

DRAFT 4.4.2025
SALES TAX REVENUE SHARING AGREEMENT

This Sales Tax Revenue Sharing Agreement (the “Agreement”) is entered into on this ____ day of ____, 2025 (the “Effective Date”) by and between the City of Aurora, Illinois, an Illinois home rule municipal corporation (the “City”), and Aurora-Naperville Enterprises, Inc., an Illinois corporation D/B/A Valley Honda (hereinafter “Valley Honda”). (The City and Valley Honda are sometimes referred to herein collectively as the “Parties,” and individually as a “Party.”)

RECITALS

- A. The City is a home rule Illinois municipality, and hereby enters into this Agreement pursuant to its home rule powers; and, pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, the City has determined that it has the authority to enter into this Agreement.
- B. The City deems it to be of significant importance to encourage development and redevelopment within the City, so as to maintain a viable real estate tax and sales tax base and employment opportunities.
- C. Valley Honda proposes to expand and modernize its existing automobile dealership at 4173 Ogden Avenue, Aurora, Illinois 60504. The said location is legally described and depicted on Exhibit A-1 and Exhibit A-2, respectively, attached hereto and made a part hereof (the “Subject Property”).
- D. Valley Honda anticipates the Dealership to create fourteen (14) new full-time jobs and fourteen (14) new part-time jobs in the City of Aurora. Moreover, these new employees will become employee-owners of the Dealership joining the 215 existing employees who are owners of the now Employee-Owned Valley Honda, a subsidiary of Roush Holdings,

Inc., an Employee-Owned company based in Columbus, Ohio. Over 102 employees of Valley Honda are residents of the City.

- E. Valley Honda's planned extension includes: (1) adding a third lane to the existing service drive; (2) increase the size of the existing building to accommodate additional staffing; (3) buildout infrastructure for electric vehicles; and (4) expand and modernize the dealership showroom and customer experience, as more fully described and depicted on Exhibit B attached hereto and made part hereof (the "Project").
- F. The cost of the Project is currently estimated to be in excess of s Seventeen Million Five Hundred Eighty Two Thousand Two Hundred Fifty Three and No/100 Dollars and No/100 Dollars (\$17,582,253.00), as more fully set forth on Exhibit C attached hereto and made part hereof, (although the cost of the Project may be higher or lower depending upon the actual cost of the construction of the Project), bringing Valley Honda' total anticipated investment in the Dealership, including property acquisition costs, to be in excess of \$46,000,000 (the "Total Investment Cost").
- G. The Parties anticipate that the Project will enhance the City's real estate and sales tax bases, and create additional employment opportunities in the City, by creating additional automobile sales, which will require the need for additional employees.
- H. Valley Honda and the City acknowledge that Valley Honda requires economic assistance from the City in order to complete the Project, given the Total Investment Cost, and that the Project would not be economically feasible, but for the economic assistance promised by the City in this Agreement.
- I. In light of the Total Investment Cost, and because the Project would not be economically feasible but for the economic assistance promised by the City in this Agreement, the City

agrees, pursuant to the terms of this Agreement, to rebate to Valley Honda up to Twelve Million Eight Hundred Thousand and No/100 Dollars and No/100 Dollars (\$12,800,000.00) representing approximately 73% of the project cost over a fifteen (15) year period, in Valley Honda Sales Taxes, (as defined in Section 3.01(A)(4) below), generated by the Dealership (the “Maximum Reimbursement Amount”), subject to the other terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein made, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, the City and Valley Honda hereby agree as follows:

ARTICLE I
RECITALS AS PART OF AGREEMENT

The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate, and incorporate such recitals into this Agreement as if fully set forth in this Article I.

ARTICLE II
OBLIGATIONS OF VALLEY HONDA-
CONDITION PRECEDENT TO CITY UNDERTAKINGS

2.01 Condition Precedent. Each of the obligations specified in this Article II shall be a condition precedent to the City’s financial undertakings in this Agreement. The City shall have no financial obligation to Valley Honda under this Agreement until the satisfaction by Valley Honda of each and every condition of this Article II.

2.02 Construction of the Project.

(A) Valley Honda shall apply for all necessary permits, relative to the construction of the Project, within ninety (90) days of the Effective Date of this Agreement, subject to the

force majeure provisions of Section 4.01 hereof, and shall begin construction of the Project within fifteen (15) days of the issuance of all necessary permits for the Project, subject to the *force majeure* provisions of Section 4.01 hereof (“Commencement of Construction”).

(B) Valley Honda shall receive a certificate of project completion for the Project on or before the date which is not more than twenty-four (24) full months after the Commencement of Construction, subject to the *force majeure* provisions of Section 4.01 hereof, and further subject to:

(i) Delays caused by the City not granting the required approvals, except delays caused as a result of the acts or omissions of Valley Honda, which cause the delay by the City; and

(ii) Delays caused by the City not issuing the required certificate of project completion, except delays caused as a result of the acts or omissions of Valley Honda, which cause the delay by the City.

(C) The Project shall be built in accordance with all applicable ordinances, rules and regulations of the City. Valley Honda shall not knowingly cause or permit the existence of any violation of City ordinances, rules or regulations, including, but not limited to, the Building Code, the Zoning Ordinance, the Fire Code, and all rules and regulations thereunder applicable to the Dealership and the Project.

(D) Valley Honda shall pay the prevailing rate of wages (as established under 820 ILCS 130/0.01 *et seq.* – the “Prevailing Wage Act”) to all workers involved with the Project, and shall comply with the Prevailing Wage Act, regardless of whether such prevailing wages

are required to be paid under Illinois law, or whether the Prevailing Wage Act is required to be followed relative to the Project.

2.03 State Sales Tax Information. Valley Honda shall supply the City with State Sales Taxes (as defined in Section 3.01(A)(5) below) information of the Dealership, certified as true by an officer of Valley Honda, in the format, and in compliance with the timing, as requested by the City's Chief Financial Officer/City Treasurer, along with a written request for reimbursement of the Valley Honda Sales Taxes as defined in Section Article III (4) below. Valley Honda represents and warrants that all such information produced to the City pursuant to this provision is, and will be at all times in the future, true and accurate, and agrees and acknowledges that the City relies on the truth and accuracy of said information as a basis for its entering into this Agreement. Valley Honda shall submit to the City an executed Illinois Department of Revenue form PTAX 1002-21 for the Dealership with a reporting period from the Effective Date through December 31, 2039.

2.04 State Sales Taxes Reporting, Audits and Confidentiality.

(A) Valley Honda hereby agrees to provide the City with written reports of all the State Sales Taxes (as defined in Section 3.01(A)(5) below) generated by the Dealership during each calendar year of the Revenue Sharing Term (as defined in Section 3.01(B) below), as requested by the City's Chief Financial Officer/City Treasurer. Such reports shall be certified as true by an officer of Valley Honda. Valley Honda will deliver said reports to the City on an annual basis before the fifteenth (15th) day following the end of the calendar quarter for which Valley Honda is reporting.

The Parties acknowledge that the City has entered into a reciprocal agreement for access to State Sales Tax records with the Illinois Department of Revenue (IDOR). The City will

verify the information submitted by Valley Honda by comparing sales tax data with the information maintained by IDOR. In the event of any discrepancy, the amounts maintained by IDOR will be deemed to the correct amount of State Sales Tax revenue remitted to the City and will be the basis for calculation of any reimbursement which may be due to Valley Honda.

