



**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, MARCH 19, 2018 – 7:00 p.m.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**AGENDA**

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

**ROLL CALL**

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**CONSENT AGENDA**

1. Village Board Minutes dated 3/5/2018; Committee of the Whole Minutes dated 3/5/18
2. Bills List dated 03/19/2018 in the Amount of **\$275,296.51**

**NEW BUSINESS**

1. Approval of Ordinance Approving the sale of Real Property consisting of 1.53 acres located at the northwest intersection of Randall Road and Interstate 88 in the Village of North Aurora
2. Approval of an Ordinance Amending Ordinance # 15-09-21-02 Approving the Site Plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora
3. Approval of an Ordinance granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow a Drive-Through Facility at 24 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois
4. Approval of the North Aurora Mothers Club Community Parade on September 23, 2018 at 3:00 p.m.

**OLD BUSINESS**

**VILLAGE PRESIDENT REPORT**

**COMMITTEE REPORTS**

**TRUSTEES' COMMENTS**

**TRUSTEES' COMMENTS**

**ADMINISTRATOR'S REPORT**

**ATTORNEY'S REPORT**

**FIRE DISTRICT REPORT**

**VILLAGE DEPARTMENT REPORTS**

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

**EXECUTIVE SESSION**

**ADJOURN**

Initials SP

**VILLAGE OF NORTH AURORA  
VILLAGE BOARD MEETING MINUTES  
MARCH 5, 2018**

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**In attendance:** Mayor Dale Berman, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Laura Curtis, Trustee Mark Carroll, Trustee Mark Guethle, Trustee Tao Martinez, Village Clerk Lori Murray.

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Village Attorney Kevin Drendel.

**PUBLIC HEARING**

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

Mayor Berman opened the public hearing.

John Laskowski stated the hearing was being held due to the annual reporting requirement of the NPDES Permit which governs over water quality within the Village.

There were no questions. Mayor Berman closed the public hearing at this time.

**AUDIENCE COMMENTS** - None

**TRUSTEE COMMENTS** – None

**CONSENT AGENDA**

- 1. Village Board Minutes dated 2/5/2018; Committee of the Whole Minutes dated 2/5/2018**
- 2. Travel and Expenses for Business Purposes in the Amount of \$35.00**
- 3. Interim Bills List dated 2/20/2018 in the Amount of \$179,362.99**
- 4. Bills List dated 3/5/2018 in the Amount of \$369,485.70**

Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. **Roll Call**

**Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (6-0).**

## **NEW BUSINESS**

### **1. Approval of an Ordinance Granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow a Drive-through facility at 24 S.**

#### **Lincolnway in the B-3 Central Business District**

The Plan Commission recommended approval of the special use at a public hearing on February 6, 2018. Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll**

**Call Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (6-0).**

### **2. Approval of an Ordinance Approving the Site Plan for the Property located at 24 S. Lincolnway**

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

### **3. Approval of a Resolution Approving a Proposal from Lauterbach and Amen for Auditing Services**

Bill Hannah noted that the most recent agreement with Sikich had expired. Staff issued an RFP and identified the three most qualified firms. The proposal from Lauterbach and Amen was discussed at the Government Operations Meeting last month and was deemed to be recommended for consideration by the Village Board. Hannah introduced Matt Beran, operations manager with Lauterbach and Amen. Beran said that the company has been around for 21 years and is currently located in Naperville. The entire firm's main focus is on government and is currently doing audits for 60 – 70 municipalities.

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

### **4. Approval of an Ordinance Amending Title 5, Chapter 5.08 of the North Aurora Municipal Code Regarding Liquor License Classifications**

Steve Bosco stated that the liquor license issue was discussed last month with the Operations Committee. Staff reclassified all of the Village's existing liquor license classifications so that they can be classified by use rather than by a letter. In the last 4 to 5 years there have been businesses wanting to come into North Aurora and put in video gaming parlors. The Board, from past discussions, did not want to put up video gaming parlors where the establishment did not serve food. Bosco said that if the Board wants a restaurant to allow gaming, the Village would need to define restaurant. Class A, B and C are now Large Restaurant, Small Restaurant and Limited Restaurant. The definition of a restaurant is somewhere that has a certain number of seating, a full-time cook and an actual commercial kitchen on premises. For a large restaurant in a multi-tenant building, the requirement would be to have 75 seats. For a small restaurant, would need to have 125 seats for a stand-alone building and 75 for a multi-tenant building. However, there is a provision that allows some of the existing businesses that only have room for 50 seats. They could still qualify for video gaming but they would have to be in business for 2 years first. The Class C license is for a restaurant that is limited to just beer and wine. Class L is a tavern license. The Village only has one business within that classification. In order to allow video

gaming, the business would have to be an existing tavern for 5 years. A new license classification which was added is the hotel/motel license and the caterer license. The only other change was with pricing. Bosco noted to Attorney Drendel the request to amend the ordinance to allow video gaming for the brewery license would should be allowed since it meets the definition of a restaurant.

Motion made by Trustee Guethle and seconded by Trustee Lowery to amend the ordinance to include video gaming allowable for the brewery license. **Roll Call Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes. Trustee Lowery – yes, Trustee Gaffino – yes. All in favor. **Motion approved (6-0).**

Motion made by Trustee Guethle and seconded by Trustee Carroll to approve the ordinance. **Roll Call Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Lowery – yes, trustee Gaffino – yes. **Motion approved (6-0).**

#### **5. Approval of a Resolution Adopting the Village of North Aurora Strategic Plan**

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

#### **6. Approval of a Resolution Adopting the Village of North Aurora Vision Statement**

Bosco noted a change: Vision statement to read, “An attentive municipal organization that connects with community, commerce and nature.” Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. **Roll Call Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (6-0).**

#### **7. Approval of Fees from Drendel and Janson’s Law Group for Legal Services**

Motion for approval made by Trustee Gaffino and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Gaffino – yes, Trustee Lowery – yes, Trustee Curtis – yes, Trustee Carroll – yes, Trustee Martinez – yes, Trustee Guethle – yes. **Motion approved (6-0).** Atty. Drendel, compared to other towns, is on the lower end for his hourly rate.

#### **8. Approval of a Bid from Layne Christensen for Well No. 8 Drilling Project in the Amount of \$769,662.00**

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

#### **9. Approval of a Bid from Acres Group for the Public Works Lawn Mowing & Landscape Maintenance Services in the Amount of \$40,356.00**

Prices of the public property mowing decreased and the price for the SSAs increased a bit. The overall total bids were still lower than what was received last year per John Laskowski, Public Works Director. Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Lowery – yes, Trustee Gaffino – yes, Trustee Curtis – yes, Trustee Carroll – yes, Trustee Martinez – yes, Trustee Guethle – yes. **Motion approved (6-0).**

**OLD BUSINESS** - None

**VILLAGE PRESIDENT REPORT** - None

**COMMITTEE REPORTS** - None

**TRUSTEES' COMMENTS** -None

**ADMINISTRATOR'S REPORT** – None

**ATTORNEY'S REPORT** - None

**FIRE DISTRICT** – Absent

**VILLAGE DEPARTMENT**

1. **Finance** – None

2. **Community Development** –

-Mike Toth stated that in February, the Board discussed the sale of the property at Orchard Gateway. There was a bid solicitation for that property that expired today. The Village did not receive any bids for the property. Staff will be presenting a contract to the Board at the next meeting for that property.

-The Plan Commission Public hearing, scheduled for tomorrow, will be for the Fox Valley Golf Course and the D.R. Horton development. A big turnout is expected.

3. **Police** – Absent

4. **Public Works** – the new Village Community sign is now functioning.

**ADJOURNMENT**

Motion to adjourn made by Trustee Gaffino and seconded by Trustee Lowery. All in favor.

**Motion approved (6-0).**

Respectfully Submitted,

Lori J. Murray  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
MARCH 5, 2018**

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**ROLL CALL**

**In attendance:** Mayor Dale Berman, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Laura Curtis, Trustee Mark Carroll, Trustee Tao Martinez, Trustee Mark Guethle, Village Clerk Lori Murray.

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Village Attorney Kevin Drendel.

**DISCUSSION**

**1. Sprint Lease Agreement**

The current lease agreement with Sprint will expire in a few months. The Village has negotiated another 20 year lease (5 year lease with 3 renewals of 5 years each). Currently Sprint pays the most of all the cell phone providers and their rent is more than neighboring communities. The Village negotiated a flat rate with no increase for the next five years. Each of the following 5 years will incur an annual increase of 3.5%.

The Village Board had no issues with the plan.

**ADJOURNMENT**

Motion to adjourn made by Trustee Lowery and seconded by Trustee Guethle. All in favor.

**Motion approved.**

Respectfully Submitted,

Lori J. Murray  
Village Clerk

# Accounts Payable

## To Be Paid Proof List

User: Ablaser  
Printed: 03/15/2018 - 3:08PM  
Batch: 00502.03.2018



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aaron Anderson						
043760						
Planning/Zoning Commission Mtg 3.6.18	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/8/2018	03/19/2008
Total:	50.00	*Vendor Total				
Accela, Inc. #774375						
034670						
Web Payments/Feb 2018	894.00	60-445-4510	Equipment/IT Maint	INV-ACC382	3/8/2018	03/19/2008
Total:	894.00	*Vendor Total				
Ace Hardware						
000030						
Duct Tape, Bulb, Ballast, Ext Cord, 1/2" PVC, (	171.23	01-445-4520	Public Buildings Rpr & Mtce	1505	2/28/2018	03/19/2008
Hammer, Drill, Fastners, Clips	64.18	01-445-4510	Equipment/IT Maint	1505	2/28/2018	03/19/2008
Car Charger	9.98	01-445-4511	Vehicle Repair and Maint	1505	2/28/2018	03/19/2008
Total:	245.39	*Vendor Total				
Aflac						
030540						
Aflac-March 2018	225.58	01-000-2053	AFLAC	520529	2/26/2018	03/19/2008
Total:	225.58	*Vendor Total				
Anderson Pest Solutions						
019770						
VH Pest Control	123.33	01-445-4520	Public Buildings Rpr & Mtce	4669473	3/1/2018	03/19/2008
Total:	123.33	*Vendor Total				
Anna Helene Tuohy						
044040						
Planning/Zoning Commission Mtg	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/6/2018	03/19/2008
Total:	50.00	*Vendor Total				
Aurora Regional						
034120						
Chamber Of Commerce Mtg/Berman	45.00	01-410-4390	Dues & Meetings	123204	3/8/2018	03/19/2008
Total:	45.00	*Vendor Total				



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Axon Enterprise, Inc.</b>						
051680						
Taser & Equipment	2,247.00	01-440-4383	Firearm Training	SI-1525088	3/2/2018	03/19/2008
Total:	2,247.00	<b>*Vendor Total</b>				
<b>B &amp; F Construction</b>						
015600						
Plan Review/Abelei	2,882.80	01-441-4276	Inspection Services	48896	3/7/2018	03/19/2008
Inspections/ Feb 2018	612.80	01-441-4276	Inspection Services	48917	3/9/2018	03/19/2008
Total:	3,495.60	<b>*Vendor Total</b>				
<b>Brackett, Michael</b>						
005890						
Planning/Zoning Commission Mtg 3.6.18	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/8/2018	03/19/2008
Total:	50.00	<b>*Vendor Total</b>				
<b>Butler Chemical Company, Inc.</b>						
046060						
Mthly Chemical Water Treatm/VH & PD	200.00	01-445-4520	Public Buildings Rpr & Mtce	23140	3/5/2018	03/19/2008
Total:	200.00	<b>*Vendor Total</b>				
<b>Call One</b>						
043480						
25 E. State St. Lines	181.45	01-430-4651	Telephone	03152018-0013/15/2018		03/19/2008
25 E. State St. Lines	181.46	01-441-4651	Telephone	03152018-0023/15/2018		03/19/2008
25 E. State St. Lines	181.46	01-445-4651	Telephone	03152018-0033/15/2018		03/19/2008
25 E. State St. Lines	181.46	60-445-4651	Telephone	03152018-0043/15/2018		03/19/2008
314 Butterfield Lines	84.18	01-445-4651	Telephone	03152018-0053/15/2018		03/19/2008
316 Butterfield Lines	45.97	60-445-4651	Telephone	03152018-0063/15/2018		03/19/2008
PRI Village Hall/Police Dept	279.36	01-440-4652	Communications	03152018-0073/15/2018		03/19/2008
PRI Village Hall/Police Dept	279.36	01-430-4652	Communications	03152018-0083/15/2018		03/19/2008
200 S Lincolnway Lines	1,346.90	01-440-4651	Telephone	03152018-0093/15/2018		03/19/2008
Total:	2,761.60	<b>*Vendor Total</b>				
<b>Camic Johnson, LTD.</b>						
03989						
Admin Tow Hearing	116.67	01-440-4260	Legal	158	3/7/2018	03/19/2008
Total:	116.67	<b>*Vendor Total</b>				
<b>Cargill, Inc.</b>						
039780						
Road Salt	6,754.27	10-445-4439	Salt	2903963098	2/21/2018	03/19/2008
Road Salt	8,429.00	10-445-4439	Salt	2903971704	2/26/2018	03/19/2008
Road Salt	7,007.51	10-445-4439	Salt	2903974694	2/27/2018	03/19/2008
Road Salt	16,463.28	10-445-4439	Salt	2903974919	2/27/2018	03/19/2008
Total:	38,654.06	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>City of Aurora</b>						
027870						
Boil Order Sample/Farview WMB	9.00	60-445-4562	Testing (water)	195096	3/6/2018	03/19/2008
Total:	9.00	<b>*Vendor Total</b>				
<b>Clarke Environmental Mosquito</b>						
000300						
Mosquito Spraying/April	13,933.50	01-445-4521	Mosquito Control	001000381	2/28/2018	03/19/2008
Total:	13,933.50	<b>*Vendor Total</b>				
<b>Coleman Land Company</b>						
467625						
2 Monroe/Appraisal	1,900.00	01-441-4280	Consulting Fees	1377	3/8/2018	03/19/2008
28 Monroe/Appraisal	450.00	01-441-4280	Consulting Fees	1378	3/8/2018	03/19/2008
36 Monroe/Appraisal	400.00	01-441-4280	Consulting Fees	1379	3/8/2018	03/19/2008
40 Monroe/Appraisal	400.00	01-441-4280	Consulting Fees	1380	3/12/2018	03/19/2008
Total:	3,150.00	<b>*Vendor Total</b>				
<b>Comcast Cable</b>						
040740						
Internet Service/NAPD	276.33	01-440-4652	Communications	02202018	2/20/2018	03/19/2008
ETP Internet Service	149.85	60-445-4652	Communications	03022018	3/2/2018	03/19/2008
Total:	426.18	<b>*Vendor Total</b>				
<b>Commonwealth Edison</b>						
000330						
Streetlights/1051 Kettle Ave/2.7-3.8	41.56	10-445-4660	Street Lighting and Poles	1083133047	2/9/2018	03/19/2008
Total:	41.56	<b>*Vendor Total</b>				
<b>Connie Holbrook</b>						
034000						
Planning/Zoning Commission Mtg	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/6/2018	03/19/2008
Total:	50.00	<b>*Vendor Total</b>				
<b>Cruz, Jerry</b>						
467657						
Water Bill Refund	60.77	60-320-3340	Water Collections	03122018	3/9/2018	03/19/2008
Sewer Maintenance Refund	7.38	18-320-3350	Sewer Collection	03122018	3/9/2018	03/19/2008
Total:	68.15	<b>*Vendor Total</b>				
<b>Defense Solutions Group, Inc.</b>						
467660						
Rifle Parts	958.31	01-440-4383	Firearm Training	ORD0087622	1/31/2018	03/19/2008
Total:	958.31	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Dell Marketing L. P.</b>						
024370						
GIS Station Computer	4,665.51	01-430-4870	Equipment	10175107000	6/28/2017	03/19/2008
GIS Station Monitor	419.00	01-430-4870	Equipment	10178389880	7/16/2017	03/19/2008
Total:	5,084.51	<b>*Vendor Total</b>				
<b>Drendel &amp; Jansons Law Group</b>						
028580						
Document Review/DR Horton	231.00	90-000-E232	DR Horton - FV Golf Course	1	2/28/2018	03/19/2008
Legal/Liquor	93.50	01-430-4260	Legal	118	2/28/2018	03/19/2008
Lease Agreement Review	150.00	60-445-4260	Legal	16	2/28/2018	03/19/2008
Meeting/Conference	620.50	01-441-4260	Legal	180	2/28/2018	03/19/2008
Legal Services/Police	3,901.50	01-440-4260	Legal	184	2/28/2018	03/19/2008
Admin/Fin- Feb	807.50	01-430-4260	Legal	185-001	2/28/2018	03/19/2008
Legal Publication Notice Sale	455.00	01-441-4260	Legal	185-002	2/28/2018	03/19/2008
Reviews/NA Town Cntr East	292.50	01-441-4260	Legal	35	2/28/2018	03/19/2008
Total:	6,551.50	<b>*Vendor Total</b>				
<b>Dustcatchers &amp; Logo Mat, Inc.</b>						
023610						
Rug & Towel Cleaning-2.7	32.93	01-445-4520	Public Buildings Rpr & Mtce	45059	2/7/2018	03/19/2008
Rug & Towel Cleaning-2.21	32.93	01-445-4520	Public Buildings Rpr & Mtce	45610	2/21/2018	03/19/2008
Total:	65.86	<b>*Vendor Total</b>				
<b>Energenecs, Inc</b>						
035320						
Well #7 Trans Scaling & SCADA Work	1,562.50	60-445-4565	Water Well Rpr & Mtce	0035778-IN	3/8/2018	03/19/2008
Total:	1,562.50	<b>*Vendor Total</b>				
<b>Federal Express Corporation</b>						
009530						
Shipping/Well #4 Meter	42.05	60-445-4565	Water Well Rpr & Mtce	6-102-51487	2/28/2018	03/19/2008
Total:	42.05	<b>*Vendor Total</b>				
<b>Feece Oil</b>						
031060						
Mid-Grade Fuel	2,997.36	71-000-1340	Gas/Diesel Escrow	35305079	3/2/2018	03/19/2008
Total:	2,997.36	<b>*Vendor Total</b>				
<b>Fifth Third Bank</b>						
028450						
Amazon/Monitr,Stnd,Cble(Flat)/Phn Cs(Bosco	215.27	01-430-4420	IT Supplies	DA022018-0C	2/27/2018	03/19/2008
Batteries Plus #43/ADT Door Sensor Battery	11.10	01-430-4420	IT Supplies	DA022018-0C	2/27/2018	03/19/2008
Batteries Plus #43/ADT Door Sensor Battery	13.65	01-430-4420	IT Supplies	DA022018-0C	2/27/2018	03/19/2008
GoDaddy.com/NorthAuroraDays.com Domain	24.98	15-430-4751	North Aurora Days Expenses	DA022018-0C	2/27/2018	03/19/2008
Amazon/25' Cat 5 Cable Police Squad Video	13.88	01-430-4420	IT Supplies	DA022018-0C	2/27/2018	03/19/2008
Amazon/Monitor, Stand, Cable (Mahon)	169.33	01-430-4420	IT Supplies	DA022018-0C	2/27/2018	03/19/2008
GoDaddy.com/Northaurora.org SSL Certificate	339.98	01-430-4420	IT Supplies	DA022018-0C	2/27/2018	03/19/2008
Amazon/UPS (Deleo) UPS (Well #6)	136.35	01-430-4420	IT Supplies	DA022018-0C	2/27/2018	03/19/2008

