



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

**CONSENT AGENDA**

1. Village Board Minutes dated 12/03/2018; Committee of the Whole Minutes dated 12/03/2018
2. Resolution Accepting the Erosion Control Work, Storm Sewer and Water Main Improvements for the Property Located at 1100 Orchard Gateway Boulevard
3. Resolution Accepting Erosion Control work, Mass Grading, Storm Sewer and Water Main Improvements for the Property Located at 400 Mitchell Road
4. Pay Request No. 1 to A Lamp Concrete Contractors Inc. for the Monroe Alley Project in the Amount of **213,750.45**
5. Pay Request No. 5 to Layne Christensen for the Well 8 Drilling Project in the Amount of **\$97,683.75**
6. Bills List dated 12/10/2018 in the Amount of **\$718,004.16**

**NEW BUSINESS**

1. Approval of an Intergovernmental Agreement with Kendall County Regarding Security and Operations for the Police Records Management System
2. Approval of an Intergovernmental Agreement with Kendall County Regarding Licensing and Maintenance Fees for the Police Records Management System in the Amount of **\$14,332.16**
3. Approval of an Ordinance Amending Title 17 of the North Aurora Code Regarding Solar Energy Collection Panels
4. Approval of an Ordinance Approving a Temporary Use Permit for the Property at 1175 Oak Street North Aurora, Illinois as a Place of Religious Worship
5. Approval of an Agreement with Rempe-Sharpe in the Amount of **\$21,000** to perform Consulting Engineering Services for the Sanitary Sewer Televising Project

6. Approval of a Resolution to Approve an Amendment to the Village of North Aurora Purchasing Policy

## **OLD BUSINESS**

## **COMMITTEE REPORTS**

## **TRUSTEES' COMMENTS**

## **ADMINISTRATOR'S REPORT**

## **ATTORNEY'S REPORT**

## **VILLAGE DEPARTMENT REPORTS**

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

## **EXECUTIVE SESSION**

## **ADJOURN**

Initials JB

**VILLAGE OF NORTH AURORA  
VILLAGE BOARD MEETING MINUTES  
DECEMBER 3, 2018**

**CALL TO ORDER**

Mayor Dale Berman called the meeting to order.

**SILENT PRAYER – MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Police Chief David Fisher, Village Attorney Kevin Drendel.

**PUBLIC HEARINGS**

**1. Truth in Taxation for 2018 Property Tax Levy**

Mayor Berman opened the public hearing. Finance Director Bill Hannah noted that the proposed tax levy is 2.6% more than last year's extension. This levy is less than what is allowed by PTELL statutes. There were no comments. Mayor Berman closed the public hearing.

**2. Hearing on Property Tax Levy increase greater than 5% for the Waterford Oak Special Service Area #4**

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

**3. Hearing on Property Tax Levy increase greater than 5% for the Oak Hill Special Service Area #7**

**Beth Eggers, 141 Greenview Court, North Aurora** – questioned the need for the SSA due to a resident's concern that his property is eroding. Eggers said if a person lives by a retention pond, it will erode over time. To apply an SSA or charge the homeowner more, to resolve the issue is detrimental. Village Administrator Steve Bosco stated that Oak Hill has a Special Service Area. The HOA had concerns with the level of the pond and erosion along the shoreline. Bosco said that he attended a meeting with the HOA a couple of months ago and heard from some of the residents. The Village has an SSA that was being levied at zero dollars. The HOA wants the village to levy a tax on that SSA in order to collect funds to do work on the pond. Two issues of concern were identified. One is that if pond levels are high, the channel of water that goes to the wetland area might only be high because it is blocked by vegetation and rocks. There is about \$2200 available to the SSA that was held over from years ago. That can be used to have a company come out and clear some of those rocks. The HOA has asked for \$10,000 to be levied to have money to do the work. Since the village is in control of the HOA, it does not want to put

a tax on residents unless it knows what the issues are. Therefore, the Village has lowered the request to \$5000. The Village is looking to levy \$5000 on the HOA to hire a company to do a pond study to determine if there is any erosion and what can be done. Bosco said it was brought to the Village's attention that rates have not been raised on the HOA in 10 – 12 years and they have had trouble getting a quorum of people to come to the meetings in order to even raise the HOA fees which is why they came to the Village. The HOA feels that if they do not have the SSA to do the study, they will never get a study done to do future work. The average homeowner would see an increase of \$50 to \$55 a year for the SSA.

Bosco said that just because it is levied at \$5000 this year, does not mean that once the study is done, that it can't go back to zero, if nothing has to be done. If work is recommended, the HOA can go back to the residents with the information. It does not mean the village has to have a levy of \$5000 or \$10,000 every year.

**Dave Smith, 51 Pinehill Drive, North Aurora** – asked if the tax revenue would be generated in 2020. Finance Director Bill Hannah said it would be collected in calendar year 2019. Smith asked if the Village has any history of doing this type of repair work. Bosco said work of this nature was done in Oak Hill in the past. At the time, the SSA had roughly a little more than \$30,000. The Village thought there was an issue with the pond 5 years ago. They used the SSA money to hire an engineer. They and the Village's Public Works Department hired a company to assess the pond. There was some erosion control needed and plantings were put in. Bosco said when you do any type of pond work there would be an ongoing maintenance plan. There needs to be a maintenance of the pond. A study needs to be done first and a landscape management company would do the assessment. Smith asked if the \$2200 would be credited towards the \$5000. Bosco said yes and that it can also be used to hire a landscape company to help move the rocks that are in the spillway and possibly alleviate concerns regarding the high water table.

There were no further comments. Mayor Berman closed hearing.

**4. Hearing on Property Tax Levy Increase greater than 5% for the Timber Oaks Special Service Area #8**

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

**5. Hearing on Property Tax Levy Increase greater than 5% for the Pinecreek (Phase III) Special Service Area # 9**

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

**6. Hearing on Property Tax Levy Increase greater than 5% for the Willow Lakes Special Service Area #11**

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

**7. Hearing on Property Tax Levy Increase greater than 5% for the North Towne Centre Special Service Area #32**

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

**8. Hearing regarding the Establishment of Special Service Area 42 in the Village of North Aurora (Lincoln Valley on the Fox Development)**

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

**9. Hearing Regarding the Establishment of Special Service Area 43 in the Village of North Aurora (Springs at Orchard Road Residential Development)**

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

**10. Hearing Regarding the Establishment of Special Service Area 44 in the Village of North Aurora (Springs at Orchard Road Commercial Development)**

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

**AUDIENCE COMMENTS** – None

**TRUSTEE COMMENTS**

Trustee Guethle thanked Staff for fixing a problem with a blinking street light in town.

**CONSENT AGENDA**

- 1. Village Board Minutes dated 11/19/18; Committee of the Whole Minutes dated 11/19/18**
- 2. 2019 Meeting schedules for the Village Board Meetings; Committee of the Whole Meetings; Plan Commission Meetings and Trustee Committee Meetings**
- 3. Bills List dated 12/3/18 in the Amount of \$119,940.48**

Motion for approval made by Trustee Lowery 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 the Messenger Public Library Resolution of the Board of Library Trustees for .02% Maintenance Tax**

Motion for approval made by Trustee Curtis and seconded by Trustee Guethle. **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 for the Levy and Assessment of Taxes in and for the Village of North Aurora, Kane County, Illinois for the Fiscal Year Beginning June 1, 2018 and Ending May 31, 2019**

Motion for approval made by Trustee Carroll and seconded by Trustee Lowery. Trustee Curtis confirmed that this would not have an increase in the total tax assessment per individual homeowner. **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).**

**3. Approval of an Ordinance Levying the Taxes for the Waterford Oaks Special Service Area #4 for the Fiscal Year beginning June 1, 2018 and ending May 31, 2019**

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).**

**4. Approval of an Ordinance Levying the Taxes for the Oak Hill Special Service Area #7 for the Fiscal Year Beginning June 1, 2-018 and ending May 31, 2019**

Motion for approval made by Trustee Curtis 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).**

**5. Approval of an Ordinance Levying the Taxes for the Timber Oaks Special Service Area #8 for the Fiscal Year beginning June 1, 2018 and ending May 31, 2019.**

Motion for approval made by Trustee Carroll and seconded by Trustee Guethle. **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).**

**6. Approval of an Ordinance Levying the Taxes for the Pinecreek (Phase III) Special Service Area #9 for the Fiscal Year beginning June 1, 2018 and ending May 31, 2019**

Motion for approval made by Trustee Guethle 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).**

**7. Approval of an Ordinance Levying the Taxes for the Willow Lakes Special Service Area #11 for the Fiscal Year beginning June 1, 2018 and ending May 31, 2019**

Motion for approval made by Trustee 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).**

**8. Approval of an Ordinance Levying the Taxes for the North Towne Centre Special Service Area #32 for the Fiscal Year beginning June 1, 2018 and ending May 31, 2019**

Motion for approval made by Trustee Carroll and seconded by Trustee Guethle. Trustee Curtis asked why the amount is so large. Bill Hannah explained that the cost of maintenance for that service area for the retention areas has been in the range of \$15,000 - \$20,000 a year and the Village is trying to catch up to what the current costs of maintenance are for the NA Towne Centre. **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).**

**9. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2018 to pay Debt Service on \$6,885,000 General Obligation Refunding Bonds, Series 2014 (Alternate Revenue Source)**

Motion for approval made by Trustee Guethle 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).**

**10. Approval of an Ordinance Abating the Tax Heretofore Levied for the Year 2018 to Pay Debt Service on \$5,800,000 General Obligation Bonds, Series 2017 (Alternate Revenue Source)**

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).**

**11. Approval of an Ordinance Establishing Special Service Area 42 in the Village of North Aurora (Lincoln Valley on the Fox Development)**

Motion for approval made by Trustee Guethle 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).**

**12. Approval of an Ordinance Establishing Special Service Area 43 in the Village of North Aurora (Springs at Orchard Road Residential Development)**

Motion for approval made by Trustee Guethle 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).**

**13. Approval of an Ordinance Establishing of Special Service Area 44 in the Village of North Aurora (Springs at Orchard Road Commercial Development)**

Motion for approval made by Trustee Guethle and seconded by Trustee Martinez. **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).**

**14. Approval of an Agreement with Melrose Pyrotechnics for the July 3, 2019 Fireworks in the Amount of \$25,000**

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).**

**15. Approval of an Engineering Agreement with Rempe-Sharpe Engineering for the 2019 Street Maintenance Project in an Amount of \$137,430.00**

Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. **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).**

## **16. Approval of an Ordinance Amending Title 9, Chapter 9.24 of the North Aurora Municipal Code Prohibiting Truancy**

Chief Fisher noted that there was one change per Trustee Carroll's suggestion from the last meeting. The change was in reference to section A which dealt with jurisdictional issues with kids living in North Aurora but attending schools in other towns. It allows the Village to enforce the ordinance in these cases as well. Motion for approval made by Trustee Carroll 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).**

**OLD BUSINESS** – None

**COMMITTEE REPORTS** - None

## **TRUSTEES' COMMENTS**

Trustee Gaffino complemented the Public Works department for their work on the last snow storm. Laskowski said the village received 7.9 inches of snow.

## **ADMINISTRATOR'S REPORT**

Village Administrator Steve Bosco mentioned that the Village had to halt its leaf pick-up program temporarily due to the storm. The Village was working on the east side of town at the time. The Village only has 6 people on staff in the streets department and only 2 leaf pick up vehicles. The trucks had to be converted to snow plows. The village received a lot of complaints from residents on the northeast side of town and the village is looking at some different things that can be done for next year. Crews were sent out this morning and got a significant amount of the leaf pickup finished. The village only has the very far northeast side of town and a couple of areas in the Pinecreek subdivision left to do.

Trustee Carroll said he understands the issue with the leaf pickup, but this storm was very early in the season and very unusual so this issue may not happen again.

Trustee Martinez said he spoke to a mother who was concerned with snow being packed in corners where bus stops are located. Another concern was with safety since some children are using the snow hills as ramps and run the risk of sliding into the street and possibly getting hit by a car. Public Works Director John Laskowski said that there is a relationship with the school district in which the bus driver would shift the bus stop to the next nearest driveway that is clear. The Village can work with the school district to inform them, the parents and students that in those cases the stop would be moved to the driveway for safety concerns.

**ATTORNEY'S REPORT** - None



## **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 Guethle and seconded by Trustee Curtis. All in favor.

**Motion approved.**

Respectfully Submitted,

Lori J. Murray  
Village Clerk

**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
DECEMBER 3, 2018**

**CALL TO ORDER**

Mayor Berman called the meeting to order.

**ROLL CALL**

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

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Bill Hannah, Community & Economic Development Director Mike Toth, Public Works Director John Laskowski, Police Chief David Fisher, Village Attorney Kevin Drendel.

**1. SOLAR PANEL TEXT AMENDMENT**

Community & Economic Development Director Mike Toth stated that the intent of the ordinance is to make sure that solar panels are not a visual nuisance. The village is seeing more permits for solar panels, however, a lot have been denied since the ordinance states that the panels cannot cover more than 25% of the roof area. This has gone to the Plan Commission for amendment. It will remain as before where the solar panels cannot be placed on the front of the house or on a roof pitched toward a right-of-way. However, the remaining roof area can be covered at 100%.

Trustee Lowery said that he was very much in favor of allowing solar panels on all surfaces of residential roofs. Lowery said that as we progress in the future, we will have to rely on energy that is not fossil fuel based. On an aesthetic basis, Lowery said he was not sure he would agree to limit the placement of the panels. Lowery asked that the trustees keep an open mind to allow for these solar panels to be mounted on the front of houses as well as the back. Toth noted that technology shows that the solar panels work best when mounted on the southern elevation of a home.

Trustee Curtis said she would like to be respectful of the neighbors and would prefer to take small steps in allowing the solar panels. Curtis said she has seen a lot of houses out west that have large panels and she would not want to look at those from her home. Curtis suggested allowing 50% roof area coverage of the rear roof line for now.

Trustee Guethle asked how many permits for solar panels have been requested in the village. Toth said he has received between 10 and 15.

Trustee Carroll said he is in favor of solar panels. However, if the panels work best on the southern exposure and a house faces south, that homeowner would be forced to request a variance. Carroll said he believes in clean energy and the Village could be very progressive as a

community in promoting this along the Fox Valley. The rest of the Board was in favor of solar panels as proposed.

**ADJOURNMENT**

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

**Motion approved.**

Respectfully Submitted,

Lori J. Murray  
Village Clerk



## REMPE-SHARPE

& Associates, Inc.

### Principals

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

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

### CONSULTING ENGINEERS

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

November 26, 2018

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

Attn: Mike Toth

Re: Opus East Warehouse Acceptance

File: NA-559

Dear Mike,

Rempe-Sharpe has reviewed the Opus East development constructed in 2015, relative to closure of Public Surety and Acceptance:

- Kane/DuPage SWCD has closed their permit;
- As built plans reviewed by Rempe-Sharpe and found to be complete;
- Storm System inspected verifying no silt entry into large diameter storm;
- All IEPA operation permits issued, NOI terminated;
- Water Main inspected with Village relative to operating valves and found to be fully functional; and,
- No Village staff comments have been forwarded other than Mike Toth noting that the security fence installed by the developer will need to be confirmed by the Village Board as an acceptable variance (simultaneous to bond closure).

### Bond Reduction Summary

Original Bond Amount	\$755,541.00
Previous Authorized Reductions (July 2016)	- \$619,617.50
Present Subdivision Improvement Bond Balance	\$135,923.50
 This Recommended Reduction	 - \$135,923.50
 Balance	 \$ 0.00 *

\* After Bill of Sale Submitted

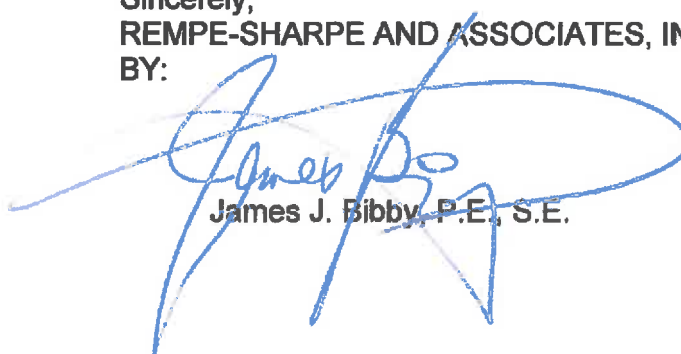
Village of North Aurora  
Attn: Mike Toth

Opus East Warehouse Acceptance  
November 26, 2018  
Page 2 of 2

Therefore, the Village engineer recommends that the Village close the one (1) year maintenance period for Opus East, and upon receipt of a Bill of Sale of Public Improvements from Opus LLC., the Village can consider full reduction and release of the Bond.

Please feel free to call with any issues or questions that arise.

Sincerely,  
REMPE-SHARPE AND ASSOCIATES, INC.  
BY:



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

**Attachment**

P.C. Steve Bosco, Village of North Aurora  
Bill Hannah, Village of North Aurora  
Paul Zabel, Village of North Aurora  
Cindy Torracco, Village of North Aurora  
John Laskowski, Village of North Aurora  
Paul Young, Village of North Aurora  
Kevin Drendel, Drendel and Jansons Law Group

VILLAGE OF NORTH AURORA

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

**RESOLUTION ACCEPTING THE EROSION CONTROL WORK, STORM, SEWER AND  
WATER MAIN IMPROVEMENTS FOR THE PROPERTY LOCATED AT 1100 ORCHARD  
GATEWAY BOULEVARD IN NORTH AURORA TOWNE CENTRE**

WHEREAS, the Village of North Aurora acknowledged the substantial completion of the improvements associated with the property located at 1100 Orchard Gateway Boulevard in the North Aurora Towne Centre Development by Resolution #R16-08-01-02 dated August 1, 2016, and the one-year maintenance requirement began from and after that date; and

WHEREAS, the Developer has completed and satisfied all of the one-year maintenance obligations for the Public Improvements as acknowledge by the Village Engineer.

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby indicates its agreement to accept the Public Improvements pursuant to a completed and executed Bill of Sale in the form attached hereto and incorporated herein by reference as Exhibit "1".
3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law, and the Public Improvements shall be considered accepted from an after the tender of an executed Bill of Sale in the form of Exhibit A.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 3<sup>rd</sup> day of December, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 3<sup>rd</sup> day of December, 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.