(B) Upon request, the City shall have the right to audit Valley Honda's records of Project costs, sales, and State Sales Taxes (as defined in Section 3.01(A)(5) below) returns from time-to-time. The City hereby represents and warrants that any and all information regarding sales and State Sales Taxes (as defined in Section 3.01(A)(5) below) shall be confidential and used only for the purpose of calculating any amounts due and owing to Valley Honda pursuant to this Agreement. The City and Valley Honda acknowledge that Valley Honda's sales and State Sales Taxes (as defined in Section 3.01(A)(5) below) information is financial information obtained from a business that is proprietary, privileged and/or confidential, and that disclosure of the sales and State Sales Taxes (as defined in Section 3.01(A)(5) below) information would cause competitive harm to Valley Honda, and, therefore, would not be subject to disclosure pursuant to a request under the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq*, as amended (the "FOIA"). Valley Honda agrees to reimburse the City for the reasonable attorneys' fees and costs incurred by the City in responding to any requests for information under FOIA, subpoena or otherwise relating to this Agreement or Valley Honda's sales and State Sales Taxes (as defined in Section 3.01(A)(5) below) information supplied under this Agreement. Valley Honda agrees that the City's compliance with any court order to produce information shall not subject the City to any liability hereunder for said information release; *provided, however,*

the City will promptly notify Valley Honda, in writing, so that Valley Honda may seek a protective order or other appropriate remedy.

- 2.05 Guaranteed Occupancy and Operation of the Dealership. Valley Honda agrees that it, or its successors and assignees, shall occupy and operate the Dealership, on the Subject Property for a minimum of fifteen (15) years from the Commencement Date (as defined in Section 3.02 below). Valley Honda further agrees that the City shall receive State Sales Taxes (as defined in Section 3.01(A)(5) below) and Home Rule Sales Taxes (as defined in Section 3.01(A)(2) below) from the Dealership for a minimum of fifteen (15) years from the Commencement Date (as defined in Section 3.02 below).
- 2.06 Real Estate Taxes and Other Charges. Valley Honda hereby covenants and agrees to promptly pay or cause to be paid before becoming delinquent, subject to any appeal rights, any and all real estate taxes and governmental charges of general applicability that may at any time be lawfully finally assessed with respect to the Project and any portion of the Dealership which is owned and controlled by Valley Honda.
- 2.08 Certification of Project Costs. Valley Honda shall supply the City with a statement of the costs of the Project certified as true by an officer of Valley Honda, and such other information reasonably requested by the City's Engineer or Chief Financial Officer/City Treasurer, such as invoices, waivers of lien, contractor's statements, etc. Valley Honda represents and warrants that all such information produced to the City pursuant to this provision is, and will be at all times in the future, true and accurate, and agrees and acknowledges that the City may, and does, rely on the truth and accuracy of said information as a basis for its entering into this Agreement.

2.09 Advertising, Promotions and Dealership Identification. Valley Honda, shall, in all advertisements and promotions relative to, and in all identifications of, the Dealership, regardless of the form thereof, clearly and prominently indicate that the Dealership is located in “Aurora,” by use of the words “Aurora” or “City of Aurora” in said advertisement, promotion or identification. In this regard, where the advertising, promotion or identification indicates the Dealership as being associated with more than one municipality, the reference to “Aurora” or “City of Aurora” shall appear first. Notwithstanding the foregoing:

(A) To the extent that Valley Honda has tangible advertising or promotional materials, or other tangible items, which identify the Dealership, in its possession as of the Effective Date, but which do not comply with this Section 2.09, Valley Honda may use said tangible items or materials, but only during the forty-five (45) day period following the Effective Date; and

(B) To the extent that the Dealership moves to a different national branding of the automobile dealerships owned by Valley Honda and its affiliates, and said national branding excludes the local municipality identification of Valley Honda on advertising and/or promotions relative to, and/or in all identifications of, the Valley Honda (the “Exclusion”), the company shall not be required to comply with the provisions of this Section 2.09, but only to the extent of the Exclusion. In such event, Valley Honda shall provide the City with no less than thirty (30) days prior written notice of the Exclusion, and the specifics of the extent thereof.

2.10 No Default. Valley Honda shall not be in default of any term of this Agreement.

ARTICLE III

CITY OBLIGATIONS AND UNDERTAKINGS

3.01 Economic Assistance.

(A) Definitions.

(1) “Annual Sales Tax Floor” shall be One Million and Fifty Thousand Dollars (\$1,050,000.00).

(2) “Home Rule Sales Taxes” shall be those taxes received by the City pursuant to the Home Rule Municipal Retailers’ Occupation Tax Act (65 ILCS 5/8-11-1), as amended, and the Home Rule Municipal Service Occupation Tax Act (65 ILCS 5/8-11-5), as amended, or any taxes received by the City as a replacement for the taxes currently received pursuant to the Home Rule Municipal Retailers’ Occupation Tax Act or the Home Rule Municipal Service Occupation Tax Act.

(3) “Valley Honda Sales Tax Allocation” shall be sixty-five percent (65%).

(4) “Valley Honda Sales Taxes” shall be: (i) those State Sales Taxes generated by the Dealership, which are distributed to the City by the State, in excess of the Annual Sales Tax Floor, during each twelve (12) month period after the Commencement Date, during the term of this Agreement, net of any prompt payment discount; multiplied by (ii) the Valley Honda Sales Tax Allocation. “Valley Honda Sales Taxes” shall not include any Home Rule Sales Taxes received by the City.

(5) “State Sales Taxes” shall be those taxes received by the City pursuant to the Retailers’ Occupation Tax Act, 35 ILCS 120/1, *et seq.*, as amended, and the Service Occupation Tax Act, 35 ILCS 115/1, *et seq.*, as amended, or any taxes received by the City as a replacement for the taxes currently received pursuant to the Retailers’ Occupation Tax Act or the Service Occupation Tax Act.

(B) Assistance.

Upon satisfaction by Valley Honda of all of the conditions stated in Article II of this Agreement, the City shall rebate to Valley Honda the Valley Honda Sales Taxes. Said payments shall be made by the City to Valley Honda for a period of fifteen (15) years from the Commencement Date (as defined in Section 3.02 below) or until the Maximum Reimbursement Amount is reached, whichever occurs first (the “Revenue Sharing Term”).

3.02 Commencement Date. Valley Honda shall give the City written notice that it has satisfied all of the conditions of Article II of this Agreement, and that it is electing to commence the Revenue Sharing Term. The notice shall specify the commencement date as the next following January 1st (the “Commencement Date”). The City shall thereafter confirm whether Valley Honda has satisfied all of the conditions of Article II of this Agreement and determine whether Valley Honda is entitled to receive the Valley Honda Sales Taxes.

3.03 Payment Procedure. After the Commencement Date, so long as the City has confirmed that Valley Honda has satisfied all the conditions of Article II of this Agreement, during the Revenue Sharing Term, the City shall pay to Valley Honda the Valley Honda Sales Taxes, on an annual basis, within forty-five (45) days of verification of the sales tax data from the State of Illinois as defined in Section 2.04, upon receipt of State Sales Taxes in an amount which results in Valley Honda Sales Taxes being generated for the particular calendar year.

ARTICLE IV
GENERAL PROVISIONS

4.01 Delay and Force Majeure. For the purposes of any of the provisions of this Agreement, neither the City nor Valley Honda, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event

of any delay caused by damage or destruction by fire or other casualty, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain or storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornados and other events or conditions beyond the reasonable control of the Party affected which in fact interfere with the ability of such Party to discharge its respective obligations hereunder.

4.02 Assignment of Agreement. This Agreement may be assigned by Valley Honda to any affiliate of Valley Honda or to a bona fide purchaser of its business, provided:

(A) the transaction does not violate 65 ILCS 5/8-11-20, as amended, or any statute enacted to amend or replace 65 ILCS 5/8-11-20;

(B) at least thirty (30) days prior written notice of such assignment is given to the City; and

(C) that the assignee agrees to be bound by all of the terms, conditions and provisions of this Agreement, including, but not limited to, the City's default remedies.

