



COMMITTEE OF THE WHOLE MEETING
MONDAY, MARCH 4, 2019
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. Riverfront Park Plaza Concept Design
2. Annexation of Lippold Park
3. Town Center Economic Incentive Agreement

EXECUTIVE SESSION

ADJOURN

Initials SB

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: NORTH AURORA RIVERFRONT PARK PLAZA
AGENDA: 3/4/2019 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

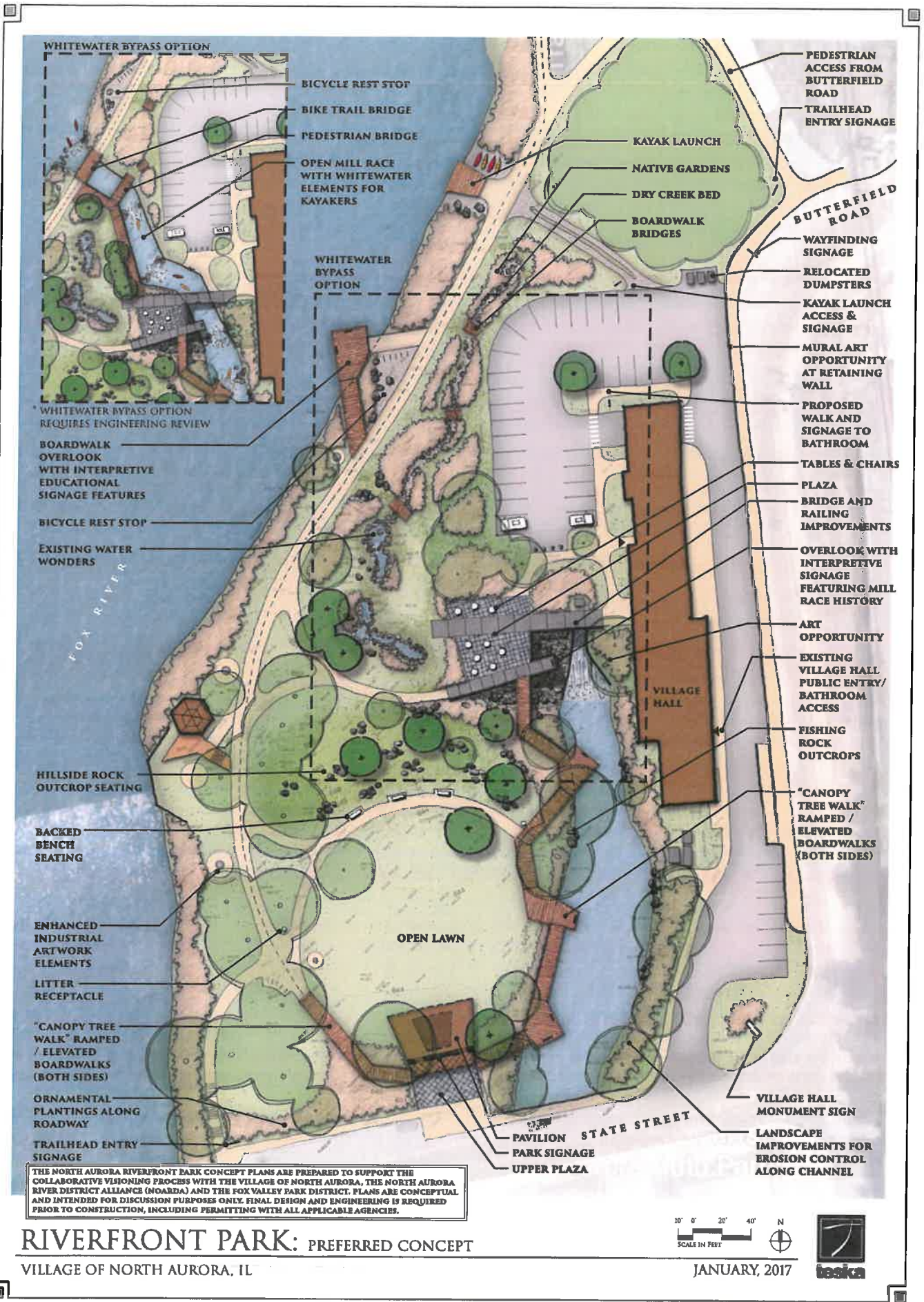
The Village acquired Riverfront Park in 2016 from the Fox Valley Park District. Later in 2017, the Riverfront Park Landscape Master Plan was completed by in-house planning consultants Teska Associates, Inc. The plan includes options such as creating a public seating/viewing plaza, entertainment pavilion, boardwalk, pathways, public art improvements, hillside seating and upgrades to the Water Wonders feature currently in the park.

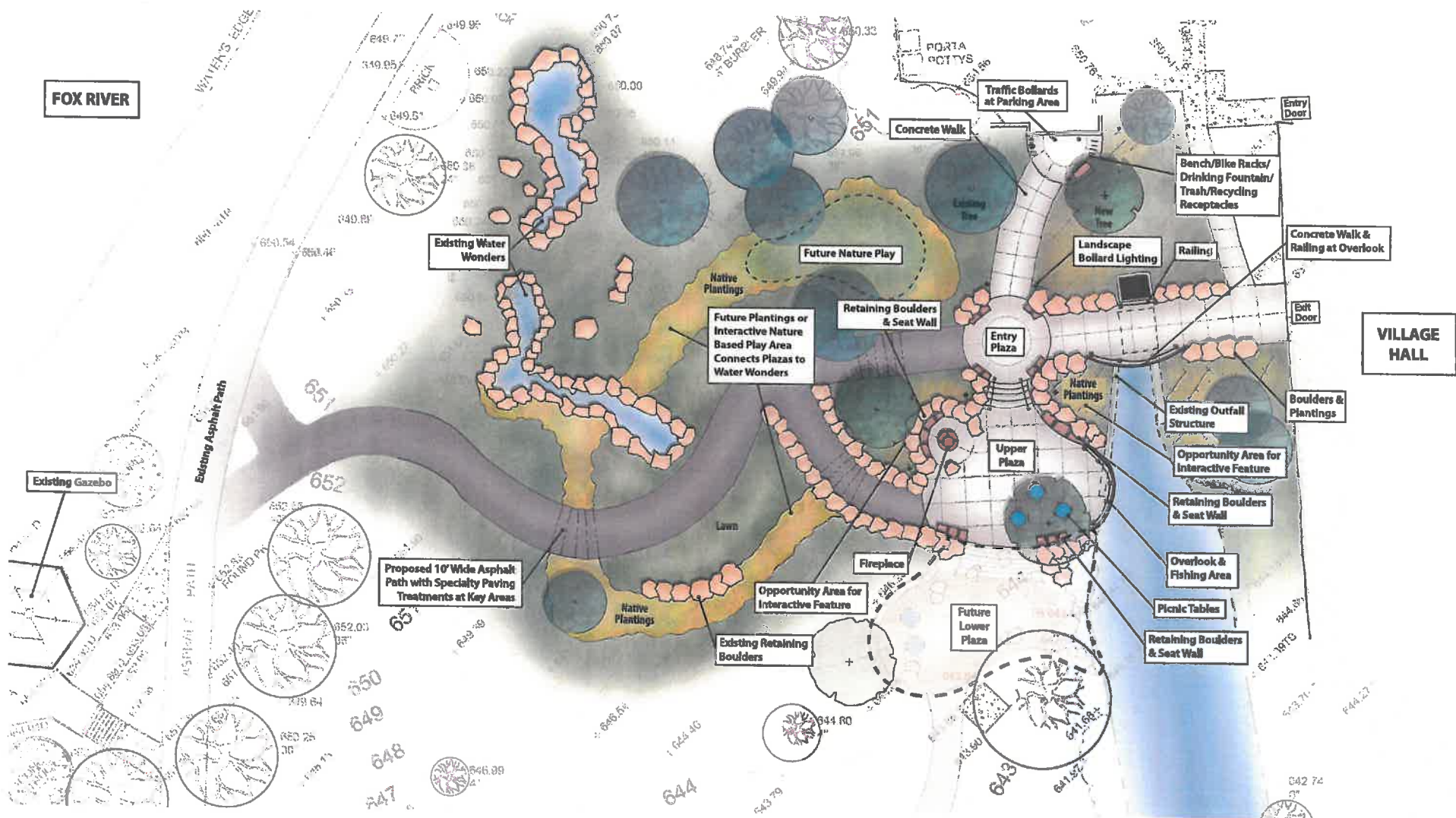
In order to facilitate implementation of the Riverfront Park Landscape Master Plan, the various elements of the project have been included in the Long-Term Capital Improvement Program. To initiate park development, the north plaza and park entry design have been included in the '18-'19 phase. \$175,000 has been allocated towards the construction of said plan component and \$25,000 for the design. On July 16, 2018, the Village Board approved an agreement with Teska Associates, Inc. to proceed with design in order to initiate the Riverfront Park north plaza and park entry improvements.

Staff has since been working closely with Teska and members of the North Aurora River District Alliance on the north plaza and park entry design. What began as a flat/rigid concept on the original park plan; the plaza has morphed into a space that's mindful of the natural site features with fluid lines meandering through the park connecting various nodes and comfort features. The Lions Club also participated in one of the planning discussions specifically to designate a portion of the park for an interactive sensory play area. This area is labeled 'future nature play' on the concept plan.

The first draft design included two layers of decking – an upper and lower plaza, both of which align the western bank of the spillway. Upon further investigation of the spillway bridge, it was highly recommended that the spillway deck be replaced as staff believes that the deteriorated status would not only detract from the aesthetic value of the plaza, but it also creates a safety hazard. Staff notes that the spillway railing is also unsafe due to the railing gaps. Staff hired WBK Engineering to evaluate the spillway bridge status. A copy of the report has been attached. In order to remain conscious of the project's budget, the lower plaza has been removed from the plan, but could be added as an alternate bid in the construction budget or constructed later in the future.

With removal of the lower plaza, bridge replacement (on existing substructure) and addition of various site amenities; a conservative cost estimate of the plaza would be roughly \$375,000. Staff notes that certain elements of the plan could be wrapped into other capital improvement programs and grant opportunities would be solicited. Staff is now soliciting feedback from the Village Board on the Riverfront Park Plaza concept plan.





