



**NORTH AURORA VILLAGE BOARD MEETING
MONDAY, MAY 21, 2018 – 7:00 p.m.
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

AGENDA

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

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

PRESENTATION

Presentation of an Award to the Village by the Government Finance Officers Association for Outstanding Achievement in Popular Annual Financial Reporting for the 2017 Fiscal Year

CONSENT AGENDA

1. Village Board Minutes dated 5/7/2018
2. Travel and Expenses for Business Purposes for Dale Berman in the Amount of **\$70.00**
3. Resolution Initiating Prosecution of Misdemeanor DUI Offenses in the Village of North Aurora
4. Resolution of the Board of Library Trustees of the Village of North Aurora, Adopting Budget and Appropriations for the Library's Fiscal Year Beginning June 1, 2018 and Ending May 31, 2019
5. Bills List dated 05/21/2018 in the Amount of **\$202,048.20**

NEW BUSINESS

1. Approval of an Ordinance Adopting the Village of North Aurora Budget for FY 2018-19
2. Approval of an Ordinance Amending Chapter 3.49 of Title 3 of the North Aurora Municipal Code regarding the Simplified Telecommunications Tax
3. Approval of a Resolution approving Route 31 TIF Façade grant funding for the property located at 201 Smoketree Lane, North Aurora
4. Approval of a Special Events Permit for North Aurora Days
5. Approval of a Carnival License Application from Bluegrass Rides for North Aurora Days, pending final signatures and Certificate of Insurance

6. Approval of a Special Events Permit for North Aurora River District Alliance (NOARDA) Summer Concerts in the Park
7. Approval of a Resolution Designating the North Aurora River District Alliance's Rhythm on the Riverfront Summer Concert Series a Village Sponsored Event and allowing the consumption of Liquor in North Aurora Riverfront Park
8. Approval of a Special Events Permit for July 3, 2018 Fireworks (Independence Day)
9. Approval of a Resolution Designating the July 3, 2018 Independence Day Fireworks Celebration as a Village Sponsored Event and Allowing the Consumption of Liquor in North Aurora Riverfront Park
10. Approval of the 4th Amendment to Sprint Lease Agreement for Princeton Water Tower
11. Approval of a Bid from Builder's Paving LLC in the Amount of \$2,508,000 for the 2018 Street and Infrastructure Improvements Program
12. Approval of Resolution Initiating Local Adjudication of Ordinance Violations in the Village of North Aurora
13. Approval of an Ordinance Amending Chapter 9.20 of Title 9 of the North Aurora Municipal Code regarding Retail Theft
14. Approval of an Ordinance Amending Chapter 10.20 of Title 10 of the North Aurora Municipal Code regarding Parking
15. An Ordinance Amending Chapter 2.70 of Title 2 of the North Aurora Municipal Code Administrative Adjudication of General Municipal Code Violations
16. Approval of a DACRA Software Service Municipal Agreement between the Village of North Aurora and IT Stability Systems LLC
17. Approval of an Agreement for Services between the Village of North Aurora and the Law Office of Victor Puscas, Jr.

OLD BUSINESS

VILLAGE PRESIDENT REPORT

COMMITTEE REPORTS

TRUSTEES' COMMENTS

ADMINISTRATOR'S REPORT

ATTORNEY'S REPORT

FIRE DISTRICT REPORT

VILLAGE DEPARTMENT REPORTS

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

EXECUTIVE SESSION

1. Review of the Release of Executive Session Minutes

ADJOURN

Initials SB

**VILLAGE OF NORTH AURORA
VILLAGE BOARD MEETING MINUTES
MAY 7, 2018**

CALL TO ORDER

Mayor Berman called the meeting to order.

SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE

ROLL CALL

In attendance: Mayor Dale Berman, Trustee Mark Gaffino, Trustee Mike Lowery, Trustee Laura Curtis, Trustee Mark Carroll, Trustee Tao Martinez, Trustee Mark Guethle, Village Clerk Lori Murray.

Staff in attendance: Village Administrator Steve Bosco, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Police Chief David Fisher, Attorney Edward J Boula.

PUBLIC HEARING

1. Public Hearing Regarding the Draft Annual Budget for the Fiscal Year Beginning June 1, 2018 and Ending May 31, 2019

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

AUDIENCE COMMENTS - None

TRUSTEE COMMENTS - None

CONSENT AGENDA

- 1. Village Board Minutes dated 4/16/18; Committee of the Whole Minutes dated 4/16/18**
- 2. Travel and Expenses for Business Purposes for Dale Berman in the Amount of \$482.76**
- 3. Bills List dated 5/7/18 I the Amount of \$341,949.26**

Motion for approval made by Trustee Gaffino and seconded by Trustee Curtis. **Roll Call Vote:** Trustee Gaffino – yes, Trustee Lowery –yes, Trustee Curtis – yes, Trustee Carroll – yes, Trustee Martinez – yes, Trustee Guethle – yes. **Motion approved. (6-0).**

NEW BUSINESS

1. Approval of an Ordinance Granting a Variance pursuant to Chapter 12 of the Zoning Ordinance To Allow an Increase in Fence Height for a Property located in the R-1 Single Family Residence District

Motion for approval made by Trustee Gaffino and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Gaffino – yes, Trustee Lowery- yes, Trustee – Curtis – yes, Trustee Carroll – yes, Trustee Martinez – yes, Trustee Guethle – yes. **Motion approved (6-0).**

2. Approval of an Ordinance Amending Section 8 of the North Aurora Zoning Ordinance to Establish the Business District Design Standards as Design Guidelines

Motion for approval made by Trustee Curtis and seconded by Trustee Lowery. **Roll Call Vote:** Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes, Trustee Carroll – yes, Trustee Martinez – yes, Trustee Guethle – yes. **Motion approved (6-0).**

3. Approval of an Intergovernmental Agreement between the Village of North Aurora and the North Aurora and Countryside Fire Protection District for using a Village Structure for Fire Training Exercises (24 Monroe Street)

Motion for approval made by Trustee Gaffino and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Gaffino – yes, Trustee Lowery – yes, Trustee Curtis – yes, Trustee Carroll – yes, Trustee Martinez – yes, Trustee Guethle – yes. **Motion approved (6-0).**

4. Approval of an Ordinance Amending Title 10, Chapter 10.04 Regarding the Adoption of the Illinois Motor Vehicle Code

Motion for approval made by Trustee Carroll and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Carroll – yes, Trustee Martinez – yes, Trustee Guethle – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (6-0).**

5. Approval of a Memorandum of Understanding with Johnson and Buh, LLC for Local D.U.I. Prosecution

Motion for approval made by Trustee Carroll and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Carroll – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (6-0).**

6. Approval of a Change Order in the Amount of \$10,916.00 for the Hexagon Police Records Program

Motion for approval made by Trustee Guethle and seconded by Trustee Carroll. **Roll Call Vote:** Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes, Trustee Lowery – yes, Trustee Gaffino – yes. **Motion approved (6-0).**

7. Approval of a Resolution Authorizing an Application for Kane County Development Funds and the Execution of all Necessary Documents

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **Roll Call Vote:** Trustee Lowery – yes, Trustee Curtis – yes, Trustee Gaffino – yes, Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes. **Motion approved (6-0).**

OLD BUSINESS – None

VILLAGE PRESIDENT REPORT

Berman said he is flying to Washington D.C. on Wednesday for the Veterans Honor Flight to view all of the war memorials.

COMMITTEE REPORTS – None

TRUSTEES' COMMENTS – None

ADMINISTRATOR'S REPORT

In packet, the final changes to the draft budget. The budget will be voted on at the next Village Board meeting. The changes are anything that has come up that was not finished this year is rolled over next year.

ATTORNEY'S REPORT – None

FIRE DISTRICT REPORT – Absent

VILLAGE DEPARTMENT REPORTS

1. **Finance** – None
2. **Community Development** – None
3. **Police** – None
4. **Public Works** – None

EXECUTIVE SESSION – None

ADJOURNMENT

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

Respectfully Submitted,

Lori J. Murray
Village Clerk

5/21/2018 Village Board Meeting

Travel and Expenses for Business Purposes

NAME	EVENT	EXPENSE or REIMBURSEMENT	AMOUNT	DATE
Dale Berman	Metro West State of the Counties (Kane - Kendall - DeKalb)	Expense	\$35.00	5/18/2018
Dale Berman	Metro West - May Board Meeting	Expense	\$35.00	5/4/2018
		Total	\$35.00	

Invoice

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

Description	Amount
2018 State of the Counties Luncheon-May 18th at Eagle Brook, Geneva Dale Berman and Steve Bosco	70.00
2018 May 24th Board Meeting-Emmetts in West Dundee Dale Berman	35.00
Total	\$105.00
Phone #	
630-859-1331	



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information			
Name: <u>Dale Berman</u>		Event: <u>STATE OF THE COUNTIES</u>	
Position: <u>VILLAGE President</u>		Purpose: <u>metro west</u>	
Date From: <u>5-18-18</u>	Date To: <u>5-18-18</u>	Method of Travel:	
Destination: <u>Geneva IL Eaglebrook CC</u>		Zip Code:	
Department: <u>Village Board</u>		GL Account Number:	

Expense Information (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)				
Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates for North Aurora and Kane County (1)
Transportation To/From Event				Breakfast: \$11.00 Lunch: \$12.00 Dinner: \$23.00 **Per Diems Include Tips and Gratuities **Localities outside this proximity may result in different per diem rates and can be found at gsa.gov
Lodging				
Transportation During Event				
Registration	<u>35.00</u>	<u>35.00</u>		
Meal & Tips / Gratuities				
Miscellaneous				
Describe Miscellaneous:				
TOTAL EXPENSES				

Signatures	
By signing below, the employee/official affirms that he/she understands the Village's travel policy (Sec. 9.10 of the Village's HR Manual) and certifies all expenses are allowable to the best of their knowledge.	
Estimate Expense Approval	
Employee: <u>Dale Berman</u>	Date: <u>4-11-18</u>
Immediate Supv: _____	Date: _____
Executive Asst.: <u>Cindy Jorjaco</u>	Date: <u>4-11-18</u>
Actual Expense Approval	
Employee: _____	Date: _____
Dept. Head: _____	Date: _____
Executive Asst.: _____	Date: _____

Do any actual expense(s) or reimbursable requests exceed the maximum allowable amounts per policy? ☐ No ☐ Yes If Yes, Explain Below

Village Board Roll Call Vote Approval, If necessary: ☐ YEA ☐ NAY Date _____



2018 State of the Counties Luncheon

Scott Gryder, Kendall County Board Chairman
Chris Lauzen, Kane County Board Chairman
Mark Pietrowski, DeKalb County Board Chairman

Friday, May 18, 2018
11:30 a.m. to 1:30 p.m.

Eagle Brook Country Club
2288 Fargo Boulevard, Geneva, IL 60134

Cost: \$35 Members/Business Partners, \$40 Non-Members

Please return reservation form by Monday, May 7, 2018

Via email to metrowest1565@sbcglobal.net or fax to 630-859-1336

Name: Dale Berman Title: Village President
☒ Chicken Piccata ☐ Vegetarian Lasagna

Name: Steve Bosco Title: Village Administrator
☒ Chicken Piccata ☐ Vegetarian Lasagna

Name: _____ Title: _____
☐ Chicken Piccata ☐ Vegetarian Lasagna

Company/Unit of Gov't.: NORTH AURORA VILLAGE

Address: 25 E. STATE ST City & Zip: NORTH AURORA 60542

Phone: 630-897-8228 Email: ctorraco@northaurora.org

Members/Business Partners: \$35.00 Non-Members: \$40.00

*Please call 630-859-1331 to make a payment via credit card and make checks payable to:
Metro West Council of Government 5 East Downer Place – Suite E, Aurora IL 60506*

(Cancellations after May 7th and no shows will be billed in full.)



VILLAGE OF NORTH AURORA TRAVEL REQUEST (FORM A)

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

Training / Travel Information

Name: <u>DALE BERMAN</u>		Event: <u>Metro West</u>	
Position: <u>VILLAGE PRESIDENT</u>		Purpose: <u>MAY Board Meeting</u>	
Date From: <u>5/24/18</u>	Date To: <u>5/24/18</u>	Method of Travel: <u>CAR</u>	
Destination: <u>West Dundee</u>		Zip Code: _____	
Department: <u>VILLAGE Board</u>		GL Account Number: _____	

Expense Information (Please see the back of this form for limitations and the excerpt for Section 9.10 of the HR Manual)

Expense	Estimate (\$)	Actual (\$)	Reimbursement (\$)	Per Diem Rates for North Aurora and Kane County (1)
Transportation To/From Event				Breakfast: \$11.00 Lunch: \$12.00 Dinner: \$23.00 **Per Diems include Tips and Gratuities **Localities outside this proximity may result in different per diem rates and can be found at gsa.gov
Lodging				
Transportation During Event				
Registration	<u>35.00</u>	<u>35.00</u>		
Meal & Tips / Gratuities				
Miscellaneous				
Describe Miscellaneous: _____				
TOTAL EXPENSES				

Signatures

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

Estimate Expense Approval

Employee <u>Dale Berman ct</u>	Date <u>5-1-18</u>
Immediate Supv: _____	Date _____
Executive Asst.: <u>Cindy Toranzo</u>	Date <u>5-1-18</u>

Actual Expense Approval

Employee _____	Date _____
Dept. Head: _____	Date _____
Executive Asst.: _____	Date _____

Do any actual expense(s) or reimbursable requests exceed the maximum allowable amounts per policy? ☐ No ☐ Yes If Yes, Explain Below

Village Board Roll Call Vote Approval, if necessary:

☐ YEA

☐ NAY

Date _____

Cindy Torraco

From: Dale Berman
Sent: Tuesday, May 01, 2018 12:48 PM
To: Cindy Torraco
Subject: FW: May 24th Board Meeting

Please RSVP me. Thanks
Dale

From: Metro West Council of Government [mailto:metrowest1565@sbcglobal.net]
Sent: Tuesday, May 01, 2018 12:08 PM
Subject: May 24th Board Meeting

The May 24th Board Meeting will be held at Emmetts Brewing Company, 128 West Main Street, West Dundee. Networking will begin at 5:30 and the meeting will start at 6:00.

Leanne Redden, Executive Director-Regional Transit Authority will be presenting on the implementation of the regional transit strategic plan.

I hope you are able to attend!

Please RSVP.

Thanks,
Joyce

Metro West Council of Government
5 East Downer Place, Ste. E, Aurora IL 60505
Phone: 630.859.1331 | Fax: 630.859.1336
metrowest1565@sbcglobal.net
www.metrowestcog.org

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Resolution No. _____

**RESOLUTION INITIATING LOCAL PROSECUTION OF MISDEMEANOR DUI OFFENSES
IN THE VILLAGE OF NORTH AURORA**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2018

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2018
by _____.

Signed _____

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

**RESOLUTION INITIATING LOCAL PROSECUTION OF MISDEMEANOR
DUI OFFENSES IN 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. The Village of North Aurora has previously adopted the Illinois Vehicle Code by reference as provided in 625 ILCS 5/20-204 providing it with authority to locally prosecute traffic offenses, including misdemeanor offenses for driving while under the influence under 625 ILCS 5/11-501 (hereinafter referred to as "DUI offenses") and where the State's Attorney declines to prosecute any DUI offense as a felony as provided in 625 ILCS 5/11-208.5.

2. The Village of North Aurora Police Department is hereby authorized and directed to designate all alleged violations under 625 ILCS 5/11-501 as a local offense unless the alleged offense is a felony offense or a different felony offense is alleged to have been committed during the same traffic stop or sequence of events.

3. The Village of North Aurora Police Department is further directed to set any first appearance date consistent with the court schedule set by the Chief Judge of the Kane County Circuit Court and to cooperate with any attorney and/or firm contracting with the Village of North Aurora to prosecute DUI offenses including, but not limited to, the preservation and dissemination of records and evidence, and to appear at any hearing or trial in which a Village of North Aurora police officer is requested.

4. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Dale Berman, Village President

ATTEST:

Village Clerk

RESOLUTION 03 -2018
APPROPRIATIONS AND BUDGET RESOLUTION
MESSENGER PUBLIC LIBRARY OF NORTH AURORA

Resolution of the Board of Library Trustees of the Village of North Aurora, (Messenger Public Library) adopting a budget and making appropriations for the fiscal year beginning June 1, 2018 and ending May 31, 2019.

BE IT RESOLVED by the Board of Library Trustees as follows:

Section 1. The following sums of money, or as much thereof as may be authorized by law, are hereby budgeted and appropriated for public library purposes of the Messenger Public Library for said fiscal year.

Salaries and Benefits	\$1,060,000
Building Expenses*	300,000
Library Materials	268,000
Technology	150,000
Maintenance	110,851
Programming/Marketing	46,000
Utilities	27,000
Staff/Trustee Development	30,000
Insurance (W.C, D&O, Building)	25,000
Furniture	15,989
General Operating	85,660
Total Budget / Appropriation:	\$ 2,118,500

Section 2. The foregoing expenditures (except for the "*Facility and Grounds Capital Improvement Projects* *") are budgeted and appropriated from general property tax revenues for corporate purposes and from a .02 special tax for Building and Maintenance (75 ILCS 5/3-1). The Building Expenses* for facility and grounds capital improvement projects funding source expenditure is budgeted from the Special Reserve Fund (\$ 300,000).

Section 3. All unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to and accumulated in a Special Reserve Fund (75 ILCS 5/5-8).

Section 4. This Resolution is intended to assist the Village of North Aurora with the Village's annual budget and appropriations process.

Section 5. The Board of Library Trustees expects to file with the Village later this year a Resolution seeking the levy of taxes for public library purposes (Library Levy Resolution). The Library Levy Resolution will be filed with the Village on or before the date specified by the Village thereby allowing the Village to incorporate the Library Levy in the Village's Levy.

Section 6. The Secretary of the Board of Library Trustees shall file a certified copy of this Resolution with the Village.

PASSED by the Board of Library Trustees of the Messenger Public Library this 10th day of May, 2018, pursuant to roll call vote as follows:

AYES:

7

NAYES:

0

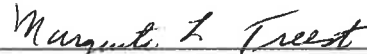
ABSENT:

0

NOT VOTING:

0

APPROVED:



Marguerite Treest, President
Board of Library Trustees
Messenger Public Library

ATTEST:



Corinn Sparks, Secretary
Board of Library Trustees
Messenger Public Library

Accounts Payable

To Be Paid Proof List

User: bhannah
 Printed: 05/16/2018 - 2:54PM
 Batch: 00502.05.2018



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
ABC Carpet						
038040						
VH Carpet Cleaning	1,450.00	01-445-4520	Public Buildings Rpr & Mtce	05062018	5/6/2018	05/21/2018
Total:	1,450.00	*Vendor Total				
Accela, Inc. #774375						
034670						
Web Payments/April 2018	994.00	60-445-4510	Equipment/IT Maint	INV-ACC394	4/30/2018	05/21/2018
Total:	994.00	*Vendor Total				
Ace Hardware						
000030						
Soap, Bleach, Napkins, Trash Bags	61.18	01-445-4421	Custodial Supplies	15050-01	4/30/2018	05/21/2018
Coax Connector, Coax	46.63	01-445-4544	Storm Drain Maintenance	15050-02	4/30/2018	05/21/2018
Rope, Hardware	137.21	01-445-4530	Public Grounds/Parks Maint	15050-03	4/30/2018	05/21/2018
Poly Hose, PVC Fitting	28.73	01-445-4510	Equipment/IT Maint	15050-04	4/30/2018	05/21/2018
Total:	273.75	*Vendor Total				
Acres Enterprises, Inc.						
048740						
SSA 4/April	1,064.00	17-004-4533	Maintenance	AEI_0295653	4/23/2018	05/21/2018
SSA 8/April	571.28	17-004-4533	Maintenance	AEI_0295653	4/23/2018	05/21/2018
SSA 9/April	278.43	17-004-4533	Maintenance	AEI_0295653	4/23/2018	05/21/2018
SSA 11/April	132.86	17-004-4533	Maintenance	AEI_0295653	4/23/2018	05/21/2018
Public Property/April	3,718.57	01-445-4531	Grass Cutting	AEI_0295653	4/23/2018	05/21/2018
SSA 4/May	1,064.00	17-004-4533	Maintenance	AEI_0297177	5/1/2018	05/21/2018
SSA 8/May	571.28	17-004-4533	Maintenance	AEI_0297177	5/1/2018	05/21/2018
SSA 9/May	278.43	17-004-4533	Maintenance	AEI_0297177	5/1/2018	05/21/2018
SSA 11/May	132.86	17-004-4533	Maintenance	AEI_0297177	5/1/2018	05/21/2018
Grass Cutting/May	3,718.57	01-445-4531	Grass Cutting	AEI_0297177	5/1/2018	05/21/2018
Total:	11,530.28	*Vendor Total				
ADT						
048240						
Security System/VH	243.36	01-445-4520	Public Buildings Rpr & Mtce	05012018	4/11/2018	05/21/2018
Total:	243.36	*Vendor Total				
Aftermath, Inc.						
035660						
Bi-Yearly Cleaning OF Booking/Cells	435.00	01-440-4799	Misc.	JC2018-9967	4/26/2018	05/21/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	435.00	*Vendor Total				
Alarm Detection Systems of IL						
000060						
Alarm Monitoring/TPs May-Jul 2018	798.00	60-445-4652	Communications	183240-1004	4/8/2018	05/21/2018
Alarm Monitoring/VH/PD/PW May-Jul 2018	1,320.00	01-445-4652	Communications	98501-1008	4/8/2018	05/21/2018
Total:	2,118.00	*Vendor Total				
Anderson Pest Solutions						
019770						
Pest Control	123.33	01-445-4520	Public Buildings Rpr & Mtce	4725537	5/1/2018	05/21/2018
Pest Control	91.00	01-445-4520	Public Buildings Rpr & Mtce	4726567	5/1/2018	05/21/2018
Pest Control	85.00	01-445-4520	Public Buildings Rpr & Mtce	4726930	5/1/2018	05/21/2018
Pest Control	35.00	01-445-4520	Public Buildings Rpr & Mtce	4728934	5/1/2018	05/21/2018
Total:	334.33	*Vendor Total				
AT&T Global Services, Inc.						
023770						
Maintenance Contract/May 2018	144.13	01-430-4651	Telephone	IL831719	4/16/2018	05/21/2018
Total:	144.13	*Vendor Total				
AT&T						
001620						
Internet & Phone/PW Garage	169.81	01-445-4651	Telephone	05052018	4/7/2018	05/21/2018
Total:	169.81	*Vendor Total				
Aurora Fastprint						
029610						
Property Maint Notices	198.33	01-441-4507	Printing	23634	5/9/2018	05/21/2018
Total:	198.33	*Vendor Total				
B & F Construction						
015600						
Plan Review/Speedway	895.50	01-441-4276	Inspection Services	49299	4/26/2018	05/21/2018
Total:	895.50	*Vendor Total				
Builders License						
026880						
License Plate/2018 Ford Explore Truck #146	24.00	71-430-4869	Vehicles	04272018	4/27/2018	05/21/2018
Total:	24.00	*Vendor Total				
C & R Specialists						
008640						
Air Bag Sensor/Young/Truck 190	489.54	60-445-4511	Vehicle Repair and Maint	05022018	5/2/2018	05/21/2018
Squad Repair/#75	4,955.29	01-440-4511	Vehicle Repair and Maint	05112018	5/11/2018	05/21/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	5,444.83	*Vendor Total				
<hr/>						
Call One						
043480						
25 E State St Lines	181.13	01-430-4651	Telephone	1136789-001	5/15/2018	05/21/2018
25 E State St Lines	181.13	01-441-4651	Telephone	1136789-002	5/15/2018	05/21/2018
25 E State St Lines	181.13	01-445-4651	Telephone	1136789-003	5/15/2018	05/21/2018
25 E State St Lines	181.14	60-445-4651	Telephone	1136789-004	5/15/2018	05/21/2018
200 S Lincolnway Lines	1,344.28	01-440-4651	Telephone	1136790	5/15/2018	05/21/2018
316 Butterfield Lines	45.58	60-445-4651	Telephone	1136792	5/15/2018	05/21/2018
314 Butterfield Lines	83.28	01-445-4651	Telephone	1136794	5/15/2018	05/21/2018
PRI VH/PD	275.29	01-440-4652	Communications	1136796-001	5/15/2018	05/21/2018
PRI VH/PD	275.30	01-430-4652	Communications	1136796-002	5/15/2018	05/21/2018
<hr/>						
Total:	2,748.26	*Vendor Total				
<hr/>						
CCC Technologies, Inc.						
049900						
Fortinet Annual Maintenance	4,436.94	01-430-4510	Equipment/IT Maint	220894	4/25/2018	05/21/2018
<hr/>						
Total:	4,436.94	*Vendor Total				
<hr/>						
Certified Laboratories Division						
048600						
Luster Guard	340.07	01-445-4511	Vehicle Repair and Maint	3118471	5/2/2018	05/21/2018
<hr/>						
Total:	340.07	*Vendor Total				
<hr/>						
City of Aurora						
027870						
Repair Boil Order Samples(2)/Butterfield, TR A	18.00	60-445-4562	Testing (water)	196015	5/3/2018	05/21/2018
<hr/>						
Total:	18.00	*Vendor Total				
<hr/>						
Comcast Cable						
040740						
Internet Service/PD	222.80	01-440-4652	Communications	87712006101	4/20/2018	05/21/2018
<hr/>						
Total:	222.80	*Vendor Total				
<hr/>						
Commonwealth Edison						
000330						
Street Lights/355 Moorfield	8.72	10-445-4660	Street Lighting and Poles	0795092063	4/17/2018	05/21/2018
Street Lights/1197 Comiskey	8.72	10-445-4660	Street Lighting and Poles	0903075187	4/17/2018	05/21/2018
Street Lights/1193 Comiskey	8.72	10-445-4660	Street Lighting and Poles	1743032047	4/17/2018	05/21/2018
<hr/>						
Total:	26.16	*Vendor Total				
<hr/>						
Constellation NewEnergy, Inc.						
034130						
IBS-0005324	2,224.44	10-445-4660	Street Lighting and Poles	0044518917	4/21/2018	05/21/2018
211 River Road	2,370.01	10-445-4660	Street Lighting and Poles	0044532698	4/22/2018	05/21/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	4,594.45	*Vendor Total				
Crown Castle International Corp.						
467682						
Bond Return/197 Alder Drive	5,000.00	90-000-2225	Due To Others - Damage Bond	P#201706019	4/4/2018	05/21/2018
Total:	5,000.00	*Vendor Total				
Crystal Valley Decorating, Inc						
467681						
Flower Baskets/Brackets (17)	2,408.35	01-490-4761	Beautification Committee	180078	5/7/2018	05/21/2018
Total:	2,408.35	*Vendor Total				
Dustcatchers & Logo Mat, Inc.						
023610						
Towels & Rug Cleaning/PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	47271	4/4/2018	05/21/2018
Towels & Rug Cleaning/PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	47819	4/18/2018	05/21/2018
Total:	65.86	*Vendor Total				
Dynegy Energy Services						
048750						
Well 7/4-10 to 5/8/18	3,980.80	60-445-4662	Utility	14653111805	5/11/2018	05/21/2018
Well 6/ 4-5 to 5-3-18	3,644.74	60-445-4662	Utility	14653111805	5/11/2018	05/21/2018
Well 3/ 4-9 to 5-7-18	1,278.12	60-445-4662	Utility	14653111805	5/11/2018	05/21/2018
Well 5 ETP/ 4-10 to 5-8-18	8,039.16	60-445-4662	Utility	14653111805	5/11/2018	05/21/2018
Well 4 WTP/4-9 to 5-7-18	8,178.49	60-445-4662	Utility	14653111805	5/11/2018	05/21/2018
Total:	25,121.31	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	3,948.74	71-000-1340	Gas/Diesel Escrow	3540512	4/30/2018	05/21/2018
Diesel Fuel	1,046.27	71-000-1340	Gas/Diesel Escrow	3540513	4/30/2018	05/21/2018
Total:	4,995.01	*Vendor Total				
Fox Metro						
029650						
New Water Service Inspections	60.00	60-445-4480	New Meters,rprs. & Rplcmnts.	4.24 & 4.30	5/3/2018	05/21/2018
Total:	60.00	*Vendor Total				
FOX METRO						
045480						
Sewer Service/VH	65.67	01-445-4662	Utility	N02-0164	5/21/2018	05/21/2018
Sewer Service/PW Garage	17.91	01-445-4662	Utility	N02-5182	5/21/2018	05/21/2018
Sewer Service/PD	11.94	01-445-4662	Utility	N02-5784	5/21/2018	05/21/2018
Total:	95.52	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Frost Electric Company, Inc.						
021540						
Rt25&56/Street Light Repair	2,924.00	10-445-4661	Street Light Repair/Maint	7428	4/27/2018	05/21/2018
Total:	2,924.00	*Vendor Total				
GovHR USA						
467656						
HR/Job Desc Updates	1,200.00	01-430-4267	Finance Services	3-05-18-097	5/14/2018	05/21/2018
Total:	1,200.00	*Vendor Total				
Griswold Water & Seed Store						
001770						
Straw/Fertilizer/Seed	160.00	60-445-4568	Watermain Rprs. & Rplcmts.	11762	3/13/2018	05/21/2018
Total:	160.00	*Vendor Total				
Hach Company						
014100						
Hardness Monitor Hose	634.73	60-445-4567	Treatment Plant Repair/Maint	10938906	4/26/2018	05/21/2018
Total:	634.73	*Vendor Total				
Harmonic Heating & Air Conditioning						
047680						
VH Air Cond Spring Maint	940.50	01-445-4520	Public Buildings Rpr & Mtce	32690	4/12/2018	05/21/2018
Total:	940.50	*Vendor Total				
Illinois Municipal League Risk						
003210						
NA Days Fireworks Coverage	100.00	14-430-4944	Liability Coverage	05042018	5/4/2018	05/21/2018
Total:	100.00	*Vendor Total				
Industrial Door Company						
044430						
PD Gate	755.00	01-445-4520	Public Buildings Rpr & Mtce	104714	4/23/2018	05/21/2018
Total:	755.00	*Vendor Total				
Interactive Building Solutions, LLC						
050600						
PD HVAC ACI's proposal/diagnosis	1,407.36	01-445-4520	Public Buildings Rpr & Mtce	105383	5/8/2018	05/21/2018
Total:	1,407.36	*Vendor Total				
Janco Chemical Supply, Inc						
000660						
Custodial Supplies	195.35	01-445-4421	Custodial Supplies	275281	4/27/2018	05/21/2018
Total:	195.35	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Kane County Chiefs of						
001920						
Major Crimes Task Force Member Fee	500.00	01-440-4390	Dues & Meetings	2018-05	4/30/2018	05/21/2018
Total:	500.00	*Vendor Total				
Kane County Finance Dept.						
042380						
2010 Loan Interest	5,068.75	60-445-4706	Debt Interest Payment	2018-0000000	5/10/2018	05/21/2018
Total:	5,068.75	*Vendor Total				
Kane County Treasurer						
030330						
24 N Monroe/Property Taxes	1,914.86	01-490-4799	Misc. Expenditures	15-04-206-01	5/16/2018	05/21/2018
John St/Property Taxes	1,060.28	12-430-4799	Misc. Expenditures	15-04-255-03	5/16/2018	05/21/2018
Randall Rd/Property Taxes	288.32	60-445-4799	Misc. Expenditures	15-05-400-05	5/16/2018	05/21/2018
Total:	3,263.46	*Vendor Total				
Marberry Cleaners						
008430						
Blanket Cleaning	8.00	01-440-4450	Prisoner Mtce & Supplies	04302018	4/30/2018	05/21/2018
Total:	8.00	*Vendor Total				
MDS Technologies, Inc.						
467635						
PCI Study/Final	4,950.00	21-450-4255	Engineering	18428	4/30/2018	05/21/2018
Total:	4,950.00	*Vendor Total				
Menards						
016070						
Cord, Snaps, Bolts	47.90	01-445-4544	Storm Drain Maintenance	86063	4/23/2018	05/21/2018
Sash Cord	7.99	01-445-4544	Storm Drain Maintenance	86082	4/23/2018	05/21/2018
Lopper, Hose,Trash Bags, Reach Tool	188.74	01-445-4544	Storm Drain Maintenance	86340	4/26/2018	05/21/2018
Mulch	15.12	01-445-4544	Storm Drain Maintenance	86704	4/30/2018	05/21/2018
New Mini Fridge For Crew/TP	161.41	60-445-4567	Treatment Plant Repair/Maint	86771	5/1/2018	05/21/2018
Thermostats & Weed Killer For TPs	111.51	60-445-4567	Treatment Plant Repair/Maint	86780	5/1/2018	05/21/2018
Total:	532.67	*Vendor Total				
Michael R. Quinn						
033280						
Transportation Reimbursement/Quinn	180.57	01-440-4370	Conferences & Travel	04.11-04.13	4/13/2018	05/21/2018
Total:	180.57	*Vendor Total				
Mid American Water						
013680						
PVC Pipe & Couplings	215.88	01-445-4544	Storm Drain Maintenance	147152A	4/13/2018	05/21/2018
PVC Pipe & Couplings	194.92	01-445-4544	Storm Drain Maintenance	147574A	4/24/2018	05/21/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Clean Out/Tee-Wye	113.00	01-445-4544	Storm Drain Maintenance	147617A	4/25/2018	05/21/2018
Total:	523.80	*Vendor Total				
Midwest Trading						
029150						
Potting Soil	352.50	01-490-4761	Beautification Committee	I442207	5/1/2018	05/21/2018
Total:	352.50	*Vendor Total				
Muller & Muller, Ltd.						
467647						
Illumination @ Silo	72.50	12-438-4255	Engineering	171014-04	4/30/2018	05/21/2018
Total:	72.50	*Vendor Total				
NAVSURFWARCENDIV						
049890						
Night Vision Goggle Agreement/May 2018-19	600.00	01-440-4799	Misc.	N00164LEO8	5/8/2018	05/21/2018
Total:	600.00	*Vendor Total				
North Aurora NAPA, Inc.						
038730						
Squad Parts/Squad 74	228.29	01-440-4511	Vehicle Repair and Maint	291165	4/23/2018	05/21/2018
Squad Parts/Squad 74	7.62	01-440-4511	Vehicle Repair and Maint	291166	4/23/2018	05/21/2018
Oil Filter	17.04	01-445-4510	Equipment/IT Maint	291657	4/16/2018	05/21/2018
Oil Filter	133.44	01-445-4511	Vehicle Repair and Maint	291813	4/18/2018	05/21/2018
Penetrant Oil	31.56	01-445-4511	Vehicle Repair and Maint	291821	4/18/2018	05/21/2018
Squad Parts/Squad 73	189.41	01-440-4511	Vehicle Repair and Maint	291911	4/19/2018	05/21/2018
Brake Piston	12.09	01-445-4511	Vehicle Repair and Maint	291918	4/19/2018	05/21/2018
Disk Brake Tool Set	52.64	01-445-4511	Vehicle Repair and Maint	291962	4/19/2018	05/21/2018
Brake Rotor	224.46	01-445-4511	Vehicle Repair and Maint	291999	4/20/2018	05/21/2018
Paint	7.28	01-445-4511	Vehicle Repair and Maint	293113	5/3/2018	05/21/2018
Total:	903.83	*Vendor Total				
North East Multi-Regional						
001520						
Training Class/Manko	175.00	01-440-4380	Training	235346	4/25/2018	05/21/2018
Total:	175.00	*Vendor Total				
North Towne Homeowners Assn.						
041680						
Water Refund/Double Payment	105.95	60-320-3340	Water Collections	05022018	5/3/2018	05/21/2018
Sewage Refund/Double Payment	8.79	18-320-3350	Sewer Collection	05022018-002	5/3/2018	05/21/2018
Total:	114.74	*Vendor Total				
Office Depot						
035720						
Cert Supplies	185.24	01-440-4558	Emergency Management	2183626192	4/26/2018	05/21/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<hr/>						
Total:	185.24	*Vendor Total				
Oxie Valley Electric Supply, Inc.						
048340						
Street Light Bulbs	288.00	10-445-4661	Street Light Repair/Maint	2253	4/3/2018	05/21/2018
Total:	288.00	*Vendor Total				
Paddock Publications						
044240						
Subscription 5.9 - 7.3	58.00	01-410-4411	Office Expenses	05092018	5/9/2018	05/21/2018
Total:	58.00	*Vendor Total				
Ray O'Herron Co Inc						
000940						
Honor Guard Equipment	408.92	01-440-4799	Misc.	1822464-IN	4/25/2018	05/21/2018
Total:	408.92	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Engineer At Monthly Development Mtg	257.00	01-441-4255	Engineering	26248	4/11/2018	05/21/2018
PCI Rating	735.00	01-445-4255	Engineering	26248-002	4/11/2018	05/21/2018
Fox Metro Meeting/Dan Watson	210.19	01-445-4255	Engineering	26249	4/12/2018	05/21/2018
2018 Street Improvements	10,081.24	21-450-4255	Engineering	26258	4/12/2018	05/21/2018
Completion Design/Bid	1,764.00	60-470-4255	Engineering	26273	4/18/2018	05/21/2018
Total:	13,047.43	*Vendor Total				
Rubino Engineering, Inc.						
039500						
2018 Street Improvements/FINAL	10,050.00	21-450-4255	Engineering	4290	5/10/2018	05/21/2018
Total:	10,050.00	*Vendor Total				
Russo Power Equipment Inc.						
036290						
Grass Seed, Straw Blanket, Staples	702.35	01-445-4544	Storm Drain Maintenance	4925934	4/30/2018	05/21/2018
Total:	702.35	*Vendor Total				
Secretary of State						
002690						
License Plate Fee/Truck #146	8.00	71-430-4869	Vehicles	04272018	4/27/2018	05/21/2018
Total:	8.00	*Vendor Total				
SHI International Corp.						
047000						
Auto CAD Renewal Adv	382.20	01-430-4510	Equipment/IT Maint	B08111668	4/20/2018	05/21/2018
ForitToken Hardware	337.80	71-430-4870	Equipment	S47491542	4/26/2018	05/21/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	720.00	*Vendor Total				
Skeleton Key						
46440						
Filemake- Renewal Annual	3,230.00	01-440-4510	Equipment/IT Maint	59929	4/14/2018	05/21/2018
Total:	3,230.00	*Vendor Total				
SmithAmundsen LLC						
039030						
Legal- Local 150	3,185.00	01-445-4260	Legal	551714	5/3/2018	05/21/2018
Total:	3,185.00	*Vendor Total				
Somonauk Water Lab, Inc.						
030510						
Water Samples/April	218.50	60-445-4562	Testing (water)	180415	4/30/2018	05/21/2018
Total:	218.50	*Vendor Total				
Steven Lynch						
467683						
Mailbox Reimbursement/848 Bennett Dr/Hit By	68.91	01-445-4799	Misc. Expenditures	05082018	5/8/2018	05/21/2018
Total:	68.91	*Vendor Total				
Strang, Inc.						
029020						
Trees Planted	787.50	01-445-4532	Tree Service	5878	4/18/2018	05/21/2018
Total:	787.50	*Vendor Total				
The Turf Room Restaurant, Inc.						
467684						
Cash Guaranty Deposit Refund/Orchard Comm	50,000.00	90-000-2226	Deposits Lieu of LOC's	05142018	5/14/2018	05/21/2018
Total:	50,000.00	*Vendor Total				
Third Millennium Assoc. , Inc.						
033470						
Newletter Printing	1,790.58	01-430-4507	Printing	22051-001	4/30/2018	05/21/2018
April Utility Bills	1,979.12	60-445-4507	Printing	22051-002	4/30/2018	05/21/2018
Total:	3,769.70	*Vendor Total				
Traffic Control & Protection						
021520						
Arrow Sign	37.70	01-445-4545	Traffic Signs & Signals	92426	5/1/2018	05/21/2018
Street Name Signs & Brackets	184.10	01-445-4545	Traffic Signs & Signals	92443	5/2/2018	05/21/2018
Total:	221.80	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
United States Postmaster						
001070						
2018 Annual Wtr Qlty Reports/Postage Permit :	1,184.04	60-445-4505	Postage	604454505	5/15/2018	05/21/2018
Total:	1,184.04	*Vendor Total				
Village of Montgomery						
047080						
New World System Maintenance	10,366.00	01-430-4510	Equipment/IT Maint	MPD0000013	4/25/2018	05/21/2018
Leads 2000 Maintenance	3,084.00	01-440-4652	Communications	MPD0000013	4/25/2018	05/21/2018
Total:	13,450.00	*Vendor Total				
Water Products Company						
001170						
Hyd Meter Fitting	229.00	60-445-4563	Fire Hydrant Repair/maint	0280195	5/2/2018	05/21/2018
Total:	229.00	*Vendor Total				
Weblinx Incorporated						
031420						
Website Maint- April 2018	200.00	01-430-4512	Website Maintenance	25881	4/3/2018	05/21/2018
Total:	200.00	*Vendor Total				
Xerox Corporation						
040890						
Copier Maintenance	85.00	01-440-4510	Equipment/IT Maint	093049787	5/1/2018	05/21/2018
Total:	85.00	*Vendor Total				
Report Total:	202,048.20					

Village of North Aurora Memorandum



To: President and Board of Trustees

From: Bill Hannah, Finance Director

CC: Steve Bosco, Village Administrator

Date: May 14, 2018

RE: Approval of FY 2018-19 Budget

Attached is the Ordinance approving the FY 2018-19 Budget numbers as well as the Salary Schedule which incorporates authorized levels of positions/staffing. Also attached is a list of changes that have been made to the Draft Budget since the Draft Budget was issued in early April. In some cases projections for the current year have been changed based on updated information.

