIC NOTICE is hereby given that a public hearing shall be conducted on Monday, March 6, 2017, at 7:00 p.m., before the Board of Trustees of the Village of North Aurora, Kane County, Illinois, on a proposed agreement to renew the cable television franchise between the Village and Comcast of Illinois/West Virginia, L.L.C. The proposed franchise agreement has been in negotiation between the Village and Comcast and addresses a variety of issues, including, without limitation, the payment of franchise fees, programming services, and fees to support capital for public access television. This hearing provides the public with an opportunity to comment before the agreement is presented for final action by the Board of Trustees.

The public hearing shall be held in the in the Village Board Meeting Room at 25 E. State Street, North Aurora, Kane County, Illinois, 60542. A copy of the proposed cable television franchise agreement will be available for inspection at the front counter of the Village Hall, which proposed agreement is subject to further revision.

The Board of Trustees will hear public comments on the proposed cable television franchise agreement from all persons interested in being heard. After the close of the hearing, the Board of Trustees will direct such further activities as may be appropriate, and will consider final action on the agreement.

Respectfully submitted,
Date: February 15, 2017
Steve Bosco,
Village Administrator
Published in Daily Herald
February 15, 2017 (4464518)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Bartlett, Batavia, Bensenville, Bloomingdale, Buffalo Grove, Burlington, Campton Hills, Carol Stream, Carpentersville, Cary, Deer Park, Des Plaines, East Dundee, Elburn, Elgin, Elk Grove Village, Elmhurst, Fox Lake, Fox River Grove, Geneva, Gilberts, Glen Ellyn, Glendale Heights, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Itasca, Keeneyville, Kildeer, Lake Barrington, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Lisle, Lombard, Long Grove, Medinah, Mt. Prospect, Mundelein, Naperville, North Aurora, North Barrington, Oakbrook, Oakbrook Terrace, Palatine, Prospect Heights, Rolling Meadows, Roselle, Schaumburg, Sleepy Hollow, South Barrington, South Elgin, St. Charles, Woodridge, Streamwood, Tower Lakes, Vernon Hills, Villa Park, Volo, Warrenville, Wauconda, Wayne, West Chicago, West Dundee, Wheaton, Wheeling, Wildwood, Winfield, Wood Dale, Round Lake Park, Pingree Grove County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 2/15/17 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Daule Baltz*
Authorized Agent

Control # 4464518

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE APPROVING A CABLE FRANCHISE RENEWAL AGREEMENT
WITH COMCAST OF ILLINOIS XIII, L.P.**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2017

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2017
by _____.

Signed _____

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
The
VILLAGE OF NORTH AURORA
And
COMCAST OF ILLINOIS XIII, L.P.

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of North Aurora, Illinois (hereinafter, the "Village") and Comcast of Illinois XIII, L.P. (hereinafter, "Grantee") this day _____ of _____, 2017 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to retransmit the

television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Code" means the Village of North Aurora Municipal Code.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement, and exclude any areas disconnected therefrom.

"Grantee" shall mean Comcast of Illinois XIII, L.P.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental

authority. In the event there is or becomes a conflict between the lists herein described and then applicable generally accepted accounting principles, the latter shall prevail. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Other Programming Service" means information that a Cable Operator makes available to all Subscribers generally.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the Village or its designee, the public, and educational institutions.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced by, for, or made available to any Village residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. §531 and this Agreement. PEG channels shall be used only for non-commercial purposes. Acknowledgement of underwriters and sponsors for the purpose of funding public, educational, and government access related activities is allowed.

"Public Way" shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Right of Way Ordinance" shall mean Title 12 Chapter 20, of the Code, as amended from time to time.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

“Southwest Fox Valley Cable and Telecommunications Consortium” or “Consortium” is the designee of the Village with respect to the operation of Public, Educational and Government Access Programming and related activities and the performance of duties described in that certain Intergovernmental Agreement by and between the members of said Consortium, as amended from time to time.

"Village" means the Village of North Aurora, Illinois or the lawful successor, transferee, designee, or assignee thereof.

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Ordinance/Resolution No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service. In the event this Franchise expires without being renewed or terminated, the terms and conditions described herein shall continue to apply on a month-to-month basis, as long as negotiations continue in good faith and until such time when the franchise is renewed.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be

construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6.Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

2.6.3. Only to the extent the City generally grants an exemption to other similarly situated utilities, and provided that appropriate vehicle safety markings have been deployed, Grantee's vehicles shall be exempt from parking restrictions of the Village only while used in the course of installation, repair and maintenance work on the Cable System. This exemption does not apply to fire lanes or designated handicapped spaces.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 12 Chapter 20 of the Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, the Grantee may petition the Village for a variance from the strict application of the Right of Way Ordinance in the manner described therein. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Within forty-five (45) days of receiving notice from the Village, the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the

relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work, or in the case of Village requests there is money obligated for such purpose.

3.4 Restoration of Private Property. The Grantee shall remove all excess material and restore all turf and terrain and other property within ten (10) business days after any parcel of private property adjacent to the Public Way is disturbed, damaged or destroyed due to construction or maintenance by the Grantee, all to the satisfaction of the Village engineer. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the private property to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section shall be extended a reasonable term by the Village engineer for good cause, as determined in his/her reasonable discretion.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of installation that exceeds a Standard Installation, plus a reasonable rate of return.

4.3. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village, and its designee, in conducting inspections related to these standards upon reasonable prior written request from the Village based on an indicative number of Subscriber complaints.

4.4. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned

developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation — including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" — as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.7. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Title 5, Chapter 51, of the Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and Title 5, Chapter 51, of the Code.

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state

authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards. The Village and Grantee agree that the audit procedures set forth in the Local Government Taxpayer's Bill of Rights Act shall be applicable to any audit of PEG Capital payments as provided for in Section 8.7.7 of this Franchise Agreement.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees or PEG Capital Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. Grantee shall cooperate in responding to any request made upon the Village under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, to the extent a request includes public records in the custody or control of Grantee and are not considered proprietary or confidential in nature. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village as provided for in Section 617 of the Cable Act, 47 U.S.C. §537, and 47 C.F.R. §76.502, or their respective successor in state or Federal law. A transfer of control of the Grantee is defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee

6.2. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.3. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537 and 47 C.F.R. §76.502. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.4. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Title 12 Chapter 20.080 of the Municipal Code. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial Public, Educational and Governmental ("PEG") Access Programming through Grantee's Cable System consistent with the requirements set forth herein. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, 47 U.S.C. §531, as amended from time to time.

8.1.1 As of the Effective Date of this Agreement, the Village utilizes three (3) PEG Channels, which for purposes of reference only are utilized, respectively, for (1) Government Access, (2) Public Access, and (3) Educational Access, including programming produced by and/or for Waubensee Community College. The Grantee shall provide the Village's entire PEG Access programming on the Grantee's Basic Service Tier.

8.2. PEG HD Programming

8.2.1 Annual Meeting to Discuss PEG High-Definition Programming. In recognition of the Village's interest in the future distribution of the PEG Channels in high-definition (HD), Grantee will meet with the Village and/ or its PEG programming designee on an annual basis to discuss:

(i.) The status of each party's respective preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD).

(ii.) The proportion of channels cablecast in SD versus HD.

(iii.) The percentage of HD subscription penetration across Grantee's subscriber base in the member communities of the Consortium.

8.2.2 PEG Channel Migration from SD to HD. On or after the fifth anniversary date of this Agreement, the parties shall migrate PEG Access Programming from SD to HD, but only if all of the following conditions have been met and notice has been given in writing:

(i.) The Consortium is capable of producing and transmitting PEG programming in HD. For purposes of this Agreement, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i. For the first PEG Channel transitioned to HD, the Channel must include a minimum of five (5) hours per day, seven (7) days per-week of HD PEG programming. Prior to the transition of each additional PEG Channel, the Consortium must accumulate a library containing a minimum of one hundred (100) hours of locally produced, original HD content, per channel.

(ii.) Forty-Two percent (42%) of channels comprising the Basic Service Tier are cablecast in HD. For the purpose of calculating this condition, any networks which are simulcast in HD and SD shall be counted as only one channel.

(iii.) The percentage of HD subscription penetration across the Grantee's subscriber base in the Consortium's member communities is equivalent to eighty percent (80%).

8.2.3. If all of the conditions above have been met, Grantee will be provided up to six (6) months to transition the PEG programming on the eligible PEG Channel to HD.

8.2.4. In no instance, shall the PEG Channels be cablecast in both SD and HD.

8.2.5 In the event the metrics haven't been met by the fifth anniversary of this agreement and upon request, the party which has control over the metric measured by the foregoing conditions shall give the other party notice within thirty (30 days) as to whether it has reached attainment or completion of such condition. For example, the Consortium shall give notice to the Grantee for criteria (i) and the Grantee shall give notice to the Village/ City and the Consortium for criteria (ii) and (iii) upon request.

8.3 Village Operation and Control of PEG Channels. The Grantee does not relinquish its ownership of a Channel by designating it for PEG use. However, the PEG Channels are, and shall be, operated by the Village or its designee, and the Village, or its designee, may at any time allocate or reallocate the usage of the PEG Channels among and between different non-commercial uses. The Village or its designee, shall be responsible for establishing, and thereafter enforcing, rules for the noncommercial use of the PEG Access Channels.

8.4 Editorial Control. The Village, or its designee, shall be responsible for the editorial control of the Video Programming on the PEG Channels and the Grantee shall not exercise any editorial control over any use of the PEG Access Channels except to the extent permitted in 47 U.S.C. §531(e). Grantee acknowledges that the Village cooperates with the Southwest Fox Valley Cable and Telecommunications Consortium for the production and programming of the PEG Channel, and agrees to hold each member of the Consortium separately responsible for the editorial content of the programs produced by or for each member. If it is unclear or if an individual member of the Consortium does not take responsibility for particular content the Consortium as a whole will be held responsible.

8.5 Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG Access Programming originated from new facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the Village, or the Consortium, determines that it wants to change or upgrade a location from which PEG Access Programming is currently originated; the Village, or the Consortium in the case of a change or upgrade, will give the Grantee written notice detailing the point of origination and the capability sought. The Grantee agrees to submit a cost estimate to implement the plan within a reasonable period of time, but not longer than sixty (60) days. After an agreement to reimburse the Grantee for its expenditure, including but not limited to the application of PEG Capital Fees, the Grantee will implement any necessary system changes within a reasonable period of time, but not longer than one hundred twenty days (120). For the purpose of this section, the term "originated," shall mean the programming was electronically submitted to Grantee's Cable System from such location.

As of the effective date of this agreement, the origination point for the Southwest Fox Valley Cable and Telecommunications Consortium is located on the campus of Waubensee Community College, State Rt. 47, Sugar Grove. Grantee's duty to operate and maintain the return line shall apply from the output of the transport device located on the premises to the head end.

8.6 PEG Signal Quality. Provided PEG signal feeds are delivered by the Village, or its designee, to the designated signal input point without material degradation, the PEG Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in Section 4.3 of this Agreement.

8.7 Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Channel is not in the public interest, in the event the Village, or its designee, does not completely program a Channel, Grantee may utilize the Channel for its own purposes subject to the terms and conditions described in this section. Grantee shall give the Village, and its designee, notice that any PEG Channel contains unused time, as defined below. If within sixty (60) days of receiving such notice from Grantee the Village, or its designee, neither (i) objects to Grantee's finding in writing, or (ii) causes or permits the elimination of the unused time, Grantee may program unused time on the PEG Channel subject to reclamation from the Village upon no less than sixty (60) days and no more than ninety (90) days notice. Except as otherwise provided herein, the programming of the PEG Channel with text messaging or playback of previously aired programming shall not constitute unused time. A programming schedule that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) consecutive hours, where no PEG programming of any kind can be viewed on a PEG Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

8.8. PEG Access Capital.

8.8.1. At its sole discretion and as provided for herein, the Village, may designate PEG access capital projects to be funded by an external charge (the "PEG Capital Fee") to be passed on to each Subscriber pursuant to Section 622(c) of the Cable Act (47 U.S.C. §542(g)(2)(c)). The PEG Capital Fee shall be collected and paid only for capital costs that are considered lawful under the Cable Act, as amended and as implemented by the Federal Communications Commission.

8.8.2. The Village shall impose any PEG Capital Fee by an ordinance. The PEG Capital Fee shall be specified in the ordinance in the form of a per customer per month charge of up to but not more than fifty-three cents (\$0.53) to be passed on to each Basic Service Subscriber pursuant to Section 622(c) of the Cable Act (47 U.S.C. §542(c)). The ordinance shall also specify the total amount of the PEG Capital Fee to be collected; include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (a "PEG Capital Plan"); and acknowledge a commitment to the provision of sufficient budgetary funding and resources to support PEG Access Programming operations and effective utilization of the PEG Access Channel facilities and equipment set forth in the PEG Capital Plan. The Village, or its designee, may spend the PEG Capital Fee on items not identified in the PEG Capital Plan so long as such expenses are: (i) only capital costs that are considered lawful under the Cable Act, as amended, and as implemented by the Federal Communications Commission; and (ii) identified in the reporting requirements detailed under Section 8.8.6.

8.8.3. Consistent with paragraph 8.8.2 of this Section, the Village or designee may on an annual basis, amend the monthly amount of the PEG Capital Fee to be collected, subject to the maximum rate described in the Ordinance. The Grantee shall implement any amendment to the monthly amount of the PEG Capital Fee within ninety (90) days from receipt of written notice from the Village or its designee.

8.8.4. The Grantee shall collect the PEG Capital Fee and shall make the PEG Capital payments from such sums collected at the same time and in the same manner as Franchise Fee payments, provided the Village may assign the right to receive the PEG Capital Fee payments to its designee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's, written notification to the Grantee of its having adopted the ordinance (or amendment thereto) described in this section. In the event the Village or its designee desires to terminate the collection of the PEG Capital Fee, the Grantee shall remove the PEG Capital Fee from its Subscribers' monthly billing statements within ninety (90) days of the receipt of a written request from the Village or its designee; provided that all PEG Capital Fees that have been collected by the Grantee shall be remitted to the Village, or its designee, as provided for herein. Once terminated, collection of a PEG Capital Fee shall only be reinstated in accordance with the procedures detailed in Section 8.8.2 of this Franchise Agreement.

8.8.5. Consistent with the PEG Capital Plan description of the intended utilization of the PEG Capital Fee, the Village, or its designee, shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village, or its designee, to make capital expenditures. If the Village, or its designee, chooses to borrow from itself or a financial institution, revenue for large PEG capital purchases or capital expenditures, the Village, or its designee, shall be permitted to make periodic repayments using the PEG Capital Fee.

8.8.6. No more frequently than on an annual basis, commencing with the implementation of the PEG Capital Fee, the Village, or its designee, will provide the Grantee a listing of the items purchased and expenditures made from the proceeds of the PEG Capital Fee during the previous 12 month period, solely for the purpose of ensuring the PEG Capital Fee is used for capital costs that are considered lawful under the Cable Act, as amended and as implemented by the Federal Communications Commission. The first such listing shall be provided to the Grantee within thirty (30) days following the first anniversary of the implementation of the PEG Capital Fee, and subsequent listing shall be provided annually thereafter. The Village and Grantee agree and acknowledge that the Village may commingle its PEG Capital Fees with the fees received by other communities which are members of the SFVCTC, or its successor, and the listing of items purchased and expenditures made may be aggregated and is not required to be broken down by the Village from which the revenue is received. The Grantee's sole remedy for the Village's failure to deliver the list shall be to obtain specific performance.

8.8.7. The Village and Grantee acknowledge that the utilization of the PEG Capital Fee shall be subject to audit by the Grantee using procedures consistent with the audit standards set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information), provided the rights and responsibilities of the parties shall be reversed from that described in that statute. Any audit shall be conducted in accordance with generally applicable auditing standards. Any undisputed expenditures made by the Village for purposes other than PEG Capital shall be credited upon discovery of such overpayment until such time when the full value of such expenditures (including time value pursuant to Section 622(b) of the Cable Act [47 U.S.C. Section 542(b)]) has been applied to the PEG Capital Fee liability. The Village and Grantee agree and acknowledge that the Village may commingle its PEG Capital Fees with the fees received by other communities which are members of the

SFVCTC, or its successor, and the Village may assign its responsibility to respond to an audit to the Agency, or its successor.

8.8.8. Unless otherwise agreed to by the Grantee, any PEG Capital Fees remaining at the end of the agreement in the possession of the Village and/or its designee that have not been expended for PEG Capital, shall be credited against PEG Capital Fees required in the subsequent franchise agreement, provided in the event there are no PEG Capital Fees required under the subsequent franchise agreement, such monies shall continue to be obligated only for PEG Capital expenditures.

8.8.9. For any payments owed by Grantee in accordance with this Section which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the PEG Capital Fee liability otherwise accruing under this section.

8.9.10. The Grantee and Village agree that, except as provided in Paragraphs 8.8.7 of this Section, the capital obligations set forth in this Section are not “Franchise Fees” within the meaning of 47 U.S.C. § 542.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with

specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village/ City's ability pursuant to Section 4.7 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Title 5 Chapter 51 of the Code; and, pursuant to Sections 3.1 and 7.1 of this Franchise Agreement and Title 12 Chapter 20 of the Code, to enforce the Grantee's compliance with the Village's Right-of-Way Ordinance. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by

hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

Village of North Aurora
25 E. State St.
North Aurora, Illinois 60542
ATTN: Village President

To the Grantee:

Comcast
1500 McConnor Pkwy
Schaumburg, Illinois 60173
ATTN: Director of Government Affairs

and

Comcast
1701 JFK Blvd.
Philadelphia, PA 19103
ATTN: Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be

competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kane County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement. In the event any provision hereof is nonetheless found by a final, non-appealable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the parties hereto, the parties agree that the change in interpretation and performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of North Aurora:

By: _____

Name: _____

Title: _____

Date:_____

For Comcast of Illinois XIII, L.P.

By:_____

Name: __John Crowley_____

Title: __Regional Senior Vice-President_____

Date:_____

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**ORDINANCE APPROVING A CABLE FRANCHISE RENEWAL AGREEMENT
WITH COMCAST OF ILLINOIS XIII, L.P.**

WHEREAS, Comcast of Illinois XIII, L.P. ("Comcast") is the duly authorized holder of a franchise as the successor in interest to that Franchise Agreement between TCI Illinois Holdings, L.P. A/K/A AT&T Broadband and the Village of North Aurora, Illinois, ("Franchise Agreement") authorizing Comcast to serve the Village and to operate and maintain a cable television system; and

WHEREAS, the existing Franchise Agreement has reached the end of its term and has been extended pending the negotiation and approval of an agreement renewing the franchise; and

WHEREAS, the terms for renewal of the franchise with Comcast have been informally negotiated in keeping with Section 626(h) of Title VI of the Communications Act of 1934, as amended, and agreement on terms for renewal of the franchise with Comcast has been reached and reduced to writing; and

WHEREAS, it is in the public interest to extend and renew the current Franchise on the terms and conditions that have been negotiated.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The Cable Television Franchise Agreement By and Between the Village of North Aurora and Comcast of Illinois XIII, L.P. in the form attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved, and the Village President or his designee is hereby authorized and directed to execute it on behalf of the Village of North and Village staff are hereby authorized and directed to take all necessary and appropriate actions to implement the agreement as written and approved.
3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.
4. This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

VILLAGE OF NORTH AURORA

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Mark Carroll _____

Laura Curtis _____

Chris Faber _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

Memorandum



To: Steve Bosco, Village Administrator

From: David Hansen, Administrative Intern

Date: 3-13-2017

Re: Maintaining Sidewalks regarding IDOT Sidewalk Refinements

The Village has received a letter of understanding from the Illinois Department of Transportation (IDOT) in regards to improving various state routes. Some of the improvements include sidewalk removal, curb and gutter removal and replacement, and the installation of concrete sidewalks and warning signals to conform with the Americans with Disabilities Act (ADA). IDOT will also perform all other work necessary to complete the improvements and will pay all expenses if a relocation of private utilities is necessary. Upon completion, they are asking the Village to maintain all existing sidewalks and all the sidewalks constructed as part of this improvement that are within municipal limits. Per the village engineer, this is a normal sidewalk procedure that the Village undertakes.

North Aurora has various sidewalk locations that will be included in this project. These locations include Route 25, Route 31, and Route 56. More specifically Route 25 at Long Avenue, Route 31 at Marvo Street, John Street, Airport Road, and Route 56 at Laurel Drive and Banbury Road.

*Attached is the letter of understanding from IDOT along with the map of the locations that IDOT are replacing to comply with the ADA regulations.

