

#### NORTH AURORA VILLAGE BOARD MEETING MONDAY, FEBRUARY 4, 2019 – 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 1/21/2019; C.O.W. Minutes dated 1/21/2019
- 2. Pay Request No. 6 for the Well 8 Drilling in the Amount of **\$34,490.25** to Layne Christensen Company
- 3. Pay Request No. 2 for Well 9 Drilling in the Amount of **\$281.234.14** to Water Well Solutions, Illinois Division, LLC
- 4. HVAC Building Actuation Software Combination Proposal from Interactive Building Solutions, LLC in an Amount not to Exceed \$13,350
- 5. Bills List dated 2/4/2019 in the Amount of **\$438.779.81**

#### **NEW BUSINESS**

- 1. Approval of a Resolution Approving Route 31 T.I.F. Funding in the Amount of \$39.997.00 for Soil Testing and Removal for the Property located at 24 S. Lincolnway in North Aurora
- 2. Approval of an Ordinance Amending Ordinance 15-09-21-02 approving the Site Plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora

**OLD BUSINESS** 

**VILLAGE PRESIDENT** 

**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\_\_\_\_\_\_\_\_

#### VILLAGE OF NORTH AURORA VILLAGE BOARD MEETING MINUTES JANUARY 21, 2019

#### **CALL TO ORDER**

Mayor Berman called the meeting to order.

#### SILENT PRAYER - MEDITATION - PLEDGE OF ALLEGIANCE

#### **ROLL CALL**

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

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

#### **AUDIENCE COMMENTS** - None

#### **TRUSTEE COMMENTS** - None

#### **CONSENT AGENDA**

- 1. Village Board Minutes dated 1/7/2019
- 2. Travel and Expenses for Business Purposes in the Amount of \$55.00
- 3. Bills List dated 1/21/2019 in the Amount of \$332,613.96

Motion for approval made by Trustee Gaffino 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)**.

#### **NEW BUSINESS**

# 1. Approval of Resolution to Approve an Amendment to the Village's Purchasing Policy

Finance Director Bill Hannah stated that at the December Board meeting the Village Board modified the policy to increase the threshold for the Local Government Professional Services Selection Act requirements from \$25,000 to \$40,000.

Additional changes regarding the purchasing policy:

- 1. Increase in the public bid requirement from \$20,000 to \$25,000
- 2. Increase in Administrator's purchasing authorization level from \$10,000 to \$15,000
- 3. Increase in the Administrator's change order authority from \$10,000 to \$15,000 and in situations of emergency from \$20,000 to \$25,000.

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

2. Approval of an Ordinance Amending Section 3.40.010 of the North Aurora Code Establishing the Threshold at which Contracts must be Bid and Let to the Lowest Responsible Bidder

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

3. Approval of a Resolution to Approve an Amendment to the Village's Budgetary, Fiscal and Fund Balance Policies

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

- 4. Approval of a Resolution Authorizing the Entering Into of a Contract for the Purchase of Electricity from the Lowest Cost Electricity Provider for a One, Two, or Three Year Term for Water Wells and Treatment Plants Through the NIMEC Bid Process Motion for approval made by Trustee Lowery and seconded by Trustee Guethle. Roll Call Vote: Trustee Lowery yes, Trustee Curtis yes, Trustee Gaffino yes, Trustee Carroll yes, Trustee Martinez yes, Trustee Guethle yes. Motion approved (6-0).
- 5. Approval of a One-year Maintenance Agreement for Towne Centre Wetlands with Hey and Associates, Inc. in the Amount of \$19,900

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

6. Approval of a Resolution to Perform Work in the State Right-of-Way

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

Vote: Trustee Guethle – yes, Trustee Martinez – yes, Trustee Carroll – yes, Trustee Curtis – yes,

Trustee Lowery – yes, Trustee Gaffino – yes. Motion approved (6-0).

**OLD BUSINESS** – None

**VILLAGE PRESIDENT REPORT** – None

**COMMITTEE REPORTS** – None

**TRUSTEES' COMMENTS** – None

**ADMINISTRATOR'S REPORT** – None

**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 Gaffino. All in favor. **Motion approved**.

Respectfully Submitted,

Lori J. Murray Village Clerk

#### VILLAGE OF NORTH AURORA COMMITTEE OF THE WHOLE MEETING MINUTES JANUARY 21, 2019

#### **CALL TO ORDER**

Mayor Berman called the meeting to order.

#### **ROLL CALL**

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

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

#### **AUDIENCE COMMENTS** - None

#### **TRUSTEE COMMENTS** - None

#### **DISCUSSION**

#### 1. T.I.F. Reimbursement 24 S. Lincolnway

Community & Economic Development Director Mike Toth stated that the property owners are requesting reimbursement in the amount of \$39,997 for the testing and removal of the contaminated soil that was on site. Trustee Gaffino asked for further explanation and the process after the old business was torn down. Gaffino asked if there was information from the State that the property was clean. Toth said that a no further remediation letter was issued in April of 2015 which indicated that no further cleanup was necessary. The Village demolished the site and removed two underground storage tanks on the northeast corner of the property. The soil was tested by the demolition company around the tanks. It was a different portion of the property upon excavation of the actual building site where contaminated soils were found. They were located down near bedrock. Gaffino said the EPA certified this as being clean before the Village bought the property. Gaffino asked if the Village advertised this property as being clean. Answer was yes.

Toth noted that reimbursement would be through the TIF Fund.

The Village Board was in favor of reimbursement to the property owner.

#### 2. FY 2018-19 Mid-Year Financial Update

Finance Director Bill Hannah provided a power point on the FY 2018-19 Mid-Year Financial Update. Hannah said that the budget process started last month. A status update is anticipated to be before the Government Operations Committee on March 5<sup>th</sup> and the Committee of the Whole discussion on the official draft budget on April 2<sup>nd</sup>.

A balanced budget passed for the current fiscal year. In the last 4 fiscal years the Village has had positive surpluses in the General Fund. The Village continues to maintain a 68% reserve level in the General Fund and continues to maintain a AA+ bond rating.

#### **General Fund**

General Fund revenues and expenditures are just over \$11 million.

Budget for the General Fund includes sales tax revenues of 43%, income tax revenue of 15% and property tax revenue of 19%.

Expenditures comprise of 50% for police, 18% for public works and 18% village hall and other governmental functions.

Sales Tax Revenue is up 1.2% for the first six (6) months of the year. Sales of vehicles are doing well. There is a mix of new businesses opening and some retail closings due to increased online shopping. The village is seeing greater increases in its use tax revenue distributed by the state. Sales tax will remain the same at 0.2% more than last year. Last year the Village received \$4,711,000 in sales tax revenue and is anticipating \$4,718,000 this year.

#### Income Tax Revenue

Up 10.5% for the first 8 months of the fiscal year. The state budget decreased LGDF distributions by 5% in July but this was actually an increase since there was a decrease of 10% the previous year.

Current projection for Income Tax Revenue is 8.5% more than last year which is \$1.72 million versus a budget of \$1,660,000.

#### Property Tax Revenues

The Village has seen a decrease in property tax revenues in the General Fund and an increased allocation needed for the statutorily required police pension contributions.

CPI continues to remain at 2%.

#### **Building Permits**

The Village has received \$421,000 to date versus a budget of \$260,000.

<u>Use Tax Revenue</u> (revenues distributed on a per capita basis by the state from online retailers) The Village is seeing an increase in use tax revenue which is making up for the slowdown in increases of sales tax revenue. The Village is anticipating a 9.3% increase over last year.

#### Video gaming

Anticipating a 4.3% increase in the current year to \$95,000. Trustee Guethle asked if that amount is the Village's portion. Hannah said yes and that the \$95,000 would come to the Village for the current fiscal year.

#### Telecommunications Tax

The Village did a temporary two-year reallocation to the General Fund. This is why we are anticipating receiving \$144,000 to the General Fund versus \$57,000 last year. The temporary two year reallocation between the General Fund and Capital Projects Fund goes back to the way it was after the end of 2020. Trustee Carroll asked if the video gaming tax includes the OTB. Hannah said the OTB is separate. Those taxes are about \$40,000 to \$50,000 a year.

Trustee Curtis asked why 2018-19 budgeted 149% above prior year. Hannah explained that for this year's budget the Village reallocated the 4% Telecommunications Tax. It used to be 1% in the General Fund and 3% in the Capital Projects Fund. The Village reallocated it to be 2-1/2% in the General Fund and 1-1/2% in the Capital Projects Fund for a 2-year period to address certain initiatives in the General Fund.

<u>Cable Franchise Revenues</u> – possibly a 6% increase in revenues to \$300,000

<u>Total Fines and Forfeits</u> – includes police towing fees, circuit court fines and local ordinance violations. Those types of fines and forfeits increased significantly last year to \$182,000. Projected this year is \$250,000.

Overall the General Fund Revenues are budgeted at \$11,070,000 and the baseline projection is \$11,400,000.

#### Expenditures

Will be under budget with contractual services, consultant fees and repair costs. The Village just completed its first full year with the IPPC which is the health insurance cooperative for employees. The annual increase next year will only be 1% to 4% for health insurance costs.

#### MFT Fund

Revenues are 1.6% higher than last year and estimated to be \$475,000 in total. This is used for road salts, crack filling repair, street light electricity and repair. This is the second year the Village is using MFT reserves to fund the LED changeover of the Village's street lights and poles. Estimated to be fully converted to LED by 2020. Anticipating having \$875,000 in the MFT Fund at the end of the current year.

#### TIF Fund

Route 31 - \$493,000 increment in the current fiscal year.

Marvo/John Parking Lot project is anticipated to be completed in the current year for \$300,000.

The Silo refurbishing project will be carried over to the next budget year but would be partially funded out of the TIF Fund and partially with a possible grant.

The reserve is \$1.5 million at the beginning of the year and figure it will be the same at the end of the current fiscal year with a 7-year remaining life on that TIF.

Capital Projects Fund (funds the annual road program and various other capital projects) Base revenues of \$1,650,000. Roughly \$1,050,000 comes from the Village's half percent non home ruled sales tax revenue. The Capital Projects Fund started the year with \$3 million dollars in restricted fund balances. The Village receives an additional \$250,000 on an annual basis. The estimated 2018 road program was \$2 million. The Village will end the year with \$2.2 million in reserves for the capital projects fund. The Road program next year will be about \$1.6 million.

#### Water Fund

Water charges are up 3.8% for the current fiscal year. This was due to the 4% rate increase that was effective June 1st. This was offset by the sanitary sewer rate decrease.

The primary focus is on spending down the bond proceeds for the two new wells and the water tower.

#### Police Pension Fund

Police pension contributions will be \$1,167,000. The Village decreased the police pension investment rate from 7% to 6.5%.

#### **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. 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

January 23, 2019

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

Attn: J

John Laskowski

Re

Well No. 8, Contract No 1 - Drilling

Pay Request No. 6, Partial

File:

NA-469A

Dear Mr. Laskowski

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 6, 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 \$34,490.25. The amount of payment requested is Thirty-Four Thousand, Four Hundred Ninety Dollars and Twenty-Five Cents (\$34,490.25).

Enclosed, please find copies of the following:

- 1. Contractor's Application for Payment No. 6, Partial (1 copy).
- 2. Contractor's Pay Request No. 6, Partial in the amount of \$34,490.25, along with the Contractor's Waiver of Lien and Certified Payroll (1 copy).
- 3. The Engineer's Approval of Payment No. 6, Partial in the amount of \$34,490.25 (3 copies).
- 4. Certification of Substantial Completion with the date of Substantial Completion of November 17, 2018. (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 January 14, 2019 Page 2 of 2

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 6, Partial in the amount of \$34,490.25 and approval of the Certificate of Substantial Completion. Upon the Village of North Aurora's approval, please sign all three copies of each document. Send one copy of each document to the Contractor, Layne Christensen Company, along with Payment No. 6, Partial. Return one signed copy of each document to Rempe-Sharpe and Associates, Inc. and retain one signed copy of each document 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.