Wage rates and salary ranges for union positions listed are the current rates in effect. Once the new wage rates are finalized with a new collective bargaining agreement for each of the three units those new rates will go into effect once the CBA is approved by the Village and union and will be automatically updated in the Salary Schedule.

As always we will continually monitor this annual financial plan and all revenue/expenditure projections going forward as the year begins, and recommend changes or modifications to the Budget if projections begin to substantially change.

We anticipate final budget documents will be available by early June.

Village of North Aurora
List of Changes to FY 2018-19 Draft Budget

<u>Fund/Dept</u>	<u>Account</u>	<u>Account</u>	<u>Draft Budget</u>	<u>Increase/Dec Amount</u>	<u>Revised Budget</u>	<u>Reason</u>
<u>Revenues</u>						
Licenses and Permits	Building Permits	01.310.3130	225,000	35,000	260,000	Recoup of Money on Permit From Contracting Out Residential Homes
	Total General Fund:			<u>35,000</u>		
<u>Expenditures</u>						
Community Development	Building Inspections	01.441.4276	25,000	35,000	60,000	Contracting out Residentail Homes Reviews, Recoup Money on Permit
	Total General Fund:			<u>35,000</u>		
Capital/Village Facilities	Contractual Services	21.452.4501	20,000	25,000	45,000	Carry Over Public Works Facility Assessment
Capital/Non-Departmental	Contractual Services	21.456.4501	-	35,000	35,000	Remediation/Demo 24 N. Monroe
	Total Capital Fund:			<u>60,000</u>		
Water Operations	Treatment Plant Repair	60.445.4567	80,200	38,000	118,200	Carry Over HMO Radium Sludge Removal
Water - West TP	Capital Improvements	60.466.4875	-	160,000	160,000	MIOX Tanks Replacement Project West Treatment Plant
	Total Water Fund:			<u>198,000</u>		
Vehicle and Equipment	Vehicles	71.430.4869	460,000	15,000	475,000	Increase in Replacement Cost for new 6-Wheeler Truck
Vehicle and Equipment	Equipment	71.430.4870	199,010	65,000	264,010	Increase Squad Video Replacements \$25,000; and \$40,000 Contingency
	Total Vehicle and Equip Fund:			<u>80,000</u>		
	Total Revenue Changes:			35,000		
	Total Expenditure Changes:			373,000		

Ordinance No. _____

An Ordinance Adopting the Budget of the Village of North Aurora for the Fiscal Year Beginning June 1, 2018 and Ending May 31, 2019

WHEREAS, the Village of North Aurora has adopted the Illinois Budget Act; and

WHEREAS, a Draft Budget for the Village fiscal year beginning June 1, 2018, and ending May 31, 2019, has been made conveniently available for inspection by the public at least ten (10) days prior to the passage of this Ordinance; and

WHEREAS, notice was duly published of a hearing on such budget by publication on April 24, 2018; and

WHEREAS, a public hearing was conducted by the corporate authorities of the Village of North Aurora on May 7, 2018 at which comments by the public were invited; and

WHEREAS, changes have been made to the Draft Budget since it was made available; and

WHEREAS, the Village complied with PA 97-0609 regarding the posting and making available for view employee compensation packages during the budget process.

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

1. The North Aurora Budget for fiscal year beginning June 1, 2018, and ending May 31, 2019 as well as the Salary Schedule and Authorized Staffing, is hereby approved and adopted.
2. A true and correct copy of such budget is marked Exhibit "A" and is attached to and incorporated in this Ordinance.
3. This Ordinance is in 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 _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Mark Guethle _____

Mark Carroll _____

Mark Gaffino _____

Tao Martinez _____

Michael Lowery _____

Laura Curtis _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

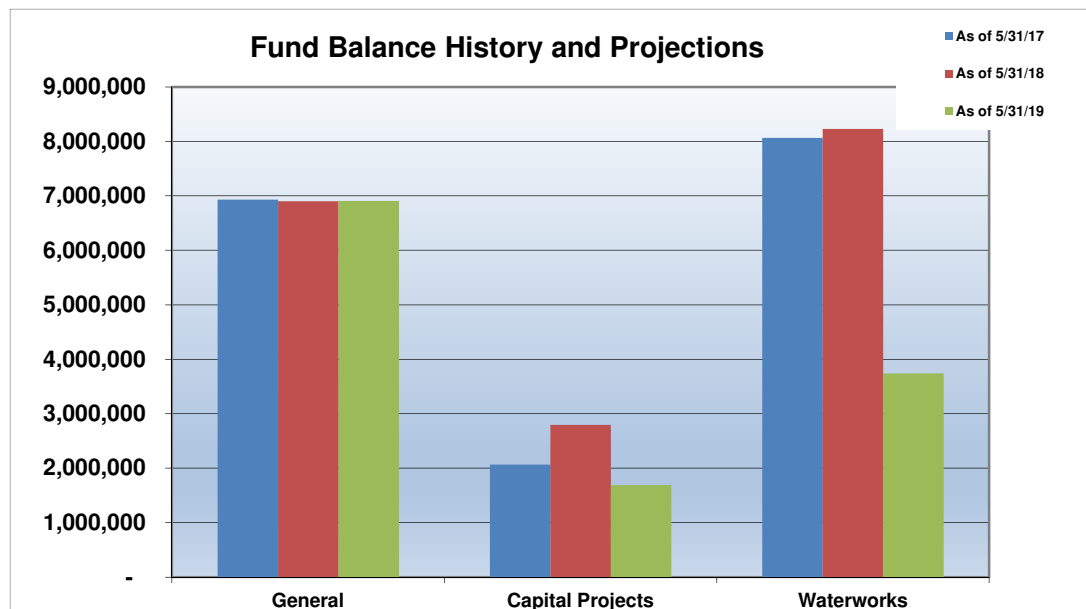
Village President Dale Berman

ATTEST:

Village Clerk

**Village of North Aurora
FY 2018-2019 Budget Summary
Summary of All Funds**

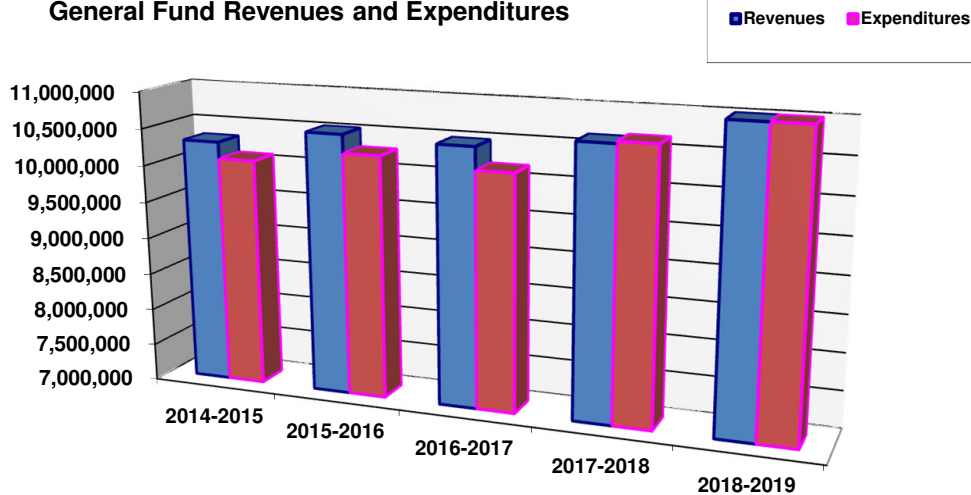
Fund	Projected Fund Balance As of 5/31/18	FY 18-19 Budgeted Revenues	FY 18-19 Budgeted Expenditures	Revenues Over/(Under) Expenditures	Projected Fund Balance As of 5/31/19
General	6,901,836	11,070,930	11,065,798	5,132	6,906,968
Motor Fuel Tax	885,016	475,000	560,500	(85,500)	799,516
Route 31 TIF	1,472,728	516,739	965,400	(448,661)	1,024,067
Speery TIF	7,950	5,873	12,000	(6,127)	1,823
N. Lincolnway TIF	41,271	17,130	55,000	(37,870)	3,401
Insurance	300,020	355,000	350,000	5,000	305,020
Tourism	79,101	179,000	178,200	800	79,901
Special Service Areas	155,414	23,300	37,908	(14,608)	140,806
Sanitary Sewer	1,548,724	123,000	490,875	(367,875)	1,180,849
Capital Projects	2,790,911	2,023,000	3,128,085	(1,105,085)	1,685,826
Library Debt Service	101,433	545,307	537,538	7,770	109,203
Police Station Debt Service	263,685	627,192	624,100	3,092	266,777
Waterworks	8,230,768	2,894,750	7,384,912	(4,490,162)	3,740,606
Vehicle and Equipment Fund	1,725,022	445,594	749,010	(303,416)	1,421,606
Police Pension Trust	17,591,923	2,539,300	956,454	1,582,846	19,174,769
TOTAL ALL FUNDS:	42,095,802	21,841,115	27,095,780	(5,254,664)	36,841,138
Less					
Police Pension Trust	(17,591,923)	(2,539,300)	(956,454)	(1,582,846)	(19,174,769)
REVISED TOTAL:	24,503,879	19,301,815	26,139,326	(6,837,510)	17,666,369



**Village of North Aurora
FY 2017-2018 Budget
General Fund Summary**

	2014-2015 Actual	2015-2016 Actual	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget
Beginning Fund Balance				6,930,221	6,930,221	6,901,836
<u>Revenues</u>						
Property Taxes	2,075,740	2,112,940	2,168,762	2,230,000	2,228,000	2,278,000
Sales Tax	4,289,805	4,394,997	4,579,287	4,715,000	4,680,000	4,750,000
Income Tax	1,688,499	1,714,327	1,612,400	1,685,000	1,585,000	1,660,000
Other Taxes	655,304	685,771	698,623	716,000	725,000	872,000
Licenses and Permits	959,069	830,156	472,776	420,800	444,800	458,300
Franchises	263,099	278,676	281,600	305,000	290,000	315,000
Charges for Services	82,196	55,087	40,821	42,550	33,550	20,050
Rent	25,000	25,000	25,000	35,000	35,000	35,000
Fines and Forfeits	142,274	125,525	127,720	182,500	189,500	254,500
Investment Income	(206,835)	57,794	54,324	120,000	130,372	155,000
Miscellaneous	176,380	65,484	129,245	110,300	107,960	87,800
Transfers In	161,852	179,996	289,742	181,170	181,170	185,280
Total Revenues	10,312,383	10,525,753	10,480,300	10,743,320	10,630,352	11,070,930
<u>Expenditures</u>						
Legislative and Boards	98,045	97,728	93,826	108,738	96,653	96,649
Admin/Finance	803,586	954,847	970,456	1,135,010	1,060,621	1,212,201
Police Commission	2,021	17,181	3,262	6,675	6,546	7,675
Police Department	5,009,600	5,026,577	5,253,389	5,473,610	5,335,423	5,573,653
Community Development	485,845	474,440	558,424	597,207	587,397	638,580
Public Works	1,863,673	1,827,835	1,882,635	1,915,552	1,937,222	2,011,348
Sales Tax Rebates	737,929	711,440	690,055	760,000	755,000	770,000
Non-Departmental/Capital	93,452	97,019	101,558	119,000	257,000	132,000
Transfers	995,706	1,070,625	624,834	622,875	622,875	623,692
Total Expenditures	10,089,857	10,277,691	10,178,438	10,738,667	10,658,737	11,065,798
Revenues Over/(Under) Exp.	222,526	248,062	301,862	4,653	(28,385)	5,132
Ending Fund Balance				6,934,874	6,901,836	6,906,968

General Fund Revenues and Expenditures



	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
■ Revenues	10,312,383	10,525,753	10,480,300	10,630,352	11,070,930
■ Expenditures	10,089,857	10,277,691	10,178,438	10,658,737	11,065,798

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		2014-2015 Actual	2015-2016 Actual	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget
<u>Revenues</u>							
<u>Taxes</u>							
01.305.3010	Property Tax	1,929,677	1,961,804	2,012,527	2,070,000	2,071,000	2,121,000
01.305.3011	Property Tax - R&B	146,063	151,136	156,236	160,000	157,000	157,000
01.305.3020	Sales Tax	4,289,805	4,394,997	4,579,287	4,715,000	4,680,000	4,750,000
01.305.3024	Use Tax	349,767	391,475	424,459	450,000	455,000	480,000
01.305.3026	Auto Rental Tax	8,096	6,343	3,390	3,000	5,000	5,000
01.305.3027	Charitable Games Tax	-	-	-	-	-	-
01.305.3030	Income Tax	1,688,499	1,714,327	1,612,400	1,685,000	1,585,000	1,660,000
01.305.3037	Telecommunications Tax	76,194	69,611	64,687	66,000	64,000	155,000
01.305.3040	Replacement Tax	43,186	32,975	41,469	40,000	35,000	35,000
01.305.3042	Video Gaming Dist Fund Tax	55,547	68,420	80,135	85,000	87,000	94,000
01.305.3045	OTB Handle Tax	42,359	28,102	1,994	-	-	35,000
01.305.3046	Amusement Tax	80,155	88,845	82,489	72,000	79,000	68,000
	Total Taxes	8,709,348	8,908,035	9,059,072	9,346,000	9,218,000	9,560,000
<u>Licenses and Permits</u>							
01.310.3110	Business Licenses	27,465	29,780	31,435	35,000	31,000	25,000
01.310.3118	Liquor Licenses	56,940	57,860	63,013	61,000	63,000	65,000
01.310.3119	Antenna/Tower Licenses	6,400	4,000	3,000	4,000	4,000	4,000
01.310.3125	Business Registration	13,285	14,233	15,950	15,000	16,000	16,500
01.310.3130	Building Permits	767,576	570,546	272,442	225,000	225,000	260,000
01.310.3133	Plumbing Permits	10,800	21,295	10,040	13,000	35,000	14,000
01.310.3134	Contractor Licenses	53,808	34,775	53,927	40,000	42,000	46,000
01.310.3136	Temp Occupancy Fee	-	6,500	2,000	4,000	4,000	4,000
01.310.3137	Storm Drain Fees	2,500	23,813	1,300	4,000	4,000	4,000
01.310.3138	ROW Permits and Fees	420	-	420	-	-	-
01.310.3140	Zoning, Annexation, Sp. Use Fees	1,200	36,230	700	3,500	3,500	3,500
01.310.3145	Solicitor's Permits	3,050	1,200	725	1,000	1,000	1,000
01.310.3150	Overweight Truck Permits	15,250	29,425	17,325	15,000	16,000	15,000
01.310.3170	Towing Licenses	375	500	500	300	300	300
	Total Licenses and Permits	959,069	830,156	472,776	420,800	444,800	458,300
<u>Franchises</u>							
01.315.3210	Cable Franchise Fees	263,099	278,676	281,600	305,000	290,000	315,000
	Total Franchises	263,099	278,676	281,600	305,000	290,000	315,000
<u>Charges For Services</u>							
01.320.3300	GREAT Contributions	-	-	-	-	-	-
01.320.3301	DARE Contributions	-	-	-	-	-	-
01.320.3310	Accident Reports	1,887	1,690	1,625	1,200	1,200	1,200
01.320.3320	Police Services Fees	65,063	39,795	19,474	25,000	20,000	2,500
01.320.3326	Fingerprinting	1,825	1,835	2,070	1,800	1,800	1,800
01.320.3327	Printed Materials	73	32	24	50	50	50
01.320.3333	BRC/Variance Review Fees	300	-	656	500	500	500
01.320.3334	Adm Fee Escrow	13,048	11,735	16,972	14,000	10,000	14,000
	Total Charges for Services	82,196	55,087	40,821	42,550	33,550	20,050
<u>Rent</u>							
01.325.3220	Water Dept Rent	25,000	25,000	25,000	35,000	35,000	35,000
	Total Rent	25,000	25,000	25,000	35,000	35,000	35,000

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
<u>Fines and Forfeits</u>							
01.335.3410	Ordinance Violations	9,405	5,133	6,431	10,000	15,000	40,000
01.335.3415	Police Towing Admin Fees	-	-	21,000	60,000	50,000	60,000
01.335.3420	Circuit Court Fines	118,741	106,966	85,085	100,000	100,000	100,000
01.335.3425	Circuit Court DUI Fines	7,364	6,866	9,208	8,000	20,000	50,000
01.335.3426	Drug Fund	2,165	3,061	496	1,000	1,000	1,000
01.335.3427	Drug Forfeitures and Fines	-	-	-	-	-	-
01.335.3430	Alarm System Fines and Fees	4,600	3,500	5,500	3,500	3,500	3,500
	Total Fines and Forfeits	142,274	125,525	127,720	182,500	189,500	254,500
<u>Investment Income</u>							
01.370.3750	Interest on Investments	55,986	64,510	72,735	120,000	125,000	155,000
01.370.3752	Unrealized Market Value Adj	2,797	26,864	(19,153)	-	-	-
01.370.3753	Gain/(Loss) on Sale/Maturity	34	(33,579)	742	-	5,372	-
01.370.3755	IMET Gain/Loss	(265,652)	-	-	-	-	-
	Total Investment Income	(206,835)	57,794	54,324	120,000	130,372	155,000
<u>Miscellaneous</u>							
01.385.3810	School Reimbursement	7,761	7,842	-	7,800	7,800	7,800
01.385.3828	IMET Asset Recovery	-	-	-	-	25,000	-
01.385.3830	Police Commission Testing Fee	-	6,880	-	-	3,960	-
01.385.3850	Grants - Operating	46,226	19,264	6,660	25,000	2,500	2,500
01.385.3855	Grants - Capital	1,452	-	-	-	-	-
01.385.3860	Western Development GAP	-	-	-	-	-	-
01.385.3864	Insurance Claim Reimbursement	27,358	3,248	53,733	25,000	15,000	15,000
01.385.3875	Sale of Equipment/Assets	2,819	287	1,191	2,500	200	2,500
01.385.3885	Developer Contributions	-	-	-	-	-	-
01.385.3889	Capital Project Fees	-	-	-	-	-	-
01.385.3890	Miscellaneous	85,853	27,962	60,714	50,000	50,000	60,000
01.385.3897	Police Training Reimbursement	4,911	-	6,948	-	3,500	-
	Total Miscellaneous	176,380	65,484	129,245	110,300	107,960	87,800
<u>Transfers In</u>							
01.395.3911	Transfer from CDRL Fund	-	-	125,000	-	-	-
01.395.3922	Adm Fee SSA Funds	852	852	3,742	3,170	3,170	2,280
01.395.3931	Administrative Fee - Water	136,000	136,000	136,000	143,000	143,000	143,000
01.395.3937	Adm Fee NAAC	-	-	-	-	-	-
01.395.3938	Adm Fee Insurance	-	-	-	-	-	-
01.395.3939	Adm Fee Sewer Fund	25,000	25,000	25,000	35,000	35,000	40,000
01.395.3980	Transfer N. Lincolnway TIF Fund	-	18,144	-	-	-	-
	Total Transfers In	161,852	179,996	289,742	181,170	181,170	185,280
Total Revenues		10,312,383	10,525,753	10,480,300	10,743,320	10,630,352	11,070,930

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		<u>2014-2015</u> <u>Actual</u>	<u>2015-2016</u> <u>Actual</u>	<u>2016-2017</u> <u>Actual</u>	<u>2017-2018</u> <u>Budget</u>	<u>2017-2018</u> <u>Projected</u>	<u>2018-2019</u> <u>Budget</u>
<u>Legislative and Boards</u>							
01.410.4010	Stipend - Village President	10,225	10,500	10,525	10,800	10,800	10,800
01.410.4011	Stipend - Trustees	39,750	41,400	41,550	43,200	43,200	43,200
01.410.4012	Stipend - Village Clerk	6,625	6,900	6,925	7,200	7,200	7,200
01.410.4013	Stipend - Treasurer	3,600	2,700	-	-	-	-
01.410.4014	Stipend - Liquor Commission	1,200	1,200	1,200	1,200	1,200	1,200
01.410.4015	Per Diem - Police Pension Board	1,000	1,050	900	1,500	1,300	1,500
01.410.4016	Per Diem - Plan Commission	3,700	2,600	2,800	5,000	2,500	3,500
01.410.4110	FICA - Social Security and Med	4,698	4,797	4,605	4,753	4,753	4,774
01.410.4260	Legal	4,072	1,052	4,231	5,000	5,000	5,000
01.410.4280	Professional/Consulting	7,724	9,570	8,075	10,000	5,000	-
01.410.4370	Conferences and Travel	88	-	-	1,750	-	1,100
01.410.4390	Dues and Meetings	9,066	9,608	10,155	11,235	11,000	11,525
01.410.4411	Office Expenses	535	633	1,084	1,350	1,200	1,350
01.410.4799	Misc Expenditures	5,494	5,718	1,776	3,750	2,500	4,500
01.410.4870	Equipment	267	-	-	2,000	1,000	1,000
	Total Legislative and Boards	98,045	97,728	93,826	108,738	96,653	96,649

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2017-2018</u>	<u>2018-2019</u>
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
<u>Admin/Finance</u>							
01.430.4020	Salaries - Regular	454,876	488,626	510,991	549,452	555,000	616,242
01.430.4030	Salaries - Part-time	29,629	30,430	43,470	62,832	33,500	59,905
01.430.4050	Overtime	1,552	1,881	1,463	1,000	500	500
01.430.4110	FICA - Social Security and Med	35,043	36,824	38,956	46,841	45,000	51,763
01.430.4120	IMRF	55,843	60,105	64,612	67,424	67,000	74,444
01.430.4130	Health Insurance	75,705	79,563	81,241	84,061	80,150	91,819
01.430.4135	Life Insurance	315	274	198	226	226	261
01.430.4136	Dental Insurance	-	995	2,531	3,039	3,039	3,733
01.430.4260	Legal Services	30,837	41,149	34,140	30,000	33,000	35,000
01.430.4265	Audit Services	18,804	25,030	27,116	27,109	26,000	20,750
01.430.4267	Finance Services	15,577	15,306	21,397	40,100	28,000	26,000
01.430.4280	Professional/Consulting Fees	-	79,859	15,717	48,500	28,000	40,000
01.430.4370	Conferences and Travel	3,108	3,323	3,362	6,900	5,500	10,300
01.430.4380	Seminars and Training	626	570	2,908	7,900	5,000	7,400
01.430.4390	Dues and Meetings	3,049	2,864	3,051	3,770	3,200	4,070
01.430.4411	Office Expenses	3,674	3,317	4,467	4,300	4,300	4,500
01.430.4420	Information Technology Supplies	-	988	1,862	5,000	2,000	5,000
01.430.4505	Postage	1,683	2,073	1,414	2,500	2,500	2,500
01.430.4506	Publishing/Advertising	1,550	2,554	3,952	4,180	4,180	4,330
01.430.4507	Printing	8,670	8,370	9,161	13,150	12,500	13,550
01.430.4510	Equipment/IT Repair and Maint	22,394	22,612	45,993	69,400	60,000	85,500
01.430.4512	Website Maintenance	3,703	7,817	3,172	3,300	3,300	3,000
01.430.4581	Banking Services/Fees	9,066	6,479	8,145	10,800	9,000	11,000
01.430.4651	Telephone	3,877	4,990	4,193	5,500	5,500	5,500
01.430.4652	Communications	8,430	7,991	10,464	10,850	10,850	10,850
01.430.4799	Miscellaneous	3,620	6,207	7,911	9,500	10,000	9,940
01.430.4870	Equipment	1,520	2,221	3,192	2,000	8,000	2,000
01.430.4931	Vehicle Equipment Fund Charges	10,434	12,427	15,378	15,376	15,376	12,344
	Total Admin/Finance	803,586	954,847	970,456	1,135,010	1,060,621	1,212,201

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
<u>Police Commission</u>							
01.439.4015	Meetings Per Diem	1,150	2,050	900	1,500	1,500	1,500
01.439.4260	Legal	-	-	-	800	-	800
01.439.4370	Conventions and Travel	-	-	-	-	-	-
01.439.4380	Recruit Testing	496	14,633	1,876	4,000	4,671	5,000
01.439.4390	Dues and Meetings	375	375	375	375	375	375
01.439.4799	Misc Expenditures	-	123	111	-	-	-
	Total Police Commission	2,021	17,181	3,262	6,675	6,546	7,675
<u>Police</u>							
01.440.4020	Salaries - Regular	2,569,737	2,668,727	2,778,345	2,841,513	2,815,000	2,881,345
01.440.4030	Salaries - Part-time	46,828	49,805	70,519	62,392	62,000	63,639
01.440.4050	Salaries - Overtime	163,781	180,186	133,067	160,000	160,000	160,000
01.440.4060	Salaries - Court Time	17,197	15,716	14,612	18,000	16,000	16,900
01.440.4065	Service Pay	49,544	28,199	12,856	25,000	13,000	2,500
01.440.4070	On-Call Pay	21,199	23,295	22,917	24,000	24,000	19,000
01.440.4110	FICA - Social Security and Med	207,687	218,215	218,698	242,546	240,000	242,290
01.440.4120	IMRF	12,114	12,798	13,932	13,734	13,000	12,140
01.440.4130	Health Insurance	393,514	415,397	405,281	424,481	385,000	393,336
01.440.4135	Life Insurance	1,870	1,620	1,288	1,401	1,401	1,349
01.440.4136	Dental Insurance	-	3,678	9,104	9,805	9,805	9,702
01.440.4140	Police Pension	830,000	747,000	925,000	956,000	956,000	1,047,000
01.440.4160	Uniform Allowance	25,264	34,230	31,907	25,850	25,850	28,250
01.440.4260	Legal Services	33,336	28,541	26,161	35,000	30,000	40,000
01.440.4370	Conferences and Travel	-	-	11,021	8,450	8,450	8,450
01.440.4380	Training	22,685	26,212	22,477	27,231	35,000	21,334
01.440.4383	Firearm Training	25,635	16,858	17,199	20,000	20,000	24,200
01.440.4385	Tuition Reimbursement	500	-	-	-	-	-
01.440.4390	Dues and Meetings	10,768	11,993	12,438	13,139	13,139	13,804
01.440.4411	Office Expenses	9,142	11,436	7,964	11,250	10,000	11,500
01.440.4440	Gas and Oil	69,021	56,491	48,543	65,000	55,000	65,000
01.440.4450	Prisoner MTCE and Supplies	852	1,232	1,032	1,000	1,300	1,000
01.440.4491	Too Good for Drugs	-	-	-	-	-	-
01.440.4492	DARE Program Expenses	-	-	-	-	-	-
01.440.4493	Drug Fund Other Expenses	15,404	-	1,376	16,000	-	2,000
01.440.4494	Drug Seizure Program Expenses	-	-	-	-	-	-
01.440.4496	DUI Prevention (DUI Fines)	-	2,900	-	16,000	-	16,000
01.440.4498	Community Service	7,827	8,020	8,934	13,600	12,000	13,600
01.440.4505	Postage	2,347	1,086	1,276	2,100	2,100	2,100
01.440.4510	Equipment/IT Repair and Maint	55,657	33,848	31,628	24,065	24,065	46,554
01.440.4511	Vehicle Repair and Maint	40,356	54,385	47,201	47,700	45,000	43,320
01.440.4523	Animal Control	1,050	1,410	425	1,500	1,500	1,500
01.440.4555	Investigations	5,406	5,741	6,293	6,300	9,500	7,800
01.440.4557	Evidence Processing	2,977	1,393	2,399	2,500	2,500	2,500
01.440.4556	Licensing	-	-	-	300	300	300
01.440.4558	Emergency Management	18,746	12,709	12,097	12,350	12,350	13,200
01.440.4651	Telephone	11,812	9,528	12,912	11,000	14,000	11,000
01.440.4652	Communications	167,963	175,143	173,511	185,590	180,000	185,600
01.440.4799	Miscellaneous	10,534	8,720	12,843	11,050	11,050	11,150
01.440.4870	Equipment	8,315	9,451	5,650	22,650	12,000	6,050
01.440.4931	Vehicle Equipment Fund Charges	150,532	150,613	152,482	115,113	115,113	148,240
	Total Police	5,009,600	5,026,577	5,253,389	5,473,610	5,335,423	5,573,653

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2017-2018</u>	<u>2018-2019</u>
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
<u>Community Development</u>							
01.441.4020	Salaries - Regular	216,265	232,077	290,252	317,996	320,000	334,847
01.441.4030	Salaries - Part-time	44,728	38,773	27,309	16,937	16,000	18,721
01.441.4050	Salaries - Overtime	4,506	165	1,552	2,500	1,000	2,500
01.441.4110	FICA - Social Security and Med	19,798	20,143	23,584	25,815	24,000	27,239
01.441.4120	IMRF	29,523	30,615	37,221	36,633	35,000	37,143
01.441.4130	Health Insurance	24,629	30,588	34,339	37,929	37,000	30,698
01.441.4135	Life Insurance	188	150	136	181	181	174
01.441.4136	Dental Insurance	-	324	947	1,128	1,128	1,183
01.441.4160	Uniform Allowance	142	-	323	500	500	500
01.441.4255	Engineering Services	23,807	27,873	26,369	30,000	27,000	30,000
01.441.4260	Legal Services	19,406	15,855	11,578	20,000	15,000	20,000
01.441.4275	Planning	875	3,942	2,358	8,000	5,000	5,000
01.441.4276	Inspection Services	44,304	11,026	35,781	18,000	37,000	60,000
01.441.4280	Professional Consulting Fees	197	2,210	14,500	15,000	12,000	15,000
01.441.4370	Conferences and Travel	2,545	2,809	141	4,900	4,900	5,100
01.441.4380	Training	380	250	622	2,000	2,000	2,000
01.441.4385	Tuition Reimbursement	-	-	-	-	-	-
01.441.4390	Dues and Meetings	1,108	1,218	5,479	5,400	5,300	5,400
01.441.4411	Office Expenses	3,650	4,226	5,001	4,000	4,000	4,000
01.441.4440	Gas and Oil	3,033	1,661	1,770	4,000	3,000	3,000
01.441.4505	Postage	1,870	2,026	1,259	1,800	1,800	1,800
01.441.4506	Publishing	2,281	2,519	3,304	4,000	3,500	4,000
01.441.4507	Printing	1,559	890	2,293	1,000	1,300	1,500
01.441.4510	Equipment/IT Repair and Maint	9,365	10,128	189	700	700	700
01.441.4511	Vehicle Repair and Maint	103	330	-	1,000	500	1,000
01.441.4531	Grass Cutting	5,791	12,388	5,724	10,000	3,000	8,000
01.441.4651	Telephone	3,206	3,104	2,127	3,500	3,000	3,500
01.441.4652	Communications	1,669	1,692	1,854	1,850	1,850	1,850
01.441.4799	Miscellaneous	1,171	527	1,578	1,000	300	1,500
01.441.4870	Equipment	40	-	130	500	500	500
01.441.4931	Vehicle Equipment Fund Charges	19,706	16,933	20,705	20,938	20,938	11,725
	Total Community Development	485,845	474,440	558,424	597,207	587,397	638,580

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		2014-2015	2015-2016	2016-2017	2017-2018	2017-2018	2018-2019
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
Public Works							
01.445.4020	Salaries - Regular	557,056	601,076	618,378	671,884	672,000	705,124
01.445.4030	Salaries - Part-time	24,427	3,549	5,493	13,000	5,000	18,000
01.445.4050	Salaries - Overtime	36,757	32,947	36,385	30,000	45,000	42,000
01.445.4070	On-Call Pay	12,318	12,658	11,364	18,000	18,000	18,000
01.445.4110	FICA - Social Security and Med	47,236	48,301	50,614	56,067	56,067	59,910
01.445.4120	IMRF	69,675	74,771	80,946	82,660	81,000	84,602
01.445.4130	Health Insurance	80,351	96,457	110,208	117,086	114,000	123,831
01.445.4135	Life Insurance	603	511	427	452	452	435
01.445.4136	Dental Insurance	-	655	1,758	2,310	2,310	2,425
01.445.4160	Uniform Allowance	1,911	3,277	2,628	3,300	3,300	3,300
01.445.4255	Engineering Services	11,120	54,266	40,927	10,000	7,800	20,000
01.445.4260	Legal Services	5,831	4,511	3,561	2,500	2,500	2,500
01.445.4280	Professional Consulting	-	15,000	-	-	-	-
01.445.4370	Conferences and Travel	12	7	9	3,000	1,000	4,800
01.445.4380	Training	40	270	176	1,000	3,800	3,000
01.445.4390	Dues and Meetings	613	942	280	2,300	2,000	1,765
01.445.4411	Office Expenses	3,371	3,169	3,358	3,100	3,100	3,100
01.445.4421	Custodial Supplies	7,236	10,042	10,686	13,500	13,000	13,500
01.445.4439	Salt	-	-	2,608	2,750	2,750	11,050
01.445.4440	Gas and Oil	26,592	15,865	19,279	25,000	22,000	25,000
01.445.4505	Postage	1,464	2,029	1,259	2,000	1,000	2,000
01.445.4506	Publishing	2,263	1,224	1,168	1,800	1,800	1,500
01.445.4507	Printing	117	1,402	298	500	500	500
01.445.4510	Equipment/IT Repair and Maint	4,622	6,930	6,226	10,000	9,000	10,000
01.445.4511	Vehicle Repair and Maint	42,905	45,203	68,294	45,000	55,000	61,900
01.445.4520	Public Buildings Repair and Maint	83,892	92,079	175,572	72,500	150,000	82,600
01.445.4521	Mosquito Control	50,756	52,299	53,847	55,000	55,000	55,000
01.445.4530	Public Grounds/Parks Maint	21,124	21,855	26,101	10,000	20,000	19,000
01.445.4531	Grass Cutting	26,973	29,242	40,425	47,000	43,000	32,000
01.445.4532	Tree Service	283,322	208,538	110,420	109,000	95,000	119,000
01.445.4538	Snow Removal	158,783	77,450	66,454	160,000	135,000	160,000
01.445.4540	Streets and Alleys Repair and Mnt	22,654	31,067	25,812	30,000	30,000	30,000
01.445.4543	Sidewalks Repair and Maint	21,316	32,654	42,851	40,000	30,000	40,000
01.445.4544	Storm Drain Maintenance	13,569	20,195	9,366	15,000	5,000	12,000
01.445.4545	Traffic Signs and Signals	25,037	23,732	40,665	30,000	25,000	25,000
01.445.4570	Sewers Repair and Maint	-	-	330	-	-	-
01.445.4651	Telephone	7,149	6,375	4,662	7,000	6,000	7,000
01.445.4652	Communications	4,015	4,269	3,548	10,800	10,800	10,800
01.445.4660	Street Lighting and Poles	-	-	681	-	-	-
01.445.4662	Utility	22,917	9,600	3,335	10,000	4,000	7,500
01.445.4799	Miscellaneous	4,827	1,573	2,576	3,000	3,000	3,000
01.445.4870	Equipment Purchases	2,071	3,170	6,315	4,000	8,000	6,000
01.445.4931	Vehicle Equipment Fund Charges	178,749	178,676	193,348	195,043	195,043	184,206
	Total Public Works	1,863,673	1,827,835	1,882,635	1,915,552	1,937,222	2,011,348

