

Nov. 17 2020 Council QA

Tuesday, November 10, 2020 4:24 PM

I. CONSENT AGENDA:

1. **20-1336** Approve the cash disbursements for the period of 10/01/2020 through 10/31/2020 for a total of \$28,439,085.80
2. **20-1325** Approve the minutes of the City Council Budget Workshop #1 of October 26, 2020
3. **20-1356** Approve the regular City Council meeting minutes of November 4, 2020
4. **20-1355** Approve the City Council meeting schedule for November & December 2020 and January 2021
5. **20-859** Approve the award of Change Order #3 to Contract 18-007, Elevator Maintenance Contract, to Otis Elevator for an amount not to exceed \$15,000 and a total award of \$158,600
6. **20-888** Approve the award of Sole Source Procurement 20-320, Naviline Public Administration and Public Safety CAD/RMS Software Maintenance and Support, to CentralSquare Technologies for an amount not to exceed \$374,803 and for a one-year term
7. **20-1276** Approve the award of Option Year One to Contract 18-285, Water Meter Replacement Program, to HBK Water Meter Service, Inc. for an amount not to exceed \$572,700 plus a 3% contingency and for a one-year term

Q:	<p>Was there or is there a savings since the company didn't get as many installed as planned? Previous contract and this contract?</p> <p>Was there a 2% increase from the company that was just awarded the work for the larger diameter meters?</p>	Hinterlong
A:	<p>Due to the pandemic there will be a savings against this line item as the 2020 budget assumed more meters would have been installed. The 2021 Budget assumes 6,000 meter installations.</p> <p>The first option year for Contract 19-077, 1.5-inch Water Meter Replacement Services, to Calumet City Plumbing Co., Inc was approved at the last City Council meeting with no increase in their unit pricing.</p>	Blenniss

8. **20-1109B** Approve the award of Bid 20-306, Biosolids Removal Services, to Stewart

Spreading Inc. for an amount not to exceed \$499,000 for a two-year term

9. **20-1324** Approve the award of Option Year Two to Contract 18-221, Accounting and Payroll Services, to Lauterbach & Amen, LLP for an amount not to exceed \$172,020 for a one-year term
10. **20-1280** Approve the award of Sole Source Procurement 20-382, Schweitzer Electric Laboratory (SEL) Transformer Fault Indicators, to A Star Electric for an amount not to exceed \$242,500
11. **20-1311** Approve Mayoral appointments to the Sister Cities Commission and the Riverwalk Commission
12. **20-1359** Accept the public underground, street and streetlight improvements associated with Ashwood Crossings, Ashwood Park North Unit 4, Avenida Senior Living and Charleston Row II
13. **20-1275B** Waive the first reading and pass the ordinance to establish one-way and two-way stop controls for streets within the Atwater subdivision (requires six positive votes)
14. **20-1288B** Waive the first reading and pass the ordinance to establish one-way and two-way stop controls for streets throughout Naperville (requires six positive votes)
15. **20-1293B** Waive the first reading and pass the ordinance to regulate parking on Cantore Road (requires six positive votes)
16. **20-1317** Waive the first reading and pass the ordinance amending Title 8 (Public Utilities) Chapter 1 (Electricity) Article B (Service Rules and Policies) Part 2 (Communications) of the Municipal Code regarding the transformer upgrade costs and residential electrical vehicle charging stations (requires six positive votes)
17. **20-1129** Waive the applicable provisions of the Naperville Procurement Code and award Procurement 20-368, External Audit Services, to Sikich LLP in an amount not to exceed \$105,830 and for a one-year term (requires six positive votes)

Q:

Were other RFPs for services not written/sent out due to staff / COVID restraints, or was this the only one?

Sullivan

A:	This is the only RFP that was delayed by the Finance Department due to workload changes during the pandemic.	Mayer
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- 18. 20-1250B** Receive the staff report for Waldron Resubdivision (610 N. Sleight Street) - PZC 20-1-067 (Item 1 of 4)

Q:	Since it is a creation of a new lot, will they have to pay school and park donations? Are they aware of the setbacks and utility easement associated with the new lot? And that if any variances associated with them are created by this subdivision and the hardship was created by them?	Hinterlong
A:	Yes, the petitioner is required to pay school and park donations for the new construction on Lot 1 and has selected the per permit payment option (per Section 7-3-5:5.2.2 of the Municipal Code). Yes, the petitioner is aware of the setbacks and the location of the utility easement on the new lot (Lot 1). The petitioner is also aware that any new construction on Lot 1 shall comply with the setback requirements unless a setback variance is approved by the City Council, and shall stay outside of the utility easement unless an encroachment agreement is entered into with the City. While each variance is reviewed on a case-by-case basis, City staff would likely not consider the lot size/shape resulting from the proposed resubdivision as a hardship which would justify a variance related to any proposed new construction.	Mattingly

- 19. 20-1364** Pass the ordinance approving the Preliminary/Final Plat of Subdivision and OAA for Waldron Resubdivision (610 N. Sleight Street) - PZC 20-1-067 - (Item 2 of 4)
- 20. 20-1365** Pass the ordinance approving a temporary use for Waldron Resubdivision (610 N. Sleight Street) - PZC 20-1-067 - (Item 3 of 4)
- 21. 20-1366** Pass the ordinance approving a variance to Section 6-6A-6 for the subject property located at 610 N. Sleight Street (Waldron Resubdivision) - PZC 20-1-067 - (Item 4 of 4)
- 22. 20-1235B** Pass the ordinance approving a variance to reduce the fencing requirement along the subject property's west property line (Costco Fence) - PZC 20-1-087
- 23. 20-1305** Pass the ordinance approving an extension to ordinance 20-004 allowing a temporary banner to remain on the east wall of the Loggia Building (123

Water Street) subject to stated conditions

	<p>Please Note: Petitioner mailing address was incorrect on the ordinance. An updated copy with the corrected address is provided.</p>	<p>Emery</p>
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- 24. **20-1249B** Pass the ordinance granting a variance to permit a 6’ tall solid fence in the required corner side yard for the property located at 616 Caraway Court- PZC 19-1-095
- 25. **20-1361** Pass the ordinance approving an Amended Owner’s Acknowledgment and Acceptance Agreement for Lincoln at CityGate Centre. The OAA is included.
- 26. **20-1197B** Pass the ordinance amending the Naperville Municipal Code to expand and replace the Housing Advisory Commission and fair housing ordinance with the Human Rights and Fair Housing Commission and human rights and fair housing ordinance

<p>Q:</p>	<p>There is factual information outstanding and staff agreed to have a follow-up meeting. I did not receive that invite. Why? I was left out in the dark. Please have this matter tabled.</p>	<p>Gustin</p>
<p>A:</p>	<p>After the meeting with the City of Chicago and Department of Justice, Councilwoman Gustin submitted questions on other communities and processes within the ordinance. There was miscommunication on the need for a follow up meeting prior to agenda issuance. This item will be pulled from consent for consideration of tabling to December 15th.</p>	<p>Schatz</p>

- 27. **20-1322** Adopt the resolution authorizing dissolution of the West Suburban Mass Transit District
- 28. **20-1344** Adopt the resolution authorizing an intergovernmental agreement between the City of Naperville and the Naperville Fire Protection District for participation in the Will County and DuPage County local government COVID-19 reimbursement program

<p>Q:</p>	<p>Are we eligible for any compensation for coverage by our police department in the unincorporated areas?</p>	<p>Hinterlong</p>
<p>A:</p>	<p>The City qualified for these additional funds because the City is the contractual</p>	<p>Mayer</p>

service provider of EMS and fire services to residents living in the fire protection district. The Police Department only provides services to unincorporated areas on a mutual aid basis. The Sheriff's Office is the primary law enforcement agency in those areas, so the County would be the recipient of those funds. At this point, the City has received all dollars allocated to us, totaling \$7.2 million, and we have received no new information on any future allocations.

29. 20-1357 Adopt the resolution authorizing execution of an agreement between the City of Naperville and Naperville Community Television

<p>Q:</p>	<p>Please provide a list of the number of City Council liaisons for each City Board and Commission? How many Commission and Boards can have more than one liaison? Can staff provide the NCTV financials and total dollar received from the City via budget? Can the City use PEG fees for other items within the City? If so, please give examples.</p>	<p>Gustin</p>																										
<p>A:</p>	<p>Below is a list of City Council liaisons on City Board/Commissions:</p> <table border="1" data-bbox="305 835 1078 1444"> <tr> <td>Advisory Commission on Disabilities</td> <td>Hinterlong</td> </tr> <tr> <td>Downtown Advisory Commission</td> <td>Kelly, White</td> </tr> <tr> <td>Emergency Telephone System Board</td> <td>Sullivan</td> </tr> <tr> <td>Financial Advisory Board</td> <td>Krummen</td> </tr> <tr> <td>Historic Preservation Commission</td> <td>Kelly</td> </tr> <tr> <td>Housing Advisory Commission</td> <td>Kelly</td> </tr> <tr> <td>Liquor Commission</td> <td>Chirico</td> </tr> <tr> <td>Naper Settlement Museum Board</td> <td>Hinterlong, Chirico</td> </tr> <tr> <td>Naperville Public Library Board</td> <td>Gustin</td> </tr> <tr> <td>Public Utilities Advisory Board</td> <td>Krummen</td> </tr> <tr> <td>Riverwalk Commission</td> <td>Brodhead</td> </tr> <tr> <td>SECA Commission</td> <td>Sullivan</td> </tr> <tr> <td>Sister Cities Commission</td> <td>Gustin</td> </tr> </table> <p>Municipal code requires a City Council representative to serve on: Naper Settlement Museum Board, Naperville Public Library Board, Financial Advisory Board, Public Utilities Advisory Board, Sister Cities Commission and the Riverwalk Commission.</p> <p>Additionally, Council members serve as liaisons to several non-City Boards (e.g. Naperville Development Partnership, Downtown Naperville Alliance, NCTV17 Board). Councilman Krummen and Councilman White both currently serve as liaisons to the NCTV17 Board.</p> <p>The proposed 2021 annual budget includes \$657,000 in funding for NCTV. This includes an estimated \$427,000 in PEG revenues and \$230,000 in charges for services. The total request is nearly flat to the 2020 budget request; however, as PEG revenues continue to decline, the proportionate amount charged for services has increased. The City could use PEG revenue</p>	Advisory Commission on Disabilities	Hinterlong	Downtown Advisory Commission	Kelly, White	Emergency Telephone System Board	Sullivan	Financial Advisory Board	Krummen	Historic Preservation Commission	Kelly	Housing Advisory Commission	Kelly	Liquor Commission	Chirico	Naper Settlement Museum Board	Hinterlong, Chirico	Naperville Public Library Board	Gustin	Public Utilities Advisory Board	Krummen	Riverwalk Commission	Brodhead	SECA Commission	Sullivan	Sister Cities Commission	Gustin	<p>Barfuss/ Mayer</p>
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Sister Cities Commission	Gustin																											