ATTEST:

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

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

**BILL OF SALE  
FOR THE TRANSFERRING OF PUBLIC IMPROVEMENTS  
FROM DEVELOPER TO VILLAGE OF NORTH AURORA  
1100 Orchard Gateway Boulevard**

KNOW ALL MEN BY THESE PRESENTS, **MP North Aurora East, LLC** in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant, sell, transfer, and deliver to the Village of North Aurora, a Municipal Corporation of Illinois, located in Kane County, Illinois (Village), the following goods, chattels, and other items of personal property installed by or on behalf of the developer at the direction of the Village and pursuant to the obligations of the developer to the Village:

1. Each and every part and item of the system of storm sewers, lined culverts and paved drainage ways and other items of personalty for the retention or detention of storm and surface waters for the purpose of the collection, transport and flow of surface and storm waters anywhere within the Village.
2. Each every part and item of the system for the collection, transportation and treatment of sewage anywhere in the Village with the exception of those pipes that transport the sewage of a single building into a common sewer commonly known as a house service and with the exception of pipes in excess of fifteen inches (15") in diameter which shall belong to Fox Metro Wastewater District.
3. Each and every part and item of the system for the distribution of water anywhere in the Village except the pipe that transports water from the buffalo box to a single building commonly known as house service.
4. Each and every part and item of the system for the lighting of streets located in street right-of-ways which were accepted at platting.
5. Each and every part and item of any other public improvement that is an item of personalty to be transferred to the Village of North Aurora pursuant to the Annexation Agreement and development plans for the development identified herein.

**MP North Aurora East, LLC** hereby represents that all of the items of personalty being transferred by this Bill of Sale, including without limitation, the storm sewer, storm and surface water retention and detention, sanitary sewer and water distribution system, sidewalks, and all other public improvements installed by the developer to date in the development known as **Opus East** have all been constructed within publicly dedicated rights-of-way or easements granted for the purpose of those public improvements.

EXHIBIT 1

Bill of Sale  
Page 2

The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village, with the exceptions noted, the ownership in all items of personalty that comprise the storm sewer, storm and surface water retention and detention, sanitary sewer and water distribution system and other public improvements installed by or on behalf of the Developer to date within the Village relating to a development known as **Opus East**.

MP North Aurora East, LLC does hereby covenant that it is the lawful owner of the goods, chattels and personalty described above; that such items are free from all encumbrances; that the MP North Aurora East, LLC has the right to sell the same as aforesaid; that the developer warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of the Developer upon which the Village is intended to rely.

This Bill of Sale is conditioned on and subject to formal acceptance by resolution of the Village Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_





## REMPE-SHARPE

& Associates, Inc.

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### Principals

J. Bibby  
D. A. Watson

P.E., S.E.  
P.E.

B. Aderman  
B. Bennett  
L. Vo

P.E.  
P.E. CFM  
P.E.

### CONSULTING ENGINEERS

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

Village of North Aurora  
255 East State Street  
North Aurora, IL 60547  
Attn: Mike Toth

Re: Liberty South  
NA - 519

Dear Mike,

The Liberty South project was developed in 2015, and punch list substantially accepted in 2016. The following permits have now been closed as requested by the Village of North Aurora:

- U.S. Army Corp. of Engineers
- Kane-DuPage SWCD (soil erosion)
- IEPA NOI stormwater
- IEPA Sanitary Construction
- IEPA Watermain Construction
- Fox Metro Approval of Sanitary

In addition, Village engineering and Public Works have confirmed that these are no longer outstanding issues or punch list comments in public improvements. Also, the as-built plans for the project have been reviewed by the Village and Rempe-Sharpe confirming stormwater management meets Kane County Ordinance requirements.

We therefore recommend that the Village Board consider:

- Acknowledge completion of one (1) year maintenance period
- Accept Bill of Sale of Public Improvements for Liberty South
- Accept the public improvements as completed
- Close/return the Bond held as public security therefore.
  - Western Surety #58710867 \$172,804.31
  - \$172804.31 This Final Reduction
  - 0.00 Balance Extended

Please call if there is any question or issue in this acceptance cycle.

Sincerely,

  
James Bibby, P.E.

P.C.: Steve Bosco  
Bill Hannah  
John Lasbowski  
Kevin Drendle

# Western Surety Company

Bond# 58710867

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**William T Fry, Jenna Leigh Crooks, Individually**

of Glen Mills, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of November, 2012.



WESTERN SURETY COMPANY

*Paul T. Brufat*

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha }

SS

On this 13th day of November, 2012, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October 2014.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Western Surety Company  
Three Radnor Corp. Center  
100 Matsonford Road, Suite 200  
Radnor, PA 19087

Bond No. 58710867

MAINTENANCE BOND

Know all men by these presents that we, LIBERTY ILLINOIS, LP, 25 Northwest Point Blvd., Elk Grove, IL 60007 as Principal, hereinafter called Principal, and WESTERN SURETY COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto VILLAGE OF NORTH AURORA, 25 East State Street, North Aurora, IL 60542 as Oblige, in the amount of One Hundred Seventy Two Thousand Eight Hundred Four Dollars and Thirty One Cents (\$172,804.31) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the Principal entered into an agreement with the Oblige for Liberty - Mitchell Road Improvements for Village of North Aurora, file NA-520 per Rempe-Sharpe & Associates, Inc., engineering firm documentation, such improvements completed per engineer letter dated October 29, 2014.

And whereas, the Oblige requires a guarantee from the Principal against defective materials and workmanship in connection with said improvements as stipulated in subdivision documents filed with Oblige,

Now, therefore, if the Principal shall make any repairs or replacements which may become necessary during the period of ONE YEAR COMMENCING October 29, 2014 and terminating October 29, 2015, because of defective materials or workmanship in connection with said agreement of which defectiveness the Obliges shall give the Principal and Surety written notice within thirty (30) days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Signed and Sealed this 30th day of October, 2014.

Liberty Illinois, LP

  
Witness

By: 

Western Surety Company

  
Witness

By: 

Jenna Leigh Crooks, Attorney-in-Fact

VILLAGE OF NORTH AURORA

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

**RESOLUTION ACCEPTING EROSION CONTROL WORK, MASS GRADING, STORM,  
SEWER AND WATER MAIN IMPROVEMENTS FOR THE PROPERTY LOCATED AT 400  
MITCHELL ROAD, NORTH AURORA**

WHEREAS, the Village of North Aurora acknowledged the substantial completion of the improvements associated with the property located at 400 Mitchell Road by Resolution #R17-11-20-01 dated November 20, 2017, and the one-year maintenance requirement began from and after that date; and

WHEREAS, the Developer has completed and satisfied all of the one-year maintenance obligations for the Public Improvements as acknowledge by the Village Engineer.

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

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby indicates its agreement to accept the Public Improvements pursuant to a completed and executed Bill of Sale in the form attached hereto and incorporated herein by reference as Exhibit "1".
3. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law, and the Public Improvements shall be considered accepted from an after the tender of an executed Bill of Sale in the form of Exhibit A.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 3<sup>rd</sup> day of December, 2018, A.D.

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this 3<sup>rd</sup> day of December, 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.

ATTEST:

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

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

**BILL OF SALE  
FOR THE TRANSFERRING OF PUBLIC IMPROVEMENTS  
FROM DEVELOPER TO VILLAGE OF NORTH AURORA  
400 Mitchell Road**

KNOW ALL MEN BY THESE PRESENTS, Liberty Illinois, LP in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, does hereby grant, sell, transfer, and deliver to the Village of North Aurora, a Municipal Corporation of Illinois, located in Kane County, Illinois (Village), the following goods, chattels, and other items of personal property installed by or on behalf of the developer at the direction of the Village and pursuant to the obligations of the developer to the Village:

1. Each and every part and item of the system of storm sewers, lined culverts and paved drainage ways and other items of personalty for the retention or detention of storm and surface waters for the purpose of the collection, transport and flow of surface and storm waters anywhere within the Village.
2. Each every part and item of the system for the collection, transportation and treatment of sewage anywhere in the Village with the exception of those pipes that transport the sewage of a single building into a common sewer commonly known as a house service and with the exception of pipes in excess of fifteen inches (15") in diameter which shall belong to Fox Metro Wastewater District.
3. Each and every part and item of the system for the distribution of water anywhere in the Village except the pipe that transports water from the buffalo box to a single building commonly known as house service.
4. Each and every part and item of the system for the lighting of streets located in street right-of-ways which were accepted at platting.
5. Each and every part and item of any other public improvement that is an item of personalty to be transferred to the Village of North Aurora pursuant to the Annexation Agreement and development plans for the development identified herein.

Liberty Illinois, LP hereby represents that all of the items of personalty being transferred by this Bill of Sale, including without limitation, the storm sewer, storm and surface water retention and detention, sanitary sewer and water distribution system, sidewalks, and all other public improvements installed by the developer to date in the **development located at 400 Mitchell Road** have all been constructed within publicly dedicated rights-of-way or easements granted for the purpose of those public improvements.

EXHIBIT 1

Bill of Sale  
Page 2

The object of this Bill of Sale is to grant, sell, transfer and deliver to the Village, with the exceptions noted, the ownership in all items of personalty that comprise the storm sewer, storm and surface water retention and detention, sanitary sewer and water distribution system and other public improvements installed by or on behalf of Liberty Illinois, LP to date within the Village relating to the **development located at 400 Mitchell Road.**

Liberty Illinois, LP does hereby covenant that it is the lawful owner of the goods, chattels and personalty described above; that such items are free from all encumbrances; that the Liberty Illinois, LP has the right to sell the same as aforesaid; that the Liberty Illinois, LP warrants and will defend the same against the lawful claims and demands of all persons; and that the execution of this Bill of Sale is an authorized act of Liberty Illinois, LP upon which the Village is intended to rely.

This Bill of Sale is conditioned on and subject to formal acceptance by resolution of the Village Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_



REMPE-SHARPE  
& Associates, Inc.

Principals

J. Bibby P.E., S.E.  
D.A. Watson P.E.  
-----  
B. Aderman P.E.  
B. Bennett P.E., CFM  
L. Vo P.E.

CONSULTING ENGINEERS

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

December 5, 2018

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

Attn: Steve Bosco

Re: Monroe Alley  
Pay Request No. 1, Partial

File: NA-607

Dear Steve,

Rempe-Sharpe & Associates, Inc. has completed the review of Pay Request No. 1, Partial as submitted by A Lamp Concrete Contractors, Inc. for the Monroe Alley Improvements. The amount of payment requested is Two Hundred Thirteen Thousand, Seven Hundred Fifty Dollars and Forty- Five Cents (\$213,750.45).

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 1, Partial (1 copy).
2. Pay Request No. 1, Partial in the amount of \$213,750.45 (1 copy).
3. The Engineer's Approval of Payment No. 1, Partial in the amount of \$213,750.45 (3 copies).

The Contractor has successfully completed all underground improvements, including service connections. We therefore recommend payment of all approved quantities to date, less 10% retention, upon approval by Kane County of their review of the certified payroll and payment request.

Rempe-Sharpe & Associates, Inc. recommends approval of Pay Request No. 1, Partial in the amount of \$213,750.45. Upon the Village of North Aurora's approval, please sign all three copies of the Approval of Pay Request No. 1 Partial. Send one signed copy of the Approval of Pay Request No. 1, Partial to A Lamp Concrete Contractors, Inc., one signed copy to Rempe-Sharpe & Associates, Inc., and retain one signed copy for the Village's records.

If there are any questions, please contact the undersigned.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.

BY:

Bruce Aderman, P.E.

Enclosures

P.C. Bill Hannah, Village of North Aurora  
Paul Young, Village of North Aurora  
John Laskowski, Village of North Aurora  
Cindy Torracco, Village of North Aurora  
Karole Masters, Village of North Aurora  
Julia Thavong, Kane County  
Jim Bibby, Rempe-Sharpe & Associates

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

APPROVAL OF PAYMENT NO. 1, PARTIAL

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PROJECT:	Monroe Alley Improvements	PROJECT NO. :	NA-607
CONTRACTOR:	A Lamp Concrete Contractors, Inc.	APPLICATION DATE:	December 5, 2018
ADDRESS:	1900 Wright Boulevard Schaumburg, IL 60193	FOR PERIOD ENDING:	November 30, 2018
		APPLICATION AMOUNT:	\$213,750.45

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ENGINEER'S APPROVAL

TO: Village of North Aurora

ADDRESS: 25 East State Street  
North Aurora, Illinois, 60542

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

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

REMPE-SHARPE & ASSOCIATES, INC.  
Consulting Engineers

DATE: December 5, 2018

BY: Bruce J. Aderman  
Bruce Aderman, P.E.  
Project Engineer

TITLE:

---

OWNER'S APPROVAL

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

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

VILLAGE OF NORTH AURORA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# A Lamp Concrete Contractors, Inc.

1900 Wright Boulevard  
Schaumburg, IL 60193

Phone (847)891-6000 Fax (847)891-6100

Customer ID 921

VILLAGE OF NORTH AURORA  
25 EAST STATE STREET  
NORTH AURORA, IL 60542

Phone (630) - Fax (630) -  
PAY EST #1 ~ from 11/05/18 to 11/30/18

**Invoice # 16089**

Date 12/04/2018 Page # 1

Job ID 18072

N. AURORA - MONROE ALLEY  
IMPROVEMENTS  
MONROE  
NORTH AURORA, IL 60542

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9001	MOBILIZATION	1.00	LS	\$20,000.00	\$20,000.00
9002	TCP	0.90	LS	\$40,000.00	\$36,000.00
9003	CLEAR & GRUB	85.00	SY	\$9.00	\$765.00
9004	ROOT PRUNING	11.00	EACH	\$130.00	\$1,430.00
9005	UNCON SOIL CERT	1.00	LS	\$4,000.00	\$4,000.00
9006	EROS CNTL BARR				
9007	REM & DISP UNSUIT MATL				
9008	PGE SUBGRADE				
9009	EARTH EXCAVATION				
9010	TOPSOIL F&P 6IN				
9011	SEED CL1 W FERT				
9012	EROS CNT BLANKET				
9013	6IN DIP WM CL 52	14.00	LF	\$95.00	\$1,330.00
9014	8IN DIP WM CL 52	640.00	LF	\$100.00	\$64,000.00
9015	POLY ENCASEMENT	664.00	LF	\$1.00	\$664.00
9016	TRENCH BF CA-6	500.00	CY	\$1.00	\$500.00
9017	8IN NP CONN 8IN WM	2.00	EACH	\$3,850.00	\$7,700.00
9018	8IN NP CONN 4IN WM	1.00	EACH	\$3,600.00	\$3,600.00
9019	8IN PRES CON 12IN WM	1.00	EACH	\$6,500.00	\$6,500.00
9020	8IN RS GATE VALVE	4.00	EACH	\$1,700.00	\$6,800.00
9021	48IN DIA TYA VV FR&LID	3.00	EACH	\$2,600.00	\$7,800.00
9022	60IN DIA TYA VV FR&LID	1.00	EACH	\$3,125.00	\$3,125.00
9023	LINE STOP 4IN W 4IN RS GV	1.00	EACH	\$5,500.00	\$5,500.00
9024	FIRE HYDR W 6IN INLET	2.00	EACH	\$7,200.00	\$14,400.00

Continued

# A Lamp Concrete Contractors, Inc.

1900 Wright Boulevard  
Schaumburg, IL 60193

Phone (847)891-6000 Fax (847)891-6100

Customer ID 921

VILLAGE OF NORTH AURORA  
25 EAST STATE STREET  
NORTH AURORA, IL 60542

Phone (630) - Fax (630) -  
PAY EST #1 ~ from 11/05/18 to 11/30/18

**Invoice # 16089**

Date 12/04/2018 Page # 2

Job ID 18072

N. AURORA - MONROE ALLEY  
IMPROVEMENTS  
MONROE  
NORTH AURORA, IL 60542

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9025	RESTRAINED JOINTS				
9026	VALVE & VALVE BOX REM	4.00	EACH	\$400.00	\$1,600.00
9027	FIRE HYDRANT RELOCATION	1.00	EACH	\$2,500.00	\$2,500.00
9028	WATER SERV CONN 1IN	13.00	EACH	\$2,200.00	\$28,600.00
9029	CURB STOP & BOX 1IN	13.00	EACH	\$175.00	\$2,275.00
9030	WATER SERV PIPE 1IN	440.00	LF	\$4.50	\$1,980.00
9031	6IN SAN SERV REPAIR	20.00	LF	\$55.00	\$1,100.00
9032	SAN MH TO BE ADJ				
9033	AGG FOR BASE REPAIR				
9034	PREPERAION OF BASE	300.00	SY	\$2.80	\$840.00
9035	HMA SURF REM 4IN	300.00	SY	\$10.00	\$3,000.00
9036	DW PAVEMENT REMOVAL				
9037	PCC C&G R&R	16.00	LF	\$40.00	\$640.00
9038	PCC SW R&R	67.00	SF	\$10.00	\$670.00
9039	DETECTABLE WARNINGS				
9040	AGG SHLD 6IN 1 1/2IN WIDE				
9041	AGG BC TY B 12IN OAK ST	16.00	SY	\$15.25	\$244.00
9042	AGG BC TYB 12IN ALLEY	300.00	SY	\$15.25	\$4,575.00
9043	AGG BC TYB 6IN HMA DW				
9044	AGG BC TYB 4IN PCC DW				
9045	BIT MATL PRIME COAT				
9046	BIT MATL TACK COAT				
9047	HMA BIND CRS IL19 N50 2IN				
9048	HMA SURF CRS MIX D N50 2IN				

Continued

# A Lamp Concrete Contractors, Inc.

1900 Wright Boulevard  
Schaumburg, IL 60193

Phone (847)891-6000 Fax (847)891-6100

Customer ID 921

VILLAGE OF NORTH AURORA  
25 EAST STATE STREET  
NORTH AURORA, IL 60542

Phone (630) - Fax (630) -  
PAY EST #1 ~ from 11/05/18 to 11/30/18

**Invoice # 16089**

Date 12/04/2018 Page # 3

Job ID 18072

N. AURORA - MONROE ALLEY  
IMPROVEMENTS  
MONROE  
NORTH AURORA, IL 60542

Phase ID	Description	Job to Date Quantity	U/M	Price	Job to Date Total
9049	HMA SURF CRS MIXD N50 4IN DW				
9050	PCC DW PAVE 6IN W 6X6 WWF				
9051	AGG SURF CRS 10IN CA-6 DW	25.00 SY		\$14.50	\$362.50
9052	PCC COMB B6 12 C&G 4IN AGG				
9053	PCC DW PAVEMENT REMOVAL				
9054	BRACE POWER POLE	5.00 EACH		\$1,000.00	\$5,000.00
Original Contract		339,156.45		Work Completed to Date	237,500.50
Approved Change Orders		0.00		Less Retentions	23,750.05
Current Contract		339,156.45		Net Completed to Date	213,750.45
				Less Net Previously Billed	0.00
Balance to Complete		125,406.00		Net Due This Invoice	213,750.45



CONCRETE CONTRACTORS, INC.