D-1 a. / w=

Principal

Enclosures

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

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

#### APPROVAL OF PAYMENT NO. 6, PARTIAL

PROJECT: Well No. 8, Contract No 1 - Drilling PROJECT NO.: NA-469A

CONTRACTOR: Layne Christensen Company APPLICATION DATE: January 14, 2019

ADDRESS: 721 West Illinois Avenue

Aurora, IL 60506

FOR PERIOD ENDING: Nove

November 25, 2018

APPLICATION AMOUNT: \$34,490.25

#### **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

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

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TITLE: PN DICCOLOR

# **VONA APPROVED**

DATE 1/29/19 AMOUN 534,490. 25 PAY REQUEST NO. 6

DESCRIPTION Like & CONSTRUCTION WELL NO. 8, CONTRACT NO. 1 - DRILLING

ACCOUNT # 60.475 4875

**VILLAGE OF NORTH AURORA** 

SIGNATURE Que

NA-469A

	CONST	RDED ITITIES					1/14/2019 DAW
xtended Price	Quantity	Extended Price	Unit Price	Units	Quantity	Item Description	Item #
\$172,530.00	95%	\$182,530.00	\$182,530.00	LS	1	Mobilization & Site Cleanup	1
\$10,560.00	100%	\$10,560.00	\$352.00	LF	30	Drill 29-inch Hole, (0 ft - 30 ft)	2
\$6,000.00	100%	\$6,000.00	\$200.00	LF	30	26-inch Well Casing - 0.50" Thickness	3
\$196,725.00	100%	\$196,725.00	\$305.00		645	Drill 25-inch Hole, (30 ft - 675 ft)	4
\$91,800.00	100%	\$91,800.00	\$136.00	LF	675	22-inch Well Casing - 0.50" Thickness	5
\$3,100.00	100%	\$3,100.00	\$3,100.00	EA	1	Cement Shoe, 26-inch	6
\$2,600.00	100%	\$2,600.00	\$2,600.00	EA	1	Cement Shoe, 22-inch	7
\$2,842.00	91%	\$3,132.00	\$58.00	CF	54	Cement Grout Installation, Surface Casing	8
\$11,392.00	65%	\$17,600.00	\$32.00	CF	550	Cement Grout Installation, Long String Casing	9
\$74,400.00	100%	\$74,400.00	\$248.00	LF	300	Drill 21-inch Hole, (675 ft - 975 ft)	10
\$83,950.00	99%	\$85,100.00	\$230.00	LF	370	Drill 21-inch Hole, (975 ft - 1345 ft)	11
\$47,625.00	100%	\$47,625.00	\$47,625.00	EA	1	Furnish, Install, and Remove Test Pump	12
\$10,080.00	100%	\$10,080.00	\$420.00	HRS	24	Test Pumping for Development and Yield Test	13
\$2,690.00	100%	\$2,690.00	\$2.00	LF	1345	Television Survey	14
\$5,200.00	100%	\$5,200.00	\$5,200.00	LS	1	Well Disinfection	15
\$7,220.00	100%	\$7,220.00	\$38.00	CY	190	Earth Excavation	16
\$4,840.00	100%	\$4,840.00	\$44.00	CY	110	Porous Granular Embankment Subbase, 12"	17
\$2,880.00	100%	\$2,880.00	\$36.00	TN	80	Aggregate Access Road (CA-6), 8"	18
\$480.00	100%	\$480.00	\$2.00	SY	240	Geotechnical Fabric, 8 oz	19
\$6,400.00	100%	\$6,400.00	\$16.00	LF	400	Silt Fence w/Construction Fence	20
\$0.00		\$8,700.00	\$29.00	SY	300	Seeding, Class 0	21
\$9,192.00	100%	\$9,192.00	\$9,192.00	LSUM	1	NiCor Crossing Matting	22
<b>'52,506.01</b>		\$778,854.00				SUBTOTAL	
75,250.60						LESS 10% RETAINAGE	
42,765.15	4					LESS PREVIOUS PAYMENTS	
34,490.25						TOTAL DUE	
3	<b>*</b>					LESS PREVIOUS PAYMENTS	

Net Changes:

APPLICATION FOR PAYMENT OWNER: PROJECT: **APPLICATION NUMBER: 6** Village of North Aurora Well No. 8 **CONTRACT WORK:** 25 East State Street **PERIOD ENDING: 12/21/18** North Aurora, IL 60542 CONTRACT WORK: Well No. 8 **PROJECT NUMBER: 49614** CONTRACTOR: Engineer: **DISTRIBUTION:** Lavne Christensen Company Rempe-Sharpe and Assoc. Inc. PERCENT COMPLETE 87.0% CONTRACTOR < **ARCHITECT** ◀ 721 W. Illinois Ave. 423 W. State Street Aurora, IL 60506 Geneva, IL 60134 PREPARED BY: Brian Snelten File < Created using the unlicensed version of Paymee. **CONTRACTOR'S CERTIFICATION: APPLICATION FOR PAYMENT - SUMMARY** Refer to continuation sheets attached for detailed breakdown. 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 1. ORIGINAL CONTRACT AMOUNT: 769,662.00 amounts have been paid to him for Work for which previous Certificates for Payment were issued and 2. NET CHANGES TO CONTRACT: 9,192.00 payments received from the Owner, and that current payment shown herein is now due. 3. TOTAL CONTRACT AMOUNT: 778.854.00 **CONTRACTOR:** Layne Christensen Company **DATE: Dec 21, 2018** 4. TOTAL COMPLETED AND STORED TO DATE: 752.506.00 5. RETAINAGE: State: IL Country: USA a. 10 % of Completed Work 75,250.60 Subscribed & sworn to before me b. 50 % of Stored Material 21 day of September Total Retainage: 75.250.60 Notary Public Name: Kathy Vance Commission Expiration Date: Dec 8, 2018 6. TOTAL COMPLETED LESS RETAINAGE: 677.255.40 **ARCHITECT'S CERTIFICATION:** 642,765,15 7. LESS PREVIOUS APPLICATIONS: 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: 8. CURRENT PAYMENT DUE: 34,490,25 9. BALANCE TO FINISH INCLUDING RETAINAGE: 101.598.60 AMOUNT: Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount. **EXTRA WORK SUMMARY ADDITIONS DELETIONS** Changes From Prev Applications: ARCHITECT: DATE: Changes From This Application: The Amount Certified is payable to the contractor listed above. Total:

Created using Paymee for Excel, www.Paymee.com.

#### PAYMENT APPLICATION DETAIL

APPLICATION NO For Period Ending:

6 **12/21/18** 

PROJECT: Well No. 8 No: 49614

FROM: Layne Christensen Company

WORK: Well No. 8

VORK	CATEGORY						COMI	PLETED WORK			BALANCE TO	RETAINAGE	
Item	Description				Scheduled	Prev. App.	This	Арр.	Total		FINISH	10%	QUANTITIES THIS PER
No.		Quantity	Description	Unit Price	Value	Value	Work in Place	Stored Mat.	Value	%		1070	
A	В				С	D=Prev. (D+E)	E	F	G≂D+E+F	L=G/C	M=C-G	1	J
										Created usi	ng Paymee for Excel. Visit www.P	aymae.com for more information	n.
Test \	Wells No. 1 & 2												
1	Mobilization & Site Clean up	1	LS	182,530	182,530	136,897.50	35,632.50	-	172,530.00	95%	10000.00	17,253.00	
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		_	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	_	2,690	_	2,690.00	100%	_	269.00	
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	0,100		_	0.00	0%	8.700	0.00	
22	Nicor Crossing Matting	1	LS	9,192	9,192	9,192	_		9,192.00	100%	8,700	919.20	
		'		9,192	5,152	5, 182		-	হ, ।হ2.00	100%	_	818.20	
	Total Base Contract Work:				778,854	714,184	\$38,322.50	0.00	752,506	97%	26,348.00	75,250.60	-
	Total Extra Work				-					0%	0.00	0.00	
	GRAND TOTAL:				778,854	714,184	\$38,322.50	0.00	752,506.00	97%	26,348.00	75,250.60	-

Created using Paymee for Excel. Download for free at: www.Paymee.or



#### INVOICE

Inv No.: 92094629

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#:** 

WO#:

Contract

00049614

**LAYNE JOB #:** 49614

10160032 Sold To:

> North Aurora, IL, Village of ATTN: Accounts Payable 25 East State Street North Aurora, IL 60542-1684

Notes:

INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
12/28/18	01/27/19	MCDONALD, MICHAEL A	SNELTEN, BRIAN M	NET 30
QTY / Unit	s UOM	Remark	Unit Price	Total

WELL NO. 8 **PAY REQUEST 6** 

Work Completed to Date: \$752,506.00

1.00 LS Work Completed This Request \$38,322.50

\$38,322.50

\$38,322.50

Sub Total ==>

**Total Taxable Amount Total Tax Amount Total Retainage Amount - 10%** 

**Total Invoice Amount** 

\$38,322.50

(\$3,832.25)\$34,490.25

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.

DRAW:	#	6	5		
	The second secon	Address:	Labor	Francisco Control Control	-
JOB#:		4961	4		

	dersigned,	hoina	dealer		donooo			46-4	h - /- h -	. :-	46-
гос шк	iei sianea	CH-SILICA	CHILID	SWEIL	UEDOSES	i ann	SAVS	mai	DEVSDE	118	me

Layne Christensen Company

North Aurora Well No. 8

work on the project located at owned by Village of North Aurora

who is contractor for the

New Well Drilling and testing

Project Manager

That the total amount of the contract including extras is \$ 778,854.00 , on which payment of \$ 34,490.25 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.

The samples data work adderding to plane and						
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	5					
Aurora, IL 60506	Drilling of well, installation of casing, and test pumping	691,354.26	555,265.41	34,490.25	101,598.60	
Taylor Ridge Foundations, Inc.	Driling of 30" surface					
6710 134th Ave W	borehole and	40 700 00	40 500 00			
Taylor Ridge, IL 61284	installation of 26"	13,500.00	13,500.00	-	-	
Livingston Pipe & Tube, Inc.						
PO Box 300		00.454.00	20.454.00			
Staunton, IL 62088		68,151.00	68,151.00	-	-	
	Well Casing					
Ozinga Redi Mix						
PO Box 910		5,848.74	5,848.74			
Fankfort, IL 60423		5,040.74	5,040.74	-	-	
	Cement					
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				-	-	
		"		-	-	
Dama 4 25 4						
Page 1 of 1	TOTALS:	778,854.00	642,765.15	34,490.25	101,598.60	

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		21	
	Q	·/	Que Here
Signature:	"Duan-	Μ.	Drettu-

Subscribed and sworn to before me this

2018

KATHRYN VANCE Official Seal Notary Public - State of Illinois My Commission Expires Dec 8, 2022 Karhupo R Vance

#### 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	Villag	ge of North Aurora, IL
to furnish Labor and Materials		
for the premises known asWell No. 8		
PAY REQUEST NO. 6		
PAT REQUEST NO. 0		
of which Add to a Chlorida Avenue II		ia Alaa ayyaan
of which Village of North Aurora, IL	nter fire a th	is the owner
	rty live tri	housand four hundred ninety dollars and twenty five cents
whereof is hereby acknowledged, do(es) hereby wa		)Dollars, and other good and valuable considerations, the receipt release any and all lien or claim or right of lien under the Statutes
		above described premises and improvements thereon, and on the in the owner, on account of labor or services, material, fixtures or
apparatus heretofore furnished to this date by the un		
Given under Our h	nand	and seal this
21th day of December		2018
		Q . 11 8 1/2 SEAL
	<u> </u>	Brian M. Snelten, P.G. – Project Manager
		Layne Christensen Company
		SEAL
		er is for a corporation, corporate name should be used, corporate
seal affixed and title of officer signing waiver should used, partner should sign and designate himself as		orth; if waiver is for a partnership, the partnership name should be



#### REMPE-SHARPE

& Associates, Inc.