Letter of Understanding
Village of North Aurora/State of Illinois
Various Routes
State Section No.: 2015-064I
State Job No.: C-91-028-16
State Contract: 62B41
Kane County
LU-117-003

LETTER OF UNDERSTANDING

The State of Illinois, through its Division of Highways, hereinafter referred to as the STATE, is desirous of improving Various State Routes within the VILLAGE OF NORTH AURORA hereinafter referred to as the VILLAGE, in the County of Kane, Illinois, State Section: 2015-064I by making the following improvements:

Sidewalk removal, combination concrete curb and gutter removal and replacement, installation of concrete sidewalks and detectable warnings to conform with Americans with Disabilities Act (ADA), drainage structure and handhole adjustments, placement of pavement markings and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications.

In order that the STATE and the VILLAGE may benefit by this proposed improvement, we are requesting concurrence with the following:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications, and contract.

2. We ask the VILLAGE to sign the plan approval page which is part of this document provide us with a letter approving the plans and specifications as prepared.
3. We ask the VILLAGE not to permit driveway entrance openings to be made in the curb, as constructed, of STATE maintained highways improved as part of our project, without first obtaining our consent.
4. The STATE will cause private utilities to be relocated at no expense to the STATE or VILLAGE.
5. Upon completion of the improvement, the VILLAGE agrees to maintain, or caused to be maintained, all existing sidewalks and all sidewalks constructed as part of this improvement, within the VILLAGE'S municipal limits.

Approval of this Letter of Understanding shall be considered as concurrence with and acceptance of all terms contained herein, and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF NORTH AURORA

By: _____
(Signature)

By: _____
(Print)

Title: Village President

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

Region One Engineer

Date: _____

Job No.: C-91-028-16
LU-117-003

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Various State Routes,
State Section: 2015-064I, the VILLAGE agrees to that portion of the plans and
specifications relative to the VILLAGE's maintenance obligations described herein.

APPROVED _____

DATE: _____

Memorandum



To: Steve Bosco, Village Administrator
From: David Hansen, Administrative Intern
Date: 1-11-17
Re: AT&T Lease Amendment for Princeton Water Tower

The Village's current cell tower lease agreement with AT&T is due to expire on July 31, 2018. AT&T has approached the Village to amend the current Princeton Water Tower lease agreement in regards to extending the term and adjusting the rent. In order to stay consistent, staff reviewed the other cellular leases the Village currently has with Sprint, Verizon, and T-Mobile to determine the lease agreement made with AT&T.

After further analysis, staff proposed an initial term of 5 years with three consecutive 5 year renewals which would bring the total possible duration of the agreement to 20 years. Staff also proposed AT&T a base rent that would increase in the first year by 3.5% to \$4,673.58 and would go up 3.5% on an annual basis. AT&T has agreed to match the extension and rent provided in the most recent lease agreement amendment.

In comparison, the original agreement had an initial term of 10 years with two, 5 year extensions for a total duration of 20 years. The rent was increased 4% annually. The new rent increase of 3.5% a year is in line with other cell lease agreements that average 4%. However, because of the longevity of AT&T utilizing the Princeton Water Tower, their base rent is high compared to all, but one other agreement. The 3.5% annual increase will keep AT&T close to the other cellular companies utilizing the water towers.

Attached is a redline copy of the third amendment to the Princeton Water Tower Lease agreement between the Village of North Aurora and AT&T. Also attached is a copy of the original agreement.

*This topic was discussed at the February 6, 2017 Committee of the Whole meeting and there were no concerns.

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

THIRD AMENDMENT TO SITE AGREEMENT NO. 470

THIS THIRD AMENDMENT TO SITE AGREEMENT NO. 470 ("**Third Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the Village of North Aurora, an Illinois municipal corporation, having a mailing address of 25 East State Street, North Aurora, IL 60542 (hereinafter referred to as "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

WHEREAS, Landlord and Tenant entered into a Site Agreement No. 470 dated April 27, 1998, as amended by First Amendment to Site Agreement dated May 18, 2011, and as further amended by Second Amendment to Water Tower Lease Agreement dated December 20, 2013 (hereinafter, collectively, the "**Agreement**"), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the property ("**Property**") located at 600 Princeton Drive, North Aurora, IL; and

WHEREAS, the term of the Agreement will expire on July 31, 2018, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to adjust the Rent (as defined below) in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**") commencing on August 1, 2018 ("**New Term Commencement Date**"). As of the New Term Commencement Date, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. The Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

"Additional Extension Term" and each such Additional Extension Term shall be considered an "Extended Term" under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Extension Term. The New Initial Term, the Additional Extension Term are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on August 1, 2018, the current rent payable under the Agreement shall be Four Thousand Six Hundred Seventy-Three and 58/100 Dollars (\$4,673.58) per month (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 3.2 of the Agreement shall be amended to provide that Rent shall be adjusted as follows: in year two (2) of the New Initial Term and each year thereafter, including throughout any Additional Extension Term exercised, the monthly Rent will increase by three and one-half percent (3.5%) over the Rent paid during the previous year.

3. **Rental Stream Offer.** If at any time after the date of this Third Amendment, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this section.

4. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subparagraph shall survive the termination or expiration of the Agreement.

5. **Acknowledgement.** Landlord acknowledges that: 1) this Third Amendment is entered into of the Landlord's free will and volition; 2) Landlord has read and understands this Third Amendment and the underlying Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Third Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

6. **Notices.** Section 31 of the Agreement is hereby deleted in its entirety and replaced with the following:

“(a) NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:
If to Tenant:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: IL0470
Cell Site Name: North Aurora (IL); Fixed Asset No.: 10005325
575 Morosgo Drive NE
Atlanta, GA 30324

With a required copy of the notice sent to the address above to AT&T Legal at:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site #: IL0470
Cell Site Name: North Aurora (IL); Fixed Asset No: 10005325
208 S. Akard Street
Dallas, Texas, 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

And as to Landlord:

Village of North Aurora
25 East State Street
North Aurora, IL 60542

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) New deed to Property
- (ii) New W-9
- (iii) New Payment Direction Form
- (iv) Full contact information for new Landlord including all phone numbers.”

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

7. **First Amendment to Memorandum of Site Agreement No. 470.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable First Amendment to Memorandum of Site Agreement No. 470 substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

9. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates set forth below.

LANDLORD:
Village of North Aurora,
an Illinois municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

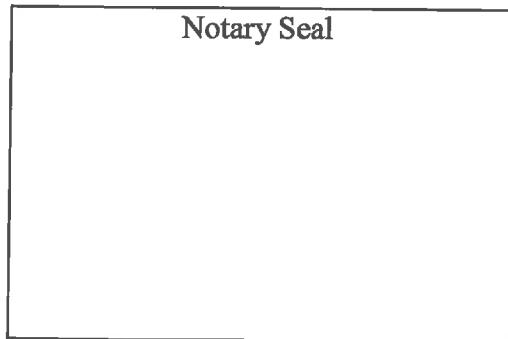
Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **Village of North Aurora**, an Illinois municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

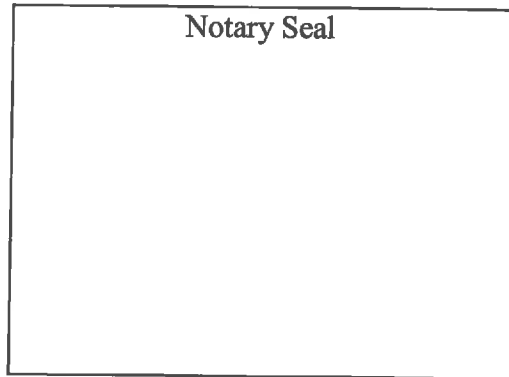
Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

TENANT ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS.

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the _____ of AT&T Mobility Corporation, the
Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

Attachment 1

First Amendment to Memorandum of Site Agreement No. 470

**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Michael Fraunces, President
(858) 799-7850
Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

Parcel #: 15-04-351-002

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL0470
Cell Site Name: North Aurora (IL)
Fixed Asset Number: 10005325
State: IL
County: Kane

First Amendment to Memorandum of Site Agreement No. 470

This First Amendment to Memorandum of Site Agreement No. 470 is entered into on this ____ day of _____, 20____, by and between the Village of North Aurora, an Illinois municipal corporation, having a mailing address of 25 East State Street, North Aurora, IL 60542 ("Lessor" or "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324, as successor-in-interest to Southwestern Bell Mobile Systems, Inc. ("Lessee" or "Tenant").

1. Landlord and Tenant (or Tenant's predecessor-in-interest) entered into a certain Site Agreement No. 470 dated April 27, 1998, as amended by that certain First Amendment to Site Agreement dated May 18, 2011, as amended by Second Amendment to Water Tower Lease Agreement dated December 20, 2013, and as further amended by that certain Third Amendment to Site Agreement No. 470 dated _____, 20____ (collectively, the "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Site Agreement No. 470 reflecting the Agreement was recorded on August 16, 1999, as Document No. 1999K079663, in the public records of Kane County, State of Illinois.
2. The parties have agreed that the Agreement shall be extended and has a new initial term of five (5) years ("New Initial Term"), commencing on August 1, 2018, subject to the provisions of the Agreement.

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

3. The parties have further agreed that, following the New Initial Term, to add three (3) successive periods of five (5) years each upon the same terms and conditions of the Agreement. The Agreement will be automatically renewed unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then existing term.
4. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
5. This First Amendment to Memorandum of Site Agreement No. 470 is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this First Amendment to Memorandum of Site Agreement No. 470 and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Site Agreement No. 470 as of the day and year first above written.

LANDLORD:
Village of North Aurora,
an Illinois municipal corporation

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the **Village of North Aurora**, an Illinois municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

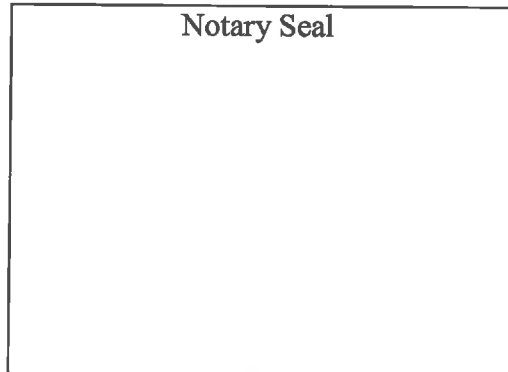
Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged
it as the _____ of AT&T Mobility Corporation, the Manager of **New**
Cingular Wireless PCS, LLC, a Delaware limited liability company, to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of _____

My appointment expires: _____

Cell Site No.: IL0470
Cell Site Name: North Aurora
Fixed Asset No.: 10005325
Market: IL/WI
Address: 600 Princeton Drive

Exhibit 1 to First Amendment to Memorandum of Site Agreement No. 470

Legal Description

Street Address: 600 Princeton Drive, North Aurora, IL 60542

Parcel #: 15-04-351-002

That certain Premises consisting of certain space on Landlord's Water Tower located on Landlord's real property described below (the "Property") as well as certain ground space at the base of the Water Tower of approximately 42' x 32' (and access and utility easements) and which Property is described in more detail as follows:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION FOUR, TOWNSHIP THIRTY-EIGHT NORTH, RANGE EIGHT, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF COMMONWEALTH EDISON COMPANY'S TRANSMISSION RIGHT-OF-WAY WITH THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FOUR; THENCE SOUTH 15°-11'-05" EAST, BEING AN ASSUMED BEARING ON THE SOUTHERLY LINE OF COMMONWEALTH EDISON COMPANY'S TRANSMISSION RIGHT-OF-WAY, A DISTANCE OF 100.22 FT.; THENCE SOUTH 00°-68'-67" WEST, PARALLEL WITH THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FOUR, A DISTANCE OF 89.60 FT. TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°-68'-67" WEST ON SAID PARALLEL LINE, A DISTANCE OF 44.0 FT.; THENCE NORTH 89°-01'-03" WEST, PERPENDICULAR TO THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 32.0 FT.; THENCE NORTH 00°-68'-67" EAST, PARALLEL WITH THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FOUR, A DISTANCE OF 44.0 FT.; THENCE SOUTH 89°-01'-03" EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 32.0 FT. TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

SITE AGREEMENT NO. 470

This Agreement is made and entered into as of this 27th day of April, 1998 by and between the **VILLAGE OF NORTH AURORA**, an Illinois municipal corporation ("Landlord"), and **SOUTHWESTERN BELL MOBILE SYSTEMS, INC. d/b/a CELLULAR ONE - CHICAGO**, a corporation dually organized and existing under the laws of the State of Delaware and the Commonwealth of Virginia ("Tenant").

BACKGROUND

A. Landlord is the owner of a parcel of land located in the Village of North Aurora, Kane County, Illinois legally described on the attached Exhibit "A" (the "Owned Premises"), upon which a municipal water tower owned by Landlord (the "Water Tower") is located.

B. Tenant desires to lease certain space at the top of the Water Tower (the "Dome Space"), and certain space measuring forty-four (42) feet by thirty-two (32) feet at the base of the Water Tower (the "Ground Space") (hereafter, the Dome Space and the Ground Space shall be referred to as the "Premises"), all as more particularly described and depicted on the attached Exhibit "B."

C. In connection with the conduct of Tenant's wireless communications business, Tenant desires to use the Premises for Tenant's installation, operation and maintenance of Tenant's cellular transmit and receive equipment consisting of (but not limited to) nine (9) cellular panel antennas, connecting cables, transmission wires and other ancillary equipment (collectively, the "Antenna Facility").

C. Landlord is willing to lease the Premises to Tenant for such purpose subject to the terms and conditions of this Agreement.

D. All references herein to the "Tower Ordinance" refer to the Village of North Aurora Ordinance No. 97-6, being an *Ordinance Amending Article III and Article VI of the Zoning Ordinance of the Code of Ordinances Establishing Antenna and Tower Siting Regulations for the Village of North Aurora, Illinois* and any amendments thereto.

AGREEMENT

In consideration of the mutual covenants and agreements of the parties, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1 Premises; Antenna Facility.

1.1 Landlord leases to Tenant and Tenant leases from Landlord the Premises described and depicted on Exhibit "B" attached hereto and made a part of this Agreement. Tenant represents and warrants that Tenant's construction and installation of its Antenna Facility on the Premises will at all times be in conformance with the Tower Ordinance.

1.2 Within ninety (90) days following the execution of this Agreement by all parties, Tenant shall provide Landlord with its architect's drawings (the "Plans") describing the exact proposed placement of Tenant's equipment on the Dome Space. Landlord shall have a period of time (not to exceed sixty (60) days) in which to approve the Plans, or to provide Tenant with specific reasons as to why the Plans are not approved. The parties will cooperate with one another and with Sprintcom, Inc. ("Sprintcom") to ensure the satisfactory placement of the Antenna Facility on the Premises and elsewhere on the Water Tower as required.

2. Commencement Date; Term; Termination.

2.1 This Agreement has been executed as of the 27th day of April, 1998 (hereinafter referred to as the "Execution Date"). However, the Term of this Agreement shall not be deemed to have commenced until Tenant has notified Landlord, in writing, that Tenant has received the last of the necessary environmental studies and reports, and the local, state and federal approvals, licenses and permits so as to permit Tenant's construction of the Antenna Facility (such approvals, licenses and permits hereinafter collectively called "the Approvals"), or six (6) months from the date of the parties' execution of this Agreement (provided however, that such six (6) month period may be extended by two (2) additional months if Tenant notifies Landlord in writing that the results of certain environmental reports obtained by Tenant require Tenant to submit to the Federal Communications Commission an Environmental Assessment as required by 47 CFR § 1.1307, Subpart I, entitled *Procedures for Implementing the National Environmental Policy Act*, whichever shall first occur (the "Commencement Date"). Notwithstanding the foregoing, in the event Tenant, Landlord and Sprintcom are unable to agree upon the location of the Ground Space (as hereinbefore described) to Tenant's satisfaction, Tenant may notify Landlord in writing of its intention to terminate this Agreement before the Commencement Date, and Tenant shall have no further obligations to Landlord, including any obligation to pay Rent or any other sums of money to Landlord. ..

2.2 The initial term of this Agreement shall begin on the Commencement Date and shall expire on midnight on the day immediately preceding the tenth (10th) anniversary of the Commencement Date (the "Initial Term"). Tenant may automatically extend this Agreement on the same terms for two (2) additional periods of five (5) years each (the "Extended Terms") unless Tenant gives Landlord written notice of Tenant's termination of the Agreement within ninety (90) days preceding the expiration of the Initial Term or the first Extended Term.

3. Rent.

3.1 In connection with Tenant's lease of the Premises from Landlord, Tenant agrees to pay Rent to Landlord in the amount of Fifteen Hundred Dollars (\$1,500) per month. Tenant's payments of Rent shall commence on the Commencement Date and shall continue to be due and payable thereafter, in advance, on the first day of each month throughout the Initial Term and any Extended Term(s).

3.2 Rent shall be increased on each anniversary of the Commencement Date by an amount equal to four (4%) percent of the previous year's rent.

3.3. If any payment of Rent is not received by Landlord within ten (10) days after Tenant's receipt of notice from Landlord that any such monthly payment has not been timely received, Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the amount then due, and such sum shall be due and payable together with the next monthly payment of Rent. In addition, any amounts not paid when due shall bear cumulative interest at the rate of two percent (2%) per month until paid.

3.4 At such time as Tenant tenders a fully executed original of this Agreement to Landlord, Tenant will pay to Landlord the sum of Three Thousand Dollars (\$3,000.00), which amount Landlord may apply in payment of expenses incurred by Landlord in connection with this Agreement. Such expenses include, but are not limited to Landlord's reasonable attorney's fees and expenses and Landlord's consultants' fees (hereafter, "Landlord's Expenses"). Within thirty (30) days following the Commencement Date, Landlord shall submit a detailed invoice or invoices to Tenant in connection with Landlord's Expenses, and if the amount of such invoice(s) exceeds the sum of Three Thousand Dollars (\$3,000.00), Tenant agrees to reimburse Landlord for such additional Expenses up to an amount of Two Thousand Dollars (\$2,000.00). Tenant will remit payment of any sums due Landlord within thirty (30) days after Tenant's receipt of Landlord's invoice(s).

3.5 Except in the event of an uncured default by Tenant, if this Agreement is terminated by either party at any time other than on the last day of a month, Rent shall be prorated as of the date of such termination, and any and all unearned Rent shall be refunded to Tenant except as may otherwise be provided elsewhere in this Agreement.

3.6. The Rent and any other consideration to be paid or provided by Tenant to Landlord under this Agreement shall be paid or provided without set-off or deduction.

4. Use of Premises.

4.1. Tenant shall use the Premises for the installation, operation, and maintenance of its Antenna Facility in connection with Tenant's conduct of its wireless communications business, and uses incidental thereto and for no other purpose.

4.2. Tenant shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facility and/or the Premises. If requested by Tenant in writing, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense (including reimbursement of Landlord's reasonable attorney and administrative fees), any federal licenses and permits that may be required by Tenant for Tenant's use of the Premises as described in this Agreement.

4.3. Tenant agrees that all of its installation and construction work described in this Agreement in connection with its Antenna Facility shall be completed promptly in a neat, workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations. All costs of such installation and construction, including, but

not limited to, the cost of extending Landlord's electrical service to Tenant's equipment (if required), shall be paid by the Tenant.

- 4.4 (a) Within no more than thirty (30) days following the termination or earlier expiration of this Agreement, Tenant shall remove its Antenna Facility from the Water Tower and within the Equipment Shelter (as hereinafter described), and shall convey all of its ownership interest in and to the Equipment Shelter to Landlord. Such removal shall be done in a careful and workmanlike manner and without interference or damage to any other equipment, structures or other users' operations on the Owned Premises, including the Water Tower.
- (b) Upon removal of Tenant's Antenna Facility as provided above, Tenant shall restore the affected area of the Premises to at least as good a condition as existed prior to Tenant's installation of its Antenna Facility, normal wear and tear and losses or casualty beyond Tenant's control excepted.
- (c) All costs and expenses of removal and restoration as described herein shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.
- (d) When Tenant performs any work on the Premises, Tenant shall, at its expense, remove any obstructions from the Premises and restore the Premises to as good a condition as existed prior to the work being performed, unless otherwise directed by Landlord.