ROAD BUILDERS

Phone: (847) 891-6000

Fax: (847) 891-6100

Commercial • Residential • Municipal

Tuesday, December 04, 2018

**Rempe-Sharpe and Associates, Inc.**

324 States Street

Geneva, IL 60134-0032

Attn: Bruce J. Aderman

A Lamp Job #: 18072

Job Name: North Aurora – Monroe Alley Improvements

Pay Estimate #: 1 ~ Partial

Dear Mr. Aderman,

**A Lamp Concrete Contractors, Inc.** is submitting Pay Estimate #1 for work completed on the above referenced project. We respectfully request that this pay estimate be approved for payment as follows:

Work Completed To Date:	\$	237,500.50
Less Retention (10%):	-	23,750.05
Amount Previously Billed:	-	0.00
Amount Due Current Pay Estimate:	\$	<b>213,750.45</b>

Please find enclosed the original documentation corresponding to this pay estimate as follows:

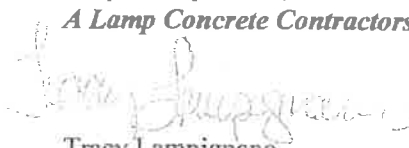
- Invoice #16089
- Pay Application (Previous Quantity – Current Quantity – To Date Quantity)
- Waiver of Lien (Partial)

Based upon the enclosed information, we are requesting payment to **A Lamp Concrete Contractors, Inc.** in the amount itemized above to be released upon board approval at the Village board meeting scheduled on Monday, December 17<sup>th</sup>, 2018 with a check ready to be picked up on Tuesday, December 18<sup>th</sup>, 2018. Please verify receipt of this documentation via email to [tlampignano@alampconcrete.com](mailto:tlampignano@alampconcrete.com).

Thank you for your assistance and prompt attention to this matter. We look forward to continuing a successful partnership in the future. If you have any questions or need further information, please do not hesitate to contact the Accounts Receivable Department at 847-891-6000 extension.

Respectfully Yours,

**A Lamp Concrete Contractors, Inc.**

  
Tracy Lampignano  
Comptroller

**PAY REQUEST NO. 1  
MONROE ALLEY IMPROVEMENTS  
VILLAGE OF NORTH AURORA**

15077  
Monroe Alley

NO	DESCRIPTION	TOTAL UNITS	UNIT	ENGINEER'S ESTIMATE		A LAMP CONCRETE SCHUMBURG, IL		COMPLETE TO DATE		WORK REMAINING	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNITS	TOTAL COST	UNITS	TOTAL COST
1	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	1	\$ 20,000.00
2	Traffic Control and Protection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 40,000.00	\$ 40,000.00	0.50	\$ 20,000.00	0.50	\$ 4,000.00
3	Grading and Grubbing	67	SY	\$ 26.00	\$ 1,742.00	\$ 1.00	\$ 67.00	65	\$ 1,675.00	2	\$ 52.00
4	Asphalt Paving	15	EA	\$ 150.00	\$ 2,250.00	\$ 130.00	\$ 1,950.00	15	\$ 1,950.00	0	\$ 0.00
5	Uncontaminated Soil Containment	1	LF	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ 0.00
6	Erosion Control Barrier (5' Fence)	575	LF	\$ 1.00	\$ 575.00	\$ 1.00	\$ 575.00	575	\$ 575.00	0	\$ 0.00
7	Removal and Disposal of Unusable Material	100	CY	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	100	\$ 2,000.00	0	\$ 0.00
8	Porous Granular Embankment Subgrade	300	CY	\$ 40.00	\$ 12,000.00	\$ 20.00	\$ 6,000.00	300	\$ 6,000.00	0	\$ 0.00
9	Earth Retention	100	CY	\$ 35.00	\$ 3,500.00	\$ 61.00	\$ 6,100.00	100	\$ 6,100.00	0	\$ 0.00
10	Topsoil Fertilizer Place, 6"	750	SY	\$ 10.00	\$ 7,500.00	\$ 5.00	\$ 3,750.00	750	\$ 3,750.00	0	\$ 0.00
11	Seeding Class 1, with Fertilizer	750	SY	\$ 3.00	\$ 2,250.00	\$ 1.00	\$ 750.00	750	\$ 750.00	0	\$ 0.00
12	Erosion Control Barrier	750	SY	\$ 2.50	\$ 1,875.00	\$ 1.00	\$ 750.00	750	\$ 750.00	0	\$ 0.00
13	5" DIP Waterman Class 52	14	LF	\$ 65.00	\$ 910.00	\$ 95.00	\$ 1,330.00	14	\$ 1,330.00	0	\$ 0.00
14	5" DIP Waterman Class 52	868	LF	\$ 75.00	\$ 65,100.00	\$ 100.00	\$ 86,800.00	868	\$ 86,800.00	29	\$ 2,800.00
15	Polyethylene Encasement	654	LF	\$ 1.00	\$ 654.00	\$ 1.00	\$ 654.00	654	\$ 654.00	30	\$ 30.00
16	1/2" x 3/4" x 1/2" CA-6	500	CY	\$ 35.00	\$ 17,500.00	\$ 1.00	\$ 500.00	500	\$ 500.00	0	\$ 0.00
17	6" Non-Pressure Connection/Disconnection to Existing 6" Waterman	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 3,250.00	\$ 6,500.00	2	\$ 6,500.00	0	\$ 0.00
18	4" Non-Pressure Connection/Disconnection to Existing 4" Waterman	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,800.00	\$ 3,800.00	1	\$ 3,800.00	0	\$ 0.00
19	6" Pressure Connection with Tapping Valve & Sleeve to Existing 12" Waterman	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	0	\$ 0.00
20	8" R/S Gate Valve	5	EA	\$ 3,200.00	\$ 16,000.00	\$ 1,700.00	\$ 8,500.00	5	\$ 8,500.00	0	\$ 0.00
21	18" Dia. Type A Valve Vault with Frame & Lid	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 2,800.00	\$ 8,400.00	3	\$ 8,400.00	0	\$ 0.00
22	30" Dia. Type A Valve Vault with Frame & Lid	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 3,125.00	\$ 9,375.00	3	\$ 9,375.00	0	\$ 0.00
23	Line Stop, 4" with 4" R/S Gate Valve	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	0	\$ 0.00
24	Fire Hydrant with 6" Inlet	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 7,200.00	\$ 14,400.00	2	\$ 14,400.00	0	\$ 0.00
25	Restained Joints	4	EA	\$ 150.00	\$ 600.00	\$ 150.00	\$ 600.00	4	\$ 600.00	0	\$ 0.00
26	Valve & Valve Box to be Removed	4	EA	\$ 150.00	\$ 600.00	\$ 400.00	\$ 1,600.00	4	\$ 1,600.00	0	\$ 0.00
27	Fire Hydrant to be Removed	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	0	\$ 0.00
28	Water Service Connection, 1"	13	EA	\$ 2,000.00	\$ 26,000.00	\$ 2,200.00	\$ 28,600.00	13	\$ 28,600.00	0	\$ 0.00
29	Curb Stop and Box, 1"	13	EA	\$ 750.00	\$ 9,750.00	\$ 175.00	\$ 2,275.00	13	\$ 2,275.00	0	\$ 0.00
30	Water Service Piping 1" Copper, Type K	440	LF	\$ 15.00	\$ 6,600.00	\$ 4.50	\$ 1,980.00	440	\$ 1,980.00	0	\$ 0.00
31	Sanitary Service Piping, 5/8" x 20' AETM 2241 Joint	20	LF	\$ 75.00	\$ 1,500.00	\$ 35.00	\$ 700.00	20	\$ 700.00	0	\$ 0.00
32	Sanitary Manhole to be Asbestos	4	EA	\$ 750.00	\$ 3,000.00	\$ 450.00	\$ 1,800.00	4	\$ 1,800.00	0	\$ 0.00
33	Aggregate for Base Repair	80	Yd	\$ 40.00	\$ 3,200.00	\$ 25.00	\$ 2,000.00	80	\$ 2,000.00	0	\$ 0.00
34	Preparation of Base	950	SY	\$ 1.00	\$ 950.00	\$ 2.80	\$ 2,660.00	300	\$ 840.00	650	\$ 1,820.00
35	HMA Surface Removal 4"	645	DY	\$ 4.00	\$ 2,580.00	\$ 10.00	\$ 6,450.00	300	\$ 3,000.00	345	\$ 3,450.00
36	Driveway Pavement Removal	110	SY	\$ 12.00	\$ 1,320.00	\$ 12.00	\$ 1,320.00	0	\$ 0.00	110	\$ 1,320.00
37	2" C.C. Curb and Gutter Removal & Replace	32	LF	\$ 45.00	\$ 1,440.00	\$ 40.00	\$ 1,280.00	10	\$ 400.00	22	\$ 880.00
38	2" C.C. Sidewalk Removal & Replace	125	SF	\$ 12.00	\$ 1,500.00	\$ 10.00	\$ 1,250.00	0	\$ 0.00	125	\$ 1,500.00
39	Demolition Warnings	15	EA	\$ 25.00	\$ 375.00	\$ 20.00	\$ 300.00	15	\$ 300.00	0	\$ 0.00
40	Aggregate Shoulder, 6" x 1/2" White	45	Yd	\$ 50.00	\$ 2,250.00	\$ 50.00	\$ 2,250.00	0	\$ 0.00	45	\$ 2,250.00
41	Aggregate Base Course, Type B, 12" (Old Street)	16	SY	\$ 20.00	\$ 320.00	\$ 15.25	\$ 244.00	16	\$ 244.00	0	\$ 0.00
42	Aggregate Base Course, Type B, 12" (Alley)	760	SY	\$ 10.00	\$ 7,600.00	\$ 12.25	\$ 9,300.00	300	\$ 3,630.00	460	\$ 4,670.00
43	Aggregate Base Course, Type B, 6" (HMA Driveways)	53	SY	\$ 15.00	\$ 795.00	\$ 8.00	\$ 424.00	0	\$ 0.00	53	\$ 795.00
44	Aggregate Base Course, Type B, 4" (PCC Driveways)	120	SY	\$ 10.00	\$ 1,200.00	\$ 9.00	\$ 1,080.00	0	\$ 0.00	120	\$ 1,200.00
45	Blownout Material (Prime Coat) Includes Aggregate as Required	240	GAL	\$ 0.50	\$ 120.00	\$ 0.01	\$ 2.40	0	\$ 0.00	240	\$ 120.00
46	Blownout Material (Tack Coat) Includes Aggregate as Required	80	GAL	\$ 0.50	\$ 40.00	\$ 0.01	\$ 0.80	0	\$ 0.00	80	\$ 40.00
47	HMA Binder Course, 1 1/2" N-SC 2"	90	Yd	\$ 80.00	\$ 7,200.00	\$ 87.00	\$ 7,830.00	0	\$ 0.00	90	\$ 7,830.00
48	HMA Surface Course, Mix D, N-SC 2"	90	Yd	\$ 85.00	\$ 7,650.00	\$ 101.00	\$ 9,090.00	0	\$ 0.00	90	\$ 9,090.00
49	HMA Surface Course, Mix D, N-SC 4" (Driveways)	60	Yd	\$ 100.00	\$ 6,000.00	\$ 115.00	\$ 6,900.00	0	\$ 0.00	60	\$ 6,900.00
50	PCC Curb and Gutter, 12" x 12" x 24"	400	LF	\$ 25.00	\$ 10,000.00	\$ 25.00	\$ 10,000.00	0	\$ 0.00	400	\$ 10,000.00
51	Aggregate Surface Course, 10" CA-6 (Driveways)	120	SY	\$ 12.00	\$ 1,440.00	\$ 14.50	\$ 1,740.00	21	\$ 304.50	99	\$ 1,435.50
52	PCC Concrete, 6" x 12" Curb & Gutter with 4" Aggregate Base	400	LF	\$ 25.00	\$ 10,000.00	\$ 24.00	\$ 9,600.00	0	\$ 0.00	400	\$ 9,600.00
53	PCC Driveway Pavement Removal	1245	SY	\$ 8.00	\$ 9,960.00	\$ 12.50	\$ 15,562.50	0	\$ 0.00	1245	\$ 15,562.50
54	Grass Power Pole	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	0	\$ 0.00
<b>TOTAL</b>					<b>\$ 336,964.00</b>		<b>\$ 339,156.45</b>	<b>\$232,500.50</b>		<b>\$106,655.95</b>	

1 EA - 1 1/2" WATER CURB -

1 EA - VALVE BOX -

10% RETENTION

12/7-

12/18 - PAYMENT

**PARTIAL WAIVER OF LIEN**STATE OF ILLINOIS  
COUNTY OF COOK

Job #18072 - Pay Estimate #1

Gty # \_\_\_\_\_  
Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of North Aurora to furnish  
Labor, Equipment & Material for Site Work for the premises known as Monroe Alley Improvements  
 of which Village of North Aurora is the owner.

The undersigned, for and in consideration of Two Hundred Thirteen Thousand Seven Hundred Fifty and 45/100 \$213,750.45  
 dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any  
 and all lien or claim of, or right to lien, under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on said  
 above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the  
 monies, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures,  
 apparatus or machinery, furnished by the undersigned for the above-described premises, but only to the extent of payment  
 aforementioned.

DATE: 12/04/18COMPANY NAME: A Lamp Concrete Contractors, Inc.ADDRESS: 1900 Wright Boulevard - Schaumburg, Illinois 60193SIGNATURE and TITLE: Tracy Lampignano, Comptroller**CONTRACTOR'S AFFIDAVIT**STATE OF ILLINOIS  
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

The undersigned, (Name) Tracy Lampignano being duly sworn, deposes and says that he or she is the  
 (Position) Comptroller of (Company Name) A Lamp Concrete Contractors, Inc. who is  
 the contractor furnishing the Labor, Equipment & Material for Site Work work on the premises located at  
Monroe Alley Improvements owned by Village of North Aurora

The total amount of the approved contract is \$339,156.45 on which he/she has received payment of \$0.00  
 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal  
 or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished  
 material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material  
 entering into the construction thereof and the amounts due or to become due to each, and that the items mentioned include all  
 approved labor and material required to complete said work according to the plans and specifications:

Names and Addresses	What For	Contract Price	Amount Paid	This Payment	Balance Due
A Lamp Concrete Contractors, Inc	Labor, Equipment & Material	\$339,156.45	\$0.00	\$213,750.45	\$125,406.00
ALL OTHER MATERIALS FROM FULLY PAID STOCK, DELIVERED IN OUR TRUCKS AND LABOR PAID IN FULL					
Total Labor and Materials to Complete		\$339,156.45	\$0.00	\$213,750.45	\$125,406.00

That there are no other contracts for said work outstanding, and that there is nothing due to any person for approved material, labor or  
 other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 12/04/18Signature: Tracy Lampignano, Comptroller

Subscribed and sworn to before me this  
4th Day of December, 2018

Notary Public

**A LAMP CONCRETE CONTRACTORS, INC.**  
**1900 WRIGHT BOULEVARD**  
**SCHAUMBURG, IL 60193**  
**PHONE (847) 891-6000 FAX (847) 891-6100**

Pay Application #	Date	Terms	Contract Date
1	12/04/18	UPON RECEIPT	09/28/18

CUSTOMER NUMBER 921  
 VILLAGE OF NORTH AURORA  
 25 EAST STATE STREET  
 NORTH AURORA, IL 60542  
 PHONE (630) 897-8228 FAX (630) 897-8258

JOB #: 18072
PROJECT NAME: North Aurora - Monroe Alley Improvements
CONTRACT AMOUNT: \$ 339,156.45
CURRENT PAYMENT: \$ 213,750.45