Riverfront Park Plaza - Concept Plan

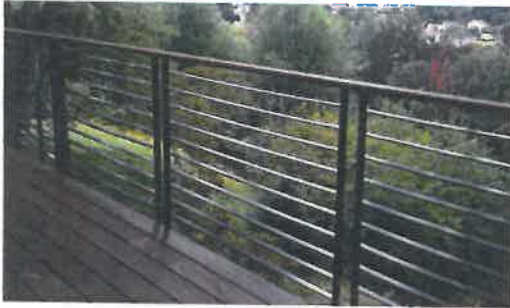
North Aurora, IL



February, 2019



Railings



Fishing Rod Holder



Interpretive Signs



Tables and Chairs



Stone Fire Pit



Stone Seat Walls



Concrete Paving



Boulders, Outcroppings and Stairs



Riverfront Park Plaza - Products and Materials

North Aurora, IL

February, 2019



North Aurora Riverfront Park Plaza



Prepared by Teska Associates

Date: 02/20/2019

BASE CONTRACT - ENTRY PLAZA AND UPPER PLAZA

Item	Quantity	Unit	Unit Price	Total
SITE PREPARATION				
General Conditions	1	LSUM	\$ 12,000.00	\$ 12,000
Site Mobilization	1	LSUM	\$ 8,000.00	\$ 8,000
Earthwork & Grading	100	CU. YD	\$ 125.00	\$ 12,500
Soil Fill (total needed(85)- cut amount reused(35))	25	CU. YD	\$ 70.00	\$ 1,750
Site Prep Total				\$ 34,250
HARDSCAPE				
Concrete Plazas (5" dp. Broom finish, tooled joints, 4" subgrade)	1,340	SQ. FT	\$ 15.00	\$ 20,100
Concrete Stairs	2	CU. YD	\$ 650.00	\$ 1,300
Concrete Walk (5" dp. Broom finish, tooled joints, 4" subgrade)	285	SQ. FT	\$ 15.00	\$ 4,275
Decorative Aluminum Railing at Stairs, 42" ht.	15	LF	\$ 45.00	\$ 675
Seating Boulders (30" ht x 36" wd.)	24	EACH	\$ 1,500.00	\$ 36,000
Outcropping Boulders (2-3' dia. X 6-8" ht.)	75	EACH	\$ 300.00	\$ 22,500
Hardscape Total				\$ 84,850
SITE FURNISHINGS				
Decorative Aluminum Railing, 42" ht.	21	LF	\$ 45.00	\$ 945
Fishing Rod Holder mounted to railing	3	EACH	\$ 250.00	\$ 750
Bollard Lighting, Planting Areas, (including wiring and conduit)	6	EACH	\$ 2,500.00	\$ 15,000
Traffic Bollard	2	EACH	\$ 1,500.00	\$ 3,000
Trash Receptacles	1	EACH	\$ 1,200.00	\$ 1,200
Recycling Receptacles	1	EACH	\$ 1,200.00	\$ 1,200
Drinking Fountain, (including utility work and plumbing)	1	EACH	\$ 25,000.00	\$ 25,000
Bike Racks	4	EACH	\$ 400.00	\$ 1,600
Bench	1	EACH	\$ 2,000.00	\$ 2,000
Stone Fire Pit	1	LS	\$ 4,500.00	\$ 4,500
Site Furnishings Total				\$ 55,195
PLANTINGS				
Deciduous Tree, 3" cal.	3	EACH	\$ 750.00	\$ 2,250
Perennial plantings, 1 gal.	565	EACH	\$ 14.00	\$ 7,910
Topsoil, (plantings-6"dp. + lawn restoration-3" dp.)	33	CU. YD	\$ 65.00	\$ 2,145
Mulch (plantings)	10	CU. YD	\$ 65.00	\$ 650
Seeded Lawn Restoration	1445	SQ. FT	\$ 4.00	\$ 5,780
Plantings Total				\$ 18,735
			Subtotal	\$ 199,030
			Contingency	\$ 19,303
			Total	\$ 212,333

ITEMS TO BE COMPLETED BY THE VILLAGE

Item	Quantity	Unit	Unit Price	Total
Tree Removal	2	EACH	\$ 1,000.00	\$ 2,000
Asphalt Path	2550	SQ. FT	\$ 8.00	\$ 20,400
Tables and Chairs	5	EACH	\$ 4,000.00	\$ 20,000
Interpretive Signage	1	EACH	\$ 1,500.00	\$ 1,500
			Subtotal	\$ 43,900
			Contingency	\$ 4,390
			Total	\$ 48,290

ADDITIONAL BRIDGE ITEMS

Item	Quantity	Unit	Unit Price	Total
General Condition, Site Prep and Bridge Removal Per Engineering Costs.				
HARDSCAPE				
Concrete Walk (5" dp. Broom finish, tooled joints)	2000	SQ. FT	\$ 15.00	\$ 30,000
Decorative Aluminum Railing at Stairs, 42" ht.	30	LF	\$ 45.00	\$ 1,350
Outcropping Boulders (2-3' dia. X 6-8" ht.)	20	EACH	\$ 300.00	\$ 6,000
Hardscape Total				\$ 37,350
			Subtotal	\$ 37,350
			Contingency	\$ 3,735
			Total	\$ 41,085

NOTES:

1. The following items are not included in the base contract budget above and are to be addressed by the Village: spillway bridge structural evaluation and repair; tree removals; asphalt pathway construction; site furnishings and wayfinding/interpretive signage.
2. Costs are provided for budgeting purposes only and do not represent actual construction bidding.
3. Quantity takeoffs are derived from the North Aurora Riverfront Park Plaza Concept, dated February 20, 2019. The Concept Plan is developed to a conceptual level of design and is based on a topographical survey and field observations.
4. Costs are based on a General Contractor project delivery method. Unit costs shown are from past experience on similar projects. Actual costs will vary based on economic conditions and other factors at the time of bidding.
5. Unforeseen conditions such as utility relocations and adjustments, other than those indicated above, are not accounted for in the budget costs provided.



Date: 02/20/2019

Item	Quantity	Unit	Unit Price	Total
SITE PREPARATION				
General Conditions	1	LSUM	\$ 12,000.00	\$ 12,000
Site Mobilization	1	LSUM	\$ 8,000.00	\$ 8,000
Earthwork & Grading	100	CU. YD	\$ 125.00	\$ 12,500
Soil Fill (total needed(85)- cut amount reused(35)	25	CU. YD	\$ 70.00	\$ 1,750
Site Prep Total				\$ 34,250
HARDSCAPE				
Concrete Plaza (5" dp. Broom finish, tooled joints, 4" subgrade)	870	SQ. FT	\$ 15.00	\$ 13,050
Concrete Stairs	4	CU. YD	\$ 650.00	\$ 2,600
Decorative Aluminum Railing at Stairs, 42" ht.	20	LF	\$ 45.00	\$ 900
Stone Veneer Seat Wall and Coping, +/- 18"	40	LF	\$ 800.00	\$ 32,000
Seating Boulders (30" ht x 36" wd.)	6	EACH	\$ 1,500.00	\$ 9,000
Outcropping Boulders (2-3' dia. X 6-8" ht.)	25	EACH	\$ 300.00	\$ 7,500
Rip Rap (4-9" dia.)	5	TON	\$ 300.00	\$ 1,500
Hardscape Total				\$ 66,550
SITE FURNISHINGS				
Bollard Lighting, Planting Areas, (including wiring and conduit)	5	EACH	\$ 2,500.00	\$ 12,500
Site Furnishings Total				\$ 12,500
PLANTINGS				
Deciduous Tree, 3" cal.	1	EACH	\$ 750.00	\$ 750
Topsoil, (lawn restoration-3" dp.)	3	CU. YD	\$ 65.00	\$ 195
Seeded Lawn Restoration	600	SQ. FT	\$ 4.00	\$ 2,400
Plantings Total				\$ 3,345
			Subtotal	\$ 116,645
			Contingency	\$ 11,665
			Total	\$ 128,310

1. The following items are not included in the base contract budget above and are to be addressed by the Village: spillway bridge structural evaluation and repair; tree removals; asphalt pathway construction; site furnishings and wayfinding/interpretive signage.
2. Costs are provided for budgeting purposes only and do not represent actual construction bidding.
3. Quantity takeoffs are derived from the North Aurora Riverfront Park Plaza Concept, dated February 20, 2019. The Concept Plan is developed to a conceptual level of design and is based on a topographical survey and field observations.
4. Costs are based on a General Contractor project delivery method. Unit costs shown are from past experience on similar projects. Actual costs will vary based on economic conditions and other factors at the time of bidding.
5. Unforeseen conditions such as utility relocations and adjustments, other than those indicated above, are not accounted for in the budget costs provided.



ENGINEERS | SCIENTISTS | PLANNERS | MEDIATING THE BUILT AND NATURAL ENVIRONMENTS

MILL RACE PEDESTRIAN BRIDGE STUDY

11.20.18

PREPARED FOR:

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

WBK Project No. 18-0246



WBK Engineering, LLC
WBKEngineering.com



St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.443.7755

Aurora Office
8 East Galena Boulevard, Suite 402
Aurora, IL 60506
630.701.2245

Project Overview

As part of the Riverfront Park Plaza development, the Village has long range and high level plans to further develop the area immediately adjacent to the Village Hall as a passive and active recreational amenity, taking advantage of the proximity to the river and the historic existing infrastructure associated with the dam. These plans include modifications of the area in the vicinity of the outlet of the intake to the open channel mill race. Previous work has stabilized the toe of slope of the millrace channel, and there is a flow control sluice gate at the pipe outlet. Understanding the current condition of the existing structure is vital in determining the direction of development plans, and therefore WBK has been consulted by the Village to conduct a structural inspection of the existing bridge and its supporting piers, to provide rehabilitation/replacement options and concept level cost estimates.

Existing Structure

Dating back to the early 1900s, the site in which the Mill Race Pedestrian Bridge and Village Hall resides on was once a very active mill for the community. Part of its history remains as the pedestrian slab bridge was constructed on top of the existing mill substructure. The existing bridge structure is a $\pm 40'$ long, 14' out-to-out, 7" thick concrete slab acting as a pedestrian bridge/walkway with steel pipe handrail and concrete monuments. As previously mentioned, the pedestrian bridge is supported on the existing mill substructure, however, for the purpose of this report, the substructure supports will be categorized as bridge abutments (end supports) and piers (middle supports). Due to the sheer size and age of the substructure, it is assumed that these concrete elements contain no reinforcing steel. A 54" reinforced concrete pipe (RCP) culvert outlets water from the Fox River into a 6'x8' vertical flow control structure located on the north side of the bridge. The flow control structure contains a sluice gate and operating valve that controls flow through the spillway structure. The operating valve is attached to the top of the structure via connection assembly with four (4) anchor bolts and the sluice gate appears to be attached at the bottom via two (2) large support pins that extend through the sidewall. Two large spillway walls (center bridge piers) direct flows past the flow control structure, underneath the bridge and into the mill race channel.

Inspection Findings

The bridge structure, abutments, supporting piers and spillway walls were visually inspected for cracks, spalls, delaminations, efflorescence, exposed reinforcement, settlement, scour and general areas of deterioration. Sounding of the concrete was performed using a hammer in order to detect delaminations in the concrete. The flow control structure protective grating was opened to allow for a visual inspection of the inside per the above means and methods, however, the sluice gate was not operated due to previous concerns of its operating ability. Additionally, due to extreme flows, the 54" RCP culvert was not inspected as well as concrete elements directly in the flow path. For safety reasons, a hands on inspection of the substructure "backwalls" was not performed, however, they were visually inspected and documented.

