



Meeting Held Electronically

**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, JULY 19, 2021 – 7:00 P.M.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

AGENDA

Due to the current COVID-19 pandemic, Village Board meetings are being conducted live remotely via telecommunications to help prevent the spread of COVID-19 and also now with limited attendance at Village Hall. Given the limited seating and for best safety practices, the public is encouraged to attend the board meeting remotely via telecommunications using Zoom. The public can access the meeting remotely as follows:

Website Address: <https://us02web.zoom.us/j/82467557408>

Meeting ID: 824 6755 7408

Dial In: +1 312 626 6799

This procedure is being followed pursuant to the Illinois Open Meetings Act (5 ILCS 120/2.01 et seq.) as amended by Public Act 101-0640.

Please be advised seating for the public is limited to 15 people in the Board Room. Face masks will be required if you have not been vaccinated.

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

ROLL CALL

AUDIENCE COMMENTS

CONSENT AGENDA

1. Village Board Minutes dated 06/21/2021 and Committee of the Whole Minutes dated 06/21/2021
2. Interim Bills List Dated FY2021 06/30/2021 in the Amount of **\$72,801.96**
3. Interim Bills List Dated FY2022 06/30/2021 in the Amount of **\$103,505.23**
4. Bills List Dated FY 2021 07/19/2021 in the Amount of **\$20,436.34**
5. Bills List Dated FY 2022 07/19/2021 in the Amount of **\$910,887.07**
6. Travel and Expenses for Business Purposes in the Amount of **\$120.00**
7. Approval of an Ordinance Authorizing the Sale or Disposition of Surplus Personal Property

NEW BUSINESS

1. Approval of Ordinance Approving the 1st Budget Amendment for Fiscal Year 2021-22
2. Approval of Ordinance Designating Surplus TIF Funds and Terminating the North Aurora Lincolnway TIF Project Area
3. Approval of Ordinance Designating Surplus TIF Funds and Terminating the Sperry TIF Redevelopment Project Area
4. Approval of Ordinance Removing Parcels from the North Aurora Route 31 Tax Increment Financing District
5. Approval of Ordinance Designating the North Aurora United TIF Redevelopment Project Area
6. Approval of Ordinance Approving the North Aurora United TIF Redevelopment Plan and Project
7. Approval of Ordinance Adopting Tax Increment Financing for the North Aurora United TIF Redevelopment Project Area
8. Approval of Ordinance Approving a Tax Increment Financing Redevelopment Agreement with North Aurora Industrial Venture, LLC
9. Approval of Ordinance Amending the North Aurora Code Section 5.08.350 to Increase the Number of Class B Liquor Licenses Authorized in the Village Of North Aurora
10. Ordinance Approving the Updated Site plans for the Property Located at 151 S. Lincolnway in the Village of North Aurora
11. Approval of Authorization to Purchase Emergency Lighting Equipment for Four Police Patrol/Utility Vehicles and Installed From Miner Electronics Corp. in the Amount of **\$42,606.00**
12. Approval of Authorization to Purchase a new Code Enforcement Vehicle From Suburban Purchasing Cooperative in the Amount of **\$24,590.00**

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING
VILLAGE BOARD MEETING MINUTES
Monday, June 21, 2021**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely
via telecommunications.

CALL TO ORDER

Mayor Gaffino called the meeting to order.

SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Mark Gaffino, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mark Carroll, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

PUBLIC HEARING- United TIF District

Director Toth introduced the Public Hearing for the United TIF District. He stated that the concept was introduced to the Board at the Committee of the Whole meeting on October 19, 2020 as well as the February 1, 2021 meeting. The United TIF concept was also brought before the General Review Board on May 21, 2021 and voted in support of the United TIF District. An Informational Public Meeting was held on June 3, 2021. Director Toth stated that the purpose of the evening's Public Hearing was to receive comments or questions from the public.

There were no comments.

The Public Hearing was closed.

AUDIENCE COMMENTS –

TRUSTEE COMMENTS –

CONSENT AGENDA

1. Village Board Minutes dated 06/07/2021 and Committee of the Whole Minutes dated 06/07/2021
2. Operations Committee Minutes dated 03/01/2021 and Services Committee Minutes dated 12/21/2020
3. Bills List Dated FY 2021 06/21/2021 in the Amount of \$268,619.76
4. Bills List Dated FY 2022 06/21/2021 in the Amount of \$119,013.20
5. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of Cash Surety for Public Improvements for the Randall Crossing Mixed Use Building Located at 1101 Ritter Street.

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle –yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes, Trustee Curtis – yes. **Motion approved (5-0).**

NEW BUSINESS

- 1. A Resolution Approving a Collective Bargaining Agreement Between the Village of North Aurora and the International Union of Operating Engineers, Local 150, Public Employees Division from June 1, 2021 through May 31, 2024.**

Motion for approval made by Trustee Guethle and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Curtis –yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (5-0).**

- 2. Approval of Resolution Dissolving the North Aurora Village Board Operations and Services Committees.**

Administrator Bosco explained that at the June 7, 2021 Committee of the Whole meeting the Board decided to dissolve the Operations and Services Committees with the intent to focus on group discussions through the Committee of the Whole Meetings.

Motion for approval made by Trustee Salazar and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Salazar –yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes. **Motion approved (5-0).**

- 3. Approval of an Ordinance Amending the North Aurora Code Section 2.06.050 Regarding the Beautification Committee.**

Administrator Bosco explained that the purpose of the revisions was to bring the code up to date with the purpose of the Mayor to make appointments in addition to the people currently serving on the committee.

Motion for approval made by Trustee Guethle and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Carroll – yes, Trustee Curtis – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes. **Motion approved (5-0).**

- 4. Approval of an Ordinance Amending Sections 5.08.060, 5.08.070, 5.08.340, 5.08.345, 5.08.390 of the North Aurora Municipal Code Regarding Liquor.**

Administrator Bosco stated that the amendments include several small provisions including changes the code to allow legal United States citizens to apply for a liquor license, there was clean up confusing verbiage contained within the Code, prorating the liquor license fees for businesses leaving North Aurora, changes the packaged liquor sales to 9 a.m. from 10 a.m. on Sundays and adds New Year's Eve as a holiday allowing for liquor consumption until 2 a.m. the following day.

Motion for approval made by Trustee Carroll and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Curtis –yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Salazar – yes, Trustee Carroll – yes. **Motion approved (5-0).**

- 5. Approval of an Ordinance Amending Title 5.08 of the North Aurora Municipal Code Regarding Alcohol Beverage Sales in the Village of North Aurora.**

Administrator Bosco explained that this change matched the State's laws on items such as curbside liquor sales and delivery as per the request of the Board in discussions at the Committee of the Whole meeting on June 7, 2021. It also ended the Village's Executive Orders pertaining to curbside liquor sales and delivery.

Motion for approval made by Trustee Curtis and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Curtis – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Salazar –yes, Trustee Carroll – yes. **Motion approved (5-0).**

6. Approval of an Ordinance Granting a Variation Pursuant to Title 17, Chapter 7 of the North Aurora Zoning Ordinance to Allow a Building Addition Within the Rear Yard in the R-1 Single Family Residence District, Village of North Aurora, Illinois.

Director Toth stated that this Ordinance Approval pertained to the property located at 232 Mistwood Lane, this was discussed at the June 7, 2021 Committee of the Whole meeting where the Village Board concurred with the Plan Commission's assessment for approval.

Motion for approval made by Trustee Guethle and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Salazar –yes, Trustee Carroll – yes, Trustee Curtis – yes. **Motion approved (5-0).**

7. Approval of Resolution Authorizing the Remittance of Land-Cash Fees to the Fox Valley Park District.

Director Hannah stated that this Resolution would give staff direction to remit funds to the Fox Valley Park District on at least an annual basis.

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Curtis – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes, Trustee Salazar –yes, Trustee Carroll – yes. **Motion approved (5-0).**

8. Approval of Authorization to Purchase Four Police Squad Vehicles from Morrow Bros. Ford in the Amount of \$149,575.00.

Chief Fisher stated that staff is seeking the approval of the purchase of three 2022 Ford Explorers and one 2022 Ford 4X4. These vehicles would replace four 2017 Ford Explorers scheduled for replacement. The amount of \$152,000 has been budgeted, however the purchase price will be \$149,575. Attempts to purchase the vehicles locally failed due to lack of availability of fleet vehicles. Chief Fisher went on to explain that the pick-up truck purchase would allow the department to haul a trailer and other equipment.

Motion for approval made by Trustee Guethle and seconded by Trustee Salazar. **Roll Call Vote:** Trustee Niedzwiedz – yes, Trustee Salazar –yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Guethle – yes. **Motion approved (5-0).**

9. Approval of Resolution Approving Route 31 TIF Façade Grant Funding in the Amount of \$4,549.09 to the Property Located at 227 S. Lincolnway, North Aurora, Illinois.

Director Toth stated that Ma Maw's Kitchen was in the process of making various façade improvements to the building located at 227 S. Lincolnway. The grant request was not brought before the Committee of the Whole due to timing constraints.

Motion for approval made by Trustee Guethle and seconded by Trustee Niedzwiedz. **Roll Call Vote:** Trustee Salazar –yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Guethle – yes, Trustee Niedzwiedz – yes. **Motion approved (5-0).**

VILLAGE PRESIDENT – Mayor Gaffino offered thoughts and prayers to the towns on Naperville and Woodridge in regard to the tornado damage the towns experienced.

TRUSTEES COMMENTS – Trustee Guethle stated that he appreciated the tornado warning sirens.

ADMINISTRATOR'S REPORT – Administrator Bosco explained that the approval process for the United TIF District would be completed in July and invited residents to contact the Village staff with questions.

He also stated that the Governor's Executive Orders for outdoor dining are still in effect. The Board had previously discussed at the June 7, 2021 Committee of the Whole meeting to follow the state's Executive Orders which would mean outdoor dining would still be permitted. This impacts two establishments within the Village.

Administrator Bosco stated that the Waste Management buyback program had begun and things had been going well. The program will go through June 30.

Trustee Carroll asked what date the Governor's Executive Orders expired, Administrator Bosco answered June 26, 2021.

Trustee Guethle asked if the Waste Management stickers could be used for Groot trash removal through the end of the month, Administrator Bosco stated they could be used through June 23, 2021 and then residents that still have remaining stickers can stop in to Village hall and sell back the stickers or exchange them for Groot stickers through June 30, 2021.

Discussion regarding the transition from Waste Management to Groot was had with comments on toter rentals through Groot potentially being a cost savings for residents and the complaints some residents had about their recycling bins and rented toters not being picked up by Waste Management, an issue which had since been resolved.

ATTORNEY'S REPORT – None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, June 21, 2021**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely via telecommunications.

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

In attendance: Mayor Mark Gaffino, Trustee Mark Carroll, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

DISCUSSION

1. Fairview Development/Traffic Plan

Administrator Bosco introduced the agenda item which pertains to the proposed two warehouse project to the west of the Tinsletown Theater with access to Smoketree Plaza, Fairview Drive and Sullivan Road. The intention of the discussion was to garner feedback on whether or not the Board was comfortable with the Traffic Plan presented to them.

Director Toth explained that on March 15, 2021 the Committee of the Whole discussed the project concept development plans and expressed concern over the traffic patterns. The developer, Ridgeline Property Group, consulted with KLOA, Inc. to perform a Preliminary Traffic Review. The study reviewed the proposed access and circulation system, estimated traffic created by the development and reviewed the truck routes to and from the development. The proposed truck route would have trucks entering from the South on to Fairview Drive off of Sullivan Road and exiting via Smoketree Plaza on to Lincolnway.

Ben Harris with Ridgeline Property Group joined the conversation and stated that at the March 15, 2021 COW meeting Ridgeline had originally proposed that trucks would enter the property from Lincolnway via Smoketree Plaza, to which some members of the Board had concerns. Mr. Harris explained that he hoped that the adjusted truck route was now acceptable to the Village Board.

Trustee Niedzwiedz asked for confirmation that originally the concept had trucks both entering and exiting via Smoketree Plaza, to which Director Toth explained that it had always been part of the concept to utilize Smoketree Plaza, as it is utilized currently by Dart Corporation and their trucks.

There was further discussion regarding the entrance on Fairview and how Mr. Toth does not believe it will affect the roundabout that is located just west of Fairview on Sullivan.

Trustee Carroll stated that he is in agreement with the new truck route concept. He also stated that the still had concerns about the trucks leaving Smoketree Plaza on to Lincolnway, especially with theater traffic.

Trustee Curtis stated she was in agreement with the concept.

Trustee Salazar expressed concern for the potential traffic on Lincolnway with the entrance to the Interstate being just north of the intersection. Director Toth directed the Board to the projected site-generated traffic volumes within the traffic review study. Mr. Toth explained that the two building will also house office space and not solely distribution centers, there could potentially be more passenger vehicle traffic than truck traffic.

Mr. Harris addressed Trustee Carroll's earlier concern of traffic with movie theater patrons, stating that the trucks are typically passing through during daytime hours while the movie theater traffic was generally in the evening and weekends.

Mr. Harris posed the question to the Board whether or not they would consider allowing truck traffic to exit on to Sullivan via Fairview. Director Toth stated that the truck route as presented has a good flow to it, a deviation from it would have to be further investigated.

Trustee Guethle stated that he is comfortable with the trucks exiting via Smoketree Plaza on to Lincolnway.

Trustee Carroll stated that he was comfortable with the plan as presented and would be not be in favor of trucks exiting on to Sullivan, to which Mayor Gaffino added that he did not believe trucks could pull out on to Sullivan due to traffic.

Trustee Salazar was in agreement with the presented truck route.

Mr. Harris thanked the Board for the positive feedback and stated that the discussion gave him comfort in moving forward with the project.

2. Opus Draft TIF Incentive

Administrator Bosco stated that the intention is to have this issue before the Board for a vote at the July 19, 2021, therefore the intention for the discussion was to assess the Boards level of comfort with the Opus TIF Incentive terms as proposed.

Director Toth reminded the Board that at the May 17, 2021 Committee of the Whole Meeting, Opus presented the request for TIF funding for the work surrounding Building "B" of the I-88 Corporate Park. According to Opus the project would require a TIF reimbursement of 3.9 Million dollars in order to make the project financially feasible. An agreement was drafted between Attorneys for the Village and Opus, including the provisions that the Village Board discussed at the May 17, 2001 COW meeting.

Attorney Drendel stated that while the agreement drafted did match the terms discussed, there were a number of items that Attorney Drendel was concerned about and wanted to bring to the Board to assess their comfortability with them.

The first issue Attorney Drendel had with the document lied within the last sentence of section 6.2: "Notwithstanding any developer default, in no event shall the Village suspend, limit, delay any payments on the Developer Note or seek any remedy which may have the effect of any of the foregoing". Attorney Drendel stated that while the Village may have some remedies for default of the Developer, withholding payment will not be one of them.

Additionally, Attorney Drendel was concerned about section 6.3 which states “No default under this agreement shall entitle any party to terminate, cancel or otherwise rescind this agreement” which Attorney Drendel felt was taking away leverage the Village may have in the event of a default.

Attorney Drendel stated that after discussions with the developer’s attorneys, section 6.5 was added which allow a Village termination right if the developer fails to substantially complete the project within three years or developer fails to begin grading the property within a year of acquiring fee title to the property the Village may terminate the agreement.

Attorney Drendel went on to explain how these terms will limit the Village’s ability to exit the contract in the event of different scenarios he provided as examples, such as tornado and lack of acquiring a tenant for the buildings.

There was discussion regarding what might happen with the TIF incentive if Opus sold the development.

Josh Bauer from Opus Development was present and spoke about Opus’ motivation to make the agreement work. He stated that if the project did not generate tax increment, per the agreement Opus would not receive incentive.

Further discussion took place in regard to the possibilities of Opus selling the development and what that would mean if the TIF incentive was packaged with the building or the developer.

Trustee Carroll expressed his concern about the agreement eliminating the possibility of the Village’s ability to terminate the agreement in the event the developer did not live up to their end of the bargain.

Trustee Guethle asked if further work can be done between the attorneys to make both parties more comfortable.

Mr. Bauer stated that the agreement is very close to being completed and reminded the Board that the July 19, 2021 Village Board meeting where the agreement is to be voted on is pertinent to the timeline of the project.

Trustee Curtis expressed agreement with Trustee Carroll’s concerns however did not want to see the project delayed. She asked if provisional approval could be offered while this concern was addressed.

Trustee Niedzwiedz asked for confirmation that the developer will only receive the incentive if tax increment is earned, to which Attorney Drendel agreed.

Administrator Bosco explained that the concern is that once the Village’s provisional ability to terminate the contract is expired after three years, if something happens to the building and it is no longer generating increment, there is no possibility of the Village to terminate the contract.

Mayor Gaffino asked what the risk to the Village would be if something happened and the building was not generating increment. Attorney Drendel stated that if the building is not living up to its potential, there would still be tax increment generated. The risk lies in that the increment generated would not be at the level proposed. Per the agreement, the developer will still receive 75% and the Village 25% of whatever funds are generated. There would be no funds derived from residential tax payer funding. Attorney Drendel stated that the risks may not be significant, the idea that the Village will have no remedy should something happen gave him concern.

Director Toth added to the discussion that some of the concerns about possible scenarios can be addressed with code enforcement.

Trustee Curtis stated that if in fact there was minimal risk she would like to move forward with the project.

Trustee Salazar was in agreement with Trustee Curtis and would like to move forward with the project.

Mayor Gaffino was also in agreement with moving forward with the project with positive words about Opus Development.

All Trustees were in agreement with moving forward with the Opus Development Project.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 06/30/2021 - 12:50PM
 Batch: 00507.06.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation						
039020						
Custodial Supply Return	-129.50	01-445-4421	Custodial Supplies	SCM19859	5/14/2021	06/30/2021
Total:	-129.50	*Vendor Total				
B & F Construction						
015600						
Building Inspections- May 2021	4,020.80	01-441-4276	Inspection Services	14523	6/16/2021	06/30/2021
Total:	4,020.80	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning- PW	32.55	01-445-4520	Public Buildings Rpr & Mtce	4068296947	11/20/2020	06/30/2021
First Aid Kit- PW	96.51	01-445-4870	Equipment	5063536833	6/26/2021	06/30/2021
Total:	129.06	*Vendor Total				
CODE 4, Public Safety Emblems						
047940						
EMA Patch	400.00	01-440-4558	Emergency Management	C4-1069	5/21/2021	06/30/2021
Total:	400.00	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Tires (20)	2,879.44	01-440-4511	Vehicle Repair and Maint	3330030199	5/26/2021	06/30/2021
Total:	2,879.44	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 1802 Orchard Gateway	252.81	10-445-4660	Street Lighting and Poles	0562144049	6/8/2021	06/30/2021
Street Lights/ 355 Moorfield	8.19	10-445-4660	Street Lighting and Poles	0795092063	6/17/2021	06/30/2021
Street Lights/ 1901 Orchard Gateway	45.36	10-445-4660	Street Lighting and Poles	0835082016	6/7/2021	06/30/2021
Street Lights/ 1197 Comiskey	8.19	10-445-4660	Street Lighting and Poles	0903075187	6/17/2021	06/30/2021
Silo Lighting/ 8W State Street	85.80	01-445-4660	Street Lighting	1047147081	6/8/2021	06/30/2021
Street Lights/ 1051 Kettle Avenue	35.36	10-445-4660	Street Lighting and Poles	1083133047	6/7/2021	06/30/2021
Tower Electric	41.11	60-445-4662	Utility	1313136025	6/9/2021	06/30/2021
Street Lights/ 1200 Orchard Gateway	303.23	10-445-4660	Street Lighting and Poles	1344158042	6/8/2021	06/30/2021
Street Lights/ Rt56 & Rt25	67.04	10-445-4660	Street Lighting and Poles	1425064018	6/10/2021	06/30/2021
Street Lights/ Randall & Ice Cream	11.51	10-445-4660	Street Lighting and Poles	1543019148	6/8/2021	06/30/2021
Street Lights/ 1193 Comiskey	8.19	10-445-4660	Street Lighting and Poles	1743032047	6/17/2021	06/30/2021
Street Lights/ Orchard Gateway & Deerpath	38.31	10-445-4660	Street Lighting and Poles	1776122038	6/8/2021	06/30/2021
Street Lights/ Orchard & Oak	146.62	10-445-4660	Street Lighting and Poles	1875021089	6/8/2021	06/30/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Street Lights/ Comiskey & Orchard	84.25	10-445-4660	Street Lighting and Poles	2313121105	6/8/2021	06/30/2021
Street Lights/ 1600 Orchard/ Gateway	171.83	10-445-4660	Street Lighting and Poles	2579039064	6/8/2021	06/30/2021
Street Lights/ Orchard & White Oak	72.57	10-445-4660	Street Lighting and Poles	2963079050	6/8/2021	06/30/2021
Street Lights/ 19 N. Lincolnway	64.76	10-445-4660	Street Lighting and Poles	2985029045	6/8/2021	06/30/2021
Street Lights/ Orchard & Orchard Gateway	123.20	10-445-4660	Street Lighting and Poles	3147017028	6/8/2021	06/30/2021
Street Lights	1,431.01	10-445-4660	Street Lighting and Poles	3771153008	6/17/2021	06/30/2021
Street Lights/ 211 River Rd	2,642.88	10-445-4660	Street Lighting and Poles	4007024020	6/16/2021	06/30/2021
Well #8 5/6 - 6/7	5,403.89	60-445-4662	Utility	4026128016	6/8/2021	06/30/2021
Total:	11,046.11	*Vendor Total				
Constellation NewEnergy, Inc.						
034130						
Well #4/ WTP 5/7 - 6/8	7,355.73	60-445-4662	Utility	20376317100	6/10/2021	06/30/2021
Well #6 5/5 - 6/9	3,589.23	60-445-4662	Utility	20392101001	6/10/2021	06/30/2021
Well #7 5/10 - 6/9	4,365.97	60-445-4662	Utility	20392206401	6/10/2021	06/30/2021
Well #5/ETP 5/10 - 6/9	7,474.50	60-445-4662	Utility	20392277701	6/10/2021	06/30/2021
Total:	22,785.43	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Randall Crossing Mixed Use- May 2021	2,327.50	90-000-E056	Randall Crossing Mixed Use	90699-01	5/31/2021	06/30/2021
Randall Crossing Mixed Use- May 2021	210.00	90-000-E241	NA Townhomes, LLC/Rndl Cros	90699-02	5/31/2021	06/30/2021
Total:	2,537.50	*Vendor Total				
Dunn-Rite Window Cleaning Inc.						
467922						
Window Cleaning- VH/ May 2021	740.00	01-445-4520	Public Buildings Rpr & Mtce	5355	5/25/2021	06/30/2021
Total:	740.00	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability Loan- May 2021	3.74	01-000-2057	Short-Term Disability	06152021-01	6/15/2021	06/30/2021
Total:	3.74	*Vendor Total				
Fifth Third Bank						
028450						
Office Supplies/ Office Depot	182.74	01-440-4411	Office Expenses	JD04272001-	4/27/2021	06/30/2021
Total:	182.74	*Vendor Total				
Hach Company						
014100						
Buffer Solution	127.90	60-445-4567	Treatment Plant Repair/Maint	12465275	5/24/2021	06/30/2021
Pocket Colorimeter Return	-468.00	60-445-4870	Equipment	2189713	6/7/2021	06/30/2021
Total:	-340.10	*Vendor Total				
Illinois State Police Bureau of						
041810						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Fingerprints/ COST CTR 03557	52.50	01-440-4799	Misc.	COST CTR 0: 5/1/2021		06/30/2021
Total:	52.50	*Vendor Total				
JADE Hanna Surveyors, LLC						
468128						
Chestnut, Spruce, Locust Survey	8,300.00	60-460-4255	Engineering	28620	6/9/2021	06/30/2021
Total:	8,300.00	*Vendor Total				
Konica Minolta						
024860						
Copier Maint- May 2021	103.41	01-440-4510	Equipment/IT Maint	2733446860	5/31/2021	06/30/2021
Copier Maint- May 2021	129.03	01-440-4510	Equipment/IT Maint	273441584	5/31/2021	06/30/2021
Copier Maint- May 2021	77.24	01-440-4510	Equipment/IT Maint	273441932	5/31/2021	06/30/2021
Copier Maint- May 2021	71.15	01-440-4510	Equipment/IT Maint	273442049	5/31/2021	06/30/2021
Copier Maint- May 2021	71.15	01-440-4510	Equipment/IT Maint	273442215	5/31/2021	06/30/2021
Copier Maint- May 2021	50.56	01-440-4510	Equipment/IT Maint	273450598	5/31/2021	06/30/2021
Total:	502.54	*Vendor Total				
MDS Technologies, Inc.						
467635						
2021 PCI Study Field Work	7,600.00	21-450-4255	Engineering	21594	6/3/2021	06/30/2021
Total:	7,600.00	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Payroll Processing- May 2021	760.00	01-430-4267	Finance Services	00196 521310	5/31/2021	06/30/2021
Total:	760.00	*Vendor Total				
Olsson Roofing Company, Inc.						
042370						
Leaking Roof Repair- PD	622.00	01-445-4520	Public Buildings Rpr & Mtce	21001467	5/28/2021	06/30/2021
Total:	622.00	*Vendor Total				
Paddock Publications, Inc.						
026910						
Public Hearing Notice- TIF Hearing	1,573.20	12-438-4280	Professional/Consulting Fees	183048	6/13/2021	06/30/2021
Total:	1,573.20	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Meter	91.38	01-441-4505	Postage	1018298910	6/10/2021	06/30/2021
Total:	91.38	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Final Grading Reviews- LV/ May 2021	540.00	90-000-E240	Lincoln Valley Plan Review	27963-01	6/15/2021	06/30/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Grading Reviews- LV/ May 2021	1,505.00	01-441-4255	Engineering	27963-02	6/15/2021	06/30/2021
Verizon Update On Automill Tower	2,201.76	90-000-E221	Insite RE Inc - Verizon Cell	27964	6/15/2021	06/30/2021
Eng Services- LV/ May 2021	4,562.72	90-000-E232	DR Horton - FV Golf Course	27965	6/15/2021	06/30/2021
Grading Correction- Well 8 & 9/ May 2021	235.64	60-470-4255	Engineering	27966	6/15/2021	06/30/2021
Total:	9,045.12	*Vendor Total				
Report Total:	72,801.96					

Accounts Payable

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Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation						
039020						
Hand Soap- PD	166.14	01-445-4421	Custodial Supplies	PSI429359	2/4/2021	06/30/2021
Total:	166.14	*Vendor Total				
ABC Carpet						
038040						
Floor & Cell Cleaning- PD	500.00	01-445-4520	Public Buildings Rpr & Mtce	06092021	6/9/2021	06/30/2021
Lobby Floor Cleaning- VH	200.00	01-445-4520	Public Buildings Rpr & Mtce	06092021-02	6/9/2021	06/30/2021
Total:	700.00	*Vendor Total				
Adolfo Murcia						
468146						
Water Credit Refund	45.60	60-320-3340	Water Collections	06162001-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	1.65	18-320-3350	Sewer Collection	06162001-02	6/16/2021	06/30/2021
Total:	47.25	*Vendor Total				
AIM						
046510						
Flex 125- June 2021	161.00	01-430-4267	Finance Services	00034595	7/1/2021	06/30/2021
Total:	161.00	*Vendor Total				
Aleyda Santillan						
468144						
Water Credit Refund	16.00	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	0.45	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	16.45	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control- VH	103.95	01-445-4520	Public Buildings Rpr & Mtce	8414748	7/1/2021	06/30/2021
Pest Control- PD	98.45	01-445-4520	Public Buildings Rpr & Mtce	8416898	7/1/2021	06/30/2021
Pest Control- TPs	91.95	60-445-4567	Treatment Plant Repair/Maint	8417200	7/1/2021	06/30/2021
Pest Control- Qtrly Barrier Treatment	162.25	60-445-4565	Water Well Rpr & Mtce	8417202	7/1/2021	06/30/2021
Pest Control- Well #5	43.30	60-445-4565	Water Well Rpr & Mtce	8418752	7/1/2021	06/30/2021
Total:	499.90	*Vendor Total				
Aurora Regional						
034120						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Annual Membership Renewal	465.00	01-410-4390	Dues & Meetings	238758	6/1/2021	06/30/2021
Total:	465.00	*Vendor Total				
Belson Outdoors Inc						
468136						
Water Credit Refund	15.47	60-320-3340	Water Collections	06162021	6/16/2021	06/30/2021
Total:	15.47	*Vendor Total				
Brian & Valerie Skogman						
468139						
Water Credit Refund	13.75	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	0.42	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	14.17	*Vendor Total				
Brown & Brown Of Illinois, Inc.						
000520						
Notary- Ivanyi	30.00	01-440-4799	Misc.	5873100	6/11/2021	06/30/2021
Notary- Manko	30.00	01-440-4799	Misc.	5873377	6/11/2021	06/30/2021
Total:	60.00	*Vendor Total				
Bryon & Rachel Williams						
468143						
Water Credit Refund	63.80	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	2.04	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	65.84	*Vendor Total				
Camic Johnson, LTD.						
03989						
Adjudication Hearing	350.00	01-440-4260	Legal	126	6/17/2021	06/30/2021
CE Adjudication Hearing	350.00	01-441-4260	Legal	136	6/17/2021	06/30/2021
Total:	700.00	*Vendor Total				
Carus Corporation						
033300						
HMO Chemicals- WTP	913.23	60-445-4437	Chlorine	SLS 1009262:	6/8/2021	06/30/2021
HMO Chemicals- ETP	639.75	60-445-4437	Chlorine	SLS 1009262'	6/8/2021	06/30/2021
Total:	1,552.98	*Vendor Total				
Casey Equipment Co, Inc						
010570						
Flip Pad	695.56	01-445-4510	Equipment/IT Maint	P01612	6/14/2021	06/30/2021
Total:	695.56	*Vendor Total				
Chicago Communications LLC						
468149						
Vehicle Repair	407.67	01-440-4511	Vehicle Repair and Maint	327211	6/4/2021	06/30/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	407.67	*Vendor Total				
Christine Baer						
468138						
Water Credit Refund	76.47	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	2.74	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	79.21	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning- PW	32.55	01-445-4520	Public Buildings Rpr & Mtce	4086591900	6/28/2021	06/30/2021
Total:	32.55	*Vendor Total				
Collins Law Enforcement Sales, Inc						
468122						
New Vest (3)	1,750.00	01-440-4160	Uniform Allowance	05-11-2021-N	6/24/2021	06/30/2021
Total:	1,750.00	*Vendor Total				
Convergint Technologies LLC						
043000						
Facility Repair	537.00	01-440-4799	Misc.	W1101030	5/18/2021	06/30/2021
Total:	537.00	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Hoses, Hydraulic Fluid	278.59	01-445-4511	Vehicle Repair and Maint	236993	6/8/2021	06/30/2021
Total:	278.59	*Vendor Total				
Drydon Equipment, Inc.						
3395						
Mixer Motors (3), Shafts For Chemical Mix T	21,000.00	60-445-4567	Treatment Plant Repair/Maint	20721	6/9/2021	06/30/2021
Total:	21,000.00	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability- July 2021	370.32	01-000-2057	Short-Term Disability	06152021-02	6/15/2021	06/30/2021
Total:	370.32	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	3,025.74	71-000-1340	Gas/Diesel Escrow	3793483	6/9/2021	06/30/2021
Diesel Fuel	1,060.75	71-000-1340	Gas/Diesel Escrow	3793484	6/9/2021	06/30/2021
Total:	4,086.49	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Frank Marshall Electric						
028510						
New VFD Installs- Well #5 & #7	1,372.50	60-463-4875	Capital Improvements	90966-01	6/24/2021	06/30/2021
New VFD Install- Well #7	1,372.50	60-465-4875	Capital Improvements	90966-02	6/24/2021	06/30/2021
HMO Room @ WTP Elec Grounding	271.25	60-445-4567	Treatment Plant Repair/Maint	90969	6/29/2021	06/30/2021
Total:	3,016.25	*Vendor Total				
German Gutierrez						
468141						
Water Credit Refund	139.77	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	2.16	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	141.93	*Vendor Total				
Global Water Technology, Inc.						
467862						
Water Treatment- VH/ June 2021	200.00	01-445-4520	Public Buildings Rpr & Mtce	35109	6/21/2021	06/30/2021
Total:	200.00	*Vendor Total				
Hach Company						
014100						
Water Testing Notification	516.00	60-445-4562	Testing (water)	12496570	6/11/2021	06/30/2021
Total:	516.00	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
Cleaning Coils, RTUs 1 & 2	384.00	01-445-4520	Public Buildings Rpr & Mtce	40691	6/16/2021	06/30/2021
Total:	384.00	*Vendor Total				
Harris Computer Systems						
041620						
City View Annual Maintenance	18,416.73	01-430-4510	Equipment/IT Maint	MUNMN000	6/24/2021	06/30/2021
Total:	18,416.73	*Vendor Total				
Hook-Fast Specialties, Inc						
010410						
New Officer Name Tag	69.16	01-440-4160	Uniform Allowance	356471	6/3/2021	06/30/2021
Total:	69.16	*Vendor Total				
Illinois Association Of						
029520						
Training	45.00	01-440-4380	Training	8257	6/21/2021	06/30/2021
Total:	45.00	*Vendor Total				
Illinois Section American WWA						
025350						
WATERCON 2021 Registration- Young	300.00	60-445-4370	Conferences & Travel	200064358	6/21/2021	06/30/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	300.00	*Vendor Total				
Industrial Door Company						
044430						
Gate Repair	3,980.00	01-445-4520	Public Buildings Rpr & Mtce	113849	6/18/2021	06/30/2021
Annual Door Inspection (8)- PW Garage	1,076.00	01-445-4520	Public Buildings Rpr & Mtce	113870	6/21/2021	06/30/2021
Total:	5,056.00	*Vendor Total				
Jeff & Chrissy Burger						
468137						
Water Credit Refund	23.40	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	0.75	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	24.15	*Vendor Total				
JSN Contractors Supply						
041440						
Broom	50.97	01-445-4870	Equipment	84656	6/15/2021	06/30/2021
Moil Point, Chisel	52.00	01-445-4870	Equipment	84669	6/18/2021	06/30/2021
Total:	102.97	*Vendor Total				
Kane County Division of						
036170						
Traffic Signal Maint- 1st Qtr	210.60	01-445-4545	Traffic Signs & Signals	2021-0000000	6/16/2021	06/30/2021
Total:	210.60	*Vendor Total				
Kendall County Concrete						
047060						
Concrete- Greenbrier Ct	186.00	01-445-4544	Storm Drain Maintenance	51387	6/2/2021	06/30/2021
Total:	186.00	*Vendor Total				
Kiesler's Police Supply, Inc.						
039910						
Ammunition	2,538.00	01-440-4383	Firearm Training	IN168587	6/15/2021	06/30/2021
Total:	2,538.00	*Vendor Total				
Kimball Midwest						
467916						
Lubicant, Gloves, Grease, Paint- PW Garage	371.74	01-445-4870	Equipment	8975505	6/18/2021	06/30/2021
Total:	371.74	*Vendor Total				
Lauderdale Electric, Inc.						
468103						
Street Light Feeds/ Hansen Boulevard	580.00	10-445-4661	Street Light Repair/Maint	7855-F	6/15/2021	06/30/2021
Total:	580.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Melissa Cavanagh						
468135						
Sprinkler System Repair Reimbursement- 2641	320.00	01-445-4799	Misc. Expenditures	06222021	6/22/2021	06/30/2021
Total:	320.00	*Vendor Total				
Menards						
016070						
Wax, Brush, Fans	64.43	01-445-4870	Equipment	65376	6/7/2021	06/30/2021
Fabreeze	5.88	01-445-4421	Custodial Supplies	65377	6/7/2021	06/30/2021
Shower Wand, Cord, Nozzle	39.82	01-490-4761	Beautification Committee	65420	6/8/2021	06/30/2021
Hand Soap- PW Garage	14.98	01-445-4421	Custodial Supplies	65910	6/17/2021	06/30/2021
Air Filters At Well Houses	58.32	60-445-4565	Water Well Rpr & Mtce	66271	6/23/2021	06/30/2021
Total:	183.43	*Vendor Total				
Mid American Water						
013680						
PVC Pipes	767.48	01-445-4544	Storm Drain Maintenance	189266A	6/11/2021	06/30/2021
Total:	767.48	*Vendor Total				
Midwest Occupational Health M.S.						
051110						
Random Testing	235.00	01-445-4799	Misc. Expenditures	209873	6/28/2021	06/30/2021
Total:	235.00	*Vendor Total				
Mooney & Thomas, Pc						
001040						
Police Pension Payment- June 2021	70.00	80-430-4581	Banking Services/Fees	00813 521310	5/31/2021	06/30/2021
Total:	70.00	*Vendor Total				
North Aurora Lions Club						
467640						
Lion's Club Dues- Stecklein	50.00	01-440-4390	Dues & Meetings	824	7/1/2021	06/30/2021
Total:	50.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Squad Parts- Squad #68	114.99	01-440-4511	Vehicle Repair and Maint	381261	5/28/2021	06/30/2021
Spark Plugs, Wiper Blades	145.33	01-440-4511	Vehicle Repair and Maint	382305	6/10/2021	06/30/2021
Oil	44.97	01-440-4511	Vehicle Repair and Maint	382309	6/10/2021	06/30/2021
Plug Coil Refund	-378.48	01-440-4511	Vehicle Repair and Maint	382421	6/11/2021	06/30/2021
Brake Repair	169.76	60-445-4511	Vehicle Repair and Maint	382819	6/16/2021	06/30/2021
Total:	96.57	*Vendor Total				
Paul L Buddy Plumbing & Heating						
021070						
RPZ Testing- VH	1,090.00	01-445-4520	Public Buildings Rpr & Mtce	30330	6/8/2021	06/30/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,090.00	*Vendor Total				
Pitney Bowes Purchase Power						
029940						
Pre-Pay Postage Refill- PD	1,500.00	01-440-4510	Equipment/IT Maint	06012021	6/1/2021	06/30/2021
Total:	1,500.00	*Vendor Total				
Protolight, Inc						
468148						
Berman Tower Lighting Designs	2,500.00	01-430-4510	Equipment/IT Maint	77055	5/27/2021	06/30/2021
Total:	2,500.00	*Vendor Total				
Russo Power Equipment Inc.						
036290						
Roundup, Herbicide	102.98	01-445-4870	Equipment	SPI10709039	6/4/2021	06/30/2021
Fuel Pump, Hand Saw	107.97	01-445-4870	Equipment	SPI10732423	6/18/2021	06/30/2021
Total:	210.95	*Vendor Total				
Secretary of State						
002690						
Notary- Ivanyi	10.00	01-440-4799	Misc.	06212021	6/21/2021	06/30/2021
Notary- Manko	10.00	01-440-4799	Misc.	06282021	6/28/2021	06/30/2021
Total:	20.00	*Vendor Total				
SESAC, Inc.						
039390						
Music Licensing 7/1/21 - 6/30/22	162.00	15-430-4751	North Aurora Days Expenses	06232021	6/23/2021	06/30/2021
Total:	162.00	*Vendor Total				
Sign-A-Rama						
029780						
Silo Infographic Sign	577.50	01-445-4530	Public Grounds/Parks Maint	INV-16467	6/10/2021	06/30/2021
July 3rd Fireworks Signage	363.48	01-490-4758	Fireworks	INV-16567	6/20/2021	06/30/2021
July 3rd Signage (28)	313.83	01-490-4758	Fireworks	INV-16617	6/23/2021	06/30/2021
Total:	1,254.81	*Vendor Total				
Sun Life Financial						
033620						
Dental Insurance- Admin/ July 2021	292.16	01-430-4136	Dental Insurance	06162021-01	6/16/2021	06/30/2021
Dental Insurance- CommDev/ July 2021	118.43	01-441-4136	Dental Insurance	06162021-02	6/16/2021	06/30/2021
Dental Insurance- PD/ July 2021	984.28	01-440-4136	Dental Insurance	06162021-03	6/16/2021	06/30/2021
Dental Insurance- PW/ July 2021	383.64	01-445-4136	Dental Insurance	06162021-04	6/16/2021	06/30/2021
Dental Insurance- Water/ July 2021	45.74	60-445-4136	Dental Insurance	06162021-05	6/16/2021	06/30/2021
Dental Insurance- Employee/ July 2021	2,033.30	01-000-2054	Insurance Employee Reimburse	06162021-06	6/16/2021	06/30/2021
Total:	3,857.55	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Superior Asphalt Materials LLC						
031440						
Asphalt	57.19	01-445-4540	Streets & Alleys Rpr & Mtce	20210531	6/3/2021	06/30/2021
Asphalt	302.58	01-445-4540	Streets & Alleys Rpr & Mtce	20210576	6/9/2021	06/30/2021
Asphalt	49.88	01-445-4540	Streets & Alleys Rpr & Mtce	20210603	6/7/2021	06/30/2021
Asphalt	60.00	01-445-4540	Streets & Alleys Rpr & Mtce	20210620	6/14/2021	06/30/2021
Total:	469.65	*Vendor Total				
Technology Management Rev Fund						
007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2130156	6/14/2021	06/30/2021
Total:	723.32	*Vendor Total				
Thom Jungels						
039460						
Plumbing Inspections (26)	910.00	01-441-4276	Inspection Services	06252021	6/25/2021	06/30/2021
Total:	910.00	*Vendor Total				
Tim & Pam Kifer						
468142						
Water Credit Refund	23.40	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	0.75	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	24.15	*Vendor Total				
Timothy & Courtney Phelps						
468140						
Water Credit Refund	23.40	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	0.75	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	24.15	*Vendor Total				
Tracie Hochsprung						
468147						
Water Credit Refund	6.13	60-320-3340	Water Collections	06162001-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	0.30	18-320-3350	Sewer Collection	06162001-02	6/16/2021	06/30/2021
Total:	6.43	*Vendor Total				
Traffic Control & Protection						
021520						
Reflectibe Cones (100)	1,100.00	01-445-4540	Streets & Alleys Rpr & Mtce	107231	6/17/2021	06/30/2021
Well #5 Address Signs	160.60	60-445-4565	Water Well Rpr & Mtce	107232	6/17/2021	06/30/2021
Detour Signage	95.00	01-445-4545	Traffic Signs & Signals	35092	6/15/2021	06/30/2021
Total:	1,355.60	*Vendor Total				
Village of Montgomery						
047080						
Leads 6/17 - 3/21	20,202.05	01-440-4510	Equipment/IT Maint	LEAD000001	6/25/2021	06/30/2021
Leads 4/21	471.20	01-440-4510	Equipment/IT Maint	LEAD000002	6/25/2021	06/30/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	20,673.25	*Vendor Total				
Water Products Company						
001170						
Saw Blade	176.00	60-445-4568	Watermain Rprs. & Rplcmts.	0303315	6/11/2021	06/30/2021
Total:	176.00	*Vendor Total				
Water Resources						
010380						
PIT MIUs For Meters	700.00	60-445-4480	New Meters,rprs. & Rplcmts.	34841	6/22/2021	06/30/2021
Total:	700.00	*Vendor Total				
Wayne Schricker						
468145						
Water Credit Refund	19.19	60-320-3340	Water Collections	06162021-01	6/16/2021	06/30/2021
Sewer Maint Credit Refund	0.58	18-320-3350	Sewer Collection	06162021-02	6/16/2021	06/30/2021
Total:	19.77	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint/ June 2021	200.00	01-430-4512	Website Maintenance	30264	6/3/2021	06/30/2021
Total:	200.00	*Vendor Total				
Weilandt Legal Document Svcs.						
038240						
CE Adjudication Hearings	45.00	01-441-4260	Legal	2021-0619	6/19/2021	06/30/2021
Total:	45.00	*Vendor Total				
Report Total:	103,505.23					

Accounts Payable

To Be Paid Proof List

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Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
AIM						
046510						
Flex 125- May 2021	161.00	01-430-4267	Finance Services	00034468	6/1/2021	07/19/2021
Total:	161.00	*Vendor Total				
Commonwealth Edison						
000330						
Street Lights/ 4 S. Willowway	100.72	10-445-4660	Street Lighting and Poles	0146092024	6/8/2021	07/19/2021
Total:	100.72	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Alignment & Ball Joint- Truck #174	383.00	01-445-4511	Vehicle Repair and Maint	235893	4/5/2021	07/19/2021
Total:	383.00	*Vendor Total				
David Korf						
468150						
Mailbox Reimbursment- 573 Western Dr	79.99	01-445-4799	Misc. Expenditures	07142021	7/14/2021	07/19/2021
Total:	79.99	*Vendor Total				
Engineering Enterprises, Inc.						
467917						
Orchard Gateway Phase 1 Design	8,930.25	21-450-4255	Engineering	71070	3/23/2021	07/19/2021
RRA/ ERP Study	2,199.75	60-445-4255	Engineering	71071	3/23/2021	07/19/2021
Total:	11,130.00	*Vendor Total				
FOX METRO						
045480						
Sewer Bill- VH	91.42	01-445-4662	Utility	N02-0164	6/28/2021	07/19/2021
Sewer Bill- PW Garage	26.12	01-445-4662	Utility	N02-5182	6/28/2021	07/19/2021
Sewer Bill- PD	58.77	01-445-4662	Utility	N02-5784	6/28/2021	07/19/2021
Total:	176.31	*Vendor Total				
Kentwood Office Furniture Inc						
468151						
Chairs (4)	1,757.60	01-440-4870	Equipment	317023-0	5/27/2021	07/19/2021
Total:	1,757.60	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Mayra Mascorro						
468153						
Mailbox Replacement- 506 Magnolia Dr.	100.00	01-445-4799	Misc. Expenditures	07142021	7/14/2021	07/19/2021
	<hr/>					
Total:	100.00	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Engineering Svcs- New Tower Add'l Revisions	1,950.00	60-472-4255	Engineering	27970A	7/2/2021	07/19/2021
Engineering Svcs- T-Mobile East Tower Upgrd	277.50	90-000-E256	Insite-Butterfield-TMobile	27986	7/2/2021	07/19/2021
Engineering Svcs- Verizon Auto Mall Tower U	222.00	90-000-E221	Insite RE Inc - Verizon Cell	27987	7/2/2021	07/19/2021
	<hr/>					
Total:	2,449.50	*Vendor Total				
WBK Engineering, LLC						
467655						
Engineering Svcs- Randall Crossing Mixed Us	2,335.22	90-000-E056	Randall Crossing Mixed Use	22113	6/23/2021	07/19/2021
Engineering Svcs- Ice Cream Development	1,483.50	90-000-E258	TCD -Logistics Ice Cream Dr	22114	6/23/2021	07/19/2021
Engineering Svcs- Casey's	279.50	90-000-E259	Casey's - SW Randall & Oak	22116	6/23/2021	07/19/2021
	<hr/>					
Total:	4,098.22	*Vendor Total				
<hr/>						
Report Total:	20,436.34					