#### **Principals**

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

January 22, 2019

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

Attn: John Laskowski

Re Well No. 9, Contract No 1 - Drilling

Pay Request No. 2, Partial

File: NA-583A

Dear Mr. Laskowski,

Rempe-Sharpe and Associates, Inc. has completed the review of Pay Request No. 2, Partial as submitted by Water Well Solutions, Illinois Division, LLC of Elburn, Illinois for the Well No. 9, Contract No. 1 - Drilling Project awarded January 15, 2018 in the amount of \$654,762.50. The amount of payment requested is Three Hundred Twelve Thousand, Four Hundred Eighty- Two Dollars and Thirty-Eight Cents (\$312,482.38).

Enclosed, please find copies of the following:

- 1. Contractor's Application for Payment No. 2, Partial (1 copy).
- 2. Contractor's Pay Request No. 2, Partial in the amount of \$312,482.38, along with the Contractor's Waiver of Lien and Certified Payroll (1 copy).
- 3. The Engineer's Approval of Payment No. 2, Partial in the amount of \$281,234.14 (3 copies).

The difference between the amount requested and the engineer's approval is the 10% retainage as required per the contract. The Engineer has held this Pay Request for months awaiting the subcontractor's waivers.

Contractor has completed the site work in preparation for drilling. Th. The contractor has completed drilling the surface hole down to bedrock and has installed and grouted the 30-inch surface casing down into the bedrock. The contractor has drilled a 25-inch hole and installed the 22-inch long string casing 650 feet into the St. Peter's sandstone. The contractor has finished drilling a 21" hole to a depth of 1330 feet. The contractor has experienced some problems with the alignment test which should be cleared up when they televise the well this week. The remaining work entails the pump testing and site clean-up.

Rempe-Sharpe and Associates, Inc. recommends approval of Pay Request No. 2, Partial in the amount of \$281,234. Upon the Village of North Aurora's approval, please sign all three copies of the Approval for Pay Request No. 2, Partial. Send one copy of the document to the Contractor, Water Well Solutions, Illinois Division, LLC., along with Payment No. 2, 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.

D.1 a. Jax

Principal

Enclosures

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

# PAY REQUEST NO. 2, PARTIAL WELL NO. 9, CONTRACT NO. 1 - DRILLING VILLAGE OF NORTH AURORA

9/12/2018 BY: EJ				II .	ONTRACT UANTITIES	CONSTRUCTED QUANTITIES		
ltem #	Item Description	Unit Price	Units	Quantity	Extended Price	Quantity	Extended Price	
1	Mobilization & Site Cleanup	\$67,044.00	LS	1	\$67,044.00	0.75	\$50,283.00	
2	Drill 29-inch Hole (0 ft - 50 ft)	\$355.00	LF	50	\$17,750.00	50	\$17,750.00	
3	26-inch Well Casing - 0.50" Thickness	\$340.00	LF	50	\$17,000.00	50	\$17,000.00	
4	Drill 25-inch Hole (50 ft - 650 ft)	\$305.50	LF	600	\$183,300.00	600	\$183,300.00	
5	22-inch Well Casing - 0.50" Thickness	\$136.00	LF	650	\$88,400.00	650	\$88,400.00	
6	Cement Shoe, 26-inch	\$3,600.00	EA	1	\$3,600.00	1	\$3,600.00	
7	Cement Shoe, 22-inch	\$3,200.00	EA	1	\$3,200.00	1	\$3,200.00	
8	Cement Grout Installation, Surface Casing	\$23.00	CF	54	\$1,242.00	135	\$3,105.00	
9	Cement Grout Installation, Long String Casing	\$42.18	CF	550	\$23,199.00	891	\$37,582.38	
10	Drill 21-inch Hole, (650 ft - 980 ft)	\$257.00	LF	330	\$84,810.00		\$0.00	
11	Drill 21-inch Hole (980 ft - 1330 ft)	\$257.00	LF	350	\$89,950.00		\$0.00	
12	Furnish, Install and Remove Test Pump	\$18,220.00	EA	1	\$18,220.00		\$0.00	
13	Test Pumping for Development and Yield Test	\$325.00	HR	36	\$11,700.00		\$0.00	
14	Television Survey	\$1.25	LF	1330	\$1,662.50		\$0.00	
15	Well Disinfection	\$7,680.00	LS	1	\$7,680.00		\$0.00	
16	Earth Excavation	\$66.50	CY	190	\$12,635.00	190	\$12,635.00	
17	Porous Granular Embankment Subbase, 12"	\$75.00	CY	110	\$8,250.00	110	\$8,250.00	
18	Aggregate Access Road (CA-6), 8"	\$70.50	TN	80	\$5,640.00	80	\$5,640.00	
19	Geotechnical Fabric, 8 oz	\$8.25	SY	240	\$1,980.00	240	\$1,980.00	
20	Silt Fence w/Construction Fence	\$8.00	LF	400	\$3,200.00	400	\$3,200.00	
21	Seeding, Class 1	\$12.00	SY	200	\$2,400.00		\$0.00	
22	12" CMP Culvert w/FES	\$95.00	LF	20	\$1,900.00	20	\$1,900.00	
	TOTA	L BASE BID			\$654,762.50	\$43	7,825.38	
LTERN	NATE BID							
A1	Working 24 Hours-a-Day	ADD / DEI	DUCT		\$0.00	0)	\$0.00	
JPPLE	EMENTAL BID ITEMS							
Item #	Item Description	Unit Price	Units	Quantity	Extended Price	Quantity	Extended Price	
S1	18-inch Well Casing - 0.375"	\$186.00	LF	0	\$0.00		\$0.00	
S2	Cement Shoe, 18-inch	\$2,200.00	EA	0	\$0.00		\$0.00	
S3	Drill 17-1/4 inch Hole (880' - 1330')	\$211.00	LF	0	\$0.00		\$0.00	
	SUBTOTAL SUPPLEMENTAL	BID TOTAL			\$0.00	\$0.00		
	TOTAL BASE BID+	/ - ALTERNA	TE BID	\$6	54,762.50	\$43	7,825.38	
	LES	SS 10% RETA	AINAGE			\$43	3,782.54	
	LESS PR	EVIOUS PAY	MENTS		y .	\$11	2,808.70	

#### **WATER WELL SOLUTIONS** Illinois Division, LLC.

710 Herra St Elburn, IL 60119 Web: www.wwssg.com



TF: 888-769-9099 Fax: 630-365-9069

Customer: Village of North Aurora

c/o Rempe Sharpe & Associates

324 W. State Street Geneva, IL 60134

Attn: Dan Watson & Eric Johnson

Project Engineer:

Ahmad Hamdan

**INVOICE #:** 

As of Date: 8/29/2018

Project #:

139593

Task #:

1.01

Progress or Final:

**Progress** 

PO#: NA-583A

Qty / Date	Unit	Description	Unit Price	TOTAL
		Pay Request No. 2- North Aurora Well 9 Drilling		
600	LF	ITEM 4- Drill 25" hole	305.50	\$183,300.00
650	LF	ITEM 5- 22" well casing	136.00	\$88,400.00
1	EA	ITEM 7- cement shoe, 22 inch	3,200.00	\$3,200.00
891	CF	ITEM 9- cement grout install, long string casing	42.18	\$37,582.38
			Subtotal	\$312,482.38
			Tax	

Total Due \$312,482.38

PLEASE REMIT ALL PAYMENTS TO:

P. O. BOX 674233 **DALLAS, TX 75267-4233** 

#### WAIVER OF LIEN TO DATE

	WAIVER OF	LIEN TO DATE						
STATE OF ILLINOIS COUNTY OF KANE } SS								
TO WHOM IT MAY CONCERN:  Escrow #								
WHEREAS the undersigned has been empto furnish	bloyed by Village of Well Drilli	North Aurora						
for the premises known as	Well No. 9	пу						
of which					Services			
of which	Village of North A	urora			is the owner.			
THE undersigned, for and in consideration of  Three hundred twelve thousand, four hundred eighty two and 38/100th  (\$ 312,482.38 ) 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 moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*								
DATE December 7, 2018	_ COMPANY AI		Well Solutions North Street,					
SIGNATURE AND TITLE	Ahmad Hamdan Projec	t Manaer M	Ill_					
*EXTRAS INCLUDE BUT ARE NOT LIMIT	ED TO CHANGE ORDERS, BO	TH ORAL AND WRITTEN	, TO THE CONTR	RACT				
	CONTRACTO	NO A PERDATION						
OTATE OF HADIO		<u> DR'S AFFIDAVIT</u>						
STATE OF ILLINOIS COUNTY OF KANE }	SS							
TO WHOM IT MAY CONCERN:								
THE UNDERSIGNED, (NAME)	Ahmad Ha	ımdan	BE	ING DULY SWO	ORN, DEPOSES			
AND SAYS THAT HE OR SHE IS (POS	ITION) Project Ma	nager			OF			
(COMPANY NAME)	Water Well	Solutions Illinois Divisi	on, LLC		WHO IS THE			
CONTRACTOR FURNISHING	Well Drillin			WORK ON T	THE BUILDING			
LOCATED AT	25 East State Street	, North Aurora, IL 6054	2					
OWNED BY	Village of North A							
That the total amount of the contract inclusing the second of the contract inclusions and there is not claim either legal or equitable have furnished material or labor, or both, is material entering into the construction their material required to complete said work and	this payment. That all waive to defeat the validity of said for said work and all parties h reof and the amount due or to	waivers. That the followi aving contracts or sub con become due to cach, and	nuine and delive ng are the names ntracts for specifi	red unconditional and addresses of a portions of said	lly and that f all parties who I work or for			
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE			
Water Well Solutions Illinois Div., LLC	Well drilling	\$ 654,762.50	\$125,343.00	\$ 312,482.38				
Kane County Excavating	Excavating	37.17.00.00	\$ 26,299.72	- 5121102120	\$ 210,007.12			
Ozinga	Upper Casing Grout		\$ 16,258.32					
Livingston Pipe	Pipe		\$ 58,477.43					
All other material is taken from fully pa		r trucks.						
All labor and fringe benefits are paid in								
TOTAL LABOR & MATERIAL INCLDG EXT	TRAS* TO COMPLETE	\$ 654,762.50	\$ 125,343.00	\$ 312,482.38	\$ 216,937.12			
That there are no other contracts for said we other work of any kind done upon or in condition.  DATE December 7th, 2018	vork outstanding, and that the nnection with said work other SIGNATURE:	re is nothing due or to bed than above stated.		person for materia	al, labor or			
SUBSCRIBED AND SWORN TO BEFOR	REMETHIS.	744	DAY OF	Decembe	2018			
OFFICIAL SEAL NANETTE'S ECKLEY NOTARY PUBLIC - STATE OF ILLINOIS  *EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHARGE WIRE SERVED TO THE CONTRACT								

#### **FINAL WAIVER OF LIEN**

November 28th, 2018

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien in building about to be erected, being erected, altered or repaired and to appurtenances thereunto belonging, for Village of North Aurora, owner, by Ozinga Ready Mix, supplier, as being in Kane County, State of Illinois as described as Well No. 9, for all labor performed and for all materials furnished for the erection, construction alteration or repair of said building and appurtenances, to Village of North Aurora, IL.