Superstructure

Deck

The pedestrian bridge concrete slab is in poor condition with significant deterioration throughout. Due to the lack of existing plans, concrete and reinforcement layout is unknown. The deck exhibited typical map cracking across its surface with a large longitudinal crack along the center of deck, approximately $\frac{1}{2}$ " wide with various spalls throughout with vegetation and moss (Photos 7-8). Delamination testing via sounding with a hammer displayed "hollow" sounds along the entire length of crack indicating delaminated and deteriorated concrete. The underside of deck exhibited highly visible cracks with efflorescence and discoloration in various locations. The southeast fascia/deck underside near the east abutment exhibits advanced deterioration (Photo 14) with concrete spalls and cracks equal to or greater than $\frac{1}{4}$ ".

Curbs & Railing

The north curb exhibits significant deterioration with severe cracking and delamination throughout with spalls on up to 50% of the surface areas (Photos 5-6). A 16"x6"x16" deep scour hole was found along the north fascia. The south curb is uplifting from the deck slab with minor deterioration throughout (Photo 4). Concrete

monuments are in good condition with minimal cracking. A spall was noted on the southeast portion of curb at one of the railing posts (Photo 3). The railings were found to be sturdy, however, they exhibit typical weathering throughout, chipped paint, rust and mossy vegetation.

Substructure

The substructure and its elements are in overall fair to poor condition with multiple deficiencies noted throughout. The piers and abutments contain typical cracking across each face, with large cracks up to ½" wide (Photos 15-16). Efflorescence and discoloration was noted on several portions of the substructure units, including backwalls. The existing ground line slopes downward toward the backwall in each span and therefore, typical undermining was observed, exposing the bottom of the backwall concrete.

Two extended spillway walls act as center piers for the existing slab bridge. The east spillway wall exhibits advanced deterioration at its southern end with cracked, delaminated and spalled concrete. Multiple horizontal open cracks on the west spillway wall extend full length to the flow control structure. Due to concrete discoloration, spalls, crack lengths and widths, it appears that deterioration is advanced in the backwall and west spillway wall (both near the flow control structure), however, the extent of deterioration cannot be discussed in detail as these areas were limited to visual inspection of approximately 15-20 feet away and through magnified photographs (Photos 17-20).

Flow Control Structure

The flow control structure and its elements are in overall satisfactory to fair condition. The 6'x8' vertical concrete structure exhibits significant deterioration surrounding the sluice gate operating valve connection along the south wall, extending approximately two feet (2) down from the top of wall. Map cracking, efflorescence, delamination and concrete spalls were all observed around this location, indicating the wall is overstressed at the connection point (Photos 9-12).

It is understood the Village attempted to operate the gate at a previous date, however, the support pins began to bend and operations ceased. The bent support pins were confirmed during inspection. The remaining walls inside the flow control structure remain in good condition with minimal cracking. Lastly, large tree debris was observed at the bottom of the structure.

Conclusion and Recommendations

Based on the findings of the September 27th inspection, WBK recommends the following maintenance, rehabilitation and evaluation items be completed:

Pedestrian Bridge and Substructure Units

- It is recommended that access for all vehicles and other potential live-load or dead-load surcharges (maintenance vehicles, construction equipment, material stockpiling, etc) be strictly prohibited from the bridge.
- Pending structural repairs, the existing substructure units may be adequate to support a new superstructure, however, with limited conditions. See *Proposed Bridge Concepts* for additional information.
- Add fill between each substructure unit (except center piers) to eliminate the back pitch of sheet flow to prevent undermining of the backwalls.
- Perform an in-depth inspection of the main spillway walls (center piers) with an emphasis on the areas underneath the bridge and directly adjacent to the flow control structure under no flow conditions in order to accurately document deficiencies and make recommendations accordingly.

Sluice Gate and Flow Control Structure

- Evaluate the integrity of the existing sluice gate along with its current and desired functionality (i.e. is there a need for it to be lowered and raised? If so, does it need to be repaired as it is non-operational at the moment? Can the sluice gate be eliminated?)
- The sluice gate valve connection near the top of the flow control structure is in poor condition due to the condition of the surrounding concrete. It is recommended to remove and replace the upper two feet of concrete along the southern wall.
- Conceptually, the sluice gate should be supported completely by the lower supports, however, it appears that the operating valve connection is taking on lateral loads it was not intended to see, and therefore causing the concrete deterioration as noted above. Should the operating valve be deemed necessary, it is recommended to re-evaluate how it is connected to the structure. Instead of being connected to the sidewall of the flow control structure, if possible, it would be beneficial to attach it via a beam that is supported by two sidewalls, essentially transferring any lateral loading the wall currently receives to a vertical load spread across two walls, requiring modifications to the existing sluice gate.
- Remove tree debris at bottom of structure
- Perform an in-depth inspection of the flow control structure under no flow conditions in order to accurately document deficiencies and make recommendations accordingly.

Proposed Bridge Concepts

As part of the pedestrian bridge study, three (3) concepts were investigated:

- Concept 1: Rehabilitation of the Existing Structure
- Concept 2: Bridge Replacement on Existing Substructure Units
- Concept 3: Complete Removal with At-Grade Walkway

It should be noted that any type of simple span structure including a prefabricated steel truss pedestrian bridge would require new substructure units. With that said, it was determined that removal and replacement of the existing substructure units were not within the budgetary constraints of the project and therefore full replacement options were not investigated further.

Concept 1: Rehabilitation of the Existing Structure

As previously discussed in *Inspection Findings*, the pedestrian bridge concrete slab is in poor condition with significant deterioration throughout. Due to its age and noted deficiencies, the concrete slab is beyond repair and should not be incorporated into any proposed concepts. Pending structural repairs, the existing substructure units may be adequate to remain in place to support a new superstructure.

Concept 2: Bridge Replacement on Existing Substructure Units

According to the IDOT Bridge Condition and Procedure Manual, load capacity of an existing substructure and foundation elements may be assumed to be adequate for reuse without a detailed structural analysis when:

- The substructure elements are in good condition (NBIS Condition Rating of 6 or greater) and show no significant structural distress under existing live load.
- The proposed service dead load is not greater than 115% of the original design service dead load at the top of the substructure element (top of bearing seat).
- There is no significant reconfiguration of loads (i.e. changes to bearing locations or substructure fixities).

Due to the lack of existing plans to understand reinforcement (if any) sizes, layouts, design stresses, subsurface elements that are not visible, etc., a detailed structural analysis cannot be performed for the existing substructure. In order to prolong further deterioration, extensive structural repairs would be necessary, including Structural Repair of Concrete for deteriorated concrete areas and Epoxy Crack Injection for all cracks great than 1/8" wide. A secondary, in-depth inspection would be required to: a) Inspect areas not accessible due to hazardous flow

conditions and to b) provide a detailed deficiency sketch of the substructure, indicating the location, size and type of each deficiency in order to prepare rehabilitation plans.

Any superstructure replacement option that deviates from existing dimensions and configurations (slab thicknesses, bridge widths, substantial railings, additional reinforcement, etc) or eliminating the use of a supporting pier mid-span would most likely increase service loads by 115%. Therefore, WBK concludes that any superstructure replacement is limited to replacing the existing deck in kind with a reinforced concrete slab bearing on most/all existing substructure units. The western-most span may be eliminated by adding fill and re-grading the area along the west approach/behind the west spillway wall.

In order to alleviate stress on the main spillway walls (center piers), it would be ideal to remove the tops full length to a depth where the bridge slab spans over both piers without bearing on the tops, however, as noted above, removing any bearing piers would significantly increase the service dead loads on the adjacent piers by more than 115%, deeming this recommendation not feasible.

Lastly, a new bridge structure is estimated to have a minimum 75 year design life, however, any type of superstructure replacement that utilizes the existing mill foundation supports will have a life expectancy limited to that of the existing foundation, which, even after structural repairs, would be significantly less and would most likely require maintenance on a routine basis.

Concept 3: Complete Removal with At-Grade Walkway

As a cost-effective solution, the Village may elect to completely remove the concrete bridge deck and construct an at-grade walkway that wraps around the outlet/concrete flow control structure to the north. In order to maintain the historical importance and incorporate the outlet structure, it would be recommended to place a safe, yet decorative pedestrian railing around the structure to allow pedestrians to view the outlet and the strong flows associated with it. This option would require additional fill and site grading to accommodate the sidewalk adjacent to the outlet structure. All remaining substructure concrete shall be removed a minimum 1' below grade.

Cost Comparison

A structural cost was developed to compare the options for each wall concept. These preliminary estimates are not a comprehensive listing of all costs associated with the overall project, but compare the items that vary between concepts. These concepts exclude site grading.

Concept 1: Rehabilitation of the Existing Structure:

Not Applicable due to condition of existing structure.

Concept 2: Bridge Replacement on Existing Substructure Units:

Concept 2 - Bridge Replacement on Existing Substructure (Slab Bridge)					
Pay Item #	Item	Unit	Total Qty	Unit Cost	Total Cost
50102400	CONCRETE REMOVAL	CU YD	22	\$500.00	\$11,200.00
50300255	CONCRETE SUPERSTRUCTURES	CU YD	15.1	\$1,500.00	\$22,650.00
59000200	EPOXY CRACK INJECTION	FOOT	300	\$50.00	\$15,000.00
X5091725	BICYCLE RAILING, SPECIAL	FOOT	31	\$250.00	\$7,795.00
Z0012754	STRUCTURAL REPAIR OF CONCRETE (DEPTH EQUAL TO OR LESS THAN 5 INCHES)	SQ FT	100	\$145.00	\$14,500.00
Z0012755	STRUCTURAL REPAIR OF CONCRETE (DEPTH GREATER THAN 5 INCHES)	SQ FT	10	\$270.00	\$2,700.00
Contingency (20%)					\$12,529.00
TOTAL					\$75,174.00

Concept 3: Complete Removal with At-Grade Walkway

Concept C - Complete Removal with At-Grade Walkway					
Pay Item #	Item	Unit	Total Qty	Unit Cost	Total Cost
50102400	CONCRETE REMOVAL	CU YD	22	\$500.00	\$11,200.00
42400300	PCC SIDEWALK 6 INCH	SQ FT	617	\$8.00	\$4,936.00
X5091725	BICYCLE RAILING, SPECIAL	FOOT	32	\$250.00	\$8,000.00
Contingency (20%)					\$2,587.20
TOTAL					\$26,963.20