Accounts Payable

To Be Paid Proof List

User: ablasr
 Printed: 07/15/2021 - 11:33AM
 Batch: 00502.07.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aflac						
030540						
AFLAC- June 2021	80.48	01-000-2053	AFLAC	293698	6/26/2021	07/19/2021
Total:	80.48	*Vendor Total				
APWA						
031630						
Membership Renewal- Richter	215.00	01-445-4390	Dues & Meetings	07022021	7/2/2021	07/19/2021
Total:	215.00	*Vendor Total				
B & F Construction						
015600						
SFR Plan Review	1,084.40	01-441-4276	Inspection Services	56621	6/24/2021	07/19/2021
Plan Review- Run-A-Way	1,625.00	01-441-4276	Inspection Services	56632	6/25/2021	07/19/2021
Total:	2,709.40	*Vendor Total				
Brown & Brown Of Illinois, Inc.						
000520						
Notary- Kerlin	30.00	01-440-4799	Misc.	07082021	7/8/2021	07/19/2021
Total:	30.00	*Vendor Total				
Call One						
043480						
25 E State Street Lines	87.86	01-430-4652	Phones and Connectivity	418649-01	6/15/2021	07/19/2021
25 E State Street Lines	87.87	01-441-4652	Phones and Connectivity	418649-02	6/15/2021	07/19/2021
25 E State Street Lines	87.87	01-445-4652	Phones and Connectivity	418649-03	6/15/2021	07/19/2021
25 E State Street Lines	87.87	60-445-4652	Phones and Connectivity	418649-04	6/15/2021	07/19/2021
314 Butterfield Rd Lines	3.21	01-445-4652	Phones and Connectivity	418649-05	6/15/2021	07/19/2021
200 S Lincoln Lines	61.00	01-440-4652	Phones and Connectivity	418649-06	6/15/2021	07/19/2021
Total:	415.68	*Vendor Total				
Carus Corporation						
033300						
Totes Of HMO Chems	4,411.02	60-445-4437	Chlorine	SLS 1009311	6/25/2021	07/19/2021
Total:	4,411.02	*Vendor Total				
Certified Laboratories Division						
048600						
Aerosol & Curust- PW Garage	658.22	01-445-4511	Vehicle Repair and Maint	7420107	6/29/2021	07/19/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	658.22	*Vendor Total				
Cintas Corporation						
041590						
Towel & Rug Cleaning	32.55	01-445-4520	Public Buildings Rpr & Mtce	4087863508	6/22/2021	07/19/2021
First Aid Kit- PW Garage	69.41	01-445-4870	Equipment	5067154208	6/28/2021	07/19/2021
Total:	101.96	*Vendor Total				
Commonwealth Edison						
000330						
Well #9 5/18 - 6/17	5,277.77	60-445-4662	Utility	0543120261	6/18/2021	07/19/2021
Total:	5,277.77	*Vendor Total				
Creekside Compost, LLC						
467909						
Dirt	87.50	01-445-4540	Streets & Alleys Rpr & Mtce	21-06-1123-0	6/21/2021	07/19/2021
Dirt	87.50	60-445-4568	Watermain Rprs. & Rplcmnts.	21-06-1123-0	6/21/2021	07/19/2021
Dirt	462.50	01-445-4540	Streets & Alleys Rpr & Mtce	21-06-1140-0	6/21/2021	07/19/2021
Dirt	462.50	60-445-4568	Watermain Rprs. & Rplcmnts.	21-06-1140-0	6/21/2021	07/19/2021
Total:	1,100.00	*Vendor Total				
D&A Powertrain Components, INC						
467649						
Hydraulic Fluid	198.25	01-445-4511	Vehicle Repair and Maint	237112	6/14/2021	07/19/2021
Total:	198.25	*Vendor Total				
DACRA Adjudication Systems						
467842						
Adjudication- June 2021	1,850.00	01-440-4510	Equipment/IT Maint	DT 2021-06-2	6/30/2021	07/19/2021
Total:	1,850.00	*Vendor Total				
Energenecs, Inc						
035320						
Spare Radio For Wells- TPs	471.00	60-445-4567	Treatment Plant Repair/Maint	0042291-IN	6/24/2021	07/19/2021
Well #5 VFD Install	3,287.50	60-445-4875	Capital Improvements	0042293-IN-0	6/25/2021	07/19/2021
Well #7 VFD Install	3,287.50	60-445-4875	Capital Improvements	0042293-IN-0	6/25/2021	07/19/2021
Total:	7,046.00	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability- August 2021	365.94	01-000-2057	Short-Term Disability	07132021	7/13/2021	07/19/2021
Total:	365.94	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	4,032.02	71-000-1340	Gas/Diesel Escrow	3797145	6/23/2021	07/19/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	4,032.02	*Vendor Total				
Fox Metro						
029650						
New Service Inspections- June 2021	150.00	60-445-4480	New Meters,rprs. & Rplemts.	07022021	7/2/2021	07/19/2021
Total:	150.00	*Vendor Total				
Fox Valley Park District						
001500						
Payment Of Escrow Through May 31, 2021	781,435.24	91-000-2233	FVPD Escrow	07122021	7/12/2021	07/19/2021
Total:	781,435.24	*Vendor Total				
Fulton Siren Services						
467664						
Warning Siren Maintenance	3,096.81	01-445-4520	Public Buildings Rpr & Mtce	2011	7/7/2021	07/19/2021
Total:	3,096.81	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
RTU 3 & 4 Maint- PD	640.00	01-445-4520	Public Buildings Rpr & Mtce	40771	6/28/2021	07/19/2021
RTU 7 Repair- PD	179.00	01-445-4520	Public Buildings Rpr & Mtce	40792	6/28/2021	07/19/2021
Total:	819.00	*Vendor Total				
ILCMA						
019310						
Job Ad	50.00	01-430-4506	Publishing/Advertising	2917	7/12/2021	07/19/2021
Total:	50.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Health Insurance- PD/ July 2021	37,171.30	01-440-4130	Health Insurance	07132021-01	7/13/2021	07/19/2021
Health Insurance- Admin/ July 2021	8,223.09	01-430-4130	Health Insurance	07132021-02	7/13/2021	07/19/2021
Health Insurance- CommDev/ July 2021	3,259.19	01-441-4130	Health Insurance	07132021-03	7/13/2021	07/19/2021
Health Insurance- PW/ July 2021	13,026.32	01-445-4130	Health Insurance	07132021-04	7/13/2021	07/19/2021
Health Insurance- Water/ July 2021	7,727.88	60-445-4130	Health Insurance	07132021-05	7/13/2021	07/19/2021
Health Insurance- Retirees/ July 2021	1,928.68	01-000-2055	Payroll Deductions	07132021-06	7/13/2021	07/19/2021
Health Insurance- Police Pension/ July 2021	2,333.36	01-000-2055	Payroll Deductions	07132021-07	7/13/2021	07/19/2021
Life Insurance- PD/ July 2021	109.56	01-440-4135	Life Insurance	07132021-08	7/13/2021	07/19/2021
Life Insurance- PW/ July 2021	39.84	01-445-4135	Life Insurance	07132021-09	7/13/2021	07/19/2021
Life Insurance- Admin/ July 2021	19.92	01-430-4135	Life Insurance	07132021-10	7/13/2021	07/19/2021
Life Insurance- CommDev/ July 2021	13.28	01-441-4135	Life Insurance	07132021-11	7/13/2021	07/19/2021
Life Insurance- Water/ July 2021	16.60	60-445-4135	Life Insurance	07132021-12	7/13/2021	07/19/2021
Vision/ July 2021	707.80	01-000-2056	VSP - Employee Contributions	07132021-13	7/13/2021	07/19/2021
Voluntary Life/ July 2021	373.17	01-000-2052	Voluntary Life Insurance	07132021-14	7/13/2021	07/19/2021
Total:	74,949.99	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Janco Chemical Supply, Inc						
000660						
Paper Towels	101.20	01-445-4521	Mosquito Control	284997	6/28/2021	07/19/2021
Total:	101.20	*Vendor Total				
Kane County Clerk						
024970						
Notary- Fisher	11.00	01-440-4799	Misc.	41387	6/24/2021	07/19/2021
Total:	11.00	*Vendor Total				
Kiesler's Police Supply, Inc.						
039910						
Riot Shields	752.25	01-440-4870	Equipment	IN169752	7/6/2021	07/19/2021
Total:	752.25	*Vendor Total				
Konica Minolta						
024860						
AP Printer Maint 6/21 - 7/20	8.25	01-430-4411	Office Expenses	9007849358	6/22/2021	07/19/2021
Total:	8.25	*Vendor Total				
Lauderdale Electric, Inc.						
468103						
Locate- Hansen & Orchard Gateway	290.00	10-445-4661	Street Light Repair/Maint	7872-F	6/23/2021	07/19/2021
Total:	290.00	*Vendor Total				
MDS Technologies, Inc.						
467635						
2021 PCI Study	7,070.00	21-450-4255	Engineering	21602	7/2/2021	07/19/2021
Total:	7,070.00	*Vendor Total				
Menards						
016070						
Plates, Forks, Custodial Supplies- PW Garage	45.30	01-445-4411	Office Expenses	66433	6/25/2021	07/19/2021
TP Chem Sprayers & Misc Supplies	104.53	60-445-4567	Treatment Plant Repair/Maint	66681	6/30/2021	07/19/2021
Total:	149.83	*Vendor Total				
Metro West COG						
032210						
Legislative Meeting- 5 Attendees	150.00	01-410-4390	Dues & Meetings	4486	7/7/2021	07/19/2021
Total:	150.00	*Vendor Total				
METRONET						
467874						
Phone, Internet 6/24 - 7/23	776.58	01-430-4652	Phones and Connectivity	06242021-01	6/24/2021	07/19/2021
Phone, Internet 6/24 - 7/23	641.84	01-445-4652	Phones and Connectivity	06242021-02	6/24/2021	07/19/2021
Phone, Internet 6/24 - 7/23	726.14	60-445-4652	Phones and Connectivity	06242021-03	6/24/2021	07/19/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Phone, Internet 6/24 - 7/23	577.57	01-441-4652	Phones and Connectivity	06242021-04	6/24/2021	07/19/2021
Phone, Internet 6/24 - 7/23	1,764.39	01-440-4652	Phones and Connectivity	06242021-05	6/24/2021	07/19/2021
Phone, Internet- Silo 6/24 - 7/23	92.20	01-430-4652	Phones and Connectivity	06242021-06	6/24/2021	07/19/2021
Total:	4,578.72	*Vendor Total				
Miner Electronics Corporation						
3383						
Squad Parts & Service	1,117.00	01-440-4511	Vehicle Repair and Maint	271410	6/30/2021	07/19/2021
Total:	1,117.00	*Vendor Total				
Municode						
038650						
Code Ordinance Supplemental Pages	220.07	01-410-4260	Legal	0036082	6/24/2021	07/19/2021
Total:	220.07	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Vehicle Parts- Squad #61	317.64	01-440-4511	Vehicle Repair and Maint	382376	6/11/2021	07/19/2021
Parts- Truck #183	179.52	60-445-4511	Vehicle Repair and Maint	382775	6/16/2021	07/19/2021
Brake Parts- Truck #183	165.23	60-445-4511	Vehicle Repair and Maint	382798	6/16/2021	07/19/2021
Battery & Deposit	122.92	01-445-4511	Vehicle Repair and Maint	383295	6/22/2021	07/19/2021
Primer	14.98	01-445-4511	Vehicle Repair and Maint	383298	6/22/2021	07/19/2021
Windshield Wash- PW	8.93	01-445-4511	Vehicle Repair and Maint	383368	6/23/2021	07/19/2021
Squad Parts	167.02	01-440-4511	Vehicle Repair and Maint	383503	6/24/2021	07/19/2021
Squad Parts	3.77	01-440-4511	Vehicle Repair and Maint	383505	6/24/2021	07/19/2021
Total:	980.01	*Vendor Total				
Office Depot						
039370						
Office Supplies	4.90	01-430-4411	Office Expenses	17613979900	6/7/2021	07/19/2021
Office Supplies	48.57	01-445-4411	Office Expenses	17613979900	6/7/2021	07/19/2021
Office Supplies	12.50	01-430-4411	Office Expenses	17739356500	6/9/2021	07/19/2021
Office Supplies	12.50	01-445-4411	Office Expenses	17739356500	6/9/2021	07/19/2021
Office Supplies	12.50	60-445-4411	Office Expenses	17739356500	6/9/2021	07/19/2021
Office Supplies	12.50	01-441-4411	Office Expenses	17739356500	6/9/2021	07/19/2021
Office Supplies	44.87	01-445-4411	Office Expenses	17792359300	6/8/2021	07/19/2021
Office Supplies	3.87	01-430-4411	Office Expenses	17792359300	6/8/2021	07/19/2021
Office Supplies	3.87	60-445-4411	Office Expenses	17792359300	6/8/2021	07/19/2021
Office Supplies	3.87	01-441-4411	Office Expenses	17792359300	6/8/2021	07/19/2021
Toner- Water	224.61	60-445-4411	Office Expenses	17815725700	6/23/2021	07/19/2021
Office Supplies	9.17	01-430-4411	Office Expenses	17967392700	6/18/2021	07/19/2021
Office Supplies	9.17	01-445-4411	Office Expenses	17967392700	6/18/2021	07/19/2021
Office Supplies	9.17	60-445-4411	Office Expenses	17967392700	6/18/2021	07/19/2021
Office Supplies	9.18	01-441-4411	Office Expenses	17967392700	6/18/2021	07/19/2021
Total:	421.25	*Vendor Total				
Ronald R. Lemen						
030560						
50% Dep For Stage 9/18	2,250.00	15-430-4751	North Aurora Days Expenses	06092021	6/9/2021	07/19/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	2,250.00	*Vendor Total				
Russo Power Equipment Inc.						
036290						
Handheld Blower	199.00	01-445-4870	Equipment	SPI10743026	6/25/2021	07/19/2021
Total:	199.00	*Vendor Total				
Sebert Landscaping						
032840						
CE Abatement Mow	225.00	01-441-4531	Grass Cutting	S537539	7/12/2021	07/19/2021
Total:	225.00	*Vendor Total				
Sign Rescue Inc						
468154						
Graphics Removal- 3 Vehicles	1,200.00	01-440-4511	Vehicle Repair and Maint	INV-106	7/15/2021	07/19/2021
Total:	1,200.00	*Vendor Total				
Traffic Control & Protection						
021520						
Speed And Left Turn Signs	652.85	01-445-4545	Traffic Signs & Signals	107049	5/25/2021	07/19/2021
Total:	652.85	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone 6/13 - 7/12	36.01	01-430-4652	Phones and Connectivity	9881864925-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	46.39	01-445-4652	Phones and Connectivity	9881864925-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	68.76	01-440-4652	Phones and Connectivity	9881864925-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	69.30	01-430-4652	Phones and Connectivity	9881864926-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	158.21	01-445-4652	Phones and Connectivity	9881864926-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	79.61	60-445-4652	Phones and Connectivity	9881864926-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	69.30	01-441-4652	Phones and Connectivity	9881864926-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	216.11	01-440-4652	Phones and Connectivity	9881864926-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	144.90	01-430-4652	Phones and Connectivity	9881864927-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	118.96	01-445-4652	Phones and Connectivity	9881864927-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	118.96	60-445-4652	Phones and Connectivity	9881864927-C	6/12/2021	07/19/2021
Cell Phone 6/13 - 7/12	231.27	01-440-4652	Phones and Connectivity	9881864927-C	6/12/2021	07/19/2021
Total:	1,357.78	*Vendor Total				
Weldstar Company						
014090						
Air Tank Rental	160.08	60-445-4565	Water Well Rpr & Mtce	0001972168	6/24/2021	07/19/2021
Total:	160.08	*Vendor Total				
Report Total:	910,887.07					

19-Jul-21

Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	DATE	AMOUNT
Mark Gaffino	Metro West June Meeting	Expense	6/24/2021	\$ 30.00
Mark Carroll	Metro West June Meeting	Expense	6/25/2021	\$ 30.00
Mark Guethle	Metro West June Meeting	Expense	6/26/2021	\$ 30.00
Carolyn Bird Salazar	Metro West June Meeting	Expense	6/27/2021	\$ 30.00

TOTAL \$ 120.00



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

If any travel expense(s) or reimbursement requests exceed the maximum allowable amounts per policy, they must be approved by a roll call vote of the Village Board. All Village Board Members expense(s) or reimbursements must be approved by a roll call vote of the Village Board.

Training / Travel Information			
Name: <u>Mark Gaffino, Mark Guethle, Mark Carroll, Carolyn Salzer</u>		Event: <u>Midwest 332</u>	
Position: <u>Village President</u>		Purpose: <u>Legislative Networking</u>	
Date From: <u>6-24-21</u>	Date To: <u>6-24-21</u>	Method of Travel:	
Destination: <u>Lions Park, Elburn</u>		Zip Code:	
Department: <u>Legislative</u>		GL Account Number: <u>01.410.4390</u>	

Expense Information (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)				
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates can be found on gsa.gov The Village uses the total daily federal per diem rates to determine the maximum allowable meals and incidentals charged to an employee's purchasing card. (Receipts are always required) Alcohol is not an eligible expense for reimbursement See part day limits under the excerpt M&IE section (flip side)
Transportation To/From Event				
Lodging				
Transportation During Event				
Registration	<u>120</u>	<u>120</u>		
Meal & Tips / Gratuities				
Miscellaneous				
Describe Miscellaneous:				
TOTAL EXPENSES	<u>120</u>	<u>120</u>		

Signatures			
By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.			
Estimate Expense Approval			
Employee	<u>[Signature]</u>	<u>NS</u>	Date <u>6-20-21</u>
Immediate Supv:			Date
Executive Asst.:	<u>[Signature]</u>		Date <u>6-24-21</u>
Actual Expense Approval			
Employee	<u>[Signature]</u>	<u>NS</u>	Date <u>7-7-21</u>
Dept. Head:			Date
Executive Asst.:	<u>[Signature]</u>		Date <u>7-7-21</u>

Do any **actual expense(s)** or **reimbursable requests** exceed the maximum allowable amounts per policy? ☐ No ☐ Yes If Yes, Explain Below

Village Board Roll Call Vote Approval, if necessary: ☐ YEA ☐ NAY Date _____

Village of North Aurora Memorandum



To: President and Board of Trustees

From: Bill Hannah, Finance Director

Date: July 7, 2021

CC: Steve Bosco, Village Administrator

RE: Ordinance Authorizing Disposal of Surplus Property

As the Village purchases new vehicles and equipment the vehicles or equipment that are eventually not needed anymore are then sold through auction, direct selling of that vehicle or equipment to a third party, or disposed of in a responsible manner.

State statutes prescribe a procedure to follow which requires an ordinance to be passed declaring property as surplus. Specifically, the statutes say that whenever a municipality owns personal property and determines that it:

“...is no longer necessary or useful to, or for the best interests of the city or village, such a majority of the corporate authorities then holding office, at any regular meeting or at any special meeting called for that purpose, (1) by ordinance may authorize the sale of that personal property in such manner as they may designate, with or without advertising the sale, or (2) may authorize any municipal officer to convert that personal property into some other form that is useful to the city or village by using the material in the personal property, or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article.”

The attached Exhibit “A” lists the vehicles/equipment which need to be declared as surplus and brought to auction, direct sell or other sale format. The Village has adopted through its Purchasing Policy the ability for staff to sell, dispose, recycle or donate any items with an estimated value of \$500 or less without having to get Board approval to declare them as surplus. The items in the attached list are estimated to exceed that threshold.

Ordinance No. _____

An Ordinance Authorizing the Sale or Disposition of Surplus Personal Property

WHEREAS, President and the Trustees of the Village of North Aurora (the “Village”) have determined that certain personal property listed on the document attached hereto and incorporated herein as Exhibit “A” is no longer necessary or useful to, or for the best interests of the Village to own; and

WHEREAS, the Village has the authority to sell surplus personal property pursuant to 65 ILCS 5/11-76-4; and

WHEREAS, it is in the best interests of the Village to proceed with the sale and/or disposal of said surplus personal property.

NOW, THEREFORE, BE IT RESOLVED by the President and the 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 Village Administrator is hereby authorized and directed to sell or otherwise dispose of the surplus personal property identified in Exhibit A with or without advertising for sale in such manner deemed most expedient.

3. This Ordinance shall be in full force and effect from and after its passage by no less than a majority of corporate authorities of the Village holding office.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021 A.D.

Mark Guethle _____

Mark Carroll _____

Carolyn Bird Salazar _____

Todd Niedzwieddz _____

Michael Lowery _____

Laura Curtis _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021 A.D.

Village President Mark Gaffino

ATTEST:

Village Clerk

Village of North Aurora**Property to be Auctioned, Sold or Disposed**

<u>Item</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
<u>Vehicles</u>			
2014	Chevy	Caprice	6G3NS5U26EL951563
2014	Chevy	Caprice	6G3NS5U24EL924880
2016	Ford	Explorer	1FM5K8AT1GGD30296

Equipment/IT

Village of North Aurora
Property to be Auctioned, Sold or Disposed

<u>Item</u>	<u>Make</u>	<u>Model</u>	<u>S/N</u>
--------------------	--------------------	---------------------	-------------------

**Village of North Aurora
Memorandum**



To: President and Village Board of Trustees

From: Bill Hannah, Finance Director

Date: July 12, 2021

CC: Steven Bosco, Village Administrator

RE: Budget Amendment for Current FY 2021-22 Fiscal Year

State law allows the Village to transfer funds from one TIF District to another, provided the districts share boundaries. The attached budget amendment would authorize the transfer of current TIF funds on hand and remaining to be received in the current fiscal year from the N. Lincolnway TIF Fund and the Sperry TIF Fund to the current Rt. 31 TIF Fund.

The amounts in the amendment include an estimate of remaining distributions to be received from the 2020 tax levy year, totaling about \$86,000 from the N. Lincolnway TIF Fund and \$8,800 from the Sperry TIF Fund.

Ordinance No. _____
An Ordinance Approving the 1st Budget Amendment for Fiscal Year 2021-22

WHEREAS, the Village of North Aurora has adopted the Budget Act, and approved a Budget for the 2021-22 Budget Year (hereinafter “budget year”); and

WHEREAS, the corporate authorities of the Village have the authority to revise the budget without notice as long as the revisions do not increase the total budget of the Village beyond the funds that are available.

NOW, THEREFORE, BE IT RESOLVED by the President and the 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 budget amendment summarized in the document attached hereto and incorporated herein as Exhibit “A” is hereby approved by the corporate authorities.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021 A.D.

Village President Mark Gaffino

ATTEST:

Village Clerk Jessica Watkins

<u>Fund</u>	<u>Division</u>	<u>Account</u>	<u>Account Number</u>	<u>Current Budget</u>	<u>Increase/ (Decrease)</u>	<u>Revised Budget</u>
<hr/>						
<u>Rt 31 TIF Fund</u>						
	<u>Transfers In</u>					
	Transfers In	Transfer From Sperry TIF Fund	12.395.3981	-	8,800	8,800
	Transfers In	Transfer From N Lincolnway TIF Fund	12.395.3980	-	86,000	86,000
		TOTAL			94,800	
<hr/>						
<u>Sperry TIF Fund</u>						
	<u>Transfers Out</u>					
	Transfers Out	Transfer to Rt 31 TIF Fund	13.430.4952	-	8,800	8,800
		TOTAL			8,800	
<hr/>						
<u>N. Lincolnway TIF Fund</u>						
	<u>Transfers Out</u>					
	Transfers Out	Transfer to Rt 31 TIF Fund	20.430.4952	-	86,000	86,000
		TOTAL			86,000	

**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: DISSOLUTION OF THE NORTH LINCOLNWAY AND SPERRY TAX
INCREMENT FINANCING DISTRICTS & DISCONNECTION OF ROUTE 31 TIF
PROPERTIES NORTH OF I-88
AGENDA: JULY 19, 2021 REGULAR VILLAGE BOARD MEETING

ITEMS

- 1) Ordinance designating surplus TIF funds and terminating the North Lincolnway TIF Project Area in the Village of North Aurora
- 2) Ordinance designating surplus TIF funds and terminating the Sperry TIF Project Area in the Village of North Aurora
- 3) Ordinance removing parcels from the North Aurora Route 31 Tax Increment Financing District

DISCUSSION

The Village is currently in the process of fulfilling the statutory requirements for the creation of the North Aurora United Tax Increment Financing District. The United TIF District redevelopment project area would include properties that have historically not been located in any TIF District and also properties included in existing TIF Districts, namely the North Lincolnway District and Sperry TIF District.

In order to add the properties located in the North Lincolnway and Sperry TIF Districts to the United TIF District, those TIF Districts must first be dissolved. Per the subject Ordinances, the North Lincolnway TIF Project Area and Sperry TIF Project Area would be terminated immediately and then become part of the North Aurora United Tax Increment Financing District, upon adoption of the United TIF Financing District.

As the current Route 31 TIF District will remain south of I-88, any parcels in the existing Route 31 District north of I-88 need to be removed from the Route 31 TIF District. The third Ordinance for consideration would remove those parcels located north of I-88 currently located in the Route 31 TIF District to be included in the United TIF District, upon its adoption.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE DESIGNATING SURPLUS TIF FUNDS AND TERMINATING
THE NORTH LINCOLNWAY TIF PROJECT AREA
IN THE VILLAGE OF NORTH AURORA**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2021
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**ORDINANCE DESIGNATING SURPLUS TIF FUNDS AND TERMINATING
THE NORTH LINCOLNWAY TIF PROJECT AREA
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the Village of North Aurora approved Ordinance No. 11-10-17-01 Approving the North Lincolnway TIF Redevelopment Plan and Project (the “(TIF Project”), Ordinance No. 11-10-17-02 Designating the North Lincolnway Redevelopment Project Area (the “TIF Project Area”), and Ordinance No. 11-10-17-03 Adopting Tax Increment Financing for the North Lincolnway Redevelopment Project Area creating the North Lincolnway TIF in accordance with the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"); and

WHEREAS, incremental real estate taxes derived from the Project Area have thereafter been distributed to the Village for deposit into a segregated fund for the TIF Project Area (the “TIF Fund”), as required by the TIF Act; and

WHEREAS, the corporate authorities of the Village of North Aurora have determined that dissolution of the North Lincolnway Redevelopment Project Area is in the best interests if the Village of North Aurora; and

WHEREAS, the TIF Act requires that any surplus funds in the TIF Fund not required, pledged, earmarked, or otherwise designated for payment of any outstanding obligations and anticipated redevelopment project costs shall be deemed to be surplus funds and shall be distributed to the affected Taxing Districts.

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. Those funds in the TIF Fund which are not required, pledged, earmarked or otherwise designated for the payment of outstanding obligations are hereby declared as surplus and the Village Finance Director is hereby authorized and directed to distribute such funds to the County Collector for the purpose of distributing those funds to the affected taxing districts in the same manner and proportion as the most recent distribution by the County Collector to the taxing districts of real property taxes from real property in the Project Area.
3. The North Lincolnway Project Area is hereby dissolved and terminated immediately.
4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining

VILLAGE OF NORTH AURORA

portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

5. Conflict. All parts of the North Aurora Municipal Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and all other provisions of the North Aurora Municipal Code and all other existing ordinances shall otherwise remain in full force and effect.

6. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**ORDINANCE DESIGNATING SURPLUS TIF FUNDS AND TERMINATING
THE SPERRY TIF REDEVELOPMENT PROJECT AREA
IN THE VILLAGE OF NORTH AURORA**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2021
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**ORDINANCE DESIGNATING SURPLUS TIF FUNDS AND TERMINATING
THE SPERRY TIF REDEVELOPMENT PROJECT AREA
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the Village of North Aurora approved Ordinance No. 04-12-01-03 Designating the Sperry TIF Redevelopment Project Area (the “(TIF Project Area”)), Ordinance No. 04-12-01-04 Ordinance Approving the Sperry TIF Redevelopment Plan and Project (the “TIF Project”), and Ordinance No. 04-12-01-05 Adopting Tax Increment Financing for the Sperry TIF Redevelopment Project Area in accordance with the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, et seq., as from time to time amended (the "TIF Act"); and

WHEREAS, incremental real estate taxes derived from the Project Area have thereafter been distributed to the Village for deposit into a segregated fund for the TIF Project Area (the “TIF Fund”), as required by the TIF Act; and

WHEREAS, the corporate authorities of the Village of North Aurora have determined that dissolution of the Sperry TIF Redevelopment Project Area is in the best interests if the Village of North Aurora; and

WHEREAS, the TIF Act requires that any surplus funds in the TIF Fund not required, pledged, earmarked, or otherwise designated for payment of any outstanding obligations and anticipated redevelopment project costs shall be deemed to be surplus funds and shall be distributed to the affected Taxing Districts.

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. Those funds in the TIF Fund which are not required, pledged, earmarked or otherwise designated for the payment of outstanding obligations are hereby declared as surplus and the Village Finance Director is hereby authorized and directed to distribute such funds to the County Collector for the purpose of distributing those funds to the affected taxing districts in the same manner and proportion as the most recent distribution by the County Collector to the taxing districts of real property taxes from real property in the Project Area.
3. The Sperry TIF Redevelopment Project Area is hereby dissolved and terminated immediately.
4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it

VILLAGE OF NORTH AURORA

would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

5. Conflict. All parts of the North Aurora Municipal Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and all other provisions of the North Aurora Municipal Code and all other existing ordinances shall otherwise remain in full force and effect.

6. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**AN ORDINANCE REMOVING PARCELS FROM THE NORTH AURORA
ROUTE 31 TAX INCREMENT FINANCING DISTRICT**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2021
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**AN ORDINANCE REMOVING PARCELS FROM THE NORTH AURORA
ROUTE 31 TAX INCREMENT FINANCING DISTRICT**

WHEREAS, the Village of North Aurora (the “Village”) desires to adopt Tax Increment Financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* (the “Act”) with respect to the North Aurora United Redevelopment Project Area (the “Redevelopment Project Area”); and

WHEREAS, certain parcels intended to be included within the North Aurora United Redevelopment Project Area are currently located within the North Aurora Rt. 31 Redevelopment Project Area; and

WHEREAS, the Village intends to remove certain parcels from the existing North Aurora Rt. 31 Redevelopment Project Area so that they can be included into the North Aurora United Redevelopment Project Area; and

WHEREAS, certain projects are currently planned for the area in which the properties to be removed and disconnected from the Route 31 Redevelopment Project Area that will be added to the North Aurora United Redevelopment Project Area, including, but not necessarily limited to, completion of the sidewalk along Route 31, demolition of the 19 S. Lincolnway building and other buildings that are blighted and not economically feasible to restore, expansion and improvement of the intersection at Route 31 and Airport Road, acquisition of targeted properties, and TIF façade grants that are pending or anticipated; and

WHEREAS, the Village anticipates the potential need to borrow from or use funds currently in the Route 31 Redevelopment Project Area TIF allocation fund for these projects that will be undertaken in the future in the United Redevelopment Project Area, as deemed necessary or appropriate.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: The forgoing recitals are a material part of this Ordinance and are incorporated into this Section as if they were fully set forth in this Section.

SECTION 2: All the parcels located in the existing North Aurora Rt. 31 Redevelopment Project Area shall remain, except for the following parcels that are hereby removed and disconnected from the North Aurora Rt. 31 Redevelopment Project Area:

1504205032	1504205035	1504205036	1504205038	1504205039	1504205040
1504205041	1504205042	1504205044	1504205045	1504205046	1504254017
1504254018	1504254019	1504254020	1504254021	1504254022	1504254024
1504255002	1504255003	1504255004	1504255005	1504255006	1504255007
1504255008	1504255009	1504255010	1504255012	1504255013	1504255014
1504255016	1504255017	1504255018	1504255027	1504255029	1504255030
1504255034	1504255035	1504255038	1504255039	1504255040	1504256001
1504256003	1504256004	1504256005	1504256006	1504256007	1504256008

VILLAGE OF NORTH AURORA

1504256014	1504256016	1504256017	1504276001	1504276002	1504276009
1504276012	1504276013	1504276014	1504351014	1504351024	1504401002
1504401003	1504401013	1504401015	1504401019	1504401020	1504401021
1504426001	1504426002	1504426003	1504426004	1504426005	1504426006
1504426010	1504426011	1504426012	1504426013	1504426017	1504426018
1504426019	1504426020	1504426021	1504426022	1504427013	1504451009
1504476002	1504476003	1504476004	1504476005	1504476006	1504476007
1504476008	1504476009	1504476010	1504476011	1504476012	1504476017
1504477001	1504477002	1504477003	1504477012	1504477013	

SECTION 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4. All parts of the North Aurora Municipal Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and all other provisions of the North Aurora Municipal Code and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird-Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: NORTH AURORA UNITED TAX INCREMENT FINANCING DISTRICT
AGENDA: JULY 19, 2021 REGULAR VILLAGE BOARD MEETING

ITEMS

- 1) Ordinance designating the North Aurora United TIF Redevelopment Project Area
- 2) Ordinance approving the North Aurora United TIF Redevelopment Plan and Project
- 3) Ordinance adopting tax increment financing for the North Aurora United TIF Redevelopment Project Area

DISCUSSION

The attached Ordinances are required per the Tax Increment Allocation Redevelopment Act for the adoption of the North Aurora United Tax Increment Financing District. The information included within is the result of a planning process involving input from the Village Board, as part of previous committee discussions, and also input from the public and the affected taxing districts through a number of public meetings required per the Act.

The first Ordinance for consideration defines the North Aurora United TIF Redevelopment Project Area, the boundaries of which can be found in Exhibit B in the approving Ordinance and legally described in Exhibit A.

Teska and Associates, Inc., the Village's TIF consulting firm, assisted with the completion of the North Aurora United TIF Redevelopment Plan and Project (the "Redevelopment Plan"). This report documents the Tax Increment Redevelopment Plan and Program for the Village of North Aurora United Tax Increment Financing District Project Area. The Redevelopment Plan seeks to respond to a number of deficiencies, challenges and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the Village to improve and revitalize the Project Area. This document is intended to provide a framework for improvements and reinvestment within the Project Area over the next 23 years. The second Ordinance for consideration adopts the North Aurora United TIF Redevelopment Plan and Project.

Lastly, the third Ordinance adopting tax increment financing for the North Aurora United TIF Redevelopment Project Area, formally adopts tax increment financing for the United TIF District and directs the Village Treasurer to create a United TIF Special Allocation Fund to collect incremental taxes to pay project costs in the TIF District.

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**ORDINANCE DESIGNATING THE NORTH AURORA UNITED TIF
REDEVELOPMENT PROJECT AREA**

WHEREAS, the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), establishes the criteria for tax increment financing district eligibility as a conservation area as “...any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; environmental remediation costs impede development; decline or minimal marginal increase in equalized assessed valuation; is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area”; and

WHEREAS, the Mayor and Board of Trustees (the “Board”) of the Village of North Aurora, Kane County, Illinois (the “Village”), hereby determine that the improved area within the Village, identified and legally described in the document attached hereto and incorporated herein (the “Project Area”), by reference as Exhibit “A”, meets the requirements of the Act, for a conservation area due to the predominance and extent of: age of buildings; obsolescence; deterioration of buildings and site improvements; inadequate utilities; deleterious land use or layout; lack of community planning; and decline in equalized assessed value. In addition, the

unimproved area meets the requirements of the Act, for a blighted area due to the predominance and extent of deterioration; and decline in equalized assessed value; and

WHEREAS, it is desirable and in the best interests of the Village of North Aurora, Kane County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a redevelopment plan and redevelopment project within the boundaries of the Village and within the redevelopment project area (the “Project Area”) described in Section 2 of this Ordinance; and

WHEREAS, the Mayor and Board of Trustees of the Village (the “Board”) have determined pursuant to a TIF feasibility and eligibility study prepared by Teska Associates, Inc. for the Project Area hereinafter described, which was subject of a public hearing held on June 21, 2021, that it is now necessary and desirable to designate the Project Area as a redevelopment project area pursuant to the Act.

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

Section 1. Recitals. The recitals set forth above are incorporated into this Ordinance as material provisions thereof.

Section 2 Project Area Designated. The Project Area legally described in Exhibit “A” and identified on the boundary map attached hereto and incorporated herein as Exhibit “B” as the Project Area; and the Project Area is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act.

Section 3. Invalidity of any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect immediately upon its passage by the Board and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this ____ day of July, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this ____ day of July, 2021, A.D.

Mark Carroll	_____	Laura Curtis	_____
Mark Guethle	_____	Michael Lowery	_____
Todd Niedzwiedz	_____	Carolyn Bird-Salazar	_____

Approved and signed by me as the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this ____ day of July, 2021, A.D.

Village President, Mark Gaffino

ATTEST:

Village Clerk, Jessi Watkins

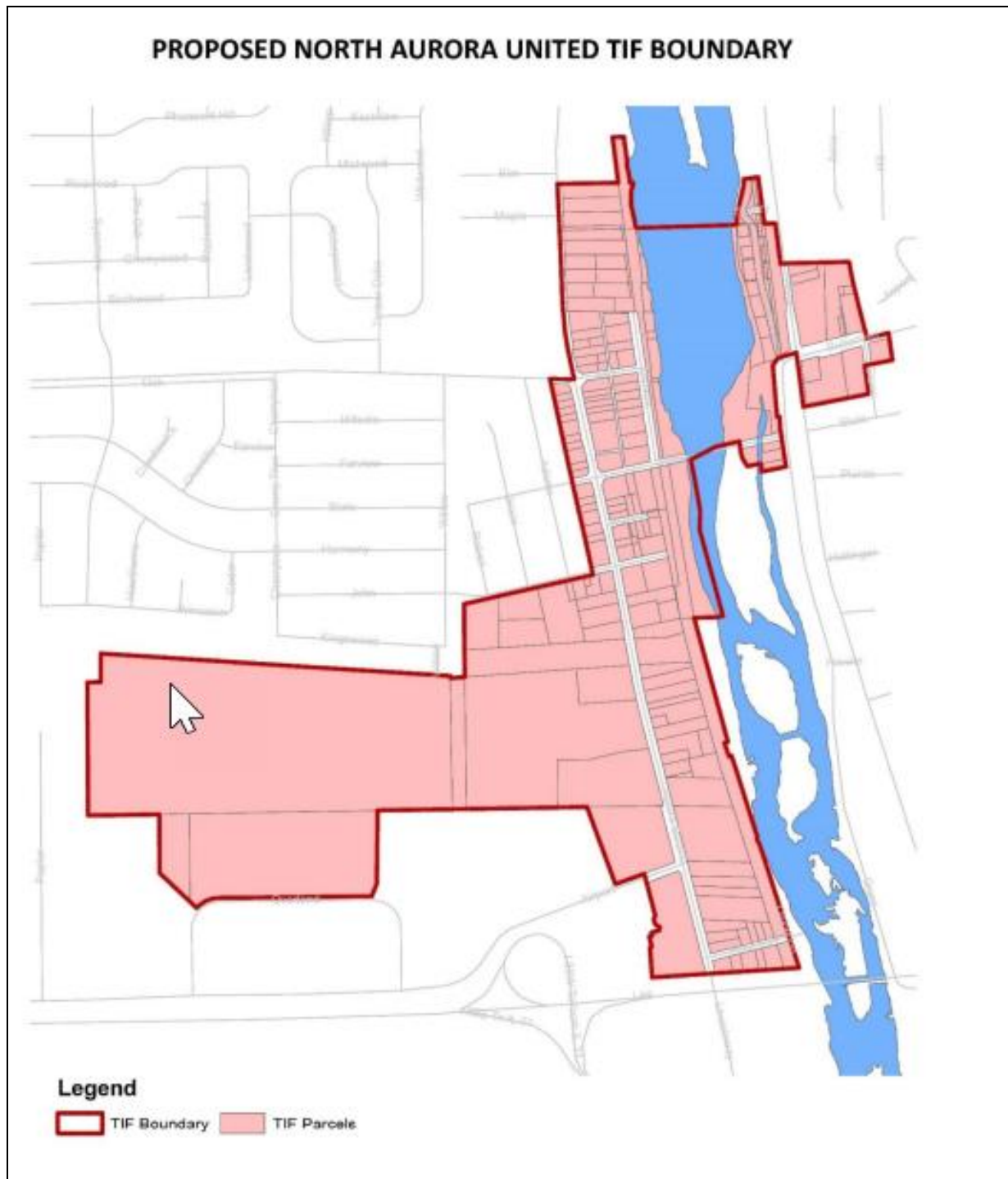
EXHIBIT A
United TIF
Legal Description

THAT PART OF SECTIONS 3 AND 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 33, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN AURORA TOWNSHIP, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED) WITH THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1570.21 FEET TO A LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO NORTH AURORA, MEASURED ALONG THE EASTERLY LINE OF SAID GRAHAM'S SUBDIVISION AND PERPENDICULAR TO SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER, A DISTANCE 22.07 FEET TO A LINE 75 FEET EAST OFF AND PARALLEL WITH SAID EASTERLY LINE OF GRAHAM'S SUBDIVISION; THENCE NORTHERLY ALONG SAID LINE 75 FEET EAST OFF AND PARALLEL WITH THE EASTERLY LINE OF GRAHAM'S, A DISTANCE OF 100 FEET; THENCE EASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.56 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 906.74 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 160.44 FEET TO THE WESTERLY SHORE LINE OF FOX RIVER; THENCE NORTHERLY MEANDERING ALONG SAID WESTERLY SHORE LINE OF FOX RIVER, A DISTANCE OF 1152.51 FEET TO THE SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ACROSS SAID STATE STREET, A DISTANCE 288.66 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF SAID STATE STREET AND THE EASTERLY SHORE LINE OF FOX RIVER; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF STATE STREET, A DISTANCE OF 101.13 FEET TO A LINE AT RIGHT ANGLE TO SAID NORTHERLY LINE OF STATE STREET AND THROUGH THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON JUNE 3, 1998; THENCE SOUTHERLY ACROSS SAID STATE STREET, A DISTANCE OF 50 FEET TO THE SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978, A DISTANCE OF 37.5 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 34.26 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 62.11 FEET TO A LINE 131.25 FEET SOUTHERLY OFF AND PARALLEL WITH SAID SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ALONG THE SOUTHERLY OF SAID PARCEL OF LAND, A DISTANCE 100.71 FEET TO THE EAST BANK OF THE FORMER MILL RACE; THENCE SOUTHERLY MEANDERING ALONG SAID EAST BANK, A DISTANCE OF 62.95 FEET TO THE SOUTH LINE OF LOT 3 OF BLOCK 15 OF A.H. STONE'S SUBDIVISION OF LOTS 15 AND 25 OF THE NORTHEAST QUARTER AND LOT A OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 180.14 FEET TO THE EASTERLY LINE OF SAID LOT 3, BEING ALSO THE WESTERLY LINE OF GRANT STREET; THENCE NORTHERLY MEANDERING ALONG THE SAID WESTERLY LINE OF GRANT STREET, A DISTANCE OF 805.91 FEET TO SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 33 AND PART OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, A DISTANCE OF 22 FEET TO THE EAST LINE OF SAID RIVERWOODS FINAL PLAT OF SUBDIVISION; THE NORTH ALONG SAID EAST LINE, A DISTANCE OF 12.62 FEET TO THE NORTH LINE OF BUTTERFIELD ROAD; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 70.90 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE SOUTHERLY A DISTANCE OF 62.91 FEET TO THE NORTHWEST CORNER OF BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA, A DISTANCE OF 352.64 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE LOT 1 IN SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTHERLY LINE OF LOT 1, A DISTANCE OF 494.94 FEET TO EASTERLY LINE OF SAID LOT 1 IN BLOCK 1; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 1, A DISTANCE OF 201.52 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 3 IN BLOCK 3 OF SAID A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY LINE OF LOT 3 IN BLOCK 3, A DISTANCE OF 200.26 FEET TO EASTERLY LINE OF SAID BLOCK 3 IN A.H. STONE'S ADDITION TO NORTH AURORA; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF BLOCK 3, A DISTANCE OF 197 FEET TO THE NORTHER LINE OF SAID BLOCK 3; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BLOCK 3, A DISTANCE OF 156.62 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN A TRUSTEE'S DEED AS DOCUMENT NO. 96K029112 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 23, 1996; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE OF 566.08 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED AS DOCUMENT NO. 2021K034030 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 30, 2021; THENCE WEST ALONG SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 457.44 FEET TO WESTERLY LINE OF A ROAD 50 FEET WIDE, NOW KNOWN AS THE NORTH AURORA AND BATAVIA ROAD ON THE EAST SIDE OF FOX RIVER; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF A ROAD 50 FEET WIDE, A DISTANCE OF 284.50 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE WEST ALONG SAID NORTH LINE OF SECTION 4, A DISTANCE OF 76.59 FEET TO THE WEST RIGHT OF WAY OF BURLINGTON NORTHERN AND SANTA FE RAILROAD, BEING ALSO THE EAST LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 332.18 FEET TO THE NORTH LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 104.13 FEET TO THE WESTERLY LINE OF RIVERWOODS FINAL PLAT SUBDIVISION; THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 39.83 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 70.22 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 162.06 FEET, THENCE SOUTH A LONG SAID WESTERLY LINE, A DISTANCE OF 107.86 FEET TO THE SOUTH LINE OF SAID SECTION 33; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 33, ACROSS FOX RIVER, A DISTANCE OF 711.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED); THENCE NORTH MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 649.66 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF RIVER FOREST ACRES, NORTH AURORA; THENCE WEST ALONG SAID EAST EXTENSION, A DISTANCE OF 80.47 FEET TO A LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID RIVER FOREST ACRES, NORTH AURORA; THENCE SOUTH ALONG SAID LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF RIVER FOREST ACRES, NORTH AURORA, A DISTANCE OF 326.29 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 4 IN RIVER FOREST ACRES, NORTH AURORA,

AFORESAID; THEN EAST ALONG SAID EAST EXTENSION, SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 431.68 FEET TO THE WESTERLY LINE RIVER FOREST ACRES, NORTH AURORA AFORESAID, BEING ALSO THE CENTERLINE OF LINCOLN WAY; THENCE SOUTH ALONG SAID CENTERLINE OF LINCOLN WAY, A DISTANCE OF 1380 FEET TO THE CENTERLINE OF OAK STREET; THENCE WEST ALONG SAID CENTERLINE OF OAK STREET; A DISTANCE OF 189.70 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF AN ALLEY LYING WEST OF LINCOLN WAY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, SAID CENTERLINE AND THE SOUTHERLY EXTENSION THEREOF, ACROSS STATE STREET, A DISTANCE OF 1427.64 FEET TO THE SOUTHERLY LINE OF JOHN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF JOHN STREET, A DISTANCE OF 901.45 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE SOUTH ALONG SAID EASTERLY LINE, A DISTANCE OF 514.84 FEET TO AN OLD CLAIM LINE FORMING A DEFLECTION ANGLE OF 92 DEGREES 49 MINUTES 29 SECONDS AND 940.59 FEET NORTH OFF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 4 (MEASURED ALONG SAID EASTERLY LINE); THENCE WESTERLY ALONG SAID OLD CLAIM LINE, A DISTANCE OF 101.56 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE NORTH ALONG SAID WESTERLY LINE, A DISTANCE OF 15.28 FEET TO A POINT 390.15 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGREES 40 MINUTES 00 SECONDS TO THE LEFT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2468.04 FEET TO A LINE 100 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 200 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO THE SAID WEST LINE OF SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 941.40 FEET TO THE NORTH LINE OF LOT 1 OF TOLLWAY PARK OF COMMERCE RESUBDIVISION NUMBER 2 IN THE VILLAGE OF NORTH AURORA; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 502.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 415.53 FEET; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 355.99 FEET TO THE NORTHWESTERLY LINE OF OVERLAND DRIVE, BEING ALSO THE SOUTHERLY LINE OF LOT 2 IN TOLLWAY PARK OF COMMERCE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 2, BEING A CURVE CONCAVED SOUTHERLY, HAVING A RADIUS OF 230 FEET, AN ARC LENGTH OF 180.71 FEET TO A POINT OF TANGENT; THENCE EAST ALONG SAID TANGENT, A DISTANCE OF 1093.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHEAST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.98 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 515.39 FEET TO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE SUBDIVISION NO. 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 550 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE EAST ALONG THE NORTH LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, A DISTANCE OF 927.48 FEET TO THE EASTERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE SOUTHEAST ALONG SAID EASTERLY LINE, A DISTANCE OF 581.49 FEET TO THE SOUTHERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, BEING ALSO THE NORTHERLY LINE OF AIRPORT ROAD; THENCE NORTHEAST ALONG SAID NORTHERLY LINE OF AIRPORT ROAD, A DISTANCE OF 216.63 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE TRUSTEE'S DEED AS DOCUMENT NO. 2008K089494 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON DECEMBER 5, 2008; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE 307.56 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING A CURVE CONCAVED EASTERLY HAVING A RADIUS OF 51.27 FEET, AN ARC LENGTH OF 89.33 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 25.1 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 58.29 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 24.57 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 21.14 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 77.49 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 15.66 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 211.77 FEET TO THE NORTHERLY LINE OF THE NORTHER ILLINOIS TOLL HIGHWAY, SAID LINE BEING 135 FEET NORTHWESTERLY OF (BY RIGHT ANGLES MEASURE) AND PARALLEL WITH THE CENTER LINE OF CONSTRUCTION; THENCE EAST ALONG SAID NORTHERLY LINE OF NORTHER ILLINOIS TOLL HIGHWAY, A DISTANCE OF 381.67 FEET TO THE WESTERLY LINE OF LINCOLN WAY; THENCE EAST ACROSS SAID LINCOLN WAY, A DISTANCE OF 69.30 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF LINCOLN WAY AND SAID NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE 590.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
United TIF
Boundary Map



VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**ORDINANCE APPROVING THE NORTH AURORA UNITED TIF
REDEVELOPMENT PLAN AND PROJECT**

WHEREAS, the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), establishes the criteria for tax increment financing district eligibility as a conservation area as “...any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three (3) or more of the following factors: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; environmental remediation costs impede development; decline or minimal marginal increase in equalized assessed valuation; is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area”; and

WHEREAS, the Mayor and Board of Trustees (the “Board”) of the Village of North Aurora, Kane County, Illinois (the “Village”), has heretofore determined that the improved area within the Village, identified and legally described in the document attached hereto and incorporated herein (the “Project Area”), by reference as Exhibit “A”, meets the requirements of the Act, for a conservation area due to the predominance and extent of: age of buildings; obsolescence; deterioration of buildings and site improvements; inadequate utilities; deleterious land use or layout; lack of community planning; and decline in equalized assessed value. In addition, the unimproved area meets the requirements of the Act, for a blighted area due to the predominance and extent of deterioration and decline in equalized assessed value; and

WHEREAS, the Board has heretofore determined that, in order to promote and protect the health, safety, morals and welfare of the public and to remove and alleviate adverse conditions in the Village, redevelopment of the Project Area needs to be undertaken, including the encouragement of private investment to restore and enhance the tax base of the Village and

the taxing districts having real property in the Project Area (the “Taxing Districts”) by such redevelopment; and

WHEREAS, the Village has heretofore caused to be conducted an eligibility study to determine whether the proposed North Aurora United TIF Redevelopment Project Area described in Exhibit A qualifies as a “redevelopment project area” pursuant to the TIF Act, which study was conducted by Teska and Associates, Inc., Plainfield, Illinois (“Teska”); and

WHEREAS, the Village has heretofore evaluated various lawfully available programs to provide such assistance and has determined that the use of tax increment allocation financing is necessary to achieve the redevelopment goals of the Village for the Project Area; and

WHEREAS, Teska is a community planning firm having expertise in tax increment allocation and redevelopment financing in the State of Illinois; and

WHEREAS, Teska has concluded and has advised the Village that the Project Area qualifies as a “redevelopment project area” under Section 11-74.4 of the TIF Act; and

WHEREAS, the Village has caused the preparation of and made available for public inspection a redevelopment plan and project for the Project Area (the “Plan and Project”) that is attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, the Plan and Project set forth in writing the program to be undertaken to accomplish the objectives of the Village and includes estimated redevelopment project costs proposed for the Project Area, evidence indicating that the Project Area on the whole has not been subject to growth and development through investment by private enterprise, an assessment of the financial impact of the Project Area due to increased demand for services from Taxing Districts affected by the plan and programs available to address such financial impact or increased demand, the most recent equalized assessed valuation of the Project Area, an estimate as to the equalized assessed valuation after redevelopment and the general land uses to apply in the Project Area, and the Plan and Project accordingly complies in all respects with the requirements of the TIF Act; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the Board has heretofore called a public hearing (the “Hearing”) relative to the Plan and Project and the designation of the Project

Area as a redevelopment project area under the TIF Act and fixed the time and place for such Hearing, being June 21, 2021, at the North Aurora Village Hall, 25 E. State Street, North Aurora, Illinois; and

WHEREAS, due notice in respect to such Hearing was given pursuant to Section 11-74.4-5 of the TIF Act, said notice, together with a copy of the Plan and Project and the name of a person to contact for further information, including notice by publication on June 3, 2021 and June 10, 2021, and by certified mail to the Taxing Districts and to the Department of Commerce and Community Affairs of the State of Illinois on June 9, 2021, and to the taxpayers within the Proposed Project Area on May 12, 2021; and

WHEREAS, the Village has heretofore convened a Joint Review Board as required by and in all respects in compliance with the provisions of the TIF Act; and

WHEREAS, on May 21, 2021 the Joint Review Board unanimously approved a motion to approve the redevelopment plan and eligibility study.

WHEREAS, the Village held the Public Hearing on June 21, 2021, at the North Aurora Village Hall, 25 E. State Street, North Aurora, Illinois; and

WHEREAS, at the Hearing any interested person or affected Taxing District was permitted to file with the Village Clerk written objections and was heard orally in respect to any issues embodied in the notice of said Hearing, and the Village heard and determined all protests and objections at the Hearing; and

WHEREAS, the Hearing was adjourned on June 21, 2021; and

WHEREAS, the Plan and Project set forth the factors which cause the Project Area to be blighted, and the Board has reviewed the information concerning such factors presented at the Hearing and has reviewed other studies and is generally informed of the conditions in the Project Area which could cause the area to be a “conservation area” as defined in the TIF Act; and

WHEREAS, the Board has reviewed evidence indicating that the Project Area on the whole has not been subject to growth and development through investment by private enterprise and has reviewed the conditions pertaining to lack of private investment in the Project Area to

determine whether private development would take place in the Project Area as a whole without the adoption of the proposed Plan and Project; and

WHEREAS, the Board has reviewed the conditions pertaining to real property in the Project Area to determine whether contiguous parcels of real property and improvements thereon in the Project Area would be substantially benefited by the Plan and Project improvements; and

WHEREAS, the Board has made an assessment of the financial impact of the Project Area on, or any increased demand for, services from the Taxing Districts affected by the Plan and Project and has considered available programs to address such financial impact or increased demand; and

WHEREAS, the Board has reviewed the Plan and Project and the existing Comprehensive Plan for development of the Village as a whole to determine whether the Plan and Project conform to such Comprehensive Plan of the Village.

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

Section 1. Recitals. The recitals set forth above are incorporated herein as the materials findings of the President and Board of Trustees.

Section 2. Findings. The Board hereby makes the following findings:

(a) The Project Area, as described in Exhibit A, is hereby designated as a redevelopment project area pursuant to Section 11-74.4 of the Act. The Project Area is legally described in the document attached hereto and incorporated herein as Exhibit “A” and identified on the boundary map attached hereto and incorporated herein as Exhibit “B” as the Project Area.

(b) There exist conditions set forth herein as more fully described in the Plan and Project that cause the Project Area to qualify as a redevelopment project area under the TIF Act and to be classified as a conservation area as defined in Section 11-74.4 of the TIF Act.

(c) The Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan and Project.

(d) The Plan and Project conform to the Land Use and Zoning and Ordinances for the development of the Village as a whole.

(e) The Plan and Project shall be completed no later than December 31 of the year in which the payment to County Treasurer is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the Ordinance approving the Plan and Project is adopted.

(f) The estimated date for retirement of obligations, if any, incurred to finance the Plan and Project costs shall be no later than twenty (20) years from the effective date of the Ordinance related to such obligations, or the end of the TIF District, whichever occurs first.

(g) The parcels of real property in the Project Area are contiguous with each other, and only those contiguous parcels of real property will be substantially benefited by the Plan and Project improvements are included in the Project Area.

Section 3. Plan and Project. The Plan and Project that was the subject matter of the Hearing is hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit “C” attached hereto and incorporated herein as if set out in full by this reference.

Section 4. Invalidity of Any Section. If any section, paragraph, or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Board and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois,
this ____ day of July, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois,
this ____ day of July, 2021, A.D.

Mark Carroll _____ Laura Curtis _____

Mark Guethle _____ Michael Lowery _____

Todd Niedzwiedz _____ Carolyn Bird-Salazar _____

Approved and signed by me as the President of the Board of Trustees of the Village of
North Aurora, Kane County, Illinois, this ____ day of July, 2021, A.D.