4.03 Valley Honda Authority. Valley Honda hereby represents and warrants that it is a corporation authorized to do business in, and in good standing with, the State of Illinois. Valley Honda further represents and warrants that all corporate action necessary to make Valley Honda's obligations hereunder enforceable against Valley Honda have been taken, and that no further approvals or actions are required.

4.04 Defaults; Remedies.

(A) In the event of any default under or violation of this Agreement (the "Default"), the Party not in Default shall serve notice upon the Party in Default (the "Defaulting Party"), which notice shall be in writing and shall specify the particular Default (the "Default

Notice"). The Defaulting Party shall have the right to cure the Default within thirty (30) days from written notice of such Default; provided, however, if such Default cannot practically be cured within said thirty (30) days, provided the Defaulting Party has commenced the cure within such thirty (30) day period, and is actively and diligently proceeding with such cure, the Defaulting Party shall be granted such additional time to cure the Default as shall be reasonable under the circumstances. In this regard, the Defaulting Party shall advise the other Party, in writing, during the initial thirty (30) day cure period, of the amount of time needed to cure said Default, and why the additional time is needed. After issuance of the Default Notice, and the Defaulting Party's failure to cure within the time frame required, the Party which served the Default Notice may terminate this Agreement, or may proceed to seek a cure of the Default by any action or proceeding at law or in equity, including seeking specific performance of the covenants and agreements herein contained, and/or an award for money damages for failure of performance. Notwithstanding the foregoing:

- (1) In the event of a Default by the City, relative to its obligations to Valley Honda under Article 111, Valley Honda's sole and exclusive remedies shall be to terminate this Agreement or seek specific performance from a court of competent jurisdiction, and Valley Honda shall not be entitled to any monetary damages from the City, and hereby expressly waives any claim for monetary damages; and
- (2) The time period to cure a Default in relation to compliance with Section 2.05 above shall not exceed ninety (90) days.

(B) In the event that Valley Honda fails to meet its obligations as set forth in Section 2.05 above, other than as a result of the termination of Valley Honda's franchise, through no fault of Valley Honda, going out of business as a manufacturer of motor vehicles, the City shall have the following additional remedies, after giving Valley Honda the notice required by Section 4.04(A) above:

- (1) In the first (1st) year after the Commencement Date, the City shall be repaid one-hundred percent (100%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (2) In the second (2nd) year after the Commencement Date, the City shall be repaid ninety percent (90%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (3) In the third (3rd) year after the Commencement Date, the City shall be repaid eighty percent (80%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (4) In the fourth (4th) year after the Commencement Date, the City shall be repaid seventy percent (70%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (5) In the fifth (5th) year after the Commencement Date, the City shall be repaid sixty percent (60%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (6) In the sixth (6th) year after the Commencement Date, the City shall be repaid fifty percent (50%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.

- (7) In the seventh (7th) year after the Commencement Date, the City shall be repaid forty percent (40%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (8) In the eighth (8th) year after the Commencement Date, the City shall be repaid thirty percent (30%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (9) In the ninth (9th) year after the Commencement Date, the City shall be repaid twenty percent (20%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (10) In the tenth (10th) year after the Commencement Date, the City shall be repaid ten percent (10%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (11) In the eleventh (11th) year after the Commencement Date, the City shall be repaid eight percent (8%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (12) In the twelfth (12th) year after the Commencement Date, the City shall be repaid six percent (6%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (13) In the thirteenth (13th) year after the Commencement Date, the City shall be repaid four percent (4%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.

- (14) In the fourteenth (14th) year after the Commencement Date, the City shall be repaid two percent (2%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (15) In the fifteenth (15th) year after the Commencement Date, the City shall be repaid one percent (1%) of any sums paid or rebated to Valley Honda pursuant to this Agreement.
- (16) In addition to the foregoing, the City shall be entitled to cease any further payments under this Agreement to Valley Honda, and this Agreement shall be null and void.

(C) Valley Honda shall make any repayment owed to the City under this Agreement within thirty (30) days of a written demand from the City. Any amounts not repaid within said thirty (30) day period shall accrue interest at the rate of two percent (2%) per month, with the minimum interest payment being for a one (1) month period.

(D) The provisions of Section 4.04(8) and (C) above shall survive the termination of this Agreement.

4.05 Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, or by personal or overnight delivery, as follows:

If to Valley Honda: Robert Navarre
Aurora-Naperville Enterprises, Inc.
4173 Ogden Avenue
Aurora, IL 60504

With a copy to: Richard L. Williams
Griffin Williams McMahan & Walsh, LLP
21 N. Fourth St.
Geneva, IL 60134

If to the City: City Clerk
 City of Aurora
 44 East Downer Place
 Aurora, Illinois 60507

With copies to: Corporation Counsel
 City of Aurora
 44 East Downer Place
 Aurora, Illinois 60507

or at such other addresses as either Party may indicate in writing to the other Party. Service by personal or overnight delivery shall be deemed to occur at the time of the delivery, and service by certified mail, return receipt requested, shall be deemed to occur on the third (3rd) day after mailing.

4.06 Law Governing. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any legal action brought by either Party as a result of entering into the Agreement shall be in the Circuit Court of Kane County, Illinois.

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

4.08 Limitation of Debt. Any obligations of the City created by or arising out of this Agreement shall not be a general debt of the City on, or a charge against, the City's general credit or taxing powers, but shall be a limited obligation payable solely out of the Valley Honda Sales Taxes as set forth in Article III. Provided, however, if the City no longer receives State Sales Taxes from the Dealership due to a law change by the State of Illinois, then the City shall make payments to Valley Honda from any alternate sources of revenue provided to the City, by the State of Illinois, specifically as a replacement or substitute for State Sales Taxes presently received by the City (the

"Alternate Source Revenues") and, in that event, the payment to Valley Honda shall be calculated as if the City were continuing to receive the State Sales Taxes at a rate equal to the sales tax rate applicable to the City's share of the State Sales Taxes immediately prior to the elimination of the City's State Sales Taxes, multiplied by Valley Honda's sales that would have been subject to State Sales Taxes. The amount to be tendered to Valley Honda from any Alternate Source Revenues shall be subject to a proportionate reduction in the event that the Alternate Source Revenues do not constitute, or are not intended to constitute, a one hundred percent (100%) replacement of the State Sales Taxes previously received by the City. The City's obligation to provide Valley Honda with Valley Honda Sales Taxes is restricted to State Sales Taxes generated by Valley Honda and actually received by the City, or Alternate Source Revenues actually received by the City.

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

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

4.11 City's Authorization to Execute. The Mayor and City Clerk of the City hereby warrant that they have been lawfully authorized by the City Council to execute this Agreement.

4.12 Amendment; Complete Understanding of the Parties. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between Valley Honda and the

City relative to the subject matter thereof. There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them.

4.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

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

4.15 Changed Conditions. In the event it is finally determined by any court of competent jurisdiction (after exhaustion of all regular appeals) that any of the covenants of this Agreement cannot legally be performed by the City or are not within the constitutional authority conferred upon the City as a home rule municipality, or the State of Illinois constitutional or statutory scheme shall become inconsistent with this Agreement, notwithstanding such judicial determination, or constitutional or statutory change, the City agrees to make every reasonable effort within its lawful authority to carry out the intention of the Parties as hereinabove agreed. The City shall, after such judicial determination, or constitutional or statutory change, make every reasonable effort to substitute a mechanism to accomplish the intent of this Agreement within its power as a home rule municipality. Notwithstanding anything to the contrary contained herein, the City shall not be obligated to pay any sums to Valley Honda hereunder, in the event the City no longer receives State Sales Taxes, unless Alternate Source Revenues are provided to the City from the State of Illinois, and provided payment hereunder from Alternate Source Revenues is not illegal.