PHOTO LOG



1. Looking west



2. Typical concrete monument and steel railing



3. Spall in curb at railing post



4. Typical curb uplift from deck



5. Typical deterioration of north curb



6. Typical deterioration of north curb



7. Typical map cracking and longitudinal crack in deck



8. Deterioration of deck at longitudinal crack



9. Flow control structure



10. Sluice gate



11. Deterioration of south wall at operating
valve connection



12. Deterioration of south wall at operating
valve connection



13. Elevation view looking north



14. Significant deterioration of deck at southeast fascia



15. Typical cracking with efflorescence in substructure units and deck underside



16. Typical cracks, spalls and delaminated concrete in piers



17. Underside of deck at main span over spillway



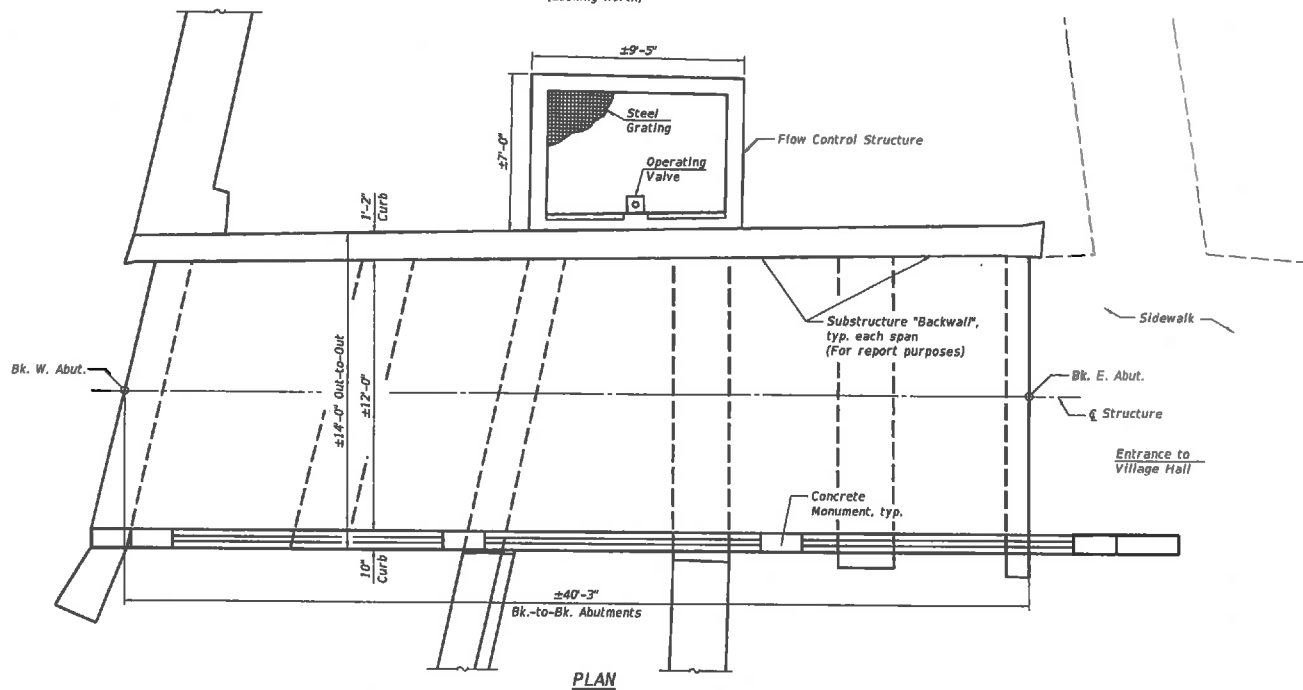
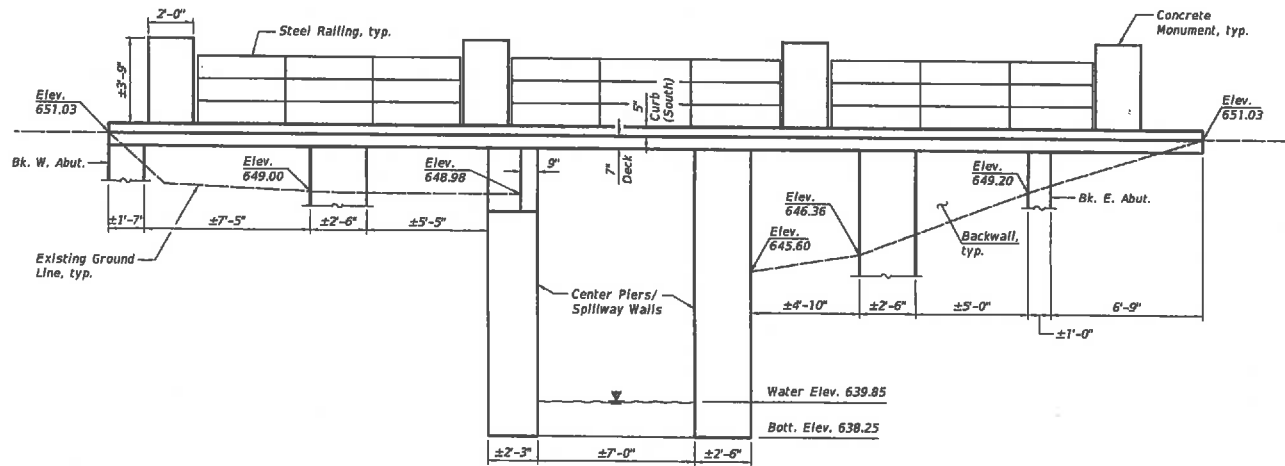
18. Discoloration and advanced deterioration of backwall
at flow control structure



19. Showing deterioration of east spillway wall



20. Showing deterioration of west spillway wall



TITLE: MILL RACE
PEDESTRIAN BRIDGE STUDY
EXISTING CONDITIONS

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

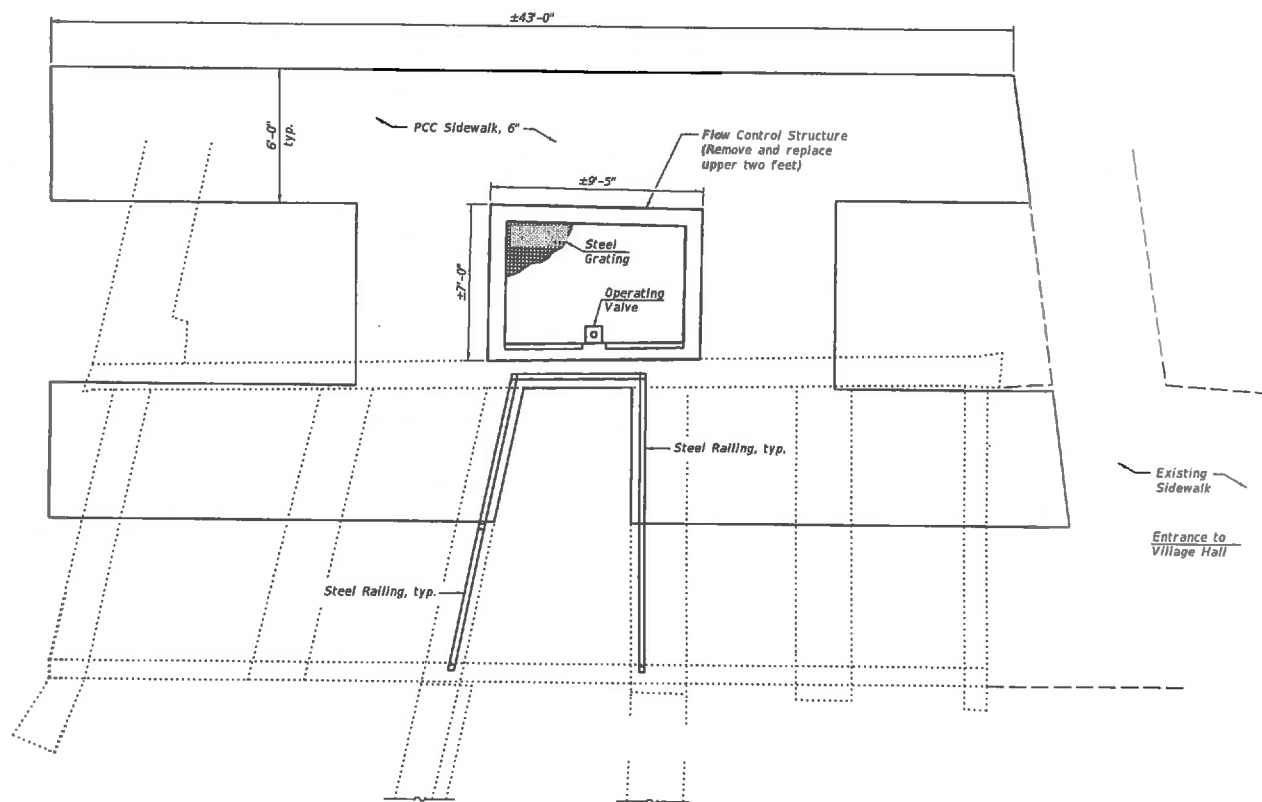
CLIENT: VILLAGE OF NORTH AURORA
25 EAST STATE STREET
NORTH AURORA, IL 60542

WBK engineering
WBK ENGINEERING, LLC
115 WEST MAIN STREET, SUITE 201
NORTH AURORA, IL 60542
(815) 443-7255

PROJECT NO. 18-0248
DATE: 03/20/21
DRAWING NO. WEC1
SHEET

2 OF 3

PLOT DATE = 11/14/2003
 USER NAME = jwallier
 FILE NAME = G:\projects\



PLAN

Note:
Sidewalk layout and geometry is established for cost estimate purposes only. Actual layout to be determined.

WBK engineering WBE ENGINEERING, LLC 116 WEST MAIN STREET, SUITE 303 ST. CHARLES, ILLINOIS 60274 (800) 443-7755		CLIENT : VILLAGE OF NORTH AURORA 25 EAST STATE STREET NORTH AURORA, IL 60062	TITLE: MILL RACE PEDESTRIAN BRIDGE STUDY
PROJECT NO. 18-0248 DATE: 5/24/16 DRAWING NO. 03 SHEET		DESGN. _____ APPR. _____ CHECKED _____ JWP	SCALE: _____ DATE OF PREPARED: _____

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: LIPPOLD PARK ANNEXATION
AGENDA: 3/4/2019 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

Lippold Park is owned and operated by the Fox Valley Park District. It is located in unincorporated Kane County on the east bank of the Fox River, north of Red Oak Nature Center and directly west of IL Route 25. As the Boundary Line Agreement between North Aurora and Batavia does not address territory east of Randall Road, staff has discussed the annexation of Lippold Park with City of Batavia staff who do not have any issues with Lippold Park being located in North Aurora.

The Park District would prefer that Lippold Park be located within the corporate limits of the Village of North Aurora in order to be located within the common boundary of a community they serve. Also, the Village's Municipal Code allows the consumption of alcohol in parks during special events. On February 11, 2019, the Fox Valley Park District Board of Commissioners approved a resolution to annex Lippold Park (and adjacent islands) into the Village of North Aurora. On February 13, 2019, staff received a written request from the Park District to annex the 43-acre Lippold Park into the Village of North Aurora.

Per Chapter 6.3 of the Zoning Ordinance, any territory annexed into the Village of North Aurora shall automatically, upon annexation, be classified in the E-R Estate Rural Residence District. Such land shall be subject to the requirements of this E-R District, unless otherwise provided for in the annexation agreement or until such territory is rezoned. Staff notes that parks are classified as a permitted use in the E-R District.

According the Village Attorney, when the Village annexed the Red Oak Nature Center, an annexation agreement was not involved. Further, the Village Attorney believes that the annexation of Lippold Park could be approved simply through an annexation ordinance.