5. **Construction Standards.** Tenant shall construct a one-story building having external dimensions of approximately twelve (12) feet by twenty-eight (28) feet (the "Equipment Shelter") on the Ground Space in compliance with the Tower Ordinance and without the attachment of any construction liens. The Plans for both the Equipment Shelter and the Antenna Facility are attached hereto as Exhibit "C." Tenant undertakes full and complete responsibility at all times hereafter for the expenses and quality of construction of Tenant's Antenna Facility and other improvements in compliance with all applicable federal, state and local laws, regulations and codes, and any other requirements of governmental authorities having jurisdiction over such construction, including but not limited to, compliance with acts affecting construction of public buildings and service areas used by public employees, and Tenant agrees to remedy or correct any deficiencies with such compliance. All of such construction and installation shall be performed pursuant to the applicable permitting process by authorized and licensed personnel. Tenant's construction and installation work shall proceed without interference or disruption by or from Landlord or any other users of the Premises, and Tenant shall be responsible for all permitting costs. Prior to Landlord's issuance of permits under its jurisdiction or control, Tenant shall insure that its contractor has obtained and provided Landlord with evidence of the insurance required under Section 22 below. Landlord reserves the right to require Tenant to paint the Antenna Facility to be installed on the Dome Space or elsewhere on the Water Tower in a manner consistent with the

color of the Water Tower, or to otherwise use its best efforts to shield the Antenna Facility from view.

6. Installation of Equipment.

6.1. Tenant's installation of its Antenna Facility shall be in accordance with the Plans, which Plans shall have been approved by Landlord. Any damage to the Water Tower or any portion of the Owned Premises caused by Tenant or Tenant's contractors shall be repaired or replaced immediately at Tenant's expense to Landlord's sole satisfaction. In connection with the installation and operation of the Antenna Facility, Tenant shall not make any penetrations of the Dome without Landlord's prior written consent (unless Landlord is deemed to have given its consent by providing its approval of the Plans submitted to Landlord by Tenant). Any penetration of the Dome that may be required in order for Tenant to install its Antenna Facility shall be subject to Landlord's prior approval and shall be undertaken only under the supervision of Landlord's engineer or other designated agent. Tenant shall pay all reasonable costs and expenses in connection with Tenant's penetration of the Dome.

6.3. The Plans shall designate the exact location where its Antenna Facility will be located on the Dome, and the survey to be provided by Tenant shall spot the location of the Equipment Building to be constructed on the Ground Space. Within thirty (30) days following Tenant's completion of its installation and construction of the Antenna Facility on the Premises, and if the Plans previously submitted by Tenant and approved by Landlord do not adequately depict the actual location of Tenant's equipment comprising the Antenna Facility, Tenant shall provide Landlord with as-built drawings of the Antenna Facility.

7. **Landlord's Use of Tenant's Towers.** In the event Tenant has erected and owns other telecommunications towers ("Tower(s)") within the municipal limits of the Village of North Aurora, Kane County, Illinois, or within one and one-half miles of the municipal limits thereof, and provided that Tenant has the contractual right to do so, Tenant shall allow Landlord, at no cost to Tenant, to locate, place and operate Landlord's communications facilities (antennas, transmitters, receivers, and support equipment) on any or all of such towers, provided however, that in Tenant's sole opinion it is technically feasible to do so, and that such use of the Tower(s) by Landlord does not interfere with Tenant's use of such Tower(s). A list of all of Tenant's Towers located within the municipal limits of the Village of North Aurora, Kane County, Illinois or within one and one-half miles of the municipal limits thereof is attached to this Agreement as Exhibit "D." In the event Landlord desires to install Landlord's communication facilities on any of Tenant's Towers, the following conditions shall apply:

(i) The installation of Landlord's communications facilities shall be performed by Tenant's contractors at Landlord's expense.

(ii) Landlord and Tenant shall at all times operate, keep and maintain at their respective cost and expense, their respective communications facilities on such Tower(s) in conformance with all applicable federal regulations, rules and operating procedures.

(iii) In the event any of Landlord's communications facilities causes interference with Tenant's communications facilities on any Tower, within ten (10) days following Tenant's notice to Landlord of such interference, Landlord shall remedy or eliminate such interference. If Landlord is unable to do so, Landlord shall be required to remove its communications facilities from such tower or towers.

(iv) In the event any of Tenant's communications equipment causes interference with Landlord's communications equipment on any Tower, within ten (10) days following Tenant's receipt of notice from Landlord of such interference, Tenant shall remedy or eliminate such interference. If Tenant is unable to do so, Landlord shall be required to remove its communications facilities from such tower or towers.

8. Equipment Upgrade, Replacement and Relocation.

A. Tenant may upgrade or replace any of the equipment comprising its Antenna Facility on the Dome Space or within the Equipment Shelter without the prior written approval of Landlord, provided that such upgraded or replacement equipment is substantially in accordance with the equipment described and depicted on the Plans. Any change in the location or type of equipment comprising Tenant's Antenna Facility on the Dome Space or elsewhere on the Water Tower must be approved in writing by Landlord. In such event, Tenant shall submit to Landlord detailed drawings depicting such equipment changes or relocation (the "Supplemental Plans") thirty (30) days' prior to any such proposed relocation or change of equipment, and Landlord shall have a period of time, not to exceed thirty (30) days in which to approve the Supplemental Plans, or to notify Tenant that such Supplemental Plans have not been approved. Landlord agrees not to unreasonably withhold, delay or condition its approval of Tenant's Supplemental Plans.

B. If at any time Tenant desires to install additional antennas or other equipment on the Water Tower (the "Additional Antenna Facility"), Tenant shall notify Landlord in writing, and the parties will negotiate the terms and conditions, including additional Rent, to be agreed upon by the parties in connection with Tenant's installation of such Additional Antenna Facility, and this Agreement will be amended accordingly.

9. Maintenance.

9.1 Tenant shall, at its own expense, maintain the Premises and the Antenna Facility in a safe condition, in good repair and in a manner reasonably suitable to Landlord so as not to conflict unreasonably with Landlord's or Landlord's permitted users' use of the Water Tower or other portions of the Owned Premises.

9.2 Tenant shall have sole responsibility for the maintenance, repair, and security of the Premises, including the Antenna Facility and any and all of Tenant's personal property

located on the Premises, and shall keep the same in good repair and condition at all times while this Agreement is in effect.

9.3 Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature which would create a hazard or undue vibration, heat, noise or interference.

9.4 In the event Landlord or any other lessee or licensee of Landlord undertakes any painting, construction or other alterations on the Water Tower, upon the provision of thirty (30) days' advance written notice to Tenant, Tenant shall take reasonable measures at Tenant's cost to protect Tenant's Antenna Facility and all of its other property and equipment from paint and debris fallout which may occur during any such painting, construction or alteration process.

9.5 If Landlord reasonably determines that it is necessary and advisable to alter the height of the Water Tower to enhance the effectiveness of the Water Tower, Landlord shall provide Tenant with as much advance notice of such anticipated action as possible (which in no event shall be less than one hundred and eighty (180) days), and in the event of such occurrence, Tenant shall have the option of terminating this Agreement if Tenant determines, in Tenant's sole opinion, that such alteration of the Water Tower is detrimental to Tenant's operations as permitted under this Agreement. Upon such termination by Tenant, all of Tenant's obligations to Landlord under this Agreement shall terminate and be of no further effect. If Tenant agrees to such action, it is understood and agreed that this Agreement shall remain in full force and effect during the applicable Extended Term, and Landlord shall cooperate with Tenant in connection with the raising of the Water Tower to allow Tenant to protect, modify and/or to temporarily relocate its Antenna Facility elsewhere on the Owned Premises. However, in no event shall Landlord raise the Water Tower during the Initial Term of this Agreement. Further, in no event shall Landlord be liable or responsible for Tenant's costs in connection with the protection, modification, and/or moving of Tenant's Antenna Facility if Landlord alters the height of the Water Tower at any time during the Extended Term(s) of this Agreement, except that Tenant shall be entitled to an abatement of rent for any period of time in which Tenant is unable to operate its Antenna Facility as a result of such action on the part of Landlord.

10. Tenant's Rights of Access to the Premises.

10.1 Tenant shall have access to the Equipment Shelter at all times without notice to Landlord.

10.2 Following the completion of Tenant's installation of its Antenna Facility, Tenant shall have access to the Water Tower for general maintenance and repair of the equipment comprising the Antenna Facility upon twenty-four (24) hours' notice to the Superintendent of Water or such other person that may be designated by Landlord. However, in the event of an emergency which requires Tenant to have immediate access to its Antenna Facility on the Water Tower, Tenant will telephone the Superintendent of Water and/or the Village Police Department and Landlord will permit Tenant to have access to the Water Tower within not

more than three (3) hours following such telephone call from Tenant. Landlord shall have the right to have its Superintendent of Water, or other designee, accompany Tenant whenever it accesses the Water Tower; however, Tenant shall not be assessed any charge or cost for the services of such agent of Landlord.

10.3 Landlord shall be granted access to the Equipment Shelter at reasonable times upon advance notice to Tenant to examine and inspect the Equipment Shelter for safety reasons or to ensure that the Tenant's covenants are being met. Tenant shall have the right to have a representative of Tenant accompany Landlord at such times.

11. **Co-Location.** Tenant acknowledges that Landlord has the right to lease space on the Water Tower to others, and it is acknowledged by the parties that Landlord has entered into an agreement with Sprint whereby Sprint shall be permitted to install its antenna facility on the Water Tower and to place its equipment cabinets on an agreed upon location at the base of the Water Tower. If at any time while this Agreement is in effect, Landlord desires to lease space on the Water Tower and/or elsewhere on the Owned Premises to another provider of telecommunications services in order to comply with the terms of the Tower Ordinance, Landlord shall notify Tenant in writing of such proposed transaction and shall provide Tenant with detailed plans and drawings depicting such other provider's proposed installation of equipment on the Water Tower and on the Owned Premises. If, based upon Tenant's review of such plans and drawings (and if required, a structural analysis of the Water Tower to be performed by Tenant at Landlord's expense), Tenant determines that such proposed lease of space by Landlord to such other provider will have an adverse effect on Tenant's operations as permitted under this Agreement, Landlord agrees that Landlord will not lease space on the Water Tower or the Owned Premises to such other telecommunications provider. Notwithstanding the foregoing, in no event will Landlord agree to lease space to a provider of telecommunications services if such provider transmits or broadcasts radio, television or other communications signals which interfere with Tenant's operations at the radio frequencies listed below, or for any other use which interferes with or materially impairs, restricts or limits Tenant's cellular telecommunications operations or Tenant's use of the Premises as contemplated by this Agreement. The range of radio frequencies used by Tenant are the following: 869.040 MHZ through 879.990 MHZ; 890.010 MHZ through 891.480 MHZ; 824.040 MHZ through 836.990 MHZ and 845.010 MHZ through 846.480.

12. **Utilities.** If permitted by the servicing utility, Tenant shall at its expense separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises, and shall timely pay all costs associated therewith. If such separate metering is not permitted, Tenant shall, at its sole cost and expense, install submeter(s) at the Premises to measure Tenant's usage of utilities in connection with the operation of Tenant's Antenna Facility. The parties acknowledge and agree that in the event of submetering, Landlord shall be billed by the servicing utility for all utilities used at the Premises by either Landlord or Tenant, and that Tenant is required to pay the cost of Tenant's utility consumption. Initially, Tenant's estimated cost of electricity shall be Six Hundred Dollars (\$600.00) per year payable in equal monthly installments of Fifty Dollars (\$50.00), which sum shall be remitted to Landlord with the payment of Rent. The submeter shall be read annually on the anniversary of the Commencement Date to

determine Tenant's actual usage of utility service for the prior year. In the event that the actual cost of electricity used by Tenant exceeds the amounts paid by Tenant to Landlord for the prior year, Tenant shall pay the difference to Landlord within thirty (30) days following Tenant's receipt of an invoice therefor. In the event that the actual cost of electricity used by Tenant is less than the payment made by Tenant, Landlord shall refund such overpaid amount to Tenant. The annual cost of electricity shall be computed at the current public utility rate. After each annual reading of the submetered cost of Tenant's utility usage, the estimated monthly installment payments made by Tenant in addition to Rent shall be adjusted to an amount equal to one-twelfth (1/2th) of the annual cost of utility usage for the prior year.

13. **License Fees.** Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises as required by Landlord's current and unmodified Tower Ordinance.

14. **Approvals; Compliance with Laws.** Tenant's use of the Premises is contingent upon its obtaining satisfactory environmental reports, and all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority including the requirements of the Tower Ordinance. Tenant shall erect, maintain and operate its Antenna Facility in accordance with standards, statutes, ordinances, rules and regulations presently in effect, or that may hereafter be issued by the Federal Communications Commission or any other governing agency.

15. **Interference.**

15.1 Tenant's installation, operation, and maintenance of its Antenna Facility on the Premises shall not damage or interfere in any way with Landlord's operations on the Owned Premises or the rights of other pre-existing tenants on the Owned Premises. At all times while this Agreement is in effect, Landlord reserves the right to take any reasonable action it deems necessary, upon not less than thirty (30) days' advance written notice to Tenant, to repair, maintain, alter or improve the Water Tower and Landlord agrees to use its best efforts to ensure that any such repair, maintenance, alteration or improvements made to the Water Tower will not interfere with Tenant's operation of its Antenna Facility.

15.2 Landlord does not guarantee that there will be no interference with Tenant's operations of its Antenna Facility; however, Landlord agrees to use its best efforts to ensure that any interference caused by Landlord or a lessee, licensee or invitee of Landlord will be remedied or eliminated as soon as possible after Tenant's notification to Landlord of any such interference. Tenant acknowledges and understands that Landlord's Tower Ordinance requires co-location of other carriers' telecommunications facilities on Landlord's Owned Premises under certain circumstances. Therefore, pursuant to the provisions contained in section 11 above, Tenant agrees to reasonably cooperate with Landlord and/or such other telecommunications provider or providers that Landlord permits to use the Water Tower for purposes of operating antenna facilities. Landlord shall not use or permit others to use the Owned Premises (including the Water Tower) if such use interferes with or materially impairs,

restricts or limits Tenant's cellular communications operations as permitted under this Agreement. In the event any prospective tenant requests permission to place any type of antenna or other transmit and receive radio equipment on the Water Tower, the provisions contained in paragraph 11 shall govern Landlord's grant of permission to such prospective tenant.

15.3 Tenant's use of the Premises and its operation of the Antenna Facility on the Premises shall not interfere with Sprint's use and operation of its communication facilities on the Water Tower.. If Tenant's Antenna Facility causes interference to Sprint's equipment on the Water Tower, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its Antenna Facility until the interference has been eliminated.

16. **Default and Remedies.**

16.1 **By Tenant.** In the event of default under this Lease Agreement by Tenant, Landlord shall be entitled to remedies as shall then be provided by law except that Landlord shall not be entitled to distraint any personal property of Tenant located on the Premises; and provided that prior to, and as a condition precedent to, the exercise of any remedy, Landlord shall give to Tenant written notice of the nature of the default and Tenant shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after receipt of the notice within which to cure the default, during which period no remedy shall be pursued. If Tenant fails to cure a default, in addition to any other remedies available to Landlord, Landlord may elect to commence eviction proceedings against Tenant provided, however, Tenant shall be permitted a six-month stay after its receipt of a notice of eviction at 110% of the then current monthly rent to find an alternate site. It shall be a default if Tenant:

- i. Does not pay the Rent or any other sums due and owing Landlord when due in accordance with the terms of this Agreement;
- ii. Fails to perform any other covenant or condition of this Agreement;
- iii. Abandons or vacates the Premises; or
- iv. Becomes insolvent or is adjudicated as bankrupt or makes any assignment for the benefit of creditors.

16.2 **By Landlord.** If Landlord defaults in any of its obligations under this Lease, in addition to any remedies available at law or equity, Tenant may perform Landlord's obligation and may offset from the rent or any other amounts next payable Tenant's costs and expenses of doing so. Notwithstanding anything to the contrary contained in this Agreement, Tenant may defer payment of Rent including the first rent payment, during any period in which Landlord is in default in any of its obligations under this Agreement, or has failed to provide or execute or

cause to be provided or executed (a) any document reasonably necessary for Tenant's use of the Premises in the manner contemplated, (b) any required Agreement, or (c) any document reasonably necessary to obtain any title insurance or other necessary or desirable insurance or consent. Notwithstanding the foregoing, in the event of a default by Landlord under this Agreement, Tenant shall give to Landlord written notice of the default specifying the nature of the default and Landlord shall have thirty (30) days (or, if the default cannot be cured within thirty (30) days, a longer period as shall be necessary to cure the default, acting with due diligence), after the receipt of the notice within which to cure the default. If Landlord fails to cure a default, in addition to any other remedies available to Tenant, Tenant may elect to cancel this Agreement.

16.3 Prevailing Party. If any suit or action shall be brought to enforce or declare any of the terms of this Agreement, to terminate this Agreement, to recover possession of the Premises or to recover any rent or damages sustained as a result of a default in the performance of any obligations under this Agreement or a breach of any of the representations and warranties herein contained, the party not prevailing in such suit or action shall be liable to the prevailing party for the prevailing party's costs and expenses, including, without limitation, court costs, reasonable attorney's fees and expert witnesses' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

16.4 Tenant agrees to post a bond, letter of credit or other surety prior to the issuance of the Building Permit in an amount sufficient to cover the expense of removal of the Antenna Facility in the event of abandonment by Tenant, which bond, letter of credit or other surety shall be in the amount of \$20,000.00.

17. Optional Termination. After this Agreement has been in full force and effect for not less than sixty (60) months, the Agreement may be terminated upon ninety (90) days' advance written notice

(a) by Tenant if

(i) Tenant is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the intended Antenna Facility or Tenant's business prior to the Commencement Date with no further liability except as may be specified elsewhere in this Agreement; or

(ii) the Premises are no longer usable or necessary for the conduct of Tenant's business.

(b) by Landlord if

(i) Landlord reasonably determines in its sole discretion that the Dome or Water Tower is structurally unsound or otherwise not suitable for Tenant's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of

the Water Tower from any source, or factors relating to the condition of the Dome and/or Water Tower; or

(ii) If at any time it is determined by a court or other agency having final jurisdiction over such matters that the electrical emissions, operation or maintenance of Tenant's Antenna Facility at the Premises actually poses a safety or health hazard (as defined by such court or other agency) or violates applicable laws or ordinances; or

(iii) Tenant loses its license to provide cellular service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its Federal Communications Commission license.

Upon termination of this Agreement for any reason, Tenant shall, at Tenant's sole cost and expense, remove the equipment comprising its Antenna Facility and all other property or equipment owned by Tenant located on the Water Tower and within the Equipment Shelter (it being agreed that the Equipment Shelter shall become Landlord's sole property), and shall repair any damage to the Premises caused by such equipment, normal wear and tear and losses or casualty beyond Tenant's control excepted.

18. Liquidated Damages: Termination. Any notice of termination given by one party to the other pursuant to Section 17 shall be so given in writing by prepaid United States certified mail, return receipt requested, and shall be effective upon the party's receipt of such notice. All Rent paid to Landlord by Tenant prior to said termination date shall be retained by Landlord. However, if Landlord terminates the Agreement for any reason other than as described above in section 17(b)(iii), Landlord shall refund any unearned Rent to Tenant. Upon termination by either party, this Agreement shall become null and void and the parties shall have no further obligations to each other; except that in the event of Tenant's termination under Section 17(a)(ii), rental payments to Landlord shall continue to be made by Tenant for a period of six (6) months following Tenant's notice of termination.

19. Alteration, Damage or Destruction. If the Water Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder Tenant's effective use of Tenant's Antenna Facility through no fault or negligence of Tenant, Tenant may elect to terminate this Agreement upon thirty (30) days' written notice to Landlord. In such event, Tenant shall promptly remove the Antenna Facility from the Premises and shall restore the Premises to the same condition as existed prior to this Agreement, normal wear and tear and losses or casualty beyond Tenant's control excepted. This Agreement (and Tenant's obligation to pay Rent) shall terminate upon Tenant's removal of its Antenna Facility from the Premises, and in the event Tenant has prepaid Rent to Landlord, Tenant shall be entitled to the reimbursement of such Rent. Landlord shall have no obligation to repair any damage to any portion of the Premises.

20. Condemnation. In the event the Premises are taken by eminent domain, this Agreement shall terminate as of the date Tenant is required to remove its Antenna Facility

from the Premises. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Agreement as of the date of such taking, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and Landlord shall receive the full amount of such award. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving or removing its equipment, personal property, Antenna Facility, and other leasehold improvements from the Premises. Tenant hereby expressly waives any right or claim to any portion of the Landlord's recovery except to the extent that the Landlord's recovery includes any compensation which is separately attributable to the damage to the Tenant's business and any costs or expenses incurred by the Tenant in moving or removing its equipment, personal property, Antenna Facilities, and leasehold improvements, and to the extent Tenant is precluded from such recovery from the condemning authority. NOTWITHSTANDING THE FOREGOING, FOR THE TERM AND ANY EXTENDED TERMS OF THIS AGREEMENT, LANDLORD AGREES NOT TO EXERCISE ITS RIGHT OF EMINENT DOMAIN WITH RESPECT TO THE PREMISES.