Invoice 1085293, dated 6/8/18 in the amount of \$1,868.40

Invoice 1137771, dated 8/28/18 in the amount of \$12,435.12

Invoice 1136363, dated 8/25/18 in the amount of \$1,954.80.

Ozinga Ready Mix Concrete

#### FINAL WAIVER OF LIEN

November 28th, 2018

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien in building about to be erected, being erected, altered or repaired and to appurtenances thereunto belonging, for Village of North Aurora, owner, by Kane County Excavating, supplier, as being in Kane County, State of Illinois as described as Well No. 9, for all labor performed and for all materials furnished for the erection, construction alteration or repair of said building and appurtenances, to Village of North Aurora, IL.

Invoice 4529, dated 4/16/18 in the amount of \$9,227.92

Invoice 4525, dated 3/27/18 in the amount of \$16,299.00

Invoice 4971, dated 12/4/18 in the amount of \$772.80

Karie County Excavating

#### **FINAL WAIVER OF LIEN**

November 28th, 2018

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien in building about to be erected, being erected, altered or repaired and to appurtenances thereunto belonging, for Village of North Aurora, owner, by Livingston Pipe, supplier, as being in Kane County, State of Illinois as described as Well No. 9, for all labor performed and for all materials furnished for the erection, construction alteration or repair of said building and appurtenances, to Village of North Aurora, IL.

Invoice 1132393, dated 4/19/18 in the amount of \$5,106.23

Invoice 1131234, dated 4/19/18 in the amount of \$25,346.22

Invoice 1131232, dated 4/20/18 in the amount of \$28,024.98.

Livingston Pipe

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

#### APPROVAL OF PAYMENT NO. 2, PARTIAL

PROJECT: Well	No. 9, Contract No 1 - Drilling	PROJECT NO.:	NA-583A				
CONTRACTOR:	Water Well Solutions	APPLICATION DATE:	January 22, 2019				
ADDDECC.	Illinois Division LLC	FOR PERIOD ENDING:	September 20, 2018				
ADDRESS:	710 Herra Street Elburn, Illinois 60119	APPLICATION AMOUNT:	\$281,234.14				
	ENGINEER'S	SAPPROVAL					
contract for the at a Contractor's Ce	hereto is a Contractor's Application pove-mentioned project through the rtificate stating that all previous pa ge in full all his obligation in conne	e date indicated above. Attach yments to him under his contr	ed to the application is				
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 no constitute final approval or acceptance of the work accomplished or completed by the Contractor.							
		REMPE-SHARPE & ASSOC Consulting Engineers	CIATES, INC.				
DATE: <u>January</u>	22, 2019 BY:	Daniel A. Watson,					
	OWNER'S A	APPROVAL					
terms of the Conti	rsigned, being the Owner of the ab ract Documents, does hereby apport work accomplished under his con	rove the attached Application	for Partial Payment to				
	nderstood that this Approval by the work accomplished or completed		titute final approval or				
		VILLAGE OF NORTH AURO	ORA				
		BY:					
		TITLE.					

DATE:



#### Memorandum

To: Steven Bosco, Village Administrator

From: John Laskowski, Public Works Director

Date: January 17, 2019

Re: HVAC Building Actuation Software Combination

Last year the Village reviewed a proposal by Interactive Building Solutions, LLC (IBS) to combine the HVAC software that controls the Police Department with the software that is controlling the Village Hall HVAC. This would allow those individuals with access to the software to view HVAC systems.

We had budgeted for this in Capital Projects in the amount of \$31,000. This amount was to complete two HVAC projects. The first, which is complete, was to replace all of the controllers on the Village Hall RTUs. This project came in under budget at a cost of \$7,620. The cost proposed for this second project is \$11,400 to link the systems and \$1,950 to add a server. I am requesting the authorization of the \$11,400 with the option of adding the \$1,950. Dave Arndt believes that it may be possible to reduce this cost but needs to perform additional research.

Staff recommendation is to approve the HVAC project proposal from Interactive Building Solutions, LLC in the amount of \$11,400 with the ability to add a server for \$1,950 if it is determined to be more cost effective, for a not to exceed amount of \$13,350.00.



January 10, 2019

To: ESTIMATE DEPT

Re: Village of North Aurora - BAS Server

25 E. State St.

North Aurora, IL 60542 Temperature Controls

Dear ESTIMATE DEPT,

Interactive Building Solutions, LLC is submitting this proposal to accomplish the control work for the referenced project.

Interactive Building Solutions would provide all necessary project management, supervision, engineering, technical support, tools, and equipment to accomplish the following:

#### **Base Bid**

#### **Building Automation System Graphical N4 Server**

Provide and install a Johnson Controls - Facility Explorer Tridium Server for the control, graphics, historical trending, alarming, auditing, and software access.

- Furnish and install Tridium N4 Server software to the customers PC.
- Integrate the Village Hall Jace and Police Department Jace to the Tridium N4 server to allow access to both building thru one user interface.
- Integrate the control points and graphics from both buildings to the new N4 server.
- Upgrade the software on the (2) existing Jaces.
- Customer will need to provide admin user credentials for the Police Department building.
- This proposal assumes the network connection of the newly installed automation system will be provided by the client.
- This proposal assumes all external connectivity and requisite network services such as email alarming, remote access to the system, and time synchronization, including SMTP, DNS, NTP, and VPN will be provided by the client for use by the building automation system.

Your cost for the scope of work is: \$11,400.00

#### Alternate #1 - Server PC



• Furnish and install (1) PC that will be the server for the automation system.

Your cost for the scope of work is: \$1,950.00

#### Miscellaneous

- Write, test, and install the control programs.
- Provide system graphics
- Map the points to the new front end workstation
- Provide (3) paper sets and (1) electronic copy of the engineered as-built control drawings.

#### **Exclusions/Clarifications**

No permits, fees or bonds

Thank you for the opportunity to present this quotation. If you have any questions, or if I can be of further assistance, please contact me at your earliest convenience.

# This proposal is hereby accepted, and Interactive Building Solutions, LLC is authorized to proceed with the work, subject however, to credit approval by Interactive Building Solutions. Signature Signature Name: Name: Milton Woo PO #: Title:



#### **TERMS & CONDITIONS**

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. We do not include and we assume that the GENERAL CONTRACTOR or MECHANICAL CONTRACTOR or OWNER will cooperate and provide all associated architectural/general trade work of any kind such as: cutting and patching of walls, roof, and floors; sleeving of all required openings; concrete work; equipment pads or bases; roofing; building structural support steel; access doors or panels; ceiling removal or replacement; louvers; painting; decorating; framing or headering of openings; lintels; landscaping; adequate access to areas to perform our work; dumpsters; etc. We assume that all required openings would be provided by OTHERS.. "in-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by our company shall be distributed and installed by others under our supervision but at no additional cost to us. Purchaser agrees to provide our company with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Our company agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge our company for any costs or expenses without our written consent.

It is our mutual understanding that the existing equipment and the associated system components that we are to tie into and utilize are in proper operating condition. We did not anticipate any additional costs for service, maintenance, repairs, or replacement parts that may be required for the existing equipment or the associated components. The only service work that is included is outlined above.

Unless specifically noted in the statement of the scope of work or services undertaken by our company under this agreement, our company's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by our company shall not operate to compel us to perform any work relating to hazardous or dangerous materials without our company's express written consent.

- 2. INVOICING & PAYMENTS. Our company may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for mobilization, contract, fees, and insurance costs incurred prior to installation. This 10% shall be included in our company's initial invoice. Purchaser agrees to pay our company the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If our company's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of our company, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, our company shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.



- 4. SOFTWARE As a component of this agreement, some portions of the work may comprise of software, software programs, intellectual property, databases, and/or software code, hereby referred to as SOFTWARE, for operation. This SOFTWARE, provided to the PURCHASER, is stored on and utilized by the component HARDWARE (controllers, computers, or other direct digital devices), and made available through access to such HARDWARE. This SOFTWARE may or may not be provided separately at substantial completion as defined by the SCOPE OF WORK. Our company will, in good faith, attempt to maintain duplicates or backups of said SOFTWARE for the period of (12) months from the date of substantial completion. In no event will we or our suppliers be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability arising out of the use of or inability to use the SOFTWARE even if we or out suppliers have been advised of the possibility of such damages. In no event will be or our suppliers be liable for the recreation, restoration, or repair of said SOFTWARE due to any corruption, failure, loss of data, or otherwise.
- 5. LIABILITY. Our company shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by our company or, alternatively, shall provide our company with acceptable tax exemption certificates. Our company shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 7. DELAYS. Our company shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond our control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of us.
- 8. COMPLIANCE WITH LAWS. Our company shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 9. DISPUTES. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 10. INSURANCE. Insurance coverage in excess of our company's standard limits will be furnished when requested and required. No credit will be given or premium paid by our company for insurance afforded by others.
- 11. INDEMNITY. The Parties hereto agree to indemnify each other from all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- 12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.



- 13. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 14. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon our company unless accepted by our company in writing.

# Accounts Payable To Be Paid Proof List

User: Ablaser

Printed: 01/31/2019 - 3:12PM Batch: 00501.02.2019



Description		Amount	Account	Acct Name	Invoice #	<b>Inv Date</b>	Pmt Date
ADT 048240 VH Alarm 1/30/19 - 4/29/19		243.36	01-445-4520	Public Buildings Rpr & Mtce	684689906	1/11/2019	02/04/2019
	Total:	243.36	*Vendor Total				
<b>Aflac</b> 030540							
AFLAC- Feb 2019	_	225.58	01-000-2053	AFLAC	163423	1/26/2019	02/04/2019
	Total:	225.58	*Vendor Total				
<b>AIM</b> 046510							
Flex- Jan 2019	_	189.00	01-430-4267	Finance Services	00030662	2/1/2019	02/04/2019
	Total:	189.00	*Vendor Total				
Alarm Detection Systems of IL 000060							
TP Security	_	798.00	60-445-4652	Communications	183240-1007	1/6/2019	02/04/2019
	Total:	798.00	*Vendor Total				
AT&T 001620							
PW Garage- Internet	_	174.17	01-445-4651	Telephone	01072019	1/7/2019	02/04/2019
	Total:	174.17	*Vendor Total				
<b>Bonnell Industries</b> 035410							
Blade Repair		413.52	01-445-4511	Vehicle Repair and Maint	0184204-IN	1/4/2019	02/04/2019
	Total:	413.52	*Vendor Total				
Butler Chemical Company, Inc.							
046060 VH & PD Mthly Chemical Test		200.00	01-445-4520	Public Buildings Rpr & Mtce	24001	1/5/2019	02/04/2019
	Total:	200.00	*Vendor Total				
C & R Specialists 008640							

