

**Meeting Held Electronically**



**COMMITTEE OF THE WHOLE MEETING**  
**MONDAY, SEPTEMBER 20, 2021**  
(Immediately following the Village Board Meeting)

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**DISCUSSION**

1. Gerald Genesis Incentive Agreement
2. Public Works Facility Project Architect Presentation
3. Green Infrastructure Policy
4. 2021 Pavement Assessment and Proposed 2022 Road Program

**EXECUTIVE SESSION**

**ADJOURN**

Initials: JB

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** 204 HANSEN BOULEVARD: GERALD GENESIS INCENTIVE REQUEST  
**AGENDA:** SEPTEMBER 20, 2021 COMMITTEE OF THE WHOLE MEETING

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**DISCUSSION**

Over the past few years, the Gerald Auto Group has been making significant investments in their facilities located in the North Aurora Auto Mall. The Gerald Group owns and operates the KIA, Subaru, Hyundai and Nissan dealerships located on Hansen Boulevard. In 2018, Gerald purchased the former Fox Valley Ford property at 208 Hansen Boulevard and opened Gerald Ford. On September 21, 2020, the Village Board approved an Economic Incentive Agreement for the Gerald Ford Dealership. The Economic Incentive Agreement approved a rebate of \$900,000 to be paid over a 10-year period based upon annual sales over the \$219,500 sales tax base threshold rebated back to Gerald at 85%.

Gerald has conducted sales of the Genesis automobile franchise along with the Hyundai franchise at 209 Hansen Boulevard for several years. Genesis has recently encouraged dealers to create separate facilities for Genesis apart from Hyundai to facilitate establishment of Genesis as a luxury brand. The property located across the street at 204 Hansen Boulevard has been utilized as the Gerald Auto Group's centralized accounting office since 2016. 204 Hansen Boulevard was last used for Motor Vehicle Sales in 2016 when Kia operated on the property. Kia later moved to 201 Hansen Boulevard. Gerald would now like to remodel 204 Hansen Boulevard and move the Genesis franchise to that property to become the first standalone Genesis dealership in the Chicago area.

According to Gerald, the estimated remodeling cost would be approximately \$4,000,000. They anticipate this project will generate approximately \$150,000 of annual incremental retailer's occupation tax revenue to the Village in the first full year of operations and over \$300,000 of annual incremental retailers' occupation tax in six to seven years once fully operational.

Gerald is requesting financial assistance with the Genesis project and requesting a rebate of 50% of the retailers' occupation tax generated by Genesis of North Aurora for up to fifteen years, including a cap of \$2,000,000. According to Gerald, the \$2,000,000 represents approximately half of the estimated remodeling project investment.

The Village Board discussed this item at the August 16, 2021 Committee of the Whole meeting and was supportive of the request.

A draft Economic Incentive Request has been prepared for review. Staff is now soliciting feedback from the Village Board on the proposed draft Economic Incentive Request.

## ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **Village of North Aurora**, an Illinois municipal corporation (hereinafter referred to as the "Village") and the owner of the property at 204 Hansen Bld. North, Aurora, IL (the "Property"), Gerald Realty Holdings, LLC, an Illinois limited liability company (hereinafter referred to as the "Owner") and Gerald Hyundai, Inc. (d/b/a Genesis of North Aurora) an Illinois corporation (hereinafter referred to as the "Dealer").

### WITNESSETH:

**WHEREAS**, the Village, pursuant to Section 10 of Article VII of the Constitution of the State of Illinois, is authorized to contract or otherwise associate with individuals in any manner not prohibited by law or by ordinance; and

**WHEREAS**, 65 ILCS 5/8-11-20 (the "Economic Incentive Act") authorizes municipalities to enter into economic incentive agreements that provide sales tax rebates in order to encourage the development or redevelopment of land within their corporate limits; and

**WHEREAS**, the Property owned by Owner and to be occupied by Dealer has been significantly underutilized for more than a year, operating only as an accounting support office since 2016, and not generating any sales tax in the Auto Mall; and

**WHEREAS**, the Owner and Dealer desire to remodel the existing building into a car dealership for the sale of Genesis automobiles (the "Project"); and

**WHEREAS**, the Owner and Dealer represent and warrant that the costs involved in the Project would make the project not economically feasible without help from the Village in the form of the requested rebate of a portion of the Sales Taxes (as hereinafter defined) that are projected to be generated by the revenue generated by the Project for a certain period of time, pursuant to the terms of this Agreement; and

**WHEREAS**, the Project is expected to create 24 new full time jobs in the short term with additional jobs expected to be created over time; and

**WHEREAS**, the Project will strengthen the commercial sector and enhance the tax base of the Village; and

**WHEREAS**, without this Agreement, the Project would not be economically feasible; and

**WHEREAS**, the Owner and Dealer meet high standards of creditworthiness and financial strength, including evidence of equity financing for more than ten percent (10%) of the project costs; and

**WHEREAS**, the President and Board of Directors of the Village of North Aurora have determined that entering into this Agreement is in the best interest of the Village.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, the Village, the Owner and the Dealer agree as follows:

**Section 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference as substantive provisions of this Agreement.

**Section 2. Conditions precedent.** All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions on or before the Commencement Date (as hereinafter defined):

**A. Approvals.** The Owner shall obtain all necessary Village approvals regarding the Project.

**B. Code Compliance.** The Owner shall be in full compliance with all applicable codes, ordinances, rules and regulations of the Village relating to the development of the Project, including, but not limited to, the Village's Zoning Ordinance, unless the Village has granted exceptions to said codes, ordinances, rules or regulations.

**C. Other Compliance.** The Owner shall comply with all the terms and conditions in this Agreement, which are conditions precedent to the Village's obligation to disburse any Sales Tax revenues to the Owner.

**Section 3. Sales Tax Distribution.**

**A. Definitions.** For purposes of this Agreement, capitalized terms not otherwise defined herein shall have the following meanings:

"Commencement Date" means the 1<sup>st</sup> day of the month following issuance of the Certificate of Occupancy by the Village in connection with the Project.

"Department" means the Illinois Department of Revenue.

"Sales Taxes" means the municipal portion of any and all of those taxes imposed by the State of Illinois pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act, each as supplemented and amended from time to time, or any substitute taxes therefor as provided by the State of Illinois in the future (commonly referred to as the Village's Municipal 1%).