	<p>for its own uses. Those uses are limited and include funding capital costs related to broadcasting public access programming, such as A/V equipment in Council Chambers. In most years, the City would not incur many costs of this type. NCTV bears most of the capital costs associated with our public access broadcasting. The proposed budget is attached.</p>	

L. ORDINANCES AND RESOLUTIONS:

- 20-1360** Conduct the first reading of alternative ordinances amending the Naperville Municipal Code regulation of conflicts of interest

<p>Q:</p>	<p>The ordinance does not consider whether there is a material or substantial interest in the “Interested Entities.” Example- I am a Girl Scout leader, if they come and object to a measure am I required to disclose that I am a Girl Scout member? Is the mere membership so material and substantial that it requires immediate disclosure and recusal?</p> <p>Why do we not break out business ownership, organizations, or a membership in an organization like Rotary Club, Woman’s Club, etc.? There is a difference between having an ownership interest and having a membership in a social organization.</p> <p>Use of the word objector and proponent, if added, is unacceptable for recusal. For example, Mr. Smith donated \$600 to my campaign. Mr. Smith expects that I am in favor a matter before the Council. Mr. Smith disfavors the matter. When Mr. Smith appears before the council as an objector he has just eliminated my vote by causing me to recuse myself. The result being Mr. Smith's campaign donation bought his ability to negate my vote on council. This would lead toward disclosure and not recusal as the best regulation to adopt. What does staff recommend to clarify?</p> <p>Can staff add a third option that council member can disclose and can participate in discussion however can vote to abstain? Example: A Councilmember has a specific knowledge, engineering, law, etc.</p> <p>What’s the process to call “the matter on the City agenda?” Will there be a due process so Councilmembers are not subject to political harassments?</p>	<p>Gustin</p>
<p>A:</p>	<p>The proposed ordinances are intended to address Council member interests based on the acceptance of campaign donations. In the Girl Scouts example, a disclosure or recusal based on participation in the Girl Scouts would not be required unless the Council Member accepted more than \$500 in campaign donations from the Girl Scouts (during previous Mayoral/Council campaign through the present).</p>	

	<p>The proposed ordinances define an "Interested Entity" as any individual person, organization, union, partnership, proprietorship, firm or corporation who is a petitioner; public objector; or agent or representative of a petitioner or public objector, concerning a matter pending before the City Council. Organizations like Rotary Club, Women's Club, etc. could be considered an Interested Entity under the proposed ordinances if those organizations donated more than \$500 to a Council member during the Council member's previous Mayoral/Council campaign through the present.</p> <p>To address the Mr. Smith example, some options Council may choose consider are:</p> <ol style="list-style-type: none"> 1. Limit the ordinances to pertain to petitioners and not include public objectors; 2. Limit the ordinance to pertain to instances when a Council member intends to vote in the interest of the Interested Entity; or 3. Council may choose to only require public disclosure of having received a Relevant Campaign Contribution and not require recusal from participating or voting on the matter. <p>If directed by Council, staff can incorporate into the ordinance allowing a Council member with a disclosable interest to participate in Council deliberations/discussions of the relevant matter, but requiring recusal from voting on it.</p> <p>The calling of a matter on a Council agenda comes when the matter is publicly introduced on the agenda (currently, agenda items are primarily called by Deputy City Manager Marcie Schatz).</p> <p>These are Council's Rules for governing itself. Council will be in control of how to apply and enforce these rules. The Council rules of procedure provide an opportunity for a Council member to respond to any comments or allegations made by another Council member.</p>	
<p>Q:</p>	<p>a) Could we add language to the ordinance so that the candidate committee's D-2 filings will be the official record the Councilmember is responsible for disclosing?</p> <p>b) Can we change the wording in section 1.1 to be more specific that period is the Council members' most recent City Council campaign cycle through present? In other words, a member need only disclose or recuse for monies/donations from the most recent campaign cycle prior to the election for the term they are currently serving (as well as the current term they are serving)?</p>	<p>Sullivan</p>
<p>A:</p>	<p>A. Yes, the "Relevant Campaign Contribution" definition in the ordinance may be amended to specify that the Relevant Campaign Contributions are those file with and recorded by the Illinois State Board of Elections pursuant to the Illinois Campaign Disclosure Law.</p> <p>B. Yes, the "Relevant Campaign Contribution" definition in the ordinance may be amended to specify that the Relevant Campaign Contributions are those received during the period of the Council member's most recent past Naperville Mayoral or City Council election campaign through the present.</p>	<p>DiSanto</p>
<p>Q:</p>	<p>Is ethics reform and/or campaign finance reform amongst our list of legislative priorities? If not, has it ever been?</p>	<p>Coyne</p>
<p>A:</p>	<p>Staff is not aware of ethics reform or campaign finance reform having been a</p>	<p>DiSanto</p>

legislative priority for the City.

M. AWARD OF BIDS AND OTHER ITEMS OF EXPENDITURE:

- 1. **20-1190** Approve the award of Option Year One to Contract 20-032, Sanitary Sewer Service Lateral Lining and Vac-A-Tee, to Performance Pipelining, Inc. for an amount not to exceed \$1,249,980, and a 3% contingency

Q:	Does staff have an online map of completed sanitary sewer lining and Vac? If not can you provide? What percentage is pending completion and anticipated future expense?	Gustin
A:	The last three years we have spent \$4,393,350 or about \$1.46 million per year on this program. This should accurately represent the level of effort annually for the next ten years. 3,714 or 80% completed to date with 986 or 20% scheduled for the future. Attached you will find a map detailing the future lateral lining 10 year plan.	Blenniss

O. REPORTS AND RECOMMENDATIONS:

- 1. **20-1353** Receive the November 2020 Financial Report

	Please note: In light of the ongoing budget workshops and associated conversations, staff will not have a formal PowerPoint presentation to go along with the November financial report.	Mayer

13PIN: 07-13-440-009

ADDRESS:
123 WATER STREET
NAPERVILLE, IL 60540

PREPARED BY:
CITY OF NAPERVILLE
LEGAL DEPARTMENT
630/420-4170

RETURN TO:

CITY OF NAPERVILLE
CITY CLERK'S OFFICE
P.O. BOX 3020
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60566-7020

ORDINANCE NO. 20 - _____

**AN ORDINANCE GRANTING AN EXTENSION TO THE
TEMPORARY USE GRANTED BY ORDINANCE 17-084
TO ALLOW A TEMPORARY BANNER TO BE DISPLAYED AT
123 WATER STREET**

RECITALS

1. **WHEREAS**, Water Street Property Owner, LLC, 135 South Main Street, Suite 400, Naperville, Illinois ("Petitioner"), has petitioned the City of Naperville for approval of an extension to the temporary use granted by Ordinance 17-084, extended by Ordinances 18-090 and 20-004 to allow for a temporary banner to remain on the east wall of the Loggia Building located at 123 Water Street, Naperville, Illinois ("Subject Property"), legally described on **Exhibit A**; and
2. **WHEREAS**, the Subject Property is currently zoned B4 (Downtown Core); and
3. **WHEREAS**, per Section 6-15-5:3 (Signs on Commercial and Institutional Property: Temporary Signs), temporary signs up to a maximum of 32 square feet in size may be displayed on a commercial property for up to 4 weeks per calendar year; and

4. **WHEREAS**, per Ordinance 17-084, the Petitioner was granted a temporary use to install a 20' x 33' temporary banner (660 square feet) on the east wall of the Loggia Building, as depicted on **Exhibit B**, on the Subject Property through June 20, 2018 or upon erection of the west wall of the structure located at 315 S. Main Street, whichever comes first; and
5. **WHEREAS**, per Ordinance 18-090, the temporary use granted by Ordinance 17-084 was extended through December 31, 2019; and
6. **WHEREAS**, per Ordinance 20-004, the temporary use was extended again through December 31, 2020; and
7. **WHEREAS**, the Petitioner has submitted a request, which is attached as **Exhibit C**, requesting extension of the approved temporary use through December 31, 2021; and
8. **WHEREAS**, the City Council has determined that the temporary use should be extended in accordance with the terms provided below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule powers, as follows:

SECTION 1: The foregoing recitals are incorporated as though fully set forth here. All exhibits referenced in this Ordinance shall be deemed incorporated and made part hereof.