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Emissions Repair- Squad #73 Brake Repair- Squad #69			01-440-4511 01-440-4511	Vehicle Repair and Maint Vehicle Repair and Maint	01152019 01172019	1/15/2019 1/17/2019	02/04/2019 02/04/2019
	Total:	622.68	*Vendor Total				
C. O. P. S. Testing Service							
010080 Promotional Exam Testing(9)		975.00	01-439-4380	Recruit Testing	104932	8/23/2018	02/04/2019
	Total:	975.00	*Vendor Total				
Camic Johnson, LTD.							
03989 Admin Hearings		350.00	01-441-4260	Legal	101	1/16/2019	02/04/2019
Adjudication			01-441-4506	Publishing	115	1/18/2019	02/04/2019
	Total:	700.00	*Vendor Total				
Carus Corporation							
033300 ETRANCO CI		202.02	60 445 4427	CI.I.	CI C 100725	w 1 /1 7 /2 0 1 0	02/04/2010
ETP HMO Chem ETP HMO Feed			60-445-4437 60-445-4437	Chlorine Chlorine	SLS 1007259 SLS 1007275		02/04/2019 02/04/2019
	- T ( )	522.60	437 1 m . 1				
	Total:	532.60	*Vendor Total				
Comcast Cable							
040740 PD TV Service		-0.03	01-440-4652	Communications	87712006101	1/10/2019	02/04/2019
PD Internet Service			01-440-4652	Communications	87712006101		02/04/2019
ETP Internet Service		151.85	60-445-4652	Communications	87712006101	(1/2/2019	02/04/2019
	Total:	597.42	*Vendor Total				
Commercial Tire Services, Inc.							
038680 Tow Max Rod		72.50	01-445-4511	Vehicle Repair and Maint	3330021179	1/11/2019	02/04/2019
	Total:	72.50	*Vendor Total				
Commonwealth Edison 000330							
Streetlights/4 S. Willoway		71.90	10-445-4660	Street Lighting and Poles	0146092024	1/9/2019	02/04/2019
Streetlights/1802 Orchard Gateway			10-445-4660	Street Lighting and Poles	0562144049		02/04/2019
Streetlights/1901 Orchard Gateway		57.19	10-445-4660	Street Lighting and Poles	0835082016	1/9/2019	02/04/2019
East Tower Electric			60-445-4662	Utility	1313136025		02/04/2019
Streetlights/1200 Orchard Gateway			10-445-4660	Street Lighting and Poles	1344158042		02/04/2019
Streetlights/Rt 56 & Rt25			10-445-4660	Street Lighting and Poles	1425064018		02/04/2019
Streetlights/Randall & Ice Cream Streetlights/Comiskey & Orchard			10-445-4660 10-445-4660	Street Lighting and Poles Street Lighting and Poles	1543019148 2313121105		02/04/2019 02/04/2019
Streetlights/19 N. Lincolnway			10-445-4660	Street Lighting and Poles Street Lighting and Poles	2985029045		02/04/2019
	Total:	1 574 25	*Vendor Total				
	10m1.	1,577.25	TOTAL TOTAL				

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Constellation NewEnergy, Inc.						
034130 Street Lights/Orchard Gateway & Deerpat	th 82.85	10-445-4660	Street Lighting and Poles	13758586801	1/10/2019	02/04/2019
Street Lights/Orchard & Oak		10-445-4660	Street Lighting and Poles	13758598001	1/10/2019	02/04/2019
Street Lights/1600 Orchard Gateway		10-445-4660	Street Lighting and Poles	13758621801		02/04/2019
Street Lights/Rt 25 & White Oak		10-445-4660	Street Lighting and Poles	13758629001		02/04/2019
Street Lights/Orchard Gateway	262.21	10-445-4660	Street Lighting and Poles	13758643401	1/10/2019	02/04/2019
Total	1; 1,132.75	*Vendor Total				
D&A Powertrain Components, INC						
467649 Ring & Washers	5.62	01-445-4511	Vehicle Repair and Maint	224498	1/3/2019	02/04/2019
Air Hose (2)- Truck #186		01-445-4511	Vehicle Repair and Maint	224520	1/7/2019	02/04/2019
Chamber, Air Hose, Clevis- Truck #186	268.24	01-445-4511	Vehicle Repair and Maint	224530	1/7/2019	02/04/2019
Total	304.58	*Vendor Total				
Dahme Mechanical Industries, Inc.						
051650	ć 000 00	(0.4((.4075	0.34	20100000	1/0/2010	02/04/2010
WTP MIOX Installation	6,900.00	60-466-4875	Capital Improvements	20190008	1/9/2019	02/04/2019
Total	6,900.00	*Vendor Total				
Dustcatchers & Logo Mat, Inc.						
023610 Towel & Rug Cleaning	32.93	01-445-4520	Public Buildings Rpr & Mtce	57173	1/9/2019	02/04/2019
• •			0 1			
Total	1: 32.93	*Vendor Total				
Euclid Managers						
049670 Short Town Disability Feb 2010	227.24	01 000 2057	Chart Tame Disability	2/1 2/29	1/15/2010	02/04/2010
Short-Term Disability- Feb 2019	327.24	01-000-2057	Short-Term Disability	2/1-2/28	1/15/2019	02/04/2019
Total	1: 327.24	*Vendor Total				
Eye For Design						
040200 VONA Printed Envelopes	70.00	01-430-4411	Office Expenses	EFD5493-01	1/21/2010	02/04/2019
VONA Printed Envelopes  VONA Printed Envelopes		01-430-4411	Office Expenses	EFD5493-01 EFD5493-02		02/04/2019
VONA Printed Envelopes		01-445-4411	Office Expenses	EFD5493-03		02/04/2019
VONA Printed Envelopes	70.00	60-445-4411	Office Expenses	EFD5493-04	1/21/2019	02/04/2019
Total	1: 280.00	*Vendor Total				
Feece Oil						
031060						
Mid-Grade Fuel	,	71-000-1340	Gas/Diesel Escrow	3596462	1/16/2019	02/04/2019
Diesel Fuel	922.86	71-000-1340	Gas/Diesel Escrow	3596463	1/16/2019	02/04/2019
Total	1: 2,804.86	*Vendor Total				
Frost Electric Company, Inc.						

021540

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Electrical Work/WTP MIOX Instal	llation	8,950.00	60-466-4875	Capital Improvements	7705	1/11/2019	02/04/2019
	Total:	8,950.00	*Vendor Total				
Gerald Ford							
467768 Squad Repair- Squad #63		307.10	01-440-4511	Vehicle Repair and Maint	5002929	1/23/2019	02/04/2019
	Total:	307.10	*Vendor Total				
Harmonic Heating & Air Condition	ioning						
047680 RTU4 Repair- PD		168.00	01-445-4520	Public Buildings Rpr & Mtce	34260	1/21/2019	02/04/2019
RTU5 Repair- PD		280.00	01-445-4520	Public Buildings Rpr & Mtce	34268	1/3/2019	02/04/2019
Filter Replacement- PD		,	01-445-4520	Public Buildings Rpr & Mtce	34301	1/9/2019	02/04/2019
Boiler Repair- PD			01-445-4520	Public Buildings Rpr & Mtce	34311	1/10/2019	02/04/2019
RTU6 Repair- PD		/84.00	01-445-4520	Public Buildings Rpr & Mtce	34350	1/16/2019	02/04/2019
	Total:	3,108.00	*Vendor Total				
Harris Corporation PSPC							
041190 Portable Radio Antennas		300.00	01-440-4510	Equipment/IT Maint	93308482	1/18/2019	02/04/2019
	Total:	300.00	*Vendor Total				
ILLCO Inc.							
040110							
PVC Ball Valves For TP Repairs			60-445-4567 60-445-4567	Treatment Plant Repair/Maint Treatment Plant Repair/Maint	1348129 1348130	1/18/2019 1/18/2019	02/04/2019 02/04/2019
WTP Repair Parts WTP Repair Parts			60-445-4567	Treatment Plant Repair/Maint Treatment Plant Repair/Maint	1348131	1/18/2019	02/04/2019
	Total:	612.92	*Vendor Total				
Illinois Section American WWA							
025350 WaterCon Registration/Young		225.00	60-445-4370	Conferences & Travel	200040867	1/25/2019	02/04/2019
	Total:	225.00	*Vendor Total				
Interstate Billing Service, Inc.							
049760 Oil Pan Kit- Truck #178		755.00	01-445-4511	Vehicle Repair and Maint	3013343636	1/3/2019	02/04/2019
	Total:	755.00	*Vendor Total				
ISARC							
467783 Membership Fee/Buziecki		50.00	01-440-4390	Dues & Meetings	01172019	1/17/2019	02/04/2019
	Total:	50.00	*Vendor Total				
<b>John Laskowski</b> 467784							

Description	Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
ICMA Overpayment Refund	896.00	01-000-2055	Payroll Deductions	00209007	1/21/2019	02/04/2019
Total:	896.00	*Vendor Total				
<b>Julie</b> 013400						
2019 Annual Assessment	8,522.91	60-445-4652	Communications	2019-1208	1/9/2019	02/04/2019
Total:	8,522.91	*Vendor Total				
Kane Co Div of Transportation 021090						
Traffic Light & Signal Maint/4th Qtr	405.00	01-445-4545	Traffic Signs & Signals	2018-000000	5 11/30/2018	02/04/2019
Total:	405.00	*Vendor Total				
Layne Christensen Company						
025170 Well Drilling #8 Pay #6	34,490.25	60-470-4875	Capital Improvements	NA-469A	1/23/2019	02/04/2019
Total:	34,490.25	*Vendor Total				
LFC Entertainment Group						
049610 NA Days- Libido Funk Circus/50% deposit	1,750.00	15-430-4751	North Aurora Days Expenses	01222019	1/22/2019	02/04/2019
Total:	1,750.00	*Vendor Total				
<b>Menards</b> 016070						
Safety Glasses & Washers	13.69	01-445-4510	Equipment/IT Maint	5741	1/10/2019	02/04/2019
Total:	13.69	*Vendor Total				
Miller Coffee Property, LLC 467786						
Soil Testing & Removal- 24 S. Lincolnway	39,997.00	12-480-4875	Capital Improvements	01292019	1/29/2019	02/04/2019
Total:	39,997.00	*Vendor Total				
Mooney & Thomas, Pc 001040						
Payroll Service- Dec 2019	850.00	01-430-4267	Finance Services	1218311	12/31/2018	02/04/2019
Total:	850.00	*Vendor Total				
North Aurora NAPA, Inc. 038730						
Oil Filters(6)		01-445-4511	Vehicle Repair and Maint	312696	1/2/2019	02/04/2019
Tire & Clamp Val- Truck #174 Squad Parts- Squad #72		01-445-4511 01-440-4511	Vehicle Repair and Maint Vehicle Repair and Maint	312765 312837	1/3/2019 1/4/2019	02/04/2019 02/04/2019
Slack Adjuster Wrench	138.10	01-445-4870	Equipment	312867	1/4/2019	02/04/2019
Camshaft Washer- Truck #186 Saw Blade		01-445-4511 01-445-4870	Vehicle Repair and Maint Equipment	312966 313124	1/5/2019 1/8/2019	02/04/2019 02/04/2019

