Meeting Held Electronically



NORTH AURORA VILLAGE BOARD MEETING MONDAY, AUGUST 16, 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 and remotely via telecommunications to help prevent the spread of COVID-19. 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/88927422525

Meeting ID: 889 2742 2525 **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, all visitors to North Aurora Village Hall are required to wear face coverings, regardless of vaccination status. Participants and attendees in board and commission meetings are permitted to remove their face coverings once seated if they are vaccinated and able to maintain 6-feet of social distancing from other participants.

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

ROLL CALL

PUBLIC HEARING

Fourth Amendment to the Pre-Annexation Agreement between the Village of North Aurora, Orchard Commons, LLC and Mettel Investment Partnership for a development to be known as Orchard Commons

AUDIENCE COMMENTS

CONSENT AGENDA

- 1. Village Board Minutes dated 08/02/2021 and Committee of the Whole Minutes dated 08/02/2021
- 2. Bills List Dated FY2021 08/16/2021 in the Amount of \$49,050.75

3. Bills List Dated FY2022 08/16/2021 in the Amount of \$197,679.92

NEW BUSINESS

- 1. Approval of Ordinance Approving the 2nd Budget Amendment for Fiscal Year 2020-21
- 2. Approval of an Ordinance Approving the Fourth Amendment to the Pre-Annexation Agreement Between the Village of North Aurora, Orchard Commons, LLC and Mettel Investment Partnership for a Development to be known as Orchard Commons
- 3. Approval of an Ordinance Amending a Special Use as B-2 General Commercial Planned Unit Development for the Orchard Commons
- 4. Approval of Ordinance Approving a Special Use as an I-2 General Industrial Planned Development for 16.18 Acres of Property Known as 840 Ice Cream Drive in the Village Of North Aurora
- 5. Approval of Ordinance Amending the North Aurora Code Title 5 Section 5.08.340 to Create the Classification of 'P-Park District' Liquor License
- 6. Approval of Ordinance Approving Outdoor Dining as a Temporary Special Event for Businesses that Have Opted For Outdoor Dining For Relief From COVID-19 Restrictions
- 7. Approval to Award 2021 Tree Replacement Program Bid to Acres Group in the Amount of \$30,225.00

VILLAGE PRESIDENT

TRUSTEE COMMENTS

ADMINISTRATOR'S REPORT

VILLAGE DEPARTMENT REPORTS

ADJOURN

Initials: 53

NORTH AURORA VILLAGE BOARD MEETING VILLAGE BOARD MEETING MINUTES Monday, August 2, 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 Mark Carroll, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, 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 Deputy Chief Joe DeLeo.

AUDIENCE COMMENTS –

TRUSTEE COMMENTS -

CONSENT AGENDA

- 1. Village Board Minutes Dated 07/19/2021 and Committee of the Whole Minutes dated 07/19/2021
- 2. Bills List Dated FY2021 08/02/2021 in the Amount of \$10,787.96
- 3. Bills List Dated FY2022 08/02/2021 in the Amount of \$642,287.42
- 4. Approval of 2021 Supplemental MFT Resolution

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

NEW BUSINESS

1. Approval to Reject 750,000 Gallon Water Tower Construction Bids

Director Laskowski introduced the item stating that the Village has received only one bid which was a million dollars over the engineer's estimate, it was also not in compliance with the USDOL apprenticeship program requirements. It was the engineer's suggestion to reject the bid.

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

VILLAGE PRESIDENT – None

TRUSTEES COMMENTS – None

<u>ADMINISTRATOR'S REPORT</u> – Administrator Bosco stated that the staff is preparing a demolition packet for the newly acquired building at 19 S. Lincolnway.

Administrator Bosco explained that the Village Board meetings will be continuing on Zoom for a while longer due to the current Covid climate, allowing for participation from remote settings. The staff is looking in to additional options in streaming the Village Board meetings live once conditions are such that the environment is safe for full capacity open meetings, remote participation will not available in that scenario

Administrator Bosco stated that Kane County has been declared a substantial transmission zone, face masks will be required when social distancing is not an option, regardless of vaccination status. This will be required in Village Hall lobby as well.

ATTORNEY'S REPORT – None

VILLAGE DEPARTMENT REPORTS

- 1. **Finance** None
- 2. **Community Development** Director Toth spoke about the warehouse at 300 Mitchell Rd. He stated that the tenants have moved out and some trees had been replaced, they are now in compliance.
- 3. **Police** None
- 4. **Public Works** None

Trustee Carroll asked Administrator Bosco what emergency orders were still in effect for the Village. Administrator Bosco explained that the order to follow the Governor's orders was still in effect as well as the outdoor dining provisions.

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins Village Clerk

VILLAGE OF NORTH AURORA COMMITTEE OF THE WHOLE MEETING MINUTES Monday, August 2, 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 Mike Lowery, 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 Deputy Chief Joe DeLeo.

<u>AUDIENCE COMMENTS</u> – See below <u>TRUSTEE COMMENTS</u> - None

DISCUSSION

1. Creation of Park District Liquor License Classification

Administrator Bosco explained that the Fox Valley Park District has expressed interest in holding more events in parks within North Aurora, to avoid the delay of needing a special event liquor license approved by the liquor commissioner for each event, staff would like to create a special liquor license classification specifically for park districts. This license would be applied for annually at \$250, which would allow them to hold events at any park district property within certain hours. Should the park district want to deviate from the Liquor Code, an additional Special Use license must be obtained from the Liquor Commissioner.

Trustees Carroll and Lowery asked if the Park District can then issue liquor licenses in Park District properties to private events. Administrator Bosco explained that the intention would be for Park District sponsored events, however Jeff Palmquist from the Fox Valley Park District stated that his interpretation was should the Park District rent out the facility for a third party event with the intent to have liquor, an additional special event liquor license from the Liquor Commissioner would be needed. Discussion ensued in regard to removing that provision from the proposed Park District Liquor License Classification.

Attorney Drendel stated that the way the document was drafted, there was no distinction between the Park District or a third party in regard to who hosts an event.

The document follows the current Supplemental Outdoor Liquor License rules. If they were to deviate from that, an additional Special Use License would be needed.

After discussion the Board was in agreement that they were in favor of the Park District Liquor License Classification without a provision that a Special Use License would be needed for a third party rental.

Petition 21-06: Orchard Commons PUD Amendment

Director Toth introduced the item to the Board explaining that it is in regard to the proposed Orchard Commons development project located at the Orchard northwest corner of Orchard Road and Oak Street. The development is two lots, subdivided into to four commercial use properties. The Village Board discussed this development at the Committee of the Whole meeting on July 17, 2021. At that time the Board was comfortable with the development, however wanted to see improvements to the façade of the buildings.

Director Toth introduced Ivan Nockov from Vequity who had returned with revised façade elevations for the development. Mr. Nockov stated that the developer looked at the surrounding residential area and revised the designs to reflect a continuity with them.

Trustee Carroll asked if the facades are subject to change when a tenant moves in. Both Mr. Nockov and Director Toth stated that any proposed changes would have to be brought back before the Board for approval.

Trustee Curtis thanked the developer for the improvements that have been made but she would like to see further improvements with the addition of higher end finishes.

Trustee Niedzwiedz asked if the developer has other projects in the area that the Board may view prior to the next meeting. Mr. Nockov offered examples of the developer's other projects in Cicero and Downers Grove.

The Board was in favor of the improvements.

2. Orchard Commerce Self-Service Storage Use Concept

Administrator Bosco introduced a new self-storage concept brought to the Village to the Board. He stated that this agenda item is to discuss whether or not the Board would like to move ahead with the concept.

Director Toth explained that the property being discussed were lots 3, 4 and 5 of the Orchard Commerce Center, located west of Orchard Road, south of Orchard Gateway. In 2014, the northernmost lot, lot 5 and part of lot 4 was approved for a Marriot Hotel which never came to fruition. There had also been interest in the southernmost lot, lot 3 and part of lot 4 for a Holiday Inn Express.

The Orchard Commerce Center is in the B-2 district, whereas self-service storage is considered special use, therefore there would need to be a public hearing before the Plan Commission as well as a formal site plan review.

Trustee Curtis asked what the comprehensive plan called for in that area. Director Toth stated that it was Regional Commercial.

Jeff Ratzer representing a real estate investment firm with over 50 years of experience, explained that his firm believed that there is a great need for self-storage in the area. The intention would be to build in two phases. The first building would be the larger of the two. Three stories and contain approximately 90,000 rentable square feet. The second phase will consist of six, one story exterior buildings each consisting of a fully enclosed garage style building encompassing a total of 30,000 rentable square feet. There will be no outdoor storage. They estimate 7-8 months to build the larger of the two buildings and 3 months for the smaller building.

The larger of the buildings, renters can drive their vehicles in to the building to access their garage while the smaller building, renters will drive up to their garage.

Mayor Gaffino asked what kind of traffic would be generated by the facility. Mr. Ratzer estimated that initially they expect to see 10-15 clients a day with an estimated 5-10 once the units are leased.

Mayor Gaffino asked if anything would be sold at the facility. Mr. Ratzer stated that perhaps moving boxes would be sold.

Mr. Ratzer stated to the Board that, as he is in the hotel industry, he believed that because of the economic climate, the Village would not be able to find a developer willing to build a hotel on the proposed sites. While the proposed storage facility may not be the development the Board may have wanted for this site, Mr. Ratzer believed that it was the Village's best option.

Trustee Curtis asked Director Toth if there was any interest in the property. She stated that while she thought the concept of the storage facility was good, she did not think it was the best use for the property. She stated that a development like a hotel would bring in more traffic to the Village. Director Toth stated that the two hotel inquiries had been the only interest.

Trustee Carroll explained that he believed that this would be the wrong project for this site because the warehouse look of the complex will lead people to believe the area is industrial, eliminating the possibility for future retail or hotel projects in the area.

Trustee Salazar expressed mixed feelings on the project. She stated that she was not sure that adding another storage facility to the Village would be the best option.

Trustee Lowery and Director Toth discussed the previous interest in developing a hotel at the site. It was determined that there had not been interest in the site for hotel development since 2018.

Trustee Niedzwiedz asked what the occupancy levels of the existing storage facilities in North Aurora was, Mr. Ratzer stated that all of the storage facilities were at 99% capacity, except Red Dot storage which had more availability.

Trustee Niedzwiedz also expressed mixed feelings on the project, he stated that there may eventually be some interest in dining projects in the area that may bring more interest to build a hotel on that site. He stated that he would be hesitant to move forward with the proposed concept.

Trustee Curtis stated that this proposed concept would not enhance the Village, nor bring jobs or foot traffic. She suggested a cost-benefit analysis and to evaluate whether this project would align with the Village's comprehensive plan and goals for the area.

Mayor Gaffino suggested patience in selecting an appropriate project for that area. He stated that he did not believe this was the best use for this location.

Trustee Salazar stated that she agreed with Trustee Carroll in that once a building like the proposed is built, it would set a tone for that area.

Trustee Guethle agreed that this concept would not be the best use for the property.

3. Temporary Outdoor Dining

Administrator Bosco explained that this item would readdress the executive orders for temporary outdoor dining. In May 2020, the executive order allowed outdoor dining with restrictions. In June 2020 an additional order was created to allow the hours of outdoor dining to reflect the Villages Supplemental Outdoor Liquor License hours. These two orders "expire when the existing Gubernatorial Executive Orders restricting capacity at bars and restaurants are terminated or cease, allowing for 100% capacity indoors or when this Executive Order is repealed by the President or superseded by action of the corporate authorities of the Village of North Aurora, whichever is sooner". Currently, the state is in Phase 5 which allows for 100% indoor dining capacity, however the Governor's executive orders that allow for temporary outdoor dining had been extended to August 21, 2021. Administrator Bosco asked the Board if the Village should continue temporary outdoor dining as it exists or determine a definitive date that the order expires, and should the Board decide to end temporary outdoor dining, determine a length of time for business to transition from temporary outdoor dining.

Trustee Carroll asked how many restaurants were currently using the temporary outdoor dining option, Administrator Bosco stated that two were using it and one of the business owner's was present.

Trustee Guethle stated that he believed that the temporary outdoor dining order should continue, in order to help businesses.

Trustee Niedzwiedz agreed with Trustee Guethle adding that he would like to see patrons continue to dine at the North Aurora establishments that are utilizing temporary outdoor dining than dine in surrounding towns that are still allowing it.

Trustee Curtis asked if the Village would be tied to the Governor's orders and expire concurrently. Administrator Bosco recommended that the Board extends the outdoor dining to a specific date, by resolution and not by executive order. Trustee Curtis stated that she preferred to see a definitive end to the temporary outdoor dining order, she was concerned that businesses may take advantage of the order to have a temporary outdoor dining area rather than petitioning the Village for permanent outdoor dining structures.

Mayor Gaffino suggested extending the order to the end of the year and then revisiting the matter.

Trustee Salazar agreed that a date at the end of the year would be reasonable.

Attorney Drendel stated that a problem leaving the orders to coincide with the Governor's executive orders is that the Village is informed of the Governor's changes within days of them taking effect, which leaves businesses at risk of nonconformity if there is not a transition period designated.

Trustee Carroll stated that he would like to see a date set for the temporary outdoor dining order to expire. He stated that the Village has done much to assist businesses during this emergency but the emergency is coming to an end.

Trustee Curtis was in agreement, stating that in fairness to other businesses who have had permanent outdoor dining structures constructed through the appropriate processes, the temporary outdoor dining should end.

Administrator Bosco explained that by repealing the executive order and creating an end date by ordinance, it gives the Village flexibility to add restrictions.

The Board discussed what timeline would be appropriate to end the temporary outdoor dining.

Steve Noonan Owner of Brother Chimp Brewery 1059 W. Orchard Rd addressed the Board to express his concern about the impact eliminating temporary outdoor dining may have on his business.

The Board settled on an expiration date of January 2, 2022 for temporary outdoor dining, with plans to revisit the topic in December 2021.

4. 750,000 Gallon Water Tower Project Bid

Director Laskowski stated that in 2009 the Village adopted a Responsible Bidder Requirement which requires contractors on all Public Works projects of \$25,000 or more when prevailing wage requirements apply, certify that they are enrolled in a Joint Apprenticeship Training Program with the United States Department of Labor Bureau of Apprenticeship and Training. He went on to explain that there are only four known contractors that construct water towers in the United States, only one can potentially comply with this requirement. The only bid that was submitted was rejected because it came in over one million dollars over engineer's estimates. Director Laskowski stated that the options were to rebid the project with the Responsible Bidder Requirement in place, waive the requirement or the option to bid the project with both the Responsible Bidder Requirement in place as well as without the requirement.

Trustee Guethle expressed concern that the Village will receive bids from other states and without the Responsible Bidder Requirement, contractors from outside states will receive prevailing wage compensation but not comply with guidelines set in the State of Illinois.

The Board engaged in discussion about the positives and negatives about relaxing the Responsible Bidder Requirement to encourage more bids on the project.

The Board then spoke about whether or not it was a necessity to begin the project in the near future and was advised by Director Laskowski that it is not of great urgency. There was discussion about the possibility of pricing on materials going down, potentially resulting in lower project costs.

It was the consensus of the Board to rebid the project in three months with the Responsible Bidder Requirement intact and reevaluate if appropriate bids are not received.

5. Floor Area Minimums

Administrator Bosco explained that the question of a zoning ordinance of floor area minimums for residential estate subdivisions was brought up when a developer wanted to complete Moose Lake Estates subdivision with smaller homes.

Director Toth stated that the Plan Commission was not interested in moving forward when asked in March if standards should be changed for floor minimums of the E-3 district. He went on to explain that the original issue within Mooselake Estates was currently being resolved as a new developer has taken interest in building out the remaining lots and was working with the home owner association of the subdivision.

The Village staff investigated local municipalities that did enforce floor area minimums and created a comparable chart utilizing that information alongside the information they collected on the Village's E-3 subdivisions. The Board discussed Village staff's findings as well as how a floor area minimum could be decided upon and implemented with so many variables within the Village's existing E-3 subdivision.

The Board stated that it was important to implement a floor area minimum and decided that no new homes in E-3 districts should have smaller square footage than the smallest current square footage in the E-3 districts.

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Jessi Watkins Village Clerk

Accounts Payable To Be Paid Proof List

User: ablaser

Printed: 08/12/2021 - 4:06PM Batch: 00503.08.2021



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
All American Flag Company 044820	07.00	01 445 4520		5506	5/4/2021	00/16/2021
Flag Pole Rope Hardware	97.39	01-445-4530	Public Grounds/Parks Maint	5586	5/4/2021	08/16/2021
Total:	97.39	*Vendor Total				
Cintas Corporation						
041590 Rug & Towel Cleaning- PW Garage	32.55	01-445-4520	Public Buildings Rpr & Mtce	4085293657	5/25/2021	08/16/2021
Total:	32.55	*Vendor Total				
Johnson & Buh, LLC 467744						
Local DUI Prosecution	4,125.00	01-440-4260	Legal	21NAU02-01	7/15/2021	08/16/2021
Total:	4,125.00	*Vendor Total				
Kane Co Div of Transportation						
021090 Maint Agreement- 2nd Qtr	210.60	01-445-4545	Traffic Signs & Signals	2021-000000	17/27/2021	08/16/2021
Total:	210.60	*Vendor Total				
Messenger Public Library						
004610 FY21 Replacement Tax	17,617.95	01-305-3040	Replacement Tax	08102021	8/10/2021	08/16/2021
TIF Incentive FY21		60-445-4799	Misc. Expenditures	08112021-01		08/16/2021
TIF Incentive FY21	32.56	18-445-4799	Misc. Expenditures	08112021-02	8/11/2021	08/16/2021
Total:	18,024.95	*Vendor Total				
North Aurora Fire Department						
036240 TIF Incentive FY21	1,061.68	60-445-4799	Misc. Expenditures	08112021-01	8/11/2021	08/16/2021
TIF Incentive FY21	92.32	18-445-4799	Misc. Expenditures	08112021-02	8/11/2021	08/16/2021
Total:	1,154.00	*Vendor Total				
Southern Kane County						
033180 FY21 Portion of TMobile Butterfield Tower Re	15,031.29	60-325-3225	Tower Rent	08112021	8/11/2021	08/16/2021
Total:	15 031 29	*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Speer Financial, Inc. 011710 2020 Disclosure	-		01-430-4267	Finance Services	d11/20-25	8/3/2021	08/16/2021
	Total:	820.00	*Vendor Total				
Treasurer, State of Illinois 009370 Traffic Lights- Rt 31, Rt 25, Rt 56		1.821.99	01-445-4545	Traffic Signs & Signals	61504	8/2/2021	08/16/2021
114110 Eigillo 10 21, 10 20, 10 00	-			Tiume digita & digitalia	0100.	0,2,2021	00/10/2021
	Total:	1,821.99	*Vendor Total				
WBK Engineering, LLC 467655 Eng Srvcs- Gerald Ford Parking Lo	ot Addition/ !	1,462.00	90-000-E261	Gerald Ford Lot Extension	22115	8/11/2021	08/16/2021
	Total:	1,462.00	*Vendor Total				
West Aurora School Dist 129 019560 TIF Incentive FY21 TIF Incentive FY21			60-445-4799 18-445-4799	Misc. Expenditures Misc. Expenditures	08112021-01 08112021-02		08/16/2021 08/16/2021
	Total:	6,270.98	*Vendor Total				
Report	-	49,050.75					

Accounts Payable To Be Paid Proof List

User: ablaser

Printed: 08/12/2021 - 3:56PM Batch: 00504.08.2021



Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
1st Ayd Corporation 039020 Custodial Supplies- PD		1.201.29	01-445-4421	Custodial Supplies	PSI464696	7/14/2021	08/16/2021
	Total:		*Vendor Total			,, - ,, - , - ,	
ABC Carpet 038040							
Wax Strip Floor- VH Lobby		700.00	01-445-4520	Public Buildings Rpr & Mtce	08062021	8/6/2021	08/16/2021
	Total:	700.00	*Vendor Total				
Ace Hardware 000030							
Fasteners, Screws		38.66	01-445-4520	Public Buildings Rpr & Mtce	07312021	7/31/2021	08/16/2021
	Total:	38.66	*Vendor Total				
Aflac 030540							
AFLAC- July 2021		80.48	01-000-2053	AFLAC	690554	7/26/2021	08/16/2021
	Total:	80.48	*Vendor Total				
AIM 046510							
Flex125- July 2021		161.00	01-430-4267	Finance Services	00034716	8/1/2021	08/16/2021
	Total:	161.00	*Vendor Total				
Alarm Detection Systems of IL 000060							
Alarm Srvc- PD, VH, PW		1,320.00	01-445-4520	Public Buildings Rpr & Mtce	98501-1021	7/11/2021	08/16/2021
	Total:	1,320.00	*Vendor Total				
Atlas Bobcat, Inc. 029330							
Mini X Repair		954.65	01-445-4511	Vehicle Repair and Maint	718280	7/31/2021	08/16/2021
	Total:	954.65	*Vendor Total				
Axon Enterprise, Inc. 051680							

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Taser		1,120.00	01-440-4383	Firearm Training	INUS001815	7/14/2021	08/16/2021
	Total:	1,120.00	*Vendor Total				
B & F Construction							
015600 Plan Review- Fortunato Restaurant		547.70	01-441-4276	Inspection Services	56854	7/28/2021	08/16/2021
Plan Review- NuNu Cafe		895.50	01-441-4276	Inspection Services	56879	7/29/2021	08/16/2021
	Total:	1,443.20	*Vendor Total				
Beacon News							
025450 Subscription- 1yr		63.50	01-410-4411	Office Expenses	07122021	7/12/2021	08/16/2021
	Total:	63.50	*Vendor Total				
Bob Montalbano 468156							
Mailbox Reimb- 985 Mirador Dr		100.00	01-445-4799	Misc. Expenditures	08052021	8/5/2021	08/16/2021
	Total:	100.00	*Vendor Total				
C. O. P. S. Testing Service							
010080 Testing		610.00	01-439-4380	Recruit Testing	106602	7/23/2021	08/16/2021
3	Total:		*Vendor Total				
	iotai.	610.00	" vendor 10tai				
Camic Johnson, LTD.							
Adjudication Hearing		350.00	01-440-4260	Legal	127	7/23/2021	08/16/2021
	Total:	350.00	*Vendor Total				
Carus Corporation							
033300 ETP HMO Chemicals		730.92	60-445-4437	Chlorine	SLS 1009371	:8/11/2021	08/16/2021
WTP HMO Chemicals			60-445-4437	Chlorine	SLS 1009371		08/16/2021
WTP HMO Chemicals ETP HMO Chemicals			60-445-4437 60-445-4437	Chlorine Chlorine	SLS 1009421 SLS 1009422		08/16/2021 08/16/2021
	Total:	2,779.22	*Vendor Total				
Cartified Laboratories Division							
Certified Laboratories Division 048600 Vehicle Cleaner		2,730.49	01-445-4511	Vehicle Repair and Maint	7426345	7/16/2021	08/16/2021
	Total:						
	Total:	2,/30.49	*Vendor Total				
Cintas Corporation							
041590 Rug & Towel Cleaning- PW Garage			01-445-4520	Public Buildings Rpr & Mtce	4090468208		08/16/2021
First Aid Supplies- PW Garage		46.10	01-445-4870	Equipment	5070426085	7/27/2021	08/16/2021

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	78.65	*Vendor Total				
Collins Law Enforcement Sales,	Inc						
468122 Vests (12)		7,500.00	01-440-4160	Uniform Allowance	06-01-2021-	N 6/1/2021	08/16/2021
	Total:	7,500.00	*Vendor Total				
Commercial Tire Services, Inc.							
038680 New Tires- Truck #190 & #171		1,026.94	01-445-4511	Vehicle Repair and Maint	3330030852	7/14/2021	08/16/2021
	Total:	1,026.94	*Vendor Total				
Commonwealth Edison							
000330 W-11 #0 6/17 7/10		4 207 44	(0.445.46(2	174:11:4	0542120261	7/20/2021	00/17/2021
Well #9 6/17 - 7/19 Street Lights/ 355 Moorfield			60-445-4662 10-445-4660	Utility Street Lighting and Poles	0543120261 0795092063		08/16/2021 08/16/2021
Street Lights/ 1197 Comiskey			10-445-4660	Street Lighting and Poles	0903075187		08/16/2021
Street Lights/ 1051 Kettle			10-445-4660	Street Lighting and Poles	1083133047		08/16/2021
East Tower Electric		45.06	60-445-4662	Utility	1313136025	7/9/2021	08/16/2021
Street Lights/ Rt 56 & Rt 25		58.16	10-445-4660	Street Lighting and Poles	1425064018	7/12/2021	08/16/2021
Street Lights/ 1193 Comiskey		8.04	10-445-4660	Street Lighting and Poles	1743032047	7/19/2021	08/16/2021
Street Lights			10-445-4660	Street Lighting and Poles	3771153008		08/16/2021
Street Lights/ 211 River Rd		2,657.32	10-445-4660	Street Lighting and Poles	4007024020	7/16/2021	08/16/2021
	Total:	8,587.43	*Vendor Total				
DACRA Adjudication Systems							
467842 Adjudication- July 2021		1,850.00	01-440-4510	Equipment/IT Maint	dt 2021-07-2	27 7/31/2021	08/16/2021
	Total:	1,850.00	*Vendor Total				
Dale Anderson							
034970 CourtSmart Exams		1,920.00	01-440-4380	Training	INV-0369	8/1/2021	08/16/2021
	Total:	1,920.00	*Vendor Total				
Duke's Root Control. Inc.							
030010 Sample Station Parts		36.35	60-445-4562	Testing (water)	5136	8/2/2021	08/16/2021
	Total:	36.35	*Vendor Total				
Engineering Enterprises, Inc.							
467917		27 202 15	21 450 4255	г : :	71005.01	7/20/2021	00/16/2021
2021 Road Program- Design & Co			21-450-4255	Engineering	71895-01 71895-02	7/28/2021 7/28/2021	08/16/2021 08/16/2021
Crack Filling & Pavement Markin RRA/ ERP Study	ig mispections		10-445-4255 60-445-4255	Engineering Engineering	71895-02 71896	7/28/2021	08/16/2021
Well #5 Modifications Design			60-463-4255	Engineering	71890	7/28/2021	08/16/2021
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		<i>5</i> ··· <i>6</i>		,	

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	35,010.89	*Vendor Total				
ESRI							
467685 GIS License For PW Engineer		489.00	01-430-4510	Equipment/IT Maint	94082269	7/30/2021	08/16/2021
	Total:	489.00	*Vendor Total				
Fifth Third Bank							
028450 ICMA Membership Hansen 21-22	2/ ICMA Onlin	200 00	01-430-4390	Dues & Meetings	SB06282021	- 5/27/2021	08/16/2021
ICMA Non Corporate Membersh			01-430-4390	Dues & Meetings	SB06282021		08/16/2021
Tent Rental For Fall Festival/ Mic		1,441.50	15-430-4751	North Aurora Days Expenses	SB06282021	- 6/16/2021	08/16/2021
ICMA Membership Bosco 21-22/	ICMA Online	1,400.00	01-430-4390	Dues & Meetings	SB06282021	- 6/24/2021	08/16/2021
	Total:	3,106.50	*Vendor Total				
Forensic Analytical Consulting 468157	Services, Inc.						
Asbestos Inspection/ Testing- We	ll #5 Bldg	688.00	60-463-4875	Capital Improvements	6294	7/26/2021	08/16/2021
	Total:	688.00	*Vendor Total				
Fox Metro							
029650 New Service Inspections		240.00	60-445-4480	New Meters,rprs. & Rplcmts.	08032021	8/3/2021	08/16/2021
	Total:	240.00	*Vendor Total				
Gerald Ford							
467768 Vehicle Repairs		1,530.00	01-440-4511	Vehicle Repair and Maint	6031466	7/21/2021	08/16/2021
	Total:	1,530.00	*Vendor Total				
HR Direct							
051150 Attendance Calendar 2022		67.49	01-430-4411	Office Expenses	INV1042670	08 8/6/2021	08/16/2021
	Total:	67.49	*Vendor Total	·			
	1000	07.19	, 611401 10441				
Illinois Law Enforcement 032680							
Yearly Membership		120.00	01-440-4390	Dues & Meetings	DUES10468	7/1/2021	08/16/2021
	Total:	120.00	*Vendor Total				
Illinois State Police Bureau of							
041810 Fingerprints- June 2021		56.50	01-440-4799	Misc.	COST CTR	0: 6/1/2021	08/16/2021
	Total:	56.50	*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Interactive Building Solutions, L 050600	LC						
AHV #2 Repair		1,596.72	01-445-4520	Public Buildings Rpr & Mtce	107971	8/6/2021	08/16/2021
	Total:	1,596.72	*Vendor Total				
Intergovernmental Personnel Be	enefit Cooper	ative					
467637 Health Insurance- PD/ Aug 2021		37 171 30	01-440-4130	Health Insurance	08112021-01	8/11/2021	08/16/2021
Health Insurance- Admin/ Aug 20	21		01-430-4130	Health Insurance	08112021-01		08/16/2021
Health Insurance- CommDev/ Aug			01-441-4130	Health Insurance	08112021-03		08/16/2021
Health Insurance- PW/ Aug 2021		13,026.32	01-445-4130	Health Insurance	08112021-04	8/11/2021	08/16/2021
Health Insurance- Water/ Aug 202	1	7,727.88	60-445-4130	Health Insurance	08112021-05	8/11/2021	08/16/2021
Health Insurance- Retirees/ Aug 2			01-000-2055	Payroll Deductions	08112021-06		08/16/2021
Health Insurance- Police Pension/	Aug 2021		01-000-2055	Payroll Deductions	08112021-07		08/16/2021
Life Insurance- PD/ Aug 2021			01-440-4135	Life Insurance	08112021-08		08/16/2021
Life Insurance PW/ Aug 2021			01-445-4135	Life Insurance Life Insurance	08112021-09 08112021-10		08/16/2021
Life Insurance- Admin/ Aug 2021 Life Insurance- CommDev/ Aug 2	021		01-430-4135 01-441-4135	Life Insurance	08112021-10		08/16/2021 08/16/2021
Life Insurance- Water/ Aug 2021	.021		60-445-4135	Life Insurance	08112021-11		08/16/2021
Vision/ Aug 2021			01-000-2056	VSP - Employee Contributions			08/16/2021
Voluntary Life/ Aug 2021		373.17	01-000-2052	Voluntary Life Insurance	08112021-14	8/11/2021	08/16/2021
	Total:	76,216.86	*Vendor Total				
Johnson & Buh, LLC 467744							
Local DUI Prosocution		550.00	01-440-4260	Legal	21NAU02-02	2 7/15/2021	08/16/2021
	Total:	550.00	*Vendor Total				
Kane County Clerk							
024970							
Notary- Manko			01-440-4799	Misc.	07282021	7/28/2021	08/16/2021
Notary- Ivanyi		11.00	01-440-4799	Misc.	08122021	8/12/2021	08/16/2021
	Total:	22.00	*Vendor Total				
Kiesler's Police Supply, Inc.							
039910							
Ammo		1,771.00	01-440-4383	Firearm Training	IN170822	7/12/2021	08/16/2021
	Total:	1,771.00	*Vendor Total				
Vanica Minalta							
Konica Minolta 024860							
Copier Maint- PW Garage		19.58	01-445-4411	Office Expenses	9007954146	8/1/2021	08/16/2021
	Total:	19.58	*Vendor Total				
L3 Harris - PSPC							
041190		2.160.00	01 440 4610	Ei	02271167	7/22/222	00/1//2021
PD Radios		2,160.00	01-440-4510	Equipment/IT Maint	93371167	7/22/2021	08/16/2021

