

ANNUAL TAX INCREMENT FINANCE REPORT



SUSANA A. MENDOZA
ILLINOIS STATE COMPTROLLER

2024

4/30/2024

Unit Code: 045/095/32

First Name:	Scott	Last Name:	Koeppel
Address:	160 S. Municipal Dr., Suite 110	Title:	Village Administrator
Telephone:	630-391-7205	City:	Sugar Grove
E-mail	skoeppel@sugargroveil.gov	Zip:	60554

Sugar Grove

is complete and accurate pursuant to Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] and or Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.].

Date _____

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*)

FILL OUT ONE FOR EACH TIF DISTRICT

[illegible]

*All statutory citations refer to one of two sections of the Illinois Municipal Code: The Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

Primary Use of Redevelopment Project Area*: Industrial
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.
If "Combination/Mixed" List Component Types:
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):
Tax Increment Allocation Redevelopment Act <u> X </u>
Industrial Jobs Recovery Law

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (labeled Attachment A).		X
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E).		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F).	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H).	X	
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, <u>chosen by the municipality</u> , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; <u>and actual debt service</u> . [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (labeled Attachment N).	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]**FY 2024****Name of Redevelopment Project Area:****Industrial TIF District #2****Provide an analysis of the special tax allocation fund.**Special Tax Allocation Fund Balance at Beginning of Reporting Period

\$ 277,072

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 304,054	\$ 915,817	99%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 7,251	\$ 9,141	1%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund

\$ 311,305

Cumulative Total Revenues/Cash Receipts

\$ 924,958	100%
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Total Expenditures/Cash Disbursements (**Carried forward from Section 3.2**)

\$ 41,633

Transfers to Municipal Sources

\$ -

Distribution of Surplus

\$ 50,000

Total Expenditures/Disbursements

\$ 91,633

Net/Income/Cash Receipts Over/(Under) Cash Disbursements

\$ 219,672

Previous Year Adjustment (Explain Below)

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FUND BALANCE, END OF REPORTING PERIOD*

\$ 496,744

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

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FY 2024

Industrial TIF District #2

PAGE 1

[illegible]

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
ITIA Membership	473	
		\$ 473
TOTAL ITEMIZED EXPENDITURES		\$ 41,633

Section 3.2 B [Information in the following section is not required by law, but may be helpful in creating fiscal transparency.]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

[illegible]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE	\$ 496,744
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1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Total Amount Designated for Obligations	\$ -	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Access Road Extension		\$ 100,000
Sanitary Sewer Installation		\$ 754,000
Redevelopment Agreement - Prairie Grove Commons		\$ 1,340,000
Total Amount Designated for Project Costs		\$ 2,194,000

TOTAL AMOUNT DESIGNATED	\$ 2,194,000
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SURPLUS/(DEFICIT)	\$ (1,697,256)
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SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X	Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.
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Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	X
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2. The municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	Yes
2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan:	2
2b. Did the municipality undertake any NEW projects in fiscal year 2022 or any fiscal year thereafter within the Redevelopment Project Area?	Yes

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 33,183	\$ -	\$ 33,183
Public Investment Undertaken	\$ 212,646	\$ -	\$ 212,646
Ratio of Private/Public Investment	5/32		5/32

Project 1 Name: IL-47 Traffic Study

Private Investment Undertaken (See Instructions)	\$ 33,183	\$ -	\$ 33,183
Public Investment Undertaken	\$ 192,597	\$ -	\$ 192,597
Ratio of Private/Public Investment	5/29		5/29

Project 2 Name: TIF 2 Boundary Extension

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 20,049	\$ -	\$ 20,049
Ratio of Private/Public Investment	0		0

Project 3 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 6 [Information requested in SECTION 6.1 is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.

SECTIONS 6.2, 6.3, and 6.4 are required by law, if applicable. (65 ILCS 5/11-74.4-5(d))]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

SECTION 6.1-For redevelopment projects beginning before FY 2022, complete the following information about job creation and retention.

Number of Jobs Retained	Number of Jobs Created	Job Description and Type (Temporary or Permanent)	Total Salaries Paid
			\$ -

SECTION 6.2-For redevelopment projects beginning in or after FY 2022, complete the following information about projected job creation and actual job creation.

Project Name	The number of jobs, if any, projected to be created at the time of approval of the redevelopment agreement.		The number of jobs, if any, created as a result of the development to date, for the reporting period, under the same guidelines and assumptions as was used for the projections used at the time of approval of the redevelopment agreement.	
	Temporary	Permanent	Temporary	Permanent
Prairie Grove Commons	Unknown	Unknown	0	0

SECTION 6.3-For redevelopment projects beginning in or after FY 2022, complete the following information about increment projected to be created and actual increment created.

Project Name	The amount of increment projected to be created at the time of approval of the redevelopment agreement.	The amount of increment created as a result of the development to date, for the reporting period, using the same assumptions as was used for the projections used at the time of the approval of the redevelopment agreement.
Prairie Grove Commons	Unknown	\$0

SECTION 6.4-For redevelopment projects beginning in or after FY 2022, provide the stated rate of return identified by the developer to the municipality and verified by an independent third party, IF ANY:

Project Name	Stated Rate of Return
Prairie Grove Commons	N/A

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

Provide a general description of the redevelopment project area using only major boundaries.

Optional Documents	Enclosed
Legal description of redevelopment project area	X
Map of District	X

SECTION 8 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2024

Name of Redevelopment Project Area:

Industrial TIF District #2

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area.

Year of Designation	Base EAV	Reporting Fiscal Year EAV
05/05/215	\$ 1,110,408	4,259,667

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

☐ Indicate an 'X' if the overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
Kane County	\$ 1,762
Kane County Forest Preserve	\$ 725
Sugar Grove Township	\$ 431
Sugar Grove Township Road District	\$ 770
Sugar Grove Village	\$ 2,795
Kaneland CUSD 302	\$ 34,873
Waubonsee College 516	\$ 2,469
Sugar Grove Park District	\$ 1,010
Sugar Grove Library	\$ 1,428
Sugar Grove Fire District	\$ 3,614
Sugar Grove Water Authority	\$ 12
Sugar Grove Community Building	\$ 110
	\$ -



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

Resolution No. 20191105A

**A Resolution Providing for a Feasibility Study for a Proposed Amendment to the Existing
Sugar Grove TIF II Redevelopment Plan and Project Area**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 5th day of November, 2019.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 5th day of November, 2019.

ORDINANCE NUMBER: 20191105A

A Resolution Providing for a Feasibility Study for a Proposed Amendment to the Existing Sugar Grove TIF II Redevelopment Plan and Project Area

WHEREAS, the Village of Sugar Grove (Village) is a political subdivision, body politic, and municipal corporation of the State of Illinois; and

WHEREAS, the Village, in order to promote and protect the health, safety, morals and welfare of the public, must identify those areas which are blighted, as well as those areas which contain conditions precedent to blight; and;

WHEREAS, the Village, in order to determine if such conditions exist, and to determine whether such conditions can be eradicated or ameliorated, may elect to study such areas which may contain such conditions and;

WHEREAS, pursuant to the series of Ordinances 2015-05-05-A, 2015-0505-B, 2015-0505-C, adopted May 5, 2015 (the "TIF Ordinances") in connection with the Sugar Grove TIF II area (the "Redevelopment Project Area"), the President and Board of Trustees of the Village of Sugar Grove adopted the Tax Increment and Project Area Redevelopment Plan (the "Redevelopment Plan"), designated the Redevelopment Project Area and authorized tax increment finance ("TIF") under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the "TIF Act"); and

WHEREAS, the Village now desires to consider amending the Redevelopment Plan, which such amendments may include, but shall not be limited to, adding additional properties to the Redevelopment Project Area and amending the goals and objectives (the "Amendments"), in accordance with the applicable provisions of Section 1174.4-5(c) of the TIF Act.

WHEREAS, the Village has determined to study such areas, as specifically provided under 65 ILCS 5/11-74.4, et. seq.;

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Sugar Grove, on this 5th Day of November, 2019, that:

The Village hereby authorizes Moran Economic Development, LLC to undertake a feasibility study on the amendment of a redevelopment project area. The proposed Amended Area consists of properties adjacent to IL-47, Municipal Drive, and US-30.

1. The purpose of the TIF, including the proposed Amendments, within the Village of Sugar Grove is to provide incentives for commercial development in an area where development would not occur but for the use of tax increment financing and to provide public infrastructure upgrades throughout the area.

2. A general description of tax increment financing follows:

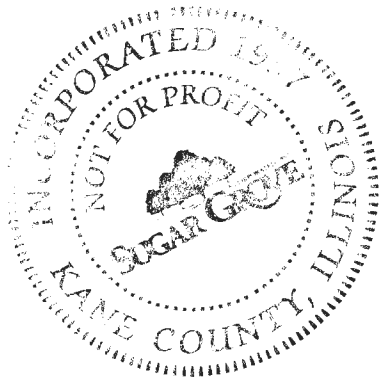
Tax increment financing was created by the Tax Increment Allocation Redevelopment Act (the "Act"), found at 65 ILCS 5/11-74.4-1 et. seq.

Tax increment financing is a technique intended to be used by municipalities to address and eradicate problems which cause areas to qualify, generally, as "conservation" or "blighted" areas, and to carry out redevelopment projects which serve this end.

The concept behind the tax increment law is relatively straightforward and allows a municipality to carry out redevelopment activities on a locally controlled basis. Redevelopment, which occurs in a designated Redevelopment Project Area, will increase the equalized assessed valuation of the property and, thus, generate increased property tax revenues. This increase or "increment" can be used to finance "redevelopment project costs" such as land acquisition, site clearance, building rehabilitation, interest subsidy and the construction of public infrastructure within that same Redevelopment Project Area.

3. Submit all comments and suggestions regarding the redevelopment of the areas to be studied to:

Village President P. Sean Michels
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554



P. Sean Michels

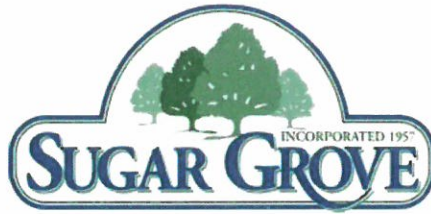
P. Sean Michels
President of the Board of Trustees
of the Village of Sugar Grove, Kane
County, Illinois

ATTEST:

Cynthia L. Galbreath

Cynthia L. Galbreath
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Jen Konen	☒	☐	☐	☐
Trustee Sean Herron	☒	☐	☐	☐
Trustee Ted Koch	☒	☐	☐	☐
Trustee Heidi Lendi	☒	☐	☐	☐
Trustee Rick Montalto	☒	☐	☐	☐
Trustee Ryan Walter	☒	☐	☐	☐
Village President P. Sean Michels	☐	☐	☐	☐



RESOLUTION NO. 20200218B

A Resolution Waiving Repayment of an Interfund Loan Between TIF #1 and TIF #2

BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows;

WHEREAS, the Village of Sugar Grove ("Village") is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, interfund loans are an accepted practice under general governmental accounting standards in the State of Illinois; and,

WHEREAS, on November 6, 2018, the Village passed Resolution 20181106B Declaring an Intent to Reimburse Certain Development Costs; and,

WHEREAS, on November 6, 2018, the Village passed Resolution 20181106C Authorizing an Interfund Loan which authorized a the tax increment financing district number 1 ("TIF #1") fund to loan the tax increment financing district number 2 ("TIF #2") up to \$150,000.00 for payment of redevelopment costs associated with the redevelopment project area for TIF #2; and,

WHEREAS, on January 21, 2020, the Village passed Ordinances 2020-0121 Amending the Sugar Grove Industrial Redevelopment Project Area #1, Removing Certain Parcels from said Project Area; Adopting and Approving an Amended Sugar Grove Northeast Airport Tax Increment Financing #2 Redevelopment Plan and Related Redevelopment Projects for the Proposed Amended Redevelopment Project Area; Adding Additional Property to the Sugar Grove Northeast Airport Tax Increment Financing #2 Redevelopment Project Area; and, Adopting Tax Increment Financing for the Amended Redevelopment Project Area, which established contiguity between TIF #1 and TIF #2; and,

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-74.4-4(q)) provides for the transfer or loaning of funds between contiguous TIF districts; and,

WHEREAS, accordingly, due to the contiguity between TIF #1 and TIF #2, the Village finds it necessary and appropriate to waive any repayment obligations between the TIF #1 fund and TIF #2 fund.

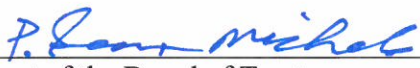
NOW THEREFORE BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

The corporate authorities of the Village of Sugar Grove hereby waive the repayment of the interfund loan contemplated by Resolution 20181106B and authorized by Resolution 20181106C pursuant to 65 ILCS 5/11-74.4-4(q).

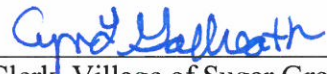
All resolutions or portions thereof in conflict with this Resolution are hereby repealed.

Should any provision of this Resolution be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid portion had not been a part of this Resolution.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 18th day of February, 2020.



President of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: 

Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Sean Herron	☒	___	___	___
Trustee Ted Koch	☒	___	___	___
Trustee Jen Konen	☒	___	___	___
Trustee Heidi Lendi	___	___	☒	___
Trustee Rick Montalto	☒	___	___	___
Trustee Ryan Walter	___	___	☒	___
President P. Sean Michels	___	___	___	___



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

ORDINANCE NO. 2020-0121C

**ORDINANCE ADOPTING AND APPROVING
AN AMENDED SUGAR GROVE NORTHEAST AIRPORT TAX INCREMENT FINANCING #2
REDEVELOPMENT PLAN AND RELATED REDEVELOPMENT PROJECTS FOR THE
PROPOSED AMENDED REDEVELOPMENT PROJECT AREA
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 21st day of January 2020

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove
this 21st day of January 2020

ORDINANCE 2020-0121C

**ORDINANCE ADOPTING AND APPROVING
AN AMENDED SUGAR GROVE NORTHEAST AIRPORT TAX INCREMENT FINANCING #2
REDEVELOPMENT PLAN AND RELATED REDEVELOPMENT PROJECTS FOR THE
PROPOSED AMENDED REDEVELOPMENT PROJECT AREA
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

WHEREAS, pursuant to a series of ordinances (Ordinance Nos. 2015-0505A, 2015-0505B, and 2015-0505C), adopted May 5, 2015 (the **“TIF Ordinances”**) in connection with the Sugar Grove Northeast Airport Tax Increment Financing #2 Redevelopment Project Area (the **“Redevelopment Project Area”**), the Village President and Village Board of Trustees (the **“Corporate Authorities”**) of the Village of Sugar Grove, Kane County, Illinois (the **“Municipality”**) adopted the Tax Increment Financing Redevelopment Plan (the **“Redevelopment Plan”**) and related projects (the **“Redevelopment Projects”**), designated the Redevelopment Project Area and authorized tax increment finance (**“TIF”**) under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the **“Act”**); and

WHEREAS, the Municipality, acting through its Corporate Authorities and other officers and representatives, has duly noticed, held and conducted all proceedings, including the required public hearing and joint review board action preliminary to the approval of a Tax Increment Financing Redevelopment Plan as Amended (the **“Amended Redevelopment Plan”**) including the related redevelopment projects described therein (the **“Redevelopment Projects”**), for the Redevelopment Project Area, as proposed to be amended to include additional parcels of property thereto (the boundaries of which are more particularly described in the Amended Redevelopment Plan and in the Boundary Description attached hereto as Exhibit A, collectively, the **“Amended Redevelopment Area”**) all under and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the **“Act”**); and

WHEREAS, pursuant to Ordinance No. 2019-1119A, adopted November 19, 2019, the Corporate Authorities set 5:30 p.m. on Tuesday, January 7, 2020, at the Village Hall, 10 S. Municipal Drive, Sugar Grove, Illinois, as the time and place for a public hearing as required under Section 11-74.4-5 of the Act, which such public hearing was held and conducted at such time and place and thereafter completed and closed on such date.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SUGAR GROVE, ILLINOIS, that:

SECTION 1. Under the Act, the Municipality hereby adopts and approves the Amended Redevelopment Plan, as attached hereto as Exhibit B, including the related Redevelopment Projects, for the Amended Redevelopment Project Area and hereby ratifies, confirms, adopts and approves as true, complete and correct all findings and certifications made in such Amended Redevelopment Plan.

SECTION 2. The Amended Redevelopment Plan shall be in the form presented to and before the Corporate Authorities at the meeting at which this Ordinance is adopted. The Amended Redevelopment Plan, as so adopted and approved, shall be on file with this Ordinance in the records of the Village Clerk (but any failure to so file it shall not abrogate, diminish or impair its effect).

SECTION 3. The Village Clerk shall file or cause to be filed a certified copy of this Ordinance and a copy of the Amended Redevelopment Plan with the County Clerk of Kane County, Illinois.

SECTION 4. PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 21st day of January 2020.

ATTEST:


P. Sean Michels,
President of the Board of Trustees


Cynthia L. Galbreath,
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Sean Herron	☒	☐	☐	☐
Trustee Ted Koch	☒	☐	☐	☐
Trustee Jen Konen	☒	☐	☐	☐
Trustee Heidi Lendi	☐	☒	☐	☐
Trustee Rick Montalto	☒	☐	☐	☐
Trustee Ryan Walter	☐	☐	☐	☒



Exhibit A

(Legal Description)

THAT PART OF SECTIONS 7, 8, 16, 17, 19, 20 and 21 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF THE KANELAND SUBDIVISION; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID KANELAND SUBDIVISION AND NORTHERLY EXTENSION OF SAID EASTERLY LINE, TO THE NORTH LINE OF HARTER ROAD; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF ROUTE 47; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWEST LINE OF A PARCEL OF LAND HAVING A P.I.N. OF 14-08-200-016; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO SOUTHWEST LINE OF SAID PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID PARCEL TO THE WESTERLY LINE OF ROUTE 47; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE NORTHWEST LINE OF THE SUGAR GROVE RESEARCH PARK; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO THE NORTHEAST LINE OF LOT 18 IN SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE AND SAID LINE EXTENDED SOUTHEASTERLY TO THE EAST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 18; THENCE WESTERLY, ON SAID EASTERLY EXTENSION AND ON SAID SOUTH LINE, TO THE WEST LINE OF SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT 20 IN THE SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20 TO THE NORTHWEST CORNER OF LOT 21 IN THE SUGAR GROVE RESEARCH PARK; THENCE SOUTH ALONG THE WEST LINE OF THE SUGAR GROVE RESEARCH PARK TO THE NORTH LINE OF LOT 29 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 29 TO THE WEST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND ON THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF WHEELER ROAD; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HILLSIDE COUNTY SUBDIVISION WEST, UNIT 2 EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF HILLSIDE

COUNTRY SUBDIVISION WEST, UNIT 3; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF WINDSOR WEST, UNIT 1; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF WINDSOR WEST UNIT 2 TO THE NORTH LINE OF WIEDNER'S LEGACY SUBDIVISION; THENCE EAST, ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, TO THE WEST LINE OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED TO THE EAST LINE OF DIVISION DRIVE; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF GALENA BOULEVARD; THENCE EAST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF STATE ROUTE 47; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED, TO THE SOUTH LINE OF U.S. ROUTE 30 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE EXTENDED AND THE SOUTH LINE OF SAID U.S. ROUTE 30 TO THE EAST LINE OF LOT 235 IN SUGAR CREEK SUBDIVISION, UNIT 1, PHASE 2; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED TO THE SOUTH LINE OF BASTIAN DRIVE; THENCE WEST ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE SOUTH ALONG THE EAST LINES OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE EAST LINE OF MUNICIPAL DRIVE; THENCE NORTHWESTERLY, PERPENDICULAR TO SAID EAST LINE, TO THE WEST LINE OF SAID MUNICIPAL DRIVE; THENCE NORTHERLY, ON SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 1 IN SUGAR GROVE LIBRARY RESUBDIVISION; THENCE WESTERLY, ON THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF LOT 27 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID LOT 27 TO THE SOUTH LINE OF PARCEL 2 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF INDIGO DRIVE; THENCE WESTERLY TO THE NORTH CORNER OF LOT 105 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE EASTERLY LINE OF PARCEL 1 IN PRAIRIE GLEN SUBDIVISION UNIT 1 TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE

WESTERLY, ON THE NORTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, TO THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-041; THENCE NORTHERLY, ON SAID WEST LINE, TO THE SOUTH LINE OF SAID U.S. 30; THENCE NORTHERLY TO THE INTERSECTION OF THE NORTH LINE OF SAID U.S. 30 WITH THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-030; THENCE NORTHERLY, ON SAID WEST LINE, 456 FEET MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 19; THENCE EASTERLY, ON SAID NORTH LINE, TO THE EAST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-200-015; THENCE SOUTHERLY, ON SAID EAST LINE, TO THE NORTH LINE OF SAID U.S. 30; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF MUNICIPAL DRIVE. THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTHERLY 550.00 FEET OF THE NORTH HALF OF SAID SECTION 17; THENCE WESTERLY ALONG SAID NORTH LINE TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, THAT IS 950.00 FEET EASTERLY OF (MEASURED ALONG THE NORTH LINE OF SAID SECTION 17) THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF THE WEST 950.00 FEET OF SAID SECTION 8, TO THE NORTH LINE OF THE SOUTH 370.00 FEET OF SAID SECTION 8; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 17 TO THE SOUTH LINE OF WHEELER ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID WHEELER ROAD TO THE WEST LINE OF ESKER DRIVE EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED SOUTH AND THE WEST LINE OF SAID ESKER DRIVE TO WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 109 IN PRAIRIE GLEN SUBDIVISION UNIT 1.

Exhibit B

REDEVELOPMENT PLAN & PROJECT

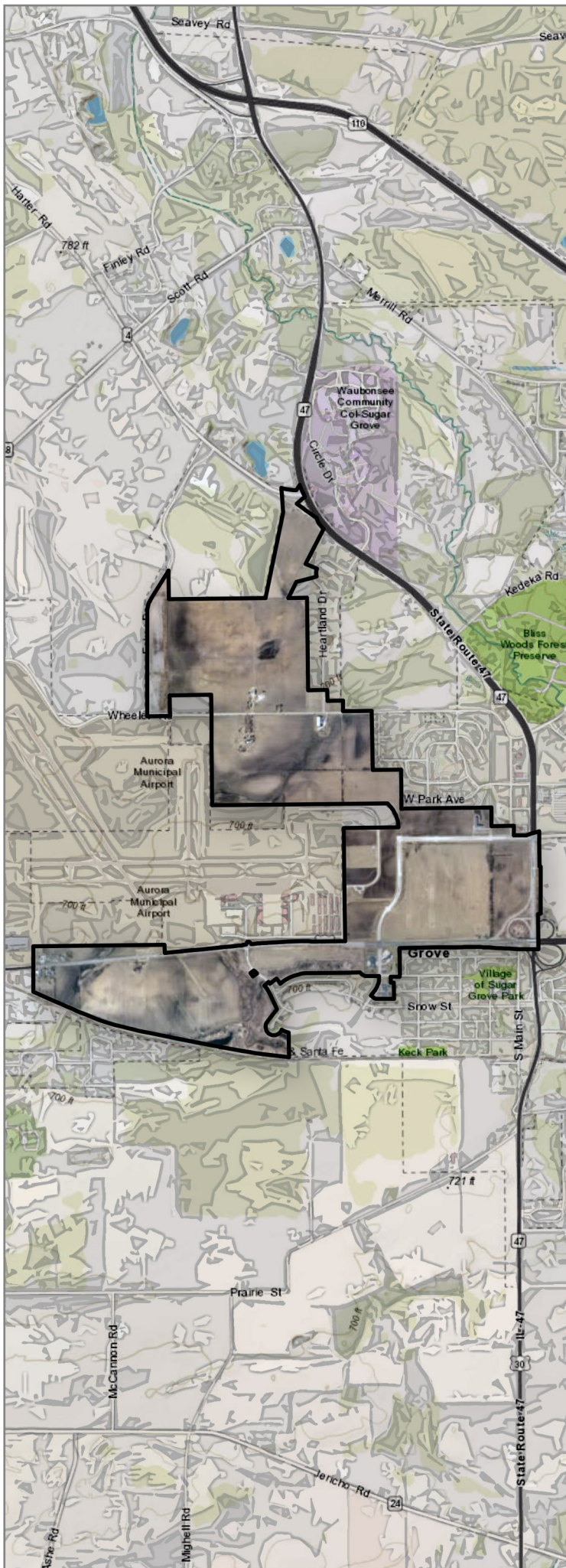


Exhibit B

NORTHEAST AIRPORT TIF #2 AS AMENDED

TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT

November 5, 2019

The Village of
SUGAR GROVE, IL

TABLE OF CONTENTS

SECTIONS	PAGE
Section I Introduction	2
Section II Eligibility Findings for the Amended Area	3
 EXHIBITS	
Exhibit A Original Boundary Area.....	Following Page 2
Exhibit B Amended Boundary Area.....	Following Page 2
Exhibit C Existing Land Use.	Following Page 6
Exhibit D Floodplain Area.	Following Page 10
 TABLES	
Table A Developed Area EAV Growth Rates	8
Table B Blighting Factors Matrix	11
 APPENDICES	
Appendix A Original Northeast Airport TIF #2 Redevelopment Plan	13
Appendix B Legal Description	17
Appendix C Parcel ID Numbers.....	21

SECTION I. INTRODUCTION

On May 5, 2015, the Village of Sugar Grove (the “Village”) passed Ordinances adopting and establishing the Northeast Airport TIF #2 Redevelopment Plan (the “Original Plan”) and Redevelopment Project Area (the “Original Area”). On November 5, 2019, the Eligibility Study for a proposed Area to be Amended (the “Area”) was presented to the Village Board. The addition of this Area is part of the Village’s continuous effort to maximize the potential of the Northeast Airport TIF #2 Redevelopment Project.

This Amended TIF District Redevelopment Plan (the “Plan”) includes the following:

A. Eligibility Findings for the Amended Area

Tax Increment Financing is permitted by the Illinois Tax Increment Allocation Redevelopment Act (the “Act” or the “TIF Act”), which is found at 65 ILCS 5/11-74.4-1 et. seq. The Act sets forth the requirements and procedures for establishing the Area and the Plan. Additionally, this portion of the Act has provisions for amending a redevelopment plan and project.

LEGEND
TIF District II Boundary

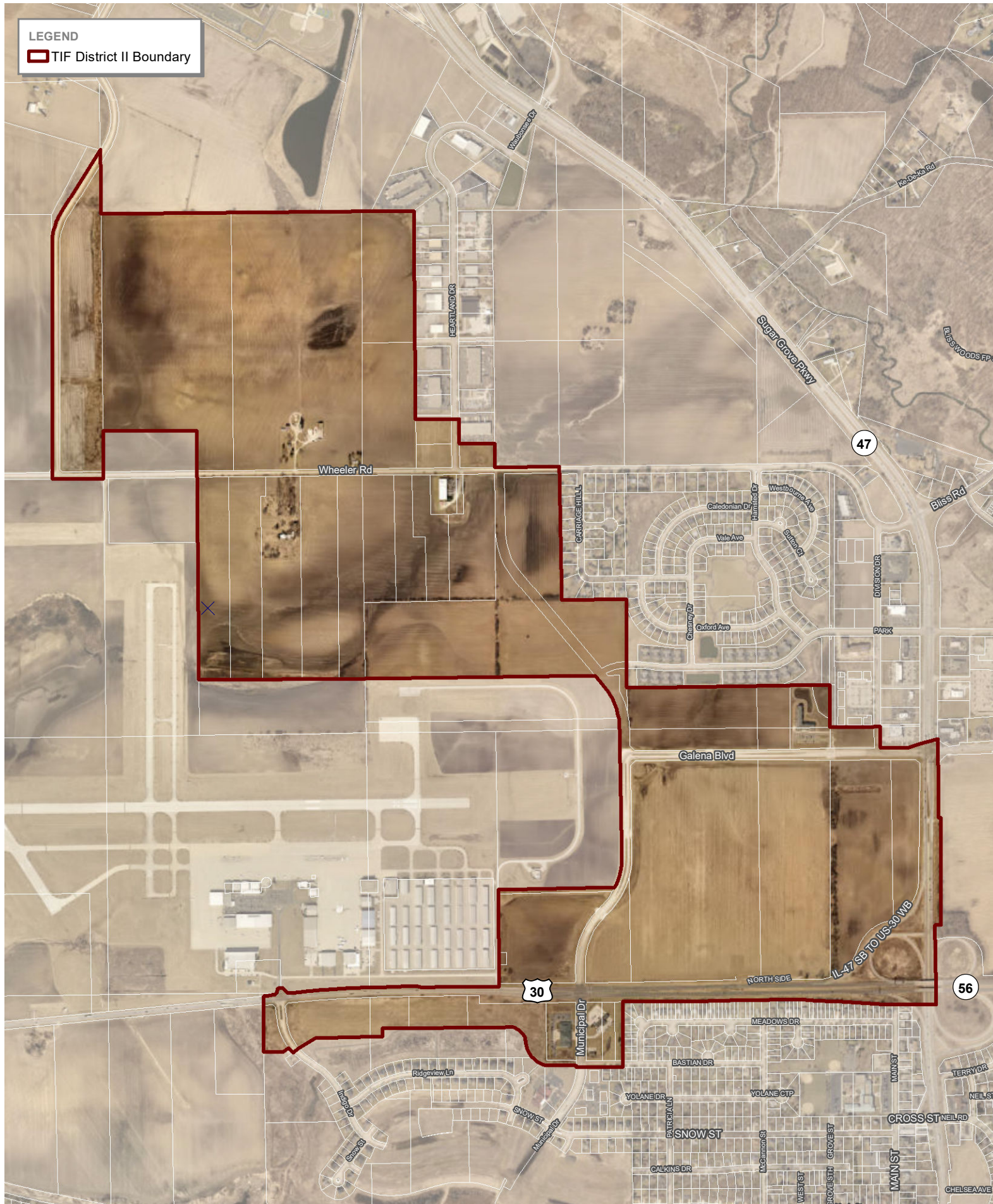


EXHIBIT A - ORIGINAL BOUNDARY AREA
NORTHEAST AIRPORT TIF #2 AMENDMENT
Sugar Grove, IL



LEGEND

Amended TIF District II Boundary

Amended TIF District II Parcels

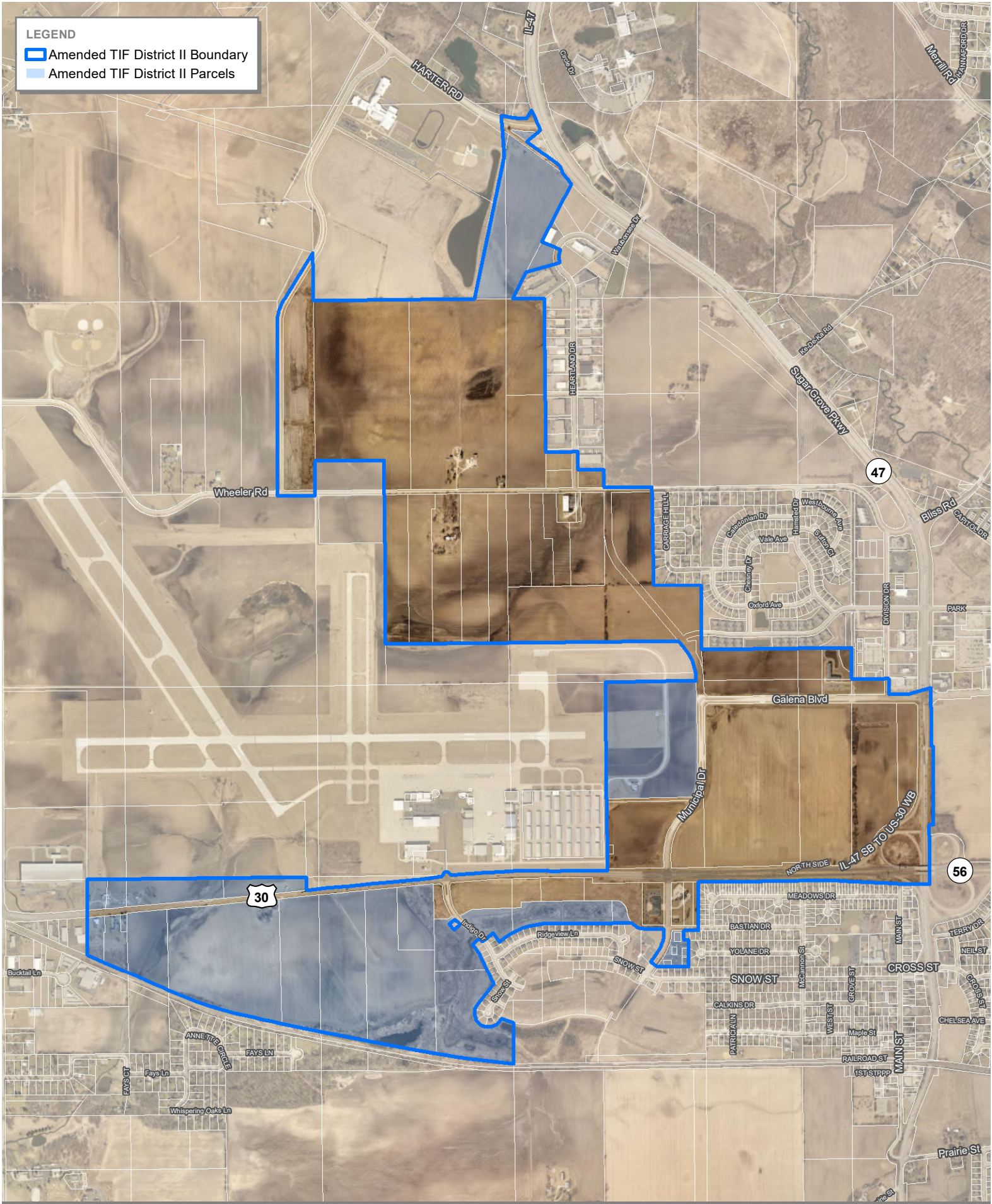


EXHIBIT B - AMENDED AREA
NORTHEAST AIRPORT TIF #2 AMENDMENT
 Sugar Grove, IL

SECTION II. ELIGIBILITY FINDINGS FOR THE AREA

A. Introduction

In order to establish tax increment financing properties slated for inclusion in the TIF Area must be found to be eligible. The following sections report on the eligibility of these parcels.