Village President, Mark Gaffino

ATTEST:

Village Clerk, Jessi Watkins

EXHIBIT A
United TIF
Legal Description

THAT PART OF SECTIONS 3 AND 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 33, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN AURORA TOWNSHIP, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED) WITH THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1570.21 FEET TO A LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO NORTH AURORA, MEASURED ALONG THE EASTERLY LINE OF SAID GRAHAM'S SUBDIVISION AND PERPENDICULAR TO SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER, A DISTANCE 22.07 FEET TO A LINE 75 FEET EAST OFF AND PARALLEL WITH SAID EASTERLY LINE OF GRAHAM'S SUBDIVISION; THENCE NORTHERLY ALONG SAID LINE 75 FEET EAST OFF AND PARALLEL WITH THE EASTERLY LINE OF GRAHAM'S, A DISTANCE OF 100 FEET; THENCE EASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.56 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 906.74 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 160.44 FEET TO THE WESTERLY SHORE LINE OF FOX RIVER; THENCE NORTHERLY MEANDERING ALONG SAID WESTERLY SHORE LINE OF FOX RIVER, A DISTANCE OF 1152.51 FEET TO THE SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ACROSS SAID STATE STREET, A DISTANCE 288.66 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF SAID STATE STREET AND THE EASTERLY SHORE LINE OF FOX RIVER; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF STATE STREET, A DISTANCE OF 101.13 FEET TO A LINE AT RIGHT ANGLE TO SAID NORTHERLY LINE OF STATE STREET AND THROUGH THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON JUNE 3, 1998; THENCE SOUTHERLY ACROSS SAID STATE STREET, A DISTANCE OF 50 FEET TO THE SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978, A DISTANCE OF 37.5 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 34.26 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 62.11 FEET TO A LINE 131.25 FEET SOUTHERLY OFF AND PARALLEL WITH SAID SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ALONG THE SOUTHERLY OF SAID PARCEL OF LAND, A DISTANCE 100.71 FEET TO THE EAST BANK OF THE FORMER MILL RACE; THENCE SOUTHERLY MEANDERING ALONG SAID EAST BANK, A DISTANCE OF 62.95 FEET TO THE SOUTH LINE OF LOT 3 OF BLOCK 15 OF A.H. STONE'S SUBDIVISION OF LOTS 15 AND 25 OF THE NORTHEAST QUARTER AND LOT 4 OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 180.14 FEET TO THE EASTERLY LINE OF SAID LOT 3, BEING ALSO THE WESTERLY LINE OF GRANT STREET; THENCE NORTHERLY MEANDERING ALONG THE SAID WESTERLY LINE OF GRANT STREET, A DISTANCE OF 805.91 FEET TO SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 33 AND PART OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, A DISTANCE OF 22 FEET TO THE EAST LINE OF SAID RIVERWOODS FINAL PLAT OF SUBDIVISION; THE NORTH ALONG SAID EAST LINE, A DISTANCE OF 12.62 FEET TO THE NORTH LINE OF BUTTERFIELD ROAD; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 70.90 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE SOUTHERLY A DISTANCE OF 62.91 FEET TO THE NORTHWEST CORNER OF BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA, A DISTANCE OF 352.64 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE LOT 1 IN SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTHERLY LINE OF LOT 1, A DISTANCE OF 494.94 FEET TO EASTERLY LINE OF SAID LOT 1 IN BLOCK 1; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 1, A DISTANCE OF 201.52 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 3 IN BLOCK 3 OF SAID A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY LINE OF LOT 3 IN BLOCK 3, A DISTANCE OF 200.26 FEET TO EASTERLY LINE OF SAID BLOCK 3 IN A.H. STONE'S ADDITION TO NORTH AURORA; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF BLOCK 3, A DISTANCE OF 197 FEET TO THE NORTHERLY LINE OF SAID BLOCK 3; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BLOCK 3, A DISTANCE OF 156.62 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN A TRUSTEE'S DEED AS DOCUMENT NO. 96K029112 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 23, 1996; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE OF 566.08 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED AS DOCUMENT NO. 2021K034030 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 30, 2021; THENCE WEST ALONG SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 457.44 FEET TO WESTERLY LINE OF A ROAD 50 FEET WIDE, NOW KNOWN AS THE NORTH AURORA AND BATAVIA ROAD ON THE EAST SIDE OF FOX RIVER; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF A ROAD 50 FEET WIDE, A DISTANCE OF 284.50 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE WEST ALONG SAID NORTH LINE OF SECTION 4, A DISTANCE OF 76.59 FEET TO THE WEST RIGHT OF WAY OF BURLINGTON NORTHERN AND SANTA FE RAILROAD, BEING ALSO THE EAST LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 332.18 FEET TO THE NORTH LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 104.13 FEET TO THE WESTERLY LINE OF RIVERWOODS FINAL PLAT SUBDIVISION; THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 39.83 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 70.22 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 162.06 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 107.86 FEET TO THE SOUTH LINE OF SAID SECTION 33; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 33, ACROSS FOX RIVER, A DISTANCE OF 711.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED); THENCE NORTH MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 649.66 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF RIVER FOREST ACRES, NORTH AURORA; THENCE WEST ALONG SAID EAST EXTENSION, A DISTANCE OF 80.47 FEET TO A LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID RIVER FOREST ACRES, NORTH AURORA; THENCE SOUTH ALONG SAID LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF RIVER FOREST ACRES, NORTH AURORA, A DISTANCE OF 326.29 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 4 IN RIVER FOREST ACRES, NORTH AURORA, AFORESAID; THEN EAST ALONG SAID EAST EXTENSION, SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 431.68 FEET TO

THE WESTERLY LINE RIVER FOREST ACRES, NORTH AURORA AFORESAID, BEING ALSO THE CENTERLINE OF LINCOLN WAY; THENCE SOUTH ALONG SAID CENTERLINE OF LINCOLN WAY, A DISTANCE OF 1380 FEET TO THE CENTERLINE OF OAK STREET; THENCE WEST ALONG SAID CENTERLINE OF OAK STREET; A DISTANCE OF 189.70 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF AN ALLEY LYING WEST OF LINCOLN WAY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, SAID CENTERLINE AND THE SOUTHERLY EXTENSION THEREOF, ACROSS STATE STREET, A DISTANCE OF 1427.64 FEET TO THE SOUTHERLY LINE OF JOHN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF JOHN STREET, A DISTANCE OF 901.45 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE SOUTH ALONG SAID EASTERLY LINE, A DISTANCE OF 514.84 FEET TO AN OLD CLAIM LINE FORMING A DEFLECTION ANGLE OF 92 DEGREES 49 MINUTES 29 SECONDS AND 940.59 FEET NORTH OFF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 4 (MEASURED ALONG SAID EASTERLY LINE); THENCE WESTERLY ALONG SAID OLD CLAIM LINE, A DISTANCE OF 101.56 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE NORTH ALONG SAID WESTERLY LINE, A DISTANCE OF 15.28 FEET TO A POINT 390.15 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGREES 40 MINUTES 00 SECONDS TO THE LEFT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2468.04 FEET TO A LINE 100 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 200 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO THE SAID WEST LINE OF SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 941.40 FEET TO THE NORTH LINE OF LOT 1 OF TOLLWAY PARK OF COMMERCE RESUBDIVISION NUMBER 2 IN THE VILLAGE OF NORTH AURORA; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 502.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 415.53 FEET; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 355.99 FEET TO THE NORTHWESTERLY LINE OF OVERLAND DRIVE, BEING ALSO THE SOUTHERLY LINE OF LOT 2 IN TOLLWAY PARK OF COMMERCE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 2, BEING A CURVE CONCAVED SOUTHERLY, HAVING A RADIUS OF 230 FEET, AN ARC LENGTH OF 180.71 FEET TO A POINT OF TANGENT; THENCE EAST ALONG SAID TANGENT, A DISTANCE OF 1093.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHEAST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.98 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 515.39 FEET TO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE SUBDIVISION NO. 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 550 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE EAST ALONG THE NORTH LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, A DISTANCE OF 927.48 FEET TO THE EASTERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE SOUTHEAST ALONG SAID EASTERLY LINE, A DISTANCE OF 581.49 FEET TO THE SOUTHERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, BEING ALSO THE NORTHERLY LINE OF AIRPORT ROAD; THENCE NORTHEAST ALONG SAID NORTHERLY LINE OF AIRPORT ROAD, A DISTANCE OF 216.63 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE TRUSTEE'S DEED AS DOCUMENT NO. 2008K089494 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON DECEMBER 5, 2008; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE 307.56 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING A CURVE CONCAVED EASTERLY HAVING A RADIUS OF 51.27 FEET, AN ARC LENGTH OF 89.33 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 25.1 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 58.29 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 24.57 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 21.14 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 77.49 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 15.66 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 211.77 FEET TO THE NORTHERLY LINE OF THE NORTHER ILLINOIS TOLL HIGHWAY, SAID LINE BEING 135 FEET NORTHWESTERLY OF (BY RIGHT ANGLES MEASURE) AND PARALLEL WITH THE CENTER LINE OF CONSTRUCTION; THENCE EAST ALONG SAID NORTHERLY LINE OF NORTHER ILLINOIS TOLL HIGHWAY, A DISTANCE OF 381.67 FEET TO THE WESTERLY LINE OF LINCOLN WAY; THENCE EAST ACROSS SAID LINCOLN WAY, A DISTANCE OF 69.30 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF LINCOLN WAY AND SAID NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE 590.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
United TIF
Boundary Map



EXHIBIT C
United TIF
Redevelopment Plan and Project

NORTH AURORA UNITED TAX INCREMENT FINANCING DISTRICT

Redevelopment Plan & Program



July 2021

**NORTH AURORA UNITED
TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT PLAN & PROGRAM**

Village of North Aurora, Illinois



July 2021

Prepared by:
Teska Associates, Inc.



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APPENDICES

APPENDIX A: United TIF Eligibility Report

APPENDIX B: United TIF Housing Impact Study

APPENDIX C: Legal Description

INTRODUCTION

This report documents the Tax Increment Redevelopment Plan and Program (the “Redevelopment Plan”) for the Village of North Aurora United Tax Increment Financing District Project Area. The Redevelopment Plan has been prepared for use by the Village of North Aurora (the “Village”) by Teska Associates, Inc. The proposed Redevelopment Plan seeks to respond to a number of deficiencies, challenges and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the Village to improve and revitalize the Project Area. This document is intended to provide a framework for improvements and reinvestment within the Project Area over the next 23 years.

The Village’s current comprehensive plan, which was adopted in 2015, encouraged continued economic development within the Village, highlights specific recommendations for the Project Area within the IL Route 31 Subarea Plan, the IL Route 31 Village Center Subarea Plan, and the IL Route 31 I-88 Gateway Subarea Plan. The comprehensive plan encourages the use of Tax Increment Financing to help accomplish the Village’s economic development objectives.

The Village currently has three active TIF districts, including TIF #1 (Route 31), TIF #2 (Sperry) and TIF #3 (North Lincolnway). The Village has been continually monitoring the performance of the existing TIF districts and has determined that the majority of redevelopment efforts have been accomplished within the southern half of TIF #1 (south of Interstate 88), while additional resources are required for the northern half of TIF #1. The Village is therefore proposing to remove those parcels north of I-88 in order to create a new TIF district encompassing those parcels, the parcels within TIF #2 and TIF #3, and other adjacent parcels that will benefit from inclusion within the new TIF district. The remaining parcels south of I-88 will remain in the existing TIF #1 until it expires, or the Village determines that it can be retired. This process will allow the Village to focus future redevelopment efforts on the areas north of the highway where redevelopment has not yet occurred, and to release the areas south of the highway back onto the tax roles in order to allow the affected taxing districts to capture the increased revenues resulting from successful redevelopment efforts south of the highway.

To this end, the Village retained the planning consulting firm Teska Associates, Inc. to assist the Village in the creation of a new TIF district covering the northern half of TIF #1 and incorporate the underperforming TIF #2 and TIF #3 into a single unified TIF district. Teska has conducted the necessary field surveys, site evaluations, and identified key redevelopment opportunities and necessary public improvements within the Project Area, and this Redevelopment Plan summarizes the analyses and findings of the consultant’s work. The Village is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a “redevelopment project area” under the State of Illinois Tax Increment Allocation Redevelopment Act, [65 ILCS 5/11-74.4-1](#) as amended, the “Act”. Teska has prepared this Redevelopment Plan and the related Eligibility Study and Housing Study with the understanding that the Village would rely on: (a) the findings and conclusions of the Redevelopment Plan and associated Eligibility Report and Housing Study in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (b) the fact that Teska has obtained the necessary information so that the Redevelopment Plan and the related Eligibility Study and Housing Study will comply with the requirements of the Act.

Tax Increment Financing

Tax increment financing is permitted in Illinois under the “Tax Increment Allocation Redevelopment Act” ([Chapter 65 ILCS 5/11-74.4-1, et seq.](#)) of the Illinois Statutes, as amended (hereinafter the “Act”). Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. In addition to describing the redevelopment objectives, this Redevelopment Area Plan and Program report sets forth in general terms the overall program to be undertaken to achieve these objectives.

The Act permits municipalities to improve eligible “conservation” or “blighted” areas in accordance with an adopted Redevelopment Plan over a period not to exceed 23 years. The municipal cost of certain public improvements and programs can be repaid with the revenues generated by increased assessed values of private real estate within a designated project area. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Program, principally increased equalized assessed valuation from new private development.



Aerial Location Map

REDEVELOPMENT PROJECT AREA DESCRIPTION

The boundaries of the Redevelopment Project Area were carefully established in adherence to the eligibility criteria and include only those parcels which would benefit by the proposed Redevelopment Plan and Program. The Project Area generally consists of those properties within the northern half of TIF #1 (along Route 31) and the properties within TIF #2 (Route 25 and Butterfield Road) and TIF #3 (Route 31 north of Butterfield Road). The exact boundaries of the Project Area are illustrated in "Figure A - Project Area Boundary". The Project Area contains one-hundred and forty-two (142) structures on a total of two-hundred and thirteen (213) parcels. The total land area is approximately two-hundred and sixty-five (265) acres in size.

The predominant land uses within the Project Area include residential, commercial, industrial and institutional uses. The Route 31 corridor is generally commercial in nature, including some single-family and multi-family residential uses located primarily at the northern end of the Project Area. Industrial uses are located to the south on Route 31 closer to the highway. Municipal uses within the Project Area include Village Hall and a fire station. Existing land uses within the Project Area are illustrated in "Figure B Existing Land Uses".

Table 1: Existing Land Use	
Existing Land Use	Land Area (Acres)
Residential	17
Commercial / Retail / Office	50
Industrial	26
Institutional / Municipal	9
Recreational / Open Space	92
Farming	20
Vacant Land	16
Right – of - Way	35
TOTAL	265

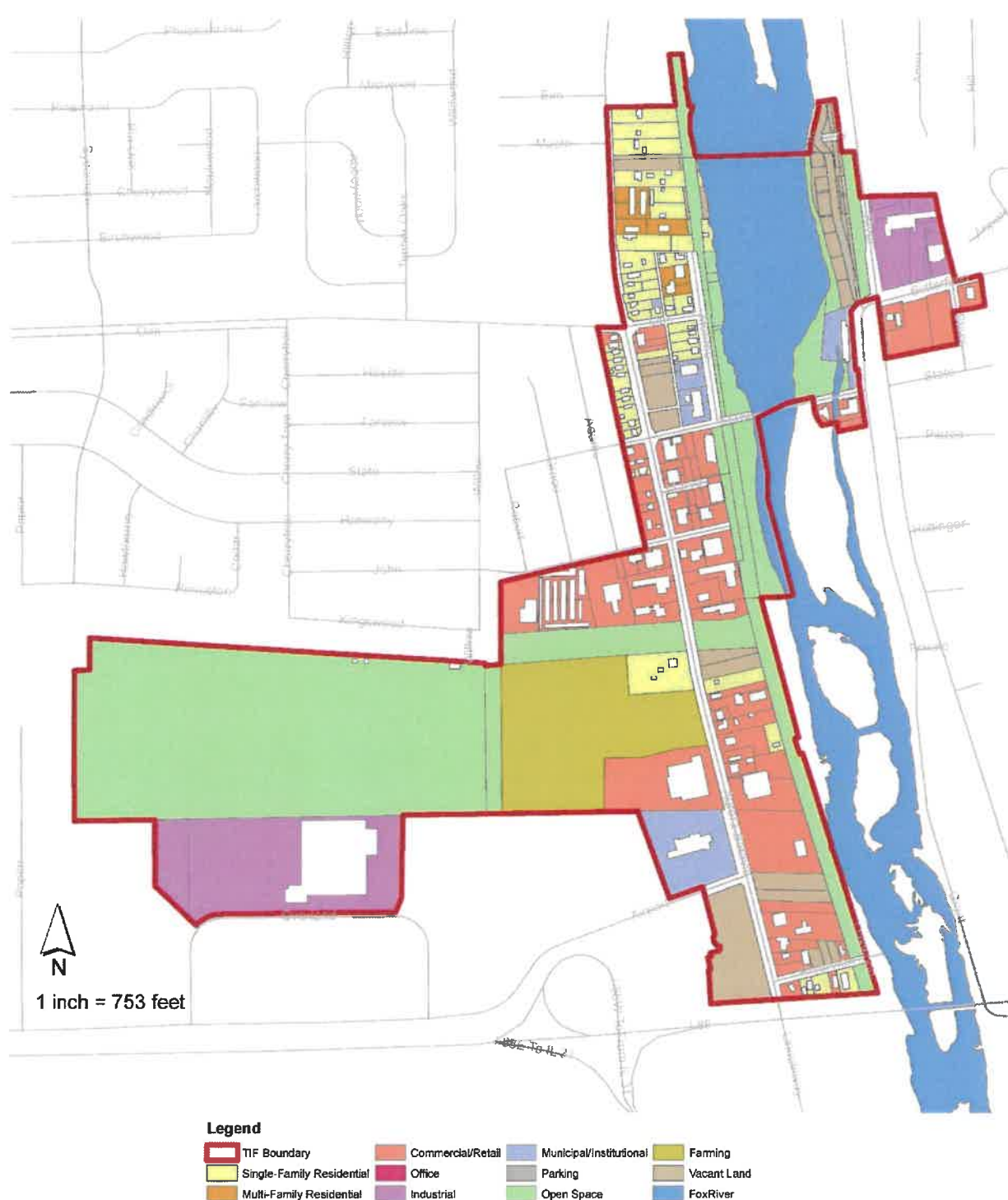
Table 2: Existing Housing Units	
Type	Units
Single-Family	36
Multi-Family	44
TOTAL	80 *

** The presence of 75 or more residential units requires preparation of a Housing Impact Study (see Appendix B)*

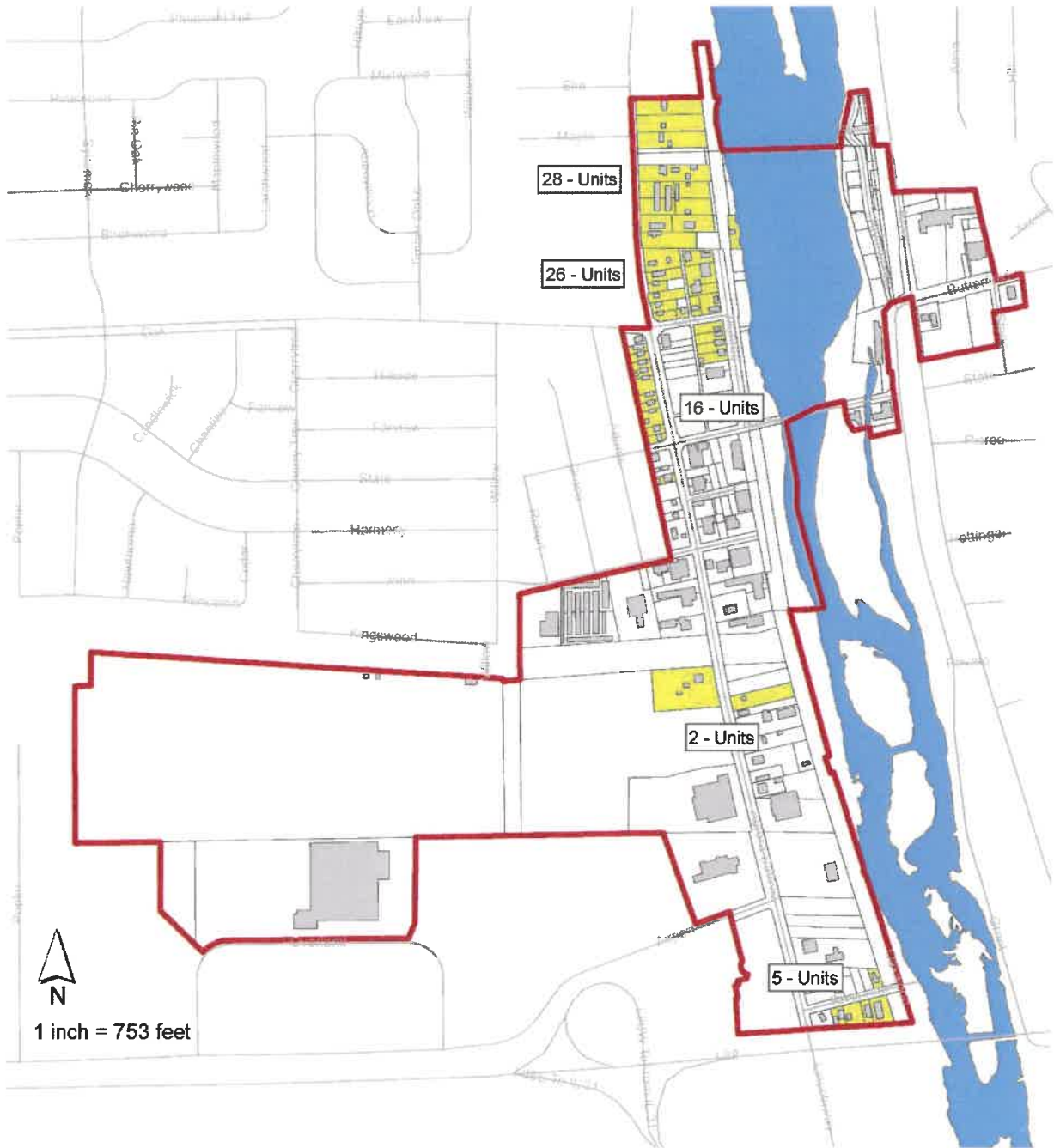
This is a detailed map of the City of St. Louis, Missouri. The city's boundary is highlighted with a thick red line. The map shows a complex network of streets, including major highways like I-44, I-270, and I-64. Various parks and green spaces are also indicated. The Mississippi River is shown on the right side of the map, flowing through the city. The map is oriented with North at the top.

 TIF Boundary TIF Parcels

EXISTING LAND USE MAP



EXISTING RESIDENTIAL UNITS MAP



Legend

- TIF Boundary Existing Residential Units FoxRiver

Summary of the Eligibility of the Proposed Project Area TIF District

In September of 2020, a study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the Project Area. These “Eligibility Findings” indicate that the proposed Project Area meets the statutory requirements of a “conservation area” (50% of the buildings within the Project Area at least 35 years or more in age and a combination of at least three blighting factors), and is therefore eligible for designation as a “Tax Increment Finance Redevelopment Project Area.”

As detailed in Appendix A – Tax Increment Financing Eligibility Report of this Redevelopment Plan, the Project Area is eligible for designation as a “conservation area” due to the predominance and extent of the following characteristics:

1. Building Age;
2. Deterioration;
3. Inadequate Utilities;
4. Deleterious Land Use or Layout;
5. Lack of Community Planning; and

Each of these factors contributes significantly to the eligibility of the Project Area as a ‘conservation area.’ All of these characteristics point towards the need for designation of the Project Area as a “conservation area” to be followed by public intervention in order that redevelopment might occur.

REDEVELOPMENT PLAN & PROGRAM

The revitalization of the Project Area presents challenges and opportunities for the Village of North Aurora. The success of this effort will depend upon cooperation between private investment and local government. Public and private development efforts have not, as yet, been able to stimulate the comprehensive revitalization of the Project Area. The adoption of this Redevelopment Area Plan and Program will assist with the implementation of the goals and objectives of the Comprehensive Plan, which otherwise could not reasonably be anticipated to occur without the adoption of this Redevelopment Area Plan and Program. Through public investment, the area will become more attractive to private investment.

The Act describes the Redevelopment Plan as *"the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the redevelopment project area as a blighted area or conservation area ..., and thereby serves to enhance the tax bases of the taxing districts which extend into the redevelopment project area."*

The successful implementation of the Project Area Plan and Program requires that the Village take full advantage of the real estate tax increment attributed to the Project Area as provided for by the Act. The Project Area will not reasonably be developed and improved without the use of such incremental revenues.

Purpose of the Redevelopment Plan

Pursuant to the "Tax Increment Allocation Redevelopment Act" ([Chapter 65 ILCS 5/11-74.4-1, et seq.](#)) of the Illinois Statutes as amended (hereinafter the "Act"), the purpose of a Redevelopment Plan and Program is to promote the health, safety, morals, and welfare of the general public by:

- < Eradicating blighting conditions and instituting conservation measures;
- < Removing and alleviating adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment, and living environment;
- < Improving existing public utilities and infrastructure within the area; and
- < Enhancing the overall quality of the business environment in the Village of North Aurora.

Redevelopment Plan Goals and Objectives

The aim of the Redevelopment Plan is the revitalization of the Project Area as a strong and attractive mixed-use corridor, which will contribute to the health and vitality of the Village of North Aurora. The goals and objectives of the Redevelopment Plan include those articulated in the Illinois Tax Allocation Redevelopment Act, and those stated in the Village of North Aurora Comprehensive Plan. The goals and objectives outlined in the Comprehensive Plan which relate to this Redevelopment Plan are summarized below:

Commercial Areas – Goals and Objectives:

“Transform Lincolnway (IL Route 31) into an attractive multifunctional corridor centered around an active community focal point at the intersection of IL Routes 31 and 56.”

“Encourage and support redevelopment of underutilized commercial properties adjacent to and near the “Block One” site and the intersection of IL Routes 31 and 56.”



“Use incentives and regulations as necessary to implement recommendations made in the Design Guidelines Plan for the Lincoln Highway/ Route 31 Corridor.”

“Continue to use Tax Increment Financing as a funding mechanism for improvements and redevelopment along the IL 31 corridor.”

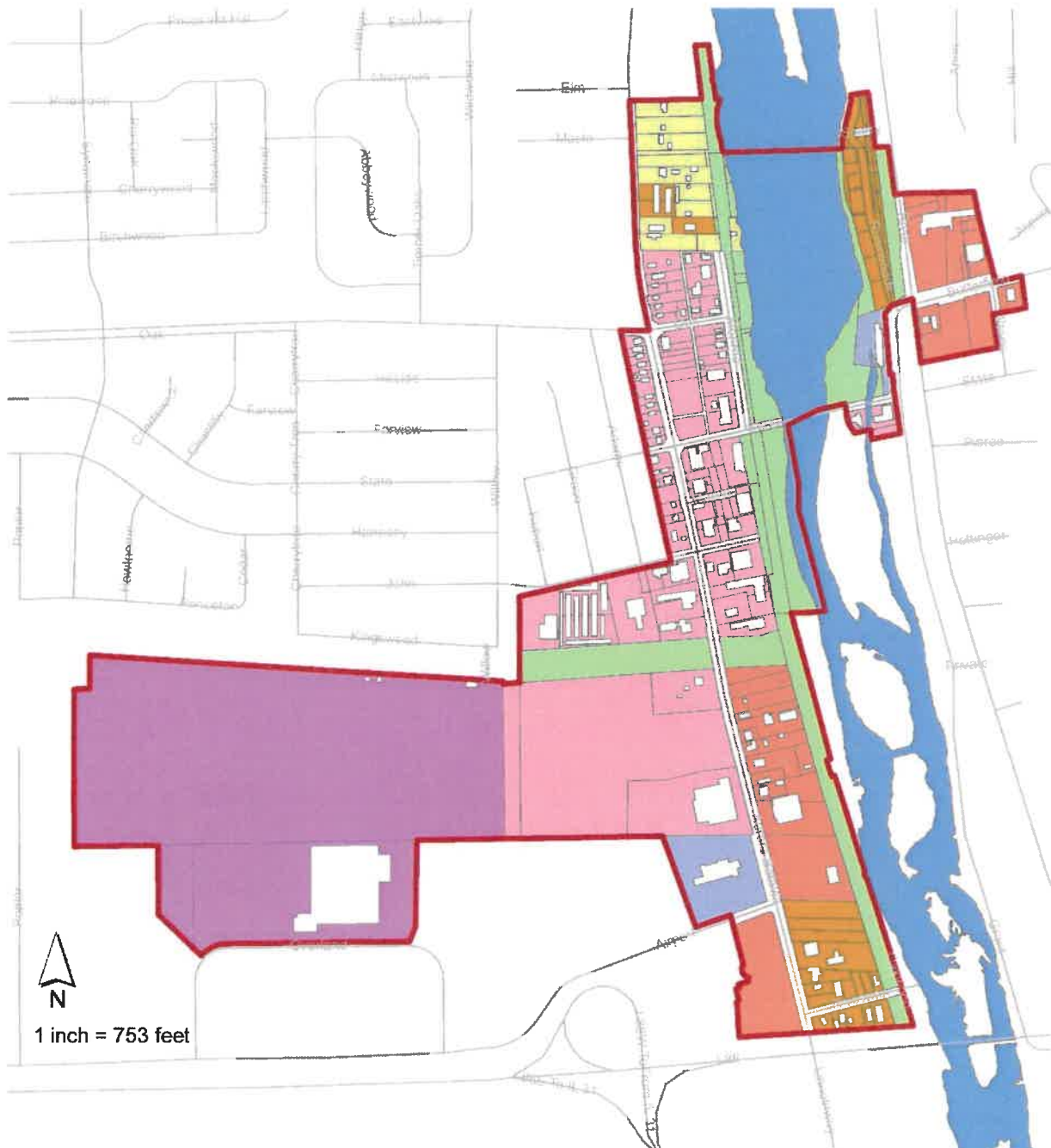
Commercial and Industrial Areas Plan:

“The Village should prioritize investment in the IL 31 and Randall Road corridors. IL 31 will require the greatest effort to spur redevelopment given the small lot sizes, traffic characteristics of IL 31, and relationship with surrounding land uses.”

Implementation:

“The purpose of TIF funding is to incentivize and attract desired development within key commercial areas. TIF dollars can typically be used for infrastructure, streetscaping, public improvements, land assemblage, and offsetting the cost of development.”

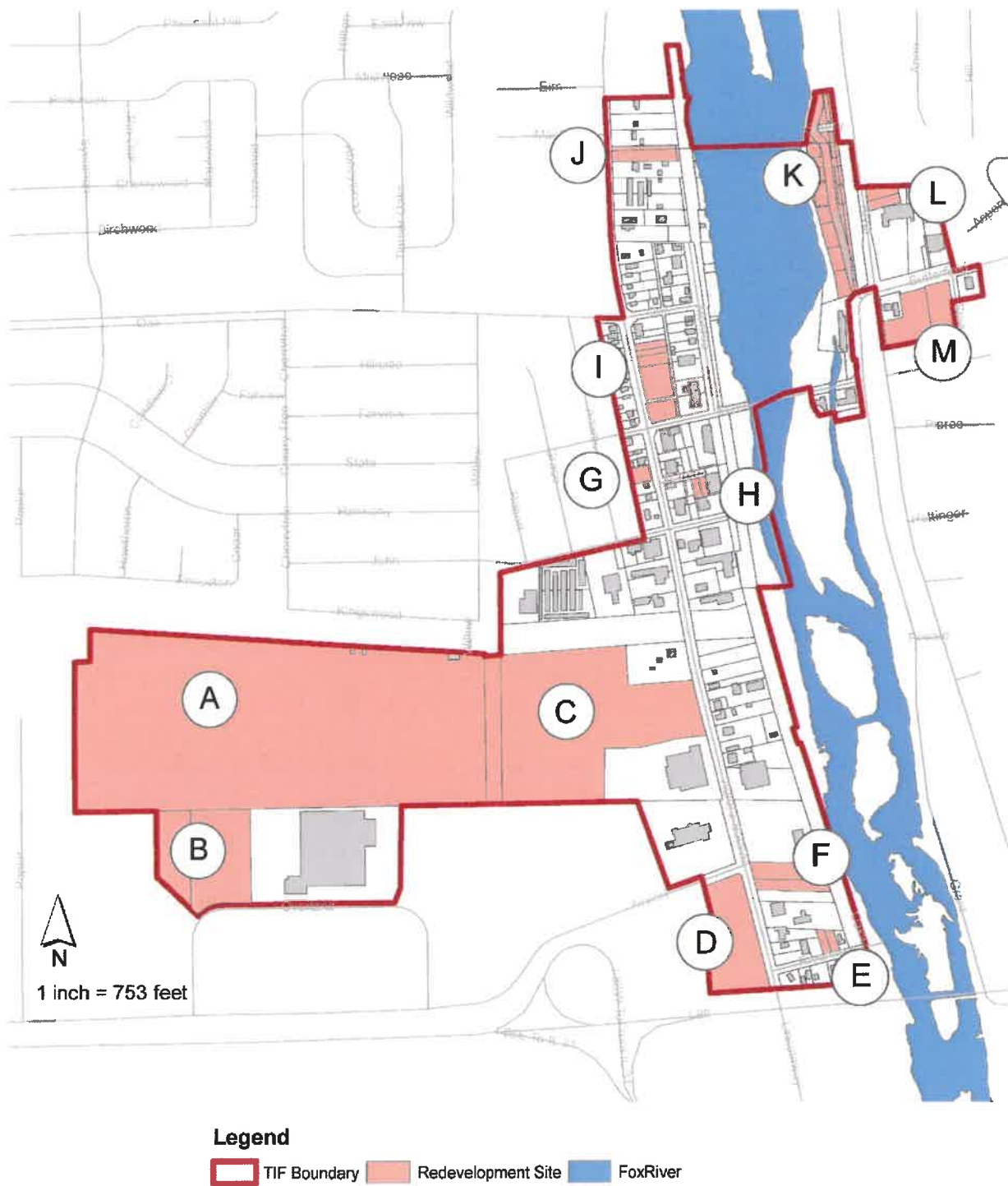
FUTURE LAND USE MAP



Legend



POTENTIAL REDEVELOPMENT SITES MAP



Future Land Use Plan

The recommended land uses, redevelopment opportunities, and public improvements of this Redevelopment Plan are based upon the guidelines and development opportunities presented in the Village of North Aurora Comprehensive Plan.

The intent of the Future Land Use Plan is to provide a long-range guide for determining the uses to which the land should eventually be put, and to direct subsequent zoning decisions as redevelopment occurs within the Project Area. **The designation of an existing use as a redevelopment site is not intended to suggest any immediate requirement for redevelopment.** Rather, these sites are identified as a way of planning for their future redevelopment only if and when a property owner pursues a development project or an existing business or resident vacates a property.

The Future Land Use Plan (Figure D) shows anticipated land uses at completion of project activities. The existing land uses of many properties are anticipated to continue. However, on identified redevelopment opportunity sites (described in the next section), proposed changes in land use focus on enhancing the commercial character and appearance of the Route 31 corridor and encouraging industrial development near to the highway. General land use descriptions are as follows:

Residential

Residential uses include both single-family and multi-family residences generally primarily located at the north and south ends of the Project Area along Route 31. The majority of existing residential uses are anticipated to remain, however gradual transition from residential to commercial uses along Route 31 is anticipated to continue into the future.

Commercial

Route 31 is primarily a commercial corridor and uses include retail and service-oriented businesses. Future commercial uses include retail and service businesses appropriate for the corridor.

Mixed-Use

The mixed-use category includes retail, office, institutional and residential uses. The mix of uses is primarily intended to be horizontal (uses located in separate buildings) as opposed to vertical (residential above ground floor commercial).

Industrial

Existing industrial uses are located primarily at the south end of the Project Area near the highway and include light manufacturing and warehousing facilities. Future industrial development is anticipated primarily on the Valley Green golf course property.

Institutional

Public uses within the Project area include the Village Hall and police station, and the North Aurora Fire District Station #1.

** Parking and open space uses associated with any of the above categories are permitted.*

Redevelopment Opportunity Sites

Several development and redevelopment opportunity sites have been identified in the Project Area (Figure E Redevelopment Sites). Recommendations for these sites, including land uses, design guidelines, and conceptual site designs, are derived from the Comprehensive Plan.

Table 3 indicates the potential future opportunity sites, existing land uses, and potential future land uses. Several opportunity sites may have more than one potential use. Although the first use is shown on the Future Land Use Plan described in the previous section, any land use described in Table 3 is appropriate and within the intent of this Redevelopment Plan.

The Redevelopment Plan shall serve as a guideline for the Project Area but is not intended to establish specific requirements. Adjustments may be made in response to market conditions and other key factors as long as they remain faithful to the Village's overall goals and objectives for the Project Area and the Route 31 corridor in general. For example, façade and interior improvements are recommended for existing buildings throughout the Project Area. Therefore, this Redevelopment Plan is consistent with the Village's Comprehensive Plan and is intended to be a key vehicle for implementing that plan.

<i>Table 3: Redevelopment Opportunity Sites</i>			
Site	Approx. Area (Acres)	Existing Land Use	Future Land Use
A	61	Open Space / Valley Green golf course	Industrial
B	8	Vacant Land	Industrial
C	20	Farming	Commercial / Industrial
D	5	Vacant Land	Commercial
E	0.5	Vacant Land	Multi-Family Residential
F	2	Vacant Land	Multi-Family Residential
G	0.5	Vacant Land	Commercial
H	0.25	Vacant Land	Commercial
I	1.5	Vacant Land	Commercial
J	1	Vacant Land	Single-Family Residential / Commercial
K	5	Vacant Land	Multi-Family Residential
L	0.5	Vacant Land	Commercial
M	3	Vacant Land	Commercial
Total	108.25		

The Village may determine that other redevelopment opportunities, where consistent with the land use designations on the Future Land Use Plan, are within the intent of this Redevelopment Plan.

As indicated by Figure E, the Project Area parcels are planned for a mixture of commercial and industrial uses along the Route 31 corridor. Institutional/municipal uses and residential uses are anticipated to remain.

In addition to these opportunity sites, the Redevelopment Plan also anticipates activities to be undertaken by the public sector, which are identified in the Public Improvements section of this report. All of the redevelopment opportunities and public improvements should be conducted with the guidance of the Village's Comprehensive Plan.

Undertaking these redevelopment activities will generate increased tax revenues, create commercial opportunities, upgrade the public improvements such as roadways, parking areas, sidewalks, etc., and provide a stimulus for additional development in surrounding areas. Through these improvements, the character and economic viability of the Route 31 corridor will be improved over time.

Eligible Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan and Program. The Village of North Aurora currently operates a TIF façade program that provides funding for improving storefronts, building facades and sign improvements. This program is anticipated to remain in place. As provided by the Act, other eligible project costs may include, without limitation, the following:

- < Costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services;
- < The cost of marketing sites within the Project Area to prospective businesses, developers, and investors;
- < Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- < Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;

- < Costs of the construction of public works or improvements;
- < Costs of job training and retraining projects, including the cost of “welfare to work” programs implemented by businesses located within the Project Area, and costs of advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as provided in the Act;
- < Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and not exceeding 36 months thereafter and including reasonable reserves related thereto;
- < To the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan;
- < To the extent the Village by written agreement accepts and approves the same, an elementary, secondary, or unit school district’s increased costs attributable to assisted housing units as provided in the Act;
- < Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or State law;
- < Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided by the Act.

Acquisition and Clearance

In order to facilitate coordinated redevelopment and meet redevelopment objectives, it may be necessary for the Village to assemble individual properties into unified sites which can be developed in their entirety. Any clearance of existing structures will be scheduled to minimize the adverse effects of rehabilitation or clearance activities.

Land Disposition

Property which may be acquired by the Village may be assembled into appropriate redevelopment sites. These properties may be sold or leased by the Village to other public bodies or to private developers, in whole or in part. The Village may in the future modify this disposition plan in accordance with the objectives of this Redevelopment Plan and Program, without amending the Plan. Terms of conveyance may be incorporated into appropriate disposition documents or agreements and may include more specific restrictions than contained in this Redevelopment Plan or in other municipal codes and ordinances governing the use of the land.

No conveyance, lease, mortgage, disposition of land or other property, or agreement relating to the development of property will be made except upon the adoption of an ordinance by the Village.

Public Improvements

The Village of North Aurora will continue to provide public improvements in the Project Area to stimulate development and redevelopment in a manner consistent with this Redevelopment Plan. Some public improvements may be provided in partnership with the Illinois Department of Transportation, or other governmental agencies as applicable. Public improvements may include, but are not limited to, the following:

- < Vacation, removal, resurfacing, widening, reconstruction, and other improvements to rights-of-way, streets, alleys, bridges, pedestrian ways, and pathways.
- < Development of or improvements to public open space.
- < Construction of off-street parking facilities and structures.
- < Improvement of public utilities such as sewer and water lines, electric lines, sidewalks, curbs and gutters, storm water detention facilities. Such improvement may include relocation and/or burial of existing overhead lines.
- < Demolition and rehabilitation of obsolete structures.
- < Beautification and safety improvements, including streetscape, lighting, signage, and landscaping of public properties.

Public improvement activities which are planned as part of this Redevelopment Plan are based upon recommendations contained in the Comprehensive Plan and through meetings and conversations with the Village staff. A summary of recommended public improvements includes the following:

1. Burying of overhead power lines located on east side of IL Route 31, between Interstate 88 and State Street.
2. Watermain in need of replacement between Interstate 88 and State Street. (This item is listed as the Phase II watermain replacement in the Village's Long Term Capital Improvement Program.
3. Sidewalk improvements. Many gaps in sidewalk connectivity exist along IL Route 31. These gaps are identified in the Village-wide sidewalk gap analysis.
4. Improvements to IL Route 31, including lack of lane width and insufficient right-of-way width.
5. Intersection improvements, including correcting intersection geometric issues at IL Route 31 and Airport Road, and IL Route 31 and State Street.

The costs associated with the public improvements described in this Redevelopment Plan may be shared by the Village of North Aurora, other governmental agencies, and individual developers and property owners, pursuant to an agreement between the parties. The Village may determine in the future that certain listed improvements are no longer needed or appropriate and may remove them from the list or may add new improvements to the list which are consistent with the objectives of this Redevelopment Plan. Such additions shall not require plan amendment provided they are for eligible public improvements and will not require an increase to the total estimated project costs in Table 4.

Phasing of Project

Redevelopment projects anticipated in this Plan may commence immediately. Most of the development and redevelopment projects are anticipated to be completed within twenty (20) years. Facade improvements, building rehabilitations, and other activities on individual properties will be encouraged throughout the life of the TIF. The Village may undertake additional public improvements or development projects as appropriate throughout the life of the Redevelopment Plan and Program.

Estimated Project Costs

Estimated public project costs are listed in Table 4. These costs are based on 2020 dollars and are therefore subject to inflation. Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Redevelopment Plan adoption, are subject to amendment procedures as provided under the Act.

Table 4: Estimated Redevelopment Project Costs	
Category	Cost
Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	\$7,000,000
Environmental, market and planning studies, surveys, development of engineering and architectural plans, specifications, implementation and administration fees	\$4,000,000
Rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings and fixtures	\$16,000,000
Construction or improvement of public improvements (1)	\$16,000,000
Job training/retraining and relocation costs	\$1,000,000
Developer Interest Costs, taxing districts eligible reimbursement and capital costs	\$1,000,000
Total Estimated Project Costs (2) (3)	\$45,000,000

- (1) *Public improvements may also include capital costs of taxing districts and other costs allowable under the Act. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the Village or other public entities. As provided in the Act, Redevelopment Project Costs may include, to the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.*
- (2) *Actual costs for each category identified above may vary provided that the total estimated project costs may not be exceeded by more than 5%, after adjustment for inflation, without amendment to this Redevelopment Plan.*
- (3) *This table does not include costs associated with the issuance of municipal obligations, capitalized interest, reimbursement for a portion of privately issued obligations, financing costs during construction (not to exceed 36 months), or other eligible project costs. Such additional costs may or may not be incurred and cannot be estimated at this time.*

Sources of Funds

The Act provides a way for municipalities to finance public redevelopment costs with incremental real estate tax revenues. Incremental tax revenue is derived from the increase in the current equalized assessed valuation (EAV) of real property within the Project Area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in the tax increment revenue.

Funds necessary to pay redevelopment project costs may be derived from a number of authorized sources. These may include, but are not limited to, the following:

- < Real property tax increment revenues from the Project Area;
- < Tax revenues resulting from the establishment of any Special Service Area districts within the Project Area;
- < Interest earned on temporary investments;
- < Gifts, grants, and contributions;
- < Sale or lease of land proceeds;
- < User fees;
- < Transfer from a contiguous redevelopment project area created under the Act.

The principal source of funds to undertake redevelopment activities will be the incremental increase in real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the Project Area over the initial equalized assessed value of each such lot, block, tract or parcel. There may also be other eligible local sources of revenue, such as the sale or lease of Village owned property, that the Village determines are appropriate to allocate to the payment of redevelopment project costs.

The Village may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs with the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in the Plan.

Nature and Term of Obligations to be Issued

The financial plan of this Redevelopment Plan is intended to establish a conservative public expenditure approach. Revenues will be accumulated in the special tax allocation fund to pay for public purpose expenditures identified in this Redevelopment Plan, and whenever practical, expenditures will be made on a cash basis. This method of financing shall not preclude the Village from undertaking initiatives designed to stimulate appropriate private investment within the Project Area.

Certain redevelopment projects may be of such a scale or on such a time-table as to preclude financing on a cash basis. These projects may be funded by the use of tax increment revenue obligations issued pursuant to the Act for a term not to exceed twenty (20) years. Consistent with the conservative nature of the financial plan for this Redevelopment Program, the highest priority for the issuance of tax increment revenue obligations shall occur when the commitment is in place for private sector investment necessary to fund the amortization of such obligations.

All obligations are to be covered after issuance by projected and actual tax increment revenues and by such debt service reserved and sinking funds as may be provided by ordinance. Revenues not required for the retirement of obligations providing for reserves, sinking funds, and anticipated redevelopment project costs may be declared surplus and become available for distribution annually to the taxing districts within the Project Area.

One or more issues of obligations may be sold at one or more times in order to implement this plan, as now or hereafter amended, in accordance with law.

The Village may, by ordinance, in addition to obligations secured by the special tax allocation fund provided by law, pledge for a period not greater than the term of the obligations any part or any combination of the following:

- < Net revenues of all or part of a Redevelopment Project,
- < Taxes levied and collected on any or all property in the municipality.
- < The full faith and credit of the municipality.
- < A mortgage on part or all of a Redevelopment Project.
- < Any other taxes or anticipated receipts that the municipality may lawfully pledge.

Initial Equalized Assessed Valuation

Table 5 lists the equalized assessed valuation of properties in the Project Area. The total 2020 equalized assessed valuation of the Project Area is **\$17,332,278**.

Table 5: Project Area Equalized Assessed Valuation (2020)

PIN	VALUE	PIN	VALUE	PIN	VALUE
1233427007	\$0	1504202021	\$45,189	1504206011	\$0
1233453028	\$8,747	1504202022	\$65,193	1504206012	\$0
1233453039	\$94,863	1504202023	\$200,281	1504206013	\$0
1233453041	\$23,364	1504202024	\$127,212	1504206014	\$0
1233453043	\$74,321	1504202025	\$35,405	1504206015	\$0
1233454008	\$0	1504202026	\$146,835	1504206017	\$146,828
1233454009	\$0	1504202028	\$14,671	1504206018	\$13,763
1233454010	\$0	1504202029	\$35,244	1504206019	\$10,142
1233454013	\$0	1504202030	\$108,888	1504206020	\$0
1233497001	\$0	1504202032	\$40,515	1504206021	\$0
1233497002	\$571	1504202033	\$70,369	1504206022	\$0
1233497003	\$0	1504202034	\$25,267	1504206023	\$0
1233498001	\$0	1504202035	\$18,876	1504226008	\$0
1233498002	\$0	1504202036	\$80,260	1504226009	\$0
1233498003	\$5,731	1504203001	\$0	1504226012	\$0
1233498004	\$5,157	1504203002	\$2,498	1504226013	\$17,441
1233498005	\$0	1504203003	\$10,885	1504226014	\$17,441
1233499001	\$0	1504203004	\$0	1504226015	\$29,427
1233499002	\$0	1504203005	\$0	1504226016	\$20,705
1233499003	\$0	1504203006	\$0	1504226017	\$31,607
1233499004	\$226	1504203007	\$0	1504226018	\$29,427
1233501013	\$0	1504203008	\$0	1504226019	\$0
1503101013	\$140,128	1504203009	\$0	1504226020	\$0
1503101014	\$39,087	1504203012	\$2,766	1504226021	\$0
1503101015	\$2,445	1504203014	\$1,231	1504226022	\$0
1503101016	\$1,222	1504203016	\$0	1504227002	\$7,815
1503101019	\$1,222	1504205032	\$3,738	1504227003	\$6,840
1503101020	\$2,687	1504205035	\$21,672	1504227006	\$301,320
1503102011	\$48,574	1504205036	\$37,147	1504228001	\$118,723
1503103001	\$123,516	1504205038	\$46,061	1504228008	\$74,264
1504202001	\$20,617	1504205039	\$31,463	1504229001	\$0
1504202003	\$149,434	1504205040	\$39,324	1504229002	\$5,452
1504202004	\$53,017	1504205041	\$38,003	1504229003	\$5,452
1504202005	\$150,051	1504205042	\$38,948	1504229004	\$3,269
1504202006	\$71,409	1504205044	\$30,809	1504229005	\$5,452
1504202008	\$57,375	1504205045	\$71,044	1504229006	\$6,542
1504202014	\$24,336	1504205046	\$29,833	1504229007	\$1,089
1504202016	\$0	1504206008	\$41,248	1504229008	\$5,452
1504202018	\$25,233	1504206009	\$32,981	1504229009	\$6,542
1504202020	\$116,895	1504206010	\$38,488	1504229010	\$0

PIN	VALUE	PIN	VALUE	PIN	VALUE
1504229011	\$0	1504276013	\$31,145	1504476007	\$31,803
1504254017	\$30,821	1504276014	\$243,744	1504476008	\$50,355
1504254018	\$78,069	1504277005	\$31,881	1504476009	\$3,737
1504254019	\$52,545	1504278002	\$116,318	1504476010	\$3,362
1504254020	\$0	1504278003	\$9,799	1504476011	\$2,989
1504254021	\$54,845	1504278017	\$8,950	1504476012	\$45,595
1504254022	\$100,410	1504351014	\$0	1504476017	\$434,695
1504254024	\$307,395	1504351017	\$11,815	1504477001	\$40,233
1504255002	\$0	1504351020	\$4,544,821	1504477002	\$76,483
1504255003	\$11,588	1504351024	\$99,207	1504477003	\$80,302
1504255004	\$132,329	1504401002	\$91,300	1504477012	\$23,061
1504255005	\$121,690	1504401003	\$9,532	1504477013	\$114,525
1504255012	\$59,735	1504401013	\$388,334	1504501016	\$0
1504255013	\$117,719	1504401015	\$61,782		
1504255016	\$10,142	1504401019	\$0	TOTAL	\$17,332,278
1504255017	\$7,966	1504401020	\$76,105		
1504255018	\$35,948	1504401021	\$5,540		
1504255029	\$6,518	1504426001	\$139,661		
1504255030	\$5,794	1504426002	\$2,716		
1504255035	\$0	1504426003	\$10,836		
1504255038	\$0	1504426004	\$14,198		
1504255039	\$174,123	1504426005	\$29,551		
1504255040	\$94,818	1504426006	\$50,641		
1504255041	\$118,860	1504426010	\$55,050		
1504255043	\$0	1504426011	\$846,202		
1504255044	\$557,534	1504426012	\$62,222		
1504256001	\$328,912	1504426013	\$7,966		
1504256003	\$0	1504426017	\$39,524		
1504256004	\$85,830	1504426018	\$113,334		
1504256005	\$45,363	1504426019	\$98,434		
1504256006	\$102,599	1504426020	\$98,706		
1504256007	\$102,540	1504426021	\$135,354		
1504256008	\$85,695	1504426022	\$6,910		
1504256014	\$146,589	1504427013	\$0		
1504256016	\$423,747	1504451009	\$305,499		
1504256018	\$587,055	1504476002	\$23,647		
1504276001	\$355,676	1504476003	\$15,766		
1504276002	\$164,537	1504476004	\$32,574		
1504276009	\$0	1504476005	\$168,765		
1504276012	\$216,296	1504476006	\$76,056		

Anticipated Equalized Assessed Valuation

Upon the completion of anticipated redevelopment projects, it is estimated that the equalized assessed valuation of real property within the Project Area will be approximately **\$68 million**. This figure is based upon estimates of value for the anticipated rehabilitation and redevelopment projects described in this report.