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	2,160.00	*Vendor Total				
Lakeshore Recycling Systems						
032620 Street Sweeping- 7/27/21	6,989.00	01-445-4540	Streets & Alleys Rpr & Mtce	PS393011	7/31/2021	08/16/2021
Total:	6,989.00	*Vendor Total				
Lauderdale Electric, Inc.						
468103 Locate- Orchard Gateway	290.00	10-445-4661	Street Light Repair/Maint	7921-F	7/21/2021	08/16/2021
Total:	290.00	*Vendor Total				
Layne Christensen Company						
025170	1.625.60	60 460 4055	G :: 17	2050254	7/21/2021	00/1 6/2021
Well #5 Pitless Adapter Maint Well #9 Testing	,	60-463-4875 60-445-4565	Capital Improvements Water Well Rpr & Mtce	2059274 2059286	7/21/2021 7/21/2021	08/16/2021 08/16/2021
Investigate/ Test Pump Well #9		60-445-4565	Water Well Rpr & Mtce	2068969	8/3/2021	08/16/2021
Total:	5,560.52	*Vendor Total				
Meade Electric Company, Inc.						
027140						
Traffic Signal Repair- Randall & Oak	331.74	01-445-4545	Traffic Signs & Signals	697178	7/20/2021	08/16/2021
Total:	331.74	*Vendor Total				
Mid American Water						
013680 Hydrant Cement	408.00	01-445-4544	Storm Drain Maintenance	190975A	7/21/2021	08/16/2021
Total:	408.00	*Vendor Total				
MSC Industrial Supply						
051190 Disposable Gloves	26.77	01-445-4870	Equipment	34286874	7/21/2021	08/16/2021
Cable Ties, Hose Clamps, Brake Cleaner		01-445-4510	Equipment/IT Maint	4773693001		08/16/2021
Total:	456.30	*Vendor Total				
North Aurora NAPA, Inc.						
038730 Squad Bouts	102.50	01 440 4511	Vahiala Danair and Maint	202010	6/29/2021	09/16/2021
Squad Parts PW Tools		01-440-4511 01-445-4870	Vehicle Repair and Maint Equipment	383819 384161-01	6/28/2021 7/1/2021	08/16/2021 08/16/2021
Squad Parts		01-440-4511	Vehicle Repair and Maint	384161-01	7/1/2021	08/16/2021
Filters- Truck #175		01-445-4511	Vehicle Repair and Maint	385348	7/15/2021	08/16/2021
PW Tools	53.96	01-445-4870	Equipment	385395	7/15/2021	08/16/2021
Fuses	8.43	01-445-4511	Vehicle Repair and Maint	385440	7/16/2021	08/16/2021
Battery	126.58	01-445-4511	Vehicle Repair and Maint	385455	7/16/2021	08/16/2021
Battery (2)		01-445-4511	Vehicle Repair and Maint	385754	7/20/2021	08/16/2021
Oil Filters		01-445-4511	Vehicle Repair and Maint	385838	7/21/2021	08/16/2021
Truck Parts	1,446.22	60-445-4511	Vehicle Repair and Maint	385900	7/21/2021	08/16/2021

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	2,325.43	*Vendor Total				
Paddock Publications, Inc.							
026910 Plan Commission Agenda Publication	on	89.70	90-000-E259	Casey's - SW Randall & Oak	187133	7/25/2021	08/16/2021
	Total:	89.70	*Vendor Total				
Paul L Buddy Plumbing & Heatin	ıg						
021070 New Water Line- PW Garage		1,820.00	01-445-4520	Public Buildings Rpr & Mtce	30395	7/15/2021	08/16/2021
Bathroom Drain Repair- PD		160.00	01-445-4520	Public Buildings Rpr & Mtce	30436	7/14/2021	08/16/2021
	Total:	1,980.00	*Vendor Total				
Physicians Immediate Care, North	h Chicago LI	.C					
Custodian Drug Test/ Physical		110.00	01-445-4799	Misc. Expenditures	4219269-01	8/4/2021	08/16/2021
New Officer Drug Test/ Physical	_	211.00	01-440-4799	Misc.	4219269-02	8/4/2021	08/16/2021
	Total:	321.00	*Vendor Total				
Pitney Bowes Inc. 017470							
Postage Machine		452.13	01-440-4505	Postage	3104870855	7/25/2021	08/16/2021
	Total:	452.13	*Vendor Total				
Rempe Sharpe & Associates							
000970 Eng Srvcs- LV/ June 2021		895.84	90-000-E232	DR Horton - FV Golf Course	28014	7/12/2021	08/16/2021
GASB 34 Report/ July 2021			01-445-4255	Engineering	28057	8/5/2021	08/16/2021
Eng Srvcs- LV/ July 2021 Water Bid Evaluation/ July 2021			90-000-E232 60-472-4255	DR Horton - FV Golf Course Engineering	28059 28060	7/5/2021 8/6/2021	08/16/2021 08/16/2021
	Total:	3,885.72	*Vendor Total				
Sebert Landscaping							
032840		064.00	17.004.4522		224524.01	= 12.0 12.02.1	00/1 6/2021
SSA4 Mowing- July 2021 SSA8 Mowing- July 2021			17-004-4533 17-008-4533	Maintenance Maintenance	224524-01 224524-02	7/30/2021 7/30/2021	08/16/2021 08/16/2021
SSA9 Mowing- July 2021 SSA9 Mowing- July 2021			17-008-4333	Maintenance	224524-02	7/30/2021	08/16/2021
SSA11 Mowing- July 2021			17-011-4533	Maintenance	224524-04	7/30/2021	08/16/2021
Public Property Mowing- July 2021		3,409.99	01-445-4531	Grass Cutting	224524-05	7/30/2021	08/16/2021
CE Abatement Mow		270.00	01-441-4531	Grass Cutting	S538308	7/30/2021	08/16/2021
	Total:	5,831.87	*Vendor Total				
Springbrook Software LLC 467920							
Web Payment- July 2021		922.00	60-445-4510	Equipment/IT Maint	INV-006952	8/4/2021	08/16/2021
	Total:	922.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Standard Equipment Company						
036350	25604	01 445 4511	W	D20521	7/20/2021	00/1/6/2021
Debris Hose	356.04	01-445-4511	Vehicle Repair and Maint	P30521	7/20/2021	08/16/2021
Total:	356.04	*Vendor Total				
Struck & Irwin Paving, Inc.						
050230 Hydrant Meter Deposit Refund	1,162.42	60-000-2215	Hydrant Meter Deposits	09092021	8/9/2021	08/16/2021
Total:	1,162.42	*Vendor Total				
Sun Life Financial 033620						
Dental Insurance- Admin/ Aug 2021	292.16	01-430-4136	Dental Insurance	07152021-01	7/15/2021	08/16/2021
Dental Insurance- CommDev/ Aug 2021		01-441-4136	Dental Insurance	07152021-02		08/16/2021
Dental Insurance- PD/ Aug 2021		01-440-4136	Dental Insurance	07152021-03		08/16/2021
Dental Insurance- PW/ Aug 2021		01-445-4136	Dental Insurance	07152021-04		08/16/2021
Dental Insurance- Water/ Aug 2021 Dental Insurance- Employee/ Aug 2021		60-445-4136 01-000-2054	Dental Insurance Insurance Employee Reimburse	07152021-05		08/16/2021 08/16/2021
Dentai insurance- Employee/ Aug 2021	2,000.14	01-000-2034	msurance Employee Remourse	0/132021-00	//13/2021	06/10/2021
Total:	4,073.94	*Vendor Total				
Superior Asphalt Materials LLC						
031440 Gravel For Pot Holes	189.80	01-445-4540	Streets & Alleys Rpr & Mtce	20210867	7/16/2021	08/16/2021
Cold Patch		01-445-4540	Streets & Alleys Rpr & Mtce	20210807	7/30/2021	08/16/2021
Total:	257.63	*Vendor Total				
Technology Management Rev Fund 007390						
IWIN	723.32	01-440-4652	Phones and Connectivity	T2132947	7/12/2021	08/16/2021
Total:	723.32	*Vendor Total				
Terminal Supply Inc.						
467643 Sockets	44.09	01-445-4511	Vehicle Repair and Maint	57728-01	7/21/2021	08/16/2021
Total:	44.00	*VJT-4-1	•			
Total:	44.09	*Vendor Total				
Trane U.S. Inc.						
041740 Chiller Repair- PD	1,316.68	01-445-4520	Public Buildings Rpr & Mtce	311869470	7/15/2021	08/16/2021
Total:	1,316.68	*Vendor Total				
USA Blue Book 035680						
Field PSI Test Gauges	179.84	60-445-4568	Watermain Rprs. & Rplcmts.	658446	7/9/2021	08/16/2021
Misc TP Repair Parts	40.95	60-445-4567	Treatment Plant Repair/Maint	658735	7/9/2021	08/16/2021
New Magnetic Locator	876.20	60-445-4510	Equipment/IT Maint	664461	7/15/2021	08/16/2021

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	1,096.99	*Vendor Total				
Village of Montgomery 047080 LEADS Fee		424.00	01-440-4652	Phones and Connectivity	LEAD00000	3 7/14/2021	08/16/2021
	Total:	424.00	*Vendor Total				
Xerox Corporation 040890 Copier Maint- July 2021		85.00	01-440-4510	Equipment/IT Maint	013992233	8/1/2021	08/16/2021
	Total:	85.00	*Vendor Total				
	Report Total:	197,679.92					

Village of North Aurora Memorandum



To: President and Village Board of Trustees

From: Bill Hannah, Finance Director

Date: August 11, 2021

CC: Steven Bosco, Village Administrator

RE: 2nd Budget Amendment for Prior Fiscal Year 2020-21

At the March 15th Village Board meeting, staff discussed how revenues received during the year for various reasons exceeded the modified budget projections originally established as the COVID-19 pandemic was just beginning and the financial and economic effects were unknown in May of 2020. A budget amendment was passed which increased transfers to various funds such as the Vehicle and Equipment Fund to originally intended levels, and also increased the amount transferred to the Capital Projects Fund from \$200,000 to \$2,500,000. These changes were approved at the March 15, 2021 Village Board meeting. With this amendment, it was estimated at the time that the General Fund would still be about \$200,000 revenues over expenditures and transfers out after final adjustments and accruals were made.

Sales Tax Accruals for Activity in March, April and May

Sales tax revenue is received by the Village three months after the activity transaction. For example, sales made and the resulting tax collected by the business in March is received by the State in April and then subsequently received by the Village in June. During the most recent months of June, July and August, the Village has received the sales tax revenue generated during March, April and May, the last three months of the fiscal year. This revenue is accrued to the Village's fiscal year ending May 31, 2021 even though the revenue was received after the end of the year.

The revenue received from the General Fund 1% sales tax and 3% cannabis tax combined for the three-month period of March through May, 2021 was \$1,873,009. This is \$712,410 more that the same three-month period of March through May of 2020 which was \$1,160,599. Part of the increase is due to the fact that the cannabis tax was not in effect at that time in 2020 and wasn't effective until July, 2020. Most of the increase was attributable to a significant increase in sales tax revenue generated by the Auto Mall, and other businesses that saw a decline in sales during the prior year but recovered in 2021.

Budget Amendment for Prior Year for Unanticipated Funds.

Consistent with the Village's policy of not relying on one-time funds (or possibly one-time increases in ongoing revenues) for future operating expenditures, staff is

recommending that an additional budget amendment by considered by the Village Board which would transfer up to \$750,000 additional funds from the General Fund to the Capital Projects Fund in the prior fiscal year ending May 31, 2021. This would keep the General Fund in a consistent, very strong financial status while setting aside funds for future capital projects identified by the Board for roads, facilities and other critical infrastructure. This would increase the total amount of funds transferred from the General Fund to the Capital Projects Fund in FY 2020-21 to \$3,250,000. The attached ordinance has been prepared consistent with the recommendation.

Ordinance No. _____ An Ordinance Approving the 2nd Budget Amendment for Fiscal Year 2020-21

WHEREAS, the Village of North Aurora has adopted the Budget Act, and approved a Budget for the 2020-21 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" are hereby approved by the corporate authorities.

Presented to the Board of day of	ustees of the Village of North Aurora, Kane County, Illinois this 021, A.D.
Passed by the Board of Trus day of, 2021,	es of the Village of North Aurora, Kane County, Illinois thisD.
Mark Carroll	Laura Curtis
Mark Guethle	Michael Lowery
Todd Niedzwiedz	Carolyn Bird Salazar
	President of the Board of Trustees of the Village of North Aurora, Kane y of 2021, A.D.
	Mark Gaffino, Village President
ATTEST:	
	Village Clerk

Village of North Aurora FY 2020-2021 Exhibit "A" Budget Amendment #2

Fund Division	Account	Account <u>Number</u>	Current <u>Budget</u>	Increase/ (Decrease)	Revised <u>Budget</u>	<u>Note</u>
General Fund						
Expenditures Transfers Out	Transfer to Capital Projects Fund TOTAL	01.495.4970	2,500,000 _	750,000 750,000	3,250,000	Increase Transfer
Capital Projects Fund Transfers In	Transfer from General Fund TOTAL	21.395.3955	2,500,000 _	750,000 750,000	3,250,000	Increase Transfer

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: PETITION 21-06: ORCHARD COMMONS PUD AMENDMENT

AGENDA: AUGUST 16, 2021 REGULAR VILLAGE BOARD AGENDA

ITEM

1) An Ordinance approving the Fourth Amendment to the Pre-Annexation Agreement between the Village of North Aurora, Orchard Commons, LLC and Mettel Investment Partnership for a development to be known as Orchard Commons

2) An Ordinance amending a Special Use as B-2 General Commercial Planned Unit development for the Orchard Commons

DISCUSSION

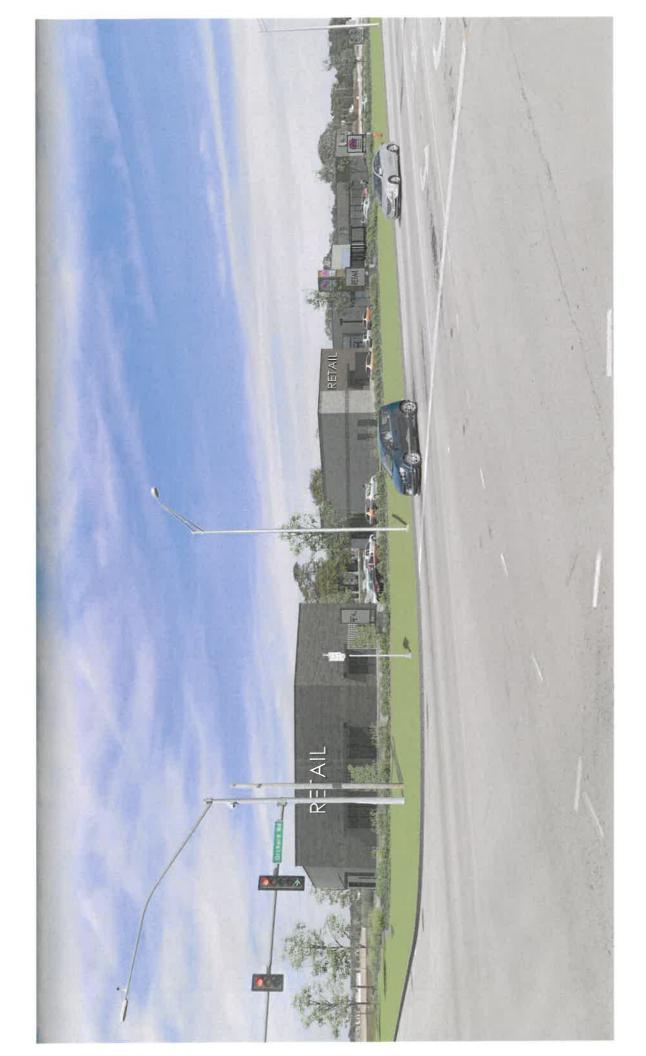
The subject properties are located in the B-2 General Business District and have already been granted a special use for a general commercial planned unit development, known as the Orchard Commons Planned Unit Development, approved by the Village Board in 2007.

The petitioner is proposing to subdivide Lots 1 & 2 in order to create four individual lots and develop each lot with either a restaurant (with drive-through facility) or a retail shop. The petitioner has submitted two separate plan sets, the only difference being site plan flexibility on the proposed Lot 2. "Option A" includes a restaurant with a drive-through facility and "Option B" includes retail shops on the proposed Lot 2.

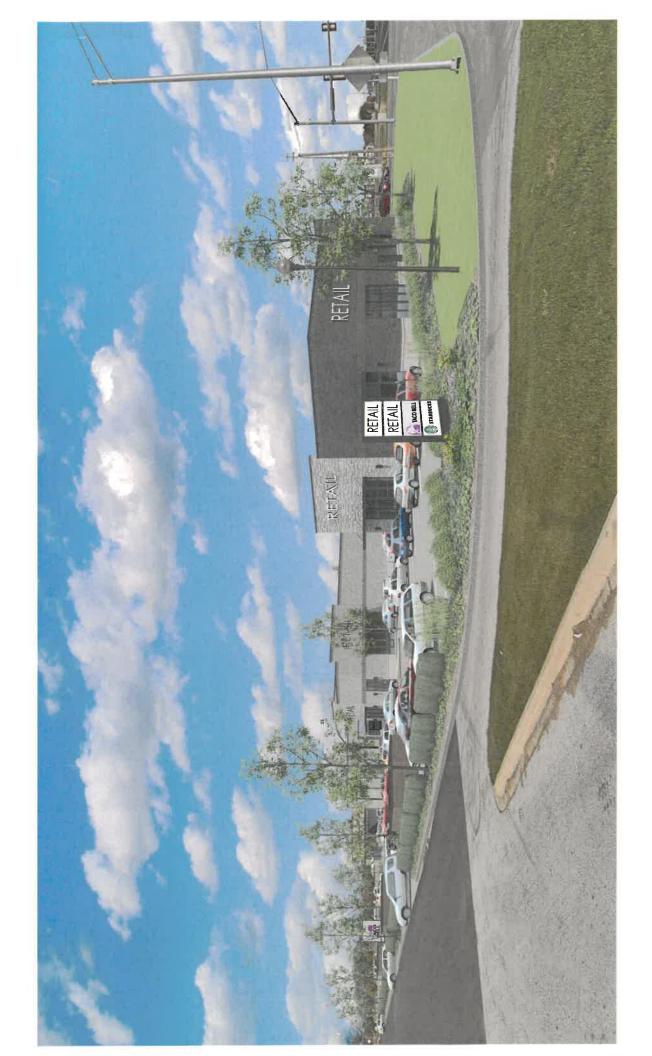
A public hearing was conducted on this item before the Plan Commission at their July 6, 2021 meeting. The Plan Commission was supportive of the development, but did have concerns relative to the reduced parking lot drive aisle widths on the two northernmost lots, line-of-sight visibility on the Madison Street entrances, and the exterior building elevations facing Orchard Road (east building elevations). The Plan Commission unanimously recommended approval of Petition #21-06 subject to staff's conditions and two added conditions.

The petition was later presented to the Village Board at the July 19, 2021 Committee of the Whole meeting. The petitioner made modifications to the east building elevations after the Plan Commission meeting and prior to the COW meeting. The parking lot drive aisle widths on the two northernmost lots were also increased from 22' feet to 23'. While generally supportive of the development plans, some of the Trustees mentioned the need for additional enhancements to the exterior building facades.

Soliciting feedback on their updated exterior building facades, the petitioner presented updated façade plans to the Village Board at the August 2, 2021 Committee of the Whole meeting. While some Trustees stated additional façade enhancements were needed, no specific improvements were mentioned and the majority of the Trustees were supportive of the plans as updated.









VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No.	

ORDINANCE APPROVING THE FOURTH AMENDMENT TO THE PRE-ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF NORTH AURORA, ORCHARD COMMONS, LLC AND METTEL INVESTMENT PARTNERSHIP FOR A DEVELOPMENT TO BE KNOWN AS ORCHARD COMMONS

	Adopted by	the
Bos	ard of Trustees an	d President
of	the Village of Nor	th Aurora
	day of	
by autho Village of 3	ublished in Pampl rity of the Board o North Aurora, Ka day of	of Trustees of the ne County, Illinois,
by		·
Signed		

VILLAGE OF NORTH AURORA

ORDINANCE NO.

ORDINANCE APPROVING THE FOURTH AMENDMENT TO THE PRE-ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF NORTH AURORA, ORCHARD COMMONS, LLC AND METTEL INVESTMENT PARTNERSHIP FOR A DEVELOPMENT TO BE KNOWN AS ORCHARD COMMONS

WHEREAS, the Village of North Aurora entered into a Pre-Annexation Agreement dated January 22, 2007 (the "Annexation Agreement") with Orchard Commons, LLC, an Illinois limited liability company, and Mettel Investment Partnership, an Illinois general partnership, collectively called "Original Owner", and the property legally described in Exhibit A, which is attached hereto and made a part hereof ("Territory") (now known as the "Orchard Commons Development"), that was approved for annexation by Ordinance No. 07-02-12-03 which Ordinance and Annexation Agreement were recorded on March 19, 2007, as Document No. 2007K030838 in the Kane County Recorder's Office; and

WHEREAS, the Territory was annexed to the Village by Ordinance No. 07-07-23-02 recorded August 6, 2007 as Document No. 2007K081977 in the Kane County Recorder's Office and was zoned pursuant to a Special Use for B-2 General Commercial Planned Unit Development by Ordinance No. 07-07-23-03 on July, 23, 2007 and recorded August 6, 2007 as Document No. 2007K081976 in the Kane County Recorder's Office; and

WHEREAS, a First Amendment to the Annexation Agreement was approved for Lots 3, 4 & 8 in the Orchard Commons Development in order for development of a Brewpub on Lot 4, Agricultural use on Lot 8, and a Microbrewery on Lot 3 by Ordinance No. 15-06-01-02 on June 1, 2015 (the "First Amendment"), which First Amendment was recorded on October 21, 2015 as Document No. 2015K057424 in the Kane County Recorder's Office; and

WHEREAS, a Second Amendment to the Annexation Agreement was approved for Lot 7 in the Orchard Commons Development to allow a shallow water well to be used as a water supply for the brewing of beer by Ordinance No. 2015-10-15-01 on October 5, 2015 (the "Second Amendment"), which Second Amendment was recorded on October 21, 2015 as Document No. 2015K057423 in the Kane County Recorder's Office; and

WHEREAS, a Third Amendment to the Annexation Agreement was approved in the Orchard Commons Development in order for development of a restaurant on Lot 3 and to allow the eventual development of a Microbrewery on Lot 8, reduce setback lines and allow for additional signage by No. 20-11-02-02 on November 2, 2020 (the "Third Amendment"), which Third Amendment was recorded on November 25, 2020 as Document No. 2020K073302 in the Kane County Recorder's Office; and

WHEREAS, an application for a fourth amendment to the Annexation Agreement and amendment to the Special Use/B-2 General commercial PUD has been submitted by Orchard Commons North Aurora Lot 2 LLC for Lots 1 & 2 in the Orchard Commons Development (the "Property"), which Lots 1 & 2 are legally described in Exhibit B, which is attached hereto and made a part hereof, related to the development of restaurants (with drive through facilities) and retail buildings; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters for the consideration, approval, and execution of this Amendment to the Annexation Agreement have been given,

VILLAGE OF NORTH AURORA

made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

WHEREAS, the President and the Trustees have considered the Amendment pursuant to notice and a public hearing as required by law and find the Amendment is in the best interests of the Village of North Aurora.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Directors of the Village of North Aurora as follows:

- 1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
- 2. The Fourth Amendment to Annexation Agreement is hereby approved in the form attached as Exhibit C.
- 3. The Village President and Village Deputy Clerk are hereby authorized and directed to sign the Amendment to Annexation Agreement, and the Village staff are hereby authorized and directed to record the Annexation Agreement amendment and take whatever actions are necessary and appropriate to give effect to its terms.
- 4. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Presented to the Board	of Trustees of the Villag	e of North Aurora, Kane County, Illinois this
day of	, 2021, A.D.	
Passed by the Board of Tr	rustees of the Village of N	North Aurora, Kane County, Illinois this
day of, 202	1, A.D.	
Mark Carroll Mark Guethle Todd Niedzwiedz		Laura Curtis Michael Lowery Carolyn Bird Salazar
Approved and signed by Kane County, Illinois this		pard of Trustees of the Village of North Aurora, 21, A.D.
ATTEST:	\overline{M}	ark Gaffino, Village President

Jessi Watkins, Village Clerk

EXHIBIT A

Legal Description of the Territory

That part of the Northwest Quarter of Section 6, Township 38 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at a point in the North line of said Northwest Quarter, which is 674.0 feet Easterly from the Northwest corner of said Northwest Quarter (said point being in the centerline of Deerpath Road as dedicated by Document No. 691573 in Kane County, Illinois); thence north 88 degrees 44 minutes 35 seconds East, along said North line, 667.71 feet to the Westerly line of Orchard Road, as dedicated by Document No. 92K02590 in Kane County, Illinois; thence Southwesterly, along said Westerly line, being a curve concave Southeasterly, not tangent to the last described course, having a radius of 3,889.80 feet, a chord bearing of South 21 degrees 48 minutes 30 seconds West, a chord length of 725.81 feet and an arc length of 726.87 feet to a point of tangency; thence South 16 degrees 27 minutes 19 seconds West, along said Westerly line, tangent to the last described course, 358.24 feet; thence South 52 degrees 09 minutes 18 seconds West, along said Westerly line, 123.64 feet to the centerline of Oak Street as dedicated by Document No. 691573 in Kane County, Illinois; thence South 87 degrees 50 minutes 01 second West, along said centerline, 436.25 feet to the centerline of Deerpath Road; thence North 12 degrees 13 minutes 07 seconds East, along said centerline, 1,120.52 feet to the point of beginning in Aurora Township, Kane County, Illinois

Now known as:

LOTS 1 THROUGH 9 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

EXHIBIT B

Legal Descriptions of the Property

Lot 1:

LOT 1 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

PIN: 15-06-126-008

Lot 2:

LOT 2 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

PIN: 15-06-126-007

EXHIBIT C

Fourth Amendment to Annexation Agreement

FOURTH AMENDMENT TO THE PRE-ANNEXATION AGREEMENT BETWEEN VILLAGE OF NORTH AURORA, ORCHARD COMMONS, LLC AND METTEL INVESTMENT PARTNERSHIP FOR A DEVELOPMENT TO BE KNOWN AS ORCHARD COMMONS

THIS AGREEMENT made and entered into this _____ day of _______, 2021, by and between the VILLAGE OF NORTH AURORA, ILLINOIS, a Municipal Corporation, hereinafter (the "Village"), and by ORCHARD COMMONS NORTH AURORA LOT 2 LLC, an Illinois limited liability company (the "Owner").

WITNESSETH:

WHEREAS, the Village of North Aurora entered into a Pre-Annexation Agreement dated January 22, 2007 (the "Annexation Agreement") with Orchard Commons, LLC, an Illinois limited liability company, and Mettel Investment Partnership, an Illinois general partnership, collectively called "Original Owner", and the property legally described in Exhibit A, which is attached hereto and made a part hereof ("Territory") (now known as the "Orchard Commons Development"), that was approved for annexation by Ordinance No. 07-02-12-03 which Ordinance and Annexation Agreement were recorded on March 19, 2007, as Document No. 2007K030838 in the Kane County Recorder's Office; and

WHEREAS, the Territory was annexed to the Village by Ordinance No. 07-07-23-02 recorded August 6, 2007 as Document No. 2007K081977 in the Kane County Recorder's Office and was zoned pursuant to a Special Use for B-2 General Commercial Planned Unit Development by Ordinance No. 07-07-23-03 on July, 23, 2007 and recorded August 6, 2007 as Document No. 2007K081976 in the Kane County Recorder's Office; and

WHEREAS, a First Amendment to the Annexation Agreement was approved for Lots 3, 4 & 8 in the Orchard Commons Development in order for development of a Brewpub on Lot 4, Agricultural use on Lot 8, and a Microbrewery on Lot 3 by Ordinance No. 15-06-01-02 on June 1, 2015 (the "First Amendment"), which First Amendment was recorded on October 21, 2015 as Document No. 2015K057424 in the Kane County Recorder's Office; and

WHEREAS, a Second Amendment to the Annexation Agreement was approved for Lot 7 in the Orchard Commons Development to allow a shallow water well to be used as a water supply for the brewing of beer by

Ordinance No. 2015-10-15-01 on October 5, 2015 (the "Second Amendment"), which Second Amendment was recorded on October 21, 2015 as Document No. 2015K057423 in the Kane County Recorder's Office; and

WHEREAS, a Third Amendment to the Annexation Agreement was approved in the Orchard Commons Development in order for development of a restaurant on Lot 3 and to allow the eventual development of a Microbrewery on Lot 8, reduce setback lines and allow for additional signage by No. 20-11-02-02 on November 2, 2020 (the "Third Amendment"), which Third Amendment was recorded on November 25, 2020 as Document No. 2020K073302 in the Kane County Recorder's Office; and

WHEREAS, an application for a fourth amendment to the Annexation Agreement and amendment to the Special Use/B-2 General commercial PUD has been submitted by Orchard Commons North Aurora Lot 2 LLC for Lots 1 & 2 in the Orchard Commons Development (the "Property"), which Lots 1 & 2 are legally described in Exhibit B, which is attached hereto and made a part hereof, related to the development of restaurants (with drive through facilities) and retail buildings; and

WHEREAS, all notices, publications, procedures, public hearings, and other matters for the consideration, approval, and execution of this Amendment to the Annexation Agreement have been given, made, held and performed as required by the Illinois Municipal Code and all other applicable statutes of the State of Illinois and Ordinances of the Village; and

WHEREAS, the President and Board of Trustees of the Village have, by a vote of two-thirds (2/3) of the Corporate Authorities currently holding office, directed the President to execute and the Village Clerk to attest this Agreement on behalf of the Village;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is hereby agreed by and between the Village and Owner as follows:

- 1. **RECITALS**. The representations and recitations set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and become a part of this Agreement as though they were fully set forth in this Paragraph 1.
- AMENDMENT. Owner has made proper application to the Village for Amendment to the Annexation Agreement related to zoning and subdivision, and the Annexation Agreement shall be amended only as provided

herein. All other provisions of the Annexation Agreement and previous amendments thereto not affected by this Agreement to amend the Annexation Agreement shall remain in full force and effect.

- 3. **ZONING**. The Property shall continue to be classified as B-2 General Commercial District with a special use permit for a B-2 General Commercial District PUD as revised by the Amendment to the PUD Ordinance attached hereto and incorporated herein by reference as Exhibit C, which is hereby approved, together with the plans attached thereto as to Lot 1 and Lot 2. All other provisions of the original PUD Ordinance and previous amendments thereto not affected by the amendments shall remain in full force and effect.
- 4. <u>BINDING EFFECT AND TERM</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for the period of twenty (20) years from the date hereof.
- COVENANT RUNNING WITH THE LAND. This Agreement constitutes a covenant running with the land and is binding upon the parties hereto, all grantees, successors in interest, assigns and lessees, and successor Village Board.
- 6. MODIFICATIONS. Modifications hereof may be effected by the procedures established by law, in force from time to time, such as permit its initial approval. Village and the Owner of record of any portion of the Property, even if not the Owner named herein, may agree to modify this Agreement with respect to such portion of the Property. This Agreement may be amended by the Village and the owner of record of a portion of the Property as to the provisions applying exclusively thereto, without the consent of the owners of other portions of the Property not affected by this amendment.
- 7. **SEPARABILITY**. The provisions hereof shall be deemed to be separable; and if any section, paragraph, clause, provisions or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision of this Agreement.
- 8. COOPERATION. Village and Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms, including the terms of the PUD Ordinance passed concurrently herewith. Both Village (including any of its departments, officials or employees) and Owner shall act in good faith, reasonably and promptly with respect to all consents, approvals and actions required or requested of it or taken by it hereunder or in connection with the development of the Property. During the term of this Agreement, Owner may continue its current uses on the Property including farming and general agricultural uses as to those portions of the Property not then developed and the existing residential use. In the event of a vacancy with respect to any office or position referenced in this Agreement, the person or persons acting in the stead of and to

carry out the functions of the person normally filling the vacant position shall have all the rights and powers of the person normally filling such vacant position to carry out the terms of this Agreement. The Village agrees that with respect to the minimum distance between a church or school and a use which requires a liquor license, the provisions of Illinois Statutes shall govern and any greater requirement included in any ordinance of the Village as to such minimum separation shall not apply to the Property.

