



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, APRIL 3, 2017 – 7:00 p.m.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.
AGENDA**

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

ROLL CALL

SWEARING IN OF PATROL OFFICER

1. Officer Michael Robinson

PUBLIC HEARINGS

1. Metronet Cable Franchise Agreement (Continued from March 6, 2017)
2. Randall Highlands Annexation Agreement Amendment
3. Oberweis Exchange of Land

PROCLAMATION

1. Arbor Day

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Approval of Village Board Minutes dated 3/20/2017 and Committee of the Whole Minutes dated 3/20/2017
2. Approval of Travel and Expenses for Business Purposes in the amount of **\$75.00**
3. Approval of a Bill List dated April 3, 2017 in the Amount of **\$219,751.01**

NEW BUSINESS

1. Approval of an Ordinance Approving the Amendment to the Annexation Agreement between Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision Randall Crossing Hotel and Multi-family Development, and Fee Reduction
2. Approval of an Ordinance Approving an Amendment to the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development affecting only a portion of the Randall Crossing Commercial Development

3. Approval of an Ordinance Approving a Map Amendment for property in the Randall Crossing Development in the Village of North Aurora
4. Motion to Waive Bids and Approve of a Contract with Western Remac Inc. for an Amount not to Exceed **\$70,000** for the Design, Build, and Installation of a Community Sign
5. Approval of an Ordinance Amending Chapter 9.38 to the Village's Code in Reference to Prohibiting the Possession of Cannabis and Drug Paraphernalia
6. Approval of a Resolution Approving an Agreement between the Village of North Aurora and Chesterfield H.O.A. for the Acquisition of Feltes Lane
7. Approval of an Ordinance Amending Chapter 13.28.04 of the Village of North Aurora Municipal Code relating to Watering Permits
8. Approval of a Contract with Melrose Pyrotechnics in the Amount of **\$25,000.00** for the July 3, 2017 Fireworks Show

OLD BUSINESS

VILLAGE PRESIDENT'S REPORT

COMMITTEE REPORTS

TRUSTEES' COMMENTS

ADMINISTRATOR'S REPORT

ATTORNEY'S REPORT

FIRE DISTRICT REPORT

VILLAGE DEPARTMENT REPORTS

1. Finance
2. Community Development
3. Police
4. Public Works
5. Water

ADJOURN

Initials: SB



PROCLAMATION

Arbor Day 2017

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the whole world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

NOW, THEREFORE, BE IT PROCLAIMED, I, Dale Berman, Village President of the Village of North Aurora do hereby proclaim April 28, 2017 as

"ARBOR DAY"

in the Village of North Aurora, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the hearts and promote the well-being of this and future generations on this 28th day of April, 2017.

Dated this _____ day of _____, 2017

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
MARCH 20, 2017**

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Laura Curtis, Trustee Mike Lowery, Trustee Chris Faber, Trustee Mark Gaffino, Trustee Mark Guethle, Village Clerk Lori Murray. **Not in attendance:** Trustee Mark Carroll.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Streets Superintendent Brian Richter, Water Superintendent Paul Young, Village Attorney Kevin Drendel, Village Engineer Jim Bibby.

PUBLIC HEARING

1. Kane DuPage Soil and Water Conservation District – National Pollution Discharge Elimination System (NPDES) – Ashley Curran

Mayor Berman opened the public hearing. Public Works Director John Laskowski explained that the Village has been designated by the EPA as a MS4 community. When receiving this designation, there are certain aspects of the national pollution discharge elimination system that you need to comply with. The Village has an ILR40 permit that requires the filing of a notice of intent. Part of the notice of intent is to allow the public to comment and provide input. Ashley Curran from the Kane Dupage Soil and Water Conservation District was in attendance to answer any questions from the Board. Mayor Berman said that Kane County recently resurrected the Stormwater Committee, which Mayor Berman is chairman of and they will be meeting on a monthly basis. The committee is also interested in clean water with the Northwest Water Planning Authority of which Mayor Berman also sits on. Mayor Berman closed the public hearing.

George Schramer, 708, Lindsay Circle, North Aurora, IL asked since when does the local government charge residents more money for less services. In particular, the use of city water. I use less than a thousand gallons every 3 months. My city water bill says I use 3,000 gallons every two months. I would prefer if you increased the small cost in my property tax bill which I can deduct off of my IRS yearly report. If there are going to be increased cost of services, put it in the property tax bill so that it can be deducted. Berman said, as he had mentioned during “Coffee with the Mayor”, the Village charges the minimum fee so we disperse the cost of the water system over all the users. Beyond that, you pay for what you use. In this case, we have a minimum charge which everyone pays, because that is what pays for our overall water system. Mayor Berman closed the Public Hearing at this time.

TRUSTEE COMMENTS – None

CONSENT AGENDA

1. Approval of Village Board Minutes dated 3/06/2017 and Committee of the Whole Minutes dated 3/06/2017

2. Approval of a Bill List dated March 20, 2017 in the Amount of \$264,756.04

Motion for approval made by Trustee Guethle and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

NEW BUSINESS

1. Approval an Ordinance Providing for the Issue of Approximately \$5,800,000 of General Obligation Bonds (Alternate Revenue Source) of the Village for the Purpose of Improving the Village's Waterworks System, Providing for the Pledge of Waterworks System Revenues to the Payment of the Bonds and the Levy of Taxes to Pay the Bonds if Waterworks System Revenues are Insufficient and Providing for the Sale of the Bonds to the Purchaser Thereof

Hannah said that the Village held a competitive bid process this morning. Kevin McCanna of Speer Financial addressed the Board. There were 5 bids. Best bid was from Cantor Fitzgerald out of Memphis, Tennessee with a rate of 3.08% and ended up at a 2.95%. Hannah said there is an updated ordinance for the Village to consider this evening incorporating the successful bidder of the bonds. Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

2. Approval of an Ordinance Approving a Cable Franchise Renewal Agreement with Comcast of Illinois XIII, L.P.

This is a 10-year agreement. It is the same as the last agreement with the difference being the addition of HD quality for PEG Access should the Village produce programming in the future to meet those qualifications. Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

3. Approval of a Letter of Understanding with the State of Illinois for the maintenance of Sidewalks and ADA Ramps on State R.O.W. by the Village of North Aurora

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

4. Approval of the Third Amendment to the Princeton Water Tower Lease Agreement with AT&T

The agreement would be for 3.5% annual basis for five years with three consecutive 5 year contracts after that. Motion for approval made by Trustee Gaffino and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

5. Approval of Funding in an Amount not to Exceed \$19,480.00 for the installation of two Miox Generators at the East Treatment Plant

Motion for approval made by Trustee Guethle and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

6. Approval of an Ordinance Granting a Special Use pursuant to Title 17, Chapter 8 of the North Aurora Zoning Ordinance to allow Motor Vehicle Repair and/or Service at 102 S.

Lincolnway in the B-3 Central Business District, Village of North Aurora, Illinois

Motion for approval made by Trustee Gaffino and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes.

Motion approved (5-0).

7. Approval of an Ordinance Approving the Site Plan for the Property Located on Lot 107 of the Randall Crossing Subdivision in the Village of North Aurora (North Aurora Smiles)

Motion for approval made by Trustee Curtis and seconded by Trustee Gaffino. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes.

Motion approved (5-0).

8. Approval of an Ordinance approving the Site Plan for the Property Located on Lot 1 of the North Aurora Towne Centre First Resubdivision in the Village of North Aurora (Riverfront Jeep)

Motion for approval made by Trustee Lowery and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes.

Motion approved (5-0).

9. Approval of a Bid from Geneva Construction in the Amount of \$1,364,275.78 for the 2017 Street Improvements Program

Motion for approval made by Trustee Lowery and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes.

Motion approved (5-0).

10. Approval of a Bid from Cox Landscaping in the Amount of \$8,873.00 for the 2017 Grass Cutting Program

The agreement would be for 28 weeks of mowing. Motion for approval made by Trustee Faber and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

11. Approval of the Purchase of Road Salt in an Amount not to Exceed \$187,894.00 per State of Illinois Purchasing Contract

Motion for approval made by Trustee Guethle and seconded by Trustee Gaffino. **Roll Call Vote:**

Trustee Guethle – yes, Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Curtis – yes. **Motion approved (5-0).**

OLD BUSINESS - None

VILLAGE PRESIDENT'S REPORT - None

COMMITTEE REPORTS - None

TRUSTEES' COMMENTS - None

ADMINISTRATOR'S REPORT

-Village Board just approved salt for next year. We have received 100% to 102% of our allotment so the Village's salt barns are full.

-Introduced the new Public Works Director, John Laskowski. He comes from Dekalb where he was City Engineer and was an Interim Director of Public Works and was the Assistant Director at one point. He has worked in Hinsdale and Sycamore.

-Bosco stated that Paul Young found a dramatic savings for the Village with the MIOX units.

ATTORNEY'S REPORT - None

FIRE DISTRICT REPORT - None

VILLAGE DEPARTMENT REPORTS

1. **Finance** - None
2. **Community Development** - None
3. **Police** - None
4. **Public Works** - None
5. **Water** – The watermain program started this morning on the west side. A precon meeting is scheduled for Friday for the water tower painting project by the auto mall tower. Will mobilize and start on Monday.

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
MARCH 20, 2017**

CALL TO ORDER

Mayor Berman called the meeting to order.

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Laura Curtis, Trustee Mike Lowery, Trustee Chris Faber, Trustee Mark Gaffino, Trustee Mark Guethle, Village Clerk Lori Murray. **Not in attendance:** Trustee Mark Carroll.

Staff in attendance: Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Streets Superintendent Brian Richter, Water Superintendent Paul Young, Village Attorney Kevin Drendel, Village Engineer Jim Bibby.

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

DISCUSSION

1. Randall Crossing PUD Map Amendments

Ed Roberts, representing the petitioner, addressed the Board regarding the 7.86 acres in Randall Crossing. Other members of the development team included Theresa Bateman of NextGen Development, Mike Schoppe of Schoppe Design Associates and Mike Mueller of Cemcom (engineering firm). This proposal consists of a hotel, 40 townhomes and 2 restaurant pad sites. The plan is to take the existing property, create 4 lots ranging in size from an acre to 3.41 acres. Zoning would need to change from a B2 to an R3 for the townhomes. The hotel phase of the development would be developed first. The hotel is a 3-story, 64-room, extended-stay MyPlace prototype. The hotel brand is a second generation product of the Rivett family who developed a thousand hotels over 20 years under the brand name Super 8.

Trustee Curtis asked about the nightly room rate for the proposed My Place hotel. Roberts said that from a proforma standpoint, the rate is \$82/night. Curtis asked about the target market for the hotel. Roberts said that the target would be the corporate environment (manufacturing businesses along the I-88 corridor). It would target people who are coming in for training and meetings. Bosco stated that the average stay is 16 days. Curtis noted her concern that the hotel is an economy product and the outlot would be fast food business. Curtis said that this would not be desirable since the Village has a high end restaurant such as the Turf Room in the same location. Roberts said he envisions a Chili's type restaurant for the outlot. Trustee Gaffino said this topic came up in the concept plan and he agreed with Trustee Curtis with not wanting a fast food restaurant in this space. Gaffino said that he would like to see more upscale restaurants.

Community and Economic Development Director Mike Toth stated that restaurant sites are conceptual in nature. Built into the Randall Highland PUD, drive-thrus are a permitted use. The

Village does not have any mechanism through the special use process to deny a business with a quick service restaurant.

Trustee Guethle asked about the expected occupancy rate for the hotel throughout the year. Roberts said that My Place runs at a 66% occupancy.

There was concern by the Board regarding the look of the My Place sign. Toth said the Plan Commission recommended that the sign coloration be more of a neutral tone. Roberts said it is a registered trademark for a brand, so they are unable to change the dynamic of the sign or the coloring. He added that there was discussion about having dimmer switches for the signs and placement of eaves that may assist. There will be no signage on the west side of the building which is where the townhomes are located. Roberts asked that that placeholder be removed since they cannot change a registered trademark.

Mike Schoppe addressed the Board regarding the site plan. It is very similar to the last concept plan that was seen. Materials being used will accommodate a similar look to the Turf Room. Internal sidewalks will be added for access to the commercial area. They are also looking at a sidewalk connection for pedestrians which will be located by the southern townhomes.

Toth said that a special use is required for this project:

- Height deviation of the hotel from 35 feet to 35 feet 10 inches.
- Spacing of landscape islands.
- Building setbacks between building 3 and 4 of the townhome development.
- Building separation between buildings 1, 2 and 3 to accommodate a small fire closet.
- Temporary signage for townhome development.
- Map amendment required.
- Sunset clause to state that if this does not develop within a year, the actual property will remain in the B2 district.
- Site plan approval for the townhomes and hotel only.

In terms of impact fees, they are requesting to go from \$3.00/sf to \$1.00/sf. Toth said the impact fee portion is just for the hotel and not the townhomes.

The public hearing date is scheduled for April 3rd at the next Village board Meeting.

2. Watering Permit Text Amendments

The village code has a water conservation provision which allows those with even numbered addresses to water on even numbered days between 6am – 9am and 6pm – 9pm and those with odd numbered addresses on odd numbered days. There are special exemptions via a water permit in the form of a 10-day pass. This allows watering for 8 hours on the first day and the remaining 9 days between 6am – 9am and 6pm – 9pm. The village issues about 50 of these a year.

Toth said that the Village is looking to eliminate the requirement for staff to come before the board to acquire a certain number of permits that would be allocated for the year. There would be no cap on the number of these permits that would be issued each year.

3. Community Sign

Three companies were interviewed to develop a new community sign to replace the existing one currently located at the corner of Route 31 and State Street. The Village chose Western Remac, Inc.

The Village will have \$70,000 that will be placed in the budget for June 1st. The question for the Board was if it wanted to move forward with sponsorship requests, who will be the sponsors and what would be the required dollar amount.

Trustee Gaffino asked if the existing sign would be used in any way. Bosco said it would probably not be used. Bosco noted, however, that there is a provision in the code that will allow for an exemption. If the Village keeps some of the existing pole structure, the new sign could be higher than the 8 feet that is required along the Route 31 corridor.

Curtis said her concern is that the sign will minimize the marketability of that corner. Someone might want to develop that corner but not like the idea of the community sign on their lot. Faber asked if the sign will be moveable. Bosco said yes. Signs built on highway corners are made to breakaway. Curtis asked about the logic in spending \$70,000 on a sign for a temporary location and didn't feel it was the best use of \$70,000. Trustee Gaffino said that people do look at the community sign for village information. Faber said that the sign will benefit the community. Guethle said that residents do use the sign and it is a great improvement to the community.

The Board decided to move forward with the sign with no sponsorships.

4. Budget Review

General Fund Revenues

3 revenues make up 79% of General Fund Revenues.

Sales tax revenues (44% of GF Revenues) are up 5% in the current YTD (7 months)
Next year projecting about a 2% increase or \$4,692,000.

Income tax revenue – has been down 9%. Projecting a 4% increase next year, taking into account the special census.

Property taxes make up 19% which incorporate the CPI factor from 2016. It is a \$35,000 increase in the general fund. However, after the pension requirement for the police pension fund, it is actually a net decrease of 9%.

State-shared income tax revenues (16% of GF Revenues) down 9% in current YTD (10 months). Projecting a 4.0% increase for next year or \$1,685,000.

The village will have a balanced general fund for next year. Revenues exceeding expenditures by about \$25,000. Maintaining our reserve level of 64% or \$6.8 million.

MFT Fund

MFT revenues projected to increase to \$450,000 from \$435,000.

Initial estimate of Village's share of Airport Road/Ice Cream Drive/Alder Project was \$700,000 and is now about \$450,000. Approx \$700,000 reserve in the MFT Fund.

TIF Funds

Current year increment in Route 31 TIF fund \$377,000 with an increase to \$385,000 next year.

Completion of Smoketree Phase III for \$366,000 in Route 31 TIF Fund.

Reconstruction of Alley in North Lincolnway TIF Fund for about \$41,000.

Capital Projects Fund

Total dedicated funding of 0.50% sales tax and 3% utility taxes equals \$1,670,000 in the current year. It is projected to be \$1,718,000 next year.

Sanitary Sewer Fund

The village completed sanitary sewer lining last fiscal year and began televising and cleaning this current fiscal year for \$153,000. Approximately 258,600 lineal feet remains at a cost of \$362,000 over two years.

Water Fund

The Board approved the bond issuance tonight for construction of Wells 8 & 9. Watermain replacement and remaining funds for new central water tower over the next 2-3 years.

Increased maintenance and replacement costs with two treatment plants:

MIOX Generators \$480,000 over next three years .

Cleaning backwash treatment plant tanks \$50,000.

Mixer Motors \$16,000; Other replacement items \$20,000.

Vehicles, Capital Equip and IT

Replacement of 5 police patrol vehicles with 2017 Ford Explorer AWD for \$230,00 (\$46,000 each includes changeover costs)

Replacement of 5-yard Truck (2004 Low Pro) for \$150,000

Replacement Pickup Truck Public Works (2003 Blazer) for \$23,000

Replace Used 2006 Explorer at Village Hall with new vehicle \$25,000

Replacement of Police Department Camera System (server and Cameras) \$55,000

Street Superintendent Brian Richter said that moving away from the Caprices is good because they are hard to service and are in the garage twice a week. The Village currently has 9 Caprices.

ADJOURN TO EXECUTIVE SESSION

Motion made by Trustee Guethle and seconded by Trustee Gaffino to adjourn to executive session for the purpose of reviewing Executive Session Minutes. All in favor. **Motion approved.**

Executive session Meeting

- 1. Review Executive Session Minutes dated 11/7/16; 11/21/16 Session I; 11/21/16 Session II; 2/6/17 Session I; 2/6/17 Session II**

(return from Executive Session)

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	AMOUNT	DATE
Dale Berman	Metro West Board Meeting	Expense	\$ 35.00	3/23/2017
Dale Berman	State of the City of Aurora (Aurora Area Chamber of Commerce)	Expense	\$ 40.00	3/22/2017



VILLAGE OF NORTH AURORA TRAVEL REQUEST--FORM A

Updated March 2017

If any travel expense(s) or reimbursement requests exceed the maximum allowable amounts per policy, they must be approved by a roll call vote of the Village Board. All Village Board Members expense(s) or reimbursements must be approved by a roll call vote of the Village Board.

Name(s):	DALE BERMAN	Event:	STATE OF THE CITY AURORA
Position(s):	VILLAGE President	Purpose(s):	

Dates of Training/Travel

From:	3/22/17	To:	3/22/17
Department:	VLG BOARD	Destination:	AURORA
Mode of Transportation:		GL Account Number:	

*Please see the back of the form for limitations of reimbursement and the excerpt for Section 9.10 of the HR Manual.

Expense Category	Estimate	Actual	Per Diem Rates for North Aurora and Kane County (1)
Transportation To/From Event	\$	\$	Breakfast: \$11 Lunch: \$12 Dinner: \$23 *Includes Tips/Gratuities
Lodging	\$	\$	
Transportation During Event	\$	\$	
Registration	\$ 40.00	\$ 40.00	
Meals & Tips/Gratuities	\$	\$	
Miscellaneous	\$	\$	
Describe Misc:			
TOTAL EXPENSES	\$ 40.00	\$ 40.00	

(1): Localities outside this proximity may result in different per diem rates and can be found at gsa.gov

Travel Request:

By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.

Estimate Expense Approval Signatures

Employee:	<i>Dale Berman</i>	Date:	3-21-17
Department Head/Immediate Supervisor:		Date:	
Executive Assistant:	<i>Cindy Zarraco</i>	Date:	3/22/17
Actual Expense Approval Signatures			
Employee:	DALE BERMAN	Date:	3/21/17
Department Head:		Date:	
Other:		Date:	

Do any actual expense(s) or reimbursal requests exceed the maximum allowable amounts per policy:	Yes or No
If yes, please explain:	

Village Board Roll Call Vote Approval, if necessary:

Date:

4/3/2017
Board meeting

Cindy Torracco

From: Kristianson, Jennine <JKristianson@aurorachamber.com>
Sent: Monday, March 20, 2017 4:27 PM
To: Cindy Torracco
Subject: Invoice 235974 from GREATER AURORA CHAMBER OF COMMERCE
Attachments: Inv_235974_from_Greater_Aurora_Chamber_of_Commerce_3364.pdf

Greater Aurora Chamber of Commerce

Invoice Due 03/20/2017
235974

Amount Due: **\$40.00**

Dear Cindy:

Attached is Mayor Berman's invoice for the State of the City Address.

For your convenience, we also accept credit card payment (Visa, MasterCard, American Express and Discover) via our website at www.chamberlogin.com or by calling us with your credit card information.

Thank you for your business - we appreciate it very much.

Sincerely,

Jennine Kristianson, Finance Manager
Aurora Regional Chamber of Commerce
43 W. Galena Blvd, Aurora, IL 60506
jkristianson@aurorachamber.com
630.256.3188 Fax: 630.256.3189



VILLAGE OF NORTH AURORA TRAVEL REQUEST--FORM A

Updated March 2017

If any travel expense(s) or reimbursement requests exceed the maximum allowable amounts per policy, they must be approved by a roll call vote of the Village Board. All Village Board Members expense(s) or reimbursements must be approved by a roll call vote of the Village Board.

Name(s): DALE BERMAN	Event: METRO WEST
Position(s): VILLAGE PRESIDENT	Purpose(s): Metro West Board Meeting

Dates of Training/Travel

From: 3/23/17	To: 3/23/17
Department: VILLAGE BOARD	Destination: YORKVILLE
Mode of Transportation:	GL Account Number: 01.430.4390

*Please see the back of the form for limitations of reimbursement and the excerpt for Section 9.10 of the HR Manual.

Expense Category	Estimate	Actual	Per Diem Rates for North Aurora and Kane County (1)
Transportation To/From Event	\$	\$	Breakfast: \$11 Lunch: \$12 Dinner: \$23 *Includes Tips/Gratuities
Lodging	\$	\$	
Transportation During Event	\$	\$	
Registration	\$ 35.00	\$ 35.00	
Meals & Tips/Gratuities	\$	\$	
Miscellaneous	\$	\$	
Describe Misc:			
TOTAL EXPENSES	\$ 35.00	\$ 35.00	

*(1): Localities outside this proximity may result in different per diem rates and can be found at gsa.gov

Travel Request:

By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.

Estimate Expense Approval Signatures

X Employee: **DALE BERMAN** Date: **3/23/17**
X Department Head/Immediate Supervisor: _____ Date: _____
Executive Assistant: **Cindy Dorraco** Date: **3/23/17**

Actual Expense Approval Signatures

Employee: **DALE BERMAN** Date: **3/27/17**
Department Head: _____ Date: _____
Other: _____ Date: _____

Do any actual expense(s) or reimbursal requests exceed the maximum allowable amounts per policy:	Yes or No
If yes, please explain:	

Village Board Roll Call Vote Approval, if necessary:

Date:

4/3/2017
Board meeting

Metro West Council of Government
5 East Downer Place - Ste. E
Aurora, IL 60505
PLEASE NOTE OUR NEW
ADDRESS

Invoice

Date	Invoice #
3/27/2017	2922

Bill To
Village of North Aurora Attn: Accounts Payable 25 East State Street North Aurora, Illinois 60542

Description		Amount
Board Meeting-March 23, 2017-Lakeview Grill, Yorkville Dale Berman and Steve Bosco		70.00
Total		\$70.00
Phone #		
630-859-1331		