**Village of North Aurora
FY 2018-2019 Budget**

General Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
<u>Non-Departmental</u>							
01.490.4131	Post-Retirement Benefits	-	-	-	-	-	-
01.490.4510	Equipment Repair and Maint	-	-	-	-	-	-
01.490.4758	Fireworks	6,000	6,000	6,000	25,000	25,000	25,000
01.490.4761	Beautification Committee	3,096	4,123	3,615	5,000	7,000	10,000
01.490.4762	Veterans Memorial Committee	-	-	-	-	-	-
01.490.4763	Historical Society	-	-	-	-	-	-
01.490.4764	Riverfront Committee	-	-	-	-	-	-
01.490.4781	Sales Tax Rebates	737,929	711,440	690,055	760,000	755,000	770,000
01.490.4789	Public Access Cable	84,356	86,896	91,944	89,000	95,000	97,000
01.490.4799	Misc. Expenditures	-	-	-	-	-	-
01.490.4875	Capital Improvements	-	-	-	-	130,000	-
	Total Non-Departmental	831,382	808,459	791,613	879,000	1,012,000	902,000
<u>Transfers</u>							
01.495.4965	Transfer to NAAC	-	-	-	-	-	-
01.495.4970	Transfer to Capital Projects	300,000	400,000	-	-	-	-
01.495.4975	Transfer to Tourism	5,000	-	-	-	-	-
01.495.4977	Transfer to Insurance	-	75,000	-	-	-	-
01.495.4980	Transfer to Police Station Debt	690,706	595,625	624,834	622,875	622,875	623,692
	Total Transfers	995,706	1,070,625	624,834	622,875	622,875	623,692

Village of North Aurora
FY 2018-2019 Budget

Motor Fuel Tax Fund

		2014-2015 <u>Actual</u>	2015-2016 <u>Actual</u>	2016-2017 <u>Actual</u>	2017-2018 <u>Budget</u>	2017-2018 <u>Projected</u>	2018-2019 <u>Budget</u>
Beginning Fund Balance					1,167,516	1,167,516	885,016
<u>Revenues</u>							
<u>Taxes</u>							
10.305.3025	Motor Fuel Tax	501,221	458,252	459,671	460,000	460,000	460,000
	Total Taxes	501,221	458,252	459,671	460,000	460,000	460,000
<u>Investment Income</u>							
10.370.3750	Interest on Investments	226	1,826	7,048	10,000	10,000	15,000
	Total Investment Income	226	1,826	7,048	10,000	10,000	15,000
Total Revenues		501,447	460,078	466,718	470,000	470,000	475,000
<u>Expenditures</u>							
<u>Public Works</u>							
10.445.4255	Engineering	29,352	61,522	8,595	5,000	-	-
10.445.4439	Salt	144,544	151,503	148,301	160,000	160,000	160,000
10.445.4540	Streets and Alleys Repair/Maint	79,052	-	85,573	120,000	110,000	105,000
10.445.4581	Banking Services/Fees	257	371	18	500	500	500
10.445.4660	Street Lighting	98,655	110,680	105,238	110,000	110,000	110,000
10.445.4661	Street Light Repair/Maint/Replace	45,141	77,566	35,280	199,840	160,000	185,000
10.445.4705	Debt Principal Payment	-	-	-	-	-	-
10.445.4706	Debt Interest Payment	-	-	-	-	-	-
10.445.4709	Fiscal Agent Fees	-	-	-	-	-	-
10.445.4799	Misc	-	-	317	-	-	-
10.445.4875	Capital Improvements	(1,722)	225,837	186,023	400,000	212,000	-
	Total Public Works	395,279	627,479	569,346	995,340	752,500	560,500
Total Expenditures		395,279	627,479	569,346	995,340	752,500	560,500
Revenues Over/(Under) Expenditures		106,168	(167,401)	(102,627)	(525,340)	(282,500)	(85,500)
Ending Fund Balance					642,176	885,016	799,516

Village of North Aurora
FY 2018-2019 Budget

Route 31 TIF Fund

		2014-2015 <u>Actual</u>	2015-2016 <u>Actual</u>	2016-2017 <u>Actual</u>	2017-2018 <u>Budget</u>	2017-2018 <u>Projected</u>	2018-2019 <u>Budget</u>
Beginning Fund Balance					1,222,287	1,222,287	1,472,728
<u>Revenues</u>							
<u>Taxes</u>							
12.305.3010	Property Tax	469,393	450,515	374,963	385,159	385,159	493,739
	Total Taxes	469,393	450,515	374,963	385,159	385,159	493,739
<u>Investment Income</u>							
12.370.3750	Interest on Investments	5,098	5,867	7,979	12,000	17,000	23,000
	Total Investment Income	5,098	5,867	7,979	12,000	17,000	23,000
<u>Miscellaneous</u>							
12.385.3855	Grants - Capital	12,621	-	-	-	-	-
12.385.3890	Misc. Revenue			3,075		200,000	
	Total Miscellaneous	12,621	-	3,075	-	200,000	-
	Total Transfers	-	-	-	-	-	-
	Total Revenues	487,112	456,381	386,016	397,159	602,159	516,739
<u>Expenditures</u>							
<u>Administration</u>							
12.430.4390	Dues and Meetings	-	-	-	-	-	-
12.430.4411	Office Expenses	-	-	-	-	-	-
12.430.4799	Misc. Expenditures	-	-	-	-	-	-
	Total Administration	-	-	-	-	-	-
<u>Professional Services</u>							
12.438.4255	Engineering	54,050	43,647	28,413	115,000	80,000	80,000
12.438.4260	Legal	80	2,469	1,896	3,500	4,500	3,500
12.438.4265	Audit Services	2,049	2,090	2,153	2,153	2,218	1,900
12.438.4280	Professional/Consulting Fees	7,189	6,090	11,690	45,000	25,000	45,000
	Total Professional Services	63,368	54,296	44,152	165,653	111,718	130,400
<u>Capital Improvements</u>							
12.480.4784	TIF Reimbursements/Grants	119,859	143,517	9,562	100,000	40,000	100,000
12.480.4875	Capital Improvements	15,764	813,087	273,064	350,000	200,000	735,000
	Total Capital Improvements	135,623	956,605	282,626	450,000	240,000	835,000
	Total Expenditures	198,991	1,010,901	326,778	615,653	351,718	965,400
Revenues Over/(Under) Expenditures		288,121	(554,520)	59,238	(218,494)	250,441	(448,661)
Ending Fund Balance					1,003,793	1,472,728	1,024,067

Village of North Aurora
FY 2018-2019 Budget

Sperry TIF Fund

		2014-2015 <u>Actual</u>	2015-2016 <u>Actual</u>	2016-2017 <u>Actual</u>	2017-2018 <u>Budget</u>	2017-2018 <u>Projected</u>	2018-2019 <u>Budget</u>
Beginning Fund Balance					3,583	3,583	7,950
<u>Revenues</u>							
<u>Taxes</u>							
13.305.3010	Property Tax	2,314	2,681	3,167	4,367	4,367	5,873
	Total Taxes	2,314	2,681	3,167	4,367	4,367	5,873
<u>Investment Income</u>							
13.370.3750	Interest on Investments	-	-	-	-	-	-
	Total Investment Income	-	-	-	-	-	-
	Total Revenues	2,314	2,681	3,167	4,367	4,367	5,873
<u>Expenditures</u>							
<u>Administration</u>							
13.430.4799	Misc. Expenditures	-	-	-	-	-	-
	Total Administration	-	-	-	-	-	-
<u>Professional Services</u>							
13.438.4255	Engineering	488	7,293	-	-	-	-
13.438.4260	Legal	352	450	-	-	-	-
13.438.4265	Accounting and Audit	-	-	-	-	-	-
13.438.4280	Professional/Consulting Fees	-	-	-	2,000	-	2,000
	Total Professional Services	840	7,743	-	2,000	-	2,000
<u>Capital Improvements</u>							
13.480.4875	Capital Improvements	-	-	-	-	-	10,000
	Total Capital Improvements	-	-	-	-	-	10,000
	Total Expenditures	840	7,743	-	2,000	-	12,000
Revenues Over/(Under) Expenditures		1,473	(5,062)	3,167	2,367	4,367	(6,127)
Ending Fund Balance					5,950	7,950	1,823

Village of North Aurora
FY 2018-2019 Budget

N. Lincolnway TIF Fund

		2014-2015 <u>Actual</u>	2015-2016 <u>Actual</u>	2016-2017 <u>Actual</u>	2017-2018 <u>Budget</u>	2017-2018 <u>Projected</u>	2018-2019 <u>Budget</u>
Beginning Fund Balance					29,047	29,047	41,271
<u>Revenues</u>							
<u>Taxes</u>							
20.305.3010	Property Tax	8,724	8,771	10,602	12,224	12,224	17,130
	Total Taxes	8,724	8,771	10,602	12,224	12,224	17,130
<u>Investment Income</u>							
20.370.3750	Interest on Investments	-	-	-	-	-	-
	Total Investment Income	-	-	-	-	-	-
	Total Revenues	8,724	8,771	10,602	12,224	12,224	17,130
<u>Expenditures</u>							
<u>Administration</u>							
20.430.4255	Engineering	-	-	-	-	-	-
20.430.4260	Legal	32	-	-	-	-	-
20.430.4275	Planning	-	-	-	-	-	-
20.430.4280	Professional Consulting	-	-	-	-	-	-
20.430.4799	Misc. Expenditures	-	-	-	-	-	-
20.430.4875	Capital Improvements	-	-	-	41,000	-	55,000
20.430.4951	Transfer to General Fund	-	18,144	-	-	-	-
	Total Administration	32	18,144	-	41,000	-	55,000
	Total Expenditures	32	18,144	-	41,000	-	55,000
Revenues Over/(Under) Expenditures		8,692	(9,372)	10,602	(28,776)	12,224	(37,870)
Ending Fund Balance					271	41,271	3,401

**Village of North Aurora
FY 2018-2019 Budget**

Insurance Fund

		2014-2015 Actual	2015-2016 Actual	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget
Beginning Fund Balance					304,020	304,020	300,020
<u>Revenues</u>							
<u>Taxes</u>							
14.305.3010	Property Tax	220,934	251,872	244,968	255,000	253,000	266,000
	Total Taxes	220,934	251,872	244,968	255,000	253,000	266,000
<u>Investments</u>							
14.370.3750	Interest on Investments	1,080	773	1,889	3,000	6,000	9,000
	Total Investment Income	1,080	773	1,889	3,000	6,000	9,000
<u>Miscellaneous</u>							
14.385.3864	Insurance Claim Reimbursement	36,698	-	-	40,000	15,000	40,000
	Total Miscellaneous	36,698	-	-	40,000	15,000	40,000
<u>Transfers In</u>							
14.395.3955	Insurance From General	-	75,000	-	-	-	-
14.395.3960	Insurance From Waterworks	25,650	25,650	25,000	35,000	35,000	35,000
14.395.3962	Insurance From NAAC	-	-	-	-	-	-
14.395.3964	Insurance From Sanitary Sewer	5,000	5,000	5,000	5,000	5,000	5,000
14.395.3998	Insurance Claim Settlement	-	-	3,123	-	-	-
	Total Transfers In	30,650	105,650	33,123	40,000	40,000	40,000
	Total Revenues	289,362	358,296	279,980	338,000	314,000	355,000
<u>Expenditures</u>							
<u>Administration</u>							
14.430.4150	Unemployment Tax	7,163	4,650	4,586	6,000	5,000	5,000
14.430.4774	Insurance Claims	36,694	-	3,831	40,000	19,000	40,000
14.430.4788	Administrative Fee	-	-	-	-	-	-
14.430.4944	Liability Coverage	265,872	274,563	282,208	290,000	294,000	305,000
	Total Expenditures	309,729	279,212	290,625	336,000	318,000	350,000
Revenues Over/(Under) Expenditures		(20,368)	79,084	(10,645)	2,000	(4,000)	5,000
Ending Fund Balance					306,020	300,020	305,020

**Village of North Aurora
FY 2018-2019 Budget**

Tourism Fund

		2014-2015 Actual	2015-2016 Actual	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget
Beginning Fund Balance					73,401	73,401	79,101
<u>Revenues</u>							
<u>Taxes</u>							
15.305.3035	Hotel Tax	28,281	40,800	40,351	45,000	50,000	58,000
	Total Taxes	28,281	40,800	40,351	45,000	50,000	58,000
<u>Investments</u>							
15.370.3750	Interest on Investments	76	87	161	300	700	1,000
	Total Investments	76	87	161	300	700	1,000
<u>Miscellaneous</u>							
15.385.3870	North Aurora Days Revenue	50,652	95,056	89,919	115,000	115,000	120,000
	Total Miscellaneous	50,652	95,056	89,919	115,000	115,000	120,000
<u>Transfers In</u>							
15.395.3951	Transfers - Capital Projects Impact	-	-	-	-	-	-
15.395.3955	Transfers - General Fund	5,000	-	-	-	-	-
	Total Transfers In	5,000	-	-	-	-	-
	Total Revenues	84,009	135,943	130,431	160,300	165,700	179,000
<u>Expenditures</u>							
<u>Administration</u>							
15.430.4751	North Aurora Days Expenses	24,823	72,579	75,011	105,000	105,000	115,000
15.430.4752	Tourism Council	25,452	36,721	37,764	40,500	45,000	52,200
15.430.4753	Administration and Tourism	-	-	-	-	-	-
15.430.4758	Fireworks	12,500	9,300	12,000	12,000	10,000	11,000
15.430.4799	Miscellaneous	-	-	-	-	-	-
	Total Administration	62,774	118,600	124,775	157,500	160,000	178,200
	Total Expenditures	62,774	118,600	124,775	157,500	160,000	178,200
Revenues Over/(Under) Expenditures		21,234	17,343	5,656	2,800	5,700	800
Ending Fund Balance					76,201	79,101	79,901

**Village of North Aurora
FY 2018-2019 Budget**

Special Service Areas Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
Total Beginning Fund Balances					161,344	161,344	155,414
<u>Revenues</u>							
<u>Waterford Oaks SSA</u>							
17.004.3010	Property Tax	5,030	3,357	3,437	3,550	3,550	3,700
17.004.3750	Interest on Investments	-	-	-	-	-	-
	Total Waterford Oaks	5,030	3,357	3,437	3,550	3,550	3,700
<u>Oak Hill</u>							
17.007.3010	Property Tax	-	-	-	-	-	-
17.007.3750	Interest on Investments	6	7	14	-	-	-
	Total Oak Hill	6	7	14	-	-	-
<u>Timber Oaks</u>							
17.008.3010	Property Tax	2,800	2,452	2,499	2,575	2,575	2,500
17.008.3750	Interest on Investments	-	-	-	-	-	-
	Total Timber Oaks	2,800	2,452	2,499	2,575	2,575	2,500
<u>Pine Creek Phase III</u>							
17.009.3010	Property Tax	672	699	698	720	720	700
17.009.3750	Interest on Investments	-	-	-	-	-	-
	Total Pine Creek Phase III	672	699	698	720	720	700
<u>Willow Lakes</u>							
17.011.3010	Property Tax	447	450	450	465	465	400
17.011.3890	Miscellaneous	-	-	-	-	-	-
17.011.3750	Interest on Investments	273	313	579	500	500	500
	Total Willow Lakes	720	763	1,029	965	965	900
<u>North Aurora Town Centre</u>							
17.032.3010	Property Tax	-	-	20,759	15,000	15,000	15,500
17.032.3750	Interest on Investments	-	-	-	-	-	-
	Total North Aurora Town	-	-	20,759	15,000	15,000	15,500
<u>Randall Highlands (Single Family)</u>							
17.033.3010	Property Tax	-	-	2,831	711	711	-
17.033.3750	Interest on Investments	-	-	-	-	-	-
	Total Randall Highlands (SF)	-	-	2,831	711	711	-
<u>Randall Highlands (Multi-Family)</u>							
17.034.3010	Property Tax	-	-	3,875	969	969	-
17.034.3750	Interest on Investments	-	-	-	-	-	-
	Total Randall Highlands (MF)	-	-	3,875	969	969	-
<u>Randall Highlands (Commercial)</u>							
17.035.3010	Property Tax	-	-	3,279	820	820	-
17.035.3750	Interest on Investments	-	-	-	-	-	-
	Total Randall Highlands (Comm)	-	-	3,279	820	820	-
	Total Revenues	9,228	7,278	38,421	25,310	25,310	23,300

**Village of North Aurora
FY 2018-2019 Budget**

Special Service Areas Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
<u>Expenditures</u>							
<u>Waterford Oaks</u>							
17.004.4917	Administrative Expenses	360	360	360	460	460	460
17.004.4533	Maintenance	2,827	2,891	3,644	4,668	4,668	7,448
	Total Waterford Oaks	3,187	3,251	4,004	5,128	5,128	7,908
<u>Oak Hill</u>							
17.007.4917	Administrative Expenses	-	-	-	-	-	-
17.007.4533	Maintenance	-	-	-	-	-	-
	Total Oak Hill	-	-	-	-	-	-
<u>Timber Oaks</u>							
17.008.4917	Administrative Expenses	264	264	264	210	210	210
17.008.4533	Maintenance	2,056	2,103	2,297	2,156	2,156	4,000
	Total Timber Oaks	2,320	2,367	2,561	2,366	2,366	4,210
<u>Pine Creek Phase III</u>							
17.009.4917	Administrative Expenses	132	132	132	80	80	80
17.009.4533	Maintenance	1,028	1,052	1,091	875	875	1,950
	Total Pine Creek Phase III	1,160	1,184	1,223	955	955	2,030
<u>Willow Lakes</u>							
17.011.4917	Administrative Expenses	96	96	96	30	30	30
17.011.4533	Maintenance	773	789	5,335	371	371	930
	Total Willow Lakes	869	885	5,431	401	401	960
<u>North Aurora Town Centre</u>							
17.032.4917	Administrative Expenses	-	-	2,000	1,500	1,500	1,500
17.032.4533	Maintenance	-	-	19,153	20,000	20,000	21,300
	Total North Aurora Town	-	-	21,153	21,500	21,500	22,800
<u>Randall Highlands (Single Family)</u>							
17.033.4917	Administrative Expenses	-	-	250	250	250	-
17.033.4533	Maintenance	-	-	-	2,500	-	-
	Total Randall Highlands (SF)	-	-	250	2,750	250	-
<u>Randall Highlands (Multi-Family)</u>							
17.034.4917	Administrative Expenses	-	-	350	350	350	-
17.034.4533	Maintenance	-	-	-	3,500	-	-
	Total Randall Highlands (MF)	-	-	350	3,850	350	-
<u>Randall Highlands (Commercial)</u>							
17.035.4917	Administrative Expenses	-	-	290	290	290	-
17.035.4533	Maintenance	-	-	-	2,900	-	-
	Total Randall Highlands (Comm)	-	-	290	3,190	290	-
	Total Expenditures	7,536	7,686	35,261	40,140	31,240	37,908
Revenues Over/(Under) Expenditures		1,692	(408)	3,160	(14,830)	(5,930)	(14,608)
Ending Fund Balances					146,514	155,414	140,806

Village of North Aurora
FY 2018-2019 Budget

Sanitary Sewer Fund

		2014-2015 <u>Actual</u>	2015-2016 <u>Actual</u>	2016-2017 <u>Actual</u>	2017-2018 <u>Budget</u>	2017-2018 <u>Projected</u>	2018-2019 <u>Budget</u>
Beginning Fund Balance					1,396,599	1,396,599	1,548,724
<u>Revenues</u>							
<u>Licenses and Permits</u>							
18.310.3135	Sanitary Sewer Permit/Connection	28,605	149,894	7,113	20,000	26,000	20,000
	Total Licenses and Permits	28,605	149,894	7,113	20,000	26,000	20,000
<u>Charges for Services</u>							
18.320.3350	Sewer Collection	168,632	169,813	170,817	175,000	178,000	75,000
	Total Charges for Services	168,632	169,813	170,817	175,000	178,000	75,000
<u>Investments</u>							
18.370.3750	Interest on Investments	7,465	10,542	12,245	25,000	24,000	28,000
18.370.3752	Unrealized Gain/(Loss) Inv	4,876	1,838	(3,508)	-	-	-
	Total Investments	12,341	12,380	8,737	25,000	24,000	28,000
<u>Miscellaneous</u>							
18.385.3890	Miscellaneous	-	-	-	-	-	-
	Total Miscellaneous	-	-	-	-	-	-
	Total Revenues	209,577	332,087	186,668	220,000	228,000	123,000
<u>Expenditures</u>							
<u>Public Works</u>							
18.445.4255	Engineering	26,245	12,333	23,508	25,000	2,000	35,000
18.445.4260	Legal	843	-	-	-	-	-
18.445.4280	Professional/Consulting Fees	-	-	-	-	-	-
18.445.4510	Equipment Repair and Maint	3,092	1,080	2,080	3,000	2,000	6,000
18.445.4570	Sewers Repair and Maint	8,490	6,349	244,785	208,000	15,000	388,000
18.445.4652	Communications	-	-	-	-	-	-
18.445.4788	Administrative Fee	25,000	25,000	25,000	35,000	35,000	40,000
18.445.4799	Miscellaneous	729	729	729	-	-	-
18.445.4870	Equipment	-	-	-	60,000	-	-
18.445.4875	Capital Improvements	146,778	82,185	-	-	-	-
18.445.4931	MEF Replacement Fees	16,875	16,875	16,875	16,875	16,875	16,875
18.445.4944	Liability Insurance	5,000	5,000	5,000	5,000	5,000	5,000
	Total Public Works	233,052	149,550	317,978	352,875	75,875	490,875
	Total Expenditures	233,052	149,550	317,978	352,875	75,875	490,875
Revenues Over/(Under) Expenditures		(23,474)	182,537	(131,310)	(132,875)	152,125	(367,875)
Ending Fund Balance					1,263,724	1,548,724	1,180,849

**Village of North Aurora
FY 2018-2019 Budget**

Capital Projects Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
Beginning Fund Balance					2,064,911	2,064,911	2,790,911
<u>Revenues</u>							
<u>Taxes</u>							
21.305.3022	Sales Tax - 0.50% Non Home Rule	965,223	959,918	1,005,758	1,015,000	1,040,000	1,050,000
21.305.3036	Utility Tax - Electricity	375,209	378,051	401,254	385,000	385,000	390,000
21.305.3037	Utility Tax - Gas	152,011	109,671	129,748	115,000	120,000	115,000
21.305.3038	Telecommunications Tax	228,583	208,833	194,060	200,000	195,000	98,000
	Total Taxes	1,721,027	1,656,472	1,730,820	1,715,000	1,740,000	1,653,000
<u>Investment Income</u>							
21.370.3750	Interest on Investments	5,446	10,053	20,340	27,000	27,000	35,000
21.370.3752	Unrealized Market Value Adj	(908)	1,579	(1,471)	-	-	-
21.370.3755	IMET Market Value Gain	-	-	-	-	-	-
	Total Investment Income	4,538	11,632	18,869	27,000	27,000	35,000
<u>Miscellaneous</u>							
21.385.3850	Grants - Operating	-	21,799	14,533	-	-	-
21.385.3855	Grants - Capital	46,540	2,653	-	-	-	-
21.385.3864	Insurance Claim Reimbursement	-	-	-	-	-	-
21.385.3875	Sale of Equipment/Assets	-	-	-	-	-	300,000
21.385.3880	Debt Proceeds	-	-	-	-	-	-
21.385.3885	Developer Contributions	136,215	29,037	8,970	50,000	-	-
21.385.3886	Contributions/Donations	59,447	3,363	20,519	-	-	-
21.385.3887	Traffic Impact Fee	27,000	187,281	9,721	20,000	80,000	20,000
21.385.3888	Capital Impact Fee	5,811	87,448	3,281	15,000	9,000	15,000
21.385.3890	Misc Revenue	-	-	-	-	-	-
	Total Miscellaneous	275,014	331,582	57,023	85,000	89,000	335,000
<u>Transfers</u>							
21.395.3955	Transfer From General Fund	300,000	400,000	-	-	-	-
21.395.3959	Transfer From MFT Fund	-	-	-	-	-	-
21.395.3961	Transfer from Revolving Fund	-	-	212,935	-	-	-
21.395.3963	Transfer From Water Fund	-	-	-	-	-	-
21.395.3966	Transfer From NAAC	-	-	-	-	-	-
21.395.3984	Transfer From Sanitary Sewer	-	-	-	-	-	-
21.395.3987	Transfer From Escrow	-	-	-	-	-	-
	Total Transfers	300,000	400,000	212,935	-	-	-
Total Revenues		2,300,579	2,399,686	2,019,648	1,827,000	1,856,000	2,023,000
<u>Expenditures</u>							
<u>Annual Road Program</u>							
21.450.4255	Engineering	244,614	338,215	220,558	215,000	225,000	223,000
21.450.4875	Capital Improvements	2,031,517	2,245,816	1,476,222	1,434,000	825,000	2,473,000
	Total Annual Road Program	2,276,130	2,584,031	1,696,781	1,649,000	1,050,000	2,696,000
<u>Oak Street Reconstruction and Oak/Rt. 31</u>							
21.451.4255	Engineering	-	-	-	-	-	-
21.451.4875	Capital Improvements	4,531	-	-	-	-	-
	Total Oak Street and Oak/31	4,531	-	-	-	-	-

Village of North Aurora
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Capital Projects Fund

		2014-2015 <u>Actual</u>	2015-2016 <u>Actual</u>	2016-2017 <u>Actual</u>	2017-2018 <u>Budget</u>	2017-2018 <u>Projected</u>	2018-2019 <u>Budget</u>
<u>Village Facility Projects</u>							
21.452.4255	Engineering	23,037	-	-	-	-	-
21.452.4501	Contractual Services	-	-	-	25,000	-	45,000
21.452.4870	Equipment	5,278	38,887	-	-	-	-
21.452.4875	Capital Improvements	347,341	86,857	8,862	-	-	31,000
	Total Facility Improvements	375,656	125,744	8,862	25,000	-	76,000
<u>Bikeway Projects</u>							
21.453.4255	Engineering	-	-	-	-	-	-
21.453.4875	Capital Improvements	-	-	-	-	-	-
	Total Bikeway Projects	-	-	-	-	-	-
<u>Sidewalk/ROW Improvements</u>							
21.454.4255	Engineering	17,762	1,898	11,000	5,000	5,000	-
21.454.4874	Sidewalk Installation	-	-	-	-	-	106,085
21.454.4875	Capital Impv - Approach Lighting	-	-	-	-	-	-
21.454.4875	Capital Impv - Pedestrian Crossings	-	7,700	-	-	-	-
21.454.4875	Capital Impv - Entryway Signs	-	-	153,989	-	-	15,000
21.454.4875	Capital Impv - Street Signs	-	84,134	-	-	-	-
21.454.4875	Capital Impv - Community Info Sign	-	-	-	70,000	75,000	-
21.454.4875	Capital Impv - Riverfront Impv	-	-	-	-	-	-
21.454.4875	Capital Impv - Street Poles LED	-	-	-	-	-	-
21.454.4875	Capital Impv - Elec Poles Bury	-	-	-	-	-	-
	Total Sidewalk/ROW Impv	17,762	93,731	164,989	75,000	80,000	121,085
<u>Non-Departmental</u>							
21.456.4255	Engineering	8,266	29,786	1,010	-	-	25,000
21.456.4501	Contractual Services	-	-	-	-	-	35,000
21.456.4781	Sales Tax Conveyance	-	-	-	-	-	-
21.456.4787	Telecomm Tax Adj	-	-	-	-	-	-
21.456.4870	Equipment	-	-	-	-	-	-
21.456.4875	Capital Improvements	3,919	4,057	49,183	-	-	175,000
21.456.4879	Public Improvements	-	-	7,960	50,000	-	-
	Total Non-Departmental	12,185	33,843	58,153	50,000	-	235,000
Total Expenditures		2,686,265	2,837,348	1,928,784	1,799,000	1,130,000	3,128,085
Revenues Over/(Under) Expenditures		(385,685)	(437,662)	90,864	28,000	726,000	(1,105,085)
Ending Fund Balance					2,092,911	2,790,911	1,685,826

Village of North Aurora
FY 2018-2019 Budget

Library Debt Service Fund

		2014-2015 <u>Actual</u>	2015-2016 <u>Actual</u>	2016-2017 <u>Actual</u>	2017-2018 <u>Budget</u>	2017-2018 <u>Projected</u>	2018-2019 <u>Budget</u>
Beginning Fund Balance					99,461	99,461	101,433
<u>Revenues</u>							
<u>Taxes</u>							
31.305.3010	Property Tax	517,158	523,830	523,733	539,719	534,372	542,307
	Total Taxes	517,158	523,830	523,733	539,719	534,372	542,307
<u>Investments</u>							
31.370.3750	Interest on Investments	588	339	774	1,200	2,500	3,000
	Total Investments	588	339	774	1,200	2,500	3,000
<u>Miscellaneous</u>							
31.385.3880	Bond Proceeds	-	-	-	-	-	-
31.385.3884	Premium on Bonds	-	-	-	-	-	-
	Total Miscellaneous	-	-	-	-	-	-
	Total Revenues	517,746	524,169	524,507	540,919	536,872	545,307
<u>Expenditures</u>							
<u>Administration</u>							
31.430.4705	Bond Issuance Costs	-	-	-	-	-	-
31.430.4705	Debt Service - Principal	400,000	420,000	440,000	465,000	465,000	485,000
31.430.4706	Debt Service - Interest	113,575	100,575	85,875	69,376	69,375	51,938
31.430.4708	Escrowee Payment	-	-	-	-	-	-
31.430.4709	Fiscal Agent Fees	515	475	475	550	475	550
31.430.4799	Miscellaneous	25	30	60	50	50	50
31.430.4940	Escrowee Payment Under	-	-	-	-	-	-
	Total Administration	514,115	521,080	526,410	534,976	534,900	537,538
	Total Expenditures	514,115	521,080	526,410	534,976	534,900	537,538
Revenues Over/(Under) Expenditures		3,631	3,089	(1,903)	5,943	1,972	7,770
Ending Fund Balance					105,404	101,433	109,203

**Village of North Aurora
FY 2018-2019 Budget**

Police Station Debt Service Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
Beginning Fund Balance					261,060	261,060	263,685
<u>Revenues</u>							
<u>Taxes</u>							
32.305.3010	Property Taxes	-	-	-	-	-	-
	Total Taxes	-	-	-	-	-	-
<u>Investments</u>							
32.370.3750	Interest on Investments	482	622	1,805	2,000	2,800	3,500
	Total Investments	482	622	1,805	2,000	2,800	3,500
<u>Miscellaneous</u>							
32.385.3880	Bond Proceeds	6,885,000	-	-	-	-	-
32.385.3884	Premium on Bonds	256,582	-	-	-	-	-
	Total Misc	7,141,582	-	-	-	-	-
<u>Transfers</u>							
32.395.3955	Transfer from General Fund	690,706	595,625	624,834	622,875	622,875	623,692
	Total Transfers	690,706	595,625	624,834	622,875	622,875	623,692
	Total Revenues	7,832,769	596,247	626,639	624,875	625,675	627,192
<u>Expenditures</u>							
<u>Administration</u>							
32.430.4263	Bond Issuance Costs	116,136	-	-	-	-	-
32.430.4705	Debt Service - Principal	360,000	430,000	450,000	455,000	455,000	465,000
32.430.4706	Debt Service - Interest	203,289	192,600	176,500	167,500	167,500	158,400
32.430.4708	Escrowee Payment - Village	195,738	-	-	-	-	-
32.430.4709	Fiscal Agent Fees	2,965	515	475	600	500	600
32.430.4799	Miscellaneous	40	90	60	100	50	100
32.430.4940	Payment to Escrowee	6,952,658	-	-	-	-	-
	Total Administration	7,830,827	623,205	627,035	623,200	623,050	624,100
	Total Expenditures	7,830,827	623,205	627,035	623,200	623,050	624,100
Revenues Over/(Under) Expenditures		1,942	(26,957)	(396)	1,675	2,625	3,092
Ending Fund Balance					262,735	263,685	266,777

**Village of North Aurora
FY 2018-2019 Budget**

Waterworks Fund

		2014-2015 Actual	2015-2016 Actual	2016-2017 Actual	2017-2018 Budget	2017-2018 Projected	2018-2019 Budget
Beginning Unrestricted Net Position (CA-CL)					8,065,161	8,065,161	8,230,768
<u>Revenues</u>							
<u>Licenses and Permits</u>							
60.310.3160	Building Permits - Water Usage	1,474	3,350	670	1,500	2,000	1,500
	Total Licenses and Permits	1,474	3,350	670	1,500	2,000	1,500
<u>Charges for Services</u>							
60.320.3340	Water Collections	2,270,776	2,276,431	2,294,592	2,320,000	2,320,000	2,410,000
60.320.3341	Meter Sales	16,721	75,710	8,371	20,000	30,000	20,000
60.320.3342	Water Permits/Connections Fees	74,365	288,779	35,466	75,000	125,000	75,000
60.320.3343	Water Impact Fee	288	-	288	500	500	500
	Total Charges for Services	2,362,150	2,640,920	2,338,717	2,415,500	2,475,500	2,505,500
<u>Rent</u>							
60.325.3225	Tower Rent	154,807	168,970	193,612	197,000	207,000	213,000
	Total Rent	154,807	168,970	193,612	197,000	207,000	213,000
<u>Fines and Forfeits</u>							
60.335.3415	Water Recapture Fee	-	14,300	-	-	-	-
	Total Fines and Forfeits	-	14,300	-	-	-	-
<u>Investments</u>							
60.370.3750	Interest on Investments	7,087	1,375	22,225	70,000	110,000	140,000
60.370.3755	IMET Market Value Gain/Loss	-	-	(622)	-	-	-
	Total Investments	7,087	1,375	21,603	70,000	110,000	140,000
<u>Miscellaneous</u>							
60.385.3825	Meter Reads	17,982	18,007	18,160	18,500	18,500	18,750
60.385.3826	Hydrant Meter Rental	1,075	775	200	1,500	1,000	1,000
60.385.3827	Reimb Turn On/Off Fees	7,100	9,775	7,450	9,500	14,000	10,000
60.385.3855	Grants - Capital	201,346	10,597	-	-	-	-
60.385.3864	Insurance Claim Reimbursements	1,124	147,741	4,698	-	5,254	-
60.385.3868	Capacity Curtailment Payments	-	7,444	7,640	-	2,257	-
60.385.3875	Sale of Equipment/Assets	1,155	-	1,883	-	557	-
60.385.3880	Bond Proceeds & Premium	-	-	6,003,588	-	-	-
60.385.3890	Miscellaneous	7,934	2,275	1,736	5,000	-	5,000
60.385.3889	Capital Project Fees	-	-	-	-	-	-
	Total Miscellaneous	237,716	196,614	6,045,355	34,500	41,568	34,750
	Total Revenues	2,763,234	3,025,530	8,599,958	2,718,500	2,836,068	2,894,750
<u>Expenditures</u>							
<u>Water</u>							
60.445.4020	Salaries - Regular	282,052	319,650	306,069	338,723	336,000	356,240
60.445.4050	Salaries - Overtime	18,846	13,180	20,857	18,000	18,000	20,000
60.445.4070	On Call Pay	5,157	5,650	5,817	10,000	10,000	10,000
60.445.4110	FICA Social Security & Medicare	22,959	24,899	25,543	28,055	27,500	29,548
60.445.4120	IMRF	35,252	38,615	40,711	42,104	42,104	42,706
60.445.4130	Health Insurance	46,106	54,430	70,643	92,410	91,000	93,600
60.445.4135	Life Insurance	252	245	206	226	226	218
60.445.4136	Dental Insurance	-	361	1,483	2,359	2,359	2,477
60.445.4150	Unemployment Tax	650	650	-	-	-	-
60.445.4160	Uniform Allowance	288	1,919	2,799	1,650	1,650	1,650
60.445.4255	Engineering	12,061	29,276	43,682	25,000	20,000	25,000

**Village of North Aurora
FY 2018-2019 Budget**

Waterworks Fund

		2014-2015	2015-2016	2016-2017	2017-2018	2017-2018	2018-2019
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
60.445.4260	Legal	616	443	995	5,000	1,000	2,000
60.445.4263	Bond Issuance Costs	-	-	107,489	-	-	-
60.445.4370	Conferences and Travel	1,189	550	104	1,750	750	3,350
60.445.4380	Training	1,476	441	1,605	2,700	2,000	4,000
60.445.4390	Dues and Meetings	1,072	1,325	1,261	1,625	1,400	1,975
60.445.4411	Office Expenses	2,564	2,961	4,155	3,500	3,500	3,500
60.445.4437	Chlorine and Chemicals	22,846	27,281	23,615	33,000	28,000	30,000
60.445.4438	Salt - Treatment	7,135	12,132	14,750	12,500	11,000	17,000
60.445.4440	Gas and Oil	12,776	7,980	6,487	11,000	9,000	11,000
60.445.4480	New Meters Repair/Replacements	117,130	61,352	92,304	89,300	75,000	82,600
60.445.4505	Postage	19,447	20,536	17,234	21,200	20,000	21,750
60.445.4506	Publishing/Recording	709	758	2,084	1,500	1,500	1,600
60.445.4507	Printing	17,674	18,773	17,136	20,425	18,000	21,250
60.445.4510	Equipment/IT Maintenance	15,905	13,272	17,124	20,950	19,000	20,950
60.445.4511	Vehicle Repair and Maint	2,956	4,387	5,967	6,000	3,000	6,000
60.445.4560	Water Studies	10,840	8,774	2,555	10,500	10,500	14,500
60.445.4562	Water Testing	6,021	5,005	5,873	15,850	8,000	10,950
60.445.4563	Fire Hydrant Repair/Maintenance	13,420	2,254	17,432	15,500	10,000	17,500
60.445.4565	Water Well Repair/Maintenance	2,048	4,535	11,605	21,000	21,000	22,000
60.445.4567	Treatment Plant Repair/Maint.	43,130	34,428	54,063	151,600	62,000	118,200
60.445.4568	Watermain Repair/Replacement	42,803	22,826	46,623	65,700	30,000	86,700
60.445.4569	Water Tower Repair/Maint.	66,439	6,320	262,118	11,700	90,000	12,200
60.445.4581	Banking Fees	11,532	19,750	21,391	28,000	23,000	26,500
60.445.4585	Collection Fee	-	-	-	100	100	100
60.445.4651	Telephone	3,941	3,893	2,596	4,000	4,000	2,800
60.445.4652	Communications	7,885	9,516	9,462	14,125	14,125	15,225
60.445.4662	Utility	281,862	315,396	330,925	340,000	340,000	345,000
60.445.4705	Debt Principal Payment	476,956	494,476	517,560	461,252	461,252	430,502
60.445.4706	Debt Interest Payment	62,836	47,164	30,575	151,160	151,160	185,963
60.445.4709	Fiscal Agent Fee	475	317	950	550	550	550
60.445.4755	Rent Paid	25,000	25,000	25,000	35,000	35,000	35,000
60.445.4788	Administrative Fee	136,000	136,000	136,000	143,000	143,000	143,000
60.445.4799	Misc. Expenditures	9,490	11,647	11,067	8,500	2,000	9,000
60.445.4870	Equipment	5,402	21,422	9,775	32,000	12,000	23,000
60.445.4931	Vehicle Equipment Fund Charges	13,078	13,078	9,784	10,785	10,785	6,308
60.445.4944	Liability Insurance	25,000	25,000	25,000	35,000	35,000	35,000
	Total Water Operating	1,891,276	1,867,864	2,360,473	2,344,299	2,205,461	2,348,412
<u>Annual Watermain Replacement</u>							
60.460.4255	Engineering	116,522	32,776	43,388	30,000	-	30,000
60.460.4875	Capital Improvements	1,247,947	306,656	410,358	-	-	-
	Total Watermain Repl	1,364,469	339,433	453,746	30,000	-	30,000
<u>Well #3</u>							
60.461.4255	Engineering	-	-	-	-	-	-
60.461.4875	Capital Improvements	-	147,741	-	-	-	-
	Total Well #3	-	147,741	-	-	-	-
<u>Well #4</u>							
60.462.4255	Engineering	-	-	-	-	-	-
60.462.4875	Capital Improvements	-	-	-	-	-	-
	Total Well #4	-	-	-	-	-	-
<u>Well #5</u>							
60.463.4255	Engineering	-	-	-	-	-	-
60.463.4875	Capital Improvements	-	-	-	-	-	-
	Total Well #5	-	-	-	-	-	-