Staff is seeking feedback from the Village Board on the annexation of Lippold Park into the Village. If the Board is supportive of the annexation, a formal public hearing would be held before the Board on March 18, 2019.



February 13, 2019

Board of Commissioners

Chuck Anderson
President

Holly Scholz
Vice President

Jerry Butler
Commissioner

Mary Anne Cummings
Commissioner

Theodia Gillespie
Commissioner

Matt Hicks, Jr.
Commissioner

Cynthia Penne
Commissioner

Mr. Michael Toth, Community and Economic Director
Village of North Aurora
25 E. State Street
North Aurora, IL 60542

RE: Fox Valley Park District- Lippold Park Annexation

Dear Mr. Toth,

The Fox Valley Park District respectfully submits this letter and accompanying documents as our petition requesting the annexation of Lippold Park and adjacent islands into the corporate limits of the Village of North Aurora. I have enclosed the following:

- Plat of Annexation
- Resolution authorizing the annexation of Fox Valley Park District property into the corporate limits of the Village of North Aurora
- Property deed/proof of ownership

The overall acreage proposed for annexation is +/- 43.45 acres. The Fox Valley Park District is not proposing any change of use; the property will continue to be maintained as park and open space. As such, we understand that, consistent with other Fox Valley Park District parks in North Aurora, the appropriate zoning for the subject property is R-1.

The Fox Valley Park District appreciates the Village of North Aurora's consideration of this annexation request. The Park District and the Village have historically worked together where possible to achieve coterminous boundaries. This annexation request continues this spirit of governmental cooperation.

Sincerely,

Jeff Palmquist, Senior Director of Planning, Research and Grants

Fox Valley Park District

Executive Team

Jim Pilmer
Executive Director

Diana Erickson
Senior Director of
Finance & Administration,
Board Treasurer and
Assistant Board Secretary

Jaime Ijams
Director of Recreation

John Kramer
Director of Operations

Dan Leahy
Director of Marketing
& Communications

Jon Michael
Director of
Information Technology

Jeff Palmquist
Senior Director of Planning,
Research & Grants

David Summer
Chief of Police

Kim Nooncaster
Executive Assistant to
the Executive Director
and Board Secretary

Jennifer Paprocki
Assistant Director of Finance
and Assistant Board Treasurer



VILLAGE ORDINANCE: _____

Passed On: _____

PLAT OF ANNEXATION

TO THE VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

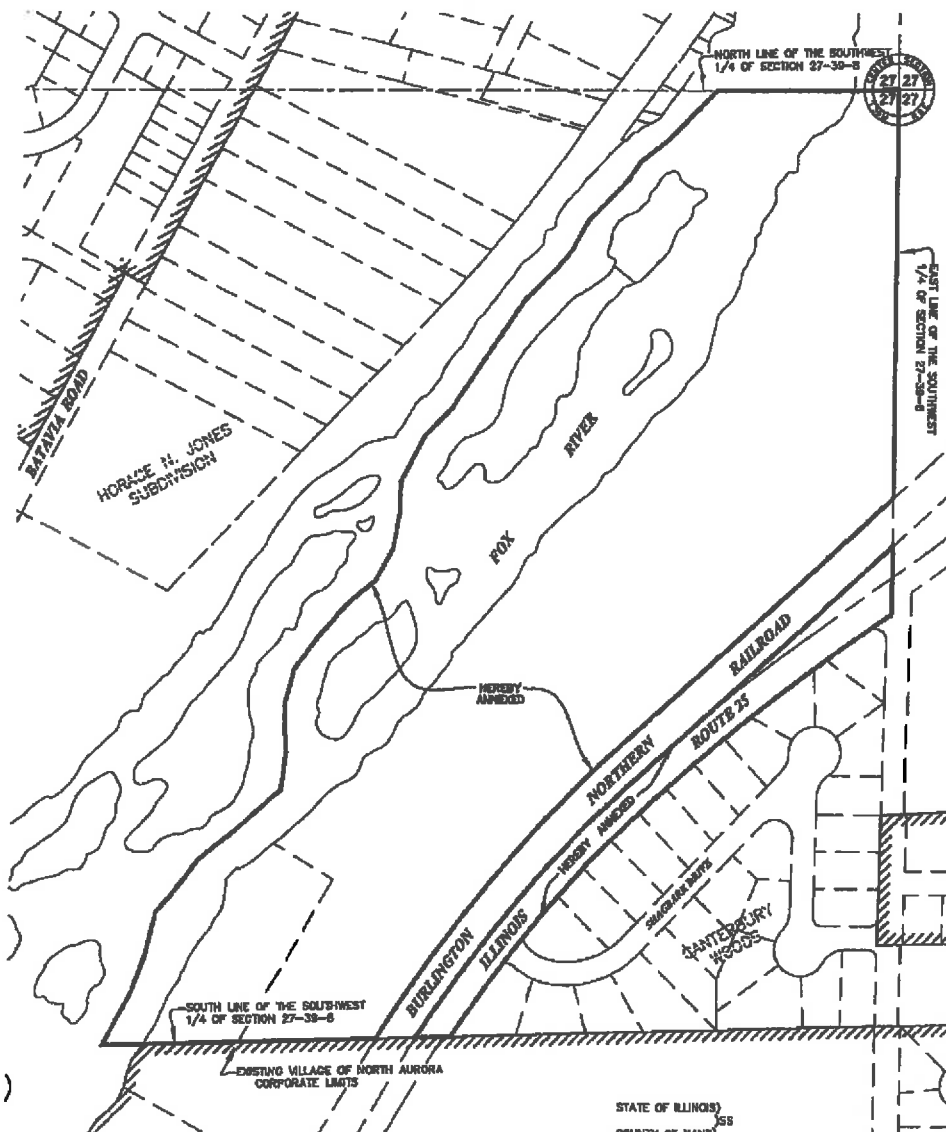
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE CENTER LINE THREAD OF THE FOX RIVER AND NORTHERLY AND WESTERLY OF THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 25, EXCEPTING THEREFROM THE BURLINGTON NORTHERN RAILROAD PROPERTY, ALL IN BATAVIA TOWNSHIP, KANE COUNTY, ILLINOIS.



N.T.S.

— EXISTING CORP. LIMITS
— AREA TO BE ANNEXED

P.I.N.
12-27-328-001
12-27-351-001
12-27-351-002
12-27-351-003
12-27-351-004
12-27-352-001



STATE OF ILLINOIS
COUNTY OF KANE

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THE ATTACHED PLAT FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF NORTH AURORA, AND THAT THIS PLAT OF ANNEXATION ACCURATELY DEPICTS SAID PROPERTY, GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF JANUARY, 2019.

MARK O. SCHELLER
PROFESSIONAL LAND SURVEYOR #3581
(EXPIRES 11-30-20)

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD
SUGAR GROVE, IL 60554



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eetweb.com

FOX VALLEY PARK DISTRICT
101 W. ILLINOIS AVENUE
AURORA, IL 60506-5989

DATE: JANUARY 21, 2019
PROJECT NO. PD1901
FILE NO PD1901-ANNEX

PAGE 1 OF 1

**Fox Valley Park District
Resolution Number 19-005**

**A RESOLUTION AUTHORIZING THE ANNEXATION OF FOX VALLEY PARK
DISTRICT PROPERTY INTO THE CORPORATE LIMITS OF THE VILLAGE OF
NORTH AURORA**

At a meeting of the Fox Valley Park District Board of Commissioners held on February 11, 2019, it was resolved as follows:

WHEREAS, the Fox Valley Park District presently owns, manages and operates land and facilities predominantly within the corporate limits of the City of Aurora, the Village of North Aurora and the Village of Montgomery; and

WHEREAS, the territory ("territory") described herein lies within unincorporated Kane County, outside the corporate limits of the Village of North Aurora; and

WHEREAS, the Fox Valley Park District owns and manages property known as the Red Oak Nature Center located directly south of the territory; and

WHEREAS, the Red Oak Nature Center property is located within the corporate limits of the Village of North Aurora and provides North Aurora corporate limits contiguity to the territory; and

WHEREAS, the Fox Valley Park District and the Village of North Aurora cooperate to generally achieve coterminous boundaries through property annexation agreements and boundary line agreements;

**NOW, THEREFORE, BE IT RESOLVED BY THE FOX VALLEY PARK DISTRICT
BOARD OF COMMISSIONERS:**

That District staff is authorized to petition to seek annexation of the property into the Village of North Aurora.

DATED this 11th day of February 2019.

The Fox Valley Park District

By:



President

Attest:



Secretary

Re-recorded 23 OCT 27 1961 959116 SEP 19 1961

This Indenture Witnesseth, that the Grantor

THE MIGHELL FUND, INC., a not-for-profit

corporation created and existing under and by virtue of the

laws of the State of Illinois, duly authorized to transact business in the State
of Illinois for the consideration of Ten Dollars (\$10.00)-----

Dollars and pursuant to authority given by the Board of Directors of said corporation,

CONVEYS and WARRANTS unto THE FOX RIVER VALLEY PLEASURE DRIVEWAY AND PARK DISTRICT (SOUTHERN KANE COUNTY SECTOR), a municipal corporation, created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois,

the following described Real Estate, to wit: That part of the East fraction of the Southwest quarter of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest quarter; thence West along the South line of said quarter to the center line of the State Highway for the point of beginning; thence West along the South line of said quarter to the East line of premises conveyed to George Vautrin and Jeanne Vautrin, his wife, by Deed dated April 4, 1916 and recorded April 25, 1916 in Book 590, page 605, as document 154017; thence Northeasterly along the Easterly line of said premises 8 chains to the Northeast corner thereof; thence Westerly along the Northerly line of said premises 2.78 chains to the Easterly bank of Fox River; thence Northerly along the Easterly bank of said river to the North line of said Southwest quarter; thence East along said North line to the Northeast corner of said quarter; thence South along said East line to the center line of said State Highway; thence Southwesterly along said center line to the point of beginning; (excepting the right of way of the Chicago, Burlington and Quincy Railroad Company), in the Township of Batavia, Kane County, Illinois.

Subject to: (1) rights or claims of parties in possession, not shown of record and questions of survey; (2) mechanics' lien claims, if any, where no notice thereof appears of record; (3) special assessments and special taxes, if any, not confirmed by a court of record; (4) general taxes and special assessments for the year 1958 and subsequent years; (5) roads and highways; (6) rights of the adjoining and contiguous owners to have maintained the uninterrupted flow of waters of any stream which may flow on or through premises in question; (7) rights of way for drainage ditches, feeder and laterals; (8) rights of the United States of America, State of Illinois, the municipality and the Public, in and to that part of the premises in question falling in the bed of the Fox River; also rights of the property owners in and to the free and unobstructed flow of the waters of said River; and (9) expressly subject to the covenant that the above-described premises shall be used for park purposes only and shall never be used for the purpose of storage of equipment, warehousing or as an incinerator site and this covenant shall run with the land and inure to the benefit of and be obligatory upon the successors, assigns and subsequent grantees of the respective parties hereto and of all persons claiming by, through or under them.



in the County of

in the State of

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and caused its name to be signed to these presents by its

Secretary, this 1st day of September A. D. 19 61 .