Accounts Payable

To Be Paid Proof List

User: karolem
 Printed: 03/29/2017 - 4:32PM
 Batch: 00501.04.2017 - 04032017



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aaron Anderson						
043760						
Meeting Fees (1)	50.00	01-410-4016	Per Diem - Plan Commission	03072017	3/28/2017	04/03/2017
Total:	50.00	*Vendor Total				
ABC Carpet						
038040						
Carpet Cleaning/VH	1,450.00	01-445-4520	Public Buildings Rpr & Mtce	3192017	3/29/2017	04/03/2017
Carpet Cleaning/NAPD	1,450.00	01-445-4520	Public Buildings Rpr & Mtce	3262017	3/29/2017	04/03/2017
Total:	2,900.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest control/Trmt Plants/Well 5	159.00	60-445-4567	Treatment Plant Repair/Maint	4191413	3/28/2017	04/03/2017
Pest control/Well 5 House	60.00	60-445-4565	Water Well Rpr & Mtce	4191414	3/28/2017	04/03/2017
Total:	219.00	*Vendor Total				
Anna Helene Tuohy						
044040						
Meeting Fees (1)	50.00	01-410-4016	Per Diem - Plan Commission	03072017	3/28/2017	04/03/2017
Total:	50.00	*Vendor Total				
Ardith Paulus						
051370						
Refund Water Credit/Closed Acct	50.02	60-320-3340	Water Collections	66 S Walnut	3/28/2017	04/03/2017
Refund Water Credit/Closed Acct/Sewer	3.58	18-320-3350	Sewer Collection	66 S Walnut s	3/28/2017	04/03/2017
Total:	53.60	*Vendor Total				
AT&T Global Services, Inc.						
023770						
Maintenance Contract/April 2017	157.17	01-430-4651	Telephone	828333	3/29/2017	04/03/2017
Total:	157.17	*Vendor Total				
AT&T						
001620						
Internet/Phone/PWks Garage	161.50	01-445-4651	Telephone	137832452	3/29/2017	04/03/2017
Total:	161.50	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Aurora Area Convention						
003770						
Hotel Tax/Jan 2017	995.01	15-430-4752	90% Tourism Council	012017	3/28/2017	04/03/2017
Hotel Tax/Feb 2017/NA Hotel	739.86	15-430-4752	90% Tourism Council	022017	3/28/2017	04/03/2017
Total:	1,734.87	*Vendor Total				
Brackett, Michael						
005890						
Meeting Fees (1)	50.00	01-410-4016	Per Diem - Plan Commission	03072017	3/28/2017	04/03/2017
Total:	50.00	*Vendor Total				
Brian Richter						
034700						
Snow Plowing/Harners Breakfast (8)	80.00	01-445-4799	Misc. Expenditures	03132017	3/28/2017	04/03/2017
Total:	80.00	*Vendor Total				
Chicago Tribune						
026140						
Legal Ads (2) Rndll Crssng/LLC	214.62	90-000-E055	NA Lodging 1, LLC	3152191	3/28/2017	04/03/2017
Legal Ad/Grass Cutting Bids	96.40	01-445-4506	Publishing	682430	3/28/2017	04/03/2017
Total:	311.02	*Vendor Total				
Comcast Cable						
040740						
West Treatment Plant Internet	149.85	60-445-4652	Communications	041517	3/28/2017	04/03/2017
NAPD Internet	222.80	01-440-4652	Communications	042617	3/28/2017	04/03/2017
Total:	372.65	*Vendor Total				
Commonwealth Edison						
000330						
East Water Tower Electricity	134.41	60-445-4662	Utility	1313136025	3/28/2017	04/03/2017
Total:	134.41	*Vendor Total				
Communications Revolving						
007390						
IWIN/Feb 2017	718.32	01-440-4652	Communications	T1728438	3/28/2017	04/03/2017
Total:	718.32	*Vendor Total				
Crescent Electric Supply						
032500						
(4) Relay Coils@ Well #7	76.92	60-445-4565	Water Well Rpr & Mtce	S503304324.C	3/28/2017	04/03/2017
Total:	76.92	*Vendor Total				
Donald & Kathy VanMeter						
051280						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Refund Water Credit/Sewer	0.35	18-320-3350	Sewer Collection	1412 Oakland	3/28/2017	04/03/2017
Refund Water Credit	5.60	60-320-3340	Water Collections	1412 Oakland	3/28/2017	04/03/2017
Total:	5.95	*Vendor Total				
Doug Botkin						
047330						
Meeting Fees (1)	50.00	01-410-4016	Per Diem - Plan Commission	03072017	3/28/2017	04/03/2017
Total:	50.00	*Vendor Total				
Dynegy Energy Services						
048750						
Well #7 2/14 - 3/13	4,078.92	60-445-4662	Utility	0915059095	3/29/2017	04/03/2017
Well #4 2/9 - 3/9	8,777.80	60-445-4662	Utility	1383089059	3/29/2017	04/03/2017
Well #5 2/10 - 3/12	11,425.94	60-445-4662	Utility	3915126049	3/29/2017	04/03/2017
Well #3 2/9 - 3/9	1,431.65	60-445-4662	Utility	5587066023	3/29/2017	04/03/2017
Well #6 2/9 - 3/9	3,496.44	60-445-4662	Utility	6707024008	3/29/2017	04/03/2017
Total:	29,210.75	*Vendor Total				
Ed Hall						
051380						
Refund Water Credit/Sewer	2.10	18-320-3350	Sewer Collection	3 Oak/B swr	3/28/2017	04/03/2017
Refund Water Credit	26.65	60-320-3340	Water Collections	3 Oak/B wtr	3/28/2017	04/03/2017
Total:	28.75	*Vendor Total				
Entenmann-Rovin Co.						
000450						
New Officer Badges	296.50	01-440-4160	Uniform Allowance	0125515	3/28/2017	04/03/2017
Badge & Case for Chief	149.75	01-440-4160	Uniform Allowance	0125555	3/28/2017	04/03/2017
New Officer Badges	284.50	01-440-4160	Uniform Allowance	0125568	3/28/2017	04/03/2017
Total:	730.75	*Vendor Total				
Frost Electric Company, Inc.						
021540						
Locating/Hansen Blvd	230.00	10-445-4661	Street Light Repair/Maint	7005	3/29/2017	04/03/2017
Total:	230.00	*Vendor Total				
Griswold Feed & Seed Store						
001770						
Grass Seed/Fertilizer/Straw	156.00	60-445-4568	Watermain Rprs. & Rplcmts.	11274	3/28/2017	04/03/2017
Total:	156.00	*Vendor Total				
Harris Computer Systems						
041620						
CityView Software Installation	3,960.00	71-430-4870	Equipment	CT033075	3/29/2017	04/03/2017
CityView Software Data Collection	4,620.00	71-430-4870	Equipment	CT033083	3/29/2017	04/03/2017
Total:	8,580.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Hey and Associates, Inc.						
040900						
Towne Center Wetlands Submittal	2,000.00	17-032-4533	Maintenance	1600856552	3/28/2017	04/03/2017
	<hr/>					
Total:	2,000.00	*Vendor Total				
Identity Services, LLC						
050720						
Welcome Signs/Payment #3	40,747.12	21-454-4875	Capital Improvements	2134-5897	3/29/2017	04/03/2017
	<hr/>					
Total:	40,747.12	*Vendor Total				
LetrixUSA, Inc.						
042860						
Door Sign/Bosco	63.25	01-430-4411	Office Expenses	170063	3/29/2017	04/03/2017
	<hr/>					
Total:	63.25	*Vendor Total				
Lori Murray						
024960						
Meeting Fees (2)	100.00	01-410-4016	Per Diem - Plan Commission	jan/mar 2017	3/28/2017	04/03/2017
	<hr/>					
Total:	100.00	*Vendor Total				
Mark Rivecco						
039210						
Meeting Fees (1)	50.00	01-410-4016	Per Diem - Plan Commission	03072017	3/28/2017	04/03/2017
	<hr/>					
Total:	50.00	*Vendor Total				
Menards						
016070						
Misc Tools/Supplies/Trmnt Plnts	92.47	60-445-4567	Treatment Plant Repair/Maint	52586	3/29/2017	04/03/2017
Elec Connectors/Treatment Plants	7.25	60-445-4567	Treatment Plant Repair/Maint	52638	3/29/2017	04/03/2017
Plumbing Parts/Treatment Plant	56.79	60-445-4567	Treatment Plant Repair/Maint	52784	3/29/2017	04/03/2017
	<hr/>					
Total:	156.51	*Vendor Total				
Michael & Christi Erwin						
051360						
Refund Water Credit/Closed Acct	155.60	60-320-3340	Water Collections	202 Jessica	3/28/2017	04/03/2017
Refund Water Credit/Closed Acct/Sewer	13.33	18-320-3350	Sewer Collection	202 Jessica sw	3/28/2017	04/03/2017
	<hr/>					
Total:	168.93	*Vendor Total				
Midwest Awards						
001540						
Name Plates/Laskowski/Richter	15.90	01-445-4799	Misc. Expenditures	22453	3/29/2017	04/03/2017
	<hr/>					
Total:	15.90	*Vendor Total				
NIU Sponsored Programs Admn						
051430						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
NIU Intern 9/16-10/15 2016	1,207.04	01-430-4280	Professional/Consulting Fees	10157	3/29/2017	04/03/2017
NIU Intern 10/16-11/15 2016	1,207.04	01-430-4280	Professional/Consulting Fees	11157	3/29/2017	04/03/2017
NIU Intern 12/16/16-1/15/17	1,207.04	01-430-4280	Professional/Consulting Fees	1157	3/29/2017	04/03/2017
NIU Intern 11/16-12/15 2016	1,207.04	01-430-4280	Professional/Consulting Fees	12157	3/29/2017	04/03/2017
NIU Intern 1/16-2/15 2017	1,207.04	01-430-4280	Professional/Consulting Fees	2157	3/29/2017	04/03/2017
NIU Intern 2/16-3/15 2017	1,207.04	01-430-4280	Professional/Consulting Fees	3157	3/29/2017	04/03/2017
Total:	7,242.24	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Battery/NAPD	96.64	01-440-4511	Vehicle Repair and Maint	252975 napd	3/28/2017	04/03/2017
Battery/Truck #185	319.54	01-445-4511	Vehicle Repair and Maint	252975 pwks	3/28/2017	04/03/2017
Total:	416.18	*Vendor Total				
Office Depot						
035720						
X-Stamper/NAPD	29.99	01-440-4411	Office Expenses	2050419912	3/29/2017	04/03/2017
Total:	29.99	*Vendor Total				
Office Depot						
039370						
Paper/Pens	29.12	01-430-4411	Office Expenses	91312986800	3/29/2017	04/03/2017
Paper/Pens	31.39	01-441-4411	Office Expenses	91312986800	3/29/2017	04/03/2017
Paper/Pens	29.12	01-445-4411	Office Expenses	91312986800	3/29/2017	04/03/2017
Paper/Pens/White Boards	57.87	60-445-4411	Office Expenses	91312986800	3/29/2017	04/03/2017
Total:	147.50	*Vendor Total				
Petty Cash						
007570						
Training	7.75	01-440-4380	Training	001	3/28/2017	04/03/2017
Dues & Meetings	75.00	01-440-4390	Dues & Meetings	002	3/28/2017	04/03/2017
Office Expenses	34.90	01-440-4411	Office Expenses	003	3/28/2017	04/03/2017
Gas & Oil	50.00	01-440-4440	Gas & Oil	004	3/28/2017	04/03/2017
Prisoner Mtce & Supplies	4.05	01-440-4450	Prisoner Mtce & Supplies	005	3/28/2017	04/03/2017
Postage	84.55	01-440-4505	Postage	006	3/28/2017	04/03/2017
PostageEmergency Management	114.44	01-440-4558	Emergency Management	007	3/28/2017	04/03/2017
Total:	370.69	*Vendor Total				
Priority Products, Inc.						
041340						
Treatment Plant Tank Bolts	43.68	60-445-4567	Treatment Plant Repair/Maint	906010	3/28/2017	04/03/2017
Total:	43.68	*Vendor Total				
RAY O'HERRON Co., INC						
044220						
New Patches/Jensen	40.00	01-440-4160	Uniform Allowance	1716317	3/28/2017	04/03/2017
Total:	40.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Rempe Sharpe & Associates						
000970						
General	887.12	01-445-4255	Engineering	25657 general	3/28/2017	04/03/2017
Lot Grading/Springs	1,000.00	01-441-4255	Engineering	25658 lt gr sp	3/28/2017	04/03/2017
NPDES Stormwater	1,259.25	01-445-4255	Engineering	25659 npdes	3/28/2017	04/03/2017
Aldi Foods	2,167.63	01-441-4255	Engineering	25660 aldi	3/28/2017	04/03/2017
Wetland Work/Well #8	2,000.00	60-470-4255	Engineering	25661 well 8	3/28/2017	04/03/2017
Well #8 Transmission Main	1,012.00	60-470-4255	Engineering	25662 well 8	3/28/2017	04/03/2017
Liberty Business Center South	502.26	90-000-E137	Liberty Properties	25663 lbrty s	3/28/2017	04/03/2017
Randall Rd Re-surface/Phase2	966.00	10-445-4255	Engineering	25664 rndl rd	3/28/2017	04/03/2017
AMC Dolan Re-Development	2,276.22	90-000-E223	310 S Lincolnway	25665 dolan	3/28/2017	04/03/2017
Continental/Springs	261.83	90-000-E222	Springs at Orchard Rd	25666 springs	3/28/2017	04/03/2017
Opus East Warehouse	80.50	90-000-E093	OPUS - Industrial Park	25667 opus	3/28/2017	04/03/2017
Smoketree Phase 3	503.50	12-438-4255	Engineering	25668 smktree	3/28/2017	04/03/2017
Fearn Elem School	246.00	01-441-4255	Engineering	25669 fearn	3/28/2017	04/03/2017
Chlorination Equipment Updates	270.66	60-445-4255	Engineering	25670 chlorin	3/28/2017	04/03/2017
2016 Sanitary Sewer Televising	2,081.50	18-445-4255	Engineering	25671 sswrtv	3/28/2017	04/03/2017
Heartfield Inundation Study	341.74	01-445-4255	Engineering	25672 heartflc	3/28/2017	04/03/2017
2017 Watermain/Cherrytree	752.32	60-460-4255	Engineering	25673 chrytr	3/28/2017	04/03/2017
2017 Street Program	7,973.32	21-450-4255	Engineering	25674 str prgr	3/28/2017	04/03/2017
Windstone/DR Horton	82.00	01-441-4255	Engineering	25675 wndstn	3/28/2017	04/03/2017
Randall Highlands Hotel	135.60	90-000-E055	NA Lodging 1, LLC	25676 hotel	3/28/2017	04/03/2017
Well #9 Drilling	3,225.00	60-471-4255	Engineering	25677 well 9	3/28/2017	04/03/2017
Well #9 Transmission Main	1,827.50	60-471-4255	Engineering	25678 well 9	3/28/2017	04/03/2017
Total:	29,851.95	*Vendor Total				
Sign FX						
040860						
Squad Decals	40.00	01-440-4511	Vehicle Repair and Maint	10244	3/28/2017	04/03/2017
Total:	40.00	*Vendor Total				
SiteOne Landscape Supply, LLC						
051400						
Backwash Valve Diaphragm/Trmt Plnts	3,484.00	60-445-4567	Treatment Plant Repair/Maint	74532846	3/29/2017	04/03/2017
Total:	3,484.00	*Vendor Total				
Sun Life Financial						
033620						
Employee Dental Ins/April 2017	243.55	01-430-4136	Dental Insurance	042017 admn	3/28/2017	04/03/2017
Employee Dental Ins/April 2017	90.31	01-441-4136	Dental Insurance	042017 cd	3/28/2017	04/03/2017
Empl Portion Dental Ins/April 2017	1,612.84	01-000-2054	Insurance Employee Reimburse	042017 emply	3/28/2017	04/03/2017
Employee Dental Ins/April 2017	755.55	01-440-4136	Dental Insurance	042017 napd	3/28/2017	04/03/2017
Employee Dental Ins/April 2017	206.36	01-445-4136	Dental Insurance	042017 pwks	3/28/2017	04/03/2017
Employee Dental Ins/April 2017	189.00	60-445-4136	Dental Insurance	042017 wtr	3/28/2017	04/03/2017
Total:	3,097.61	*Vendor Total				
Thom Jungels						
039460						
Plumbing Inspections (107)	3,745.00	01-441-4276	Inspection Services	thru 3/20/17	3/28/2017	04/03/2017
Total:	3,745.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Thomas Lenkart						
032550						
Meeting Fees (1)	50.00	01-410-4016	Per Diem - Plan Commission	03072017	3/28/2017	04/03/2017
Total:	50.00	*Vendor Total				
Thomas J. Doggett						
051390						
Department Photos	1,200.00	01-440-4799	Misc.	201703001	3/28/2017	04/03/2017
Total:	1,200.00	*Vendor Total				
Traci Vargas and Mark Burbridge						
051350						
Refund Water Credit/Closed Acct	5.84	60-320-3340	Water Collections	73 Johnson	3/28/2017	04/03/2017
Refund Water Credit/Closed Acct/Sewer	0.40	18-320-3350	Sewer Collection	73 Johnson sw	3/28/2017	04/03/2017
Total:	6.24	*Vendor Total				
Tri-County						
027350						
Snow Removal/3/14/17	3,220.10	01-445-4538	Snow Removal	17-03-5327	3/29/2017	04/03/2017
Total:	3,220.10	*Vendor Total				
United Healthcare						
051010						
Employee Health Ins/April 2017	7,152.86	01-430-4130	Health Insurance	042017 admn	3/28/2017	04/03/2017
Employee Health Ins/April 2017	3,233.48	01-441-4130	Health Insurance	042017 cd	3/28/2017	04/03/2017
Employee Health Ins/April 2017	3,206.49	01-000-2055	Payroll Deductions	042017 cobra	3/28/2017	04/03/2017
Employee Health Ins/April 2017	35,521.63	01-440-4130	Health Insurance	042017 napd	3/28/2017	04/03/2017
Employee Health Ins/April 2017	1,908.30	01-000-2055	Payroll Deductions	042017 pol pe	3/28/2017	04/03/2017
Employee Health Ins/April 2017	8,743.25	01-445-4130	Health Insurance	042017 pwks	3/28/2017	04/03/2017
Employee Health Ins/April 2017	1,810.87	01-000-2055	Payroll Deductions	042017 rtres/c	3/28/2017	04/03/2017
Employee Health Ins/April 2017	7,878.12	60-445-4130	Health Insurance	042017 water	3/28/2017	04/03/2017
Total:	69,455.00	*Vendor Total				
UPS						
051420						
Shipping for Well #4 Meter	5.62	60-445-4565	Water Well Rpr & Mtce	Y7479E107	3/29/2017	04/03/2017
Total:	5.62	*Vendor Total				
USA Rent A Fence Inc.						
051410						
Fencing/803 Magnolia	1,173.18	01-441-4799	Misc. Expenditures	30968	3/28/2017	04/03/2017
Total:	1,173.18	*Vendor Total				
Verizon Wireless						
025430						
Lines/Usage/Feb 12 Bill/EOC	13.56	01-440-4652	Communications	9780314024-C	3/29/2017	04/03/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Lines/Usage/Feb 12 Bill	65.30	01-445-4652	Communications	9780314024-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	133.18	01-430-4652	Communications	9780314025-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	197.96	01-440-4652	Communications	9780314025-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	102.22	01-441-4652	Communications	9780314025-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	149.96	01-445-4652	Communications	9780314025-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	126.51	60-445-4652	Communications	9780314025-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	30.02	01-430-4652	Communications	9780314026-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	100.36	01-440-4652	Communications	9780314026-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	101.68	01-445-4652	Communications	9780314026-C	3/29/2017	04/03/2017
Lines/Usage/Feb 12 Bill	67.69	60-445-4652	Communications	9780314026-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	65.30	01-445-4652	Communications	9782063263-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill/EOC	13.56	01-440-4652	Communications	9782063263-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	122.82	01-430-4652	Communications	9782063264-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	193.22	01-440-4652	Communications	9782063264-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	105.22	01-441-4652	Communications	9782063264-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	143.10	01-445-4652	Communications	9782063264-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	119.65	60-445-4652	Communications	9782063264-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	30.02	01-430-4652	Communications	9782063265-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	87.71	01-440-4652	Communications	9782063265-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	101.68	01-445-4652	Communications	9782063265-C	3/29/2017	04/03/2017
Lines/Usage/Mar 12 Bill	67.69	60-445-4652	Communications	9782063265-C	3/29/2017	04/03/2017
Total:	2,138.41	*Vendor Total				
Vision Service Plan (IL)						
042720						
Employee Vision Insurance/April 2017	458.10	01-000-2056	VSP - Employee Contributions	042017	3/28/2017	04/03/2017
Total:	458.10	*Vendor Total				
Water Products Company						
001170						
Dual Checks (20)	1,548.00	60-445-4480	New Meters,rprs. & Rplcmts.	0272076	3/29/2017	04/03/2017
Hydrant Repair Parts	1,941.72	60-445-4563	Fire Hydrant Repair/maint	0272077	3/29/2017	04/03/2017
Hydrant Upper Stem	156.80	60-445-4563	Fire Hydrant Repair/maint	0272094	3/29/2017	04/03/2017
Total:	3,646.52	*Vendor Total				
Water Resources						
010380						
New 1 1/2" Meter and Flange	525.63	60-445-4480	New Meters,rprs. & Rplcmts.	31267	3/28/2017	04/03/2017
Total:	525.63	*Vendor Total				
Report Total: 219,751.01						

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: ANNEXATION AGREEMENT AMENDMENT: RANDALL HIGHLANDS
AGENDA: 4/3/2017 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving the amendment to the Annexation Agreement between Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision Randall Crossing hotel & multi-family development

DISCUSSION

The petitioner is proposing to develop a portion of the vacant 7.68 acres in the Randall Highlands development with a three-story/64-room hotel and 40 townhome units. Ordinance #05-06-27-01 approved the Annexation Agreement for the Randall Highlands Development. The petitioner is seeking to file an amendment to the Randall Highlands Annexation Agreement to amend the PUD, reduce the traffic impact fee and waive the water connection fee *for the hotel development only*. The impact fees, established in the Annexation Agreement, require \$3 per square foot for the traffic impact fee. The petitioner has formally requested to reduce the traffic impact fee to \$1 per square foot. As the proposed hotel would be roughly 30,000 square feet, the traffic impact fee would be reduced to \$30,000.

The Water connection fee is a code-based fee and it is estimated that the hotel will require either a 3" or 4" water connection. The 3" water connection fee is \$10,765 and a 4" connection fee is \$20,990. Staff notes that the final connection size determination will depend on the total plumbing fixture count and fixture type. In consideration of the requested fee reduction, the total reduction (including the traffic impact fee) would be an estimated \$70,765 for a 3" connection, and if a 4" connection is required, a total fee reduction would be \$80,990.

In order to assist with a hotel development at Orchard Commerce Center, the Village Board approved Ordinance #14-08-04-01 on August 4, 2014, which reduced certain impacts fees for the proposed Fairfield Marriott. A total fee reduction of \$90,000 was approved and included a reduction to the traffic impact fee, sewer connection fee and water connection fee.

The Village Board reviewed the development proposal at their March 20, 2017 Committee of the Whole meeting. The Board did not have an issue with the impact fee reduction, citing the Fairfield Marriott as precedence.

Attachments:

1. Ordinance approving the amendment to the Annexation Agreement between Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision Randall Crossing hotel & multi-family development

ORDINANCE NO.

**ORDINANCE APPROVING THE AMENDMENT TO THE ANNEXATION
AGREEMENT BETWEEN VILLAGE OF NORTH AURORA, ILLINOIS AND
WISEMAN-HUGHES ENTERPRISES, INC.
RANDALL HIGHLANDS SUBDIVISION
RANDALL CROSSING HOTEL & MULTI-FAMILY DEVELOPMENT**

WHEREAS, N.A. Lodging 1, LLC and the Decade Group – Randall, LLC (hereinafter the “Applicant”) filed a petition for amendment to the Annexation Agreement between the Village of North Aurora, Illinois and Wiseman-Hughes Enterprises, Inc. Randall Highlands Subdivision dated June 27, 2005, approved by Ordinance No. 05-06-27-01, recorded together in the Kane County Recorder’s Office on August 17, 2005, as Document No. 2005K096385 and re-recorded on October 18, 2005, as Document No. 2005K125197 (hereinafter the “Annexation Agreement”) as amended thereafter; and

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

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

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County,
Illinois this ____ day of _____, 2017, A.D.

Laura Curtis _____

Chris Faber _____

Mark Gaffino _____

Mark Guethle _____

Mark Carroll _____

Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village
of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

ATTEST:

Village President

Village Clerk

EXHIBIT "A"

**AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN VILLAGE
OF NORTH AURORA, ILLINOIS AND
WISEMAN-HUGHES ENTERPRISES, INC.
RANDALL HIGHLANDS SUBDIVISION
RANDALL CROSSING HOTEL & MULTI-FAMILY DEVELOPMENT**

AMENDMENT TO THE ANNEXATION AGREEMENT BETWEEN
VILLAGE OF NORTH AURORA, ILLINOIS AND
WISEMAN-HUGHES ENTERPRISES, INC.
RANDALL HIGHLANDS SUBDIVISION
RANDALL CROSSING HOTEL & MULTI-FAMILY DEVELOPMENT

THIS AGREEMENT made and entered into this ____ day of April, 2017, by and between the **VILLAGE OF NORTH AURORA, ILLINOIS**, a Municipal Corporation, hereinafter called "Village", and **N.A. LODGING 1, LLC, DECADE GROUP – RANDALL, LLC** and **JAHN PROPERTIES, LLC**, hereinafter called "Owner" and **NEXT GENERATION DEVELOPMENT, LLC**, hereinafter called the "Townhome Developer".

WITNESSETH:

WHEREAS, **N.A. LODGING 1, LLC** is the Owner of record of the Property legally described as follows:

THAT PART OF LOTS 203, 205 AND 206 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 12, 2006 AS DOCUMENT 2006K111996 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT 2007K116149; DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 203; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST (BEARING ASSUMED FOR DESCRIPTION PURPOSES), 254.50 FEET ALONG THE EAST LINE OF LOT 203 AND ALONG THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 204 IN SAID RESUBDIVISION THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 69.61 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 204; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST, 16.30 FEET; THENCE SOUTHERLY, 37.41 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 32 MINUTES 44 SECONDS EAST THENCE SOUTHERLY, 36.81 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 52 MINUTES 34 SECONDS EAST; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 200.00 FEET; THENCE NORTH 10 DEGREES 56 MINUTES 08 SECOND WEST, 27.83 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 48.28 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, 311.13 FEET TO THE NORTH LINE OF SAID LOT 203; THENCE NORTH 79 DEGREES 03 MINUTES 52 SECONDS EAST;

271.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING,
IN KANE COUNTY, ILLINOIS

PIN 12-32-403-009; 12-32-403-007; 12-32-327-006

(hereinafter sometimes referred to as the “N.A. Lodging Property”), which Property is generally located east of Comiskey Avenue, South of Kilbery Lane, west of Randall Crossing Lane and north of Ritter Street in the Randall Crossing Subdivision of the Randall Highlands Development in the Village of North Aurora, Kane County, Illinois; and

WHEREAS, Decade Group – Randall, LLC is the Owner of record of the Property legally described as follows:

LOT 207 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING, ACCORDING TO THE PLAT THEREOF RECORDED OTOBER 12, 2006 AS DOCUMENT NUMBER 2006K111996, AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT NUMBER 2007K116149, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

PIN 12-32-327-005

(hereinafter sometimes referred to as the “Decade Property”), which Property is generally located east of Comiskey Avenue, South of Kilbery Lane and north of Ritter Street in the Randall Crossing Subdivision of the Randall Highlands Development in the Village of North Aurora, Kane County, Illinois; and

WHEREAS, Jahn Properties, LLC is the Owner of record of the Property legally described as follows:

LOT 107 1N THE AMENDED FINAL PLAT OF RANDALL CROSSING, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 2006 AS DOCUMENT 2006K104137 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 30, 2006 AS DOCUMENT 2006K118950, IN KANE COUNTY, ILLINOIS.

PIN 12-32-403-005

(hereinafter sometimes referred to as the “Jahn Property”), which Property is generally located immediately west of Randall Crossing Lane, immediately north of Ritter Street, east of Comiskey Avenue and South of Kilbery Lane in the Randall Crossing Subdivision of the Randall Highlands Development in the Village of North Aurora, Kane County, Illinois; and

WHEREAS, the N.A. Lodging Property, the Decade Property and the Jahn Property are collectively referenced herein as the Property; and

WHEREAS, the Property was annexed pursuant to that certain ANNEXATION AGREEMENT BETWEEN VILLAGE OF NORTH AURORA, ILLINOIS and WISEMAN-HUGHES ENTERPRISES, INC. RANDALL HIGHLANDS SUBDIVISION dated June 27, 2005, approved by Ordinance No. 05-06-27-01, recorded together in the Kane County Recorder's Office on August 17, 2005, as Document No. 2005K096385 and re-recorded on October 18, 2005, as Document No. 2005K125197 (hereinafter the "Annexation Agreement") as amended thereafter; and

WHEREAS, the Property is zoned B-2 General Commercial District and subject to a mixed use planned unit development pursuant to Ordinance No. 05-06-27-03, being an Ordinance Granting a Special Use as a Multi-District Mixed Use Planned Unit Development for the Randall Highlands Development (hereinafter the "PUD Ordinance"); and

WHEREAS, a Petition for Amendment to the Annexation Agreement has been or will be filed in accordance with law; and

WHEREAS, the Owners and Developer desire to amend the Annexation Agreement for the Property to be developed as hotel, multi-family townhome and two out-lot development; and

WHEREAS, the Owners and the Developer with a contract interest in the Property have signed this Amendment to the Annexation Agreement and represent that no other parties have any right, title, interest or claim in the Property; and

WHEREAS, this Amendment to the Annexation Agreement is made pursuant to the provisions Illinois Municipal Code; and

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

WHEREAS, an Amendment to the Annexation Agreement will allow for the development of the Property according to sound planning, will aid in developing the Village as a balanced community and will assist the Village in realizing the purpose of the Comprehensive Plan of the Village of North Aurora; and

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

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

1. **RECITALS.** The representations and recitations set forth in the foregoing Recitals are material to this Agreement and are hereby incorporated into and become a part of this Agreement as though they were fully set forth in this Paragraph 1.

2. **AMENDMENT.** The Annexation Agreement is hereby amended only as to the Property as follows:

3. **ZONING.** The zoning for the North Aurora Lodging Property, Parcel 12-32-327-006, and the Decade Property for the hotel development shall be amended, and the Special Use/PUD Ordinance shall be amended as provided in the Amendment to the Special Use/PUD Ordinance attached hereto and incorporated herein by reference as Exhibit A.

4. **APPROVAL OF PRELIMINARY DEVELOPMENT DOCUMENTS.** The Preliminary Plans for the Property prepared by Schoppe Design Associates, including the Site Plan dated January 6, 2017 and last revised January 20, 2017, the Landscape Plan dated January 6, 2017, and last updated January 20, 2017, Building Setback Exhibit dated January 6, 2017, and last updated February 7, 2017, elevations and associated documents are attached hereto and incorporated herein as Exhibit B are hereby approved for the development of the Property as modified herein and by the Special Use/PUD Ordinance attached as Exhibit A and subject to final plan approval.

7.C. **MASS GRADING LETTER OF CREDIT.** Excavation of the North Aurora Lodging Property, Parcels 12-32-403-009 and 12-32-403-007, for the townhome development shall not commence until excavation of the North Aurora Lodging Property, Parcel 12-32-327-006, and the Decade Property for the hotel development has commenced.

7.D. **PROCESSING BUILDING PERMITS.** The building permit for the North Aurora Lodging Property, Parcels 12-32-403-009; 12-32-403-007, for the townhome development shall not be issued until the building permit for the North Aurora Lodging Property, Parcel 12-32-327-006, and the Decade Property for the hotel development has been issued.

10. **MAINTENANCE AND COMMON FACILITIES.** As a condition of this amendment to the Annexation Agreement, the Randall Crossing Commercial Subdivision Owners Association that was incorporated January 18, 2007, and dissolved involuntarily on May 19, 2011, shall be reinstated and the Declaration of Protective Covenants, Conditions Restrictions and Easements for Randall Crossing Commercial Subdivision dated October 20, 2006, and recorded October 24, 2006, as document No. 2006K116342, as amended to be consistent with the Annexation Agreement as amended, shall be enforced by the reestablishment of the Randall Crossing Commercial Subdivision Owners Association governed by the various owners of the properties in the Randall Crossing Commercial Development consistent therewith.

11.B. **AGREED MONETARY CONTRIBUTIONS.** The monetary contributions agreed as a condition of the annexation and development of the N.A. Lodging Property in North Aurora and as applicable to the N.A. Lodging Property as reflected in Exhibit M attached to the Annexation Agreement as modified for the Property as follows:

A. The Traffic Impact Fee is hereby reduced to \$1 per square foot for the hotel development.

B. The water connection fee is hereby waived for the hotel development.

3. **SCOPE.** This Amendment does not affect the zoning or other terms and condition of property in the Randall Highlands Development and Randall Crossing Commercial Development except as specifically stated in this Amendment. All of the property and provisions of the Annexation Agreement not specifically amended by this Amendment to the Annexation Agreement shall remain in full effect unchanged by this Amendment to the Annexation Agreement.

4. **BINDING EFFECT AND TERM.** This Amendment to the Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for the period of twenty (20) years from the date of the Annexation Agreement

5. **COVENANT RUNNING WITH THE LAND.** This Agreement constitutes a covenant running with the land and is binding upon the parties hereto, all grantees, successors in interest, assigns and lessees, and successors.

6. **MODIFICATIONS.** Modifications hereof may be effected by the procedures established by law, in force from time to time, such as permit its initial approval. Village and the Owner of record of any portion of the Property, even if not the Owner named herein, may agree to modify this Agreement with respect to such portion of the Property. This agreement may be amended by the Village and the owner of record of a portion of the subject realty as to the provisions applying exclusively thereto, without the consent of the owners of other portions of the subject realty not affected by this amendment.

7. **SEPARABILITY.** The provisions hereof shall be deemed to be separable; and if any section, paragraph, clause, provisions or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision of this Agreement.

8. **COOPERATION.** Village and Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms, including the terms of the PUD Ordinance to be passed concurrently with the annexation of the Property. Both Village and Owner shall act in good faith, reasonably and promptly with respect to all consents, approvals and actions required or requested of it or taken by it hereunder or in

connection with the development of the Property. During the term of this Agreement, Owner may continue its current uses on the Property including farming and general agricultural uses as to those portions of the Property not then developed.

9. **RECORDING.** This Agreement shall be recorded in the County Recorder of Deeds Office by the Village.

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

VILLAGE OF NORTH AURORA, ILLINOIS
an Illinois Municipal Corporation

ATTEST:

By: _____
Village President

Village Clerk

OWNER
MI INVESTMENTS II, LLC:

By: _____
Its

DEVELOPER
NEXT GENERATION DEVELOPMENT, LLC

By: _____
Its

EXHIBIT "A"

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE SPECIAL USE MULTI-DISTRICT
MIXED USE PLANNED UNIT DEVELOPMENT
FOR THE RANDALL HIGHLANDS DEVELOPMENT
AFFECTING ONLY A PORTION OF THE
RANDALL CROSSING COMMERCIAL DEVELOPMENT**



VILLAGE OF **NORTH** AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE SPECIAL USE MULTI-DISTRICT
MIXED USE PLANNED UNIT DEVELOPMENT
FOR THE RANDALL HIGHLANDS DEVELOPMENT
AFFECTING ONLY A PORTION OF THE
RANDALL CROSSING COMMERCIAL DEVELOPMENT**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2017

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2017
by _____.

Signed _____

THE VILLAGE OF NORTH AURORA

ORDINANCE No. _____

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE SPECIAL USE MULTI-DISTRICT
MIXED USE PLANNED UNIT DEVELOPMENT
FOR THE RANDALL HIGHLANDS DEVELOPMENT
AFFECTING ONLY A PORTION OF THE
RANDALL CROSSING COMMERCIAL DEVELOPMENT**

WHEREAS, an Ordinance Granting a Special Use as a Multi-District Mixed Use PUD for Randall Highlands Development was approved on June 27, 2006, for the Randall Highlands Development, including the Randall Crossing Commercial portion of that development (hereinafter the “PUD Ordinance”); and

WHEREAS, N.A. LODGING 1, LLC, owner of the property legally described in Exhibit A, DECADE GROUP – RANDALL, LLC, owner of the property legally described in Exhibit B, and JAHN PROPERTIES, LLC, owner of the property legally described in Exhibit C, hereinafter called “N.A. Lodging” and “Decade” and “Jahn”, respectively, and “Owner” collectively, and NEXT GENERATION DEVELOPMENT, LLC, hereinafter called the “Developer”, has requested an amendment to the Randall Highlands Multi-District Mixed Use PUD to subdivide the property collectively owned by the Owners (hereinafter the “Property” collectively) for a proposed townhome development, hotel development and outlots for restaurants:

WHEREAS, Preliminary Plans for the Property prepared by Schoppe Design Associates, including the Site Plan dated January 26, 2017, the Landscape Plan dated January 26, 2017, Building Setback Exhibit dated February 7, 2017, elevations and associated documents are attached hereto and incorporated herein as group Exhibit D (hereinafter the “Development Plans”).