Village of North Aurora
FY 2018-2019 Budget

Waterworks Fund

		<u>2014-2015</u> <u>Actual</u>	<u>2015-2016</u> <u>Actual</u>	<u>2016-2017</u> <u>Actual</u>	<u>2017-2018</u> <u>Budget</u>	<u>2017-2018</u> <u>Projected</u>	<u>2018-2019</u> <u>Budget</u>
Well #6							
60.464.4255	Engineering	-	-	-	-	-	-
60.464.4875	Capital Improvements	-	-	-	-	-	-
	Total Well #6	-	-	-	-	-	-
Well #7							
60.465.4255	Engineering	-	456	-	-	-	-
60.465.4280	Professional/Consulting Fees	-	-	-	-	-	-
60.465.4875	Capital Improvements	-	154,184	-	-	-	-
	Total Well #7	-	154,640	-	-	-	-
Water Treatment Plant - West							
60.466.4255	Engineering	-	-	-	-	-	-
60.466.4875	Capital Improvements	-	-	-	240,000	-	160,000
	Total Treatment Plant West	-	-	-	240,000	-	160,000
Water Treatment Plant - East							
60.467.4255	Engineering	-	-	-	-	-	-
60.467.4875	Capital Improvements	-	-	155,700	-	-	-
	Total Treatment Plant East	-	-	155,700	-	-	-
Water System Improvements							
60.469.4255	Engineering	-	-	-	-	-	-
60.469.4875	Capital Improvements	-	-	-	-	-	-
	Total Water System Impv	-	-	-	-	-	-
Well #8							
60.470.4255	Engineering	-	-	8,542	80,000	70,000	104,500
60.470.4875	Capital Improvements	-	-	-	2,175,000	-	2,200,000
	Total Well #8	-	-	8,542	2,255,000	70,000	2,304,500
Well #9							
60.471.4255	Engineering	-	-	41,577	80,000	45,000	92,000
60.471.4875	Capital Improvements	-	-	-	2,175,000	350,000	1,850,000
	Total Well #9	-	-	41,577	2,255,000	395,000	1,942,000
Central Water Tower							
60.472.4255	Engineering	-	-	-	92,800	-	100,000
60.472.4875	Capital Improvements	-	-	-	500,000	-	500,000
	Total Central Water Tower	-	-	-	592,800	-	600,000
Total Capital Project Exp:		1,364,469	641,813	659,566	5,372,800	465,000	5,036,500
TOTAL EXPENDITURES		3,255,745	2,509,678	3,020,038	7,717,099	2,670,461	7,384,912
Revenues Over/(Under) Expenditures		(492,511)	515,852	5,579,919	(4,998,599)	165,607	(4,490,162)
Ending Unrestricted Net Position					3,066,562	8,230,768	3,740,606

**Village of North Aurora
FY 2018-2019 Budget**

Vehicle and Equipment Fund

		<u>2014-2015 Actual</u>	<u>2015-2016 Actual</u>	<u>2016-2017 Actual</u>	<u>2017-2018 Budget</u>	<u>2017-2018 Projected</u>	<u>2018-2019 Budget</u>
Beginning Unrestricted Net Position					1,845,192	1,845,192	1,725,022
<u>Revenues</u>							
<u>Investments</u>							
71.370.3750	Interest on Investments	8,139	9,218	15,947	23,000	25,000	30,000
71.370.3755	Unrealized Gain/(Loss)	680	4,940	(5,161)	-	-	-
71.370.3755	IMET Market Value Gain/Loss	-	-	-	-	-	-
	Total Investments	8,819	14,158	10,786	23,000	25,000	30,000
<u>Miscellaneous</u>							
71.385.3855	Grants - Capital	-	-	-	-	-	-
71.385.3875	Sale of Equipment/Assets	38,253	-	1,377	25,000	40,000	35,000
71.385.3987	Proceeds From PW Escrow	-	211,475	2,481	-	700	-
	Miscellaneous	38,253	211,475	3,858	25,000	40,700	35,000
<u>Transfers In</u>							
71.390.3925	Replacement Charges	389,374	388,602	408,572	374,130	374,130	380,594
	Total Transfers In	389,374	388,602	408,572	374,130	374,130	380,594
	Total Revenues	436,446	614,235	423,216	422,130	439,830	445,594
<u>Expenditures</u>							
<u>Administration</u>							
71.430.4510	Equipment Repair and Maintenance	-	-	-	10,000	-	10,000
71.430.4869	Vehicles	307,568	296,705	44,735	432,500	420,000	475,000
71.430.4870	Equipment	76,335	87,057	119,070	167,900	140,000	264,010
	Total Administration	383,903	383,762	163,805	610,400	560,000	749,010
	Total Expenditures	383,903	383,762	163,805	610,400	560,000	749,010
Revenues Over/(Under) Expenditures		52,543	230,472	259,411	(188,270)	(120,170)	(303,416)
Ending Unrestricted Net Positoin					1,656,922	1,725,022	1,421,606

**Village of North Aurora
FY 2018-2019 Budget**

Police Pension Trust Fund

		2014-2015	2015-2016	2016-2017	2017-2018	2017-2018	2018-2019
		<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
Beginning Net Position Restricted for Pension Benefits					15,908,889	15,908,889	17,591,923
<u>Additions</u>							
<u>Investments</u>							
80.370.3750	Bank Interest	-	-	-	-	-	-
80.370.3750	Investment Income	250,287	249,895	258,389	380,000	290,000	380,000
80.370.3751	Dividend Income	289,190	351,756	204,051	350,000	360,000	350,000
80.370.3753	Gain/(Loss) on Sale	826,939	(2,990)	544,372	-	100,000	-
80.370.3754	Unrealized Gain/(Loss)	(572,017)	(584,604)	384,045	500,000	600,000	500,000
80.370.3761	GNMA Interest Payments	309	255	223	300	300	300
80.370.3762	GNMA Market Value Gain/(Loss)	-	-	-	-	-	-
	Total Investment Income	794,707	14,312	1,391,080	1,230,300	1,350,300	1,230,300
<u>Contributions</u>							
80.376.3801	Contributions Officers	232,046	242,060	253,704	258,000	253,000	262,000
80.376.3802	Contributions Village	830,000	747,000	925,000	956,000	956,000	1,047,000
80.376.3804	Portability Transfer/Buyback/Misc	-	-	797	-	-	-
	Total Contributions	1,062,046	989,060	1,179,502	1,214,000	1,209,000	1,309,000
	Total Additions	1,856,753	1,003,372	2,570,581	2,444,300	2,559,300	2,539,300
<u>Deductions</u>							
<u>Administration</u>							
80.430.4186	Investment Advisor Expenses	20,898	21,424	22,541	25,000	24,700	27,500
80.430.4260	Legal	3,000	2,600	3,900	5,000	4,000	5,000
80.430.4265	Accounting and Audit	-	-	-	-	-	-
80.430.4380	Training	4,395	1,002	709	4,000	4,000	4,000
80.430.4390	Dues and Meetings	2,998	4,323	4,282	4,400	4,400	4,700
80.430.4411	Office Expenses	85	-	-	200	200	200
80.430.4581	Banking Services	813	812	911	925	925	1,000
80.430.4711	Service Pensions	525,580	600,323	667,912	784,489	795,533	821,546
80.430.4712	Disability Pensions	-	-	-	-	-	-
80.430.4713	Surviving Spouse Pensions	42,508	42,508	42,508	42,508	42,508	42,508
80.430.4715	Pension Refunds/Service Transfers	-	-	3,629	75,000	-	50,000
80.430.4799	Misc Expenditures	-	-	-	-	-	-
	Total Deductions	600,278	672,991	746,393	941,522	876,266	956,454
Additions Over/(Under) Deductions		1,256,476	330,381	1,824,189	1,502,778	1,683,034	1,582,846
Ending Net Position Restricted for Pension Benefits					17,411,667	17,591,923	19,174,769

Village of North Aurora
Salary Schedule and Authorized Staffing
FY 2018-19

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Authorized</u>	
											<u>FT</u>	<u>PT</u>
Non-Union Positions												
Administrative Intern 2080 Hourly	31,845 15.31	33,093 15.91	34,362 16.52	35,714 17.17	37,086 17.83	38,522 18.52	40,102 19.28	41,746 20.07	43,451 20.89	45,261 21.76	0	0
Custodian 2080 Hourly	33,987 16.34	35,298 16.97	36,670 17.63	38,085 18.31	39,562 19.02	41,163 19.79	42,827 20.59	44,574 21.43	46,405 22.31	48,318 23.23	1	0
Customer Service Specialist 2080 Hourly	39,208 18.85	40,747 19.59	42,349 20.36	43,992 21.15	45,718 21.98	47,507 22.84	49,462 23.78	51,480 24.75	53,602 25.77	55,806 26.83	1	0
Fiscal/AP Specialist	43,347	45,011	46,800	48,630	50,523	52,520	54,662	56,888	59,218	61,630	0	1
Building Permit Technician											1	0
Police Records Specialist											2	1
Fiscal/Utility Billing Specialist 2080 Hourly	20.84	21.64	22.50	23.38	24.29	25.25	26.28	27.35	28.47	29.63	1	0
Accounting Assistant	51,534	53,569	55,664	57,818	60,070	62,422	64,971	67,658	70,425	73,310	0	1
Administrative/GIS Analyst	24.78	25.75	26.76	27.80	28.88	30.01	31.24	32.53	33.86	35.245	1	0
Executive Assistant/DVC 2080 Hourly	54,246 26.08	56,389 27.11	58,594 28.17	60,861 29.26	63,232 30.40	65,707 31.59	68,390 32.88	71,219 34.24	74,131 35.64	77,168 37.10	1	0
Code Enforcement Officer 2080 Hourly	55,016 26.45	57,179 27.49	59,384 28.55	61,714 29.67	64,085 30.81	66,602 32.02	69,326 33.33	72,197 34.71	75,130 36.12	78,229 37.61	1	1
Chief Building Inspector	68,578	71,240	74,048	76,918	79,914	83,034	86,424	89,981	93,642	97,490	1	0
Information Technology Manager											1	0
Accounting and Finance Manager 2080 Hourly	32.97	34.25	35.60	36.98	38.42	39.92	41.55	43.26	45.02	46.87	1	0
Streets Superintendent	83,803	86,694	90,064	93,558	97,219	101,005	105,144	109,450	113,922	118,643	1	0
Water Superintendent 2080 Hourly	40.29	41.68	43.30	44.98	46.74	48.56	50.55	52.62	54.77	57.04	1	0

Does not include additional pay rates for licenses or stipends.

Village of North Aurora
Salary Schedule and Authorized Staffing
FY 2018-19

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	Authorized <u>FT</u>	<u>PT</u>	
Deputy Chief 2080 Hourly	94,328 45.35	98,010 47.12	101,816 48.95	105,789 50.86	109,949 52.86	114,234 54.92	118,893 57.16	123,760 59.50	128,835 61.94	134,118 64.48	2	0	
Community Development Director	99,902	103,293	107,328	111,509	115,856	120,370	125,320	130,437	135,782	141,336	1	0	
Finance Director											1	0	
Public Works Director 2080 Hourly	48.03	49.66	51.60	53.61	55.70	57.87	60.25	62.71	65.28	67.95	1	0	
Police Chief 2080 Hourly	108,867 52.34	112,570 54.12	116,938 56.22	121,514 58.42	126,235 60.69	131,165 63.06	136,552 65.65	142,147 68.34	147,992 71.15	154,024 74.05	1	0	
Village Administrator	No Established Salary Range										1	0	
Union Positions (Union rates below are those in effect for FY 17-18 and not adjusted at this time due to negotiations)													
Local 150 Union													
Street Laborer	45,947	48,027	50,336	52,853	55,536	58,178	60,861	63,856	N/A	N/A	6	0	
Water Laborer 2080 Hourly	22.09	23.09	24.20	25.41	26.70	27.97	29.26	30.70			2	0	
Public Works Foreman	58,053	60,341	62,650	65,062	67,642	70,762	74,027	77,397	N/A	N/A	0	0	
Sr. Water Operator 2080 Hourly	27.91	29.01	30.12	31.28	32.52	34.02	35.59	37.21			1	0	
FOP Union													
Police Sergeant 2184 Hourly	81,660 37.39	84,848 38.85	88,168 40.37	91,641 41.96	95,157 43.57	98,870 45.27	102,954 47.14	107,169 49.07	111,581 51.09	N/A	5	0	
MAP Union													
Police Officer 2184 Hourly	61,108 27.98	63,904 29.26	66,940 30.65	70,281 32.18	73,797 33.79	77,314 35.40	80,808 37.00	84,848 38.85	N/A	N/A	21	0	
Seasonal Employees											Total:	56	4
Crossing Guard (Per Day)	50.28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		Varies	
Jailer (Per Hour)	17.24	18.05	18.90	19.84	20.85	21.84	22.82	23.98	N/A	N/A		Varies	
Seasonal Labor	12.00-18.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		Varies	

Does not include additional pay rates for licenses or stipends.

Village of North Aurora Memorandum



To: President and Board of Trustees

From: Bill Hannah, Finance Director

CC: Steve Bosco, Village Administrator

Date: May 14, 2018

RE: Approval of Ordinance Modifying Allocation of Telecommunications Tax

The Draft FY 2018-19 Budget proposed the temporary re-allocation of telecommunications tax revenue over a two-year period in order to rebalance the resources needed for both operating and capital funding needs.

The Village currently has a 4% telecommunications tax of which 1% is allocated to the General Fund with no restrictions and the remaining 3% is committed by the Village roads, infrastructure and capital projects. In total the Village currently receives about \$273,000 annually from the tax. Most communities have a telecommunications tax at the maximum 6% allowed by State statute.

The attached Ordinance would re-allocate the telecommunication tax so that 2.5% would go to the General Fund and 1.5% would go to the Capital Projects Fund for roads, infrastructure and other capital projects, for a two-year period beginning June, 2018 and ending May, 2020. Beginning June, 2020 the allocation of tax proceeds would revert back to the current allocation.

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 3.49 OF
THE NORTH AURORA MUNICIPAL CODE
REGARDING THE SIMPLIFIED TELECOMMUNICATIONS TAX

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2018

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2018
by _____.

Signed _____

VILLAGE OF NORTH AURORA

ORDINANCE NO.

**ORDINANCE AMENDING CHAPTER 3.49 OF THE NORTH AURORA
MUNICIPAL CODE REGARDING THE SIMPLIFIED TELECOMMUNICATIONS TAX**

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. Title 3, Chapter 3.49, Section 3.49.030 is hereby changed and superseded in its entirety as follows:

3.49.030 - Application of tax proceeds.

Effective with the tax liability beginning June, 2018, the tax collected and received pursuant to this Chapter shall be committed by the Village as follows:

- A. One and a half percent (1.5%) of the tax collected pursuant to this Chapter (totaling thirty seven and a half percent (37.5%) of the tax collected) shall be committed for roads, infrastructure and capital projects;
- B. The remaining two and half percent (2.5%) of the tax collected pursuant to this Chapter (totaling sixty two and a half percent (62.5%) of the tax collected) shall go to the General Fund and not be limited in its use.
- C. Effective with the tax liability beginning June, 2020, the tax collected and received pursuant to this Chapter shall be committed by the Village as follows:
 1. Three percent of the four percent tax (totaling seventy-five (75) percent of the tax collected) shall be committed for roads, infrastructure and capital projects; and
 2. The other one percent of the four percent tax (totaling twenty-five (25) percent of the tax collected) shall go to the general fund and not be limited in its use.

Any failure by the Village to apply the tax proceeds in the manner provided herein shall not amend, alter or repeal, in any way, the tax imposed by this Chapter.

3. 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 force and effect on June 1, 2018, 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 _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

R:\Secretary\Clients - Municipal\Village of North Aurora\Telecommunication\Simplified Municipal Tele\Ordinance Approving Change to Simplified Telecommunications .docx

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: 201 SMOKETREE LANE TAX INCREMENT FINANCING FAÇADE GRANT
DATE: 5/21/2018 REGULAR VILLAGE BOARD MEETING

ITEM

Resolution approving Route 31 TIF Façade grant funding for the property located at 201 Smoketree Lane, North Aurora

DISCUSSION

The Rodeway Inn located at 201 Smoketree Lane is requesting \$14,324.77 in NATIFGP funding. The specific improvements include parking lot sealcoating and striping, as well as, painting of the exterior of the building. After receiving separate bids for each portion of the aforementioned scope of work, the combined lowest bids were \$28,649.53.

There are an estimated 250 parking spaces located on the subject property and four (4) handicap accessible spaces. The State of Illinois requires a total of seven (7) accessible spaces where 250 parking spaces are required. Further, the north, west and south entrances are not serviced with accessible parking spaces. As such, staff recommends that three (3) accessible parking spaces be added adjacent to the north, west and south entrances to service those entrances and meet the State requirements.

Per the business district design standards included in the Zoning Ordinance, predominant facade colors must be subtle, neutral or earth-tone colors. Primary colors, high-intensity colors, metallic or fluorescent colors, and black are prohibited as predominant facade colors. Building trim and accent areas may be brighter and include primary colors. Staff worked with the applicant to select colors that meet the requirements of the business district design standards. A condition of approval has been added that specifies the specific colors as a condition of approval.

The Operations Committee reviewed the proposed grant application at their May 7, 2018 meeting. The Committee did not have any issues with the proposal and recommended that the application be brought before the Board for approval with the three (3) conditions recommended by staff and included in the approving resolution.

Attachments:

1. NATIFGP application
2. Resolution approving Route 31 TIF Façade grant funding for the property located at 201 Smoketree Lane, North Aurora

RECEIVED

APR 26 2018

VILLAGE OF
NORTH AURORA

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

1. Application information

Date: 4/18/2018

Loan Amount Requested: \$ 14,324.765

Total Project Cost: \$ 28,649.53

Name: David Wang

Home address: 201 smoke-tree lane, North Aurora, IL 60142

Phone: 331-205-1700

Fax: 331-212-6782

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

Name: Rodeway Inn

Address: 201 smoke-tree lane, North Aurora, IL 60142

Phone: 331-205-1700

Fax: 331-212-6782

Applicant is: Owner ☒ Tenant ☐ If tenant, term of lease: _____

If tenant, name & phone of owner: _____

3. Proposed use of program:

☐ Canopy/awning

☐ Signage

☐ Windows/doors

☐ Exterior lighting

☒ Painting/tuck pointing

☐ Restoration of architectural feature

☐ Landscaping

☐ Exterior ADA accessibility

☒ Other (please specify) parking lot patching and sealcoating

4. Breakdown of Project:

Estimated Amount	Description of Work
A. \$ <u>12,658.53</u>	<u>Parking lot Patching and Sealcoating</u>
B. \$ <u>15,991.00</u>	<u>Painting Building Exterior</u>
C. \$ <u>14,003.00</u>	<u>Parking lot Patching and Sealcoating</u>
D. \$ <u>34,000.00</u>	<u>Painting Building Exterior</u>
E. \$ <u>51,310.00</u>	<u>Painting Building Exterior</u>

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 at 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:

- 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.
- 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*:  Date: 4/18/2018

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

I certify that I, the owner of the property at Rodeway Inn - North Aurora, 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*: [Signature] Date: 4/18/2018

*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: 4/26/18 Zoning: B-2

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: \$ _____



8916 Schoger Drive
Naperville, IL 60564
P. (630)753-9500 F. (630)753-9519
Info@CommercialAsphaltGroup.com

PROPOSAL

PROPOSAL #: 18-1027

DATE: 03/26/2018

CUSTOMER

Chen Shen
Rodeway Inn
201 Smoketree Lane
North Aurora, IL 60542

JOB ADDRESS

Same

We propose to furnish labor and materials to complete the items listed below:

DESCRIPTION				
Crackfilling:Crackfilling - Blow and Fill	No routing; blow and fill only. Cracks will be blown free of debris by compressed air having a minimum of 125 PSI. Cracks will be filled with hot rubberized crack sealant which shall meet federal specifications of AASHTO M 173 and ASTM D 3405. Filled cracks will be relieved of excess sealant by striking off top material to form a band of sealant which extends approximately 1" on each side of the filled crack.	8,920	0.45	4,014.00
Sealcoating:Sealcoating-Coal tar	Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply two coats of coal tar emulsion which will meet Federal Specification R-P-355e and ASTM Specification E 3320-74 T. First and second coats will be fortified with 6 pounds of fine silica sand per each gallon of emulsion. Tarmax R-100 coal tar sealer admixture will be added. The Tarmax R-100 shall comply with all requirements as set forth in F.A.A. advisory circular #150/5370-10 DTQ 7/14/83, FED DOT F.A.A. item P-625 coal tar sealcoat.	102,929	0.063	6,484.53
Traffic Marking:Traffic Marking	Restripe using paint or products which meet or exceed State of Illinois specifications. 195 Parking Stalls 4 Handicaps (B&W or Yellow) 5 Hash Zones 1 Stop Bars 980 LF of 4" Lines	1	950.00	950.00
Asphalt Paving:Infra-red Heats	Slow Heat Deteriorated Asphalt to a Depth Of Aprox. 3". Scarify The Asphalt And Add New Asphalt And Rejuvenator To Asphalt. Compact Asphalt To Standard Depth.	11	110.00	1,210.00
				Subtotal: 11,448.53

Please see attached form for Terms and restrictions on above project.

TOTAL \$12,658.53

Thank you for the opportunity to bid this project with your organization.

RESTRICTIONS:

1. Above pricing will be held for 30 days from date of proposal. After 30 days we reserve the right to modify the price accordingly.
2. Any permits or special insurance requirements are the responsibility of Owner and are not included in above pricing (unless noted).
3. Above quantities were provided by your organization and are estimates only. Upon completion of work, field measurements will be taken, and the total cost will be actual field measurements times unit costs.
4. Additional trips will be charged a minimum of \$450.
5. If asphalt depth is more than 4" change order will be issued for additional depth.
6. If concrete depth is more than 6" change order will be issued for additional depth.

7. If sub base is failing after excavation, change order will be issued for repair of sub-base.
8. Not responsible pitch issues after overlay.
9. Not responsible for hydronic water problems.
10. Not responsible for landscape restoration/repair.
11. Not responsible for work (damage) after C.A.G. has finished job.
12. Not responsible for private electrical lines, gas lines & water.
13. Saturday after-hours, Sunday and winter pricing are not included in above pricing.

IMPORTANT NOTES:

ASPHALT: Asphalt bid is a today's current liquid asphalt price. Due to liquid asphalt shortages in the construction industry, any increases to be borne by owner at time of completion and will be adjusted accordingly.

SEALCOAT: Sealcoat bid is at today's current liquid asphalt and coal tar price. Due to unstable prices and availability of asphalt and coal tar, Commercial Asphalt Group reserves the right to adjust the prices in this contract to reflect the increase in the price of coal tar and asphalt at the time work is performed.

We require a late charge of 1.5% per month being assessed against any fees and expenses, which have not been paid within thirty (30) days of the date of the invoice. All costs associated with settling any dispute arising out of this agreement of collecting any amounts due and owing after thirty (30) days, including but not limited to attorney's fees, court costs, or associated with obtaining and enforcing lien rights are the customer's responsibility. By signing and returning a copy of this proposal, you agree that in any such collection proceeding or dispute regarding the work or services provided hereunder. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner required to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Accepted By _____

Accepted Date _____

Billing Email for Invoice: _____

PROPOSAL

<http://www.bigjoessealcoating.com>

Big Joe's Sealcoating
(630)935-7032

03/29/18

12990

service address

Rodeway Inn
201 Smoketree Ln
North Aurora IL 60542

Total Amount \$14,003.00

Res. (312)532-9921

Description	Quantity	Unit Price	Amount
Sealcoating - Commercial			
Sealcoating (Commercial) <i>All sealer will be applied by hand using soft brushes. We use Brewer Cote® Pavement Sealer which exceeds all composition and performance requirements of ASTM Specification D5727.</i>	101800 Sq. Ft.	0.0850	8,653.00
Asphalt Pothole Patching (OPTIONAL SERVICE) <i>Includes patching two potholes with cold asphalt patch.</i>	2	75.00	150.00
Hot Rubber Crack Repair (OPTIONAL SERVICE) <i>Includes 9,500 Linear Feet of Hot Rubber Crack Repair.</i>	9500 Lin. Feet	0.45	4,275.00
Line Striping <i>Repaint the existing layout using Sherwin-Williams Pro-Park® Waterborne Traffic Marking Paint.</i>	1	925.00	925.00
Commercial Sealcoating Services <i>The following services are included.</i>	1		
Clean Surface & Remove Vegetation from Edges. <i>Includes trimming all overgrowth from edges. We then utilize an industry standard of high pressure blower cleaning and power sweeping.</i>	0	0.00	0.00
Fast Dri Additive (Commercial) <i>We use FSA which is a sealer additive which is a drying additive to help the overall cure time of sealer on parking lots. Adding FSA to our sealer is our standard on parking lots. Most companies do not use additives in their sealer because it can be expensive but they can make a huge difference.</i>	0	0.00	0.00
Baricade Work Area <i>Barricade the work area to prevent unnecessary traffic.</i>	0	0.00	0.00

Big Joe's Sealcoating
6563 Fernwood Dr.,
Lisle, IL 60532



Rodeway Inn
201 Smoketree Ln
North Aurora IL 60542

Big Joe's Sealcoating
6563 Fernwood Dr.,
Lisle, IL 60532

<http://www.bigjoessealcoating.com>

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified.

Payment will be made as outlined above.

Date of Acceptance: _____

Printed Name: _____

Signature: _____

Job # 7767

Customer # 12990

TOTAL AMOUNT **\$14,003.00**

Printed 03/29/18

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon weather, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation

Office: 630-405-6171

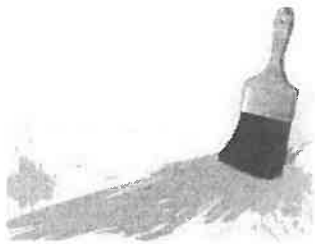


Quote Date: 04-14-18

[illegible]

THANKS FOR YOUR BUSINESS!!

ESTIMATE



Chuys Painting, Inc.

Phone: (630) 823-1284
Email: chuyspainting17@gmail.com

Tony Yu
Rodeway INN

(630) 408-3543

Estimate # 000022
Date 03/26/2018

Description	Total
Paint Hotel Building Exterior	\$34,000.00
The following work is to be performed to the exterior of a hotel building located at 201 Smoketree Lane, North Aurora:	
-Scrape loose paint	
-Repair cracks	
-Powerwash	
-Prime	
-Apply 2 coats of paint	
-4 Colors of tour choice are included	

Subtotal	\$34,000.00
Total	\$34,000.00

Notes:

\$8,000 of the price will be due when project begins (for material). The rest can be paid throughout the painting process.

General Conditions:

Price includes labor and paint. Any additional paint color will be \$100 extra per color. Sherwin Williams paint is to be utilized. Work is guaranteed for 1 year from peeling or flaking under general conditions. Work will be continuous until the entire job is completed. Consent of both contractors is mandatory if contract is to be modified.

Protection of Persons:

Chuy's painting Inc., is responsible for initiating, maintaining, and supervising all safety precautions. Chuy's Painting Inc. will provide general liability insurance and auto insurance.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Jose De Jesus Medina

Tony Yu



PROPOSAL

WOW1DAY.COM | 1-888-WOW-1DAY

1 DAY PAINTING

QUOTE ID: 03437695	DATE: Apr 05, 2018	JOB TYPE: <input type="checkbox"/> Interior <input checked="" type="checkbox"/> Exterior
--------------------	--------------------	--

SERVICE ADDRESS: OBE Shen, Chen Chen Shen 201 Smoketree Lane North Aurora, IL 60542 3125329921 afflat.shen@gmail.com	BILLING: 201 Smoketree Lane North Aurora, IL 60542 3125329921 afflat.shen@gmail.com	ESTIMATOR: Joe Novak 1051 North Kirk Road Batavia, IL 60510 (630) 253-8989 joe.novak@wow1day.com MRN Solutions LLC
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GENERAL DESCRIPTION:

To prepare and paint the exterior, including all labor, materials, paint and equipment. Supply and application of a one coat of primer and one top coat with quality paint products and a two year limited warranty.

PREPARATION EXPECTATIONS:

Unless otherwise indicated on the quote, the work includes all labor, materials, paint and equipment required to complete the project, including:

*Protection of surfaces and objects not being painted with tape, paper, poly and drop sheets, as required.

*Scraping, sanding and filling, as applicable, of any peeling areas to provide a suitable surface for painting.

*Broom clean condition at the end of each day and full clean up at the end of the project, including removal of any garbage, proper disposal of paint and other products, sweeping and vacuuming.

*Leftover paint used, properly labeled, will be left for your future use unless otherwise directed by you.

PROJECT AREA	INCLUDES	EXCLUDES	NOTES	PRICE
Supplies and Materials	See Notes	See Notes	Price includes all paint and materials needed to complete job. Customer to confirm paint colors.	\$11,320.00

PROJECT AREA	INCLUDES	EXCLUDES	NOTES	PRICE
Exterior Painting of Hotel	<ul style="list-style-type: none"> • Doors • Siding 	<ul style="list-style-type: none"> • Soffits • Windows • Gutters • Downspouts • Fascia • Stairs 	<p>Services Include:</p> <p>1). Prep building for paint to include scrape and sand of peeling paint. There will be paint ridges left from previous paint work. Price includes 126 hours of prep for job. This is an estimate only based on those things that I can see. Hours could vary once we get into the work. We will bill for any additional hours incurred for prep work. Likewise, we would reduce our cost if we don't use all 126 hours. Price does not include any concrete or stucco patch. If this is needed, we'll need to charge for that service.</p> <p>2). Apply one coat of primer to entire building using a PPG product called Crete Seal. It will lock current paint that isn't scraped away into place and will add to the longevity of the fresh coat of paint.</p> <p>3). Apply one coat of paint to all concrete or stucco areas of hotel. We would follow the same color scheme, using the same paint colors as already exist.</p> <p>4). Apply one coat of paint to the blue trim at the top of the building and along the bottom of the building. At the top, we would only paint that area visible from ground level. Price does not include painting anything other area on roof.</p> <p>Price does not include painting of any metal or wood doors. Does not include painting any windows. Only includes painting the base structure of the building.</p> <p>See notes under additional comments.</p>	\$39,990.00

PAINT REQUIRED

SURFACE	SUPPLIER	PRODUCT	SHEEN	COLOR
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ADDITIONAL COMMENTS:

Please note:

- 1). Price does not include a power wash of the building. The power wash would need to be completed before we start any work. I do have the name of a company that could do the service for you.
- 2). Price does not include the need to trim back any of the landscaping away from the building. For example, the Arborvitae along the back of the building would have to be trimmed back away from the building so that we can move ladders and paint properly. We can do this work but would need to charge for the service.
- 3). My estimate includes 126 hours of prep work. Prep work includes scraping and sanding. This is only an estimate for the amount of hours needed to prepare the building for paint. We would have to adjust hours up or down based on how long it takes to properly prep the building.
- 4). I would be willing to paint a couple sections of the building to track hours needed to complete. I'd paint one section of the rounded inset area and one section of the window area (room windows). I'd prep it, prime it, and paint it. This would then give me a better idea of hours needed to complete job and I'd adjust estimate accordingly. I'd have two guys there for a day. We'd charge \$900 to do this. This would include labor and paint to complete.
- 5). The estimate includes a full priming of the building. Primer is needed in order to ensure that that new top coat has a proper surface to adhere to. Without it, you risk the integrity of the paint. It will not last as long. That said, if you don't want us to prime the building, then you can remove \$12,250 from the estimated pricing.

PRICE

All materials,
product, labor,
warranty

SUB TOTAL	\$51,310.00	
Total	\$51,310.00	
Taxes	\$	
GRAND TOTAL	\$51,310.00	
	Deposit Received	\$0.00
	Amount Owing	\$51,310.00

To accept proposal and terms of service please sign and date below

Customer Signature

DATE

Estimator Signature

DATE

By clicking 'I Accept', you accept this proposal and agree to the terms of service

I ACCEPT

The above work has been completed in full.



Signature:

DATE

SW 9159
Auger Shell

231-C4

SW 6169
Sedate Gray

211-C1

SW 6810
Lupine

179-C8

RESOLUTION No.

**RESOLUTION APPROVING ROUTE 31 TIF FAÇADE GRANT FUNDING
FOR THE PROPERTY LOCATED AT 201 SMOKETREE LANE, 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 201 Smoketree Lane in the Village of North Aurora in the amount of \$14,324.77 for certain improvements; and

WHEREAS, the improvements for which the application has been filed are TIF eligible improvements and qualify for a total of \$14,324.77 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 \$14,324.77 is hereby approved for the property at 201 Smoketree Lane, North Aurora, Illinois with the following conditions:
 - A. All on-site potholes shall be properly patched.
 - B. A total of three (3) accessible parking spaces shall be added – one each adjacent to the north, west and south entrances.
 - C. The exterior paint shall consist of Sherwin Williams Sedate Gray (building mass), Auger Shell (arches) and Lupine (roof trim).
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 _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Michael Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora,
Kane County, Illinois this _____ day of _____, 2018, A.D.

Village President

ATTEST:

Village Clerk

Memorandum



To: Steve Bosco, Village Administrator
From: David Hansen, Administrative Intern
Date: 4-30-18
Re: North Aurora Days Special Event Permit

The North Aurora Days Committee is planning to have the annual North Aurora Days event between Friday, August 3rd and Sunday, August 5th. The event includes food, carnival rides, games, bands, fireworks and other entertainment. As in years past, the event will be located primarily at the southeast corner of the Randall Road and Oak Street intersection with some events in locations throughout the community. As part of the special event, beer and wine will be served by the North Aurora Lions Club and North Aurora Mothers Club. There are no activities scheduled on the Clock Tower site on Sunday, August 5th. On Sunday, North Aurora Days will be at Riverfront Park where the "Party in the Park" will be held. There will be a concert, food trucks, and other activities like last year.

Please find attached the North Aurora Days Committee's application for a special event.



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED ONE WEEK PRIOR TO THE NEXT SCHEDULED VILLAGE BOARD MEETING TO THE ATTENTION OF THE VILLAGE ADMINISTRATOR

Please note: Block Parties require a separate Block Party Permit be obtained through the North Aurora Police Department. Parades or carnivals require a separate permit be obtained through the Village Administrator's office

Application Date: April 19, 2018

Name of Event: North Aurora Days

Type of Event: ☒ Festival ☐ Grand Opening ☐ Backyard Party ☐ Other

Location of Event: Oak Street and Randall Road

Date(s) of Event: August 3, 4, and 5 2018 Hours of Event: _____ to _____

Event / Organization Website (if applicable): Northauroradays.org

Purpose of the event: Community Festival

Name of sponsoring organization (if applicable): Village of North Aurora
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☐ No ☒

Contact person: Mark Gaffino / Steven Bosco

Contact person address: 25 E. State St.

City: North Aurora State: IL Zip: 60542

Home Phone: _____ Cell Phone: 630-918-9460 E-mail: _____

Organization address: 25 E. State St.

City: North Aurora State: IL Zip: 60542 Phone: 630-897-8228

Will you be using speakers and/or sound equipment at your event? ☒ YES ☐ NO

If yes, you must adhere to the Village of North Aurora Noise Ordinance (the North Aurora Noise Ordinance, Title 8, Chapter 8.2 of the Municipal Code is available on-line at www.vil.north-aurora.il.us)

Will alcohol be sold at your event? ☒ YES ☐ NO



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

*If yes, you must submit a completed **Special Event Liquor License Application** prior to the event for approval. Please contact the Village Administrator for details on obtaining a Special Events Liquor License.*

Will you serve food at your event? ☒ YES ☐ NO

If yes, Kane County Health Dept. requirements must be met. Kane County Health Dept. 1240 N Highland Ave, Aurora, IL 60506 - (630) 208-3801 www.kanehealth.com

Does your event include the use of a tent or an inflatable device over 400 square feet? ☒ YES ☐ NO

If yes, approval from the North Aurora Fire Protection District may be required for non-residential events North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <http://www.nafd.org>

Upon submitting a completed and signed application along with all required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved. **Please do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.

Submit All COMPLETED Applications to:

Village of North Aurora
Attn: Steve Bosco, Village Administrator
25 E. State St.
North Aurora, IL 60542
Phone: (630) 897-8228, ext. 233
Fax: (630) 897-8258
sbosco@vil.north-aurora.il.us

The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.

Dated this 2 day of May, 2018

Signature of Organizer / Applicant



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

HOLD HARMLESS RELEASE

The Village of North Aurora is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions, ordinances, village codes and requirements.

The applicant agrees that it will indemnify, hold harmless and defend the Village of North Aurora, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney fees, arising from or in any way related to the organizer's event.

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the Village of North Aurora of any changes in the application at least 10 days prior to the event. I agree to the terms and conditions listed above.