B. Statutory Requirements

According to the Act, in order for a municipality to qualify properties for tax increment financing, a finding must be made that conditions exist which allow the Area to be classified as a blighted area, a conservation area, a combination of both blighted and conservation areas, or an industrial park conservation area. A map of the Original Area has been attached as Exhibit A, and a map of the Area of the study has been attached as Exhibit B. Moran Economic Development conducted an evaluation of the physical conditions in the Area, and the findings of this evaluation are outlined below.

The definitions used for qualifying this Area, as defined in the Act, follows:

“Conservation Area” means any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area but because of a combination of three or more of the following factors is detrimental to the public safety, health, morals or welfare, and such an area may become a blighted area:

1. Dilapidation - An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
2. Obsolescence - The condition or process of falling into disuse. Structures have become ill-suited for the original use.
3. Deterioration - With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
4. Presence of structures below minimum code standards - All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
5. Illegal use of individual structures - The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
6. Excessive vacancies - The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
7. Lack of ventilation, light, or sanitary facilities - The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. “Inadequate sanitary facilities” refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and

kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

8. Inadequate Utilities - Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.
9. Excessive land coverage and overcrowding of structures and community facilities - The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
10. Deleterious land use or layout - The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
11. Lack of community planning - The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary standards, or other evidence demonstrating an absence of effective community planning.
12. The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation - costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
13. The total equalized assessed value of the Proposed Redevelopment Project Area has declined for 3 of the last 5 calendar years - prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.

"Blighted Area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

1. Obsolete platting of vacant land - that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-way for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.
2. Diversity of ownership - of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.
3. Tax and special assessment delinquencies - exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.
4. Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.
5. The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation - costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
6. The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years - prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.

Or, if vacant, the sound growth of the redevelopment areas is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present with the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

1. The area consists of one or more unused quarries, mines, or strip mine ponds.
2. The area consists of an unused rail yards, rail tracks or railroad rights-of-way.
3. The area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency.
4. The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.
5. Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or Village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.
6. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

C. Methodology of Investigation

Various techniques and methods of research and field surveys were utilized in determining the eligibility of the properties in question, including:

- On-site field examination of the Proposed Area by experienced property inspectors on the staff of Moran Economic Development. These personnel are trained in techniques and procedures of determining conditions of properties, buildings, streets, utilities, etc. and the subsequent use and analysis of this research to determine TIF eligibility.
- Contacts with Village officials, engineers, and other individuals knowledgeable about conditions and history in and of the Proposed Area, the age and condition of buildings and site improvements, age and condition of utilities and infrastructure, development patterns, real estate matters, and related items.
- Examination of maps, aerial photographs, and historic data related to the Proposed Area including Kane County real property tax assessment records.
- Use of definitions contained in the Act.
- Adherence to basic findings of need as established by the Illinois General Assembly in establishing tax increment financing, which became effective on January 10, 1977 and has been subsequently amended.

D. Eligibility Findings for the Area

In making the determination of eligibility for an Area, it is not required that each and every property and/or building individually qualify, but it is the Area as a whole that must be determined to be eligible. An analysis of the physical conditions and presence of qualifying factors within the Area was performed. In addition to the analysis an inventory of existing land use was determined and outlined on the attached Exhibit C – Existing Land Use.

The Area proposed for inclusion in the existing Northeast Airport TIF #2 Redevelopment Area encompasses 30 parcels of property and rights-of-way in the Village of Sugar Grove. Generally, this Area encompasses parcels along US-30 and IL-47, adjacent to the existing TIF #2 Boundary. In the southwest portion of the Area properties adjacent to US-30 and continues east to Indigo Dr. East of Indigo Dr parcels north of Ridgeview Ln are taken in, as well as property east of Municipal Dr. Additional property is taken in west of Municipal Dr at the intersection with W Galena Blvd. Finally, parcels southwest of IL-47 near the intersection with IL-4 are taken in, which make up the northern boundary of the Area.

The findings of this analysis, outlined and detailed below, demonstrate that the Area is found to be a combination “conservation area” and “blighted area” as defined within the Act. While the Area was reviewed for all of the factors listed above in Section B, the following summarizes only the factors that exist within the Area:

QUALIFICATIONS OF THE DEVELOPED PORTION OF THE AREA

▪ Age of Structures

Continuous use and exposure to the elements (varied temperatures, moisture, etc.) over an extended period of time adversely affects structures both aesthetically and structurally. Additionally, older buildings tend not to be ideal for modern-day uses as they often fail to meet contemporary development standards; a result of being constructed prior to the emergence of more rigorous guidelines.

As stated, 50% or more of the structures must have an age of 35 years or greater for a developed area to qualify as a “conservation area.” Village and County records, County assessment and appraisal information, photographs, and aerials were all used to document the presence of this factor. Additionally, field investigations were performed by Moran Economic Development. There are 12 structures in the Area; nine of which are 35 years of age or greater (75%). Thus, the developed portion of the Area may be reviewed for its compliance with the “conservation” criteria.

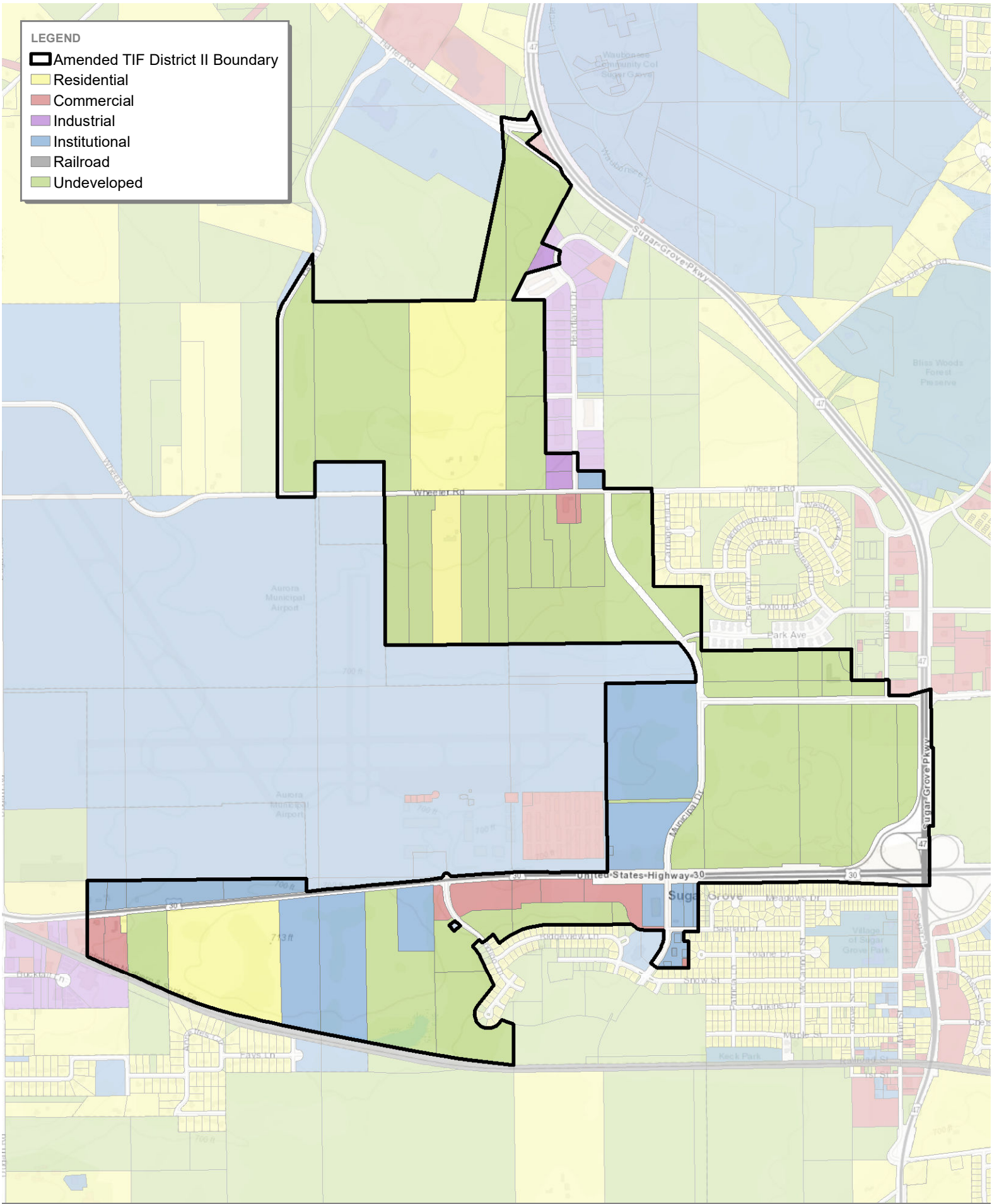
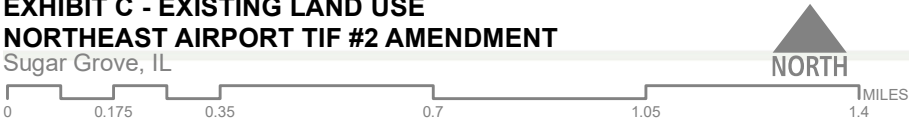


EXHIBIT C - EXISTING LAND USE
NORTHEAST AIRPORT TIF #2 AMENDMENT
Sugar Grove, IL



The qualifying factors for developed land found in the Act were researched to determine eligibility for these properties. The following is the review of existing factors in the Area that would qualify it as a “Conservation Area”:

- **Dilapidation**

Of the deteriorated conditions present (discussed below) there were some examples of conditions advanced to a degree to be considered dilapidated. Four of the nine parcels (44%) had structural improvements that were in a state of dilapidation. These dilapidated structures were ancillary buildings used for storage and other secondary uses. These dilapidated structures are unlikely to be able to continue serving their intended purpose for much longer and in their current state, and could be considered obsolete (discussed below).

- **Obsolescence**

The dilapidation noted prior contributes to the obsolescence that was determined to be present in the Area. These structures are unlikely to have the ability to serve their purpose for much longer, and are likely past the point of repair or rehabilitation.

- **Deterioration**

Deteriorated conditions were present in nine of the 12 structures in the Area (75%), and in five of the 9 developed parcels (56%). The field survey of main building conditions in the Area found eight buildings to have notable defects in the secondary structural components, including roofs, windows, foundations, and fascia materials. This is not uncommon structures over the age of thirty-five, as detailed previously.

Surface deterioration was also prevalent throughout the Area, with five of the developed parcels exhibiting these conditions. Common examples noted were unkempt gravel areas, cracked and deteriorated roadway surfacing, and grass or weed growth in some of the surface improvements. In other portions of the proposed district parking lots, entry ways, and driveways lack proper pavement and exhibit clear signs of deterioration.

- **Inadequate Utilities**

There is a need for utility and infrastructure upgrades throughout the project area. The existing infrastructure will likely need to be increased in size to accommodate future development in the Area. Also the existing power lines are overhead and in need of repair. Other portions of the Area lack direct access to existing right-of-way, which could inhibit redevelopment.

- **Lack of Community Planning**

The Area suffers from a lack of community planning. One example of this factor is improper subdivision or obsolete platting. This is defined as the platting of land in irregular shapes or sizes, resulting in parcels that are difficult to develop to their highest and best use. These difficulties can arise from the property's incompatibility with modern development guidelines or even the Village's subdivision code. In many cases the subdivision of property predates guidelines that are in place to promote sound growth and development, which can impede future growth. There were numerous instances of this factor found throughout the Area. It appears these properties were subdivided on an as-needed basis, resulting in fragmentation of the remaining acreage. The Village's first Future Land Use Plan was adopted in 1977, and as such portions of the Area had originally been developed without the benefit of a guided plan.

- **Stagnant or Declining Property Values**

Equalized assessed valuation (EAV) information was reviewed by the staff of Moran Economic Development to determine whether or not the Area qualifies for this factor. Table A depicts annual growth rates for the Redevelopment Project Area as a whole, dating back to assessment year 2013.

TABLE A - PROJECT AREA & VILLAGE BALANCE GROWTH RATES

YEAR	SUGAR GROVE ¹	PROJECT AREA ²	%	BALANCE ³	%
2018	\$314,844,164	\$436,661	4.78%	\$314,407,503	5.74%
2017	\$297,759,162	\$416,749	19.72%	\$297,342,413	5.58%
2016	\$281,983,668	\$348,110	-1.89%	\$281,635,558	6.46%
2015	\$264,906,470	\$354,798	278.12%	\$264,551,672	5.70%
2014	\$250,367,670	\$93,833	-52.70%	\$250,273,837	0.37%
2013	\$249,556,210	\$198,361	-	\$249,357,849	-

¹Total Village Equalized Assessed Value (EAV). Source: Kane County Clerk

²Total EAV of the Parcels in the Project Area. Source: Kane County Supervisor of Assessments

³Total Village EAV Minus the EAV of the Parcels in the Project Area

This analysis shows that the parcels in the Area have had lower annual average growth rates than the balance of the Village for three of the last five years, and as such qualifies for this factor.

QUALIFICATIONS OF THE VACANT PORTIONS OF THE AREA

In addition to the developed parcels, the qualifying factors for undeveloped land found in the Act were researched to determine eligibility for these properties.

The first step towards establishing eligibility in an undeveloped portion of a municipality is to determine whether or not such undeveloped property is considered vacant. "Vacant land" is defined in the Act (also Sec. 11-74.4-2) as follows:

...any parcel or combination of parcels of real property without industrial, commercial, and residential buildings which has not been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment area, unless the parcel is included in an industrial park conservation area or the parcel has been subdivided; provided that if the parcel was part of a larger tract that has been divided into 3 or more smaller tracts that were accepted for recording during the period from 1950-1990, then the parcel shall be deemed to have been subdivided, and all proceedings and actions of the municipality taken in that connection with respect to any previously approved or designed redevelopment project area or amended redevelopment project area are hereby validated and hereby declared to be legally sufficient for all purposes of this Act. For the purposes of this Section and only for land subject to the subdivision requirements of the Plat Act, land is subdivided when the original plat of the proposed Redevelopment Project Area or relevant portion thereof has been properly certified, acknowledged, approved, and recorded or filed in accordance with the Plat Act and a preliminary plat, if any, for any subsequent phases of the proposed Redevelopment Project Area or relevant portion thereof has been property approved and filed in accordance with the applicable ordinance of the municipality.

Once undeveloped property is found to be "vacant," such vacant area may be found to be a blighted area based on certain factors. Researching various records using the Kane County Assessment and Tax Information System, it has been determined that there are 21 parcels of land found to be vacant. Of the 21 vacant parcels, there are 13 parcels of real property without industrial, commercial, or residential buildings. Additionally, these parcels have not been used for commercial agricultural purposes within the five year period preceding this redevelopment plan. The remaining eight parcels have been used for commercial agricultural purposes within the five year period prior to the creation of this Redevelopment Plan. They have been subdivided in accordance with the Plat Act, however, and as such can be considered vacant land.

Since the Area was found to be vacant, the qualifying factors for vacant land found in the Act were researched to determine eligibility for these properties. The following is the review of qualifying factors in this portion of the Area.

- **Obsolete Platting**

The majority of the vacant parcels (90%) exhibit obsolete platting. Additionally, due to the size of some of the parcels the actual total undeveloped acreage exhibiting this factor is higher. These parcels are unlikely to be utilized properly due to their incompatibility with contemporary standards and requirements for development. The lack of community planning described prior as part of the developed area section is a contributor to this factor, as many of the undeveloped parcels exhibiting obsolete platting are larger portions of land that were subdivided in incongruous shapes and sizes. Much of the acreage lacks access to right-of-way as well, and would require significant amounts of infrastructure in the form of roadway and utility extensions to be able to be developed.

- **Stagnant or Declining Property Values**

The stagnant or declining property values, as described in the developed portion prior, applies to both developed and undeveloped properties in the Redevelopment Project Area. As such, the undeveloped portion of the Area also qualifies for this factor.

DETERMINATION OF STAND-ALONE FACTORS IN VACANT PORTIONS OF THE AREA

In addition to the above qualifications for vacant property, the Act finds that if the redevelopment Area is impaired by a factor that is present and reasonably distributed throughout the vacant part of the redevelopment project Area it may qualify under an additional set of eligibility criteria. The following details those factors which were found in the Area:

- **The Area is Subject to Chronic Flooding**

Exhibit D illustrates the floodplain in the Redevelopment Project Area, per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) data. Portions of the Area are in Zone AE or Zone A, which are classified as high risk areas per FEMA with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Any development opportunities on the properties near this floodplain area could be extremely limited due to the risks associated with floodwater management. The development of any of this property should be carefully considered, and floodwater management infrastructure would be necessary for any new construction.

E. Summary of Factors

It is found that the developed portion of the Area contains conditions that qualify it as a Conservation Area; the number of buildings that are 35 years or older exceeds the statutory threshold of 50%, with nine of the 12 structures (75%) being at least 35 years old; and the Area contains an incidence of at least eight qualifying factors, six of which are present to a qualifying degree. The factors which cause the Area to qualify are present to a meaningful extent and are distributed throughout the Area. The following summarizes those factors:

Dilapidation – 44% of the parcels have structures that exhibit deteriorated conditions to the extent of being considered dilapidation.

Obsolescence – 44% of the parcels have physical improvements that could be considered to be obsolete for continued use in the future.

Deterioration – 56% of the parcels and 75% of the structures exhibit some form of deterioration.

Inadequate Utilities – the parcels exhibit inadequate utilities or infrastructure in some form.

Lack of Community Planning – the Area exhibited conditions indicative of a lack of community planning.

Stagnant or Declining Property Values – The Project Area has had lower annual growth rates than the balance of the Village for three of the last five years.

It is found that the undeveloped portion of the Area contains conditions that qualify it as a Blighted Area. It exhibits a relatively high incidence of two qualifying factors. These qualifying factors are present to a meaningful extent and are distributed throughout the Area. The following summarizes those factors:

Obsolete Platting – 90% of the undeveloped parcels, and a larger percentage of the undeveloped acreage, exhibit obsolete platting.

Stagnant or Declining Property Values – The Project Area has had lower annual growth rates than the balance of the Village for three of the last five years.

Additionally there were “stand-alone” factors found in the vacant portion of the Area. The following summarizes those factors:

The Area, Prior to its Designation, is Subject to Chronic Flooding – A portion of the Area is located within the floodplain, per FEMA’s FIRM data, which adversely impacts real property in the Area.

All of the qualifying factors are presented in Table B.

TABLE B - QUALIFICATION FACTORS MATRICES

PARCELS IN TIF DISTRICT AMENDED AREA		30
DEVELOPED PORTION OF THE AREA		
Number of Parcels		9
Number of Structures		12
Buildings Over 35 Years of Age	9	75%
Dilapidation	4	44%
Obsolescence	4	44%
<i>Structure Deterioration</i>	9	75%
<i>Surface Deterioration</i>	5	56%
Total Deterioration	5	56%
Structures Below Minimum Code		Not Determined
Illegal Use of Structures		Not Determined
Excessive Vacancies	1	11%
Lack of Ventilation, Light, or Sanitary Facilities	0	0%
Inadequate Utilities	9	100%
Excessive Land Coverage	0	0%
Deleterious Land Use or Layout	1	11%
Lack of Community Planning	9	100%
EPA Remediation Costs		NO
Declining EAV Growth for 3 of the Last 5 Years		YES
50% or More of the Structures Over 35 Years of Age		YES
Total # of Factors Existing		8
Factors Existing to a Qualifying Extent		6
"Conservation Area" Threshold Met (Three Factors, Plus Age)		YES
UNDEVELOPED PORTION OF THE AREA		
Number of Vacant Parcels		21
Obsolete Platting		YES
Diversity of Ownership		NO
Tax Delinquent		NO
Deterioration in Adjacent Areas		NO
EPA Remediation Costs		NO
Declining EAV Growth for 3 of the Last 5 Years		YES
"Blighted Area" Threshold Met (Two Factors)		YES
UNDEVELOPED PORTION OF THE AREA (CONT.)		
Unused Quarries, Mines, or Strip Mine Ponds		NO
Unused Rail Yards, Rail Tracks, or Railroad Rights-of-Way		NO
Area, Prior to its Designation, is Subject to Chronic Flooding		YES
Illegal Disposal Site		NO
Between 50-100 Acres Undeveloped for Designated Purpose		NO
Qualified as Blighted Improved Area		NO
"Blighted Area" Threshold Met (One Factor)		YES

F. Conclusion

The developed portion of the Area is impacted by at least eight blighting factors, plus age. Of those factors, six are reasonably distributed and present to a meaningful extent. As such, the developed portion of the Area is found to exceed the threshold required to be a considered “conservation area”.

The undeveloped portion of the Area is impacted by two of six blighting factors. These factors are reasonably distributed and are present to a meaningful extent. As such, the undeveloped portion of the Area is found meet the threshold required to be considered a “blighted area”. Additionally the undeveloped portion of the Area exhibits “stand-alone” factors causing it to qualify.

It is, therefore, found that the Area contains conditions that qualify it as a combination of a “conservation area” and “blighted area,” and that these parcels will continue to exhibit conditions that will worsen without a program of intervention to induce private and public investment in the area. The conditions that exist are detrimental to the Area as a whole, to the long term interests of the Village, and to the other taxing districts. The inclusion of the properties which make up the Area into the existing Northeast Airport TIF #2 Redevelopment Project Area should serve to reduce or eliminate the factors which cause the Area to qualify under the TIF Act.

Therefore, after a thorough review of the factors present, the conclusion of this report is that the Proposed Area for Amendment qualifies for tax increment financing. The Village Board should review this analysis and, if satisfied, proceed with the recognition of these findings, the adoption of the Northeast Airport TIF #2 Redevelopment Plan – As Amended.

APPENDIX A

ORIGINAL NORTHEAST AIRPORT TIF #2 REDEVELOPMENT PLAN

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NORTHEAST AIRPORT
TAX INCREMENT FINANCING DISTRICT #2

REDEVELOPMENT PLAN



Village of Sugar Grove, Illinois

DRAFT

February 9, 2015

Prepared by:
Teska Associates, Inc.



TABLE OF CONTENTS

I - INTRODUCTION	1
Project Area Description	3
Tax Increment Financing	5
The Redevelopment Plan	5
II - LEGAL DESCRIPTION	7
III - ELIGIBILITY OF THE PROPOSED TIF DISTRICT	8
IV - REDEVELOPMENT GOALS, OBJECTIVES AND STRATEGIES	8
Goals	8
Strategies	9
V - FUTURE LAND USE AND REDEVELOPMENT ACTIVITIES	10
Future Land Use	10
Development Activities	10
VI - REDEVELOPMENT PROGRAM	12
Purpose of the Redevelopment Plan	12
Eligible Redevelopment Project Costs	14
Property Assembly	16
Property Disposition	17
Public Improvements	17
Capital Costs of Taxing Districts	18
Relocation	18
Job Training	18
Developer Interest Costs	18
Estimated Project Costs	18
Sources of Funds	20
Nature and Term of Obligations to be Issued	20
Equalized Assessed Valuation	21
VII - FINDINGS OF NEED FOR TAX INCREMENT FINANCING	22
Project Area Not Subject to Growth	22
VIII - FINANCIAL IMPACT OF REDEVELOPMENT	22

Page i

LIST OF PLAN EXHIBITS

Table 1: Estimated Redevelopment Project Costs	18
Exhibit A: Aerial Map	2
Exhibit B: Project Area Boundary Map	4
Exhibit C: Development Sites Map	11
Exhibit D: Future Land Use Map	13

APPENDIX A: ELIGIBILITY STUDY

APPENDIX B: LEGAL DESCRIPTION

APPENDIX C: PIN LIST

APPENDIX D: EQUALIZED ASSESSED VALUE

I - INTRODUCTION

This report documents the Tax Increment Redevelopment Plan and Program (the "Redevelopment Plan") for the Northeast Airport Area TIF #2 Project Area (the "Project Area"). The Redevelopment Plan has been prepared for the use of the Village of Sugar Grove (the "Village") by Teska Associates, Inc. The proposed Redevelopment Plan seeks to respond to a number of problems and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the Village to improve and revitalize the Project Area. This document is intended to provide a framework for improvements and reinvestment within the Project Area over the next 23 years. The goal of the Redevelopment Plan is to spur business development that will generate local jobs and expand the tax base.

The Village of Sugar Grove is uniquely situated to take advantage of access to multiple transportation options that benefit current and potential businesses in the area, including major regional thoroughfares, highways, rail and airport access. However, due to the limited availability of infrastructure within this portion of the Village industrial development has been very limited over the past 20 years. TIF can be used to make the area attractive for redevelopment by eliminating the conditions which inhibit private investment, weaken the Village's tax base, affect the safety of community residents, and hinder the Village's ability to promote a cohesive development of compatible land uses.

Village officials have determined that, without direct municipal involvement and financial assistance, planning objectives for this area cannot be met. To encourage new investment in the Industrial District area, the Village has proposed Tax Increment Financing (TIF) as a financial tool to facilitate redevelopment.

In 2011 the Village retained the planning consulting firm of TESKA to assist the Village in the creation of a tax increment financing program for areas surrounding the Aurora Airport. After much deliberation, the project area was split in two, and the Sugar Grove Industrial Tax Increment Financing District #1 (located south and west of the airport) was approved in January 2012. The Village has now retained TESKA to evaluate the area north and east of the airport for designation as a separate TIF district. In December, 2014, TESKA and its project team members conducted field surveys, performed site evaluations, and identified redevelopment opportunities and necessary public improvements in the Project Area. The consultant team documented the Project Area as a "blighted area" based on the criteria established for vacant land and improved land, thus qualifying the Project Area as eligible for TIF designation. The consultant team documented the presence of obsolete platting, deterioration, and decline in EAV for the vacant portion of the Project Area; and dilapidation, deterioration, below minimum code standards, excessive vacancies, inadequate utilities, and decline in EAV, for the improved portion of the Project Area. Therefore, the Northeast Airport Area TIF #2 Project Area may be designated as a tax increment financing district under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act").

The Redevelopment Plan summarizes the analyses and findings of the consultants' work. The Village is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a redevelopment project area under the "Act". TESKA has prepared this Redevelopment Plan and the related eligibility study with the understanding that the Village would rely on: (a) the findings and conclusions of the Redevelopment Plan and the related eligibility study in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (b) the fact that TESKA has obtained the necessary information so that the Redevelopment Plan and the related eligibility study will comply with the Act.



Exhibit A – Aerial Map

PROJECT AREA DESCRIPTION

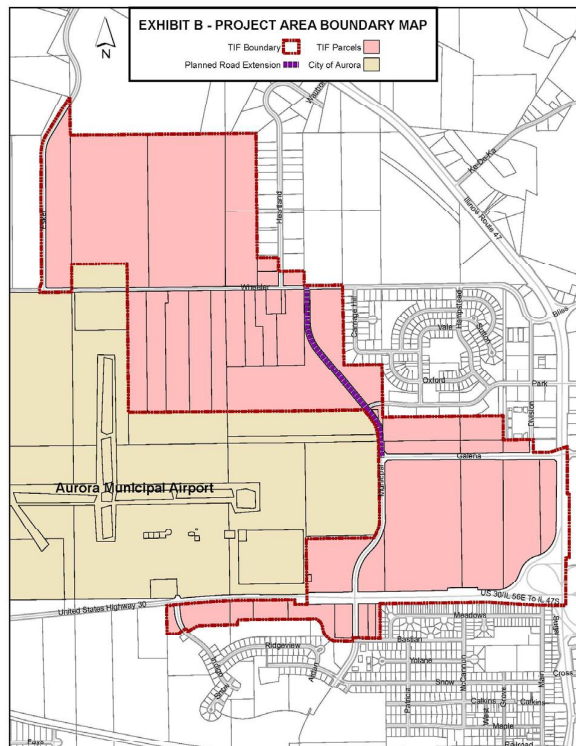
The boundaries of the Project Area #2 (the Project Area) were carefully established in adherence to the eligibility criteria and include those parcels which would benefit by the proposed Redevelopment Plan and Program. The Project Area currently has multiple zoning districts that apply including:

- B2 (Business) along Route 30
- B3 (Business) along Route 47
- A1 (Agricultural) south of Galena Road – to be zoned for business park use
- M1 south of Wheeler Road
- B3- PUD north of Wheeler Road (with the PUD ordinance calling for primarily light industrial uses)
- B3-PUD south of Route 30 (and planned for commercial uses as a part of the PUD) listed as the primary permitted uses within the PUD).
- R2 (Municipal uses including fire station and village hall)

The area is vacant land, with the exception of three parcels as noted in the Eligibility Study. The Project Area contains fifteen (15) structures on thirty-eight (38) parcels. The majority of these structures are farm-related. The total Project Area is approximately seven hundred (700) acres in size. Exhibit A – Aerial Map and Exhibit B – Project Area Boundary Map illustrate the boundaries of the Project Area.

The Project Area is characterized by convenient access to multiple transportation options. Several major arterials are in close proximity to the Project Area, including Illinois Route 47 to the north and U.S. Highway 30 to the south of the airport. Interstate 88 is less than four (4) miles to the north. The Aurora Municipal Airport is adjacent to the Project Area, and provides opportunities for corporate jets and general aviation.

Despite this advantageous and well-connected location, the Project Area is characterized by significant underutilized or vacant property. As Section VII, Findings of Need for Tax Increment Financing, and the Eligibility Study in Appendix A demonstrate, the Project Area has not been subject to appropriate growth and development through investment by private enterprise, and is not reasonably expected to be developed without the direct intervention and leadership of the Village. The Village believes that tax increment financing will be of substantial benefit in the redevelopment of the Project Area. Tax increment financing will induce private investment that will arrest and reverse the blighting conditions that currently exist.



TAX INCREMENT FINANCING

The Act permits municipalities to use tax increment financing to improve eligible "blighted" or "conservation" areas in accordance with an adopted redevelopment plan over a period not to exceed 23 years. The municipal cost of certain public improvements and programs can be paid with the revenues generated by increased equalized assessed values of private taxable real estate within a designated project area ("incremental property taxes"). The key to this financing tool is that it allows for the public to make capital investments that are paid by property taxes from private development investment induced by those public capital investments. Incremental property taxes are taken from the increase in equalized assessed valuation (principally from new private development) generated within the designated project area during the limited term of the redevelopment project. Thus, the project can pay for itself without the need for additional taxes to be levied Village-wide, outside the boundaries of the particular project area.

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

Public and private reinvestment is possible only if Tax Increment Financing ("TIF") is used as authorized by the Act. The revenue generated by the development activity will play a major and decisive role in encouraging private development. Through this Redevelopment Plan, the Village will serve as a catalyst for assembling the assets and energies of the private sector in a unified, cooperative public-private redevelopment effort. Implementation of the Redevelopment Plan and Redevelopment Program (as defined below) will benefit the Village, its residents, and all taxing districts in the form of improved economic well-being and the improvement of the community living, working, and learning environment.

THE REDEVELOPMENT PLAN

As evidenced in the Redevelopment Plan Section VII "Findings of Need of Tax Increment Financing," the Project Area as a whole has not been subject to growth and development through private investment. Furthermore, it is not reasonable to expect that the Project Area as a whole will be redeveloped without the use of TIF.

The Redevelopment Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area in order to stimulate private investment in the Project Area. The goal of the Village, through implementation of this Redevelopment Plan, is that the entire Project Area be revitalized through a coordinated public and private enterprise effort of reinvestment, and development of uses compatible with a strong, stable community, and that such revitalization occurs:

- On a coordinated, rather than piecemeal basis, to ensure that land use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards; and
- On a reasonable, comprehensive, and integrated basis to ensure that the factors leading to the lack of industrial development are eliminated; and

- Within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the Village.

This Redevelopment Plan specifically describes the Project Area and summarizes the factors which qualify the Project Area as a "blighted area" as defined in the Act.

The success of this redevelopment effort will depend on cooperation between the public and private sectors. By means of public investment, the Project Area will become a stable environment for area-wide development by the private sector. The Village will serve as the central force for directing the assets and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort.

This Redevelopment Plan sets forth the overall "Redevelopment Program" to be undertaken to accomplish the Village's goals. During implementation of the Redevelopment Program, the Village may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements or intergovernmental agreements with private entities or public entities, respectively, in order to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels (collectively referred to as "Redevelopment Projects").

Successful implementation of this Redevelopment Plan requires that the Village utilize incremental property taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of TIF will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the existing and threatened conditions which may lead to blight and which have precluded development of the Project Area by the private sector.

The use of incremental property taxes will permit the Village to direct, implement, and coordinate public improvements and activities to stimulate private investment within the Project Area. These improvements, activities, and investments will benefit the Village, its residents, and all taxing districts having jurisdiction over the Project Area. These benefits are anticipated to include:

- A strengthening of the economic vitality of the community, arising from new commercial and industrial development;
- An increase in construction and long-term employment opportunities for residents of the Village and the region;
- The construction of public improvements which may include new road surfaces, utilities, sewers, water lines, sidewalks, street lights, landscaping, etc., intended to make the Project Area more attractive to investment.

III – ELIGIBILITY OF THE PROPOSED TIF DISTRICT

During December, 2014, a study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the proposed TIF district. The results of the study indicate that the Project Area meets the Act's requirements for vacant property and is eligible to be designated by the Sugar Grove Village Board as a "Tax Increment Financing Redevelopment Project Area." The detailed findings of this study are described in Appendix A of this report.

An area adjacent to vacant industrial properties within the Project Area also qualifies as a "blighted area" under the Act based on the predominance and extent of parcels exhibiting the following characteristics:

Vacant Land

1. Obsolete platting;
2. Deterioration; and
3. Decline in EAV.

Improved Land

1. Dilapidation;
2. Deterioration of buildings and surface improvements;
3. Below Minimum Code Standards;
4. Excessive vacancies;
5. Inadequate utilities; and
6. Decline in EAV.

Each of these factors contributes to the eligibility of the Project Area as a "blighted area." This evaluation is further documented in the Eligibility Study, Appendix A.

IV – REDEVELOPMENT GOALS, OBJECTIVES AND STRATEGIES

In order to establish a workable Redevelopment Plan for the Project Area, it is important to establish both the overall goals and specific objectives of the Redevelopment Plan, and to present strategies for meeting these goals and objectives.

GOALS

The Village's Comprehensive Plan (page 24) notes the following goal: ***Develop a business park and corporate campus base, in campus-like settings, that ensure a diversified economy; complements other types of local development; strengthens the Village's tax base; and provides employment opportunities for Village residents.*** Through development spurred by the financial partnership created through the financial assistance provided through TIF, the Village hopes to achieve this goal.

II – LEGAL DESCRIPTION

The legal description of the Project Area can be found in Appendix B.

The overall goals that are specifically directed to this Redevelopment Plan are:

- Reduction or elimination of those conditions that qualify the Project Area as a blighted area;
- Provision of sound economic redevelopment in the Project Area;
- Contribution to the economic well being of the Village;
- Creation of strong public and private partnerships to capitalize upon and coordinate all available resources and assets;
- Improvement of the quality of life in the Village by reducing incidences of both physical and economic deterioration within the Project Area;
- Improvement of existing utilities and roadways to enhance the potential for development and accessibility of redevelopment sites;
- Employment of Sugar Grove residents in jobs in the Project Area;
- Creation of an environment within the Project Area that will contribute to the health, safety, and general welfare of the Village, that will maintain or enhance the value of properties in and adjacent to the Project Area, and that will stimulate private investment in new construction, expansion, and rehabilitation; and
- Assemble and prepare sites that are conducive to modern development.

STRATEGIES

Based on an analysis of the existing conditions of the Project Area and the overall goals stated above, the strategies for redevelopment should be to:

- Install needed infrastructure, including water and sanitary sewer service and local fiber optic services to attract new investment;
- Assemble and prepare property necessary to attract new investment;
- Market and promote the area as an ideal location for light industrial and commercial/business;
- Repair and replace the infrastructure where needed, including, but not limited to: roads, sidewalks, public utilities, and other public infrastructure.

FUTURE LAND USE

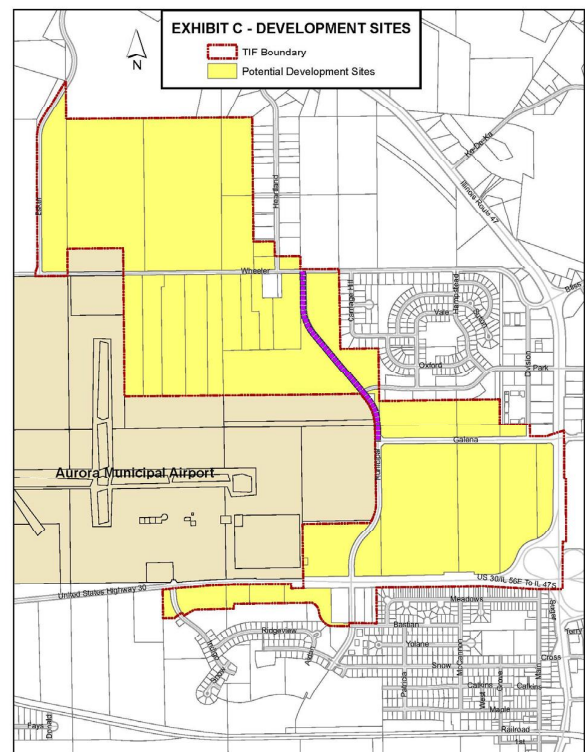
A variety of commercial and industrial uses are anticipated within the Project Area, as allowable in the M1 Limited Manufacturing, B-P Business Park and B-3 Regional Business zoning districts. Additional industrial development is expected for currently vacant parcels. In addition, retail, restaurants or other commercial uses needed to support the industrial development area are also appropriate. Office uses are also appropriate anywhere within the Project Area.

DEVELOPMENT ACTIVITIES

The development of the Project Area will be driven by private investment induced through public assistance and support. In the absence of assistance from the Village as provided by the Redevelopment Plan, the private sector is not expected to pursue these opportunities.

Key activities within the Project Area will be focused on attraction of new industrial/business private development and the accompanying infrastructure improvements needed to support such development.

New development within the Project Area will be consistent with the Village's Comprehensive Plan. This plan notes: *"New business parks around the airport should be guided by an overall site development plan to ensure the coordination of building sites, traffic access and circulation, and open space amenities. The business parks should be screened and buffered from nearby neighborhoods, and should be attractive when viewed from adjacent streets. The environmental corridors, wooded areas, and other natural features shown on the Land-Use Plan should be preserved and protected as the business park areas are developed in the future."*



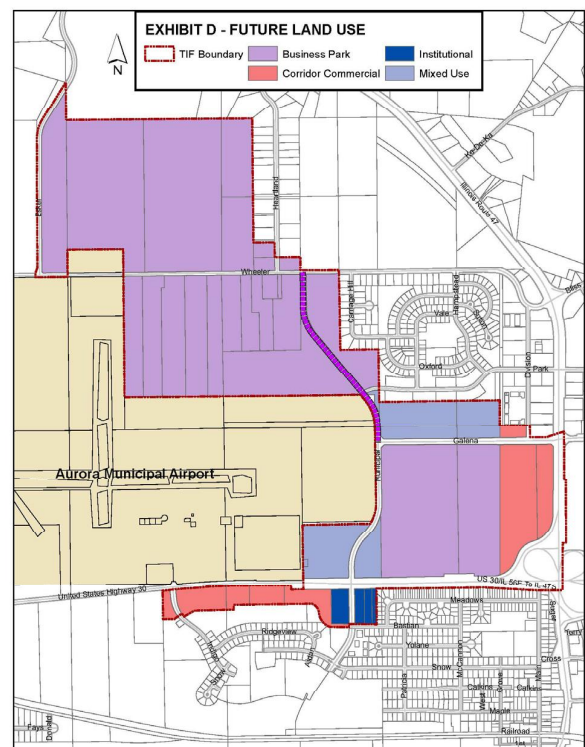
This section describes the public and private improvements and activities anticipated to be made and undertaken to implement the Redevelopment Plan.

PURPOSE OF THE REDEVELOPMENT PLAN

The Act defines the Redevelopment Plan as: "...the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a 'blighted area' or 'conservation area' or combination thereof or 'industrial park conservation area,' and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area" (65 ILCS 5/11-74.4-3(n), as amended).

Further, the Act states that for such areas, "It is hereby found and declared that in order to promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas. The eradication of blighted areas and treatment and improvement of conservation areas and recreation park recreation areas and the investment project is hereby declared to be essential to the public interest." (6 ILCS 511-7/4-2(b), as amended).

The Future Land Use Plan (Exhibit "D") illustrates proposed land uses. Ultimately, the Redevelopment Plan should help to better integrate the Project Area with adjacent uses, becoming an asset to the community and reversing decay.



ELIGIBLE REDEVELOPMENT PROJECT COSTS

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Plan (the "Redevelopment Project Costs.")

In the event the Act is amended after the date of the approval of this Plan by the Village Board of Sugar Grove to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the Village may add any new eligible redevelopment project costs as a line item in Table 3 or otherwise adjust the line items in Table 3 without amendment to this Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Plan.

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The cost of marketing sites within the Project Area to prospective businesses, developers, and investors;
- c) Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
- e) Costs of the construction of public works or improvements subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects, including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area;

- m) Unless explicitly provided in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost;
- n) The cost of daycare services for children of employees from low-income families working for businesses located within the Project Area and all or portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the Village, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

PROPERTY ASSEMBLY

To meet the goals and objectives of this Redevelopment Plan, the Village may acquire and assemble property throughout the Project Area. Land assemblage by the Village may be by purchase, exchange, donation, lease, eminent domain or other programs and may be for the purpose of (a) sale, lease, or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the Village may require written redevelopment agreements with developers regarding any property acquisition. As appropriate, the Village may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the Village exercising its power to acquire real property not currently identified herein, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the Village will follow its customary procedures of having each site acquisition authorized by the Village Board. Acquisition of such real property as may be authorized by the Village Board does not constitute a change in the nature of this Redevelopment Plan.

Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area, and to meet other Village objectives. Businesses legally occupying properties to be acquired by the Village may be provided with relocation advisory and financial assistance as determined by the Village.

- g) Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued there under including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
- h) To the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan;
- i) Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or state law or by Section 74.4-3(n)(7) of the Act (see "Relocation" section);
- j) Payment in lieu of taxes as defined in the Act;
- k) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;
- l) Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total:
 - (i) cost paid or incurred by the redeveloper for such redevelopment project;
 - (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the Village pursuant to the Act;

PROPERTY DISPOSITION

Property to be acquired by the Village as part of the Redevelopment Program may be assembled into appropriate redevelopment sites. As part of the redevelopment process the Village may: (i) sell, lease or convey such property for private redevelopment; or (ii) sell, lease or dedicate such property for construction of public improvements or facilities. Terms of conveyance shall be incorporated into appropriate disposition agreements, and may include more specific restrictions than contained in the Redevelopment Plan or in other municipal codes and ordinances governing the use of land or the construction of improvements.

PUBLIC IMPROVEMENTS

The Village has already made a significant investment in the redevelopment of this area through the extension of Galena Boulevard and the extension of Municipal Drive between Route 30 and Galena Boulevard. This ten million dollar investment (funded by both the Village and a grant from the State of Illinois) led to the development of Walgreens and was needed to stimulate interest in future development within the Project Area. However, significant additional public improvements are needed.

The Village of Sugar Grove may install public improvements to enhance the Project Area as a whole, to support the Redevelopment Program, and to serve the needs of Project Area businesses. Lack of public improvements within the Project Area is one of the primary reasons why industrial development has been very limited to date within the Project Area. In particular, the lack of a looped water system and the lack of sanitary sewer service have significantly limited development. Drainage problems and poor pavement condition are also concerns that may be addressed through the TIF.

Given the undeveloped nature of the Project Area, a number of new roadways and improvements will be needed. Appropriate public improvements may include, but are not limited to the following. Specific cost estimates are provided for known items only.

- Extension of Municipal Drive from Galena Boulevard to Wheeler Road - \$5,642,000;
- Business Park public improvements (streets, utilities, earthwork) - \$5,487,000;
- Extension of Cardinal Drive;
- Provision of fiber optic/high speed internet network;
- Vacation, removal, resurfacing, widening, reconstruction, construction, and other improvements to streets, alleys, pedestrian ways, and pathways;
- Installation of traffic improvements, viaduct improvements, street lighting and other safety and accessibility improvements;
- Installation, reconstruction, improvement or burial of public or private utilities;
- Beautification, lighting and signage of public properties, particularly enhancement to the Route 47 corridor which serves as a gateway to the Village and the Project Area;
- Maintenance of rights-of-way in privately owned properties;
- Demolition of obsolete or hazardous structures; and
- Improvements to publicly owned land or buildings to be sold or leased.

The Village may determine at a later date that certain listed improvements are no longer needed or appropriate and may remove them from the list, or may add new improvements to the list.

CAPITAL COSTS OF TAXING DISTRICTS

The Village may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

RELOCATION

The Village may reimburse all or a portion of the costs incurred for relocation resulting from redevelopment within the Project Area.

JOB TRAINING

Separate or combined programs designed to increase the skills of the labor force to meet employers' hiring needs and to take advantage of the employment opportunities within the Project Area may be implemented.

DEVELOPER INTEREST COSTS

Funds may be provided to developers for a portion of interest costs incurred by a developer related to the construction, renovation, or rehabilitation of a redevelopment project provided that:

1. Such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
2. Such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with respect to the redevelopment project during that year.

ESTIMATED PROJECT COSTS

Table 1 outlines the estimated costs of the Redevelopment Program.

Table 1: Estimated Redevelopment Project Costs

ELIGIBLE EXPENSE	ESTIMATED COST
Administration, Studies, Surveys, Legal, Marketing, Etc.	\$4,590,000
Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	\$4,590,000
Rehabilitation, reconstruction, repair or remodeling	\$1,836,000
Public Works or Improvements and Capital cost of taxing districts ⁽¹⁾	\$34,425,000
Job Training and Retraining	\$413,100
Relocation Costs	\$45,900
Total Redevelopment Costs ^{(2) (3) (4)}	\$45,900,000

SOURCES OF FUNDS

The Act provides methods by which municipalities can finance eligible redevelopment project costs with incremental real estate tax revenues. Incremental tax revenue is derived from the increase in the current equalized assessed valuation (EAV) of real property within the Project Area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in the tax increment revenue. A decline in current EAV does not result in a negative real estate tax increment.

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, federal, state, county, or local grants, investment income, private financing and other legally permissible funds the Village may deem appropriate. The Village may incur redevelopment project costs which are paid for from funds of the Village other than incremental taxes, and the Village may then be reimbursed from such costs from incremental taxes. Also, the Village may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

The Village may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or other project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible redevelopment project costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible redevelopment project costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 2 of this Redevelopment Plan.

In the event that adequate funds are not available as anticipated from aforementioned sources, the Village may utilize its taxing power to sustain the Redevelopment Project or repay obligations issued in connection therewith, to be reimbursed over time, if possible, from tax increment revenues.

NATURE AND TERM OF OBLIGATIONS TO BE ISSUED

The Village may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the Village may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the Village may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the Village Treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area was originally adopted, assuming the ordinance is adopted in 2015, December 31, 2038. Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their

Notes:

1. Public improvements may also include capital costs of taxing districts. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the Village or other public entities. As provided in the Act, to the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.
2. The total Estimated Redevelopment Project Costs provides an upper limit on expenditures and adjustments may be made in line items without amendment to this Redevelopment Plan.
3. Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.
4. The amount of the Total Redevelopment Project Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.
5. Increases in estimated Total Redevelopment Project Costs of more than five percent, after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

One or more issues of obligations may be sold at one or more times in order to implement the Redevelopment Plan, as amended, and as it may be amended in the future. Obligations may be issued on a parity or subordinate basis.

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

- Net revenues of all or part of any redevelopment project;
- Taxes levied and collected on any or all property in the Village;
- The full faith and credit of the Village;
- A mortgage on part or all of a redevelopment project; and
- Any other taxes or anticipated receipts that the Village may lawfully pledge.

EQUALIZED ASSESSED VALUATION

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Project Area is to provide an estimate of the initial EAV, which the Kane County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Project Area. The most recent (2013) equalized assessed valuation (EAV) of all the taxable parcels in the Project Area is \$851,922. This total EAV amount, by PIN, is summarized in Appendix D. This EAV is subject to verification by the Kane County Clerk. After verification, the final figure shall be certified by the County Clerk of Kane County, Illinois. This certified amount shall become the Certified Initial EAV from which all incremental property taxes in the Project Area will be calculated by the County.

Upon completion of anticipated private development of the Project Area, it is anticipated that the equalized assessed valuation will be approximately \$63,323,381. The calculation assumes that assessments appreciate at a rate of 1% every year. Other new projects, rehabilitation of existing buildings, and appreciation of real estate values may result in substantial additional increases in equalized assessed valuation.

VII – FINDINGS OF NEED FOR TAX INCREMENT FINANCING

Pursuant to the Act, the Village of Sugar Grove makes the following findings:

PROJECT AREA NOT SUBJECT TO GROWTH

The Project Area has not been subject to appropriate growth and redevelopment through investment by private enterprise, and would not reasonably be developed without the adoption of the Redevelopment Plan. The lack of growth in the Project Area is supported by the following:

Presence of Blighting Factors

Lack of investment is evidenced by the extent and distribution of blighting factors, as elaborated upon in the Eligibility Study (Appendix A). The presence of these factors illustrates that appropriate private investment has not been undertaken in the Project Area.

Lack of Infrastructure

While the Project Area has excellent air and regional highway access, it lacks the local infrastructure (roads, utilities) to support desired business development.

VIII – FINANCIAL IMPACT OF REDEVELOPMENT

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

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

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impacts or increased demand. The Village intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

Sugar Grove Water Authority

The Sugar Grove Water Authority is the regional authority for approval of new water wells. The Village of Sugar Grove potable water wells currently have capacity to service this area and therefore the Sugar Grove Water Authority should not be directly impacted by the planned industrial development within the TIF. However, this demand will be dependent on actual development, and is difficult to predict at this time. Should eligible expenses for directly attributable costs occur, they may be appropriate for funding through the TIF District for additional water resources.

Sugar Grove Community Building

The Sugar Grove Community House provides indoor rental meeting space for Park District and other community programs. The facility is primarily designed for use by Sugar Grove residents, and therefore should not be directly impacted by the planned industrial development within the TIF. It is possible that businesses within the TIF may seek to rent the facility for certain events, but it is assumed that the rental fee would cover any costs associated with the rental. As such, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

Sugar Grove Fire District

The Sugar Grove Fire District's main fire station is within the project area at the intersection of Municipal Drive and U.S. Route 30. This location should facilitate access to properties within the Project Area. Additional demand for staffing and equipment may be needed to provide adequate protection for development. However, this demand will be dependent on actual development, and is difficult to predict at this time. Should eligible expenses for directly attributable costs occur, they may be appropriate for funding through the TIF District.

Kane County

The industrial nature of anticipated development and/or redevelopment within the Project Area is anticipated to have minimal to no impact on demand for County Services. Any increase in demand should not be so substantial as to warrant the hiring of additional staff or the need to increase services. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

Kane County Forest Preserve District

The industrial nature of anticipated development and/or redevelopment within the Project Area is anticipated to have minimal impact on the Forest Preserve District, and any increase resulting from additional employees in the Project Area would only account for a small percentage of the total demands required of the District. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

Kaneland C.U.S.D. #302

The Project Area lies within the Kaneland C.U.S.D. #302 school district. As no new residents will be added as a result of this Redevelopment Plan, no new school age children will be added to the school district. Since development and/or redevelopment activities will have no direct increase on the services of the school district, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

The replacement of vacant and underutilized property with non-residential development may cause increased demand for services and/or capital improvements to be provided by the following taxing districts. The estimated nature of these increased demands for services on these taxing districts, and the activities to address increased demand, are described below.

Sugar Grove Township

The development of vacant parcels or redevelopment of existing structures within the Project area is not anticipated to increase the demands of current services that the Township offers. Any increased demand for any Township provided services resultant from the Redevelopment Plan set forth in this document will be incidental in relation to the total operations of the Township. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

Sugar Grove Township Road District

The Sugar Grove Township Road and Bridge District maintains township roads and bridges. No new township roads or bridges are anticipated as a result of the Redevelopment Plan. While traffic will increase as a result of development within the Project Area, this traffic will be directed via municipal streets to the adjacent State and Federal Routes (IL Route 47 and US Route 30). Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

Sugar Grove Public Library District

As no new residents will be added as a result of this Redevelopment Plan, it is anticipated that the impact on the Public Library District will be minimal given the current size of its service area. As the redevelopment plan does not anticipate new residential development, no significant impact on the library district is anticipated and no program is set forth in the redevelopment plan.

Sugar Grove Park District

The industrial nature of anticipated development and/or redevelopment within the Project Area is anticipated to have minimal impact on the Park District, and any increase resulting from additional employees in the Project Area would only account for a small percentage of the total demands required of the District. Therefore, no redevelopment projects or direct mitigations are set forth in the Redevelopment Plan.

Village of Sugar Grove

As a result of new development and/or redevelopment in the Project Area, the Village of Sugar Grove may experience increased demand for services such as police protection or maintenance of an expanded public infrastructure (water lines, roadways, etc.). No specific redevelopment projects or direct mitigations are set forth in the Redevelopment Plan. However, based on actual growth and development within the Project Area, certain eligible expenses may arise during the life of the TIF District.

Waubensee College District #516

As no new residents will be added as a result of this Redevelopment Plan, no residents seeking educational opportunities will be directly added to the College District. While employees of the anticipated industrial developments may seek additional educational opportunities, such increase will be minimal and should not have a significant effect on the District. It is also possible that businesses may seek assistance from the District regarding job training or assistance through the College's Small Business Development Center. Funding has been allocated for potential job training within the TIF budget.

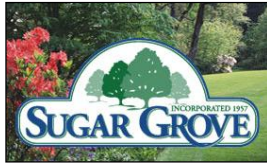
This proposed program to address increased demand for services or capital improvements provided by some or all of the impacted taxing districts is contingent upon: (i) the Redevelopment Program occurring as anticipated in the Redevelopment Plan, (ii) the Redevelopment Program resulting in demand for services sufficient to warrant the allocation of Redevelopment Project Costs, and (iii) the generation of sufficient incremental property taxes to pay for the Redevelopment Project Costs listed above. In the event that the Redevelopment Program fails to materialize, or involves a different scale of development than that currently anticipated, the Village may revise this proposed program to address increased demand, to the extent permitted by the Act, without amending this Redevelopment Plan.

APPENDIX "A"

NORTHEAST AIRPORT TAX INCREMENT FINANCING DISTRICT #2

ELIGIBILITY FINDINGS

Village of Sugar Grove, Illinois



DRAFT

February 9, 2015

Prepared by:
Teska Associates, Inc.



TAX INCREMENT FINANCING

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

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

Section 5/11-74.4-3(a) defines a "**blighted area**" as:

"... any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

- (1) If improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the redevelopment project area: (A) dilapidation; (B) obsolescence; (C) deterioration; (D) presence of structures below minimum code standards; (E) illegal use of individual structures; (F) excessive vacancies; (G) lack of ventilation, light, or sanitary facilities; (H) inadequate utilities; (I) excessive land coverage and overcrowding of structures and community facilities; (J) deleterious land use or layout; (K) lack of community planning; (L) need for environmental remediation; or (M) declining total equalized assessed value.*
- (2) If vacant, the sound growth of the redevelopment project area is impaired by a combination of two or more of the following factors, each of which is (i) present, with the presence documents, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains: (A) Obsolete platting (B) Diversity of ownership, (C) Tax and special assessment delinquencies, (D) Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, (E) Need for environmental remediation, (F) Declining total equalized assessed value."*

INTRODUCTION

Since the founding of the municipality, the Village of Sugar Grove has planned for a large area of business park development near the Aurora Municipal Airport. The area has the regional transportation access required by modern industrial and business uses. A strong connection to the regional roadway network is provided by immediate access to IL Route 47 and nearby access to Interstate 88, U.S. Route 30, and IL Route 56. The Aurora Municipal Airport, which features tower control, also is a major asset for location of corporate facilities. However, while some limited development has occurred over the past 20 or so years, development has been very slow due to limited access to key infrastructure such as good water flow (no looped system) and lack of sanitary sewer. In addition, several of the local roads need to be extended and/or improved. Industrial users are looking for property that is fully served by utilities and ready for quick development, and this area is not currently in such a position. With the funding assistance that can be provided through TIF, the Village hopes to provide the needed infrastructure and spur new development and resulting jobs.

The report that follows is an assessment of the eligibility of the Sugar Grove Northeast Airport Industrial Tax Increment Financing District Study Area.



Aerial view of Northeast Airport Industrial TIF boundary

Determination of eligibility of the Sugar Grove Northeast Airport Industrial TIF Redevelopment Project Area for tax increment financing is based on a comparison of data gathered through field observations by Teska Associates, Inc. (Teska), document and archival research, and information provided by the Village of Sugar Grove against the eligibility criteria set forth in the Act.

This report summarizes the analyses and findings of the Village's planning consultant, Teska Associates, Inc. Teska has prepared this report with the understanding that the Village would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the Study Area as a Redevelopment Project Area under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the Study Area can be designated as a Redevelopment Project Area in compliance with the Act.

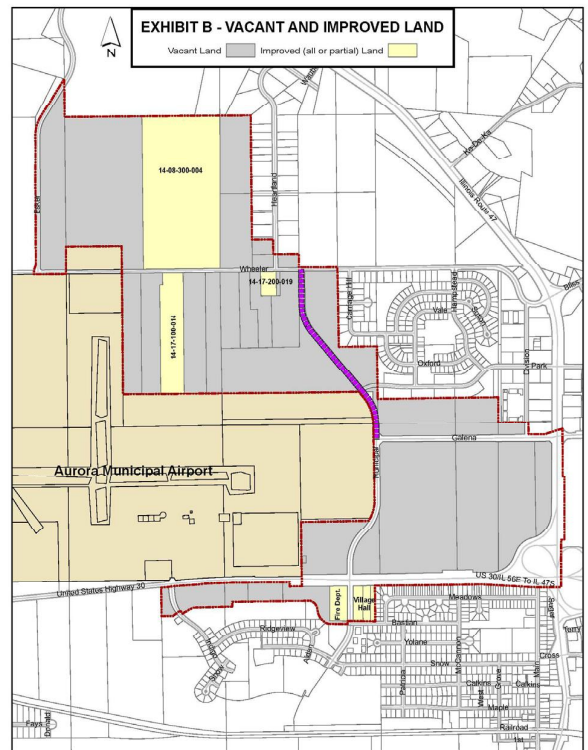
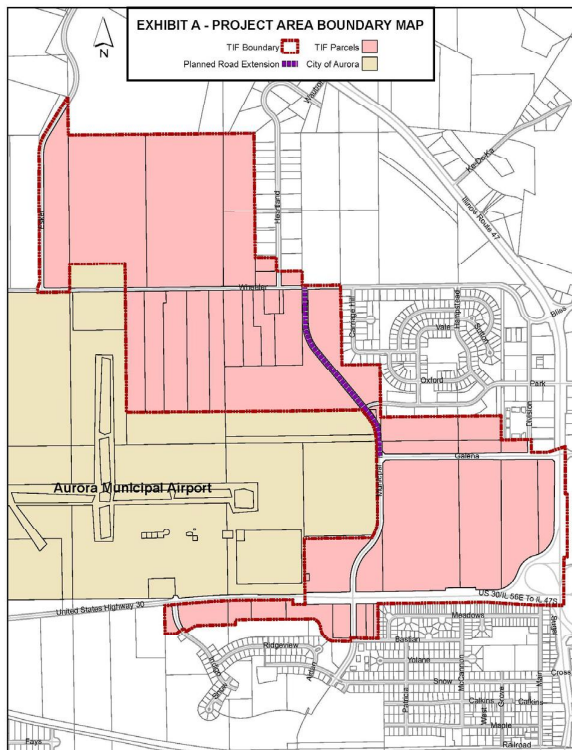
The Sugar Grove Northeast Airport Industrial TIF Redevelopment Project Area is eligible for designation as a "**blighted area**" based on the presence of **vacant** parcels that exhibit: (1) obsolete platting; (2) deterioration of structures or site improvements in neighboring areas adjacent to the vacant land; and (3) declining total equalized assessed value, as well as the presence of **improved** parcels that exhibit: (1) dilapidation; (2) deterioration; (3) presence of structures below minimum code standards; (4) excessive vacancies; (5) inadequate utilities; and (6) declining total equalized assessed value, as defined in the Act.

Description of the Redevelopment Project Area

The Project Area includes a total of thirty-eight (38) parcels, containing fifteen (15) structures. The total area of the Project Area is approximately seven hundred (700) acres. The boundary of the Project Area is shown on Exhibit A – Project Area Boundary Map.

Existing Conditions

The present condition of the Project Area inhibits development potential. This report elaborates further on the specific conditions which have contributed to this decline.



ELIGIBILITY FINDINGS - VACANT LAND

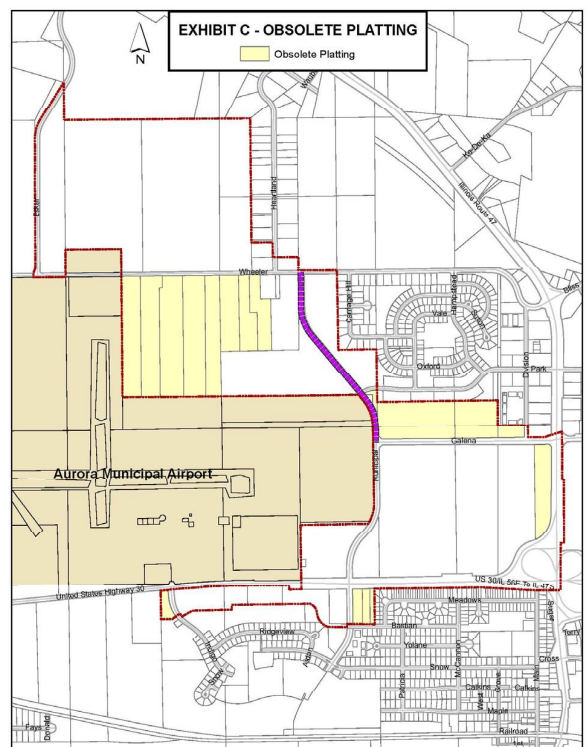
Teska Associates, Inc. conducted a field survey of every property in the Project Area and surrounding adjacent parcels. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each parcel. These surveys occurred in December, 2014.

In order to be designated as a blighted area, a combination of at least two (2) of the blighting factors must be present to a meaningful extent and reasonably distributed throughout the Project Area (or in this case, reasonably distributed throughout the vacant portion of the Project Area as shown on Exhibit B – Vacant and Improved Land).

Obsolete Platting

Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-way for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

Multiple examples of obsolete platting are present within the Project Area. Parcels of irregular size and shape are located along Wheeler Road, and parcels with no roadway access are located north of Galena Road (see Exhibit C – Obsolete Platting). Due to the presence and distribution of parcels exhibiting obsolete platting, this factor contributes to the designation of the Project Area as a blighted area.



Deterioration

Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land, refers to physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Examples of deterioration of buildings and surface improvements on improved parcels (and adjacent to vacant parcels) within the Project Area are outlined in the following section of this report, ELIGIBILITY FINDINGS – IMPROVED LAND. Due to the presence of structures and site improvements demonstrating deterioration in neighboring areas adjacent to vacant parcels within the Project Area, deterioration is a contributing factor towards designation of the Project Area as a blighted area.

Decline or Minimal Marginal Increase in the Equalized Assessed Value

The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.

The most recent data available from the Kane County Assessor's Office was gathered in December 2014. Based on information obtained from the Assessor's Office regarding the growth rate of equalized assessed value (EAV) for the whole Village over the last 5 years (years 2010 through 2014) and information from the U.S. Department of Labor regarding the growth rate of the Consumer Price Index for All Urban Consumers (CPI):

	2014*	2013	2012	2011	2010	2009
Vacant Parcels	\$427,524	\$247,387	\$250,815	\$286,710	\$262,272	\$293,111
	72.82%	-1.37%	-12.52%	9.32%	-10.52%	
Village of Sugar Grove	n/a	\$249,311,240	\$271,487,143	\$292,112,557	\$314,692,543	\$334,115,957
	n/a	-8.17%	-7.06%	-7.18%	-5.81%	
CPI	228.817	224.545	222.005	218.684	212.870	209.995
	1.90%	1.14%	1.52%	2.73%	1.37%	

* 2014 values not yet certified by Kane County Board of Review

Deterioration

Deterioration refers to physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

Deterioration of Buildings

Buildings in a state of deterioration exhibit defects, which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.), and major defects in primary building components (e.g., foundations, frames, roofs, etc.), respectively.



Deterioration of occupied farm buildings PIN 14-08-300-004-0000

Deterioration of structures occurs, to one extent or another, on 12 out of 15 of the buildings in the Project Area (80%). Examples of problematic conditions include broken windows and doors, loose gutters, deteriorated brickwork/masonry, cracks in foundations, deteriorating roofs, etc. Deterioration is obviously present to a much higher degree on the abandoned property south of Wheeler Rd., but is also present to a lesser degree on the occupied property north of Wheeler Rd. This concentration and widespread distribution of deterioration causes it to be a major contributing factor towards designation as a conservation area due to the impact on marketability and viability.

As shown in the table above, the total EAV of the improved parcels within the Project Area did decrease in 3 of the past 5 years. In addition, the EAV of the improved parcels increased at a lesser rate than that of the Village of Sugar Grove as a whole in 2 of the past 5 years, and increased at a lesser rate than the CPI in 3 of the past 5 years. Therefore, decline or minimal marginal increase in the equalized assessed value for the improved parcels does contribute to the designation of the Project Area as a blighted area.

ELIGIBILITY FINDINGS – IMPROVED LAND

Teska Associates, Inc. conducted a field survey of every property in the Project Area and surrounding adjacent parcels. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each parcel. These surveys occurred in December, 2014.

In order to be designated as a blighted area, a combination of at least five (5) of the blighting factors must be present to a meaningful extent and reasonably distributed throughout the Project Area (or in this case, reasonably distributed throughout the improved portion of the Project Area as shown on Exhibit B – Vacant and Improved Land).

Dilapidation

Dilapidation refers to an advanced state of disrepair of buildings or improvements or the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings should be those with critical defects in primary structural components (roof, bearing walls, floor structure, and foundation), building systems (heating, ventilation, lighting, and plumbing), and secondary structural components in such combination and extent that (i) major repair is required or, (ii) the defects are so serious and so extensive that the buildings must be removed.

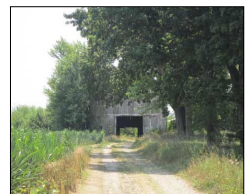


Example of Dilapidated structures within the Project Area

The exterior field survey conducted by Teska Associates, Inc. found that all 4 of the structures on PIN 14-17-100-014-0000 have been abandoned and are in a severe state of disrepair and display this type of extreme physical state. This high percentage (27%) of the total buildings in the Conservation Area (4 out of 15) is significant. Therefore, this factor significantly contributes to the designation of the Project Area as a blighted area.

Deterioration of Surface Improvements

The conditions of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may also evidence deterioration through surface cracking, crumbling, potholes, depressions, loose paving materials, and weeds protruding through the surface. The condition of roadways (Wheeler Rd.) is generally poor and in need of resurfacing and driveways are gravel and not paved. As noted previously, significantly more surface deterioration occurs on the abandoned property south of Wheeler Rd. Deterioration of Surface Improvements occurs on 2 out of 7 improved parcels (29%). The concentration and widespread distribution of deterioration (building and surface) causes it to be a contributing factor towards designation as a conservation area due to the impact on marketability and viability.



There is significant deterioration of both buildings and surface improvements on improved parcels in the Project Area, causing these characteristics to be a contributing factor towards designation as a blighted area.

Presence of Structures Below Minimum Code Standards

Structures below minimum code standards include all structures, which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies, which presume to threaten health and safety.

The exterior field survey conducted by Teska Associates, Inc. identified structures on 2 out of 7 improved parcels (29%) that appeared to be below code. The 4 structures on PIN 14-17-100-004 are abandoned and dilapidated, and should be demolished. Structural issues appear on buildings on PIN 14-08-300-004 as well. A review of the Village's building permit files and discussion with the Village's Building Commissioner confirmed this conclusion. Therefore, presence of structures below minimum code standards does contribute to the designation of the Project Area as a blighted area.

Excessive Vacancies

Establishing the presence of this factor requires the identification, documentation, and mapping of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent, or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

As previously noted, the southern parcel contains 4 abandoned and vacant buildings. The northern parcel contains 8 buildings that appear fully occupied. The Fire Station and Village Hall are also fully occupied. Therefore, 4 out of the 15 total buildings on the seven improved parcels is vacant (27%), and 1 out of 7 parcels is fully vacant (14%). This is a significant vacancy rate, and is therefore a contributing factor to the designation as a conservation area.

Inadequate Utilities

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service, which may be shown to be inadequate. Inadequate utilities would include those which are (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas, (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

According to the Village's Department of Public Works, storm sewer, sanitary sewer and water main are not adequately sized or designed for future redevelopment. Existing power lines are overhead and in need of repair. Wheeler Rd. is deteriorating and contains significant pothole damage, and lacks curb and gutter. In addition, much of the area does not have direct access to local roadways. Extension of Municipal Drive from Galena Boulevard to Wheeler Road and a western extension of Cardinal Drive are two examples. Therefore, inadequate utilities does contribute to the designation of the Project Area as a blighted area.

Decline or Minimal Marginal Increase in the Equalized Assessed Value

This factor can be cited if the total equalized assessed value of the Project Area has declined for 3 of the last 5 calendar years in which information is available, or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

The most recent data available from the Kane County Assessor's Office was gathered in December 2014. Based on information obtained from the Assessor's Office regarding the growth rate of equalized assessed value (EAV) for the whole Village over the last 5 years (years 2010 through 2014) and information from the U.S. Department of Labor regarding the growth rate of the Consumer Price Index for All Urban Consumers (CPI):

	2014*	2013	2012	2011	2010	2009
Improved Parcels	\$424,398	\$426,857	\$478,790	\$515,913	\$473,104	\$451,810
	-0.58%	-10.85%	-7.20%	9.05%	4.71%	
Village of Sugar Grove	n/a	\$249,311,240	\$271,487,143	\$292,112,557	\$314,692,543	\$334,115,957
	n/a	-8.17%	-7.06%	-7.18%	-5.81%	
CPI	228.817	224.545	222.005	218.684	212.870	209.995
	1.90%	1.14%	1.52%	2.73%	1.37%	

* 2014 values not yet certified by Kane County Board of Review

As shown in the table above, the total EAV of the improved parcels within the Project Area did decrease in 3 of the past 5 years. In addition, the EAV of the improved parcels increased at a lesser rate than that of the Village of Sugar Grove as a whole in 2 of the past 5 years, and increased at a lesser rate than the CPI in 3 of the past 5 years. Therefore, decline or minimal marginal increase in the equalized assessed value for the improved parcels does contribute to the designation of the Project Area as a blighted area.

Conclusion

The Sugar Grove Northeast Airport Industrial TIF Redevelopment Project Area is eligible for designation as a "blighted area" based on the criteria established for vacant and improved land by the Act, including the predominance and extent of parcels exhibiting the following characteristics:

Vacant Land

1. Obsolete Platting;
2. Deterioration; and
3. Decline in EAV.

Improved Land

1. Dilapidation;
2. Deterioration of buildings and surface improvements;
3. Below Minimum Code Standards;
4. Excessive vacancies;
5. Inadequate utilities; and
6. Decline in EAV.

Each of these factors contributes to the eligibility of the area as a blighted area.

APPENDIX B – LEGAL DESCRIPTION

THAT PART OF SECTIONS 7, 8, 16, 17, 20 and 21 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 35 IN HEARTLAND DEVELOPMENTS RESUBDIVISION OF LOT 21; THENCE SOUTH ALONG THE WEST LINE OF SAID HEARTLAND DEVELOPMENTS RESUBDIVISION OF LOT 21 AND THE WEST LINE OF SUGAR GROVE RESEARCH PARK SUBDIVISION TO THE NORTHWEST CORNER OF LOT 29 IN SAID SUGAR GROVE RESEARCH PARK SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 29 TO THE NORTHEAST CORNER OF SAID LOT 29; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 29 TO THE SOUTHEAST CORNER OF SAID LOT 29; THENCE EAST TO THE NORTHWEST CORNER OF LOT 1 IN SAID SUGAR GROVE RESEARCH PARK SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF WHEELER ROAD; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 2 EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF WINDSOR WEST, UNIT 1; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF WINDSOR WEST UNIT 2 TO THE NORTH LINE OF WIEDNER'S LEGACY SUBDIVISION; THENCE EAST, ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, TO THE WEST LINE OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED TO THE EAST LINE OF INDIGO DRIVE; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF GALENA BOULEVARD; THENCE EAST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF STATE ROUTE 47; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED, TO THE SOUTH LINE OF U.S. ROUTE 30 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE EXTENDED AND THE SOUTH LINE OF SAID U.S. ROUTE 30 TO THE EAST LINE OF LOT 235 IN SUGAR CREEK SUBDIVISION, UNIT 1, PHASE 2; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF BASTIAN DRIVE; THENCE WEST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED WEST, TO THE WEST LINE OF MUNICIPAL DRIVE; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF SUGAR GROVE LIBRARY RESUBDIVISION; THENCE WESTERLY ALONG SAID NORTH LINE TO THE NORTH LINE OF PRAIRIE GLENN SUBDIVISION, UNIT 1; THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF INDIGO DRIVE; THENCE NORTHERLY ALONG SAID EAST LINE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF PARCEL 1 IN PRAIRIE GLENN SUBDIVISION, UNIT 1; THENCE WESTERLY ALONG SAID EASTERLY EXTENSION AND SAID NORTH LINE TO THE EAST LINE OF THE WEST 1576.10 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH ALONG SAID EAST LINE, TO THE SOUTH LINE OF U.S. ROUTE 30; THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG

SAID EAST LINE, TO THE SOUTH LINE OF THE NORTH 1608.36 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF MUNICIPAL DRIVE. THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTHERLY 550.00 FEET OF THE NORTH HALF OF SAID SECTION 17; THENCE WESTERLY ALONG SAID NORTH LINE TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, THAT IS 950.00 FEET, EASTERLY OF (MEASURED ALONG THE NORTH LINE OF SAID SECTION 17) THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF THE WEST 950.00 FEET OF SAID SECTION 8, TO THE NORTH LINE OF THE SOUTH 370.00 FEET OF SAID SECTION 8; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 17 TO THE SOUTH LINE OF WHEELER ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID WHEELER ROAD TO THE WEST LINE OF ESKER DRIVE EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED SOUTH AND THE WEST LINE OF SAID ESKER DRIVE TO A LINE DRAWN PERPENDICULAR TO THE EAST LINE OF SAID ESKER DRIVE, THENCE SOUTHEASTERLY ALONG SAID PERPENDICULAR LINE, TO THE POINT WHERE THE EAST LINE OF ESKER DRIVE INTERSECTS THE WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

APPENDIX C – PIN LIST

1407499001	1417100012	1417400014	1420200054
1408300004	1417100014	1417400017	1420200035
1408300005	1417100016	1417400021	1420200053
1408400009	1417100018	1416179008	1420226009
1408400010	1417200019	1416300010	1420226010
1408451004	1417200026	1416300011	
1408451005	1417200027	1416400016	
1408452007	1417200028	1420100024	
1416153010	1417200046	1420100025	
1416300012	1417200051	1420200036	
1417100010	1417200052	1420200049	

APPENDIX D – EQUALIZED ASSESSED VALUE

1407499001	\$13,312
1408300004	\$99,703
1408300005	\$22,225
1408400009	\$2,696
1408400010	\$2,642
1408451004	\$59,376
1408451005	\$57,764
1408452007	\$0
1416153010	\$1
1416300012	\$10,597
1417100010	\$4,783
1417100012	\$4,709
1417100014	\$50,378
1417100016	\$5,524
1417100018	\$4,202
1417200019	\$274,317
1417200026	\$3,330
1417200027	\$3,247
1417200028	\$3,069
1417200046	\$13,431
1417200051	\$3,957
1417200052	\$3,107
1417400014	\$0
1417400017	\$2,134
1417400021	\$0
1416179008	\$1
1416300010	\$15,867
1416300011	\$29,468
1416400016	\$4,341
1420100024	\$12,403
1420100025	\$50,865
1420200035	\$0
1420200036	\$20,913
1420200049	\$29,028
1420200053	\$0
1420200054	\$44,532
1420226009	\$0
1420226010	\$0

\$851,922

APPENDIX B

LEGAL DESCRIPTION

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APPENDIX B – LEGAL DESCRIPTION

THAT PART OF SECTIONS 7, 8, 16, 17, 19, 20 and 21 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF THE KANELAND SUBDIVISION; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID KANELAND SUBDIVISION AND NORTHERLY EXTENSION OF SAID EASTERLY LINE, TO THE NORTH LINE OF HARTER ROAD; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF ROUTE 47; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWEST LINE OF A PARCEL OF LAND HAVING A P.I.N. OF 14-08-200-016; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO SOUTHWEST LINE OF SAID PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID PARCEL TO THE WESTERLY LINE OF ROUTE 47; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE NORTHWEST LINE OF THE SUGAR GROVE RESEARCH PARK; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO THE NORTHEAST LINE OF LOT 18 IN SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE AND SAID LINE EXTENDED SOUTHEASTERLY TO THE EAST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 18; THENCE WESTERLY, ON SAID EASTERLY EXTENSION AND ON SAID SOUTH LINE, TO THE WEST LINE OF SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT 20 IN THE SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20 TO THE NORTHWEST CORNER OF LOT 21 IN THE SUGAR GROVE RESEARCH PARK; THENCE SOUTH ALONG THE WEST LINE OF THE SUGAR GROVE RESEARCH PARK TO THE NORTH LINE OF LOT 29 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 29 TO THE WEST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND ON THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF WHEELER ROAD; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HILLSIDE COUNTY SUBDIVISION WEST, UNIT 2 EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF WINDSOR WEST, UNIT 1; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF WINDSOR WEST UNIT 2 TO THE NORTH LINE OF WIEDNER'S LEGACY SUBDIVISION; THENCE EAST, ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, TO THE WEST LINE OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED TO THE EAST LINE OF DIVISION DRIVE; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF GALENA BOULEVARD; THENCE EAST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF STATE ROUTE 47; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED, TO THE SOUTH LINE OF U.S. ROUTE 30 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE EXTENDED AND THE SOUTH LINE OF SAID U.S. ROUTE 30 TO THE EAST LINE OF LOT 235 IN SUGAR CREEK SUBDIVISION, UNIT 1, PHASE 2; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED TO THE SOUTH LINE OF BASTIAN DRIVE; THENCE WEST ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE SOUTH ALONG THE EAST LINES OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE EAST LINE OF MUNICIPAL DRIVE; THENCE NORTHWESTERLY, PERPENDICULAR TO SAID EAST LINE, TO THE WEST LINE OF SAID MUNICIPAL DRIVE; THENCE NORTHERLY, ON SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 1 IN SUGAR GROVE LIBRARY RESUBDIVISION; THENCE WESTERLY, ON THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF LOT 27 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID LOT 27 TO THE SOUTH LINE OF PARCEL 2 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF INDIGO DRIVE; THENCE WESTERLY TO THE NORTH CORNER OF LOT 105 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE EASTERLY LINE OF PARCEL 1 IN PRAIRIE GLEN SUBDIVISION UNIT 1 TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, ON THE NORTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, TO THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-041; THENCE NORTHERLY, ON SAID WEST LINE, TO THE SOUTH LINE OF SAID U.S. 30; THENCE NORTHERLY

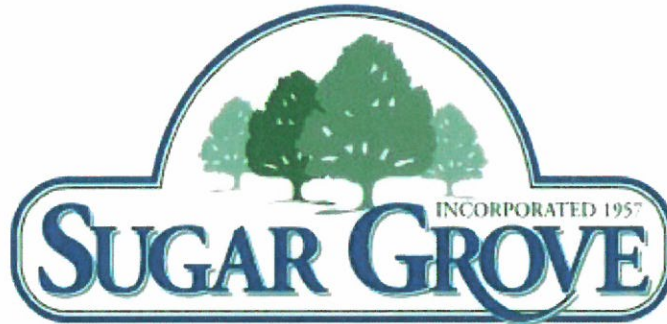
TO THE INTERSECTION OF THE NORTH LINE OF SAID U.S. 30 WITH THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-030; THENCE NORTHERLY, ON SAID WEST LINE, 456 FEET MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 19; THENCE EASTERLY, ON SAID NORTH LINE, TO THE EAST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-200-015; THENCE SOUTHERLY, ON SAID EAST LINE, TO THE NORTH LINE OF SAID U.S. 30; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF MUNICIPAL DRIVE. THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTHERLY 550.00 FEET OF THE NORTH HALF OF SAID SECTION 17; THENCE WESTERLY ALONG SAID NORTH LINE TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, THAT IS 950.00 FEET EASTERLY OF (MEASURED ALONG THE NORTH LINE OF SAID SECTION 17) THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF THE WEST 950.00 FEET OF SAID SECTION 8, TO THE NORTH LINE OF THE SOUTH 370.00 FEET OF SAID SECTION 8; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 17 TO THE SOUTH LINE OF WHEELER ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID WHEELER ROAD TO THE WEST LINE OF ESKER DRIVE EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED SOUTH AND THE WEST LINE OF SAID ESKER DRIVE TO WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 109 IN PRAIRIE GLEN SUBDIVISION UNIT 1.

APPENDIX C

PARCEL ID LIST

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APPENDIX C - PARCEL ID LIST	
EXISTING AREA	AMENDED AREA
1407499001	1408100012
1408300004	1408100014
1408300005	1408200020
1408400009	1408200031
1408400010	1408251005
1408451004	1417400019
1408451005	1419100030
1408452007	1419100034
1416153010	1419100040
1416300012	1419100041
1417100010	1419100042
1417100012	1419200015
1417100014	1419200016
1417100016	1419200017
1417100018	1419200018
1417200019	1419200019
1417200026	1420100015
1417200027	1420100021
1417200028	1420100022
1417200046	1420148001
1417200051	1420149001
1417200052	1420184001
1417400014	1420205001
1417400017	1420235001
1417400021	1420248001
1416179008	1420248002
1416300010	1420248003
1416300011	1420248004
1416400016	1420248005
1420100024	1420248006
1420100025	
1420200036	
1420200049	
1420200054	
1420200035	
1420200053	
1420226009	
1420226010	



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

ORDINANCE NO. 2020-0121D

**ORDINANCE ADDING ADDITIONAL PARCELS OF PROPERTY TO THE
SUGAR GROVE NORTHEAST AIRPORT TAX INCREMENT FINANCING #2
REDEVELOPMENT PROJECT AREA OF THE
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 21st day of January 2020

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove
this 21st day of January 2020

ORDINANCE 2020-0121D

**ORDINANCE ADDING ADDITIONAL PARCELS OF PROPERTY TO THE
SUGAR GROVE NORTHEAST AIRPORT TAX INCREMENT FINANCING #2
REDEVELOPMENT PROJECT AREA OF THE
VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS**

WHEREAS, the President and Village Board of Trustees (the “**Corporate Authorities**”) of the Village of Sugar Grove, Kane County, Illinois (the “**Municipality**”) has heretofore, in Ordinance No. 2020-0121__, adopted and approved the Sugar Grove Northeast Airport TIF #2 Redevelopment Plan as Amended (the “**Amended Redevelopment Plan**”), including the related redevelopment projects described therein (the “**Redevelopment Projects**”), for the Sugar Grove Northeast Airport TIF #2 Redevelopment Project Area (the “**Redevelopment Project Area**”), as amended hereby to include additional parcels of property thereto (the boundaries of which are more particularly described in the Amended Redevelopment Plan and in the Boundary Description attached hereto as Exhibit A, collectively, the “**Amended Redevelopment Project Area**”) under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) as supplemented and amended (the “**Act**”); and

WHEREAS, pursuant to Ordinance No. 2019-1119A, adopted November 19, 2019, the Corporate Authorities set 5:30 p.m. on Tuesday, January 7, 2020, at the Village Hall, 10 S. Municipal Drive, Sugar Grove, Illinois, as the time and place for a public hearing as required under Section 11-74.4-5 of the Act, which such public hearing was held and conducted at such time and place and thereafter completed and closed on such date.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SUGAR GROVE, ILLINOIS, as follows:

SECTION 1. The Municipality hereby amends the Redevelopment Project Area to include the additional parcels of property thereto as are included within and part of the Amended Redevelopment Project Area.

SECTION 2. The Village Clerk shall file with the County Clerk of Kane County, Illinois a certified copy of this Ordinance, together with: (i) the description of the boundaries of the Amended Redevelopment Project Area; (ii) a map of the Amended Redevelopment Project Area; and, (iii) a list of each parcel or tax identification number of each parcel of property added to the Redevelopment Project Area. Such County Clerk shall use the tax year **2019** in determining the total initial equalized assessed value of all such additional parcels of property added to the Redevelopment Project Area and now included within the Amended Redevelopment Project Area under Section 11-74.4-9 of the Act.

SECTION 3. Passage and Approval. PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 21st day of January 2020.

ATTEST:

P. Sean Michels

P. Sean Michels,
President of the Board of Trustees

Cynthia L. Galbreath

Cynthia L. Galbreath,
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Sean Herron	☒	☐	☐	☐
Trustee Ted Koch	☒	☐	☐	☐
Trustee Jen Konen	☒	☐	☐	☐
Trustee Heidi Lendi	☐	☒	☐	☐
Trustee Rick Montalto	☒	☐	☐	☐
Trustee Ryan Walter	☐	☐	☐	☒



Exhibit A

LEGAL DESCRIPTION

THAT PART OF SECTIONS 7, 8, 16, 17, 19, 20 and 21 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF THE KANELAND SUBDIVISION; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID KANELAND SUBDIVISION AND NORTHERLY EXTENSION OF SAID EASTERLY LINE, TO THE NORTH LINE OF HARTER ROAD; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF ROUTE 47; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWEST LINE OF A PARCEL OF LAND HAVING A P.I.N. OF 14-08-200-016; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO SOUTHWEST LINE OF SAID PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID PARCEL TO THE WESTERLY LINE OF ROUTE 47; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE NORTHWEST LINE OF THE SUGAR GROVE RESEARCH PARK; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO THE NORTHEAST LINE OF LOT 18 IN SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE AND SAID LINE EXTENDED SOUTHEASTERLY TO THE EAST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 18; THENCE WESTERLY, ON SAID EASTERLY EXTENSION AND ON SAID SOUTH LINE, TO THE WEST LINE OF SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT 20 IN THE SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20 TO THE NORTHWEST CORNER OF LOT 21 IN THE SUGAR GROVE RESEARCH PARK; THENCE SOUTH ALONG THE WEST LINE OF THE SUGAR GROVE RESEARCH PARK TO THE NORTH LINE OF LOT 29 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 29 TO THE WEST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND ON THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF WHEELER ROAD; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HILLSIDE COUNTY SUBDIVISION WEST, UNIT 2 EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF WINDSOR WEST, UNIT 1; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF WINDSOR WEST UNIT 2 TO THE NORTH LINE OF WIEDNER'S LEGACY SUBDIVISION; THENCE EAST, ALONG SAID

NORTH LINE AND SAID NORTH LINE EXTENDED EAST, TO THE WEST LINE OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED TO THE EAST LINE OF DIVISION DRIVE; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF GALENA BOULEVARD; THENCE EAST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF STATE ROUTE 47; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED, TO THE SOUTH LINE OF U.S. ROUTE 30 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE EXTENDED AND THE SOUTH LINE OF SAID U.S. ROUTE 30 TO THE EAST LINE OF LOT 235 IN SUGAR CREEK SUBDIVISION, UNIT 1, PHASE 2; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED TO THE SOUTH LINE OF BASTIAN DRIVE; THENCE WEST ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE SOUTH ALONG THE EAST LINES OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE EAST LINE OF MUNICIPAL DRIVE; THENCE NORTHWESTERLY, PERPENDICULAR TO SAID EAST LINE, TO THE WEST LINE OF SAID MUNICIPAL DRIVE; THENCE NORTHERLY, ON SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 1 IN SUGAR GROVE LIBRARY RESUBDIVISION; THENCE WESTERLY, ON THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF LOT 27 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID LOT 27 TO THE SOUTH LINE OF PARCEL 2 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF INDIGO DRIVE; THENCE WESTERLY TO THE NORTH CORNER OF LOT 105 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE EASTERLY LINE OF PARCEL 1 IN PRAIRIE GLEN SUBDIVISION UNIT 1 TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, ON THE NORTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, TO THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-041; THENCE NORTHERLY, ON SAID WEST LINE, TO THE SOUTH LINE OF SAID U.S. 30; THENCE NORTHERLY TO THE INTERSECTION OF THE NORTH LINE OF SAID U.S. 30 WITH THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-030; THENCE NORTHERLY, ON SAID WEST LINE, 456 FEET MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 19; THENCE EASTERLY, ON SAID NORTH LINE, TO THE EAST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-200-015; THENCE SOUTHERLY, ON SAID EAST LINE, TO THE NORTH LINE OF SAID U.S. 30; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF MUNICIPAL DRIVE. THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTHERLY 550.00 FEET OF THE NORTH HALF OF SAID SECTION 17;

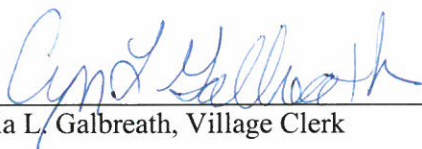
THENCE WESTERLY ALONG SAID NORTH LINE TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, THAT IS 950.00 FEET EASTERLY OF (MEASURED ALONG THE NORTH LINE OF SAID SECTION 17) THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF THE WEST 950.00 FEET OF SAID SECTION 8, TO THE NORTH LINE OF THE SOUTH 370.00 FEET OF SAID SECTION 8; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 17 TO THE SOUTH LINE OF WHEELER ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID WHEELER ROAD TO THE WEST LINE OF ESKER DRIVE EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED SOUTH AND THE WEST LINE OF SAID ESKER DRIVE TO WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 109 IN PRAIRIE GLEN SUBDIVISION UNIT 1.



CERTIFICATION

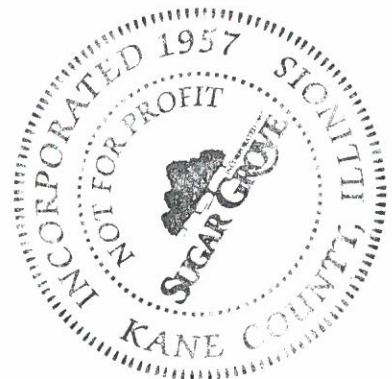
I, Cynthia L. Galbreath, Village Clerk of the Village of Sugar Grove, Illinois, hereby certify that the attached is a true copy of Ordinance 2020-0121B An Ordinance Amending the Sugar Grove Industrial Redevelopment Project Area #1, Removing Certain Parcels from Said Project Area in the Village of Sugar Grove, Illinois, and that said copy has been compared by me with the original.

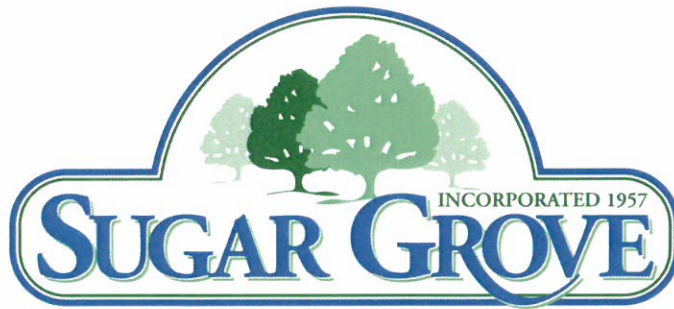
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 22nd day of January 2020.



Cynthia L. Galbreath, Village Clerk

(seal)





CERTIFICATION

I, Cynthia L. Galbreath, Village Clerk of the Village of Sugar Grove, Illinois, hereby certify that the attached is a true copy of Ordinance 2020-0121B An Ordinance Amending the Sugar Grove Industrial Redevelopment Project Area #1, Removing Certain Parcels from Said Project Area in the Village of Sugar Grove, Illinois, and that said copy has been compared by me with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 22nd day of January 2020.

A handwritten signature in blue ink, reading "Cynthia L. Galbreath".

Cynthia L. Galbreath, Village Clerk





CERTIFICATION

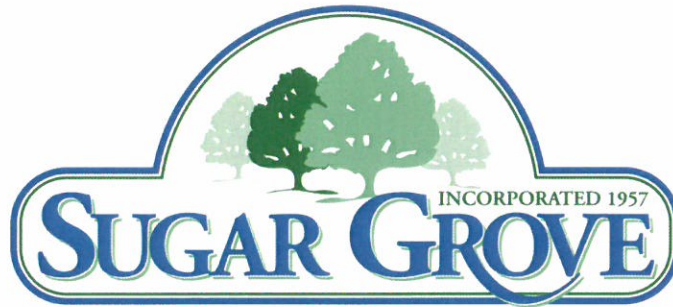
I, Cynthia L. Galbreath, Village Clerk of the Village of Sugar Grove, Illinois, hereby certify that the attached is a true copy of Ordinance 2020-0121E An Ordinance Adopting Tax Increment Financing for the Amended Redevelopment Project Area of the Village of Sugar Grove, Illinois, and that said copy has been compared by me with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 22nd day of January 2020.

A handwritten signature in blue ink, reading "Cynthia L. Galbreath".

Cynthia L. Galbreath, Village Clerk





CERTIFICATION

I, Cynthia L. Galbreath, Village Clerk of the Village of Sugar Grove, Illinois, hereby certify that the attached is a true copy of Ordinance 2020-0121C An Ordinance Adopting and Approving an Amended Sugar Grove Northeast Airport Tax Increment Financing #2 Redevelopment Plan and Related Redevelopment Projects for the Proposed Amended Redevelopment Project Area of the Village of Sugar Grove, Illinois, and that said copy has been compared by me with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 22nd day of January 2020.


Cynthia L. Galbreath, Village Clerk

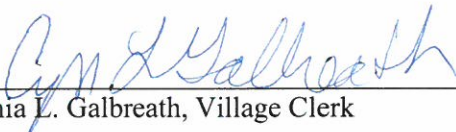




CERTIFICATION

I, Cynthia L. Galbreath, Village Clerk of the Village of Sugar Grove, Illinois, hereby certify that the attached is a true copy of Ordinance 2020-0121D An Ordinance Adding Additional Parcels of the Property to the Sugar Grove Northeast Airport Tax Increment Financing #2 Redevelopment Project Area of the Village of Sugar Grove, Illinois, and that said copy has been compared by me with the original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village, this 22nd day of January 2020.


Cynthia L. Galbreath, Village Clerk



I am Bill Perkins, the Chief of the Sugar Grove Fire Protection District. For those in attendance who are not aware, the Fire District is a separate entity from the Village. Our District covers 34 square miles and encompasses all of Sugar Grove Township not within the municipal boundaries of Aurora and North Aurora and includes a portion of the Village of Montgomery and the majority of the Village of Sugar Grove. We protect about 15,000 permanent residents and an exponential number of visitors and travelers as we have several miles of Illinois Route 47, Route 56, Route 30 and 5 miles of Interstate 88 as well as the Aurora Municipal Airport and the main campus of Waubensee Community College.

The District strives to foster an environment of cooperation and understanding with the municipal officials from the Villages we protect. However, we have a responsibility and obligation to speak out when issues arise that could have a detrimental effect on the services we provide to all of our residents, business owners and visitors not just those within the Village of Sugar Grove

Our District derives about 92% of our revenues from Real Estate Taxes. We do not receive state sales tax, local sales tax, motor fuel tax, utility tax or Local Government Distributive Funds. The creation of any new or the expansion or addition to any current TIF Districts will once again divert these much needed property taxes from the Fire District to the TIF Fund for over 20 years.

Some time ago the Village hosted a meeting at the Library regarding TIF Districts and what is required to qualify as TIF property. My feeling was that the majority of those in attendance at the meeting were opposed to any additional TIF's. From the discussion it was stated that one requirement is that the area is blighted. We feel the Sugar Grove Area is a beautiful location and

struggle to see anything that would be described as blighted. Another thing that is utilized is the “But-For” test. Basically, that is that if it was not but for the incentives provided by the TIF, the Development would not occur. For those of you not aware, the Joint Review Board received the draft of the TIF 2 proposal in February of 2015. Following a public hearing and meetings the Village Board passed the Ordinance creating TIF 2 in May of 2015. Located within the boundaries of TIF 2 is the property at 119 W. Galena, the Sugar Grove Senior Living Center. Plan reviews for 119 Galena were held in September of 2014 and the pre-construction meeting took place in November of 2014 with construction beginning shortly after. The building was fully completed and granted occupancy by October of 2015. This building was under construction prior to the property being placed into the TIF and would obviously fail the but-for test but, was still placed into the TIF. Of the main parcels nearly \$41,000 tax bill in 2019 the Fire District received \$8.52 in real estate taxes. In 2018 it was \$8.69 in 2017 \$8.87 and in 2016 it was \$9.23. This is a 60 unit and approximately 60,000 square foot facility.

Now the District understands and does not make light of the other government entities financial burdens or needs. But this proposed expansion of the current TIF District will not result in an additional student entering the schools, probably not result in a need for increased staffing at the library or require another park area to maintained. From the first shovel of dirt that is moved in these areas the Fire Department will have an impact, from construction accidents to traffic accidents to emergency medical service calls to fire alarms and training and preplan inspections the Fire Department will be affected. And any increase in calls will take away from our ability to provide services to all of the residents of our District. We recognize that we have been told that if there is a special need for equipment that it may qualify for TIF funding. As we all know, it

doesn't matter how much equipment you have if you don't have the personnel to staff them and Staffing is not a qualified TIF expense.

Since 2010 the Fire District has seen a 35% increase in call volume. This is during a post-recession time where we have seen minimal development and the call volume increased nearly 350 calls annually. Future development without the associated real estate tax funding will hinder the district from providing the proper emergency services.

We have also been told that by expanding the current TIF district it will allow the two TIFs to be contiguous and therefor allow for the inter-use of funds between the two districts. Currently TIF 2 has a negative balance of approximately \$133,000. This was due to the funds being used to purchase property on Heartland Drive that is not within the TIF District. It was to allow for access to the property behind Heartland, also not within the TIF District, for possible development as it would ease the concerns of the public for increased traffic on Harter Road. In a Board report issued in November of 2018 concerning the ordinance authorizing the purchase of the property it stated that the property being purchased by the Village and the adjacent parcel behind it would be incorporated into the TIF once it is annexed into the Village. If that is the case, then why the need for the Joint Review Board approval? Why the need for this public hearing? It would appear that the decision was made to expand the District, without any input from the taxpayers or other effected government entities, back in November of 2018.

We understand the Villages desire to expand development but at what cost? The Sugar Grove Ace Hardware and Pet Supply, The Sugar Grove Senior Living Center, Autozone, Culvers, Dunkin Donuts, Grove Stop BP Station, Prairie Point Assisted Living Center and the Chelsea Commons

Senior Living all found Sugar Grove an attractive place to build without the need to be within a TIF District. There has been no new construction in either TIF 1 or TIF 2 since their creation.

The Fire District asks the Trustees to carefully consider this expansion and the effect that TIF Districts have on our Fire District. We implore the Trustees to not create any new or allow the expansion of any current TIF Districts otherwise before we know it, every parcel of vacant land within the Village of Sugar Grove will be in a TIF District.



TIF INTERESTED PARTIES REGISTRATION FORM

Please indicate which Interested Parties Registry you wish to be included (select one):

- ☐ **Sugar Grove Industrial** Tax Increment Financing (TIF #1)
- ☐ **Northeast Airport** Tax Increment Financing (TIF #2)

REGISTRATION FOR INDIVIDUALS: Complete **Part A** of this form. Please attach a photocopy of one of the following (driver's License, lease, utility bill, financial statement, or such other evidence as may be suitable to establish your current residency) to this form.

REGISTRATION FOR ORGANIZATIONS: If your organization is active in the Village of Sugar Grove and would like to register on the Interested Parties Registry, please complete **Part B** of this form. Please attach a one-page statement which describes the organization's current operations in the municipality to this form. (Note: existing organizational documents that provide this information will also be accepted)

PART A: REGISTRATION FOR INDIVIDUALS (Please Print)

Name _____

Street Address _____

Zip Code _____ Home Telephone _____

E-Mail: _____

PART B: REGISTRATION FOR ORGANIZATIONS (Please Print)

Name _____

Street Address _____

Zip Code _____ Home Telephone _____

E-Mail: _____

Please return this form to: **TIF Interested Parties Registry**
Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

Ordinance No. 20191119A

**An Ordinance to Set the Date for a Public Hearing in Connection with Proposed
Amendment to the Redevelopment Plan for, and the Proposed Addition of Additional
Properties to, the Village of Sugar Grove Northeast Airport TIF #2 Redevelopment
Project Area**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 19th day of November, 2019.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 19th day of November, 2019.

Ordinance No. 20191119A

An Ordinance to Set the Date for a Public Hearing in Connection with Proposed Amendment to the Redevelopment Plan for, and the Proposed Addition of Additional Properties to, the Village of Sugar Grove Northeast Airport TIF #2 Redevelopment Project Area

WHEREAS, pursuant to a series of ordinances (Ordinance Nos. 2015-05-05-A, 2015-0505-B, and 2015-0505-C), adopted May 5, 2015 (the **"TIF Ordinances"**) in connection with the Sugar Grove Northeast Airport TIF #2 Redevelopment Project Area (the **"Redevelopment Project Area"**), the Mayor and Village Council (the **"Corporate Authorities"**) of the Village of Sugar Grove, Kane County, Illinois (the **"Municipality"**) adopted the Tax Increment Financing Redevelopment Plan (the **"Redevelopment Plan"**) and related projects (the **"Redevelopment Projects"**), designated the Redevelopment Project Area and authorized tax increment finance (**"TIF"**) under the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the **"Act"**); and

WHEREAS, the Corporate Authorities of the Municipality have determined that it is advisable for the Municipality to amend the Redevelopment Plan, which such amendment (the **"Amendment"**) includes, adding additional parcels of property to the Redevelopment Project Area, (the **"Amended Redevelopment Plan"**), in accordance with the applicable provisions of Section 11-74.4-5(c) of the TIF Act; and

WHEREAS, the Act requires the Municipality to conduct a public hearing prior to the adoption of an ordinance or ordinances approving the proposed Amendment, at which public hearing any interested person or any affected taxing district may file written objections with the Village Clerk of the Municipality and may be heard orally with respect to the proposed approval of the proposed approval of the proposed Amendment; and

WHEREAS, the Act requires that certain notices of the availability of the proposed Redevelopment Plan and of such public hearing be given by publication and by mailing; and

WHEREAS, the Act further requires that the Municipality convene a joint review board consisting of a representative designated by each community college district, local elementary school district and high school district, park district, library district, township, fire protection district, and county that will have the authority to directly levy taxes on the property within the proposed Redevelopment Project Area at the time the Amendment is to be approved, including a representative designated by the Municipality and a public member, for the purpose of reviewing the public record, planning documents and proposed ordinances approving the Amendment proposed to be adopted by the Municipality.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS, as follows:

Section 1. Findings. The Corporate Authorities hereby find, determine and declare as follows:

A. that the matters hereinabove set forth in the preambles and recitals to this Ordinance are true, correct and complete and are hereby incorporated herein by this reference thereto;

B. that the proposed Amendment is necessary and proper public purposes in order to promote and protect the health, safety, morals and welfare of the public and thereby eradicate blighted conditions, institute conservation measures, undertake the further redevelopment of the proposed Redevelopment Project Area, remove and alleviate adverse conditions and encourage private investment and enhance the tax base of the various taxing districts; and

C. that the addition of the additional parcels of property to the Redevelopment Project Area, as proposed and identified in Exhibit A of this Ordinance below, meets the requirements of a "redevelopment project area" as defined in the Act, except for the subsequent approval and certification thereof by an ordinance or ordinances adopted by the Corporate Authorities of the Municipality under and pursuant to the Act.

Section 2. Proposed Establishment of Redevelopment Project Area. The amended boundaries of the proposed Redevelopment Project Area, including the addition of the additional properties thereto, shall be substantially as more particularly described in the attached Boundary Description (Exhibit A).

Section 3. Public Hearing. Under and pursuant to the requirements of the Act, the Corporate Authorities of the Municipality shall hold a public hearing on the proposed Amendment. The time, date and place of such public hearing is hereby fixed to be at **5:30 p.m. on Tuesday, January 7, 2020**, at the Village Hall, 10 S. Municipal Drive, Sugar Grove, Illinois.

Section 4. Notices of Public Hearing. The appropriate officers, employees and agents of the Municipality are hereby ordered and directed to give or cause to be given notice of such public hearing by publication at least twice and by certified mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Amended Redevelopment Project Area, to all taxing districts that have taxable property included within the proposed Amended Redevelopment Project Area and to the Illinois Department of Commerce and Economic Opportunity ("**DCEO**"), each such notice to include such information and be given at such times and in such manner as may be specified under and pursuant to the applicable provisions of the Act.

Section 5. Public Inspection of Eligibility Study and Proposed Redevelopment Plan. The proposed Amended Redevelopment Plan was placed on file with the Village Clerk on November 6, 2019, and such document has been and shall continue to be made available for public inspection since at least ten (10) days prior to the adoption of this Ordinance. The appropriate officers, employees and agents of the Municipality are hereby ordered and directed to: (i) publish notice in a newspaper of general circulation within the Municipality that interested persons may register with the Municipality in order to receive information on the proposed approval of the proposed Amendment; (ii) send by certified mail within a reasonable time after the adoption of this Ordinance a copy of the proposed Amendment, along with the name of the person to contact for further information, to each affected taxing district and DCEO; and (iii) give or cause to be given notice of the availability of the proposed Amendment, including how to obtain this information, by mail within a reasonable time after the adoption of this Ordinance to all

residential addresses that, after a good faith effort, are determined to be located within 750 feet of the boundaries of the proposed Amended Boundaries of the Redevelopment Project Area.

Section 6. Joint Review Board. A joint review board as specified in the Act shall be convened by the Municipality and such joint review board shall meet, review the public record, planning documents and proposed ordinance approving the Amendment and submit any recommendation or report on the proposed approval of the Amendment within thirty (30) days after the convening of such joint review board. The first meeting of such joint review board shall be held at least 14 but not more than 28 days after the mailing of notice by the Municipality to each of the taxing districts as specified under and pursuant to the Act at the Village Hall, 10 S. Municipal Drive, Sugar Grove, Illinois. The Mayor of the Municipality, or his designee, shall be the representative of the Municipality on such joint review board.

Section 7. Effective Date. This Ordinance shall become effective upon its passage and approval as required by law.

This ordinance is hereby passed by the affirmative vote of a majority of the members of the Corporate Authorities of the Village of Sugar Grove, Illinois, at a regular meeting of the Corporate Authorities on the 19th day of November, 2019, upon a roll call vote as follows:



P. Sean Michels
President of the Board of Trustees
of the Village of Sugar Grove, Kane
County, Illinois

ATTEST:



Cynthia L. Galbreath
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Jen Konen	☒	☐	☐	☐
Trustee Sean Herron	☒	☐	☐	☐
Trustee Ted Koch	☒	☐	☐	☐
Trustee Heidi Lendi	☒	☐	☐	☐
Trustee Rick Montalto	☒	☐	☐	☐
Trustee Ryan Walter	☒	☐	☐	☐
Village President P. Sean Michels	☒	☐	☐	☐



Exhibit A

Boundary Description

THAT PART OF SECTIONS 7, 8, 16, 17, 19, 20 and 21 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF THE KANELAND SUBDIVISION; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID KANELAND SUBDIVISION AND NORTHERLY EXTENSION OF SAID EASTERLY LINE, TO THE NORTH LINE OF HARTER ROAD; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF ROUTE 47; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWEST LINE OF A PARCEL OF LAND HAVING A P.I.N. OF 14-08-200-016; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO SOUTHWEST LINE OF SAID PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID PARCEL TO THE WESTERLY LINE OF ROUTE 47; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE NORTHWEST LINE OF THE SUGAR GROVE RESEARCH PARK; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO THE NORTHEAST LINE OF LOT 18 IN SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE AND SAID LINE EXTENDED SOUTHEASTERLY TO THE EAST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 18; THENCE WESTERLY, ON SAID EASTERLY EXTENSION AND ON SAID SOUTH LINE, TO THE WEST LINE OF SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT 20 IN THE SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20 TO THE NORTHWEST CORNER OF LOT 21 IN THE SUGAR GROVE RESEARCH PARK; THENCE SOUTH ALONG THE WEST LINE OF THE SUGAR GROVE RESEARCH PARK TO THE NORTH LINE OF LOT 29 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 29 TO THE WEST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND ON THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF WHEELER ROAD; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HILLSIDE COUNTY SUBDIVISION WEST, UNIT 2 EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF WINDSOR WEST, UNIT 1; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF WINDSOR WEST UNIT 2 TO THE NORTH LINE OF WIEDNER'S LEGACY SUBDIVISION; THENCE EAST, ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, TO THE WEST LINE OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED TO THE EAST LINE OF DIVISION DRIVE; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF GALENA BOULEVARD; THENCE EAST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF STATE ROUTE 47; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED, TO THE SOUTH LINE OF U.S. ROUTE 30 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE EXTENDED AND THE SOUTH LINE OF SAID U.S. ROUTE 30 TO THE EAST LINE OF LOT 235 IN SUGAR CREEK SUBDIVISION, UNIT 1, PHASE 2; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED TO THE SOUTH LINE OF BASTIAN DRIVE; THENCE WEST ALONG SAID SOUTH LINE TO THE

NORTHEAST CORNER OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE SOUTH ALONG THE EAST LINES OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE EAST LINE OF MUNICIPAL DRIVE; THENCE NORTHWESTERLY, PERPENDICULAR TO SAID EAST LINE, TO THE WEST LINE OF SAID MUNICIPAL DRIVE; THENCE NORTHERLY, ON SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 1 IN SUGAR GROVE LIBRARY RESUBDIVISION; THENCE WESTERLY, ON THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF LOT 27 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID LOT 27 TO THE SOUTH LINE OF PARCEL 2 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF INDIGO DRIVE; THENCE WESTERLY TO THE NORTH CORNER OF LOT 105 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE EASTERLY LINE OF PARCEL 1 IN PRAIRIE GLEN SUBDIVISION UNIT 1 TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, ON THE NORTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, TO THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-041; THENCE NORTHERLY, ON SAID WEST LINE, TO THE SOUTH LINE OF SAID U.S. 30; THENCE NORTHERLY TO THE INTERSECTION OF THE NORTH LINE OF SAID U.S. 30 WITH THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-030; THENCE NORTHERLY, ON SAID WEST LINE, 456 FEET MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 19; THENCE EASTERLY, ON SAID NORTH LINE, TO THE EAST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-200-015; THENCE SOUTHERLY, ON SAID EAST LINE, TO THE NORTH LINE OF SAID U.S. 30; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF MUNICIPAL DRIVE. THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTHERLY 550.00 FEET OF THE NORTH HALF OF SAID SECTION 17; THENCE WESTERLY ALONG SAID NORTH LINE TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, THAT IS 950.00 FEET EASTERLY OF (MEASURED ALONG THE NORTH LINE OF SAID SECTION 17) THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF THE WEST 950.00 FEET OF SAID SECTION 8, TO THE NORTH LINE OF THE SOUTH 370.00 FEET OF SAID SECTION 8; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 17 TO THE SOUTH LINE OF WHEELER ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID WHEELER ROAD TO THE WEST LINE OF ESKER DRIVE EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED SOUTH AND THE WEST LINE OF SAID ESKER DRIVE TO WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 109 IN PRAIRIE GLEN SUBDIVISION UNIT 1.

VILLAGE PRESIDENT

Jennifer Konen

VILLAGE Administrator

Scott Koeppel

VILLAGE CLERK

Tracey R. Conti



VILLAGE TRUSTEES

Matthew Bonnie

Sean Herron

Heidi Lendi

Michael Schomas

Sean Michels

James F. White

ATTACHMENT B

INDUSTRIAL TIF DISTRICT #2

FISCAL YEAR 2023 - 2024 ANNUAL REPORT

Village of Sugar Grove, Illinois

Kane County

Certification of the Chief Executive Officer of the municipality that the municipality has complied with all the requirements of this Act during the preceding fiscal year.

I, Scott Koeppel, the duly appointed Chief Executive Officer of the Village of Sugar Grove, County of Kane, State of Illinois, do hereby certify that to the best of my knowledge the Village of Sugar Grove has complied with all requirements pertaining to the Illinois Tax Increment Allocation Act during the past municipal fiscal year (May 1, 2023 – April 30, 2024).


Scott Koeppel
Village Administrator

10/2/24
Date



Ottosen DiNolfo
Hasenbalg & Castaldo, Ltd.

1804 North Naper Boulevard, Suite 350, Naperville, IL 60563

Phone 630.682.0085 • Fax 630.682.0788 • www.ottosenlaw.com

Kathleen Field Orr

Direct 708-267-6244
kfo@ottosenlaw.com

October 4, 2024

Susana A. Mendoza, State Comptroller
State of Illinois Building
100 West Randolph Street
Suite 15-500
Chicago, Illinois 60601

Dear Ms. Mendoza,

I have acted as Special Counsel for the Village of Sugar Grove, Kane County, Illinois (the "Village") in connection with the administration of the Industrial Redevelopment Project Area #2.

I have reviewed all of the information provided to me by the Village's Finance Director, and to the best of my knowledge and belief find that the Village has conformed with all of the applicable provisions of the *Tax Increment Allocation Redevelopment Act*, 60 ILCS 5/11-74.4-1, *et seq.*, for the fiscal year ending April 30, 2024.

Very truly yours,

OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.

Kathleen Field Orr

ATTACHMENT C

VILLAGE PRESIDENT

Jennifer Konen

VILLAGE Administrator

Scott Koeppel

VILLAGE CLERK

Tracey R. Conti



VILLAGE TRUSTEES

Matthew Bonnie

Sean Herron

Heidi Lendi

Michael Schomas

Sean Michels

James F. White

ATTACHMENT D

**INDUSTRIAL TIF DISTRICT #2
FISCAL YEAR 2023 - 2024 ANNUAL REPORT
Village of Sugar Grove, Illinois
Kane County**

Activities undertaken in redevelopment project area:

Fiscal Year 2018-2019

- The Village of Sugar Grove contracted with HR Green, Inc. to complete a Traffic Study at the request of National Shopping Plazas who own the land on the southwest corner of IL-47 and Galena Blvd. The Traffic Study was conducted at the request of NSP to try to gain full access from IL-47 into their property, where there currently is no access.
- The Village of Sugar Grove passed a resolution for future TIF expenses for TIF #2. This was done to purchase Lot 18 on Heartland Drive to provide future access to a parcel of land that is in the process of being annexed to the Village. In that process, the Village is also amending the current TIF 2 boundaries to include the newly purchased Lot 18 as well as the land that is being annexed to the Village.

Fiscal Year 2019-2020

- The Boundaries of TIF 2 were extended to be contiguous to TIF 1, during the process there were parcels removed from TIF 1.

Fiscal Year 2021-2022

- The Village did some investigation into the cost to bury overhead Utility Lines that go across Route 47, which included engineering costs.
- The Village Board declared a \$150,000 surplus in the TIF, distributed back to the Taxing Districts.

Fiscal Year 2022-2023

- The Village entered into a Redevelopment Agreement with Prairie Grove Commons for the development of the corner of IL-47 and Galena Blvd. The project has not moved forward due to the developer.

VILLAGE PRESIDENT

Jennifer Konen

VILLAGE Administrator

Scott Koeppel

VILLAGE CLERK

Tracey R. Conti



VILLAGE TRUSTEES

Matthew Bonnie

Sean Herron

Heidi Lendi

Michael Schomas

Sean Michels

James F. White

Fiscal Year 2023-2024

- The Village Board declared a \$50,000 surplus in the TIF, distributed back to the Taxing Districts.

PREPARED BY / RETURN TO:

WALTER MAGDZIARZ
VILLAGE OF SUGAR GROVE

601 HEARTLAND DRIVE
SUGAR GROVE, IL 60554

pd



2023K000983

Sandy Wegman

RECORDER - KANE COUNTY, IL

RECORDED: 1/10/2023 02:15 PM

REC FEE: 52.00

PAGES: 53

Attachment E



VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS

ORDINANCE NO. 2022-1101C

**AN ORDINANCE AUTHORIZING EXECUTION OF A
TAX INCREMENT FINANCE DISTRICT REDEVELOPMENT AGREEMENT
(PRAIRIE GROVE COMMONS)**

Adopted by the Board of Trustees and President of the Village of Sugar Grove
this 1st day of November 2022

Published in pamphlet form by authority of the Board of Trustees of the Village of Sugar Grove
this 1st day of November 2022

VILLAGE OF SUGAR GROVE

ORDINANCE NO. 2022-1101C

**AN ORDINANCE AUTHORIZING EXECUTION OF AN
TAX INCREMENT FINANCE DISTRICT REDEVELOPMENT AGREEMENT
(PRAIRIE GROVE COMMONS)**

WHEREAS, the Village of Sugar Grove is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-8 *et seq.*; and,

WHEREAS, by Ordinance No. 2015-0505A adopted by the President and Board of Trustees (the “corporate authorities”) of the Village of Sugar Grove, Kane County, Illinois (the “Village”) on May 5, 2015, a Tax Increment and Financing Redevelopment Project and Plan (hereinafter the “Redevelopment Plan”) was approved, which Redevelopment Plan covered an area of approximately 36.69 acres, more or less, commonly known as Prairie Grove Commons (the “Subject Property”); and

WHEREAS, by Ordinance No. 2015-0505B and No. 2015-0505C, respectively, adopted by the Corporate Authorities on May 5, 2015, the Village designated the Subject Property as a “redevelopment project area” and adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4-1 *et seq.*) (hereinafter referred to as the “Act”); and,

WHEREAS, Pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “Code”), as from time to time amended, the Corporate Authorities are empowered to enter into economic incentive agreements or redevelopment agreements relating to the development or redevelopment of land within the Village’s corporate limits; and,

WHEREAS, SDP Sugar Grove, LLC (the “Developer is the owner of the Subject Property and intends to; and,

WHEREAS, the Developer has demonstrated to the Village that it has knowledge, experience and expertise in the development, marketing and management of commercial property; however, in the case of the Subject Property, it has advised the Village that due to the extraordinary cost required to develop the Subject Property and comply with Village’s requirements including extensive off-site utility construction, transportation improvements, and site preparation, the Developer is unable to proceed with the redevelopment of the Subject Property without financial assistance from the Village; and,

WHEREAS, the Village recognizes that the redevelopment of the Subject Property is of vital importance to the Village given its strategic location at a prime intersection in the Village and therefore is prepared to utilize the economic incentives available pursuant to the Act in order to induce the Developer to incur extraordinary costs to create a commercial development to serve the community, to provide job opportunities and increase its tax base.

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

SECTION ONE: REDEVELOPMENT AGREEMENT

That the Redevelopment Agreement for Prairie Grove Commons, Sugar Grove Illinois, attached hereto as Exhibit A be and it is hereby approved and the Village President and Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the Village of Sugar Grove.

SECTION TWO: IMPLEMENTATION

That the Village President and Clerk are hereby authorized and directed to undertake any and all actions as may be required to implement the terms of said Agreement.

SECTION THREE: GENERAL PROVISIONS

REPEALER: All ordinances or portions thereof in conflict with this annexation ordinance are hereby repealed.

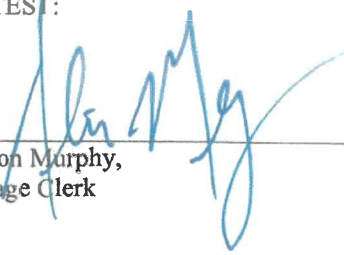
SEVERABILITY: Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this ordinance.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 1st day of November 2022.

ATTEST:


Jennifer Kenen,
President of the Board of Trustees


Alison Murphy,
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	☒	☐	☐	☐
Trustee Sean Herron	☒	☐	☐	☐
Trustee Heidi Lendi	☒	☐	☐	☐
Trustee Michael Schomas	☒	☐	☐	☐
Trustee Ryan Walter	☒	☐	☐	☐
Trustee James White	☒	☐	☐	☐



Exhibit A

TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT

by and between

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
and
SDP SUGAR GROVE, LLC., a limited liability company

SUGAR GROVE TIF #2 DISTRICT

November 1, 2022

**TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT
ROUTE 47 COMMERCIAL DEVELOPMENT
SDP SUGAR GROVE, LLC**

This Tax Increment Financing Redevelopment Agreement (hereinafter referred to as "Agreement") is made and entered into as of November 1, 2022 ("Effective Date"), by and between the VILLAGE OF SUGAR GROVE, ILLINOIS, an Illinois municipal corporation, and SDP SUGAR GROVE, LLC, an Illinois limited liability company.

RECITALS

- A. Developer is the owner of the Property depicted in Appendix A, and legally described in Exhibit 8.
- B. On May 5, 2015, in accordance with the TIF Act, the Village of Sugar Grove adopted Ordinance Nos. 2015-0505A, titled *An Ordinance Approving the Sugar Grove Northeast Airport Area Redevelopment Plan and Program*; 2015-0505B, titled *An Ordinance Designating the Sugar Grove Northeast Airport Area Tax Increment Finance #2*; and 2015-0505C, titled *An Ordinance Adopting Tax Increment Financing for the Sugar Grove Northeast Airport Area Tax Increment Finance District #2*, also known as the Sugar Grove Northeast Airport Area Tax Increment Finance #2 or the "Project Area."
- C. The Property is part of the Project Area.
- D. The TIF Act authorizes the Village to incentivize redevelopment within the Project Area in accordance with the conditions and requirements of the TIF Act.
- E. Between the Effective Date and through the term of this Agreement the Developer intends to perform all of the Work contemplated in this Agreement as part of Phase I of development of the Property and to develop Phase II at a later date.
- F. The Developer seeks reimbursement for the Eligible Redevelopment Project Costs they will incur in constructing Phase I.
- G. To incentivize and induce the Developer to construct and complete Phase I, which will then enable the Developer to market the Property for Phase II to be developed at a later date, the Village has agreed to reimburse Developer for the Eligible Redevelopment Project Costs, all in accordance with the terms and provisions of the TIF Act and this Agreement.
- H. The Corporate Authorities, after due and careful consideration, have concluded that incentivizing the Developer to undertake construction of the Redevelopment Project, or cause it to be undertaken pursuant to this Agreement will: i) eliminate certain factors and characteristics found on the Property that cause, in part, the Project Area to be a blighted area; ii) produce increased tax revenues for the Village and other taxing districts authorized to levy taxes within Project Area; and iii) otherwise serve the best interests of the Village.
- I. The Corporate Authorities, after due and careful consideration, have also concluded that, but

for the approval of this Agreement the Developer would not proceed with the Redevelopment Project without the use of tax increment financing assistance provided in this Agreement.

- J. The Village Board, after reviewing the Redevelopment Proposal submitted by the Developer, believes that the Redevelopment Project as set forth herein, and the performance of this Agreement, are in the best interests of the Village, and the health, safety, morals, and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.
- K. Capitalized terms in these recitals shall have the meaning given to them in Paragraph 1 of this Agreement.

AGREEMENT

In consideration of the above premises and the mutual obligations of the Parties, including the recitals hereof set forth which are incorporated herein by reference, the Parties hereto agree as follows:

1. Definitions As used in this Agreement, the following words and terms shall have the following meanings:

"Administration Fee(s)": a fee to be paid by the Developer to the Village for the creation and administration of this Agreement and all matters related to the context of this Agreement. The Administration Fee will be (1) an annual payment of an amount equal to **10%** of the Developer's Share approved by the Village for reimbursement during each year, **not to exceed \$500.00 per year**. All Administration Fees may be deducted from the Developer's Share until such time as the Administration Fees have been paid in full. Administration Fees may be waived at the discretion of the Village.

"Affiliate": Shall mean, with respect to any business entity, any other business entity directly or indirectly controlled (including at least 51% voting control) by or under direct or indirect common control with such business entity. A business entity shall be deemed to control another business entity if such controlling business entity possess solely, directly, or indirectly the power to direct, or cause the direction of, the management and policies of the second business entity whether through the ownership of voting securities, common directors, trustees, partnership interest or member interest.

"Agreement Term": The term of this Agreement shall commence on the Effective Date and end the earlier to occur of i) The expiration date of the Project Area which shall be December 31, 2038, or such later date to which the Village shall extend said expiration, ii) the date upon which all Parties have satisfied their obligations under this Agreement, or iii) the Village's election to terminate the Agreement for failure to commence or complete the Work as set forth in Paragraph 2.1 and Paragraph 17 below. The expiration of the Agreement Term will not bar any claim for an Event of Default under this Agreement that accrued prior to such expiration; nor shall it affect the Village's obligation to make payments due on Developer's Share in the year following such expiration upon the Village's receipt from the Kane County Treasurer of TIF Revenue for the final year of the Project Area.

"Annexation Agreement": collectively i) The Annexation Agreement governing the Property Dated January 21, 2010, and Recorded as Document No. 2010K005388 ("Original Annexation Agreement"); the Clarification Letter Agreement between the Village and the Developer's predecessor dated February 16, 2012 and recorded as Document No. 2012K014037 ("Clarification Letter"); and iii) the First Amendment to the Annexation Agreement to be adopted by the Village attached as Exhibit 6 to

this Agreement (“First Amendment”) which shall effect the Original Annexation Agreement and the Clarification Letter as set forth in such First Amendment.

“Construction Plans”: Plans, drawings, specifications and related documents, for the construction of the Work as shown on Exhibit 9, together with all supplements, amendments, or corrections, submitted by the Developer and approved by the Village Engineer and/or by the Illinois Department of Transportation, as the case may be.

“Corporate Authorities”: The President and Board of Trustees of the Village of Sugar Grove, Illinois.

“Developer”: SDP Sugar Grove, LLC, or a Person who has sought any rights or assumed any obligations with respect to the construction of Phase I or II of the Redevelopment Project, or a portion thereof, pursuant to either a Transferee Assumption Agreement or an amendment to this Agreement. Where the Developer is referred to in the singular in this Agreement it shall include the plural.

“Developer’s Share”: Means the percentage set forth on the following schedule of the annual TIF Revenue generated by the Property and received by the Village that shall be made available to reimburse the Developer for certain Eligible Redevelopment Project Costs incurred during the performance of the Work. Under no circumstances shall the Developer’s Share exceed the lesser of: (i) the percentage of Developer’s Share shown on the following schedule, (ii) the Eligible Project Costs expended by the Developer remaining to be paid during the year which such percentage applies, or (iii) the amount of the unreimbursed portion of the Reimbursement Limit.

CURRENT YEAR	YEAR ASSESSED	YEAR COLLECTED/ PAYMENT REIMBURSED	Payment Number	DEVELOPER'S SHARE
2023	2023	2024	1	80%
2024	2024	2025	2	80%
2025	2025	2026	3	80%
2026	2026	2027	4	75%
2027	2027	2028	5	75%
2028	2028	2029	6	75%
2029	2029	2030	7	70%
2030	2030	2031	8	70%
2031	2031	2032	9	70%
2032	2032	2033	10	65%
2033	2033	2034	11	65%
2034	2034	2035	12	65%
2035	2035	2036	13	60%
2036	2036	2037	14	60%
2037	2037	2038	15	60%
2038	2038	2039	16+*	60%*

*Only applicable in under special circumstances

The special circumstances referenced in the table above shall apply only in the event the expiration

of the Project Area is extended by the Village and the Developer has not reached the Reimbursement Limit. In such a case, the Developer shall be eligible to continue receiving annually 60% of the TIF Revenues until either the Developer's Reimbursement Limit is reached or the expiration of the extended term, whichever shall first occur.

The cumulative total payments made in accordance with the Developer's Share during the Agreement Term shall not exceed the Reimbursement Limit. In no instance shall the Village be required to pay more than appears in each respective "Project Cost Category" identified on Exhibit A (i.e., \$275,000.00 for the relocation of U.S. Route 30 ramp off IL-47, \$600,000.00 for the Permanent Sanitary Sewer Extension, up to \$300,000 toward the release of access control fee for IL-47, and \$65,000 for the costs of studies, etc.) until such time as the Work has been Substantially Complete. The parties agree that payment of Developer's Share will be paid by the Village as each item in the Project Cost Category identified in Exhibit A is Substantially Complete rather than when they all are Substantially Complete. At such time as Substantial Completion of the Work the Village shall review any additional expenses in a "Project Cost Category" over the estimated cost and shall allow for reimbursement of any Eligible Redevelopment Project Costs up to the Reimbursement Limit. In addition, the Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other "Project Cost Category." Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

The first payment of the Developer's Share will be calculated based on the TIF Revenues in the Special Allocation Fund after Substantial Completion of the Work, with the final payment being issued based on TIF Revenues assessed during the last year of the Agreement Term. Developer's Share shall be paid from the Special Allocation Fund. The Developer's Share may be subject to the deduction of an Administration Fee.

"Eligible Redevelopment Projects Costs": Any and all approved costs incurred in the construction of the Work and authorized pursuant to Section 11-74.4-3 of the TIF Act, and that qualify under Section 11-74.4-3 (q) as determined by the Village, in the Village's reasonable discretion. Such approved projects and estimated costs are attached hereto as **"Exhibit 1 – Eligible Redevelopment Project Costs"**. Costs incurred by the Developer which are not incurred in regard to such approved costs will not be eligible for reimbursement pursuant to this Agreement. The eligibility of any and all costs for reimbursement will be at the reasonable discretion of the Village. At the time of execution of this Agreement, the exact dollar figure of Eligible Redevelopment Project Costs is unknown. Actual Eligible Redevelopment Project Costs will have to be determined upon completion of the Work and submission of proof of costs incurred to be verified and accounted for by the Village. The total payment the Developer may receive in accordance with this Agreement will be limited by those approved actual Eligible Redevelopment Project Costs.

"Parties": Collectively the Developer and the Village

"Person": Any corporation, partnership, individual, joint venture, limited liability company, trust, estate, association, business, enterprise, proprietorship, government or any bureau, department, or

agency thereof, or other legal entity of any kind, either public or private, and any legal successor, agent, representative, authorized assign, or fiduciary acting on behalf of any of the above.

“Phase I”: The development of a portion of the Property as provided in the PUD Ordinance and more particularly described in Exhibit 4.

“Phase II”: The development of the remainder of the Property not Part of Phase I for any of the Uses and as more particularly described in Exhibit 4.

“Project Area”: A certain area of the Village of Sugar Grove known as the “Sugar Grove Northeast Airport Area Tax Increment Finance #2”, also known commonly as TIF District #2 as described and defined in Village Ordinance No. 2015-0505B.

“Property”: That property to be used by Developer as more generally defined as being located at the southwest corner of Route 47 and Galena Boulevard and the northwest corner of Galena Boulevard and Lot 7, in the Village of Sugar Grove, Illinois 60554 (Kane County PIN(s): 14-16-300-012 & 14-16-400-016) and as shown visually and legally described in the attached Appendix A – Project Location and Exhibit 8 – Legal Description.

“PUD Ordinance”: The following Village ordinance to be adopted by the Village immediately after execution of this Agreement and attached as Exhibit 7 granting certain preliminary and final site plan, engineering plan, perimeter landscape plan, signage plan, and other a approvals, special use permit approval, final subdivision plat approval, and certain deviations from the Village Zoning Ordinance and Subdivision Ordinance with respect to the Redevelopment Project, as such ordinance may be amended by the Village upon application as provided in the PUD Ordinance.

“Redevelopment Plan”: A plan adopted pursuant to *An Ordinance Approving the Sugar Grove Northeast Airport Area Redevelopment Plan and Program #2*, which was approved on May 5, 2015, pursuant to Ordinance No. 2015-0505A, and as may be from time to time amended.

“Redevelopment Project”: Those activities generally described in Exhibit 4.

“Redevelopment Project Costs”: The sum total of all reasonable or necessary costs actually incurred and paid in performing the Work and any such costs incidental to the Redevelopment Plan or Redevelopment Project, provided however, that Redevelopment Project Costs shall not include any internal costs of Developer and shall not include any amounts for overhead, margin, profit or the like in connection with goods or services supplied to Developer by any Affiliate of Developer, except to the extent that such items are commercially reasonable and competitive with similar charges in arms-length transactions.

“Redevelopment Proposal”: Those activities generally described in Exhibit 4.

“Reimbursement Limit”: The maximum amount of money the Developer may be reimbursed in accordance with this Agreement; that amount not to exceed a dollar figure equal to **100%** of the Eligible Redevelopment Project Costs verified by the Village to have been incurred during the performance of the Work required to complete Phase I by the Developer, or a total of **\$1,240,000, whichever is less**, plus simple interest of 3.5% calculated annually of the Eligible Redevelopment Costs that have not been reimbursed to Developer as part of the Developer’s Share.

In addition to the Eligible Redevelopment Costs subject to the Reimbursement Limit, the Village shall

equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 Village contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other "Project Cost Category." Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

"Requirements of Law": All applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules, and regulations, as well as judicial decisions and orders binding on the Parties or the Redevelopment Project

"Special Allocation Fund": The fund into which TIF Revenues are collected from the Project Area in accordance with the TIF Act and the TIF Ordinances.

"Substantial Completion": The term "Substantial Completion" shall apply only to the portion of the Work that shall be dedicated to public use. Substantial Completion shall not occur until the requirements of Section 12-4-6-D-6 of the Village Code have been met with regard to the Permanent Sanitary Sewer Extension. Substantial Completion for the relocation of the U.S. Route 30 on-ramp to IL-47 shall occur once it is open and available for use. Where weather conditions do not permit the installation of certain landscaping improvements or the laying of the surface course or final lift of asphalt pavement, the Village shall be permitted to retain enough of the Developer's Share to cover said costs. The Village shall not withhold its determination that Substantial Completion has been reached where the Developer has provided reasonable security for the completion of such portions of the Work that are delayed by such weather-related circumstances. For purposes of this Agreement, the terms "Substantially Complete" and "Substantially Completed" shall have the same meaning as "Substantial Completion."

"TIF Act": The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq.

"TIF District #2": TIF District #2 shall have the same definition as the Project Area.

"TIF Revenues": That portion of the ad valorem real estate taxes, if any, arising from the taxes levied upon the Property, which taxes are actually collected and paid to the Village, and deposited into the Special Allocation Fund and which are attributable to the increase in the equalized assessed valuation ("EAV") of the Property over and above the EAV of the Property during tax year 2021. The County Clerk of the County of Kane, Illinois has assessed the following EAVs for the Property:

PIN	Equalized Assessed Value for Tax Year 2022
14-16-300-012	\$16,302
14-16-400-016	\$6,444

All TIF Revenues shall be collected and disbursed pursuant and in accordance with the TIF Act, the TIF Ordinances and this Agreement, and which have been received by the Village on and after the establishment of TIF District #2.

"TIF Ordinances": The following Village ordinances adopted May 5, 2015:

1. Village of Sugar Grove Ordinance 2015-0505A entitled *An Ordinance Approving the Sugar*

Grove Northeast Airport Area Redevelopment Plan and Program #2,

2. Village of Sugar Grove Ordinance 2015-0505B-entitled *An Ordinance Designating the Sugar Grove Northeast Airport Area Tax Increment Finance District #2,*
3. Village of Sugar Grove Ordinance No. 2015-0505C entitled *An Ordinance Adopting Tax Increment Financing for the Sugar Grove Northeast Airport Area Tax Increment Finance District #2.*

"Uncontrollable Circumstances": Any of the following events and circumstances that materially change the costs or ability of a Party to carry out its obligations under this Agreement:

1. A change in the Requirements of Law;
2. Insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;
3. Epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather condition, or another similar act of God;
4. Governmental condemnation or taking; or
5. Strikes or labor disputes, other than those caused by the unlawful acts of one of the Developer or its partners or affiliated entities.
6. Governmental orders or directives due to the COVID-19 pandemic that require the construction of the Redevelopment Project to cease.

"Uses": Any of the permitted or special uses listed attached in Exhibit 5.

"Village": The Village of Sugar Grove, Kane County, Illinois

"Village Board": The Village Board of the Village of Sugar Grove, Illinois.

"Work": Shall mean the construction and installation of the following improvements, all as described and depicted in Exhibits 4 and 9 respectively:

1. The purchase of IL 47 access rights from the Illinois Department of Transportation (IDOT) and the relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting IDOT requirements as depicted on the Construction Plans.
2. The Permanent Sanitary Sewer Extension as depicted on the Construction Plans.
3. In addition, the Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other "Project Cost Category." Any

additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

"Zoning Approvals": All plat approvals, re-zoning or other zoning and ordinance changes, site plan approvals, conditional use permits, planned unit development approvals, or other subdivision, signage, zoning, or similar approvals required from the Village for the implementation of the Redevelopment Project and which are generally consistent with the Redevelopment Plan, this Agreement and all Requirements of Law, except as may be deviated, varied or modified by the Village pursuant to applicable provision of the Sugar Grove Municipal Code.

Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Redevelopment Plan.

2. Redevelopment Project. The Village and Developer agree to carry out the Redevelopment Project in accordance with the PUD Ordinance, Annexation Agreement, any future Zoning Approvals, and this Agreement.

2.1 Developer Undertakings.

- a) The Developer agrees, subject to the terms and conditions in this Agreement, the Annexation Agreement, and the PUD Ordinance to undertake the Work, as more specifically set forth on Exhibit 4.
- b) The Developer agrees that all Work and construction phases will be performed in accordance with all Requirements of Law that may pertain to the development of the Property, except as modified in any Annexation Agreement for the Property or the PUD Ordinance.
- c) The Developer agrees that all Work is required to comply with regulations regarding the Americans With Disabilities Act of 1990 (ADA).
- d) The Work shall commence no more than 180 days after receipt of all required permits from the Village and all other government bodies and agencies, including but not limited to Kane County and IDOT, with Substantial Completion of the Phase I Work to be achieved within eighteen (18) months after the Phase I Work has commenced unless performance of the Work is delayed by Uncontrollable Circumstances, in which case the time for Substantial Completion shall be extended for the period during which the Uncontrollable Circumstances prevail.

There shall be no time limits to construct Phase II.

- e) Nothing in this Agreement will be deemed or construed to obligate the Developer to proceed with the construction of the Redevelopment Project or any of the Work. However, if the Work is not commenced or completed within the times set forth in Paragraph 2.1(d) above, and the Developer fails to so commence or complete the Work within 30 days after receiving written demand from the Village to cure such failure, the Village may elect to terminate this Agreement without any further obligation to the Developer, provided, however, if upon due notice the Developer proceeds with due diligence and Uncontrollable Circumstances prevent fulfilment of its obligations, the 30 day period will be extended for such time as is reasonably necessary for Developer to meet its obligations herein as more specifically set forth in Section 21 hereof.

- f) Developer's obligations under this Agreement are limited to the Work described in this Agreement. The Village acknowledges that all of the Work on the Property shall be performed as part of Phase I. Developer intends to sell or lease the portion of the Property consisting of Phase I either before or after the Work is performed in a "pad ready" condition to persons who shall develop their individual lot for their business ("End Users"). These End Users shall be responsible for all other improvements to open their business on their individual lot. Further, Developer shall not directly sell any portion of the Property to an End User that at the time of purchase asserts a tax-exempt status for its portion of the property purchased.

2.2 Village Undertaking. The Village agrees, subject to the terms and conditions hereof, to use diligent efforts to expeditiously consider all Zoning Approvals necessary to commence and complete the Redevelopment Project so long as the application and documentation of such Zoning Approval Requests are in general compliance with the Redevelopment Plan and Requirements of Law, except as modified or deviated in the Annexation Agreement, the PUD Ordinance, or any future Zoning Approvals for the Property. The Annexation Agreement, the PUD Ordinance, and this Agreement shall all be approved at the same meeting of the Village Board.

3. Acceptance of Proposal/Developer Selection. The Village hereby accepts the Redevelopment Proposal, as amended hereby for the Agreement Term, and selects the Developer exclusively to perform the Work as outlined herein, in accordance with the terms of this Agreement. In the event of any conflict between the Redevelopment Proposal or Redevelopment Plan and the terms of this Agreement, the terms of this Agreement shall control.

4. Plans and Approvals.

4.1 Changes. During the progress of the Work the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which this Work is to be performed, expansion or deletion of items, and any and all such other changes as site conditions or orderly development may dictate and as may be in substantial conformance with the Redevelopment Plan and this Agreement, provided that the Developer shall first obtain the consent of the Village, which consent shall not be unreasonably withheld or delayed, before the Developer makes any such changes.

4.2 Zoning Approvals. The Village agrees to cooperate with the Developer and to expeditiously process and timely consider all applications for the Zoning Approvals which are in substantial conformance with the Redevelopment Plan, the Annexation Agreement, the PUD Ordinance (as applicable to the portion of the Property referenced in the PUD Ordinance) and this Agreement in accordance with the Requirements of Law (except that with respect to the Village's Zoning Ordinances, Subdivision Ordinance or any other Village Code or ordinance, such applications may contain such nonconformance, deviations, modifications, or variance as are determined by the Village to be necessary to develop the Property) and to take all further actions relating to Zoning Approvals (after processing in accordance with Requirements of Law) as are consistent with the Redevelopment Plan, the Annexation Agreement, the PUD Ordinance and this Agreement.

5. Payment of the Developer's Share

5.1 Requests for Payment of the Developer's Share. The Developer shall submit Requests for Payment of the Developer's Share ("Requests") in substantially the same form as set forth in Exhibit 2 - Request for Reimbursement on or before December 31st (each a "Payment Date") of any given year during the Agreement Term in order to be eligible to receive payment of the Developer's Share during that year. All Requests shall be accompanied by invoices, statements, vouchers, or bills for the amount requested (including evidence of payment thereof as to any amounts for which payment or reimbursement is requested and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts for which reimbursement is requested.) The Developer must also show proof that all Real Estate Property Taxes attributable to the Property Developer owns are paid in full. Payment of the Developer's Share, at the discretion of the Village, may be forfeited for any year in which appropriate requests for payment, including all applicable documents and proof of payment, are not supplied by December 31st. Forfeited payments will not count towards the applicable Reimbursement Limit, and will not be recoverable in future years. The acquisition, production, and submission of all necessary documents and information required to effectuate payment of the Developer's Share will be the sole responsibility of the Developer.

5.2 Village's Determination of Payment of the Developer's Share. The Village shall approve or disapprove with such approval not to be unreasonably withheld, any Request within 30 days of the submittal thereof. If the Village disapproves any Request or any portion thereof, it shall state in writing the reasons therefore and provide the Developer a reasonable opportunity to clarify, supplement, or correct the Request.

5.3 Payment of the Developer's Share. Within 30 days of receipt and deposit of the Property's TIF Revenues into the Village's Special Allocation Fund, the Village shall pay the Developer the annually approved payments pursuant to the Developer's Share to the extent TIF Revenues are available in the Special Allocation Fund. Such payment shall continue until such time as the earlier of the following: (i) the Reimbursement Limit or Agreement Term is reached; (ii) the date the Project Area expires or is otherwise terminated in accordance with the TIF Act of TIF Ordinances; (iii) Subject to Uncontrollable Circumstances, and the expiration of the notice and Cure Period as provided in Section 21 the Developer has failed to meet to the deadlines for the start or Substantial Completion of the Work, as outlined within section 2.1(d), and no extensions have been granted. If the Developer requests reimbursement of Developer's Share, and if the Village authorizes the distribution of such funds in an amount greater than the then-existing balance of the TIF Revenues in the Special Allocation Fund, the Village shall distribute any approved but undistributed Developer's Share to Developer on the next Payment Date, or a Payment Date thereafter, provided that the Village has received and deposited additional TIF Revenues into the Special Allocation Fund, in an amount sufficient to cover all of a part of said authorized but undistributed Developer's Share.

5.4 Reimbursements Limited to Eligible Redevelopment Projects Cost. Nothing in this Agreement shall obligate the Village to pay or to reimburse the Developer for any costs that are not Eligible Redevelopment Project Costs as determined by the Village. The Developer shall, at the Village's request, provide itemized invoices, receipts or other information, if any, requested by the Village to confirm that any such costs are so incurred and do so qualify.

5.5 Village's Obligations Limited to TIF Revenues in Special Allocation Fund.

Notwithstanding any other term or provision of this Agreement, the Village's obligations pursuant to this Agreement are limited to the TIF Revenues and from no other source, up to the Reimbursement Limit, should the Work be Substantially Completed. This Agreement does not compel the Village's General Fund, or any other source of funds, to provide monies for any amount or obligation identified herein. The Village's obligation to pay the Developer's Share and any other incentives to be provided under this Agreement is a limited obligation payable solely from the TIF Revenues deposited in the Special Allocation Fund and shall not be a general obligation of the Village or secured by the full faith and credit of the Village. Insufficiency of the TIF Revenues to pay the Developer's Share when due shall not be an event of default thereon, and no holder of the right to receive any incentive shall have any recourse whatsoever against the Village in the event that there are insufficient TIF Revenues.

5.6 Pledge of Developer's Share. The Developer may pledge payment of the Developer's Share, subject to the terms and conditions of this Agreement, to secure its loan for development and construction of the Redevelopment Project.

6. Notices Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched i) by certified United States First Class Mail, postage prepaid; delivered personally; or by a nationally recognized overnight delivery service with signature required for delivery confirmation

1) In the case of the Developer, to:
SDP Sugar Grove, LLC
Attn: Mr. Patrick F. Daly
2803 Butterfield Rd., Ste 300
Oak Brook, Illinois 60523

2) In the case of the Village, to:
Village of Sugar Grove
Attn: TIF Administrator
10 S. Municipal Drive
Sugar Grove, Illinois 60554

With a copy to:

Mickey, Wilson, Weiler, Renzi, Lenert & Julien,
P.C.
Attn: Laura Julien, Village Attorney
140 S. Municipal Drive
Sugar Grove, Illinois 60554

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

7. Conflict of Interest. The Parties agree to abide by all Requirements of Law relating to conflict of interest. Additionally, but not in limitation of the foregoing, no member of the Village Board or any branch of government of the Village who has any power of review or approval of any of the undertakings contemplated herein shall participate in any decisions relating thereto which affect his or her personal interests or the interests of any corporation, partnership, or other entity in which he or she is directly or indirectly interested. Any member, official, employee or agent of the Village now having or subsequently acquiring any personal interest, direct or indirect, or now having or subsequently acquiring any interest in any corporation, partnership or association which has any interest in the Project Area or the Redevelopment Project, or in any contract or proposed contract in connection with the redevelopment, rehabilitation or financing of the Project Area or the

Redevelopment Project, shall immediately disclose in writing to the Village Board the nature of such interest and seek a determination with respect to such interest by the Village Board and in the meantime shall not participate in or attempt to influence any actions or discussions relating to the Project Area.

8. Maintenance of Redevelopment Area. Until Substantial Completion has been reached, the Developer shall maintain or cause to be maintained all of the Work and the Developer's Portion of the Redevelopment Project within its control in accordance with all federal, state and local laws, regulations, codes and ordinances.

9. Representative Not Personally Liable. No official, agent, employee, or representative of the Village shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

10. Release and Indemnification.

- a) Developer covenants and agrees that the Village and its governing body members, officers, agents, servants and employees ("Indemnified Parties") shall not be liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Work, during the performance of the Work. The foregoing indemnification obligations shall not extend to claims which are alleged to have arisen out of the Village's own negligence or willful misconduct or the negligence or willful conduct of one or more of the Village Indemnified Parties.
- b) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or any of its Affiliates or its officers, agents, servants or employees or any other person who may be about the Property due to any act of negligence of any person except to the extent that such liability is covered by and payable under applicable liability insurance.
- c) All covenants, stipulations, promises, agreements, and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Village and not of any of its governing body members, officers, agents, servants, or employees in their individual capacities. No official, employee, agent, or representative of the Village shall be personally liable to the Developer or any of its Affiliates in the event of a default or breach by any Party under this Agreement.
- d) Notwithstanding anything herein to the contrary, the Village shall not be liable to the Developer or any of its Affiliates for damages arising in any way from this Agreement, or any other obligation or agreement made in connection therewith or from any breach thereof, or arising from a declaration by a final judgment by a court of competent jurisdiction that all or any portion of the TIF Act is unconstitutional or that any ordinance of the Village adopted in connection with the Redevelopment Proposal, Redevelopment Plan or the TIF Act is invalid or unconstitutional in whole or in part; provided that nothing in this Section shall limit claims by Developer or any of its Affiliates against the Special Allocation Fund or actions by Developer seeking specific performance of relevant contracts, the Annexation Agreement, the PUD Ordinance, or any future Zoning Approvals.

- e) The Developer agrees to indemnify and hold the Indemnified Parties harmless from, and against any and all suits, claims, damages, liabilities and costs and attorney's fees (a "claim"), resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, redevelopment and construction of the Work prior to the any of the Work being Substantially Completed. The foregoing indemnification obligations shall not extend to claims which are alleged to have arisen out of the Village's own negligence or willful misconduct or the negligence or willful misconduct of one or more of the Indemnified Parties.

11. Nondiscrimination. Developer and Village shall comply with Requirements of Law regarding equal employment, nondiscrimination, affirmative action, and prevailing wages.

12. Representation of the Village. The Village represents and warrants that:

- a) Organization and Authority. The Village (i) is an Illinois municipal corporation, and (ii) has full corporate power to execute and deliver and perform the terms and obligations of this Agreement. The Village has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid, and binding obligation of the Village, enforceable in accordance with its terms.
- b) No Defaults or Violations of Law. The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of, or constitute a default under any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Village is a party of by which it is bound or the Village's charter, or any of the rules or regulations applicable to the Village. To the best of the Village's knowledge, there are no proceedings pending against or affecting the Village in any court or before any governmental authority that involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement

13. Representations of the Developer. The Developer represents and warrants that:

- a) Organization and Authority. The Developer (i) is an Illinois limited liability company, and (ii) has full authority and power to execute and deliver and perform the terms and obligations of this Agreement, which shall constitute the legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms, and the Agreement shall constitute the legal, valid, and binding obligation of the Developer enforceable by Village in accordance with its terms.
- b) No Defaults or Violations of Law. The execution and delivery of this Agreement, by the Developer will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Developer is a party or by which they are bound or their respective articles incorporation, bylaws, or any of the rules or regulations applicable to the Developer.
- c) Pending Litigation. Except with regard to those matters which counsel to the Village and counsel to the Developer have discussed, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer, except claims which if adversely determined will not, in the opinion of counsel to the Developer,

materially and adversely affect the financial condition or operations of the Developer. In addition (except with regard to those matters which counsel to the Village and counsel to the Developer have discussed), no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement by the Developer or which would in any manner challenge or adversely affect the corporate existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

- d) Full Disclosure. There is no fact which the Developer has not disclosed to the Village in writing which materially affects adversely or, so far as the Developer can now foresee, will materially affect adversely the financial condition of the Developer or its ability to own and operate its properties or to carry out its obligations under this Agreement.

14. Inspection. The Developer shall allow authorized representatives of the Village access to the Property from time to time upon reasonable advance notice prior to the Substantial Completion of the Work for reasonable inspection thereof.

15. Choice of Law and Venue. This Agreement shall be taken and deemed to have been fully executed by Parties in, and governed by the laws of, the State of Illinois for all purposes and intents. Venue shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

16. Entire Agreement; Amendment. The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties. Amendments or modifications to PUD Ordinance, Annexation Agreement or future Zoning Approvals may be considered and acted on by the Corporate Authorities without the same being deemed an amendment or modification to this Agreement. The Parties may agree to modify the exhibits to this Agreement or extend the time for the performance of a Party's obligation under this Agreement without amending or modifying this Agreement, subject to the Requirements of Law. Applications for an amendment to this Agreement which reference only a given portion of the Redevelopment Property or a given Phase need only be signed by the Person that owns such portion of the Redevelopment Property or Phase. The Village shall have the right to approve such amendment without the consent of the Persons who own the other portions of the Redevelopment Property and other Phases.

17. Termination. The Village shall retain the right to terminate this Agreement at any of the following moments: (i) the Reimbursement Limit is reached; (ii) the date the Project Area expires or is otherwise terminated in accordance with the TIF Act or TIF Ordinances; (iii) Subject to Uncontrollable Circumstances, and the expiration of the notice and Cure Period as provided in Section 21 the Developer has failed to meet to the deadlines for the start or Substantial Completion of the Work as outlined within section 2.1(d), and no extensions have been granted. The expiration of the Agreement Term will not bar any claim for an Event of Default under this Agreement that accrued prior to such expiration; nor shall it affect the Village's obligation to make payments due on Developer's Share in the year following such expiration upon its receipt of TIF Revenue for the final year of Project Area from the Kane County Treasurer.

18. Prevailing Wage.

- a) The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF financing of the Redevelopment Project under this Agreement does not subject the Redevelopment Project to the Prevailing Wage Act unless the Redevelopment Project also receives funding from another public source. The Village makes no representation as to any such application of the Prevailing Wage Act to the Redevelopment Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed an Event of Default under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Work under this Agreement in the event of any action by any Party to enforce its provisions. The Developer shall indemnify and hold harmless the Village, its agents, officers, and employees from and against all claims, fines, penalties, costs, and interest, including attorney fees and costs, which may arise from any violation of the Prevailing Wage Act in connection with the Work.
- b) The Developer agrees that any Work performed by or for the Developer under this Agreement shall comply with all other Applicable Laws governing fair labor practices.

19. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

20. Nature, Survival and Transfer Obligations; Assignment. Except as hereinafter set forth, the obligations assumed by, and the rights that accrue to, the Developer under this Agreement shall run with the land and be binding upon and inure to the benefit of each of the Developer's successors and assigns (excluding any Excluded Transferee's), and each future successor legal or beneficial owner of all or any portion of the Property. The Payment of Developer's Share of Eligible Redevelopment Project Costs, as provided in the Agreement, including, but not limited to, Section 5 of this Agreement, may, without the consent of the Village, be (i) assigned to or pledged as collateral to any lender providing project financing to the Developer or (ii) the Developer may transfer or assign the Developer's Share of Eligible Redevelopment Project Costs at any time without consent of the Village to (a) any entity controlling, controlled by or under common control with Developer or (b) any entity in which the majority equity interest is owned by the parties that have a majority equity interest in Developer. (collectively "Pledge, Assignment, or Transfer of Developer's Share of Eligible Redevelopment Project Costs")

Except as provided in the paragraph above which provides the Pledge, Assignment or Transfer of Developer's Share of Eligible Redevelopment Project Costs, which shall not require the consent of the Village, the rights and obligations of the Developer under this Agreement shall not be assignable by the Developer, except upon prior written consent given by the Village. The Village shall not unreasonably withhold its consent provided that the nature of the Redevelopment Project is not substantially changed. No such assignment shall be deemed to release the Developer of its obligations to the Village under this Agreement unless the specific consent of the Village to release the Developer's obligations is first obtained in writing and a Transferee Assumption Agreement in substantially the same form as Exhibit 3 is executed by the Parties, which execution by the Village shall not be unreasonably withheld. The Village acknowledges that Developer intends to sell or lease various portions of the Property either before or after Substantial Completion of the Work which

shall not require the Village's consent because these Persons shall not be responsible to compete the Work and shall not be entitled to Developer's Share ("Excluded Transferee"). No transfer by Developer to another Person of a portion of the Property shall operate as an assignment of the rights and obligations under this Agreement without an execution of a Transferee Assumption Agreement, including, but not limited, Developer's rights to collect Developer's Share after a transfer of any portion of the Property to another Person unless Developer specifically assigns it rights to receive its Developers Share in the Transferee Assumption Agreement.

For purposes of this Agreement, the term "transfer" includes any assignment, sale, transfer to a transfer in trust, or other disposition of the Property, or any beneficial interest in the Property, in whole or in part, by voluntary sale, sale and leaseback, consolidation, or otherwise. "Transfer" does not include any of the following, which shall not be deemed to be unpermitted transactions: involuntary sale, foreclosure, transfer to a receiver or a trustee in bankruptcy, mortgage, or collateral assignment in connection with financing, lease, license, or occupancy agreement, easement, transfer by operation of law, any Pledge, Assignment or Transfer of Developer's Share of Eligible Redevelopment Project Costs, or a transfer to an Excluded Transferee.

21. Default/Remedies.

a) Default, Notice of Default and Cure Period.

Subject to Uncontrollable Circumstances and provisions for notice provided herein, if any of the Parties shall fail to perform or keep any material term or condition required to be performed or kept by such Party pursuant to this Agreement (an "**Event of Default**"), such Party shall, upon written notice from the other Party specifying the default(s) complained of by the injured Party, proceed to cure or remedy such default or breach within thirty (30) calendar days after receipt of such notice ("**Cure Period**"), provided, however, that in the event such default is incapable of being cured within the Cure Period and the defaulting Party commences to cure the default within the Cure Period and proceeds with due diligence to cure the same, the Cure Period will be extended for such time period as is reasonably necessary for curing the default. The injured Party may not initiate proceedings against the Party in default until the end of the Cure Period, or any extension of the Cure Period as provided in this section.

b) Forum and Remedies.

Upon the breach of this Agreement, any of the Parties hereto may, exclusively in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, by action or proceeding at law or in equity secure the specific performance of the covenants and agreements herein contained or recover damages (except consequential damages) for the failure of performance or any of the above; provided however, the Villages sole remedy for an Event of Default of Section 2.1(d) regarding failure to meet the deadlines for the start or Substantial Completion of the Work as outlined within Section 2.1(d) of this Agreement shall be termination of this Agreement by the Village.

In the event either Party shall institute legal action because of breach of any agreement or obligation contained in this Agreement, on the part of either Party to be kept or performed, the prevailing Party shall be entitled to recover all damages (except consequential damages), costs and expenses, including reasonable attorney's fees and costs incurred therefore. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or

more of such rights or remedies shall not preclude the exercise of, at the same time or different times, any rights or remedies for the same default or for any other default by the other Party, as provided herein.

Any delay by any Party in instituting or prosecuting any actions or proceedings or asserting its rights under this Agreement shall not operate as a waiver of such rights in any way (it being the intent of this provision that such Party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided by law, equity or this Agreement because of the default involved). A waiver made by any Party with respect to any specific default by any other Party under this Agreement must be expressly and specifically made in writing and shall not be construed as a waiver of rights with respect to any other default by the defaulting Party under this Agreement or with respect to the particular default except to the extent expressly and specifically waived in writing.

c) Mortgagees.

Whenever the Village shall deliver a notice of default to Developer with respect to any alleged Event of Default by Developer hereunder, the Village shall, at the same time, deliver to each Mortgagee (as defined below), a copy of such notice or demand, provided the Village has been advised in writing of the name and address of any such Mortgagee. Each such Mortgagee shall have the right to cure or remedy or commence to cure or remedy any such default after the expiration of the Cure Period, subject to the same conditions as are applicable to the Developer.

In the event the Developer's default is not one curable by a Mortgagee (i.e., insolvency or bankruptcy of the Developer), such Mortgagee may request, and the Village may agree, to enter into an assumption agreement with such Mortgagee.

Notwithstanding any provision herein to the contrary, the Developer shall be permitted to grant and convey to third parties (each a "**Mortgagee**") mortgage liens and other liens and encumbrances upon the Property as security for financing extended to the Developer from time to time in connection with the Redevelopment Project, or any portion thereof (each a "**Mortgage**"), without prior consent of the Village, and the Developer shall be permitted to collaterally assign and grant a security interest in its rights and interests hereunder to such Mortgagee pursuant to a security agreement ("**Assignment**"). In the event that any Mortgagee shall succeed to the Developer's interest in all or any portion of the Property pursuant to the exercise of remedies under any such Mortgage or Assignment, whether by foreclosure, deed in lieu of foreclosure and/or exercise of any rights under such documents, the Village hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement, so long as such party enters into an assumption agreement. Execution of the assumption agreement shall not relieve the Developer from liability for any default of the Developer which occurred prior to the execution of the assumption agreement. If such Mortgagee does not enter into an assumption agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound by those provisions of this Agreement which are covenants expressly running with the land and the Village shall not be obligated to make any disbursements of any proceeds of Developer's Share to such Mortgagee or any successor to such Mortgagee, unless agreed to by the Village in writing.

22. **Intentionally Omitted.**

23. **Intentionally Omitted.**

24. **Intentionally Omitted.**

25. **Incorporation of Recitals and Exhibits.** The statements, representations, covenants and recitations set forth in the foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 25. The Exhibits referred to in the Recitals in this Agreement and attached to or incorporated into it by textual reference in this Agreement are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section 25.

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

27. **Certificate of Continued Effectiveness.** Within ten (10) business days after the written request by Developer, the Village shall execute and deliver to any existing or proposed mortgagee, lessor, grantee, or assignee a certificate stating that this Agreement is in full force and effect, that neither the Village nor Developer are in default under this Agreement and containing such other information as may be reasonably requested by such mortgagee, lessor, grantee, or assignee.

28. **Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to any Requirements of Law includes any modifications of, or amendments to such Requirements of Law as may, from time to time, hereinafter occur.

29. **Interpretation.** This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Each provision of this Agreement is to be construed as though both parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement

30. **Headings.** The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

31. **No Joint Venture, Agency or Partnership Created.** Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

IN WITNESS WHEREOF, the Village and Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested as to the date first above written.

"VILLAGE"

DATE:

11/01/22

VILLAGE OF SUGAR GROVE, ILLINOIS



Jennifer Konen, Village President

"DEVELOPER"

DATE:

12/21/22

SDP SUGAR GROVE, LLC



By:

Its:

Manager

EXHIBIT LIST

APPENDIX A	Project Location
EXHIBIT 1	Eligible Redevelopment Project Costs
EXHIBIT 2	Request for Reimbursement
EXHIBIT 3	Form of Transferee Assumption Agreement
EXHIBIT 4	Description of Redevelopment Project and the Work
EXHIBIT 5	Permitted and Special Use List
EXHIBIT 6	First Amendment to Annexation Agreement
EXHIBIT 7	PUD Ordinance
EXHIBIT 8	Legal Description of the Property
EXHIBIT 9	Construction Plans

APPENDIX A
Project Location

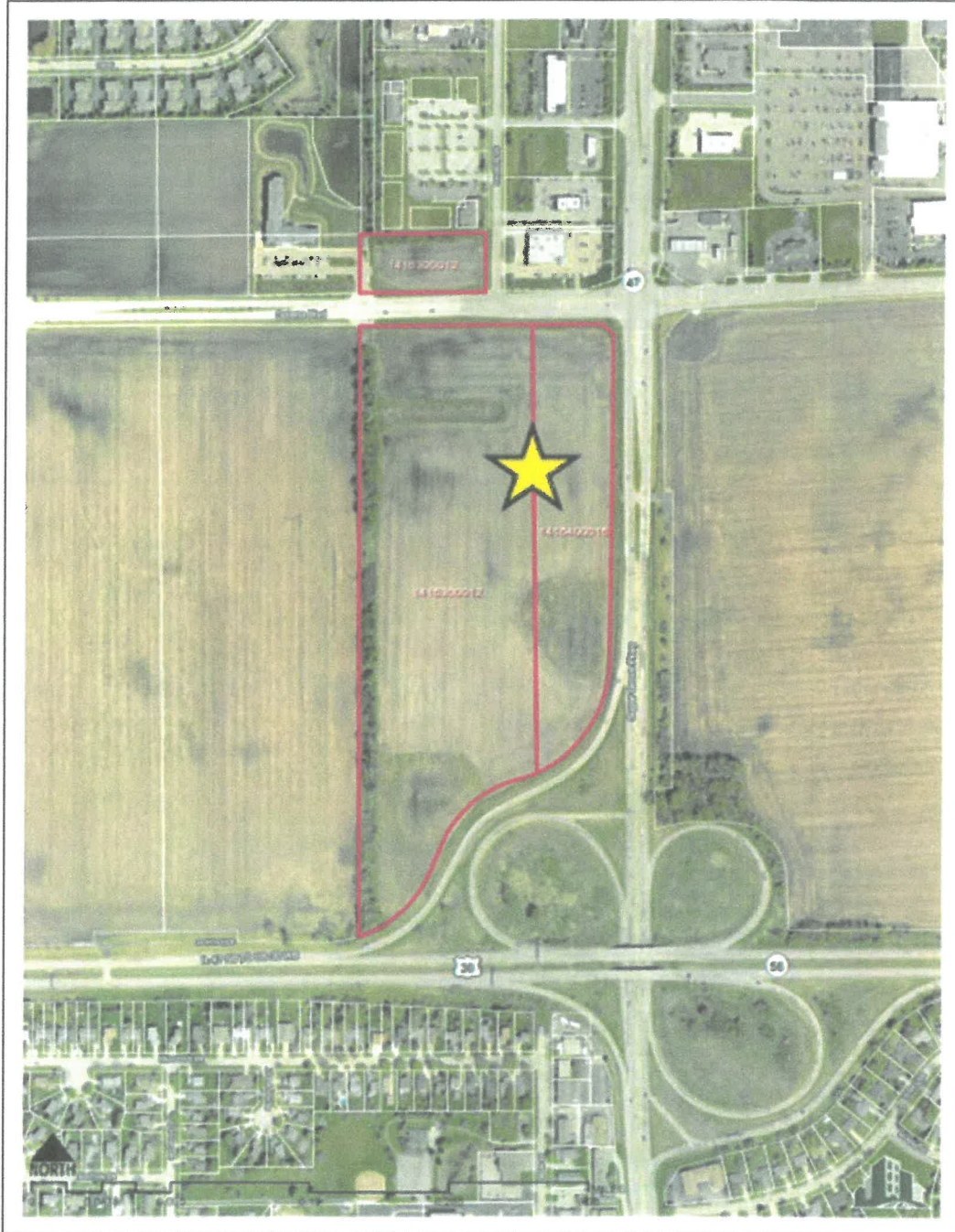


EXHIBIT 1
Eligible Redevelopment Project Costs

Project Cost Category:	Estimated Cost:
Relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting the Illinois Department of Transportation (IDOT) requirements as depicted on the Construction Plans	\$275,000
Extending the 10" to 12" Village of Sugar Grove intermediate sanitary sewer and mains from the point of connection to the existing 24" Fox Metro Interceptor approximately 5050 feet to the sanitary manhole No. 114 located at the southwest corner of Galena Boulevard and Lot 7 as depicted on the Construction Plans.	\$600,000
The Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other "Project Cost Category." Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.	Up to \$100,000
IDOT Release of Access Control Fee for IL-47 (eligibility of reimbursement shall be limited to the fee only, not any related costs such as engineering or legal)	Up to \$300,000
Costs of studies, survey, development of plans, including site planning, geotechnical engineering, civil engineering design, traffic engineering design incurred for the Redevelopment Project	\$65,000
Simple interest of 3.5% calculated annually of the Eligible Redevelopment Costs that have not been reimbursed to Developer as part of the Developer's Share ¹	To be calculated when Developer submits its Request for Payment of Developer's Share as provided in Section 5.1 of the Agreement

¹ As an example, if in year one \$1,240,000 of Eligible Redevelopment Costs have not been paid but were

incurred by Developer and Substantially Completed as defined in the TIF Agreement, interest owed for that year would be \$43,400. In year two, if the Village paid \$200,000 to the Developer in Eligible Redevelopment Costs, so that in year two there were \$1,040,000 of Eligible Redevelopment Costs incurred that have not been paid to the Developer by the Village, the interest that year would be \$36,400. If in year three the Village paid another \$200,000 to the Developer in Eligible Redevelopment Costs, so that in year three there were \$840,000 of Eligible Redevelopment Costs incurred that have not been paid to the Developer, the interest that year would be \$29,400, and so on. Principal shall be paid first on the unpaid balance that was accumulated each year until the Eligible Project Costs have been paid in full. However, if one Project Cost Category has been completed and another Project Cost Category remains outstanding, the Village shall begin to repay interest on completed Project Cost Category. (E.g., If the Eligible Project Cost Reimbursement for the Rt. 47 On Ramp Relocation is paid in full to the Developer before any Eligible Project Costs are incurred by the Developer for the Permanent Sanitary Sewer Extension, then interest should start to be paid to the Developer for the Rt. 47 Relocation).

EXHIBIT 2
Request for Reimbursement

Request for Reimbursement of Eligible Redevelopment Project Costs

TO: TIF Administrator
Sugar Grove Village Hall
10 S. Municipal Drive
Sugar Grove, Illinois 60554

You are hereby requested and directed as per the Redevelopment Agreement between the Village of Sugar Grove, IL and _____ to pay the Developer's Share from the Special Allocation Fund for TIF Revenue generated on parcel(s): _____ during the _____ payable _____ property tax period, for those Eligible Redevelopment Project Costs related to the following Redevelopment Project Costs:

<u>Vendor</u>	<u>Description of Work Performed</u>	<u>Amount</u>

Total Costs Submitted: _____ Request # _____

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement. The undersigned is the Developer under the Redevelopment Agreement which request is being made between the Village and the Developer.

The undersigned, on behalf of the Developer, hereby states and certifies to the Village that:

1. Each item listed above is an Eligible Project Cost and was incurred in connection with the construction of the Redevelopment Project.
2. All real estate taxes levied against the Property owned by the Developer have been paid in full proof of which is attached to this Request for Payment.

3. These Eligible Project Costs have been incurred by the Developer and have been paid by the Developer and are payable or reimbursable under the Redevelopment Agreement.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent that any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Work on the Redevelopment Project for which this certificate relates have been issued and are in full force and effect.
6. All Work for which payment or reimbursement is requested, has been Substantially Completed in accordance with the terms of the Agreement.
7. All Administration Fees have been paid in full/I agree to have any unpaid Administration Fee's deducted from the Developer's Share, as necessary.

Dated this _____ day of _____, 20____

SDP SUGAR GROVE, LLC

By: _____

Its: _____

Approved for Payment:

VILLAGE OF SUGAR GROVE, ILLINOIS

EXHIBIT 3
Form of Transferee Assumption Agreement

TRANSFEE ASSUMPTION AGREEMENT

THIS TRANSFEE ASSUMPTION AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 20__, by, between and among the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation ("**Village**"), _____, a _____ ("**Owner**"), and _____ ("**Transferee**").

WITNESSETH:

WHEREAS, pursuant to that certain real estate sale contract dated _____, 20__, the Transferee agreed to purchase from [**NAME OF ENTITY TRANSFERRING ITS PROPERTY**] ("**Transferor**") certain real property situated in Kane County, Illinois and legally described in **Exhibit A** attached to and, by this reference, made a part of this Agreement ("**Transferred Property**"); and

WHEREAS, following the conveyance of the Transferred Property by Transferor, the Transferee will be the legal owner of the Property; and

WHEREAS, as a condition to the conveyance of the Transferred Property by Owner, the Village and Owner require that the Transferee agree to comply with all the terms, requirements, and obligations set forth in that certain Redevelopment Agreement, dated as of _____, 2022, and recorded in the office of the Kane County Recorder of Deeds on _____, 2022, as Document No. _____ ("**Redevelopment Agreement**") as and to the extent they pertain to the Transferred Property;

NOW, THEREFORE, in consideration of the agreement of Transferor to convey the Transferred Property to the Transferee, and of the Village to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the Village, Owner, and the Transferee as follows:

1. **Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.
2. **Assumption of Obligations.** The Transferee, on its behalf and on behalf of its successors and assigns, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, as and to the extent they pertain to the Transferred Property regardless of whether such terms, requirements, and obligations are to be performed and provided by, or are imposed upon, Owner.
3. **Payment of Village Fees and Costs.** In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Redevelopment Agreement or by applicable Village codes, ordinances, resolutions, rules, or regulations, the Transferee will pay to the Village, immediately upon presentation of a written demand or demands therefor, all legal, engineering, and other consulting or administrative fees, costs, and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.
4. **Acknowledgment and Release of Owner.** The Village hereby acknowledges its agreement to the Transferee's assumption of the obligation to comply with the terms, requirements, and obligations of the Redevelopment Agreement, including all exhibits and attachments thereto, as and to the extent they pertain to the Transferred Property, and the Village hereby releases Owner from any personal liability for failure to comply with the terms, requirements, and obligations of the Redevelopment Agreement as and to the extent

they pertain to the Transferred Property.²

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

ATTEST: **VILLAGE OF SUGAR GROVE,**
 an Illinois municipal corporation

By: _____
 Village Clerk

By: _____
 Its: Village President

OWNER
_____, a _____

By: _____
Its: _____

TRANSFeree
_____, a _____

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

This instrument was acknowledged before me on _____, 20__, by _____, the Village President of the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission expires: _____

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

² The Specific Transferee Assumption Agreement will need to note if Developer's Share is being transferred to the Transferee, as well, or retained by the Developer.

This instrument was acknowledged before me on _____, 20__, by _____, the _____
_____ of the **OWNER**, a _____.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission expires: _____

[SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF Kane)

This instrument was acknowledged before me on _____, 20__, by _____, the _____
_____ of the **TRANSFeree**, a _____.

Given under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission expires: _____

[SEAL]

EXHIBIT 4
Description of Redevelopment Project and the Work

Developer intends to redevelop the Property located within the Village with the Redevelopment Project (defined below).

- The “Redevelopment Project” includes on the Property approximately 15,000 sf of retail contemplated in 4 outlots and additional retail/service uses on the proposed Lot 5 in Prairie Grove Commons Unit Two (which may be further subdivided into 2 lots); to be constructed by end users after the Developer completes Phase I. “Phase “I” includes:
- Construction of various site preparation and off-site improvements, including but not limited to: Extending the 10” to 12” Village of Sugar Grove intermediate sanitary sewer and mains from the point of connection to the existing 24” Fox Metro Interceptor approximately 5050 feet to the sanitary manhole No. 114 located at the southwest corner of Galena Boulevard and Lot 7 to service the Property as depicted on the Construction Plans (“Permanent Sanitary Sewer Extension”)
- Water extension from the existing 12” DIWM along the south side of Galena Blvd. and mains service the Property
- Relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting the Illinois Department of Transportation (IDOT) requirements.
- Pedestrian crossing including signalization for the Route 47 and Galena Blvd intersection.
- Off-site wetland mitigation for wetland located on the Property
- Stormwater Detention allocation for portions of Galena Boulevard, Lot 1 of the Prairie Grove Commons Unit 1, the unsubdivided portion of the Property located at the northwest corner of Galena Boulevard and Lot 7, and Lots 1-7 in Prairie Grove Commons Unit Two, together with mains, pipe, and associated structures
- Mass grade lots 1-5 in the proposed Prairie Grove Commons Unit Two, together with utility stubs, perimeter berming and seeding and other improvements depicted in the Construction Plans to create “pad ready” outlots to be sold, leased, or developed by Developer for any of the Uses contained in Exhibit 5 of the Agreement.
- All improvements for the Work as identified in the Construction Plans.

As part of “Phase II: The Developer intends to market for development in the future (i) additional retail/service uses on the portion of the Redevelopment Project Property which is on the north side of Galena Boulevard (which may be further subdivided into 2 lots); and (ii) a mixed use retail/service/hospitality development on the remainder of the Property, it being understood that any portion of the Property may be developed for any of the Uses provided in Exhibit 5 of the Agreement. Phase II shall require Future Zoning Approvals to subdivide the Property into additional lots, adopt another special use for a planned unit development together with approval of preliminary and final PUD plans (except for Lot 5) and construction of additional improvements to create “pad ready” sites to be sold, leased, or developed by Developer for any of the Uses contained in Exhibit 5 of the Agreement.

For purposes of this Agreement, the “Work” shall include:

- The purchase of IL 47 access rights from the Illinois Department of Transportation (IDOT) and the relocation of the US 30 on-ramp off IL 47 approximately 880 feet south of the proposed right-in access drive off IL 47 meeting IDOT requirements as depicted on the Construction Plans.
- The Permanent Sanitary Sewer Extension as depicted on the Construction Plans.
- In addition, the Village shall equally share in the cost of off-site easement acquisition for the Permanent Sanitary Sewer Extension up to a maximum of a \$100,000 contribution by the Village, to be paid out of TIF Revenues. Said contribution shall be in addition to the amount set forth in the Reimbursement Limit. If the Village contribution toward to off-site easement acquisition for the Permanent Sanitary Sewer Extension is less than \$100,000, any remaining funds shall not be subject to reimbursement as part of any other "Project Cost Category." Any additional costs incurred beyond the \$100,000.00 shall be borne exclusively by Developer and shall not be eligible for reimbursement from TIF Revenues.

EXHIBIT 5
Permitted and Special Use List

PERMITTED USES

Only the uses identified in the *Commercial Uses* and *Office Uses* sections under the B-3 Zoning District of the Table of Permitted Uses (Section 11-4-22 of the Village Zoning Ordinance), and Planned Developments, in compliance with the applicable additional standards, conditions and requirements of Section 11-4-22-C of the Village Zoning Ordinance, except as provided otherwise herein, are permitted on the Owner Property, together with any uses added to the uses identified in the Commercial Uses and Office Uses sections under the B-3 Zoning District of Section 11-4-22 of the Village Zoning Ordinance.

In the event the following uses are established on the Unit Two Property, the additional standards, conditions and requirements shall apply:

Motor vehicle sales – must provide a minimum ten thousand (10,000) square feet of indoor showroom for displaying vehicles, not including office or garage space. Primary sales must be of new vehicles and shall be limited to automobiles, SUVs, pick-up trucks, motorcycles, ATVs and UTVs. The sale of any other type of vehicle shall require a special use permit.

Lumberyard – must be indoor only, unless accessory to a retail use and square footage shall not exceed 50% of the square footage of the primary indoor retail use.

Storage facility- must be an indoor, climate-controlled facility only, consisting of individual private storage spaces available for lease or rent to the general public, not for commercial purposes.

Notwithstanding Section 11-4-22 of the Village Zoning Ordinance, Owner is permitted to establish the first bank/financial institution, including drive-through service window, car wash, hotel, and motor vehicle fuel station on the Owner Property, as defined in the Amendment without a Special Use Permit. A Special Use Permit shall be required in order to establish and operate a second or more bank/financial institution, car wash, hotel, and motor vehicle fuel station on the Owner Property.

SECTION 11-4-22C

B-3 Commercial and Office Uses Contained in Zoning Ordinance Currently in Effect

Use	B-3 Zoning District
Commercial Uses	
Adult entertainment	
Art gallery	P
Auction room	S
Bank and financial institution	S
Banquet hall	P*
Banquet Hall, within 600 feet of a residential lot	S
Beauty shop, barbershop, and day spa	P
Bed and breakfast guesthouse	S
Bicycle sales and service	P
Car wash	S
Carpet and upholstery cleaners	S
Catering service	P
Cleaning and exterminating service	S
Clothing and costume rental store	P
Currency exchange	S
Drinking establishments	P
Equipment rental and leasing service	S
Event venue	
Florist	P
Food store	P
Food store, convenience	P
General repair service	P
General retail	P
Hotel, motel, and inn	S
Ice cream parlor	P
Laundry service	P*
Locksmith	P
Lumberyard	P
Mailing service	P
Medical supply rental	P
Motor vehicle fuel station	S
Motor vehicle parts retail	P*
Motor vehicle repair, Class I	P*
Motor vehicle repair, Class II	P*
Motor vehicle repair, Class III	
Motor vehicle repair, Class IV	
Motor vehicle sales	P*

Mulch, firewood sales	
Package liquor and wine, retail	P
Pawnshop	S
Pharmacy	P
Picture framing	P
Printing and publishing	P
Resale shop	P
Restaurant	P
Restaurant, alcohol service	P
Restaurant, carry out	P
Restaurant, drive-through	P
Restaurant, live entertainment, or dancing	S
Septic tank or sewer cleaning service	P
Small engine repair shop (not motor vehicles)	P
Sports and recreation, indoor	S
Sports and recreation, outdoor	S
Storage facilities	S
Tailor or dressmaker shop	P
Tattoo parlor	P
Taxidermist	P
Theater	P
Tobacco or vape shop	S
Undertaking establishment, funeral parlor and mortuary	P
Office Uses	
Contractor's office	P
Counseling service	P
General office	P
Medical laboratory	S
Medical office	P

***Refers to additional standards and criteria in section 11-4-23 for specific uses**

EXHIBIT 6

*See Ordinance 2022-1101B for a copy of the First Amendment to the
Annexation Agreement*

EXHIBIT 7

See Ordinance 2022-1101D for a copy of the PUD Ordinance

EXHIBIT 8
Legal Description of the Property

LEGAL DESCRIPTION:

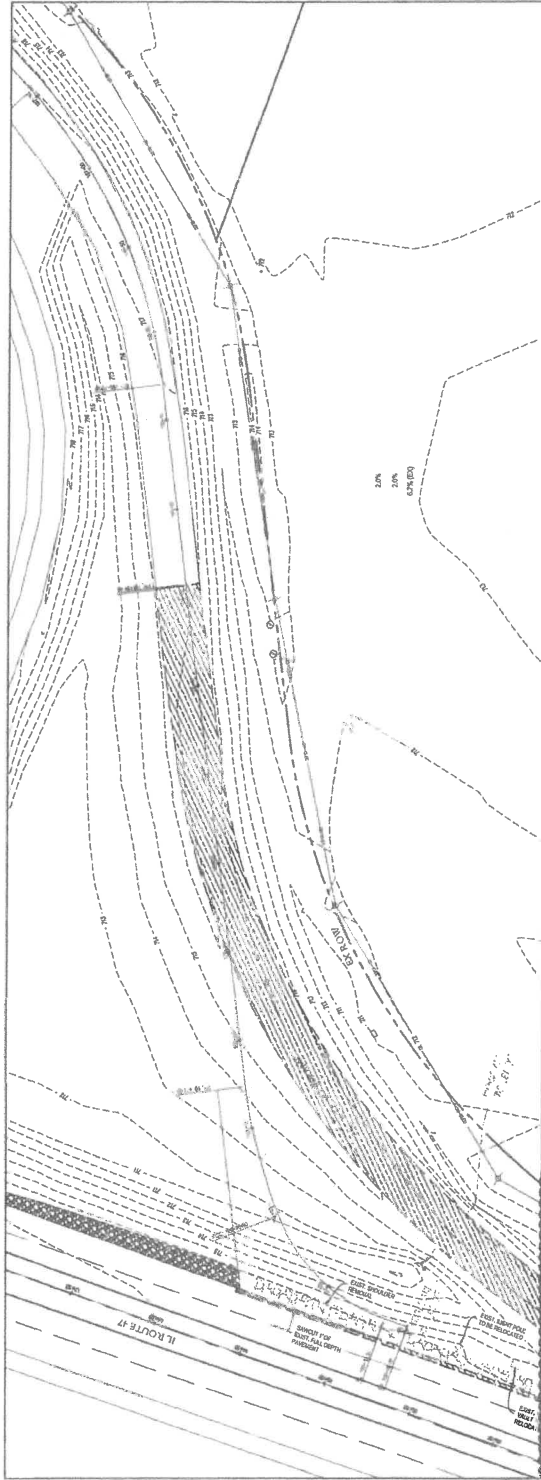
THAT PART OF THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER OF THE AURORA AND DIXON ROAD 9.62 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH TO THE SOUTH LINE OF SAID SECTION 16; THENCE WEST ALONG SAID SOUTH LINE TO THE CENTER LINE OF STATE ROUTE NO. 47; THENCE NORTH ALONG SAID CENTER LINE 395 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 551.4 FEET; THENCE SOUTH PARALLEL WITH THE CENTER LINE OF STATE ROUTE 47, 395 FEET TO THE SOUTH LINE OF SAID SECTION; THENCE WEST ALONG SAID SOUTH LINE TO A POINT 9.62 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION; THENCE NORTH 40 CHAINS TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SECTION; THENCE EAST ALONG SAID NORTH LINE TO THE CENTER LINE OF SAID STATE ROUTE 47; THENCE SOUTH ALONG SAID CENTER LINE TO THE CENTER LINE OF THE AURORA AND DIXON ROAD AFORESAID; THENCE EASTERLY ALONG THE CENTER LINE OF SAID AURORA AND DIXON ROAD TO THE POINT OF BEGINNING (EXCEPT THAT PART CONVEYED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED AUGUST 18, 1959 AS DOCUMENT 897944 AND ALSO EXCEPT THAT PART LYING EASTERLY OF SAID CENTER LINE OF STATE ROUTE 47 AND ALSO EXCEPTING THAT PART THEREOF FALLING IN LOT 1 IN PRAIRIE GROVE COMMONS UNIT ONE, RECORDED SEPTEMBER 15, 2010 AS DOCUMENT NUMBER 2010K060656 AND ALSO EXCEPT THAT PART DEDICATED FOR DIVISION DRIVE (66.0 FEET WIDE) ON SAID PLAT OF PRAIRIE GROVE COMMONS UNIT ONE, AND ALSO EXCEPT THAT PART OF THE LAND DEDICATED FOR ROADWAY AND UTILITY PURPOSES TO THE VILLAGE OF SUGAR GROVE RECORDED AS DOCUMENT 2008K039972 IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

Scale 1"=30'

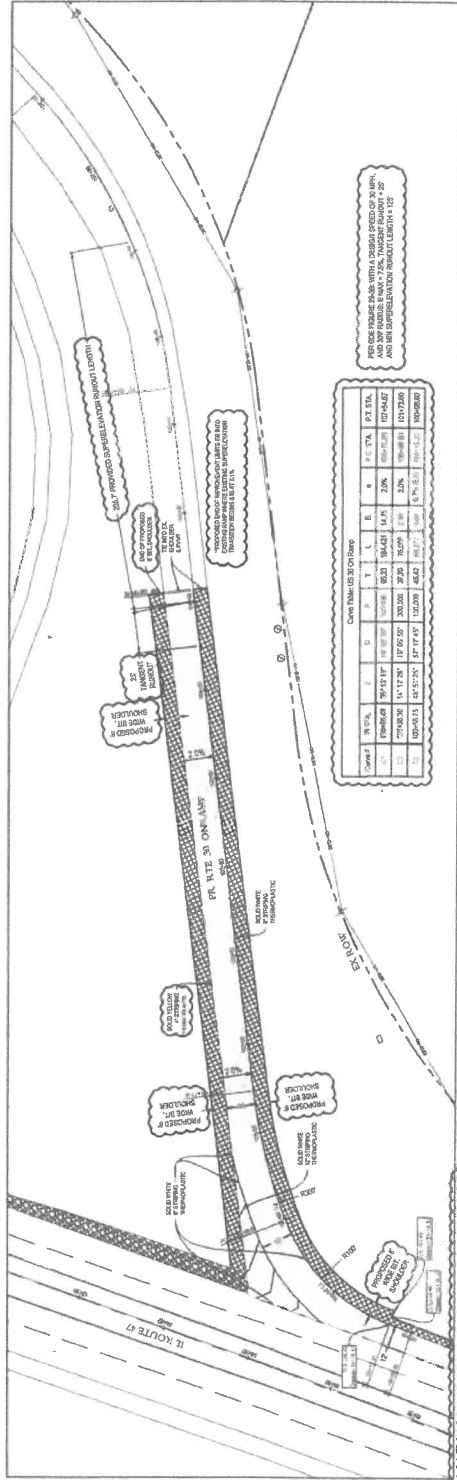


LEGEND

- EXISTING ROADWAY - 12' WIDE
- PROPOSED 12' WIDE ROADWAY
- PROPOSED 10' WIDE ROADWAY
- PROPOSED 8' WIDE ROADWAY



MATCH LINE SEE SHEET R1.2 - STA. 15+100



MATCH LINE SEE SHEET R1.2 - STA. 15+200

Cross Section Table (Station 15+100)

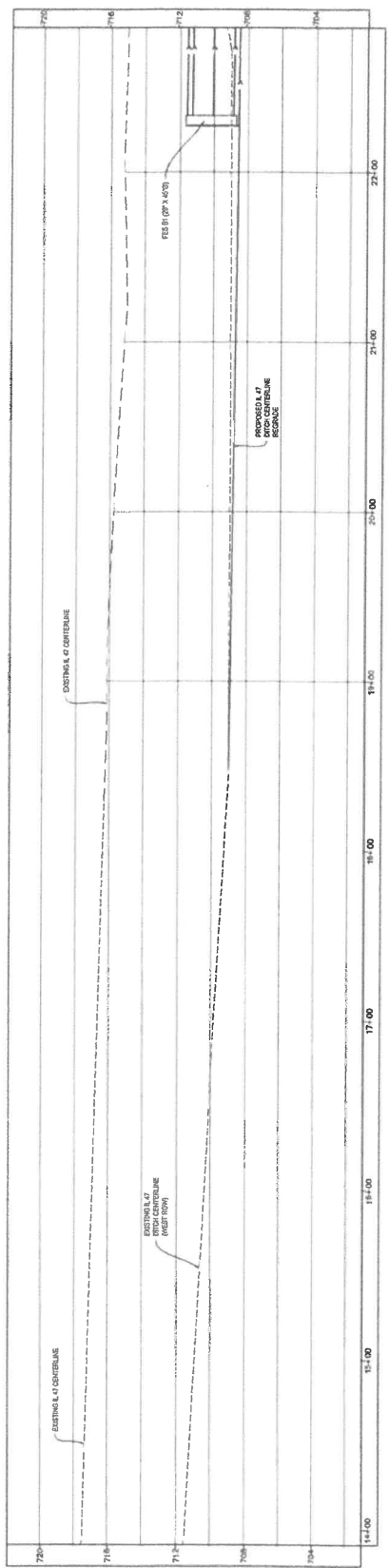
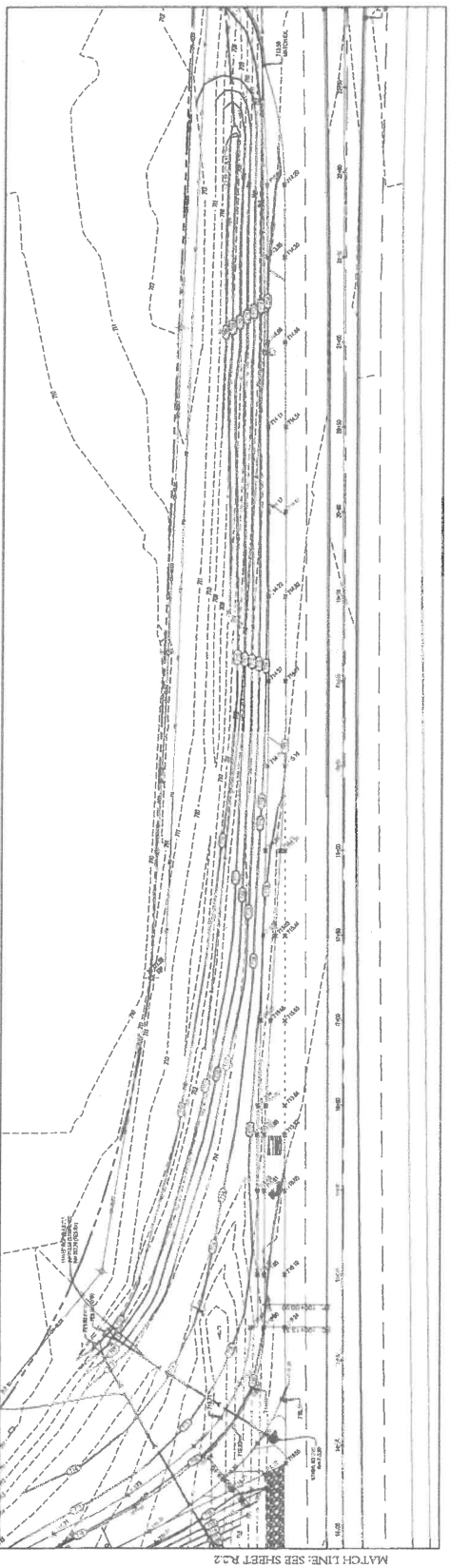
Station	Left Shoulder	Left Lane	Right Lane	Right Shoulder	Total Width	Right of Way
15+100	10.00	12.00	12.00	10.00	44.00	46.00
15+150	10.00	12.00	12.00	10.00	44.00	46.00
15+200	10.00	12.00	12.00	10.00	44.00	46.00

EXISTING CONDITIONS & PROPOSED GEOMETRIC PLAN

IL ROUTE 47 IMPROVEMENTS - SWC IL 47 & GALENA BLVD SUGAR GROVE, ILLINOIS

CRAY & ASSOCIATES, P.C.
Civil Engineers, P.C.

DATE: 5/1/21
PROJECT: IL 47 & GALENA BLVD
SHEET: R1.3



NO.	DATE	BY	CHK	APP	DESCRIPTION
1	11/20/11	FOR	APP		REVISIONS
2					

IL ROUTE 47 DITCH PROFILE

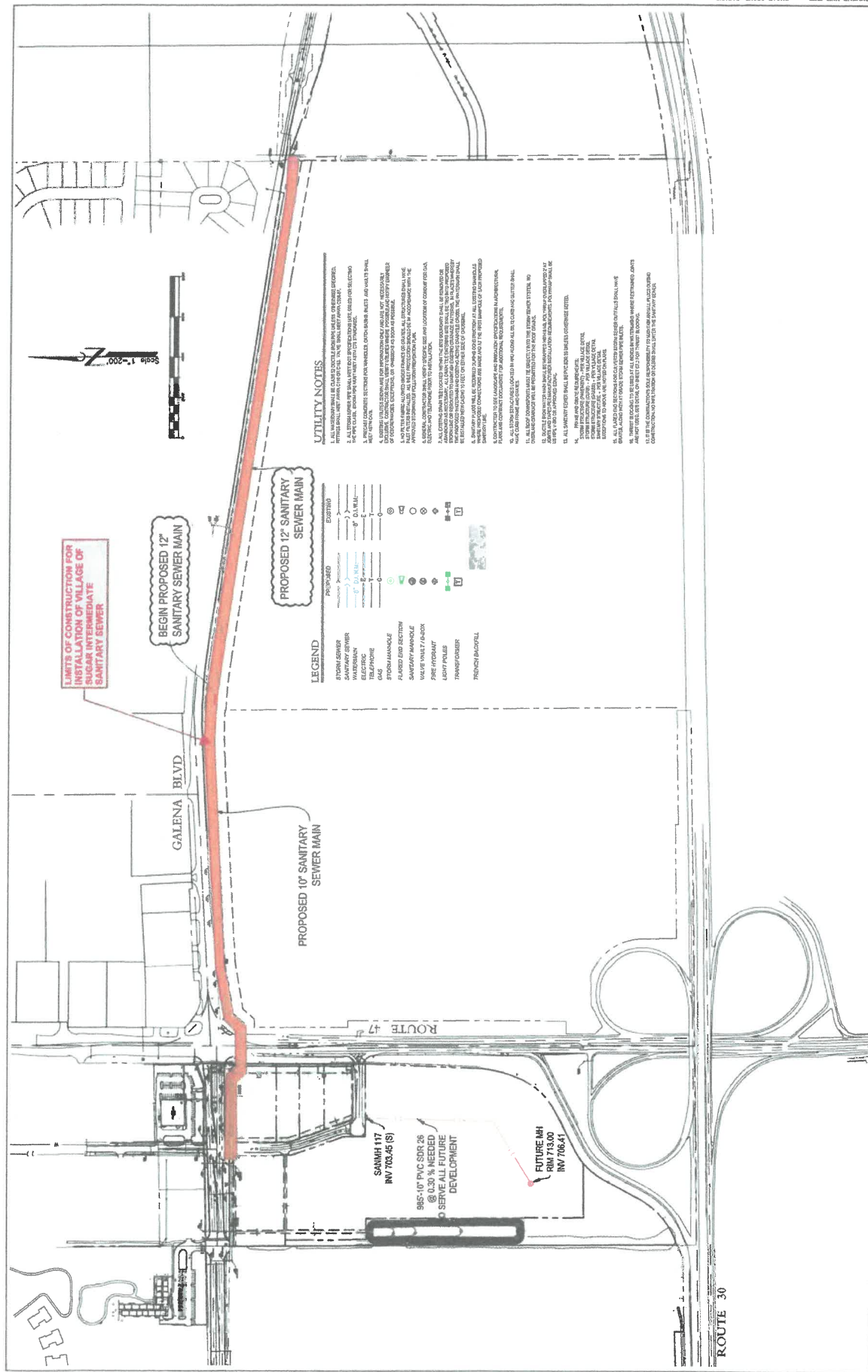
IL ROUTE 47 IMPROVEMENTS
SWC IL 47 & GALENA BLVD
SUGAR GROVE, ILLINOIS

1" = 40' HORIZONTAL SCALE
1" = 20' VERTICAL SCALE

K **Crilly R. Knoch & Associates** Engineers
Civil Engineers, P.C.
14141 Sunset Drive • Suite 200 • Chicago, IL 60641 • 773.551.1000

DATE: 8/17/11
DESIGN: JAC
CHECK: JAC
SCALE: AS SHOWN
SHEET: R2.3
TOTAL: 3

45



UTILITY NOTES

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

2. ALL UTILITIES SHALL BE DEEPER THAN THE PROPOSED SEWER MAINS.

3. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

4. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

5. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

7. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

8. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

9. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

10. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

11. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

12. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

13. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

14. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

15. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

16. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

17. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

18. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

19. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

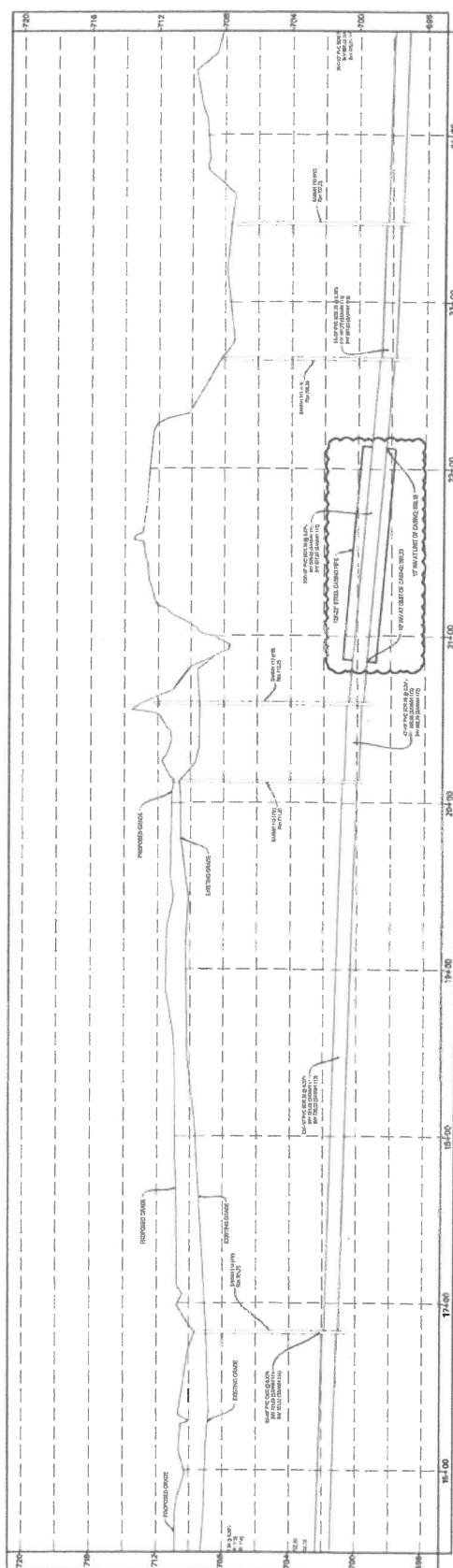
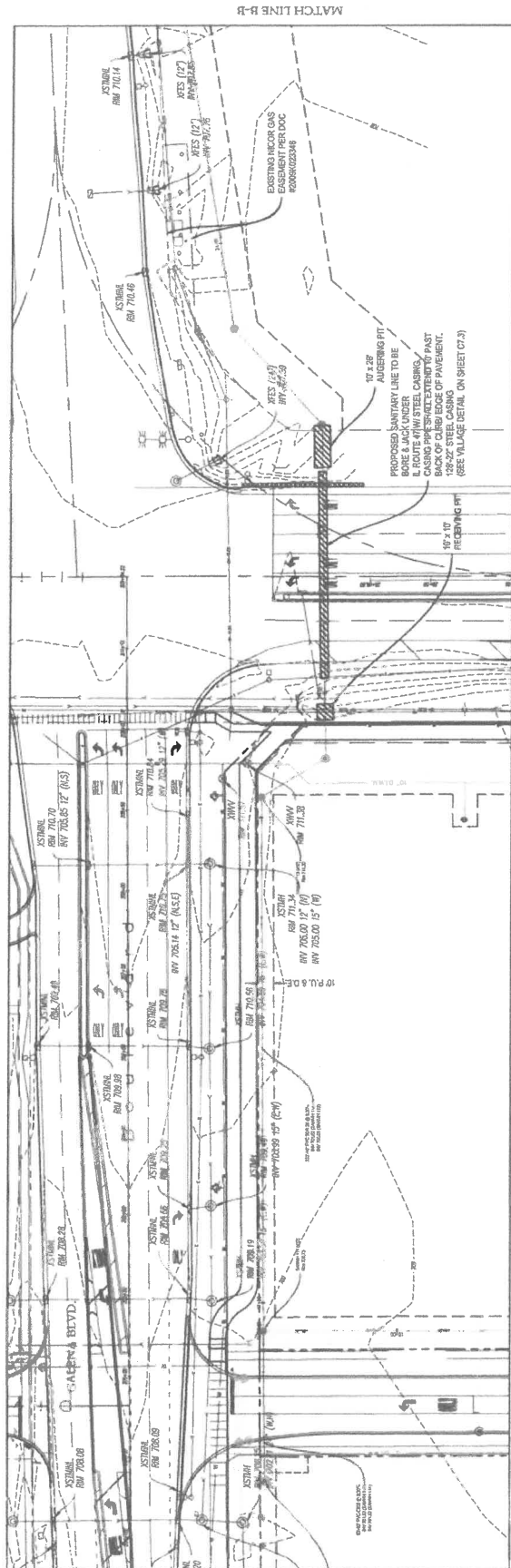
20. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF COVER.

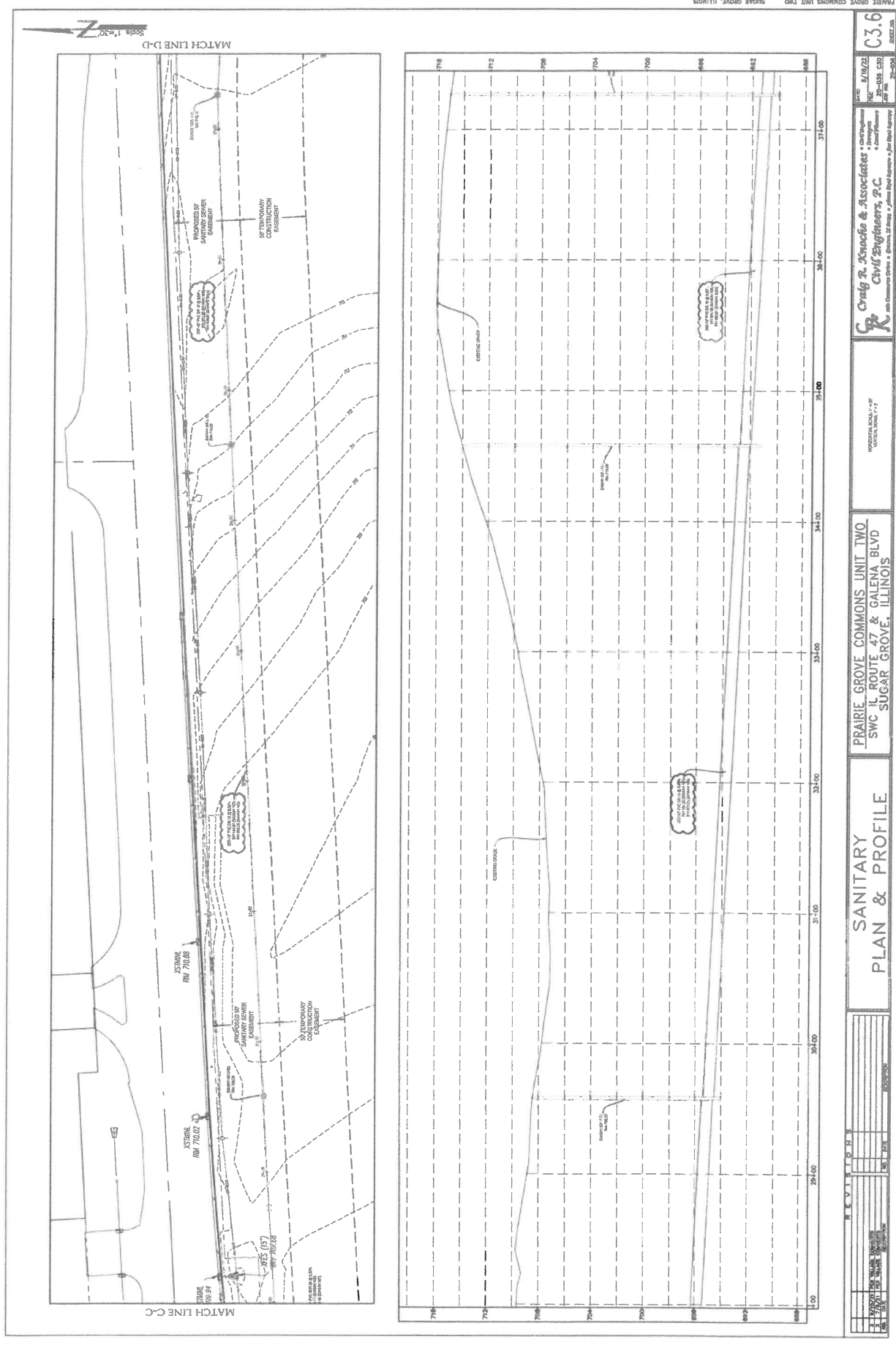
LEGEND

EXISTING	PROPOSED
STORM SEWER	STORM SEWER
SANITARY SEWER	SANITARY SEWER
WATER MAIN	WATER MAIN
ELECTRIC	ELECTRIC
TELEPHONE	TELEPHONE
STORM MANHOLE	STORM MANHOLE
SANITARY MANHOLE	SANITARY MANHOLE
VALVE VAULT / AIR-LOCK	VALVE VAULT / AIR-LOCK
LIGHT POLES	LIGHT POLES
TRANSFORMER	TRANSFORMER
FENCE (BOLLARD)	FENCE (BOLLARD)

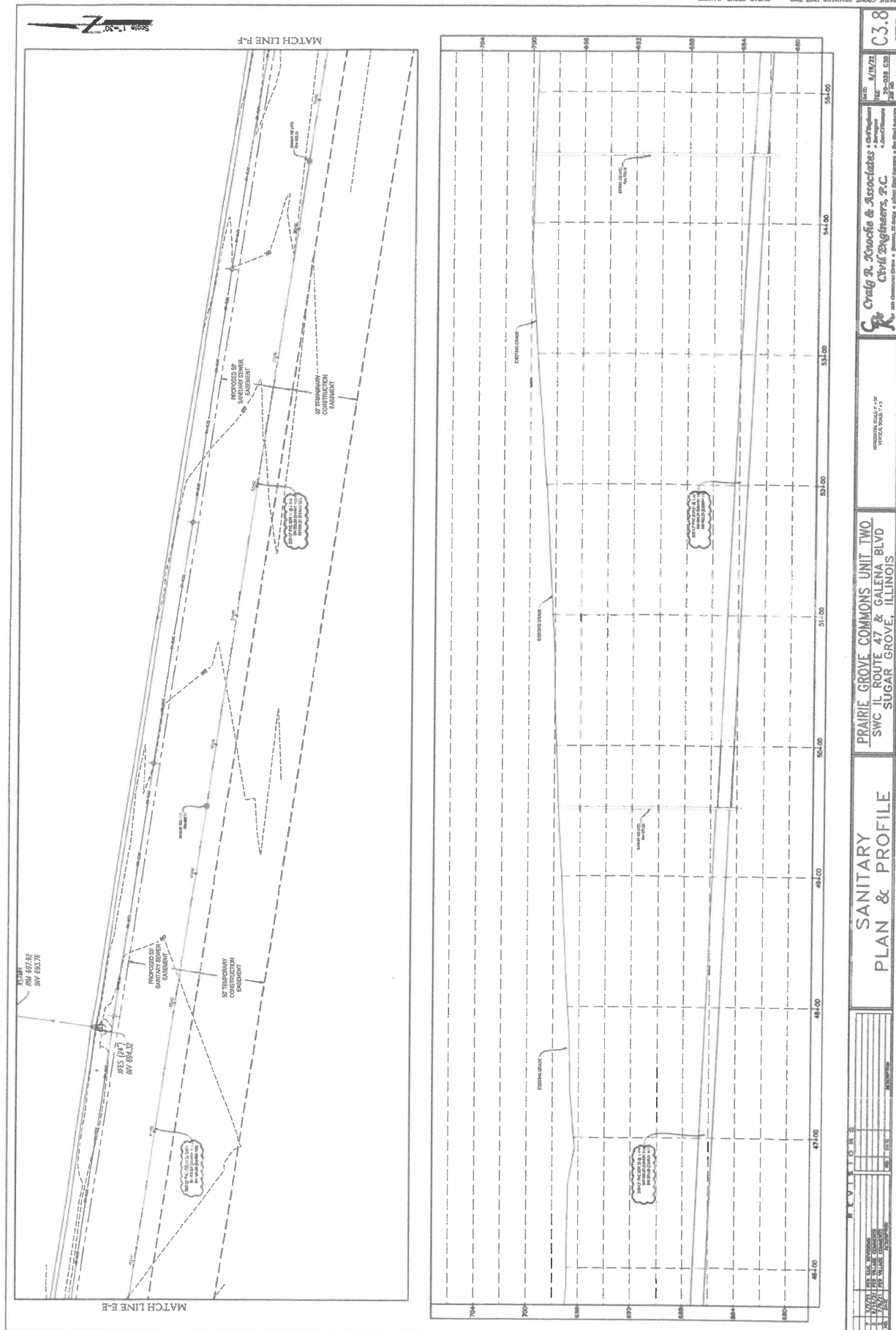
REVOLUTIONS 1. 11/19/19 2. 11/19/19 3. 11/19/19 4. 11/19/19 5. 11/19/19 6. 11/19/19 7. 11/19/19 8. 11/19/19 9. 11/19/19 10. 11/19/19 11. 11/19/19 12. 11/19/19 13. 11/19/19 14. 11/19/19 15. 11/19/19 16. 11/19/19 17. 11/19/19 18. 11/19/19 19. 11/19/19 20. 11/19/19		PRairie Grove Commons Unit Two SWC IL ROUTE 47 & GALENA BLVD SUGAR GROVE, ILLINOIS	SANITARY EXTENSION OVERVIEW	City of Sugar Grove & Associates Civil Engineers, P.C. 1000 West 10th Street Sugar Grove, IL 60076 815.281.1111 www.cityofsugargrove.com	C3.1 SHEET 003
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Industrial Tax Increment Financing District #2 - Capital Projects Fund**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual****For the Fiscal Year Ended April 30, 2024**

	Original Budget	Final Budget	Actual
Revenues			
Property Taxes	\$ 303,634	303,634	304,054
Investment Income	130	130	7,251
Total Revenues	303,764	303,764	311,305
Expenditures			
General Government			
Community Development			
Contractual Services	12,650	12,650	2,572
Other	—	—	50,000
Total Expenditures	12,650	12,650	52,572
Excess (Deficiency) of Revenues Over (Under) Expenditures	291,114	291,114	258,733
Other Financing (Uses)			
Transfers Out	(39,062)	(39,062)	(39,062)
Net Change in Fund Balance	252,052	252,052	219,671
Fund Balance - Beginning			277,072
Fund Balance - Ending			496,743



REPORT OF INDEPENDENT ACCOUNTANTS

September 28, 2024

Attachment L

The Honorable Village President
Members of the Board of Trustees
Village of Sugar Grove, Illinois

We have examined management's assertion included in its representation report that the Village of Sugar Grove, Illinois, with respect to the Industrial Tax Increment Finance District #2, complied with the requirements of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2024. As discussed in that representation letter, management is responsible for the Village of Sugar Grove, Illinois' compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village of Sugar Grove, Illinois' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village of Sugar Grove, Illinois' compliance with specified requirements.

In our opinion, management's assertion that the Village of Sugar Grove, Illinois complied with the aforementioned requirements during the year ended April 30, 2024 and is fairly stated in all material respects.

This report is intended solely for the information and use of the President, Board of Trustees, management, and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

Exhibit A

(Legal Description)

THAT PART OF SECTIONS 7, 8, 16, 17, 19, 20 and 21 IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF THE KANELAND SUBDIVISION; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID KANELAND SUBDIVISION AND NORTHERLY EXTENSION OF SAID EASTERLY LINE, TO THE NORTH LINE OF HARTER ROAD; THENCE EASTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF ROUTE 47; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWEST LINE OF A PARCEL OF LAND HAVING A P.I.N. OF 14-08-200-016; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO SOUTHWEST LINE OF SAID PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTHWEST LINE OF SAID PARCEL TO THE WESTERLY LINE OF ROUTE 47; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE TO THE NORTHWEST LINE OF THE SUGAR GROVE RESEARCH PARK; THENCE SOUTHWESTERLY ALONG SAID NORTHWEST LINE TO THE NORTHEAST LINE OF LOT 18 IN SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE AND SAID LINE EXTENDED SOUTHEASTERLY TO THE EAST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 18; THENCE WESTERLY, ON SAID EASTERLY EXTENSION AND ON SAID SOUTH LINE, TO THE WEST LINE OF SAID SUGAR GROVE RESEARCH PARK; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE SOUTHWEST CORNER OF LOT 20 IN THE SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 20 TO THE NORTHWEST CORNER OF LOT 21 IN THE SUGAR GROVE RESEARCH PARK; THENCE SOUTH ALONG THE WEST LINE OF THE SUGAR GROVE RESEARCH PARK TO THE NORTH LINE OF LOT 29 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 29 TO THE WEST LINE OF HEARTLAND DRIVE; THENCE SOUTHERLY, ON SAID WEST LINE, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 1 IN SAID SUGAR GROVE RESEARCH PARK; THENCE EASTERLY ON SAID WESTERLY EXTENSION AND ON THE NORTH LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF WHEELER ROAD; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF HILLSIDE COUNTY SUBDIVISION WEST, UNIT 2 EXTENDED NORTH; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF HILLSIDE

COUNTRY SUBDIVISION WEST, UNIT 3; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID HILLSIDE COUNTRY SUBDIVISION WEST, UNIT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF WINDSOR WEST, UNIT 1; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF WINDSOR WEST UNIT 2 TO THE NORTH LINE OF WIEDNER'S LEGACY SUBDIVISION; THENCE EAST, ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST, TO THE WEST LINE OF THE RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID RESUBDIVISION OF LOT 8 OF THE LANDINGS RESUBDIVISION; THENCE EAST ALONG SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED TO THE EAST LINE OF DIVISION DRIVE; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTH LINE OF GALENA BOULEVARD; THENCE EAST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF STATE ROUTE 47; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED, TO THE SOUTH LINE OF U.S. ROUTE 30 EXTENDED EAST; THENCE WEST ALONG SAID SOUTH LINE EXTENDED AND THE SOUTH LINE OF SAID U.S. ROUTE 30 TO THE EAST LINE OF LOT 235 IN SUGAR CREEK SUBDIVISION, UNIT 1, PHASE 2; THENCE SOUTH ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED TO THE SOUTH LINE OF BASTIAN DRIVE; THENCE WEST ALONG SAID SOUTH LINE TO THE NORTHEAST CORNER OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE SOUTH ALONG THE EAST LINES OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION; THENCE WEST ALONG THE SOUTH LINE OF PRAIRIE GLEN OFFICE PARK SUBDIVISION TO THE EAST LINE OF MUNICIPAL DRIVE; THENCE NORTHWESTERLY, PERPENDICULAR TO SAID EAST LINE, TO THE WEST LINE OF SAID MUNICIPAL DRIVE; THENCE NORTHERLY, ON SAID WEST LINE TO THE NORTHEAST CORNER OF LOT 1 IN SUGAR GROVE LIBRARY RESUBDIVISION; THENCE WESTERLY, ON THE NORTH LINE OF SAID LOT 1, TO THE NORTHEAST CORNER OF LOT 27 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE NORTHWESTERLY ALONG THE NORTHEAST LINE OF SAID LOT 27 TO THE SOUTH LINE OF PARCEL 2 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF INDIGO DRIVE; THENCE WESTERLY TO THE NORTH CORNER OF LOT 105 IN PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WESTERLY, SOUTHERLY AND EASTERLY ALONG THE EASTERLY LINE OF PARCEL 1 IN PRAIRIE GLEN SUBDIVISION UNIT 1 TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 20; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTH LINE OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF PRAIRIE GLEN SUBDIVISION UNIT 1; THENCE

WESTERLY, ON THE NORTH LINE OF THE BURLINGTON NORTHERN RAILROAD RIGHT OF WAY, TO THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-041; THENCE NORTHERLY, ON SAID WEST LINE, TO THE SOUTH LINE OF SAID U.S. 30; THENCE NORTHERLY TO THE INTERSECTION OF THE NORTH LINE OF SAID U.S. 30 WITH THE WEST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-100-030; THENCE NORTHERLY, ON SAID WEST LINE, 456 FEET MORE OR LESS, TO THE NORTH LINE OF SAID SECTION 19; THENCE EASTERLY, ON SAID NORTH LINE, TO THE EAST LINE OF A PARCEL OF LAND WITH P.I.N. OF 14-19-200-015; THENCE SOUTHERLY, ON SAID EAST LINE, TO THE NORTH LINE OF SAID U.S. 30; THENCE EAST ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF MUNICIPAL DRIVE. THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTHERLY 550.00 FEET OF THE NORTH HALF OF SAID SECTION 17; THENCE WESTERLY ALONG SAID NORTH LINE TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, THAT IS 950.00 FEET EASTERLY OF (MEASURED ALONG THE NORTH LINE OF SAID SECTION 17) THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID PARALLEL LINE TO THE NORTH LINE OF SAID SECTION 17; THENCE NORTH ALONG THE EAST LINE OF THE WEST 950.00 FEET OF SAID SECTION 8, TO THE NORTH LINE OF THE SOUTH 370.00 FEET OF SAID SECTION 8; THENCE WEST ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE AND THE WEST LINE OF SAID SECTION 17 TO THE SOUTH LINE OF WHEELER ROAD; THENCE WEST ALONG THE SOUTH LINE OF SAID WHEELER ROAD TO THE WEST LINE OF ESKER DRIVE EXTENDED SOUTH; THENCE NORTH ALONG SAID WEST LINE EXTENDED SOUTH AND THE WEST LINE OF SAID ESKER DRIVE TO WEST LINE OF SAID SECTION 8; THENCE SOUTH ALONG SAID WEST LINE TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 8; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPTING THEREFROM PARCEL 109 IN PRAIRIE GLEN SUBDIVISION UNIT 1.

 Northeast Airport TIF District #2 Boundary