WHEREAS, the North Aurora Plan Commission conducted a public hearing on March 7, 2017 pursuant to notice as required by law and reviewed this request for a Major Planned Unit Development Amendment; and

WHEREAS, the Staff and Plan Commission have considered the criteria applicable to the amendment of planned unit developments and have recommended that the amendment to the PUD Ordinance be approved to subdivide Property to allow a multi-family residential development, hotel

development and two outlots on the Property for restaurants with appropriate conditions.

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

Section 1 The recitals set forth above are incorporated herein as the material findings of the Board of Trustees.

Section 2 Temporary Signs.

Within the area re-zoned R-3 Multi-Family Residential and within the first three months of leasing, temporary on-site sign usage, without restriction, may include, but not necessarily be limited to, banners, flags, and other means to advertise the opening of the operation, subject to the approval of the Community Development Director and limitations imposed for the protection of the public health, safety and welfare. No permit fee shall be required for such temporary advertising, and all signs that would otherwise be non-conforming must be removed promptly when the three-month period ends.

Section 3 Permanent Residential Signs

Within the area zoned R-3 Multi-Family Residential, the following permanent signs shall be allowed:

A. Two (2) permanent signs, one (1) at each entrance of Lot D, which shall match the size and be of similar materials of the existing sign located at the northwest corner of Ritter Street and Comiskey Ave.; and

B. One (1) permanent leasing office sign to be located at the model building and to be five feet (5') tall and five feet (5') wide.

Section 4 Permanent Commercial Signs

Within the area zoned B-2 General Commercial two (2) permanent signs shall be allowed that are no greater than ten feet (10') tall and twelve feet (12') wide, including one sign located within the landscape island at the entrance on Lot C and one sign located within the landscape island at the entrance on Lot A each.

Section 5 Residential Yard and Bulk Regulations.

The following residential yard and bulk regulations shall apply to the residential multi-family portion of the development as depicted on Exhibit D:

A. The front yard setback for Building 4 adjacent to the existing storm water basin directly south of the building shall be at least nineteen feet two inches (19'2");

B. The interior side yard setback between Building 1-2 and 2-3 shall be at least seventeen feet (17') with a conforming separation between the primary walls of the buildings of at least twenty feet (20'); and

C. The rear yard setback for Building 3 on adjacent to the existing storm water basin directly south shall be at least four feet ten inches (4'10").

1
2 **Section 6 Commercial Building Height:**

3 The commercial building height for the Hotel Building on shall be no more than thirty feet ten
4 inches (35'10").

5 **Section 7 Landscaping and Screening.**

6 Landscaping providing for one (1) landscape island for every sixteen (16) parking spaces in keeping
7 with the Site Plan attached as part of Exhibit D hereby approved.

8 **Section 8 Additional Conditions.**

9 The following additional conditions shall apply:

10 A. Dumpsters. All dumpsters located on the subject property shall be enclosed per Section 14.11.A
11 of the Zoning Ordinance:

12
13 B. Wall Signage. Wall signage shall be prohibited on the western building elevations on any non-
14 residential lots;

15
16 C. Subdivision. The petitioner shall be responsible for completing the necessary platting to
17 establish the subdivided lots as lots of record, prior to building permit issuance;

18
19 D. Street Lighting. All street lighting shall be of a consistent design with the surrounding
20 properties and shall be subject to approval by the Community and Economic Development Director;

21
22 E. Modifications. Any modification or intensification that alters the essential character or
23 operation of the use in a way not approved at the time the special use was granted shall require new special
24 use approval.
25

26 **Section 9** This Ordinance shall take immediate force and effect from and after its passage,
27 approval and publication as required by law.

28
29 PRESENTED to the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this
30 _____ day of _____, 2017.

31 PASSED by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this
32 _____ day of _____, 2017.

33 Mark Carroll _____ Laura Curtis _____
34 Chris Faber _____ Mark Gaffino _____
35 Mark Guethle _____ Michael Lowery _____

APPROVED and signed by me as the President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this _____ day of _____, 2017.

Village President

ATTEST:

Village Clerk

EXHIBIT A

N.A. LODGING PROPERTY LEGAL DESCRIPTION

THAT PART OF LOTS 203, 205 AND 206 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 12, 2006 AS DOCUMENT 2006K111996 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT 2007K116149; DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 203; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST (BEARING ASSUMED FOR DESCRIPTION PURPOSES), 254.50 FEET ALONG THE EAST LINE OF LOT 203 AND ALONG THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 204 IN SAID RESUBDIVISION THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 69.61 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 204; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST, 16.30 FEET; THENCE SOUTHERLY, 37.41 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 32 MINUTES 44 SECONDS EAST THENCE SOUTHERLY, 36.81 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 52 MINUTES 34 SECONDS EAST; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 200.00 FEET; THENCE NORTH 10 DEGREES 56 MINUTES 08 SECOND WEST, 27.83 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 48.28 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, 311.13 FEET TO THE NORTH LINE OF SAID LOT 203; THENCE NORTH 79 DEGREES 03 MINUTES 52 SECONDS EAST; 271.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS

PIN 12-32-403-009; 12-32-403-007; 12-32-327-006

EXHIBIT B

DECADE GROUP – RANDALL, LLC PROPERTY LEGAL DESCRIPTION

LOT 207 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING,
ACCORDING TO THE PLAT THEREOF RECORDED OTOBER 12, 2006 AS
DOCUMENT NUMBER 2006K111996, AND CERTIFICATE OF
CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT
NUMBER 2007K116149, IN THE VILLAGE OF NORTH AURORA, KANE
COUNTY, ILLINOIS

PIN 12-32-327-005

EXHIBIT C

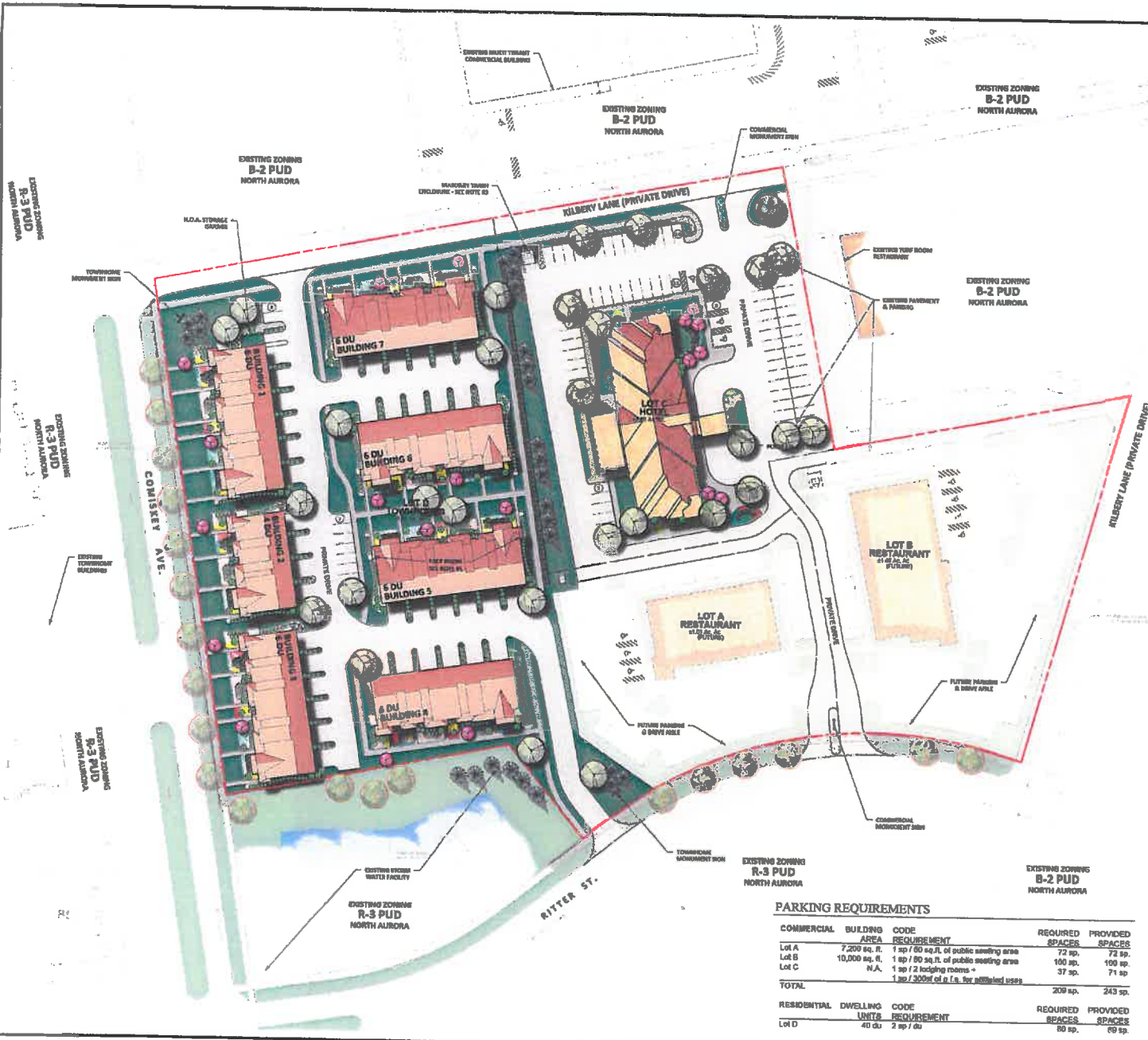
JAHN PROPERTIES, LLC PROPERTY LEGAL DESCRIPTION

LOT 107 1N THE AMENDED FINAL PLAT OF RANDALL CROSSING,
BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED SEPTEMBER 22, 2006 AS DOCUMENT
2006K104137 AND CERTIFICATE OF CORRECTION RECORDED
OCTOBER 30, 2006 AS DOCUMENT 2006K118950, IN KANE COUNTY,
ILLINOIS.

PIN 12-32-403-005

1
2
3

EXHIBIT D
DEVELOPMENT PLANS



LOCATION MAP



GENERAL NOTES

1. Topographic and Boundary information obtained from electronic file 2016-12-21 TOPO, prepared by Camoon, LTD, received 12-21-2016.
2. Grading provision. See Architectural Plans for details.
3. Masonry trash enclosure with Gate, 6'x8' high.
4. Split face concrete block screen wall, 5' high solid wall.
5. Fire alarm control panel (FACP) room to be located at one end of the building only as determined by Engineering Plans.

GENERAL SITE DATA

ZONING	Existing: B-2 PUD North Aurora Proposed: B-2 PUD North Aurora	USE	HEIGHT
DWELLINGS:	40 Townhome Dwelling Units (DU)	Restaurant	35' max.
HOTEL ROOMS:	63 Lodging rooms	Hotel	42'-0"
TOTAL SITE AREA:	7.787 ac.	338,207 sq. ft.	35' max.
Lot A	1.012 ac.	44,114 sq. ft.	35' max.
Lot B	1.484 ac.	64,829 sq. ft.	35' max.
Lot C	1.879 ac.	81,733 sq. ft.	42'-0"
Lot D	3.414 ac.	148,731 sq. ft.	35' max.

* Deviation from Zoning Ordinance, Max permitted height 35'.

PARKING REQUIREMENTS

COMMERCIAL BUILDING	CODE	REQUIRED SPACES	PROVIDED SPACES
Lot A	7,200 sq. ft.	1 sp / 60 sq. ft. of public seating area	72 sp.
Lot B	10,000 sq. ft.	1 sp / 60 sq. ft. of public seating area	100 sp.
Lot C	N/A.	1 sp / 2 lodging rooms =	37 sp.
		1 sp / 200sf of a f.a. for permitted uses	71 sp.
TOTAL		209 sp.	243 sp.
RESIDENTIAL DWELLING	CODE	REQUIRED SPACES	PROVIDED SPACES
Lot D	40 du	2 sp / du	80 sp.
			69 sp.

Prepared by:
sda
Schaeffer Design Associates, Inc.
1140 North Ave
Orem, UT 84057
801.225.4555
www.sdaonline.com

Prepared for:
N. A. LODGING, LLC
1230 S. 200 W.
Salt Lake City, UT 84119
DECADE GROUP - RANDALL
1000 N. 1000 E.
North Aurora, IL 60155

Project Name:
RANDALL CROSSING
North Aurora, Illinois

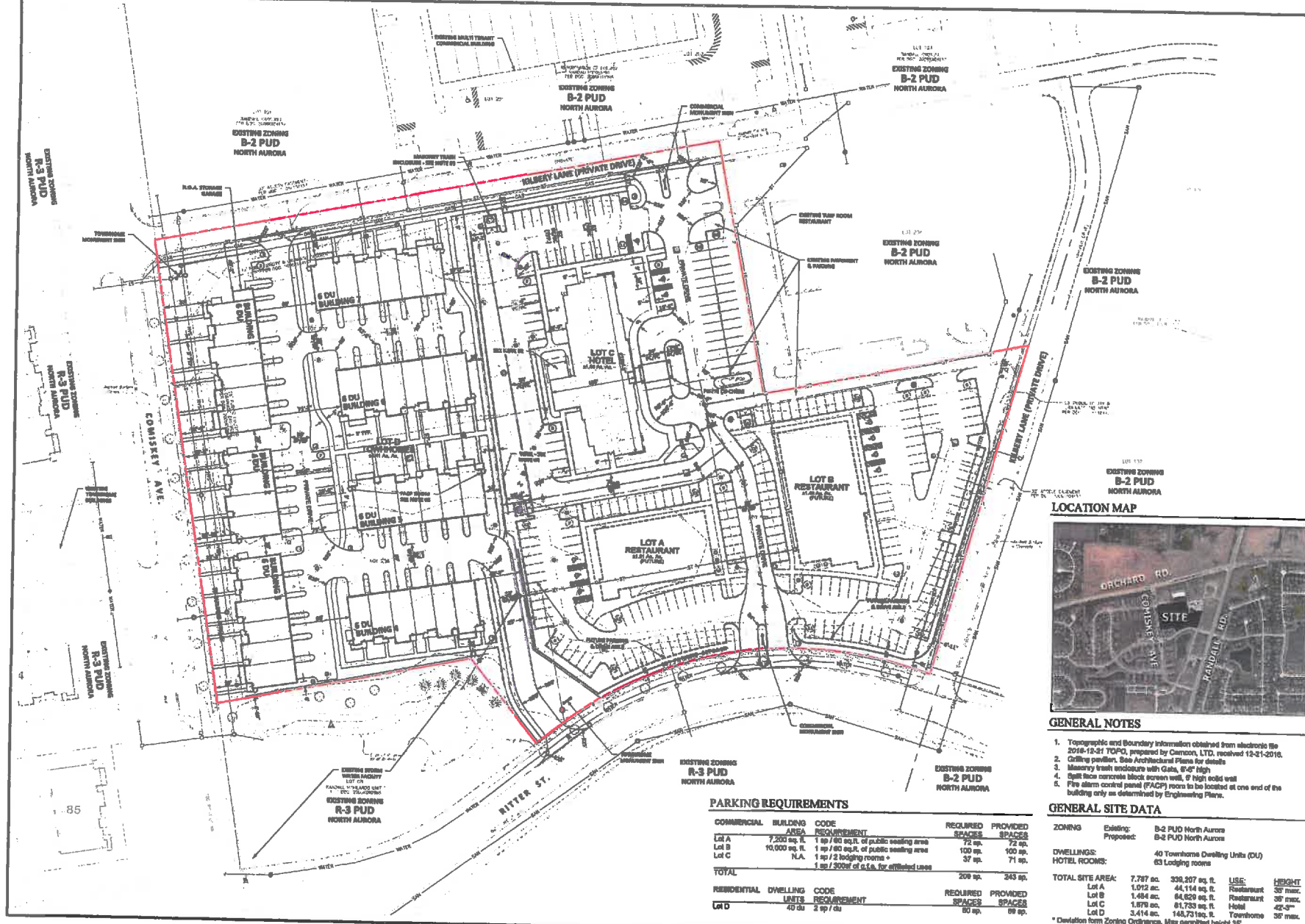
Scale:
SITE PLAN



Revisions:
1. 2017-01-07: REVISED
2. 2017-01-07: REVISED
3. 2017-01-07: REVISED
4. 2017-01-07: REVISED
5. 2017-01-07: REVISED
6. 2017-01-07: REVISED
7. 2017-01-07: REVISED
8. 2017-01-07: REVISED
9. 2017-01-07: REVISED
10. 2017-01-07: REVISED

Date: 2017-01-07
Scale: 1" = 40'
Job #: 2017-01-07
Drawn by: C. F. F. F. F. F.
Check by: C. F. F. F. F. F.
Sheet: 1 of 1

RNDR



GENERAL NOTES

1. Topographic and Boundary information obtained from electronic file 2016-10-21 TOPG, prepared by Cannon, LTD, received 12-21-2016.
2. Grilling pavilion. See Architectural Plans for details.
3. Masonry fence enclosure with Gate, 6'4" high.
4. Split face concrete block screen wall, 8' high solid wall.
5. Fire alarm control panel (FACP) room to be located at one end of the building only as determined by Engineering Plans.

GENERAL SITE DATA

ZONING	Existing: B-2 PUD North Aurora Proposed: B-2 PUD North Aurora	
DWELLINGS:	40 Townhome Dwelling Units (DU)	
HOTEL ROOMS:	63 Lodging rooms	
TOTAL SITE AREA:	7.787 ac.	338,207 sq. ft.
Lot A	1,012 ac.	44,114 sq. ft.
Lot B	1,484 ac.	64,829 sq. ft.
Lot C	1,875 ac.	81,730 sq. ft.
Lot D	3,414 ac.	148,730 sq. ft.
USE:	Restaurant	38' max.
	Hotel	42'-0" max.
	Townhome	38' max.

* Deviation from Zoning Ordinance. Max permitted height 35'.

PARKING REQUIREMENTS

COMMERCIAL BUILDING	AREA	CODE REQUIREMENT	REQUIRED SPACES	PROVIDED SPACES
Lot A	7,200 sq. ft.	1 sp / 60 sq. ft. of public seating area	72 sp.	72 sp.
Lot B	10,000 sq. ft.	1 sp / 60 sq. ft. of public seating area	100 sp.	100 sp.
Lot C	N/A	1 sp / 12 lodging rooms	37 sp.	71 sp.
TOTAL		1 sp / 3000 sq. ft. for affiliated uses	209 sp.	243 sp.
RESIDENTIAL DWELLING	UNITS	CODE REQUIREMENT	REQUIRED SPACES	PROVIDED SPACES
Lot D	40 du	2 sp / du	80 sp.	88 sp.

Sola Design Associates, Inc.

Prepared For:

N.A. LODGING, LLC

 3040 2nd Avenue, IL 60060

Prepared By:

RANDALL CROSSING

 North Aurora, Illinois

Drawn By:

SITE PLAN

Revisions:

 1. 12-21-2016

 2. 12-21-2016

 3. 12-21-2016

 4. 12-21-2016

 5. 12-21-2016

Date: 09/21/2016

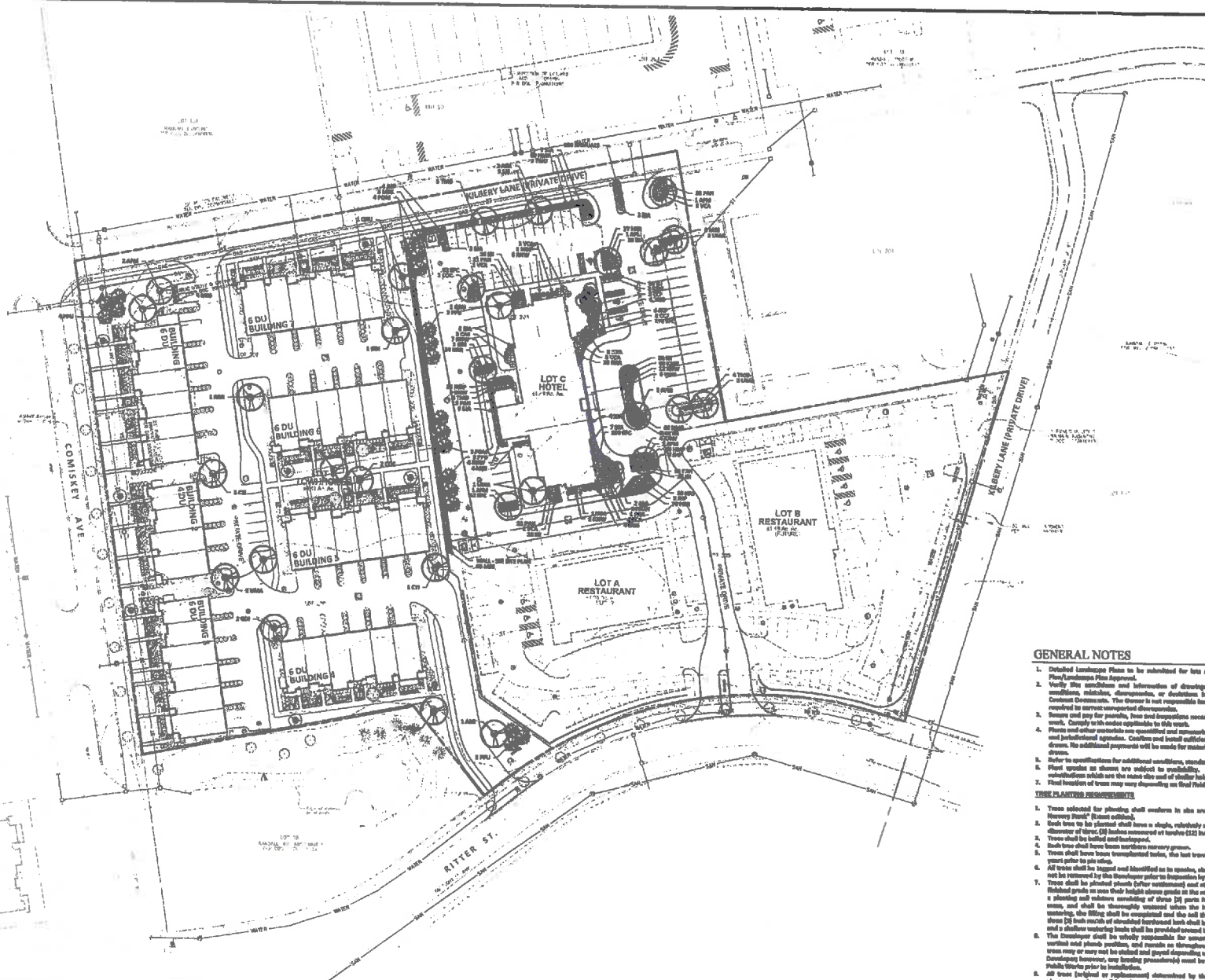
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 Drawn: S. J. J.

 Plot #: 202001 P001

 SHEET:

2.0



GENERAL NOTES

1. Detailed Landscape Plan to be submitted for lots A AND B at time of Individual Site Plan/Landscape Plan Approval.
2. Verify the conditions and information of drawings. Promptly report any omissions, conditions, additions, discrepancies, or deviations from the information shown in the Contract Documents. The Owner is not responsible for uncorrected changes or errors work required to correct uncorrected discrepancies.
3. Survey and any other existing, true and accurate necessary for the proper execution of this work. Carefully verify notes applicable to this work.
4. Plants and other materials are quantified and summarized for the convenience of the Owner and professional agencies. Confirms and issues sufficient quantities to complete the work as shown. No additional payments will be made for materials required to complete the work as shown.
5. Refer to specifications for additional conditions, standards, and notes.
6. Plant species as shown are subject to availability. Owner reserves the right to make substitutions which are the same size and of similar habit.
7. Final location of trees may vary depending on final field conditions.

TREE PLANTING REQUIREMENTS

1. Trees selected for planting shall conform to the size and grade to "American Standard for Nursery Stock" (ANSI Z603.1-2012).
2. Each tree to be planted shall have a single, relatively straight trunk with a minimum trunk diameter of three (3) inches measured at twelve (12) inches above ground level.
3. Trees shall be balled and burlapped.
4. Each tree shall have been matured nursery grown.
5. Trees shall have been transplanted before, the last transplanting being not less than four (4) years prior to site work.
6. All trees shall be tagged and identified as to species, size and place of origin. Each tag shall not be removed by the Contractor prior to installation by the Village.
7. Trees shall be planted promptly before settlement and at the same relative height above the finished grade as when their label shows grade to the canopy. Holes shall be installed with a planting soil volume consisting of three (3) parts friable loam and one (1) part good compost, and shall be thoroughly watered when the hole is two-thirds (2/3) full. After watering, the filling shall be compacted and the soil thoroughly tamped. After planting, a three (3) inch wide strip of mulch shall be applied over the disturbed ground, and a shallow watering hole shall be provided around the tree.
8. The Contractor shall be solely responsible for ensuring that all trees are planted in a vertical and stable position, and suitable throughout the growing period. Deviations from the above may or may not be checked and (if) approved upon the individual performance of the Contractor however, any planting procedure must be approved by the Superintendent of Public Works prior to installation.
9. All trees (balled or replacement) determined by the Village to be diseased or not in vigorous growing condition after two (2) growing seasons shall be replaced at the beginning of the next growing season, or at the end of the year.

[illegible]

S&B
Schryne Design Associates, Inc.
ARCHITECTS • PLANNERS • INTERIORS ARCHITECTURE

124 S. Main Street
Champaign, IL 61824
PH 630.551.2155
F 630.551.2459
schryne@sig.net

N. A. LODGING 1, LLC
123 W. Washington Street
Suite 214 Overgro, IL 60633

DECADE GROUP - RANDALL
504 S. Washington Street
Naperville, Illinois 60569

RANDALL CROSSING

LANDSCAPE PLAN



Revisions

1.

2.

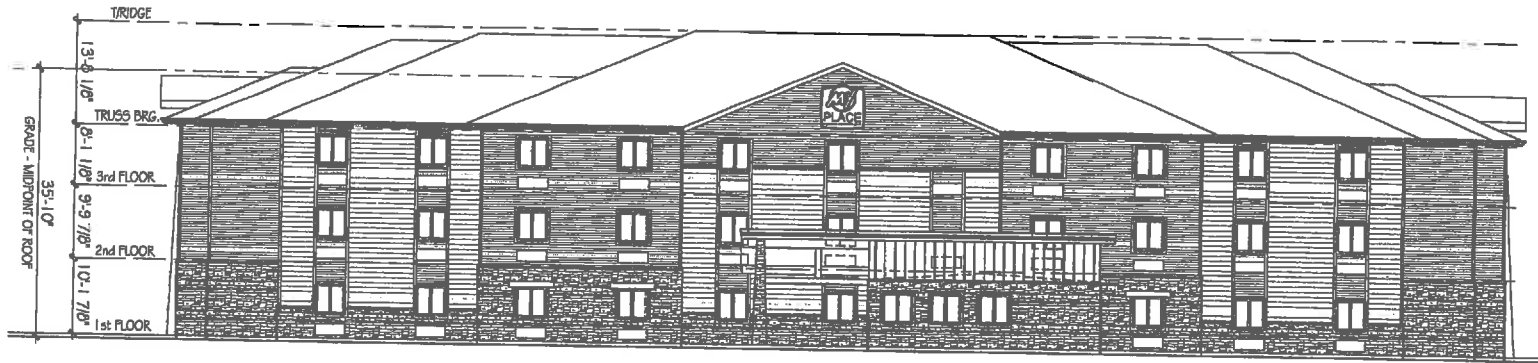
3.

4.

5.