SECTION 2: An extension to the temporary use granted through Ordinance 17-084 and extended per Ordinances 18-090 and 20-004 to permit the installation of a 20' x 33' temporary banner on the east wall of the Loggia Building located at the Subject Property, as depicted on **Exhibit B**, is hereby granted subject to the following conditions:

1. The banner shall be removed from the Loggia Building upon erection of the west wall of the structure located at 315 S. Main Street or issuance of a written notice from the City Manager which shall not occur prior to December 31, 2021.
2. If, during the term of the temporary use, the banner becomes deteriorated, faded, or torn, it shall be removed; in such instances, said banner may be replaced and reinstalled, if so desired, provided that the term of the temporary use has not yet expired.
3. No additional signage, other than the banner depicted on **Exhibit B**, shall be installed on this wall of the Loggia Building during the period of the approved temporary use.

SECTION 3: This Ordinance is subject to all conditions and requirements set forth in the Naperville Municipal Code, as amended from time to time.

SECTION 4: The City Clerk is authorized and direct to record this Ordinance with the DuPage County Recorder.

SECTION 5: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____, 2020.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2020.

Steve Chirico
Mayor

ATTEST:

Pam Gallahue, Ph. D.
City Clerk

PROPERTY ADDRESS:
2132 CITYGATE LANE
NAPERVILLE, IL 60563

P.I.N.S
07-03-103-017
07-03-103-018

RETURN TO:
CITY OF NAPERVILLE
CITY CLERK'S OFFICE
400 SOUTH EAGLE STREET
NAPERVILLE, IL 60540

**AMENDED
OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR LINCOLN AT CITYGATE CENTRE**

This Owner's Acknowledgement and Acceptance Agreement for Lincoln at CityGate Centre ("Agreement") located at 2132 CityGate Lane, Naperville, IL 60563, is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("City" or "City of Naperville"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and CityGate Centre Ventures LLC, a Delaware limited liability company ("OWNER AND DEVELOPER"), c/o Joe Segobiano, with offices at 1110 Jorie Boulevard, Oak Brook, IL 60523. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "Parties" and sometimes individually as "Party". In addition, Calamos Property Holdings, LLC ("CALAMOS") is a Party to this Agreement and shall be bound hereby for the purposes identified in paragraph 12 hereof.

RECITALS

A. This Agreement pertains to certain real property located within the corporate limits of the City of Naperville with a common address of 2132 CityGate Lane, Naperville, IL 60563, having parcel identification numbers of 07-03-103-017 and 07-03-103-018 (hereinafter referred as the "**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the contract purchaser of the SUBJECT PROPERTY.

B. The SUBJECT PROPERTY is subject to the terms and conditions set forth in the following ordinances ("**Lincoln at CityGate Centre Ordinances**"), approved for the SUBJECT PROPERTY by the Naperville City Council on September 4, 2019:

- | | |
|------------------|--|
| Ordinance 19-123 | An ordinance approving a major change to the CityGate Centre PUD in order to permit a conditional use for multi-family dwelling units in OCI and approving a preliminary PUD plat with certain deviations (" Preliminary PUD Plat "); |
| Ordinance 19-124 | An ordinance approving a preliminary plat of subdivision for Lots 2 and 3 of CityGate Centre Subdivision; and |

Ordinance 19-125 An ordinance approving a variance from Section 5-2C-3 (Exterior Wall Construction) of Title 5 (Building Regulations) of the Naperville Municipal Code.

C. OWNER AND DEVELOPER has petitioned the City for approval of a Final Plat of Subdivision for the Lincoln at CityGate Centre Subdivision (“**Final Subdivision Plat**”) in order to consolidate a portion of Lot 3 into Lot 2 and to vertically subdivide the SUBJECT PROPERTY for future ownership purposes.

D. OWNER AND DEVELOPER has requested amendment of this Agreement to include CALAMOS as a Party hereto for the limited purposes described in Paragraph 12 hereof.

D. By entering into this Agreement, the City is acting pursuant to its home rule authority under the Constitution and laws of the State of Illinois.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Ongoing Compliance.** In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time; and (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY, including but not limited to the Lincoln at CityGate Centre Ordinances.
3. **Development of the SUBJECT PROPERTY.** OWNER AND DEVELOPER shall construct all improvements related to the development of the SUBJECT PROPERTY in compliance with final engineering plans prepared by Kimley-Horn and Associates, Inc., dated January 31, 2020, last revised April 14, 2020 (“**Final Engineering Plans**”) at its sole cost unless otherwise provided herein.
4. **School Donation: \$163,638.03** (based on 211 one-bedroom apartment units and 74 two-bedroom apartment units), in accordance with Table A (attached). OWNER AND DEVELOPER acknowledges that the required school donation amount (\$163,638.03) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. Section 7-3-5:4.1 estimates that the proposed 285 apartment units will generate 21.8 students to Indian Prairie School District 204 (“**SCHOOL DISTRICT #204**”). OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the “Estimated Lump Sum Payment” provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code.

OWNER and DEVELOPER agrees that payment of the school donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Final Subdivision Plat for the SUBJECT PROPERTY.

4.1 **Potential Additional School Donation.** SCHOOL DISTRICT #204 does not agree that the proposed 285 apartment units will generate 21.8 students and estimates the apartment units will generate 112.9 students. Therefore, OWNER AND DEVELOPER agrees that one year after issuance of the certificate of occupancy for the apartment building, SCHOOL DISTRICT #204 will notify OWNER AND DEVELOPER if any additional students above 22 students have enrolled in Indian Prairie School District #204. Upon notification that over 22 students have enrolled in Indian Prairie School District 204, OWNER AND DEVELOPER will verify the number of additional students and the enrollment of said students. OWNER AND DEVELOPER will then be required to pay SCHOOL DISTRICT #204 the amount of \$7,506.33 (\$163,638.03 divided by 21.8) for each student above 22 students for up to a total of 22 additional students as described in the letter from School District #204 which reflects the foregoing agreement between School District #204 and the OWNER AND DEVELOPER and is attached to this Agreement and made part hereof as **Exhibit A**.

5. Park Donation: \$1,142,670.43 (based on 211 one-bedroom apartment units and 74 two bedroom apartment units and a 20% credit for the provision of private open space), in accordance with Table B (attached). OWNER AND DEVELOPER acknowledges that the required park donation amount (\$1,142,670.43) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER is eligible for a 20% credit in the total park donation payment due to the provision of private open space for recreation areas and facilities pursuant to Section 7-3-5:1.3 (Dedication of Park Lands and School Sites or For Payments of Fees in Lieu of: Credit for Private Open Spaces and Recreation Areas). The required park donation without the 20% credit would be \$1,433,094.96. OWNER AND DEVELOPER has negotiated an agreement with the Naperville Park District regarding the 20% credit and required amenities which will be recorded with the DuPage County Recorder, and is attached to this Agreement, and made part hereof, as Exhibit B.

OWNER AND DEVELOPER has elected to pay the cash-in-lieu of a contribution of land as described above for the required park donation pursuant to the "Estimated Lump Sum Payment" provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code. OWNER and DEVELOPER agrees that payment of the park donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Final Subdivision Plat for the SUBJECT PROPERTY.

6. Fees Due. OWNER AND DEVELOPER shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:

6.1 Engineering Review Fee: \$5,118.07 (1.65% of the approved engineer's cost estimate). This fee is due prior to recording the Final Plat of Subdivision for the SUBJECT PROPERTY.

6.2 Infrastructure Availability Charges and User Fees. Upon a request for connection and service to the City's water or sanitary system, OWNER AND DEVELOPER shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code, as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

6.3 Facility Installation Charges and User Fees. Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.

7. Financial Surety. Financial surety in a form and from a source acceptable to the City Attorney shall be provided and maintained by the OWNER AND DEVELOPER in the amount of \$341,204.60 (110% of the approved engineer's cost estimate) which guarantees the completion of public improvements and soil erosion and sedimentation control for the SUBJECT PROPERTY ("**Public Improvements**"). Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the Public Improvements have been accepted by the CITY, the OWNER AND DEVELOPER shall remain obligated for completion of said Public Improvements and/or (at the City's sole discretion) to pay any costs for said Public Improvements to the extent that the surety is not sufficient to pay for the costs of the Public Improvements, or in the event of any denial, or partial denial of coverage by the surety, or failure of the surety to timely respond to a demand for payment. Prior to acceptance of the Public Improvements by the City, the OWNER AND DEVELOPER shall provide the City with a maintenance surety for the Public Improvements in a form approved by the City Attorney and in conformity with the Naperville Municipal Code then in effect.

As to any surety, or maintenance surety, provided by the OWNER AND DEVELOPER to the City hereunder, the OWNER AND DEVELOPER agrees that: (1) at no time shall the City be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the City to draw on said surety.

8. Building Permits. No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the Final Subdivision Plat has been recorded and until the City has determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

9. Rental Units. OWNER AND DEVELOPER agrees that all units in the SUBJECT PROPERTY will be for rental only and will not be utilized as condominiums. This provision is binding on the OWNER AND DEVELOPER and its respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER. The City has the right, but not the obligation, to enforce this provision. The City Council may agree to waive this requirement in the future.

10. Landscaping. The OWNER AND DEVELOPER agrees to install trees and landscaping materials on and adjacent to the SUBJECT PROPERTY as depicted on the final landscape plan prepared by Daniel Weinbach & Partners, Ltd. on January 15, 2020, last revised on March 27, 2020. The landscaping must be completed to the satisfaction of the City Engineer no later than April 7, 2023. The City shall have the right to withhold issuance of any further building and occupancy permits for failure to complete the landscaping punch list items by April 7, 2023. Said timeframe may be modified by written approval of the City Engineer.

11. Attainable Housing Donation. OWNER AND DEVELOPER has offered to contribute two hundred thousand dollars (\$200,000.00) to the City to promote affordable or attainable housing in the City, or for such other related purpose as the City deems appropriate in its sole discretion. Said payment shall be made prior to issuance by the City of a building permit for any portion of the SUBJECT PROPERTY.