INVOICE # 15089

PERIOD FROM: 11/05/18	PERIOD TO: 11/30/18
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PH CODE	BID ITEM	ITEM DESCRIPTION	UOM	PLAN QTY	UNIT COST	TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT
9001	1	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	0 \$	-	1 \$	20,000.00	1 \$	20,000.00
9002	2	TRAFFIC CONTROL AND PROTECTION	LS	1	\$40,000.00	\$40,000.00	0 \$	-	0.9 \$	36,000.00	0.9 \$	36,000.00
9003	3	CLEARING AND GRUBBING	SY	85	\$9.00	\$765.00	0 \$	-	85 \$	765.00	85 \$	765.00
9004	4	ROOT PRUNING	EACH	11	\$130.00	\$1,430.00	0 \$	-	11 \$	1,430.00	11 \$	1,430.00
9005	5	UNCONTAMINATED SOIL CERTIFICATION	LS	1	\$4,000.00	\$4,000.00	0 \$	-	1 \$	4,000.00	1 \$	4,000.00
9006	6	EROSION CONTROL BARRIER (SILT FENCE)	LF	575	\$1.00	\$575.00	0 \$	-	0 \$	-	0 \$	-
9007	7	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	100	\$20.00	\$2,000.00	0 \$	-	0 \$	-	0 \$	-
9008	8	POROUS GRANULAR EMBANKMENT SUBGRADE	CY	100	\$20.00	\$2,000.00	0 \$	-	0 \$	-	0 \$	-
9009	9	EARTH EXCAVATION	CY	100	\$61.00	\$6,100.00	0 \$	-	0 \$	-	0 \$	-
9010	10	TOPSOIL FURNISH AND PLACE, 6"	SY	750	\$5.00	\$3,750.00	0 \$	-	0 \$	-	0 \$	-
9011	11	SEEDING CLASS 1 WITH FERTILIZER	SY	750	\$1.00	\$750.00	0 \$	-	0 \$	-	0 \$	-
9012	12	EROSION CONTROL BLANKET	SY	750	\$1.00	\$750.00	0 \$	-	0 \$	-	0 \$	-
9013	13	0" DIP WATER MAIN CLASS 52	LF	14	\$95.00	\$1,330.00	0 \$	-	14 \$	1,330.00	14 \$	1,330.00
9014	14	8" DIP WATER MAIN CLASS 52	LF	668	\$100.00	\$66,800.00	0 \$	-	640 \$	64,000.00	640 \$	64,000.00
9015	15	POLYETHYLENE ENCASEMENT	LF	664	\$1.00	\$664.00	0 \$	-	664 \$	664.00	664 \$	664.00
9016	16	TRENCH BACKFILL, CA-6	CY	500	\$1.00	\$500.00	0 \$	-	500 \$	500.00	500 \$	500.00
9017	17	8" NON PRESSURE CONNECTION/DISCONNECTION TO EXISTING 8" WATER MAIN	EACH	2	\$3,850.00	\$7,700.00	0 \$	-	2 \$	7,700.00	2 \$	7,700.00
9018	18	8" NON PRESSURE CONNECTION/DISCONNECTION TO EXISTING 4" WATER MAIN	EACH	1	\$3,600.00	\$3,600.00	0 \$	-	1 \$	3,600.00	1 \$	3,600.00
9019	19	8" PRESSURE CONNECTION WITH TAPPING VALVE & SLEEVE TO EXISTING 12" WATER MAIN	EACH	1	\$6,500.00	\$6,500.00	0 \$	-	1 \$	6,500.00	1 \$	6,500.00
9020	20	8" RS GATE VALVE	EACH	5	\$1,700.00	\$8,500.00	0 \$	-	4 \$	6,800.00	4 \$	6,800.00
9021	21	48" DIA. TYPE A, VALVE VAULT WITH FRAME & LID	EACH	3	\$2,600.00	\$7,800.00	0 \$	-	3 \$	7,800.00	3 \$	7,800.00
9022	22	60" DIA. TYPE A, VALVE VAULT WITH FRAME & LID	EACH	3	\$3,125.00	\$9,375.00	0 \$	-	1 \$	3,125.00	1 \$	3,125.00
9023	23	LINE STOP, 4" WITH 4" RS GATE VALVE	EACH	1	\$5,500.00	\$5,500.00	0 \$	-	1 \$	5,500.00	1 \$	5,500.00
9024	24	FIRE HYDRANT WITH 6" INLET	EACH	2	\$7,200.00	\$14,400.00	0 \$	-	2 \$	14,400.00	2 \$	14,400.00
9025	25	RESTRAINED JOINTS	EACH	4	\$150.00	\$600.00	0 \$	-	0 \$	-	0 \$	-
9026	26	VALVE & VALVE BOX TO BE REMOVED	EACH	4	\$400.00	\$1,600.00	0 \$	-	4 \$	1,600.00	4 \$	1,600.00
9027	27	FIRE HYDRANT RELOCATION	EACH	1	\$2,500.00	\$2,500.00	0 \$	-	1 \$	2,500.00	1 \$	2,500.00
9028	28	WATER SERVICE CONNECTION 1"	EACH	13	\$2,200.00	\$28,600.00	0 \$	-	13 \$	28,600.00	13 \$	28,600.00
9029	29	CURB STOP AND BOX 1"	EACH	13	\$175.00	\$2,275.00	0 \$	-	13 \$	2,275.00	13 \$	2,275.00
9030	30	WATER SERVICE PIPING, 1" COPPER TY-K	LF	440	\$4.50	\$1,980.00	0 \$	-	440 \$	1,980.00	440 \$	1,980.00
9031	31	8" SANITARY SERVICE REPAIR, SDR 26, ASTM 2241 JOINTS	LF	20	\$55.00	\$1,100.00	0 \$	-	20 \$	1,100.00	20 \$	1,100.00
9032	32	SANITARY MANHOLE TO BE ADJUSTED	EACH	4	\$450.00	\$1,800.00	0 \$	-	0 \$	-	0 \$	-
9033	33	AGGREGATE FOR BASE REPAIR	TON	60	\$25.00	\$1,500.00	0 \$	-	0 \$	-	0 \$	-
9034	34	PREPARATION OF BASE	SY	950	\$2.80	\$2,660.00	0 \$	-	300 \$	840.00	300 \$	840.00
9035	35	HMA SURFACE REMOVAL 4"	SY	645	\$10.00	\$6,450.00	0 \$	-	300 \$	3,000.00	300 \$	3,000.00
9036	36	DRIVEWAY PAVEMENT REMOVAL	SY	110	\$12.00	\$1,320.00	0 \$	-	0 \$	-	0 \$	-
9037	37	PCC CURB AND GUTTER REMOVE & REPLACE	LF	32	\$40.00	\$1,280.00	0 \$	-	16 \$	640.00	16 \$	640.00
9038	38	PCC SIDEWALK REMOVE & REPLACE	SF	135	\$10.00	\$1,350.00	0 \$	-	67 \$	670.00	67 \$	670.00
9039	39	DETECTABLE WARNINGS	SF	16	\$30.00	\$480.00	0 \$	-	0 \$	-	0 \$	-
9040	40	AGGREGATE SHOULDERS, 8" 1.5' WIDE	TON	40	\$50.00	\$2,000.00	0 \$	-	0 \$	-	0 \$	-
9041	41	AGGREGATE BASE COURSE, TYPE B 12" (OAK STREET)	SY	16	\$15.25	\$244.00	0 \$	-	16 \$	244.00	16 \$	244.00

## Page 2 of 3 Pages

Pay Application #	Date	Terms	Contract Date
1	12/04/18	UPON RECEIPT	09/28/18

CONTRACT AMOUNT: \$	339,156.45
CURRENT PAYMENT: \$	213,750.45

PERIOD FROM:	11/05/18	PERIOD TO:	11/30/18
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UNIT PRICING EXTRA TO BASE BIDTOTAL - EXTRAS \$

TOTAL CONTRACT (BASE BID + EXTRAS)	\$ 339,156.45	\$ -	\$ 237,500.50	\$ 237,500.50
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**A LAMP CONCRETE CONTRACTORS, INC.**  
**1900 WRIGHT BOULEVARD**  
**SCHAUMBURG, IL 60193**  
**PHONE (847) 891-6000 FAX (847) 891-6100**

CUSTOMER NUMBER 921  
 VILLAGE OF NORTH AURORA  
 25 EAST STATE STREET  
 NORTH AURORA, IL 60542  
 PHONE (630) 897-8228 FAX (630) 897-8258

INVOICE # 16089

Pay Application #	Date	Terms	Contract Date
1	12/04/18	UPON RECEIPT	09/28/18

JOB #:	18072
PROJECT NAME:	North Aurora - Monroe Alley Improvements
CONTRACT AMOUNT:	\$ 339,156.45
CURRENT PAYMENT:	\$ 213,750.45

PERIOD FROM:	11/05/18	PERIOD TO:	11/30/18
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PH CODE	BID ITEM	ITEM DESCRIPTION	UOM	PLAN QTY	UNIT COST	TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT
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**BILLING SUMMARY FOR JOB**

	CURRENT	TO DATE
Complete to Date	\$ 237,500.50	\$ 237,500.50
Less Other Deduction	\$ -	\$ -
Less Current Retainage @ % 10.00	\$ (23,750.05)	\$ (23,750.05)
Balance	\$ 213,750.45	\$ 213,750.45
Less Previous Payments		\$ -
Total Amount Due	\$ 213,750.45	\$ 213,750.45

PLEASE NOTE THE QUANTITIES LISTED IN THIS PAY  
 ESTIMATE REFLECT ESTIMATED NUMBERS AND  
 ARE NOT FINAL, THUS WE RESERVE THE RIGHT TO  
 ADJUST PAST BILLINGS IN ANY FUTURE PAY  
 ESTIMATES.

PAY REQUEST NO. 1  
MONROE ALLEY IMPROVEMENTS  
VILLAGE OF NORTH AURORA

BY: BA				AWARDED		CONSTRUCTED	
9/11/2018				QUANTITIES		QUANTITIES	
NO.	DESCRIPTION	TOTAL UNITS	UNIT	UNIT PRICE	TOTAL COST	UNITS	TOTAL COST
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00
2	Traffic Control and Protection	1	LS	\$ 40,000.00	\$ 40,000.00	0.90	\$ 36,000.00
3	Clearing and Grubbing	85	SY	\$ 9.00	\$ 765.00	85	\$ 765.00
4	Root Pruning	11	EA	\$ 130.00	\$ 1,430.00	11	\$ 1,430.00
5	Uncontaminated Soil Certification	1	LS	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00
6	Erosion Control Barrier (Silt Fence)	575	LF	\$ 1.00	\$ 575.00	-	\$ -
7	Removal and Disposal of Unsuitable Material	100	CY	\$ 20.00	\$ 2,000.00	-	\$ -
8	Porous Granular Embankment Subgrade	100	CY	\$ 20.00	\$ 2,000.00	-	\$ -
9	Earth Excavation	100	CY	\$ 61.00	\$ 6,100.00	-	\$ -
10	Topsoil Furnish and Place, 6"	750	SY	\$ 5.00	\$ 3,750.00		\$ -
11	Seeding Class 1, with Fertilizers	750	SY	\$ 1.00	\$ 750.00		\$ -
12	Erosion Control Blanket	750	SY	\$ 1.00	\$ 750.00		\$ -
13	6" DIP Watermain, Class 52	14	LF	\$ 95.00	\$ 1,330.00	14	\$ 1,330.00
*14	8" DIP Watermain, Class 52	668	LF	\$ 100.00	\$ 66,800.00	640	\$ 64,000.00
*15	Polyethylene Encasement	694	LF	\$ 1.00	\$ 694.00	664	\$ 664.00
16	Trench Backfill, CA-6	500	CY	\$ 1.00	\$ 500.00	500	\$ 500.00
17	8" Non-Pressure Connection/Disconnection to Existing 8" Watermain	2	EA	\$ 3,850.00	\$ 7,700.00	2	\$ 7,700.00
*18	4" Non-Pressure Connection/Disconnection to Existing 4" Watermain	1	EA	\$ 3,600.00	\$ 3,600.00	1	\$ 3,600.00
19	8" Pressure Connection with Tapping Valve & Sleeve to Existing 12" Watermain	1	EA	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00
20	8" R.S. Gate Valve	5	EA	\$ 1,700.00	\$ 8,500.00	4	\$ 6,800.00
21	48" Dia. Type A, Valve Vault with Frame & Lid	3	EA	\$ 2,600.00	\$ 7,800.00	3	\$ 7,800.00
22	60" Dia. Type A, Valve Vault with Frame & Lid	3	EA	\$ 3,125.00	\$ 9,375.00	1	\$ 3,125.00
23	Line Stop, 4" with 4" R.S. Gate Valve	1	EA	\$ 5,500.00	\$ 5,500.00	1	\$ 5,500.00
*24	Fire Hydrant with 6" Inlet	2	EA	\$ 7,200.00	\$ 14,400.00	2	\$ 14,400.00
*25	Restrained Joints	4	EA	\$ 150.00	\$ 600.00	-	\$ -
26	Valve & Valve/Box to be Removed	4	EA	\$ 400.00	\$ 1,600.00	4	\$ 1,600.00
*27	Fire Hydrant To Be Removed	1	EA	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00
28	Water Service Connection, 1"	13	EA	\$ 2,200.00	\$ 28,600.00	13	\$ 28,600.00
29	Curb Stop and Box, 1"	13	EA	\$ 175.00	\$ 2,275.00	13	\$ 2,275.00
30	Water Service Piping, 1" Copper, Ty-K	440	LF	\$ 4.50	\$ 1,980.00	440	\$ 1,980.00
31	6" Sanitary Service Repair, SDR 26, ASTM 2241 Joints	20	LF	\$ 55.00	\$ 1,100.00	20	\$ 1,100.00
32	Sanitary Manhole to be Adjusted	4	EA	\$ 450.00	\$ 1,800.00	-	\$ -
33	Aggregate for Base Repair	60	TN	\$ 25.00	\$ 1,500.00	-	\$ -
34	Preparation of Base	950	SY	\$ 2.80	\$ 2,660.00	300	\$ 840.00
35	HMA Surface Removal, 4"	645	SY	\$ 10.00	\$ 6,450.00	300	\$ 3,000.00
36	Driveway Pavement Removal	110	SY	\$ 12.00	\$ 1,320.00		\$ -
37	P.C.C. Curb and Gutter Remove & Replace	32	LF	\$ 40.00	\$ 1,280.00	16	\$ 640.00
38	P.C.C. Sidewalk Remove & Replace	135	SF	\$ 10.00	\$ 1,350.00	67	\$ 670.00
39	Detectable Warnings	16	SF	\$ 30.00	\$ 480.00		\$ -
40	Aggregate Shoulder, 6", 1.5' Wide	40	TN	\$ 50.00	\$ 2,000.00		\$ -
41	Aggregate Base Course, Type B, 12" (Oak Street)	16	SY	\$ 15.25	\$ 244.00	16	\$ 244.00
42	Aggregate Base Course, Type B, 10" (Alley)	760	SY	\$ 15.25	\$ 11,590.00	300	\$ 4,575.00
43	Aggregate Base Course, Type B, 6" (HMA Driveways)	53	SY	\$ 9.00	\$ 477.00		\$ -
44	Aggregate Base Course, Type B, 4" (PCC Driveways)	130	SY	\$ 6.00	\$ 780.00		\$ -
45	Bituminous Materials (Prime Coat) Includes Aggregate as Required	240	GAL	\$ 0.01	\$ 2.40		\$ -
46	Bituminous Materials (Tack Coat) Includes Aggregate as Required	80	GAL	\$ 0.01	\$ 0.80		\$ -
47	HMA Binder Course, IL-19.0, N-50 ,2"	90	TN	\$ 97.00	\$ 8,730.00		\$ -
48	HMA Surface Course, Mix D, N-50, 2"	90	TN	\$ 101.00	\$ 9,090.00		\$ -
49	HMA Surface Course, Mix D, N-50, 4" (Driveways)	60	TN	\$ 116.00	\$ 6,960.00		\$ -
50	PCC Driveway Pavement, 6" (with 6x6 WWF)	130	SY	\$ 75.00	\$ 9,750.00		\$ -
51	Aggregate Surface Course, 10", CA-6 (Driveways)	120	SY	\$ 14.50	\$ 1,740.00	25	\$ 362.50
52	PCC Comb. B-6.12 Curb & Gutter with 4" Aggregate Base	403	LF	\$ 24.00	\$ 9,672.00		\$ -
53	PCC Driveway Pavement Removal	2,245	SF	\$ 1.25	\$ 2,806.25		\$ -
54	Brace Power Pole	5	EA	\$ 1,000.00	\$ 5,000.00	5	\$ 5,000.00
	SUBTOTAL			\$339,156.45		\$237,500.50	
	LESS 10% RETAINAGE					\$23,750.05	
	LESS PREVIOUS PAYMENTS					\$0.00	
	TOTAL DUE					\$213,750.45	



## REMPE-SHARPE

& Associates, Inc.

---

### Principals

J. Bibby  
D. Watson

P.E. S.E.  
P.E.

B. Aderman  
B. Bennett  
L. Vo

P.E.  
P.E. CFM  
P.E.

### CONSULTING ENGINEERS

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

December 7, 2018

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

Attn: John Laskowski

Re Well No. 8, Contract No 1 - Drilling  
Pay Request No. 5, Partial

File: NA-469A

Dear Mr. Laskowski

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 5, Partial as submitted by Layne Christensen Company of Aurora, Illinois for the Well No. 8, Contract No. 1 - Drilling Project awarded April 16, 2018 in the amount of \$769,662.00. The amount of payment requested is Ninety-Seven Thousand, Six Hundred Eighty-three Dollars and Seventy-Five Cents (\$97,683.75).

Enclosed, please find copies of the following:

1. Contractor's Application for Payment No. 5, Partial (1 copy).
2. Contractor's Pay Request No. 5, Partial in the amount of \$97,683.75, along with the Contractor's Waiver of Lien and Certified Payroll (1 copy).
3. The Engineer's Approval of Payment No. 5, Partial in the amount of \$97,683.75 (3 copies).

Contractor has completed the site work in preparation for drilling, including the mat for crossing over the high-pressure natural gas transmission main. The contractor has completed drilling the surface hole down to bedrock and has installed the 30-inch surface casing down into the bedrock. The casing has been grouted into place and the contractor has drilled a 25-inch hole and installed the long string casing down 650 feet into the St. Peter's sandstone. The contractor has drilled a 21" hole at a depth of approximately 1340 feet. The well has been developed and test pumped. The plumbness and alignment testing has also been completed. Site cleanup is all that remains.

Village of North Aurora  
Attn: Mr. John Laskowski


Well No. 8, Contract No 1 - Drilling  
December 7, 2018  
Page 2 of 2

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 5, Partial in the amount of \$97,683.75. Upon the Village of North Aurora's approval, please sign all three copies of the Approval for Pay Request No. 5, Partial. Send one copy of the document to the Contractor, Layne Christensen Company., along with Payment No. 5, Partial. Return one signed copy to Rempe-Sharpe and Associates, Inc. and retain one signed copy for the Village's records.

If there are any questions, please contact the undersigned.