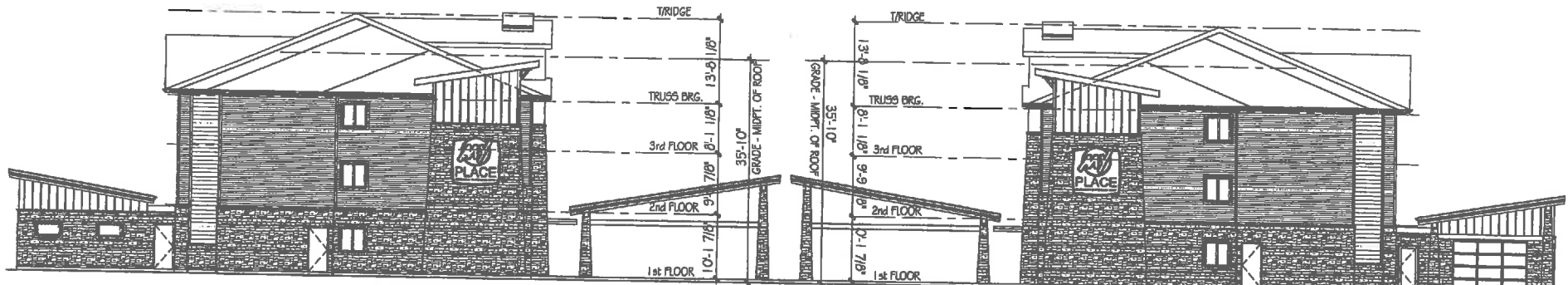
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Job #: 202-091-01
Drawn: C. P. [unclear]
File #: 202-091-Pump

4.1



REAR ELEVATION

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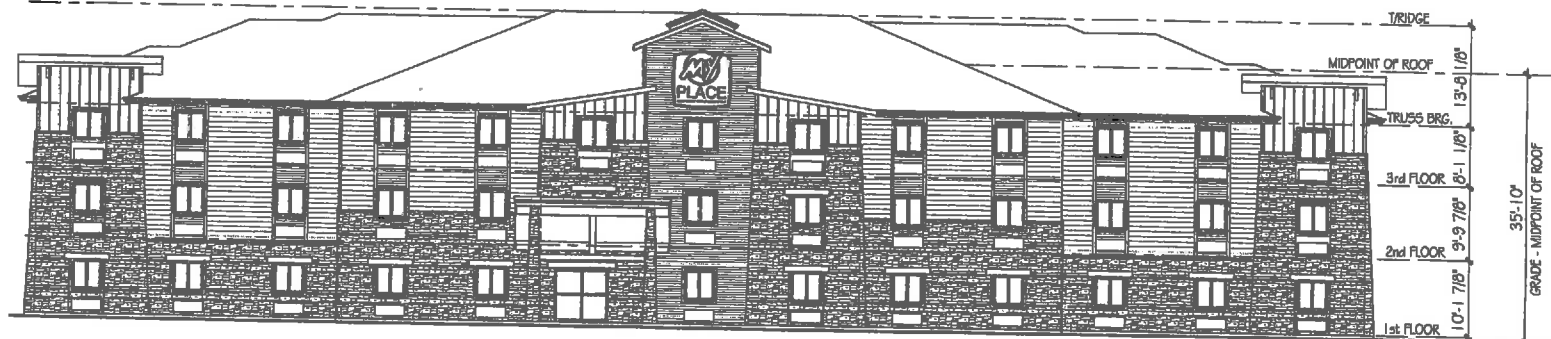


LEFT ELEVATION

SCALE: 1/16"=1'-0"

RIGHT ELEVATION

SCALE: 1/16"=1'-0"



FRONT ELEVATION

SCALE: 1/16"=1'-0"

My Place
North Aurora, Illinois

911 Rogers Street
Downers Grove, IL 60515
630.299.2513
studio21architect.com

DATE
02/02/17

PROJECT
16221

BY
A4.0

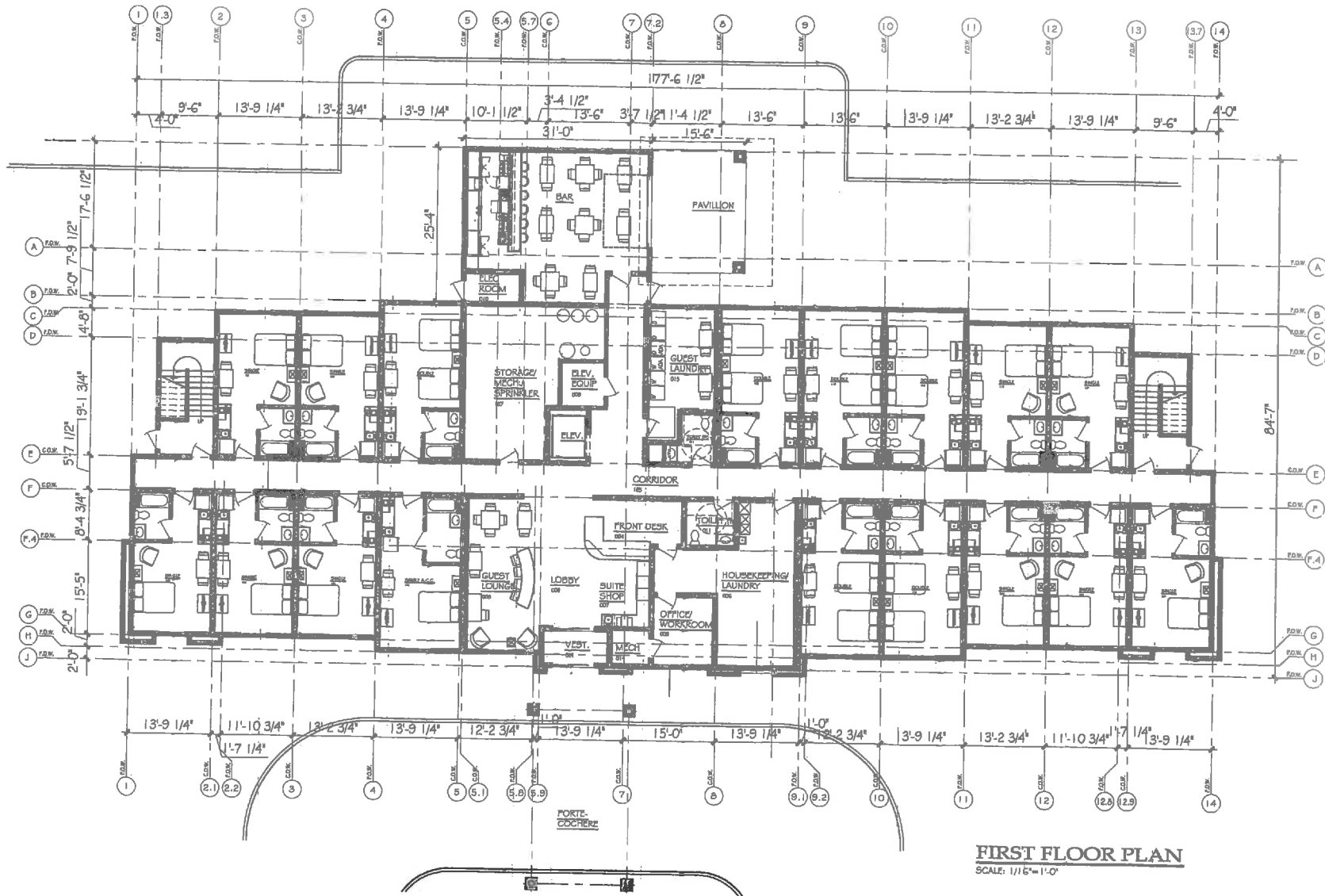


Rear Elevation



Front Elevation





My Place
North Aurora, Illinois

911 Rogers Street
Downers Grove, IL 60015
630.789.2513
studio21architects.com

DATE: 01/23/17

PROJECT: 16221
SHEET: A1.0



RANDALL CROSSING

Proposed Product and Elevations

January 20, 2017

A. 6 UNIT BUILDING WITH
TWO B-TYPE PRODUCTS
ON EACH END

B. 4-UNIT BUILDING TYPE
WITH B AND D UNITS
TYPES

C. SIDE ELEVATION OF B
UNIT

D. TYPICAL REAR ELEVATION

E. 4 UNIT BUILDING TYPE
WITH TWO B-TYPE
UNITS EACH END

EXHIBIT “B”

DEVELOPMENT PLANS

EXISTING ZONING
B-3 PUD
NORTH AURORA

EXISTING ZONING
B-2 PUD
NORTH AURORA

EXISTING ZONING
B-2 PUD
NORTH AURORA

EXISTING ZONING
B-2 PUD
NORTH AURORA

EXISTING ZONING
B-2 PUD
NORTH AURORA

EXISTING ZONING
B-2 PUD
NORTH AURORA

EXISTING ZONING
B-3 PUD
NORTH AURORA

EXISTING ZONING
B-3 PUD
NORTH AURORA

EXISTING ZONING
R-3 PUD
NORTH AURORA

EXISTING ZONING
R-3 PUD
NORTH AURORA

EXISTING ZONING
B-2 PUD
NORTH AURORA

LOCATION MAP



GENERAL NOTES

1. Topographic and Boundary information obtained from electronic file 2015-12-21 TOPD, prepared by Camcon, LTD. received 12-21-2016.
2. Grilling pavilion. See Architectural Plans for details.
3. Masonry trash enclosure with Gate, 6'-6" High
4. Split base concrete block screen wall, 5' High solid wall
5. Fire alarm control panel (FACP) seems to be located at one end of the building only as determined by Engineering Plans.

GENERAL SITE DATA

ZONING	Existing:	B-2 PUD North Aurora	USE:	HEIGHT
	Proposed:	B-2 PUD North Aurora		
DWELLING:		40 Townhome Dwelling Units (DU)	Residential	35' max.
HOTEL ROOMS:		63 Lodging rooms	Hotel	42'-5" max.
TOTAL SITE AREA:	7,757 ac.	329,207 sq. ft.		
Lot A	1,012 ac.	44,114 sq. ft.		
Lot B	1,484 ac.	64,629 sq. ft.		
Lot C	1,879 ac.	81,733 sq. ft.		
Lot D	3,414 ac.	148,731 sq. ft.		

* Deviation from Zoning Ordinance. Max permitted height 35'.

PARKING REQUIREMENTS

COMMERCIAL BUILDING AREA	CODE REQUIREMENT	REQUIRED SPACES	PROVIDED SPACES
Lot A	7,200 sq. ft.	1 sp / 60 sq. ft. of public seating area	72 sp.
Lot B	10,000 sq. ft.	1 sp / 90 sq. ft. of public seating area	100 sp.
Lot C	N.A.	1 sp / 2 lodging rooms	37 sp.
	1 sp / 3000 sq. ft. for affiliated uses		71 sp.
TOTAL		208 sp.	243 sp.
RESIDENTIAL DWELLING UNITS	CODE REQUIREMENT	REQUIRED SPACES	PROVIDED SPACES
Lot D	40 du 2 sp / du	80 sp.	60 sp.

100% Scale, Only
Orange & Green
4-10-2016
4-10-2016
4-10-2016

sdas
Schaefer Design Associates, Inc.
1000 N. Lincoln Ave.
Naperville, IL 60563
(630) 335-1100
info@sdas.com

Prepared For:
N.A. LODGING 1, LLC
123 W. Washington Street
Suite 250 Chicago, IL 60601
DECADE GROUP - RANDALL
666 S. Washington Street
Naperville, IL 60563

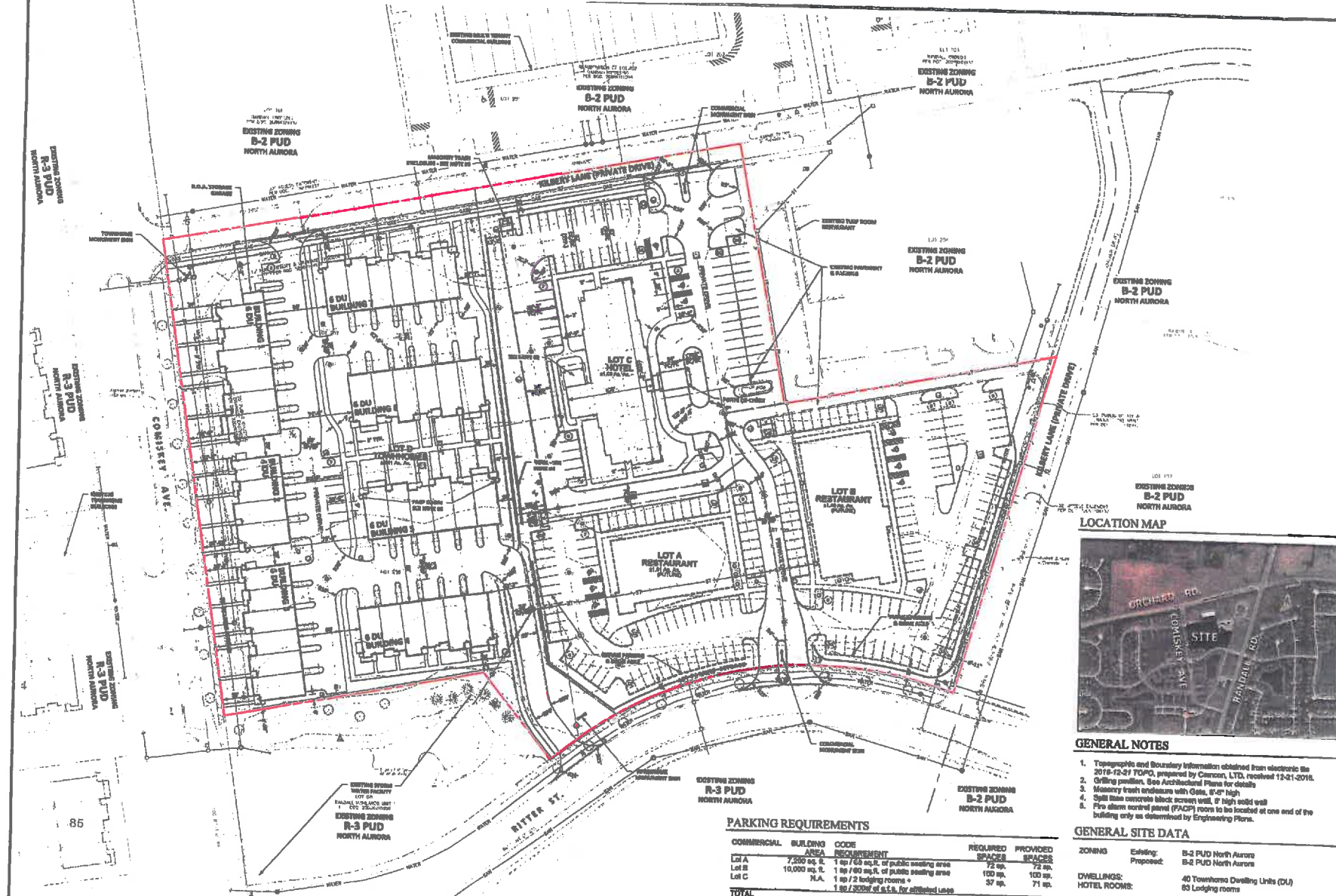
Project Name:
RANDALL CROSSING
North Aurora, Illinois

Sheet Name:
SITE PLAN



Revisions:
1. 2017-01-05 SUBMITTED
2. 2017-01-05 SUBMITTED FOR
3. 2017-01-05 SUBMITTED FOR
4. 2017-01-05 SUBMITTED FOR
5. 2017-01-05 SUBMITTED FOR
6. 2017-01-05 SUBMITTED FOR
7. 2017-01-05 SUBMITTED FOR
8. 2017-01-05 SUBMITTED FOR
9. 2017-01-05 SUBMITTED FOR
10. 2017-01-05 SUBMITTED FOR

RNDR



LOCATION MAP



GENERAL NOTES

1. Topographic and Boundary information obtained from electronic file 2016-12-31 TPO, prepared by Cannon, LTD, received 12-21-2016.
2. Grading profiles, See Architectural Plans for details.
3. Masonry trench enclosures with Gates, 6'0" high.
4. Split lane concrete black screen wall, 8' high solid wall.
5. Fire alarm control panel (FACP) rooms to be located at one end of the building only as determined by Engineering Plans.

GENERAL SITE DATA

ZONING	Existing	Proposed	USE	HEIGHT
B-2 PUD North Aurora	B-2 PUD North Aurora	B-2 PUD North Aurora	Restaurant	35' max.
B-2 PUD North Aurora	B-2 PUD North Aurora	B-2 PUD North Aurora	Hotel	42'-3" max.
B-2 PUD North Aurora	B-2 PUD North Aurora	B-2 PUD North Aurora	Townhome	35' max.
DWELLINGS:	40 Townhome Dwelling Units (DU)			
HOTEL ROOMS:	63 Lodging rooms			
TOTAL SITE AREA:	7,707 sq. ft.	339,207 sq. ft.		
Lot A	1,012 sq. ft.	44,114 sq. ft.	Restaurant	35' max.
Lot B	1,484 sq. ft.	84,829 sq. ft.	Restaurant	35' max.
Lot C	1,879 sq. ft.	81,733 sq. ft.	Hotel	42'-3" max.
Lot D	3,414 sq. ft.	148,731 sq. ft.	Townhome	35' max.

* Deviation from Zoning Ordinance, Max permitted height 35'.

PARKING REQUIREMENTS

COMMERCIAL BUILDING	CODE	REQUIREMENT	REQUIRED SPACES	PROVIDED SPACES
Lot A	7,390 sq. ft.	1 sp / 60 sq. ft. of public seating area	72 sp.	72 sp.
Lot B	10,000 sq. ft.	1 sp / 60 sq. ft. of public seating area	100 sp.	100 sp.
Lot C	N/A	1 sp / 2 lodging rooms + 1 sp / 300 sq. ft. of a.s.a. for attached Lease	37 sp.	71 sp.
TOTAL			209 sp.	243 sp.
RESIDENTIAL DWELLING UNITS	CODE	REQUIREMENT	REQUIRED SPACES	PROVIDED SPACES
Lot D	40 du	2 sp / du	80 sp.	80 sp.

Project No. 1215
 1215 S. Maple Road
 Chicago, IL 60643
 Tel: 773.321.1234
 Fax: 773.321.1235
 www.sda.com

Prepared For:
N.A. LODGING & LIC
 220 W. Washington Street
 Suite 200 Chicago, IL 60601
DECADE GROUP - RANDALL
 946 S. Washington Street
 Springfield, IL 62761

Drawn By:
RANDALL CROSSING
 Hunt, Aurora, Illinois

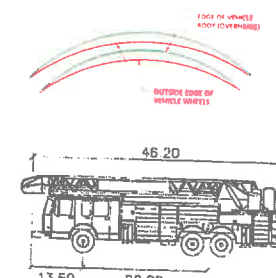
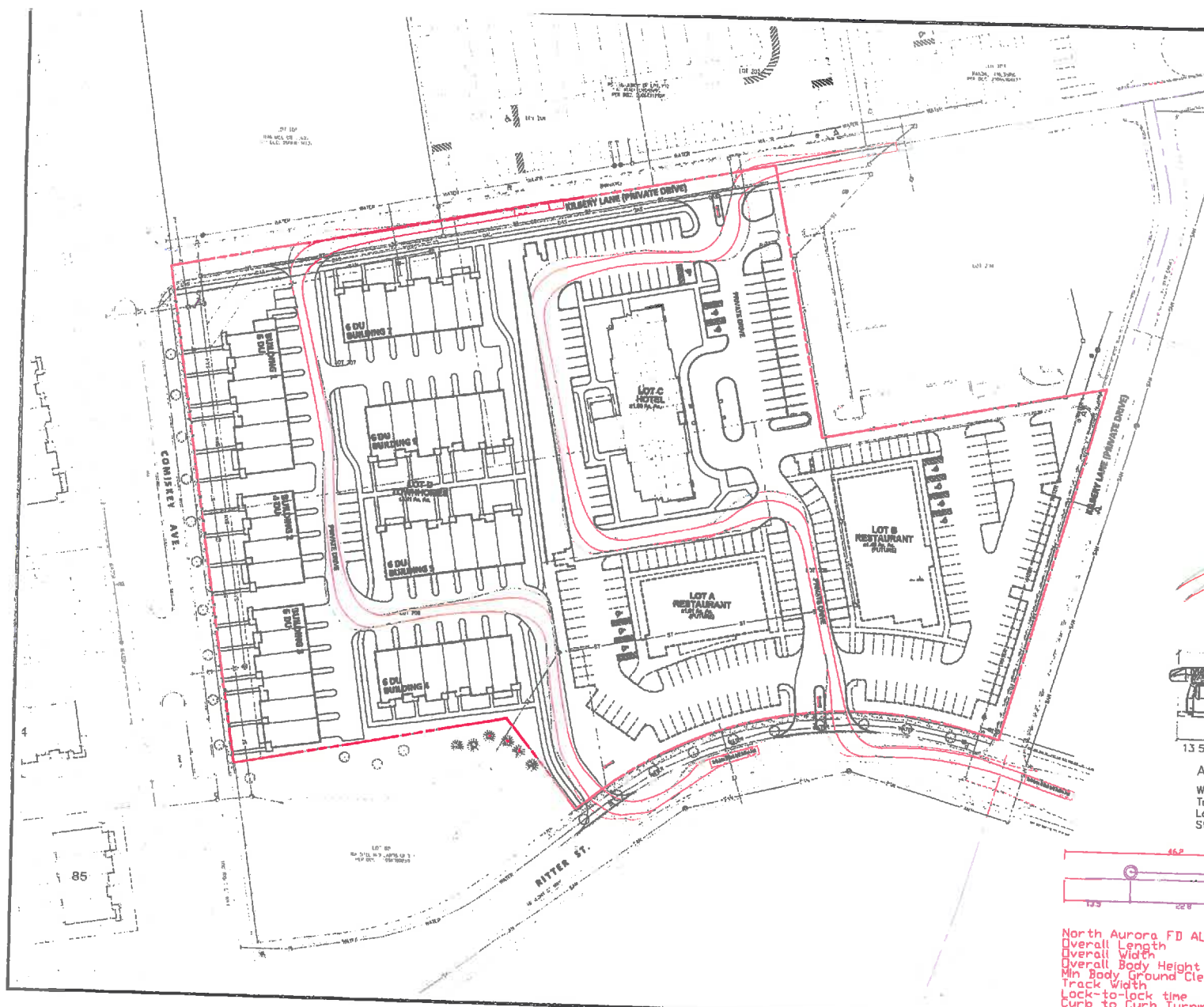
Site Plan



Revisions
1. 12-21-2016
2. 12-21-2016
3. 12-21-2016
4. 12-21-2016

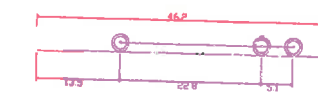
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 PLOT: 1215-01-01

SHEET



AIR AL PLATFORM

Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.00
Steering Angle	: 30.00



North Aurora FD Alexis Aerial Platform Truck

Overall Length	46.200ft
Overall Width	8.000ft
Overall Body Height	14.000ft
Min Body Ground Clearance	1.400ft
Track Width	8.000ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	46.000ft

SDA
 Schaeffler Design Associates, Inc.
 554 S. Washington Street
 Peoria, Illinois 61601
 Phone: 309.691.1155
 Fax: 309.691.1156
 Email: info@sdainc.com

Project No: _____
 Drawing No: _____
N. A. LODGING, LLC
 333 W. Main Street
 Suite 214 Overland, IL 60055
DECADE GROUP - RANDALL
 554 S. Washington Street
 Peoria, Illinois 61601

Project Name: _____
RANDALL CROSSING
 North Aurora, Illinois

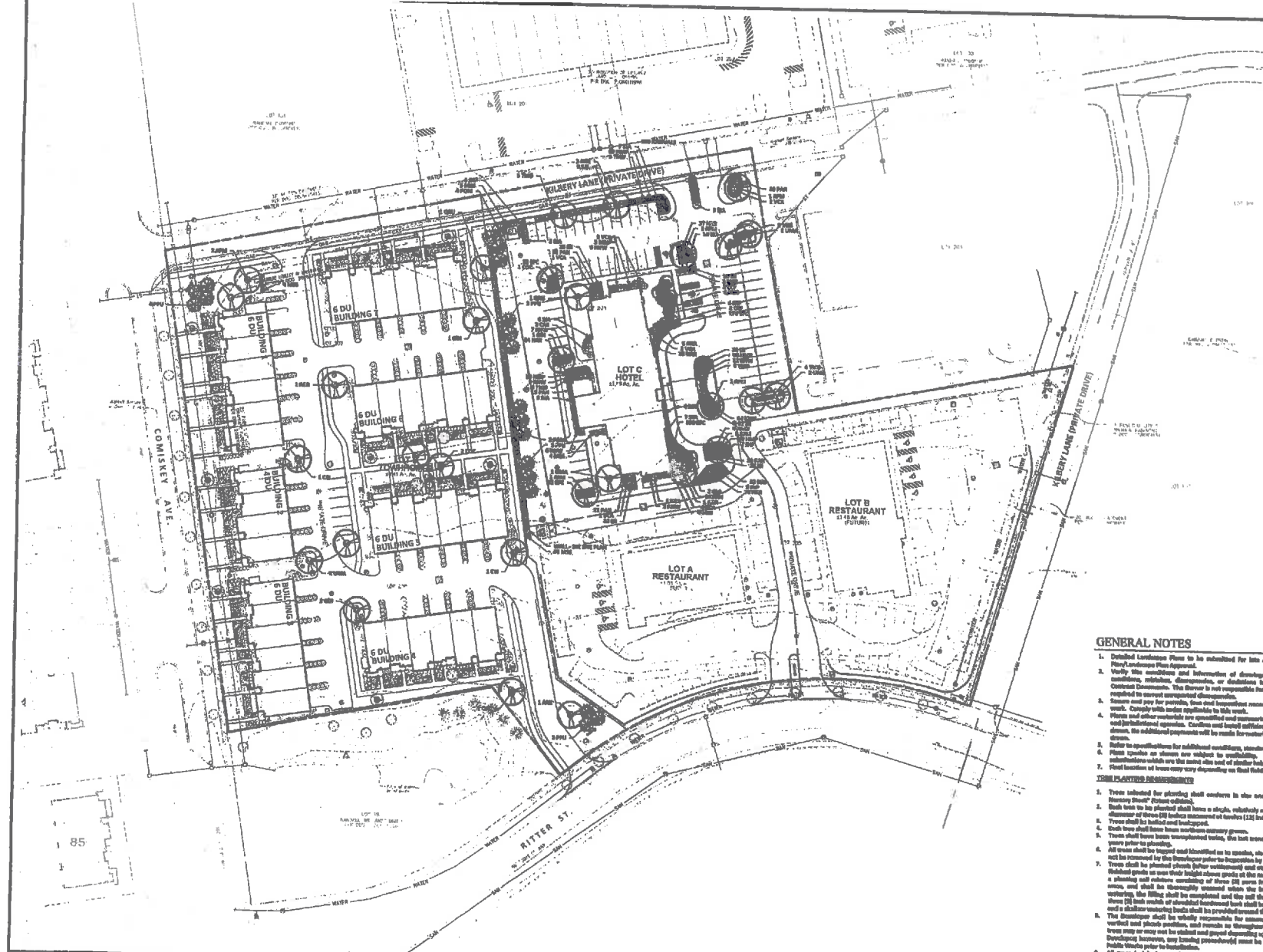
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FIRE DEPARTMENT APPARATUS TURN MOVEMENTS

North

Revisions

No.	Description	Date
1	Initial Design	10/1/2014
2	Revised Design	10/1/2014
3	Final Design	10/1/2014

Drawn: J. A. Jones
 Scale: 1" = 40'-0"
 Job No: 2014-001
 Design: J. A. Jones
 File: 2014-001.dwg
 SHEET: _____



GENERAL NOTES

1. Detailed Landscape Plans to be submitted for lots A AND B at time of individual site Plan/Landscape Plan Approval.
2. Verify the conditions and information of drawings. Promptly report any omissions, conditions, variations, discrepancies, or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or omissions, required to correct unapproved discrepancies.
3. Owner and pay for permits, fees and expenses necessary for the proper execution of this work. Comply with rules applicable to this work.
4. Plants and other materials are specified and quantified for the convenience of the Owner and for informational purposes. Quantities and quality sufficient quantities to complete the work as shown, the additional payments will be made for materials needed to complete the work as shown.
5. Refer to specifications for additional conditions, standards, and notes.
6. Plant species or shown are subject to availability. Owner reserves the right to make substitutions which are the same size and of similar habit.
7. Plant location of trees may vary depending on final field conditions.

TOWN PLANTING REQUIREMENTS

1. Trees intended for planting shall adhere to the standards for "American Standard for Nursery Stock" (ANSI Z603).
2. Each tree to be planted shall have a single, relatively straight trunk with a minimum trunk diameter of three (3) inches measured at twelve (12) inches above ground level.
3. Trees shall be balled and burlapped.
4. Each tree shall have bare root minimum nursery grown.
5. Trees shall have burlapped trunks, the bark wrapping being not less than four (4) years prior to planting.
6. All trees shall be tagged and identified as to species, size and place of origin. Each tag shall not be removed by the landscape prior to inspection by the Village.
7. Trees shall be planted within their recommended and at the same relative height above the finished grade as on their height above grade at the nursery. Holes shall be backfilled with a planting soil mixture consisting of three (3) parts shade loam and one (1) part sand or perlite, the filling shall be compacted and the soil thoroughly tamped. After planting, a well-drained watering hole shall be provided around the tree.
8. The landscape shall be fully responsible for ensuring that all trees are planted in a vertical and shade position, and remain so throughout the guarantee period. Double-digging however, any landscaping previously installed by the Village to be removed or not in current growing condition after two (2) growing seasons shall be replaced at the landscaping of the most satisfactory growing season, at the cost to the Village.
9. All trees balled or replacement determined by the Village to be damaged or not in current growing condition after two (2) growing seasons shall be replaced at the landscaping of the most satisfactory growing season, at the cost to the Village.