Village of North Aurora / Steven Bosco
Name of Organizer / Applicant (please print)


Signature of Organizer / Applicant

5-2-18
Date

Memorandum



To: Steve Bosco, Village Administrator
From: David Hansen, Administrative Intern
Date: 5-10-18
Re: North Aurora Days Carnival Permit

Bluegrass rides would like to have a carnival as part of the annual North Aurora Days event. The Carnival would take place primarily on the car wash property in the Clock Tower Plaza and on Oak Street. Oak Street will be closed to traffic starting on Thursday evening until early Sunday morning. The carnival is scheduled to operate on Friday, August 3rd from 5 p.m. to 10:30 p.m. and Saturday, August 4th from 2 p.m. to 10:30 p.m. Bluegrass Rides has conducted numerous carnivals around the United States including Illinois and Texas.

Attached is the carnival permit application. Bluegrass Rides has not yet signed the carnival permit application, including the hold harmless agreement; however the Village Board can approve the permit pending staff obtaining the appropriate signatures before the event.

Bluegrass Rides has yet provided a certificate of insurance (COI) due to their policy renewing in June. Once renewed a COI will be provided to the Village as required. Approval can be granted pending staff receipt of the valid COI.

VILLAGE OF NORTH AURORA
CARNIVAL LICENSE APPLICATION

CARNIVAL LICENSE APPLICATION

THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED BY THE MONDAY PRIOR TO THE NEXT SCHEDULED VILLAGE BOARD MEETING (FOR APPROVAL) TO THE ATTENTION OF THE VILLAGE ADMINISTRATOR.

No license shall be issued for any licensee who has NOT complied with Illinois State Statute 430 ILCS 85/2-20 of the Carnival and Amusement Rides Safety Act. Licensee shall make criminal background checks, substance abuse policy and drug test results for ALL carnival workers available for inspection upon the request of the North Aurora Chief of Police

Application Date: 5-10-2018

APPLICANT

Full Name: Bluegrass Rides
(first) (middle) (last)

Address: 300 Oakwood Drive

City: Lawrenceburg State: Ky Zip: 40342 D.O.B. _____

Home Phone: 859-948-9327 Cell Phone: _____ E-mail: bluegrassrides223@gmail.com

CARNIVAL OWNER

Full Name: Tony Best
(first) (middle) (last)

Address: 300 Oakwood Drive

City: Lawrenceburg State: Ky Zip: 40342 D.O.B. _____

Home Phone: 859-948-9327 Cell Phone: _____ E-mail: tonybest223@gmail.com

Type of ownership: _____

CARNIVAL MANAGER/OPERATOR/SUPERVISOR

Full Name: _____
(first) (middle) (last)

Address: Same

City: _____ State: _____ Zip: _____ D.O.B. _____

Home Phone: _____ Cell Phone: _____ E-mail: _____

Type of Event: ☒ Carnival ☐ Circus

VILLAGE OF NORTH AURORA
CARNIVAL LICENSE APPLICATION

Location of Carnival: North Aurora clock tower and Oak street

Date(s) of Carnival: 8-3 and 8-4 2018

Hours of Event: ^{Pitney} 5pm to 10:30pm
North Aurora Saturday 2pm to 10:30pm

Number of Sanitary facilities (porta-potties) that will be available: is handling (Per Village Code 4 total are required – 2 for male patrons and 2 for female patrons)

Locations North Aurora is Handling

Number of Potable water supply / hand washing station that will be available: —

Locations North Aurora is Handling

Parking information - number of parking spaces and location of parking: (attach separate sheet if necessary)

North Aurora is Handling

Description for crowd control and traffic control:

North Aurora Police Department

* Describe the class and type of riding devices and a statement as to any incidents in which patrons were injured on a riding device in the last twelve (12) months: (include a description of any/all incidents; the extent of the injuries; cause of the incident; and actions taken as a result of the incident: (attach separate sheet if necessary)

* Complete list of all games, rides, concessions and shows being offered: (attach separate sheet if necessary)

Musical chairs Swing Bounce House World of Games 5 in 1

Rock Climbing Wall Pirate ship

Tubs of fun 20ft Slide

Walk on Water Obstacle course

* Information as to housing arrangements for carnival workers: (attach separate sheet if necessary)

VILLAGE OF NORTH AURORA
CARNIVAL LICENSE APPLICATION

Stop Order / Safety Violation Notification: Attach a certified written statement that there have not been any stop orders or any failed safety inspections issued from other jurisdictions in Illinois or from any other states regarding any carnival or circus or amusement device. If stop orders and/or safety inspection violations have been issued, a copy of each and every stop order and/or violation and a record as to how and who corrected the violation shall be supplied.

Application fee: \$ 0

To be determined by the Village Administrator with the advice and consent of the North Aurora Village Board.

Certificate of Insurance submitted: _____

Upon submitting a completed and signed application along with ALL required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved

The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.

Mail, Fax or Hand Deliver All COMPLETED Applications to:

**Village of North Aurora
Attn: Steve Bosco, Village Administrator
25 E. State St.
North Aurora, IL 60542
Phone: (630) 897-8228, ext. 233
Fax: (630) 897-8258
sbosco@vil.north-aurora.il.us**

VILLAGE OF NORTH AURORA
CARNIVAL LICENSE APPLICATION

SIGNATURE PAGE

The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.

Dated this _____ day of _____, 2018

Signature of Organizer / Applicant

x

Signature of Carnival Owner

HOLD HARMLESS RELEASE

The applicant, owner, licensee, operator or manager of a carnival or circus shall indemnify, hold harmless and defend the Village of North Aurora, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, all costs and expenses, including reasonable attorney fees, arising from any injury to patrons, passersby, bystanders or any individual as a result of the operation or maintenance of the carnival or circus, or in any way related to the organizer's event.

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the Village of North Aurora of any changes in the application at least 10 days prior to the event. I agree to the terms and conditions listed above.

Signature of Applicant

x

Signature of Carnival Owner

Printed Name of Applicant

x

Printed Name of Carnival Owner

Date: _____

x

Date: _____

Memorandum



To: Steve Bosco, Village Administrator

From: David Hansen, Administrative Intern

Date: 5-15-18

Re: NOARDA Rhythm on the Riverfront Liquor in the Park Request

The North Aurora River District Alliance (NOARDA) holds their Rhythm on the Riverfront summer concert series in North Aurora Riverfront Park on an annual basis. The Rhythm on the Riverfront summer concert series includes utilizing the gazebo in North Aurora Riverfront Park the second Thursday of June, July and August. The Village has supported these events in the past, as a partner of NOARDA, to encourage people to visit areas along the Fox River in the Village.

NOARDA has indicated that they would like people attending each concert to have a BYOB (bring you own beer/bottle) option. Should the Village Board allow liquor in North Aurora Riverfront Park, the Village can allow BYOB as an option by passing a resolution stating that an event is sponsored by the Village. As such, attached is an application for use of North Aurora Riverfront Park from NOARDA for the Rhythm on the Riverfront summer concert series. Also attached is a resolution designating the concert series as a Village sponsored event where BYOB will be allowed for each of the three concerts.

If approved, staff will work to have signage in the park designating where liquor is allowed. Staff also plans to have police officers attend the concerts as an additional safety measure.



VILLAGE OF
**NORTH
AURORA**
Crossroads on the Fox

25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED ONE WEEK PRIOR TO THE NEXT SCHEDULED VILLAGE BOARD MEETING TO THE ATTENTION OF THE VILLAGE ADMINISTRATOR

Please note: Block Parties require a separate Block Party Permit be obtained through the North Aurora Police Department. Parades or carnivals require a separate permit be obtained through the Village Administrator's office

Application Date: 5/15/18

Name of Event: Rhythm on the Riverfront - NOARDA's Summer concert series

Type of Event: ☐ Festival ☐ Grand Opening ☐ Backyard Party ☒ Other

Location of Event: Riverfront Park

Date(s) of Event: 6/14/18, 7/12/18, 8/9/18 Hours of Event: 6 to 9

Event / Organization Website (if applicable): NOARDA.ORG

Purpose of the event: An effort to unite our community while utilizing our beautiful riverfront park space

Name of sponsoring organization (if applicable): NOARDA
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☒ No ☐

Contact person: Jessi Watkins

Contact person address: [REDACTED]

City: North Aurora State: IL Zip: 60542

Home Phone: [REDACTED] Cell Phone: [REDACTED] E-mail: [REDACTED]

Organization address: 25 E. State St.

City: North Aurora State: IL Zip: 60542 Phone: [REDACTED]

Will you be using speakers and/or sound equipment at your event? ☒ YES ☐ NO

If yes, you must adhere to the Village of North Aurora Noise Ordinance (the North Aurora Noise Ordinance, Title 8, Chapter 8.2 of the Municipal Code is available on-line at www.vil.north-aurora.il.us)

Will alcohol be sold at your event? ☐ YES ☒ NO



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

*If yes, you must submit a completed **Special Event Liquor License Application** prior to the event for approval. Please contact the Village Administrator for details on obtaining a Special Events Liquor License.*

Will you serve food at your event? ☒ YES ☐ NO

If yes, Kane County Health Dept. requirements must be met. Kane County Health Dept. 1240 N Highland Ave, Aurora, IL 60506 - (630) 208-3801 www.kanehealth.com

Does your event include the use of a tent or an inflatable device over 400 square feet? ☐ YES ☒ NO

If yes, approval from the North Aurora Fire Protection District may be required for non-residential events North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <http://www.nafpd.org>

Upon submitting a completed and signed application along with all required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved. **Please do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.

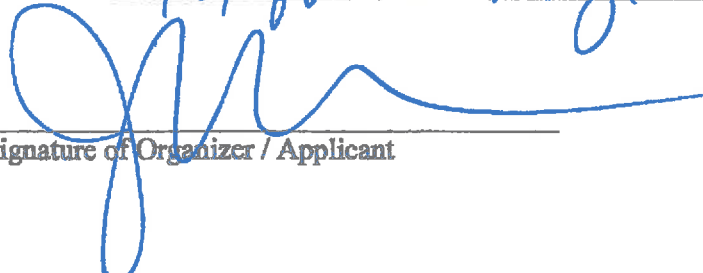
Submit All COMPLETED Applications to:

Village of North Aurora
Attn: Steve Bosco, Village Administrator
25 E. State St.
North Aurora, IL 60542
Phone: (630) 897-8228, ext. 233
Fax: (630) 897-8258
sbosco@vil.north-aurora.il.us

The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.

Dated this 5/15/17 day of May, 2017



Signature of Organizer / Applicant



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

HOLD HARMLESS RELEASE

The Village of North Aurora is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions, ordinances, village codes and requirements.

The applicant agrees that it will indemnify, hold harmless and defend the Village of North Aurora, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney fees, arising from or in any way related to the organizer's event.

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the Village of North Aurora of any changes in the application at least 10 days prior to the event. I agree to the terms and conditions listed above.

Jessica Watkins
Name of Organizer / Applicant (please print)

[Signature]
Signature of Organizer / Applicant

5/15/18
Date

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE NORTH AURORA RIVER DISTRICT ALLIANCE'S RHYTHM ON THE RIVERFRONT SUMMER CONCERT SERIES A VILLAGE SPONSORED EVENT AND ALLOWING THE CONSUMPTION OF LIQUOR IN NORTH AURORA RIVERFRONT PARK

WHEREAS, the Village of North Aurora owns North Aurora Riverfront Park and utilizes the park for Village sponsored events, among other things; and

WHEREAS, the Village has the authority under North Aurora Code Title 5, Chapter 5.08, Section 5.08.135.B to allow liquor in Riverfront Park for Village sponsored events pursuant to conditions and limitations established by the Board from time to time; and

WHEREAS, the Village of North Aurora partners with the North Aurora River District Alliance (NOARDA) on projects and community events to bring people to the areas along the Fox River in North Aurora; and

WHEREAS, NOARDA would like to host their annual summer concert series , "Rhythm on the Riverfront" in North Aurora Riverfront Park on June 14, July 12 and August 9, 2018 from 6:00 p.m. to 9:00 p.m.; and

WHEREAS, NOARDA has indicated that they would like patrons attending the Rhythm on the Riverfront Concert Series to have the ability to be able to bring their own liquor in North Aurora Riverfront Park for consumption on premises; and

WHEREAS, the Village approved an ordinance that allows the sale, possession and/or consumption of liquor on Village property under certain conditions and circumstances in North Aurora Riverfront Park for Village sponsored events/series of events; and

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

Section 1. The NOARDA Rhythm on the Riverfront concert series taking place in North Aurora Riverfront Park June 14, July 12 and August 9, 2018 is designated as a Village sponsored series of events.

Section 2. Liquor shall be allowed to be brought into North Aurora Riverfront Park for consumption during the hours of the event in keeping with the following conditions and limitations:

A. Liquor must be transported to the Park in compliance with local and state laws pertaining to the transportation of liquor in unopened containers;

B. No open containers of liquor may be removed from or possessed or consumed outside the Park, defined as the area from spillway to the east, the bike path north of State

Street and the bike path east of the River (excluding the bike path) and the area running parallel to the northern end of the Village Hall to the bike path, and includes all of the area interior to those boundaries, including the Gazebo and water features.

C. Staff are hereby directed to place appropriate signage around the perimeter of the area, designating the areas beyond which open containers of liquor are not allowed.

D. Liquor may only be removed from the area in sealed containers in keeping with local and state law.

E. Only persons age 21 or older may possess or consume alcohol in the Park, and persons bringing alcohol into the Park shall be responsible to ensure that it is not consumed or in the possession of anyone who is age 20 or younger.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Mike Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Village President

ATTEST:

Village Clerk

Memorandum



To: Steve Bosco, Village Administrator

From: David Hansen, Administrative Intern

Date: 5-15-18

Re: Independence Day Firework Celebration Liquor in Park Request

The Village of North Aurora held its first Independence Day Fireworks Celebration in nearly a decade last year. This year's celebration will be on July 3, 2018 from 6:00p.m. to 10:30 p.m. with a rain date scheduled for July 4, 2018.

At past events, the Village Board has allowed liquor in North Aurora Riverfront Park. Staff is seeking direction from the board on whether or not to allow liquor in the park during the event. Should the Village Board choose to allow liquor in North Aurora Riverfront Park, the Village can allow bring your own beer/ bottle (BYOB) as an option by passing a resolution stating that an event is sponsored by the Village. Staff has a concern that the event will attract a large crowd which may cause difficulty in keeping liquor in the permitted area.

As such, attached is a special events permit application for use of North Aurora Riverfront Park from the Village for the Independence Day Fireworks Celebration. Also attached is a resolution designating the celebration as a Village sponsored event where BYOB will be allowed for the event.

If approved, staff will work to have signage in the park designating where liquor is allowed. Staff also plans to have police officers attend the concerts as an additional safety measure.



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

SPECIAL EVENT PERMIT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL & SUBMITTED ONE WEEK PRIOR TO THE NEXT SCHEDULED VILLAGE BOARD MEETING TO THE ATTENTION OF THE VILLAGE ADMINISTRATOR

Please note: Block Parties require a separate Block Party Permit be obtained through the North Aurora Police Department. Parades or carnivals require a separate permit be obtained through the Village Administrator's office

Application Date: 5/15/2018

Name of Event: Independence Day Fireworks

Type of Event: ☐ Festival ☐ Grand Opening ☐ Backyard Party ☒ Other

Location of Event: North Aurora Riverfront Park

Date(s) of Event: 7/3/18 rain date: 7/4/18 Hours of Event: 6:00 pm to 10:30 pm

Event / Organization Website (if applicable): _____

Purpose of the event: Celebrate Independence Day

Name of sponsoring organization (if applicable): Village of North Aurora
(List the organization's legal status, i.e. Partnership, Corporation, LLC, etc.) Non-for-profit: Yes ☐ No ☐

Contact person: Steven Bosco

Contact person address: 25 E. State Street

City: North Aurora State: IL Zip: 60542

Home Phone: 630-897-8228 Cell Phone: — E-mail: sbosco@northaurora.org

Organization address: 25 E. State Street

City: North Aurora State: IL Zip: 60542 Phone: —

Will you be using speakers and/or sound equipment at your event? ☒ YES ☐ NO

If yes, you must adhere to the Village of North Aurora Noise Ordinance (the North Aurora Noise Ordinance, Title 8, Chapter 8.2 of the Municipal Code is available on-line at www.vil.north-aurora.il.us)

Will alcohol be sold at your event? ☐ YES ☒ NO



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

*If yes, you must submit a completed **Special Event Liquor License Application** prior to the event for approval. Please contact the Village Administrator for details on obtaining a Special Events Liquor License.*

Will you serve food at your event? ____ YES ☒ NO

If yes, Kane County Health Dept. requirements must be met. Kane County Health Dept. 1240 N Highland Ave, Aurora, IL 60506 - (630) 208-3801 www.kanehealth.com

Does your event include the use of a tent or an inflatable device over 400 square feet? ____ YES ☒ NO

If yes, approval from the North Aurora Fire Protection District may be required for non-residential events North Aurora Fire District, 2 Monroe St, North Aurora, IL 60542 - (630) 897-9698 <http://www.nafpd.org>

Upon submitting a completed and signed application along with all required documentation, Village staff will review the application. The Village Administrator will notify you if the event has been approved. **Please do not assume that all aspects of the event will be approved; you may be asked to make some changes to your plan based on the availability of services and scheduling of other events.**

The Village of North Aurora reserves the right to cancel any event at any time for reasons deemed necessary by the Village Board of Trustees.

Submit All COMPLETED Applications to:

Village of North Aurora
Attn: Steve Bosco, Village Administrator
25 E. State St.
North Aurora, IL 60542
Phone: (630) 897-8228, ext. 233
Fax: (630) 897-8258
sbosco@vil.north-aurora.il.us

The person(s) having executed this application states the information set forth herein is true and correct to the best of his/her/their knowledge and belief.

The undersigned hereby makes application for a Special Events Permit pursuant to the provisions of the North Aurora Village Code in the Village of North Aurora, County of Kane, Illinois and all amendments thereto now in force and effect. The undersigned further acknowledges that he/she/they have read, understand, and will obey the provisions of the North Aurora Village Code as pertaining to this application and subsequent applications.

Dated this 15th day of May, 20 18



Signature of Organizer / Applicant



25 East State Street, North Aurora, IL 60542
P: 630.897.8228 F: 630.897.8258
www.northaurora.org

HOLD HARMLESS RELEASE

The Village of North Aurora is not responsible for any accidents or damages to persons or property resulting from a special event; the event coordinator for the sponsoring organization is responsible for ensuring that the organization, event participants and spectators abide by all above conditions, ordinances, village codes and requirements.

The applicant agrees that it will indemnify, hold harmless and defend the Village of North Aurora, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorney fees, arising from or in any way related to the organizer's event.

I have the authority from my organization to sign and submit this application on their behalf. I agree to inform the Village of North Aurora of any changes in the application at least 10 days prior to the event. I agree to the terms and conditions listed above.

Steven Bosco

Name of Organizer / Applicant (please print)

[Signature]

Signature of Organizer / Applicant

5-15-18

Date

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE NORTH AURORA INDEPENDENCE DAY FIREWORK CELEBRATION A VILLAGE SPONSORED EVENT AND ALLOWING THE CONSUMPTION OF LIQUOR IN NORTH AURORA RIVERFRONT PARK

WHEREAS, the Village of North Aurora owns North Aurora Riverfront Park and utilizes the park for Village sponsored events, among other things; and

WHEREAS, the Village has the authority under North Aurora Code Title 5, Chapter 5.08, Section 5.08.135.B to allow liquor in Riverfront Park for Village sponsored events pursuant to conditions and limitations established by the Board from time to time; and

WHEREAS, the Village of North Aurora beholds the Independence Day Firework Celebration as an opportunity for the community to relax, bring people to the areas along the Fox River in North Aurora, and celebrate Independence Day; and

WHEREAS, the Village of North Aurora would like to host their Independence Day Firework Celebration in North Aurora Riverfront Park on July 3, 2018 from 6:00p.m. to 10:30 p.m. with a rain date scheduled for July 4, 2018; and

WHEREAS, the Village of North Aurora has indicated that they would like patrons attending the Independence Day Firework Celebration to have the ability to be able to bring their own liquor in North Aurora Riverfront Park for consumption on premises; and

WHEREAS, the Village approved an ordinance that allows the sale, possession and/or consumption of liquor on Village property under certain conditions and circumstances in North Aurora Riverfront Park for Village sponsored events/series of events; and

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

Section 1. The Independence Day Firework Celebration taking place in North Aurora Riverfront Park on July 3, 2018 is designated as a Village sponsored event.

Section 2. Liquor shall be allowed to be brought into North Aurora Riverfront Park for consumption during the hours of the event in keeping with the following conditions and limitations:

A. Liquor must be transported to the Park in compliance with local and state laws pertaining to the transportation of liquor in unopened containers;

B. No open containers of liquor may be removed from or possessed or consumed outside the Park, defined as the area from spillway to the east, the bike path north of State Street and the bike path east of the River (excluding the bike path) and the area running

parallel to the northern end of the Village Hall to the bike path, and includes all of the area interior to those boundaries, including the Gazebo and water features.

C. Staff are hereby directed to place appropriate signage around the perimeter of the area, designating the areas beyond which open containers of liquor are not allowed.

D. Liquor may only be removed from the area in sealed containers in keeping with local and state law.

E. Only persons age 21 or older may possess or consume alcohol in the Park, and persons bringing alcohol into the Park shall be responsible to ensure that it is not consumed or in the possession of anyone who is age 20 or younger.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its approval.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018

Mark Carroll _____

Laura Curtis _____

Mark Gaffino _____

Mark Guethle _____

Mike Lowery _____

Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this _____ day of _____, 2018, A.D.

Village President

ATTEST:

Village Clerk

Memorandum



To: Steve Bosco, Village Administrator
From: David Hansen, Administrative Intern
Date: 5-15-18
Re: Sprint Lease Amendment for Princeton Water Tower

The Village's current cell tower lease agreement with Sprint is set to expire on June 30, 2018. Sprint has approached the Village to amend the current Princeton Water Tower lease agreement in regards to extending the term and adjusting the rent. In order to stay consistent with the market, staff reviewed the Village's other cellular leases that are currently with AT&T, T-Mobile, and Verizon. Using these lease agreements, the Village determined the appropriate changes for the lease agreement made with Sprint.

After further analysis, staff is proposing an initial term of five years with three consecutive five year extensions which would bring the total possible duration of the agreement to 20 years. In an effort to keep the contract in line with other municipalities and the village's current lease agreements, staff is proposing keeping the base rent of \$5,810.95 for the first five years. After the five year term ends, the rent will increase 3.5% on an annual basis.

In comparison, the original agreement had an initial term of five years with three, five year extensions for a total duration of 20 years. The original agreement's rent had an annual increase of 4%. The new lease agreement's rent would have an annual increase of 3.5% which would commence after the first five year term concludes. The proposed 3.5% annual increase is in line with the other cell lease agreements which collectively average 4%.

Attached is the final draft of the fourth amendment to the Princeton Water Tower Lease agreement between the Village of North Aurora and Sprint. Also attached is a copy of the original agreement.

Staff brought this amendment to the March 5th, 2018 Committee of the Whole meeting and there were no concerns. A few days after the Village Board reviewed the amendment at the March 5th C.O.W. meeting, Sprint reached out to staff about removing antennas and some other equipment from the site. Upon further discussion, Sprint has asked staff to not change and go forward with the original

amendment that was proposed and reviewed at the C.O.W. meeting on March 5th. This discussion pushed back the amendment a few meetings from directly going to the Village Board. In the future, Sprint anticipates removing some equipment from the site which could decrease the monthly rent the Village currently collects. If this would occur, staff would bring another amendment to the Village Board to review before any action would be taken.

AMENDMENT NO. 4 TO LEASE AGREEMENT

This Amendment No.4 to Lease Agreement (this "Fourth Amendment"), effective as of the date last signed below ("Fourth Amendment Effective Date"), amends a certain Lease Agreement dated February 23, 1998 (the "Lease Agreement"), between SprintCom, Inc., a Kansas corporation ("Tenant"), and Village of North Aurora ("Landlord"), as amended by Lease Amendment No. 1 dated January 22, 2007 ("First Amendment"), as amended by Amendment No. 2 to Lease Agreement dated October 19, 2009 ("Second Amendment"), and as amended by Amendment No. 3 to Lease Agreement dated June 26, 2014 ("Third Amendment") (collectively, the "Agreement").

BACKGROUND

WHEREAS, the Agreement is set to expire on June 30, 2018, and Tenant and Landlord desire to extend the term of the Agreement.

WHEREAS, Tenant and Landlord desire to modify certain provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The current term of the Agreement will expire on June 30, 2018. Notwithstanding anything to the contrary in the Agreement, commencing on July 1, 2018, the term of the Agreement is sixty (60) months ("New Initial Term"). The Agreement will be automatically renewed for three (3) additional terms of sixty (60) months each (each a "New Extended Term"). Each New Extended Term will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any options to Landlord before expiration of the then current term. All references in the Agreement to Extended Terms shall include the New Initial Term and the New Extended Term(s).

2. **Modification to Rent.** Notwithstanding anything set forth in Section 3 of the Lease Agreement, Section 2 of the First Amendment and Section 2 of the Third Amendment to the contrary, the Base Rent (and additional rent, as amended), shall be paid in equal monthly installments of Four Thousand Nine Hundred Eighty-Nine and 80/100 Dollars (\$4,989.80).

Notwithstanding anything set forth in Section 3 of the Second Amendment, the increased rent shall be paid in equal monthly installments of Eight Hundred Twenty-One and 15/100 Dollars (\$821.15) ("Second Amendment Rent").

Starting on the first day of the New Initial Term and on the first day of every month thereafter, Tenant will pay the Base Rent and Second Amendment Rent in advance in equal monthly installments of Five Thousand Eight Hundred Ten and 95/100 Dollars (\$5,810.95), and shall continue during the term (collectively "Rent"). Commencing on July 1, 2023, the Rent will be increased annually by three and one-half percent (3.5%) of the then current Rent.

Landlord shall provide or cause to provide to Tenant an IRS-approved W-9 form setting forth the tax identification number of Landlord or of the person or entity to whom payment is to be made payable as directed in writing by Landlord.

3. **Termination.** Section 18(b) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"(b) by Tenant, if Tenant determines that the Premises is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, or the communications systems to

which the belong become unacceptable under its design or engineering specifications, subject to the liquidated damages specified in Section 19 below;”

4. **Notice Address.** The notice addresses in Section 28 of the Lease Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

“To Landlord:	Village of North Aurora 25 E. State Street North Aurora, IL 60542
To Tenant:	Sprint Property Services Sprint Site ID: CH03XC605 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650
With a mandatory copy to:	Sprint Law Department Sprint Site ID: CH03XC605 Attn.: Real Estate Attorney Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 66251-2020”

5. **General Terms and Conditions.**

- a. All capitalized terms used in this Fourth Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Fourth Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Fourth Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Fourth Amendment.
- e. Landlord agrees to execute concurrently with this Fourth Amendment a recordable Memorandum of Amendment attached to this Fourth Amendment as Attachment 1, which Memorandum of Amendment Tenant may record at its own expense in the real property records where the Leased Premises is located.

The parties have executed this Fourth Amendment as of the Fourth Amendment Effective Date.

Landlord:
Village of North Aurora

Tenant:
SprintCom, Inc., a Kansas corporation

By: _____
(please use blue ink)

Printed Name: _____

Title: _____

Date: _____, 201____
(Date must be completed)

By: _____

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: _____, 201____
(Date must be completed)

Attachment 1

(Memorandum of Amendment)

see attached

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Sprint Contracts & Performance
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

[space above this line for Recorder's use]

MEMORANDUM OF AMENDMENT NO. 4 TO LEASE AGREEMENT

THIS MEMORANDUM OF AMENDMENT NO. 4 TO LEASE AGREEMENT ("Amended Memorandum"), by and between Village of North Aurora ("Landlord") and SprintCom, Inc., a Kansas corporation, ("Tenant"), evidences the Lease Agreement made and entered into between Landlord and Tenant dated February 23, 1998, as may have been previously amended (collectively, the "Agreement") has been amended by written agreement between the parties (the "Fourth Amendment"). The term "Agreement" hereinafter refers to and includes the Amendment.

The Agreement provides in part that Landlord leases to Tenant certain real property owned by Landlord and located at 600 Princeton, City of North Aurora, County of Kane, State of Illinois ("Premises") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Premises is legally described in Exhibit A attached hereto. The portion of the Premises leased to Tenant together with non-exclusive utility and access easements (the "Leased Premises") is further described in the Agreement.

The new term of Tenant's lease and tenancy under the Agreement, as amended by the Amendment, is sixty (60) months, commencing on July 1, 2018, and is subject to three (3) renewal terms of sixty (60) months each that may be exercised by Tenant.

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

Landlord:
Village of North Aurora

Tenant:
SprintCom, Inc., a Kansas corporation

By: _____

(please use blue ink)

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: _____

EXHIBIT A

TO MEMORANDUM OF NO. 4 AMENDMENT TO LEASE AGREEMENT

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4-38-8 OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 4 175.02 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE, 207.58 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 100.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 200.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE COMMONWEALTH EDISON COMPANY PROPERTY; THENCE NORTHWESTERLY 100.29 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into as of this 23rd day of February 1998, by and between the **VILLAGE OF NORTH AURORA**, ("Landlord") and **SPRINTCOM, INC.**, a Kansas Corporation, with its principal Illinois office located at 9801 West Higgins Road, Suite 370, Rosemont, Illinois 60018 ("Tenant").

BACKGROUND

A. Landlord is the owner in fee simple of a parcel of land located in the Village of North Aurora, Kane County, Illinois legally described on the attached Exhibit "A" (the "Premises"), on which a municipal water tower (the "Water Tower") is located. The Water Tower is located on the Premises south of Princeton Street.

B. Tenant desires to lease space on the top of the Water Tower described below for the installation and operation of certain Antenna facilities, which may include directional Antenna, connecting cables and appurtenances (collectively, "Antenna Facilities") for use in connection with its communications business.

C. Accordingly, the parties are entering into this Lease on the terms and conditions set forth below.

D. All references herein to the "Tower Ordinance" refer to the Village of North Aurora Ordinance No. 97-6, being an Ordinance Amending Article III and Article VI of the Zoning Ordinance of the Code of Ordinances Establishing Antenna and Tower Siting Regulations for the Village of North Aurora, Illinois, attached hereto as Exhibit "B" and any amendments thereto.

AGREEMENT

In consideration of their mutual covenants, the parties agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord a portion of the Premises, consisting of space on the ground (the "Land") for a Base Station and on the top ("Dome") of the Water Tower, for the Tenant's Antenna Facilities as shown on the Site Plan attached as Exhibit "C". Tenant intends to locate its Antenna Facilities as described more fully on the attached Exhibit "D" and a Base Station to be placed and constructed in conformance with the Tower Ordinance. Tenant may not add additional equipment and/or Antenna facilities from that shown on Exhibit "D" without the prior written approval of the Landlord, which shall not be arbitrarily withheld, conditioned or delayed. Notwithstanding any provision of this Agreement to the contrary, upon Landlord's prior written consent which shall not unreasonably be withheld, conditioned, or delayed, Tenant shall have the right to: (a) make additions, alternations or improvements to Tenant's equipment housed within the Base Station; and (b) replace any or all of its equipment installed on or about the Dome with replacement

equipment of a substantially similar kind, which is reinstalled in substantially the same place and position, and is of substantially the same size and weight as the replaced equipment.

2. **Term.** This Lease has been executed this 23rd day of February, 1998, (hereinafter referred to as "The Execution Date", but Tenant be obligated to commence payment of the full rental amount due hereunder on the earlier of (a) July 1, 1998; (b) commencement of construction on the site; or (c) upon receipt of building permit ("Commencement Date"); and the term of this Lease shall end on midnight on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs (hereinafter referred to as "The Initial Term").

Tenant may extend the Lease, on the same terms, for three (3) "additional terms" of five (5) years each, (hereinafter "Extended Terms") automatically, unless Tenant gives Landlord written notice within ninety (90) days of the end of the Initial Term or any Extended Terms stating Tenant will not extend further.

3. **Rent.**

a. Tenant shall pay Landlord as monthly rent for the Premises the sum of Fifteen Hundred (\$1,500) Dollars ("Base Rent"). The Tenant shall pay Landlord Base Rent for the first month on the Commencement Date. Tenant shall pay Landlord Base Rent monthly in advance on the first day of each month following the Commencement Date thereafter. Base Rent shall be increased annually as described hereafter.

b. Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. Any amounts not paid when due shall bear interest until paid at the rate of two percent (2%) per month.

c. As permitted in Section 4, if any additional Antenna Array is installed by Tenant, beyond the initial Antenna Array described in Section 4a. and illustrated in Exhibit "D", Tenant shall pay an additional annual fee of Seven Hundred Fifty Dollars (\$750.00) which shall increase annually under the same terms provided in this Lease (hereinafter referred to as "Additional Rent").

d. Upon execution of this Lease by Tenant, Tenant shall reimburse Landlord for its reasonable costs and expenses, including any engineering and legal fees incurred by Landlord in connection with the negotiation of this Lease, in an amount not to exceed Five Thousand Dollars (\$5,000.00).

e. The Base Rent shall be increased annually effective as of each anniversary of the Commencement Date by four (4%) percent of the previous years rent.

f. If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to the Tenant, except as otherwise provided herein.

g. Base Rent and Additional Rent and all other considerations to be paid or provided by Tenant to Landlord shall constitute Rent and shall be paid or provided without offset, except as provided in Section 17b, below.

4. Use of Premises.

a. Tenant shall use the Premises for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Landlord may permit others to use other portions of the Water Tower. Tenant may erect and operate one (1) PCS or cellular transmission/reception antenna array consisting of nine (9) antenna panels and may expand to a maximum of two (2) such antenna arrays, but only based upon Tenant having provided to Landlord, at Tenant's expense, a certified evaluation indicating that the additional antenna array will not interfere with existing antenna or proposed antenna, and the Dome can structurally support the additional antenna array.

b. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety) in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the Premises. Landlord agrees to cooperate reasonably with Tenant in obtaining, at Tenant's expense (including reimbursement of Landlord's reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Tenant's use of the Premises.

c. (1) The Tenant shall remove its Antenna Facilities from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in sub-paragraph (1), Tenant shall restore the affected area of the Premises to the reasonable satisfaction of Landlord ordinary wear and tear excepted.

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

d. Tenant agrees that all installations and constructions described in this Lease shall be completed promptly in a neat, workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations. All costs of the installation, including, but not limited, the cost of extending of Landlord's electrical service to Tenant's equipment, shall be paid by the Tenant.

e. When the Tenant does any work on the Premises, it shall, at its own expense, remove any obstructions therefrom and restore the Premises to as good a condition as existed before the work was undertaken, unless other directed by Landlord.

5. **Construction Standards** Tenant shall be allowed to construct a one-story building (Base Station) in compliance with the Landlord's Tower Ordinance which shall be located on The Land adjacent to the Water Tower on the Premises. The plans for both the building and the Antenna Facilities are attached hereto as Exhibits "C" and "D". Tenant undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all applicable Federal, State and Local laws, regulations, and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance with acts affecting construction of public buildings and service areas used by public employees, and Tenant agrees to remedy or correct any deficiencies with such compliance. The construction shall be processed pursuant to permit and conducted by authorized and licensed personnel and shall be performed in compliance with Local and State requirements for construction activities upon public property. If construction work shall proceed with our interference or disruption by or from Landlord or any other authorized users of the Premises, upon the expiration or termination of this Lease, at Landlord's option, Tenant shall convey all of its right, title and interest in and to the building to Landlord. Tenant shall be responsible for all permit costs. Prior to the issuance of building permits, Tenant's contractor shall maintain and provide Landlord with evidence of each of the insurance coverages specified in Section 22 of this Lease, in the amounts so specified. The Antenna Facilities and the Base Station shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antenna Facilities in a manner consistent with the color of the Water Tower or to otherwise reasonably shield the Antenna Facilities from view.

6. **Installation of Equipment.**

a. Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, its Antenna Facilities as described on Exhibit "D".

b. Tenant's installation of all such Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be arbitrarily withheld, conditioned or delayed. Any damage done to the Land, the Water Tower or the Dome during installation and/or during operations shall be repaired or replaced immediately at Tenant's expense and to Landlord's reasonable satisfaction. In connection with the installation and operation of the Antenna

Facilities, Tenant shall not make any penetrations of the Dome without Landlord's prior written consent, which shall not be arbitrarily withheld, conditioned or delayed. All Dome penetrations that may be permitted by Landlord shall be undertaken only under the supervision of Landlord's engineer or other designated agent. Tenant shall pay all costs and expenses in relation to maintaining the integrity of Landlord's Water Tower in connection with Tenant's installation and operations of the Antenna Facilities.

c. The Tenant shall complete the installation of the Antenna Facilities and Base Station as approved by the Village within ninety (90) days after the Commencement Date. The Tenant shall provide Landlord with as-built drawings of the Antenna Facilities and the Base Station installed on the Premises, which show the actual location of all equipment and improvements consistent with Exhibits "C" and "D", within thirty (30) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities.

7. Landlord's Right to Use. Tenant shall allow Landlord, at no cost to Landlord, to locate, place and use Landlord's communications facilities (antennas, transmitters, receivers, and support equipment) on any of Tenant's mounting brackets or other facilities installed on the Water Tower which are capable of accommodating Landlord's additional antennas or related facilities without interfering with Tenant's Antenna Facilities and without eliminating Tenant's right to expand its Antenna Facilities as permitted in Section 4, above. Tenant shall cooperate with Landlord in connection with locating and placing Landlord's antennas and other facilities on Tenant's Antenna Facilities on the Water Tower, at no expense to Tenant.

8. Equipment Upgrade. Tenant may update or replace the Antenna Facilities from time to time with the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that the replacement facilities installed on the Dome are not greater in number or size than the existing facilities. Any change in their location on the Water Tower shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If the upgrade involves additional equipment installed on the Dome, or a change in location on the Water Tower. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval.

9. Maintenance.

a. Tenant shall, at its own expense, maintain its Base Station and Antenna Facilities attached to the Dome in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of or other leasing of the Water Tower by Landlord and so as not to interfere with the use of the Dome, the Water Tower, related facilities or other equipment of other tenants.

b. Tenant shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. In the event the Landlord or any other tenant undertakes painting, construction or other alterations on the Water Tower, Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antenna Facilities and protect such from paint and debris fallout which may occur during the painting, construction or alteration process.

e. If the Landlord determines that it is necessary and advisable to raise the height of the Water Tower for municipal purposes, the Landlord shall give the Tenant ninety (90) days written notice prior to the commencement of the construction to raise the Water Tower and, the Landlord shall coordinate the raising of the Water Tower to allow the Tenant to protect, modify and/or move its Antenna Facilities as required by the raising of the Water Tower. However, in no event shall the Landlord raise the Water Tower within the initial five (5) year term of this Lease or the first subsequent five (5) year Extended Term if the Lease is not terminated at the end of the Initial Term. However, in no event shall the Landlord be liable or responsible for the costs to the Tenant for the protection, modification, and/or moving of the antenna and Antenna Facilities.