Payment in Lieu of Taxes

No payments in lieu of taxes are anticipated as part of the Redevelopment Plan and Program.

Provision for Amending the Redevelopment Plan and Program

The Redevelopment Plan and Program may be amended pursuant to provisions of the Act.

FINANCIAL IMPACT OF REDEVELOPMENT

Without the adoption of the Redevelopment Plan and Program, development and redevelopment projects within the Project Area are not reasonably expected to be undertaken by private enterprise. In the absence of Village-sponsored redevelopment, there is a prospect that blighting factors will continue to exist and spread, and the Project Area on the whole, as well as adjacent properties, will become less attractive for the maintenance and improvement of existing buildings and sites. Erosion of the assessed valuation of property in the Project Area has already occurred, and could lead to further reductions of real estate tax revenue to all taxing districts.

Implementation of the Redevelopment Plan and Program is expected to have significant short and long term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short term, the Village's effective use of tax increment financing can be expected to arrest the ongoing decline of existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long term, after the completion of all redevelopment improvements and activities, and the payment of all redevelopment project costs and municipal obligations, the taxing districts will benefit from the enhanced tax base which results from the increase in equalized assessed valuation caused by the Redevelopment Plan and Program.

The following taxing districts cover the proposed Project Area:

1. Village of North Aurora
2. Aurora Township / Aurora Township Road District
3. Batavia Township / Batavia Township Road District
4. Kane County / Kane County Forest Preserve District
5. North Aurora Fire District
6. Messenger Public Library District
7. Fox Valley Park District
8. Fox Metro Water Reclamation District
9. Aurora West School District #129
10. Waubonsie Community College District #516

This Redevelopment Plan contemplates redevelopment of specific opportunity sites primarily with multi-use commercial, retail/service and industrial uses. Given the size of the study area (265 acres), impact on individual taxing districts and taxing districts in general, will be dependent on the specific nature of any future (re)developments.

Impact on Village of North Aurora

The Village of North Aurora provides a variety of services, including police protection, snow removal, road maintenance, water and sewer service, and building and zoning services. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the Village. As provided in the Act, a portion of Redevelopment Project Costs may be allocated toward capital costs incurred by the Village which are made necessary by development as described in this Redevelopment Plan. The public improvements section of this plan and program highlight some of the anticipated capital costs.

Impact on Aurora Township / Aurora Township Road District

Aurora Township provides a variety of services, including road maintenance and property assessments. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by Aurora Township, although the impact is not anticipated to be significant. All roads within the Project Area are controlled by either the Village of North Aurora or the Illinois Department of Transportation (IDOT). Therefore, no specific program is set forth in this Redevelopment Plan.

Impact on Batavia Township / Batavia Township Road District

Batavia Township provides a variety of services, including road maintenance and property assessments. The majority of the Project Area lies within Aurora Township - only a very small area at the far north end of the Project Area is in Batavia Township. All roads within the Project Area are controlled by either the Village of North Aurora or the Illinois Department of Transportation (IDOT). Therefore, no specific program is set forth in this Redevelopment Plan.

Impact on Kane County / Kane County Forest Preserve

Kane County provides a variety of services, including the County Court system, health services and maintenance of open space and recreational activities. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the County. Due to the small size of the Project Area in relation to the County at large, services provided to residents will likely not be affected, and the impact is anticipated to be minimal. Therefore, no specific program is set forth in this Redevelopment Plan.

Impact on North Aurora Fire District

The North Aurora Fire District provides fire and rescue services to the Village of North Aurora. The replacement of underutilized property with new development and redevelopment may cause an increased demand for the services and programs provided by the North Aurora Fire District. As provided in the Act, a portion of Redevelopment Project Costs may be allocated toward capital costs incurred by the North Aurora Fire District which are made necessary by redevelopment as described in this Redevelopment Plan.

Impact on Messenger Public Library District

The Messenger Public Library District provides a range of services to residents of the Village of North Aurora. The replacement of underutilized property with new development and redevelopment may cause an increase in demand for the services and programs provided by the library district. However, as no new residential development is anticipated, any impact on the library district is expected to be minimal. The Act defines a clear formula for repayment of fees to the district for any documented increased demand for services directly generated by TIF supported projects.

Impact on Fox Valley Park District

The Fox Valley Park District maintains parks and open spaces within the Village of North Aurora and the City of Aurora. The replacement of underutilized property with new development and redevelopment may cause an increase in demand for the services and programs provided by the park district. However, as no new residential development is anticipated, any impact on the park district is expected to be minimal.

Impact on Fox Valley Water Reclamation District

The Fox Valley Water Reclamation District is a public utility responsible for the conveyance and treatment of wastewater in the region. The replacement of underutilized property with new development and redevelopment may cause a minimal increase in demand for the services and programs provided by the district. However, due to the size of the Project Area in comparison to the district, any impact is anticipated to be minimal.

Impact on Aurora West School District #129

The Aurora West School District provides elementary, junior high, and high school services to the residents of Aurora, North Aurora, Montgomery and Sugar Grove. The replacement of underutilized property with new development and redevelopment may cause a minimal increased demand for the services and programs provided by the school district, including training programs to serve new businesses and educational services for new residents. However, any impact is anticipated to be minimal given the commercial/industrial nature of anticipated future development. In addition, the Act defines a clear formula for repayment of fees to the district for any documented increased demand for services directly generated by TIF supported projects. Therefore, no specific program is set forth in this Redevelopment Plan.

Impact on Waubonsie Community College District #519

Waubonsie Community College has four campuses (Sugar Grove, Aurora Downtown, Aurora Fox Valley and Plano) serving North Aurora and the greater Fox Valley region. The college offers educational and community programs for residents of the district. The replacement of underutilized property with new development and redevelopment may cause a small increase in demand for the services and programs provided by the college, including training programs to serve new businesses and educational services for new residents. However, any impact is anticipated to be minimal given the primarily commercial/industrial nature of anticipated future development, and the small size of the Project Area in comparison to the size of the district. Therefore, no specific program is set forth in this Redevelopment Plan.

FINDINGS OF NEED FOR TAX INCREMENT FINANCING

Based on the findings of this Redevelopment Plan and Program, the Mayor and the Village Board of North Aurora, Illinois, adopt the following findings pursuant to [Section 11-74.4-3\(n\)](#) of the Act.

Project Area Not Subject to Growth

The Project Area on the whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. Substantial evidence supports this conclusion.

First, the Village finds that the Project Area on the whole has not been subject to growth and redevelopment through investment by private enterprise, based on the following evidence as outlined in the Eligibility Findings Report in Appendix A:

1. Deterioration of buildings and surface improvements of properties within the Project Area;
2. Widespread incompatible land use relationships within the Project Area;
3. Development of the majority of the Project Area without the benefit of a Comprehensive Plan resulting in irregular shaped lots, lots without street frontage, and other platting issues; and
4. Decline in equalized assessed valuation of properties within the Project Area for the preceding five (5) years.

Secondly, the Village finds that the Project Area would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. This conclusion is based upon the findings of this report and the Village of North Aurora Comprehensive Plan:

1. Proposed redevelopment sites indicate a financial gap without public resources, grants or other incentives to promote redevelopment;
2. The need for public – private partnerships to support future redevelopment; and
3. The need for future infrastructure improvements to support future redevelopment.

Therefore, the Village of North Aurora finds that the Project Area is not subject to appropriate growth and development and is not anticipated to be developed without adoption of this Redevelopment Plan.

Conformance with Comprehensive Plan

This Redevelopment Plan conforms to and is based upon the recommendations of the Village of North Aurora Comprehensive Plan, including the goals and objectives therein, as well as future land uses and anticipated redevelopment activities.

Date of Completion

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the municipal treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Project Area is adopted (December 31, 2044).

APPENDIX A

**NORTH AURORA UNITED
TAX INCREMENT FINANCING DISTRICT
ELIGIBILITY REPORT**

Village of North Aurora, Illinois



July 2021

Prepared by:
Teska Associates, Inc.



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INTRODUCTION

In order to encourage redevelopment, the Village of North Aurora (the “Village”) is investigating the creation of a Tax Increment Financing (“TIF”) District. The purpose of this Eligibility Report is to document the eligibility criteria as required by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4 - 1, et seq., as amended (the “Act”). The following analysis documents the presence of eligibility criteria necessary for designation as a TIF District, as required in the Act.

The Village of North Aurora currently has three (3) active TIF districts within the Village, including TIF #1 (Route 31), TIF #2 (Sperry) and TIF #3 (North Lincolnway). As the majority of redevelopment efforts have been accomplished within the southern half of TIF #1 (south of Interstate 88), the Village is contemplating removing those parcels south of I-88 and creating a new TIF district encompassing the northern half of TIF #1 as well as the properties within TIF #2 and TIF #3. This process will allow the Village to focus future redevelopment efforts on the areas north of the highway where such efforts are sorely needed, and to release the areas south of the highway back onto the tax roles and allow the taxing districts to capture the increased revenues resulting from successful redevelopment efforts in those areas.

Tax Increment Financing can be used to make the Project Area more attractive for redevelopment by eliminating the conditions which inhibit private investment, weaken the Village’s tax base, affect the safety of community residents, and hinder the Village’s ability to promote cohesive development of compatible land uses as articulated in the Village’s Comprehensive Plan. In accordance with the TIF Act, public improvements may be constructed and incentives provided to encourage the type of private investment that will allow the Village to achieve its vision and goals.

Establishing this new North Aurora United TIF District can help the Village meet these goals by facilitating physical improvements, removing blighting conditions, and providing funding sources for improvement projects within the Project Area. These improvements will not only help improve the physical conditions and economic development of the Project Area, but also enhance the quality of life of adjacent properties and neighborhoods, and for all residents of the Village of North Aurora as a whole.

EXHIBIT 1

NORTH AURORA TAX INCREMENT FINANCING DISTRICTS

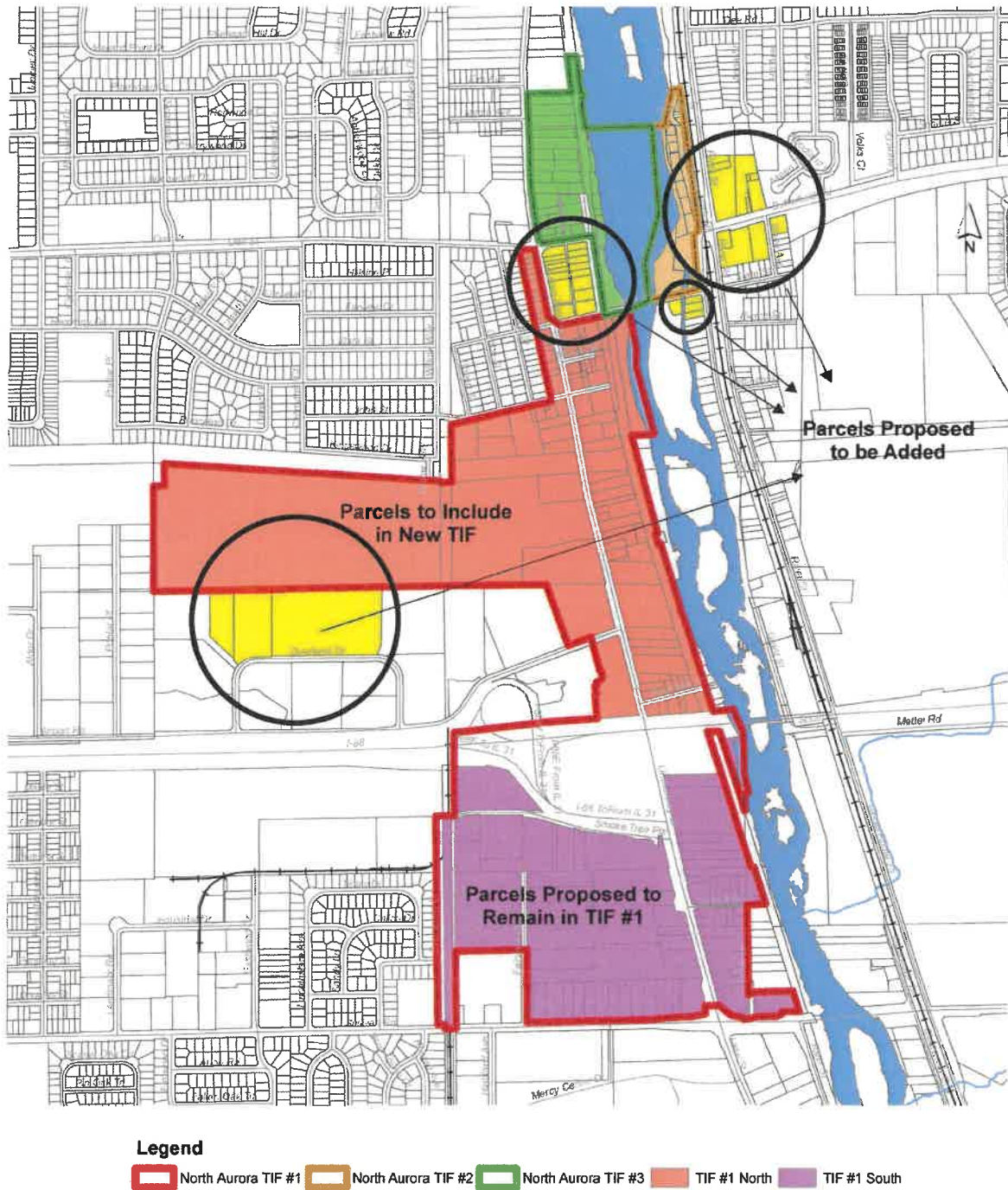
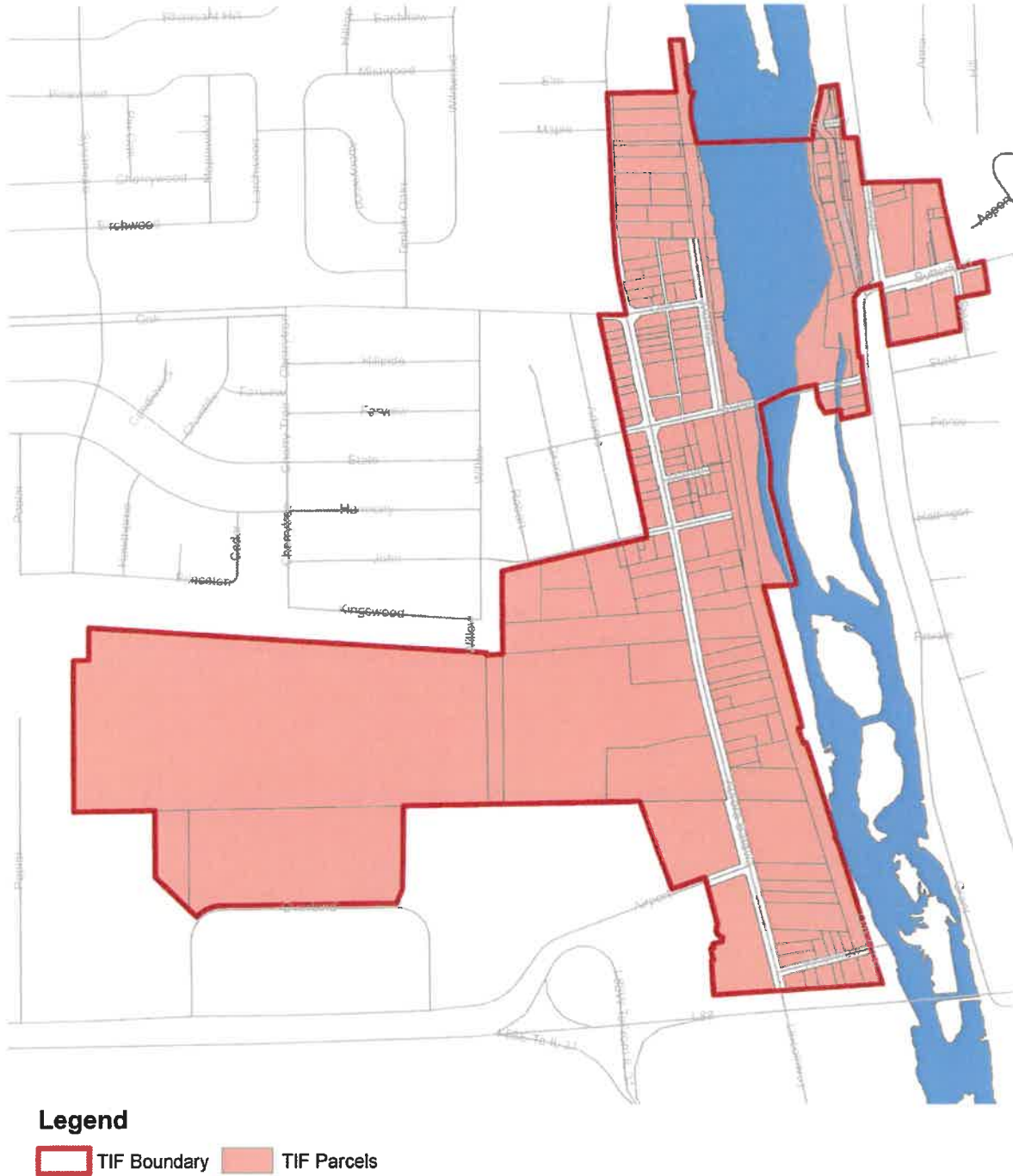


EXHIBIT 2

PROPOSED NORTH AURORA UNITED TIF BOUNDARY



TAX INCREMENT FINANCING

The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 - 74.4 - 1, et seq., as amended (the “Act”), stipulates specific procedures, which must be adhered to in designating a Redevelopment Project Area and amendments thereto. A Redevelopment Project Area is defined as:

“..an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas” (65 ILCS 5/11-74.4-3(p)).

Section 5/11-74.4-3(a) defines a “blighted area” as:

“...any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where: (1) If improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; need for environmental remediation; or declining total equalized assessed value.”

Section 5/11-74.4-3(a) defines a “conservation area” as:

“...any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of 3 or more of the following factors: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; environmental remediation costs impede development; decline or minimal marginal increase in equalized assessed valuation; is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area.”

This report summarizes the analyses and findings of the Village’s planning consultant, Teska Associates, Inc. (“Teska”). Determination of eligibility of the proposed Project Area is based on a comparison of data gathered through field observations by Teska Associates, Inc., document and archival research, and information obtained from the Village of North Aurora and Kane County, Illinois against the eligibility criteria set forth in the Act.

Teska has prepared this report with the understanding that the Village would rely on:

1. the findings and conclusions of this report in proceeding with the designation of the Project Area as a Redevelopment Project Area under the requirements of the Act; and
2. the fact that Teska has obtained the necessary information to conclude that the Project Area can be designated as a Redevelopment Project Area in compliance with the Act.

The North Aurora United TIF Project Area (the "Project Area") is eligible for designation as a "conservation area" based on the predominance and extent of parcels exhibiting the following primary characteristics:

1. Age of buildings
2. Deterioration;
3. Inadequate utilities;
4. Deleterious land use or layout;
5. Lack of community planning; and

Each of these factors contributes significantly towards the eligibility of the Project Area as a whole.

DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

The Project Area generally consists of those properties located along Illinois Route 31, north of Interstate 88 and south of Elm Street, as well as some additional adjacent parcels. The Project Area is predominantly commercial in nature, but also includes limited light industrial, residential and municipal land uses. The Project Area contains one-hundred and forty-two (142) structures on two-hundred and thirteen (213) parcels. The total land area of the Project Area is approximately two-hundred and sixty-five (265) acres, more or less. "Exhibit 2" illustrates the exact boundaries of the Project Area.



Aerial Location Map

ELIGIBILITY FINDINGS

Teska conducted a field survey of every property located within the Project Area. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each building and parcel. This survey occurred on July 10, 2020 and again on September 14, 2020. Photographs further document the observed conditions. Field observations were supplemented with information provided by Village of North Aurora and Kane County officials.

In order to be designated as a 'conservation area', at least 50% of the structures must be 35 years or more in age. Additionally, a combination of at least three of the other blighting factors outlined in the Act must be present to a meaningful extent and reasonably distributed throughout the Project Area.

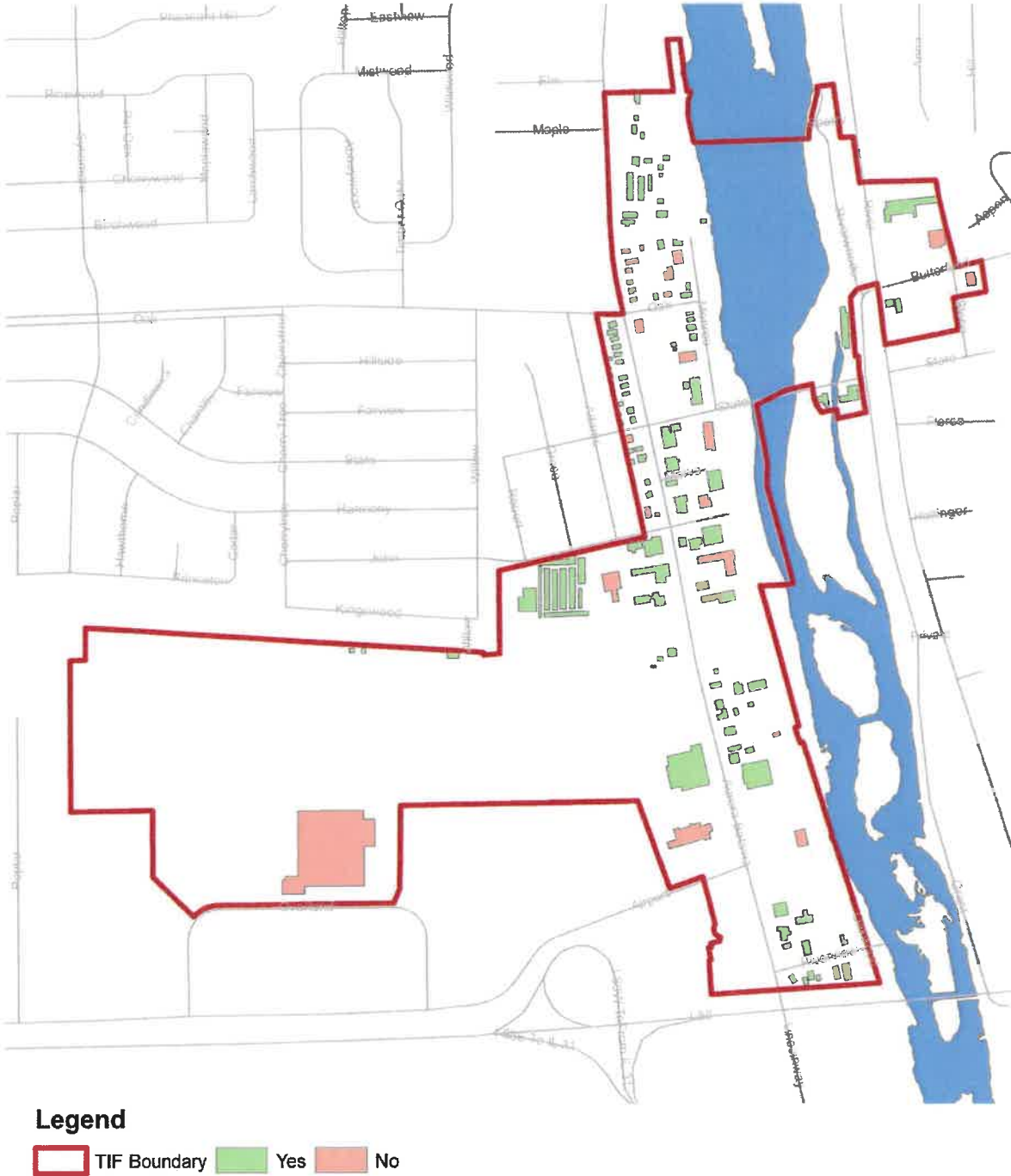
Age of Buildings

Based on field analysis and historical records provided by the Village of North Aurora and Kane County, as well as various internet real estate sources, approximately 117 out of 142 (82%) of the buildings within the Project Area are more than 35 years in age (see "Exhibit 3"). This meets the statutory requirement that a minimum of 50% of the buildings in a 'conservation area' be 35 years of age or older. Therefore, this Eligibility Report evaluates the Project Area based on the 'conservation area' requirements as set forth in the Act.

Buildings over 35 years in age	117	82%
Buildings under 35 years in age	25	18%
Total Buildings	142	100%

EXHIBIT 3

BUILDING AGE OVER 35 YEARS



Dilapidation

Dilapidation refers to an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or site improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

None of the structures within the Project Area displays evidence of this type of extreme physical state of disrepair. Dilapidation is therefore not present within the Project Area to a meaningful extent and does not contribute towards the designation of the Project Area as a 'conservation area.'

Obsolescence

Obsolescence is the condition or process of falling into disuse. Obsolete structures have become ill-suited for their original use. With respect to properties and buildings, the nature of obsolescence may be functional or economic, or a combination of both. Generally, functional obsolescence relates to the physical utility of a property or structure, and economic obsolescence relates to the ability of a property or building to compete in the marketplace.

a) Functional obsolescence

The design and spatial layout of buildings and site improvements and their geographical location respond to market needs for specific uses at the time those buildings and improvements are constructed. Additionally, buildings and improvements are designed within the technological constraints of the time. Design and spatial layout characteristics of buildings and site improvements include, but are not limited to, floor area, height, column spacing, loading and service areas, building orientation, on-site parking and storage areas, and vehicular circulation.

Over time, geographical and structural changes occur within industries and real estate markets causing properties to become ill suited for their original use, resulting in deficiencies in those buildings that limit their ability to function for their original purpose. This loss in functionality and overall usefulness or desirability of a property, diminishes the value of the building and the property.

b) Economic obsolescence

Economic obsolescence is generally a result of building or site improvements that cause some degree of market rejection, resulting in a diminished market value of the property for its original intended use. Symptoms of economic obsolescence include excessive vacancies, lack of maintenance, deterioration, and dilapidation of buildings and site improvements.

Site improvements, including sewer and water lines, public utility lines (gas, electric, and telephone), roadways, parking areas, parking structures, sidewalks, curbs and gutters, lighting, etc., may also evidence obsolescence in terms of their relationship to contemporary development standards for such improvements. Factors of this type of obsolescence may include inadequate utility capacities, outdated designs, etc.

Typically, buildings with excessive vacancies or those classified as deteriorating or dilapidated contain undesirable building or site improvement conditions that may be infeasible to cure, resulting in an accelerated decline in market value. When not corrected, these building and site

improvement deficiencies adversely impact neighboring areas, thereby detracting from the physical, functional, and economic vitality of the overall area.

Obsolescence, both economic and functional, is present to some degree within the Project Area. However, such instances of obsolescence are isolated and not widely distributed throughout the Project Area. The presence of obsolescence therefore does not significantly contribute towards designation of the Project Area as a 'conservation area'.

Deterioration

With respect to buildings, deterioration refers to defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas show clear evidence of deterioration, including but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

The field survey found that 83 out of 140 buildings (59%) exhibit some level of these types of deteriorating characteristics. Although most instances of such deterioration are not severe, clear evidence of building deteriorating conditions include cracks in masonry walls and foundations, broken windows and doors, and roofs and gutters in need of repair. These issues are widely distributed throughout the Project Area.

Deterioration of surface improvements was found on 106 out of 213 parcels within the Project Area (50%). Poor conditions of streets, sidewalks, paved parking areas, driveways, fences, and curbs and gutters were the most common examples.

Type	Number	Total	Percent
Building	85	142	60%
Site	106	213	50%

The presence of deterioration, both of buildings and surface improvements, is widely distributed throughout the entirety of the Project Area. The presence of deterioration of buildings and surface improvements is therefore a significant contributing factor towards the designation of the Project Area as a 'conservation area.'

EXHIBIT 4

BUILDING AND SITE DETERIORATION



Illegal Use of Individual Structures

Illegal use of individual structures refers to the use of structures in violation of applicable federal, state, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

The exterior field survey conducted by Teska found no obvious instances of illegal uses of structures within the Project Area. In addition, no documented illegal uses were provided by Village code enforcement officials. Therefore, illegal use of individual structures does not contribute towards the designation of the Project Area as a 'conservation area.'

Presence of Structures Below Minimum Code Standards

Structures below minimum code standards include all structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property (but not including housing and property maintenance codes).

The exterior field survey conducted by Teska found no obvious instances of code violations within the Project Area. In addition, no documented code violations were provided by Village code enforcement officials. Therefore, the presence of structures below minimum code standards does not contribute towards the designation of the Project Area as a 'conservation area.'

Excessive Vacancies

Excessive vacancies refer to the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Building vacancy is unusually difficult to determine at this time due to the ongoing pandemic. Many businesses are closed temporarily due to the virus and State quarantine efforts. It is difficult to determine if a building is actually vacant or if it is just closed due to the pandemic. In addition, it is unfortunately very likely that some businesses that are temporarily closed may indeed not reopen after the quarantine restrictions are lifted.

Although Vacancies are present within the project Area, it is difficult to determine an exact count at this time. Excessive vacancies is not considered as a contributing factor towards the designation of the Project Area as a 'conservation area.'

Lack of Ventilation, Light, or Sanitary Facilities

Inadequate ventilation is characterized by the absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

None of the buildings in the Project Area are known to exhibit this characteristic of lack of ventilation, light or sanitary facilities. Lack of ventilation, light, or sanitary facilities does not contribute to the designation of the Project Area as a 'conservation area.'

Inadequate Utilities

This factor relates to all underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

There are a number of infrastructure issues present within the Project Area as identified by Village officials, including:

1. Burying of overhead power lines located on east side of IL Route 31, between Interstate 88 and State Street.
2. Watermain in need of replacement between Interstate 88 and State Street. (This item is listed as the Phase II watermain replacement in the Village's Long Term Capital Improvement Program.
3. Sidewalk improvements. Many gaps in sidewalk connectivity exist along IL Route 31. These gaps are identified in the Village-wide sidewalk gap analysis.
4. Improvements to IL Route 31, including lack of lane width and insufficient right-of-way width.
5. Intersection improvements, including correcting intersection geometric issues at IL Route 31 and Airport Road, and IL Route 31 and State Street.

The documented infrastructure issues are significant and widely distributed throughout the Project Area. Therefore, inadequate utilities contribute towards the designation of the Project Area as a 'conservation area.'

Excessive Land Coverage and Overcrowding of Structures and Community Facilities

This factor relates to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape, in relation to present-day standards of development for health and safety, and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

The Project Area exhibits isolated instances of excessive land coverage and overcrowding of structures including buildings with inadequate building separations and confusing parking and circulation layouts. However, these circumstances are not widespread and distributed throughout the Project Area. Therefore, excessive land coverage and overcrowding of structures is not a contributing factor toward the designation of the Project Area as a 'conservation area.'

Deleterious Land Use or Layout

Deleterious land uses include the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.



The Project Area contains a mix of residential, municipal, industrial and commercial/retail uses. While industrial and commercial uses can be compatible, inappropriate site design and layout of existing development has resulted in parking and traffic circulation issues throughout the Project Area. In addition, there are many instances of residential uses adjacent to intensive commercial and/or industrial uses. Transition of residential to commercial uses along Route 31 have resulted in a mixture of uses that are not necessarily compatible. These deleterious land use relationships are further exasperated by parking, circulation, noise and odor impacts that negatively affect adjacent residential neighborhoods.



Therefore, deleterious land use or layout significantly contributes towards the designation of the Project Area as a 'conservation area.'

Lack of Community Planning

Lack of community planning occurs when the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

The Village's first comprehensive plan was completed in 1969. Although there has been some more recent development within the Project Area, the majority of the Project Area was developed prior to 1969 (more specifically, in the 1920's and in the 1950's and 1960's). The negative consequences from this unplanned development include parcels with excessive depth in relation to width, parcels of inadequate depth, parcels without sufficient street access, buildings constructed over parcel lines, incompatible land use relationships, and inadequate parking and circulation. These circumstances are further exacerbated due to the proximity to the river and improvements of IL Route 31.

Evidence of adverse conditions resulting from a lack of community planning are present and widely distributed throughout the Project Area. Therefore, lack of community planning is considered as a qualifying factor towards designation of the Project Area as a 'conservation area.'

Environmental Clean-Up

This factor is relevant when the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Given the age of buildings, environmental issues may exist within the Project Area. Environmental remediation activities have been conducted within the Project Area in recent years, and isolated contaminated sites currently exist within the Project Area, including contamination along the railroad right-of-way near the Valley Green Golf Course.

Although environmental remediation efforts have been undertaken within the Project Area, and some additional remediation activities will be required in the future, such environmental remediation efforts are isolated and not widely distributed throughout the entirety of the Project Area. Therefore, environmental clean-up does not significantly contribute towards the designation of the Project Area as a 'conservation area.'

Decline in the Equalized Assessed Value

This factor can be cited if the total equalized assessed value of the proposed redevelopment project area has declined for three (3) of the last five (5) calendar years for which information is available; or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years for which information is available; or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years for which information is available.

CATEGORY	2015	2016	2017	2018	2019	2020
Total EAV of Project Area	\$12,645,901	\$13,296,527	\$13,947,993	\$15,135,785	\$15,778,785	\$17,332,278
Percent Change in EAV		5.14%	- 4.90%	8.52%	4.25%	9.85%
Total EAV of Village (excluding Project Area)	\$451,187,511	\$477,485,096	\$495,556,794	\$526,054,939	\$549,603,521	\$579,666,637
Percent Change in EAV		5.83%	3.78%	6.15%	4.48%	5.47%
CPI for All Urban Consumers	237.017	240.008	245.120	251.107	255.657	258.811
Percent Change in CPI		1.26%	2.13%	2.44%	1.81%	1.23%

The equalized assessed value for all of the parcels within the Project Area has decreased in one (1) of the previous five (5) years (2017). The Project Area has increased at a lesser rate than the remainder of the Village of North Aurora (excluding the Project Area) in two (2) of the previous five (5) years (2016 and 2019). The Project Area has increased at a lesser rate than the Consumer Price Index (CPI) in one (1) of the previous five (5) years (2017).

Decline in the equalized assessed value therefore does not significantly contribute toward the designation of the Project Area as a 'conservation area'.

CONCLUSION

Based on the findings contained within this Eligibility Report, the Project Area as a whole qualifies as a 'conservation area' according to the eligibility criteria established in the Act, based on the predominance and extent of parcels exhibiting the following characteristics:

1. Building age;
2. Deterioration;
3. Inadequate utilities;
4. Deleterious land use or layout;
5. Lack of community planning; and

Each of these factors contributes significantly towards the eligibility of the Project Area as a 'conservation area.' All of these characteristics point to the need for designation of the Project Area as a 'conservation area', to be followed by public intervention in order that redevelopment might occur.

Therefore, the North Aurora United Redevelopment Project Area qualifies as a 'conservation area' when evaluated against the eligibility criteria as established in the Act.

APPENDIX B

**NORTH AURORA UNITED
TAX INCREMENT FINANCING DISTRICT
HOUSING IMPACT STUDY**

Village of North Aurora, Illinois



July 2021

Prepared by:
Teska Associates, Inc.



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INTRODUCTION

For the North Aurora United TIF District, Village officials have determined that, without direct municipal involvement and financial assistance, planning objectives for this area cannot be met. To encourage new investment along the IL Route 31 corridor, the Village has decided to utilize Tax Increment Financing (TIF) as one of several potential financial tools to facilitate redevelopment in this area.

As a part of the feasibility study for a proposed TIF district, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11 - 74.4 - 1, et seq.) (the Act) stipulates that a Housing Impact Study must be prepared when:

...the redevelopment plan would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and no certification is made [that the redevelopment plan will not result in displacement of residents]... (Section 11-74.4-3(n)(5)).

The North Aurora United TIF District contains approximately 80 residential units, which exceeds the 75-unit threshold and therefore requires completion of this Housing Impact Study. This estimate is based on multiple field surveys completed as a part of the TIF Eligibility Study, the most recent of which was conducted on Friday, April 16, 2021. While no definitive redevelopment proposals that could potentially displace existing residential units are currently in place, some residential units may eventually be displaced in order to facilitate future redevelopment opportunities. Therefore, the Village has prepared this report to satisfy the requirements of Section 11-74.4-3(n)(5).

The number and type of residential buildings in the Project Area potentially affected by the Redevelopment Plan were identified during the building condition and land use survey conducted as part of the eligibility analysis for the Redevelopment Project Area. A good faith estimate and determination of the number of residential units within each such building, whether such residential units were inhabited, and whether the inhabitants were low-income or very low-income households, are based on a number of research and analytical tools including physical building surveys, data obtained from the Village and Kane County, online real estate websites, and the U.S. Census and American Community Survey (ACS).



Existing Single-Family Residential



Existing Multi-Family Residential

PART I: HOUSING INVENTORY

The Act stipulates specific information that must be provided in a Housing Impact Study. According to the Act, Part I of the Housing Impact Study shall include:

(i) data as to whether the residential units are single family or multi-family units, (ii) the number and type of rooms within the units, if that information is available, (iii) whether the units are inhabited or uninhabited, as determined not less than 45 days before the date that the ordinance or resolution required by subsection (a) of Section 11-74.4-5 is passed, and (iv) data as to the racial and ethnic composition of the residents in the inhabited residential units. The data requirement as to the racial and ethnic composition of the residents in the inhabited residential units shall be deemed to be fully satisfied by data from the most recent federal census.



Existing Multi-family Residential

Type of Residential Units

Table 1 describes the North Aurora United Redevelopment Project Area residential units by type.

Table 1: Dwelling Units by Type		
Housing Type	Number of Housing Units	% of Residential Housing Units
Single-Family	36	45%
Multi-Family	44	55%
Total	80	100%

Source: Field Survey

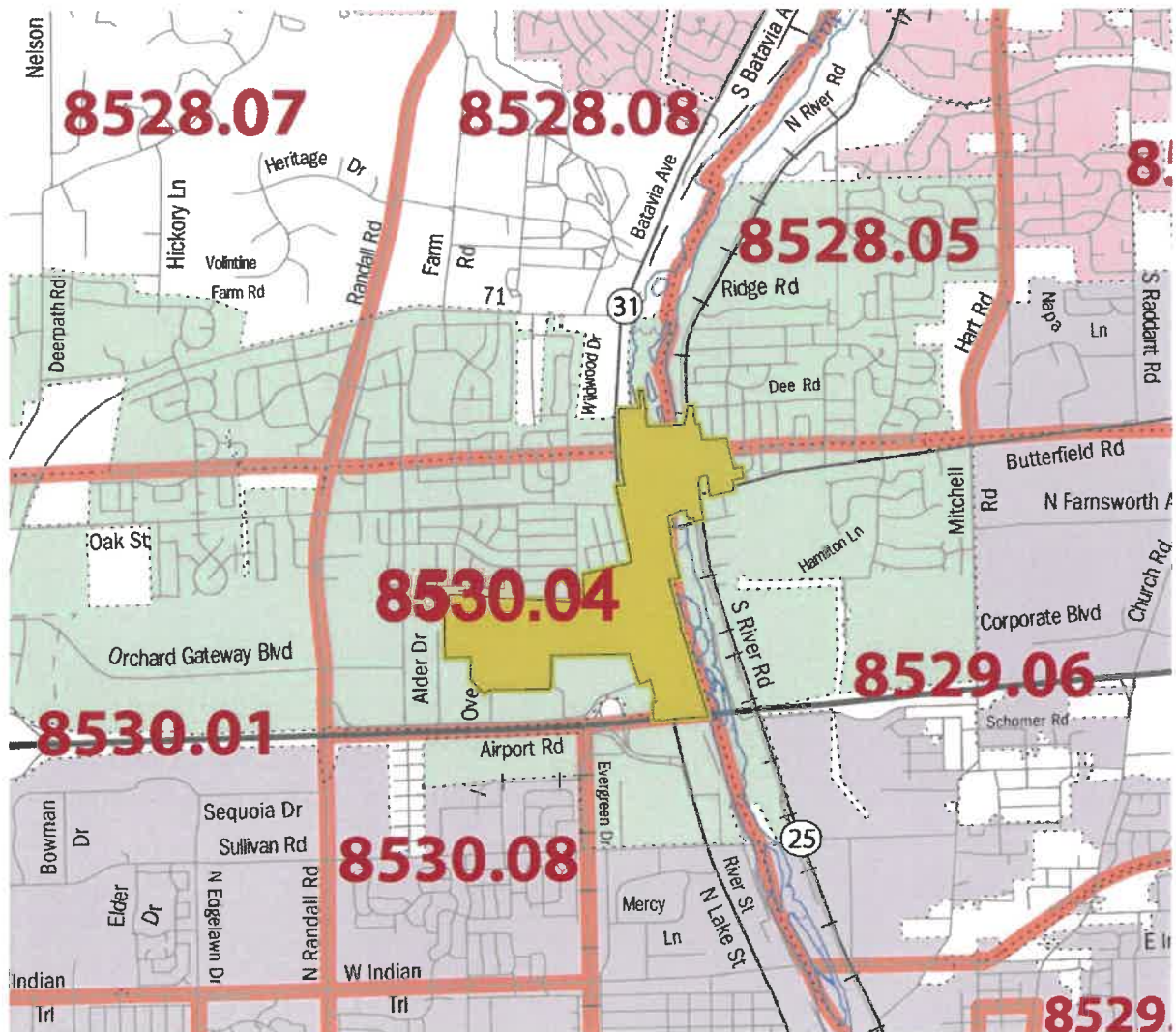
Number of Residents

For purposes of this study, data has been gathered from the 2019 American Community Survey (ACS). In this study, we have relied on the ACS because it is the best available information regarding the structures and residents of the Project Area. The Project Area contains portions of the following census tracts (see map on following page for the location of each census tract). In total, there are 80 residential housing units and approximately 186 residents within the Project Area.

Table 2: Housing Units and Population						
Census Tract	Single-Family Household Size	Multi-Family Household Size	Single-Family Housing Units	Multi-Family Housing Units	Total Housing Units	Estimated Number of Residents
8528.05	2.83	2.12	0	0	0	0
8528.08	2.80	2.13	3	0	3	8
8529.06	3.06	2.12	0	0	0	0
8530.04	2.66	2.05	33	44	77	178
Total			36	44	80	186

Source: 2019 American Community Survey

Exhibit A – Census Tracts



Number and Type of Bedrooms

Tables 3, 4, and 5, respectively, describe the distribution of the residential units in the Project Area by number of bedrooms, kitchen and plumbing facilities, and uninhabited units.

Table 3 shows the estimated number of bedrooms in residential units in the Project Area. As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A residential unit consisting of only one room, such as a one-room efficiency apartment, is classified by definition as having no bedroom.

Table 3: Estimated Number of Bedrooms per Dwelling Unit								
# of Bedrooms	% Total 8528.05	Estimated 8528.05*	% Total 8528.08	Estimated 8528.08*	% Total 8529.06	Estimated 8529.06*	% Total 8530.04	Estimated 8530.04*
0	0%	0	0%	0	1%	0	10%	7
1	1%	0	2%	0	18%	0	9%	7
2	12%	0	22%	1	23%	0	36%	28
3	40%	0	44%	1	36%	0	35%	27
4	38%	0	30%	1	21%	0	9%	7
5 or more	9%	0	2%	0	1%	0	1%	1
Total	100%	0	100%	3	100%	0	100%	77

* Calculated as a % of total housing units

Source: 2019 American Community Survey

Units with Kitchen and Plumbing Facilities

Table 4 shows the estimated number of conventional residential units in the Project Area with kitchen and plumbing facilities. As defined by the Census Bureau, a unit has complete kitchen facilities when it has all of the following: (1) an installed sink with piped water; (2) a range, cook top and convection or microwave oven, or cook stove; and (3) a refrigerator. All kitchen facilities must be located in the structure. They need not be in the same room. Portable cooking equipment is not considered a range or cook stove. An ice box is not considered to be a refrigerator. As defined by the Census Bureau, complete plumbing facilities include hot and cold piped water, a flush toilet, and a bathtub or shower. All three facilities must be located inside the house, apartment, or mobile home, but not necessarily in the same room. Housing facilities are classified as lacking complete plumbing facilities when any of the three facilities are not present.

Table 4: Estimated Number of Units with Kitchen and Plumbing Facilities				
Census Tract	% Units with Facility	Estimated # Units with Facility	% Units without Facility	Estimated # Units without Facility
8528.05	100%	0	0%	0
8528.08	100%	3	0%	0
8529.06	99%	76	1%	1
8530.04	91%	0	9%	0
Total		79		1

Source: 2019 American Community Survey

Inhabited Units

The occupancy status of the residential units in the Project Area must be determined not less than 45 days prior to the adoption of an ordinance or resolution fixing the time and place for public hearing. The Village of North Aurora adopted an ordinance fixing the time and place for public hearing on April 19, 2021, and the occupancy status of the residential units was initially determined on September 14, 2020, and confirmed again on April 16, 2021. As of that date, as determined initially by a building-by-building field survey and then confirmed via the 2010 U.S. Census and 2019 American Community Survey, an estimated 2.5% of units in the Project Area were determined to be uninhabited. Therefore, 75 residential units in the Project Area are assumed to be inhabited, as shown in Table 5:

Table 5: Estimated Number of Inhabited Units							
Census Tract	Total Units	Occupied Units	Vacant Units	Vacancy Rate	Units in Project Area	Estimated Vacant in Project Area	Estimated Inhabited in Project Area
8528.05	2,231	2,147	84	4%	0	0	0
8528.08	2,769	2,757	12	0%	3	0	3
8529.06	2,289	2,112	177	8%	0	0	0
8530.04	1,447	1,407	40	3%	77	2	75
Total					80	2	75

Source: 2019 American Community Survey

Racial and Ethnic Composition

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units is determined according to the most recent federal census data. As noted, there are an estimated 186 residents in the Project Area. Racial and ethnic composition is available from the 2019 American Community Survey. Table 6 identifies residents by their racial and ethnic composition and estimates the racial and ethnic composition of the residents within the Project Area.

Table 6: Estimated Racial and Ethnic Composition of Residents				
Race	Tract 8528.05	Tract 8528.08	Tract 8529.06	Tract 8530.04
White Only	5,076	6,836	3,723	2,811
Black or African American Only	98	66	479	204
American Indian and Alaskan Native Only	33	0	20	0
Asian Only	48	240	348	22
Native Hawaiian and Other Pacific Islander Only	8	0	0	0
Other Single Race	607	281	954	296
Two or More Races	155	119	244	47
Total	6,025	7,542	5,768	3,380

Source: 2019 American Community Survey

Economic Composition

The distribution of household income for residents within the Project Area is based on 2019 American Community Survey data. In order to estimate the number of moderate-, low-, very low-, and extremely low-income households in the Project Area, Census Tract household incomes from the 2019 American Community Survey were used. As determined by the US Department of Housing and Urban Development ("HUD"), the definitions of the income categories, adjusted for household size, are as follows:

- i. An extremely low-income household has an adjusted income of not more than 30% of the area median income.
- ii. A very low-income household has an adjusted income of more than 30% and not more than 50% of the area median income.
- iii. A low-income household has an adjusted income of more than 50% and not more than 80% of the area median.
- iv. A moderate-income household has an adjusted income of more than 80% and not more than 120% of the area median.

The median household income for the Village of North Aurora is \$86,537, based on data from the 2019 American Community Survey. The estimates of households at or below the moderate-income level collectively represent approximately 64% of the total inhabited residential units in the Project Area. As a result, the Village will implement the Redevelopment Plan (including the requirements applicable to composition of the joint review board under Section 11-74.4-5(b) of the Act) as if more than fifty percent (50%) of the residential units are occupied by very low-, low-, or moderate-income households.

Table 7: Study Area Very Low, Low, and Moderate Household Income Level		
Median Household Income Level	Income Categories Based on Median Household Income Level	% Households within Study Area (4)
Very Low Income (1)	\$43,268 and under	23
Low Income (2)	\$43,269 to \$69,229	17
Moderate Income (3)	\$69,230 to \$103,844	11
Total		51

Source: 2019 American Community Survey

- (1) Definition of Very Low Income Household as defined by the Illinois Affordable Housing Act: "Very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than 50% of the median income of the area of residence.
- (2) Definition of Low Income Household as defined by the Illinois Affordable Housing Act: "Low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50% but less than 80% of the median income of the area of residence.
- (3) "Moderate income household" means a single person, family or unrelated persons living together whose adjusted income is more than 80% but less than 120% of the median income of the area of residence.
- (4) The percentages of the study area households that qualify as very low, low, and moderate income were determined at the census tract level, as per 2019 American Community Survey data.

PART I: RELOCATION PLANS

The Act specifies that the second part of a Housing Impact Study must:

...identify the inhabited residential units in the proposed redevelopment project area that are to be or may be removed. If inhabited residential units are to be removed, then the housing impact study shall identify (i) the number and location of those units that will or may be removed, (ii) the municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose residences are to be removed, (iii) the availability of replacement housing for those residents whose residences are to be removed, and shall identify the type, location, and cost of the housing, and (iv) the type and extent of relocation assistance to be provided.

Residential Units Which May be Displaced

The Redevelopment Plan indicates that inhabited residential units may or may not be targeted for acquisition during the 23-year lifetime of the TIF. Residential units may be displaced from the North Aurora United TIF District in order to facilitate potential future development opportunities. The potential removal of any buildings containing residential units and any displacement of residents of inhabited units will be done within the intent of the North Aurora United TIF District Redevelopment Plan. These units, if displaced, are likely to be displaced over time throughout the life of the Redevelopment Plan.

Availability of Replacement Housing

According to data in the 2019 American Community Survey and verified by field observations, approximately 71% of housing units in the Project Area are owner occupied. Conversely, approximately 29% of housing units in the Project Area are renter occupied. Therefore, both for-sale and for-rent units are considered for potential replacement housing.

Table 8: Owner vs. Renter Occupancy		
Occupancy	Number	Percentage
Owner Occupied	57	71%
Renter Occupied	23	29%
Total Housing Units	80	100%

Source: Field Survey and 2019 American Community Survey

In order to determine appropriate replacement housing, real estate listings were examined in areas in close proximity to the Project Area. In April 2021, the median home value in the Village of North Aurora, Illinois is \$264,320 (www.zillow.com) and the median rent per month is \$1,300 (www.rentcafe.com). Listings were obtained for homes with list prices approximately equivalent to the market values of homes which may be displaced (\$300,000 and below). The location, type, and cost of a sample of possible replacement housing units in these areas are shown in Table 10 and 11. The information presented is based on classified advertisements from multiple sources, including *Trulia.com*, *Zillow.com* and *Apartments.com* during April 2021. If relocation for displaced residents is required, there are similar priced single-family homes and rental units available both within the Village of North Aurora and in the immediate vicinity.

Table 9: Real Estate for Sale in North Aurora

Housing Type	Location	Price
Townhouse	203 Linn Court, North Aurora	\$103,000
Single-Family	216 Sharon Lane, North Aurora	\$259,900
Single-Family	24 North Willow Way, North Aurora	\$245,000
Single-Family	904 Darwin Street, North Aurora	\$272,050
Single-Family	325 Sussex Lane, North Aurora	\$292,300

Source: www.zillow.com

Table 10: Real Estate for Rent in North Aurora

Housing Type	Location	Price
Apartment	Springs at Orchard Road 1801 Oak Street, North Aurora	\$1,176 - \$1,834
Apartment	Courtyards Village West 844 Staghorn Lane, North Aurora	\$1,000 - \$1,295
Apartment	Orchard Village 1240 West Indian Trail Road, Aurora	\$1,208 - \$2,081
Apartment	Arbor West Apartments 1240 Nantucket Road, Aurora	\$1,000 - \$1,525
Apartment	1101 Ritter Street, North Aurora	\$1,150 - \$1,400

Source: www.trulia.com

Village's Plans for Relocation Assistance and Type and Extent of Relocation Assistance

The Village of North Aurora may provide relocation assistance to residents displaced by this Redevelopment Plan. Such assistance may include reimbursement for actual reasonable expenses for moving, including real estate transaction costs up to eight percent (8%) of the value of the replacement housing unit.