4.16 Limitation of Liability.

No recourse under or upon any obligation, covenant or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof shall be had against any officer, agent or employee of the City, and all and any such rights or claims of Valley Honda against any officer, agent or employee of the City are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the City.

City of Aurora,
an Illinois home rule municipal corporation

Aurora-Naperville Enterprises, Inc.
an Illinois corporation D/B/A Valley Honda

Richard C. Irvin, Mayor

Authorized Agent

ATTEST:

By: _____
Jennifer Stallings, City Clerk

EXHIBIT A-1

Legal Description of the Subject Property

Lots 3 and 4 in Fox Valley Villages Unit 27A, being a part of the Northeast 1/4 of Section 28, Township 38 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 28, 1997 as document R97-109185, in DuPage County, Illinois.

PINS: 07-28-205-006; 07-205-005

Common address: 4173 Ogden Avenue, Aurora, Illinois 60504

[Legal Description to be confirmed]

EXHIBIT A-2

Depiction of Subject Property



EXHIBIT B

Planned Improvements

DESCRIPTION: Complete remodel and additions to existing Valley Honda Dealership, including:

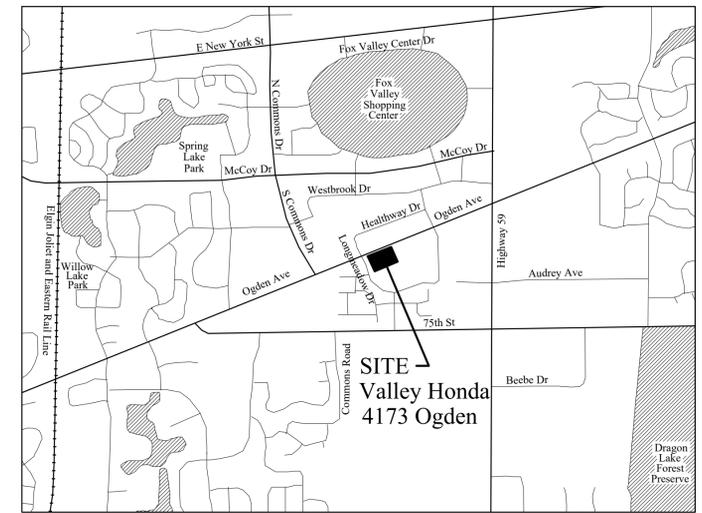
1. Building façade improvements/Required brand image update
2. Building expansion
 - a. New car delivery station
 - b. New tunnel car wash
 - c. Tool room
 - d. Increased capacity in service area and third drive lane
 - e. Increased administrative offices on second level
 - f. Increased showroom area
 - g. Buildout electrification infrastructure

DEPICTION: See attached renderings

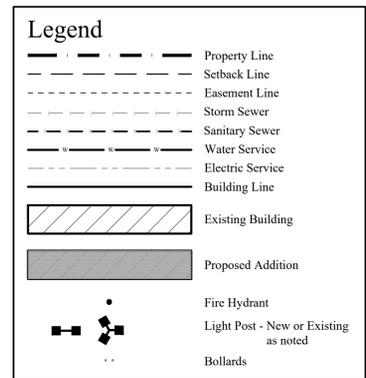
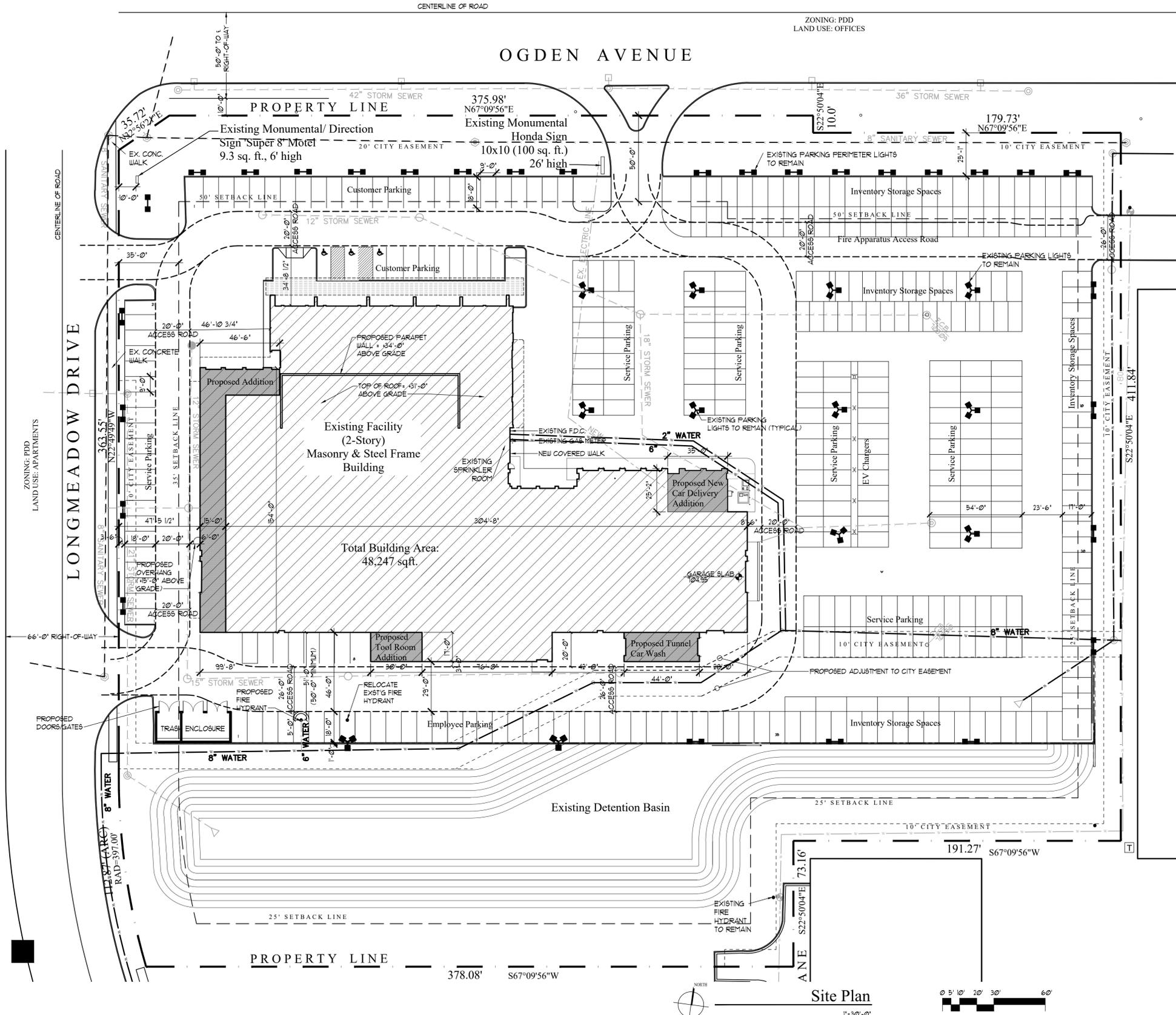
Valley Honda

4173 Ogden Avenue, Aurora, IL

-Final Plan-



Vicinity Map
N.T.S. 1



ARCHITECT:
Konstant Architecture Planning
5300 Golf Road
Skokie, Illinois 60077
Ph: 847-967-6115
Fax: 847-967-0111

CIVIL ENGINEER:
Bono Consulting, Inc.
3158 S. River Road, Suite 231
DesPlaines, Illinois 60018
Ph: 847-296-2400
Fax: 847-296-3002