10. Premises Access.

a. Tenant shall have access to the Premises and the Water Tower by means reasonably designated by Landlord, subject to notice requirements to Landlord in 10b, below.

b. Tenant shall have access to the Base Station at all times without notice to the Landlord. Tenant shall have access to the Water Tower only upon twenty-four (24) hour notice to the Superintendent of Water, except in emergencies, in which case notice shall be given as soon as practicable to the Superintendent of Water and/or the Village Police Department. The Landlord shall have the right to have its Superintendent of Water, or designee, to accompany Tenant whenever Tenant accesses the Water Tower.

c. Landlord shall be allowed and granted access to the Water Tower for general maintenance and repair purposes. Whenever the Landlord inspects the Water Tower for safety reasons or to insure that the Tenants covenants are being met, the Landlord shall be accompanied by the representative of the Tenant.

11. Co-Location. The Tenant understands that the Tenant will be co-locating on the Water Tower with another telecommunications provider as required by the Landlord's Tower Ordinance, if feasible, pursuant to the terms of the Landlord's Tower Ordinance.

12. Utilities. If permitted by the servicing electric utility, Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith. If not permitted to separately meter electricity, Tenant at its sole cost and expense, shall install an electric submeter at the Premises to measure Tenant's usage of electricity in connection with its Antenna Facilities. The parties acknowledge and agree that in the event of submetering, Landlord shall be billed by the servicing utility for all electricity used at the Premises by either Landlord or Tenant and that Tenant shall pay the estimated cost of electricity used by Tenant at the Premises to Landlord monthly in advance as a payment in addition to the Base Rent. Initially, Tenant's estimated cost of electricity shall be Six Hundred Dollars (\$600.00) per year payable in equal monthly installments of Fifty Dollars (\$50.00) each together with the payment of Rent. The parties shall read Tenant's submeter annually on the anniversary of the Commencement Date to determine Tenant's actual usage of electricity for the prior year. In the event that the actual cost of electricity used by Tenant exceeds the annual advance estimated payment made by Tenant for the prior year, Tenant shall pay the difference to Landlord within thirty (30) days. In the event that the actual cost of electricity used by Tenant is less than the total annual advance estimated payment made by Tenant, Tenant shall not be entitled to, and Landlord shall not be required to pay, the difference to Tenant. The annual cost of electricity shall be computed at the current public utility rate. After each annual reading of the submetered cost of Tenant's electricity usage, the estimated monthly installment payments made by Tenant in addition to its Rent shall be adjusted to an amount equal to one-twelfth (1/12th) of the annual electricity cost for the prior year.

13. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises as required by the Landlord's Tower Ordinance.

14. Testing; Approvals; Compliance with Laws.

a. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority including the Tower Ordinance. Tenant shall erect, maintain and operate its Antenna Facilities in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that may be issued hereafter by the Federal Communications Commission or any other governing bodies.

b. Tenant may conduct such tests and investigations on the Water Tower and the Premises as it deems necessary in order to determine if the Dome and the Premises are suitable for Tenant's use.

15. Interference.

a. Tenant's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with Landlord's operations or related repair and maintenance

activities or with such activities of other existing tenants. Tenant agrees to cease all such actions which materially interfere with Landlord's use of the Water Tower immediately upon actual notice of such interference, provided however, in such case, Tenant shall have the right to terminate the Lease without further liability, except for payments of amounts due at the time the Lease is terminated. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, upon written notice, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with its operations as may be necessary, including leasing parts of the Water Tower to others provided that such activities and additional tenants shall not disturb or interfere with Tenant's rights hereunder and Tenant's ability to operate its Antenna Facilities at all times, except that Tenant shall reasonably cooperate with any other prior or subsequent Tenants as required by the Landlord's Tower Ordinance, attached hereto as Exhibit "B".

b. Before approving the placement of Antenna Facilities, Tenant shall provide to Landlord, at Tenant's expense, an interference study indicating whether Tenant's intended use will interfere with any existing communications facilities on the Water Tower and an engineering study indicating whether the Dome is able to structurally support the Tenant's Antenna Facilities without prejudice to the Landlord's primary use of the Water Tower.

c. Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency of the Village of North Aurora requests a lease and/or permission to place any type of additional Antenna or transmission facility on the Water Tower, the procedures of Subsection d. below, shall govern to determine whether such Antenna or transmission facility will interfere with Tenant's transmission operations.

d. If Landlord receives any such request, Landlord shall submit or cause to be submitted, a proposal complete with all technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Tenant shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Tenant to the installation of the antenna or transmission facilities pursuant to said proposal. If Tenant gives notice of objection due to interference during such thirty (30) day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with such proposal unless Landlord modifies the proposal in a manner determined to Tenant's reasonable satisfaction, to substantially reduce the interference. In that case, Landlord may proceed with the proposal. A governmental unit of the Village of North Aurora may be allowed to place Antenna or other communications facilities on the Water Tower regardless of potential or actual interference with Tenant's use, provided however, if Tenant's use of the Premises is materially affected, Tenant may terminate the Lease.

e. Tenant's use of the Land and operation of its Antenna Facilities shall not interfere with the use and operation of other communication facilities on the Water Tower which pre-existed Tenant's Antenna Facilities. If Tenant's Antenna Facilities cause interference with preexisting Antenna Facilities, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease operating its facility until the interference has been eliminated. If the interference cannot be eliminated within ninety (90) days, Landlord may terminate this Lease. In all cases, the most recent Tenant Antenna Facilities shall be responsible for curing any interference caused by the installation and/or operation of its antenna or other telecommunication devices on the Water Tower.

16. **Default and Remedies.** In the event of a default that is not timely cured, Landlord may terminate this Lease upon written notice to the Tenant and/or exercise any other right it may have under this Lease or by operation of law.

a. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within thirty (30) days after written notice to Landlord; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within thirty (30) days after written notice from Landlord specifying the default complained of (provided that Tenant should be entitled to a reasonable extended period of time in the event Tenant has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days, provided Tenant continues to pay the current Rent when due); or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent.

b. In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (i) declare this Lease at an end, in which event Tenant shall immediately remove the Antenna Facilities (and proceed as set forth in paragraph 4(c)) and pay Landlord a sum of money equal to the total of (A) the amount of the unpaid rent accrued through the date of termination; (B) the amount by which the unpaid rent reserved for the balance of the then current term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and (C) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or (ii) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, for the balance of the then current term, notwithstanding that Landlord may have received rental

in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise.

c. No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations made by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

d. If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorney fees.

17. Cure of Defaults.

a. In the event of any default of this Lease by Tenant, the Landlord may at any time, after written notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses. The Tenant shall post a letter of credit within thirty (30) days of the execution of this Lease in a sufficient amount to cover the expense for removal of Antenna Facilities in the event of abandonment or termination (as defined in Section 6(r) and Section 7(c) of the Tower Ordinance) of this Lease Agreement by default or otherwise, in an amount of Twenty Thousand Dollars (\$20,000.00).

b. In the event of any default of this Lease by Landlord, Tenant may at any time, after notice, cure the default for the account of and at the expense of Landlord. If Tenant is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce Tenant's rights under this Agreement, the sums so paid by Tenant, with all interest, costs and damages may be deducted or offset by Tenant against the Base Rent payable on the first day of the month or months following the incurring of the respective expenses.

18. Optional Termination.

In addition to the termination rights set forth in other provisions of this Agreement, this Lease may be terminated upon written notice:

(a) by Tenant pursuant to Section 2 of this Lease, if Tenant is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the intended Antenna Facilities or Tenants' business prior to the Commencement Date with no further liability except as specified in Section 2 of this Lease; or

(b) by Tenant if, due to uncorrectable interference in technology which renders the Premises no longer usable or necessary in Tenant's business, and upon presentation of documented proof to the Landlord thereof, subject to the liquidated damages specified in Section 19 below.

(c) by Landlord if, it determines, in its sole discretion and for any reason, to discontinue use of and to dismantle the Water Tower, provided, that Tenant at its option shall be permitted to continue its occupancy and use of the Premises until not less than thirty (30) days prior to the scheduled demolition date of the Water Tower, unless the Tenant's continued use of the Premises would create a compelling health, safety or welfare issue; or

(d) by Landlord if, it determines that the Dome/Water Tower is structurally unsound due to the age of the structure, damage or destruction of all or part of the Water Tower from any source, or other factors relating to the safe condition of the Dome and/or Water Tower, or compelling health, safety or welfare reasons, provided that there are no alternative solutions, but to require the removal of the Antenna Facilities; or

(e) by either party, if Tenant loses its license to provide cellular service for any reason, including, but not limited to, non-renewal, expiration, or cancellation of its license, provided that termination by Tenant pursuant to this subsection shall be subject to liquidated damages as specified in Section 19 below.

Upon termination of this Lease for any reason, Tenant shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Premises on or before the date of termination, and shall repair any damage to the Premises caused by such equipment, normal wear and tear excepted; all at Tenant's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become the property of Landlord.

19. **Liquidated Damages; Termination.** Notice of termination pursuant to Section 18 shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All rentals paid for the Lease of the Premises prior to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other, except for termination by Tenant pursuant to Sections 18b and 18e in which case rental payments to the Landlord shall continue as liquidated damages for the remainder of the Lease term, not to exceed an amount equivalent to one year's rent.

20. **Alteration, Damage or Destruction.** If the Water Tower or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Antenna Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon providing thirty (30) days' notice to Landlord. In such event, Tenant shall promptly remove the Antenna Facilities from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, reasonable wear and tear. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. Landlord shall have no obligation to repair any damage to any portion of the Premises.

21. **Condemnation.** In the event the Premises are taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In event a portion of the Premises is taken by eminent domain, such that Tenant's Antenna Facilities may no longer be supported and operated, Tenant shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the Landlord. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking (except as set forth below) and the Landlord shall receive full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof based on the fee of the Premises. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of the diminution in value of Tenant's leasehold estate or any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

22. **Indemnity and Insurance.**

a. **Disclaimer of Liability.** Landlord shall not at any time be liable for injury or damage occurring to any person or property arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antenna Facilities, unless caused by the negligent and intentional acts or omissions of Landlord or its agents or employees.

b. **Tenant's Indemnification.** Unless caused by the negligent or intentional acts or omissions of Landlord or its agents or employees, Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against:

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by

or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Antenna Facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Antenna Facilities, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

iii. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Illinois or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.

iv. Tenant's obligation to indemnify indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are contributed to by the negligence of one or more indemnitees.

c. Assumption of Risk. Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of inherent dangerous conditions, if any, on or about the Premises, and, unless caused by the negligent and intentional acts or omissions of Landlord or its employees or agents, Tenant hereby agrees to indemnify and hold harmless the Indemnities against and from any claim asserted or liability imposed upon the Indemnities for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of the Tenant's installation, operation, maintenance, condition or use of the Premises or Tenant's Antenna Facilities or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. **Defense of Indemnities.** In the event any action or proceeding shall be brought against the Indemnities by reason of any matter for which the Indemnities are indemnified hereunder, Tenant shall, upon notice from any of the Indemnities, at Tenant's sole cost and expense, resist and defend the same with legal counsel selected by Tenant; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnities without the written consent of Landlord and provided further that Indemnities shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. **Notice, Cooperation and Expenses.** Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

If Tenant requests Landlord to assist it in such defense then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Landlord's Indemnification.** Unless caused by the negligent or intentional acts or omissions of Tenant or its agents or employees, Landlord shall at its sole cost and expense, indemnify, defend and hold harmless Tenant and all of its shareholders, directors, officers, agents, employees and affiliates (the "Tenant Indemnities") from and against any and all claims, demands, costs, expenses or liabilities (including, but not limited to, reasonable attorney fees and expenses of attorneys, expert witnesses and consultants) incurred by Tenant or relating to or arising out of Landlord's ownership of the Premises, Landlord's breach of this Lease or the negligent and intentional acts or omissions of Landlord, its employees and agents. Landlord shall be obligated to indemnify and defend the Tenant Indemnities to the same extent as set forth in subsections d. and e. above, with respect to Tenant.

g. **Insurance.** During the term of the Lease, Tenant shall (unless optional as set forth below) maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum One Hundred Thousand Dollars (\$100,000) for each accident.
- ii. Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- iii. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit occurrence for bodily injury, and property damage;
- iv. At the start of and during the period of any construction, builders all risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- v. At Tenant's option, Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Antenna Facilities which is damaged and caused the loss of revenue.
- vi. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.
- vii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

h. **Named Insureds.** All policies, except for business interruption and worker's compensation policies, shall specifically name Landlord, including generally all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

i. **Evidence of Insurance.** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, along with written evidence of payment of required premiums shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

j. **Cancellation of Policies of Insurance.** All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least thirty (30) days prior written notice shall be given to Landlord by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this paragraph of the Lease."

k. **Insurance Companies.** All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Illinois or surplus line carriers on the State of Illinois Insurance Commissioner's approved list of companies qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company, or the highest available rating.

l. **Deductibles.** All insurance policies may be written with deductibles, not to exceed \$50,000 unless approved in advance by Landlord. Tenant agrees to indemnify and save harmless Landlord, the Indemnities and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Lease.

m. **Contractors.** Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverages of the

type which Tenant is required to obtain under the terms of this paragraph with appropriate limits of insurance.

n. **Review of Limits.** At Landlord's option, no more than twice during each term of this Lease, the parties shall mutually and in good faith review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified, and the parties shall mutually agree upon the additional limits of insurance to be provided at the Tenant's sole cost and expense. If the parties are unable to reach an agreement on the modification of the limits of the insurance, the parties shall mutually agree upon a person in the insurance industry within thirty (30) days from the written request of either party to determine what are the standard limits for insurance of the type specified in substantially similar circumstances.

23. **Hazardous Substance Indemnification.** Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substance. Landlord represents that it has no knowledge of the existence of any hazardous substance on, in, or under the Premises. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance caused by Tenant or its employees or agents and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. Landlord agrees to hold the Tenant harmless from and indemnify and defend the Tenant Indemnitees against any release of hazardous substances and any damage, loss, liability or expense (to the same extent set forth in the general indemnify and defense provisions of Section 22f, above), including but not limited to reasonable attorney's fees, incurred as a result thereof, except to the extent caused by the negligent or intentional acts or omissions of Tenant or its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

24. **Holding Over.** Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and one-half (1.5) times the Base Rent herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

25. **Subordination to Mortgage.** Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of the Tenant under this Lease. Tenant shall subordinate all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at

Landlord's request, execute any additional documents necessary to indicate this subordination, provided that such documents contain reasonable non-disturbance provisions.

26. **Acceptance of Premises.** Landlord represents that the Water Tower and the Premises are in compliance with all applicable federal, state and local building, environmental and other applicable statutes, laws, regulations, codes and orders. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Except as set forth in this Section, Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

27. **Estoppel Certificate.** Tenant shall, at any time and from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease (or if a default exists, specifying the nature of the default); and (d) such other matters as Landlord may reasonably request.

28. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to:

Village Administrator
Village of North Aurora
25 E. State Street
North Aurora, Illinois 60542

With a copy to:

Kevin G. Drendel
Drendel Tatnall
A Professional Corporation
P.O. Box 1808
Batavia, Illinois 60510-6808

If to Tenant, to:

With a copy to:

29. **Assignment.**

a. Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord at any time, except to an affiliate or successor of interest, but such assignment or sublease shall be effective as to Landlord until written consent thereof is provided from Landlord.

b. Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity which may be in competition with Tenant, or any other party.

30. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

31. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

32. Taxes.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Antenna Facilities, if any, which become due and payable during the term of this Lease improvements on the Leased Premises, or Tenant's leasehold interest in the Leased Premises. All such payments shall be made, and evidence of all such payments shall be provided Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

33. Cooperation.

a. Landlord agrees to cooperate with Tenant in any efforts by Tenant to secure any governmental permits necessary to use the Leased Premises as contemplated in this Lease, and

to join in any application or other document reasonably requested by Tenant within ten (10) days of Tenant's written request.

b. Each party shall provide to the other party a telephone number which will be answered by a representative of such party twenty-four (24) hours a day for use only in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.

34. Entire Understanding / No Oral Modification. All prior understandings and agreements between the parties are merged into this Lease, and this Lease may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

35. Miscellaneous Documentation.

a. Landlord agrees to furnish Tenant with certified copy of Landlord's resolutions authorizing execution of this Lease.

b. Landlord acknowledges receipt from Tenant of an Affidavit regarding delinquent taxes in the form attached as Exhibit "E" in compliance with Section 11-42.1-1 of the Illinois Municipal Code.

36. Lease Memorandum. Simultaneous with the execution of this Lease, the parties have executed a Memorandum of Lease. Tenant may record the Memorandum of Lease. If Tenant's survey requires a correction to the legal description rider attached to the Memorandum of Lease, the parties shall execute an Addendum to Lease Agreement.

37. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Illinois.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. The parties shall execute and Tenant shall record a memorandum of this Lease which shall contain the initial term, Tenant's renewal options and such other basic provisions as Tenant may reasonably request.

f. All terms herein are subject to the Local Governmental and Governmental Employee's Tort Immunity Act, 745 ILCS 10-1-101 et. seq.

This Lease was executed as of the date first set forth above.



LANDLORD:

VILLAGE OF NORTH AURORA

By: Mark R. [Signature]
Its Mayor

By: Barbara Erickson
Its Clerk

TENANT:

James D. Meyers [Signature]

By: James G. Meyers

Title: Area Manager

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**Amendment No. 1
to PCS Site Agreement**

Site Name: N. Aurora

Site ID: 605A

This is an Amendment No. 1 to the PCS Site Agreement ("Agreement") by and between Village of North Aurora ("Owners") and SprintCom, Inc., a Kansas corporation ("SprintCom"), dated August 27, 1997. Should any term or obligation under Agreement be contrary, this Amendment No. 1 shall prevail.

1. Any and all references throughout the Agreement to the Dome shall be construed to mean the six (6) panel antenna on the Dome of the water tower and the three (3) panel antenna on the base of the water tower.
2. SprintCom shall have the right to erect a temporary structure for the antennas, to be located on Owners property, should Landlord raise the height of the water tower pursuant to paragraph 9(e) of the Agreement.

SPRINTCOM, INC.
a Kansas corporation

By: James G. Meyers

Name: James G. Meyers

Title: Area Manager

OWNERS

By: Mark Ruby

Its: Village President

EXHIBIT "A"

LEGAL DESCRIPTION OF OWNED PREMISES

EXHIBIT "A"

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4-38-8 OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 4 175.02 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID WEST LINE, 207.58 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 100.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 200.00 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE COMMONWEALTH EDISON COMPANY PROPERTY; THENCE NORTHWESTERLY 100.29 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

EXHIBIT "B"

THE VILLAGE TOWER ORDINANCE
(SEE ATTACHED PAGES)

Memorandum

To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: May 17, 2018

Re: Award 2018 Street Maintenance Program.

On May 17, 2018 the Village received bids for the 2018 Street Maintenance Program. The low bidder for this project was Builders Asphalt from Hillside, Illinois in the amount of **\$2,508,000**. Attached to this memorandum is the Rempe-Sharpe letter recommending the award of the bid to Builders Asphalt. Builders Asphalt has successfully completed projects in the Village of North Aurora in the past and staff support the Rempe-Sharpe recommendation.

This project includes street maintenance and small infrastructure projects. A summary of the bid results are compiled in the below tables. Table 1 displays the cost of each street segment.

Table 1. Street Maintenance Project Costs

	<u>Street Segment</u>	<u>Awarded Value</u>
1	Oak Street	\$354,480.82
2	S. White Oak Dr/Stevens	\$505,849.31
3	N. White Oak Drive Wilkinson	\$234,637.87
4	Mooseheart / Benson	\$138,061.04
5	Patterson / Martinson	\$148,997.87
6	Patterson / Wilkinson	\$186,573.96
7	Wilkinson / Carlson	\$137,712.62
8	Juniper	\$152,514.22
9	Dogwood / Dogwood Court	\$107,772.18
10	Sidewalk Replacement Program	\$27,400.12
Total Road Program Cost		\$1,994,000.00

These streets were selected based on the data received from the Pavement Condition Index Study coupled with evaluation performed by staff and our consulting

engineers. After the winter season the distresses in the pavement become more apparent. This year during the design it was observed that the pavement on Deerpath at the intersection of Deerpath and Orchard Gateway is in significant disrepair. This pavement needs immediate attention and staff would like to include the patching of the area in this contract. It is estimated that the cost of patching is approximately \$15,000.

Table 2 below displays the costs of the projects for the infrastructure projects. Monroe Street Alley* has been removed from the program because the Village is pursuing a Kane County Development Fund grant. The project will be let after the Village is notified about the grant. The Marvo-John Parking Lot** project is evaluating several design modifications and currently working with Fox Metro and the Fox Valley Park District. The Wildwood Drainage Improvement*** is undergoing cost benefit analysis and staff is looking for alternate solutions that could more cost effectively address the drainage concern.

Table 2. Infrastructure Projects Costs

	<u>Project</u>	<u>Awarded Value</u>
1	Monroe Street Alley*	\$0.00
2	Marvo-John Parking Lot**	\$337,052.63
3	Wildwood Drainage Improvement***	\$38,806.82
4	Juniper Drainage Improvement	\$41,004.92
5	Garage 31 (west side of Lincolnway) Storm & Sidewalk Improvement	\$18,905.26
6	Lincolnway Sidewalk (east side) from north village boundary south	\$78,230.37
Total Road Program Cost		\$514,000.00

These projects have been funded in the fiscal year 2017-2018 and fiscal year 2018-2019 from the Capital Projects Fund and Tax Increment Finance Fund.



REMPE-SHARPE

& Associates, Inc.

Principals

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

B. Aderman P.E.
B. Bennett P.E. CFM
N. Dornfeld P.E.
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

May 16, 2018

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

Attn: Steve Bosco

Re: 2018 Street and Infrastructure Improvements

File: NA-600 & NA-602

Dear Mr. Bosco,

In accordance with the Advertisement for Bids, the Village of North Aurora opened bids for the 2018 Street and Infrastructure Improvements Project on Wednesday, May 16, 2018.

The proposed improvements consist of street resurfacing of Oak Street, White Oak Drive, White Oak Court, Spring Court, Whitney Court, Stevens Court, Mooseheart Road, Benson Court, Martinson Court, Patterson Avenue, Cromwell Street, Wilkinson Lane, Gardner Court, Carlson Court, Juniper Drive, Dogwood Drive, Dogwood Court and the Sidewalk Program. The proposed improvements also include infrastructure improvements at Wildwood Drive, Juniper Drive, Marvo Street, proposed parking lot, North Lincoln Way and South Lincoln Way. The work to be performed under the Contract consists of storm sewer construction, water service and fire hydrant construction, underdrain construction, HMA surface removal, earth excavation, tree removal, subgrade construction, aggregate base construction, aggregate shoulders, HMA pavement, PCC Curb and gutter, PCC sidewalk, PCC driveways, pavement marking and parkway restoration at locations shown on the Plans in the Village of North Aurora.

Six (6) contractors purchased plans and specifications for the project. Bids were submitted by three (3) contractors. The bids were as follows:

<u>BIDDER</u>	<u>STREET SUBTOTAL</u>	<u>INFRASTRUCTUE SUBTOTAL</u>	<u>TOTAL</u>
Builders Paving, Hillside, IL	\$1,994,000.00	\$514,000.00	\$2,508,000.00
Geneva Construction Co., Aurora, IL	\$2,137,737.66	\$477,297.66	\$2,615,017.32
A Lamp Concrete Contractors, Schaumburg, IL	\$2,939,327.05	\$679,033.31	\$3,618,360.36
Engineer's Estimate	\$2,716,920.00	\$600,531.50	\$3,317,451.50

Village of North Aurora
Attn: Steve Bosco

2018 Street and Infrastructure Improvements
May 16, 2018
Page 2 of 2

The attached Bid Tabulation gives an itemized cost for all of the bids. The low bidder, Builders Paving, LLC of Hillside, Illinois, total bid was \$809,451.50, or 24.4%, lower than the Engineer's Estimate of \$3,317,451.50.

The Engineer has worked with the Contractor, Builders Paving, LLC, on similar projects in the past. The contractor performed the work in accordance with the contract documents and completed the projects on time.

Therefore, Rempe-Sharpe & Associates, Inc. recommends that the Village of North Aurora award the Project, in the amount of Two Million, Five Hundred Eight Thousand Dollars and No Cents (\$2,508,000.00) to Builders Paving, LLC Hillside, Illinois.

Enclosed, please find three (3) copies of the Notice of Award for the 2018 Street and Infrastructure Improvements Project. Upon the Village's approval, please sign and date all three (3) copies of the Notice of Award. Send one signed copy to the Contractor, Builders Paving, LLC, return one signed copy to Rempe-Sharpe & Associates, Inc., and retain one signed copy for the Village's files. Our office will arrange for a pre-construction meeting with Builders Paving, LLC after the Notice of Award is signed.

If there are any questions, please feel free to contact the undersigned.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.
BY:



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

Enclosure

P.C. Cindy Torracco, Village of North Aurora
John Laskowski, Village of North Aurora
Paul Young, Village of North Aurora
Bill Hanna, Village of North Aurora

NOTICE OF AWARD

Dated _____, 2018

TO: BUILDERS PAVING, LLC

ADDRESS: 4413 ROOSEVELT ROAD, SUITE 108

HILLSIDE, ILLINOIS 60162

(847) 419-9000

PROJECT: 2018 STREET AND INFRASTRUCTURE IMPROVEMENTS

The proposed improvements consist of street resurfacing of Oak Street, White Oak Drive, White Oak Court, Spring Court, Whitney Court, Stevens Court, Mooseheart Road, Benson Court, Martinson Court, Patterson Avenue, Cromwell Street, Wilkinson Lane, Gardner Court, Carlson Court, Juniper Drive, Dogwood Drive, Dogwood Court and the Sidewalk Program. The proposed improvements also include infrastructure improvements at Wildwood Drive, Juniper Drive, Marvo Street, proposed parking lot, North Lincoln Way and South Lincoln Way. The work to be performed under the Contract consists of storm sewer construction, water service and fire hydrant construction, underdrain construction, HMA surface removal, earth excavation, tree removal, subgrade construction, aggregate base construction, aggregate shoulders, HMA pavement, PCC Curb and gutter, PCC sidewalk, PCC driveways, pavement marking and parkway restoration at locations shown on the Plans in the Village of North Aurora.

You are notified that your Bid dated MAY 16, 2018 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for 2018 STREET AND INFRASTRUCTURE IMPROVEMENTS

The Contract Price of your contract is TWO MILLION, FIVE HUNDRED EIGHT THOUSAND DOLLARS AND NO CENTS (\$2,508,000.00).

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award.

1. You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents.

2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 17), General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1).

3. (List other conditions precedent).

ADDENDUM NO. 1

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your bid security forfeited.

Within ten days after you comply with these conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

VILLAGE OF NORTH AURORA

By: _____
(AUTHORIZED SIGNATURE)

Title: _____ PRESIDENT

Copy to ENGINEER

BID TABULATION
2018 STREET AND INFRASTRUCTURE IMPROVEMENTS
VILLAGE OF NORTH AURORA

				ENGINEER'S ESTIMATE		BUILDERS PAVING LLC HILLSIDE, IL		GENEVA CONSTRUCTION AURORA, IL		ALAMP CONCRETE SCHAUMBURG, IL	
NO.	DESCRIPTION	TOTAL UNITS	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2018 STREET IMPROVEMENTS											
1	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$52,993.19	\$52,993.19	\$80,000.00	\$80,000.00	\$155,000.00	\$155,000.00
2	Traffic Control and Protection	1	LS	\$20,000.00	\$20,000.00	\$11,000.00	\$11,000.00	\$18,000.00	\$18,000.00	\$75,000.00	\$75,000.00
3	Uncontaminated Soil Certification	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$5,200.00	\$5,200.00	\$15,000.00	\$15,000.00
4	Removal and Disposal of Unsuitable Material	691	CY	\$25.00	\$17,275.00	\$40.00	\$27,640.00	\$25.00	\$17,275.00	\$15.00	\$10,365.00
5	Porous Granular Embankment Subgrade	691	CY	\$30.00	\$20,730.00	\$40.00	\$27,640.00	\$25.00	\$17,275.00	\$15.00	\$10,365.00
6	Geotechnical Fabric for Ground Stabilization, 8 oz.	2,060	SY	\$2.00	\$4,120.00	\$2.00	\$4,120.00	\$1.50	\$3,090.00	\$2.00	\$4,120.00
7	Class D Patch, 6", Binder, N50	16,670	SY	\$50.00	\$833,500.00	\$20.00	\$333,400.00	\$26.00	\$433,420.00	\$42.00	\$700,140.00
8	Class D Patch, 10", Binder N50	360	SY	\$70.00	\$25,200.00	\$63.00	\$22,680.00	\$48.20	\$17,352.00	\$80.00	\$28,800.00
9	Inlet and Pipe Protection	102	EA	\$125.00	\$12,750.00	\$99.00	\$10,098.00	\$50.00	\$5,100.00	\$15.00	\$1,530.00
10	Topsoil Furnish and Place, 6"	2,695	SY	\$5.00	\$13,475.00	\$6.45	\$17,382.75	\$5.05	\$13,609.75	\$2.00	\$5,390.00
11	Seeding Class 1, with Fertilizers	2,695	SY	\$1.50	\$4,042.50	\$1.57	\$4,231.15	\$1.25	\$3,368.75	\$2.00	\$5,390.00
12	Erosion Control Blanket	2,690	SY	\$2.50	\$6,725.00	\$1.87	\$5,030.30	\$1.65	\$4,438.50	\$1.00	\$2,690.00
13	Aggregate Shoulder, 6", 2' Wide	125	TN	\$36.00	\$4,500.00	\$45.00	\$5,625.00	\$39.00	\$4,875.00	\$40.00	\$5,000.00
14	Aggregate Base Course, Type B, 6"(HMA Driveways & Oak Widening)	283	SY	\$8.00	\$2,264.00	\$8.50	\$2,405.50	\$8.25	\$2,334.75	\$10.00	\$2,830.00
15	Aggregate Base Course, Type B, 4" (PCC Driveways)	5	SY	\$6.00	\$30.00	\$3.75	\$18.75	\$5.65	\$28.25	\$10.00	\$50.00
16	Earth Excavation	230	CY	\$30.00	\$6,900.00	\$35.00	\$8,050.00	\$34.00	\$7,820.00	\$45.00	\$10,350.00
17	Preparation of Base	48,555	SY	\$1.00	\$48,555.00	\$0.25	\$12,138.75	\$0.35	\$16,994.25	\$1.00	\$48,555.00
18	Aggregate for Base Repair	617	TN	\$25.00	\$15,425.00	\$18.00	\$11,106.00	\$10.00	\$6,170.00	\$30.00	\$18,510.00
19	Bituminous Materials (Prime Coat) Includes Aggregate as Required	12,165	GL	\$1.00	\$12,165.00	\$0.01	\$121.65	\$0.01	\$121.65	\$0.01	\$121.65
20	Bituminous Materials (Tack Coat) Includes Aggregate as Required	18,565	GL	\$1.00	\$18,565.00	\$0.01	\$185.65	\$0.01	\$185.65	\$0.01	\$185.65
21	HMA Binder Course, IL-19.0, N-50, .2" ,(3" on Oak Street)	7,535	TN	\$62.00	\$467,170.00	\$56.00	\$421,960.00	\$57.50	\$433,262.50	\$75.00	\$565,125.00
22	HMA Surface Course, Mix D, N-50, 2"	7,150	TN	\$66.00	\$471,900.00	\$60.00	\$429,000.00	\$62.00	\$443,300.00	\$78.00	\$557,700.00
23	HMA Surface Course, Mix D, N-50, 4" (Driveways)	91	TN	\$65.00	\$5,915.00	\$160.00	\$14,560.00	\$140.00	\$12,740.00	\$95.00	\$8,645.00
24	Strip Reflective Crack Control Treatment, System B, 18"	7,600	LF	\$3.00	\$22,800.00	\$2.50	\$19,000.00	\$2.25	\$17,100.00	\$3.00	\$22,800.00
25	PCC Driveway Pavement, 6" (with 6x6 WWF)	65	SY	\$90.00	\$5,850.00	\$68.00	\$4,420.00	\$62.00	\$4,030.00	\$75.00	\$4,875.00
26	PCC Sidewalk, 5", (6" at Driveways)	13,483	SF	\$6.00	\$80,898.00	\$5.65	\$76,178.95	\$5.90	\$79,549.70	\$6.50	\$87,639.50
27	Detectable Warnings	1,010	SF	\$25.00	\$25,250.00	\$25.00	\$25,250.00	\$23.00	\$23,230.00	\$25.00	\$25,250.00
28	Comb. PCC Curb and Gutter, TY B6.12, Reinf., 4" Base	3,575	LF	\$25.00	\$89,375.00	\$24.00	\$85,800.00	\$24.75	\$88,481.25	\$22.00	\$78,650.00
29	Comb. PCC Curb and Gutter, TY M3.12, Reinf., 4" Base	719	LF	\$25.00	\$17,975.00	\$23.00	\$16,537.00	\$24.00	\$17,256.00	\$21.00	\$15,099.00
30	Comb. PCC Curb and Gutter, TY B6.24, Reinf., 4" Base	80	LF	\$32.00	\$2,560.00	\$36.00	\$2,880.00	\$39.00	\$3,120.00	\$35.00	\$2,800.00
31	Corrugated PCC Median	40	SF	\$30.00	\$1,200.00	\$15.00	\$600.00	\$12.00	\$480.00	\$7.50	\$300.00
32	HMA Surface Removal, 2" (Oak Street Shoulders)	2,160	SY	\$3.00	\$6,480.00	\$3.40	\$7,344.00	\$2.25	\$4,860.00	\$2.75	\$5,940.00
33	HMA Surface Removal, 4"	48,555	SY	\$4.00	\$194,220.00	\$2.90	\$140,809.50	\$3.30	\$160,231.50	\$5.50	\$267,052.50
34	HMA Surface Removal, 5" (Oak Street)	10,880	SY	\$5.00	\$54,400.00	\$3.90	\$42,432.00	\$4.00	\$43,520.00	\$6.50	\$70,720.00
35	HMA Pavement Removal, 10"	5	SY	\$18.00	\$90.00	\$50.00	\$250.00	\$45.00	\$225.00	\$100.00	\$500.00
36	Brick Driveway, Remove and Replace	14	SY	\$90.00	\$1,260.00	\$101.00	\$1,414.00	\$72.00	\$1,008.00	\$200.00	\$2,800.00
37	HMA Surface Removal, Butt Joint	963	SY	\$6.00	\$5,778.00	\$5.00	\$4,815.00	\$6.50	\$6,259.50	\$10.00	\$9,630.00
38	Driveway Pavement Removal	448	SY	\$12.00	\$5,376.00	\$17.00	\$7,616.00	\$8.00	\$3,584.00	\$10.00	\$4,480.00
39	Curb and Gutter Removal	4,374	LF	\$6.00	\$26,244.00	\$5.00	\$21,870.00	\$6.25	\$27,337.50	\$5.00	\$21,870.00
40	Sidewalk Removal	14,392	SF	\$1.50	\$21,588.00	\$1.15	\$16,550.80	\$1.10	\$15,831.20	\$1.50	\$21,588.00
41	Manhole to be Adjusted	110	EA	\$400.00	\$44,000.00	\$385.55	\$42,410.50	\$400.00	\$44,000.00	\$150.00	\$16,500.00
42	New Frame and Grate, TY 1	2	EA	\$800.00	\$1,600.00	\$265.00	\$530.00	\$400.00	\$800.00	\$350.00	\$700.00
43	New Frame and Grate, TY 11	1	EA	\$800.00	\$800.00	\$390.00	\$390.00	\$400.00	\$400.00	\$450.00	\$450.00
44	New Frame and Grate, TY 31	3	EA	\$800.00	\$2,400.00	\$355.00	\$1,065.00	\$500.00	\$1,500.00	\$550.00	\$1,650.00
45	Valve Box to be Adjusted	5	EA	\$325.00	\$1,625.00	\$262.00	\$1,310.00	\$275.00	\$1,375.00	\$250.00	\$1,250.00
46	Sanitary Manhole to be Adjusted	8	EA	\$850.00	\$6,800.00	\$860.50	\$6,884.00	\$900.00	\$7,200.00	\$450.00	\$3,600.00
47	Thermoplastic Pavement Marking, Letters and Symbols	672	SF	\$4.00	\$2,688.00	\$4.50	\$3,024.00	\$4.50	\$3,024.00	\$4.95	\$3,326.40
48	Thermoplastic Pavement Marking Line, 4"	10,610	LF	\$0.75	\$7,957.50	\$0.52	\$5,517.20	\$0.52	\$5,517.20	\$0.57	\$6,047.70
49	Thermoplastic Pavement Marking Line, 6 "	4,427	LF	\$1.00	\$4,427.00	\$0.98	\$4,338.46	\$0.98	\$4,338.46	\$1.10	\$4,869.70
50	Thermoplastic Pavement Marking Line, 12"	2,546	LF	\$2.00	\$5,092.00	\$2.20	\$5,601.20	\$2.20	\$5,601.20	\$2.45	\$6,237.70
51	Thermoplastic Pavement Marking Line, 24"	615	LF	\$4.00	\$2,460.00	\$4.50	\$2,767.50	\$4.50	\$2,767.50	\$4.95	\$3,044.25
52	Poly-Urea Paint, Yellow (Oak Street)	700	SF	\$5.00	\$3,500.00	\$4.00	\$2,800.00	\$4.00	\$2,800.00	\$4.40	\$3,080.00
53	Short Term Pavement Marking (Tape)	2,000	LF	\$1.00	\$2,000.00	\$4.00	\$8,000.00	\$1.00	\$2,000.00	\$1.25	\$2,500.00
54	Pipe Underdrain, 6" Perforated with Sock	260	LF	\$40.00	\$10,400.00	\$26.32	\$6,843.20	\$17.00	\$4,420.00	\$30.00	\$7,800.00
55	Trench Backfill, CA-1	50	CY	\$35.00	\$1,750.00	\$49.90	\$2,495.00	\$120.00	\$6,000.00	\$45.00	\$2,250.00
56	Geotechnical Fabric for Ground Stabilization, 8 oz (Underdrain)	290	SY	\$3.00	\$870.00	\$3.00	\$870.00	\$5.00	\$1,450.00	\$1.50	\$435.00
57	Detector Loop, Remove and Replace	40	LF	\$25.00	\$1,000.00	\$50.00	\$2,000.00	\$61.99	\$2,479.60	\$68.25	\$2,730.00
SUBTOTAL STREET				\$2,716,920.00		\$1,994,000.00		\$2,137,737.66		\$2,939,327.05	
2018 INFRASTRUCTURE IMPROVEMENTS											
NO.	DESCRIPTION	TOTAL UNITS	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
58	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$16,638.10	\$16,638.10	\$8,500.00	\$8,500.00	\$53,000.00	\$53,000.00
59	Traffic Control and Protection	1	LS	\$20,000.00	\$20,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$50,000.00	\$50,000.00
60	Uncontaminated Soil Certification	1	LS	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
61	Earth Excavation	1,646	CY	\$35.00	\$57,610.00	\$35.00	\$57,610.00	\$30.00	\$49,380.00	\$40.00	\$65,840.00
62	Geotechnical Fabric for Ground Stabilization, 8 oz. (Undercut)	420	SY	\$2.00	\$840.00	\$2.00	\$840.00	\$1.50	\$630.00	\$1.50	\$630.00
63	Class D Patch, 6", N50	75	SY	\$50.00	\$3,750.00	\$55.00	\$4,125.00	\$60.00	\$4,500.00	\$45.00	\$3,375.00
64	Inlet and Pipe Protection	13	EA	\$125.00	\$1,625.00	\$99.00	\$1,287.00	\$50.00	\$650.00	\$15.00	\$195.00
65	Erosion Control Barrier (Silt Fence)	385	LF	\$5.00	\$1,925.00	\$5.00	\$1,925.00	\$3.00	\$1,155.00	\$1.00	\$385.00