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Target/Hand Sanitizer	34.71	01-440-4799	Misc.	DC022018-00	2/27/2018	03/19/2008
IL SOS/Plate Renewal-67	101.00	01-440-4799	Misc.	DC022018-00	2/27/2018	03/19/2008
IL SOS/Plate Renewal-67 Srvc Fee	2.37	01-440-4799	Misc.	DC022018-00	2/27/2018	03/19/2008
Lexis Nexis/Investigations Database Subscripti	50.00	01-440-4555	Investigations	JD022018-00	2/27/2018	03/19/2008
Midway USA COM/Holster Adapters b/o Ship	124.53	01-440-4383	Firearm Training	JG022018-00	2/27/2018	03/19/2008
UPS 2931238MFE3 GA/LESO Shipping	5.80	01-440-4505	Postage	JG022018-00	2/27/2018	03/19/2008
UPS 293124GOCJ4 GA/LESO Shipping	5.80	01-440-4505	Postage	JG022018-00	2/27/2018	03/19/2008
Safe Kids World/Child Car Seat Tech Re-Cert (	50.00	01-440-4390	Dues & Meetings	JG022018-00	2/27/2018	03/19/2008
Safe Kids World/Child Car Seat Tech Re-Cert (	50.00	01-440-4390	Dues & Meetings	JG022018-00	2/27/2018	03/19/2008
UPS 1ZP8T4R90300017417/ LESO Shipping	53.63	01-440-4505	Postage	JG022018-00	2/27/2018	03/19/2008
UPS 1ZP80TB00300007812/ LESO Shipping	21.58	01-440-4505	Postage	JG022018-00	2/27/2018	03/19/2008
N American Rescue Products/Tac Med Supplies	1,475.50	01-440-4383	Firearm Training	JG022018-00	2/27/2018	03/19/2008
Kroger Fuel/Gas For Truck Pickup	43.15	01-445-4440	Gas & Oil	JL022018-00	2/27/2018	03/19/2008
Kroger Fuel/Gas For Truck Pickup	49.09	01-445-4440	Gas & Oil	JL022018-00	2/27/2018	03/19/2008
Ace Hardware/Safety Chain & Fasteners	59.24	01-445-4511	Vehicle Repair and Maint	JL022018-00	2/27/2018	03/19/2008
NAPA Store/Tow Light, Ratchet	90.93	01-445-4511	Vehicle Repair and Maint	JL022018-00	2/27/2018	03/19/2008
PayPal/IDIAI Conference Fee	200.00	01-440-4370	Conferences & Travel	MQ022018-0	2/27/2018	03/19/2008
AED Superstore/AED Equipment	179.95	01-440-4870	Equipment	MQ022018-0	2/27/2018	03/19/2008
Armstrong Medical/AED Equipment	120.91	01-440-4870	Equipment	MQ022018-0	2/27/2018	03/19/2008
Equipsolutions/Filter Bank Flow Meter Parts	533.76	60-445-4567	Treatment Plant Repair/Maint	PY022018-00	2/27/2018	03/19/2008
Harners Bakery/Coffee With Mayor Donuts	12.82	01-410-4799	Misc. Expenditures	PY022018-00	2/27/2018	03/19/2008
Marios Pizza/O.T. Meal (Dave, Paul)	18.16	60-445-4799	Misc. Expenditures	PY022018-00	2/27/2018	03/19/2008
Legends Bar & Grill/Lunch @ Training	11.73	01-440-4380	Training	SBZ022018-0	2/27/2018	03/19/2008
Salsa Verde/Lunch @ Training	9.74	01-440-4380	Training	SBZ022018-0	2/27/2018	03/19/2008
Mike & Denise's/Lunch @ Training	12.77	01-440-4380	Training	SBZ022018-0	2/27/2018	03/19/2008
Legends Sports Bar & Grill/Lunch @ Training	10.39	01-440-4380	Training	SBZ022018-0	2/27/2018	03/19/2008
IMTC Product/All-Hazards Response & Planni	35.88	01-440-4558	Emergency Management	SBZ022018-0	2/27/2018	03/19/2008
Foremost Productions/Too Good For Drugs Sup	338.89	01-440-4491	Too Good for Drugs Expenses	SBZ022018-0	2/27/2018	03/19/2008
GFOA/Annual Conf Registration	380.00	01-430-4370	Conferences & Travel	WH022018-0	2/27/2018	03/19/2008
Webinar- Rev Collections	55.00	01-430-4380	Training & Testing	WH022018-0	2/27/2018	03/19/2008
IL Tollway/IPASS Fees	20.00	01-445-4799	Misc. Expenditures	WH022018-0	2/27/2018	03/19/2008
IL Tollway/IPASS Fees	20.00	01-445-4799	Misc. Expenditures	WH022018-0	2/27/2018	03/19/2008
PAFR Award Fee	225.00	01-430-4799	Misc.	WH022018-0	2/27/2018	03/19/2008
Total:	5,326.87	<b>*Vendor Total</b>				

#### Fleet Safety Supply

024730

Squad Lights	292.71	01-440-4511	Vehicle Repair and Maint	68981	10/12/2017	03/19/2008
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Total: 292.71 **\*Vendor Total**

#### FOX METRO

045480

Sewer Srvc/VH	73.43	01-445-4662	Utility	N02-0164	2/26/2018	03/19/2008
Sewer Srvc/PW Garage	13.12	01-445-4662	Utility	N02-5182	2/26/2018	03/19/2008
Sewer Srvc/PD	13.13	01-445-4662	Utility	N02-5784	2/26/2018	03/19/2008

Total: 99.68 **\*Vendor Total**

#### Frost Electric Company, Inc.

021540

Light Repair/Butterfield Entrance	240.00	10-445-4661	Street Light Repair/Maint	7375	3/3/2018	03/19/2008
Wire Repair/Pinewood & Maplewood	915.00	10-445-4661	Street Light Repair/Maint	7380	3/3/2018	03/19/2008
Orchard Gateway/Street Light Repair	4,796.00	10-445-4661	Street Light Repair/Maint	7382	3/3/2018	03/19/2008

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	5,951.00	*Vendor Total				
GovHR USA						
467656						
Position Updates (5)	2,000.00	01-430-4267	Finance Services	3-01-18-020	1/18/2018	03/19/2008
Total:	2,000.00	*Vendor Total				
Griffon Systems, Inc.						
052520						
PW H3 Bullet Repair-2.2.18	500.00	01-430-4510	Equipment/IT Maint	3134	3/2/2018	03/19/2008
Total:	500.00	*Vendor Total				
Hach Company						
014100						
TP Lab Reagents	689.55	60-445-4567	Treatment Plant Repair/Maint	10865345	3/6/2018	03/19/2008
Total:	689.55	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
PD/Gun Range Heater Repair	981.00	01-445-4520	Public Buildings Rpr & Mtce	32599	2/26/2018	03/19/2008
PD/Heater Fan Motor Replacement Parts	709.00	01-445-4520	Public Buildings Rpr & Mtce	32610	3/12/2018	03/19/2008
Total:	1,690.00	*Vendor Total				
Harners Bakery And Restaurant						
025570						
Meals While Snow Plowing (4)	33.90	01-445-4799	Misc. Expenditures	1097	1/15/2018	03/19/2008
Meals While Snow Plowing (5)	50.00	01-445-4799	Misc. Expenditures	1098	1/16/2018	03/19/2008
Meals While Snow Plowing	32.68	01-445-4799	Misc. Expenditures	1147	2/9/2018	03/19/2008
Meals While Snow Plowing (3)	29.18	01-445-4799	Misc. Expenditures	1150	2/9/2018	03/19/2008
Total:	145.76	*Vendor Total				
Harris Computer Systems						
041620						
Data Conversion City View	9,900.00	71-430-4870	Equipment	CT037017	2/9/2018	03/19/2008
Total:	9,900.00	*Vendor Total				
Illinois Association of Code Enforcement						
019980						
IACE Training 4.18.18/Augustyn	35.00	01-441-4380	Training	04042018	3/6/2018	03/19/2008
Total:	35.00	*Vendor Total				
Illinois Juvenile Officers Assn.						
044520						
JOA Conference Fee/Stecklein & Lohrstorf	325.00	01-440-4370	Conferences & Travel	03142018	3/14/2018	03/19/2008

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	325.00	<b>*Vendor Total</b>				
<b>Intergovernmental Personnel Benefit Cooperative</b>						
467637						
Health Insurance/March/PD	35,326.04	01-440-4130	Health Insurance		3/1/2018	03/19/2008
Health Insurance/March/Admin	7,681.95	01-430-4130	Health Insurance		3/1/2018	03/19/2008
Health Insurance/March/Community Developm	2,757.67	01-441-4130	Health Insurance		3/1/2018	03/19/2008
Health Insurance/March/Public Works	10,532.62	01-445-4130	Health Insurance		3/1/2018	03/19/2008
Health Insurance/March/Water	8,691.37	60-445-4130	Health Insurance		3/1/2018	03/19/2008
Health Insurance/March/Retirees	1,226.93	01-000-2055	Payroll Deductions		3/1/2018	03/19/2008
Health Insurance/March/Police Pension	2,093.98	01-000-2055	Payroll Deductions		3/1/2018	03/19/2008
Health Insurance/March/COBRA	1,004.92	01-000-2055	Payroll Deductions		3/1/2018	03/19/2008
Life Insurance/March/PD	104.50	01-440-4135	Life Insurance		3/1/2018	03/19/2008
Life Insurance/March/PW	33.10	01-445-4135	Life Insurance		3/1/2018	03/19/2008
Life Insurance/March/Admin	15.50	01-430-4135	Life Insurance		3/1/2018	03/19/2008
Life Insurance/March/Community Developmen	12.40	01-441-4135	Life Insurance		3/1/2018	03/19/2008
Life Insurance/March/Water	15.50	60-445-4135	Life Insurance		3/1/2018	03/19/2008
Voluntary Life Insurance/March	277.45	01-000-2052	Voluntary Life Insurance		3/1/2018	03/19/2008
<hr/>						
Total:	69,773.93	<b>*Vendor Total</b>				
<b>Jennifer Duncan</b>						
032260						
Planning/Zoning Commission Mtg 3.6.18	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/8/2018	03/19/2008
<hr/>						
Total:	50.00	<b>*Vendor Total</b>				
<b>Judges LLC</b>						
039730						
Squad Washes/Feb 2018	145.00	01-440-4511	Vehicle Repair and Maint	100	3/1/2018	03/19/2008
<hr/>						
Total:	145.00	<b>*Vendor Total</b>				
<b>Kane County Chiefs of</b>						
001920						
Officer Of The Yr Banquet/Fisher, Joswick & C	105.00	01-440-4390	Dues & Meetings	03142018	3/14/2018	03/19/2008
<hr/>						
Total:	105.00	<b>*Vendor Total</b>				
<b>Kane County Recorder</b>						
010600						
Recorded Agreement	47.00	01-441-4506	Publishing	NAUR021418	2/28/2018	03/19/2008
Recorded Lein	47.00	60-445-4506	Publishing	NAUR022618	2/28/2018	03/19/2008
<hr/>						
Total:	94.00	<b>*Vendor Total</b>				
<b>Konica Minolta</b>						
024860						
Copier Usage/Feb2018	70.03	01-430-4411	Office Expenses	9004371585-C	3/1/2018	03/19/2008
Copier Usage/Feb2018	70.03	60-445-4411	Office Expenses	9004371585-C	3/1/2018	03/19/2008
Copier Usage/Feb2018	70.03	01-445-4411	Office Expenses	9004371585-C	3/1/2018	03/19/2008
Copier Usage/Feb2018	70.03	01-441-4411	Office Expenses	9004371585-C	3/1/2018	03/19/2008

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	280.12	<b>*Vendor Total</b>				
<b>Lee Jensen Sales Co., Inc.</b>						
044070						
Tri-Pod Winch Repair	718.97	60-445-4510	Equipment/IT Maint	175597	3/8/2018	03/19/2008
Total:	718.97	<b>*Vendor Total</b>				
<b>Lori Murray</b>						
024960						
Planning/Zoning Commission Mtg	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/6/2018	03/19/2008
Total:	50.00	<b>*Vendor Total</b>				
<b>Marberry Cleaners</b>						
008430						
Prisoner Blanket Cleaning	32.00	01-440-4450	Prisoner Mtce & Supplies	80156	3/5/2018	03/19/2008
Total:	32.00	<b>*Vendor Total</b>				
<b>Mark Bozik</b>						
042430						
Planning/Zoning Commission Mtg 3.6.18	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/8/2018	03/19/2008
Total:	50.00	<b>*Vendor Total</b>				
<b>Menards</b>						
016070						
Tow Strap	7.99	60-445-4568	Watermain Rprs. & Rplcmts.	81177	2/15/2018	03/19/2008
Valve Vault Repair	31.16	60-445-4568	Watermain Rprs. & Rplcmts.	81967	2/26/2018	03/19/2008
Valve Vault Repair	29.22	60-445-4568	Watermain Rprs. & Rplcmts.	81968	2/26/2018	03/19/2008
Misc TP Repair	34.21	60-445-4567	Treatment Plant Repair/Maint	82034	2/27/2018	03/19/2008
Window Sealer	6.94	01-445-4520	Public Buildings Rpr & Mtce	82112	2/28/2018	03/19/2008
Valve Vault Sump Pump/Misc	145.14	60-445-4568	Watermain Rprs. & Rplcmts.	82131	2/28/2018	03/19/2008
Flat Stock Steel	11.99	01-445-4511	Vehicle Repair and Maint	82291	3/2/2018	03/19/2008
Misc. TP Cleaner	24.24	60-445-4567	Treatment Plant Repair/Maint	82502	3/5/2018	03/19/2008
Concrete	59.79	01-445-4544	Storm Drain Maintenance	82710	3/8/2018	03/19/2008
Total:	350.68	<b>*Vendor Total</b>				
<b>Metro West COG</b>						
032210						
Metro West Meeting/Berman	20.00	01-410-4390	Dues & Meetings	3222	11/16/2017	03/19/2008
Metro West Meeting/Bosco	20.00	01-430-4390	Dues & Meetings	3222	11/16/2017	03/19/2008
Total:	40.00	<b>*Vendor Total</b>				
<b>Miner Electronics Corporation</b>						
3383						
Squad #66 Antenna Install	95.00	01-440-4511	Vehicle Repair and Maint	265241	3/9/2018	03/19/2008
Squad #72 Antenna Install	95.00	01-440-4511	Vehicle Repair and Maint	265248	3/9/2018	03/19/2008
Squad #69 Antenna & Dock Install	260.00	01-440-4511	Vehicle Repair and Maint	265249	3/9/2018	03/19/2008

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	450.00	<b>*Vendor Total</b>				
<b>Mooney &amp; Thomas, Pc</b>						
001040						
Payroll Svcs/Feb	650.00	01-430-4267	Finance Services	2183120	2/28/2018	03/19/2008
<hr/>						
Total:	650.00	<b>*Vendor Total</b>				
<b>MSC Industrial Supply</b>						
051190						
Gloves, Nuts, Washers	744.21	01-445-4870	Equipment	1922829001	2/26/2018	03/19/2008
<hr/>						
Total:	744.21	<b>*Vendor Total</b>				
<b>North Aurora NAPA, Inc.</b>						
038730						
Break Parts/#65	65.14	01-440-4511	Vehicle Repair and Maint	287229	3/1/2018	03/19/2008
Wax/Armorol	20.17	01-445-4511	Vehicle Repair and Maint	287599	2/27/2018	03/19/2008
Horn/Truck #188	16.64	01-445-4511	Vehicle Repair and Maint	287832	3/1/2018	03/19/2008
Starter Fluid	4.41	01-445-4511	Vehicle Repair and Maint	287860	3/2/2018	03/19/2008
Switch	2.25	01-445-4511	Vehicle Repair and Maint	287868	3/2/2018	03/19/2008
Work Light & Connector	29.86	01-445-4511	Vehicle Repair and Maint	288194	3/6/2018	03/19/2008
<hr/>						
Total:	138.47	<b>*Vendor Total</b>				
<b>Office Depot</b>						
039370						
Office/Kitchen Supplies	23.84	01-441-4411	Office Expenses	11158479100	2/28/2018	03/19/2008
Office/Kitchen Supplies	20.52	60-445-4411	Office Expenses	11158479100	2/28/2018	03/19/2008
Office/Kitchen Supplies	20.52	01-445-4411	Office Expenses	11158479100	2/28/2018	03/19/2008
Office/Kitchen Supplies	44.67	01-430-4411	Office Expenses	11158479100	2/28/2018	03/19/2008
<hr/>						
Total:	109.55	<b>*Vendor Total</b>				
<b>Oxie Valley Electric Supply, Inc.</b>						
048340						
St Light Bulbs	68.25	10-445-4661	Street Light Repair/Maint	1200	2/21/2018	03/19/2008
<hr/>						
Total:	68.25	<b>*Vendor Total</b>				
<b>Paddock Publications</b>						
044240						
Subscription 3.18 - 5.12	58.00	01-410-4411	Office Expenses	03122018	3/12/2018	03/19/2008
<hr/>						
Total:	58.00	<b>*Vendor Total</b>				
<b>Patten Industries, Inc.</b>						
030840						
Generator Maint	2,656.00	01-445-4520	Public Buildings Rpr & Mtce	PM60027150	2/28/2018	03/19/2008
Transfer Switch Inspection/PD	158.00	01-445-4520	Public Buildings Rpr & Mtce	PM60027150	3/28/2018	03/19/2008
<hr/>						
Total:	2,814.00	<b>*Vendor Total</b>				