"Sales Tax Participation Period" means a period of fifteen (15) years beginning on the Commencement Date.

"Sales Tax Year(s)" means the twelve (12) consecutive month period starting on the Commencement Date and ending twelve (12) months later, and each consecutive succeeding 12-month period thereafter.

**B. Determination of Annual Incentive.** Provided the Owner shall materially comply with and continue to be in material compliance with the provisions of this Agreement, subject to the expiration of any cure period as provided in Section 17 hereof, the Village shall distribute fifty percent (50%) of the Sales Taxes generated by taxable sales activity of the Property for each of the Sales Tax Years during the Sales Tax Participation Period to the Owner, subject to the

terms and conditions of this Agreement, including, but not limited to, the limitations in Subsection D below.

The Village shall distribute the rebates as provided above only to the extent that Sales Taxes are actually received by the Village from the Department (the "Sales Tax Distributions"), and the Sales Tax Distributions shall not be subject to any minimum guaranty or maximum limitation.

**C. Quarterly Payments.** For each Sales Tax Year during the Sales Tax Participation Period in which Sales Taxes are received by the Village, the Village Shall make four (4) quarterly Sales Tax Distributions, for an aggregate total of sixty (60) possible Sales Tax Distributions over the life of this Agreement. The Village shall compute the Sales Taxes for each quarterly period and make the Sales Tax Distribution in accordance with the formula set forth above in Section 3(B). The Village shall make the quarterly Sales Tax Distributions when Sales Taxes are received by the Village, based on the computation of the Sales Taxes received for each preceding quarterly period during the Sales Tax Participation Period after the Village has received the necessary information from the State.

**D. Limitations.** The Sales Tax Distributions set forth herein shall be subject to the following additional terms and conditions:

1. Such Sales Tax Distributions shall be payable solely from Sales Taxes received by the Village from the Department and originating from the taxable sales activities on the Property, and the Village shall not be obligated to pay any Sales Tax Distributions identified herein from any other fund or source.

2. The Village shall not be required to make any Sales Tax Distributions from any Sales Taxes generated after expiration of the Sales Tax Participation Period. The foregoing, however, shall not relieve the Village from making Sales Tax Distributions from Sales Taxes paid after expiration of the Sales Tax Participation Period, subject to the limitations of this Section, to the extent that such Sales Taxes were generated during the Sales Tax Participation Period.

3. Sales tax distributions are limited under this Agreement to fifty percent (50%) of the Sales Taxes generated by taxable sales activities of the Property for each of the Sales Tax Years during the Sales Tax Participation Period to the Owner capped at total payments not to exceed, in the aggregate, Two Million Dollars (\$2,000,000.00) (the "Incentive Cap"). The Owner and Dealer acknowledge that the Incentive Cap is not guaranteed if the Sales Tax Participation Period ends before the Incentive Cap is reach, and the sales tax distributions will cease if the Incentive Cap is reached before the end of the Sales Tax Participation Period.

4. The Village does not warrant or guarantee that the payments will reach the Incentive Cap by the end of the Sales Tax Participation Period. The Owner and Dealer acknowledge that the sales tax distributions will cease at the end of the Sales Tax

Participation Period even if the total sales tax distributions have not reached the Incentive Cap.

**E. Change in Law.** The Parties acknowledge that the agreement to distribute Sales Taxes as herein provided is predicated on existing law in the State of Illinois providing for the payment to Illinois municipalities of one percent (1%) of the Sales taxes generated within each such municipality. The General Assembly of the State of Illinois, from time to time, has considered modifying or eliminating the distribution of Sales Tax Revenues to Illinois municipalities. The parties desire to make express provision for the effect of such change on the operation of this Section 3. Accordingly, the parties agree as follows:

1. The Village shall not, under any circumstances, be required to impose a municipal sales tax or other tax for the purpose of providing an alternate source of funds for the Sales Tax Distributions herein contemplated.

2. If the Illinois General Assembly hereafter eliminates the distribution of sales tax revenues to Illinois municipalities, then the Village shall have no obligation to make Sales Tax Distributions to the Owner based on the taxable sales activities generated by the Project, except to the extent provided otherwise in Subparagraph 4 of this Section 3 subsection E. However, in the event the Village can ascertain with specificity the amount of Sales Taxes being received by the Village as a direct result of the taxable sales activities generated by the Project from the Owner's or Dealer's records (certified copies of which the Owner or Dealer shall prove to the Village), the Village shall make the Sales Tax Distributions.

3. If the Illinois General Assembly hereafter and during the Sales Tax Participation Period reduces the percentage of sales tax revenues distributed to Illinois municipalities, Sales Tax Distributions provided for herein shall continue but solely to the extent the Sales Taxes generated from taxable sales activities of the Property exceed the Base Annual Sales Tax, with such distribution continuing to be made in accordance with the distribution formula contained in this Section 3.

4. If the Illinois General Assembly hereafter and during the Sales Tax Participation Period eliminates or reduces the formula for the distribution of sales tax revenues, as contemplated in Subparagraphs 2 or 3 hereof, and (a) if the Village, during any such period of elimination or reduction occurring within the Sales Tax Participation Period, if authorized by law, imposes a municipal sales tax on retail sales activities occurring within the Village's boundaries, or (b) if the Illinois General Assembly imposes a state service tax or authorizes a local service tax, that can be rebated as authorized by law, and Village obtains a percentage of service tax revenues through the State or imposes and collects a local service tax that can be rebated, then the sales tax revenues or service tax revenues generated thereby, in excess of the Base Annual Sales Tax from retail sales activities or service activities of the Property, shall be distributed in accordance with the distribution formula contained in this Section 3.