Very truly yours,

REMPE-SHARPE AND ASSOCIATES, INC.  
BY:

  
Daniel A. Watson, P.E.  
Principal

Enclosures

P.C. Steve Bosco, Village of North Aurora  
Bill Hannah, Village of North Aurora  
Paul Young, Village of North Aurora  
Cindy Torracco, Village of North Aurora  
Mandy Flatt, Village of North Aurora

**PAY REQUEST NO. 5**  
**WELL NO. 8, CONTRACT NO. 1 - DRILLING**  
**VILLAGE OF NORTH AURORA**

11/30/2018  
DAW

NA-469A

Item #	Item Description	Quantity	Units	AWARDED QUANTITIES		CONSTRUCTED QUANTITIES	
				Unit Price	Extended Price	Quantity	Extended Price
1	Mobilization & Site Cleanup	1	LS	\$182,530.00	\$182,530.00	75%	\$136,897.50
2	Drill 29-inch Hole, (0 ft - 30 ft)	30	LF	\$352.00	\$10,560.00	100%	\$10,560.00
3	26-inch Well Casing - 0.50" Thickness	30	LF	\$200.00	\$6,000.00	100%	\$6,000.00
4	Drill 25-inch Hole, (30 ft - 675 ft)	645		\$305.00	\$196,725.00	100%	\$196,725.00
5	22-inch Well Casing - 0.50" Thickness	675	LF	\$136.00	\$91,800.00	100%	\$91,800.00
6	Cement Shoe, 26-inch	1	EA	\$3,100.00	\$3,100.00	100%	\$3,100.00
7	Cement Shoe, 22-inch	1	EA	\$2,600.00	\$2,600.00	100%	\$2,600.00
8	Cement Grout Installation, Surface Casing	54	CF	\$58.00	\$3,132.00	91%	\$2,842.00
9	Cement Grout Installation, Long String Casing	550	CF	\$32.00	\$17,600.00	65%	\$11,392.00
10	Drill 21-inch Hole, (675 ft - 975 ft)	300	LF	\$248.00	\$74,400.00	100%	\$74,400.00
11	Drill 21-inch Hole, (975 ft - 1345 ft)	370	LF	\$230.00	\$85,100.00	99%	\$83,950.00
12	Furnish, Install, and Remove Test Pump	1	EA	\$47,625.00	\$47,625.00	100%	\$47,625.00
13	Test Pumping for Development and Yield Test	24	HRS	\$420.00	\$10,080.00	100%	\$10,080.00
14	Television Survey	1345	LF	\$2.00	\$2,690.00		\$0.00
15	Well Disinfection	1	LS	\$5,200.00	\$5,200.00	100%	\$5,200.00
16	Earth Excavation	190	CY	\$38.00	\$7,220.00	100%	\$7,220.00
17	Porous Granular Embankment Subbase, 12"	110	CY	\$44.00	\$4,840.00	100%	\$4,840.00
18	Aggregate Access Road (CA-6), 8"	80	TN	\$36.00	\$2,880.00	100%	\$2,880.00
19	Geotechnical Fabric, 8 oz	240	SY	\$2.00	\$480.00	100%	\$480.00
20	Silt Fence w/Construction Fence	400	LF	\$16.00	\$6,400.00	100%	\$6,400.00
21	Seeding, Class 0	300	SY	\$29.00	\$8,700.00		\$0.00
22	NiCor Crossing Matting	1	LSUM	\$9,192.00	\$9,192.00	100%	\$9,192.00
	<b>SUBTOTAL</b>				<b>\$778,854.00</b>		<b>\$714,183.50</b>
	<b>LESS 10% RETAINAGE</b>						<b>\$71,418.35</b>
	<b>LESS PREVIOUS PAYMENTS</b>						<b>\$545,081.40</b>
	<b>TOTAL DUE</b>						<b>\$97,683.75</b>



# INVOICE

Inv No.: 92093884

Page 1 of 1

WATER · MINERAL · ENERGY

## Layne Christensen Company

Remit To:  
P.O. Box 743609  
Los Angeles CA 90074-3609

1016 - Aurora  
PH: 262-246-4646 - FAX: 262-246-4784

CUSTOMER PO#: Contract  
WO#: 00049614  
LAYNE JOB #: 49614

**Sold To:** 10160032  
North Aurora, IL, Village of  
ATTN: Accounts Payable  
25 East State Street  
North Aurora, IL 60542

**Notes:**

INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
11/29/18	12/29/18	MCDONALD, MICHAEL A	SNELTEN, BRIAN M	NET 30
QTY / Units	UOM	----- Remark -----	Unit Price	Total

WELL NO. 8

PAY REQUEST 5

Work Completed to Date: \$714,183.50


1.00	LS	Work Completed this Request	\$108,537.50	\$108,537.50
<b>Sub Total ==&gt;</b>				<b>\$108,537.50</b>

<b>Total Taxable Amount</b>	<b>\$108,537.50</b>
<b>Total Tax Amount</b>	
<b>Total Retainage Amount - 10%</b>	<b>(\$10,853.75)</b>
<b>Total Invoice Amount</b>	<b>\$97,683.75</b>

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

Thank you for your business  
Layne Christensen is an Equal Opportunity Employer  
ORIGINAL

## APPLICATION FOR PAYMENT

<b>OWNER:</b> Village of North Aurora 25 East State Street North Aurora, IL 60542	<b>PROJECT:</b> Well No. 8	<b>APPLICATION NUMBER:</b> 5 <b>CONTRACT WORK:</b> <b>PERIOD ENDING:</b> 11/30/18 <b>CONTRACT WORK:</b> Well No. 8 <b>PROJECT NUMBER:</b> 49614	
<b>CONTRACTOR:</b> Layne Christensen Company 721 W. Illinois Ave. Aurora, IL 60506	<b>Engineer:</b> Rempe-Sharpe and Assoc, Inc. 423 W. State Street Geneva, IL 60134	<b>PERCENT COMPLETE</b> 82.5%  <b>PREPARED BY:</b> Brian Snelten	
			<b>DISTRIBUTION:</b> CONTRACTOR ◀ ARCHITECT ◀ File ◀

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## APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	769,662.00
2. NET CHANGES TO CONTRACT:	9,192.00
3. TOTAL CONTRACT AMOUNT:	778,854.00
4. TOTAL COMPLETED AND STORED TO DATE:	714,183.50
5. RETAINAGE:	
a. 10 % of Completed Work	71,418.35
b. 50 % of Stored Material	-
Total Retainage:	71,418.35
6. TOTAL COMPLETED LESS RETAINAGE:	642,765.15
7. LESS PREVIOUS APPLICATIONS:	545,081.40
8. CURRENT PAYMENT DUE:	97,683.75
9. BALANCE TO FINISH INCLUDING RETAINAGE:	136,088.85

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	-	-
Total:	-	-
Net Changes:	-	-

## CONTRACTOR'S CERTIFICATION:

The Contractor declares that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

<b>CONTRACTOR:</b> Layne Christensen Company	<b>DATE:</b> Nov 21, 2018
State: IL Country: USA	
Subscribed & sworn to before me	
this 21 day of September	
Notary Public Name: Kathy Vance	
Commission Expiration Date: Dec 8, 2018	

## ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

### AMOUNT:

Provide explanation below or attached if amount certified does not match this application amount.  
Initial all figures & markups to agree with certified amount.

<b>ARCHITECT:</b>	<b>DATE:</b>
-------------------	--------------

The Amount Certified is payable to the contractor listed above.

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# PAYMENT APPLICATION DETAIL

APPLICATION NO  
For Period Ending:

5  
11/30/18

FROM: Layne Christensen Company  
WORK: Well No. 8

PROJECT: Well No. 8  
NO: 49614

WORK CATEGORY						COMPLETED WORK					BALANCE TO FINISH	RETAINAGE	QUANTITIES THIS PERIOD
Item No.	Description	Quantity	Description	Unit Price	Scheduled Value	Prev. App. Value	This App.		Total			10%	
A	B				C	D=Prev. (D+E)	Work In Place	Stored Mat.	Value	%	H=C-G	I	J
Created using Paytime for Excel Visit www.Paytime.com for more information													
► Test Wells No. 1 & 2													
1	Mobilization & Site Clean up	1	LS	182,530	182,530	91,265.00	45,632.50	-	136,897.50	75%	45632.50	13,689.75	
2	Drill 29-inch hole (0-30')	30	FT	352	10,560	10,560	-	-	10,560.00	100%	-	1,056.00	
3	26-inch well casing - 0.50" thickness	30	FT	200	6,000	6,000	-	-	6,000.00	100%	-	600.00	
4	Drill 25-inch Hole (30' - 675')	645	FT	305	196,725	196,725	-	-	196,725.00	100%	-	19,672.50	
5	22-inch well casing - 0.50" thickness	675	FT	136	91,800	91,800	-	-	91,800.00	100%	-	9,180.00	
6	Cement Shoe, 26-inch	1	EA	3,100	3,100	3,100	-	-	3,100.00	100%	-	310.00	
7	Cement Shoe, 18-inch	1	EA	2,600	2,600	2,600	-	-	2,600.00	100%	-	260.00	
8	Cement Grout Installation, Surface Casing	54	CF	58	3,132	2,842	-	-	2,842.00	91%	290	284.20	
9	Cement Grout Installation, Long String Casing	550	CF	32	17,600	11,392	-	-	11,392.00	65%	6,208	1,139.20	
10	Drill 21-Inch Hole (675'-975')	300	LF	248	74,400	74,400	-	-	74,400.00	100%	-	7,440.00	
11	Drill 21-Inch Hole (975'-1345')	370	LF	230	85,100	83,950	-	-	83,950.00	99%	1,150	8,395.00	
12	Furnish, Install, Remove Test Pump	1	EA	47,625	47,625	-	47,625.00	-	47,625.00	100%	-	4,762.50	
13	Test Pumping for Development/Yield Test	24	HR	420	10,080	-	10,080	-	10,080.00	100%	-	1,008.00	
14	Television survey	1345	LF	2	2,690	-	-	-	0.00	0%	2,690	0.00	
15	Well Disinfection	1	LS	5,200	5,200	-	5,200	-	5,200.00	100%	-	520.00	
16	Earth Excavtion	190	CY	38	7,220	7,220	-	-	7,220.00	100%	-	722.00	
17	Porous Granular subbase	110	CY	44	4,840	4,840	-	-	4,840.00	100%	-	484.00	
18	Aggregate Access Road	80	TN	36	2,880	2,880	-	-	2,880.00	100%	-	288.00	
19	Geotechnical Fabric, 8 oz	240	SY	2	480	480	-	-	480.00	100%	-	48.00	
20	Silt Fence W/ Construction Fence	400	LF	16.00	6,400	6,400	-	-	6,400.00	100%	-	640.00	
21	Seeding, Class 1	300	SY	29	8,700	-	-	-	0.00	0%	8,700	0.00	
22	Nicor Crossing Matting	1	LS	9,192	9,192	9,192	-	-	9,192.00	100%	-	919.20	
Total Base Contract Work:					778,854	605,646	\$108,537.50	0.00	714,184	92%	64,670.50	71,418.35	
Total Extra Work					-	-	-	-	-	0%	0.00	0.00	
GRAND TOTAL:					778,854	605,646	\$108,537.50	0.00	714,183.50	92%	64,670.50	71,418.35	

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PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS }  
COUNTY OF KANE } SS

Gty # \_\_\_\_\_

Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of North Aurora, IL

to furnish Labor and Materials

for the premises known as Well No. 8

PAY REQUEST NO. 5

of which Village of North Aurora, IL is the owner

THE undersigned, for and in consideration Ninety seven thousand six hundred eighty three dollars and seventy five  
cents (\$ 97,683.75 )Dollars, and other good and valuable considerations, the receipt  
whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim or right of lien under the Statutes  
of the State of Illinois, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the  
monies or other considerations due or to become due from the owner, on account of labor or services, material, fixtures or  
apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given under Our hand \_\_\_\_\_ and seal \_\_\_\_\_ this  
29th day of November 2018



Brian M. Snelten, P.G. – Project Manager  
Layne Christensen Company

SEAL

SEAL

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

# AFFIDAVIT

STATE OF IL

DRAW# 5  
JOB# 49614

THE undersigned, being duly sworn, deposes and says that he/she is the Project Manager  
of Layne Christensen Company who is contractor for the New Well Drilling and testing  
work on the project located at North Aurora Well No. 8  
owned by Village of North Aurora  
That the total amount of the contract including extras is \$ 778,854.00 , on which payment of \$ 97,683.75  
has been previously requested. That all waivers are true, correct, genuine, delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said  
waivers. That the following are the names of parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions  
of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required  
to complete said work according to plans and specifications.

COMPANY NAME ADDRESS ACCTING. CONTACT NAME & PHONE # EMAIL	DESCRIPTION OF WORK OR MATERIALS PROVIDED	CURRENT CONTRACT AMOUNT	PREVIOUS PAYMENT REQUESTED	THIS PAYMENT DISTRIBUTED	BALANCE DUE INCLUDING RETAINAGE
Layne Christensen Company 721 W. Illinois Avenue Aurora, IL 60506	Drilling of well, installation of casing, and test pumping	691,354.26	457,581.66	97,683.75	136,088.85
Taylor Ridge Foundations, Inc. 6710 134th Ave W Taylor Ridge, IL 61284	Driling of 30" surface borehole and installation of 26" casing	13,500.00	13,500.00	-	-
Livingston Pipe & Tube, Inc. PO Box 300 Staunton, IL 62088	Well Casing	68,151.00	68,151.00	-	-
Ozinga Redi Mix PO Box 910 Fankfort, IL 60423	Cement	5,848.74	5,848.74	-	-
Page 1 of 1	TOTALS:	778,854.00	545,081.40	97,683.75	136,088.85

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor  
or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 29th day of November, 2018  
Signature: Brian M. Sullivan

Subscribed and sworn to before me this 29th day of November, 2018  
notary stamp Signature: \_\_\_\_\_

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

APPROVAL OF PAYMENT NO. 5, PARTIAL

---

PROJECT: Well No. 8, Contract No 1 - Drilling	PROJECT NO. :	NA-469A
CONTRACTOR: Layne Christensen Company	APPLICATION DATE:	December 7, 2018
ADDRESS: 721 West Illinois Avenue Aurora, IL 60506	FOR PERIOD ENDING:	November 25, 2018
	APPLICATION AMOUNT:	\$97,683.75

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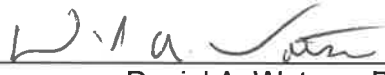
ENGINEER'S APPROVAL

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

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

REMPE-SHARPE & ASSOCIATES, INC.  
Consulting Engineers

DATE: December 7, 2018

BY:   
Daniel A. Watson, P.E.  
TITLE: Vice-President

---

OWNER'S APPROVAL

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

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

VILLAGE OF NORTH AURORA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Accounts Payable