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Petty Cash</b>						
000040						
Vinegar/TP Cleaning	24.34	60-445-4567	Treatment Plant Repair/Maint	001	2/1/2018	03/19/2008
Meals While Plowing 1.15-1.16 (Poss)	14.49	01-445-4799	Misc. Expenditures	002	1/16/2018	03/19/2008
Meals While Plowing (Murphy)	10.00	01-445-4799	Misc. Expenditures	003	1/15/2018	03/19/2008
Meals While Plowing (Cook)	10.00	01-445-4799	Misc. Expenditures	004	1/15/2018	03/19/2008
Meals While Plowing (Cook)	10.00	01-445-4799	Misc. Expenditures	005	1/16/2018	03/19/2008
Meals While Plowing (Martin)	10.00	01-445-4799	Misc. Expenditures	006	1/15/2018	03/19/2008
Meals While Plowing (Martin)	10.00	01-445-4799	Misc. Expenditures	007	1/15/2018	03/19/2008
Meals While Plowing (Martin)	10.00	01-445-4799	Misc. Expenditures	008	1/16/2018	03/19/2008
Meals While Plowing (Kick)	10.00	01-445-4799	Misc. Expenditures	009	2/5/2018	03/19/2008
Meals While Plowing (Kick)	10.00	01-445-4799	Misc. Expenditures	010	1/15/2018	03/19/2008
Meals While Plowing (Poss)	7.77	01-445-4799	Misc. Expenditures	011	2/6/2018	03/19/2008
Hand Sanitizer/VH Counters	11.37	01-430-4799	Misc.	012	2/8/2018	03/19/2008
Meals While Plowing/2.5 & 2.11 (Pepper)	16.63	01-445-4799	Misc. Expenditures	013	2/11/2018	03/19/2008
Meals While Plowing (Poss & Roscoe)	20.00	01-445-4799	Misc. Expenditures	014	2/11/2018	03/19/2008
Shipping Supplies	8.66	01-441-4411	Office Expenses	015	2/15/2018	03/19/2008
Lunch Meeting (Zabel)	10.26	01-441-4390	Dues & Meetings	016	2/14/2018	03/19/2008
KCWA Lunch (Young, Martin, Kick, Cook)	80.00	60-445-4390	Dues & Meetings	017	2/14/2018	03/19/2008
Lien @ County/Mileage (Mahon)	6.32	60-445-4799	Misc. Expenditures	018-001	3/6/2018	03/19/2008
Payroll Pick-up/Mileage (Mahon)	6.00	01-430-4799	Misc.	018-002	3/6/2018	03/19/2008
Meals While Plowing (Martin)	9.00	01-445-4799	Misc. Expenditures	019	2/6/2018	03/19/2008
Hydo Peroxide/ TP Cleaning	33.70	60-445-4567	Treatment Plant Repair/Maint	020	3/13/2018	03/19/2008
Total:	328.54	<b>*Vendor Total</b>				
<b>Priority Products, Inc.</b>						
041340						
Special Bolts For HMO Chem Fitting	167.94	60-445-4567	Treatment Plant Repair/Maint	919349	3/13/2018	03/19/2008
Total:	167.94	<b>*Vendor Total</b>				
<b>Rempe Sharpe &amp; Associates</b>						
000970						
Water Atlas Mapping Updates	2,296.00	60-445-4255	Engineering	25959	10/5/2017	03/19/2008
Total:	2,296.00	<b>*Vendor Total</b>				
<b>Richard, Sarah</b>						
467658						
Water Bill Refund	91.35	60-320-3340	Water Collections	03122018	3/8/2018	03/19/2008
Sewer Mainenance Refund	7.83	18-320-3350	Sewer Collection	03122018	3/8/2018	03/19/2008
Total:	99.18	<b>*Vendor Total</b>				
<b>Russo Power Equipment Inc.</b>						
036290						
Snow Blower Repair Parts	10.95	01-445-4510	Equipment/IT Maint	4744839	2/28/2018	03/19/2008
Chainsaws (2)	1,175.00	01-445-4870	Equipment	4748042	3/1/2018	03/19/2008
Total:	1,185.95	<b>*Vendor Total</b>				
<b>Salam, Faisal</b>						
467659						
Water Bill Refund	115.65	60-320-3340	Water Collections	03122018	3/8/2018	03/19/2008
Sewer Maintenance Refund	11.75	18-320-3350	Sewer Collection	03122018	3/8/2018	03/19/2008

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	127.40	<b>*Vendor Total</b>				
<b>Schaefer Greenhouses, Inc.</b>						
029340						
Flwrs For Hanging Bskt	974.00	01-490-4761	Beautification Committee	99304	5/14/2018	03/19/2008
Total:	974.00	<b>*Vendor Total</b>				
<b>SmithAmundsen LLC</b>						
039030						
Legal-Local 150	759.50	01-445-4260	Legal	546984	3/6/2018	03/19/2008
Total:	759.50	<b>*Vendor Total</b>				
<b>Somonauk Water Lab, Inc.</b>						
030510						
Monthly Bacteria & SOC Samples	1,079.00	60-445-4562	Testing (water)	180216	2/28/2018	03/19/2008
Total:	1,079.00	<b>*Vendor Total</b>				
<b>Suburban Building</b>						
044500						
2018 SOBC Membership Renewal/Zabel	75.00	01-441-4390	Dues & Meetings	03012018	3/1/2018	03/19/2008
Total:	75.00	<b>*Vendor Total</b>				
<b>Superior Asphalt Materials LLC</b>						
031440						
Cold Mix	200.20	01-445-4540	Streets & Alleys Rpr & Mtce	20180117	3/2/2018	03/19/2008
Total:	200.20	<b>*Vendor Total</b>				
<b>Third Millennium Assoc. , Inc.</b>						
033470						
Newsletter-Feb	1,733.95	01-430-4507	Printing	21791	2/28/2018	03/19/2008
Water Bills-Feb	1,961.13	01-445-4507	Printing	21791	2/28/2018	03/19/2008
Total:	3,695.08	<b>*Vendor Total</b>				
<b>Thomas Lenkart</b>						
032550						
Planning/Zoning Commission Mtg	50.00	01-410-4016	Per Diem - Plan Commission	03062018	3/6/2018	03/19/2008
Total:	50.00	<b>*Vendor Total</b>				
<b>Traffic Control &amp; Protection</b>						
021520						
Street Sign Post & Anchor	775.00	01-445-4545	Traffic Signs & Signals	91941	3/13/2018	03/19/2008
Total:	775.00	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
TREASURER, STATE OF ILLINOIS						
048540						
Randall Rd S/Final	72,321.56	10-445-4875	Capital Improvements	121700	3/1/2018	03/19/2008
Total:	72,321.56	*Vendor Total				
Tri-County						
027350						
Snow Removal 3-5	595.00	01-445-4538	Snow Removal	18-03-5836	3/6/2018	03/19/2008
Total:	595.00	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone Usage/Jan13-Feb13	69.21	60-445-4652	Communications	9801641206	2/12/2018	03/19/2008
Cell Phone Usage/Jan13-Feb13	64.54	01-445-4652	Communications	9801641206	2/12/2018	03/19/2008
Cell Phone Usage/Jan13-Feb13	90.61	01-440-4652	Communications	9801641206	2/12/2018	03/19/2008
Cell Phone Usage/Jan13-Feb13	383.92	01-430-4652	Communications	9801641206	2/12/2018	03/19/2008
Total:	608.28	*Vendor Total				
Voiance Language Service LLC						
05015						
Language Line	8.25	01-440-4652	Communications	735746	2/28/2018	03/19/2008
Total:	8.25	*Vendor Total				
Water Products Company						
001170						
Repair Clamps (4)	448.00	60-445-4568	Watermain Rprs. & Rplcmnts.	0278975	2/27/2018	03/19/2008
Water Main & Service Repair	322.79	60-445-4568	Watermain Rprs. & Rplcmnts.	0278976	2/27/2018	03/19/2008
Hydrant Repair Parts	1,118.38	60-445-4563	Fire Hydrant Repair/maint	0279131	3/9/2018	03/19/2008
Total:	1,889.17	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint - Mar	200.00	01-430-4512	Website Maintenance	25784	3/3/2018	03/19/2008
Total:	200.00	*Vendor Total				
Xerox Corporation						
040890						
Copier Maintenance	85.00	01-440-4510	Equipment/IT Maint	092395127	3/1/2018	03/19/2008
Total:	85.00	*Vendor Total				
Report Total: 275,296.51						

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PROPERTY SALE – 1.53 ACRES ORCHARD GATEWAY  
**AGENDA:** 3/19/2018 REGULAR VILLAGE BOARD MEETING

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**ITEM**

Ordinance approving the sale of real property consisting of 1.53 acres located at the northwest intersection of Randall Road and Interstate 88 in the Village of North Aurora, Kane County, Illinois

**DISCUSSION**

The Village owns the 1.53 acres of vacant property at the northwest intersection of Randall Road and Interstate 88. The Opus Group, on behalf of the property owners, is proposing to alter the site plan to accommodate the site needs for a prospective tenant. The amended site plan includes the use of the Village-owned parcel located adjacent to the southeast corner of the property located at 1100 Orchard Gateway Blvd. for the parking of employee passenger vehicles.

The Village Board discussed the sale of the subject property during the December 18, 2017 Executive Session. The Board set certain terms to which it would be sold. The Board recommended that staff move forward and negotiate a contract to sell the property. A letter of intent was submitted on January 4, 2018 for the acquisition of the 1.53 acres at a purchase price of \$300,000.

Under Section 11-76-2 of the Illinois Municipal Code (sale by solicitation for bids), the Village must begin the process of selling the property with an ordinance authorizing the sale in order to begin the 30-day bid solicitation process. The property was advertised for sale by the soliciting of bids beginning on January 18, 2018, and running through March 5, 2018, in the Daily Herald News. No alternative bids were submitted to the Village.

**Attachments:**

1. Ordinance approving the sale of real property consisting of 1.53 acres located at the northwest intersection of Randall Road and Interstate 88 in the Village of North Aurora, Kane County, Illinois

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

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**ORDINANCE APPROVING THE SALE OF REAL PROPERTY**  
**CONSISTING OF 1.53 ACRES LOCATED AT**  
**THE NORTHWEST INTERSECTION OF RANDALL ROAD AND INTERSTATE 88**  
**IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

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Adopted by the  
Board of Trustees and President  
of the Village of North Aurora  
this \_\_\_\_ day of \_\_\_\_\_, 2018

Published in Pamphlet Form  
by authority of the Board of Trustees of the  
Village of North Aurora, Kane County, Illinois,  
this \_\_\_\_ day of \_\_\_\_\_, 2018  
by \_\_\_\_\_.

Signed \_\_\_\_\_

**VILLAGE OF NORTH AURORA**

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE APPROVING THE SALE OF REAL PROPERTY  
CONSISTING OF 1.53 ACRES LOCATED AT  
THE NORTHWEST INTERSECTION OF RANDALL ROAD AND INTERSTATE 88  
IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS**

**WHEREAS**, the Village of North Aurora ("Village") owns real estate consisting of 1.53 acres of vacant property at the north west intersection of Randall Road and Interstate 88 that is immediately adjacent to real estate owned by MP North Aurora East LLC at 1100 Orchard Gateway Boulevard (the "Property"); and

**WHEREAS**, the Property is not required for municipal use or other purposes and is no longer necessary or appropriate for the Village to retain the Property; and

**WHEREAS**, the President and Trustees desire to sell the Property by solicitation of bids pursuant to Section 11-76-2 of the Illinois Municipal Code (65 ILCS5/11-76-2); and

**WHEREAS**, the President and Trustees previously authorized by Ordinance Number 08-01-15-03, being an ordinance Directing The Sale Of Real Property Consisting Of 1.53 Acres Located At The Northwest Intersection of Randall Road and Interstate 88 in the Village of North Aurora, Kane, County, Illinois, by solicitation of bids; and

**WHEREAS**, notices requesting solicitation for bids were published in a newspaper of general circulation in the Village of North Aurora, providing over thirty (30) days for bidders with an interest in purchasing the property to submit bids; and

**WHEREAS**, the village of North Aurora received only one bid for the property, that being the bid of MP North Aurora East, LLC, and, though the Village of North Aurora reserved the right to reject all bids, the President and Trustees have determined that sale of the property pursuant to the bid of MP North Aurora East, LLC, is in the best interest of the Village of North Aurora.

**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 draft contract attached hereto and incorporated herein by reference as Exhibit A is hereby approved in the form attached hereto, subject to revisions that do not substantively affect the transaction, as made approved by the Village Attorney.
3. The Community Development Director, Village Attorney and/or their designees, are hereby authorized and directed to execute the contract and any and all documentation required to complete

**VILLAGE OF NORTH AURORA**

the transaction pursuant to the terms of the contract as may be reasonably and appropriately required and to close on the sale and transfer of title of the property to MP North Aurora East, LLC, and to direct the net proceeds to the Village of North Aurora.

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.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Tao Martinez \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_  
Lori Murray, Village Clerk

**VILLAGE OF NORTH AURORA**

**Exhibit A – Contract to Sell Property**



PURCHASE AND SALE AGREEMENT

by and between

THE VILLAGE OF NORTH AURORA,  
a municipality of the State of Illinois, as Seller,

and

MP NORTH AURORA EAST LLC,  
a Delaware limited liability company, as Buyer,

for certain real property, containing approximately 1.53 acres,  
located at the Northwest corner of the intersection of Randall Road and Interstate 88 in North Aurora,  
Kane County, Illinois

Date: March \_\_, 2018

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## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made between MP NORTH AURORA EAST LLC, a Delaware limited liability company, or its assignee ("Buyer"), and THE VILLAGE OF NORTH AURORA, a municipality of the State of Illinois ("Seller"). STEWART TITLE GUARANTY COMPANY ("Escrow Agent") joins herein as escrow agent and for the purposes set forth herein. The effective date of this Agreement (the "Effective Date") shall be the date on which the last of the Seller or Buyer sign this Agreement below.

WHEREAS, Seller is the owner of that parcel of real property comprising approximately 1.53 acres of land located at the Northwest corner of the intersection of Randall Road and Interstate 88 in North Aurora, Kane County, Illinois, being more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Real Property"); and

WHEREAS, Seller has agreed to sell the Real Property to Buyer (and all other Property hereinafter described), and Buyer has agreed to purchase the Real Property from Seller (and all such other Property), under all of the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller: (a) the Real Property; (b) any and all improvements (if any) situated on such Real Property (the "Improvements"); (c) Seller's right, title and interest in and to any strips or gores of land between the Real Property and abutting adjacent properties; (d) all rights of way, rights of access, easements and other rights appurtenant or appertaining to the Real Property or Improvements; (e) Seller's right, title and interest in and to all warranties and guaranties regarding any of the Real Property or Improvements, as well as all plans, specifications, architectural and engineering drawings, prints, surveys, soil and substrata studies relating to the Real Property or the Improvements in Seller's possession or control (if any); (f) Seller's right, title and interest in and to all licenses, approvals and permits issued in any connection with the Real Property or the Improvements; and (g) all of Seller's right, title and interest in and to intangible rights and benefits appertaining to the Real Property or Improvements (hereinafter collectively referred to as the "Property") (the Parties acknowledge and agree that no tangible personal property is included in the sale of the Property), all subject to the following terms and conditions:

### 1. Price and Deposit.

1.01 Purchase Price. Subject to the prorations and adjustments provided for herein, the purchase price for the Property (the "Purchase Price") shall be Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

1.02 Payment. Upon Closing under this Agreement, the Purchase Price, subject to Closing adjustments and prorations provided herein, shall be paid by wire transfer of immediately available funds to an account designated by Escrow Agent for the transaction contemplated hereby, and the Escrow Agent shall pay such amount, together with the Deposit, to Seller.

### 2. Review of Property.

2.01 Property Information. Seller has previously delivered to or otherwise made available for inspection, copying and review by Buyer (or its agents or representatives) certain plans, files, books and/or records related to the Property owned or controlled by the Seller and by any independent property manager under contract with Seller (such files, books, records collectively, the "Property Information"). The Property Information, included, without limitation, the documents and other items

listed on Exhibit B attached hereto; however, that the Property Information did not include privileged communications with Seller's counsel and other proprietary or confidential information of Seller.