In addition, to the extent that any removal or displacement will affect households of low-income and very low-income persons, the Village will provide affordable housing and relocation assistance not less than that which would be provided under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may either be existing or newly constructed housing and the Village shall make a good faith effort to ensure that the affordable housing is located in or near the Project Area. For the purposes of this Housing Impact Study, "low-income households", "very low-income households", and "affordable housing" shall have the meanings set forth in the Illinois Affordable Housing Act. As of the date of this Redevelopment Plan, these statutory terms have the following meaning: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50 percent (50%) but less than 80 (80%) percent of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD") for purposes of Section 8 of the United States Housing Act of 1937 ("Section 8"); (ii) "very low-income household" means a single person, family, or unrelated persons living together whose adjusted income is not more than 50 percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by HUD for the purposes of Section 8 of the United States Housing Act of 1937; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent (30%) of the maximum allowable income for such households, as applicable.

APPENDIX C – LEGAL DESCRIPTION

THAT PART OF SECTIONS 3 AND 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 33, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN AURORA TOWNSHIP, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED) WITH THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1570.21 FEET TO A LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO NORTH AURORA, MEASURED ALONG THE EASTERLY LINE OF SAID GRAHAM'S SUBDIVISION AND PERPENDICULAR TO SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER, A DISTANCE 22.07 FEET TO A LINE 75 FEET EAST OFF AND PARALLEL WITH SAID EASTERLY LINE OF GRAHAM'S SUBDIVISION; THENCE NORTHERLY ALONG SAID LINE 75 FEET EAST OFF AND PARALLEL WITH THE EASTERLY LINE OF GRAHAM'S, A DISTANCE OF 100 FEET; THENCE EASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.56 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 906.74 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 160.44 FEET TO THE WESTERLY SHORE LINE OF FOX RIVER; THENCE NORTHERLY MEANDERING ALONG SAID WESTERLY SHORE LINE OF FOX RIVER, A DISTANCE OF 1152.51 FEET TO THE SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ACROSS SAID STATE STREET, A DISTANCE 288.66 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF SAID STATE STREET AND THE EASTERLY SHORE LINE OF FOX RIVER; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF STATE STREET, A DISTANCE OF 101.13 FEET TO A LINE AT RIGHT ANGLE TO SAID NORTHERLY LINE OF STATE STREET AND THROUGH THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON JUNE 3, 1998; THENCE SOUTHERLY ACROSS SAID STATE STREET, A DISTANCE OF 50 FEET TO THE SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978, A DISTANCE OF 37.5 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 34.26 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 62.11 FEET TO A LINE 131.25 FEET SOUTHERLY OFF AND PARALLEL WITH SAID SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ALONG THE SOUTHERLY OF SAID PARCEL OF LAND, A DISTANCE 100.71 FEET TO THE EAST BANK OF THE FORMER MILL RACE; THENCE SOUTHERLY MEANDERING ALONG SAID EAST BANK, A DISTANCE OF 62.95 FEET TO THE SOUTH LINE OF LOT 3 OF BLOCK 15 OF A.H. STONE'S SUBDIVISION OF LOTS 15 AND 25 OF THE NORTHEAST QUARTER AND LOT A OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 180.14 FEET TO THE EASTERLY LINE OF SAID LOT 3, BEING ALSO THE WESTERLY LINE OF GRANT STREET; THENCE NORTHERLY MEANDERING ALONG THE SAID WESTERLY LINE OF GRANT STREET, A DISTANCE OF 805.91 FEET TO SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 33 AND PART OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, A DISTANCE OF 22 FEET TO THE EAST LINE OF SAID RIVERWOODS FINAL PLAT OF SUBDIVISION; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 12.62 FEET TO THE NORTH LINE OF BUTTERFIELD ROAD; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 70.90 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE SOUTHERLY A DISTANCE OF 62.91 FEET TO THE NORTHWEST CORNER OF BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE SOUTH

ALONG THE WEST LINE OF SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORHT AURORA, A DISTANCE OF 352.64 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE LOT 1 IN SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTHERLY LINE OF LOT 1, A DISTANCE OF 494.94 FEET TO EASTERLY LINE OF SAID LOT 1 IN BLOCK 1; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 1, A DISTANCE OF 201.52 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 3 IN BLOCK 3 OF SAID A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY LINE OF LOT 3 IN BLOCK 3, A DISTANCE OF 200.26 FEET TO EASTERLY LINE OF SAID BLOCK 3 IN A.H. STONE'S ADDITION TO NORTH AURORA; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF BLOCK 3, A DISTANCE OF 197 FEET TO THE NORTHER LINE OF SAID BLOCK 3; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BLOCK 3, A DISTANCE OF 156.62 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN A TRUSTEE'S DEED AS DOCUMENT NO. 96K029112 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 23, 1996; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE OF 566.08 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED AS DOCUMENT NO. 2021K034030 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 30, 2021; THENCE WEST ALONG SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 457.44 FEET TO WESTERLY LINE OF A ROAD 50 FEET WIDE, NOW KNOWN AS THE NORTH AURORA AND BATAVIA ROAD ON THE EAST SIDE OF FOX RIVER; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF A ROAD 50 FEET WIDE, A DISTANCE OF 284.50 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE WEST ALONG SAID NORTH LINE OF SECTION 4, A DISTANCE OF 76.59 FEET TO THE WEST RIGHT OF WAY OF BURLINGTON NORHTERN AND SANTA FE RAILROAD, BEING ALSO THE EAST LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 332.18 FEET TO THE NORTH LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 104.13 FEET TO THE WESTERLY LINE OF RIVERWOODS FINAL PLAT SUBDIVISION; THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 39.83 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 70.22 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 162.06 FEET, THENCE SOUTH A LONG SAID WESTERLY LINE, A DISTANCE OF 107.86 FEET TO THE SOUTH LINE OF SAID SECTION 33; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 33, ACROSS FOX RIVER, A DISTANCE OF 711.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONDED); THENCE NORTH MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 649.66 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF RIVER FOREST ACRES, NORTH AURORA; THENCE WEST ALONG SAID EAST EXTENSION, A DISTANCE OF 80.47 FEET TO A LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID RIVER FOREST ACRES, NORTH AURORA; THENCE SOUTH ALONG SAID LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF RIVER FOREST ACRES, NORTH AURORA, A DISTANCE OF 326.29 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 4 IN RIVER FOREST ACRES, NORTH AURORA, AFORESAID; THEN EAST ALONG SAID EAST EXTENSION, SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 431.68 FEET TO THE WESTERLY LINE RIVER FOREST ACRES, NORTH AURORA AFORESAID, BEING ALSO THE CENTERLINE OF LINCOLN WAY; THENCE SOUTH ALONG SAID CENTERLINE OF LINCOLN WAY, A DISTANCE OF 1380 FEET TO THE CENTERLINE OF OAK STREET; THENCE WEST ALONG SAID CENTERLINE OF OAK STREET; A DISTANCE OF 189.70 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF AN ALLEY LYING WEST OF LINCOLN WAY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, SAID CENTERLINE AND THE SOUTHERLY EXTENSION THEREOF, ACORSS STATE STREET, A DISTANCE OF 1427.64 FEET TO THE SOUTHERLY LINE OF JOHN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF JOHN STREET, A DISTANCE OF 901.45 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE SOUTH ALONG SAID EASTERLY LINE, A DISTANCE OF 514.84 FEET TO AN OLD CLAIM LINE FORMING A DEFLECTION ANGLE OF 92 DEGREES 49 MINUTES 29 SECONDS AND 940.59 FEET NORTH OFF THE SOUTH LINE OF THE NORTH

HALF OF THE SOUTH HALF OF SAID SECTION 4 (MEASURED ALONG SAID EASTERLY LINE); THENCE WESTERLY ALONG SAID OLD CLAIM LINE, A DISTANCE OF 101.56 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE NORTH ALONG SAID WESTERLY LINE, A DISTANCE OF 15.28 FEET TO A POINT 390.15 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGRESS 40 MINUTES 00 SECONDS TO THE LEFT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2468.04 FEET TO A LINE 100 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 200 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO THE SAID WEST LINE OF SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 941.40 FEET TO THE NORTH LINE OF LOT 1 OF TOLLWAY PARK OF COMMERCE RESUBDIVISION NUMBER 2 IN THE VILLAGE OF NORTH AURORA; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 502.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH A LONG SAID EAST LINE OF LOT 1, A DISTANCE OF 415.53 FEET; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 355.99 FEET TO THE NORTHWESTERLY LINE OF OVERLAND DRIVE, BEING ALSO THE SOUTHERLY LINE OF LOT 2 IN TOLLWAY PARK OF COMMERCE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 2, BEING A CURVE CONCAVED SOUTHERLY, HAVING A RADIUS OF 230 FEET, AN ARC LENGTH OF 180.71 FEET TO A POINT OF TANGENT; THENCE EAST ALONG SAID TANGENT, A DISTANCE OF 1093.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHEAST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.98 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 515.39 FEET TO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE SUBDIVISION NO. 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 550 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE EAST ALONG THE NORTH LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, A DISTANCE OF 927.48 FEET TO THE EASTERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE SOUTHEAST ALONG SAID EASTERLY LINE, A DISTANCE OF 581.49 FEET TO THE SOUTHERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, BEING ALSO THE NORTHERLY LINE OF AIRPORT ROAD; THENCE NORTHEAST ALONG SAID NORTHERLY LINE OF AIRPORT ROAD, A DISTANCE OF 216.63 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE TRUSTEE'S DEED AS DOCUMENT NO. 2008K089494 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON DECEMBER 5, 2008; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE 307.56 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING A CURVE CONCAVED EASTERLY HAVING A RADIUS OF 51.27 FEET, AN ARC LENGTH OF 89.33 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 25.1 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 58.29 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 24.57 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 21.14 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 77.49 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 15.66 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 211.77 FEET TO THE NORTHERLY LINE OF THE NORTHER ILLINOIS TOLL HIGHWAY, SAID LINE BEING 135 FEET NORTHWESTERLY OF (BY RIGHT ANGLES MEASURE) AND PARALLEL WITH THE CENTER LINE OF CONSTRUCTION; THENCE EAST ALONG SAID NORTHERLY LINE OF NORTHER ILLINOIS TOLL HIGHWAY, A DISTANCE OF 381.67 FEET TO THE WESTERLY LINE OF LINCOLN WAY; THENCE EAST ACROSS SAID LINCOLN WAY, A DISTANCE OF 69.30 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF LINCOLN WAY AND SAID NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE 590.32 FEET TO THE POINT OF BEGINNING.

VILLAGE OF NORTH AURORA

ORDINANCE NO. _____

**ORDINANCE ADOPTING TAX INCREMENT FINANCING
FOR THE NORTH AURORA UNITED TIF
REDEVELOPMENT PROJECT AREA**

WHEREAS, the Mayor and Board of Trustees of the Village (the “Board”) have heretofore approved the United TIF Redevelopment Project Area legally described in the document attached hereto and incorporated herein as Exhibit “A” and identified on the boundary map attached hereto and incorporated herein as Exhibit “B” (the “Project Area”) and the a redevelopment plan and project attached hereto and incorporated herein by reference as Exhibit “C” (the “Plan and Project”) in compliance with Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal code, as amended (the “Act”), and the Village has otherwise complied with all other conditions precedent to the establishment of a tax increment financing area as required by the Act; and

WHEREAS, it is desirable and in the best interests of the Village of North Aurora, Kane County, Illinois (the “Village”), for the Village to adopt tax increment allocation financing pursuant to the Act for the Project Area in keeping with the Plan and Project.

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. Recitals. The recitals set forth above are incorporated into this ordinance as the materials findings of the President and Board of Trustees.

Section 2. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Project Area.

Section 3. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Project Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each

year after the effective date of this ordinance until the Plan and Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Project Area (the “Initial EAV”) shall be allocated to and, when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

(b) That portion, if any, of such taxes, which is attributable to the increase in the equalized assessed valuation of each lot, block, tract or parcel of real property in the Project Area over and above the Initial EAV in the Project Area shall be allocated to and, when collected, shall be paid to the municipal treasurer or to his designee pursuant to Section 207A of the Revenue Act of 1939 of the State of Illinois, as amended, who shall deposit said taxes into a special fund, hereby created, and designated as the “North Aurora United TIF Redevelopment Project Area Special Tax Allocation Fund” of the Village, and such taxes shall be used for the purpose of paying Plan and Project costs and obligations incurred in the payment thereof.

Section 4. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage by the Board and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois,
this ____ day of July, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois,
this ____ day of July, 2021, A.D.

Mark Carroll _____ Laura Curtis _____

Mark Guethle _____ Michael Lowery _____

Todd Niedzwiedz _____ Carolyn Bird-Salazar _____

Approved and signed by me as the President of the Board of Trustees of the Village of
North Aurora, Kane County, Illinois, this ____ day of July, 2021, A.D.

Village President, Mark Gaffino

ATTEST:

Village Clerk, Jessi Watkins

EXHIBIT A
United TIF
Legal Description

THAT PART OF SECTIONS 3 AND 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 33, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN AURORA TOWNSHIP, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED) WITH THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1570.21 FEET TO A LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO NORTH AURORA, MEASURED ALONG THE EASTERLY LINE OF SAID GRAHAM'S SUBDIVISION AND PERPENDICULAR TO SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER, A DISTANCE 22.07 FEET TO A LINE 75 FEET EAST OFF AND PARALLEL WITH SAID EASTERLY LINE OF GRAHAM'S SUBDIVISION; THENCE NORTHERLY ALONG SAID LINE 75 FEET EAST OFF AND PARALLEL WITH THE EASTERLY LINE OF GRAHAM'S, A DISTANCE OF 100 FEET; THENCE EASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.56 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 906.74 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 160.44 FEET TO THE WESTERLY SHORE LINE OF FOX RIVER; THENCE NORTHERLY MEANDERING ALONG SAID WESTERLY SHORE LINE OF FOX RIVER, A DISTANCE OF 1152.51 FEET TO THE SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ACROSS SAID STATE STREET, A DISTANCE 288.66 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF SAID STATE STREET AND THE EASTERLY SHORE LINE OF FOX RIVER; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF STATE STREET, A DISTANCE OF 101.13 FEET TO A LINE AT RIGHT ANGLE TO SAID NORTHERLY LINE OF STATE STREET AND THROUGH THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON JUNE 3, 1998; THENCE SOUTHERLY ACROSS SAID STATE STREET, A DISTANCE OF 50 FEET TO THE SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978, A DISTANCE OF 37.5 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 34.26 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 62.11 FEET TO A LINE 131.25 FEET SOUTHERLY OFF AND PARALLEL WITH SAID SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ALONG THE SOUTHERLY OF SAID PARCEL OF LAND, A DISTANCE 100.71 FEET TO THE EAST BANK OF THE FORMER MILL RACE; THENCE SOUTHERLY MEANDERING ALONG SAID EAST BANK, A DISTANCE OF 62.95 FEET TO THE SOUTH LINE OF LOT 3 OF BLOCK 15 OF A.H. STONE'S SUBDIVISION OF LOTS 15 AND 25 OF THE NORTHEAST QUARTER AND LOT A OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 180.14 FEET TO THE EASTERLY LINE OF SAID LOT 3, BEING ALSO THE WESTERLY LINE OF GRANT STREET; THENCE NORTHERLY MEANDERING ALONG THE SAID WESTERLY LINE OF GRANT STREET, A DISTANCE OF 805.91 FEET TO SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 33 AND PART OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, A DISTANCE OF 22 FEET TO THE EAST LINE OF SAID RIVERWOODS FINAL PLAT OF SUBDIVISION; THE NORTH ALONG SAID EAST LINE, A DISTANCE OF 12.62 FEET TO THE NORTH LINE OF BUTTERFIELD ROAD; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 70.90 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE SOUTHERLY A DISTANCE OF 62.91 FEET TO THE NORTHWEST CORNER OF BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA, A DISTANCE OF 352.64 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE LOT 1 IN SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTHERLY LINE OF LOT 1, A DISTANCE OF 494.94 FEET TO EASTERLY LINE OF SAID LOT 1 IN BLOCK 1; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 1, A DISTANCE OF 201.52 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 3 IN BLOCK 3 OF SAID A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY LINE OF LOT 3 IN BLOCK 3, A DISTANCE OF 200.26 FEET TO EASTERLY LINE OF SAID BLOCK 3 IN A.H. STONE'S ADDITION TO NORTH AURORA; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF BLOCK 3, A DISTANCE OF 197 FEET TO THE NORTHER LINE OF SAID BLOCK 3; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BLOCK 3, A DISTANCE OF 156.62 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN A TRUSTEE'S DEED AS DOCUMENT NO. 96K029112 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 23, 1996; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE OF 566.08 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED AS DOCUMENT NO. 2021K034030 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 30, 2021; THENCE WEST ALONG SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 457.44 FEET TO WESTERLY LINE OF A ROAD 50 FEET WIDE, NOW KNOWN AS THE NORTH AURORA AND BATAVIA ROAD ON THE EAST SIDE OF FOX RIVER; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF A ROAD 50 FEET WIDE, A DISTANCE OF 284.50 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE WEST ALONG SAID NORTH LINE OF SECTION 4, A DISTANCE OF 76.59 FEET TO THE WEST RIGHT OF WAY OF BURLINGTON NORTHERN AND SANTA FE RAILROAD, BEING ALSO THE EAST LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 332.18 FEET TO THE NORTH LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 104.13 FEET TO THE WESTERLY LINE OF RIVERWOODS FINAL PLAT SUBDIVISION; THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 39.83 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 70.22 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 162.06 FEET, THENCE SOUTH A LONG SAID WESTERLY LINE, A DISTANCE OF 107.86 FEET TO THE SOUTH LINE OF SAID SECTION 33; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 33, ACROSS FOX RIVER, A DISTANCE OF 711.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED); THENCE NORTH MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 649.66 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF RIVER FOREST ACRES, NORTH AURORA; THENCE WEST ALONG SAID EAST EXTENSION, A DISTANCE OF 80.47 FEET TO A LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID RIVER FOREST ACRES, NORTH AURORA; THENCE SOUTH ALONG SAID LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF RIVER FOREST ACRES, NORTH AURORA, A DISTANCE OF 326.29 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 4 IN RIVER FOREST ACRES, NORTH AURORA,

AFORESAID; THEN EAST ALONG SAID EAST EXTENSION, SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 431.68 FEET TO THE WESTERLY LINE RIVER FOREST ACRES, NORTH AURORA AFORESAID, BEING ALSO THE CENTERLINE OF LINCOLN WAY; THENCE SOUTH ALONG SAID CENTERLINE OF LINCOLN WAY, A DISTANCE OF 1380 FEET TO THE CENTERLINE OF OAK STREET; THENCE WEST ALONG SAID CENTERLINE OF OAK STREET; A DISTANCE OF 189.70 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF AN ALLEY LYING WEST OF LINCOLN WAY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, SAID CENTERLINE AND THE SOUTHERLY EXTENSION THEREOF, ACROSS STATE STREET, A DISTANCE OF 1427.64 FEET TO THE SOUTHERLY LINE OF JOHN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF JOHN STREET, A DISTANCE OF 901.45 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE SOUTH ALONG SAID EASTERLY LINE, A DISTANCE OF 514.84 FEET TO AN OLD CLAIM LINE FORMING A DEFLECTION ANGLE OF 92 DEGREES 49 MINUTES 29 SECONDS AND 940.59 FEET NORTH OFF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 4 (MEASURED ALONG SAID EASTERLY LINE); THENCE WESTERLY ALONG SAID OLD CLAIM LINE, A DISTANCE OF 101.56 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICGO, BURLINGTON, QUINCY RAILROAD; THENCE NORTH ALONG SAID WESTERLY LINE, A DISTANCE OF 15.28 FEET TO A POINT 390.15 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGREES 40 MINUTES 00 SECONDS TO THE LEFT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2468.04 FEET TO A LINE 100 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 200 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO THE SAID WEST LINE OF SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 941.40 FEET TO THE NORTH LINE OF LOT 1 OF TOLLWAY PARK OF COMMERCE RESUBDIVISION NUMBER 2 IN THE VILLAGE OF NORTH AURORA; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 502.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 415.53 FEET; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 355.99 FEET TO THE NORTHWESTERLY LINE OF OVERLAND DRIVE, BEING ALSO THE SOUTHERLY LINE OF LOT 2 IN TOLLWAY PARK OF COMMERCE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 2, BEING A CURVE CONCAVED SOUTHERLY, HAVING A RADIUS OF 230 FEET, AN ARC LENGTH OF 180.71 FEET TO A POINT OF TANGENT; THENCE EAST ALONG SAID TANGENT, A DISTANCE OF 1093.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHEAST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.98 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 515.39 FEET TO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE SUBDIVISION NO. 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 550 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE EAST ALONG THE NORTH LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, A DISTANCE OF 927.48 FEET TO THE EASTERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE SOUTHEAST ALONG SAID EASTERLY LINE, A DISTANCE OF 581.49 FEET TO THE SOUTHERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, BEING ALSO THE NORTHERLY LINE OF AIRPORT ROAD; THENCE NORTHEAST ALONG SAID NORTHERLY LINE OF AIRPORT ROAD, A DISTANCE OF 216.63 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE TRUSTEE'S DEED AS DOCUMENT NO. 2008K089494 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON DECEMBER 5, 2008; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE 307.56 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING A CURVE CONCAVED EASTERLY HAVING A RADIUS OF 51.27 FEET, AN ARC LENGTH OF 89.33 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 25.1 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 58.29 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 24.57 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 21.14 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 77.49 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 15.66 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 211.77 FEET TO THE NORTHERLY LINE OF THE NORTHER ILLINOIS TOLL HIGHWAY, SAID LINE BEING 135 FEET NORTHWESTERLY OF (BY RIGHT ANGLES MEASURE) AND PARALLEL WITH THE CENTER LINE OF CONSTRUCTION; THENCE EAST ALONG SAID NORTHERLY LINE OF NORTHER ILLINOIS TOLL HIGHWAY, A DISTANCE OF 381.67 FEET TO THE WESTERLY LINE OF LINCOLN WAY; THENCE EAST ACROSS SAID LINCOLN WAY, A DISTANCE OF 69.30 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF LINCOLN WAY AND SAID NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE 590.32 FEET TO THE POINT OF BEGINNING.

United TIF Boundary Map



EXHIBIT C
United TIF
Redevelopment Plan and Project

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: OPUS TAX INCREMENT FINANCING INCENTIVE REQUEST
AGENDA: JULY 19, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving a Tax Increment Financing Redevelopment Agreement with North Aurora Industrial Venture, LLC

DISCUSSION

On April 5, 2021, the Village Board approved Ordinance #21-04-05-01 approving an Industrial Planned Development for 67 acres of property known as the Opus I-88 Corporate Park. The project has also been referred to as the Valley Green Golf Course Development as the vast majority of the project would be located on the Valley Green Golf Course. Opus Development Company LLC, the developer of the project, has been making representation that the development would not be economically feasible unless there was an agreement with the Village to provide funds pursuant to tax increment generated by the development.

At the May 17, 2021 Committee of the Whole meeting, Opus presented information pertaining to an incentive request involving tax increment financing funds for project. According to Opus, the project would require a total TIF reimbursement amount of \$3,931,420 in order to make the project financially sustainable. Per the incentive request, the project would be front-funded by the developer and the reimbursement amount would be paid back on an annual basis using only TIF funds generated from the project, not to exceed the aforementioned amount. While the Opus I-88 Corporate Park is a two-phased, three-building development, Opus' TIF incentive request is only tied to the completion of Building B, which is the 543,638 square foot building located on the eastern portion of the Valley Green Golf Course. The Village Board was in support of the request and asked that the repayment schedule be 75% of the annual TIF increment generated by Building B.

At the June 21, 2021 Committee of the Whole meeting the draft Village of North Aurora Tax Increment Financing Redevelopment Agreement for the I-88 Corporate Park Project ("Agreement") was presented to the Village Board. Generally speaking, the Board was accepting of the terms of the Agreement. The Village Attorney did raise concern about the Village's ability to terminate the agreement in the event the developer did not fulfill their obligations and the Agreement not addressing the circumstance that the building were to be damaged, destroyed or demolished, which could potentially leave the building and/or property in a state of disrepair and subsequently not generate TIF increment.

The Village Board further discussed the aforementioned topics at the meeting. Staff has included the draft meeting minutes from the June 21, 2021 Committee of the Whole for context on the discussion.

The draft Agreement contained language that allowed for termination of the Agreement in the event that the project was not completed in a timely fashion. Section 6.5 was carried over to the final Agreement, and reads as follows:

6.5 Village Termination Right. *Notwithstanding Section 3.1B or anything else in this Agreement to the contrary, if either (A) Developer fails to substantially complete the Project within three (3) years after obtaining a permit for vertical construction for the Project (subject to Force Majeure Delays), or (B) Developer fails to begin grading of the Property pursuant to a permit issued by the Village in connection with the Project within one (1) year of acquiring fee title to the Property (subject to Force Majeure Delays), then the Village may terminate this Agreement by written notice to Developer delivered within sixty (60) days after the applicable failure described in clause (A) or (B) above but in any event before Developer has either achieved substantial completion of the Project or begun grading of the Property in connection with the Project, as applicable.*

With regard to the topic of the building being damaged, destroyed or demolished, the Village Board concluded that the risk would mostly be with the developer as they need the funds to finance the project and the only risk to the Village is not receiving TIF increment for Building B. Staff also noted that Village Code would preclude the building from remaining in a state of disrepair. In order to address any concerns, Opus added Section 6.6 to the Agreement, which allows the Village to offset payments to them if they fail to maintain the property improvements. Section 6.6 was well-received by both staff and the Village Attorney and reads as follows:

6.6 Village Offset Right. *If during the term of this Agreement Developer fails to maintain the Property or the improvements thereon in accordance with the terms of applicable Village codes and ordinances, including, without limitation, Village of North Aurora Ordinance No. 21-04-05-01, and Developer does not cure that failure within thirty (30) days after written notice thereof from the Village (provided, however, if that failure cannot reasonably be cured within that thirty (30) day period, then that thirty (30) day period will be extended for such additional period as may be reasonably necessary under the circumstances to complete the cure as long as Developer commenced the cure within that thirty (30) day period and diligently prosecutes that cure to completion), then the Village may exercise any applicable remedies available to it under the Village Municipal Code. If (a) Developer fails to pay any amounts owed to the Village in connection with the Village's exercise of such remedies within ten (10) days after written notice from the Village and (b) North Aurora Industrial Venture, L.L.C. is then the holder of the Developer Note, then, notwithstanding anything in this Agreement to the contrary, the Village may offset any amounts payable by Developer to the Village in connection with that failure against payments next coming due under the Developer Note until the Village has been paid in full.*

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
Monday, June 21, 2021**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely via telecommunications.

CALL TO ORDER

Mayor Gaffino called the meeting to order.

ROLL CALL

In attendance: Mayor Mark Gaffino, Trustee Mark Carroll, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

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

AUDIENCE COMMENTS – None

TRUSTEE COMMENTS - None

DISCUSSION

1. Fairview Development/Traffic Plan

Administrator Bosco introduced the agenda item which pertains to the proposed two warehouse project to the west of the Tinsletown Theater with access to Smoketree Plaza, Fairview Drive and Sullivan Road. The intention of the discussion was to garner feedback on whether or not the Board was comfortable with the Traffic Plan presented to them.

Director Toth explained that on March 15, 2021 the Committee of the Whole discussed the project concept development plans and expressed concern over the traffic patterns. The developer, Ridgeline Property Group, consulted with KLOA, Inc. to perform a Preliminary Traffic Review. The study reviewed the proposed access and circulation system, estimated traffic created by the development and reviewed the truck routes to and from the development. The proposed truck route would have trucks entering from the South on to Fairview Drive off of Sullivan Road and exiting via Smoketree Plaza on to Lincolnway.

Ben Harris with Ridgeline Property Group joined the conversation and stated that at the March 15, 2021 COW meeting Ridgeline had originally proposed that trucks would enter the property from Lincolnway via Smoketree Plaza, to which some members of the Board had concerns. Mr. Harris explained that he hoped that the adjusted truck route was now acceptable to the Village Board.

Trustee Niedzwiedz asked for confirmation that originally the concept had trucks both entering and exiting via Smoketree Plaza, to which Director Toth explained that it had always been part of the concept to utilize Smoketree Plaza, as it is utilized currently by Dart Corporation and their trucks.

There was further discussion regarding the entrance on Fairview and how Mr. Toth does not believe it will affect the roundabout that is located just west of Fairview on Sullivan.

Trustee Carroll stated that he is in agreement with the new truck route concept. He also stated that the still had concerns about the trucks leaving Smoketree Plaza on to Lincolnway, especially with theater traffic.

Trustee Curtis stated she was in agreement with the concept.

Trustee Salazar expressed concern for the potential traffic on Lincolnway with the entrance to the Interstate being just north of the intersection. Director Toth directed the Board to the projected site-generated traffic volumes within the traffic review study. Mr. Toth explained that the two building will also house office space and not solely distribution centers, there could potentially be more passenger vehicle traffic than truck traffic.

Mr. Harris addressed Trustee Carroll's earlier concern of traffic with movie theater patrons, stating that the trucks are typically passing through during daytime hours while the movie theater traffic was generally in the evening and weekends.

Mr. Harris posed the question to the Board whether or not they would consider allowing truck traffic to exit on to Sullivan via Fairview. Director Toth stated that the truck route as presented has a good flow to it, a deviation from it would have to be further investigated.

Trustee Guethle stated that he is comfortable with the trucks exiting via Smoketree Plaza on to Lincolnway.

Trustee Carroll stated that he was comfortable with the plan as presented and would be not be in favor of trucks exiting on to Sullivan, to which Mayor Gaffino added that he did not believe trucks could pull out on to Sullivan due to traffic.

Trustee Salazar was in agreement with the presented truck route.

Mr. Harris thanked the Board for the positive feedback and stated that the discussion gave him comfort in moving forward with the project.

2. Opus Draft TIF Incentive

Administrator Bosco stated that the intention is to have this issue before the Board for a vote at the July 19, 2021, therefore the intention for the discussion was to assess the Boards level of comfort with the Opus TIF Incentive terms as proposed.

Director Toth reminded the Board that at the May 17, 2021 Committee of the Whole Meeting, Opus presented the request for TIF funding for the work surrounding Building "B" of the I-88 Corporate Park. According to Opus the project would require a TIF reimbursement of 3.9 Million dollars in order to make the project financially feasible. An agreement was drafted between Attorneys for the Village and Opus, including the provisions that the Village Board discussed at the May 17, 2001 COW meeting.

Attorney Drendel stated that while the agreement drafted did match the terms discussed, there were a number of items that Attorney Drendel was concerned about and wanted to bring to the Board to assess their comfortability with them.

The first issue Attorney Drendel had with the document lied within the last sentence of section 6.2: "Notwithstanding any developer default, in no event shall the Village suspend, limit, delay any payments on the Developer Note or seek any remedy which may have the effect of any of the foregoing". Attorney Drendel stated that while the Village may have some remedies for default of the Developer, withholding payment will not be one of them.

Additionally, Attorney Drendel was concerned about section 6.3 which states “No default under this agreement shall entitle any party to terminate, cancel or otherwise rescind this agreement” which Attorney Drendel felt was taking away leverage the Village may have in the event of a default.

Attorney Drendel stated that after discussions with the developer’s attorneys, section 6.5 was added which allow a Village termination right if the developer fails to substantially complete the project within three years or developer fails to begin grading the property within a year of acquiring fee title to the property the Village may terminate the agreement.

Attorney Drendel went on to explain how these terms will limit the Village’s ability to exit the contract in the event of different scenarios he provided as examples, such as tornado and lack of acquiring a tenant for the buildings.

There was discussion regarding what might happen with the TIF incentive if Opus sold the development.

Josh Bauer from Opus Development was present and spoke about Opus’ motivation to make the agreement work. He stated that if the project did not generate tax increment, per the agreement Opus would not receive incentive.

Further discussion took place in regard to the possibilities of Opus selling the development and what that would mean if the TIF incentive was packaged with the building or the developer.

Trustee Carroll expressed his concern about the agreement eliminating the possibility of the Village’s ability to terminate the agreement in the event the developer did not live up to their end of the bargain.

Trustee Guethle asked if further work can be done between the attorneys to make both parties more comfortable.

Mr. Bauer stated that the agreement is very close to being completed and reminded the Board that the July 19, 2021 Village Board meeting where the agreement is to be voted on is pertinent to the timeline of the project.

Trustee Curtis expressed agreement with Trustee Carroll’s concerns however did not want to see the project delayed. She asked if provisional approval could be offered while this concern was addressed.

Trustee Niedzwiedz asked for confirmation that the developer will only receive the incentive if tax increment is earned, to which Attorney Drendel agreed.

Administrator Bosco explained that the concern is that once the Village’s provisional ability to terminate the contract is expired after three years, if something happens to the building and it is no longer generating increment, there is no possibility of the Village to terminate the contract.

Mayor Gaffino asked what the risk to the Village would be if something happened and the building was not generating increment. Attorney Drendel stated that if the building is not living up to its potential, there would still be tax increment generated. The risk lies in that the increment generated would not be at the level proposed. Per the agreement, the developer will still receive 75% and the Village 25% of whatever funds are generated. There would be no funds derived from residential tax payer funding. Attorney Drendel stated that the risks may not be significant, the idea that the Village will have no remedy should something happen gave him concern.

Director Toth added to the discussion that some of the concerns about possible scenarios can be addressed with code enforcement.

Trustee Curtis stated that if in fact there was minimal risk she would like to move forward with the project.

Trustee Salazar was in agreement with Trustee Curtis and would like to move forward with the project.

Mayor Gaffino was also in agreement with moving forward with the project with positive words about Opus Development.

All Trustees were in agreement with moving forward with the Opus Development Project.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins
Village Clerk



**VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS**

Ordinance No. _____

**ORDINANCE APPROVING A TAX INCREMENT FINANCING REDEVELOPMENT
AGREEMENT WITH NORTH AURORA INDUSTRIAL VENTURE, LLC**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2021**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2021
by _____.**

Signed _____

ORDINANCE NO.

**ORDINANCE APPROVING A TAX INCREMENT FINANCING REDEVELOPMENT
AGREEMENT WITH NORTH AURORA INDUSTRIAL VENTURE, LLC**

WHEREAS, the President and the Board of Trustees have approved and established the North Aurora United Tax Increment Financing Redevelopment Project Area by Ordinance No. 21-07-19-05 (the “Project Area”), and the North Aurora United Tax Increment Financing Redevelopment Project and Plan by Ordinance No. 21-07-19-06 (the “Project and Plan”), and approved tax increment financing for the North Aurora United Redevelopment Project Area by Ordinance No. 21-07-19-07, which ordinances passed on July 19, 2021 created the North Aurora United Tax Increment Financing District (the “TIF District”); and

WHEREAS, the TIF District has been established and created to encourage, promote, and spur on development and redevelopment of obsolete, vacant and blighted parcels of property in the Project Area; and

WHEREAS, North Aurora Industrial Venture, LLC (the “Developer”) desires to develop the property legally described in the document attached hereto and incorporated herein by reference as Exhibit “A” (the “Redevelopment Project Area”), but the development of the property is not economically feasible in light of its existing condition; and

WHEREAS, a Redevelopment Agreement has been negotiated with North Aurora Industrial Venture, LLC for Redevelopment Project Area that includes the provision of tax increment financing to reimburse the Developer for the extraordinary costs associated with the development and to bridge the gap between the necessary costs of development and economic viability; and

WHEREAS, the President and Board of Trustees believe that the redevelopment as proposed by the Developer will make the most productive use of blighted and underdeveloped and underutilized property, increase the tax base of the Village, spur on other economic development in the Project Area, add many jobs to the North Aurora workforce and is otherwise in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees as follows:

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. A Redevelopment Agreement by and between the Village of North Aurora and Developer for Redevelopment Project Area is hereby approved in the form attached hereto and incorporated herein by reference as Exhibit “B”.

3. The Village President and Clerk are hereby authorized and directed to sign the Redevelopment Agreement with Developer on behalf of the Village, and Village staff are authorized and directed to take all necessary actions to finalize, record and carry out the terms of the Redevelopment Agreement.

4. This Ordinance shall take immediate full force and effect from and after its passage and approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Guethle _____

Michael Lowery _____

Todd Niedzwiedz _____

Carolyn Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

**EXHIBIT A -
REDEVELOPMENT PROJECT AREA**

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83) BROUGHT UP TO GROUND COORDINATES) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 175.02 FEET TO THE NORTHWESTERN CORNER OF THE TRACT OF LAND CONVEYED TO THE VILLAGE OF NORTH AURORA AS DOCUMENT 1003704 IN THE OFFICE OF THE KANE COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID VILLAGE OF NORTH AURORA PARCEL); 1) THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 100.29 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT “A”; 2) THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 200.00 FEET; 3) THENCE SOUTH 89 DEGREES 33 MINUTES 04 SECONDS WEST PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST QUARTER 100.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 942.57 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 07 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 1,005.85 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 15.87 FEET; THENCE NORTH 37 DEGREES 09 MINUTES 11 SECONDS EAST 173.55 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 905.65 FEET TO A POINT LYING SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 1,007.69 FEET FROM THE AFORESAID POINT “A”; THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 1,469.83 FEET TO A POINT ON THE WESTERN LINE OF THE FORMER CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY PROPERTY; THENCE SOUTH 00 DEGREES 39 MINUTES 04 SECONDS EAST ALONG THE WESTERN LINE OF SAID FORMER RAILROAD COMPANY PROPERTY 936.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 07 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 1,567.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1,468,048 SQUARE FEET OR 33.702 ACRES, MORE OR LESS.

**EXHIBIT B -
VILLAGE OF NORTH AURORA
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT**

**VILLAGE OF NORTH AURORA
TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT
(I-88 CORPORATE PARK PROJECT)**

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2021 (the “**Effective Date**”), by and between the VILLAGE OF NORTH AURORA, an Illinois municipal corporation (the “**Village**”) and NORTH AURORA INDUSTRIAL VENTURE, LLC, a Delaware limited liability company (the “**Developer**”), (the Village and Developer are hereinafter sometimes collectively referred to as the “**Parties**,” and individually as a “**Party**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq. (the “**Act**”)), the Village has undertaken a program to redevelop certain property within the Village and generally located north of the I-88 Toll Highway along Illinois Route 31 (also known as Lincolnway) generally west of the Fox River north to Illinois Route 56 (also known as State Street) and on either side of the Fox River north to the municipal limits on the west side and north to the Fox Valley Park District property on the east side, which Redevelopment Project Area is known as the North Aurora United TIF Redevelopment Project Area (the “**Redevelopment Project Area**”). The Redevelopment Project Area is legally described in Exhibit A and depicted in Exhibit A-1 attached hereto and made apart hereof; and

WHEREAS, on July 19, 2021, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, adopted Ordinance No. 21-07-19-06: An Ordinance of the Village of North Aurora, Kane County, Illinois Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Redevelopment Project Area; Ordinance No. 21-07-19-05: An Ordinance of the Village of North Aurora, Kane County, Illinois, Designating the Redevelopment Project Area of Said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act; and Ordinance No. 21-07-19-07: An Ordinance of the Village of North Aurora, Kane County, Illinois, Adopting Tax Increment Allocation Financing for the Redevelopment Project Area (collectively, the “**TIF Ordinances**”); and

WHEREAS, Developer is the owner or is under contract to purchase the property legally described in Exhibit B attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, the Property is within the Redevelopment Project Area; and

WHEREAS, Developer intends to develop the Property with an approximately 543,638 square foot industrial building with off-street parking, loading, landscaping, and related improvements (the “**Project**”); and

WHEREAS, the Village has approved a preliminary site, engineering and landscape plans, a preliminary/final plat of subdivision and building elevations (as amended from time to time, the “**Project Plans**”) for the Project, which preliminary site, engineering and landscape plans, preliminary/final plat of subdivision and building elevations are attached hereto as Exhibit C; and

WHEREAS, the total costs of land acquisition, development and construction for the Project shall be not less than Thirty Million and no/100 Dollars (\$30,000,000.00); and

WHEREAS, to facilitate the development and construction of the Project and subject to and in accordance with the terms of this Agreement, the Village has agreed to reimburse Developer for certain Redevelopment Project Costs (as defined below) that Developer incurs, or has incurred, in connection with the Project; and

WHEREAS, Developer has agreed to develop and construct the Project in accordance with this Agreement, all Village codes, ordinances and regulations (except to the extent the Village has granted relief therefrom), as applicable to the Project Plans, and all other governmental authorities having jurisdiction over the Property and the Project; and

WHEREAS, Developer represents and warrants to the Village, and the Village finds that, but for the assistance to be provided by the Village to Developer pursuant to the Act and this Agreement, the Project would not be economically viable and, concomitantly, Developer would not develop and construct the Project; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the Corporate Authorities and Developer have taken all actions required to be taken prior to approval and execution of this Agreement in order to make the same binding upon the Village and Developer according to the terms hereof; and

WHEREAS, the Corporate Authorities of the Village, after due and careful consideration, have concluded that the development and construction of the Project as provided herein will further the growth of the Village, facilitate the redevelopment of a portion of the Redevelopment Project Area, improve the environment of the Village, increase the assessed valuation of the real estate situated within the Village, foster increased economic activity within the Village, increase employment opportunities within the Village, improve the industrial base of the Village, and is otherwise in the best interests of the Village by furthering the health, safety, morals and welfare of its residents and taxpayers.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Developer do hereby agree as follows:

ARTICLE I RECITALS PART OF THE AGREEMENT

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II FINDINGS

The Corporate Authorities of the Village hereby make the following findings regarding the Project:

- A. That the Project will be constructed on parcels of land that are blighted and greatly underutilized and will enhance the Village's tax base in accordance with the Village's comprehensive plan.
- B. That based on representations and documentation submitted by Developer, without this Agreement and the economic incentives contained herein, the Project would not be economically viable and would not be constructed.
- C. That the Developer is acquiring the Property and has obtained zoning approvals from the Village conditioned on the need for reimbursement of eligible redevelopment costs to be negotiated with the Village, and the Village acknowledged that condition in Ordinance No. 21-04-05-01 rezoning the Property and approving a special use for planned unit development.
- D. That Developer meets high standards of creditworthiness and financial strength.
- E. That the Project will be enhance the tax base of the Village by substantially increasing the equalized assessed value of the Property.
- F. That the Project will provide benefits to the Village in the way of developing otherwise underutilized parcels of property, creating jobs within the Village and enhancing the overall tax base and as such it is in the best interests of the Village to enter into this Agreement.

ARTICLE III OBLIGATION OF THE PARTIES

3.1 Developer Obligations and Agreements. In consideration of the substantial commitment of the Village to the redevelopment of the Redevelopment Project Area pursuant to the TIF Ordinances and its commitments contained in this Agreement, Developer shall fulfill, or has fulfilled, the following obligations:

- A. Developer has acquired or shall acquire good and merchantable title to the Property on or before December 31, 2021, subject to Force Majeure Delays (as defined below).

- B. Developer shall construct the Project substantially in accordance with the Project Plans attached hereto as Exhibit C as amended by final plans approved by the Village in connection with the issuance of permits, subject to changes approved by the Village, in a good and workmanlike manner and in accordance with all applicable federal, state, and local laws, ordinances, and regulations. Developer shall exercise reasonable efforts to substantially complete the Project on or before June 1, 2023, subject to any Force Majeure Delays. For purposes of this Agreement, “substantial completion” and words of similar import will mean the issuance of a temporary or final certificate of occupancy for the Project (which may be a temporary or final certificate of occupancy for the shell and core of a building if a permit has not been issued for tenant improvement work at that time).
- C. Developer has advanced, shall hereafter advance, or shall cause other parties to advance the funds necessary to construct and complete the Project.
- D. Developer has secured, or shall hereafter secure or cause to be secured, all required permits, entitlements, authorizations and approvals necessary or required to construct and complete the Project.
- E. In the event a claim is made against the Village, its officers, officials, agents and employees or any of them, or if the Village, its officers, officials, agents and employees or any of them (the “**Indemnified Party**” or “**Indemnified Parties**”), is made a party-defendant in any proceeding arising out of or in connection with Developer’s construction and/or operation of the Project or Developer’s duties, obligations and responsibilities under the terms of this Agreement including, but not limited to, any claim or cause of action concerning construction of the Project, the assignment and/or pledge of the Developer Note (as defined below), matters pertaining to hazardous materials and other environmental matters in existence at the Property as of the date of this Agreement or as a consequence of non-compliance with the Prevailing Wage Act or which may in any way result therefrom, to the extent permitted by law, Developer shall indemnify, defend and hold harmless the Indemnified Parties, or any Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys’ fees, in connection therewith (collectively, “**Losses**”); provided, however, that to the extent that any Losses are caused by the negligence, fraud or willful misconduct of one or more Indemnified Parties, Developer shall have no obligation to indemnify such Indemnified Parties for any such Losses. Any such Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. The Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Developer shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Indemnified Parties, or any of them, as the case may be, provided that neither the Village nor any of the other Indemnified Parties shall be required to contribute to such settlement except to the extent that Losses that are the subject of the settlement are caused by the negligence, fraud or willful misconduct of an Indemnified Party, and further provided the Special Tax Allocation Fund

(as defined herein) shall not be used in connection with any such settlement without the consent of the Village and Developer.

- F. Developer agrees to acquire and pay for each building permit, occupancy permit, utility connection permit or other Village required permit which is required for all improvements to be constructed in connection with the Project. Said permits shall be acquired in accordance with the terms of the Village Municipal Code, as amended from time to time.
- G. Developer shall not cause or permit any mechanic's liens or other lien claims (other than a lender to which this Agreement has been collaterally assigned) to remain against the Special Tax Allocation Fund, as defined in Section 4.1, for labor or materials furnished in connection with demolition, site preparation, development, construction, additions, modifications or improvements regarding the Project or any other matter regarding the Project which might give rise to lien rights against the Special Tax Allocation Fund. Notwithstanding the foregoing, Developer shall be entitled to defend, prosecute or settle, as the case may be in a timely and commercially reasonable manner, any such claims for mechanic's liens, other liens, claims or causes of action, provided that the Village shall not be required to contribute to such settlement.
- H. Upon reasonable notice, the Village Administrator, or his or her designee, shall have access to all portions of the Project during the Construction Period during normal business hours for the purpose of determining compliance with this Agreement, applicable laws and applicable regulations; provided, however, that any such person(s) shall comply with all construction site rules and regulations while such person(s) is on or near the Property. Additionally, Developer shall keep and maintain detailed accountings of expenditures demonstrating the total actual costs of Developer's Redevelopment Project Costs. All such books, records and other documents, including but not limited to the General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, and documentation evidencing that Developer has incurred and paid any expense for which reimbursement as Developer's Redevelopment Project Costs is sought by Developer hereunder shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village for a period of two (2) years after issuance of the Certificate of Completion (defined below). The Village shall treat all such information as confidential business materials, the disclosure of which would cause Developer competitive harm. As such, the Village shall not disclose any such information pursuant to a Freedom of Information Act request unless compelled to by the Attorney General or a court of competent jurisdiction.
- I. To the extent required by law, Developer agrees to pay, and to contractually obligate and cause any and all general contractors and subcontractors to pay, the prevailing rate of wages as established pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) when constructing the Project.

- J. Developer shall cooperate with the Village and provide the Village with the information in Developer's possession or control required and necessary under the Act to enable the Village to comply with the Act and its obligations under this Agreement.
- K. Developer agrees to comply with the fair employment/affirmative action principles contemplated by the Act and the TIF Ordinances, and with all applicable federal, state and municipal regulations in connection with the construction of the Project.
- L. Developer represents and warrants to the Village that no member, official, officer, employee of the Village, or any commission or committee exercising authority over the Project or the Property, or any consultant hired by the Village or Developer with respect thereto, owns or controls or has owned or controlled any interest, direct or indirect, in Developer or, to the knowledge of Developer, owns or controls or has owned or controlled any interest, direct or indirect any portion of the Property, or will own or control any interest in the Project, and that this Agreement will not violate Section 5/11-74.4-4(n) of the Act.
- M. Developer has furnished to the Village a Project Budget showing total costs for the Project of Forty Million Six Hundred Ten Thousand Three Hundred Eighty Four and no/100 Dollars (\$40,610,384.00) as set forth on Exhibit D attached hereto (the "Project Budget"). Developer hereby certifies to the Village that, as of the date of this Agreement, the Project Budget is a true, correct and complete estimate of Project costs, to the best of Developer's knowledge, in all material respects.
- N. The Developer agrees that to the extent it is obligated to pay any portion of the real estate tax bills for the Property, it shall pay or cause to be paid such taxes promptly on or before such payment is subject to a penalty for delinquency.
- O. Developer and its successors or assigns, agrees that it shall not protest or appeal the equalized assessed valuation of the Project and/or the Property during the term of this Agreement unless Developer has reasonably demonstrated that the equalized assessed valuation of the Project and/or the Property exceeds that of similarly situated properties then under assessment in Kane County, Illinois by more than ten percent (10%). Additionally, Developer shall not seek a real estate tax refund for any tax year during which the Redevelopment Project Area is in existence other than in connection with an error in the calculation or billing of such tax, an overpayment of tax or in connection with a successful contest of the assessed value of the Property or the Project permitted by this paragraph.
- P. From and after the date of issuance of permits for excavation or grading work for the Project until a temporary or final certificate of occupancy has been issued for the Project (the "**Construction Period**"), Developer shall require its general contractor, or if there is none, then at its own expense, to obtain and maintain comprehensive general liability, workers' compensation and automobile/vehicle liability insurance for the Project, and shall cause the Village to be named as an additional insured, with all the rights of a primary insured, on such policies, except that on the worker's compensation insurance. Said

insurance policies, which may be comprised of primary, excess and umbrella policies, shall be issued in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limit for bodily injury, personal injury or death and property damage with respect to any single occurrence, or in the case of worker's compensation insurance, as required by statute. Developer shall provide at least ten (10) business days prior written notice to the Village before such policies are materially changed, modified or cancelled. Prior to the commencement of any work on the Project, Developer shall provide the Village with appropriate certificates of insurance. During the Construction Period, Developer shall keep in force (or shall cause to be kept in force) at all times, builder's risk insurance, against the risk of physical loss, including collapse, covering the total value of the building(s) and contents including the work performed and equipment, supplies and materials furnished for the Project. Should the Village receive notice that premiums needed to maintain in force any of the required insurance policies have not been paid, the Village shall notify Developer of the receipt of said notice. Failure of Developer to pay any premiums on any required insurance policy that is not cured within thirty (30) days after written notice from the Village shall constitute an event of default under this Agreement.

3.2 Village Obligations and Agreements.

A. In consideration of the substantial commitment of Developer to the development and construction of the Project, the Village shall reimburse annually Developer from seventy-five percent (75%) of Available Incremental Taxes (as defined below) for all Redevelopment Project Costs up to the Maximum Reimbursement Amount (as defined below), all in accordance with the terms of the Developer Note (as defined below) and this Agreement. The term "**Available Incremental Taxes**" shall mean all ad valorem real property taxes received by the Village, if any, arising from the property tax extensions and levies upon the Property attributable to the then current equalized assessed valuation of the Property over and above the initial equalized assessed value of the Property, all as determined pursuant to Section 5/11-74.4-8 of the Act and the TIF Ordinances. For purposes of this Section, a "partial real estate tax year" shall mean a real estate tax year that includes the extension of *ad valorem* real estate property tax levy over the reassessed Project and the Property by Kane County and for which the Village will receive incremental *ad valorem* real property taxes attributable to the increased equalized assessed valuation of the Project and the Property. The term "**Redevelopment Project Costs**" shall mean and include all costs defined as "redevelopment project costs" in Section 5/11-74.4-3(q) of the Act (as amended from time to time) which are eligible for reimbursement under the Act and which have been approved in the TIF Ordinances. The term "**Maximum Reimbursement Amount**" shall mean Three Million Seven Hundred Ninety-Eight Thousand Four Hundred Seventy-Three and no/100 Dollars (\$3,798,473) which is the maximum amount of economic incentives that Developer may receive pursuant to this Agreement. The Maximum Reimbursement Amount shall exclude any interest paid on the Developer Note.