THE MIGHELL FUND, INC., an Illinois Not-for-Profit Corporation,

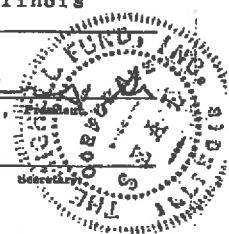
By Paul M. Powers, Sr., President

Attest: D. W. Cockfield, Secretary



BOOK 2105 PAGE 305

BOOK 2100 PAGE 119



SCHEDULE A

No. 87143 Date of Policy September 19, 1961 Amount of Policy \$22,300.00

1. The party insured by this policy.

THE FOX RIVER VALLEY PLEASURE DRIVEWAY AND PARK DISTRICT
(SOUTHERN KANE COUNTY SECTOR) A MUNICIPAL CORPORATION OF ILLINOIS,

and the additional persons included in the term "party insured" as defined in the conditions herein set forth.

2. The title, estate or interest insured by this policy.

FEE SIMPLE

3. Description of the real estate with respect to which this policy is issued.

That part of the East fraction of the Southwest quarter of Section 27, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southwest quarter; thence West along the South line of said quarter to the center line of the State Highway for the point of beginning; thence West along the South line of said quarter to the East line of premises conveyed to George Vautrin and Jeanne Vautrin, his wife, by Deed dated April 4, 1916 and recorded April 25, 1916 in Book 590, Page 605, as document 154017; thence Northeasterly along the Easterly line of said premises 8 chains to the Northeast corner thereof; thence Westerly along the Northerly line of said premises 2.78 chains to the Easterly bank of Fox River; thence Northerly along the Easterly bank of said river to the North line of said Southwest quarter; thence East along said North line to the Northeast corner of said quarter; thence South along said East line to the center line of said State Highway; thence Southwesterly along said center line to the point of beginning; (excepting the right of way of the Chicago, Burlington, and Quincy Railroad Company); in the Township of Batavia, Kane County, Illinois.

SCHEDULE B

Showing defects, liens, incumbrances and other matters excepted from this policy and against which this Company does not insure. (NOTE: There are no items numbered 1, 2 or 3 under Schedule B.)

Special Exceptions.

4. Taxes for the year 1961.
5. Roads and highways.
6. Rights of the adjoining and contiguous owners to have maintained the uninterrupted flow of waters of any stream which may flow on or through premises in question.
7. Rights of way for drainage ditches, feeders and laterals.
8. Rights of the United States of America, State of Illinois, the municipality and the Public in and to that part of premises in question falling in the bed of the Fox River, also rights of the property owners in and to the free and unobstructed flow of the waters of said River.
9. Covenant contained in Deed dated September 1, 1961 and recorded September 19, 1961 as document 959116 made by The Mighell Fund, Inc., a not-for-profit corporation, to The Fox River Valley Pleasure Driveway and Park District (Southern Kane County Sector) a corporation of Illinois that: the premises in question shall be used for park purposes only and shall never be used for the purpose of storage of equipment, warehousing or as a incinerator site.

87143

STATE OF ILLINOIS
COUNTY OF KANE

SS.

I.

I, Marcia S. Phillips, Notary Public

In and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paul M. Powers, Sr.
personally known to me to be the President of the

THE MIGHELL FUND, INC., an Illinois Not-for-Profit Corporation,

corporation, and D. W. Cockfield personally known to me to be the
Secretary of said corporation, and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged
that as such President and Secretary, they signed and delivered the said instrument
as President and Secretary of said corporation, and caused the corporate seal of
said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors
of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of September, A. D. 1961

STATE OF ILLINOIS)
COUNTY OF KANE) SS:

Marcia S. Phillips
Notary Public

I, Elizabeth H. Brown, Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY that Paul M. Powers, Sr., personally
known to me to be the President of The Mighell Fund, Inc., an Illinois Not-for-
Profit Corporation, and D. W. Cockfield personally known to me to be the
Secretary of said corporation, and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such President and Secretary, of said
corporation, and caused the corporate seal of said corporation to be affixed
thereto, pursuant to authority, given by the Board of Directors of said corpora-
tion as their free and voluntary act, and as the free and voluntary act and deed
of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of October,
A.D. 1961.

Elizabeth H. Brown
Notary Public

87143
978
Warranty Deed
Corporation to Individual

The Mighell Fund, Inc.
TO
The Fox River Valley Pleasure
Driveaway and Park District
(Southern Kane County Sector)

STATE OF ILLINOIS }
KANE COUNTY } No. 959116
FILED FOR RECORD SEP 19 1961 AD
19 AT 11:22 O'CLOCK A.M.
AND DULY RECORDED IN BOOK
OF *Grace E. Mendenhall*

STATE OF ILLINOIS }
KANE COUNTY } No. 962313
FILED FOR RECORD OCT 27 1961 AD
9 AT 11 O'CLOCK A.M.
AND DULY RECORDED IN BOOK
OF *Grace E. Mendenhall*

CHICAGO TITLE AND TRUST COMPANY
KANE COUNTY DIVISION
GEORGE COLE & COMPANY

CHICAGO TITLE AND TRUST COMPANY
KANE COUNTY DIVISION
10/1/61

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: TOWNE CENTRE ECONOMIC INCENTIVE AGREEMENT
DATE: MARCH 4, 2019 COMMITTEE OF THE WHOLE MEETING

Preferred Real Estate, owners of the inline shopping center between Target and JC Penney in North Aurora Towne Centre, have been working with UFC Gym to secure a 15-year lease on 35,000 square feet of the former MC Sports and Office Depot spaces. As part of the lease agreement with UFC Gym, Preferred Real Estate is required to improve the tenant space to the satisfaction of the tenant. According to Preferred Real Estate, they cannot get the lender to agree to the needed additional funds for the tenant improvements, without the Village approving an economic incentive agreement.

Staff has been working with Preferred Real Estate over the last several months on amending the current Economic Incentive Agreement. The request is being made by Preferred Real Estate, LLC as a way to offset the \$1,550,000 anticipated buildout cost for UFC Gym. Several versions of the amendment have been discussed between staff and Preferred.

The following is the general framework of the current request:

- The current economic incentive agreement be amended to provide Preferred Real Estate with 100% of the 1% generated in the inline portion of the shopping center (not including Target or JCPenney) for the remainder of the existing agreement. For all other properties the reimbursement terms remain unchanged. (*Est. Additional Value \$112,500 (2.5 years @ \$45,000)*).
- All vacant land be removed from the current reimbursement area upon approval of the amended agreement.
- A new agreement be adopted providing Preferred with 100% of the 1% generated in the inline portion of the shopping center for a term of 15 years and a cap of \$120,000 per year. (*Est. Value \$1,350,000 (15 years @ \$90,000)*)
- Reimbursement of the increased rate would commence upon occupancy of the UFC Gym and include any retroactive payment dating back to the January 2019 sales.
- All building permit fees, plan review fees and inspection fees for the UFC buildout be waived. (*Est. \$40,000*)
- Preferred relinquish any Operation and Easement Agreement restrictions for permitted uses on all vacant land in perpetuity.

Prevailing Wage

On February 18, 2019, staff presented the request to the Village Board, who was generally supportive of the concept. The Board directed staff to proceed with a draft of the amended economic incentive agreement and present it for review at a later meeting date. Applicability of prevailing wage was mentioned at the February 4, 2018 Operations Committee meeting. The

Prevailing Wage Act requires a general prevailing hourly rate must be paid by or on behalf of "any and all public bodies engaged in public works." According to the Illinois Department of Labor website, prevailing wages do not apply to projects funded by sales tax rebates. Its applicability on a building permit fee waiver is a little less clear. As currently drafted, the amended agreement does not include prevailing wage as a requirement, but does reference that it would apply in the event that it is legally required. According to the Village Attorney, the Board can always require that prevailing wages be paid as part of the agreement. Should the Board elect to add it as a condition, the requirement could be added prior to final consideration.

Background

On March 23, 2005 the North Aurora Village Board approved an annexation agreement with Rubloff North Aurora LLC for the development known as the North Aurora Towne Centre. Later built in 2006, North Aurora Towne Centre is located between I-88 and Orchard Gateway Boulevard, east of the Auto Mall and west of Randall Road. Target and JC Penney are the main anchor tenants for North Aurora Towne Centre. In order to offset some of the costs attributable to the development, the Village approved an economic incentive agreement as part of the Annexation Agreement. At the time, it was estimated that the site improvement costs would be roughly \$33,000,000 and the Towne Centre would generate \$3 million in sales tax per year. The North Aurora Towne Centre has since seen decline with several major tenants such as Best Buy, La-Z-Boy, MC Sports, Office Max, Justice, Layne Bryant, and NTB having closed. Although there is nothing suggesting JC Penney's closure in North Aurora, there is concern over the number of JC Penney stores being closed nationally.



Note: Closure of Best Buy, La-Z-Boy and NTB.

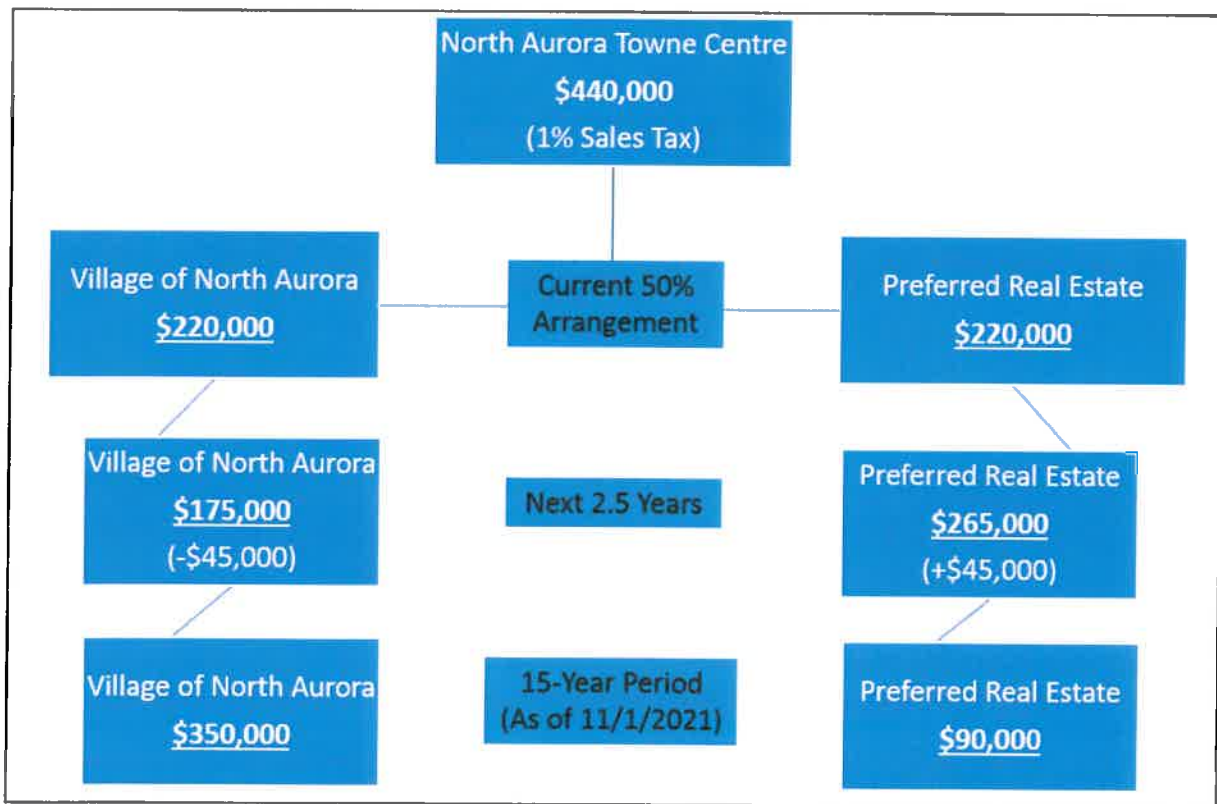
Economic Incentive Agreement

The original economic incentive agreement was to pay out a total of \$15 million over a 15-year term for economic assistance toward the aforementioned site improvement costs. The Village provides the developer with 50% of the 1% of the sales taxes generated by all retail sales within Towne Centre to arrive at the \$15 million cap. Completion of Target and 50,000 square feet of the