2.02 Title and Survey Review and Inspections. Buyer and Seller each acknowledge and agree that Buyer has had an opportunity to conduct such inspections, tests and verifications as Buyer deems reasonably necessary in connection with the consummation of the transactions contemplated by this Agreement (collectively, "**Inspections**") and to review and approve certain due diligence materials obtained by the Buyer or delivered to it by Seller regarding the Property, including without limitation: (a) the Property Information, (b) a title insurance commitment ("**Title Commitment**") for a 2006 ALTA owner's title insurance policy ("**Title Policy**") for the Property, issued by Escrow Agent ("**Title Company**") as Commitment No. 18000070154 and showing title to the Property currently vested in Seller (which Commitment is, or at or prior to Closing will be, in an amount not less than the Purchase Price), and (c) a current survey for the Land, prepared by Craig R. Knoche & Associates, P.C. as Job No. 18-008 in accordance with the Minimum Standard Detail Requirements for Class A Land Title Surveys (jointly established by ALTA/ACSM, as adopted in 2011) and including items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 13, 14 and 16 of Table A thereof, certified to Buyer, Seller and the Title Company ("**Survey**"). The parties further acknowledge that Buyer's physical inspections, tests and verifications of the Property were performed pursuant to that certain Real Estate Inspection Waiver, Release, and Hold Harmless by and between Buyer and Seller (the "**Inspection Waiver**"), a copy of which is attached hereto as Exhibit B-1. Upon Closing hereunder, the Inspection Waiver shall terminate and be of no further force and effect, except for: (i) that certain indemnity given by Buyer in paragraph 3 of the Inspection Waiver, which indemnity shall survive until the later of (x) expiration of the Survival Period (as defined below) and (y) the date of final resolution of any and all claims brought by Seller under such indemnity during the Survival Period; and (ii) that certain release given by Buyer in paragraph 2 of the Inspection Waiver, which release shall survive in perpetuity.

### 3. Covenants and Representations.

3.01 Seller's Representations. Seller hereby covenants, represents and warrants to Buyer as follows:

(a) This Agreement has been, and all the documents to be delivered by Seller to Buyer at Closing will be, (i) duly authorized, executed and delivered by Seller, (ii) not in conflict with or in violation of any other contracts or agreements to which Seller or the Property are bound, and (iii) enforceable in accordance with their respective terms.

(b) Neither Seller, nor any affiliates of Seller, have entered into any other contract to sell all or any portion of or interest in the Property, nor granted any option to purchase the Property or any right of first refusal or right of first offer to purchase the Property and on the Closing Date, Seller shall be the sole owner of the Property in fee simple and Seller's title to the Property shall be free and clear of all liens and encumbrances other than Permitted Exceptions.

(c) The Property Information has been delivered to Buyer without intentional alteration or omission; provided, however, that Buyer hereby acknowledges and agrees that Seller is making no representation or warranty as to the truth, accuracy or completeness of any third-party statements, analysis or information contained in such Property Information.

(d) There are no leases, subleases or other occupancy agreements affecting the Property.

(e) There are no maintenance, repair, janitorial, snow removal, cleaning, supplier, development, construction and/or other contracts and agreements affecting or relating to the provision of services to the Property or with respect to the Property generally, that could be binding upon Buyer following the sale and purchase of the Property as herein contemplated.

(f) Seller has received no written notice that the Property (or any present uses and operations thereof) is/are in violation of (i) zoning laws, building codes or other laws and regulations applicable thereto or (ii) any deed or other title covenants or restrictions recorded in the land records or otherwise applicable to the Property.

(g) There are not pending any special assessments or condemnation actions with respect to the Property or any part thereof, nor has Seller any knowledge of any special assessments or condemnation actions being contemplated.

(h) All work, and all other services the nonpayment of which could result in the imposition of mechanics' or other liens, provided with respect to the Property and requested by or on behalf of Seller have been completed and paid in full.

(i) To Seller's actual knowledge, during Seller's ownership of the Property, (i) the Property has not been used for the production, storage, deposit or disposal of hazardous substances in any reportable quantities under and in violation of applicable environmental laws; (ii) no above- or below-ground gas storage tank is or has been located at the Property; and (iii) Seller has not received any written notice from any applicable governmental authority that any hazardous substances have been placed or located upon the Property in violation of applicable environmental laws.

(j) Seller is not (i) a plan which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), as defined in §3(3) of ERISA, nor a plan as defined in §4975(e)(1) of the Internal Revenue Code of 1986, as amended (each of the foregoing hereinafter referred to collectively as a "Plan"), (ii) a "governmental plan" as defined in §3(32) of ERISA, or (iii) a "party in interest," as defined in §3(14) of ERISA, to a Plan, except with respect to plans, if any, maintained by Seller, nor do the assets of Seller constitute "plan assets" of one or more of such Plans within the meaning of Department of Labor Regulations §2510.3-101. Seller is acting on its own behalf and not on account of or for the benefit of any Plan. Seller has no present intent to transfer the Property to any entity, person or Plan which will cause a violation of ERISA. Seller has not assigned, and shall not assign, its interest under this Agreement to any entity, person or Plan in a manner which will cause a violation of ERISA.

(k) There are no actions or proceedings pending or, to the best of Seller's knowledge, threatened against Seller before any court or administrative agency which do or will affect the Property or Seller. There exists no governmental moratorium adversely affecting development of the Property.

(l) Seller has no employees which Buyer shall be obligated to employ following the Closing.

Any reference in this Agreement to "knowledge," "actual knowledge" or "best of knowledge" of a Seller Entity, or the receipt of notices or other communications by a Seller Entity, shall be deemed to mean the actual knowledge of, or receipt of notice or communication by, Seller, and not any implied, imputed or constructive knowledge of Seller, and without any independent investigation or inquiry having been made. Buyer hereby acknowledges and agrees that except with respect to the foregoing representations and warranties set forth in this provision above, or that which may be expressly set forth elsewhere in this Agreement, or any documents executed and delivered in connection with Closing hereunder, the Property is to be conveyed by Seller to Buyer in "AS-IS, WHERE-IS" condition without any other warranty or representation, express or implied, as to zoning, physical condition, environmental condition or suitability for a particular purpose.

3.02 Buyer's Representations and Warranties. Buyer hereby covenants, represents and warrants to Seller as follows:

(a) Buyer has been duly organized and is in good standing under the laws of its State of formation and is qualified to do business under the laws of the State of Illinois.

(b) This Agreement has been, and all the documents to be delivered by Buyer to Seller at Closing will be, (i) duly authorized, executed and delivered by Buyer, (ii) not in conflict with or in violation of any other contracts or agreements to which the Buyer is bound, and (iii) enforceable in accordance with their respective terms.

(c) Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally, and Buyer has not planned or contemplated, and is not planning or contemplating, any of the foregoing.

(d) Buyer is in compliance with the requirements of the Orders. Neither Buyer nor any of its affiliates (i) is listed on the Lists, (ii) is a Person (as defined in the Order) who has been determined by competent authority to be subject to the prohibitions contained in the Orders, or (iii) is owned or controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders. Buyer is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions contemplated herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions contemplated herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

3.03 Survival. All covenants, representations and warranties contained in this Agreement, including those set forth in §§3.01 and 3.02 above, shall be deemed remade as of the date of Closing hereunder and shall survive Closing for a period of one (1) year (the "Survival Period") unless the time frame for survival is expressly set forth otherwise elsewhere in this Agreement.

4. [Reserved].

5. Closing.

5.01 Closing. Consummation of the purchase and sale contemplated herein (the "Closing") shall occur on the Effective Date (the "Closing Date"). Closing shall be held and conducted through written escrow instructions to the Escrow Agent, or at the offices of the Escrow Agent or at another location mutually agreed to by Buyer and Seller.

5.02 Seller's Deliveries. At Closing, Seller shall execute and deliver (or cause to be executed and delivered, as applicable) to Buyer the following documents, each of which shall be prepared by or reasonably acceptable to Buyer:

(a) A special warranty deed with covenant of further assurances, in the form attached hereto as Exhibit C, conveying to Buyer fee simple title in the Property (subject only to those exceptions to title set forth on Exhibit C-1 attached hereto) (the "Deed").

(b) Seller's counterpart to an assignment and assumption agreement in the form attached hereto as Exhibit D assigning all of Seller's right, title and interest in and to all intangible property owned by Seller and used in connection with the operation of the Real Property and all warranties, intangibles and other rights relating to the Property (the "Assignment and Assumption Agreement").

(c) A so-called "owner's affidavit" or "seller's affidavit", together with an indemnity sufficient to induce Escrow Agent, in its capacity as Buyer's title insurer, to insure Buyer against any so-called "gap" risk between the time of Closing and the recordation of the Deed for the Property, the form of which affidavit and indemnity is attached hereto as Exhibit E.

(d) A settlement statement.

(e) Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of the Property.

(f) Any other documents required by this Agreement to be delivered by Seller or required by the Escrow Agent in connection with settlement hereunder and/or issuance of Buyer Title Policy to effectuate this Agreement and the transactions contemplated thereby, including, without limitation, (i) a Plat Act Affidavit of Metes and Bounds accompanying the Deed, (ii) an ordinance or resolution of the Seller authorizing the conveyance of the Property, and (iii) a form PTAX-203 Illinois Real Estate Transfer Declaration.

5.03 Buyer's Deliveries. At Closing, Buyer shall each execute and deliver (or cause to be executed and delivered, as applicable) to Seller the following documents, each of which shall be prepared by or reasonably acceptable to Buyer:

(a) Buyer's counterpart to the Assignment and Assumption Agreement;

(b) A written certificate and affidavit, in the form attached hereto as Exhibit E-2, certifying that all representations and warranties contained in §3.02 above remain, as of the date of Closing, true and correct in every respect as when first made hereunder.

(c) A settlement statement.

(d) Any other documents required by this Agreement to be delivered by Buyer or required by the Escrow Agent in connection with settlement hereunder and/or issuance of Buyer Title Policy.

5.06 Possession. Possession of the Property shall be delivered to the Buyer on the date of Closing. In addition, on or before the date of Closing, Seller shall deliver to Buyer copies (or, to the extent available, originals) of the documents which were delivered under §2.01, as well as all files, reports, studies, correspondence, and other items used in connection with operation of the Property to Buyer.

5.04 Prorations. The Seller represents that (i) there are no real property taxes, assessments (including business improvement district assessments), vault charges and other similar charges applicable to the Property, and (ii) no charges for water, electricity, sewer, gas, telephone, or other utilities serving the Property that have been incurred. Accordingly, the parties anticipate that there will be

no need to prorate such items at Closing. However, to the extent that it shall subsequently be determined that any such amounts are due and owing for the period in which Closing occurs, or for any prior period, the following provisions shall apply to the division of funds, obligations and payments between the parties as of Closing hereunder:

(a) The parties shall adjust and prorate the following items as of 11:59 p.m. Central time on the day immediately prior to Closing:

(1) All real property taxes, assessments (including business improvement district assessments), vault charges and other similar charges applicable to the Property ("Taxes"), based on the number of days in the then-current tax/fiscal year elapsed through the date of Closing, whether or not such taxes and other charges are payable in advance or in arrears, except that any special or extraordinary assessments or charges payable prior to Closing shall be paid by Seller before Closing regardless of the period to which such assessments or charges apply.

(2) All charges for water, electricity, sewer, gas, telephone, and all other utilities serving the Property (if any).

All such prorations shall be made on the basis of actual bills and/or assessments therefor, if available. If such bills are not available, then such charges shall be prorated on the basis of the most recently issued bills and/or assessments.

(b) The obligations under this Section shall survive Closing. In the event that any errors in prorations or adjustments made at Closing are discovered after Closing, and upon the final accounting of any figures which are based on estimates at Closing, the parties shall promptly re-adjust the subject amounts, with such payments to be made between the parties as are necessary to correct the errors or to effect the reconciliations. In all events, the parties shall make such adjustments, or confirm in writing that no such adjustments are necessary, within one hundred twenty (120) calendar days after the end of the calendar year in which the Closing occurs; provided, however, any such adjustments with respect to Taxes shall be made within sixty (60) days after the bills therefor which relate to the period in which Closing occurs are received. No claims for proper re-adjustments in prorations based on error, miscalculation or omission shall be deemed waived or relinquished unless and until such a written confirmation is executed and delivered by the parties hereto.

5.05 Closing Costs. The parties shall divide responsibility for paying closing costs related to the transaction as follows:

(a) Seller shall pay (i) one-half of the Escrow Agent's settlement fee, (ii) all applicable transfer, deed or similar taxes imposed by the State, the County or the municipality in which the Property is located, and (iii) Seller's legal fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, and, without limitation, the cost of all performances by Seller of its obligations hereunder. Buyer acknowledges and agrees that at Closing, Seller may direct Escrow Agent to utilize a portion of the Purchase Price for payment of any transfer taxes due and owing.

(b) Buyer shall pay (i) one-half of the Escrow Agent's settlement fee, (ii) all expenses of or related to the issuance of Buyer's Owner's Policy (provided, however, that Seller shall pay for the cost of any endorsements insuring over unpermitted title exceptions Seller either elects or is required by this Agreement to remove), (iii) the cost of recording the Deed, (iv) the cost of the Survey, and (v) Buyer's legal fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Buyer hereunder, and, without limitation, the cost of all performances by Buyer of its obligations hereunder.



(c) All other Closing costs shall be paid in accordance with the terms and provisions of this Agreement or, if this Agreement is silent with respect thereto, in accordance with local custom in the greater Chicago, Illinois metropolitan area.

6. Reserved.

7. Default/Remedies.

7.01 Breach or Default by Seller. If Closing is not consummated as a result of Seller's failure to perform any of its obligations under this Agreement, then Buyer shall have, at its option and election, either (i) the right to enforce this Agreement by specific performance, to which the Seller hereby acknowledges and agrees, or (ii) the right to terminate this Agreement, receive a return of the Deposit, and receive a reimbursement within fifteen (15) days from Seller of up to \$20,000 of all Buyer's out-of-pocket expenses incurred in any connection with the Property or this Agreement. In addition, subject to the terms of Section 9.07 below, Buyer shall be entitled to reimbursement from Seller of any and all court costs and reasonable attorneys' fees incurred in connection with any action by Buyer to enforce this Agreement or to otherwise exercise remedies on account of a breach or default by Seller hereunder. Following any termination of the Agreement pursuant to this Section, the parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination

7.02 Breach or Default by Buyer. IF CLOSING IS NOT CONSUMMATED AS A RESULT OF BUYER'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, SELLER, AS ITS SOLE AND EXCLUSIVE REMEDY, SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT RECOVER FROM BUYER LIQUIDATED DAMAGES IN THE AMOUNT OF \$20,000 (THE "LIQUIDATED DAMAGES AMOUNT"), WITH THE PARTIES AGREEING THAT THE SELLER'S ACTUAL DAMAGES WOULD BE DIFFICULT TO ASCERTAIN AND THAT THE LIQUIDATED DAMAGES AMOUNT IS THE PARTIES' BEST AND GOOD FAITH ESTIMATE OF SUCH DAMAGES AND NOT A PENALTY. IN ADDITION, SUBJECT TO THE TERMS OF SECTION 9.07 BELOW, SELLER SHALL BE ENTITLED TO REIMBURSEMENT FROM BUYER OF ANY AND ALL COURT COSTS AND REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION WITH ANY ACTION BY SELLER TO ENFORCE THIS AGREEMENT OR TO OTHERWISE EXERCISE REMEDIES ON ACCOUNT OF A BREACH OR DEFAULT BY BUYER HEREUNDER. FOLLOWING ANY TERMINATION OF THE AGREEMENT PURSUANT TO THIS SECTION, THE PARTIES SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT THOSE WHICH EXPRESSLY SURVIVE SUCH TERMINATION.

8. Provisions Regarding Escrow Agent.

8.01 Administration of Deposit. The Escrow Agent agrees to hold and apply the Deposit in accordance with the terms and conditions of this Agreement. The Escrow Agent shall invest the Deposit as directed by the Buyer.

8.02 Limitation on Liability. The following provisions shall control with respect to the rights, duties and liabilities of the Escrow Agent:

(a) The Escrow Agent shall have no responsibility hereunder except for the performance by it in good faith of the acts to be performed by it hereunder, and the Escrow Agent shall have no liability except for its own breach of this Agreement, willful misconduct or negligence.

(b) The Escrow Agent shall not be responsible for the solvency or financial stability of any financial institution with which Escrow Agent is directed to invest funds escrowed hereunder.

(c) The Escrow Agent shall be reimbursed on an equal basis by Buyer and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the

amount held in escrow, including the cost of any legal expenses and court costs incurred by the Escrow Agent, should the Escrow Agent deem it necessary to retain an attorney with respect to the disposition of the amount held in escrow.

(d) In the event of a dispute between the parties hereto with respect to the disposition of the amount held in escrow, the Escrow Agent shall be entitled, at its own discretion, to deliver such amount to an appropriate court of law pending resolution of the dispute.

(e) In no event shall Escrow Agent incur any liability for levies by taxing authorities based upon the taxpayer identification number provided to Escrow Agent and used to establish the Escrow Account. At Closing, the Deposit and any interest thereon shall be credited against the cash balance of the Purchase Price due on the date of Closing.

(f) As contemplated in §1.02(a) above, the Deposit shall be deposited by the Escrow Agent into a separate interest-bearing money market account at a federally-insured financial institution with offices in the Boston, Massachusetts (the "Depository"), in Escrow Agent's trust account at a Depository or in such other investment as may be directed by Buyer. If the financial condition of the financial institution in which the funds are held changes in any adverse way which may prohibit the ability of the Escrow Agent to withdraw such funds in accordance with the terms of this Escrow Agreement, then the Escrow Agent may move the Escrow Account to another financial institution that satisfies the requirements of this paragraph. Escrow Agent shall have no liability in the event of failure, insolvency or inability of the Depository to pay such funds, or accrued interest upon demand or withdrawal.

## 9. Miscellaneous.

9.01 Assignability. Except as permitted pursuant to the next sentence of this Section 9.01, neither Buyer nor Seller shall assign or transfer this Agreement or any interest herein or in the Property to any third party without the prior written consent of the other party, or cause the transaction contemplated herein to violate any provision of applicable law.