9. <u>NOTICE</u>. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered personally or be mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Village: Village Administrator

VILLAGE OF NORTH AURORA

25 East State Street

North Aurora, IL 60542

With a copy to: Kevin G. Drendel

Drendel & Jansons Law Group

111 Flinn Street

Batavia, IL 60510

If to Owner: Christopher Ilekis

Orchard Commons North Aurora Lot 2 LLC

c/o Vequity LLC

226 North Morgan Street, Suite 300

Chicago, IL 60607

With a copy to: John W. Morse

Patzik, Frank & Samotny Ltd.

200 South Wacker Drive, Suite 2700

Chicago, IL 60606

- 10. **RECORDING.** This Agreement may be recorded in the County Recorder of Deeds Office by either party.
- 11. **ENTIRE AGREEMENT**. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Owner and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

VILLAGE OF NORTH AURORA, ILLINOIS an Illinois Municipal Corporation

	Ву:
ATTEST:	Village President
Village Clerk	
	ORCHARD COMMONS NORTH AURORA LOT 2 LLC,
	an Illinois limited liability company
	Ву:
	Christopher Ilekis, Manager

EXHIBIT A

Legal Description of the Territory

That part of the Northwest Quarter of Section 6, Township 38 North, Range 8, East of the Third Principal Meridian, described as follows: Beginning at a point in the North line of said Northwest Quarter, which is 674.0 feet Easterly from the Northwest comer of said Northwest Quarter (said point being in the centerline of Deerpath Road as dedicated by Document No. 691573 in Kane County, Illinois); thence north 88 degrees 44 minutes 35 seconds East, along said North line, 667.71 feet to the Westerly line of Orchard Road, as dedicated by Document No. 92K02590 in Kane County, Illinois; thence Southwesterly, along said Westerly line, being a curve concave Southeasterly, not tangent to the last described course, having a radius of 3,889.80 feet, a chord bearing of South 21 degrees 48 minutes 30 seconds West, a chord length of 725.81 feet and an arc length of 726.87 feet to a point of tangency; thence South 16 degrees 27 minutes 19 seconds West, along said Westerly line, tangent to the last described course, 358.24 feet; thence South 52 degrees 09 minutes 18 seconds West, along said Westerly line, 123.64 feet to the centerline of Oak Street as dedicated by Document No. 691573 in Kane County, Illinois; thence South 87 degrees 50 minutes 01 second West, along said centerline, 436.25 feet to the centerline of Deerpath Road; thence North 12 degrees 13 minutes 07 seconds East, along said centerline, 1,120.52 feet to the point of beginning in Aurora Township, Kane County, Illinois

Now known as:

LOTS 1 THROUGH 9 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

EXHIBIT B

Legal Descriptions of the Property

Lot 1:

LOT 1 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE

NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS

DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

PIN: 15-06-126-008

Lot 2:

LOT 2 IN THE FINAL PLAT OF ORCHARD COMMONS, BEING A SUBDIVISION OF PART OF THE

NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 8, EAST OF THE THIRD

PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 6, 2007 AS

DOCUMENT 2007K081978, IN KANE COUNTY, ILLINOIS.

PIN: 15-06-126-007

EXHIBIT C

Amendment to the PUD Ordinance

THE VILLAGE OF NORTH AURORA ORDINANCE NO. ______ 5

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WHEREAS, Ordinance No. 07-01-22-01, being an Ordinance Granting a Special use as B-2 General Commercial Planned Unit Development for the Orchard Commons, was approved on January 2, 2007 (the "PUD Ordinance"); and

AN ORDINANCE AMENDING A SPECIAL USE AS B-2 GENERAL COMMERCIAL

PLANNED UNIT DEVELOPMENT, APPROVING SITE PLANS AND A PLAT OF

RESUBDIVISION FOR THE ORCHARD COMMONS

WHEREAS, The PUD Ordinance was amended by Ordinance No. 15-06-01-01, being an Ordinance amending a Special Use as B-2 General Commercial Planned Unit Development for the Orchard Commons Development, was approved on June 1, 2015, amending the provisions pertaining to Lots 3, 4, and 8 of the Orchard Commons Development; and

WHEREAS, The PUD Ordinance was amended by Ordinance No. 20-11-02-03, being an Ordinance amending a Special Use as B-2 General Commercial Planned Unit Development for the Orchard Commons Development, was approved on November 2, 2020, amending the provisions pertaining to Lots 3 and 8 of the Orchard Commons Development; and

WHEREAS, a petition requesting further amendments to the PUD Ordinance for Lots and 2 in the Orchard 1 Development (the "Property"), has been filed with the VILLAGE OF AURORA, hereinafter sometimes referred to as NORTH "Village", by Orchard Commons North Aurora Lot 2 LLC, Illinois Limited liability company (hereinafter called "Owner");

32 and

WHEREAS, the North Aurora Plan Commission has conducted a public hearing on July 6, 2021, pursuant to public and mailing notice as required by law and made a recommendation for approval of the petition after consideration of all of the factors for approval of the special use, planned unit development; site plans; and plat of resubdivision established by the relevant provisions of the North Aurora Municipal Code and the Illinois Municipal Code; and

WHEREAS, the Board of Trustees of the Village of North Aurora has received the recommendation of the Plan Commission and has considered same.

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

A. RESUBDIVISION of Lots 1 & 2.

The Plat of Subdivision for Orchard Acres attached hereto and incorporated herein by reference as Exhibit 1, being a resubdivision of Lots 1 & 2 of the Orchard Commons Development Plat, is hereby approved.

B. AMENDMENT OF SECTION 2 OF THE PUD ORDINANCE REGARDING LAND USE REQUIREMENT.

The Property shall be developed and operated in compliance with the PUD Ordinance, as amended by this Ordinance.

C. AMENDMENT TO SECTION 3 (SITE DEVELOPMENT STANDARDS).

The site development standards in Section 3 of the PUD Ordinance are hereby amended in keeping with the plans attached hereto and incorporated herein by reference as Exhibit 2 (which plans are hereby approved) as follows:

1. Per Chapter 13.8 of the Zoning Ordinance, 'Design of off-street parking spaces', of the Zoning Ordinance, two-way traffic aisles are required to be at least 24' feet in width. The proposed two-way drive aisles within the southern parking lot areas on Lots 3 & 4 are hereby approved with 23' in width.

2. The drive through lanes are hereby approved as a permitted encroachment into the 35' setback along Orchard Road.

D. AMENDMENT TO SECTION 21 (SIGNAGE).

Section 21 of the PUD Ordinance is amended, approving in the alternative Option A and Option B as follows:

1. Monument signage for each lot proposed in Option A with a 3' masonry base and an 8' x 8' signage panel is hereby approved. The panel is set to be a singular tenant panel, provided that, in the case of a multi-tenant building, the cabinet can be modified to adjust for a multi-tenant scenario. The additional monument sign at the entrance to the development at the corner of Oak Street and Madison Street as well as an additional monument sign at the entrance of Lot 3 are also hereby approved.

2. The signage for each Lot is hereby approved to have a multi-tenant cabinet in keeping with the signage for Option A above.

E. ADDITIONAL CONDITIONS

1. An eight (8) foot sidewalk/bike path shall be installed along Oak Street, as depicted on the Preliminary Plan, and connect to the sidewalk located on the west side of Madison Street.

2. Cross access easement rights shall be established between Lots 1, 2, 3 & 4 of the Orchard Acres Subdivision to ensure shared access in perpetuity.

3. Intentionally deleted.

4. A photometric plan shall be submitted and approved by the Village prior to building permit issuance.

5. The proposed monument signage on Madison Street shall not exceed the size requirements governed by the PUD -- 6 feet in height, 9 feet 8 inches in width, and a sign area of 24 square feet on each sign face.

6. Only low growth vegetation shall be planted adjacent to the property entrances along Madison Street.

F. INCORPORATION OF EXHIBITS.

All exhibits attached to this Ordinance are hereby incorporated herein and made a part of the substance hereof.

1 G. EFFECT. 2 3 The special use granted under this Ordinance shall remain 4 in effect until amended in the manner provided by law for same, 5 or until amended or extinguished under the terms of this 6 Ordinance. All of the provisions of the PUD Ordinance not 7 amended by this Ordinance shall remain in full force and effect. 8 9 H. EFFECTIVE DATE. 10 11 That this Ordinance shall become effective from and after 12 its passage and approval in accordance with law. 13 14 PRESENTED to the Board of Trustees of the Village of North 15 Aurora, Kane County, Illinois, this day of _____. 16 17 2021. 18 PASSED by the Board of Trustees of the Village of North 19 Aurora, Kane County, Illinois, this day of _____. 20 2021. 21 22 Laura Curtis Mark Carroll 23 24 Mark Guethle Michael Lowery 25 26 Carolyn Salazar Todd Niedzwiedz 27 28 Approved and signed by me as President of the Board of Trustees 29 of the Village of North Aurora, Kane County, Illinois this 30 day of _____, 2021, A.D. 31

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3		Mark	Gaffino,	Village	President
4	ATTEST:				
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7	Jessi Watkins, Village Clerk				
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FINAL PLAT OF SUBDIVISION FOR ORCHARD ACRES A RESIDENCIADO DE LOTS I MOD. IN THE FIRM, TACT OF DISCHARD COMMUNE, BAD A SENDICIONIO OF PARIO CONCINENTIS LOURS OF SECTION, TO MODE OF MODELLY AND A SECTION OF THE TIME PROPERTY. MERENAN, PROPRIO TO THE PLAN TH-RECOFFECCIONED AUGUST 8, 2003 A DOCUMENT SENDICINET, PROVIDE CONTY, LENDIC COMPANY, AND A SECTION OF THE PLAN T MAXWELL AVENUE LOT 3 LOT 2 LOT 6 LOT 4 577*46'53*E 229.04 LOT 3 577*46'53"E (222.17') MADISON STREET LOT 2 LOT 5 LOTI 577*46'53"E 215.22 LOT 1 \$87° 50' 01"W (164.38') OAK STREET

TOTAL ACREAGE
PROPOSED SUBDIVISION
CONTAINS 97,4015QUARE FEET MORE OR LESS
OR 2,236 ACRES MORE OR LESS

OWNER, SUBDIVIDER & DEVELOPER
ORCHARD COMMONS NORTH AURORA LOT 2, LLC
226 N. MORGAN STREET, SUITE 300
CHICAGO, 1L 60807

CURRENT ZONING
B-2 GENERAL BUSINESS DISTRICT PLANNED UNIT
DEVELOPMENT (PUD)

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CUENT:
ORCHARD COMMONS NORTH
AURORA LOT 2, LLC
2551 MORGAN STREET, SUITE 300
CHCAGO, IL 68697

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FINAL PLAT OF SUBDIVISION FOR ORCHARD ACRES

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SURVEYOR CERTIFICATE

I, RUDY DXON, ILLINOIS REGISTERED LAND SURVEYOR NO. 3832, HEREBY CERTFY THAT I HAVE SURVEYED, SUBDIVIDED, AND PLATTED THE FOLLOWING DESCRIBED PROPERTY, CONSISTING OF

AND ALSO EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF LOTS 1 AND 2 OVER AND ONTO PRIVATE DRIVES NAME 2 OVER AND ONTO PRIVATE DRIVES AND EGRESS AND EGRESS AS CONTAINED BY THE PLAT OF SUIGOVISION RECORDED AUGUST 7, 2007 AS DOCUMENT 2007 AS DOCUMENT 2007 AS DOCUMENT 2007 AS DOCUMENT 2

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OF THIS PLAT AND THAT THE PROPERTY COVERED BY THIS PLAT IS NOT LOCATED WITHIN A SPECIAL PLOOD HAZARD AREA IDENTIFIED BY THE FEDERAL	
MANAGEMENT AGENCY.	MINIMAN LAND
DATED AT SYCAMORE, ILLINOIS, THIS DAY OF A.D., 20	RUDY P. DIXON \$ 4
PROFESSIONAL LAND SURVEYOR) NUMBER:	SYCAMORE DE SYCAMO

OWNER CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSYMBOLS IN THE OWNER OF THE LAND DESCRIBED BY THE FORGORNS SURVEYORS CERTIFICATE AND HAS CAUSED THE BAME TO BE SURVEYED AND SUBDIMITION OF THE BAME TO BE SURVEYED AND SUBDIMITION OF THE BAME TO BE SURVEYED AND DEPOSES AS INDICATED THERE FOR AND DEPOSES AS INDICATED THERE FOR AND DEPOSES AS INDICATED THE PROPOSED AS INDICATED. AND OTTILE THERE ON NOICATED.

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DAY OF	A.D. 20
BY:	
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ATTEST.	

COUNTY OF KIME 188

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DATED THIS	DAY DF	A.D. 20

(KANE COUNTY CLERK)

PLAN COMMISSION APPROVAL

STATE OF ILLINOIS) COUNTY OF KANE) 55

11110		, PCD, 20
PLAN COM	USSION.	

VILLAGE OF NORTH AURORA, ILLINOIS

(CHAIRPERSON)



VILLAGE BOARD APPROVAL

EACH FINAL PLAT SUBMITTED TO THE VILLAGE OF NORTH AURORA FOR APPROVAL SHALL INCLUDE AN EASEMENT CERTIFICATE IN SUBSTANTIALLY THE FOLLOWING FORM:

RESERVED FOR AND GRANTED TO THE VILLAGE OF NORTH AURORA AND TO ALL PUBLIC UTILITY COMPANIES OF ANY KIND OPERATING UNDER FRANCHISE GRANTING THEM EASEMENT RIGHTS FROM THE VILLAGE, INCLUDING, BUT DESCRIPTION TO THE OWNERS THE OWNERS THE OWNERS THE DESCRIPTION, OWNERS THE DESCRIPTION OF THE OWNERS THE OWNE NOT LIMITED TO COMCAST, INC. ATAT, COMMON-WEALTH INSTALLATIONS AS MAY BE REQUIRED TO FURNISH PUBLIC UTILITY SERVICE TO ADJACENT AREAS, AND SUCH AP-PURTENANCES AND ADDITIONS THERETO AS SAID VILLAGE AND UTILITIES MAY DEEM NECESSARY, TOGETHER WITH THE AND UTLITTEE MAY DEEM NECESSARY, TOGETHER WITH THE NETHER OF THE NECESSARY TO BE STATE PLATTED HERCON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ANDOE WORK. THE ROLF IT IS ALS OF HEREBY GRANTED TO SAID VILLAGE AND UTLITIES TO CUT DOWN, THUS ARE REMOVED ANY TREES, SAYULES, OR OTHER PLANTS THAT INTERPERE WITH THE OPERATION OF OR ACCESS TO SAID SEWERS OR WITHOUT LIMITATION, UTILITY ACCESS TO SAID SEVERES OR WITHOUT LIMITATION, UTILITY ANTIALITION IT, ON, UPON, OR A ROOSS, WIDER OR THROUGH SAID EASEMENTS, NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR CADDENS, TREES, SAMESIA, AND SAYER, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE APPREAD OF STOME SEVERES, SAMETANY SEWERS OR ANY OTHER DEPOSIT OF STOME SEVERES, SAMETANY SEWERS OR ANY OTHER UTILITY INSTALLATION, IT SHALL BE SUBJECT TO THE PRIOR. APPROVAL OF SAID VILLAGE SO AS NOT TO INTERFERE WITH OTHER UTILITY LINES AND DRAINAGE, AFTER INSTALLATION OF SAID UTILITY LINES, THE FINAL SURFACE OF THE EASEMENT SHALL BE RESTORED IN A MANNER SO AS NOT TO INTERFERE WITH PROPER OPERATION AND DRAWAGE THEREOF, FENCES
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1	EXHIBIT	2
2	DEVELOPMENT	PLANS

real estate. redefined.

SITE DEVELOPMENT

ORCHARD RD. & OAK ST.
NORTH AURORA, IL 60542
20% PRELIMINARY DESIGN PACKAGE
OPTION A











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PROJECT DIRECTORY

OWNER
VECUTY LLC
228 N MORGAN STREET
SUITE 300
CHCAGO, R 60807
P. 312-985-0837

CODE SUMMARY

SEE GOLT FOR ALL CODE REVIEW AND SUMMARIES.
 SEE GOLT FOR STANDARD ADA MOUNTING INFO
 SEE GOLZ FOR GENERAL NOTES.

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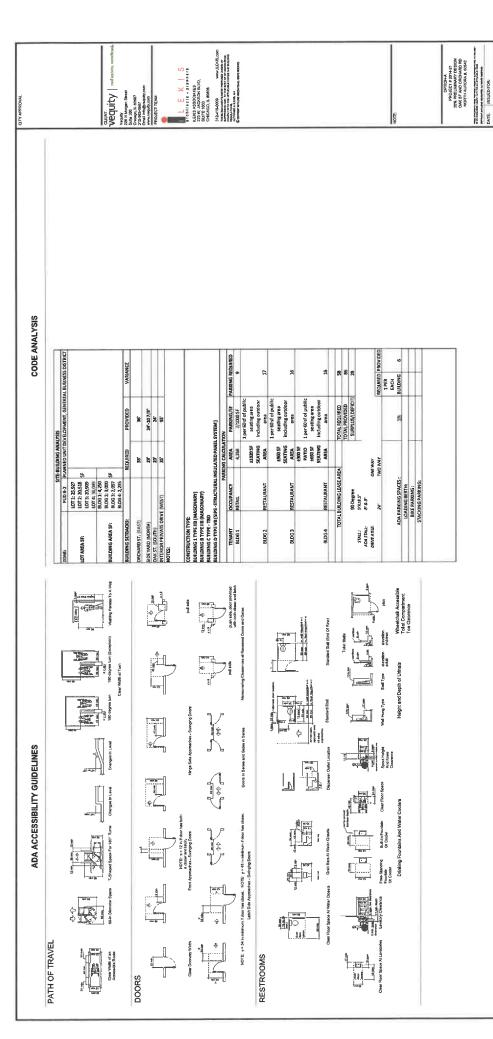
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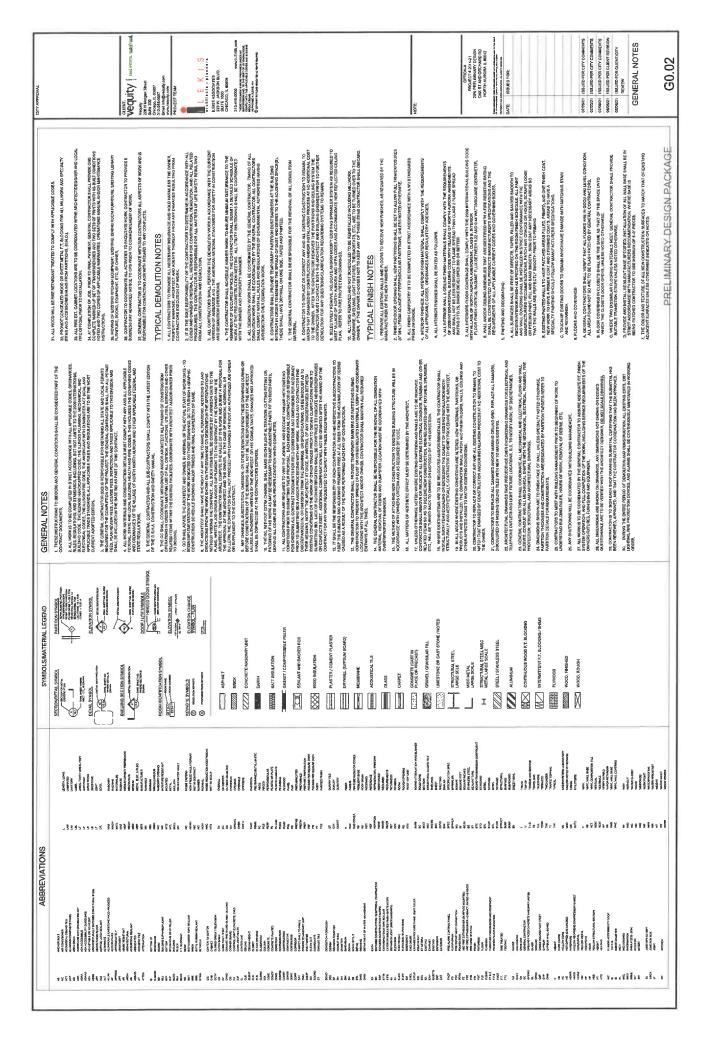
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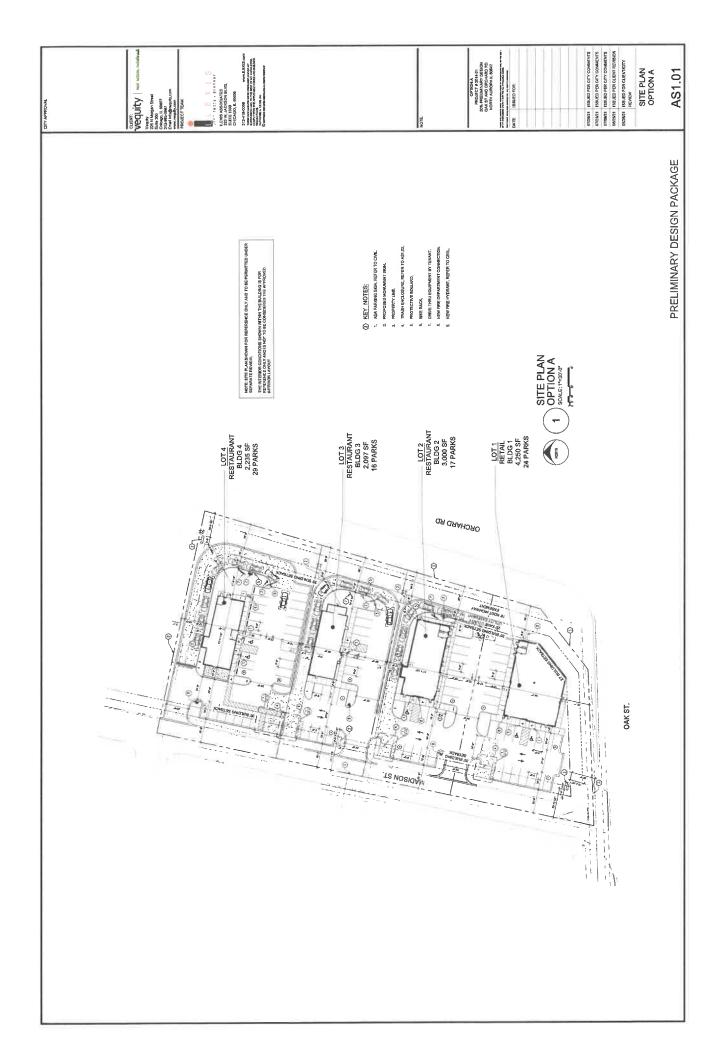
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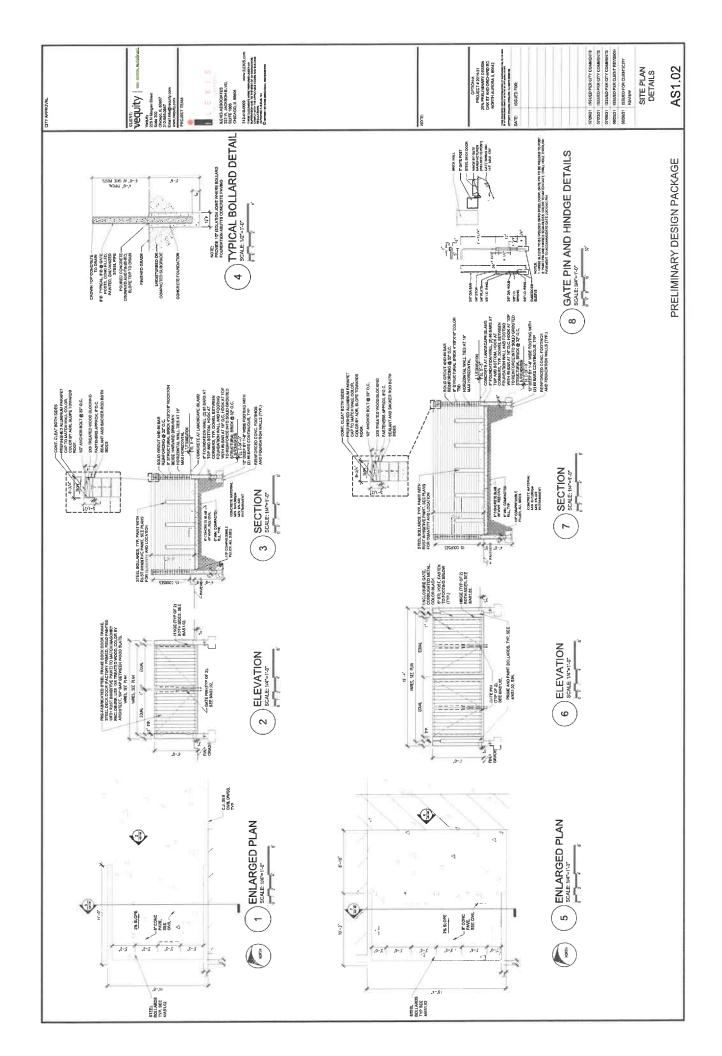
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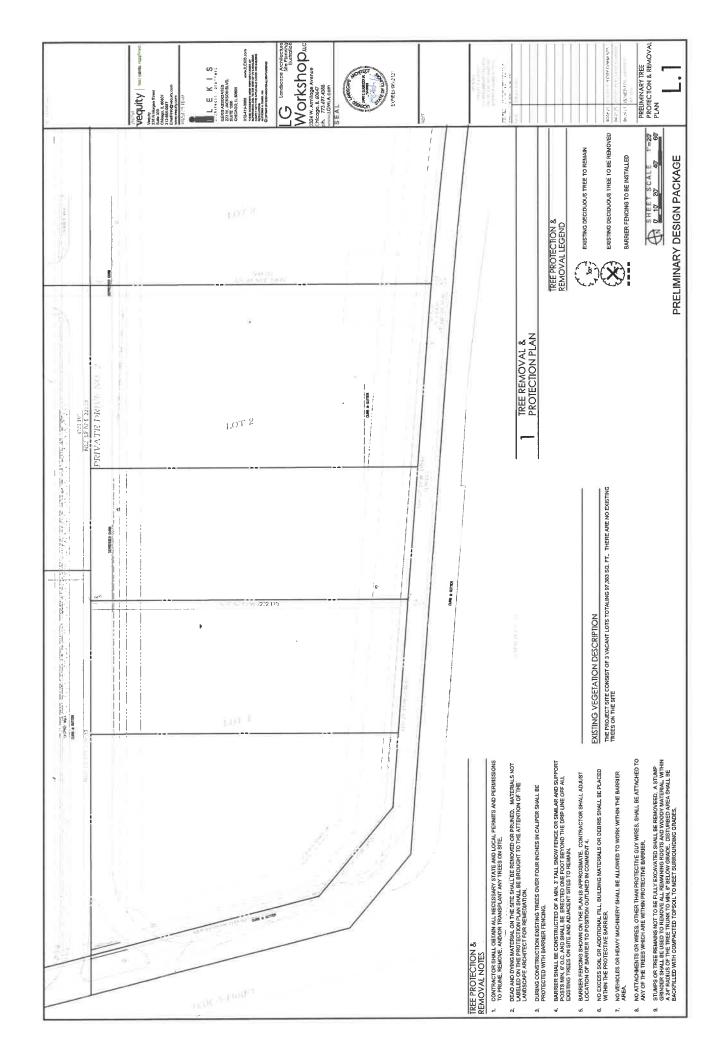
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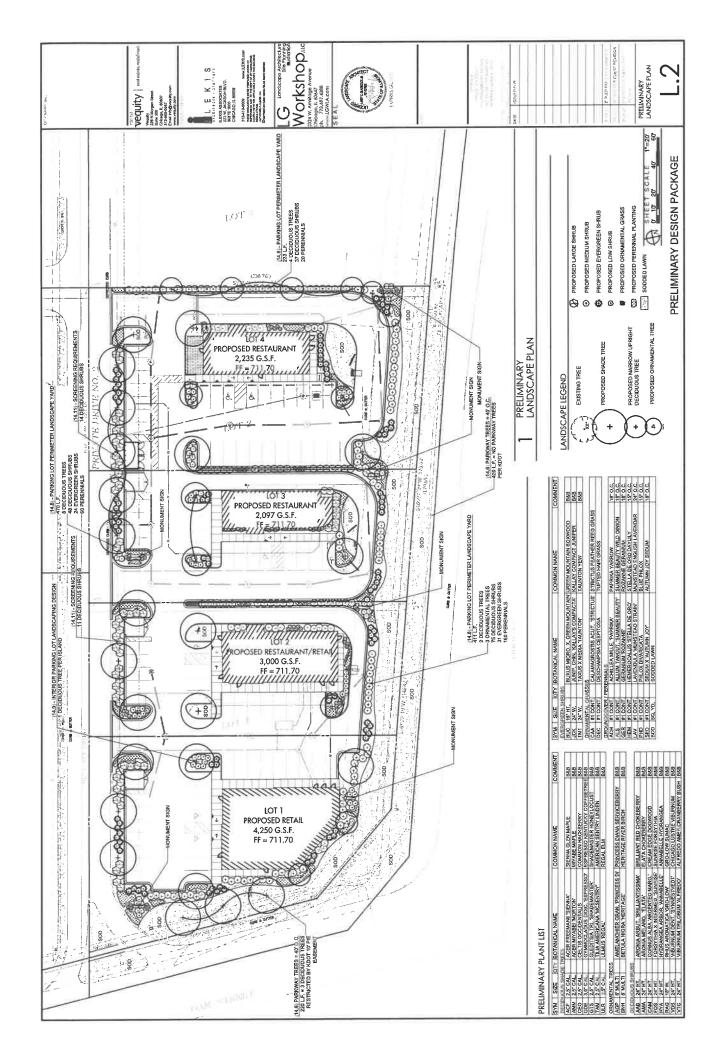
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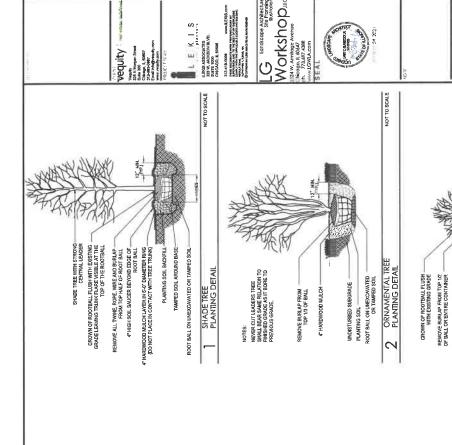