The Parties acknowledge and agree that in no event shall the amount of reimbursement exceed the Maximum Reimbursement Amount as defined in this Section 3.2. Such reimbursement shall, however, be paid only from funds paid into the Special Tax Allocation Fund pursuant to the Act and from no other source. THE VILLAGE SHALL NOT BE OBLIGATED TO MAKE ANY PAYMENTS OTHER THAN FROM THE FUND, AND THE REIMBURSEMENT SHALL

NOT BE DEEMED A GENERAL OBLIGATION OF THE MUNICIPALITY. THE VILLAGE DOES NOT GUARANTY THAT THE FULL MAXIMUM REIMBURSEMENT AMOUNT WILL BE ACHIEVED AND REIMBURSED TO DEVELOPER.

B. Upon substantial completion of the Project, and upon Developer's written request, the Village shall issue to Developer a certificate in recordable form certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement (the "**Certificate of Completion**"). The Village shall respond to Developer's written request for a Certificate of Completion within thirty (30) days by issuing either a Certificate of Completion or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate of Completion. Developer may resubmit a written request for a certificate upon completion of such measures. Absent fraud, the Certificate of Completion shall be conclusive evidence of the satisfaction of Developer's duties and obligations under this Agreement regarding the construction of the Project.

C. Developer shall deliver a Certificate of Expenditure in the form attached hereto as Exhibit F, together with closing statements, contractor statements and lien waivers covering the eligible costs for which reimbursement is being sought under this agreement and such other documentation as reasonably required by the Village to evidence that Developer has incurred and paid such costs. The Village shall either accept or reject, with comments, the Certificate of Expenditure within thirty (30) days after the submission thereof. If the Village reasonably determines that any cost identified therein is not a Redevelopment Project Cost, Developer shall have the right to identify and substitute other costs incurred and paid by Developer in connection with the Project as Redevelopment Project Costs with a supplemental application for payment. Absent delays by Developer in responding to requests by the Village for additional information reasonably required by the Village to evidence that Developer has incurred and paid the costs for which reimbursement is requested or to respond to the Village's rejection of certain costs for which Developer had sought reimbursement as Redevelopment Project Costs, the Village shall issue its determination on the Certificate of Expenditure within the thirty (30) day period described above.

D. In consideration of Developer's undertakings, upon substantial completion and approval by the Village of a Certificate of Expenditure provided by Developer, the Village shall issue a note (the "**Developer Note**"), substantially in the form attached hereto as Exhibit E, to Developer in an aggregate initial principal amount equal to the amount of the Redevelopment Project Costs incurred and paid by Developer, up to the Maximum Principal Amount. Interest on the Developer Note will accrue upon issuance at a per annum rate equal to three and one-half percent (3.5%) for one year after the date of issuance thereof. Interest shall be calculated on a simple interest basis and shall be based on a 360 day year. The Developer Note shall be issued on a taxable basis.

The Developer Note may be freely assigned or pledged (including, without limitation, as collateral to any lender providing project financing) in compliance with applicable laws, provided, however, the Village makes no representation or warranty regarding the legality or validity of any such assignment or pledge of the Developer Note.

E. In the event a claim is made against Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them, or if Developer, its directors, partners, affiliates, shareholders, officers, officials, agents and employees or any of them (the “**Developer Indemnified Party**” or “**Developer Indemnified Parties**”), is made a party-defendant in any proceeding arising out of or in connection with the Village’s duties, obligations and responsibilities under the terms of this Agreement to the extent permitted by law, the Village shall indemnify, defend and hold harmless Developer Indemnified Parties, or any Developer Indemnified Party, from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney’s fees, in connection therewith. Any such Developer Indemnified Party may obtain separate counsel to participate in the defense thereof at his or her own expense. Developer Indemnified Parties shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Village shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of Developer Indemnified Parties, or any of them, as the case may be, provided that neither Developer nor any of the other Developer Indemnified Parties shall be required to contribute to such settlement.

ARTICLE IV

REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS; LIMITATION ON AMOUNTS AVAILABLE FOR REIMBURSEMENT

4.1 **Establishment of Sub-Account; Use of Tax Increment.** In connection with its establishment and ongoing administration of the Redevelopment Project Area, the Village has established a special tax allocation fund pursuant to the requirements of the Act (the “**Special Tax Allocation Fund**”). None of the monies contained in the Special Tax Allocation Fund or the Project Account (as defined below) shall, at any time, be commingled with any other funds of the Village, pledged, encumbered or allocated for any other purpose other than performance of the Village’s obligations pursuant to the Agreement without Developer’s consent. Such prohibition shall continue until such time as the Developer Note has been fully repaid or this Agreement has been terminated in accordance with the terms hereof. The Village shall create a sub-account within the Special Tax Allocation Fund (“**Project Account**”) and all Available Incremental Taxes received by the Village shall be deposited in Project Account of the Special Tax Allocation Fund upon receipt from Kane County. The Village shall use the Available Incremental Taxes deposited in the Project Account of Special Tax Allocation Fund to pay Developer pursuant to Section 3.2 of this Agreement.

ARTICLE V

AUTHORITY

5.1 Powers.

A. The Village hereby represents and warrants to Developer that the Village has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been, or will be, duly and validly authorized and approved by all necessary Village proceedings, findings

and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, and is enforceable in accordance with its terms and provisions and the execution of this Agreement does not require the consent of any other governmental authority.

B. Developer hereby represents and warrants to the Village that Developer has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the foregoing has been or will be duly and validly authorized and approved by all necessary Developer actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Developer, is enforceable in accordance with its terms and provisions and does not require the consent of any other party.

5.2 **Authorized Parties.** Except in cases where the approval or authorization of the Village's Corporate Authorities is required by law, whenever, under the provisions of this Agreement, or other related documents and instruments or any duly authorized supplemental agreements, any request, demand, approval, notice or consent of the Village or Developer is required, or the Village or Developer is required to agree to, or to take some action at, the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the Village, unless otherwise provided herein, by the Village Administrator or her designee and for Developer by any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized). Any Party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement or other action and neither Party hereto shall have any complaint against the other as a result of any such action taken.

ARTICLE VI DEFAULTS AND REMEDIES

6.1 **Breach.** A Party shall be deemed to be in breach this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement after the expiration of any cure period applicable thereto.

6.2 **Cure of Breach.** Except as otherwise provided herein, prior to the time that a failure of any Party to this Agreement to perform its obligations hereunder or the failure to perform any other action or omission to perform any such obligation or action described in Section 7.1 shall be deemed to be a breach hereof, the Party claiming such failure shall provide written notification to the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within sixty (60) days of the receipt of such notice; provided, however, to the extent a failure to perform hereunder cannot reasonably be cured within that sixty (60) days period, then that sixty (60) day period will be extended for such additional period as may be reasonably necessary under the circumstances to complete the cure of that failure as long as the failing Party commenced the cure within that sixty (60) day period and diligently prosecutes that cure to completion. The obligation to cure defaults, as herein required, shall be tolled during any applicable time period during which a delay in performance is permitted as an event of Force Majeure Delay under the provisions of Section 7.3 hereof but the tolling of

the performance of any obligation shall be limited to the obligation or action as to which the Force Majeure Delay provisions apply.

In the event that either Party shall breach any provision of this Agreement and fail to cure said breach as provided in the preceding paragraph or as elsewhere provided in this Agreement, the non-defaulting Party may enforce the terms hereof by filing any action or proceeding available at law or in equity, in any court of competent jurisdiction, including an action for specific performance of the covenants and agreements herein contained. Notwithstanding the foregoing, each Party's remedy for monetary damages shall be limited to its actual (but not consequential) damages in an amount not to exceed its out-of-pocket expenses incurred in connection with this Agreement, including attorneys' fees. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section 6.2 or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and nonexclusive of any other remedy either set forth herein or available to any Party at law or in equity. Notwithstanding any Developer default, in no event shall the Village suspend, limit, delay any payments on the Developer Note or seek any remedy which may have the effect of any of the foregoing.

6.3 Default Shall Not Permit Termination of Agreement. No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement, except as provided in Section 6.5; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

6.4 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, any other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

6.5 Village Termination Right. Notwithstanding Section 3.1B or anything else in this Agreement to the contrary, if either (A) Developer fails to substantially complete the Project within three (3) years after obtaining a permit for vertical construction for the Project (subject to Force Majeure Delays), or (B) Developer fails to begin grading of the Property pursuant to a permit issued by the Village in connection with the Project within one (1) year of acquiring fee title to the Property (subject to Force Majeure Delays), then the Village may terminate this Agreement by written notice to Developer delivered within sixty (60) days after the applicable failure described in clause (A) or (B) above but in any event before Developer has either achieved substantial completion of the Project or begun grading of the Property in connection with the Project, as applicable.

6.6 Village Offset Right. If during the term of this Agreement Developer fails to maintain the Property or the improvements thereon in accordance with the terms of applicable Village codes and ordinances, including, without limitation, Village of North Aurora Ordinance No. 21-04-05-01, and Developer does not cure that failure within thirty (30) days after written notice thereof from the Village (provided, however, if that failure cannot reasonably be cured within that thirty (30) day period, then that thirty (30) day period will be extended for such additional period as may be reasonably necessary under the circumstances to complete the cure as

long as Developer commenced the cure within that thirty (30) day period and diligently prosecutes that cure to completion), then the Village may exercise any applicable remedies available to it under the Village Municipal Code. If (a) Developer fails to pay any amounts owed to the Village in connection with the Village's exercise of such remedies within ten (10) days after written notice from the Village and (b) North Aurora Industrial Venture, L.L.C. is then the holder of the Developer Note, then, notwithstanding anything in this Agreement to the contrary, the Village may offset any amounts payable by Developer to the Village in connection with that failure against payments next coming due under the Developer Note until the Village has been paid in full.

ARTICLE VII GENERAL PROVISIONS

7.1 Time of Essence. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

7.2 Mutual Assistance. The Parties agree to take such actions, including the execution and delivery of such documents, instruments and certifications (and, in the case of the Village, the adoption of such ordinances and resolutions), as may be necessary or appropriate from time to time to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. The Village agrees that it shall not revoke or amend one or more of the TIF Ordinances if such revocation or amendment would prevent or impair the development of the Project in accordance with this Agreement or the Village's performance of its obligations hereunder. The Parties shall cooperate fully with each other in securing from any and all appropriate governmental authorities (whether federal, state, county or local) any and all necessary or required permits, entitlements, authorizations and approvals to develop and construct the Project.

7.3 Force Majeure. For the purposes of this Agreement, neither Developer nor the Village shall be considered to be in breach of any of its obligations hereunder if said Party is unable to acquire any property which, by the terms of this Agreement, said Party was required to acquire. "**Force Majeure Delays**" means delays in a Parties' performance hereunder (including, without limitation, development or construction of the Project) caused by any one or combination of the following, which are beyond the reasonable control of the Party relying thereon, including, without limitation, destruction by fire or other casualty, strike or other labor troubles, governmental restrictions, takings, and limitations arising subsequent to the date hereof, war or other national emergency; fire, flood or other casualties, shortage of material, adverse weather conditions, such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, tornadoes or cyclones, any delay in the performance by Developer resulting from the non-performance of the Village's responsibilities, plague, epidemics, or quarantine (including matters related to COVID-19) and other similar or dissimilar causes beyond the reasonable control of Developer or the Village which, in fact, interferes with the ability of Developer or the Village to discharge its respective obligations hereunder. Notwithstanding that (a) as of the date of this Agreement, a national pandemic, quarantine and other conditions exist that are related to COVID-19, and (b) the impact of such pandemic, quarantine and other conditions on the fulfillment of any obligations of either Developer or the Village under this Agreement are not yet fully known, the

execution and delivery of this Agreement with the knowledge of such ongoing pandemic, quarantine and other conditions will in no way whatsoever preclude, impair or other adversely affect the relief to which a Party is entitled under this Agreement as a result of the same being Force Majeure Delay (*i.e.*, just as though the pandemic had not existed as of the date of this Agreement). Force Majeure Delay shall not include economic hardship.

7.4 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties evidenced by a written amendment, by the adoption of an ordinance or resolution of the Village approving said written amendment, as provided by law, and by the execution of said written amendment by the Parties or their successors in interest. Notwithstanding the foregoing, an amendment to the Project Plans shall not require an amendment to this Agreement.

7.5 Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

7.6 Severability. If any provisions, covenants, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable. Notwithstanding the foregoing, if any portion of this Agreement relating to the Village's obligation to make payment under the Developer Note is held to be invalid, then Developer shall have to right to terminate this Agreement upon written notice to the Village.

7.7 Consent or Approval. Except as otherwise specifically provided in this Agreement, whenever consent or approval written or otherwise of any Party to this Agreement is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned.

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

7.9 Notice. Any notice, request, consent, approval or demand (collectively, a "Notice") given or made under this Agreement shall be in writing and shall be given in the following manner: (A) by personal delivery of such Notice; or (B) by mailing of such Notice by certified mail, return receipt requested; (C) by nationally recognized commercial overnight delivery of such Notice for next business day delivery. All Notices shall be delivered to the addresses set forth in this Section 7.9. Notice served by certified mail shall be effective on the fifth Business Day (as defined below) after the date of mailing. Notice served by commercial overnight delivery for next business day delivery shall be effective on the next Business Day following deposit with the overnight delivery company. For purposes hereof, a "Business Day" shall be Monday through Friday excluding federal and State of Illinois holidays.

If to the Village:

The Village of North Aurora
25 East State Street
North Aurora, IL 60542
Attn: Village Administrator

with a copy to:

Drendel & Jansons Law Group
111 Flinn Street
Batavia, IL 60510
Attn: Kevin G. Drendel

If to Developer:

North Aurora Industrial Venture, LLC
c/o Principal Real Estate Investors, LLC
711 High Street
Des Moines, Iowa 50392-1370
Attn: David Straka

with a copy to:

Principal Real Estate Investors, LLC
711 High Street
Des Moines, Iowa 50392-0301
Attn: Alan Kress, Counsel

and a copies to:

Opus Development Company, L.L.C.
9700 Higgins Road, Suite 900
Rosemont, Illinois 60018
Attn: Michael P. Yungerman

Opus Holding, L.L.C.
10350 Bren Road West
Minnetonka, Minnesota 55343
Attn: Legal Department

and to:

O'Rourke, Hogan, Fowler & Dwyer, LLC
10 South LaSalle Street, Suite 3700
Chicago, Illinois 60606
Attn: Howard I. Goldblatt

7.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

7.11 **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and continue until the earlier of: (A) Developer's receipt of the Maximum Reimbursement Amount or (B) July 18, 2044.

7.12 **Good Faith and Fair Dealing.** Village and Developer acknowledge their duty to exercise their rights and remedies hereunder and to perform their covenants, agreements and obligations hereunder, reasonably and in good faith.

7.13 **Drafting.** Each Party and its counsel have participated in the drafting of this Agreement therefore none of the language contained in this Agreement shall be presumptively construed in favor of or against either Party.

7.14 **Recording.** The Parties agree to record a memorandum of this Agreement with the Kane County Recorder of Deeds.

7.15 **Covenants Run with the Land/Successors and Assigns.** It is intended that the covenants, conditions, agreements, promises, obligations and duties of each Party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Project. Such covenants shall terminate upon termination or expiration of this Agreement. On or before the last date of payment of Available Incremental Taxes, the Village shall provide a release to confirm termination of this Agreement which Developer may, at its sole cost and expense, record against the Property. This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the Village and successor municipalities.

Notwithstanding anything in this Agreement to the contrary, any person or entity now or hereafter owning legal title to all or any portion of the Property, including Developer, shall be bound to this Agreement only during the period such person or entity is the legal titleholder of the Property or a portion thereof, however, that all such legal title holders shall remain liable after their ownership interest in the Property ceases as to those liabilities and obligations which accrued during their period of ownership but remain unsatisfied or unperformed. As used in this Agreement, the term "Developer" will mean the owner of fee simple title to the Property from time to time during the term of this Agreement.

7.16 **Partial Funding.** Except as otherwise set for in this Agreement, Developer acknowledges and agrees that the economic assistance to be received by Developer as set forth in this Agreement is intended to be and shall be a source of partial funding for the Project and agrees that any additional funding above and beyond said economic assistance shall be solely the responsibility of Developer. Developer acknowledges and agrees that the amount of economic assistance set forth in this Agreement represents the maximum amount of economic assistance to be received by Developer, provided Developer complies with the terms and provisions set forth in

this Agreement. Developer further acknowledges and agrees that the Village is not a joint developer or joint venturer with Developer and the Village is in no way responsible for completion of any portion of the Project.

7.17 **Attorney Fees.** Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorneys' and consultant fees, in addition to whatever other relief the prevailing party may be entitled.

7.18 **No Special Damages.** Neither the Village nor Developer will be liable under this Agreement for consequential, indirect, special or punitive damages.

7.19 **Estoppel Certificates.** Each of the Parties hereto agrees to provide the other upon not less than ten (10) business days prior request, a certificate certifying that this Agreement is in full force and effect (unless such is not the case, in which such Party shall specify the basis for such claim), that the requesting Party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting Party. If either Party fails to comply with this provision within the time limit specified, it shall be deemed to have appointed the other as its attorney-in-fact for execution of same on its behalf as to the specific request only.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

NORTH AURORA,
an Illinois Municipal Corporation

By: _____
Mark, Gaffino, Village President

ATTEST:

Jessica Watkins, Village Clerk

NORTH AURORA INDUSTRIAL VENTURE, LLC,
a Delaware limited liability company

By: Opus Development Company, L.L.C., a Delaware
limited liability company, its Development Manager

By: _____
Name: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ is personally known to me to be the _____ of Opus Development Company, L.L.C., a Delaware limited liability company, as the development manager of North Aurora Industrial Venture, LLC, a Delaware limited liability company and also personally known to me to be the same person whose name is subscribed to the foregoing instrument and that he/she appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument, pursuant to authority given by the limited liability company as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20__.
Commission expires _____

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Mark Gaffino and Jessica Watkins are personally known to me to be the Village President and Village Clerk, respectively, of the Village of North Aurora and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, and that they appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument, pursuant to authority given by the Village of North Aurora as their free and voluntary act, and as the free and voluntary act and deed of the Village of North Aurora, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20__.
Commission expires _____

Notary Public

EXHIBIT A

Legal Description of Redevelopment Project Area

THAT PART OF SECTIONS 3 AND 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 33, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN AURORA TOWNSHIP, KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED) WITH THE NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE NORTH ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1570.21 FEET TO A LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO NORTH AURORA, MEASURED ALONG THE EASTERLY LINE OF SAID GRAHAM'S SUBDIVISION AND PERPENDICULAR TO SAID EASTERLY LINE; THENCE WESTERLY ALONG SAID LINE 137.5 FEET NORTHERLY OF THE SOUTHEAST CORNER, A DISTANCE 22.07 FEET TO A LINE 75 FEET EAST OFF AND PARALLEL WITH SAID EASTERLY LINE OF GRAHAM'S SUBDIVISION; THENCE NORTHERLY ALONG SAID LINE 75 FEET EAST OFF AND PARALLEL WITH THE EASTERLY LINE OF GRAHAM'S, A DISTANCE OF 100 FEET; THENCE EASTERLY AT RIGHT ANGLE TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.56 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 906.74 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 160.44 FEET TO THE WESTERLY SHORE LINE OF FOX RIVER; THENCE NORTHERLY MEANDERING ALONG SAID WESTERLY SHORE LINE OF FOX RIVER, A DISTANCE OF 1152.51 FEET TO THE SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ACROSS SAID STATE STREET, A DISTANCE 288.66 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF SAID STATE STREET AND THE EASTERLY SHORE LINE OF FOX RIVER; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF STATE STREET, A DISTANCE OF 101.13 FEET TO A LINE AT RIGHT ANGLE TO SAID NORTHERLY LINE OF STATE STREET AND THROUGH THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON JUNE 3, 1998; THENCE SOUTHERLY ACROSS SAID STATE STREET, A DISTANCE OF 50 FEET TO THE SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED AS DOCUMENT NO. 98K047978, A DISTANCE OF 37.5 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 34.26 FEET; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 62.11 FEET TO A LINE 131.25 FEET SOUTHERLY OFF AND PARALLEL WITH SAID SOUTHERLY LINE OF STATE STREET; THENCE EASTERLY ALONG THE SOUTHERLY OF SAID PARCEL OF LAND, A DISTANCE 100.71 FEET TO THE EAST BANK OF THE FORMER MILL RACE; THENCE SOUTHERLY MEANDERING ALONG SAID EAST BANK, A DISTANCE OF 62.95 FEET TO THE SOUTH LINE OF LOT 3 OF BLOCK 15 OF A.H. STONE'S SUBDIVISION OF LOTS 15 AND 25 OF THE NORTHEAST QUARTER AND LOT A OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTH LINE OF LOT 3, A DISTANCE OF 180.14 FEET TO THE EASTERLY LINE OF SAID LOT 3, BEING ALSO THE WESTERLY LINE OF GRANT STREET; THENCE NORTHERLY MEANDERING ALONG THE SAID WESTERLY LINE OF GRANT STREET, A DISTANCE OF 805.91 FEET TO SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 33 AND PART OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF RIVERWOODS FINAL PLAT OF SUBDIVISION, A DISTANCE OF 22 FEET TO THE EAST LINE OF SAID RIVERWOODS FINAL PLAT OF SUBDIVISION; THE NORTH ALONG SAID EAST LINE, A DISTANCE OF 12.62 FEET TO THE NORTH LINE OF BUTTERFIELD ROAD; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 70.90 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE EAST RIGHT OF WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE SOUTHERLY A DISTANCE OF 62.91 FEET TO THE

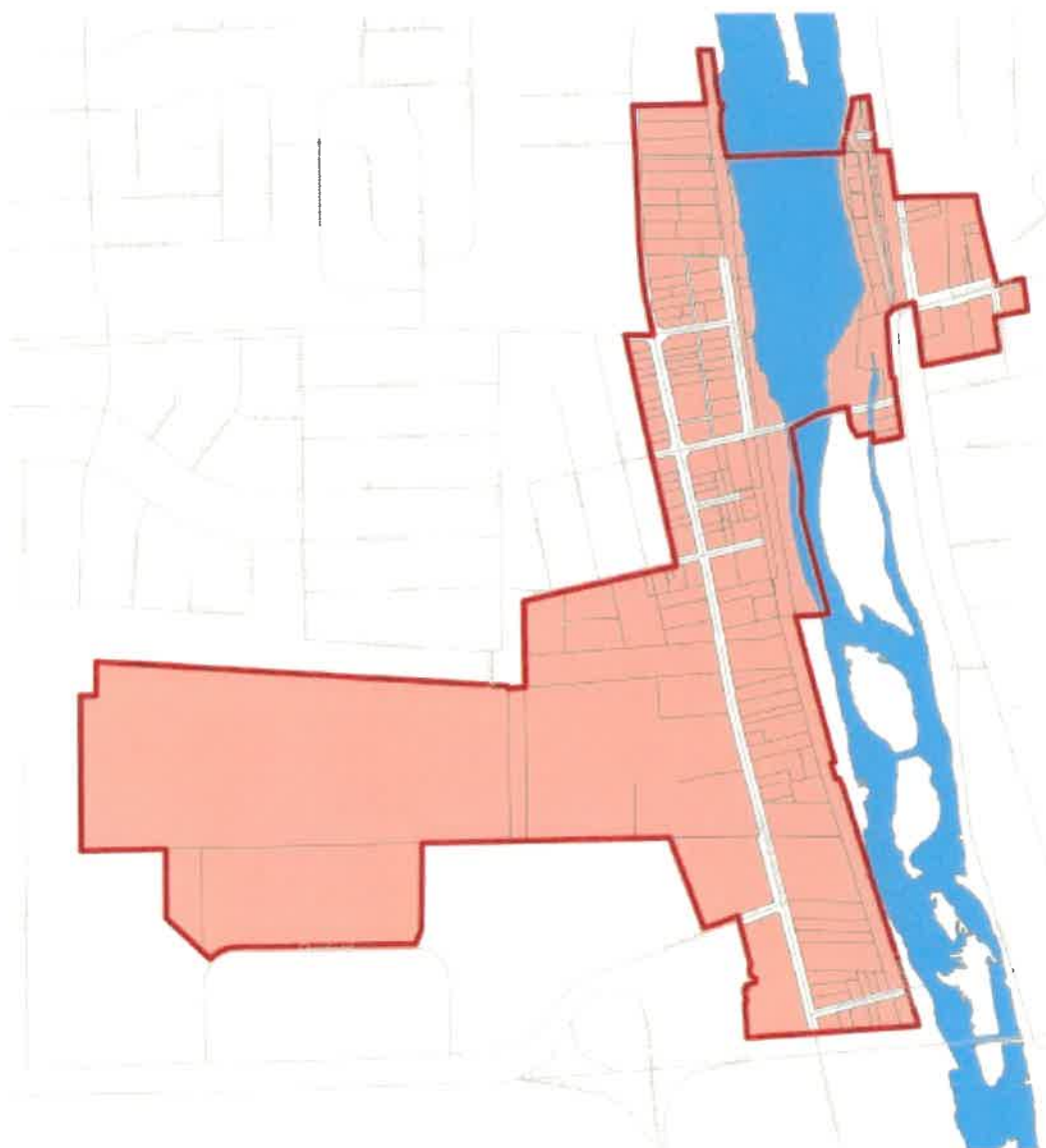
NORTHWEST CORNER OF BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA, A DISTANCE OF 352.64 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE LOT 1 IN SAID BLOCK 1 OF A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SOUTHERLY LINE OF LOT 1, A DISTANCE OF 494.94 FEET TO EASTERLY LINE OF SAID LOT 1 IN BLOCK 1; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF LOT 1, A DISTANCE OF 201.52 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 3 IN BLOCK 3 OF SAID A.H. STONE'S ADDITION TO NORTH AURORA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND SAID SOUTHERLY LINE OF LOT 3 IN BLOCK 3, A DISTANCE OF 200.26 FEET TO EASTERLY LINE OF SAID BLOCK 3 IN A.H. STONE'S ADDITION TO NORTH AURORA; THENCE NORTHERLY ALONG SAID EASTERLY LINE OF BLOCK 3, A DISTANCE OF 197 FEET TO THE NORTHER LINE OF SAID BLOCK 3; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BLOCK 3, A DISTANCE OF 156.62 FEET TO THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN A TRUSTEE'S DEED AS DOCUMENT NO. 96K029112 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 23, 1996; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE OF 566.08 FEET TO THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED AS DOCUMENT NO. 2021K034030 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON APRIL 30, 2021; THENCE WEST ALONG SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 457.44 FEET TO WESTERLY LINE OF A ROAD 50 FEET WIDE, NOW KNOWN AS THE NORTH AURORA AND BATAVIA ROAD ON THE EAST SIDE OF FOX RIVER; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF A ROAD 50 FEET WIDE, A DISTANCE OF 284.50 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE WEST ALONG SAID NORTH LINE OF SECTION 4, A DISTANCE OF 76.59 FEET TO THE WEST RIGHT OF WAY OF BURLINGTON NORTHERN AND SANTA FE RAILROAD, BEING ALSO THE EAST LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 332.18 FEET TO THE NORTH LINE OF RIVERWOODS FINAL PLAT SUBDIVISION, AFORESAID; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 104.13 FEET TO THE WESTERLY LINE OF RIVERWOODS FINAL PLAT SUBDIVISION; THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 39.83 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 70.22 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 162.06 FEET, THENCE SOUTH ALONG SAID WESTERLY LINE, A DISTANCE OF 107.86 FEET TO THE SOUTH LINE OF SAID SECTION 33; THENCE WEST ALONG SAID SOUTH LINE OF SECTION 33, ACROSS FOX RIVER, A DISTANCE OF 711.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (NOW ABANDONED); THENCE NORTH MEANDERING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 649.66 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF RIVER FOREST ACRES, NORTH AURORA; THENCE WEST ALONG SAID EAST EXTENSION, A DISTANCE OF 80.47 FEET TO A LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID RIVER FOREST ACRES, NORTH AURORA; THENCE SOUTH ALONG SAID LINE 20 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF RIVER FOREST ACRES, NORTH AURORA, A DISTANCE OF 326.29 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 4 IN RIVER FOREST ACRES, NORTH AURORA, AFORESAID; THEN EAST ALONG SAID EAST EXTENSION, SAID NORTH LINE AND THE WEST EXTENSION THEREOF, A DISTANCE OF 431.68 FEET TO THE WESTERLY LINE RIVER FOREST ACRES, NORTH AURORA AFORESAID, BEING ALSO THE CENTERLINE OF LINCOLN WAY; THENCE SOUTH ALONG SAID CENTERLINE OF LINCOLN WAY, A DISTANCE OF 1380 FEET TO THE CENTERLINE OF OAK STREET; THENCE WEST ALONG SAID CENTERLINE OF OAK STREET; A DISTANCE OF 189.70 FEET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF AN ALLEY LYING WEST OF LINCOLN WAY; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION, SAID CENTERLINE AND THE SOUTHERLY EXTENSION THEREOF, ACROSS STATE STREET, A DISTANCE OF 1427.64 FEET TO THE SOUTHERLY LINE OF JOHN STREET; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF JOHN STREET, A DISTANCE OF 901.45 FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON, QUINCY RAILROAD; THENCE SOUTH ALONG SAID EASTERLY LINE, A DISTANCE OF 514.84 FEET TO AN OLD CLAIM LINE FORMING A DEFLECTION ANGLE OF 92 DEGREES 49 MINUTES 29 SECONDS AND 940.59 FEET NORTH OFF THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 4 (MEASURED ALONG SAID EASTERLY LINE); THENCE WESTERLY ALONG SAID OLD CLAIM LINE, A DISTANCE OF 101.56 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, BURLINGTON, QUINCY RAILROAD;

THENCE NORTH ALONG SAID WESTERLY LINE, A DISTANCE OF 15.28 FEET TO A POINT 390.15 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE WEST ALONG A LINE THAT FORMS AN ANGLE OF 85 DEGREES 40 MINUTES 00 SECONDS TO THE LEFT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2468.04 FEET TO A LINE 100 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH PARALLEL WITH SAID WEST LINE, A DISTANCE OF 200 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 100 FEET TO THE SAID WEST LINE OF SOUTHWEST QUARTER OF SECTION 4; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 941.40 FEET TO THE NORTH LINE OF LOT 1 OF TOLLWAY PARK OF COMMERCE RESUBDIVISION NUMBER 2 IN THE VILLAGE OF NORTH AURORA; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 502.04 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 415.53 FEET; THENCE SOUTHEAST ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 355.99 FEET TO THE NORTHWESTERLY LINE OF OVERLAND DRIVE, BEING ALSO THE SOUTHERLY LINE OF LOT 2 IN TOLLWAY PARK OF COMMERCE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOT 2, BEING A CURVE CONCAVED SOUTHERLY, HAVING A RADIUS OF 230 FEET, AN ARC LENGTH OF 180.71 FEET TO A POINT OF TANGENT; THENCE EAST ALONG SAID TANGENT, A DISTANCE OF 1093.87 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTHEAST ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 95.98 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 515.39 FEET TO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE SUBDIVISION NO. 3; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 550 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE EAST ALONG THE NORTH LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, A DISTANCE OF 927.48 FEET TO THE EASTERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4; THENCE SOUTHEAST ALONG SAID EASTERLY LINE, A DISTANCE OF 581.49 FEET TO THE SOUTHERLY LINE OF SAID TOLLWAY PARK OF COMMERCE RESUBDIVISION NO. 4, BEING ALSO THE NORTHERLY LINE OF AIRPORT ROAD; THENCE NORTHEAST ALONG SAID NORTHERLY LINE OF AIRPORT ROAD, A DISTANCE OF 216.63 FEET TO THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN THE TRUSTEE'S DEED AS DOCUMENT NO. 2008K089494 FILED FOR RECORD IN THE RECORDER'S OFFICE OF KANE COUNTY, ILLINOIS ON DECEMBER 5, 2008; THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EASTERLY LINE, A DISTANCE 307.56 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, BEING A CURVE CONCAVED EASTERLY HAVING A RADIUS OF 51.27 FEET, AN ARC LENGTH OF 89.33 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 25.1 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 58.29 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 24.57 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 21.14 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 77.49 FEET; THENCE WESTERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 15.66 FEET; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 211.77 FEET TO THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY, SAID LINE BEING 135 FEET NORTHWESTERLY OF (BY RIGHT ANGLES MEASURE) AND PARALLEL WITH THE CENTER LINE OF CONSTRUCTION; THENCE EAST ALONG SAID NORTHERLY LINE OF NORTHERN ILLINOIS TOLL HIGHWAY, A DISTANCE OF 381.67 FEET TO THE WESTERLY LINE OF LINCOLN WAY; THENCE EAST ACROSS SAID LINCOLN WAY, A DISTANCE OF 69.30 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF LINCOLN WAY AND SAID NORTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE 590.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-1

Map of Redevelopment Project Area





Legend

 TIF Boundary  TIF Parcels

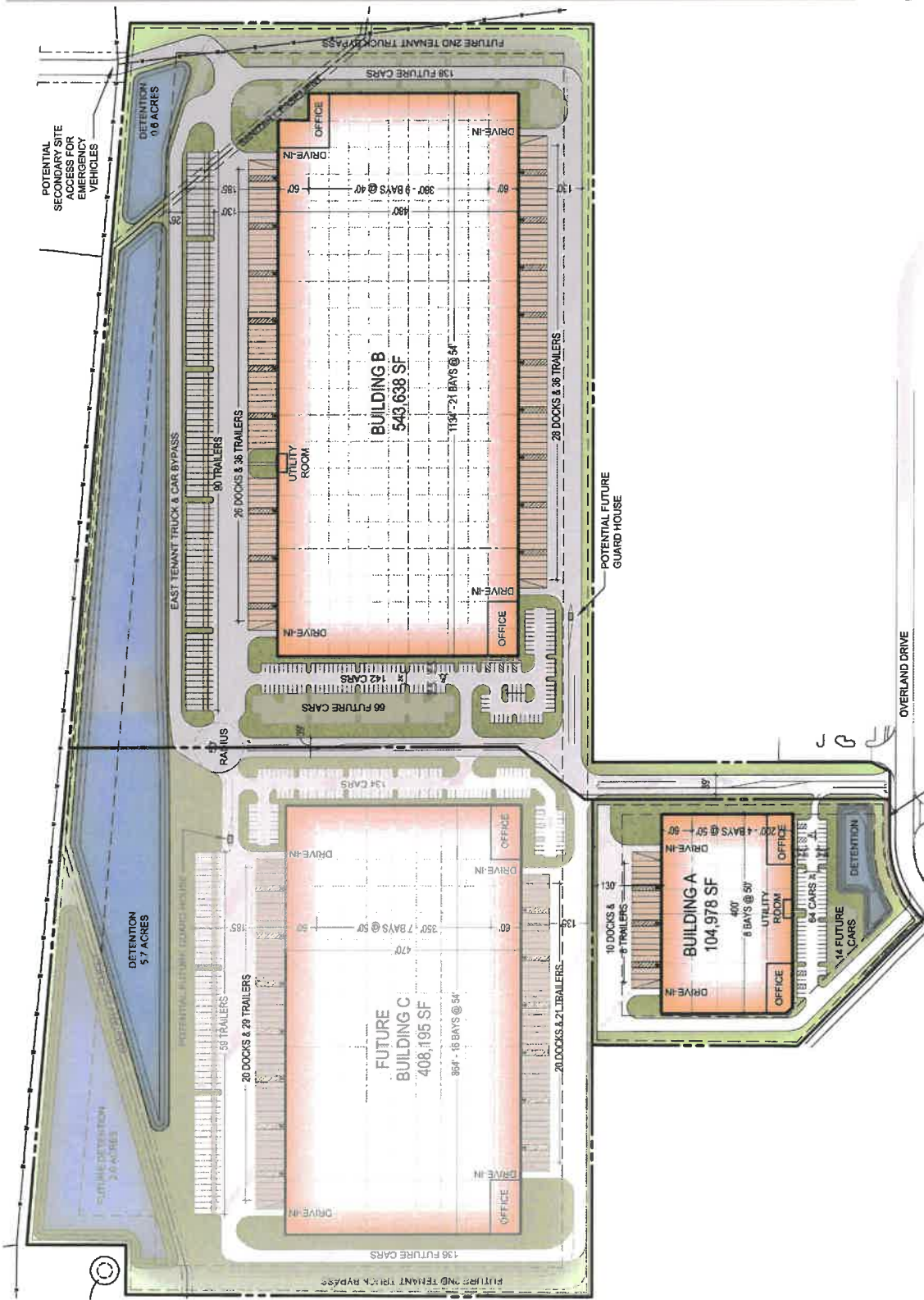
EXHIBIT B

Legal Description of the Property

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE (NAD83) BROUGHT UP TO GROUND COORDINATES) ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 175.02 FEET TO THE NORTHWESTERN CORNER OF THE TRACT OF LAND CONVEYED TO THE VILLAGE OF NORTH AURORA AS DOCUMENT 1003704 IN THE OFFICE OF THE KANE COUNTY RECORDER (THE FOLLOWING THREE (3) COURSES ARE ALONG THE BOUNDARY OF SAID VILLAGE OF NORTH AURORA PARCEL); 1) THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 100.29 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT “A”; 2) THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 200.00 FEET; 3) THENCE SOUTH 89 DEGREES 33 MINUTES 04 SECONDS WEST PERPENDICULAR TO THE WEST LINE OF SAID SOUTHWEST QUARTER 100.00 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 26 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 942.57 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 89 DEGREES 07 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 1,005.85 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 15.87 FEET; THENCE NORTH 37 DEGREES 09 MINUTES 11 SECONDS EAST 173.55 FEET; THENCE NORTH 00 DEGREES 52 MINUTES 40 SECONDS WEST PERPENDICULAR TO THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 905.65 FEET TO A POINT LYING SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 1,007.69 FEET FROM THE AFORESAID POINT “A”; THENCE SOUTH 86 DEGREES 07 MINUTES 15 SECONDS EAST 1,469.83 FEET TO A POINT ON THE WESTERN LINE OF THE FORMER CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY PROPERTY; THENCE SOUTH 00 DEGREES 39 MINUTES 04 SECONDS EAST ALONG THE WESTERN LINE OF SAID FORMER RAILROAD COMPANY PROPERTY 936.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 07 MINUTES 20 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHWEST QUARTER 1,567.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1,468,048 SQUARE FEET OR 33.702 ACRES, MORE OR LESS.

EXHIBIT C
Project Plans
[Attached]



PROJECT INFORMATION			
Site Area	67.15 Acres		
Total Building Area	1,056,811 SF		
FAR	0.36		
Detention	6.7 Acres		
Provided	2.6 Acres		
Future	9.3 Acres		
Total			
BUILDING A - PHASE 1			
Building A Site	6.59 Acres		
Building A Area	104,978 SF		
Docks	10		
Trailers	8		
Drive-In Doors	2		
Parking			
Provided	64		
Future	14		
Total	78		
BUILDING B - PHASE 1			
Building B Site	33.77 Acres		
Building B Area	543,638 SF		
Docks	54		
Trailers			
Dock Wall	72		
Across Dock	90		
Total	162		
Drive-In Doors	4		
Parking			
Provided	142		
Future	204		
Total	346		
BUILDING C - PHASE 2			
Building C Site	28.79 Acres		
Building C Area	408,195 SF		
Docks	40		
Trailers			
Dock Wall	50		
Across Dock	59		
Total	109		
Drive-In Doors	4		
Parking			
Provided	134		
Future	136		
Total	270		



Concept Site Plan 02.23.2021

North Aurora Golf Course
North Aurora, IL

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REVISIONS

4. Blog @ North Butler	03-03-21
3. North Property Line Butler	02-19-21
2. Village Review Comments	12-28-20
1. Client Review Comments	10-15-20

**NORTH
AURORA
INDUSTRIAL**
NORTH AURORA, ILLINOIS



IRG HestRyan Group, Inc.
1741 S. WIESEBROOK ROAD
WHEATON, IL 60189
PHONE: 630.734.3726

**Landscaping Architecture
Park & Recreation Design
Site & Community Planning**

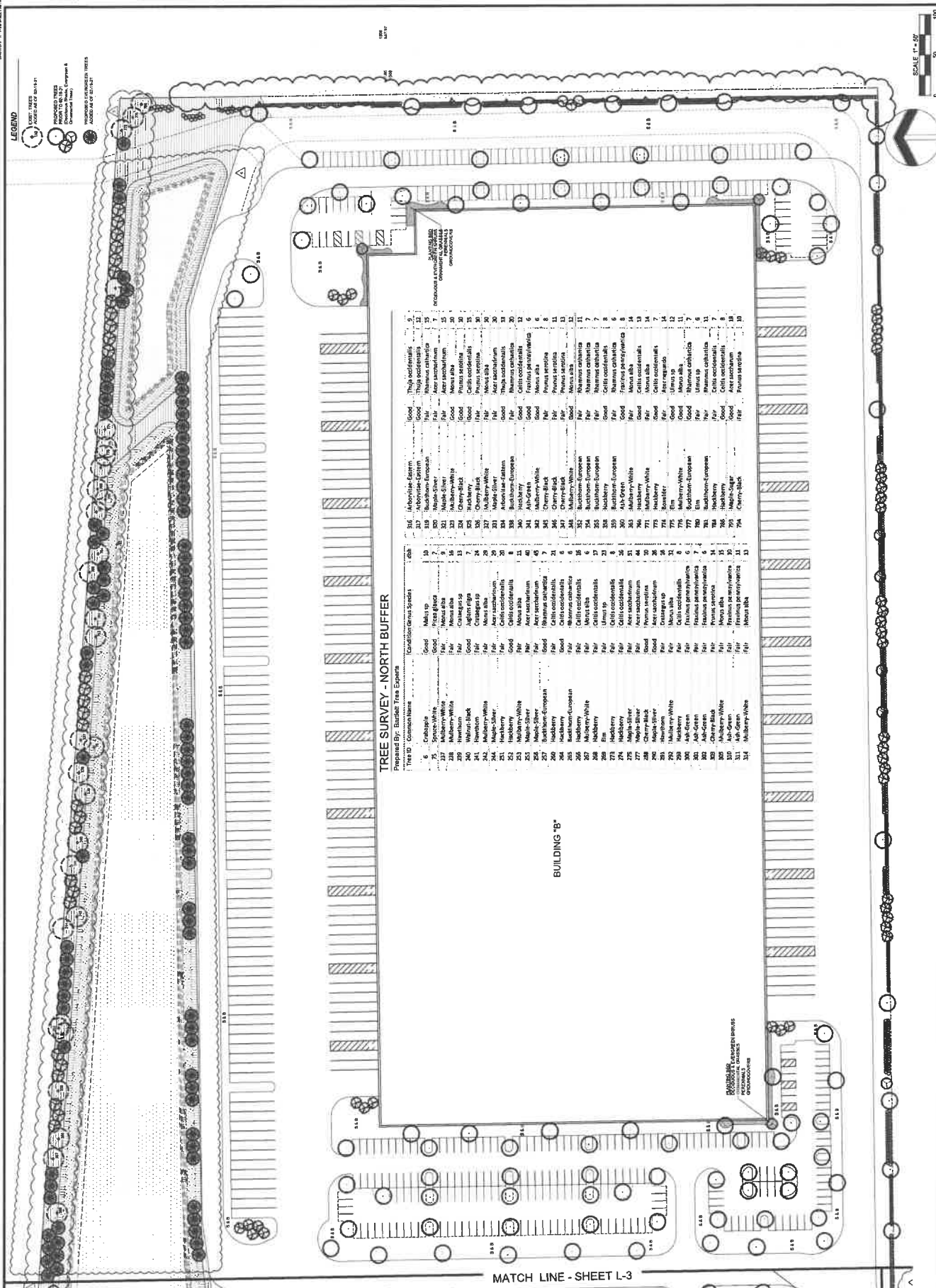
www.hestryangroup.com

PRELIMINARY
LANDSCAPE
PLAN

PROJECT NO.: JOB NO.:
L1720-9241A

DATE: 10-14-20
SCALE: 1"=50'
PLANNER: JMR
DRAWN BY: _____
CHECKED: _____

SHEET
L-2



TREE SURVEY - NORTH BUFFER

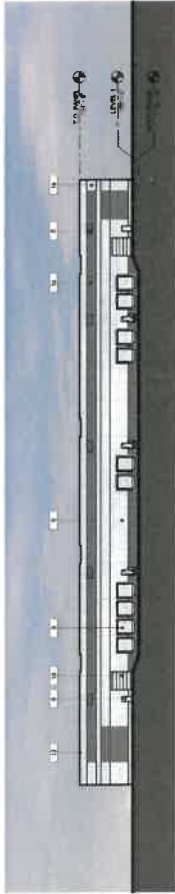
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BUILDING "B"

MATCH LINE - SHEET L-3



1 SOUTH ELEVATION
1" = 80'



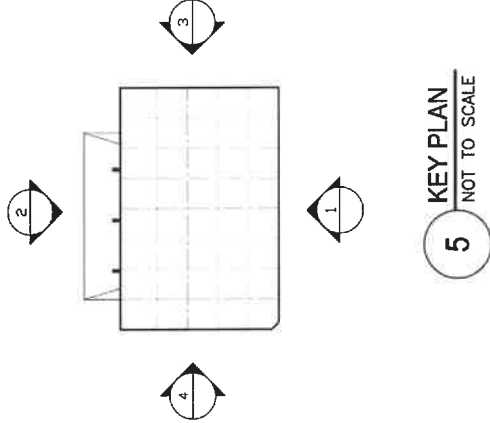
2 NORTH ELEVATION
1" = 80'



3 EAST ELEVATION
1" = 80'



4 WEST ELEVATION
1" = 80'



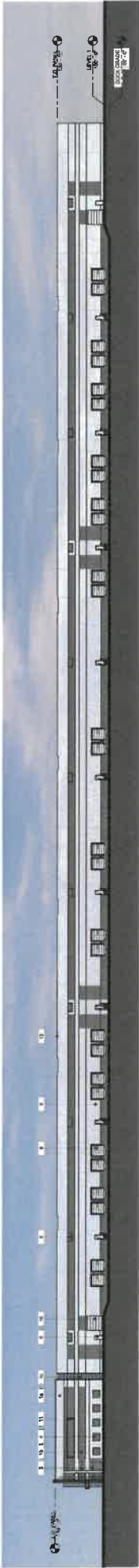
5 KEY PLAN
NOT TO SCALE

ELEVATION KEYNOTE LEGEND	
Key	
1a	PRECAST PANEL - PAINT A
1b	PRECAST PANEL - PAINT B
1c	PRECAST PANEL - PAINT C
2	PREFINISHED MTL. CANOPY
3	CLEAR ANODIZED ALUM. STOREFRONT
4	CLEAR ANODIZED ALUM. WINDOW
5	CLERESTORY WINDOW
6	HOLLOW METAL DOOR
7	4" REVEAL
8	9'x10' DOCK DOOR
9	FUTURE DOCK DOOR KNOCK-OUT
10	12'x14' DRIVE-IN DOOR
11	POTENTIAL BUILDING SIGNAGE
12	COPING CAP - PREFINISHED TO MATCH

PAINT A - SW 6525 RARIFIED AIR

PAINT B - SW 7075 WEB GREY

PAINT C - SW 6530 REVEL BLUE



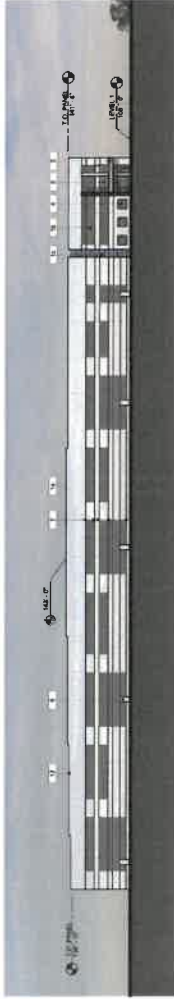
1 SOUTH ELEVATION

1" = 80'



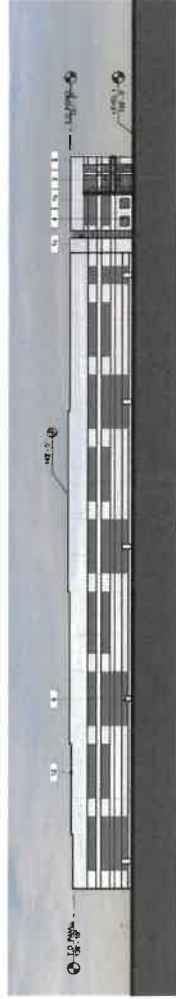
2 NORTH ELEVATION

1" = 80'



3 WEST ELEVATION

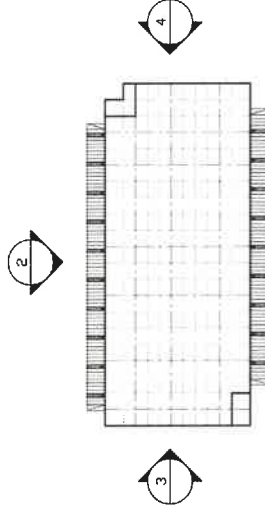
1" = 80'



4 EAST ELEVATION

1" = 80'

ELEVATION KEYNOTE LEGEND	
Key	
1a	PRECAST PANEL - PAINT A
1b	PRECAST PANEL - PAINT B
1c	PRECAST PANEL - PAINT C
2	PREFINISHED MTL. CANOPY
3	CLEAR ANODIZED ALUM. STOREFRONT
4	CLEAR ANODIZED ALUM. WINDOW
5	CLERESTORY WINDOW
6	HOLLOW METAL DOOR
7	4" REVEAL
8	9'x10' DOCK DOOR
9	FUTURE DOCK DOOR KNOCK-OUT
10	12'x14' DRIVE-IN DOOR
11	POTENTIAL BUILDING SIGNAGE
12	COPING CAP - PREFINISHED TO MATCH



	PAINT A - SW 6525 RARIFIED AIR
	PAINT B - SW 7075 WEB GREY
	PAINT C - SW 6530 REVEL BLUE

5 KEY PLAN
NOT TO SCALE

North Aurora Golf Course
North Aurora, IL

Building B - Exterior Elevations
10.30.2020

EXHIBIT D **Project Budget**

Building B Pro Forma and Yield Summary

PROJECT COSTS

Land and Closing Costs	\$ 6,282,500
Hard Costs	\$ 25,055,391
Tenant Improvement Allowance	\$ 3,805,466
Leasing Commissions	\$ 1,263,463
Predevelopment	\$ 319,650
Legal and Government Fees	\$ 200,000
Operating Shortfall (lease-up period)	\$ 1,152,572
Hard and Soft Cost Contingency	\$ 1,235,042
Other Soft Costs	\$ 1,296,300
TOTAL PROJECT COSTS	\$ 40,610,384

PROJECTED OPERATING INCOME:

"If Stabilized" Year 1	RSF	Net Rent	
Building B	543,638	\$ 4.50	\$ 2,446,371
Gross Potential Income			\$ 2,446,371
Market Vacancy Factor		5.0%	\$ (122,319)
Net Operating Income - "If Stabilized" Year 1			\$ 2,324,052
Year 1 Yield on Cost - pre TIF			5.72%

"If Stabilized" Year 2 - Including TIF

	RSF	Net Rent	
Building B	543,638	\$ 4.50	\$ 2,446,371
Gross Potential Income			\$ 2,446,371
Market Vacancy Factor		5.0%	\$ (122,319)
TIF Reimbursement - Year 2			\$ 516,722
Net Operating Income - "If Stabilized" Year 1			\$ 2,840,774
Year 2 Yield on Cost - INCLUDING TIF			7.00%

Project IRR:

Without TIF	10.32%
Including TIF	13.06%

EXHIBIT E

FORM DEVELOPER NOTE

REGISTERED AMOUNT
NO. R-1 \$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF KANE
VILLAGE OF NORTH AURORA-
DEVELOPER TAX INCREMENT ALLOCATION REVENUE NOTE
(_____ REDEVELOPMENT PROJECT AREA),
DEVELOPER NOTE SERIES, 20____

Registered Owner: _____

Interest Rate: THREE AND ONE-HALF PERCENT (3.5%)

Issuance Date: _____, 20____

Maturity Date: _____, 20____

KNOW ALL PERSONS BY THESE PRESENTS, that the Village of North Aurora, Kane County, Illinois (the “**Village**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Developer Note, and interest accrued thereon, from time to time advanced by the Registered Owner to pay Redevelopment Project Costs of the Project (as defined in the Redevelopment Agreement, defined below) in accordance with that certain Ordinance adopted by the Corporate Authorities of the Village on _____ (the “**Ordinance**”) and that certain Redevelopment Agreement dated as of _____, 2021 (the “**Redevelopment Agreement**”) between the Village and North Aurora Industrial Venture, LLC up to the principal amount of _____ Dollars (\$_____). Principal and interest payments on this Developer Note are payable annually on November 15 of each year commencing on November 15, 20____ to and including the Maturity Date from Available Incremental Taxes on deposit in the Project Account of the Special Tax Allocation Fund (as such terms are defined in the Redevelopment Agreement), only to the extent such monies are available. The Registered Owner shall be entitled to receive all monies deposited in the Project Account on or prior to the Maturity Date. Notwithstanding anything to the contrary contained herein, this Developer Note shall automatically be cancelled and be deemed paid-in-full on the Maturity Date, even if the sum of all payments made on this Developer Note do not satisfy in full the principal balance of this Note and any interest accrued thereon, subject to the availability unpaid funds in the Project Account.

The principal and interest payments on this Developer Note shall be payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Chief Financial Officer of the Village, as registrar and paying agent (the “**Registrar**”), at the close of business on the fifteenth day of the month immediately prior to the applicable payment, maturity or redemption date, and shall be paid by wire transfer, check or draft of the Registrar, payable in lawful money of the United States of America, wired in accordance with the wire instructions provided by the Registered Owner or mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal and accrued and unpaid interest will be payable solely upon presentation of this Developer Note at the principal office of the Registrar in North Aurora, Illinois or as otherwise directed by the Village.

Notwithstanding anything in this Developer Note to the contrary, interest will only be payable on the outstanding principal amount hereof for one year beginning on the date of this Developer Note.

This Developer Note is issued by the Village in fully registered form in the aggregate principal amount of advances previously made from time to time by Developer up to Three Million Seven Hundred Ninety-Eight Four Hundred Seventy-Three and No/100 Dollars (\$3,798,473.00) for the purpose of paying or reimbursing Developer for certain Redevelopment Project Costs (as defined in the Redevelopment Agreement) incurred by Developer in connection with the redevelopment of the Project (as defined in the Redevelopment Agreement), on the Property (as defined in the Redevelopment Agreement) in the Village, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the “**TIF Act**”), and the Ordinance, in all respects as by law required. IN NO EVENT SHALL THE TOTAL PRINCIPAL AND INTEREST PAYMENTS ON THIS DEVELOPER NOTE EXCEED THREE MILLION NINE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED TWENTY AND NO/100 DOLLARS (\$3,931,420.00).

The Village has assigned and pledged certain rights, title and interest of the Village in and to the seventy-five percent (75%) of the Available Incremental Taxes from the Property which the Village is entitled to receive pursuant to the TIF Act, the Redevelopment Agreement and the Ordinance, and received by the Village in order to pay the principal and interest of this Developer Note. Reference is hereby made to the aforesaid Ordinance and Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Developer Note and the terms and conditions under which this Developer Note is issued and secured. THIS DEVELOPER NOTE IS NOT A GENERAL OR MORAL OBLIGATION OF THE VILLAGE BUT IS A SPECIAL LIMITED OBLIGATION OF THE VILLAGE, AND IS PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES RECEIVED BY THE VILLAGE, AND SHALL BE A VALID CLAIM OF THE REGISTERED OWNER HEREOF ONLY AGAINST SAID SOURCE. THIS DEVELOPER NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OR A LOAN AGAINST THE GENERAL TAXING POWERS OR CREDIT OF THE VILLAGE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION. THE REGISTERED OWNER OF THIS DEVELOPER NOTE SHALL NOT HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER

OF THE VILLAGE, THE STATE OF ILLINOIS OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE PRINCIPAL OF OR INTEREST ON THIS DEVELOPER NOTE.

The Village may prepay this Note at any time.

This Developer Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in North Aurora, Illinois, but only upon surrender and cancellation of this Developer Note. Upon such transfer, a new Developer Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. Such transfer shall be in accordance with the form at the end of this Developer Note.

This Developer Note hereby authorized shall be executed and delivered as provided for in the Redevelopment Agreement.

Pursuant to the Redevelopment Agreement, Developer has agreed to construct the Project on the Subject Property and to advance funds for eligible Redevelopment Project Costs related to the Project. Such costs up to the amount of Three Million Seven Hundred Ninety-Eight Four Hundred Seventy-Three and No/100 Dollars (\$3,798,473.00) as determined and adjusted pursuant to the Redevelopment Agreement shall be deemed to be a disbursement of the proceeds of this Developer Note. The outstanding principal amount of this Developer Note shall be determined in accordance with the terms of the Redevelopment Agreement. Upon payment in full, the Maturity Date of this Developer Note or expiration of the Redevelopment Project Area, whichever occurs first, this Developer Note shall be deemed "Paid In Full" and shall be surrendered to the Village and cancelled, subject to payment to Registered Owner of any Available Incremental Taxes paid to the Village and then owed to Registered Owner under Developer Note.

The Village and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the Village nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof of the Redevelopment Agreement.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Developer Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Developer Note, together with all other obligations of the Village, does not exceed or violate any constitutional or statutory limitation applicable to the Village.

This Developer Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the Village of North Aurora, Kane County, Illinois, by its Corporate Authorities, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Developer Note to be signed by the duly authorized manual or facsimile signature of the Village President and Village Clerk as of the issuance Date set forth above.

Village President

(SEAL)
Attest:

Village Clerk

CERTIFICATE
OF
AUTHENTICATION

Registrar and Paying Agent:
Chief Financial Officer of the
Village of North Aurora, Kane
County, Illinois

This Note is described in the
within mentioned Ordinance and
is the \$ _____ Developer Tax Increment
Allocation Revenue Note
(_____ Redevelopment Project Area),
Developer Note Series 20 ____ of the Village of North Aurora,
Kane County, Illinois.

Chief Financial Officer

Date: _____

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____
Registered Owner

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

Consented to as of: _____

Village of North Aurora, Kane County, Illinois

By: _____

Title: _____

EXHIBIT F

Form of Certificate of Expenditure
Certificate of Expenditure

Village of North Aurora

Re: Development Agreement, dated _____, 20__, (the “Redevelopment Agreement”) by and between the Village of North Aurora, Illinois (“Village”) and North Aurora Industrial Venture, LLC, a Delaware limited liability company (the “Developer”)

Dear Village Administrator:

Pursuant to the Redevelopment Agreement, you are hereby requested to issue or increase the amount of Developer Note for the dollar amount set forth in this Certificate of Expenditure. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. Certificate of Expenditure No.: _____
2. Amount expended by Developer: \$ _____
3. The amount set forth in this Certificate of Expenditure is for those Redevelopment Project Costs permitted under the Redevelopment Agreement.
4. The undersigned certifies that:

(i) the amounts included in Paragraph 2 above were paid or incurred and financed in accordance with approved plans, permits and specifications of the Project as defined in the Redevelopment Agreement;

(ii) the amounts included in Paragraph 2 above, represent a part or all of the reimbursement due and payable as Redevelopment Project Costs under the Redevelopment Agreement and Certificate of Expenditure the amounts have not been included in any previous Certificate of Expenditure, with paid invoices and/or other documents attached as evidence of such expenditures;

(iii) Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of Developer that would prevent the performance of the obligations of Developer under the Redevelopment Agreement.

Date: _____

By: _____

Its: _____

APPROVED:

**VILLAGE OF NORTH AURORA, an
Illinois municipal corporation**

Date: _____

Village Administrator

4826-9443-5306, v. 8



Memorandum

To: Village President and Village Board of Trustees
Cc: Steve Bosco, Village Administrator
From: Natalie Stevens, Executive Assistant
Date: July 8, 2021
Re: Ordinance Increasing the Number of Class B Liquor Licenses to Seven

With the arrival of a new restaurant business in town, the Village will need to amend Title 5, Section 5.08.350 of the Village Code to increase the number of Class B Liquor Licenses (Small Restaurant) by one (1) to a new total of seven (7).

The new restaurant, Nu Nu Café, is located at 1109 Ritter Street, and will be serving a menu of coffee, crepes and waffles. The applicant has submitted a Liquor License application along with the required certificate of liquor liability insurance and has successfully completed the background investigation.

Attached is the ordinance for amending the number of Class B Liquor Licenses issued.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE NORTH AURORA CODE SECTION
5.08.350 TO INCREASE THE NUMBER OF CLASS B LIQUOR LICENSES
AUTHORIZED IN THE VILLAGE OF NORTH AURORA
(Nu Nu Café)**

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

SECTION 1: Section 5.08.350 of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.350 Number of Licenses.

The number of licenses to be issued by the Village Liquor Commissioner for any given license year is hereby restricted as follows:

- A. Six Class “A” licenses,
- B. Seven Class “B” licenses;**
- C. Two Class “C” licenses;
- D. Four Class “D” licenses;
- E. One Class “E” license;
- F. Four Class “F” licenses;
- G. Five Class “G” licenses;
- H. One Class “H” license;
- I. One Class “J-1” license;
- J. One Class “J-3” license;
- K. One Class “M” license; and
- L. One Class “T” license

SECTION 2: No other portion of the Village of North Aurora Municipal Code is amended or modified by this Ordinance.

SECTION 3: This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form by the Village Clerk, 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 _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this _____ day of _____, 2021, A.D.

Mark Carroll _____
Mark Guethle _____
Todd Niedzwiedz _____

Laura Curtis _____
Michael Lowery _____
Carolyn Bird Salazar _____

Approved and signed by me as President of the Board of Trustees of the Village of North
Aurora, Kane County, Illinois this _____ day of _____ 2021, A.D.

Village President

ATTEST:

Deputy Village Clerk

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: SITE PLAN APPROVAL UPDATE – FOX METRO WRD PUMP STATION
AGENDA: JULY 19, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving the updated site plans for the property located at 151 S. Lincolnway in the Village of North Aurora

DISCUSSION

In 2020, the Village Board granted site plan approval to Fox Metro Water Reclamation District for their proposed pump station to be located on the property 151 S. Lincolnway. The Plan Commission made a formal recommendation of approval for the plans at their March 3, 2020 meeting and the Village Board subsequently approved Ordinance #20-04-06-01, granting special use to allow a Utility and site plan approval on April 6, 2020.

Fox Metro Water Reclamation District has since elected to alter the development plans associated with the pump station. According to Fox Metro, the new pump station is consistent with the former design and is meant to cosmetically blend into the natural surroundings of the river area. The façade will include a natural stone material on the bottom four feet of the building and the remainder will be a Hardy Board siding in an earth toned color. The building's orientation on the property has changed somewhat, but the entirety of the parcel will be utilized per the original plan. Additionally, the access to the pump station will now be utilized to the north through an access easement. The previous plan had the access drive to the South, which has since been eliminated due to easement rights through the south property owner.

Originally, the existing pump station was to be demolished. Fox Metro is currently in discussions with Fox Valley Park District to donate the current pump station building to them. Use of the former pump station building could include a public restroom, drinking fountains and storage as part of a trail amenities project.

Staff has reviewed the updated plans and notes they meet the requirements of the Zoning Ordinance and the alterations do not constitute an intensification of the approved Utility use of the property.



Mike Toth
Community and Economic Development Director
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

Mr. Toth,

This letter is to outline the changes to the design plans for Fox Metro Water Reclamation District's North Aurora Pump Station. Since the original approval of the plans by the Village in April 2020, the District has contracted with a new Engineering firm to finalize and complete the pump station design. As a result of the new firm, there were some subsequent minor changes to the overall pumping station layout, the site plan, and the access to the station.

The overall function, size, and orientation of the station are similar to the original submittal.

The new Pump Station is materially consistent with the former design: the peak flow capacity will still be increased to approximately 31 MGD and the design is meant to cosmetically blend into the natural surroundings of the river area. The façade will include a natural stone material on the bottom 4 feet of the building and the remainder will be a Hardy Board siding in an earth toned color. The building's orientation on the property has changed somewhat, but the entirety of the parcel will be utilized per the original plan.

There are two key changes in regards to the pump station site plan and the existing pump station.

1. The access to the station (highlighted in red in the attached drawings), will now be utilized to the North through the District's Ingress/Egress Easement. The previous plan had the access drive to the South, which has since been eliminated due to easement rights through the south property owner. As a result of the relocated access drive, the District needed to relocate the generator to the South of the station (highlighted in blue), the electrical transformers (also highlighted in blue) were able to stay on the North side of the property.
2. The existing station was previously slated to be demolished to ground level. Currently, the District is in discussions with FVPD to donate the current pump station building to them. This decision will be finalized when actual costs are received during the bidding phase. The FVPD would use the building for a public restroom, drinking fountains, and storage as part of a trail amenities project. Perhaps a picnic shelter would be added along with a trail spur up to the bike shop. It is a nice reuse that we are in favor of as part of our ongoing efforts to be more sustainable.

Thank you very much, we look forward to this exciting project. Please feel free to reach out with any questions or concerns.

Fox Metro Water Reclamation District

Attachments:

Sheets 10, 11, 13, 14, 26, 27, 28, 29 & 30 of the Contract Drawings

Staff Report to the Village of North Aurora Plan Commission

FROM: Mike Toth, Community and Economic Development Director

GENERAL INFORMATION

Meeting Date: March 3, 2020

Petition Number: 20-03

Petitioner: Fox Metro Water Reclamation District

Request(s): 1) Special use to allow a Utility 2) Site Plan Approval

Location: 153 S. Lincolnway

Parcel Number(s): 15-04-426-022

Property Size: Approximately 0.37 acres

Current Zoning: B-3 – Central Business District

Contiguous Zoning: North – B-3 Central Business District, South – B-3 Central Business District, East - B-3 Central Business District, West – B-3 Central Business District

Comprehensive Plan Designation: Local Commercial



PROPOSAL

Fox Metro Water Reclamation District currently maintains an operable pump station on the west bank of the Fox River for the collection and transmission of sewage. According to Fox Metro the existing pump station is approximately 50 years old and has reached the end of its useful life. In order to meet the demands of the service area Fox Metro purchased the subject property, demolished a single-family residence once located on the subject property and is now proposing to build a new pump station, which would be located in close proximity to the existing pump station. The existing pump station would be decommissioned upon activation of the new pump station.

The proposed use of the property has been classified as a “Utility,” which is listed as a special use in the underlying B-3 Central Business District. Upon review of the proposed plans, it was determined that no variations from the Zoning Ordinance are required to facilitate the development.

RECOMMENDATIONS

Staff finds the information presented **meets** the Standards for Specials Uses as submitted by the petitioner and as set forth in the Zoning Ordinance. Based on the above considerations staff recommends the Plan Commission make the following motion recommending **approval** of Petition #20-03.

APPLICATION FOR SPECIAL USE

VILLAGE OF NORTH AURORA
Board of Trustees
25 East State Street
North Aurora, IL 60542

PETITION NO. 20-03

FILE NAME Fox Metro Pump Station

DATE STAMP

RECEIVED

JAN - 2 2020

VILLAGE OF
NORTH AURORA

I. APPLICANT AND OWNER DATA

Name of Applicant Fox Metro Water Reclamation District

Applicant Address 682 State Route 31 Oswego, IL 60543

Applicant Telephone # 630-892-4378

Email Address kzollers@fmwrdd.org

Property Owner(s) Same as above.

Owner Address _____

Owner Telephone # _____

II. ADDRESS, USE AND ZONING OF PROPERTY

Address of Property 153 S. Lincolnway

(indicate location if no common address)

Legal Description: See attached legal description.

Parcel Identification Number 15-04-426-022

Parcel Size 0.37 ac.

Present Use Vacant -- Formerly single-family residential.

(business, manufacturing, residential, etc.)

Present Zoning District B-3

(Zoning Ordinance Classification)

III. PROPOSED SPECIAL USE

Proposed Special Use Public Utility - Wastewater Pump Station

(Zoning Ordinance Classification)

Code Section that authorizes Special Use Ch. 8 Sec. 8.2, Table 8.1

Has the present applicant previously sought to rezone or request a special use for the property or any part thereof? No.

If so, when? _____ to what district? _____

Describe briefly the type of use and improvement proposed Fox Metro is replacing the existing adjacent North Aurora Sanitary Pump Station with a new facility that will handle a maximum flow of 32 million gallons per day (MGD). The average daily flow is estimated to be 4.5 MGD. The additional capacity is being provided for wet weather flows and future development within the service area.

What are the existing uses of property within the general area of the Property in question? Existing adjacent uses include office, medical office, retail, commercial services and retail food establishments.

Additionally, there are a number of parcels of open space owned and operated by the Fox Valley Park District including Fox River Trail.

To the best of your knowledge, can you affirm that there is a need for the special use at the particular location? (Explain) There is a demonstrated need for the new sewage pumping facility. The existing pump station is approximately 50 years old and has reached its end of useful life. The current station serves a large portion of the Village of North Aurora and is critical infrastructure for the collection and transmission of sewage. The pump station lifts sewage to the North Aurora Interceptor.

Attach hereto a statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.
2. The proposed special use is deemed necessary for the public convenience at that location.
3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.
4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.
6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.
7. The proposed special use is compatible with development on adjacent or neighboring property.
8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.
9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.
11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

IV CHECKLIST FOR ATTACHMENTS

The following items are attached here to and made a part hereof:

1. Introduction Letter. Please include information relevant to the proposed use of the property and business operations (hours of operation, number of employees, etc.).
2. Legal Description of the subject property(s).
3. Illinois Land Surveyor's plat of survey.
4. Site Plan illustrating all existing and proposed improvements.
5. Statement and supporting data regarding Standards for Special Uses (above).
6. Filing fee in the amount of \$300.00, if paid by check make payable to the Village of North Aurora.
7. Specified escrow deposit (\$4,000 minimum). May be included with filing fee. Remaining funds refundable upon project completion.
8. Visit the Illinois Department of Natural Resources' website www.dnr.state.il.us and initiate a consultation using DNR's EcoCat online application.
9. Visit the Kane DuPage Soil and Water Conservation District's website www.kanedupageswcd.org for a Land Use Opinion Application

The Applicant authorizes the Village of North Aurora representatives to enter on to the property to make inspection during the hearing process.

The Applicant is responsible for publishing a legal notice in the newspaper, sending United States mail notices to properties within 250 feet, and posting a sign on the property advertising the public hearing. These shall be in accordance with village Ordinances at the times decided by the Village of North Aurora.

The undersigned hereby agrees to reimburse the Village for all costs of court reporter fees for attendance at and transcript of hearing(s) and other professional service fees for services rendered in connection with this application as defined in Appendix B of the North Aurora Zoning Ordinance. Such reimbursement shall be made promptly upon receipt of invoices from the Village, whether or not this application for special use is approved.

I (we) certify that all of the above statements and the statements contained in any documents submitted herewith are true to the best of my (our) knowledge and belief.

Thomas A. Muth
Applicant or Authorized Agent

01/02/2020
Date

Thomas A. Muth
Owner

01/02/2020
Date

Following are the names and addresses of all property owners within 250 feet of the property in questions for which the special use being is being requested.

TAX PARCEL NO.	PROPERTY OWNER	MAILING ADDRESS
15-04-426-006	William C. & Rhonda F. Lindoo, Trustees	05 S 016 Swan Road Big Rock, IL 60511
15-04-426-010	Tyler Glen, LLC	161 S. Lincolnway Suite 311 North Aurora, IL 60542
15-04-426-011	Tyler Glen, LLC	161 S. Lincolnway Suite 311 North Aurora, IL 60542
15-04-426-012	Brackett, Richard D. DCLR of Tr., Trustee	43 Silver Trail North Aurora, IL 60542
15-04-426-013	Tyler Glen, LLC	161 S. Lincolnway Suite 311 North Aurora, IL 60542
15-04-426-017	Cremer, Carl F. and Theresa A.	153 S. Lincolnway North Aurora, IL 60542
15-04-426-018	William C. & Rhonda F. Lindoo, Trustees	05 S 016 Swan Road Big Rock, IL 60511
15-04-426-019	Stelzman Properties, LLC	141 S. Lincolnway North Aurora, IL 60542
15-04-426-020	Rodriguez, Florentino	145 S. Lincolnway North Aurora, IL 60542
15-04-426-021	William C. & Rhonda F. Lindoo, Trustees	05 S 016 Swan Road Big Rock, IL 60511
15-04-426-022	Fox Metro Water Reclamation District	682 State Route 31 Oswego, IL 60543
15-04-427-012	Fox Valley Park District	101 W. Illinois Avenue Aurora, IL 60506
15-04-427-013	Fox Valley Park District	101 W. Illinois Avenue Aurora, IL 60506
15-04-427-014	Fox Metro Water Reclamation District	682 State Route 31 Oswego, IL 60543

I, Patrick Kelsey, being first duly sworn on oath certifies that all of the above statements and the statements contained in any papers or plans submitted herewith are true and correct.

Patrick Kelsey
Applicant Signature

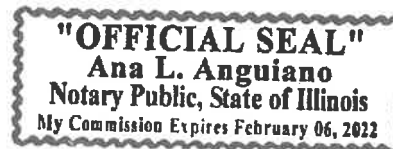
01/02/2020

Date

SUBSCRIBED AND SWORN TO

Before me this 2nd day of January, 2020.

Adel Exp. 02/06/2022
Notary Public





CIVIL | STRUCTURAL | ELECTRICAL | ENVIRONMENTAL

230 WOODLAWN AVENUE • TELEPHONE (630) 897-4651 • FAX (630) 897-5696
AURORA, ILLINOIS 60506

January 2, 2020

Mr. Michael S. Toth
Village of North Aurora
25 East State Street
North Aurora, IL 60542

RE: Fox Metro Water Reclamation District North Aurora Pump Station – Request for a Special Use.

Dear Mr Toth:

Fox Metro Water Reclamation District is a public utility that provides collection and treatment of waste generated by homes, businesses, restaurants, governmental facilities, institutions and a variety of industries, in portions of Kane, DuPage, Kendall and Will Counties. The North Aurora Pump Station serves more than 8,00 residents of North Aurora and more than 14,500 residents of southern Kane County and western DuPage County. Fox Metro proposes to replace the existing North Aurora Pump Station, which is reaching the end of its useful life. The existing station was built in the 1960s and repairs and maintenance are increasingly more difficult because of the age of the mechanical equipment in the station.

Fox Metro Water Reclamation District is submitting this application and supporting documentation for a special use to construct and operate a replacement sanitary pump station at 153 S. Lincolnway. The Parcel Identification Number for the subject property is 15-04-426-022. Fox Metro currently operates the North Aurora Pump Station on an adjacent parcel with no common address. The PIN for the existing facility is 15-04-277-014.

The proposed North Aurora Pump Station is a 32 million gallon per day sanitary facility that will lift sewage approximately 65 ft from the Fox River inverted siphon to the North Aurora gravity interceptor sewer. The station will be in operation 24 hours a day, 7 days a week year-around. The facility includes three levels below ground approximately 55-feet deep and the building that houses the station will be a single-story, 27 foot high, contemporary, brick and stone -faced structure with a clear story and windows to add ambient light to the interior. Construction of the new North Aurora Pump Station is scheduled to begin in the late Spring of 2020 and will be operational in early 2022.

Access to the new facility will be through an existing easement that will be reconfigured. Energy to operate the plant will provided by Commonwealth Edison and NICOR. The facility will also include a generator to ensure continuous operation in all weather conditions, remote monitoring and operation using SCADA and a 60-foot antenna to transmit data remotely.

Based upon the Zoning Ordinance requirements for a special use, we have included the following documents in the Fox Metro WRD request for the North Aurora Pump Station Special Use:

1. Cover Letter
2. Special Use Application
3. Location Map with 250-foot Public Notification Radius.
4. Pump Station Service Area Aerial Map
5. Quit Claim Deed & Legal Description for the Subject Property
6. Site Plan
7. Landscape Plan
8. Building Elevations.
9. Project Renderings
10. Preliminary Engineering – In-progress plans
11. List of properties within 250 feet

Fox Metro is excited to begin construction of the new North Aurora Pump Station and looks forward to providing the citizens of North Aurora with a larger facility designed to handle increasing development within the Village boundaries in a safe, efficient and environmentally sensitive manner.

If you have any questions concerning our request for a special use for the new pump station, please contact me.

Respectfully submitted,



Patrick Kelsey
Environmental Manager

cc: File

DATE: January 2, 2020
TO: Michael S. Toth
FROM: Patrick Kelsey, Deuchler Engineering Corp.
RE: Special Use Findings of Fact -- North Aurora Pump Station
APPLICANT: Fox Metro Water Reclamation District
Cc: File

A statement with supporting data that the proposed special use will conform to the following standards:

1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.

Applicant Response: The special use is authorized by the North Aurora Code of Ordinances, Title 17 – Zoning, Chapter 8 Business Districts, Section 8.2 – Permitted & Special Uses, Table 8.1.

2. The proposed special use is deemed necessary for the public convenience at that location.

Applicant Response: The special use is necessary in order to site the pump station where the sewage can reach the pump station by gravity flow in the existing sewer system and that is in close proximity to the existing pump station, which it is replacing.

3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.

Applicant Response: The replacement North Aurora Pump Station is a critical piece of public utility infrastructure and necessary to transfer sewage up to the North Aurora Inceptor sewer. The pump station serves areas of North Aurora and Aurora that include 12.17 square miles with an approximate population of 23,439. The primary economic benefit of the

proposed pump station is it increases the reliability and capacity of the sanitary sewer service provided by Fox Metro in the northeastern region of the service area.

4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.

Applicant Response: Three goals of the North Aurora Comprehensive Plan are directly advanced by construction and operation of the new North Aurora Pump Station:

1. Grow in an environmentally and fiscally responsible manner. The North Aurora Pump Station will improve the environmental conditions within North Aurora by using new, more energy efficient processes to collect and move waste created within the Village and do so in a manner that is safer with redundancy to greatly reduce the likelihood of an unintended environmental release.

2. Use annexation to capitalize on development opportunities and facilitate efficient governance. The new pump station will increase the capacity of sewage that can be collected and transported for wastewater treatment, which in turn provides part of the necessary sanitary utilities integral to future growth.

3. Protect and preserve the Village's environmental features against contamination and any negative impacts of development. Fox Metro is a partner with North Aurora in providing the citizens with safe, environmentally sensitive, and sanitary collection and treatment of wastewater that improves the health and welfare of the people within the service area.

The North Aurora Pump Station is being designed in conformance with all federal, state and local codes and ordinances that control the construction and operation of sanitary facilities.

5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.

Applicant Response: The North Aurora pump station is being designed for the specific purpose of collecting and lifting untreated sewage in a pressurized main from below the Fox River to the gravity North Aurora Interceptor some XX ft above the influent sewer in elevation.

Under normal and wet weather flow conditions the plant must operate 24 hours a day, 365 days per year. The station will be located immediately across the Fox River Trail from the existing pumping facility.

To maintain the 24/365 operations, the station must have an auxiliary source of power. The design includes a 600KW generator that will be outside the building. In order to control air and noise pollution the District has selected a natural gas operated generator. Under normal operating conditions, the generator will be run for short periods about once a week to ensure all controls and the power source are functioning properly.

The new station features improved odor control as compared to the current facility. The building design is modern and will fit well with the character of the surrounding community.

6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.

Applicant Response: The proposed pump station will increase the safety, reliability, use, enjoyment and value of the area that it is located within by replacing an aging facility with a modern, sustainable and more environmentally protective facility. Fox Metro's primary purpose is to protect the public's health and safety while improving the quality of the Fox River through the systematic collection and treatment of wastes generated by the residents, businesses, and industries that it serves.

7. The proposed special use is compatible with development on adjacent or neighboring property.

Applicant Response: The special use is necessary to protect the health and safety of the residents of the District. To the extent possible, Fox Metro is designing a facility that allows this special use to exist in harmony with the surrounding properties. There are no immediately adjacent residential structures and the surrounding uses are or will be buffered by vegetation and local topography.

8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.

Applicant Response: The proposed pump station access eliminates the need for District vehicles to cross the Fox River Trail at an unmarked driveway. The new facility will see about the same amount of traffic as the current station, which amounts to one or two small service trucks several days a week.

9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.

Applicant Response: Minimal parking is necessary and the facility will meet the requirements with the exception of parking for handicapped individuals. Parking is for pump station operations only and will not be marked handicapped accessible. The function of the facility precludes access by those with physical disabilities because of the rigorous nature of the work and need to be ambulatory to perform that work.

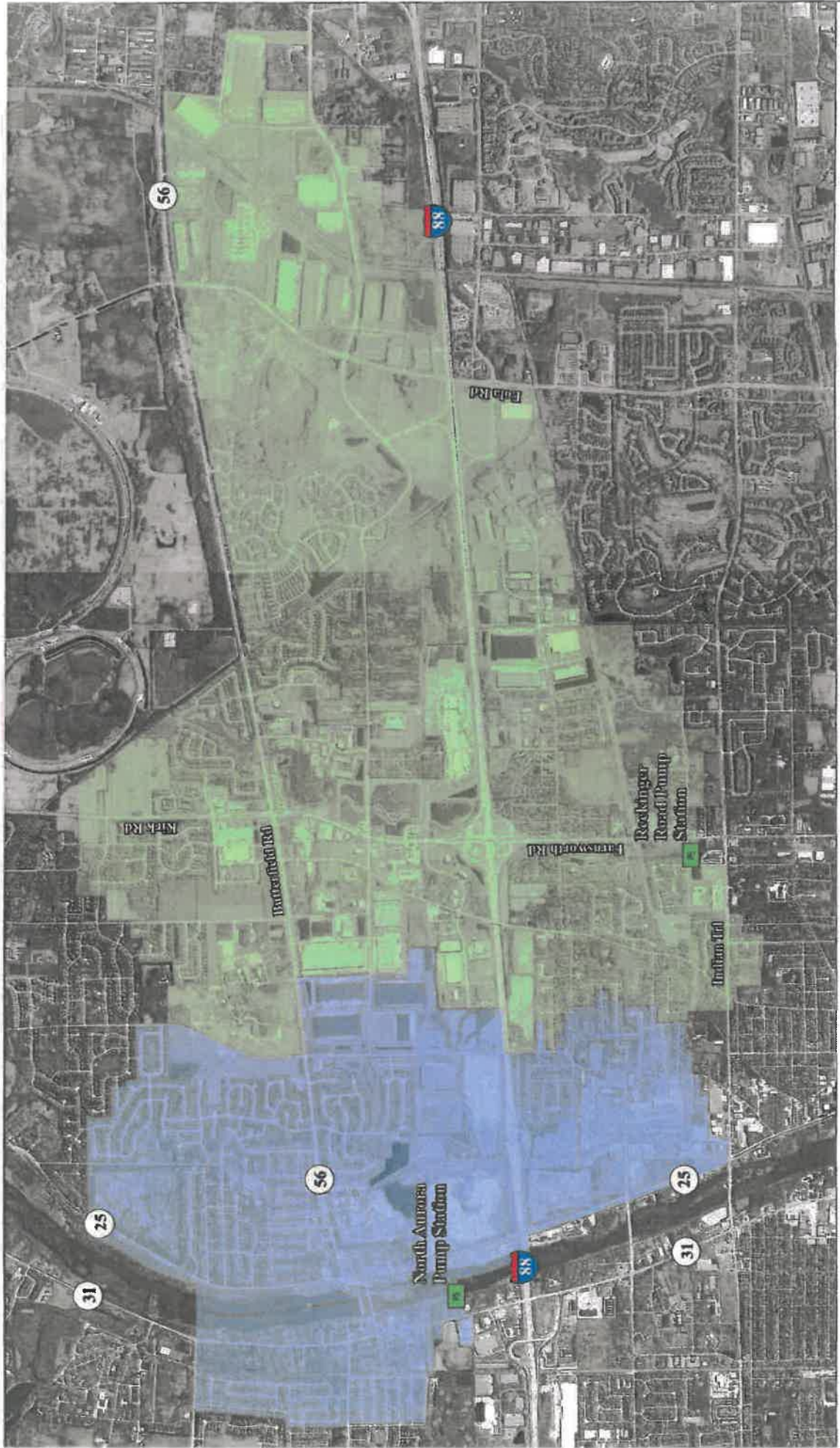
10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.

Applicant Response: The proposed pump station design addresses utilities, drainage, road access, public safety and other facilities. The pump station will be served by both Commonwealth Edison and Nicor for energy needs. The facility is on a slope and drainage design has taken into account that conditions for all weather access. Vehicle access is through existing easements that are being slightly reconfigured with a new driveway.

The facility will be secured 24/7/365 from public access. Following discussions with the Fox Valley Park District, Fox Metro proposes to not fence the facility as fencing will affect future maintenance access. With an anticipated life of more than 50 years, the pump station will need to have the large pumps serviced and access is necessary should a pump ever need to be replaced.

11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.

Applicant Response: The proposed pump station is being designed to conform with the North Aurora Zoning Ordinance and all applicable regulations with the exception of a requested variance from the handicapped parking requirement. The slopes of the parking and loading area will meet accessibility cross-slope but the facility will not be striped for parking.



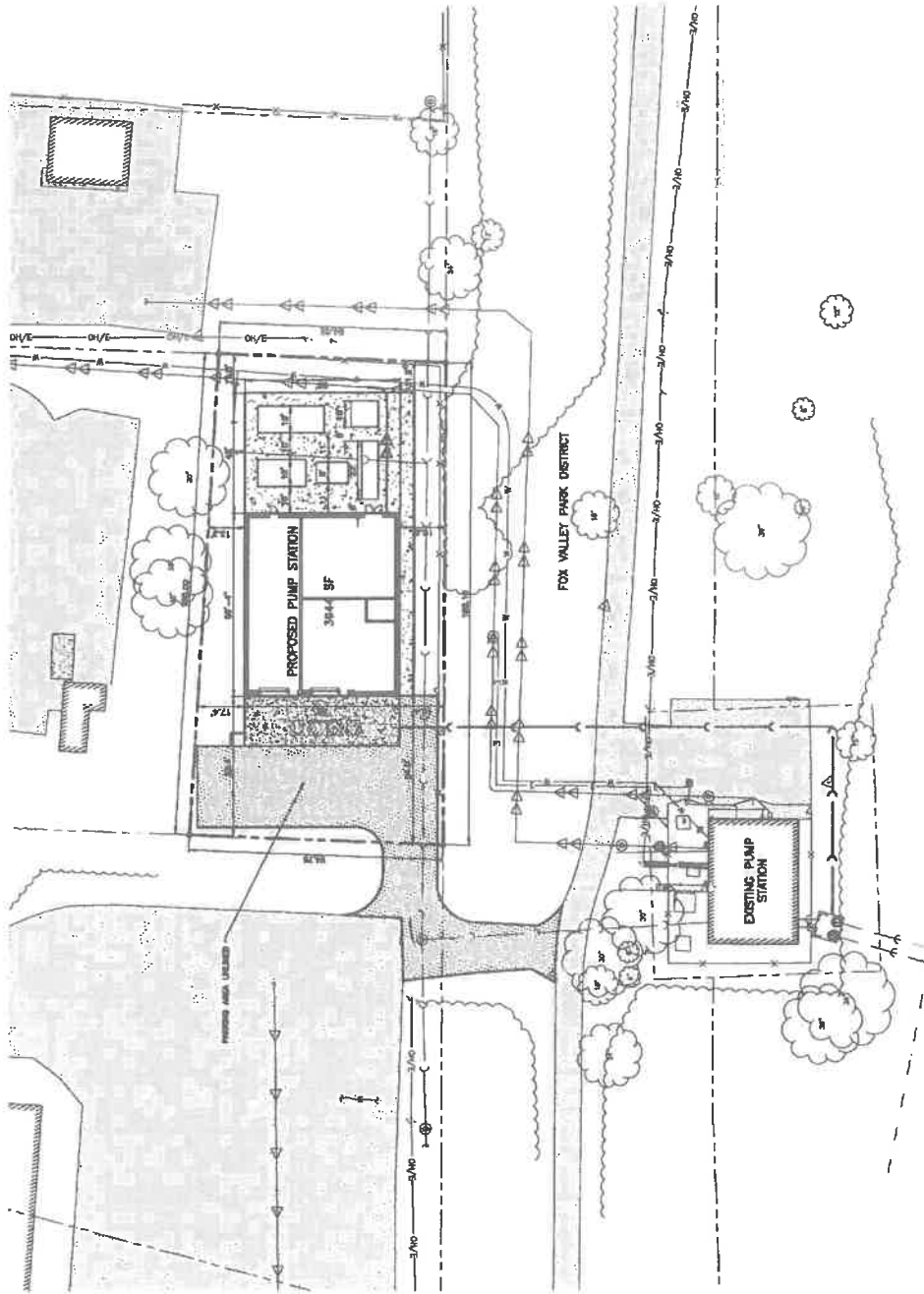
Legend

- North Aurora Pump Station Service Area
- Reckinger Road Pump Station Service Area

Reckinger Road/North Aurora Pump Station Service Areas



SCALE IN FEET
0 10 20 30 40 50 60



1. PRELIMINARY
2. DESIGN
3. PERMITTING
4. CONSTRUCTION

DATE: 11/11/11
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

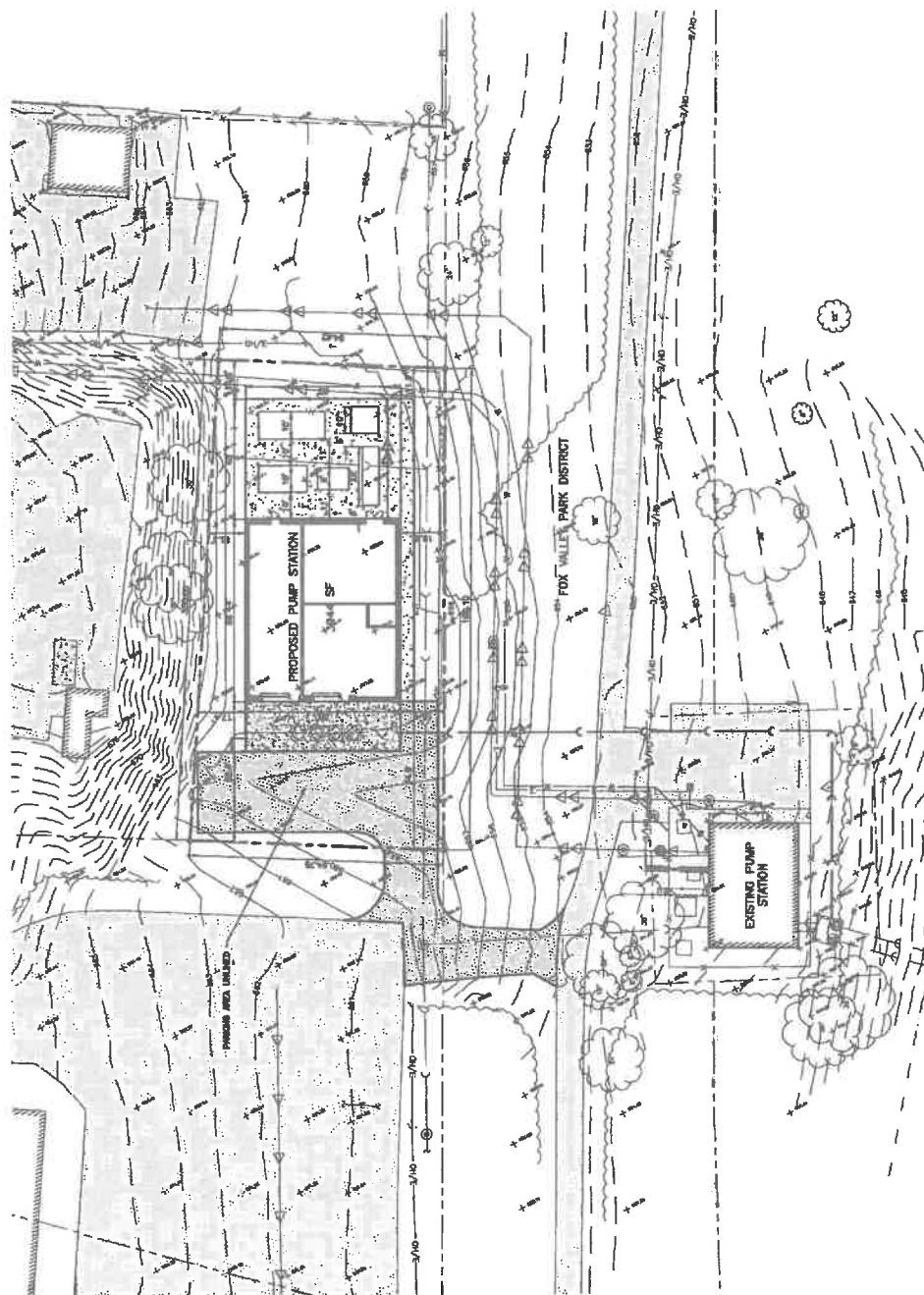
PROJECT: FOX VALLEY PARK DISTRICT
SHEET: 1 OF 1
SCALE: 1" = 10' (PLAN)
SCALE: 1" = 20' (SECTION)

FOX METRO WATER RECLAMATION DISTRICT
NORTH AURORA PUMP STATION
PRELIMINARY SITE PLAN

1
1
1



SCALE IN FEET
0 10 20 30 40 50



FOX METRO WATER RECLAMATION DISTRICT
NORTH AURORA PUMP STATION
PRELIMINARY SITE PLAN

DATE	10-18-11	DESIGNER	MR. J. A. HARRIS
SCALE	1" = 10'	DATE	MR. J. A. HARRIS
BY	MR. J. A. HARRIS	CHECKED	MR. J. A. HARRIS
FOR THE DISTRICT	111-10000-01	APPROVED	MR. J. A. HARRIS

NO. 111-10000-01
111-10000-01
111-10000-01

111-10000-01
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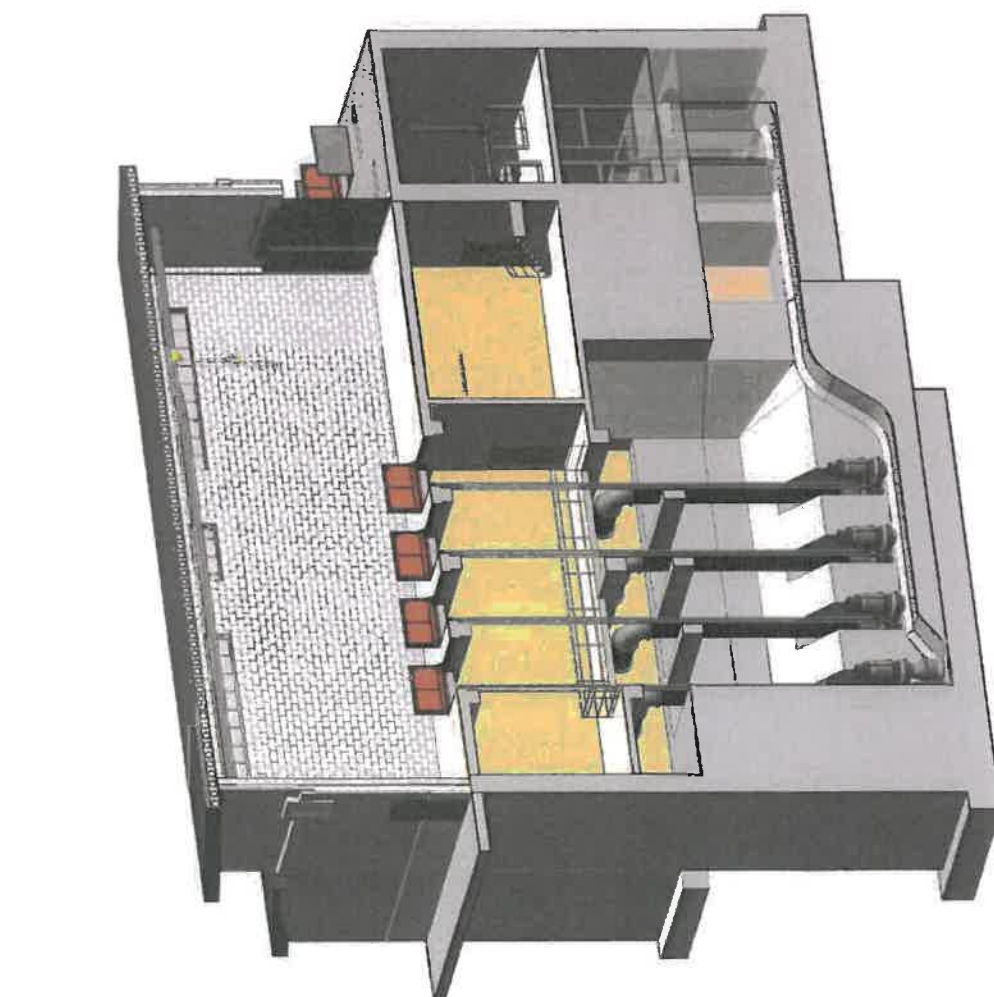
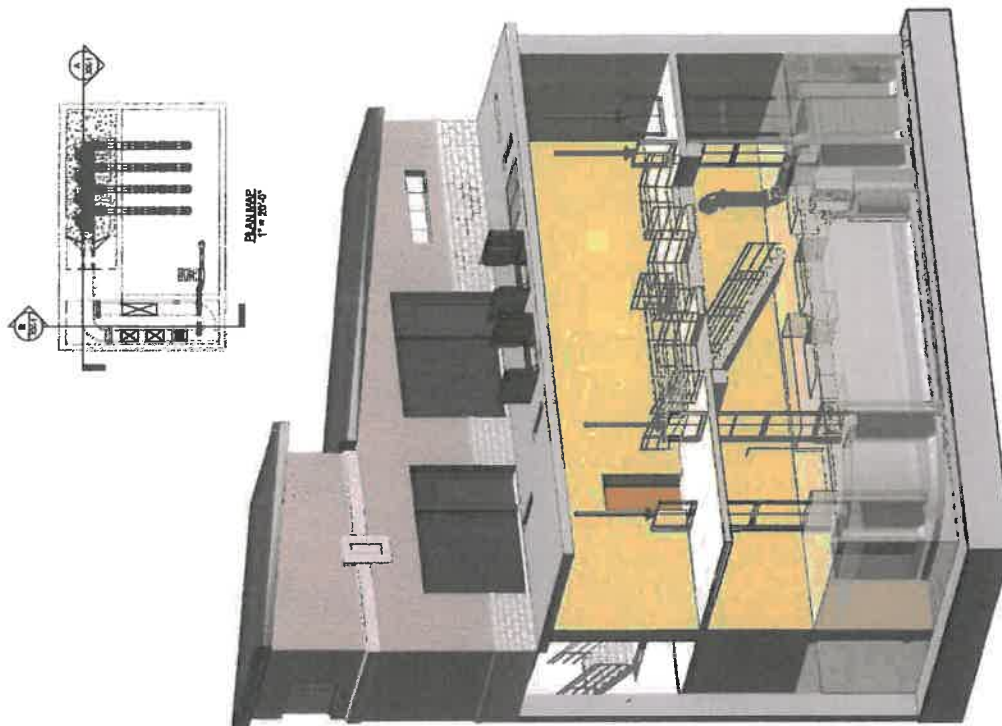
1 SOUTH ELEVATION
48'-10"

2 EAST ELEVATION
100' x 100'

3 NORTH ELEVATION
2.5" = 1'-0"

4 WEST ELEVATION

[illegible]





CORDOGAN CLARK & ASSOCIATES INC.
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



CORDOGAN CLARK & ASSOCIATES INC.
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



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PERSPECTIVE VIEW

NORTH AURORA PUMP STATION

FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



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PERSPECTIVE VIEW

NORTH AURORA PUMP STATION
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



CORDOGAN CLARK & ASSOCIATES INC.
ARCHITECTS • ENGINEERS

PERSPECTIVE VIEW

NORTH AURORA PUMP STATION
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



CORDOGAN CLARK & ASSOCIATES INC.
ARCHITECTS • ENGINEERS

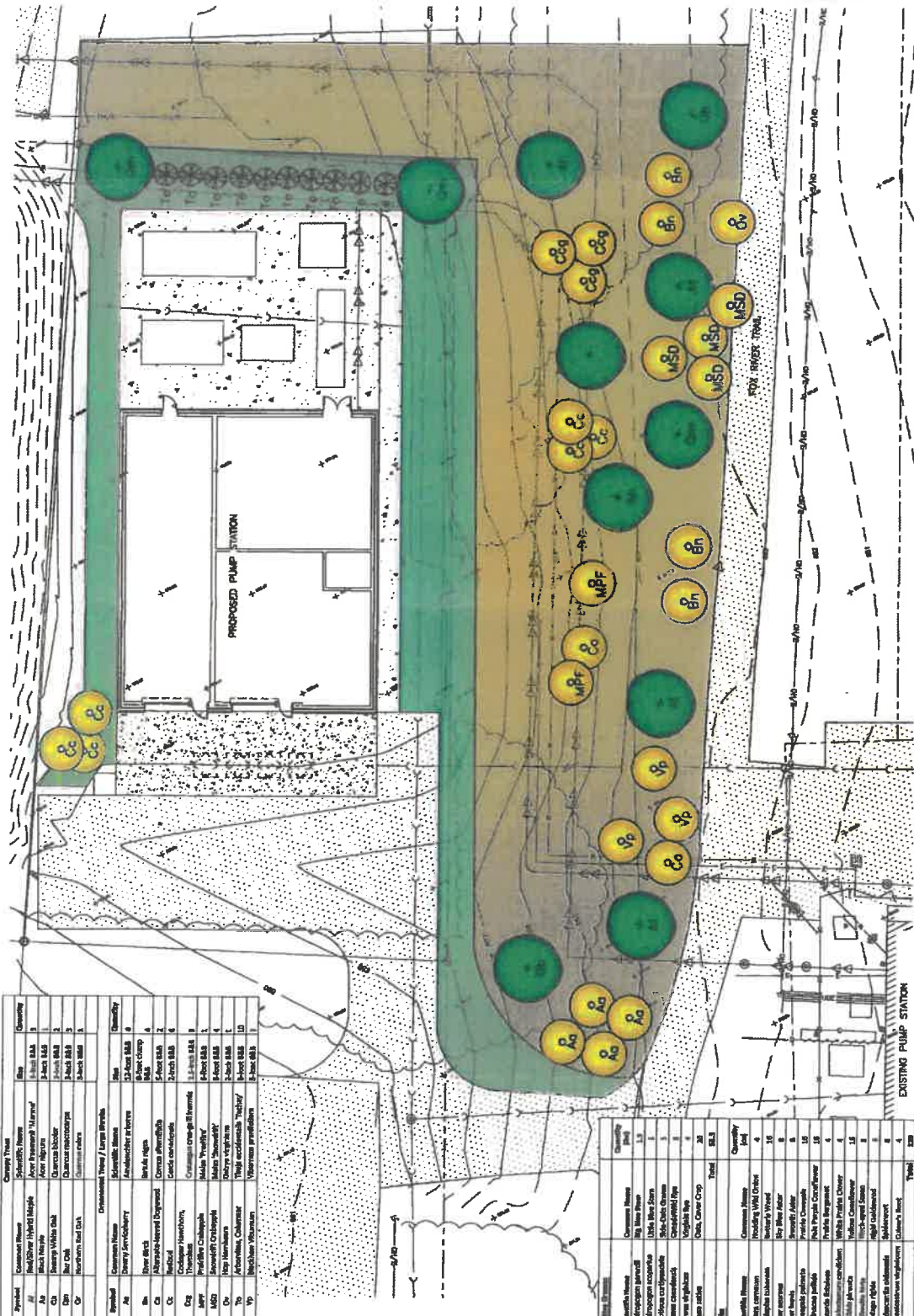
PERSPECTIVE VIEW

NORTH AURORA PUMP STATION
FOX METRO WATER RECLAMATION DISTRICT

JANUARY 2020



SCALE: 1" = 10'



Symbol	Quantity	Plant Name	Quantity
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3	3	3	3
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FOX METRO WATER RECLAMATION DISTRICT
NORTH AURORA PUMP STATION
LANDSCAPING PLAN

DATE: 12/11/14	BY: J. B. BROWN	SCALE: 1" = 10'
PROJECT: FOX METRO WATER RECLAMATION DISTRICT	LOCATION: NORTH AURORA PUMP STATION	DATE: 12/11/14
DESIGNER: J. B. BROWN	CHECKER: J. B. BROWN	DATE: 12/11/14
APPROVER: J. B. BROWN	DATE: 12/11/14	



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WITHOUT PERMISSION IN
WRITING FROM DAUGHLER
LANDSCAPE ARCHITECTS
P.O. BOX 1000
AURORA, IL 60009
TEL: 630-420-0000
FAX: 630-420-0001

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. 20-04-06-01

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 8 OF
THE NORTH AURORA ZONING ORDINANCE TO ALLOW A UTILITY AT 151 S.
LINCOLNWAY IN THE B-3 CENTRAL BUSINESS DISTRICT, VILLAGE OF NORTH
AURORA, ILLINOIS**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this 6 day of April, 2020

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this 6 day of April, 2020
by [Signature].