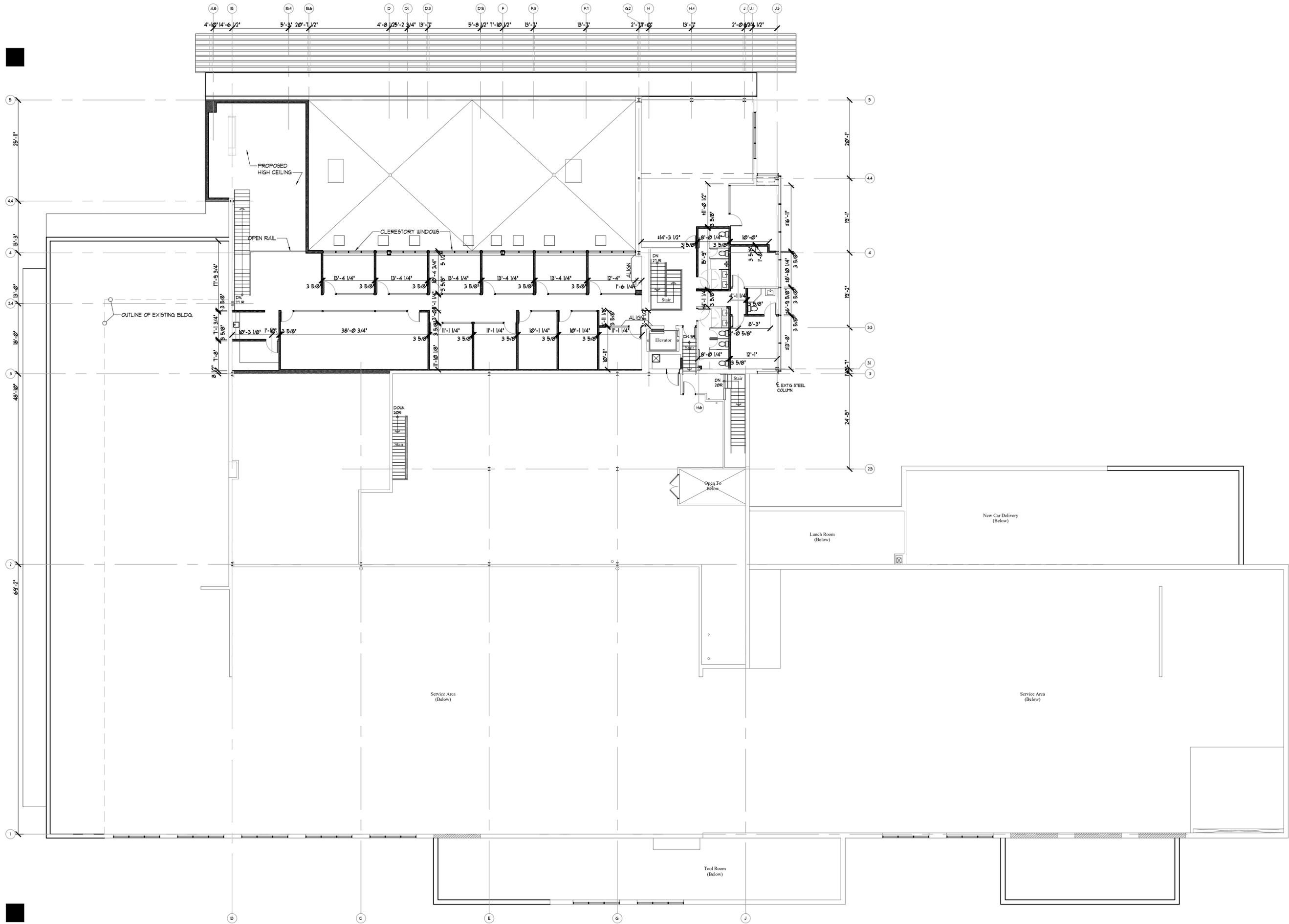
SITE LOCATION
4173 Ogden Ave.
Aurora, Illinois 60504
Permanent Index Numbers
07-28-205-005
07-28-205-006

Development Data Table: Final Plan					
Description	Value	Unit	Description	Value	Unit
a) Tax/Parcel Identification Number(s) (PINs): 07-28-205-005 and 07-28-205-006			i) Total Number of Residential Dwelling Units	0	units
			i. Gross Density	0.00	du/acre
			ii) Number of Single Family Dwelling Units	0	units
			i. Gross Density	0.00	du/acre
			ii. Unit Square Footage (average)	0	square feet
			iv. Bedroom Mix	0%	% 1 bdr
				0%	% 2 bdr
				20%	% 3 bdr
				80%	% 4 bdr
			v. Number of Single Family Corner Lots	0	units
			vi) Number of Single Family Attached Dwelling Units	0	units
			i. Gross Density	0.00	du/acre
			ii. Unit Square Footage (average)	0	square feet
			iv. Bedroom Mix	0%	% 1 bdr
				80%	% 2 bdr
				10%	% 3 bdr
				0%	% 4 bdr
			m) Number of Multifamily Dwelling Units	0	units
			i. Gross Density	0.00	du/acre
			ii. Unit Square Footage (average)	0	square feet
			iv. Bedroom Mix	0%	% 1 bdr
				40%	% 2 bdr
				50%	% 3 bdr
				10%	% 4 bdr
			n) Number of buildings	1	units
			i. Number of stories	2	stories
			ii. Building Square Footage (typical)	59620.7	square feet
			iii. Square Footage of retail floor area	6590	square feet
			iv. First Floor Building Square Footage (typical)	46247	square feet

Date: 12/18/24
Petition Comments

Konstant Architecture Planning
 5300 Golf Road
 Skokie, Illinois 60077
 847-967-6115
 Property Owner / Petitioner:
 Roush Leasing, Inc. - Mark VanBenschoten
 100 West Schrock Rd, Westerville, OH, 43081

-Final Plan-



Proposed Second Floor Plan
3/32"=1'-0"