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Squad Parts- Squad #72		160.79	01-440-4511	Vehicle Repair and Maint	313129	1/8/2019	02/04/2019
Clevis Assy- Truck #186		2.80	01-445-4511	Vehicle Repair and Maint	313137	1/8/2019	02/04/2019
Squad Parts		18.25	01-440-4511	Vehicle Repair and Maint	313686	1/14/2019	02/04/2019
Air Filter- Truck #164		10.46	01-445-4511	Vehicle Repair and Maint	313732	1/15/2019	02/04/2019
Squad Parts- Squad #63			01-440-4511	Vehicle Repair and Maint	313740	1/15/2019	02/04/2019
Battery Cable Terminal		5.21	01-445-4511	Vehicle Repair and Maint	313762	1/15/2019	02/04/2019
Rainx Weather Bead			01-445-4511	Vehicle Repair and Maint	313786	1/15/2019	02/04/2019
Squad Parts- Squad #63		22.96	01-440-4511	Vehicle Repair and Maint	313800	1/16/2019	02/04/2019
	Total:	777.77	*Vendor Total				
Office Depot							
035720							
Office Supplies		27.95	01-440-4411	Office Expenses	2263093649	1/2/2019	02/04/2019
Office Supplies		31.63	01-440-4411	Office Expenses	2263526250	1/3/2019	02/04/2019
	Total:	59.58	*Vendor Total				
Office Depot							
039370							
Office Supplies		6.97	01-430-4411	Office Expenses	23851293200	11/28/2018	02/04/2019
Office Supplies			01-445-4411	Office Expenses	23851293200		
Office Supplies			60-445-4411	Office Expenses	23851293200		
Office Supplies			01-441-4411	Office Expenses	23851293200		
Office Supplies		13.98	01-430-4411	Office Expenses	24285619300		
Office Supplies		41.75	01-430-4411	Office Expenses	24542399400		
Office Supplies			01-445-4411	Office Expenses	24542399400		
Office Supplies			60-445-4411	Office Expenses	24542399400		
Office Supplies			01-441-4411	Office Expenses	24542399400		
Office Supplies			01-430-4411	Office Expenses	24710036000		
Office Supplies			01-445-4411 60-445-4411	Office Expenses	24710036000		
Office Supplies Office Supplies		5.57 5.58	01-441-4411	Office Expenses Office Expenses	24710036000 24710036000		
Office Supplies		26.44		Office Expenses	24710030000		
Office Supplies		26.44		Office Expenses	24729865600		
Office Supplies			60-445-4411	Office Expenses	24729865600		
Office Supplies			01-441-4411	Office Expenses	24729865600		
Office Supplies			01-441-4411	Office Expenses	25349828300		02/04/2019
Office Supplies			01-445-4411	Office Expenses	25349828300		02/04/2019
Office Supplies			60-445-4411	Office Expenses	25349828300		02/04/2019
Office Supplies			01-441-4411	Office Expenses	25349828300		02/04/2019
Office Supplies		22.51	01-430-4411	Office Expenses	25458687900		02/04/2019
Office Supplies		86.53	01-445-4411	Office Expenses	25458687900	1/10/2019	02/04/2019
Office Supplies		22.52	60-445-4411	Office Expenses	25458687900	1/10/2019	02/04/2019
Office Supplies		22.52	01-441-4411	Office Expenses	25458687900	1/10/2019	02/04/2019
Pre-Inked Stamp		71.99	01-441-4411	Office Expenses	25548246800	1/8/2019	02/04/2019
Plastic Cutlery		3.55	60-445-4411	Office Expenses	25548259100	1/7/2019	02/04/2019
Payroll Envelopes		56.14	01-430-4411	Office Expenses	25698238900	1/10/2019	02/04/2019
	Total:	770.57	*Vendor Total				
Preventative Maintenance System	ms, Inc.						
050200 Safety Sticker Truck #186		56.00	01 445 4511	Vahiela Pensir and Maint	01002010	1/0/2010	02/04/2010
Safety Sticker- Truck #186			01-445-4511	Vehicle Repair and Maint	01092019	1/9/2019	02/04/2019
Safety Sticker- Truck #179 Safety Sticker- Truck #176			01-445-4511 01-445-4511	Vehicle Repair and Maint Vehicle Repair and Maint	09062018 12182018	9/6/2018	02/04/2019 02/04/2019
Safety Sucket- Huck #1/0		30.00	01-443-4311	vemere kepan and Maint	12102018	12/18/2018	02/04/2019

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
	Total:	128.00	*Vendor Total				
Rempe Sharpe & Associates							
000970 Eng Serve- Chlorination Equip U	Jpgrades	203.11	60-445-4255	Engineering	26705	12/14/2018	02/04/2019
	Total:	203.11	*Vendor Total				
Rubino Engineering, Inc. 039500							
Eng- Road Program Materials		527.00	21-450-4255	Engineering	4828	10/31/2018	02/04/2019
	Total:	527.00	*Vendor Total				
Superior Asphalt Materials LLG	C						
031440 Cold Mix		224.46	01-445-4540	Streets & Alleys Rpr & Mtce	20190003	1/4/2019	02/04/2019
	Total:	224.46	*Vendor Total				
Technology Management Rev F 007390	und						
IWIN		723.32	01-440-4652	Communications	T1918439	1/15/2019	02/04/2019
	Total:	723.32	*Vendor Total				
Tri-County							
027350 Snow Removal- 1/12/19		20,141.50	01-445-4538	Snow Removal	19-01-6217	1/16/2019	02/04/2019
	Total:	20,141.50	*Vendor Total				
Tru Tactical							
467785 Active Shooter Vest Plates		2 000 00	01 440 4292	Eiroanna Trainin a	1049	1/14/2010	02/04/2010
Active Shooter vest Plates			01-440-4383	Firearm Training	1048	1/14/2019	02/04/2019
	Total:	2,000.00	*Vendor Total				
Verizon Wireless							
025430 Cell Phone Dec 13- Jan12/PD		76.13	01-440-4652	Communications	9822188519-	-( 1/12/2019	02/04/2019
Cell Phone Dec 13- Jan12/PW			01-445-4652	Communications	9822188519-	( 1/12/2019	02/04/2019
Cell Phone Dec 13- Jan12/Admin	1	104.38	01-430-4652	Communications	9822188520-	( 1/12/2019	02/04/2019
Cell Phone Dec 13- Jan12/PW			01-445-4652	Communications	9822188520-		02/04/2019
Cell Phone Dec 13- Jan12/Water			60-445-4652	Communications	9822188520-		02/04/2019
Cell Phone Dec 13- Jan12/PD	D		01-440-4652	Communications	9822188520-		02/04/2019
Cell Phone Dec 13- Jan12/Comm			01-441-4652	Communications	9822188520-		02/04/2019
Cell Phone Dec 12- Jan12/Admin Cell Phone Dec 12- Jan12/PW	1		01-430-4652	Communications Communications	9822188521- 9822188521-		02/04/2019
Cell Phone Dec 12- Jan12/PW Cell Phone Dec 12- Jan12/Water			01-445-4652 60-445-4652	Communications	9822188521-		02/04/2019 02/04/2019
Cell Phone Dec 12- Jan12/Water Cell Phone Dec 12- Jan12/PD			01-440-4652	Communications	9822188521-		02/04/2019
	Total:	995.49	*Vendor Total				

Description		Amount	Account	Acct Name	Invoice #	Inv Date	Pmt Date
Vision Service Plan (IL) 042720							
Vision- Feb 2019		498.32	01-000-2056	VSP - Employee Contributions	806312723	1/17/2019	02/04/2019
	Total:	498.32	*Vendor Total				
Visu-Sewer of Illinois, Inc.							
TV & Cut Roots		5,400.00	18-445-4570	Sewers Rpr & Mtce	8327	12/30/2018	02/04/2019
	Total:	5,400.00	*Vendor Total				
Water Resources 010380							
Water Meters/Gaskets Annual Maint Agreement			60-445-4480 60-445-4510	New Meters,rprs. & Rplcmts. Equipment/IT Maint	32836 32882	1/7/2019 1/29/2019	02/04/2019 02/04/2019
	Total:	4,278.00	*Vendor Total				
Water Services 005990							
WM Location On Rt25		315.00	60-445-4560	Water Studies	29012	1/16/2019	02/04/2019
	Total:	315.00	*Vendor Total				
Water Well Solutions 032940							
Well #9 Drilling Pay #2		281,234.14	60-471-4875	Capital Improvements	NA-583A	1/22/2019	02/04/2019
	Total:	281,234.14	*Vendor Total				
Weilandt Legal Document 038240	Svcs.						
Adjudication		112.50	01-441-4506	Publishing	2019-0121	1/21/2019	02/04/2019
	Total:	112.50	*Vendor Total				
Weldstar Company 014090							
Cutting Tip (2)		57.74	01-445-4510	Equipment/IT Maint	01716347	1/15/2019	02/04/2019
	Total:	57.74	*Vendor Total				
	Report Total:	438,779.81					
	•						

# VILLAGE OF NORTH AURORA BOARD REPORT

TO:

**VILLAGE PRESIDENT & BOARD OF TRUSTEES** 

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM:

MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT:

24 S. LINCOLNWAY TIF REIMBURSEMENT REQUEST

DATE:

FEBRUARY 4, 2019 REGULAR VILLAGE BOARD MEETING

#### **ITEM**

Resolution approving Route 31 TIF funding in the amount of \$39,997.00 for soil testing and removal for the property located at 24 S. Lincolnway in North Aurora

#### DISCUSSION

The Village purchased the subject property in February, 2016 and would later demolish all on-site structures, remove the underground storage tanks and advertise the property for sale. On March 22, 2018, the property was purchased and a special use would later be granted to allow the buyer of the property to open a drive through coffee shop.

In October 2018, contractors encountered soils that smelled of petroleum during site excavation of the new coffee shop. The property owner immediately informed staff of the incident and was directed to keep record of any costs associated with the cleanup of any contaminated soils. Although the site had been remediated prior to purchase by the Village and the Village removed the two remaining underground storage tanks during demolition (and surrounding soils were tested), contractors encountered the odorous soils deeper in the site, near bedrock. The soils would be testing by Alpha Environmental, Inc. shortly thereafter.

According to records provided by the property owner, trace elements of contamination were indicated and 700 cubic yards of soils were taken to off-site landfills capable of accepting soils that were classified as being exposed to leaking underground storage tanks.

The property owner is now seeking reimbursement of the soil testing and disposal in the amount of \$39,997.00. Staff notes that the expenses are TIF-eligible and the funds would be dispersed from the Route 31 TIF Fund.

Staff solicited feedback from the Village Board at the February 21, 2019 Committee of the Whole meeting. After further explanation of the property's history pertaining to the on-site cleanup, the Board was supportive of the request.

#### Attachments:

- 1) Invoices associated with the testing and soil removal, submitted by the property owner.
- 2) Landfill records, submitted by the property owner.
- 3) Disposal Panel Lab Data, prepared by First Environmental Laboratories, Inc.
- 4) Resolution approving Route 31 TIF funding for soil testing and removal for the property located at 24 S. Lincolnway in North Aurora

# PARAMOUNT CONSTRUCTION & DEVELOPMENT, INC.

612 S. 4<sup>th</sup> Ave. St. Charles, IL 60174

Phone (630)513-8430 Facsimile (630)513-8435

INVOICE

To: Scott Miller

Miller Coffee Property, LLC

28 N. Bennett Street

Geneva, IL 60134

Date: 12/31/18

Invoice No. 18-068

Terms: Due upon Receipt

RE:

Additional Charges to Remove Contaminated Soil

Moka Coffee - North Aurora

Environmental Testing -

Markup @ 15% ..... <u>\$ 326.40</u>

Soil Haul Off -

(See attached) Markup @ 15% ..... \$ 4,890.60

Total Cost ...... \$37,494.60

TOTAL BALANCE DUE THIS INVOICE: \$39,997.00

Please remit payment payable to:

Paramount Construction & Development, Inc. 612 S. 4<sup>th</sup> Ave.
St. Charles, IL 60174 (630)513-8430

#### Alpha Environmental, Inc.

### 5 Pembroke Circle

Streamwood, IL 60107

Ph: (630) 772-0867 --- TJENO@AOL.COM

James Young
Paramount Construction
612 S. 4th Avenue
St. Charles, IL 60174

October 13, 2018

Subject: Invoice for sample collection, testing and profile preparation for the 24 S. Lincolnway project in North Aurora, IL

Dear Mr. Young:

Alpha Environmental, Inc. (AE) performed an environmental soil sampling at the 24 S. Lincolnway site in North Aurora, IL. This represents the invoice for the testing and profile preperation services.

initial Site visit, sampling and sample transport to the lab 3 H @ \$60	\$ 180.00
Lab Testing 1 sample for pH, Rush-Rush \$1,458.80 plus 10% admin	\$1,605.00
Obtain results and prepare Waste profile 3 H @\$110	\$ 330.00
Travel and sample costs 60 Mi @ .6/mi & PID \$25/day	\$ 61.00

#### Total Due this invoice

\$2,176.00

If you have any questions or require clarification about this invoice please call me at (630) 772-0867.