12. Traffic Signal. CALAMOS agrees that CALAMOS shall, at its cost without reimbursement or participation by the OWNER AND DEVELOPER or any affiliate thereof, or by the City, complete the design, installation, and construction associated with a traffic signal at Ferry Road and Comfort Drive within twelve (12) months of CALAMOS's receipt of all necessary approvals to construct the aforementioned traffic signal, including without limitation, CALAMOS's obtaining permitting from the DuPage Department of Transportation. The Parties acknowledge and agree that the DuPage Department of Transportation's issuance of permitting is contingent on signal warrants being met at said intersection. Permitting will be required through DuPage County. Once the traffic signal is installed, the CITY will pay DuPage County for energy and maintenance costs. CALAMOS will not be responsible for any future maintenance costs of said traffic signal. In addition to the foregoing, subsections 13.1, 13.2, 13.5, and 13.6 of this Agreement are hereby incorporated and made part of this paragraph 12 as though fully set forth herein and shall be applicable to CALAMOS. CALAMOS has no responsibilities, duties or obligations under this Agreement other than as expressly set forth in this Paragraph 12. For the sake of clarity, OWNER AND DEVELOPER shall not be responsible for any traffic signal work and shall not be in breach of this Agreement or denied any rights or benefits under this Agreement if such work is not punctually or faithfully performed by CALAMOS. The foregoing notwithstanding, nothing herein provided in this Paragraph 12 is intended to prohibit CALAMOS from seeking participation in the cost of the design, installation, and construction of said traffic signal from any other entity.

13. General Conditions.

13.1 Binding Effect. City and OWNER AND DEVELOPER acknowledge and agrees that the terms contained herein shall be binding upon and inure to the benefit of the CITY and the OWNER AND DEVELOPER, and their respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER. CALAMOS acknowledges and agrees that the terms set forth in paragraph 12 of this Agreement, including but not limited to those terms incorporated by reference in paragraph 12, shall be binding upon CALAMOS and its successors, assigns, and transferees, and any subsidiary, affiliate or parent of CALAMOS.

13.2 Severability. It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

13.3 Amendment. The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the Parties hereto.

13.4 Assignment. This Agreement may not be assigned by any Party without the written consent of the other Parties, except that OWNER AND DEVELOPER shall have the right, without CALAMOS' or the City's consent, to assign this Agreement to an affiliate of Lincoln Property Company National LLC. OWNER AND DEVELOPER shall give prior written notice to the City Attorney that such assignment is intended, and shall document the affiliate status of the assignee.

13.5 Choice of Law and Venue. This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

13.6 Ambiguity. If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

13.7 Recordation. This Agreement will be recorded by the City with the office of the DuPage County Recorder.

13.8 Term. This Agreement shall be effective upon the Effective Date set forth in Section 13.14 hereof and shall terminate, without further action by either Party, upon the later of ten (10) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.

13.9 Automatic Expiration. If the final plat of subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the ordinance approving the final plat of subdivision and this Agreement by the City Council, the final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.

13.10 Survival. The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this Agreement: 1 through 8, 12, and 13.1, 13.2, 13.5, 13.6, and 13.10.

13.11 Authority to Execute/OWNER AND DEVELOPER. The undersigned warrants that he/she is the OWNER AND DEVELOPER of the SUBJECT PROPERTY, or is the duly authorized representative of the OWNER AND DEVELOPER of the SUBJECT PROPERTY in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.

13.12 Authority to Execute/City. The undersigned City Manager warrants that he has been directed to, and has the authority to, execute this Agreement. The undersigned City Clerk warrants that she has been directed to, and has the authority to, attest the signature of the City Manager on this Agreement.

13.13 Authority to Execute/CALAMOS. The undersigned warrants that he/she is authorized to enter into this Agreement and bind CALAMOS as provided herein.

13.14 Effective Date. The effective date of this Agreement ("Effective Date") shall be the date upon which it is fully executed by all Parties hereto.

13.15 ADDRESSES FOR NOTICES TO PARTIES

IF TO THE CITY:

City Engineer, City of Naperville
400 South Eagle Street
Naperville, Illinois 60540

WITH COPIES TO:

City Attorney, City of Naperville
400 South Eagle Street
Naperville, Illinois 60540

IF TO OWNER AND DEVELOPER:

CityGate Centre Ventures LLC
1110 Jorie Boulevard
Oak Brook, IL 60523
Attention: Joseph Segobiano
Telephone: (630) 572-6661
Email: jsegobiano@lpsi.com

WITH COPIES TO:

CityGate Centre Ventures LLC
c/o Lincoln Property Company
2000 McKinney Avenue, Suite 1000
Dallas, TX 75201
Attention: Kim McCormick
Telephone: 214.740.3535
Email: kmccormick@lpsi.com

IF TO CALAMOS:

Calamos Property Holdings LLC
2020 Calamos Court
Naperville, Illinois 60563-2787
Attention: Mr. Ken Witkowski
Telephone: (630) 245-1082
Email: kwitkowski@calamos.com

WITH COPIES TO:

Calamos Property Holdings LLC
2020 Calamos Court
Naperville, Illinois 60563-2787
Attention: Legal Department
Telephone: (630) 245-7200
legalnotices@calamos.com

13.16 Entirety. This Agreement amends and restates that Owner's Acknowledgement and Acceptance Agreement for Lincoln at CityGate Centre between OWNER AND DEVELOPER and the CITY dated May 19, 2020, in its entirety.

/SIGNATURES ON FOLLOWING PAGES/

OWNER AND DEVELOPER:

CITYGATE CENTRE VENTURES LLC,
a Delaware limited liability company

By: LPC MM CityGate LLC,
a Delaware limited liability company
its managing member

By: LPC Manager, Inc.,
a Delaware corporation,
its manager

By: [Signature]
Name: JOE SEGORIANO
Title: AUTHORIZED REP

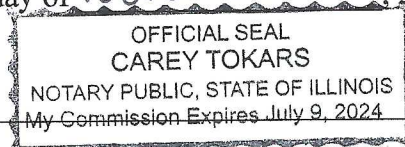
State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by JOE SEGORIANO, a VICE PRESIDENT of LPC Manager, Inc., in its capacity as manager of LPC MM CityGate LLC, in its capacity as manager member of CITYGATE CENTRE VENTURES LLC, a Delaware limited liability company, as the act and deed of CITYGATE CENTRE VENTURES LLC, for the uses and purposes therein set forth.

[Signature]
Notary Public

Carey Tokars
Print Name

Given under my hand and official seal this 9 day of November, 2020.



-Seal-Notary Public

My Commission Expires: 07/09/2024

CALAMOS PROPERTY HOLDINGS LLC [Only for the purposes set forth in paragraph 12]:



[Signature]


JAMES R ADAMS

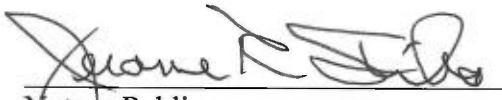
[Printed name]

SVP, CFO and Treasurer

[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by  this 10 day of November, 2020.



Notary Public

JEROME R SKIBA

Print Name

Given under my hand and official seal this 10 day of NOVEMBER, 2020.



My Commission Expires: 11-02-23



*Business Office
Jay Strang, Chief School Business Official*

September 18, 2019

Mrs. Allison Laff
City of Naperville
Planning Team Operations Manager
South Eagle Street
Naperville, Illinois

RE: Lincoln at City Gate

The Board of Education has evaluated the proposed Lincoln at City Gate development. As always, the primary concerns of the district are the estimated number of children to be generated by the project, the capacity of the schools which would serve this development and the balance between estimated revenues generated vs. cost to educate the students generated from the development.

Several discussions over the previous months have led to a deeper understanding of the true impact of residential developments on Indian Prairie School District 204. We appreciate the conversations and the efforts of all involved. With that being said, Lincoln at City Gate has proposed an option that more closely recognizes the potential impact of students coming from the development. The Board of Education has carefully considered this new proposal and can agree to support the development under the terms stated in the attached letter from Mr. Vince Rosanova dated September 10, 2019

If you have any further questions, please contact me at 630-375-3070.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Strang", is written over a horizontal line.

Jay Strang
Chief School Business Official

Cc: Board of Education, Indian Prairie School District
Dr. Karen Sullivan, Superintendent
Vince Rosanova, Rosanova & Whitaker Ltd.

Rosanova & Whitaker, Ltd.
Attorneys At Law

127 Aurora Avenue
Naperville, Illinois 60540
phone 630-355-4600 • fax 630-352-3610
www.rw-attorneys.com

September 10, 2019

VIA Email To: jay_strang@ipds.com

Jay Strang, Chief School District Official
Indian Prairie School District 204
780 Shoreline Drive
Naperville, Illinois 60564

Re: Lincoln at City Gate, Naperville, Illinois

Dear Mr. Strang:

On September 3, 2019 representatives from Lincoln Property Company met with School Board Members and proposed the below strategy to address the District's concern with current student generation. Putting aside our difference of opinion as to the number of students anticipated to be generated by Lincoln's development, we would like to offer the following strategy to address the District's concerns which is over and above what City Code requires.

At the time of recording the final plat of subdivision for the Lincoln at City Gate project, Lincoln will pay a land cash fee in the sum of \$184,741.32 which is based on the anticipated 24.8 students to be generated pursuant to the City's land cash ordinance currently in effect. Lincoln will not request any reduction to this number despite the fact Lincoln believes the actual student generation will be in the ballpark of 8 students.

To address the School District's concern that additional students over and above 24.8 may be generated, Lincoln will agree that at the 12 month anniversary of the certificate of occupancy issuance for this project, if there are additional students exceeding the 24.8 that Lincoln has already paid for, the District is to notify Lincoln and upon Lincoln confirming said enrollment, Lincoln will pay the sum of \$7,448.34 (\$184,741.32 divided by 24.8) for each student above 25 up to a total of 24 additional students.