## To Be Paid Proof List

User: bhannah  
 Printed: 12/12/2018 - 4:00PM  
 Batch: 00502.12.2018



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>1st Ayd Corporation</b>						
039020						
PD Custodial Supplies	207.78	01-445-4421	Custodial Supplies	PSI238305	11/28/2018	12/17/2018
Total:	207.78	<b>*Vendor Total</b>				
<b>A Lamp Concrete Contractors, Inc</b>						
467767						
Monroe Alley Pay #1	51,000.00	20-430-4875	Capital Improvements	NA-607-01	12/5/2018	12/17/2018
Monroe Alley Pay #1	162,750.45	21-450-4875	Capital Improvements	NA-607-02	12/5/2018	12/17/2018
Total:	213,750.45	<b>*Vendor Total</b>				
<b>Accela, Inc. #774375</b>						
034670						
Web Payments/Nov 2018	959.00	60-445-4510	Equipment/IT Maint	INV-ACC429	11/30/2018	12/17/2018
Total:	959.00	<b>*Vendor Total</b>				
<b>Aflac</b>						
030540						
AFLAC- Dec 2018	225.58	01-000-2053	AFLAC	403519	11/30/2018	12/17/2018
Total:	225.58	<b>*Vendor Total</b>				
<b>Aftermath, Inc.</b>						
035660						
Squad Clean-up	105.00	01-440-4511	Vehicle Repair and Maint	JC2018-2709	11/28/2018	12/17/2018
Total:	105.00	<b>*Vendor Total</b>				
<b>American Landscape Group, Inc.</b>						
467769						
Parkway Trees(150)	31,350.00	01-445-4532	Tree Service	105	11/30/2018	12/17/2018
Total:	31,350.00	<b>*Vendor Total</b>				
<b>Anderson Pest Solutions</b>						
019770						
VH Pest Control	127.03	01-445-4520	Public Buildings Rpr & Mtce	5007631	12/1/2018	12/17/2018
PD Pest Control	91.00	01-445-4520	Public Buildings Rpr & Mtce	5008493	12/1/2018	12/17/2018
TP Pest Control	85.00	60-445-4567	Treatment Plant Repair/Maint	5008776	12/1/2018	12/17/2018
Well #5 Pest Control	40.00	60-445-4565	Water Well Rpr & Mtce	5010267	12/1/2018	12/17/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	343.03	*Vendor Total				
AT&T Global Services, Inc.						
023770						
Maint Contract/Dec 2018	157.17	01-430-4651	Telephone	IL833368	11/16/2018	12/17/2018
Total:	157.17	*Vendor Total				
B & F Construction						
015600						
Building Inspections- Oct 2018	805.60	01-441-4280	Consulting Fees	10795	11/28/2018	12/17/2018
Total:	805.60	*Vendor Total				
Beacon News						
025450						
Newspaper Renewal	156.00	01-410-4799	Misc. Expenditures	11132018	11/13/2018	12/17/2018
Total:	156.00	*Vendor Total				
Bonnell Industries						
035410						
Leaf Vactor Brake Repair	310.00	01-445-4511	Vehicle Repair and Maint	0182931-IN	11/20/2018	12/17/2018
Total:	310.00	*Vendor Total				
Call One						
043480						
25 E. State Street Lines	188.45	01-430-4651	Telephone	12152018-01	12/15/2018	12/17/2018
25 E. State Street Lines	188.45	01-441-4651	Telephone	12152018-02	12/15/2018	12/17/2018
25 E. State Street Lines	188.46	01-445-4651	Telephone	12152018-03	12/15/2018	12/17/2018
25 E. State Street Lines	188.46	60-445-4651	Telephone	12152018-04	12/15/2018	12/17/2018
314 Butterfield Lines	86.48	01-445-4651	Telephone	12152018-05	12/15/2018	12/17/2018
316 Butterfield Lines	48.78	60-445-4651	Telephone	12152018-06	12/15/2018	12/17/2018
PRI Village Hall/Police Dept	284.16	01-440-4652	Communications	12152018-07	12/15/2018	12/17/2018
PRI Village Hall/Police Dept	284.17	01-430-4652	Communications	12152018-08	12/15/2018	12/17/2018
PRI Village Hall/Police Dept	1,389.75	01-440-4651	Telephone	12152018-09	12/15/2018	12/17/2018
Total:	2,847.16	*Vendor Total				
Coffman Truck Sales, Inc.						
000320						
Plow Operation Repair/Truck #190	238.70	01-445-4511	Vehicle Repair and Maint	1265547	11/30/2018	12/17/2018
Total:	238.70	*Vendor Total				
Comcast Cable						
040740						
VH Internet/Nov 2018	181.54	01-430-4652	Communications	877120061001	10/20/2018	12/17/2018
VH Internet/Dec 2018	181.54	01-430-4652	Communications	877120061001	11/20/2018	12/17/2018
PD Internet/Nov 2018	222.80	01-430-4652	Communications	877120061011	11/30/2018	12/17/2018
Total:	585.88	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Commercial Tire Services, Inc.</b>						
038680						
Flat Repair	31.50	01-445-4520	Public Buildings Rpr & Mtce	3330020845	11/30/2018	12/17/2018
Total:	31.50	<b>*Vendor Total</b>				
<b>Commonwealth Edison</b>						
000330						
Streetlights/4 S. Willowway	98.90	10-445-4660	Street Lighting and Poles	0146092024	11/5/2018	12/17/2018
Streetlights/1901 Orchard Gateway	54.64	10-445-4660	Street Lighting and Poles	0835082016	11/5/2018	12/17/2018
Total:	153.54	<b>*Vendor Total</b>				
<b>Constellation NewEnergy, Inc.</b>						
034130						
Streetlights/2211 River Road	2,271.50	10-445-4660	Street Lighting and Poles	13467056401	11/18/2018	12/17/2018
Total:	2,271.50	<b>*Vendor Total</b>				
<b>D&amp;A Powertrain Components, INC</b>						
467649						
Hose Repair/Truck #179	70.09	01-445-4520	Public Buildings Rpr & Mtce	224237	11/30/2018	12/17/2018
Total:	70.09	<b>*Vendor Total</b>				
<b>Drendel &amp; Jansons Law Group</b>						
028580						
Legal Admin/Fin- Nov 2018	3,566.34	01-430-4260	Legal	03189	11/30/2018	12/17/2018
Legal CommDev- Nov 2018	3,581.35	01-441-4260	Legal	03702	11/30/2018	12/17/2018
Total:	7,147.69	<b>*Vendor Total</b>				
<b>Dun Rite Enterprises</b>						
000430						
VH Window Cleaning/Sept & Oct	600.00	01-445-4520	Public Buildings Rpr & Mtce	4852	11/14/2018	12/17/2018
Total:	600.00	<b>*Vendor Total</b>				
<b>Dustcatchers &amp; Logo Mat, Inc.</b>						
023610						
Rug & Towel Cleaning/PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	55162	11/14/2018	12/17/2018
Rug & Towel Cleaning/PW Garage	32.93	01-445-4520	Public Buildings Rpr & Mtce	55662	11/28/2018	12/17/2018
Total:	65.86	<b>*Vendor Total</b>				
<b>Dynegy Energy Services</b>						
048750						
Well #3 11/5-12/5	207.77	60-445-4662	Utility	14653111812	12/12/2018	12/17/2018
Well #4 11/5-12/5	10,334.33	60-445-4662	Utility	14653111812	12/12/2018	12/17/2018
Well #5 11/6-12/6	10,363.45	60-445-4662	Utility	14653111812	12/12/2018	12/17/2018
Well #5 11/1-12/3	3,245.98	60-445-4662	Utility	14653111812	12/12/2018	12/17/2018
Well #7 11/6-12/6	3,543.21	60-445-4662	Utility	14653111812	12/12/2018	12/17/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	27,694.74	*Vendor Total				
eLineup, LLC						
467623						
Maint Agreement- 1/2019 thru 1/2020	600.00	01-440-4555	Investigations	580	12/4/2018	12/17/2018
Total:	600.00	*Vendor Total				
EMI						
467765						
Lighting Equip	185.55	01-440-4558	Emergency Management	69070	11/12/2018	12/17/2018
Total:	185.55	*Vendor Total				
Euclid Managers						
049670						
Short-Term Disability- Dec 2018	341.64	01-000-2057	Short-Term Disability	12/1-12/31	11/15/2018	12/17/2018
Total:	341.64	*Vendor Total				
Fifth Third Bank						
028450						
Cloud Backup Subscription/Carbonite Backup	629.99	01-430-4512	Website Maintenance	DA112019-01	11/5/2018	12/17/2018
Computer Cart-PD Adjudication/Amazon	105.51	01-430-4420	IT Supplies	DA112019-02	11/19/2018	12/17/2018
Speakers- Laskowski/Amazon	26.47	01-430-4420	IT Supplies	DA112019-03	11/19/2018	12/17/2018
PD Desktops (5) UPS/Amazon	269.94	01-430-4420	IT Supplies	DA112019-04	11/21/2018	12/17/2018
Office Supplies/Office Depot	906.62	01-440-4411	Office Expenses	DC112019-01	10/30/2018	12/17/2018
Office Supplies/Office Depot	347.50	01-440-4411	Office Expenses	DC112019-02	11/16/2018	12/17/2018
Certificate Frame/Michaels	6.45	01-440-4799	Misc.	DF112019-01	11/2/2018	12/17/2018
Department Cmas Cards/VistaPrint	95.43	01-440-4799	Misc.	DF112019-02	11/6/2018	12/17/2018
Membership Dues/IACP	150.00	01-440-4390	Dues & Meetings	DF112019-03	11/13/2018	12/17/2018
Investigation Tool/Lexis Nexis	50.00	01-440-4555	Investigations	JD112019-01	11/2/2018	12/17/2018
Membership Renewal/Illinois Chiefs Of Police	95.00	01-440-4390	Dues & Meetings	JD112019-02	11/2/2018	12/17/2018
Giveaways/Oriental Trading Company	434.75	01-440-4498	Community Service	JD112019-03	11/7/2018	12/17/2018
Membership Renewal/International Chiefs Of P	190.00	01-440-4390	Dues & Meetings	JD112019-04	11/15/2018	12/17/2018
Krylon Wheeler Wand/Municipal Marking Dist	45.00	01-445-4870	Equipment	JL112019	11/7/2018	12/17/2018
Taser Re-Cert Quinn	325.00	01-440-4380	Training	MQ112018-00	11/5/2018	12/17/2018
Breath Machine Straws	296.50	01-440-4510	Equipment/IT Maint	MQ112018-00	11/6/2018	12/17/2018
Donuts - IMAT Meeting	19.23	01-440-4390	Dues & Meetings	SBZ112018-0	10/31/2018	12/17/2018
4 Winter Jackets for CERT & SAR	172.76	01-440-4558	Emergency Management	SBZ112018-0	11/7/2018	12/17/2018
Refund - Membership Fee	-39.99	01-440-4260	Legal	SBZ112018-0	11/8/2018	12/17/2018
Refund- App/HR Direct	-60.00	01-430-4420	IT Supplies	WH112019-0	11/3/2018	12/17/2018
Refund- App/HR Direct	-60.00	01-430-4420	IT Supplies	WH112019-0	11/3/2018	12/17/2018
CAFR COA App/GFOA	435.00	01-430-4799	Misc.	WH112019-0	11/19/2018	12/17/2018
PAFR Award Fee/GFOA	225.00	01-430-4799	Misc.	WH112019-0	11/20/2018	12/17/2018
Total:	4,666.16	*Vendor Total				
Fox Metro						
029650						
New Water Service Inspections	40.00	60-445-4480	New Meters,rprs. & Rplcmts.	11302018	11/30/2018	12/17/2018
Total:	40.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>Frost Electric Company, Inc.</b>						
021540						
Streetlight Repairs	2,447.00	10-445-4661	Street Light Repair/Maint	7653	11/23/2018	12/17/2018
Total:	2,447.00	<b>*Vendor Total</b>				
<b>Gordon Flesch Co Inc.</b>						
025070						
Copy Maint 11/14 thru 2/13 - PW Garage	72.00	01-445-4510	Equipment/IT Maint	IN12437597	11/14/2018	12/17/2018
Total:	72.00	<b>*Vendor Total</b>				
<b>Grainger</b>						
031900						
Valves For HMO @TPs	278.73	60-445-4567	Treatment Plant Repair/Maint	9013599130	11/26/2018	12/17/2018
Total:	278.73	<b>*Vendor Total</b>				
<b>Harmonic Heating &amp; Air Conditioning</b>						
047680						
PD RTU Maint	1,596.00	01-445-4520	Public Buildings Rpr & Mtce	33790	10/18/2018	12/17/2018
Total:	1,596.00	<b>*Vendor Total</b>				
<b>Harners Bakery And Restaurant</b>						
025570						
Donuts For Training/PD	15.75	01-440-4380	Training	10122018	10/12/2018	12/17/2018
Total:	15.75	<b>*Vendor Total</b>				
<b>Harris Corporation PSPC</b>						
041190						
Radio Maint 11/16/18 - 11/15/19	6,228.11	01-440-4510	Equipment/IT Maint	93304456	11/20/2018	12/17/2018
Total:	6,228.11	<b>*Vendor Total</b>				
<b>Henderson Products, Inc.</b>						
044440						
Cylinder	395.79	01-445-4511	Vehicle Repair and Maint	282279	11/29/2018	12/17/2018
Total:	395.79	<b>*Vendor Total</b>				
<b>Idemia Identity &amp; Security USA LLC</b>						
467766						
Maint Contract/Nov 2018 - Oct 2019	2,332.00	01-440-4510	Equipment/IT Maint	116993	11/2/2018	12/17/2018
Total:	2,332.00	<b>*Vendor Total</b>				
<b>ILLCO Inc.</b>						
040110						
PVC Parts For TPs	7.48	60-445-4567	Treatment Plant Repair/Maint	1345866	11/28/2018	12/17/2018
Total:	7.48	<b>*Vendor Total</b>				



Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Illinois Section American WWA						
025350						
IEPA Regulatory Update	80.00	60-445-4380	Training	200039191	10/16/2018	12/17/2018
Total:	80.00	*Vendor Total				
Industrial Door Company						
044430						
New Amplifier Sally Port Door/PD	895.00	01-445-4520	Public Buildings Rpr & Mtce	106441	11/27/2018	12/17/2018
Total:	895.00	*Vendor Total				
Intergovernmental Personnel Benefit Cooperative						
467637						
Healthcare/PD	35,342.44	01-440-4130	Health Insurance	122018-001	12/11/2018	12/17/2018
Healthcare/Admin	7,681.95	01-430-4130	Health Insurance	122018-002	12/11/2018	12/17/2018
Healthcare/CommDev	2,177.52	01-441-4130	Health Insurance	122018-003	12/11/2018	12/17/2018
Healthcare/PW	10,536.72	01-445-4130	Health Insurance	122018-004	12/11/2018	12/17/2018
Healthcare/Water	7,464.44	60-445-4130	Health Insurance	122018-005	12/11/2018	12/17/2018
Healthcare/Retirees	1,226.93	01-000-2055	Payroll Deductions	122018-006	12/11/2018	12/17/2018
Healthcare/Police Pension	2,093.98	01-000-2055	Payroll Deductions	122018-007	12/11/2018	12/17/2018
Healthcare/Cobra	1,004.92	01-000-2055	Payroll Deductions	122018-008	12/11/2018	12/17/2018
Life Insurance- Dec 2018/PD	96.41	01-440-4135	Life Insurance	122018-009	12/11/2018	12/17/2018
Life Insurance- Dec 2018/PW	31.10	01-445-4135	Life Insurance	122018-010	12/11/2018	12/17/2018
Life Insurance- Dec 2018/Admin	18.66	01-430-4135	Life Insurance	122018-011	12/11/2018	12/17/2018
Life Insurance- Dec 2018/CommDev	11.47	01-441-4135	Life Insurance	122018-012	12/11/2018	12/17/2018
Life Insurance- Dec 2018/Water	18.35	60-445-4135	Life Insurance	122018-013	12/11/2018	12/17/2018
Voluntary Life- Dec 2018	313.78	01-000-2052	Voluntary Life Insurance	122018-014	12/11/2018	12/17/2018
Voluntary Life- Nov 2018	313.78	01-000-2052	Voluntary Life Insurance	122018-015	12/11/2018	12/17/2018
Total:	68,332.45	*Vendor Total				
Johnson & Buh, LLC						
467744						
Local DUI Prosecution/Aug- Oct 2018	6,600.00	01-440-4260	Legal	18NAU003	11/15/2018	12/17/2018
Total:	6,600.00	*Vendor Total				
JSN Contractors Supply						
041440						
Green Marking Paint	36.60	18-445-4570	Sewers Rpr & Mtce	82262-01	11/15/2018	12/17/2018
Red Marking Paint	36.60	10-445-4661	Street Light Repair/Maint	82262-02	11/15/2018	12/17/2018
Blue Marking Paint	36.60	60-445-4568	Watermain Rprs. & Rplcmnts.	82262-03	11/15/2018	12/17/2018
Green Marking Flags	125.00	18-445-4570	Sewers Rpr & Mtce	82271	11/27/2018	12/17/2018
Total:	234.80	*Vendor Total				
Judges LLC						
039730						
Squad Washes - November	175.00	01-440-4511	Vehicle Repair and Maint	100	12/4/2018	12/17/2018
Total:	175.00	*Vendor Total				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
<b>KB Collision &amp; Customs</b>						
046310						
Hail Damage	4,298.32	14-430-4774	Insurance Claims	2157	12/3/2018	12/17/2018
Hail Damage/Squad #68	1,173.75	14-430-4774	Insurance Claims	2158	12/3/2018	12/17/2018
	<hr/>					
Total:	5,472.07	<b>*Vendor Total</b>				
<b>Lauterbach &amp; Amen, LLP</b>						
467663						
Audit Service Final	2,400.00	01-430-4265	Audit Services	32285-01	11/12/2018	12/17/2018
Audit/TIF Compliance	1,900.00	12-438-4265	Audit Services	32285-02	11/12/2018	12/17/2018
	<hr/>					
Total:	4,300.00	<b>*Vendor Total</b>				
<b>Layne Christensen Company</b>						
025170						
Well Drilling #8 Pay #5	97,683.75	60-470-4875	Capital Improvements	NA-469A	12/7/2018	12/17/2018
	<hr/>					
Total:	97,683.75	<b>*Vendor Total</b>				
<b>Meade Electric Company, Inc.</b>						
027140						
Installation of LEDs (371)	118,230.18	10-445-4661	Street Light Repair/Maint	685458	12/11/2018	12/17/2018
	<hr/>					
Total:	118,230.18	<b>*Vendor Total</b>				
<b>Menards</b>						
016070						
5 Gallon Pails & Bags	46.69	01-445-4870	Equipment	2897	11/27/2018	12/17/2018
500W Halogen Tripod	43.98	01-445-4870	Equipment	3068	11/29/2018	12/17/2018
Gloves, Ties, Tape, Cords	57.36	01-445-4870	Equipment	3120	11/30/2018	12/17/2018
Misc TP Supplies	69.60	60-445-4567	Treatment Plant Repair/Maint	3494	12/6/2018	12/17/2018
	<hr/>					
Total:	217.63	<b>*Vendor Total</b>				
<b>Miner Electronics Corporation</b>						
3383						
Video Repair	71.25	01-440-4511	Vehicle Repair and Maint	266591	10/3/2018	12/17/2018
	<hr/>					
Total:	71.25	<b>*Vendor Total</b>				
<b>Motorola</b>						
002980						
CORT/STARCOM radios Subscription	200.00	01-440-4652	Communications	33588121201	12/1/2018	12/17/2018
	<hr/>					
Total:	200.00	<b>*Vendor Total</b>				
<b>North Aurora Lions Club</b>						
467640						
Bi-Annual Dues - Ofc Stecklein	50.00	01-440-4390	Dues & Meetings	660	12/12/2018	12/17/2018
	<hr/>					
Total:	50.00	<b>*Vendor Total</b>				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
North Aurora NAPA, Inc.						
038730						
Belts For Leaf Machine	924.84	01-445-4510	Equipment/IT Maint	309118	11/15/2018	12/17/2018
Belt	4.52	01-445-4511	Vehicle Repair and Maint	309477	11/20/2018	12/17/2018
Electrical Tape	4.75	01-445-4870	Equipment	310166	11/28/2018	12/17/2018
Total:	934.11	*Vendor Total				
Office Depot						
035720						
Notary Stamps	53.98	01-440-4411	Office Expenses	2252881636	11/30/2018	12/17/2018
Misc Office Supplies	119.00	01-440-4411	Office Expenses	2253765824	12/3/2018	12/17/2018
Total:	172.98	*Vendor Total				
Office Depot						
039370						
Office Supplies	3.62	01-430-4411	Office Expenses	23163536200	11/14/2018	12/17/2018
Office Supplies	42.54	01-445-4411	Office Expenses	23163536200	11/14/2018	12/17/2018
Office Supplies	3.63	60-445-4411	Office Expenses	23163536200	11/14/2018	12/17/2018
Office Supplies	3.63	01-441-4411	Office Expenses	23163536200	11/14/2018	12/17/2018
Office Supplies	15.01	01-430-4411	Office Expenses	23471169300	11/21/2018	12/17/2018
Office Supplies	15.01	01-445-4411	Office Expenses	23471169300	11/21/2018	12/17/2018
Office Supplies	15.01	60-445-4411	Office Expenses	23471169300	11/21/2018	12/17/2018
Office Supplies	15.01	01-441-4411	Office Expenses	23471169300	11/21/2018	12/17/2018
Total:	113.46	*Vendor Total				
Paddock Publications, Inc.						
026910						
Tax Levy Hearing	257.60	01-430-4506	Publishing/Advertising	T4513241	11/21/2018	12/17/2018
Total:	257.60	*Vendor Total				
Paddock Publications						
044240						
Subscription 11/27 thru 1/21	61.20	01-430-4411	Office Expenses	11292018	11/29/2018	12/17/2018
Total:	61.20	*Vendor Total				
Rempe Sharpe & Associates						
000970						
Lot Eng/Tanner Trails, Randall Rd, Windstone	1,578.00	01-441-4255	Engineering	26646	11/19/2018	12/17/2018
Lincoln Valley Eng Review	23,950.84	90-000-E232	DR Horton - FV Golf Course	26648	11/19/2018	12/17/2018
NA Smiles Eng Inspection	1,015.93	90-000-E045	North Aurora Smiles	26651	11/19/2018	12/17/2018
R.H. Eng Inspection	920.03	90-000-E055	NA Lodging 1, LLC	26652	11/19/2018	12/17/2018
Moka Eng Inspection	1,331.45	90-000-E234	Miller Coffee Property	26654	11/19/2018	12/17/2018
Total:	28,796.25	*Vendor Total				
SFVCTC						
027530						
3rd Qtr Fees 2018	23,970.11	01-490-4789	Public Access Cable	NA3Q18	12/12/2018	12/17/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	23,970.11	*Vendor Total				
Somonauk Water Lab, Inc.						
030510						
Monthly Nitrate & DBP Samples	438.00	60-445-4562	Testing (water)	181118	11/30/2018	12/17/2018
Total:	438.00	*Vendor Total				
St. Charles Trading, Inc.						
033210						
Salt For WTP	2,303.00	60-445-4438	Salt - Treatment	IN1848293	11/27/2018	12/17/2018
Salt For ETP	2,303.00	60-445-4438	Salt - Treatment	IN1848307	11/27/2018	12/17/2018
Total:	4,606.00	*Vendor Total				
Tri-County						
027350						
Snow Removal 11/25 & 11/26	23,308.00	01-445-4538	Snow Removal	18-11-6192	11/28/2018	12/17/2018
Total:	23,308.00	*Vendor Total				
Tyler Glen LLC						
042060						
Rebate Redev Agrmt 2017 Year	12,112.34	12-480-4784	TIF Reimbursements/Grants	TG2018-01	12/12/2018	12/17/2018
Total:	12,112.34	*Vendor Total				
University Of Illinois Chicago, UIC Analytical Fore						
467755						
Blood Testing- Drugs	175.00	01-440-4799	Misc.	H0379	12/3/2018	12/17/2018
Total:	175.00	*Vendor Total				
Verizon Wireless						
025430						
Cell Phone Oct 13 - Nov12	77.80	01-430-4652	Communications	9818338620-C	11/12/2018	12/17/2018
Cell Phone Oct 13 - Nov12	79.19	01-445-4652	Communications	9818338620-C	11/12/2018	12/17/2018
Cell Phone Oct 13 - Nov12	69.17	60-445-4652	Communications	9818338620-C	11/12/2018	12/17/2018
Cell Phone Oct 13 - Nov12	89.18	01-440-4652	Communications	9818338620-C	11/12/2018	12/17/2018
Total:	315.34	*Vendor Total				
Voiance Language Service LLC						
05015						
Translation Call	3.00	01-440-4652	Communications	864876	11/30/2018	12/17/2018
Total:	3.00	*Vendor Total				
Water Resources						
010380						
Meter Parts	1,140.00	60-445-4480	New Meters,rprs. & Rplcmts.	32763	11/21/2018	12/17/2018
Meter Register Pins	31.16	60-445-4480	New Meters,rprs. & Rplcmts.	32780	11/30/2018	12/17/2018

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Total:	1,171.16	*Vendor Total				
WBK Engineering, LLC						
467655						
Mill Race Bridge Analysis	9,660.00	21-456-4255	Engineering	19689	11/29/2018	12/17/2018
Total:	9,660.00	*Vendor Total				
Xerox Corporation						
040890						
Copier Maint	85.00	01-440-4510	Equipment/IT Maint	095275132	12/1/2018	12/17/2018
Total:	85.00	*Vendor Total				
Report Total:	718,004.16					

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**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR BERMAN AND VILLAGE BOARD OF TRUSTEES  
**FROM:** DAVID C. FISHER, CHIEF OF POLICE  
**SUBJECT:** KENDALL COUNTY IGA  
**DATE:** DECEMBER 17, 2018  
**CC:** STEVEN BOSCO, VILLAGE ADMINISTRATOR

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**Issue**

Staff is introducing an Intergovernmental Agreement (IGA) with the Kendall County Sheriff's Office regarding that agency maintaining and operating a record management system (RMS).