66	Tree Removal	508	IN	\$10.00	\$5,080.00	\$15.00	\$7,620.00	\$18.25	\$9,271.00	\$20.00	\$10,160.00
67	Clearing and Grubbing	750	SY	\$12.00	\$9,000.00	\$1.80	\$1,350.00	\$2.70	\$2,025.00	\$0.25	\$187.50
68	Root Pruning	17	EA	\$50.00	\$850.00	\$70.00	\$1,190.00	\$100.00	\$1,700.00	\$15.00	\$255.00
69	Topsoil Furnish and Place, 6"	3,400	SY	\$5.00	\$17,000.00	\$6.45	\$21,930.00	\$5.05	\$17,170.00	\$2.00	\$6,800.00
70	Seeding Class 1, with Fertilizers	3,400	SY	\$1.50	\$5,100.00	\$1.57	\$5,338.00	\$1.25	\$4,250.00	\$2.00	\$6,800.00
71	Erosion Control Blanket	3,400	SY	\$2.50	\$8,500.00	\$1.87	\$6,358.00	\$1.65	\$5,610.00	\$1.00	\$3,400.00
72	Mulch, 4"	250	SY	\$6.00	\$1,500.00	\$8.75	\$2,187.50	\$7.25	\$1,812.50	\$6.00	\$1,500.00
73	Aggregate Base Course, TY B, 12" (Marvo)	1,880	SY	\$18.00	\$33,840.00	\$12.25	\$23,030.00	\$11.00	\$20,680.00	\$13.50	\$25,380.00
74	Aggregate Base Course, Type B, 6" (HMA Driveways)	180	SY	\$8.00	\$1,440.00	\$8.50	\$1,530.00	\$5.55	\$999.00	\$7.50	\$1,350.00
75	Aggregate Base Course, TY B, 4"	983	SY	\$6.00	\$5,898.00	\$3.75	\$3,686.25	\$4.50	\$4,423.50	\$6.00	\$5,898.00
76	Bituminous Materials (Prime Coat), Includes Aggregate as Required	415	GL	\$1.00	\$415.00	\$3.00	\$1,245.00	\$0.01	\$4.15	\$0.01	\$4.15
77	Bituminous Materials (Tack Coat), Includes Aggregate as Required	166	GL	\$1.00	\$166.00	\$3.00	\$498.00	\$0.01	\$1.66	\$0.01	\$1.66
78	HMA Binder Course, IL-19.0, N-50, 2"	192	TN	\$62.00	\$11,904.00	\$76.50	\$14,688.00	\$71.00	\$13,632.00	\$90.00	\$17,280.00
79	HMA Surface Course, Mix D, N-50, 2"	192	TN	\$66.00	\$12,672.00	\$79.50	\$15,264.00	\$72.00	\$13,824.00	\$95.00	\$18,240.00
80	HMA Surface Course, Mix D, N-50, 4" (Driveways)	105	TN	\$70.00	\$7,350.00	\$160.00	\$16,800.00	\$140.00	\$14,700.00	\$95.00	\$9,975.00
81	PCC Driveway Pavement, 6" (with 6x6 WWF)	154	SY	\$90.00	\$13,860.00	\$68.00	\$10,472.00	\$62.00	\$9,548.00	\$75.00	\$11,550.00
82	PCC Sidewalk, 5" (6" at Driveways)	6,640	SF	\$6.00	\$39,840.00	\$5.65	\$37,516.00	\$6.00	\$39,840.00	\$6.50	\$43,160.00
83	PCC Sidewalk, 6" (Garage 31)	580	SF	\$7.00	\$4,060.00	\$6.25	\$3,625.00	\$9.00	\$5,220.00	\$7.50	\$4,350.00
84	Detectable Warnings	80	SF	\$25.00	\$2,000.00	\$25.00	\$2,000.00	\$22.00	\$1,760.00	\$25.00	\$2,000.00
85	Concrete Wheel Stop	23	EA	\$50.00	\$1,150.00	\$90.00	\$2,070.00	\$75.00	\$1,725.00	\$150.00	\$3,450.00
86	Comb. PCC Curb and Gutter, TY B6.12, Reinf., 4" Base	830	LF	\$25.00	\$20,750.00	\$24.00	\$19,920.00	\$24.00	\$19,920.00	\$22.00	\$18,260.00
87	Comb. PCC Curb and Gutter, TY M3.12, Reinf., 4" Base	200	LF	\$25.00	\$5,000.00	\$23.00	\$4,600.00	\$24.00	\$4,800.00	\$21.00	\$4,200.00
88	HMA Surface Removal, 4"	310	SY	\$4.00	\$1,240.00	\$8.00	\$2,480.00	\$8.00	\$2,480.00	\$6.00	\$1,860.00
89	HMA Surface Removal, Butt Joint	34	SY	\$6.00	\$204.00	\$5.00	\$170.00	\$9.00	\$306.00	\$10.00	\$340.00
90	Driveway Pavement Removal	673	SY	\$12.00	\$8,076.00	\$17.00	\$11,441.00	\$10.00	\$6,730.00	\$11.00	\$7,403.00
91	Curb and Gutter Removal	330	LF	\$6.00	\$1,980.00	\$5.25	\$1,732.50	\$7.50	\$2,475.00	\$5.00	\$1,650.00
91	Sidewalk Removal	6,885	SF	\$1.50	\$10,327.50	\$1.15	\$7,917.75	\$1.10	\$7,573.50	\$2.00	\$13,770.00
93	Manhole to be Adjusted	7	EA	\$400.00	\$2,800.00	\$385.55	\$2,698.85	\$400.00	\$2,800.00	\$350.00	\$2,450.00
94	Valve Box to be Adjusted	1	EA	\$325.00	\$325.00	\$262.00	\$262.00	\$275.00	\$275.00	\$250.00	\$250.00
95	Sanitary Manhole to be Adjusted	3	EA	\$850.00	\$2,550.00	\$860.50	\$2,581.50	\$900.00	\$2,700.00	\$450.00	\$1,350.00
96	Paint Pavement Marking, 4"	20	LF	\$4.00	\$80.00	\$3.00	\$60.00	\$3.00	\$60.00	\$3.30	\$66.00
97	Thermoplastic Pavement Marking, Letters and Symbols	100	SF	\$4.00	\$400.00	\$4.50	\$450.00	\$4.50	\$450.00	\$5.00	\$500.00
98	Thermoplastic Pavement Marking Line, 4"	490	LF	\$1.00	\$490.00	\$0.52	\$254.80	\$0.52	\$254.80	\$0.60	\$294.00
99	Connection to Existing 4" Sump Service	6	EA	\$100.00	\$600.00	\$87.35	\$524.10	\$800.00	\$4,800.00	\$750.00	\$4,500.00
100	Connection to Existing Storm Structure / Sewer	4	EA	\$300.00	\$1,200.00	\$330.00	\$1,320.00	\$1,100.00	\$4,400.00	\$1,200.00	\$4,800.00
101	Storm Sewer Removal	26	LF	\$5.00	\$130.00	\$11.85	\$308.10	\$19.00	\$494.00	\$1.00	\$26.00
102	Storm Sewer RCP, CL IV, 12"	320	LF	\$45.00	\$14,400.00	\$61.00	\$19,520.00	\$57.40	\$18,368.00	\$90.00	\$28,800.00
103	Storm Sewer ADS-N12, 8", Perforated with Sock	360	LF	\$45.00	\$16,200.00	\$32.60	\$11,736.00	\$47.48	\$17,092.80	\$50.00	\$18,000.00
104	Inlet Type A, 2' Dia, with 4" TY 1 Frame and Convex Grate	4	EA	\$2,000.00	\$8,000.00	\$1,090.00	\$4,360.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00
105	Inlet Type A, 2' Dia, with TY 1 Frame and Grate	1	EA	\$2,000.00	\$2,000.00	\$1,090.00	\$1,090.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
106	Inlet Type B, 3' Dia, with 4" TY 1 Frame & Convex Grate	1	EA	\$2,500.00	\$2,500.00	\$1,475.00	\$1,475.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
107	Rip Rap, RR-3, Geo-Tech Fabric	10	SY	\$20.00	\$200.00	\$52.50	\$525.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
108	Inlet to be Removed	1	EA	\$150.00	\$150.00	\$150.00	\$150.00	\$350.00	\$350.00	\$400.00	\$400.00
109	FES to be Removed	1	EA	\$150.00	\$150.00	\$150.00	\$150.00	\$250.00	\$250.00	\$300.00	\$300.00
110	12" FES RCP w/Grate	1	EA	\$1,500.00	\$1,500.00	\$945.00	\$945.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
111	Inlet TY A, 2' Dia. w/TY 11 Frame & Grate	4	EA	\$2,000.00	\$8,000.00	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00
112	Inlet TY B, 3' Dia, w/ TY 11 Frame and Grate	1	EA	\$2,500.00	\$2,500.00	\$1,625.00	\$1,625.00	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00
113	CB TY A, 4' DIA. w/TY 11 Frame and Grate	2	EA	\$4,500.00	\$9,000.00	\$3,765.00	\$7,530.00	\$1,700.00	\$3,400.00	\$3,500.00	\$7,000.00
114	CB TY B, 3' Dia. w/ TY 8 Grate	1	EA	\$2,000.00	\$2,000.00	\$1,440.00	\$1,440.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00
115	Manhole TY A, 4' Dia. w/ TY 81 Frame and Grate	1	EA	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$3,200.00	\$3,200.00
116	Trench Backfill, CA-6 (Compacted)	334	CY	\$25.00	\$8,350.00	\$44.05	\$14,712.70	\$27.00	\$9,018.00	\$45.00	\$15,030.00
117	Trench Backfill, CA-7 (Compacted)	67	CY	\$35.00	\$2,345.00	\$56.70	\$3,798.90	\$38.00	\$2,546.00	\$60.00	\$4,020.00
118	PVC, Scheduel 40, Electric Conduit, 3"	80	LF	\$40.00	\$3,200.00	\$20.00	\$1,600.00	\$25.91	\$2,072.80	\$28.50	\$2,280.00
119	D.I.P. Watermain, 6", Class 52	12	LF	\$70.00	\$840.00	\$55.75	\$669.00	\$50.00	\$600.00	\$120.00	\$1,440.00
120	Fittings, M.J. Body Casting Weight	100	LB	\$5.00	\$500.00	\$2.00	\$200.00	\$5.00	\$500.00	\$10.00	\$1,000.00
121	Polyethene Encasement	24	LF	\$1.00	\$24.00	\$1.00	\$24.00	\$1.00	\$24.00	\$2.00	\$48.00
122	Fence Removal and Reinstallation (Juniper)	140	LF	\$25.00	\$3,500.00	\$26.30	\$3,682.00	\$26.30	\$3,682.00	\$60.00	\$8,400.00
123	Locate Sump Services (Juniper)	6	EA	\$100.00	\$600.00	\$180.00	\$1,080.00	\$200.00	\$1,200.00	\$750.00	\$4,500.00
124	Fire Hydrant to be Relocated	2	EA	\$3,000.00	\$6,000.00	\$1,345.00	\$2,690.00	\$4,250.00	\$8,500.00	\$4,500.00	\$9,000.00
125	Chain Link Fence Removal	315	LF	\$15.00	\$4,725.00	\$4.65	\$1,464.75	\$4.25	\$1,338.75	\$12.00	\$3,780.00
126	Leveling Pad, CA6, TY B, 6"	120	SY	\$12.00	\$1,440.00	\$9.50	\$1,140.00	\$9.00	\$1,080.00	\$9.00	\$1,080.00
127	Backfill, CA-1, (Behind Retaining Wall)	210	CY	\$35.00	\$7,350.00	\$40.00	\$8,400.00	\$40.00	\$8,400.00	\$50.00	\$10,500.00
128	Precast Block Wall, Top Block, RECON, 24" Depth	180	SF	\$55.00	\$9,900.00	\$35.00	\$6,300.00	\$37.00	\$6,660.00	\$55.00	\$9,900.00
129	Precast Block Wall, RECON, 24" Depth	910	SF	\$60.00	\$54,600.00	\$36.00	\$32,760.00	\$28.00	\$25,480.00	\$55.00	\$50,050.00
130	Precast Block Wall, RECON, 39" Depth	370	SF	\$65.00	\$24,050.00	\$48.00	\$17,760.00	\$62.00	\$22,940.00	\$55.00	\$20,350.00
131	Pipe Underdrain, 4", with Geotech Sock	270	LF	\$20.00	\$5,400.00	\$5.00	\$1,350.00	\$7.00	\$1,890.00	\$35.00	\$9,450.00
132	PCC Pavement, 12"	100	SY	\$150.00	\$15,000.00	\$125.00	\$12,500.00	\$95.79	\$9,579.00	\$110.00	\$11,000.00
133	Steel Plate Beam Guardrail, Attached to Structures	126	LF	\$80.00	\$10,080.00	\$79.20	\$9,979.20	\$79.20	\$9,979.20	\$70.00	\$8,820.00
134	Concrete Trash Bin Removal	1	LS	\$500.00	\$500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
SUBTOTAL INFRASTRUCTURE				\$600,531.50		\$514,000.00		\$477,279.66		\$679,033.31	
TOTAL STREET AND INFRASTRUCTURE			\$3,317,451.50			\$2,508,000.00		\$2,615,017.32		\$3,618,360.36	

*DENOTES NUMBERS TRANSPORTED ON BID SUBMITTAL

INTEROFFICE MEMORANDUM

TO: MAYOR BERMAN AND VILLAGE BOARD OF TRUSTEES
FROM: DAVID C. FISHER, CHIEF OF POLICE
SUBJECT: ADMINISTRATIVE ADJUDICATION
DATE: MAY 21, 2018
CC: STEVEN BOSCO, VILLAGE ADMINISTRATOR

Issue

Staff would like to start an administrative adjudication program, rather than prosecute ordinance violations and certain traffic offenses through the circuit court system. This would require software to run the program and issue tickets, as well as adopting a village ordinance allowing administrative adjudication of general municipal code violations. These offenses would be heard by an administrative law judge at the North Aurora Police Department on the second Wednesday of each month at 5:00 pm.

Discussion

Staff is seeking to adopt a system in which an administrative hearing process can be implemented by the Village. The Village would stand to make more revenue, as all of the ticket fines goes to the Village. The Village would also save money due to the officers not having to appear in court for the hearings. There would also be a time savings since the recommended software program can prepare paperwork for administrative tows in a few minutes that typically takes an officer 20-30 minutes to complete. Lastly, the community benefits because the adjudication process is quicker, compliance is obtained and fines for local tickets are less than those of a typical state ticket that is currently used.

Staff sought quotes from three different vendors of this type of software. The DACRA Company was the middle priced vendor, however, they were able to provide a system that had everything needed in order to complete the administrative adjudication tickets, tows, tracking of tickets issued, payment information, etc.

Currently, the police department has their administrative tow hearings at the Sugar Grove Police Department and Code Enforcement holds their hearings in Batavia. Both are heard on separate dates but by the same administrative law judge, Victor Puscas. Staff recommends holding all hearings related to admin tows, code enforcement and administrative adjudication at the North Aurora Police Department, and the hiring of Victor Puscas from the Law Office of Victor E. Puscas, Jr. to hear all cases.

Conclusion

Staff is recommending the village use adjudication software from DACRA. The DACRA company software contains everything in one system that is required to issue tickets, perform administrative tows, track tows, send owners/drivers paperwork for tows, track hearing

information, and send unpaid fines to collections. The system would also replace an outdated electronic ticketing system currently used by the Kane County Clerk, which will no longer be in use soon. The monthly cost for the DACRA system is \$1,500.00, plus \$2.00 for each citation and \$2.00 for each case that receives a disposition at an administrative hearing. There is no additional cost for training and implementation. DACRA is also cloud based, so no server would need to be dedicated to running it. This agreement would take effect on June 1, 2018.

Staff is also recommending entering into an agreement with Administrative Law Judge Victor Puscas, from the Law Office of Victor E. Puscas, to hear all North Aurora cases. The hearings are scheduled to be held at the North Aurora Police Department on the third Wednesday of each month at 5:00 pm. The agreement will start on September 1, 2018. Attorney Puscas charges \$175.00 per hour, with a two hour minimum.

Lastly, staff recommends the village board adopts an ordinance amending Chapter 2.70 of Title 2 of the North Aurora Municipal Code, Administrative Adjudication of General Municipal Code Violations. This will give the village authority to administratively adjudicate certain traffic offenses and village ordinance violations. This would take effect immediately.



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

Resolution No. _____

**RESOLUTION INITIATING LOCAL ADJUDICATION OF ORDINANCE VIOLATIONS IN
THE VILLAGE OF NORTH AURORA**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2018**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2018
by _____.**

Signed _____

VILLAGE OF NORTH AURORA

RESOLUTION NO. _____

RESOLUTION INITIATING LOCAL ADJUDICATION OF ORDINANCE
VIOLATIONS IN 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. The Village of North Aurora previously adopted a system of local adjudication of Village Code and ordinance violations by an administrative law judge under Chapter 2.70 pursuant to its authority under 65 ILCS 5/1-2.2.
2. The Village of North Aurora has amended Chapter 2.70 due to changes to 65 ILCS 5/1-2.2 and to further comply with the limitations set forth on certain locally adjudicated offenses under 625 ILCS 5/11-208.3.
3. The Village of North Aurora shall implement a system of local adjudication within the Village of North Aurora through the formal establishment of a Code Hearing Department allowing for prosecution of ordinance violations other than building code violations and any offense governing the movement of vehicles or reportable offenses under Section 6-204 of the Illinois Vehicle Code.
4. Staff of the Village of North Aurora are directed to implement the system of local adjudication consistent with the Chapter 2.70 of the Village of North Aurora Code.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Mark Carroll _____
Mark Gaffino _____
Michael Lowery _____

Laura Curtis _____
Mark Guethle _____
Tao Martinez _____

Approved and signed by me as President of the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018 A.D.

Dale Berman, Village President

ATTEST:

Village Clerk

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 9.20 OF TITLE 9
OF THE NORTH AURORA MUNICIPAL CODE RETAIL THEFT**

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2018

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2018
by _____.

Signed _____
Village Clerk

VILLAGE OF NORTH AURORA

ORDINANCE NO _____

**AN ORDINANCE AMENDING CHAPTER 9.20 OF TITLE 9
OF THE NORTH AURORA MUNICIPAL CODE RETAIL THEFT**

WHEREAS, the Village has previously adopted an ordinance prohibiting the act of retail theft within the Village; and

WHEREAS, subsequent to the adoption of the original ordinance, the State of Illinois has amended the Retail Theft Statute; and

WHEREAS, prosecution of retail theft has become increasingly difficult at the County level; and

WHEREAS, the Village would like to implement changes to its retail theft ordinance to increase the effectiveness and efficiency of its enforcement.

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

SECTION 1: That the Municipal Code of North Aurora, Illinois is hereby amended and restated as follows:

TITLE 9

PUBLIC PEACE, MORALS AND WELFARE

CHAPTER 9.20

THEFT AND RELATED OFFENSES

9.20.060 Retail theft.

(A) A person commits retail theft when he or she knowingly:

(1) Take possession of, carries away, transfers or causes to be carried away or transferred any merchandise displayed, held, stored or offered for sale in a retail, mercantile establishment with the intention of retaining such merchandise, or with the intention of depriving the merchant permanently of the possession, use or benefit of such merchandise, without paying the full retail value of such merchandise;

(2) Alters, transfers, or removes any label, price tag, marking indicia of value or any other markings, which aid in determining value affixed to any merchandise displayed, stored or

VILLAGE OF NORTH AURORA

offered for sale in a retail mercantile establishment and attempts to purchase such merchandise at less than the full retail value with the intention of depriving the merchant of the full retail value of the merchandise;

(3) Transfers any merchandise displayed, stored or offered for sale in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise;

(4) Under-rings with the intention of depriving the merchant of the full retail value of the merchandise;

(5) Removes a shopping cart from the premises of the retail mercantile establishment without the consent of the merchant given at the time of such removal with the intention of depriving the merchant permanently of the possession, use or benefit of such cart;

(6) Represents to a merchant that he, she or another person is the lawful owner of property, knowing that such representation is false and conveys or attempts to convey that property to a merchant, who is the owner of the property in exchange for money, merchandise, credit or other property of the merchant;

(7) Uses or possesses any theft detection shielding device or theft detection device remover with the intention of using such device to deprive the merchant permanently of the possession, use or benefit of any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment without paying the full retail value of such merchandise; or

(8) Obtains or exerts unauthorized control over property of the owner and thereby intends to deprive the owner permanently of the use or benefit of the property when a lessee of the personal property of another fails to return it to the owner, or if the lessee fails to pay the full retail value of such property to the Lessor, in satisfaction of any contractual provision requiring such within ten days after written demand from the owner for its return. A notice in writing given after the expiration of the leasing agreement, by registered mail, to the lessee at the address given by the lessee and shown on the leasing agreement shall constitute proper demand.

(B) *Permissive inferences.* If any person:

(1) Conceals upon his or her person or among his or her belongings, unpurchased merchandise, displayed, stored, or offered for sale in a retail mercantile establishment;

(2) Removes that merchandise beyond the last known station for receiving payments for that merchandise in that retail, mercantile establishment, then the trier of fact may infer that the person possessed, carried away or transferred such merchandise with the intention of retaining it or with the intention of depriving the merchant permanently of the possession, use or benefit of such merchandise, without paying the full retail value of such merchandise;

(3) To “conceal” merchandise means that although there may be some notice of its presence, that merchandise is not visible through ordinary observation.

(C) For purposes of this section, ***THEFT DETECTION SHIELDING DEVICE*** means any laminated or coated bag or device designed and intended to shield merchandise from detection by an electronic or magnetic theft alarm sensor;

(D) *Penalty.* A violation of A(1) - (6) and (8) of this section where the full retail value of which does not exceed \$300 for property or \$150.00 for motor fuel, is subject to a minimum fine of \$200.00. A violation of division (A)(7) of this section, is subject to a minimum fine of \$300.00.

VILLAGE OF NORTH AURORA

(E) It is the intent of the Village to prosecute retail theft as defined, pursuant to the Illinois Criminal Code, only for those offenses which are categorized as a misdemeanor and not a felony. Violations of this chapter may be adjudicated through Chapter 2.70 as a fine only offense with other conditions or through the Circuit Court of Kane County.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this ____ day of _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois
this ____ day of _____, 2018, 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 _____, 2018, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

VILLAGE OF NORTH AURORA



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

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 10.20 OF TITLE 10
OF THE NORTH AURORA MUNICIPAL CODE PARKING**

**Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2018**

**Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2018
by _____.**

**Signed _____
Village Clerk**

VILLAGE OF NORTH AURORA

ORDINANCE NO _____

**AN ORDINANCE AMENDING CHAPTER 10.20 OF TITLE 10
OF THE NORTH AURORA MUNICIPAL CODE PARKING**

WHEREAS, the availability and utilization of parking spaces specifically designated for individuals with disabilities by individuals with disabilities is in the best interest of the Village and the citizens and motorists in the Village; and

WHEREAS, the use of parking spaces designated for handicapped individuals by drivers failing to display the proper plates or decals poses a risk to the health and safety of individuals with disabilities; and

WHEREAS, the creation and enforcement of an ordinance prohibiting the use of parking spaces without proper documentation is an effective tool to ensure that the parking spaces are properly utilized by disabled individuals.

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

SECTION 1: That the Municipal Code of North Aurora, Illinois is hereby amended by adding the following:

TITLE 10

VEHICLES AND TRAFFIC

CHAPTER 10.20

PARKING

10.20.70 Parking Places Reserved for Persons with Disabilities.

A. Special Parking Privileges.

Parking places on any private or public off-street parking facility, road, or parking lot, specifically reserved, by the posting of an official sign as designated under section 11-301 of the Illinois Vehicle Code or similar official sign installed or approved by the Village, shall be limited to those motor vehicles bearing registration plates, special decals, or devices issued to a persons with disabilities or to a veterans with a disability, as provided under the Illinois Compiled Statutes (625 ILCS 5/3-616, 625 ILCS 5/11-1301.1, 625 ILCS 5/11-1301.2, 625 ILCS 5/3-609). This section shall also apply to any motor vehicle registered in another jurisdiction, state, district, territory or foreign country upon which

VILLAGE OF NORTH AURORA

displays a valid registration plate, special decal, or device designating the vehicle is operated by or for a person with disabilities.

B. Regulations Governing Such Vehicles.

It shall be unlawful to park any motor vehicle which is not properly displaying registration plates, special decals, or devices issued to a person with disabilities or to a disabled veteran in parking spaces specifically reserved by the posting of an official sign as designated under section 11-301 of the Illinois Vehicle Code or similar official sign installed or approved by the Village. It shall also be unlawful to park any motor vehicle in a designated access aisle adjacent to any parking place specifically reserved for persons with disabilities, by the posting of an official sign as designated under section 11-301 of the act or similar official sign installed or approved by the Village.

C. Proper Display.

When using the parking privileges for persons with disabilities, the registration plates, special decals, or devices must be displayed properly in the vehicle where it is clearly visible to law enforcement personnel, either hanging from the rearview mirror or placed on the dashboard of the vehicle in clear view.

D. No Valid Exemption.

The exemptions in the Chapter shall not pertain to any prohibition of parking in “no stopping” and “no standing” zones in front of or near fire hydrants, driveways, public building entrances and exits, bus stops and loading areas, and such vehicles are further prohibited from parking where the motor vehicle constitutes a traffic hazard as determined by any duly authorized law enforcement officer.

E. Invalid Display of disability license plate, parking decal, or device.

An individual with a vehicle displaying disability license plates, parking decal, or device issued to a qualified person with a disability is in violation of this chapter if (i) the person using the disability license plate, parking decal, or device is not the authorized holder of the disability license plate, parking decal, or device or is not transporting the authorized holder of the disability license plate, parking decal, or device to or from the parking location and (ii) the person uses the disability license plate, parking decal, or device to exercise any privileges granted through the disability license plate, parking decals, or devices in this chapter.

F. Penalty.

A violation of subsection B of this chapter is subject to a minimum fine of \$200.00 and a maximum fine of \$350.00. A violation of subsection E of this chapter is subject to a fine of \$600.00 for a first offense and \$1,000.00 for a second offense. Any violation of this chapter allows any Village Police Officer to remove the license plate, decal, or device used.

VILLAGE OF NORTH AURORA

Violations of subsection E are reportable offenses as provided under 625 ILCS 5/11-1301.3 (f).

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018, A.D.

Mark Carroll	_____	Laura Curtis	_____
Tao Martinez	_____	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 _____, 2018, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA
KANE COUNTY, ILLINOIS

Ordinance No. _____

AN ORDINANCE AMENDING CHAPTER 2.70 OF TITLE 2
OF THE NORTH AURORA MUNICIPAL CODE
ADMINISTRATIVE ADJUDICATION OF
GENERAL MUNICIPAL CODE VIOLATIONS

Adopted by the
Board of Trustees and President
of the Village of North Aurora
this ____ day of _____, 2018

Published in Pamphlet Form
by authority of the Board of Trustees of the
Village of North Aurora, Kane County, Illinois,
this ____ day of _____, 2018
by _____.

Signed _____
Village Clerk

VILLAGE OF NORTH AURORA

ORDINANCE NO _____

**AN ORDINANCE AMENDING CHAPTER 2.70 OF TITLE 2
OF THE NORTH AURORA MUNICIPAL CODE ADMINISTRATIVE ADJUDICATION
OF GENERAL MUNICIPAL CODE VIOLATIONS**

WHEREAS, the Village has previously adopted a system of local adjudication by establishing a Code Hearing Department to enforce Municipal Code violations under 65 ILCS 5/1-2.2; and

WHEREAS, subsequent to the adoption of the original ordinance, the State of Illinois has amended the underlying Code Hearing Departments Statute (hereinafter, the “Statute”); and

WHEREAS, changes consistent with State law are necessary to increase the effectiveness and efficiency of the Village’s code enforcement activities.

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

SECTION 1: That the Municipal Code of North Aurora, Illinois is hereby amended and restated as follows:

TITLE 2

ADMINISTRATION AND PERSONNEL

CHAPTER 2.70

**ADMINISTRATIVE ADJUDICATION OF GENERAL MUNICIPAL CODE
VIOLATIONS**

2.70.010 Adjudication of Municipal Code Violations; Scope

A. The Village of North Aurora, pursuant to its authority under 65 ILCS 5/1-2.2 et seq., hereby establishes the procedure for a system of local adjudication of Village Code violations to the extent permitted by the Illinois Constitution.

B. As used in this ordinance, a “system of local adjudication” means the adjudication of any violation of the North Aurora Village Code through the establishment of a Code Hearing Department except for (i) building code violations and (ii) any offense under the Illinois Vehicle Code or similar offense that is a traffic regulation governing the movement of vehicles or a reportable offense under Section 6-204 of the Illinois Vehicle Code. (625 ILCS 5/6-204) (hereinafter “Local Adjudication”).

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C. This ordinance is intended to comply with 65 ILCS 5/1-2.2 et. seq. and where there is any conflict or missing information, 65 ILCS 5/1-2.2 et. seq. shall supersede this ordinance.

D. To accomplish the purposes set forth herein, the Illinois Vehicle Code (625 ILCS 5/11-208.3 et seq.) is adopted in its current form and as it may be amended from time to time for adjudication of vehicular regulation violations to the extent permitted by the state constitution.

E. The Process for Local Adjudication may be consolidated and organized in conjunction with Chapter 9.40 (Seizure and Impoundment of Vehicles) of the North Aurora Code.

F. The process for Local Adjudication may be consolidated and organized in conjunction with the process for Building Code and Nuisance Administrative Adjudication provided in Chapter 2.72 of this Title 2 of the North Aurora Code.

2.70.020 Administrative Adjudication Procedures Not Exclusive

The adoption by the Village of a system of Local Adjudication procedures does not preclude the Village from using other methods to enforce municipal ordinances, including but not limited to, the prosecution of violations in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

2.70.030 Composition of Code Hearing Division; Hearing Officer; Powers and Duties

A. A Code Hearing Division is hereby established with the Authority to oversee the Local Adjudication process in the Village as herein provided and shall consist of a hearing officer, administrator, and may include a computer operator/systems coordinator and hearing room personnel.

B. Hearing Officer. Adjudicatory Hearings shall be presided over by a hearing officer. The powers and duties of the hearing officer shall include the authority to:

1. Preside over adjudicatory hearings and hear testimony and accept evidence that is relevant to the existence of the code violations;
2. Administer Oaths;
3. Upon written request of the parties or their representatives, issue subpoenas and direct witnesses to appear and give testimony at the hearings;
4. Rule upon objections and the admissibility of evidence;
5. Preserve and authenticate the record, including the exhibits and evidence introduced at hearings;
6. Weigh the evidence presented at hearings based on relevancy and competence, determine the credibility of witnesses, and resolve conflicts in testimony;
7. Make ultimate findings and determinations based on the relevant and competent evidence presented at a hearing of whether a code violation exists and determine the validity of any notice of impending driver's license suspensions; and
8. The determination of the hearing officer shall be in writing and shall include a written finding of fact, decision, and order, including any fine, costs, penalty or other action with which the defendant must comply should the defendant be found liable.

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- C. Administrator. The administrator is authorized and directed to:
1. Operate and manage this system of adjudicatory hearings;
 2. Adopt, distribute, and process code violation notices and other notices as may be required to carry out the purpose of this chapter;
 3. Collect and process monies paid after a final determination of a code violation;
 4. Promulgate internal rules and regulations reasonably required to operate and maintain this administrative hearing system;
 5. Certify copies of final determinations of standing and/or parking regulation violation liability, vehicle compliance violation, vehicle sticker violation or any other ordinance violation adjudicated pursuant to this chapter, and any factual reports verifying the final determination of any violation liability which was issued in accordance with this chapter or the laws of the state, including 625 ILCS 5/11-208.3, as from time to time amended;
 6. Certify reports to the secretary of state concerning initiation of suspension of driving privileges in accordance with the provisions of this chapter and those of 625 ILCS 5/6-306.5; and
 7. Collect unpaid fines and/or penalties and otherwise pursue all post judgment remedies available under law, including compromising and settling violation notices prior to a hearing date which shall be approved by the hearing officer.
 8. The administrator shall also be the traffic compliance administrator as provided in 625 ILCS 5/11-208.3.

D. The System Coordinator/Computer Operator. The system coordinator/computer operator shall operate and maintain computer programs for the Local Adjudication created hereunder, on a day to day basis, including, but not limited to:

1. Input of violation notice information;
2. Input of hearing and notice dates;
3. Input of fine, costs, and penalty assessments and payments;
4. Issuance of receipts for payment;
5. Issuance of succeeding notices of hearing dates or court dates, issuing notice of a final determination of liability, issuing notice of impending driver's license suspension, as directed by the administrator or by the hearing officer in accordance with the provisions hereinafter set forth; and
6. Maintaining accurate records of appearances and nonappearances at administrative hearings, pleas entered, fines and penalties assessed and paid.

E. Hearing Room Personnel. Hearing room personnel shall be qualified off-duty, full-time, part-time, or auxiliary police officers who are authorized and directed to:

1. Maintain hearing room decorum;
2. Exercise authority consistent with those powers granted to courtroom deputies of the circuit court; and
3. Perform such other duties or acts as may reasonably be required and as directed by the hearing officer or administrator.

F. Selection and Appointment of Personnel. The persons who shall hold the positions of hearing officer, administrator, computer operator/systems coordinator, and hearing room personnel under this chapter shall be selected and appointed according to the following procedures:

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1. Hearing Officer Appointment. The hearing officer shall be appointed by the Village President with the consent of the Board of Trustees and shall serve pursuant to the terms set forth in an approved agreement. The hearing officer shall be an attorney licensed to practice law in the State of Illinois for at least three years and must successfully complete a formal training program, which instructions on rules of procedure of the administrative hearings that will be conducted, orientation to each subject area of the code violations that will be adjudicated, observation of similar administrative hearings, and participation in hypothetical cases, including ruling on evidence and issuing final orders.

2. Administrator, System Coordinator, and Hearing Room Personnel. The Village Administrator shall assign the duties of administrator, system coordinator, and hearing room personnel to Village employees.

2.70.040 Administrative Hearing Process

A. Authority. All full-time, part-time, and auxiliary police officers as well as other specifically appointed individuals shall have the authority to issue violation notices.

B. Content of Violation Notice. When a Village official with authority to enforce Village ordinances and code provisions makes a determination that a violation has occurred, he or she shall note the violation on a multiple copy violation notice and report form that indicates (i) the name and address of the defendant, (ii) the type and nature of the violation, including the section or regulation violated, (iii) the date and time the violation was observed, (iv) the names of witnesses to the violation, (v) the signature and identification number, if applicable, of the person issuing the violation notice and in the case of vehicular standing, parking or compliance regulations certification shall be valid if the authorized person issuing the notice signs the notice at the time of service, (vi) a hearing date along with the time and location of the hearing, (vii) if applicable, the amount of the fine and notice that the failure to pay the fine within the allotted time will result in adjudication of the violation notice through administrative hearing and the penalties for failing to appear at the administrative hearing, (viii) penalty for any late fee, and (ix) if applicable, the vehicle make and state registration number.

C. Content of Violation Notice for Ordinance Violations Related to Vehicle Standing, Parking, and other Compliance Regulations. In addition to the above, there shall be a section entitled “request for hearing” setting forth that the registered owner or lessee may appear at the initial administrative hearing to contest the validity of the violation notice on the date and at the time and place as specified in the violation notice by:

1. Checking or placing a mark in a space provided and clearly identified “request for hearing;”;
2. If a non-resident of the Village of North Aurora or Kane County, checking or placing a mark in a space provided and clearly identified as “nonresident request for hearing-nonappearance;”
3. Placing his name and current address in the place provided;
4. Signing his name in the appropriate indicated place;
5. Filing the violation notice, with the request for hearing portion fully completed, with the ordinance enforcement administrator postmarked by the 25th of the month, if the violation notice was issued between the first through the 15th day of the month, or postmarked by the tenth of the month, if the violation notice was issued between the 16th

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and the end of the prior month. The request shall be deemed filed upon receipt by the ordinance enforcement administrator; and

6. A clearly marked statement that execution of the nonresident request for hearing is a waiver of the nonresident's right to a personal appearance and that the adjudication will be made based upon the notarized statement of facts submitted by the nonresident and the facts contained in the violation notice.