inline stores prompted commencement of the economic incentive agreement on November 1, 2006. With a 15-year term, expiration of the original agreement would be October 31, 2021. Not the original developer of Towne Centre, Preferred Real Estate, LLC, through acquisition of the 121,000 square feet of retail space between Target and JC Penney in 2008, are now the beneficiaries of the economic incentive agreement. As of November 2018, a total of \$3,212,827.07 has been paid out on the economic incentive agreement.

Financial Impact

Based upon the 1% sales tax, North Aurora Towne Centre currently generates roughly \$440,000 per year of sales tax, half of which (\$220,000) is currently being rebated back to Preferred Real Estate. Thus, the Village currently receives roughly \$220,000 in sales tax from the North Aurora Towne Centre. The inline portion of the shopping center is currently generating roughly \$90,000 per year of the total sales tax. If the economic incentive agreement were to be amended and a new agreement was adopted over the terms stated above, the *reduction* in sales tax to the Village would be an estimated \$45,000 per year over the next 2.5 years. Once the original agreement expires in 2.5 years and the new agreement commences, the Village will receive 100% of the sales tax generated within Towne Centre, which will be an estimated \$440,000. \$90,000 per year of that would be rebated back to Preferred Real Estate and the Village would receive roughly \$350,000 per year of sales tax.



Operations Committee Discussion

Staff presented this information to the Operations Committee on February 4, 2018. A representative of Preferred Real Estate was present during the discussion and answering several questions of Board members. The proposed amendment to the economic incentive agreement was met with mixed sentiment. While some Board members believe that assisting with the opening of a gym would be beneficial to Towne Centre by increasing foot traffic, others commented that it might not be beneficial to the Village as the use will not generate any additional sales tax. Board

members also commented on the general state of North Aurora Towne Centre and asked what was being done to improve the development to attract businesses. Staff noted during this portion of the discussion that ownership of North Aurora Towne Centre is fragmented as there are multiple property owners (other than Preferred Real Estate), which includes Target, JC Penney and Inland. The matter is further complicated by the Operation and Easement Agreement, which is a private agreement established to provide Target, JC Penney and Preferred Real Estate with the ability to regulate the types of businesses that are allowed to open in North Aurora Towne Centre. Some of the Board members mentioned that the OEA is too restrictive and has prevented other businesses from opening in Towne Centre. Staff mentioned that as part of the proposed economic incentive agreement, Preferred Real Estate would be forfeiting any Operation and Easement Agreement restrictions for permitted uses on all vacant land in perpetuity. During the discussion the representative of Preferred Real Estate mentioned that they would be willing to work with Target and JC Penney in the future work through some of the obstacles of the OEA to help with business attraction. Lastly, certain Board members were not in favor of waiving building permit fees, citing that such action is unprecedented. Staff mentioned that certain impacts have been waived recently for other developments and the permit fee waiver was to help Preferred Real Estate cover the \$1,550,000 buildout cost.

Staff and Preferred Real Estate would like to take this opportunity to solicit feedback from the Board on the proposed amendment to the economic incentive agreement.

Attachments:

- 1) Amendment and Restatement to the Economic Incentive Agreement for the North Aurora Towne Centre Development

AMENDMENT AND RESTATEMENT TO
THE ECONOMIC INCENTIVE AGREEMENT
FOR THE NORTH AURORA TOWNE CENTRE DEVELOPMENT

This AMENDMENT AND RESTATEMENT TO THE ECONOMIC INCENTIVE AGREEMENT FOR THE NORTH AURORA TOWNE CENTRE (the "Amended Agreement") is entered into as of this _____ day of _____, 2019, by and between the VILLAGE OF NORTH AURORA, an Illinois municipal corporation (the "Village") and PREFERRED REAL ESTATE LLC, an Illinois limited liability company (the "Developer. The Village and the Developer are hereinafter individually sometimes referred to as a "Party" and collectively as the "Parties".

RECITALS

A. Developer owns a portion of the commercial shopping center property known as the North Aurora Towne Centre (the "Development") consisting of the commercial buildings between the Target and the JC Penney buildings and all of the parking area immediately to the south of the those buildings out to the private east/west drive south of the parking lot on a portion of a tract of land located north of Interstate 88 (East West Tollway) and south of Orchard Gateway Boulevard between Randall Road and Orchard Road in Kane County, Illinois (the "New Project Property"). The New Project Property is legally described on Exhibit A attached hereto and made a part hereof.

B. The Development, consisting of property located within the corporate limits of the Village identified in an Annexation Agreement dated March 23, 2005 (the "Subject Property") by the authority of which the previous Developer of the Property, RUBLOFF NORTH AURORA, L.L.C. ("Rubloff"), the Village and other parties with an interest in the Development at the time entered into an Economic Incentive Agreement dates May 2, 2005 (the "Incentive Agreement").

C. Rubloff assigned all of its interest in the Incentive Agreement to the Developer in writing by an Assignment and Assumption Agreement entered into by and between Rubloff and the Developer on January 29, 2018.

D. Not long after the Incentive Agreement was signed, the national and local economy went into one of the most impactful recessions in the history of the country, the viability of large retail centers, large retail box stores and brick and mortar retail establishments has languished with no signs of recovering to pre-recession, the Development has never completely built out or filled in, the actual retail sales in the Development have not reached even one third (1/3) of the projections that were expected in 2005, and many of the lots in the Development and buildings in the Subject Property are and have remained vacant.

E. Developer has represented that, in order to redevelop the vacant space within the Project Property, generate additional traffic to the Development and fill the vacant buildings, it will be required to invest substantial sums into the vacant properties (the "New Project

Improvements”). The estimated cost of the New Project Improvements is approximately \$1,500,000.00.

F. Developer has requested the Village amend and restate the Incentive Agreement in regard to the Subject Property and New Project Property in order to reimburse the Developer the cost of the Project Improvements, and Developer has represented that the Redevelopment would not be feasible and would not be accomplished without the economic assistance to be given by the Village pursuant to an amendment and restatement of the Incentive Agreement.

G. The President of Board of Board of Trustees of the Village, after due and careful consideration, has concluded that the Redevelopment will benefit the Village by (i) creating job opportunities within the Village, (ii) enhancing the tax base of the Village to the benefit of the Village and other governmental entities, (iii) strengthening the commercial sector of the Village, (iv) serving to further development of other properties in the Village; and (v) spurring on the viability of the Development that would not occur without the benefits provided by amending and restating the Incentive Agreement.

H. The buildings in the New Project Property to be built out are vacant and have been so for more than one year prior to the date of this Amended Agreement, and the Subject Property as a whole is significantly underutilized.

I. The President of Board of Board of Trustees of the Village have concluded that (i) the powers being exercised hereunder are in furtherance of and essential to the best interests of the Village and its residents, and (ii) without the amendment to the Incentive Agreement, the Redevelopment would not occur and would not be feasible.

J. The President of Board of Board of Trustees of the Village have further concluded that it is in the best interests of the Village to continue to provide economic assistance to the Developer from retailers’ occupation taxes and retailers’ service occupation taxes that are generated by the retail sales on the Subject Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. RECITALS. The recitals set forth above are true and accurate and are expressly incorporated into this Agreement by this reference as if fully set forth in this Article 1.

ARTICLE 2. DEFINITIONS. For purposes of this Amended Agreement, unless the context clearly requires otherwise, the words and terms used in this Amended Agreement have the same definitions as in the original Incentive Agreement, except as follows:

Adjusted Original Commencement Date means January 1, 2019.

Adjusted Original Percentage means the Sales Taxes returned to the Village by the Department as a result of the retail sales on the Adjusted Subject Property that shall be equal to one percent (1%) of the total taxable retail sales on the Adjusted Subject Property.

Adjusted Original Termination Date means the end of October 2021.

Adjusted Subject Property means the original Development excluding all of the unimproved, vacant land as of the Effective Date of this Amended Agreement.

Development means the North Aurora Towne Centre.

Director means the Village's Director of Finance.

New Project Annual Reimbursement Cap means one hundred twenty thousand dollars (\$120,000) annually.

New Project Commencement Date means November 1, 2021.

New Project Improvements means the improvements described in paragraph E of the Recitals in the New Project Property.

New Project Property means the real property legally described in Exhibit A.

New Project Reimbursement Percentage the Sales Taxes returned to the Village by the Department as a result of the retail sales on the Subject Property that shall be equal to one percent (1%) of the total taxable retail sales on the Project Property.

New Project Reimbursement Period means the period of time commencing on the Extended Commencement Date and ending on the fifteenth (15th) anniversary of the Extended Commencement Date.

New Project Reimbursement Termination Date means the date that is the end of the New Project Reimbursement Period.

Sales Tax Year means the one-year period commencing on the New Commencement Date and each of the 14 succeeding years thereafter

Termination Date means the date the Director makes final distribution that is due under this Amended Agreement at the end of the New Project Reimbursement Period.

ARTICLE 3. REMOVAL OF VACANT PROPERTY FROM INCENTIVE

All property in the Development that is currently unimproved is hereby removed from application of the sales tax rebate from and after the Effective Date of this Amended Agreement, leaving only the Adjusted Subject Property subject to the Adjusted Original Percentage through

the Adjusted Original Termination Date and the New Project Property subject to the New Project Reimbursement Percentage through the New Project Reimbursement Termination Date.

ARTICLE 4. INCREASED SALES TAX REIMBURSEMENT FOR REMAINDER OF ORIGINAL TERM

Contingent on the completion of the New Project Improvements and issuance of a certificate of occupancy therefore (consistent with the North Aurora Municipal Code provisions) on or before the Adjusted Original Termination Date and Project Reimbursement Percentage that is paid out to the Developer shall be and is hereby increased to the Adjusted Original Percentage amount as of the Adjusted Original Commencement Date, with the intention that the Developer shall receive the Adjusted Original Percentage amount for the Adjusted Subject Property retroactive to the Adjusted Original Commencement Date through the Adjusted Original Termination Date.