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- NURSERY TAGS (SPECIES, SIZE) FOR ALL SHADE TREES SHALL REMAIN ATTACHED TO TREES UNTIL. FINAL APPROVAL FROM MUNICIPALITY. 10,
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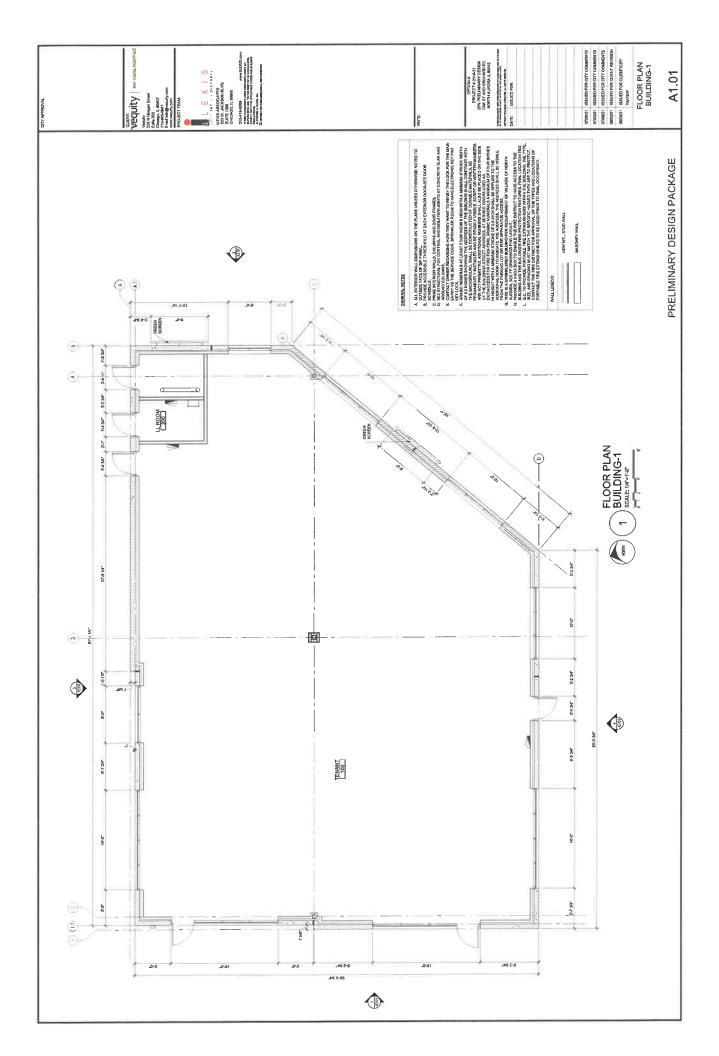
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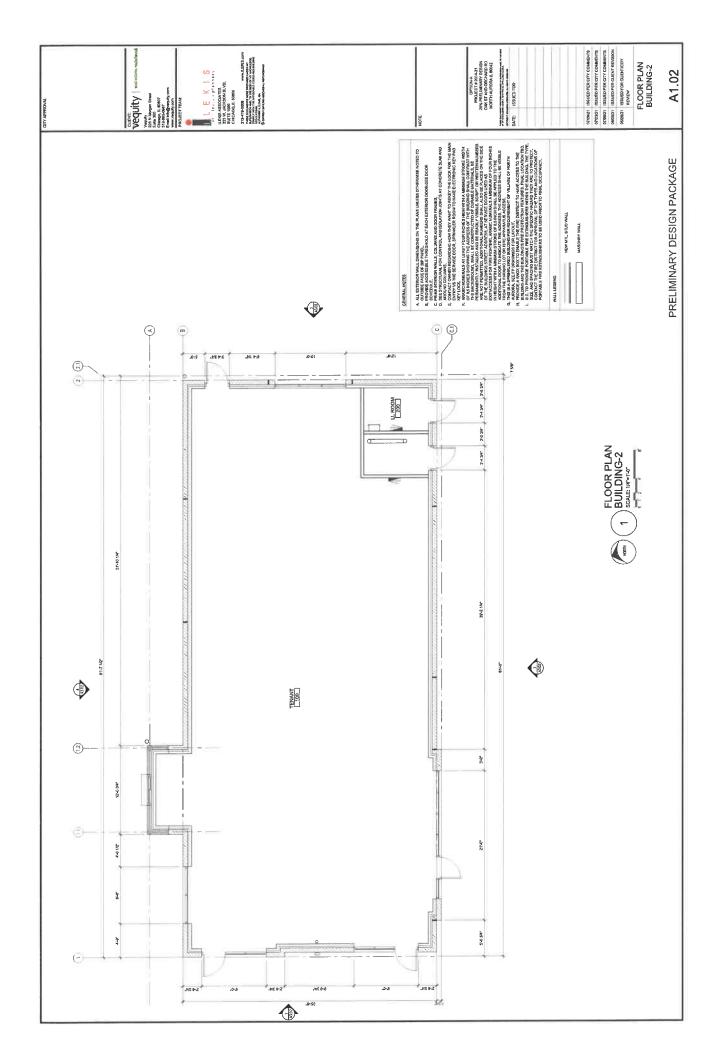
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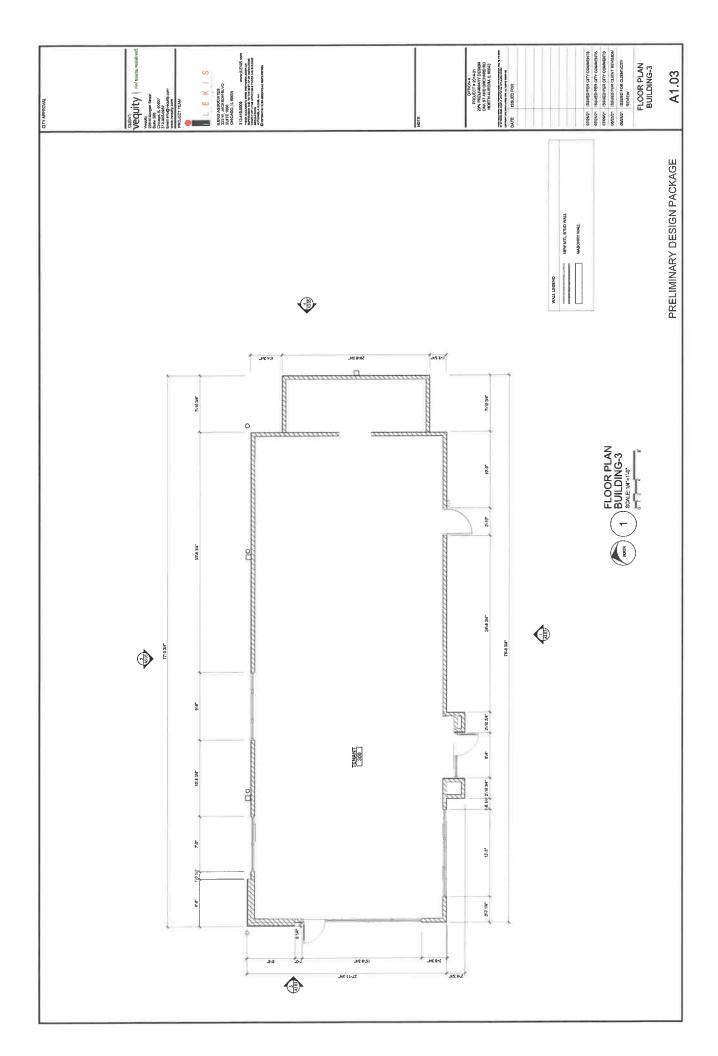
PRELIMINARY LANDSCAPE PLAN / DETAILS & NOTES

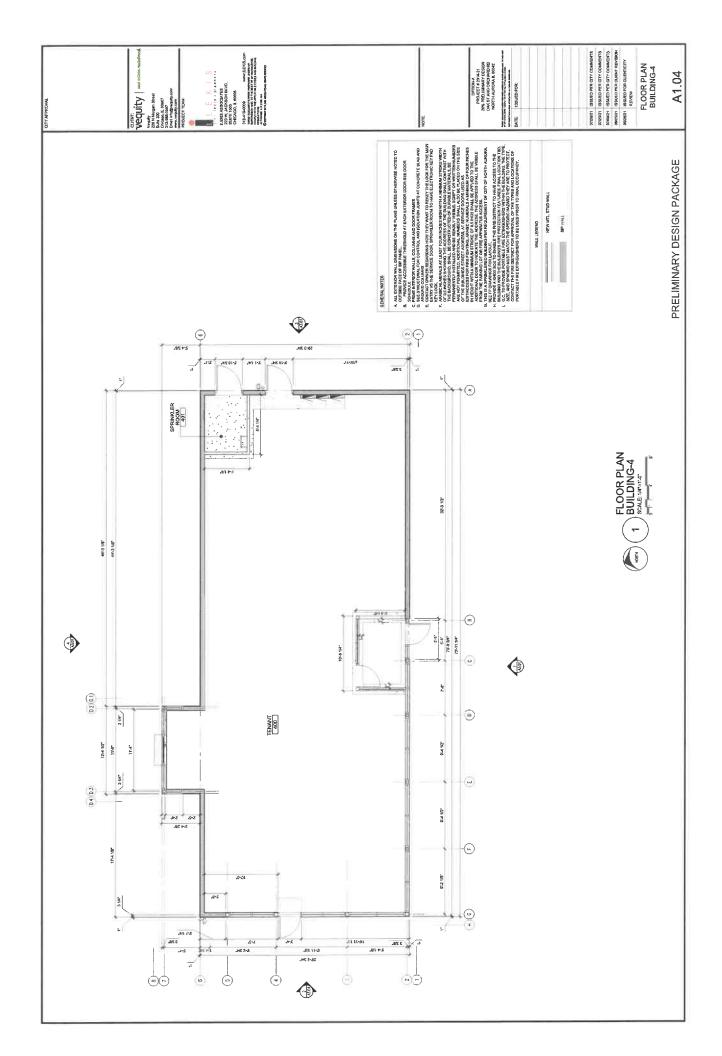
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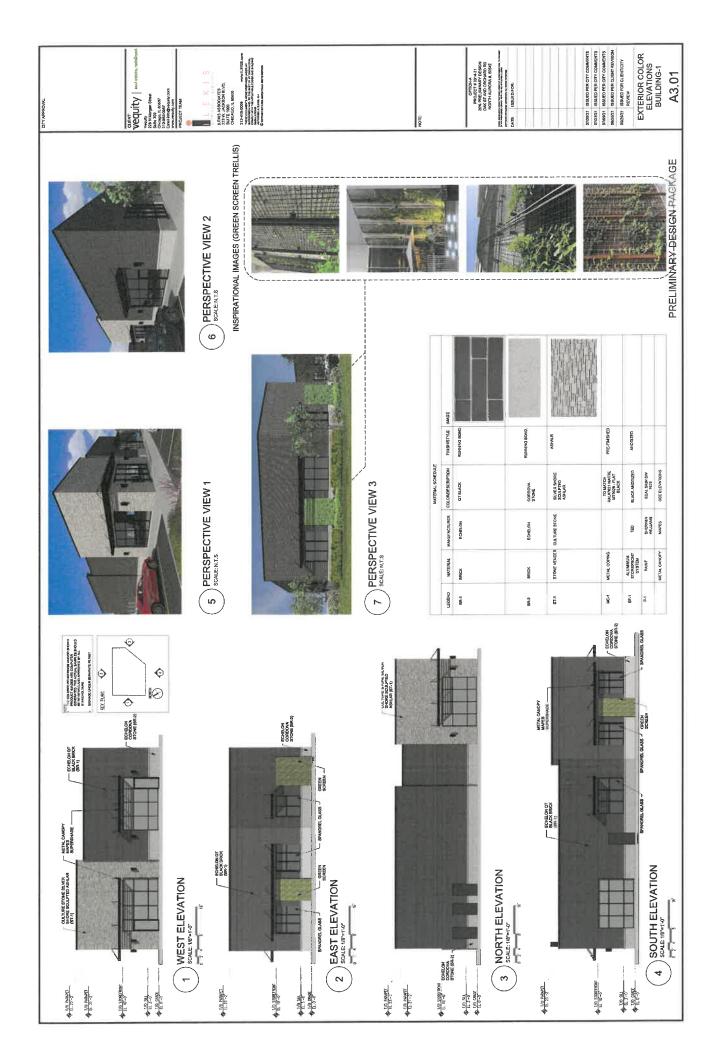
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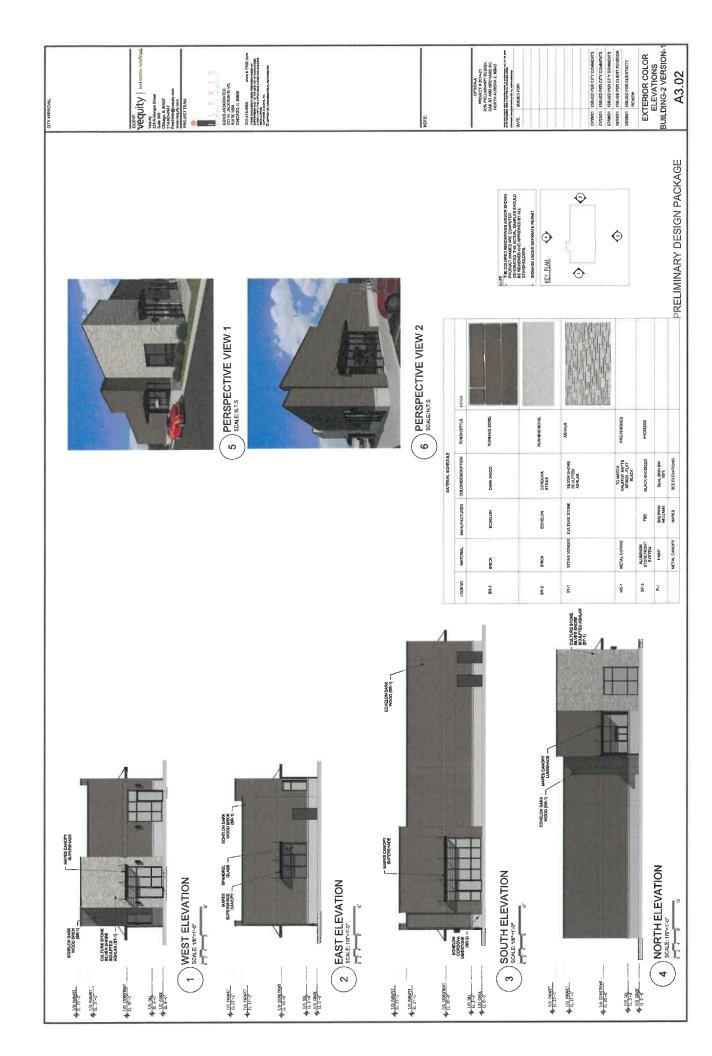


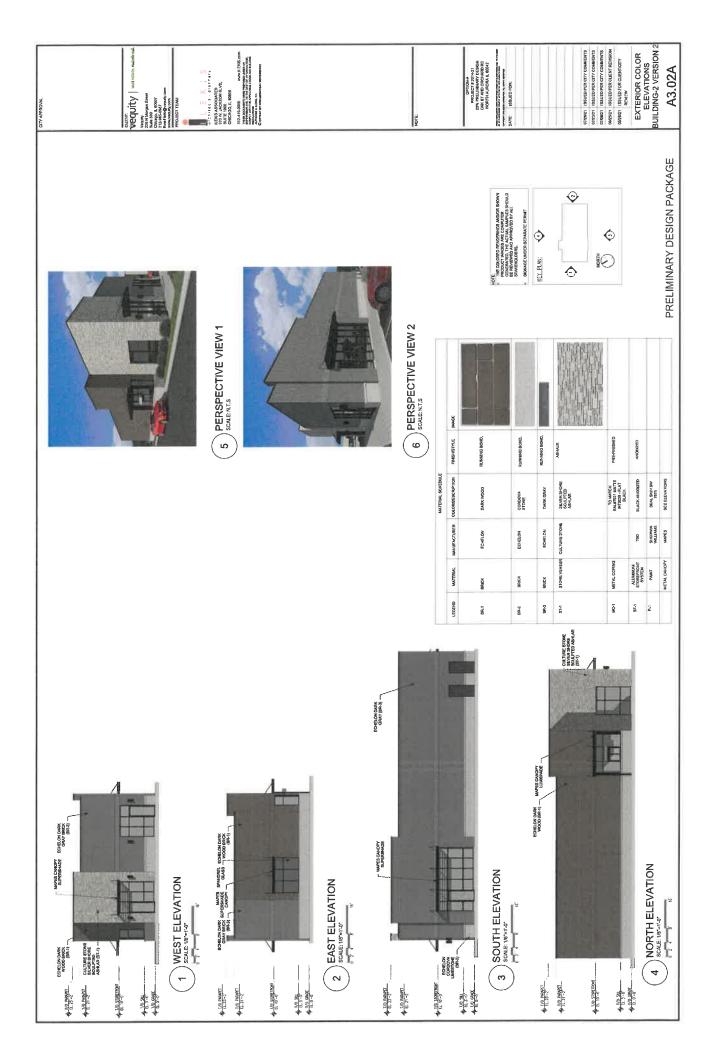


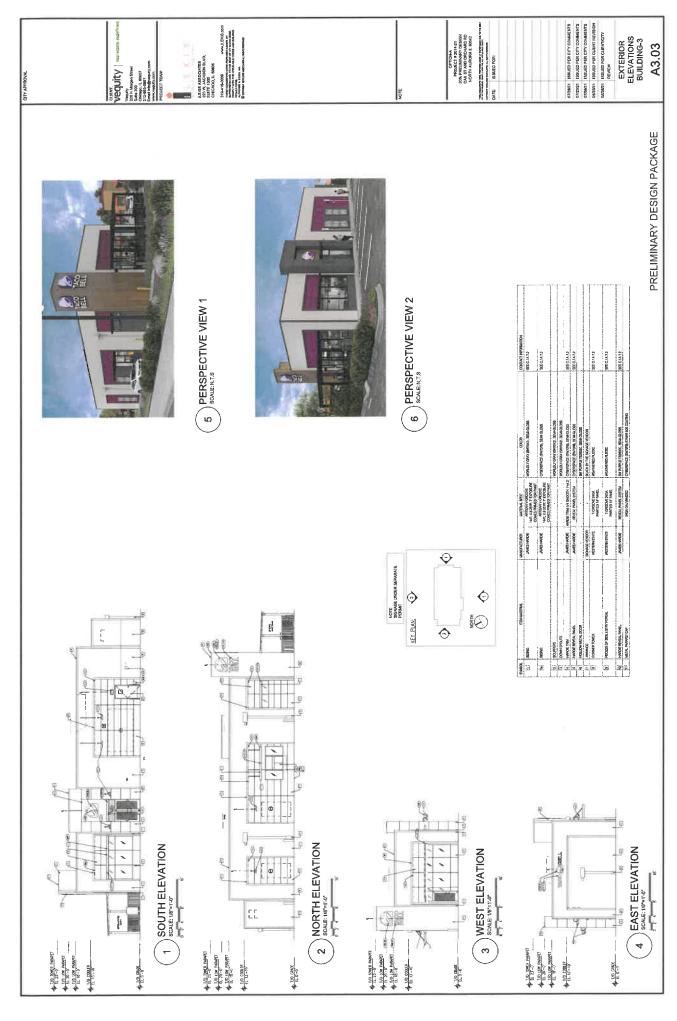


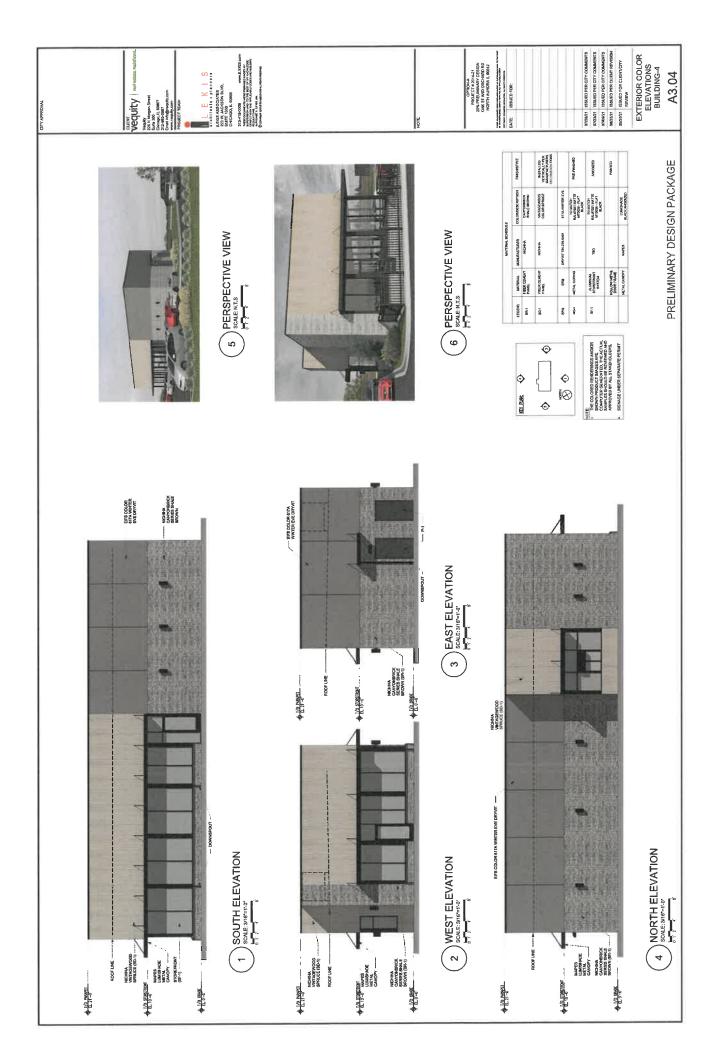












Vequity real estate, redefined.

SITE DEVELOPMENT **ORCHARD RD. & OAK ST.**

NORTH AURORA, 1L 60542 20% PRELIMINARY DESIGN PACKAGE OPTION B







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PERSPECTIVE VIEW SCALE: NTS FOR REFERENCE ONLY

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PROJECT DIRECTORY

OWNER
VEGUITY LLC
228 N MORGAN STREET
SLITE 300
CHICAGO, IL 80807
P. 312-98E-0887

ARCHTECT OF RECORD
ILEGS ASSOCIATES
223 WEST JACKBON BLVD,
SUITE 1000
CHCAGOD, IL 60000
P. 312-118-0009

CODE SUMMARY

DIGGING NOTICE

SEE OR.O! FOR ALL CODE REVIEW AND SUMMARIES
 SEE OR.O! FOR STANDARD ADA MOUNTING INFO
 SEE OR.O2 FOR GENERAL NOTES

CONTRACTOR TO VERIFY ALL LOCAL REGI DIGGING IS REQUIRED.

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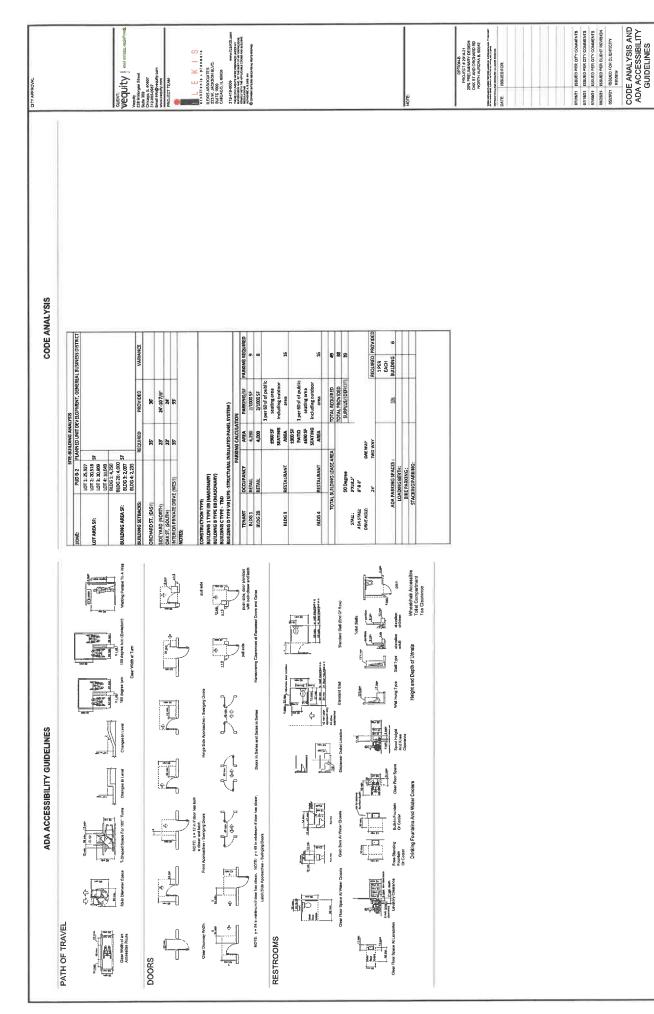
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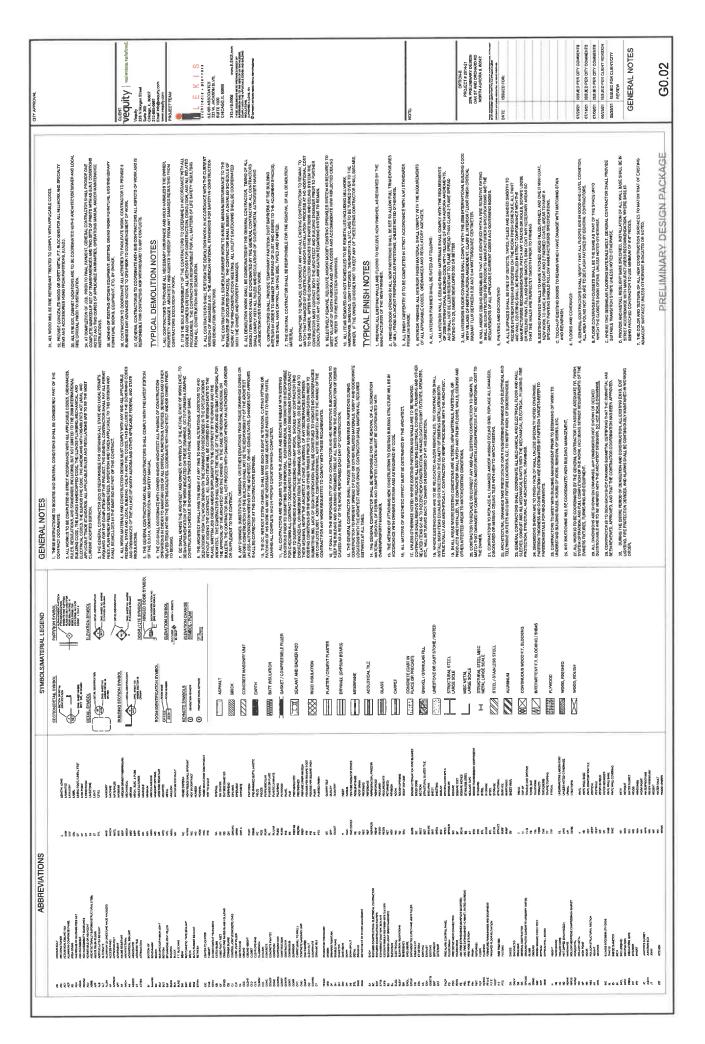
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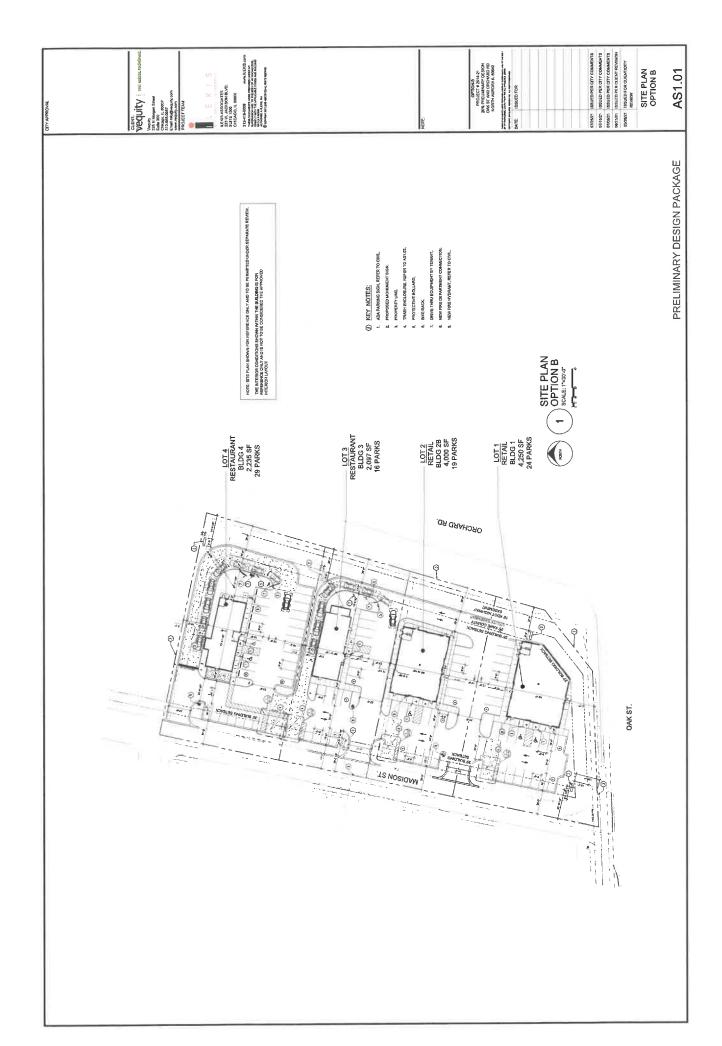
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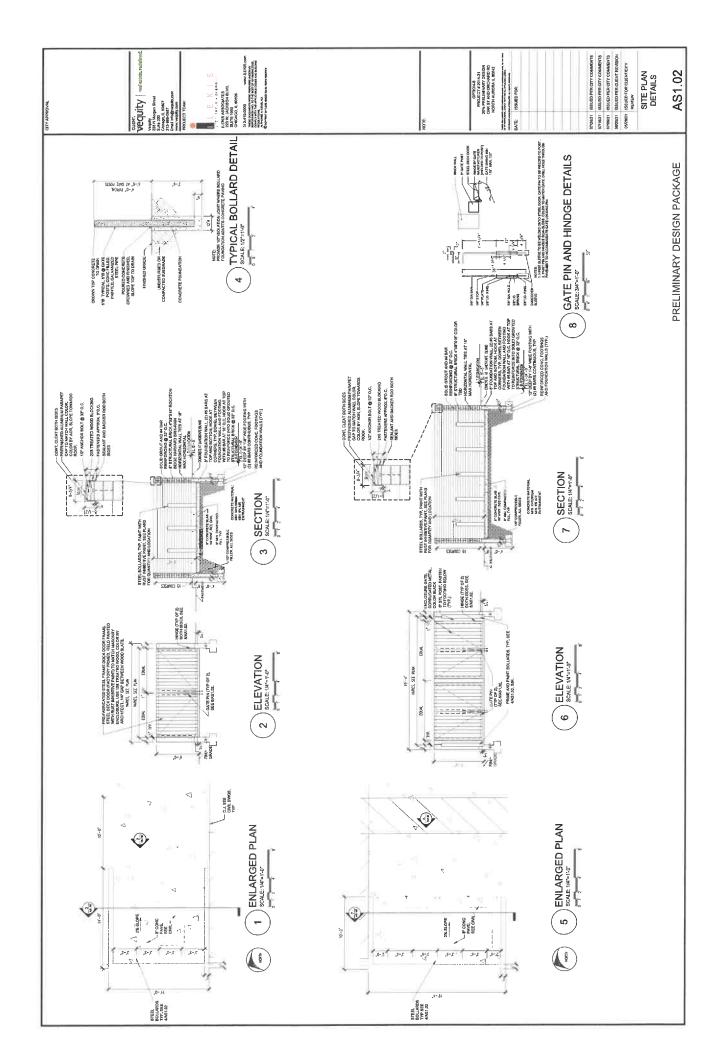
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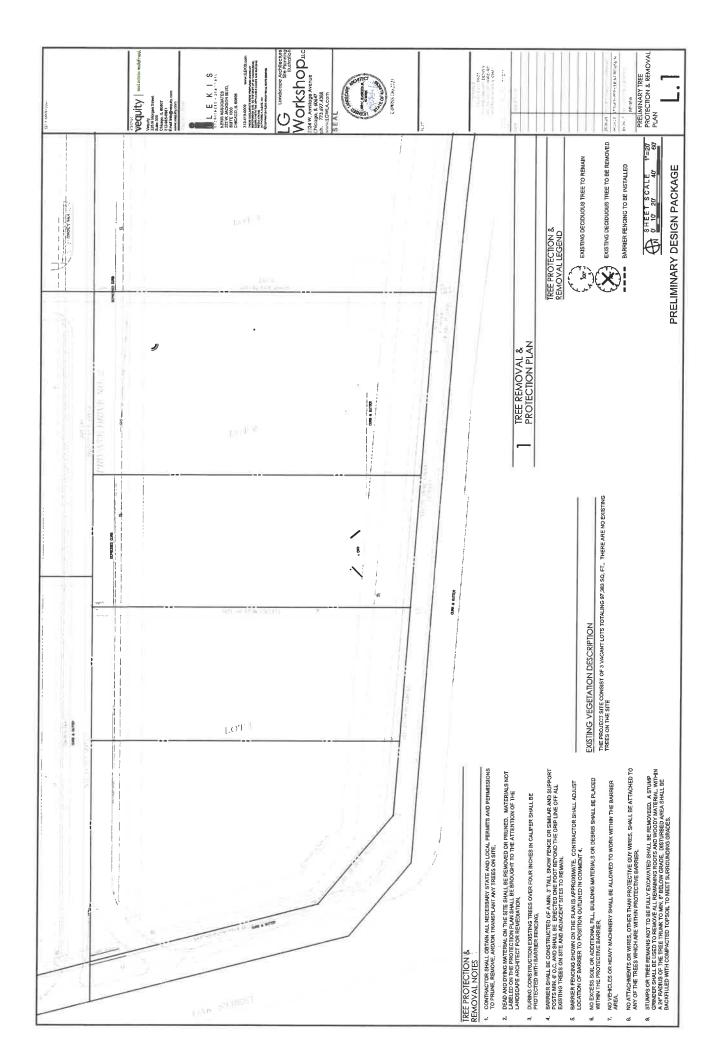