Sincerely,

**Principal** 

### **CAMPTON CONSTRUCTION, INC.**

Excavating and Underground 825 Hicks Dr., Elburn, IL 60119 (630) 365-9464 Fax (630) 365-9443

#### **Change Order Request**

Project Name: Moka Coffee

Location:

Aurora, IL

Request

Date:

11/16/2018

**Prints Dated:** 

9/9/2018

Attention:

Jim Young

Company:

**Paramount Construction** 612 S. 4th Ave

Address: City:

St. Charles, IL 630-513-8430

Phone: Email:

ivoung@paramountco.net

#### Description of work for this change order:

Additional cost to export soils due contamination

ITEM	DESCRIPTION	UNIT	QTY	UNI	T COST	COST
UTILITIES						
	Rejected loads to alternate dump	Load	137.75	\$	48.00	\$ 6,612.00
	Rejected loads to landfill	Load	57	\$	456.00	\$ 25,992.00
			Total C/0	O Cos	t	\$ 32,604.00
	Contractor					
	Signature					
	Date					



## NON-SPECIAL WASTE PROFILE and CERTIFICATION

Select Landfill: X Wir	mebago Landfill	X Rochelle	Landfill
A) Generator			
Generator Name		Bill To	
Miller Coffee Property LLC		Company Name (Invo Paramount Constru	pice); ction
Street 24 S Lincolnway		Street	
City North Aurora		612 S 4th Avenue	
State IL Zip 6	50542	City St. Charles	
Contact Name		State IL	Zip 60174
Scott Miller		Contact Name (Accou	inting)/ Email Address
Phone 630-485-2100		Project Manager Nam	on /Frank Add
Fax		James Young	e / Email Address
State ID#		Phone 630-513-842	0
NAICS (SIC) Code		Fax	
Philade and the state of the st	Transporter/	Hauler	
B) Waste Description	Transporter /	Hauler IEPA #	
1) Waste Name: LUST co			
2) Frocess denerating waste:	01 031		
3) Is this waste a characteristic and inter-			
Is this waste a characteristic or listed     Method of Shipment: Rollo	nazardous waste as de	fined in CFR 40 Part 261	? Yes X No
4a) Container Type:dump	T lankerxSt	r. Truck / Semi	Other
5) Frequency of shipment: 30ne Ti	me @Monthly @	A	
5a) Estimated Volume: 700cy  6) Waste is: Industrial Process V		Annually BOther:	
Pollution Control V		Unused or Off-Spe	c Product
X UST or Spill Related		Other, please spec	ify:
7) Analysis attached X Yes	No Comment:		
8) MSDS attached Yes X	No Comment:		
	comment.		
C) Physical Data			
1) Color: brown	4) Free Liquids?	Yes X N	0
2) Odor: None X Mild Strong 3) # of Layers: 1 Liquid		<100°F 100-139	3°F 140-200°F X >200°C
	_% 6) pH:<2	2.1-3.9 X 4	110
Siudge	% 7) Specific Gravit	y:<1 <u>x</u> 1	-1 >1.6
D) Waste Composition see attached analysis			
	%		%
	%		%
	%		%
E) Sample InformationN/A	Date Collected: 10/	9/18	
	Sampled by: TE	ALS (	Grab or Composite
	01	A	(circle)
I hereby certify, to the best of my knowl waste to be managed. If a Material Safe	edge and helief the	mnla anliant i i i	
waste to be managed. If a Material Safe	tv Data Sheet (MSDS):	inple collected and analy	/zed is representative of the
knowledge and belief, that it is represen	tative of the waste to k	e managed of	
	TO THE THE POPULATION OF THE PARTY OF THE PA	Tanage during	Initial

F) Non-Special Waste Certification  1. Is the waste a hazardous waste as determined in accordance with 35 IAC 722.111?  2. Is the waste a liquid waste as determined by SW-846 Method 9095 (Paint Filter test)?  3. Does the waste contain Potentially Infectious Medical Waste (PIMW) as defined in Section 3.84 of the Act?  4. Does the waste contain regulated asbestos-containing material (ACM) as defined in 40 CFR 61.141?  5. Does the waste contain polychlorinated biphenyls (PCBs) as defined in 40 CFR 761?  6. Is the waste generated by shredding recyclable materials?  7. Is the waste a hazardous waste that has been treated to render it non-hazardous?	YES YES YES YES YES YES YES	BEERBEE
G) Non-Hazardous Waste Certification I hereby certify that the waste identified in this profile does <u>not</u> contain or has <u>not</u> come into contact with any hazardou in 40 CFR 261.30 – 261.33 and 35 III. Adm. Code 721.130 – 721.133 and is <u>non-hazardous</u> according to 40 CFR 261.1 – 20 and 35 III. Adm. Code 721.101 – 721.133. I hereby agree to hold Winnebago Landfill Company harmless from any cost, damages or other Generator's Initials liability resulting from the breach of this warranty.	s waste 61.20	listed
H) RCRA Pesticide/Herbicide Certification I hereby certify that none of the following RCRA pesticides or herbicides listed below were used in the generation proces in the production of the waste identified in this profile and, to the best of my knowledge and belief, the waste does not chazardous concentrations of these substances.  Chlordane, Endrin, Heptachlor and its epoxide, Lindane, Methoxylchlor, Toxaphene, 2,4-D and 2,4,5-TP Silvex	ses invo	olved
I) PCB/Waste Solvents Certification I hereby certify that no polychlorinated biphenyls (PCBs) or RCRA F-Listed waste solvents were used in the generation pro involved in the production of the waste identified above and, to the best of my knowledge and belief, the waste does not hazardous concentrations of these substances. I hereby agree to hold Winnebago Landfill Company harmless from any cost, damages or other liability resulting from the breach of this warranty.  Generator's Initials	cesses contain	48
J) Cyanide/Sulfide Certification  For wastes containing greater than 10 ppm reactive cyanide or reactive sulfide, I hereby certify that none of the following 1. The waste has caused injury to a worker because of H <sub>2</sub> S or HCN generation; Generator's initials 2. The OSHA work place air concentration limits for H <sub>2</sub> S or HCN have been exceeded in areas where the waste is generated, stored or otherwise handled; and 3. Air concentrations of H <sub>2</sub> S or HCN have been encountered above a few ppm in areas where the waste is generated, stored or otherwise handled.	has one	green E
I, hereby certify that the above and attached documentation is complete and accurate to the best of my knowle No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards in disclosed. I also certify that the waste stream is, to the best of my knowledge, non-hazardous and as such doe contain any constituent that would cause the waste to be a listed or characteristic waste under RCRA.  Signature  Title  Date	dge and nave be s not	en
Office Use Only: Profile #		

Submit by email to: specialwaste@rresvcs.com and tkeip@rresvcs.com

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

October 11, 2018

Mr. Tom Enno
ALPHA ENVIRONMENTAL, INC.
5 Pembroke Ct.
Streamwood, IL 60107

Project ID: 24 S Lincolnway N. Aurora First Environmental File ID: 18-5944 Date Received: October 09, 2018

Dear Mr. Tom Enno:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 004324: effective 02/27/2018 through 02/28/2019.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Bill Mottashed Project Manager



1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

#### **Case Narrative**

ALPHA ENVIRONMENTAL, INC.

Lab File ID: 18-5944

Project ID: 24 S Lincolnway N. Aurora

Date Received: October 09, 2018

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time	Collected
18-5944-001	B-1	10/9/2018	11:57

#### Sample Batch Comments:

Sample acceptance criteria were met.



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#### **Case Narrative**

#### ALPHA ENVIRONMENTAL, INC.

Lab File ID: 18-5944

Project ID: 24 S Lincolnway N. Aurora

Date Received: October 09, 2018

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
Α	Method holding time is 15 minutes from collection. Lab an	alysis	was performed as soon as possible.
В	Analyte was found in the method blank.	L	LCS recovery outside control limits.
<	Analyte not detected at or above the reporting limit.	M	MS recovery outside control limits; LCS acceptable.
С	Sample received in an improper container for this test.	P	Chemical preservation pH adjusted in lab.
D	Surrogates diluted out; recovery not available.	Q	Result was determined by a GC/MS database search.
Е	Estimated result; concentration exceeds calibration range.	S	Analysis was subcontracted to another laboratory.
G	Surrogate recovery outside control limits.	Т	Result is less than three times the MDL value.
H	Analysis or extraction holding time exceeded.	W	Reporting limit elevated due to sample matrix.
J	Estimated result; concentration is less than routine RL but greater than MDL.	N	Analyte is not part of our NELAC accreditation or accreditation may not be available for this parameter.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



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#### **Analytical Report**

Client:

ALPHA ENVIRONMENTAL, INC.

Date Collected: 10/09/18

Project ID:

24 S Lincolnway N. Aurora

Time Collected: 11:57

Sample ID:

B-1

Date Received: 10/09/18

Sample No:

18-5944-001

Date Reported: 10/11/18

- 10 35 11 001			Duce	coportou.	.0/11/10
Results are reported on an "as receive	ed" basis.	D 14	7). 7	TT 14	1773
Analyte	·	Result	R.L.	Units	Flags
Cyanide, Reactive Analysis Date: 10/11/18	Method: 7.3.3.2.	- 10	10	4	N
Cyanide, Reactive		< 10	10	mg/kg	N
Sulfide, Reactive Analysis Date: 10/11/18	Method: 7.3.4.2.				
Sulfide, Reactive	and Milliandepole.	53	10	mg/kg	N
Flash Point - Open Cup Analysis Date: 10/11/18 13:00 Flash Point - Open Cup	Method: 1010A-M	No Flash (	@	212 °F	N
		NO Plasii (	<u>u</u>	212 F	
Paint Filter Test Analysis Date: 10/11/18	Method: 9095B	NI- I lenis			
Paint Filter Test	Promise III	No Liquid	1		
pH @ 25°C, 10% solution Analysis Date: 10/10/18 9:15	Method: 9045D 200	4			
pH @ 25°C, 10% solution		8.10		Units	
Phenols Analysis Date: 10/11/18	Method: 420.1				49-1886
Phenols		2.8	2.5	mg/kg	N
CLP ZHE Preparation  Analysis Date: 10/10/18	Method: 1311				
ZHE Volatiles Extraction		Complete			
TCLP Extraction Analysis Date: 10/10/18	Method: 1311	* 1. WOTER EAT TO BE PERMANENT UNITED	The latest and the la		
TCLP Extraction		Complete			
TCLP Volatiles Method 1311 Analysis Date: 10/11/18	Method: 5030B/8260	B			
Benzene		< 0.050	0.050	mg/L	
2-Butanone (MEK)		< 0.100	0.100	mg/L	
Carbon tetrachloride		< 0.050	0.050	mg/L	
Chlorobenzene		< 0.050	0.050	mg/L	
Chloroform		< 0.050	0.050	mg/L	
,2-Dichloroethane		< 0.050	0.050	mg/L	
1,1-Dichloroethene		< 0.050	0.050	mg/L	
Tetrachloroethene		< 0.050	0.050	mg/L	
Trichloroethene		< 0.050	0.050	mg/L	



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#### **Analytical Report**

Client:

ALPHA ENVIRONMENTAL, INC.