Konstant Architecture Planning

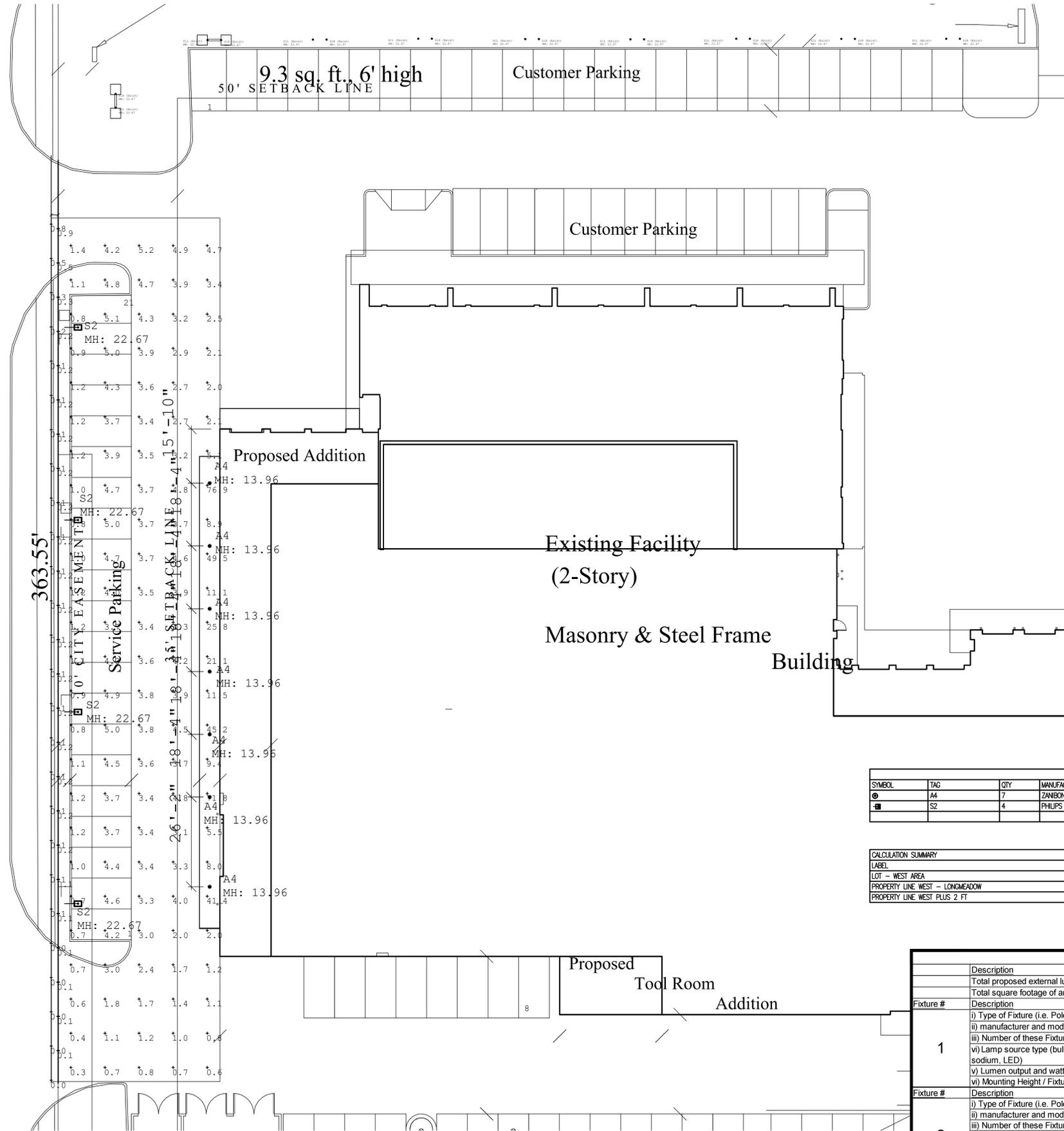
5300 GOLF ROAD
SKOKIE ILLINOIS 60077
847-9967-6115-ILC
Property Owner / Petitioner:
Roush Leasing, Inc. - Mark VanEenschaoten
100 West Schrock Rd, Westerville, OH, 43081

LONGMEADOW DRIVE



LIGHTING SITE PHOTOMETRICS PLAN

SCALE 1/16" = 1'-0"



LUMINAIRE SCHEDULE					
SYMBOL	TAG	QTY	MANUFACTURER	DESCRIPTION	MOUNTING HEIGHT
⊙	A4	7	ZANIBONI LIGHTING	D6-LUN6-5040A-2S-WS-0 (RECESSED DOWNLIGHT)	13.96'
⊙	S2	4	PHILIPS GARDCO	ECF-S-32L-1A-CW-G2-BLC (POLE-MOUNTED)	22.67'

CALCULATION SUMMARY		CALCULATION SUMMARY					
LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
LOT - WEST AREA	ILLUMINANCE	Fc	5.63	76.9	0.3	18.77	256.33
PROPERTY LINE WEST - LONGMEADOW	ILLUMINANCE	Fc	0.22	0.9	0.1	2.20	9.00
PROPERTY LINE WEST PLUS 2 FT	ILLUMINANCE	Fc	0.13	0.8	0.0	NA	NA

Photometric Data Table		
Description	Value	Unit
Total proposed external lumens	74,024	Lumens
Total square footage of area to be illuminated.	11,967	Square Feet
Fixture #	Description	Value
1	i) Type of Fixture (i.e. Pole, Wall Mounted)	Pole Mounted
	ii) manufacturer and model number(s)	Philips Gardco ECF-S-32L-1A-CW-G2-BLC
	iii) Number of these Fixtures Shown	4
	iv) Lamp source type (bulb type, i.e. high pressure sodium, LED)	LED
	v) Lumen output and wattage per Fixture	136
	vi) Mounting Height / Fixture Height	23
Fixture #	Description	Value
2	i) Type of Fixture (i.e. Pole, Wall Mounted)	Ceiling-mounted, recessed
	ii) manufacturer and model number(s)	Zaniboni Lighting D6-LUNA6-5040A-2S-WS-0
	iii) Number of these Fixtures Shown	7
	iv) Lamp source type (bulb type, i.e. high pressure sodium, LED)	LED
	v) Lumen output and wattage per Fixture	100
	vi) Mounting Height / Fixture Height	14

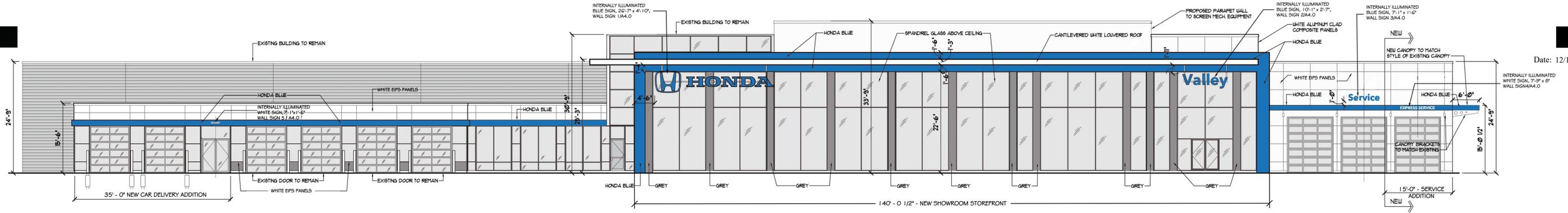
Kent W. Locke
 signature
 12/06/2024
 date
 license expires on 11-30-2025



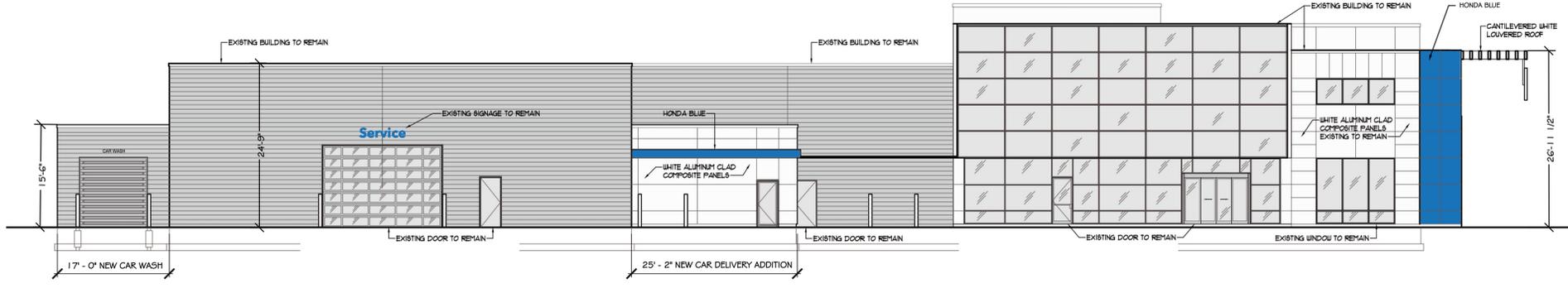
Konstant Architecture Planning
 5300 Golf Road
 Skokie, Illinois 60077
 847-967-6115-11c
VALLEY HONDA - REMODEL
 4173 OGDEN AVENUE, AURORA, ILLINOIS