Upon your review, please feel free to contact me for further discussion.

Very truly yours,

Vincent M. Rosanova

Vincent M. Rosanova

cc. Joe Segobiano – Lincoln Property Company
Kasey Evans – City of Naperville

EXHIBIT A

EXHIBIT C

Rosanova & Whitaker, Ltd.
Attorneys At Law

127 Aurora Avenue
Naperville, Illinois 60540
phone 630-355-4600 • fax 630-352-3610
www.rw-attorneys.com

September 10, 2019
Updated March 13, 2020

VIA Email To: jay_strang@ipisd.com

Jay Strang, Chief School District Official
Indian Prairie School District 204
780 Shoreline Drive
Naperville, Illinois 60564

Re: Lincoln at City Gate, Naperville, Illinois

Dear Mr. Strang:

On September 3, 2019 representatives from Lincoln Property Company met with School Board Members and proposed the below strategy to address the District's concern with current student generation. Putting aside our difference of opinion as to the number of students anticipated to be generated by Lincoln's development, we would like to offer the following strategy to address the District's concerns which is over and above what City Code requires.

At the time of recording the final plat of subdivision for the Lincoln at City Gate project, Lincoln will pay a land cash fee in the sum of \$163,638.03 which is based on the anticipated 21.8 students to be generated pursuant to the City's land cash ordinance currently in effect. Lincoln will not request any reduction to this number despite the fact Lincoln believes the actual student generation will be in the ball park of 8 students.

To address the School Districts concern that additional students over and above 21.8 may be generated, Lincoln will agree that at the 12 month anniversary of the certificate of occupancy issuance for this project, if there are additional students exceeding the 21.8 that Lincoln has already paid for, the District is to notify Lincoln and upon Lincoln confirming said enrollment, Lincoln will pay the sum of \$7,506,33 (\$163,638.03 divided by 21.8) for each student above 22 up to a total of 22 additional students.

Upon your review, please feel free to contact me for further discussion.

Very truly yours,

Vincent M. Rosanova

Vincent M. Rosanova

cc. Joe Segobiano – Lincoln Property Company

EXHIBIT A

EXHIBIT C

**AGREEMENT FOR LAND CASH CONTRIBUTION PURSUANT TO CITY OF
NAPERVILLE CODE SECTION 7-3-5:12.7**

THIS AGREEMENT is made this 20TH day of FEBRUARY, 2020 by and between the NAPERVILLE PARK DISTRICT, a body corporate and politic created pursuant to 70 ILCS 1205-1 et seq. and following Illinois Revised Statutes (1987), (The Park District Code), whose principal office is located at 320 West Jackson Avenue, Naperville, Illinois 60540 (hereinafter referred to as the “**District**”), and CityGate Centre Ventures, LLC a Delaware limited liability company, whose principal place of business is located at 1110 Jorie Boulevard, Suite 300, Oak Brook, Illinois 60523 (hereinafter referred to as the “**Developer**”).

WHEREAS, the Developer is the contract purchaser of a portion of lots 2 and 3 of the CityGate Centre Subdivision located in Naperville, Illinois (hereinafter referred to as “Property”); and

WHEREAS, the Developer will be developing the Property as a mixed-use development consisting of a +/- 40,000 square foot event center as well as 285 apartments (hereinafter referred to as the “**Project**”), all in accordance with the applicable zoning laws and ordinances of the City; and

WHEREAS, in accordance with Section 7-3-5:1.3 of the City of Naperville Municipal Code, the developer has designed the Project to include substantial open space and recreational facilities which will have the effect of reducing the demand for local public recreational services and Developer is therefore entitled to a reduction in its required land cash contribution; and

NOW THEREFORE, be it and it is hereby agreed by both the District and the Developer as follows:

1. The foregoing recitals shall be and are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.
2. The Developer agrees that the Project shall include the amenities and open space features as delineated on the Final Planned Unit Development Plan and Itemization of Amenities which are attached hereto as Exhibit A (hereinafter collectively referred to as "Amenities"). These Amenities are intended to relieve some pressure from the residents of the Project on the use of Park District facilities.
3. Provided that the Amenities are installed and available to the occupants no later than when 50% of the units are occupied, and further provided that the Amenities satisfy the requirements expressly set forth on Exhibit A, and further provided that the Amenities remain and continue to satisfy the requirements of Exhibit A for a term of fifteen (15) years from the date that the first of the Amenities is installed or placed on the Property (or the land adjacent thereto), then the District and Developer hereby agree that the Developer shall be granted a twenty percent (20%) reduction in its required land/cash payment obligation pursuant to Section 7-3-5:1.3 of the City of Naperville Municipal Code. A copy of the City's land cash table anticipating 285 apartments is attached hereto as Exhibit B. Should the bedroom or unit

count be modified by the Developer or City, the Developer shall pay the land cash fee then applicable, subject to the twenty percent (20%) reduction provided for herein.

4. The District and the Developer acknowledge that all portions of the Project shall be utilized solely by the Developer, its tenants, guests, lessees, licensees and invitees and nothing herein shall be construed as a grant to the public to utilize any portion of the Property or any of the Amenities without Developer's written permission. The private open space substituting for dedicated parks, and the Amenities to be installed or placed therein, shall be designed and constructed by the Developer in accordance with detailed plans approved by the City, upon review and comment by the Naperville Park District, and shall be maintained by the Developer in a good quality, condition and state of repair. Specifically, the Property's indoor fitness facility shall be well maintained, kept neat and clean and all exercise equipment installed or placed therein shall be kept in good working order. The exercise equipment installed or placed in the Property's indoor fitness facility shall be of a quality no less than that used by the Naperville Park District in its own facilities (as of the date of initial installation or placement of such exercise equipment in the fitness facility) and shall be of reasonable quantity as determined by reference to national standards. So long as the Developer satisfies the foregoing requirements, the Developer shall be conclusively deemed to have satisfied the requirements of Section 7-3-5:1.3 of the City of Naperville Municipal

Code (and its successors) with respect to private open space substituting for dedicated parks, and the Amenities installed or placed therein.

5. This Agreement shall be recorded with the DuPage County Recorder of Deeds.
6. This Agreement shall be binding upon the parties hereto and their successors and assigns.
7. In the event of a default by any party hereunder, the non-defaulting party shall be entitled to seek all remedies available at law or in equity including, without limitation, the specific performance of such defaulted obligation. All costs and expenses including but not limited to court costs and reasonable attorneys' fees incurred by the non-defaulting party as a result of the default or the defaulting party shall be paid by the defaulting party. No party shall be in default hereunder unless such party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving notice of the breach and a demand for cure by the other party.
8. The obligations of the Developer as set forth in this Agreement are expressly contingent on the Developer's acquisition of the Property and development of the Project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 2020.

NAPERVILLE PARK DISTRICT

By:  _____

Its: Board President _____

CITYGATE CENTRE VENTURES, LLC

By: _____

Its: _____

CITYGATE CENTRE VENTURES LLC
a Delaware limited liability company

By: LPC MM CityGate LLC
a Delaware limited liability company

By: LPC Manager, Inc.,
a Delaware corporation, its manager


By:  _____
Its: AUTHORIZED REPRESENTATIVE

Exhibit A
"Amenities"

1/27/2020

EXHIBIT B

EXHIBIT C

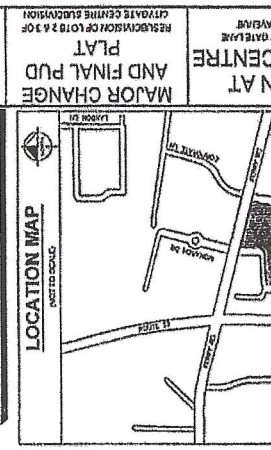
PROPERTY COMPANY
LINCOLN
CITYGATE CENTRE AND FINAL PUD
RESUBDIVISION OF LOT 3 OF
MAJOR CHANGE
CITYGATE CENTRE SUBDIVISION
ADJACENT TO CITYGATE BLVD
CITY OF DENVER

SCALE: AS SHOWN
DATE: 10/26/18
BY: [Signature]
CHECKED BY: [Signature]
PROJECT NO. 19-10000020

PROJECT NO. 19-10000020
CITY PROJECT NUMBER #19-10000020
CITY OF DENVER
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
1700 EAST COLFAX AVENUE, DENVER, CO 80202
CONTACT: [Phone Number]

DATE	REVISIONS

LEGEND
 CONSTRUCTION SYMBOLS AND NOTES:
 DIMENSIONS: SEE DIMENSIONS ON DRAWING.
 CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE DENVER CONSTRUCTION CODE AND THE CITY OF DENVER CONSTRUCTION SPECIFICATIONS.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF DENVER.



SITE DATA - LOT 3
 TOTAL AREA: 110,000 SQ FT
 TOTAL BUILDING AREA: 100,000 SQ FT
 TOTAL PARKING SPACES: 1000
 TOTAL STORIES: 10

GENERAL NOTES
 1. ALL DIMENSIONS GIVEN TO THE FACE OF UNLESS OTHERWISE NOTED.
 2. BUILDING FOOTPRINTS SHALL BE TO THE EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
 3. DIMENSIONS TO BUILDING UNITS SHALL BE PERMITTED.
 4. DIMENSIONS TO BUILDING UNITS SHALL BE PERMITTED.

PARKING NOTE
 ALL DIMENSIONS TO THE FACE OF UNLESS OTHERWISE NOTED.
 DIMENSIONS TO BUILDING UNITS SHALL BE PERMITTED.
 DIMENSIONS TO BUILDING UNITS SHALL BE PERMITTED.