Date Collected: 10/09/18

Project ID:

24 S Lincolnway N. Aurora

Time Collected: 11:57

Sample ID:

Sample No:

Date Received:

10/09/18

18-5944-001

Date Reported: 10/11/18

Results are reported on an "as received" basis.

Analyte		Result	R.L.	Units	Flags
TCLP Volatiles Method 1311 Analysis Date: 10/11/18	Method: 5030B/82	260B			
Vinyl chloride		< 0.100	0.100	mg/L	
TCLP Semi-Volatiles Method 1311 Analysis Date: 10/11/18	Method: 8270C		<b>Preparation</b> Preparation D		
1,4-Dichlorobenzene		< 0.10	0.10	mg/L	
2,4-Dinitrotoluene		< 0.10	0.10	mg/L	
Hexachlorobenzene		< 0.10	0.10	mg/L	
Hexachlorobutadiene		< 0.10	0.10	mg/L	
Hexachloroethane		< 0.10	0.10	mg/L	
2-Methylphenol		< 0.10	0.10	mg/L	
3 & 4-Methylphenol		< 0.10	0.10	mg/L	
Nitrobenzene		< 0.10	0.10	mg/L	
Pentachlorophenol		< 0.50	0.50	mg/L	
Pyridine		< 0.50	0.50	mg/L	
2,4,5-Trichlorophenol		< 0.10	0.10	mg/L	
2,4,6-Trichlorophenol		< 0.10	0.10	mg/L	
TCLP Metals Method 1311 Analysis Date: 10/11/18	Method: 6010C		Preparation 1 Preparation D		
Arsenic		0.012	0.010	mg/L	
Barium		< 1.0	1.0	mg/L	
Cadmium		< 0.005	0.005	mg/L	
Chromium		< 0.005	0.005	mg/L	
Lead		0.022	0.005	mg/L	
Selenium		< 0.010	0.010	mg/L	
Silver		< 0.005	0.005	mg/L	
TCLP Mercury Method 1311 Analysis Date: 10/11/18	Method: 7470A				

# First Environmental Laboratories, Inc.

#### CHAIN OF CUSTODY RECORD

Page	ρf	11075

Envir Labo	ronmental ratories, Inc.			Comp	any Na	me:	Aldr	Ø.	Env	'I' OY	mel	ital	<i>înc</i>			
First Environmen				Street	Addres	ss: 5	Pe	mbro	ke	Ci	_					
1600 Shore Road, Suite	D			City:	51	rear	nwo	od					State: TL	Zip: 2	60107	
Naperville, Illinois 6050 Phone: (630) 778-1200				Phone	:630	-772-	080	7 e	-mail:	tie	no	@ 0	ol.com			
E-mail: firstinfo@firste	nv.com • www.firstenv.com			Send	Report	To: 7	home	KS.	En	no						
IEPA Certification #10	0292			Samp	led By:	Q	4 1	Enn	0							
									A	nalyse	s					
Project I.D.: 24	· S Lincolnway	N. Auror	a		/2		//	M	A NEW YORK	xy /	//	//	The land the			
P.O.#:					100	/20	6	/ PX					antia"			
Matrix Codes: S	= Soil W = Water O = Ot	her		10								13				
Date/Time Taken	Sample Descriptio		Matrix										Comments	L	ab LD.	
10/9 11:57	B-1						X						Rush	18-	5944-001	
											-					
											-					
FOR LAB USE ONLY:																
Cooler Temperature: 0. Received within 6 hps. Ice Present: Yes No.	1-8ºC Yes_No of collection:	Refrig 5035	le Refrig jerator Te Vials Fro er Tempe	emperat zen: Ye	ure: es No	ºC		rogram:					□NPDES □LU			/.
Notes and Special In	structions:									da	<b>Y</b>	147	-STANGAR RUJ	1 7A	T-10/10	9
Relinquished By:	2 60	Date/Tim		1-	2:23		ceived B	_	Pg	-(-	2		Date/Time	9/15	1223	
Relinquished By:		Date/Tim	c			Rec	ceived B	\у:	1				Date/Time			
Rev. 5/17																

#### RESOLUTION No.

# RESOLUTION APPROVING ROUTE 31 TIF FUNDING FOR SOIL TESTING AND REMOVAL FOR THE PROPERTY LOCATED AT 24 S. LINCOLNWAY IN NORTH AURORA

WHEREAS, the President and the Board of Trustees of the Village of North Aurora established the Route 31 Tax Increment Financing District by Ordinance No. 02-08-12-03, passed on August 12, 2002; and

WHEREAS, the property at 24 S. Lincolnway (the "Property") is located in the Route 31 Tax Increment Financing District; and

WHEREAS, the Village obtained title to the Property and was responsible for the environmental cleanup, and transferred title to the current owner of the Property;

WHEREAS, upon excavation of Property for the purpose of making improvements, contractors encountered odorous soils near bedrock; and

WHEREAS, the Village has a continuing obligation in respect to the environmental condition of the Property; and

WHEREAS, a funding request was submitted to the Village in the amount of \$39,997 for soil testing and removal; and

WHEREAS, soil testing and removal are considered by state statute to be a TIF-eligible expense; and

WHEREAS, the President and the Board of Trustees find that granting the request would be consistent with the purposes of the Route 31 TIF District and is in the best interest of the Village of North Aurora.

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

- 1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
- 2. Funding in the amount not to exceed \$39,997 is hereby approved for the Property in North Aurora, Illinois.

3.	This Resolution shall take immediate full force and effect from and after its passage and ap	proval.
Presente	ed to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this	day of

Passed by the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2019, A.D.

Mark Carroll Mark Gaffino	 Laura Curtis 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 \_\_\_\_\_\_, 2019, A.D.

Village President			

ATTEST:

Village Clerk

, 2019, A.D.

# VILLAGE OF NORTH AURORA BOARD REPORT

TO:

**VILLAGE PRESIDENT & BOARD OF TRUSTEES** 

CC: STEVE BOSCO, VILLAGE ADMINISTRATOR

FROM:

MIKE TOTH, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

SUBJECT:

SITE PLAN CONDITION AMENDMENT - 1100 ORCHARD GATEWAY BLVD

AGENDA:

FEBRUARY 4, 2019 REGULAR VILLAGE BOARD MEETING

#### ITEM

Ordinance amending Ordinance # 15-09-21-02 approving the Site Plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora

#### DISCUSSION

The initial site plan for the subject property was approved on September 21, 2015 per Ordinance #15-09-21-02. A condition was added by the Plan Commission to said Ordinance that required any fencing located on the subject property to be of an ornamental design, constructed of galvanized aluminum and black in color. The building was constructed and site improvements were later completed; however, no fencing was installed at that time.

On March 19, 2018 Ordinance #15-09-21-02 was amended to accommodate the site needs for Personalization Mall. As a carryover condition, any fencing was still to be of an ornamental design, constructed of galvanized aluminum and black in color. Staff was later informed that the Personalization Mall project would not be proceeding with occupancy.

A permit was issued on August 31, 2018 for an interior buildout to accommodate the building's first tenant, Glanbia Performance Nutrition. As the scope of work included interior construction, the plans were forwarded directly to the Village's consultant plan review firm for review. Unbeknownst to staff, the plans also included the installation of a fence, but did not specify material. Separate permits are typically required for fences. Staff would later discover that a chain link fence was being installed on the property. The developer was contacted regarding the fence material and immediately halted fence construction.

According to The Opus Group, 75% of the fencing has been installed and the cost to erect the remainder with ornamental fencing would be an additional \$75,000 over their original budget for a total of \$213,931. Lastly, the cost to remove the existing chain link fence and reinstall all new ornamental fencing around the property would cost approximately \$450,000.

The Opus Group solicited feedback from the Village Board at the December 17, 2018 Committee of the Whole meeting on the ability to amend Ordinance #15-09-21-02 to allow the existing chain link fence to remain in place and install the remainder with black ornamental fencing. The Village Board was not supportive of the request, but was seemingly supportive of a compromise that would allow the chain link fencing to remain, except for the portion of fence located adjacent to the eastern and northern property lines. The Opus Group has submitted a revised diagram depicting the chain link fencing to remain, except for the portion of fence located adjacent to the eastern and northern property lines where the black aluminum fencing will be installed.

#### Attachments:

1. Ordinance amending Ordinance # 15-09-21-02 approving the Site Plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision in the Village of North Aurora

#### ORDINANCE NO.

# ORDINANCE AMENDING ORDINANCE # 15-09-21-02 APPROVING THE SITE PLAN FOR THE PROPERTY LOCATED ON LOT 3 OF THE GATEWAY INDUSTRIAL NORTH AURORA RESUBDIVISION IN THE VILLAGE OF NORTH AURORA

WHEREAS, on September 21, 2015, the Village Board approved Ordinance #15-09-21-02 approving the site plan for the property located on Lot 3 of the Gateway Industrial North Aurora Resubdivision (1100 Orchard Gateway Blvd) in the Village of North Aurora; and

WHEREAS, Condition 'A' of Ordinance # 15-09-21-02 requires all fencing located on the subject property to be of an ornamental design, constructed of galvanized aluminum and black in color; and

WHEREAS, the property owners desire to amend Ordinance # 15-09-21-02 to allow chain link fencing along the southern and western property lines.

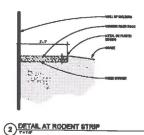
NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of North Aurora as follows:

- 1. The recitals set forth above are incorporated herein as the material findings of the President and the Board of Trustees.
- 2. The amended fencing diagram attached hereto and incorporated herein by reference as Exhibit "A".
  - 3. Condition 'A' of Ordinance # 15-09-21-02 is hereby be amended as follows:
  - A. With the exception of the southern and western property lines, fencing shall be of an ornamental design, constructed of galvanized aluminum and black in color.
  - B. Truck and trailer parking shall be limited to the area of the property located to the west of the western building facade.
  - C. In the event that the proposed work is not initiated within one (1) year of this date, this ordinance shall become null and void and the Ordinance #15-09-21-02 shall be reinstated.
- 3. This Ordinance shall take immediate full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Ordinance #	
Presented to the Board of Tru	ustees of the Village of North Aurora, Kane County
Illinois this day of	, 2019, A.D.
Passed by the Board of Trus	stees of the Village of North Aurora, Kane County
Illinois this day of	, 2019, A.D.
Mark Carroll	Laura Curtis
Mark Gaffino	Mark Guethle
Michael Lowery	Tao Martinez
Approved and signed by me as	s President of the Board of Trustees of the Village of
North Aurora, Kane County, Illinois t	this day of, 2019, A.D.
ATVERSOR	
ATTEST:	Village President
Village Clerk	_

Ordinance	:#
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EXHIBIT "A" - Amended Fencing Diagram



## **KEY** Fence posts, chain link fabric material, and gates installed to Fence posts installed, but chain link fencing not yet installed. Posts to be replaced with ornamental posts and fence. Fence posts installed and chain link fencing mesh installed. To be removed and omemental installed per Village of North Aurora request,

#### **EXHIBIT A OPUS DESIGN BUILD FENCE MODIFICATION APPEAL** 1100 ORCHARD GATEWAY BLVD

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**ORCHARD GATEWAY BOULEVARD** 

1.25.2019

**OPUS** 

Opus Design Build, L.L.C. FIX Met Approvated Secret IV. 00010

GLANBIA T.I. @ NORTH AURORA N

1100 ORCHARD GATEWAY BLVD. NORTH AURORA, B.

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MARINE MECONID

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