N.A. LODGING, LLC
 1205 S. Main Street
 Suite 200 Chicago, IL 60605
 P: 312.333.0310
 F: 312.333.0311
 www.nalodging.com

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 1205 S. Main Street
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 P: 312.333.0310
 F: 312.333.0311
 www.decadegroup.com

RANDALL CROSSING
 North Avenue, Illinois

LANDSCAPE PLAN

North

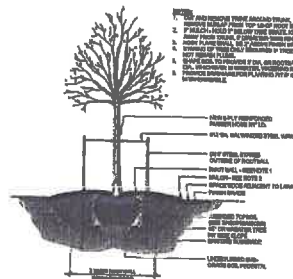
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2	Final Design	12/15/2010

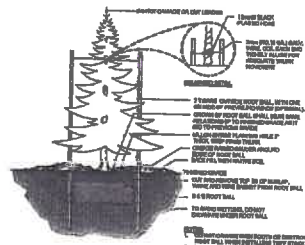
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 File #: 1000000000

SHEET

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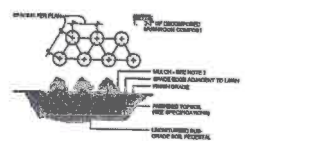
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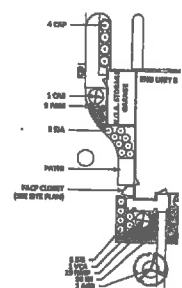
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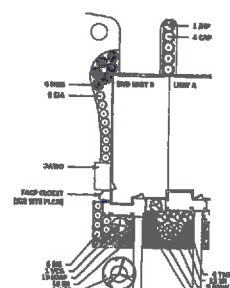
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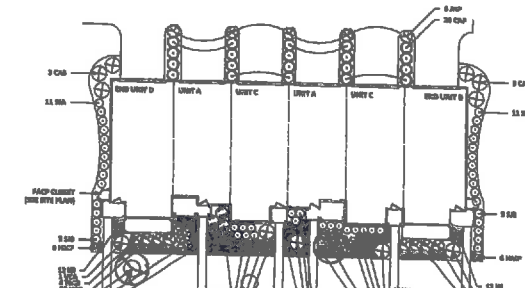
4 PERENNIAL DETAIL
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3 TH LS - End Unit Storage
SCALE: 1"=10'



2 TH LS - End Unit B
SCALE: 1"=10'



1 PROTOTYPICAL TOWNHOMES LANDSCAPE PLAN
SCALE: 1"=10'

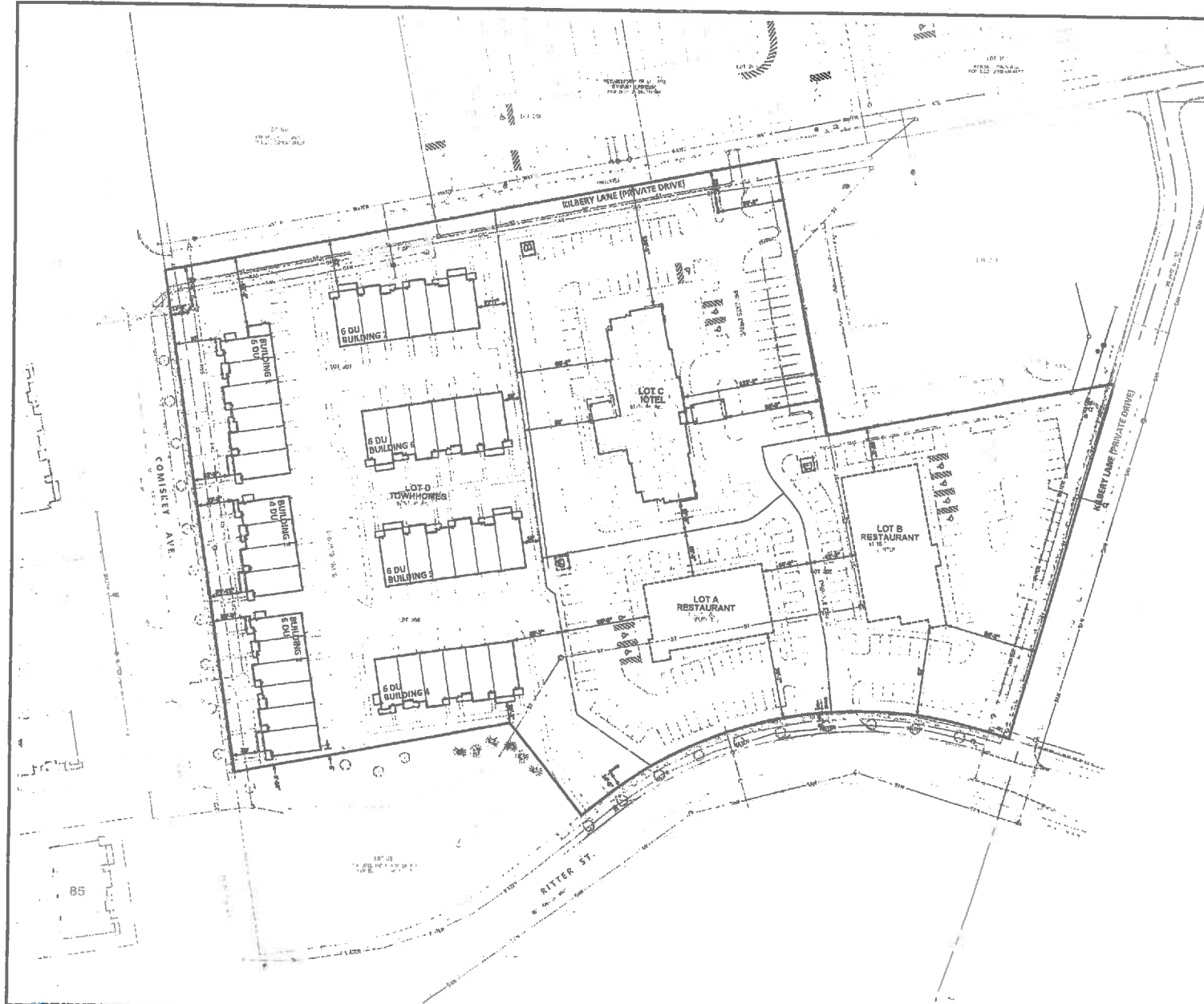
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Deciduous Trees			
100	Amelanchier 2' grafted	Apple Serviceberry	12" High, 10"
Shrub & Vine			
200	Andromeda	Andromeda	12"
201	Andromeda	Andromeda	12"
202	Andromeda	Andromeda	12"
Perennials			
300	Andromeda	Andromeda	12"
301	Andromeda	Andromeda	12"
302	Andromeda	Andromeda	12"
Deciduous Shrubs			
400	Andromeda	Andromeda	12"
401	Andromeda	Andromeda	12"
402	Andromeda	Andromeda	12"
Deciduous Vines			
500	Andromeda	Andromeda	12"
501	Andromeda	Andromeda	12"
502	Andromeda	Andromeda	12"
Deciduous Grasses			
600	Andromeda	Andromeda	12"
601	Andromeda	Andromeda	12"
602	Andromeda	Andromeda	12"
Deciduous Flowers			
700	Andromeda	Andromeda	12"
701	Andromeda	Andromeda	12"
702	Andromeda	Andromeda	12"
Deciduous Foliage			
800	Andromeda	Andromeda	12"
801	Andromeda	Andromeda	12"
802	Andromeda	Andromeda	12"
Deciduous Foliage			
900	Andromeda	Andromeda	12"
901	Andromeda	Andromeda	12"
902	Andromeda	Andromeda	12"

N. A. LODGING 1, LLC
 120 W. Washington Street
 Suite 200 Chicago, IL 60601
 Phone: 312.555.1234
 Fax: 312.555.1234
 Email: n.a.lodging1@llc.com

RANDALL CROSSING
 North Avenue, Illinois

LANDSCAPE PLAN
 North Avenue, Illinois

4.1



Revisions

NO.	DATE	DESCRIPTION
1	10/1/10	ISSUED FOR PERMIT
2	10/1/10	REVISIONS
3	10/1/10	REVISIONS
4	10/1/10	REVISIONS
5	10/1/10	REVISIONS
6	10/1/10	REVISIONS
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8	10/1/10	REVISIONS
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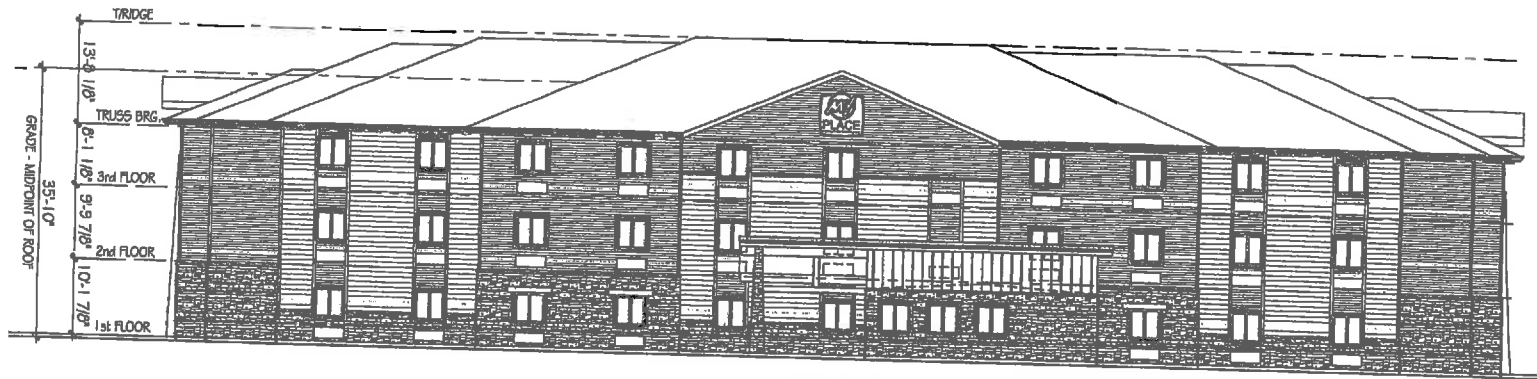
DATE: 10/1/10
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 DRAWN BY: J. J. J.
 CHECKED BY: J. J. J.
 SHEET: EX1

BUILDING SETBACK EXHIBIT

RANDALL CROSSING North Avenue, Illinois

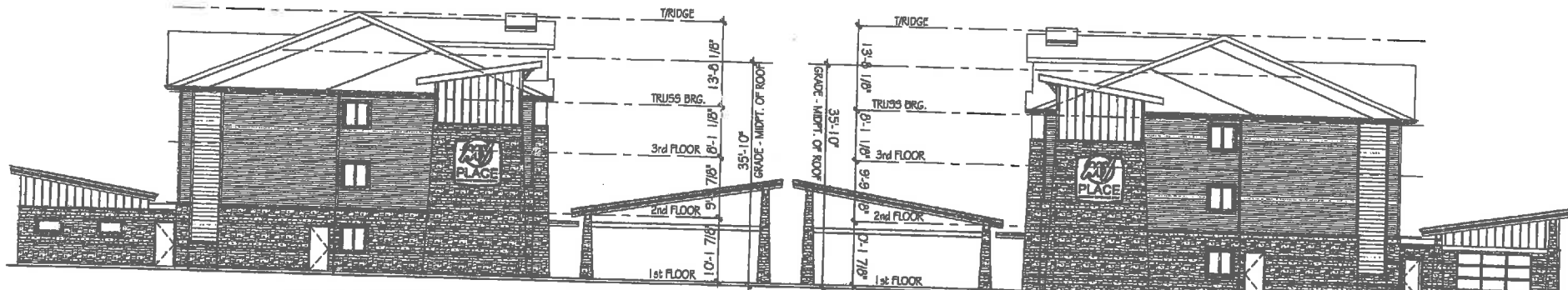
Prepared For:
N. A. LODGING I, LLC
 1231 N. Washington Street
 Suite 200 Chicago, IL 60610
 Prepared By:
DECADE GROUP - RANDALL
 200 S. Washington Street
 Chicago, Illinois 60604

Prepared By:
SDA
 Schaefer Design Associates, Inc.
 1231 N. Washington Street
 Suite 200 Chicago, IL 60610
 P: 312.331.0000
 F: 312.331.0000
 www.sda-inc.com



REAR ELEVATION

SCALE: 1/16"=1'-0"

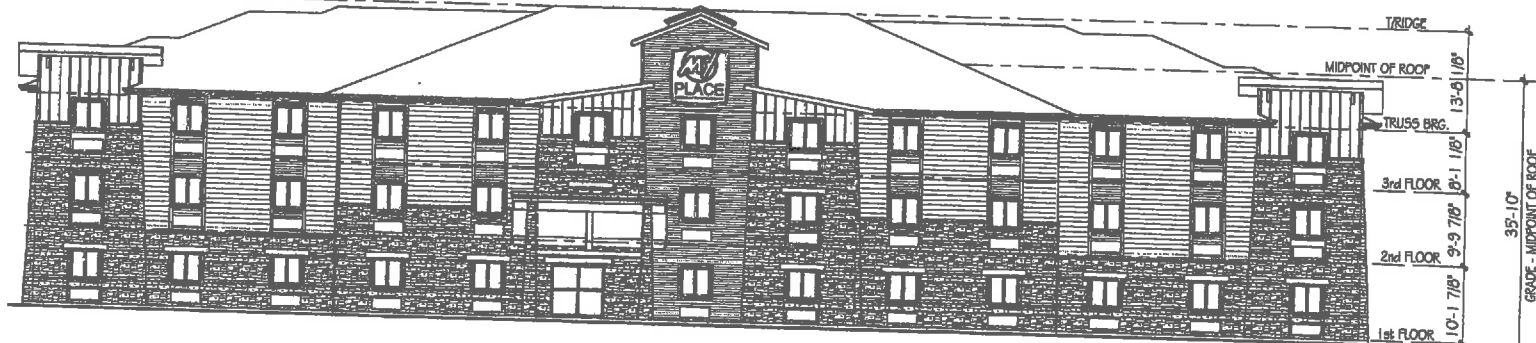


LEFT ELEVATION

SCALE: 1/16"=1'-0"

RIGHT ELEVATION

SCALE: 1/16"=1'-0"



FRONT ELEVATION

SCALE: 1/16"=1'-0"

My Place
North Aurora, Illinois

911 Rogers Street
Downers Grove, IL 60515
630.789.2513
studio21architects.com

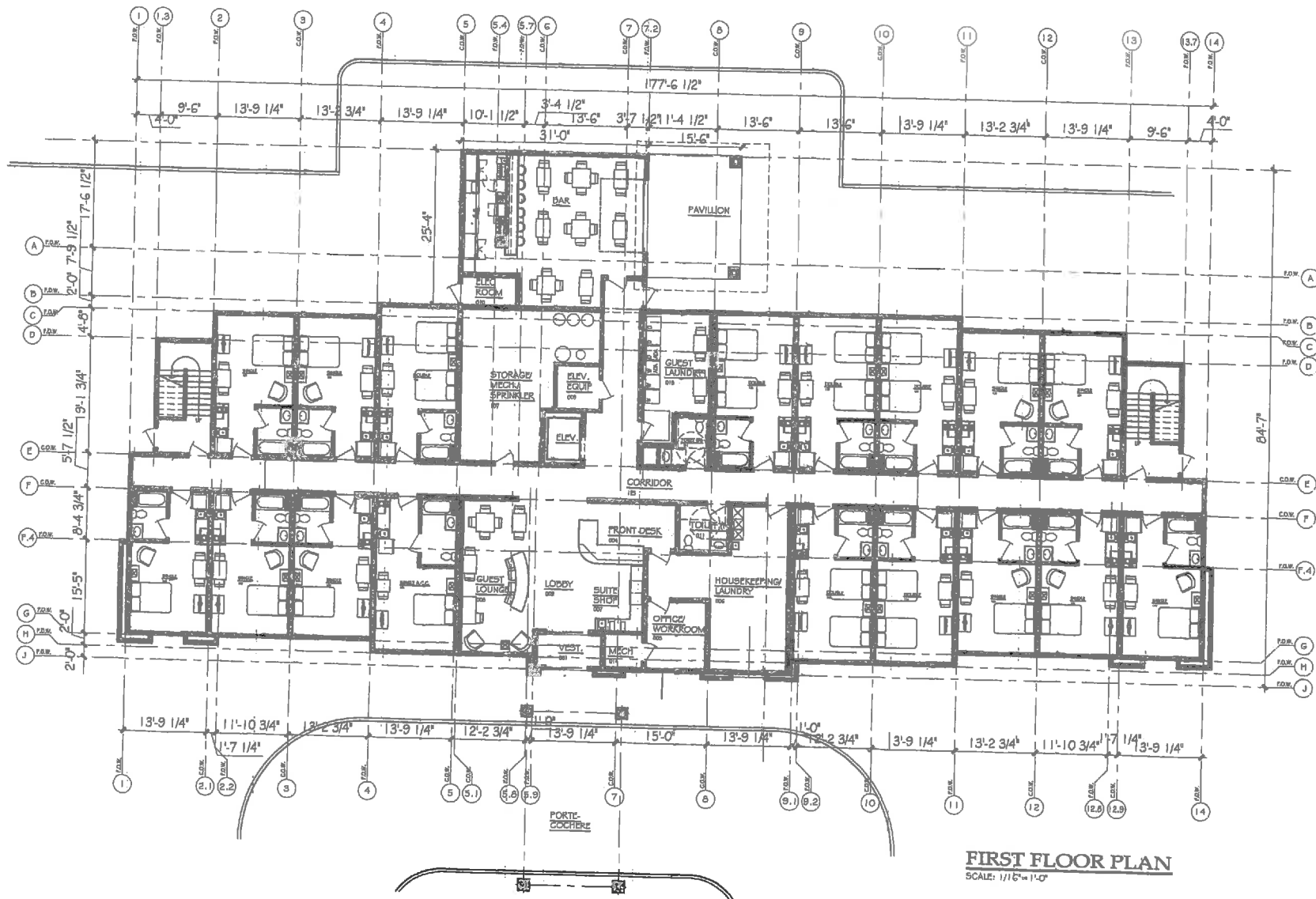
DATE
02/02/17

PROJECT
16221

DRY
A4.0







My Place
North Aurora, Illinois

911 Rogers Street
Downers Grove, IL 60515
630.789.2513
studio21architects.com

DATE
01/23/17

PROJECT
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SHEET
A1.0



RANDALL CROSSING

Proposed Product and Elevations

January 20, 2017



A. 6 UNIT BUILDING WITH
TWO B TYPE PRODUCTS
ON EACH END

B. 4 UNIT BUILDING TYPE
WITH B AND D UNITS
TYPES

C. SIDE ELEVATION OF B
UNIT

D. TYPICAL NORTH ELEVATION

E. 4 UNIT BUILDING TYPE
WITH TWO B TYPE
UNITS EACH END

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: SPECIAL USE / SITE PLAN APPROVAL: RANDALL HIGHLANDS
AGENDA: 4/3/2017 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving an amendment to the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands development affecting only a portion of the Randall Crossing commercial development

DISCUSSION

The petitioner is proposing to develop a portion of the vacant 7.68 in the Randall Highlands development with a three-story/64-room hotel and 40 townhome units.

The subject property is located in the B-2 General Business District and has already been granted a special use for a general commercial planned unit development. Ordinance No. 05-06-27-03, approved June 27, 2005, granted a special use as a multi-district mixed use PUD known as the Randall Highlands development.

The petitioner is requesting deviations to the height of the hotel, landscape island spacing on the hotel property, building setbacks for two of the townhome buildings, separation between three of the townhome buildings and a temporary signage package. Such approvals require a formal amendment to the original planned unit development, as a major change to the planned development. The original PUD was created as a special use, which requires any amendment to the PUD be conducted through the special use process. The Plan Commission reviewed the requested deviations at their March 7, 2017 meeting and recommended approval of the major change to the planned development (special use).

Per Section 17.4.4(B) of the Zoning Ordinance, site plan review shall be required for each building permit application for multi-family, townhouse, commercial, and industrial development for which a site plan has not already been approved. As the site plan will be approved as part of the special use process, staff believes that formal site plan approval is part of the special use approval. Both staff and the Plan Commission found that the petition meets the applicable site plan standards.

The Village Board reviewed the development proposal at their March 20, 2017 Committee of the Whole meeting. The Village Board did not have any issues with the proposed deviations or site plan.

Attachments:

1. Ordinance approving an amendment to the Special Use Multi-District Mixed Use Planned Unit Development for the Randall Highlands development affecting only a portion of the Randall Crossing commercial development



**VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS**

Ordinance No. _____

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE SPECIAL USE MULTI-DISTRICT
MIXED USE PLANNED UNIT DEVELOPMENT
FOR THE RANDALL HIGHLANDS DEVELOPMENT
AFFECTING ONLY A PORTION OF THE
RANDALL CROSSING COMMERCIAL DEVELOPMENT**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2017**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2017
by _____.**

Signed _____

THE VILLAGE OF NORTH AURORA

ORDINANCE No. _____

**AN ORDINANCE APPROVING AN AMENDMENT
TO THE SPECIAL USE MULTI-DISTRICT
MIXED USE PLANNED UNIT DEVELOPMENT
FOR THE RANDALL HIGHLANDS DEVELOPMENT
AFFECTING ONLY A PORTION OF THE
RANDALL CROSSING COMMERCIAL DEVELOPMENT**

WHEREAS, an Ordinance Granting a Special Use as a Multi-District Mixed Use PUD for Randall Highlands Development was approved on June 27, 2006, for the Randall Highlands Development, including the Randall Crossing Commercial portion of that development (hereinafter the “PUD Ordinance”); and

WHEREAS, N.A. LODGING 1, LLC, owner of the property legally described in Exhibit A, DECADE GROUP – RANDALL, LLC, owner of the property legally described in Exhibit B, and JAHN PROPERTIES, LLC, owner of the property legally described in Exhibit C, hereinafter called “N.A. Lodging” and “Decade” and “Jahn”, respectively, and “Owner” collectively, and NEXT GENERATION DEVELOPMENT, LLC, hereinafter called the “Developer”, has requested an amendment to the Randall Highlands Multi-District Mixed Use PUD to subdivide the property collectively owned by the Owners (hereinafter the “Property” collectively) for a proposed townhome development, hotel development and outlots for restaurants:

WHEREAS, Preliminary Plans for the Property prepared by Schoppe Design Associates, including the Site Plan dated January 26, 2017, the Landscape Plan dated January 26, 2017, Building Setback Exhibit dated February 7, 2017, elevations and associated documents are attached hereto and incorporated herein as group Exhibit D (hereinafter the “Development Plans”).

WHEREAS, the North Aurora Plan Commission conducted a public hearing on March 7, 2017 pursuant to notice as required by law and reviewed this request for a Major Planned Unit Development Amendment; and

WHEREAS, the Staff and Plan Commission have considered the criteria applicable to the amendment of planned unit developments and have recommended that the amendment to the PUD Ordinance be approved to subdivide Property to allow a multi-family residential development, hotel

development and two outlots on the Property for restaurants with appropriate conditions.

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

Section 1 The recitals set forth above are incorporated herein as the material findings of the Board of Trustees.

Section 2 Temporary Signs.

Within the area re-zoned R-3 Multi-Family Residential and within the first three months of leasing, temporary on-site sign usage, without restriction, may include, but not necessarily be limited to, banners, flags, and other means to advertise the opening of the operation, subject to the approval of the Community Development Director and limitations imposed for the protection of the public health, safety and welfare. No permit fee shall be required for such temporary advertising, and all signs that would otherwise be non-conforming must be removed promptly when the three-month period ends.

Section 3 Permanent Residential Signs

Within the area zoned R-3 Multi-Family Residential, the following permanent signs shall be allowed:

A. Two (2) permanent signs, one (1) at each entrance of Lot D, which shall match the size and be of similar materials of the existing sign located at the northwest corner of Ritter Street and Comiskey Ave.; and

B. One (1) permanent leasing office sign to be located at the model building and to be five feet (5') tall and five feet (5') wide.

Section 4 Permanent Commercial Signs

Within the area zoned B-2 General Commercial two (2) permanent signs shall be allowed that are no greater than ten feet (10') tall and twelve feet (12') wide, including one sign located within the landscape island at the entrance on Lot C and one sign located within the landscape island at the entrance on Lot A each.

Section 5 Residential Yard and Bulk Regulations.

The following residential yard and bulk regulations shall apply to the residential multi-family portion of the development as depicted on Exhibit D:

A. The front yard setback for Building 4 adjacent to the existing storm water basin directly south of the building shall be at least nineteen feet two inches (19'2");

B. The interior side yard setback between Building 1-2 and 2-3 shall be at least seventeen feet (17') with a conforming separation between the primary walls of the buildings of at least twenty feet (20'); and

C. The rear yard setback for Building 3 on adjacent to the existing storm water basin directly south shall be at least four feet ten inches (4'10").

1
2 **Section 6 Commercial Building Height:**

3 The commercial building height for the Hotel Building on shall be no more than thirty feet ten
4 inches (35'10").

5 **Section 7 Landscaping and Screening.**

6 Landscaping providing for one (1) landscape island for every sixteen (16) parking spaces in keeping
7 with the Site Plan attached as part of **Exhibit D** hereby approved.

8 **Section 8 Additional Conditions.**

9 The following additional conditions shall apply:

10 A. Dumpsters. All dumpsters located on the subject property shall be enclosed per Section 14.11.A
11 of the Zoning Ordinance:

12
13 B. Wall Signage. Wall signage shall be prohibited on the western building elevations on any non-
14 residential lots;

15
16 C. Subdivision. The petitioner shall be responsible for completing the necessary platting to
17 establish the subdivided lots as lots of record, prior to building permit issuance;

18
19 D. Street Lighting. All street lighting shall be of a consistent design with the surrounding
20 properties and shall be subject to approval by the Community and Economic Development Director;

21
22 E. Modifications. Any modification or intensification that alters the essential character or
23 operation of the use in a way not approved at the time the special use was granted shall require new special
24 use approval.
25

26 **Section 9** This Ordinance shall take immediate force and effect from and after its passage,
27 approval and publication as required by law.

28
29 PRESENTED to the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this
30 _____ day of _____, 2017.

31 PASSED by the Board of Trustees of the Village of North Aurora, Kane County, Illinois, this
32 _____ day of _____, 2017.

33 Mark Carroll _____ Laura Curtis _____
34 Chris Faber _____ Mark Gaffino _____
35 Mark Guethle _____ Michael Lowery _____

36

37

1 APPROVED and signed by me as the President of the Board of Trustees of the Village of North
2 Aurora, Kane County, Illinois, this _____ day of _____, 2017.

3
4
5
6 _____
7 Village President

8 ATTEST:

9 _____
10 Village Clerk
11
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EXHIBIT A

N.A. LODGING PROPERTY LEGAL DESCRIPTION

THAT PART OF LOTS 203, 205 AND 206 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 12, 2006 AS DOCUMENT 2006K111996 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT 2007K116149; DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 203; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST (BEARING ASSUMED FOR DESCRIPTION PURPOSES), 254.50 FEET ALONG THE EAST LINE OF LOT 203 AND ALONG THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 204 IN SAID RESUBDIVISION THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 69.61 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 204; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST, 16.30 FEET; THENCE SOUTHERLY, 37.41 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 32 MINUTES 44 SECONDS EAST THENCE SOUTHERLY, 36.81 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 52 MINUTES 34 SECONDS EAST; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 200.00 FEET; THENCE NORTH 10 DEGREES 56 MINUTES 08 SECOND WEST, 27.83 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 48.28 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, 311.13 FEET TO THE NORTH LINE OF SAID LOT 203; THENCE NORTH 79 DEGREES 03 MINUTES 52 SECONDS EAST; 271.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS

PIN 12-32-403-009; 12-32-403-007; 12-32-327-006

EXHIBIT B

DECADE GROUP – RANDALL, LLC PROPERTY LEGAL DESCRIPTION

LOT 207 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING,
ACCORDING TO THE PLAT THEREOF RECORDED OTOBER 12, 2006 AS
DOCUMENT NUMBER 2006K111996, AND CERTIFICATE OF
CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT
NUMBER 2007K116149, IN THE VILLAGE OF NORTH AURORA, KANE
COUNTY, ILLINOIS

PIN 12-32-327-005

EXHIBIT C

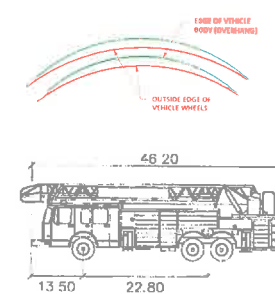
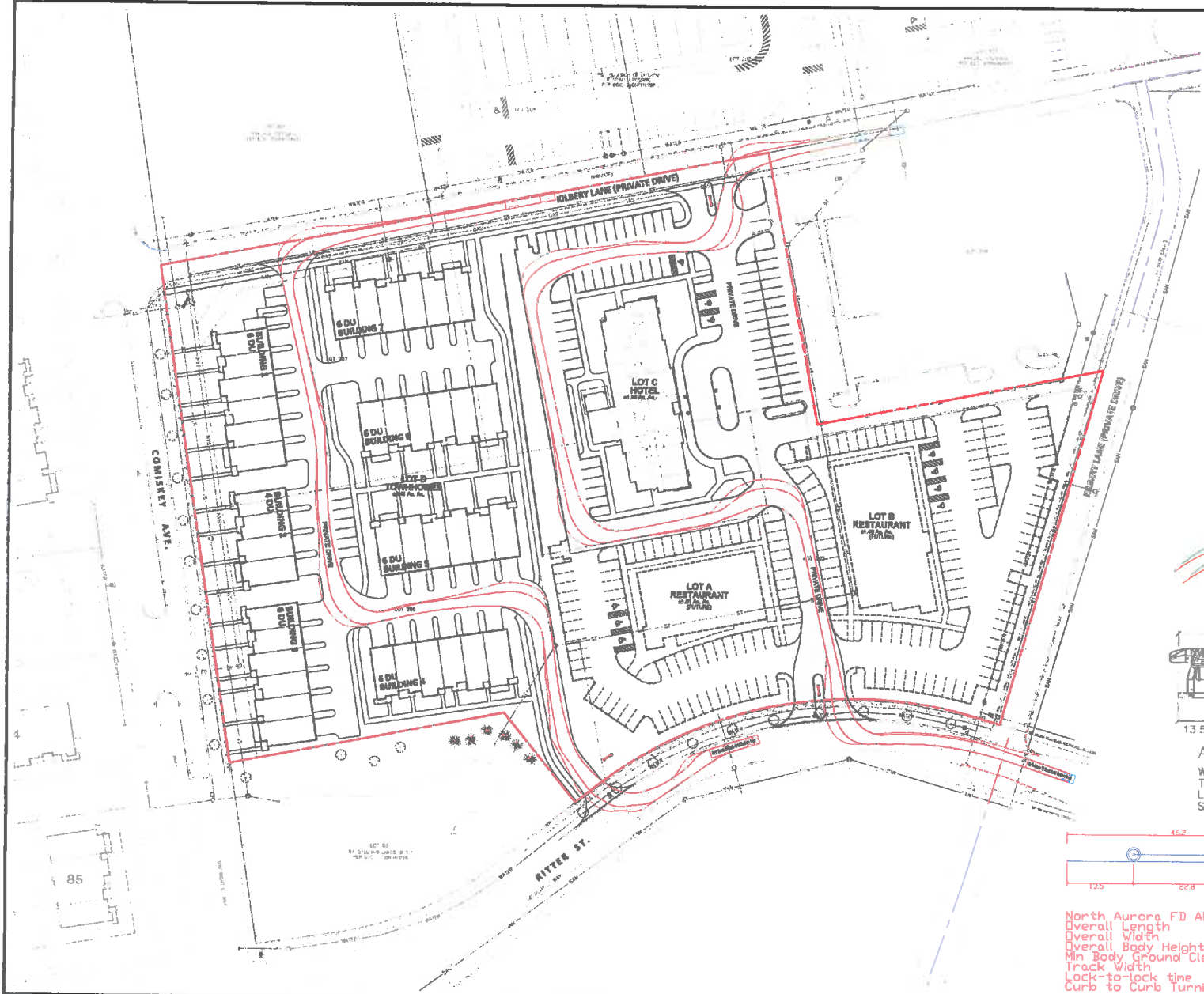
JAHN PROPERTIES, LLC PROPERTY LEGAL DESCRIPTION

LOT 107 1N THE AMENDED FINAL PLAT OF RANDALL CROSSING,
BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED SEPTEMBER 22, 2006 AS DOCUMENT
2006K104137 AND CERTIFICATE OF CORRECTION RECORDED
OCTOBER 30, 2006 AS DOCUMENT 2006K118950, IN KANE COUNTY,
ILLINOIS.