21. Indemnity and Insurance.

21.1. **Disclaimer of Liability:** Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Equipment Shelter or Tenant's Antenna Facility, unless such injury or damage is caused by Landlord's negligence or willful misconduct.

21.2. **Tenant's Indemnification:** Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

(i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of

the Premises or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation;

(ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises, and upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

(iii) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, regulations of the State of Illinois or the United States, including those of the Federal Securities and Exchange Commission.

Tenant's obligation to indemnify Indemnitees under this Agreement shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees.

21.3 Landlord's Indemnification. Landlord hereby agrees to indemnify, defend and hold Tenant harmless from any act, omission or negligence of Landlord, its contractors, licensees, agents, servants, employees or invitees and against any claim of liability or loss from personal injury or property damage in connection with the Landlord's use of the Owned Premises or resulting from or arising out of the use and occupancy of the Leased Premises by Landlord or its other tenants, excepting, however, such claims or damages as may be due to or caused by the acts of the Tenant or its agents, and except as otherwise provided in this Agreement;

21.4. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Premises, and Tenant hereby agrees to indemnify and hold Indemnitees harmless from and against any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitees' gross negligence) arising out of Tenant's installation, operation, maintenance, condition or use of the Premises, or Tenant's Antenna Facility or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

21.5. Defense of Indemnitees: In the event any action or proceeding shall be brought against Indemnitees by reason of any matter for which Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord, and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

21.6 Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of its knowledge any claim or the commencement of any action, suit or other proceeding covered by the provisions of this section 21. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel, at Landlord's expense. However, if Tenant is adjudicated to be at fault in connection with any action, suit or other proceeding brought against Landlord through no fault of Landlord, Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as reasonable attorney fees and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided to Landlord by Tenant.

22. Insurance:

22.1 Tenant shall procure and maintain for the duration of this Agreement, the following insurance:

- A. Broad Form Comprehensive General Liability Coverage; and
- B. Workers' Compensation Insurance as required by statute and employer's liability insurance.

Tenant shall maintain limits to no less than:

- A. General liability: \$5,000,000 combined single limit per occurrence or bodily injury, personal injury and property damage;
- B. Workers' compensation and employer's liability. Workers' compensation limits as required by statute and employer's liability limits of \$1,000,000 per accident and \$1,000,000 per disease; and
- C. Umbrella coverage of not less than \$9,000,000.

Landlord, its officers, officials, employees, agents, successors and assigns are to be covered as additional insured parties with respect to liability arising out of the property owned, occupied or used by Tenant and/or arising out of activities performed by or on

behalf of Tenant, including those performed by independent contractors hired by Tenant or its or their subcontractors. The coverage shall contain no special limitation on the scope of the protection afforded to Landlord, its officials, employees, agents, assigns or successors. Tenant's insurance coverage shall be primary insurance. Any insurance or self insurance maintained by the Landlord shall be in excess of the tenancy insurance and shall not contribute with it.

22.2 Each insurance policy required by this agreement shall be provided by insurance companies licensed to do business in Illinois, and shall not be suspended, voided, canceled, reduced in coverage or limits except after thirty (30) days following written notice sent to Landlord by certified mail, return receipt requested.

22.3 Tenant shall furnish the Landlord with a certificate evidencing such insurance before Tenant receives a building permit or permits in compliance with the Commencement Date, and on each renewal date of such insurance.

22.4 Under no circumstances shall Landlord be deemed to have waived any of the insurance requirements of this Agreement by any action or omission including, but not limited to:

- i. Allowing any work to commence by or on behalf of Tenant before Landlord is in receipt of the certificate(s) of insurance;
- ii. Failing to review any certificate(s) of insurance received; or

Tenant agrees that the obligation to provide the insurance required under this Agreement is solely its responsibility and it is a requirement which cannot be waived by any action, inaction, or omission by Landlord.

22.5 **Evidence of Insurance:** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph shall be filed and maintained with Landlord annually during the term of the Agreement. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord. All certificates and endorsements are to be received by Landlord before Tenant is issued a building permit.

22.6 **Cancellation of Policies of Insurance:** All insurance policies maintained pursuant to this Agreement shall provide as follows:

"At least thirty (30) days' prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Agreement."

22.7 **Insurance Companies:** All insurance shall be effective under valid and enforceable policies, insured by insurers licensed to do business by the State of Illinois or surplus

line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company, or the highest available rating.

22.8 Deductibles: All insurance policies secured by Tenant may be written with deductibles. Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

22.9 Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

22.10 Review of Limits: Twice during each term of this Agreement, or once every thirty (30) months whichever is sooner, the Parties may in good faith review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified, and the Parties shall mutually agree upon the additional limits of insurance to be provided at the Tenant's sole cost and expense.

23. Environmental Matters.

23.1 "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

23.2 Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance.

23.3 Neither Landlord nor, to the best knowledge of Landlord, any other person, has ever caused or permitted any Hazardous Material to be placed, held, located or disposed of on, or under or at the Premises or any party thereof nor has any part thereof ever been used by Landlord, or to the best knowledge of the Landlord, by any other person, either as a permanent or temporary dump site or storage site for any Hazardous Material.

23.4 Tenant indemnifies Landlord and agrees to hold Landlord harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Landlord for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage,

spillage, discharge, emission, discharging or release from the Premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Tenant.

23.5 Landlord indemnifies Tenant and agrees to hold Tenant harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever paid, incurred or suffered by or asserted against Tenant for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under Applicable Environmental Laws) caused by or in the control of Landlord, and/or its predecessors, or originating from causes existent on or before the date of this Agreement, in, upon or beneath the premises.

23.6 The provisions of and undertakings and indemnifications set out in this Section 24 shall survive the termination of this Agreement.

24. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month to month at two times the rents herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

25. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Agreement. Tenant subordinates all of its interest in the leasehold estate created by this Agreement to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination. Landlord agrees to obtain from any mortgagee, lender or collateral assignee holding any mortgage, lien or other encumbrance in the premises a non-disturbance agreement reasonably satisfactory to Tenant. If Landlord fails to obtain such a non-disturbance agreement from any present or future mortgagees or lenders, Tenant may terminate this Agreement.

26. **Quiet Enjoyment.** Landlord covenants and agrees that upon payment by Tenant of the rental under this Agreement and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises, the rights, the privileges granted for the term demised without hindrance or interference by Landlord or any other person except as specifically allowed in this Agreement and as may be provided in Landlord's Tower Ordinance.

27. **Casualty.** In the event the Water Tower is destroyed or damaged in whole or in part by casualty during the term of this Agreement then, at either party's option (exercised by written notice to the other party), this Agreement may be terminated as of the date of the event, or at any time within ninety (90) days thereafter, and no further rent shall be due. In the event

Tenant has prepaid rent to Landlord, Tenant shall be entitled to a refund of any unearned rent as of the date that written notice is given.

28 Landlord's Representation. In order to induce Tenant to enter into this Agreement, Landlord covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

a. Landlord is the owner of the Owned Premises in fee simple and has full authority to execute, deliver and perform this Agreement;

b. Landlord has not received any actual or constructive notice of any condemnation or eminent domain proceedings or other negotiations with respect to the Owned Premises.

c. Landlord has not performed and has not caused to be performed any work on the Water Tower during the six months preceding the date of this Agreement which could give rise to any mechanic's or materialmen's liens. There are no unrecorded easements or agreements affecting the Owned Premises.

29 Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises except as otherwise stated herein, and except for latent defects, Landlord shall not be liable for any defects in the Premises.

30. Estoppel Certificate. Tenant shall, at any time and from time to time upon not less than fourteen (14) business days' prior written request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Agreement is unmodified and in full force (or if there have been modifications, that the Agreement is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, neither Landlord nor Tenant is in default under any provisions of the Agreement; and (d) such other matters as Landlord may reasonably request.

31. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

**Village Administrator
Village of North Aurora
25 E. State Street
North Aurora, IL 60542**

With a copy to:

**Kevin G. Drendel
Drendel Tatnall
A Professional Corporation
P.O. Box 1808
Batavia, IL 60510-6808**

If to Tenant, to:

**Southwestern Bell Mobile Systems, Inc.
d/b/a Cellular One - Chicago
930 National Parkway
Schaumburg, IL 60173
Attention: Vice President Network Operations**

With a copy to:

**Southwestern Bell Mobile Systems, Inc.
d/b/a Cellular One - Chicago
930 National Parkway
Schaumburg, IL 60173
Attention: Legal Department**

32. Assignment.

a. Except to an affiliate or a successor-in-interest of Tenant's business, Tenant may not assign this Agreement or sublet the Premises without the prior written consent of Landlord.

b. Nothing in this Agreement shall preclude Landlord from leasing other space on the Owned Premises (exclusive of the Premises) to any person or entity which may be in competition with Tenant, or any other party.

33. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

34. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

35. Taxes.

35.1 Within ninety (90) days following Tenant's completion of the installation of its equipment on the Premises, Tenant and Landlord shall cooperate in the preparation and filing of the appropriate Petition for Tax Division with the Kane County, Illinois Tax Assessor for the purpose of designating the Ground Space as a separate tax parcel. Until such time as the tax division is effective and a separate tax bill is issued for the Ground Space, Tenant shall be responsible either to pay real estate directly, or to reimburse Landlord in connection with the payment of any real estate or other similar taxes directly relating to Tenant's lease of the Ground Space, including assessments as a result of improvements made by Tenant. At the request of either party, the other shall provide evidence of payment of such taxes. Said payment of taxes shall be made before the due date thereof provided that Landlord submits all

tax bill(s) and notices of assessment to Tenant at least thirty (30) days prior to the due date thereof. Tenant's obligation to pay taxes relating to the Ground Space shall survive the termination of this Agreement, including any and all extensions thereof.

35.2 Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Ground Space, and if applicable, the Dome Space.

35.3 If the methods of taxation in effect at the Commencement Date of the Agreement are altered by the taxing body having jurisdiction so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

35.4 Tenant shall have the right to protest all taxes, assessments, charges, and impositions levied against its personal property, any improvements on the Ground Space and/or the Dome Space, or Tenant's leasehold interest in the Premises, and Landlord agrees to join in such protest, if required by law, and to permit Tenant to proceed with the protest in Landlord's name, provided that all expenses in any way relating to the protest are borne by Tenant. If Landlord initiates an action to protest taxes or other assessments, Tenant may join in such action provided that Tenant pay its own expenses of so participating. Landlord shall, within thirty (30) days of receipt of notice of any increase in taxes, assessments or other changes related to the Ground Space, or, if applicable, the Dome Space, send a copy of such notice to Tenant by certified mail, return receipt requested.

36. Cooperation.

36.1 Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Premises as contemplated in this Agreement, and to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request.

36.2 Each party shall provide to the other party a telephone number which will be answered by a representative of such party twenty-four (24) hours a day for use only in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.

37. **Entire Understanding / No Oral Modification.** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

38. **Miscellaneous Documentation.**

38.1 Landlord agrees to furnish Tenant with certified copy of Landlord's resolutions authorizing execution of this Agreement.

38.2 Landlord acknowledges receipt from Tenant of an Affidavit regarding delinquent taxes in the form attached as Exhibit "E" in compliance with Section 11-42.1-1 of the Illinois Municipal Code.

39. **Agreement Memorandum.** Simultaneous with the execution of this Agreement, the parties have executed a Memorandum of Agreement. Tenant may record the Memorandum of Agreement. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Agreement, the parties shall execute an Amendment to the Agreement.

40. **Miscellaneous.**

40.1 Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Agreement.

40.2 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

40.3 This Agreement shall be construed in accordance with the laws of the State of Illinois.

40.4 If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

40.5 *All terms herein are subject to the Local Governmental and Governmental Employee's Tort Immunity Act, 745 ILCS 10-1-101 et. seq.*

This Agreement was executed as of the date first set forth above.

LANDLORD:

VILLAGE OF NORTH AURORA

By: _____

Its Mayor

Its Clerk



TENANT:

**SOUTHWESTERN BELL MOBILE
BELL MOBILE SYSTEMS, INC.
d/b/a CELLULAR ONE-CHICAGO**

By: _____

**DANE F. ERSHEN, Vice President
Network Operations**

By: _____

**PETE RITCHER, Vice President
Finance**

EXHIBIT A

LEGAL DESCRIPTION OF OWNED PREMISES

EXHIBIT B

SURVEY

EXHIBIT C
ARCHITECT'S DRAWINGS

EXHIBIT D

CELL SITE FACILITIES OWNED BY TENANT IN NORTH AURORA

STATE OF ILLINOIS)) SS
COUNTY OF COOK)

I, the undersigned affiant, being first duly sworn on oath, do hereby depose and say that I am the Chief Financial Officer for Southwestern Bell Mobile Systems, Inc. d/b/a CELLULAR ONE-Chicago ("Company") and that I am authorized to make the following representations on behalf of Company pursuant to Section 11-42.1-1 of the Illinois Municipal Code (P.A. 86-1039):

☒ Company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

☐ Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue, but is contesting its liability for such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate Revenue Act.

☐ Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.

☐ Company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Southwestern Bell Mobile Systems,
Inc. d/b/a CELLULAR ONE-Chicago

Pete Ritcher

Vice President Finance

Melissa A. Fitzgerald
Notary Public

27

**VILLAGE OF NORTH AURORA
MEMORANDUM**

DATE: March 14, 2017

TO: Village Board, Mayor Berman

CC: Steven Bosco, Village Administrator

FROM: Paul Young, Water Operations Superintendent

SUBJECT: **East Treatment Plant MIOX Generator Installation**

On October 17, 2016, the Village Board approved the purchase of two (2) new MIOX generation units to be purchased and installed at the East Water Treatment Plant. These MIOX units produce the sodium hypochlorite which provides preventative disinfectant prior to the water entering distribution. These units were ordered and subsequently delivered a few weeks ago. There is currently \$150,000.00 in this year's budget for the purchase and installation of the two (2) new MIOX generation units.

Staff worked with MIOX engineering and Rempe-Sharpe before ordering the units as the future new well had to be considered and after ordering the units staff worked with Rempe-Sharpe to write the "scope of work" for installation. This would include removal of old units, new piping, new electrical feed, wiring and programming the new units to our existing SCADA system. It is anticipated that this work will take four (4) to five (5) days.

Rempe-Sharpe provided the MIOX unit specifications and "scope of work" to five known mechanical companies capable of performing this task with sub-contracting necessary. Rempe-Sharpe and staff, considering the scope of work involved, estimated the installation cost to be approximately \$15,000.00 - \$20,000.00.

Two (2) companies responded with pricing to do this work; one in the amount of \$61,688.00 and the other in the amount of \$90,570.00.

In order to reduce costs, staff and Rempe-Sharpe decided we could look to act as the "General Contractor" ourselves and meet with the three (3) main task providers to get quotes from and save on "overhead" and "mark-ups". Attached are the quotes staff received from Frost Electric (\$8,650.00), Dahme Mechanical Industries (\$6,900.00) and Energenecs (Not to exceed \$3,930.00). **Totaling \$19,480.00.**

Staff is seeking Village Board approval for the installation of the new MIOX generation units at the East Treatment Plant in the amounts quoted by Frost Electric, Dahme Mechanical Industries and Energenecs.

749 Morton Ave
Aurora, IL 60506

Phone: 630-897-3900
Fax: 630-897-0047
Email: frost@frost-electric.com

www.frost-electric.com



March 9, 2017

Village of North Aurora
25 East State St
North Aurora, IL 60542

Attn: Paul Young

Re: MIOX electrical installation East Building
316 Butterfield Rd

We are pleased to submit our Electrical Bid Proposal to provide labor and material regarding the above mentioned project as per site visit and discussions and as per follows.

SCOPE:

INCLUSIONS:

- Furnish and install power (110 V) to 3 – new chlorination pumps
- Power from panel by office
- New breakers required
- Wire only 2 pumps at present time (other pump future install)
- Mount alternator cabinet in chlorine room
- Provide control pipe and wire to tie to existing cabinet
- Existing control box to remain
- Demolition of power from existing units included
- Work during normal hours

EXCLUSIONS

- Tax
- Permit fees
- Utility fees (if any)
- Bond
- Programming for the control by others
- No premium labor hours

Base Bid

\$ 8,650.00

Thanks for the opportunity

Keith Martin

Frost Electric



March 1, 2017

Village of North Aurora
25 East State St.
North Aurora, IL 60542

Attn: Paul Young, Superintendent of Water Operations

RE: Chlorine Generator Replacement

Sir -

Pursuant to your inquiry regarding the above subject, we are pleased to offer our proposal for your consideration. Dahme Mechanical Industries, Inc. will provide the following scope of work:

- Coordinate all construction activities and outages with VoNA Operations personnel prior to commencement of work; DMI may need VoNA personnel to assist in offloading of material handling equipment
- DMI to remove (3) existing chlorine generators and relocate to main treatment gallery for disposal by others
- DMI to install (2) new chlorine generators as furnished by VoNA
- DMI to install (2) new float valves as furnished by VoNA
- Chlorine generators will be vented to the room; no provision is included for vent piping
- DMI to furnish and install all local piping connections as needed to integrate new chlorine generators into existing piping arrangement
- DMI will leave the work area in at least the condition upon which we arrived at project completion
- All construction debris will be stockpiled on site for disposal by others
- All electrical and restoration (painting, concrete repairs, etc.) are excluded from this proposal and are to be provided by others
- All piping connections will be tested with current operating pressures and any leaks will be addressed prior to demobilizing
- One-year labor and material warranty is included for DMI-provided items

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or specifically described above.

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due upon completion.

Total price as described above: \$6,900.00

Dahme Mechanical Industries, Inc. standard insurance is included. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal may be withdrawn by us if not accepted within 30 days.

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
kkomorn@dahmemechanical.com

**energenecs****QUOTE**

Order Number: 0028394
Order Date: 3/13/2017
Salesperson: DDS

Sold To:
North Aurora, Village of
Attn: Accounts Payable
25 East State Street
North Aurora, IL 60542

Ship To:
North Aurora, Village of
Attn: Accounts Payable
25 East State Street
North Aurora, IL 60542

Confirm To: Paul Young**Customer Number:** NOR002

Customer P.O. QUOTE	Ship VIA		F.O.B.		Terms Net 30	
Item Code	Unit	Ordered	Shipped	Back Order	Cost/Unit	Amount
/SR	Service Quoted Jobs					
	EACH	1.00	0.00	0.00	3,930.00	3,930.00

Service work by Dave Simon not to exceed \$3930.00, to be billed actual time and material

Convenience Fee of 3% will be added to all invoices paid by credit card.

Net Order:	3,930.00
Less Discount:	0.00
Freight:	0.00
Sales Tax	0.00
Order Total:	3,930.00

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: PETITION 17-02: 102 S. LINCOLNWAY SPECIAL USE
AGENDA: 3/20/2017 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow Motor Vehicle Repair and/or Service at 102 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois

DISCUSSION

The petitioner is requesting a special use to allow Motor Vehicle Repair and/or Service on the subject property. The subject property is located in the B-3 Central Business District. Motor vehicle service and repair is classified as a special use in the B-3 Central Business District. According to the Zoning Ordinance, if any nonconforming use is discontinued, or becomes vacant, and remains discontinued or unoccupied for a continuous period of 180 days such use shall be deemed to be abandoned. As the previous use has been abandoned for more than 180 days, a special use to allow motor vehicle service and repair on the subject property is needed.

A public hearing was held before the Plan Commission at their February 7, 2017 meeting. The Plan Commission discussed several items pertaining to the proposed special use -- items involving the current state of the property and proposed business operations. The Plan Commission discussed the condition of the sidewalk and signage. With regard to the business operation, The Plan Commission stated that they do not want cars being stored outside of the building. They also wanted to make sure there was adequate space for dumpster pick up and that cars were not being test driven on John Street. The petitioner confirmed adequate space for dumpster pick up and stated that the building has four (4) bays, which would allow plenty of space for the indoor storage of motor vehicles. Staff notes that a Condition #1 of the staff report states that *outdoor storage of inoperable vehicles shall be prohibited*. Lastly, staff stated that the traffic code would apply to any test driving incidents on John Street. The Plan Commission unanimously recommended approval of the proposed special use, subject to the six conditions listed in the staff report.

This item was again discussed by the Village Board at the March 6, 2017 Committee of the Whole meeting. The Board acknowledged that the petitioner included the recommended changes to the building façade aesthetics suggested by the Board at their December 19, 2016 Committee of the Whole concept plan discussion. The Board did not include any additional conditions and recommended an approving ordinance for Petition #17-02.