D. The violation report derived from the violation notice form shall be forwarded to the Code Hearing Division where a docket number shall be stamped on all copies of the report and a hearing date shall be noted or filled in. The hearing date shall not be less than thirty (30) nor more than forty (40) days after the notice is served. One copy of the violation notice and report form shall be maintained in the files of the code hearing division and shall be part of the record of the hearing; one copy of the report form shall be returned to the individual representing the Village in the case so that he or she may prepare evidence of the code violation for presentation at the hearing on the date indicated; and one copy of the report form shall be served either in person or by first class mail to the defendant along with a summons commanding the defendant to appear at the hearing. Hand delivery of the violation notice containing the required content shall be sufficient for in person service. Service of a violation notice may be made by affixing the original or a facsimile of the notice to an unlawfully standing or parked vehicle.

E. Parties may request in writing to the hearing officer before the hearing date that the hearing officer issue subpoenas to direct attendance and testimony of relevant witnesses and the production of relevant documents.

F. At the hearing, parties shall be provided with an opportunity to give testimony, present witnesses, submit evidence, and cross-examine opposing witnesses. Parties may be represented by legal counsel.

2.70.050 Prima Facie Case; Rules of Evidence; Standard of Proof

A. A prima facie case may be established if the violation notice served in compliance with the provisions of this Chapter is certified by the issuer. A violation notice shall be admissible in any subsequent administrative or legal proceeding.

B. The formal and technical rules of evidence shall not apply in the adjudicatory hearing process. Any evidence, including hearsay, may be admitted, but only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

C. The burden of proof required to sustain a finding of a violation of Village ordinances shall be by a preponderance of the evidence.

2.70.060 Subpoenas and Defaults

At any time prior to the hearing date, but not less than two working days prior to the hearing date, the hearing officer assigned to hear the case may, at the request of either party, direct witness to appear and give testimony at the hearing. If, on the date set for hearing, the defendant, or his or her attorney fails to appear, the hearing officer may find the defendant in default and shall proceed

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with the hearing and accept evidence relevant to the existence of a code violation in the defendant's absence.

2.70.070 Continuances

No continuance shall be authorized by the hearing officer except in cases in which a continuance is necessary to protect the rights of the parties. Lack of preparation shall not be grounds for a continuance.

2.70.080 Findings, Decision, Order, and Penalty

A. At the conclusion of a hearing, the hearing officer shall make a determination, on the basis of the relevant and competent evidence presented at the hearing, whether or not a code or ordinance violation exists. The determination shall be in writing and shall be designated as findings, decision and order. The findings, decision and order shall include the hearing officer's findings of fact, a decision whether or not a code or ordinance violation exists based upon the findings of fact, and an order.

B. If a violation is found, the order shall impose a fine and costs and may direct the defendant to correct the violation and/or impose such other sanction as may be appropriate as allowed by law consistent with Village ordinance; set a date by which the violation must be brought into compliance, if applicable. The order shall contain a statement of the penalties for late payment and that any unpaid fines, costs, and penalty assessed is a debt due and owing the Village after the exhaustion of, or the failure to exhaust judicial procedures for review. In the case in which a defendant fails to comply with a judgment ordering the correction of a code violation or imposing any fine or other sanction as a result of the code violation, the order shall provide that any expenses incurred by the Village to enforce the judgment, including, but not limited to, attorney fees, costs, and costs related to property demolition or foreclosure, shall be a debt due and owing the Village and may be collected in accordance with applicable law. If a violation is not found, the order shall include a statement to that effect and dismiss the case. A copy of the findings, decision and order shall be served on the owner within five (5) days after issuance by first class mail.

C. A notice of judgment entered by default shall be forwarded to any person who fails to appear and shall contain the same information as a determination of liability but shall also state that the judgment may be set aside by the hearing officer if, within twenty-one (21) days of issuance of the judgment, a petition is received stating what the hearing officer determines is good cause for failure to appear. The default judgment shall state that it constitutes a final determination of liability if such petition is not received, if the petition is denied, or after setting a new hearing date, the person fails to appear.

D. The hearing officer shall not have the authority to impose a penalty of incarceration or impose a fine in excess of \$750.00 for each violation except for those offenses under 625 ILCS 5/11-208.3 which shall carry a maximum fine of \$500.00. When applicable, however, each day a code provision is found to have been violated by the defendant shall constitute a separate offense, and each separate offense subjects the defendant to the fine and penalty provided by the governing fine or penalty provision. Any fine assessed is exclusive of any costs

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imposed. In all cases where there is a determination of liability by the hearing officer, the hearing officer shall impose administrative costs (i.e. court costs) in the amount of \$25.00 or greater.

E. In addition, and notwithstanding any fines and administrative costs, the hearing officer may Order:

- a. Costs incurred by the Village for effecting compliance with code provision(s) for which a defendant has been found to be liable; and
- b. Compliance with the code provision(s) found to have been violated; and
- c. Performance of a term of community service in lieu of fines.

F. For all vehicular standing, parking or compliance regulation violation, there shall be a second notice sent following a failure to appear at the hearing. In addition, a notice of final determination shall be sent following an appearance by the violator and a determination of liability or the failure to appear by the violator by the final hearing date upon conclusion of any judicial review. The notice shall contain, but not be limited to, the following information:

- a. The date and location of violation cited in the vehicular standing, parking or compliance regulation violation notice;
- b. The particular standing, parking or compliance regulation violated;
- c. The vehicle make and state registration;
- d. The fine, court costs, and any penalty that may be assessed for late payment;
- e. A notice to the registered owner or lessee of their current status, other than paid in full;
- f. The date, time and place of the administrative hearing at which the alleged violation may be contested on its merits if the individual failed to appear at his or her first hearing date;
- g. A statement that failure to either pay the fine and any applicable penalty or failure to appear at the hearing on its merits on the date and at the time and place specified will result in a final determination of vehicle standing, parking, or compliance regulation violation liability for the cited vehicle violation in the amount of the fine and penalty indicated as well as court costs;
- h. If a final determination occurs, a statement that a final determination of vehicular standing, parking or compliance violation liability for the failure, and the exhaustion of, or the failure to exhaust judicial procedures for review, any unpaid fine or penalty will constitute a debt due and owing the Village;
- i. A warning that failure to pay the fine and any penalty due and owing the Village within the time specified may result in the Village's filing a complaint in the circuit court to have the unpaid fine or penalty rendered a judgment as provided herein; and
- j. A warning that failure to pay the fine or penalty owing within 45 days of the date of the notice may result in the Village notifying the secretary of state that the person is eligible for initiation of suspension proceedings under 625 ILCS 5/6-306.5 if they have failed to pay any fine or penalty due and owing as a result of ten (10) or more vehicular standing, parking or compliance regulation violations.

G. A notice of impending suspension of a person's driver's license shall be sent to

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any person determined to be liable for the payment of any fine or penalty that remains due and owing on ten or more vehicular standing, parking or compliance regulation violations. The notice shall state that the failure to pay the fine or penalty owing within 45 days of the date of the notice will result in the Village notifying the secretary of state that the person is eligible for initiation of suspension proceedings under 625 ILCS 5/6-306.5. The notice of impending driver's license suspension shall be sent by first class mail, postage prepaid, to the address recorded with the secretary of state.

H. Notices shall be sent to the registered owner of the cited vehicle at the address as is recorded with the secretary of state or sent to the lessee of the cited vehicle at the address last known to the lessor of the cited vehicle at the time of the lease by first class mail, postage prepaid.

I. Notices not related to vehicular standing, parking or compliance regulations shall be sent to the last known address of the individual by first class mail, postage prepaid.

2.70.090 Late Fees

Failing to pay the total fines and costs within twenty-one (21) days of the issuance of the determination of liability and the exhaustion of or the failure to exhaust any administrative review procedures as set forth in this chapter shall result in the imposition of a late payment penalty fee as follows:

a. A late payment penalty fee of fifty dollars (\$50.00) shall be imposed if the total fines and costs are paid more than twenty-one (21) days following the issuance of the determination of liability but within forty-two (42) days following the issuance of the determination of liability.

b. A late payment penalty fee of seventy-five dollars (\$75.00) shall be imposed if the total fines and costs are paid more than forty-two (42) days following the issuance of the determination of liability but within sixty-three (63) days following the issuance of the determination of liability.

c. A late payment penalty fee of one hundred dollars (\$100.00) shall be imposed if the total fines and costs are paid more than sixty-three (63) days following the issuance of the determination of liability.

2.70.100 Judicial Review

Any final decision by a hearing officer that a code violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law, as amended.

2.70.110 Nonresident Procedures

Nonresidents of this Village who have been issued a vehicular standing, parking or compliance regulation violation notice may contest the alleged violation on its merits without personally appearing at an administrative hearing by:

(1) Completing, in full, the "nonresident request for hearing" section of the violation notice;

(2) Signing the nonresident "request for hearing" in the space specified in the violation notice and acknowledging that his personal appearance is waived and submitting to an adjudication based upon the notarized statement filed by him and the facts contained in the violation notice;

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(3) Filing the violation notice with the “request for hearing” section fully completed with the ordinance enforcement administrator postmarked by the 25th of the month, if the violation notice was issued between the first through the 15th day of the month, or postmarked by the tenth of the month, if the violation notice was issued between the 16th and the end of the prior month. The request shall be deemed filed upon receipt by the ordinance enforcement administrator;

(4) Filing a notarized statement of facts specifying the grounds for challenging the violation notice which must be filed with the administrator postmarked by the 25th of the month, if the violation notice was issued between the first through the 15th day of the month, or postmarked by the tenth of the month, if the violation notice was issued between the 16th and the end of the prior month. The request shall be deemed filed upon receipt by the administrator. The acceptance of a “nonresident request for hearing” after the due date or with cause is at the discretion of the administrator.

A. The hearing officer shall make an adjudication based upon the facts set forth in the notarized statement of facts filed by the nonresident as is contained in the violation notice.

B. Notice of the determination of the hearing officer shall be served upon the nonresident by first class mail, postage prepaid, addressed to the nonresident at the address set forth in the statement of facts submitted.

C. Service of the notice shall be complete on the date the notice is placed in the United States mail.

D. All other provisions of this chapter shall apply equally to nonresidents.

2.70.120 Enforcement of Administrative Orders

A. Any fine, costs or other sanction imposed that remains unpaid after the exhaustion of, or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law, shall be considered a debt due and owing to the Village and enforced in the same manner as a judgment entered by a court of competent jurisdiction.

B. Issues such as whether a violation occurred and the penalties that are imposed may not be raised in any subsequent proceeding after the period for judicial review has passed.

C. Any expenses incurred by a municipality to enforce the judgment, including, but not limited to, attorney’s fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a hearing officer, shall be a debt due and owing the Village and may be collected in accordance with applicable law. However, prior to any expenses being fixed by a hearing officer, the Village shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative hearing officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such a hearing, which shall not be less than 7 days from the date that notice is served. If notice is served by mail, the 7-day period shall begin to run on the date that the notice was deposited in the mail.

D. Any person, having received notice and an opportunity for a hearing as provided in this chapter, who knowingly fails to comply with an order issued by the hearing officer under this chapter, including the issuance of a subpoena, shall, if the order is not stayed by a court of competent jurisdiction prior to its effective date, be guilty of contempt. Contempt shall be enforceable only through a court proceeding in 16th Judicial Circuit, Kane County, Illinois, and

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shall be punishable by applicable law. Each day that a violation continues shall be considered a separate and distinct offense. It shall not be a defense that a person came into compliance with an order, sought judicial review of it, or made efforts to comply with an order, subsequent to its effective date.

2.70.130 Other Methods of Code and Ordinance Enforcement

This Chapter shall not affect the validity of any other system of adjudication authorized by State Law and Village of North Aurora Ordinances.

2.70.140 Collections of Fines and Costs

All fines and other monies to be paid to the Village in accordance with this chapter shall be remitted to the Village and deposited in the appropriate Village account as designated by the Village Administrator, or his or her designee.

2.70.150 Table of Offenses subject to Code Hearing Enforcement

The table below provides a non-exhaustive list of ordinance violations subject to adjudication under this chapter:

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ORDINANCE VIOLATIONS		
ANIMAL VIOLATIONS		
DESCRIPTION	VILLAGE CODE	MIN FINE
Domestic animals at large	6.08.020	\$50
Animal disturbing the peace	6.08.030	\$50
CANNABIS VIOLATIONS		
DESCRIPTION	VILLAGE CODE	MIN FINE
Possession or delivery of not more than 10 grams of cannabis	9.38.020	\$150
Possession of drug paraphernalia	9.38.030	\$150
Manufacture or delivery of paraphernalia	9.38.040	\$150
Advertisement of paraphernalia	9.38.050	\$150
EQUIPMENT AND NON-MOVING VIOLATIONS		
DESCRIPTION	VILLAGE CODE - IVC CODE	MIN FINE
Improper display or obstructed registration sticker (plastic covers)	10.04.010 - 625 ILCS 5/3-413(b)	\$50
Expired registration plates / sticker	10.04.010 - 625 ILCS 5/3-413(f)	\$50
Following fire apparatus	10.04.010 - 625 ILCS 5/11-1411	\$150
Driving vehicle which is in unsafe condition / improperly equipped	10.04.010 - 625 ILCS 5/12-101	\$50
No daytime lights on motorcycle	10.04.010 - 625 ILCS 5/12-201(a)	\$100
No rear registration plate late	10.04.010 - 625 ILCS 5/12-201(c)	\$50
Clearance, identification, and side marker lamps - 2nd division veh	10.04.010 - 625 ILCS 5/12-202	\$50
Improper lamp or flag on projected load	10.04.010 - 625 ILCS 5/12-204	\$50
Failure to dim headlights	10.04.010 - 625 ILCS 5/12-210	\$50
Mirrors	10.04.010 - 625 ILCS 5/12-502	\$50
Obstructed windshield / front & side / tinted windows / wipers	10.04.010 - 625 ILCS 5/12-503	\$50
Defective windshield	10.04.010 - 625 ILCS 5/12-503(e)	\$50
Improper use of horn	10.04.010 - 625 ILCS 5/12-601(a)	\$50
Loud muffler / exhaust or modified	10.04.010 - 625 ILCS 5/12-602	\$50
Failure to wear seatbelt - driver, front passenger, any passenger	10.04.010 - 625 ILCS 5/12-603.1	\$50
Unlawful use of electronic communication device	10.04.010 - 625 ILCS 5/12-610.2	\$75
Illegal operation of sound amplification system, audible at 75 feet+	10.04.010 - 625 ILCS 5/12-611	\$50
SOLICITOR VIOLATIONS		
DESCRIPTION	VILLAGE CODE	MIN FINE
Unlicensed solicitation	5.34.040	\$50
Solicitation where signs prohibit, do not solicit lists, trespass	5.34.060	\$50
Solicitation time, place, and manner restrictions	5.34.070	\$50
Prohibited solicitation	5.34.080	\$50
Display of permit/registration ID	5.34.090	\$50
TRUCK VIOLATIONS		
DESCRIPTION	VILLAGE CODE - IVC CODE	MIN FINE
Safety tests	10.04.010 - 625 ILCS 5/13-101	\$150
Width of vehicles	10.20.070 - 625 ILCS 5/15-102	\$100
Height of vehicles	10.20.070 - 625 ILCS 5/15-103	\$100
Length of vehicles	10.20.070 - 625 ILCS 5/15-107	\$100
Tarpaulin or cover required	10.04.010 - 625 ILCS 5/15-109.1	\$100
Wheel and axle loads and gross weights	10.20.070 - 625 ILCS 5/15-111	\$250
Driver of vehicle refuses to stop and submit to weighing	10.04.010 - 625 ILCS 5/15-112(g)	\$750

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PARKING VIOLATIONS		
DESCRIPTION	VILLAGE CODE - IVC CODE	MIN FINE
Abandoned vehicle	8.04.010	\$50
On the roadway side of any vehicle stopped or parked	10.04.010 - 625 ILCS 5/11-1303(a)(1)(a)	\$50
On a sidewalk	10.04.010 - 625 ILCS 5/11-1303(a)(1)(b)	\$25
Within an intersection	10.04.010 - 625 ILCS 5/11-1303(a)(1)(c)	\$25
On a crosswalk	10.04.010 - 625 ILCS 5/11-1303(a)(1)(d)	\$25
On railroad tracks	10.04.010 - 625 ILCS 5/11-1303(a)(1)(h)	\$500
Any place where official signs prohibit parking	10.04.010 - 625 ILCS 5/11-1303(a)(1)(i)	\$25
On any controlled-access highway	10.04.010 - 625 ILCS 5/11-1303(a)(1)(j)	\$25
In the area between roadways of divided highway	10.04.010 - 625 ILCS 5/11-1303(a)(1)(k)	\$25
In a public parking area with expired registration sticker	10.04.010 - 625 ILCS 5/11-1303(a)(1)(l)	\$50
In front of a public or private driveway	10.04.010 - 625 ILCS 5/11-1303(a)(2)(a)	\$25
Within 15 feet of a fire hydrant	10.04.010 - 625 ILCS 5/11-1303(a)(2)(b)	\$50
Within 20 feet of a crosswalk at an intersection	10.04.010 - 625 ILCS 5/11-1303(a)(2)(c)	\$25
Within 30 feet of a traffic signal/sign	10.04.010 - 625 ILCS 5/11-1303(a)(2)(d)	\$25
Within 20 feet of driveway entrance of fire station	10.04.010 - 625 ILCS 5/11-1303(a)(2)(e)	\$25
Within 50 feet of nearest rail of a railroad crossing	10.04.010 - 625 ILCS 5/11-1303(a)(3)(a)	\$25
Parked, right hand wheels not parallel or within 12" of curb	10.04.010 - 625 ILCS 5/11-1304	\$25
Parked, expired registration on street, highway, roadway	10.04.010 - 625 ILCS 5/11-1304.5	\$50
Restricted parking, Rt. 31 / Rt. 56 / North Aurora	10.20.010	\$25
Restricted parking, Goodwin Elementary	10.20.020	\$25
No parking areas	10.20.030	\$25
Restricted parking, Schneider Elementary	10.20.040	\$25
Restricted parking, Fearn Elementary	10.20.050	\$25
Parking during or after a snowfall of 2" or more	10.20.060	\$50
Parking Places Reserved for Persons with Disabilities	10.20.70	\$350
North Aurora Municipal lot, parking	10.24.010	\$25
Commercial vehicles in residential districts	13.11	\$50
Recreational vehicles in residential districts	13.12	\$50

MISCELLANEOUS VIOLATIONS		
DESCRIPTION	VILLAGE CODE	MIN FINE
Tobacco sales to minors prohibited	5.40.050	\$150
Tobacco possession by minors prohibited	5.40.080	\$150
Prohibited sales, possession, consumption of alcohol by minors	5.08.230	\$150
Possession of alcohol in a motor vehicle	5.08.290	\$100
Outdoor burning	8.28.020	\$50
Unlawful sale, use or possession of fireworks	9.12.070	\$50
Disorderly conduct	9.12.080	\$150
Disturbing the peace	9.12.100	\$150
Unlawful noises and loud music	9.12.110	\$50
Vandalism, damage/deface any property (private or state owned)	9.16.030	\$150
Littering	9.16.060	\$50
Curfew, under 17 years old (Fri/Sat 0001-0600 / Sun-Thur 2301-0600)	9.24.010	\$50
Smoking in public places	9.34.020	\$50
Restricted watering	13.28.030	\$50
Retail theft <\$300	9.20.060 (A)1-(A)6	\$250
Retail theft Use of theft shielding device	9.20.060 (A)7	\$350

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SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Village Board of Trustees hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this ____ day of _____, 2018, A.D.

Mark Carroll	_____	Laura Curtis	_____
Tao Martinez	_____	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 _____, 2018, A.D.

Dale Berman, Village President

ATTEST:

Lori Murray, Village Clerk

Dacra Software as a Service Municipal Agreement

Village of North Aurora

This Dacra SaaS Agreement (“Agreement”) is made and entered into on this date, June 1, 2018, (the “Effective Date”) by and between IT-Stability Systems LLC (“IT-Stability” or a “Party”), an Illinois Limited Liability Company, and The Village of North Aurora (“Client” or a “Party”), an Illinois municipal corporation with its principal place of business at 200 S. Lincoln Highway, North Aurora, Illinois 60542. IT-Stability and the Village shall be together referred to as the “Parties.”

Whereas IT-Stability designs, develops, licenses, and supports Dacra, which is an adjudication management and e-Ticketing software; and

Whereas, Client desires to enter into an agreement with IT-Stability for IT-Stability to set-up, license, and support Dacra for use by Client; and

Whereas, Client is authorized by the Illinois Municipal Code (65 ILCS 5/1 et seq.) to enter into contracts with parties to obtain goods and services; and

The Parties hereto agree as follows:

1. Contract Period

The initial period of this Agreement begins when signed by Client and IT-Stability representatives and continues for two (2) years from that date. IT-Stability shall propose any requested modifications to the Agreement for subsequent Agreement periods, ninety (90) days prior to the current period expiration date.

2. Price, Billing and Payment

In exchange for Client’s licensed use of Dacra software and features as outlined in Appendix A, IT-Stability will invoice for, and Client will pay, a setup fee and monthly software subscription fees as outlined in Appendix B of this agreement. All payments are due within 30 days of the invoice date. Dacra Licensed Services (“the “Services” “Software” or the “System”) may be suspended or terminated if payments are not received according to these terms as per Section 11. Any additional services shall be mutually agreed upon in writing prior to work being performed or invoiced.

3. Representations and Warranties

General. Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

Compliance with the Laws. Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws. IT-Stability agrees to the provisions and conditions of Compliance Affidavit Attachment C.

Acceptable Use. Client may use the Software and System only for purposes of issuing, managing, and adjudicating citations issued by the Client and for no other purpose. Any use of the Software shall remain subject to all terms and conditions of this Agreement. Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Client represents and warrants that it will: (a) not intentionally use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use or Licensed Materials; (b) not violate or tamper with the security of any IT-Stability computer equipment or program. If IT-Stability has reasonable grounds to believe that Client is utilizing the Services for any such illegal or disruptive purpose IT-Stability may suspend the Services immediately with or without notice to Client. IT-Stability may terminate the Agreement as contemplated in Section 11 if Client in fact fails to adhere to the foregoing acceptable use standards.

THE WARRANTIES SET FORTH IN THIS SECTION 3, IN SECTION 10, AND ON ATTACHMENT C, ARE THE ONLY WARRANTIES MADE BY IT-STABILITY. IT-STABILITY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE OR SOFTWARE. IT-STABILITY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY IT-STABILITY, ITS EMPLOYEES, LICENSORS, OR THE LIKE WILL CREATE A WARRANTY.

4. Limitation of Liability

EXCEPT AS PROVIDED IN THE ADDENDUM ON ATTACHMENT C AND IN THIS SECTION, UNDER NO CIRCUMSTANCES WILL IT-STABILITY OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE SERVICES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO IT-STABILITY'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY IT-STABILITY OF THIS AGREEMENT, IT-STABILITY'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO IT-STABILITY BY CLIENT DURING THE PREVIOUS THREE MONTHS.

NO INFRINGEMENT: IT-Stability warrants the Licensed Material will not infringe any patent, trademarks, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Client shall notify IT-Stability promptly in writing of any known action brought against Client based on an allegation that Client's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement"). IT-Stability will defend, indemnify and hold Client harmless from any such action at IT-Stability's sole expense, provided that IT-Stability shall have the sole control of the defense of any such action, all negotiations and/or its settlement, and Client reasonably cooperates with IT-Stability in such defense. In the event that a final injunction is obtained against Client's use of the Services by reason of an Infringement or Client is otherwise prohibited from using same, IT-Stability shall to the extent possible and at its expense, within sixty (60) days, either (a) procure for Client the right to continue to use the Services that are infringing, or (b) replace or modify the Services to make its use non-infringing while being capable

of performing the same function. If neither option is available to IT-Stability, then Client, at Client's option, may terminate this Agreement without penalty or further payment other than payment of fees for use of the Services prior to said termination.

5. Confidential Information

Definition. For purposes of this Agreement “Confidential Information” shall mean information including, without limitation, all Client data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, forecasts, strategies and information marked “Confidential”, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Client under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving Party; (ii) was rightfully known or becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party; (iii) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (iv) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (v) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure.

Nondisclosure

During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this §5. Both parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

Injunctive Relief. In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

6. Client Responsibility

Client is solely responsible for the supervision, management, and control of its use of the Software, and shall defend, indemnify and hold harmless IT-Stability from and against all liabilities and costs (including reasonable attorneys' fees) arising from any third-party claims by any person based upon the usage of the Software, including the unauthorized release of any personally identifiable information as defined by federal and state law.

Client shall use the Services only for lawful purposes. To the extent deemed necessary by Client, Client shall implement security procedures necessary to limit access to the Services to Client's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data or programs.

Client is responsible for establishing designated points of contact to interface with IT-Stability, acceptable hardware, and a sufficient network environment such that Dacra can be effectively used as intended by the parties. Client shall provide all necessary data by July 1, 2018 in order to ensure a September 1, 2018 go-live date.

7. Licenses

IT-Stability hereby grants to Client a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by IT-Stability ("Licensed Material"), which may be furnished to Client under this Agreement. Client is not permitted to resell or lease Dacra services to any third-party client.

Client agrees to use commercially reasonable efforts to ensure that its employees and users of all Licensed Material hereunder comply with the terms and conditions set out in this Agreement. Client also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Licensed Material. All Licensed Material furnished to Client under this Agreement shall be used by Client only for Client's internal business purposes, shall not be reproduced or copied in whole or in part, and shall not be removed from the United States.

8. Client Data

All citation and hearing data, which may include personally identifiable information, is owned by Client and is to be held as confidential. Quarterly, client may receive a backup of data upon request in a .BAK format and is responsible for all data security and records retention as may be required by federal and state law. Upon termination of the Agreement, IT-Stability will provide a final back-up of client data. Sixty (60) days after delivery of the final back-up, IT-Stability will discard and delete all client data.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to IT-Stability. Any modification to the Software performed by Client directly or indirectly extending the current capabilities shall be the property of IT-Stability and all copyrights and other rights are hereby assigned to IT-Stability.

9. CJIS Encryption

Where necessary and practical, IT-Stability will be in compliance with all Criminal Justice Information Services (CJIS) requirements and certifications.

10. Service Performance Guarantees

IT-Stability guarantees 99.9% availability of Dacra services excluding brief scheduled maintenance. If an unplanned Dacra outage leads to a credit request, said request will be calculated by an hourly proration of the minimum monthly payment. IT-Stability approved credits will be deducted from the next monthly subscription invoice.

All claims are subject to review and verification by IT-Stability.

11. Termination

If a Party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other Party may terminate this agreement.

This Agreement may be terminated immediately upon written notice by either Party if the other Party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors.

If Agreement is terminated, Client shall be responsible to pay IT-Stability all outstanding invoiced bills due and owing.

12. General Provisions & Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties when accepted by Client. No modification, termination or waiver of any provisions of this Agreement shall be binding upon a Party unless in writing signed by an authorized officer of the relevant Party(ies). No provision of any purchase order or other document issued by Client, which purports to alter, vary, modify or add to the provisions of this Agreement, shall be binding upon IT-Stability or effective for any purpose, unless accepted by IT-Stability in writing.

It is further expressly understood and agreed that, there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, IT-Stability's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties, nor shall either Party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

(c) The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed or transferred, in whole or in part, by Client without the prior written consent of IT-Stability. Any attempted assignment, subletting or transfer shall be void.

(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of IT-Stability or Client in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by IT-Stability or Client of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party or other causes beyond such Party's reasonable control (a "Force Majeure Event") the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 11

(h) On IT-Stability's request, no more frequently than annually, Client shall furnish IT- Stability with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

(j) For a breach or default of this Agreement, the Parties may pursue any available remedy available at law or in equity. The non-prevailing party in any dispute under this agreement shall pay all reasonable costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

(k) This Agreement shall be governed by, and construed under, the laws of the State of Illinois applicable to contracts made in and wholly to be performed in the State of Illinois without regard to conflicts of law.

*The authorized representative signatures below are
full consent to the terms and conditions of this agreement.*

For Village of North Aurora:

For IT-Stability Systems LLC:

By: _____

By:  _____

Print: _____

Print: Zlatko Koprivec _____

Title: _____

Title: President _____

Date: _____

Date: _____

Dacra Software as a Service Municipal Agreement

Village of North Aurora

Appendix A -Dacra Scope of Services

This purpose of this appendix is to identify the scope of service and features provided to the Client under the terms of this Agreement:

Full E-Citation Capabilities

- **State Tickets:** State tickets are printed for the respondent, and transferred electronically to your RMS as well as to the Circuit Clerk. State tickets meet the standards of the Illinois Conference of Chief Circuit Court Judges, and are AOIC compliant.
- **Local Ordinance Tickets:** Available local ordinance citations including animal, parking, and property code violations with customized “back page” text for each citation type.
- **Administrative Tow Tickets:** Administrative tow impound citations and associated notices are created and printed in the system.
- **Warning Tickets:** Warning tickets for both adjudication and state violations can be created, producing a record of prior offenses which gives officers important information when dealing with violators.
- **Must Appear Violations:** Citations can be set automatically by violation or via officer discretion as “must-appear” requiring the violator to be present for the administrative hearing.
- **Juvenile Violations:** If the violator is underage at the time of the citation, the system will automatically identify it as a “juvenile violation” thus ensuring exclusion from public reports or FOIA requests.
- **Racial Profile Reporting:** Dacra requires racial profiling data be completed for applicable state and adjudication violations with auto-population to reduce completion time.
- **Pedestrian Stop Cards:** Dacra enables automated entry of state-mandated pedestrian stop profiling data and generates the required pedestrian receipt.

Integrated Officer Safety Features

- **Previous Violator History:** The system automatically shows the number of previous warnings and citations for the violator and allows auto-completion of data fields from those previous tickets.
- **LEADS Data Integration:** Full LEADS integration with many vendors allows officers to auto-populate driver and vehicle data.
- **Companion Tickets:** Additional “companion” violations for the same violator are easily completed.
- **Night Mode:** Night mode reduces overall screen brightness from day mode.

Tow and Impound Management Tools

- **Night Parking Permission Management:** Permissions are managed via online self-reporting on your municipal website to automatically provide permission to park. The system alerts the patrol officer when a vehicle has been exempted from the ban.
- **Abandoned Vehicle Tracking:** Issues and tracks abandoned vehicle notices and creates reports that assist in conducting follow-up on all complaints.
- **Police Tow Inventory Management:** Create and process tow receipts, vehicle search logs, concerned party notices, tow yard inventory audit logs, and Certificates of Purchase.
- **Administrative Tows:** Dacra transfers the tow data from the issuance of an administrative hold, through payment, and into the hearing ensuring due process.
- **Tow Holds:** Tow “holds,” can be identified which restricts the release of a vehicle until the investigative, insurance, DUI and other holds are removed.

Police Record Keeping and Compliance Features

- **Enhanced Search Capability:** Extensive search capabilities allow for complex, multi-rule data searches for comprehensive analysis.
- **Compliant with State Adjudication Laws:** Hard coded business logic is compliant with statutes regulating citation issuance, notices, and hearing processes with “proof of compliance” for appeals.
- **External Connectivity to RMS:** Citation and violator data can be electronically pushed, to your primary Records Management System with additional interface.
- **Citation Change Auditing:** Automatically audits changes to a citation after it has been issued, recording both original and changed values, the logged in user, and date and time of the change.
- **Address Range Validation:** Dacra tracks the valid upper and lower address ranges of every street, restricting the officer from entering an address outside those ranges.
- **Pedestrian Stop Data Transmission:** Generates a pedestrian stop receipt and enables the automatic transmission of mandated pedestrian stop data to the state.
- **Racial Profiling Reports:** Generates all mandated racial profiling state reports for uploading, additionally, racial profiling data can be data-mined for analysis.
- **Violator Data Expungement:** Effectively manages Illinois state expungement rules for certain violations to ensure compliance.
- **Data Security is Critical:** Through sound architecture structure agency data is secure and kept shielded from hackers by connecting a SQL back end to a Web front end via entity structures.
- **Web Based Product:** Dacra is a hosted service with back-ups located off-site in a backup data center.
- **CJIS Compliance:** Dacra is a fully CJIS compliant software presuming a municipality elects to use all CJIS recommended security features.

Administrative Adjudication Hearing Management

- **Multiple Hearing Locations and Times:** Citations can be automatically assigned to a particular hearing date, time, and location based on a predetermined algorithm.
- **Must Appear Violations:** Must appear citations are specifically highlighted to the Hearing Officer to simplify the hearing process.
- **Individual Dispositions:** The software allows the hearing officer to enter detailed case history notes and reasoning for dispositions, as well as issuing on the spot Findings, Decisions, and Orders.
- **Batch Processing:** Default liable dispositions and findings are efficiently issued by the hearing officer via batch processing for all no-shows.

Payment and Collections Management

- **Ticket Payment Entry:** Dacra uses a web interface for ticket payment entry as well as generation of respondent receipts. With an additional interface, it can support integrating with municipal finance/ERP systems to streamline data entry.
- **Automated Fine Escalation:** The system automatically monitors unpaid citations and escalates fines according to your local ordinance fine escalation schedule.
- **Parking Scofflaw Boot/Impound:** Dacra tracks vehicles with multiple unpaid violations and allows boot or impound notice for all vehicles associated with that violator per your municipal ordinance.
- **DL Suspension:** The system tracks violators with 10 unpaid violations and can generate all state required notices to suspend their driver’s license per state statute. Reinstatement notices are issued upon payment.
- **Collections Vendor Integration:** Interfaces available for collections vendors to automate the data transfer for unpaid debts to and from the collections agency.

Dacra Software as a Service Municipal Agreement

Village of North Aurora

Appendix B -Dacra Price, Billing, and Payment

The purpose of this appendix is to outline the Client's price, billing, and payment terms applicable for obtaining licensed Dacra subscription services for the initial period of this Agreement:

Price – Initial Set-Up Cost

In exchange for software set-up, training, and support services necessary to prepare system for Client's licensed use of Dacra software and features, as defined in Appendix A, the standard set-up fee of \$5,000.00 is waived. Initial set-up services are defined as:

- Standard installation will include system set-up and configuration but does not include customization, interfaces, or data migration.
- Training will consist of 8 hours of onsite training which includes full training for agreed upon super users as well as preparing super users to conduct training for all other staff on field entry of citations.
- Ongoing support services may be provided to Client via remote access, email, and telephone during normal business hours.

Price – Monthly Subscription Fee

In exchange for ongoing licensed use of Dacra software and features, as defined in Appendix A, Client will pay either the *Minimum Monthly Fee* or the *Monthly Usage Fee*, whichever is greater:

- *Minimum Monthly Fee* is \$1,500.00.
- *Monthly Usage Fee* is calculated by totaling the following:
 - \$2.00 per adjudication citation and administrative tow ticket created in the system
 - \$0.00 per state citation issued in the system
 - \$0.00 per warning citation issued in the system
 - \$2.00 per Finding, Decision, and Order "FDO" issued in the system.

Billing – Initial Set-Up Cost

The initial set-up cost shall be invoiced upon signing of the contract by Client and IT-Stability representatives.

Billing – Monthly Subscription Fee

The monthly subscription service shall begin on September 1, 2018 if 1) the service is installed and running; or if 2) IT-Stability is prepared to go-live and has delivered notice of such intent to the Client.

In the event that the Client provided all necessary data by July 1, 2018 as per section 6 of this agreement and the service is not installed and running on September 1, 2018, the subscription services shall begin upon the date that the service is installed and running.

Invoices will be sent on the first business day of the month for the prior month's service.

Payment

All payments are due thirty (30) days after the invoice date. If payment is not received, services may be suspended or terminated as per section 11 of this agreement.

Additional Services

Any additional services shall be mutually agreed upon in writing prior to work being performed and/or invoiced.

Dacra Software as a Service Municipal Agreement
Village of North Aurora
Appendix C - Compliance Affidavit

Section 1: EQUAL EMPLOYMENT OPPORTUNITY *(required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.)*

In the event of the Vendor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the Vendor agrees:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin, age, physical or mental handicap unrelated to ability, unfavorable discharge from military service, ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation hereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulation for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract's obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause be such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the Vendor certifies that neither the undersigned nor the entity is barred from contracting with the City because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;

2. The Vendor understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 3: ILLINOIS DRUG FREE WORK PLACE ACT

The Vendor through the undersigned will publish a statement:

1. Notifying the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place;

2. Specifying the action that will be taken against employees for violating this provision;

3. Notifying the employees that, as a condition of their employment to work under the City contract, the employee will:

A. Abide by the terms of the statement;

B. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

4. Establish a drug free awareness program to inform employees about:

A. The dangers of drug abuse in the work place;

B. The policy of maintaining a drug-free work place;

C. Any available drug counseling, rehabilitation or employee assistance programs;

D. The penalties that may be imposed upon an employee for drug violations.

5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the City, and shall post the statement in a prominent place in the work place.

6. The undersigned will notify the City within ten (10) days of receiving notice of an employee's conviction.
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place shall:
 - A. Take appropriate action against such employee up to and including termination;
 - B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Section 4: SEXUAL HARASSMENT POLICY

The undersigned on behalf of the Vendor certifies that a written sexual harassment policy pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) exists.

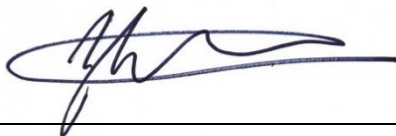
This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal compliant process, including penalties;
5. The legal recourse, investigative and compliant process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

CERTIFICATION

As a condition of entering into a contract, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the Dacra Software, IT-Stability (the "Vendor"), and that all information contained in this Affidavit is true and correct in both substance and fact.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION OF THE CONTRACT AND ARE INCORPORATED WITHIN THE TERMS OF THE CONTRACT.



Zlatko Koprivec

President, IT-Stability Systems LLC

Signature

Name

Title

**AGREEMENT FOR SERVICES BETWEEN
THE VILLAGE OF NORTH AURORA
AND THE LAW OFFICE OF VICTOR E. PUSCAS, JR.**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between the Law Office of Victor E. Puscas, Jr., of Aurora, Illinois (hereinafter referred to as "Puscas") and the Village of North Aurora, Illinois, a Municipal Corporation (hereinafter referred to as the "Village").

1. This Agreement is renewable annually, unless otherwise terminated by the Parties, but in all events, shall expire on December 31, 2018;
2. The Village agrees to pay Puscas the sum of One-hundred seventy-five dollars (\$175.00) per hour, with a minimum of two hours per hearing, monthly during the term hereof;
3. Puscas shall serve as the Village's Administrative Law Judge for Administrative Hearings required under the Village's Code of Ordinances;
4. This agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.
5. This agreement replaces and supersedes any previous agreements between Puscas and the Village.

AGREED:

Victor E. Puscas, Jr.

For the Village