ARTICLE 5. CONSTRUCTION AND DOCUMENTATION OF THE PROJECT IMPROVEMENTS

A. **CONSTRUCTION.** Developer agrees to commence construction of the New Project Improvements as soon as practicable. Developer agrees that the construction of the New Project Improvements shall be in compliance with all Village ordinances, codes, rules and regulations. In addition, the Developer agrees that the rehabilitation of the Project Property shall comply with the applicable requirements of all other government agencies.

B. **DOCUMENTATION.** Developer shall provide to the Village, in addition to any other documentation required by other provisions of this Amended Agreement, all documentation related to the cost of the New Project Improvements as completed, including, without limitation, all invoices, billing statements, payment receipts, and other documentation supporting the payments made and actual cost for the completed New Project Improvements.

ARTICLE 6. REIMBURSEMENT TO DEVELOPER OF NEW PROJECT REIMBURSEMENT AMOUNT

Contingent on the completion of the New Project Improvements and issuance of a certificate of occupancy therefore (consistent with the North Aurora Municipal Code provisions) on or before the Adjusted Original Termination Date, beginning on the New Project Commencement Date the Village agrees rebate to the Developer the New Project Reimbursement Percentage amount on a quarterly basis from the sales tax generated on the New Project Property through the New Project Termination Date, subject to the following limitations:

A. The New Project Reimbursement Percentage shall be capped in each year at no more than New Project Annual Reimbursement Cap;

B. There is no guaranty that the Developer will receive the New Project Reimbursement Percentage equivalent to the New Project Annual Reimbursement Cap in each year.

C. No sales taxes exceeding the New Project Annual Reimbursement Cap in any year shall be paid to the Developer in subsequent years;

D. The Village shall have the obligation to pay to the Developer only the New Project Reimbursement Percentage in each year, subject to the New Project Annual Reimbursement Cap up to the date of the New Project Reimbursement Termination Date.

E. Developer bears the risk that the costs of the New Project Improvements may exceed the New Project Reimbursement Percentage that Developer actually receives pursuant to the terms of this Amended Agreement.

ARTICLE 7. REMITTANCE OF REIMBURSEMENT PERCENTAGE OF SALES TAX

In lieu of maintaining a Project Account as provide in the original Incentive Agreement, and subject to the limitation in Article 6 above, the Village shall continue to collect the sales tax on the Adjusted Subject Property through the Adjusted Original Termination Date and to collect the sales tax on the Project Property through the New Project Reimbursement Termination Date for the purposes of this Amended Agreement as Sales Taxes are received from the Department and remit to the Developer the Adjusted Original Reimbursement Percentage of Sales Taxes generated on the Adjusted Subject Property through the Adjusted Original Termination Date and remit the New Project Reimbursement Percentage of Sales Taxes generated on the Project Property through the New Project Reimbursement Termination Date.

ARTICLE 8. DOCUMENTATION OF SALES.

A. The Village shall continue to request the necessary information from the State in order to reimburse the appropriate percentage of Sales Tax collected in keeping with the Incentive Agreement and this Amended Agreement.

B. The Village agrees that it shall continue to maintain the confidentiality of the information regarding Sales Taxes described above to the extent permitted by law.

ARTICLE 9. TERM.

On the Termination Date, the Agreement as amended hereby shall become null and void and of no further effect whatsoever without further action on the part of the Village or any other person, firm or corporation, and any and all amounts of money held by the Village, after reimbursement of all that is due to the Developer, shall remain in the Village's General Fund for use by the Village for general corporate purposes.

ARTICLE 10. MUTUAL ASSISTANCE

The Village and Developer agree to do all things necessary or appropriate to carry out, and to aid and assist each other in carrying out, the terms of this Agreement and in implementing the Parties' intent, as reflected by the terms of this Agreement.

ARTICLE 11. GOVERNING LAW, WAIVER AND NOTICES

This Agreement shall be governed by the laws of the State of Illinois and the sole and exclusive venue for any disputes arising out of this Agreement shall be the Circuit Court of the 16th Judicial Circuit, Kane County, Illinois. A waiver of any part of this Agreement shall be limited to that specific event and shall not be a waiver of the entire Agreement. Any notices required in this Agreement shall be effective when in writing sent by the other Party via certified mail, return receipt requested, or delivered in person to an officer of such Party to be notified at the following addresses or faxed to the following facsimile numbers:

All notices to the Village shall be sent to:

Village of North Aurora
Attn: Village Administrator
25 E. State Street
North Aurora, IL 60542
Fax: 630/897-8228

With copy to:

Kevin G. Drendel
Drendel & Jansons Law Group
111 Flinn Street
Batavia, IL 60510
Fax: 630/406-6179

All notices to Developer shall be sent to:

Preferred Real Estate, LLC.
Attn: Doruk A. Borecki
55 W. Monroe, Suite 3330
Chicago, IL 60603
Fax: _____

With copy to:

Fax: _____

or to such other addresses as a Party may designate for itself by notice given from time to time to the other Parties in the manner provided herein. All notices shall be deemed effective as of the date of receipt, in the case of personal delivery; two days after deposit in the U.S. Mail, in the

case of notice sent by certified or registered mail; and as of the date of transmission, if delivered by fax (provided the transmitting machine provides a record confirmation of the date and time of transmittal.).

ARTICLE 12. DEFAULT.

Upon the occurrence of a default by a Party in the performance of an obligation under this Agreement, which default is not cured within thirty (30) days after receiving a written notice from a non-defaulting Party, or action is not commenced by the defaulting Party to cure said default within said 30-day period and said default is not cured within a reasonable time thereafter, the non-defaulting Party may file an action at law or equity, including an action for specific performance, to enforce the terms and conditions of this Agreement.

ARTICLE 13. ADDITIONAL OBLIGATIONS.

A. **ADDITIONAL VILLAGE INCENTIVE.** In addition to the sales tax rebate that is described in this Amended Agreement, the Village shall waive all permit fees applicable to the Developer for the New Project Improvements.

B. **ADDITIONAL DEVELOPER AGREEMENT.** In addition to the other Developer obligations under this Amended Agreement, the Developer hereby agrees and shall refrain from exercising its rights under Article V, Section 5.1 of the Operation and Easement Agreement Among Target Corporation, Kohl's Illinois, Inc. and Rubloff North Aurora, L.L.C. dated May 20, 2005 (the "OEA"), as amended, relating to the uses that are permitted, limited and prohibited in the Development, and Developer shall use its best efforts, without being required to violate the terms of the OEA, to encourage the allowance of other businesses in the Development in harmony with the village Zoning Code even if those businesses might involve uses that would be in violation of the OEA.

ARTICLE 14. PREVAILING WAGE ACT.

Developer shall comply with the Prevailing Wage Act 820 ILCS 130/.01 et seq. to the extent that it applies to the Project Improvements as follows:

A. **CONTRACTS.** Developer shall insure that every contract and subcontract, purchase order and invoice (in the event there is no written contract) related to the New project Improvements must contain a written requirement that all work done under such contract, subcontract, purchase order or invoice must be done in compliance with the Prevailing Wage Act, including the obligation to pay not less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work on the New Project Improvements.

B. **CERTIFIED MONTHLY PAYROLL REPORTS.** Developer shall submit certified monthly payroll reports as required by 820 ILCS 130/5. Any failure to timely submit certified monthly payroll reports shall be cause for the withholding of payments otherwise due under this Agreement until compliance with the reporting requirements is achieved.

C. **BOND.** Any bond or other surety furnished under this Agreement shall include such provisions as will guarantee the faithful performance of this prevailing wage clause.

D. **INDEMNIFICATION AND HOLD HARMLESS.** Compliance with the Prevailing Wage Act, to the extent that it applies, shall be the Developer's obligation, and the Developer shall indemnify and hold harmless the City from and against liabilities that might attach for non-compliance.

E. **LIMITATION.** It is acknowledged and agreed that the provisions of this Article 14 apply only to the construction of the New Project Improvements, and not to the maintenance, repair and or replacement of same following initial construction.

15. MISCELLANEOUS.

A. **APPROPRIATION OF FUNDS.** To the extent the Village is required to do so by law, the Village shall take such actions in each year during the Term of this Agreement to appropriate funds pursuant to Illinois law to satisfy its obligations to Developer and Owner hereunder.

B. **INTEGRATION.** This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated by this Agreement. All prior agreements, negotiations, and understandings are expressly merged herein and superseded hereby. All exhibits to this Agreement are expressly incorporated herein by this reference thereto.

C. **SEVERABILITY.** Each section of this Agreement, and each sentence, clause or phrase contained in such section, shall be considered severable and, if, for any reason, any section, or any sentence, clause or phrase contained in such section, is determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation, effect, enforceability or validity of the remaining portions of this Agreement.

D. **AMENDMENT.** The Amended Agreement amends, restates and supersedes all of the provisions of the Incentive Agreement as expressly stated herein. Any provisions that are not expressly amended or restated shall continue in full force and effect. If there is any conflict between this Amended Agreement and the original Incentive Agreement, this Amended Agreement shall control. The Agreement may be amended further by, and only by, a written instrument signed by the Parties. If the Developer conveys all ownership in the Subject Property, it shall cease to be a Party to this Agreement and, in that case, its approval of an amendment shall not be necessary.

E. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, to the extent that an assignment is permitted herein.

F. **CONSTRUCTION.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

G. **TIME IS OF THE ESSENCE**. Time is of the essence of this Agreement and of each and every provision hereof.

H. **EFFECTIVE DATE**. The "Effective Date" of this Agreement shall be the date of its execution by last Party to sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below their respective signatures, to be effective as of the Effective Date.

VILLAGE OF NORTH AURORA,
an Illinois municipal corporation

PREFERRED REAL ESTATE, LLC
an Illinois limited liability company

By: _____
President

By: _____
Manager

ATTEST

ATTEST

By: _____
Village Clerk

By: _____
Manager

Date of signing: _____

Date of signing: _____

STATE OF ILLINOIS)
)
COUNTY OF KANE) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Dale Berman** and **Lori Murray** personally known to me to be the Village President and Clerk, respectively, of the Village of North Aurora, and personally known to me to be the same persons whose names are subscribed to the foregoing Economic Incentive Agreement, appeared before me this day in person and severally acknowledged to me that as such President and Clerk, they signed and delivered the said Agreement and caused the corporate seal of said Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2019.

NOTARY PUBLIC

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **Doruk Borecki** and _____, personally known to me to be Managers of Preferred Real Estate, L.L.C., and personally known to me to be the same persons whose names are subscribed to the foregoing Economic Incentive Agreement, appeared before me this day in person and severally acknowledged to me that as such Managers, they signed and delivered the said Agreement, as their free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2019.

NOTARY PUBLIC

My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROJECT PROPERTY