9.02 Statutory Rights. Any covenants, representations and/or warranties contained in this Agreement, regardless of whether or not to survive Closing hereunder, shall not limit or affect in any manner any statutory or other legal rights otherwise available to the party benefitted thereby under federal, state or local laws and/or regulations.

9.03 Notices. Any notice or other communication to any party given under this Agreement will be effective only if in writing delivered to whichever of the following addresses is applicable:

Seller's notice address:

Village of North Aurora  
25 East State Street  
North Aurora, IL 60542  
Attention: Mike Toth  
Email: mtoth@northaurora.org

With a copy to:

Kevin G. Drendel  
Drendel & Jansons Law Group  
111 Flinn Street  
Batavia, IL 60510  
Email: kgd@batavialaw.com

Buyer's notice address:

MP North Aurora East LLC  
c/o AEW Capital Management  
Two Seaport Lane  
Boston, Massachusetts 02210  
Attention: Matthew Tracy  
Facsimile No.: (617) 261-9555  
Email: [mtracy@aew.com](mailto:mtracy@aew.com)

and

AEW Capital Management  
Two Seaport Lane  
Boston, Massachusetts 02210  
Attention: James Finnegan, General Counsel  
Facsimile No.: (617) 261-9555  
Email: [jfinnegan@aew.com](mailto:jfinnegan@aew.com)

and

AEW Capital Management  
Two Seaport Lane  
Boston, Massachusetts 02210  
Attention: Josh Heller  
Facsimile No.: (617) 261-9555  
Email: [jheller@aew.com](mailto:jheller@aew.com)

With a copy to:

Venable LLP  
600 Massachusetts Avenue NW  
Washington, DC 20001  
Attn: Joseph W. Creech, Esq.  
Email: [jcreech@venable.com](mailto:jcreech@venable.com)

Escrow Agent's notice address:

Stewart Title Guaranty Company  
One Washington Mall - Suite 1400  
Boston, MA 02108  
Attn: Joseph P. Sullivan  
Email: [joseph.sullivan@stewart.com](mailto:joseph.sullivan@stewart.com)

Any notice or other communication will be deemed received only upon delivery to the address provided for in this §9.03 or rejection of delivery at such address. Notice may be given by (i) a national overnight delivery service in which event delivery shall be deemed to occur the next business day after depositing the notice with such delivery service, (ii) by courier or hand-delivery service, in which event notice shall be deemed to occur the same day if received before 5:00 p.m., Eastern time, on a business day and, if not so received, the next business day, or (iii) by electronic mail as attached in portable document format (read receipt requested or registered e-mail) (with a physical copy thereof sent on the same day by one of the other means provided in clause (i) or clause (ii) above), in which event notice shall be deemed to occur the same day if received before 5:00 p.m., Eastern time, on a business day and, if not so received, the next

business day. The addresses and addressees to which notice is to be given may be changed by written notice given in the manner specified in this §9.03 and actually received by the addressee

9.04 Sale by Municipality. The parties acknowledge and agree that the Property is being sold pursuant to the authority of Section 11-76-2 of the Illinois Municipal Code (65 ILCS 5/11-76-2) as a sale by solicitation of bids. A solicitation for bids was advertised in a newspaper of general circulation in the area, and the Buyer's bid was received in due course and opened in a regular meeting of the Village of North Aurora as required by law. No other bids were received. The Seller reserved the right to reject all bids, and this Agreement is contingent on approval by the corporate authorities of the Village of North Aurora.

9.05 Entire Agreement. This Agreement, and the schedules and exhibits hereto, contain all agreements of the parties with respect to the Property and supersedes any prior discussions, contracts or other agreements with respect thereto. No amendments or modifications to this Agreement or waivers of any rights or benefits provided herein shall be binding unless signed by the party against whom such modification or waiver is sought to be enforced. Notwithstanding the foregoing, in the event that the Buyer and Seller agree to and execute any written amendment or other document modifying this Agreement, which does not directly modify the obligations of the Escrow Agent hereunder, the Escrow Agent shall not be required to execute such amendment or other agreement in order for the document to be fully effective and enforceable. This Agreement shall inure to the benefit of, and (except as provided above) be binding upon, the successors and assigns of the parties hereto.

9.06 Broker. Each of Seller and Buyer represents and warrants to the other that it has not dealt with any broker or finder in connection with the transaction contemplated by this Agreement. Furthermore, each of Seller and Buyer indemnifies and holds the other harmless from and against any losses, damages, costs or expenses (including attorneys' fees) incurred by such other party due to a breach of the foregoing warranty and representation. The foregoing indemnity shall survive Closing.

9.07 Attorney's Fees. If any action is brought by either party hereto against the other party, the party in whose favor a final judgment shall be entered shall be entitled to recover court costs and reasonable attorneys' fees incurred in connection therewith.

9.08 Joint and Several Liability. To the extent that the Seller hereunder is comprised of more than one individual or entity, all such parties comprising the Seller shall be jointly and severally liable for all duties, obligations and liabilities of the Seller under this Agreement and the documents executed and delivered at Closing hereunder.

9.09 Severability. No determination by any court, governmental body or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

9.10 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Illinois.

9.11 WAIVER OF JURY TRIAL. EACH OF SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OR BOTH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

9.12 Recording. This Agreement may not be recorded among the land records or among any other public records without the Seller's prior written consent (which consent may be withheld for any reason).

9.13 Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and shall be fully enforceable when signed in such manner. Facsimile and electronically transmitted signatures shall for all purposes be treated as originals.

9.14 Timing. The phrase "business days" means any day that is not a Saturday, Sunday or holiday recognized by national banks in Boston, Massachusetts or Chicago Illinois. The phrase "calendar days" as used herein shall mean all days of the week, including all holidays. The term "days" without reference to calendar or business days shall mean calendar days. If the date of Closing hereunder, or any other date which is referenced or scheduled in this Agreement falls on weekend day or on a federal holiday, such date for purposes of this Agreement shall be postponed to the next succeeding business day which is not a weekend day or federal holiday. Time is of the essence with respect to this Agreement.

9.15 Perpetuities. If the rule against perpetuities would invalidate this Agreement or any portion hereof, or would limit the time during which this Agreement shall be effective, due to the potential failure of an interest in property created herein to vest within a particular time, then notwithstanding anything to the contrary herein, each such interest in property must vest, if at all, before the passing of ten (10) years from the date of this Agreement, or this Agreement shall become null and void upon the expiration of such ten (10) year period and the parties shall have no further liability hereunder (except that the Deposit shall be returned to the Buyer, and any indemnifications for physical damage to the Property or personal injury, or any other express obligation created hereunder following any termination of this Agreement, shall apply upon such termination).

9.16 1099-S; Real Estate Reporting Person. In order to comply with information reporting requirements provided by Section 6045(e) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, the parties hereby designate Escrow Agent as the party who shall be responsible for reporting to the Internal Revenue Service (the "IRS") the sale of the Property on IRS Form 1099-S. The parties shall provide Escrow Agent with the information necessary to complete Form 1099-S. Escrow Agent shall provide all the parties with a copy of the IRS Form 1099-S filed with the IRS and with any documentation used to complete IRS Form 1099-S. The parties agree to retain this Agreement for four (4) years following December 31<sup>st</sup> of the calendar year in which the Closing hereunder occurs.

9.17 Current Zoning; Addition to PUD (Ordinance #15-09-21-02). The parties hereby acknowledge that as of the date hereof, the Property is zoned B-2 (General Commercial District) under the North Aurora, Illinois zoning ordinance. The parties further acknowledge Buyer's desire that the Property be included in the Planned Unit Development (PUD) to which certain real property adjacent to the Property and owned by Buyer (i.e., Lot 2 of Gateway Industrial North Aurora Resubdivision in the Village of North Aurora, Kane County, Illinois, according the Plat thereof recorded on September 13, 2013 in the Kane County, Illinois Land Records as Document 2013K066841) (the "Adjacent Property") is subject. Accordingly, and as a material inducement to Buyer to enter into this Agreement (without Buyer would not enter into this Agreement), Seller hereby represents, warrants and covenants to Buyer as follows: (i) Seller has initiated the process to amend the PUD and site plan for the Adjacent Property approved in Ordinance No. 15-09-21-02 (the "Site Plan") so as to include the Property, which PUD and Site Plan specifically permit the construction of a warehousing, storage and distribution facility (the "Project"); (ii) following Closing, Seller shall diligently and continuously assist Buyer in obtaining final, unappealable approval of such PUD / Site Plan amendment, as well as any and all other approvals reasonably required to cause the zoning and land use classification of the Property to be identical to that of the Adjacent Property; and (iii) prior to

making any submissions in connection with the foregoing or agreeing to any condition or matter that would bind the owner of the Property or Adjacent Property or otherwise encumber the Property or Adjacent Property, Seller shall obtain Buyer's approval of the same. In the event Buyer requires that Seller transfer prosecution of the foregoing entitlement efforts to Buyer or its designee, Seller shall execute and deliver such documents and assurances as may be required to effectuate the same (at no cost to Buyer). The obligations under this Section shall survive Closing.

9.18 Further Assurances. Seller and Buyer hereby agree, upon reasonable request of the other party, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts and instruments as may be reasonably required to effectuate the transactions contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

BUYER:

**MP NORTH AURORA EAST LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

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

Date of execution:\_\_\_\_\_

[Signatures continue on the following page]

SELLER:

**VILLAGE OF AURORA,**  
a municipality of the State of Illinois

By:\_\_\_\_\_ (SEAL)

Name (print):\_\_\_\_\_

Title (print):\_\_\_\_\_

Date of execution:\_\_\_\_\_



ESCROW AGENT'S JOINDER

The undersigned hereby joins in the foregoing Purchase and Sale Agreement for the purposes of acknowledging and agreeing to be bound by its duties, obligations and liabilities hereunder.

ESCROW AGENT:

STEWART TITLE GUARANTY COMPANY

By: \_\_\_\_\_(SEAL)

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

Date of execution: \_\_\_\_\_

### Exhibits and Schedules

Exhibit A	-	Description of Real Property
Exhibit B	-	Required Deliverables
Exhibit C	-	Form of Deed
Exhibit C-1	-	List of Permitted Exceptions
Exhibit D	-	Form of Assignment and Assumption Agreement
Exhibit E	-	Form of Owner's Affidavit

Exhibit A

DESCRIPTION OF REAL PROPERTY

## Exhibit B

### Required Deliverables

All material relevant to the condition and operation of the Property including without limitation:

1. Evidence of any applicable taxes including real estate and franchise taxes.
2. All reports relating to the physical condition, to the extent they exist and can be obtained by Seller, including, without limitation, Property condition reports, traffic plans, reports or studies, engineering, geotechnical reports, and insurance or seismographic reports.
3. Any zoning information, zoning reports, historic information applicable to the Property.
4. All title insurance commitments and policies related to the Property including without limitation the current title insurance policy in force and copies of all title exception documents related thereto.
5. All leases, contracts, licenses, permits, approvals (including all required government approvals and permits) or other items relating to the ownership, operation, maintenance, repair and/or development of the Property.
6. A copy of the most current ALTA survey or the title survey completed by a registered surveyor, inclusive of any legal description and title exceptions referenced thereon.
7. All unrecorded right-of-way agreements, ingress/egress agreements, easement agreements, access agreements and other similar agreements affecting the Property.
8. Copies of all environment site assessments and environment reports and evaluation of any kind including without limitation all supporting documentation, indemnity agreements, remediation agreements, notices, agreements and other information of any kind relating to the environmental condition of the Property.
9. Bills for all utilities for last 36 months (or, if shorter, for the period of Seller's Property ownership) (if applicable).
10. Property Insurance Policies.
11. Copies of any other agreements that might be binding upon Buyer following Closing (if applicable).
12. Correspondence, studies, reports and any other documentation related to wetlands on the Property or adjacent to the Property.
13. The plans and specifications for the Improvements and the off-site improvements serving the property (if applicable).
14. Evidence that the Real Property is connected to all utilities (including, without limitation, water, sewer and electricity) necessary to use and operate the Real Property.
15. All notices and correspondence to and from any governmental agencies or the insurers of the Real Property or relating to the Real Property.

Exhibit C

FORM OF DEED

[Attached]

This Instrument Prepared By: _____ _____ _____ _____  After Recording Return To: _____ _____ _____ _____ _____	
---	--

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### SPECIAL WARRANTY DEED

THE UNDERSIGNED GRANTOR DECLARES:

FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE VILLAGE OF NORTH AURORA, a municipality of the State of Illinois ("Grantor"), does hereby GRANT, BARGAIN AND SELL to MP NORTH AURORA EAST LLC, a Delaware limited liability company ("Grantee"), having an address of c/o AEW Capital Management, Two Seaport Lane, Boston, Massachusetts 02210, and its successors and assigns, FOREVER, the real property located in the Village of North Aurora, County of Kane, State of Illinois, and more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Land"), together with, all and singular, adjacent streets, alleys, rights-of-way, rights, benefits, licenses, interests, privileges, easements, tenements, hereditaments and appurtenances on the Land or in anywise appertaining thereto, and the improvements, structures and fixtures located upon the Land, subject only to the encumbrances set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

AND Grantor, for itself, and its successors and assigns, hereby warrants and covenants with Grantee that Grantor has not done or suffered to be done, anything whereby the said real property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited and that Grantor is lawfully seized of said real property in fee simple, subject, however, to the Permitted Exceptions; that Grantor has good right and lawful authority to sell and convey said real property; and hereby warrants the title to said real property and will WARRANT AND DEFEND the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

ADDRESS OF REAL ESTATE: \_\_\_\_\_

PERMANENT TAX IDENTIFICATION NUMBERS: \_\_\_\_\_

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned hereby executes this instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

Exhibit C

**GRANTOR:**

**THE VILLAGE OF NORTH AURORA,**  
a municipality of the State of Illinois

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS	)	
	)	
COUNTY OF _____	)	

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_he signed and delivered said instrument as \_\_\_\_\_ free and voluntary act, and as a free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public  
 Commission Expiration: \_\_\_\_\_(Seal)

Send subsequent tax bills to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Exhibit A to Special Warranty Deed -- Legal Description

[Attached]

Exhibit B to Special Warranty Deed -- Permitted Encumbrances

**[TO BE ATTACHED]**

Exhibit C

LIST OF PERMITTED EXCEPTIONS

[Attached]

Exhibit D

FORM OF ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of this day of \_\_\_\_\_, 2018, by and between (x) THE VILLAGE OF NORTH AURORA ("Assignor"), and (y) \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

WHEREAS, the Assignee and Assignor are parties to that certain Purchase and Sale Agreement dated \_\_\_\_\_, 2017 ("Purchase Agreement"). All capitalized terms used but not defined herein shall have the meaning given to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of Assignor's right, title, and interest in and to the following, if any (collectively, the "Assigned Items"): (a) all warranties and guaranties regarding any of the Real Property or Improvements, as well as all plans, specifications, architectural and engineering drawings, prints, surveys, soil and substrata studies relating to the Real Property or Improvements in Assignor's possession or control; (b) all licenses, approvals and permits issued in any connection with the Real Property or the Improvements; and (c) intangible rights and benefits appertaining to the Real Property or Improvements.

2. Assumption. Assignee hereby assumes the obligations of Assignor under the Assigned Items arising from and after the date hereof.

3. Warranty of Title to Assigned Property. Assignor warrants and defends title to the Assigned Items unto Assignee, its successors and assigns, against any person or entity claiming, or to claim, the same or any part thereof by, through or under Assignor, subject only to the matters to which the Deed (as hereinafter defined) is subject, to the extent applicable. For purposes hereof, "Deed" shall mean that certain Special Warranty Deed dated as of the date hereof, pursuant to which Assignor is conveying to Assignee title to the Real Property.

4. Disclaimer. Except as set forth herein above, the Assigned Items are conveyed by Assignor and accepted by Assignee AS IS, WHERE IS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF THE PARTIES EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE ASSIGNED ITEMS CONVEYED HEREUNDER, AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OF THE STATE OR STATES WHERE THE ASSIGNED ITEMS ARE LOCATED (TO THE EXTENT APPLICABLE).

5. Covenants Binding. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Instrument may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument. Assignor and Assignee may execute different counterparts of this Assignment and, if they do so, the signature pages from the different counterparts may be combined to provide one integrated document. Facsimile and electronically transmitted signatures shall for all purposes be treated as originals.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be executed as of the date written above.