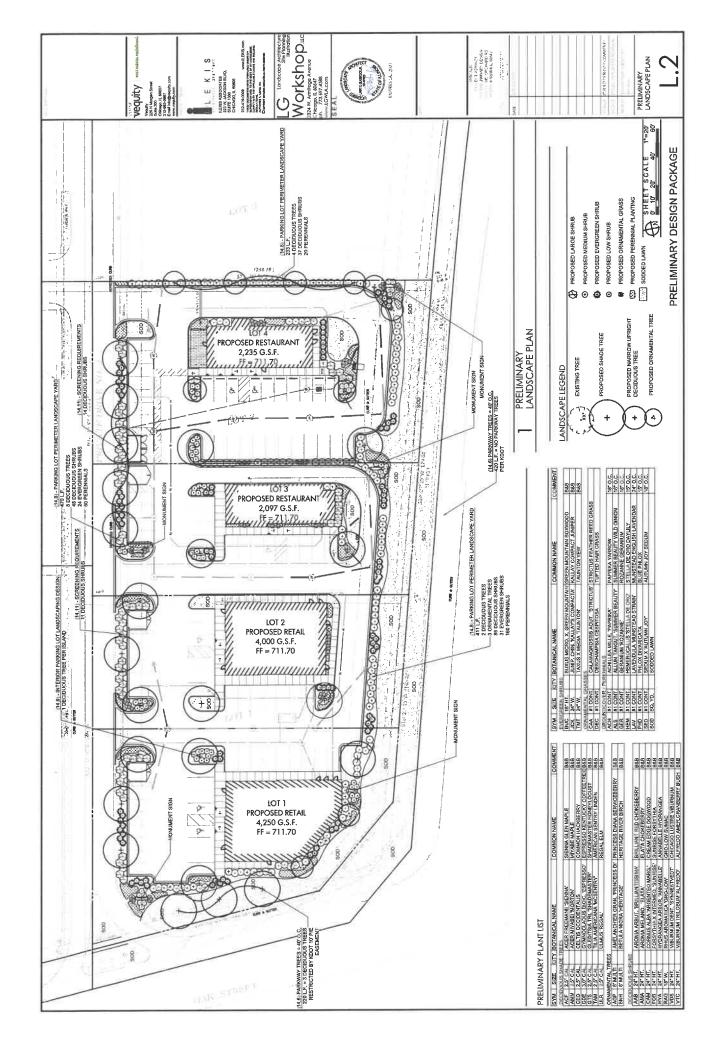
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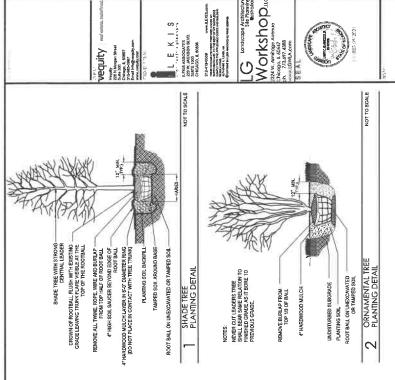












CROWN OF ROOTBALL FLUSH WITH EXISTING GRADE REMOVE BURLAP FROM TOP 1/2 OF BALL OR ENTIRE CONTAINER 3° HARDWOOD MULCH PLANTING SOIL BACKFILL

TREE AND SHRUB BACKFILL MIXTURE SHALL BE 2 PARTS EXIST, NATIVE TOPSOIL AND 1 PART SPHAGNUM PEAT MOSS W/ DECOMPOSED MANURE.

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CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL PERMITS AND PERMISSIONS TO INSTALL THE PROPOSED MPROVEMENTS.

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NURSERY TAGS (SPECIES, SIZE) FOR ALL SHADE TREES SHALL REMAIN ATTACHED TO TREES UNTIL FINAL APPROVAL FROM MUNICIPALITY.

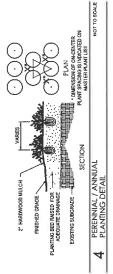
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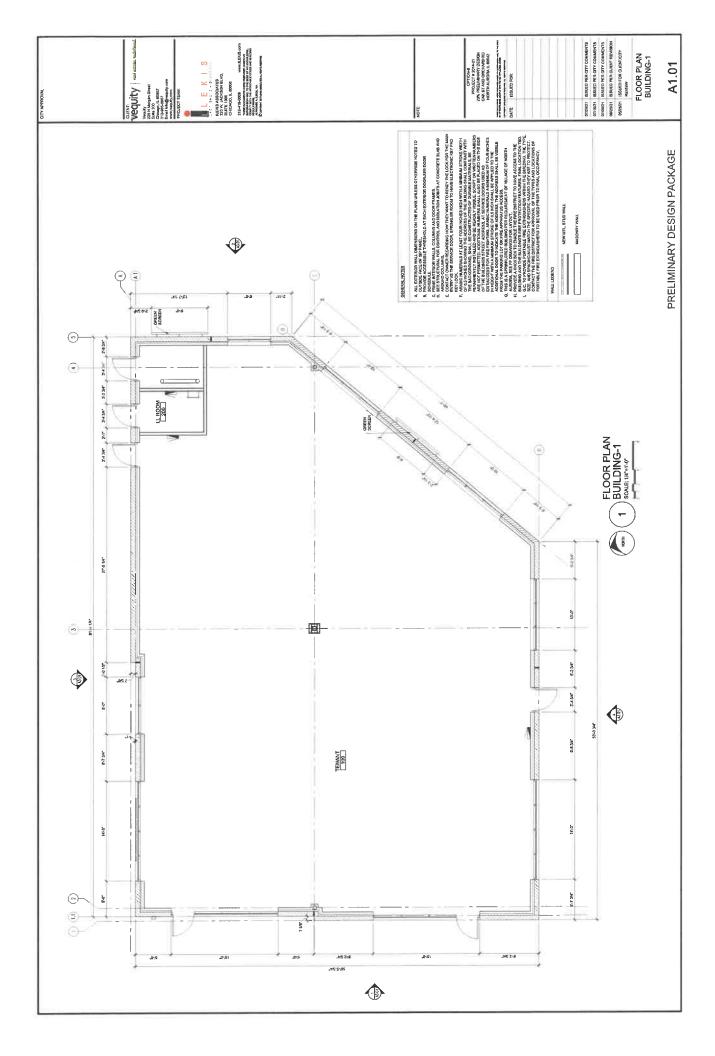
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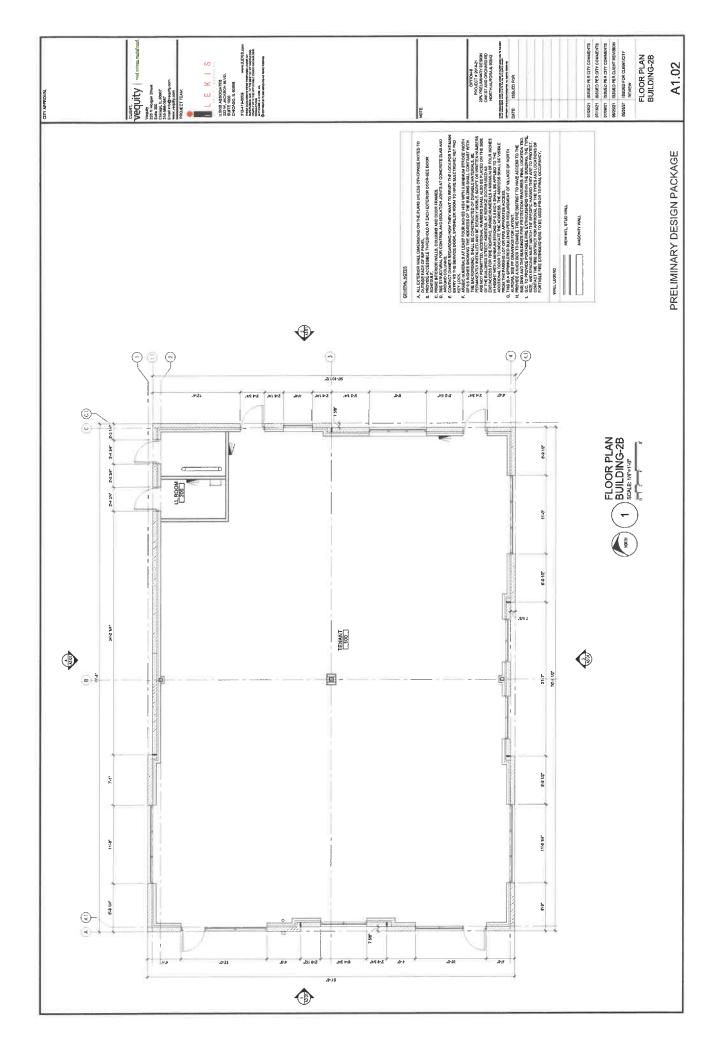
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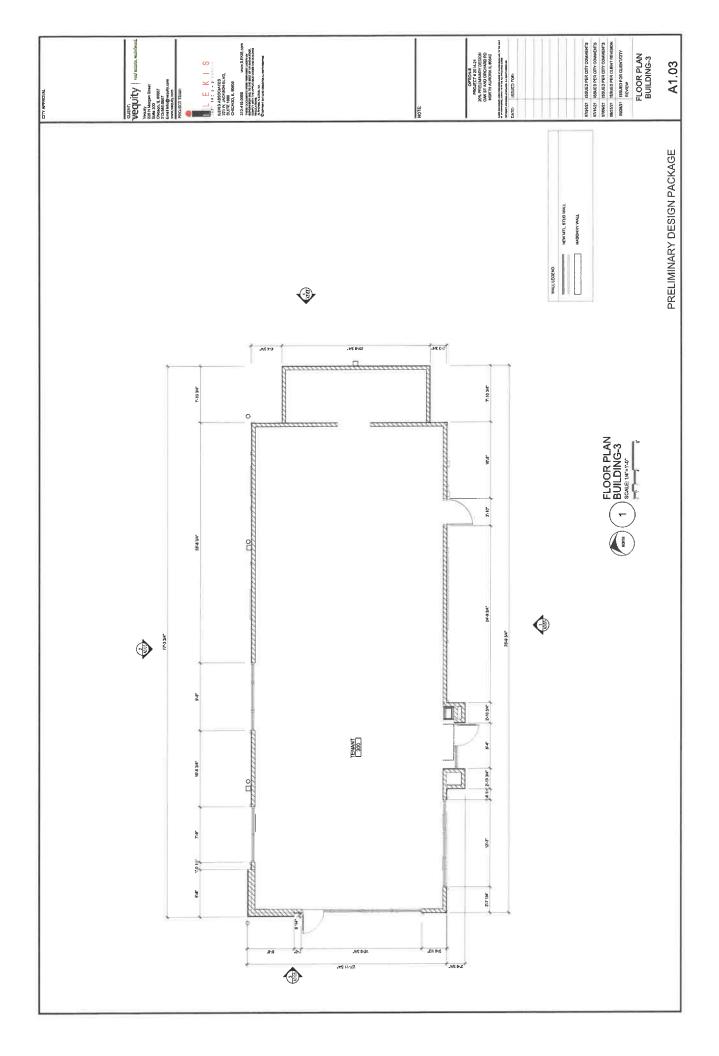
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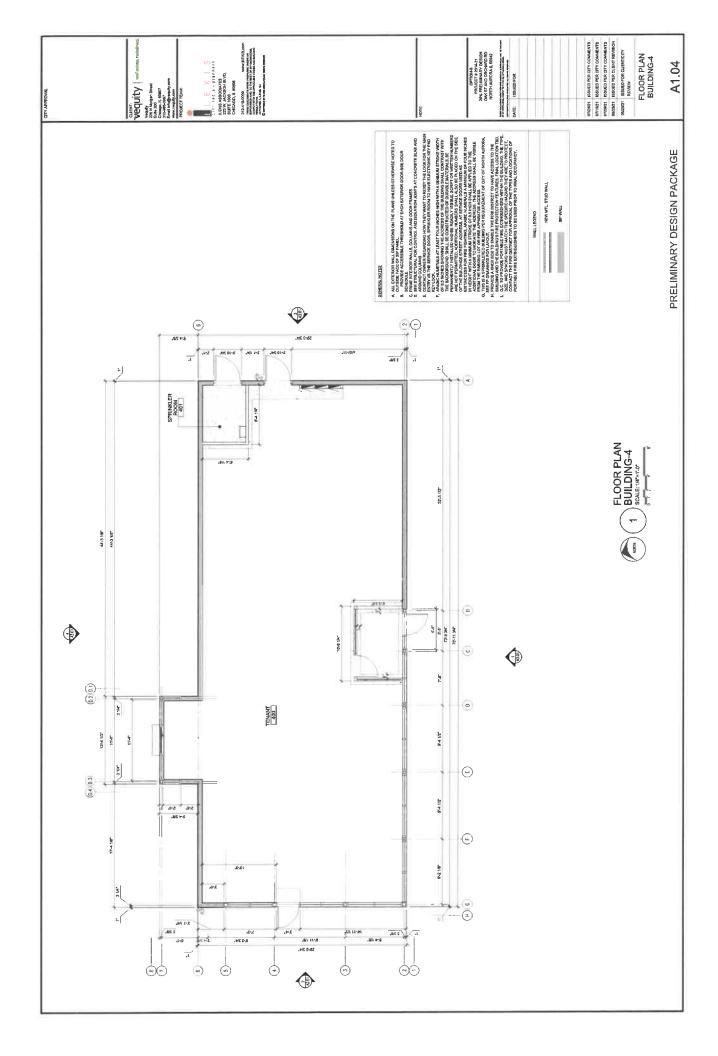
PRELIMINARY LANDSCAPE PLAN / DETAILS & NOTES

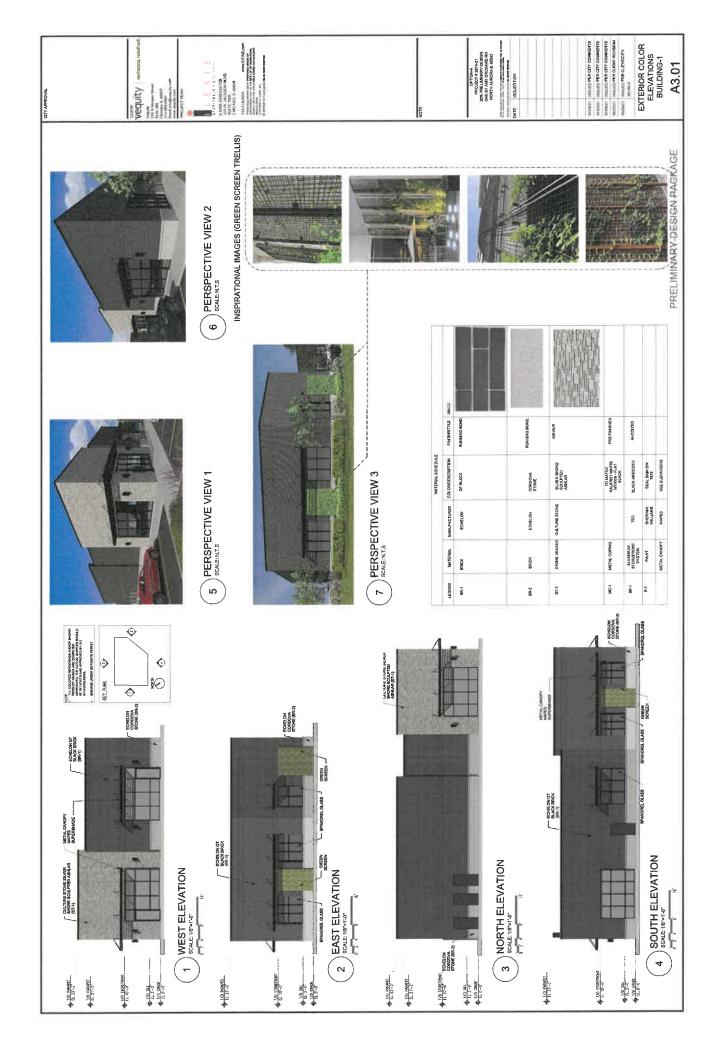
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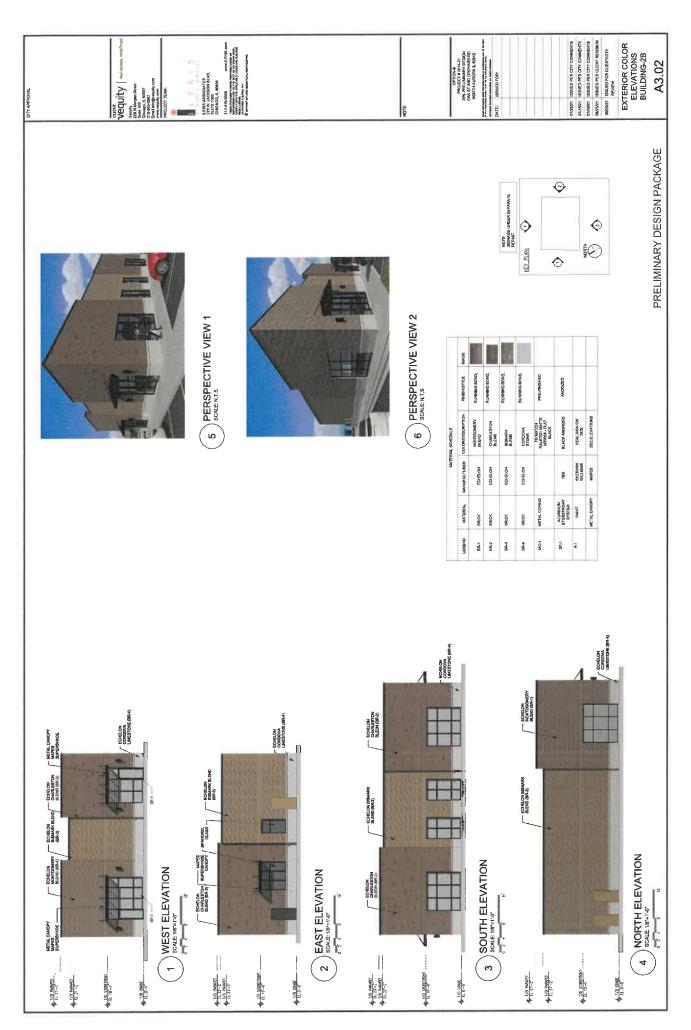


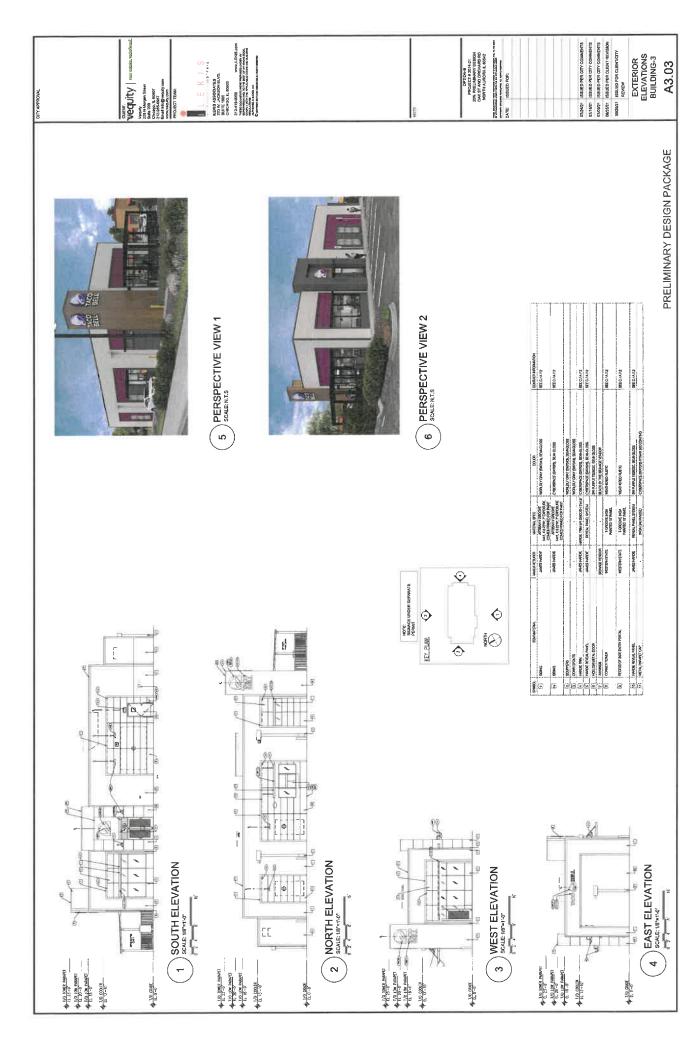


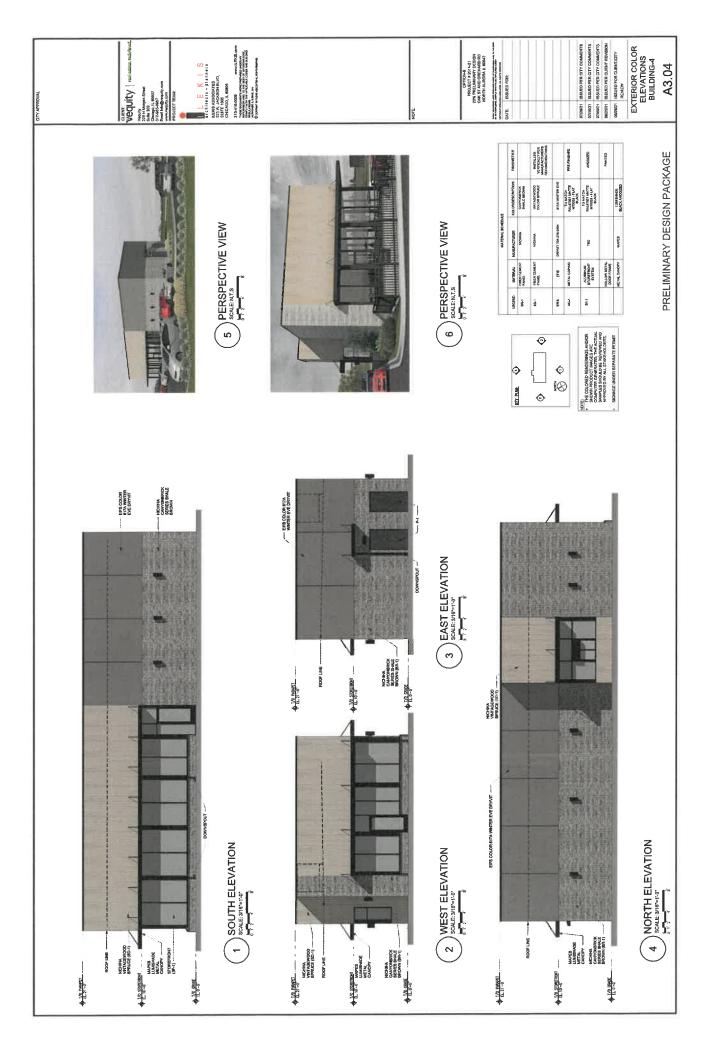












VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT: PETITION 21-07: ICE CREAM DRIVE INDUSTRIAL DEVELOPMENT

AGENDA: AUGUST 16, 2021 REGULAR VILLAGE BOARD AGENDA

ITEM

Approving a Special Use as an I-2 general Industrial Planned Development for 16.18 acres of property known as 840 Ice Cream Drive in the Village of North Aurora

DISCUSSION

The petitioner is proposing to establish an industrial planned unit development consisting of three warehouse buildings with shared stormwater facilities. One of the three buildings is existing and in use by Oberweis Dairy. The largest of the three would be a +173,400 freestanding warehouse building adjacent to Ice Cream Drive and Randall Road to be built immediately on Lot 1. The last would be a freestanding building on Lot 2. The planned use of the buildings would be Warehousing, Storage, and Distribution Facility, which is classified as a permitted use in the I-2 General Industrial District.

A public hearing was conducted on this item before the Plan Commission at their July 6, 2021 meeting. The Plan Commission unanimously recommended approval of Petition #21-07, subject to staff's conditions and three added conditions:

- In order to maintain traffic flow along northbound Randall Road, a deceleration lane shall be added along Randall Road south of the Randall Road entrance to the property;
- Confirmation shall be obtained from the Illinois Department of Natural Resources and submitted with the building permit application that the added trailer parking spaces to the northern portion of the Subject property will not have any adverse effects on any protected resources; and
- Additional screening shall be required to the north of the trailer parking stalls for approval by staff for optimal visual screening from Randall Road.

The Village Board later discussed the petition at their July 19, 2021 Committee of the Whole meeting. After several questions from the Trustees, the Board was in agreement to move forward with the petition.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No.	

APPROVING A SPECIAL USE AS AN I-2 GENERAL INDUSTRIAL PLANNED DEVELOPMENT FOR 16.18 ACRES OF PROPERTY KNOWN AS 840 ICE CREAM DRIVE 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 _____

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APPROVING A SPECIAL USE AS AN I-2 GENERAL INDUSTRIAL PLANNED DEVELOPMENT FOR 16.18 ACRES OF PROPERTY KNOWN AS 840 ICE CREAM DRIVE IN THE VILLAGE OF NORTH AURORA

WHEREAS, a petition for a Special Use as a Planned Development for certain real estate described herein (the "Petition") has been filed with the Village of North Aurora, an Illinois municipal corporation ("Village") by Ted Staszak on behalf of Transwestern Development Company, L.L.C. or an affiliate thereof ("Developer") with the consent of the property owner, Ice Cream Drive LLC ("Owner") for the real estate described below; and

WHEREAS, the parcels of real estate subject to the petition to special use/PUD are commonly known as 840 Ice Cream Drive, in the Village of North Aurora, identified by PIN numbers 15-05-400-060, 15-05-400-061, 15-04-451-001, 15-04-451-002, and 15-04-451-003, which are legally described in the document attached hereto and incorporated herein as Exhibit A ("Subject Property") and are currently I-2 General Industrial District; and

WHEREAS, the North Aurora Plan Commission ("Plan Commission") has held public hearings on the petition for a Special Use – Planned Unit Development, site plan review and resubdivision of the Subject property into three (3) lots that will be developed with two (2) warehouse buildings sharing common stormwater facilities in accordance with State and local laws, including the notice requirements for the public hearings; and

WHEREAS, the North Aurora Village Board ("Village Board") has received and reviewed the favorable recommendation of the Plan Commission with certain conditions in keeping with all the factors required to be considered for special use/PUDs and has determined that granting the special use/PUD requests is warranted and in the best interests of the Village.

NOW, THEREFORE, be it ordained by the Village Board, as follows:

SECTION 1: The recitals set forth above are incorporated into this Ordinance as the material findings of the Village Board.

SECTION 2: DEVELOPMENT OF SUBJECT REALTY

Development of the Subject Realty shall be in conformity with the Plat of Subdivision prepared by Pinnacle Engineering Group, LLC dated August 12, 2021, a copy of which is attached hereto and incorporated herein by reference as Exhibit "B", all applicable ordinances of the Village as now in effect, including the provisions for I-2 General Industrial District zoning, except as

otherwise provided or specifically varied herein, and in accordance with the additional procedures, definitions, uses, and restrictions contained herein.

A. ZONING AND LAND USE REQUIREMENTS

Except to the extent of the express and specific deviations contained in this Ordinance and the attachments hereto, the Subject Property shall be developed in compliance with the setbacks; yards distance requirements, parking spaces, and other terms and conditions of the I-2 General Industrial District and other applicable zoning, subdivision, building and other provisions of the North Aurora Code as the same exists on the effective date hereof.

- (1) <u>Deviations</u>. The building interior side yard setback requirement of fifteen feet (15') on the east property line of Lot 2, per Chapter 9.3 of the Zoning Ordinance Yard and Bulk Regulations, is hereby reduced to zero feet (0') so that there will be no interior side yard building setback line to the parcel to the east.
- (2) <u>Conditions</u>. The following conditions of the special use/PUD are hereby imposed:
 - (a) Site plan approval (non-public hearing) shall be obtained from the Plan Commission and Village Board prior to building permit issuance for the building to be located on Lot 2;
 - (b) The Owner shall provide land to the Village for the purposes of accessing the Well #8 site northwest of the Subject Property in exchange for comparable land from the Village to the Owner northeast of the Subject Property to accommodate the petitioner's stormwater detention facilities as more completely described;
 - (c) Any perimeter fencing shall be black, metallic, non-chain link construction and limited to eight (8) feet in height;
 - (d) All business activities shall be conducted completely within the confines of the buildings;
 - (e) A photometric plan shall be submitted and approved by the Village consistent with Village codes prior to building permit issuance;
 - (f) Any tree of good quality larger than six inches (6") in diameter when measured twelve inches (12") above the ground, which are not located within fifteen feet (15') of or within a building footprint, within the road footprint or in

those areas listed Section 16.12.010.C.3.a of the Subdivision Ordinance, shall be tagged by the Developer and evaluated by the Village for preservation;

- (g) On-site trucking activities shall be managed and regulated to minimize light, sound or odor emissions;
- (h) All dumpsters located on the Subject Property shall be screened in compliance with Section 14.11.A of the Zoning Ordinance;
- (i) The landscaping plan shall be updated to include a contiguous tree line for screening the added trailer parking area located along the northern portion of Lot 1;
- (j) All off-street passenger vehicle parking spaces shall be a minimum of eighteen feet (18'), six inches (6") in length;
- (k) Final right-of-way landscaping shall be approved by the Public Works Department in compliance with Village code as a condition of building permit issuance;
- (l) In order to maintain traffic flow along northbound Randall Road, a deceleration lane shall be added along Randall Road south of the Randall Road entrance to the property;
- (m) Confirmation shall be obtained from the Illinois Department of Natural Resources and submitted with the building permit application that the added trailer parking spaces to the northern portion of the Subject property will not have any adverse effects on any protected resources; and
- (n) Additional screening shall be required to the north of the trailer parking stalls for approval by staff for optimal visual screening from Randall Road.