**F. Required Information.** The Village shall provide such authorization and/or take such additional actions as may reasonably be required to obtain necessary information from the Department to enable the Village to determine the amount of Sales Taxes generated by all taxable sales activities of the Property during any portion of the Sales Tax Participation Period. The Owner and/or Dealer shall take all reasonable actions necessary to provide the Department with any and all documentation, to the extent reasonably available, that may be required by the Department and shall provide the Village with a power of attorney letter addressed to, and in a form satisfactory to, the Department authorizing the Department to release all general gross revenue and sales tax information to the Village which letter shall authorize disclosing such information to the Village during the Sales Tax Participation Period. If the Department refuses or otherwise fails to make the necessary sales tax information available to the Village, then the Owner and/or Dealer shall furnish to the Village copies of the ST-1 and ST-2 and 556 monthly statements filed with the Department, certified by the Owner, showing the amount of Sales Taxes paid during such month by the Owner and/or Dealer, and to the extent permitted by tenant leases, the same information for all tenants of the Property, together with evidence of the payment of such revenues, and the Village agrees to rely on such certified monthly statements and evidence of payment in calculating the amount of Sales Tax Distributions available for disbursement to the Owner and/or Dealer hereunder. If the Department stops using either the ST-1 or ST-2 monthly statement forms for the reporting of gross sales receipts and the determination of gross sales tax obligations, then the Owner and/or Dealer shall furnish the Village, and the Village, in fulfilling its obligations under this Section 3, shall rely on such equivalent or replacement forms as the Department may then employ for determining and receiving such information, provided the Village receives certified copies of such equivalent or replacement forms and evidence of payment of the sums referred to in such forms.

**G. Confidentiality.** The Village, to the fullest extent permitted by law, shall treat information received by it pursuant to this Section 3 as confidential proprietary business information under the Illinois Freedom of Information Act, and, to the extent the Village is required to disclose such information, it shall limit such disclosure, to the extent possible, to the release of general “gross” revenue and sales tax information so that the proprietary information of individual businesses, lessees, and purchases is protected and kept confidential, including, but not limited to, the identity of the Owner and the specifics of the Owner’s tax returns. Owner acknowledges that some aggregate information may be disclosed through the Village’s obligation to disclose payments made under this Agreement through payment of bills, annual Treasurer’s Report or other similar reporting the Village is required to do.

**H. Budgeting.** The Village shall provide for payments required under this Section 3 in its annual budget ordinances for the fiscal year in which such payment may be due.

**I. No Guaranty.** The Village has made its findings that the incentive is warranted under the terms of the Economic Incentive Act, but the Village makes no guaranty thereto. If this Economic Incentive Agreement is adjudicated and found to be invalid, and the payment of the Sales Tax Distributions are not, therefore allowed, the Village shall have no further liability to the Owner to make such Sales Tax Distributions from and after the date of such adjudication.

**Section 4. Notices.** All Notices and requests required pursuant to this Agreement shall be sent by personal deliver, overnight courier, or certified mail as follows:

To the Owner: Gerald Realty Holdings, LLC  
c/o John Dvorak, CFO  
204 Hansen Boulevard  
North Aurora, IL 60542  
jdvorak@geraldauto.com

With a copy to: Vince Rosanova  
Rosanova & Whitaker LTD  
127 Aurora Avenue  
Naperville, IL 60540  
vince@rw-attorneys.com

To the Village: Village of North Aurora  
c/o The Village Administrator  
25 East State Street  
North Aurora, Illinois 60542  
Sbosco@northaurora.org

With a copy to: Kevin Drendel  
Drendel & Jansons Law Group  
111 Flinn Street  
Batavia, Illinois 60510  
kgd@batavialaw.com

Or at such addresses as the parties may indicate in writing to the other by personal delivery, facsimile or email transmission, overnight courier, or certified or registered mail, return receipt requested, with proof of deliver thereof. Notices shall be deemed delivered to the address set forth above (a) when delivered in person on the business day it is delivered or the next business day if not delivered on a business day, (b) when delivered by facsimile or email with proof of delivery, on the business day it is delivered or the next business day if not delivered on a business day, (c) on the same business day received if delivered by overnight courier, or (d) on the third business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.

Business days shall be the days that the Village of North Aurora is open according to its published schedule.

**Section 5. Governing Law.** This Agreement shall be construed and enforce in accordance with the laws of the State of Illinois.

**Section 6. Successors and Assigns; Assignment.** All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of all of the successors and assigns of the parties hereto. This Agreement shall be considered to run with the land, the incentive provided in this Agreement shall only inure to the benefit of the title owner(s) and/or dealer(s) in possession of the Property. The right to receive the incentive shall cease as to any entity that no longer has



title to the Property or which no longer is in lawful possession of the Property. No assignment shall be valid or effective unless or until written notice is given to the Village of the proposed assignment and written consent by the Village, which consent shall not unreasonably be denied for an assignment to any entity or entities in title to the Property and/or any entities in lawful possession of the Property that are operating as an automobile dealer, providing that they have acknowledged and agreed to the terms and conditions of this Agreement in writing.

**Section 7. Third-Party Beneficiaries.** The Village and the Owner agree that this Agreement is for the benefit of the parties hereto and not for the benefit of any third-party beneficiary. Except as otherwise provided herein, no third party shall have any rights or claims against the Village arising from this Agreement.

**Section 8. Time is of the essence.** Time is of the essence under this Agreement, and all the time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

**Section 9. Limitation of Liability.** Notwithstanding anything herein to the contrary by implication or otherwise, any obligations of the Village created by or arising out of this Agreement shall not be general debt of the Village on or a charge against its general credit or taxing powers but shall be payable solely out of the Sales Tax revenues as set forth in Section 3. No recourse shall be had for any payment pursuant to this Agreement against any officer, employee, attorney, or elected or appointed official, past, present, or future of the Village.

**Section 10. No Waiver or Relinquishment of Right to Enforce Agreement.** Failure of any party to this Agreement to insist on the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, on any other party imposed shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement, or condition, which shall continue to full force and effect.

**Section 11. Village Approval or Direction.** When Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the President and Board of Trustees of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

**Section 12. Section Headings and Subheadings.** All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

**Section 13. Authority to Execute.** The Owner hereby represents and warrants that it has the requisite authority to enter into this Agreement and that the individual signing this Agreement on behalf of the Owner is duly authorized agent of the Owner and is authorized to sign this Agreement. The President and Village Clerk of the Village hereby warrant that they have been lawfully authorized by the President and Board of Trustees of the Village to execute this Agreement.