- Elevations -

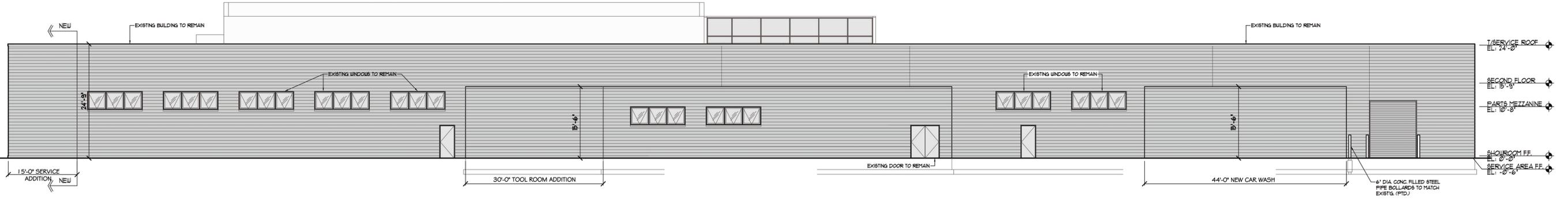
Date: 12/18/24



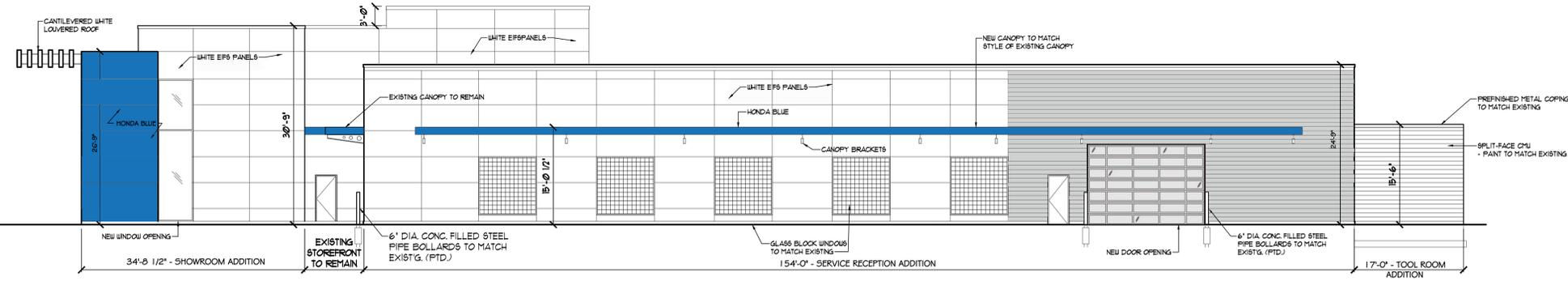
North Elevation
3/32"=1'-0"



East Elevation
3/32"=1'-0"



South Elevation
3/32"=1'-0"



West Elevation
3/32"=1'-0"

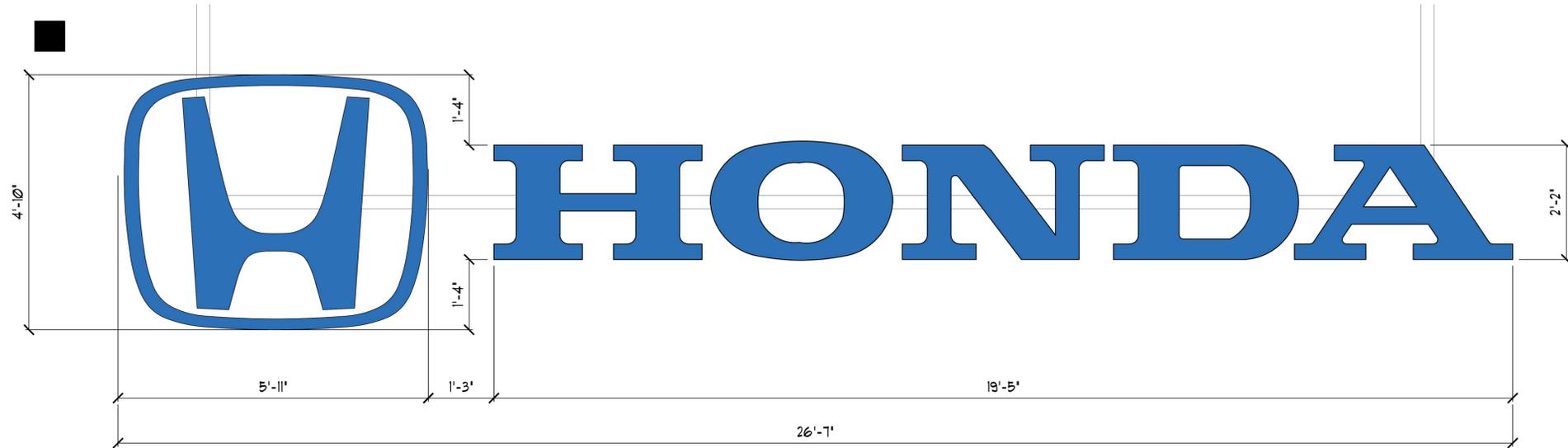
ITEM	DESCRIPTION
ROOF TYPICAL	60 MIL FULLY ADHERED TPO
ROOF COPING	606 NICH THICK PRE-FINISHED ALUMINUM ALPOLIC BREAK METAL, WHITE OR BLUE
FIN-FRAMES, ALUM. WALL SIDING	ALUMINUM COMPOSITE METAL, ALPOLIC OR ALUCORON. COLOR: WHITE OR BLUE
OVERHANGING CANOPY CEILING & BRACKETS	ALUMINUM COMPOSITE METAL, ALPOLIC OR ALUCORON. COLOR: WHITE OR BLUE
STOREFRONT COLUMN & WALL PANELS	EXTERIOR FIBER CEMENT PANELS, PANEL FINISH: NC OR FINISH: COLOR GUNPODER (GRAY)
STOREFRONT DOORS	KARBERN TRIPLE VERGULAZE ADJUST FINISHING SYSTEM, YELLOW & HARDSHINE, BLACK, GLAZING CLEAR, LOG-IRON
CURTAIN WALL SYSTEM	PRE-FINISHED TUBULAR ALUMINUM FINISH, COPINATION OF 1" THICK INSULATED VISION GLASS AND 1" THICK INSULATED GLASS SPANDREL PANELS. CRL IS ALUMINUM, YELLOW & HARDSHINE, BLACK, GLAZING CLEAR, LOG-IRON
EXTERIOR INSULATION FINISH SYSTEMS	EPS - DRYVIT OUTLATION PLUS HD, COLOR: HONDA BLUE, WHITE, & GRAY
EXISTING SURFACE CPU	FOR PAINT - WHITE OR GRAY

ELEVATION DATA TABLE : ELEVATIONS		
DESCRIPTION	VALUE	UNIT
a) Building Height in Feet (typical)	24'-0"	Feet
b) Total Building Square Footage (typical)	35,363,629	Square Feet
c) First Floor Building Square Footage (typical)	48,387,126	Square Feet
d) Number of Building Stories (typical)	2	
e) Exterior Material Lvl. (including colors) for all buildings and accessory structures	SEE EXTERIOR FINISH SCHEDULE TABLE	

ELEVATION DATA TABLE : WALL SIGNAGE			
Wall Sign #	DESCRIPTION	VALUE	UNIT
ES-1 - Service Signage	1) Width of Facade - on which Sign is Located	41	Feet
	2) Height of Facade - on which Sign is Located	24.75	Feet
	3) Square Footage of Facade - on which Sign is Located	1013.25	Square Feet
	4) Number of Building Stories (typical)	2	
ES-2 - Honda Logo	1) Width of Sign Face	71	Feet
	2) Height of Sign Face	5	Feet
	3) Square Footage of Sign Face	355	Square Feet
	4) Percent of Sign Coverage - Facade on which Sign is Located	33%	Percent
ES-3 - Dealer Sign	1) Width of Facade - on which Sign is Located	42	Feet
	2) Height of Facade - on which Sign is Located	21	Feet
	3) Square Footage of Facade - on which Sign is Located	882	Square Feet
	4) Percent of Sign Coverage - Facade on which Sign is Located	8%	Percent