ASSIGNOR:

**THE VILLAGE OF NORTH AURORA,**  
a municipality of the State of Illinois

By:\_\_\_\_\_ (SEAL)

Name (print):\_\_\_\_\_

Title (print):\_\_\_\_\_

[Signatures continue on the following page]

ASSIGNEE:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

Exhibit E

FORM OF OWNER'S AFFIDAVIT

**OWNER'S AFFIDAVIT/GAP INDEMNITY AGREEMENT**

RE:  
File #

The undersigned Affiant, being first duly sworn, and being duly authorized to do so on behalf of the Owner named below, hereby makes the following affidavit to Stewart Title Guaranty Company ("Stewart") in connection with the transaction identified as follows:

1. The Owner is the owner in fee simple of the Property, as more particularly described in the policies to be issued, and there are no other parties who are in possession, or who have or claim a right to be in possession, of any part of Property, except for the tenants set forth in Exhibit A hereto as tenants only, with no options or rights to purchase.
2. (a) No person has furnished any labor, services, or materials in connection with the construction or repair of any buildings or improvements on any of the Property within the last One Hundred Eighty (180) days; (b) there are no unpaid amounts due for any labor, material, or services in connection with the construction or repair of any improvements on any of the Property, or with respect to the Property itself, that could form the basis of a lien thereon; and (c) Owner has not received any notice of intention to file or record a lien in connection with any of the Property.
3. There has been no material change in the exterior aspects of any improvements on any of the Property as shown in the respective survey plans referred to in the Commitment.
4. All real estate taxes and municipal or county charges currently due and owing with respect to each of the Property have been paid, or will be paid prior to the date on which same will become delinquent.
5. There is no action or proceeding, including but not limited to bankruptcy or insolvency proceedings, pending by or against Owner in any state or federal court, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
6. The Owner has no knowledge of any current, uncured violation of covenants, conditions, or restrictions contained in any recorded instrument affecting the Property, and has received no notice or claim from any party of such violation. The Owner shall indemnify and hold Stewart harmless from any resulting loss, cost, damage, or claim if the foregoing assurance shall be untrue in any respect.
7. As an inducement to Stewart to insure over any matters attaching or created during the "gap" in time between the last continuation of title and the recording of the appropriate deed, mortgage, or other instrument with respect to the Property, Owner shall promptly remove of record any matters filed of record during said gap period, and shall hold harmless and indemnify the Company for any loss, cost, expense, claim, or damage, including without limitation reasonable attorneys' fees, arising with respect to any such matters affecting any of the Property.
8. This Affidavit is given with the understanding and intention that Stewart shall rely thereon in issuing the title insurance policies (the "Policies") which are based on each related Commitments. Owner shall hold harmless and indemnify Stewart for any loss, cost, expense, claim, or damage, including without limitation reasonable attorneys' fees, arising by reason of any material incorrectness of any of the statements contained herein, as such statement may pertain to any of the Property.
9. THE UNDERSIGNED EXECUTES THIS AGREEMENT BECAUSE OF THE BENEFITS DIRECTLY AND INDIRECTLY ACCRUING TO IT BY REASON OF THE ISSUANCE OF THE POLICIES.

AFFIANT:

-----

Date: -----



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## VILLAGE OF NORTH AURORA BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** SITE PLAN REVIEW AMENDMENT – 1100 ORCHARD GATEWAY BLVD  
**AGENDA:** 3/19/2018 REGULAR VILLAGE BOARD MEETING

---

### ITEM

Ordinance amending Ordinance # 15-09-21-02 approving the Site Plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora

### DISCUSSION

On September 21, 2015, the Village Board granted site plan approval to the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora. The Opus Group received site plan approval for a 450,000 square foot industrial building on the 25.14 acre easterly lot, west of Randall Road and south of Orchard Gateway Blvd, within North Aurora Towne Centre.

The Opus Group, on behalf of the property owners, is proposing to alter the site plan to accommodate the site needs for a prospective tenant. The amended site plan includes the expansion of passenger vehicle parking into the eastern portion of the property and also use of the 1.53 acre Village-owned parcel located adjacent to the southeast corner of the property located at 1100 Orchard Gateway Blvd. The submitted site plan indicates a total of 1,113 parking spaces.

The Village Board discussed the site plan alterations at the December 18, 2017 Committee of the Whole meeting. The Board was supportive of the alterations as the proposed use would generate appreciable employment and the parking would accommodate the large number of employees.

In order to limit the parking of trucks and trailers on the subject property, a condition has been added limiting truck and trailer parking to the area of the property located to the west of the western building facade. As a carryover condition, any fencing would be required to be of an ornamental design, constructed of galvanized aluminum and black in color.

Lastly, in the event that the proposed work is not initiated within one (1) year of this date, a condition has been added that stipulates that the proposed ordinance would expire and Ordinance #15-09-21-02 would be reinstated.

### Attachments:

1. Ordinance amending Ordinance # 15-09-21-02 approving the Site Plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE AMENDING ORDINANCE # 15-09-21-02 APPROVING THE SITE  
PLAN FOR THE PROPERTY LOCATED ON  
LOT 3 OF THE GATEWAY INDUSTRIAL NORTH AURORA RESUBDIVISION  
IN THE VILLAGE OF NORTH AURORA**

**WHEREAS**, on September 21, 2015, the Village Board approved Ordinance #15-09-21-02 approving the site plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora; and

**WHEREAS**, the property owners desire to amend the site plan to accommodate additional parking.

**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 site plan in the form attached hereto and incorporated herein by reference as Exhibit "A" and the landscape plans in the form attached hereto and incorporated herein by reference as Exhibit "B" are hereby approved with the following conditions:

- A. Fencing shall be of an ornamental design, constructed of galvanized aluminum and black in color.
- B. Truck and trailer parking shall be limited to the area of the property located to the west of the western building facade.
- C. In the event that the proposed work is not initiated within one (1) year of this date, this ordinance shall become null and void and the Ordinance #15-09-21-02 shall be reinstated.

3. 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 \_\_\_\_\_, 2018, A.D.

Ordinance # \_\_\_\_\_

Passed by the Board of Trustees of the Village of North Aurora, Kane County,  
Illinois this \_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Tao Martinez \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of  
North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

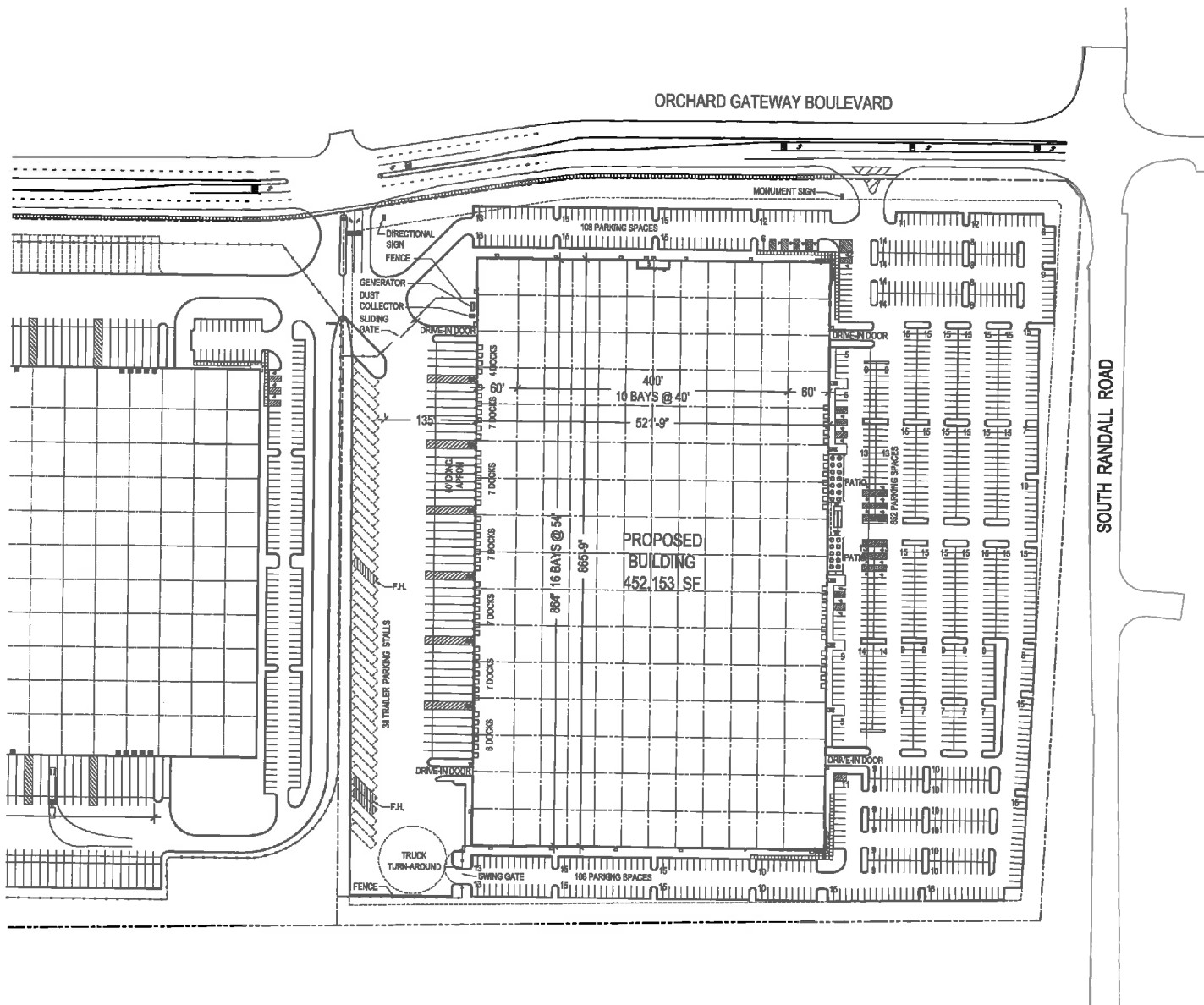
ATTEST:

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

Ordinance # \_\_\_\_\_

EXHIBIT "A" – SITE PLAN



#### PROJECT INFORMATION

Site Area	25.14 Acres
Building Area	452,153 SF
Parking Provided	1,066 Stalls
Docks:	45
Drive-In Doors:	4
Total Trailer Parking:	38
(Across Court)	38)
(Along Dock Wall)	0)



Ordinance # \_\_\_\_\_

**EXHIBIT "B" – LANDSCAPE PLAN**

Landscape Plan  
**1100 ORCHARD GATEWAY**  
North Aurora, Illinois  
February 28, 2018

**CONSULTANTS:**



LANDSCAPE ARCHITECT:  
GARY R. WEBER ASSOCIATES, INC.  
212 SOUTH MAIN STREET  
WHEATON, ILLINOIS 60187



**LOCATION MAP**  
SCALE: 1"=400'

**INDEX OF SHEETS**

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0	COVER SHEET
1	LANDSCAPE PLAN
2	LANDSCAPE DETAILS
3	EXISTING TREE TRANSPLANT LIST
4	LANDSCAPE SPECIFICATIONS

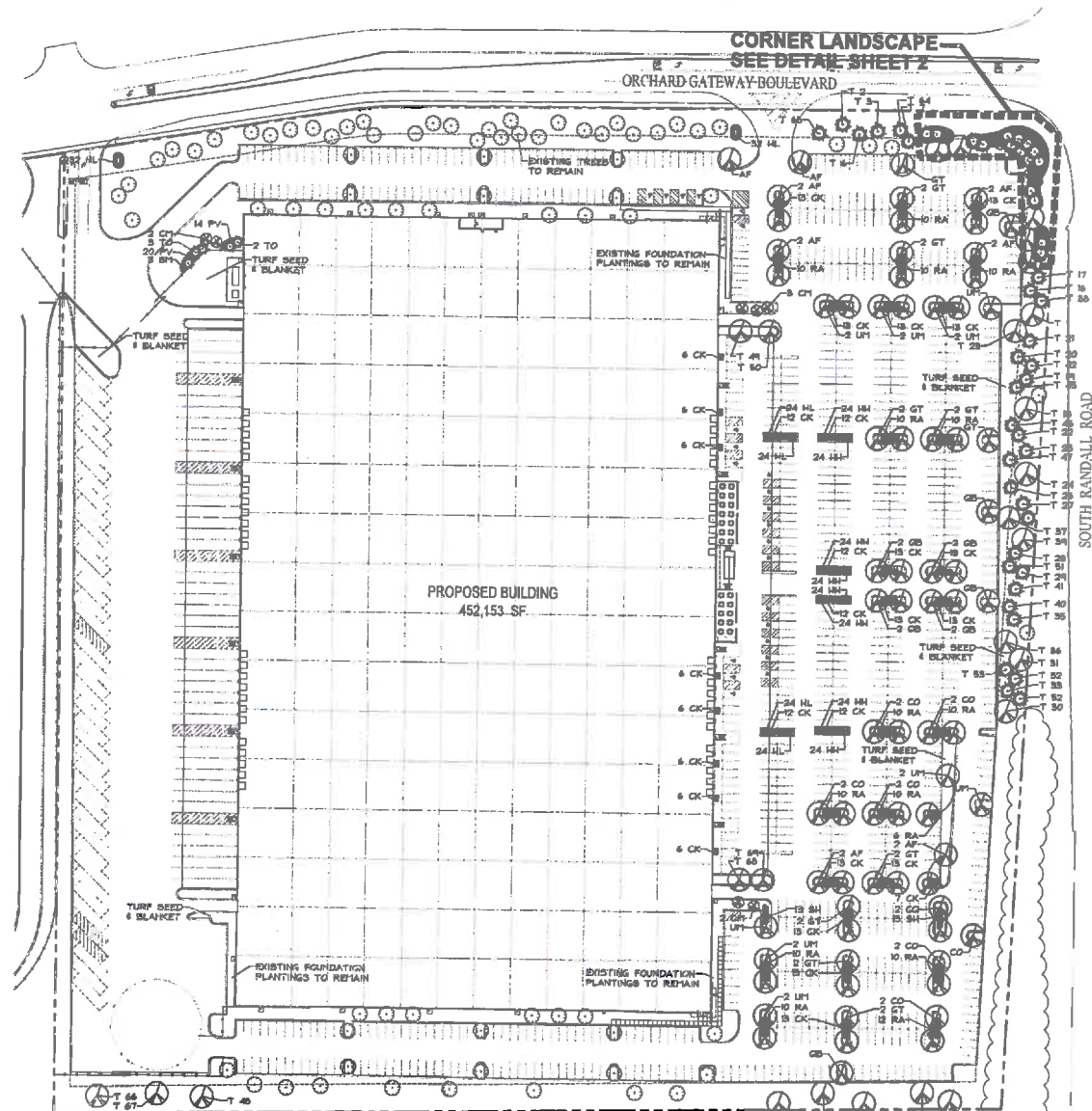


## GENERAL NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractor convenience only. The Contractor must verify all material and supply sufficient materials to complete this job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Mark shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipality requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.
- Landscape Plan shows details & locations for most units & related planters, all other units are specified on engineering plans.

## PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>				
AF	14	Aster x fraxinifolius 'Jeffers' Red	2 1/2" Cal.	
CO	18	Cornus melanocarpa	2 1/2" Cal.	
GT	18	Gladiolus hirsutus var. hirsutus 'Wayne'	2 1/2" Cal.	
OB	12	Quercus bicolor	2 1/2" Cal.	
UH	18	Ulmus 'Hercules'	2 1/2" Cal.	
<b>ORNAMENTAL TREES</b>				
AG	4	Amelanchier x grandiflora	6' H.	Multi-Stem
CH	7	Cornus mas	6' H.	Multi-Stem
<b>EVERGREEN TREES</b>				
TO	5	Thuja occidentalis 'Sage'	6' H.	
<b>DECIDUOUS SHRUBS</b>				
CR	24	Cornus sericea 'Variegata'	24" Tall	5' O.C.
RA	148	Rosa 'Armstrong'	24" Wide	5' O.C.
BT	14	Buddleia davidii 'Blue Chip'	24" Tall	4' O.C.
<b>EVERGREEN SHRUBS</b>				
JK	47	Juniperus chinensis 'Sage'	24" Wide	4' O.C.
<b>PERENNIALS</b>				
HA	227	Hemerocallis 'Happy Returns'	6"	18" O.C.
HL	280	Hemerocallis 'Little Miss Cup'	6"	18" O.C.
<b>ORNAMENTAL GRASSES</b>				
CK	204	Calamagrostis x canadensis 'Vastus'	6"	30" O.C.
PV	18	Panicum virgatum 'Muhlenbergii'	6"	30" O.C.
SH	28	Sporobolus heterostachyus	6"	24" O.C.
<b>MISC. MATERIALS</b>				
126		SHRUBBED HARDWOOD MULCH	C.Y.	
128		TURF SEED & EROSION CONTROL BLANKET	AC.	
14		LIMESTONE CUTTING (4"-7" THICK, 3'-6" WIDE)	Ton	



NOTE: PLANTS LABELED "T" ARE TO BE TRANSPLANTED FROM THE EXISTING LANDSCAPING. SEE SHEET 3 FOR ORIGINAL LOCATIONS AND SPECIES

SCALE: 1"=30'  
NORTH

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THE OPUS GROUP  
1700 FARM ROAD, SUITE 100  
ROCKFORD, ILLINOIS 61101

**1100 ORCHARD GATEWAY**  
NORTH AURORA, ILLINOIS  
**LANDSCAPE PLAN**

2 3.08.18  
1 2.18.18

DATE: 2.08.18  
PROJECT NO.: 001479  
DRAWN: GENTING  
CHECKED: JCL  
SHEET NO.:

**1 OF 4**





## NORTH AURORA, ILLINOIS

## LANDSCAPE DETAILS

2	2,28,18
1	2,19,15
<b>सर्वसंग्रह</b>	

DATE 2.02.18  
PROJECT NO. CP-1878  
DRAWN GFB/TRO  
CHECKED JCT  
SHEET NO.



6' 5' 15' 20' 30'

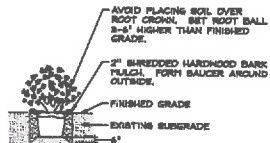
SCALE: 1"=10'

NORTH

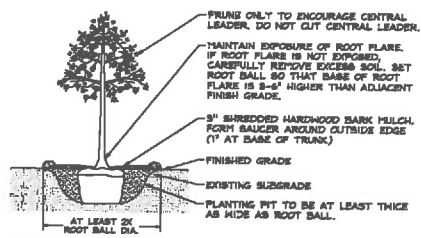
NOTE: PLANTS LABELED "T ##" ARE  
TO BE TRANSPLANTED FROM THE  
EXISTING LANDSCAPING. SEE SHEET  
3 FOR ORIGINAL LOCATIONS AND  
SPECIES

Diagram illustrating a standard planting method. The diagram shows a cross-section of the ground. At the top, plants are shown with their root systems. A label points to the plants: "PLANT SPACING AS PER PLAN". Below the plants, a layer of mulch is shown. A label points to this layer: "2\" SHREDDED HARDWOOD BARK MULCH". Below the mulch, the existing ground surface is shown. A label points to this surface: "EXISTING SUBGRADE".