Attachments:

1. Staff report to the Plan Commission.
2. An Ordinance granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow Motor Vehicle Repair and/or Service at 102 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois

Staff Report to the Village of North Aurora Plan Commission

FROM: Mike Toth, Community and Economic Development Director

GENERAL INFORMATION

Meeting Date: February 7, 2017

Petition Number: #17-02

Petitioner: John White

Request(s): Special use to allow Motor Vehicle Repair and/or Service

Location: 102 S. Lincolnway

Parcel Number(s): 15-04-256-007

Size: Approximately 14,810 sq. ft.

Current Zoning: B-3 – Central Business District

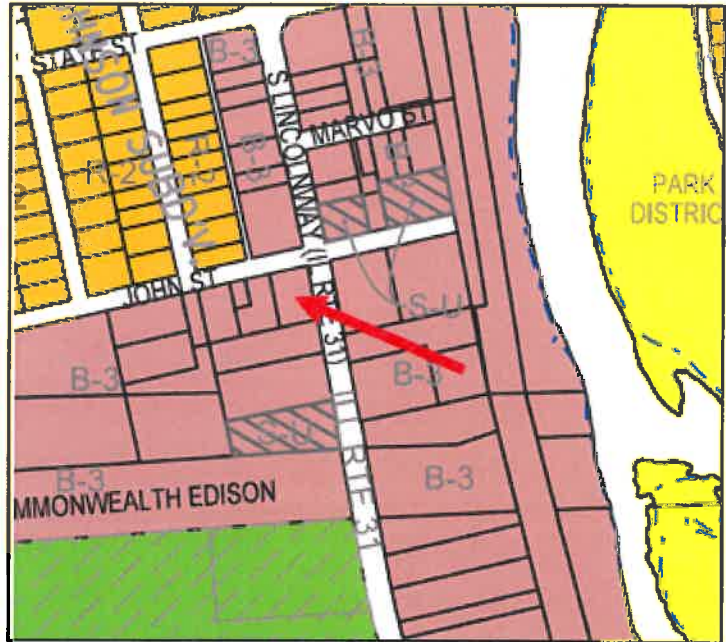
Contiguous Zoning: B-3 – Central Business District (north, south, east and west)

Comprehensive Plan Designation: Village Center/Mixed Use

PROPOSAL

The 5,326 square foot building located on the subject property has historically been used for motor vehicle service. The submitted plans include updates to the site and building for motor vehicle service and repair use.

The subject property is located in the B-3 Central Business District. Motor vehicle service and repair is classified as a special use in the B-3 Central Business District. According to the Zoning Ordinance, if any nonconforming use is discontinued, or becomes vacant, and remains discontinued or unoccupied for a continuous period of 180 days such use shall be deemed to be abandoned. As the previous use has been abandoned for more than 180 days, a special use to allow motor vehicle service and repair on the subject property is needed.



Staff finds that the proposed special use meets the Standards for Specials Uses, as submitted by the petitioner, and as set forth in the Zoning Ordinance. Should the Plan Commission elect to approve the special use, staff recommends that the Plan Commission make a motion to include the following conditions:

1. Outdoor storage of inoperable motor vehicles shall be prohibited.
2. The storage rack adjacent to the northeast corner of the existing building exterior shall be removed from the subject property.
3. Any existing debris shall be removed from the subject property and the site shall be maintained in an orderly fashion.
4. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.
5. The Petitioner/Owner shall grant to the Village, at no cost to the Village, a twenty-five (25) foot easement public utility easement for storm sewer purposes spanning the entirety of the eastern boundary of the subject property. The Village shall fully complete all necessary restoration work done as part of the storm sewer installation.
6. Any modification or intensification that alters the essential character or operation of the use in a way not approved at the time the special use was granted shall require new special use approval.



VILLAGE OF
**NORTH
AURORA**
Crossroads on the Fox

25 East State Street, North Aurora, IL 60542
P: 630.897.1457 F: 630.897.0269
www.northaurora.org

APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA
Board of Trustees
25 East State Street
North Aurora, IL 60542

PETITION NO. 17-02

FILE NAME Special Use Motor Vehicle Repair

DATE STAMP

RECEIVED

JAN 30 2017

I. APPLICANT AND OWNER DATA

Name of Applicant* John White

**VILLAGE OF
NORTH AURORA**

Address of Applicant 8100 Van Emmon Rd

Telephone Numbers 630-800-0606

Email Address jwhi567@aol.com

Name of Owner(s)* Kathy Moecher

Telephone Numbers 5859431544

If Applicant is other than owner, attach letter of authorization from Owner.

Title of Record to the real estate was acquired by Owner on 1/4/17

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 102 S Lincolnway Rte 31 North Aurora
(indicate location if no common address)

Legal Description: Included on Survey

Parcel Size 14,810 SF

Present Use Automotive Shop (vacated)
(business, manufacturing, residential, etc.)

Present Zoning District B3- Central Business district
(Zoning Ordinance Classification)



25 East State Street, North Aurora, IL 60542
P: 630.897.1457 F: 630.897.0269
www.northaurora.org

4. A written certified list containing the names of registered owners, their mailing addresses and tax parcel numbers, of all properties within 250 feet of the property for which the special use is requested.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. A copy of owner's title insurance policy or the deed for the subject property.
7. Filing fee in the amount of \$4,300.00, if paid by check make payable to the Village of North Aurora.
8. Letter of authorization letter from owner, if applicable.
9. Disclosure of beneficiaries of land trust, if applicable.

Completed forms for the following must accompany application

10. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's EcoCat online application
11. Visit the Kane DuPage Soil and Water Conservation District's website www.kanedupageswcd.org for a Land Use Opinion Application

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.


The Applicant is responsible for publishing a legal notice in the newspaper, sending certified mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.


Applicant or Authorized Agent

1/11/17
Date


Owner *

1/4/17
Date

***SOLELY FOR PURPOSES OF EVIDENCING OWNER'S CONSENT TO APPLICANT'S REQUEST FOR APPROVAL**
Application for Special Use **OF A SPECIAL USE** Page 4 of 6



III. PROPOSED SPECIAL USE

Describe briefly the type of use and improvement proposed Upscale complete
Auto repair center. Focusing on Customer service above and beyond. Some Auto accessories will
be sold at retail

What are the existing uses of property within the general area of the Property in question?
Garage has been vacant for the past 180 days, previously used as a garage for Truck
accessories

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) over 17K cars pass thru the area daily, the garage would be a welcome sight with a very comfortable customer waiting area. Most auto centers are specialty repairs not total repair. Local business will prosper from us being there, advanced Auto, BP Gas 7 eleven restaurants.

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.

Yes this special use is allowed in the zoning district.

2. The proposed special use is deemed necessary for the public convenience at that location.

Yes this is a service use for the public convenience providing quality car repair services at a clean and convenient location.

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.

This use will not create an excessive additional impact at public facilities and services and will be beneficial to the economic welfare of the community by providing reasonable priced full service car repairs to the community and it may create jobs.

4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

Yes, since the proposed use is the properties highest and best use given the existing building, limited parking and small lot size.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

Yes this service will be harmonious and compatible in use and appearance to the general facility and will not have late night hours and all repairs will be completed inside the facility.

6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

No, it will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood.

7. The proposed special use is compatible with development on adjacent or neighboring property.

Yes, there are a number of other service uses in the area.

8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

This is an existing site and there have not been any past issues.

9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

Yes the plan meets the required parking spaces.

10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

Yes this is an existing site and all utilities are already provided.

11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

Yes this is an existing building with existing improvements on it.



25 East State Street, North Aurora, IL 60542
P: 630.897.1457 F: 630.897.0269
www.northaurora.org

Following are the names and addresses of all properties within 250 feet of the property in questions for which the special use being is being requested.

TAX PARCEL NO.	NAME	MAILING ADDRESS
<u>1504256007</u>	<u>Paul E & Kathy Moecher</u>	<u>37W461 Heritage Dr, Batavia IL</u>
<u>1504253017</u>	<u>Queens Oak Holding Trust</u>	<u>5032 Parkway Plaza Blvd Charlotte NC</u>
<u>1504254008</u>	<u>Nicklaus & Sarah Unold</u>	<u>17 S Adams St North Aurora IL</u>
<u>1504254009</u>	<u>Ernest L Latham</u>	<u>21 S Adams St, North Aurora IL</u>
<u>1504254010</u>	<u>Phillip A Woods</u>	<u>111 John St North Aurora IL</u>
<u>1504254017</u>	<u>Kevin Staton</u>	<u>97 E Rickard Dr Oswego IL</u>
<u>1504254018 & 154256003</u>	<u>North Aurora Village</u>	<u>25 E state St North Aurora IL</u>
<u>1504255012</u>	<u>Rose Wendel Trustee</u>	<u>2380 Ridge Rd Highland Park IL</u>
<u>1504255013 & 1504255030</u>	<u>Michael Neil</u>	<u>19 S Lincolnway, North Aurora IL</u>
<u>1504255039</u>	<u>Timothy & Cherie Miller</u>	<u>11 John St North Aurora IL</u>
<u>1504255041</u>	<u>KulKorp LLP, Karen Kulcycki</u>	<u>1750 W Ogden Ave Unit 4855 Naperville IL</u>
<u>1504256004</u>	<u>Tuu Duc Le & Xuan Thi Luu</u>	<u>1050 Cochran St Aurora IL</u>
<u>1504256005</u>	<u>Aurora Dentrax PC</u>	<u>2124 Ogden Ave Ste 303 Aurora IL</u>
<u>1504256006</u>	<u>Thomas J & Maarylin A Leuer</u>	<u>434 S EdgeLawn Dr Aurora, IL</u>

also sent to 1504256008, 1504256014, 1504256018, 1540276001, 154276002, 154276012, 154276014, 1504401002

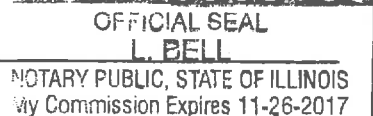
I, John White, being first duly sworn on oath certifies that all fo the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

[Signature]
Applicant Signature

1/20/17
Date

SUBSCRIBED AND SWORN TO
Before me this 20th day of Jan 2017.

[Signature]
Notary Public



Tax Parcel	Tax Name	Address
1504256008	Verna L Ohler	2017 Larchwood Dr North Aurora IL
1504256014	Laurie, Joseph & Rosemary Laurie	3677 Canton Cir Mundelein IL
1504256018	James Eccher, Bob Tirona	37 S River St Aurora, IL
1504276001	Laurie, Joseph & Rosemary Laurie	101 S Lincolnway North Aurora
1504276002	12 John St LLC	12 John St North Aurora IL
1504276012	Trust 8002367289 Aurora 111	505 N Lake Shore Dr Apt 3707 Chicago
1504276014	Michael Covelli Jr	821 N Deerpath Rd North Aurora IL
1504401002	4 V Investments LLC	2000 W Main St St Charles IL

I, John White being first duly sworn on oath certifies that all fo the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

Applicant Signature Date

SUBSCRIBED AND SWORN TO

Before me this January day of 17

Notary Public 1504256007 Paul E & Kathy Moecher 37W 461 Heritage Dr, Batavia IL

1504253017 Queens Oak Holding Trust 5032 Parkway Plaza Blvd Charlotte NC

1504254008 Nicklaus & Sarah Unold 17 S Adams St North Aurora IL

1504254009 Ernest L Latham 21 S Adams St, North Aurora IL

1504254010 Phillip A Woods 111 John St North Aurora IL

1504254017 Kevin Staton 97 E Rickard Dr Oswego IL

1504254018 & 154256003 North Aurora Village 25 E state St North Aurora IL

1504255012 Rose Wendel Trustee 2380 Ridge Rd Highland Park IL

1504255013 & 1504255030 Michael Neil 19 S Lincolnway, North Aurora IL

1504255039 Timothy & Cherie Miller 11 John St North Aurora IL

1504255041 KulKorp LLP, Karen Kulcycki 1750 W Ogden Ave Unit 4855 Naperville IL

1504256004 Tuu Duc Le & Xuan Thi Luu 1050 Cochran St Aurora IL

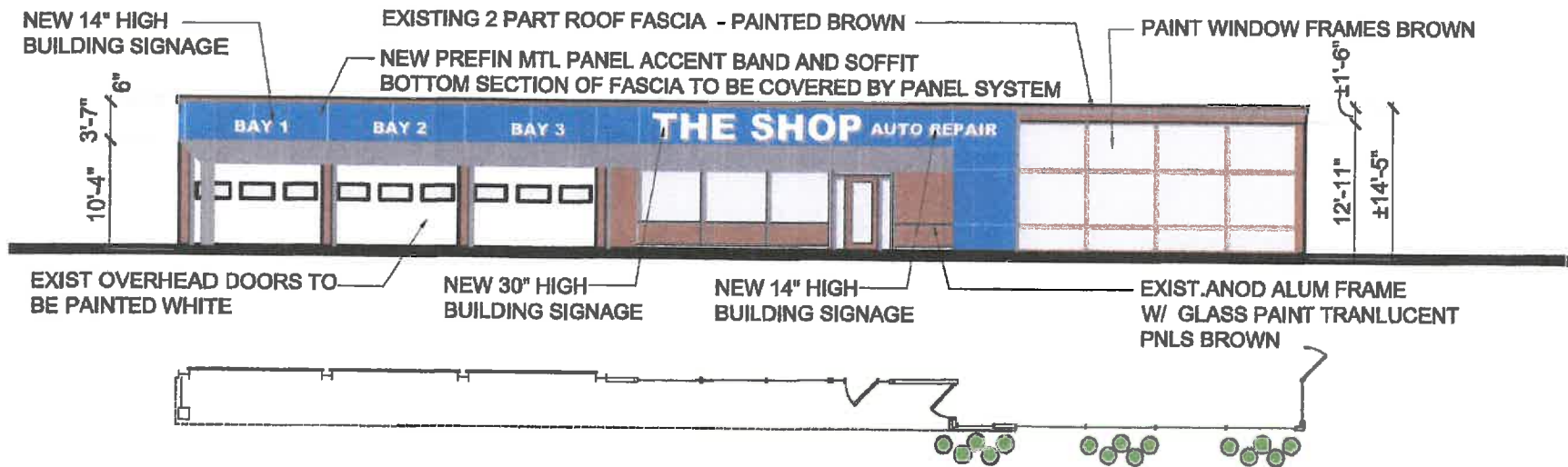
1504256005 Aurora Dentrix PC 2124 Ogden Ave Ste 303 Aurora IL

1504256006 Thomas J & Maarylin A Leuer 434 S EdgeLawn Dr Aurora, IL

OFFICIAL SEAL

L. BELL

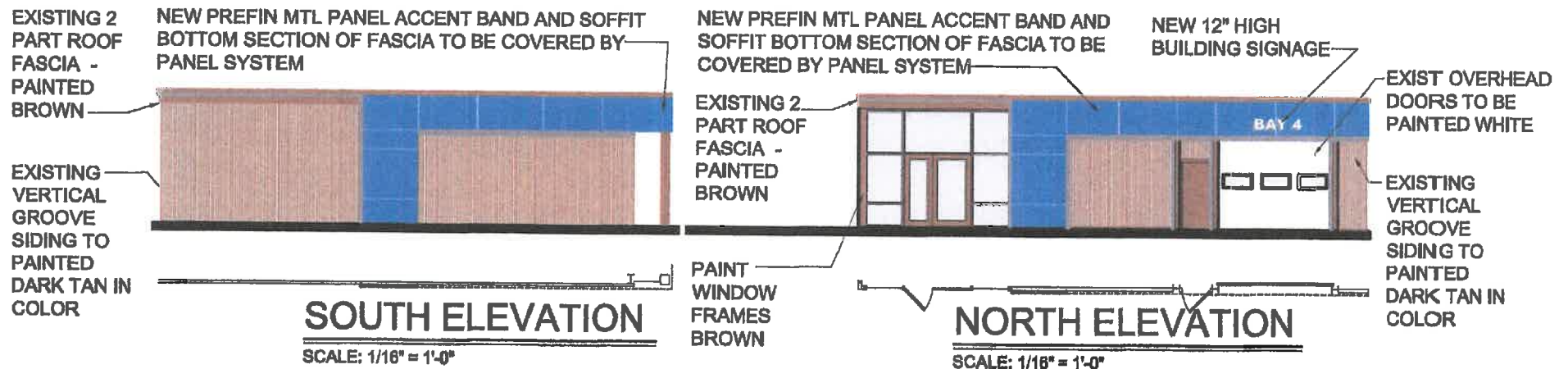
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11-26-2017



EAST ELEVATION

SCALE: 1/16" = 1'-0"

COLORS TO BE SELECTED BY OWNER



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

NORTH ELEVATION

SCALE: 1/16" = 1'-0"



A+M ARCHITECTS, LLC

40 Landover Parkway Suite 3
Hawthorn Woods, Illinois 60047
TEL: 847.726.9517
FAX: 847.726.9516

New Retrofit for :

THE SHOP AUTO REPAIR CENTER
102 S. LINCOLNWAY NORTH AURORA, IL

Date: 01/03/17

Dwg: 16-102

Drawn by: AA

© 2017 A+M Architects, LLC

EL

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17,
CHAPTER 8 OF THE NORTH AURORA ZONING ORDINANCE TO ALLOW
MOTOR VEHICLE REPAIR AND/OR SERVICE AT 102 S. LINCOLNWAY IN
THE B-3 CENTRAL BUSINESS DISTRICT, VILLAGE OF NORTH AURORA,
ILLINOIS**

(Petition #17-02; 102 S. Lincolnway)

WHEREAS, the President and Board of Trustees of the Village of North Aurora have heretofore adopted the North Aurora Zoning Ordinance, otherwise known as Title 17 of the Code of North Aurora, Illinois; and,

WHEREAS, the Subject Property as defined below is zoned B-3 – Central Business District; and,

WHEREAS, an application has been filed requesting approval of a special use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow Motor Vehicle Repair and/or Service; and

WHEREAS, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on February 7, 2017 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the special use described herein; and,

WHEREAS, the President and Board of Trustees determines that the findings and recommendations of the Plan Commission are reasonable and appropriate and that the approval of the requested special use for the Subject Property is consistent with the criteria for special uses as recommended by the Plan Commission and is in the best interests of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals set forth above are incorporated in this Ordinance as material finding of the President and the Board of Trustees.

SECTION 2: That a special use is hereby granted for the Subject Property, as described in Section 3 below and subject to the conditions specified in Section 4 below, pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow Motor Vehicle Repair and/or Service.

SECTION 3: That this Ordinance is limited and restricted to the property located at 102 S. Lincolnway, North Aurora, Illinois and legally described as follows:

THAT PART OF THE EAST ½ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF AURORA-BATAVIA ROAD AND THE SOUTH LINE OF JOHN STREET; THENCE WESTERLY, ALONG THE SOUTH LINE OF JOHN STREET, 100 FEET; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF AURORA-BATAVIA ROAD, 140.0 FEET; THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF JOHN STREET, 100.0 TO THE WEST LINE OF AURORA BATAVIA ROAD; THENCE NORTHERLY, ALONG THE WEST LINE OF AURORA-BATAVIA ROAD, 140.0 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Parcel Number: 15-04-256-007; (the "Subject Property")

SECTION 4: The special use, as provided for in Section 1 of this Ordinance shall be granted subject to compliance with the following conditions:

1. Outdoor storage of inoperable motor vehicles shall be prohibited.
2. The storage rack adjacent to the northeast corner of the existing building exterior shall be removed from the subject property.
3. Any existing debris shall be removed from the subject property and the site shall be maintained in an orderly fashion.
4. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.
5. The Petitioner/Owner shall grant to the Village, at no cost to the Village, a twenty-five (25) foot easement public utility easement for storm sewer purposes spanning the entirety of the eastern boundary of the subject property. The Village shall fully complete all necessary restoration work done as part of the storm sewer installation.
6. Any modification or intensification that alters the essential character or operation of the use in a way not approved at the time the special use was granted shall require new special use approval.

Ordinance No. _____
Re: Petition #17-02
Page 3

SECTION 5: Each and every provision of this Ordinance is severable from each and every other provision of this Ordinance; and if any provision of this Ordinance is deemed invalid and/or unenforceable, such provision shall be deemed severed from this Ordinance, leaving each and every other provision in this Ordinance in full force and effect.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2016, A.D.

Mark Carroll	_____	Laura Curtis	_____
Chris Faber	_____	Mark Gaffino	_____
Mark Guethle	_____	Michael Lowery	_____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: SITE PLAN REVIEW – NORTH AURORA SMILES
AGENDA: 3/20/2017 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance approving the Site Plan for the property located on Lot 107 of the Randall Crossing Subdivision in the Village of North Aurora

DISCUSSION

As illustrated by the submitted plans, the intent of this request is to accommodate the development of a 5,338 square foot single-story dental office facility. Dental Offices are classified as a permitted use in the B-2 General Business District.