ELEVATION DATA TABLE : WALL SIGNAGE			
Wall Sign #	DESCRIPTION	VALUE	UNIT
ES-4 - Service Signage	1) Width of Facade - on which Sign is Located	41	Feet
	2) Height of Facade - on which Sign is Located	24.75	Feet
	3) Square Footage of Facade - on which Sign is Located	1013.25	Square Feet
	4) Number of Building Stories (typical)	2	
ES-5 - Honda Logo	1) Width of Sign Face	71	Feet
	2) Height of Sign Face	5	Feet
	3) Square Footage of Sign Face	355	Square Feet
	4) Percent of Sign Coverage - Facade on which Sign is Located	33%	Percent
ES-6 - Dealer Sign	1) Width of Facade - on which Sign is Located	42	Feet
	2) Height of Facade - on which Sign is Located	21	Feet
	3) Square Footage of Facade - on which Sign is Located	882	Square Feet
	4) Percent of Sign Coverage - Facade on which Sign is Located	8%	Percent

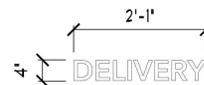
Konstant Architecture Planning
 5300 Golf Road, Skokie, Illinois 60077, 847-9667-6115-INC.
Valley Honda - Remodel
 Property Owner / Feltlener, Roush Leasing, Inc. - Mark VanEenschen
 100 West Schrock Rd, Westerville, OH, 43081
 4173 Ogden Avenue, Aurora, Illinois



Wall Sign 1 - EG-2: Honda Logo

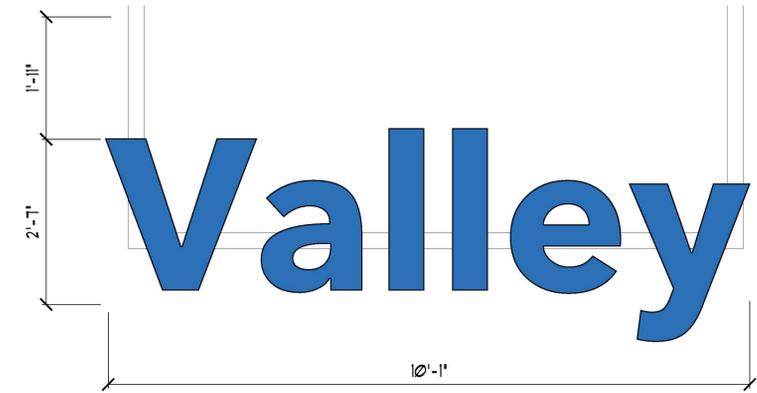
- Internally illuminated 5" deep dimensional letters and logo with blue returns and trim caps to match.
- Blue during the day, illuminated white at night.
- Post mounted to metal post, then suspended to exterior facade. Metal post should be hidden by the crossbar of the 'H' and 'A'.
- See Exterior Elevations for placement on building.
- New Sign as part of Honda Refresh.

Elevation Data Table: Wall Signage			
Wall Sign #	Description	Value	Unit
1	i) Width of Façade - on which Sign is Located	142.00	Feet
	ii) Height of Façade - on which Sign is Located	27.00	Feet
	iii) Square Footage of Façade - on which Sign is Located	3,834.00	Square Feet
	v) Width of Sign Face	27.00	Feet
	v) Height of Sign Face	5.00	Feet
	vi) Square Footage of Sign Face	135.00	Square Feet
	vii) Percent of Sign Coverage - Façade on which Sign is Located	4%	Percent
2	i) Width of Façade - on which Sign is Located	142.00	Feet
	ii) Height of Façade - on which Sign is Located	27.00	Feet
	iii) Square Footage of Façade - on which Sign is Located	3,834.00	Square Feet
	v) Width of Sign Face	10.00	Feet
	v) Height of Sign Face	2.50	Feet
	vi) Square Footage of Sign Face	25.00	Square Feet
	vii) Percent of Sign Coverage - Façade on which Sign is Located	1%	Percent
3	i) Width of Façade - on which Sign is Located	47.00	Feet
	ii) Height of Façade - on which Sign is Located	24.75	Feet
	iii) Square Footage of Façade - on which Sign is Located	1,163.25	Square Feet
	v) Width of Sign Face	7.00	Feet
	v) Height of Sign Face	1.50	Feet
	vi) Square Footage of Sign Face	10.50	Square Feet
	vii) Percent of Sign Coverage - Façade on which Sign is Located	1%	Percent
4	i) Width of Façade - on which Sign is Located	47.00	Feet
	ii) Height of Façade - on which Sign is Located	24.75	Feet
	iii) Square Footage of Façade - on which Sign is Located	1,163.25	Square Feet
	v) Width of Sign Face	7.75	Feet
	v) Height of Sign Face	0.75	Feet
	vi) Square Footage of Sign Face	5.81	Square Feet
	vii) Percent of Sign Coverage - Façade on which Sign is Located	0.5%	Percent
5	i) Width of Façade - on which Sign is Located	88.00	Feet
	ii) Height of Façade - on which Sign is Located	15.50	Feet
	iii) Square Footage of Façade - on which Sign is Located	1,364.00	Square Feet
	v) Width of Sign Face	2.00	Feet
	v) Height of Sign Face	0.33	Feet
	vi) Square Footage of Sign Face	0.66	Square Feet
	vii) Percent of Sign Coverage - Façade on which Sign is Located	0.05%	Percent



Wall Sign 5 - EG-5: Delivery Sign

- Internally illuminated 2" deep dimensional letters and logo with blue returns and trim caps to match.
- Blue during the day, illuminated white at night.
- Mounted flush to the surface of the exterior wall.
- See Exterior Elevations for placement on building.
- New Sign as part of Honda Refresh.



Wall Sign 2 - EG-3: Dealer Sign

- Internally illuminated 4" deep dimensional letters and logo with blue returns and trim caps to match.
- Blue during the day, illuminated white at night.
- Post mounted to metal post, then suspended to exterior facade. Metal post should be hidden by the crossbar of the 'e'.
- See Exterior Elevations for placement on building.
- New Sign as part of Honda Refresh.



Wall Sign 3 - EG-4a: Service Signage

- Internally illuminated 3" deep dimensional letters and logo with blue returns and trim caps to match.
- Blue during the day, illuminated white at night.
- Mounted flush to the surface of the exterior wall.
- See Exterior Elevations for placement on building.
- New Sign as part of Honda Refresh.



Wall Sign 4 - EG-4b: Service Signage

- Internally illuminated 2" deep dimensional letters and logo with white returns and trim caps to match.
- Mounted flush to the surface of the canopy.
- See Exterior Elevations for placement on building.
- New Sign as part of Honda Refresh.

EXHIBIT C
Cost Estimate

Valley Honda - Blue Stage Remodeling
Project Budget

2/17/25 9:42 AM

Strictly Confidential and Proprietary

General Labor	\$	1,750,000
Demolition	\$	495,310
Excavation and Backfill	\$	224,800
Concrete	\$	475,185
Structural Steel	\$	982,850
Masonry	\$	443,100
Exterior Insulation and Finish System	\$	151,250
Aluminum Composite Material Field Panels	\$	689,870
Glazing	\$	589,350
Roofing	\$	339,600
Plumbing	\$	547,340
HVAC	\$	989,900
Electrical	\$	1,205,000
Fire Protection	\$	200,000
Metal Stud Framing and Sheathing	\$	462,650
Dryall	\$	246,500
Insulation	\$	120,000
Interior Finishes	\$	2,409,524
Front Pergola / Canopies at Service Drive	\$	250,000
Site Work	\$	1,000,000
Furniture, Fixtures and Equipment	\$	1,300,000
Contractor Fees	\$	1,912,084
Architectural / Engineering and Other Fees	\$	<u>797,940</u>
	\$	<u>17,582,253</u>