**Section 14. Amendment.** This Agreement sets forth all the promises, inducements, agreements, conditions, and understanding between the 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 related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the

parties hereto unless authorized in accordance with law and reduced in writing and signed by them. However, whenever under the provisions of this Agreement any notice consent of the Village or the Owner is required, or the Village or the Owner is required to agree or to make some action at the request of the other, such approval or such consent or such request shall be given for the Village, unless otherwise provided herein, by the President or his designee and for the Owner by any officer or employee as the Owner so authorizes.

**Section 15. Acknowledgement.** The Owner and Dealer acknowledge and understand that the incentive is based on the generation of sales taxes from retail sales on the Property and is dependent upon the Owner and Dealer or other third party lessee cooperating together to provide the authorization, if necessary, for the Village to obtain the sales tax information. The Owner and Dealer hereby agree to provide whatever authorization may be necessary at any time during the Sales Tax Participation Period to release the sales tax information to the Village. If the Owner leases or Dealer subleases the property to any third-party dealer, they shall be solely responsible for obtaining that third-party dealer's consent and authorization. The Village shall have no responsibility or obligation to obtain such consent and authorization from the Dealer or any other third-party dealer. The Dealer shall not be bound by the terms of this Agreement except to the extent that the Dealer hereby agrees to consent to the release of sales tax information and to sign any required authorization form, and any understanding or agreements beyond the terms of this Agreement shall remain purely between the Owner and the Dealer.

**Section 16. Counterparts.** This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.

**Section 17. Default.** In the event of any material default under or violation of this Agreement, the party not in default or violation shall serve written notice on the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. All parties hereto reserve the right to cure any violation of this Agreement or default by any of them hereunder within 30 days after receipt of written notice of such default; provided, however, that said 30-day period shall be extended (a) if the alleged violation or default is not reasonably susceptible to being cured within this 30-day period, (b) if the party in default has promptly initiated a cure or the violation or default, and (c) if the party in default diligently and continuously pursues a cure of the violation or default until its completion.

**Section 18. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provisions shall be deemed to be excised from this Agreement, and the invalidity thereof shall not affect any of the other provisions contained herein.

**Section 19. Term.** Once the Village has made all of the Sales Tax Distributions as required hereunder or the Sales Tax Participation Period ends and the final distribution is made, this Agreement shall become null and void and be of no further force or effect. The parties agree that there is no minimum guaranty or maximum amount for the distributions to be made, but the distributions shall depend solely upon the sales taxes generated on the Property and the Sales Taxes received by the Village as its municipal share of the sales taxes paid to the State.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the date and year first written above.

VILLAGE OF NORTH AURORA,

an Illinois municipal corporation.

By: \_\_\_\_\_  
President, Mark Gaffino

Attest: \_\_\_\_\_  
Village Clerk, Jessica Watkins

OWNER:  
Gerald Realty Holdings, LLC, an Illinois limited liability company

By: Gerald Management Company, LLC,  
an Illinois limited liability company

Its: Manager

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

Name: Neil D. Gerald

Title: Manager

Date: \_\_\_\_\_, 2021

DEALER (as to Section 15 only):  
Gerald Hyundai, Inc., an Illinois corporation  
d/b/a Genesis of North Aurora

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

Name: J. Douglass Gerald

Title: President



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: September 20, 2021  
Re: Public Works Facility Expansion Architecture Selection

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In order to design and construct the Public Works Facility Expansion the Village needs to assemble a team of architects, engineers, and construction managers. At the May 17, 2021 Village Board Meeting, the Village began this process by selecting WBK to perform site related civil engineering design services for the project. The next step is to select an architect followed by the construction manager.

On July 26, 2021 the Village advertised a Request for Proposals (RFP) for Architectural/Engineering Services. Twelve qualified firms submitted Statements of Qualifications (SOQ) for consideration. The Village's selection committee, consisting of six staff members, thoroughly evaluated the qualifications of each firm. This committee identified two firms that were the most qualified and contacted them to participate in the interview process so that we could more carefully consider which firm would fit best with our design team. After conducting the interviews staff deliberated and came to a consensus that Williams Architects is the most qualified firm for this project. Williams was invited to the Committee of the Whole meeting to introduce their firm and discuss their experience and credentials.



# Memorandum

To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: August 30, 2021  
Re: Green Infrastructure Strategies

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Periodically the Illinois Environmental Protection Agency (IEPA) will audit the Village to ensure that we are in compliance with its Municipal Separate Storm Sewer System (MS4) IL40 permit that regulates stormwater pollution. On May 10, 2021, our auditor indicated that we needed to bolster our Green Infrastructure strategies to come into compliance with the permit requirement. The comment specifically said:

1. The Village needs to include more Green infrastructure strategies and green strategy cost and benefits education.

The strategies in this policy are implemented to improve water quality by strategically implementing Green Infrastructure principles into infrastructure projects.

## **Green Infrastructure**

### **1. Purpose**

The Village of North Aurora seeks to improve water quality by strategically implementing Green Infrastructure principles into infrastructure projects.

### **2. Definition**

Section 502 of the Clean Water Act defines green infrastructure as "...the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspiration stormwater and reduce flows to sewer systems or to surface waters. Green infrastructure is a patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the neighborhood or site scale, stormwater management systems that mimic nature soak up and store water.

### **3. Benefits**

Green Infrastructure principles can lead to a cleaner environment and reduce flooding by encouraging infiltration that will recharge aquifers, filter out pollutants, and reduce the volume of runoff.

### **4. Policy Goals**

The Village's Green Infrastructure policy will consider implementing green infrastructure principles through the planning, design, and implementation processes for construction, reconstruction, or retrofit of public infrastructure projects and private development. Implementing green infrastructure throughout the Village can demonstrate the Village's commitment to a cleaner environment and influence citizens to be more environmentally conscious.

### **5. Exemptions**

Green Infrastructure strategies are intended to be implemented where they are context sensitive and financially appropriate. Retrofitting historic properties to include green roofs may not be an appropriate green infrastructure strategy. Similarly it is not the intent of this policy to impose strategies that would limit the ability to develop a property or complete a project. Rather the intent is to consider how green infrastructure can enhance a project and improve the environment in a responsible manner within the context of the project.

### **6. Evaluation Goals**

Success of this project will be measured by the number of projects that plan for, design, and construct projects that include green infrastructure principles.