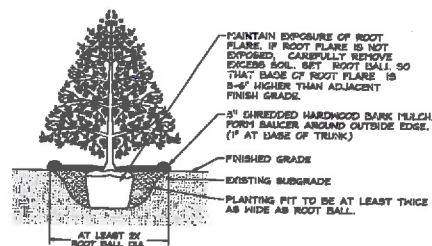
**PERENNIALS AND GROUNDCOVERS**  
NOT TO SCALE



**DECIDUOUS AND EVERGREEN SHRUBS**  
**NOT TO SCALE**



**DECIDUOUS TREES**  
**NOT TO SCALE**



**EVERGREEN TREES**  
**NOT TO SCALE**

## LEGEND



EXISTING TREES TO REMAIN



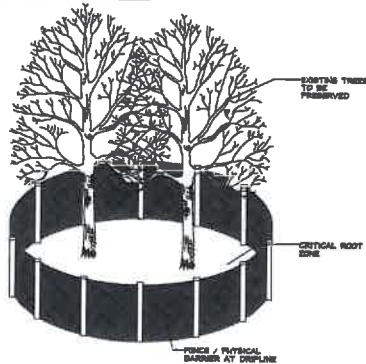
EXISTING SHADE TREES TO BE TRANSPLANTED



EXISTING EVERGREEN TREES TO BE TRANSPLANTED

TAG NO.	BUTTERFLY MARK	COMMON NAME
1	Circle with cross	Shrub
2	Circle with cross	Shrub
3	Circle with cross	Shrub
4	Circle with cross	Shrub
5	Circle with cross	Shrub
6	Circle with cross	Shrub
7	Circle with cross	Shrub
8	Circle with cross	Shrub
9	Circle with cross	Shrub
10	Circle with cross	Shrub
11	Circle with cross	Shrub
12	Circle with cross	Shrub
13	Circle with cross	Shrub
14	Circle with cross	Shrub
15	Circle with cross	Shrub
16	Circle with cross	Shrub
17	Circle with cross	Shrub
18	Circle with cross	Shrub
19	Circle with cross	Shrub
20	Circle with cross	Shrub
21	Circle with cross	Shrub
22	Circle with cross	Shrub
23	Circle with cross	Shrub
24	Circle with cross	Shrub
25	Circle with cross	Shrub
26	Circle with cross	Shrub
27	Circle with cross	Shrub
28	Circle with cross	Shrub
29	Circle with cross	Shrub
30	Circle with cross	Shrub
31	Circle with cross	Shrub
32	Circle with cross	Shrub
33	Circle with cross	Shrub
34	Circle with cross	Shrub
35	Circle with cross	Shrub
36	Circle with cross	Shrub
37	Circle with cross	Shrub
38	Circle with cross	Shrub
39	Circle with cross	Shrub
40	Circle with cross	Shrub

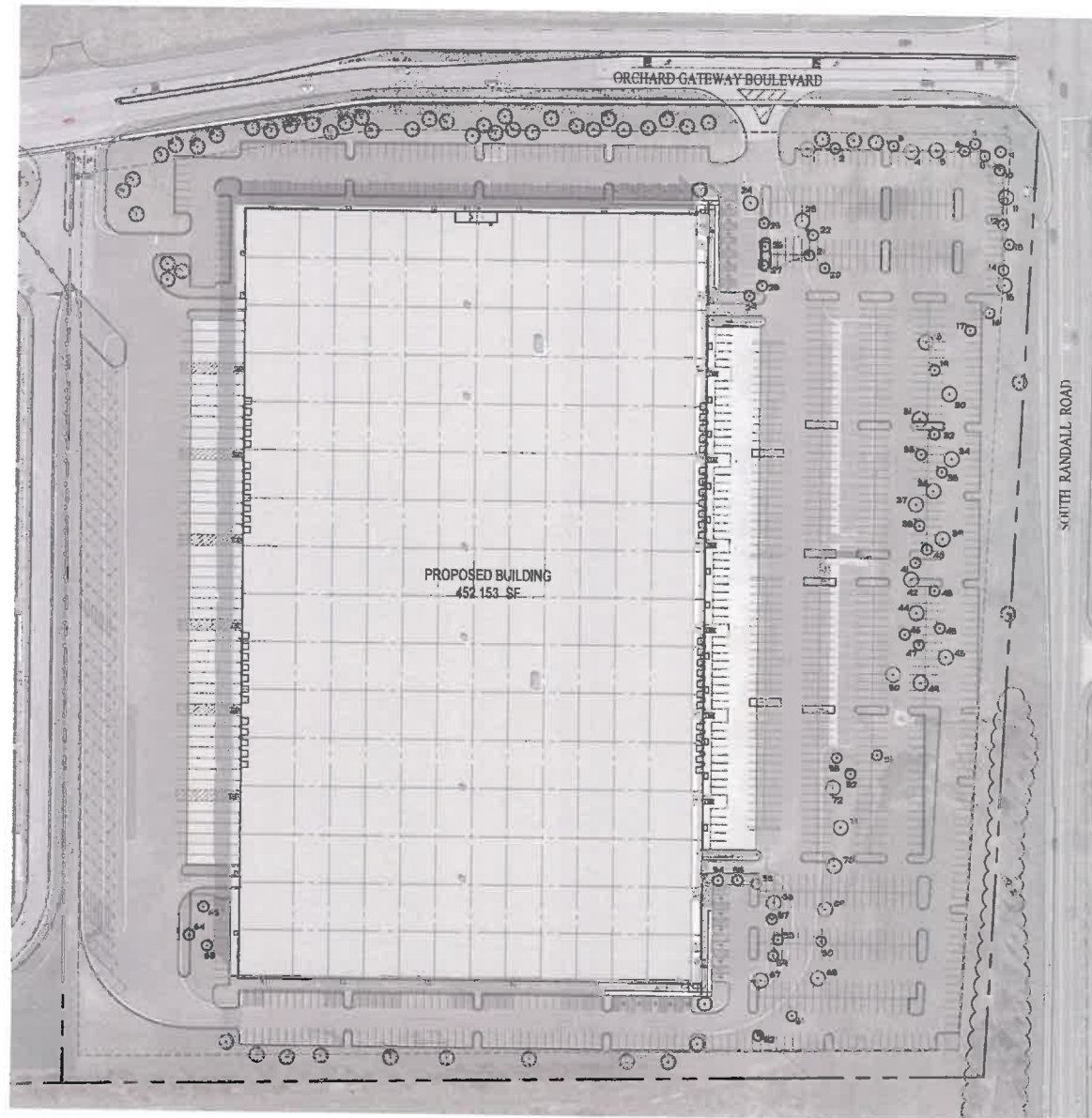
TAG NO.	BUTTERFLY MARK	COMMON NAME
41	Circle with cross	Shrub
42	Circle with cross	Shrub
43	Circle with cross	Shrub
44	Circle with cross	Shrub
45	Circle with cross	Shrub
46	Circle with cross	Shrub
47	Circle with cross	Shrub
48	Circle with cross	Shrub
49	Circle with cross	Shrub
50	Circle with cross	Shrub
51	Circle with cross	Shrub
52	Circle with cross	Shrub
53	Circle with cross	Shrub
54	Circle with cross	Shrub
55	Circle with cross	Shrub
56	Circle with cross	Shrub
57	Circle with cross	Shrub
58	Circle with cross	Shrub
59	Circle with cross	Shrub
60	Circle with cross	Shrub
61	Circle with cross	Shrub
62	Circle with cross	Shrub
63	Circle with cross	Shrub
64	Circle with cross	Shrub
65	Circle with cross	Shrub
66	Circle with cross	Shrub
67	Circle with cross	Shrub
68	Circle with cross	Shrub
69	Circle with cross	Shrub
70	Circle with cross	Shrub
71	Circle with cross	Shrub
72	Circle with cross	Shrub



**TREE PRESERVATION DETAIL**  
(NOT TO SCALE)  
SEE NOTES

## TREE PRESERVATION NOTES

- 40" High steel fence or wood barrier shall extend to the dripline of the tree or trees where possible, shall be installed before construction begins, and should not be removed until the completion of construction.
- All accidental damage to existing trees that are to be preserved shall be promptly treated as required in accordance with recognized horticultural practices and the instructions of the professional Arborist, Landscape Architect or Horticulturist.
- Broken or badly injured branches shall be removed with a clean cut. If recommended by the professional Arborist, Landscape Architect or Horticulturist.
- Care shall be exercised by the contractor to protect all overhead limbs and branches from damage by contact with material, machinery or equipment and by damage from engine exhaust.
- Contractors shall protect trees and vegetation against spills or discharge of fuel, lubricating oils, hydraulic fluids, anti-freeze and materials, calcium chloride, lime and all other similar hydrocarbons, organic chemicals, and other materials which can be harmful.
- When underground utilities are proposed within 6' of a preserved tree trunk, they must be exposed if possible.



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**1100 ORCHARD GATEWAY**  
NORTH AURORA, ILLINOIS  
**EXISTING TREE TRANSPLANT LIST**

2 2.28.16  
1 2.19.16  
REVISED

DATE: 2.22.16  
PROJECT NO.: 018757  
DESIGNED BY: GFW  
CHECKED BY: GFW  
DRAWN BY: GFW  
SCALE: 1"=60'

**3 OF 4**

## LANDSCAPE WORK PART 1 - GENERAL

### 1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

1. The establishment of trees, shrubs, perennials, annual and lawn areas as shown on Landscape Plans.
2. The provision of post-planting management as specified herein.
3. Any remedial operations necessary in conformance with the plans as specified in this document.
4. Permits which may be required.

### 1.2 QUALITY ASSURANCE

- A. Mark shall conform to State of Illinois Horticultural Standards and local municipal requirements.
- B. Quality Control Procedures:
  1. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
  2. Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
  3. Analysis and Standards: Package standard products with manufacturer's certified analysis.

### 1.3 SUBMITTALS

- A. Planting Schedule
 

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting.
- B. Maintenance Instruction - Landscape Mark
 

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to completion of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming grasses. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.
- C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.
- D. Submit two (2) samples of shredded hardwood bark mulch, green control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.
- E. Nursery packing lists including the species and quantities of material installed must be provided to the Owner and/or City upon request.

### 1.4 JOB CONDITIONS

- A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Utilities: Review underground utility location maps and plans; notify local utility location services demonstrate an awareness of utility locations and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
- C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

### 1.5 GUARANTEES

- A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.
- B. Guarantee trees, shrubs, groundcover and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, adverse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

## LANDSCAPE WORK PART 2 - PLANT MATERIALS

### 2.1 LAWN SOIL

Provide strongly rated seed, not less than two (2) years old and free of weeds and undesirable native grasses. Provide any seed capable of growth and development when planted (winter, not dormant) and in stripes not more than 10' wide x 4' long. Provide seed composed of a 5-way blend of Kentucky Bluegrass such as Midnight, Alliance, Vivo, Washington, Liberty.

### 2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new grass seed complying with the tolerance for purity and germination established by the Official Seed Analysis of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

- A. Lawn Seed Mixture - 5 lbs./1,000 sq. ft.
  - 80% Kentucky Bluegrass 98/95
  - 10% Crotch Perennial Ryegrass
  - 10% Spartan Hard Fescue
  - 10% Edge Perennial Ryegrass
  - 10% Sorbus Perennial Ryegrass
  - 5% Perennial Creeping Red Fescue
- B. Temporary Lawn Seed Mixture - 5 lbs./1,000 sq. ft.
  - 40% Kentucky Bluegrass 98/95
  - 40% Perennial Ryegrass
  - 20% Annual Ryegrass

- C. Temporary Storage Seed Mixture - 7 lbs./1,000 sq. ft.
  - 55% Red Top
  - 25% Dark Grass
  - 10% Virginia Mid Ryegrass
  - 10% Canada Ryegrass

### 2.3 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

### 2.4 TREES AND SHRUBS

- A. Name and Variety: Provide nursery grown plant material true to name and variety.
- B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z60.1 "Standard for Nursery Stock" and as further specified.
- C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (DBS) deciduous trees.
- D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of stems required by ANSI Z60.1 for the type and height of shrub required. Provide balled and burlapped (DBS) deciduous shrubs.
- E. Coniferous Evergreens: Provide evergreens of the size shown or listed. Diversify include minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary specimen shown. Provide balled and burlapped (DBS) evergreen trees and coniferous shrubs.
- F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of bolls or roots, discolor, breakage and latent defects or injuries. Rejected plants shall be removed immediately from the site.

### 2.5 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompacted topsoil (classified at #10) for all planting pits, perennials, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in I.B.C.

### 2.6 EROSION CONTROL

- A. Lawn Seed Areas Erosion Control Blanket: North American Green D97, or equivalent approved equal.
- B. Native Areas Erosion Control Blanket: North American Green S150, or equivalent approved equal.

### 2.7 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

## LANDSCAPE WORK PART 3 - EXECUTION

### 3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

### 3.2 PLANTINGS

- A. Seeding New Lawns
  1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawn.
  2. Till to a depth of not less than 6" apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
  3. Seeded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
  4. Lay seed within 24 hours from time of striping.
  5. Lay seed to form a solid mass with tightly fitted joints. Roll ends and sides of seed strips; do not overlap. Stripper strips to offset joints in adjacent areas. Mark from seeds to avoid damage to subgrade or soil. Tamp or roll lightly to ensure contact with subgrade. Mark offset soil into minor cracks between pieces of seed remove debris to avoid smothering of adjacent grass.
  6. Water and thoroughly with a fine spray immediately after planting.
- B. Seeding New Lawns
  1. Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawn.
  2. Till to a depth of not less than 6" apply soil amendments as needed; remove high areas and fill in depressions; till soil to a homogeneous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
  3. Seeded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.

4. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
5. Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds 10 (10) miles per hour. Distribute seed evenly over entire area by seeding equal quantity in two directions at right angles to each other.
6. Sow not less than specified rate.
7. Water lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.
8. After the seeding operation is completed, spray a weed flour mulch (Corvus 2000 with lactifier or approved equal) over the entire seeded area at the rate of 2,000 lbs. per acre. Use a mechanical spray unit to insure uniform coverage. Exercise care to protect buildings, automobiles and people during the application of the mulch.

### C. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 6" deep. Install per seeding indicated on plan.

### D. Trees and Shrubs

1. Set balled and burlapped (DBS) stock plants and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of bolls retain on bottom. When set, place additional loose burlap around base and sides of ball and work each layer to settle burlap and eliminate voids and air pockets. When elevation is approximately 2/3 full, water thoroughly before planting remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
2. Dish top of backfill to allow for mulching. Provide additional backfill below ground edge of containers to form shallow saucer to collect water.
3. Match pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Finish exposed root flare at all times.
4. Prune only injured or dead branches from flowering trees, if any. Protect central leader of trees during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
5. Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
6. The Contractor shall be solely responsible for ensuring that all trees are planted in a vertical and plants position and remain as throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor however, any bracing procedure(s) must be approved by the Owner prior to its installation.

### 3.3 INITIAL MAINTENANCE

- A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.
- B. Maintain planted and seeded areas by watering, rolling/grading, repointing and implementing erosion control as required to establish vegetation free of erosion or lawn areas.
- C. Temporary Storage and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.

### 3.4 CLEAN UP AND PROTECTION

- A. During landscape work, store materials and equipment where directed. Keep materials clean and work areas and adjoining areas in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Trust, repair or replace damaged landscape work as directed by Landscape Architect.

### 3.5 INSPECTION AND ACCEPTANCE

- A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.
- B. Supply written affidavit certifying compliance of seed mixtures and integrity of plant materials with respect to species, variety and source.
- C. Notify the Landscape Architect within five (5) days after completing balled and/or supplemental plantings in each area.
- D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.



**GARY R. WEBER  
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27101-4545

OPUS

**OPUS**  
THE OPUS GROUP  
1700 HOBBS ROAD, SUITE 100  
ROSEMONT, ILLINOIS 60018

1100 ORCHARD GATEWAY

NORTH AURORA, ILLINOIS

LANDSCAPE SPECIFICATIONS

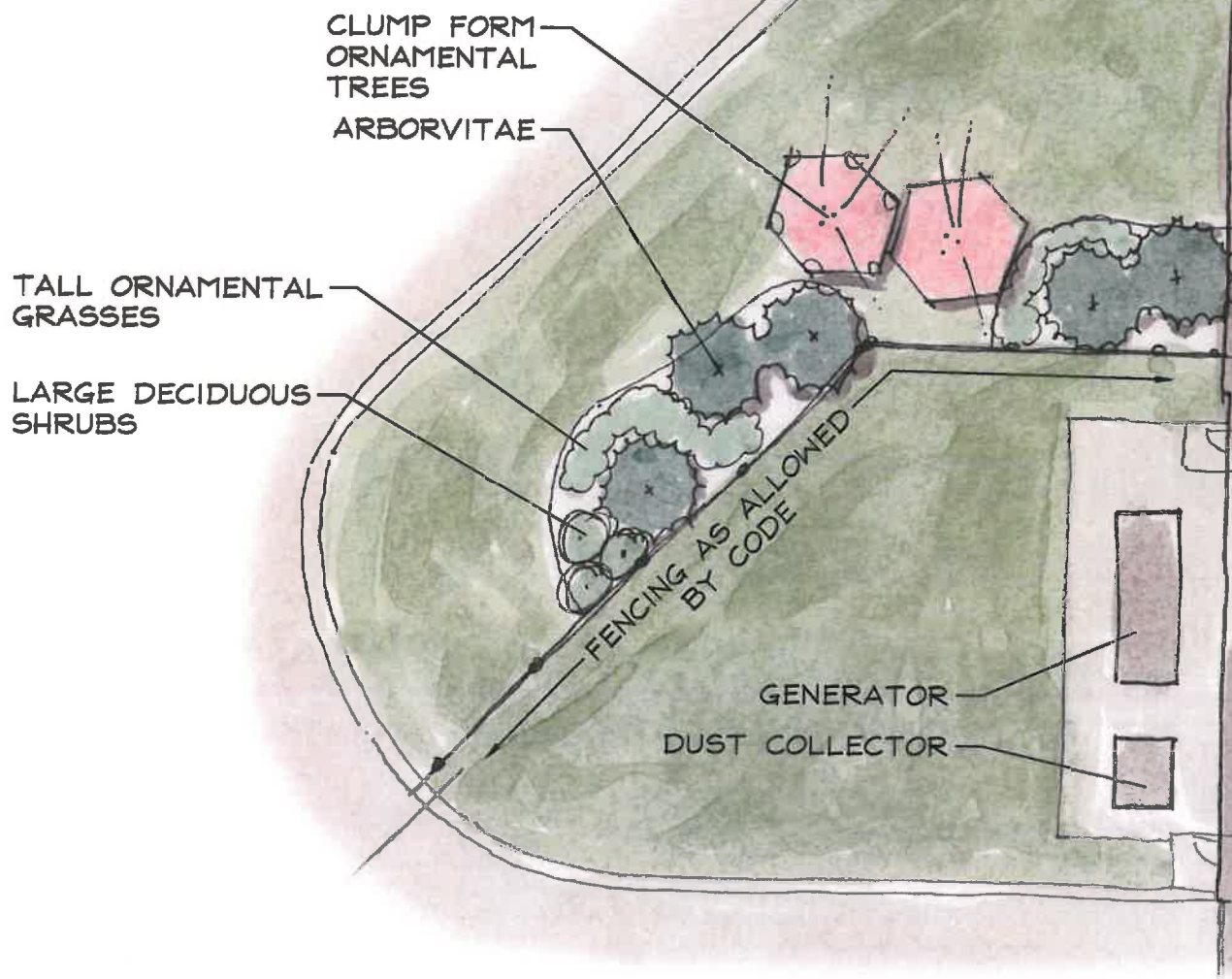
2 2.36.18  
1 2.10.18  
REVISIONS

DATE 3.09.18  
PROJECT NO. OP1879  
DRAWN GFW/BJB  
CHECKED JCT  
SUBMIT NO.