B. PLAT OF SUBDIVISION; ENGINEERING PLANS; DEVELOPMENT PLANS

The following development plans are hereby approved, incorporated into and shall become an integral component of the special use/PUD:

- (1) The final Plat of Subdivision attached as Exhibit "B" ("Final Plat of Subdivision");
- (2) The preliminary Engineering Site Improvement Plans for the Subject Property prepared by Pinnacle Engineering Group, LLC that were submitted with the Petition attached hereto and incorporated herein as Exhibit "C" ("Preliminary Engineering Plans") are hereby approved, subject to final approval by the Village Engineer.

(3) The preliminary Development Plans for the Lot 1 that were submitted with the Petition attached hereto and incorporated herein as Exhibit "D" ("Preliminary Development Plans") are hereby approved, subject to final approval by the Community and Economic Development Director.

C. SANITARY AND WATER MAIN EXTENSIONS

Sanitary sewer and water main extensions shall be constructed in accordance with the approved Preliminary Engineering Plan.

SECTION 3: FINAL SITE PLAN AND ENGINEERING

The Community and Economic Development Director shall review each final plan to ensure conformity with the preliminary plan and all Village regulations. After the approval of the final plan, the use of the land and the construction, modification or alteration of any buildings or structures within the planned unit development will be governed by the approved final plan and any other provisions of this Ordinance.

SECTION 4: LAND SWAP

In conjunction with the approval of the special use/PUD and Site Plans, the Owner has agreed to convey to the Village the parcel of property legally identified and depicted on the document attached hereto and incorporated herein by reference as Exhibit "E" (the "Parcel to the Village"), and the Village has agreed to convey to the Owner the parcel of property legally identified and depicted on the document attached hereto and incorporated herein by reference as Exhibit "F" (the "Parcel to the Owner") and the temporary grading easement over and across the parcel of property legally identified and depicted on the document attached hereto and incorporated herein by reference as Exhibit "G" (the "Grading Easement"). The Parties shall cooperate and work together to complete the transfers of title to the Parcel to the Village and the Parcel to the Owner in a timely manner following approval of the PUD, in keeping with the requirements of the Village for the conveyance and acquisition to real property prescribed in the Illinois Municipal Code. The Grading Easement shall be conveyed by an appropriate grant of easement and shall remain in effect until the grading work for the site development has been completed.

SECTION 5: CHANGES TO THE PLANNED UNIT DEVELOPMENT

The Subject Realty shall be developed in compliance with this Ordinance. Technical and minor changes may be approved by the Community and Economic Development Director with the advice and recommendation of the Village Engineer and/or Fire Chief of the North Aurora and Countryside Fire Protection District as appropriate. Technical changes shall include any change

to the engineering plans and specifications, and any change to the building plans, which is determined by the Community and Economic Development Director, or Building Inspector, as the case may be (i) in substantial compliance with the Preliminary Development Plans as approved by the Village Board; (ii) in compliance with the Village ordinances, except as specifically varied herein; and (iii) in compliance with good engineering practice. Such technical and minor changes may be approved by the Community and Economic Development Director, or Building Inspector, as the case may be without Board approval. Any other changes that are not of a technical or minor nature must be approved in accordance with the procedures and provisions set forth in Chapter 5 of the North Aurora Zoning Ordinance.

SECTION 6: ON-SITE EASEMENTS AND IMPROVEMENTS

A. GRANT OF EASEMENTS

At the time of recordation of the final plat for the Subject Realty, Developer shall grant to the Village, at no cost to the Village, on-site easements necessary for the provision of public improvements, including but not limited to easements for sanitary sewer, water main, electric utility, storm sewer, storm water detention and retention, and drainage facilities of sufficient capacity and elevation to provide free flowing and unobstructed outfall of storm water from areas tributary to the Subject Realty, as depicted on the Development Plans or as required by the Village Ordinance. Except for such time to effectuate the reconnection of any public utility system, there shall be no disruption or discontinuation of the operation of any public utility system, or storm or surface water drainage system by virtue of establishing new easements and vacation of any of existing easements.

B. ABROGATION OF UNUSED EASEMENTS

Subject to the requirements of this Section and at the time of recordation of the final plat for the Subject Realty, the Village shall vacate or fully cooperate with Developer in causing the vacation of any easements currently located upon portions of the Subject Realty that are no longer of use or required by the Village, if any ("Vacated Easements"). During the development of the Subject Realty, if Developer determines that any other existing utility easements and/or lines require relocation to facilitate development of the Subject Realty in accordance with the applicable approved plans, the Village shall fully cooperate with the Developer in causing the vacation and relocation of such additional existing easements. If any easement granted to the Village as a part of the development of the Subject Realty is subsequently determined to be in error or located in a manner inconsistent with the intended development of the Subject Realty as reflected on any of the approved plans or in this Ordinance, the Village shall fully cooperate with Developer in vacating and relocating such easement and utility facilities located therein, which costs shall be borne by the Developer having responsibility therefor. Notwithstanding the foregoing, and as a condition precedent to any vacation of any easement, the responsible Developer shall pay for the cost of design and relocation of any such easement and the public utilities located therein.

SECTION 7: GUARANTY FOR PUBLIC IMPROVEMENTS

After approval of the final plat and prior to signature by the President, Developer shall present a corporate surety bond or letter of credit to guarantee completion of water distribution lines, sanitary sewer lines, storm water sewer lines, detention and retention facilities, and other applicable subdivision improvements identified in the Development Plans to be dedicated to the Village or other governmental body ("Public Improvements") for the development so platted as required by this Ordinance (guaranteeing completion and payment of the Public Improvements), herein sometimes collectively referred to as the "Guarantee for Completion", naming the Village as beneficiary or obligee, as required and in keeping with the Village Code requirements.

SECTION 8: MAINTENANCE OF COMMON FACILITIES

Developer shall either establish covenants and an owners' association or some other mechanism designed, at a minimum, to provide for the maintenance of the following improvements after completion and approval by the Village: stormwater detention and retention basins, stormwater sewer lines directly serving such basins, and surface drainage facilities; the landscaping located on the perimeter and common areas, including trees; any entry monuments; and any sidewalks ("Common Facilities"). The Village shall establish a back-up special service area for the purpose of maintaining the Common Facilities in the event the owners' association and/or the property owners fail to do so. The covenant or other mechanism for providing for the maintenance of the Common Facilities benefitting a particular Lot shall be established and submitted to the Community Development and Economic Development Director for confirmation of compliance with this provision before the first occupancy permit for that Lot shall be approved. The cost to maintain such common facilities by way of the back-up special service area shall be determined by the cost of contracted services approved by the Village pursuant to a public bidding process.

SECTION 9: COMPLIANCE WITH STATE STATUTES

In the event that any one or more provisions of this Ordinance do not comply with any one or more provisions of the Illinois Compiled Statutes, the Village and Developer, and all of their respective successors and assigns, agree to cooperate to comply with said provisions which shall include, but not limited to, the passage of resolutions and ordinances to accomplish such compliance.

SECTION 10: CONFLICT IN REGULATIONS AND ORDINANCES

The provisions of this Ordinance shall supersede the provisions of any ordinance, code, or regulation of the Village which may be in conflict with the provisions of this Ordinance. However,

all ordinances which are not inconsistent with or contrary to this Ordinance shall be applicable to the Subject Realty.

SECTION 11: INCORPORATION OF EXHIBITS

All exhibits attached to this Ordinance are hereby incorporated herein and made a part of the substance hereof.

SECTION 12: EFFECTIVE DATE

This Ordinance shall become effective from and after its passage and approval in accordance with law.

		Village of North Auro	ora, Kane County, Illinois
this day of	, 2021, A.D.		
Passed by the Board of Trustee day of, 20	_	North Aurora, Kane Co	ounty, Illinois this
Mark Carroll		Laura Curtis	
Mark Guethle		Michael Lowery	
Todd Niedzwiedz		Carolyn Bird Salaz	ar
Approved and signed by me as Kane County, Illinois this			Village of North Aurora,
ATTEST:		Mark Gaffino, V	Tillage President
Jessi Watkins, Village Clerk			

Exhibit A

Legal Descriptions

PARCEL 1:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET TO THE POINT OF BEGINNING AT THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 175.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER: THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 2717.85 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 30 FEET EASTERLY OF AND PARALLEL (OR CONCENTRIC) WITH THE CENTERLINE OF COUNTY ROAD 14 (RANDALL ROAD); THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR AN ARC DISTANCE OF 96.08 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.58 FEET FOR AN ARC DISTANCE OF 262.50 TO THE NORTHWEST CORNER OF OBERWEIS DAIRY SUBDIVISION AS RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238 IN KANE COUNTY, ILLINOIS; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 1549.44 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG THE NORTHERLY EXTENSION OF THE MOST EASTERLY LINE OF SAID SUBDIVISION, 161.72 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 420 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SERVICE MASTER SUBDIVISION (AS MEASURED ALONG SAID EASTERLY LINE AND SAID EASTERLY LINE EXTENDED NORTHERLY); THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, PARALLEL WITH SAID NORTHERLY LINE, 412.24 FEET TO THE WEST LINE OF UNIT TWO, NORTH AURORA INDUSTRIAL PARK AS RECORDED JULY 28, 1975 AS DOCUMENT 1334883; THENCE NORTH 00 DEGREES 23 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE, 180.07 FEET TO THE NORTHERLY LINE OF SAID UNIT TWO; THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, ALONG SAID NORTHERLY LINE, 665.55 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST. ALONG SAID EAST LINE, 549.89 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, IN KANE COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH HALF OF SECTION 5. TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5: THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET TO THE POINT OF BEGINNING AT THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 175.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 2717.46 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 30 FEET EASTERLY OF AND PARALLEL (OR CONCENTRIC) WITH THE CENTERLINE OF COUNTY ROAD 14 (RANDALL ROAD); THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR AN ARC DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY: THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, ALONG SAID PARALLEL LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG SAID PARALLEL (OR CONCENTRIC) LINE, BEING ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR AN ARC DISTANCE OF 62.55 FEET; THENCE NORTH 89 DEGREES 27

MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION AS RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238 IN KANE COUNTY, ILLINOIS, 1260.60 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 4 THEREOF; THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, 200.00 FEET TO THE NORTHEAST CORNER OF LOT 4 IN SAID OBERWEIS DAIRY SUBDIVISION; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION 305.54 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG THE NORTHERLY EXTENSION OF THE MOST EASTERLY LINE OF SAID SUBDIVISION, 161.30 FEET TO THE POINT OF INTERSECTION WITH A LINE CONSTRUCTED 420 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SERVICE MASTER SUBDIVISION (AS MEASURED ALONG SAID EASTERLY LINE AND SAID EASTERLY LINE EXTENDED NORTHERLY); THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, PARALLEL WITH SAID NORTHERLY LINE, 412.30 FEET TO THE WEST LINE OF UNIT TWO, NORTH AURORA INDUSTRIAL PARK AS RECORDED JULY 28, 1975 AS DOCUMENT 1334883; THENCE NORTH 00 DEGREES 23 MINUTES 53 SECONDS EAST, ALONG THE WEST LINE, 180.02 FEET TO THE NORTHERLY LINE OF SAID UNIT TWO; THENCE NORTH 89 DEGREES 42 MINUTES 32 SECONDS EAST, ALONG SAID NORTHERLY LINE, 666.0 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER: THENCE NORTH 00 DEGREES 23 MINUTES 21 SECONDS EAST, ALONG SAID EAST LINE, 549.98 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT PROPERTY CONVEYED BY TRUSTEE'S DEED RECORDED FEBRUARY 15, 2018 AS DOCUMENT 2018K007531 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5. THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, 2717.16 FEET TO A POINT 0.30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD; THENCE SOUTHERLY CONCENTRIC WITH THE CENTERLINE OF RANDALL ROAD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, PARALLEL WITH SAID CENTERLINE 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 62.55 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION, 25.15 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, ALONG SAID PARALLEL LINE, 138.16 FEET; THENCE SOUTH 09 DEGREES 39 MINUTES 33 SECONDS EAST, 28.00 FEET; THENCE SOUTH 86 DEGREES 04 MINUTES 48 SECONDS WEST, 140.00 FEET; THENCE NORTHERLY, 36.00 FEET, ON THE ARC OF A CURVE TO THE LEFT. HAVING A RADIUS OF 5784.65 FEET HAVING A CHORD BEARING OF NORTH 05 DEGREES 03 MINUTES 49 SECONDS WEST AND A CHORD DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 2 AND 3 IN OBERWEIS DAIRY SUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 3:

LOT 4 IN OBERWEIS DAIRY SUBDIVISION (EXCEPT THE EAST 241.00 FEET THEREOF), BEING A

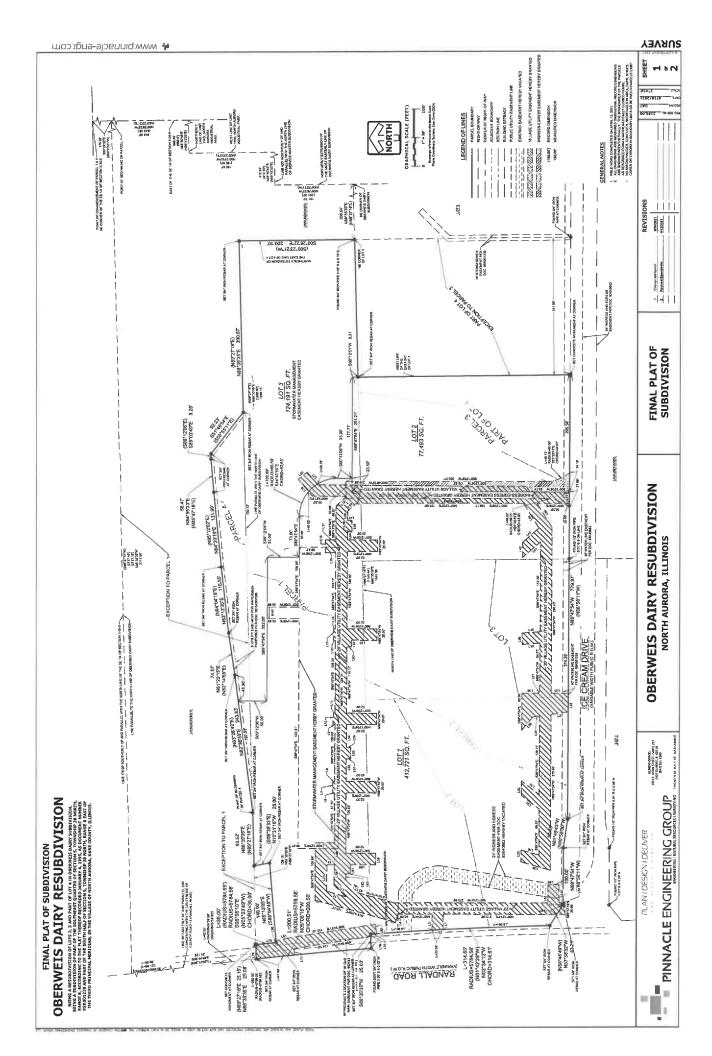
SUBDIVISION IN PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 6, 1995 AS DOCUMENT 95K001238, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, 2717.46 FEET TO A POINT 30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD; THENCE SOUTHERLY, CONCENTRIC WITH THE CENTERLINE OF RANDALL ROAD, ALONG CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 53 MINUTES 05 SECONDS EAST, PARALLEL WITH SAID CENTER LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 62.55 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION 256.76 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 83 DEGREES 28 MINUTES 42 SECONDS EAST, 243.83 FEET; THENCE NORTH 82 DEGREES 14 MINUTES 58 SECONDS EAST, 74.57 FEET; THENCE NORTH 84 DEGREES 04 MINUTES 18 SECONDS EAST, 116.55 FEET; THENCE NORTH 85 DEGREES 12 MINUTES 02 SECONDS EAST, 131.89 FEET; THENCE NORTH 85 DEGREES 47 MINUTES 16 SECONDS EAST, 58.47 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 06 SECONDS EAST, 9.28 FEET; THENCE SOUTH 50 DEGREES 55 MINUTES 11 SECONDS EAST, 92.23 FEET TO SAID PARALLEL LINE; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, 702.72 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

CONTAINING 704,782 SQUARE FEET OR 16.1796 ACRES

<u>Exhibit B</u>
Final Plat of Subdivision



COMMUNITY DEVELOPMENT DIRECTOR

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REVISIONS

 $\Pi\Pi$ EN EZBERT White comments Revised Essenants -|-||

PINNACLE ENGINEERING GROUP

OBERWEIS DAIRY RESUBDIVISION NORTH AURORA, ILLINOIS

FINAL PLAT OF SUBDIVISION

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SURVEY

Exhibit C
Preliminary Engineering Plans

ENGINEERING IMPROVEMENT PLANS

RANDALL ROAD REDEVELOPMENT

LEGEND

PRECAST FLARED END SECTION

VALVE VAULT

SUFFALO BOX

SANITARY MANHOLE STORM MANHOLE CATCH BASIN

NORTH AURORA, ILLINOIS 840 ICE CREAM DRIVE

PLANS PREPARED FOR



TRANSWESTERN DEVELOPMENT COMPANY

200 W MADISON STREET, CHICAGO, ILLINOIS 60606 (312) 881-7000

EXISTING CONDITIONS & DEMOLITION PLAN FOX METRO PROJECT SPECIFICATIONS SITE DIMENSIONAL & PAVING PLAN

GRADING PLAN UTILITY PLAN

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ATTACHMENTS

L-1 - L-7 LANDSCAPING PLANS

C-9 - C-11 CONSTRUCTION STANDARDS SITE STABILIZATION PLAN

INDEX OF SHEETS

PROJECT SPECIFICATIONS



LOCATION MAP

CONTACTS

ASWESTERN DEVELOPMENT COMPANY STUCHLY- VICE PRESIDENT, CONSTRUCTION N. MADISON STREET, SUITE 1200

THUNGLE ENGINEERING GROUP, LLC BRIAND, JOHNSON, PE, CPESC, SPRIOR PROJECT HANNGR DSI EAST MAIN STREET | SUITE 217 SYST DANGE, ILLINOIS 60118 650551-5300

RANULAR TRENCH BACKFILL ELECTRICAL TRANSFORMER OR PEDESTAL POWER POLE POWER POLE WITH LIGHT

JIRITY CROSSING

STORM SEWER

WATER MAIN

LIGHTING ELECTRICAL CABLE

TILLAGE OF NORTH AURORA - PUBLIC WORKS

VILLAGE OF NORTH AURORA - MICE TOTH, COMMUNITY & ECDN 25 EAST STATE STREET NORTH AURORA, IL 60542 630-906-7498

UTILITY CONTACTS

NATURAL GAS NICOR GAS (847) 443-8157 SOMED (800) 334-7651

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SOIL BORING

GENERAL NOTES

BENCHMARKS

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RANDALL ROAD REDEVELOPMENT 840 ICE CREAM DR. NORTH AURORA, ILLINOIS

REVISIONS

Formerly JULY 1-600-592 PINNACLE ENGINEERING GROUP, LLC Swing Johnson

Know what's below.

ISSUED FOR REVIEW

DRAINAGE CERTIFICATE

DATED THIS 11TH DAY OF MAY, 2021.

INVACLE ENGINEERING CROUP ILLINOIS DESIGN FIRM REGISTRATION NUMBER.

PINNACLE ENGINEERING GROUP INTERNATIONAL NETWORKS AND STREET PROPERTY OF THE P

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ABBREVIATIONS

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REVISIONS

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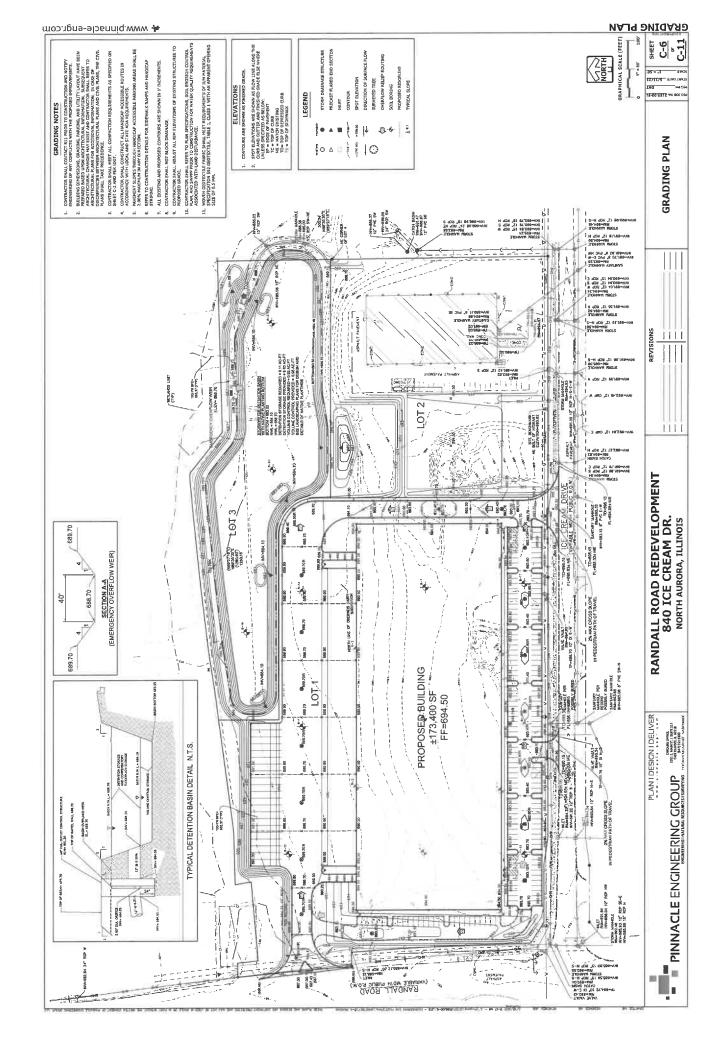
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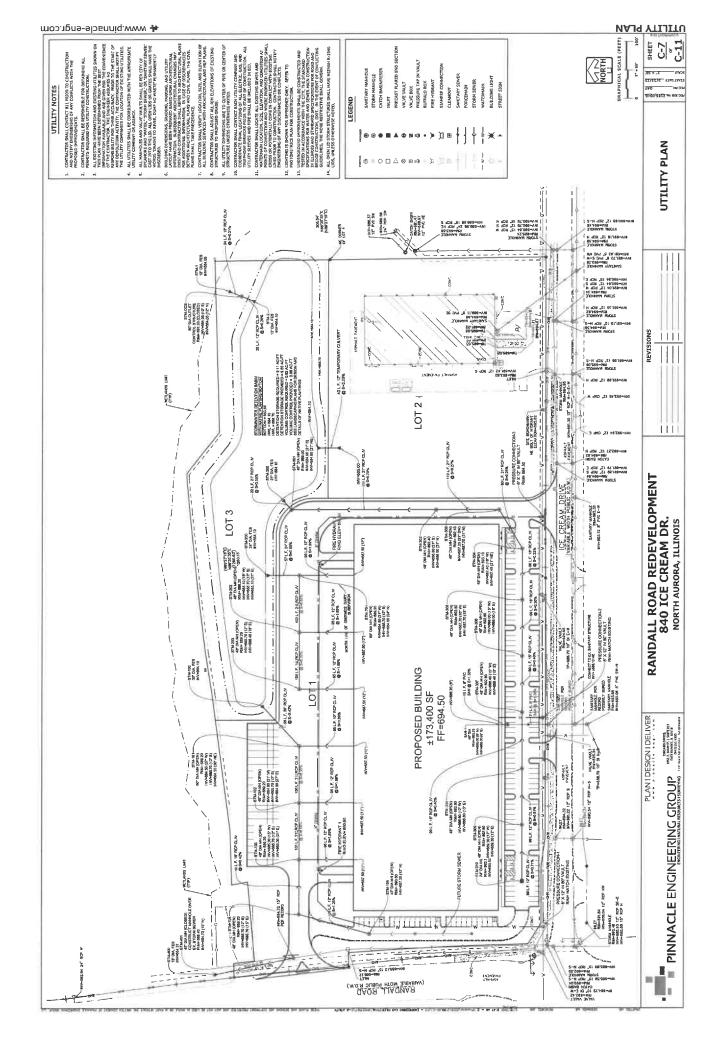
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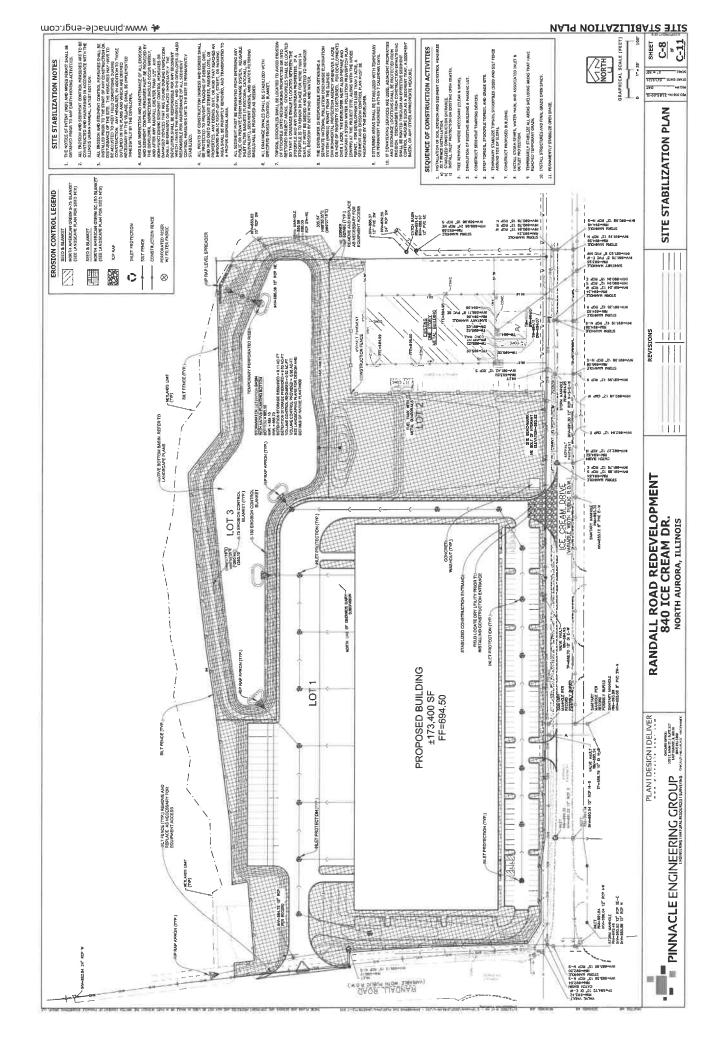
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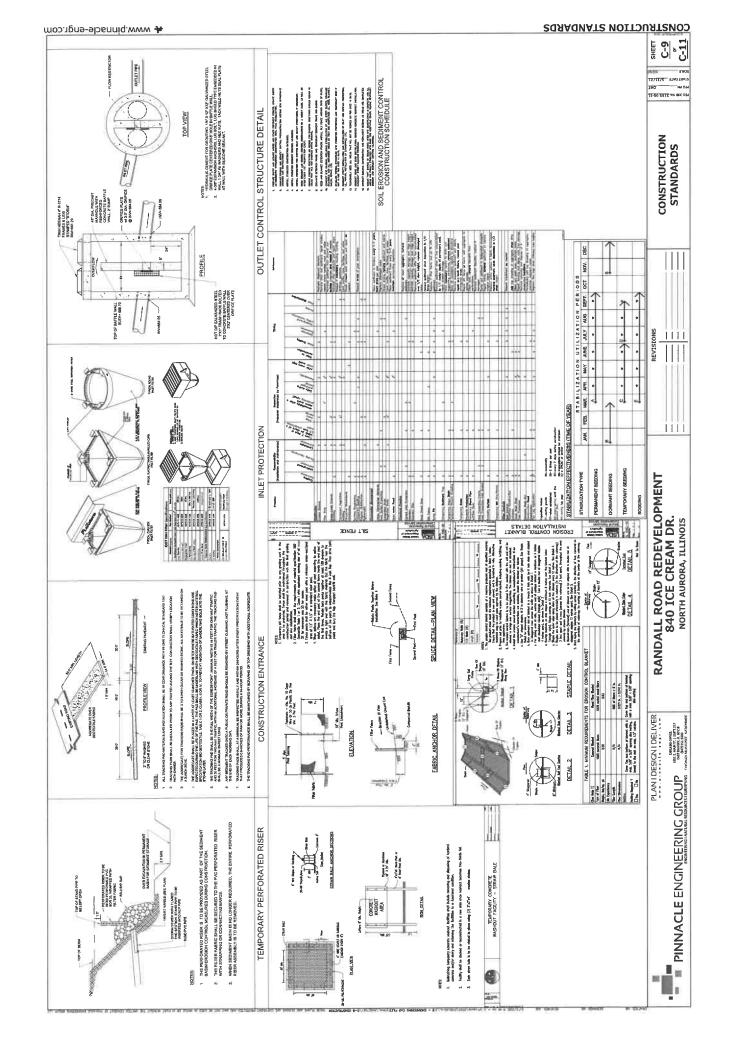
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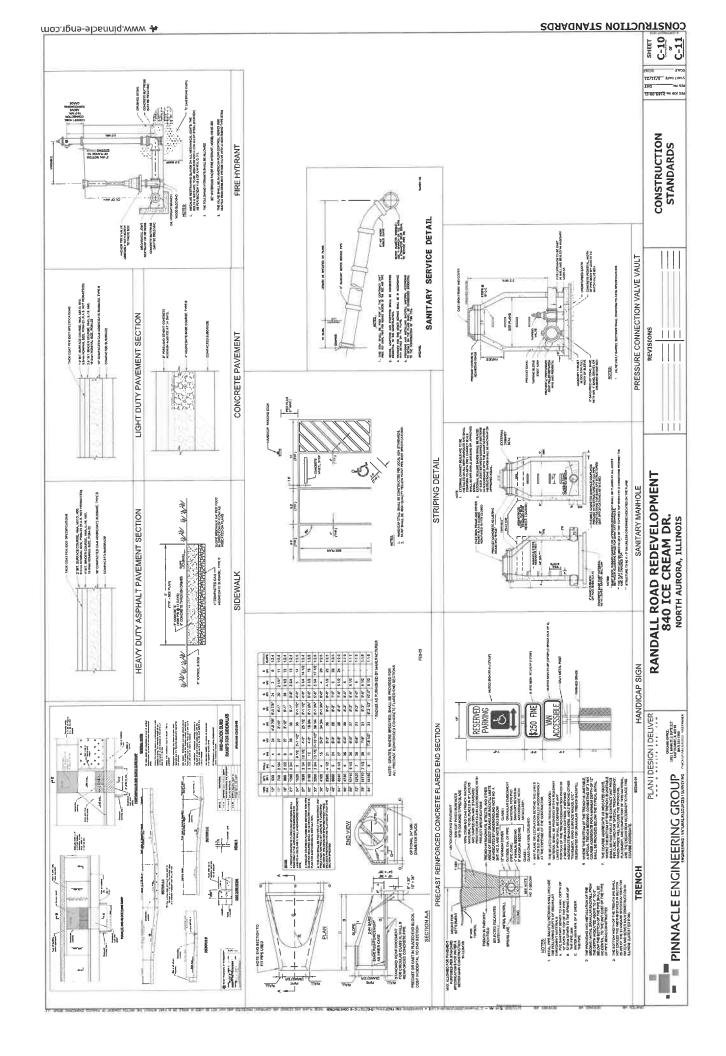
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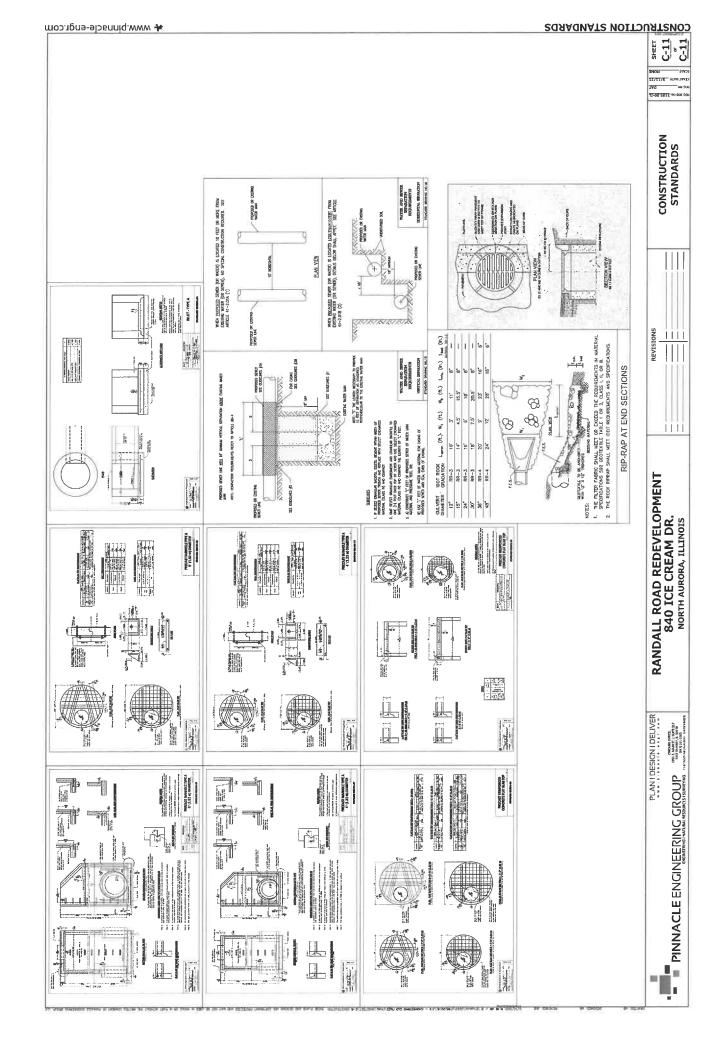