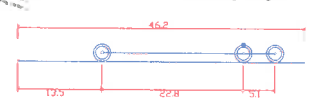
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EXHIBIT D
DEVELOPMENT PLANS



AERIAL PLATFORM
 Width : 8.00
 Track : 8.00
 Lock to Lock Time : 6.00
 Steering Angle : 30.00



North Aurora FD Alexis Aerial Platform Truck
 Overall Length : 46.200ft
 Overall Width : 8.000ft
 Overall Body Height : 14.00ft
 Min Body Ground Clearance : 4.00ft
 Track Width : 8.000ft
 Lock-to-lock time : 6.00s
 Curb to Curb Turning Radius : 46.000ft

134 S. Lake Street
 Suite 214
 North Aurora, IL 60062
 Tel: 815.331.0300
 Fax: 815.331.0301
 Email: info@sda.com
 Website: www.sda.com

sda
 Schaefer Design Associates, Inc.
 LANSING, MI 48106

Project No. **11-001**

Client **N. A. LODGING 1, LLC**
 1100 N. Lake Street
 Suite 214
 North Aurora, IL 60062

Project Name **DECADE GROUP - RANDALL**
 North Aurora, Illinois
 Project No. 11-001

Project Title **RANDALL CROSSING**

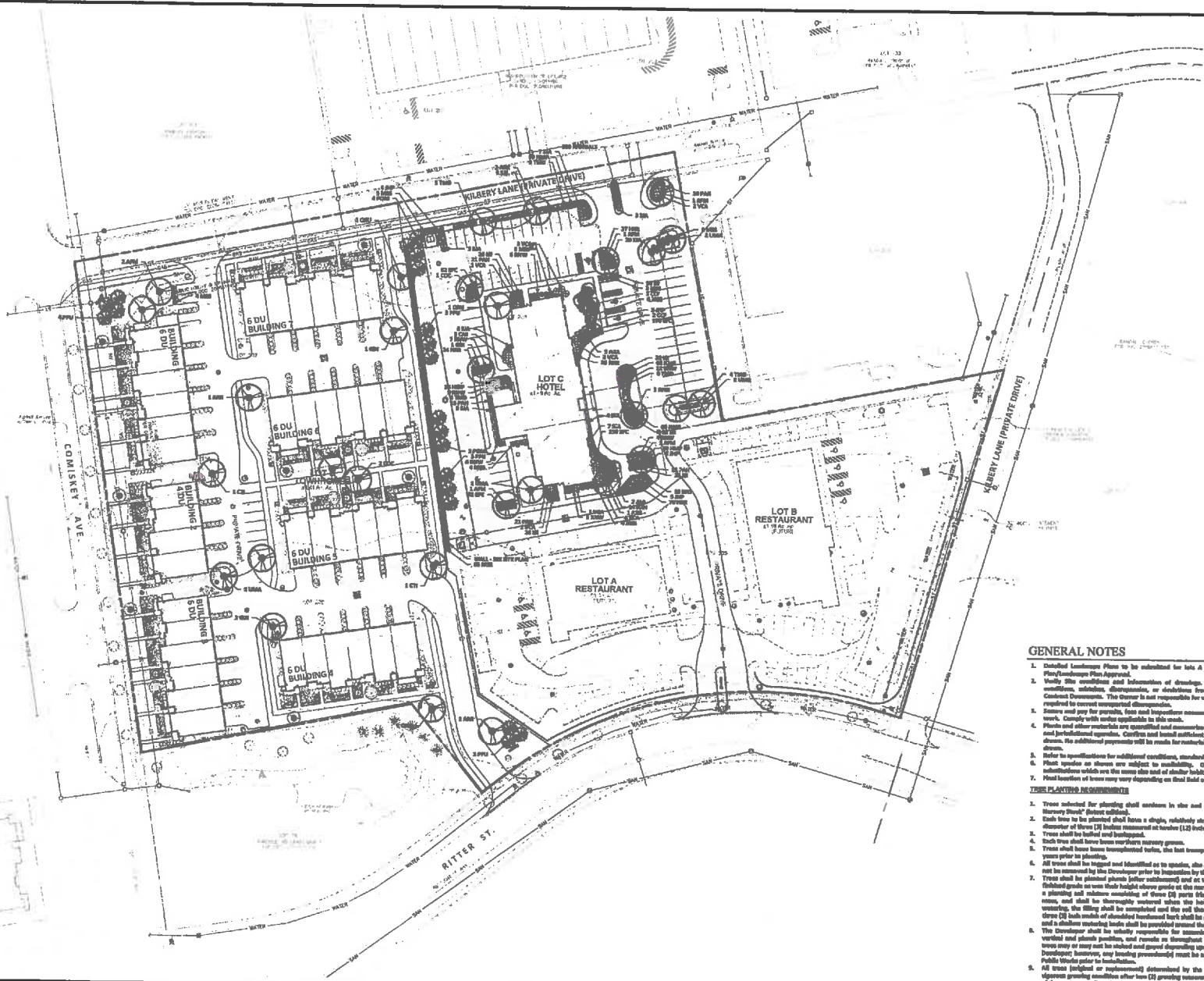
Project Description **FIRE DEPARTMENT APPARATUS TURN MOVEMENTS**

North

Revisions

No.	Description	Date
1	Initial Design	11/15/11
2	Revised Design	11/15/11
3	Final Design	11/15/11

Drawn: **CH**
 Checked: **CH**
 Date: **11/15/11**
 Scale: **1" = 40'**
 Sheet: **3.0**



GENERAL NOTES

1. Detailed Landscape Plan to be submitted for lots A AND B at time of installed site plan/landscape plan approval.
2. Verify site conditions and information of drawings. Promptly report any omissions, conditions, omissions, discrepancies, or deviations from the information shown in the General Drawings. The Owner is not responsible for uncorrected changes or errors work required to correct uncorrected discrepancies.
3. Owner and pay for permits, fees and inspection necessary for the proper execution of this work. Comply with rules applicable to this work.
4. Plants and other materials are quantified and summarized for the convenience of the Owner and professional agencies. Confirm and install sufficient quantities to complete the work as shown. No additional payments will be made for materials required to complete the work as shown.
5. Refer to specifications for additional conditions, standards, and notes.
6. Plant species as shown are subject to availability. Owner reserves the right to make substitutions which are the same size and of similar habit.
7. Final location of trees may vary depending on final field conditions.

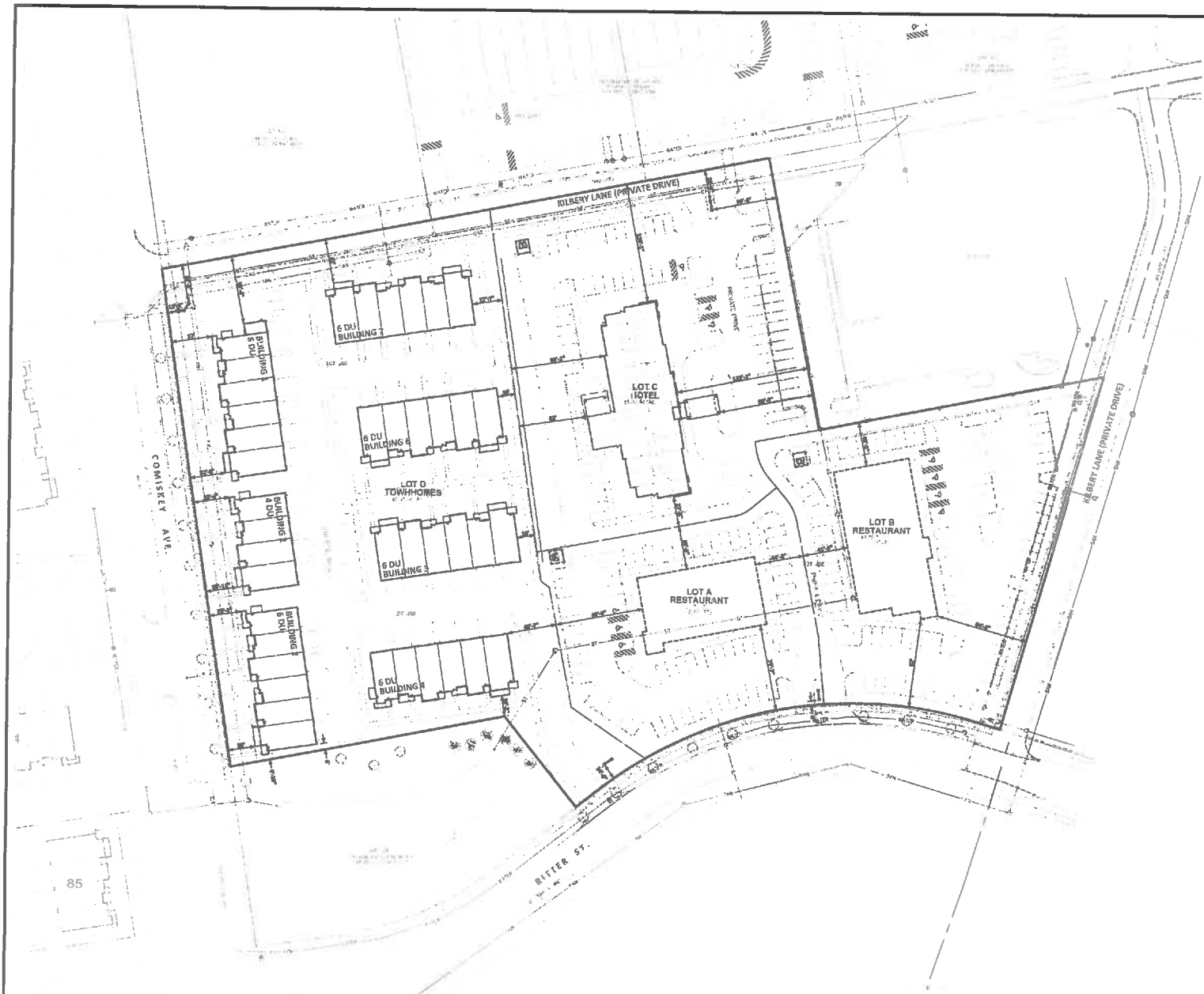
TREE PLANTING REQUIREMENTS

1. Trees selected for planting shall conform in size and grade to "American Standard for Nursery Stock" (latest edition).
2. Each tree to be planted shall have a single, relatively straight trunk with a minimum trunk diameter of three (3) inches measured at twelve (12) inches above ground level.
3. Trees shall be balled and burlapped.
4. Each tree shall have been nursery grown.
5. Trees shall have been transplanted before, the last transplanting being not less than four (4) years prior to planting.
6. All trees shall be tagged and identified as to species, size and place of origin. Each tag shall not be removed by the Developer prior to inspection by the Village.
7. Trees shall be planted promptly after settlement and at the same relative height above the finished grade as shown on the landscape plan. Trees shall be installed with a planting soil medium consisting of three (3) parts loam, equal and one (1) part sand, and shall be thoroughly watered within the hole in two-thirds (2/3) full. After watering, the filling shall be compacted and the soil thoroughly tamped. After planting a three (3) inch mesh of standard hardware mesh shall be applied over the disturbed ground, and a shallow mulch layer shall be provided around the tree.
8. The Developer shall be solely responsible for ensuring that all trees are planted in a vertical and plant position, and records as throughout the guarantee period. Deadwood trees over or may not be cut and ground depending upon the individual preference of the Developer; however, any landscaping (including) must be approved by the Superintendent of Public Works prior to installation.
9. All trees (original or replacement) determined by the Village to be diseased or not in adequate growing condition after two (2) growing seasons shall be replaced at the beginning of the next succeeding planting season, at no cost to the Village.



Revisions
1. 10/1/11
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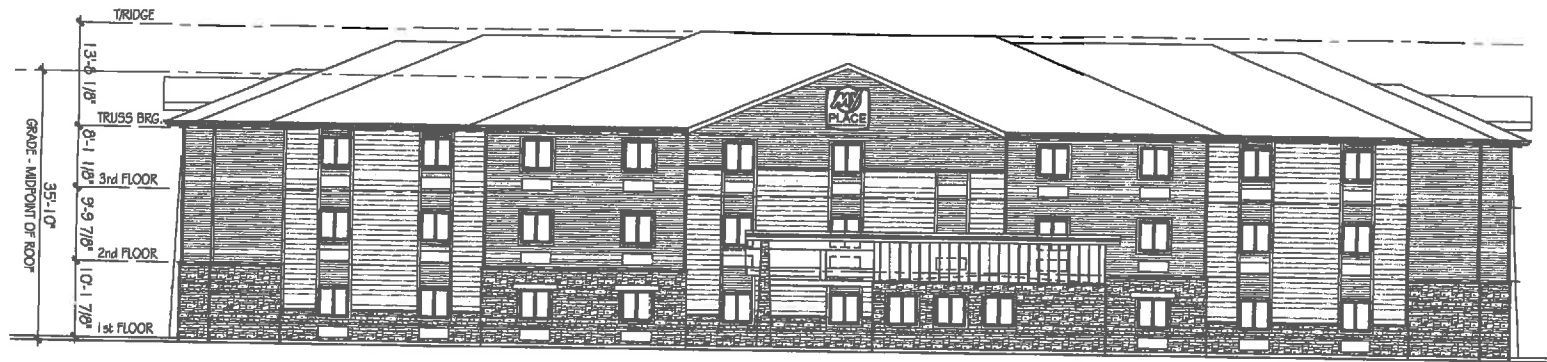
Date: 2017.09.09
 Scale: 1" = 40'
 Job #: 100-000000
 Owner: C. J. [illegible]
 File #: [illegible]
 SHEET:

BUILDING SETBACK
 EXHIBIT

RANDALL CROSSING
 North Avenue, Illinois

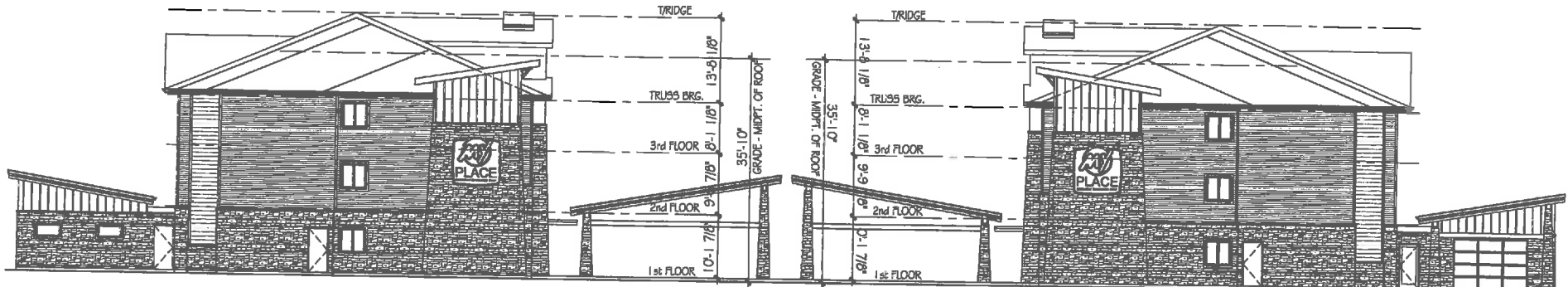
Prepared For:
 N. A. LODGING 1, LLC
 1000 North Avenue
 Suite 100 Chicago, IL 60606
 Prepared By:
 DECADE GROUP - RANDALL
 1000 North Avenue
 Suite 100 Chicago, IL 60606

Prepared By:
 SDA
 Schaefer Design Associates, Inc.
 1000 North Avenue
 Suite 100 Chicago, IL 60606
 773.555.1000
 www.sda-inc.com



REAR ELEVATION

SCALE: 1/16"=1'-0"

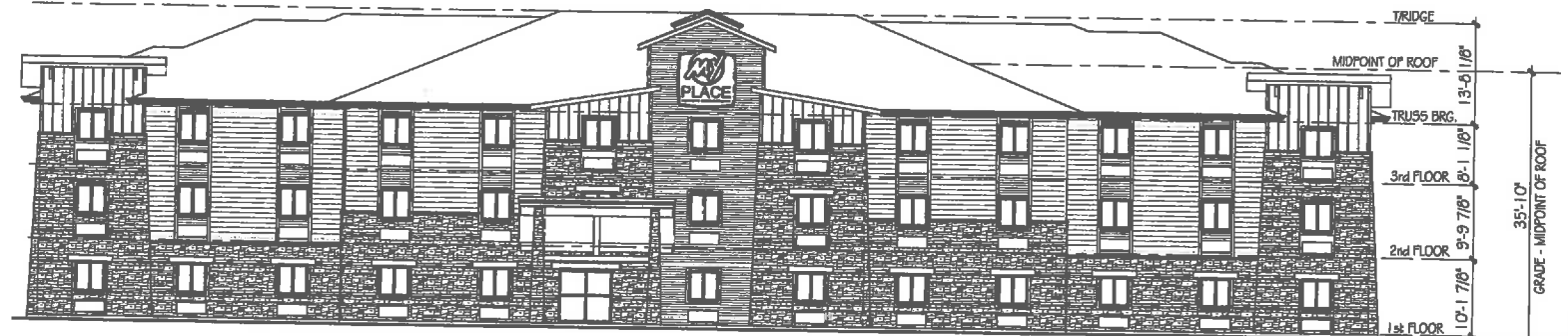


LEFT ELEVATION

SCALE: 1/16"=1'-0"

RIGHT ELEVATION

SCALE: 1/16"=1'-0"



FRONT ELEVATION

SCALE: 1/16"=1'-0"

My Place
North Aurora, Illinois

911 Rogers Street
Downers Grove, IL 60515
(630) 780-2513
studio21architects.com

DATE: 02/02/17

PROJECT: 16221

SHEET: A4.0







RANDALL CROSSING

Proposed Product and Elevations

January 20, 2017



A. 6 UNIT BUILDING WITH TWO B-TYPE PRODUCTS ON EACH END

B. 4-UNIT BUILDING TYPE WITH B AND D UNIT'S TYPES

C. SIDE ELEVATION OF B UNIT

D. TYPICAL REAR ELEVATION

E. 4 UNIT BUILDING TYPE WITH TWO B-TYPE UNITS EACH END.

**VILLAGE OF NORTH AURORA
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: MAP AMENDMENT: RANDALL HIGHLANDS
AGENDA: 4/3/2017 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance approving a Map Amendment for property in the Randall Crossing development in the Village of North Aurora

DISCUSSION

The petitioner is proposing to develop a portion of the vacant 7.68 acres in the Randall Highlands development with a three-story/64-room hotel and 40 townhome units. In order to facilitate the proposed development, there are certain entitlements needed, one of which is a map amendment ('rezoning'). As such, the petitioner is requesting a formal map amendment to reclassify the westerly 3.41 acres from B-2 General Business District to R-3 General Residence District to accommodate the development of the forty (40) townhome units. The Plan Commission reviewed the requested map amendment at their March 7, 2017 meeting and recommended approval.

The Village Board reviewed the development proposal at their March 20, 2017 Committee of the Whole meeting. The Village Board did not have any issues with the proposed townhome component of the development or the need to amend the underlying zoning to accommodate the townhomes.

Attachments:

1. Ordinance approving a Map Amendment for property in the Randall Crossing development in the Village of North Aurora



**VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS**

Ordinance No. _____

**AN ORDINANCE APPROVING A MAP AMENDMENT FOR PROPERTY
IN THE RANDALL CROSSING DEVELOPMENT
IN THE VILLAGE OF NORTH AURORA**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2017**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2017
by _____.**

Signed _____

ORDINANCE NO.

**AN ORDINANCE APPROVING A MAP AMENDMENT FOR PROPERTY
IN THE RANDALL CROSSING DEVELOPMENT
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the DECADE GROUP – RANDALL, LLC, is the owner of record of the Property comprised of approximately 3.41 acres legally described as follows:

THAT PART OF LOT 206 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 12, 2006 AS DOCUMENT 2006K111996 AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT 2007K116149; DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 203; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST (BEARING ASSUMED FOR DESCRIPTION PURPOSES), 254.50 FEET ALONG THE EAST LINE OF LOT 203 AND ALONG THE SOUTHERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 204 IN SAID RESUBDIVISION THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 69.61 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 204; THENCE SOUTH 10 DEGREES 56 MINUTES 08 SECONDS EAST, 16.30 FEET; THENCE SOUTHERLY, 37.41 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 32 MINUTES 44 SECONDS EAST THENCE SOUTHERLY, 36.81 FEET TANGENT TO THE LAST DESCRIBED COURSE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 52.00 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 52 MINUTES 34 SECONDS EAST; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 200.00 FEET; THENCE NORTH 10 DEGREES 56 MINUTES 08 SECOND WEST, 27.83 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 52 SECONDS WEST, 48.28 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 06 SECONDS WEST, 311.13 FEET TO THE NORTH LINE OF SAID LOT 203; THENCE NORTH 79 DEGREES 03 MINUTES 52 SECONDS EAST; 271.35 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS

PIN 12-32-327-006

and

LOT 207 IN THE RESUBDIVISION OF LOT 102 RANDALL CROSSING, ACCORDING TO THE PLAT THEREOF RECORDED OTOBER 12, 2006 AS DOCUMENT NUMBER 2006K111996, AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 26, 2007 AS DOCUMENT NUMBER 2007K116149, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS

PIN 12-32-327-005

Respectively the Decade Parcels are, together, the Property.

WHEREAS, the North Aurora Plan Commission conducted a public hearing on March 7, 2017 pursuant to notices required by law to consider a request for map amendment to rezone the Property from B-2 General Business District to R-3 General Residence District, and for an amendment to the Ordinance Granting a Special Use as a Multi-District Mixed Use PUD for Randall Highlands Development dated June 27, 2005, in regard to the Property; and

WHEREAS, the President and the Board of Trustees of the Village of North have considered all of the criteria applicable to warrant a map amendment for the Property, and they and believe that granting the requested map amendment is in the best interest of the Village of North Aurora.

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

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.
2. The President of the Board of Trustees adopt the findings of fact made by the Plan Commission in respect to the zoning of the Property and further finds that the requested zoning map amendment is in the public interest and are not solely for the interest of the Petitioner.
3. The Property shall be and hereby is zoned R-3 General Residence District, provided that, if a valid and complete application for building permit is not submitted within one (1) year from the effective date of this Ordinance, the zoning shall lapse back to B-2 General Business District.
4. The map amendment approved by this ordinance is conditioned on approval of a Special Use/Planned Unit Development amendment for the property immediately to the east of the Property approving deviations for a hotel development.
5. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2017, A.D.

Mark Carroll _____
Chris Faber _____
Mark Guethle _____

Laura Curtis _____
Mark Gaffino _____
Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this ____ day of _____, 2017, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

Memorandum



To: Village President and Village Board of Trustees
From: Steven Bosco, Village Administrator
Date: 4-3-17
Re: Community Sign

The community sign located at the northeast corner of State Street (Route 56) and Lincolnway (Route 31) was donated to the Village by the North Aurora Lions Club in the late 1980's. The Village has been responsible for updating the sign with new messages and the general maintenance of the sign. In its current state, the clock feature and temperature gauge on the sign are no longer working. Staff has reached out to two separate sign companies and have been told that these features are mostly obsolete and replacement parts are unavailable. In addition, electricity to the sign was terminated when the Activity Center was demolished in 2015. However, the electricity to the sign has since been restored, lighting up the double-sided reader board.

The Village Board discussed building a new sign at the June 20, 2016 Committee of the Whole meeting. Staff estimated the cost to refurbish or replace the sign with a double-sided light-emitting diode (LED) reader board to be up to \$60,000. Staff suggested an LED reader board as it increases staff efficiency by being able to program messages remotely. Currently, messages are changed by staff manually. Remote access also allows for messages to be removed immediately after an event has passed, keeping any updates timely. An LED board also allows for more than two messages to be posted at one time on the sign as the messages rotate and more visibility by utilizing colors and graphics. Per the discussion, the Village Board was in favor of moving forward with the purchase of the new sign.

Prior to the June 20th conversation, the Lions Club stated that they were interested in being exclusive sponsors of the sign, essentially providing a monetary donation to help fund the sign since they paid for the original sign. The Village Board discussed sponsorship at the June 20th meeting and determined that any sponsorship opportunities should be made available to other civic groups. Sponsorships discussed may be in the form of a monetary donation towards the cost of the sign in exchange for the civic group's logo to be added to the sign when it's constructed.

There was no discussion as to the monetary amount the Village would ask for if it sought sponsorships from civic groups.

Since the June 20th meeting and in preparation of the upcoming budget year, staff met with three sign companies that meet the Village's responsible bidder requirement. Staff was seeking a company to provide a not-to-exceed contract to design, build and install the new community sign. Ultimately, staff is seeking the Village Board to waive bids in order to work with the selected company. Staff chose this process as opposed to holding a formal bid as the recent Village entry way welcome sign project yielded only one qualified bidder, despite two bid processes. Working with one company also gives the Village control over the design process as well as the building process. By having control of the design and build aspects of the project, staff can ensure any design selected by the Village Board can be built without unforeseen material or color alterations.

Staff has concluded the company review process and has received a contract from Western Remac Inc. of Woodridge, IL in the not-to-exceed amount of \$70,000. The contracted amount includes Western Remac's use of Greenberg Farrow, a professional landscape architect/site planner. The contract may ultimately be less money depending on the final sign selected by the Village Board and the fact that the Village has already established electricity at the site. Western Remac has conducted many municipal sign projects including directional/wayfinding signage, entryway signs and community signs. Staff contacted two municipal references for Western Remac and received no negative feedback.

Staff sought the Village Board's direction as to whether to move forward with the contract from Western Remac, Inc. in an amount not-to-exceed \$70,000 and whether to allow community groups to provide donations to sponsor the sign at the March 20, 2017 Committee of the Whole Meeting. The Village Board's direction at the meeting was to move forward with the contract and to build the sign without requesting donations for sponsorships from community groups.

Please find attached the contract from Western Remac Inc. in an amount not-to-exceed \$70,000 as well as information about their company and experience.

CONTRACT

THIS AGREEMENT, made this 21st day of March, 2017, by and between **The Village of North Aurora, 25 E. State Street, North Aurora, IL 60542**, (hereinafter called "Client"), and **Western Remac, Inc., 1740 Internationale Parkway, Woodridge, IL 60517**, (hereinafter called "Contractor"), WITNESSETH:

1. **SCOPE OF WORK.** Contractor agrees to furnish all necessary materials, labor, tools, equipment, and supplies necessary to perform all work in the construction of:

**The Village of North Aurora
Welcome/LED Message Sign Design Build Project**

(hereinafter called "the Project") in accordance with any and all documents forming or made a part of this Contract by reference thereto. Contractor agrees to be bound to Client by the terms and provisions thereof.

2. **DUTY TO BE BOUND.** Contractor acknowledges that it has examined and familiarized itself with the conditions of the site of the work to be performed hereunder.

3. **ESTIMATED QUANTITIES/WORK.** It is agreed that the estimated quantities of materials to be furnished and/or work to be done for the Project by Contractor are as follows: Pursuant to Exhibits "A" and "B" attached hereto and made a part hereof.

4. **CONTRACT PRICE.** Client agrees to pay Contractor for furnishing the materials and performing the work specified under the scope of Sections 1 and 3 herein at a cost not to exceed **\$70,000.00** (excluding any permit, license, inspection, and traffic control and protection (beyond cone closures) fees - see Exhibits 'A' and 'B') without the written consent of both parties.

The Village of North Aurora is a public body and is exempt from excise, sales, and use taxes and therefore sales tax will not be charged on this project. Upon request, The Client will furnish Contractor with its State of Illinois Exemption Number to procure permanent materials to be incorporated into the Project.

5. **PAYMENT.**

5.1 **Conditions of Payment.** Payment to Contractor will be made based on the quantities and services listed above at a cost not to exceed **\$70,000.00** without the written consent of both parties (except for permit, licensing, inspection, and traffic control and protection (beyond cone closures) fees, as referenced in Exhibit 'A' – Furnish and Installation Breakdown). Contractor shall submit payment applications, made payable Net 30 Days from completion of the Work under this Contract agreement. Payment applications are to be certified and include any and all applicable waivers.

5.2 **Partial Payments.** Partial payments will be made to Contractor based upon the payment schedule detailed in Exhibit 'B' – Payment Schedule.

5.3 Final Payment. Upon complete performance of this Contract, Client will make final payment to the Contractor as detailed in Exhibit "B".

5.4 Lien Waivers. When required by Client, Contractor shall provide, in a form satisfactory to the Client, lien or claim waivers and affidavits from Contractor and its subcontractors and suppliers, at the time of payment.

6. CHANGES IN THE WORK. Without invalidating this Contract, Client may, at any time by written order, make changes in, additions to and omissions from the work to be performed and materials to be furnished under this Contract. Contractor will provide a cost proposal for said changes. All proposals must be approved in writing prior to commencing any changed work.

Any claim by Contractor for an increase in the contract price or for additional compensation for extra work performed or extra materials furnished by Contractor must be made in writing before Contractor performs the changes in the Contract work or incurs the claimed extra expense. Such changes shall require the pre-approval of the Village Board.

7. COORDINATION AND TIMELY PERFORMANCE. Time is of the essence of this Contract. Contractor shall furnish all materials, labor, tools, equipment and supplies necessary for the performance of this Contract in a proper, efficient and workmanlike manner in accordance with this Contract and the project schedule and revisions thereto, if any, prepared by Contractor or Client. Contractor shall prosecute the work undertaken in a prompt and diligent manner in accordance with the project schedule.

Contractor shall commence work under this Contract within 48 hours of receipt of a written notice to proceed from Client.

8. DELAY. Contractor shall prosecute its work in a diligent manner and will set up and maintain such a rate of progress as to enable it to complete the entire job within the time limits established by the project schedule. In the event Contractor's performance of this Contract is delayed, hindered or interfered with by acts of the Client, other contractors, subcontractors, or any other parties or for any cause whatsoever, without the fault or responsibility of Contractor, Contractor shall, in writing, request an extension of time for the performance of its work.