# Memorandum



To: Mark Gaffino, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: Brandon Tonarelli, Village Engineer  
Date: September 15, 2021  
Re: 2021 Pavement Assessment and Proposed 2022 Road Program

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The Village recently completed an assessment of the pavement condition of all the Village maintained streets. The consultant, MDS Technologies, visually evaluated all of the pavement based on the Pavement Condition Index (PCI). A summary of this year's results is provided below:

Summary Linear Feet			
Group	Totals [ft]	Percentage	PCI Range
Good	100,511	27.05%	86-100
Satisfactory	60,531	16.29%	71-85
Fair	87,654	23.59%	56-70
Poor	81,159	21.85%	41-55
Very Poor	34,902	9.39%	26-40
Serious	6,761	1.82%	16-25
Failed	-	0.00%	0-15
Overall Total [ft]	371,518	100.00%	
Overall Total [miles]	70		
Average Network Pavement Condition Index			68

In comparison to the previous PCI study completed in 2017, the average network pavement condition has increased by 6 points. The increase in the PCI score can be attributed to the following factors: variance in scoring between the two studies, a few roads that were in good conditions were missed in the previous study, and the Village has increased funding the past few years for the road program.

Annually the Public Works Department prepares a presentation for the selection of streets for the road maintenance program. This year the road program will be

continuing with the subdivisions on the east side that were started this year. The streets targeted for the 2022 Road Maintenance Program are listed in the table below:

#	Street Name	From	To
1	Pinecreek Drive	Butterfield Rd	Doral Ln.
2	Matthias Court	Pinecreek Dr	End
3	Hammer Lane	Pinecreek Dr	Doral Ln.
4	Doral Lane	Hammer Ln	Oak Crest Dr
5	Slaker Court	Doral Ln	End
6	Dewig Court	Doral Ln	End
7	Spyglass Court	Doral Ln	End
8	Wingfoot Drive	Oak Crest Dr	Hart Rd.
9	Oak Crest Drive	Wingfoot Dr	Turnberry Dr
10	Cantigney Court	Oak Crest Dr	End
11	Columbia Circle	Wingfoot Dr	Wingfoot Dr
12	Woodlawn Drive	Hartfield Dr	Columbia Circ
13	Hart Road	Village Limit	Village Border
14	Aster Court	Fairfield Way	Winterberry Ct
15	Winterberry Court	Aster Ct	Meadow Ln
16	Meadow Lane	Fairfield Way	Hartfield Dr
17	Clark Street	Oak Crest Dr	Village Border
18	Turnberry Drive	Oak Crest Dr	Clark St
19	Hartfield Drive	Greenbriar Ct	Hart Rd
20	Greenbriar Court	Hartfield Dr	End
21	Fairfield Way	Greenbriar Ct	Hartfield Dr
22	Derby Drive	Fairfield Way	Village Border
23	Augusta Drive	Oak Crest Dr	Hartfield Dr
24	Coghill Court	Turnberry Dr	End

The estimated 2022 road program is \$3 million and the Capital Projects Fund has an adequate fund balance to cover the higher program cost in 2022.





# Pavement Assessment Study & Annual Road Program

Committee of the Whole Presentation

September 20, 2021

# Pavement Assessment Study



Evaluation of the road condition and assigns a Pavement Condition Index (PCI)

PCI is based on video data collected and analyzed by consulting firm MDS

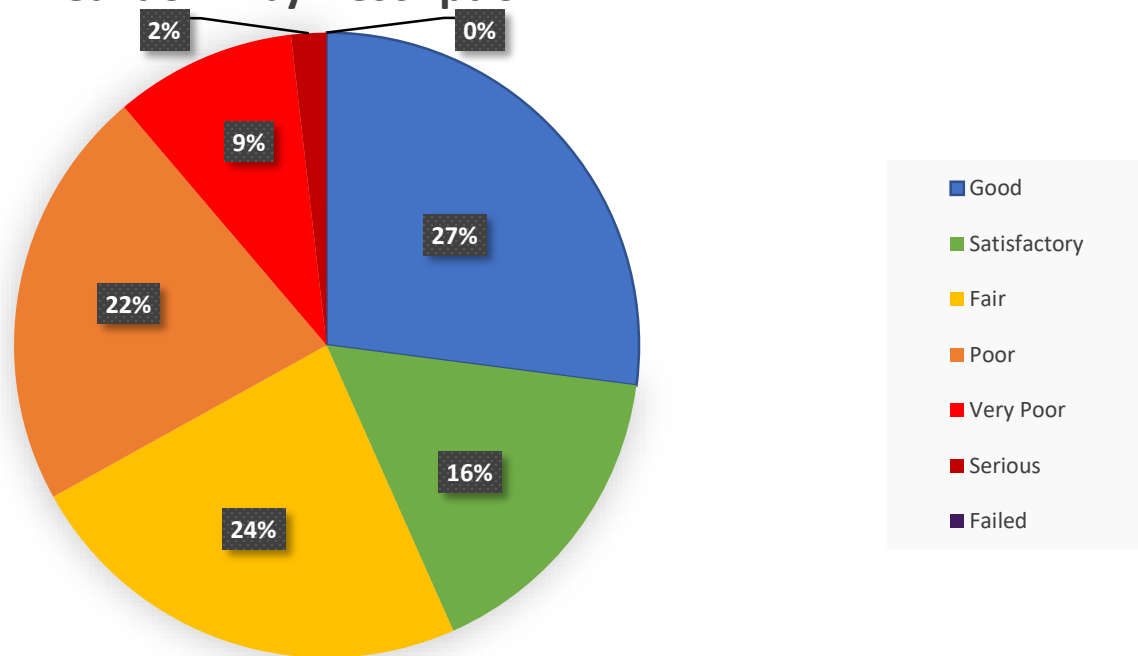
Study uses video data to identify pavement distresses

Pavement distresses include: rutting, potholes, cracks, flushing, polishing, etc.