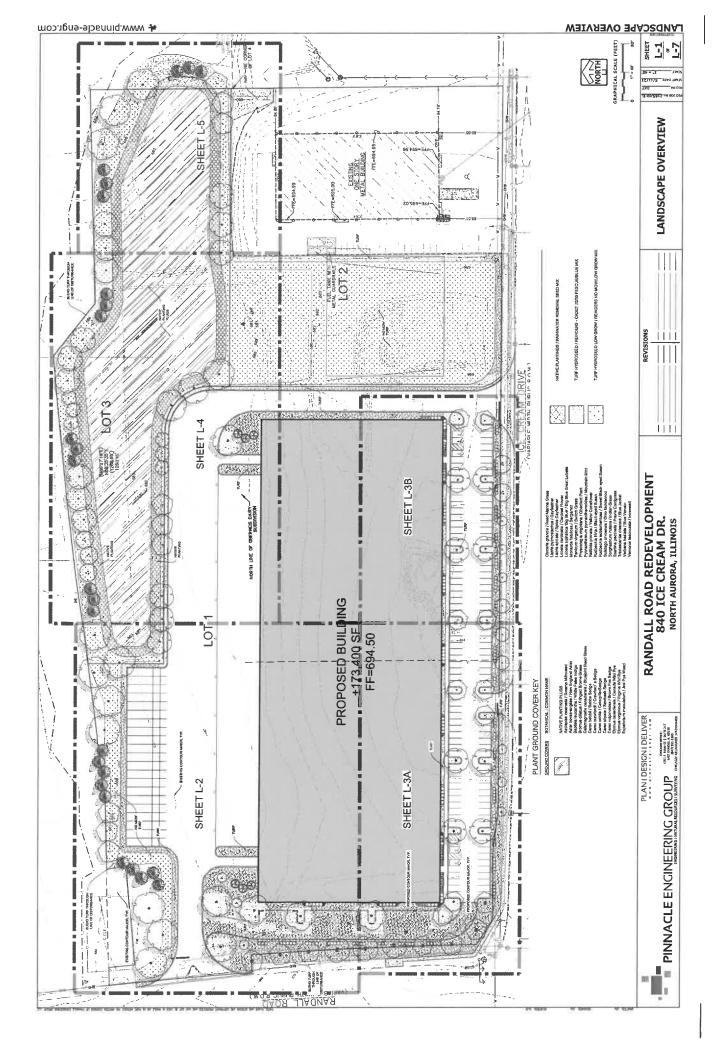


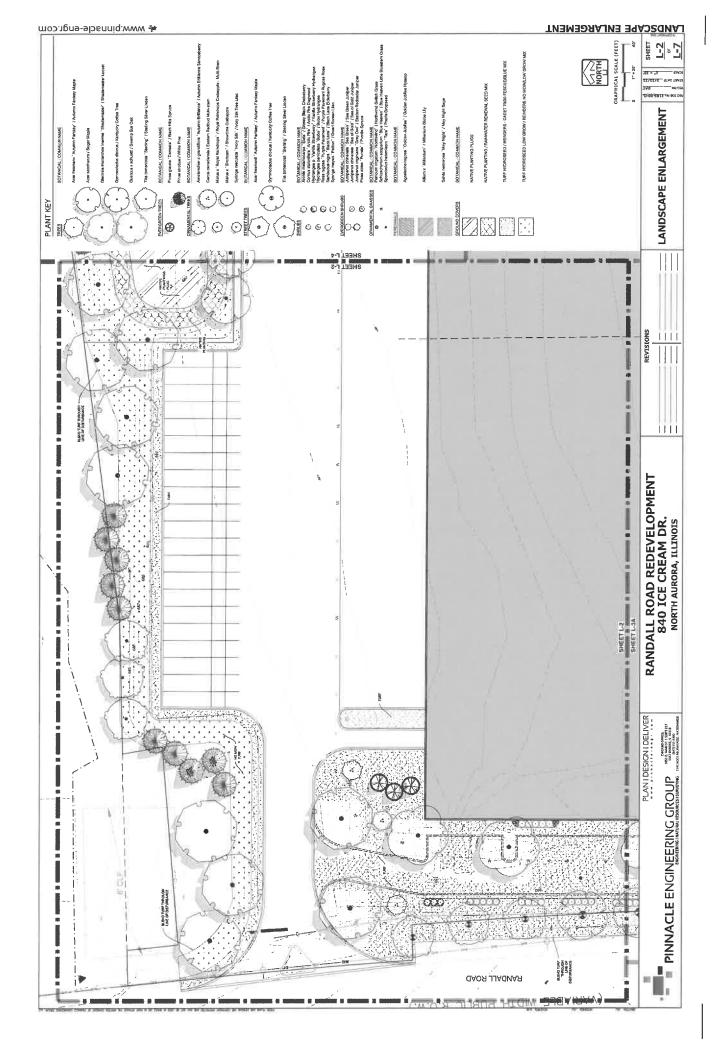


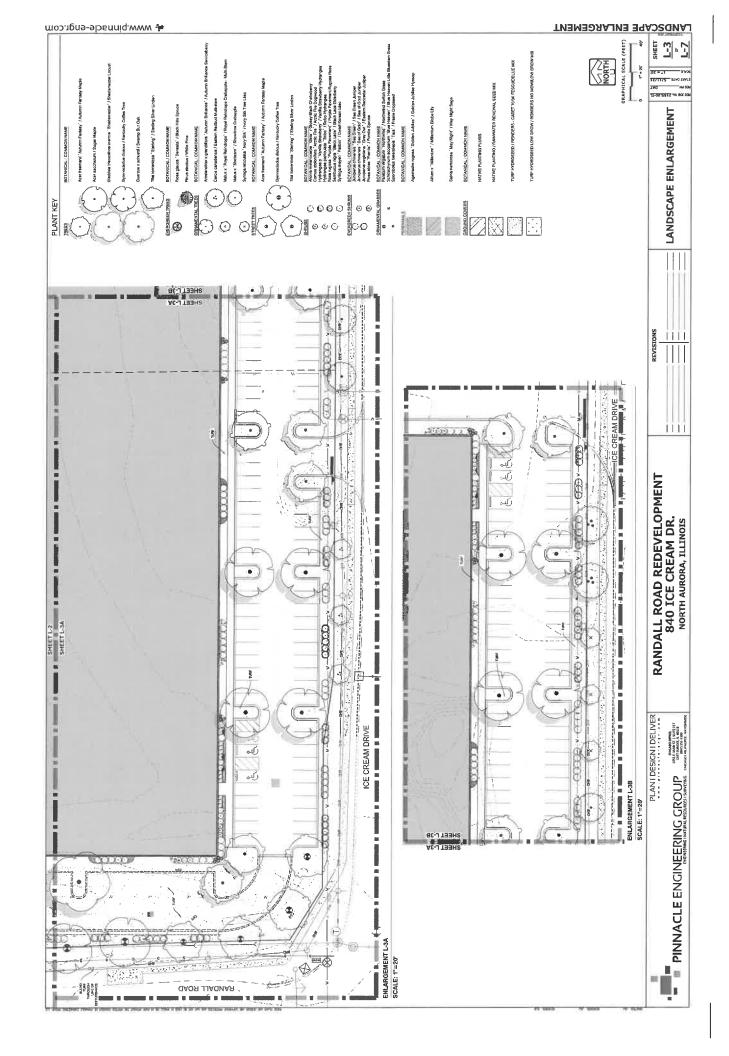


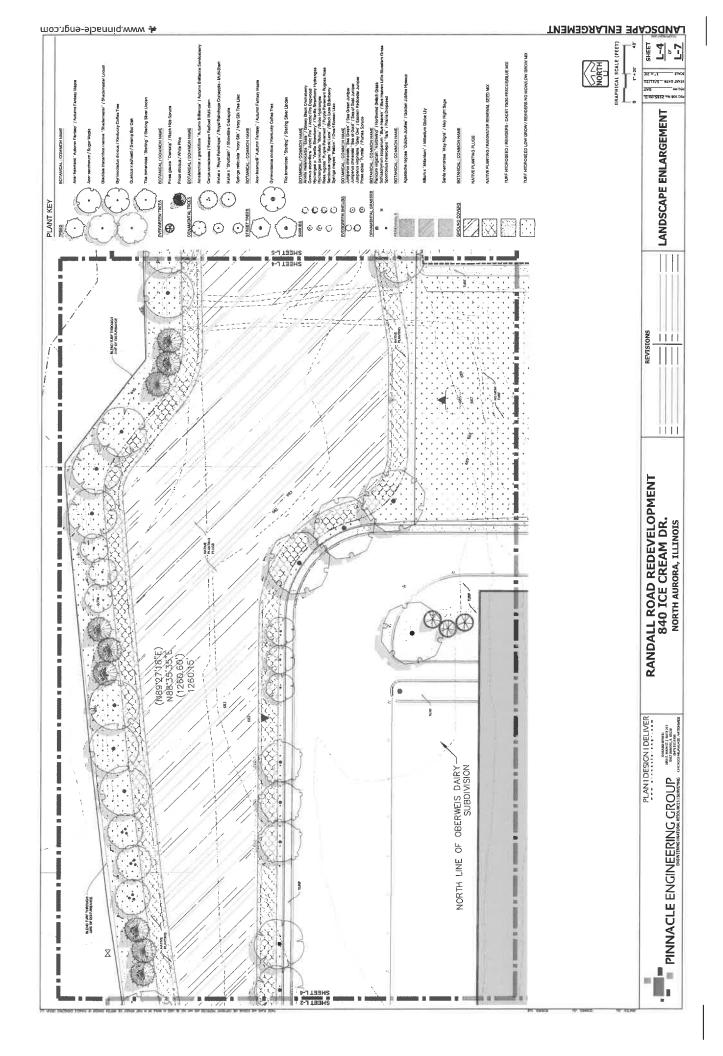


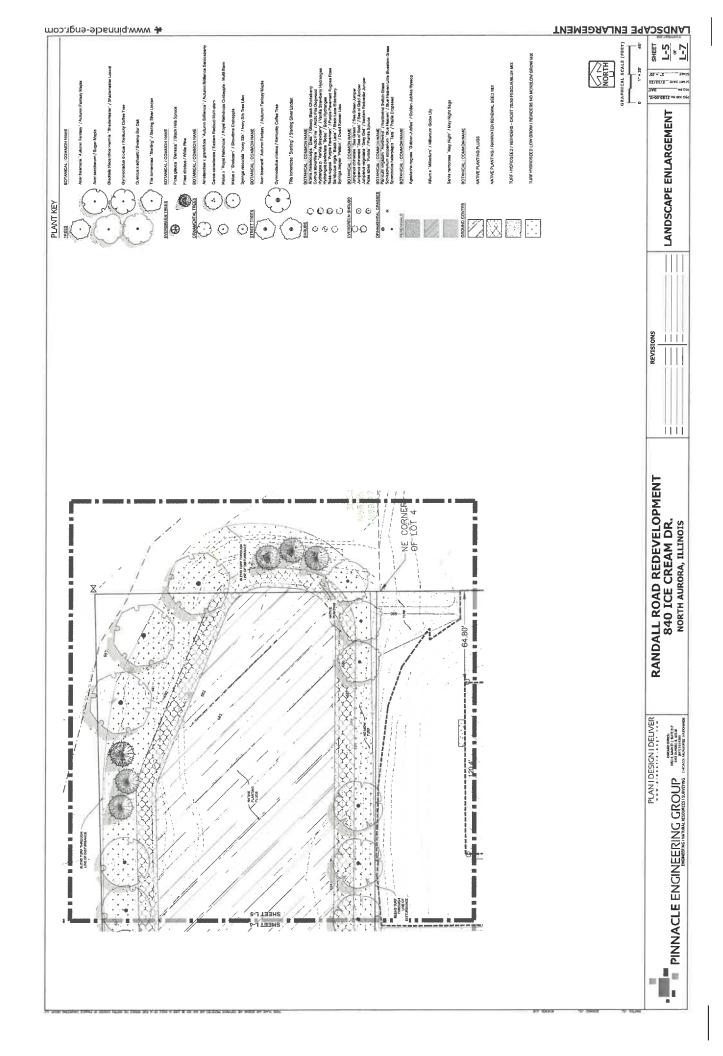


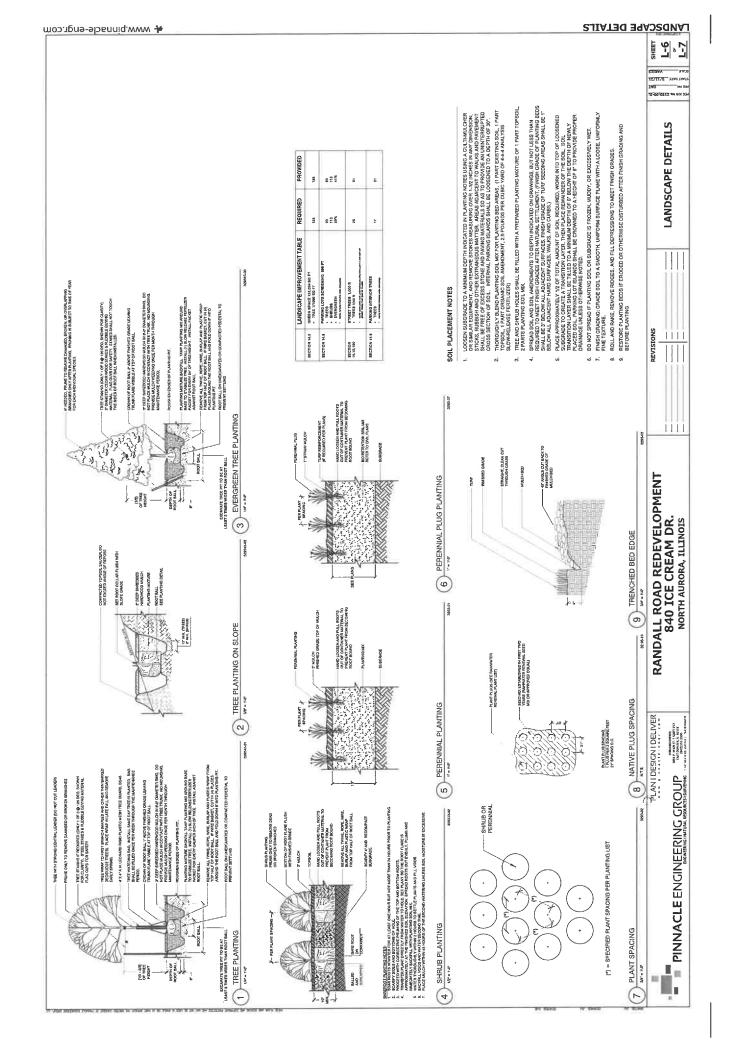












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NATIVE SEEDING & PLUG PLANTINGS	AF WATER WILL INFILTRATE WITHIN 48 HOURS
	INCE OF

PLANT SCHEDULE

ESTABLISHMENT OF A VIABLE VEGETATION COMMUNITY WITHIN THE BIO INFILITATION BASINS PERBEINLE BE COMPLETED BY YMAUDEADOCASTING OF PRE-DESIGNED SEED MIXES AND PLANTING OF PRESIDENIALS. TO OREVET A DYNAMIC PLANTING.

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BE LIVERON AND DESIGNACE (GETETATION SHALL BE REMOVED. ENGINE BY A ELICHBRISED PROFESSIONAL.

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B. REFERMATION OF SOIL PROBY TO SEEDING

1. REFER TO OVIL A LANGE TO SEEDING

2. A RECA SHOLL DOE FREE FROM THIS THAN THING SHALL BE REMOVED FROM THE SOIL.

PROBY TO SEEDING OF BALL THINGS THAN LINCH SHALL BE REMOVED FROM THE SOIL.

A ANDID DRIVING OVER THE SPECIFIED AREA WITH MACHINETY.

ALL BUSTOCK SHALL BE VIRESET SCHOOLWIN AL ZALL VOUN SCHOOL FOR THE WINNING OF THEE GOODWING ESCHOOL WITHING DULLES OF PROJECT LOCATION, HE A ZONE COME THEE WITH SCHOOL SC

NO PLANT MATERIAL OR PLANT SIZE SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL BY THE LANDSCAPE ARCHITECT. ANY CHANGES SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITINS PRIOR TO INSTALLATION.

THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

GENERAL PLANTING NOTES

ALL PLANT MATERIAL SHALL COMPLY WITH STANDARDS DESCRIBED IN AMERICAN STANDARD OF NITISERY STOCK - 280.1 ANSI. LUNISQUEF CHAINEDT OF ONNESS IN A THINDIZED STRUKESBUTIANE RESERVES THE RIGHT TO INSPECT AND POTEKTIALLY REJECT ANY PLANT MATERIAL DESCRIPTOT ON ANY INSET THE REQUIRED STANDARDS.

SPECIFICATIONS FOR HAND BROADCASTING:

SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1- SOIL FREEZE) SO THAT SEEDS MAY LIE DAGMANT DUZING THE WINTER, ALLOWING FOR STAFFITICATION, CR SPIRIOG (MARCH 1-LUNE 1), TO ALLOWA COMPLETE GROWING SEASON TO BECOME BSTABLISHED.

ROTS SYSTEMS SWALL BE LARGE ENDUGH TO ALLOW FOR PULL RECOVERY OF THE TREE AND SHALL CONFORM TO SYAMDADIS AS THE FLPPEAN THE MISS CURRENT REVISION OF THE AMERICAN ASSOCIATION OF NURSERY MERS AMERICAN STANDARD OF WINSERS STOCKA MISS AS OF

BNG TREES SHALL BE DUG WITH A BALL OF SOLL, NOT SOFT BALLED OR POTTED AND SHALL BE FIRM IN THEIR ROOTBALL, ROOT BALL TALLE ENWAPPER INTHI BLODEGRADABLE MATERALL, THE TREE ROOT FLARE, OR COLLAR, SHALL BE AT OR WITHIN THE TOP THREE INCHES OF GAUCE.

TREES SHALL HANE SHOLE, STRAUGHT TRINKS AND WELL BALANCED BRANCH SYSTEMS. INITLISTEM TREES SHALL HANE 34 TAXIOHT TRINKS NO WELL BALANCED BRANCH SYSTEMS. HEIGHT-TO-CALIPER RATIOS SHALL DE CONSISTEMT WITH THE LATEST EDITION OF AMSI 2011.

ALL STOCK SHALL BE FREE OF DISEASES AND HARMFUL INSECTS, DAMAGE, DISORDERS AND DEFORMITIES.

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ALL SPRING TREES MUST BE FRESHLY DUG IN THE MOST RECENT SPRING.
 ALL ALL JUMN HELES WINST BE FRESHLY TOUGH IN THE MOST RECENT ALTHOR.
 TREES SHALL BE ALIVE, HEALTHY MAD REPROPRIENTED. WINST, AT THE OF DELIVERY. THEES SHALL BE SUBJECT TO INSPECTION OF COR CONFORMATIVE OS PERCENTAGE.
 RECORD CONFORMATIVE TO SPECIFICATION BE ALLOWED THE OWN SPRINGLY, BY THE LANGESCHE AND FROM THE SPECIFICATION.
 REPRESENTATIVE. THE LANGESCHE AND FROM THE SINGER SHARD SHAMEN. THE LANGESCHE INSTALLER MUST RECEIVE PROPRIOR, FROM LANGESCHE RESPONDED TO ANY SUBSTITUTIONS OR ALTERATION.

C, COWER CHAIL BE SPREAD AT A DEISHTY OF 20 POUNDS PER ACRE DURING THE PLANTING ACREDIATION OF SERVING THE SERVING OF THE PROBLEM THE THE SIGN AND THE PROBLEM THE THE SIGN AND THE PROBLEM THE SIGN AND THE PROBLEM THE SIGN AND THE SERVING THE SIGN AND THE SERVING THE SIGN AND THE SERVING THE SIGN AND THE

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ILLI, SEEDING SKALL BE COVERED NITH FAINCH OF CLEAN, MONHRANSINE STRAM FIO MARSH HAY, OR REED CANNEY GRANS MINING SEEDS WHITHIN SERVEN WHACH, REMS, OR BRAZE PAGE CACEFORDE, E PORMS OF STRAM. HAGS EARLS OF SUDES STEEPER THAN ST REIGHT REET CHORDON THE TO TOKE FOUNDETINGLY SELF BE PAUR DIO LATER THAN OCTOBER? I AND STAKED WITH AN EGGISSON CONTYGOL BLANKET TO PREVENT FROSON.

NATIVE PLUGS INSTALLATION

ALL PLANTING BEDS AND TREE RINGS GHALL HAVE A 4" DEEP TRENGHED BED EGGE CREATED BY EITHER A FLAT LANDSCAPE SYADE FREEHWARDL ERGENE BED GEGES AFFE TO BE COTT CLEAN AND SAIOOTH AS SHOWN ON LANDSCAPE FLANS WITH A CLEAN DEFINITION BETWEEN TURK AND LAVATHING AREAS. ALL THE SEED AFEAS SHALL RECEIVER, AMINIMAD OF DEPTH OF TORSOL, WITH APPROVAL, EXSTING SOLL MAY BE UTLZED PROVIDED THE PROPER SOLL AMENDATION SHE OF DETAIL THE SOLL HOUGHED HEIGHTED HAVE ARE THE TOP SOLL SOLL AMENDATION SHE WHEN SHALL BE CONTENDED HAVE DONE SOLL AMENDATION SHE WHEN SHALL BE CONTENDED HAVE DONE SOLL AMENDATION SHE PREPORMED. ALL TOPSOLL AMENDATION SHE DEFENDATION SHE DEFENDATION SHE WASHING FOR DAKES TO SHEARTH THE REASON SHED PREE MANIMED OR DAKES TO SHEARTH THE REASON SHED PREE MANIMED OR DAKES TO SHEARTH THE WASHING SHED PREPORMED.

16. THE CONTRACTOR RUIST LABEL ALL TREES WITH THE COMMON AND BOTANICAL NAMES PRIOR TO FINAL INSPECTION. TO AND TREES SHALE BETEATED FOR TWO-LINE CHESTIVIT BORER BOTH AT THE TIME OF INSTALLATION AND DURING THE SECOND TO GROWING SEAGON. ALL PLANTING BEDS SHALL BE MUCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH, AND ALL TREES PLANTED IN TURF AREAS. SHALL RECEIVE A 3" DEEP SHREDDED HARDWOOD MULCHED RING AS SHOWN IN PLANTING DETAILS.

WHILE PLANTING TREES AND SHRUBS, BACKFIL! § OF PLANTING HOLE AND WATER TREE THOROUGHLY BEFORE INSTALLING THE REMAINDER OF SOIL MIXTURE. AFTER ALL SOIL HAS BEEN PLACED INTO THE PLANTING HOLE WATER THOROUGHLY AGAIN.

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ALI PLANT MATERIAL SHALL BE NSTALLED IN ACCORDANCE WITH PLANTING DETALS.
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FOR LAWN SEEDING, APPLY A STATER FERTILIZER AND SEED UNIFORMLY AT THE RATE RECOMMENDED BY MANUFACTURER, AND PROVINGE MALE OFFICENCE SHAPE TO STREAM TO A PROVINCE AND PROVINCE THE STREAMSHAPET COMPACTOR TO PROVINCE FERTILIZER, SEED AND MILCH SEED SHAPE TO STREAMSHAPE THE STREAMSHAPE THE

MSEXALATION OF PLUIS SHOULD OCCUR DAY CLOUDY, COOL DAY IN BITHER THE MORNING OR AFFERNON: PLATRING SHOULD ALSO OCCUR AS EARLY IN THE SEASON AS POSSIBLE ONCE THE RISK OF FREEZING MAS PASSED.

IF INSTALLING PLUGS IN COMBINATION WITH SEEDING, INSTALL PLUGS AFTER SEED HAS BEEN PLACED SINGLY BLUGS INSTALL PLUGS AFTER WHERE AN EROSION CONTROL BLANKET WALL BE UTILIZED. ENSURE THAT NEWLY PLANTED PLUGS HAVE ADEQUATE STRAW MILCH POOVERAGE FOLLOWING SWATALLATION.

A DIG A HOLE IN YOUR FRESHLY WORKED SOIL ABOUT TWICE THE DIAMETER AND THE SAME HEIGH OF THE ROOM SLILL OF THE FAUNT FOR THE SOIL ASSIDE TO BLIL. THE FAULE SACK IN LATER CENTLY REMOVE THE FLAVIN FROM ITS CONTINUES, AND BRUSH YOUR HAND OVER IN THE FOROST SLILL TO SOUTH SHARE AND BRUSH YOUR HAND OVER IN THE FOROST SLILL THE FOROST SLILL THE FOROST SLILL THE FOROST SLILL SOIL SACK AND THE FOROST SLILL SOIL SACK AND SURFER THOROUGHLY

 ALL FINISH GRADING AND LAWN AREAS TO BE INSTALLED BY LANDSCAPE CONTRACTOR.
 ALL DISTURBED AREAS WITHIN THE PROJECT SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
 ALL DISTURBED AREAS CUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL 22. COST TO THE OWNER. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES, INCLUDING ANY IRRIGATION LINES, PRIOR TO DIGGING, CONSULT JULLI, E

THE CONTRACTOR TO ENSURE A SWOOTH, UNFORM GUALITY TURF IS ACHIEPED WITH NO BARE SPOTS LARGER THAN I'Y S'Y. ANY ENERS SOTS LAGGETTHAN I'Y SWAYN. HE END OF ESTABLISHMENT PERROD SHALL BE RESEEDED AT THE CONTRACTORS EXPENSE TO ORTAN A DENSE, UNFORM LAWTHE

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A GARAN OCHER THE BASE OF THE PLANT WITH +" OF STRAWMULCH
E. AFTER PLANTING, KEEP YOUG PLANTS WELL WATERED FOR THE FIRST YEAR UNTIL THEY
ESTABLISH A GOOD ROOT SYSTEM.

NATIVE PLANTINGS:

TREES SHALL BE INSTALLED NO CLOSER THAN:

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THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, FEES, AND LICENSES NECESSARY FOR THE INSTALLATION OF THIS PLAN. THE CONTRACTOR IS TO RENEW ALL SITE ENGINEERING DOCUMENTS PRIOR TO INSTALL ATION. ANY COMPLETS MUST BE REPORTED TO THE LINSTALLATION OF PLANT MATERIALS ONLY UNITED OTHERWISES OTHERWISES SYTED.

ZNA YEAR - IN MANJUNE MOW MATNÆ PLANTINGS AT 6" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBIOGET DUS PORSPRESS HAVE PROFESSIONAL MASESS PLANTINGS. REPEAT WOWNIG MATNE PLANTINGS AND SPOT-SPRAY IN EARLY JULY. 1st YEAR - PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. THIS SHOULD OCCUR APPROXIMELEY EVERY MONTH OF THE DROWING SEASON AFTER NATIVE PLANTINGS HAVE BEEN ROUGH APPROXIMELEY SUPPRINCES AND STATES AND STATES AND STATES WEED STATES AND S WEED SUPPRESSION MEASURES:

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PLANT MATERNAS SHALL BE GUARANTEED FOR A PERIOD OF ONE (I) YEAR FROM TIME OF OWNER ACCEPTANCE, OMLY ONE TALGACEMENT AND ACCEPTANCE, OMLY ONE TALGACEMENT FOR A TALGACHEMENT OF PAILURE TO COUNCLY WITH THE SPECIFIED REDUREMENT OF PAILURE TO COUNCLY WITH THE SPECIFIED REDUREMENTS.

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THE CONTRACTOR SHALL PROVIDE WATERING AND MANTENINGE SERVICES FOR A PERIOD OF 60 DAYS TO ENSURE VEGETATIVE ESTABLISHMENT, LIPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL SUPPLY THE OWNER IN WATHING WITH ONGOING WATERING THE WATERING STRUCTIONS.