9. WORKMANSHIP. Every part of Contractor's work shall be executed in the most professional and workmanlike manner. All workmanship shall be of the best of its kind and all materials used in Contractor's work shall be furnished in sufficient quantities and in adequate time to facilitate the proper and expeditious execution of Contractor's work. All materials furnished shall be new except as may be otherwise expressly provided for in this Contract.

10. **SHOP DRAWINGS.** Contractor shall prepare and submit to Client the necessary shop drawings and other descriptive materials relating to the work covered hereby.

11. **WARRANTIES.** Contractor guarantees and warrants its work against all deficiencies and defects in materials and/or workmanship for a period of one year from date of final completion.

12. **INSURANCE/INDEMNIFICATION/BONDS**

12.1 **Insurance.** Within ten (10) days of the date of this Agreement, but in any event prior to Contractor beginning any Work on any given project site, Contractor shall provide evidence of the following insurance coverages which shall be issued by carriers reasonably acceptable to the Client and duly licensed to do business in the state where the project is located, maintaining an AM Best's rating of A, 8 or better:

- A. **Commercial General Liability** insurance with limits of not less than \$1,000,000 per occurrence, with a \$2,000,000 per project aggregate. Such policy shall include all major aspects of coverage including but not limited to Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Independent Contractors and Contractual Liability. There shall be no endorsement or modification of the policy excluding or limiting liability arising from XCU hazards, and the policy must not contain a total pollution exclusion. The policy shall include *The Village of North Aurora, its officers, directors, employees and agents*, and any other party as required by the Client, as Additional Insureds via a combination of ISO forms CG2010 10/01 and CG2037 10/01, or manuscript form(s) providing equivalent coverage (i.e. coverage for the Additional Insureds must be Primary/Non-Contributory, must include completed operations coverage, and must not be limited to vicarious liability or sole liability of Contractor), which form(s) must be accepted and approved by the Client or its insurance/risk manager. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation. The policy shall also include a Waiver of Subrogation endorsement in favor of the Additional Insureds listed above.
- B. **Business Automobile Liability** insurance with limits of not less than \$1,000,000 Combined Single Limit for bodily injury and property damage covering all vehicles used in connection with Subcontractor's Work. The policy must provide coverage for the Additional Insureds, either by policy terms or by endorsement attached to the policy, for any liability incurred by any of them due to the actions of Contractor.
- C. **Workers Compensation and Occupational Disease** insurance in accordance with all applicable state and federal laws, with **Employers Liability** insurance limits of at least \$500,000/\$500,000/\$500,000. The

policy shall include a Waiver of Subrogation endorsement in favor of the Additional Insureds listed in A. above.

- D. Excess/Umbrella Liability insurance with limits of at least \$2,000,000 per occurrence and in the aggregate. Coverage must be excess over the coverages listed in A-C above and shall also provide Additional Insured status and Waivers of Subrogation for the parties listed in A. above.

Contractor shall provide the Client with a Certificate of Insurance along with copies of all required endorsements, evidencing Contractor's maintenance of all of the above coverages. Said Certificate shall provide thirty (30) days advance written notice to the Client as the Certificate Holder in the event of cancellation or termination of coverage.

In the event any of these policies are terminated for any reason, and/or not less than five (5) days prior to the expiration date of any coverage(s), Contractor shall provide Certificates and endorsements as evidence of replacement and/or renewal of said coverages. Contractor agrees to maintain all of the required insurance for the benefit of the Client and any other Additional Insureds until the expiration of all applicable Statutes of Limitations, but in any event not less than two (2) years.

Any subcontractors employed by Contractor shall provide equivalent coverages. Otherwise, their work/services shall be included and covered under Contractor's insurance coverages. Evidence of subcontractor coverages shall be collected and maintained by Contractor prior to subcontractor beginning any Work on the project site, copies of which shall be provided to the Client immediately upon demand.

12.2 Indemnity. Contractor shall indemnify the Client against, and hold them harmless from any and all claims, suits, losses, damages, costs, expenses and attorneys' fees suffered or incurred on account of any breach by Contractor of any provision or covenant of this Contract Agreement.

Contractor shall further specifically indemnify the Client against and save them harmless from any and all claims, suits, losses, damages, costs, expenses and attorneys' fees for injury or death to persons or damage to property, including loss of use thereof, caused by, arising from, incident to, connected with or growing out of alleged wrongful acts or omissions of Contractor, regardless of whether such claim is alleged to be caused in part by the acts or omissions of The Client or their agents and employees.

In the event that the Client is informed that Contractor has breached any of the provisions or covenants of this Contract, the Client shall have the right to retain out of any payments due or to become due Contractor such an amount as the Client deems reasonable and necessary to protect the Client from and/or to reimburse it for any and all loss, damage or expense, including attorneys' fees, which the Client has or may incur by reason of such breach, until such time as Contractor has remedied or corrected the breach at no loss to the Client.

12.3 Bonds. If requested by Client, Contractor shall furnish to Client performance and payment bonds in the amount of \$70,000.00 within then (10) calendar days of Contract execution. Bonds must be issued by a Surety licensed to do business in the State of Illinois. Client shall pay to Contractor a bonding fee of 1.25% of the Contract Value upon receipt of invoice for the bond fee from the Contractor.

13. SAFETY. Contractor agrees that the prevention of accidents to workmen engaged in the work under this Contract is the responsibility of Contractor. Contractor agrees to comply with all laws, regulations and codes concerning safety as shall be applicable to the work and to the safety standards established during the progress of the work by Contractor.

14. CLEAN-UP. Contractor will at all times keep the premises upon and about which Contractor is performing work free from waste material, debris, or rubbish resulting from Contractor's work. At the completion of Contractor's work, Contractor will promptly remove all materials, equipment, tools, rubbish, and debris from and about the premises and restore the site to a rough grade condition. Contractor will not be responsible for any landscaping or brick-paving work; however, Contractor will be responsible for restoring any landscaping or streetscape fixtures damaged as a result of Contractor negligence.

15. COMPLIANCE WITH LAWS. Contractor agrees to be bound by and shall comply with all federal, state and local laws, ordinances and regulations applicable to Contractor's work including, but not limited to, equal employment opportunity, non-segregated facilities, minority business enterprise, women's business enterprise, disadvantaged business enterprise, safety and all other laws with which Contractor must comply by law.

16. PREVAILING WAGE RATES. Not less than the Prevailing Rate of Wages as found by the Illinois Department of Labor or determined by the court on review shall be paid to all laborers and workman performing work under this Contract. The following enclosed documents shall be a part of the Contract for this project: "Prevailing Wages for Construction Trades," as issued monthly by the Illinois Department of Labor (attached as "Exhibit 'C'").

17. CLIENT. The word "Client" as used herein refers to The Village of North Aurora and its authorized representatives, including the Architect or Engineer, and branch managers limited by the particular duties entrusted to them.

18. COST OF DISPUTE RESOLUTION. In the event of any dispute arising out of or relating to this contract or its breach, each party shall be responsible for its own costs, expenses and attorney's fees.

19. **SEVERABILITY AND WAIVER.** The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right provided for herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

20. **TITLES.** The titles given to the articles of this Contract are for ease of reference only, and not intended to limit or preclude enforcement of rights or obligations appearing anywhere else in the Contract and shall not be relied upon or cited for any purpose other than reference.

21. **ENTIRE AGREEMENT.** This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, quotations, representations, understandings or agreements, either written or oral. No contemporaneous or subsequent conversations, agreements, quotations or writings will have any force or effect to modify this Contract unless reduced to a writing signed by an authorized representative of each party hereto. By the execution of this Contract, Client and Contractor bind themselves and their heirs, executors, administrators and assigns to the full performance of the covenants contained herein.

22. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Illinois.

23. **NOTICE.** Service of any notice required by the terms of this Contract shall be deemed to have been made if delivered in person to the individual or a member of the firm or entity, or to an officer or agent of the corporation for which it was intended, or if sent by registered or certified mail, to the last business address known to the party giving notice.

24. **EQUAL OPPORTUNITY PROGRAM.** Contractor warrants that it has developed and maintains an Affirmative Action Equal Employment Opportunity Program which fully complies with the requirements of the General Contract and the requirements of the Federal Highway Administration. Contractor agrees to so conduct its operations so as to preclude any discrimination on account of race, creed, color, sex, age or national origin and that, insofar as Subcontractor's business is concerned, it will, independent of any action taken by Contractor, take all affirmative measures required of Contractor by the General Contract to assure affirmative efforts toward effecting the employment of minority group labor. Attached hereto and made a part hereof are the following Federal and State Equal Employment Opportunity and Labor Compliance Provisions:

1. Specific Equal Opportunity Responsibilities (Federal-aid Contracts) (eff. 3-20-69)
2. Equal Opportunity Responsibilities (Non-Federal-aid Contracts) (eff. 3-20-69)

3. Nondiscrimination Clauses for non-Federal-aid Contracts
4. Required Provisions for State Contracts. (eff. 4-1-65)
5. BC-1012—Certification of Nonsegregated Facilities.
6. Form PR 1273 (Required Contract Provisions—All Federal-aid Construction Contracts.
7. Federal-aid Proposal Notice
8. Certification of Equal Employment Opportunity (Federal-aid Contracts)
9. State Required Contract Provisions—All Federal-aid Construction Contracts (eff. 2-1-69)

25. **MULTIPLE COUNTERPARTS.** This Contract may be executed in multiple counterparts.

26. **TERMINATION.** The Client or Contractor may terminate this contract for convenience upon 30 days written notice to the other party. The Contractor shall be entitled to receive payment for the reasonable value of services provided and accepted by the Client and Contractor to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their proper officers or duly authorized agents, effective on the day and date first set forth above.

VILLAGE OF NORTH AURORA
an Illinois municipality

WESTERN REMAC, INC.
an Illinois corporation

By: _____
Name: _____
Title: _____

Michael Conoscenti
President

ATTEST

ATTEST

By: _____
Name: _____
Title: _____

Todd M. Fiegl
Vice President

Exhibit A

Village of North Aurora Welcome/LED Message Sign DB proposal Phase 1 and 2 Scope of Work

Below is our **Design-Build Proposal** for of the following elements: **Ground-mount Welcome sign to be located at the NEC of Rt. 31 and W. State St. Sign shall be double sided and consist of an LED variable message center that is roughly 48"x96" in dimension. Message center will be full color and have a 16mm pixel or better. Message center will have a decorative surround that will brand the Village of Aurora. Sign surround will consist of metal, masonry, or another exterior grade product that will be determined in the design phase.** This element will serve to inform the pedestrian and motoring public of Village information. In addition it will serve as a key branding element of the North Aurora community. Western Remac, Inc. will provide the following products and services broken into two phases:

Phase 1: Due diligence, survey, analysis, and design of following elements: Welcome/LED Message Center Sign.

- Kick-off meeting with Village of North Aurora and all key Village Staff.
- Gather input from Village Staff on the community's existing brand and to determine look and feel of the 2 elements at kick-off meeting.
- Field assess for feasibility the existing locations the Village has put together.
- Perform JULIE locates on 24 locations for new Wayfinding Signs.
- Document JULIE results and determine feasibility for the new elements.
- Prepare 3 different design concepts for the Welcome sign.
- Meeting with Village Staff to present concept designs.
- Follow-up meeting with Village Staff to review Village feed-back. Revise design concepts down to two "preferred" concept for the Welcome sign.
- Attend Village Board meeting to present concepts and answer questions
- Follow-up meeting with Village Staff to review final chosen concept and make any final tweaking modifications to that concept.
- After approval of final design, WRI will present hard quotation for Phase 2 (Furnish and Installation).

Phase 1 Deliverables: Time frame 6-8 weeks

- 3 Color prototype design concepts for each element (11"x17").
- 2 Color design concepts for each element (11"x17").
- 1 color design of final concept (11"x17")

- Demo of LED message board
- JULIE results documentation.
- Hard price quotation for Phase 2.

Phase 2: Engineer, fabricate, and install the Welcome sign element created in Phase 1

- Present material/color samples for approval.
- Designate and field stake final location for Welcome sign.
- Final JULIE,
- Final production engineering.
- Present production shop drawings for approval by Village.
- Obtain Permits from Village if necessary (cost to be passed onto Village).
- Furnish and install new Welcome sign, message center, and surround/base.
- Remove and scrap existing sign and pole.
- Site restoration to rough grade (finish landscaping and seeding provided by village).
- Spoil removal included.
- Equipment setup will take place in Village owned parking lot during installation and removal daytime hours M-F
- All installation work will be performed during day hours M-F.

Phase 2 Deliverables: time frame 12-14 weeks

- Full Color shop drawings.
- Construction time line.
- Color/material samples.
- (1) Welcome / LED Message center sign, double sided.
- (1) Decorative surround and base. (design and materials tbd in phase 1)
- (1) setup and training of message center by Daktronics technician
- (1) setup, access, and training on design software to create and control content on LED message center.
- Power will be brought to site of sign by Village

Cost for Phase 1 and Phase 2 not to exceed \$70,000.00

**** Completion goal for Phases 1 and 2 is August 31, 2017. While there is no guarantee of meeting that goal we will make every effort to do so providing there is no time loss due to weather, unforeseen material delays, decision making on (design, materials, or colors), obtaining permits, and any other unforeseen issues.**

Optional costs if directed by Village of North Aurora:

1. Performance and payment bond, 1.25% of contract value.
2. Stamped drawings by structural engineer passed on at cost plus 10%.
 - a. Roughly \$3,000 for ground mount structures.
3. Traffic control required by the village beyond a daytime cone closure
4. Permits / fees required by Village to be passed on at cost plus 10%.
5. There is no electrical work of any kind included in this proposal. If addition circuits or breaker boxes need to be installed that will be billed at cost plus 10%.
6. QA/QC concrete cylinders can be performed at cost plus 10% (we'll be using standard IDOT concrete mixes for the foundations for this job).
7. Contaminated soil removal.
8. If Julie locates determine hydro excavation is needed that will be billed at additional cost.

Exhibit B
Village of North Aurora
Welcome/LED Message Sign Design Build Project
Payment Schedule

Payment schedule for Phases 1 & 2 (will be modified if 2nd overhead truss option is contracted)

1. \$10,000 at start of contract to commence design, engineering, and to procure performance & payment bond (if requested).
2. \$45,000 at the completion of phase 1 and start of Phase 2 to commence final engineering, produce production shop drawings, color/material samples, and procure materials to fabricate the job.
3. Phase 1 & 2 balance due upon installation completion.
4. Additional costs; net 30 after performed.

www.westernremac.com



"Your Complete Sign Solution Provider"™

...Precisely
the right partner





(630) 972-7770
(630) 972-9680 fax
(888) 744-6765 toll free
www.westernremac.com

March 07, 2017

Village of North Aurora
Mr. Steven Bosco

Re: Village Welcome/LED Message Sign Design Build Proposal

Dear Mr. Bosco:

We are pleased to submit the attached proposal for your Welcome/LED Message Sign Design Build initiative. Western Remac, inc.(WRI) is a signage contractor based in Woodridge, IL, with over 40 years' experience in the signage and construction industries with a solid knowledge of the Community Branding systems. With our sign fabrication, installation, and design experience Western Remac, Inc. is fully qualified to complete your project.

To complement our engineering, fabrication, and installation expertise, we will be teaming up with Greenberg Farrow, Inc. as our design sub-consultant. As professional Landscape Architects and Site Planners, Greenberg Farrow will be the optimal partner for this design build job.

WRI has built numerous community branding projects over the past 20 years. Examples of our gateway entry and wayfinding work can be found in numerous communities, parks, airports and major venues throughout the Chicagoland area. In addition to Skokie Downtown; City of Elmhurst, Village of La Grange Park, City of Des Plaines, Village of Oak Park, Village of St. Charles, Village of Woodstock, City of Chicago, Village of Frankfort, The City of Hobart, Indiana, Village of Lemont, O'Hare/Midway, and Soldiers Field just to name a few. Our company's staff is composed of engineers, project managers, and skilled craftsmen consisting of union carpenters, ironworkers, laborers, operating engineers, and teamsters which enable us to design, engineer, fabricate, and safely install your Welcome Sign program. Once you have reviewed our complete submittal, I trust you will find our team to be "uniquely qualified" to assist North Aurora with this most important project, and precisely the right partner for you.

We thank you for the opportunity to furnish the attached proposal and look forward to working with you on this project.

Respectfully yours,
Western Remac, Inc.

Michael V. Conoscenti
President

1740 Internationale Pkwy. Woodridge, Illinois 60517

EQUAL OPPORTUNITY EMPLOYER M/F/D/V

**Village of North Aurora
Welcome/LED Message Sign DB proposal
Phase 1 and 2 Scope of Work**

Below is our **Design-Build Proposal** for of the following elements: **Ground-mount Welcome sign to be located at the NEC of Rt. 31 and W. State St. Sign shall be double sided and consist of an LED variable message center that is roughly 48"x96" in dimension. Message center will be full color and have a 16mm pixel or better. Message center will have a decorative surround that will brand the Village of Aurora. Sign surround will consist of metal, masonry, or another exterior grade product that will be determined in the design phase.** This element will serve to inform the pedestrian and motoring public of Village information. In addition it will serve as a key branding element of the North Aurora community. Western Remac, Inc. will provide the following products and services broken into two phases:

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- Hard price quotation for Phase 2.

Phase 2: Engineer, fabricate, and install the Welcome sign element created in Phase 1

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- Designate and field stake final location for Welcome sign.
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- Final production engineering.
- Present production shop drawings for approval by Village.
- Obtain Permits from Village if necessary (cost to be passed onto Village).
- Furnish and install new Welcome sign, message center, and surround/base.
- Remove and scrap existing sign and pole.
- Site restoration to rough grade (finish landscaping and seeding provided by village).
- Spoil removal included.
- Equipment setup will take place in Village owned parking lot during installation and removal daytime hours M-F
- All installation work will be performed during day hours M-F.

Phase 2 Deliverables: time frame 12-14 weeks

- Full Color shop drawings.
- Construction time line.
- Color/material samples.
- (1) Welcome / LED Message center sign, double sided.
- (1) Decorative surround and base. (design and materials tbd in phase 1)
- (1) setup and training of message center by Daktronics technician
- (1) setup, access, and training on design software to create and control content on LED message center.
- Power will be brought to site of sign by Village

Cost for Phase 1 and Phase 2 not to exceed \$70,000.00

Corporate Profile



Organization

Western Remac, Inc., an Illinois corporation.

Officers:

Michael Conoscenti, President

Jill Longoria, Treasurer

Gregory Longoria, Secretary

Todd Fiegl, Vice President

Vicki Fiegl, Vice President

Years in Business

15 Years under current name

Prime Contractor: 47 years experience

Subcontractor: 45 years experience

Bonding Capacity

Available Bonding Capacity: \$6,500,000

-Single Project: \$5,000,000

-Aggregate: \$10,000,000

Corporate Headquarters

1740 Internationale Parkway, Woodridge IL 60517

Litigation

None.

Our Approach to Teaming and Project Management

Our philosophy of working closely with customers, drives our project management and engineering support operations, and fuels our commitment to building and maintaining long term partnerships. We are acutely aware of the value and importance of providing close, individual attention to each project and we excel when accountable for an end-to-end process. Our start-to-finish approach begins with creative and practical design, excellent fabrication, successfully installed, implemented, on-time, within budgetary requirements, with the common goal of public safety and a competitive cost-of-ownership.

WRI has built numerous community branding projects over the past 20 years. Examples of our gateway entry and wayfinding work can be found in numerous communities, parks, airports and major venues throughout the Chicagoland area; City of Elmhurst, Village of La Grange Park, City of Des Plaines, Village of Oak Park, Village of St. Charles, Village of Woodstock, City of Chicago, Village of Frankfort, The City of Hobart, Indiana, Village of Lemont, O'Hare/Midway, and Soldiers Field just to name a few. In addition, we just finished a design build wayfinding job for Bartlett, valued at \$170,000. Our company's staff is composed of engineers, project managers, and skilled craftsmen consisting of union carpenters, ironworkers, laborers, operating engineers, and teamsters which enable us to design, engineer, fabricate, and safely install your wayfinding program.



Design Build Community Branding Project

City of Des Plaines

2008

\$200,000.00

Main LED Gateway DMS at Northwest Corner of River and Miner



Village of Elk Grove

Location: Elk Grove Boundaries

Time Line: 2014-2015

Project Value: \$260 Thousand

Owner: Village of Elk Grove

Contact: Brian Lovering

Design build Village Gateways





Original Sign

Village of Richton Park

Location: Village Hall

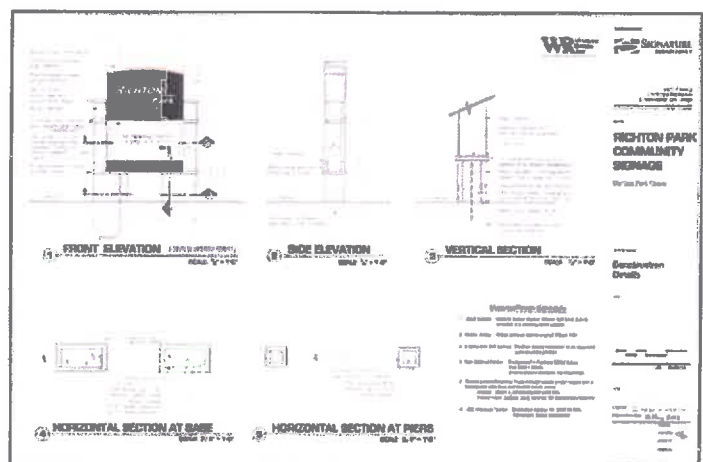
Time Line: 2011-2012

Project Value: \$125 Thousand

Owner: Village of Richton Park

Contact: Ouida Drummund

Design of Village Brand, and Design build Village Hall Sign



College of DuPage

Completed work in 2010
Contract value \$1,037,000

Furnish and install campus identification and
wayfinding signage



Village Gateway Sign and Wayfinding Project

Monument Sign
Village of Bartlett, IL
Completed in 2008
Steve Bosco (630) 837-0800
\$170,000.00

Fabrication & installation of custom monument and
wayfinding signs at various locations throughout the Village.



Village of Homewood

\$55,000.00

Design, fabricate sign cabinets, construct foundations and stone base and install gateway entry signs.



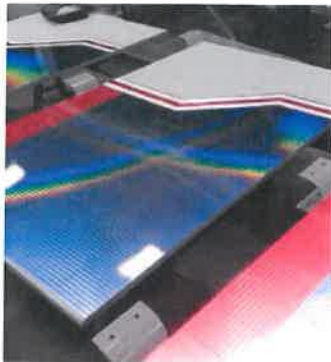


La Grange Park 31st Streetscape Revitalization

Village of La Grange Park, IL
2006
\$200,000

Village of La Grange Park 31st Street Streetscape, included the fabrication & installation of custom Wayfinding, Gateway Entryway Signage, Information Kiosks and Street Name Signs.





Rosemont Wayfinding Design Build

Location: Rosemont

Time Line: 2012-2014

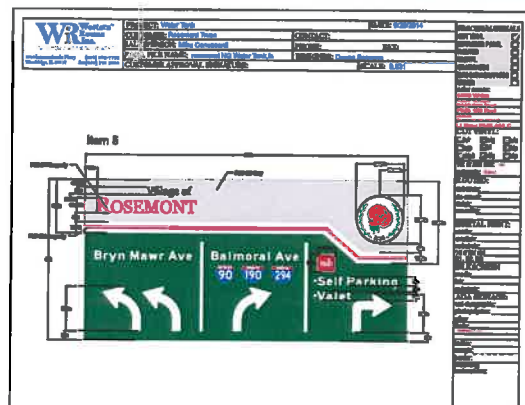
Project Value: \$575 Thousand

General Contractor: Western Remac

Construction Manager: Christopher Burke Engineering

Contact: Mark Wrzeszcz

Design Build of Wayfinding Brand, Overhead Truss and Multiple Wayfinding Elements





Skokie Wayfinding Design Build

Location: Skokie

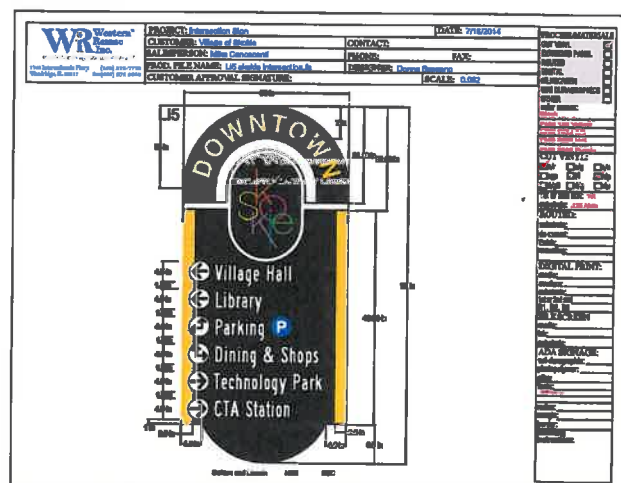
Time Line: 2014-2015

Project Value: \$215 Thousand

General Contractor: Western Remac

Contact: Michael Aleksic

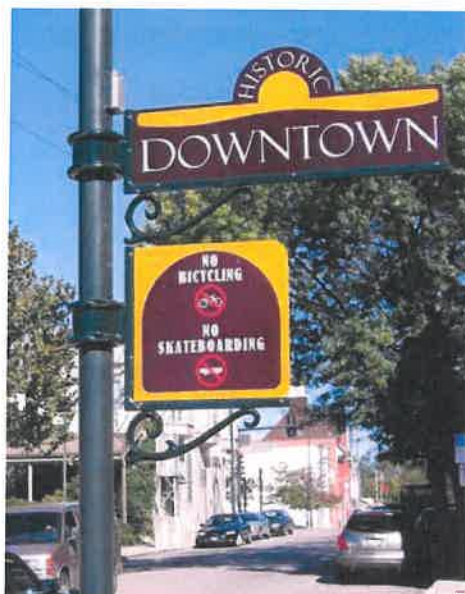
**Design Build of Wayfinding Brand, Wayfinding Elements
Parking Identifiers and Gateway Elements**



Streetscape Revitalization

Furnish and Install gateway signage
Village of St Charles, IL
Completed in 2006
Greg Rejnart (630) 377- 4405
\$300,000.00

Fabrication & installation of custom Wayfinding,
Gateway Entryway Signage, Information Kiosks
and Street Name Signs.



McCormick Place West Expansion

Location: McCormick Place

Time Line: 2006-2007

Project Value: \$1.7 Million

General Contractor: Clark Construction

Contact: Jim Calhoon (312) 525-8969

Variable message signs at entrances to facility,
parking lots and parking structures





Chicago Midway International Airport

Location: 5700 S. Cicero Ave. Chicago IL

Time Line: 1998 - 2004

Project Value: \$3 Million

General Contractor: Clark/McHugh/Rausch - Joint Venture

The project consisted of a complete sign package for the total demolition and rebuild of Midway Airport. Items included, but were not limited to, ADA signs, flag mounted directionals, overhead wayfinding sign assemblies, dimensional letters and vinyl graphics.



Michael V. Conoscenti
President
1740 Internationale Pkwy.
Woodridge, IL 60517
630-972-7770

Michael is the president of Western Remac Inc. A graduate of Purdue University Krannert School of Management with a Bachelor of Science Degree, Industrial Management with a Minor in Computer Science. As President, he oversees all aspects of the company with a primary responsibility in guiding the sales and marketing division. As a 2nd generation owner, Michael has spent his entire life exposed to the transportation safety industry. He has set high expectations for the growth of Western Remac, and its role in the continuous improvement of the transportation safety industry.

Before stepping into the role of president of Western Remac, Michael performed with distinction as the Regional Sales Manager for Safe - Hit, a division of the Quixote Corporation (a major player in the transportation safety marketplace). During his three years with Quixote, Mike managed all sales and marketing activities in the 9 state Midwest region. He was responsible for overseeing the activities of all distributors and representatives within the region. During this time he achieved a 85% growth in his territory.

Michael's experience also includes contributions to the success of the Unistrut company, Mike was responsible for the sales of the Telespar Square post to the municipal highway departments. The product is used as a support system for secondary roadway signage. In addition to being responsible for bidding and servicing the state contract, he also promoted Rural Reference programs to country 911 boards throughout the state. Mike also worked in the Optical films division of Stimsonite. His main responsibility was to provide technical assistance for the applications of reflective films. This was a great opportunity right out of school. The position required travel throughout the Country and World. It brought Mike to sign shops in 46 of the 50 States and 4 Countries. In addition, it laid a great foundation for the sales field, as the position required communication with many types of personalities.

Currently, Michael is the President of the Illinois Chapter of ATSSA, Chairman of the Public Information Committee of IRTBA, and a member of the board of directors of the Woodridge Community Food Pantry.

Project Executive

Responsible for overall day to day operations.

Todd M. Fiegl
Vice President - Construction
1740 Internationale Pkwy.
Woodridge, IL 60517
630-972-7770

Todd Fiegl is the Vice President of Construction of Western Remac, Inc. A 1991 graduate of Clarkson University with a B.S. Degree in Civil and Environmental Engineering, Todd is also a licensed professional engineer, registered in the state of Illinois. Todd's civil engineering background is in the construction industry where he has spent his entire career.

Perini Corporation hired Todd out of college. After a year long tour in the estimating department of their Framingham, MA based office, Todd was transferred to Chicago to work on the Deep Tunnel Project. There Todd spent time as a project engineer. It was on this project where Todd learned the construction business from the field. Duties such as construction layout and surveying, field measurements, shop drawing preparation and review, quantity tracking and reporting, and construction safety were daily tasks which formed the basis of Todd's construction background. After several years at Perini Corporation, Todd shifted his focus out of underground construction and into road building and general contracting.

Prior to working at WRI, Todd spent four years as project manager in the Heavy and Highway division for the largest contractor in Illinois, Walsh Construction Company. In this capacity, Todd was responsible for the complete construction of transportation projects ranging in size from \$4.5 million to \$23 million. Daily tasks consisted of owner correspondence, maintenance of the job cost report, preparation and maintenance of the project CPM schedule, submission of monthly pay estimates, supervision of two project superintendents and up to four project engineers, and management of equipment fleets consisting of as many as 50 pieces of heavy equipment.