4 OF 4





NOT TO SCALE NORTH

# SCREENING CONCEPT

1100 ORCHARD GATEWAY  
NORTH AURORA, ILLINOIS

3/12/2018



**OPUS**  
THE OPUS GROUP



GARY R. WEBER  
ASSOCIATES, INC.

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## VILLAGE OF NORTH AURORA BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PETITION 18-01: 24 S. LINCOLNWAY – CONDITION REMOVAL REQUEST  
**AGENDA:** 3/19/2018 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 a Drive-Through Facility at 24 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois

### DISCUSSION

On March 5, 2018, the Village Board approved Ordinance #18-03-05-01 granting a special use to allow a Drive-Through Facility at 24 S. Lincolnway. Condition #5 of Ordinance #18-03-05-01 states, *The western property line shall be effectively screened from adjacent residential properties with a wall or solid fence not less than five feet in height.* Staff notes that the final landscape plan did not include the six (6) foot privacy fence as the previous landscape plan did and as a result the installation of fence or wall not less than five feet in height was added by staff as a condition of approval on the final ordinance.

The buffer yard guidelines included in Section 14.10 of the Zoning Ordinance are to be used by the Community Development Director to determine that buffer yards are to be required as a condition of site plan approval, as well as the design of these yards. As the provision is a guideline, not mandatory, the Community Development Director has the discretion to determine the applicable buffer yard requirements. Therefore, a fence is not *required* in this situation.

The petitioner has requested that Condition #5 be removed from Ordinance #18-03-05-01 for the reasons outlined in the attached correspondence. Per the Village Attorney, a Village Board member who voted in favor of the motion (which is everyone) make a motion to reconsider the previous motion. Once the motion to reconsider is made, seconded and approved, then someone can make a motion to approve to amend the previous motion to approve by eliminating the fence requirement, and to approve the special use without the fence condition.

Staff does not have an issue with the removal of Condition #5. Staff concurs that ample screening from adjacent residences is already provided with fencing and the proposed landscaping is the preferred method of screening in this particular situation.

### Attachments:

1. Condition #5 removal request, submitted by the petitioner, dated March 6, 2018.
2. Landscaping Plans, dated February 18, 2018, prepared by Ann Libner Landscape Designs
3. An Ordinance granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow a Drive-Through Facility at 24 S. Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois

**Michael Toth**

---

**From:** Scott Miller [REDACTED]  
**Sent:** Tuesday, March 06, 2018 2:19 PM  
**To:** Michael Toth  
**Subject:** Landscaping / Fence / Barrier - Coffee  
**Attachments:** moka v3 no fence.pdf

Hi, Mike

Attached is a revised landscape plan, same as last one but without the fence - as well as a listing of the plants, qty, and size.

1. The plan calls for 42 plants along with west side - after discussion with our landscaping person (she's really great), she assures me that those plants will give a lot more barrier than a fence.
2. Putting up a fence would actually be cheaper than having landscaping along that side, but here all agree it would look nicer. If we did both, the fence would compete for space with the plants and it would just look cluttered.
3. Because there is already 6' fence along the whole west side of the alley, my opinion is that another fence will just make it look more like a scene from Thriller, having both sides walled.
4. There is, on a regular basis, only really one point where lights from traffic will burden west neighbors, and that's toward the North end of the property when they enter. Most all of the other driving will be north or south bound (or cars resting in line).

I really hope we can go the route of plants vs. fence for these reasons. I'm open to discuss anytime, appreciate your thoughts.

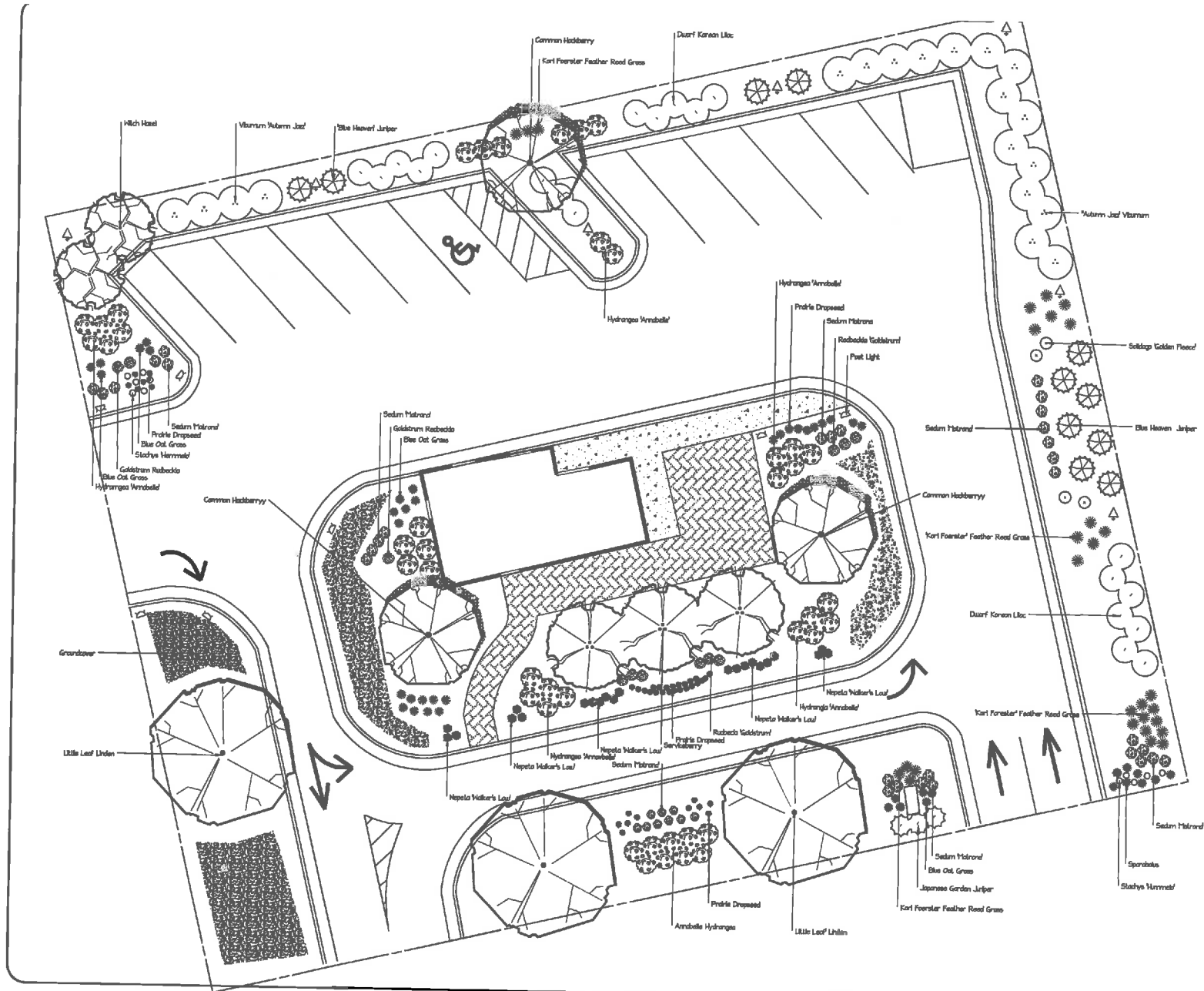
Scott Miller  
[REDACTED]  
[REDACTED] 10 ext. 562

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**Homepage || Margins || Contract Specifications ||**  
**CTA Database || Trading Platforms/Demo Account ||**

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*Note: Futures, Forex and Option trading involves substantial risk, and may not be suitable for everyone. Trading should only be done with true risk capital. Past performance either actual or hypothetical is not necessarily indicative of future results. Foremost Capital Management is a dba of Foremost Trading, LLC. Email sent through the internet is not secure. Email is not private and is subject to review by the Firm, its officers, agents, employees and regulators. Phone calls to and from Foremost Trading, LLC may be recorded.*



Ann Lerner Landscape Designs

847-502-4485



NORTH



MOKA

North Aurora, IL

SCALE 1" = 10'

DATE 2/16

Version 3

Plants along West Property Line				
1	3"	Celtis occidentalis	Common Hackberry	40' x 30'
2	6'	Hamamelis vernalis	Common Witch Hazel	20' x 30'
4	6'	Juniper scopulorum 'Blue Heaven	Juniper 'Blue Heaven'	18' x 5'
11	30"	Viburnum dentatum 'Autumn Jazz'	Viburnum 'Autumn Jazz'	8' x 8'
13	5 Gal.	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	5' x 5'
8	5 Gal.	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	4' x 4'
3	1 Gal.	Calamagrostis 'Karl Foerster'	Karl Foerster' Feather Reed Grass	5'



AMENDED ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 8 OF THE NORTH AURORA ZONING ORDINANCE TO ALLOW A DRIVE-THROUGH FACILITY AT 24 S. LINCOLNWAY IN THE B-3 CENTRAL BUSINESS DISTRICT, VILLAGE OF NORTH AURORA, ILLINOIS**

(Petition #18-01; 24 S. Lincolnway)

WHEREAS, on March 5, 2018, a motion was made and seconded by the Village Board to approve an Ordinance approving the special use to allow a drive-through facility for the property located at 24 S. Lincolnway in the Village of North Aurora (the "Ordinance"); and

WHEREAS, the petitioner had requested the removal of Condition #5 contained the proposed Ordinance pertaining to fencing along the western property line, but it was not expressed at the meeting or considered; and

WHEREAS, a motion was made, seconded and approved at the next subsequent meeting on March 19, 2018, to reconsider the approval of the Ordinance approving the special use to allow a drive-through facility for the property located at 24 S. Lincolnway; and

WHEREAS, a motion was made, seconded and approved to amend the motion to consider the approval of the Ordinance without Condition #5 pertaining to a fence.

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 this Ordinance is limited and restricted to the property located at 24 S. Lincolnway, North Aurora, Illinois and legally described as follows:

THE SOUTH HALF OF LOT 9 AND ALL OF LOTS 10, 11 AND 12 IN BLOCK 2 OF SCHNEIDER'S ADDITION TO NORTH AURORA, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

Parcel Number: 15-04-254-018; (the "Subject Property")

**SECTION 3:** The special use, as provided for in Section 1 of this Ordinance shall be granted subject to compliance with the following conditions:

- 1) All dumpsters located on the subject property shall be enclosed per Section 14.11.A of the Zoning Ordinance.
- 2) The petitioner shall be responsible for completing the necessary platting to establish the subject property as one consolidated lot of record prior to building permit issuance.
- 3) A photometric lighting plan shall be approved prior to building permit issuance to ensure safety.
- 4) All ground-based and rooftop mechanicals shall be screened per Section 12.3.D of the Zoning Ordinance.

**SECTION 4:** 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 5:** 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 \_\_\_\_\_, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

Mark Carroll \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Mark Guethle \_\_\_\_\_

Michael Lowery \_\_\_\_\_

Tao Martinez \_\_\_\_\_

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

Ordinance No. \_\_\_\_\_  
Re: Petition #18-01  
Page 3

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_  
Lori Murray, Village Clerk

# Memorandum



**To:** Steve Bosco, Village Administrator

**From:** David Hansen, Administrative Intern

**Date:** 3-15-18

**Re:** North Aurora Mothers Club Community Parade and After Party

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The North Aurora Mothers Club is seeking a parade permit for their annual North Aurora community parade. The parade will feature North Aurora businesses and clubs with floats from local schools, restaurants and organizations. The parade date and route have changed from last year. This year's parade date will be Sunday, September 23<sup>th</sup> at 3:00 p.m. and will begin at Blessed Sacrament Church at 801 Oak St. and continue east on Oak St. to Cherrytree Ct., then proceed south to State St., continue west on State St. to Sycamore Lane, then proceed south on Sycamore Lane, and continue west on Princeton Drive to Goodwin Elementary. There will be a parade after-party at Goodwin Park sponsored by the North Aurora Mothers Club.

Attached is a special events permit along with the map of the community parade route. The Mother's Club hasn't submitted the necessary certificate of insurance yet, however once the Village receives it, official approval will be granted by the Village Attorney.



25 East State Street, North Aurora, IL 60542  
P: 630.897.8228 F: 630.897.8258  
www.northaurora.org

## SPECIAL EVENT PERMIT APPLICATION

**THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED ONE WEEK PRIOR TO THE NEXT SCHEDULED VILLAGE BOARD MEETING TO THE ATTENTION OF THE VILLAGE ADMINISTRATOR**

**Please note:** Block Parties require a separate Block Party Permit be obtained through the North Aurora Police Department. Parades or carnivals require a separate permit be obtained through the Village Administrator's office

Application Date: 3/15/18

Name of Event: NAMC Annual Community Parade & After Party

Type of Event: ☐ Festival ☐ Grand Opening ☐ Backyard Party ☒ Other

Location of Event: Oak Street ending with an after party at Gardwin Park

Date(s) of Event: 4/23/18 Hours of Event: 3 to 5:30

Event / Organization Website (if applicable): namothersclub.org

Purpose of the event: A community Parade to celebrate how much we love our city.

Name of sponsoring organization (if applicable): North Aurora Mothers Club  
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☒ No ☐

Contact person: Julie Popplewell

Contact person address: 343 Wildwood Drive

City: North Aurora State: IL Zip: 60542

Home Phone: [REDACTED] Cell Phone: [REDACTED] E-mail: [REDACTED]

Organization address: PO Box 57

City: North Aurora State: IL Zip: 60542 Phone: [REDACTED]

Will you be using speakers and/or sound equipment at your event? ☒ YES ☐ NO

If yes, you must adhere to the Village of North Aurora Noise Ordinance (the North Aurora Noise Ordinance, Title 8, Chapter 8.2 of the Municipal Code is available on-line at [www.vil.north-aurora.il.us](http://www.vil.north-aurora.il.us))

Will alcohol be sold at your event? ☐ YES ☒ NO



25 East State Street, North Aurora, IL 60542  
P: 630.897.8228 F: 630.897.8258  
[www.northaurora.org](http://www.northaurora.org)

*If yes, you must submit a completed Special Event Liquor License Application prior to the event for approval. Please contact the Village Administrator for details on obtaining a Special Events Liquor License.*

Will you serve food at your event? ☒ YES ☐ NO

*If yes, Kane County Health Dept. requirements must be met. Kane County Health Dept. 1240 N Highland Ave, Aurora, IL 60506 - (630) 208-3801 [www.kanehealth.com](http://www.kanehealth.com)*

Does your event include the use of a tent or an inflatable device over 400 square feet? ☐ YES ☒ NO *\* We will have a couple of inflatable bounce houses at After party.*

*If yes, approval from the North Aurora Fire Protection District may be required for non-residential events North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <http://www.nafid.org>*

Upon submitting a completed and signed application along with all required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved. **Please do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.

**Submit All COMPLETED Applications to:**

Village of North Aurora  
Attn: Steve Bosco, Village Administrator  
25 E. State St.  
North Aurora, IL 60542  
Phone: (630) 897-8228, ext. 233  
Fax: (630) 897-8258  
[sbosco@vil.north-aurora.il.us](mailto:sbosco@vil.north-aurora.il.us)

The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.

Dated this 15<sup>th</sup> day of March, 2018

Julie Popplewell  
Signature of Organizer / Applicant



25 East State Street, North Aurora, IL 60542  
P: 630.897.8228 F: 630.897.8258  
www.northaurora.org

### HOLD HARMLESS RELEASE

The Village of North Aurora is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions, ordinances, village codes and requirements.

The applicant agrees that it will indemnify, hold harmless and defend the Village of North Aurora, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney fees, arising from or in any way related to the organizer's event.

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the Village of North Aurora of any changes in the application at least 10 days prior to the event. I agree to the terms and conditions listed above.

Julie Poppewell  
Name of Organizer / Applicant (please print)

Julie Poppewell  
Signature of Organizer / Applicant

3/15/18  
Date



# Community Parade Route