# Road Network Condition by Category



Road Index Breakdown by Description



# Road Network Summary Comparison

## 2017



VILLAGE OF  
**NORTH  
AURORA**  
Crossroads on the Fox

## 2021

Summary Linear Feet			
Group	Totals [ft]	Percentage	PCI Range
Good	83,613	22.97%	86-100
Satisfactory	39,871	10.95%	71-86
Fair	76,197	20.93%	56-70
Poor	93,669	25.73%	41-55
Very Poor	64,137	17.62%	26-40
Serious	5,846	1.61%	16-25
Failed	734	0.20%	0-15
Overall Total [ft]	364,067	100.00%	
Overall Total [miles]	69		
Average Network Pavement Condition Index			62

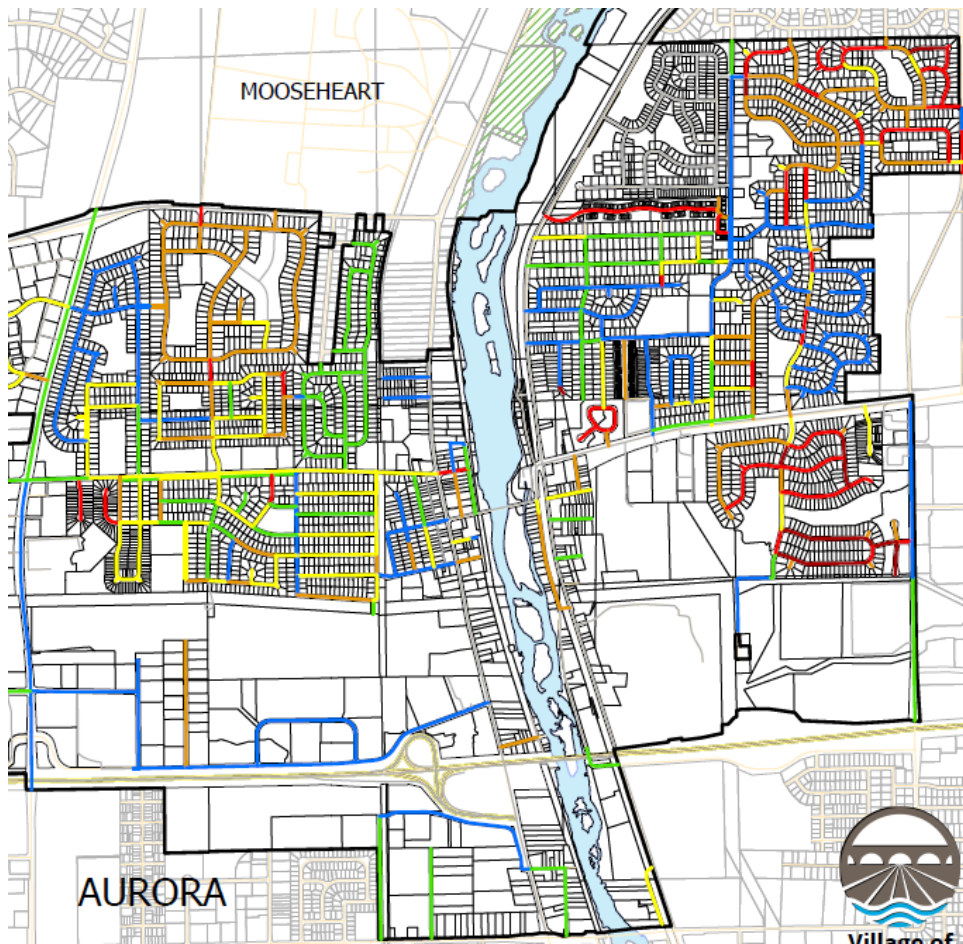
Summary Linear Feet			
Group	Totals [ft]	Percentage	PCI Range
Good	100,511	27.05%	86-100
Satisfactory	60,531	16.29%	71-85
Fair	87,654	23.59%	56-70
Poor	81,159	21.85%	41-55
Very Poor	34,902	9.39%	26-40
Serious	6,761	1.82%	16-25
Failed	-	0.00%	0-15
Overall Total [ft]	371,518	100.00%	
Overall Total [miles]	70		
Average Network Pavement Condition Index			68

# Prescribed Maintenance per Group



Group	PCI Range	Description	Typical Action
<b>Good</b>	86-100	Good	None
<b>Satisfactory</b>	71-85	Satisfactory	Lighter Duty Preventative Maintenance (e.g. crack sealing, slurry seal)
<b>Fair</b>	56-70	Fair	Preventative Maintenance (e.g. microsurfacing)
<b>Poor</b>	41-55	Poor	Overlay/Mill and Overlay
<b>Very Poor</b>	26-40	Very Poor	Base Repair + Mill and Overlay/Partial Reconstruction
<b>Serious</b>	16-25	Serious	Partial Reconstruction/Full Reconstruction
<b>Failed</b>	0-15	Failed	Full Reconstruction