Todd is responsible for the contracting division of WRI. Responsibilities include seeking and bidding on new project opportunities, managing a staff of 3 project managers, 1 estimator, and one general superintendent, managing selected projects, engineering support for contracting operations, and contract management.

Currently, Todd is a member of the Illinois Road and Transportation Builders Association and both the National and Illinois Society of Professional Engineers.

Project Executive

Responsible for overall day to day operations, workforce and time line



POLICE DEPARTMENT

200 South Lincolnway
North Aurora, Illinois 60542
Phone: (630) 897-8705 Fax: (630) 897-8700
www.northaurora.org

DAVID N. SUMMER
CHIEF OF POLICE

To: **Dale Berman, Village President and Village Board**

From: **David N. Summer, Chief of Police**

Cc: **Steven Bosco, Village Administrator**

Date: **March 29, 2017**

Subject: **Addition of Chapter 9.38 to local ordinances reference prohibiting the possession of cannabis and drug paraphernalia.**

=====

Issue

The State of Illinois changed statutes in regards to possession of minor amounts of cannabis and drug paraphernalia. This has allowed communities, such as North Aurora, to pass local ordinances regulating possession, methods of enforcement, and penalties.

After surveying area communities and working with our village attorney, we are presenting the attached ordinance for consideration by the village board. Staff feels this ordinance adequately addresses the issue of minor amounts of cannabis and possession of drug paraphernalia. The prosecution would be handled by way of Administrative Adjudication as an alternative to criminal prosecution. It was determined by the Public Safety Committee the fine amounts may range from \$150.00 to \$750.00 by ordinance.

Conclusion

Staff and the Public Safety Committee recommend the addition of chapter 9.38 to our local ordinances prohibiting the possession of cannabis and drug paraphernalia with prosecution handled by administrative adjudication processes.

Sincerely,

David N. Summer
Chief of Police



**VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9 OF THE NORTH AURORA CODE
TO ADD CHAPTER 9.38 PROHIBITING THE POSSESSION OF CANNABIS
AND DRUG PARAPHERNALIA
IN THE VILLAGE OF NORTH AURORA**

Adopted by the Board of Trustees
And Village President of the Village of North Aurora
This _____ day of _____, 2017

Published in Pamphlet Form
By Authority of the Board of Trustees
Of the Village of North Aurora
Kane County, Illinois
This _____ day of _____, 2017

Lori Murray, Village Clerk

THE VILLAGE OF NORTH AURORA

ORDINANCE NO _____

**AN ORDINANCE AMENDING TITLE 9 OF THE NORTH AURORA CODE
TO ADD CHAPTER 9.38 PROHIBITING THE POSSESSION OF CANNABIS
AND DRUG PARAPHERNALIA
IN THE VILLAGE OF NORTH AURORA**

WHEREAS, the State of Illinois, through the Cannabis Control Act, 720 ILCS 550/ et. seq., has prohibited the possession of cannabis (a/k/a marijuana or marihuana) including growing cannabis, and provides certain penalties therefore; and

WHEREAS, the State of Illinois, through recent amendment to the Cannabis Control Act and specifically, 720 ILCS 550/4, has determined that it is in the best interest of the State of Illinois to provide for a meaningful and realistic penalty system which is responsive to the current state of scientific knowledge concerning cannabis; realistic in application to the individual consumers and possessors of small quantities of cannabis; and that duly considers the extreme burden upon the time and financial resources of law enforcement for cannabis related arrests, detention, and court proceedings; and

WHEREAS, certain items designed or marketed for use with illegal drugs, including cannabis, may be used and sold in the Village of North Aurora; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the citizens of the Village of North Aurora to prohibit the use and sale of items intended for use or designed for use with cannabis or illegal drugs within the Village;

WHEREAS, 720 ILCS 600/7 provides for local prosecution of certain offenses occurring within the corporate limits of the Village; and

WHEREAS, the Village of North Aurora deems it desirable and in the best interest of the public health, safety, welfare, and best interest of the Village to provide for a meaningful and realistic penalty system to prosecute the possession of small amounts of cannabis and the possession and sale of items designed for use with cannabis or illegal drugs locally;

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

Section One: That the recitals set forth above are incorporated herein by reference the same as if they were set forth herein verbatim and they are adopted as the findings of the Village Board of the Village of North Aurora.

Section Two: That Title 9 of the North Aurora Code be and hereby is amended by adding a new Chapter 9.38, entitled “Cannabis and Paraphernalia Control” to read as follows:

Chapter 9.38

CANNABIS AND PARAPHERNALIA CONTROL

9.38.010 Definitions.

For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires different meaning:

A. **CANNABIS:** marijuana, hashish and other substances which are identified as including any parts of the plant *Cannabis Sativa*, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including its naturally occurring or synthetically produced ingredients, whether produced directly or indirectly by extraction, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination or as otherwise defined in 720 ILCS 550/1, as amended.

B. **CASUAL DELIVERY:** the delivery of not more than 10 grams of any substance containing cannabis without consideration.

C. **CONTROLLED SUBSTANCE:** a drug, substance, immediate precursor, analog substance, or synthetic drug as defined in the “Illinois Controlled Substances Act” 720 ILCS 570/100 et. seq. as amended.

D. **PARAPHERNALIA:** all equipment, products and materials of any kind which are used, intended or designed for use, in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing a controlled substance or cannabis as defined in 720 ILCS 550/1 et seq., as amended, 720 ILCS 570/100 et. seq., as amended, 720 ILCS 570/204 through 570/219 et seq., as amended, into the human body.

E. **PARAPHERNALIA** includes, but is not limited to:

1. Kits used or intended for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or cannabis or from which a controlled substance or cannabis can be derived;
2. Kits used or intended to be used unlawfully in manufacturing, compounding, converting, producing, processing or preparing cannabis;
3. Isomerization devices intended to be used unlawfully in increasing the potency of any species of plant which is cannabis or a controlled substance;

4. Testing equipment used or intended to be used, unlawfully in a private home for identifying or in analyzing the strength, effectiveness or purity of cannabis or controlled substances;

5. scales and balances used, intended for use, or designed for use in weighing or measuring controlled substances or cannabis.

6. separation gins and sifters used, intended for use, or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining marijuana.

7. diluents and adulterants intended to be used unlawfully for cutting cannabis or a controlled substance by private persons;

8. capsules, balloons, envelopes and other containers used, or intended for use, in packaging small quantities of cannabis or controlled substances;

9. containers and other objects used, or intended for use in storing or concealing cannabis or controlled substances;

10. hypodermic syringes, needles and other objects used, or intended for use, in parenterally injecting cannabis or controlled substances into the human body;

11. objects intended to be used unlawfully in ingesting, inhaling, or otherwise introducing cannabis, hashish, hashish oil or a synthetic drug product into the human body including, where applicable, the following items:

- a. water pipes;
- b. carburetion tubes and devices;
- c. smoking and carburetion masks;
- d. carburetor pipes;
- e. electric pipes;
- f. air-driven pipes;
- g. chillums;
- h. bongs;
- i. ice pipes or chillers;

12. any item where the purpose of its use, as announced or described by the seller, is for use in violation of this Ordinance.

F. In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

1. Statements by an owner or by anyone in control of the object concerning its use.

2. Prior convictions, if any, of an owner, or of anyone in control of the object, under any State or Federal law relating to any controlled substance.

3. The proximity of the object, in time and space, to a direct violation of this Section.

4. The proximity of the object to controlled substances.

5. The existence of any residue of controlled substances on the object.

6. Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he knows, or should reasonably know, intend

to use the object to facilitate a violation of this Chapter. The innocence of an owner, or of anyone in control of the object, as to a direct violation of this Chapter shall not prevent a finding that the object is intended for use, or designed for use as drug paraphernalia.

7. Instructions, oral or written, provided with the object concerning its use.

8. Descriptive materials accompanying the object which explain or depict its use.

9. National and local advertising concerning its use.

10. The manner in which the object is displayed for sale.

11. Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.

12. Direct or circumstantial evidence of the ratio of sales of the object to the total sales of the business enterprise.

13. The existence and scope of legitimate uses for the object in the community.

14. Expert testimony concerning its use.

9.38.020 Possession or delivery of Cannabis.

It shall be unlawful for any person to knowingly possess Cannabis or engage in the Casual Delivery of Cannabis. Any person who violates this section with respect to not more than 10 grams of Cannabis shall be fined a minimum of \$150.00 and a maximum of \$750.00

9.38.030 Possession of Drug Paraphernalia.

It shall be unlawful for any person to possess Paraphernalia in violation of this Chapter. Any person who violates this section may be fined up to \$750.00

9.38.040 Manufacture or Delivery of Paraphernalia.

It shall be unlawful for any person to manufacture, deliver, casually deliver or possess with intent to deliver Paraphernalia in violation of this Chapter. Any person who violates this Section may be fined up to \$750.00.

9.38.050 Advertisement of Paraphernalia.

It is unlawful for any person to place in any newspaper, magazine, handbill, or other publication any advertisement, knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of Paraphernalia. Any person who violates this section may be fined up to \$750.00.

9.38.060 Civil Forfeiture.

All Paraphernalia manufactured, delivered or possessed in violation of this Chapter shall be seized without a warrant by a peace officer, and the same shall be subject to forfeiture, pursuant to appropriate procedures as set forth in 720 ILCS 600/5 and 720 ILCS 550/12, as now or hereafter amended.

9.38.070 Administrative Adjudication.

The Village is authorized to enforce the provisions of this chapter through administrative adjudication proceedings (title 2, chapter 2.70 of this code), or to initiate legal action in any court of competent jurisdiction. Use of administrative adjudication without resolution does not preclude the Village from subsequent enforcement in a court of competent jurisdiction.

Section Three: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

Section Four: This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of March, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of March, 2017, A.D.

Mark Carroll _____

Laura Curtis _____

Chris Faber _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of March, 2017, A.D.

ATTEST:

Dale Berman, Village President

Lori Murray, Village Clerk

Memorandum



To: Village President and Village Board of Trustees

From: Steve Bosco, Village Administrator &
David Hansen, Administrative Intern

Date: 3-29-17

Re: Feltes Lane Dedication and Acquisition

Feltes Lane is currently owned by three separate parties; the Chesterfield Homeowners' Association (HOA), the Village, and a private owner. The Village currently maintains the Village's segment and the Chesterfield HOA's segment of the road. The Village has plowed, maintained, and repaired the Chesterfield portion because it is the only way to access the two residential properties on Feltes Lane. The current condition of the road has a gravel base with compacted asphalt shavings added to the surface. The compacted asphalt shavings help, but require consistent refilling throughout the seasons.

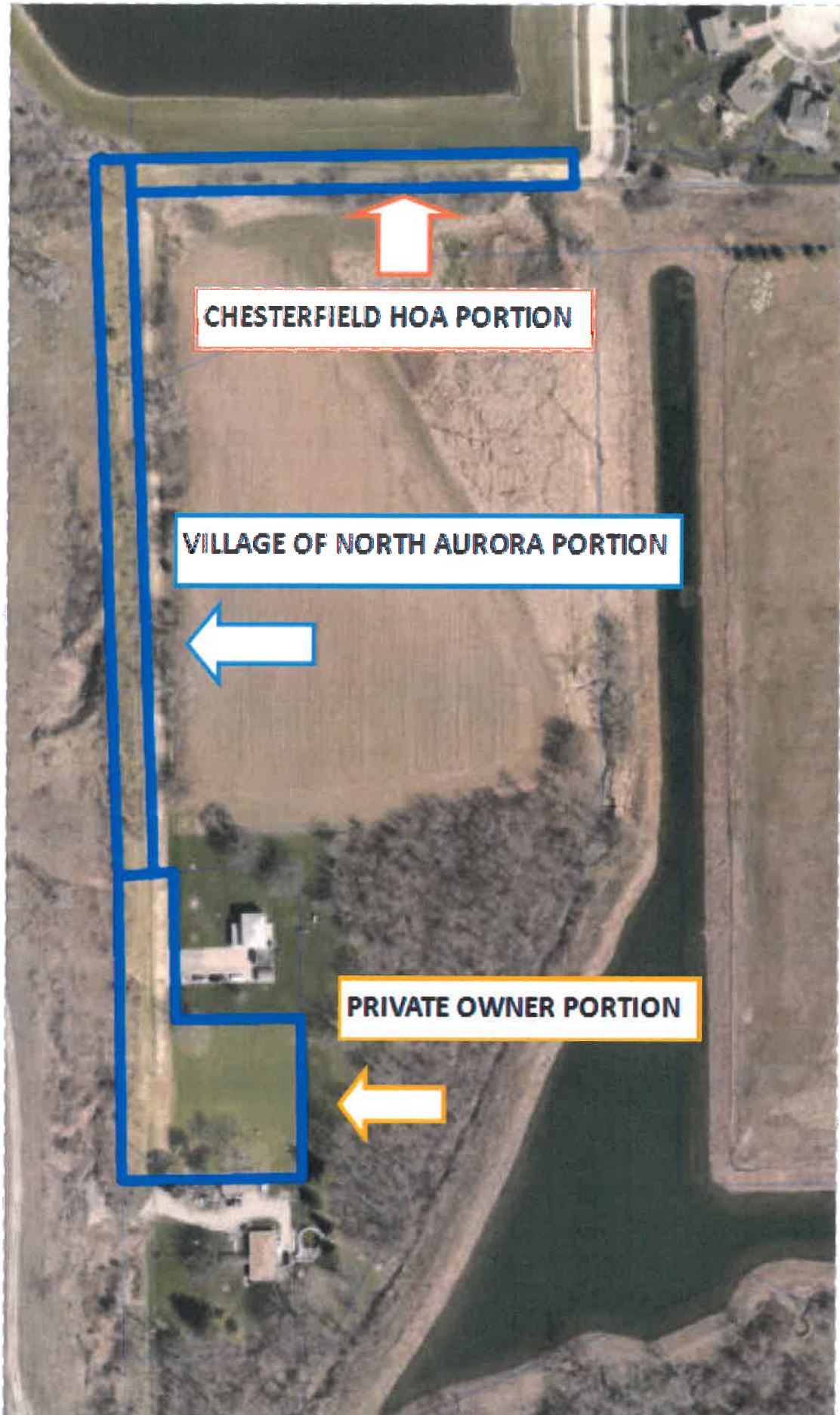
With the Village's upcoming deep well project (Well #9) south of Feltes Lane, the Village looked into acquiring a portion of the road, from the Chesterfield HOA, to have it paved. The paved road would allow enhanced accessibility to the Village's well #9 facility. Staff determined and calculated the potential cost savings of paving the entire road up to the residential properties as part of the annual road program. Paving all segments of the road would lead to continual accessibility to the well site as well as increased emergency vehicle access to the residential properties on Feltes Lane. The Village Engineer originally estimated that paving the Village's and Chesterfield's HOA portion of the road together would be approximately \$65,000. The road, if paved, would be expected to last at least 20-30 years due to low traffic volume.

Chesterfield's HOA is willing to dedicate their segment of the road free of charge. The Village oversaw all work associated with surveying the property and providing the legal documentation associated with dedicating the road.

In anticipation of the land dedication, staff included paving the Chesterfield HOA's portion of Feltes Lane in the bid for the 2017 road program. The thought process being that the Village was going to pave its portion of the road for access to well #9

regardless of whether the Chesterfield HOA dedicated their portion of the road to the Village. By including it in the bid, staff anticipated lower costs for paving as the contractor will already be on Feltes Lane paving the Village's portion. If the Chesterfield HOA's portion of land was not dedicated, staff could have sought a change order to the paving contract to shift the funding to another section of road within the Village that is due to be paved. The final bid price to pave both sections of Feltes Lane was approximately \$31,500.

Attached is an aerial of Feltes Lane for reference. Also attached is a resolution accepting the dedication of land from the Chesterfield HOA for road purposes and the agreement dedicated the Chesterfield HOA's portion of Feltes Lane to the Village for public right-of-way.





VILLAGE OF
NORTH
AURORA

VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Resolution No. _____

RESOLUTION ACCEPTING THE DEDICATION OF LAND
FROM THE CHESTERFIELD HOMEOWNERS ASSOCIATION
FOR ROAD PURPOSES

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2017

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2017
by _____.

Signed _____

RESOLUTION NO.

**RESOLUTION ACCEPTING THE DEDICATION OF LAND
FROM THE CHESTERFIELD HOMEOWNERS ASSOCIATION, INC.
FOR ROAD PURPOSES**

WHEREAS, the property commonly known as the east/west leg of Feltes Lane and legally described in the document attached hereto and incorporated herein by reference as Exhibit "A" is a private road that runs within the corporate limits of the Village of North Aurora (hereinafter the "Feltes Lane"); and

WHEREAS, The Chesterfield Homeowners Association, Inc. owns the portion of Feltes Lane described in Exhibit A (hereinafter the "Owner") and desires to dedicate that portion of Feltes Lane pursuant to the Agreement for Dedication of a Portion of Feltes Lane as a Public Roadway attached hereto and incorporated herein by reference as Exhibit "B" (hereinafter the "Dedication Agreement") and the Plat of Dedication attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, the Village desires to accept the dedication of Feltes Lane.

NOW, THEREFORE, be it resolved by the President and the Board of Trustees of the Village of North Aurora, Kane County, Illinois, as follows:

1. The recitals set forth above are incorporated herein as the material and significant findings of the President and the Board of Trustees.
2. The Dedication Agreement attached as Exhibit B is hereby approved.
3. The Village Administrator or his designee is hereby authorized and directed to sign the Dedication Agreement and to record the Plat of Dedication and to take any and all other actions necessary or appropriate to accept the dedication of that portion of Feltes Lane described in Exhibit A and to maintain Feltes Lane as a public roadway.
4. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this ____ day of _____, 2017 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this ____ day of _____, 2017 A.D.

Mark Carroll	_____	Laura Curtis	_____
Chris Faber	_____	Mark Gaffino	_____
Mark Guethle	_____	Michael Lowery	_____

Approved and signed by me as President of the Board of Trustees of the Village of North
Aurora, Kane County, Illinois this ____ day of _____, 2017 A.D.

Dale Berman, Village President

ATTEST:

Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF FELTES ROAD

THAT PART OF LOT 294 OF CHESTERFIELD NEIGHBORHOOD 1 UNIT 4, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8TH, 1999 AS DOCUMENT NO. 1999K106508, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°20'32" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 66.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY, ALONG SAID SOUTH LINE, 531.60 FEET TO A SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 00°34'14" EAST, ALONG A WEST LINE OF SAID SUBDIVISION, 40.00 FEET TO A SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89°20'32" EAST, 530.66 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PINE CREEK DRIVE; THENCE SOUTH 00°46'00" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 40.01 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

EXHIBIT B

**AGREEMENT FOR DEDICATION OF
A PORTION OF FELTES LANE AS A PUBLIC ROADWAY**

This Agreement for dedication of a portion of Feltes Lane by and between The Chesterfield Homeowners Association, Inc. (hereinafter "HOA") and the Village of North Aurora (hereinafter the "Village") is made this ____ day of _____, 2017.

WHEREAS, The HOA owns the property commonly known as the east/west leg of Feltes Lane that is legally described as follows: (hereinafter "Feltes Lane"):

THAT PART OF LOT 294 OF CHESTERFIELD NEIGHBORHOOD 1 UNIT 4, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 8TH, 1999 AS DOCUMENT NO. 1999K106508, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°20'32" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 66.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY, ALONG SAID SOUTH LINE, 531.60 FEET TO A SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 00°34'14" EAST, ALONG A WEST LINE OF SAID SUBDIVISION, 40.00 FEET TO A SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89°20'32" EAST, 530.66 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PINE CREEK DRIVE; THENCE SOUTH 00°46'00" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 40.01 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

WHEREAS, the HOA desires to dedicate Feltes Lane to the Village of North Aurora;
and

WHEREAS, the Village desires to accept the dedication of Feltes Lane as a public roadway.

NOW, THEREFORE, be agreed by and between the parties for and in consideration of the terms and conditions that follow and other good and valuable consideration:

1. Recitals set forth above incorporated into this Agreement as material and significant portions thereof.

2. The HOA hereby dedicates Feltes Lane to the Village pursuant to this Agreement and the Plat of Dedication attached hereto and incorporated herein by reference as Exhibit A, which shall be of North Aurora by formal resolution.

3. The Village hereby agrees to accept the Dedication of Feltes Lane and to cause the dedication to be completed by recording the Plat of Dedication, and the Village shall, thereafter, take full responsibility for the maintenance of Feltes Lane as a public roadway dedicated to the Village for public roadway purposes from and after the recording of the Plat of Dedication.

4. The Maintenance of Feltes Lane as a public roadway shall include the obligation of maintaining the road in good repair, repairing and repaving the road, as needed, plowing snow from the road and other maintenance of Feltes Lane as a public roadway in the same way as the Village maintains all of its public roadway system in the Village of North Aurora.

THE CHESTERFIELD HOMEOWNERS ASSOCIATION, INC.

By its President

VILLAGE OF NORTH AURORA

By Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

VILLAGE OF NORTH AURORA

EXHIBIT C

W:\mch\118040-1\118040.dwg, 3/9/2017, 1:43:15 PM

Plat of Dedication for Roadway and Utility Purposes to the Village of North Aurora, Illinois.

DESCRIPTION OF FELTES LANE HEREBY DEDICATED:
THAT PART OF LOT 294 OF CHESTERFIELD NEIGHBORHOOD 1 UNIT 4, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9TH, 1999 AS DOCUMENT NO. 1899K108508, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°20'32" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 66.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY, ALONG SAID SOUTH LINE, 531.60 FEET TO A SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 00°34'14" EAST, ALONG A WEST LINE OF SAID SUBDIVISION, 40.00 FEET TO A SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89°20'32" EAST, 530.68 FEET TO THE WESTERLY RIGHT OF WAY LINE OF PINE CREEK DRIVE; THENCE SOUTH 00°45'00" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 40.01 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

Area hereby dedicated = 0.49 Acres
P.L.N. 15-03-400-003

Scale 1"=100'

Lot 294

Feltes Lane

Pine Creek Drive

P.O.B. P.O.C.

LEGEND

- Boundary of property hereby dedicated
- Indicated found survey marker
- Indicates not open end pipe

STATE OF ILLINOIS }
COUNTY OF KANE } SS

THIS IS TO CERTIFY THAT THE VILLAGE OF NORTH AURORA IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY GRANT, CONVEY AND DEDICATE SAID PROPERTY FOR ROADWAY AND PUBLIC UTILITY PURPOSES.

DATED AT _____, ILLINOIS THIS _____ OF _____, 201____.

BY: _____ DALE BERMAN
VILLAGE PRESIDENT

ATTEST: _____ LORI J. MURRAY
VILLAGE CLERK

STATE OF ILLINOIS }
COUNTY OF KANE } SS

THIS IS TO CERTIFY THAT DALE BERMAN AND LORI J. MURRAY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SAID OFFICERS, APPEARED BEFORE ME THIS DAY, IN PERSON, AND SIGN AND SEAL THE ATTACHED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID VILLAGE OF NORTH AURORA, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 201____.

NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF KANE } SS

PURSUANT TO CHAPTER 120, SECTION 516 OF THE ILLINOIS COMPILLED STATUTES, I, JACK CUNNINGHAM, COUNTY CLERK IN AND FOR THE COUNTY OF KANE AND IN THE STATE OF ILLINOIS DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS AND HAVE FOUND NO DELINQUENT TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AND PLATTED HEREON.

DATED THIS _____ DAY OF _____, 201____. A.D.

KANE COUNTY CLERK

STATE OF ILLINOIS }
COUNTY OF DEKALB } SS

THIS IS TO CERTIFY THAT I, SHAWN R. VAN KAMPEN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710 HAVE PREPARED THAT ATTACHED FOR ROADWAY AND PUBLIC UTILITY PURPOSES. ALL DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.

DATED AT DEKALB, ILLINOIS THIS 9TH DAY OF MARCH, 2017.

SHAWN R. VAN KAMPEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710
LICENSE EXPIRATION DATE: NOVEMBER 30TH, 2018

Prepared by:
W.E. Hanna Surveyors
License No. 1840007413
308 Pine Street
DeKalb, Illinois 60115
(815) 755-2189
Fax 748-2532
info@hannasurveyors.com ©

FOR: VILLAGE OF NORTH AURORA
JOB NO. WES 13954

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: WATERING PERMIT TEXT AMENDMENT
AGENDA: 4/3/2017 REGULAR VILLAGE BOARD MEETING

ITEM

Ordinance amending Chapter 13.28.04 of the Village of North Aurora Municipal Code relating to watering permits

DISCUSSION

Section 13.28.040 of the Village Code limits watering uses, except between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 6:00 p.m. and 9:00 p.m. -- even-numbered street addresses may use water on even-numbered days of the month only and odd-numbered street addresses may use water on odd-numbered days of the month only.

Section 13.28.040(D) of the Village Code allows watering permits to be made available to the public throughout the growing season. Watering permits allow the public to water the sod, seed or vegetative landscaping utilizing unattended automatic sprinkling devices for a period of time not to exceed eight hours on the first day; and for the next consecutive nine days, watering shall be allowed between the hours of 6:00 a.m. and 9:00 a.m. and between the hours of 6:00 p.m. and 9:00 p.m. Following the ten (10) day period, compliance with the standard restricted watering time is required.

Section 13.28.040(D) also requires that staff estimates a predetermined amount of watering permits to be made available in each month of the next growing season, and obtain approval for the number of permits to be made available, by the Village Board on or before the first Board meeting in February of each year.

In order to accommodate property owners with the ability to obtain watering permits, staff is proposing to eliminate Section 13.28.040(D) in its entirety and allow watering permits to be issued on an as-needed basis. Staff notes that the Community Development Department usually issues an estimated 50 watering permits per year.

The Village Board discussed this item at their March 20, 2017 Committee of the Whole meeting and concurred with staff that watering permits should be available on an as-needed basis, without a pre-approved allocated limitation.

Attachment:

1. Ordinance amending Chapter 13.28.04 of the Village of North Aurora Municipal Code relating to watering permits

ORDINANCE NO.

**AMENDING CHAPTER 13.28.04 OF THE VILLAGE OF NORTH AURORA
MUNICIPAL CODE RELATING TO WATERING PERMITS**

WHEREAS, the current Water Conservation Ordinance allows watering permits to be made available throughout the growing season; and

WHEREAS, certain Village Staff and Departments shall predetermine how many watering permits shall be made available in each month of the next growing season and the Village Board shall review and approve the watering permits proposal on or before the first board meeting in February of each year; and

WHEREAS, after careful consideration, those Village Staff and Departments have determined that it is in the best interest of the Village of North Aurora to provide the public with watering permits on an as-needed basis, without limitation of a predetermined number of watering permits.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees as follows:

SECTION 1 Section 13.28.040(D) of Chapter 13.28 Title 13 of the North Aurora Municipal Code is hereby removed in its entirety.

SECTION 2 The remaining portions of Section 13.28.040 of Chapter 13.28 Title 13 of the North Aurora Municipal Code remains unchanged, except as provided for in this ordinance.

SECTION 3 This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Mark Carroll _____

Mark Gaffino _____

Laura Curtis _____

Mark Guethle _____

Chris Faber _____

Michael Lowery _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2017, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

Memorandum



To: Steve Bosco, Village Administrator
From: David Hansen, Administrative Intern
Date: 3-29-17
Re: July 3rd Fireworks on the Fox River

Staff met with five (5) firework companies to discuss a July 3rd Fireworks show along the Fox River near Riverfront Park. Each company analyzed the area for the best possible shoot site and offered professional insight to ensure safety during the event. Melrose Pyrotechnics was chosen by staff as the best suited company in regards to experience, professionalism, and references. Melrose Pyrotechnics also proposed a show within the \$25,000 budgeted amount which included a variety of different sized shells and special effects. Independence Day Fireworks, including a budgeted amount for the show, was previously discussed at the January 16th, 2017 Committee of the Whole meeting.

The North Aurora Fourth of July fireworks show will be on Monday, July 3rd at 9:30pm and will last approximately 20 minutes. July 3rd was chosen as the event date after careful consideration and counsel with the police department. Staff spoke with the Fire District and they have no concerns for the event. The rain date for the event is Tuesday, July 4th. If the rain date would get rained out, the Village and Melrose Pyrotechnics would decide on a mutually agreed date. Staff is seeking Village Board approval of a waived bid for the event.

Attached is the July 3rd Firework contract from Melrose Pyrotechnics.

Also attached is Melrose's preview of the certificate of insurance (COI). Melrose provides a preview of the insurance because they individually submit each COI after the contract is signed. Melrose will submit the required COI upon Village Board approval and the signing of the contract.

MELROSE PYROTECHNICS, INC.

AGREEMENT

This contract entered into this 16th Day of March AD 2017 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and Village of North Aurora (CUSTOMER) of City North Aurora State IL.

WITNESSETH: Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer One (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 3, 2017 (Rain Date 7/4/17) Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by Customer prior to the display, Customer shall be responsible for and shall pay to Melrose Pyrotechnics, Inc. on demand, all Melrose Pyrotechnics Inc.'s out of pocket expenses incurred in preparation for the show including, but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 280 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Melrose Pyrotechnics, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.

By Wynn Cramer

Date Signed: March 16, 2017

Wynn Cramer - Event Producer

P.O. Box 302, 1 Kingsbury Industrial Park

Kingsbury, IN 46345

(800) 771-7976

wynn@melroseypro.com

CUSTOMER

By _____
Is duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____

(PLEASE TYPE OR PRINT)

Name _____

Address _____

Phone _____

Email _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101	
INSURED Melrose Pyrotechnics, Inc. Kingsbury Industrial Parkway Heinold Complex Kingsbury IN 46345	E-MAIL ADDRESS:	
	INSURER (ENDORING COVERAGE)	NAIC #
	INSURER A: Everest National Insurance Company	10120
	INSURER B: LM Ins Corp	
	INSURER C: Everest Indemnity Insurance Co.	10851
	INSURER D: Maxum Indemnity Company	26743
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1366876913

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		SI8ML00042-171	1/15/2017	1/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00025-171	1/15/2017	1/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC6017975	1/15/2017	1/15/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	WC734S381029 (IL)	4/4/2017	4/4/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER USL&H Included E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE