



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, APRIL 17, 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

PUBLIC HEARINGS

PROCLAMATION

1. Volunteer Month

AUDIENCE COMMENTS

TRUSTEE COMMENTS

CONSENT AGENDA

1. Approval of Village Board Minutes dated 4/3/2017 and Committee of the Whole Minutes dated 4/3/2017
2. Approval of Payout No. 1, partial in the Amount of **\$252,778.50** to Gerardi Water and Sewer for the Cherrytree Court Watermain Project
3. Approval of a Bill List dated April 17, 2017 in the Amount of **\$487,189.31**

NEW BUSINESS

1. Approval of an Ordinance Approving the Exchange of Land Between the Village of North Aurora and the James D. Oberweis Living Trust dated 7/11/2003
2. Approval of an Ordinance Approving a Non-exclusive Local Cable Franchise Agreement with CMN-RUS, Inc. (Metronet)
3. Approval of a Resolution Approving Route 31 TIF Façade Grant Funding for the Property Located at 14 S. Lincolnway, North Aurora
4. Approval of Quote from Frost Electric in the Amount of **\$12,400.00** for the Electrical Work for the MIOX Generator Installation, bringing the total project cost to **\$23,230.00.**

5. Approval of a Quote from Interactive Business Systems in the Amount of \$14,000.00 for Improvements to the Village Hall HVAC System
6. Motion to Approve a Change Order in the Amount of \$108,646.00 with Geneva Construction for the 2017 Streets Improvements Program
7. Motion to Approve a Change Order in the Amount of \$64,350.00 with Jetco, Ltd. for the Water Tower Painting Project

OLD BUSINESS

VILLAGE PRESIDENT'S REPORT

1. Police Commission Appointment – Lisa Hatchett

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: 

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
APRIL 3, 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 Carroll, Trustee Mark Gaffino, Village Clerk Lori Murray. Not in attendance: Trustee Mark Guethle.

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, Police Chief David Summer and Village Attorney Kevin Drendel.

SWEARING IN OF PATROL OFFICER

Officer Michael Robinson was sworn in by Mayor Dale Berman as a patrol officer for the North Aurora Police Department.

PUBLIC HEARINGS

1. Metronet Cable Franchise Agreement (Continued from March 6, 2017)

Mayor Berman opened the public hearing. There were no audience comments. Mayor Berman then closed the public hearing. Village Administrator Steve Bosco said that the draft agreement would be discussed in this evening's Committee of the Whole meeting.

2. Randall Highlands Annexation Agreement Amendment

Mayor Berman opened the public hearing. There were no audience comments. Mayor Berman closed the public hearing.

3. Oberweis Exchange of Land

Mayor Berman opened the public hearing. There were no audience comments. Mayor Berman closed the public hearing.

PROCLAMATION

1. **Arbor Day** – Mayor Berman proclaimed April 28, 2017 as Arbor Day in the Village of North Aurora.

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

CONSENT AGENDA

1. Approval of Village Board Minutes dated 3/20/2017 and Committee of the Whole Minutes 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

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

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

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

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

Motion for approval made by Trustee Gaffino and seconded by Trustee Faber. Trustee Faber asked if the ordinance states that the hotel has to be built before the townhomes. Community & Economic Development Director Mike Toth said that this is a requirement of the annexation agreement. **Roll Call Vote:** Trustee Gaffino – yes, Trustee Faber – yes, Trustee Lowery – yes, Trustee Carroll – yes, Trustee Curtis – yes. **Motion approved (5-0)**

3. Approval of an Ordinance Approving a Map Amendment for property in the Randall Crossing Development in the Village of North Aurora

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

4. Motion to Waive Bids and Approve a Contract with Western Remac Inc. for an Amount not to exceed \$70,000 for the Design, Build and Installation of a Community Sign

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

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

Motion for approval made by Trustee Faber and seconded by Trustee Carroll. Chief Summer said that the minimum fine would be \$150 with a maximum fine of \$750. Curtis asked Chief

Summer if the Village would see a substantial increase in people buying cannabis within the village and if it would have an impact on teenagers and crime. Chief Summer said he did not predict an increase.

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

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

7. Approval of an Ordinance Amending Chapter 13.28.04 of the Village of North Aurora Municipal Code relating to Watering Permits

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

8. Approval of a Contract with Melrose Pyrotechnics in the Amount of \$25,000 for the July 3, 2017 Fireworks Show

Motion for approval made by Trustee Carroll and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Carroll – yes, Trustee Curtis – yes, Trustee Gaffino – yes, Trustee Lowery – yes, Trustee Faber – no. **Motion approved (4-1).**

OLD BUSINESS - None

COMMITTEE REPORTS - None

TRUSTEE COMMENTS - None

ADMINISTRATOR'S REPORT - None

ATTORNEY'S REPORT - None

FIRE DISTRICT - None

VILLAGE DEPARTMENT REPORTS

1. **Finance** – The Village will be closing on the \$5M bond ordinance tomorrow.
2. **Community development** – 803 Magnolia – The property has been secured with fencing at this time and the Village is in contact with the bank in terms of what will be done with the property moving forward.
3. **Police** – none
4. **Public Works** – none
5. **Water** - none

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray/Village Clerk

**VILLAGE OF NORTH AURORA
COMMITTEE OF THE WHOLE MEETING MINUTES
APRIL 3, 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 Carroll, Trustee Mark Gaffino and Village Clerk Lori Murray. **Not in attendance:** Trustee Mark Guethle.

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

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

DISCUSSION

1. Metronet Cable Franchise Agreement

Village Administrator Steve Bosco stated that Metronet would offer the services of phone, cable and internet to homes in the Village. This agreement would be for 6-1/2 years compared to 10 years that Comcast requested. Metronet would still be subject to all of the PEG access requirements that the Consortium negotiated with the Comcast agreement. Metronet is looking for approval to move forward and they have already met at the staff level. Bosco said that Metronet believes they will build out the Village a year from the time that they start. Trustee Faber asked what kind of speed is provided with Metronet's fiber lines. John Campbell, general counsel and vice president for Metronet stated that they have a range of packages that top out at a gigabyte to the home. On the business side, they would be capable of delivering specialized services that go up to the higher levels of circuits with higher speeds. Faber asked if the pricing will be comparable to other providers in town. Campbell said that Metronet will give more services for the price or similar services for a lower price and that their prices will be very comparable. The Board was in favor of Metronet moving forward. There were no further questions.

2. TIF Façade Request – 14 S. Lincolnway

The property owners at 14 S. Lincolnway have requested \$6,820 for new windows for the business. They secured 3 bids. The lowest bid was \$13,640. There were no questions. Staff will move forward.

3. 2017 Road Program Change Order

Public Works Director John Laskowski informed the Board about additional construction activities to the recently approved 2017 street maintenance improvements project. This would include pavement patching, widening of Deerpath Road, resurfacing of Monroe Street alley and addressing some of the hazardous sidewalks throughout town. Deerpath Road will be widened from 23 feet to 26 feet. This is a safety concern since the road is very narrow right now and the speed limit is between 45 and 50 mph.

The total cost of these improvements will be \$108,646. Staff is recommending these improvements to the existing contract.

Village Administrator Steve Bosco noted that the Monroe Street alley project will be paved from Funds out of the Route 31 TIF Fund.

Trustee Faber said he is in favor of the additional items, with the exception of Deerpath Road. Faber said that if the Village is going to widen its small stretch of Deerpath Road to 26 feet and the County is at 23 feet, they are not going to follow suit. Faber added that he doesn't want to throw away money to make a small stretch of road wider.

Bosco said that he will contact Kane County before the Village's next meeting and see if they have any plans to widen to 26 feet. If they say yes, can bring it to the Board for approval. If not, then the item can be taken off of the agenda. The Board was in favor of Bosco's suggestion.

4. Broadcasting Village Board Meetings

Steve Bosco said that at the March 6th meeting there was discussion about broadcasting the Village Board meetings since it is something that is provided by the Consortium through the dues the Village pays each month. They would bring in their own equipment and provide staffing. They would broadcast on Channel 10.

Bosco asked if the Board wanted to move forward and if so, which meetings would be broadcasted. Faber said that this can be done on our own and it wouldn't cost any more than what the Village is paying the consortium. Faber said he is in favor of streaming the meetings and archiving them so that people can back and watch past meetings.

Faber asked what the Village pays the Consortium. Bosco said that the Village receives a 5% franchise fee which is paid by AT&T, Metronet (when they come into the Village) and Comcast. Of that, the Village provides the consortium 40% of those fees. The Consortium reimburses 50% of that back to the Village in many cases. Faber said that if the Village is going to continue with them, the Village needs to renegotiate to a lower amount or the Village can consider doing this ourselves for half that price. Curtis agreed that if the Village is providing \$50,000 and broadcasting 24 meetings a year, it is costing the Village \$2,000+ per meeting. Curtis said it is not a good use of taxpayer funds at this time.

Trustee Carroll said he is in favor of broadcasting the meetings. This will be another avenue for people to keep in touch with the Board. Trustee Gaffino said he was also in favor of broadcasting the meetings.

Mayor Berman said that residents can get the meeting information from the minutes of the meetings and the broadcasting would not add anything. Faber said that residents will get more out of the discussions of the meetings and residents will be more engaged.

Curtis said she was in favor of televising the meetings but does not feel it should be through the Consortium.

The Board was in favor of broadcasting the meetings. Bosco said that there would be a separate conversation about the Consortium. Staff will find out how much it will cost the Village to do this on its own and provide that information at a future meeting.

5. Draft Budget

Bosco thanked the department heads, especially Bill Hannah, for their time spent in preparing for the budget and was happy to present a balanced budget.

Finance Director Bill Hannah reviewed the draft budget.

The following are comments or questions made from trustees regarding the draft budget.

Trustee Curtis questioned spending \$15,000 for fitness equipment for a gym at the police department building. Curtis asked if this is something that is needed. Chief Summer said that the space needs analysis was done before the building was built and included this facility. The space is already in the building. At the time it was decided not to utilize the space. Trustee Gaffino said it was due to liability reasons. Summer said that the fitness area was built for police and village employees to maintain their fitness levels. There was a deal made with the Illinois State Police to lease out that space for one of their units up until this spring when they said they would withdraw and move their operations to Elgin. This allowed this space to be used for what it was intended. Bosco said he contacted the Village's insurance carrier who said they cover villages. They said they would help put signage up by the equipment to make sure the equipment is being utilized correctly. Bosco added that the Village's labor attorney said that there is no case law that has ever been upheld of someone being hurt at a fitness facility at work, especially if it is off duty, where they can come back and sue the Village. The Village would also have people sign a waiver before using the facility.

Curtis said she has noticed that there are a lot of line items for the police lately such as updating vehicles to SUVs, laptops for \$23,000 and \$55,000 for a new security camera for a 5-year old building.

Bosco noted that the cost of the laptops does look expensive but that is because the laptops the police buy are special tough books and that is why there are \$4000 each. Summer added that the laptop is a workstation that taps into the camera system, printers and GPS. It is not a simple workstation that someone would have at home. As far as what should be purchased, Summer deferred this to the IT department which is where the quotes were suggested. Curtis suggested shopping around for the laptops.

Bosco said he can have Dave Arndt come to the next cow meeting for budget discussion.

Curtis asked if the Village is on par with other communities as far as police costs. Curtis said she is starting to question the costs since there are a lot of expenses for the building and equipment for the police.

Trustee Gaffino said that the Lions Club is willing donate money in order to pay for some equipment. Summer thanked Gaffino and said he was not aware of this but that it was good to know.

Summer said that a survey was done involving Aurora, Sugar Grove, Oswego and Batavia and there is a huge movement to move to SUVs. One reason is to be able to get to where you are going no matter the weather conditions. There is also no need to swap out regular tires with snow tires. The amount of equipment in the vehicles is greatly increased. Police have to pick up bikes and other things alongside the road, even stray dogs. This can be done in an SUV much easier than a squad car. Batavia reported seeing an improvement with gas by between 2 and 3 miles per gallon. It is a trend in law enforcement to go to SUVs.

Trustee Lowery said that the cost for the SUVs is \$230,000 and asked what the cost would be for 5 regular squad cars. Hannah said he thought it might be a difference of \$2,000 or \$3,000 per vehicle. Bosco said no matter what vehicle is chosen, there will be an \$8,000 - \$10,000 change out of any vehicle.

Gaffino asked if the Village hires out the work for the change out or if it is done in-house. Summer said the Village uses a third party vendor and that the vehicle is ordered to be wired a certain way to minimize the work that is needed by the third party vendor.

Curtis asked why these vehicles are only lasting 4 or 5 years. Summer said the mileage exceeded 80,000 or 90,000. These vehicles operate in extreme conditions, 24 hours a day in some cases. The engine is idling 24 hours a day, 7 days a week.

Trustee Carroll asked, if money is the problem, if alternative revenue sources are available so that the Village can move forward. Carroll said he want to see our officers fit and engaging in wellness programs and is in favor of the fitness facility.

Lowery said that as long as it is utilized, it will be well worth the money.

Curtis said when she looks at the trend lines for all the departments over the last 5 years. The other departments are flat. In the police department, the trend increases each year. What is attributable to this increase? Hannah said the pension costs come out of each department. Faber said the Village has also added contributions to the police over the last few years. Curtis asked if we have seen an increase in demand of our services. Summer said 88% of our budget is based on salaries and staffing. The rest is negligible to that point. When taking into account Union contracts, cost of healthcare, cost of benefits, hourly rates of pay, necessary overtime for critical shortages, 88% of that is salary related. Summer also stated the police department has the highest department as far as employees with 30 sworn officers.

Trustee Gaffino asked Hannah what the plan is for crack sealing. Hannah said that the Village has \$100,000 in the MFT Fund for next year.

Bill Hannah said that there will be a follow up discussion and questions on the agenda for the next Committee of the Whole meeting on April 17th. A public hearing will be held on May 1st and Approval of the budget is scheduled for May 15th.

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk



REMPE-SHARPE
& Associates, Inc.

Principals

J. Bibby P.E., S.E..
D.A. Watson P.E.

B. Aderman P.E.
B. Bennett P.E., CFM
L. Vo P.E.
J. Whitt P.E.

CONSULTING ENGINEERS

324 West State Street
Geneva, Illinois 60134
Phone: 630/232-0827 – Fax: 630/232-1629

April 10, 2017

Village of North Aurora
25 East State Street
North Aurora, Illinois 60542

Attn: Steve Bosco

Re: Cherrytree Court Watermain
Pay Request No. 1, Partial

File: NA-586

Dear Steve,

Rempe-Sharpe & Associates, Inc. has completed the review of Pay Request No. 1, Partial as submitted by Gerardi Sewer & Water, Co. for the Cherrytree Court Watermain. The amount of payment requested is Two Hundred Fifty-Two Thousand, Seven Hundred Seventy-Eight Dollars and Fifty Cents (\$252,778.50).

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 1, Partial (3 copies).
2. Pay Request No. 1, Partial in the amount of \$252,778.50 (1 copy).
3. The Engineer's Approval of Payment No. 1, Partial in the amount of \$252,778.50 (3 copies).

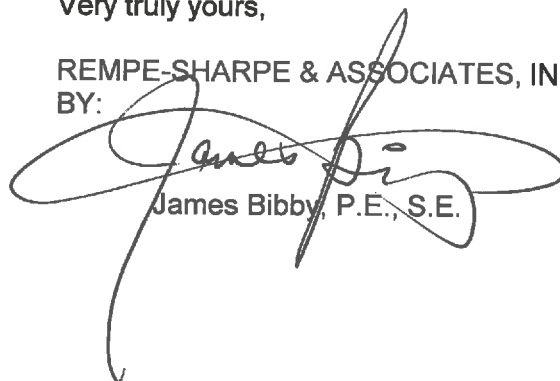
The Contractor has successfully completed all 8" watermain installation with vaults, valves and fire hydrants. We therefore recommend payment of all approved quantity to date, less 10% retention.

Rempe-Sharpe & Associates, Inc. recommends approval of Pay Request No. 1, Partial in the amount of \$252,778.50. Upon the Village of North Aurora's approval, please sign all three copies of the Approval of Pay Request No. 1 Partial. Send one signed copy of the Approval of Pay Request No. 1, Partial to Gerardi Sewer & Water Co., one signed copy to Rempe-Sharpe & Associates, Inc., and retain one signed copy for the Village's records.

If there are any questions, please contact the undersigned.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.
BY:



James Bibby, P.E., S.E.

Enclosures

P.C. Bill Hannah, Village of North Aurora
Paul Young, Village of North Aurora
John Laskowski, Village of North Aurora
Bryan Richter, Village of North Aurora
Cindy Torracco, Village of North Aurora
Karole Masters, Village of North Aurora

REMPE-SHARPE & ASSOCIATES, INC.
Geneva, Illinois 60134

APPROVAL OF PAYMENT NO. 1, PARTIAL

PROJECT:	Cherrytree Court Watermain	PROJECT NO. :	NA-586
CONTRACTOR:	Gerardi Sewer & Water Co.	APPLICATION DATE:	April 10, 2017
ADDRESS:	4520 North Osage Norridge, IL 60706	FOR PERIOD ENDING:	April 7, 2017
		APPLICATION AMOUNT:	\$252,778.50

ENGINEER'S APPROVAL

TO: Village of North Aurora

ADDRESS: 25 East State Street
North Aurora, Illinois 60542

Attached hereto is a Contractor's Application for Partial Payment for work accomplished under his contract for the above mentioned project through the date indicated above. Attached to the application is a Contractor's Certificate stating that all previous payments to him under his contract have been applied by him to discharge in full all his obligation in connection with this project.

The undersigned hereby approves payment to the Contractor of the Amount Due as shown on the Application for Partial Payment. It being understood that this approval by the undersigned does not constitute final approval or acceptance of the work accomplished or completed by the Contractor.

REMPE-SHARPE & ASSOCIATES, INC.
Consulting Engineers

DATE: April 10, 2017

BY: _____

TITLE: _____


James Bibby, P.E., S.E.
Project Engineer

OWNER'S APPROVAL

The undersigned, being the Owner of the above mentioned project and in accordance with the terms of the Contract Documents, does hereby approve the attached Application for Partial Payment to the Contractor for work accomplished under his contract for the above mentioned project.

It being understood that this Approval by the undersigned does not constitute final approval or acceptance of the work accomplished or completed by the Contractor.

VILLAGE OF NORTH AURORA

BY: _____

TITLE: _____

DATE: _____

Gerardi Sewer & Water Co.

4520 N. OSAGE
NORRIDGE, IL 60706
(708) 453-4715



4-7-17

Village of North Aurora
25 East State St.
North Aurora, IL 60542

Attn: Mr. Paul Young

Re: Cherrytree Court Watermain

Payout #1

1. 4" DIP Watermain	-- L.F @ \$ 50.00	\$ 00.00
2. 6" DIP waterman	145 L.F @ \$ 44.00	\$ 6,380.00
3. 8" DIP Watermain	2380 L.F @ \$ 54.00	\$128,520.00
4. Polyethylene Encasement	2560 L.F @ \$ 1.00	\$ 2,560.00
5. Fittings	2120 lbs @ \$ 4.00	\$ 8,480.00
6. PCC Thrust Blocks	30 Ea. @ \$ 75.00	\$ 2,250.00
7. Restrained Joints	-- Ea. @ \$ 70.00	\$ 00.00
8. Trench Backfill, CA-6	535 C.Y @ \$ 16.00	\$ 8,560.00
9. 4" Connection/Disconnection	-- Ea. @ \$3500.00	\$ 00.00
10. 6" Connection/Disconnection	4 Ea. @ \$3750.00	\$ 15,000.00
11. 8" Connection/Disconnection	2 Ea. @ \$4000.00	\$ 8,000.00
12. 4" Gate Valve	1 Ea. @ \$ 600.00	\$ 600.00
13. 6" Gate Valve	13 Ea. @ \$ 700.00	\$ 9,100.00
14. 8" Gate Valve	12 Ea. @ \$1750.00	\$ 21,000.00
15. 48" Dia. Valve Vault	12 Ea. @ \$1400.00	\$ 16,800.00
16. Valve Box, 6"	14 Ea. @ \$ 750.00	\$ 10,500.00
17. Fire Hydrant	7 Ea. @ \$3000.00	\$ 21,000.00
18. Valve Box Removal	-- Ea. @ \$ 100.00	\$ 00.00
19. Fire Hydrant Removal	-- EA. @ \$ 500.00	\$ 00.00
20. Watermain Removal	-- L.F @ \$ 1.00	\$ 00.00
21. Water Service Connection	-- Ea. @ \$1000.00	\$ 00.00
22. Curb Stop & Box	-- Ea. @ \$ 725.00	\$ 00.00
23. Water Service, Open Cut	-- L.F @ \$ 6.00	\$ 00.00
24. Water Service, Augered	-- L.F @ \$ 12.00	\$ 00.00
25. Disconnect Lead Service @ Main-	Ea. @ \$ 250.00	\$ 00.00
26. Remove Lead Water Service	-- L.F @ \$.01	\$ 00.00
27. Sanitary Service Repair, 6"	-- L.F @ \$ 20.00	\$ 00.00
28. Storm Sewer Removal	310 L.F @ \$ 4.00	\$ 1,240.00
29. Storm Sewer, 12" RCP	-- L.F @ \$ 55.00	\$ 00.00
30. Storm Sewer, 18" RCP	-- L.F @ \$ 75.00	\$ 00.00
31. HMA Pavement Removal	225 S.Y @ \$ 4.00	\$ 900.00
32. Driveway Pavement Removal	300 S.Y @ \$ 5.00	\$ 1,500.00
33. Sidewalk Removal	1000 S.F @ \$ 1.00	\$ 1,000.00
34. Curb & Gutter Removal	100 L.F @ \$ 5.00	\$ 500.00

35.	Inlet Removal	1 Ea. @ \$ 50.00	\$ 50.00
36.	Inlet & Pipe Protection	20 Ea. @ \$ 25.00	\$ 500.00
37.	Topsoil 6"	-- S.Y @ \$ 3.25	\$ 00.00
38.	Seeding, CL 1	-- S.Y @ \$ 2.00	\$ 00.00
39.	Erosion Control Blanket	-- S.Y @ \$ 2.00	\$ 00.00
40.	Traffic Control	75% L.S @ 7500.00	\$ 5,625.00
41.	Mobilization	100% L.S @ 7000.00	\$ 7,000.00
42.	AT&T Cable	-- L.F @ \$ 1.00	\$ 00.00
43.	Tree Pruning	-- Ea. @ \$ 40.00	\$ 00.00
A1	Steel Casing Pipe, 18"	20 L.F @ \$ 80.00	\$ 1,600.00
A2	6" Line Stop	1 Ea. @ \$2200.00	\$ 2,200.00
A3	Soil Certification	-- L.S @ \$ 500.00	\$ 00.00
A4	HMA Driveway	-- S.Y @ \$ 35.00	\$ 00.00
A5	PCC Driveway	-- S.Y @ \$ 65.00	\$ 00.00
A6	R&R Brick Pavement	-- S.F @ \$ 8.00	\$ 00.00
A7	PCC Sidewalk	-- S.F @ \$ 6.50	\$ 00.00
A8	Detectable Warning	-- S.F @ \$ 22.00	\$ 00.00
A9	Curb & Gutter B6.12	-- L.F @ \$ 25.00	\$ 00.00

Subtotal	\$280,865.00
Less 10% Retention	\$ 28,086.50
Subtotal	\$252,778.50
Less Previous Payouts	\$ 00.00
Total Amount Due	\$252,778.50

PAY REQUEST NO. 1, PARTIAL
CHERRYTREE COURT WATERMAIN
VILLAGE OF NORTH AURORA

NA-488

4/7/2017
BY: SS

				AWARDED AMOUNTS		CONSTRUCTED AMOUNTS	
NO.	ITEM DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT	QUANTITY	EXTENDED AMOUNT
BASE BID ITEMS							
1	4" DIP Watermain, Class 52	10	LF	\$50.00	\$500.00	0	\$0.00
2	6" DIP Watermain, Class 52	165	LF	\$44.00	\$7,260.00	145	\$6,380.00
3	8" DIP Watermain, Class 52	2,400	LF	\$54.00	\$129,600.00	2380	\$128,520.00
4	Polyethylene Encasement	2,610	LF	\$1.00	\$2,610.00	2560	\$2,560.00
5	Fittings, M.J. Body Casting Weight	3,120	LBS	\$4.00	\$12,480.00	2120	\$8,480.00
6	Reinforced PCC Thrust Blocks	40	EA	\$75.00	\$3,000.00	30	\$2,250.00
7	Restrained Joints, All Diameters (As Needed)	6	EA	\$70.00	\$420.00	0	\$0.00
8	Trench Backfill, CA-6, Compacted	1,070	CY	\$16.00	\$17,120.00	535	\$8,560.00
9	4" Non-Pressure Connection/Disconnection to Existing Water Main	1	EA	\$3,500.00	\$3,500.00	0	\$0.00
10	6" Non-Pressure Connection/Disconnection to Existing Water Main	8	EA	\$3,750.00	\$30,000.00	4	\$15,000.00
11	8" Non-Pressure Connection/Disconnection to Existing Water Main	2	EA	\$4,000.00	\$8,000.00	2	\$8,000.00
12	4" R.S. Gate Valve	1	EA	\$600.00	\$600.00	1	\$600.00
13	6" R.S. Gate Valve	13	EA	\$700.00	\$9,100.00	13	\$9,100.00
14	8" R.S. Gate Valve	12	EA	\$1,750.00	\$21,000.00	12	\$21,000.00
15	48" Dia. Type A, Valve Vault with Frame and Lid	12	EA	\$1,400.00	\$16,800.00	12	\$16,800.00
16	Valve Box, 6"	14	EA	\$750.00	\$10,500.00	14	\$10,500.00
17	Fire Hydrant with 6" Inlet	7	EA	\$3,000.00	\$21,000.00	7	\$21,000.00
18	Valve Box Removal	8	EA	\$100.00	\$800.00	0	\$0.00
19	Fire Hydrant Removal	4	EA	\$500.00	\$2,000.00	0	\$0.00
20	Watermain to be Removed (As Needed)	50	LF	\$1.00	\$50.00	0	\$0.00
21	Water Service Connections, 1"	25	EA	\$1,000.00	\$25,000.00	0	\$0.00
22	Curb Stop and Box, 1"	25	EA	\$725.00	\$18,125.00	0	\$0.00
23	Water Service Piping, 1" Copper, TY-K, Open-Cut	210	LF	\$6.00	\$1,260.00	0	\$0.00
24	Water Service Piping, 1" Copper, TY-K, Augered	1,600	LF	\$12.00	\$19,200.00	0	\$0.00
25	Disconnet Existing Lead Water Service at Main Line Corporation Stop	5	EA	\$250.00	\$1,250.00	0	\$0.00
26	Remove Existing Lead Water Service Piping	250	LF	\$0.01	\$2.50	0	\$0.00
27	Sanitary Service Repair, 6" DIP, CL-52, Complete	110	LF	\$20.00	\$2,200.00	0	\$0.00
28	Storm Sewer Removal	235	LF	\$4.00	\$940.00	310	\$1,240.00
29	Storm Sewer, 12" RCP, CL IV with Rubber Gaskets	64	LF	\$55.00	\$3,520.00	0	\$0.00
30	Storm Sewer, 18" RCP, CL IV with Rubber Gaskets	60	LF	\$75.00	\$4,500.00	0	\$0.00
31	HMA Pavement Removal (Roadway)	300	SY	\$4.00	\$1,200.00	225	\$900.00
32	Driveway Pavement Removal	385	SY	\$5.00	\$1,925.00	300	\$1,500.00
33	Sidewalk Removal	1,350	SF	\$1.00	\$1,350.00	1000	\$1,000.00
34	PCC Curb and Gutter Removal	300	LF	\$5.00	\$1,500.00	100	\$500.00
35	Inlet Removal	1	EA	\$50.00	\$50.00	1	\$50.00
36	Inlet and Pipe Protection	20	EA	\$25.00	\$500.00	20	\$500.00
37	Topsoil Furnish and Place, 6"	4,000	SY	\$3.25	\$13,000.00	0	\$0.00
38	Seeding, Class 1 (with Fertilizer)	4,000	SY	\$2.00	\$8,000.00	0	\$0.00
39	Erosion Control Blanket	4,000	SY	\$2.00	\$8,000.00	0	\$0.00
40	Traffic Control and Protection	1	LSUM	\$7,500.00	\$7,500.00	0.75	\$5,625.00
41	Mobilization	1	LSUM	\$7,000.00	\$7,000.00	1	\$7,000.00
42	AT&T Cable Realigned	150	LF	\$1.00	\$150.00	0	\$0.00
43	Tree Prunning	10	EA	\$40.00	\$400.00	0	\$0.00
BASE BID SUBTOTAL				\$422,912.50		\$277,065.00	
ALTERNATE BID ITEMS							
A1	Steel Casing Pipe, 16" (As Needed)	40	LF	\$80.00	\$3,200.00	20	\$1,600.00
A2	6" Line Stop (As Needed)	1	EA	\$2,200.00	\$2,200.00	1	\$2,200.00
A3	Uncontaminated Soil Certification	1	LSUM	\$500.00	\$500.00	0	\$0.00
A4	HMA Driveway Pavement, TY-1	230	SY	\$35.00	\$8,050.00	0	\$0.00
A5	PCC Driveway Pavement, 6", TY-2	150	SY	\$65.00	\$9,750.00	0	\$0.00
A6	Remove and Reinstall Brick Pavement	80	SF	\$8.00	\$640.00	0	\$0.00
A7	PCC Sidewalk, 5"	1,350	SF	\$6.50	\$8,775.00	0	\$0.00
A8	Detectable Warning	60	SF	\$22.00	\$1,320.00	0	\$0.00
A9	PCC Curb and Gutter Type B6.12	300	LF	\$25.00	\$7,500.00	0	\$0.00
ALTERNATE BID SUBTOTAL				\$41,935.00		\$3,800.00	
TOTAL BASE AND ALTERNATE BID ITEMS				\$464,847.50		\$280,865.00	
LESS 10% RETAINAGE						\$28,086.50	
LESS PREVIOUS PAYMENTS						\$0.00	
TOTAL DUE						\$252,778.50	

Accounts Payable

To Be Paid Proof List

User: bhannah
 Printed: 04/13/2017 - 8:17AM
 Batch: 00502.04.2017 - 04172017



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Ace Hardware						
000030						
Fasteners	3.75	01-445-4520	Public Buildings Rpr & Mtce	K13023	4/11/2017	04/17/2017
Hex Key Set	13.99	01-445-4510	Equipment/IT Maint	K13142	4/11/2017	04/17/2017
Hex Key Set Return	-13.99	01-445-4510	Equipment/IT Maint	K13147	4/11/2017	04/17/2017
Misc Shop Supplies	40.95	01-445-4510	Equipment/IT Maint	K13149	4/11/2017	04/17/2017
Hose	8.98	01-445-4510	Equipment/IT Maint	K13150	4/11/2017	04/17/2017
Fasteners	8.90	01-445-4510	Equipment/IT Maint	K13288	4/11/2017	04/17/2017
Misc Shop Supplies	77.10	01-445-4421	Custodial Supplies	K13307	4/11/2017	04/17/2017
Total:	139.68	*Vendor Total				
Aflac						
030540						
Employee Aflac/April 2017	197.10	01-000-2053	AFLAC	802289	4/11/2017	04/17/2017
Total:	197.10	*Vendor Total				
AIM						
046510						
Employee Flex/March 2017	168.00	01-430-4267	Finance Services	27593	4/11/2017	04/17/2017
Total:	168.00	*Vendor Total				
Alarm Detection Systems of IL						
000060						
Service 314 Butterfield	183.37	01-445-4520	Public Buildings Rpr & Mtce	460594	4/12/2017	04/17/2017
Service Village Hall	167.26	01-445-4520	Public Buildings Rpr & Mtce	460595	4/12/2017	04/17/2017
Service/East Trmt Plant	183.37	60-445-4567	Treatment Plant Repair/Maint	460618	4/12/2017	04/17/2017
ServiceWest Trmt Plant	183.37	60-445-4567	Treatment Plant Repair/Maint	460619	4/12/2017	04/17/2017
Service/NAPD	189.83	01-445-4520	Public Buildings Rpr & Mtce	460620	4/12/2017	04/17/2017
Total:	907.20	*Vendor Total				
Alpha Environmental, Inc.						
051550						
Soil Evaluations/Bttrfld Rd	1,750.00	01-445-4540	Streets & Alleys Rpr & Mtce	03082017	4/11/2017	04/17/2017
Total:	1,750.00	*Vendor Total				
Amalgamated Bank						
024400						
Acceptance Fees 2017 GOARS	475.00	60-445-4709	Fiscal Agent Fee	1856472003-C	4/11/2017	04/17/2017
Annual Fee 2017 GOARS	475.00	60-445-4709	Fiscal Agent Fee	1856472003-C	4/11/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	950.00	*Vendor Total				
Aurora Hose & Fitting						
013740						
Adaptor	8.48	01-445-4511	Vehicle Repair and Maint	018957	4/11/2017	04/17/2017
<hr/>						
Total:	8.48	*Vendor Total				
Aurora Regional						
034120						
State of Village Luncheon/Summer	35.00	01-440-4390	Dues & Meetings	235700	4/10/2017	04/17/2017
<hr/>						
Total:	35.00	*Vendor Total				
Beacon News						
025450						
Annual Subscription	508.65	01-410-4799	Misc. Expenditures	042019	4/12/2017	04/17/2017
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Total:	508.65	*Vendor Total				
Bonnell Industries						
035410						
Harness	373.25	01-445-4870	Equipment	0174033	4/10/2017	04/17/2017
Plow Lights	225.76	01-445-4511	Vehicle Repair and Maint	0174034	4/10/2017	04/17/2017
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Total:	599.01	*Vendor Total				
Brian Reid						
041970						
Meeting Fees (2)	100.00	01-439-4015	Police Csn Mtgs-per Diem	12/14 - 3/28	4/12/2017	04/17/2017
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Total:	100.00	*Vendor Total				
Call One						
043480						
25 E. State Street Lines	171.77	01-430-4651	Telephone	04152017-0014	4/10/2017	04/17/2017
25 E. State Street Lines	171.77	01-441-4651	Telephone	04152017-0024	4/10/2017	04/17/2017
25 E. State Street Lines	171.75	01-445-4651	Telephone	04152017-0034	4/10/2017	04/17/2017
25 E. State Street Lines	171.77	60-445-4651	Telephone	04152017-0044	4/10/2017	04/17/2017
314 Butterfield Lines	79.99	01-445-4651	Telephone	04152017-0054	4/10/2017	04/17/2017
316 Butterfield Lines	43.55	60-445-4651	Telephone	04152017-0064	4/10/2017	04/17/2017
PRI/VH/NAPD	1,727.26	01-440-4652	Communications	04152017-0074	4/10/2017	04/17/2017
PRI/VH/NAPD	1,727.27	01-430-4652	Communications	04152017-0084	4/10/2017	04/17/2017
PRI/VH/NAPD	1,294.51	01-440-4651	Telephone	04152017-0094	4/10/2017	04/17/2017
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Total:	5,559.64	*Vendor Total				
Cargill, Inc.						
039780						
Road Salt	3,092.69	10-445-4439	Salt	2903315389	4/11/2017	04/17/2017
Road Salt	7,797.29	10-445-4439	Salt	2903318170	4/11/2017	04/17/2017
Road Salt	4,563.58	10-445-4439	Salt	2903318264	4/11/2017	04/17/2017
Road Salt	5,790.63	10-445-4439	Salt	2903320966	4/11/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	21,244.19	*Vendor Total				
Clarke Environmental Mosquito						
000300						
Mosquito Control/May 2017	13,660.50	01-445-4521	Mosquito Control	6360648	4/10/2017	04/17/2017
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Total:	13,660.50	*Vendor Total				
Class C Solutions Group						
011910						
Cable Ties/Gloves/Cleaner/Bolts	210.68	01-445-4510	Equipment/IT Maint	1065893001	4/11/2017	04/17/2017
<hr/>						
Total:	210.68	*Vendor Total				
Commercial Tire Services, Inc.						
038680						
Flat Repair	26.50	01-445-4511	Vehicle Repair and Maint	3330013959	4/10/2017	04/17/2017
Flat Repair	59.50	01-445-4511	Vehicle Repair and Maint	3330014062	4/10/2017	04/17/2017
Balance Tires/Truck #175	611.48	01-445-4511	Vehicle Repair and Maint	3330014140	4/10/2017	04/17/2017
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Total:	697.48	*Vendor Total				
Commonwealth Edison						
000330						
Streetlights/Butterfield & Laurel	5.33	10-445-4660	Street Lighting and Poles	0445305000	4/10/2017	04/17/2017
Streetlights/1802 Orchard Gateway	351.28	10-445-4660	Street Lighting and Poles	0562144049	4/10/2017	04/17/2017
Streetlights/1802 Orchard Gateway	153.02	10-445-4660	Street Lighting and Poles	0562144049	4/10/2017	04/17/2017
Streetlights/1901 Orchard Gateway	120.70	10-445-4660	Street Lighting and Poles	0835082016	4/10/2017	04/17/2017
Streetlights/Various Locations	153.02	10-445-4660	Street Lighting and Poles	1425064018	4/10/2017	04/17/2017
Streetlights/Randall & Ice Cream	32.14	10-445-4660	Street Lighting and Poles	1543019148	4/10/2017	04/17/2017
Streetlights/Orchard & Deerpath	31.12	10-445-4660	Street Lighting and Poles	1776122038	4/10/2017	04/17/2017
Streetlights/Orchard & Oak	59.50	10-445-4660	Street Lighting and Poles	1875021089	4/10/2017	04/17/2017
Streetlights/Comiskey & Orchard	91.07	10-445-4660	Street Lighting and Poles	2313121105	4/10/2017	04/17/2017
Streetlights/1600 Orchard Gateway	123.85	10-445-4660	Street Lighting and Poles	2579039064	4/10/2017	04/17/2017
Streetlights/Orchard & White Oak	44.23	10-445-4660	Street Lighting and Poles	296079050	4/10/2017	04/17/2017
Streetlights/19 S Lincolnway	329.72	10-445-4660	Street Lighting and Poles	2985029045	4/10/2017	04/17/2017
Streetlights/Orchard & Orchard Gateway	75.53	10-445-4660	Street Lighting and Poles	3147017028	4/10/2017	04/17/2017
Streetlights/Various Locations	880.90	10-445-4660	Street Lighting and Poles	3771153008	4/10/2017	04/17/2017
Streetlights/211 River Road	3,829.69	10-445-4660	Street Lighting and Poles	4007024020	4/10/2017	04/17/2017
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Total:	6,281.10	*Vendor Total				
Crescent Electric Supply						
032500						
Well #3 Light Repairs	201.99	60-445-4565	Water Well Rpr & Mtce	S503382051.C	4/11/2017	04/17/2017
Well #3 Building Lights	20.99	60-445-4565	Water Well Rpr & Mtce	S503385441.C	4/11/2017	04/17/2017
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Total:	222.98	*Vendor Total				
Display Sales						
017010						
Flags (58)	1,271.80	01-445-4530	Public Grounds Rpr & Mtce	010409	4/10/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	1,271.80	*Vendor Total				
Don's Sharpening Centre, Inc.						
008480						
2 Cycle Fuel Mix	24.95	01-445-4510	Equipment/IT Maint	166936	4/11/2017	04/17/2017
Total:	24.95	*Vendor Total				
Drendel & Jansons Law Group						
028580						
Gen/Adm/Fin	1,496.00	01-430-4260	Legal	032017 genfir	4/11/2017	04/17/2017
Gen/Police	2,040.00	01-440-4260	Legal	032017 genna	4/11/2017	04/17/2017
Gen/Water Issues	68.00	60-445-4260	Legal	032017 genwt	4/11/2017	04/17/2017
Legal Services/NAPD	1,521.50	01-440-4260	Legal	032017 napd	4/11/2017	04/17/2017
Community Development	943.50	01-441-4260	Legal	32017 cd	4/11/2017	04/17/2017
CD/Water	221.00	60-445-4260	Legal	32017 cd wtr	4/11/2017	04/17/2017
Continental Properties	65.00	90-000-E222	Springs at Orchard Rd	32017 cont pr	4/11/2017	04/17/2017
Randall Crossing/Hotel	1,841.25	90-000-E055	NA Lodging 1, LLC	32017 rndl ho	4/11/2017	04/17/2017
Riverwoods	136.00	01-441-4260	Legal	32017 rvrws	4/11/2017	04/17/2017
TIF	263.50	12-438-4260	Legal	32017 tif	4/11/2017	04/17/2017
Water/Land Swap	314.50	60-445-4260	Legal	32017 water	4/11/2017	04/17/2017
Total:	8,910.25	*Vendor Total				
Dustcatchers & Logo Mat, Inc.						
023610						
Rug/Towel Cleaning/PWks Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	30948	4/11/2017	04/17/2017
Rug/Towel Cleaning/PWks Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	31582	4/11/2017	04/17/2017
Total:	65.86	*Vendor Total				
Euclid Managers						
049670						
Employee Voluntary Life Ins/April 2017	976.41	01-000-2052	Voluntary Life Insurance	042017	4/11/2017	04/17/2017
Total:	976.41	*Vendor Total				
Feece Oil						
031060						
Diesel Fuel	1,514.76	71-000-1340	Gas/Diesel Escrow	3467800	4/10/2017	04/17/2017
Mid Grade Fuel	1,433.60	71-000-1340	Gas/Diesel Escrow	3468023	4/10/2017	04/17/2017
Mid Grade Fuel	3,163.10	71-000-1340	Gas/Diesel Escrow	3469858	4/10/2017	04/17/2017
Total:	6,111.46	*Vendor Total				
Fifth Third Bank						
028450						
Amazon/HDMI Cable/Plug	35.12	01-430-4420	IT Supplies	032017 DA-0	4/12/2017	04/17/2017
Amazon/Hard Drive for PD Camera System	49.99	01-440-4510	Equipment/IT Maint	032017 DA-0	4/12/2017	04/17/2017
Batteries Plus/Battery	6.95	01-430-4420	IT Supplies	032017 DA-0	4/12/2017	04/17/2017
Amazon/HDMI Splitter	57.92	01-430-4420	IT Supplies	032017 DA-0	4/12/2017	04/17/2017
Amazon/Desktop UPS PD	135.90	01-440-4510	Equipment/IT Maint	032017 DA-0	4/12/2017	04/17/2017
Best Buy/Rosetta Stone/Spanish	160.00	01-440-4380	Training	032017 DA-0	4/12/2017	04/17/2017
Best Buy/8GB Thumb Drive	4.99	01-430-4420	IT Supplies	032017 DA-0	4/12/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
USPS/Certified Mail	13.18	01-440-4505	Postage	032017 DC-004/12/2017	04/17/2017	
IL SOS/State Reg Fee	2.37	01-440-4799	Misc.	032017 DC-004/12/2017	04/17/2017	
USPS/Certified Mail	13.18	01-440-4505	Postage	032017 DC-004/12/2017	04/17/2017	
IL SOS/State Reg Fee	101.00	01-440-4799	Misc.	032017 DC-004/12/2017	04/17/2017	
USPS/Certified Mail	6.59	01-440-4505	Postage	032017 DC-004/12/2017	04/17/2017	
USPS/Certified Mail	6.59	01-440-4505	Postage	032017 DC-004/12/2017	04/17/2017	
USPS/Certified Mail	15.87	01-440-4505	Postage	032017 DC-004/12/2017	04/17/2017	
USPS/Certified Mail	10.58	01-440-4505	Postage	032017 DC-004/12/2017	04/17/2017	
USPS/Certified Mail	5.29	01-440-4505	Postage	032017 DC-004/12/2017	04/17/2017	
Office Max/Printer Toner	135.25	01-440-4411	Office Expenses	032017 DC-004/12/2017	04/17/2017	
Jobst Monument/Military Emblems	283.80	01-440-4799	Misc.	032017 DS-004/12/2017	04/17/2017	
Circle K/Fuel	36.24	01-440-4440	Gas & Oil	032017 DS-004/12/2017	04/17/2017	
Arbys/Food/Training	8.41	01-440-4390	Dues & Meetings	032017 DS-004/12/2017	04/17/2017	
Starbucks/Food/Training	6.40	01-440-4390	Dues & Meetings	032017 DS-004/12/2017	04/17/2017	
Starbucks/Food/Training	6.62	01-440-4390	Dues & Meetings	032017 DS-004/12/2017	04/17/2017	
Prairie Conv Ctr/Food/Training	7.00	01-440-4390	Dues & Meetings	032017 DS-004/12/2017	04/17/2017	
Wyndham/Food/Training	20.02	01-440-4390	Dues & Meetings	032017 DS-004/12/2017	04/17/2017	
Carpenter Street Hotel/Lodging/Training	119.78	01-440-4390	Dues & Meetings	032017 DS-004/12/2017	04/17/2017	
Circle K/Fuel	22.03	01-440-4440	Gas & Oil	032017 DS-004/12/2017	04/17/2017	
Double Tree/Lodging/Training	177.57	01-440-4390	Dues & Meetings	032017 DS-014/12/2017	04/17/2017	
Crowne Plaza/Food/Training	3.26	01-440-4390	Dues & Meetings	032017 DS-014/12/2017	04/17/2017	
McDonalds/Food/Training	7.48	01-440-4390	Dues & Meetings	032017 DS-014/12/2017	04/17/2017	
Thorntons/Fuel	30.00	01-440-4440	Gas & Oil	032017 DS-014/12/2017	04/17/2017	
Crowne Plaza/Lodging/Training	158.20	01-440-4390	Dues & Meetings	032017 DS-014/12/2017	04/17/2017	
ILEETA/Membership/Class #104	50.00	01-440-4390	Dues & Meetings	032017 JDL-C 4/12/2017	04/17/2017	
ILEETA/Conf/#115/#104	824.00	01-440-4370	Conferences & Travel	032017 JDL-C 4/12/2017	04/17/2017	
RE Tactical/Firearm Targets	235.49	01-440-4383	Firearm Training	032017 JDL-C 4/12/2017	04/17/2017	
Foremost Productions/Too Good for Drugs	499.00	01-440-4498	Community Service	032017 JDL-C 4/12/2017	04/17/2017	
Lexis Nexis/Investigations Service	50.00	01-440-4555	Investigations	032017 JDL-C 4/12/2017	04/17/2017	
ProForma/Chief Notecards	603.45	01-440-4411	Office Expenses	032017 JDL-C 4/12/2017	04/17/2017	
Drury Inn/Lodging/#115	834.70	01-440-4370	Conferences & Travel	032017 JDL-C 4/12/2017	04/17/2017	
Drury Inn/Lodging/#104	869.70	01-440-4370	Conferences & Travel	032017 JDL-C 4/12/2017	04/17/2017	
SBOC/Electrical Training	125.00	01-441-4380	Training	032017 MT-0 4/12/2017	04/17/2017	
SBOC/Code Enforcement Training	125.00	01-441-4380	Training	032017 MT-0 4/12/2017	04/17/2017	
Gerber Collision/PWks Truck Repair	1,566.80	01-445-4511	Vehicle Repair and Maint	032017 PY-004/12/2017	04/17/2017	
IAMMA/Annual Conference/Hansen	35.00	01-430-4370	Conferences & Travel	032017 SB-004/12/2017	04/17/2017	
Medic/SAR Gear/Search & Rescue Gear	112.45	01-440-4558	Emergency Management	032017 SBZ-(4/12/2017	04/17/2017	
IESMA/Annual Membership	65.00	01-440-4390	Dues & Meetings	032017 SBZ-(4/12/2017	04/17/2017	
LA Police Gear/Search & Rescue Gear	19.79	01-440-4558	Emergency Management	032017 SBZ-(4/12/2017	04/17/2017	
LA Police Gear/Search & Rescue Gear	19.79	01-440-4558	Emergency Management	032017 SBZ-(4/12/2017	04/17/2017	
Hooters/Dinner @ Conference	16.91	01-440-4370	Conferences & Travel	032017 SBZ-(4/12/2017	04/17/2017	
Road Ranger/Gas for Squad/Conference	26.95	01-440-4440	Gas & Oil	032017 SBZ-(4/12/2017	04/17/2017	
Jimmy Johns/Lunch @ Conference	11.28	01-440-4370	Conferences & Travel	032017 SBZ-(4/12/2017	04/17/2017	
Crowne Plaza Hotel/Lodging for Conference	158.20	01-440-4370	Conferences & Travel	032017 SBZ-(4/12/2017	04/17/2017	
Crowne Plaza Hotel/Lodging for Conference	158.20	01-440-4370	Conferences & Travel	032017 SBZ-(4/12/2017	04/17/2017	
Crowne Plaza Hotel/Lodging for Conference	158.20	01-440-4370	Conferences & Travel	032017 SBZ-(4/12/2017	04/17/2017	
Crowne Plaza Hotel/Lodging for Conference	158.20	01-440-4370	Conferences & Travel	032017 SBZ-(4/12/2017	04/17/2017	
Jimmy Johns/Lunch During Training	9.17	01-440-4380	Training	032017 SBZ-(4/12/2017	04/17/2017	
McDonalds/Dinner During Training	11.73	01-440-4380	Training	032017 SBZ-(4/12/2017	04/17/2017	
McDonalds/Lunch During Training	9.40	01-440-4380	Training	032017 SBZ-(4/12/2017	04/17/2017	
Buffalo Wild Wings/Dinner During Training	19.03	01-440-4380	Training	032017 SBZ-(4/12/2017	04/17/2017	
LaQuinta/Lodging During Training	177.10	01-440-4380	Training	032017 SBZ-(4/12/2017	04/17/2017	
Galls/Handcuffs for Booking	54.10	01-440-4450	Prisoner Mtce & Supplies	032017 SF-004/12/2017	04/17/2017	
Total:	8,651.22	*Vendor Total				

Fox Metro Water Reclamation
000170

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Water Service Inspect/Self Storage	20.00	60-445-4480	New Meters,rprs. & Rplcmnts.	03312017	4/11/2017	04/17/2017
Total:	20.00	*Vendor Total				
Fox Valley Ford, Inc.						
015480						
Jet Kit for Truck #185	12.64	01-445-4511	Vehicle Repair and Maint	39393	4/11/2017	04/17/2017
Total:	12.64	*Vendor Total				
Geneva Construction Co.						
000530						
Hydrant Meter Ref/Less Usage	5,783.51	60-000-2215	Hydrant Meter Deposits	04172017	4/11/2017	04/17/2017
Total:	5,783.51	*Vendor Total				
Gerardi Sewer & Water Co.						
032950						
Cherrytree Court Wtrmn/Pay Req #1	252,778.50	60-460-4875	Capital Improvements	04072017	4/11/2017	04/17/2017
Total:	252,778.50	*Vendor Total				
Global Equipment Company						
042750						
(2) Bulbs	42.08	10-445-4661	Street Light Repair/Maint	55347	4/10/2017	04/17/2017
Total:	42.08	*Vendor Total				
Grainger						
031900						
Hinges for HMO Tank Lids	118.67	60-445-4567	Treatment Plant Repair/Maint	874064660	4/11/2017	04/17/2017
Impact Swivel Sockets	115.52	60-445-4563	Fire Hydrant Repair/maint	9369863387	4/11/2017	04/17/2017
Eyelet Repair Kit/Fish Tape	19.04	60-445-4510	Equipment/IT Maint	9409346047	4/11/2017	04/17/2017
Van Bins/Watermain Repairs	119.64	60-445-4568	Watermain Rprs. & Rplcmnts.	9411640593	4/11/2017	04/17/2017
Humidity/Temp Transducer Return	-302.00	60-445-4565	Water Well Rpr & Mtce	CM93161409	4/11/2017	04/17/2017
Total:	70.87	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
Boiler Repair/NAPD	475.00	01-445-4520	Public Buildings Rpr & Mtce	31089	4/10/2017	04/17/2017
Heat Repair/VH Garage	330.00	01-445-4520	Public Buildings Rpr & Mtce	31097	4/10/2017	04/17/2017
Total:	805.00	*Vendor Total				
Harners Bakery And Restaurant						
025570						
Donuts/Training	25.20	01-440-4380	Training	7213	4/10/2017	04/17/2017
Total:	25.20	*Vendor Total				
Heartland Recycling						
046780						
Soil Removal	244.00	01-445-4540	Streets & Alleys Rpr & Mtce	17382	4/10/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	244.00	*Vendor Total				
Hook-Fast Specialties, Inc						
010410						
Uniform Insignia	105.50	01-440-4160	Uniform Allowance	318225	4/10/2017	04/17/2017
Total:	105.50	*Vendor Total				
ILLCO Inc.						
040110						
Treatment Plant HMO Pipe Repair	15.00	60-445-4567	Treatment Plant Repair/Maint	1314949	4/11/2017	04/17/2017
Total:	15.00	*Vendor Total				
Illinois Fire & Police						
010070						
2017 Mbrshp Dues/Jungels/Reid	375.00	01-439-4390	Dues & Meetings	2017	4/11/2017	04/17/2017
Total:	375.00	*Vendor Total				
Illinois Govt Finance Officers Assn.						
019690						
PAFR Seminar/Hansen	20.00	01-430-4380	Training & Testing	hansen	4/11/2017	04/17/2017
Total:	20.00	*Vendor Total				
Illinois Power Marketing						
047570						
Streetlights/Orchard Gateway & Deerpath	60.05	10-445-4660	Street Lighting and Poles	10392021703	4/10/2017	04/17/2017
Streetlights/Orchard & Oak	129.34	10-445-4660	Street Lighting and Poles	10392031703	4/10/2017	04/17/2017
Streetlights/1600 Orchard Gateway	290.52	10-445-4660	Street Lighting and Poles	10392041703	4/10/2017	04/17/2017
Streetlights/Orchard & White Oak	91.09	10-445-4660	Street Lighting and Poles	10392051703	4/10/2017	04/17/2017
Streetlights/Orchard & Orchard Gateway	169.44	10-445-4660	Street Lighting and Poles	10392061703	4/10/2017	04/17/2017
Streetlights/25 E State St	2,189.26	10-445-4660	Street Lighting and Poles	10392071703	4/10/2017	04/17/2017
Total:	2,929.70	*Vendor Total				
Industrial Door Company						
044430						
Service Door/PWks Garage	452.70	01-445-4520	Public Buildings Rpr & Mtce	101573	4/10/2017	04/17/2017
Total:	452.70	*Vendor Total				
Janco Chemical Supply, Inc						
000660						
Paper Goods/Treatment Plant	101.90	60-445-4567	Treatment Plant Repair/Maint	271686	4/11/2017	04/17/2017
Paper Towels/Vh	35.95	01-445-4421	Custodial Supplies	271687	4/11/2017	04/17/2017
Paper Goods/Treatment Plant	92.00	60-445-4567	Treatment Plant Repair/Maint	271721	4/11/2017	04/17/2017
Total:	229.85	*Vendor Total				
JSN Contractors Supply						
041440						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Green Marking Paint	70.80	18-445-4570	Sewers Rpr & Mtce	80646	4/11/2017	04/17/2017
Total:	70.80	*Vendor Total				
Kane County Recorder						
010600						
Water Liens/Releases	282.00	60-445-4506	Publishing	032217	4/12/2017	04/17/2017
NA Storage Sbdvn Plat	100.00	01-441-4506	Publishing	032917	4/12/2017	04/17/2017
Total:	382.00	*Vendor Total				
L. W. Meyer & Son, Inc.						
022050						
Cordless Hammer Drill	295.00	60-445-4870	Equipment	739446	4/11/2017	04/17/2017
Total:	295.00	*Vendor Total				
Mariottini Construction Inc.						
051440						
Hydrant Meter Dep Refund/Less Usage	991.48	60-000-2215	Hydrant Meter Deposits	4172017	4/11/2017	04/17/2017
Total:	991.48	*Vendor Total				
Meade Electric Company, Inc.						
027140						
Traffic Signal Repair/Randall & Oak	2,314.52	01-445-4545	Traffic Signs & Signals	676871	4/10/2017	04/17/2017
Total:	2,314.52	*Vendor Total				
Menards						
016070						
Paint/Wood/Tray	215.95	01-445-4510	Equipment/IT Maint	53771	4/11/2017	04/17/2017
Wood Exchange/Size	16.00	01-445-4530	Public Grounds Rpr & Mtce	53775	4/11/2017	04/17/2017
2000 Watt Element/Drill Bit/Safety Shirt	31.40	60-445-4799	Misc. Expenditures	53896	4/11/2017	04/17/2017
Tools/Parts/Trmnt Plant Repair	22.46	60-445-4567	Treatment Plant Repair/Maint	53950	4/11/2017	04/17/2017
Tools/Parts/Trmnt Plant Repair	130.73	60-445-4567	Treatment Plant Repair/Maint	54313	4/11/2017	04/17/2017
Total:	416.54	*Vendor Total				
Messenger Public Library						
004610						
Land/Cash/Sep 2016 - Feb 2017	120.00	91-000-2232	Library Escrow	001	4/11/2017	04/17/2017
PPRT Libaray Portion/Jul 2016 - Jan 2017	7,201.89	01-305-3040	Replacement Tax	002	4/11/2017	04/17/2017
Total:	7,321.89	*Vendor Total				
Metro West COG						
032210						
Annual Renewal Dues/VONA	6,104.35	01-410-4390	Dues & Meetings	2961	4/10/2017	04/17/2017
Total:	6,104.35	*Vendor Total				
Municode						
038650						

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Supplement Pages/Ordinances	687.43	01-410-4260	Legal	00284187	4/11/2017	04/17/2017
Total:	687.43	*Vendor Total				
N. Aurora Fire Protection Dist						
017460						
Land/Cash/Sep 2016 - Feb 2017	1,529.24	91-000-2231	Fire District Escrow	001	4/11/2017	04/17/2017
Total:	1,529.24	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Shop Tool	244.99	01-445-4870	Equipment	256262	4/11/2017	04/17/2017
Windshield Wash	74.70	01-445-4511	Vehicle Repair and Maint	256719	4/11/2017	04/17/2017
Drill Drive	39.99	01-445-4870	Equipment	256761	4/11/2017	04/17/2017
Armor All	38.47	01-445-4511	Vehicle Repair and Maint	256860	4/11/2017	04/17/2017
Hoses	60.48	01-445-4870	Equipment	257506	4/11/2017	04/17/2017
Coupler	12.32	01-445-4870	Equipment	257555	4/11/2017	04/17/2017
Oil	39.96	01-445-4511	Vehicle Repair and Maint	257596	4/11/2017	04/17/2017
Socket	8.57	01-445-4870	Equipment	257838	4/11/2017	04/17/2017
Wheel Bolt	8.57	01-445-4511	Vehicle Repair and Maint	257848	4/11/2017	04/17/2017
Truck Paint	13.68	01-445-4511	Vehicle Repair and Maint	258196	4/11/2017	04/17/2017
Truck Light	31.82	01-445-4511	Vehicle Repair and Maint	258261	4/11/2017	04/17/2017
Squad Headlight	42.82	01-440-4511	Vehicle Repair and Maint	258265	4/11/2017	04/17/2017
Total:	616.37	*Vendor Total				
Office Depot						
035720						
Office Supplies	57.96	01-440-4411	Office Expenses	2051552955	4/11/2017	04/17/2017
Total:	57.96	*Vendor Total				
Office Depot						
039370						
Office Supplies	26.25	01-430-4411	Office Expenses	91521956900	4/12/2017	04/17/2017
Office Supplies	26.25	01-441-4411	Office Expenses	91521956900	4/12/2017	04/17/2017
Office Supplies	26.26	01-445-4411	Office Expenses	91521956900	4/12/2017	04/17/2017
Office Supplies	26.25	60-445-4411	Office Expenses	91521956900	4/12/2017	04/17/2017
Total:	105.01	*Vendor Total				
Patten Industries, Inc.						
030840						
Inspect Transfer Switch	158.00	01-445-4530	Public Grounds Rpr & Mtce	600262701	4/10/2017	04/17/2017
Generator Work/NAPD	2,579.00	01-445-4520	Public Buildings Rpr & Mtce	600262701	4/10/2017	04/17/2017
Total:	2,737.00	*Vendor Total				
Performance Chemical & Supply, Inc.						
048030						
Custodial Supplies/NAPD	463.12	01-445-4421	Custodial Supplies	209980	4/10/2017	04/17/2017
Custodial Supplies/NAPD	85.09	01-445-4421	Custodial Supplies	210031	4/10/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	548.21	*Vendor Total				
Petty Cash						
000900						
Donuts/Coffee w/Mayor	13.65	01-410-4799	Misc. Expenditures	04172017-0014	4/12/2017	04/17/2017
Mileage	76.56	01-430-4370	Conferences & Travel	04172017-0024	4/12/2017	04/17/2017
Postage	6.65	01-430-4505	Postage	04172017-0034	4/12/2017	04/17/2017
Plat Recordings	4.00	01-430-4799	Misc.	04172017-0044	4/12/2017	04/17/2017
Lunch Meeting/Zabel	13.44	01-441-4390	Dues & Meetings	04172017-0054	4/12/2017	04/17/2017
Donuts/CD Meeting	12.82	01-441-4799	Misc. Expenditures	04172017-0064	4/12/2017	04/17/2017
Misc. Tools & Supplies	21.61	01-445-4510	Equipment/IT Maint	04172017-0074	4/12/2017	04/17/2017
IEPA Certification Reimb	30.00	60-445-4380	Training	04172017-0084	4/12/2017	04/17/2017
KCWA Luncheon (2)	40.00	60-445-4390	Dues & Meetings	04172017-0094	4/12/2017	04/17/2017
Misc Cleaning Supplies/Tmt Plants	42.33	60-445-4567	Treatment Plant Repair/Maint	04172017-0104	4/12/2017	04/17/2017
First Aid Supplies/Tmt Plants	46.53	60-445-4799	Misc. Expenditures	04172017-0114	4/12/2017	04/17/2017
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Total:	307.59	*Vendor Total				
Phil Jungels						
039230						
Meeting Fees (2)	100.00	01-439-4015	Police Csn Mtgs-per Diem	12/14 - 3/28	4/12/2017	04/17/2017
<hr/>						
Total:	100.00	*Vendor Total				
Pitney Bowes Inc.						
017470						
Postage Meter Rental 1/1 - 3/31	45.00	01-430-4505	Postage	1003515478-C	4/11/2017	04/17/2017
Postage Meter Rental 1/1 - 3/31	45.00	01-441-4505	Postage	1003515478-C	4/11/2017	04/17/2017
Postage Meter Rental 1/1 - 3/31	45.00	01-445-4505	Postage	1003515478-C	4/11/2017	04/17/2017
Postage Meter Rental 1/1 - 3/31	45.00	60-445-4505	Postage	1003515478-C	4/11/2017	04/17/2017
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Total:	180.00	*Vendor Total				
Randall Pressure Systems Inc.						
032030						
(5) Tank Valves	12.30	01-445-4510	Equipment/IT Maint	09885	4/10/2017	04/17/2017
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Total:	12.30	*Vendor Total				
Ray O'Herron Co Inc						
000940						
New Patches/Jensen	40.00	01-440-4160	Uniform Allowance	1716317	4/11/2017	04/17/2017
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Total:	40.00	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Comm Dev	523.66	01-441-4255	Engineering	25698 cd	4/11/2017	04/17/2017
Public Works	514.03	01-445-4255	Engineering	25698 pwks	4/11/2017	04/17/2017
Sanitary Sewer	322.00	18-445-4255	Engineering	25698 san swr	4/11/2017	04/17/2017
Water Bond Certificate	299.00	60-445-4255	Engineering	25698 wtr bnc	4/11/2017	04/17/2017
Sanitary Sewer Upgrades	684.62	18-445-4255	Engineering	25699 sswr	4/11/2017	04/17/2017
Lot Grading	506.00	01-441-4255	Engineering	25700 lt grdn	4/11/2017	04/17/2017
NPDES Stormwater	3,073.75	01-445-4255	Engineering	25701 npdes s	4/11/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Sperry Redev/Riverwoods	1,259.87	01-441-4255	Engineering	25702 sperry	4/11/2017	04/17/2017
Rndl Rd Resurf/Phase 2	1,127.00	10-445-4255	Engineering	25703 rndl rd	4/11/2017	04/17/2017
AMC Dolan Redevelopment	170.10	90-000-E223	310 S Lincolnway	25704 amc do	4/11/2017	04/17/2017
Airport Road Improvements	7,378.87	21-450-4255	Engineering	25705 arprt rd	4/11/2017	04/17/2017
Springs @ Orchard/Continental	1,571.23	90-000-E222	Springs at Orchard Rd	25706 springs	4/11/2017	04/17/2017
Automall Water Tower Painting	895.67	60-445-4255	Engineering	25707 wtr twr	4/11/2017	04/17/2017
Smoketree/Phase 3	1,584.08	12-438-4255	Engineering	25708 smktr	4/11/2017	04/17/2017
Valley Green Warehouse Dev	246.00	90-000-E225	Valley Green Redevelopment	25709 vly grn	4/11/2017	04/17/2017
Chlorination Equipt Upgrades/MIOX	712.87	60-445-4255	Engineering	25710 chlorin	4/11/2017	04/17/2017
2016 Sanitary Sewer TV	2,627.75	18-445-4255	Engineering	25711 sswr tv	4/11/2017	04/17/2017
2017 Watermain/Cherrytree	14,446.15	60-460-4255	Engineering	25712 wtrmn	4/11/2017	04/17/2017
2017 Street Program	5,716.25	21-450-4255	Engineering	25713 str	2014/11/2017	04/17/2017
Windstone/DR Horton	136.13	01-441-4255	Engineering	25714 wndstn	4/11/2017	04/17/2017
Randall Highlands Hotel	728.00	90-000-E055	NA Lodging 1, LLC	25715 hotel	4/11/2017	04/17/2017
Total:	44,523.03	*Vendor Total				
Ryan Herco Products, Corp.						
044700						
Trans Pump Repair	106.89	60-445-4567	Treatment Plant Repair/Maint	8639952	4/11/2017	04/17/2017
Total:	106.89	*Vendor Total				
Sean McCoy						
034810						
Training Reimb	34.23	01-440-4380	Training	03122017	4/11/2017	04/17/2017
Total:	34.23	*Vendor Total				
Secretary of State						
002690						
Notary Renewal/Murray	10.00	01-410-4799	Misc. Expenditures	notary/murray	4/11/2017	04/17/2017
Total:	10.00	*Vendor Total				
SFVCTC						
027530						
4th Qtr 2016/Cable Franch Fee	23,413.76	01-490-4789	Public Access Cable	NA4Q2016	4/12/2017	04/17/2017
Total:	23,413.76	*Vendor Total				
Sign-A-Rama						
029780						
Traffic Signs/Fox Metro Project	297.81	01-445-4507	Printing	11088	4/11/2017	04/17/2017
Total:	297.81	*Vendor Total				
SmithAmundsen LLC						
039030						
General Legal/March 2017	141.00	01-430-4260	Legal	519989 gen	4/11/2017	04/17/2017
Legal/Local 150	799.00	01-445-4260	Legal	519989 loc	15 4/11/2017	04/17/2017
Total:	940.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Somonauk Water Lab, Inc.						
030510						
Monthly Coliform Samples	218.50	60-445-4562	Testing (water)	170320	4/11/2017	04/17/2017
Total:	218.50	*Vendor Total				
Speer Financial, Inc.						
011710						
2017 FA Services	15,500.00	60-445-4263	Bond Issuance Costs	33-17-001	4/10/2017	04/17/2017
Auction/OOP Services	5,165.18	60-445-4263	Bond Issuance Costs	33-17-002	4/10/2017	04/17/2017
Total:	20,665.18	*Vendor Total				
St. Charles Trading, Inc.						
033210						
Salt for MIOX @ Treatment Plants	3,000.25	60-445-4438	Salt - Treatment	IN1710928	4/10/2017	04/17/2017
Total:	3,000.25	*Vendor Total				
Stecklein, Robyn						
022080						
Training Reimb/Human Trafficking	12.00	01-440-4380	Training	04052017	4/10/2017	04/17/2017
Total:	12.00	*Vendor Total				
Temco						
022130						
Amber Lights/Accessories/PW Trucks	143.43	01-445-4511	Vehicle Repair and Maint	AT25952	4/11/2017	04/17/2017
Total:	143.43	*Vendor Total				
Teska Associates, Inc.						
024820						
TIF Analysis	840.00	12-438-4280	Professional/Consulting Fees	7624	4/11/2017	04/17/2017
Total:	840.00	*Vendor Total				
Traffic Control & Protection						
021520						
(2) Yield Signs	78.60	01-445-4545	Traffic Signs & Signals	89224	4/10/2017	04/17/2017
Total:	78.60	*Vendor Total				
Trek Real Estate Group						
051560						
Bond Return/2964 Carlisle	5,000.00	90-000-2225	Due To Others - Damage Bond	P#201503036	4/11/2017	04/17/2017
Bond Return/2911 Hampton	5,000.00	90-000-2225	Due To Others - Damage Bond	P#201503037	4/11/2017	04/17/2017
Total:	10,000.00	*Vendor Total				
Voiance Language Service LLC						
05015						
Language Line	3.75	01-440-4652	Communications	596158	4/10/2017	04/17/2017

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
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Total:	3.75	*Vendor Total				
Waste Management						
016240						
Waste Stickers (2000)	7,220.00	01-000-2217	Waste Management Escrow	36740592011	4/11/2017	04/17/2017
Total:	7,220.00	*Vendor Total				
Weible & Cahill						
000520						
Notary Bond Renewal/Murray	30.00	01-410-4799	Misc. Expenditures	124388	4/11/2017	04/17/2017
Total:	30.00	*Vendor Total				
Weldstar Company						
014090						
Quarterly Cylinder Rental	90.00	01-445-4510	Equipment/IT Maint	01582357	4/11/2017	04/17/2017
Total:	90.00	*Vendor Total				
West Aurora School Dist 129						
019560						
Land/Cash Sep 2016 - Feb 2017	3,544.30	91-000-2228	District 129 Escrow	001	4/11/2017	04/17/2017
Land/Cash Sep 2016 - Feb 2017	3,766.00	91-000-2229	Dist 129 Impact Fee Escrow	002	4/11/2017	04/17/2017
Total:	7,310.30	*Vendor Total				
Winzer Corporation						
047560						
Lube/Phenom Disinfectant	74.84	01-445-4511	Vehicle Repair and Maint	5821095	4/10/2017	04/17/2017
Drain Cleaner	112.86	01-445-4421	Custodial Supplies	5828641	4/10/2017	04/17/2017
Total:	187.70	*Vendor Total				
Xerox Corporation						
040890						
Copier Maintenance/March 2017	85.00	01-440-4510	Equipment/IT Maint	088615711	4/11/2017	04/17/2017
Total:	85.00	*Vendor Total				
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Report Total:	487,189.31					



MEMORANDUM

TO: North Aurora Village Board

FROM: Kevin Drendel

DATE: February 9, 2017

RE: Oberweis Land Swap

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I am supplying this memo with my analysis along with a resolution for consideration by the Village Board in regard to the proposed land swap with Oberweis. The land swap grows out of discussions involving the Oberweis property at the north east corner of Randall Road and Ice Cream Drive and the Village wetland property immediately to the north along Randall Road. Oberweis has desired to develop that property for many years, and Village staff has been eying the wetland property as the best site for another well on the west side.

It just so happens that Oberweis needs a sliver of Village property to make its proposed development of that property work without having to obtain off-site storm water facilities or to obtain storm water credits to make the site work. By obtaining a sliver (.4 acre) piece of the wetland property the Village owns, Oberweis can do the project using storm water detention that is fully on site, using the sliver of Village property to provide for the off-site outfall.

The sliver of Village property is of no use to the Village whatsoever, other than as open space and part of the wetland property. Conveying that sliver of property to Oberweis will allow Oberweis to develop its property while maintaining the character of that sliver of property exactly as it is today, which is a part of the wetland. The character of the use of the property will not change whatsoever, so the Village will not be losing anything by transferring that property to Oberweis.

On the other hand, the little piece of property the Village obtains from Oberweis (.1 acre) provides an incrementally greater benefit to the Village than the value of the sliver of property being given up. Though the property the Village will obtain is smaller than the silver of property the Village is giving up, it is strategically located immediately adjacent to Randall Road and the Randal Road right-of-way and will allow the Village to gain immediate access to the future well site without having to obtain an easement or travel across private (Oberweis) property. More importantly, however that small piece of property allows the Village to shift the well location south just enough so that it will avoid the need for obtaining a more impactful permit from the Army Corp of Engineers which would require greater cost, delay and more administrative burden. In that respect, though the property the Village will obtain in an exchange is smaller than the property the Village will give up, it has much greater value to the Village than the property given up.





## MEMORANDUM

Finally, and just as significantly, part of the exchange will include a 50' x 100' temporary construction easement on the Oberweis property. This will allow the Village to stage the construction of the Well on the Oberweis property, rather than the wetland property, which also lessens the impact wetland governed by the Army Corp, and allows the Village to proceed with the Well without undue expense, delay or administrative burden.

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VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

RESOLUTION NO. \_\_\_\_\_

---

**RESOLUTION TO HOLD A PUBLIC HEARING ON APRIL 3, 2017**  
**FOR THE PROPOSED EXCHANGE OF LAND BETWEEN**  
**THE VILLAGE OF NORTH AURORA AND OBERWEIS, DAIRY INC.**

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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 \_\_\_\_\_



**VILLAGE OF NORTH AURORA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO HOLD A PUBLIC HEARING ON APRIL 3, 2017  
FOR THE PROPOSED EXCHANGE OF LAND BETWEEN  
THE VILLAGE OF NORTH AURORA AND OBERWEIS, DAIRY INC.**

**WHEREAS**, Oberweis, Dairy, Inc. owns a parcel of property immediately east and adjacent to Randall Road and the Randall road right-of-way and north of Ice Cream Drive legally describes in the document attached hereto and incorporated herein by referenced as Exhibit A (hereinafter the “Oberweis Parcel”);

**WHEREAS**, The Village North Aurora owns a parcel of property east of Randall Road and north of Ice Cream Drive legally described in the document attached hereto and incorporated herein by reference as Exhibit B (herein after the “Village Parcel”) for which the Village has no present or future use; and

**WHEREAS**, Oberweis desires to obtain the Village Parcel, being a parcel immediately adjacent to a larger tract of land owned by Oberweis; and

**WHEREAS**, the Village desires to obtain the Oberweis Parcel, being a parcel having access immediately adjacent to Randall Road and the Randall Road right-of-way, that will provide direct access to the future well site and lessen the administrative burden, delay and permit cost for the will by allowing the Village to obtain a lesser impact permit from the Army Corps of Engineers; and

**WHEREAS**, the value of the Oberweis Parcel that the Village is proposing to obtain in exchange for the Village Parcel is at least the same value as the Village Parcel proposed to be transferred to Oberweis or greater; and

**WHEREAS**, the exchange of parcels being proposed is believed to be in the best interest of the Village of North Aurora.

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

1. A public hearing shall be conducted at 7:00 pm on April 3, 2017, at the Village Board Meeting Room at the North Aurora Village Hall at 25 East State Street, North Aurora, Illinois 60542, for the purpose of entertaining the proposal for the exchange of the Oberweis Parcel identified in Exhibit A and the Village Parcel identified in Exhibit B on such terms and conditions as might be determined by the President and the Board Trustees.

2. The Village Administrator is hereby authorized and directed to publish notice in a newspaper of general circulation in the Village of North Aurora, Kane County giving notice of the date time and place of the public hearing, setting forth the legal descriptions of the properties to be considered for exchange and proposed terms and conditions of the exchange.

**VILLAGE OF NORTH AURORA**

3. The proposed terms and conditions of the exchange are as follows:
- a) Each party shall be responsible for its own attorney's fees and cost;
  - b) The Village has obtained and will provide legal descriptions and a plat of survey showing both parcels to be exchanged;
  - c) The exchange shall be a swap in kind with no additional exchange of funds from either party to the other;
  - d) The grant of a temporary construction easement of approximately fifty feet (50') by one hundred feet (100') on the Oberweis property for staging the construction of a well; and
  - e) The parties shall enter into an agreement if the proposal is approved pursuant to a standard form contract of the type and subject to the terms that are usual and customary in the area in a form to be approved by Ordinance containing these terms and conditions, as modified in the discretion and determination of the President and Board of Trustees and any additional terms and conditions determined to be in the best interest of the Village of North Aurora.
4. This resolution shall take full force and effect from and after its approval

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2017

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2017

|              |       |                |       |
|--------------|-------|----------------|-------|
| 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

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_  
Village Clerk



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

**ORDINANCE NO. \_\_\_\_\_**

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**ORDINANCE APPROVING THE EXCHANGE OF LAND  
BETWEEN THE VILLAGE OF NORTH AURORA AND  
THE JAMES D. OBERWEIS LIVING TRUST DATED 7/11/2003**

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**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. \_\_\_\_\_**

**ORDINANCE APPROVING THE EXCHANGE OF LAND  
BETWEEN THE VILLAGE OF NORTH AURORA AND  
THE JAMES D. OBERWEIS LIVING TRUST DATED 7/11/2003**

**WHEREAS**, the James D. Oberweis Living Trust dated 7/11/2003 (the “Trust”) owns a parcel of property immediately east and adjacent to Randall Road and the Randall road right-of-way and north of Ice Cream Drive legally described in the document attached hereto and incorporated herein by referenced as Exhibit “A” (hereinafter the “Trust Parcel”);

**WHEREAS**, The Village North Aurora owns a parcel of property east of Randall Road and north of Ice Cream Drive legally described in the document attached hereto and incorporated herein by reference as Exhibit “B” (herein after the “Village Parcel”) for which the Village has no present or future use; and

**WHEREAS**, Oberweis desires to obtain the Village Parcel, being a parcel immediately adjacent to a larger tract of land owned by the Trust; and

**WHEREAS**, the Village desires to obtain the Trust Parcel, being a parcel having access immediately adjacent to Randall Road and the Randall Road right-of-way, that will provide direct access to the future well site and lessen the administrative burden, delay and permit cost for the will by allowing the Village to obtain a lesser impact permit from the Army Corps of Engineers; and

**WHEREAS**, the value of the Trust Parcel that the Village is proposing to obtain in exchange for the Village Parcel is at least the same value as the Village Parcel proposed to be transferred to the Trust or greater; and

**WHEREAS**, the exchange of real estate between a municipality and a private party is authorized by Section 11-76.2.1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-76.2.1 et seq.) (“Exchange Act”) consistent with the provisions of the Exchange Act; and

**WHEREAS**, Resolution No. R17-03-06-02 was approved on March 6, 2017, proposing the exchange of land as described herein and setting a date for public hearing on April 3, 2017, notice of the public hearing was published in a newspaper of general circulation in the Village on March 15, 2017, and the public hearing was conducted in keeping with the Resolution and the notice on April 3, 2017, all in accordance with the Exchange Act; and

**WHEREAS**, the President and Board of Trustees have determined that the exchange of parcels 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 incorporated herein as the material findings of the President and Board of Trustees.

2. The exchange of the Village Parcel for the Trust Parcel pursuant to the terms and conditions contained in this Ordinance is hereby approved.

3. The following terms and conditions of the exchange shall be incorporated into a Contract substantially similar to the contract form attached hereto and incorporated herein by reference as Exhibit "C":

- a) Each party shall be responsible for its own attorney's fees and cost;
- b) The exchange shall be completed in accordance with the plat of survey attached hereto and incorporated herein by reference as Exhibit "D" showing both parcels to be exchanged;
- c) The exchange shall be a swap in kind with no additional exchange of funds from either party to the other; and
- d) The grant of a temporary construction easement of approximately fifty feet (50') by one hundred feet (100') on the Trust property for staging the construction of a well.

4. The Village Administrator is hereby authorized and directed to sign a contract with all the terms and conditions identified herein and in substantially the same form as Exhibit C, and the Village Administrator and Village Attorney, and/or their agents and designees, are hereby authorized and directed to take all the actions necessary and appropriate to complete the transaction pursuant to the terms of this Ordinance and the contract.

5. This Ordinance shall take full force and effect from and after its passage, approval and publication as required by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2017

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2017

|              |       |                |       |
|--------------|-------|----------------|-------|
| 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

\_\_\_\_\_  
Dale Berman, Village President

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

**Parcel of Property owned by the**  
**James D. Oberweis Living Trust dated 7/11/2003**

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 00°23'21" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89°27'18" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER. 2717.46 FEET TO A POINT .30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD, THENCE SOUTHERLY, CONCENTRIC WITH THE CENTER LINE OF RANDALL ROAD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.1.3 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°5.3'05" EAST, PARALLEL WITH SAID CENTER LINE 5.31.5.3 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 62.55 FEET; THENCE NORTH 89°27'18" EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION, 25.15 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89°27'18" EAST, ALONG SAID PARALLEL LINE, 138.16 FEET; THENCE SOUTH 09°39'3.3" EAST, 28.00 FEET; THENCE SOUTH 86°04 '48" WEST, 140.00 FEET; THENCE NORTHERLY, 36.00 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5784.65 FEET HAVING A CHORD BEARING OF NORTH 05°0.3'49" WEST AND A CHORD DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

## EXHIBIT B

**Parcel of Property owned by**  
**the Village of North Aurora to be conveyed**  
**with a reservation of rights**

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 00°23'21" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89°27'18" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, 2717.46 FEET TO A POINT 30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD; THENCE SOUTHERLY, CONCENTRIC WITH THE CENTER LINE OF RANDALL ROAD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°53'05" EAST, PARALLEL WITH SAID CENTER LINE, 531.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 62.55 FEET, THENCE NORTH 89°27'18" EAST, PARALLEL WITH THE NORTH LINE OF OBERWE/S DAIRY SUBDIVISION 256.76 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 83°28'42" EAST, 243.83 FEET; THENCE NORTH 82°14'58" EAST, 74.57 FEET, THENCE NORTH 84°04'18" EAST, 116.55 FEET; THENCE NORTH 85°12'02" EAST, 131.89 FEET; THENCE NORTH 85°47'16" EAST, 58.47 FEET; THENCE SOUTH 83°12'06" EAST, 9.28 FEET; THENCE SOUTH 50°55'11" EAST, 92.23 FEET TO SAID PARALLEL LINE; THENCE SOUTH 89°27'18" WEST, ALONG SAID PARALLEL LINE, 702.72 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

A UTILITY EASEMENT FOR WATERMAIN PURPOSES IS HEREBY RESERVED FOR THE GRANTOR OVER, UNDER AND UPON THE NORTHERLY 5 FEET OF THE ABOVE DESCRIBED PROPERTY

**EXHIBIT C**

**Form Real Estate Contract**

**REAL ESTATE CONTRACT**

**1. THE PARTIES:**

**The James D. Oberweis Living Trust dated 7/11/2003** (hereinafter "Oberweis")

Address \_\_\_\_\_

**The Village of North Aurora** (hereinafter the "Village")

Address 25 East State Street North Aurora, IL 60542

Oberweis and Village are hereinafter collectively referred to as the "Parties".

**2. THE REAL ESTATE:** For the purposes of this Contract, Real Estate shall be defined to include the real property and all improvements thereon. Village agrees to convey to Oberweis or to Oberweis's designated grantee the parcel of real estate that is approximately 0.4 acres legally described as follows (the "Village Parcel"):

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 00°23'21" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89°27'18" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, 2717.46 FEET TO A POINT 30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD; THENCE SOUTHERLY, CONCENTRIC WITH THE CENTER LINE OF RANDALL ROAD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.13 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°53'05" EAST, PARALLEL WITH SAID CENTER LINE, 5.31.53 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 62.55 FEET, THENCE NORTH 89°27'18" EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION 256.76 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 83°28'42" EAST, 243.83 FEET; THENCE NORTH 82°14'58" EAST, 74.57 FEET, THENCE NORTH 84°04'18" EAST, 116.55 FEET; THENCE NORTH 85°12'02" EAST, 131.89 FEET; THENCE NORTH 85°47'16" EAST, 58.47 FEET; THENCE SOUTH 83°12'06" EAST, 9.28 FEET; THENCE SOUTH 50°55'11" EAST, 92.23 FEET TO SAID PARALLEL LINE; THENCE SOUTH 89°27'18" WEST, ALONG SAID PARALLEL LINE, 702.72 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

The Village Parcel shall be conveyed with the following reservation of rights:



A UTILITY EASEMENT FOR WATERMAIN PURPOSES IS HEREBY RESERVED FOR THE GRANTOR OVER, UNDER AND UPON THE NORTHERLY 5 FEET OF THE ABOVE DESCRIBED PROPERTY

Oberweis agrees to convey to Village the parcel of real estate that is approximately 0.1 acres legally described as follows (the "Oberweis Parcel"):

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, THENCE SOUTH 00°23'21" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 175.02 FEET; THENCE SOUTH 89°27'18" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER. 2717.46 FEET TO A POINT .30 FEET EASTERLY OF THE CENTER LINE OF RANDALL ROAD, THENCE SOUTHERLY, CONCENTRIC WITH THE CENTER LINE OF RANDALL ROAD, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5699.65 FEET FOR A DISTANCE OF 96.1.3 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05°5.3'05" EAST, PARALLEL WITH SAID CENTER LINE 5.31.5.3 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, PARALLEL WITH SAID CENTER LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 5759.65 FEET FOR A DISTANCE OF 62.55 FEET; THENCE NORTH 89°27'18" EAST, PARALLEL WITH THE NORTH LINE OF OBERWEIS DAIRY SUBDIVISION, 25.15 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89°27'18" EAST, ALONG SAID PARALLEL LINE, 138.16 FEET; THENCE SOUTH 09°39'3.3" EAST, 28.00 FEET; THENCE SOUTH 86°04 '48" WEST, 140.00 FEET; THENCE NORTHERLY, 36.00 FEET, ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5784.65 FEET HAVING A CHORD BEARING OF NORTH 05°0.3'49" WEST AND A CHORD DISTANCE OF 36.00 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF NORTH AURORA, KANE COUNTY, ILLINOIS.

The Oberweis Parcel and the Village Parcel are hereinafter collectively referred to as the "Parcels"

**3. FIXTURES AND PERSONAL PROPERTY: NOT APPLICABLE**

**4. PURCHASE PRICE:** The Parties acknowledge and agree that the value of the Parcels being exchanged is roughly equivalent in value, taking into consideration the relative importance of each parcel of property to the other, and, therefore, no funds shall be exchanged with the exchange of the Parcels.

**6. CLOSING:** The Closing shall be on \_\_\_\_\_, 2017, or by mutual agreement of the parties at Village's title company or office of Village's attorney in the county in which the property is located or as otherwise agreed. Possession shall be tendered at time of closing. THE CLOSING AND POSSESSION DATE IS LEGALLY SIGNIFICANT TO OBERWEIS AND VILLAGE. THE PARTIES UNDERSTAND THAT WHEN THIS CONTRACT IS SIGNED BY BOTH OBERWEIS AND VILLAGE THE CLOSING AND POSSESSION DATE MAY ONLY BE CHANGED BY MUTUAL AGREEMENT OF PARTIES.

**7. REAL ESTATE BROKER'S COMMISSION:** Neither party has retained a real estate broker for the exchange of the Parcels. No real estate brokers are entitled to any commission or fee in connection with the exchange of the Parcels. Both Parties hereby indemnify and hold harmless the other party from and against any liability or claim for a broker's commission or fee.

8. **PLAT OF SURVEY:** The Village has prepared at its expense, and is furnishing a Plat of Survey for both Parcels by an Illinois registered land surveyor..
9. **NOTICE:** All notices required pursuant to this Contract shall be in writing and signed by Village or Oberweis or their attorneys or agents and shall be given by; (a) certified or registered mail, return receipt requested, and sent to the Parties at the addresses recited herein, which notice shall be effective on the date of post mark in the U.S. Mail or (b) personally served on the Village or Oberweis, and a receipt obtained with the date and time of service, which notice shall be effective upon the date of receipt, or (c) transmission of notice between the parties and their attorneys via facsimile or email shall be sufficient, provided that the notice transmitted shall be sent on ordinary business days (Monday through Friday, excluding weekends and legal holidays), during ordinary business hours (9:00 a.m. to 5:00 p.m.) and the original of the document transmitted via facsimile or email shall be sent contemporaneously to the receiving party, postage prepaid first class mail or (d) personal service upon Village or Oberweis, in accordance with the Civil Practice Act of the State of Illinois. Notice to any one of a multiple person party shall be sufficient notice to all. **THE FAILURE OF ANY PARTY TO PROVIDE THEIR ADDRESS HEREIN SHALL BE DEEMED A WAIVER OF THE RIGHT TO RECEIVE NOTICE.**
10. **THE DEEDS.** The Parties shall convey or cause to be conveyed to each other, or to such other grantees as either party shall direct in writing, by a recordable general Quit Claim Deed conveying good, marketable and merchantable title to the Parcels and subject only to the following permitted exceptions described herein, if any, (none of which shall impair the use of the Real Estate as a residence): (a) general Real Estate taxes accrued, but not yet payable at the time of closing, (b) special assessments confirmed after this Contract date, (c) building set-back lines and use or occupancy restrictions, (d) covenants, conditions and restrictions of record provided they are not violated nor contain a reverter or the right of re-entry, (e) zoning laws and ordinances, (f) easements for public utilities, provided they do not underlie existing improvements except fences and portable sheds, and (g) drainage ditches, feeders, laterals and drain tile, pipe or other conduit.
11. **TITLE.** Prior to closing, each party shall furnish or cause to be furnished to other party or the other party's attorney, at each party's expense, a Commitment for Title Insurance issued by a title insurance company licensed to do business in the State of Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over Schedule B General Exceptions in the amount of the purchase price covering the date hereof, subject only to the following (a) permitted exceptions as set forth in Paragraph No. 10, (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, which may be removed by the payment of money at the time of closing (an amount sufficient to secure the release of such title exceptions shall be paid at closing, if necessary, by the respective party), and (c) acts done or suffered by or judgments against the transferee, or those claiming by, through or under the transferee. If the title commitment discloses unpermitted exceptions which are not acceptable to the transferee, then transferor shall have thirty (30) days from the date of delivery thereof to have said exceptions removed, or to have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments and the closing date shall be delayed, if necessary, to allow time to have said exceptions waived. If the transferee fails to have unpermitted exceptions waived, or in the alternative, to obtain a commitment for insurance as specified above as to such exceptions, within the specified time, the transferor may terminate the Contract between Parties, or may elect, upon notice to the transferee within ten (10) days after the expiration of the 30 day period, to take the title as it then is, with the right to deduct from the purchase price prior encumbrances of a definite or ascertainable amount. If the transferee does not elect to accept the Real Estate as provided above, **THIS CONTRACT SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT.**

**12. AFFIDAVIT OF TITLE:** Each Party shall furnish to the other Party at closing an Affidavit of Title covering the date of closing, subject only to those permitted exceptions set forth in Paragraph No. 10, and unpermitted exceptions, if any, as to which the title insurer commits to extend insurance in a manner specified in paragraph No. 11.

**PRORATIONS:** NOT APPLICABLE.

**14. INTERNAL REVENUE CODE REQUIREMENTS:** Parties agree to furnish, execute and deliver all documentation and information to comply with the reporting requirements of Section 6045(e) and Section 1445 of the Internal Revenue Code.

**15. PERFORMANCE AND DEFAULT:** Time is of the essence in this Contract. If either Party fails to perform in accordance with this Contract, then the other Party may pursue any and all legal remedies against the defaulting Party that are available in law and equity. In addition, the non-prevailing Party shall pay all reasonable attorney fees and costs incurred by the prevailing Party in enforcing the terms and provisions of this Contract, including forfeiture or specific performance or any other remedy, or in defending any proceeding to which Oberweis or Village is made a party as a result of any act or omission of the other Party.

**16. DAMAGE OF REAL ESTATE PRIOR TO CLOSING:** If prior to delivery of the deeds hereunder, the Parcels shall be destroyed or materially damaged by fire or other casualty, or the Parcels are taken by condemnation, then either Party shall have the option of terminating this Contract or of accepting the Parcel(s) as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds shall be assigned to the transferee. In no event shall either party be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract, except as modified in this paragraph.

**17. REPRESENTATIONS:** Each party, and its beneficiaries, or agents, warrant that no notice has been received from any state or local governmental authority of any zoning, building, fire or health code violations, or of any pending rezoning, or of any special assessment proceedings affecting the Parcels.

**18. CONDITION OF REAL ESTATE AND INSPECTION.** Each Party has had the opportunity to inspect the Parcels prior to approval of this Contract knows or should know the condition of the Property. IT SHALL BE CONCLUDED THAT THE CONDITION OF THE PARCELS SATISFACTORY TO EACH TRANSFEREE PARTY; AND TRANSFEROR PARTY SHALL HAVE NO RESPONSIBILITY WITH REFERENCE THERETO.

**19. REAL ESTATE SETTLEMENT PROCEDURES ACT OF 1974:** The Oberweis and Village will comply with the Real Estate Settlement Procedures Act of 1974, as amended, and will furnish all information required for compliance therewith.

**20. ESCROW CLOSING:** This sale shall be closed through an escrow with the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, the payment of the delivery of deed and other documents required to be delivered by this Contract, shall be made through the escrow. The cost of the escrow shall be shared equally by the parties.

**21. FLOOD PLAIN:** NOT APPLICABLE.

**VILLAGE OF NORTH AURORA**

**22. DATE OF THE CONTRACT AND SIGNATURES:** The date of the Contract shall be deemed to be the date of acceptance. Facsimile signatures shall be sufficient for purposes of executing, negotiating and finalizing this Contract.

**23. REVIEW BY ATTORNEY:** NO ATTORNEY REVIEW OR MODIFICATION SHALL TAKE PLACE AFTER THIS CONTRACT IS SUBMITTED WITH A BID BY THE OBERWEIS, EXCEPT AS AGREED IN REGARD TO A CLOSING DATE OR OTHERWISE AGREED IN WRITING BY THE PARTIES. The Oberweis shall make every reasonable effort to consult with an Attorney to review the legal rights and responsibilities of the Oberweis under this Contract prior to submitting a bid with this signed Contract. Once a bid is submitted with the signed Contract, no material modifications may be allowed.

Attorneys for the respective Parties will be:

Attorney for  
The James D. Oberweis Living Trust  
dated 7/11/2003:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PH: \_\_\_\_\_  
FAX: \_\_\_\_\_

Village's Attorney:

Kevin G. Drendel  
**DRENDEL & JANSONS LAW GROUP**  
111 Flinn Street  
Batavia, IL 60510-6808  
PH: (630) 406-5440  
FAX: (630) 406-6179

Date of Offer \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ of \_\_\_\_\_ Acceptance

**JAMES D. OBERWEIS LIVING TRUST  
DATED 7/11/2003**

**VILLAGE OF NORTH AURORA**

**BY:** \_\_\_\_\_  
**Trustee**

**By** \_\_\_\_\_  
**Steve Bosco its Administrator**

Federal Tax I.D. # \_\_\_\_\_

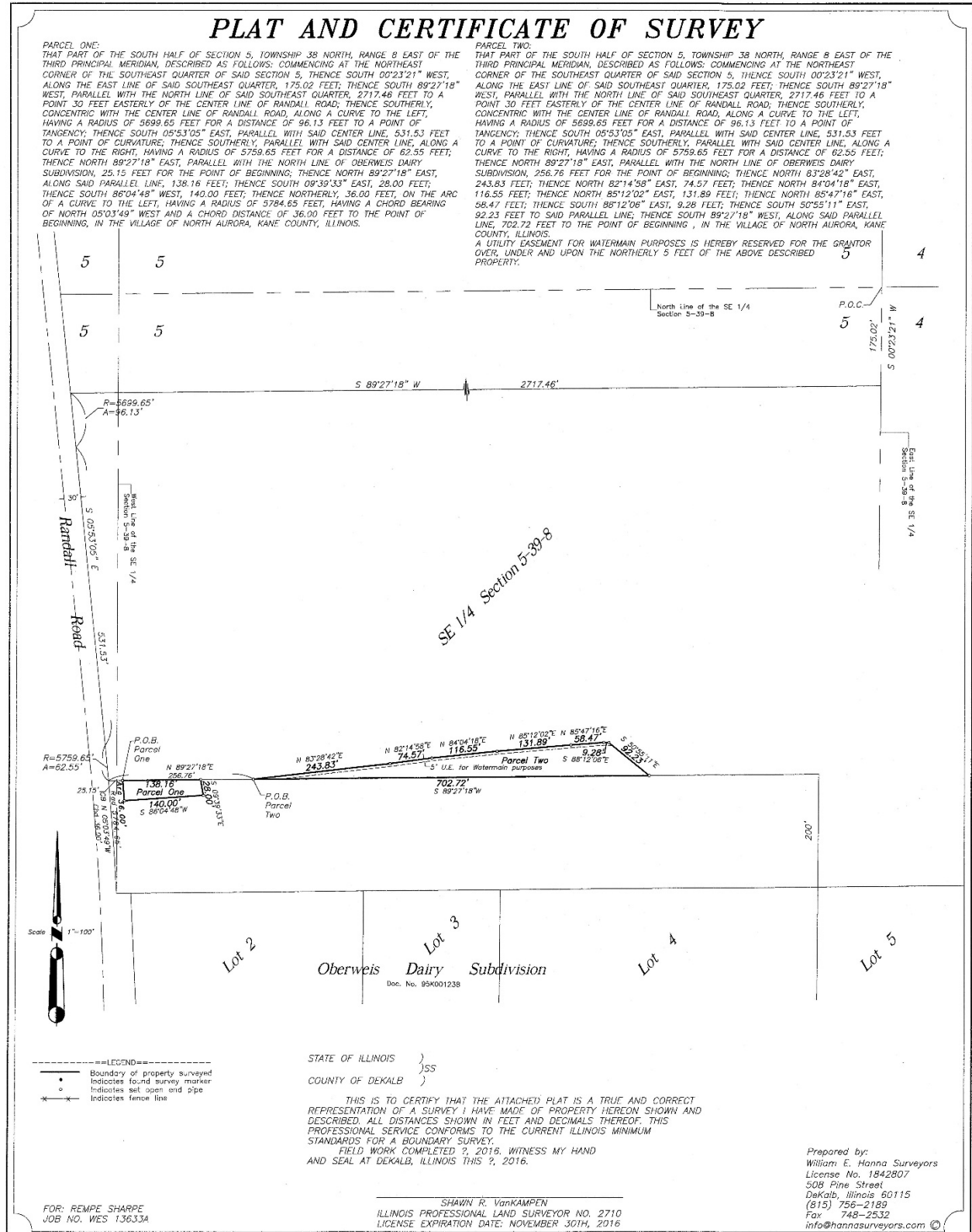
Federal Tax I.D. # \_\_\_\_\_

# VILLAGE OF NORTH AURORA

## EXHIBIT D

S:\autocad\13600\13633A.dwg, 7/21/2016 10:40:05 AM

### Plat of Survey of Parcels to Be Exchanged



# Memorandum



**To:** Steve Bosco, Village Administrator  
**From:** David Hansen, Administrative Intern  
**Date:** 4-13-2017  
**Re:** MetroNet Cable Franchise Agreement

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MetroNet has reached out to the Village regarding providing phone, internet, and cable services to the community. According to MetroNet, they are a customer-focused company that provides cutting-edge fiber optic communication services, including high-speed Fiber Internet, full-featured Fiber Phone, and Fiber IPTV with a wide variety of programming. All of MetroNet's services are delivered across their 100% fiber optic network. MetroNet plans to have local offices, in or near North Aurora that are staffed with associates and technicians who live in the communities they serve.

MetroNet provides the same services (cable, phone, and internet) as Comcast and AT&T U-verse. As part of the local franchising agreement, state law requires an equal playing field in terms and conditions provided. Since MetroNet is seeking a local franchise agreement they will need to abide by the similar requirements and features as the franchise agreement with Comcast that was recently approved by the Village Board. Some features included HD PEG access, right-of-way (ROW) legal requirements, and essentially building out the Village to its entirety. In comparison, AT&T receives their franchise authority through the state and do not have the same build-out requirements.

Staff has worked with MetroNet and Village attorney to draft up a non-exclusive local franchise agreement with MetroNet. This topic was discussed at the April 3, 2017 Committee of the Whole meeting and there were no concerns from the Village Board. The non-exclusive local franchise agreement with MetroNet was originally 6.5 years; expiring on December 31, 2023. After the Village Board's discussion at the April 3, 2017 COW meeting, MetroNet has requested to extend the agreement to 10 years so their agreement is in line with the Comcast agreement. The 10 year agreement would expire on March 31, 2027.

MetroNet provided exhibit A to the agreement, a map of the initial build-out area, however, there are small changes that are being made to the final version. Those changes include redrawing North Aurora's Boundary Line to include the Springs Development on Oak Street and to show that the subdivisions of Randall Highlands and Summerwind will be under consideration to include in the initial build-out or soon after. The agreement can be approved pending the final exhibit to be submitted.

Attached is the MetroNet Cable Franchise Agreement and an ordinance approving the franchise agreement.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

Ordinance No. \_\_\_\_\_

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**ORDINANCE APPROVING A CABLE FRANCHISE AGREEMENT  
WITH CMN-RUS, INC. (METRONET)**

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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 \_\_\_\_\_

**VILLAGE OF NORTH AURORA**

**ORDINANCE NO.**

**ORDINANCE APPROVING A CABLE FRANCHISE AGREEMENT  
WITH CMN-RUS, INC. (METRONET)**

**WHEREAS**, CMN-RUS, Inc. ("Metronet") is a cable company desiring to have a franchise in the Village of North Aurora, Illinois; and

**WHEREAS**, Metronet has negotiated a cable franchise agreement with the Village staff ("Franchise Agreement") authorizing Metronet to serve the Village and to operate and maintain a cable television system within the jurisdictional limits of the Village consistent with the Franchise Agreement and the Cable Communications Policy Act of 1984 (47 U.S.C. 521 et seq.); and

**WHEREAS**, a public hearing has been held to consider the cable franchise needs of the community; and

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interests of the Village to approve the Franchise Agreement as negotiated.

**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 Cable Television Franchise Agreement By and Between the Village of North Aurora and CMN-RUS, Inc. in the form attached hereto and incorporated herein by reference as Exhibit "A" is hereby approved, subject to approval of the map exhibit of the initial required coverage area consistent with the Cable Act law for coverage required of a cable provider that is a second market entrant, which exhibit shall be approved by the Village Administrator and attached to the Agreement.

3. The Village President or his designee is hereby authorized and directed to execute the Agreement with the approved map exhibit on behalf of the Village of North, and Village staff are hereby authorized and directed to take all necessary and appropriate actions to implement the agreement as written and approved.

4. 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.



**VILLAGE OF NORTH AURORA**

4. 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 \_\_\_\_\_

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:

\_\_\_\_\_  
Lori Murray, Village Clerk

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
VILLAGE OF NORTH AURORA, ILLINOIS  
And  
CMN-RUS, Inc.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Village of North Aurora, Illinois (hereinafter, the “Village”) and CMN-RUS, Inc., (hereinafter, “Grantee”) this April day of 17, 2017 (the “Effective Date”).

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of the Cable Act, the Illinois Constitution of 1970, including the Village’s home rule powers, and the Illinois Municipal Code, as amended from time to time, and shall be governed by the Cable Act and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

“Cable Operator” means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the

Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Code" means the Village of North Aurora Municipal Code.

“Customer” or “Subscriber” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean CMN-RUS, Inc.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. In the

event there is or becomes a conflict between the lists herein described and then applicable generally accepted accounting principles, the latter shall prevail. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues*, CSR 5282-R, *Memorandum Opinion and Order*, 16 FCC Rcd. 18192 (2001), and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area set forth in Exhibit A.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

“Public Way” shall mean the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

“Qualified Household” shall mean any single family residential home where a resident has agreed in writing to Grantee’s standard terms and conditions of service including, if applicable, any reasonable deposit requirements and standard installation fees, as a condition of requesting Cable Service from Grantee.

"Right of Way Ordinance" shall mean Title 12 Chapter 20, of the Code, as amended from time to time.

“Standard Installation” means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Southwest Fox Valley Cable and Telecommunications Consortium" or "Consortium" is the designee of the Village with respect to the operation of Public, Educational and Government Access Programming and related activities and the performance of duties described in that certain Intergovernmental Agreement by and between the members of said Consortium, as amended from time to time.

“Village” means the Village of North Aurora, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Video Programming” or “Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **SECTION 2: Grant of Authority**

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Ordinance No. 04-17-17-\_\_\_, the Village hereby grants to the Grantee, subject to the terms of this Agreement, a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be from the Effective Date through and including March 31, 2027, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service. In the event this Franchise expires without being renewed or terminated, the terms and conditions described herein shall continue to apply on a month-to-month basis, as long as negotiations continue in good faith and until such time when the franchise is renewed.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law promptly notify the Grantee, or require the Grantee to be notified, and include a copy of such application.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Right of Way Ordinance as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### 3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds. Grantee acknowledges that if the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, and no public or private funds are allocated for the project within the meaning of the preceding sentence, Grantee shall be responsible for the costs of relocating Grantee's aerial facilities if the Village directs Grantee and other users of the Public Way to perform such relocation, and the Village shall have no financial responsibility in connection therewith.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

3.4 Restoration of Private Property. The Grantee shall remove all excess material and restore all turf and terrain and other property within ten (10) business days after any parcel of private property adjacent to the Public Way is disturbed, damaged or destroyed due to construction

or maintenance by the Grantee, all to the satisfaction of the Village engineer. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the private property to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section shall be extended a reasonable term by the Village engineer for good cause, as determined in his/her reasonable discretion.

#### **SECTION 4: Service Obligations**

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and, upon completion of construction, will be capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. After completion of Construction, the Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every new or existing residential home within the Franchise Area where a minimum of fifteen (15) Qualified Households have requested Cable Service within 1200 feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

|                 |                                   |                    |
|-----------------|-----------------------------------|--------------------|
| Children        | General Entertainment             | Family Oriented    |
| Ethnic/Minority | Sports                            | Weather            |
| Educational     | Arts, Culture and Performing Arts | News & Information |

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice

of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement. Notwithstanding the foregoing, the timing of the issuance of any notice referred to in this Section 4.5 or the failure to issue the same shall not affect in any way the validity of any annexation, planned unit development ordinance, or other development-related approval issued by the Village.

#### 4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), and to the extent requested by any eligible governmental entity, Grantee shall provide complimentary Basic Cable Service and a free Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Title 5, Chapter 5.50 of the Village of North Aurora Municipal Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

### **SECTION 5: Oversight and Regulation by Village**

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of



Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues. In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village nor more than one hundred eighty (180) days from the receipt of such notice) to effectuate any changes necessary to begin the collection of such increased Franchise Fee or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems

to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. Notwithstanding the foregoing, nothing in this Agreement shall limit or prevent the Village from complying with its obligations under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or any reasonably similar law, nor shall any provision of this Agreement prevent the Village from complying with its obligations pursuant to any subpoena or discovery request directed to the Village.

#### **SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Metronet Holdings, LLC.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration

of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

## **SECTION 7: Insurance and Indemnity**

7.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Title 12, Chapter 12.20 of the Village of North Aurora Municipal Code. The Grantee shall indemnify and hold harmless the Village from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising from the Grantee's construction and operation of its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. **PEG Capacity.** The Grantee shall provide capacity for the Village's noncommercial Public, Educational and Governmental Access Programming through Grantee's Cable System consistent with the requirements set forth herein. As of the Effective Date of this Agreement, the Village utilizes no PEG Access Channel. The Grantee shall provide the Village with three (3) PEG Access Channels upon 180 days prior written request of the Village for (1) Government Access, (2) Public Access, and (3) Educational Access, including programming produced by and/or for Waubensee Community College. Unless otherwise agreed to by the Village and the Grantee to the extent required by applicable law, the PEG Access Channel shall be carried on the Grantee's Basic Service tier. The Village's PEG Access Programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time.

8.2. Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use of PEG Access Channel and to promote the use and viewership of the PEG Access Channel in accordance with 47 U.S.C. § 531(d).

8.3. PEG Access Channel Signal Quality. Provided the PEG Access Channel signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG Access Channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.4 PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to fifty-three cents (\$0.53) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge and make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment — for instance, cameras, recording devices, and other video and sound equipment related to PEG program production, or capital repairs to the PEG studio — and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, as long as the Village spends the entire amount collected by the end of the term of this Agreement. Moreover, if the Village chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the Village shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the Village's written request.

8.4.1. For any payments owed by Grantee in accordance with this Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by JPMorgan Chase & Co., or its successor, whichever is higher, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.4.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.5 Rules and Procedures for Use of PEG Access Channels. The Village shall be responsible for establishing and enforcing rules for the non-commercial use the Public, Educational and Governmental Access Channel and to promote the use and viewership of the Channel.

8.6 Allocation and Use of the PEG Channel. The PEG Channel is, and shall be, operated by the Village and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall adopt rules and procedures under which Grantee may use the PEG Channel for the provision of Video Programming if the PEG Channel is not being used for its respective purposes pursuant to Section 611(d) of the Cable Act, 47 U.S.C. §531.

8.7. Editorial Control. Grantee shall not exercise any editorial control over any use of the PEG Channel, nor shall Grantee or its Affiliates incur any criminal or civil liability pursuant to the federal, state or local laws of libel, slander, obscenity, incitement, invasions of privacy, false or misleading advertising, or other similar laws for any programs carried on the PEG Channel.

8.8. PEG Access Channel Signal Quality. Provided the PEG signal feed is delivered by the Village to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.7. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or under-utilized Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days' notice. The programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered fallow time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) consecutive hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

#### 8.8. PEG HD Programming

8.8.1 Annual Meeting to Discuss PEG High-Definition Programming. In recognition of the Village's interest in the future distribution of the PEG Channels in high-definition (HD), Grantee will meet with the Village and/ or its PEG programming designee on an annual basis to discuss:

(i.) The status of each party's respective preparedness to produce and cablecast the PEG Access Programming in HD, taking into consideration the amount of PEG programming being produced in HD versus standard definition (SD).

(ii.) The proportion of channels cablecast in SD versus HD.

(iii.) The percentage of HD subscription penetration across Grantee's subscriber base in the member communities of the Consortium.

8.8.2 PEG Channel Migration from SD to HD. On or after the fifth anniversary date of this Agreement, the parties shall migrate PEG Access Programming from SD to HD, but only if all of the following conditions have been met and notice has been given in writing:

(i.) The Consortium is capable of producing and transmitting PEG programming in HD. For purposes of this Agreement, an HD signal refers to a television signal delivering picture resolution of 720p or 1080i. For the first PEG Channel transitioned to HD, the Channel must include a minimum of five (5) hours per day, seven (7) days per-week of HD PEG programming. Prior to the transition of each additional PEG Channel, the Consortium must accumulate a library containing a minimum of one hundred (100) hours of locally produced, original HD content, per channel.

(ii.) Forty-Two percent (42%) of channels comprising the Basic Service Tier are cablecast in HD. For the purpose of calculating this condition, any networks which are simulcast in HD and SD shall be counted as only one channel.

(iii.) The percentage of HD subscription penetration across the Grantee's subscriber base in the Consortium's member communities is equivalent to eighty percent (80%).

8.8.3. If all of the conditions above have been met, Grantee will be provided up to six (6) months to transition the PEG programming on the eligible PEG Channel to HD.

8.8.4. In no instance, shall the PEG Channels be cablecast in both SD and HD.

8.8.5 In the event the metrics haven't been met by the fifth anniversary of this agreement and upon request, the party which has control over the metric measured by the foregoing conditions shall give the other party notice within thirty (30) days as to whether it has reached attainment or completion of such condition. For example, the Consortium shall give notice to the Grantee for criteria (i) and the Grantee shall give notice to the Village/ City and the Consortium for criteria (ii) and (iii) upon request.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by Title 5, Chapter 5.50 of the Village of North Aurora Municipal Code to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in the Rights-Of-Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the

Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:

The Village of North Aurora  
25 East State Street  
North Aurora, IL 60452  
ATTN: Village Administrator

To the Grantee:

CMN-RUS, Inc.  
8837 Bond Street  
Overland Park, KS 66214  
ATTN: Legal Department

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the



validity of the remaining portions hereof, which other portions shall continue in full force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Kane County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Severability. In the event any provision hereof is nonetheless found by a final, non-appealable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the parties hereto, the parties agree that the change in interpretation and performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order.

10.12 Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this

Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the Village of North Aurora:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For CMN-RUS, Inc.**

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

Name: \_\_\_\_\_

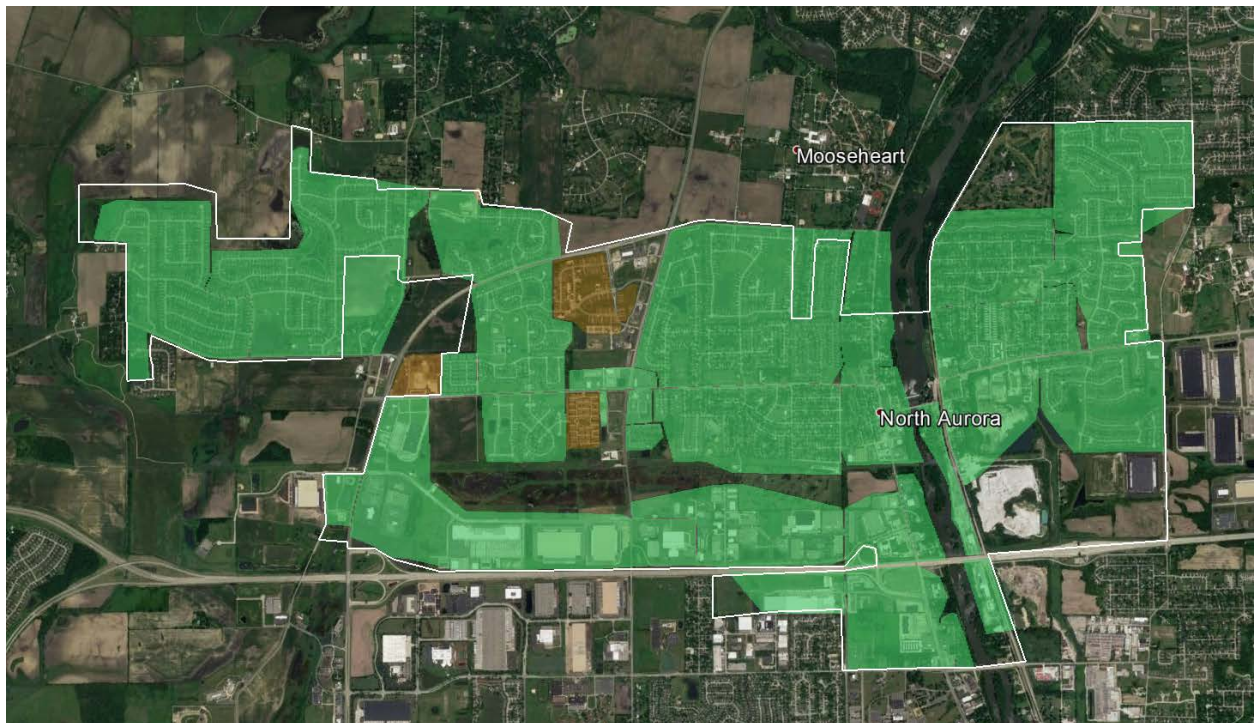
Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
INITIAL FRANCHISE AREA

## EXHIBIT A

### PRELIMINARY MAP OF INITIAL FRANCHISE SERVICE AREA



#### **Legend**

Green – Subject to final network design optimization, areas that Grantee will buildout as part of the Initial Franchise Service Area.

Orange – Subject to final network design optimization and Grantee acquiring rights to use private property, areas that Grantee will buildout as part of the Initial Franchise Service Area.

#### **Notes**

Upon the completion of final network design optimization, Grantee will provide Grantor with a final map to incorporate into this Exhibit A. The final map may be different from the map described above based on actual engineering data, but shall not be substantially different.

For avoidance of doubt, for those areas set forth in orange on the above map, if Grantee is unable to obtain rights to use private property on reasonable terms, Grantee will not be able to buildout those areas.

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** 14 S. LINCOLNWAY TIF FAÇADE GRANT  
**AGENDA:** 4/17/2017 REGULAR VILLAGE BOARD MEETING

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**ITEM**

Resolution approving Route 31 TIF Façade Grant Funding for the property located at 14 S. Lincolnway, North Aurora

**DISCUSSION**

The property owner of 14 S. Lincolnway is requesting \$6,820 in NATIFGP funding for exterior windows. After receiving at least three separate quotes for the project, Window Works provided the lowest bid for the windows (\$13,640). Staff has reviewed the scope of work associated with each bid and recommends moving forward with the lowest bidder for each portion.

The Village Board reviewed the request at the April 3, 2017 Committee of the Whole meeting and recommended that staff forward a resolution for further consideration.

**Attachments:**

1. TIF Façade Grant Application
2. Resolution approving Route 31 TIF Façade Grant Funding for the property located at 14 S. Lincolnway, North Aurora

**VILLAGE OF NORTH AURORA  
TAX INCREMENT FINANCING DISTRICT GRANT PROGRAM  
Application Form**

**1. Application information**

Date: 3/10/17

Loan Amount Requested: \$ 6,820 Total Project Cost: \$ 13,640

Name: Michelle Lemrise-Hall

Home address: 2871 Leonard Lane North Aurora 60542

Email Address: Michellehall2016@yahoo.com

Phone: 708 7174425 Fax: \_\_\_\_\_

**2. Business information (the building or establishment for which the grant is sought)**

Name: \_\_\_\_\_

Address: 14 S. Lincolnway St. North Aurora 60542

Email Address: michelle hall2016@yahoo.com

Phone: 630 230 6611 Fax: \_\_\_\_\_

Applicant is: Owner ☒ Tenant \_\_\_\_\_ If tenant, term of lease: \_\_\_\_\_

If tenant, name & phone of owner: \_\_\_\_\_

**3. Proposed use of program:**

\_\_\_\_\_ Canopy/awning

\_\_\_\_\_ Signage

P \_\_\_\_\_ Windows/doors

\_\_\_\_\_ Exterior lighting

\_\_\_\_\_ Painting/tuck pointing

\_\_\_\_\_ Restoration of architectural feature

\_\_\_\_\_ Landscaping

\_\_\_\_\_ Exterior ADA accessibility

\_\_\_\_\_ Other (please specify) \_\_\_\_\_

#### 4. Breakdown of Project:

| Estimated Amount    | Description of Work                    |
|---------------------|----------------------------------------|
| A. \$ <u>20,988</u> | <u>new windows &amp; exterior trim</u> |
| B. \$ <u>14,752</u> | <u>new windows &amp; trim</u>          |
| C. \$ <u>13,640</u> | <u>new windows &amp; trim</u>          |
| D. \$ _____         | _____                                  |

TO COMPLETE THIS APPLICATION, PLEASE ATTACH THE FOLLOWING INFORMATION TO FURTHER DESCRIBE THE PROPOSED PROJECT:

- Preliminary cost estimates (typically a copy of itemized contractor estimates/quotes).
- Site plan and elevation drawn to scale, with scale(s) noted, illustrating the proposed improvements. Proposed materials, colors, finishes and details, including signage (if any).
- Elevations of any façade proposed to be drawn to a scale of a least 1/8" = 1'; each elevation drawing should include notations of proposed materials, colors, finishes, and details. The drawing should clearly show proposed signage (if any).
- Clear and identifiable photographs, at least 5"x7" in size, of the building facades and facades of buildings on the same block. If more than one façade is proposed for renovation, photographs of each façade and buildings on the same block should be submitted.

#### 5. Statement of Understanding:

- A. The applicant (undersigned) agrees to comply with the guidelines and procedures of the Village of North Aurora Tax Increment Financing District Grant Program and the conceptual design and outline specifications as agreed to by the applicant and the grantor.
- B. The applicant understands that the applicant must submit detail cost documentation, copies of building permits, bids contracts and invoices and contractor's final waivers of lien upon completion of the approved improvements.

Applicant's Signature\*: Michelle Smith Date: \_\_\_\_\_

If the applicant is other than the owner, the following line must be completed:

I certify that I, the owner of the property at \_\_\_\_\_,  
do authorize the applicant to apply for a grant under the Village of North Aurora Tax  
Increment Financing District Grant Program and to undertake the approved  
improvements.

Lease beginning date: \_\_\_\_\_ Lease ending date: \_\_\_\_\_

Owner's signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*By signing above, the applicant and owner agree to abide by all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout including the Illinois Prevailing Wage Act. The grantee or entity awarded funding will be required to submit certified payroll to the Village of North Aurora on a monthly basis for the work being performed under the grant and/or redevelopment agreement if said grant or redevelopment agreement funding is being used for the purchase of labor for the materials or services being rendered.

**Return completed application form to:**

**Michael Toth**  
**Community and Economic Development Director**  
**Village of North Aurora**  
**25 East State Street**  
**North Aurora, IL 60542**

**For Office Use Only**

Date application received: 3/10/17 Zoning: B-3

Minimum of two cost estimates for each work item: Yes ☒ No ☐

Ineligible improvements, if any: \_\_\_\_\_

**Grant Approved** Date: \_\_\_\_\_ **Grant Denied** Date: \_\_\_\_\_

Total estimated project cost: \$ \_\_\_\_\_ Reason: \_\_\_\_\_

Percent applied for grant: \_\_\_\_\_

Total amount of grant: \$ \_\_\_\_\_





# WINDOW SPECIFICATION SHEET

Customer MICHELLE HAU Date 12/02/16  
Job Address 145. LINCOLNWAY City NORTH AURORA St IL  
Office Home Ph (630) 230-6080 Cell Phone (708) 717-4425 Best time to call \_\_\_\_\_

Page 1 of 1 Proj. # \_\_\_\_\_  
Please understand that estimates of project duration can vary greatly depending on weather conditions, association approval and/or permit approval.

| Description For explanation of installation types see reverse side: |          |            |    |       |         |              | Colors   |          | Screen | Glass (Top, Bot, Full) |         | Grids Not Included if not marked |      | Stain/Paint | Casing     | Comments/Additional Specs |              |
|---------------------------------------------------------------------|----------|------------|----|-------|---------|--------------|----------|----------|--------|------------------------|---------|----------------------------------|------|-------------|------------|---------------------------|--------------|
| Line                                                                | Location | Est. W x H | UI | Model | Style # | Install Type | Interior | Exterior | H/F    | Temp                   | Obscure | Contour                          | Flat | Groove      | No/Pnt/Stn | No/Rch/Col                |              |
| 1                                                                   |          | x          |    | E     | DL      | S            | WH       | WH       | H      | X                      | X       | X                                | X    | X           | X          | X                         | PHASE 1 2    |
| 2                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           |              |
| 3                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           | \$13,640     |
| 4                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           | 22 WINDOWS @ |
| 5                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           | + 620 PER    |
| 6                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           | WINDOW       |
| 7                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           |              |
| 8                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           |              |
| 9                                                                   |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           |              |
| 10                                                                  |          | x          |    |       |         |              |          |          |        |                        |         |                                  |      |             |            |                           |              |

| Grid Style (circle one)                      |                                                  |                                                       |                                                             |                                                    |                                          |                                                                                                                                                                                                     | Grids (circle one) |  | Draw |
|----------------------------------------------|--------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--|------|
| <input checked="" type="checkbox"/> Colonial | <input checked="" type="checkbox"/> Prairie Sash | <input checked="" type="checkbox"/> Prairie Perimeter | <input checked="" type="checkbox"/> Computer Gen. (default) | <input checked="" type="checkbox"/> Match Existing | <input checked="" type="checkbox"/> None | <ul style="list-style-type: none"><li>- .27 U-FACTOR LOW-E GLASS</li><li>- VIRGIN VINYL/FIBERGLASS FRAMES</li><li>- WELDED CORNERS</li><li>- INSULATED</li><li>- ARGON/KRYPTON GAS FILLED</li></ul> |                    |  |      |
| Capping                                      |                                                  |                                                       |                                                             |                                                    |                                          |                                                                                                                                                                                                     |                    |  |      |

| Exterior capping color will match as closely as possible to the exterior window color, unless noted below. |  |  |  |  |  |  |
|------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| Exterior capping color: <u>WHITE</u>                                                                       |  |  |  |  |  |  |

| Additional Notes: <u>PROJECT INCLUDES INSTALL, PERMITS, TAXES, ALL PROMOS</u> |  |  |  |  |  |  |
|-------------------------------------------------------------------------------|--|--|--|--|--|--|
| <u>- LIFETIME WARRANTY ON PRODUCT &amp; INSTALL</u>                           |  |  |  |  |  |  |

| Bay Qty.      |               | Bow Qty.      |               | GAR |            | PATIO DR |            |
|---------------|---------------|---------------|---------------|-----|------------|----------|------------|
|               | Qty. _____    |               | Qty. _____    |     | Qty. _____ |          | Qty. _____ |
| # Lites _____ | # Vents _____ | # Lites _____ | # Vents _____ |     |            |          |            |
| Oak _____     | Birch _____   | Oak _____     | Birch _____   |     |            |          |            |

The Buyer(s) listed above hereby jointly and severally agree to purchase the goods and/or services listed above, in accordance with the prices and terms described on this SPECIFICATION SHEET and the front and reverse of the accompanying INSTALLATION CONTRACT of which this specification sheet is a part.

Customer Signature \_\_\_\_\_  
Customer Signature \_\_\_\_\_  
Email \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

Salesperson (print) CHAS DIEHL  
Salesperson Signature [Signature]  
Date 12/02/16

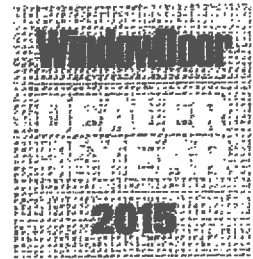


Windows • Siding • Doors

City of Chicago Home Repair  
License #1492480

Representative: PETE TONTALELLI

**Proposal**  
(This is not a contract)  
(FARMERS INSURANCE CO)  
Customer Name: MICHELLE NANCY LEMISE  
Address: 17 S. LINCOLNWAY / N. AURORA  
Phone Number: 630-963-6611  
Email: \_\_\_\_\_



Date: 12-02-16 Time of Arrival: 1:30 Time of Departure: \_\_\_\_\_

| Product                                           | Series | Quantity | Color       | Options     | Woodwork     |
|---------------------------------------------------|--------|----------|-------------|-------------|--------------|
| 1655 DOUBLE HUNG                                  | SOPHIA | 28       | WHITE/WHITE | 12 TEMPELED | OUTSTIPS     |
|                                                   |        |          |             |             | EXTERIOR CAP |
| PRICE INCLUDES: TAX, PERMIT, HALL AWAY ALL DEMOS. |        |          |             |             |              |
|                                                   |        |          |             |             |              |
|                                                   |        |          |             |             |              |
|                                                   |        |          |             |             |              |
|                                                   |        |          |             |             |              |
|                                                   |        |          |             |             |              |
|                                                   |        |          |             |             |              |
|                                                   |        |          |             |             |              |

Retail Price

Special Price\*

All Sophia Series Windows Include:

- G71-38 LowE Glass w/ Argon Gas
- Double Strength 3/4" Insulated Glass
- uPVC Vinyl Construction
- Lifetime Transferable Warranty
- Multi-Chambered Frame
- Fusion Welded Corners
- Insulated Frames/Sashes
- Energy Star Rating

\$ 25,083

\$ 14,752

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Estimates including factory discounts may no longer be available at time of purchase.

**Customer Use Only** (This is not a contract)

At Feldco we strive to provide the industry's best value. A combination of quality products, fair prices, and great service is our goal. In order to help us achieve this, please take a moment to answer the following questions:

- |                                                                                           |     |         |
|-------------------------------------------------------------------------------------------|-----|---------|
| 1. Did the representative measure all openings in your home?                              | Yes | No      |
| 2. Did the representative show you cut away & full size samples?                          | Yes | No      |
| 3. Did Felco offer all the features you are looking for in our Windows, Siding, or Doors? | Yes | No      |
| 4. Would you consider Feldco for future home renewal projects?                            | Yes | No      |
| 5. How much of a factor was price in your decision not to purchase today?                 | 1   | 2 3 4 5 |
| 6. How high on your list of home renewal projects does this rate?                         | 1   | 2 3 4 5 |

(1 Lowest, 5 Highest)

To help us serve your needs better in the future, please tell us why you chose not to order Feldco products at this time:

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Customer Acknowledgement:

Date:

4FELDCO.com

1-866-4FELDCO

One call takes care of it all.

MKT REV. 1/16

# NEXT Door & Window

CONTRACT Page 3 of 3 Date: 2/1/2017

## Contract Continuation

Please be aware that this is not the only page of this contract. If you are missing a page, please contact your salesman.

16W240 83rd St., Burr Ridge, IL 60527 708-233-9444  
815 E Ogden Ave., Naperville, IL 60563 630-548-4100  
718 E. Rand Rd., Arlington Heights, IL 60004 888-313-3667

www.nextdoorandwindow.com

FOLLOW US ON:



BUYER: Michelle Hall

REFERRED BY:

### REMEASURE INFO

REMEASURE DATE/TIME:

TECHNICIAN'S NAME:

Yard Sign?

No Yard Sign

|         |                |                  |                    |                 |
|---------|----------------|------------------|--------------------|-----------------|
| Windows | PRODUCT:       | softlite         | SPECIES:           | Insulated Vinyl |
|         | GLASS:         | Low E II w/argon | CASING TYPE:       | None            |
|         | HARDWARE:      | White built in   | CASING SIZE/COLOR: |                 |
|         | SCREENS:       | Half Normal Mesh | COVER PAINT LINE:  | Insert units    |
|         | GRILLES:       | None             | CAPPING:           | Standard        |
|         | GRILLES COLOR: | n/a              | CAPPING COLOR:     | White           |

29 Insulated Vinyl Replacement Windows

Weights and Pulleys install

Remove storm window, cut blind stop, remove sashes, leave main frame and trim in place

Open jamb door in frame, remove weights, and pulleys from interior of frame

Hand insert Fiberglass insulation into weight pockets, re-install jamb door into frame

Line original sill with Nova-flash ice and water shield

insert new window into existing frame

Insulate around window with polyurethane insulation

on exterior seal over insulation with ice and water shield

trim exterior with new aluminum

Haul all debris away

All permits required will be obtained by Next Door and Window

Soft-lite product has Lifetime transferable warranty

5 year labor warranty

Lead based paint is present, follow all EPA guidelines for Lead based paint application

24 MONTH SPECIAL FINANCING 0%  
(See Store For Details, Subject to Credit Approval)

|          |                                  |
|----------|----------------------------------|
| \$26,235 | 20% Pre-spring discount          |
| \$5,247  | Total with Financed balance      |
| \$20,988 | Discount for non-financed        |
| \$1,174  | Total with personal check/charge |
| \$19,814 | balance                          |

ALL LEAD TIMES ARE APPROXIMATE BASED UPON COMPLETED SELECTIONS & OPTIONS. ANY SELECTIONS AND/OR OPTIONS MADE AFTER THE CONTRACT DATE MAY INCREASE LEAD TIMES. PLEASE CONTACT YOUR SALESPERSON WITH ANY QUESTIONS.

THIS CONTRACT SHALL CONSIST OF THE WORK LISTED ABOVE AND NO OTHER WORK. BUYER ALSO AGREES TO ALL CONDITIONS PRINTED ON ATTACHED FORM IN THE EVENT OF ANY SERVICEABLE ITEMS, A MAXIMUM OF 3% OF THE TOTAL JOB CAN BE WITHHELD. THE 3% WITHHELD TO BE PAID UPON COMPLETION OF THE JOB.

BUYER: \_\_\_\_\_

CO-SIGNER: \_\_\_\_\_

Accepted By: Gary Armstrong Cell: (708) 238-7570

Date Signed: \_\_\_\_\_

YOU THE CONSUMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Total Price: \$ \_\_\_\_\_

Deposit as of Contract: \$ \_\_\_\_\_

On Completion of Job: \$ \_\_\_\_\_

Check If Financing ☐

☐ Cash ☐ Check # \_\_\_\_\_

☐ Roampay (Card Type: \_\_\_\_\_)

Deposit Information

**RESOLUTION No. \_\_\_\_\_**

**RESOLUTION APPROVING ROUTE 31 TIF FAÇADE GRANT FUNDING  
FOR THE PROPERTY LOCATED AT 14 S. LINCOLNWAY, NORTH AURORA**

**WHEREAS**, the President and the Board of Trustees established the Route 31 Tax Increment Financing District by Ordinance No. 02-08-12-03, passed on August 12, 2002, and have approved a Façade Grant Funding Program for the properties in the Route 31 TIF District;

**WHEREAS**, an application was filed requesting façade grant funding for the property located at 14 S. Lincolnway in the Village of North Aurora in the amount of \$6,820 for certain eligible improvements; and

**WHEREAS**, the improvements for which the application has been filed are TIF eligible improvements and qualify for a total of \$6,820 for reimbursement; and

**WHEREAS**, the President and the Board of Trustees find that granting the application would be consistent with the purposes of the Route 31 TIF District, meets the criteria for the Route 31 Façade Grant Program and is in the best interests of the Village of North Aurora.

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

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

2. A façade grant in the amount of \$6,820 is hereby approved for the property at 14 S. Lincolnway, North Aurora, Illinois.

3. This Resolution shall take immediate full force and effect from and after its passage and approval.

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 \_\_\_\_\_

Mike 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.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

# Memorandum



To: Dale Berman, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: April 10, 2017  
Re: East Treatment Plant MIOX Generator- Revised Electrical Quote

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At the March 20, 2017 Village Board meeting, action was taken by the Village Board approving the funding for installation of the MIOX units. It was explained the initial quotes received to perform the work were four to six times greater than the initial engineer's estimate of cost. As a result staff began seeking a way to reduce project costs. It was determined that the cost of completing the project would be reduced significantly if Village and Rempe-Sharpe employees acted as the general contractor.

As a general contractor the Village would oversee the work of the subcontractors. There were three subcontractors involved in the project so quotes were solicited from each to assemble a total project cost. The cost associated with each of the subcontractors was as follows: Frost Electric (\$8,650), Dahme Mechanical Industries (\$6,900) and Energenecs (Not to exceed \$3,930), for a total of \$19,480. This total cost was \$42,208 lower than the lowest quote received under the initial quotes.

It was discovered that there was a miscommunication of the specifications for the electrical equipment for the project and that the wire specified for the work was not compatible for the voltage required by the equipment. In order for the project to be completed successfully this specification required clarification that resulted in an additional cost. The change would add \$3,750 to the original quote from Frost Electric which would total \$12,400. Even with this additional change order this price is \$16,400 less than the next competitive quote for the providing the electrical work required on the project.

With this change order, the total cost of the contract increases from \$19,480 to \$23,230. Under these circumstances the Village of North Aurora still realizes a cost savings of \$38,458.

Staff is seeking Village Board approval of the revised quote in the amount of \$3750 for the quote from Frost Electric to perform the associated electric work for the installation of the new MIOX generation units at the East Treatment Plant increasing the total cost of the project from \$19,480 to \$23,230.

# Memorandum



To: Dale Berman, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: April 4, 2017  
Re: Village Hall HVAC System

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Prior to 1991 the Village Hall was served by a boiler to provide heat and a chiller to cool the building. In 1991 the facility was renovated with an addition to the south end of the facility. This area was expanded for use by the Police Department. During this renovation a forced air system was introduced to service the additional area. The forced air system consists of two furnaces and operates similar to those in residential homes. This is the newer of the two systems and is functioning effectively. The boiler and chiller are the older of the two systems and are in fair condition. However, one future consideration of the older system is that the chiller may soon need to be replaced because replacement parts for it will not be available after 2020.

The renovation to the facility complicated the overall heating, ventilation, and air conditioning system because two systems were now used to regulate the building. The combination of these two systems resulted in an environment in which it is difficult to maintain a uniform temperature. This often results in the conference rooms being hot when the rest of the building is at comfortable temperature. This complication has also been attributed to the difficulty in regulating the Village Board Room.

In order to provide uniform temperature throughout the building, Village Staff has been working with HVAC professionals to find a solution. Harmonic Heating and Air Conditioning has successfully worked on the systems at the Police Department and Village Hall after renovations. It was their recommendation to engage Interactive Building Solutions (IBS) to address the problem.

It was the opinion of Interactive Building Solutions that the problems the Village was experiencing could be addressed by upgrading the controls to the system. Currently

the procedure for controlling the system involves a cumbersome process and can only be performed from the basement of the building. The new solution will allow designated Village Hall employees the ability to control the temperature from their desktop computer through use of a graphic user interface designed by IBS.

The cost for IBS to develop the interface and install controls is **\$14,000.00** and would take approximately 4 to 5 weeks to complete. If additional work is needed to complete the installation on the existing infrastructure Harmonic Heating and Air Conditioning will be utilized as they have in the past on a time and materials basis. In this case Village Staff believe that the past experience that Harmonic Heating and Air Conditioning has had with the system at Village Hall provides a distinct advantage to the Village because of their familiarity with the system. This combined with the unique solution proposed by IBS creates a situation that would not result in a like comparison with other competing firms. Staff is recommending the utilization of IBS to implement the solution.



# Memorandum

To: Dale Berman, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: April 6, 2017  
Re: 2017 Street Improvements Project Change Order

At the April 3, 2017 Committee of the Whole meeting a change order to the 2017 Street Improvements Project was discussed. The change order included the addition of four construction activities. Per the discussion, there were some concerns about paving an extra three feet onto Deerpath Road, including whether the county's segment of Deerpath Road was currently wider or may be wider in the future. Those concerns seemed to be alleviated once it was determined that the section of Deerpath Road being paved was already included in the 2017 road program.

The Village is tentatively set to pave sections of Deerpath Road to the north and south in the next five years, at which time, the Village would expand those sections to match the widened section of Deerpath Road. In addition, staff determined that the other segments of Deerpath Road are under the jurisdiction of Batavia Township. Staff plans to reach out to Batavia Township between now and when the Village paves the additional sections of Deerpath Road in the future to see if they would be interested in widening their portion as well.

The original contract was approved on March 20, 2017 in the amount of **\$1,364,275.78** to Geneva Construction Company located in Aurora, Illinois. This bid was **\$299,724.22** lower than the engineer's estimate of **\$1,664,000**. Rempe-Sharpe has recommended utilizing these funds to complete additional infrastructure repairs to the road network. These repairs include the addition of a patching project to the contract, the widening of Deerpath Road from a width of 23 feet to 26 feet, and the improvements to the Monroe Street alley. In addition to these recommended improvements Village staff has identified additional sidewalk hazards within the boundaries of the project that need to be removed and replaced. The additional cost of these improvements and associated funding sources are listed in Table 1 below.

**Table 1. Total Cost of 2017 Streets Project Change Order**

| Activity Number | Construction Activity | Construction Cost | Engineering Cost | Total Cost  | Funding Source |
|-----------------|-----------------------|-------------------|------------------|-------------|----------------|
| 1               | Pavement Patching     | \$39,920.00       | \$0.00           | \$39,920.00 | Capital Fund   |



|   |                        |             |        |             |                   |
|---|------------------------|-------------|--------|-------------|-------------------|
| 2 | Deerpath Road          | \$14,080.00 | \$0.00 | \$14,080.00 | Capital Fund      |
| 3 | Monroe Street Alley    | \$40,896.00 | \$0.00 | \$40,896.00 | Lincolnway<br>TIF |
| 4 | Hazardous<br>Sidewalks | \$13,750.00 | \$0.00 | \$13,750.00 | Capital Fund      |

**Total            \$108,646.00**

There is a benefit to the Village of North Aurora by investing the additional capital to perform the additional construction activities identified in the above table. Pavement patching is a road maintenance technique that can address areas of cracking that appear at the road surface. By preventing rainfall from infiltrating into the pavement it preserves the base of the road. By preserving the base material, the overall life of the pavement can be extended prior to the prescription of a more expensive maintenance technique. There are several areas throughout the Village where this technique should be employed. These areas include: Orchard Gateway, Abington Lane, White Oak Drive, Harmony Drive, 836 Columbia, 807 Columbia, 408 Hickory, 219 Andrew Lane, and 206 Andrew Lane.

Deerpath Road can be made safer by widening the pavement lanes. The current speed of traffic along this road creates the potential for serious accidents. There is observable rutting adjacent to the edge pavement in the shoulder area of the road. Providing additional paved surface can prevent road departures and overcorrections that can lead to head on collisions.

The Monroe Street Alley is a project that can be completed with the realization of the additional increment from the North Lincolnway TIF district. The alley is in poor condition and improvements will improve drainage, provide a smooth surface, and eliminate the immediate need for future patching operations.

The additional sidewalk improvements will continue an existing program of addressing hazardous sidewalks and bringing the pedestrian facilities into compliance with ADA regulations. The sidewalks that staff have identified as trip hazards are a result of settlement or heaving that are typically associated with a service repair or tree roots. Remediating these hazards is a continuous process and an ongoing objective of the Village of North Aurora.

Staff believes the improvements listed above will improve the overall transportation network. Additionally the inclusion of these construction activities to this contract is an opportunity to take advantage of favorable unit prices received in the bid from Geneva Construction. If these improvements were bid in a separate contract the unit prices would likely increase as a result of the smaller quantities, which would increase the total cost of the construction activities. By including the additional work in this contract it will allow the operations to be scheduled and completed efficiently by Geneva Construction. This efficiency would decrease the inconvenience to motorists by reducing the duration of construction activities occurring throughout the Village. Therefore staff recommends approving the change order to the contract in the amount of **\$108,646.00**.

# Memorandum



To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: April 12, 2017

Re: Automall Water Tower Tank Repairs and Painting – Change Order

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Through a comprehensive analysis of the water distribution system the Village evaluated its treatment processes, distribution, and storage. Each of these components was evaluated to determine the necessary immediate and future maintenance needs. In March of 2010 the Village had commissioned a report from Dixon Engineering, Incorporated to perform an inspection on the 1 Million Gallon Storage tank located off Orchard Road near the Automall. At that time the report summarized the findings of the inspection and recommended maintenance activities.

Included in the recommendations of this report was a proposed schedule for painting and both the interior and exterior of the tank. It was proposed that the exterior could use maintenance within 1 to 3 years and that the interior should be addressed between 5 and 7 years.

To address these and other maintenance concerns, the Village worked with Dixon Engineering and Rempe-Sharpe to develop plans and specifications for tank rehabilitation. The initial project letting was on January 1, 2016. The engineer's estimate of cost of the repairs was \$244,000 and the lowest bid received to perform the work was \$439,800, \$195,800 higher than estimated.

It was determined that the best course of action was to reject these bids and identify cost saving measures to align the cost of the project with the budget and engineer's estimate. In order to accomplish this objective, additional alternate bid items were added to the scope of work. These additional items included delaying the project to Spring 2017 and modifying the scope to add spot blasting and painting.

The thought process to delay the project was that a compressed schedule can increase costs if contractors have to interrupt other projects or divert labor. Delaying the project a year would provide the contractors advance notice to schedule the project potentially resulting in more competitive unit prices. The spot blasting and painting was an alternative based on the suggestion of the engineering firms. Instead of removing all the paint and replacing it with a prime coat and epoxy coating only deficient areas would be addressed. The entire surface would then receive a prime coat and epoxy overcoat. The result of alternate bid option was a decrease in the scope of work.

The project was then rebid with the additional alternate bid items included. The revised scope of work resulted in a lower engineer's estimate of \$344,500 for the base bid and an engineer's estimate of \$259,500 if all of the additional alternates in the bid were chosen. Upon, rebidding, the lowest base bid received was \$344,700 and the lowest bid with alternates included was \$269,650.

On April 18, 2016 the Village Board approved a contract with Jetco, Ltd. in the amount of \$269,650, based on the engineer's recommendations. The revised contract included delaying the start to Spring of 2017 and spot blasting the interior wet portion of the tank. The contract indicated the project would begin March 15, 2017 and be substantially complete (back in use) by June 12, 2017, prior to increased seasonal demand for water.

During the course of the work the contractor had indicated that the spot blasting was removing more paint than intended because the tank was in worse condition than originally anticipated. As a result along with the intended sediment that was removed from the surface, additional paint was removed as well. The contractor communicated this to Dixon Engineering who confirmed the condition of the tank. In an effort to continue spot blasting the interior of the tank, the pressure was reduced on the abrasive blast. There was no difference under the lower pressure. The concern is that the remaining surface could not be prepared in a manner that would provide a solid bond of paint to steel and could result in future failures where the surface would delaminate.

In order to address the problem the Village considered two options. The first option would remove all of the remaining paint beneath the water line. (The water line is the elevation at which the tower is filled with water.), This option is similar to the initial base bid, and then install the new epoxy coating. The area above the water line is in acceptable condition. The result of this additional operation would cost \$64,350. The

total contract cost would increase from \$269,650 to \$334,000. We have received confirmation from the contractor that the project would still be completed by the original completion date of June 12, 2017 if permission was granted to work on the weekends.

The second option would be to stop the brush blasting operation and refill the tanks and postpone the maintenance operation to a time when a future tank was being painted. This could be four years in the future. The cost would increase because it would require a separate mobilization that would otherwise be included in the cost of the current contract. Additionally the cost of the actual operation would be subject to market prices and in the current market could be estimated at 3% per year.

Staff recommends approving the change order because it is more cost effective to address the issue while the tower is currently drained and out of service. In addition the delayed maintenance could result in future costly maintenance if the condition of the tower is allowed to continue to deteriorate. Approving the change order in the amount of \$64,350 and allowing the contractor to work on weekends will complete the operations by the June 12, 2017 and have the tower back in service for the summer season when the Village experiences peak demand. Even with the added cost, the project will still be \$92,100 below the original bid of \$439,800 submitted upon the first letting of this project in January 2016.