EXHIBIT B

EXHIBIT C

DATE	DESCRIPTION	BY	DATE	DESCRIPTION	BY
	AS NOTED				
	RECORDED IN THE				
	BOOK 198, PAGE 107				
	RECORDED IN THE				
	BOOK 198, PAGE 107				
	RECORDED IN THE				
	BOOK 198, PAGE 107				
	RECORDED IN THE				
	BOOK 198, PAGE 107				

OWNER'S CERTIFICATE

I, the undersigned, being the owner of the above described property, do hereby certify that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.



LEGAL DESCRIPTION

LOTS 2 AND 3 OF CITYGATE CENTRE, BEING A SUBDIVISION OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 10 WEST, COUNTY OF LINCOLN, NEBRASKA, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 9, 2009 AS DOCUMENT NO. 102090-197860, DUNPAC COUNTY, NEBRASKA.

DEVELOPER CONTACT

LINCOLN PROPERTY COMPANY
 1110 JUNE BLVD, SUITE 300
 LINCOLN, NEBRASKA 68502
 TEL: (402) 577-6001
 CONTRACT: JPC 20090310

STATEMENT OF INTENT:

THE PROPOSED 200 UNIT LINCOLN AND FAMILY RESIDENTIAL DEVELOPMENT PROJECT IS BEING DEVELOPED IN ACCORDANCE WITH THE CITY OF LINCOLN PLAT TO THE CITYGATE CENTRE AND THE DEVELOPER WILL PROVIDE COMPATIBLE ARCHITECTURE TO MATCH THE SURROUNDING ARCHITECTURE. THE PROJECT WILL BE A MIXED USE DEVELOPMENT INCLUDING A FITNESS FACILITY, POOL, WITH OUTDOOR DECK, OUTDOOR BARBECUE, OUTDOOR COURTYARD, PET SERVICES, AND

CITY COUNCIL CERTIFICATE

I, the undersigned, being the Mayor of the City of Lincoln, Nebraska, do hereby certify that the above described property is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.

PLANNING COMMISSION CERTIFICATE

I, the undersigned, being the Chair of the Planning Commission of the City of Lincoln, Nebraska, do hereby certify that the above described property is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.

PLANNING COMMISSION CERTIFICATE

I, the undersigned, being the Chair of the Planning Commission of the City of Lincoln, Nebraska, do hereby certify that the above described property is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.

PLANNING COMMISSION CERTIFICATE

I, the undersigned, being the Chair of the Planning Commission of the City of Lincoln, Nebraska, do hereby certify that the above described property is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.

PLANNING COMMISSION CERTIFICATE

I, the undersigned, being the Chair of the Planning Commission of the City of Lincoln, Nebraska, do hereby certify that the above described property is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.

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I, the undersigned, being the Chair of the Planning Commission of the City of Lincoln, Nebraska, do hereby certify that the above described property is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.

PLANNING COMMISSION CERTIFICATE

I, the undersigned, being the Chair of the Planning Commission of the City of Lincoln, Nebraska, do hereby certify that the above described property is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska, and that the same is being offered for sale in accordance with the provisions of the City of Lincoln, Nebraska.

PLANNING COMMISSION CERTIFICATE

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Lincoln at CityGate Amenity Spaces

- Club-quality fitness center
 - Pickle Ball court
 - Bike lounge for storage and repair
 - Courtyard with bocce ball, seating for small gatherings and grilling stations
 - Resort-Style pool with private cabanas, fire pit and outdoor grilling stations
 - Indoor/Outdoor dog run and dog wash
-

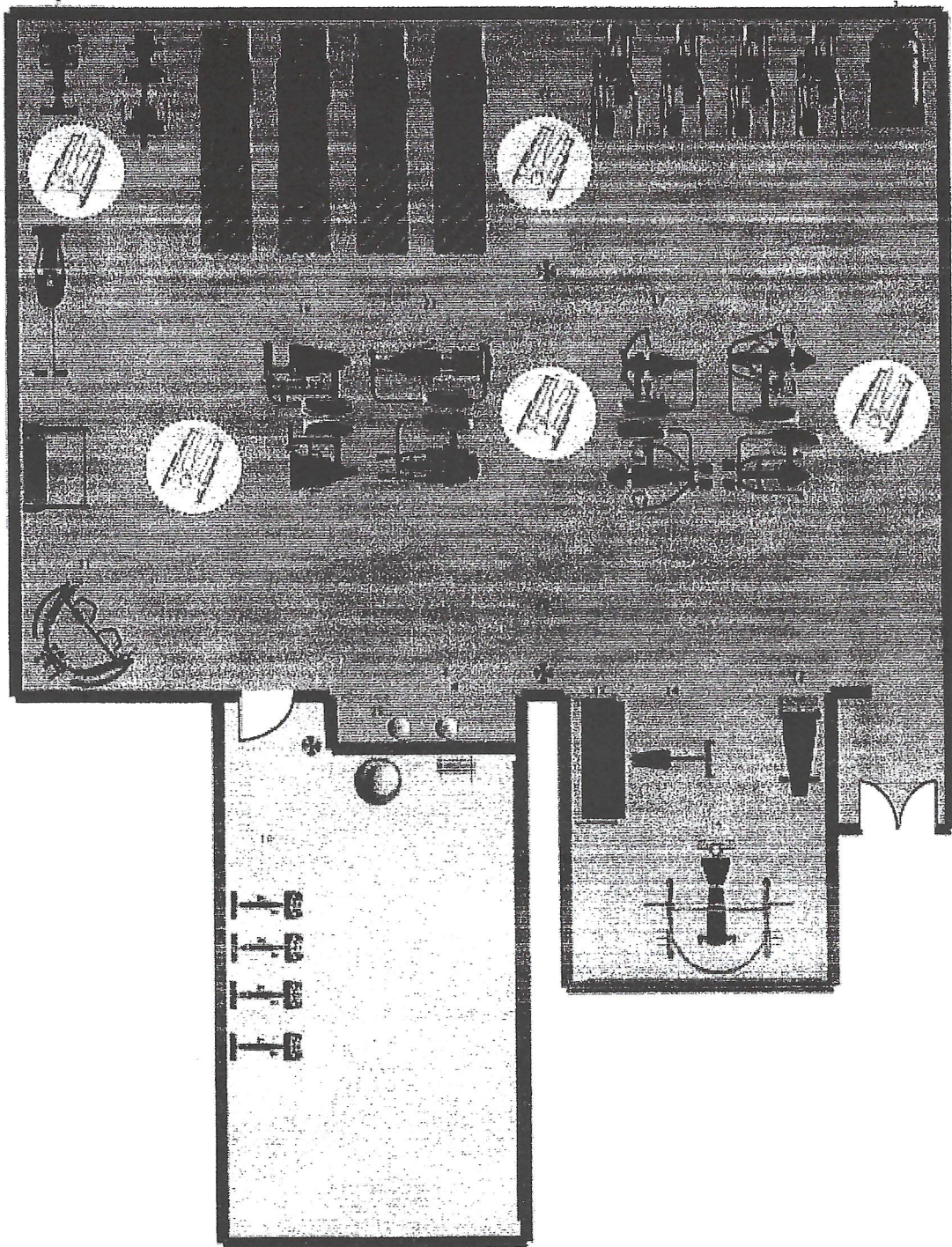
Fitness Center Program

Lincoln at CityGate's Fitness Center will be a +/- 2,400 square foot State of the Art Fitness Center. Residents will have 24/7 access to the following types of equipment:

- Treadmills
- Self-power treadmills
- Stairmaster
- Elliptical machines
- Rowing machines
- TRX training zone
- Multi-Function Station
- Kettle balls
- Medicine balls
- Dumb bells
- Yoga studio
- Yoga Matts
- Spin cycles
- Smith machine/bench press machine
- Exercise bike
- Triceps press machine
- Chest press machine
- Lat pulldown machine
- Leg extension machine
- Leg curl machine
- Leg press machine
- Shoulder press machine
- Bicep curl machine
- *Well Beats program

*The Well Beats program is a premier on-demand fitness provider that delivers fitness classes, workout plans, and fitness assessments to users anytime. Over 29 channels and hundreds of virtual classes are available with something for every age, stage and ability. Classes are run by certified instructors and are offered from 1-50 minutes in length. Residents can benchmark and track results with the wellbeats app. Wellbeats offers a simple way to begin classes by using a touchpad in the fitness studio and in three clicks; you are all set to begin a workout.

Example Fitness Center Design



*Proposed layout – subject to change

EXHIBIT B

EXHIBIT C

Draft Type of Equipment

Cardio	
DATA Package - includes wifi, asset management, web applications	9
Matrix T7xe Treadmill w/ 16" touchscreen TV	3
Matrix A3xe Ascent Trainer w/ 10" touchscreen TV	2
Matrix E3xe Elliptical Trainer w/ 10" touchscreen TV	1
Matrix C3xe Climbmill Trainer w/ 10" touchscreen TV	1
Lemond L-15300-A REVMaster PRO CYCLING BIKE *L-15450 cadence meter	3
Matrix R3xe Recumbent Bike w/ 10" touchscreen TV	1
Matrix U3xe Upright Bike w/ 10" touchscreen TV	1
Matrix Rower-02 Indoor Rower	1
T-DPT - S-Drive Performance Trainer; non-motorized Treadmill	1

Strength	
VS-S13-USB3 Versa Converging Chest Press STD Stack, Plus Package	1
VS-S33-USB3 Versa Diverging Lat Pulldown STD Stack, Plus Package	1
VS-S23-USB3 Versa Converging Shoulder Press STD Stack, Plus Package	1
VS-S40-USB3 Versa Bicep Curl STD Stack, Plus Package	1
VS-S42-USB3 Versa Triceps Press STD Stack, Plus Package	1
VS-S71-USB3 Versa Leg Extension STD Stack, Plus Package	1
VS-S72-USB3 Versa Seated Leg Curl STD Stack, Plus Package	1
VS-S70-USB4 Versa Leg Press HVY Stack, Plus Package	1
VS-VFT LS + VS-FTS30 Functional Trainer STD Stack, 30" Storage, includes VS-FTHP Handle Pkg; (v-bar, curl bar, ropes, ankle strap)	1
MG-PL62 Smith Machine	1
MG-A85 Magnum Multi-Adjustable Bench	1
MG-A86 Magnum Multi-Adjustable Bench w/ Decline	1
MG-A61 Adjustable Decline Bench	1
MG-A42 3-tier Dumbbell Rack w/Saddles (15 pr.)	1

Free Weights	
XULT Rubber Plate 45lb Black, XT-45RUBR-PLATE	6
Free Weights	
XULT Rubber Plate 25lb Black, XT-25RUBR-PLATE	4
XULT Rubber Plate 10lb Black, XT-10RUBR-PLATE	4
XULT Rubber Plate 05lb Black, XT-05RUBR-PLATE	4
XULT Rubber Plate 2.5lb Black, XT-2.5RUBR-PLATE	2
XULT XT-5-50RBR-RND, XULT Rubber Round Dumbbell 005- 050lb Set Black	1
XULT XT-055-075RBR-RND, XULT Rubber Round Dumbbell 055-75lb Set Black	1

Accessories	
TRX - TRXCLUB4 commercial suspension trainer	2
TRX - SL-1SUSBAY-BDL - TRX Single Suspension Bay	1
- 2 Suspension Trainer Anchor Points	
- 3 Standard Storage Shelves (SL16-STNDSHELF x3)	
- 1 TRX "Functional Training" Magnet (SL-MAG-BAYFT x1)	
TRX - EXMDBL-10-4-12 - TRX 10" Med Ball Set	1
- Includes 4, 6, 8, 10, 12 LB Med Balls	
TRX - EXKTBL-4-EXKTBL-24 - TRX Gravity Cast Kettlebell Set	1
-Includes 4, 6, 8, 12, 16, 20, 24 KG Single KBs	
TRX - EXFMRL-36 - TRX Foam Roller- 36"	3
XT-RACK-ST-BALL-03, XULT Stability Ball Rack with 3 Balls	1
-XT-55CM-1000BALL	
-XT-65CM-1000BALL	
-XT-75CM-1000BALL	
XT-12MM-TPE-56"MAT, Fit Mat w/groumets 12mm TPE 56" x 23" - Black	5
XT-WALL-MAT-RACK, XULT Wall Mat Rack	1

Electronics	
WELLBEATS, WBH-3TV - TV Bundle includes 70" Commercial Grade TV, soundbar, cable(s) & mount;	1
WELLBEATS, WBH-3SKB - 22" Interactive Touchscreen includes cable(s) & mount	1
WELLBEATS WBC-Plus Subscription Package	1

*Equipment listed reflects current market of fitness equipment. If the market changes, we will modify the type and make of equipment

Preliminary Pickle Ball Program

Lincoln at CityGate's pickle ball court will be available for the use solely by Hotel Arista guests and Lincoln at CityGate's residents. The pickle ball court will meet the USAPA court specifications and will include fencing on the exterior of the court for both security and containing the ball during play. Residents and guest of Hotel Arista can access the court with the use of the fob.

Preliminary Pickle Ball Court

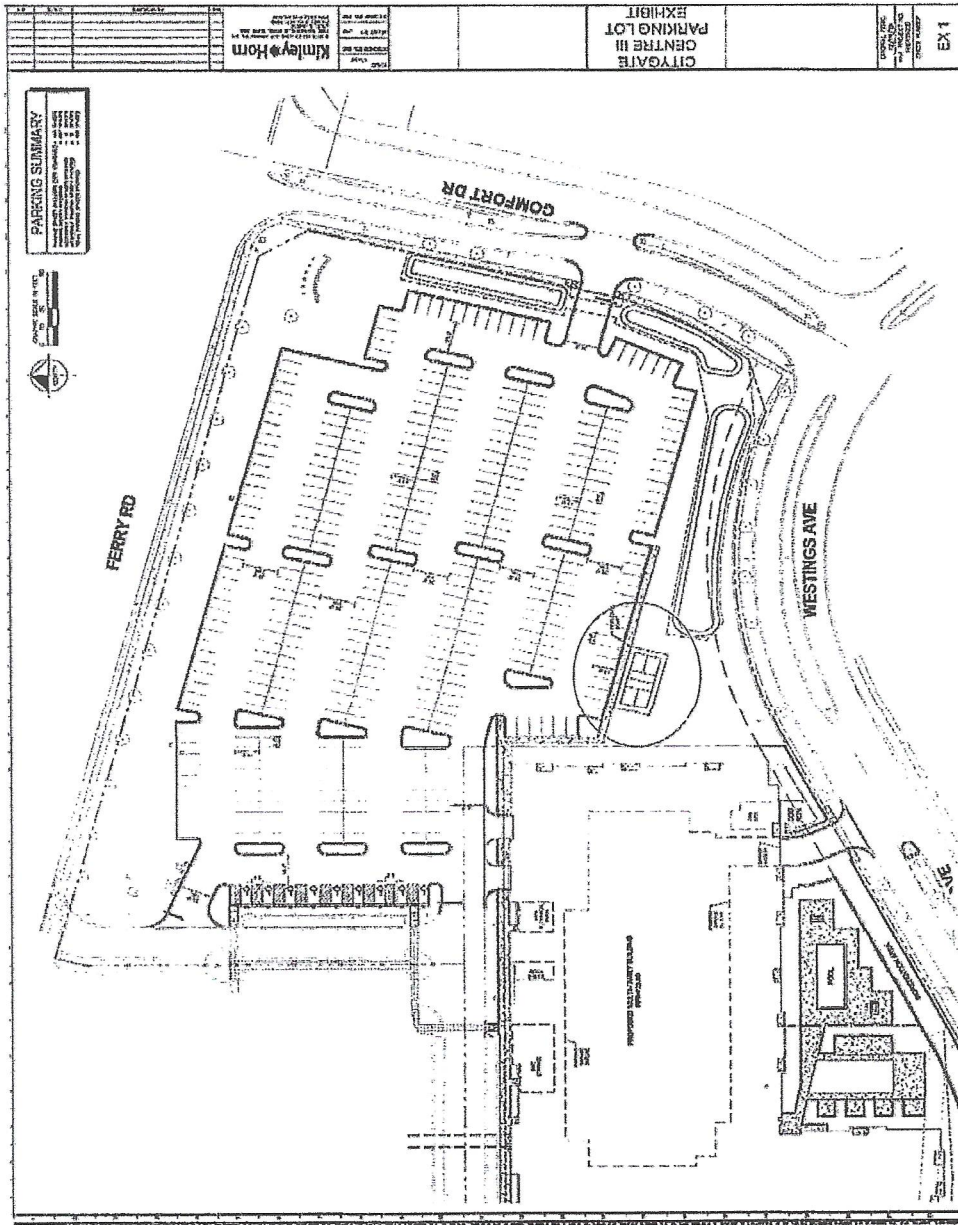


EXHIBIT B

EXHIBIT C

Exhibit B
Land Cash Calculation Table

5061713v.3 1565/0238

1/27/2020

EXHIBIT B

EXHIBIT C

Park Donation Work Sheet

Name of Subdivision Lincoln at CityGate Centre

Park Donation = Land **4.4139** Cash **\$1,428,338.04** ** = Land Donation x \$323,600.00

=Round((Total People Produced x 0.0086),4)

20% credit \$285,667.61

Total donation: \$1,142,670.43

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.127	0.327	0.000	0.118	1.779	2.453
3-bedroom	0.244	0.440	0.000	0.177	1.892	2.930
4-bedroom	0.348	0.522	0.000	0.265	2.116	3.486
5-bedroom	0.333	0.533	0.000	0.279	2.344	3.750
Attached						
Single-Family						
1-Bedroom	0.072	0.091	0.000	0.080	1.610	1.897
2-Bedroom	0.157	0.178	0.000	0.113	1.746	2.253
3-Bedroom	0.217	0.358	0.000	0.198	2.127	3.053
Apartments						
Efficiency	0.015	0.033	0.013	0.013	1.210	1.210
1-Bedroom	0.037	0.063	0.028	0.030	1.691	1.764
2-Bedroom	0.037	0.152	0.091	0.083	1.748	1.906
3-Bedroom					2.330	2.692
People Produced	5.903	11.625	4.815	4.963	486.153	513.248

EXHIBIT B

EXHIBIT C

School Donation Worksheet

Name of Subdivision Lincoln at CityGate Centre

School Donation = **Land** 0.5141 **Cash** \$163,638.03 = Total Land x \$318,300.00
 =Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),4)

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit						
Detached Single-family												
2-bedroom	0.120	0.000	0.411	0.000	0.138	0.000	0.222	0.000	1.856	0.000	2.746	0.000
3-bedroom	0.268	0.000	0.486	0.000	0.153	0.000	0.135	0.000	1.913	0.000	2.955	0.000
4-bedroom	0.371	0.000	0.702	0.000	0.259	0.000	0.242	0.000	1.985	0.000	3.532	0.000
5-bedroom	0.386	0.000	0.590	0.000	0.236	0.000	0.242	0.000	2.191	0.000	3.645	0.000
Attached Single-Family												
1-Bedroom										0.000		0.000
2-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000	0.030	0.000	1.318	0.000	1.697	0.000
3-Bedroom	0.214	0.000	0.104	0.000	0.039	0.000	0.050	0.000	1.966	0.000	2.374	0.000
4-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000	0.105	0.000	2.102	0.000	2.767	0.000
Apartments												
Efficiency									1.400	0.000	1.400	0.000
211 1-Bedroom	0.058	12.238	0.032	6.752	0.012	2.532	0.013	2.743	1.653	348.783	1.710	360.810
74 2-Bedroom	0.129	9.546	0.064	4.736	0.031	2.294	0.038	2.812	1.744	129.056	2.007	148.518
3-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000	0.083	0.000	2.005	0.000	2.475	0.000
People Produced		21.784		11.488		4.826		5.555		477.839		509.328
												21.869

TABLE A

Date prepared: 4/23/2020

Park Donation Work Sheet

Name of Subdivision Lincoln at CityGate Centre

Park Donation = **Land** 4.4139 **Cash** \$1,428,338.04 ** = Land Donation x \$323,600.00

=Round((Total People Produced x 0.0086),4)

20% credit \$285,667.61

Total donation: \$1,142,670.43

Type of Unit	Pre-School 0 - 4 Yrs		Elementary Grades K-5		Junior High Grades 6-8		High School Grades 9-12		Adults 18-up		Total per Unit	
Detached												
Single-family												
2-bedroom	0.127	0.000	0.327	0.000	0.102	0.000	0.118	0.000	1.779	0.000	2.453	0.000
3-bedroom	0.244	0.000	0.440	0.000	0.179	0.000	0.177	0.000	1.892	0.000	2.930	0.000
4-bedroom	0.348	0.000	0.522	0.000	0.235	0.000	0.265	0.000	2.116	0.000	3.486	0.000
5-bedroom	0.333	0.000	0.533	0.000	0.262	0.000	0.279	0.000	2.344	0.000	3.750	0.000
Attached												
Single-Family												
1-Bedroom											0.000	0.000
2-Bedroom	0.072	0.000	0.091	0.000	0.044	0.000	0.080	0.000	1.610	0.000	1.897	0.000
3-Bedroom	0.157	0.000	0.178	0.000	0.060	0.000	0.113	0.000	1.746	0.000	2.253	0.000
4-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000	0.198	0.000	2.127	0.000	3.053	0.000
Apartments												
Efficiency									1.210	0.000	1.210	0.000
211 1-Bedroom	0.015	3.165	0.033	6.963	0.013	2.743	0.013	2.743	1.691	356.801	1.764	372.204
74 2-Bedroom	0.037	2.738	0.063	4.662	0.028	2.072	0.030	2.220	1.748	129.352	1.906	141.044
3-Bedroom	0.037	0.000	0.152	0.000	0.091	0.000	0.083	0.000	2.330	0.000	2.692	0.000
People Produced		5.903		11.625		4.815		4.963		486.153		513.248

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

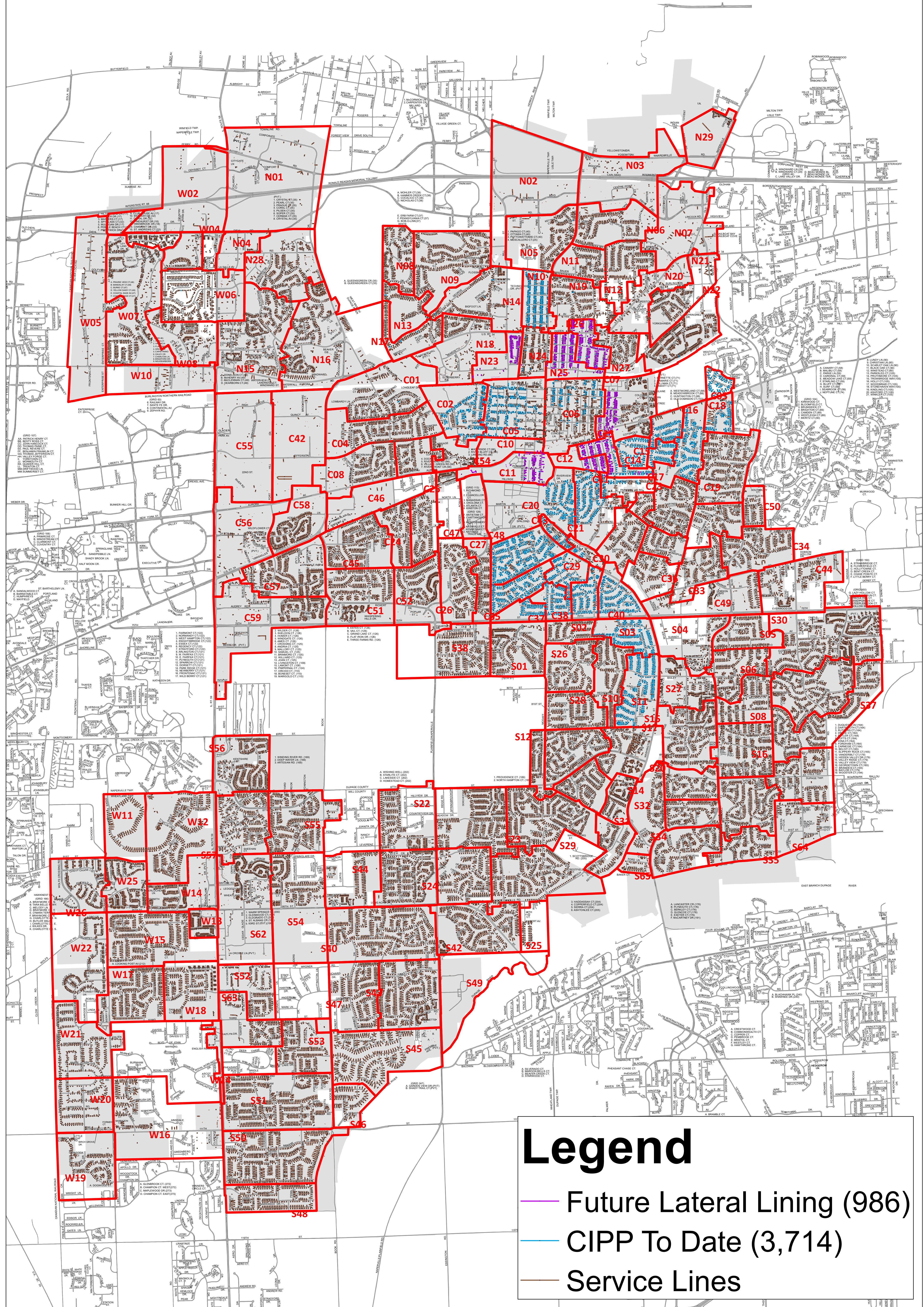
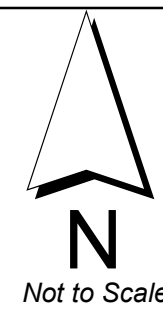
By: _____
Pam Gallahue, Ph.D.
City Clerk

Date: _____

Naperville Community Television Channel 17
Profit & Loss 2019 - 2021

	2019 Actual	2020 Budget	2020 Projected	2021 Proposed Budget
<u>INCOME</u>				
City of Naperville				
PEG Money Received	\$ 474,286	\$ 466,000	\$ 450,572	\$ 427,000
City of Naperville Services	184,000	190,000	190,000	230,000
Total City of Naperville	\$ 658,286	\$ 656,000	\$ 640,572	\$ 657,000
NCTV17				
Donations & Special Events	28,932	55,000	58,575	50,000
DVDs & Dubs	4,766	4,500	1,000	8,500
Education Classes	10,590	3,000	2,513	0
Grants	62,700	61,000	111,000	61,000
Interest Income	532	500	4,500	4,000
Business Connection Sales	35,260	20,000	9,815	0
PPP Loan Forgiven			180,000	
Crew Fees/Misc. Income	1,225	100	1,000	0
Sponsorship/Production Services	434,876	458,854	408,100	428,570
Total NCTV17	\$ 578,881	\$ 602,954	\$ 776,503	\$ 552,070
TOTAL INCOME	\$ 1,237,167	\$ 1,258,954	\$ 1,417,074	\$ 1,209,070
<u>EXPENSE</u>				
FUNDRAISING	\$ 4,276	\$ 2,510	\$ 2,510	\$ 2,510
MANAGEMENT & GENERAL	70,351	69,275	68,468	65,125
Insurance	16,163	16,240	16,280	16,540
Professional Fees (Accounting, Payroll, Legal)	14,165	12,000	12,960	12,300
Rent/Utilities (25%) & Maintenance	24,510	27,950	27,450	25,500
Other (telephone, supplies, postage, etc.)	15,512	13,085	11,778	10,785
PROGRAM SERVICES	185,712	153,550	151,705	154,600
Equipment	30,451	29,800	29,800	29,300
Contractors	29,463	1,000	1,000	1,000
Rent/Utilities (75%)	57,205	62,250	60,750	58,500
Studio Sets & Production Supplies	18,656	10,500	13,100	12,550
Production Vehicles & Mileage	20,397	19,400	16,955	17,350
Media Liability Insurance	4,661	5,200	5,200	5,000
Other (internet, streaming, permits, etc.)	24,880	25,400	24,900	30,900
SALARIES, TAXES & BENEFITS	1,034,071	1,033,619	957,867	986,545
TOTAL EXPENSE	\$ 1,294,410	\$ 1,258,954	\$ 1,180,550	\$ 1,208,780
Net Ordinary Income	\$ (57,243)	\$ -	\$ 236,525	\$ 290
Cash From Reserves	\$ 57,243	\$ -		
<u>NET INCOME</u>	\$ -	\$ -	\$ 236,525	\$ 290

Future Lateral Lining Per IEPA Mandated 10 Year I&I Plan



Legend

- Future Lateral Lining (986)
- CIPP To Date (3,714)
- Service Lines