Signed [Signature: Dale Berner]

VILLAGE OF NORTH AURORA

ORDINANCE NO. 20-04-06-01

**AN ORDINANCE GRANTING A SPECIAL USE PURSUANT TO TITLE 17, CHAPTER 8 OF
THE NORTH AURORA ZONING ORDINANCE TO ALLOW A UTILITY AT 151 S.
LINCOLNWAY IN THE B-3 CENTRAL BUSINESS DISTRICT, VILLAGE OF NORTH
AURORA, ILLINOIS**

(Petition #20-03; 151 S. Lincolnway)

WHEREAS, the President and Board of Trustees of the Village of North Aurora have heretofore adopted the North Aurora Zoning Ordinance, otherwise known as Title 17 of the Code of North Aurora, Illinois; and,

WHEREAS, the Subject Property as defined below is zoned B-3 – Central Business District; and,

WHEREAS, an application has been filed requesting approval of a special use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow a Utility; and

WHEREAS, a public hearing on the forgoing application was conducted by the Village of North Aurora Plan Commission on March 3, 2020 pursuant to appropriate and legal notice; and,

WHEREAS, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the site plan and special use described herein; and,

WHEREAS, the President and Board of Trustees determine that the findings and recommendations of the Plan Commission are reasonable and appropriate and that the approval of the requested special use for the Subject Property is consistent with the criteria for special uses and is in the best interests of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals set forth above are incorporated in this Ordinance as material finding of the President and the Board of Trustees.

SECTION 2: That a special use for a Utility is hereby granted for the Subject Property, subject to the limitations in Section 3 below.

SECTION 3: That this Ordinance is limited and restricted to the property located at 151 S. Lincolnway, North Aurora, Illinois and legally described as follows:

VILLAGE OF NORTH AURORA

THAT PART OF LOTS 2 AND 3 IN GRAHAM'S SUBDIVISION OF SAMUEL GRAHAM'S ADDITION TO THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 2 (BEING ON THE EXISTING EASTERLY LINE OF ILLINOIS ROUTE NO. 31); THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 290.0 FEET FOR THE POINT OF BEGINNING, THENCE NORTHERLY, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 180.57 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY, ALONG SAID NORTHERLY LINE, 82.19 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 3; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 3 AND LOT 2, A DISTANCE OF 181.09 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY, ALONG SAID SOUTH LINE OF LOT 2, A DISTANCE OF 93.62 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Parcel Number: 15-04-426-022; (the "Subject Property")

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 06 day of April, 2020, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 06 day of April, 2020, A.D.

Mark Carroll yea

Laura Curtis yea

Mark Gaffino yea

Mark Guethle yea

Michael Lowery yea

Tao Martinez yea

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 06 day of April, 2020, A.D.


Dale Berman, Village President

ATTEST:


Lori Murray, Village Clerk

ORDINANCE NO.

**ORDINANCE APPROVING UPDATED SITE PLANS
FOR THE PROPERTY LOCATED AT 151 S. LINCOLNWAY
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the North Aurora Plan Commission previously reviewed the site plans for the property located at 151 S. Lincolnway (hereinafter the “Property”) pursuant to the application filed by the Fox Metro Water Reclamation District for special use and site plan approval (hereinafter the “Applicant”) for the Property; and

WHEREAS, the North Aurora Plan Commission previously considered the site plans for the Property in light of the general standards and specific standards for site plan review set forth in Title 17 (Zoning), Chapter 4, Section 4.4 (Site Plan Review), Subsection A and Subsection D of the North Aurora Code; and

WHEREAS, the North Aurora Plan Commission previously made a formal recommendation of approval of the site plans and a special use for the property located at 151 S. Lincolnway (hereinafter the “Property”) pursuant to the application filed by the Fox Metro Water Reclamation District (hereinafter the “Applicant”) at their March 3, 2020 meeting; and

WHEREAS, on April 6, 2020 the North Aurora Village Board approved Ordinance #20-04-06-01, granting special use and site plan approval; and

WHEREAS, the Applicant has elected to alter the site plans slightly and has submitted new site plans for review that include access from an access to the north, rather than an easement from the south, new building elevations and a change in the orientation of the building on the Property; and

WHEREAS, the President and Board of the Trustees of the Village North Aurora determine that approval of the new site plans is in harmony with the requirements of the North Aurora Code and in the best interests of Village.

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

Ordinance # _____

1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
2. The updated site plan and building elevation plans in the form attached hereto and incorporated herein by reference as Exhibit "A" are hereby approved.
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 _____, 2021, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

Mark Carroll	_____	Laura Curtis	_____
Mark Guethle	_____	Michael Lowery	_____
Todd Niedzwiedz	_____	Carolyn Salazar	_____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2021, A.D.

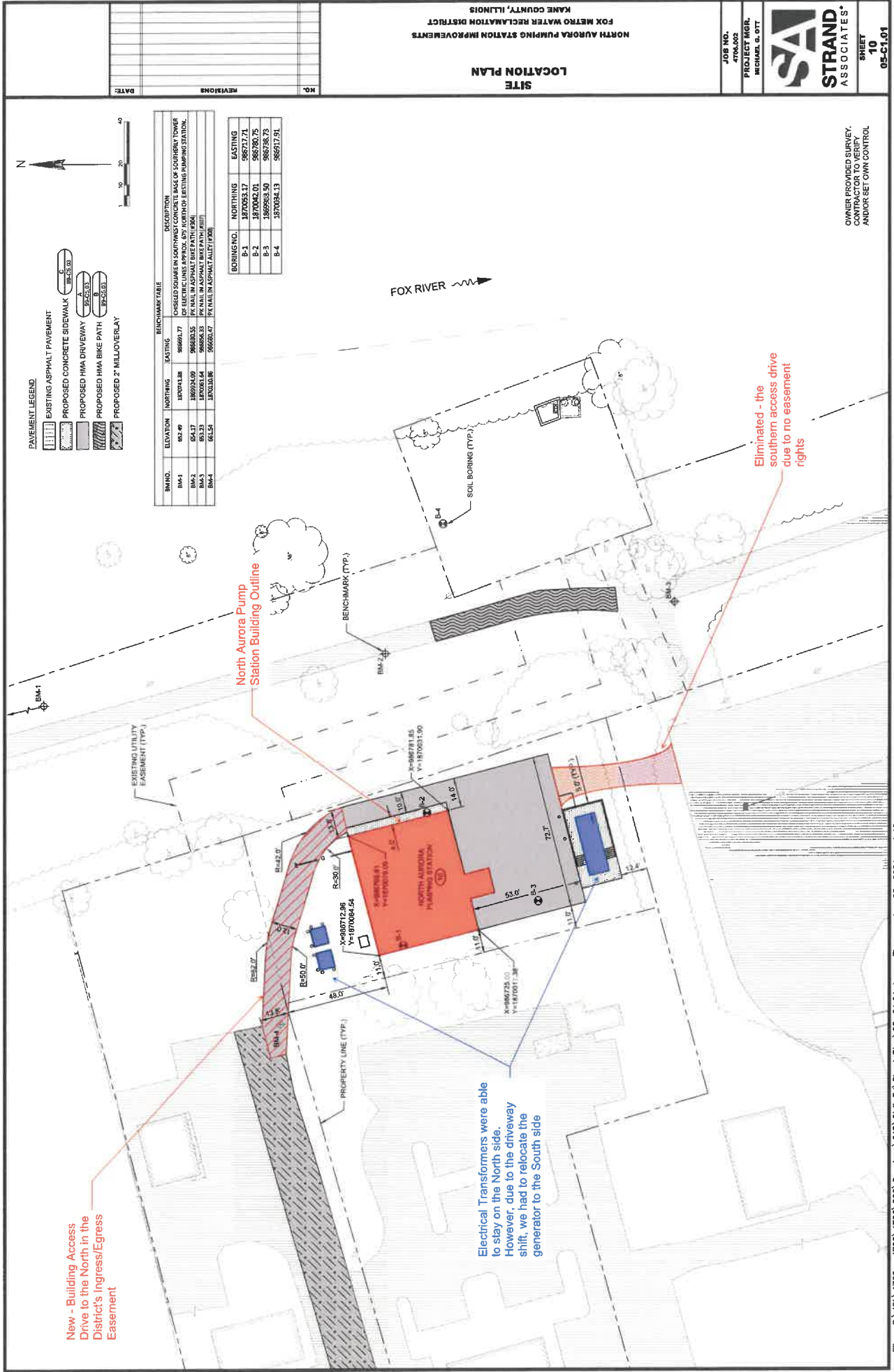
Mark Gaffino, Village President

ATTEST:

Jessi Watkins, Village Clerk

Ordinance # _____

EXHIBIT "A"
UPDATED SITE PLANS



FOX METRO WATER RECLAMATION DISTRICT
KANE COUNTY, ILLINOIS

SITE LOCATION PLAN

JOB NO.
4796.002
PROJECT MGR.
MICHAEL G. OTT

STRAND ASSOCIATES*

SHEET
10
05-C1.01

OWNER PROVIDED SURVEY.
OWNER'S RESPONSIBILITY TO
OBTAIN SET OWN CONTROL



Vondewille & Associates
1901 Fox River Trail
Aurora, IL 60015
(708) 335-5899
www.vondewille.com

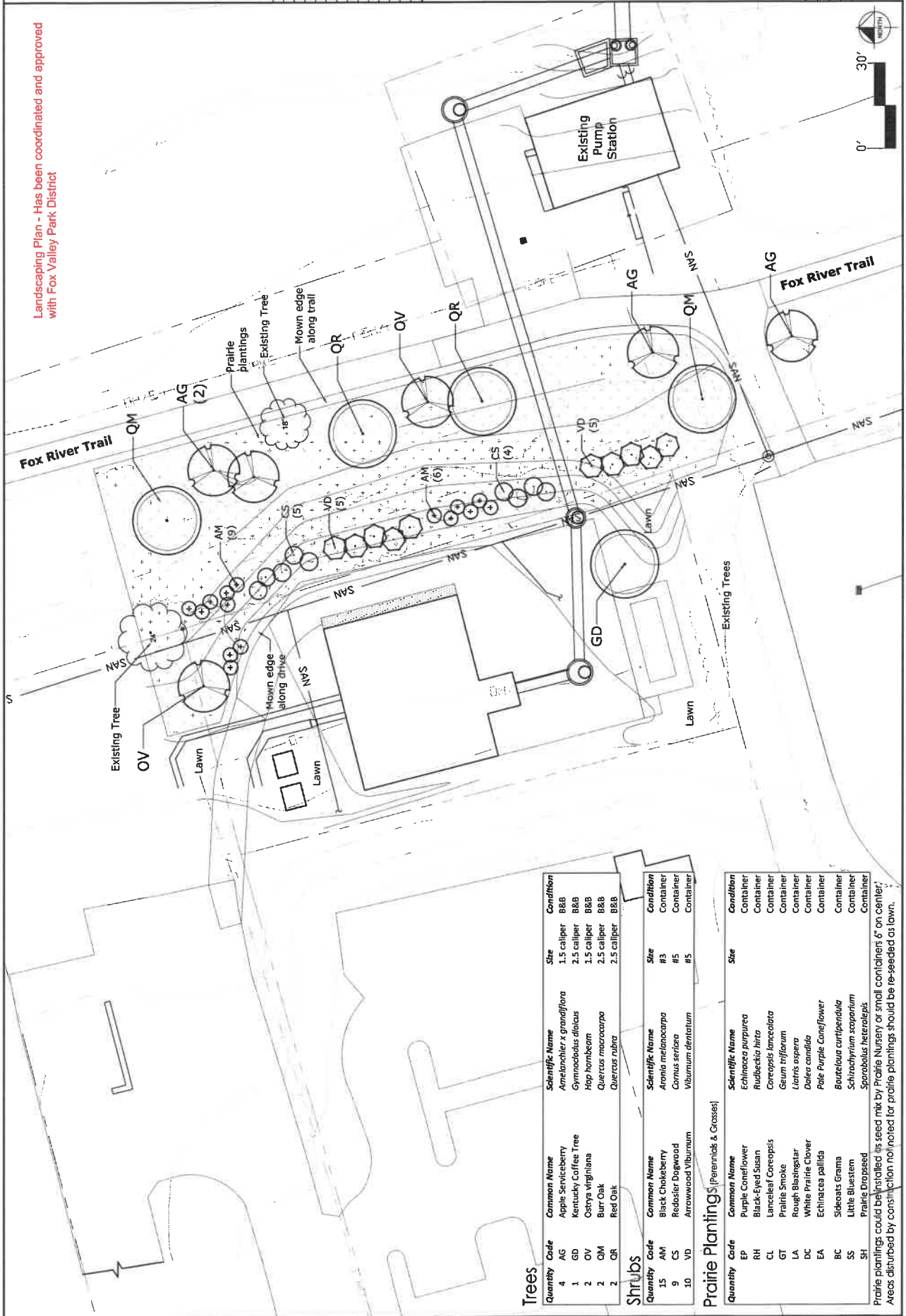
REVISIONS

SITE LANDSCAPING PLAN
NORTH AURORA PUMPING STATION IMPROVEMENTS
FOX METRO WATER RECLAMATION DISTRICT
KANE COUNTY, IL

SCALE: 1"=30'
DATE: 8/14/2021
DRAWN BY: BB

Sheet 14
05 - L.1

Landscaping Plan - Has been coordinated and approved
with Fox Valley Park District



Trees

Quantity	Code	Common Name	Scientific Name	Size	Condition
4	AG	Apple Serviceberry	Amelanchier x grandiflora	1.5 caliper	B&B
1	GD	Kentucky Coffee Tree	Gymnocladus dioica	2.5 caliper	B&B
2	OV	Ostrya Virginiana	Hop hornbeam	1.5 caliper	B&B
2	QM	Burr Oak	Quercus macrocarpa	2.5 caliper	B&B
2	QR	Red Oak	Quercus rubra	2.5 caliper	B&B

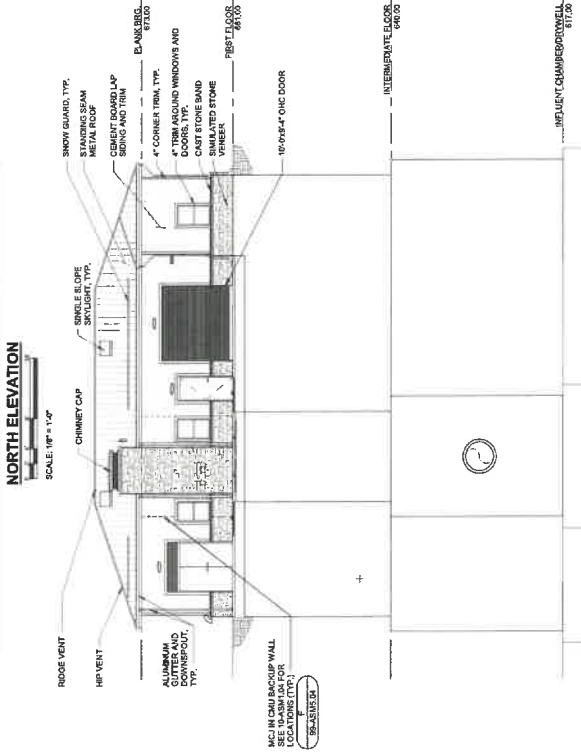
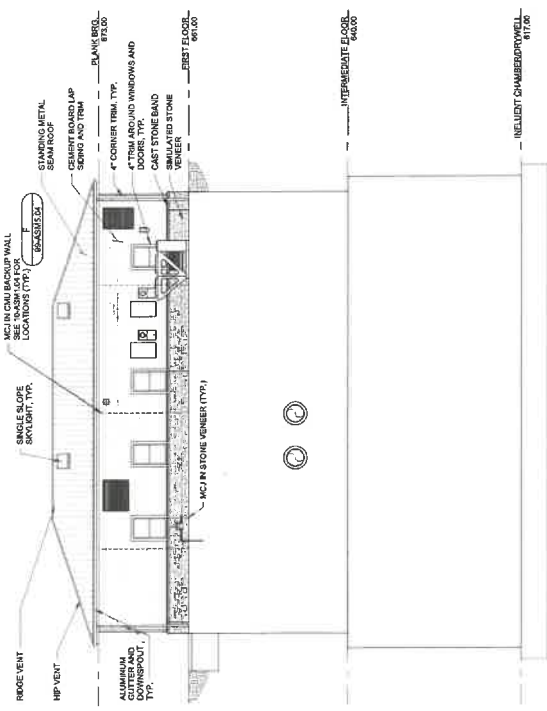
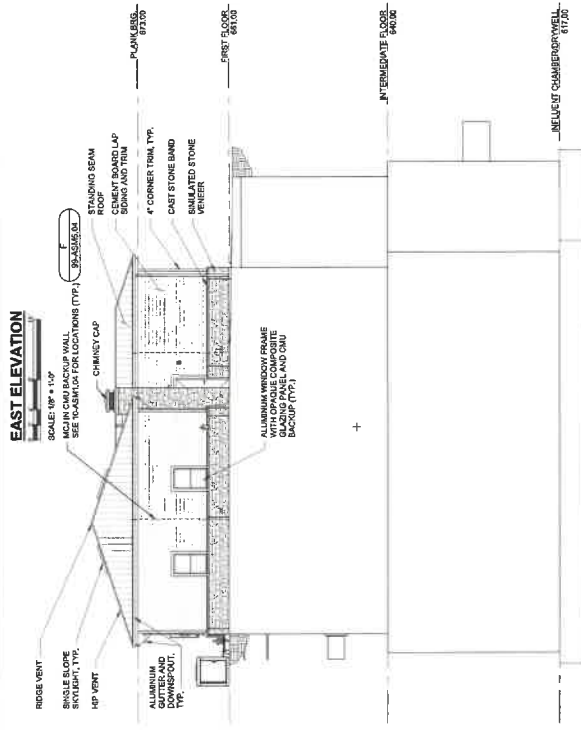
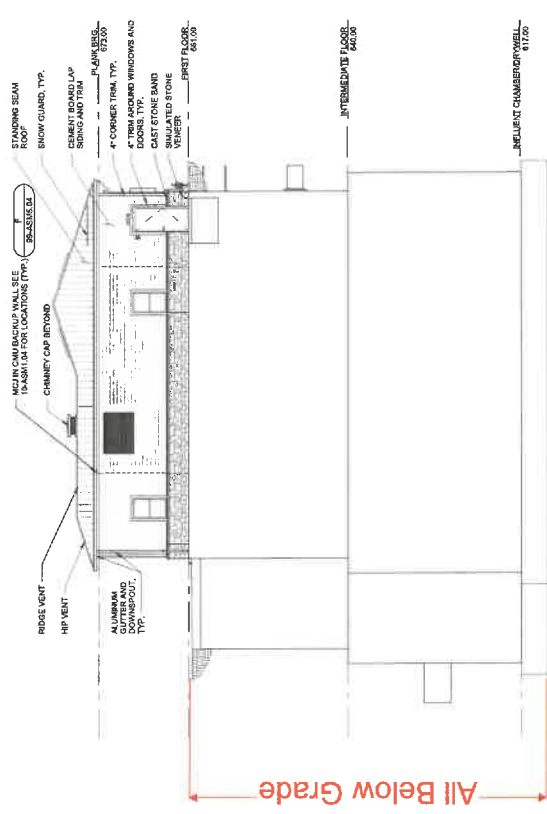
Shrubs

Quantity	Code	Common Name	Scientific Name	Size	Condition
15	AM	Black Chokeberry	Aronia melanocarpa	#3	Container
9	CS	Redosier Dogwood	Cornus sericea	#5	Container
10	VD	Arrowwood Viburnum	Viburnum dentatum	#5	Container

Prairie Plantings (Perennials & Grasses)

Quantity	Code	Common Name	Scientific Name	Size	Condition
	EP	Purple Coneflower	Echinacea purpurea		Container
	RH	Black-eyed Susan	Rudbeckia hirta		Container
	CL	Lanceleaf Coreopsis	Coreopsis lanceolata		Container
	GT	Prairie Smoke	Geum triflorum		Container
	LA	Rough Blazingstar	Liatris aspera		Container
	DC	White Prairie Clover	Dalea candida		Container
	EA	Echinacea pallida	Pale Purple Coneflower		Container
	BC	Sideoats Grama	Bouteloua curtipendula		Container
	SS	Little Bluestem	Schizachyrium scoparium		Container
	SH	Prairie Dropseed	Sporobolus heterolepis		Container

Prairie plantings could be installed as seed mix by Prairie Nursery or small containers 6" on center.
Areas disturbed by construction not noted for prairie plantings should be re-seeded as lawn.

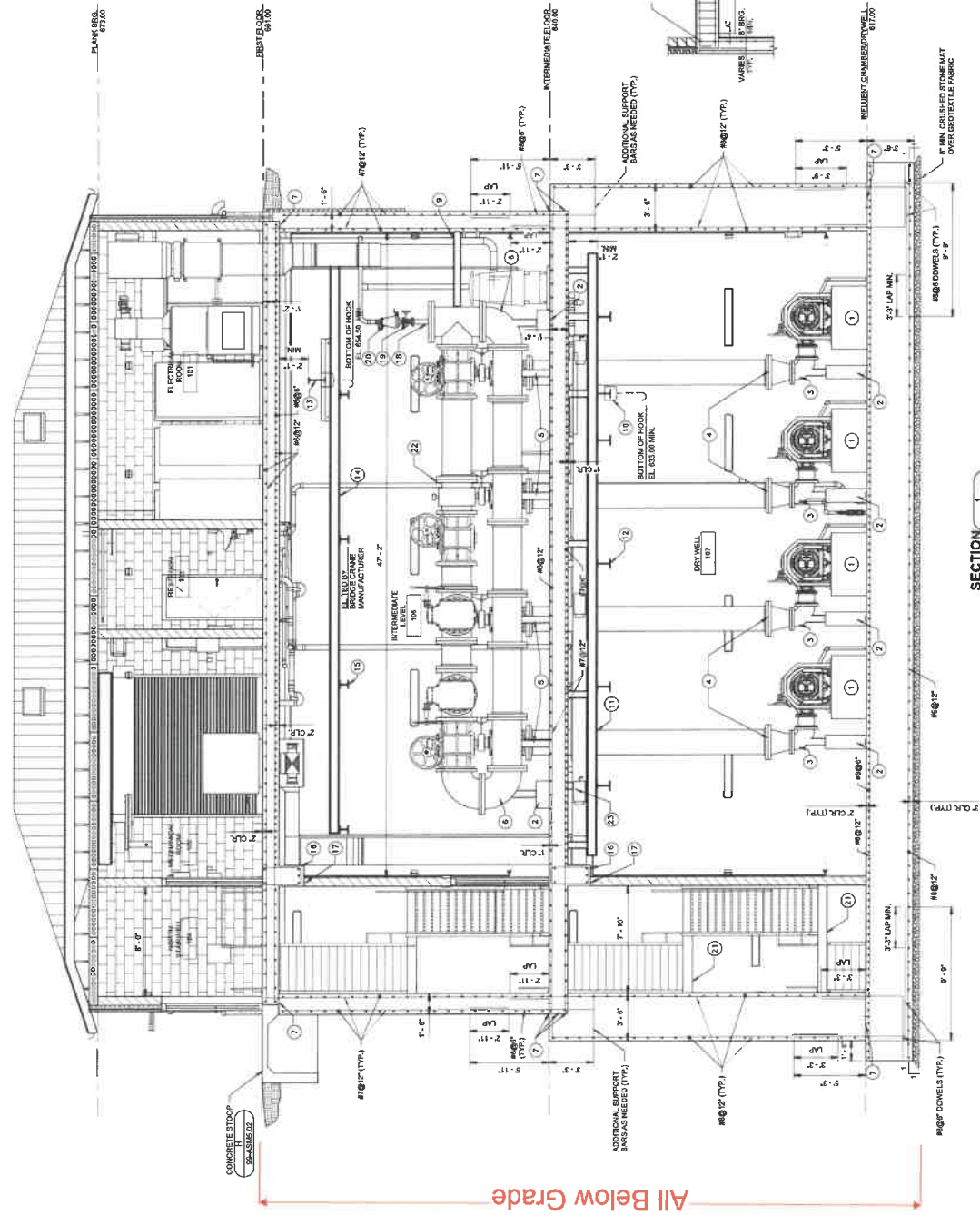


BEAM SCHEDULE					
BEAM DESIGNATION	HEIGHT	WIDTH	TYP. REIN.		CLOSED STEELUPS
	h	b	A	B	D
03-B-1	36"	18"	3-#8	2-#8	#4@12"

NOTES:

1. SEE DETAIL 403-ANNO.55 FOR CONCRETE BEAM DETAILS.

1	CONCRETE PUMP AND SEE DETAIL W-34 W-35 W-36 W-37
2	PROVIDE CONCRETE BASE UNDER FLOW PIPE W-38 W-39
3	PROVIDE 12 INCH BASE BEND. W-40
4	PROVIDE 12 INCH X 20 INCH INCREASER. PROVIDE PIPE SUPPORTS. SEE DETAILS. W-41 W-42
5	PROVIDE 12 INCH BASE BEND. W-43
6	ROUGHENED CONNECTION JOINT WITH 4" PVC WATERSTOP. W-44
7	ROUGHENED CONNECTION JOINT WITH HYDROPHOBIC WATERSTOP. W-45
8	WALL BEND. SEE DETAIL W-46 W-47
9	UNDER RUNNING BRIDGE BEAM AND TROLLEY #1 BRIDGE CRANE MANUFACTURER. W-48 W-49
10	3 TON BRIDGE CRANE RUNWAY BEAM BY BRIDGE CRANE MANUFACTURER AND MOUNTED TO CEILING. W-50 W-51
11	3 TON CAPACITY PER TRACK BY BRIDGE CRANE MANUFACTURER. W-52
12	TOP RUNNING BRIDGE BEAM AND TROLLEY BY BRIDGE CRANE MANUFACTURER. W-53 W-54
13	1 TON BRIDGE CRANE RUNWAY BEAM BY BRIDGE CRANE MANUFACTURER AND MOUNTED TO THE WALL. W-55 W-56
14	WALL MOUNTED RUNWAY BEAM SUPPORTS @ 10'-0" TYP. W-57 W-58
15	CONCRETE BASE CRAN. SEE SCHEDULE W-59 W-60
16	NON-BEARING CMU WALL AT STAIRWELL. PROVIDE 4" INCH FLANGE WITH 3" TREADS CORNER AND 4" INCH BOUND 331 IPSEL. W-61 W-62
17	3-INCH STIFF PLUG VALVE. W-63
18	SANIT SEAL COMBINATION AIR VALVE AS SPECIFIED. W-64
19	CONCRETE 5' TALL LANDING (TYP.) W-65 W-66
20	MAGNETIC 5' TALL LANDING. TYP. OF 6. W-67
21	SPUR TRACK SUPPORTS. TYP. OF 6. W-68
22	SEE W-69



SECTION

10-0581.01

SCALE: 1/4" = 1'-0"

**NORTH AURORA PUMPING STATION IMPROVEMENTS
FOX METRO WATER RECLAMATION DISTRICT
KANE COUNTY, ILLINOIS**

4708.0021

F



10-ASM3
87

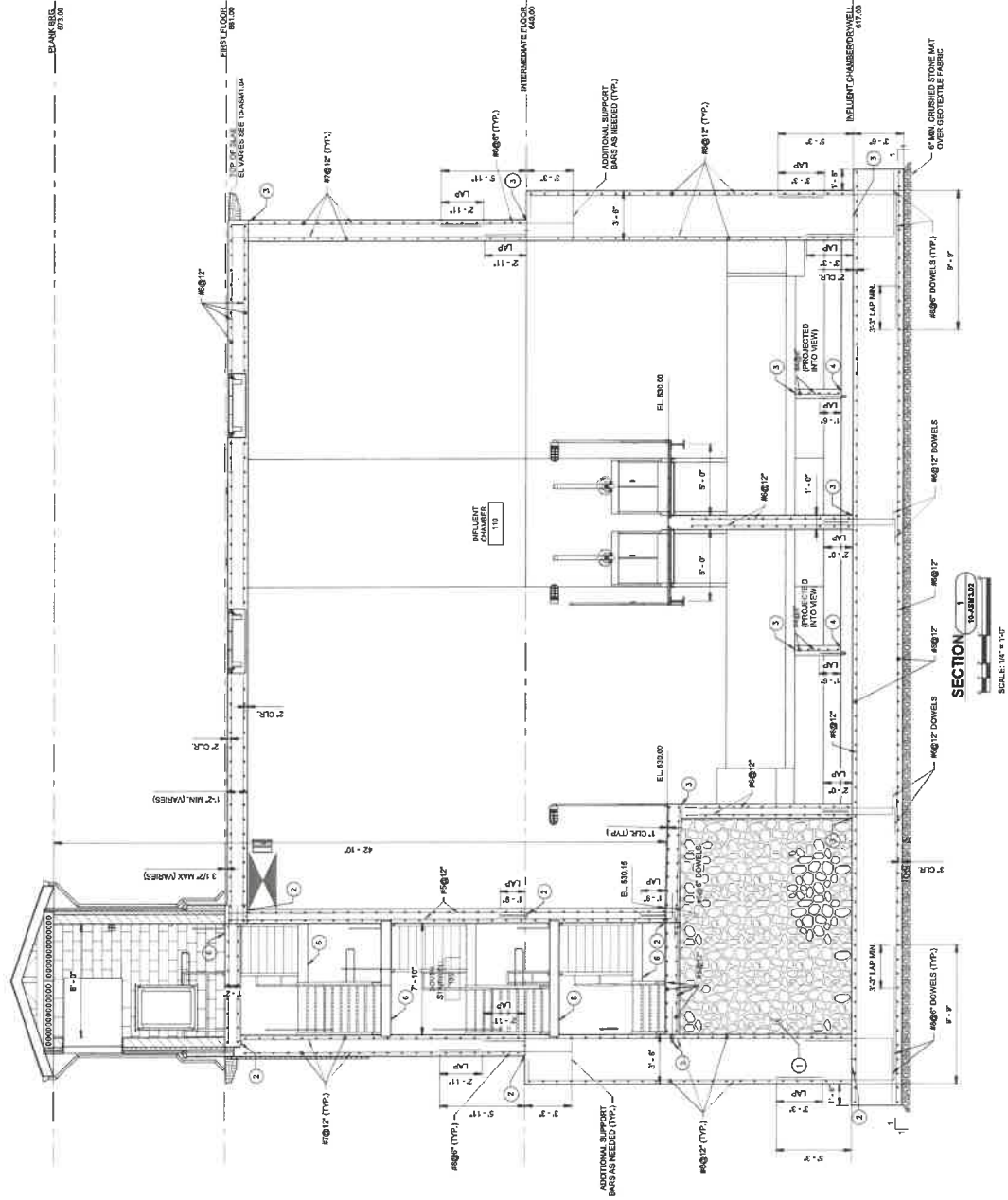
1

1. SEE DRAWING 10-ASM1.01 FOR GENERAL NOTES.

① CRUSHED STONE FILL

- 1 CRUSHED STONE FILL
- 2 ROUGHENED CONSTRUCTION JOINT WITH 4" PVC WATERSTOP
- 3 ROUGHENED CONSTRUCTION JOINT WITH HYDROPHILIC WATERSTOP
- 4 ROUGHEN EXISTING SURFACE TO 1/4" AMPLITUDE. PROVIDE #408 ADHESIVE ANCHOR DOVEILS EMBED 4" PROVIDE HYDROPHILIC WATERSTOP.
- 5 ROUGHEN EXISTING SURFACE TO 1/4" AMPLITUDE. PROVIDE #408 1" ADHESIVE ANCHOR DOVEILS EMBED 5" PROVIDE 4" PVC WATERSTOP.
- 6 CONCRETE STAIRLANDING (SIL) (90-ASBMS 04)

CONCRETE WITH ANTI-MICROBIAL CRYSTALLINE WATERPROOFING



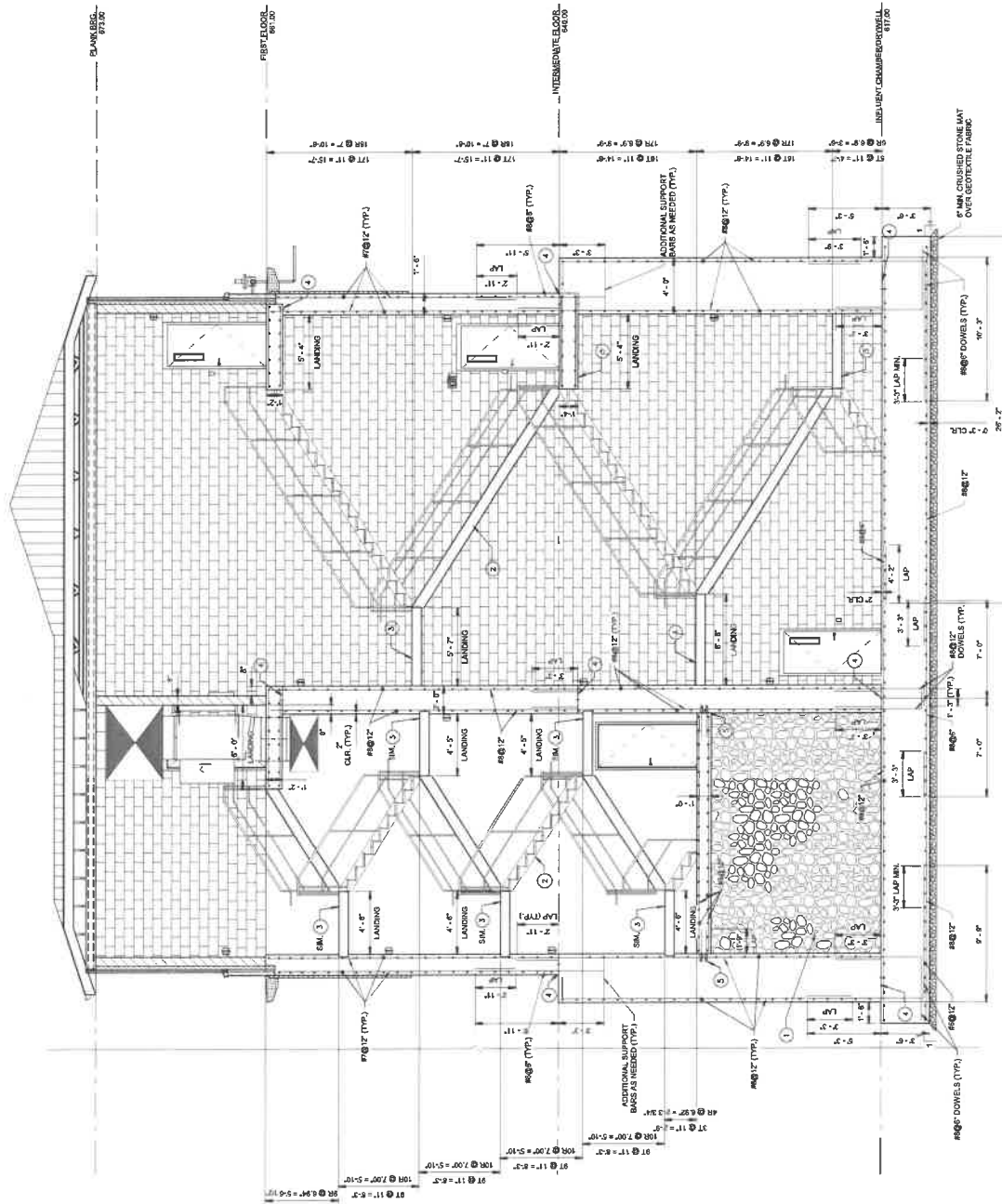
SECTION 1
10-ASM-1.02

SCALE: 1/4" = 1'-0"

GENERAL NOTES:
1. SEE DRAWINGS 10-ASM-01 FOR GENERAL NOTES.

- KEY NOTES:
- 1 CRUSHED STONE FILL
 - 2 SOLID TREAD ALUMINUM STAIRS
 - 3 CONCRETE STAIR LANDING (TYP.)
 - 4 ROUGHENED CONSTRUCTION JOINT WITH 4" PVC WATERSTOP
 - 5 ROUGHEN EXISTING SURFACE TO 1/4" AMPITUDE. PROVIDE #5 @ 12" ADHESIVE ANCHOR DOWELS EMBED 6" PROVIDE 4" PVC WATERSTOP.

LEGEND:
☐ CONCRETE WITH ANTI-MICROBIAL CRYSTALLINE WATERPROOFING ADJUTIVE.



SECTION 1
10-ASM-03
SCALE 1/4" = 1'-0"

NORTH AURORA PUMPING STATION
BUILDING SECTIONS - 3
FOX METRO WATER RECLAMATION DISTRICT
KANE COUNTY, ILLINOIS

JOB NO.
4705.002
PROJECT MGR.
MICHAEL G. OTT



SHEET
29
10-ASM3.03

30
10-ASM3.

GENERAL NOTES:



INTEROFFICE MEMORANDUM

TO: VILLAGE MARK GAFFINO AND NORTH AURORA BOARD OF TRUSTEES
FROM: DAVID C. FISHER, CHIEF OF POLICE
SUBJECT: AUTHORIZATION TO PURCHASE EMERGENCY EQUIPMENT AND INSTALLATION
DATE: JULY 19, 2021
CC: STEVEN BOSCO, VILLAGE ADMINISTRATOR

Issue

Staff is seeking the authorization to purchase emergency lighting equipment for new police patrol/utility vehicles.

Discussion

Four police patrol/utility vehicles have been purchased for the police department. All vehicles need to have emergency lighting equipment purchased and installed in/on them. A total of three quotes have been obtained for the equipment and installation. Miner Electronics Corp. is a licensed installer and dealer of equipment used on the department vehicles. Miner is a specialized installer of police equipment and has been used by this department for the past several years. Miner's cost of equipment and installation came in as the lowest quote of the three. The total cost of emergency equipment, such as lights, sirens, consoles, etc., and the install on all vehicles by Miner Corp. is \$42,606.00. Gall's quote came in at \$47,258.00. Fleet Safety's quote came in at \$52,541.80. The install from Miner also includes items not being purchased through Miner that the department already has in current squads, such as gun locks, radar and video cameras.

Conclusion

Staff recommends the authorization to purchase emergency lighting equipment for four police patrol/utility vehicles and installed from Miner Electronics Corp. in the amount of \$42,606.00. This includes all equipment, installation and warranties on the equipment and installation.

Item	Part Number	QTY	Miner Electronics	Miner Elec Total		Fleet Safety	Fleet Safety Total		Galls	Galls Total
Whelen Liberty II 48" Light bar	IX8BRBR	3	\$1,885.00	\$5,655.00		\$3,081.00	\$9,243.00		\$1,995.00	\$5,985.00
Whelen Speaker and bracket	SAK44	3	\$269.00	\$807.00		\$300.00	\$900.00		\$300.00	\$900.00
Whelen Microns R/B	MCRNT-J	6	\$570.00	\$3,420.00		\$585.00	\$3,510.00		\$580.00	\$3,480.00
Whelen Dominators R/B	DP2RB	6	\$249.00	\$1,494.00		\$280.00	\$1,680.00		\$280.00	\$1,680.00
Whelen Outer Edge R/B OELS34	OE34UR6	3	\$765.00	\$2,295.00		\$795.00	\$2,385.00		\$795.00	\$2,385.00
Whelen Siren / Light Controller	295SLSA6	3	\$504.00	\$1,512.00		\$515.00	\$1,545.00		\$504.00	\$1,512.00
Havis Center Console W/ch, AR AND FP_	C-VS-2400-INUT	3	\$533.00	\$1,599.00		\$598.95	\$1,796.85		\$545.00	\$1,635.00
Havis Equipment Tray (cargo area)	C-TTP-INUT-2	3	\$916.00	\$2,748.00		\$929.95	\$2,789.85		\$935.00	\$2,805.00
Havis Side Post and Swing ARM		3	\$391.00	\$1,173.00		\$420.90	\$1,262.70		\$445.00	\$1,335.00
Pro-Guard Pro Cell single prisoner 17PIUT	17PIUT	3	\$1,879.00	\$5,637.00		\$2,065.00	\$6,195.00		\$2,005.00	\$6,015.00
Whelen Outeredge		3	\$765.00	\$2,295.00		\$765.00	\$2,295.00		\$780.00	\$2,340.00
Whelen Tail Flasher		3	\$70.00	\$210.00		\$70.00	\$210.00		\$70.00	\$210.00
NOVA Preemption	MDASHCPE	3	\$237.00	\$711.00		Added to Install cost	\$0.00		Added to Install cost	\$0.00
Secure Idle		3	\$198.00	\$594.00		\$198.00	\$594.00		\$198.00	\$594.00
Antenna Kit	Explorer	3	\$49.00	\$147.00		\$67.90	\$203.70		\$72.00	\$216.00
Power Distribution Board		3	\$375.00	\$1,125.00		\$375.00	\$1,125.00		\$375.00	\$1,125.00
Installation Supplies Explorer		3	\$129.00	\$387.00		\$199.00	\$597.00		\$199.00	\$597.00
TOTAL BEFORE INSTALL			\$9,784.00	\$31,809.00		\$11,245.70	\$36,332.10		\$10,078.00	\$32,814.00
Installation Explorer		1	\$1,500.00	\$1,500.00		\$2,073.00	\$2,073.00		\$2,073.00	\$2,073.00

GRAND TOTAL

\$33,309.00

\$38,405.10

\$34,887.00

Item	Part Number	QTY	Miner Electronics	Miner Elec Total		Fleet Safety	Fleet Safety Total		Galls	Galls Total
Whelen Liberty II 48" Light bar	IX8BRBR	1	\$1,885.00	\$1,885.00		\$3,081.00	\$3,081.00		\$1,995.00	\$1,995.00
Whelen Speaker and bracket	SAK44	1	\$249.00	\$249.00		\$300.00	\$900.00		\$300.00	\$300.00
Whelen Microns R/B	MCRNT-J	4	\$95.00	\$380.00		\$585.00	\$2,340.00		\$580.00	\$2,320.00
Code 3 Tracer - Running board lights		1	\$650.00	\$650.00		\$1,528.00	\$1,528.00		\$1,500.00	\$1,500.00
Whelen Ions (split r/b - rear doors)		2	\$105.00	\$210.00		\$130.00	\$260.00		\$130.00	\$260.00
Whelen Siren / Light Controller	295SLSA6	1	\$504.00	\$504.00		\$515.00	\$515.00		\$504.00	\$504.00
Havis Center Console W/ch, AR AND FP_	C-VS-2400-INUT	1	\$833.00	\$833.00		\$598.95	\$598.95		\$545.00	\$545.00
Havis Equipment Tray (cargo area)	C-TTP-INUT-2	1	\$916.00	\$916.00		\$929.95	\$929.95		\$935.00	\$935.00
Havis Side Post and Swing ARM		1	\$352.00	\$352.00		\$420.90	\$420.90		\$445.00	\$445.00
Whelen Microns -plate light		2	\$95.00	\$190.00		\$110.00	\$220.00		\$110.00	\$220.00
Whelen Vertex		4	\$85.00	\$340.00		\$90.00	\$360.00		\$90.00	\$360.00
Whelen Tail Flasher		1	\$70.00	\$70.00		\$70.00	\$70.00		\$70.00	\$70.00
NOVA Preemption	MDASHCPE	1	\$237.00	\$237.00		Added to Install cost	\$0.00		Added to Install cost	\$0.00
Secure Idle		1	\$198.00	\$198.00		\$198.00	\$198.00		\$198.00	\$198.00
Antenna Kit	F150	1	\$69.00	\$69.00		\$67.90	\$67.90		\$72.00	\$72.00
Power Distribution Board		1	\$375.00	\$375.00		\$375.00	\$375.00		\$375.00	\$375.00
Install Supplies F150		1	\$139.00	\$139.00		\$199.00	\$199.00		\$199.00	\$199.00
TOTAL BEFORE INSTALL			\$6,857.00	\$7,597.00		\$9,198.70	\$12,063.70		\$8,048.00	\$10,298.00
Installation		1	\$1,700.00	\$1,700.00		\$2,073.00	\$2,073.00		\$2,073.00	\$2,073.00

GRAND TOTAL

\$9,297.00

\$14,136.70

\$12,371.00

**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: PURCHASE OF A NEW CODE ENFORCEMENT VEHICLE
AGENDA: JULY 19, 2021 REGULAR VILLAGE BOARD MEETING

ITEM

The purchase of a new Code Enforcement vehicle in the amount of \$24,590.00.

DISCUSSION

The Community Development Department is requesting the purchase of a new 2021 Ford Escape for use by the Code Enforcement Division. The vehicle is going to replace the 2009 Chevy Colorado currently in use and be used daily by the Code Enforcement Officer for essential duties. The amount budgeted in the FY 2021-2022 budget year for this vehicle is \$25,000 from the Vehicle and Equipment Fund.

Staff evaluated purchasing a new vehicle through the State Bid process, a Municipal Collaborative and solicited prices from a local vendor. The State bid process is a competitive bid process that solicits bids from vendors around the state for vehicles. The low bidder receives the contract from the State and local agencies are then offered the opportunity to purchase vehicles at the prices received by the State. Since the State contract is based on volume and the process is competitive, the prices are generally lower than those by a local dealership.

The quote received from National Auto Fleet group through the State bid was \$27,503.88.

Village staff reached out to the Suburban Purchasing Cooperative (SPC) and received a quote in the amount of \$24,590.00. This price of the vehicle is currently being held for the Village. Any delay on purchase will most likely result in higher cost and an unpredictable wait for the vehicle due to the shortage in computer chips.

Staff also reached out to a vendor in North Aurora who has not responded with a price quote.

Prepared for: , Village of North Aurora

2021 Escape 4dr AWD SE (U9G)

Price Level: 130



Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Date: 06/30/2021



Currie Commercial Center | 10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

Prepared for:

Village of North Aurora

Prepared by: THOMAS SULLIVAN

06/30/2021



Currie Commercial Center | 10125 W. Laramay Frankfort Illinois | 60423

2021 Escape 4dr AWD SE (U9G)

Price Level: 130

Major Equipment

(Based on selected options, shown at right)
EcoBoost 1.5L I-3 DOHC w/port/direct injection
181hp
8 speed automatic w/OD

- * Auto stop-start feature
- * 4-wheel ABS
- * Electric parking brake
- * P 225/65R17 BSW AS H-rated tires
- * Advance Trac w/Roll Stability Control
- * Tinted glass

- * Streaming audio

- * LED brakelights

- * Dual power remote mirrors

- * 17 x 7 aluminum wheels

- * Driver and front passenger seat mounted side airbags

- * SecuriLock immobilizer

- * Tachometer

- * Underseat ducts

- * 60-40 folding rear split-bench

Fuel Economy**As Configured Vehicle**

STANDARD VEHICLE PRICE	MSRP
Equipment Group 200A	\$28,535.00
Engine: 1.5L EcoBoost	N/C
Transmission: 8-Speed Automatic	Included
3.81 Axle Ratio	Included
GVWR: TBD	Included
Tires: 225/65R17 AS BSW	Included
Wheels: 17" Shadow Silver-Painted Aluminum	Included
Unique Cloth Front Bucket Seats	Included
Monotone Paint Application	STD
106" Wheelbase	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
SYNC 3 Communications & Entertainment System	Included
FordPass Connect	Included
Iconic Silver Metallic	N/C
Dark Earth Gray	N/C
Cargo Mat	\$100.00
Front & Rear Floor Liners w/o Carpet Mats	\$160.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of North Aurora
Prepared by: THOMAS SULLIVAN
06/30/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Escape 4dr AWD SE (U9G)

Price Level: 130

Major Equipment

As Configured Vehicle

MSRP

City
26 mpg



Hwy
31 mpg

SUBTOTAL

\$28,795.00

Destination Charge

\$1,245.00

TOTAL

\$30,040.00

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Prepared for:

Village of North Aurora

Prepared by: THOMAS SULLIVAN

06/30/2021

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

**2021 Escape 4dr AWD SE (U9G)**

Price Level: 130

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U9G	Base Vehicle Price (U9G)	\$28,535.00
Packages		
200A	Equipment Group 200A <i>Includes:</i> - Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: 8-Speed Automatic - 3.81 Axle Ratio - GVWR: TBD - Tires: 225/65R17 AS BSW - Wheels: 17" Shadow Silver-Painted Aluminum - Unique Cloth Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).</i> - Radio: AM/FM Stereo <i>Includes 6 speakers, speed compensated volume and SiriusXM radio with a 3 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</i> - SYNC 3 Communications & Entertainment System <i>Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart-charging USB ports.</i> - FordPass Connect <i>Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).</i>	N/C
Powertrain		
996	Engine: 1.5L EcoBoost <i>Includes auto start-stop technology.</i>	Included
448	Transmission: 8-Speed Automatic	Included
STDAX	3.81 Axle Ratio	Included
STDGV	GVWR: TBD	Included
Wheels & Tires		
STDTR	Tires: 225/65R17 AS BSW	Included

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Prepared for:

Village of North Aurora

Prepared by: THOMAS SULLIVAN

06/30/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Escape 4dr AWD SE (U9G)

Price Level: 130

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included

Seats & Seat Trim

4	Unique Cloth Front Bucket Seats <i>Includes 6-way manual driver (fore/aft, up/down, recline) and 4-way manual front passenger (fore/aft with manual recline).</i>	Included
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Other Options

PAINT	Monotone Paint Application	STD
106WB	106" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	Included

SiriusXM service is not available in Alaska and Hawaii.

Includes 6 speakers, speed compensated volume and SiriusXM radio with a 3 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.

*Includes:**- SYNC 3 Communications & Entertainment System*

Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility and 2 smart-charging USB ports.

- FordPass Connect

Includes 4G LTE Wi-Fi hotspot that connects up to 10 devices (includes a wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford). Remote start with specific time scheduling, lock and unlock, locate parked vehicle and check vehicle status (the FordPass App and complimentary connected services are required for remote features (see FordPass terms for details). Connected services and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services exclude Wi-Fi hotspot).

50C	Front & Rear Floor Liners w/o Carpet Mats <i>Deletes standard front and rear carpeted floor mats.</i>	\$160.00
50Q	Cargo Mat	\$100.00

Emissions

425	50-State Emissions System	STD
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Interior Color

4H_01	Dark Earth Gray	N/C
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Prepared for:

Village of North Aurora

Prepared by: THOMAS SULLIVAN

06/30/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Escape 4dr AWD SE (U9G)

Price Level: 130

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
JS_01	Iconic Silver Metallic	N/C
Upfit Options		
D-001	Delivery	\$175.00
P-0123	Municipal Plates/Title-Shipped	\$203.00
	<i>MP Title and Plates</i>	
SUBTOTAL		\$29,173.00
Destination Charge		\$1,245.00
TOTAL		\$30,418.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of North Aurora

Prepared by: THOMAS SULLIVAN

06/30/2021



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2021 Escape 4dr AWD SE (U9G)

Price Level: 130

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$28,535.00
Options	\$260.00
Colors	\$0.00
Upfitting	\$378.00
Fleet Discount	\$0.00
Destination Charge	\$1,245.00
Subtotal	\$30,418.00

Discount Adjustments

Discount Adjustments	-\$5,828.00
Total	\$24,590.00

Customer Signature_____
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