**Discussion**

The village currently has an agreement with the Montgomery Police Department regarding use of a record management system (RMS) known as New World/Aegis. The Montgomery Police Department no longer houses the RMS and is switching over to the Kendall County Sheriff's Office RMS. Due to this switch, North Aurora will also need to use the Kendall County Sheriff's Office as their main RMS operator. This will only be until North Aurora can be connected to the Aurora Police Department shared RMS once it is complete.

**Conclusion**

Staff is recommending approval of an IGA with the Kendall County Sheriff's Office regarding the security and operations of a RMS in order for North Aurora to maintain the current record keeping system that is being utilized.

**NORTH AURORA POLICE DEPARTMENT  
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as “Agreement”) is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois, and the North Aurora Police Department, 200 S. Lincolnway Street, North Aurora, Illinois 60542. For purposes of this Agreement, the Kendall County Emergency Phone Service and Communications Board and the North Aurora Police Department shall hereinafter collectively be referred to as “the parties”.

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, The North Aurora Police Department (hereinafter referred to as “NAPD”, and the Kendall County Emergency Phone Service and Communications Board (hereinafter referred to as “KenCom”), are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1et seq.; and

**WHEREAS**, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as “Tyler/New World software”); and

**WHEREAS**, said Tyler/New World software includes multi-jurisdictional features which allow the sharing of Tyler/New World software amongst different agencies; and

**WHEREAS**, KenCom will operate the Tyler/New World software on its server(s); and

**WHEREAS**, NAPD and KenCom desire to enter into this Agreement in order to provide an arrangement which would facilitate the use of the Tyler/New World Software by NAPD through the use of the server(s) operated by KenCom; and

**WHEREAS**, the parties to this Agreement agree that the server(s) operated by KenCom has sufficient capacity at the present time to handle the Tyler/New World computer software; and

**WHEREAS**, the parties that have executed this Agreement have the requisite authority to execute this Agreement and intend by the execution of this Agreement to bind KenCom and NAPD respectively to the terms of this Agreement; and

**WHEREAS**, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies, if any.

**NORTH AURORA POLICE DEPARTMENT  
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

**WHEREAS**, NAPD, while using the Tyler/New World software on the KenCom server, will be bound by the terms of this Security and Operations IGA.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated herein by reference.
2. This IGA will not be considered effective until the Tyler/New World Licensing and Maintenance Fees IGA is signed by the parties. In the event of any conflict between the terms and conditions of this Agreement, and the Tyler/New World Licensing and Maintenance Fees IGA, the order of precedence shall be: first, the Tyler/New World Licensing and Maintenance Fees IGA; and then, this Agreement.
3. In the event the Tyler/New World Licensing and Maintenance Fees is not signed by the parties within sixty (60) days after the date the parties execute this Agreement, this Agreement shall become null and void.
4. NAPD shall have the right to remove data owned by NAPD from the KenCom server, but NAPD is responsible for their costs incurred to remove the data. NAPD will abide by terms set forth in this IGA for so long as KenCom and NAPD have possession of or access to the Tyler New World software and/or records.
5. Data imported, records created and stored by a fire or police agency on the KenCom Tyler/New World server in the fire and police Records Management Software System is the property of the imputing agency.
6. NAPD will be permitted to use the KenCom computer network to access KenCom's Tyler/New World server(s) owned and maintained by KenCom for the purposes of the operation of Tyler/New World software.
7. All connectivity charges including hardware, software, services and security incurred with connection with NAPD's access to and operation of the Tyler/New World software on the KenCom computer network will be at the cost of NAPD and will be paid directly by NAPD.
8. KenCom will own and maintain the Tyler/New World server(s). KenCom will bear sole responsibility and cost for the maintenance and replacement of KenCom's hardware that operates the Tyler/New World software.
9. KenCom will arrange for all backup, data recovery and security systems in accordance with the regulations and operating procedures of KenCom approved by the Operations and Executive Boards.
10. KenCom and NAPD will have no liability to the other for data which is damaged or lost as a result of the operation and/or failure of the Tyler New World server(s) or the KenCom



**NORTH AURORA POLICE DEPARTMENT  
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

computer network.

11. KenCom will arrange for scheduled system downtime for maintenance with no less than a twenty-four (24) hour confirmed notice to NAPD's designee. Upon execution of this IGA, NAPD will provide KenCom with the name and contact information of their designee.
12. KenCom will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to NAPD. KenCom shall provide notice of the unscheduled downtime to NAPD's designee as soon as practical.
13. NAPD will administer all aspects of NAPD's use of the Tyler/New World software including the issuance of passwords, authorizing of new users, discontinuing access of former users, assignment of security levels and all other administrative aspects of NAPD's use of the Tyler/New World software.
14. KenCom nor NAPD shall be responsible for responding to requests for other agency's information, whether by FOIA or any other requests. In no event shall KenCom release any of NAPD's RMS records to a third party without the prior written consent of NAPD unless ordered to do so by a court. In no event shall NAPD release any of the KenCom CAD records to a third party without the prior written consent of KenCom unless ordered to do so by a court.
15. Each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party or the sake of the safety of other emergency responders that KenCom provides dispatch service for. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization. For purposes of this Agreement, confidential information shall include any and all information contained in the Records Management System.
16. KenCom will effectuate and keep current a signed agreement or IGA with their contracted IT provider that will allow access to the Tyler/New World server(s) or computers that operate Tyler/New World software for maintenance purposes only, that prevents IT staff from viewing data that exists on the server(s) and computers unless necessary for the purpose of maintenance and that forbids dissemination of any data that is accessed on the server(s) or computers during the course of performing maintenance.
17. The parties agree that any modification to the Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
18. This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal,

**NORTH AURORA POLICE DEPARTMENT  
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19. Any notice required or permitted to be given pursuant to this Agreement, with the exception of scheduled and unscheduled system maintenance, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to, Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email [KenComAdmin@co.kendall.il.us](mailto:KenComAdmin@co.kendall.il.us); and, in the case of notice to NAPD, send to David C. Fisher, Chief of Police, 200 South Lincolnway, North Aurora, IL., 60542, (630) 897-8700, [dfisher@northaurora.org](mailto:dfisher@northaurora.org). Notice shall be effective upon receipt by the other party.
20. Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
21. This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
22. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
23. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**NORTH AURORA POLICE DEPARTMENT  
AND KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Security and Operations**

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Emergency Phone Service and  
Communications Board

North Aurora Police Department, Illinois

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

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

Title: Chairman, KenCom Executive Board \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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**INTEROFFICE MEMORANDUM**

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**TO:** MAYOR BERMAN AND VILLAGE BOARD OF TRUSTEES  
**FROM:** DAVID C. FISHER, CHIEF OF POLICE  
**SUBJECT:** KENDALL COUNTY IGA  
**DATE:** DECEMBER 17, 2018  
**CC:** STEVEN BOSCO, VILLAGE ADMINISTRATOR

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**Issue**

Staff is introducing an Intergovernmental Agreement (IGA) with the Kendall County Sheriff's Office regarding licensing and maintenance fees for maintaining a record management system (RMS).

**Discussion**

The village currently has an agreement with the Montgomery Police Department regarding use of a record management system (RMS) known as New World/Aegis. The Montgomery Police Department no longer houses the RMS and is switching over to the Kendall County Sheriff's Office RMS. Due to this switch, North Aurora will also need to use the Kendall County Sheriff's Office as their main RMS operator. This will only be until North Aurora can be connected to the Aurora Police Department shared RMS once it is complete.

**Conclusion**

Staff is recommending approval of an IGA with the Kendall County Sheriff's Office regarding licensing and maintenance fees for a RMS in order for North Aurora to maintain the current record keeping system that is being utilized. The annual cost for this is \$14,332.16. This includes the New World RMS and annual IT service fee. The village had paid the village of Montgomery an annual fee of \$13,052.00 for the same service.

**NORTH AURORA POLICE DEPARTMENT AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as “Agreement”) is hereby entered into by and between the Kendall County Emergency Phone Service and Communications Board, 1100 Cornell Lane, Yorkville, Illinois 60560 (hereinafter referred to as “KenCom”) and the North Aurora Police Department, 200 S. Lincolnway Street, North Aurora, Illinois 60542, (hereinafter referred to as “NAPD”). For purposes of this Agreement, KenCom and NAPD shall hereinafter collectively be referred to as “the parties”.

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, NAPD and KenCom are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act; and

**WHEREAS**, KenCom has purchased and/or acquired computer software and hardware that allow for operation of the Tyler/New World software; including, but not limited to, Computer Aided Dispatch (CAD), Mobile Messaging, Field Based Reporting, Fire Records Management, Law Enforcement Records Management, Corrections Management, Photo Imaging, Data Analysis/Crime Mapping/Management Reporting and ESRI Embedded Applications, (hereinafter collectively referred to as “Tyler/New World software”); and

**WHEREAS**, NAPD has requested KenCom to obtain on their behalf software licensing for the Tyler/New World Records Management System;

**WHEREAS**, the parties that have executed this Agreement have the requisite authority to execute this Agreement, and intend by the execution of this Agreement to bind KenCom and NAPD respectively to the terms of this Agreement; and

**WHEREAS**, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been reviewed by legal counsel for the respective agencies and approved by the respective governing bodies if any.

**NOW THEREFORE**, in consideration of the premises and mutual covenants hereafter set forth, the parties agree as follows:

- 1) The above recitals are incorporated herein by reference.
- 2) This IGA will not be considered effective until the Tyler/New World Security and Operations IGA is signed by the parties. In the event of any conflict between the terms and conditions of this Agreement, and the Tyler/New World Security and Operations Agreement, the order of precedence shall be: first, the Tyler/New World Security and Operations Agreement-then, this Agreement.

**NORTH AURORA POLICE DEPARTMENT AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

- 3) In the event the Tyler/New World Security and Operations Agreement is not signed by the parties within 60 days after the date the parties execute this Agreement, this Agreement shall become null and void.
- 4) NAPD agrees to reimburse KenCom within (60) days of purchase for any additional software and/or equipment procured from Tyler/New World by KenCom on behalf of NAPD, provided NAPD has requested in writing the additional software and/or equipment purchase.
- 5) Annual maintenance costs will be billed annually by KenCom on December 1<sup>st</sup> and will be due no later than (60) days after NAPD's receipt of the invoice.
- 6) NAPD agrees to reimburse KenCom for NAPD's portion of the Tyler/New World Records Management System annual maintenance costs listed in Table #1 below for a period of no less than (1) year beginning on *December 11<sup>th</sup>, 2018*. NAPD's portion of the Tyler/New World Records Management System maintenance costs will be billed annually by KenCom on December 1<sup>st</sup> and will be due no later than (60) days after NAPD's receipt of the invoice.

For purposes of this Agreement, the Records Management System includes the software listed in Attachment B – Fourth Amendment of the KenCom Tyler New World Agreement.

Table #1 – NAPD's Annual Maintenance Fees		
Year	Period Covered	Amount Due
2018	Tyler/New World Law Enforcement Records Management System (LERMS) December 11 <sup>th</sup> 2018 – December 10 <sup>th</sup> 2019	\$10,332.16
2018	Annual IT Service Fee	\$4,000.00
2018	Total	\$14,332.16

- 7) The parties agree that any modification to this Agreement must be in writing and signed by authorized individuals on behalf of the undersigned parties.
- 8) This agreement shall not be assigned without the prior written consent of the parties. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be Kendall County, Illinois. If any provision of this Agreement shall be declared or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from the Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 9) Any notice required or permitted to be given pursuant to this Agreement, with the exception of invoicing, shall be duly given if sent by email or fax and certified mail or courier service and proof of service is received. In the case of notice to KenCom Public Safety Dispatch, send to,

**NORTH AURORA POLICE DEPARTMENT AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

Attention Director, 1100 Cornell Lane, Yorkville, IL 60560, fax (630)882-8532, email [KenComAdmin@co.kendall.il.us](mailto:KenComAdmin@co.kendall.il.us); and, in the case of notice to NAPD, send to David C. Fisher, Chief of Police, 200 S. Lincolnway, North Aurora, IL 60542, Fax: (630)897-8700, email [dfisher@northaurora.org](mailto:dfisher@northaurora.org). Notice shall be effective upon receipt by the other party.

- 10) Neither party will be responsible to the other for damage, loss, injury or interruption of work if the damage, loss, injury or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots of war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- 11) This Agreement’s effective date is the last date of execution of the Parties. This Agreement shall be in effect for a period of one (1) year from the effective date of the Agreement and shall automatically renew each year for successive one (1) year periods, for up to eight (8) years, unless NAPD gives written notice to cancel the renewal to KenCom at least ninety (90) calendar days prior to the effective date of the renewal. For purposes of calculating the renewal date, the renewal date would fall upon the same month and day of the Agreement’s effective date. Upon written notice of intent to cancel the renewal, NAPD shall continue to have access to the Tyler/New World software on KenCom’s server for a period of at least eighteen (18) months from the date such notice is received. KenCom will cooperate with NAPD in transferring NAPD’s records and data back to NAPD in working order. The costs incurred to transfer NAPD’s records and data back to NAPD shall be borne by NAPD. Also, in the event NAPD provides written notice to cancel the renewal, NAPD shall be responsible for the remaining amounts set forth in this Agreement.
- 12) This Agreement supersedes any other prior oral agreements between the parties regarding the matters set forth in this Agreement.
- 13) Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement shall be deemed or constructed to create any joint employer relationship.
- 14) This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

**NORTH AURORA POLICE DEPARTMENT AND  
KENDALL COUNTY EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD  
INTERGOVERNMENTAL AGREEMENT (2018) – Tyler/New World Licensing and Maintenance Fees**

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County Emergency Phone Service and  
Communications Board

North Aurora Police Department, Illinois

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

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

Title: Chairman, KenCom Executive Board \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



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## **VILLAGE OF NORTH AURORA BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** SOLAR ENERGY COLLECTION PANEL TEXT AMENDMENTS  
**DATE:** DECEMBER 17, 2018 REGULAR VILLAGE BOARD MEETING

---

### **ITEM**

An Ordinance amending Title 17 of the North Aurora Code regarding solar energy collection panels

### **DISCUSSION**

The Zoning Ordinance allows solar panels to be placed on roof surfaces in any zoning district as a permitted accessory uses; however, in residential districts solar panels cannot cover more than twenty-five (25) percent of the total roof surface of a structure or be located on a roof face that faces the front yard of a lot. Freestanding solar panels are not permitted in any zoning district at this time.

Staff is proposing a text amendment to remove the limitation of covering no more than twenty-five (25) percent of the roof area, along with other 'housekeeping' changes to the solar provisions. By maintaining the prohibition of solar panel placement on the front building elevation and removing the twenty-five (25) coverage percentage, the visual impact from the right-of-way would still be minimized, while offering residents greater flexibility to place solar panels on areas of the roof not facing front and corner side streets.

A public hearing was held on this item at the November 6, 2018 Plan Commission meeting. In general, the Plan Commission was supportive of the text amendment. Some Plan Commission members stated that they had no issue with allowing solar collection panels to cover 100% of the roof surface on residential homes while others were skeptical of increasing the coverage above 25%. The Plan Commission unanimously recommended approval of the text amendment with the condition that a provision be added which regulates the aesthetic and structural condition of the panels. Staff has since added such language to provision #7.

The Village Board discussed this item at their December 3, 2018 Committee of the Whole meeting. Similar to the Plan Commission, some Board members stated that they had no issue with allowing solar collection panels to cover 100% as the benefits of solar energy as a renewable energy source have positive environmental implications, especially over the use of fossil fuels. Other Board members were comfortable with the proposed amendments, but cited lowered property values with an increased amount of solar panels that would be visually present in a neighborhood. The Board concluded that they were supportive of the amendments as proposed.

### **Attachments:**

1. Ordinance amending Title 17 of the North Aurora Code regarding solar energy collection panels

VILLAGE OF NORTH AURORA



VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

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

**ORDINANCE AMENDING TITLE 17 OF THE NORTH AURORA CODE REGARDING  
SOLAR ENERGY COLLECTION PANELS**

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 TITLE 17 OF THE NORTH AURORA CODE REGARDING  
SOLAR ENERGY COLLECTION PANELS**

(Petition #18-11; Text Amendments to the Zoning Ordinance)

**WHEREAS**, the Village of North Aurora maintains a Zoning Ordinance which is found in Title 17 of the Code of North Aurora, Illinois; and,

**WHEREAS**, the Community and Economic Development Director has identified and recommends text amendments to the Zoning Ordinance as set forth herein; and,

**WHEREAS**, a public hearing to consider text amendments to the Zoning Ordinance has been conducted by the Village of North Aurora Plan Commission on November 6, 2018 pursuant to appropriate and legal notice; and,

**WHEREAS**, the Plan Commission has filed its recommendations with the President and Board of Trustees recommending approval of the text amendments described herein; and,

**WHEREAS**, the President and Board of Trustees find that the findings and recommendations of the Plan Commission are reasonable, consistent with the general goals and purposes of the Zoning Code and are in the best interests of the Village.