Per Section 4.4 of the Zoning Ordinance, site plan review is required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved.

The Plan Commission discussed this item at their February 7, 2017 meeting. The Plan Commission did not have any additional comments or suggestions of the proposed dental office and recommended approval of the site plan, subject to the one condition listed in the staff report.

This item was discussed by the Village Board at the March 6, 2017 Committee of the Whole meeting. The Board commended the building façade aesthetics and recommended an approving ordinance for the site plan.

Attachments:

1. Staff report to the Plan Commission.
2. An Ordinance approving the Site Plan for the property located on Lot 107 of the Randall Crossing Subdivision in the Village of North Aurora

**STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION
FROM: MIKE TOTH, COMMUNITY DEVELOPMENT DIRECTOR**

GENERAL INFORMATION

Meeting Date: February 7, 2017

Petition Number: SPA #17-02

Petitioner: Jacob & Hefner Associates, Inc.

Request: Site Plan Approval

Location: Lot 107 of Randall Crossing

Parcel Number(s): 12-32-403-005

Size: 2.06 acres

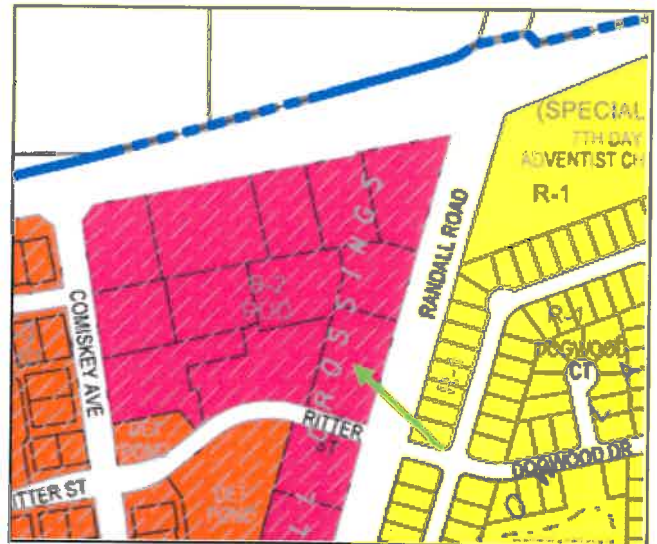
Current Zoning: B-2 General Business District
Planned Unit Development (Randall Highlands PUD)

Contiguous Zoning: North, South and West: B-2
General Business District Planned Unit
Development East: R-1 Single Family Residence
District

Comprehensive Plan Designation:
'Regional Commercial'

Attachments:

1. Site plan, prepared by Jacob & Hefner Associates, Inc., dated January 31, 2017.
2. Landscape plan, prepared by McCallum Associates, dated February 1, 2017.
3. Exterior conceptual design plans, prepared by HTJ Architects LLC.



PROPOSAL

The subject property is located in the B-2 General Business District and has already been granted a special use for a general commercial planned unit development, known as the Randall Highlands. As illustrated by the submitted plans, the intent of this request is to accommodate the development of a

5,338 square foot single-story dental office facility. Dental Offices are classified as a permitted use in the B-2 General Business District.

Per Section 4.4 of the Zoning Ordinance, site plan review is required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved.

Staff has reviewed the submitted plans and confirms compliance with the Zoning Ordinance and Randall Highlands Planned Unit Development.

SITE PLAN APPROVAL

Standards for Site Plan Review. The scope of site plan review includes the location of principal and accessory structures, infrastructure, open space, landscaping, topography, grading plan, building elevations, exterior lighting, traffic movement and flow, number of parking spaces, design of parking lots, and location of landscaping and screening. In reviewing site plans, the relationship of the site plan to adopted land use policies, and the goals and objectives of the Comprehensive Plan shall be evaluated. In addition, the following characteristics shall also be considered:

1. The arrangement of the structures and buildings on the site to:
 - a. Allow for the effective use of the proposed development.
 - b. Allow for the efficient use of the land.
 - c. Ensure compatibility with development on adjacent property.
 - d. Respond to off-site utility and service conditions, and minimize potential impacts on existing or planned municipal services, utilities, and infrastructure.
 - e. Protect the public health, safety, convenience, comfort, and general welfare.
 - f. Conform to the requirements of this Ordinance and other applicable regulations.
2. The arrangement of open space or natural features on the site to:
 - a. Create a desirable and functional environment for patrons, pedestrians, and occupants.
 - b. Preserve unique natural resources where possible, such as, but not limited to forested areas and, hydrological features.
 - c. Provide adequate measures to preserve existing healthy, mature trees wherever practically feasible.
 - d. Provide adequate measures to preserve identified natural resources on adjacent sites.
 - e. Design drainage facilities to promote the use and preservation of natural watercourses, patterns of drainage and compliance with existing stormwater control and erosion protection facilities or requirements.
 - f. Avoid unnecessary or unreasonable alterations to existing topography.
3. The organization of circulation systems to:
 - a. Provide adequate and safe access to the site.

- b. Minimize potentially dangerous traffic movements.
 - c. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.
 - d. Minimize curb cuts.
- 4. The design of off-street parking lots or garages to:
 - a. Minimize adverse impacts on adjacent properties.
 - b. Promote logical and safe parking and internal circulation.
- 5. In accordance with Section 14.2 (Landscape Plan) the design of landscape improvements and related features to:
 - a. Create a logical transition to adjoining lots and developments.
 - b. Screen incompatible, negative, or unsightly uses.
 - c. Minimize the visual impact of the development on adjacent sites and roadways.
 - d. Utilize plant materials suitable to withstand the climatic conditions of the Village and microclimate of the site.
 - e. Promote and enhance the appearance and image of the Village.
- 6. Site illumination that is designed, located, and installed in a manner that will minimize adverse impacts on adjacent properties.
- 7. Conformance of the proposed development with the goals and policies of the Comprehensive Plan and all Village codes and regulations.

FINDINGS

The Department of Community Development finds that the proposed site plan for Lot 107 of Randall Crossing meets the Site Plan Approval Standards and general zoning provisions set forth in the Zoning Ordinance. Staff recommends that the following conditions:

- 1. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.

ORDINANCE NO.

**ORDINANCE APPROVING THE SITE PLAN
FOR THE PROPERTY LOCATED ON
LOT 107 OF THE RANDALL CROSSING SUBDIVISION
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the North Aurora Plan Commission has reviewed the site plan for the property located on Lot 107 of the Randall Crossing Subdivision (hereinafter the "Property") pursuant to the application for site plan review filed by Jacob & Hefner Associates, Inc. for the Property; and

WHEREAS, the North Aurora Plan Commission has considered the site plan for the Property in light of the general standards and specific standards for site plan review set forth in Title 17 (Zoning), Chapter 4, Section 4.4 (Site Plan Review), Subsection A and Subsection D of the North Aurora Code; and

WHEREAS, the North Aurora Plan Commission made a formal recommendation of approval for the site plan at their February 7, 2017 meeting.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of North Aurora as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The North Aurora Board has considered the Plan Commission recommendation and all of the general and specific site plan standards set forth in Title 17, Chapter 4, Section 4.4 of the North Aurora Code and finds that all of the standards have been satisfied.
3. The site plan in the form attached hereto and incorporated herein by reference as Exhibit "A", the building elevation plans in the form attached hereto and incorporated herein by reference as Exhibit "B" and the landscape plan in the form attached hereto and incorporated herein by reference as Exhibit "C" is hereby approved, subject to the following condition:
 - a. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.

Ordinance # _____

4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Mark Carroll _____

Laura Curtis _____

Chris Faber _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

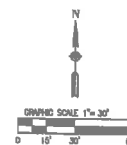
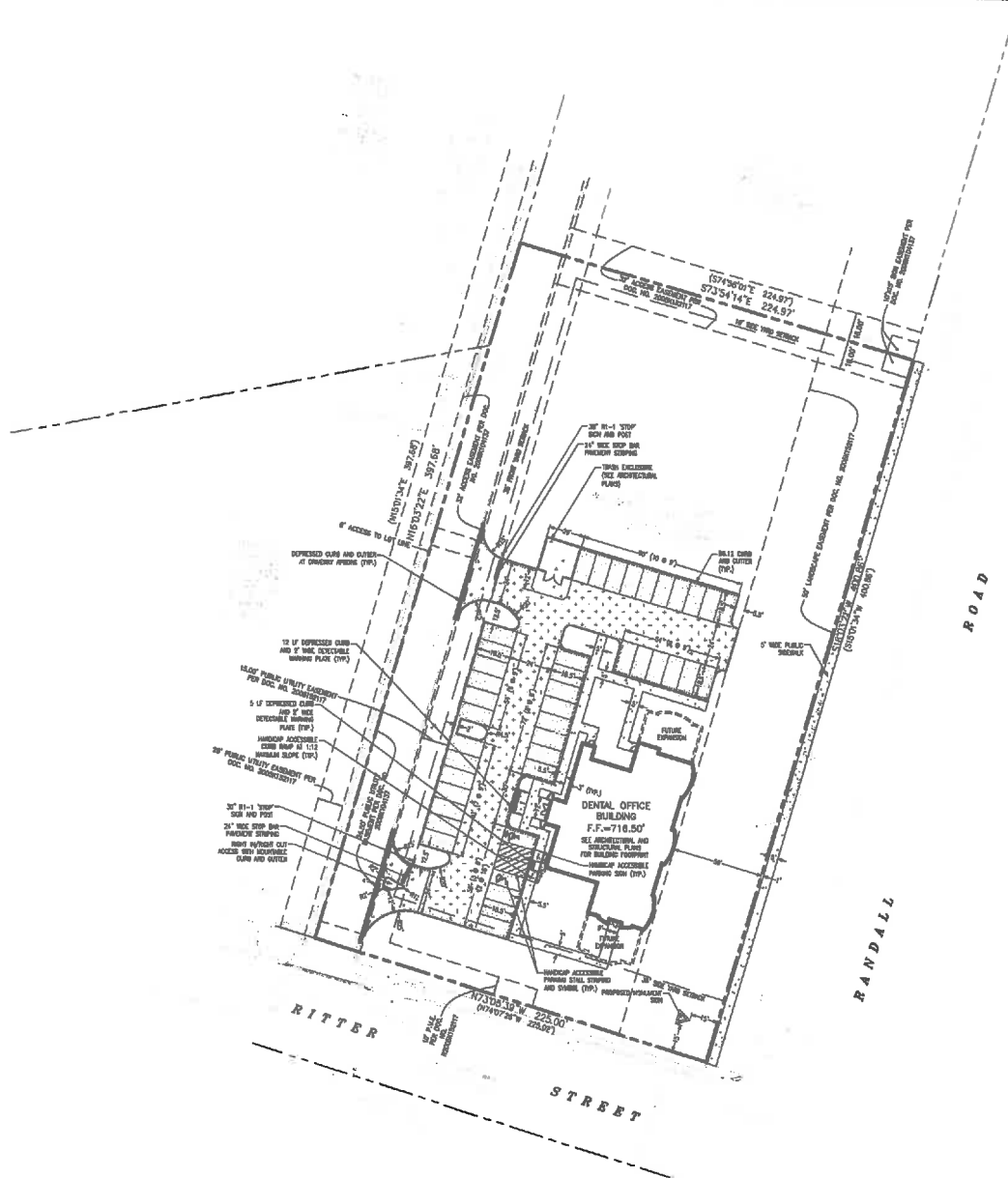
ATTEST:

Village President

Village Clerk

Ordinance # _____

EXHIBIT "A" – SITE PLAN



SITE DATA TABLE:

PROPERTY AREA:	2.06 ACRES
IMPERVIOUS AREA: (SBS)	0.79 ACRES
PERVIOUS AREA: (SBS)	1.27 ACRES
BUILDING AREA:	5,330 SQ. FT.
PARKING REQUIRED:	
PROPOSED:	15 STALLS (1.5 STALLS PER EXAM ROOM)
FUTURE:	28 STALLS (1.6 STALLS PER EXAM ROOM)
PARKING PROVIDED:	42 STALLS
STANDARD PARKING:	40 STALLS
HANDICAP ACCESSIBLE PARKING:	2 STALLS

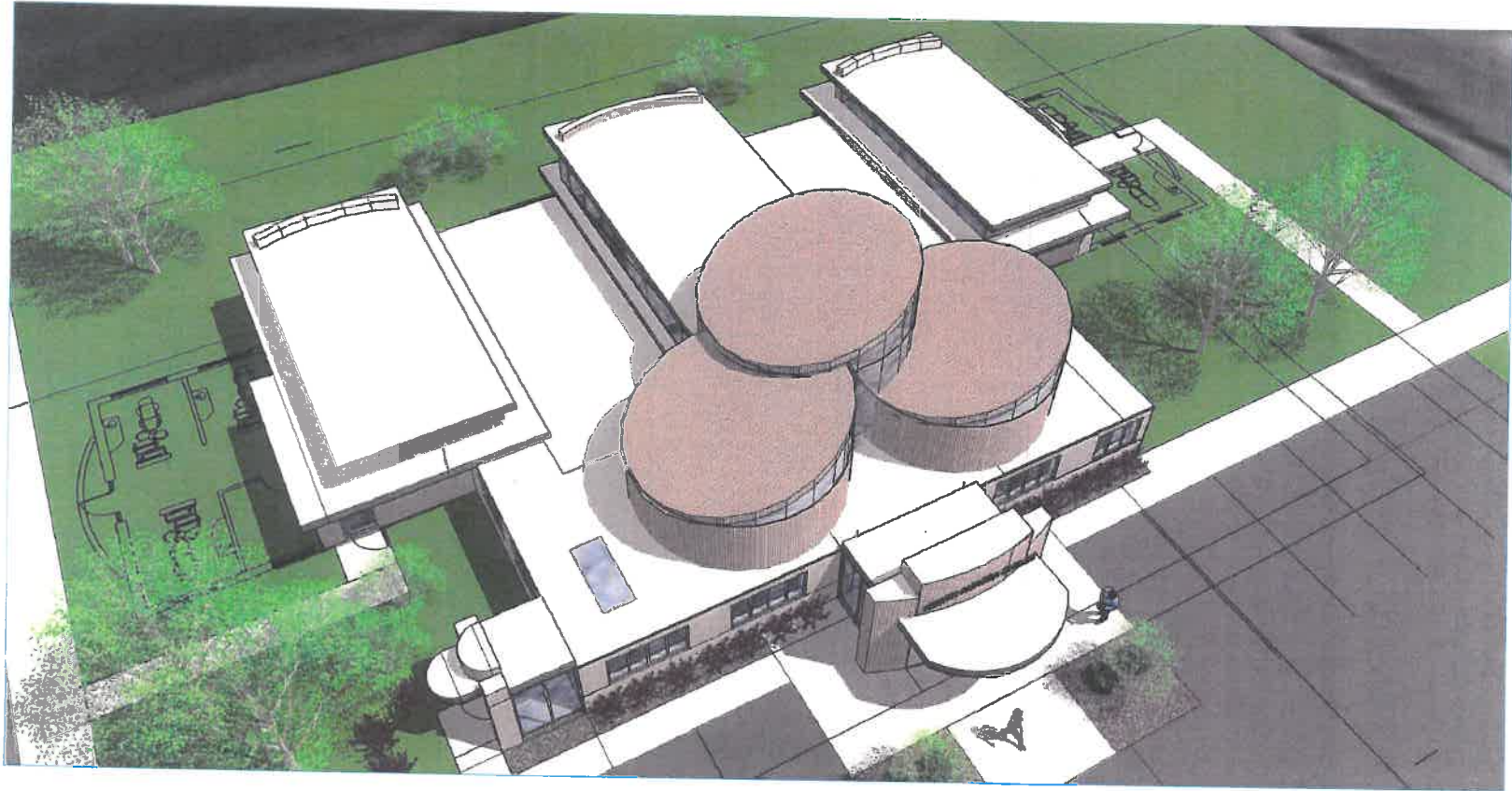
PAVEMENT HATCH LEGEND:

	ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE DRIVEWAY

SITE PLAN		1/21/17	1/21/17
NORTH AURORA SMILES		3 Per Village Commission	12/28/16
NWC RANDALL ROAD AND RITTER STREET		2 Per Architect	12/22/16
NORTH AURORA, ILLINOIS		1 Original Plans Set	12/22/16
		No	Description
JACOB & HEFFNER ASSOCIATES		1111 Butterfield Rd., Suite 300, North Aurora, IL 60151	
		PHONE: 848 952-8484 FAX: 848 952-8481	
		www.jacobandheffner.com	
F196a		1" = 30'	
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Ordinance # _____

EXHIBIT "B" – BUILDING ELEVATION PLANS



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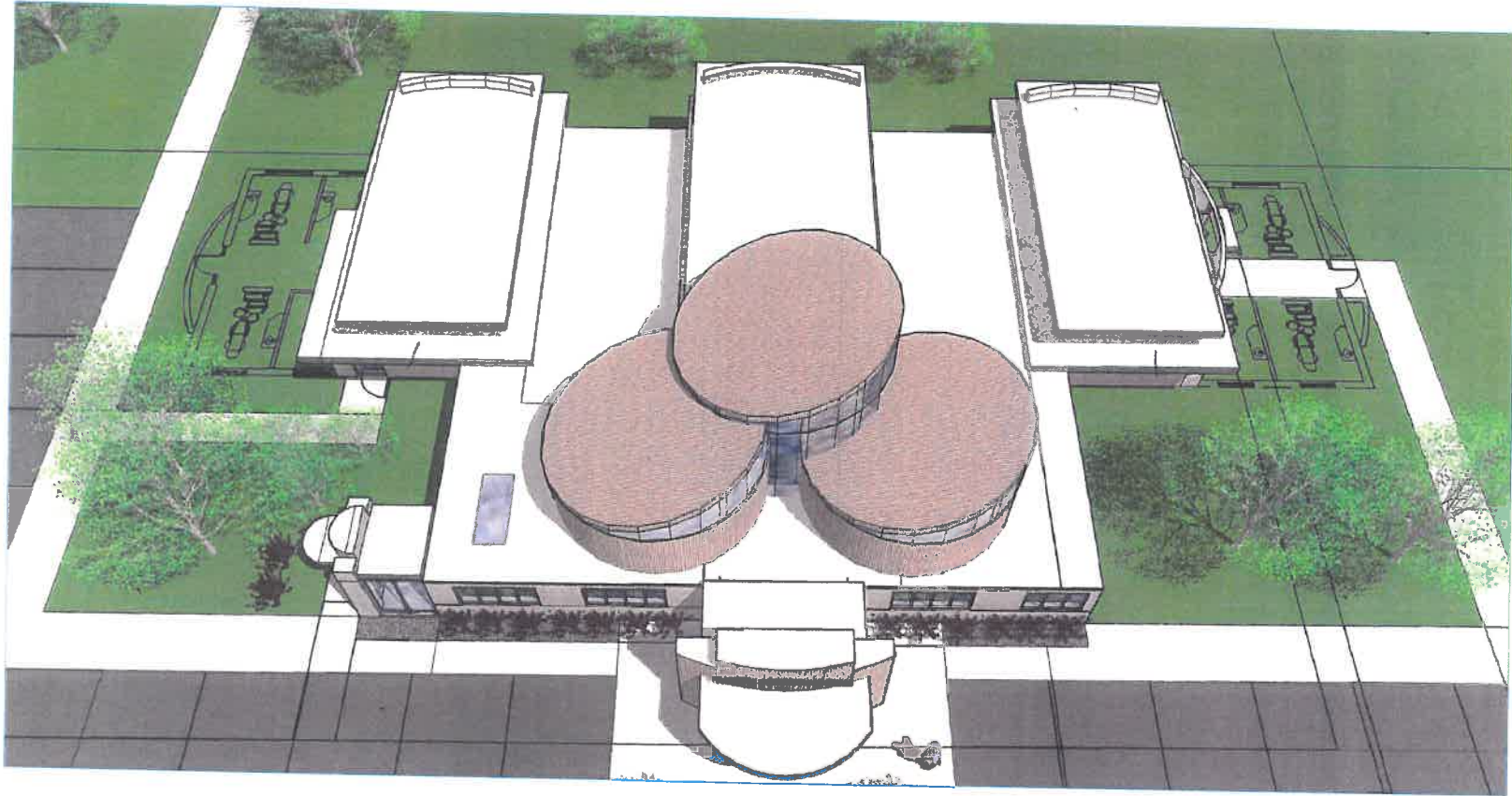
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A PROPOSED NEW OFFICE FOR:
NORTH AURORA SMILES
 NWC Randall Road and Ritter Street
 North Aurora, Illinois



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 DESIGN IMAGE

PROJECT NUMBER
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EXTERIOR CONCEPTUAL
DESIGN IMAGE

PROJECT NUMBER
AZ001
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A PROPOSED NEW OFFICE FOR
NORTH AURORA SMILES
NWC Randall Road and Ritter Street
North Aurora, Illinois

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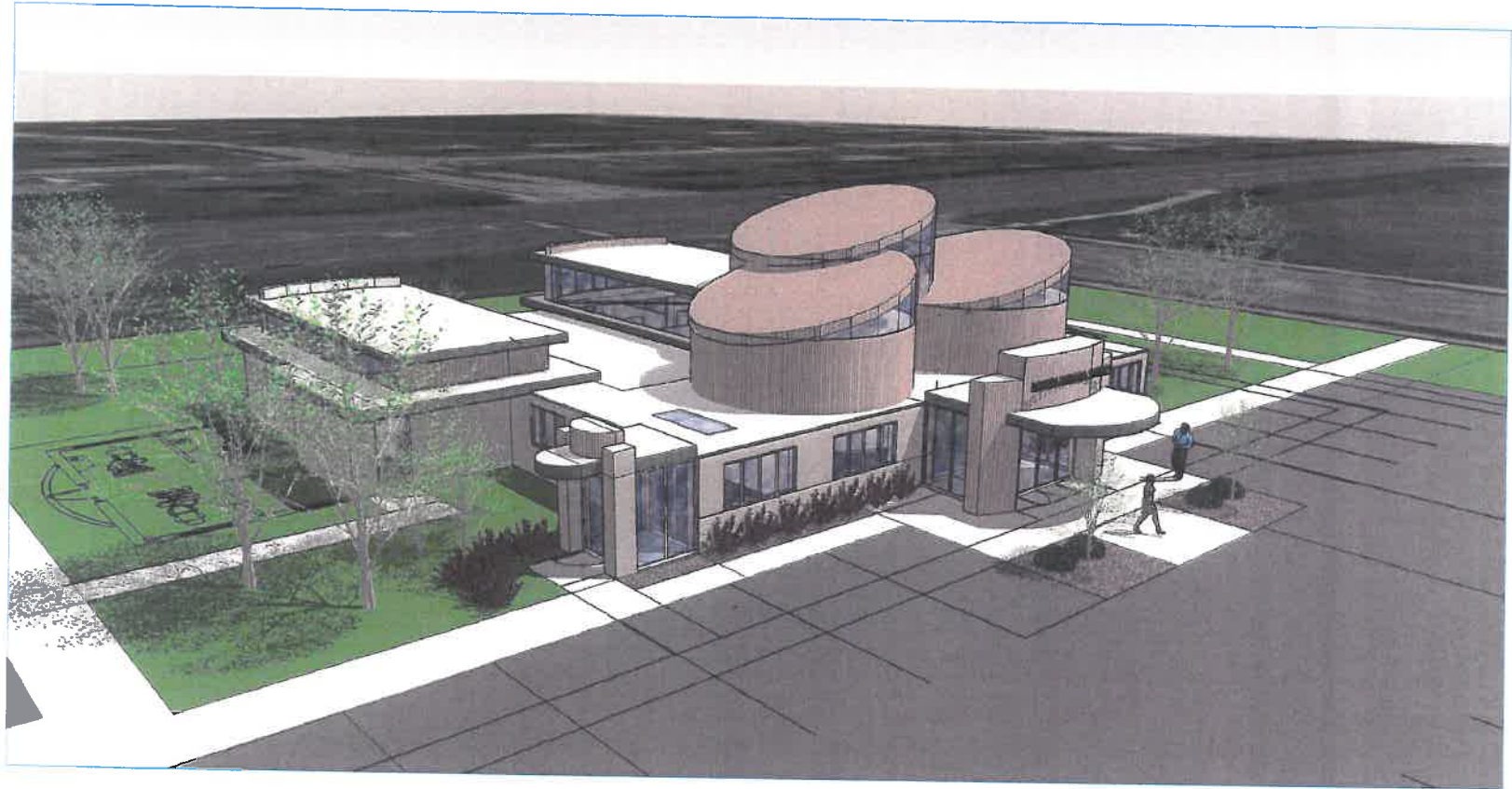
A PROPOSED NEW OFFICE FOR:
NORTH AURORA SMILES
 NWC Randall Road and Ritter Street
 North Aurora, Illinois




Architects LLC
A Division of H.T. Parker & Co., Inc.

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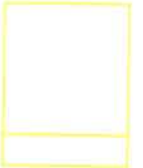
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A PROPOSED NEW OFFICE FOR:
NORTH AURORA SMILES
 NWC Randall Road and Riber Street
 North Aurora, Illinois



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A PROPOSED NEW OFFICE FOR
NORTH AURORA SMILES
 NWC Randall Road and Riler Street
 North Aurora, Illinois



EXTERIOR CONCEPTUAL
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PROJECT NUMBER
AZ001
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A PROPOSED NEW OFFICE FOR:
NORTH AURORA SMILES
 NWC Randall Road and Riber Street
 North Aurora, Illinois



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A PROPOSED NEW OFFICE FOR:
NORTH AURORA SMILES
 NWC Randall Road and Ridder Street
 North Aurora, Illinois

Architects LLC
 A Division of hjt Design Group



EXTERIOR CONCEPTUAL
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A PROPOSED NEW OFFICE FOR:
NORTH AURORA SMILES
 NWC Randall Road and Ritter Street
 North Aurora, Illinois



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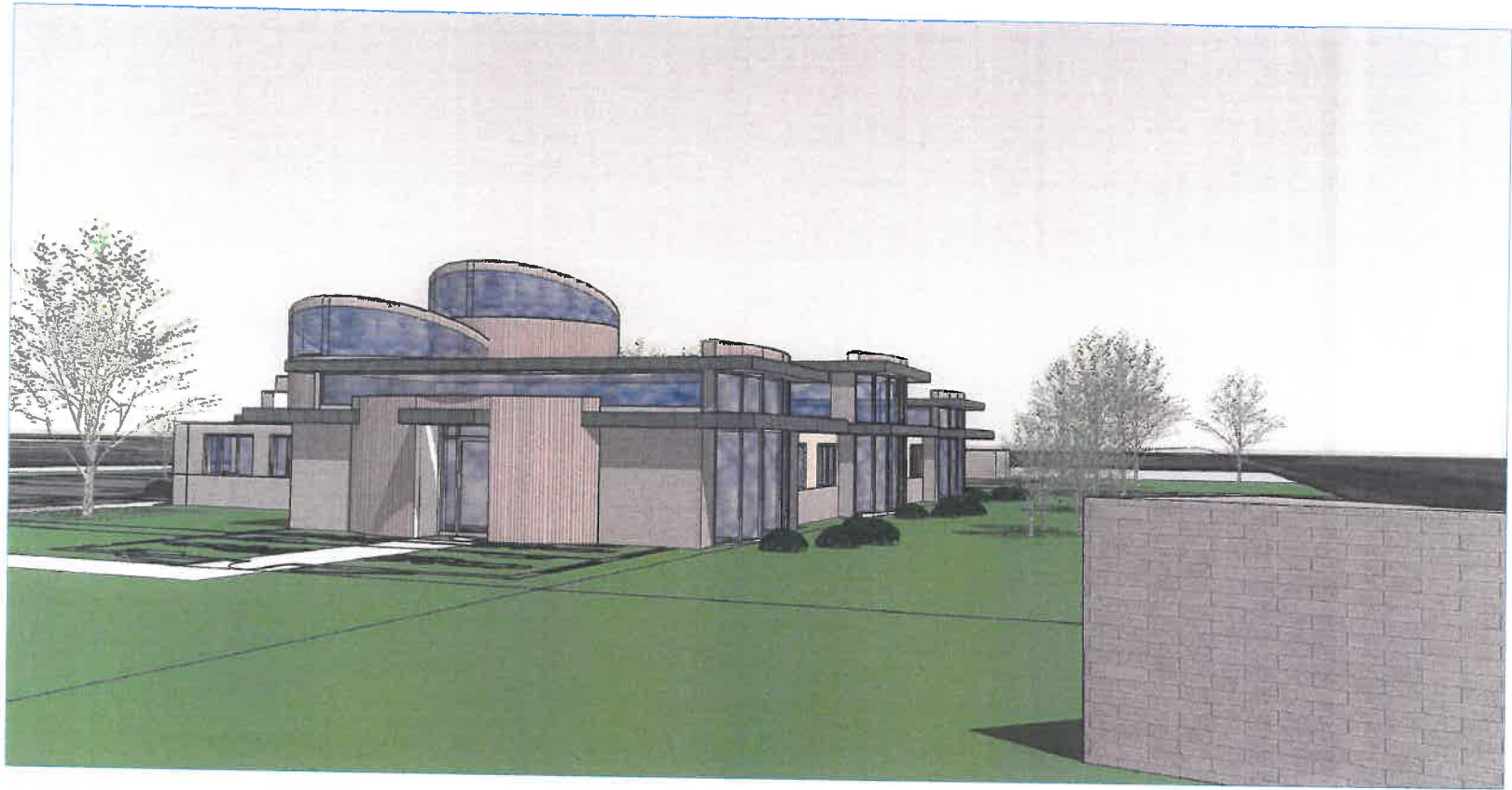
A PROPOSED NEW OFFICE FOR:
NORTH AURORA SMILES
 NWC Randall Road and Riller Street
 North Aurora, Illinois



Architects LLC
a Division of H-T Design Group

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A PROPOSED NEW OFFICE FOR
NORTH AURORA SMILES
NWC Randall Road and 18th Street
North Aurora, Illinois



EXTERIOR CONCEPTUAL
DESIGN IMAGE

PROJECT NUMBER
AZ001
A10

Ordinance # _____

EXHIBIT "C" – LANDSCAPE PLAN

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: SITE PLAN REVIEW – RIVERFRONT JEEP
AGENDA: 3/20/2017 REGULAR VILLAGE BOARD MEETING

ITEM

An Ordinance approving the Site Plan for the property located on Lot 1 of the North Aurora Towne Centre First Resubdivision in the Village of North Aurora

DISCUSSION

As illustrated by the submitted plans, the intent of this request is to accommodate the development of a 30,993 square foot auto dealership on seven acres of vacant land located within North Aurora Towne Centre. Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District; however, the Towne Centre PUD allows 'Automobile sales and service, including oil change facilities and automobile auto repair' as a permitted use.

Per Section 4.4 of the Zoning Ordinance, site plan review is required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved.

The Plan Commission discussed this item at their February 7, 2017 meeting. The Plan Commission did not have any additional comments or suggestions of the proposed dealership and recommended approval of the site plan, subject to the one condition listed in the staff report. This item was discussed by the Village Board at the March 6, 2017 Committee of the Whole meeting, resulting in a recommendation for staff to bring forward an approving ordinance for the site plan. Staff notes that an additional condition has been added, requiring the necessary platting documentation of the property.

Attachments:

1. Staff report to the Plan Commission.
2. An Ordinance approving the Site Plan for the property located on Lot 1 of the North Aurora Towne Centre First Resubdivision in the Village of North Aurora

**STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION
FROM: MIKE TOTH, COMMUNITY DEVELOPMENT DIRECTOR**

GENERAL INFORMATION

Meeting Date: February 7, 2017

Petition Number: SPA #17-03

Petitioner: River Front Dodge Chrysler
Jeep

Request: Site Plan Approval

Location: Lot 1 North Aurora Towne
Centre

Parcel Number(s): 15-06-451-012

Size: 7.46 acres

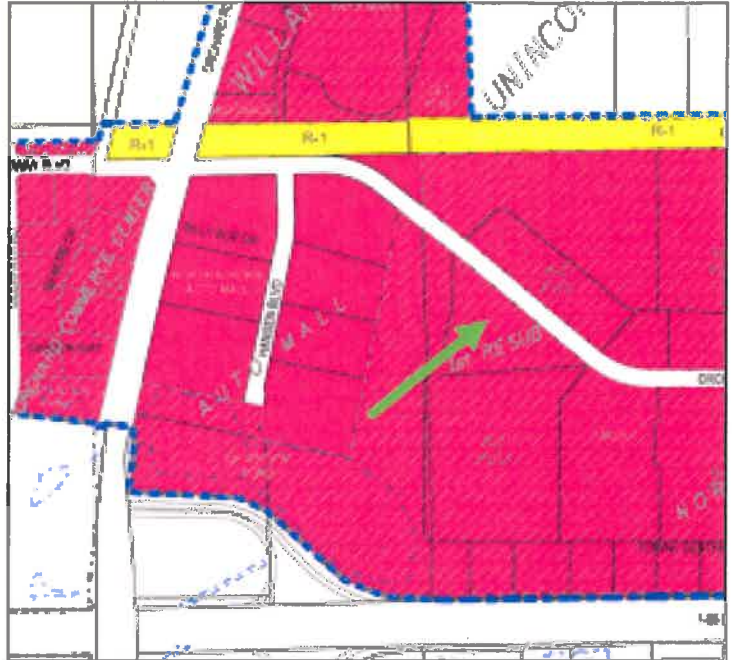
Current Zoning: B-2 General Business
District Planned Unit Development
(Towne Centre PUD)

Contiguous Zoning: B-2 General Business
District Planned Unit Development (Towne
Centre PUD)

Comprehensive Plan Designation:
'Regional Commercial'

Attachments:

1. Site plan, prepared by Watermark Engineering Resources, Inc., dated January 27, 2017.
2. Landscape plans, prepared by Watermark Engineering Resources, Inc., dated January 27, 2017.
3. Exterior building elevation plans, prepared by KRM Architecture, January 16, 2016



PROPOSAL

The subject property is located in the B-2 General Business District and has already been granted a special use for a general commercial planned unit development, known as the Towne Centre. As illustrated by the submitted plans, the intent of this request is to accommodate the development of a 30,993 square foot auto dealership. Motor Vehicle Sales and/or Service is classified as a special use in the B-2 General Business District; however, the Towne Centre PUD allows 'Automobile sales and service, including oil change facilities and automobile auto repair' as a permitted use. The southern portion of the property will be reserved for the storage of automobile inventory, not customer parking. Further, the storage area will not abut a street; therefore, the perimeter parking lot landscaping provisions do not apply. Staff notes that the amount of product inventory required by the different auto manufacturers varies and the manufacturers set the required amount of inventory.

Per Section 4.4 of the Zoning Ordinance, site plan review is required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved.

Staff has reviewed the submitted plans and confirms compliance with the Zoning Ordinance and Towne Centre Planned Unit Development.

SITE PLAN APPROVAL

Standards for Site Plan Review. The scope of site plan review includes the location of principal and accessory structures, infrastructure, open space, landscaping, topography, grading plan, building elevations, exterior lighting, traffic movement and flow, number of parking spaces, design of parking lots, and location of landscaping and screening. In reviewing site plans, the relationship of the site plan to adopted land use policies, and the goals and objectives of the Comprehensive Plan shall be evaluated. In addition, the following characteristics shall also be considered:

1. The arrangement of the structures and buildings on the site to:
 - a. Allow for the effective use of the proposed development.
 - b. Allow for the efficient use of the land.
 - c. Ensure compatibility with development on adjacent property.
 - d. Respond to off-site utility and service conditions, and minimize potential impacts on existing or planned municipal services, utilities, and infrastructure.
 - e. Protect the public health, safety, convenience, comfort, and general welfare.
 - f. Conform to the requirements of this Ordinance and other applicable regulations.
2. The arrangement of open space or natural features on the site to:
 - a. Create a desirable and functional environment for patrons, pedestrians, and occupants.
 - b. Preserve unique natural resources where possible, such as, but not limited to forested areas and, hydrological features.
 - c. Provide adequate measures to preserve existing healthy, mature trees wherever practically feasible.

- d. Provide adequate measures to preserve identified natural resources on adjacent sites.
 - e. Design drainage facilities to promote the use and preservation of natural watercourses, patterns of drainage and compliance with existing stormwater control and erosion protection facilities or requirements.
 - f. Avoid unnecessary or unreasonable alterations to existing topography.
3. The organization of circulation systems to:
 - a. Provide adequate and safe access to the site.
 - b. Minimize potentially dangerous traffic movements.
 - c. Separate pedestrian and auto circulation and provide for bicycle parking or storage insofar as practical.
 - d. Minimize curb cuts.
4. The design of off-street parking lots or garages to:
 - a. Minimize adverse impacts on adjacent properties.
 - b. Promote logical and safe parking and internal circulation.
5. In accordance with Section 14.2 (Landscape Plan) the design of landscape improvements and related features to:
 - a. Create a logical transition to adjoining lots and developments.
 - b. Screen incompatible, negative, or unsightly uses.
 - c. Minimize the visual impact of the development on adjacent sites and roadways.
 - d. Utilize plant materials suitable to withstand the climatic conditions of the Village and microclimate of the site.
 - e. Promote and enhance the appearance and image of the Village.
6. Site illumination that is designed, located, and installed in a manner that will minimize adverse impacts on adjacent properties.
7. Conformance of the proposed development with the goals and policies of the Comprehensive Plan and all Village codes and regulations.

FINDINGS

The Department of Community Development finds that the proposed site plan for Lot 1 North Aurora Towne Centre meets the Site Plan Approval Standards and general zoning provisions set forth in the Zoning Ordinance. Staff recommends that the following conditions:

1. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.



RIVERFRONT
Jeep



Custom Furniture



2008X020887
SANDY WEGMAN
RECORDED - KANE COUNTY, IL
RECORDED 3/13/2008 9:15 AM
PAC FILE: 41/6
PAGES: 2



Plat of Resubdivision
First Resubdivision
Lot 1
North Aurora
Towne Centre

In the Village of North Aurora, Kane County, Illinois



Lot 2

Lot 1
316,317 sq. ft.
12.68 acres

Lot 2
24,216 sq. ft.
0.55 acres

Lot 3
24,216 sq. ft.
0.55 acres

North Aurora
Towne Centre

Notes:
1. All lot areas are based on the survey and conditions contained in the plat.
2. The plat is subject to the terms and conditions contained in the plat.
3. The plat is subject to the terms and conditions contained in the plat.
4. The plat is subject to the terms and conditions contained in the plat.
5. The plat is subject to the terms and conditions contained in the plat.

Plat of Resubdivision

Prepared for:
North Aurora Towne Centre, LLC
200 North Aurora Avenue
North Aurora, Illinois 60062
(708) 218-0000



Craig R. Knoche & Associates
Civil Engineers, P.C.
3000 West Higgins Road, Suite 200
North Aurora, Illinois 60062
(708) 218-0000

• Civil Engineer
• Surveyor
• Land Planner

Sheet	1-1-88	Sheet	1
Date	7-07/03	Sheet	2
Job	7-07		

ORDINANCE NO.

**ORDINANCE APPROVING THE SITE PLAN
FOR THE PROPERTY LOCATED ON
LOT 1 OF THE NORTH AURORA TOWNE CENTRE FIRST RESUBDIVISION
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the North Aurora Plan Commission has reviewed the site plan for the property located on Lot 1 North Aurora Towne Centre First Resubdivision (hereinafter the “Property”) pursuant to the application for site plan review filed by River Front Dodge Chrysler Jeep for the Property; and

WHEREAS, the North Aurora Plan Commission has considered the site plan for the Property in light of the general standards and specific standards for site plan review set forth in Title 17 (Zoning), Chapter 4, Section 4.4 (Site Plan Review), Subsection A and Subsection D of the North Aurora Code; and

WHEREAS, the North Aurora Plan Commission made a formal recommendation of approval for the site plan at their February 7, 2017 meeting.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of North Aurora as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The North Aurora Board has considered the Plan Commission recommendation and all of the general and specific site plan standards set forth in Title 17, Chapter 4, Section 4.4 of the North Aurora Code and finds that all of the standards have been satisfied.
3. The site plan in the form attached hereto and incorporated herein by reference as Exhibit “A”, the building elevation plans in the form attached hereto and incorporated herein by reference as Exhibit “B” and the landscape plan in the form attached hereto and incorporated herein by reference as Exhibit “C” is hereby approved, subject to the following condition:
 - a. All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.

Ordinance # _____

- b. The petitioner shall be responsible for completing the necessary platting to establish the subdivided lots as lots of record, prior to building permit issuance.

4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Mark Carroll	_____	Laura Curtis	_____
Chris Faber	_____	Mark Gaffino	_____
Mark Guethle	_____	Michael Lowery	_____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

ATTEST:

Village President

Village Clerk

Ordinance # _____

EXHIBIT "A" – SITE PLAN

SITE PLAN

RIVERFRONT JEEP
NORTH AURORA, IL
ORCHARD GATEWAY BOULEVARD

SCALE 1" = 30'
WER# 16-297
JANUARY 27, 2017

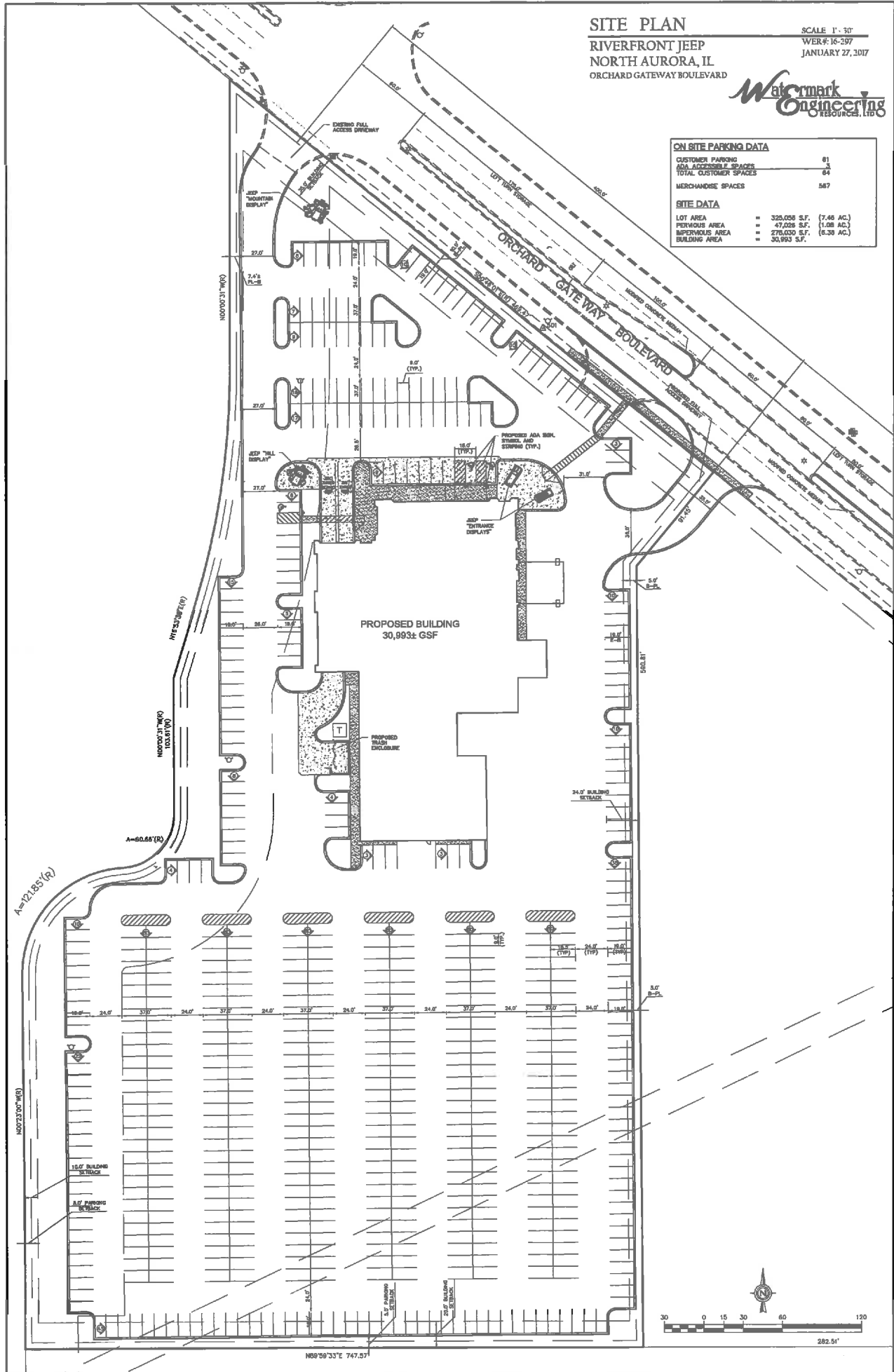


ON SITE PARKING DATA

CUSTOMER PARKING	81
ADA ACCESSIBLE SPACES	3
TOTAL CUSTOMER SPACES	84
MERCHANDISE SPACES	587

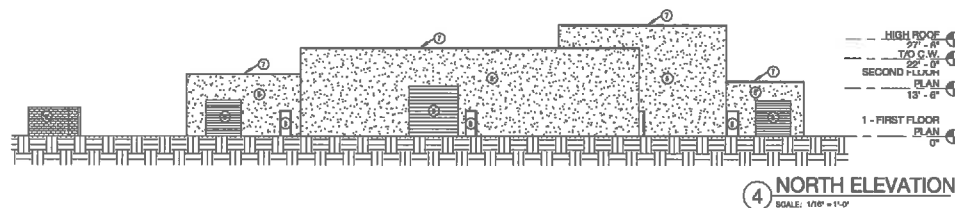
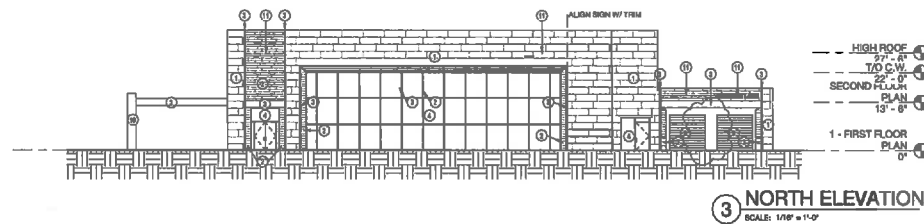
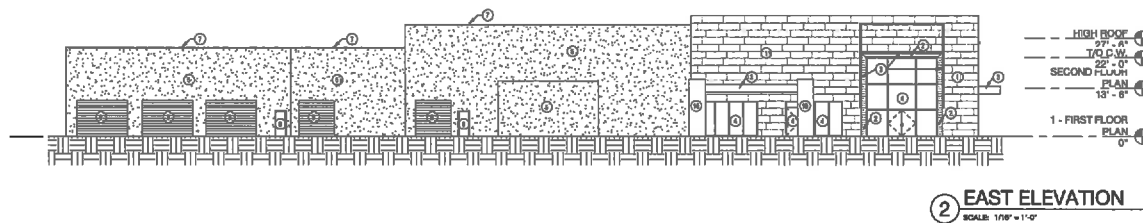
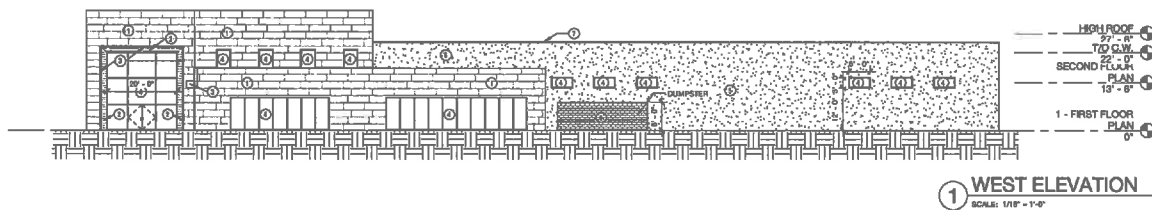
SITE DATA

LOT AREA	= 328,088 S.F.	(7.46 AC.)
PERVIOUS AREA	= 47,028 S.F.	(1.08 AC.)
IMPERVIOUS AREA	= 276,030 S.F.	(6.39 AC.)
BUILDING AREA	= 30,993 S.F.	



Ordinance # _____

EXHIBIT "B" – BUILDING ELEVATION PLANS



ELEVATION NOTES

1. ASH - APPLICABLE INTERLOCK BRICK, BRICK, INTERLOCK
2. ASH - APPLICABLE INTERLOCK BRICK, BRICK, INTERLOCK
3. ASH - APPLICABLE INTERLOCK BRICK, BRICK, INTERLOCK
4. ALUMINUM CURTAIN WALL ON STOVEFRONT ISLAND SYSTEM, INTERLOCK
5. PRECAST PANELS - PANT COLOR, INTERLOCK SYSTEM, INTERLOCK
6. PRECAST PANELS - PANT COLOR, INTERLOCK SYSTEM, INTERLOCK
7. PRECAST PANELS - PANT COLOR, INTERLOCK SYSTEM, INTERLOCK
8. PRECAST PANELS - PANT COLOR, INTERLOCK SYSTEM, INTERLOCK
9. PRECAST PANELS - PANT COLOR, INTERLOCK SYSTEM, INTERLOCK
10. PRECAST PANELS - PANT COLOR, INTERLOCK SYSTEM, INTERLOCK



Custom Facilities
8886 Rucker Rd, Suite C
Indianapolis, IN 46220
www.customfacilities.com
tel: (317) 259-0036
fax: (317) 259-4786



212 W. 10th St., A 300
Indianapolis, Indiana
tel: 765.649.8477
www.krMarchitecture.com

REVISIONS

RIVERFRONT JEEP DEALERSHIP
CUSTOM FACILITIES
1840 Orchard Gateway Blvd
North Aurora, IL 60542
Project Number: 1840

EXTERIOR ELEVATIONS

PROGRESS DRAWINGS
01.16.18
VERSION 2436
DRAWN BY Author
CHECKED BY Designer

44-1

Ordinance # _____

EXHIBIT "C" – LANDSCAPE PLAN

LANDSCAPE RENDERING

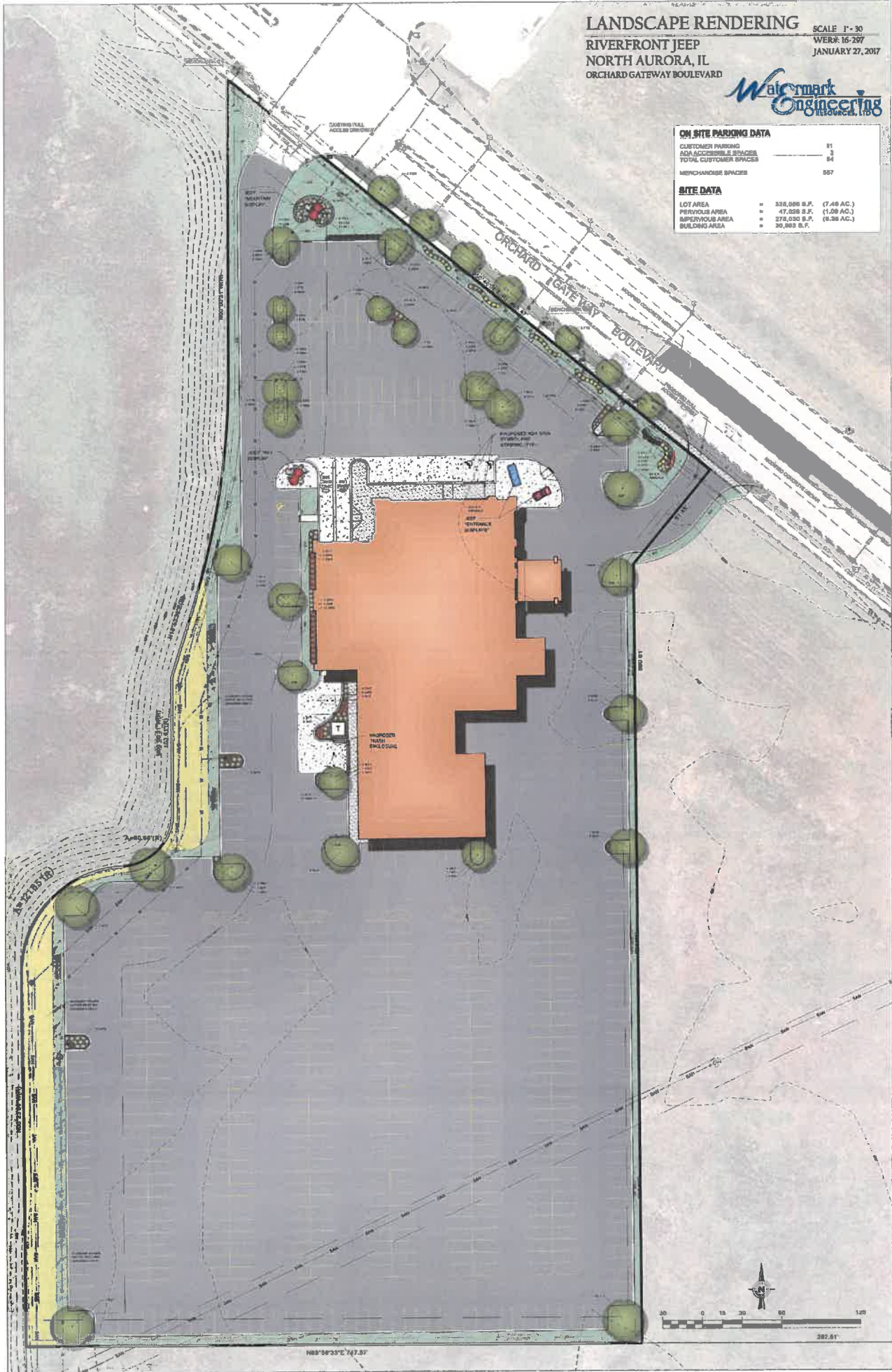
RIVERFRONT JEEP
NORTH AURORA, IL
ORCHARD GATEWAY BOULEVARD

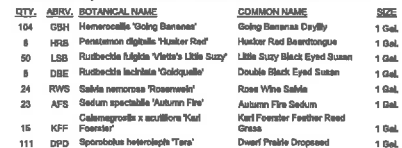
SCALE 1" = 30'
WER# 16-297
JANUARY 27, 2017



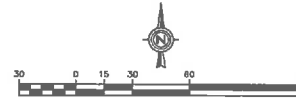
ON SITE PARKING DATA	
CUSTOMER PARKING	81
ADA ACCESSIBLE SPACES	3
TOTAL CUSTOMER SPACES	84
MERCHANDISE SPACES	587

SITE DATA	
LOT AREA	= 335,000 S.F. (7.66 AC.)
PERVIOUS AREA	= 47,000 S.F. (1.09 AC.)
IMPERVIOUS AREA	= 278,000 S.F. (6.36 AC.)
BUILDING AREA	= 30,000 S.F.





SHRUB PLANTING DETAIL
NOT TO SCALE. USE ONLY ZONE HARDY PLANT MATERIAL.



LANDSCAPE PLAN

CHECKED BY: B. PERRY
DESIGN BY: B. PERRY
DRAWN BY: A. HUEDNER
DATE: JANUARY 27, 2017
SCALE: 1" = 30'
PROJECT NO: 16-297

LANDSCAPE PLAN





REMPE-SHARPE

& Associates, Inc.

Principals

J. Bibby P.E. S.E.
D. Watson P.E.

B. Aderman P.E.
B. Bennett P.E. CFM
L. Vo P.E.
J. Whitt P.E.

CONSULTING ENGINEERS

324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 – Fax: 630/232-1629

March 9, 2017

Village of North Aurora
25 East State Street
North Aurora, IL 60542

Attn: Steve Bosco

Re: 2017 Street Improvements

File: NA-587

Dear Mr. Bosco,

In accordance with the Advertisement for Bids, the Village of North Aurora opened bids for the 2017 Street Improvements Project on Thursday, March 9, 2017.

The project consists of street reconstruction of Acorn Drive, Alder Road, Cherry Tree Court, Feltes Lane, Deerpath Road, Magnolia Drive and Seavey Road; resurfacing of Mitchell Road; and drainage on Wingfoot Drive. The work to be performed under the Contract consists of storm sewer construction, HMA pavement removal, earth excavation, aggregate base construction, aggregate shoulders, HMA pavement, PCC Curb and gutter, PCC sidewalk, PCC driveways and parkway restoration at locations shown on the Plans in the Village of North Aurora.

Eleven (11) contractors purchased plans and specifications for the project. Bids were submitted by three (3) contractors. The bids were as follows:

<u>BIDDER</u>	<u>BID</u>
Geneva Construction Co., Aurora, IL	\$1,364,275.78
Schroeder Asphalt Services Inc., Marengo, IL	\$1,524,173.93
Builders Paving, Hillside, IL	\$1,608,888.00
Engineer's Estimate	\$1,664,000.00

Village of North Aurora
Attn: Steve Bosco

2017 Street Improvements Project
March 9, 2016
Page 2 of 2

The attached Bid Tabulation gives an itemized cost for all of the bids. The low bidder Geneva Construction Company, of Aurora, Illinois, bid was \$1,364,275.78, or 18%, lower than the Engineer's Estimate of \$1,664,000.00.

The Engineer has worked with the Contractor, Geneva Construction Company on similar projects in the past. The contractor performed the work in accordance with the contract documents and completed the projects on time.

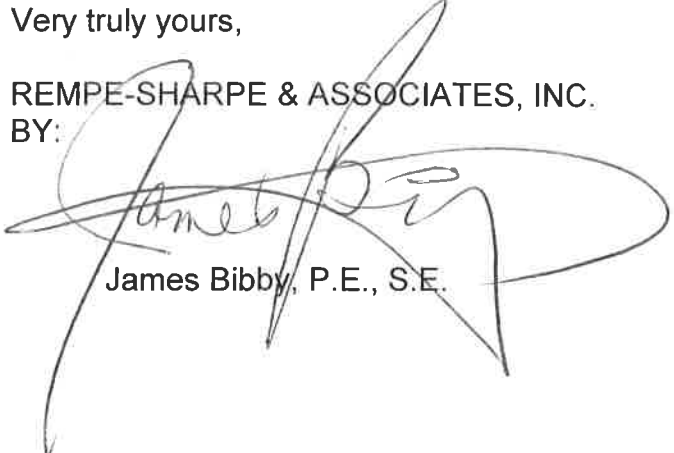
Therefore, Rempe-Sharpe & Associates, Inc. recommends that the Village of North Aurora award the Project, in the amount of one million, three hundred sixty-four thousand, two hundred seventy-five dollars and seventy-eight cents (\$1,364,275.78) to Geneva Construction Company, Aurora, Illinois.

Enclosed, please find three (3) copies of the Notice of Award for the 2017 Paving Project. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Geneva Construction Company, return one signed copy to Rempe-Sharpe & Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with Geneva Construction Company, after the Notice of Award is signed.

If there are any questions, please feel free to contact the undersigned.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.
BY:



James Bibby, P.E., S.E.

Enclosure

NOTICE OF AWARD

Dated March 9, 2017

TO: Geneva Construction Company

ADDRESS: P.O. Box 998

Aurora, Illinois 60507-0998

(630) 892-4357

PROJECT: 2017 STREET IMPROVEMENTS

CONTRACT FOR: Improvements consist of street reconstruction of Acorn Drive, Alder Road, Cherry Tree Court, Felts Lane, Deerpath Road, Magnolia Drive and Seavey Road; resurfacing of Mitchell Road; and drainage on Wingfoot Drive. The work to be performed under the Contract consists of storm sewer construction, HMA pavement removal, earth excavation, aggregate base construction, aggregate shoulders, HMA pavement, PCC Curb and gutter, PCC sidewalk, PCC driveways and parkway restoration at locations shown on the Plans in the Village of North Aurora.

You are notified that your Bid dated March 9, 2017 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for 2017 STREET IMPROVEMENTS

The Contract Price of your contract is One million three hundred sixty-four thousand two hundred seventy-five and seventy-eight cents (\$1,364,275.78)

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

VILLAGE OF NORTH AURORA

By: _____
(AUTHORIZED SIGNATURE)

Title: _____ PRESIDENT _____

Copy to ENGINEER



Memorandum

To: Village President Dale Berman and Board of Trustees

cc: Steven Bosco, Village Administrator

From: Brian Richter

Date: March 15, 2017

Re: 2017 SSA's & Village Owned Property Grass Cutting

The following bid proposals were received and opened at 10 a.m. on March 14, 2017 for the 2017 Grass Cutting of SSA 4, 8, 9 & 11 and Village Owned Property at 1 N. Lincolnway.

	BIDDER	BID AMOUNT
1	Cox Landscaping	\$ 8,873
2	Local Lawn Care & Landscaping	\$ 9,363
3	J.A.S. Lawn Service	\$14,900
4	Tri-County Excavation	\$30,380
5	Ms. Belle's Property Mgmt.	\$37,100
6	Lawn & Order, LLC	\$42,560

This contract was bid for one (1) year in order to get all grass cutting accounts under one contract starting next year.

Staff recommends the qualified low bidder, Cox Landscaping, be accepted and the contract awarded for the amount of **\$8,873**.

BR/bw