# Pavement Indices East Side



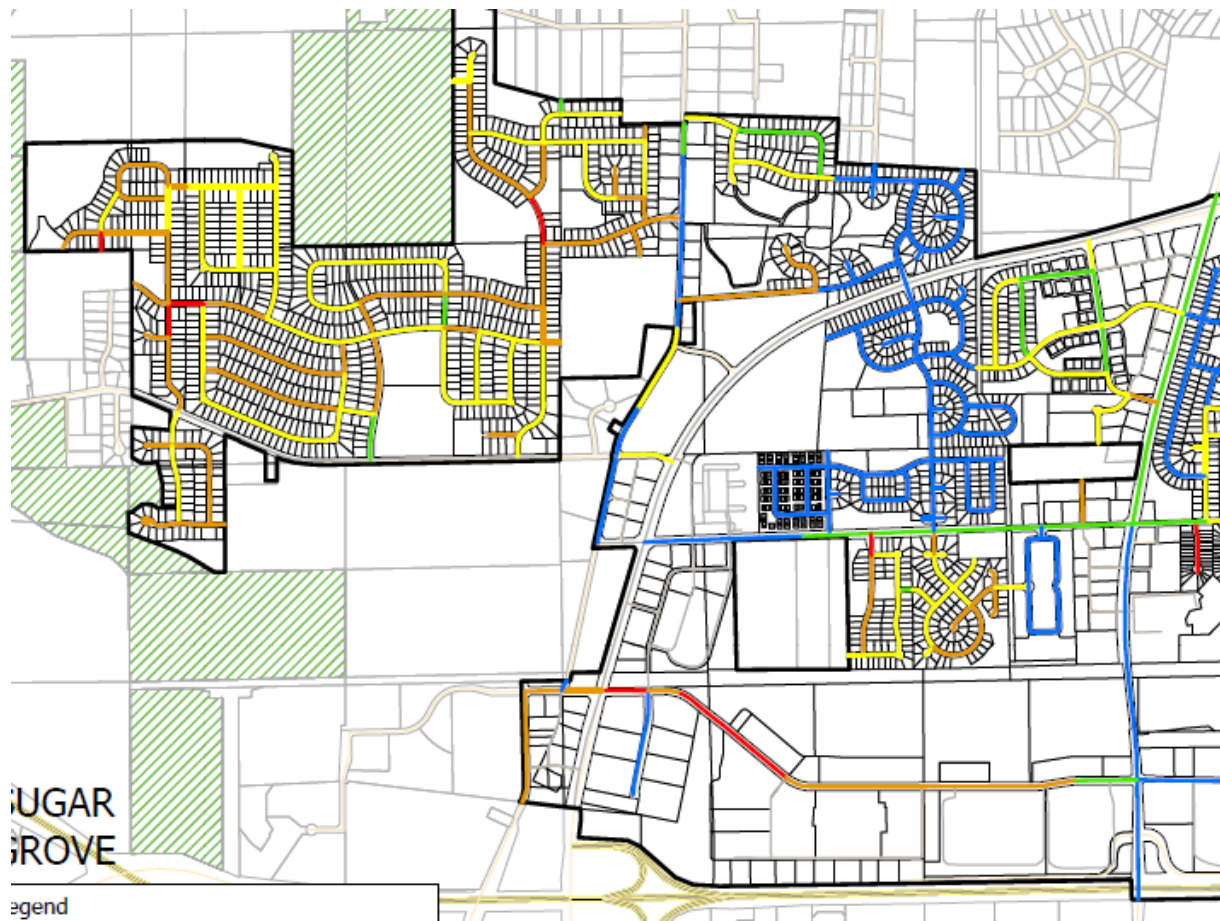
## Legend

### PCI Score 2021

—	0.00
—	0.01 - 9.99
—	10.00 - 24.99
—	25.00 - 39.99
—	40.00 - 54.99
—	55.00 - 69.99
—	70.00 - 84.99
—	85.00 - 100.00



# Pavement Indices West Side



## Legend

### PCI Score 2021

0.00
0.01 - 9.99
10.00 - 24.99
25.00 - 39.99
40.00 - 54.99
55.00 - 69.99
70.00 - 84.99
85.00 - 100.00

# Road Maintenance Strategy



Use the results in combination with road history to formulate a strategy to optimize the funding that we use for road maintenance.

Determine if water main and sanitary sewer repairs are needed in the area

Use the results a planning tool for budgeting by

- Develop detailed 5 year road maintenance schedule

- Develop a 10 year road maintenance forecast

Perform maintenance as scheduled, then update the model by adjusting pavement indices.

Periodically repeat the Pavement Assessment at 3-5 year intervals to maintain accuracy.





# Funding Available for Upcoming Road Programs

“Base revenues” dedicated to Capital Funding about \$1,600,000 +/- annually (0.50% non home rule sales tax, 3.0% utility tax)

Supplemental General Fund transfers to Capital Projects Fund the last three years:

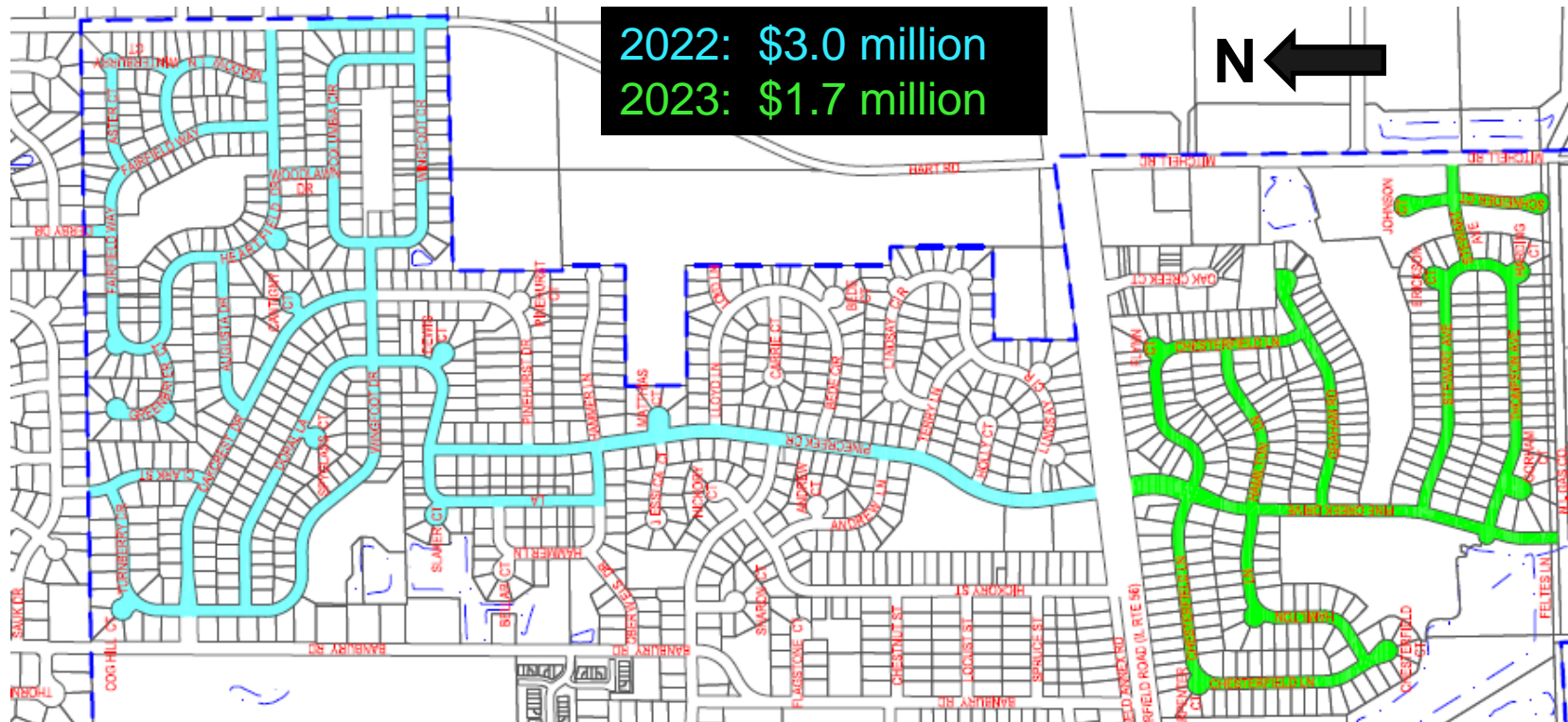
FY '19 \$380,000	FY '20 \$750,000	FY '21 \$3,200,000
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FY '21 Capital Projects Fund year ending Fund Balance increased \$3.7M to \$7.4M