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

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

**SECTION 2:** Title 17, Chapter 13, Section 13.13 of the Code of North Aurora, Illinois is hereby amended to read in part, as follows:

**12.3 - Accessory buildings, structures, and uses.**

....

**H. Solar Energy Collection Panels and Solar Water Heating Systems.**

1. Solar panels shall be permitted in any zoning district as a permitted accessory use. Solar panels shall only be permitted on the roof of a building or structure, unless otherwise specified in the subject zoning district.
2. Solar panels shall be flush with the roof line when possible, and shall not be elevated more than thirty (30) degrees off the roof pitch where it is attached or no more than five feet, whichever is less. Solar panels shall not extend beyond the roof line. Solar panels shall not be located on any front entry roof elevation or on any roof elevation that is pitched towards

## VILLAGE OF NORTH AURORA

a corner side lot line, except as provided in subsection 3 below. Solar panels may cover up to one hundred (100) percent of the roof of nonresidential buildings provided that they are fully screened from view on all sides of the building as viewed from ground level and all other rooftop access objectives are still met.

3. Solar shingles shall be permitted to cover any amount of a roof without the location limitation in subsection 2 above provided that they are incorporated into and made to appear as part of the roof, continuous in area without gaps, rectangular in shape and do not cause glare to reflect on to neighboring properties.
4. All frame and visible structural parts of a solar panel shall match the roof color. No solar panel shall be artificially lighted.
5. A building permit shall be required prior to erecting any solar panel. Mounting for such systems shall be in conformance with all electrical codes and building codes to ensure wind and weight loading requirements are met. Plans shall be stamped by a licensed structural engineer and by a qualified inspector for such installation.
6. An emergency direct current disconnect switch shall be provided in an accessible location near the electric meter to shut off such system in the event of an emergency.
7. Solar collection systems shall maintain operable status and be kept in good aesthetic and structural condition.
8. Solar panels shall be primarily used to generate energy for the property where it is located.

SECTION 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 any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: This Ordinance shall take immediate full force and effect from and after its passage, approval, publication and such other acts as required by law.

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

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

**VILLAGE OF NORTH AURORA**

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

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** TEMPORARY USE – 1175 OAK STREET  
**AGENDA:** DECEMBER 17, 2018 REGULAR VILLAGE BOARD MEETING

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**ITEM**

Ordinance approving a temporary use permit for the property at 1175 Oak Street North Aurora, Illinois as a place of religious worship

**DISCUSSION**

On August 1, 2016, the Village Board granted a temporary use permit for the property at 1175 Oak Street to The Orchard Community church as a place of religious worship. The one (1) year temporary expiration ended August 1, 2017. A six (6) month extension provision was included, per the approval of the Village Administrator. The six (6) month extension expired February 1, 2018. On February 5, 2018, the Village Board granted an additional six (6) month extension. Due to unforeseen circumstances involving the permanent church location at 100 S. River Street in Aurora, the Village Board granted an additional extension on June 18, 2018 until December 31, 2018.

According to The Orchard Community church, multiple issues have risen beyond their control and the permitting process with the City of Aurora ended up being delayed. They're anticipating project completion in May, 2019. As such, the church is requesting an additional six (6) month extension. Staff confirmed that a building permit was issued for their project by the City of Aurora on November 16, 2018.

As opposed to requiring additional extensions in the event their project were to be further delayed, an oversight provision has been included that would allow the church the right to continue occupancy of the space as long as documented progress at their permanent church location can be demonstrated to the Village Administrator.

**Attachments:**

1. Ordinance approving a temporary use permit for the property at 1175 Oak Street North Aurora, Illinois as a place of religious worship.

VILLAGE OF NORTH AURORA



VILLAGE OF  
**NORTH**  
AURORA

VILLAGE OF NORTH AURORA  
KANE COUNTY, ILLINOIS

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

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**ORDINANCE APPROVING A TEMPORARY USE PERMIT**  
**FOR THE PROPERTY AT 1175 OAK STREET NORTH AURORA, ILLINOIS**  
**AS A PLACE OF RELIGIOUS WORSHIP**

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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 APPROVING A TEMPORARY USE PERMIT  
FOR THE PROPERTY AT 1175 OAK STREET NORTH AURORA, ILLINOIS  
AS A PLACE OF RELIGIOUS WORSHIP**

**WHEREAS**, On August 1, 2016, the Village Board granted a temporary use permit to Orchard Community Church for the property at 1175 Oak Street for use as a place of religious worship for twelve (12) months, including a six (6) month extension provision per the approval of the Village Administrator; and

**WHEREAS**, the initial one (1) year temporary expiration and the six (6) month extension have both expired; and

**WHEREAS**, on February 5, 2018, the Village Board granted an additional six (6) month extension, which has since expired; and

**WHEREAS**, on June 18, 2018, the Village Board granted an additional six (6) month extension, which has since expired; and

**WHEREAS**, due to unforeseen circumstances involving the permanent church location, The Orchard Community church is requesting approval of the property at 1175 Oak Street for temporary use as a church until June 30, 2019; and

**WHEREAS**, Section 11.3 of Title 17 (Zoning) describes the qualifications and criteria for the granting of temporary uses that are not listed permitted temporary uses, and church use is not considered a permitted temporary use; and

**WHEREAS**, requests for temporary uses not listed as permitted uses must be approved the Board of Trustees and must be consistent with the purpose and intent of the Zoning Code in the District in which the property is located; and

**WHEREAS**, whereas the Property is located in the B-2 General Commercial District, the Zoning Code only allows churches in residential districts and the B-1 Community Business District as a permanent use, but there currently is no property in the Village zoned B-1 Community Business District; and

**WHEREAS**, there are very few, if any, existing buildings available for temporary use for a church in the residential zoning districts in the Village, and no B-1 Community Business District property in the Village, leaving B-2 General Commercial Districts as the most viable option for a temporary church use in the Village; and

**WHEREAS**, granting a temporary church use for the Property is not inconsistent with the purpose and intent of the Zoning Code.

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



## VILLAGE OF NORTH AURORA

1. The recitals set forth above are adopted and incorporated herein as the material and significant findings of the President and the Board of Trustees as if fully stated herein.

2. The request for approval of the Property for temporary church use until June 31, 2018 is hereby approved along with the right to have temporary signage to be displayed from the interior of the building and exterior signage only during weekends that is otherwise in compliance with the Village Sign Ordinance.

3. Upon expiration of the six (6) month extension on June 31, 2018, the church shall have the right to continue occupancy of the space as long as documented progress at the permanent church location can be demonstrated to the Village Administrator.

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

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

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

**VILLAGE OF NORTH AURORA**

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



## Memorandum

To: Dale Berman, Village President & Board of Trustees  
Cc: Steven Bosco, Village Administrator  
From: John Laskowski, Public Works Director  
Date: December 12, 2018  
Re: Engineering Agreement for Sanitary Sewer Televising

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The Village of North Aurora performs several sanitary sewer operations to evaluate the condition of the sanitary sewer system and to target areas for future maintenance. This year the Village will be completing its sanitary sewer televising program by televising the remaining 260,000 linear feet.

Televising is performed by a contractor who sends a camera down the pipe beginning at one manhole and ending at another. This allows the contractor to evaluate the condition of the pipe and manholes. The contractor generates reports and video of the pipe and provides them to the Village. This information is utilized by our consulting engineer to provide recommendations for maintenance which can be used for future budgeting considerations.

The Village has budgeted \$35,000 from the sanitary sewer fund for this project. The proposal from Rempe-Sharpe to perform the consulting engineering services for this project is **\$21,000**.



## REMPE-SHARPE

& Associates, Inc.

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### Principals

J. Bibby  
D. A. Watson

P.E., S.E.  
P.E.

B. Aderman  
B. Bennett  
L. Vo

P.E.  
P.E., CFM  
P.E.

### **CONSULTING ENGINEERS**

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

November 27, 2018

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

Attn: Mr. John Laskowski  
Village Engineer

Re: Engineering Agreement - Revised  
2018 Sanitary Sewer Televising

Dear John,

Rempe-Sharpe & Associates, Inc., hereinafter known as the ENGINEER, proposes to render professional engineering services in connection with the televising of approximately 258,000 lineal feet of sanitary sewer located west of the Fox River. This will complete the televising of the Village's entire sanitary sewer system.

Our services will consist of preparing a detailed spreadsheet including the lengths, size and location of all the sanitary sewer lines to be televised, final design documents, assistance during bidding and construction, and related engineering services including resident services during construction. We will also furnish such Additional Services as you may request.

As part of this Agreement, the Village of North Aurora, OWNER, is expected to furnish the ENGINEER with full information as to your requirements including any special or extraordinary considerations for the PROJECT or special services needed, and also to make available all pertinent existing data.

We propose to invoice the OWNER for engineering services in the manner described as follows for each Phase.

## **FINAL DESIGN AND BIDDING ENGINEERING SERVICES**

Rempe-Sharpe and Associates, Inc., proposes to perform the above stated Final Design and Bidding Engineering Services and provide the final base map, Excel spreadsheet and specifications for the above-mentioned work, including all bidding services. The OWNER shall pay the ENGINEER **hourly not to exceed.....\$6,500.00**

Excluded from Engineering Fees are plats of survey/easement procurement, and soil borings.

If the scope of the project changes, requiring additional engineering services, then the herein stated not-to-exceed engineering fee shall be adjusted to compensate the Engineer for said additional services.

## **CONSTRUCTION PHASE**

For Construction Phase Services rendered, the OWNER shall pay the ENGINEER at the ENGINEER's hourly rates in effect at the time of service, hourly not-to-exceed....**\$14,500.00**

Scope of service shall include staking as requested, daily contractor check in, quantity measurement, payout cycle administration, punch list cycle, and tape review. Also included is the evaluation and rating of each televised section in accordance with NASSCO's Pipeline Assessment Certification Program (PACP) with the rating code, maintenance to be performed, and recommended timeline for said maintenance.

**TOTAL ENGINEERING FEES (DESIGN/BID CYCLE/CONSTRUCTION)**  
**HOURLY NOT TO EXCEED .....\$21,000.00**

## **ADDITIONAL SERVICES**

For Additional Services rendered, as approved by the OWNER, the OWNER shall pay the ENGINEER at the ENGINEER's hourly rates in effect at the time of service for all personnel assigned to the PROJECT, with said hourly payment being considered as payment in full for the actual time spent in providing said Construction Related Services. The Engineer's Schedule of Hourly Rates and Expense Charges in effect from January 1, 2018, through December 31, 2018, are attached hereto as Exhibit "A".

## **PAYMENT FOR SUBCONTRACTED SERVICES**

For subcontracted technical services, as approved by the OWNER, the OWNER shall reimburse the ENGINEER all costs and expenses incurred by the ENGINEER. "Costs to the Engineer" to be verified by furnishing the OWNER copies of invoices from the party or parties performing the subcontracted services.

ENGINEER will bill the OWNER periodically for services, direct project expenses, and subcontracted services. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the PROJECT through construction.

We would expect to start our services promptly after receipt of your acceptance of the agreement and to complete our final design services within two months of receiving the signed Agreement.

OWNER agrees that the Engineer's Schedule of Hourly Rate and Expense Charges as set forth in Exhibit "A" is subject to adjustment by the ENGINEER in each calendar year beginning in January so as to reflect the ENGINEER'S current costs.

Rempe-Sharpe & Associates, Inc., appreciates the Village's confidence and trust in our firm and looks forward to serving the Village of North Aurora on this project.

Very truly yours,

REMPE-SHARPE & ASSOCIATES, INC.  
BY:

Daniel A. Watson, P.E.

Attachment

Exhibit "A" - Schedule of Engineering Service Charges, 1 page

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**ACCEPTED THIS \_\_\_\_ DAY OF**

**\_\_\_\_\_, 2018**

**VILLAGE OF NORTH AURORA, ILLINOIS**

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

**TITLE: \_\_\_\_\_**

EXHIBIT "A"  
FOR SERVICES RENDERED TO VILLAGE OF NORTH AURORA  
SCHEDULE OF ENGINEERING SERVICE CHARGES  
BY REMPE-SHARPE & ASSOCIATES, INC.

EFFECTIVE TIME PERIOD FOR THIS REVISED SCHEDULE:  
**JANUARY 1, 2018 TO DECEMBER 31, 2018**

A-1 SCHEDULE OF ENGINEER'S HOURLY RATE CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>MAXIMUM HOURLY RATE</u>
PRINCIPAL ENGINEER .....	\$128.50/HR
SENIOR PROJECT ENGINEER .....	\$106.00/HR
PROJECT ENGINEER .....	\$102.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 1) .....	\$98.00/HR
DESIGN OR CONSTRUCTION ENGINEER (GRADE 2) .....	\$85.00/HR
SENIOR TRAFFIC ENGINEER .....	\$88.00/HR
DESIGN TECHNICIAN (GRADE 1) .....	\$83.50/HR
DESIGN TECHNICIAN (GRADE 2) .....	\$65.00/HR
CADD DRAFTING TECHNICIAN (GRADE 1) .....	\$69.50/HR
DRAFTING TECHNICIAN (GRADE 2) .....	\$56.00/HR
DRAFTING TECHNICIAN (GRADE 3) .....	\$43.00/HR
SURVEYING PARTY CHIEF .....	\$78.00/HR
SURVEYING TECHNICIAN (GRADE 1) .....	\$63.00/HR
SURVEYING TECHNICIAN (GRADE 2) .....	\$43.00/HR
CONSTRUCTION INSPECTOR (GRADE 1) .....	\$80.00/HR
CONSTRUCTION INSPECTOR (GRADE 2) .....	\$66.00/HR
CONSTRUCTION TECHNICIAN .....	\$53.00/HR
ADMINISTRATIVE ASSISTANT .....	\$59.00/HR
CLERK TYPIST .....	\$47.00/HR

A-2 COMPENSATION FOR DIRECT PROJECT REIMBURSABLE COSTS

THE ENGINEER SHALL BE REIMBURSED AT HIS ACTUAL COST FOR ALL EXPENSES AND/OR COSTS INCURRED DIRECTLY OR INDIRECTLY IN CONNECTION WITH THIS PROJECT, SUCH AS PRINTING, TRAVEL, STAKING SUPPLIES, ETC.

THE ENGINEER'S REIMBURSEMENT FOR TRAVEL EXPENSES SHALL BE IRS STANDARD PER MILE OF TRAVEL.

A-3 COMPENSATION FOR SUB-CONTRACTED SERVICES

THE ENGINEER SHALL BE REIMBURSED FOR ALL COSTS AND EXPENSES INCURRED BY THE ENGINEER FOR ALL SERVICES NOT NORMALLY PERFORMED BY THE ENGINEER WHICH ARE SUB-CONTRACTED TO OTHER PARTIES WITH THE OWNER'S APPROVAL.

# Village of North Aurora

## Memorandum

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**To:** Village President and Board of Trustees

**From:** Bill Hannah, Finance Director  
Steven Bosco, Village Administrator

**Date:** December 12, 2018

**RE:** Purchasing Policy Update on Professional Services

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Recently, the State of Illinois amended the State statute on the Local Government Professional Services Selection Act (50 ILCS 510) to increase the threshold by which certain requirements of the Act regarding the selection of an architectural, engineering or land surveying services could be waived. This threshold was increased from \$25,000 to \$40,000 effective January, 2019. In addition, this threshold is to increase annually by the CPI-U.

The Village references this threshold in its current Purchasing Policy under the Professional Services section. The proposed Resolution would remove some of the references to the Act, and simply direct users of the Policy to refer the Act for current requirements, given the fact that the threshold will change annually.

Staff is currently considering other modifications to the current Purchasing Policy to be presented at a later time, however, given that the Village currently has an RFP open for the solicitation of services regarding an analysis of the Public Works facility, it was determined that it would be in the best interest of the Village, for clarity, to modify this section of the Purchasing Policy at this time.



**RESOLUTION NO. \_\_\_\_\_**  
**Resolution to Approve an Amendment to Purchasing Policy**

**WHEREAS**, the Village of North Aurora has previously adopted Resolution 14-03-17-01, a Resolution adopting a new Purchasing Policy on March 17, 2014; and

**WHEREAS**, the Village has determined that it is necessary to update and amend said policy on purchasing, specifically the section on Professional Services; and

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

1. The recitals set forth above are incorporated herein as the material findings of the president and the Board of Trustees.
2. The Purchasing Policy Section on Professional Services attached hereto and incorporated as Exhibit "A" is hereby approved by the corporate authorities.
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 Guethle \_\_\_\_\_

Laura Curtis \_\_\_\_\_

Mark Gaffino \_\_\_\_\_

Tao Martinez \_\_\_\_\_

Mark Carroll \_\_\_\_\_

Michael Lowery \_\_\_\_\_

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

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

ATTEST:

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

Village of North Aurora  
Purchasing Policy  
Exhibit A

Professional Services

Professional service contracts by their nature are not adaptive to normal procurement or competitive bidding. Examples include contracts for services of individuals or firms possessing a high degree of professional skill where the education, experience or character of the individual is a significant factor in determining their ability to meet Village needs. Other examples include service contracts where other considerations besides price are involved. These contracts generally result from the development and issuance of a Request for Proposal (RFP) by the respective department to consultants or vendors to provide professional services. The Village Administrator shall be notified prior to the issuance of an RFP or the engagement of professional services.

An RFP may be advertised publicly and sent to a group of known vendors based on prior experience in providing the service or other documented reasons, except when a Request for Qualifications (RFQ) process has been conducted which has determined the pool of vendors to be used.

Based on the complexity of the services sought, interviews and vendor presentations may be appropriate in addition to an evaluation of the proposals received. Factors other than price may be considered when conducting an RFP process. Once proposals are received from interested firms and interviews and/or presentations have been completed, the Village Administrator or designee is authorized to negotiate a contract with the firm deemed most qualified to provide the services based on:

- Fair and reasonable compensation
- Ability of professional personnel to provide services
- Past record and experience with the Village and as well as references
- Ability of firm to meet deadlines and budget

Contracts resulting from an RFP process where the annual amount of the contract is estimated to be greater than \$10,000 will require Village Board approval.

The Village is subject to the Local Government Professional Services Selection Act (50 ILCS 510) which requires that a specific RFQ process be followed when hiring an architect, engineer or land surveyor. This Act should be referred to for current State requirements regarding the solicitation of such services, and current situations upon which certain provisions of the Act can be waived, prior to soliciting for such services. ~~These procedures must be followed unless 1) the Village has a “satisfactory relationship for services with one or more firms”, or 2) an emergency situation exists or 3) when the cost of such services is expected to be less than \$25,000.~~ In circumstances in which an RFQ process is not required, the Village will permit firms engaged in these professions to annually file a statement of qualifications and performance data with the Village.