THE CONTRACTOR IS RESPONSIBLE TO CONDUCT A FINAL WALK THROUGH WITH THE LANDSCAPE ARCHITECT AND OR OWNERS. REPRESENTATIVE TO ANSWER QUESTIONS, PROVIDE INSTRUCTIONS, AND ENSURE THAT PROJECT REQUIREMENTS HAVE BEEN MET

PINNACLE ENGINEERING GROUP
PROPERTY PRO

LANDSCAPE GENERAL NOTES



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TURF HYDROSEED LOW GROW / REINDERS NO MOW/LOW GROW TURF HYDROSEED / REINDERS - CADET 70/30 FESCUE/BLUE MIX NATIVE PLANTINGS / RAINWATER RENEWAL SEED MIX 107,692 of



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RANDALL ROAD REDEVELOPMENT 840 ICE CREAM DR. NORTH AURORA, ILLINOIS PLAN I DESIGN I DELIVER

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Arripenus Chriefinal 'See Good' / See O' Bood' Juriper
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Pless ables 'Purille Sprince Asius x "Royal Rahndrops" / Royal Raindrops Crabepple chiar x grandifors "Autumn Brillimos" / Autu treemans "Autumn Fantasy" / Autumn Fantasy ymga reticulata "tvory Silk" / Ivory Silk Tree Like Salvia nemorosa "May Night" / May Night Sage lie tomembea "Sterling" / Sterling Silver Linc Agentache regosa "Golden Jubliee" / Golden octedue diolous / Kentucky Coffee Tree Malus x "Shollzam" / Showtime Crabappie ile tomentose "Sledino" / Sterbna Silve tuercus x achueth / Swamp Bur Oak SOTANGAL / COMMON NAME OTANCAL COMMON NAME BOTANCAL COMMON NAME NATIVE PLANTING PLUGS ANGEDIES PICATINIS / Swemp M Aster noves-angliss / New Engle Baptisia leucantha / White Palse DIANGAL / COMMON NAME SOTANICAL COMMON NAME Jauca 'Densata' / Blad strobus / White Pine Ğ č 1 1 OPNAMENTAL GRASSES EVERGREEN SHRUBS EVERGREEN TREES OUND COVERS • • > 0 O THEES

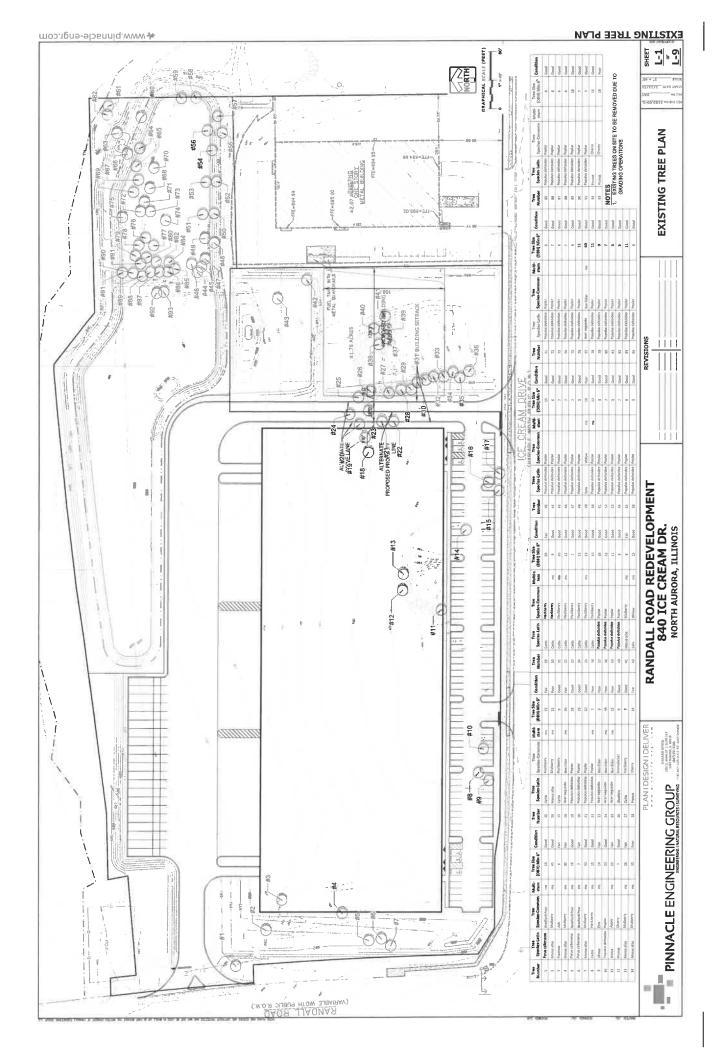
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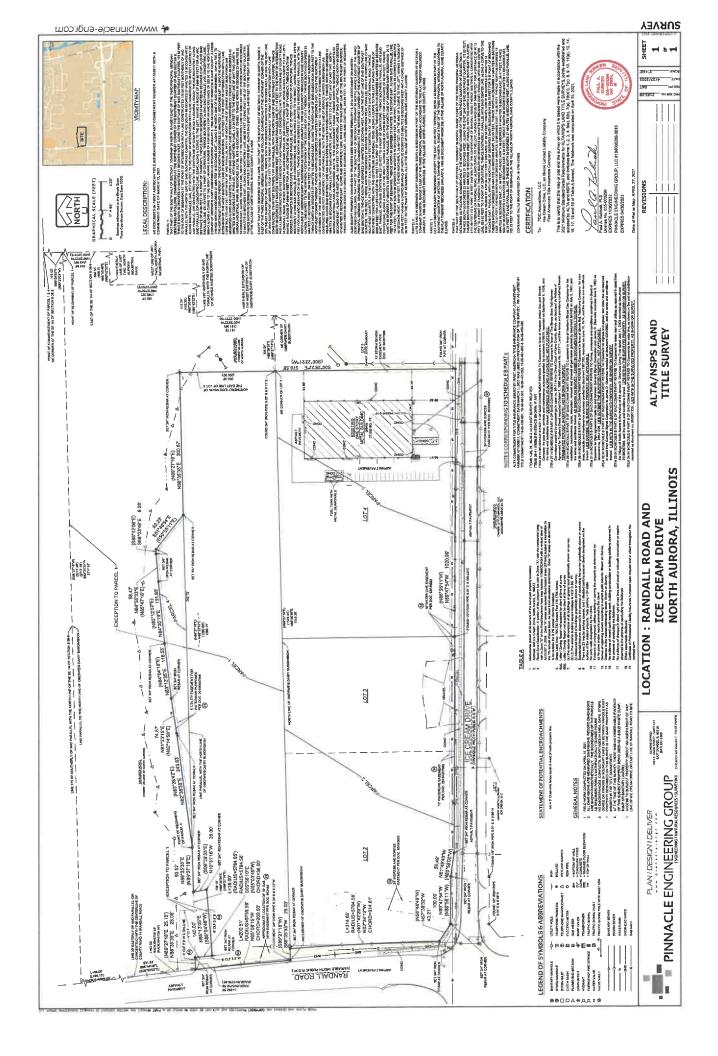


Exhibit D Preliminary Development Plans



ENGINEERING GVD EITEZ/EINAT/EXHIBITS/SITE ALT EXHIBIT. CM

JOB NO. 2185.00-IL 6/30/21 PLAN | DESIGN | DELIVER

1051 E. MAIN STREET | SUITE 217 | EAST DUNDEE, IL 60118 | WWW.IPINNACLE-ENGR.COM | CHICAGO@PINNACLE-ENGR.COM

ALTERNATE SITE PLAN EXHIBIT
PINNACLE ENGINEERING GROUP
ISSIE MAINS



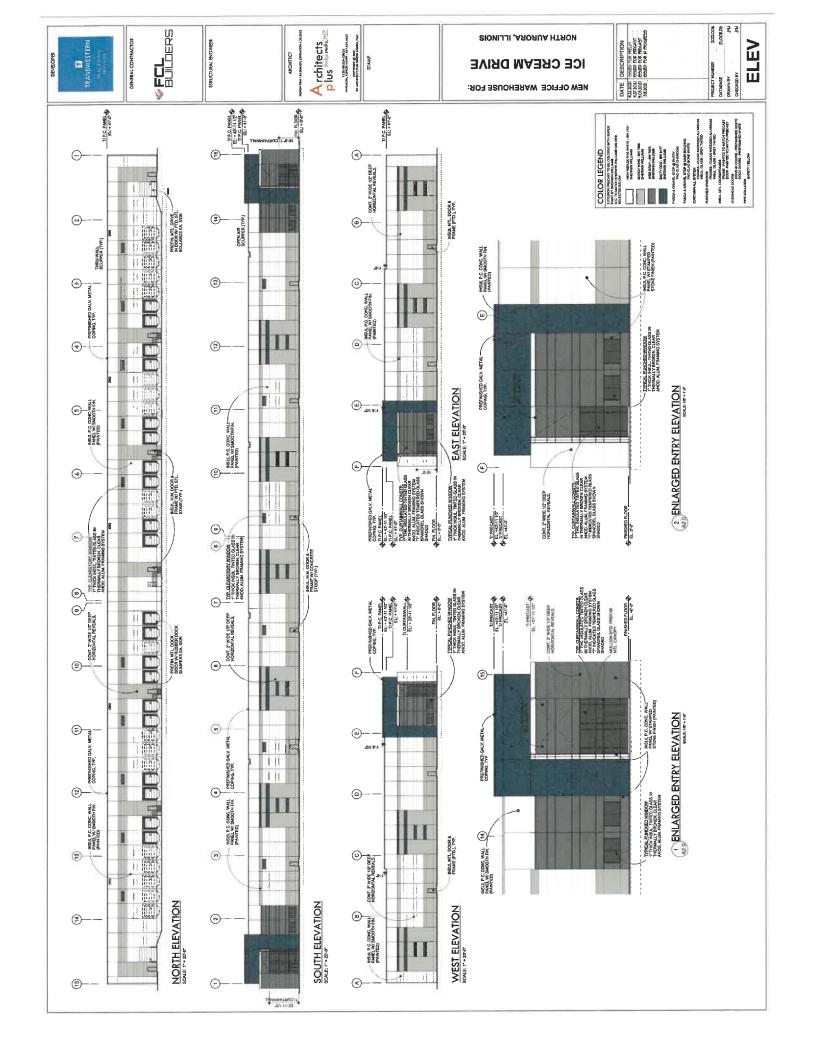


Exhibit E

Parcel to the Village LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5784.65 FEET FOR A DISTANCE OF 36.00 FEET (THE CHORD) BEARS SOUTH 05 DEGREES 03 MINUTES 49 SECONDS EAST. 38.00 FEET), THENCE SOUTH 86 DEGREES 04 MINUTES 49 SECONDS WEST, 25.00 FEET, THENCE NORTHERLY, PARALLEL OF 82.55 FEET TO THE POINT OF BEINNING; THENCE NORTH 89 DEGREES 27 MINUTES 18 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF OBERVEIS DAIRY SUBDIVISION 25.15 FEET; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST CUARTER OF SAID SECTION 5. THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS WEST. ALONG CURVE TO THE LEFT; HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96, 13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80 ECEFREES 33 MINUTES 05 SECONDS EAST, PARALLEL WITH SAID CENTER LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE QUARTER, 2717.46 FEET TO A POINT 30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD; THENCE SOUTHERLY, CONCENTRIC WITH THE CENTERLINE OF RANDALL ROAD, FEET (THE CHORD BEARS NORTH 05 DEGREES 56 MINUTES 54 SECONDS WEST, 37.48 FEET) TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AUROPA, KANE COUNTY, ILLINOIS. WITH SAID CENTER LINE, ALONG A CURVE TO THE LEFT. HAVING A RADIUS OF 5759.85 FEET FOR A DISTANCE OF 37.48 FEET; THENCE SOUTH 89 DEGREES 27 MINUTES 18 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 LEGAL DESCRIPTION: (N89°27'18"E N88°35'35"E POINT OF BEGINNING RANDALL ROAD (VARIABLE WIDTH PUBLIC R.O.W.) 25.15) 25.08 (L=96.13°) (L=96.13°) (L=96.08° THE NORTH LINE OF THE SE 1/4 OF SECTION 5-38-8 531.53 \$06*44*80£ (3*30'63*E) LINE 30' EASTERLY OF AND PARALLEL (OR CONCENTRIC) WITH THE CENTERLINE OF COUNTY ROAD 14 (RANDALL ROAD) OF OBERWEIS DAIRY SUBDIVISION (RADIUS=5759.65') L=62.55' RADIUS=5759.58' POINT OF COMMENCEMENT - NE CORNER OF THE SE 1/4 OF SECTION 5-38-8 RADIUS=5784.58 L=36.00' CHORD=36.00 S05°56'10"E (N05°03'49"W) (RADIUS=5784.65') (S89°27'18"W) (2717.46') (2717.16') (2717.16') S88°35'35''W 2717.85' (S00°23'21"W) S00°28'22"E 175.02

AGE PARCEL EXHIBI

RADIUS=5759.58'

L=37.48

CHORD=37.48

S85°13'05"W (S86°04'48"W)

25.00

NORT

N05°56'54"W

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 PINNACLE ENGINEERING GROUP

WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER PEG JOB#2185.00

7/27/2021

Exhibit F Parcel to the Owner

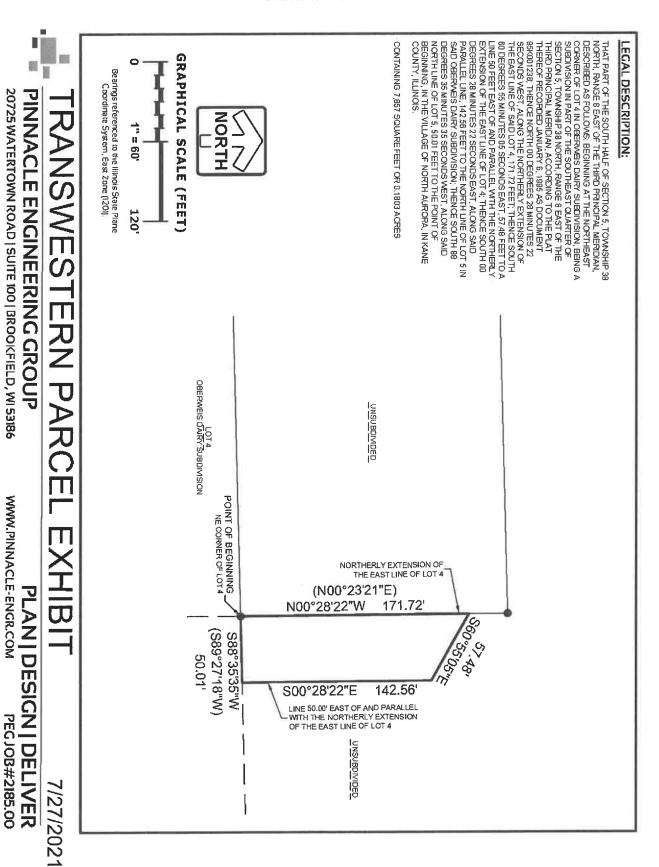
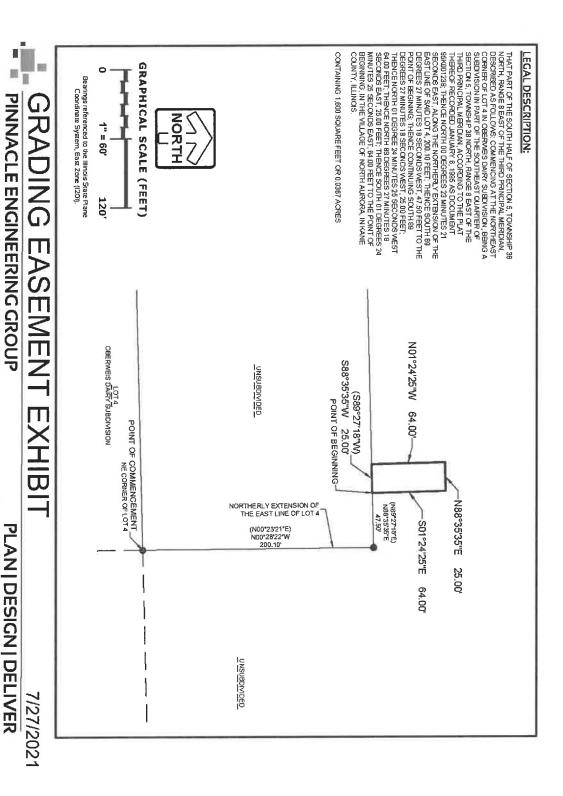


Exhibit G Grading Easement



20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

PEG JOB#2185.00

Memorandum



To: Village President and Village Board of Trustees

Cc: Steve Bosco, Village Administrator

From: Natalie Stevens, Executive Assistant

Date: August 10, 2021

Re: Creation of Park District Liquor Code Classification

Staff was contacted by the Fox Valley Park District regarding the creation of a Park District Liquor License that they could apply for annually rather than submit for a special event liquor license permit each time they hosted an event.

Staff worked with the Fox Valley Park District to determine the parameters the Park District was looking for regarding events in order to establish the purpose of the license as well as ensure the liquor license met all requirements related to the Liquor Code.

In working with the Village Attorney, it was determined that the Park District liquor license would be designed to allow liquor to be served by either Park District employees, agents or volunteers who have the proper certification to serve alcohol as required by Section 5.08.400, for designated locations and times.

The locations and times selected for the Fox Valley Park District are:

- 1. Red Oak Nature Center (2343 South River Street) from 12:00 p.m. to 10:00 p.m.
- 2. Lippold Park (2001 South River Street) from 12:00 p.m. to 10:00 p.m.
- 3. North Aurora Island Park (4 East State Street) from 12:00 p.m. to 10:00 p.m.

The Park District would be able to request approval for patrons to carry in their own alcohol to a scheduled event pending approval of the Liquor Commissioner, of which such event would not carry any additional fee.

Park Districts would also be required to contain the event, if outdoors, within a designated area with applicable requirements from the Supplemental Outdoor liquor license pertaining. The Liquor Commissioner could approve deviations to the designated outdoor area per event. The annual cost of the Class P license would be \$250.

The Park District Liquor License was discussed by the Board at the August 2, 2021 Committee of the Whole Meeting. The Board had several questions about the parameters of the license, particularly around third party vendors, and as such the ordinance has been updated to include that third parties will be held to all special event and special use requirements. Please see the attached ordinance for the creation of the Class P liquor license classification.

AN ORDINANCE AMENDING THE NORTH AURORA CODE TITLE 5 SECTION 5.08.340 TO CREATE THE CLASSIFICATION OF 'P- PARK DISTRICT' LIQUOR LICENSE

WHEREAS, the Village of North Aurora is home to many beautiful parks that are overseen by several park districts; and

WHEREAS, in the past, when park districts wish to host an event on their property involving liquor, they must go through the Village each time for a special event liquor license permit; and

WHEREAS, in order to simplify and streamline this process in the future, the Village has created a liquor classification specifically for park districts; and

NOW THEREFORE 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 5.08.340 of Chapter 5.08 of Title 5 of the North Aurora Municipal Code is hereby amended to read as follows:

5.08.340 Classification of licenses—Fees.

- P. Class "P" Park District licenses shall allow for park district units of local government within the Village to serve alcoholic liquor on the properties and times identified in this classification subject to the following conditions:
- 1. Only on the premises specified and between the times specified.
- 2. Alcohol may only be served by Park District employees, agents or volunteers who have the proper certification to serve alcohol as required by Section 5.08.400 and third parties who adhere to all special use and special event liquor requirements.
- 3. The Park District may submit to the Village Liquor Commissioner for approval a request to allow patrons to carry in their own alcohol for a scheduled event, subject to the following conditions:
 - a. The request is made no less than two (2) weeks before the scheduled event;
 - b. The event will last no more than three (3) days;
 - c. Alcohol may only be carried in with a container sealed by the manufacturer; and
 - d. No open containers of alcohol shall be carried out from the premises.
- 4. Liquor may be served and consumed on premises within a designated area without having to obtain a Class S-O Supplemental Outside Liquor License and for no additional fee subject to the following requirements:
 - a. The outside consumption of alcoholic liquor shall be limited to a designated outside area:
 - b. The designated outside area shall be fully enclosed in such a way as to prevent unauthorized access to and from the designated outside area;
 - c. The outside area must be located completely on the licensed premises or common area immediately adjacent thereto;
 - d. The outside area shall not encroach on any zoning setback areas, obstruct vehicular or pedestrian traffic, or be in violation of any codes or ordinances;

- e. Entertainment with the use of amplified sound shall not be allowed in the outside area except in conformance with the requirements of the North Aurora Noise Ordinance:
- f. The outside area shall have sufficient lighting to provide for the safety of the customers in conformance with the restrictions on outside lighting in the North Aurora Code; The operation and use of the outdoor area shall be carried on so as not to create a health or safety hazard, to create a nuisance or to interfere with the use and enjoyment of surrounding property;
- g. Any designated outside area adjacent to or within five hundred (500) feet of the lot line of residential property may require screening and/or buffering in a way as to reduce noise;
- h. The local liquor commissioner may impose special conditions that are unique to each licensed premises for the preservation of the health, safety and welfare of the public and to minimize noise and other adverse impacts on adjacent properties, provided that the additional conditions shall be described in writing and become part of the conditions for the license on the particular premises;
- i. The Liquor commissioner may approve deviations from the requirements pertaining to outside service and consumption of liquor as follows:
 - i. upon application specifying the deviations submitted at least two (2) weeks prior to the event;
 - ii. the event lasts no more than three (3) days; and
 - iii. sufficient measures shall be identified in the application to prevent against
 - A. the serving, possessing and consuming of alcohol by minors; and
 - B. removal of the alcohol from the designated area or from Park District property.
- 5. The annual fee for Class P liquor licenses shall be two-hundred and fifty dollars (\$250.00) for each park district that applies.
- 6. A Class P license shall include the following properties for the following park districts:
 - a. For the Fox Valley Park District:
 - i. Red Oak Nature Center (2343 South River Street) from 12:00 p.m. to 10:00 p.m.
 - ii. Lippold Park (2001 South River Street) from 12:00 p.m. to 10:00 p.m.
 - iii. North Aurora Island Park (4 East State Street) from 12:00 p.m. to 10:00 p.m.
 - b. For Batavia Park District (none presently)

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 o	of				,	2021, A.Γ).					

Mark Carroll	Laura Curtis
Mark Guethle	Michael Lowery
Todd Niedzwiedz	Carolyn Bird Salazar
Approved and signed by me as President of the County, Illinois this day of	Board of Trustees of the Village of North Aurora, Kane 2021, A.D.
ATTEST:	Mark Gaffino, Village President
Village Clerk	



Memorandum

To: Village President and Village Board of Trustees

From: Steve Bosco, Village Administrator

Date: August 11, 2021

Re: Temporary Outdoor Dining

Background

In order to assist dining establishments during the COVID-19 pandemic, Mayor Dale Berman issued an Executive Order in May of 2020 that allowed restaurants/food prepared to eat establishments, taverns and breweries to create a temporary outdoor dining area or expand existing outdoor dining areas within the parking lot spaces adjacent to their businesses.

At the time the Executive Orders were issued indoor dining was not allowed under Phase 3 of the Governor's Restore Illinois Plan and any movement short of Phase 5 of the Restore Illinois Plan continued to have indoor dining capacity limits. The Executive Order limited outdoor dining to 10 p.m. Mayor Berman issued another Executive Order in June of 2020 that allowed businesses with outdoor dining areas to stay open in line with the Village's Supplemental Outdoor Liquor License provisions; extending outdoor dining hours under the Executive Order to 12 a.m. Sunday-Thursday and 1 a.m. Friday-Saturday. The Village Board approved a resolution in February 2021 extending COVID-19 related emergency powers to Mayor Mark Gaffino, which also continued existing Executive Orders previously approved in response to the COVID-19 pandemic.

The Village's outdoor dining Executive Orders expire when the existing Gubernatorial Executive Orders restricting capacity at bars and restaurants are terminated or cease, allowing for one hundred (100%) capacity indoors or when this Executive Order is repealed by the President or superseded by action of the corporate authorities of the Village of North Aurora, whichever is sooner.

Current

In speaking with the Village Attorney, the current outdoor dining Executive Orders remain in place as the Governor continues to extend COVID-19 Executive Orders, though the state is currently within Phase 5 of Restore Illinois Plan with no indoor capacity limits. Staff is only aware of a small number of establishments currently utilizing the temporary outdoor dining areas.

At the August 2, 2021 Committee of the Whole meeting the Village Board discussed whether outdoor dining should continue to a specific period of time rather than be tied to the Governor's Executive Order. Upon discussion, the Board agreed to have the outdoor dining conditions end on January 2, 2022 rather through the expiration of the Governor's Executive Order.

Please find attached an ordinance, which will allow outdoor dining to continue as it currently does under the Village's Executive Order until it expires on January 2, 2022. The ordinance treats outdoor dining as a temporary special event for establishments looking to conduct outdoor dining and requires them to follow conditions similar to those in the Village's current Executive Orders pertaining to outdoor dining.



VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS

Ordinance No
ORDINANCE APPROVING OUTDOOR DINING AS A TEMPORARY SPECIAL EVENT FOR
BUSINESSES THAT HAVE OPTED FOR OUTDOOR DINING FOR RELIEF
FROM COVID-19 RESTRICTIONS

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,						
`	_	day of	• '			
by	<i></i>		·			
Signed						

ORDINANCE NO.	

ORDINANCE APPROVING OUTDOOR DINING AS A TEMPORARY SPECIAL EVENT FOR BUSINESSES THAT HAVE OPTED FOR OUTDOOR DINING FOR RELIEF FROM COVID RESTRICTIONS

WHEREAS, The Village Board extended the Village President's emergency powers by ordinance beyond the thirty (30) days allowed by the Illinois Municipal Code to implement measures to protect the public, health, and welfare during the COVID-19 pandemic, including the allowance of outdoor dining in keeping with the rules for supplemental outdoor liquor licenses, without the need for a supplemental outdoor liquor license, and allowing outdoor dining with temporary structures in the areas contiguous to an eating or drinking establishment without the need for a temporary special event license; and

WHEREAS, the Village President's emergency powers continue as long as the Illinois Governor's emergency orders remain in place, and the Illinois Governor's emergency orders remain in place as of the date of this Ordinance, and no one can predict how long the Governor's emergency powers will be continued, but the President and Village Board anticipate the Governor's emergency orders will end sometime before the end of the year; and

WHEREAS, the eating and drinking establishments in the Village have suffered adverse economic effects during COVID, and the President and Board of Trustees desire to allow affected eating and drinking establishments a time of transition to be able recoup some of their losses experienced through the COVID-19 pandemic and to allow them time to make plans for the future by setting a date certain by which the relaxed outdoor dining rules will end.

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

- 1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
- 2. The Village hereby authorizes outdoor seating for all eating and drinking establishments in the Village without the need for a supplemental outdoor liquor license or a special event permit under the following terms and conditions:
 - A. The outdoor service of alcohol for consumption on the premises shall extend to outdoor seating areas in compliance with the Village of North Aurora's Class "S-O" supplemental outside liquor license provisions and special event provisions, as modified by this Ordinance;
 - B. The area(s) for outdoor seating for eating and drinking shall be designated by a temporary barrier or other feature that clearly marks the outside seating area (e.g., no side walls other than the barrier) and may incorporate temporary tents, awnings or other secured top coverings;
 - C. The outdoor area for eating and drinking shall be closed at dusk unless adequate lighting is provided, in which case the hours shall be the same as for the Class "S-O" supplemental outside liquor license;
 - D. The seating area may be expanded into a parking lot or other area located adjacent to the building, provided that the seating area shall not be expanded into ADA parking spaces and shall not block or

impede access to and from those ADA parking spaces, and provided that written consent must be obtained:

- 1) from the property owner or property manager for any parking area or property not owned by the eating or drinking establishment;
- 2) from the neighboring business owner or manager having authority over the location to use a common parking area in front of a neighboring business; and/or
- 3) from the owner or property manager of a commercial strip center having a common parking area for all tenants:
- E. The seating area shall not impede or block vehicular traffic to and from any streets, driveways, drive aisles, drive throughs or other means for traffic circulation on or around the premises;
- F. The seating area may be expanded in private walkways, provided that adequate area and means are maintained on the private walkways for pedestrian traffic to and from the premises, but seating shall not be expanded into public sidewalks;
- G. No permanent plumbing, electrical, and lighting fixtures shall be installed in the temporary outdoor seating space without approval of a special use as may be required by the Zoning Code and/or a building permit for permanent structures;
- H. Any temporary lighting shall be directed in a manner so as not to impair visibility on nearby streets and not shine onto adjacent properties;
- I. Smoking in the outdoor seating area is prohibited;
- J. The outdoor seating area shall not disturb the lawful use and quiet enjoyment of nearby properties;
- K. No liquor shall be removed in open containers from the outdoor seating area;
- L. Adequate safeguards shall be in place for security, crowd control, to prevent open liquor containers from being removed from the premises and for the protection of minors;
- M. All alcohol shall be served from inside the premises, and no alcohol shall be stored or sold from the outdoor seating area;
- N. Outdoor trash receptacles shall be provided and maintained, and the outdoor seating area shall be kept free form litter and debris;
- O. The temporary structures for the outdoor seating area shall be removed, and the outdoor seating area shall be restored to its original condition when the right to the temporary outdoor seating ceases.
- 3. This Ordinance supersedes in respect to outdoor dining only the Executive Order 2020-05-22 entered on May 22, 2020 and Executive Order 2020-06-15 entered on June 15, 2020, which were authorized pursuant to Ordinance No. 20-04-06-02 approved on April 6, 2020, granting extended emergency powers to the former Village President, and Ordinance No. 21-02-01-01, approved on February 1, 2021, granting the same,

extended emergency powers to the current Village President, and all subsequent amendments to the Executive Orders.

- 4. Effect. This Ordinance is temporary and shall not extend beyond January 1, 2022. After January 1, 2022, this Ordinance shall have no further force and effect.
- 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 suspended 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. Severability. 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, 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.
- 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law and shall terminate on January 2, 2022.

of	Presented to the B		he Village of North Aurora, I	Kane County, Illinois this	day
	by the Board of, 2021		age of North Aurora, Kane	County, Illinois this	day of
	Mark Carroll		Laura Curtis _		
	Mark Guethle		Michael Lowery _		
	Todd Niedzwiedz		Carolyn Bird Salazar _		
County		ned by me as Preside _ day of	ent of the Board of Trustees o , 2021, A.D.	of the Village of North Auror	a, Kane
ATTE	ST:		Mark Gaffino, Villa	ge President	

Jessi Watkins, Village Clerk

Memorandum



To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brian Richter, Public Works Streets Superintendent

Date: August 16, 2021

Re: Award of Bid for 2021 Tree Replacement Program

This year the Village of North Aurora revised its specifications for the tree replacement program. The project specifications were amended to promote diversity among the parkway trees, identify inspection requirements, and clarify the planting procedures. There are 100 trees included in this year's tree planting program.

The project was advertised on the Village website and in the newspaper on July 26, 2021. Staff directly contacted 11 landscaping companies to notify them of the program. Staff now has the ability to track which companies download the program specifications from our web site. We observed that the documents were downloaded by 8 third party advertisers who then independently publish or notify interested contractors. There were 6 landscaping firms who also downloaded the specifications. From these 6 bidders only 1 submitted a bid on August 11, 2021. That bidder was Acres Group and their bid is displayed in the below table.

Table 1. Bid Results

No.	Company	Bid
1	Acres Group	\$ 30,225.00

Tree replacement is budgeted at \$45,000 from the General Fund from the Tree Service line item, account number 01.445.4532. The 2020 bid submitted by Acres Group was \$30,205 and was the low bidder by over \$20,000. Staff believes the price increase of only \$20 from the past year suggests that the prices are reasonable. It is the recommendation of staff that the Village Board award the contract to Acres Group in the amount of \$30,225.00.

CONTRACT FOR PARKWAY TREE REPLACEMENT PROJECT

THIS AGREEMENT, made and concluded this <u>16st</u> day of <u>August</u>, <u>2021</u>, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as "Village") and <u>Acres Group</u>, an Illinois <u>Corporation</u> (hereinafter referred to as "Contractor") for <u>Parkway Tree Replacement Services</u>.

WHEREAS, the Village advertised for bids for <u>Parkway Tree Replacement</u> services (hereinafter "(Services") and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as "Bid Specifications"; and

WHEREAS, Contractor submitted a bid for the Services in the amount of <u>Thirty One</u>

<u>Thousand Two Hundred Five Dollars</u> (<u>\$31,225</u>) dollars in response to the request for bids advertised by the Village, a copy of which Bid is also included in the Bid Specifications

WHEREAS, the Contractor's bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on <u>August 16, 2021</u>.

NOW THEREFORE, in consideration of <u>Thirty One Thousand Two Hundred Twenty</u>

Five Dollars (\$31,225) to be paid by the Village to the Contractor for work completed as described by the bid specifications for tree replacement, the parties hereto agree and covenant as follows:

- 1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
- 2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and the Bid and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.
- 3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

- 4. The Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.
- 5. If required pursuant to Village ordinance or the Bid Specifications, the Contractor shall supply a payment and performance bond and surety in form acceptable to the Village before performing the Services.
- 6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.
- 7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.
- 8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.
- 9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.
- 10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.
- 11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora	Acres Group		
By: Mark Gaffino,	By:		
Village President			
Title	Title		