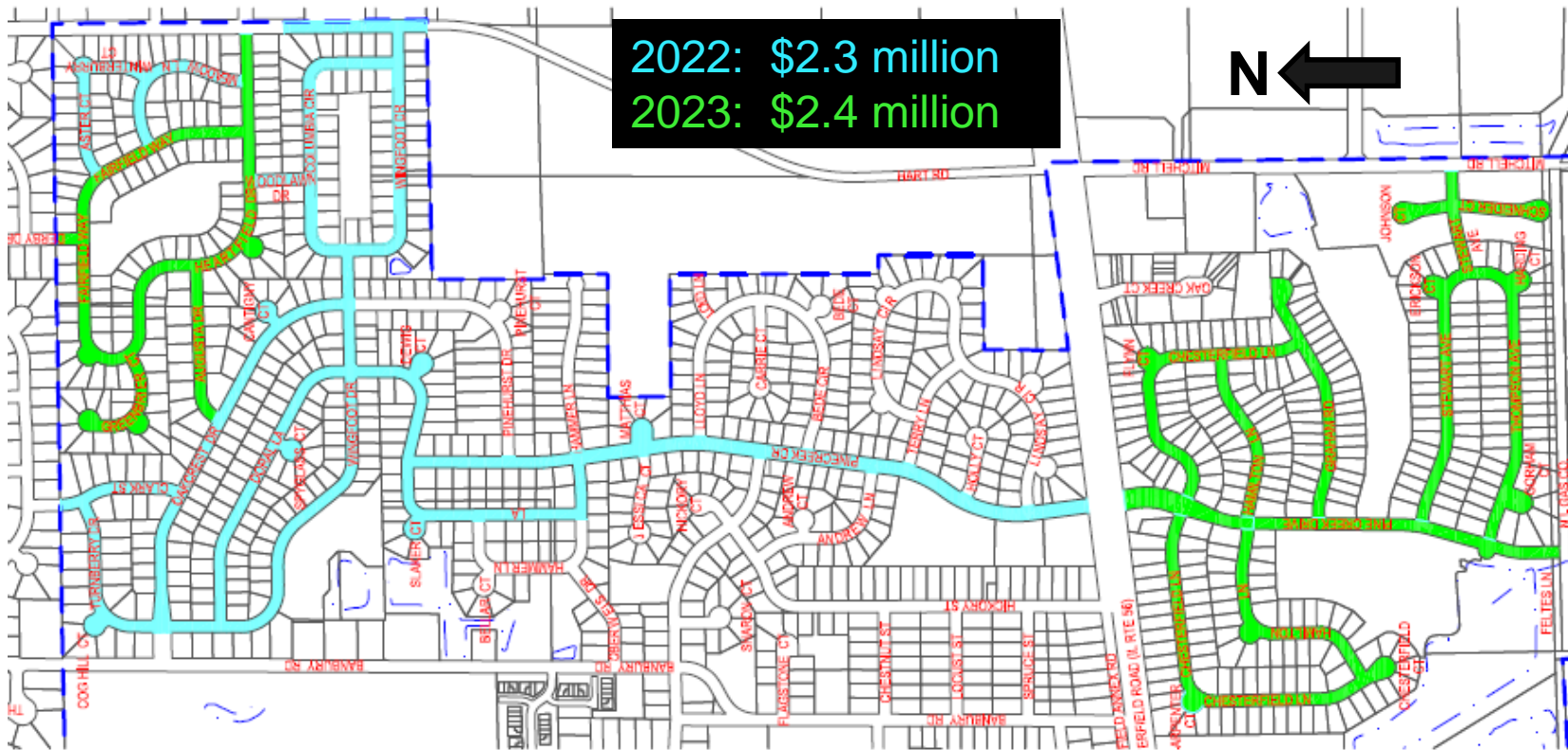
\$1.9M 2021 Road Program Funded in Current FY '22 budgeted to use \$700,000 in Capital Funding and \$1,200,000 in MFT Funding; Actual was all \$1,440,000 100% MFT Funded

After consideration of setting aside funds for future Public Works Facility project, increased funding available for 2022 Road Program

# Road Program Option #1



# Road Program Option #2



# 2022 Road Program Area Selection



	PCI	Condition
Coghill Ct	69	Fair
Cantigny Ct	67	Fair
Dewig Ct	62	Fair
Slaker Ct	57	Fair
Wingfoot Dr	44	Poor
Pinecreek Dr	49	Poor
Fairfield Way	45	Poor
Hartfield Dr	47	Poor
Augusta Dr	54	Poor
Doral Ln	44	Poor
Derby Dr	53	Poor
Spyglass Ct	52	Poor
Matthias Ct	50	Poor
Hammer Ln	46	Poor
Oak Crest Dr	43	Poor
Clark St	42	Poor
Meadow Ln	36	Very Poor
Hart Rd	37	Very Poor
Turnberry Dr	35	Very Poor
Columbia Cir	34	Very Poor
Winterberry Ct	32	Very Poor
Greenbriar Ct	27	Very Poor
Aster Ct	24	Serious
Length Weighted Avg	42	

- Average PCI Score: 42 categorized as “Poor”
- Roads demonstrated significant need for maintenance
- Addresses roads that have a significant amount of alligator cracking and rutting
- Streets has a significant amount of curb deterioration
- Estimated to be \$3.0M for 5.1 miles of road maintenance